

Ridgway Town Council
Regular Meeting Agenda
Wednesday, May 13, 2020

Due to COVID-19, and pursuant to the Town's Electronic Participation Policy,
the meeting will be conducted via a virtual meeting portal

<https://us02web.zoom.us/j/82754343199?pwd=dzN1Zk9JTEhQQ3Z2RUhKNjZpQzdxQT09>

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5:30 p.m.

ROLL CALL Councilors Tessa Cheek, Kevin Grambley, Beth Lakin, Russ Meyer, Terry Schuyler, Mayor Pro Tem Eric Johnson and Mayor John Clark.

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of April 8, 2020
2. Minutes of the Special Meeting held April 24, 2020.
3. Minutes of the Joint Workshop Meeting of April 29, 2020.
4. Register of Demands for May 2020.
5. Renewal of liquor store license for Ridgway Liquors.
6. Renewal of brewery liquor license for Colorado Boy Pub and Brewery.

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. Proclamation Declaring May 2020 as Mental Health Awareness Month - Paul Reich, Tri County Health Network.

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

8. Review and action pertaining to Order Extending the Declaration of Local Disaster in and for the Town of Ridgway related to the COVID-19 Pandemic - Town Manager.
9. Emergency Ordinance Adopting Temporary Amendments to the Zoning Regulations related to Temporary Signage - Town Manager.
10. Introduction of an Ordinance Revising Sections 6-3, 6-6 and 7-3 of the Municipal Code regarding Housing Affordability - Town Planner.
11. Approval of contract for the Athletic Park Pavilion Construction Project - Town Planner.
12. Award of bid for the Lena Street Utility Replacement Project - Town Engineer.
13. Resolution Amending the Police Procedures Manual to add Section 26 'Officer Involved Shooting Policy' - Town Manager.
14. Review of measures pertaining to deferral of sales tax collection - Town Manager.
15. Update on annual Council scholarship to a local high school senior - Mayor Clark.

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

16. Town Manager's Report.

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

Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Mayor Pro Tem Johnson
Ridgway Planning Commission - Councilor Cheek and Mayor Clark
Ridgway Creative District Creative Advocacy Team - Councilor Grambley
Ridgway Scholarship Committee - Mayor Pro Tem Johnson and Mayor Clark

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

Liaisons and Participation:

Chamber of Commerce - Councilmember Lakin
Communities That Care Coalition - Mayor Clark
Ouray County Fairgrounds - Councilor Schuyler

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, June 3, 2020 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
APRIL 8, 2020

The Town Council convened via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to the COVID-19 pandemic.

OATH OF OFFICE

The Town Clerk administered the oath of office to newly elected Councilors Tessa Cheek, Kevin Grambley and Terry Schuyler and Mayor John Clark.

CALL TO ORDER

The Mayor called the meeting to order at 5:35 p.m. via Zoom Meeting. In attendance Councilors Cheek, Grambley, Lakin, Meyer, Schuyler and Mayor Clark. Mayor Pro Tem Johnson was not present for the roll call.

CONSENT AGENDA

1. Minutes of the Regular Meeting of March 11, 2020.
2. Minutes of Special Meeting held on March 20, 2020.
3. Register of Demands for April 2020.

ACTION:

It was moved by Councilor Lakin, seconded by Councilor Cheek and unanimously carried by a roll call vote to approve the consent calendar.

ACKNOWLEDGEMENTS

Mayor Clark thanked outgoing Councilmembers Robb Austin and Ninah Hunter for their years of service.

PUBLIC REQUESTS AND PRESENTATIONS

4. Update on local response efforts to the COVID-19 pandemic

Town Manager Preston Neill explained he represents the Town on the Ouray County Unified Command along with the Ouray City Manager, Ouray County Public Health Director Tanner Kingery, and Incident Commander Glenn Boyd. Manager Neill reported on March 17th the Town placed into effect a stand alone response plan regarding COVID-19, and is now in Tier 4 of the plan, or full implementation. Town staff is providing critical services, with some members working staggered shifts. Orders from the Governor and local public health orders have been implemented and are being monitored.

Tanner Kingery addressed health department coverage, including issuing health orders and tracking symptoms and illnesses. Glenn Boyd addressed ways complaints can be filed, presented the "24/7 hotline", and ways in which the command is working to educate the public.

There was a question from the public.

5. Request for Town to purchase banner thanking health care workers relative to COVID 19

Andy Michelich asked for Council support to purchase a banner thanking and acknowledging the efforts of health care workers and providers, first responders and law enforcement, relative to COVID 19. He suggested purchasing a duplicate of the 8 foot vinyl banner now being displayed in Montrose, for a total cost of \$127. He further suggested placement at the corner of Highways 550 and 62, in front of Heritage Park.

There was discussion by the Council.

ACTION:

Councilor Lakin moved to approve the Town purchasing a banner recognizing health care workers, direct staff to work with Andy regarding the size and dimensions and placement
Councilor Schuyler seconded the motion which carried unanimously on a roll call vote.

6. Request for waiver of fees for use of Hartwell Park and performing arts stage during Ride the Rockies event

Speaking on behalf of the Ridgway Chautauqua Society, Trisha Oakland explained the non-profit organization has committed to assist with providing entertainment to participants visiting Town for the annual Ride the Rockies event on June 17th. She reported the organization is considering holding a fund raising event in Hartwell Park, hiring musicians and selling beer, and are requesting waiver of the fees to use the park and stage. She suggested an "off set" to the waived fees could be allowing food vendors to set up in the parking lot, and charging a vendor fee which would be paid to the Town.

Mayor Pro Tem Johnson entered the meeting at 6:00 p.m. Mayor Clark recused himself from the discussion, stating he is a member of the board of the Chautauqua Society, and asked Mayor Pro Tem Johnson to preside over the meeting.

There was discussion by the Council pertaining to the request. On a question from the Council Ms. Oakland reported approximately 1400 participants will attend the event.

ACTION:

Councilor Lakin moved to approve waiving the fees for stage use by the Chautauqua Society to offer free music to Ride the Rockies participants, and accept the offer for food vendors to remit a fee to the Town. Councilor Meyer seconded the motion which carried unanimously on a roll call vote.

Mayor Clark resumed presiding over the meeting.

PUBLIC HEARINGS

7. Adoption of Ordinance Revising Section 7-3-12 of the Ridgway Municipal Code Regarding Sign Regulations

Staff Report from the Town Planner presenting a proposed ordinance recommended by the Planning Commission to update sign regulations.

Planner Shay Coburn reported the Strategic Plan identifies updates to the sign code to comply with a state court ruling pertaining to content based restrictions on signage. The Planning Commission is recommending approval of the proposed ordinance.

There were questions from the Council.

ACTION:

Moved by Councilor Meyer to adopt the Ordinance Revising Section 7-3-12 of the Ridgway Municipal Code regarding Sign Regulations, Councilor Lakin seconded, and on a roll call vote the motion carried unanimously.

POLICY MATTERS

8. Request for extension of preliminary plat submittal for Vista Park Commons PUD

Staff Report from the Town Planner dated 4-8-20 presenting a request for extension of the preliminary plat submitted for Vista Park Commons PUD.

Planner Coburn explained the Town has received a third request for extension of the Vista Park Commons PUD preliminary plat. The proposed development is located on 2.4 acres within Ridgway Land Company Subdivision, on Lots 30 through 34. The planned unit development consists of 23 residential units in 21 buildings with shared parking and common areas. She reported the preliminary plat was approved by the Town Council on 8-14-19 for 90 days; a 60 day extension was granted on 11-13-19; a 90 day extension was approved on 1-8-20. At this time the applicant is requesting another extension of either 90 or 180 days.

The Town Planner noted if Council approves a 90 day extension, this would equate to 11 months in which the applicant was granted to meet the conditions of approval. She stated staff feels this should allow the applicant sufficient time to meet the conditions of the preliminary plat approval, noting there have been some unique circumstances around the project. She recommended a 90 day extension noting the previous extension will expire 4-10-20, and the additional extension will create a new deadline date of 7-7-20.

Applicant Joe Nelson explained the design team is waiting for information and clarification from the Town Engineer on items which need to be addressed.

There was discussion by the Council.

ACTION:

It was moved by Councilor Lakin, seconded by Councilmember Meyer and unanimously carried on a roll call vote to approve a 90 day extension for preliminary plat approval for Vista Park Commons.

9. Resolution 20-02 Adopting the Town of Ridgway Storm Water Master Plan

Staff Report from Chase Jones dated 4-3-20 presenting the Storm Water Master Plan and adopting resolution.

Public Works Administrator Chase Jones explained in the spring of 2019 the Town contracted with RESPEC for preparation of a stormwater plan to address the historic areas of Town. He reported the plan will be used as a guiding document, and to understand flow rates and routing to reduce the probability of flooding. He noted in many parts of the historic district, streets were placed higher than surrounding buildings and properties, which creates problems with drainage and storm water flows.

ACTION:

Moved by Councilmember Cheek to approve Resolution 20-02 Adopting the Town of Ridgway Stormwater Master Plan. Seconded by Councilor Lakin, the motion carried unanimously on a roll call vote.

10. Local economic recovery assistance measures

Staff Report dated 4-2-20 from the Town Manager presenting proposed measures intended to provide financial relief and reduce burdens for residents and businesses.

Manager Neill reported due to economic hardships and impacts on residents and businesses due to the COVID 19 pandemic, staff is proposing to temporarily suspend water service shut offs for the duration of the local disaster emergency period; and waive penalty and interest for utility services until June 1st. He noted customers would still be responsible to pay for any charges incurred, but all utility service accounts with outstanding balances would not be deemed past due between April 8th and June 1st. Regular billing and collection procedures would resume on the first month after the local disaster declaration is lifted, and staff will work with customers needing payment arrangements.

There was discussion by the Council and questions to staff. Council directed staff to contact other municipalities regarding measures pertaining to eliminating penalty and interest on sales tax remittances, and report back at the next regular meeting.

ACTION:

Councilor Meyer moved, with Councilmember Lakin seconding to temporarily suspend water service shut offs for the duration of the local disaster emergency period, and waive penalty and interest for utility services until June 1, 2020. On a roll call vote, the motion carried unanimously.

11. Emergency budget reduction recommendations

Staff Report from the Town Clerk/Treasurer and Town Manager dated 4-2-20 presenting recommendations for emergency budget reductions in the fiscal year 2020 budget due to the COVID 19 pandemic.

Manager Neill reported a hold has been implemented on all non-essential expenditures, and since the majority of the Town's General Fund revenues are derived from sales tax, staff is recommending a number of proposed budget reductions.

The Town Clerk/Treasurer presented an internal memorandum used by the Treasurers Department which lists capital expenditures or projects which are embedded into line items within the approved budget. The document highlighted expenditures including those not necessary at this time, items which can be reduced in scope and cost, and purchases which have already been made.

Council and staff reviewed the memorandum and discussed expenditures. It was agreed to follow the proposed reductions, and staff will present an updated report at the regular meeting in July.

12. Update on request for bids for the Athletic Park Pavilion Construction Project

Staff report dated 4-7-20 from the Town Planner presenting an update on the request for proposals for construction of the pavilion in the Athletic Park.

Planner Coburn presented a project update on the bid process for construction of the pavilion in the Athletic Park. She explained the project is being funded through an anonymous donor contributing three dollars for every dollar raised, noting over \$85,000 has been donated by members of the community; along with \$25,000 of in-kind-support from the Town, the total project cost will be \$400,000. She reported staff is in the process of reviewing the bid proposals and costs, and a recommendation for award will be made to the Council at another meeting.

13. Update on request for bids for the Heritage Park Improvements Project

Staff Report from the Town Manager dated 4-2-20 presenting an update on the request for proposals for improvements to Heritage Park.

The Town Manager explained the two phases of improvements to Heritage Park were budgeted at \$77,500, which includes grant funding in the amount of \$20,000. A request for proposals yielded one bid for Phase 1 at \$84,219 and Phase 2 at \$142,688. He stated in light of budget reductions, and the bid for the first phase being over the full project amount, staff is recommending the bid be rejected and the project placed on hold.

There was discussion by the Council and it was agreed to place the project on hold. Staff was also directed to look into cleaning up vacated areas in the park.

14. Approval of contract for purchase of used snowplow

Staff Report from the Town Clerk/Treasurer dated 3-31-20 presenting a request for Council to approve deviation from the procurement procedures, and waive the formal request process for acquisition of a used 2003 International snow plow for \$48,000.

Manager Neill noted the request is a “housekeeping item” as the purchase request was made to the company two months ago.

ACTION:

Councilmember Meyer moved to approve the deviation from procurement procedures and waive the formal request process for acquisition of equipment, for purchase from DTI Trucks of a 2003 International Model 7000 snow plow for \$48,000. Mayor Pro Tem Johnson seconded, and the motion was approved on a roll call vote.

15. Approval of Emergency Pandemic Leave Policy

Staff Report dated 4-2-20 from the Town Manager presenting an emergency pandemic leave policy.

The Town Manager explained the proposed policy states all Town employees are covered by the policy when it is activated. The policy provides for compensation at the current rate of pay, and allows for leave for exposure to, or as a result of, a quarantinable communicable disease, such as COVID 19.

The Town Attorney noted the need for the Town to adopt a policy addressing the current pandemic.

ACTION:

Moved by Councilor Lakin, seconded by Councilor Cheek and unanimously carried by a roll call vote to adopt the Emergency Pandemic Leave Policy.

16. Annual appointment of Mayor Pro Tem and review of Council representation on commissions, committees and boards

Staff Report from the Town Clerk dated 3-31-20 reporting in conjunction with the annual election, the Council is required to appoint a Mayor Pro Tem; and presenting a list of members representing the Town on various boards, committees and commissions.

The Mayor noted Councilor Johnson has served as Mayor Pro Tem for eight years and asked if he was willing to continue to serve. Councilor Johnson acknowledged he would.

ACTION:

It was moved by Councilmember Grambley, and seconded by Councilor Meyer to nominate Eric Johnson as Mayor Pro Tem. The motion carried unanimously on a roll call vote.

The Council reviewed the list of appointments to boards, commissions and committees. It was agreed Councilor Grambley will serve on the Creative District Creative Advocacy Team; Councilor Schuyler as liaison to the Fairgrounds Board and Councilor Lakin as the liaison to the Chamber of Commerce Board.

STAFF REPORTS

The Town Manager presented a written report dated 4-3-20 and reviewed some of the items contained in the report.

ADJOURNMENT

The meeting adjourned at 8:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING

APRIL 24, 2020

The Town Council convened for a special meeting at 5:00 p.m. via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to COVID-19. The Council was present in its entirety with Councilors Cheek, Grambley, Lakin, Meyer, Schuyler, Mayor Pro Tem Johnson and Mayor Clark in attendance.

Town Clerk's Notice and Call of Special Meeting dated April 17, 2020.

PUBLIC QUESTIONS AND COMMENTS

The Mayor invited questions and comments from the public.

Pam Foyerster asked for an update on County regulations pertaining to COVID 19.

Manager Neill explained County Health Orders 1 & 2 have been rescinded by the Board of Health, and Orders 3 & 4 were extended to May 15th. The Governor has issued new orders pertaining to stay at home and social distancing; and an upcoming order will address transitioning to re-opening businesses.

POLICY MATTERS

1. Award of bid for construction of the Athletic Park Pavilion

Staff Report dated 4-24-20 from the Town Planner presenting a recommendation for award of bid for the construction of the pavilion in the Athletic Park.

Planner Coburn reported bids to construct a pavilion in the Athletic Park were received on 3-20-20. Four bids were received ranging from \$747,200 to \$503,470. Staff and the company retained to design the structure reviewed all bids and interviewed the two lowest bidders. The design was modified, and the finalist in the bid process refined the proposed construction budget. The total project cost, which will be funded from donations, will be approximately \$516,000. She explained staff and the design firm agree the bid should be awarded to Kuboske Construction.

ACTION:

Councilor Lakin moved to issue the Notice of Award of Bid for the Ridgway Athletic Park Pavilion Construction Project to Kuboske Contractors, LLC with revisions as presented. Councilmember Cheek seconded, and on a roll call vote the motion carried unanimously.

2. Update to the Electronic Participation Policy

Staff Report from the Town Manager dated 4-21-20 presenting an amended and restated version of the Electronic Participation Policy.

The Town Manager explained the Electronic Participation Policy, which was adopted last month, has been modified to make the policy applicable to advisory boards, commissions and committees, including the Planning Commission. Also rules pertaining to quasi-judicial matters have been incorporated into the document. Applicants with a scheduled public hearing which must be held by an electronic meeting, he noted, shall be given options, and acknowledge in writing areas of legal uncertainty, and agree to the hearing at their own risk.

Speaking from the audience Tammy Tuttle spoke in support of “merged meetings” noting they “would allow for more participation”, and encouraged continued use.

ACTION:

It was moved by Councilor Cheek and seconded by Councilmember Meyer to adopt the Town of Ridgway Electronic Participation Policy for Regular and Special Meetings. The motion carried unanimously on a roll call vote.

3. Letter to Congress requesting addition of Land and Water Conservation Funds in the next stimulus package

Staff Report from the Town Manager dated 4-23-20 presenting a draft letter to Congress.

Mayor Clark explained as a member of Mountain PAC organization, Council is asked to endorse items which would support small mountain communities across the west. He presented a letter which would be sent to Congress endorsing the addition of Land and Water Conservation Funds to the next stimulus package.

There was discussion by the Council and it was agreed each member of the Council would be listed as a sender on the letter.

Speaking from the audience Mitch Green encouraged the Council to move the third paragraph of the letter, and place it as the first paragraph.

There was discussion by the Council. It was agreed to give the Mayor the option to change the formatting of the proposed letter.

ACTION:

Moved by Councilor Lakin to approve a letter from the Town Council to Congress to add Land and Water Conservation Fund funding into the next stimulus package, and give the Mayor the ability to word smith the letter. Councilmember Cheek seconded, and the motion carried unanimously on a roll call vote.

Councilor Meyer explained the County Water Board has prepared a water management plan, and is asking for comments. He stated he will circulate the document to all members of the Council. If any member has comments, send them to him and he will submit them at the upcoming meeting.

The meeting adjourned at 5:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES OF JOINT WORKSHOP
RIDGWAY TOWN COUNCIL,
OURAY COUNTY BOARD OF COMMISSIONERS,
OURAY CITY COUNCIL

APRIL 29, 2020

The Town Council convened at 6:00 p.m. for a Joint Workshop with the Ouray County Commissioners and Ouray City Council via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to COVID-19. In attendance from the Council were Councilors Cheek, Lakin, Schuyler and Mayor Clark. Mayor Pro Tem Johnson joined the meeting at 6:45 p.m. Councilors Grambley and Meyer were absent.

Town Clerk's Notice of Joint Workshop dated April 28, 2020.

The purpose of the meeting was to allow the policymakers an opportunity to discuss and strategize about planning, recovery and economic impacts due to COVID-19. There was also discussion regarding the structure of the Unified Command.

ADJOURNMENT

The meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Pam Kraft, Town Clerk

Town of Ridgway
Register of Demands
May 2020

Name	Memo	Account	Paid Amount
Pro Velocity		Alpine-Operating Account	
		556GOO · IT Services	-191.25
		917WOO · IT Services	-42.50
		556GOO · IT Services	-346.80
		917WOO · IT Services	-63.75
TOTAL			-644.30
NAPA		Alpine-Operating Account	
	battery - wtr truck	661GO2 · Vehicle & Equip Maint & Repair	-112.42
TOTAL			-112.42
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-396.22
TOTAL			-396.22
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
	pvc - Cottonwood irrigation	732POO · Supplies & Materials	-11.40
TOTAL			-11.40
Caselle Inc		Alpine-Operating Account	
	June 2020	914SOO · Consulting & Engineering Servs	-159.50
	June 2020	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
ProForce Law Enforcement		Alpine-Operating Account	
	ammo	832GO3 · Equipment & Supplies	-125.00
TOTAL			-125.00
Quill.com		Alpine-Operating Account	
	printer ink - plant	941WOO · Office Supplies	-39.98
TOTAL			-39.98
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-7.25
		732POO · Supplies & Materials	-7.25
		932SOO · Supplies & Materials	-7.25
		932WOO · Supplies & Materials	-7.25
TOTAL			-29.00
Pureline Treatment Systems		Alpine-Operating Account	
	May 2020	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00

Town of Ridgway
Register of Demands
May 2020

Name	Memo	Account	Paid Amount
Ouray County Road & Bridge		Alpine-Operating Account	
	Apr 2020	560GOO · Gas & Oil	-41.80
	Apr 2020	660GO2 · Gas & Oil	-354.00
	Apr 2020	760POO · Gas & Oil	-113.52
	Apr 2020	960WOO · Gas & Oil	-113.04
	Apr 2020	960SOO · Gas & Oil	-249.27
	Apr 2020	860GO3 · Gas & Oil	-482.60
TOTAL			-1,354.23
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-27.56
		915SOO · Dues & Memberships	-27.57
TOTAL			-55.13
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-2.20
		961SOO · Vehicle & Equip Maint & Repair	-2.20
		961WOO · Vehicle & Equip Maint & Repair	-2.20
TOTAL			-6.60
Recla Metals LLLP		Alpine-Operating Account	
	Beaver Creek headgate	932WOO · Supplies & Materials	-38.40
TOTAL			-38.40
Instrument & Supply West, Inc.		Alpine-Operating Account	
	PRV rebuild	931WOO · Maintenance & Repairs	-3,542.00
TOTAL			-3,542.00
CIRSA		Alpine-Operating Account	
	2019 audit	504GOO · Workers Compensation Insur...	-732.00
	2019 audit	904SOO · Worker's Compensation Insur...	-100.00
TOTAL			-832.00
Mr. Lock		Alpine-Operating Account	
	padlocks	732POO · Supplies & Materials	-73.16
	padlocks	932WOO · Supplies & Materials	-73.16
	padlocks	932SOO · Supplies & Materials	-73.16
TOTAL			-219.48
Eurofins Eaton Analytical Inc.		Alpine-Operating Account	
		990WOO · Testing - water	-150.00
TOTAL			-150.00

Town of Ridgway
Register of Demands
May 2020

Name	Memo	Account	Paid Amount
Faris Machinery		Alpine-Operating Account	
	4/10-4/17 rental	667GO2 · Street Sweeping	-3,140.00
TOTAL			-3,140.00
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-335.00
TOTAL			-335.00
Sunset Automotive		Alpine-Operating Account	
	fuel tank & pump - F250	661GO2 · Vehicle & Equip Maint & Repair	-247.89
	fuel tank & pump - F250	761POO · Vehicle & Equip Maint & Repair	-247.89
	fuel tank & pump - F250	961WOO · Vehicle & Equip Maint & Repair	-247.88
	fuel tank & pump - F250	961SOO · Vehicle & Equip Maint & Repair	-247.89
	fuel filter - F250	661GO2 · Vehicle & Equip Maint & Repair	-2.76
	fuel filter - F250	761POO · Vehicle & Equip Maint & Repair	-2.75
	fuel filter - F250	961WOO · Vehicle & Equip Maint & Repair	-2.75
	fuel filter - F250	961SOO · Vehicle & Equip Maint & Repair	-2.75
TOTAL			-1,002.56
Honnen Equipment Company		Alpine-Operating Account	
	return freight - loader	662GO2 · SnowRemoval Equip&Services	-735.00
TOTAL			-735.00
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
Ridgway Area Chamber of Com...		Alpine-Operating Account	
	receipts - Apr 2020	529GOO · Tourism Promotion	-888.68
TOTAL			-888.68
Bruin Waste Management		Alpine-Operating Account	
	Apr 2020	516GOO · Refuse Collection Franchise	-13,171.64
TOTAL			-13,171.64
International Inst. of Municipal ...		Alpine-Operating Account	
		522GOO · Dues & Memberships	-170.00
TOTAL			-170.00
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - Fusion	860GO3 · Gas & Oil	-55.24
TOTAL			-55.24

Town of Ridgway
Register of Demands
May 2020

Name	Memo	Account	Paid Amount
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-8.98
		941WOO · Office Supplies	-50.78
		941SOO · Office Supplies	-50.78
		841GO3 · Office Supplies	-118.67
TOTAL			-229.21
Clear Networx, LLC		Alpine-Operating Account	
	May 2020	543GOO · Telephone	-56.00
	May 2020	643GO2 · Telephone	-56.00
	May 2020	843GO3 · Telephone	-61.00
	May 2020	943WOO · Telephone	-56.00
	May 2020	943SOO · Telephone	-56.00
	May 2020	530GOO · Computer	-50.00
	May 2020	630GO2 · Computer	-50.00
	May 2020	730POO · Computer	-50.00
	May 2020	830GO3 · Computer	-50.00
	May 2020	930WOO · Computer	-50.00
	May 2020	930SOO · Computer	-50.00
	May 2020	917WOO · IT Services	-50.00
	May 2020	917SOO · IT Services	-25.00
	May 2020	615GO2 · IT Services	-25.00
	May 2020	843GO3 · Telephone	-55.00
TOTAL			-740.00
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-14.00
		942SOO · Utilities	-14.01
		942WOO · Utilities	-14.00
TOTAL			-42.01
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.08
TOTAL			-26.08
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-28.62
		642GO2 · Utilities	-28.62
		942SOO · Utilities	-28.62
		942WOO · Utilities	-28.62
TOTAL			-114.48
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-42.75
TOTAL			-42.75

Town of Ridgway
Register of Demands
May 2020

Name	Memo	Account	Paid Amount
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-41.06
		842GO3 · Utilities	-41.06
		542GOO · Utilities	-41.06
TOTAL			-123.18
Black Hills Energy-Broadband		Alpine-Operating Account	
	broadband building	5075GO1 · Region 10	-13.52
TOTAL			-13.52
WestCo		Alpine-Operating Account	
	2nd qtr 2020	885GO3 · Dispatch Services	-10,003.60
TOTAL			-10,003.60
Reynolds Ash + Associates		Alpine-Operating Account	
	Mar 2020	CP1900 · Design	-2,532.50
	Apr 2020	CP1900 · Design	-1,860.00
TOTAL			-4,392.50
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-21.02
		943SOO · Telephone	-74.38
		943WOO · Telephone	-133.65
		843GO3 · Telephone	-168.06
		543GOO · Telephone	-94.78
		643GO2 · Telephone	-52.78
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-10.01
		830GO3 · Computer	-160.28
TOTAL			-734.96

AGENDA ITEM #7



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 4, 2020
Agenda Topic: Proclamation Declaring May 2020 as Mental Health Awareness Month

SUMMARY:

The Town Council is asked to consider adopting the attached Proclamation declaring May 2020 as Mental Health Awareness Month. Paul Reich with Tri-County Health Network will attend Wednesday's virtual meeting to present more information about Mental Health Awareness Month.

PROPOSED MOTION:

"I move to adopt the Proclamation Declaring May 2020 as Mental Health Awareness Month."

ATTACHMENT:

Official Proclamation



OFFICAL PROCLAMATION TOWN OF RIDGWAY, COLORADO

A Proclamation Declaring May 2020 as Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and have a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, we, the Ridgway Town Council, do hereby proclaim May 2020 as Mental Health Awareness Month.

NOW THEREFORE, as the Ridgway Town Council, we also call upon the citizens, government agencies, public and private institutions, businesses and schools in the Town of Ridgway to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

PROCLAIMED THIS 13th day of May 2020

TOWN OF RIDGWAY

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 7, 2020
Agenda Topic: Review and action on Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway

ACTION BEFORE COUNCIL:

Due to the ongoing nature of the COVID-19 pandemic, Council is asked to consider approving the attached Order that would extend the Declaration of a Local Disaster to June 11, 2020.

PROPOSED MOTION:

"I move to approve the Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway."

SUMMARY:

On March 17, 2020, the Town Manager issued an Order Declaring a Local Disaster in and for the Town of Ridgway. The Order was issued pursuant to the authority granted to the Town Manager and issued with the approval and support of the Mayor. On March 20, 2020, the Town Council extended the Declaration of a Local Disaster to May 14, 2020. With the Town of Ridgway and Ouray County continuing to navigate the immediate response to COVID-19, as well as the subsequent phases of reopening and economic recovery, staff is recommending that the Declaration of a Local Disaster be extended to June 11, 2020.

ATTACHMENT:

Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway

TOWN OF RIDGWAY, COLORADO
ORDER EXTENDING THE DECLARATION OF A LOCAL DISASTER IN AND FOR
THE TOWN OF RIDGWAY

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et. seq. (the “Act”), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision; for the Town of Ridgway, Colorado (the “Town”), the principal executive officer is the Town Manager; and

WHEREAS, the Town Manager issued an Order Declaring a Local Disaster (the “Order”) on March 17, 2020; and

WHEREAS, the Order was issued pursuant to the authority granted to the Town Manager, and issued with the approval and support of the Mayor for the Town; and

WHEREAS, on March 20, 2020, the Town Council extended the Declaration of a Local Disaster to May 14, 2020; and

WHEREAS, the Town Council wishes to extend the Declaration of a Local Disaster; and

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, this Declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency shall not be continued beyond a period of seven (7) days or removed except by action of the governing board of the political subdivision for the Town, the Town Council; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

WHEREAS, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED on this 13^h day of May, 2020, that the disaster emergency that was declared in and for the Town of Ridgway beginning on March 17, 2020, is extended to June 11, 2020, unless further extended or amended by action of the Town Council for the Town.

IT IS FURTHER ORDERED that this Declaration shall be given prompt and general publicity, filed immediately with the office of the Ouray County Emergency Manager and a copy filed with the Ouray County Clerk and Recorder, as well as to the Colorado Office of Emergency Management.

APPROVED BY THE TOWN COUNCIL ON THIS 13th DAY OF MAY 2020

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

AGENDA ITEM #9



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 5, 2020
Agenda Topic: Emergency Ordinance No. 2020-02 an Emergency Ordinance of the Town of Ridgway, Colorado Adopting Temporary Amendments to the Sign Regulations

SUMMARY:

Attached for Council's consideration is an emergency ordinance that would temporarily relax regulations governing signage to allow local businesses which are lawfully in operation to advertise their services. Some communities around the state of Colorado, including Durango, have temporarily relaxed signage regulations as a way to encourage businesses to use additional signage to draw customers while continuing to abide by state and local orders governing business operations and social distancing practices.

The intent of this emergency ordinance is to temporarily adopt amendments to the Town's Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code in order to relax certain signage requirements for lawfully operating businesses for a four-month period until September 13, 2020. Normally a business must apply for a sign permit before installing a portable sign within the Town right-of-way. In recognition of the difficult business environment created by the COVID-19 pandemic and orders related to business operations, this emergency ordinance, if approved, would waive the need for a portable sign on Town right-of-way proposal/sign permit application to be submitted to the Town with applicable fee and reviewed and approved by Town staff.

PROPOSED MOTION:

"I move to approve Emergency Ordinance No. 2020-02 an Emergency Ordinance of the Town of Ridgway, Colorado Adopting Temporary Amendments to the Sign Regulations."

ATTACHMENT:

Emergency Ordinance No. 2020-02

**TOWN OF RIDGWAY, COLORADO
EMERGENCY ORDINANCE NO. 2020-02**

**AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO
ADOPTING TEMPORARY AMENDMENTS TO THE SIGN REGULATIONS**

WHEREAS, the Town of Ridgway, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

WHEREAS, Article 3-8 of the Ridgway Charter allows for the adoption of an emergency ordinance when the Town Council determines that the ordinance is necessary to the immediate preservation of the public peace, health and safety and includes such a declaration within the ordinance and is adopted by the affirmative vote of six members of the Town Council; and

WHEREAS, the Town Manager issued an Order Declaring a Local Disaster related to the COVID-19 pandemic on March 17, 2020; and

WHEREAS, on March 20, 2020, the Town Council ratified and extended the Declaration of a Local Disaster to May 14, 2020; and

WHEREAS, on May 13, 2020, the Town Council extended the Declaration of a Local Disaster to June 11, 2020; and

WHEREAS, Colorado Governor Jared Polis issued a statewide “Safer-At-Home” order on April 27, 2020 and the month prior, the Governor ordered the closure of in-person dining at restaurants and bars and closures of other establishments to limit large gathering places. These orders have created a significant economic impact to the operation of businesses within the Town; and

WHEREAS, the health crisis has and will continue to have a severe economic impact on local business that may threaten the continued existence of many those businesses with locations within the Town. It is the intent of this emergency ordinance to temporarily adopt amendments to the Town’s Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code in order to relax certain signage requirements for lawfully operating businesses who may want additional signs during the time the Emergency Declaration is in effect.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Amendment to the Code. Section 7-3-12(G)(2)(c) and (d) are hereby placed in abeyance for a period of four months or until September 13, 2020. Accordingly, the installation of a portable sign within the Town right-of-way does not require a sign permit. All other provisions of the sign code regulating signs and portable signs shall apply.

Section 3. No signage is allowed to cause any type of public safety hazard by restricting visibility, creating trip hazards, or impacting traffic safety.

Section 4. This temporary amendment to the Town's Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code applies only to lawfully operating businesses.

Section 5. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 6. Effective Date. This Emergency Ordinance shall take effect immediately upon its adoption by the Town Council in accordance with Article 3-8 of the Ridgway Charter.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 8. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

Section 9. Repeal. This Ordinance shall expire on September 13, 2020 reinstating the enforcement of Section 7-3-12(G)(2)(c) and (d).

Section 10. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-8 of the Ridgway Charter.

[Execution Page follows]

**INTRODUCED, READ, HEARD AND FINALLY ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF RIDGWAY, COLORADO, THIS 13TH DAY OF MAY, 2020.**

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

AGENDA ITEM #10



To: Town Council
From: Shay Coburn, Town Planner
Date: May 13, 2020
Re: Master Plan Implementation – Land Use Code Updates – Phase 1, Housing

INTRODUCTION

This will be the fifth public meeting held to discuss proposed Municipal Code updates that are intended to help reduce the cost of housing in our community through allowing more housing types and considering higher density residential uses throughout town and future annexations. While the state of our world is currently in flux, it remains important to allow for flexibility in our code to help with housing needs in our changing economy.

The Planning Commission reviewed the initial draft at the January 7, 2020, meeting. The draft was revised based on feedback received and then presented at the Joint Town Council and Planning Commission Workshop on February 10. There were about 35 community members in attendance as well as most of the Council and Commission. The proposed edits to the Municipal Code were generally well received with some finer details discussed. Comments from the public were received until February 24, they were reviewed carefully and incorporated, where appropriate, into the draft that was then reviewed at the regular Planning Commission meeting on March 31. There were a few edits requested by the Planning Commission during that meeting that were incorporated, no public comments were received after the meeting. The Planning Commission then reviewed the fourth draft at the April 28 regular meeting. The Commission recommended that these code updates be forward to Council for consideration and for staff to 1) contact CDPHE for input on sewer treatment facility setbacks as they want to be sure that potential future impacts to the Town are mitigated, and 2) include additional regulations for fire suppression and drainage if a setback less than 5 feet is utilized where setbacks are proposed to be a minimum of 3 feet.

PROPOSED MOTION

“I move to introduce the ordinance revising Sections 6-3, 6-6, 7-3, and 8-1 of the Ridgway Municipal Code regarding housing affordability [with our without modifications].”

BACKGROUND

During the 2018-2019 master planning process, and long before, the community identified housing as a major priority. As a result, the Town of Ridgway’s [Master Plan](#) included a housing element informed by a consultant specializing in housing. The housing element is incorporated throughout the Master Plan in various goals, policies, and action items. The following action items are specific to this project:

- *COM-1c: Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements).*
- *COM-2a: Review and update the Town’s zoning regulations as necessary to ensure desired housing types are defined and allowed in locations designated for residential uses by the Land Use Plan.*



- *COM-2c: Study recent innovations in modular home and small home construction and revise land use and building codes to allow in appropriate locations.*

On August 27, 2019 the Planning Commission was presented a summary of code updates suggested by the Master Plan. The Commission recommended that Council prioritize the items that address housing. Following the Planning Commission's discussion, the Town Council approved moving forward with code updates targeted toward housing during the September 11, 2019 regular meeting.

Clarion Associates, our lead Master Plan consultant and expert zoning consultant, was hired to help with this effort. It should be noted that the Town has budgeted for additional code updates in 2020 which are planned to cover building and development procedures as well as subdivision regulations. This will likely be delayed due to budget constraints.

SUMMARY OF PROPOSED CODE EDITS

Below is a summary of the proposed updates to the Town's Zoning Regulations (RMC 7-3) and the Single Family Home Design Standards (RMC 6-6). Edits to RMC 6-3 and 8-1 have to do with clarifying definitions for mobile vs. manufactured homes so a detailed summary is not included. The summary below offers an explanation of proposed changes and why they may be helpful for housing affordability. If interested in the exact language proposed, see the attached documents that show the proposed updates in strikeout for deleted text and underline for new text. Note that the track changes documents may not reflect all changes perfectly but should be really close.

Edits and additions made after the February 10, 2020 Joint Town Council and Planning Commission workshop are noted in *green italics*.

General proposed edits to all sections include:

1. Consistency (i.e., ensure consistent use of terms)
2. Organization (i.e., ensure use regulations are in the use section of each district, break down paragraphs or merge them to be most clear)
3. Formatting (i.e., numbering, adding headings)
4. Administrative items (i.e., fixing typos, updating cross references, deleting repetitive language)

Proposed edits to the Zoning Regulations (RMC 7-3) include:

1. 7-3-2: Definitions – Definitions for a broader range of housing types are proposed to more clearly support the full spectrum of housing types encouraged by the Master Plan. While some are not currently referenced in other parts of the code, they are intended to provide a point of reference for the Town and applicants on future annexations, development agreements, and/or PUDs.
 - a. Edited the following definitions: dwelling, *duplex dwelling*, *townhouse dwelling*, *multifamily dwelling*, family, group home, factory-built housing, manufactured home, and manufactured home park.
 - b. Added definitions for the following terms: cluster development, co-housing development, *triplex dwelling*, *fourplex dwelling*, live-work dwelling, single family, accessory dwelling unit, employee housing, major addition, and workforce housing.



- c. *Added images for dwelling types.*
 - d. “Mobile” was replaced with “manufactured” throughout the code (thus the updates in RMC 6-3: Regulations for Mobile Homes, Travel Homes, and Other Factory Manufactured Structures and RMC 8-1: Mobile Home Park and Travel Home Park Regulations). The definition of manufactured home was updated to generally be a dwelling that meets Housing and Urban Development (HUD) standards. A definition for factory-built housing was added to clarify between manufactured homes/HUD homes and homes built in a factory in compliance with Town and/or State building codes. With this language, the Town is adopting DOLA’s Division of Housing building codes for factory-built residential units by reference.
 - e. A definition of micro-units is not included, because these are simply multi-family dwelling units of very small size. Since Ridgway does not have a minimum size requirement for multi-family dwelling units, these are included in the definition of multi-family dwelling.
 - f. A definition of tiny house is not included. Based on proposed definitions, a tiny house depending on its characteristics will fall into another category such as factory-built housing or dwelling.
2. 7-3-4 to 7-3-14: Zoning Districts and Uses – In general, the intent statements for many districts have been refined to better align with the Master Plan and the newly defined dwelling types that were added as uses by-right or conditional uses where appropriate. These edits should generally expand what is allowed in most districts encouraging more housing types and development forms.
- a. Low Density Residential district:
 - i. Added duplexes, cluster development dwellings, and *Townhouse dwellings up to 2 dwelling units* as uses by-right.
 - ii. Added townhouse dwellings *over 2 dwelling units*, triplex dwellings, fourplex dwellings, multiple family dwellings, and group homes as conditional uses.
 - b. Historic Residential district:
 - i. Added townhouse dwellings up to 4 units, triplex dwellings, and fourplex dwellings as uses by-right.
 - ii. Added townhouse dwellings more than 4 units, co-housing development dwellings, and group homes as conditional uses.
 - iii. *Deleted cross reference for manufactured homes to meet the foundation requirements of RMC 6-6 as RMC 6-3 addresses this.*
 - c. Historic Business district - Added townhouse dwellings, triplex dwellings, fourplex dwellings, live/work dwellings, and group homes as uses by-right.
 - d. Downtown Service district - Added townhouse dwellings, triplex dwellings, fourplex dwelling, and live/work dwellings as uses by-right.
 - e. General Commercial district:
 - i. Added live/work dwellings, group homes, and employee housing to uses by-right. Added townhouse dwellings, triplex dwellings, and fourplex dwellings as conditional uses.



- ii. Changed multiple family dwellings from a conditional use to be a use by-right to reinforce the mixed-use intent of this district, as contemplated by the Master Plan.
 - iii. Removed single family and duplexes as conditional uses. Note that this use would no longer be allowed in this district.
 - iv. Added performance standards to ensure residential is not located along primary roadways on prime commercial land.
 - f. Light Industrial 1 district - Added employee housing as a conditional use.
 - g. If a district is not noted above, only general edits (like language clarifications) are proposed.
3. 7-3-7: Mixed Residential District – This district was added to help implement the Mixed-Neighborhood land use category in the Master Plan. The Mixed Neighborhoods category supports densities between 12 and 18 dwelling units per acre. Note that this new district was drafted based on discussions had by the Planning Commission with the public mostly in 2016. At that time the Commission was considering adding two higher density residential districts to the code. This effort was put on hold while the Town went through the master planning process to be sure it was better understood what the community wanted.
- a. This district would allow most all housing types now defined in the code. They would be allowed on smaller lots or at higher densities.
 - b. Short term rentals would only be allowed in single family detached dwellings and duplexes where one entity owns both units within the duplex. This is the same as all other residential based districts.
 - c. Retail stores, restaurants and taverns, live/work dwellings, and others are conditional uses allowing for a mix of uses.
 - d. *Added that buildings over 10,000 square feet would be reviewed as a conditional use to be consistent with the GC district.*
 - e. Includes performance standards informed by the Town’s commercial design guidelines.
 - f. This district is a floating district meaning that there is no specific land proposed to be rezoned at this time, but rather by creating this zone, the public is informed that this is a desired development type in town.
4. 7-3-15: Dimensional Standards – These standards have been refined to allow for increased density throughout town. Higher densities mean lower land costs per dwelling unit. Generally, residential districts will now allow for smaller lots, less lot width, higher lot coverage, and slightly smaller setbacks.
- a. *Edited to allow the side setback along an alley to be 2’ minimum given rear setbacks along an alley are currently 2’ minimum.*
 - b. Low Density Residential district:
 - i. Reduced the lot size from 10,000 square feet minimum to 6,000 square feet for single family and duplexes.
 - ii. Increased the lot coverage from 40% to 50% for single family and duplex.
 - iii. Reduced side setback from 8’ to 5’.



- iv. All other uses (besides single family and duplex) would have to meet the existing dimensional standards in this district.
- c. Historic Residential district:
 - i. Reduced lot width from 50' to 25' for single family and duplexes. Reduced lot width from 100'+ to 35' for residential uses with 3-4 dwellings. *See Lot Size explanation below.*
 - ii. Reduced lot size from 5,000 square feet minimum to 3,000 square feet for single family and duplexes. Reduced lot size from 11,000+ square feet minimum to 5,000 square feet for residential uses with 3-4 dwellings.
 - iii. Reduced side setback to 3' from 8' (*see Setbacks explanation below*) and increased lot coverage from 50% to 60% for single family, duplexes, and residential uses with 3-4 dwellings.
- d. Multifamily Residential district:
 - i. Lot width ranges from 25' to 50' minimum. *See Lot Size explanation below.*
 - ii. Lot size ranges from 3,000 to 5,000 square feet minimum.
 - iii. Lot coverage ranges from 60-70% maximum.
 - iv. Minimum front setbacks range from 10-15', rear setbacks are 8', side setbacks are 3' to 5' – *see Setbacks explanation below.*
 - v. Height is 35' maximum.
- e. General Commercial district: Increased lot coverage to 60% from 50%. In a small town, this is really a character control – forcing less lot coverage just means the owner has to buy more land for a given building, or build a smaller building than they intended. This is a barrier to investment that doesn't need to be there.

Setbacks – feedback received at the workshop and after in writing indicated that the majority of people supported reduced side setbacks in the HR and MR districts which are proposed in this draft. To try to address all concerns raised, here is some additional information:

- *As of today, the first 1' of a roof overhang; the first 3' of an unroofed terrace or patio, sill, cornice, and chimney; temporary awnings; free standing walks, rails, or fences; and the first 4' of an open fire escape can encroach into the setback area.*
- *The Le Ranch subdivision, off of Amelia, has side setbacks as small as 3'. In addition, the Town recently approved a Preliminary Plat for the Vista Park Commons PUD that has as small as 3' side setbacks.*
- *Fire safety and insurance –*
 - *Current building codes require additional details (like a 1-hour fire wall and reduced wall penetrations) for any units less than 5' from the property line. A note has been added to the code to put the owner on notice.*
 - *Staff investigated if fire insurance costs would increase due to smaller setbacks. After discussion with a local insurance provider and the Insurance Service Office, staff understands that an increase in fire insurance rates due to reduced setbacks is unlikely but possible. To be sure rates don't get increased due to smaller setbacks, the Commission supported requiring fire suppression systems in all buildings that are built 5' or less from the property line. Building separation of 10' or less requires additional flows from hydrants unless the buildings are sprinkled. This would provide options to the land owner so they can decide what they works best for them – smaller*



setbacks with a fire suppression system or larger setbacks without a system. It should be noted that all new buildings, except single family homes and duplexes, are required to have a fire suppression system per our building code. A note has been added to the dimensional table.

- **Drainage** – It is completely possible to design for smaller setbacks to accommodate drainage between the buildings; however, it often requires continued maintenance which is difficult for a municipality to regulate. As such, the Commission supported requiring any building less than 5' to the property line to do a little extra work on the front end to design the foundation properly so that long-term maintenance needs are reduced. Staff's suggestion it to require a site specific Geotech report that can inform an appropriate foundation design in addition to requiring snow guards, brakes or other devices to prevent snow and ice shedding onto adjacent properties on the roof. This would be in addition to the drainage plan that the Town already requires for a building permit. A note has been added to the dimensional table.

Lot Size – feedback received at the workshop and after in writing indicated that the majority of people supported 25' wide lots in the HR and MR districts for single family and duplex units which remains the same as the last draft. To try to address all concerns raised, here is some additional information:

- There was a concern that this will result in there being rows of skinny homes throughout town. There are only so many opportunities for infill development in the Historic Residential district so land availability alone will help regulate this. In addition, there are other options for housing types so it is not guaranteed that for example, 6 historic lots would turn into 6 skinny single family homes in a row.
- With a 25' wide lot and 3' setbacks, the max unit width would be 19'. A 19' wide dwelling unit would be a bit smaller than what we have seen in town because we have had a regulation that required at 21' by 24' footprint. However, there are a few homes in town that are close to 19' wide. Here are some examples of narrow residential units for a frame of reference:



Left: 16' wide home, rear/alley loaded with 1 or 2 car garage, 1 or 2 story, 900-1,550 square feet, or larger with a basement. Right: 20' wide unit, rear/alley loaded with a 2-car garage, up to 3 stories, 1,700 to 1,800 square feet.



5. 7-3-15: Off-Street Parking Requirements – Proposing that all residential uses, besides single family and duplex, provide one parking space per unit rather than two. Currently units 600 sf or less must provide one parking space, and all dwellings greater than 600 sf must provide two parking spaces (except ADUs that are required to provide one space and can be up to 800 sf). Parking can add significant cost to a dwelling unit due to the land area needed.
6. 7-3-18: Supplemental Regulations (Use Specific Standards) – The following edits are proposed to this section:
 - a. Clarified regulations for home occupations, accessory dwelling units (ADUs) and short-term rentals (STRs) by moving the use regulations to the respective districts and cleaning up some language. New housing types added to the code are proposed to be excluded from short term rental allowance.
 - b. ADUs – More clearly added regulation that ADUs are only permitted to single family detached dwellings. Change maximum size of 800sf of “living area” to “gross floor area which is a defined term. Updated the lot size to have an AUD that is used as a short term rental from 8,000sf to 6,000sf to match where a duplex would be allowed.
 - c. Manufactured homes – Added a new section to clarify where they are allowed per a 1993 ordinance. Added cross references to other manufactured home regs in the code (6-3 and 8-1).
 - d. Employee housing – Added a new section for this proposed new use. These standards would restrict employee housing to be accessory to a non-residential use, restrict ownership to be the same as the non-residential use, not allow for short-term rental of the unit, and:
 - i. *One employee housing unit is allowed for the first 2,500 (not 3,000) square feet of gross floor area of the primary non-residential uses, then one more for each additional 2,500 square feet up to a maximum of 3 units. The median size of existing buildings in the industrial districts is 3,369 square feet.*
 - ii. *Added a clarification that if after 45 days [previously 90 days] the unit is not rented to an employee of the connected non-residential use, that it could be offered to a household where one person is employed at an establishment within Ouray County [previously the Town of Ridgway].*
 - iii. *Employee housing units are limited to no more than 450 square feet of gross floor area. This has remained the same as the last draft.*
 - iv. *While employee housing is a proposed use by right in the GC district, many other types of housing are also a use by right. So, it is likely that an employer may choose to simply build a mixed use building rather than employee housing units to avoid the restrictions that go along with employee housing.*
 - v. *Staff is proposing that employee units not be subject to additional tap fees, does Council agree with this? Council should consider if employee units should be subject to additional monthly utility charges. Multi-use/commercial/industrial uses are charged for water and sewer per 9-1-16(C) and 9-1-17(E). Is this base charge adequate to cover up to 3 employee housing units or should the Town charge some percent more for the base rate, like we charge 72% additional for*

*Specific Council
decision needed



**Specific Council vi.
decision needed*

ADUs? If Council wants to charge a certain percent more, what is an appropriate percent? Should it be per employee unit?

There was discussion at the April Commission meeting regarding including a 500' setback for residential uses from the Town's sewer treatment facility/lot. Currently the majority of the land within 500 feet is zoned for industrial uses. Many years ago, this zoning was determined, in part, due to this odor setback. The Colorado Department of Public Health and Environment (CDPHE) licenses sewer treatment facilities. CDPHE has odor setback guidelines for new or modified facility applications. If the Town allows for more habitable structures (residences, school, commercial) to be within 500 feet of the yard, it could result in increased expenses for the Town when expanding or updating the treatment facility due to odor control requirements. There are a handful of existing residential homes within this 500' setback on historic lots.

When the odor setbacks were initially adopted in 1981 these historically plotted lots and the Town's lagoon site were already established. This case was made and accepted when the lagoon was expanded in the 1990s. It should be noted that there are a lot of unknowns when it comes to the future of this treatment facility. However, this setback would help ensure that we do not limit the Town's options in the future or inadvertently increase the cost of future improvements. Exploring options for the facility is on this year's strategic plan for the Town but is postponed with the current economic conditions. The potential benefits of allowing employee housing within 500 feet of the yard should be weighed carefully against the potential future cost to the whole Town for a new or modified sewer treatment facility.



The map above roughly shows the 500 foot setback from the yard in solid teal and the 250 foot setback in solid purple. The dashed teal lines are the 500 foot setback from the treatment ponds while the dashed purple lines shows the 250 foot setback from the treatment ponds.

Staff reached out to CDPHE and received input from David Kurz, Lead Wastewater Engineer, some of which is included below. See attached for full emails.

- "He [Chase] is correctly reading how that part of the guidance is applied. His key sentence is: 'one can build a residential dwelling within an odor setback at an existing WWTP. However, if that WWTP were to change capacity or build a new system it would be subject to odor control due to that habitable structure.' I would encourage them to keep distance between residential and*



the wastewater treatment facility if they can. If not, design and operation costs could be higher in the future if odor control needs to be included in the future.”

- *“The more the structures/uses represent residential, schools, or commercial units, the stronger the argument for requiring odor control.”*
- *“Odor control is not easy or cheap to retrofit on wastewater treatment facilities, but developers around the facility do not typically offer to pay the sanitation district to install and operate the odor control process.”*

Proposed edits to the Single Family Home Design Standards (RMC 6-6) include:

1. 6-6-2: Applicability – Proposing this section apply to ALL residential development, not just single family dwellings. While some communities develop detailed design standards for specific types of residential development (e.g., single family detached, townhomes, multifamily), as drafted, Ridgway’s standards provide a reasonable level of guidance on the key issues that would typically be addressed.
 - a. While 6-6-3(K) currently only applies to additions, the proposed edits would apply to “major addition or renovation” which is proposed to be defined in 7-3: Zoning Regulations.
 - b. *Added clarification to exemptions section that manufactured homes do not have to meet the foundation requirements in 6-6-4 as they are covered in RMC 6-3.*
2. 6-6-4(C): Roof structure –
 - a. Replace the requirement for a 3:12 roof pitch with a requirement for varied roof forms and compatible roof forms. The Commission has granted a lot of deviations to this requirement over the past number of years and no longer feels it is necessary.
 - b. Remove the requirement to fully enclose a flatter roof with a parapet. Rather require screening for any equipment on a roof. *Refined language to ensure that screening that would interfere with the efficient operation of rooftop solar equipment is not required.*
3. 6-6-4(E): Minimum Width – Proposing to remove the minimum 21’ by 24’ building footprint requirement. This will allow greater flexibility to adapt building footprints to fit different size lots rather than meeting an arbitrary set of dimensions. The Planning Commission has granted a lot of deviations to this requirement and finds that it is no longer applicable. In addition, clarity has been added around manufactured homes and factory-built homes and other design standards were to address the concern for single-wide looking units.
4. 6-6-4(J): Exterior Lighting – Removed repetitive section on exterior lighting. The Town’s newly revised outdoor lighting regulations have more detailed information and apply to all exterior lighting.
5. 6-6-4(L): Development Density – Removed the restriction for only two non site-built homes to be on each block. The proposed edits add a definition for factory-built housing and manufactured housing to be clearer on what building regulations apply to what kind of housing. Manufactured dwellings are only allowed in limited locations, which is now clarified in 7-3.



Factory-built dwellings are treated just like site-built dwellings and must meet Town and/or State building regulations.

6. 6-6-5: Architectural Standards – Clarified these standards to ensure we get the intended outcomes and reduce the need for deviations. Moved text from other areas in these regulations to this specific section.
7. 6-6-6: Deviations – Added a new criterion, for those building workforce housing as defined in RMC 7-3, to qualify for a deviation to these regulations.

ATTACHMENTS

- RMC 6-3, 6-6, 7-3, and 8-1 with track changes
- CDPHE emails
- Ordinance 2020-XX: An Ordinance of the Town of Ridgway, Colorado Revising Sections 6-3, 6-6, 7-3 and 8-1 of the Ridgway Municipal Code Regarding Housing Affordability

CHAPTER 6

SECTION 3

**Regulations for ~~Mobile~~ Manufactured Homes, Travel Homes, and Other Factory-
~~Manufactured-Built Housing Structures~~**

Subsections:

- 6-3-1 Definitions.
- 6-3-2 Building And Occupancy Permits For Factory-Built Structures.
- 6-3-3 Nonconforming ~~Manufactured~~ Mobile Homes And Structures.
- 6-3-4 Administration And Enforcement.

6-3-1 DEFINITIONS.

(A) ~~MOBILE-MANUFACTURED HOME~~: A factory-built structure that is built on a permanent chassis, is designed and constructed to permit lawful long-term occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended (commonly referred to as the "HUD Code.)." ~~Mobile home means a factory built single family dwelling with a living area of 500 square feet or more which does not meet the requirements of Section 6-6, and is not required to have license plates pursuant to Article 42-3, C.R.S., as amended.~~

~~(Ord. 19-1999)~~

(B) ~~DEPENDENT MANUFACTURED MOBILE HOME~~: A manufactured mobile home without toilet, lavatory or bathing facilities.

(C) ~~FACTORY-BUILT HOUSING~~: Any structure, or component of a structure, designed primarily for residential occupancy, either permanent or temporary, that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, and that does not meet the definition of a manufactured home. Factory-built housing shall either comply with the Town's adopted building codes or the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14.

~~(C)(D) MOBILE MANUFACTURED HOME PARK~~: A single site, parcel or lot operated and used for the location of two (2) or more manufactured mobile homes intended for use as residences.

~~(D)(E) TRAVEL HOME~~: Any movable or relocatable dwelling unit with a living area of less than 500 square feet or which is required to have a license plate.

~~(E)(F) TRAVEL HOME PARK~~: A park or campground for the temporary use of travel homes, including but not limited to campers, motorhomes, pick-up truck campers, trailers and trailer coaches.

6-3-2 BUILDING AND OCCUPANCY PERMITS FOR FACTORY-BUILT STRUCTURES.

(A) It shall be unlawful to erect, move or place any ~~manufactured~~~~mobile~~ home or other factory-built housing or structure, other than travel homes, within, on or onto any site, lot or tract, including a ~~manufactured~~~~mobile~~ home park space without first obtaining a building permit.

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

(1) ~~Mobile-Manufactured~~ homes or factory-built housing set up within a lawful ~~manufactured~~~~mobile~~ home park: \$200 building permit fee. No plan check fee. (Ord 2-2019)

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

(C) No building permit shall be issued unless the following criteria are met:

(1) The ~~manufactured~~~~mobile~~ home or factory--built structure meets either the Town's Building, Plumbing, Electrical and other Codes and Regulations, or

(a) It is to be used for a residence and for ~~manufactured~~~~mobile~~ homes ~~or other factory-built homes~~ manufactured after June 15, 1976, - meets the requirements of the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC 1501, et seq.) and regulations promulgated thereunder;

(b) It is to be used for a residence and for mobile homes ~~and other factory-built homes~~ manufactured prior to June 15, 1976, and after the effective date of the Colorado Housing Act of 1970 (C.R.S., 24-32-701, et seq., as amended), - complies with the requirements of said Act, and all rules and regulations promulgated thereunder;

(c) For factory--built storage and outbuildings with less than 250 square feet of floor area, - they are to be assembled and erected in accordance with the manufacturer's minimum requirements;

~~(c)~~(d) It is to be used for a residence and for factory-built homes meets the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14

(2) Any foundation, and all electrical and plumbing interconnections shall comply with applicable requirements of the Town's Building, Plumbing and Electrical Codes.

(3) Except for a ~~manufactured~~~~mobile~~ home located in a ~~manufactured~~~~mobile~~ home park for less than ninety (90) days, or one which is located upon a full foundation constructed in compliance with the building code requirements, each ~~manufactured~~~~mobile~~ home shall have skirting installed around the entire lower perimeter of the home completely enclosing all water and sewer connections. Such skirting shall meet Town standard specifications.

(4) (a) Except for ~~manufactured~~~~mobile~~ homes erected on a foundation, complying with the requirements of the Building Code, all ~~manufactured~~~~mobile~~ homes located within the Town shall

be adequately blocked and supported with sufficient number of footings, which, at a minimum, conform with the manufacturer's recommendations for such ~~manufactured-mobile~~ home. Footings and foundations, unless otherwise specifically provided, shall be constructed of materials specified by the Building Code for the intended use and in all cases shall extend below the frost line. Footings of concrete and masonry shall be of solid material. Foundations supporting untreated wood shall extend at least six (6) inches above the adjacent finished grade. Footings shall have a minimum depth below finished grade of twelve (12) inches unless a greater depth is recommended by a foundation investigation.

Piers and bearing walls shall be supported on masonry or concrete foundations or piles or other approved foundation systems which shall be of sufficient capacity to support all loads.

(b) ~~Manufactured Mobile~~ homes to be set up in a ~~manufacturedmobile~~ home park may be set up as follows in lieu of the requirements of Paragraph (a).

(i) The ~~manufactured mobile~~ home shall be set up so that there is a minimum eighteen inches (18") high area for access to the water and sewer connections measured from the bottom of the wood frame to the ground or pad.

(ii) The support areas shall consist of a poured concrete or leveled gravel base.

(iii) The ~~manufacturedmobile~~ home shall be set upon supports along both sides no more than eight feet (8') apart, center to center, or as per manufacturer's specifications. Each support shall consist of two four inch by eight inch by sixteen inch (4" x 8" x 16") concrete pad blocks, topped by additional concrete blocks placed with their long dimensions running perpendicular to the long dimensions of the pad blocks. Pad blocks are not required if the supports rest upon a concrete slab. The top of each support shall be capped by a two inch by eight inch by sixteen inch (2" x 8" x 16") wood block, and wedges shall be used to insure a tight set up. Alternate supports may be approved pursuant to ~~Section 106 of the Uniform Building Code~~ Town's Building Regulations.

(iv) The sewer connection shall be grouted and sealed.

(v) The site shall be graded to direct drainage away from the ~~manufacturedmobile~~ home.

(vi) That portion of the water supply line subject to flexing shall be copper or polybutylene. That portion subject to freezing shall be wrapped with heat tape or otherwise frost proofed.

(vii) All applicable requirements of this Section, Town Zoning Regulations, Flood Plain Management Regulations and other Town ordinances and regulations shall be met.

(D) It shall be unlawful to use or occupy a ~~manufacturedmobile~~ home, or factory-built structure (other than a travel home) until an Occupancy Permit has been issued by the Building Inspector following his inspection to determine compliance with the requirements of this Section 3 and other applicable Town Building and Zoning Ordinances and Regulations.

(E) Except as modified in this Section 6-3-2(E), all factory-built structures are subject to applicable provisions of Town building, electrical and plumbing codes, including provisions applicable to maintenance, additions, repairs, alterations, and permits therefore. Provided, however, repairs to structures built pursuant to the regulations described in Paragraph 6-3-2(C)(1)(a) may be made in compliance with such regulations. (Ord 19-1999)

6-3-3 NONCONFORMING ~~MANUFACTURED MOBILE~~ HOMES AND STRUCTURES.

Any ~~manufactured mobile~~ home or other factory-built housing or structure which, at the effective date of this Section, or at the time of annexation, if annexed, subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with previously applicable County or Town regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained or used but shall not be enlarged, modified, repaired or replaced except in conformity with this Section. Any ~~manufactured mobile~~ home or other factory-built housing or structure which was previously unlawful or illegal under previously applicable regulations shall remain unlawful or illegal and subject to abatement or other enforcement action.

6-3-4 ADMINISTRATION AND ENFORCEMENT.

- (A) The Building Official shall administer and enforce this Section.
- (B) It shall be unlawful for any person to violate any provision of this Section.
- (C) Any person convicted of a violation of any of the provisions of this Section shall be punished by a fine of not more than \$300. Each day during which any violation is committed or permitted to continue shall be considered to constitute a separate offense. (Ord 1-2017)
- (D) Any violation of the provisions of this Section is hereby declared to be a nuisance and may be abated in accordance with law.
- (E) In addition to any other remedies the Town may have, it may maintain an action in a court of competent jurisdiction to enjoin any violation of or compel compliance with any provision of this Section.
- (F) The Town may refuse to issue any permits required by Town ordinance or grant water or sewer taps if the applicant is in violation of any of the provisions of this Section.

CHAPTER 6

SECTION 6

Single Family Home Residential Design Standards**Subsections:**

- 6-6-1 Legislative Declaration.
- 6-6-2 Applicability.
- 6-6-3 Exceptions.
- 6-6-4 Development Standards.
- 6-6-5 Architectural Standards.
- 6-6-6 Deviations.
- 6-6-7 Enforcement and Administration.

6-6-1 LEGISLATIVE DECLARATION.

Ridgway is defined in part by ~~eclectic~~ architecture and neighborhoods that vary in age and character. -A goal of the Town's Master Plan is to create a well-integrated community that meets the needs of residents of various income levels, ages and stages of family life cycles. -One way of achieving this is to encourage a mix of housing types and densities, rather than segregating them into separate districts. -In accomplishing this, it is acknowledged that the visual appearance of a property affects more than just the property involved. New and altered structures impact the surrounding neighborhood both in character and property value. These standards have been adopted to encourage a mix of housing types, while helping to ensure that this will not be detrimental to the character of the neighborhoods or to property values in general.

6-6-2 APPLICABILITY.

(A) Unless otherwise excepted, The regulations set out in this Section 6-6 shall apply to: ~~all newly constructed or installed single family residence and Subsection 6-6-3(K) shall apply to additions, in addition to other applicable ordinances and regulations. Provided, however, these regulations shall not be applicable to mobile homes, as defined in Subsection 6-3-1(A), placed within designated mobile home overlay districts, or on spaces within a licensed mobile home park, except as specifically applied.~~

(1) Construction of any residential building, including without limitation construction of Single Family, Duplex, Townhouse, Triplex, Fourplex, Cluster Housing, Co-Housing, Multiple Family structures, and Accessory Dwelling Units;

(2) New residential subdivisions;

(3) Major additions or renovations to an existing residential structure;

~~(4)~~ Structures that contain only residential uses that are included as part of a mixed-use development.

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- (B) Once subjected to these requirements, all ~~single family residences~~residential development and appurtenant sites shall thereafter be maintained in conformity ~~herewith thereafter~~with these requirements.

6-6-3 EXCEPTIONS.

These regulations shall not be applicable to manufactured homes, as defined in Subsection 7-3-2 and subject to supplemental standards in Subsection 7-3-18(K).

~~6-6-36-6-4~~ DEVELOPMENT STANDARDS.

(A) Foundations:

~~These requirements shall apply in addition to any applicable provisions of Subsection 6-3-2:~~

- (1) ~~(a)~~ The foundation must enclose the space beneath the perimeter of the structure. Foundations may be constructed of masonry or concrete.
- (2) ~~(b)~~ Perimeter foundations and all supports under the structure must meet the frost depth as required in subsection 6-1-~~3(K)~~.
- (3) ~~(c)~~ All foundations and interior supports shall be poured on undisturbed or compacted soil.
- (4) ~~(2)~~ All portions of foundations that are above the adjacent finished grade by more than 6 inches shall be finished using the same siding materials as the dwelling or complementary materials such as stucco, stone or brick. Cosmetically equivalent split faced block or other block with design finish or other materials may be allowed with prior approval of the Town.
- (5) ~~(3)~~ Unfinished masonry blocks, plywood, other materials or earth backfill that exceeds a grade of 2 foot horizontal for each 1 foot of raise are not ~~acceptable~~permitted.
- (6) ~~(4)~~ Exceptions to the above standards may be allowed where foundations must be stepped to address a slope in the natural grade of the site. However, such deviations to these standards shall be kept to the minimum required to address the specific site condition.

(B) Exterior Siding:

- (1) Exterior siding shall be made of non-reflective metal or vinyl lap, wood, simulated wood grain products, painted or colored stucco, brick, stone, or any combination of these materials, or other cosmetically equivalent materials with prior approval of the Town.
- (2) Materials intended to be painted or finished in any manner, such as wood products or stucco, shall not be accepted~~able~~ until painted or finished.

(C) Roof Structure:

~~(1) Repealed by Ordinance 3 2002~~

~~(2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.~~

(1) Provide varied roof forms or roof forms that are compatible with those used on adjacent homes.

~~(+)(2)~~ Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. —This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the dwelling-façade on which they are located. Flatter roofs are permitted only if contained within a parapet that is higher than any equipment on the adjacent roof is screened from view from each street on which the lot fronts, and from abutting lots, provided, however, that screening that would interfere with the efficient operation of rooftop solar equipment shall not be required.

(3) Mansard roofs and A-frame designs are not permitted; provided, however, mansard.

~~(2)(4)~~ Mansard roofs are only permitted if the base of the roof is above the second story of the structure.

~~(D) Repealed by Ordinance 10 2003~~

~~(E) Minimum Width:~~

~~The building footprint may be any shape, but must be able to fully enclose a 24 ft. x 21 ft. rectangle within the perimeter, exclusive of any attached garage.~~

(D) ~~(F)~~ Sidewalks:

Sidewalks shall be installed in accordance with Town specifications along the adjoining street frontages prior to issuance of a Certificate of Occupancy unless the Town allows execution of a recordable covenant to participate in an assessment district, in cases where immediate construction is not practical.

(E) ~~(G)~~ Mechanical Equipment:

(1) Propane storage tanks shall not be placed in the front or street side yard unless placed underground. Propane tank placement must also meet applicable code requirements, which in most cases require that the tank be no less than ten feet from any property line and ten feet from any building.

(2) Swamp coolers, AC units, heat pumps and other mechanical equipment shall not be placed in the front yard. When placed in the street side yard, mechanical equipment should be screened from view from the street using landscaping, walls or fences which are complimentary to the building design.

(F) ~~(H)~~ Street Address Number:

Each residence shall display the street address number in a location that is easily visible from the street ~~in with each character letters~~ not less than 4 inches nor more than 8 inches in height.

(G) ~~(F)~~ Landscaping:

In addition to the requirements of Subsection 6-1-11, the site shall be landscaped to meet the following minimum standards:

- (1) Trees: A minimum of one tree per 2000 square feet of gross lot area shall be provided in all zones except Historic Business. Trees shall have a minimum caliper of 1 ~~1/2~~^{1 1/2} inch for deciduous trees and a five-foot minimum height for evergreens.
- (2) In residential zoning districts, trees and shrubs may be placed in any landscape configuration and arranged to compliment the structure. However, of the required trees, a minimum of one tree shall be located in the front yard for each 25 foot of street and on corner lots, one tree shall be located in the street side yard for each 50 foot of street side yard frontage. Landscape elements shall not be located where, at mature size, they will block vehicular sight lines at corners or to public roadways. Where possible, trees should be located in such a way, or be a type, that they will not infringe on solar access and view of the adjoining properties.
- (3) Shrubs: The front and street side yard shall include a minimum of one shrub (5-gallon size) per 10 feet of front and side street frontage.
- (4) In the case of fractional requirements for the number of trees and shrubs, the number required shall be rounded to the nearest whole number.
- (5) Groundcover: Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum. A minimum of 50% of the front and street side yard shall be covered with live vegetation. The remaining area can be vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. River rock, stone or cobbles, if used, shall not exceed 10% of the front or street side yard area. (Driveway area of minimum length and width to provide access and parking shall not be included in the 10% calculation of stone or rock covered area).

~~(J)~~ Exterior Lighting:

~~In addition to the requirements of Section 6-5, all exterior lighting shall be directed downward and designed so as not to directly illuminate areas off the premises.~~

(H) ~~(K)~~ Additions to Existing or New Homes:

Any additions or exterior remodeling shall respect the architectural character, detailing, lines and

proportions of the existing structure. Additions shall be so integrated into the existing structure that they are difficult to identify as being added and shall appear to have been a part of the original design of the structure. A "face lift" on the existing building may be used in accomplishing this result. Attached or detached garages, carports, patio covers or walls should be designed in the same architectural style as the main structure and be built of similar or compatible materials.

~~(I) Development Density:~~

- ~~(1) No more than two non-site built homes shall be located in the same block. Existing and new non-site built homes shall be counted towards the maximum of two per block.~~
- ~~(2) When more than two non-site built homes exist within the same block at the time of annexation or as of January 1, 2000, those existing non-site built homes shall be permitted to be replaced, if damaged too extensively for economical repairs, with another non-site built home, provided the replacement meets the requirements of this Subsection 6-6.~~
- ~~(3) No two homes of substantially similar elevations shall be located adjacent to each other.~~

~~(J) Repealed by Ordinance 05-2004~~

~~(K) Repealed by Ordinance 05-2004~~

6-6-46-6-5 ARCHITECTURAL STANDARDS.

- (A) The design of ~~each newly constructed or installed~~ all new residential ~~structure, development and major additions, and/or exterior remodeling~~ shall meet each of the following ~~four~~ architectural design objectives. Corner lots shall meet these objectives on both the front and side street ~~side~~ elevations.
 - (1) Provide relief and contrast to the ~~building-street~~ building's front and ~~street~~-side street elevations incorporating solids and voids to break up plain wall surfaces.
 - (2) ~~Provide~~ Vvariation of building mass and height, responding to the existing development context and adjacent zoning districts.
 - (3) ~~Variation in roof lines or use of historic roof pitch (8:12 or greater).~~ Garage doors shall not dominate the front elevation.
 - (4) No two detached Single family dwellings, Duplex dwelling structures, Townhome, Triplex dwelling structures, or Fourplex dwelling structures of substantially similar elevations shall be located adjacent to each other.
- (B) The Town Manager or his/her designee shall promulgate design guidelines to provide assistance in meeting these requirements.

6-6-56-6-6 DEVIATIONS.

- (A) The Planning and Zoning Commission may approve deviations from one or more of the requirements of this Section 6-6 on the basis of finding that:

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(1) The proposed structure will be compatible and harmonious with structures in the immediate vicinity; and either

(1)(2) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards; or

(2)(3) The proposed structure will be compatible and harmonious with structures in(s) support(s) the immediate vicinity expansion of workforce housing options within the Town of Ridgway.

(B) Requests for deviations shall be reviewed pursuant to the procedures of Subsection 7-3-~~18~~23 of the Ridgway Municipal Code, subject to the fees set in Subsection 7-3-~~20~~25.

~~6-6-6-6-7~~ ENFORCEMENT AND ADMINISTRATION.

(A) The Town Manager or ~~other designated employee~~his/her designee shall be responsible for the interpretation, administration and enforcement of the provisions of these regulations, as amended, and of any decisions entered by the Planning and Zoning Commission, Board of Adjustment or Town Council, pursuant to such section.

(B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these regulations and any decision issued pursuant hereto.

(C) Whenever necessary to make an inspection to enforce any of the provisions of these regulations or any provision of a decision entered, pursuant to this Subsection, or whenever there is reasonable cause to believe that a violation of any provision of these regulations or of any decision issued pursuant to this Subsection exists, the Marshal, Town Manager, or their authorized representative shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Subsection. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premise if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

(D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these regulations or of the terms of any decision entered pursuant to this Subsection. In the alternative, the Town may issue an administrative citation under Section 2-4 of the Ridgway Municipal Code.

(E) It shall be unlawful to violate any of the provisions of these regulations, or the terms of any decision entered pursuant to this Subsection. Any person convicted of such a violation may be punished by a fine of up to three hundred (\$300) dollars. Each day any violations continues shall constitute a separate violation.

(F) Continuing violations of this Subsection, or the terms of any decision issued pursuant to this Subsection, are hereby declared to be a nuisance and may be abated in any lawful manner.

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

CHAPTER 7

SECTION 3

Zoning Regulations

Subsections:

- 7-3-1 General Provisions.
- 7-3-2 Definitions.
- 7-3-3 Zoning Map.
- 7-3-4 Residential Districts.
- 7-3-5 "R" Low Density Residential District.
- 7-3-6 "HR" Historic Residential District.
- 7-3-7 "MR" Mixed Residential.
- 7-3-8 "FD" Future Development District.
- 7-3-9 "HB" Historic Business District.
- 7-3-10 "DS" Downtown Service District.
- 7-3-11 "GC" General Commercial District.
- 7-3-12 "I-1" Light Industrial - 1 District.
- 7-3-13 "I-2" Light Industrial - 2 District.
- 7-3-14 Uncompahgre River Overlay District.
- 7-3-15 Dimensional & Off-Street Parking Requirements.
- 7-3-16 Planned Unit Development (PUD).
- 7-3-17 Sign Regulations.
- 7-3-18 Supplemental Regulations.
- 7-3-19 Conditional Uses.
- 7-3-20 Nonconforming Uses.
- 7-3-21 Variances and Appeals.
- 7-3-22 Amendments and Additions to the Official Zoning Map and Zoning Regulations.
- 7-3-23 Review Procedure.
- 7-3-24 Enforcement and Administration.
- 7-3-25 Fees and Costs.

7-3-1 GENERAL PROVISIONS.

- (A) This Section, as amended from time to time, together with the Official Zoning Map as adopted by Section 6 of Ordinance No. 2 (Series 1993), as amended from time to time, may be cited as the Town's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare.
- (C) Whenever there is any conflict between these Regulations and any other Ordinance, [code provision](#), regulation or law, the more restrictive or higher standard shall apply.
- (D) These regulations and the Official Zoning Map shall constitute a part of the Town's Comprehensive Master Plan. [These regulations are enforceable in accordance with Section 7-3-23, however, the Master Plan is advisory in nature.](#)

7-3-2 DEFINITIONS.

The following words and terms shall be defined as follows for the purposes of these Zoning Regulations:

ACCESSORY USE: A use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the permitted use. Home occupations which meet the criteria set out in Subsection 7-3-18(A), including daycare facilities with 8 or fewer children, shall be considered an accessory use to a residence in all districts.

ART AND CRAFT STUDIO: The workshop of an artist, sculptor, photographer, craftsperson, furniture maker, glass blower, potter or cabinet maker primarily used for on-site production of unique custom goods by hand manufacturing involving the use of hand tools and small-scale equipment, which may include an accessory gallery. The primary use of art and craft studios is the retail sale of the custom goods as produced on-site, as evidenced through allocation of customer floor area or gross sales receipts of the business.

BOARDING OR ROOMING HOUSE: A building or portion thereof which is used to accommodate, for compensation, one or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. "Compensation" includes compensation in money, services or other things of value.

BUILDING LINE: A line parallel to a property line beyond which no exposed portion of a building extends. The first three feet of unroofed terraces or patios, sills, cornices and chimneys; temporary awnings; free standing walls, rails or fences; the first one foot of a roof eave; and the first four feet of an open fire escape; need not be considered in determining the building line.

DORMITORY: A building used as group living quarters for students or religious adherents as an accessory use for a bona fide college, university, boarding school, seminary, convent, monastery or other similar institutional use.

DWELLING: A building or portion of a building that is designed or used exclusively as the living quarters for one or more families, and that complies with all applicable building and safety codes. This definition includes factory-built housing that does not meet the definition of a manufactured home, provided the structure meets all applicable building and safety codes and is mounted on a permanent structure and connected to all required utilities.

DWELLING, CLUSTER DEVELOPMENT: A development type that concentrates single-family, duplex, or townhouse dwellings (in groups of two) on smaller lots than would otherwise be allowed in the zone district in return for the preservation of sensitive natural areas, agricultural or ranch land, trail or recreational easements, and/or common open space within the same site, on a separate lot, or in an easement.

DWELLING, CO-HOUSING DEVELOPMENT: A residential development that does not meet the definition of a Group Home, that includes a group of individual dwelling units of varying sizes, the largest containing less than 1,500 square feet of floor area, that are not constructed on a frame or capable of being transported on their own wheels, and in which individual units may or may not have partial or complete kitchens. The development must include one or more community building(s) with a community kitchen and dining room intended for communal use on a regular basis, and in which most or all residents generally agree to share in the provision of regular communal services such as cooking meals or providing child care.

DUPLEX: A residence with two dwelling units. DWELLING, DUPLEX: A single structure, located on a single lot, containing two dwelling units, neither of which meets the definition of a townhouse dwelling or an accessory dwelling unit.



Sample duplex dwelling

DWELLING, FOURPLEX: A single structure, located on a single lot, containing four dwelling units, none of which meets the definition of a townhouse dwelling unit or an accessory dwelling unit.



Sample fourplex dwelling

DWELLING, LIVE/WORK: A structure containing an integrated living and working space that is intended to function predominantly as business workspace with residential use area occupied by the business owner or operator. The unit typically has a store-front, with the workspace, public display area, or show-room on the ground floor of the unit and the majority of the residence area is located either on the upper floor if there are two floors, or the back of the unit if there is only one floor.

MULTIPLE FAMILY RESIDENCE: Any residence with three or more dwelling units in a single building.

DWELLING, MULTIPLE FAMILY: Five or more residential dwelling units, within a single building and under a single roof, located on a single lot, including apartments houses and condominiums. This definition also includes any number of dwelling units located within a single building that contains a non-residential primary use on the ground floor of the building, and that does not meet the definition of employee housing.



Sample multiple family dwelling

DWELLING, SINGLE FAMILY DETACHED: A dwelling unit, located on a separate lot or tract that has no physical attachment to any other building containing a dwelling unit located on any other lot or tract, and that does not meet the definition of a manufactured home.



Sample single family detached dwelling

DWELLING, TOWNHOUSE: A single family dwelling at least two stories in height that is attached to at least one other single family dwelling at least two stories in height by an unpenetrated vertical wall running from ground level or below ground level to at least the top of the highest floor designed for human occupancy, and that has a pedestrian entrance leading directly from the ground floor of the dwelling unit to a street fronting the lot on which the dwelling unit is located. Individual townhouse dwellings may be located on separate lots, or a group of two or more townhouse dwellings may be located on a single lot.



Sample triplex dwelling

DWELLING, TRIPLEX: A single structure, located on a single lot, containing three dwelling units, none of which meets the definition of a townhouse dwelling unit or an accessory

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dwelling unit.

DWELLING UNIT: An area in a building containing cooking, living and sanitary facilities designed for use and used by a single family for residential purposes, including related accessory structures. The term dwelling shall not include hotels, motels, homeless shelters, boarding and rooming houses, dormitories, seasonal overflow shelters, tents, or other structures designed or used primarily for temporary occupancy.

DWELLING UNIT, ACCESSORY: A dwelling unit located within, attached to, or detached from the principal dwelling, that contains no more than 800 square feet of gross floor area, the use of which is associated with and subordinate to the principal dwelling and that is located upon the same lot as the principal dwelling.

EMPLOYEE HOUSING: A dwelling unit that contains no more than 450 square feet of gross floor area, located within the same structure as a non-residential use and above or behind the non-residential use, in which the use of the dwelling units is secondary and subordinate to the non-residential use and restricted for occupancy only by the employees of the non-residential use.

FACTORY-BUILT HOUSING: Any structure, or component ~~thereof of a structure,~~ designed primarily for residential occupancy, either permanent or temporary, ~~including a mobile home, which that~~ is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, ~~and that does not meet the definition of a manufactured home. Factory-built housing shall either comply with the Town's adopted building codes or the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14.~~

FAMILY: One or more individuals occupying a single dwelling unit and living as a single housekeeping unit with a maximum of eight adults. This includes groups of eight or fewer persons whose right to live together is protected by the federal Fair Housing Amendments Act.

GAS STATION: Any building or lot having facilities for the sale of gasoline and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

GOVERNMENT BUILDINGS AND FACILITIES: Any building or facility owned and operated by the United States of America, the State of Colorado, the Town of Ridgway, or any agency or political subdivision thereof.

GROSS FLOOR AREA: The heated area of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas.

GROUP HOME: One or more dwelling units in which more than eight unrelated individuals or related and unrelated individuals live, where physical assistance and/or supervision, care or treatment is provided by resident and/or nonresident professional support personnel as a continual benefit. ~~Group home will~~ This definition does not include a hotel, motel, boarding or rooming house, ~~or~~ facility housing juvenile or adult offenders, or a facility for persons with drug or alcohol addictions that are not in a treatment program, but includes any group of substance abuse problems-eight or more persons whose right to live together is protected by the federal Fair Housing Amendments Act. Group home shall include state licensed personal care and alternative care personnel.

HIGH-WATER MARK: The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and

vegetation.

HOME OCCUPATION: Any commercial activity, whether for profit or non-profit, conducted within a dwelling unit.

HOMEOWNERS ASSOCIATION: Any entity, whether corporation, partnership, [nonprofit](#), unincorporated association, or other entity existing for the purpose of maintaining commonly owned facilities [and](#)/or enforcing private protective covenants whose members or shareholders are the property owners involved.

HOTELS AND MOTELS: Any building or portion thereof containing six or more guest rooms used, designed to be used, let or hired out for occupancy by persons on more or less a temporary basis.

[MAJOR ADDITION: An addition to or renovation of a structure in which the total gross floor area of the proposed addition or renovation area is fifty \(50\) percent or more of the total gross floor area of the existing structure before addition or renovation.](#)

[MOBILE HOME AND MOBILE HOME PARK: Mobile Home and Mobile Home Park are defined as defined in Section 6-3.](#)

[MANUFACTURED HOME: A factory-built structure that is built on a permanent chassis, is designed and constructed to permit lawful long-term occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended \(commonly referred to as the "HUD Code.\)."](#)

[MANUFACTURED HOME PARK: A single site, parcel, or lot operated and used for the location of two or more manufactured homes intended for use as residences.](#)

NONCONFORMING USE: A use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

PLANNING COMMISSION: The Planning and Zoning Commission of the Town.

PUBLIC UTILITY SERVICE FACILITIES: Transmission and distribution facilities for natural gas, electricity, water, sewer, drainage, telephone, and cable television necessary to provide service to customers located in the various districts of the Town, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

SET-BACK: The perpendicular distance between a property line and the building line.

SHORT TERM RENTAL: Rental of all or a portion of a residential dwelling unit for periods of less than 31 days. This definition of short term rentals excludes hotels, motels, lodges, and bed and breakfasts.

TRAVEL HOME AND TRAVEL HOME PARK: Travel Home and Travel Home Park are defined as defined in Section 6-3.

USE: The activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

USE BY RIGHT: A use which is permitted or allowed in the district involved, without review, and complies with the provisions of these Zoning Regulations and other applicable Town ordinances and

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regulations.

WORKFORCE HOUSING: Housing that is available for purchase or rent on terms that are affordable to households earning between 80 percent and 120 percent of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD) and published annually for the County. The cost of *for sale* workforce housing (including principal, interest, taxes, insurance, utilities, and homeowners' association fees) or *for rent* workforce housing (including rent and utilities) does not exceed 30 percent of those households' gross annual incomes.

7-3-3 ZONING MAP.

- (A) The 1993 Revised Zoning Map of the Town, as such may be amended from time to time, may be known or cited as the "Official Zoning Map" of the Town.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the Town Clerk's office available for public inspection. Periodically, copies of the Official Zoning Map, as amended, may be reproduced and made available to the public.
- (C) The regulations for the various districts provided for in this Section shall apply within the boundaries of each such district as indicated on the Official Zoning Map. The district boundaries, as shown on the Official Zoning Map, shall be construed to follow the center lines of streets, to follow platted lot lines or the lines of undivided parcels of property, or to follow the Town limits, whenever a boundary is shown as approximately in the vicinity of such lines. Distances may be determined by the scale of the map.

7-3-4 RESIDENTIAL DISTRICTS.

The residential districts described in Sections 7-3-5 thru 7-3-78 are established to support a diversity of housing options; to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences. Dimensional requirements are set out in Section ~~7-3-10, 3-15.~~ All residential development in these districts must comply with residential design standards in Section 6-6.

7-3-5 "R" LOW DENSITY RESIDENTIAL DISTRICT.

- (A) Intent: The "R" Low Density District is intended to ~~provide a quiet, accommodate~~ low to moderate density development for single family ~~residences, detached dwellings, as well as a mix of other housing types and other compatible land uses where supported by the Master Plan.~~ Environmental protection is provided by allowing ~~single family residences along with certain other compatible land uses, cluster development to preserve environmentally sensitive lands, maintain common open space, and to provide recreational opportunities for residents.~~
- (B) Uses by Right:
 - ~~(1) Single family homes which meet the requirements of Section 6-6.~~
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

(2) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

(3) Townhouse dwellings in structures containing no more than two dwelling units.

(4) Public utility service facilities.

(5) Government buildings and facilities.

(6) Parks and recreation facilities, including community gardens, gardens, owned or operated by a property owner's association or organized civic organization.

(7) Accessory uses.

(8) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).

(9) Cluster development dwellings.

(10) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

~~———— (1) Duplexes and multi-family residences.~~

(1) Townhouse dwellings in structures containing more than two dwelling units, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings.

(2) Churches, schools, and day care facilities not otherwise allowed as an accessory use to a residence dwelling unit.

(3) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-14-19.

(4)

(4) Group homes.

~~(D) Repealed by Ordinance 1999~~

7-3-6 "HR" HISTORIC RESIDENTIAL DISTRICT.

(A) Intent: This District is intended to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium density as well as other activities which are compatible with such uses.

(B) Uses by Right:

~~———— (1) Single Family Homes which meet the requirements of Section 6-6 and duplexes.~~

(1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

(2) Townhouse dwellings in structures containing no more than four dwelling units.

(3) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

(4) Triplex dwellings.

(5) Fourplex dwellings.

(+)(6) Public utility service facilities.

(2)(7) Government buildings and facilities.

(3)(8) Parks and recreation facilities, including community gardens, owned or operated by a property owners association or civic organization.

(4)–

(5)(9) MobileManufactured homes on individual lots in the Mobile Home overlay districts which are anchored to a foundation in conformity with Subsection 6-6-3(A) that comply with Subsection 7-3-18(K).

(6)(10) Accessory uses.

(11) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).

(12) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

(1) Townhouse dwelling units in structures containing more than four dwelling units.

(2) Co-housing development dwellings.

(+)(3) Multiple family residencesdwellings.

(4) Group homes.

(5) Churches, schools, day care facilities not otherwise allowed as an accessory use to a residence, and community.

(2)(6) Community centers.

(3)(7) Bed and breakfast operations which meet the criteria of Subsection 7-3-1318(F) in addition to the criteria of Section 7-3-1419.

(D) — Repealed by Ord 19 1999

7-3-7 “MR” MIXED RESIDENTIAL.

(A) Intent: This District provides opportunities for a diverse mix of housing options at higher densities, as well as supporting services and other compatible uses that help meet the needs of area residents. Uses should be organized in compact, pedestrian- and bicycle-friendly manner and be responsive to the scale and intensity of development in adjacent zoning districts.

(B) Uses by Right:

(1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

(2) Townhouse dwellings.

(3) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).

- (4) Triplex dwellings.
- (5) Fourplex dwellings.
- (6) Co-housing development dwellings.
- (7) Cluster development dwellings.
- (8) Multiple family dwellings.
- (9) Group Homes.
- (10) Public utility service facilities.
- (11) Parks and recreation facilities.
- (12) Government buildings and facilities.
- (13) Accessory uses.
- (14) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
- (15) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

- (1) Retail stores.
- (2) Restaurants and taverns.
- (3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.
- (4) Schools and day care facilities not allowed as an accessory use to a residence.
- ~~(4)~~(5) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-19.
- ~~(2)~~
- (6) Nursing homes for the aged, invalid, ill, or mentally impaired.
- (7) Buildings with a gross floor area greater than 10,000 square feet.

(D) Performance and Design Standards:

In addition to the Residential Design Standards in Section 6-6, the following standards shall apply:

- (1) Developments must address storm water drainage and to employ a storm water drainage plan that does not discharge to the Town streets or storm water infrastructure if available, an amount greater than historic flows have discharged to public infrastructure.
- (2) A mix and variety of housing types and unit sizes must be incorporated to the maximum extent feasible based on the size of the development, adjacent development context, and other site considerations.
- (3) Parks, open spaces or common areas must be incorporated into the development.
- (4) Parking shall be sited to provide the least visual impact from public rights of way and shall not dominate the frontage of pedestrian-oriented streets. Site parking shall include bike racks and

areas for parking strollers and other nonmotorized vehicles near the main entrance to the primary building(s) and shall have a logical connection to on-site non-motorized access routes.

(5) Parking areas, outside trash receptacles, large utility boxes, open storage areas, mechanical systems and other unattractive views shall be screened from the street and public right of way. Screening of utility boxes, trash enclosures, and similar uses shall be around all sides except for those required for access, which will be screened with a gate on the access side.

(6) Buildings containing more than 25,000 square feet of gross floor area are not permitted.

7-3-77-3-8 "FD" FUTURE DEVELOPMENT DISTRICT.

(A) Intent: This District is intended to include lands held in reserve to meet future growth needs of the community. Uses include very low density single family ~~residences~~detached dwellings and agriculture.

(B) Uses by Right:

(1) Single family ~~homes which are constructed on site which meet the requirements~~detached dwellings and short term rental of Section 6-6, the dwelling in compliance with 7-3-18(I).

(2) Agriculture.

(3) Public utility service facilities.

(4) Accessory uses.

(5) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).

(6) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

(1) Gravel Extraction.

7-3-87-3-9 "HB" HISTORIC BUSINESS DISTRICT.

(A) Intent: This District encompasses the historic commercial core of Town. Intended uses include a mix of retail, restaurants, office, lodging, residential, service and institutional by right and similar conditional other uses that are compatible with a mixed use shopping the historic character of the Town Core and contribute to vibrant, pedestrian-friendly atmosphere. All residential area. Conditional uses include limited light manufacturing development must comply with residential design standards in Section 6-6. Where short term rentals are permitted, they must comply with Subsection 7-3-18.

(B) Uses by Right:

~~(1) Single family homes which meet the requirements of Section 6-6, duplexes, and multi family residences and dwelling units in buildings with non residential uses, whether or not any of the foregoing are used for rentals for periods of 31 days or less. If they are used for rentals for periods of 31 days or less, they must comply with the provisions of Subsection 7-3-13.~~

(1) Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings in compliance with 7-3-18(I).

(2) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.

(3) Multiple family dwellings and short term rental of those dwellings in compliance with 7-3-18(I).

(4) Live/work dwellings.

(5) Group homes.

(+)(6) Retail stores, business and professional offices and service establishments which cater to the general public, excluding day care facilities.

(2)(7) Libraries, museums and depots.

(3)(8) Public utility service facilities.

(4)(9) Government buildings and facilities.

(5)(10) Private and fraternal clubs.

(6)(11) Indoor theaters.

(7)(12) Restaurants and taverns.

(8)(13) Churches, Sunday schools and community centers, schools, parks and playgrounds.

(9)(14) Hotels, motels, lodges, and other types of short term ~~rentals~~ accommodations for vacations, tourists, business visitors and the like.

(+0)(15) Parking facilities, funeral homes, commercial garages.

(+1)(16) Accessory uses.

(+2)(17) Arts and craft studios.

(18) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).

(19) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

(1) Light Manufacturing.

