Ridgway Town Council Regular Meeting Agenda Wednesday, February 8, 2023

Pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.

Join Zoom Meeting

https://us02web.zoom.us/j/82862839555?pwd=WIVaRkRZQ2t2L0pUY3N2NWFYbGg5Zz09

Meeting ID: 828 6283 9555 Passcode: 338712 Dial by your location +1 346 248 7799 US +1 253 215 8782 US

5:30 p.m.

ROLL CALL Councilors Kevin Grambley, Polly Kroger, Beth Lakin, Terry Schuyler, JT Thomas, Mayor Pro Tem Russ Meyer 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 January 11, 2023.
- 2. Register of Demands for February 2023.
- 3. Renewal of Brew Pub Liquor License for Colorado Boy Depot.
- 4. Renewal of Restaurant Liquor License for Lazy Dog Saloon, Bar and Grill.

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.

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

5. Resolution No. 23-03, A Resolution of the Town Council of the Town of Ridgway, Colorado, Authorizing the Exercise of the Town's Eminent Domain Authority to Acquire Real Property for a Recreational Pathway - Town Attorney.

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

- 6. Update from Artspace regarding Ridgway Space to Create Andrew Michaelson.
- 7. Presentation regarding tobacco use prevention and control Carolyn Dressler, MD, and Richard Gingery, MD.

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

- Application: An Amended Plat of Lot 15, Parkside Subdivision; Location: Parkside Subdivision, Lot 15; Address: 702 N. Laura St., 704 N. Laura St., and 706 N. Laura St.; Zone: Residential (R); Applicant: Amanda Gerhardt; Owner: Habitat for Humanity of the San Juans
- Application: Final Plat; Location: Ridgway Land Company Subdivision, Lots 30-34; Address: TBD Redcliff Dr.; Zone: General Commercial (GC); Applicant: Vista Park Development, LLC; Owner: Vista Park Development, LLC

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

- 10. Subdivision Improvements Agreement for Vista Park Commons PUD Town Attorney.
- 11. Ridgway Area Chamber of Commerce presentation on marketing and promotion activities and financial status Ashley Perkins, Ridgway Area Chamber of Commerce.
- 12. Request for authorization of staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Ridgway Public Works Department Town Manager.
- 13. Discussion and direction regarding participation in the Mountain Towns 2030 Solutions Project - Town Manager.

WRITTEN AND VERBAL 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.

14. Letter from Mayor Clark making an appointment to the Ridgway Planning Commission.

15. Town Manager's Report.

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

Committees & Commissions:

Ridgway Planning Commission - Councilor Meyer and Mayor Clark Ridgway Parks, Trails & Open Space Committee - Councilor Kroger Ridgway Creative District Creative Advocacy Team - Councilor Grambley Ridgway Sustainability Advisory Board - Councilor Thomas; alternate - Councilor Schuyler Ridgway Scholarship Committee - Councilor Lakin 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 - Councilor Schuyler
Sneffels Energy Board - Councilor Thomas and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager
Ouray County Transit Committee - Town Manager Ouray County Water Users Association - Councilor Meyer; alternate Councilor Thomas Water and Land Committee for the Uncompany Valley - Councilor Meyer; alternate -Town Manager

Colorado Communities for Climate Action - Councilor Lakin; alternate - Town Manager Colorado Municipal League Policy Committee - Town Manager Home Trust of Ouray County - Town Manager

Liaisons:

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, March 1, 2023 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL

MINUTES OF REGULAR MEETING

JANUARY 11, 2023

CALL TO ORDER

The meeting was held both in person and via a virtual meeting portal, Zoom Meeting, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 5:30 p.m. The Council was present in its entirety with Councilors Kroger, Grambley, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

EXECUTIVE SESSION

The Town Attorney recommended the Council enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions regarding the possible purchase and/or condemnation of 539 Marion Overlook, Ridgway, Colorado.