(2) Any use not prohibited by Subsection (D) which is consistent with the intent expressed in Subsection (A).

(3) The outside storage of equipment inventory or supplies, accessory to a business occupying a building on the premises, subject to conditions imposed pursuant to Section 7-3-~~1419~~ and 7-3-~~1823~~ (G), which may include time limitations and limitations appropriate to lessen the impact on other property, including screening. Written Notice of the Hearing pursuant to Section 7-3-~~1823~~ shall be provided by the applicant to all owners of property located within 100 feet of the affected property.

(4) Buildings with a gross floor area greater than 7,500 square feet.

~~(5) Group Home.~~

(D) The following uses are not to be construed as a "Use by Right" or a "Conditional Use" in the "HB" District.

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- (1) Drive-in restaurants, drive-in theaters, or any other retail stores and service establishments with drive-through facilities.
- (2) Above ground storage of hazardous fuels.
- (3) Heavy manufacturing and industrial uses.
- (4) Gas stations.
- (5) Farm implement, ~~mobile~~ manufactured home, automobile and other vehicle sales or service establishments.
- (6) Automobile body shops.
- (7) Machine and welding shops.
- (8) Boarding and Rooming House(s) ~~shall not be allowed in the "HB" District.~~
- ~~(9) A Dormitory structure shall not be allowed in the "HB" District~~
- (9) Dormitory.

(E) Performance Standards:

- (1) No use shall be established, maintained or conducted in any "HB" Historic Business District that will result in any public or private nuisance.
- (2) No equipment, inventory, or supplies may be stored outside, except as authorized pursuant to Subsection 7-3-~~89~~(C)(3).
- (3) All manufacturing and industrial activities must take place inside with no noise, smoke, dust or light observable off of the premises.

(4) Parking

- (a) Residential uses must provide off-street parking as required by Subsection 7-3-~~4015~~(C)(1)(a) and Subsection 7-3-~~4015~~(C)(1)(r).
- (b) All non-residential uses must provide a minimum of one off-street parking space per 1650 square feet of gross floor area. Partial spaces will be rounded up to the next whole number of required parking spaces. If the structure contains both residential and non-residential uses, calculation of the gross floor area shall not include the residential area(s) for purposes of determining off-street parking pursuant to this paragraph. Also excluded from this calculation are enclosed parking and outdoor common areas. Parking spaces will be accessed only from an alley. The first three spaces must be provided on-site.
- (c) In cases where mixed residential and non-residential uses occur within the same property, the residential parking requirements of Subsection (a) shall be in addition to the non-residential parking space requirement set forth in Subsection (b).
- (d) In lieu of non-residential off-street parking requirements in excess of three spaces and pursuant to Subsection (b) above, a money payment of \$3,000 per space may be paid to the Town, which money shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District.

~~(4)(5)~~ Buildings containing more than 15,000 square feet of gross floor area shall not be allowed.

7-3-10 "DS" DOWNTOWN SERVICE DISTRICT.

~~(F)~~(A) Intent: The Downtown Service District is not intended to compete with the Historic Business District or the General Commercial District, but rather intended to provide some flexibility in use for existing residences located on or within 100 feet of Highway 62, west of Laura Street as depicted upon the Town Comprehensive Plan Land Use Map. The flexibility in use is intended to mitigate the impact of increasing traffic upon the highway upon residences, by allowing for limited business use of the properties. The Downtown Service District is further intended to provide an effective transition between the General Commercial and Historic Business Districts and nearby residential neighborhoods along and near the Highway without creating an undue, adverse impact on these areas. Establishments and structures within the Downtown Service District are intended to appear “residential” as opposed to simply providing a visual extension of the commercial and business districts. Toward this objective, some service-oriented businesses are allowed within the Downtown Service District, as conditional uses, and with performance criteria that speak to appearance, signage and parking. These businesses may have limited and ancillary retail use. Home occupation of these business uses is permissible in accordance with Section 7-3-~~13~~18(A). Auto intensive uses such as gas stations, drive-through businesses, convenience stores and similar uses that generate high traffic of items or require large parking areas are not permitted. All residential development in these districts must comply with residential design standards in Section 6-6.

~~(G)~~(B) Uses by Right:

- (1) Single-family ~~homes that are site built, factory built or moved onto the site~~ detached dwellings and ~~meet the design and standard~~ short term rental of Single Family Homes as provided the dwelling in ~~Section 6-6~~ compliance with 7-3-18(I).
- (2) Townhouse dwellings.
- ~~(4)~~(3) Duplex dwellings and short term rental of the ~~Ridgway Municipal Code~~ dwelling in compliance with 7-3-18(I).
- (4) Triplex Dwellings.
- (5) Fourplex Dwellings.
- ~~(2)~~(6) Public utility service facilities.
- ~~(3)~~(7) Government buildings and facilities.
- ~~(4)~~(8) Parks and recreation facilities owned or operated by a homeowners association.
- ~~(5)~~(9) Accessory ~~uses~~ dwelling units that meet the criteria of Subsection 7-3-18(G).
- (10) Live/work dwellings.
- (11) Home occupation in compliance with 7-3-18(A).

~~(H)~~(C) Conditional Uses:

- (1) Professional offices and service businesses that do not require outside storage, intensive vehicular access or present nuisance concerns to surrounding residential neighborhoods, including offices for doctors, dentists, chiropractors, lawyers, accountants, engineers, surveyors, architects, title companies, real estate companies, beauty salons, and other similar professional offices or service providers.

- (2) Limited retail use that is ancillary to the professional offices or service businesses is allowable under the conditional use, as long as it is not a primary use of the business. For purpose of determining whether retail uses are "ancillary," floor space allocated to retail use and /or gross receipts of retail sales may be considered.
- (3) Bed and breakfast operations which meet the criteria of Subsection 7-3-~~13~~18(F) in addition to the criteria of Section 7-3-~~14~~19.
- (4) Churches, schools, daycare facilities not allowed as an accessory use to a residence, multi-family residences and community centers.

~~(D)~~(D) Performance Standards for Conditional Uses:

- (1) Conditional Uses, other than churches, schools, multi-family residences and community centers, shall comply with the intent of Subsection ~~A and these performance standards.~~7-3-10(A).
- (2) All applications for conditional uses shall be accompanied by a site plan proposal detailing, at a minimum, the following information or other information deemed necessary by the Town of Ridgway:
 - (a) Site plan showing setbacks, lot coverage, parking, vehicle and pedestrian access, landscaping, topographic features, utility locations, storage/trash receptacles and similar information.
 - (b) Building design showing building elevations (all four sides), finish materials, door and window placement and location and types of exterior lighting fixtures.
 - (c) A statement of the anticipated traffic impact on the site and on adjacent properties and roadways.
- (3) All professional offices and service businesses allowed as a conditional use shall have no more than five employees.
- (4) Structures must be compatible in mass and scale with nearby residences, and similar in architectural features.
- (5) Off-street parking per Town standards is required, but businesses shall be credited with half parking space for every on-street parking space that is constructed adjacent to the business and in accordance with Town specifications. No parking shall be allowed on alley ways or on Highway 62 (Sherman Street).
- (6) Signage shall be non-illuminated and attached to the building.
- (7) Business hours shall be between 7:30 am and 5:30 pm.
- (8) No semi-truck traffic shall be allowed upon residential streets or alley ways.
- (9) No food services shall be allowed unless as otherwise specified herein.
- (10) No drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall be allowed in the "DS" District.

7-3-11 "GC" GENERAL COMMERCIAL DISTRICT.

Intent: This District encompasses lands along the river and Highways 550 and 62. Its purpose is to create areas for ~~retail, wholesale and service businesses, tourist and auto-oriented uses, storage, manufacturing~~

~~and industrial activities which require adequate space, light and air whose operations are quiet and clean, and extractive industry. Each use will be required to mitigate its particular negative impacts, as they exist, if they exist, so as to provide for the reasonable enjoyment of adjacent properties; a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types are also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas. While more auto-oriented than development within the Town Core, uses in the “GC” District should be designed with the safety and convenience of pedestrians and bicyclists in mind. Where short term rentals are permitted, they must comply with Subsection 7-3-18.~~

~~(J)~~(A) Uses by Right:

- ~~(1)~~ Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings in compliance with 7-3-18(I).
- ~~(2)~~ Multiple family dwellings and short term rentals of those dwellings in compliance with 7-3-18(I).
- ~~(3)~~ Live/work dwelling.
- ~~(4)~~ Group homes.
- ~~(1)~~~~(5)~~ Retail stores, business and professional offices and service establishments which cater to the general public.
- ~~(2)~~~~(6)~~ Libraries, museums and depots.
- ~~(3)~~~~(7)~~ Public utility service facilities.
- ~~(4)~~~~(8)~~ Government buildings and facilities.
- ~~(5)~~~~(9)~~ Private and fraternal clubs.
- ~~(6)~~~~(10)~~ Indoor theaters.
- ~~(7)~~~~(11)~~ Restaurants and taverns.
- ~~(8)~~~~(12)~~ Churches, Sunday schools and community centers, schools, parks and playgrounds.
- ~~(9)~~~~(13)~~ Hotels, motels, lodges, and other types of short term ~~rentals~~ accommodations for vacations, tourists, business visitors and the like; and subject to the provisions of Subsection 7-3-13 single family homes which meet the requirements of Section 6-6, duplexes, multi-family residences, and dwelling units in buildings with non-residential uses, which are used for periods of 31 days or less.
- ~~(10)~~~~(14)~~ Parking facilities, funeral homes, commercial garages.
- ~~(11)~~~~(15)~~ Accessory uses.
- ~~(16)~~ Employee housing.
- ~~(17)~~ Home occupation in compliance with 7-3-18(A).

~~(K)~~(B) Conditional Uses:

- ~~(1) Single family homes which meet the requirements of Section 6-6, duplexes, multi-family residences, and dwelling units in buildings with non-residential uses, which are not used for rentals for periods of 31 days or less.~~
- (1) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.

~~(1)~~(2) Gas stations which comply with the following criteria:

- (a) All fuel storage shall be located underground.
- (b) All gasoline pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.
- (c) No curb cut may be any closer than 30 feet from any street intersection.
- (d) A minimum lot frontage of 125 feet is required.
- (e) The main building on the site shall be set back at least 40 feet from any property line.

~~(2)~~(3) Building materials businesses.

~~(3)~~(4) Farm implement, ~~mobile~~manufactured home, automobile and other vehicle sales or service establishments.

~~(4)~~(5) Feed storage and sales establishments.

~~(5)~~(6) Veterinary clinics.

~~(6)~~(7) Automobile body shops.

~~(7)~~(8) Machine and welding shops.

~~(8)~~(9) Warehouses or storage facilities.

~~(9)~~(10) Travel home parks.

~~(10)~~(11) ~~Mobile~~Manufactured home parks.

~~(11)~~(12) Manufacturing and industrial uses. Typical examples include: food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.

~~(12)~~(13) Gravel extraction.

~~(13)~~(14) Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.

~~(14)~~(15) Campgrounds or similar facilities which (a) do not provide spaces for travel homes or recreational vehicles, (b) allow only a maximum of three nights stay, (c) allow only campground owned tepees, tents or similar structures and (d) meet all applicable requirements of state statutes and regulations for a "developed campground" including adequate restroom facilities, except as otherwise approved by the Planning Commission.

~~(15)~~(16) Daycare facilities which do not qualify as an accessory use to a residence.

~~(16)~~(17) Developments with more than 20 parking spaces shall incorporate the mitigation and site planning improvements set out in Section II.b. of the Commercial Design Guidelines adopted as part of the Town's Master Plans.

~~(19)~~ ~~Group Home.~~

~~(17)~~(C) Performance Standards:

- (1) No use shall be established or maintained in the "GC" District which results in an unreasonable hazard to the community, creates a public or private nuisance, or creates unreasonable smoke, dust, noise, fumes, odors, vibrations or light observable off the premises.
- (2) Buildings containing more than 10,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings compatible with the mass and scale of buildings in the Town generally.
- (3) Buildings containing more than 25,000 square feet of gross floor area shall not be allowed.
- (4) All uses shall be required to mitigate the impacts of their operations by means of landscaping, screening, site design, fencing or other methods to assure the reasonable enjoyment of adjacent property.
- (5) All outdoor storage areas must be screened by means of fencing, landscaping or other methods.

~~(6) (a) Residential uses must provide off street parking as required by Subsection 7-3-10(C).~~

~~(b) Repealed by Ordinance 19-1999~~

~~(c) Repealed by Ordinance 19-1999~~

~~(6) (d) Residences~~ Residential development

(a) Residential development shall be minimum of 21 feet wide comply with an average roof pitch of at least 3 the Residential Design Standards in Section 6-6, as applicable.

~~(a)(b)~~ Residential development shall not be located along Arterial street frontages to 12 preserve these locations for commercial services and a minimum eave overhang of 12 inches other businesses that rely upon visibility from Highways 550 and 62.

(c) Employee housing. All employee housing units shall meet the requirements of criteria of Subsection 7-3-18(L).

~~(6)(7)~~ Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities, other than banks or pharmacies, shall not be allowed in the "GC" District.

~~(7)(8)~~ Boarding and Rooming House(s) shall not be allowed in the "GC" District.

~~(8)(9)~~ A Dormitory shall not be allowed in the "GC" District.

7-3-97-3-12 "I-1" LIGHT INDUSTRIAL - 1 DISTRICT.

- (A) Intent: This district is to provide areas for light industrial uses that include offices and light manufacturing and fabrication. Additionally, this district is to provide opportunities for employment and serve as a transition from adjoining residential neighborhoods. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site is to occur primarily inside buildings. Some on-site impacts may be associated

with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.

(B) Uses by Right:

(1) (1) Retail - Wholesale Uses:

- (a) Building supplies and material sales.
- (b) Electronic and mechanical supplies.
- (c) Industrial equipment sales or leasing.
- (d) Office supplies, printing.
- (e) Nursery sales and storage of nursery equipment, materials and supplies.

(2) Services:

- (a) Business research and development directly related to permitted uses.
- (b) Commercial laundries and dry cleaning.
- (c) Computer software research and development.
- (d) Office buildings.
- (e) Testing laboratories and associated offices.

(3) Manufacturing Processing and Assembly:

- (a) Data processing.
- (b) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
- (c) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.

(4) Storage:

- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district). All storage or warehouse facilities shall be accessory to a use by right.
- (b) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.

(5) Other uses:

- (a) Cold storage plants.

- (b) Electronic switching stations - telephone.
- (c) Motion picture studios.
- (d) Vocational school, educational, training center.
- (e) Public utility service facilities.
- (f) Government buildings and facilities.
- (g) Accessory uses.

(C) Conditional Uses:

(1) Retail - Wholesale Uses:

- (a) Vehicle sales or leasing.
- (b) Retail sales.
- (c) Printing and publishing facilities.

(2) Manufacturing Processing and Assembly:

- (a) Assembling or manufacturing electronic instruments and devices.
- (b) Assembly of small appliances.

(3) Storage:

- (a) Storage rental units.
- (b) Outdoor storage exceeding 200% of the principal building footprint where materials are intended for on-site wholesale or retail sales. In no case shall storage exceed 900% of the principal structure's building footprint.

(4) Other uses:

- (a) Contractor offices.
- (b) Electric power substations.
- (c) Small scale welding accessory to another allowed use.

(d) Employee housing.

(D) Performance Standards:

- (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from adjoining property outside of the light industrial district within 100 yards of the district boundary.
- (2) Outdoor storage of supplies, machinery, equipment or products shall be screened from view from the adjacent street and properties.
- (3) Any outside storage of materials, equipment or supplies associated with a use by right or conditional use shall not exceed 200% of the total building footprint of the structure associated with that use except in the case where materials are intended for on-site wholesale or retail sales.

- (4) Landscaping within Setbacks and Street Rights-of-way - Where an industrial zoning district is adjacent to or across the street from a non-industrial use, additional landscaping shall be provided to buffer the industrial district from adjoining use. An applicant shall submit a detailed landscaping plan for locations within which the aforementioned conditions exist when the applicant makes a request for a building permit. The plan shall indicate location, type and species of all buffering vegetation. The landscaping plan shall also include the details of irrigation systems necessary for establishment and continued survival of all plantings. The Town shall review the landscaping plan to determine if it is in conformance with landscaped buffering standards in the Ridgway Municipal Code. Unacceptable proposals will be rejected and the building permit shall be withheld until a plan providing adequate buffering is submitted and accepted by the Town.
- (5) The maximum fence height shall be 8 feet.
- (6) Maximum Building Size Without Special Review - 5,000 square feet of gross floor area. Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 5,000 square feet of building footprint.
- (7) Fencing, parking and storage is not allowed in the front or side setbacks along any street.
- (8) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the "I-1" District.
- (9) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.
 - (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
 - (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.
 - (c) Electrical Disturbance or Interference. No use shall:
 - (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
 - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
 - (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "Outdoor Lighting Regulations".

- (e) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- (f) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- (g) Hazardous Waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertain to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.
- (h) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

- (i) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of 10 dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
- (ii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
- (iii) Noise shall be measured on a decibel or sound level meter. Noise level shall be measured at a point located within a street or public right-of-way in the town and a

distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.

- (iv) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.
- (v) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.
- (k) Odor.
 - (i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.
 - ~~(ii)~~ No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at:
 - ~~—(a) The~~ the outside boundary of the immediate space occupied by the enterprise generating the odor.
 - ~~(iii)(ii) —(b) The (if there is more than one enterprise in the structure) or the~~ lot line (if the enterprise generating the odor is the only enterprise located on a lot).
- (l) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.
- (m) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.
- (n) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this Section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a twenty percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-1 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 1, except that any emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 250 feet of a residential district.
- (o) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be a confirmed by an independent traffic analysis conducted by properly qualified individuals.

(p) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.

(q) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.

(r) Employee housing. All employee housing units shall meet the requirements of criteria of Subsection 7-3-18(L).

(r)(s) Observations shall be made as described in the applicable subsection above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located is more than one use exist on the same site.

7-3-107-3-13 "I-2" LIGHT INDUSTRIAL - 2 DISTRICT.

(A) Intent: This district is similar to the I-1 Light Industrial District but will allow more intensive uses. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller screened sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site may occur outside of buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.

(B) Uses by Right:

(1) Retail - Wholesale Uses:

- (a) Vehicle sales or leasing.
- (b) Building supplies and material sales.
- (c) Electronic and mechanical supplies.
- (d) Industrial equipment sales or leasing.
- (e) Agricultural equipment sales or leasing.
- (f) Office supplies.
- (g) Nursery sales and storage of nursery equipment, materials and supplies.

(2) Services:

- (a) Business research and development directly related to permitted uses.
- (b) Commercial laundries and dry cleaning.
- (c) Computer software research and development.
- (d) Office buildings.
- (e) Testing laboratories and associated offices.

- (f) Veterinary hospitals.
- (g) Animal kennels or boarding facilities.
- (3) Manufacturing Processing and Assembly:
 - (a) Assembling or manufacturing electronic instruments and devices.
 - (b) Assembly of small appliances.
 - (c) Data processing.
 - (d) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
 - (e) Outdoor manufacturing, assembly or fabrication.
 - (f) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (4) Storage:
 - (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district).
 - (b) Outdoor storage of supplies, machinery, equipment or products.
 - (c) Storage rental units.
 - (d) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (5) Other Uses:
 - (a) Carwash.
 - (b) Automotive repair shop, body shops, paint shops.
 - (c) Truck repair shop.
 - (d) Recycling of metals, paper, plastic or automotive oil.
 - (e) Cold storage plants.
 - (f) Contractor construction yards.
 - (g) Electronic switching stations - telephone.
 - (h) Motion picture studios.
 - (i) Motor or railroad freight depots.
 - (j) Welding and welding shops.

- (k) Printing or publishing facilities.
 - (l) Vocational school, educational, training center.
 - (m) Public utility service facilities.
 - (n) Government buildings and facilities.
 - (o) Accessory uses.
- (C) Conditional Uses:
- (1) Retail and Wholesale Uses:
 - (a) Retail sales.
 - (2) Manufacturing Processing and Assembly:
 - (a) Manufacturing of products that involves use of toxic or hazardous materials or materials that are potentially detrimental because of latent explosion danger or radiation, or which endanger surrounding uses.
 - (b) Manufacturing or fabrication that requires state or federal permits of any kind and that are uses by right.
 - (3) Storage:
 - (a) Storage of any materials that pose a danger to surrounding uses such as potential radiation or explosion, or for any other reason.
- (D) Performance Standards:
- (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from an adjacent right-of-way or adjoining property outside of the light industrial district.
 - (2) The maximum fence height shall be 8 feet.
 - (3) Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site and architectural design treatments. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 12,500 square feet of building footprint.
 - (4) Street frontages and street side yards are to be fully landscaped from the curb to the building.
 - (5) Fencing, parking and storage shall not exist in front and street side yard setbacks.
 - (6) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the I-2 District.
 - (7) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to

address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.

- (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
- (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.
- (c) Electrical Disturbance or Interference. No use shall:
 - (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
 - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
- (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "outdoor lighting regulations."
- (e) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- (f) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- (g) Hazardous waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertaining to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.
- (h) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.

- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

- (i) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of ten (10) dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
- (ii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
- (iii) Noise shall be measured on a decibel or sound level. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.
- (iv) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.
- (v) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.

(k) Odor.

~~(vi)~~(i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.

~~(vii)~~(ii) No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at the outside boundary of the immediate space occupied by the enterprise generating the odor (if there is more than one enterprise in the structure) or the lot line (if the enterprise generating the odor is the only enterprise located on a lot).

~~(4)~~(l) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.

~~(4)~~(m) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.

~~(m)~~(n) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann Chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a 20 percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-2 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 2, except that and emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 500 feet of a residential district.

~~(n)~~(o) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be confirmed by an independent traffic analysis conducted by properly qualified individuals.

~~(o)~~(p) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.

~~(p)~~(q) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.

~~(q)~~(r) Observations shall be made as described in the applicable section above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located is more than one use exist on the same site.

7-3-117-3-14 UNCOMPAGRE RIVER OVERLAY DISTRICT.

- (A) Purpose and Intent: The purpose of the UROD is to promote the public health, safety and welfare of the citizens of the Town of Ridgway. The Town shall use the UROD to implement goals, policies and action items in the Town of Ridgway's Land Use Plan; preserve, improve and protect the river corridor as a Town amenity; regulate buildings and structures to maximize access to the Uncompahgre River and view corridors along the Uncompahgre River; utilize design and development techniques that avoid, minimize and mitigate impacts to the natural environment; and ensure aesthetic and ecological qualities of the river corridor continue to be a community asset.
- (B) Applicability: The provisions and regulations of this Section 7-3-~~9-614~~ shall apply to all land within the Town of Ridgway Official Zoning Map included as part of the UROD; and as defined within these regulations. The provisions of this Section 7-3-~~9-614~~ shall apply in addition to the applicable requirements of the underlying zoning district, the Flood Plain Management Regulations in Ridgway Municipal Code Chapter 6-2, and other regulations of the Town. When the standards of this UROD conflict with any other provision of the Ridgway Municipal Code, the more stringent limitation or requirement shall apply. Within the UROD, all land use activity, development, redevelopment, renovation, and/or change in use requiring a building, development, or other land

use permit (for the purposes of this Section of the Ridgway Municipal Code shall be defined as “Development”) are subject to the provisions of this Section 7-3-~~9-614~~.

- (C) Uses by Right: Uses permitted by the underlying zoning district are allowed unless specifically prohibited, provided that the use complies with this Section 7-3-~~9-614~~, and provided any Development complies with this Section 7-3-~~9-614~~.
- (D) Conditional Uses: All conditional uses allowed within the underlying zoning district may be permitted upon approval in accordance with Section 7-3-~~1419~~, and provided any Development complies with this Section 7-3-~~9-614~~.
- (E) Development between 25 and 75 feet:
 - (1) Development between 25 and 75 feet from the High-Water Mark shall be reviewed in accordance with Section 7-3-14, as a conditional use. In addition to the review criteria under Section 7-3-~~1419~~, the following shall also apply:
 - (a) All of this Section 7-3-~~9-614~~.
 - (b) The applicant shall provide an Ecological Characterization Study in accordance with Subsection 7-3-~~9-614~~(G) which concludes that any adverse impacts to the river environment with the proposed Development can be mitigated, and the applicant shall incorporate the mitigation into the development plan and construct the mitigation with the Development.
 - (c) Special consideration for Development shall be given so as to not deprive reasonable use of any land within the UROD.
- (F) Performance Standards:
 - (1) Setback: All Development must be setback a minimum of 75 feet from the High-Water Mark, unless approved as a Conditional Use as further set forth under Subsection 7-3-~~9-614~~ (D) and (E).
 - (2) Public Access:
 - (a) If any proposed or existing trail, path or public access area as described in the Town’s Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, traverses a parcel proposed for Development, the Town may require as a condition of Development approval, dedication of a bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. The preferred dedication is for a 10-foot wide bicycle/pedestrian public access trail easement. However, in reviewing the proposed site plan, the Town shall evaluate the nature and extent of the proposal and the proportionality between the proposal and the dedication and may determine that the 10-foot dedication is appropriate or may reduce the dedication based on the proportionality assessment. The Town may also take into consideration whether and to what extent there are existing easements over the subject property, which provide the same functions of the required public access trail easements. Any trail easements shall be located at, or above, the High-Water Mark or abutting a public right of way. In lieu of a trail dedication, other trail locations that provide for connectivity to existing or future trails, and are made accessible to the public through a dedicated public access easement, may be approved by the Town.

- (b) As a condition of Development approval, if any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, does not traverse a parcel proposed for Development, the Town shall not seek a dedication of bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. However, parcels within the UROD are encouraged to provide public access to the Uncompahgre River including clearly defined access points to public trail segments. "Access" refers to the provision of access from a public right-of-way to a publicly accessible trail or path and/or to the water's edge of the Uncompahgre River.

(3) Design Guidelines and Standards:

- (a) These Design Guidelines and Standards under this Subsection 7-3-~~9-6~~14(D)(3) shall apply to all Development within the UROD, with the exception of single-family and duplex residential buildings.

(b) Site Planning:

- (i) Existing or historic drainage ways shall be accommodated with the development plan.
- (ii) Discharge of storm water directly into the river is prohibited. Use of landscaped/grassed catchment areas and similar design features shall be used for managing, controlling and filtering parking lot and site drainage.
- (iii) Outdoor common areas, seating and/or dining is recommended on the river side of the building.
- (iv) A visible and accessible public entrance from the side of the property facing the Uncompahgre River is encouraged for commercial properties that are open to the public.

(c) Parking and Loading:

- (i) Parking and loading shall be sited to provide the least visual impact from public rights-of-way, including the Uncompahgre River corridor.
- (ii) Trees shall be incorporated to provide parking lot shading. Bollard and/or street lighting shall be used to provide lighting at critical access points.
- (iii) Site parking shall include bike racks and areas for parking strollers and other non-motorized vehicles near the main entrance to the primary building(s) and should have a logical connection to on-site non-motorized access routes.

(d) Mass, Scale, Architectural Design and Materials:

- (i) Total building façade length shall be less than 50 feet in length parallel to the river.
- (ii) Buildings shall avoid monolithic shapes and surfaces by incorporating solids and voids, changes in color, pattern, texture and materials at minimum along the primary façade and the façade along the linear frontage of the river.
- (iii) Use of naturally-derived materials, such as stone, wood and innovative materials such as metal, or high-quality environmentally friendly wood-alternative decking and siding, shall be required.

- (e) Screening and Buffers: All parking areas, outside trash receptacles, large utility boxes, mechanical systems and other unattractive views shall be screened with landscaping from public rights-of-way, including the Uncompahgre River corridor. Screening is not required where access is necessary but shall be screened with a gate where feasible. The purpose of screening and buffers is to promote the public health safety and welfare to conserve views along the Uncompahgre River corridor, and to improve the visual appearance along the river.
 - (f) Exceptions to these Design Guidelines and Standards may be pursued through the variance process pursuant to Section 7-3-~~1621~~.
- (G) Submittal Requirements: These submittal requirements are in addition to the underlying zoning district submittal requirements for the type of land use activity or development proposed. The following information must be completed and included in all applications for development or land use activity:
- (1) A development plan showing compliance with the Performance Standards listed in Subsection 7-3-~~9.614~~(F).
 - (2) Survey map including: property boundaries, the location of the High-Water Mark and 75-foot setback. In the event the identification or location of the High-Water Mark is disputed by the Town, the Town may hire a professional experienced in the identification of a High-Water Mark, to survey the High-Water Mark, and charge the cost of each survey to the Property Owner.
 - (3) In addition to the above, Development applicants seeking a Conditional Use in accordance with Subsection 7-3-~~9.614~~(D) and (E) are required to submit an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The Ecological Characterization Study shall describe, without limitation, the following:
 - (a) The boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
 - (b) The pattern, species and location of any significant native trees and other native site vegetation;
 - (c) The pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
 - (d) The top of bank, the 25-foot setback and High-Water Mark of any perennial stream or body of water on the site;
 - (e) The wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
 - (f) Special habitat features;
 - (g) Wildlife movement corridors;
 - (h) The general ecological functions provided by the site and its features;
 - (i) Any issues regarding the timing of Development-related activities stemming from the ecological character of the area; and

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- (j) Any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor.
- (H) Exempt Uses and Activities: The following uses and activities are exempt from these regulations, including the Performance Standards of Subsection 7-3-~~9-614~~(F) and the Submittal Requirements of Subsection 7-3-~~9-614~~(G), provided plans and specifications are approved by the Town, and all local, state and federal permitting is approved.
- (1) Public improvements essential for public health and safety, installed by, and/or approved by the Town, including but not limited to: public utility buildings, facilities, systems and accessory structures;
 - (2) Public improvements such as: pedestrian and automobile bridges, trails and recreational amenities installed by, and/or approved by the Town;
 - (3) Irrigation, drainage, flood control or water diversion structures installed by, and/or approved by the Town; and
 - (4) Bank stabilization, river restoration and planting of native vegetation installed by, and/or approved by the Town.
 - (5) Notwithstanding Section 7-3-~~1520~~ of the Code, any Development (as defined in Section 7-3-~~9-614~~(B)) related to any structure within the UROD that was legally conforming prior to the date of adoption of this Section, so long as such Development does not expand the building footprint of the structure and is in compliance with all other Town regulations.

7-3-~~127-3-15~~ DIMENSIONAL & OFF-STREET PARKING REQUIREMENTS.

- (A) Dimensional Requirements: Tabulated Requirements for Uses by Right (~~All Dimensions in Feet or Square Feet Unless Noted Otherwise~~).

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height (ft)
	Use	Width (ft)	Size (sf)		Front	Rear	Side	Max. Side on Corner Lot	
R	All Single Family and Duplex	50	10,000 6,000	40 50	15	8	8 5	7.5	27
	<u>All others</u>	50	10,000	40	15	8	8	7.5	27
HR	Single Family and Duplex	50 25	5,000 3,000	50 60	15	8	8 3 ⁽⁷⁾	7.5	27
	<u>Residential uses with three or four dwelling units</u>	<u>35</u>	<u>5,000</u>	<u>60</u>	<u>15</u>	<u>8</u>	<u>5</u> 3 ⁽⁷⁾	<u>7.5</u>	<u>35</u>
	All others	50+25/DU over 1 st DU 70	5,000+ 3,000/ DU 10,000	50	15	8	<u>8</u> 5	7.5	35
MR	<u>Single Family and Duplex</u>	<u>25</u>	<u>3,000</u>	<u>60</u>	<u>10</u>	<u>8</u>	<u>5</u> 3 ⁽⁷⁾	<u>7.5</u>	<u>35</u>

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height (ft)
	Use	Width (ft)	Size (sf)		Front	Rear	Side	Max. Side on Corner Lot	
	<u>Residential uses with three or four dwelling units</u>	<u>35</u>	<u>4,000</u>	<u>60</u>	<u>10</u>	<u>8</u>	<u>5</u> ⁽⁷⁾	<u>7.5</u>	<u>35</u>
	<u>All other residential and mixed uses</u>	<u>50</u>	<u>5,000</u>	<u>60</u>	<u>10</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
	<u>Non-residential uses</u>	<u>N/A</u>	<u>N/A</u>	<u>70</u>	<u>15</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
HB	All	25	NA	NA	*** ⁽³⁾	8	(3) ***	(3) ***	35
GC	All	30	5,000	50 60	15	8	8	7.5	27 *** ⁽²⁾
FD	All	50	35 ac.	NA	15	8	8	8 7.5	27
I-1	All	50	6,000	50	15	8	8	8	30
I-2	All	50	6,000	50	15	8	8	8	30 (6) *****
DS	All	50	5,000	50	15	8	8	7.5	27

^(a1) When the rear or side lot line abuts an alley, the setback shall be a minimum of two (2) feet.

^(b2) 35' height may be allowed if approved as a conditional use.

^{(3) ***} These setbacks shall be determined as follows:

^(a1) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

^(b2) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.

^(c3) In buildings with three stories above ground, the third story shall be subject to a 15-foot front setback, and an 8-foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three-story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.

^(d4) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7-3-~~234~~8.

^{(4)****} -"Structure Height" shall be determined as follows for application of the limitations as set forth herein:

^(a) The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.

^(b2) The height of each separate terrace or step for terraced or stepped buildings shall be considered for purpose of application of these limits.

^(c3) Allowable building height may be increased by six (6) inches if the roof design includes raised heel trusses.

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District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height (ft)
	Use	Width (ft)	Size (sf)		Front	Rear	Side	Max. Side on Corner Lot	

(5)***** Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.

(6)***** Commercial telecommunication antennae or towers that are located on Town owned property and that are in compliance with Ridgway Municipal Code Section 7-3-~~18~~18(H) may have a structure height of up to forty (40) feet.

(7) If a single family or duplex dwelling is 5 feet or less from the side property line, a fire suppression system is required. Fire suppression systems are required in all other buildings per the Building Regulations, see RMC 6-1. If any structure is less than 5 feet from the side property line, a site-specific geotechnical report is required as well as snow guards, brakes or other devices to prevent snow and ice shedding onto adjacent properties.

- (B) Proper dimensional requirements for conditional uses shall be determined in accordance with Subsection 7-3-~~14~~19. Provided, that as a general rule, they shall be no less strict than the dimensional requirements specified for uses by-right in the district concerned or as specified for the use concerned in a zone in which it is a use by-right whichever is more restrictive.

(C) Off-Street Parking Requirements

- (1) The following off-street parking requirements shall apply unless otherwise indicated in all districts, except the Historic Business District. The requirements for the Historic Business District are specified in Subsection 7-3-~~89~~89(E)(4).

Use	Required parking spaces
(a) Residences	<u>Single Family and Duplex: 2 spaces per dwelling unit</u> <u>All Other Residential: 1 space per dwelling unit</u>
(b) Medical offices and clinics	3 spaces per examination room
(c) Hospitals	1 space for each 3 beds
(d) Pharmacies	1 space per 200 sq.ft. of customer floor space
(e) Bus stations	1 space per 400 sq.ft. gross floor area
(f) Funeral homes and mortuaries	1 space for each 6 seats in main chapel
(g) Restaurants and Lounges	1 space per 100 sq.ft. customer floor area
(h) Hotels and Motels	1 space per guest room
(i) Walk-up restaurants	1 space per 50 sq.ft. customer floor area
(j) Bowling alleys	3 spaces per lane
(k) Gas stations	4 spaces, plus 2 spaces for each enclosed auto space
(l) Beauty shops	2 spaces for each chair
(m) Industrial uses	1 space for every 2 employees on shift plus adequate visitor parking
(n) Churches	1 space for each 6 seats in main chapel
(o) Nursing homes	1 space for each 3 beds

Use	Required parking spaces
(p) Professional office space	1 space per 300 sq. ft. gross floor area
(q) Retail establishments	1 space per 250 sq. ft. gross floor area
(r) Studio residence	1 space per unit (600 sq ft. total living area)
(s) Day care facilities not qualifying as an accessory use	1 space for each 10 children plus 1 drop off space, plus one space per staff person
(t) All other uses	1 space per 350 sq. ft. gross floor area

- (2) Parking spaces shall be sized and designed in accordance with standard Town specifications and shall be a minimum of 8 feet by 20 feet in size.
- (3) Maneuvering Area: Off-street parking shall provide sufficient off-street space to allow an automobile to enter, maneuver, and exit without backing onto any public street. Backing onto alleyways is permissible except where otherwise prohibited by plat note.
- (4) For purposes of this Subsection, "gross floor area" is the heated square footage of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas; "customer floor area" is the aggregate amount of internal floor area generally used by the public, or fifteen percent of the total floor area, whichever is greater.

7-3-137-3-16 PLANNED UNIT DEVELOPMENT (PUD).

- (A) Statement of Objectives of Development: The intent of this Subsection is to encourage the development of large tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements and by allowing increased densities, and to promote the purposes of the Planned Unit Development Act of 1972.
- (B) Criteria for a Planned Unit Development: A Planned Unit Development must meet the following conditions for approval:
 - (1) It shall be in general conformity with the Town's Master Plan.
 - (2) All landowners within the PUD shall consent, in writing, to the PUD.
- (C) Permitted Uses:
 - (1) Golf courses and "uses by right" and "conditional uses" in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
 - (2) Residences may be clustered into duplexes or ~~multi-family residences~~ multifamily dwellings.
- (D) Dimensional Requirements and Densities:
 - (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare.
 - (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential

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units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements.

(E) Procedures:

- (1) Planned Unit Developments shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection 7-4-5, 7-4-8, 7-4-9 or 7-4-10 of the Ridgway Municipal Code as applicable. The preliminary and final planned unit development plan shall comply with all requirements for a preliminary and final subdivision plat to the extent applicable. A hearing shall be held on the Planned Unit Development Plan or any substantial amendment thereto pursuant to the Review Procedure of Section 7-3-~~18~~23.
- (2) Approval of a Planned Unit Development by the Town is purely discretionary. If the Town and the Applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

(F) Required Improvements and Standards: The Planned Unit Development Plan shall provide for the construction of the same improvements required for subdivisions in Subsection 7-4-6 of the Ridgway Municipal Code and shall comply with the Design Standards of Subsection 7-4-7 of the Town's Subdivision Regulations. Fees shall be due as provided in Subsection 7-4-12 of the Town's Subdivision Regulations. Security for improvements and enforcement shall be as provided in Town Subdivision Regulations.

(G) Additional Requirements: In addition to the information required to be submitted on the preliminary and final plans pursuant to Town Subdivision Regulations, the Planned Unit Development Plan shall show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths and other improvements and structures. Other information necessary to show compliance with the requirements of this Subsection shall be submitted with the Plan, where appropriate parameters, limits or specifications may be approved in lieu of exact locations, numbers and sizes.

(H) The Planned Unit Development Plan may be enforced by the Town in accordance with the provisions of Subsections 7-3-~~14~~16 and 7-4-3 of the Ridgway Municipal Code or in any other lawful manner.

~~7-3-17~~ 7-3-17 SIGN REGULATIONS.¹

- (A) Compliance Required: It shall be unlawful to erect or maintain any sign except in conformity with the requirements of this Subsection. Signs not in conformity with the provisions of this Subsection are hereby declared to be a nuisance which may be abated by the Town in any lawful manner.
- (B) Signs Allowed Without a Permit: The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this Paragraph (B) and Paragraph (F) and with other applicable requirements of this Subsection, State law and Town ordinances and regulations, and are not prohibited by Paragraphs (C) or (D):

¹ This section does not yet reflect edits per Ord 2020-01. This will be rectified at codification.

- (1) Official traffic control devices, signs, and notices erected, owned and maintained by the United States, the State of Colorado, the Town of Ridgway or any of their political subdivisions for official governmental purposes.
 - (2) Any pennant, motto, or insignia of any nation, state, political subdivisions, religious, civic, or fraternal organization, or school except devices which are used to promote business activity.
 - (3) Works of art unless they are used to promote business activity.
 - (4) Temporary decorations, displays and banners which are customarily displayed and associated with holidays or celebrations and banners associated with Town endorsed civic events.
 - (5) Scoreboards, unless used to advertise business activity.
 - (6) Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.
 - (7) Identification signs incidental to the use of vehicles attached to the vehicle.
 - (8) Traffic control devices with no sign face larger than 3 square feet.
 - (9) One or more temporary signs with an aggregate sign face area of no more than 3 square feet in the Residential and Historic Residential Zoning Districts and 16 square feet in all other zoning districts, for the premises upon which they are located.
 - (10) One temporary sign with no sign face more than 12 square feet in area identifying a project and the contractors involved therein during the construction period.
 - (11) One bulletin board per street frontage not over 20 square feet in area for the purpose of announcing events of civic interest, which is owned and maintained by a charitable or religious institution.
 - (12) Memorial signs and tablets, or cornerstone signs identifying the building and its date of construction. Such signs shall be cut into masonry surface, inlaid so as to be part of the building or constructed of incombustible materials.
 - (13) Temporary real estate "For Sale" or "For Rent" signs.
 - (14) Signs upon vending machines, gasoline pumps, or packages of goods which relate to the contents thereof.
 - (15) Temporary signs advertising Town approved civic events during the period of the event. All such signs may be erected only with the approval of the Town Council except for those displayed in Town Parks which may be approved by Town Administrative Staff.
 - (16) Signs within buildings which are located no closer than 6 inches to any window or which are not legible from distances of 5 feet or more.
 - (17) Repealed by Ordinance 7-2006
 - (18) Temporary signs on the Ridgway School Ball Field fence, provided they do not face Highway 62, that they are only up during baseball season, and that all such signs be controlled and administered by the Ridgway School Administration.
 - (19) Signs devoted to ideological or political speech which do not exceed 10 square feet in area.
- (C) Prohibited Signs and Devices: The following are hereby prohibited within the Town:

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- (1) Animated or flashing signs visible outside any building.
 - (2) Balloons, or pennants, or other wind-powered devices designed to attract attention, except they may be used for civic events up to a maximum of seven days.
 - (3) Repealed by Ordinance 2-2010
 - (4) The operation of search lights to promote business activities.
- (D) Off Premise Signs Restricted: A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:
- (1) Directional signs owned by the Town. The expense of construction and maintenance shall be charged to the businesses or organizations advertised.
 - (2) Signs authorized pursuant to Subsection 7-3-~~42~~17 (G).
 - (3) Signs allowed by Paragraphs (B)(1), (4), (11), and (15).
 - (4) Signs with a message devoted solely to ideological or political speech.
 - (5) Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in Town resolutions as in effect from time to time.
- (E) Permits:
- (1) Except for the signs specified in Subsection (B), no sign may be erected and maintained until a Sign Permit has been issued by the building official. Applications for a standard sign permit issued pursuant to this subsection 7-3-~~42~~17(E) shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$35.00. Applications for permits issued pursuant to Ridgway Municipal Code Section 7-3-~~42~~17(G), for signs erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit, shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$75.00.
 - (2) The Building Inspector shall grant a permit only for signs which will be in compliance with the requirements of this Subsection.
 - (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.
 - (4) A Building Permit is also required for any sign with a value over \$1,000.
 - (5) No permit for a sign shall be allowed in the Residential Districts.

- (6) The total sign face area of signs required to have a permit for businesses within the Downtown Services Zoning District shall not exceed 12 square feet per business. All signs within said District shall be non-illuminated and attached to the building structures, no higher than the roof line.
- (F) Performance Criteria: All signs shall meet the requirements of this paragraph (F) whether a permit is required or not.
- (1) All signs shall be maintained in good, legible and safe condition.
 - (2) No sign shall be erected or maintained which creates a traffic or other safety hazard.
 - (3) All signs shall be constructed and maintained in accordance with any applicable provisions of the Town's building codes.
 - (4) All signs shall be erected and maintained in accordance with applicable requirements of State law.
 - (5) No part of any sign shall be above the roof or parapet of the highest building on the property and no higher than 35 feet. No part of any freestanding sign shall be higher than 20 feet above finished grade.
 - (6) No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.
 - (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 the 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.
 - (8) Signs may be erected only on property which the sign owner has a legal right to erect such sign.
 - (9) All temporary signs must comply with the size restrictions set forth in Section 7-3-~~4217~~(B)(9). Portable or wheeled signs displayed outside of buildings must be located so as to not impede with vehicular or pedestrian traffic, or create a traffic hazard or safety hazard or other nuisance, and must be removed at times when the advertised use or activity is not open for business.
 - (10) No more than 50% of any sign face may be internally illuminated.
 - (11) Materials – Signs lit with a dark-skies compliant external source are recommended over internally lit signs. A “halo” type sign, which uses solid letters with a light source behind them, illuminating the wall around the letters, are acceptable. If internally illuminated signs must be used, illumination of letters and graphics is allowed; however, illumination of the background is prohibited.
- (G) Signs, other than signs belonging to the Town or sponsored by the Town, conforming to size limits of this Subsection 7-3-~~4217~~, may be erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit issued pursuant to either Paragraph (1) or (2) of this Subsection only on the following conditions, in addition to other applicable requirements of this Subsection:
- (1) Projecting signs:

- (a) The sign must be supported and attached to a building.
 - (b) The sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning from the building. A sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning across Town-owned right-of-way.
 - (c) No part of the sign may be less than 10 feet above the ground over Town right-of-way, except for a sign printed on an awning, the awning shall be at least 7 feet above the ground.
 - (d) That portion of any sign face located over the Town right-of-way shall be no larger than 20 square feet in area.
 - (e) No more than one sign per business may extend over the Town right-of-way.
 - (f) No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than 12 inches from the building, nor more than 12 inches over public property.
 - (g) Plans for signs over Town rights-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
 - (h) The revocable permit may be revoked by the Town at any time for any reasonable reason.
 - (i) Proof of insurance shall be provided to the Town.
 - (j) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
- (2) Portable signs:
- (a) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
 - (b) No more than one sign per business may be placed on Town right-of-way.
 - (c) The proposal for a portable sign on Town right-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
 - (d) The revocable permit shall specify the authorized location, and may be revoked by the Town at any time for any reasonable reason.
 - (e) Proof of insurance shall be provided to the Town.
 - (f) The sign must be located so that it does not interfere with Town use, impede vehicular or pedestrian traffic, or create a traffic or safety hazard or other nuisance.
 - (g) The sign must be removed at times when the advertised use or activity is not open for business.
- (H) General Provisions:
- (1) The area of a sign face shall include the surface area of a sign, including non-structural trim and decoration, but excluding supports or uprights. The face area of a sign painted or hung on a wall of a building, or on an awning, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall upon which it is painted. Only one side of double-faced signs that convey the same message on both faces shall be included for purposes of this calculation.

- (2) As used in this Subsection, "sign" means and includes any object, device, or message which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, products, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign".

(I) Nonconforming Signs:

- (1) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraphs (F)(1), (2), (3), (4), (6) or (8). All Master Sign Plans previously approved by the Town under Section 7-3-12(J) prior to April 15, 2019 shall be maintained in strict conformity with such Town approval. Any signs not in compliance with these specific performance criteria and/or Master Sign Plans approved prior to April 15, 2019 shall be removed.
- (2) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraph (F). Any sign not in compliance with Paragraph (F) shall be removed.
- (3) The right to maintain a nonconforming sign shall be terminated and the sign removed or brought into full compliance with this Subsection under the following conditions:
 - (a) Abandonment of the sign, abandonment or termination of the related business, an interruption in continuance of the business for 6 months.
 - (b) A violation of any of the performance criteria of Paragraph (F) (1), (2), (3), (4), (6) or (8).
 - (c) The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.
 - (d) The creation of any additional violation of or nonconformity with these regulations.
- (4) A list of nonconforming signs shall be developed and maintained by the building inspector with owners notified and given a copy of Paragraph (I).

(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~~ 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) 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-~~2023~~²⁰²³. 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-~~1217~~¹²¹⁷ 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;
 - (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-~~1217~~¹²¹⁷(F)(7).
 - (ii) Up to 30% more than the allocated square footage per 7-3-~~1217~~¹²¹⁷(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 proposed signs;

- (d) will not unreasonably interfere with neighboring commercial businesses or properties;
 - (e) provides for signs that are reasonably necessary to operate the business or businesses on the property;
 - (f) 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 ~~the~~ 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 of 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 scheduled hearing, 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~~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 application, or other interested party may, if so desires, have the hearing recorded by a court reporter, at the ~~applicant's~~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 visibly 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 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 in the hearing. The decision of the Planning Commission with respect to an application for major change

of 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 filings 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 applicants 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 Approve 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 are not limited to, 1) changes in the location of a 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-~~4217~~(J)(3)(e).

7-3-157-3-18 SUPPLEMENTAL REGULATIONS.

- (A) Home Occupations: Home Occupations may be conducted within a residential premises or accessory structure related thereto in any district as an accessory use only if the following criteria are met:
 - (1) Town and State Sales Tax Licenses must be obtained if sales taxable by the Town or State sales taxes are to be made.
 - (2) Only the residents of the dwelling unit may be engaged in the home occupation.
 - (3) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off the premises.
 - (4) The home occupation activity shall not utilize or occupy more than 750 square feet in total, nor more than 400 square feet in a garage or other structures outside of the residence. Provided, however, accessory day care facilities shall be limited to 8 or fewer children in lieu of these area limitations.
 - (5) No business activity or storage of property involved in the business may take place outside of enclosed structures, except for horticultural activities.

(6) The short term rental of rooms, such as bed and breakfast operations, does not qualify as an accessory use pursuant to this Subsection.

(B) It shall be unlawful to maintain, own or operate any offensive or unwholesome business or establishment within the Town, including but not limited to rendering plants, tanneries, pig sties, feed lots, dairy farms, manufacture and storage of explosives, sugar beet pulp storage facilities, foundries, or petroleum product refineries, unless such business was lawfully in existence at the effective date of this Section, or at the effective date of annexation subsequent to the effective date of this Section. In either event, such business or establishment shall be subject to the Nonconforming Use Regulations of Subsection 7-3-~~15~~20 of these regulations, and all other applicable regulations of the Town.

(C) Temporary Use Permits:

(1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

<u>Use</u>	<u>Zoning District</u>	<u>Period</u>
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent meetings or crusades	Commercial	2 weeks

(2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a ~~mobile~~manufactured home or travel home:

- (a) For fire protection or security purposes in the General Commercial District.
- (b) At a construction site during the construction period.

(3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to ensure that no public or private nuisance or safety hazard will be created.

(D) Use and Location of Travel Homes:

(1) Travel homes may be occupied only in the following circumstances:

- (a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.
- (b) Upon private property for temporary occupancy by out of town guests for a period not to exceed 30 days in any year for any tract of property.
- (c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-~~13~~18(C).

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- (2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

(E) Garage and Yard Sales:

- (1) Notwithstanding restrictions of Town Zoning Regulations, or junk, litter or nuisance ordinances, garage and yard sales may be conducted within the Town consistent with the conditions set out herein.
- (2) No premises shall be used for a garage or yard sale for more than 48 hours at one time or for more than two such sales in any calendar year.
- (3) The sale shall be conducted so that no traffic hazards or nuisances are created.

(F) Bed and Breakfast Operations:

- (1) Residents of a dwelling unit in the "R" and "HR" Districts may rent rooms on a short-term basis (and may provide meals to such boarders) if a Conditional Use Permit is approved by the Planning Commission pursuant to Sections 7-3-~~1419~~ and 7-3-~~1823~~, and the operation will comply with the criteria of this Subsection.
- (2) The application shall not be granted unless the Planning Commission determines that the following criteria are met:
 - (a) There is at least one additional off-street parking space for each room to be rented in addition to the off-street parking required for the residential dwelling unit.
 - (b) No more than three rooms shall be rented in any dwelling unit. Such rooms shall be an integral part of the dwelling unit.
 - (c) The meals to be served shall be served from the kitchen which is part of the dwelling unit itself.
 - (d) The operation will not create a public or private nuisance.
 - (e) Only the permanent residents of the dwelling unit shall be employed in the operation.
 - (f) The Permittee will obtain a sales tax license and remit sales tax and lodging occupation tax.
- (3) The Town Council may revoke any permit if it determines following a hearing with reasonable notice to the holder of the permit that the above criteria or limits of any permit are not being met.

~~(G)~~ Accessory Dwelling Units:

~~(H)(G) — Dwelling units which meet the criteria of this Subsection may be allowed as an accessory use in the "HR" Historic Residential District, the "R" Low Density Residential District, the "DS" Downtown Service District and the "HB" Historic Business District to a principal residential unit which conforms to the applicable requirements of said Districts.~~

- (1) The creation of Accessory Dwelling Units is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the following standards.

(2) ADUs are only allowed as accessory to a single family detached dwelling. Only one ADU per single family detached dwelling unit is permitted.

(4)(3) The accessory dwelling unit must be constructed in accordance with applicable requirements of Town Building Codes. It may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in 7-3-~~40~~15(A) must be met for the premises.

(2)(4) One off-street parking space shall be provided for the accessory dwelling unit in addition to any other required off-street parking.

(3)(5) The accessory dwelling unit may not exceed 800 square feet of livinggross floor area.

(4)(6) One of the dwelling units on the property must be, and remain, owner occupied.

(5)(7) A minimum of a 90 day rental period shall be required by written lease, except as described in subsection (12) below.

(6)(8) The accessory dwelling unit must be owned together with the principal residential unit, and the lot or parcel upon which they are located, in undivided ownership.

(7)(9) The accessory dwelling unit may be served off of the water or sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.

(8)(10) The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.

(9)(11) A dwelling unit constructed before a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.

(10)(12) An accessory dwelling unit, as defined in Ridgway Municipal Code Section 7-3-~~43~~18(G) either attached or detached to the primary dwelling, may be utilized as a short-term rental only under the following circumstances:

- (a) Tap fees are paid at 30% pursuant to Ridgway Municipal Code Chapter 9-1-9(c)(2); and
- (b) 100% of monthly water, sewer, trash and recycling services are paid on a monthly basis pursuant to Ridgway Municipal Code Chapter 9; and
- (c) The lot size upon which both dwelling units are sited is a minimum of 86,000 square feet.

(H) Telecommunication Antenna and Tower Regulations:

(1) Telecommunication towers and antennae shall be located, and comply with the following provisions:

- (a) Noncommercial television and telecommunications receivers and amateur radio antennae, which qualify as an accessory use to the main use on the premises, may be located on such premises.
- (b) Antennae for “personal wireless services” as defined in 97 USC 332(c)(2) shall be limited to the GC Zoning District, or upon Town-owned property in other zoning districts pursuant to leases or permits with the Town, with terms and conditions adequate to ensure safety

and reasonable compatibility with the neighborhood in which they are located, including requirements for camouflaging where appropriate.

- (c) Commercial radio, television and other tele-communications transmitters and receivers shall be restricted to the GC Zoning District.
 - (d) Additional receivers or transmitters may be installed on existing telecommunication towers regardless of the zoning district.
- (2) All telecommunication antennas and towers shall be limited to the maximum structure heights set out in Section 7-3-~~4015~~, unless a variance is obtained pursuant to Section 7-3-~~4621~~, or allowed in accordance with the following exceptions:
- (a) Telecommunication antennas, receivers and transmitters may be located on lawfully existing towers and structures, as long as they are not above the tower structure.
 - (b) A variance to the height limitations otherwise applicable may be obtained for an amateur radio antenna for noncommercial use pursuant to the review procedure of Section 7-3-~~4823~~ if the Planning Commission determines that the following criteria are met:
 - (i) A higher tower is necessary to be reasonably adequate for the domestic communications purposes;
 - (ii) No reasonable alternative exists;
 - (iii) No adverse impacts will be created with respect to other property in the area.
 - (c) A variance to the height limitations otherwise applicable may be obtained for personal wireless service antennae if the Planning Commission determines pursuant to the review procedure of Section 7-3-~~4823~~ that the following criteria are met:
 - (i) Space is not available at a commercially reasonable price on an existing tower or structure located in a technically feasible location, and no other location is available which will provide reasonably adequate service in compliance with the height limitations set out above, and
 - (ii) No adverse effect on property values in the area will be caused, and no safety hazard will be created.
 - (iii) The design and color of the tower and appurtenances shall be reasonably compatible with the site and surrounding area.
 - (d) Commercial telecommunication antennae or towers up to forty (40) feet in height may be installed upon Town owned property within the “I-2” Light Industrial 2 Zoning District.
- (3) A final decision to deny a variance shall be in writing and supported by a substantial written record.
- (4) All towers and structures shall be subject to the building setback requirements of Section 7-3-~~4015~~ and applicable provisions of Town building codes and other ordinances and regulations.

~~(I)~~ Short Term Rental Regulations:

- (1) Intent and Purpose: Establish standards and procedures by which residential short term rentals can be provided in a manner that protects both the quality of experience and the character of the Town of Ridgway. It is the Town of Ridgway’s intent to establish short term rental

regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.

~~(2)(1) Permitted Use of Short Term Rentals:~~

~~(3)(2) (a) Short term rentals are allowed in all zoning districts where residential units are a use by right or an approved conditional use. Short term rentals are not permitted in the "I-1" Light Industrial District or the "I-2" Light Industrial District. Short term rentals shall comply with the provisions of this Subsection (I) and shall be licensed per Chapter 8, Section 5 of the Ridgway Municipal Code. Provided however the provisions of Subsection 7-3-13(I)(2)(b) below are not applicable to such units in the HB or GC Districts.~~

(3) Permitted Use of Short Term Rentals:

(a) For short term rentals not in the "HB" Historic Business or "GC" General Commercial Districts, the structure involved:

- (i) Shall be a single family dwelling structure; or
- (ii) Shall be a single residential unit in structures with mixed uses; or
- (iii) Shall be a property with two dwelling structures owned by the same owner, in which where the owner may use one of the dwelling structures may be used as a short term rental if both dwelling structures are owned by a single owner and as long as the second one dwelling unit is owner occupied.
- (iv) Shall not be a multiple family residence dwelling or structure as short term rentals are prohibited in multiple family structures.

(b) In the HB and GC Districts, a maximum of five short term rentals are allowed per building or structure.

(4) Performance Standards for Short Term Rentals:

- (a) The unit being rented shall be a Dwelling Unit, as defined pursuant to Ridgway Municipal Code Section 7-3-2 shall not have more than 5 bedrooms, nor be leased or used to any group containing more than 10 people over the age of 18.
- (b) The unit shall have a minimum of 2 off street parking spaces available and any additional spaces necessary to accommodate the tenant's vehicles off street.
- (c) There shall be an owner's agent available to be at the unit within 20 minutes, who is on call full time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town, and posted in the short term rental.
- (d) Adequate animal-resistant trash and recycle containers shall be provided, and information on placement for collection shall be provided, in the short term rental as stated in Ridgway Municipal Code Section 9-2.
- (e) The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy or interfere with the use or enjoyment of public or private property or which constitutes a health or safety hazard.

- (f) The owner must have current State and Town sales tax licenses, a Town business license at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

~~(K)~~(J) Marijuana:

- (1) The cultivation, manufacture, distribution, storage, or sale of marijuana shall not be a lawful use by right, accessory use (including as a home occupation), conditional use, or lawful nonconforming use in any zoning district of the Town of Ridgway, except as provided in this Subsection (J).
- (2) A Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, and Medical Marijuana-Infused Products Manufacturing Facility, licensed under Article 43.3 of Title 12 CRS, a Primary Care Giver registered under CRS 25-1.5-106, and a Marijuana Cultivation Facility, a Marijuana Testing Facility, a Marijuana Product Manufacturing Facility or a Retail Marijuana Store licensed by the State of Colorado pursuant to Article XVIII Section 16 of the Colorado Constitution and Article 43.4 of the Title 12, CRS, may be located within the I-1 and I-2 Zoning Districts and the General Commercial Zoning District east of Liddell Drive extended, as a use by right if they meet the following provisions:
 - (a) They must be operated lawfully under applicable provisions of State Law.
 - (b) They must comply with the performance standards of the I-1 and I-2 Zoning Districts, or General Commercial Zoning Districts, as applicable.
 - (c) They must have valid State and Town sales tax licenses and collect and remit sales tax on sales of Marijuana in accordance with State Law and Town ordinances.
 - (d) A Certificate of Occupancy for each building must be obtained prior to establishment of the use therein.
 - (e) The cultivation, manufacturing, storage, distribution and sale of Marijuana, must be confined to an enclosed building.
 - (f) They must be located in structures with commercial and industrial uses only, and are not allowed in buildings with residential uses.
 - (g) No storage facilities are permitted off of the licensed premises.
 - (h) The building in which the licensed activities take place may not be located within 1000 feet of a school, an alcohol or drug treatment facility, the principal campus of a college, university or seminary, or a residential child care facility. The distance referred to shall be measured from the nearest property line of the land use for the above listed uses to the nearest portion of the building in which licensed activity takes place, using a route of direct pedestrian access. This restriction shall not affect the renewal or reissuance of a license once granted, or apply to a license in effect actively doing business before any of the above uses was constructed.

(3) Cultivation

- ~~(i)~~(a) A Patient, validly registered under State Law, may cultivate Medical Marijuana at the Patient's residence for the Patient's own use only, if in compliance with the limitations of State Law and if the plants cannot be seen or smelled off of the premises.

- ~~(b)~~ An individual may cultivate Marijuana at the individual's residence, only if in compliance with the limitations of Subsection (16)(3)(b) of Article XVIII of the Colorado Constitution and other applicable state law, including the requirement that the growing take place in an enclosed locked place, is not conducted publicly or openly and is not made available for sale.
- ~~(c)~~ The use of a compressed flammable gas as a solvent in the extraction of THC or other cannabinoids in a residential setting is prohibited.
- ~~(d)~~ Co-op or collective grow operations are not allowed without a state license.
- ~~(3)(4)~~ Delivery of Marijuana, or Medical Marijuana by a licensed Medical Marijuana business, licensed Marijuana establishment, Primary Care Giver, or any other person, from a location outside of Town, to a location within Town, is allowed, only if lawful under, and in full compliance with State Law, and the delivering person has a Town sales tax license if taxable sales may occur, and collects and remits Town sales taxes on the sale of the delivered Marijuana and Medical Marijuana.
- ~~(4)(5)~~ The below listed terms shall be defined as indicated for purposes of this Subsection (J):
- (a) "Medical Marijuana", "Medical Marijuana Center", "Optional Premises Cultivation Operation", and "Medical Marijuana-Infused Products, Manufacturing", shall have meanings as defined in CRS, Title 12, Article 43.3.
 - (b) "Primary Care Giver" shall have the meaning as defined in CRS 25-1.5-106.
 - (c) "Patient" shall have the meaning as defined in Section 14(1) of Article XVIII of the Colorado Constitution.
 - (d) "State Law" shall include, but not be limited to, Section 16 and Section 14(1) of Article XVIII of the Colorado Constitution, CRS 25-1.5-106, Article 43.3 and 43.4, Title 12, CRS; and any rules or regulations promulgated pursuant thereto.
 - (e) "Marijuana", "Marijuana Cultivation Facility", "Marijuana Testing Facility", "Marijuana Product Manufacturing Facility" or a "Retail Marijuana Store" shall have the meaning defined in Article XVIII Section 16 of the Colorado Constitution, and Article 43.4, Title 12, CRS.
- ~~(5)(6)~~ Storage of Marijuana off of the licensed premises is not permitted in the Town.
- ~~(6)(7)~~ Marijuana clubs, businesses or other places of assembly where customers, members, or the like, are regularly invited for the purpose of using or consuming marijuana or marijuana products on site, are prohibited in the Town.

(K) Manufactured Homes:

- (1) Manufactured homes, as defined in Subsection 7-3-2, that have more than 500 square feet of living area, are only permitted on the following described property:
- (a) All of Blocks 4, 9 and 29;
 - (b) Block 28, Lots 11 through 20;
 - (c) Block 32, Lots 1 through 18;
 - (d) Block 33, Lots 6 through 10; and

(e) Lot 1 of Mitchell Subdivision No.2.

(2) The limitations of this subsection shall not apply to any manufactured home that was placed on a property not referenced in (K)(1) above prior to June 9, 1993 in Ordinance 93-2 that met all applicable building at safety codes at time of installation.

(3) Manufactured Homes are subject to the provisions of Section 6-3 Regulations for Manufactured Homes, Travel Homes, and Other Factory-Built Homes.

(4) Manufactured Home Parks are subject to the provisions of Section 8-1 Manufactured Home Park and Travel Home Park Regulations.

(L) Employee Housing.

The creation of employee housing is generally encouraged as an effective means to improve housing affordability and to support the viability and retention of employment-generating uses, provided that each complies with the following standards.

(1) Employee housing units are only allowed as accessory to a non-residential use.

(2) One eEmployee housing units are limited to one unit peris allowed for the first 2,500 square feet of gross floor area in the structure. Structures that exceed 23,0500 square feet of gross floor area are allowed one additional unit per 23,0500 square feet, up to a maximum of three units per non-residential use.

(3) The employee housing unit must be constructed in accordance with all applicable building and safety codes.

(4) The employee housing unit must be owned together with the structure occupied by the non-residential use, and the lot or parcel upon which they are located, in undivided ownership.

(5) The employee housing unit must be served off of the water or sewer tap for the principal structure, in which case it shall not be subject to additional tap fees.

(6) If the employee housing unit has been offered to current and prospective employees of the non-residential use for 45 days after the prior tenant vacates and the unit remains vacant, the unit can then be offered to other households where at least one of the occupants is employed at an establishment located within Ouray County.

(7) Short term rental of Employee housing is not permitted.

(8) The burden shall be upon the owner of any employee housing unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.

7-3-167-3-19 CONDITIONAL USES.

(A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7-3-~~18~~23, that the following criteria are substantially met with respect to the type of use and its dimensions:

(1) The use will not be contrary to the public health, safety, or welfare.

(2) The use is not materially adverse to the Town's Master Plan.

- (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the District.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) The location of curb cuts and access to the premises will not create traffic hazards.
 - (7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.
 - (8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.
- (B) The burden shall be upon the applicant to prove that these requirements are met.

7-3-177-3-20 NONCONFORMING USES.

- (A) Any use, building or structure which at the effective date of this Section or at the time of annexation, if annexed subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with the previously applicable County or Town Regulations and Ordinances but which does not conform or comply with all of the regulations provided for in these Zoning Regulations, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Subsection. Uses, structures or buildings which were unlawful or illegal and not in compliance with previously applicable Regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.
- (B) If a use, building or structure is lawfully nonconforming in that it is not a "Use By Right", or a "Conditional Use" which has been approved pursuant to the review provisions of Subsection 7-3-1419, the following shall apply:
- (1) If the building, ~~mobile~~manufactured home or structure involved in the use is removed or if it is destroyed or damaged so that repair, replacement or reconstruction will cost more than fifty percent of the fair market value of the building, ~~mobile~~manufactured home or structure after repair, it shall no longer be lawful to use the building, ~~mobile~~manufactured home or premises except in compliance with the Use Regulations for the District within which it is located.
 - (2) If the nonconforming use is abandoned or discontinued for a period of 6 months, then the premises may only be used in compliance with the Use Regulations for the District within which it is located.
 - (3) The use may be continued only substantially as it existed at the effective date of this Section or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the hearing procedure provided in Subsection 7-3-1823, that the criteria set out in Subsection 7-3-1419 will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Subsection.
 - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered,

unless the Planning Commission determines, following the review procedure of Section 7-3-~~1823~~, that the criteria set out in Section 7-3-~~1419~~ will be met.

- (C) If the use, building or structure is nonconforming with respect to dimensional requirements, design and performance standards, or other provisions not related to "use", the following provision shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected, such nonconformity may not be reestablished.
 - (2) If the building, ~~mobile~~manufactured home or structure is damaged so that the cost of replacing or restoring it is greater than fifty percent of its fair market value after replacement, the building, ~~mobile~~manufactured home or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be reestablished by any repair or reconstruction, unless it is unfeasible to repair the building without reestablishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degree of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degree or amount of deviation from the requirements of this Section.
- (D) This Subsection shall not apply to signs. Nonconforming signs shall be governed by the provisions of Subsection 7-3-~~1217~~.

(E) ~~Manufactured Homes and Factory-Built Housing~~

- (1) Notwithstanding the foregoing provisions of this Section, a lawful nonconforming ~~mobile~~manufactured home owned and occupied by the owner of the land upon which it sits may be replaced by another ~~mobile~~manufactured home to be owned and occupied by said owner if the Planning Commission determines following the review procedure of Section 7-3-~~1823~~ that the criteria set out in Section 7-3-~~1419~~ will be met, and that the replacement ~~mobile~~manufactured home will comply with all other applicable Town regulations including the provisions of Chapter 6-3.
- (2) Notwithstanding any of the foregoing provisions of this Subsection 7-3-~~1520~~ any Factory-Built Housing, which is nonconforming as to restrictions on use or design and performance standards, which for a period of six months is either unoccupied or does not have any authorized use of Town supplied water occur on the premises, shall be removed from the premises unless the structure has previously been issued a permit pursuant to Subsection 6-3-2 and it is erected on a permanent foundation complying with the requirements of the Town Building Code.

7-3-~~187-3-21~~ VARIANCES AND APPEALS.

- (A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-~~1823~~, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:

- (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance, and
 - (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.
- (B) The Planning Commission may grant a variance from the Off-Street Parking Requirements for the Historic Business Zoning District, following the review procedure of Subsection 7-3-~~18~~²³, provided that the criteria of this Subsection will be met. Variances shall be granted if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and any one of the following criteria are met:
- (1) The variance is requested for an addition to an existing building or the construction of a purely accessory structure and these modifications will have a de minimis effect on traffic and parking; or,
 - (2) The placement of on-site parking is not congruent with the goals and objectives of the downtown and as such will create an undesirable effect on the downtown streetscape, potentially interrupting, impeding or otherwise adversely affecting existing or future infrastructure such as pedestrian walkways and landscape areas; or,
 - (3) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Off-Street Parking Requirements.
- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) No variance or appeal shall be granted with less than four concurring votes of the Planning Commission.

7-3-~~197~~-3-22 AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.

- (A) Rezoning:
- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:
 - (a) The amendment is not adverse to the public health, safety and welfare, and
 - (b) Either:
 - (i) The amendment is in substantial conformity with the Master Plan, or
 - (ii) The existing zoning is erroneous, or
 - (iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned~~, or~~
 - ~~(iv) Repealed by Ordinance 7-1999~~
 - (2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment

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to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. The burden shall be on the applicant to show that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

(B) Zoning of Additions:

- (1) The Planning Commission may recommend to the Town Council a zoning district designation for all property annexed to the Town not previously subject to Town zoning. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the Annexation Ordinance or thereafter.
- (2) The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare.

(C) Legislative Zoning:

Comprehensive review and reenactment of all or a significant portion of the Official Zoning Map shall be a legislative action and shall not be required to meet any criteria set out in this Subsection.

(D) Amendments to these regulations may be made only by ordinance.

(E) All proposals to amend the Official Zoning Map or these Zoning Regulations may be referred to the Planning Commission for recommendation.

(F) The Town Council shall review all proposals to amend the Official Zoning Map as the "Review Board" in substantial conformity with the review procedures set out in Subsection 7-3-~~18~~23.

~~(G) — Repealed by Ordinance 19-1999~~

7-3-207-3-23 REVIEW PROCEDURE.

- (A) All requests for approval of an appeal, a variance, a conditional use, a change in a nonconforming use, or other action which is required to be reviewed pursuant to this Subsection by these Zoning Regulations or other Town Ordinances, shall be reviewed by the Planning Commission, or Board of Adjustment, as provided in these Regulations.
- (B) The applicant requesting approval of a variance, appeal, conditional use, change in a nonconforming use, or other action required to be reviewed pursuant to this Subsection shall submit an application upon forms supplied by the Town accompanied by any other required information or information which he may desire to submit. A single application may contain a request for more than one action. The application shall be accompanied by application fees as set by Subsection 7-3-~~20~~25. No formal application need be submitted or fee paid for action initiated by the Town or Planning Commission.
- (C) A hearing shall be set before the appropriate Board after receipt by the Town of a properly completed application form and all other required information.
- (D) Notice of the hearing shall be posted at Town Hall 10 days before the hearing and posted, visible from 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.

- (E) 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 Reviewing Board may limit testimony, evidence, and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor to strictly follow the Rules of Evidence as applied by the Courts. The hearing may 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 his expense. The hearing may be continued from time to time as necessary. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.
- (F) The Reviewing Board shall announce its decision within 20 days of the completion of the hearing. It shall not be necessary for the Reviewing Board to provide written findings or conclusions, except upon the request of the applicant, or other party appearing or participating in the hearing. The decision of the Reviewing Board with respect to requests for approval of a variance, conditional use, or change in a nonconforming use, or appeal shall be final, subject only to review by certiorari in the courts. The Town shall have the right to appeal any such decision to the courts. Upon the filing of an appeal or request for review in the courts, 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 his expense.
- (G) The Reviewing Board may approve the requested action only upon finding that all applicable criteria and requirements of these Zoning Regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Reviewing Board 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.

7-3-217-3-24 ENFORCEMENT AND ADMINISTRATION.

- (A) The Building Official shall be responsible for the interpretation, administration and enforcement of the provisions of these Regulations, as amended, the Official Zoning Map, as amended, and of any decisions entered by the Planning Commission, Board of Adjustment or Town Council, pursuant to this Section.
- (B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these Zoning Regulations, and any decision issued pursuant hereto.
- (C) Whenever necessary to make an inspection to enforce any of the provisions of these Zoning Regulations, or any provision of a decision entered, pursuant to this Section, or whenever there is reasonable cause to believe that a violation of any provision of these Zoning Regulations, or of any decision issued, pursuant to this Section exists, the Marshal, Building Inspector, or their authorized representative, shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Section. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premises if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

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- (D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these Zoning Regulations or of the terms of any decision entered pursuant to this Section.
- (E) Any action which reduces the area of any site, lot or tract in violation of the minimum dimensional requirements of these regulations shall be unlawful.
- (F) It shall be unlawful to violate any of the provisions of these Zoning Regulations, or the terms of any decision entered pursuant to this Section. Any person convicted of such a violation may be punished by a fine of up to \$300 dollars. Each day any violation continues shall constitute a separate violation.
- (G) Continuing violations of this Section, the terms of any decision issued pursuant to this Section, or any subdivision plat restrictions, are hereby declared to be a nuisance and may be abated in any lawful manner.

~~7-3-227-3-25~~ FEES AND COSTS.

- (A) The following fees shall be submitted with respect to the indicated application, request or action:
 - (1) Temporary Use Permit pursuant to 7-3-~~13~~18(C): \$150.00
 - (2) Conditional Use Permit pursuant to 7-3-~~14~~19: \$250.00
 - (3) Change in a Nonconforming Use pursuant to 7-3-~~15~~20(B)(3) and (4): \$150.00
 - (4) Variances and Appeals pursuant to 7-3-~~16~~21: \$250.00
 - (5) Rezoning pursuant to 7-3-~~17~~22(A) and (B): \$250.00
 - (6) Other Reviews conducted pursuant to the 7-3-~~18~~23 Review Procedure: \$250.00
 - (7) Variance from Flood Plain Regulation pursuant to 6-2-5: \$150.00
 - (8) Master Sign Plan pursuant to 7-3-~~12~~17: \$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
 - (9) Zoning or Land Use Compliance letters: \$50.00
 - (10) Deviation to Single Family Home Design Standards pursuant to 6-6: \$175.00
- (B) In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

- (C) The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees within this Chapter 7 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

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CHAPTER 8

SECTION 1

ManufacturedMobile Home Park and Travel Home Park Regulations

Subsections:

- 8-1-1 Licenses.
- 8-1-2 Definitions.
- 8-1-3 Manufacturedobile Home Park And Travel Home Park Construction Permits.
- 8-1-4 Manufacturedobile Home Park Design Requirements.
- 8-1-5 Travel Home Park Design Requirements.
- 8-1-6 Maintenance Of Manufacturedobile Home And Travel Home Parks.
- 8-1-7 Non-Conforming Manufacturedobile Home Parks And Travel Home Parks.
- 8-1-8 Administration And Enforcement.

8-1-1 LICENSES.

(A) It shall be unlawful to operate a manufacturedmobile home park or travel home park unless a license has been issued in accordance with this Section.

(B) Application for a license shall be made on forms provided by the Town.

(C) No license shall be issued until an inspection is made by the Town and it is determined that the applicable requirements of this Section and other Town and State regulations are met.

(D) Following a hearing, preceded by a thirty (30) day notice to licensee, any license may be revoked if the Town Council determines that a violation of this Section, or other applicable Town or State regulations, exists.

(E) All existing manufacturedmobile home parks or travel home parks shall have sixty (60) days to obtain a license following the effective date of this Section. As part of the initial license, an occupancy permit shall be issued for each dwelling lawfully located within a manufacturedmobile home park at the effective date of this Section, without charge.

8-1-2 DEFINITIONS.

Manufactured Mobile Home, Dependent ManufacturedMobile Home, ManufacturedMobile Home Park, Travel Home and Travel Home Park shall be defined as set out in Section 6-3 of the Ridgway Municipal Code.

8-1-3 ~~MANUFACTURED OBILE~~ HOME PARK AND TRAVEL HOME PARK CONSTRUCTION PERMITS.

(A) It shall be unlawful to commence the construction of any manufacturedmobile home park or travel home park, or the enlargement of an existing manufacturedmobile home park or travel home park until a construction permit has been approved by the Planning Commission and Town Council as meeting the criteria and requirements of this Section and other applicable Town and State regulations.

(B) Application for a construction permit shall be made by submitting a site plan of the proposed park, accompanied by any supporting documents, plans or drawings, as necessary, to show that the design requirements of Subsections 8-1-4 or 8-1-5, as applicable, will be complied with.

(C) The site plan and all supporting plans must be submitted to the Town no later than thirty (30) days before the date at which the Planning Commission is to review the application. Notice of the proceeding shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the date of review. Following review of the application, the Planning Commission shall recommend approval or disapproval of the application. If disapproved, the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant, upon request. The application shall then be submitted to the Town Council for review and action. The Council may approve, or disapprove, the application if it finds that the requirements of these regulations have not been met.

(Ord 14-1998)

(D) No license for a [manufacturedmobile](#) home park or travel home park, or part thereof subject to the construction requirements of this Section, shall be approved until an inspection to determine if the park, or the applicable portion thereof, has been developed in substantial conformity with the site plan as approved by the Town Council.

8-1-4 MANUFACTUREDMOBILE HOME PARK DESIGN REQUIREMENTS.

(A) [ManufacturedMobile](#) home parks may be located only where allowed by Town Zoning Regulations, and shall be a minimum of two (2) acres.

(B) All [manufacturedmobile](#) home parks shall, as a minimum, comply with the regulations for [manufacturedmobile](#) home parks issued by the State of Colorado and the requirements of this Section. In the event of any conflict between the State regulations and the requirements of this Section or other ordinances and regulations of the Town, those regulations which are more stringent shall apply.

(C) Each [manufacturedmobile](#) home space may have only one (1) [manufacturedmobile](#) home located on it and shall comply with the dimensional requirements of this Subsection. All spaces shall be adequately identified by a number or letter.

(1) Minimum Lot area - 2500 square feet

(2) Minimum Set Backs:

(a) Front	10	feet
(b) Rear	8	feet
(c) Side on Corner Space	7.5	feet
(d) Side	5	feet

(3) Accessory structures which are not attached to the [manufacturedmobile](#) home are not subject to the rear and side yard setbacks, but shall be set back a minimum of two (2) feet.

(D) The [manufacturedmobile](#) home park developer shall provide the following improvements:

(1) A Town water system to serve each lot, including fire hydrants and fire mains.

(2) A sanitary sewer system.

(3) Fifty (50) foot wide streets with a minimum paved width of thirty (30) feet.

(4) A storm drainage system.

(5) Street signs, street lights.

(6) Concrete valley pans four (4) feet in width, or curbs, gutters and four (4) foot wide sidewalks shall be installed on each side of each street.

(7) A park or playground occupying at least 5% of the area of the ~~manufactured~~mobile home park to be maintained by the ~~manufactured~~mobile home park owner.

(E) Arrangements to provide public utilities, including, if available, gas, electricity, telephone and cable television, shall be made with the utility companies for service to each space.

8-1-5 TRAVEL HOME PARK DESIGN REQUIREMENTS.

(A) Size and Location:

Travel home parks may be located only where allowed by Town Zoning Regulations and shall be a minimum of two (2) acres in area.

(B) All travel home parks shall, as a minimum, comply with applicable State of Colorado Regulations for campgrounds and recreation areas and the requirements of this Subsection. In the event of any conflict between State Regulations and the requirements of this Section or other Town ordinances or regulations, those regulations which are more stringent shall apply.

(C) Dimensional Requirements:

(1) All travel homes and any accessory structures shall be at least ten (10) feet from any other travel home and accessory structure.

(2) The number of travel homes in the park shall not exceed 25 travel homes per acre.

(D) Eight (8%) percent of the gross area of the travel home park, or 2,500 square feet, whichever is greater, shall be developed and maintained as a park or playground by the park owner.

(E) The travel home park developer shall provide the following improvements:

(1) A water system, including fire hydrants and fire mains.

(2) A sanitary sewer system.

(3) Paved streets with a minimum paved width as follows:

(a) One-way/no parking - 11 feet;

(b) One-way/parking on one side - 18 feet;

- (c) Two-way/no parking - 24 feet;
 - (d) Two-way/parking on one side - 27 feet; and
 - (e) Two-way/parking on both sides - 34 feet.
- (4) A storm drainage system.
 - (5) Street signs and security lights.
 - (6) A service building meeting the requirements of applicable State and Town regulations.

(F) Plans for all improvements shall be submitted with the site plan and shall be approved by the Town prior to the approval of any licenses by the Town Council. All required improvements shall comply with Town design and construction standards and specifications.

(G) Easements:

The Town may require reasonable utility easements to be dedicated to the public for the purpose of public and Town utilities.

8-1-6 MAINTENANCE OF MANUFACTURED~~MOBILE~~ HOME AND TRAVEL HOME PARKS.

(A) All ~~manufactured~~mobile home parks and travel home parks shall be maintained in accordance with the requirements of this Section, applicable State of Colorado Department of Public Health and Environment Regulations, and other applicable regulations of the Town or State.

(B) The Town Building Official, or his designated representative, shall have the right to enter upon any ~~manufactured~~mobile home park or travel home park at any reasonable time for the purpose of inspecting the premises to determine compliance with this Section or other applicable ordinances and Town and State regulations.

8-1-7 NON-CONFORMING MANUFACTURED~~MOBILE~~ HOME PARKS AND TRAVEL HOME PARKS.

(A) Any ~~manufactured~~mobile home park or travel home park which at the effective date of this Section, or at the time of annexation, if annexed subsequent to the effective date of this Section, which was lawfully existing and maintained in accordance with previously applicable County or Town regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained and used only in compliance with the provisions and limitations imposed by this Subsection in addition to the limitations of Sections 6-3 and 7-3 of the Ridgway Municipal Code. ~~ManufacturedMobile~~ home parks, or travel home parks which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful and illegal and subject to abatement or other enforcement action. All ~~manufactured~~mobile home parks and travel home parks shall comply with applicable State regulations immediately.

(B) If the ~~manufactured~~mobile home park or travel home park is non-conforming with respect to dimensional requirements or other general requirements of the design standards of this Section, the following provisions shall apply:

(1) If the non-conformity is abandoned, removed or corrected for any length of time, such non-conformity may not be reestablished.

(2) No alteration may be made which would increase the amount or degree of the non-conforming feature. Changes may be made which would decrease the degree or amount of deviation from the requirements of this Section.

(3) If any existing ~~manufactured~~mobile home is removed from a site or space within or without a ~~manufactured~~mobile home park, no ~~manufactured~~mobile home may be moved onto such site or space which would have the effect of increasing the degree or amount of the non-conformity with this Section.

8-1-8 ADMINISTRATION AND ENFORCEMENT.

(A) The Building Official shall administer and enforce this Section.

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

(C) Any person convicted of a violation of any of the provisions of this Section shall be punished by a fine of not more than \$300. Each day during which any violation is committed or permitted to continue shall be considered to constitute a separate offense. (Ord 1-2017)

(D) Any violation of the provisions of this Section is hereby declared to be a nuisance and may be abated in accordance with law.

(E) In addition to any other remedies the Town may have, it may maintain an action in a court of competent jurisdiction to enjoin any violation of or compel compliance with any provision of this Section.

(F) The Town may refuse to issue any permits required by Town ordinance or grant water or sewer taps if the applicant is in violation of any of the provisions of this Section.

CDPHE Communication with Town Staff

From: Beebout - CDPHE, Andrea <andrea.beebout@state.co.us>
Sent: Wednesday, April 29, 2020 4:10 PM
To: Chase Jones <cjones@town.ridgway.co.us>
Subject: Fwd: Ridgway Lagoon Odor Setbacks

Hey Chase,

I got a second opinion from the Division's lead wastewater engineer who is much more familiar with Reg.22 than I am in my day to day. Hope this helps! Let me know if you need anything else.

Andrea

--

Andrea Beebout
Environmental Protection Specialist
Clean Water Enforcement Unit

P 303.692.6498
4300 Cherry Creek Drive South, Denver, CO 80246
andrea.beebout@state.co.us | www.colorado.gov/cdphe/wqcd

----- Forwarded message -----

From: Beebout - CDPHE, Andrea <andrea.beebout@state.co.us>
Date: Wed, Apr 29, 2020 at 4:08 PM
Subject: Re: Ridgway Lagoon Odor Setbacks
To: Kurz - CDPHE, David <david.kurz@state.co.us>

Thanks, David!!

On Wed, Apr 29, 2020 at 3:47 PM Kurz - CDPHE, David <david.kurz@state.co.us> wrote:
Andrea,

He is correctly reading how that part of the guidance is applied. His key sentence is: "one can build a residential dwelling within an odor setback at an existing WWTP. However, if that WWTP were to change capacity or build a new system it would be subject to odor control due to that habitable structure."

I would encourage them to keep distance between residential and the wastewater treatment facility if they can. If not, design and operation costs could be higher in the future if odor control needs to be included in the future.

David
David Kurz, P.E.
Lead Wastewater Engineer
Engineering Section

P 303.692.3552 | F 303.758.1398
4300 Cherry Creek Drive South, Denver, CO 80246
david.kurz@state.co.us | www.colorado.gov/cdphe/wqcd

On Wed, Apr 29, 2020 at 10:57 AM Beebout - CDPHE, Andrea <andrea.beebout@state.co.us> wrote:
Hi David,

Hope you're doing well. I have a friend who works for the Town of Ridgway and was looking for some help/clarification related to Reg.22 and a current re-zoning request (explained in more detail in his email). Do you have any insights for him or similar situations that you've come across in the past?

Thank you!
Andrea

----- Forwarded message -----

From: **Chase Jones** <cjones@town.ridgway.co.us>
Date: Tue, Apr 28, 2020 at 3:54 PM
Subject: Ridgway Lagoon Odor Setbacks
To: andrea.beebout@state.co.us <andrea.beebout@state.co.us>

Hi Andrea,

As I mentioned on the phone, a developer is attempting to convince our Planning Commission to allow for condos/apartments within our 500ft Lagoon setback for odor. Currently the surrounding area is zoned for industrial use (due to this setback). It is my understanding that one can build a residential dwelling within an odor setback at an existing WWTP. However, if that WWTP were to change capacity or build a new system it would be subject to odor control due to that habitable structure.

The developer has a letter from a consultant claiming there will be no adverse impact on the Town regulatorily from CDPHE now or in the future. I find this hard to believe due to the highlighted sections of WQ Reg 22 (attached).

With the new WQ regs rolling out in 2027 and a possible 4th pond to be installed west of our northern most pond, I want to clarify possible regulatory ramifications. The Town is trying to minimize limitations when it comes time to plan for improvements. The potential cost to reduce the setback from 500ft to 250ft is substantial.

An aerial of our lagoon with setbacks is below. Blue is 500ft and purple is 250ft. The outermost line on top left accounts for a possible 4th cell. The proposed development lies between Cora and the currently non-existent section of Laura St.



Thanks for any input,

Chase



Chase Jones

Public Works

Services Administrator

RIDGWAY TOWN HALL

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

970.626.5308 ext. 221 | cjones@town.ridgway.co.us

CDPHE Communication with Ben Jackson and Chris Hawkins

From: [Chase Jones](#)
To: [Shay Coburn](#); [Joanne Fagan](#)
Subject: FW: Sewer System Expansion Question
Date: Friday, May 1, 2020 4:29:28 PM

From: Kurz - CDPHE, David <david.kurz@state.co.us>
Sent: Friday, May 1, 2020 3:57 PM
To: Ben Jackson <bjbkjack@gmail.com>
Cc: chris@alpineplanningllc.com; Erin Scott - CDPHE <erin.scott@state.co.us>; Amy Zimmerman <amy.zimmerman@state.co.us>; Chase Jones <cjones@town.ridgway.co.us>
Subject: Re: Sewer System Expansion Question

Full disclosure. I am adding Chase Jones with Ridgway to this conversation (which hopefully will be over for me after this email).

Many of the provisions in Regulation 22 are intended to have the issues resolved at the local level prior to submitting a site location application to the state. Regulation 22 even incorporates requirements for local approval of the application before it is ever submitted to the state. The intent of the regulation is to set some limits on where new wastewater treatment facilities are created. A developer wanting to avoid hooking into an existing sanitation district will have many local questions to answer if they are proposing to build a new wastewater treatment facility adjacent to existing houses.

My perception of the situation in Ridgway is akin to the historic airport discussions when I was growing up in Denver. An airport, originally built in the boonies is now surrounded by housing developments. Too much noise! There must be a new airport, far away from housing. A new airport is built and planners include plenty of non-residential zoning around the airport to prevent noise complaints when the airport reaches ultimate buildout. But, the airport is initially small and the land is available, it is not developed quickly, and the land is cheap, so developers see opportunity to develop land on the fringes. After all, what is wrong with some residential areas on the fringes. Then the airport grows, increases flights, builds more runways, and people begin to complain about the noise. The developers did not include noise reduction and they are gone. The homeowners do not see it is their need to do noise mitigation. The cycle is repeated and the airport is now the enemy that is expected to reduce the noise - or move! But alas, it was there first and everyone ignored the intent of the initial planning to protect citizens from noise.

Think about the airport example, but zoning. Perhaps warehouses are allowed in an industrial zoned area because there is little general public presence. If one zoning decision allows a warehouse area to include some combination warehouse/retail visits periodically by customers to assist the businesses (e.g., granite countertops), does that mean the area should now open to restaurants, grocery stores, and apartments just because the warehouse looked more commercial vs. a manufacturing industry?

The intent of the odor control portion of the Regulation 22 Guidance is to protect citizens in existing habitable structures from odors from a new or expanded wastewater treatment facility. Line 681 of the guidance indicates habitable structures include residences, schools, and commercial structures. Zoning is a local responsibility. If the local review of a site location application for a wastewater treatment facility identifies existing development is protected from odors, the site location process succeeded in

getting local resolution. Later construction in the area is expected to understand that a wastewater treatment facility already exists and local government and developers are expected to think ahead about citizen complaints about odors, which we get when land use activities put more people up close to existing treatment facilities. When those calls come in, the caller always claims the wastewater facility is at fault because it is their odor. But the facility was frequently built well before the development around it. Odor control is not easy or cheap to retrofit on wastewater treatment facilities, but developers around the facility do not typically offer to pay the sanitation district to install and operate the odor control process. The particular type of land uses and zoning in our guidance is not a super precise issue like the number of parking spaces for a building. Instead of trying to have wastewater engineers precisely determine the meaning of "commercial" relative to local zoning and land use in a general wastewater guidance document that is trying to give consideration to the general sense of protecting people from undesirable odors from future wastewater treatment facilities, how about thinking of the citizens who might use the properties and work out a reasonable zoning and land use solution at the local level?

If a site location application comes to us, we will evaluate the habitable structures within the buffer zone identified in the guidance document. We do not monitor land use between site location applications. The question of whether an "industrial" or "light industrial" area would trigger odor control is a gray area. The more the structures/uses represent residential, schools, or commercial units, the stronger the argument for requiring odor control.

Hope this is helpful.

Please work out zoning and land use at the local level with a long-term consideration of the people that will be in that area, at present and in the future.

Thanks, David

David Kurz, P.E.
Lead Wastewater Engineer
Engineering Section



P 303.692.3552 | **F** 303.758.1398
4300 Cherry Creek Drive South, Denver, CO 80246
david.kurz@state.co.us | www.colorado.gov/cdphe/wqcd

24-hr Environmental Release/Incident Report Line: 1.877.518.5608

On Fri, May 1, 2020 at 10:25 AM Ben Jackson <bjbkjack@gmail.com> wrote:

David,

In the document that you sent the link to that Chris and I have been reviewing it mentions habitable structures....I would assume a habitable structure is something that was issued a building permit to build then issued a certificate of occupancy to occupy, no matter what the use, the structure has become habitable?

We are trying to get some direction regarding existing habitable structures within 500 feet, regardless of how old the structures may be. Would a municipality have to mitigate for odor? If any new habitable structures were approved by the Town and built within the 500 feet, regardless of their age, and assuming a municipality has to mitigate for those older existing structures anyway would the municipality have to spend more money to mitigate for the newly built structures?

I guess another way to ask on what we're trying to get clarity on is if the municipality has to mitigate for odor for the existing structures, and new ones get built, could that increase the cost of the odor mitigation requirement? Existing habitable structures vs. new structures built could it make the mitigation Cost increase.