ACTION:

Moved by Councilor Kroger and seconded by Mayor Pro Tem Meyer to go into closed session. The motion carried unanimously.

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

The Council convened from closed session at 6:00 p.m.

CONSENT AGENDA

- 1. Minutes of the Regular Meeting of December 14, 2022.
- 2. Register of Demands for January 2023.
- 3. Designate Town Hall as the official posting place.
- 4. Renew Liquor Store license for San Juan Wine and Liquors.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilor Schuyler and unanimously carried by a roll call vote to <u>approve the consent agenda</u>.

PUBLIC COMMENTS

Vicki Hawse asked the Council to consider contacting the Department of Transportation (CDOT) regarding reducing the speed limit from 60 miles per hour to 45 from the street light at Highways 550 and 62 to the entrance of Vista Terrace Subdivision, noting the area is a "wildlife corridor" and there are concerns with "public safety pulling out from Vista Terrace".

The Town Manager noted staff has contacted CDOT to inquire about the speed limits in the area due to a potential new subdivision in Vista Terrace.

POLICY MATTERS

5. Resolution No. 23-01 Adopting the Town of Ridgway Master Plan Amendment Process

Staff Report from the Town Manager dated 1-6-23 presenting a resolution establishing an amendment process to the Master Plan.

Contractual Planner TJ Dlubac explained after Council received a request from the Preserve PUD to annex a portion of land, and after review of Town codes, it was identified to meet annexation criteria in the Colorado Revised Statutes the Master Plan and Future Land Use Map must be updated. The proposed resolution contains an amendment process to the Master Plan which after submittal for annexation of a parcel in the Town's Urban Growth Boundary a public meeting would need to be held to present the request, after a notice is published in the local newspaper. After a meeting there would be a 21 day notice period for comments from the public. A hearing would then be held before the Planning Commission, and then a public meeting with the Town Council at which time a decision would be made, and the future land use map could be updated.

There were comments and questions from the Council.

ACTION:

Councilor Schuyler moved to <u>adopt Resolution No. 23-01 a Resolution of the Town Council of the</u> <u>Town of Ridgway, Colorado, Adopting the Town of Ridgway Master Plan Amendment Process</u>. Councilmember Thomas seconded. On a call for the vote the motion carried unanimously.

6. <u>Resolution No. 23-02 Enacting the Ridgway Space to Create Community Room Fee Schedule</u>

Staff Report dated 1-6-23 from the Town Manager presenting a resolution creating a fee schedule for the Space to Create Community Room.

Community Initiatives Facilitator Tera Wick reported the proposed fees are set for non-profit groups at \$25 for a half day, and \$50 for a full day; and private use or commercial ventures at \$50 a half day or \$100 a full day; with a deposit required and payment for electrical use. A half day is constituted by zero to four hours, and a full for four to eight hours.

There was discussion by the Council regarding increasing the proposed fees. <u>Consensus</u> was to eliminate the fee for utility usage and set the fee for non-profit organizations to \$40 for a half day, \$65 for a full day; private use \$65 for a half day and \$115 for a full day; create a new category for commercial ventures with a half day rate of \$115 and full day \$215; increase the damage deposit to \$300 and \$500 if alcohol will be served.

ACTION:

Councilor Lakin moved to <u>approve Resolution No. 23-02 A Resolution of the Town Council of the</u> <u>Town of Ridgway, Colorado, Enacting the Ridgway Space to Create Community Room Fee</u> <u>Schedule with the changes as noted</u>. Councilor Kroger seconded, and the motion was unanimously carried. 7. Presentation of the 2023 Ridgway FUSE Strategic Plan

Councilmember Grambley explained he is the Councils Creative District representative and last year the Creative District and Main Street Committee merged to form a new entity FUSE. The group has prepared a strategic plan and it is being presented to the Town Council for review and direction.

Community Initiatives Facilitator Tera Wick presented the document which contains directives in five focus areas, each which has a subcommittee to work with the goals. The focus areas are Build which addresses the Space to Create project, Heritage Park expansion and exploring formation of an arts district; Connect which focuses on relationships with other non-profits and agencies, and facilitating community conversations; Gather devoted to executing events such as the Film Festival and First Fridays; Share which addresses social media to promote creative, historical and cultural assets; Organize used internally within the structure of FUSE to align with areas of the Master Plan and Main Street America Transformation Strategies.

She noted the document will be used to guide the program for the next two to three years, with an opportunity for annual updates.

8. Request for appointment to the Home Trust of Ouray County Board of Directors

The Mayor noted at the previous meeting the Council received a request to appoint a member to serve on the newly formed Home Trust board. He noted the board is "diverse with members from all over the county" and asked if any member of the Council "has time to take on another commitment".

There was not a member of Council able to accept the appointment, and the Town Manager noted he would be happy to serve on the board.

ACTION:

Mayor Pro Tem Meyer moved to <u>appoint Preston Neill to represent the Town of Ridgway on the</u> <u>Home Trust of Ouray County Board of Directors</u>. Councilor Schuyler seconded the motion, which carried unanimously.

9. <u>Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County</u> <u>for Shared Victim Advocate Services</u>

Staff Report dated 1-6-23 from the Town Manager presenting the annual intergovernmental agreement (IGA) for shared victim advocate services with the City and County.

Manager Neill reported Ouray County has taken over the Victim Advocate Services from the Town, and this years contribution to meet the deficit in grant funding is \$1622.50.

ACTION:

Moved by Councilor Lakin and seconded by Mayor Pro Tem Meyer to <u>approve the IGA between</u> <u>the Town, City of Ouray and Ouray County for Shared Victim Advocate Services</u>. The motion carried unanimously.

10. <u>Workshop to discuss and evaluate strategies for a dedicated revenue source for affordable housing</u>

Manager Neill reported in July during a conversation to possibly modify distribution of lodging taxes to include a new dedicated source of funds for affordable housing, the Council asked that at the beginning of the new year discussions begin to find dedicated revenue sources.

The Council agreed to hold a workshop meeting on February 15th at 6:00 p.m.

MISCELLANEOUS REPORTS

The Town Clerk reported the 2023 Municipal Election will be held on April 4th. Three councilmember seats, for two year terms, will become vacant, those currently held by Councilors Kroger, Lakin and Meyer. The nomination period begins on January 30th and closes on February 17th.

Manager Neill highlighted some items contained in the monthly Managers Report.

Councilor Lakin gave an update on the CC4C committee.

Councilmember Thomas presented an update on the Sustainability Committee.

ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC Town Clerk

Name	Memo	Account	Paid Amount
Community Planning Strategie		Alpine-Operating Account	
	Dec 2022	513GOO · Planning Consulting	-5,938.75
TOTAL			-5,938.75
Colorado West Land Trust		Alpine-Operating Account	
		5020GO1 · CO West Land Trust	-4,000.00
TOTAL			-4,000.00
PARC		Alpine-Operating Account	
		5100GO1 · Public Art Ridgway Colorado	-3,000.00
TOTAL			-3,000.00
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
Pro Velocity		Alpine-Operating Account	
		556GOO · IT Services	-12.00
TOTAL			-12.00
Ouray County Road & Bridge		Alpine-Operating Account	
TOTAL	12/27/22-1/23/23 12/27/22-1/23/23 12/27/22-1/23/23 12/27/22-1/23/23 12/27/22-1/23/23	660GO2 · Gas & Oil 760POO · Gas & Oil 960WOO · Gas & Oil 960SOO · Gas & Oil 860GO3 · Gas & Oil	-517.25 -169.90 -151.60 -330.86 -800.40 -1,970.01
			,
esri		Alpine-Operating Account	
	annual ArcGIS	514GOO · Consulting Services	-880.00
TOTAL			-880.00
Montrose Ford-Nissan Inc		Alpine-Operating Account	
	change oil; rotate tires - 2017 Explorer	861GO3 · Vehicle Maintanence & Repair	-75.24
TOTAL			-75.24
Honnen Equipment Company		Alpine-Operating Account	
	12/28-1/24 loader	662GO2 · SnowRemoval Equip&Services	-4,692.27
TOTAL			-4,692.27