I am sure you're going to be hearing from the Ridgway Public Works Director as well since the above-mentioned concerns were raised in a recent public meeting.

Please keep my contact info. If you are going to be in the Ridgway area anytime this year Chris and I would like to meet with you on site so you can see our concerns.

Again, thank you for your responses.

Best

Ben Jackson, Manager
Ridgway River Ranches, LLC
970-708-1495 Cell

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On May 1, 2020, at 9:57 AM, David Kurz - CDPHE <david.kurz@state.co.us> wrote:

Not in these water regulations.

David Kurz, P.E.

Lead Wastewater Engineer
Engineering Section

P 303.692.3552 | F 303.758.1398

4300 Cherry Creek Drive South, Denver, CO 80246

david.kurz@state.co.us | www.colorado.gov/cdphe/wqcd

24-hr Environmental Release/Incident Report Line: 1.877.518.5608

On May 1, 2020, at 9:09 AM, chris@alpineplanningllc.com wrote:

Thank you David. Is there a definition for “commercial” anywhere in your regulations? I could not find one in the advisory document.

Happy Friday.

Chris Hawkins, AICP

Alpine Planning, LLC

970-964-7927

www.alpineplanningllc.com

<image002.jpg>

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From: Kurz - CDPHE, David <david.kurz@state.co.us>

Sent: Thursday, April 30, 2020 1:49 PM

To: Ben Jackson <bjbkjack@gmail.com>

Cc: chris@alpineplanningllc.com; Erin Scott - CDPHE <erin.scott@state.co.us>;

Amy Zimmerman <amy.zimmerman@state.co.us>

Subject: Re: Sewer System Expansion Question

Ben,

The odor control expectations are part of the site location and design review process required for domestic wastewater treatment facilities pursuant to Regulation 22. The odor control provisions are not directly in the regulation, but in the Regulation 22 Guidance document which is available at: www.colorado.gov/cdphe/wq-guidance. Although updates to the regulation were just adopted this month (April 2020) and the guidance document will be updated over the next year, I am not aware of any plans to alter the odor control provisions when the guidance is updated.

In summary, buffer zones are identified for various types of treatment technologies and wastewater treatment facilities that meet conditions identified in this section are expected to incorporate odor control processes in the design of the domestic wastewater treatment facility. Details are in the guidance document and the odor control section starts on page 21 of the guidance at line 654. Line 681 of the guidance indicates habitable structures include residences, schools, and commercial structures.

Hope this is helpful. David

David Kurz, P.E.
Lead Wastewater Engineer
Engineering Section



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david.kurz@state.co.us | www.colorado.gov/cdphe/wqcd

24-hr Environmental Release/Incident Report Line: 1.877.518.5608

----- Forwarded message -----

From: **Ben Jackson** <bjbkjack@gmail.com>

Date: Thu, Apr 30, 2020 at 9:49 AM

Subject: Sewer System Expansion Question

To: <erin.scott@state.co.us>, <chris@alpineplanningllc.com>, Ben Jackson
<bjbkjack@gmail.com>

Erin,

I got your email off of the Colorado Department of Public Health website. I am not sure if you are the correct person regarding a couple of questions myself and Chris Hawkins have regarding a potential sewer expansion in the Town of Ridgway.

I represent a property owner that adjoins the current sewer treatment location. I am also the developer of the River Park subdivision located in the Town of Ridgway and in proximity to current sewer treatment facilities.

I have several questions mainly dealing with the definition of a habitable structures. If the Town of Ridgway expands with another open water lagoon and existing businesses, zoned industrial (but are more commercial in nature) are located within 500 feet will the State require odor mitigation.

I will wait for you to respond. If you are the right person I will send you a more detailed email outlining our questions.

If you are not the right person could you direct me to who could assist me with municipalities that are expanding sewer treatment facilities that is surrounded by existing development, with new development being added, and how the State looks at requiring municipalities to mitigate.

THK!

Best

Ben Jackson, Manager
Ridgway River Ranches, LLC
970-708-1495 Cell

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ORDINANCE NO. 2020-XX

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO
REVISING SECTIONS 6-3, 6-6, 7-3 AND 8-1 OF THE RIDGWAY MUNICIPAL CODE
REGARDING HOUSING AFFORDABILITY**

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 manufactured home standards further enumerated under Section 6-3, Regulations for Mobile Homes, Travel Homes, and Other Factory Manufactured Structures; single family home design standards further enumerated under Section 6-6, Single Family Home Design Standards; zoning regulations further enumerated under Section 7-3, Zoning Regulations; and manufactured and travel home park standards further enumerated under Section 8-1, Mobile Home Park and Travel Home Park Regulations; and

WHEREAS, the 2019 Master Plan identified housing as a major priority and contains the following action items:

COM-1c: Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements)

COM-2a: Review and update the Town's zoning regulations as necessary to ensure desired housing types are defined and allowed in locations designated for residential uses by the Land Use Plan

COM-2c: Study recent innovations in modular home and small home construction and revise land use and building codes to allow in appropriate locations; and

WHEREAS, on August 27, 2019 the Planning Commission recommended that Council prioritize code updates that address housing and on September 11, 2019 the Town Council approved moving forward with code updates targeted toward housing; and

WHEREAS, there have been four public meetings held to discuss proposed revisions to these sections of code on January 7, February 10, March 31, and April 28, 2020 and the last of which the Planning Commission recommended the revisions for Town Council to consider.

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

Section 1.

RMC 6-3, 6-6, 7-3, and 8-1 are amended as attached in Exhibit A.

Section 2. 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 3. Effective Date

This Ordinance shall take effect 30 days after adoption.

INTRODUCED by the Town Council of the Town of Ridgway, Colorado the _____ day of May, 2020.

TOWN OF RIDGWAY, COLORADO,
A HOME-RULE MUNICIPALITY

By: _____
John I. Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved as to Form:

Bo James Nerlin, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, the ____ day of June, 2020.

TOWN OF RIDGWAY, COLORADO,
A HOME-RULE MUNICIPALITY

By: _____
John I. Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved as to Form:

Bo James Nerlin, Town Attorney

CERTIFICATE OF TOWN CLERK

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on _____, 2020, published by title and posted thereafter, and adopted by the Town Council on _____, 2020.

(SEAL)

Pam Kraft, MMC, Town Clerk

CHAPTER 6**SECTION 3****Regulations for Manufactured Homes, Travel Homes, and Other Factory-Built Housing****Subsections:**

- 6-3-1 Definitions.
- 6-3-2 Building And Occupancy Permits For Factory-Built Structures.
- 6-3-3 Nonconforming Manufactured Homes And Structures.
- 6-3-4 Administration And Enforcement.

6-3-1 DEFINITIONS.

(A) MANUFACTURED HOME: A factory-built structure that is built on a permanent chassis, is designed and constructed to permit lawful long-term occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended (commonly referred to as the "HUD Code.)."

(B) DEPENDENT MANUFACTURED HOME: A manufactured home without toilet, lavatory or bathing facilities.

(C) FACTORY-BUILT HOUSING: Any structure, or component of a structure, designed primarily for residential occupancy, either permanent or temporary, that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, and that does not meet the definition of a manufactured home. Factory-built housing shall either comply with the Town's adopted building codes or the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14.

(D) MANUFACTURED HOME PARK: A single site, parcel or lot operated and used for the location of two (2) or more manufactured homes intended for use as residences.

(E) TRAVEL HOME: Any movable or relocatable dwelling unit with a living area of less than 500 square feet or which is required to have a license plate.

(F) TRAVEL HOME PARK: A park or campground for the temporary use of travel homes, including but not limited to campers, motorhomes, pick-up truck campers, trailers and trailer coaches.

6-3-2 BUILDING AND OCCUPANCY PERMITS FOR FACTORY-BUILT STRUCTURES.

(A) It shall be unlawful to erect, move or place any manufactured home or other factory-built housing or structure, other than travel homes, within, on or onto any site, lot or tract, including a manufactured home park space without first obtaining a building permit.

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

(1) Manufactured homes or factory-built housing set up within a lawful manufactured home park: \$200 building permit fee. No plan check fee. (Ord 2-2019)

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

(C) No building permit shall be issued unless the following criteria are met:

(1) The manufactured home or factory-built structure meets either the Town's Building, Plumbing, Electrical and other Codes and Regulations, or

(a) It is to be used for a residence and for manufactured homes manufactured after June 15, 1976, - meets the requirements of the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC 1501, et seq.) and regulations promulgated thereunder;

(b) It is to be used for a residence and for mobile homes manufactured prior to June 15, 1976, and after the effective date of the Colorado Housing Act of 1970 (C.R.S., 24-32-701, et seq., as amended), - complies with the requirements of said Act, and all rules and regulations promulgated thereunder;

(c) For factory-built storage and outbuildings with less than 250 square feet of floor area,- they are to be assembled and erected in accordance with the manufacturer's minimum requirements;

(d) It is to be used for a residence and for factory-built homes meets the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14

(2) Any foundation, and all electrical and plumbing interconnections shall comply with applicable requirements of the Town's Building, Plumbing and Electrical Codes.

(3) Except for a manufactured home located in a manufactured home park for less than ninety (90) days, or one which is located upon a full foundation constructed in compliance with the building code requirements, each manufactured home shall have skirting installed around the entire lower perimeter of the home completely enclosing all water and sewer connections. Such skirting shall meet Town standard specifications.

(4) (a) Except for manufactured homes erected on a foundation, complying with the requirements of the Building Code, all manufactured homes located within the Town shall be adequately blocked and supported with sufficient number of footings, which, at a minimum, conform with the manufacturer's recommendations for such manufactured home. Footings and foundations, unless otherwise specifically provided, shall be constructed of materials specified by the Building Code for the intended use and in all cases shall extend below the frost line. Footings of concrete and masonry shall be of solid material. Foundations supporting untreated wood shall

extend at least six (6) inches above the adjacent finished grade. Footings shall have a minimum depth below finished grade of twelve (12) inches unless a greater depth is recommended by a foundation investigation.

Piers and bearing walls shall be supported on masonry or concrete foundations or piles or other approved foundation systems which shall be of sufficient capacity to support all loads.

(b) Manufactured homes to be set up in a manufactured home park may be set up as follows in lieu of the requirements of Paragraph (a).

(i) The manufactured home shall be set up so that there is a minimum eighteen inches (18") high area for access to the water and sewer connections measured from the bottom of the wood frame to the ground or pad.

(ii) The support areas shall consist of a poured concrete or leveled gravel base.

(iii) The manufactured home shall be set upon supports along both sides no more than eight feet (8') apart, center to center, or as per manufacturer's specifications. Each support shall consist of two four inch by eight inch by sixteen inch (4" x 8" x 16") concrete pad blocks, topped by additional concrete blocks placed with their long dimensions running perpendicular to the long dimensions of the pad blocks. Pad blocks are not required if the supports rest upon a concrete slab. The top of each support shall be capped by a two inch by eight inch by sixteen inch (2" x 8" x 16") wood block, and wedges shall be used to insure a tight set up. Alternate supports may be approved pursuant to Town's Building Regulations.

(iv) The sewer connection shall be grouted and sealed.

(v) The site shall be graded to direct drainage away from the manufactured home.

(vi) That portion of the water supply line subject to flexing shall be copper or polybutylene. That portion subject to freezing shall be wrapped with heat tape or otherwise frost proofed.

(vii) All applicable requirements of this Section, Town Zoning Regulations, Flood Plain Management Regulations and other Town ordinances and regulations shall be met.

(D) It shall be unlawful to use or occupy a manufactured home, or factory-built structure (other than a travel home) until an Occupancy Permit has been issued by the Building Inspector following his inspection to determine compliance with the requirements of this Section 3 and other applicable Town Building and Zoning Ordinances and Regulations.

(E) Except as modified in this Section 6-3-2(E), all factory-built structures are subject to applicable provisions of Town building, electrical and plumbing codes, including provisions applicable to maintenance, additions, repairs, alterations, and permits therefore. Provided, however, repairs to structures built pursuant to the regulations described in Paragraph 6-3-2(C)(1)(a) may be made in compliance with such regulations. (Ord 19-1999)

6-3-3 NONCONFORMING MANUFACTURED HOMES AND STRUCTURES.

Any manufactured home or other factory-built housing or structure which, at the effective date of this Section, or at the time of annexation, if annexed, subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with previously applicable County or Town

regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained or used but shall not be enlarged, modified, repaired or replaced except in conformity with this Section. Any manufactured home or other factory-built housing or structure which was previously unlawful or illegal under previously applicable regulations shall remain unlawful or illegal and subject to abatement or other enforcement action.

6-3-4 ADMINISTRATION AND ENFORCEMENT.

- (A) The Building Official shall administer and enforce this Section.
- (B) It shall be unlawful for any person to violate any provision of this Section.
- (C) Any person convicted of a violation of any of the provisions of this Section shall be punished by a fine of not more than \$300. Each day during which any violation is committed or permitted to continue shall be considered to constitute a separate offense. (Ord 1-2017)
- (D) Any violation of the provisions of this Section is hereby declared to be a nuisance and may be abated in accordance with law.
- (E) In addition to any other remedies the Town may have, it may maintain an action in a court of competent jurisdiction to enjoin any violation of or compel compliance with any provision of this Section.
- (F) The Town may refuse to issue any permits required by Town ordinance or grant water or sewer taps if the applicant is in violation of any of the provisions of this Section.

CHAPTER 6**SECTION 6****Residential Design Standards****Subsections:**

- 6-6-1 Legislative Declaration.
- 6-6-2 Applicability.
- 6-6-3 Exceptions.
- 6-6-4 Development Standards.
- 6-6-5 Architectural Standards.
- 6-6-6 Deviations.
- 6-6-7 Enforcement and Administration.

6-6-1 LEGISLATIVE DECLARATION.

Ridgway is defined in part by architecture and neighborhoods that vary in age and character. A goal of the Town's Master Plan is to create a well-integrated community that meets the needs of residents of various income levels, ages and stages of family life cycles. One way of achieving this is to encourage a mix of housing types and densities, rather than segregating them into separate districts. In accomplishing this, it is acknowledged that the visual appearance of a property affects more than just the property involved. New and altered structures impact the surrounding neighborhood both in character and property value. These standards have been adopted to encourage a mix of housing types, while helping to ensure that this will not be detrimental to the character of the neighborhoods or to property values in general.

6-6-2 APPLICABILITY.

(A) Unless otherwise excepted, the regulations set out in this Section 6-6 shall apply to:

- (1) Construction of any residential building, including without limitation construction of Single Family, Duplex, Townhouse, Triplex, Fourplex, Cluster Housing, Co-Housing, Multiple Family structures, and Accessory Dwelling Units;
- (2) New residential subdivisions;
- (3) Major additions or renovations to an existing residential structure;
- (4) Structures that contain only residential uses that are included as part of a mixed-use development.

(B) Once subjected to these requirements, all residential development and appurtenant sites shall thereafter be maintained in conformity with these requirements.

6-6-3 EXCEPTIONS.

These regulations shall not be applicable to manufactured homes, as defined in Subsection 7-3-2 and subject to supplemental standards in Subsection 7-3-18(K).

6-6-4 DEVELOPMENT STANDARDS.

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(A) Foundations:

- (1) The foundation must enclose the space beneath the perimeter of the structure. Foundations may be constructed of masonry or concrete.
- (2) Perimeter foundations and all supports under the structure must meet the frost depth as required in subsection 6-1.
- (3) All foundations and interior supports shall be poured on undisturbed or compacted soil.
- (4) All portions of foundations that are above the adjacent finished grade by more than 6 inches shall be finished using the same siding materials as the dwelling or complementary materials such as stucco, stone or brick. Cosmetically equivalent split faced block or other block with design finish or other materials may be allowed with prior approval of the Town.
- (5) Unfinished masonry blocks, plywood, other materials or earth backfill that exceeds a grade of 2 foot horizontal for each 1 foot of raise are not permitted.
- (6) Exceptions to the above standards may be allowed where foundations must be stepped to address a slope in the natural grade of the site. However, such deviations to these standards shall be kept to the minimum required to address the specific site condition.

(B) Exterior Siding:

- (1) Exterior siding shall be made of non-reflective metal or vinyl lap, wood, simulated wood grain products, painted or colored stucco, brick, stone, or any combination of these materials, or other cosmetically equivalent materials with prior approval of the Town.
- (2) Materials intended to be painted or finished in any manner, such as wood products or stucco, shall not be accepted until painted or finished.

(C) Roof Structure:

- (1) Provide varied roof forms or roof forms that are compatible with those used on adjacent homes.
- (2) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the façade on which they are located. Flatter roofs are permitted only if any equipment on the roof is screened from view from each street on which the lot fronts, and from abutting lots, provided, however, that screening that would interfere with the efficient operation of rooftop solar equipment shall not be required.
- (3) A-frame designs are not permitted.
- (4) Mansard roofs are only permitted if the base of the roof is above the second story of the structure.

(D) Sidewalks:

Sidewalks shall be installed in accordance with Town specifications along the adjoining street frontages prior to issuance of a Certificate of Occupancy unless the Town allows execution of a recordable covenant to participate in an assessment district, in cases where immediate construction is not practical.

(E) Mechanical Equipment:

- (1) Propane storage tanks shall not be placed in the front or street side yard unless placed underground. Propane tank placement must also meet applicable code requirements, which in most cases require that the tank be no less than ten feet from any property line and ten feet from any building.
- (2) Swamp coolers, AC units, heat pumps and other mechanical equipment shall not be placed in the front yard. When placed in the street side yard, mechanical equipment should be screened from view from the street using landscaping, walls or fences which are complimentary to the building design.

(F) Street Address Number:

Each residence shall display the street address number in a location that is easily visible from the street with each character not less than 4 inches nor more than 8 inches in height.

(G) Landscaping:

In addition to the requirements of Subsection 6-1-11, the site shall be landscaped to meet the following minimum standards:

- (1) Trees: A minimum of one tree per 2000 square feet of gross lot area shall be provided in all zones except Historic Business. Trees shall have a minimum caliper of 1 ½ inch for deciduous trees and a five-foot minimum height for evergreens.
- (2) In residential zoning districts, trees and shrubs may be placed in any landscape configuration and arranged to compliment the structure. However, of the required trees, a minimum of one tree shall be located in the front yard for each 25 foot of street and on corner lots, one tree shall be located in the street side yard for each 50 foot of street side yard frontage. Landscape elements shall not be located where, at mature size, they will block vehicular sight lines at corners or to public roadways. Where possible, trees should be located in such a way, or be a type, that they will not infringe on solar access and view of the adjoining properties.
- (3) Shrubs: The front and street side yard shall include a minimum of one shrub (5-gallon size) per 10 feet of front and side street frontage.
- (4) In the case of fractional requirements for the number of trees and shrubs, the number required shall be rounded to the nearest whole number.
- (5) Groundcover: Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum. A minimum of 50% of the front and street side yard shall be covered with live vegetation. The remaining area can be vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. River rock, stone or cobbles, if used, shall not exceed 10% of the front or street side yard area. (Driveway area of minimum length and width to provide access and parking shall not be included in the 10% calculation of stone or rock covered area).

(H) Additions to Existing or New Homes:

Any additions or exterior remodeling shall respect the architectural character, detailing, lines and proportions of the existing structure. Additions shall be so integrated into the existing structure that they are difficult to identify as being added and shall appear to have been a part of the original design of the structure. A "face lift" on the existing building may be used in accomplishing this result. Attached or detached garages, carports, patio covers or walls should be designed in the same architectural style as the main structure and be built of similar or compatible materials.

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6-6-5 ARCHITECTURAL STANDARDS.

- (A) The design of all new residential development and major additions shall meet each of the following architectural design objectives. Corner lots shall meet these objectives on both the front and side street elevations.
- (1) Provide relief and contrast to the building's front and side street elevations incorporating solids and voids to break up plain wall surfaces.
 - (2) Provide variation of building mass and height, responding to the existing development context and adjacent zoning districts.
 - (3) Garage doors shall not dominate the front elevation.
 - (4) No two detached Single family dwellings, Duplex dwelling structures, Townhome, Triplex dwelling structures, or Fourplex dwelling structures of substantially similar elevations shall be located adjacent to each other.
- (B) The Town Manager or his/her designee shall promulgate design guidelines to provide assistance in meeting these requirements.

6-6-6 DEVIATIONS.

- (A) The Planning and Zoning Commission may approve deviations from one or more of the requirements of this Section 6-6 on the basis of finding that:
- (1) The proposed structure will be compatible and harmonious with structures in the immediate vicinity; and either
 - (2) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards; or
 - (3) The proposed structure(s) support(s) the expansion of workforce housing options within the Town of Ridgway.
- (B) Requests for deviations shall be reviewed pursuant to the procedures of Subsection 7-3-23 of the Ridgway Municipal Code, subject to the fees set in Subsection 7-3-25.

6-6-7 ENFORCEMENT AND ADMINISTRATION.

- (A) The Town Manager or his/her designee shall be responsible for the interpretation, administration and enforcement of the provisions of these regulations, as amended, and of any decisions entered by the Planning and Zoning Commission, Board of Adjustment or Town Council, pursuant to such section.
- (B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these regulations and any decision issued pursuant hereto.
- (C) Whenever necessary to make an inspection to enforce any of the provisions of these regulations or any provision of a decision entered, pursuant to this Subsection, or whenever there is reasonable cause to believe that a violation of any provision of these regulations or of any decision issued pursuant to this Subsection exists, the Marshal, Town Manager, or their authorized representative shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform

any other duty imposed by this Subsection. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premise if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

- (D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these regulations or of the terms of any decision entered pursuant to this Subsection. In the alternative, the Town may issue an administrative citation under Section 2-4 of the Ridgway Municipal Code.
- (E) It shall be unlawful to violate any of the provisions of these regulations, or the terms of any decision entered pursuant to this Subsection. Any person convicted of such a violation may be punished by a fine of up to three hundred (\$300) dollars. Each day any violations continues shall constitute a separate violation.
- (F) Continuing violations of this Subsection, or the terms of any decision issued pursuant to this Subsection, are hereby declared to be a nuisance and may be abated in any lawful manner.
- (G) In addition to the fees contained in this Chapter 6, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

CHAPTER 7

SECTION 3

Zoning Regulations

Subsections:

- 7-3-1 General Provisions.
- 7-3-2 Definitions.
- 7-3-3 Zoning Map.
- 7-3-4 Residential Districts.
- 7-3-5 "R" Low Density Residential District.
- 7-3-6 "HR" Historic Residential District.
- 7-3-7 "MR" Mixed Residential.
- 7-3-8 "FD" Future Development District.
- 7-3-9 "HB" Historic Business District.
- 7-3-10 "DS" Downtown Service District.
- 7-3-11 "GC" General Commercial District.
- 7-3-12 "I-1" Light Industrial - 1 District.
- 7-3-13 "I-2" Light Industrial - 2 District.
- 7-3-14 Uncompahgre River Overlay District.
- 7-3-15 Dimensional & Off-Street Parking Requirements.
- 7-3-16 Planned Unit Development (PUD).
- 7-3-17 Sign Regulations.
- 7-3-18 Supplemental Regulations.
- 7-3-19 Conditional Uses.
- 7-3-20 Nonconforming Uses.
- 7-3-21 Variances and Appeals.
- 7-3-22 Amendments and Additions to the Official Zoning Map and Zoning Regulations.
- 7-3-23 Review Procedure.
- 7-3-24 Enforcement and Administration.
- 7-3-25 Fees and Costs.

7-3-1 GENERAL PROVISIONS.

- (A) This Section, as amended from time to time, together with the Official Zoning Map as adopted by Section 6 of Ordinance No. 2 (Series 1993), as amended from time to time, may be cited as the Town's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare.
- (C) Whenever there is any conflict between these Regulations and any other Ordinance, code provision, regulation or law, the more restrictive or higher standard shall apply.
- (D) These regulations and the Official Zoning Map shall constitute a part of the Town's Comprehensive Master Plan. These regulations are enforceable in accordance with Section 7-3-23, however, the Master Plan is advisory in nature.

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7-3-2 DEFINITIONS.

The following words and terms shall be defined as follows for the purposes of these Zoning Regulations:

ACCESSORY USE: A use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the permitted use. Home occupations which meet the criteria set out in Subsection 7-3-18(A), including daycare facilities with 8 or fewer children, shall be considered an accessory use to a residence in all districts.

ART AND CRAFT STUDIO: The workshop of an artist, sculptor, photographer, craftsperson, furniture maker, glass blower, potter or cabinet maker primarily used for on-site production of unique custom goods by hand manufacturing involving the use of hand tools and small-scale equipment, which may include an accessory gallery. The primary use of art and craft studios is the retail sale of the custom goods as produced on-site, as evidenced through allocation of customer floor area or gross sales receipts of the business.

BOARDING OR ROOMING HOUSE: A building or portion thereof which is used to accommodate, for compensation, one or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. "Compensation" includes compensation in money, services or other things of value.

BUILDING LINE: A line parallel to a property line beyond which no exposed portion of a building extends. The first three feet of unroofed terraces or patios, sills, cornices and chimneys; temporary awnings; free standing walls, rails or fences; the first one foot of a roof eave; and the first four feet of an open fire escape; need not be considered in determining the building line.

DORMITORY: A building used as group living quarters for students or religious adherents as an accessory use for a bona fide college, university, boarding school, seminary, convent, monastery or other similar institutional use.

DWELLING: A building or portion of a building that is designed or used exclusively as the living quarters for one or more families, and that complies with all applicable building and safety codes. This definition includes factory-built housing that does not meet the definition of a manufactured home, provided the structure meets all applicable building and safety codes and is mounted on a permanent structure and connected to all required utilities.

DWELLING, CLUSTER DEVELOPMENT: A development type that concentrates single-family, duplex, or townhouse dwellings (in groups of two) on smaller lots than would otherwise be allowed in the zone district in return for the preservation of sensitive natural areas, agricultural or ranch land, trail or recreational easements, and/or common open space within the same site, on a separate lot, or in an easement.

DWELLING, CO-HOUSING DEVELOPMENT: A residential development that does not meet the definition of a Group Home, that includes a group of individual dwelling units of varying sizes, the largest containing less than 1,500 square feet of floor area, that are not constructed on a frame or capable of being transported on their own wheels, and in which individual units may or may not have partial or complete kitchens. The development must include one or more community building(s) with a community kitchen and dining room intended for communal use on a regular basis, and in which most or all residents generally agree to share in the provision of regular communal services such as cooking meals or providing child care.

DWELLING, DUPLEX: A single structure, located on a single lot, containing two dwelling units, neither of which meets the definition of a townhouse dwelling or an accessory dwelling unit.



Sample duplex dwelling

DWELLING, FOURPLEX: A single structure, located on a single lot, containing four dwelling units, none of which meets the definition of a townhouse dwelling unit or an accessory dwelling unit.



Sample fourplex dwelling

DWELLING, LIVE/WORK: A structure containing an integrated living and working space that is intended to function predominantly as business workspace with residential use area occupied by the business owner or operator. The unit typically has a store-front, with the workspace, public display area, or showroom on the ground floor of the unit and the majority of the residence area is located either on the upper floor if there are two floors, or the back of the unit if there is only one floor.



Sample multiple family dwelling

DWELLING, MULTIPLE FAMILY: Five or more dwelling units, within a single building and located on a single lot, including apartments and condominiums. This definition also includes any number of dwelling units located within a single building that contains a non-residential primary use on the ground floor of the building, and that does not meet the definition of employee housing.



Sample single family detached dwelling

DWELLING, SINGLE FAMILY DETACHED: A dwelling unit, located on a separate lot or tract that has no physical attachment to any other building containing a dwelling unit located on any other lot or tract, and that does not meet the definition of a manufactured home.

DWELLING, TOWNHOUSE: A single family dwelling at least two stories in height that is attached to at least one other single family dwelling at least two stories in height by an unpenetrated vertical wall running from ground level or below ground level to at least the top of the highest floor designed for human occupancy, and that has a pedestrian entrance leading directly from the ground floor of the dwelling unit to a street fronting the lot on which the dwelling unit is located. Individual townhouse dwellings may be located on separate lots, or a group of two or more townhouse dwellings may be located on a single lot.



Sample townhouse dwelling

DWELLING, TRIPLEX: A single structure, located on a single lot, containing three dwelling units, none of which meets the definition of a townhouse dwelling unit or an accessory dwelling unit.



Sample triplex dwelling

DWELLING UNIT: An area in a building containing cooking,

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living and sanitary facilities designed for use and used by a single family for residential purposes, including related accessory structures. The term dwelling shall not include hotels, motels, homeless shelters, boarding and rooming houses, dormitories, seasonal overflow shelters, tents, or other structures designed or used primarily for temporary occupancy.

DWELLING UNIT, ACCESSORY: A dwelling unit located within, attached to, or detached from the principal dwelling, that contains no more than 800 square feet of gross floor area, the use of which is associated with and subordinate to the principal dwelling and that is located upon the same lot as the principal dwelling.

EMPLOYEE HOUSING: A dwelling unit that contains no more than 450 square feet of gross floor area, located within the same structure as a non-residential use and above or behind the non-residential use, in which the use of the dwelling units is secondary and subordinate to the non-residential use and restricted for occupancy only by the employees of the non-residential use.

FACTORY-BUILT HOUSING: Any structure, or component of a structure, designed primarily for residential occupancy, either permanent or temporary, that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, and that does not meet the definition of a manufactured home. Factory-built housing shall either comply with the Town's adopted building codes or the Colorado Division of Housing adopted Building Codes for Modular Homes, as set forth in CDOH Rule 2, Codes and Standards, at 8 CCR 1302-14.

FAMILY: One or more individuals occupying a single dwelling unit and living as a single housekeeping unit with a maximum of eight adults. This includes groups of eight or fewer persons whose right to live together is protected by the federal Fair Housing Amendments Act.

GAS STATION: Any building or lot having facilities for the sale of gasoline and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

GOVERNMENT BUILDINGS AND FACILITIES: Any building or facility owned and operated by the United States of America, the State of Colorado, the Town of Ridgway, or any agency or political subdivision thereof.

GROSS FLOOR AREA: The heated area of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas.

GROUP HOME: One or more dwelling units in which more than eight unrelated individuals or related and unrelated individuals live, where physical assistance and/or supervision, care or treatment is provided by resident and/or nonresident professional support personnel as a continual benefit. This definition does not include a hotel, motel, boarding or rooming house, facility housing juvenile or adult offenders, or a facility for persons with drug or alcohol addictions that are not in a treatment program, but includes any group of eight or more persons whose right to live together is protected by the federal Fair Housing Amendments Act. Group home shall include state licensed personal care and alternative care personnel.

HIGH-WATER MARK: The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and vegetation.

HOME OCCUPATION: Any commercial activity, whether for profit or nonprofit, conducted within a

dwelling unit.

HOMEOWNERS ASSOCIATION: Any entity, whether corporation, partnership, nonprofit, unincorporated association, or other entity existing for the purpose of maintaining commonly owned facilities and/or enforcing private protective covenants whose members or shareholders are the property owners involved.

HOTELS AND MOTELS: Any building or portion thereof containing six or more guest rooms used, designed to be used, let or hired out for occupancy by persons on more or less a temporary basis.

MAJOR ADDITION: An addition to or renovation of a structure in which the total gross floor area of the proposed addition or renovation area is fifty (50) percent or more of the total gross floor area of the existing structure before addition or renovation.

MANUFACTURED HOME: A factory-built structure that is built on a permanent chassis, is designed and constructed to permit lawful long-term occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended (commonly referred to as the "HUD Code.)."

MANUFACTURED HOME PARK: A single site, parcel, or lot operated and used for the location of two or more manufactured homes intended for use as residences.

NONCONFORMING USE: A use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

PLANNING COMMISSION: The Planning and Zoning Commission of the Town.

PUBLIC UTILITY SERVICE FACILITIES: Transmission and distribution facilities for natural gas, electricity, water, sewer, drainage, telephone, and cable television necessary to provide service to customers located in the various districts of the Town, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

SETBACK: The perpendicular distance between a property line and the building line.

SHORT TERM RENTAL: Rental of all or a portion of a residential dwelling unit for periods of less than 31 days. This definition of short term rentals excludes hotels, motels, lodges, and bed and breakfasts.

TRAVEL HOME AND TRAVEL HOME PARK: Travel Home and Travel Home Park are defined as defined in Section 6-3.

USE: The activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

USE BY RIGHT: A use which is permitted or allowed in the district involved, without review, and complies with the provisions of these Zoning Regulations and other applicable Town ordinances and regulations.

WORKFORCE HOUSING: Housing that is available for purchase or rent on terms that are affordable to households earning between 80 percent and 120 percent of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD) and published annually for the County. The cost of *for sale* workforce housing (including principal, interest, taxes, insurance, utilities, and

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homeowners' association fees) or *for rent* workforce housing (including rent and utilities) does not exceed 30 percent of those households' gross annual incomes.

7-3-3 ZONING MAP.

- (A) The 1993 Revised Zoning Map of the Town, as such may be amended from time to time, may be known or cited as the "Official Zoning Map" of the Town.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the Town Clerk's office available for public inspection. Periodically, copies of the Official Zoning Map, as amended, may be reproduced and made available to the public.
- (C) The regulations for the various districts provided for in this Section shall apply within the boundaries of each such district as indicated on the Official Zoning Map. The district boundaries, as shown on the Official Zoning Map, shall be construed to follow the center lines of streets, to follow platted lot lines or the lines of undivided parcels of property, or to follow the Town limits, whenever a boundary is shown as approximately in the vicinity of such lines. Distances may be determined by the scale of the map.

7-3-4 RESIDENTIAL DISTRICTS.

The residential districts described in Sections 7-3-5 thru 7-3-8 are established to support a diversity of housing options; to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences. Dimensional requirements are set out in Section 7-3-15. All residential development in these districts must comply with residential design standards in Section 6-6.

7-3-5 "R" LOW DENSITY RESIDENTIAL DISTRICT.

- (A) Intent: The "R" Low Density District is intended to accommodate low to moderate density development for single family detached dwellings, as well as a mix of other housing types and other compatible land uses where supported by the Master Plan. Environmental protection is provided by allowing cluster development to preserve environmentally sensitive lands, maintain common open space, and to provide recreational opportunities for residents.
- (B) Uses by Right:
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (2) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (3) Townhouse dwellings in structures containing no more than two dwelling units.
 - (4) Public utility service facilities.
 - (5) Government buildings and facilities.
 - (6) Parks and recreation facilities, including community gardens, gardens, owned or operated by a property owner's association or organized civic organization.

- (7) Accessory uses.
- (8) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
- (9) Cluster development dwellings.
- (10) Home occupation in compliance with 7-3-18(A).
- (C) Conditional Uses:
 - (1) Townhouse dwellings in structures containing more than two dwelling units, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings.
 - (2) Churches, schools, and day care facilities not otherwise allowed as an accessory use to a dwelling unit.
 - (3) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-19.
 - (4) Group homes.

7-3-6 "HR" HISTORIC RESIDENTIAL DISTRICT.

- (A) Intent: This District is intended to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium density as well as other activities which are compatible with such uses.
- (B) Uses by Right:
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (2) Townhouse dwellings in structures containing no more than four dwelling units.
 - (3) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (4) Triplex dwellings.
 - (5) Fourplex dwellings.
 - (6) Public utility service facilities.
 - (7) Government buildings and facilities.
 - (8) Parks and recreation facilities, including community gardens, owned or operated by a property owners association or civic organization.
 - (9) Manufactured homes on individual lots that comply with Subsection 7-3-18(K).
 - (10) Accessory uses.
 - (11) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
 - (12) Home occupation in compliance with 7-3-18(A).
- (C) Conditional Uses:
 - (1) Townhouse dwelling units in structures containing more than four dwelling units.

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- (2) Co-housing development dwellings.
- (3) Multiple family dwellings.
- (4) Group homes.
- (5) Churches, schools, day care facilities not otherwise allowed as an accessory use to a residence.
- (6) Community centers.
- (7) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-19.

7-3-7 "MR" MIXED RESIDENTIAL.

- (A) Intent: This District provides opportunities for a diverse mix of housing options at higher densities, as well as supporting services and other compatible uses that help meet the needs of area residents. Uses should be organized in compact, pedestrian- and bicycle-friendly manner and be responsive to the scale and intensity of development in adjacent zoning districts.
- (B) Uses by Right:
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (2) Townhouse dwellings.
 - (3) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (4) Triplex dwellings.
 - (5) Fourplex dwellings.
 - (6) Co-housing development dwellings.
 - (7) Cluster development dwellings.
 - (8) Multiple family dwellings.
 - (9) Group Homes.
 - (10) Public utility service facilities.
 - (11) Parks and recreation facilities.
 - (12) Government buildings and facilities.
 - (13) Accessory uses.
 - (14) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
 - (15) Home occupation in compliance with 7-3-18(A).
- (C) Conditional Uses:
 - (1) Retail stores.
 - (2) Restaurants and taverns.

- (3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.
- (4) Schools and day care facilities not allowed as an accessory use to a residence.
- (5) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-19.
- (6) Nursing homes for the aged, invalid, ill, or mentally impaired.
- (7) Buildings with a gross floor area greater than 10,000 square feet.

(D) Performance and Design Standards:

In addition to the Residential Design Standards in Section 6-6, the following standards shall apply:

- (1) Developments must address storm water drainage and to employ a storm water drainage plan that does not discharge to the Town streets or storm water infrastructure if available, an amount greater than historic flows have discharged to public infrastructure.
- (2) A mix and variety of housing types and unit sizes must be incorporated to the maximum extent feasible based on the size of the development, adjacent development context, and other site considerations.
- (3) Parks, open spaces or common areas must be incorporated into the development.
- (4) Parking shall be sited to provide the least visual impact from public rights of way and shall not dominate the frontage of pedestrian-oriented streets. Site parking shall include bike racks and areas for parking strollers and other nonmotorized vehicles near the main entrance to the primary building(s) and shall have a logical connection to on-site non-motorized access routes.
- (5) Parking areas, outside trash receptacles, large utility boxes, open storage areas, mechanical systems and other unattractive views shall be screened from the street and public right of way. Screening of utility boxes, trash enclosures, and similar uses shall be around all sides except for those required for access, which will be screened with a gate on the access side.
- (6) Buildings containing more than 25,000 square feet of gross floor area are not permitted.

7-3-8 "FD" FUTURE DEVELOPMENT DISTRICT.

- (A) Intent: This District is intended to include lands held in reserve to meet future growth needs of the community. Uses include very low density single family detached dwellings and agriculture.
- (B) Uses by Right:
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (2) Agriculture.
 - (3) Public utility service facilities.
 - (4) Accessory uses.
 - (5) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
 - (6) Home occupation in compliance with 7-3-18(A).

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(C) Conditional Uses:

(1) Gravel Extraction.

7-3-9 "HB" HISTORIC BUSINESS DISTRICT.

(A) Intent: This District encompasses the historic commercial core of Town. Intended uses include a mix of retail, restaurants, office, lodging, residential, service, institutional and other uses that are compatible with the historic character of the Town Core and contribute to vibrant, pedestrian-friendly atmosphere. All residential development must comply with residential design standards in Section 6-6. Where short term rentals are permitted, they must comply with Subsection 7-3-18.

(B) Uses by Right:

(1) Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings in compliance with 7-3-18(I).

(2) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.

(3) Multiple family dwellings and short term rental of those dwellings in compliance with 7-3-18(I).

(4) Live/work dwellings.

(5) Group homes.

(6) Retail stores, business and professional offices and service establishments which cater to the general public, excluding day care facilities.

(7) Libraries, museums and depots.

(8) Public utility service facilities.

(9) Government buildings and facilities.

(10) Private and fraternal clubs.

(11) Indoor theaters.

(12) Restaurants and taverns.

(13) Churches, Sunday schools and community centers, schools, parks and playgrounds.

(14) Hotels, motels, lodges, and other types of short term accommodations for vacations, tourists, business visitors and the like.

(15) Parking facilities, funeral homes, commercial garages.

(16) Accessory uses.

(17) Arts and craft studios.

(18) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).

(19) Home occupation in compliance with 7-3-18(A).

(C) Conditional Uses:

- (1) Light Manufacturing.
 - (2) Any use not prohibited by Subsection (D) which is consistent with the intent expressed in Subsection (A).
 - (3) The outside storage of equipment inventory or supplies, accessory to a business occupying a building on the premises, subject to conditions imposed pursuant to Section 7-3-19 and 7-3-23(G), which may include time limitations and limitations appropriate to lessen the impact on other property, including screening. Written Notice of the Hearing pursuant to Section 7-3-23 shall be provided by the applicant to all owners of property located within 100 feet of the affected property.
 - (4) Buildings with a gross floor area greater than 7,500 square feet.
- (D) The following uses are not to be construed as a "Use by Right" or a "Conditional Use" in the "HB" District.
- (1) Drive in restaurants, drive in theaters, or any other retail stores and service establishments with drive-through facilities.
 - (2) Above ground storage of hazardous fuels.
 - (3) Heavy manufacturing and industrial uses.
 - (4) Gas stations.
 - (5) Farm implement, manufactured home, automobile and other vehicle sales or service establishments.
 - (6) Automobile body shops.
 - (7) Machine and welding shops.
 - (8) Boarding and Rooming House(s).
 - (9) Dormitory.
- (E) Performance Standards:
- (1) No use shall be established, maintained or conducted in any "HB" Historic Business District that will result in any public or private nuisance.
 - (2) No equipment, inventory, or supplies may be stored outside, except as authorized pursuant to Subsection 7-3-9(C)(3).
 - (3) All manufacturing and industrial activities must take place inside with no noise, smoke, dust or light observable off of the premises.
 - (4) Parking
 - (a) Residential uses must provide off-street parking as required by Subsection 7-3-15(C)(1)(a) and Subsection 7-3-15(C)(1)(r).
 - (b) All non-residential uses must provide a minimum of one off-street parking space per 1650 square feet of gross floor area. Partial spaces will be rounded up to the next whole number of required parking spaces. If the structure contains both residential and non-residential uses, calculation of the gross floor area shall not include the residential area(s) for purposes

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of determining off-street parking pursuant to this paragraph. Also excluded from this calculation are enclosed parking and outdoor common areas. Parking spaces will be accessed only from an alley. The first three spaces must be provided on-site.

- (c) In cases where mixed residential and non-residential uses occur within the same property, the residential parking requirements of Subsection (a) shall be in addition to the non-residential parking space requirement set forth in Subsection (b).
 - (d) In lieu of non-residential off-street parking requirements in excess of three spaces and pursuant to Subsection (b) above, a money payment of \$3,000 per space may be paid to the Town, which money shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District.
- (5) Buildings containing more than 15,000 square feet of gross floor area shall not be allowed.

7-3-10 "DS" DOWNTOWN SERVICE DISTRICT.

- (A) Intent: The Downtown Service District is not intended to compete with the Historic Business District or the General Commercial District, but rather intended to provide some flexibility in use for existing residences located on or within 100 feet of Highway 62, west of Laura Street as depicted upon the Town Comprehensive Plan Land Use Map. The flexibility in use is intended to mitigate the impact of increasing traffic upon the highway upon residences, by allowing for limited business use of the properties. The Downtown Service District is further intended to provide an effective transition between the General Commercial and Historic Business Districts and nearby residential neighborhoods along and near the Highway without creating an undue, adverse impact on these areas. Establishments and structures within the Downtown Service District are intended to appear “residential” as opposed to simply providing a visual extension of the commercial and business districts. Toward this objective, some service-oriented businesses are allowed within the Downtown Service District, as conditional uses, and with performance criteria that speak to appearance, signage and parking. These businesses may have limited and ancillary retail use. Home occupation of these business uses is permissible in accordance with Section 7-3-18(A). Auto intensive uses such as gas stations, drive-through businesses, convenience stores and similar uses that generate high traffic of items or require large parking areas are not permitted. All residential development in these districts must comply with residential design standards in Section 6-6.
- (B) Uses by Right:
 - (1) Single family detached dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (2) Townhouse dwellings.
 - (3) Duplex dwellings and short term rental of the dwelling in compliance with 7-3-18(I).
 - (4) Triplex Dwellings.
 - (5) Fourplex Dwellings.
 - (6) Public utility service facilities.
 - (7) Government buildings and facilities.
 - (8) Parks and recreation facilities owned or operated by a homeowners association.

- (9) Accessory dwelling units that meet the criteria of Subsection 7-3-18(G).
 - (10) Live/work dwellings.
 - (11) Home occupation in compliance with 7-3-18(A).
- (C) Conditional Uses:
- (1) Professional offices and service businesses that do not require outside storage, intensive vehicular access or present nuisance concerns to surrounding residential neighborhoods, including offices for doctors, dentists, chiropractors, lawyers, accountants, engineers, surveyors, architects, title companies, real estate companies, beauty salons, and other similar professional offices or service providers.
 - (2) Limited retail use that is ancillary to the professional offices or service businesses is allowable under the conditional use, as long as it is not a primary use of the business. For purpose of determining whether retail uses are “ancillary,” floor space allocated to retail use and /or gross receipts of retail sales may be considered.
 - (3) Bed and breakfast operations which meet the criteria of Subsection 7-3-18(F) in addition to the criteria of Section 7-3-19.
 - (4) Churches, schools, daycare facilities not allowed as an accessory use to a residence, multi-family residences and community centers.
- (D) Performance Standards for Conditional Uses:
- (1) Conditional Uses, other than churches, schools, multi-family residences and community centers, shall comply with the intent of Subsection 7-3-10(A).
 - (2) All applications for conditional uses shall be accompanied by a site plan proposal detailing, at a minimum, the following information or other information deemed necessary by the Town of Ridgway:
 - (a) Site plan showing setbacks, lot coverage, parking, vehicle and pedestrian access, landscaping, topographic features, utility locations, storage/trash receptacles and similar information.
 - (b) Building design showing building elevations (all four sides), finish materials, door and window placement and location and types of exterior lighting fixtures.
 - (c) A statement of the anticipated traffic impact on the site and on adjacent properties and roadways.
 - (3) All professional offices and service businesses allowed as a conditional use shall have no more than five employees.
 - (4) Structures must be compatible in mass and scale with nearby residences, and similar in architectural features.
 - (5) Off-street parking per Town standards is required, but businesses shall be credited with half parking space for every on-street parking space that is constructed adjacent to the business and in accordance with Town specifications. No parking shall be allowed on alley ways or on Highway 62 (Sherman Street).
 - (6) Signage shall be non-illuminated and attached to the building.

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- (7) Business hours shall be between 7:30 am and 5:30 pm.
- (8) No semi-truck traffic shall be allowed upon residential streets or alley ways.
- (9) No food services shall be allowed unless as otherwise specified herein.
- (10) No drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall be allowed in the "DS" District.

7-3-11 "GC" GENERAL COMMERCIAL DISTRICT.

Intent: This District encompasses lands along the river and Highways 550 and 62. Its purpose is to create areas for a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types are also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas. While more auto-oriented than development within the Town Core, uses in the "GC" District should be designed with the safety and convenience of pedestrians and bicyclists in mind. Where short term rentals are permitted, they must comply with Subsection 7-3-18.

(A) Uses by Right:

- (1) Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings in compliance with 7-3-18(I).
- (2) Multiple family dwellings and short term rentals of those dwellings in compliance with 7-3-18(I).
- (3) Live/work dwelling.
- (4) Group homes.
- (5) Retail stores, business and professional offices and service establishments which cater to the general public.
- (6) Libraries, museums and depots.
- (7) Public utility service facilities.
- (8) Government buildings and facilities.
- (9) Private and fraternal clubs.
- (10) Indoor theaters.
- (11) Restaurants and taverns.
- (12) Churches, Sunday schools and community centers, schools, parks and playgrounds.
- (13) Hotels, motels, lodges, and other types of short term accommodations for vacations, tourists, business visitors and the like.
- (14) Parking facilities, funeral homes, commercial garages.
- (15) Accessory uses.
- (16) Employee housing.
- (17) Home occupation in compliance with 7-3-18(A).

(B) Conditional Uses:

- (1) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.
- (2) Gas stations which comply with the following criteria:
 - (a) All fuel storage shall be located underground.
 - (b) All gasoline pumps, lubrication and service facilities shall be located at least 20 feet from any street right of way line.
 - (c) No curb cut may be any closer than 30 feet from any street intersection.
 - (d) A minimum lot frontage of 125 feet is required.
 - (e) The main building on the site shall be set back at least 40 feet from any property line.
- (3) Building materials businesses.
- (4) Farm implement, manufactured home, automobile and other vehicle sales or service establishments.
- (5) Feed storage and sales establishments.
- (6) Veterinary clinics.
- (7) Automobile body shops.
- (8) Machine and welding shops.
- (9) Warehouses or storage facilities.
- (10) Travel home parks.
- (11) Manufactured home parks.
- (12) Manufacturing and industrial uses. Typical examples include: food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.
- (13) Gravel extraction.
- (14) Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.
- (15) Campgrounds or similar facilities which (a) do not provide spaces for travel homes or recreational vehicles, (b) allow only a maximum of three nights stay, (c) allow only campground owned tepees, tents or similar structures and (d) meet all applicable requirements of state statutes and regulations for a "developed campground" including adequate restroom facilities, except as otherwise approved by the Planning Commission.
- (16) Daycare facilities which do not qualify as an accessory use to a residence.
- (17) Developments with more than 20 parking spaces shall incorporate the mitigation and site planning improvements set out in Section II.b. of the Commercial Design Guidelines adopted as part of the Town's Master Plans.

(C) Performance Standards:

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- (1) No use shall be established or maintained in the "GC" District which results in an unreasonable hazard to the community, creates a public or private nuisance, or creates unreasonable smoke, dust, noise, fumes, odors, vibrations or light observable off the premises.
- (2) Buildings containing more than 10,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings compatible with the mass and scale of buildings in the Town generally.
- (3) Buildings containing more than 25,000 square feet of gross floor area shall not be allowed.
- (4) All uses shall be required to mitigate the impacts of their operations by means of landscaping, screening, site design, fencing or other methods to assure the reasonable enjoyment of adjacent property.
- (5) All outdoor storage areas must be screened by means of fencing, landscaping or other methods.
- (6) Residential development
 - (a) Residential development shall comply with the Residential Design Standards in Section 6-6, as applicable.
 - (b) Residential development shall not be located along Arterial street frontages to preserve these locations for commercial services and other businesses that rely upon visibility from Highways 550 and 62.
 - (c) Employee housing. All employee housing units shall meet the requirements of criteria of Subsection 7-3-18(L).
- (7) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities, other than banks or pharmacies, shall not be allowed in the "GC" District.
- (8) Boarding and Rooming House(s) shall not be allowed in the "GC" District.
- (9) A Dormitory shall not be allowed in the "GC" District.

7-3-12 "I-1" LIGHT INDUSTRIAL - 1 DISTRICT.

- (A) Intent: This district is to provide areas for light industrial uses that include offices and light manufacturing and fabrication. Additionally, this district is to provide opportunities for employment and serve as a transition from adjoining residential neighborhoods. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site is to occur primarily inside buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.
- (B) Uses by Right:
 - (1) (1) Retail - Wholesale Uses:

- (a) Building supplies and material sales.
 - (b) Electronic and mechanical supplies.
 - (c) Industrial equipment sales or leasing.
 - (d) Office supplies, printing.
 - (e) Nursery sales and storage of nursery equipment, materials and supplies.
- (2) Services:
- (a) Business research and development directly related to permitted uses.
 - (b) Commercial laundries and dry cleaning.
 - (c) Computer software research and development.
 - (d) Office buildings.
 - (e) Testing laboratories and associated offices.
- (3) Manufacturing Processing and Assembly:
- (a) Data processing.
 - (b) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
 - (c) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (4) Storage:
- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district). All storage or warehouse facilities shall be accessory to a use by right.
 - (b) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (5) Other uses:
- (a) Cold storage plants.
 - (b) Electronic switching stations - telephone.
 - (c) Motion picture studios.
 - (d) Vocational school, educational, training center.
 - (e) Public utility service facilities.
 - (f) Government buildings and facilities.

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(g) Accessory uses.

(C) Conditional Uses:

(1) Retail - Wholesale Uses:

- (a) Vehicle sales or leasing.
- (b) Retail sales.
- (c) Printing and publishing facilities.

(2) Manufacturing Processing and Assembly:

- (a) Assembling or manufacturing electronic instruments and devices.
- (b) Assembly of small appliances.

(3) Storage:

- (a) Storage rental units.
- (b) Outdoor storage exceeding 200% of the principal building footprint where materials are intended for on-site wholesale or retail sales. In no case shall storage exceed 900% of the principal structure's building footprint.

(4) Other uses:

- (a) Contractor offices.
- (b) Electric power substations.
- (c) Small scale welding accessory to another allowed use.
- (d) Employee housing.

(D) Performance Standards:

- (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from adjoining property outside of the light industrial district within 100 yards of the district boundary.
- (2) Outdoor storage of supplies, machinery, equipment or products shall be screened from view from the adjacent street and properties.
- (3) Any outside storage of materials, equipment or supplies associated with a use by right or conditional use shall not exceed 200% of the total building footprint of the structure associated with that use except in the case where materials are intended for on-site wholesale or retail sales.
- (4) Landscaping within Setbacks and Street Rights-of-way - Where an industrial zoning district is adjacent to or across the street from a non-industrial use, additional landscaping shall be provided to buffer the industrial district from adjoining use. An applicant shall submit a detailed landscaping plan for locations within which the aforementioned conditions exist when the applicant makes a request for a building permit. The plan shall indicate location, type and species of all buffering vegetation. The landscaping plan shall also include the details of irrigation systems necessary for establishment and continued survival of all plantings. The Town shall review the landscaping plan to determine if it is in conformance with landscaped

buffering standards in the Ridgway Municipal Code. Unacceptable proposals will be rejected and the building permit shall be withheld until a plan providing adequate buffering is submitted and accepted by the Town.

- (5) The maximum fence height shall be 8 feet.
- (6) Maximum Building Size Without Special Review - 5,000 square feet of gross floor area. Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 5,000 square feet of building footprint.
- (7) Fencing, parking and storage is not allowed in the front or side setbacks along any street.
- (8) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the "I-1" District.
- (9) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.
 - (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
 - (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.
 - (c) Electrical Disturbance or Interference. No use shall:
 - (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
 - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
 - (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "Outdoor Lighting Regulations".
 - (e) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
 - (f) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
 - (g) Hazardous Waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively

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called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertain to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.

- (h) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

- (i) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of 10 dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
- (ii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
- (iii) Noise shall be measured on a decibel or sound level meter. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.
- (iv) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.

- (v) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.
- (k) Odor.
 - (i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.
 - (ii) No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at the outside boundary of the immediate space occupied by the enterprise generating the odor (if there is more than one enterprise in the structure) or the lot line (if the enterprise generating the odor is the only enterprise located on a lot).
- (l) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.
- (m) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.
- (n) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this Section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a twenty percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-1 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 1, except that any emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 250 feet of a residential district.
- (o) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be a confirmed by an independent traffic analysis conducted by properly qualified individuals.
- (p) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.
- (q) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.
- (r) Employee housing. All employee housing units shall meet the requirements of criteria of Subsection 7-3-18(L).

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- (s) Observations shall be made as described in the applicable subsection above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located if more than one use exist on the same site.

7-3-13 "I-2" LIGHT INDUSTRIAL - 2 DISTRICT.

- (A) Intent: This district is similar to the I-1 Light Industrial District but will allow more intensive uses. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller screened sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site may occur outside of buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.
- (B) Uses by Right:
 - (1) Retail - Wholesale Uses:
 - (a) Vehicle sales or leasing.
 - (b) Building supplies and material sales.
 - (c) Electronic and mechanical supplies.
 - (d) Industrial equipment sales or leasing.
 - (e) Agricultural equipment sales or leasing.
 - (f) Office supplies.
 - (g) Nursery sales and storage of nursery equipment, materials and supplies.
 - (2) Services:
 - (a) Business research and development directly related to permitted uses.
 - (b) Commercial laundries and dry cleaning.
 - (c) Computer software research and development.
 - (d) Office buildings.
 - (e) Testing laboratories and associated offices.
 - (f) Veterinary hospitals.
 - (g) Animal kennels or boarding facilities.
 - (3) Manufacturing Processing and Assembly:
 - (a) Assembling or manufacturing electronic instruments and devices.
 - (b) Assembly of small appliances.
 - (c) Data processing.

- (d) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
 - (e) Outdoor manufacturing, assembly or fabrication.
 - (f) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (4) Storage:
- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district).
 - (b) Outdoor storage of supplies, machinery, equipment or products.
 - (c) Storage rental units.
 - (d) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (5) Other Uses:
- (a) Carwash.
 - (b) Automotive repair shop, body shops, paint shops.
 - (c) Truck repair shop.
 - (d) Recycling of metals, paper, plastic or automotive oil.
 - (e) Cold storage plants.
 - (f) Contractor construction yards.
 - (g) Electronic switching stations - telephone.
 - (h) Motion picture studios.
 - (i) Motor or railroad freight depots.
 - (j) Welding and welding shops.
 - (k) Printing or publishing facilities.
 - (l) Vocational school, educational, training center.
 - (m) Public utility service facilities.
 - (n) Government buildings and facilities.
 - (o) Accessory uses.
- (C) Conditional Uses:

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- (1) Retail and Wholesale Uses:
 - (a) Retail sales.
- (2) Manufacturing Processing and Assembly:
 - (a) Manufacturing of products that involves use of toxic or hazardous materials or materials that are potentially detrimental because of latent explosion danger or radiation, or which endanger surrounding uses.
 - (b) Manufacturing or fabrication that requires state or federal permits of any kind and that are uses by right.
- (3) Storage:
 - (a) Storage of any materials that pose a danger to surrounding uses such as potential radiation or explosion, or for any other reason.
- (D) Performance Standards:
 - (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from an adjacent right-of-way or adjoining property outside of the light industrial district.
 - (2) The maximum fence height shall be 8 feet.
 - (3) Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site and architectural design treatments. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 12,500 square feet of building footprint.
 - (4) Street frontages and street side yards are to be fully landscaped from the curb to the building.
 - (5) Fencing, parking and storage shall not exist in front and street side yard setbacks.
 - (6) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the I-2 District.
 - (7) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.
 - (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
 - (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.

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- (c) Electrical Disturbance or Interference. No use shall:
- (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
 - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
- (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "outdoor lighting regulations."
- (e) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- (f) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- (g) Hazardous waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertaining to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.
- (h) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

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- (i) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of ten (10) dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
 - (ii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
 - (iii) Noise shall be measured on a decibel or sound level. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.
 - (iv) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.
 - (v) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.
- (k) Odor.
- (i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.
 - (ii) No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at the outside boundary of the immediate space occupied by the enterprise generating the odor (if there is more than one enterprise in the structure) or the lot line (if the enterprise generating the odor is the only enterprise located on a lot).
- (l) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.
- (m) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.
- (n) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann Chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a 20 percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-2 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 2, except that and emission that does not exceed a density or

equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 500 feet of a residential district.

- (o) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be confirmed by an independent traffic analysis conducted by properly qualified individuals.
- (p) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.
- (q) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.
- (r) Observations shall be made as described in the applicable section above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located if more than one use exist on the same site.

7-3-14 UNCOMPAGHGRE RIVER OVERLAY DISTRICT.

- (A) Purpose and Intent: The purpose of the UROD is to promote the public health, safety and welfare of the citizens of the Town of Ridgway. The Town shall use the UROD to implement goals, policies and action items in the Town of Ridgway's Land Use Plan; preserve, improve and protect the river corridor as a Town amenity; regulate buildings and structures to maximize access to the Uncompahgre River and view corridors along the Uncompahgre River; utilize design and development techniques that avoid, minimize and mitigate impacts to the natural environment; and ensure aesthetic and ecological qualities of the river corridor continue to be a community asset.
- (B) Applicability: The provisions and regulations of this Section 7-3-14 shall apply to all land within the Town of Ridgway Official Zoning Map included as part of the UROD; and as defined within these regulations. The provisions of this Section 7-3-14 shall apply in addition to the applicable requirements of the underlying zoning district, the Flood Plain Management Regulations in Ridgway Municipal Code Chapter 6-2, and other regulations of the Town. When the standards of this UROD conflict with any other provision of the Ridgway Municipal Code, the more stringent limitation or requirement shall apply. Within the UROD, all land use activity, development, redevelopment, renovation, and/or change in use requiring a building, development, or other land use permit (for the purposes of this Section of the Ridgway Municipal Code shall be defined as "Development") are subject to the provisions of this Section 7-3-14.
- (C) Uses by Right: Uses permitted by the underlying zoning district are allowed unless specifically prohibited, provided that the use complies with this Section 7-3-14, and provided any Development complies with this Section 7-3-14.
- (D) Conditional Uses: All conditional uses allowed within the underlying zoning district may be permitted upon approval in accordance with Section 7-3-19, and provided any Development complies with this Section 7-3-14.
- (E) Development between 25 and 75 feet:

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(1) Development between 25 and 75 feet from the High-Water Mark shall be reviewed in accordance with Section 7-3-14, as a conditional use. In addition to the review criteria under Section 7-3-19, the following shall also apply:

- (a) All of this Section 7-3-14.
- (b) The applicant shall provide an Ecological Characterization Study in accordance with Subsection 7-3-14(G) which concludes that any adverse impacts to the river environment with the proposed Development can be mitigated, and the applicant shall incorporate the mitigation into the development plan and construct the mitigation with the Development.
- (c) Special consideration for Development shall be given so as to not deprive reasonable use of any land within the UROD.

(F) Performance Standards:

(1) Setback: All Development must be setback a minimum of 75 feet from the High-Water Mark, unless approved as a Conditional Use as further set forth under Subsection 7-3-14 (D) and (E).

(2) Public Access:

- (a) If any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, traverses a parcel proposed for Development, the Town may require as a condition of Development approval, dedication of a bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. The preferred dedication is for a 10-foot wide bicycle/pedestrian public access trail easement. However, in reviewing the proposed site plan, the Town shall evaluate the nature and extent of the proposal and the proportionality between the proposal and the dedication and may determine that the 10-foot dedication is appropriate or may reduce the dedication based on the proportionality assessment. The Town may also take into consideration whether and to what extent there are existing easements over the subject property, which provide the same functions of the required public access trail easements. Any trail easements shall be located at, or above, the High-Water Mark or abutting a public right of way. In lieu of a trail dedication, other trail locations that provide for connectivity to existing or future trails, and are made accessible to the public through a dedicated public access easement, may be approved by the Town.
- (b) As a condition of Development approval, if any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, does not traverse a parcel proposed for Development, the Town shall not seek a dedication of bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. However, parcels within the UROD are encouraged to provide public access to the Uncompahgre River including clearly defined access points to public trail segments. "Access" refers to the provision of access from a public right-of-way to a publicly accessible trail or path and/or to the water's edge of the Uncompahgre River.

(3) Design Guidelines and Standards:

- (a) These Design Guidelines and Standards under this Subsection 7-3-14(D)(3) shall apply to all Development within the UROD, with the exception of single-family and duplex residential buildings.

(b) Site Planning:

- (i) Existing or historic drainage ways shall be accommodated with the development plan.
- (ii) Discharge of storm water directly into the river is prohibited. Use of landscaped/grassed catchment areas and similar design features shall be used for managing, controlling and filtering parking lot and site drainage.
- (iii) Outdoor common areas, seating and/or dining is recommended on the river side of the building.
- (iv) A visible and accessible public entrance from the side of the property facing the Uncompahgre River is encouraged for commercial properties that are open to the public.

(c) Parking and Loading:

- (i) Parking and loading shall be sited to provide the least visual impact from public rights-of-way, including the Uncompahgre River corridor.
- (ii) Trees shall be incorporated to provide parking lot shading. Bollard and/or street lighting shall be used to provide lighting at critical access points.
- (iii) Site parking shall include bike racks and areas for parking strollers and other non-motorized vehicles near the main entrance to the primary building(s) and should have a logical connection to on-site non-motorized access routes.

(d) Mass, Scale, Architectural Design and Materials:

- (i) Total building façade length shall be less than 50 feet in length parallel to the river.
- (ii) Buildings shall avoid monolithic shapes and surfaces by incorporating solids and voids, changes in color, pattern, texture and materials at minimum along the primary façade and the façade along the linear frontage of the river.
- (iii) Use of naturally-derived materials, such as stone, wood and innovative materials such as metal, or high-quality environmentally friendly wood-alternative decking and siding, shall be required.

(e) Screening and Buffers: All parking areas, outside trash receptacles, large utility boxes, mechanical systems and other unattractive views shall be screened with landscaping from public rights-of-way, including the Uncompahgre River corridor. Screening is not required where access is necessary but shall be screened with a gate where feasible. The purpose of screening and buffers is to promote the public health safety and welfare to conserve views along the Uncompahgre River corridor, and to improve the visual appearance along the river.

(f) Exceptions to these Design Guidelines and Standards may be pursued through the variance process pursuant to Section 7-3-21.

(G) Submittal Requirements: These submittal requirements are in addition to the underlying zoning district submittal requirements for the type of land use activity or development proposed. The following information must be completed and included in all applications for development or land use activity:

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- (1) A development plan showing compliance with the Performance Standards listed in Subsection 7-3-14(F).
- (2) Survey map including: property boundaries, the location of the High-Water Mark and 75-foot setback. In the event the identification or location of the High-Water Mark is disputed by the Town, the Town may hire a professional experienced in the identification of a High-Water Mark, to survey the High-Water Mark, and charge the cost of each survey to the Property Owner.
- (3) In addition to the above, Development applicants seeking a Conditional Use in accordance with Subsection 7-3-14(D) and (E) are required to submit an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The Ecological Characterization Study shall describe, without limitation, the following:
 - (a) The boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
 - (b) The pattern, species and location of any significant native trees and other native site vegetation;
 - (c) The pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
 - (d) The top of bank, the 25-foot setback and High-Water Mark of any perennial stream or body of water on the site;
 - (e) The wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
 - (f) Special habitat features;
 - (g) Wildlife movement corridors;
 - (h) The general ecological functions provided by the site and its features;
 - (i) Any issues regarding the timing of Development-related activities stemming from the ecological character of the area; and
 - (j) Any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor.
- (H) Exempt Uses and Activities: The following uses and activities are exempt from these regulations, including the Performance Standards of Subsection 7-3-14(F) and the Submittal Requirements of Subsection 7-3-14(G), provided plans and specifications are approved by the Town, and all local, state and federal permitting is approved.
 - (1) Public improvements essential for public health and safety, installed by, and/or approved by the Town, including but not limited to: public utility buildings, facilities, systems and accessory structures;
 - (2) Public improvements such as: pedestrian and automobile bridges, trails and recreational amenities installed by, and/or approved by the Town;

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- (3) Irrigation, drainage, flood control or water diversion structures installed by, and/or approved by the Town; and
- (4) Bank stabilization, river restoration and planting of native vegetation installed by, and/or approved by the Town.
- (5) Notwithstanding Section 7-3-20 of the Code, any Development (as defined in Section 7-3-14(B)) related to any structure within the UROD that was legally conforming prior to the date of adoption of this Section, so long as such Development does not expand the building footprint of the structure and is in compliance with all other Town regulations.

7-3-15 DIMENSIONAL & OFF-STREET PARKING REQUIREMENTS.

(A) Dimensional Requirements: Tabulated Requirements for Uses by Right.

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height (ft) ⁽⁴⁾
	Use	Width (ft) ⁽⁵⁾	Size (sf)		Front	Rear ⁽¹⁾	Side ⁽¹⁾	Max. Side on Corner Lot	
R	Single Family and Duplex	50	6,000	50	15	8	5	7.5	27
	All others	50	10,000	40	15	8	8	7.5	27
HR	Single Family and Duplex	25	3,000	60	15	8	3 ⁽⁷⁾	7.5	27
	Residential uses with three or four dwelling units	35	5,000	60	15	8	3 ⁽⁷⁾	7.5	35
	All others	70	10,000	50	15	8	5	7.5	35
MR	Single Family and Duplex	25	3,000	60	10	8	3 ⁽⁷⁾	7.5	35
	Residential uses with three or four dwelling units	35	4,000	60	10	8	3 ⁽⁷⁾	7.5	35
	All other residential and mixed uses	50	5,000	60	10	8	5	7.5	35
	Non-residential uses	N/A	N/A	70	15	8	5	7.5	35
HB	All	25	NA	NA	⁽³⁾	8	⁽³⁾	⁽³⁾	35
GC	All	30	5,000	60	15	8	8	7.5	27 ⁽²⁾
FD	All	50	35 ac.	NA	15	8	8	7.5	27
I-1	All	50	6,000	50	15	8	8	8	30
I-2	All	50	6,000	50	15	8	8	8	30 ⁽⁶⁾
DS	All	50	5,000	50	15	8	8	7.5	27

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District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height (ft) ⁽⁴⁾
	Use	Width (ft) ⁽⁵⁾	Size (sf)		Front	Rear ⁽¹⁾	Side ⁽¹⁾	Max. Side on Corner Lot	

⁽¹⁾ When the rear or side lot line abuts an alley, the setback shall be a minimum of two (2) feet.

⁽²⁾ 35' height may be allowed if approved as a conditional use.

⁽³⁾ These setbacks shall be determined as follows:

(a) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

(b) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.

(c) In buildings with three stories above ground, the third story shall be subject to a 15-foot front setback, and an 8-foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three-story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.

(d) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7-3-23.

⁽⁴⁾ "Structure Height" shall be determined as follows for application of the limitations as set forth herein:

(a) The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.

(b) The height of each separate terrace or step for terraced or stepped buildings shall be considered for purpose of application of these limits.

(c) Allowable building height may be increased by six (6) inches if the roof design includes raised heel trusses.

⁽⁵⁾ Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.

⁽⁶⁾ Commercial telecommunication antennae or towers that are located on Town owned property and that are in compliance with Ridgway Municipal Code Section 7-3-18(H) may have a structure height of up to forty (40) feet.

⁽⁷⁾ If a single family or duplex dwelling is 5 feet or less from the side property line, a fire suppression system is required. Fire suppression systems are required in all other buildings per the Building Regulations, see RMC 6-1. If any structure is less than 5 feet from the side property line, a site-specific geotechnical report is required as well as snow guards, brakes or other devices to prevent snow and ice shedding onto adjacent properties.

(B) Proper dimensional requirements for conditional uses shall be determined in accordance with Subsection 7-3-19. Provided, that as a general rule, they shall be no less strict than the dimensional requirements specified for uses by right in the district concerned or as specified for the use concerned in a zone in which it is a use by right whichever is more restrictive.

(C) Off-Street Parking Requirements

(1) The following off street parking requirements shall apply unless otherwise indicated in all districts, except the Historic Business District. The requirements for the Historic Business District are specified in Subsection 7-3-9(E)(4).

Use	Required parking spaces
(a) Residences	Single Family and Duplex: 2 spaces per dwelling unit All Other Residential: 1 space per dwelling unit
(b) Medical offices and clinics	3 spaces per examination room
(c) Hospitals	1 space for each 3 beds
(d) Pharmacies	1 space per 200 sq.ft. of customer floor space
(e) Bus stations	1 space per 400 sq.ft. gross floor area
(f) Funeral homes and mortuaries	1 space for each 6 seats in main chapel
(g) Restaurants and Lounges	1 space per 100 sq.ft. customer floor area
(h) Hotels and Motels	1 space per guest room
(i) Walk-up restaurants	1 space per 50 sq.ft. customer floor area
(j) Bowling alleys	3 spaces per lane
(k) Gas stations	4 spaces, plus 2 spaces for each enclosed auto space
(l) Beauty shops	2 spaces for each chair
(m) Industrial uses	1 space for every 2 employees on shift plus adequate visitor parking
(n) Churches	1 space for each 6 seats in main chapel
(o) Nursing homes	1 space for each 3 beds
(p) Professional office space	1 space per 300 sq. ft. gross floor area
(q) Retail establishments	1 space per 250 sq. ft. gross floor area
(r) Studio residence	1 space per unit (600 sq ft. total living area)
(s) Day care facilities not qualifying as an accessory use	1 space for each 10 children plus 1 drop off space, plus one space per staff person
(t) All other uses	1 space per 350 sq. ft. gross floor area

- (2) Parking spaces shall be sized and designed in accordance with standard Town specifications and shall be a minimum of 8 feet by 20 feet in size.
- (3) Maneuvering Area: Off-street parking shall provide sufficient off-street space to allow an automobile to enter, maneuver, and exit without backing onto any public street. Backing onto alleyways is permissible except where otherwise prohibited by plat note.
- (4) For purposes of this Subsection, "gross floor area" is the heated square footage of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas; "customer floor area" is the aggregate amount of internal floor area generally used by the public, or fifteen percent of the total floor area, whichever is greater.

7-3-16 PLANNED UNIT DEVELOPMENT (PUD).

- (A) Statement of Objectives of Development: The intent of this Subsection is to encourage the development of large tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements and by allowing increased densities, and to promote the purposes of the Planned Unit Development Act of 1972.

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- (B) Criteria for a Planned Unit Development: A Planned Unit Development must meet the following conditions for approval:
 - (1) It shall be in general conformity with the Town's Master Plan.
 - (2) All landowners within the PUD shall consent, in writing, to the PUD.
- (C) Permitted Uses:
 - (1) Golf courses and "uses by right" and "conditional uses" in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
 - (2) Residences may be clustered into duplexes or multifamily dwellings.
- (D) Dimensional Requirements and Densities:
 - (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare.
 - (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements.
- (E) Procedures:
 - (1) Planned Unit Developments shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection 7-4-5, 7-4-8, 7-4-9 or 7-4-10 of the Ridgway Municipal Code as applicable. The preliminary and final planned unit development plan shall comply with all requirements for a preliminary and final subdivision plat to the extent applicable. A hearing shall be held on the Planned Unit Development Plan or any substantial amendment thereto pursuant to the Review Procedure of Section 7-3-23.
 - (2) Approval of a Planned Unit Development by the Town is purely discretionary. If the Town and the Applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.
- (F) Required Improvements and Standards: The Planned Unit Development Plan shall provide for the construction of the same improvements required for subdivisions in Subsection 7-4-6 of the Ridgway Municipal Code and shall comply with the Design Standards of Subsection 7-4-7 of the Town's Subdivision Regulations. Fees shall be due as provided in Subsection 7-4-12 of the Town's Subdivision Regulations. Security for improvements and enforcement shall be as provided in Town Subdivision Regulations.
- (G) Additional Requirements: In addition to the information required to be submitted on the preliminary and final plans pursuant to Town Subdivision Regulations, the Planned Unit Development Plan shall show the location, size, and number of dwelling units, proposed uses for all buildings and

shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths and other improvements and structures. Other information necessary to show compliance with the requirements of this Subsection shall be submitted with the Plan, where appropriate parameters, limits or specifications may be approved in lieu of exact locations, numbers and sizes.

- (H) The Planned Unit Development Plan may be enforced by the Town in accordance with the provisions of Subsections 7-3-16 and 7-4-3 of the Ridgway Municipal Code or in any other lawful manner.

7-3-17 SIGN REGULATIONS.¹

- (A) Compliance Required: It shall be unlawful to erect or maintain any sign except in conformity with the requirements of this Subsection. Signs not in conformity with the provisions of this Subsection are hereby declared to be a nuisance which may be abated by the Town in any lawful manner.
- (B) Signs Allowed Without a Permit: The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this Paragraph (B) and Paragraph (F) and with other applicable requirements of this Subsection, State law and Town ordinances and regulations, and are not prohibited by Paragraphs (C) or (D):
- (1) Official traffic control devices, signs, and notices erected, owned and maintained by the United States, the State of Colorado, the Town of Ridgway or any of their political subdivisions for official governmental purposes.
 - (2) Any pennant, motto, or insignia of any nation, state, political subdivisions, religious, civic, or fraternal organization, or school except devices which are used to promote business activity.
 - (3) Works of art unless they are used to promote business activity.
 - (4) Temporary decorations, displays and banners which are customarily displayed and associated with holidays or celebrations and banners associated with Town endorsed civic events.
 - (5) Scoreboards, unless used to advertise business activity.
 - (6) Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.
 - (7) Identification signs incidental to the use of vehicles attached to the vehicle.
 - (8) Traffic control devices with no sign face larger than 3 square feet.
 - (9) One or more temporary signs with an aggregate sign face area of no more than 3 square feet in the Residential and Historic Residential Zoning Districts and 16 square feet in all other zoning districts, for the premises upon which they are located.
 - (10) One temporary sign with no sign face more than 12 square feet in area identifying a project and the contractors involved therein during the construction period.
 - (11) One bulletin board per street frontage not over 20 square feet in area for the purpose of announcing events of civic interest, which is owned and maintained by a charitable or religious institution.

¹ This section does not yet reflect edits per Ord 2020-01. This will be rectified at codification.

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- (12) Memorial signs and tablets, or cornerstone signs identifying the building and its date of construction. Such signs shall be cut into masonry surface, inlaid so as to be part of the building or constructed of incombustible materials.
 - (13) Temporary real estate "For Sale" or "For Rent" signs.
 - (14) Signs upon vending machines, gasoline pumps, or packages of goods which relate to the contents thereof.
 - (15) Temporary signs advertising Town approved civic events during the period of the event. All such signs may be erected only with the approval of the Town Council except for those displayed in Town Parks which may be approved by Town Administrative Staff.
 - (16) Signs within buildings which are located no closer than 6 inches to any window or which are not legible from distances of 5 feet or more.
 - (17) Repealed by Ordinance 7-2006
 - (18) Temporary signs on the Ridgway School Ball Field fence, provided they do not face Highway 62, that they are only up during baseball season, and that all such signs be controlled and administered by the Ridgway School Administration.
 - (19) Signs devoted to ideological or political speech which do not exceed 10 square feet in area.
- (C) Prohibited Signs and Devices: The following are hereby prohibited within the Town:
- (1) Animated or flashing signs visible outside any building.
 - (2) Balloons, or pennants, or other wind-powered devices designed to attract attention, except they may be used for civic events up to a maximum of seven days.
 - (3) Repealed by Ordinance 2-2010
 - (4) The operation of search lights to promote business activities.
- (D) Off Premise Signs Restricted: A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:
- (1) Directional signs owned by the Town. The expense of construction and maintenance shall be charged to the businesses or organizations advertised.
 - (2) Signs authorized pursuant to Subsection 7-3-17 (G).
 - (3) Signs allowed by Paragraphs (B)(1), (4), (11), and (15).
 - (4) Signs with a message devoted solely to ideological or political speech.
 - (5) Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in Town resolutions as in effect from time to time.
- (E) Permits:
- (1) Except for the signs specified in Subsection (B), no sign may be erected and maintained until a Sign Permit has been issued by the building official. Applications for a standard sign permit issued pursuant to this subsection 7-3-17(E) shall be submitted to the Town on forms supplied

by the Town accompanied by an application fee of \$35.00. Applications for permits issued pursuant to Ridgway Municipal Code Section 7-3-17(G), for signs erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit, shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$75.00.

- (2) The Building Inspector shall grant a permit only for signs which will be in compliance with the requirements of this Subsection.
 - (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.
 - (4) A Building Permit is also required for any sign with a value over \$1,000.
 - (5) No permit for a sign shall be allowed in the Residential Districts.
 - (6) The total sign face area of signs required to have a permit for businesses within the Downtown Services Zoning District shall not exceed 12 square feet per business. All signs within said District shall be non-illuminated and attached to the building structures, no higher than the roof line.
- (F) Performance Criteria: All signs shall meet the requirements of this paragraph (F) whether a permit is required or not.
- (1) All signs shall be maintained in good, legible and safe condition.
 - (2) No sign shall be erected or maintained which creates a traffic or other safety hazard.
 - (3) All signs shall be constructed and maintained in accordance with any applicable provisions of the Town's building codes.
 - (4) All signs shall be erected and maintained in accordance with applicable requirements of State law.
 - (5) No part of any sign shall be above the roof or parapet of the highest building on the property and no higher than 35 feet. No part of any freestanding sign shall be higher than 20 feet above finished grade.
 - (6) No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.
 - (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 the 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.

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- (8) Signs may be erected only on property which the sign owner has a legal right to erect such sign.
 - (9) All temporary signs must comply with the size restrictions set forth in Section 7-3-17(B)(9). Portable or wheeled signs displayed outside of buildings must be located so as to not impede with vehicular or pedestrian traffic, or create a traffic hazard or safety hazard or other nuisance, and must be removed at times when the advertised use or activity is not open for business.
 - (10) No more than 50% of any sign face may be internally illuminated.
 - (11) Materials – Signs lit with a dark-skies compliant external source are recommended over internally lit signs. A “halo” type sign, which uses solid letters with a light source behind them, illuminating the wall around the letters, are acceptable. If internally illuminated signs must be used, illumination of letters and graphics is allowed; however, illumination of the background is prohibited.
- (G) Signs, other than signs belonging to the Town or sponsored by the Town, conforming to size limits of this Subsection 7-3-17, may be erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit issued pursuant to either Paragraph (1) or (2) of this Subsection only on the following conditions, in addition to other applicable requirements of this Subsection:
- (1) Projecting signs:
 - (a) The sign must be supported and attached to a building.
 - (b) The sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning from the building. A sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning across Town-owned right-of-way.
 - (c) No part of the sign may be less than 10 feet above the ground over Town right-of-way, except for a sign printed on an awning, the awning shall be at least 7 feet above the ground.
 - (d) That portion of any sign face located over the Town right-of-way shall be no larger than 20 square feet in area.
 - (e) No more than one sign per business may extend over the Town right-of-way.
 - (f) No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than 12 inches from the building, nor more than 12 inches over public property.
 - (g) Plans for signs over Town rights-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
 - (h) The revocable permit may be revoked by the Town at any time for any reasonable reason.
 - (i) Proof of insurance shall be provided to the Town.
 - (j) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
 - (2) Portable signs:
 - (a) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
 - (b) No more than one sign per business may be placed on Town right-of-way.

- (c) The proposal for a portable sign on Town right-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
- (d) The revocable permit shall specify the authorized location, and may be revoked by the Town at any time for any reasonable reason.
- (e) Proof of insurance shall be provided to the Town.
- (f) The sign must be located so that it does not interfere with Town use, impede vehicular or pedestrian traffic, or create a traffic or safety hazard or other nuisance.
- (g) The sign must be removed at times when the advertised use or activity is not open for business.

(H) General Provisions:

- (1) The area of a sign face shall include the surface area of a sign, including non-structural trim and decoration, but excluding supports or uprights. The face area of a sign painted or hung on a wall of a building, or on an awning, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall upon which it is painted. Only one side of double-faced signs that convey the same message on both faces shall be included for purposes of this calculation.
- (2) As used in this Subsection, "sign" means and includes any object, device, or message which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, products, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign".

(I) Nonconforming Signs:

- (1) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraphs (F)(1), (2), (3), (4), (6) or (8). All Master Sign Plans previously approved by the Town under Section 7-3-12(J) prior to April 15, 2019 shall be maintained in strict conformity with such Town approval. Any signs not in compliance with these specific performance criteria and/or Master Sign Plans approved prior to April 15, 2019 shall be removed.
- (2) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraph (F). Any sign not in compliance with Paragraph (F) shall be removed.
- (3) The right to maintain a nonconforming sign shall be terminated and the sign removed or brought into full compliance with this Subsection under the following conditions:
 - (a) Abandonment of the sign, abandonment or termination of the related business, an interruption in continuance of the business for 6 months.
 - (b) A violation of any of the performance criteria of Paragraph (F) (1), (2), (3), (4), (6) or (8).
 - (c) The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.
 - (d) The creation of any additional violation of or nonconformity with these regulations.
- (4) A list of nonconforming signs shall be developed and maintained by the building inspector with owners notified and given a copy of Paragraph (I).

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(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) 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 7-3-23. 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 7-3-17 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;
 - (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 7-3-17(F)(7).
 - (ii) Up to 30% more than the allocated square footage per 7-3-17(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 proposed signs;
 - (d) will not unreasonably interfere with neighboring commercial businesses or properties;
 - (e) provides for signs that are reasonably necessary to operate the business or businesses on the property;
 - (f) 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 of 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.

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- (ii) At the scheduled hearing, 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 application, or other interested party may, if so 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 visibly 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 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 in the hearing. The decision of the Planning Commission with respect to an application for major change of 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 filings 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 applicants 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 Approve 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 are not limited to, 1) changes in the location of a 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 7-3-17(J)(3)(e).

7-3-18 SUPPLEMENTAL REGULATIONS.

- (A) Home Occupations: Home Occupations may be conducted within a residential premises or accessory structure related thereto in any district as an accessory use only if the following criteria are met:
- (1) Town and State Sales Tax Licenses must be obtained if sales taxable by the Town or State sales taxes are to be made.
 - (2) Only the residents of the dwelling unit may be engaged in the home occupation.
 - (3) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off the premises.
 - (4) The home occupation activity shall not utilize or occupy more than 750 square feet in total, nor more than 400 square feet in a garage or other structures outside of the residence. Provided, however, accessory day care facilities shall be limited to 8 or fewer children in lieu of these area limitations.
 - (5) No business activity or storage of property involved in the business may take place outside of enclosed structures, except for horticultural activities.
 - (6) The short term rental of rooms, such as bed and breakfast operations, does not qualify as an accessory use pursuant to this Subsection.
- (B) It shall be unlawful to maintain, own or operate any offensive or unwholesome business or establishment within the Town, including but not limited to rendering plants, tanneries, pig sties, feed lots, dairy farms, manufacture and storage of explosives, sugar beet pulp storage facilities, foundries, or petroleum product refineries, unless such business was lawfully in existence at the effective date of this Section, or at the effective date of annexation subsequent to the effective date of this Section. In either event, such business or establishment shall be subject to the Nonconforming Use Regulations of Subsection 7-3-20 of these regulations, and all other applicable regulations of the Town.
- (C) Temporary Use Permits:
- (1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

<u>Use</u>	<u>Zoning District</u>	<u>Period</u>
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent meetings or crusades	Commercial	2 weeks
 - (2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a manufactured home or travel home:
 - (a) For fire protection or security purposes in the General Commercial District.
 - (b) At a construction site during the construction period.

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- (3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to ensure that no public or private nuisance or safety hazard will be created.

(D) Use and Location of Travel Homes:

- (1) Travel homes may be occupied only in the following circumstances:
 - (a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.
 - (b) Upon private property for temporary occupancy by out of town guests for a period not to exceed 30 days in any year for any tract of property.
 - (c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-18(C).
- (2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

(E) Garage and Yard Sales:

- (1) Notwithstanding restrictions of Town Zoning Regulations, or junk, litter or nuisance ordinances, garage and yard sales may be conducted within the Town consistent with the conditions set out herein.
- (2) No premises shall be used for a garage or yard sale for more than 48 hours at one time or for more than two such sales in any calendar year.
- (3) The sale shall be conducted so that no traffic hazards or nuisances are created.

(F) Bed and Breakfast Operations:

- (1) Residents of a dwelling unit in the "R" and "HR" Districts may rent rooms on a short-term basis (and may provide meals to such boarders) if a Conditional Use Permit is approved by the Planning Commission pursuant to Sections 7-3-19 and 7-3-23, and the operation will comply with the criteria of this Subsection.
- (2) The application shall not be granted unless the Planning Commission determines that the following criteria are met:
 - (a) There is at least one additional off-street parking space for each room to be rented in addition to the off-street parking required for the residential dwelling unit.
 - (b) No more than three rooms shall be rented in any dwelling unit. Such rooms shall be an integral part of the dwelling unit.
 - (c) The meals to be served shall be served from the kitchen which is part of the dwelling unit itself.
 - (d) The operation will not create a public or private nuisance.
 - (e) Only the permanent residents of the dwelling unit shall be employed in the operation.

- (f) The Permittee will obtain a sales tax license and remit sales tax and lodging occupation tax.
 - (3) The Town Council may revoke any permit if it determines following a hearing with reasonable notice to the holder of the permit that the above criteria or limits of any permit are not being met.
- (G) Accessory Dwelling Units:
- (1) The creation of Accessory Dwelling Units is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the following standards.
 - (2) ADUs are only allowed as accessory to a single family detached dwelling. Only one ADU per single family detached dwelling unit is permitted.
 - (3) The accessory dwelling unit must be constructed in accordance with applicable requirements of Town Building Codes. It may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in 7-3-15(A) must be met for the premises.
 - (4) One off-street parking space shall be provided for the accessory dwelling unit in addition to any other required off-street parking.
 - (5) The accessory dwelling unit may not exceed 800 square feet of gross floor area.
 - (6) One of the dwelling units on the property must be, and remain, owner occupied.
 - (7) A minimum of a 90 day rental period shall be required by written lease, except as described in subsection (12) below.
 - (8) The accessory dwelling unit must be owned together with the principal residential unit, and the lot or parcel upon which they are located, in undivided ownership.
 - (9) The accessory dwelling unit may be served off of the water or sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.
 - (10) The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.
 - (11) A dwelling unit constructed before a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.
 - (12) An accessory dwelling unit, as defined in Ridgway Municipal Code Section 7-3-18(G) either attached or detached to the primary dwelling, may be utilized as a short term rental only under the following circumstances:
 - (a) Tap fees are paid at 30% pursuant to Ridgway Municipal Code Chapter 9-1-9(c)(2); and
 - (b) 100% of monthly water, sewer, trash and recycling services are paid on a monthly basis pursuant to Ridgway Municipal Code Chapter 9; and
 - (c) The lot size upon which both dwelling units are sited is a minimum of 6,000 square feet.
- (H) Telecommunication Antenna and Tower Regulations:

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- (1) Telecommunication towers and antennae shall be located, and comply with the following provisions:
 - (a) Noncommercial television and telecommunications receivers and amateur radio antennae, which qualify as an accessory use to the main use on the premises, may be located on such premises.
 - (b) Antennae for “personal wireless services” as defined in 97 USC 332(c)(2) shall be limited to the GC Zoning District, or upon Town-owned property in other zoning districts pursuant to leases or permits with the Town, with terms and conditions adequate to ensure safety and reasonable compatibility with the neighborhood in which they are located, including requirements for camouflaging where appropriate.
 - (c) Commercial radio, television and other tele-communications transmitters and receivers shall be restricted to the GC Zoning District.
 - (d) Additional receivers or transmitters may be installed on existing telecommunication towers regardless of the zoning district.
- (2) All telecommunication antennas and towers shall be limited to the maximum structure heights set out in Section 7-3-15, unless a variance is obtained pursuant to Section 7-3-21, or allowed in accordance with the following exceptions:
 - (a) Telecommunication antennas, receivers and transmitters may be located on lawfully existing towers and structures, as long as they are not above the tower structure.
 - (b) A variance to the height limitations otherwise applicable may be obtained for an amateur radio antenna for noncommercial use pursuant to the review procedure of Section 7-3-23 if the Planning Commission determines that the following criteria are met:
 - (i) A higher tower is necessary to be reasonably adequate for the domestic communications purposes;
 - (ii) No reasonable alternative exists;
 - (iii) No adverse impacts will be created with respect to other property in the area.
 - (c) A variance to the height limitations otherwise applicable may be obtained for personal wireless service antennae if the Planning Commission determines pursuant to the review procedure of Section 7-3-23 that the following criteria are met:
 - (i) Space is not available at a commercially reasonable price on an existing tower or structure located in a technically feasible location, and no other location is available which will provide reasonably adequate service in compliance with the height limitations set out above, and
 - (ii) No adverse effect on property values in the area will be caused, and no safety hazard will be created.
 - (iii) The design and color of the tower and appurtenances shall be reasonably compatible with the site and surrounding area.
 - (d) Commercial telecommunication antennae or towers up to forty (40) feet in height may be installed upon Town owned property within the “I-2” Light Industrial 2 Zoning District.

- (3) A final decision to deny a variance shall be in writing and supported by a substantial written record.
- (4) All towers and structures shall be subject to the building setback requirements of Section 7-3-15 and applicable provisions of Town building codes and other ordinances and regulations.

(I) Short Term Rental Regulations:

- (1) Intent and Purpose: Establish standards and procedures by which residential short term rentals can be provided in a manner that protects both the quality of experience and the character of the Town of Ridgway. It is the Town of Ridgway's intent to establish short term rental regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.
- (2) Short term rentals shall comply with the provisions of this Subsection (I) and shall be licensed per Chapter 8, Section 5 of the Ridgway Municipal Code.
- (3) Permitted Use of Short Term Rentals:
 - (a) For short term rentals not in the "HB" Historic Business or "GC" General Commercial Districts, the structure involved:
 - (i) Shall be a single family dwelling structure; or
 - (ii) Shall be a single residential unit in structures with mixed uses; or
 - (iii) Shall be a property with two dwelling structures owned by the same owner, in which one of the dwelling structures may be used as a short term rental as long as the second dwelling unit is owner occupied.
 - (iv) Shall not be a multiple family dwelling or structure as short term rentals are prohibited in multiple family structures.
 - (b) In the HB and GC Districts, a maximum of five short term rentals are allowed per building or structure.
- (4) Performance Standards for Short Term Rentals:
 - (a) The unit being rented shall be a Dwelling Unit, as defined pursuant to Ridgway Municipal Code Section 7-3-2 shall not have more than 5 bedrooms, nor be leased or used to any group containing more than 10 people over the age of 18.
 - (b) The unit shall have a minimum of 2 off street parking spaces available and any additional spaces necessary to accommodate the tenant's vehicles off street.
 - (c) There shall be an owner's agent available to be at the unit within 20 minutes, who is on call full time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town, and posted in the short term rental.
 - (d) Adequate animal-resistant trash and recycle containers shall be provided, and information on placement for collection shall be provided, in the short term rental as stated in Ridgway Municipal Code Section 9-2.
 - (e) The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy

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or interfere with the use or enjoyment of public or private property or which constitutes a health or safety hazard.