Name	Мето	Account	Paid Amount
Valley Restoration & Constructi		Alpine-Operating Account	
	wtr damage mitigation	782PO1 · Visitor Center	-5,660.33
TOTAL			-5,660.33
Axon		Alpine-Operating Account	
	body cameras & 2023 storage	819GO3 · Contractural Services	-11,668.00
TOTAL			-11,668.00
Eurofins Eaton Analytical Inc.		Alpine-Operating Account	
		990WOO · Testing - water 990WOO · Testing - water	-150.00 -150.00
TOTAL			-300.00
Colorado Communities for Cli		Alpine-Operating Account	
	CC4CA 2023	5040GO1 · Other Contributions	-1,000.00
TOTAL			-1,000.00
SGM		Alpine-Operating Account	
	thru 1/14/23 thru 1/14/23	552GOO · GIS Mapping - admin 952WOO · GIS Mapping - water	-120.34 -120.33
	thru 1/14/23	952SOO · GIS Mapping - sewer	-120.33
TOTAL			-361.00
Snipps Heat & Air Inc		Alpine-Operating Account	
	restroom boiler repair - Hartwell	731POO · Maintenance & Repairs	-625.00
TOTAL			-625.00
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships 915SOO · Dues & Memberships	-14.19 -14.19
TOTAL			-28.38
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-8.47
		961SOO · Vehicle & Equip Maint & Repair 961WOO · Vehicle & Equip Maint & Repair	-8.48 -8.47
TOTAL			-25.42
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-612.00
TOTAL			-612.00

Name	Memo	Account	Paid Amount
Clear Networx, LLC		Alpine-Operating Account	
	Feb 2023 Feb 2023	543GOO · Telephone 643GO2 · Telephone 843GO3 · Telephone 943WOO · Telephone 943SOO · Telephone 530GOO · Computer 630GO2 · Computer 730POO · Computer 930WOO · Computer 930WOO · Computer 930SOO · Computer 930SOO · Computer 930SOO · Computer 630GO2 · Computer 843GO3 · Telephone	$\begin{array}{r} -56.00\\ -56.00\\ -61.00\\ -56.00\\ -56.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -50.00\\ -25.00\\ -25.00\\ -25.00\\ -55.00\end{array}$
TOTAL	1 60 2023		-740.00
Amerigas		Alpine-Operating Account	
	propane - wtr plant	942WOO · Utilities	-3,945.09
TOTAL			-3,945.09
Clear Networx, LLC		Alpine-Operating Account	
	fiber activation fiber - Feb 2023	778PO1 · Space to Create Meeting Room 778PO1 · Space to Create Meeting Room	-100.00 -106.58
TOTAL			-206.58
True Value		Alpine-Operating Account	
	shop roof extension	632GO2 · Supplies & Materials 631GO2 · Maintenance & Repairs 732POO · Supplies & Materials 732PO1 · Supplies - c cntr/t hall	-51.48 -190.21 -41.96 -15.10
	shop roof extension	832GO3 · Equipment & Supplies 931SOO · Maintenance & Repairs 932SOO · Supplies & Materials	-24.27 -190.21 -51.51
	shop roof extension	932WOO · Supplies & Materials 931WOO · Maintenance & Repairs	-183.84 -190.22
TOTAL			-938.80
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-90.69
TOTAL			-90.69
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-29.01
TOTAL			-29.01

Name	Memo	Account	Paid Amount
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-34.80
		942SOO · Utilities 942WOO · Utilities	-34.80 -34.80
TOTAL			-104.40
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-139.87
		642GO2 · Utilities 942SOO · Utilities	-139.88 -139.87
		942WOO · Utilities	-139.87
TOTAL			-559.49
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - c cntr/t hall	-119.79
		842GO3 · Utilities	-119.79
		542GOO · Utilities	-119.78
TOTAL			-359.36
Black Hills Energy-Broadband		Alpine-Operating Account	
		783PO1 · Broadband Station	-14.89
TOTAL			-14.89
USABlueBook		Alpine-Operating Account	
	replacement pump - plant	931WOO · Maintenance & Repairs	-982.12
TOTAL			-982.12

AGENDA ITEM #5

RESOLUTION NO. 23-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, AUTHORIZING THE EXERCISE OF THE TOWN'S EMINENT DOMAIN AUTHORITY TO ACQUIRE REAL PROPERTY FOR A RECREATIONAL PATHWAY

WHEREAS, the Town of Ridgway, Colorado (the "Town") is a Colorado home rule municipality and political subdivision organized and existing under a home rule charter pursuant to Article XX of the Colorado Constitution; and

WHEREAS, the Town possesses the power of eminent domain pursuant to Article II, § 15 and Article XX, §§ 1 and 6 of the Colorado Constitution, Article 1-4 and Article 1-5 of the Town's Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, C.R.S. § 38-6-101, *et seq.*, and C.R.S. §29-7-104, *et seq.*; and

WHEREAS, the citizens and the Town Council of the Town of Ridgway (the "Ridgway Town Council") seek to maximize the Town's natural beauty and recreational opportunities; and

WHEREAS, the Town may exercise the power of eminent domain for the public purpose of constructing and maintaining recreational trials; and

WHEREAS, the Town seeks to acquire by condemnation the real property interest(s) necessary to construct and maintain a recreational trial; and

WHEREAS, the Town seeks to acquire by condemnation a perpetual non-exclusive easement interest in the real property addressed as 539 Marion Overlook to construct and maintain a recreational trial; and

WHEREAS, the ten foot wide recreational trail easement will extend along the entire length of the east property boundary of 539 Marion Overlook; and

WHEREAS, the Town Council finds this Resolution to be in the best interest and welfare of the residents of the Town.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Ridgway, Colorado:

<u>Section 1</u>. The above recitals are incorporated herein by reference and adopted as findings of the Ridgway Town Council.

Section 2. As diagram of the real property sought to be condemned is in the attached **Exhibit 1**.

Section 3. The Ridgway Town Council hereby finds the acquisition of an easement interest in the property addressed as 539 Marion Overlook for use as a recreational trail will

serve a proper, public and municipal purpose and use, and that such acquisition is necessary and essential to this public purpose and use. The Ridgway Town Council hereby declares its intent to acquire an easement interest in, and through, the property addressed as 539 Marion Overlook for the purposes stated herein and, if necessary, to do so through the exercise of the power of eminent domain.

<u>Section 4</u>. The Town Manager, the Town Attorney, the Town Manager's designated representative(s), and any and all persons retained or employed by the Town in the prosecution of this matter are hereby directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq*.

<u>Section 5</u>. The Town Manager is authorized to make reasonable and good faith offers to purchase from the affected landowner an easement interest in the property addressed as 539 Marion Overlook for use as a recreational trail, and the Town Manager is further authorized to execute agreements for the acquisition of same.