- (f) The owner must have current State and Town sales tax licenses, a Town business license at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

(J) Marijuana:

- (1) The cultivation, manufacture, distribution, storage, or sale of marijuana shall not be a lawful use by right, accessory use (including as a home occupation), conditional use, or lawful nonconforming use in any zoning district of the Town of Ridgway, except as provided in this Subsection (J).
- (2) A Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, and Medical Marijuana-Infused Products Manufacturing Facility, licensed under Article 43.3 of Title 12 CRS, a Primary Care Giver registered under CRS 25-1.5-106, and a Marijuana Cultivation Facility, a Marijuana Testing Facility, a Marijuana Product Manufacturing Facility or a Retail Marijuana Store licensed by the State of Colorado pursuant to Article XVIII Section 16 of the Colorado Constitution and Article 43.4 of the Title 12, CRS, may be located within the I-1 and I-2 Zoning Districts and the General Commercial Zoning District east of Liddell Drive extended, as a use by right if they meet the following provisions:
 - (a) They must be operated lawfully under applicable provisions of State Law.
 - (b) They must comply with the performance standards of the I-1 and I-2 Zoning Districts, or General Commercial Zoning Districts, as applicable.
 - (c) They must have valid State and Town sales tax licenses and collect and remit sales tax on sales of Marijuana in accordance with State Law and Town ordinances.
 - (d) A Certificate of Occupancy for each building must be obtained prior to establishment of the use therein.
 - (e) The cultivation, manufacturing, storage, distribution and sale of Marijuana, must be confined to an enclosed building.
 - (f) They must be located in structures with commercial and industrial uses only, and are not allowed in buildings with residential uses.
 - (g) No storage facilities are permitted off of the licensed premises.
 - (h) The building in which the licensed activities take place may not be located within 1000 feet of a school, an alcohol or drug treatment facility, the principal campus of a college, university or seminary, or a residential child care facility. The distance referred to shall be measured from the nearest property line of the land use for the above listed uses to the nearest portion of the building in which licensed activity takes place, using a route of direct pedestrian access. This restriction shall not affect the renewal or reissuance of a license once granted, or apply to a license in effect actively doing business before any of the above uses was constructed.

(3) Cultivation

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- (a) A Patient, validly registered under State Law, may cultivate Medical Marijuana at the Patient's residence for the Patient's own use only, if in compliance with the limitations of State Law and if the plants cannot be seen or smelled off of the premises.
 - (b) An individual may cultivate Marijuana at the individual's residence, only if in compliance with the limitations of Subsection (16)(3)(b) of Article XVIII of the Colorado Constitution and other applicable state law, including the requirement that the growing take place in an enclosed locked place, is not conducted publicly or openly and is not made available for sale.
 - (c) The use of a compressed flammable gas as a solvent in the extraction of THC or other cannabinoids in a residential setting is prohibited.
 - (d) Co-op or collective grow operations are not allowed without a state license.
- (4) Delivery of Marijuana, or Medical Marijuana by a licensed Medical Marijuana business, licensed Marijuana establishment, Primary Care Giver, or any other person, from a location outside of Town, to a location within Town, is allowed, only if lawful under, and in full compliance with State Law, and the delivering person has a Town sales tax license if taxable sales may occur, and collects and remits Town sales taxes on the sale of the delivered Marijuana and Medical Marijuana.
- (5) The below listed terms shall be defined as indicated for purposes of this Subsection (J):
- (a) "Medical Marijuana", "Medical Marijuana Center", "Optional Premises Cultivation Operation", and "Medical Marijuana-Infused Products, Manufacturing", shall have meanings as defined in CRS, Title 12, Article 43.3.
 - (b) "Primary Care Giver" shall have the meaning as defined in CRS 25-1.5-106.
 - (c) "Patient" shall have the meaning as defined in Section 14(1) of Article XVIII of the Colorado Constitution.
 - (d) "State Law" shall include, but not be limited to, Section 16 and Section 14(1) of Article XVIII of the Colorado Constitution, CRS 25-1.5-106, Article 43.3 and 43.4, Title 12, CRS; and any rules or regulations promulgated pursuant thereto.
 - (e) "Marijuana", "Marijuana Cultivation Facility", "Marijuana Testing Facility", "Marijuana Product Manufacturing Facility" or a "Retail Marijuana Store" shall have the meaning defined in Article XVIII Section 16 of the Colorado Constitution, and Article 43.4, Title 12, CRS.
- (6) Storage of Marijuana off of the licensed premises is not permitted in the Town.
- (7) Marijuana clubs, businesses or other places of assembly where customers, members, or the like, are regularly invited for the purpose of using or consuming marijuana or marijuana products on site, are prohibited in the Town.

(K) Manufactured Homes:

- (1) Manufactured homes, as defined in Subsection 7-3-2, that have more than 500 square feet of living area, are only permitted on the following described property:
- (a) All of Blocks 4, 9 and 29;
 - (b) Block 28, Lots 11 through 20;

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- (c) Block 32, Lots 1 through 18;
 - (d) Block 33, Lots 6 through 10; and
 - (e) Lot 1 of Mitchell Subdivision No.2.
- (2) The limitations of this subsection shall not apply to any manufactured home that was placed on a property not referenced in (K)(1) above prior to June 9, 1993 in Ordinance 93-2 that met all applicable building at safety codes at time of installation.
 - (3) Manufactured Homes are subject to the provisions of Section 6-3 Regulations for Manufactured Homes, Travel Homes, and Other Factory-Built Homes.
 - (4) Manufactured Home Parks are subject to the provisions of Section 8-1 Manufactured Home Park and Travel Home Park Regulations.

(L) Employee Housing.

The creation of employee housing is generally encouraged as an effective means to improve housing affordability and to support the viability and retention of employment-generating uses, provided that each complies with the following standards.

- (1) Employee housing units are only allowed as accessory to a non-residential use.
- (2) One employee housing unit is allowed for the first 2,500 square feet of gross floor area in the structure. Structures that exceed 2,500 square feet of gross floor area are allowed one additional unit per 2,500 square feet, up to a maximum of three units per non-residential use.
- (3) The employee housing unit must be constructed in accordance with all applicable building and safety codes.
- (4) The employee housing unit must be owned together with the structure occupied by the non-residential use, and the lot or parcel upon which they are located, in undivided ownership.
- (5) The employee housing unit must be served off of the water or sewer tap for the principal structure, in which case it shall not be subject to additional tap fees.
- (6) If the employee housing unit has been offered to current and prospective employees of the non-residential use for 45 days after the prior tenant vacates and the unit remains vacant, the unit can then be offered to other households where at least one of the occupants is employed at an establishment located within Ouray County.
- (7) Short term rental of Employee housing is not permitted.
- (8) The burden shall be upon the owner of any employee housing unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.

7-3-19 CONDITIONAL USES.

- (A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7-3-23, that the following criteria are substantially met with respect to the type of use and its dimensions:
 - (1) The use will not be contrary to the public health, safety, or welfare.

- (2) The use is not materially adverse to the Town's Master Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the District.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) The location of curb cuts and access to the premises will not create traffic hazards.
 - (7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.
 - (8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.
- (B) The burden shall be upon the applicant to prove that these requirements are met.

7-3-20 NONCONFORMING USES.

- (A) Any use, building or structure which at the effective date of this Section or at the time of annexation, if annexed subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with the previously applicable County or Town Regulations and Ordinances but which does not conform or comply with all of the regulations provided for in these Zoning Regulations, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Subsection. Uses, structures or buildings which were unlawful or illegal and not in compliance with previously applicable Regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.
- (B) If a use, building or structure is lawfully nonconforming in that it is not a "Use By Right", or a "Conditional Use" which has been approved pursuant to the review provisions of Subsection 7-3-19, the following shall apply:
- (1) If the building, manufactured home or structure involved in the use is removed or if it is destroyed or damaged so that repair, replacement or reconstruction will cost more than fifty percent of the fair market value of the building, manufactured home or structure after repair, it shall no longer be lawful to use the building, manufactured home or premises except in compliance with the Use Regulations for the District within which it is located.
 - (2) If the nonconforming use is abandoned or discontinued for a period of 6 months, then the premises may only be used in compliance with the Use Regulations for the District within which it is located.
 - (3) The use may be continued only substantially as it existed at the effective date of this Section or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the hearing procedure provided in Subsection 7-3-23, that the criteria set out in Subsection 7-3-19 will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Subsection.

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- (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 7-3-23, that the criteria set out in Section 7-3-19 will be met.
- (C) If the use, building or structure is nonconforming with respect to dimensional requirements, design and performance standards, or other provisions not related to "use", the following provision shall apply:
 - (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected, such nonconformity may not be reestablished.
 - (2) If the building, manufactured home or structure is damaged so that the cost of replacing or restoring it is greater than fifty percent of its fair market value after replacement, the building, manufactured home or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be reestablished by any repair or reconstruction, unless it is unfeasible to repair the building without reestablishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degree of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degree or amount of deviation from the requirements of this Section.
- (D) This Subsection shall not apply to signs. Nonconforming signs shall be governed by the provisions of Subsection 7-3-17.
- (E) **Manufactured Homes and Factory-Built Housing**
 - (1) Notwithstanding the foregoing provisions of this Section, a lawful nonconforming manufactured home owned and occupied by the owner of the land upon which it sits may be replaced by another manufactured home to be owned and occupied by said owner if the Planning Commission determines following the review procedure of Section 7-3-23 that the criteria set out in Section 7-3-19 will be met, and that the replacement manufactured home will comply with all other applicable Town regulations including the provisions of Chapter 6-3.
 - (2) Notwithstanding any of the foregoing provisions of this Subsection 7-3-20 any Factory-Built Housing, which is nonconforming as to restrictions on use or design and performance standards, which for a period of six months is either unoccupied or does not have any authorized use of Town supplied water occur on the premises, shall be removed from the premises unless the structure has previously been issued a permit pursuant to Subsection 6-3-2 and it is erected on a permanent foundation complying with the requirements of the Town Building Code.

7-3-21 VARIANCES AND APPEALS.

- (A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:

- (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance, and
 - (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.
- (B) The Planning Commission may grant a variance from the Off-Street Parking Requirements for the Historic Business Zoning District, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met. Variances shall be granted if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and any one of the following criteria are met:
- (1) The variance is requested for an addition to an existing building or the construction of a purely accessory structure and these modifications will have a de minimis effect on traffic and parking; or,
 - (2) The placement of on-site parking is not congruent with the goals and objectives of the downtown and as such will create an undesirable effect on the downtown streetscape, potentially interrupting, impeding or otherwise adversely affecting existing or future infrastructure such as pedestrian walkways and landscape areas; or,
 - (3) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Off-Street Parking Requirements.
- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) No variance or appeal shall be granted with less than four concurring votes of the Planning Commission.

7-3-22 AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.

- (A) Rezoning:
- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:
 - (a) The amendment is not adverse to the public health, safety and welfare, and
 - (b) Either:
 - (i) The amendment is in substantial conformity with the Master Plan, or
 - (ii) The existing zoning is erroneous, or
 - (iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
 - (2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. The burden shall be on the applicant to show

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that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

(B) Zoning of Additions:

- (1) The Planning Commission may recommend to the Town Council a zoning district designation for all property annexed to the Town not previously subject to Town zoning. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the Annexation Ordinance or thereafter.
- (2) The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare.

(C) Legislative Zoning:

Comprehensive review and reenactment of all or a significant portion of the Official Zoning Map shall be a legislative action and shall not be required to meet any criteria set out in this Subsection.

(D) Amendments to these regulations may be made only by ordinance.

(E) All proposals to amend the Official Zoning Map or these Zoning Regulations may be referred to the Planning Commission for recommendation.

(F) The Town Council shall review all proposals to amend the Official Zoning Map as the "Review Board" in substantial conformity with the review procedures set out in Subsection 7-3-23.

7-3-23 REVIEW PROCEDURE.

- (A) All requests for approval of an appeal, a variance, a conditional use, a change in a nonconforming use, or other action which is required to be reviewed pursuant to this Subsection by these Zoning Regulations or other Town Ordinances, shall be reviewed by the Planning Commission, or Board of Adjustment, as provided in these Regulations.
- (B) The applicant requesting approval of a variance, appeal, conditional use, change in a nonconforming use, or other action required to be reviewed pursuant to this Subsection shall submit an application upon forms supplied by the Town accompanied by any other required information or information which he may desire to submit. A single application may contain a request for more than one action. The application shall be accompanied by application fees as set by Subsection 7-3-25. No formal application need be submitted or fee paid for action initiated by the Town or Planning Commission.
- (C) A hearing shall be set before the appropriate Board after receipt by the Town of a properly completed application form and all other required information.
- (D) Notice of the hearing shall be posted at Town Hall 10 days before the hearing and posted, visible from 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.
- (E) 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 Reviewing Board may limit testimony, evidence, and cross examination which is merely cumulative and is not required to

follow any set procedure during the hearing, nor to strictly follow the Rules of Evidence as applied by the Courts. The hearing may 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 his expense. The hearing may be continued from time to time as necessary. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.

- (F) The Reviewing Board shall announce its decision within 20 days of the completion of the hearing. It shall not be necessary for the Reviewing Board to provide written findings or conclusions, except upon the request of the applicant, or other party appearing or participating in the hearing. The decision of the Reviewing Board with respect to requests for approval of a variance, conditional use, or change in a nonconforming use, or appeal shall be final, subject only to review by certiorari in the courts. The Town shall have the right to appeal any such decision to the courts. Upon the filing of an appeal or request for review in the courts, 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 his expense.
- (G) The Reviewing Board may approve the requested action only upon finding that all applicable criteria and requirements of these Zoning Regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Reviewing Board 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.

7-3-24 ENFORCEMENT AND ADMINISTRATION.

- (A) The Building Official shall be responsible for the interpretation, administration and enforcement of the provisions of these Regulations, as amended, the Official Zoning Map, as amended, and of any decisions entered by the Planning Commission, Board of Adjustment or Town Council, pursuant to this Section.
- (B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these Zoning Regulations, and any decision issued pursuant hereto.
- (C) Whenever necessary to make an inspection to enforce any of the provisions of these Zoning Regulations, or any provision of a decision entered, pursuant to this Section, or whenever there is reasonable cause to believe that a violation of any provision of these Zoning Regulations, or of any decision issued, pursuant to this Section exists, the Marshal, Building Inspector, or their authorized representative, shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Section. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premises if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.
- (D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these Zoning Regulations or of the terms of any decision entered pursuant to this Section.
- (E) Any action which reduces the area of any site, lot or tract in violation of the minimum dimensional requirements of these regulations shall be unlawful.

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- (F) It shall be unlawful to violate any of the provisions of these Zoning Regulations, or the terms of any decision entered pursuant to this Section. Any person convicted of such a violation may be punished by a fine of up to \$300 dollars. Each day any violation continues shall constitute a separate violation.
- (G) Continuing violations of this Section, the terms of any decision issued pursuant to this Section, or any subdivision plat restrictions, are hereby declared to be a nuisance and may be abated in any lawful manner.

7-3-25 FEES AND COSTS.

- (A) The following fees shall be submitted with respect to the indicated application, request or action:
 - (1) Temporary Use Permit pursuant to 7-3-18(C): \$150.00
 - (2) Conditional Use Permit pursuant to 7-3-19: \$250.00
 - (3) Change in a Nonconforming Use pursuant to 7-3-20(B)(3) and (4): \$150.00
 - (4) Variances and Appeals pursuant to 7-3-21: \$250.00
 - (5) Rezoning pursuant to 7-3-22(A) and (B): \$250.00
 - (6) Other Reviews conducted pursuant to the 7-3-23 Review Procedure: \$250.00
 - (7) Variance from Flood Plain Regulation pursuant to 6-2-5: \$150.00
 - (8) Master Sign Plan pursuant to 7-3-17: \$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
 - (9) Zoning or Land Use Compliance letters: \$50.00
 - (10) Deviation to Single Family Home Design Standards pursuant to 6-6: \$175.00
- (B) In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.
- (C) The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees within this Chapter 7 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

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CHAPTER 8

SECTION 1

**Manufactured Home Park and Travel Home Park
Regulations**

Subsections:

- 8-1-1 Licenses.
- 8-1-2 Definitions.
- 8-1-3 Manufactured Home Park And Travel Home Park Construction Permits.
- 8-1-4 Manufactured Home Park Design Requirements.
- 8-1-5 Travel Home Park Design Requirements.
- 8-1-6 Maintenance Of Manufactured Home And Travel Home Parks.
- 8-1-7 Non-Conforming Manufactured Home Parks And Travel Home Parks.
- 8-1-8 Administration And Enforcement.

8-1-1 LICENSES.

(A) It shall be unlawful to operate a manufactured home park or travel home park unless a license has been issued in accordance with this Section.

(B) Application for a license shall be made on forms provided by the Town.

(C) No license shall be issued until an inspection is made by the Town and it is determined that the applicable requirements of this Section and other Town and State regulations are met.

(D) Following a hearing, preceded by a thirty (30) day notice to licensee, any license may be revoked if the Town Council determines that a violation of this Section, or other applicable Town or State regulations, exists.

(E) All existing manufactured home parks or travel home parks shall have sixty (60) days to obtain a license following the effective date of this Section. As part of the initial license, an occupancy permit shall be issued for each dwelling lawfully located within a manufactured home park at the effective date of this Section, without charge.

8-1-2 DEFINITIONS.

Manufactured Home, Dependent Manufactured Home, Manufactured Home Park, Travel Home and Travel Home Park shall be defined as set out in Section 6-3 of the Ridgway Municipal Code.

8-1-3 MANUFACTURED HOME PARK AND TRAVEL HOME PARK CONSTRUCTION PERMITS.

(A) It shall be unlawful to commence the construction of any manufactured home park or travel home park, or the enlargement of an existing manufactured home park or travel home park until a construction permit has been approved by the Planning Commission and Town Council as meeting the criteria and requirements of this Section and other applicable Town and State regulations.

(B) Application for a construction permit shall be made by submitting a site plan of the proposed park, accompanied by any supporting documents, plans or drawings, as necessary, to show that the design requirements of Subsections 8-1-4 or 8-1-5, as applicable, will be complied with.

(C) The site plan and all supporting plans must be submitted to the Town no later than thirty (30) days before the date at which the Planning Commission is to review the application. Notice of the proceeding shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the date of review. Following review of the application, the Planning Commission shall recommend approval or disapproval of the application. If disapproved, the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant, upon request. The application shall then be submitted to the Town Council for review and action. The Council may approve, or disapprove, the application if it finds that the requirements of these regulations have not been met.

(Ord 14-1998)

(D) No license for a manufactured home park or travel home park, or part thereof subject to the construction requirements of this Section, shall be approved until an inspection to determine if the park, or the applicable portion thereof, has been developed in substantial conformity with the site plan as approved by the Town Council.

8-1-4 MANUFACTURED HOME PARK DESIGN REQUIREMENTS.

(A) Manufactured home parks may be located only where allowed by Town Zoning Regulations, and shall be a minimum of two (2) acres.

(B) All manufactured home parks shall, as a minimum, comply with the regulations for manufactured home parks issued by the State of Colorado and the requirements of this Section. In the event of any conflict between the State regulations and the requirements of this Section or other ordinances and regulations of the Town, those regulations which are more stringent shall apply.

(C) Each manufactured home space may have only one (1) manufactured home located on it and shall comply with the dimensional requirements of this Subsection. All spaces shall be adequately identified by a number or letter.

(1) Minimum Lot area - 2500 square feet

(2) Minimum Set Backs:

(a) Front	10	feet
(b) Rear	8	feet
(c) Side on Corner Space	7.5	feet
(d) Side	5	feet

(3) Accessory structures which are not attached to the manufactured home are not subject to the rear and side yard setbacks, but shall be set back a minimum of two (2) feet.

(D) The manufactured home park developer shall provide the following improvements:

(1) A Town water system to serve each lot, including fire hydrants and fire mains.

(2) A sanitary sewer system.

(3) Fifty (50) foot wide streets with a minimum paved width of thirty (30) feet.

(4) A storm drainage system.

(5) Street signs, street lights.

(6) Concrete valley pans four (4) feet in width, or curbs, gutters and four (4) foot wide sidewalks shall be installed on each side of each street.

(7) A park or playground occupying at least 5% of the area of the manufactured home park to be maintained by the manufactured home park owner.

(E) Arrangements to provide public utilities, including, if available, gas, electricity, telephone and cable television, shall be made with the utility companies for service to each space.

8-1-5 TRAVEL HOME PARK DESIGN REQUIREMENTS.

(A) Size and Location:

Travel home parks may be located only where allowed by Town Zoning Regulations and shall be a minimum of two (2) acres in area.

(B) All travel home parks shall, as a minimum, comply with applicable State of Colorado Regulations for campgrounds and recreation areas and the requirements of this Subsection. In the event of any conflict between State Regulations and the requirements of this Section or other Town ordinances or regulations, those regulations which are more stringent shall apply.

(C) Dimensional Requirements:

(1) All travel homes and any accessory structures shall be at least ten (10) feet from any other travel home and accessory structure.

(2) The number of travel homes in the park shall not exceed 25 travel homes per acre.

(D) Eight (8%) percent of the gross area of the travel home park, or 2,500 square feet, whichever is greater, shall be developed and maintained as a park or playground by the park owner.

(E) The travel home park developer shall provide the following improvements:

(1) A water system, including fire hydrants and fire mains.

(2) A sanitary sewer system.

(3) Paved streets with a minimum paved width as follows:

(a) One-way/no parking - 11 feet;

(b) One-way/parking on one side - 18 feet;

- (c) Two-way/no parking - 24 feet;
- (d) Two-way/parking on one side - 27 feet; and
- (e) Two-way/parking on both sides - 34 feet.
- (4) A storm drainage system.
- (5) Street signs and security lights.
- (6) A service building meeting the requirements of applicable State and Town regulations.

(F) Plans for all improvements shall be submitted with the site plan and shall be approved by the Town prior to the approval of any licenses by the Town Council. All required improvements shall comply with Town design and construction standards and specifications.

(G) Easements:

The Town may require reasonable utility easements to be dedicated to the public for the purpose of public and Town utilities.

8-1-6 MAINTENANCE OF MANUFACTURED HOME AND TRAVEL HOME PARKS.

(A) All manufactured home parks and travel home parks shall be maintained in accordance with the requirements of this Section, applicable State of Colorado Department of Public Health and Environment Regulations, and other applicable regulations of the Town or State.

(B) The Town Building Official, or his designated representative, shall have the right to enter upon any manufactured home park or travel home park at any reasonable time for the purpose of inspecting the premises to determine compliance with this Section or other applicable ordinances and Town and State regulations.

8-1-7 NON-CONFORMING MANUFACTURED HOME PARKS AND TRAVEL HOME PARKS.

(A) Any manufactured home park or travel home park which at the effective date of this Section, or at the time of annexation, if annexed subsequent to the effective date of this Section, which was lawfully existing and maintained in accordance with previously applicable County or Town regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained and used only in compliance with the provisions and limitations imposed by this Subsection in addition to the limitations of Sections 6-3 and 7-3 of the Ridgway Municipal Code. Manufactured home parks, or travel home parks which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful and illegal and subject to abatement or other enforcement action. All manufactured home parks and travel home parks shall comply with applicable State regulations immediately.

(B) If the manufactured home park or travel home park is non-conforming with respect to dimensional requirements or other general requirements of the design standards of this Section, the following provisions shall apply:

- (1) If the non-conformity is abandoned, removed or corrected for any length of time, such non-conformity may not be reestablished.

(2) No alteration may be made which would increase the amount or degree of the non-conforming feature. Changes may be made which would decrease the degree or amount of deviation from the requirements of this Section.

(3) If any existing manufactured home is removed from a site or space within or without a manufactured home park, no manufactured home may be moved onto such site or space which would have the effect of increasing the degree or amount of the non-conformity with this Section.

8-1-8 ADMINISTRATION AND ENFORCEMENT.

(A) The Building Official shall administer and enforce this Section.

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

(C) Any person convicted of a violation of any of the provisions of this Section shall be punished by a fine of not more than \$300. Each day during which any violation is committed or permitted to continue shall be considered to constitute a separate offense. (Ord 1-2017)

(D) Any violation of the provisions of this Section is hereby declared to be a nuisance and may be abated in accordance with law.

(E) In addition to any other remedies the Town may have, it may maintain an action in a court of competent jurisdiction to enjoin any violation of or compel compliance with any provision of this Section.

(F) The Town may refuse to issue any permits required by Town ordinance or grant water or sewer taps if the applicant is in violation of any of the provisions of this Section.

AGENDA ITEM #11



To: Town Council
From: Shay Coburn, Town Planner
Date: May 13, 2020
Re: Construction Contract for the Athletic Park Pavilion Construction Project

SUMMARY

During a special Town Council meeting on April 24, 2020, Town Council approved the Notice of Award for the Athletic Park Pavilion Construction Project to go to Kuboske Construction, LLC. Attached is the Construction Contract and all Exhibits to the contract for Town Council review. Note that some of the Exhibits will be updated one executed.

FINANCIAL IMPLICATIONS

This project is almost entirely funded by very generous community donations. The donations have been made to the Town and all funds needed to cover this contract will be in the dedicated bank account prior to contract execution by the Town. The Town's commitment to in-kind work will take some time from the Public Works staff. In addition, the Town Planner will continue to manage this project and utilize other key staff as needed. For details see memo presented to Town Council at the April 24, 2020 special meeting.

PROPOSED MOTION

"I move to approve the Construction Contract for the Ridgway Athletic Park Pavilion Construction Project to Kuboske Contractors, LLC as presented."

ATTACHMENT

Construction Contract and Exhibits



CONSTRUCTION CONTRACT

THIS AGREEMENT is made between the Town of Ridgway, Colorado, (Owner or Town) and Kuboske Contractors, LLC (Contractor), for the Project known as: Ridgway Athletic Park Pavilion Construction Project.

The Owner's Representative (OR) is: Preston Neil
Town Manager

The Owner and Contractor agree as follows:

ARTICLE 1 THE WORK:

The Contractor shall perform all the Work required by the Contract Documents for the Ridgway Athletic Park Pavilion Construction Project (the "Project"). The Scope of Services and Timeline is attached hereto as Exhibit A1 and A2.

ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

The construction Work shall be commenced upon written notice to proceed from the Town and completed by November 30, 2020. The time of completion of the Project is further detailed in Article 15.

ARTICLE 3 CONTRACT AMOUNT AND BASIS:

The Owner shall pay the Contractor for the satisfactory performance of the Work. The Contract sum shall be four hundred five thousand, four hundred ninety-four and 00/100 Dollars (\$405,494.00), subject to additions and deletions as provided by approved Change Order(s) as provided in the General Conditions (the "Contract Sum"). The basis of the Contract Sum is further detailed in Exhibit B.

ARTICLE 4 PROGRESS PAYMENTS:

The Owner shall make progress payments on account of the Contract Sum on the basis of the Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in this Contract.



ARTICLE 5

FINAL PAYMENT:

Upon substantial completion of the Project, Contractor shall submit a final request for payment. Upon submission of the final request for payment by the Contractor, Owner shall conduct a thorough inspection of the Project (the "Final Inspection"). Upon completion of the Final Inspection, Owner shall prepare a punch list (the "Punch List") of items to be completed by the Contractor. After completion of the Punch List items, Owner shall publish a notice of final payment in accordance with C.R.S. § 38-26-107 and make a final payment in accordance with C.R.S. § 38-26-107.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS:

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- ☒ Agreement including General Conditions (this document)
- ☐ Special Conditions
- ☐ Specifications
- ☒ Drawings, see Exhibit A1
- ☐ Addenda
- ☒ Change Order template, see Exhibit C
- ☐ Modifications - if any
- ☐ Written Interpretation of OR - if any
- ☒ Notice of Award, see Exhibit D
- ☒ Performance Bond or ☐ Letter of Credit, see Exhibit D
- ☒ Payment Bond or ☐ Letter of Credit, see Exhibit D
- ☒ Notice to Proceed, see Exhibit E
- ☒ Request for Bids, see Exhibit F
- ☒ Contractor's original bid, see Exhibit G; revised schedule, see Exhibit A2; revised budget, see Exhibit B

ARTICLE 7

CONTRACT DOCUMENTS:

- 7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), the Drawings, Change Order template, the Notice of Award, performance and payment bonds, the Notice to Proceed, the Request for Bids, and the original bid as submitted by Contractor along with a revised schedule and budget. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being



necessary to produce the intended results.

- 7.2 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR)

- 8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.
- 8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.
- 8.3 The OR will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 8.4 Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.
- 8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes.
- 8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9

OWNER:

The Owner shall issue all instructions to the Contractor through the OR. The Owner shall not be responsible for the provision of any labor or materials associated with this Work. Owner shall have the authority to supervise, inspect and approve or reject the Contractor's Work, which does not conform to this Agreement or any of the Contract Documents.



ARTICLE 10 CONTRACTOR:

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 10.3 The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it.
- 10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.
- 10.5 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.
- 10.6 The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 10.7 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
- 10.8 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.
- 10.9 In addition to the foregoing; the Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and other related data as identified in Article 7.
 - B. Contractor has visited the site and become familiar with and is satisfied as to the general local, and site conditions that may affect costs, progress, and performance of the Work.



- C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor submitted a Bid dated March 20, 2020 detailing the proposed work and costs of such work, Bid is incorporated into this Contract as Exhibit G. The schedule and budget have been revised based on the Scope of Service in Exhibit A1 and are incorporated into this contract as Exhibit A2: Project Timeline and Exhibit B: Contract Sum.

ARTICLE 11

SUBCONTRACTS:

- 11.1 A Subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.
- 11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of Subcontractors proposed for the principal portions of the Work. Any replacement Subcontractors shall also be furnished to the OR for approval. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12

SEPARATE CONTRACTS AND OWNER WORK:

- 12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.
- 12.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

ARTICLE 13

ROYALTIES AND PATENTS:

Not Applicable

ARTICLE 14

PERFORMANCE AND PAYMENT BONDS:

For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than



100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the Town. The bonds shall be delivered to the Town's Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.

ARTICLE 15

TIME:

- 15.1 All time limits stated in the Contract Documents are of the essence of the Contract. Failure to complete the Project by November 30, 2020 (the "Completion Date") shall subject the Contractor to a One Hundred Dollar (\$100.00) a day penalty to be deducted from the Contract Price.
- 15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order. A claim for a delay shall be presented to the OR within forty-eight (48) hours of the commencement of such delay. Whether the Contractor is entitled to an extension of time shall be determined at the sole discretion of the Owner.

ARTICLE 16

PAYMENTS:

- 16.1 Payments shall be made as provided in Article 4 of this Agreement.
- 16.2 Payments may be withheld on account of (1) defective Work not remedied; (2) claims asserted or evidence which indicates probable assertion of claims; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) damage to another Contractor or Owner; or (5) unsatisfactory prosecution of the Work by the Contractor; (6) penalties assessed against Contractor or Owner for failure of Contractor to comply with state, federal or local laws and regulations; or (7) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to the Contractor.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and



programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the Work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the Owner. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

ARTICLE 18

INDEMNIFICATION AND INSURANCE:

18.1 Indemnification:

The Contractor agrees to indemnify and hold harmless Owner, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of Owner, agrees to pay Owner or reimburse Owner for the defense costs incurred by Owner in connection with, any such liability, claims, or demands. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligation of this Section 18.1 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Owner, its officers, or its employees.

18.2 Insurance:

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 18.1. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 18.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.



- 18.2.1 Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 18.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (A) Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.
 - (B) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - (C) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Paragraph (3) shall be met by each employee of the Contractor providing services to the Owner under this contract.
- 18.2.2 Every policy required above shall be primary insurance and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- 18.2.3 Failure on the part of the Contractor to procure or maintain policies providing the required



coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Owner may immediately terminate this contract, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

18.2.4 Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

18.2.5 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (CRS §24-10-101 *et seq.*) as from time to time amended, or otherwise available to Owner, its officers, or its employees.

ARTICLE 19 CHANGES IN THE WORK:

The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner. The Contract Sum and the Contract Time may be changed only by Change Order. The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the contract documents, or by mutual agreement. Further, any changes will be based strictly upon actual labor involved, and equipment or materials purchased, plus fifteen (15) percent for overhead and profit to the Contractor. Contractor will undertake no additions, deletions or other revisions to the Project, which is not provided for in this Contract unless the Owner and the Contractor have both signed a written Change Order. Contractor may submit to OR a Request for Change Order, on the form provided for as Exhibit C. A Request for Change Order is simply a request and requires OR approval. Contractor shall in no way assume that the submission of a Request for Change Order constitutes OR approval of the requested change.

ARTICLE 20 CORRECTION OF WORK:

20.1. Notice to Cure. If Contractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to correct non-conforming work or defects in the Work, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to its workers, subcontractors or suppliers or is otherwise guilty of a material breach of a provision of this Agreement, and fails within five (5) business days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then



Owner, without prejudice to any rights or remedies, shall have the right to declare a default of this Agreement by Contract and proceed with any remedy available to the owner including contracting with another entity to perform the Work.

- 20.2 Cure Upon Completion. The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 20 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law. This provision is in addition to the Warranty provided in Article 25.

ARTICLE 21

TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a payment for invoiced billings within a thirty-day period, the Contractor may, upon seven days' written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 22

TERMINATION BY THE OWNER:

- 22.1 Termination for Cause. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.
- 22.2 Termination for Convenience. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Cancellation shall be by service of written notice to Contractor's place of business. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make



every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Owner or, at the option of Owner, give Owner the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement, plus (2) such other costs actually incurred by Contractor and approved by Owner, plus (3) ten percent (10%) of the cost of the work referred to in items (1) and (2) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. In no event shall payment due hereunder exceed the amount due in relation to the percentage of completion of the Project.

ARTICLE 23

OWNERSHIP:

- 23.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the Town of Ridgway. Any furnished materials shall remain the property of the Town of Ridgway. All such items shall be delivered to the Town of Ridgway in usable condition after completion of the work, and prior to submission of the invoice for payment.
- 23.2 Any materials excavated from the project site shall be used on the project where possible. The Town reserves the right to maintain possession of any unused excavated materials at the Town's discretion.

ARTICLE 24

HAZARDOUS MATERIALS:

Contractor shall not cause or permit "Hazardous Materials" (as defined herein) to be brought, kept or used in or about the Project except to the extent such Hazardous Materials: (i) are necessary for prosecution of the Work; (ii) are required by this Agreement; and (iii) have been approved in writing by Contractor and Owner. Hazardous Materials allowed on the Project shall be used, stored and disposed of in compliance with all laws relating to such Hazardous Materials. Unused or surplus Hazardous Materials, as well as other Hazardous Materials placed, released or discharged on the Project by Contractor or its employees, agents, suppliers or subcontractors, shall be removed from the Project at the earlier of: (i) completion of the Work requiring the use of Hazardous Materials; (ii) completion of the Work as a whole or (iii) within twenty-four (24) hours of Contractor's demand for removal. The removal shall be undertaken by Contractor at its sole cost and expenses and shall be performed in accordance with all laws.



Damage to the Project or any adjacent property resulting from improper use, or any discharge or release, of Hazardous Materials shall be remedied by Contractor at its sole cost and expense, and in compliance with all laws. Contractor shall indemnify Owner for any and all damage, without limitation arising from the use, or misuse of Hazardous Materials.

Contractor shall immediately notify Contractor of any release or discharge of Hazardous Materials on the Project. The term "Hazardous Materials" means any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (19 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law, including but not limited to petroleum asbestos and PCB's.

ARTICLE 25

WARRANTY:

Contractor warrants to Owner that all materials (excepting the materials provided by Owner) and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and shall be in conformance with this Contract.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Article 25 shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement. Contractor hereby expressly warrants its work for a period of two (2) years from the date of acceptance by Owner of Contractor's work, or from the date of the Final Payment, whichever is later in time. In the event that during the express warranty period, any faulty or defective materials, excepting materials provided by Owner under this Agreement, or faulty or defective workmanship is discovered, Owner may give written notice thereof to Contractor with the request that Contractor immediately repair or remedy such defects and any and all damages caused by such defects at the sole cost and expense of Contractor. Contractor covenants that it shall commence and pursue diligently the repair and remedy of such defects and resultant damage within ten (10) business days after receipt of said notice. In the event that Contractor fails to commence such corrective work within said period, or fails to diligently pursue to completion such corrective work, then, the Owner may correct or repair the work, with reimbursement to be made to Owner within ten (10) days of Contractor's receipt of Owner's invoice of reasonable costs, fees, expenses related to correction of the work.

ARTICLE 26

COVID-19 PROTECTIONS AND RELEASE:

COVID 19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal authorities and the State of Colorado recommend social distancing to prevent the spread of COVID-19. Contracting COVID-19 can lead to severe illness, personal injury, permanent disability, and death.



Contractor shall be responsible for all employees and Subcontractors adhering to all CDC, State of Colorado, Ouray County and Town of Ridgway laws, orders and guidelines regarding industry compliance for COVID 19 prevention and protection. Further the Town assumes no liability and shall not be responsible for the outbreak or spread of COVID-19 or other illness at the Project.

ARTICLE 27

MISCELLANEOUS PROVISIONS:

- A. **Bankruptcy.** In the event that Contractor declares bankruptcy, or any similar event such as the appointment of a receiver for Contractor or upon Contractor making an assignment for the benefit of creditors, or if Contractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Owner may, absent any applicable legal limitation, terminate this Agreement upon giving two (2) business days written notice, by certified mail, to Contractor, its trustee, and its surety, if any.
- B. **Compliance.** The Contractor shall comply with all applicable safety precautions used in the industry or imposed by applicable laws and regulations in order to adequately protect the Project and avoid injury and damage to persons or property. The Contractor shall be solely responsible for any damage to persons or property resulting from Contractor's failure to exercise safety precautions, negligence or misconduct of Contractor or Contractor's employees, agents, subcontractors and suppliers. Contractor shall notify Owner within twenty-four (24) hours of the occurrence of any injury or property which may occur on the Project. Contractor accepts sole responsibility for providing a safe place to work for its employees, for adequacy of and required use of all safety equipment and for full compliance with the any applicable laws and regulations.
- C. **Law and Venue.** This Agreement is governed by the laws of the State of Colorado. Venue is proper in Ouray County District Court.
- D. **Assignment.** Contractor shall not assign this Agreement. The provisions of this Agreement are binding on the heirs, successors or assignees of the parties.
- E. **Independent Contractor.** Both parties expressly agree and acknowledge that Contractor is an independent contractor and this Agreement shall not be construed in any way to create any type of employee/employer relationship, master/servant relationship, partnership or joint venture.
- F. **Additional Remedies.** The rights and remedies available under this Agreement shall be in addition to any rights and remedies allowed by law.
- G. **Waiver.** Failure to enforce any provision of this Agreement on account of any breach thereof, shall not be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.
- H. **Survival.** This Agreement shall remain in full force and effect and survive following final payment and



completion of the Project.

- I. **Amendment.** This Agreement shall only be amended in writing signed by both parties.
- J. **Costs and Attorneys Fees.** In the event of any dispute, including but not limited to litigation, arbitration or mediation, the prevailing party shall be entitled to receive all reasonable costs, including reasonable attorneys' fees.

ARTICLE 28

PUBLIC CONTRACT FOR SERVICES:

Contractor qualifies as a "Contractor" pursuant to C.R.S. § 8-17.5-101(2) and the Contractor here by certifies that, as of the date hereof:

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)



- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

OWNER: Town of Ridgway

BY: _____ DATE: _____

TITLE: _____

CONTRACTOR: Kuboske Construction, LLC

BY: _____ DATE: _____

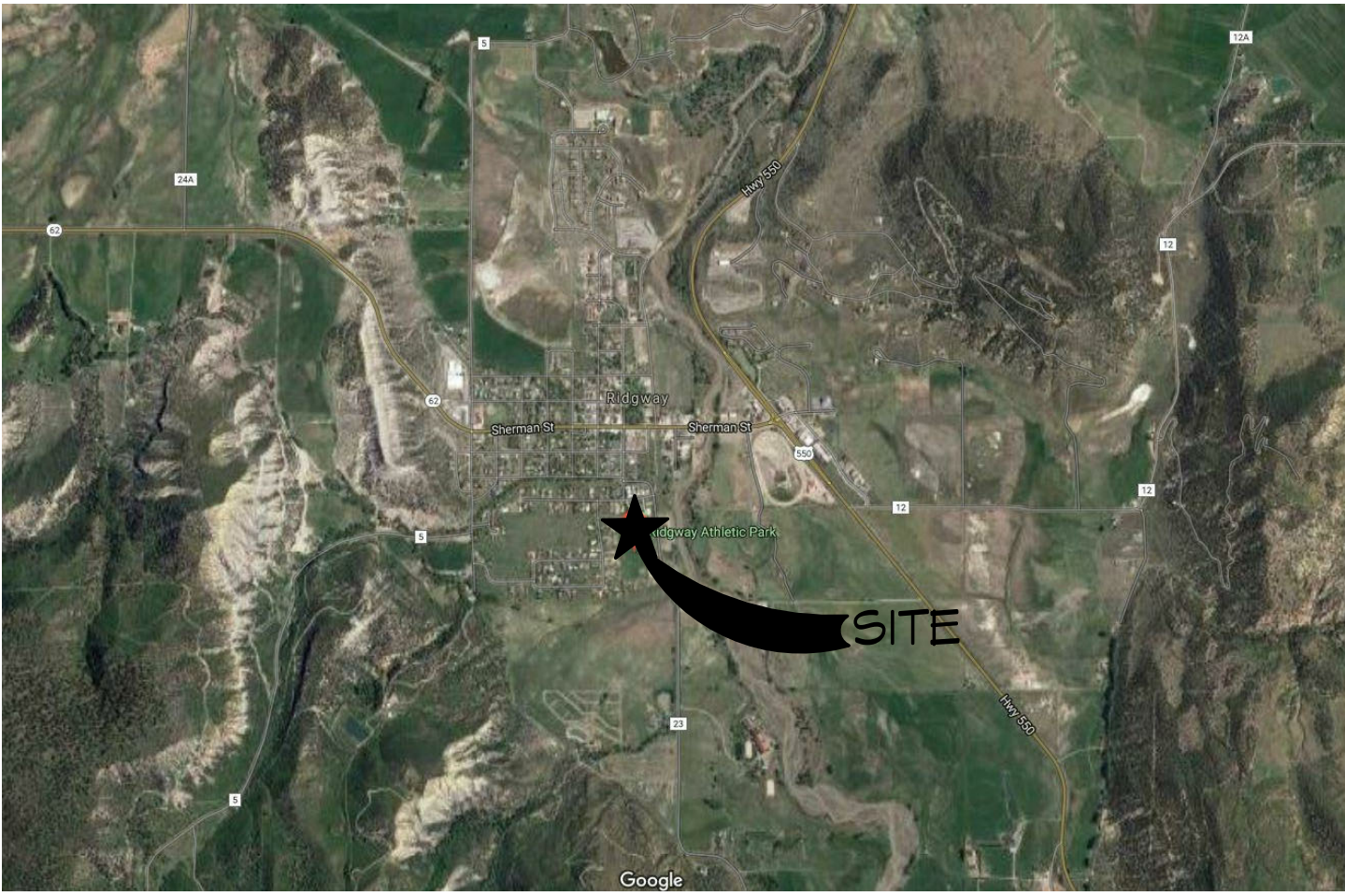
TITLE: _____



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

EXHIBIT A1
SCOPE OF SERVICES

SITE VICINITY MAP



PROJECT DATA

GROSS FLOOR AREAS	
CONCESSION	128 SF
EQUIPMENT STORAGE	538 SF
TOTAL	666 SF
UNCONDITIONED DECK SPACE	2,212 SF
OCCUPANCY GROUPS:	S-2 A-5 B
CONSTRUCTION TYPE:	V-B

PROPERTIES LEGAL DESCRIPTION:
SOLAR RANCHES #2B OUTLOT A

RIDGWAY ATHLETIC
PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432



REYNOLDS ASH
+ ASSOCIATES

ARCHITECTURE
ENGINEERING

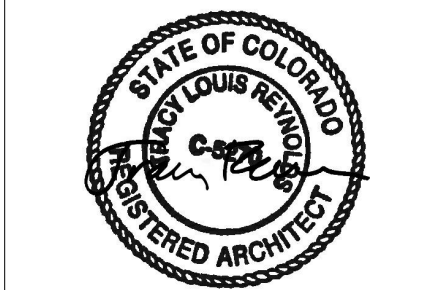
1140 MAIN AVE, STE. B
DURANGO, CO 81301
(970) 259-7494
FAX (970) 259-7492

262 PAGOSA STREET, STE. 200
P.O. BOX 96
PAGOSA SPRINGS, CO 81447
(970) 264-6884

RA-AE.COM

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RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

ABBREVIATIONS

A.B.	ANCHOR BOLT	I.D.	INSIDE DIAMETER
ACT	ACOUSTICAL CEILING TILE	INSUL.	INSULATION
A.F.F.	ABOVE FINISHED FLOOR	INT.	INTERIOR
AGGR.	AGGREGATE	JAN.	JANITOR
AL.	ALUMINUM	JNT.	JOINT
ALT.	ALTERNATE	JST.	JOIST
APPROX.	APPROXIMATE	KIT.	KITCHEN
ARCH.	ARCHITECTURAL	LAB.	LABORATORY
BD.	BOARD	LAM.	LAMINATE
BL.D.S.	BUILDING	LAV.	LAVATORY
BLK.	BLOCK	LT.	LIGHT
BLK'S.	BLOCKING	MAX.	MAXIMUM
BM.	BEAM	MECH.	MECHANICAL
BOT.	BOTTOM	MEMB.	MEMBRANE
BTWN.	BETWEEN	MFR.	MANUFACTURER
B.U.R.	BUILT UP ROOFING	M.H.	MANHOLE
B.W.	BOTH WAYS	MIN.	MINIMUM
C.J.	CONTROL JT.	MISC.	MISCELLANEOUS
CLG.	CEILING	M.O.	MASONRY OPENING
CLKG.	CAULKING	MTL.	METAL
CLR.	CLEAR	MUL.	MULLION
C.M.U.	CONCRETE MASONRY UNIT	N.	NORTH
COLL.	COLUMN	N.I.C.	NOT IN CONTRACT
CONC.	CONCRETE	NO.	NUMBER
CONN.	CONNECTION	NOM.	NOMINAL
CONSTR.	CONSTRUCTION	N.T.S.	NOT TO SCALE
CONT.	CONTINUOUS		
C.T.	CERAMIC TILE		
C.O.A.	CENTER OF ARCH		
DES.	DEGREE	O.C.	ON CENTER
DET./DTL.	DETAIL	O.D.	OUTSIDE DIAMETER
D.F.	DRINKING FOUNTAIN	OH.	OVERHEAD
DIAG.	DIAGONAL	OPG.	OPENING
DIA. Ø	DIAMETER	OPP.	OPPOSITE
DN.	DOWN	PCT.	PRE-CAST
DS.	DRAWING	P.L.	PROPERTY LINE
DWG.	DRAWING	P.LAM.	PLASTIC LAMINATE
E	EAST	PLAS.	PLASTER
(E)	EXISTING	PLYND.	PLYWOOD
EA.	EACH	FR.	FAIR
E.J.	EXPANSION JOINT	Q.T.	QUARRY TILE
E.I.F.S.	EXTERIOR INSULATION AND FINISH SYSTEM		
EL./ELEV.	ELEVATION	R.	RISER
ELEC.	ELECTRICAL	R.D.	ROOF DRAIN
ELEV.	ELEVATION	RE.	REFER TO ...
EMER.	EMERGENCY	REFR.	REFRIGERATOR
ENCL.	ENCLOSURE	REINF.	REINFORCED
EQ.	EQUAL	REQ'D.	REQUIRED
EQUIP.	EQUIPMENT	RM	ROOM
E.V.	EACH WAY	R.O.	ROUGH OPENING
E.W.C.	ELECTRIC WATER COOLER		
EXP.	EXPANSION	S.	SOUTH
EXT.	EXTERIOR	S.G.	SOLID CORE
F.A.	FIRE ALARM	S.G.	SCHEDULE
F.D.	FLOOR DRAIN	SECT.	SECTION
F.D.C.	FIRE DEPARTMENT CONNECTION	S.F.	SQUARE FOOT
FDN.	FOUNDATION	SHT.	SHEET
F.E.	FIRE EXTINGUISHER	SH.	SIMILAR
F.E.C.	FIRE EXTINGUISHER CABINET	S.P.	SPRING POINT
F.F.	FINISH FLOOR	SPEC.	SPECIFICATION
F.H.C.	FIRE HOSE CABINET	SQ. OR □	SQUARE
FIN.	FINISH	S.S.	STAINLESS STEEL
F.L.	FLOW LINE	SEE S.D.	SEE STRUCTURAL DRAWINGS
FLR.	FLOOR	STAGG.	STAGGERED
FLUOR.	FLUORESCENT	STD.	STANDARD
FND.	FOUNDATION	STIFF	STIFFENER
F.O.B.	FACE OF BRICK	STL.	STEEL
F.O.C.	FACE OF CONCRETE	STRUC.	STRUCTURAL
F.S.	FULL SIZE	SUSP.	SUSPENDED
FT.	FOOT OR FEET		
FTG.	FOOTING	TR	TREAD
FURR.	FURRING	T & B	TOP AND BOTTOM
GA.	GAUGE	TER.	TERRAZZO
GALV.	GALVANIZED	T & G	TONGUE & GROOVE
G.C.	GENERAL CONTRACTOR	THK.	THICK
G.L.	GLASS	T.O.	TOP OF
GR.	GRADE	T.S.	TUBE STEEL
GYP.	GYPSON	TYP.	TYPICAL
GYP. BD.	GYPSON BOARD	U.N.O.	UNLESS NOTED OTHERWISE
H.B.	HOSE BIBB	V.G.T.	VINYL COMPOSITION TILE
H.C.	HOLLOW CORE	VER.	VERIFY
H/C	HANDICAPPED	VERT.	VERTICAL
HDWD.	HARDWARE		
HDNE.	HARDWARE	W	WEST
H.M.	HOLLOW METAL	W/	WITH
HORIZ.	HORIZONTAL	W.C.	WATER CLOSET
HR.	HOUR	WD.	WOOD
HT.	HEIGHT	W/O	WITHOUT
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	℄	CENTERLINE

NOTE: Clarify with Architect any abbreviations not listed.
Some abbreviations on list may not be used in project.

PROJECT DIRECTORY

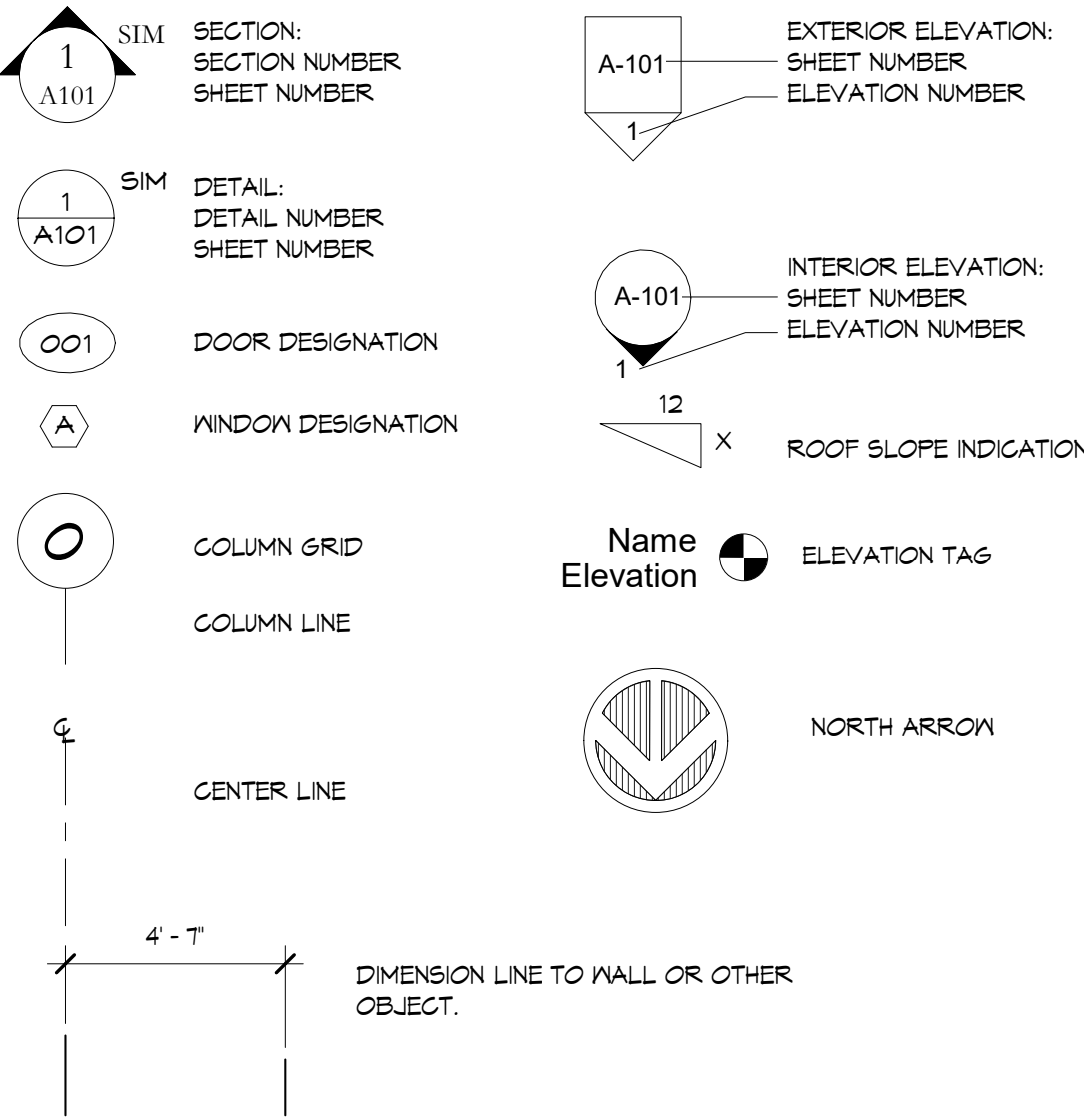
OWNER CONTACT:
TOWN OF RIDGWAY
SHAY COBURN - TOWN PLANNER
201 N. RAILROAD STREET
RIDGWAY, COLORADO 81432
(970) 626-5908 ext. 222

ARCHITECT:
REYNOLDS ASH + ASSOCIATES
ELIZABETH BOONE
1140 MAIN AVENUE, SUITE B
DURANGO, CO 81301
(970) 259-9474

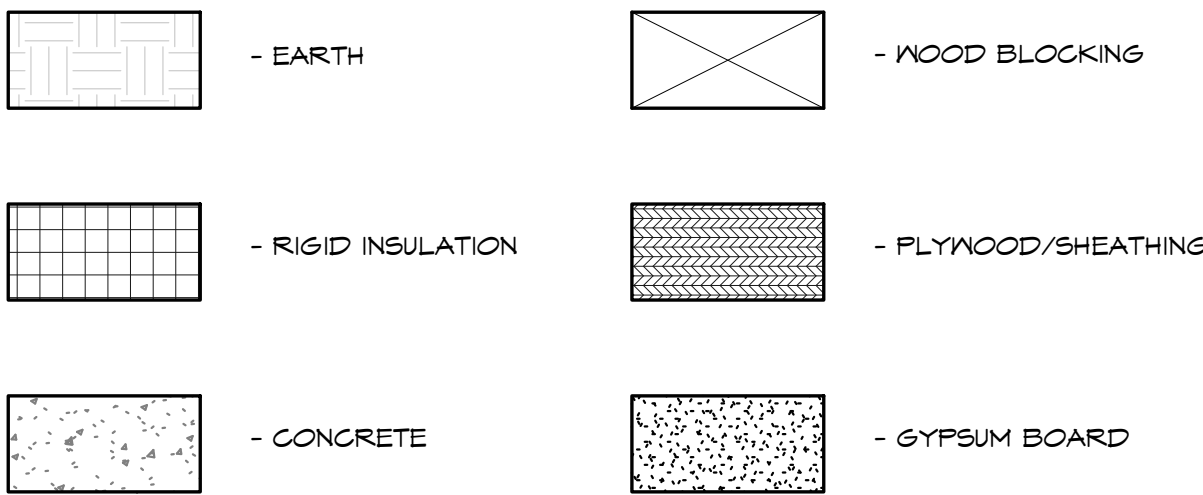
STRUCTURAL ENGINEER:
REYNOLDS ASH + ASSOCIATES
TRACY REYNOLDS
1140 MAIN AVENUE, SUITE B
DURANGO, CO 81301
(970) 259-9474

SURVEYOR:
ORION SURVEYING LLC
PETER C. SAUER, PLS 38135
23414 UNCOMPAGHRE ROAD
MONTROSE, COLORADO 81403
(970)249-5349

ARCHITECTURAL SYMBOLS



MATERIALS LEGEND



GENERAL NOTES:

I. APPLICABLE CODES:

2018 INTERNATIONAL BUILDING CODE
APPENDICES E, I and J
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE

II. GENERAL/CONTRACT REQUIREMENTS:

A. SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON DRAWINGS AT THE JOB SITE AND SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE JOB.

B. ANY CHANGE WHICH RESULTS IN EXTRA COST SHALL NOT PROCEED WITHOUT WRITTEN AUTHORIZATION BY THE OWNER.

C. SUBCONTRACTOR MUST COMPLY WITH ALL RULES AND REGULATIONS OF AGENCIES HAVING JURISDICTION AND SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL CONSTRUCTION, SAFETY, AND SANITARY LAWS, CODES, STATUTES AND ORDINANCES.

D. ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED. EACH TRADE WILL PROCEED IN A FASHION THAT WILL NOT DELAY THE TRADES WORKING SIMULTANEOUSLY OR FOLLOWING THEM.

E. ALL WORK AND MATERIALS SHALL BE GUARANTEED AGAINST DEFECTS FOR A PERIOD OF AT LEAST ONE (1) YEAR FROM APPROVAL FOR FINAL PAYMENT.

III. PROJECT LAYOUT REQUIREMENTS:

A. DO NOT SCALE DRAWINGS - DIMENSIONS GOVERN. LARGER SCALE DRAWINGS SHALL GOVERN SMALLER SCALE DRAWINGS.

B. DIMENSIONING IS AS FOLLOWS, UNLESS OTHERWISE NOTED:

CENTERLINE OF COLUMNS
FACE OF CONCRETE
FACE OF MASONRY
EXTERIOR FACE OF STUD AT EXTERIOR WALLS
FACE OF STUD AT INTERIOR STUD WALLS
CENTER OF WINDOW AND DOOR OPENINGS

C. ALL FINISH FLOOR ELEVATIONS ARE TO TOP OF SLAB OR TOP OF SHEATHING, U.N.O.

D. ALL STEPS SHALL HAVE 1" MAXIMUM RISERS AND 11" MINIMUM TREADS U.N.O OR SPECIFIED DIFFERENTLY ON THE DRAWINGS.

E. ALL INTERIOR FEATURES SHOWN ARE CONCEPTUAL. VERIFY SHAPE, HEIGHT, AND DISTANCE OFF FINISH FLOOR WITH OWNER AND ARCHITECT AT CONSTRUCTION PHASE.

IV. LIFE SAFETY REQUIREMENTS:

A. SAFETY GLAZING SHALL BE PROVIDED IN THE FOLLOWING LOCATIONS:

GLAZING IN SWINGING DOORS
GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOORS
GLAZING IN DOORS AND ENCLOSURES FOR SHOWERS, BATHTUBS, HOT TUBS, WIRLPOOLS, ETC.
GLAZING IN INDIVIDUAL FIXED OR OPERABLE PANELS ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24 INCH ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE THE WALKING SURFACE.
GLAZING MEETING ALL OF THE FOLLOWING:
1. EXPOSED AREA, 9 S.F.
2. EXPOSED BOTTOM EDGE LESS THAN 18 INCHES ABOVE THE FLOOR
3. EXPOSED TOP EDGE GREATER THAN 36 INCHES ABOVE THE FLOOR.
4. ONE OR MORE WALKING SURFACES WITHIN 36 INCHES HORIZONTALLY OF THE GLAZING.
GLAZING IN GUARDRAILS AND RAILINGS.
GLAZING ADJACENT TO STAIRWAYS OR RAMPS.

V. PROJECT CONSTRUCTION REQUIREMENTS:

A. ALL FRAMED WALLS SHALL HAVE AN EXTERIOR MOISTURE BARRIER AS FOLLOWS:
TYVEK OR EQUAL AT WOOD SIDING OR HARDI-PLANK SIDING
ONE LAYER 30# FELT AT MASONRY VENEER
TWO LAYERS 15# FELT AT STUCCO

B. ALL WINDOWS SHALL BE FLASHED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS

C. AT MASONRY VENEER, PROVIDE FLEXIBLE MEMBRANE FLASHING AT THE BASE OF ALL WALLS AND AT WINDOW AND DOOR HEADS. PROVIDE PVC KEEPS AT 24 INCHES O.C. DIRECTLY ABOVE THE FLASHING.

VI. PROJECT WORKMANSHIP:

A. ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE, TRUE AND IN PROPER ALIGNMENT.

B. ALL MATERIALS SHALL BE NEW, UNUSED AND OF THE HIGHEST QUALITY IN EVERY RESPECT, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

C. THERE SHALL BE NO SUBSTITUTION OF MATERIALS WHERE A MANUFACTURER IS SPECIFIED. WHERE THE TERMS "EQUAL TO" OR "APPROVED EQUAL" ARE USED, THE ARCHITECT SHALL DETERMINE EQUALITY BASED ON INFORMATION SUBMITTED BY THE SUBCONTRACTOR.

D. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING REQUIRED FOR HIS WORK.

E. SUBCONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH. PREMISES TO BE SWEPT CLEAN DAILY OF RELATED CONSTRUCTION DEBRIS. AT THE COMPLETION OF THE WORK, LEAVE THE JOB SITE FREE OF ALL MATERIALS AND BROOM CLEAN.

F. PATCH ALL AREAS WHERE FLOOR IS NOT LEVEL OR TRUE PRIOR TO THE INSTALLATION OF FLOORING OR CARPETING.

DRAWING INDEX

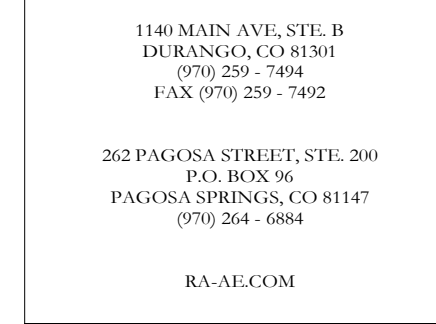
01.GENERAL	COVER SHEET
6-101	CODE PLAN
02.SITE	
AS-101	SITE PLAN
AS-102	SITE SURVEY
AS-103	SITE PLAN OVERALL
03.LANDSCAPE	
L-101	LANDSCAPE PLAN
ARCHITECTURAL	
A-101	MAIN FLOOR PLAN
A-102	ROOF PLAN
A-103	REFLECTED CEILING PLAN
A-201	EXTERIOR ELEVATIONS
A-202	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	WALL SECTIONS
STRUCTURAL	
S-201	FOUNDATION PLAN
S-202	FOUNDATION DETAILS
S-301	MAIN FLOOR FRAMING PLAN
S-302	ROOF FRAMING PLAN

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: RA+A

ISSUE RECORD:
2020-02-24 PERMIT SET

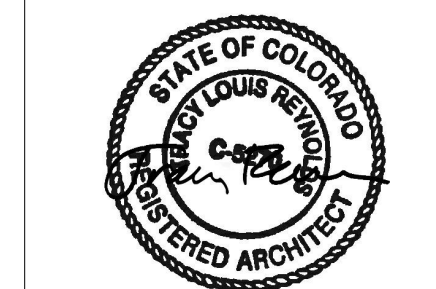
REVISIONS:

G-101
COVER SHEET



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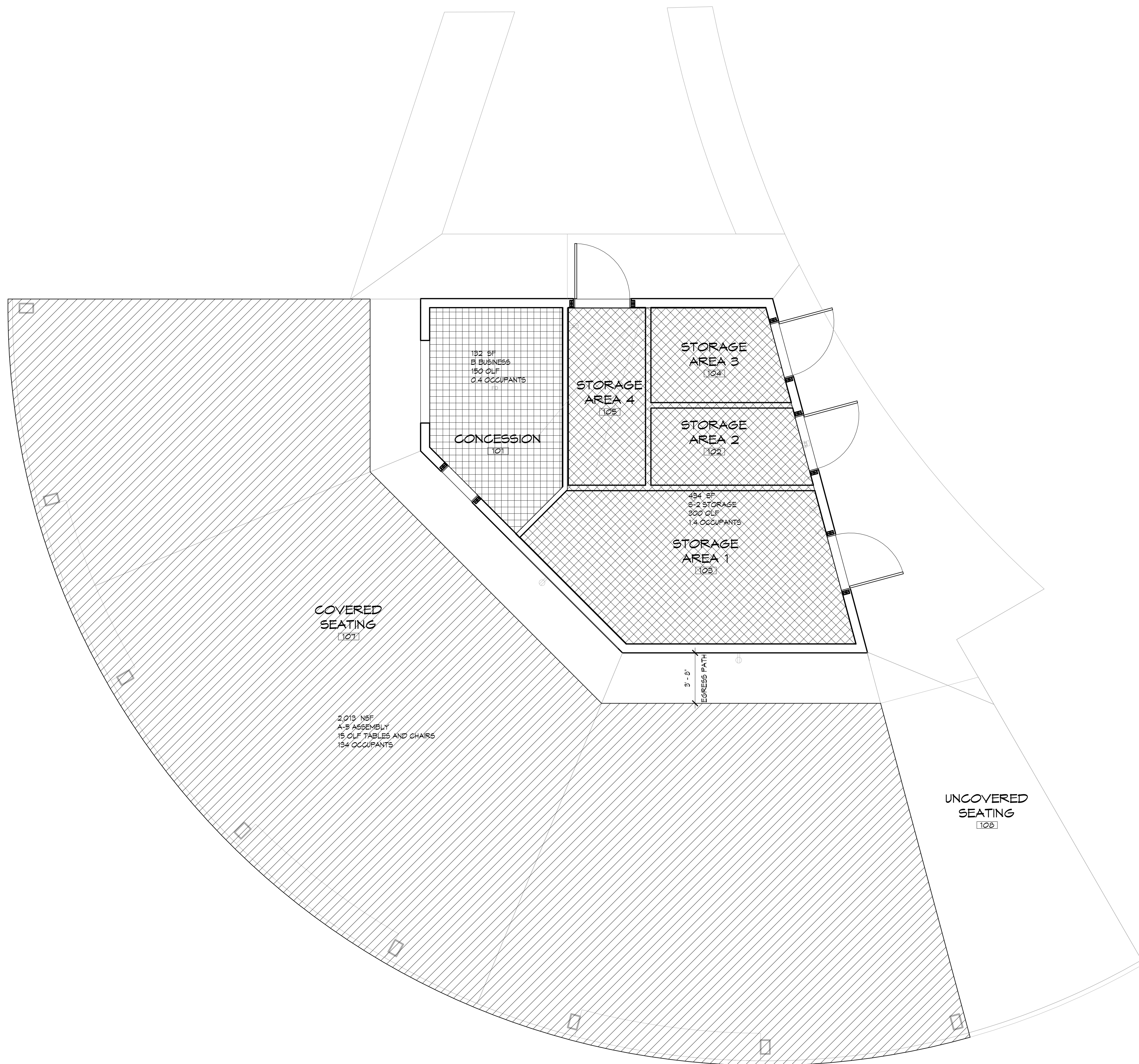
JOB. NO.: 1917
DATE: 2020-02-20
DRAWN BY: RA+AA

ISSUE RECORD:
2020-02-24 PERMIT SE

REVISIONS:

G-102

CODE PLAN



APPLICABLE CODES:
 2018 INTERNATIONAL BUILDING CODE
 APPENDICES E, I and J
 2018 INTERNATIONAL MECHANICAL CODE
 2018 INTERNATIONAL PLUMBING CODE
 2018 NATIONAL ELECTRIC CODE
 2018 INTERNATIONAL FIRE CODE
 2018 INTERNATIONAL ENERGY CONSERVATION CODE

OCCUPANCY GROUPS:
B: BUSINESS (LESS THAN 50 OCCUPANTS)
*S-2: NON-COMBUSTABLE STORAGE
*A-5: ASSEMBLY OUTDOOR VEINING

*NON SEPARATED USES WITHIN ALLOWABLE AREA OF THE MOST RESTRICTIVE

CONSTRUCTION TYPE:
V-B NON SPRINKLERED

ALLOWABLE AREAS/HEIGHTS:

B = 9,000 SF PER FLOOR, 2 STORIES, 40' MAX HEIGHT
 *A-5 = UNLIMITED SF PER FLOOR, UNLIMITED STORIES, 40' MAX HEIGHT
 *S-2 = 13,500 SF PER FLOOR, 2 STORIES, 40' MAX HEIGHT

TOTAL AGGREGATE AREA = 2,872 GSF

TOTAL STORIES = 1 ABOVE GRADE

TOTAL HEIGHT: 18'-3" FROM GRADE PLANE

FIRE RESISTANCE REQUIREMENT FOR BUILDING ELEMENTS (TABLE 601):

TYPE V-B:

STRUCTURAL FRAME: 0
BEARING WALLS (EXT): 0
BEARING WALLS (INT.): 0
NON-BEARING WALLS (INT.): 0
FLOOR CONSTRUCTION: 0
ROOF CONSTRUCTION: 0

FIRE RESISTANCE REQUIREMENT FOR EXTERIOR WALLS (TABLE 602):

FIRE SEPARATION $5 < X < 10'$: 1
 FIRE SEPARATION $10 < X < 30'$: 0
 FIRE SEPARATION $X < 30'$: 0

**NO EXTERIOR WALL FIRE PROTECTION REQUIRED PER SECTION 705.8

MAXIMUM AREA OF EXTERIOR WALL OPENINGS:
NORTH, EAST, SOUTH, WEST : UNLIMITED OPENINGS WALLS > THAN 30' FROM PROPERTY LINE

FIRE PROTECTION SYSTEMS:
NOT REQUIRED PER SECTION 903.2.1.5

BUILDING AREAS OCCUPANT LOAD: (TABLE 1004.1.2)

USE	NET	OCC. FACTOR	OCCUPANTS
COVERED SEATING	2,013 SF	14	134.4
STORAGE	434 6SF	300	1.4
CONSESSION	132 6SF	150	0.4
TOTAL			136.2

MEANS OF EGRESS:

EGRESS WIDTH REQUIRED:

MAIN FLOOR = 136.2 OCCUPANTS X .3" PER OCCUPANT = 40.8"
MAX COMMON PATH SPACES WITH 1 EXIT (TABLE 1006.2.1) = 100'
MAX TRAVEL DISTANCE (TABLE 1017.2) = 200'

MEANS OF EGRESS IDENTIFICATION: ILLUMINATED EXIT SIGNS REQUIRED AT EACH EXIT - SEE ELECTRICAL

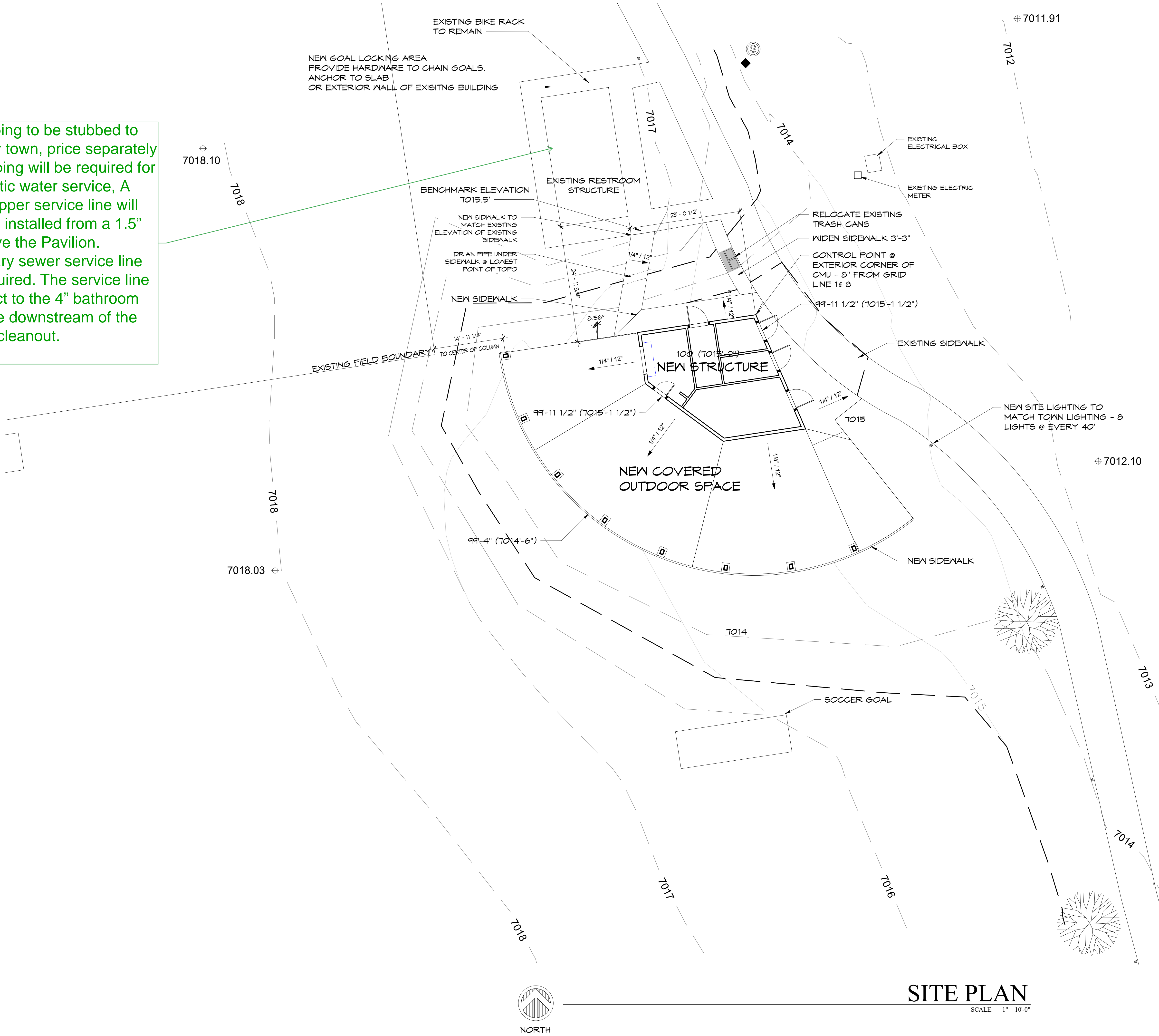
RESTROOM REQUIREMENTS: (PER TABLE 2902.1)


FIXTURES REQUIRED:

A-5 OCC. :	136.2 OCCUPANTS		
	WOMEN P.C.	1 PER 40 = 2	2 (1 ADA)
	MEN P.C.	1 PER 75 = 1	2 (1 ADA)
	WOMEN LAV.	1 PER 150 = 1	1 ADA
	MEN LAV.	1 PER 200 = 1	1 ADA
	DRINKING FOUNTAIN	1 PER 1,000 = 1	1
	SERVICE SINK	= 1	1

W.C., LAV., AND DRINKING FOUNTIAN PROVIDED IN EXISITNG ADJACENT BUILDING ON SAME LOT

203 Plumbing to be stubbed to building by town, price separately
Copper piping will be required for the domestic water service, A new ¾" copper service line will need to be installed from a 1.5" line to serve the Pavilion.
A 4" sanitary sewer service line will be required. The service line will connect to the 4" bathroom service line downstream of the bathroom cleanout.





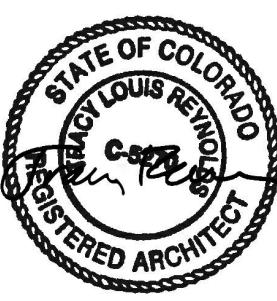
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+ ASSOCIATES**

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STATE OF COLORADO
REGISTERED ARCHITECT

RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: RA+A

ISSUE RECORD:
2020-02-24 PERMIT SET

REVISIONS:

AS-101

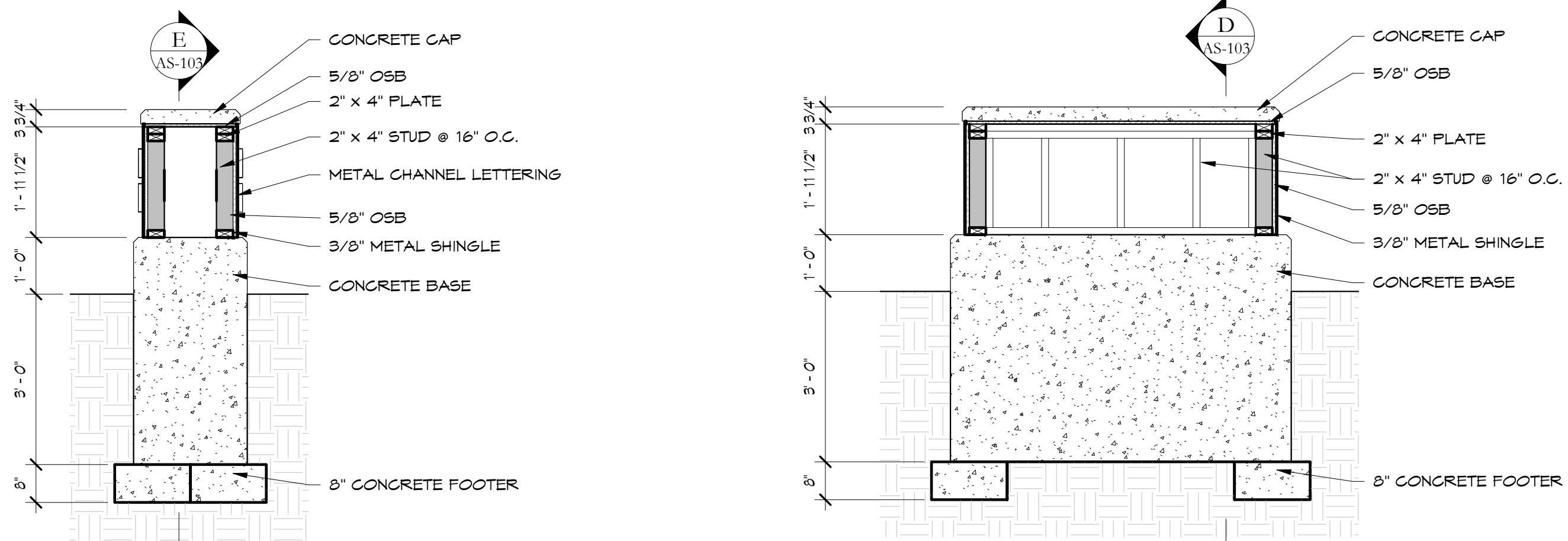
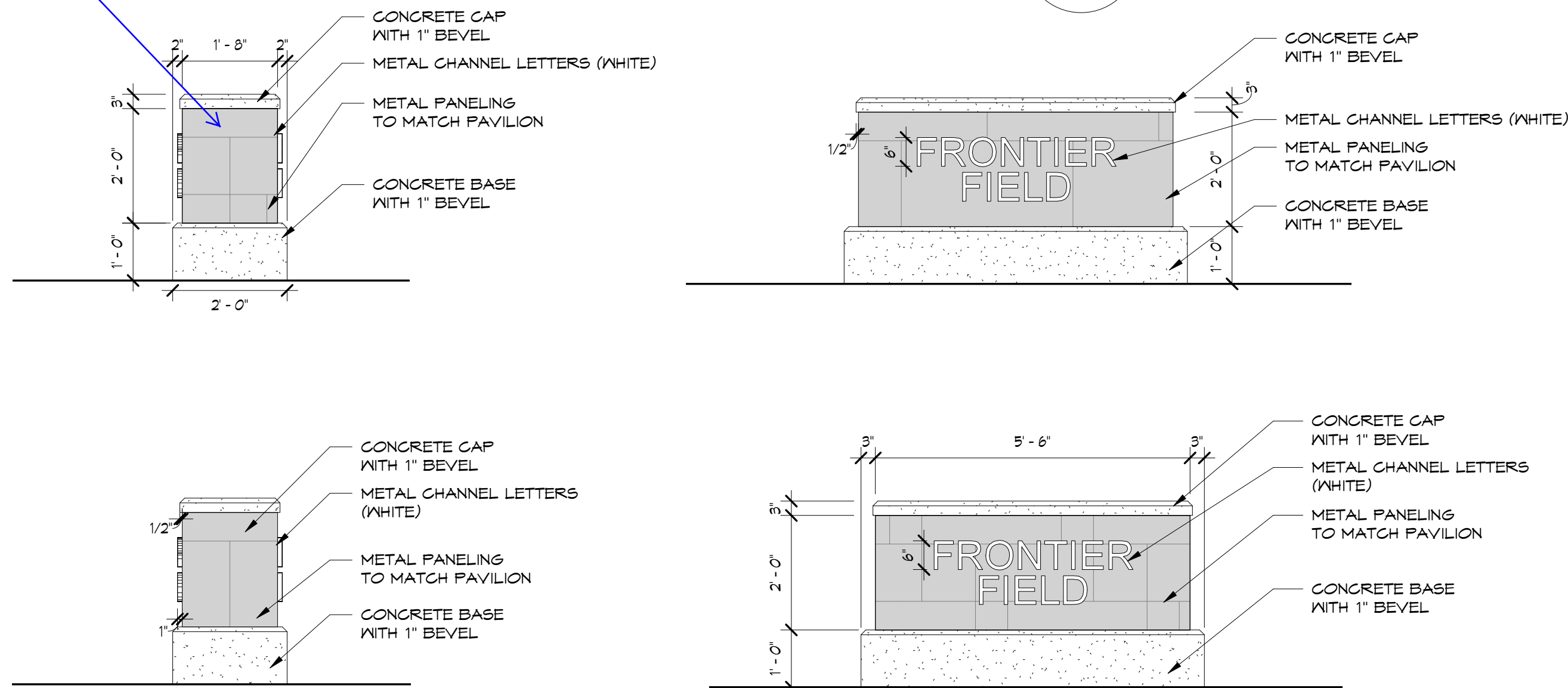
SITE PLAN

015 Change from metal shingles to Propanel

MONUMENT SIGN PLAN C

SCALE: 1/2" = 1'-0"

AS-103



MONUMENT SIGN SECTION 1 D

SCALE: 1/2" = 1'-0"

AS-103

MONUMENT SIGN SECTION 2 E

SCALE: 1/2" = 1'-0"

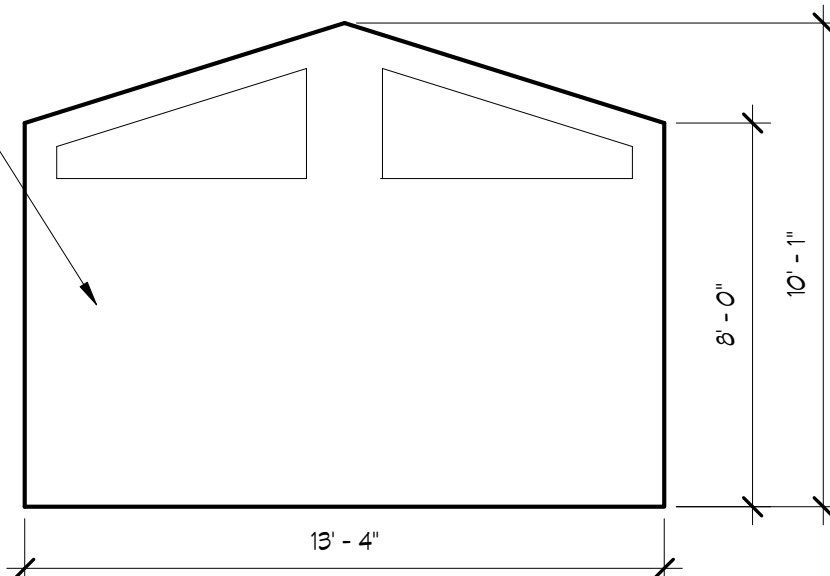
AS-103

001 Reroof existing restroom with Propanel

202 ADA upgrades (replace mirrors and add vertical grab bars) to be completed by Town, price separately

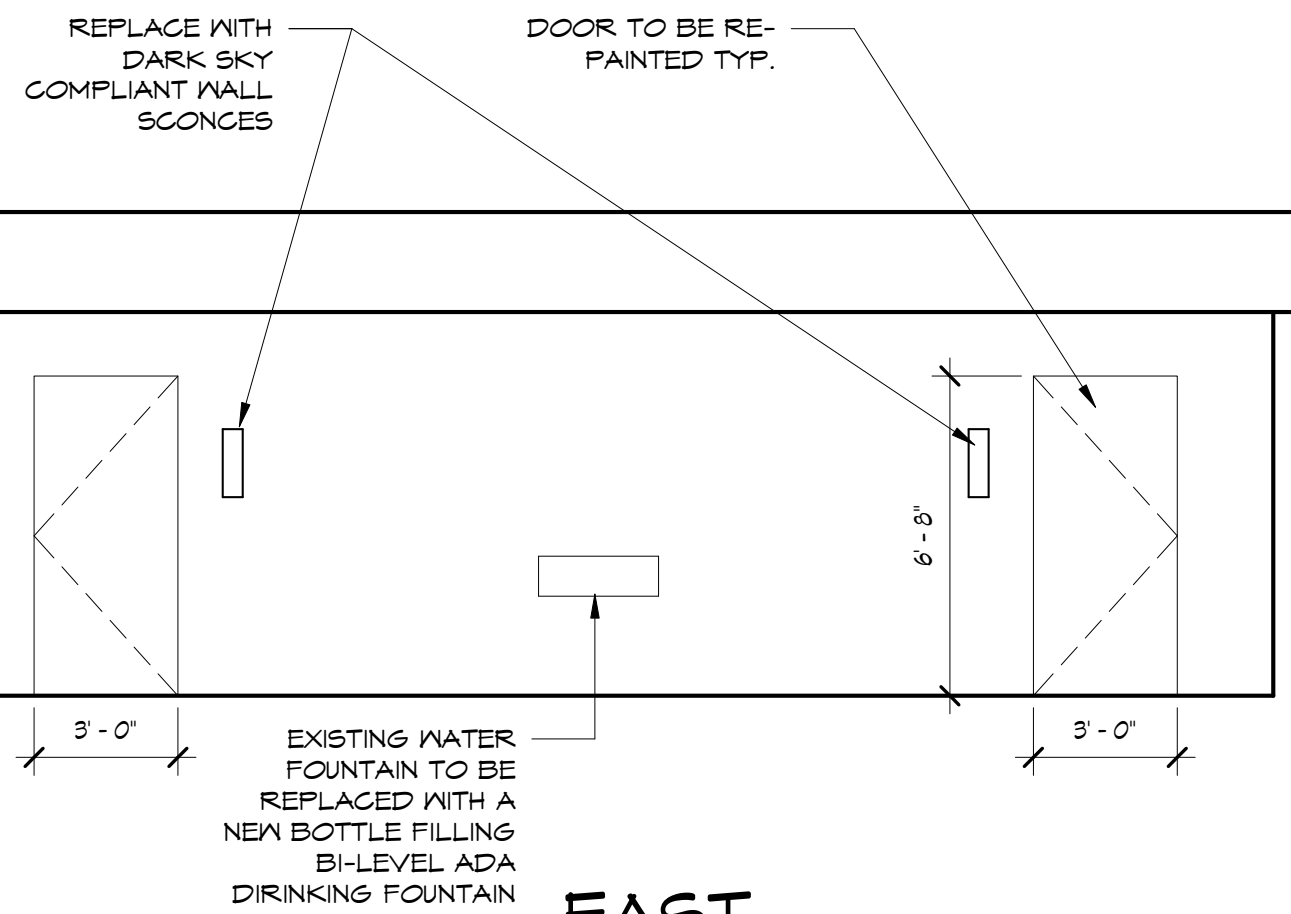
EXISTING RESTROOM TO BE RE-CLAD IN RUSTED CORRUGATED SIDING

- NOTE:
1. PROVIDE THE OWNER PRICING FOR REPLACEMENT OF THE ROOF WITH METAL STANDING SEAM AS AN ALTERNATE
 2. REPLACE 2 MIRRORS OVER VANITY WITH ADA COMPLIANT MIRRORS
 3. ADD A VERTICAL GRAB BAR IN THE 2 ADA STALLS
 4. NEW DRINKING FOUNTAIN:
MANUFACTURE - ELKAY
MODEL - L25TL9WSGP
DESCRIPTION - BOTTLE FILLING STATIONS AND BI-LEVEL ACCESSIBLE ELECTRIC WATER COOLER

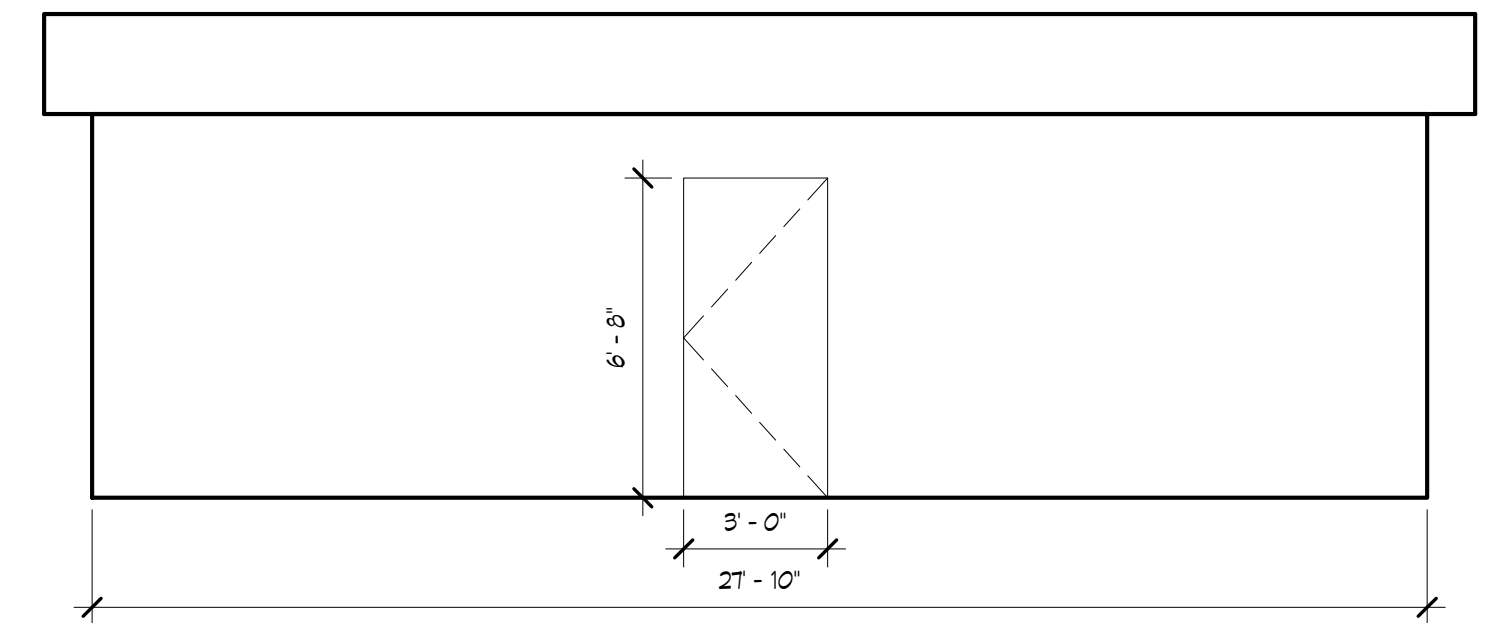


SOUTH / NORTH

202 Town to paint restroom (as budget and time allows in 2020, may need to wait until 2021)



EAST

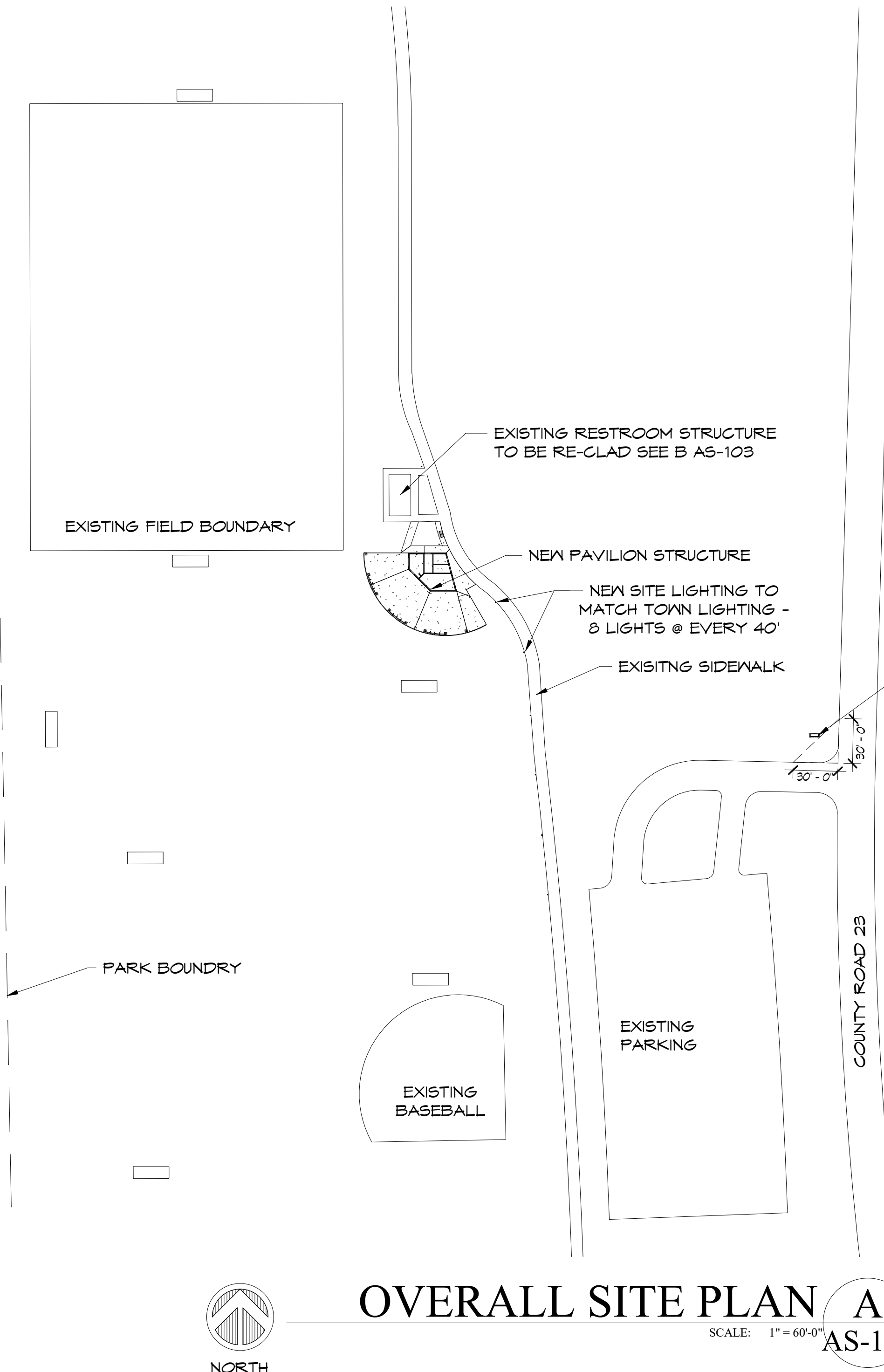


WEST

RESTROOM ELEVATION B

SCALE: 1/4" = 1'-0"

AS-103



OVERALL SITE PLAN A

SCALE: 1" = 60'-0"

AS-103



LIGHT TO BE PROVIDED BY TOWN

CONTRACTOR TO VERIFY REQUIRED FOOTING FOR SITE LIGHTS

EXISTING SIDEWALK LIGHTING IN TOWN OF RIDGWAY BY ATTRACTION LIGHTING, LLC



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RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

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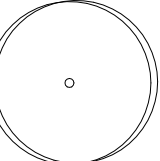
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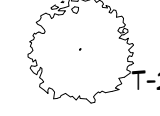
SITE PLAN
OVERALL


PLANT SCHEDULE


T- TREES					TREE NAME QUANTITY
KEY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS	
T-1	2' CAL.	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE		
T-2	1 3/4" CAL.	ACER GINNALA	AMUR MAPLE		
Shade Tree alt. option					LITTLE LEAF LINDEN
Ornamental tree alt. option					PINK DOGWOOD
Ornamental Evergreen option					AUSTRIAN PINE
S- SHRUBS					PLANT NAME QUANTITY
KEY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS	
S-1	5-1 GAL.	BUDDLEIA DAVIDI	BUTTERFLY BUSH		
S-2	5-1 GAL.	POTENTILLA 'JACKMAN'	JACKMAN'S POTENTILLA		
S-3	5 GAL.	GALAMAGOSTIS X ACQUIFLORA 'KARL'	KARL FORESTER REED GRASS		
Large Shrub Alt. Option					GOLDMOUND SPIREA
Large Shrub Alt. Option					SYMPHORICARPOS OROPHILIUS
Ornamental Grass Alt. Option					INDIAN RICE GRASS
G- GROUND COVERS					GROUND COVER TYPE
KEY	DESCRIPTION	REMARKS			
G-1	HYDRONIC MULCHING- NATIVE GRASS	THE LANDSCAPE CONTRACTOR SHALL FINISH GRADE THESE AREAS AND APPLY BY HYDRONIC MULCHING PROCESS OR A MECHANICAL SEED SPREADING PROCESS SUFFICIENTLY TO PROMOTE RAPID SEED GERMINATION.			
G-2	CEDAR MULCHING	CEDAR MULCHING TO BE APPLIED 4" DEEP IN AREAS INDICATED ON PLANS. INSTALL NEED MAT BELOW ALL AREAS TO RECEIVE MULCH.			