<u>Section 6</u>. If, after engaging in good-faith negotiations, the Town is unable to acquire the necessary property rights, the Town Attorney is hereby authorized to institute and prosecute eminent domain proceedings in the name of the Town so as to acquire an easement in the property addressed as 539 Marion Overlook by condemnation. In the prosecution of any eminent domain actions to acquire a non-exclusive easement interest in the westerly portion of 539 Marion, the Town shall have and retain all rights and powers lawfully delegated to it by Article II, § 15 and Article XX, §§ 1 and 6 of the Colorado Constitution, Article 1-4 and Article 1-5 of the Town's Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, C.R.S. § 38-6-101, *et seq.*, and C.R.S. §29-7-104, *et seq.*

<u>Section 7</u>. The Town Manager, in consultation with the Town Attorney, is authorized to retain such expert witnesses, including appraisers, as the Town determines are necessary for the eminent domain proceedings.

<u>Section 8</u>. The Town Manager or his designee, in consultation with the Town Attorney, are hereby specifically authorized to make such reasonable or necessary amendments and corrections to the terms and/or legal descriptions of the property interests to be acquired, including authorization to include such additional or other property rights necessary or desirable for the Town. The Town Manager and Town Clerk are hereby authorized and directed to execute an acceptance of the interests in real property when acquired.

Section 9. The Town Council hereby finds, determines and declares that this Resolution is promulgated under the general police power of the Town of Ridgway, that it is adopted for the health, safety and welfare of the public, and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Ridgway Town Council further determines that the Resolution bears a rational relation to the proper legislative object sought to be obtained.

Section 10. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of

competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

<u>Section 11</u>. This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of February 2023.

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

EXHIBIT 1



539 Marion Overlook outlined in red

Recreational trail easement (10 ft. wide) depicted in orange

AGENDA ITEM #6



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

То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	February 2, 2023
Agenda Topic:	Update from Artspace regarding Ridgway Space to Create

SUMMARY:

Andrew Michaelson, Property Development Director for Artspace, will attend Wednesday's meeting to provide various updates related to Ridgway Space to Create.

AGENDA ITEM #7

Dr. Carolyn Dresler, 2022 C. Everett Koop Unsung Hero Award Recipient, Joins ASH Board of Trustees

Lung Health and Human Rights Expertise will Accelerate Tobacco Endgame

WASHINGTON, DC – JANUARY 24, 2023 – Action on Smoking and Health (ASH US) is honored to welcome Carolyn Dresler, MD, MPA to its Board of Trustees. Dr. Dresler brings decades of clinical lung health and policy expertise to ASH which aligns with our work to end the tobacco epidemic as quickly as possible.

Dr. Dresler was trained at Memorial Sloan Kettering and the University of Toronto as a thoracic surgical oncologist with clinical practices at Washington University and Fox Chase Cancer Center. She retired in 2018 as the Associate Director for Medical and Health Sciences for the Office of Science at the Center for Tobacco Products at the U.S. Food and Drug Administration (FDA).

Prior to working at the FDA, Dr. Dresler was the Director for the Arkansas Department of Health Tobacco Prevention and Cessation Program. She was also the Head of Unit for Tobacco and Cancer at the International Agency for Research on Cancer in Lyon, France.

In 2003, she took a leave of absence to complete a Master in Public Administration at the Kennedy School of Government at Harvard University. During her time at Harvard, Dr. Dresler studied under fellow ASH Board Trustee, Professor Stephen P. Marks, and made a now historic assertion: the tobacco industry violates human rights every day simply by marketing and selling products they know will addict and kill.

Dr. Dresler's Harvard thesis was adapted and published as the landmark piece "The Emerging Human Right to Tobacco Control" in the journal *Human Rights Quarterly* in 2006. Professor Marks, initially skeptical of the concept, went on to co-author the paper and join her in championing the link between tobacco and human rights.

"I was awakened, thanks to Carolyn, to the critical importance of tobacco control not only as a major public health issue but also as a human rights issue," said Stephen Marks, Dean of the Jindal School of Public Health and Human Development (JSPH) at O.P. Jindal Global University and François-Xavier Bagnoud Professor of Health and Human Rights Emeritus, Harvard University.