PLANT LEGEND

- 

T-1 SHADE TREE--SEE SCHEDULE
- 

T-2 ORNAMENTAL TREE--SEE SCHEDULE
- 

S-1 LARGE SHRUB--SEE SCHEDULE
- 

S-2 LARGE SHRUB--SEE SCHEDULE
- 

S-3 ORNAMENTAL GRASS--SEE SCHEDULE

LANDSCAPE PLAN GENERAL NOTES :

1. LANDSCAPE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK.

2. ALL PLANTINGS, IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FOLLOWING ACCEPTANCE.

3. PROVIDE AUTOMATIC, TIMED, IRRIGATION TO ESTABLISH PLANTS. CONNECT TO EXISTING SYSTEM

4. FOLLOW CITY/COUNTY PRESERVATION AND PLANTING GUIDELINES.

5. PRESERVE ALL EXCAVATED BOULDERS LARGER THAN APPX. 2' FOR LANDSCAPING. VERIFY LOCATIONS OF BOULDERS WITH OWNER OR ARCHITECT.

6. XERISCAPE IS THE INTENTION, PLANT PROVIDER TO VERIFY. SUBSTITUTIONS ALLOWED PER OWNER APPROVAL AND NURSERY EXPERTISE.

7. ALL PLANTINGS TO BE PLANTED IN A DEFINED, EDGED AREA OF MULCH.

8. SPREAD SHREDDED BARK MULCH MINIMUM 4" DEEP.

9. STEEL EDGER, DESIGNED FOR LANDSCAPE APPLICATIONS SHALL SEPARATE SHREDDED BARK MULCH FROM OTHER AREAS.

LANDSCAPE PLAN GENERAL NOTES :

1. PICNIC TABLES: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR THERMOPLASTIC POWDER COATED STEEL, MOUNTED SECURELY TO GROUND. PROVIDE ANCHOR BOLTS IN SLAB AT MANUF. REC. LOCATIONS. COORDINATE WITH OWNER

2. TRASH CAN: EXISTING BEARPROOF BIN TO BE RELOACTED PROVIDE 1/2" DIA. ANCHOR BOLTS AS REQUIRED

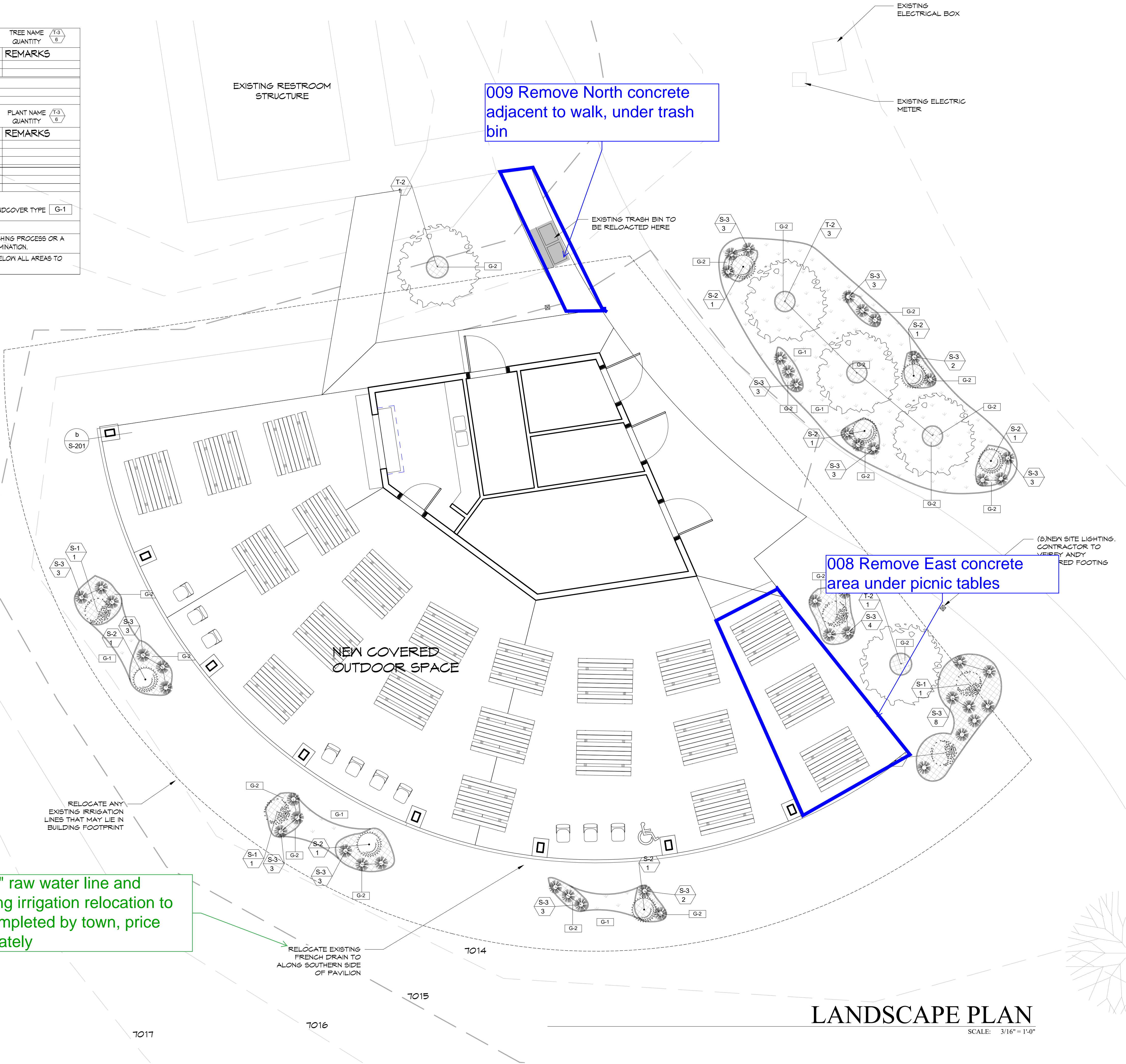
3. BACKFLOW PREVENTER & VALVE PIT CASE - BACKFLOW ARMOR EKONOB0313, PROVIDE 1/2" DIA. ANCHOR BOLTS PER MANUF. SPECIFICATIONS

4. PEDESTRIAN LIGHTING - PER AS - 103 PLACE ON 12" X 52"D. SONATUBE BASE

5. STADIUM SEATS: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR MOUNTED SECURELY TO GROUND. PROVIDE ANCHOR BOLTS IN SLAB AT MANUF. REC. LOCATIONS. COORDINATE WITH OWNER

6. SITE LIGHTING: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR. CONTRACTOR TO VERIFY ANY REQUIRED FOOTING

201 4" raw water line and existing irrigation relocation to be completed by town, price separately





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RIDGWAY ATHLETIC PAVILION

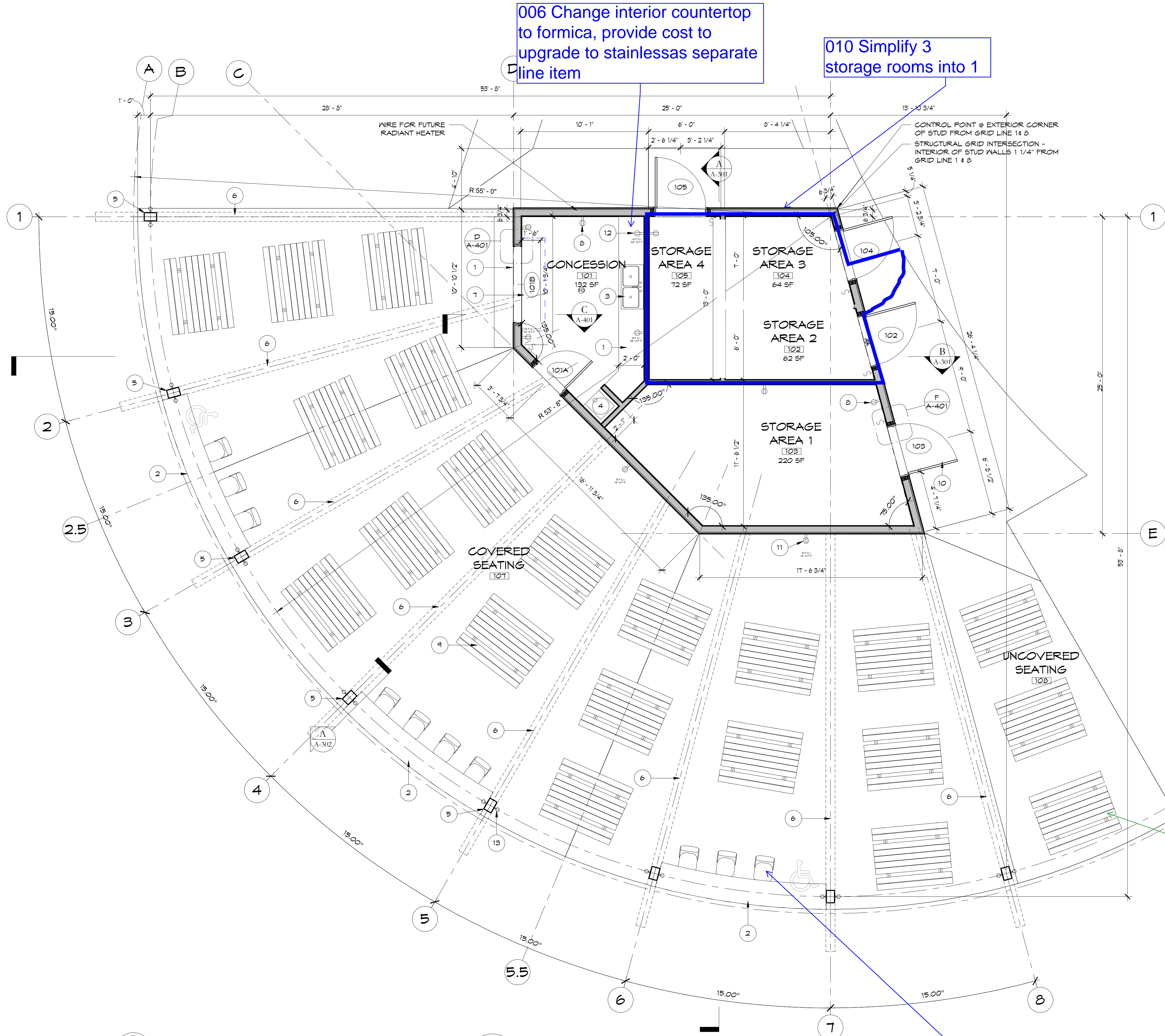
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JOB. NO.: 19175
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ISSUE RECORD:
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REVISIONS:

L-101
LANDSCAPE PLAN



WALL TYPE LEGEND

- EXTERIOR WALL:
2X6 STUDS @ 16" O.C. R-19 BATT INSULATION,
2 LAYERS 5/8" OSB EXTERIOR
1 LAYER 5/8" OSB INTERIOR
- EXTERIOR WALL @ CONCESSION:
2X6 STUDS @ 16" O.C. R-19 BATT INSULATION,
2 LAYERS 5/8" OSB EXTERIOR
1 LAYER 5/8" OSB 1 LAYER 1/2" FRP INTERIOR
- INTERIOR WALL:
2X4" WOOD STUDS
5/8" OSB EA. SIDE
- INTERIOR WALL @ CONCESSION:
2X4" WOOD STUDS
5/8" OSB EA. SIDE
1/2" FRP CONCESSION SIDE TO CEILING

GENERAL FLOOR PLAN NOTES

- A. ALL DIMENSIONS ARE TO FACE OF STUD AT INTERIOR AND EXTERIOR WALLS.
- B. LOCATE ALL DOORS 5" FROM STUD UNLESS OTHERWISE DIMENSIONED ON PLAN
- C. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING RIGHT-OF-WAY PERMIT FOR UTILITIES & CITY BUILDING PERMIT.
- D. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS IN FIELD
- E. CONTRACTOR MUST FOLLOW TOWN'S STANDARD SPECIFICATIONS AND TYPICAL DRAWINGS FOR INFRASTRUCTURE FOR ALL NEW SIDEWALKS, UTILITIES, AND PATH LIGHTING

GENERAL FLOOR PLAN KEYNOTES

1. 34" ADA HEIGHT STAINLESS STEEL COUNTERTOP
2. 32" HEIGHT SOLID SURFACE COUNTERTOP AND STADIUM SEATS
3. STAINLESS STEEL 3 COMPARTMENT SINK
4. MOP SINK
5. HSS STEEL COLUMN - SEE STRUCTURAL
6. GLUE LAM BEAM ABOVE - SEE STRUCTURAL
7. ROLL UP DOOR
8. OUTLET
9. PICNIC TABLE
10. PAINTED METAL DOOR (TYP.)
11. 6FGI OUTLET - ALL OUTDOOR OUTLETS TO BE LOCKABLE
12. 6FGI OUTLET
13. LED LIGHT @8'

GROSS SQUARE FOOTAGE SUMMARY

CONCESSION	131 SF
EQUIPMENT STORAGE	419 SF
TOTAL	550 SF
UNCONDITIONED COVERED SPACE	2,212 SF
NEW SIDEWALK	622 SF



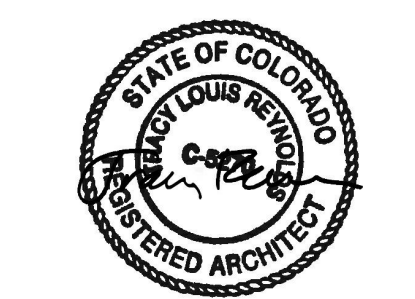
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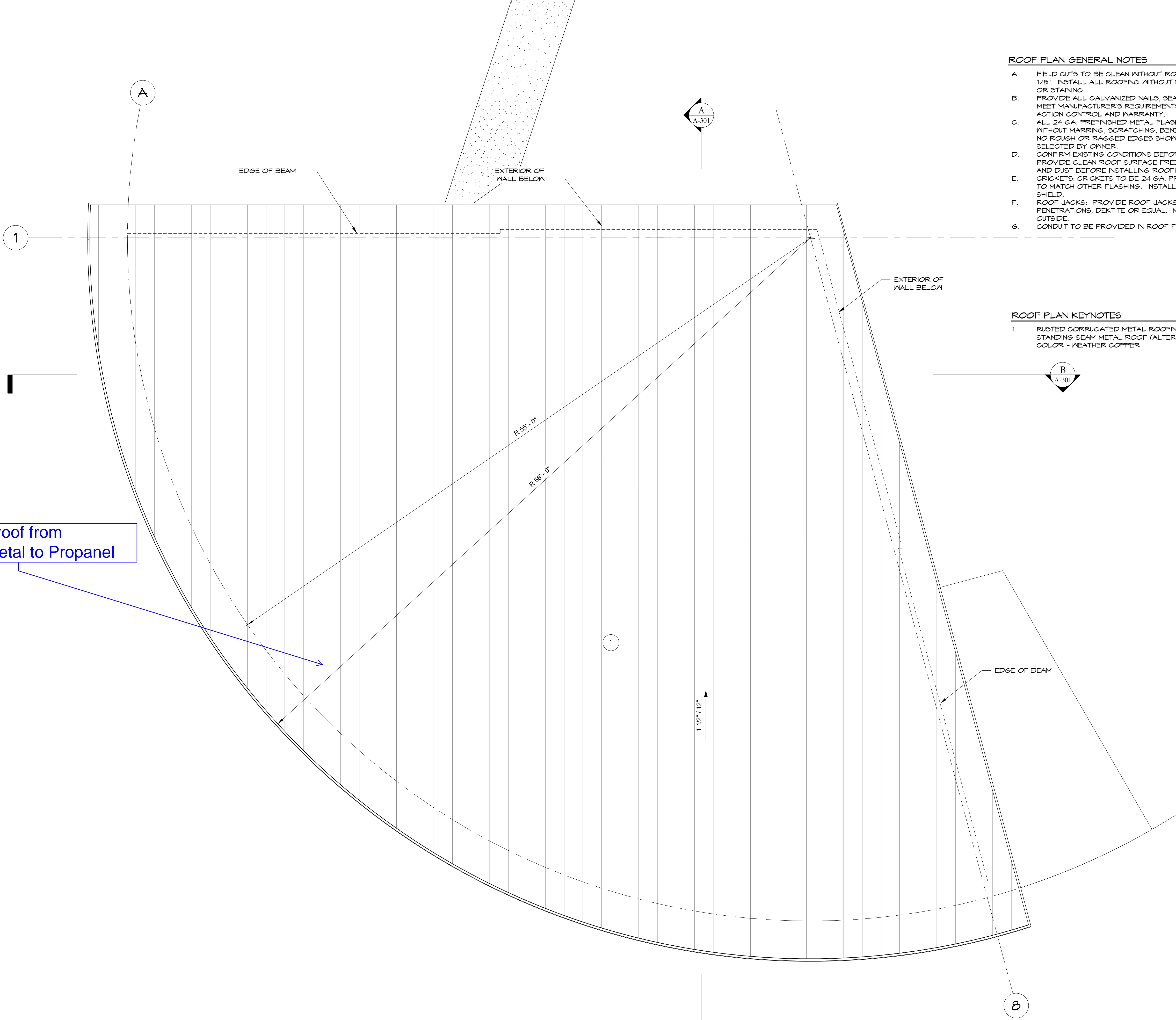
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A-101
MAIN FLOOR PLAN

018 Change roof from
corrugated metal to Propanel



ROOF PLAN GENERAL NOTES

- A. FIELD CUTS TO BE CLEAN WITHOUT ROUGH OR RAGGED EDGES TO 1/8". INSTALL ALL ROOFING WITHOUT MARRING, FOLDING, TEARING OR STAINING.
- B. PROVIDE ALL GALVANIZED NAILS, SEALANTS & FASTENERS TO MEET MANUFACTURER'S REQUIREMENTS FOR WIND & CAPILLARY ACTION CONTROL AND WARRANTY.
- C. ALL 24 GA. PREFINISHED METAL FLASHINGS TO BE INSTALLED WITHOUT MARRING, SCRATCHING, BENDING OR RIPPLES. LEAVE NO ROUGH OR RAGGED EDGES SHOWING. COLOR TO BE SELECTED BY OWNER.
- D. CONFIRM EXISTING CONDITIONS BEFORE ORDERING MATERIALS. PROVIDE CLEAN ROOF SURFACE FREE FROM DEBRIS, GREASE AND DUST BEFORE INSTALLING ROOFING.
- E. CRICKETS: CRICKETS TO BE 24 GA. PREFINISHED METAL, COLOR TO MATCH OTHER FLASHING. INSTALL OVER ICE AND WATER SHIELD.
- F. ROOF JACKS: PROVIDE ROOF JACKS AT ALL ROOF PENETRATIONS, DEKTITE OR EQUAL. NO MASTIC TO SHOW ON OUTSIDE.
- G. CONDUIT TO BE PROVIDED IN ROOF FOR FUTRE SOLAR PANELS

ROOF PLAN KEYNOTES

- 1. RUSTED CORRUGATED METAL ROOFING OR STANDING SEAM METAL ROOF (ALTERNATE) COLOR - WEATHER COPPER



ROOF PLAN A-102
SCALE: 1/4" = 1'-0"

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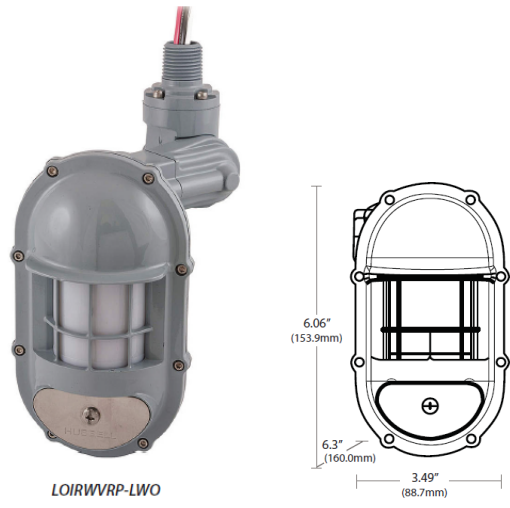
REVISIONS:

A-102
ROOF PLAN

016 Reduce the number of light fixtures, interior and exterior, to what is shown in blue

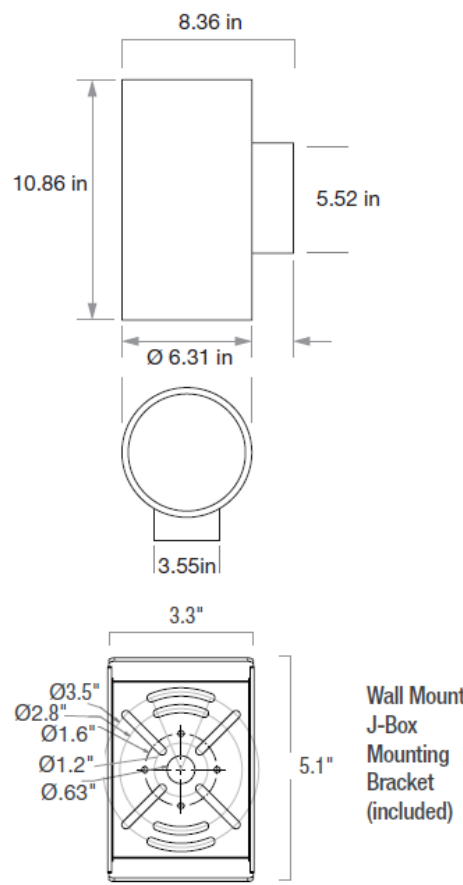
012 Remove the motion sensor and replace with 3 recessed LED wall lights mounted 24" above top of slab, on photocell

KEYNOTE # 10
MANUFACTURE - HUBBELL CONTROLS SYSTEMS
MODEL - LOIRAVRP-L1A0



KEYNOTE # 6
MANUFACTURE - FCC LIGHTING
MODEL - FCC 600
COLOR - BLACK
DARKSKY - COMPLIANT

WALL MOUNT	
WM - wall mount	2.05" D
total fixture depth	8.36" D



005 Remove all wall sconce lighting on columns

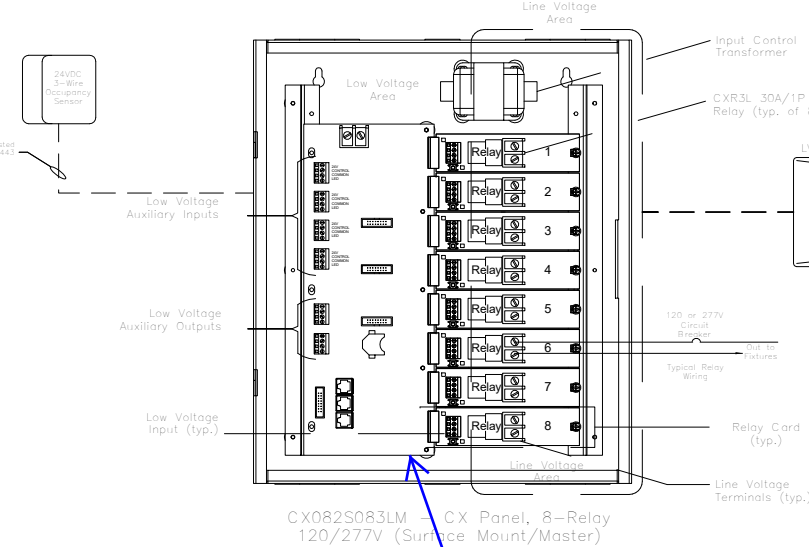
012 Remove the motion sensor and replace with 3 recessed LED wall lights mounted 24" above top of slab, on photocell

014 Remove the lighting control panel and replace with manual switch for exterior uplights

REFLECTED CEILING PLAN KEYNOTES

1. CEILING: 5/8" GYP. BRD. CLG. APPLIED DIRECTLY TO BOTTOM OF TRUSS.
2. TONGUE AND GROOVE PINE - CLEAR FINISH
3. GLULAM BEAM - CLEAR FINISH, SEE STRUCTURAL
4. ROLL UP DOOR
5. WALL MOUNTED UP LIGHTING LED, LOWEST LIGHT @ 9' HIGHEST LIGHT @ 12' SPACE LIGHTS BETWEEN EVENLY IN THE 36" SPACE
6. LED LIGHT MOUNTED TO STRUCTURAL COLUMN @ 8' ON BOTH SIDES
7. 2'x4' CEILING MOUNTED LED FIXTURE
8. 2'x2' CEILING MOUNTED LED FIXTURE
9. LOCKABLE, DIMMABLE & PROGRAMMABLE CONTROL PANEL FOR OUTDOOR LIGHTING: COVERED SPACE, SECURITY LIGHTS, AND SITE LIGHTING
10. WALL MOUNTED MOTION SENSOR, PLACED AT 11', 11'-6", & 12' (FROM TOP TO BOTTOM ON PLAN) & TILTED 100° FROM WALL TO COVER FULL PAVILLION

KEYNOTE # 9
CX PANEL WITH SENSOR AND SWITCH OVERRIDE



LIGHTING CONTROL PANEL DETAIL

Model: WL-LED101
LEDme® Step Light

WAC LIGHTING
Responsible Lighting®

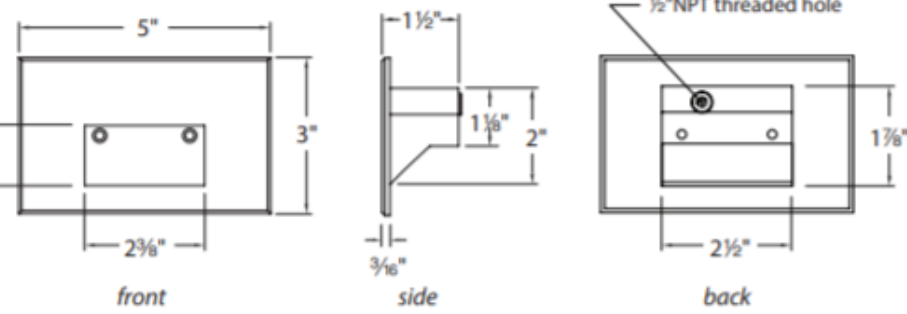
Fixture Type:
Catalog Number:
Project:
Location:

PRODUCT DESCRIPTION

Horizontal rectangle LEDme® Step Light with Anti-microbial powder coat paint proven to restrain a wide range of bacteria, coliform, mold, fungus, algae, and yeast. Designed for safety and style on stairways, patios, decks, balcony areas, walkways and building perimeters.

FEATURES

- Direct wiring, no driver needed
- Low profile, flush to wall aesthetics with no visible hardware
- 54,000 hour rated life
- Balanced lighting, free of shadows with minimum glare
- Up to 200 fixtures can be connected in parallel
- 5 year WAC Lighting product warranty



SPECIFICATIONS

Construction: Die-cast aluminum
Power: Direct wiring, no remote driver needed.
Input: 120V 50/60Hz (277V special order/3000K, Amber (AM))
Light Source: HV-AC High Power LED, CRI: 90
Optional color lenses. Total power consumption of 3.5W
Mounting: Fits into 2" x 4" J-Box with minimum inside dimensions of

REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



REYNOLDS ASH
+ ASSOCIATES

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ENGINEERING

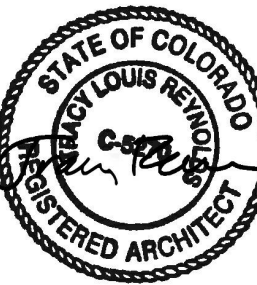
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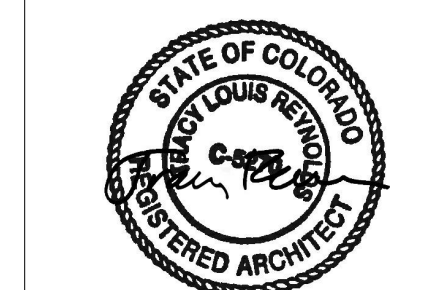
A-103

REFLECTED
CEILING PLAN



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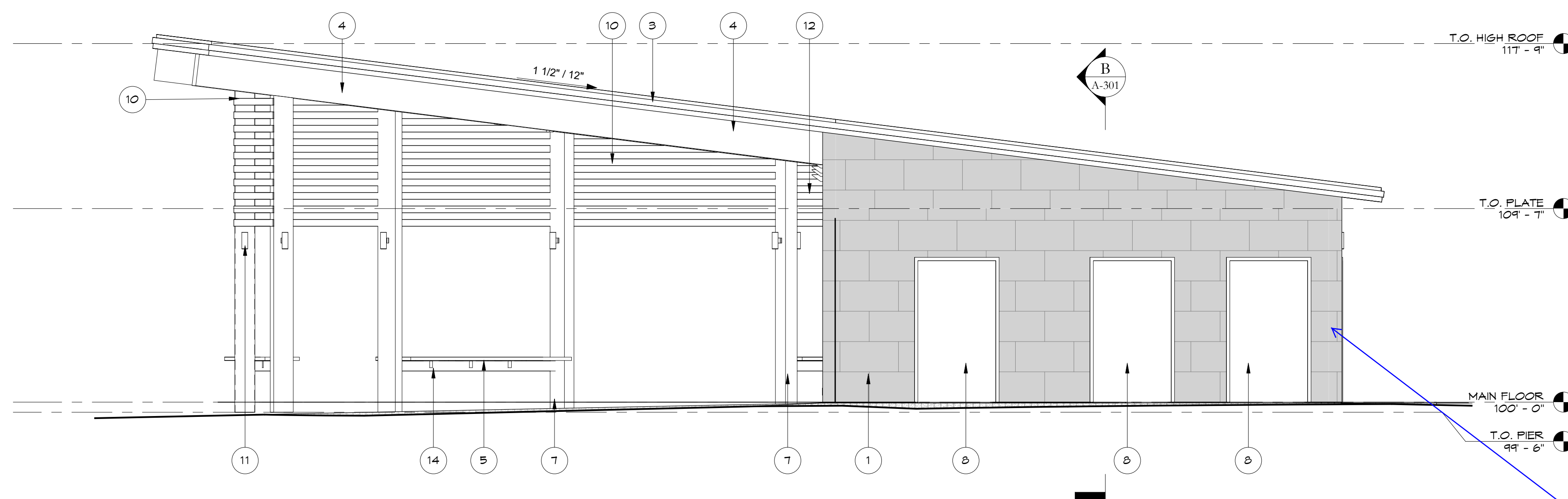
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A-201

EXTERIOR
ELEVATIONS

1. METAL PANEL - 18" x 36" 18 GA. BLACK STEEL SHINGLE PANEL WITH CLEAR SEALER
2. CORRUGATED RUSTED METAL ROOF OR 2" STANDING SEAM METAL ROOF (ALTERNATE) COLOR - WEATHERED COPPER
3. COMPOSITE FASCIA WITH SHADOWBOARD COLOR: WEATHERED COPPER
4. EXTERIOR GULNAM BEAM WITH CLEAR FINISH, SEE STRUCTURAL
5. 32" SOLID SURFACE COUNTERTOP, HONED FINISH
6. ROLL UP DOOR
7. HSS STEEL COLUMN WITH CLEAR SEALER, SEE STRUCTURAL
8. PAINTED METAL DOOR
9. TONGUE AND GROOVE PINE SOFFIT WITH CLEAR FINISH
10. BARE STEEL (RUSTED) SHADE STRUCTURE
11. LED LIGHT MOUNTED TO HSS COLUMN (FC LIGHTING, FCC600 SERIES)
12. OUTDOOR LED UPLIGHT (BEGA, 24 362)
13. LOCKABLE 6FICI ELECTRICAL OUTLET, BLACK FINISH
14. COUNTERTOP SUPPORT, HSS BEAM WITH BLACKENED STEEL FINISH



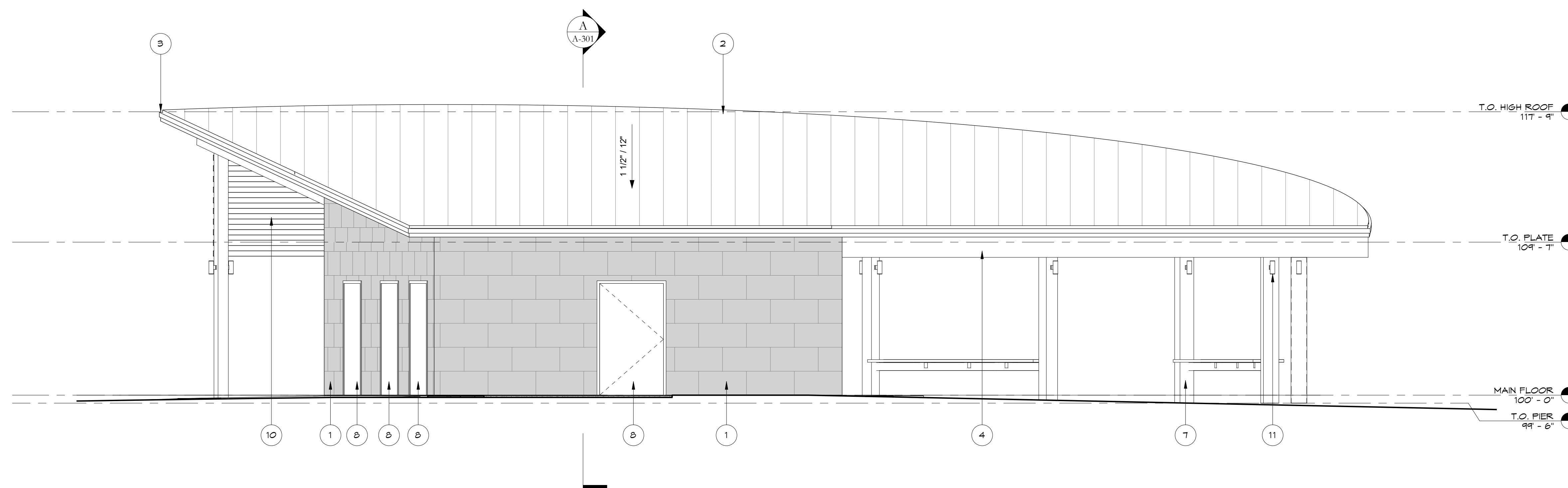
EAST ELEVATION A

SCALE: 1/4" = 1'-0"

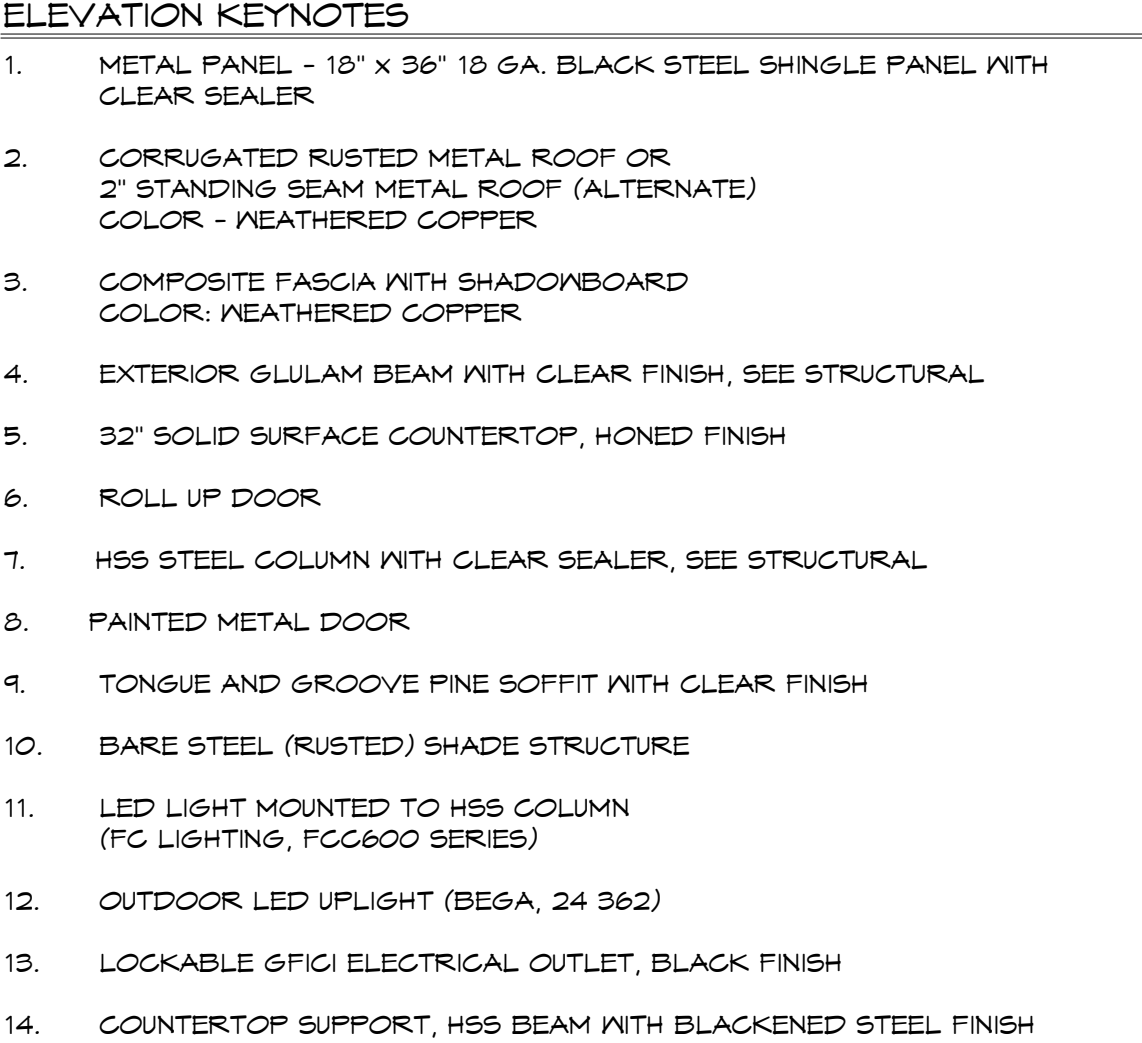
A-201

015 Change siding
from metal shingles
to Propanel

207 Labor for staining of T&G Decking and Glulam beams and interior painting to be done by town, price separately

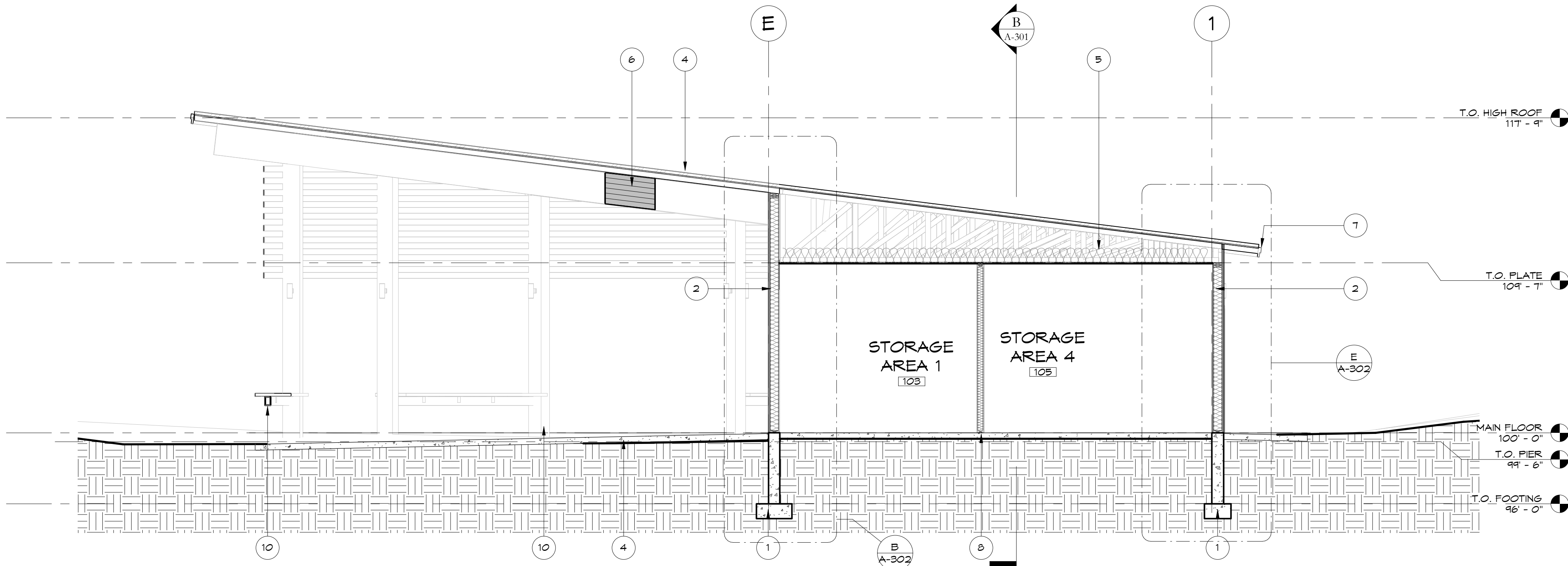


NORTH ELEVATION B
SCALE: 1/4" = 1'-0" A-201

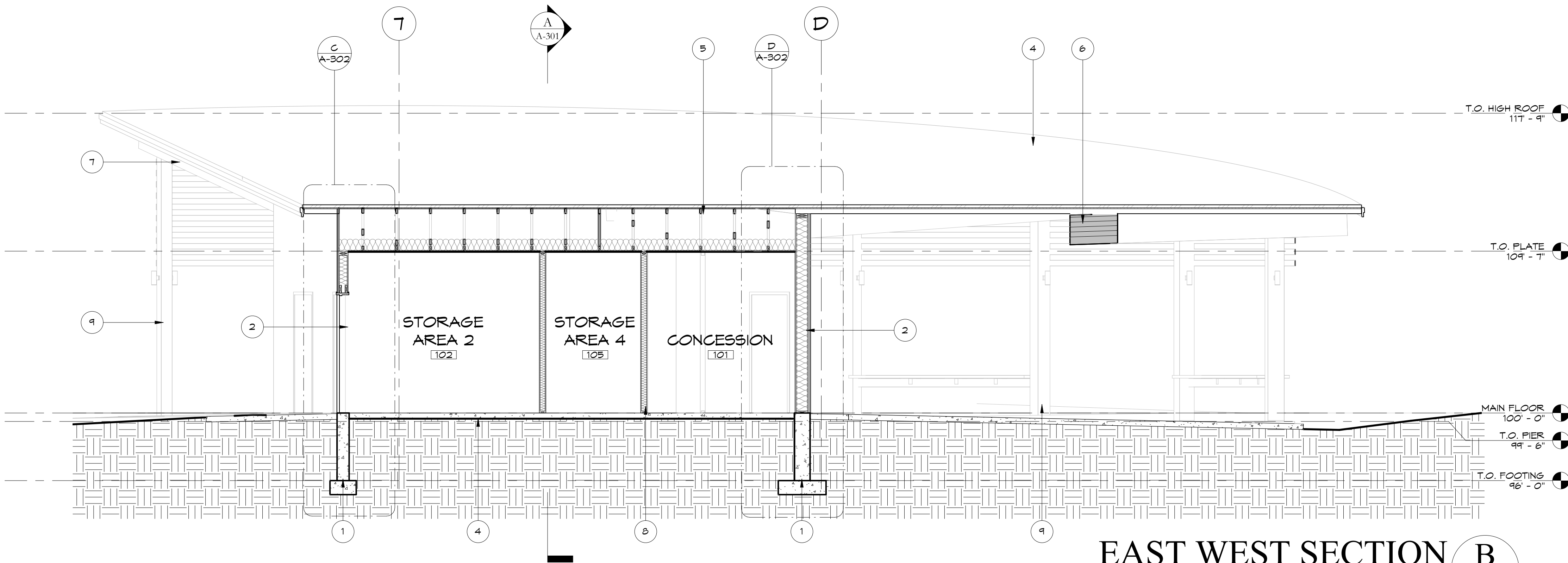


SCALE: 1/4" = 1'-0"





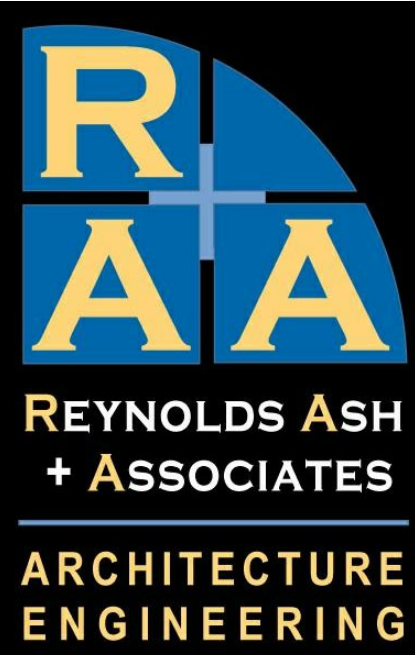
NORTH SOUTH SECTION A
SCALE: 1/4" = 1'-0" A-301



EAST WEST SECTION B
SCALE: 1/4" = 1'-0" A-301

BUILDING SECTION KEYNOTES

1. STEMWALL & CONCRETE FOOTING
2. NEW EXTERIOR WALL CONSTRUCTION: 2" x 6" STUD WALL, R-19 BATT INSULATION, 2 LAYERS 5/8" OSB W/ 3/8" METAL SHINGLES EXTERIOR, 5/8" OSB INTERIOR
3. 4" CONCRETE SLAB ON GRADE
4. RUSTED CORRUGATED METAL ROOF OR 2" STANDING SEAM METAL ROOF (ALTERNATE) WITH TONGUE AND GROOVE PINE SOFFIT
5. TRUSSES 24" O.C., 5/8" DRYWALL CEILING, R-49 BATT INSULATION
6. EXTERIOR GLULAM BEAM, SEE STRUCTURAL
7. COMPOSITE FASCIA AND SHADOW BOARD
8. INTERIOR WALLS 2X4 FRAMING 16 O.C., R-49 BATT INSULATION 1/2 GYP. TEXTURED FINISH AND PAINT
9. HSS STEEL COLUMNS, SEE STRUCTURAL
10. HSS STEEL BEAM COUNTER TOP SUPPORT, SEE STRUCTURAL



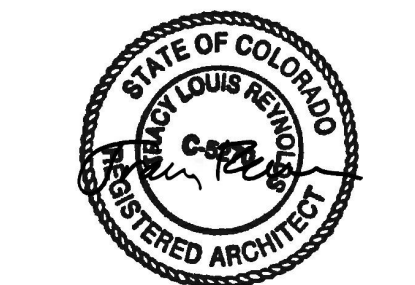
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RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: LB

ISSUE RECORD:
2020-02-24 PERMIT SET

REVISIONS:

A-301
BUILDING
SECTIONS



REYNOLDS ASH
+ ASSOCIATES

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ENGINEERING

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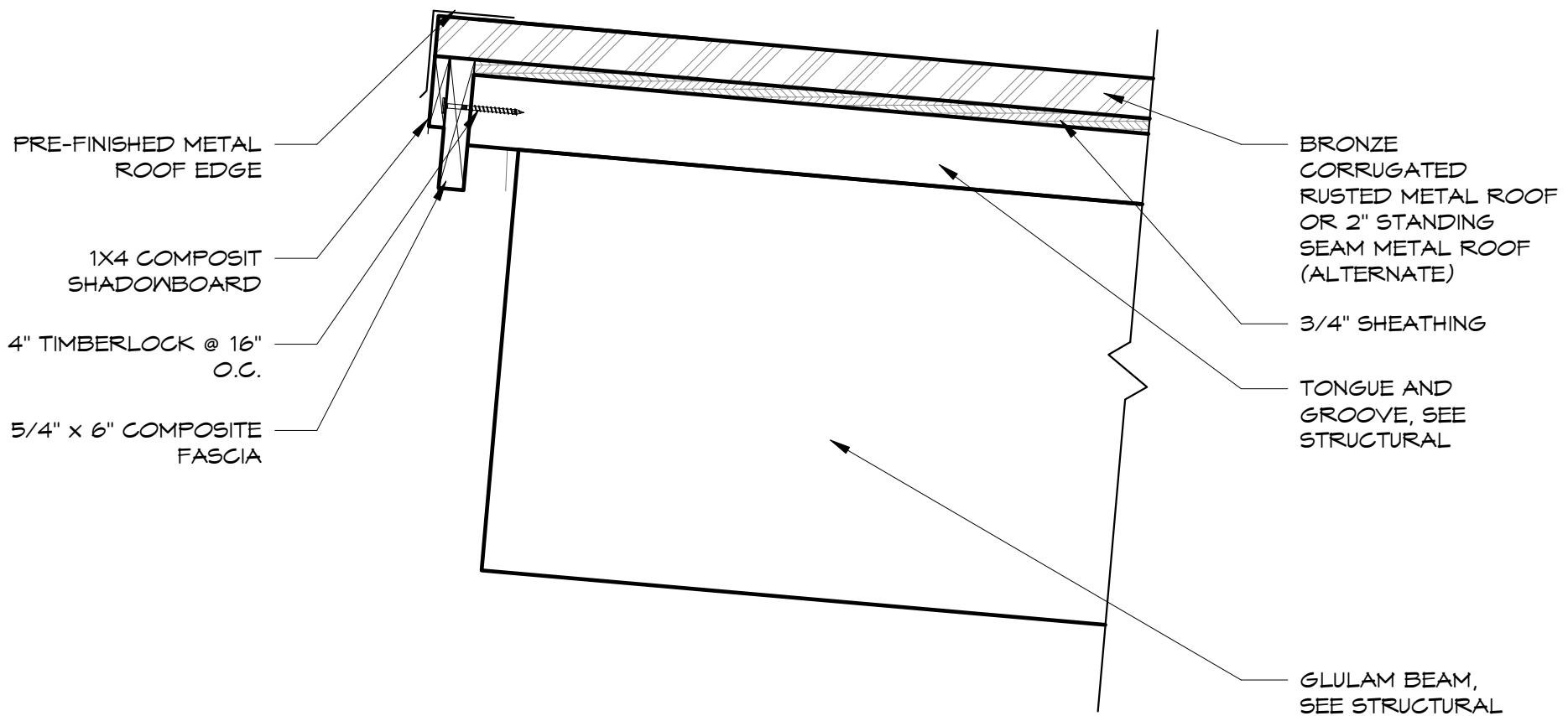
ISSUE RECORD:

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REVISIONS:

A-302

WALL SECTIONS



FASCIA DETAIL F

SCALE: 1 1/2" = 1'-0"

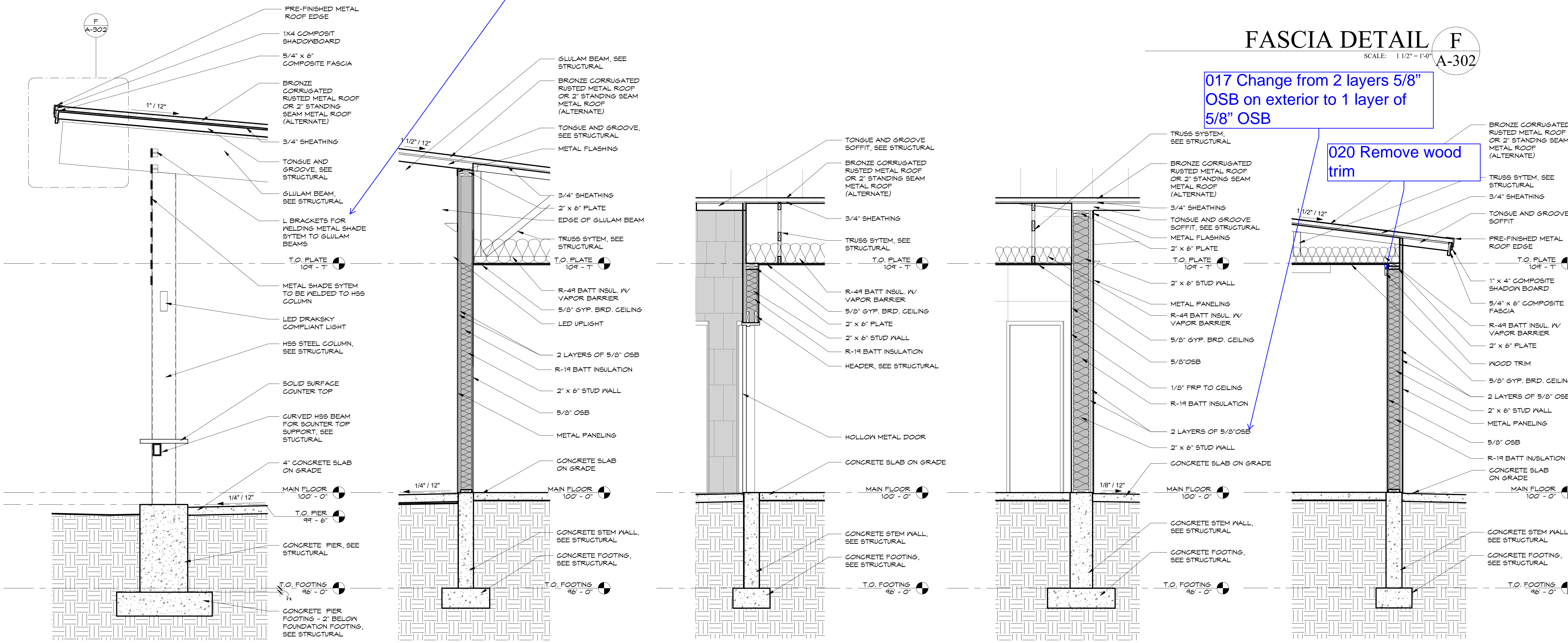
F

A-302

017 Change from 2 layers 5/8" OSB on exterior to 1 layer of 5/8" OSB

020 Remove wood trim

003 Change from tube steel to steel bar on shade structure



GLULAM COLUMN A

SCALE: 1/2" = 1'-0"

A-302

BEARING WALL B

SCALE: 1/2" = 1'-0"

A-302

STUD WALL W/ DOOR C

SCALE: 1/2" = 1'-0"

A-302

CONCESSION WALL D

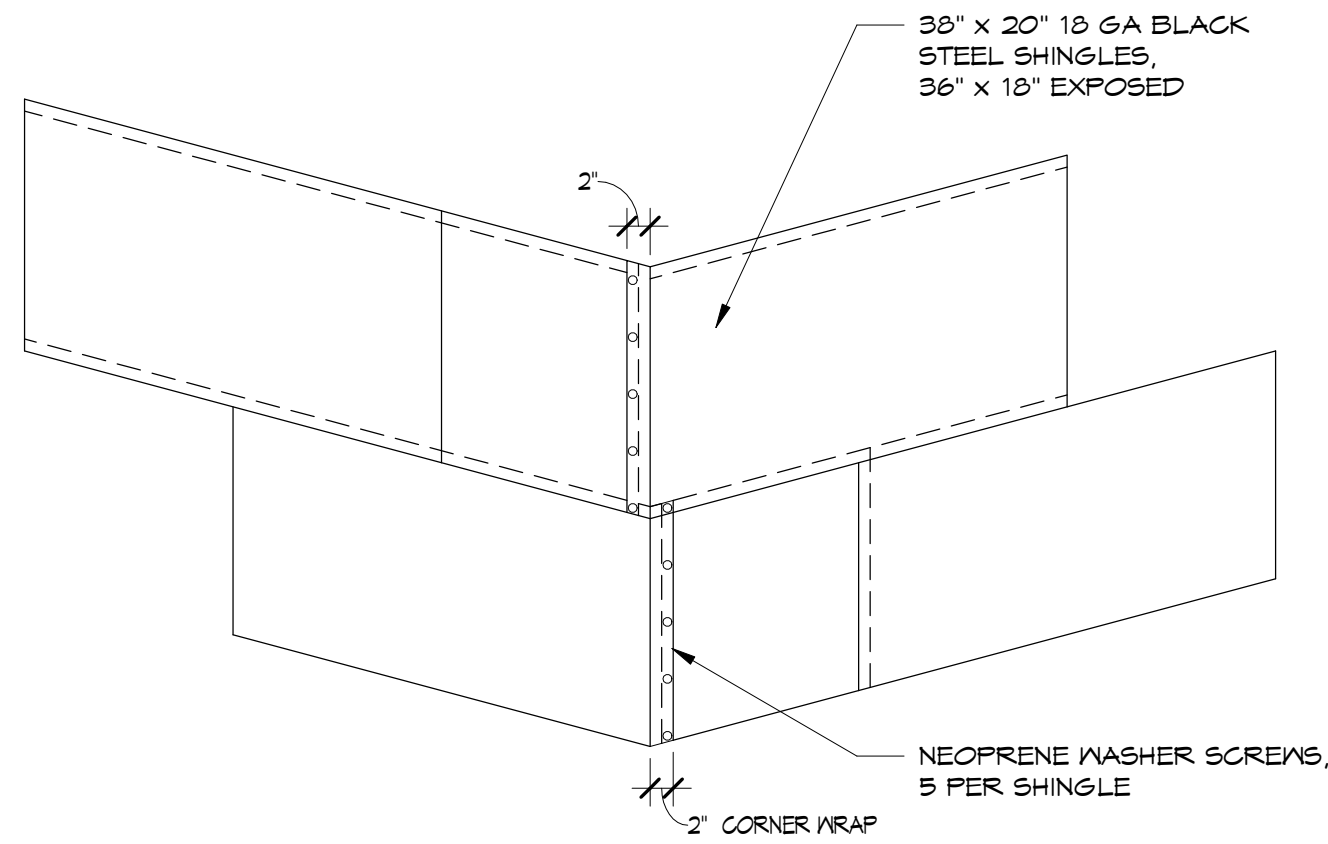
SCALE: 1/2" = 1'-0"

A-302

@ GRID LINE 1 E

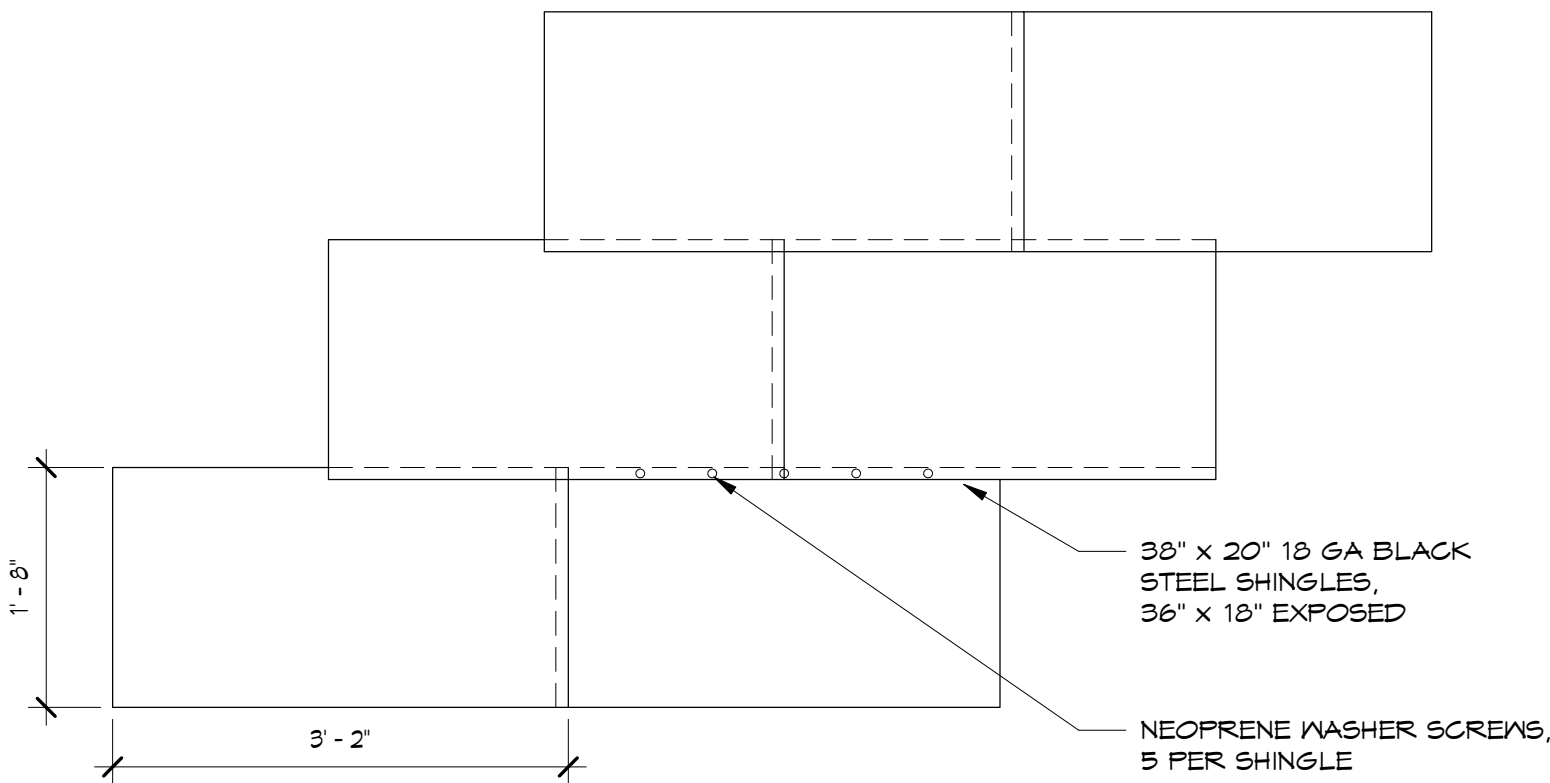
SCALE: 1/2" = 1'-0"

A-302



METAL SHINGLE DETAIL @ CORNER

A-401



METAL SHINGLE DETAIL

B-401

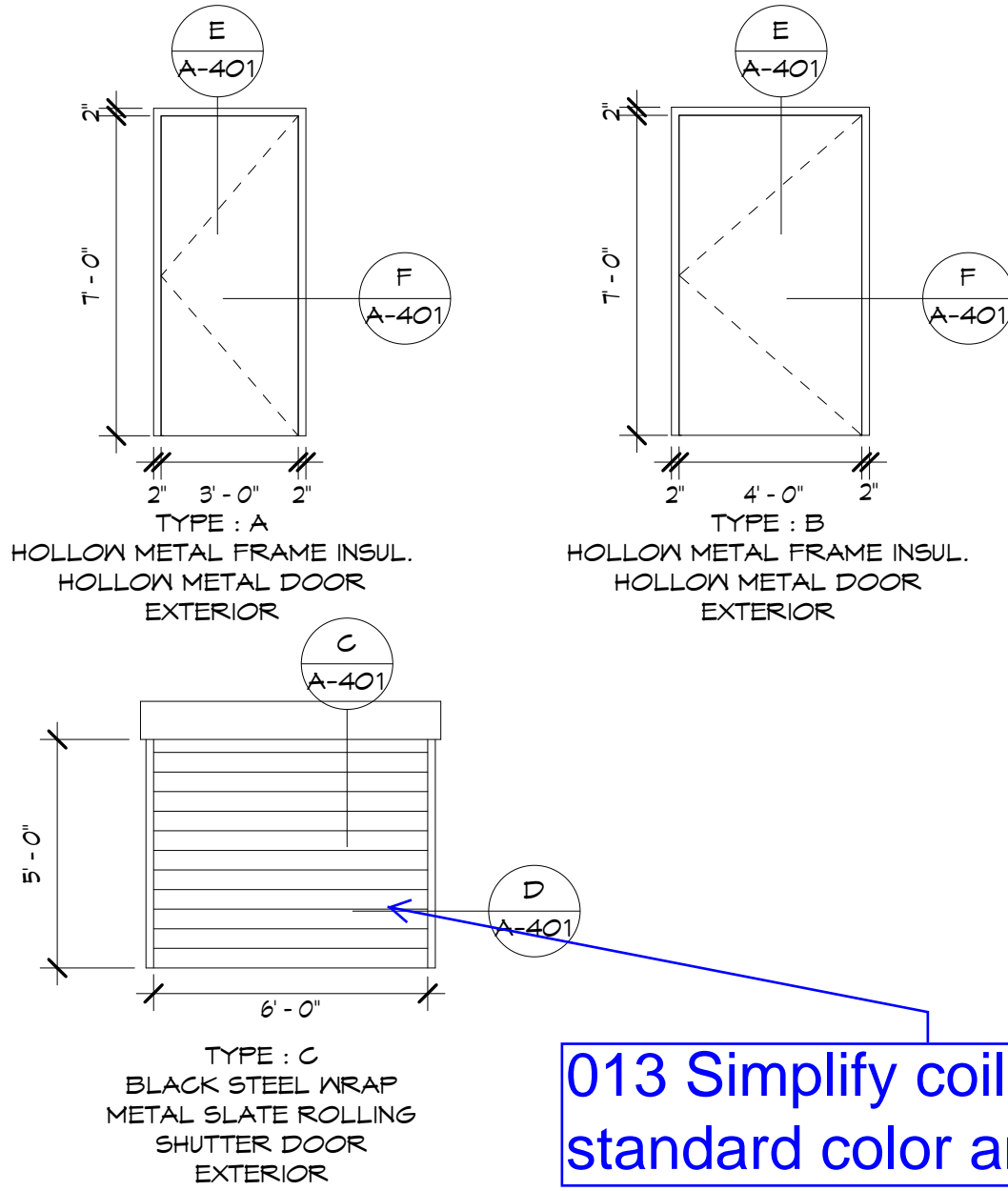
ROOM FINISH SCHEDULE							
NO.	NAME	FLOOR FINISH	BASE TRIM	WALL COV.	CLG FINISH	COMMENTS	
101	CONCESSION	SEALED CONCRETE	FRP (WHITE)	FRP (WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
102	STORAGE AREA 2	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
103	STORAGE AREA 1	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
104	STORAGE AREA 3	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
105	STORAGE AREA 4	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
107	COVERED SEATING	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
108	UNCOVERED SEATING	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	BLACK METAL FLASHING TO COVE WD PLATE	

DOOR SCHEDULE								
MARK	WIDTH	HEIGHT	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	HARDWARE SET	REMARKS
101A	3' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
101B	6' - 0"	5' - 0"	STAINLESS STEEL		METAL		1	
102	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
103	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
104	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
105	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	

DOOR HARDWARE SCHEDULE

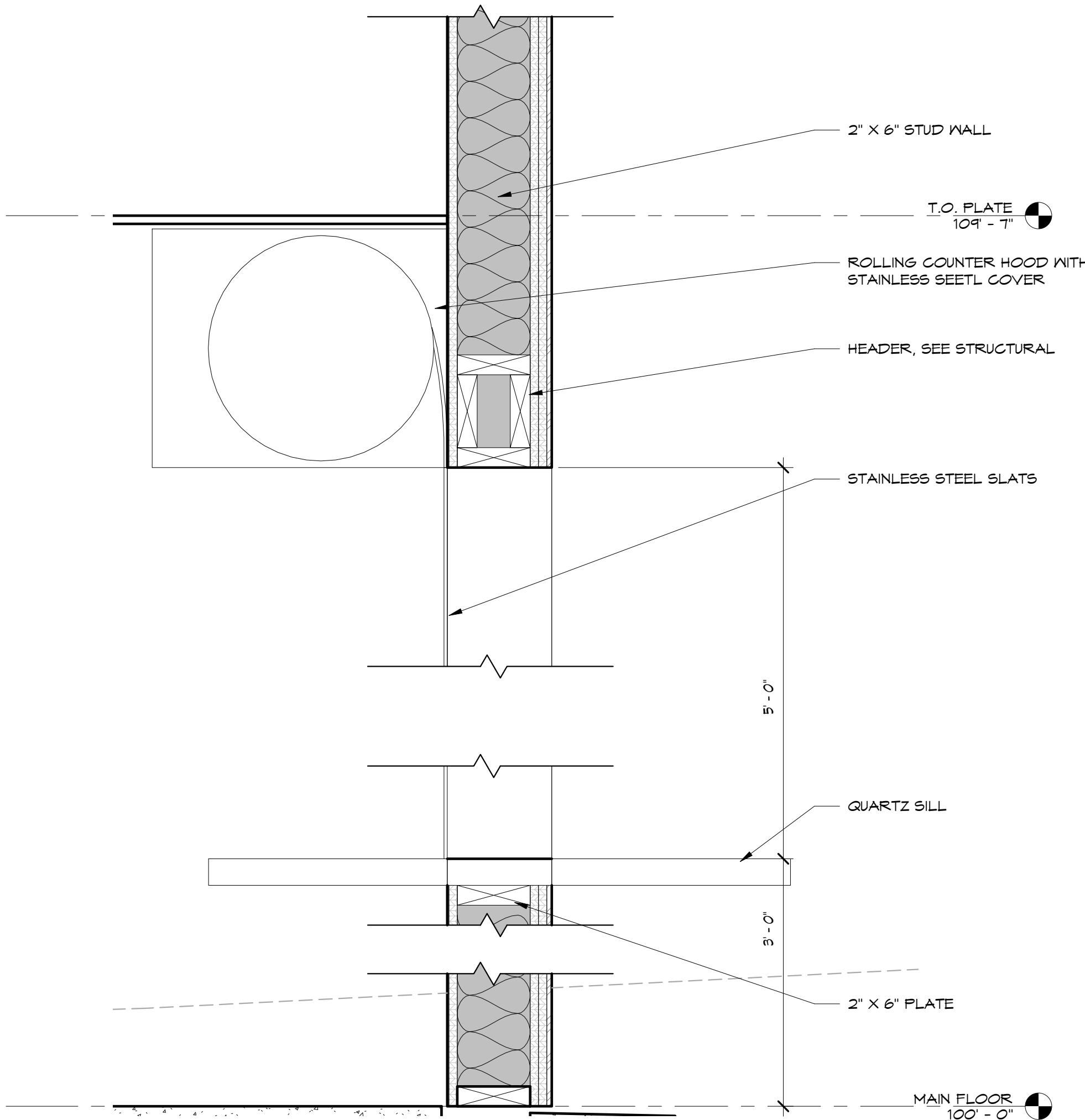
- ROLL UP DOOR:
OPENER: MANUAL
TRACK: ALUMINUM
LOCK: PAD LOCK TO BE PROVIDED BY OWNER
- STORAGE:
HINGES-FULL MORTISE
DOOR STOP: FLOOR STOP
LOCKSET: BATTERY KEYPAD ENTRY, EXIT ALWAYS OPEN

011 Remove resilient base



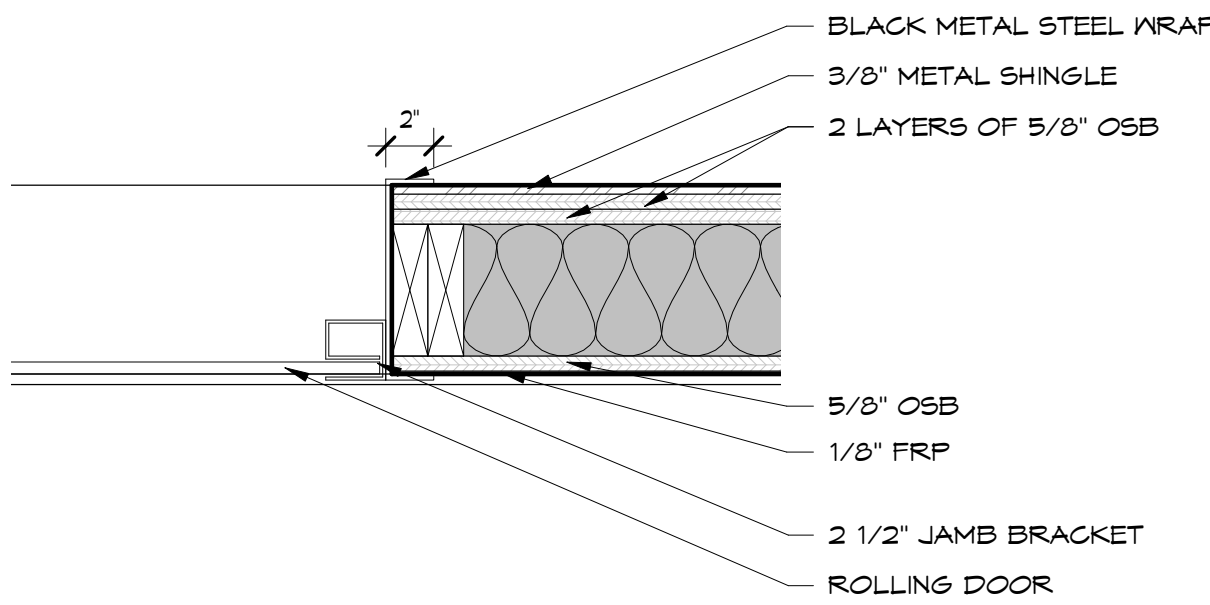
013 Simplify coiling door, standard color and size

DOOR TYPES



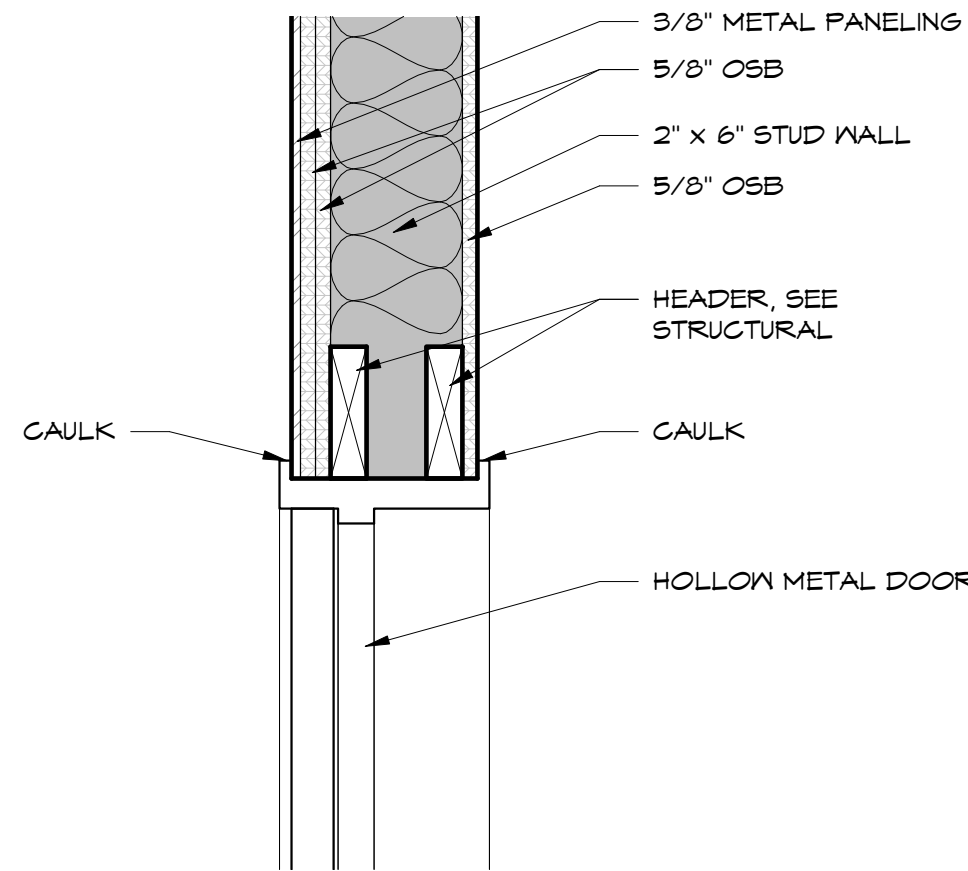
ROLLING COUNTER SHUTTER

C-401



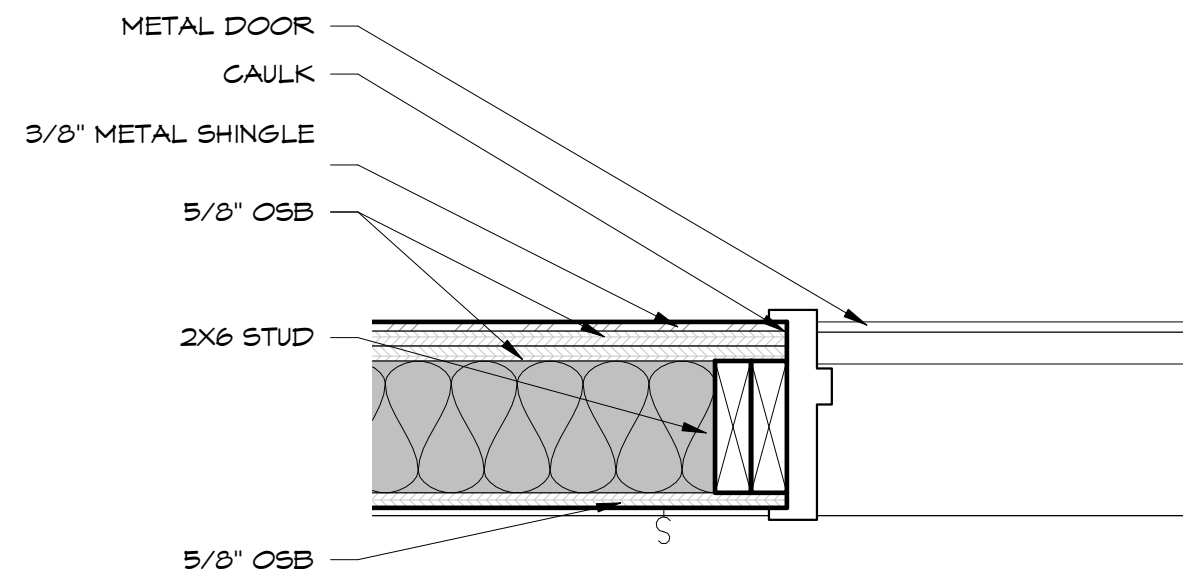
ROLLING COUNTER SHUTTER

D-401



EXTERIOR DOOR HEADER

E-401



EXTERIOR DOOR JAMB

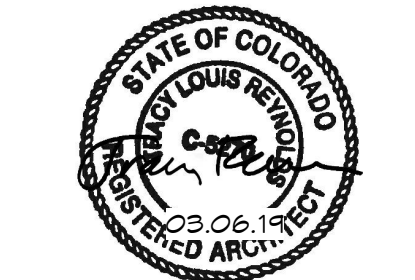
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REVISIONS:

A-401
SCHEDULES

STRUCTURAL DESIGN CRITERIA: (JOB SITE ADDRESS)

- CODES: - 2015 IBC
- DESIGN LIVE LOADS:
FLOOR - LIVE LOAD: 100 PSF (MINIMUM)
- DEAD LOAD: 50 PSF
ROOF - LIVE LOAD: 40 PSF
- DEAD LOAD: 15 PSF (MINIMUM)
GROUND SNOW LOAD: 12 PSF
- SEISMIC CRITERIA
Ie = 1.0
Ss = 0.350
SI = 0.004
SITE CLASS "D"
SmS = 0.531
SmI = 0.213
SEISMIC DESIGN CATEGORY = "C"
Sds = 0.354
SD1 = 0.142
- WIND DESIGN
BASIC WIND SPEED = 115 MPH
Iw = 1.0; Kz1 = 1.0; Kzt = 1.0;
WIND EXPOSURE: C
COMPONENTS AND CLADDING: 20.9 PSF EITHER DIRECTION
NORMAL TO THE SURFACE, UNLESS NOTED OTHERWISE.
- SNOW DESIGN
FLAT ROOF SNOW LOAD = 50 PSF
Ce = 1.0
I = 1.0
Ct = 1.0
SEE FRAMING PLANS FOR DRIFTING LOADS
- ALLOWABLE SOIL BEARING PRESSURE: 1500 PSF FOR SPREAD FOOTINGS.
- FLOOD DESIGN DATA: N/A

GENERAL CONSTRUCTION NOTES:

- VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECTURAL.
- SEE ARCHITECTURAL FOR EXACT DIMENSIONS FOR OPENINGS IN WALLS, ROOF AND FLOOR SYSTEMS.
- VERIFY ALL MECHANICAL OPENING SIZES AND LOCATIONS WITH MECHANICAL CONTRACTOR.
- NO PIPES, SLEEVES, ETC. SHALL PASS THROUGH BEAMS OR COLUMNS UNLESS INDICATED ON PLAN.
- CONTRACTOR SHALL DESIGN, PROVIDE AND MAINTAIN TEMPORARY BRACING, SHORING, GUYING, ETC. AND OTHER METHODS AS REQUIRED TO PREVENT EXCESSIVE LOADING AND TO STABILIZE STRUCTURAL ELEMENTS DURING CONSTRUCTION. THESE METHODS SHALL REMAIN IN PLACE UNTIL ALL MEMBERS AND FINAL CONNECTIONS HAVE BEEN COMPLETED.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND SAFETY PROVISIONS.
- TYPICAL DETAILS SHALL APPLY WHERE NO SPECIFIC DETAIL CUT IS REFERENCED.
- THE STRUCTURAL PLANS SHOW PRINCIPAL FRAMING MEMBERS ONLY; CONTRACTOR SHALL PROVIDE FOR ALL FRAMING AND SUPPORTS NECESSARY TO RESIST LATERAL AND VERTICAL LOADS, AS WELL AS CONNECTIONS OF THESE MEMBERS.
- THE GENERAL CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM DAMAGE DURING CONSTRUCTION.

SOILS/EARTHWORK:

- SOIL SHALL BE STRIPPED, COMPACTED AND TESTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF ASTM D-1557.
- GENER ALL FOOTINGS UNDER THEIR RESPECTIVE COLUMNS OR WALLS, UNLESS OTHERWISE SHOWN ON PLANS. MAXIMUM MISPLACEMENT OR ECCENTRICITY SHALL BE 2". TOLERANCE FOR MISLOCATION OF COLUMN DOWELS OR ANCHOR BOLTS TO PER ACI OR AISC STANDARDS.
- HORIZONTAL JOINTS IN FOOTINGS SHALL NOT BE PERMITTED.
- WHERE VERTICAL CONSTRUCTION JOINTS OCCUR IN CONTINUOUS FOOTINGS, PROVIDE A MINIMUM CONTINUOUS 2" BY 4" KEYWAY ACROSS JOINT.
- THE GENERAL CONTRACTOR SHALL NOTIFY THE DESIGNER IF SOIL CONDITIONS ARE UNCOVERED THAT PREVENT THE REQUIRED SOIL BEARING PRESSURE FROM BEING OBTAINED.
- COORDINATE PLUMBING LINES WITH THE FOOTING LOCATIONS TO AVOID INTERFERENCE. INDIVIDUAL FOOTINGS SHALL BE LOWERED AND WALL FOOTINGS STEPPED (WITH THE PRIOR WRITTEN APPROVAL OF THE DESIGNER) TO AVOID SUCH INTERFERENCE.
- EXCAVATING UNDER OR NEAR IN-PLACE FOOTINGS OR FOUNDATIONS WHICH DISTURBS THE COMPACTED SOIL BENEATH SHALL NOT BE PERMITTED.
- PROVIDE POSITIVE DRAINAGE DURING CONSTRUCTION AND WITH FINAL GRADING. MINIMUM FINISHED SLOPE AWAY FROM ALL STRUCTURES IS 4% FOR 20' MINIMUM.

REINFORCED CONCRETE:

- ALL CONCRETE DESIGN AND PLACEMENT SHALL BE IN STRICT ACCORDANCE WITH THE ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318.
- STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS AND DEVELOP A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF: FOOTINGS: 5000 PSI, 4" MAX. SLUMP
STEM WALLS/BASEMENT WALLS: 3500 PSI, 4" MAX. SLUMP
INTERIOR FLATWORK: 3500 PSI, 5" MAX. SLUMP
EXTERIOR FLATWORK: 4000 PSI, 5" MAX. SLUMP
- ALL AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33. MIX DESIGN SHALL CONTAIN 50% COARSE AGGREGATES.
- CONTRACTOR SHALL COMPLY WITH ACI 305 REQUIREMENTS FOR HOT WEATHER CONCRETE REQUIREMENTS AND COLD WEATHER REQUIREMENTS, AS REQUIRED. CONTRACTOR SHALL KEEP A COPY OF ACI 305 ON-SITE THROUGHOUT CONSTRUCTION.
- EXTERIOR EXPOSED CONCRETE SHALL HAVE FROM 5 TO 7% ENTRAINED AIR.
- CONSOLIDATE ALL CONCRETE WITH A VIBRATOR. ALL PUMPED CONCRETE SHALL CONTAIN A HIGH RANGE WATER REDUCING AGENT (HWR). MINIMUM SIZE OF DISCHARGE SHALL BE 4" FOR #31 AND 2" FOR #24 AGGREGATE.

- CHAMFER ALL EXPOSED EDGES 3/4" UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ALL REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318-02 AND ACI DETAILING MANUAL OF STANDARD PRACTICE, ACI 315-04.
- REINFORCING STEEL SHALL BE NEW DEFORMED BARS, FREE FROM RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60, WITH A MINIMUM YIELD STRENGTH OF 60,000 PSI.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-105. ALL MESH SHALL BE PROVIDED IN FLAT SHEETS.
- LAP CONTINUOUS REINFORCEMENT 48 BAR DIAMETERS (1'-6" MINIMUM) OR AS NOTED OTHERWISE. SEE DRAWINGS FOR CLASS B TENSION SPLICES. LAP CONTINUOUS BEAM BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID-SPAN, UNLESS OTHERWISE DIRECTED ON THE DRAWINGS.
- PROVIDE CORNER LAP BARS TO MATCH IN SIZE AND SPACING OF ALL HORIZONTALS.
- PROVIDE 3" SLAB BOLSTER WITH CONTINUOUS BOTTOM PLATE AT 4'-0" MAXIMUM FOR POSITIONING ALL FOOTING BARS.
- PROVIDE SLAB BOLSTER WITH CONTINUOUS BOTTOM PLATE AT 4'-0" MAXIMUM CENTERS FOR POSITIONING ALL MESH.
- TERMINATE ALL DISCONTINUOUS TOP BARS WITH STANDARD 90° HOOK (PLACED VERTICALLY) UNLESS NOTED OTHERWISE ON STRUCT. DETAILS.
- PROVIDE THE FOLLOWING CONCRETE COVERAGE OVER REINFORCING:
FOOTINGS (AGAINST EARTH) 3" CLEAR
WALLS (INTERIOR FACE) 3/4" CLEAR
WALLS (EXTERIOR FACE) 1 1/2" CLEAR
SLABS (SINGLE MAT) CENTERED
- SLEEVE ALL PENETRATIONS THROUGH BEAMS AND SLABS INDIVIDUALLY. CORE DRILLING WILL NOT BE PERMITTED. SUBMIT LOCATION AND SIZE OF SLEEVES THROUGH BEAMS TO ARCHITECT FOR REVIEW PRIOR TO CASTING CONCRETE.
- AT ALL OPENINGS THROUGH CONCRETE WALLS LARGER THAN 12" X 12", PROVIDE AN ADDITIONAL 2#5S AT THE PERIMETER.
- NO REINFORCING BARS SHALL BE CUT TO ACCOMMODATE THE INSTALLATION OF ANCHORS, EMBEDS OR OTHER ITEMS.
- AT CHANGES IN DIRECTION OF CONCRETE WALLS, BEAMS AND STRIP FOOTINGS, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY (N.O.) AS THE HORIZONTAL STEEL. REFER TO TYPICAL DETAIL.
- ALL EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE PRIOR TO CONCRETE PLACEMENT.

MASONRY:

- ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" ACI 530 AND "SPECIFICATIONS FOR MASONRY STRUCTURES" ACI 530.1, EXCEPT AS AMENDED BELOW.
- THIS STRUCTURE HAS BEEN DESIGNED AS A BEARING WALL STRUCTURE. ALL MASONRY UNITS SHALL BE LAID PRIOR TO CONCRETE PLACEMENT OF COLUMNS, BEAMS, AND SLABS FOR THE SAME STORY.
- USE TYPE "S" OR "M" MORTAR WITH MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI.
- MASONRY UNITS SHALL CONFORM TO ASTM C 90 WITH A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI ON NET SECTION, TO PROVIDE NET AREA COMPRESSIVE STRENGTH OF MASONRY (FM) OF 1500 PSI.
- PROVIDE REINFORCED FILLED CELLS AS SHOWN ON PLANS. IN ADDITION, PROVIDE REINFORCED FILLED CELLS ADJACENT TO ALL OPENINGS, AT ANCHORAGE OF CONNECTIONS.
- PROVIDE FULL MORTAR BEDDING AROUND ALL FILLED CELLS WITH VERTICAL REINFORCING.
- REINFORCING FOR FILLED CELLS SHALL CONFORM TO ASTM A615, GRADE 60. PROVIDE THE FOLLOWING LAP SPLICES FOR REINFORCING:
#4 BARS -24" LAPS
#5 BARS -30" LAPS
#6 BARS -36" LAPS
- ALL FILLED CELLS AND COLUMNS SHALL BE POURED AT LEAST TWO (2) HOURS PRIOR TO POURING BEAMS AND LINTELS.
- CONCRETE FOR FILLED CELLS SHALL BE VIBRATED DURING PLACEMENT USING A "PENCIL" TYPE VIBRATOR.
- THE TOP COURSE OF ALL CMU WALLS, PARTITIONS AND PARAPETS SHALL BE CONSTRUCTED OF KNOCK-OUT BLOCKS REINFORCED WITH 1-#5 HORIZONTAL BAR IN GROUTED BOND BEAM. BEND BARS WITH STANDARD HOOK AT ALL CORNERS AND INTERSECTIONS.

STRUCTURAL STEEL:

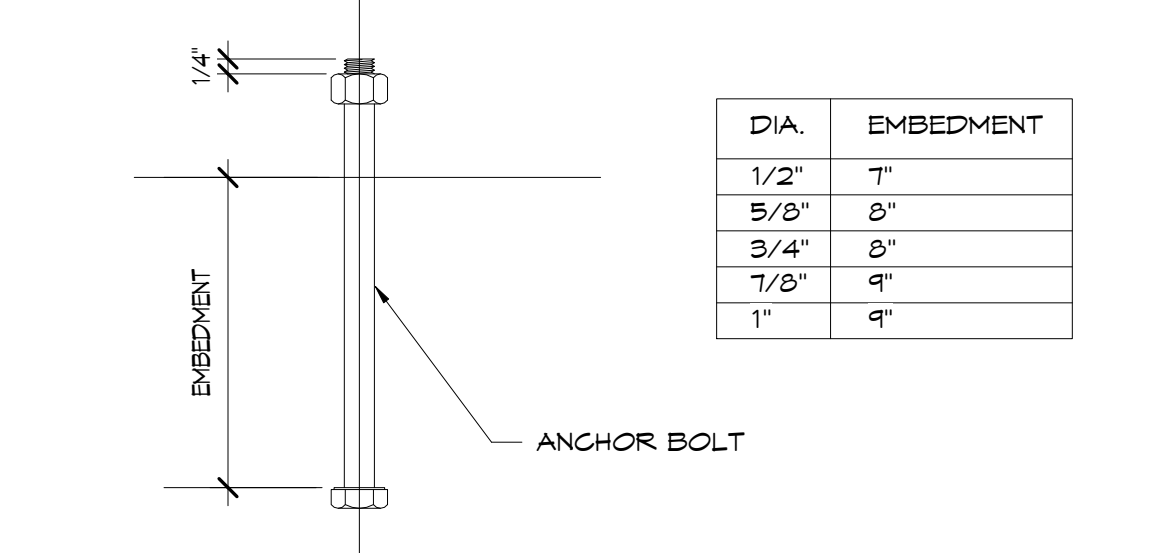
- FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC "MANUAL OF STEEL CONSTRUCTION", NINTH EDITION AND THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", MOST RECENTLY ADOPTED EDITION.
- ALL STRUCTURAL STEEL MEMBERS NOT OTHERWISE NOTED SHALL CONFORM TO ASTM A-50 WITH MINIMUM YIELD STRENGTH OF 50 KSI.
- ALL STEEL PLATES NOT OTHERWISE NOTED SHALL CONFORM TO ASTM A-36 WITH MINIMUM YIELD STRENGTH OF 36 KSI.
- ALL HIGH-STRENGTH BOLTS SHALL MEET THE REQUIREMENTS OF THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM F3125 BOLTS".
- UNLESS NOTED OTHERWISE, ALL BOLTS SHALL BE 3/4" DIAMETER F3125 AND SHALL BE BEARING TYPE CONNECTIONS.
- ALL BOLTS CAST INTO CONCRETE SHALL CONFORM TO ASTM F1554.
- FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL BE DONE BY CURRENTLY CERTIFIED WELDERS IN ACCORDANCE WITH AWS "STRUCTURAL WELDING CODE", LATEST EDITION.
- USE E70XX ELECTRODES FOR ALL WELDING, UNLESS NOTED OTHERWISE (GRIND ALL EXPOSED WELDS SMOOTH.)
- PIPE COLUMNS SHALL CONFORM TO ASTM A-501 OR A53, TYPES E OR S, GRADE B, WITH A MINIMUM YIELD STRENGTH OF 36 KSI.
- TUBE COLUMNS SHALL CONFORM TO ASTM A-500, GRADE B, WITH A MINIMUM YIELD STRESS OF 46 KSI.

WOOD:

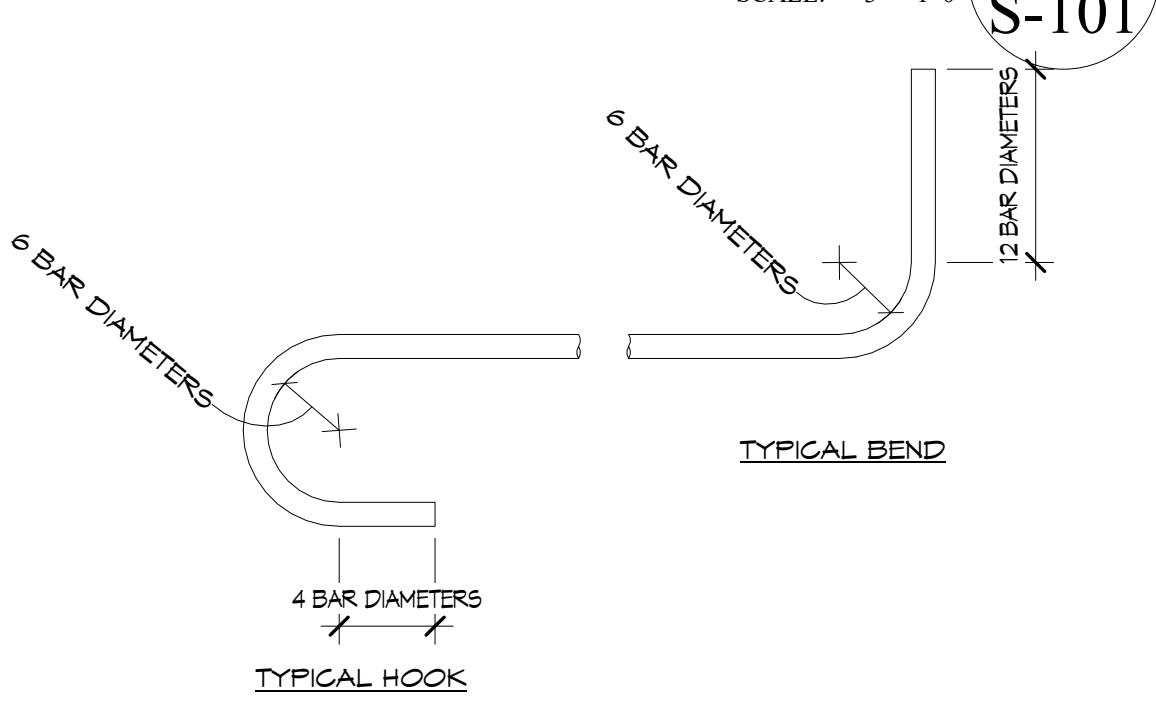
- ALL WOOD CONSTRUCTION AND CONNECTIONS SHALL CONFORM TO AITC "AMERICAN INSTITUTE OF TIMBER CONSTRUCTION" MANUAL, AND THE "NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION", AND THE MOST CURRENT ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE.
- ALL MEMBER SIZES ARE TO BE AS SHOWN ON DRAWINGS AND PROVIDE THE FOLLOWING MINIMUM PROPERTIES:
MEMBER SPECIES FB (PSI) E (PSI)
HEADERS:
2X HF#2 OR BETTER 850(MIN.) 1,300,000
POSTS:
4X HF#2 OR BETTER 575(MIN.) 1,100,000
6X DF#1 1,200(MIN.) 1,600,000
BEAMS:
4X HF#2 OR BETTER 850(MIN.) 1,300,000
6X DF#1 1,350(MIN.) 1,600,000
JOISTS:
2X6 THRU 2X10 HF#2 OR BETTER 850(MIN.) 1,300,000
2X12 DF#2 900(MIN.) 1,400,000
STUDS:
2X4 & 2X6 HF STUD/ BETTER 675(MIN.) 1,200,000
2X4/2X6- OVER 96" HF#2 OR BETTER 700(MIN.) 1,400,000
OTHER:
SILL PLATES HF CONST. GRADE 975(MIN.) 1,300,000 OR HF#2
- LOG POSTS, COLUMNS, BEAMS, ETC., LODGEPOLE PINE (STANDING DEAD & DRIED MIN. 3 YEARS). SPECIFIED DIAMETER IS THE MIN. AT ANY POINT.
- ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- ALL BOLTS FOR BOLTED CONNECTIONS SHALL CONFORM TO ASTM A307. USE WASHERS BETWEEN WOOD AND BOLT HEADS AND NUTS.
- ALL METAL WOOD CONNECTORS SHALL BE AS MANUFACTURED BY SIMPSON STRONG TIE CO. (OR APPROVED EQUAL) AND SHALL BE GALVANIZED.
- ALL JOISTS SHALL BE Laterally supported at ends by solid blocking.
- ALL EXTERIOR AND BEARING WALLS SHALL BE FRAMED OF 2X6'S @ 16" O.C. WHERE WALL SUPPORTS PREFABRICATED ROOF TRUSSES, FRAME WALL SO THAT EVERY OTHER TRUSS FALLS DIRECTLY OVER A STUD.
- UNLESS NOTED OTHERWISE ON PLANS, PROVIDE DOUBLE STUDS AT ALL JAMBS OF OPENINGS UP TO 6'-0". USE TRIPLE STUDS FOR OPENINGS GREATER THAN 6'-0" AND LESS THAN 10'-0".
- WHERE BEAMS OR COLUMNS ARE FORMED OF 2 OR MORE MEMBERS THEY SHALL BE FULL LENGTH AND FASTENED TOGETHER PER THE INTERNATIONAL BUILDING CODE.
- WALL SHEATHING SHALL BE 7/16" OSB, MINIMUM SPAN RATING 24/16. FASTEN WITH 8D GALVANIZED BOX NAILS AT 4" O.C. MAXIMUM AT ALL PANEL EDGES. SPACE NAILS AT 12" O.C. MAXIMUM ALONG INTERMEDIATE FRAMING. BLOCK ALL PANEL EDGES.
- ROOF SHEATHING SHALL BE 5/8" OSB, MINIMUM SPAN RATING 40/20. FASTEN WITH 8D NAILS AT 4" O.C. MAXIMUM AT ALL SUPPORTED EDGES. SPACE NAILS 12" O.C. ALONG INTERMEDIATE FRAMING MEMBERS.
- FLOOR AND FLAT ROOF SHEATHING SHALL BE 3/4" TONGUE AND GROOVE OSB SHEATHING, MINIMUM SPAN RATING 24 O.C. APA STURD-I-FLOOR FASTEN WITH 10D NAILS AT 4" O.C. AT BOUNDARY AND 6" O.C. MAXIMUM AT ALL SUPPORTED EDGES AND 12" O.C. ALONG INTERMEDIATE FRAMING MEMBERS. PANEL LAYOUT SHALL BE CASE 1 WITH SHEETS PERPENDICULAR TO FRAMING WITH ALL JOINTS BLOCKED.
- NAILING SCHEDULE:
CONNECTION:
JOIST TO SILL OR GIRDER, TOENAIL NAILING:
BRIDGING TO JOIST, TOENAIL EACH END 3-8D
SOLE PLATE TO JOIST/BLOCKING, (TYP.) FACE NAIL 2-8D
TOP PLATE TO STUD, END NAIL 16D @ 16" O.C.
DOUBLE STUDS, FACE NAIL 2-16D
DOUBLE TOP PLATES, (TYP.) FACE NAIL 16D @ 24" O.C.
DOUBLE TOP PLATES, LAP SPLICE 16D @ 16" O.C.
BLOCKING B/W JSTS/RAFTERS TO TOP PLATE, TOENAIL 8-16D
RIM JOIST TO TOP PLATE, TOENAIL 3-8D
TOP PLATES, LAPS & INTERSECTIONS, FACE NAIL 8D @ 6" O.C.
CONTINUOUS HEADER, TWO PIECES 2-16D
CEILING JOISTS TO TOP PLATE, TOENAIL 16D @ 16" O.C. EA. EDGE 3-8D
CONTINUOUS HEADER TO STUD, TOENAIL 4-8D
CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL 3-16D
CEILING JOISTS TO PARALLEL RAFTERS, FACE NAIL 3-16D
RAFTER TO PLATE, TOENAIL 3-8D
BUILT-UP CORNER STUDS 16D @ 24" O.C.
SUBFLOOR 10D @ 6" O.C. EDGES, 12" O.C. FIELD
WALL SHEATHING 8D @ 6" O.C. EDGES, 12" O.C. FIELD
- BCI AND VERSA-LAM JOIST AND BEAM PRODUCTS:
A. LPI, TJI OR OTHER MANUFACTURER MAY BE SUBSTITUTED FOR BCI PRODUCTS.
B. ALL JOISTS SHALL BE SHIPPED, HANDLED AND INSTALLED AS DIRECTED BY THE JOIST MANUFACTURER.
C. THE JOIST MANUFACTURER SHALL PROVIDE ALL REQUIRED HANGERS, SHAPED BEARING PLATES AND PRECUT BLOCKING REQUIRED FOR A COMPLETE INSTALLATION.
D. JOISTS SHALL RUN CONTINUOUS OVER INTERMEDIATE SUPPORTS.
- GLUE-LAMINATED MEMBERS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AITC SPECIFICATIONS. ALL GLUE-LAMS SHALL BE WEST COAST OF. EXTERIOR GLUE, ARCHITECTURAL APPEARANCE GRADE, 24F-V4 OR BETTER.
- INTERIOR TIMBER BEAM MEMBERS SHALL BE DOUGLAS FIR #1 TIMBER BEAM MEMBERS. EXTERIOR TIMBER BEAM MEMBERS SHALL BE WESTERN CEDAR. SELECT STRUCTURAL, ROUGH-SAWN, UNLESS OTHERWISE NOTED ON DRAWINGS.
- WHERE STEEL FASTENERS ARE IN CONTACT WITH PRESSURE TREATED LUMBER, HOT DIP GALVANIZED OR OTHER CORROSION PROTECTION SHALL BE PROVIDED. THIS INCLUDES NAILS, BOLTS OR OTHER FASTENERS.

PRE-ENGINEERED WOOD TRUSSES:

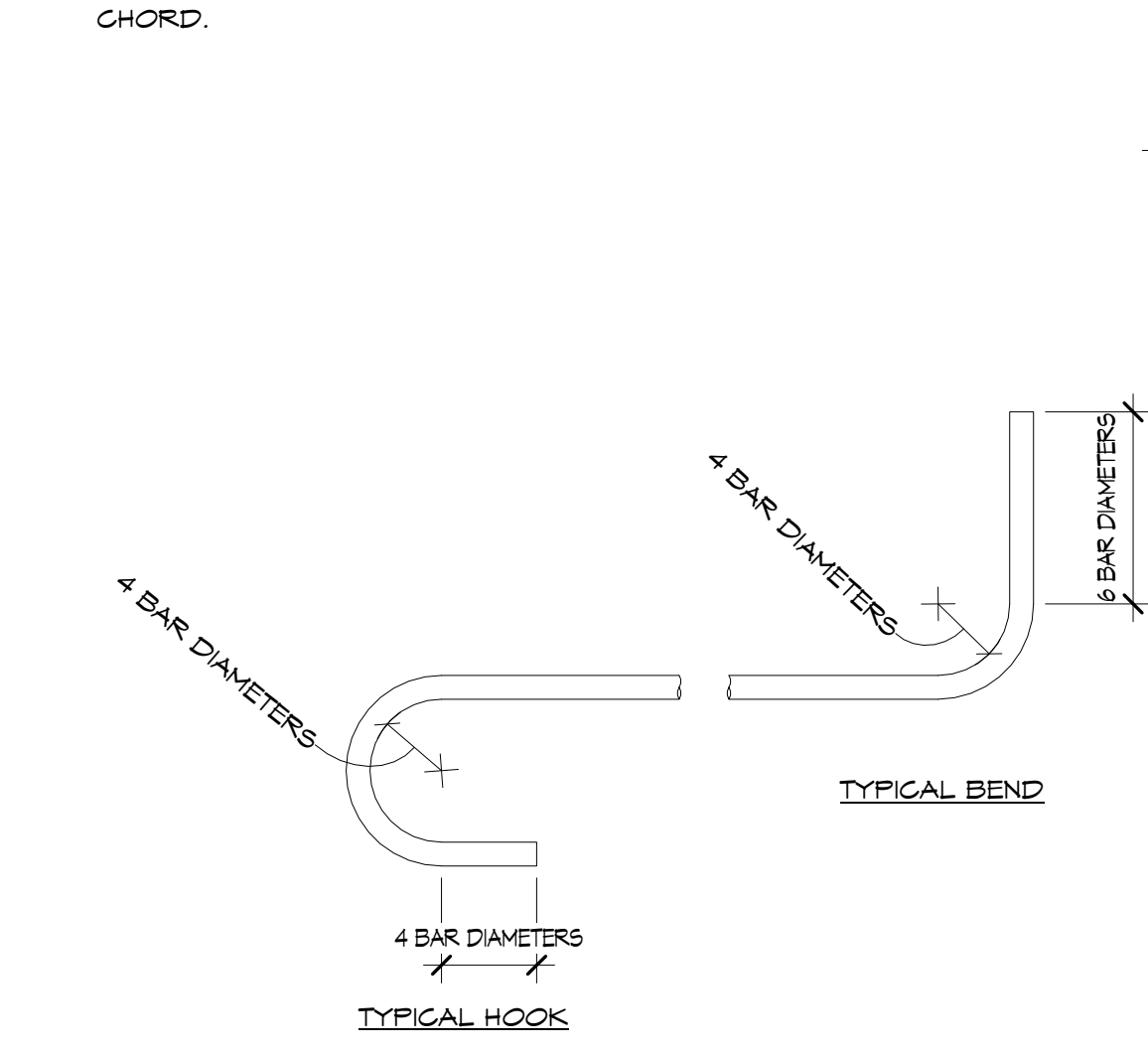
- DESIGN OF METAL CONNECTED ROOF TRUSSES SHALL COMPLY WITH:
A. NPFA'S "NATIONAL DESIGN SPECIFICATION FOR STRESS GRADED LUMBER AND ITS FASTENINGS".
B. TRUSS PLATE INSTITUTE'S "DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTED ROOF TRUSSES."
- SIGNED AND SEALED SHOP DRAWINGS SHOWING TRUSS CONFIGURATION WITH MEMBER SIZES AND CONNECTIONS, TRUSS LAYOUT WITH PIECE MARKS, REQUIRED TRUSS TO TRUSS CONNECTIONS, DESIGN LOADS, DURATION FACTORS AND ERECTION DETAILS MUST BE SUBMITTED FOR REVIEW PRIOR TO FABRICATION. IF REQUIRED, SUBMIT COPIES TO THE BUILDING DEPARTMENT AT TIME OF PERMITTING.
- PRE-FABRICATED WOOD TRUSSES SHALL BE FABRICATED FROM HEM-FIR KILN DRIED #2 OR BETTER FOR CHORDS AND #3 GRADE OR BETTER FOR WEBS.
- NO WANE, SKIPS OR OTHER DEFECTS SHALL OCCUR IN THE PLATE CONTACT AREA OR SCARFED AREA OF WEB MEMBERS. PLATES SHALL BE CONNECTED WITH ONE REQUIRED EACH SIDE OF TRUSS.
- NUMBER OF PANELS AND DIRECTION OF WEB MEMBERS TO SUIT CONTINUOUS OR SIMPLE SPAN TRUSS DESIGN REQUIREMENTS. SEE STRUCTURAL AND ARCHITECTURAL DRAWINGS FOR OUTLINE SHAPE AND ANY SPECIAL CONDITIONS/LOCATIONS OF PANEL POINTS. NOTE BEARING WALL LOCATIONS AT ALL BALCONIES AND PORCHES.
- PERMANENT TRUSS BRACING OR BRIDGING MEMBERS SHALL BE 2" X 4" MINIMUM HEM-FIR WITH MINIMUM LOCATIONS AS NOTED ON PLANS. ADDITIONAL BRACING REQUIRED TO STRENGTHEN TRUSS COMPONENTS SHOULD BE NOTED ON THE ERECTION DRAWINGS IN ACCORDANCE WITH TRUSS MANUFACTURER'S RECOMMENDATIONS.
- HANDLING, ERECTION AND BRACING OF WOOD TRUSSES SHALL BE IN ACCORDANCE WITH THE TRUSS PLATE INSTITUTE, LATEST EDITION, AND AS NOTED BELOW.
A. AT RIDGES
B. AT 10 FT O.C. HORIZONTALLY - AT PANEL POINT LOCATIONS
C. AT ALL DEEP (18') BEARING ENDS.
- PROVIDE CONTINUOUS 2" X 4" AT 48" O.C. PERPENDICULAR TO TRUSSES AT TOP CHORD WHERE ROOF PLYWOOD IS NOT RIGIDLY ATTACHED TO TOP CHORD OF TRUSS.
- PROVIDE CONTINUOUS 2" X 4" AT 48" O.C. AT BOTTOM CHORD WHERE A RIGID CEILING IS NOT FIRMLY ATTACHED DIRECTLY TO THE BOTTOM CHORD.



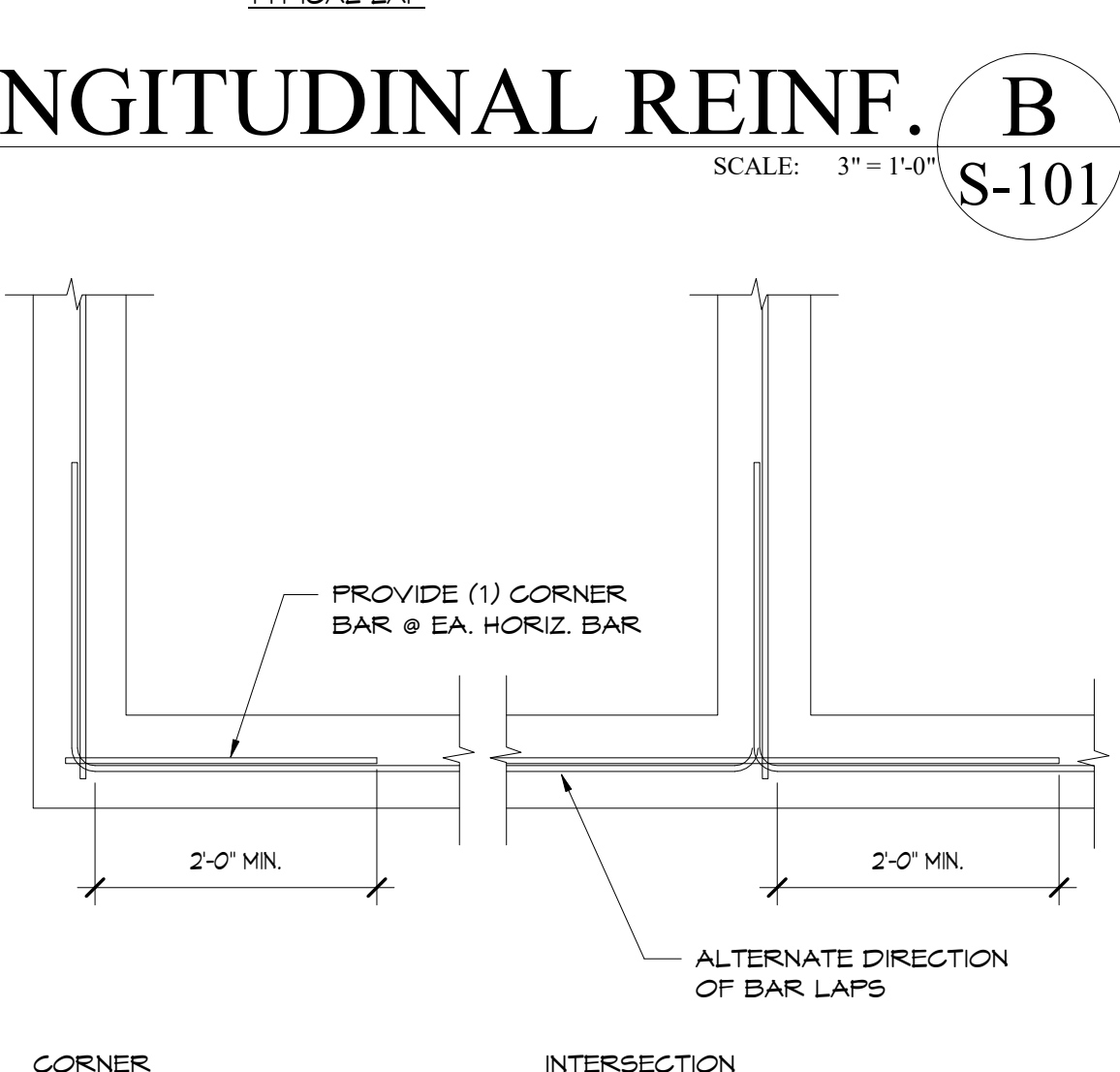
ANCHOR BOLT DET. A
SCALE: 3" = 1'-0"



LONGITUDINAL REINF. B
SCALE: 3" = 1'-0"

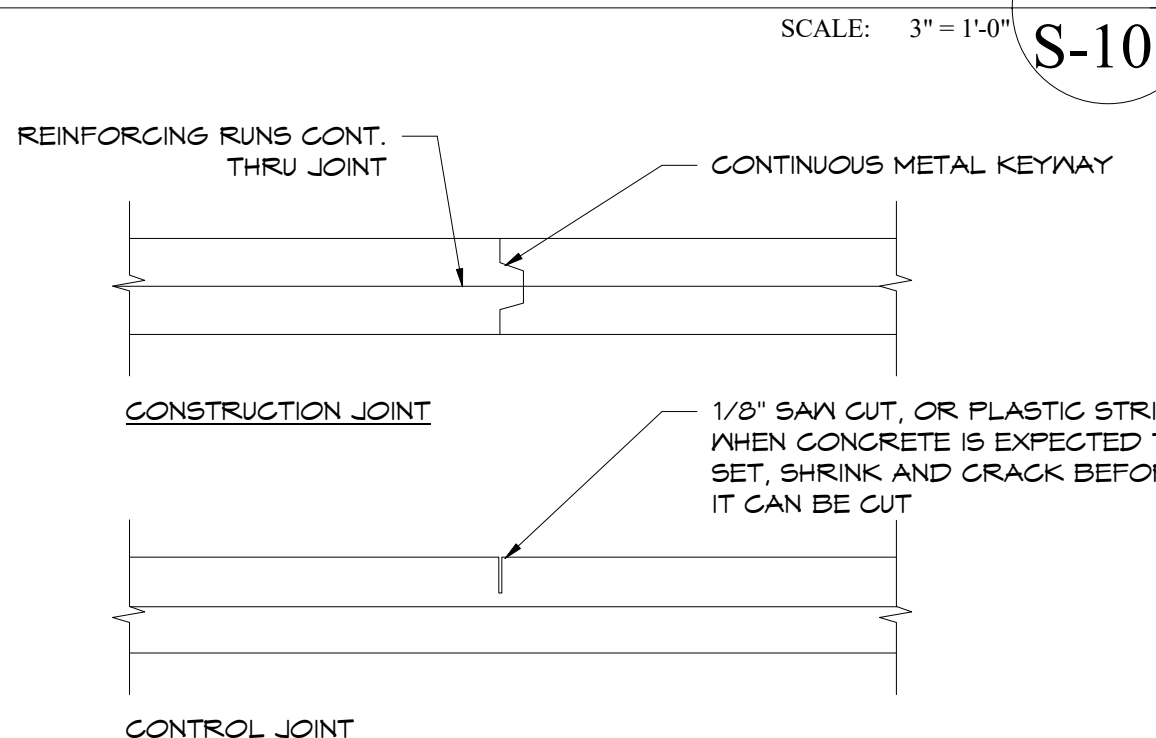


STIRRUP/TIE REINF. C
SCALE: 3" = 1'-0"



CONCRETE DETAILS D
SCALE: 3/4" = 1'-0"

WASHED GRAVEL AND PERF DRAIN DETAIL FOR CLARIFICATION



- NOTE:
- PROVIDE CONSTRUCTION OR CONTROL JOINTS TO DIVIDE SLABS INTO AREAS NOT EXCEEDING 256 S.F. LONG DIMENSION SHALL NOT EXCEED SHORT DIMENSION BY MORE THAN 20%.
 - IN REINF. SLABS, HALF OF THE REINFORCEMENT SHALL BE ELINATED ACROSS CONTROL JOINTS

SLAB JOINTS E
SCALE: 1 1/2" = 1'-0"

206 3rd party testing for foundation compaction and concrete by town, priced separately by town, do not include cost in bid

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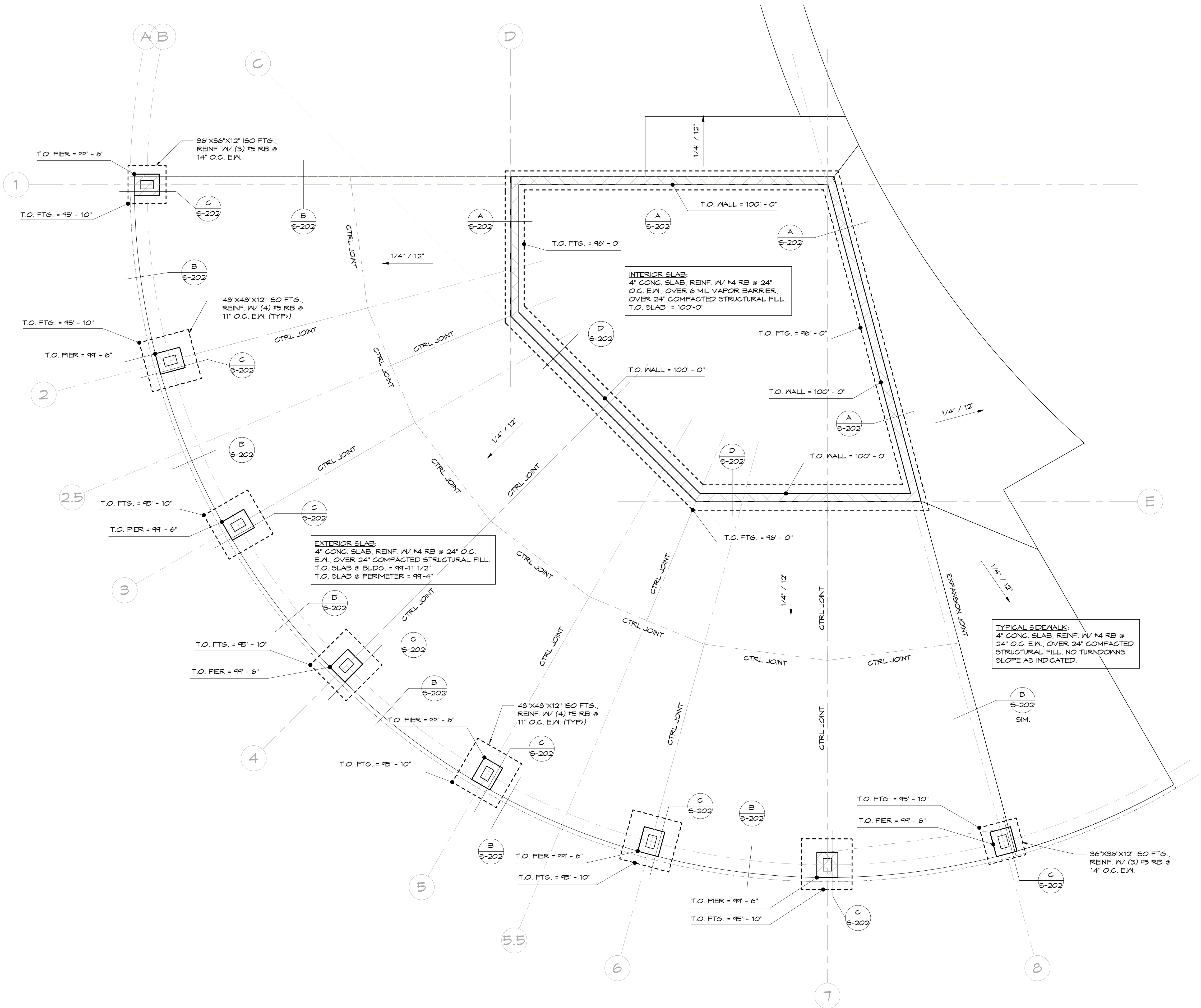
RIDGWAY ATHLETIC PAVILION
594C SABETA DRIVE
RIDGWAY, CO 81432

JOB. NO.: **19175**
DATE: **2020-02-10**
DRAWN BY: **RAA**

ISSUE RECORD:
2020-02-10 PERMIT SET

REVISIONS:

S-101
GENERAL NOTES



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

GENERAL FOUNDATION PLAN NOTES:

- A. ALL FOOTINGS SHALL BEAR A MINIMUM OF 48" BELOW LOWEST ADJACENT GRADE.
- B. SEE GENERAL NOTES FOR CONCRETE REQUIREMENTS ON S-101.
- C. DESIGN IS BASED ON BEARING CAPACITY OF 1250 PSF PER GEOTECHNICAL REPORT NO. 2384 BY GEOTECHNICAL ENGINEERING GROUP, INC. NOTIFY ARCHITECT/ENGINEER IF GRAVELLY CLAY SOILS ARE NOT ENCOUNTERED.
- D. A/E TO INSPECT EXPOSED SUBGRADE PRIOR TO FORMING OF FOOTINGS.
- E. CONTRACTOR TO VERIFY THAT SUBGRADE IS EXCAVATED TO NATIVE MATERIAL AND NO EXPANSIVE OR LOW STRENGTH SOILS ARE ENCOUNTERED.
- F. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS AND FOUNDATION ELEVATIONS PRIOR TO START OF WORK AND SHALL NOTIFY A/E OF ANY DISCREPANCIES.
- G. CONTRACTOR TO INSTALL PASSIVE RADON SYSTEM UNDER INTERIOR SLAB W/ 6 MIL PLASTIC OVER GRAVEL. PROVIDE 3" OF 4" PERFORATED PIPE BELOW PLASTIC WITH 4" SOLID PIPE VENTED TO ROOF.



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+ ASSOCIATES

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RIDGWAY ATHLETIC PAVILION

594C SABETA DRIVE
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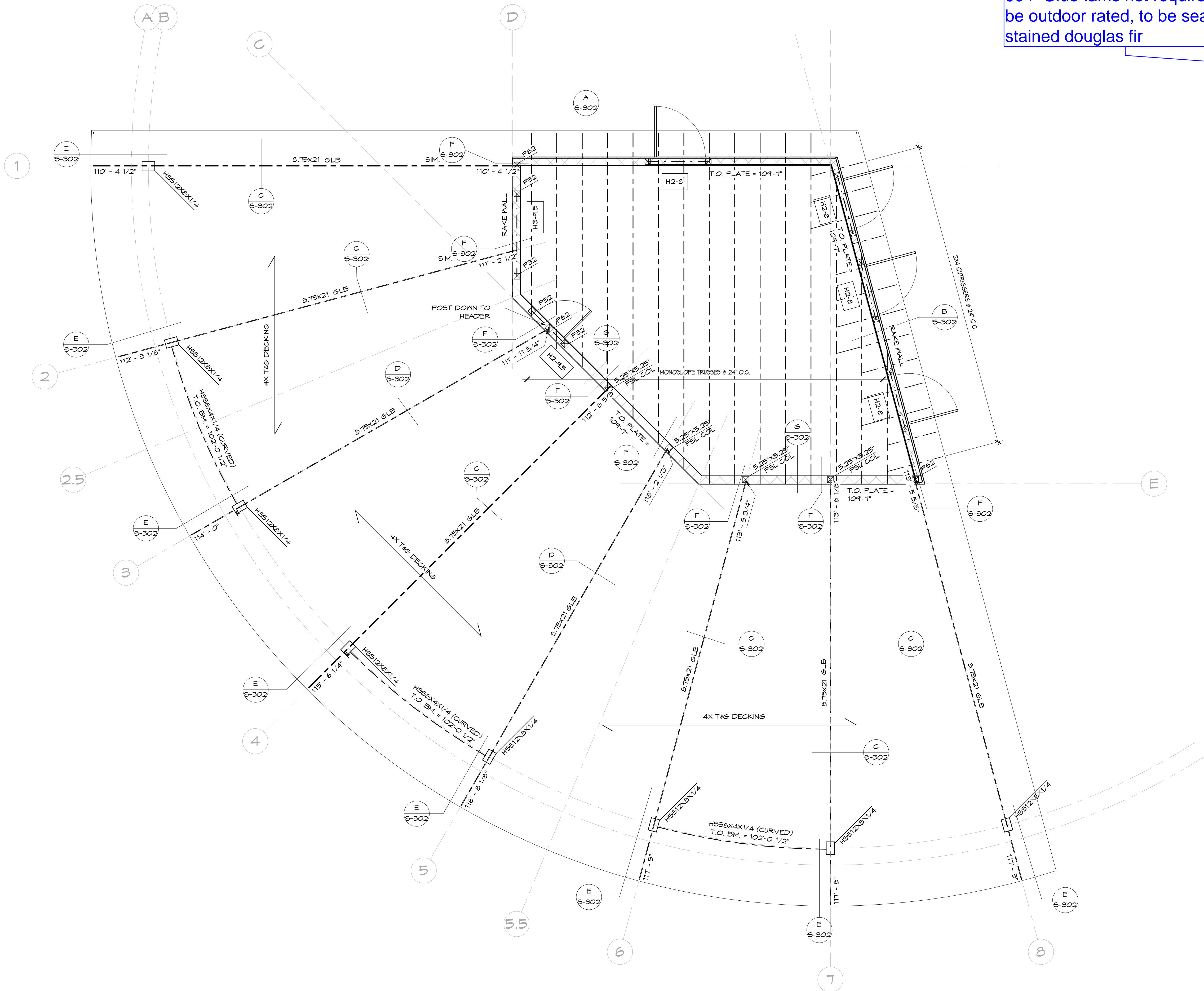
ISSUE RECORD:
2020-02-10 PERMIT SET

REVISIONS:

S-201

FOUNDATION
PLAN





004 Glue-lams not required to be outdoor rated, to be sealed / stained douglas fir

- GENERAL FRAMING PLAN NOTES:
- A. ALL PRODUCTS NOTED MAY BE SUBSTITUTED WITH EQUAL PRODUCTS BY TRUS-JOIST, BOISE GASCATE, INTERNATIONAL PAPER, OR LOUISIANA PACIFIC, OR ROSEBURG.
 - B. ALL STRUCTURAL COMPOSITE MEMBERS (LVL, PSL, GLULAM, ETC...) SHALL BE GRADED AS 24F-1.8E
 - C. ALL GLULAM BEAMS ARE TO BE OUTDOOR-RATED AND ARCHITECTURAL APPEARANCE GRADE.
 - D. ROOF TRUSSES AND CORRESPONDING HANGERS SHALL BE SIZED BY TRUSS MANUFACTURER. SEE GENERAL NOTES ON S-101.
 - E. POSTS SHALL CARRY DOWN TO THE FOUNDATION.
 - F. HEADER SCHEDULE: HA-B, WHERE:
 - HA-B = NUMBER OF FLIES
 - B = NOMINAL MEMBER SIZE
 - 8 = 2x8 D.F. #1
 - 10 = 2x10 D.F. #1
 - 12 = 2x12 D.F. #1
 - T.25 = 1.75"x1.25" LVL
 - 9.5 = 1.75"x9.5" LVL
 - 11.875 = 1.75"x11.875" LVL
 - 14 = 1.75"x14" LVL
 - G. POST SCHEDULE: PAB, WHERE:
 - A = NUMBER OF JACK OR CRIPPLE STUDS
 - B = NOMINAL KING STUDS
 - ALL POSTS NOT OTHERWISE NOTED ARE P22
 - P44 = 4x4 TIMBER
 - P66 = 6x6 TIMBER
 - P88 = 8x8 TIMBER
 - P1010 = 10x10 TIMBER
 - H. ALL HEADERS IN BEARING AND EXTERIOR WALLS NOT OTHERWISE NOTED ARE (2) 2x8S.
 - I. WHERE BEAMS/HEADERS ARE NOTED AS "FLUSH", PLACE TOP OF BEAM FLUSH WITH TOP OF JOISTS, AND HANG JOISTS FROM BEAM WHERE APPLICABLE.
 - J. FRAMING PLAN ELEVATIONS ARE TO TOP OF BEAM UNLESS OTHERWISE NOTED.
 - K. SEE GENERAL NOTES ON S-101 FOR SHEATHING CONNECTION REQUIREMENTS.
 - L. PRE-FAB TRUSSES TO BE POSITIONED SUCH THAT THEY AVOID THE BEARING POINTS OF THE GLULAM BEAMS.

FRAMING PLAN

SCALE: 1/4" = 1'-0"



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RIDGWAY ATHLETIC PAVILION

594C SABETA DRIVE
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-10
DRAWN BY: RAA

ISSUE RECORD:
2020-02-10 PERMIT SET

REVISIONS:

S-301

FRAMING PLAN



GLB/COLUMN CONN. (E)



GLB/WALL CONN. (F)

DECK/RAFTER CONN. 1 (C)

WALL CONN. DETAIL G

DECK/RAFTER CONN. 2 (D)

TYP. HEADER DETAIL H

VE Changes		
Item Number		Drawing
	Accepted VE Options	
001	Reroof existing restroom with propanel	AS-103
002	Change from 3/4" to 3/8" roof sheathing over the outdoor covered area	S-301
003	Change from tube steel to steel bar on shade structure	A-302
004	Glue-lams not required to be outdoor rated, to be sealed / stained Douglas fir	S-301
005	Remove all wall sconce lighting on columns	A-103
006	Change interior countertop to Formica, provide cost to upgrade to stainless as separate line item and we will upgrade if we have the funds	A-101
007	Reduce slab turndown to 8"	S-201
008	Remove East concrete area under picnic tables	L-101
009	Remove North concrete adjacent to walk, under trash bin	L-101
010	Simplify 3 storage rooms into 1	A-101
011	Remove resilient base	A-401
012	Remove the motion sensor and replace with 3 recessed LED wall lights mounted 24" above top of slab, on photocell	A-103
013	Simplify coiling door, standard color and size	A-401
014	Remove the lighting control panel and replace with manual switch for exterior uplights	A-103
015	Change siding from metal shingles to Propanel, designer to identify color and profile. Same for monument sign.	A-201, AS-103
016	Reduce the number of light fixtures, interior and exterior, to what is shown in blue	A-103
017	Change from 2 layers 5/8" OSB on exterior to 1 layer of 5/8" OSB	A-302
018	Change roof from corrugated metal to Propanel, designer to identify color and profile, remove ALT to do standing seam	A-102
019	Remove stadium seats and mounting, make counters bar height, include \$6000 allowance for granite or equal counter tops (remove center counter if the allowance is not adequate for all 3 counters)	A-101
020	Remove wood trim	A-302, detail E
	Work by Town	
201	4" raw water line and existing irrigation relocation to be completed by town, price separately	L-102
202	ADA upgrades (replace mirrors and add vertical grab bars) to be completed by Town, price separately	AS-103
203	Plumbing to be stubbed to building by town, price separately Copper piping will be required for the domestic water service, A new 3/4" copper service line will need to be installed from a 1.5" line to serve the Pavilion. A 4" sanitary sewer service line will be required. The service line will connect to the 4" bathroom service line downstream of the bathroom cleanout.	AS-101
204	Dirt disposal to be on Town of Ridgway property, price separately	AS-103
205	Picnic tables to be purchased and installed by town, priced separately by town, do not include cost for tables in bid	A-101
206	3rd party testing for foundation compaction and concrete by town, priced separately by town, do not include cost in bid	S-101
207	Labor for staining of T&G Decking and Glulam beams and interior painting to be done by town, price separately	A-201

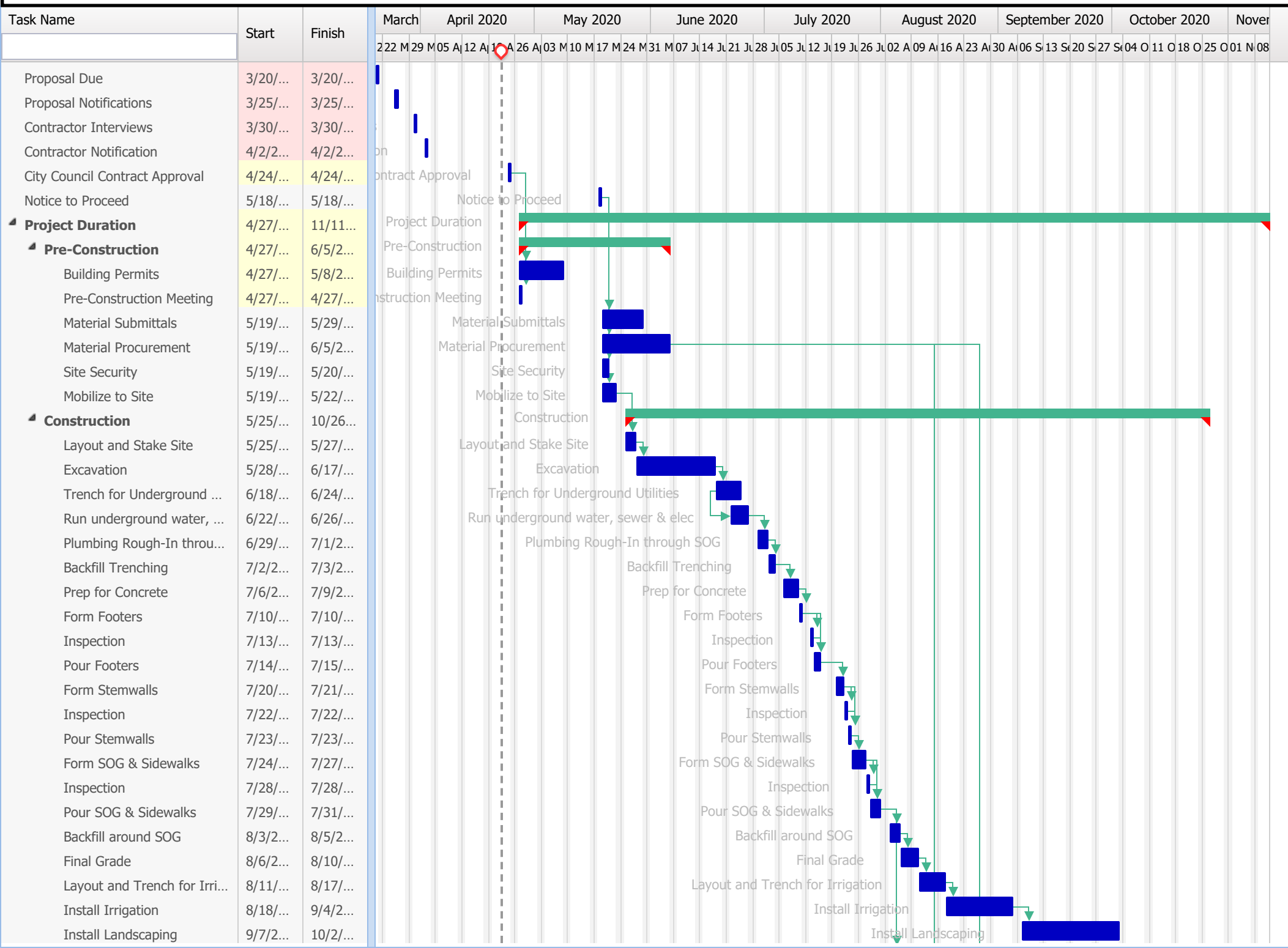
208	Town to paint existing restroom (as budget and time allows in 2020, may need to wait until 2021)	AS-103
	Clarifications	
300	Sealed concrete floor throughout	
301	Min 26 gauge roofing per town spec	
302	Path Lights, removed from bid entirely	
303	New Landscaping / Irrigation / Associated Plumbing, price as separate line item	
304	Remove all other upgrades to existing restroom not mentioned above (re-cladding, replace light fixtures, replace drinking fountain)	
305	No base cabinets in concession area	
306	To support counters, use counter top support brackets mounted to the wall	
307	Hot water is needed at the concession sink and mop sink. Use EcoSmart ECO 11 Electric Tankless Water Heater or similar.	
308	Future concession heater to be Stelpro SKU: STELPRO626296385517 or similar	
309	Weather barrier is needed: https://www.dupont.com/products/tyvek-homewrap-superior-house-wrap.html . or similar	
310	Ice and water shield underlayment is required at roof. High heat not required.	
311	Foundation drain should be 2" above bottom of footing. A foundation drain should be included around the footing of the enclosed space.	
312	Damproofing should be included around the footing of the enclosed space	
313	A panel schedule is not available. A 200amp panel should be sufficient	
314	Monument sign and all related work, price as separate line item (no power needed at sign)	



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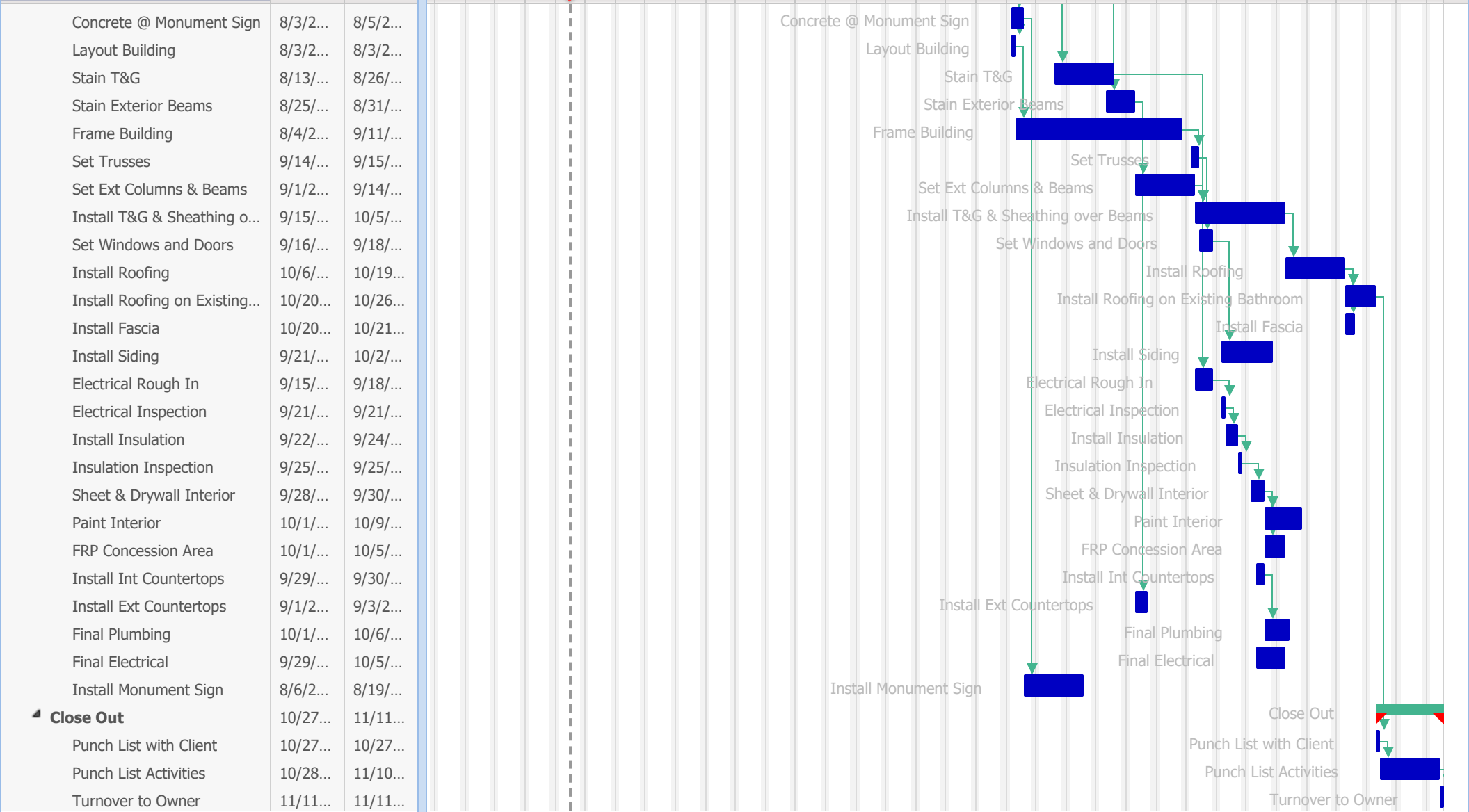
EXHIBIT A2 PROJECT TIMELINE

Ridgway Athletic Park Pavilion Initial Schedule 4/22/20



Ridgway Athletic Park Pavilion Initial Schedule

Task Name	Start	Finish	2020																																	
			March	April 2020			May 2020			June 2020			July 2020			August 2020			September 2020			October 2020			November											
			22 M	29 M	05 A	12 A	19 A	26 A	03 M	10 M	17 M	24 M	31 M	07 J	14 J	21 J	28 J	05 A	12 J	19 J	26 J	02 A	09 A	16 A	23 A	30 A	06 S	13 S	20 S	27 S	04 O	11 O	18 O	25 O	01 N	08 N





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EXHIBIT B
CONTRACT SUM



April 22, 2020

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
01 00 00 - GENERAL REQUIREMENTS				
Permits	1	EA	\$ -	BY OWNER
Bonding	1	EA	\$ 14,000.00	\$ 14,000.00
Submittals & Procurement	100	HR	\$ 39.20	\$ 3,920.00
Superintendent	5	MO	\$ 8,709.12	\$ 43,545.60
Erosion Control	1	EA	\$ 1,680.00	\$ 1,680.00
Security Fencing	1000	LF	\$ 1.12	\$ 1,120.00
Survey	1	EA	\$ 1,680.00	\$ 1,680.00
Mobilization	1	EA	\$ 5,600.00	\$ 5,600.00
Dumpster	5	MO	\$ 336.00	\$ 1,680.00
Porta Potty	5	MO	\$ -	INCLUDED
SUBTOTAL				\$ 73,225.60

03 00 00 - CONCRETE				
4" SOG	38	CY	\$ 448.00	\$ 17,024.00
Sidewalks	14	CY	\$ 128.00	\$ 1,792.00
Footer	8	CY	\$ 448.00	\$ 3,584.00
Stemwall	10	CY	\$ 448.00	\$ 4,480.00
Turn Down Curb	10	CY	\$ 179.20	\$ 1,792.00
Pier Footing	16	CY	\$ 448.00	\$ 7,168.00
Dampproofing	1	LS	\$ 560.00	\$ 560.00
Vapor Barrier	1	LS	\$ 599.20	\$ 599.20
SUBTOTAL				\$ 36,999.20

05 00 00 - METALS				
Structural Steel	1	LS	\$ 14,000.00	\$ 14,000.00
Steel Shade Structure*	1	LS	\$ 4,950.40	\$ 4,950.40
SUBTOTAL				\$ 18,950.40

06 00 00 - WOOD AND PLASTIC				
Framing Materials	650	SF	\$ 26.71	\$ 17,360.00
Framing Labor	700	HR	\$ 39.20	\$ 27,440.00
4x6 T&G Decking	1	EA	\$ 20,944.00	\$ 20,944.00
Doug Fir Glulam Beams	1	EA	\$ 17,136.00	\$ 17,136.00
SUBTOTAL				\$ 82,880.00

07 00 00 - THERMAL AND MOISTURE PROTECTION				
Building Insulation*	1	EA	\$ 3,197.60	\$ 3,197.60
Roofing - Propanel	37	SQ	\$ 392.00	\$ 14,504.00
SUBTOTAL				\$ 17,701.60

08 00 00 - DOORS AND WINDOWS				
Hollow Metal Doors	3	EA	\$ 1,344.00	\$ 4,032.00
Overhead Coiling Door*	1	EA	\$ 1,680.00	\$ 1,680.00
SUBTOTAL				\$ 5,712.00

09 00 00 - FINISHES				
Exterior Siding - Propanel	1200	SF	\$ 3.38	\$ 4,052.72
Exterior Siding Labor	100	HR	\$ 78.40	\$ 7,840.00
Drywall Lid	650	SF	\$ 2.80	\$ 1,820.00
Interior Finishes	650	SF	\$ 3.07	\$ 1,993.60

Interior Finish Labor	200	HR	\$ 39.20	\$ 7,840.00
Int Countertops	60	SF	\$ 52.27	\$ 3,136.00
Ext Countertop Allowance	1	EA	\$ 6,000.00	\$ 6,000.00
Int/Ext Paint/Stain	1	EA	\$ 6,720.00	\$ 6,720.00
SUBTOTAL				\$ 39,402.32

22 00 00 - PLUMBING				
Plumbing Subcontractor	1	LS	\$ 12,320.00	\$ 12,320.00
SUBTOTAL				\$ 12,320.00

26 00 00 - ELECTRICAL				
Project Electrical	1	LS	\$ 26,880.00	\$ 26,880.00
SUBTOTAL				\$ 26,880.00

31 00 00 - EARTHWORK				
Import - Aggregates	620	TN	\$ 14.72	\$ 9,128.00
Sitework - Excavation, Backfill, Final Grade	7800	SF	\$ 6.25	\$ 48,787.20
SUBTOTAL				\$ 57,915.20

32 00 00 - EXTERIOR IMPROVEMENTS				\$ -
New Landscaping and Irrigation	1	LS	\$ 27,153.28	\$ 27,153.28
SUBTOTAL				\$ 27,153.28

CONSTRUCTION ALTERNATES				
Existing Restroom Roofing	1	LS	\$ 2,654.40	\$ 2,654.40
Monument Sign	1	EA	\$ 11,200.00	\$ 11,200.00
SUBTOTAL				\$ 13,854.40

CONSTRUCTION TOTAL	\$ 412,994.00
Kuboske Donation	\$ 7,500.00
TOTAL CONTRACT VALUE	\$ 405,494.00

WORK TO BE COMPLETED BY TOWN OF RIDGWAY - COSTS NOT INCLUDED IN CONSTRUCTION TOTAL				
Plumbing to building site side of sidewalk	1	LS	\$ 2,400.00	\$ 2,400.00
Dirt Disposal Location	1	LS	\$ 1,240.00	\$ 1,240.00
Furniture Install	1	LS	\$ 240.00	\$ 240.00
Staining of T&G Decking and Glulam Beams - Labor Only	1	LS	\$ 4,200.00	\$ 4,200.00
Interior Painting - Labor Only	1	LS	\$ 1,750.00	\$ 1,750.00
4" Raw Water Line and Existing Irr. Relocation	1	LS	\$ 19,062.40	\$ 19,062.40
Existing Restroom Grab Bar / Mirror	1	LS	\$ 560.00	\$ 560.00
Cost to Paint Restrooms - (As budget & time allows in 2020, may need to wait until 2021)	1	LS	\$ -	\$ -
				\$ 29,452.40

CONSTRUCTION ALTERNATES				
Stainless Steel Countertops ALT	30	SF	\$ 56.00	\$ 1,680.00
SUBTOTAL				\$ 1,680.00

- * Steel Shade Structure is 1/4" x 4" Steel Bar
- * Electrical represents VE of no control panel and utilizes Timelock and Photocells
- * Closed Cell Insulation donated by Kuboske Construction
- * Overhead Coiling door is an alternate to the spec'd door



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

EXHIBIT C
CHANGE ORDER TEMPLATE



Change Order #__ [insert title]

Status: [insert]

Document Date: [insert date]

Kuboske Company
67242 Sunshine Road
Montrose, CO 81401
(970) 209-9528

Project: Town of Ridgway
Athletic Park Pavilion
Construction Ridgway, CO 81432
(970) 626-5308

CO # __ - [insert description]

Line Items

Category	Selection	Choice	Revised Budget	Budget	Difference
Subtotal					
Total					

Change Order Totals

Total from other approved change orders (insert list)	
Total from this change order	
Total from all change orders	

* May not include other change orders that have been approved since this change order was created

Approvals

Contractor: Jimmy Bradburn

Date

Owner: Town of Ridgway

Date

Contractor will undertake no additions, deletions or other revisions to the Project, which is not provided for in the Contract unless the Owner and the Contractor have both signed a written Change Order.



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EXHIBIT D
NOTICE OF AWARD, BONDS



NOTICE OF AWARD

DATED: 05/06/2020

TO: Kuboske Construction, LLC

ADDRESS: 67242 Sunshine Rd., Montrose, CO 81401

PROJECT NAME: Athletic Park Pavilion Construction

You are notified that your Bid dated 3/20/2020 for the above Project has been considered. You are the apparent successful bidder and have been awarded a contract for the Town of Ridgway Athletic Park Pavilion Construction with the following amended scope and pricing:

Exhibit A1, Scope of Services: Construction documents with markup and correlating list of markups

Exhibit A2, Project Timeline: Revised schedule dated 4/22/2020

Exhibit B, Contract Sum: Revised budget dated 4/22/2020

The Contract Price of your contract is four hundred five thousand, four hundred ninety-four and 00/100 Dollars (\$405,494). The Owner reserves the right to add or deleted work as the project progresses for the unit prices above to ensure the project stays within budget.

Actual payments will be based on the quantity and unit price for the work completed in accordance with the Contract Documents.

You must comply with the following conditions within ten days of the date of this Notice of Award, that is by May 16, 2020.

1. You must deliver to the Owner three fully executed counterparts of the Construction Contract including required Contract Securities (Bonds) as specified in the Contract.
2. Certificates of Insurance with the minimum limits and additional insurers listed in the Contract Documents.
3. (List other conditions precedent). (None)



Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Construction Contract with the Contract Documents attached.

OWNER: Town of Ridgway

BY: _____ TITLE: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by:

BY: _____ TITLE: _____

DATE: _____

Upon completion, please return this form to:

Shay Coburn
Town Planner
Town of Ridgway
PO Box 10
Ridgway, CO 81432
scoburn@town.ridgway.co.us



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

EXHIBIT E
NOTICE TO PROCEED



NOTICE TO PROCEED **DRAFT**

DATED: **05/15/2020**

TO: Kuboske Construction, LLC

ADDRESS: 67242 Sunshine Rd., Montrose, CO 81401

PROJECT NAME: Athletic Park Pavilion Construction

The date of Notice to Proceed for the above project is **May 18, 2020**.

In accordance with the Agreement dated **May X, 2020**, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or **before May 28, 2020**.

You are to complete the work by November 30, 2020.

Sincerely,

Shay Coburn
Town Planner

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____ day of _____, 2020.

By _____

Title _____

Company _____

Please complete and return this form within ten days to:

Shay Coburn, Town Planner

Town of Ridgway

PO Box 10, Ridgway, CO 81432

scoburn@town.ridgway.co.us



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

EXHIBIT F
REQUEST FOR BIDS PUBLISHED 2/24/20



**ADVERTISEMENT FOR BIDS
TOWN OF RIDGWAY
ATHLETIC PARK PAVILION CONSTRUCTION PROJECT**

Notice is hereby given that the Town of Ridgway, Colorado will receive sealed bids from qualified contractors for the Athletic Park Pavilion Construction Project for the Town of Ridgway, Colorado. The project generally consists of construction of a shelter, concession area, and equipment storage for park users, including all labor, materials and services for the work necessary to complete the project as indicated in the full Request for Bids that contains a Scope of Work and attached construction documents.

Two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with "Athletic Park Pavilion Construction Project" and the name, address and phone number of the Bidder will be received by Pam Kraft, Town Clerk, at Town Hall, 201 N. Railroad St., PO Box 10, Ridgway, CO 81432 until 10:00 a.m., local time, on the 20th day of March, 2020, at which time all bids will be publicly opened and read aloud. Any bid received after the time stated above will be returned to the Bidder unopened.

The full Request for Bid along with construction documents, may be obtained from the Town Planner at Ridgway Town Hall, 201 N. Railroad, PO Box 10, Ridgway, CO 81432. In addition, all documents associated with this solicitation will be available online at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids>.

Questions regarding this proposal shall be received by 3:00 p.m. on March 6, 2020. Questions must be submitted via email to: Shay Coburn, Town Planner, at scoburn@town.ridgway.co.us. The responses to any submitted questions will be prepared by Town staff and then provided via email to all vendors that have indicated an interest in submitting a proposal and posted on the Town's website by the date listed in the proposed schedule indicated in the full Request for Bids.

The Town of Ridgway reserves the right to reject any and all bids, to waive any and all informalities in bidding and to negotiate contract terms with the successful Bidder, or to make Award in such a manner as they may deem right and proper for the best interest of the Town of Ridgway.

TOWN OF RIDGWAY, COLORADO

By: Pam Kraft, Town of Ridgway, Town Clerk



REQUEST FOR BIDS TOWN OF RIDGWAY ATHLETIC PARK PAVILION CONSTRUCTION PROJECT

INTRODUCTION

Purpose and Goals

The Town of Ridgway is accepting bids from qualified contactors (hereinafter referred to as “Contractor”) to build the Ridgway Athletic Park Pavilion (hereinafter referred to as “Pavilion”).

The Pavilion is to be built in the Regional Athletic Park south of Chipeta Drive and west of County Road 23. The Pavilion will include shelter, concession area, and equipment storage for park users and has been made possible by a generous donor and community fundraising efforts. The Pavilion has been designed, with community input, by Reynolds Ash + Associates. Full construction documents are attached.

PROJECT OVERVIEW

Contactor(s) shall prepare and submit a bid for building the Pavilion based on the Scope of Work below. Once selected, the Contractor(s) will work with the Town staff to refine this Scope of Work as necessary.

Scope of Work

The Scope of Work is based on the attached construction documents, see Exhibit 2. Contractors are highly encouraged to inspect the site prior to submitting a bid.

The Town has committed in-kind support for this construction project. Bidders are asked to bid the full project and the areas where the Town may provide support will be sorted out when the contract terms are negotiated with the successful Bidder.

Estimated Timeline

Project start: 4/13/2020

Bi-monthly onsite progress meetings

Construction schedule to be updated every 30 days throughout the project

Project completion: 10/31/2020



SUBMITTAL REQUIREMENTS

Submittal Instructions

Submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope no later than **10:00 a.m. on March 20, 2020** to:

Town of Ridgway
Town Clerk
Attn: Athletic Park Pavilion Construction Project
PO Box 10
201 N Railroad Street
Ridgway, CO 81432

Bid Format

The bid submitted to Town shall include the following information:

A. Cover letter, including:

1. Contractor(s) name, address, and location(s).
2. Brief description of project interest and project understanding.
3. Signature of the person having proper authority to make formal decisions and commitments on behalf of the primary Bidder.
4. Affirmation statement that Bidder has read and understands the requirements of the draft contract (Exhibit 1 to this RFB), and can meet the requirements stated in the contract, or an indication of which specific requirements cannot be met.

B. Contractor and superintendent information, including:

1. Contractor and superintendent name, title, role, and contact information.
2. Brief description of qualifications and relevant experience for the contactor.
3. At least three relevant projects and references including: project name, location, brief description, and contact information of the client.

C. Project budget, including:

1. A detailed budget based on the Scope of Work and construction documents attached as Exhibit 2. The budget included in the bid shall include an itemized list of the costs of labor, materials, equipment, incidentals, contractor overhead fees, and all other costs required to build a fully complete Pavilion as designed and detailed in the construction documents in Exhibit 2.



2. If suggesting additions not outlined in the Scope of Work, please ensure the cost for those services are separate or clearly identified as additions.

D. Project schedule, including:

1. A proposed project schedule based on the estimated timeline above.
2. Details of what input Contractor will need from the Town and in what timeframe.

Submitting Questions or Clarifications

Questions regarding this RFB shall be received by **3:00 p.m. on March 6, 2020**. Questions must be submitted via email to: Shay Coburn, Town Planner, at scoburn@town.ridgway.co.us. The responses to any submitted questions will be prepared by Town staff and then provided via email to all vendors that have indicated an interest in submitting a proposal and posted on the Town's website by the date listed in the tentative schedule below.

Proposed Schedule (subject to change)

RFB Published	February 24, 2020
Question Deadline	March 6, 2020, 3:00 p.m.
Question Responses Provided	March 11, 2020
<u>Proposals Due</u>	<u>March 20, 2020, 10:00 a.m.</u>
Notifications	March 25, 2020
Contractor Interviews	March 30, 2020
Contractor Notification	April 2, 2020
Approval of Contract by Council	April 8, 2020
Project Start	April 13, 2020

SELECTION PROCESS

The Town will review the bids and interview Contactor(s) if desired. Bids will be evaluated using the following criteria:

1. Project understanding and Contractor(s) fit with the Town of Ridgway.
2. Contractor(s) qualifications, relevant experience, and quality of references.
3. Price/value of proposed services.
4. Proposed schedule.



The Town reserves the right to accept or reject any or all proposals, to waive any and all informalities and to negotiate contract terms with the successful Bidder, or to accept the bid for the contract, which in its judgement best serves the interest of the Owner, and the right to disregard all non-conforming, non-responsive, or conditional proposals. The Town reserves the right to self-perform work and negotiate the provided price accordingly.

Contractor(s) must be willing to work with the Town and other contractors as necessary to complete the project.

ADDITIONAL INFORMATION

The selected Contractor(s) will be required to enter into a contract with the Town regarding the scope of work, schedule, and cost of the project. See Exhibit 1 for a draft Construction Contract. Contractor(s) will be required to affirm that the terms in the contract will be met with any successful award.

The Town will work to honor confidentiality requests to the extent possible and reasonable. If you feel certain aspects of your proposal are proprietary in nature, please clearly indicate those specific components in the submittal.

For more information about the Town of Ridgway, please visit www.colorado.gov/ridgway.



EXHIBIT 1

CONSTRUCTION CONTRACT

THIS AGREEMENT is made between the Town of Ridgway, Colorado, (Owner or Town) and _____ (Contractor), for the Project known as: Ridgway Athletic Park Pavilion.

The Owner's Representative (OR) is: _____
Town Manager

The Owner and Contractor agree as follows:

ARTICLE 1 THE WORK:

The Contractor shall perform all the Work required by the Contract Documents for the Ridgway Athletic Park Pavilion Build. The specifications shall be in accordance with <<insert appropriate standards>> standards. The Scope of Services and Timeline is attached hereto as Exhibit A.

ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

The construction Work shall be commenced upon written notice to proceed from the Town and completed within _____ calendar days.

ARTICLE 3 CONTRACT AMOUNT AND BASIS:

The Owner shall pay the Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following: See attached Exhibit B.

ARTICLE 4 PROGRESS PAYMENTS:

Monthly payments upon invoicing.



ARTICLE 5

FINAL PAYMENT:

Subject to withholding of 10% until final payment pursuant to CRS §38-26-107.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS:

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- ☐ Agreement including General Conditions
- ☐ Special Conditions
- ☐ Specifications
- ☐ Drawings
- ☐ Addenda
- ☐ Change Orders - if any
- ☐ Modifications - if any
- ☐ Written Interpretation of OR - if any
- ☐ Performance Bond or ☐ Letter of Credit
- ☐ Payment Bond or ☐ Letter of Credit
- ☐ Notice to Proceed
- ☐ Contractor Proposal and itemized costs

ARTICLE 7

CONTRACT DOCUMENTS:

- 7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, any performance or payment bonds, all Change Orders, and all written interpretations of the Contract Documents issued by the OR, and the Proposal as submitted by Contractor. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- 7.2 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.



- 7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR)

- 8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.
- 8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.
- 8.3 The OR will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 8.4 Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.
- 8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes.
- 8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9

OWNER:

The Owner shall issue all instructions to the Contractor through the OR. The Owner shall not be responsible for the provision of any labor or materials associated with this Work.

ARTICLE 10

CONTRACTOR:

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor



- shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
 - 10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
 - 10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.
 - 10.5 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.
 - 10.6 The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
 - 10.7 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
 - 10.8 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

ARTICLE 11

SUBCONTRACTS:

- 11.1 A Subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.
- 11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor



shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12

SEPARATE CONTRACTS AND OWNER WORK:

- 12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.
- 12.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

ARTICLE 13

ROYALTIES AND PATENTS:

Not Applicable

ARTICLE 14

PERFORMANCE AND PAYMENT BONDS:

For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the Town. The bonds shall be delivered to the Town's Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.

ARTICLE 15

TIME:

- 15.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the



Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order.

ARTICLE 16

PAYMENTS:

- 16.1 Payments shall be made as provided in Article 4 of this Agreement.
- 16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to another Contractor or Owner, or (5) unsatisfactory prosecution of the Work by the Contractor.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

ARTICLE 18

INDEMNIFICATION AND INSURANCE:

18.1 Indemnification:

The Contractor agrees to indemnify and hold harmless Owner, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the



Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of Owner, agrees to pay Owner or reimburse Owner for the defense costs incurred by Owner in connection with, any such liability, claims, or demands. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligation of this Section 18.1 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Owner, its officers, or its employees.

18.2 Insurance:

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 18.1. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 18.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

18.2.1 Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 18.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (A) Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.
- (B) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability



of interests provision.

- (C) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Paragraph (3) shall be met by each employee of the Contractor providing services to the Owner under this contract.

- 18.2.2 Every policy required above shall be primary insurance and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- 18.2.3 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Owner may immediately terminate this contract, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.
- 18.2.5 Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 18.2.6 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (CRS §24-10-101 *et seq.*) as from time to time amended, or otherwise available to Owner, its officers, or its employees.

ARTICLE 19

CHANGES IN THE WORK:

The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner. The Contract Sum and the Contract Time may be changed only by Change Order. The cost or credit to the Owner, if any,



from a Change in the Work shall be determined by unit prices if specified in the contract documents, or by mutual agreement.

ARTICLE 20

CORRECTION OF WORK:

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 20 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law.

ARTICLE 21

TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a payment for invoiced billings within a thirty-day period, the Contractor may, upon seven days' written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 22

TERMINATION BY THE OWNER:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 23

OWNERSHIP:

23.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to



produce the required submittals, shall become the property of the Town of Ridgway. Any furnished materials shall remain the property of the Town of Ridgway. All such items shall be delivered to the Town of Ridgway in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 23.2 Any materials excavated from the project site shall be used on the project where possible. The Town reserves the right to maintain possession of any unused excavated materials at the Town's discretion.

ARTICLE 24

MISCELLANEOUS PROVISIONS:

This contract is governed by the laws of the State of Colorado.

Contractor shall not assign this contract. The provisions of the contract are binding on the heirs, successors or assignees of the parties.

The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.

No failure to enforce any provision of the contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.

The terms of this agreement shall remain in full force and effect following final payment.

ARTICLE 25

ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED:

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).



- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

<<insert signatures>>



**EXHIBIT A to Construction Contract
SCOPE OF SERVICES and PROJECT TIMELINE**

Scope of Services

<<Insert from proposal with any agreed upon edits>>

Project Timeline

<<Insert from proposal with any agreed upon edits>>

**EXHIBIT B to Construction Contract
BUDGET**

<<Insert from proposal with any agreed upon edits>>



EXHIBIT 2

CONSTRUCTION DOCUMENTS

SITE VICINITY MAP



PROJECT DATA

GROSS FLOOR AREAS	
CONCESSION	128 SF
EQUIPMENT STORAGE	538 SF
TOTAL	666 SF
UNCONDITIONED DECK SPACE	2,212 SF
OCCUPANCY GROUPS:	S-2 A-5 B
CONSTRUCTION TYPE:	V-B

PROPERTIES LEGAL DESCRIPTION:
SOLAR RANCHES #2B OUTLOT A

RIDGWAY ATHLETIC
PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432



REYNOLDS ASH
+ ASSOCIATES

ARCHITECTURE
ENGINEERING

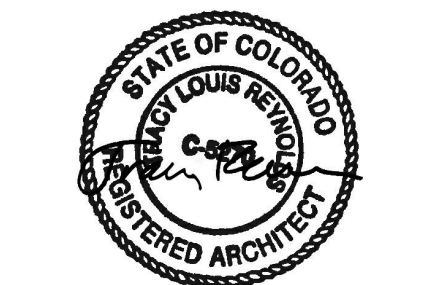
1140 MAIN AVE, STE. B
DURANGO, CO 81301
(970) 259-7494
FAX (970) 259-7492

262 PAGOSA STREET, STE. 200
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ABBREVIATIONS

A.B.	ANCHOR BOLT	I.D.	INSIDE DIAMETER
ACT	ACOUSTICAL CEILING TILE	INSUL.	INSULATION
A.F.F.	ABOVE FINISHED FLOOR	INT.	INTERIOR
AGGR.	AGGREGATE	JAN.	JANITOR
AL.	ALUMINUM	JNT.	JOINT
ALT.	ALTERNATE	JST.	JOIST
APPROX.	APPROXIMATE	KIT.	KITCHEN
ARCH.	ARCHITECTURAL	LAB.	LABORATORY
BD.	BOARD	LAM.	LAMINATE
BL.D.S.	BUILDING	LAV.	LAVATORY
BLK.	BLOCK	LT.	LIGHT
BLK'G.	BLOCKING	MAX.	MAXIMUM
BM.	BEAM	MECH.	MECHANICAL
BOT.	BOTTOM	MEMB.	MEMBRANE
BTWN.	BETWEEN	MFR.	MANUFACTURER
B.U.R.	BUILT UP ROOFING	M.H.	MANHOLE
B.W.	BOTH WAYS	MIN.	MINIMUM
C.J.	CONTROL JT.	MISC.	MISCELLANEOUS
CLG.	CEILING	M.O.	MASONRY OPENING
CLK'G.	CAULKING	MTL.	METAL
CLR.	CLEAR	MUL.	MULLION
C.M.U.	CONCRETE MASONRY UNIT	N.	NORTH
COLL.	COLUMN	N.I.C.	NOT IN CONTRACT
CONC.	CONCRETE	NO.	NUMBER
CONN.	CONNECTION	NOM.	NOMINAL
CONSTR.	CONSTRUCTION	N.T.S.	NOT TO SCALE
CONT.	CONTINUOUS		
C.T.	CERAMIC TILE		
C.O.A.	CENTER OF ARCH		
DES.	DEGREE	O.C.	ON CENTER
DET./DTL.	DETAIL	O.D.	OUTSIDE DIAMETER
D.F.	DRINKING FOUNTAIN	OH.	OVERHEAD
DIAG.	DIAGONAL	OPG.	OPENING
DIA. Ø	DIAMETER	OPP.	OPPOSITE
DN.	DOWN	PCT.	PRE-CAST
DS.	DRAWING	P.L.	PROPERTY LINE
DWG.	DRAWING	P.LAM.	PLASTIC LAMINATE
E	EAST	PLAS.	PLASTER
(E)	EXISTING	PLYND.	PLYWOOD
EA.	EACH	FR.	FAIR
E.J.	EXPANSION JOINT	Q.T.	QUARRY TILE
E.I.F.S.	EXTERIOR INSULATION AND FINISH SYSTEM		
EL./ELEV.	ELEVATION	R.	RISER
ELEC.	ELECTRICAL	R.D.	ROOF DRAIN
ELEV.	ELEVATION	RE.	REFER TO ...
EMER.	EMERGENCY	REFR.	REFRIGERATOR
ENCL.	ENCLOSURE	REINF.	REINFORCED
EQ.	EQUAL	REQ'D.	REQUIRED
EQUIP.	EQUIPMENT	RM	ROOM
E.V.	EACH WAY	R.O.	ROUGH OPENING
E.W.C.	ELECTRIC WATER COOLER		
EXP.	EXPANSION	S.	SOUTH
EXT.	EXTERIOR	S.G.	SOLID CORE
F.A.	FIRE ALARM	S.G.	SCHEDULE
F.D.	FLOOR DRAIN	SECT.	SECTION
F.D.C.	FIRE DEPARTMENT CONNECTION	S.F.	SQUARE FOOT
FDN.	FOUNDATION	SHT.	SHEET
F.E.	FIRE EXTINGUISHER	SH.	SIMILAR
F.E.C.	FIRE EXTINGUISHER CABINET	S.P.	SPRING POINT
F.F.	FINISH FLOOR	SPEC.	SPECIFICATION
F.H.C.	FIRE HOSE CABINET	SQ. OR □	SQUARE
FIN.	FINISH	S.S.	STAINLESS STEEL
F.L.	FLOW LINE	SEE S.D.	SEE STRUCTURAL DRAWINGS
FLR.	FLOOR	STAGG.	STAGGERED
FLUOR.	FLUORESCENT	STD.	STANDARD
FND.	FOUNDATION	STIFF	STIFFENER
F.O.B.	FACE OF BRICK	STL.	STEEL
F.O.C.	FACE OF CONCRETE	STRUC.	STRUCTURAL
F.S.	FULL SIZE	SUSP.	SUSPENDED
FT.	FOOT OR FEET		
FTG.	FOOTING	TR	TREAD
FURR.	FURRING	T & B	TOP AND BOTTOM
GA.	GAUGE	TER.	TERRAZZO
GALV.	GALVANIZED	T & G	TONGUE & GROOVE
G.C.	GENERAL CONTRACTOR	THK.	THICK
G.L.	GLASS	T.O.	TOP OF
GR.	GRADE	T.S.	TUBE STEEL
GYP.	GYPSON	TYP.	TYPICAL
GYP. BD.	GYPSON BOARD	U.N.O.	UNLESS NOTED OTHERWISE
H.B.	HOSE BIBB	VCT	VINYL COMPOSITION TILE
H.C.	HOLLOW CORE	VER.	VERIFY
H/C	HANDICAPPED	VERT.	VERTICAL
HDWD.	HARDWOOD		
HDNE.	HARDWARE	W	WEST
H.M.	HOLLOW METAL	W/	WITH
HORIZ.	HORIZONTAL	W.C.	WATER CLOSET
HR.	HOUR	WD.	WOOD
HT.	HEIGHT	W/O	WITHOUT
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	℄	CENTERLINE

NOTE: Clarify with Architect any abbreviations not listed.
Some abbreviations on list may not be used in project.

PROJECT DIRECTORY

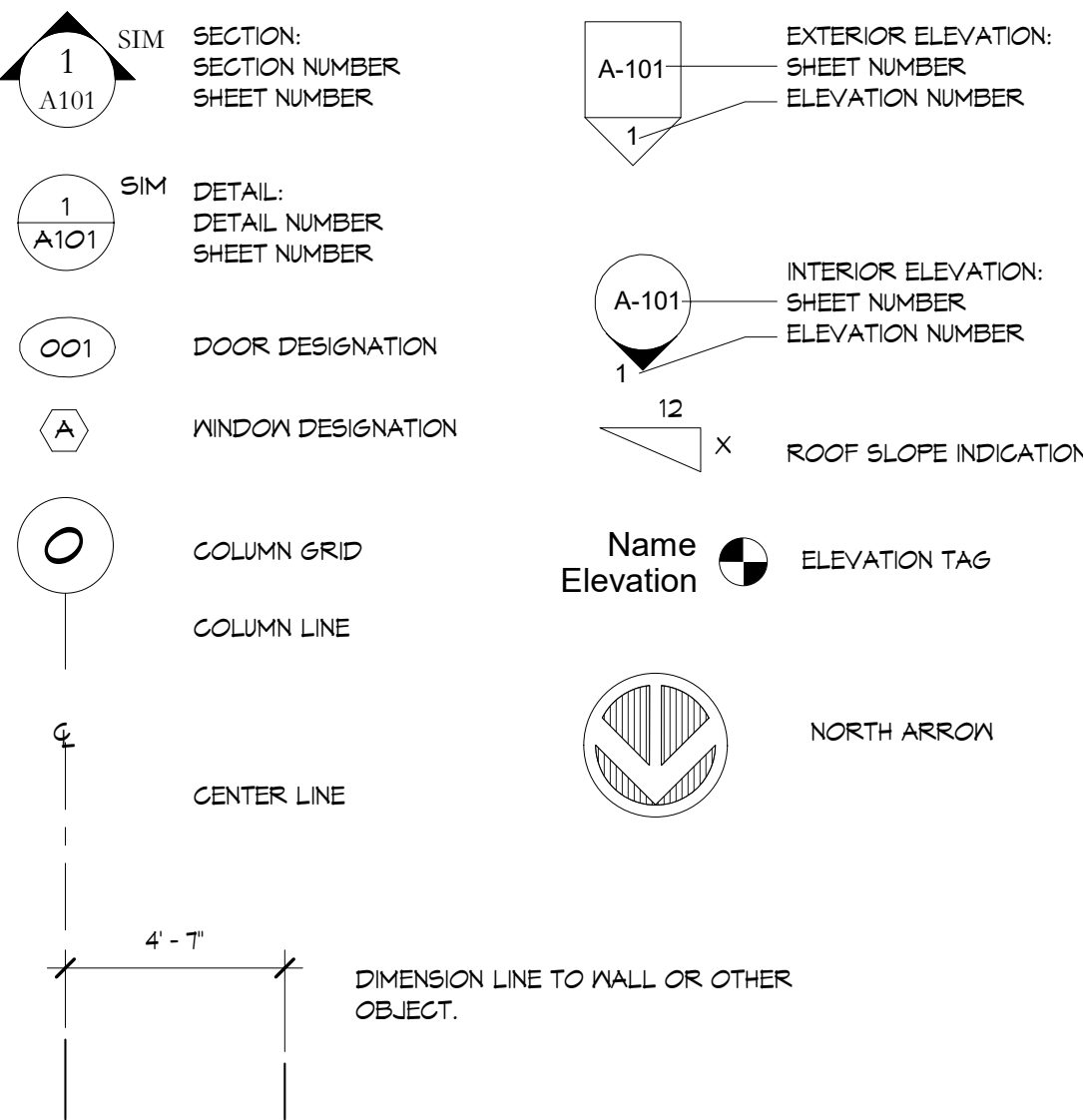
OWNER CONTACT:
TOWN OF RIDGWAY
SHAY COBURN - TOWN PLANNER
201 N. RAILROAD STREET
RIDGWAY, COLORADO 81432
(970) 626-5909 ext. 222

ARCHITECT:
REYNOLDS ASH + ASSOCIATES
ELIZABETH BOONE
1140 MAIN AVENUE, SUITE B
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(970) 259-9474

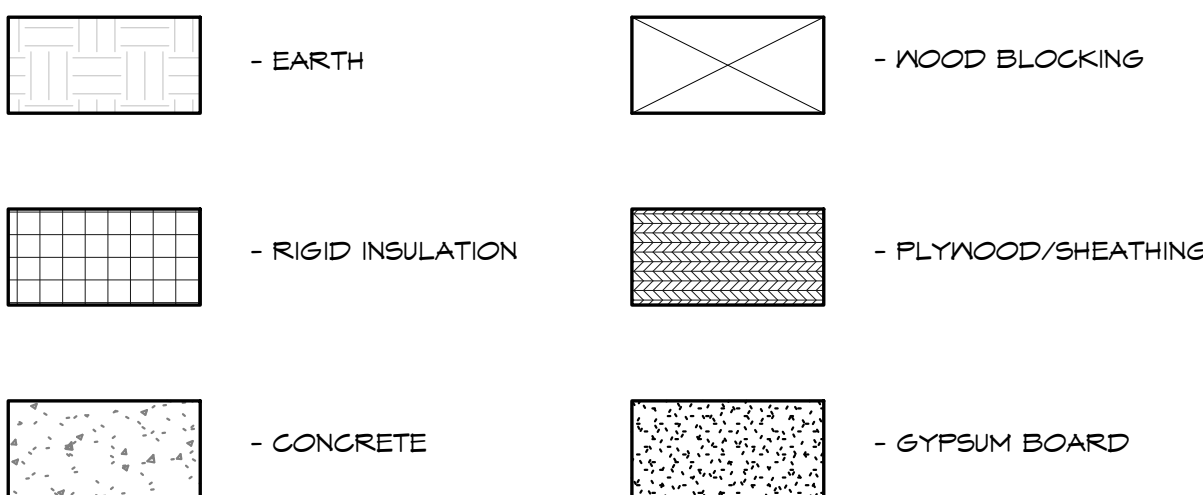
STRUCTURAL ENGINEER:
REYNOLDS ASH + ASSOCIATES
TRACY REYNOLDS
1140 MAIN AVENUE, SUITE B
DURANGO, CO 81301
(970) 259-9474

SURVEYOR:
ORION SURVEYING LLC
PETER C. SAUER, PLS 38135
23414 UNCOMPAGHRE ROAD
MONTROSE, COLORADO 81403
(970)249-5349

ARCHITECTURAL SYMBOLS



MATERIALS LEGEND



GENERAL NOTES:

I. APPLICABLE CODES:

2018 INTERNATIONAL BUILDING CODE
APPENDICES E, I and J
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE

II. GENERAL/CONTRACT REQUIREMENTS:

A. SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON DRAWINGS AT THE JOB SITE AND SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE JOB.

B. ANY CHANGE WHICH RESULTS IN EXTRA COST SHALL NOT PROCEED WITHOUT WRITTEN AUTHORIZATION BY THE OWNER.

C. SUBCONTRACTOR MUST COMPLY WITH ALL RULES AND REGULATIONS OF AGENCIES HAVING JURISDICTION AND SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL CONSTRUCTION, SAFETY, AND SANITARY LAWS, CODES, STATUTES AND ORDINANCES.

D. ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED. EACH TRADE WILL PROCEED IN A FASHION THAT WILL NOT DELAY THE TRADES WORKING SIMULTANEOUSLY OR FOLLOWING THEM.

E. ALL WORK AND MATERIALS SHALL BE GUARANTEED AGAINST DEFECTS FOR A PERIOD OF AT LEAST ONE (1) YEAR FROM APPROVAL FOR FINAL PAYMENT.

III. PROJECT LAYOUT REQUIREMENTS:

A. DO NOT SCALE DRAWINGS - DIMENSIONS GOVERN. LARGER SCALE DRAWINGS SHALL GOVERN SMALLER SCALE DRAWINGS.

B. DIMENSIONING IS AS FOLLOWS, UNLESS OTHERWISE NOTED:

CENTERLINE OF COLUMNS
FACE OF CONCRETE
FACE OF MASONRY
EXTERIOR FACE OF STUD AT EXTERIOR WALLS
FACE OF STUD AT INTERIOR STUD WALLS
CENTER OF WINDOW AND DOOR OPENINGS

C. ALL FINISH FLOOR ELEVATIONS ARE TO TOP OF SLAB OR TOP OF SHEATHING, U.N.O.

D. ALL STEPS SHALL HAVE 1" MAXIMUM RISERS AND 11" MINIMUM TREADS U.N.O OR SPECIFIED DIFFERENTLY ON THE DRAWINGS.

E. ALL INTERIOR FEATURES SHOWN ARE CONCEPTUAL. VERIFY SHAPE, HEIGHT, AND DISTANCE OFF FINISH FLOOR WITH OWNER AND ARCHITECT AT CONSTRUCTION PHASE.

IV. LIFE SAFETY REQUIREMENTS:

A. SAFETY GLAZING SHALL BE PROVIDED IN THE FOLLOWING LOCATIONS:

GLAZING IN SWINGING DOORS
GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOORS
GLAZING IN DOORS AND ENCLOSURES FOR SHOWERS, BATHTUBS, HOT TUBS, WIRLPOOLS, ETC.
GLAZING IN INDIVIDUAL FIXED OR OPERABLE PANELS ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24 INCH ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE THE WALKING SURFACE.
GLAZING MEETING ALL OF THE FOLLOWING:
1. EXPOSED AREA, 9 S.F.
2. EXPOSED BOTTOM EDGE LESS THAN 18 INCHES ABOVE THE FLOOR
3. EXPOSED TOP EDGE GREATER THAN 36 INCHES ABOVE THE FLOOR.
4. ONE OR MORE WALKING SURFACES WITHIN 36 INCHES HORIZONTALLY OF THE GLAZING.
GLAZING IN GUARDRAILS AND RAILINGS.
GLAZING ADJACENT TO STAIRWAYS OR RAMPS.

V. PROJECT CONSTRUCTION REQUIREMENTS:

A. ALL FRAMED WALLS SHALL HAVE AN EXTERIOR MOISTURE BARRIER AS FOLLOWS:
TYVEK OR EQUAL AT WOOD SIDING OR HARDI-PLANK SIDING
ONE LAYER 30# FELT AT MASONRY VENEER
TWO LAYERS 15# FELT AT STUCCO

B. ALL WINDOWS SHALL BE FLASHED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS

C. AT MASONRY VENEER, PROVIDE FLEXIBLE MEMBRANE FLASHING AT THE BASE OF ALL WALLS AND AT WINDOW AND DOOR HEADS. PROVIDE PVC KEEPS AT 24 INCHES O.C. DIRECTLY ABOVE THE FLASHING.

VI. PROJECT WORKMANSHIP:

A. ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE, TRUE AND IN PROPER ALIGNMENT.

B. ALL MATERIALS SHALL BE NEW, UNUSED AND OF THE HIGHEST QUALITY IN EVERY RESPECT, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

C. THERE SHALL BE NO SUBSTITUTION OF MATERIALS WHERE A MANUFACTURER IS SPECIFIED. WHERE THE TERMS "EQUAL TO" OR "APPROVED EQUAL" ARE USED, THE ARCHITECT SHALL DETERMINE EQUALITY BASED ON INFORMATION SUBMITTED BY THE SUBCONTRACTOR.

D. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING REQUIRED FOR HIS WORK.

E. SUBCONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH. PREMISES TO BE SWEPT CLEAN DAILY OF RELATED CONSTRUCTION DEBRIS. AT THE COMPLETION OF THE WORK, LEAVE THE JOB SITE FREE OF ALL MATERIALS AND BROOM CLEAN.

F. PATCH ALL AREAS WHERE FLOOR IS NOT LEVEL OR TRUE PRIOR TO THE INSTALLATION OF FLOORING OR CARPETING.

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G-102	CODE PLAN
02.SITE	
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AS-102	SITE SURVEY
AS-103	SITE PLAN OVERALL
03.LANDSCAPE	
L-101	LANDSCAPE PLAN
ARCHITECTURAL	
A-101	MAIN FLOOR PLAN
A-102	ROOF PLAN
A-103	REFLECTED CEILING PLAN
A-201	EXTERIOR ELEVATIONS
A-202	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	WALL SECTIONS
STRUCTURAL	
S-201	FOUNDATION PLAN
S-202	FOUNDATION DETAILS
S-301	MAIN FLOOR FRAMING PLAN
S-302	ROOF FRAMING PLAN

RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: RA+A

ISSUE RECORD:
2020-02-24 PERMIT SET

REVISIONS:

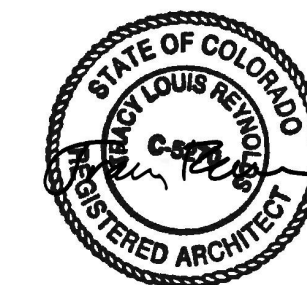
G-101

COVER SHEET



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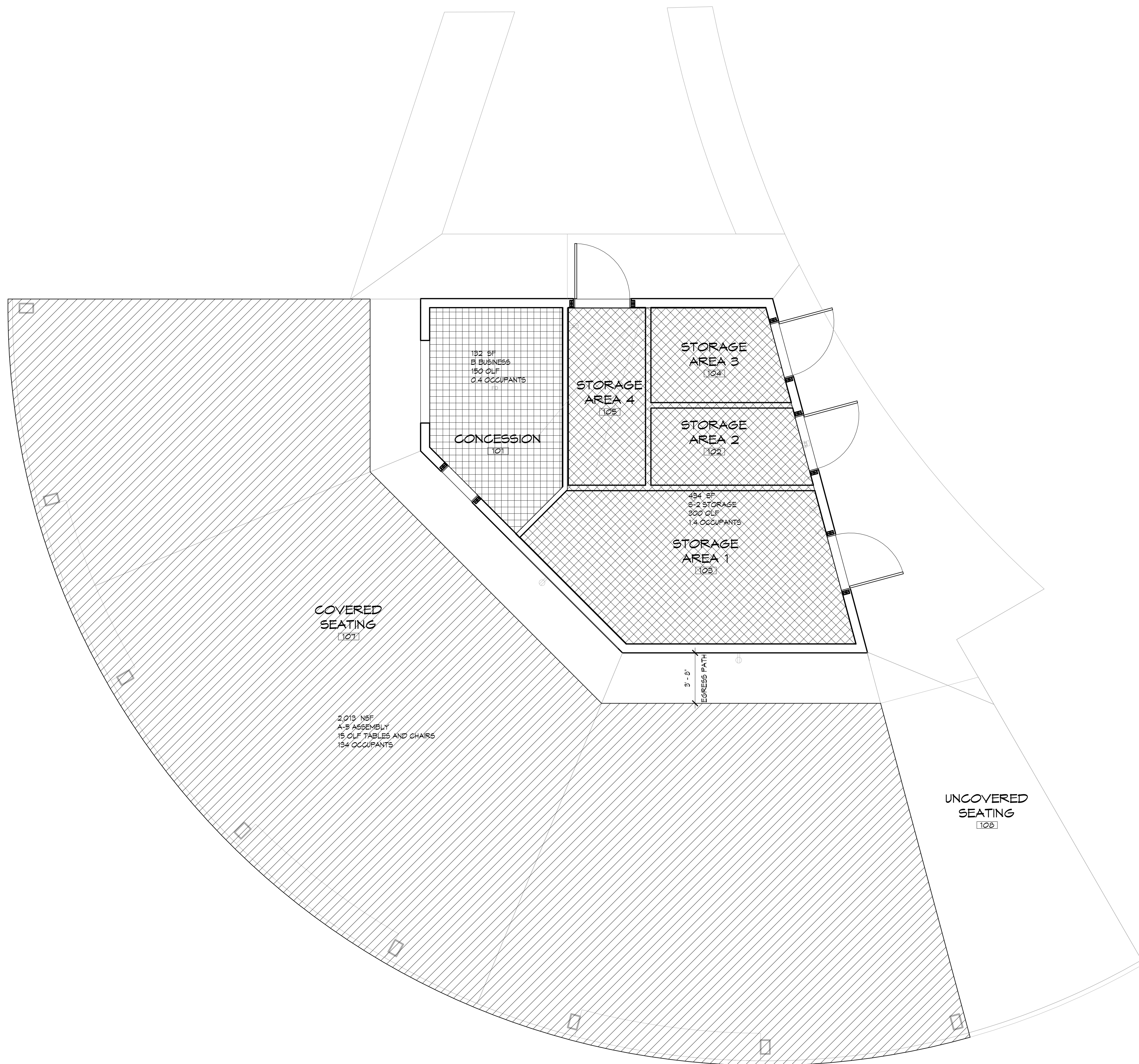
JOB. NO.: 1917
DATE: 2020-02-20
DRAWN BY: RA+A

ISSUE RECORD:
2020-02-24 PERMIT SE

REVISIONS:

G-102

CODE PLAN



APPLICABLE CODES:
 2018 INTERNATIONAL BUILDING CODE
 APPENDICES E, I and J
 2018 INTERNATIONAL MECHANICAL CODE
 2018 INTERNATIONAL PLUMBING CODE
 2018 NATIONAL ELECTRIC CODE
 2018 INTERNATIONAL FIRE CODE
 2018 INTERNATIONAL ENERGY CONSERVATION CODE

OCCUPANCY GROUPS:
B: BUSINESS (LESS THAN 50 OCCUPANTS)
*S-2: NON-COMBUSTABLE STORAGE
*A-5: ASSEMBLY OUTDOOR VEINING

*NON SEPARATED USES WITHIN ALLOWABLE AREA OF THE MOST RESTRICTIVE

CONSTRUCTION TYPE:
V-B NON SPRINKLERED

ALLOWABLE AREAS/HEIGHTS:
 B = 9,000 SF PER FLOOR, 2 STORIES, 40' MAX HEIGHT
 *A-5 = UNLIMITED SF PER FLOOR, UNLIMITED STORIES, 40' MAX HEIGHT
 *S-2 = 13,500 SF PER FLOOR, 2 STORIES, 40' MAX HEIGHT

TOTAL AGGREGATE AREA = 2,872 GSF

TOTAL STORIES = 1 ABOVE GRADE

TOTAL HEIGHT: 18'-3" FROM GRADE PLANE

FIRE RESISTANCE REQUIREMENT FOR BUILDING ELEMENTS (TABLE 601):

TYPE V-B:

STRUCTURAL FRAME: 0
BEARING WALLS (EXT): 0
BEARINGSWALLS (INT.): 0
NON-BEARING WALLS (INT.): 0
FLOOR CONSTRUCTION: 0
ROOF CONSTRUCTION: 0

FIRE RESISTANCE REQUIREMENT FOR EXTERIOR WALLS (TABLE 602):

FIRE SEPARATION $5 < X: 1$
 FIRE SEPARATION $5 < X > 10': 1$
 FIRE SEPARATION $10 < X > 30': 0$
 FIRE SEPARATION $X < 30': 0$

**NO EXTERIOR WALL FIRE PROTECTION REQUIRED PER SECTION 705.8

MAXIMUM AREA OF EXTERIOR WALL OPENINGS:
NORTH, EAST, SOUTH, WEST : UNLIMITED OPENINGS WALLS > THAN 30' FROM PROPERTY LINE

FIRE PROTECTION SYSTEMS:
NOT REQUIRED PER SECTION 903.2.1.5

BUILDING AREAS OCCUPANT LOAD: (TABLE 1004.1.2)

USE	NET	OCC. FACTOR	OCCUPANTS
COVERED SEATING	2,013 SF	14	134.4
STORAGE	434 6SF	300	1.4
CONSESSION	132 6SF	150	0.4
TOTAL			136.2

MEANS OF EGRESS:

EGRESS WIDTH REQUIRED:
 MAIN FLOOR = 136.2 OCCUPANTS X .3" PER OCCUPANT = 40.8"
 MAX COMMON PATH SPACES WITH 1 EXIT (TABLE 1006.2.1) = 100'
 MAX TRAVEL DISTANCE (TABLE 1017.2) = 200'

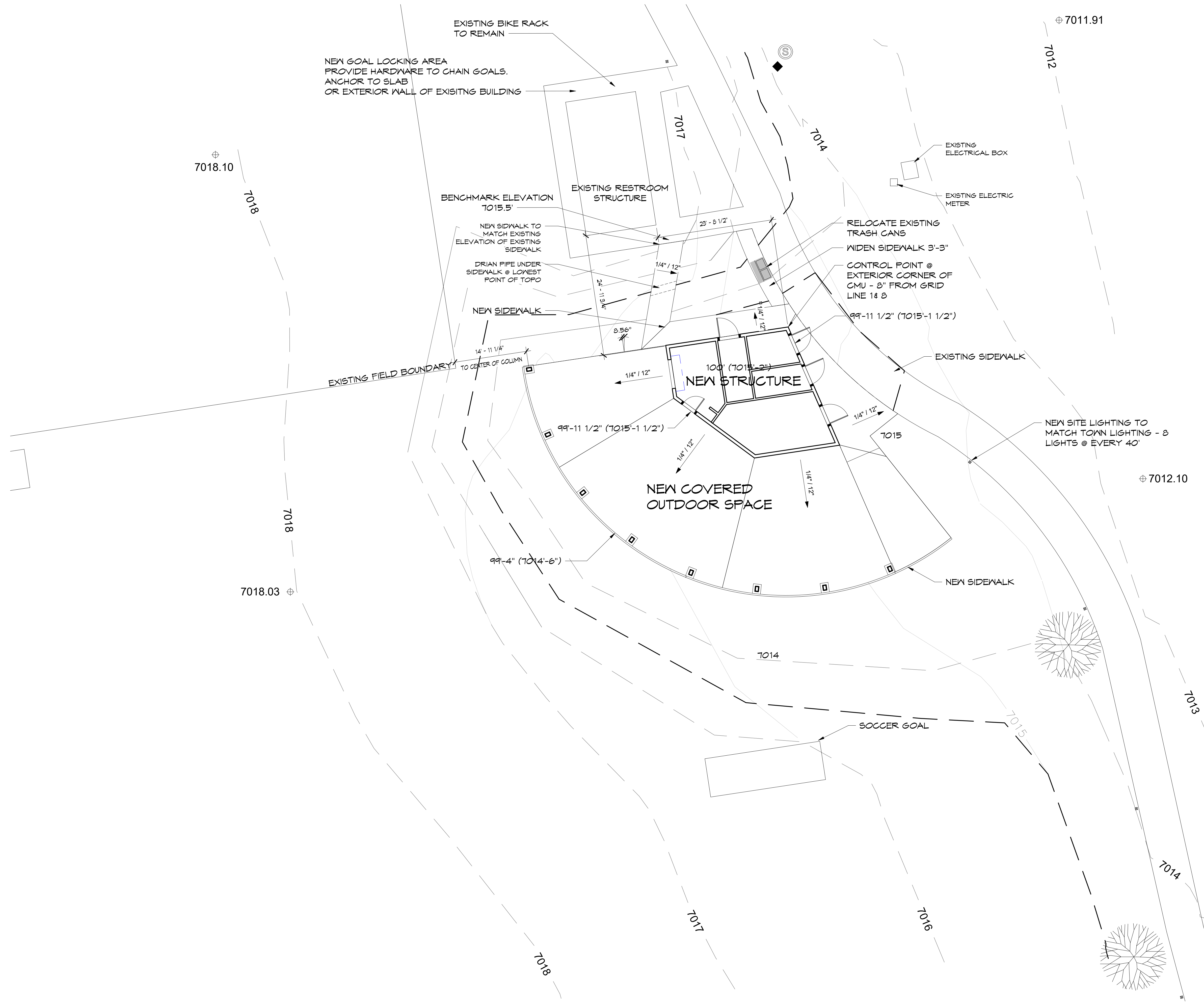
MEANS OF EGRESS IDENTIFICATION: ILLUMINATED EXIT SIGNS REQUIRED AT EACH EXIT - SEE ELECTRICAL

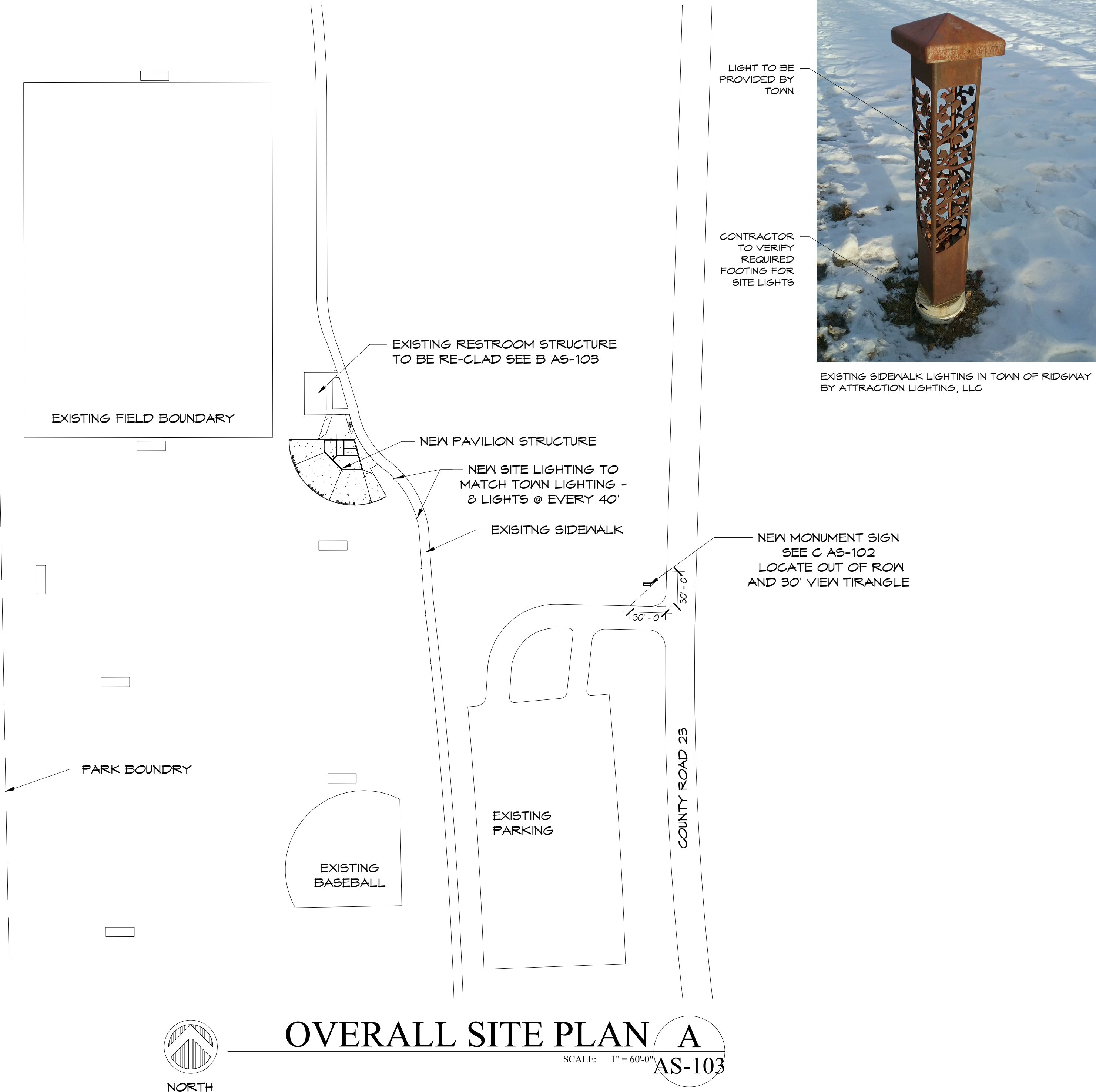
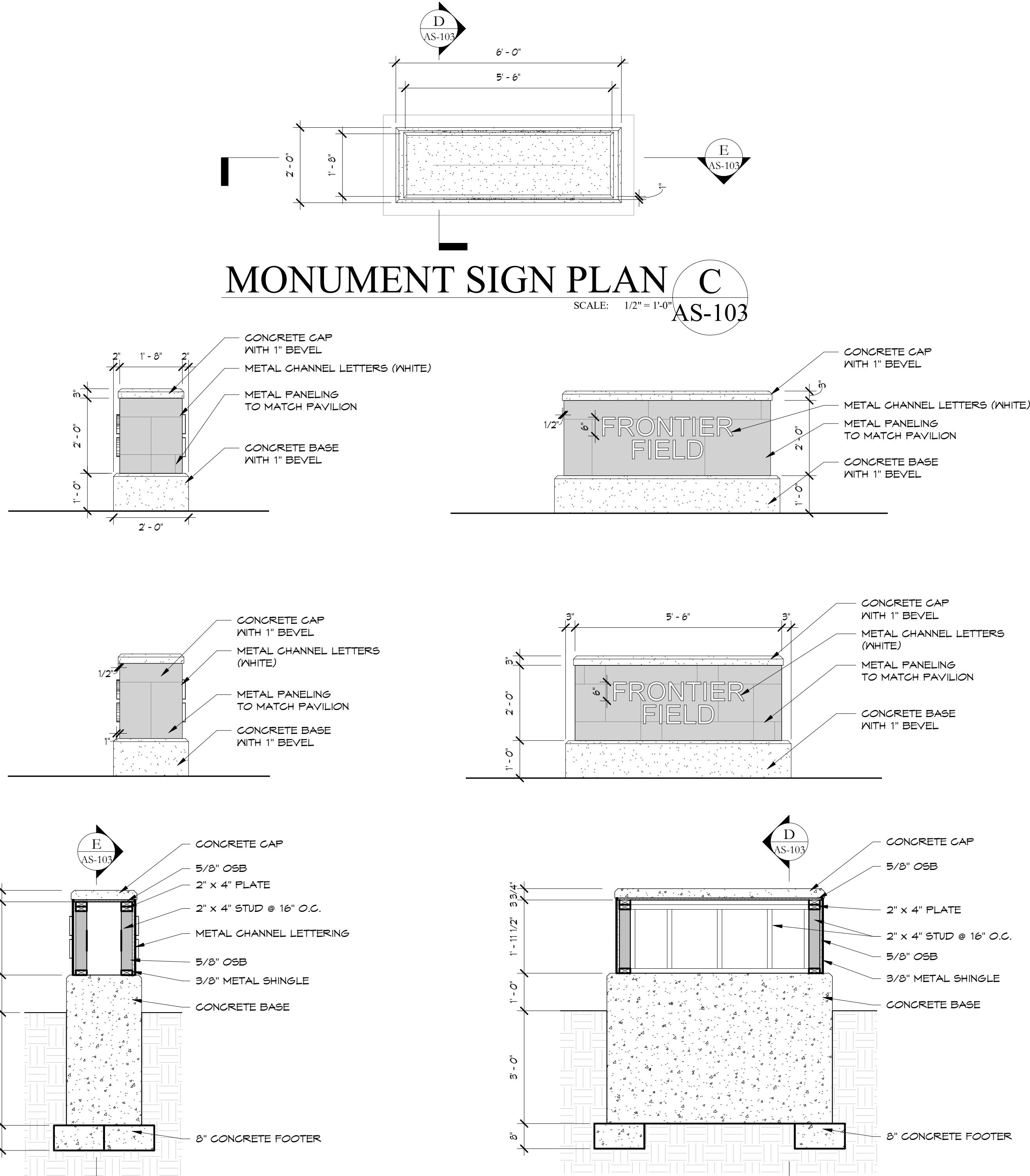
RESTROOM REQUIREMENTS: (PER TABLE 2902.1)

FIXTURES REQUIRED:

A-5 OCC. :	136.2 OCCUPANTS		
	WOMEN W.C.	1 PER 40 = 2	2 (1 ADA)
	MEN W.C.	1 PER 75 = 1	2 (1 ADA)
	WOMEN LAV.	1 PER 150 = 1	1 ADA
	MEN LAV.	1 PER 200 = 1	1 ADA
	DRINKING FOUNTAIN	1 PER 1,000 = 1	1
	SERVICE SINK	= 1	1

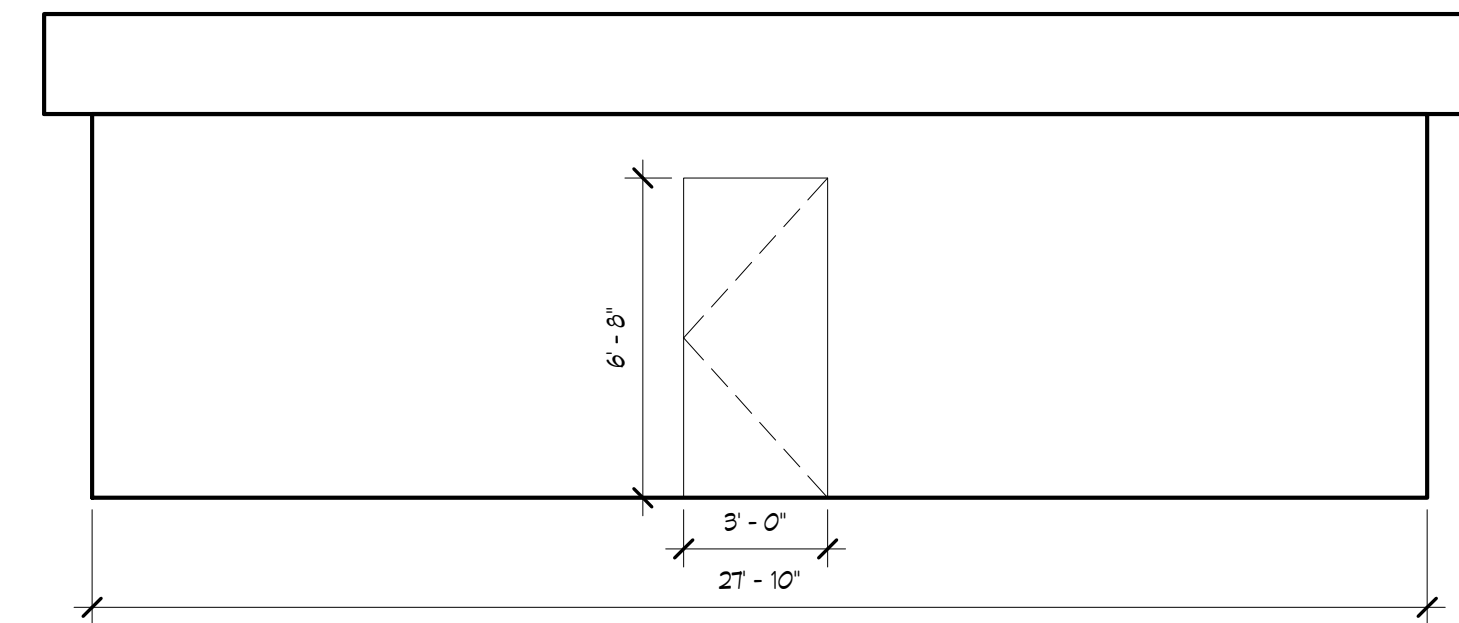
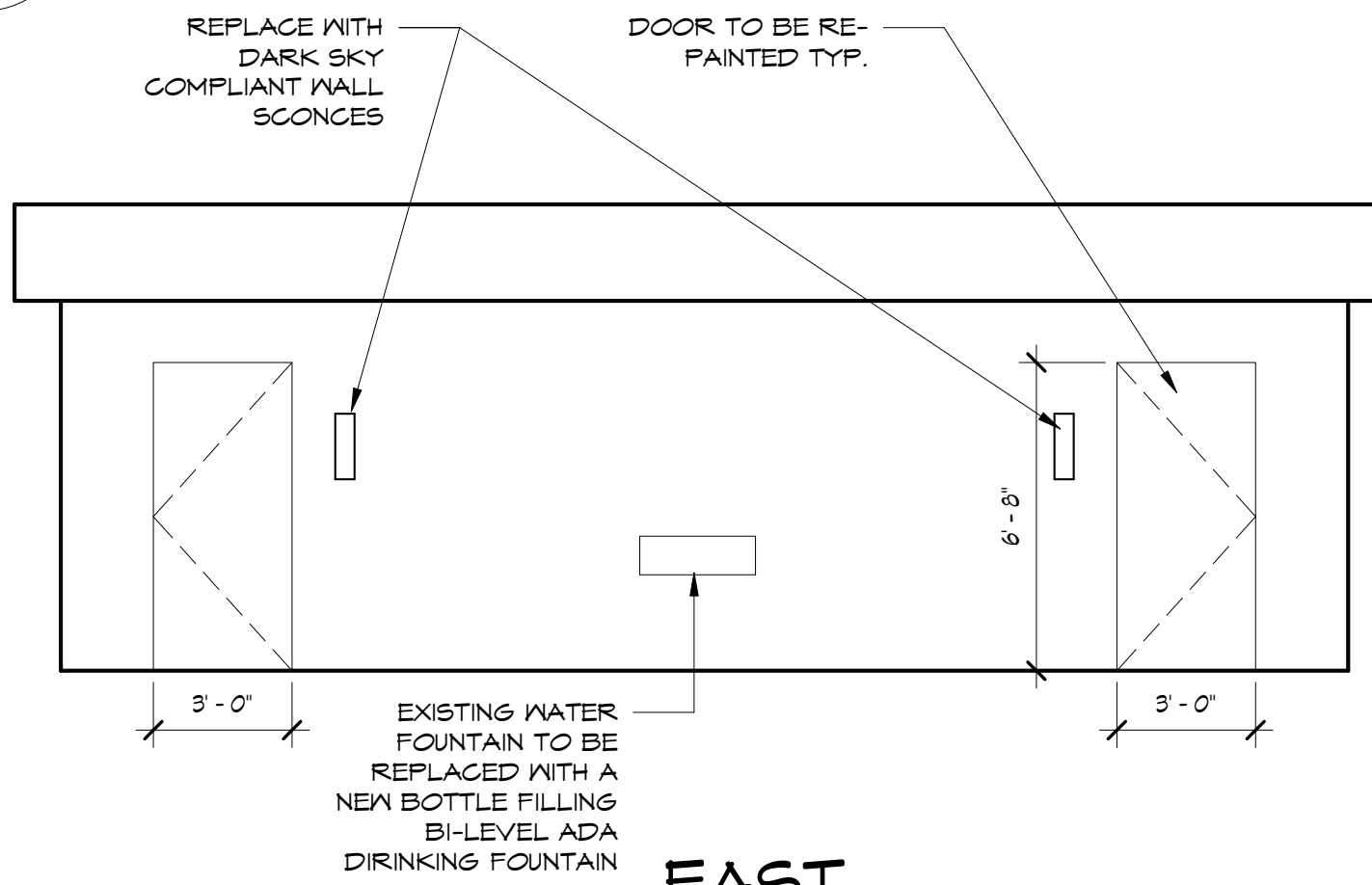
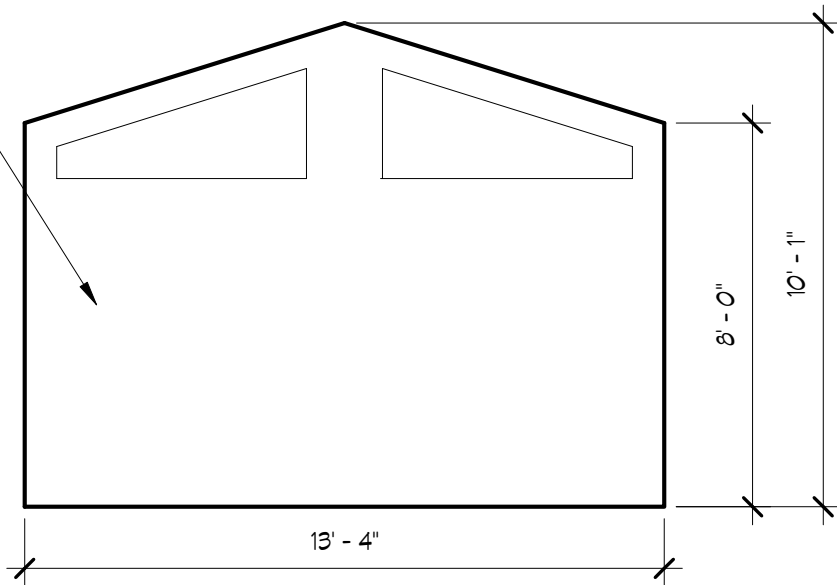
W.C., LAV., AND DRINKING FOUNTIAN PROVIDED IN EXISTING ADJACENT BUILDING ON SAME LOT





EXISTING RESTROOM TO BE RE-CLAD IN RUSTED CORRUGATED SIDING

- NOTE:
1. PROVIDE THE OWNER PRICING FOR REPLACEMENT OF THE ROOF WITH METAL STANDING SEAM AS AN ALTERNATE
 2. REPLACE 2 MIRRORS OVER VANITY WITH ADA COMPLIANT MIRRORS
 3. ADD A VERTICAL GRAB BAR IN THE 2 ADA STALLS
 4. NEW DRINKING FOUNTAIN:
MANUFACTURE - ELKAY
MODEL - L25TL9NSSP
DESCRIPTION - BOTTLE FILLING STATIONS AND BI LEVEL ACCESSIBLE ELECTRIC WATER COOLER



RESTROOM ELEVATION B

SCALE: 1/4" = 1'-0"

AS-103

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STATE OF COLORADO
REGISTERED ARCHITECT

RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: RA+A

ISSUE RECORD:
2020-02-24 PERMIT SET

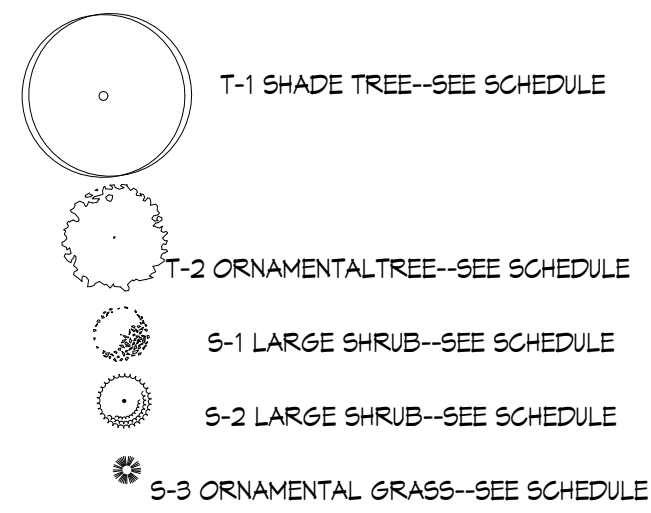
REVISIONS:

AS-103
SITE PLAN
OVERALL

PLANT SCHEDULE

T- TREES		** NOT ALL TYPES MAY BE USED.		TREE NAME QUANTITY	$\frac{1}{3}$ 6
KEY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS	
T-1	2' CAL.	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE		
T-2	1 3/4' CAL.	ACER GINNALA	AMUR MAPLE		
Shade Tree alt. option		TILIA CORDATA	LITTLE LEAF LINDEN		
Ornamental tree alt. option		CORNUS FLORIDA 'Rubra'	PINK DOGWOOD		
Ornamental Evergreen option		PINUS NIGRA	AUSTRIAN PINE		
S- SHRUBS				PLANT NAME	$\frac{1}{3}$ 6
KEY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS	
S-1	5-7 GAL.	BUDDLEIA DAVIDII	BUTTERFLY BUSH		
S-2	5-7 GAL.	POTENTILLA 'JACKMAN'	JACKMAN'S POTENTILLA		
S-3	5 GAL.	GALAMAGOSTIS X ACQUIFLORA 'KARL'	KARL FORESTER REED GRASS		
Large Shrub Alt. Option		SPIREA X 'GOLDMOUND'	GOLDMOUND SPIREA		
Large Shrub Alt. Option		SYMPHORICARPOS OREOPHILUS	MOUNTAIN SNOWBERRY		
Ornamental Grass Alt. Option		ORYZOPSIS HYMENOIDES	INDIAN RICE GRASS		
G- GROUND COVERS				GROUND COVER TYPE	$\frac{1}{6}$ 1
KEY	DESCRIPTION	REMARKS			
* G-1 *	HYDRONIC MULCHING- NATIVE GRASS	THE LANDSCAPE CONTRACTOR SHALL FINISH GRADE THESE AREAS AND APPLY BY HYDRONIC MULCHING PROCESS OR A MECHANICAL SEED SPREADING PROCESS SUFFICIENTLY TO PROMOTE RAPID SEED GERMINATION.			
G-2	CEDAR MULCHING	CEDAR MULCHING TO BE APPLIED 4" DEEP IN AREAS INDICATED ON PLANS. INSTALL NEED MAT BELOW ALL AREAS TO RECEIVE MULCH.			

PLANT LEGEND

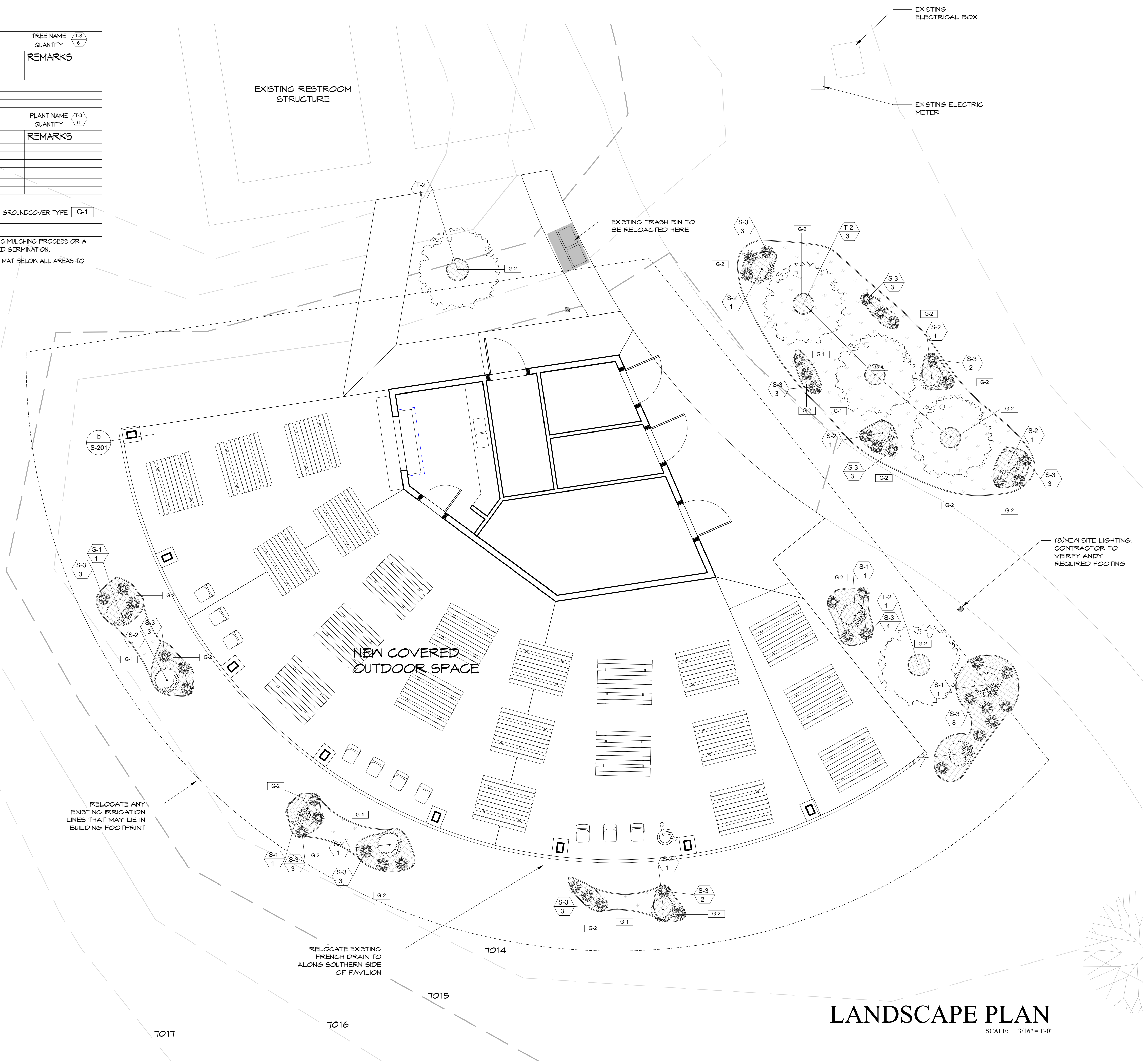


LANDSCAPE PLAN GENERAL NOTES :

1. LANDSCAPE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK.
2. ALL PLANTINGS, IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FOLLOWING ACCEPTANCE.
3. PROVIDE AUTOMATIC, TIMED, IRRIGATION TO ESTABLISH PLANTS. CONNECT TO EXISTING SYSTEM
4. FOLLOW CITY/COUNTY PRESERVATION AND PLANTING GUIDELINES.
5. PRESERVE ALL EXCAVATED BOULDERS LARGER THAN APPROX. 2' FOR LANDSCAPING. VERIFY LOCATIONS OF BOULDERS WITH OWNER OR ARCHITECT.
6. XERISCAPE IS THE INTENTION, PLANT PROVIDER TO VERIFY. SUBSTITUTIONS ALLOWED PER OWNER APPROVAL AND NURSERY EXPERTISE.
7. ALL PLANTINGS TO BE PLANTED IN A DEFINED, EDGED AREA OF MULCH.
8. SPREAD SHREDDED BARK MULCH MINIMUM 4" DEEP.

LANDSCAPE PLAN GENERAL NOTES:

1. PICNIC TABLES: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR THERMOPLASTIC POWDER COATED STEEL, MOUNTED SECURELY TO GROUND. PROVIDE ANCHOR BOLTS IN SLAB AT MANUF. REG. LOCATIONS. COORDINATE WITH OWNER
2. TRASH CAN: EXISTING BEARPROOF BIN TO BE RELOCATED PROVIDE 1/2" DIA. ANCHOR BOLTS AS REQUIRED
3. BACKFLOW PREVENTER & VALVE PIT CAGE - BACKFLOW ARMOR EKONOS3019, PROVIDE 1/2" DIA. ANCHOR BOLTS PER MANUF. SPECIFICATIONS
4. PEDESTRIAN LIGHTING - PER AS - 103 PLACE ON 12" X 32" SONATUBE BASE
5. STADIUM SEATS: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR MOUNTED SECURELY TO GROUND. PROVIDE ANCHOR BOLTS IN SLAB AT MANUF. REG. LOCATIONS. COORDINATE WITH OWNER
6. SITE LIGHTING: TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR. CONTRACTOR TO VERIFY ANY REQUIRED FOOTING



LANDSCAPE PLAN

SCALE: 3/16" = 1'-0"



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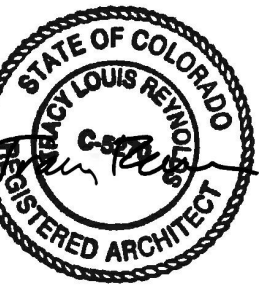
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6579 COUNTY ROAD 23
RIDGWAY, CO 81432

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ATE: 2020-02-2

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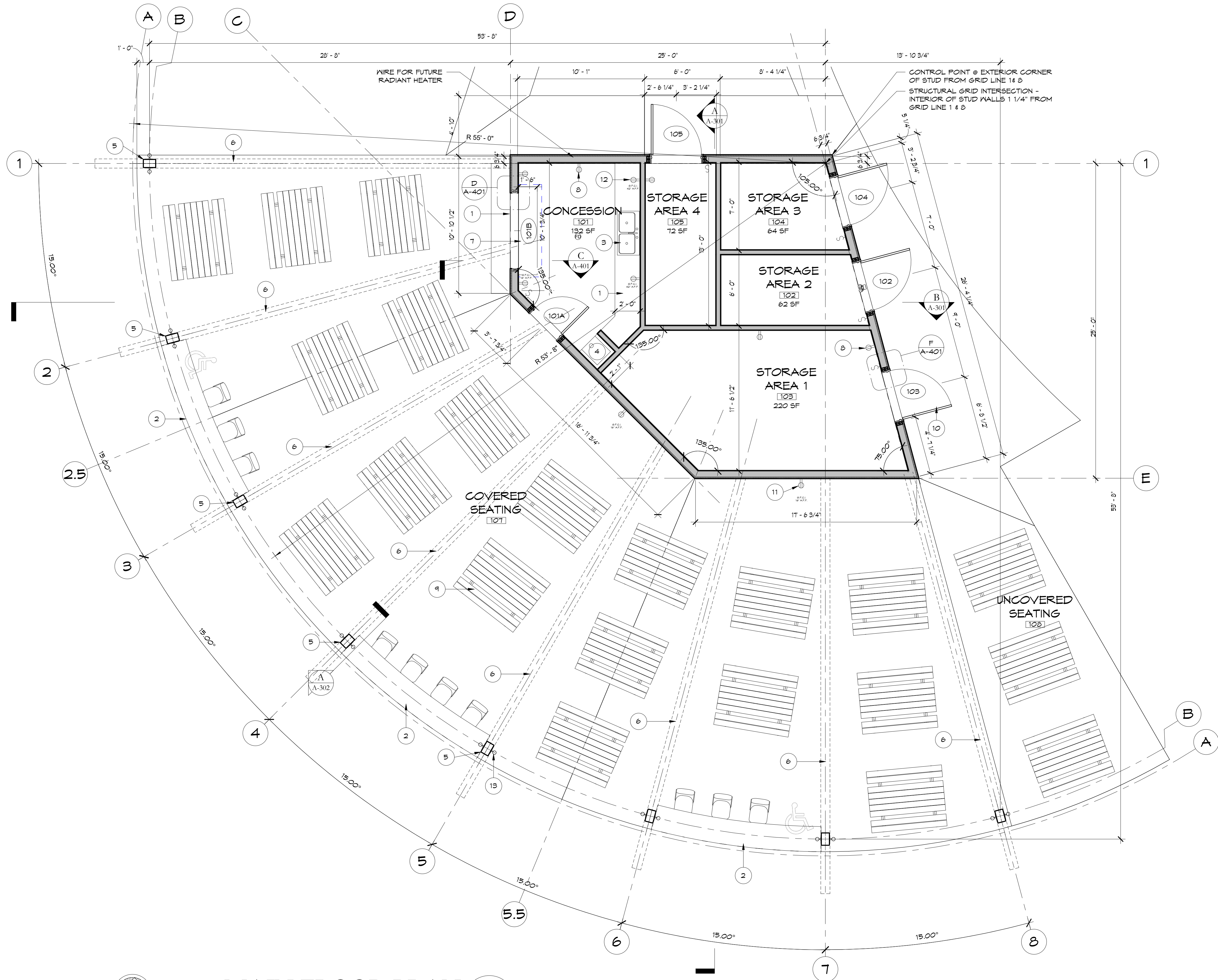
REVISIONS:

REVISIONS:

L 101

L-101

LANDSCAPE PLAN



WALL TYPE LEGEND

- EXTERIOR WALL:**
2x6 STUDS @ 16" O.C. R-19 BATT INSULATION,
2 LAYERS 5/8" OSB EXTERIOR
1 LAYER 5/8" OSB INTERIOR
- EXTERIOR WALL @ CONCESSION:**
2x6 STUDS @ 16" O.C. R-19 BATT INSULATION,
2 LAYERS 5/8" OSB EXTERIOR
1 LAYER 5/8" OSB 1 LAYER 1/2" FRP INTERIOR
- INTERIOR WALL:**
2x4" WOOD STUDS
5/8" OSB EA. SIDE
- INTERIOR WALL @ CONCESSION:**
2x4" WOOD STUDS
5/8" OSB EA. SIDE
1/2" FRP CONCESSION SIDE TO CEILING

GENERAL FLOOR PLAN NOTES

- A. ALL DIMENSIONS ARE TO FACE OF STUD AT INTERIOR AND EXTERIOR WALLS.
- B. LOCATE ALL DOORS 5" FROM STUD UNLESS OTHERWISE DIMENSIONED ON PLAN
- C. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING RIGHT-OF-WAY PERMIT FOR UTILITIES & CITY BUILDING PERMIT.
- D. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS IN FIELD
- E. CONTRACTOR MUST FOLLOW TOWN'S STANDARD SPECIFICATIONS AND TYPICAL DRAWINGS FOR INFRASTRUCTURE FOR ALL NEW SIDEWALKS, UTILITIES, AND PATH LIGHTING

GENERAL FLOOR PLAN KEYNOTES

1. 34" ADA HEIGHT STAINLESS STEEL COUNTERTOP
2. 32" HEIGHT SOLID SURFACE COUNTERTOP AND STADIUM SEATS
3. STAINLESS STEEL 3 COMPARTMENT SINK
4. MOP SINK
5. HSS STEEL COLUMN - SEE STRUCTURAL
6. GLUE LAM BEAM ABOVE - SEE STRUCTURAL
7. ROLL UP DOOR
8. OUTLET
9. PICNIC TABLE
10. PAINTED METAL DOOR (TYP.)
11. 6FICG OUTLET - ALL OUTDOOR OUTLETS TO BE LOCKABLE
12. 6FICG OUTLET
13. LED LIGHT @8'

GROSS SQUARE FOOTAGE SUMMARY

CONCESSION	131 SF
EQUIPMENT STORAGE	419 SF
TOTAL	550 SF
UNCONDITIONED COVERED SPACE	2,212 SF
NEW SIDEWALK	622 SF

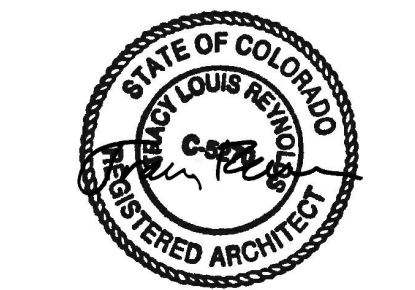


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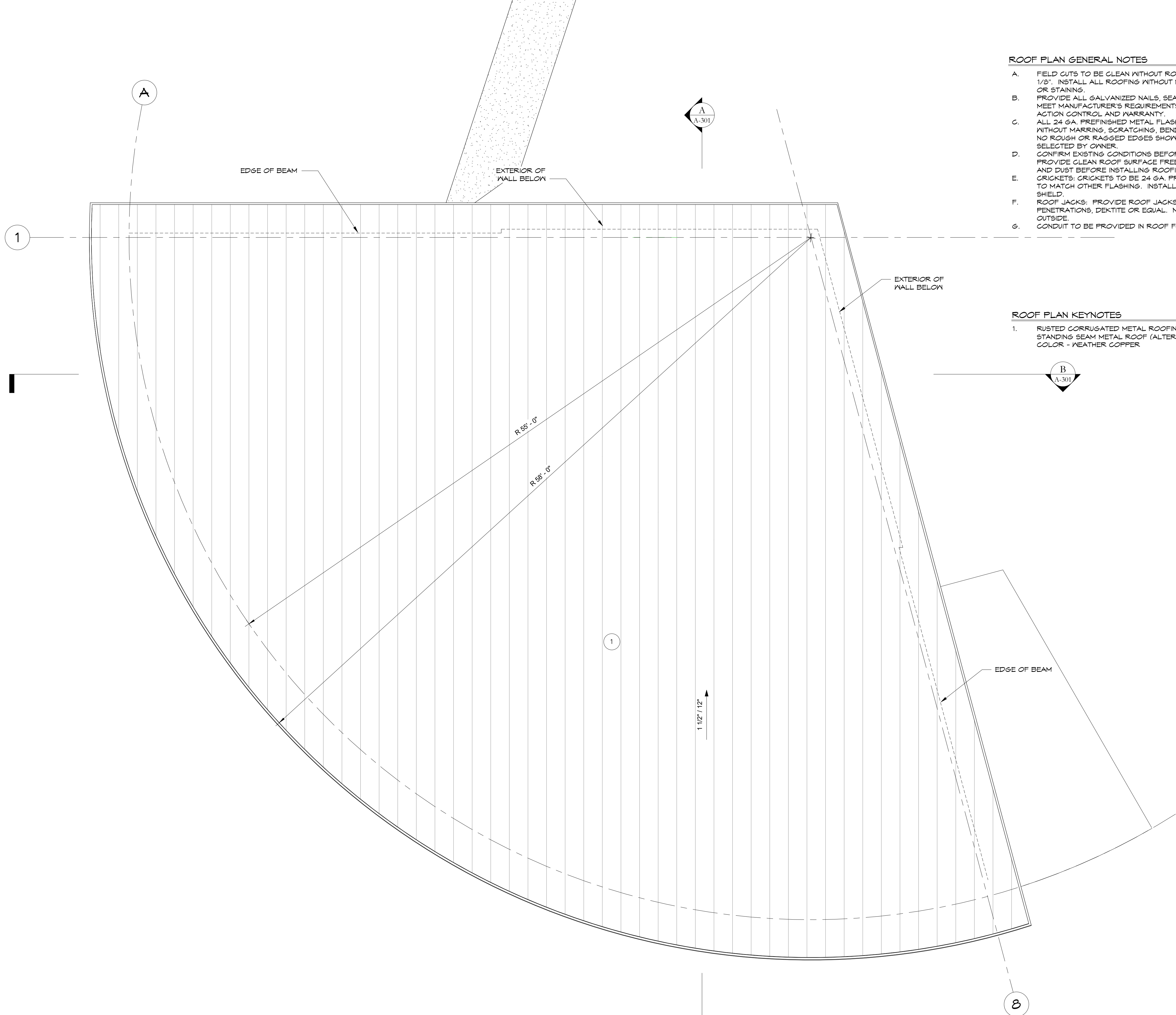
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A-101
MAIN FLOOR PLAN



- ROOF PLAN GENERAL NOTES**
- A. FIELD CUTS TO BE CLEAN WITHOUT ROUGH OR RAGGED EDGES TO 1/8". INSTALL ALL ROOFING WITHOUT MARRING, FOLDING, TEARING OR STAINING.
 - B. PROVIDE ALL GALVANIZED NAILS, SEALANTS & FASTENERS TO MEET MANUFACTURER'S REQUIREMENTS FOR WIND & CAPILLARY ACTION CONTROL AND WARRANTY.
 - C. ALL 24 GA. PREFINISHED METAL FLASHINGS TO BE INSTALLED WITHOUT MARRING, SCRATCHING, BENDING OR RIPPLES. LEAVE NO ROUGH OR RAGGED EDGES SHOWING. COLOR TO BE SELECTED BY OWNER.
 - D. CONFIRM EXISTING CONDITIONS BEFORE ORDERING MATERIALS. PROVIDE CLEAN ROOF SURFACE FREE FROM DEBRIS, GREASE AND DUST BEFORE INSTALLING ROOFING.
 - E. CRICKETS: CRICKETS TO BE 24 GA. PREFINISHED METAL, COLOR TO MATCH OTHER FLASHING. INSTALL OVER ICE AND WATER SHIELD.
 - F. ROOF JACKS: PROVIDE ROOF JACKS AT ALL ROOF PENETRATIONS, DEKTITE OR EQUAL. NO MASTIC TO SHOW ON OUTSIDE.
 - G. CONDUIT TO BE PROVIDED IN ROOF FOR FUTRE SOLAR PANELS

- ROOF PLAN KEYNOTES**
- 1. RUSTED CORRUGATED METAL ROOFING OR STANDING SEAM METAL ROOF (ALTERNATE) COLOR - WEATHER COPPER

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A-102
ROOF PLAN



A-103

REFLECTED
CEILING PLAN

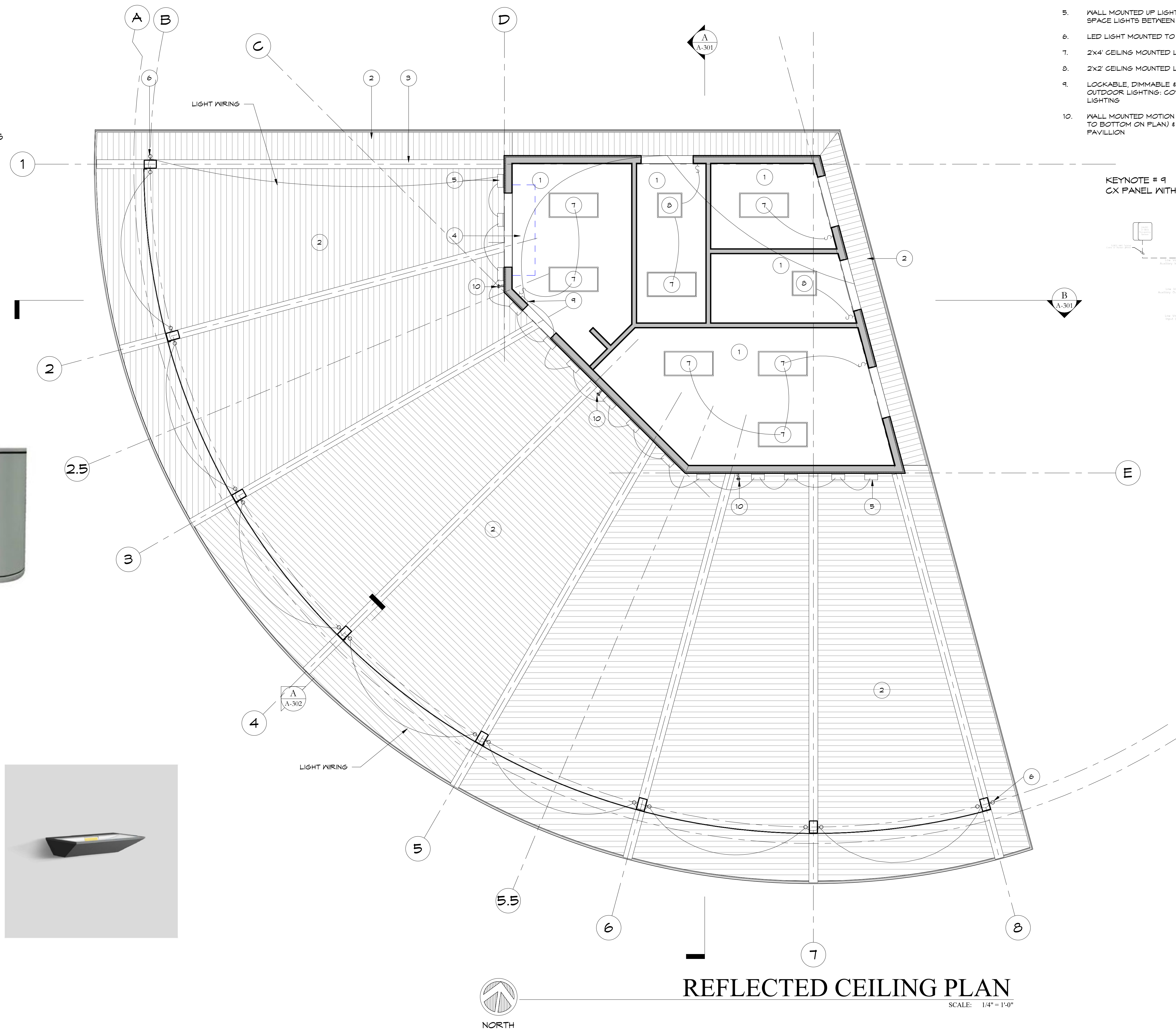
1. CEILING: 5/8" GYP. BRD. GLG APPLIED DIRECTLY TO BOTTOM OF TRUSS
2. TONGUE AND GROOVE FINE - CLEAR FINISH
3. GLULAM BEAM - CLEAR FINISH, SEE STRUCTURAL
4. ROLL UP DOOR
5. WALL MOUNTED UP LIGHTING LED, LOWEST LIGHT @ 9' HIGHEST LIGHT @ 12' SPACE LIGHTS BETWEEN EVENLY IN THE 36" SPACE
6. LED LIGHT MOUNTED TO STRUCTURAL COLUMN @ 8' ON BOTH SIDES
7. 2X4' CEILING MOUNTED LED FIXTURE
8. 2X2' CEILING MOUNTED LED FIXTURE
9. LOCKABLE, DIMMABLE & PROGRAMMABLE CONTROL PANEL FOR OUTDOOR LIGHTING: COVERED SPACE, SECURITY LIGHTS, AND SITE LIGHTING
10. WALL MOUNTED MOTION SENSOR, PLACED AT 11', 11'-6", & 12' (FROM TOP TO BOTTOM ON PLAN) & TILTED 100° FROM WALL TO COVER FULL PAVILLION

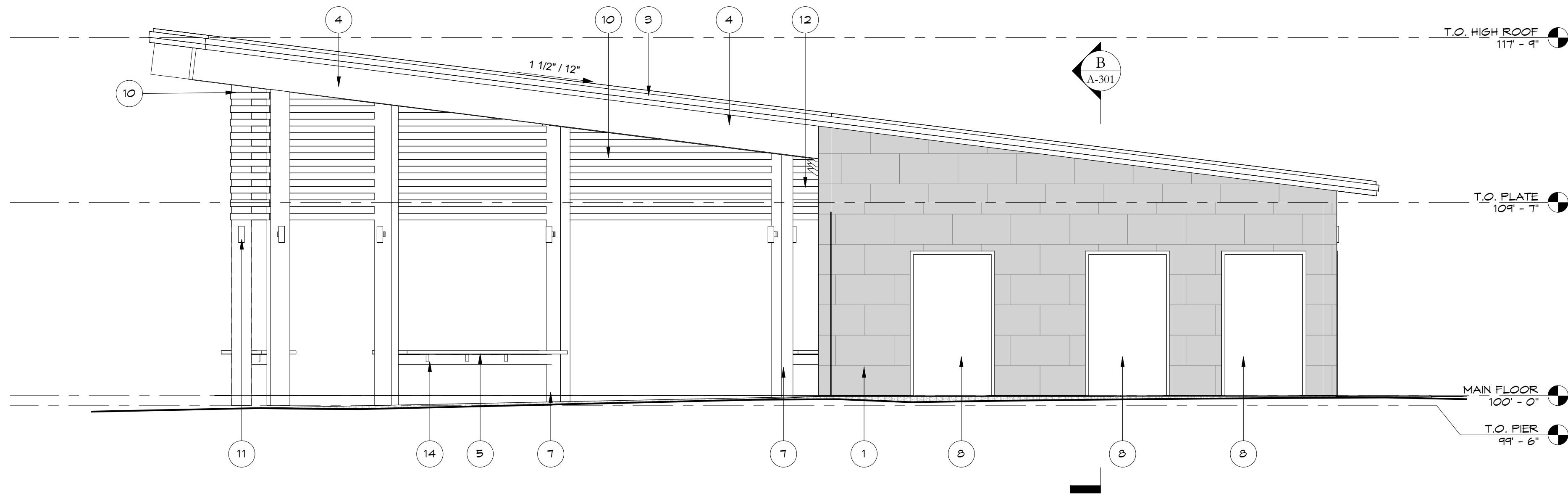
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LIGHTING CONTROL PANEL DETAIL

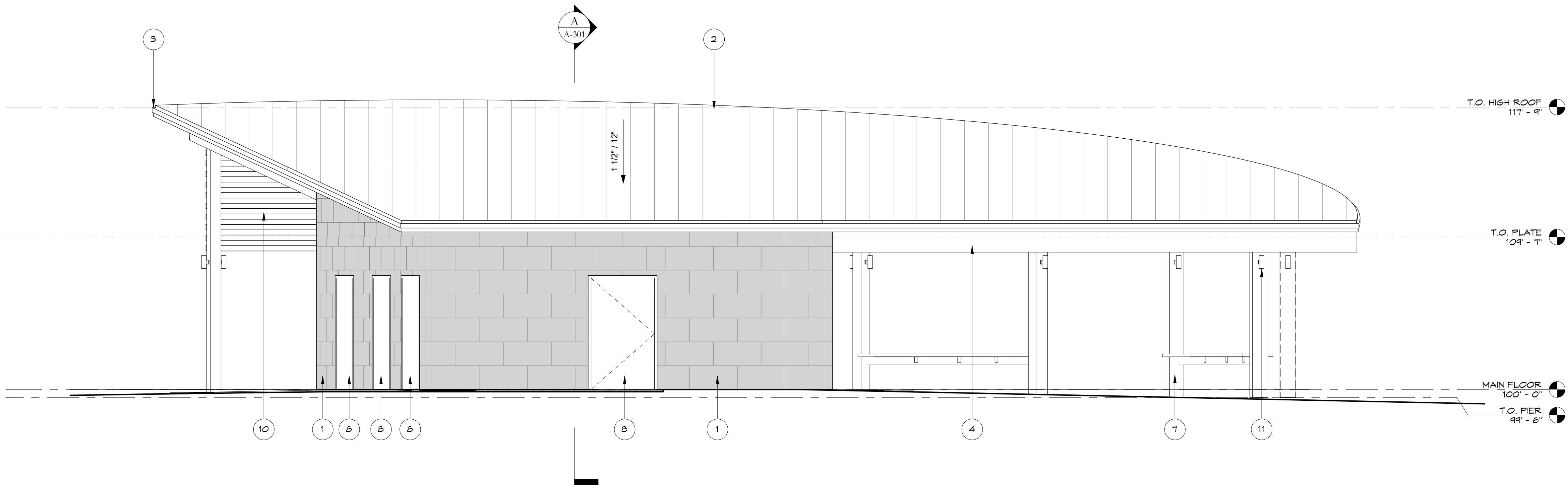
WALL MOUNT	
WM - wall mount	2.05" D
total fixture depth	8.36" D

KEYNOTE #5
MANUFACTURE - BEGA
MODEL - 24 362
COLOR - BLACK






EAST ELEVATION A
SCALE: 1/4" = 1'-0" A-201



NORTH ELEVATION B
SCALE: 1/4" = 1'-0" A-201

- ELEVATION KEYNOTES
1. METAL PANEL - 18" x 36" 18 GA. BLACK STEEL SHINGLE PANEL WITH CLEAR SEALER
 2. CORRUGATED RUSTED METAL ROOF OR 2" STANDING SEAM METAL ROOF (ALTERNATE)
COLOR - WEATHERED COPPER
 3. COMPOSITE FASCIA WITH SHADOWBOARD
COLOR: WEATHERED COPPER
 4. EXTERIOR GLULAM BEAM WITH CLEAR FINISH, SEE STRUCTURAL
 5. 32" SOLID SURFACE COUNTERTOP, HONED FINISH
 6. ROLL UP DOOR
 7. HSS STEEL COLUMN WITH CLEAR SEALER, SEE STRUCTURAL
 8. PAINTED METAL DOOR
 9. TONGUE AND GROOVE PINE SOFFIT WITH CLEAR FINISH
 10. BARE STEEL (RUSTED) SHADE STRUCTURE
 11. LED LIGHT MOUNTED TO HSS COLUMN (FC LIGHTING, FCC600 SERIES)
 12. OUTDOOR LED UPLIGHT (BEGA, 24 362)
 13. LOCKABLE 6FIC1 ELECTRICAL OUTLET, BLACK FINISH
 14. COUNTERTOP SUPPORT, HSS BEAM WITH BLACKENED STEEL FINISH



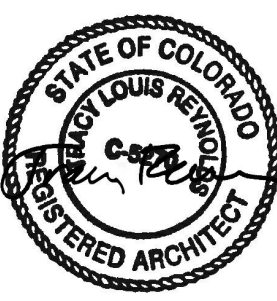
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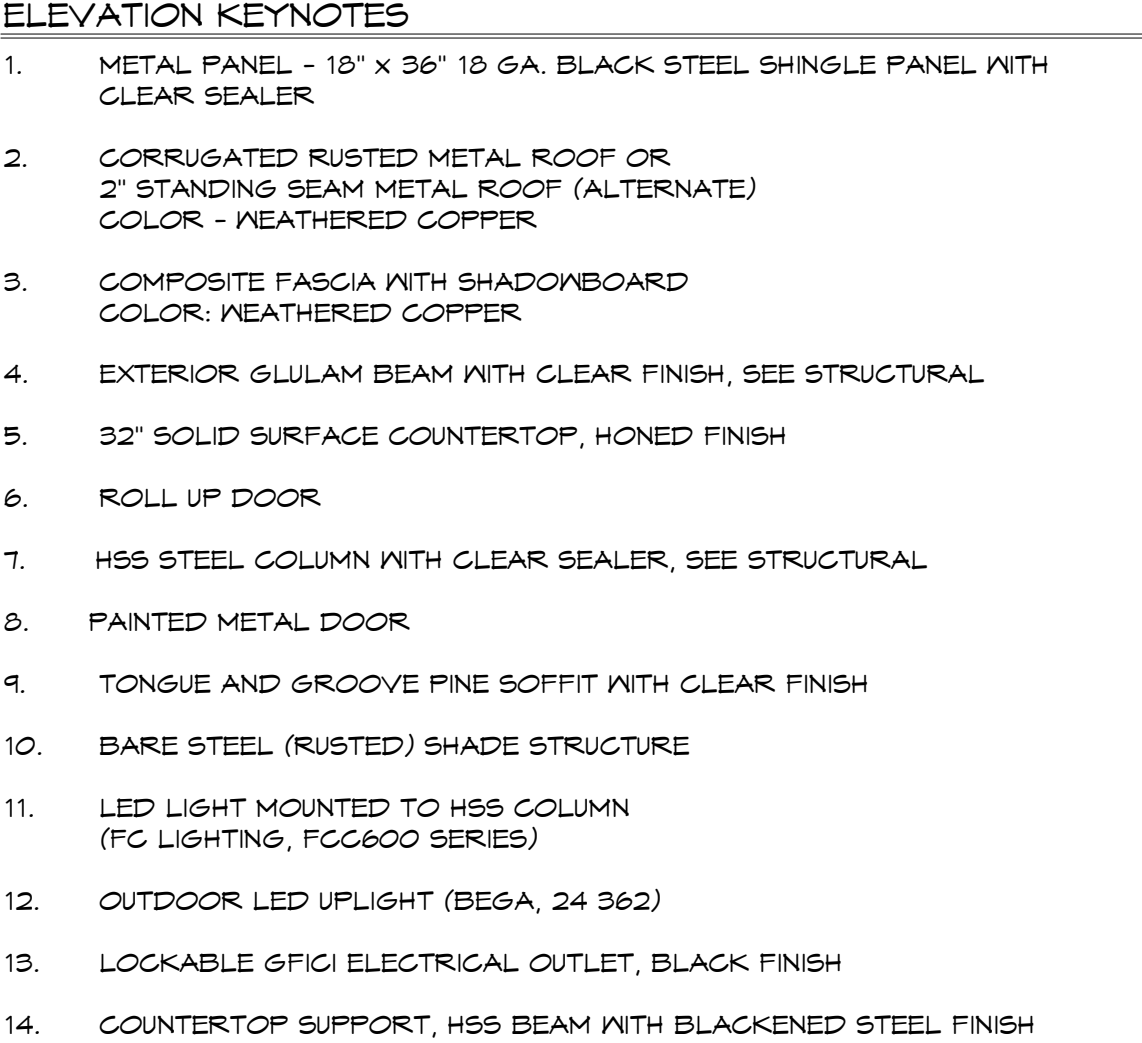
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EXTERIOR
ELEVATIONS



SCALE: 1/4" = 1'-0"





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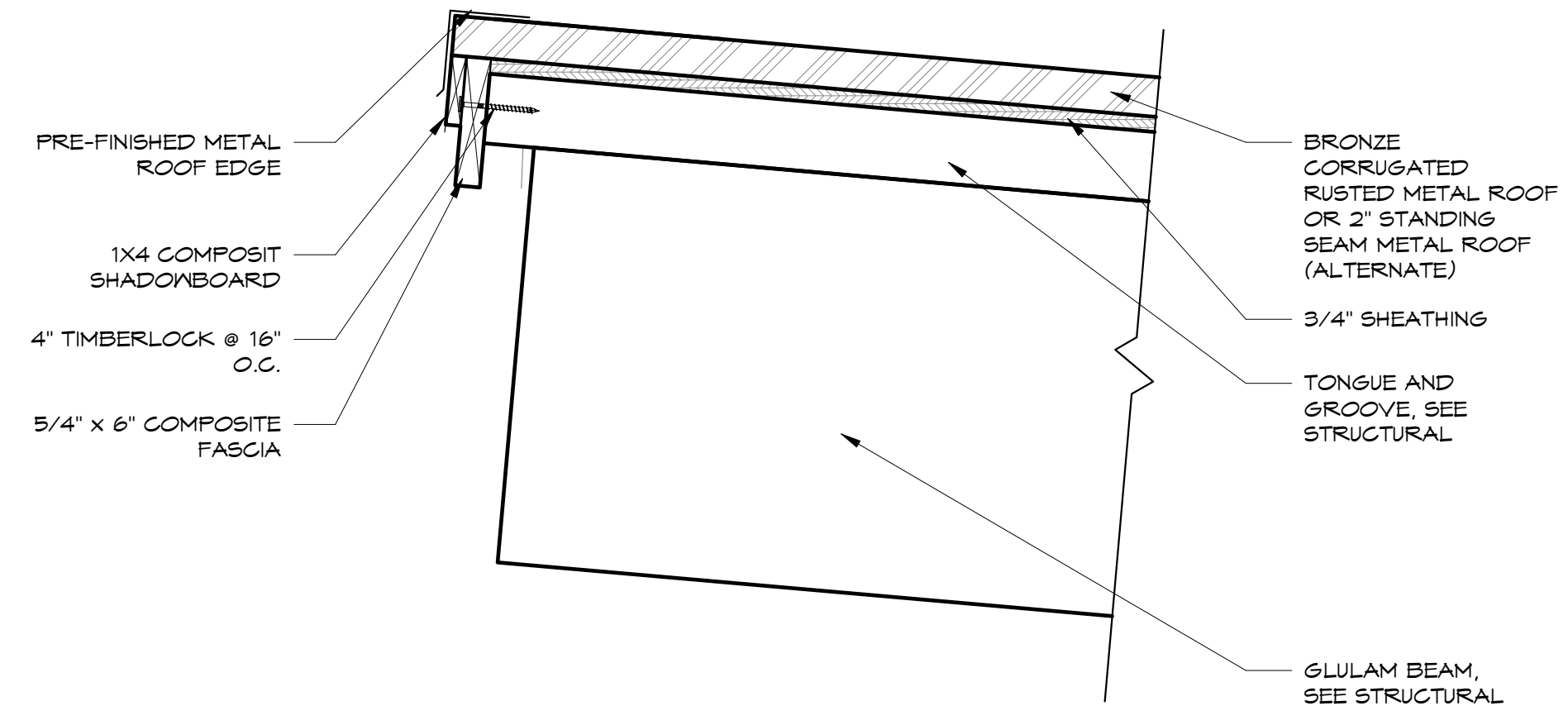
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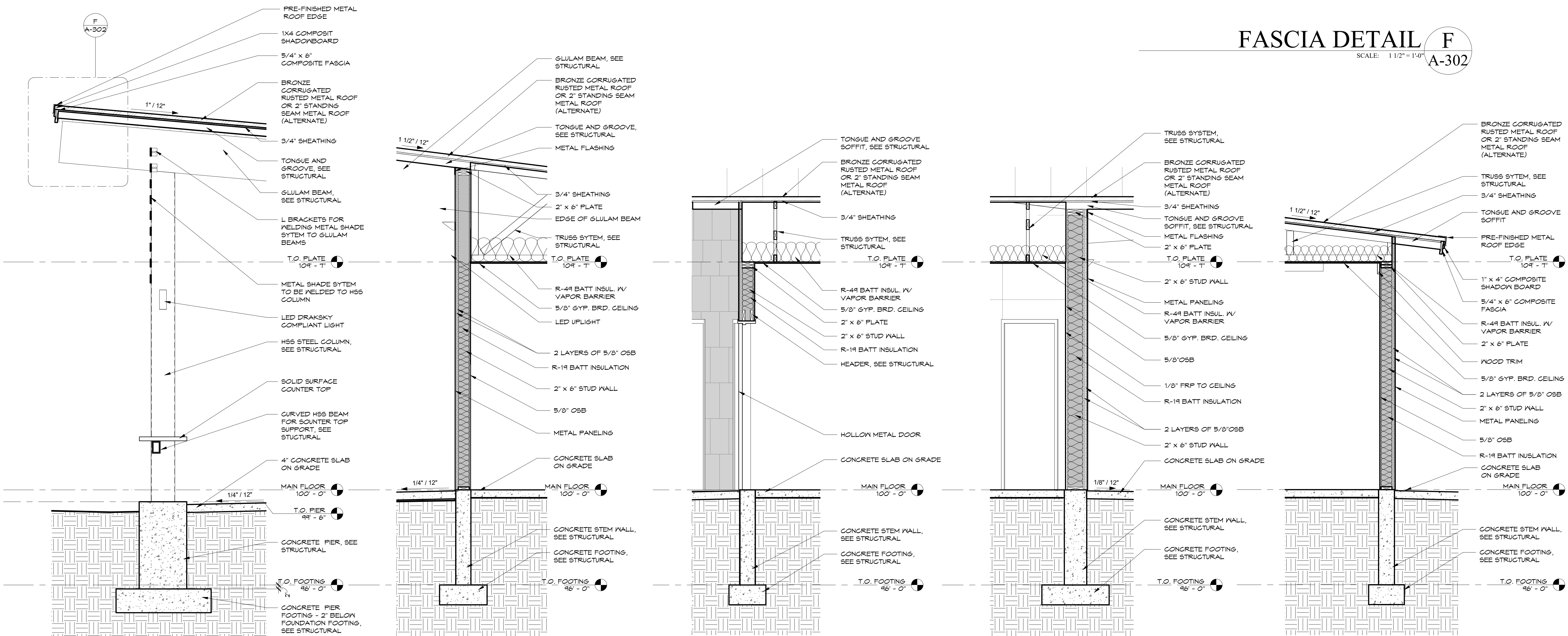
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A-302

WALL SECTIONS



FASCIA DETAIL F
SCALE: 1 1/2" = 1'-0" A-302



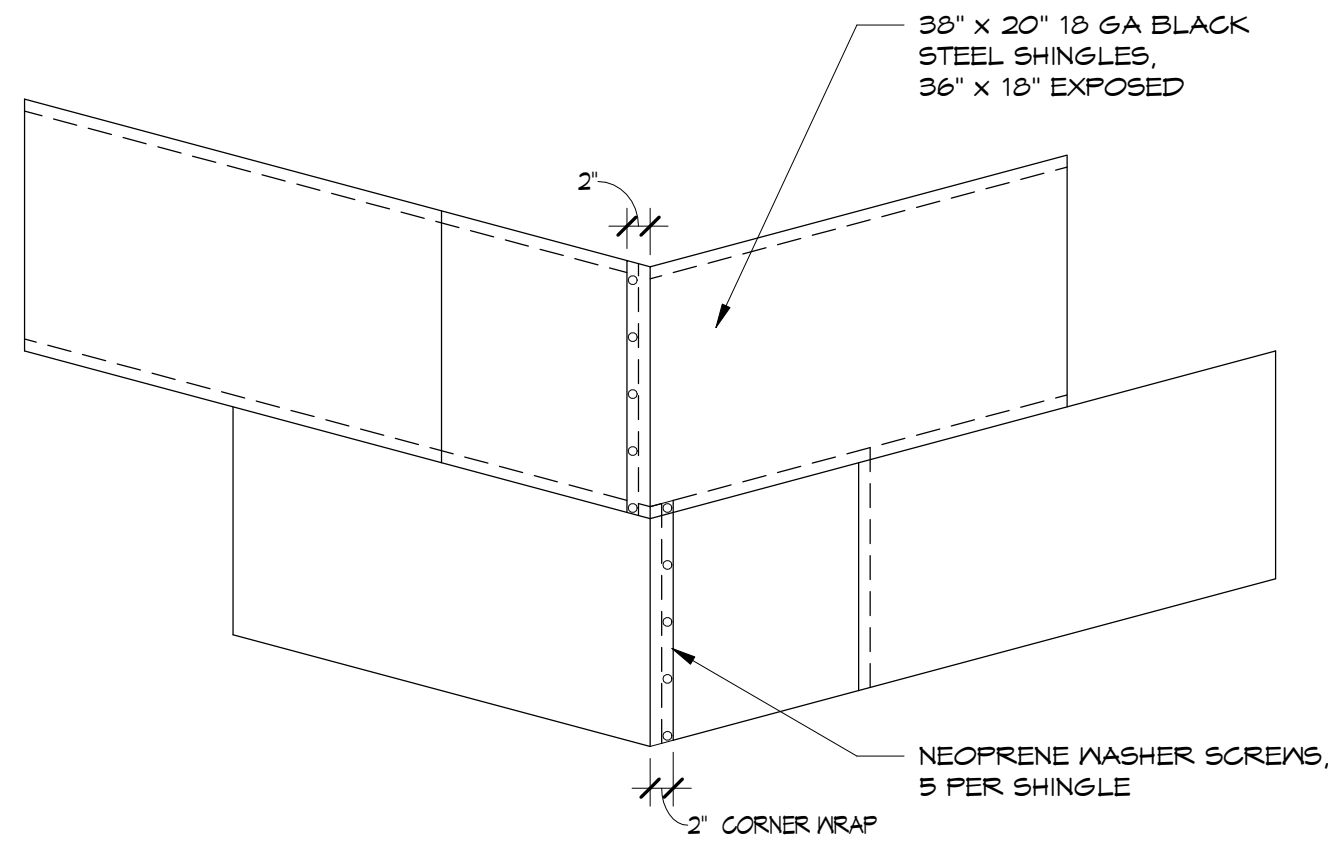
GLULAM COLUMN A
SCALE: 1/2" = 1'-0" A-302

BEARING WALL B
SCALE: 1/2" = 1'-0" A-302

STUD WALL W/ DOOR C
SCALE: 1/2" = 1'-0" A-302

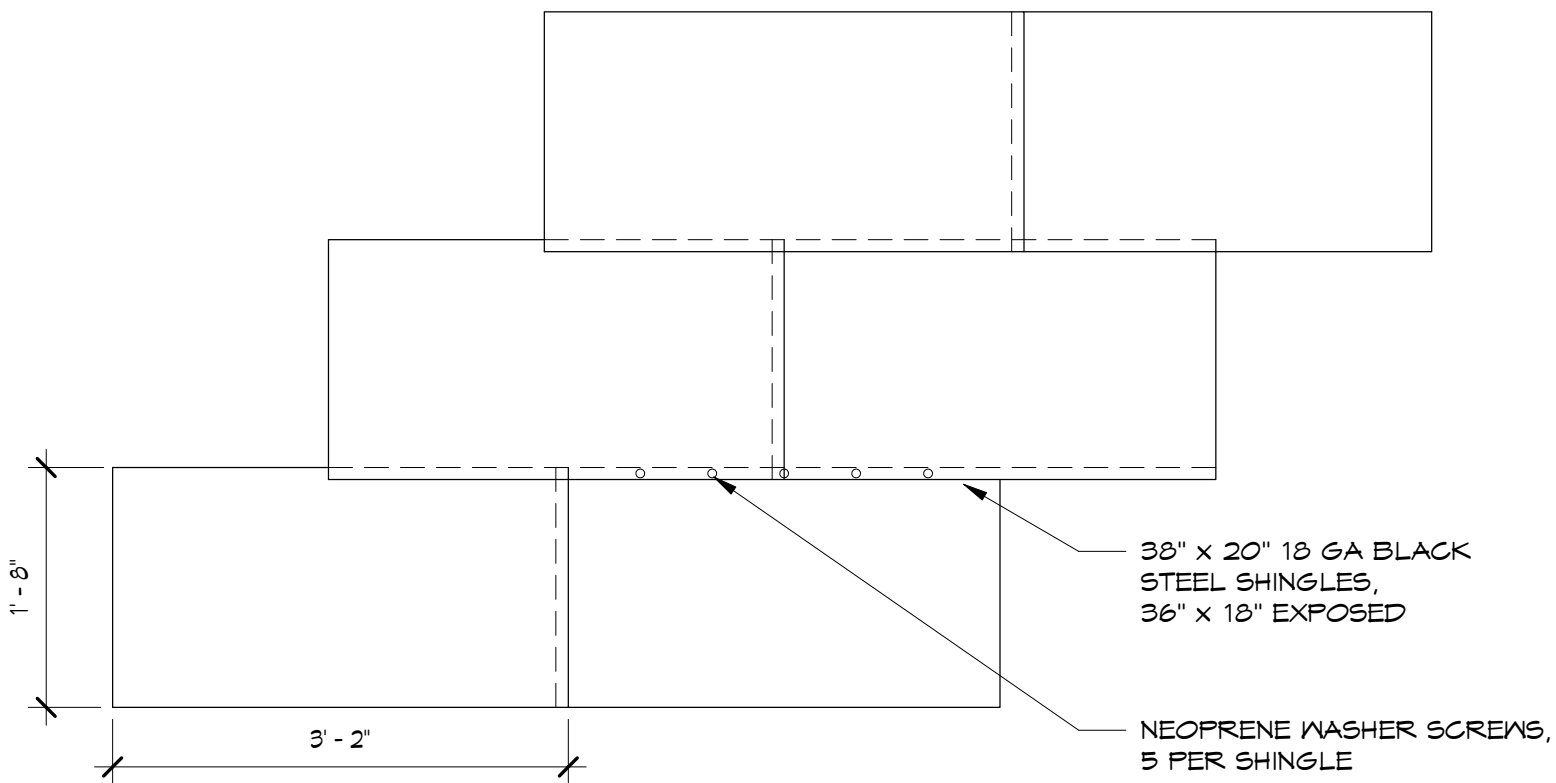
CONCESSION WALL D
SCALE: 1/2" = 1'-0" A-302

@ GRID LINE 1 E
SCALE: 1/2" = 1'-0" A-302



METAL SHINGLE DETAIL @ CORNER

A
A-401



METAL SHINGLE DETAIL

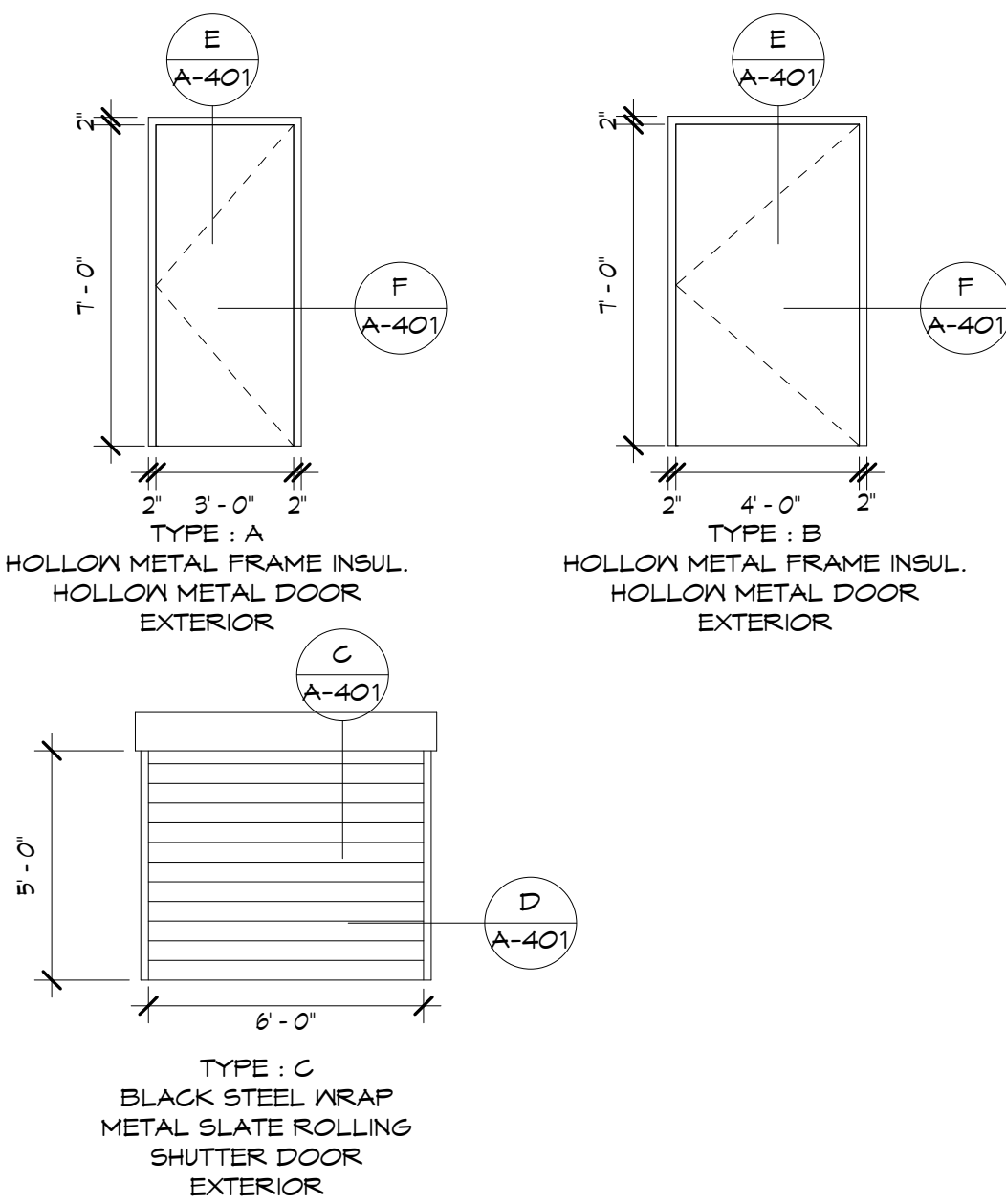
B
A-401

ROOM FINISH SCHEDULE							
NO.	NAME	FLOOR FINISH	BASE TRIM	WALL COV.	CLG FINISH	COMMENTS	
101	CONCESSION	SEALED CONCRETE	FRP (WHITE)	FRP (WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
102	STORAGE AREA 2	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
103	STORAGE AREA 1	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
104	STORAGE AREA 3	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
105	STORAGE AREA 4	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
107	COVERED SEATING	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	PAINTED WOOD TRIM @ WALL/CEILING(WHITE)	
108	UNCOVERED SEATING	SEALED CONCRETE	RUBBER BASE (BLACK)	PAINT(WHITE)	PAINT(WHITE)	BLACK METAL FLASHING TO COVE WD PLATE	

DOOR SCHEDULE								
MARK	WIDTH	HEIGHT	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	HARDWARE SET	REMARKS
101A	3' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
101B	6' - 0"	5' - 0"	STAINLESS STEEL		METAL		1	
102	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
103	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
104	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	
105	4' - 0"	7' - 0"	HOLLOW METAL	PAINT	METAL	PAINT	2	

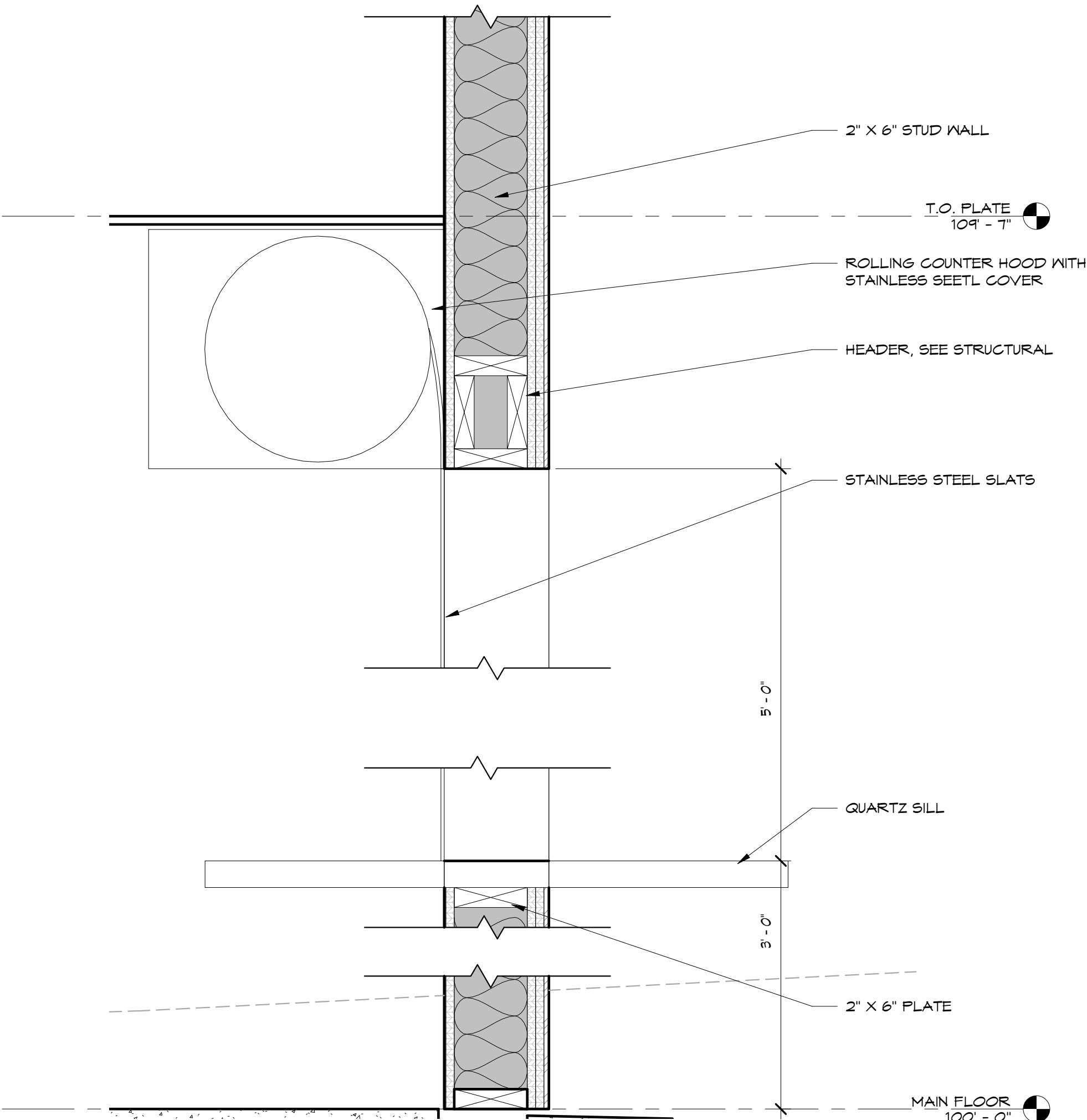
DOOR HARDWARE SCHEDULE

- ROLL UP DOOR:
OPENER: MANUAL
TRACK: ALUMINUM
LOCK: PAD LOCK TO BE PROVIDED BY OWNER
- STORAGE:
HINGES-FULL MORTISE
DOOR STOP: FLOOR STOP
LOCKSET: BATTERY KEYPAD ENTRY, EXIT ALWAYS OPEN



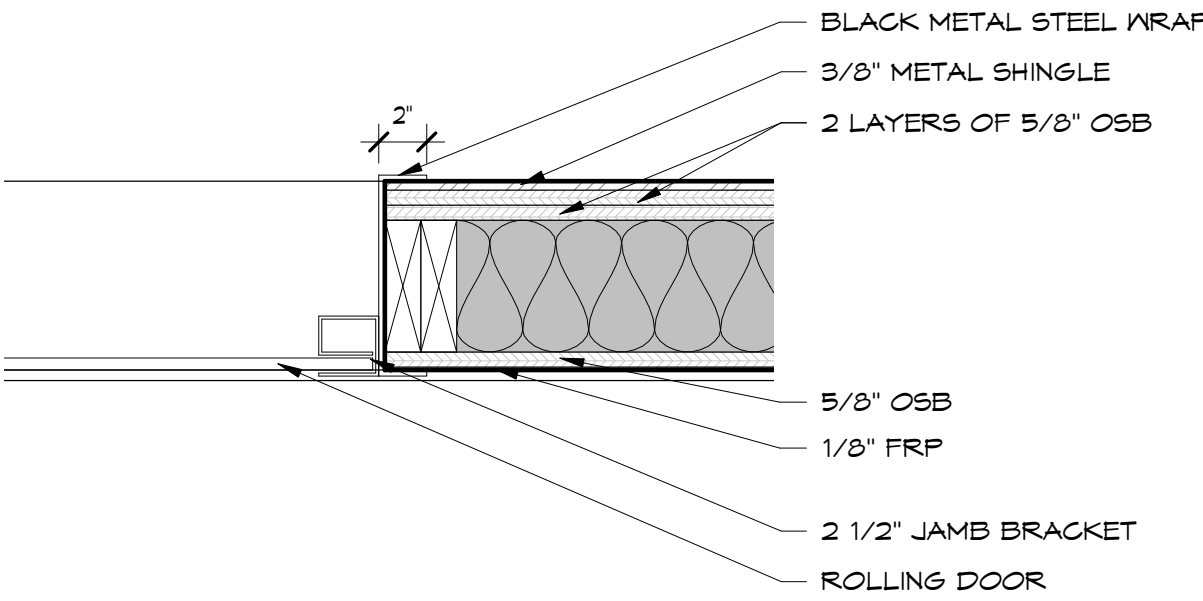
DOOR TYPES

SCALE: 1/4" = 1'-0"



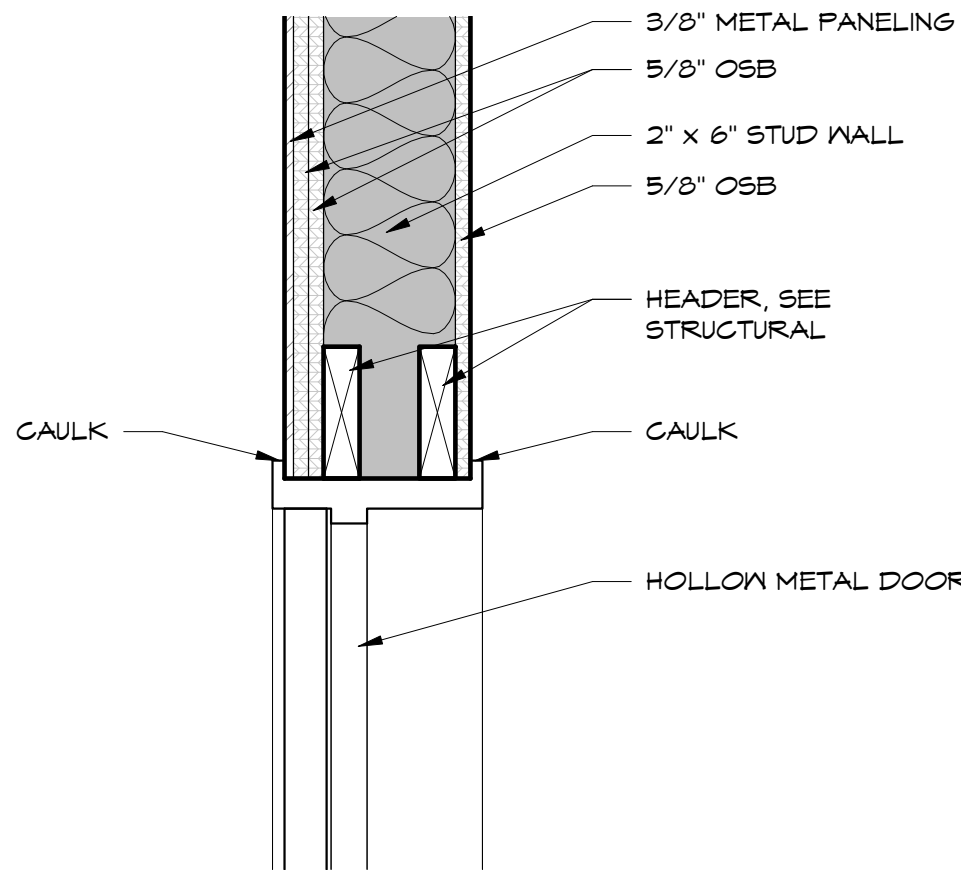
ROLLING COUNTER SHUTTER

C
A-401



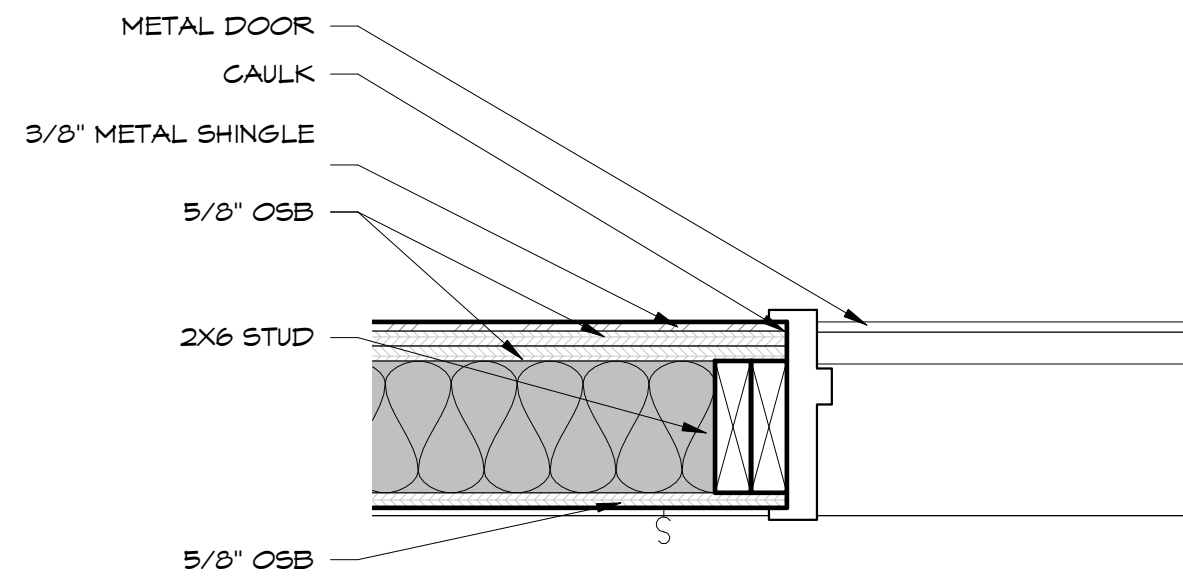
ROLLING COUNTER SHUTTER JAMB

D
A-401



EXTERIOR DOOR HEADER

E
A-401



EXTERIOR DOOR JAMB

F
A-401



REYNOLDS ASH
+ ASSOCIATES

ARCHITECTURE
ENGINEERING

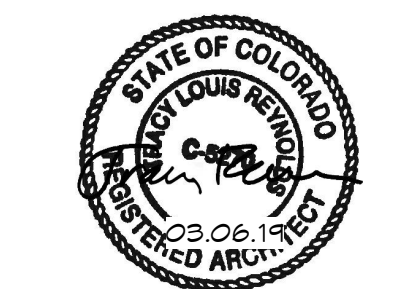
1140 MAIN AVE, STE. B
DURANGO, CO 81301
(970) 259-7494
FAX (970) 259-7492

262 PAGOSA STREET, STE. 200
P.O. BOX 96
PAGOSA SPRINGS, CO 81147
(970) 264-6884

RA-AE.COM

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RIDGWAY ATHLETIC PAVILION

6579 COUNTY ROAD 23
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-24
DRAWN BY: LB

ISSUE RECORD:
2020-02-24 PERMIT SET

REVISIONS:

A-401
SCHEDULES



A. ALL FOOTINGS SHALL BEAR A MINIMUM OF 48" BELOW LOWEST ADJACENT GRADE.

B. SEE GENERAL NOTES FOR CONCRETE REQUIREMENTS ON S-101.

C. DESIGN IS BASED ON BEARING CAPACITY OF 1250 PSF PER GEOTECHNICAL REPORT NO. 2384 BY GEOTECHNICAL ENGINEERING GROUP, INC.. NOTIFY ARCHITECT/ENGINEER IF GRAVELLY CLAY SOILS ARE NOT ENCOUNTERED.

D. A/E TO INSPECT EXPOSED SUBGRADE PRIOR TO FORMING OF FOOTINGS.

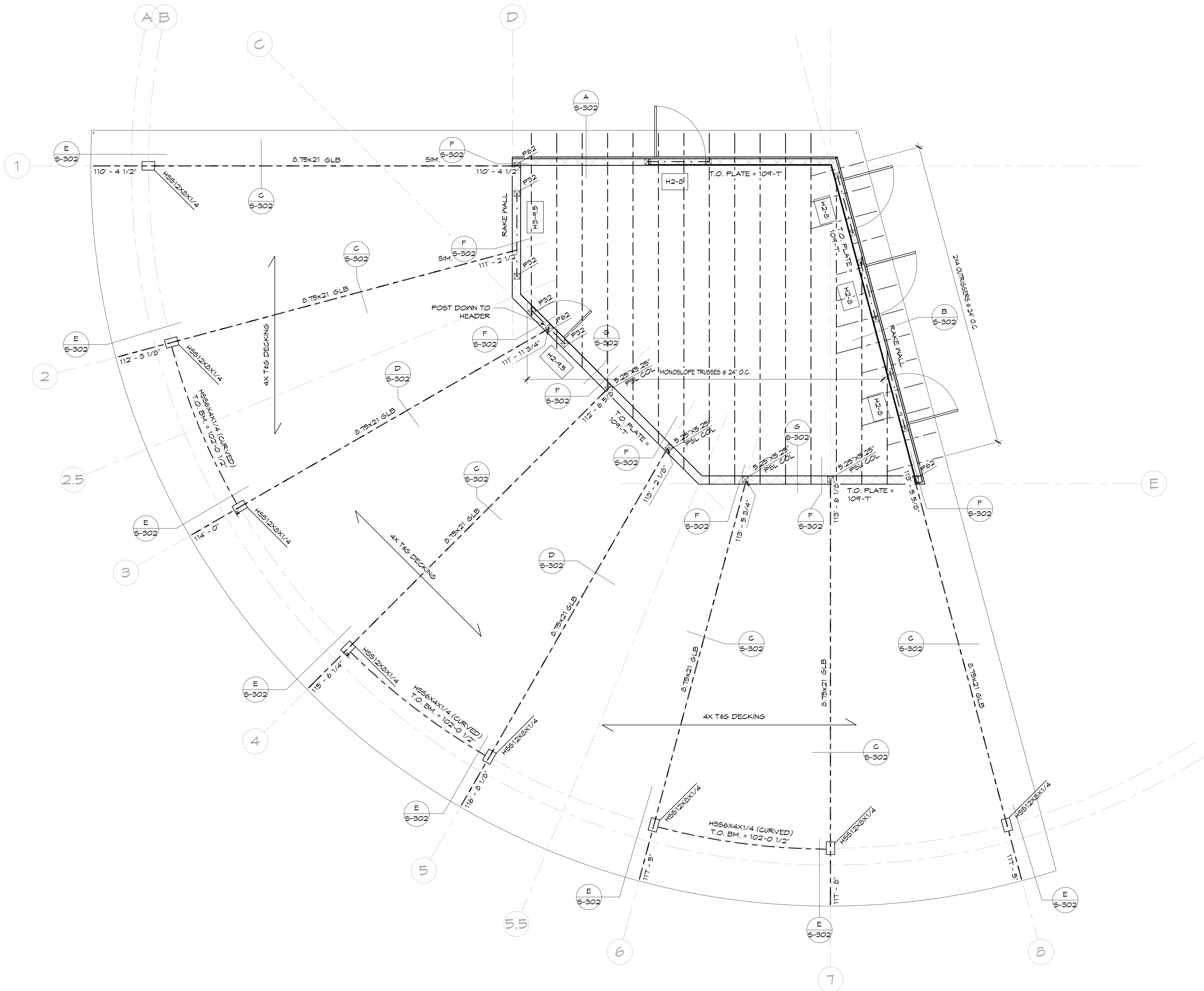
E. CONTRACTOR TO VERIFY THAT SUBGRADE IS EXCAVATED TO NATIVE MATERIAL AND NO EXPANSIVE OR LOW STRENGTH SOILS ARE ENCOUNTERED.

F. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS AND FOUNDATION ELEVATIONS PRIOR TO START OF WORK AND SHALL NOTIFY A/E OF ANY DISCREPANCIES.

G. CONTRACTOR TO INSTALL PASSIVE RADON SYSTEM UNDER INTERIOR SLAB IV/ 6 MIL PLASTIC OVER GRAVEL. PROVIDE 8" OF 4" PERFORATED PIPE UNDER PLASTIC WITH 4" SOLID PIPE VENTED TO ROOF.

FOUNDATION
PLAN





FRAMING PLAN

SCALE: 1/4" = 1'-0"

GENERAL FRAMING PLAN NOTES:

- A. ALL PRODUCTS NOTED MAY BE SUBSTITUTED WITH EQUAL PRODUCTS BY TRUS-JOIST, BOISE GASCATE, INTERNATIONAL PAPER, OR LOUISIANA PACIFIC, OR ROSEBURG.
- B. ALL STRUCTURAL COMPOSITE MEMBERS (LVL, PSL, GLULAM, ETC...) SHALL BE GRADED AS 24F-1.8E
- C. ALL GLULAM BEAMS ARE TO BE OUTDOOR-RATED AND ARCHITECTURAL APPEARANCE GRADE.
- D. ROOF TRUSSES AND CORRESPONDING HANGERS SHALL BE SIZED BY TRUSS MANUFACTURER. SEE GENERAL NOTES ON S-101.
- E. POSTS SHALL CARRY DOWN TO THE FOUNDATION.
- F. HEADER SCHEDULE: HA-B, WHERE:
- | HA-B | "A" | "B" |
|------|-------------------|-----------------------|
| | = NUMBER OF PLIES | = NOMINAL MEMBER SIZE |
| | 8 | = 2X8 D.F. #1 |
| | 10 | = 2X10 D.F. #1 |
| | 12 | = 2X12 D.F. #1 |
| | 7.25 | = 1.75"X7.25" LVL |
| | 9.5 | = 1.75"X9.5" LVL |
| | 11.875 | = 1.75"X11.875" LVL |
| | 14 | = 1.75"X14" LVL |
- G. POST SCHEDULE: PAB, WHERE:
- | PAB | "A" | "B" |
|-----|---------------------------------------|----------------------|
| | = NUMBER OF JACK OR CRIPPLE STUDS | = NOMINAL KING STUDS |
| | ALL POSTS NOT OTHERWISE NOTED ARE P22 | |
| | P44 | = 4X4 TIMBER |
| | P66 | = 6X6 TIMBER |
| | P58 | = 8X8 TIMBER |
| | P1010 | = 10X10 TIMBER |
- H. ALL HEADERS IN BEARING AND EXTERIOR WALLS NOT OTHERWISE NOTED ARE (2) 2X8S.
- I. WHERE BEAMS/HEADERS ARE NOTED AS "FLUSH", PLACE TOP OF BEAM FLUSH WITH TOP OF JOISTS, AND HANG JOISTS FROM BEAM WHERE APPLICABLE.
- J. FRAMING PLAN ELEVATIONS ARE TO TOP OF BEAM UNLESS OTHERWISE NOTED.
- K. SEE GENERAL NOTES ON S-101 FOR SHEATHING CONNECTION REQUIREMENTS.
- L. PRE-FAB TRUSSES TO BE POSITIONED SUCH THAT THEY AVOID THE BEARING POINTS OF THE GLULAM BEAMS.



REYNOLDS ASH
+ ASSOCIATES

ARCHITECTURE
ENGINEERING

1140 MAIN AVE, STE. B
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RIDGWAY ATHLETIC PAVILION

594C SABETA DRIVE
RIDGWAY, CO 81432

JOB. NO.: 19175
DATE: 2020-02-10
DRAWN BY: RAA

ISSUE RECORD:
2020-02-10 PERMIT SET

REVISIONS:

S-301
FRAMING PLAN





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

EXHIBIT G
CONTRACTOR'S ORIGINAL BID

PROPOSAL

Town of Ridgway Athletic Park Pavilion Construction Project

March 20, 2020

Attn: Pam Kraft
201 N Railroad St
Ridgway, CO 81432



KUBOSKE
CONSTRUCTION, LLC

COMMERCIAL, CIVIL, AND RESIDENTIAL CONSTRUCTION



Steel Deck & Sealing Notes

GENERAL: SEALING INSTRUCTIONS: INTERLOCKING STEEL DECK
1. REMOVE ALL DEBRIS FROM THE JOINTS AND SURFACES TO BE SEALED.
2. APPLY A THICK COAT OF SEALANT TO THE JOINTS AND SURFACES.
3. ALLOW THE SEALANT TO CURE FOR 24 HOURS BEFORE TRAFFIC.
4. REPAIR ANY DAMAGE TO THE SEALANT IMMEDIATELY.
5. MAINTAIN THE SEALANT FOR THE LIFE OF THE PROJECT.
6. USE A QUALITY SEALANT THAT IS COMPATIBLE WITH THE STEEL DECK.
7. APPLY THE SEALANT TO THE JOINTS AND SURFACES.
8. ALLOW THE SEALANT TO CURE FOR 24 HOURS BEFORE TRAFFIC.
9. REPAIR ANY DAMAGE TO THE SEALANT IMMEDIATELY.
10. MAINTAIN THE SEALANT FOR THE LIFE OF THE PROJECT.

Planting Notes

1. INSTALL ROOT GUARDS
2. PLANT ALL PLANTS AND TREES
3. WATER PLANTS AND TREES
4. MAINTAIN PLANTS AND TREES
5. PLANT PLANTS AND TREES
6. PLANT PLANTS AND TREES
7. PLANT PLANTS AND TREES
8. PLANT PLANTS AND TREES
9. PLANT PLANTS AND TREES
10. PLANT PLANTS AND TREES



Town of Ridgway, CO
Pam Kraft, Town Clerk
201 N. Railroad St., PO Box 10
Ridgway, CO 81432

Kuboske Construction Inc.
Kelly Kuboske - President
67242 Sunshine Rd
Montrose, CO 81401

March 20, 2019

Town of Ridgway – Athletic Park Pavilion Construction Project

Dear Mrs. Kraft,

Kuboske Construction has been a general contractor 17+ years. We are a woman owned small business in southwestern CO. Kuboske Construction Inc, is driven by more than 100 years of accumulated construction and management experience. Our team is actively involved in the business development, procurement, project management and administration of the company. Kuboske Construction Inc, takes pride in our ability to serve the owner with whatever construction need they are after. Our clients can always be assured that no matter the job, Kuboske will have the most experienced and qualified team to get the job done BEYOND EXPECTATION, ON TIME, and WITHIN BUDGET.

Although Kuboske Construction is a small locally owned company we self-perform a majority of our own work. This ranges from owning our fleet of equipment and employing multiple civil teams to completing all framing and interior/exterior finishes of the project. With Kuboske you will receive the small town “way of doing things” but will be backed by a company that has the ability to perform ANY tasks asked of them. With every new client we treat there project just like we would one of our own. This means we go above and beyond to make sure you are happy with your final product.

Kuboske believes we would be a great fit for the project. With combing our experience and the Town of Ridgway’s vision the New Pavilion will excite the entire community for years to come. Kuboske is excited for the opportunity to team with the Town of Ridgway on the Athletic Park Pavilion as it will be the new ‘Gateway’ to the Town Park of Ridgway.

Contractor has read the RFP’s draft contract and acknowledges receipt of addendum 1.

Sincerely,

Kelly R Kuboske

Kelly Kuboske – President



Kuboske Construction's Proposed Team:

Owner / Project Manager: BJ Kuboske

Contact: 970-209-6822 / bj@kuboske.com

Project Manager / Estimator: Jimmy Bradburn

Contact: 970-209-9528 / jimmy@kuboske.com

Project Superintendent: Dustin Yehling

Contact: 970-275-3958 / dustin@kuboske.com

Project Engineer and Safety: Travis Williams

Contact: 970-773-0493 / travis@kuboske.com

Office and Accounting Manager: Blake Schroeter

Contact: 970-258-0241 / accounting@kuboske.com

Kuboske Employees potentially assigned to the job:

Superintendent / Carpenter: Dusty Smith

Contact: 970-209-3895

Superintendent / Carpenter: Scott Sanburg

Contact: 970-275-1127

Carpenter: Ted Hartlein

Contact: 970-787-5646

Carpenter: Brian Perry

Contact: 970-596-8015

Carpenter: Josh Vigil

Contact: 970-596-8168

Carpenter: Dennis Figgs

Contact: 970-275-1929

Heavy Equip Op: Brandon Gray

Contact: 970-275-4124

Heavy Equip Op: Trevor Kuboske

Contact: 970-497-9794

Operator Helper / Laborer: Dustin Martinez

Contact: 970-901-2807

Resume for KUBOSKE CONSTRUCTION, LLC

BJ Kuboske, Vice President

TRAINING

- Licensed ICC Contractor - 672182188

BJ Kuboske brings over 30 years of construction experience as the current co-owner and Vice President of Kuboske Construction, LLC. BJ's construction experience covers projects ranging from residential to commercial construction projects with multiple end user clients. Under BJ's leadership teams have completed a very diverse collection of projects.

ESTIMATING

BJ's experience plays a key role within the estimating department. The relationships BJ has developed over the years with the area's subcontractors helps the Kuboske team ensure that the best 'entity' is chosen for the job. BJ understands that the beginning stages of each project play a key role throughout the entire building process. During the design/development stages BJ and his team are proactive in planning for all scenarios and developing risk management plans prior to boots hitting the ground.

QUALITY

BJ is **hands on** from the estimate through the close out documents. Whether Kuboske is working on civil development project or a custom building for a private client, BJ does not settle for anything less than the highest quality. Kuboske

Construction takes pride in our ability to **effectively** serve our client no matter the project. This company culture ensures our client can always be assured that no matter the job, Kuboske will have the most experienced and qualified team to get the job done **BEYOND EXPECTATION, ON TIME and WITHIN BUDGET.**



CURRENT AND PAST PROJECTS OF BJ'S PERSONAL EXPERIENCE

- **Mayfly Design & Build** – Office & Medical Space – Montrose, CO
- **DBBC Properties** – New Constr. & Site Development – Olathe, CO
- **Mad Dog Ranch** – New Construction – Crawford, CO
- **Montrose Dermatology** – Office Remodel – Montrose, CO
- **RSC Rental Corporation** – New Construction – Grand Junction, CO
- **Allec Residence** – New Construction – Montrose, CO
- **Golds Gym Renovation** – Renovation/Addition – Montrose, CO
- **Holiday Inn Express** – Remodel – Montrose, CO



Resume for KUBOSKE CONSTRUCTION, LLC

Jimmy Bradburn, Project Manager / Estimator

EDUCATION

- B.S. Construction Management, Colorado State University

TRAINING

- 20 Hour OSHA
- CPR Certified

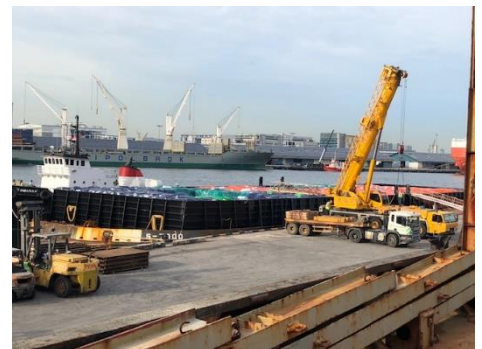
As a project manager and estimator for Kuboske Construction, LLC, Jimmy brings many years of experience from a very diverse background in the construction industry. Jimmy has experience in the field working on both residential and commercial projects. After 6 years of field experience Jimmy graduated from Colorado State University and went to work with Alpine Lumber as an Operations Manager. After spending time on the supplier side Jimmy went back to the field as a Project Engineer for multiple \$1mil - \$65mil commercial government projects. With the diverse background, Jimmy uses his experience to help bring the project from design to completion. Clients and subcontractors alike, have nothing but positive things to say about his communication and thoroughness to all the small details.

As the Estimator and Project Manager, Jimmy is involved from the very beginning of the estimate through the successful completion. Through **exceptional communication** with the project team he helps drive the project through all steps. His attention to **detail** shows throughout the project duration whether it be a successful submittal or the **quality** finished product.



CURRENT AND PAST PROJECTS OF JIMMY'S PERSONAL EXPERIENCE

- **Mayfly Design & Build** – Office & Medical Space – Montrose, CO
- **DBBC Properties** – New Constr. & Site Development – Olathe, CO
- **City of Montrose** – Cerise Park Trail Improv. – Montrose, CO
- **Montrose Dermatology** – Office Remodel – Montrose, CO
- **Tom James** – Industrial Steel Building – Montrose, CO
- **Allec Residence** – New Construction – Montrose, CO
- **Mad Dog Ranch** – New Construction – Crawford, CO
- **CCF** – New Construction – Canon AFB, NM
- **Repair Bldg 602** – Warehouse Remodel – Marshall IS, Kwajalein
- **MEHF** – Medical Space Remodel – Marshall IS, Kwajalein



Resume for
KUBOSKE CONSTRUCTION, LLC

Dustin Yehling, Superintendent

Dustin's history in construction started with working in the field and eventually working his way through the ranks in to owning his own residential construction company. Currently Dustin is a project manager for Kuboske Construction. Dustin brings years of high end custom residential building to the Kuboske team. His proven track record of creating and implementing an organized and efficient jobsite enables him to complete high quality projects both on time and within budget.

CURRENT AND PAST PROJECTS OF DUSTIN'S PERSONAL EXPERIENCE

- **DBBC Properties** – New Commercial Constr. & Site Development – Olathe, CO
- **Golds Gym** – Commercial Remodel – Montrose, CO
- **Conrad Residence** – New Construction – Montrose, CO
- **Rudd Residence** – New Construction – Montrose, CO
- **Taylor Hall Renovation** – Remodel – Gunnison, CO
- **Montrose Church of Christ** – New Construction – Montrose, CO
- **Ridgway Library** – Remodel – Ridgway, CO
- **Pediatrics Association** – New Construction – Montrose, CO
- **Munro Deforest Art Glass** – New Construction – Ridgway, CO
- **Montrose High School Addition** – Remodel – Montrose, CO



Resume for
KUBOSKE CONSTRUCTION, LLC

Brandon Gray, Civil Foreman / Equipment Operator

Brandon Gray brings over 20 years of experience to Kuboske Construction ranging from Equipment Operator to Site Superintendent. Some of Brandon's strengths are his attention to detail, his quality productivity, his ability to work with clients/subcontractors/team members and his communication skills. Brandon has worked with every municipality including private party clients and local/federal governments. His knowledge base and experience cover a broad spectrum of work including, roadway, site development, water/sewer and electrical utilities, parking lots, stormwater and many other excavation disciplines. Owners, subcontractors and team members enjoy working with Brandon **as they know the job will get done right.**

CURRENT AND PAST PROJECTS OF BJ'S PERSONAL EXPERIENCE

- **DBBC Properties** – New Constr. & Site Development – Olathe, CO
- **Mad Dog Ranch** – New Construction – Crawford, CO
- **City of Montrose** – Sewer Line Projects – Montrose, CO
- **City of Montrose** - Waterline Projects – Montrose, CO
- **Allec Residence** – New Construction – Montrose, CO
- **Rocky Mountain Aggregate** – Numerous civil projects – Montrose, CO and surrounding areas





CAPABILITIES STATEMENT

COMPANY SUMMARY

Kuboske Construction has been a general contractor 17+ years. We are a woman owned small business in southwestern CO. Kuboske Company Inc, is driven by more than 100 years of accumulated construction and management experience. Our team is actively involved in the business development, procurement, project management and administration of the company. Kuboske Company Inc, takes pride in our ability to serve the owner with whatever construction need they are after. Our clients can always be assured that no matter the job, Kuboske will have the most experienced and qualified team to get the job done BEYOND EXPECTATION, ON TIME, and WITHIN BUDGET.

CORE COMPETENCIES

- Residential Construction
- Commercial Construction
- Heavy Civil Construction
- Multi-Home Construction
- Civil and Utility Construction
- Remodel / Renovation Contractor

PROJECT RESUME & CLIENTS

- Montrose Gold's Gym Renovation
- MCSD Bathroom Renovation
- Holiday Inn Express Renovation
- Thomas Rudd Addition / Remodel
- Peak's Resort and Spa
- RSC Equipment Rental Building
- Idarado Mining Company
- Mad Dog Ranch
- City of Montrose

KUBOSKE MISSION & OUR PEOPLE

To make sure our clients are happy with not only their project, but also the entire building process from start to finish. Our people are the key to our success. We focus on providing all the right training and equipment for our people to not only meet, but EXCEED all expectations.

DUNS # 11-736-9535

NAICS CODES

PRIMARY

236115 New Housing Construction
236116 New Multi-Family Housing
236118 Residential Remodel
236210 Industrial Bldg
236220 Commercial Bldg
237110 Water & Sewer Line
237130 Power & Comm Line
237210 Land Subdivision
237310 Hwy, Street, Bridge Constr.
237990 Other Heavy Civil
238130 Framing Contractor
238190 Other Foundation / Structure / Bldg Construction
238910 Site Prep Contractor

BONDING

\$1.5m per / \$3m Aggregate

OFFICE LOCATIONS

Montrose, Colorado

KEY PERSONNEL

Kelly Kuboske, Owner
BJ Kuboske, Owner

CONTACT INFORMATION

Kuboske Company Inc.
67242 Sunshine Rd.
Montrose, CO 81401

KCI Excavation

67242 Sunshine Rd.
Montrose, CO 81401

970-240-8012 office

www.kuboske.com
bj@kuboske.com



Mad Dog Ranch

Crawford, CO – Prime Contractor

Scope of Work: This project has been a very unique project for Kuboske Construction. Kuboske has been the Prime Contractor since renovation began 3+ years ago. General scope of work for this project has included all design and engineering for new structures, construction of multiple barns and buildings, remodel of multiple buildings, site civil development, all utilities, roadwork and custom designed waterpark. Kuboske has self-performed 75% of the work to date. Kuboske is fortunate to have a team of dedicated employees and subcontractors that have come together to work as a team to complete all work to date. While the project is unique in the fact that scopes of work are added routinely as other scopes are being finished. Scott Sanburg has been the on-site superintendent and has excelled at coordinating and scheduling all aspects of this on-going project

Original Contract: \$1,500,000.00

Final Amount: \$ 3,000,000.00 +

Completion Date: TBD

Duration of Project: TBD





DBBC Properties

Olathe, CO – Prime Contractor

Scope of Work: This project includes site development for multiple greenhouse structures as well as multiple red iron steel buildings and all structural concrete along with concrete flatwork. Kuboske is self-performing all civil and utility work on site and to the site. After site development Kuboske is erecting both the steel buildings and permanent greenhouses. Kuboske worked with multiple subcontractors including Electrical, Plumbing and HVAC. All subcontractors are local to the area. The project civil superintendent for this project was Brandon Gray. Brandon has played a critical role in the site development with decision making and quality control. This project once started and after working with Kuboske DBBC has chosen to add multiple change orders for additional scopes of work.

Original Contract: \$112,124.80

Final Amount: \$ 250,000 +

Completion Date: TBD

Duration of Project: TBD – Est at 3 months





City of Montrose – Cerise Park

Montrose, CO – Prime Contractor

Scope of Work: This project included revamping Cerise Park in Montrose CO. All work was self-performed in house. Work consisted of all new fencing, concrete sidewalk and pads, slope stabilization, boulder retaining wall and misc. landscaping. All work was performed during normal 'park activities'.

Original Contract: \$38,000.00

Final Amount: \$40,000.00

Completion Date: March 2019

Duration of Project: 1 month



PROJECT APPROACH

Ridgway Athletic Park Pavilion

This project, like most site construction projects will hold its own challenges. The scope of work for this project is to develop the site at the Ridgway Athletic Park by constructing a large usable outdoor area that includes outdoor seating, concessions and storage area. Kuboske intends on assigning a specific team to this project. This team will be comprised of project management, site superintendent, equipment operators, carpenters and subcontractors. Kuboske has great relationships with surrounding subcontractors and plans on utilizing only subcontractors that we have a great history with and know will provide a quality lasting product. We are providing a schedule with this approach document to further illustrate our plans for completing the job.

SUBMITTALS

The key to kicking this project off on the right foot will be the communication between the architect, the Town of Ridgway and Kuboske. For this project it will be important for the design/owner team to review material submittals as the Glulam and T&G materials are long lead items. A successful submittal process will ensure a great and timely start to the entire project.

Daily Reports

Kuboske's on-site super intendent will keep Daily records of the days' activities. This log will include all information such as work completed, daily photos, on-site personnel, important conversations, inspections and decisions that were made and any other pertinent information from the day. The information in these reports is very valuable for all parties though-out construction.



SCHEDULING *Kuboske's initial approach*

As soon as awarded Kuboske would like to start with the pre-construction and submittal process immediately. As soon as permits are issued Kuboske would like to mobilize to site. By mobilizing as quickly as possible Kuboske hopes to complete the project ahead of the projected completion date giving the community of Ridgway the opportunity to use the new Pavilion in the fall.



April: Pre-Construction, Submittals, Mobilization, Procurement, Site Layout

May: Excavation, Underground Utilities, Rough-Ins

June: Concrete, Framing, Backfill

July: Irrigation, Framing, Trusses, Columns, Beams, T&G

August: Landscaping, Rough-Ins, Insulation, Drywall, Finishes

September: Finishes, Plumbing/Electrical Trims, Countertops, Closeout

We have included an initial construction schedule for your review. Although this is Kuboske's initial timeline we are open to working with the Town of Ridgway on any ideas and value engineering.

SUBCONTRACTOR TEAM

For this project Kuboske has four key subcontractors. Kuboske has an excellent past working relationship with all subs and are confident in their abilities to provide the client with the utmost quality.

1. AVILA CONCRETE
2. PRECISION PLUMBING
3. CAM ELECTRIC
4. RAINMAKER



Precision Plumbing
and Heating, LLC



Since we have worked with all of the proposed subcontractors on previous projects we are familiar with how to successfully work as a team. Not only does each subcontractor hold an impressive resume, they also hold **safety and quality** to the highest standards.

VALUE ENGINEERING

Kuboske understands the importance of this project for the community and also the fact that we need work with the Town of Ridgway to help value engineer any and all options. Kuboske has listed below several ideas of value engineering. We will also work with the Town of Ridgway with any ideas they present.

- Hauling Material off-site to a Town of Ridgway destination as opposed to an aggregate supply yard
- Sod Cutting and reuse as opposed to haul off
- Further materials value engineering can be discussed during submittal process



STAFFING

Jimmy Bradburn would be the proposed Project Manager for this project. Jimmy's experience in the commercial construction industry shows in his ability to communicate and work through problems. He has extensive his in working with local, state and federal governments. He understands the process from the field to the office and his communication through-out the construction process will ensure a successful project completion.

Kuboske's on-site superintendent would be Dustin Yehling. Dustin has been in the construction industry for since high school. He has completed many residential and commercial projects in the past. He will use his exceptional organization skills bring this project together.

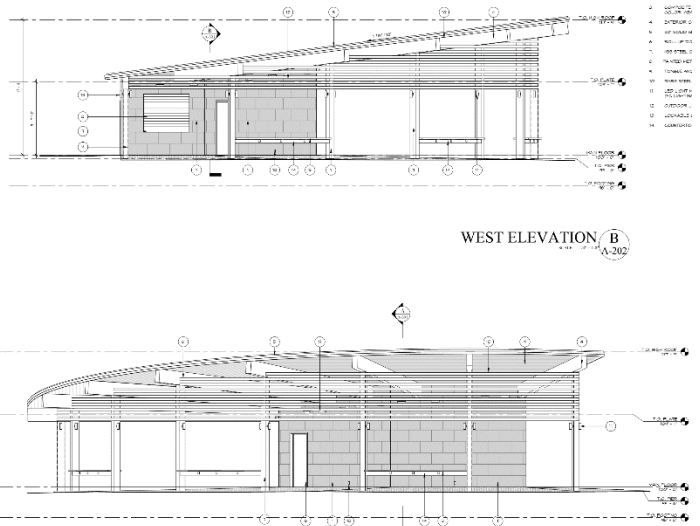
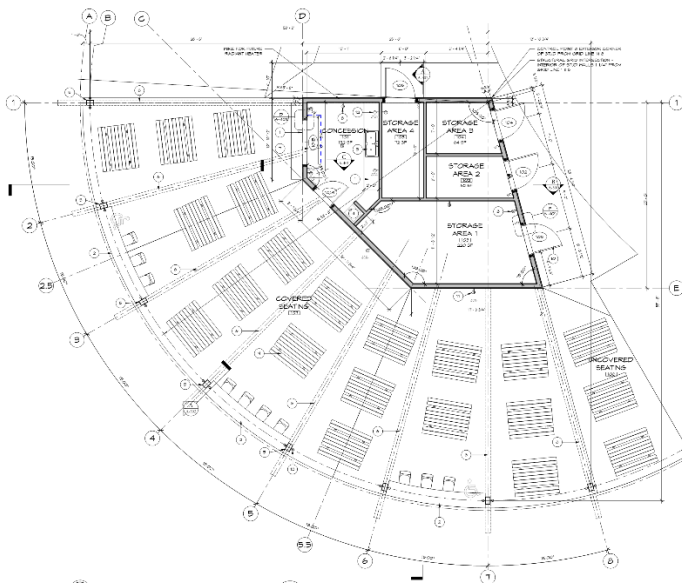
Kuboske plans on assigning 2-4 carpenters and equipment operators to this project. By keeping these items 'in house' we are able to control our schedule and overall path of this project. Not only will our team have a combined 100+ years of construction experience but we have also been together with Kuboske for years.

SAFETY

Safety is of utmost importance to Kuboske. Kuboske will work tirelessly throughout the project to ensure a safe workplace. This will range from Personal Protective Equipment to security fencing. During the construction phase Safety Audits will take place ensuring a safe workplace. Kuboske implements project specific site safety plans for all projects.

CLOSING

Although this project contains different challenges, we are confident that our team at Kuboske and the team of the Town of Ridgway will be the perfect fit to watch this project come together as a team. Between our two teams the Ridgway Athletic Park Pavilion *WILL* be '*Gateway*' to Ridgway's Athletic Park.



PROJECT SCOPE OF WORK

Ridgway Athletic Park Pavilion

For this project, Kuboske has accounted for the following activities in the Base Bid Construction Total. Outlined below are the activities/tasks for the scope of work for the Town of Ridgway Athletic Park Pavilion.

- Excavation
 - Excavate for new Pavilion
 - Haul Off excavated materials
 - Trench for new utilities and existing utility tie-ins
 - Place new sub base for concrete
 - Prep for all concrete work
 - Backfill after concrete
 - Final Grade for site and Landscaping
- Concrete Foundation and Flatwork
 - Footers
 - Pier Columns
 - Stemwalls
 - Slab on Grade
 - New Sidewalks
- Irrigation and Landscaping
 - Tie in to existing system
 - Run new irrigation lines
 - New landscaping per plans
- Pavilion Framing
 - Rough Framing of structure
 - Structural steel
 - Exterior rated glulam for covered seating area
 - 4x6 T&G over covered seating area
 - Structure Truss system
 - Rusted Corrugated Metal Roof or Weathered Copper Standing Seam
 - Roof Flashings
 - Set Hollow metal doors and coil up door



- Finishes
 - o Exterior Metal Shingle Siding
 - o Interior Trim, FRP and Drywall
 - o Paint Interior, Exterior siding and existing bathroom doors
- Plumbing
 - o Tie in to existing water and sewer lines
 - o Rough In plumbing per plan
 - o Finish Trim Fixtures
- Electrical
 - o Rough In per plan
 - o Electrical Finish Trim per plan
 - o If ALT are accepted
 - 3 new LED sconces at existing bathroom
 - Install owner furnished light bollards
- Site Furnishings
 - o Install owner supplied furnishings

The work listed above is a summary of the base bid scope of work as well as a summary of the alternates. Kuboske will work with the Town of Ridgway on a detailed plan and specific materials lists.





DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
01 00 00 - GENERAL REQUIREMENTS				
Permits	1	EA	\$ -	BY OWNER
Bonding	1	EA	\$ 18,200.00	\$ 18,200.00
Submittals & Procurement	100	HR	\$ 39.20	\$ 3,920.00
Superintendent	5	MN	\$ 8,709.12	\$ 43,545.60
Erosion Control	1	EA	\$ 1,680.00	\$ 1,680.00
Security Fencing	1000	LF	\$ 1.12	\$ 1,120.00
Survey	1	EA	\$ 1,680.00	\$ 1,680.00
Mobilization	1	EA	\$ 5,600.00	\$ 5,600.00
Dumpster	5	MO	\$ 336.00	\$ 1,680.00
Porta Potty	5	MO	\$ -	INCLUDED
SUBTOTAL				\$ 77,425.60

03 00 00 - CONCRETE				
4" SOG	38	CY	\$ 448.00	\$ 17,024.00
6" Sidewalks	14	CY	\$ 448.00	\$ 6,272.00
Footer	8	CY	\$ 448.00	\$ 3,584.00
Stemwall	10	CY	\$ 448.00	\$ 4,480.00
Turn Down Curb	10	CY	\$ 448.00	\$ 4,480.00
Pier Footing	16	CY	\$ 448.00	\$ 7,168.00
Monument Sign Foundation	3	CY	\$ 448.00	\$ 1,344.00
Dampproofing	1	LS	\$ 560.00	\$ 560.00
SUBTOTAL				\$ 44,912.00

05 00 00 - METALS				
Structural Steel	1	LS	\$ 14,000.00	\$ 14,000.00
Steel Shade Structure	1	LS	\$ 8,738.24	\$ 8,738.24
SUBTOTAL				\$ 22,738.24

06 00 00 - WOOD AND PLASTIC				
Framing Materials	650	SF	\$ 35.32	\$ 22,960.00
Framing Labor	700	HR	\$ 39.20	\$ 27,440.00
4x6 T&G Decking	1	EA	\$ 20,944.00	\$ 20,944.00
Alaskan Glulam Beams	1	EA	\$ 31,920.00	\$ 31,920.00
SUBTOTAL				\$ 103,264.00

07 00 00 - THERMAL AND MOISTURE PROTECTION				
Building Insulation	1	EA	\$ 3,035.20	\$ 3,035.20
Roofing	37	SQ	\$ 504.00	\$ 18,648.00
SUBTOTAL				\$ 21,683.20

08 00 00 - DOORS AND WINDOWS				
Hollow Metal Doors	5	EA	\$ 1,120.00	\$ 5,600.00
Overhead Coiling Door	1	EA	\$ 3,360.00	\$ 3,360.00
SUBTOTAL				\$ 8,960.00

09 00 00 - FINISHES				
Exterior Siding	1200	SF	\$ 6.07	\$ 7,280.00
Exterior Siding Labor	100	HR	\$ 78.40	\$ 7,840.00
Drywall Lid	650	SF	\$ 2.80	\$ 1,820.00
Interior Trim	650	SF	\$ 6.63	\$ 4,312.00
Interior Trim Labor	200	HR	\$ 39.20	\$ 7,840.00
Int SS Counteropr	60	SF	\$ 56.00	\$ 3,360.00
Ext Countertop Allowance	1	EA	\$ 8,400.00	\$ 8,400.00
Int/Ext Paint/Stain	1	EA	\$ 10,080.00	\$ 10,080.00
Existing Bathroom Reside	1000	SF	\$ 8.12	\$ 8,120.00
Existing Bathroom Mirror	1	EA	\$ 280.00	\$ 280.00
SUBTOTAL				\$ 59,332.00

22 00 00 - PLUMBING				
Precision Plumbing Subcontractor	1	LS	\$ 19,936.00	\$ 19,936.00
SUBTOTAL				\$ 19,936.00

26 00 00 - ELECTRICAL				
CAM Electric - Subcontract	1	LS	\$ 43,680.00	\$ 43,680.00
SUBTOTAL				\$ 43,680.00

31 00 00 - EARTHWORK				
Import - Aggregates	620	TN	\$ 15.05	\$ 9,329.60
Sitework - Excavation, Backfill, Final Grade	7800	SF	\$ 6.52	\$ 50,848.00
SUBTOTAL				\$ 60,177.60

32 00 00 - EXTERIOR IMPROVEMENTS				
Landscaping and Irrigation	1	EA	\$ 46,480.00	\$ 46,480.00
SUBTOTAL				\$ 46,480.00

CONSTRUCTION TOTAL	\$ 508,588.64
Contingency 5%	\$ 25,429.43
BASE BID CONSTRUCTION TOTAL	\$ 534,018.07

CONSTRUCTION ALTERNATES				
Replace Existing Restroom Wall Sconces	1	LS	\$ 1,008.00	\$ 1,008.00
Install Owner Furnished Bollards	1	LS	\$ 2,800.00	\$ 2,800.00
ReRoof Existing Bathroom w/ Standing Seam	6	SQ	\$ 616.00	\$ 3,696.00
Standing Seam on Pavilion	37	SQ	\$ 100.00	\$ 3,700.00
Monument Sign	1	EA	\$ 8,400.00	\$ 8,400.00
SUBTOTAL				\$ 19,604.00

BID SUMMARY SCHEDULE

Ridgway Athletic Park Pavilion

The following is the breakdown of the Base Bid and the alternates.

Base Bid Construction: \$508,588.64

Alternates:

Replace Existing Wall Sconces: \$1,008.00

Install owner supplied Bollards: \$2,800.00

Reroof Existing Bathroom w/ Standing Seam: \$3,696.00

Upgrade Pavilion roof to Standing Seam: *Additional* \$3,700.00

Monument Sign: \$7,500.00

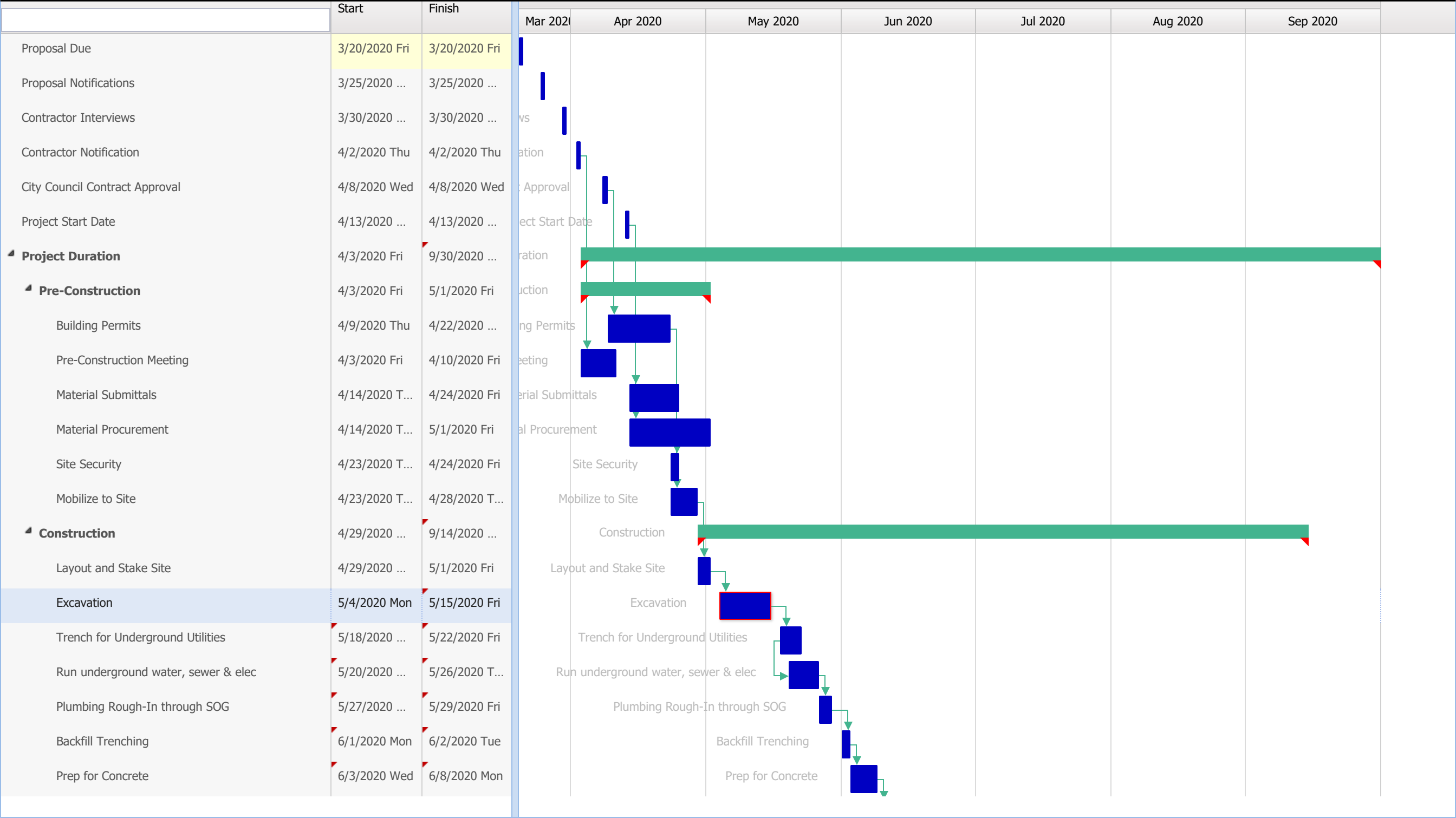
Kuboske is excited and looking forward to this project. As this project is being funded by donations Kuboske is excited to propose the following Donations if awarded:

- \$5,000.00 Donation of work by CAM Electric
- Upgraded Building insulation to Closed Cell Spray Foam
- Kuboske Construction would like to Donate 2% off Construction Costs

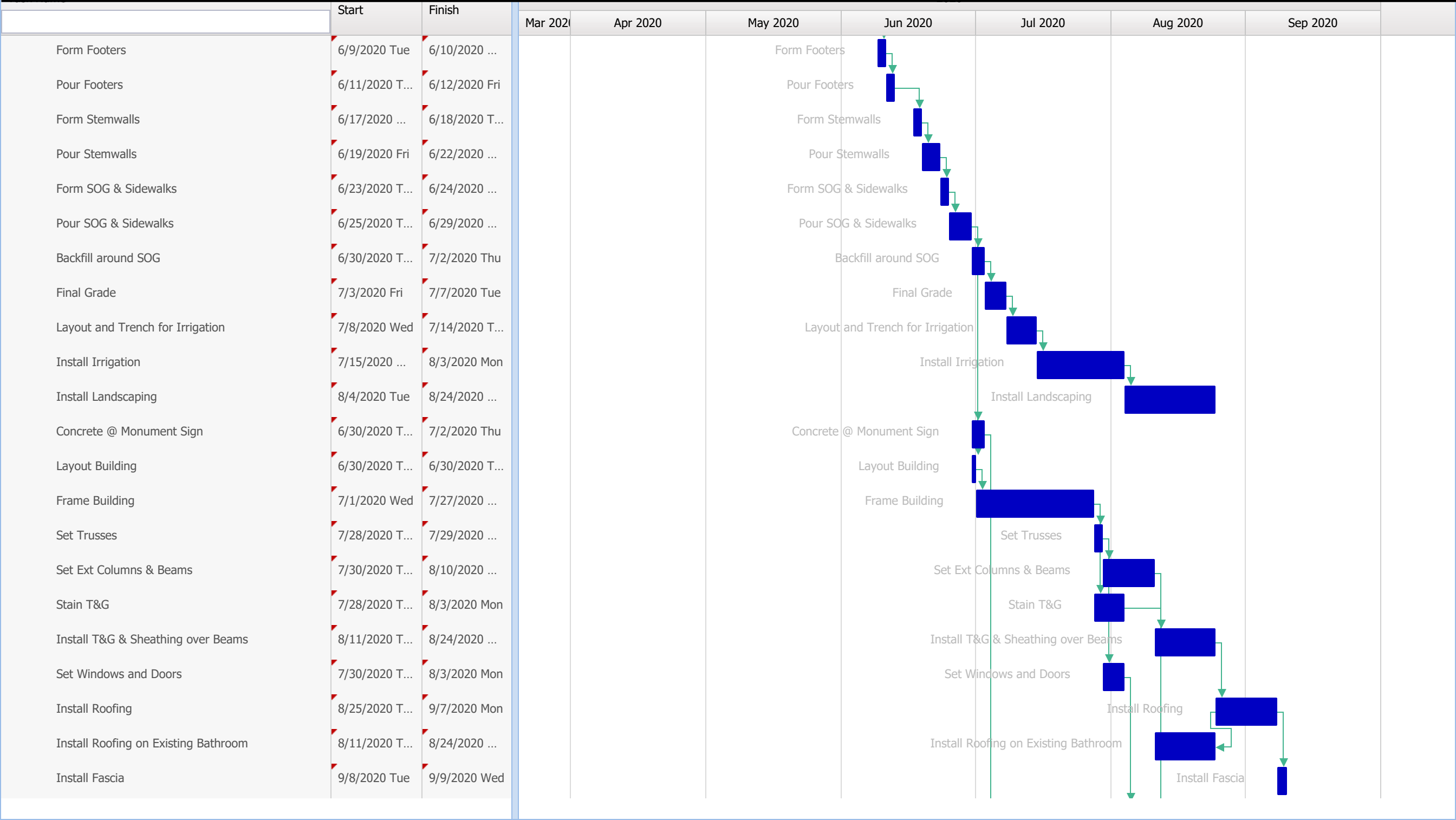
Total Base Bid with Donations: \$494,006.70



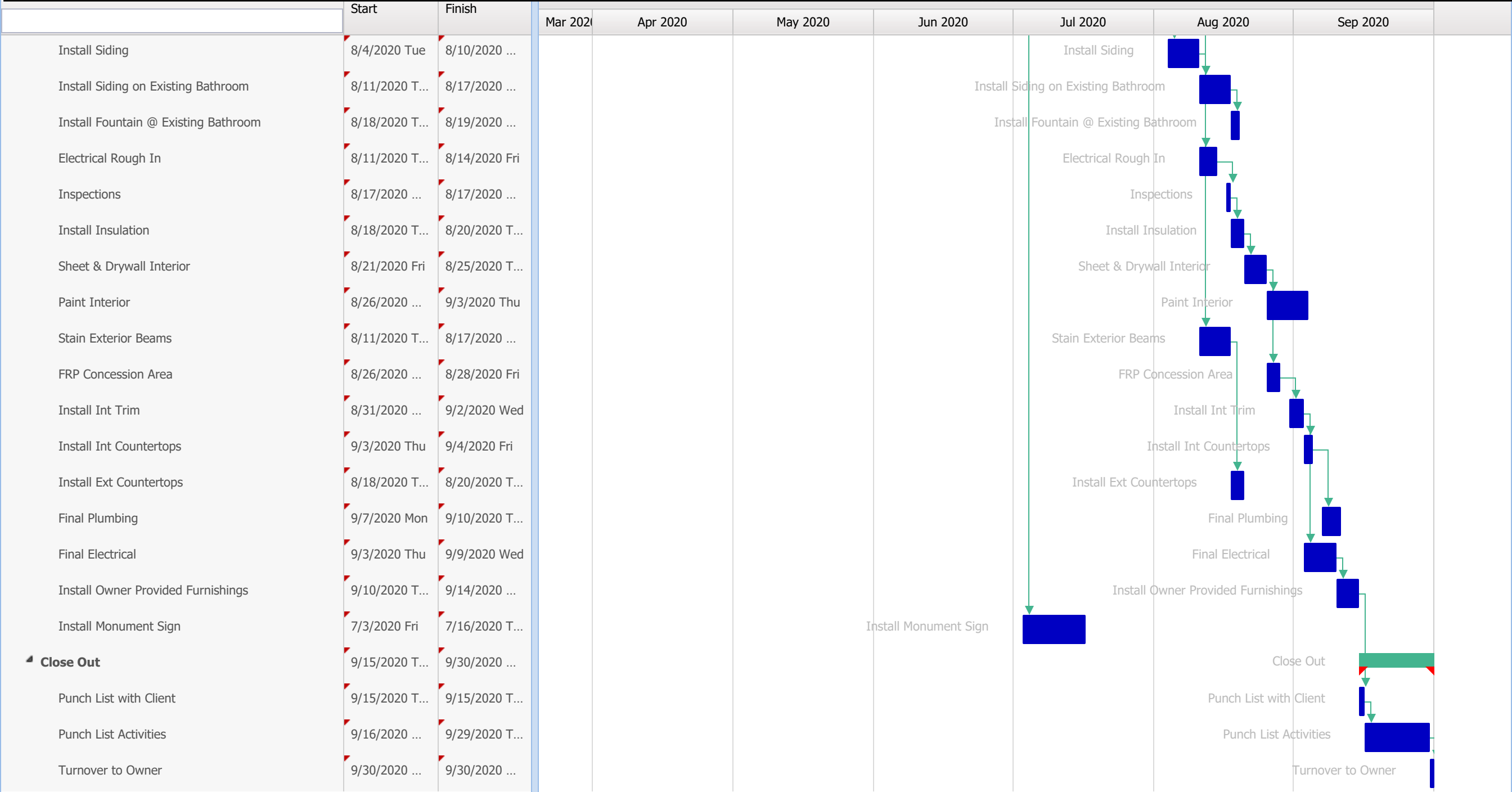
Ridgway Athletic Park Pavilion Summary Schedule



Ridgway Athletic Park Pavilion Summary Schedule



Ridgway Athletic Park Pavilion Summary Schedule



AGENDA ITEM #12



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

To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 8, 2020
Agenda Topic: Award of bid for the Lena Street Utility Replacement Project

The materials for this item are still in the process of being prepared. Once finalized, they will be uploaded to Dropbox for Council review and they will be uploaded to the Town website for public viewing.

AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 1, 2020
Agenda Topic: Resolution No. 2020-03 Amending the Police Procedures Manual to add Section 26: Officer Involved Shooting Policy

ACTION BEFORE COUNCIL:

Council is asked to consider adopting Resolution No. 2020-03, which would amend the Police Procedures Manual to add Section 26: Officer Involved Shooting Policy.

PROPOSED MOTION:

"I move to approve Resolution No. 2020-03, A Resolution of the Town Council of the Town of Ridgway, Colorado, Amending the Police Procedures Manual to Add Section 26: Officer Involved Shooting Policy."

SUMMARY:

On April 23, 2019, the Governor signed into law Senate Bill 19-091. The Bill requires law enforcement agencies throughout the state of Colorado to develop policies to support officers involved in a shooting or fatal use of force. The policies must address pre-incident training and preparation, support for the officer at the scene of the incident, post-incident support and services, guidelines for temporary leave or duty reassignment, and guidelines for return to duty. The Bill also requires law enforcement agencies to complete and enact their policies by January 1, 2020 and to review their policies on a biennial basis.

ATTACHMENT:

Resolution No. 2020-03

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
RIDGWAY, COLORADO, AMENDING THE POLICE
PROCEDURES MANUAL TO ADD SECTION 26: OFFICER
INVOLVED SHOOTING POLICY**

WHEREAS, the Town Council implemented the Police Procedures Manual through the adoption of Resolution 99-04 on April 14, 1999; and

WHEREAS, the Town Council has subsequently amended the Police Procedures Manual through Resolutions 11-08, 18-02, 19-13 and 19-18; and

WHEREAS, Colorado Senate Bill 19-091 was signed into law on April 23, 2019 and requires law enforcement agencies to develop policies to support officers involved in a shooting or fatal use of force; and

WHEREAS, the Police Procedures Manual does not include an Officer Involved Shooting Policy and the Town Council finds this policy necessary to preserve the health, safety and welfare of the community.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Ridgway, the Officer Involved Shooting Policy as set forth in **Exhibit A: Officer Involved Shooting Policy** is now adopted:

ADOPTED AND APPROVED this _____ day of May, 2020.

ATTEST:

Pam Kraft, Town Clerk

John Clark, Mayor



Exhibit A

Chapter 26: Officer Involved Shooting Policy

PURPOSE AND SCOPE

The purpose of this policy is to establish policy and procedures for the investigation of an incident in which a person is injured or dies as the result of an officer-involved shooting or dies as a result of other action of a deputy. In other incidents not covered by this policy, the Marshal may elect to follow the process provided in this policy.

POLICY

Officer-involved shootings and deaths are investigated in a thorough, fair and impartial manner.

TYPES OF INVESTIGATIONS

Officer-involved shootings and deaths involve several separate investigations. The investigations may include, but are not limited to:

- A criminal investigation of the suspect's actions.
- A criminal investigation of the involved officer's actions.
- An administrative investigation as to policy compliance by involved deputies.
- A civil investigation to determine potential liability.

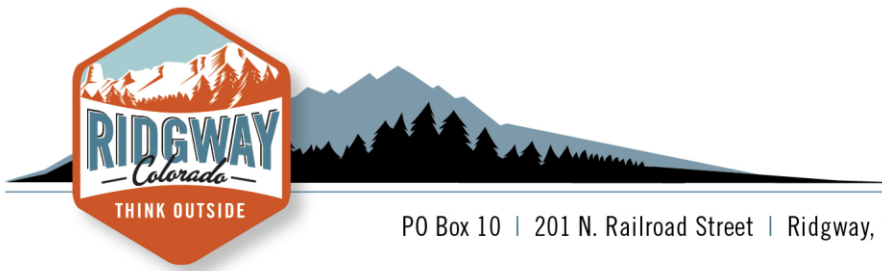
CONTROL OF INVESTIGATIONS

Investigators from surrounding agencies, including the 7th Judicial District Law Enforcement Critical Incident Investigation Team, may be assigned to work on the criminal investigation of officer-involved shootings and deaths. This may include at least one investigator from the agency that employs the involved officer. Jurisdiction is determined by the location of the shooting or death and the agency employing the involved officer. The following scenarios outline the jurisdictional responsibilities for investigating officer-involved shootings and deaths.

CRIMINAL INVESTIGATION OF SUSPECT ACTIONS

The investigation of any possible criminal conduct by the suspect is controlled by the agency in whose jurisdiction the suspect's crime occurred. For example, the Ridgway Marshal's Office would control the investigation if the suspect's crime occurred in Ridgway. If multiple crimes have been committed in multiple jurisdictions, identification of the agency that will control the investigation may be reached in the same way as with any other crime. The investigation may be conducted by the agency in control of the criminal investigation of the involved officer, at the discretion of the Marshal and with concurrence from the other agency.

CRIMINAL INVESTIGATION OF OFFICER ACTIONS



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The control of the criminal investigation into the involved officer's conduct during the incident will be determined by the employing agency's protocol. When an officer from the Ridgway Marshal's Office is involved, the criminal investigation will be handled according to the Criminal Investigation section of this policy. Requests made of this office to investigate a shooting or death involving an outside agency's officer shall be referred to the Marshal or the authorized designee for approval.

ADMINISTRATIVE AND CIVIL INVESTIGATION

Regardless of where the incident occurs, the administrative and civil investigation of each involved officer is controlled by the respective employing agency.

INVESTIGATION PROCESS

The following procedures are guidelines used in the investigation of an officer-involved shooting or death.

UNINVOLVED OFFICER RESPONSIBILITIES

Upon arrival at the scene of an officer-involved shooting or death, the first uninvolved Ridgway Marshal's Office deputy will be the officer in charge and will assume the responsibilities of a supervisor until properly relieved. This officer should, as appropriate:

- (a) If not already notified, while in route, or, if time allows otherwise, upon arrival, the responding officer should notify the Marshal, via Dispatch, or, if time allows via cell phone. If and when officers use a radio to communicate, any personal information about those involved in the incident shall not be revealed.
- (b) Secure the scene and identify and eliminate hazards for all those involved.
- (c) Take all reasonable steps to obtain emergency medical attention for injured individuals.
- (d) Coordinate a perimeter or pursuit of suspects as appropriate.
- (e) Request additional resources, units or agencies as appropriate.
- (f) Assign an officer, if available, otherwise other EMS personnel to write down the name of every person at the scene, including when the responding units arrive and when someone leaves the scene.
- (g) Brief the supervisor upon arrival.

SUPERVISOR RESPONSIBILITIES

Upon arrival at the scene, the first uninvolved Ridgway Marshal's Office supervisor should ensure completion of the duties as outlined above, plus:

- (a) Attempt to obtain a brief overview of the situation from any uninvolved officers.
 1. In the event that there are no uninvolved officers who can supply adequate overview, the supervisor should attempt to obtain a brief voluntary overview from one involved officer.



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- (b) If necessary, the supervisor may administratively order any Ridgway Marshal's Office deputy to immediately provide public safety information necessary to secure the scene, identify injured parties and pursue suspects.
 - 1. Public safety information shall be limited to such things as outstanding suspect information, number and direction of any shots fired, perimeter of the incident scene, identity of known or potential witnesses and any other pertinent information.
 - 2. The initial on-scene supervisor should not attempt to order any involved officer to provide any information other than public safety information.
- (c) Provide all available information to the Duty Officer and Montrose Regional Dispatch Center. If feasible, sensitive information should be communicated over secure networks.
- (d) Take command of and secure the incident scene with additional Ridgway Marshal's Office members until properly relieved by another supervisor or other assigned personnel or investigator.
- (e) As soon as practicable, ensure that involved officers are transported (separately, if feasible) to a suitable location for further direction.
 - 1. Each involved Ridgway Marshal's Office deputy should be given an administrative order not to discuss the incident with other involved officers or Ridgway Marshal's Office members pending further direction from a supervisor.
 - 2. When an involved officer's weapon is taken or left at the scene for other than officer- safety reasons (e.g., evidence), ensure that he/she is provided with a comparable replacement weapon or transported by other deputies.

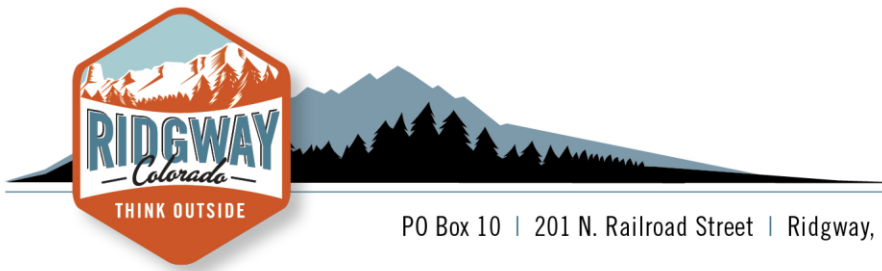
DUTY OFFICER RESPONSIBILITIES

Upon learning of an officer-involved shooting or death, the Duty Officer shall be responsible for coordinating all aspects of the incident until relieved by the Marshal. While in route, the first responding deputy shall notify the Marshal through Dispatch or if time allows by cell phone. All outside inquiries about the incident shall be directed to the Marshal.

NOTIFICATIONS

The following persons shall be notified as soon as practicable:

- Marshal, who will notify as necessary:
 - Colorado Bureau of Investigation
 - Coroner
 - Town Manager
 - Critical Incident Investigation Team
 - 7th Judicial District Attorney's Office
 - Involved Officer's Agency



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- Public Information Officer
- Outside Agency for Assistance

All outside inquiries about the incident shall be directed to the Marshal or Town Manager if no Public Information Officer is available.

INVOLVED OFFICERS

The following shall be considered for the involved officer:

- (a) Any request for legal or union representation will be accommodated.
 - 1. Involved Ridgway Marshal's Office deputies shall not be permitted to meet collectively or in a group with an attorney or any representative prior to providing a formal interview or report.
 - 2. Requests from involved non-Ridgway Marshal's Office deputies should be referred to their employing agency.
- (b) Discussions with licensed attorneys will be considered privileged as attorney-client communications.
- (c) Discussions with agency representatives/employee groups will be privileged only as to the discussion of non-criminal information.
- (d) A licensed psychotherapist shall be provided by the Office to each involved Ridgway Marshal's Office deputy. A licensed psychotherapist may also be provided to any other affected Ridgway Marshal's Office members, upon request.
 - 1. Interviews with a licensed psychotherapist will be considered privileged.
 - 2. An interview or session with a licensed psychotherapist may take place prior to the member providing a formal interview or report. However, involved members shall not be permitted to consult or meet collectively or in a group with a licensed psychotherapist prior to providing a formal interview or report.
 - 3. A separate fitness-for-duty exam may also be required (see the Fitness for Duty Policy).
 - 4. Peer counseling can be provided at the request of the involved officer and will be provided through the Montrose Police Department Peer Counseling Team.
- (e) Although the Ridgway Marshal's Office will honor the sensitivity of communications with peer counselors, there is no legal privilege to such communications. Peer counselors are cautioned against discussing the facts of any incident with an involved or witness officer.

Care should be taken to preserve the integrity of any physical evidence present on the involved officer's equipment or clothing, such as blood or fingerprints, until investigators or lab personnel can properly retrieve it.

Each involved Ridgway Marshal's Office deputy shall be given reasonable paid administrative



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leave following an officer-involved shooting or death. It shall be the responsibility of the Duty Officer to make schedule adjustments to accommodate such leave.

CRIMINAL INVESTIGATION

The District Attorney's Office is responsible for the criminal investigation into the circumstances of any officer-involved shooting or death. The 7th Judicial District Law Enforcement Critical Incident Investigation Team will be in charge of the investigation if requested by the Marshal or his designee, provided the incident meets their guidelines. They will work with District Attorney's Office to avoid duplicating efforts in related criminal investigations.

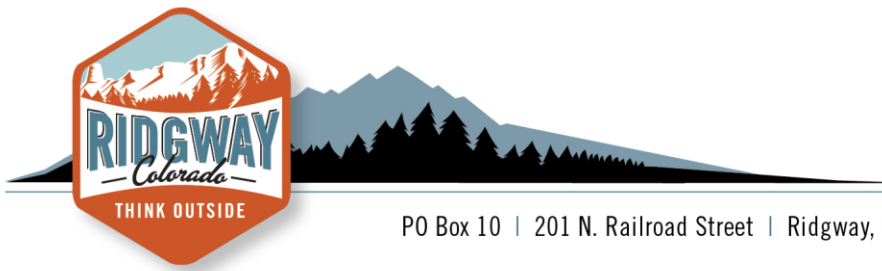
Once public safety issues have been addressed, criminal investigators should be given the opportunity to obtain a voluntary statement from involved officers and to complete their interviews. The following shall be considered for the involved officer:

- (a) Ridgway Marshal's Office supervisors and other personnel should not participate directly in any voluntary interview of Ridgway Marshal's Office deputies. This will not prohibit such personnel from monitoring interviews or providing the criminal investigators with topics for inquiry.
- (b) If requested, any involved officer will be afforded the opportunity to consult individually with a representative of his/her choosing or an attorney prior to speaking with criminal investigators. However, to maintain the integrity of each involved officer's statement, involved deputies shall not consult or meet with a representative or an attorney collectively or in groups prior to being interviewed.
- (c) If any involved officer is physically, emotionally or otherwise not in a position to provide a voluntary statement when interviewed by criminal investigators, consideration should be given to allowing a reasonable period for the officer to schedule an alternate time for the interview.
- (d) Any voluntary statement provided by an involved officer will be made available for inclusion in any related investigation, including administrative investigations. However, no administratively coerced statement will be provided to any criminal investigators unless the officer consents.

REPORTS BY INVOLVED RIDGWAY MARSHAL'S OFFICE DEPUTIES

In the event that suspects remain outstanding or subject to prosecution for related offenses, this office shall retain the authority to require involved Ridgway Marshal's Office deputies to provide sufficient information for related criminal reports to facilitate the apprehension and prosecution of those individuals.

While the involved Ridgway Marshal's Office deputy may write the report, it is generally recommended that such reports be completed by assigned investigators, who should



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interview all involved officers as victims/ witnesses. Since the purpose of these reports will be to facilitate criminal prosecution, statements of involved officers should focus on evidence to establish the elements of criminal activities by suspects. Care should be taken not to duplicate information provided by involved officers in other reports.

Nothing in this section shall be construed to deprive an involved Ridgway Marshal's Office deputy of the right to consult with legal counsel prior to completing any such criminal report. Reports related to the prosecution of criminal suspects will be processed according to normal procedures but should also be included for reference in the investigation of the officer-involved shooting or death.

WITNESS IDENTIFICATION AND INTERVIEWS

Because potential witnesses to an officer-involved shooting or death may become unavailable or the integrity of their statements compromised with the passage of time, a supervisor should take reasonable steps to promptly coordinate with criminal investigators to utilize available law enforcement personnel for the following:

- (a) Identification of all persons present at the scene and in the immediate area.
 1. When feasible, a recorded statement should be obtained from those persons who claim not to have witnessed the incident but who were present at the time it occurred.
 2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, attempts to identify the witness prior to his/her departure should be made whenever feasible.
- (b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement. Such witnesses, if willing, may be transported by a member of the Office.
 1. A written, verbal or recorded statement of consent should be obtained prior to transporting a witness. When the witness is a minor, consent should be obtained from the parent or guardian, if available, prior to transportation.
 2. Promptly contacting the suspect's known family and associates to obtain any available and untainted background information about the suspect's activities and state of mind prior to the incident.

INVESTIGATIVE PERSONNEL

Once notified of an officer-involved shooting or death, it shall be the responsibility of the designated Patrol supervisor to assign appropriate investigative personnel to handle the investigation of related crimes. Office investigators will be assigned to work with investigators from the District Attorney's Office and may be assigned to separately handle the investigation



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of any related crimes not being investigated by the District Attorney's Office.

All related office reports, except administrative and/or privileged reports, will be forwarded to the designated Patrol supervisor for approval. Privileged reports shall be maintained exclusively by members who are authorized such access. Administrative reports will be forwarded to the Marshal.

MULTI-AGENCY INVESTIGATION

Officer-involved shootings that result in injury or death shall be investigated by a multi-agency team. The multi-agency team shall include at least one other police or sheriff's agency or the Colorado Bureau of Investigation. The Marshal or the authorized designee shall ensure this protocol is posted on the Town of Ridgway website and is available to the public upon request (CRS §16-2.5-301).

ADMINISTRATIVE INVESTIGATION

In addition to all other investigations associated with an officer-involved shooting or death, this office will conduct an internal administrative investigation of involved Ridgway Marshal's Office deputies to determine conformance with office policy. This investigation will be conducted under the supervision of the Marshal and will be considered a confidential deputy personnel file.

Interviews of members shall be subject to office policies (see the Personnel Complaints Policy) and applicable laws.

- (a) Any deputy involved in a shooting or death may be requested or administratively compelled to provide a blood sample for alcohol/drug screening. Absent consent from the deputy, such compelled samples, and the results of any such testing shall not be disclosed to any criminal investigative agency.
- (b) If any deputy has voluntarily elected to provide a statement to criminal investigators, the assigned administrative investigator should review that statement before proceeding with any further interview of that involved deputy.
 1. If a further interview of the deputy is deemed necessary to determine policy compliance, care should be taken to limit the inquiry to new areas with minimal, if any, duplication of questions addressed in the voluntary statement. The involved deputy shall be provided with a copy of his/her prior statement before proceeding with any subsequent interviews.
- (c) In the event that an involved deputy has elected not to provide criminal investigators with a voluntary statement, the assigned administrative investigator shall conduct an administrative interview to determine all relevant information.
 1. Although this interview should not be unreasonably delayed, care should be taken to ensure that the deputy's physical and psychological needs have been



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- addressed before commencing the interview.
2. If requested, the deputy shall have the opportunity to select an uninvolved representative to be present during the interview. However, in order to maintain the integrity of each individual deputy's statement, involved deputies shall not consult or meet with a representative collectively or in groups prior to being interviewed.
 3. Administrative interviews should be recorded by the investigator. The deputy may also record the interview.
 4. The deputy shall be informed of the nature of the investigation. If a deputy refuses to answer questions, he/she should be given his/her Garrity rights and ordered to provide full and truthful answers to all questions. The deputy shall be informed that the interview will be for administrative purposes only and that the statement cannot be used criminally.
 5. The Marshal shall compile all relevant information and reports necessary for the Office to determine compliance with applicable policies.
 6. Regardless of whether the use of force is an issue in the case, the completed administrative investigation shall be submitted to the Use of Force Review Board, which will restrict its findings as to whether there was compliance with the Use of Force Policy.
 7. Any other indications of potential policy violations shall be determined in accordance with standard disciplinary procedures.

AUDIO AND VIDEO RECORDINGS

Any officer involved in a shooting or death may be permitted to review available Mobile Audio/Video (MAV), body-worn video, or other video or audio recordings prior to providing a recorded statement or completing reports.

Upon request, non-law enforcement witnesses who are able to verify their presence and their ability to contemporaneously perceive events at the scene of an incident may also be permitted to review available MAV, body-worn video, or other video or audio recordings with the approval of assigned investigators or a supervisor.

Any MAV, body-worn and other known video or audio recordings of an incident should not be publicly released during an ongoing investigation without consulting the Town Attorney, as appropriate.

DEBRIEFING

Following an officer-involved shooting or death, the Ridgway Marshal's Office should conduct both a critical incident/stress debriefing and a tactical debriefing.

CRITICAL INCIDENT/STRESS DEBRIEFING



MARSHAL'S OFFICE

A critical incident/stress debriefing should occur as soon as practicable. The Marshal is responsible for organizing the debriefing. Notes and recorded statements should not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a traumatic event.

The debriefing is not part of any investigative process. Care should be taken not to release or repeat any communication made during a debriefing unless otherwise authorized by policy, law or a valid court order.

Attendance at the debriefing shall only include those members of the Office directly involved in the incident, which can include support personnel (e.g., dispatchers, other non-sworn). Family or other support personnel may attend with the concurrence of those involved in the incident. The debriefing shall be closed to the public and should be closed to all other members of the Office, including supervisory and other Office personnel.

TACTICAL DEBRIEFING

A tactical debriefing should take place to identify any training or areas of policy that need improvement. The Marshal should identify the appropriate participants. This debriefing should not be conducted until all involved members have provided recorded or formal statements to criminal and/or administrative investigators.

MEDIA RELATIONS

Any media release shall be prepared with input and concurrence from the Marshal and the Town Manager along with the representative responsible for each phase of the investigation. Releases will be available to the press through the Town Manager in the event of inquiries.

No Ridgway Marshal's Office deputies shall make any comment to the media unless he/she is authorized by the Marshal.

Ridgway Marshal's Office members receiving inquiries regarding officer-involved shootings or deaths occurring in other jurisdictions shall refrain from public comment and will direct those inquiries to the agency having jurisdiction and primary responsibility for the investigation.

REPORTING

The Marshal shall report the data required by CRS § 24-33.5-517 regarding officer-involved shootings to the Colorado Department of Public Safety by September 1 each year.

AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 4, 2020
Agenda Topic: Review of measures concerning the deferral of collection of sales taxes

SUMMARY:

At the April 8, 2020 Regular Council meeting, Council discussed several measures intended to provide financial relief and reduced burden for residents and businesses in light of the COVID-19 pandemic. Ultimately, Council approved a motion to temporarily suspend water service shut offs, and waive penalty and interest for water, sewer and trash collection utility services until June 1, 2020. Council also provided direction to staff to explore what other communities have enacted in relation to sales tax deferment measures.

A number of communities have taken action to mitigate the impacts of the COVID-19 pandemic on businesses. Some have determined that tax relief is urgent and necessary and have implemented temporary sales tax deferral programs for qualifying businesses. Below is a list of governments and the actions they have taken to assist businesses in the realm of sales tax payments:

- **Durango** – On April 10, 2020, the City of Durango signed into order the deferral of sales tax payments on businesses that qualify within city limits. They are accepting applications for the deferral of payments due during the period when their Emergency Declaration is in effect. To qualify for the temporary deferral of the payment of City sales and use taxes, a business must meet the following criteria:
 - Is not otherwise delinquent as of April 10, 2020 in any payment of sales or use taxes to the City and is not delinquent in filing any sales or use tax return due to the City.
 - Has a physical location or a substantial bona fide physical presence within the City during the entire period described for the deferral of sales and use taxes.
 - Had total gross sales subject to tax within the City of less than two million dollars (\$2,000,000) during the twelve (12) month period ending on February 29, 2020.

Payment of sales or use taxes for sales after March 1, 2020 and during the period the Emergency Declaration is in effect, may be deferred until 90 days after the month in which the Emergency Declaration is terminated. All taxes will need to be paid in full at that time. No interest or penalties will be imposed on deferred amounts that are paid when due. A business cannot defer more than \$10,000 in sales or use taxes.

- **Fort Collins** – On April 6, 2020, the City of Fort Collins announced that qualified business taxpayers can defer tax payments for 60 days. Tax payments that are due on April 20, 2020 or May 20, 2020 will be extended to June 22, 2020. Interest and penalties will also be waived for approved businesses. The 60-day deferral applies only to sales tax payments associated with filing dates during the months of March and April. The City is encouraging taxpayers that can pay, to pay, and all taxpayers are still required to file on-time monthly returns even if their payments are deferred. Businesses must apply to the Sales Tax Department and receive a positive confirmation to be approved for deferred payments. Businesses will qualify based on:



- Having an average monthly sales tax remittance in 2019 of \$2,000 or less; or
- If a business's current tax filings are \$2,000 or less per month.
- **Grand Junction** – On March 23, 2020, the Grand Junction City Council approved an emergency ordinance that provided for an emergency refund of taxes collected in February 2020 which were paid to the City in March 2020. The City has expressed to businesses that the deferment needs to be paid back to the City on or before July 31, 2020.
- **Lamar** – Last month, the Lamar City Council approved a temporary sales tax deferral program for qualifying businesses. Any small business in the corporate limits of Lamar is eligible for this deferral program if they owed or paid \$5,000 or less in City sales tax for any month in 2019. The temporary sales tax deferral only applies to the months of March, April and May of 2020, making the next sales tax payment to the City due on or before July 20, 2020. This program does waive penalties and interest for the months of March, April and May 2020 provided that all sales tax deferred is paid in full by December 31, 2020. Any delinquent sales tax for the deferral months not paid in full by December 31, 2020, will be assessed interest and penalties for delinquent payments plus an additional monthly charge for outstanding balances.
- **Montrose** – In early April, the Montrose City Council agreed to defer all small business sales tax remittance for a 90-day period. Businesses with less than \$2 million in gross annual sales were provided with the option of delaying City sales tax remittance for at least 90 days.
- **State of Colorado** – Last month, the Colorado Department of Revenue issued a one-month extension for filing and remitting state and state-administered local sales tax. More specifically, Colorado retailers that were required to file a sales tax return and remit sales tax on April 20, 2020, were presented with the option of extending their filing and remittance deadline to May 20, 2020. It's a one-time extension, with penalties and interest waived, and the extension does not apply to self-collecting home-rule taxing jurisdictions.
- **Telluride** – On April 14, 2020, the Telluride Town Council approved an emergency ordinance that permits businesses to defer paying sales tax for the months of March and April until September 30, 2020. Businesses are still required to file paperwork for those tax amounts on their respective due dates of April 20 and May 20, or they will be deemed ineligible for the deferrals.

ANALYSIS AND FINANCIAL IMPLICATIONS:

Any action concerning tax relief is expected to have an appreciable negative impact to the Town's budget, at least in the short term. It's worth noting that the municipalities on the list above are larger in population base, have a larger number of sales tax remitters, and have different budget structures and tax portfolios, including reserves.

The Town's revenue is based largely on sales tax receipts, with the largest remitters being retail marijuana stores. A review of sales tax remittances received for the month of March, and compared to the prior year, shows a significant increase in receipts from retail marijuana stores, groceries, and liquor stores, and a decrease in revenue from restaurants and lodging.



If Council has an interest in moving forward with a temporary sales tax deferral program, staff recommends the following:

- Only allow sales tax deferments for the month of April.
- Businesses must be located within the Town boundaries to participate.
- A program similar to the City of Fort Collins model. More specifically:
 - Tax payments that are due on May 20, 2020 will be extended to June 20, 2020.
 - Interest and penalties will also be waived for approved businesses.
 - The 30-day deferral applies only to sales tax payments associated with filing dates during the month of May.
 - The Town will encourage taxpayers that can pay, to pay, and all taxpayers are still required to file a sales tax return on-time even if their payment is deferred.
 - Businesses must apply to the Town Clerk's Office and receive a positive confirmation to be approved for a deferred payment. Businesses will qualify based on:
 - Having an average monthly sales tax remittance in 2019 of \$2,000 or less; or
 - If a business's current tax filings are \$2,000 or less per month.

AGENDA ITEM #15

AGENDA ITEM #16



WRITTEN REPORT

To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 8, 2020
RE: Town Manager's Report

INTRODUCTION

This report serves as an update to Council on key projects, activities and community issues.

COVID-19 PANDEMIC UPDATE

I can't believe it's May. The pandemic doesn't just belong to March and April. It's now making a grab for May. I'm truly inspired by how we're sticking with it and working together to keep Ridgway and Ouray County safe and healthy.

With the change of seasons, I think all of us can feel the energy building up. Everyone wants to burst into action and get outside. While there's nothing wrong with that, it's imperative that folks continue practicing social distancing and abiding by applicable public health orders in order to help keep our numbers down. As you probably know, Governor Polis issued his Safer-At-Home Order in late April and it is slated to remain in place until May 26th. The Safer-At-Home model still requires that vulnerable individuals remain at home but allows limited reopening of certain businesses. Individuals are encouraged to stay at home as much as possible and practice social distancing to reduce the likelihood of disease transmission, but certain activities, such as gathering in groups of no more than ten for activities, are permitted. Workplace restrictions remain necessary to implement standard social distancing requirements, cleaning standards, and other items necessary to reduce the possibility of disease spread. Certain businesses and activities require specific guidance based on their business practices, and those are included in Safer-At-Home Order, which is available to view in its entirety at <https://covid19.colorado.gov/covid-19-in-colorado/public-health-executive-orders-resource>.

The community's long-term recovery is one of our top priorities. We had a great webinar with DOLA earlier this week as a way to kickstart the community recovery process. We thought it was a good step in starting to address community recovery from the long-term consequences of the pandemic. It has us thinking really hard about how to help rebuild our economy, bolster our health systems, and adapt to a "New Normal." We're currently following the incident command system and at the Unified Command level, it's becoming clearer by the day that there's a gap to fill in relation to tasks and responsibilities related to economic recovery County-wide so we're looking to evaluate ways to fill that gap.

The lack of clarity and certainty is hard to manage. We all just want to know when. I wish I could tell you what day things will return to normal. I hope you enjoy this nice weather and find ways to keep your spirits up.

My best to all of you and your families.



BUDGET UPDATE

In anticipation of negative financial impacts to the Town due to the COVID-19 pandemic, Council adapted the FY2020 Budget during the April 8th Regular meeting. Council reviewed line items in the General, Water and Sewer Funds that contain various projects and capital expenditures and elected to freeze a number of items for the time being totaling \$585,900 (\$335,900 in the General Fund and \$250,000 in the Water Fund). With General Fund Expenditures totaling \$3,086,682 in the FY2020 Adopted Budget, this equates to a 10.88% reduction in the General Fund. With Water Fund Expenditures totaling \$1,044,398, this equates to a 23.93% reduction in the Water Fund.

There were also a number of items that Council decided could potentially be reduced in scope and thus cost, if deemed necessary by staff. Staff is planning to present updated financial reports at the July Council meeting for further review and discussion by Council. While we anticipate we'll have several months and perhaps years of revenue impacts, we're starting from a sound financial position and have time to work through strategies to maintain our services to the community.

TOWN OF RIDGWAY YOUTUBE CHANNEL

The Town of Ridgway now has its very own YouTube Channel! We have integrated our video recordings from the Zoom video conferencing platform with YouTube so that residents can watch past meetings online. Check it out at <https://www.youtube.com/channel/UCtwVSRIxtjKbTpy5sHw42EQ>. The Town Council's Special Meeting from April 24th and the Planning Commission's Regular Meeting from April 28th are uploaded and ready for public viewing.

We have also partnered with the Open Media Foundation, a media and technology nonprofit organization, to utilize and embed their online video platform on our website to make watching past meetings that much easier. Check it out at <https://www.colorado.gov/pacific/ridgway/ridgway-town-council>.

EFFECTIVE GOVERNANCE WEBINAR

Councilors Grambley and Schuyler have been registered for an Effective Governance webinar that CML is offering later this month. The webinar is free to CML municipal members. The webinar will take place on Wednesday, May 20th, from 11 a.m. to 2 p.m., and it will be presented by CIRSA Executive Director Tami Tanoue and CML Executive Director Kevin Bommer. They will provide insight into key leadership challenges municipal elected officials face and discussion topics include high-level personnel issues, open meetings/open records, ethics, and other issues. More information about these workshops is available at <https://www.cml.org/home/networking-events>. If any other members of Council have an interest in attending this webinar, please let me know as soon as possible and I'll get you registered.

Bo and I intend to schedule a time to meet with Councilors Grambley and Schuyler after the CML webinar to go over some big picture stuff and review topics like meeting protocol, quasi-judicial matters, executive sessions and the chain of command between Council and staff.



CLERK'S DEPARTMENT UPDATE

From Pam Kraft, Town Clerk/Treasurer:

Annual Clean Up Day Event Update

We had another successful cleanup day on April 25th. Alpine Bank chose to cancel electronic recycling which compliments the event, and hopefully it will resume next year, as it is a needed service.

Events Update

I have notified all the participants in this year's Love Your Valley Festival that the event will not be held on May 30th due to COVID-19. We are waiting to see about the outcome for the movie nights in the park, and the concert series.

Budget Update

I am continuing to monitor budgeted revenues and expenditures. The Town's financial status is solid at this time.

Sales & Use Tax Software System Update

The Town has signed up to participate in a statewide program offering out-of-state sales tax remitters a single website to file sales tax for numerous municipalities and counties throughout the state. This will provide ease for filers (like Amazon) and may boost the Town's sales tax receipts if vendors were unaware the Town is home rule and were remitting sales tax collected in town to the state.

PUBLIC WORKS DEPARTMENT UPDATE

From Chase Jones, Public Works Services Administrator:

Street Grading

Throughout the month of May, unpaved Town streets will be graded for annual maintenance. A detailed schedule can be found on the Town website and is posted at Town Hall. Please remove any parked vehicles from Town rights-of-way when grading is planned.

Irrigation

As residences begin to charge up their sprinkler systems please remember to have backflow prevention devices tested and check for system leaks.

COMMUNITY DEVELOPMENT UPDATE

From Shay Coburn, Town Planner:

Building permits remain at about the same pace as the last few years. To give you an idea, the number of permits issued January through April for this year and the past three years are:

2017 – 12 permits issued
2018 – 13 permits issued
2019 – 8 permits issued
2020 – 11 permits issued



COMMUNITY INITIATIVES UPDATE

From Diedra Silbert, Community Initiatives Facilitator:

Heritage Park Improvements

Colorado Creative Industries (CCI) awarded the Town a \$10,000 grant for Heritage Park Improvements. Since those improvements will not be moving forward to the extent planned this season, CCI agreed to allow the Town and Creative District to utilize these funds to reimburse businesses for appropriate reopening expenses due to COVID impacts. Though there had been a 1:1 match required at the time of application and award, CCI has dropped that match requirement. Procedures and publicity will be developed as quickly as possible. The Colorado Main Street 2019 mini-grant extension, which was also slated for \$5,000 of Heritage Park Improvements and must be completed by June 30, 2020, can be utilized to clean up, level, lay gravel, and place picnic tables in an area near the parking lot, south of the Visitor Center's pergola, with labor and equipment from Public Works.

Ridgway Space to Create

A team of three presenters, Mayor John Clark, Diedra Silbert, and Andrew Michaelson from Artspace, made a virtual presentation to the Colorado Housing and Finance Authority on May 5 to complete our second application for Low-Income Housing Tax Credits for Space to Create. The presentation went well, and we are keeping our fingers crossed that we will be selected for funding this time. A response is expected from CHFA by the end of the month. You can find design views, schematic and elevation plans that were submitted with the application under Resources on the Space to Create webpage on the Town's website (www.colorado.gov/ridgway/space-create-ridgway).

First Fridays

It is unclear at this time whether First Fridays will move forward this summer season, but it is highly unlikely. The June event will probably be cancelled soon due to public health orders. Discussion has taken place about developing some sort of virtual First Friday, but it is unlikely to be ready by early June.

Ridgway Independent Film Fest

The Ridgway Independent Film Fest is scheduled for November 6-7, 2020. A Call to Filmmakers was distributed with a final entry date of September 25, 2020. Pass the word along to any filmmakers you know! More information is available at www.ridgwaycreativedistrict.com.

Conference and Event Cancellations

The National Main Street Conference and the State Creative Districts Convening and CCI Summit were all cancelled this month. They are slated for 2021. Ride the Rockies held on for some time but finally cancelled at the end of April. They intend to use the same route through Ridgway in June 2021.

Collaboration with Ridgway Area Chamber of Commerce

Town and Chamber staff are working together to post relevant COVID-19-related resources on websites and to directly email businesses. Various email lists of businesses and entrepreneurs were merged for this period to minimize the numbers of emails businesses receive. Necessary collaboration on Heritage Park plans is also taking place.



Town Website Platform

The Town is aiming to roll out a new version of the Town website with improved appearance and functionality in the next few weeks. This upgrade was required by the Statewide Internet Portal Authority (SIPA) which hosts our website, with some technical support provided to implement it. (It's still been more work than anticipated!)

UPCOMING MEETINGS AND EVENTS

- **Regular Town Council Meeting** – May 13, 2020 at 5:30 p.m. via Zoom
- **Joint Policy Group Work Session in relation to the COVID-19 pandemic** – May 14, 2020 at 6:00 p.m. via Zoom
- **Planning Commission Regular Meeting** – May 26, 2020 at 5:30 p.m. via Zoom
- **Ridgway Main Street Board Workshop** – May 27 or June 3, 2020 at 5:30 p.m. via Zoom
- **Regular Town Council Meeting** – June 10, 2020 at 5:30 p.m. via Zoom

JOKE OF THE DAY

What's Forrest Gump's password?

1forrest1