In 2009, Dr. Dresler became the founder and board chair of the <u>Human Rights and Tobacco Control</u> <u>Network</u> (HRTCN), a global non-governmental organization dedicated to using human rights to end the tobacco epidemic, and invited ASH Policy Director Chris Bostic to join the board. HRTCN membership led to ASH's human rights program. The network is now housed under ASH as a network of experts supporting the connection of human rights and tobacco control.

Dr. Dresler has had a profound impact on the way public health advocates, researchers and officials view the tobacco epidemic. The human rights-based approach provides the foundation for ASH's cutting-edge policy strategies and focus on health equity in policy outcomes.

Recently, Dr. Dresler was awarded the American Lung Association's 2022 C. Everett Koop Unsung Hero Award "for her remarkable career and contributions she made to significantly reducing tobacco use in Colorado, the U.S. and around the world," said <u>the American Lung Association in their</u> <u>statement</u>. <u>ASH released a video featuring global colleagues reflecting on Dr. Dresler's extensive impact to commemorate the occasion</u>.

"Dr. Dresler is a force for good in the world. Her efforts to reduce tobacco use and secondhand smoke exposure have undoubtedly impacted millions of lives around the world,"

Dr. Carolyn Dresler, 2022 C. Everett Koop Unsung Hero Award Recipient, Joins ASH Board of Trustees

Lung Health and Human Rights Expertise will Accelerate Tobacco Endgame

said Harold Wimmer, President and CEO of the American Lung Association. "Her vision has moved the world closer to being free from tobacco."

Dr. Dresler's goal is to end the tobacco epidemic, not "someday" but soon. Her continued partnership with and support of ASH as a Trustee will no doubt accelerate that goal.

ACTION ON SMOKING AND HEALTH

Founded in 1967, Action on Smoking and Health (ASH) is America's oldest anti-tobacco organization, dedicated to a world with ZERO tobacco deaths. Because tobacco is the leading cause of preventable death worldwide, ASH supports bold solutions proportionate to the magnitude of the problem. <u>ash.org</u>

Media Contact:

<u>Megan Arendt-Manning</u> (202) 659 – 4310 Draft Reference: Ridgway Municipal code of Ordinances Local Code Home Rule Licensing authority: Compliance Authority:

Town of Ridgway, Colorado Ordinance No. —-

An Ordinance of the Town Council of the Town of Ridgway, Colorado, AMENDING CHAPTER 8 OF THE RIDGWAY MUNICIPAL CODE OF ORDINANCES, BY ADDING SECTION 6 CREATING TOBACCO RETAIL LICENSING REQUIREMENT; RAISING THE MINIMUM LEGAL SALE AGE FOR TOBACCO PRODUCTS TO TWENT-ONE; AND PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS IN THE TOWN OF RIDGWAY.

WHEREAS, the Town of Ridgway, Colorado ("Town") is a hime rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statues and the Town's Home Rule Charter; and

WHEREAS, the Town has the power to adopt this ordinance pursuant to the powers contained in the Ridgway Town Charter and it general police power; and

WHEREAS, pursuant to C.R.S. 31-15-103 and 31-15-104, and pursuant to the home rule powers of the Town, the Town Council has the power to make and publish ordinances necessary and proper to provide for the safety, preserve the health, promote the prosperity, order, comfort, and convenience of it inhabitants; and

WHEREAS, tobacco use remains the leading cause of preventable death in the United States, killing nearly half a million people each year - including approximately 5100 in Colorado each year. It causes or contributes to many forms of cancer, as well as heart disease and respiratory diseases, among other health disorders; and

WHEREAS, the Centers for Disease Control and Prevention estimates that more than 2.5 million US middle and high school students reported currently using e-cigarettes in 2022, with more than 8 in 10 of those youth using flavored e-cigarettes; and

WHEREAS, nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy, bubble gum, banana smash and mango ice; and

WHEREAS, data from the Colorado Healthy Kids survey indicates that ZZZZ Colorado high school students and nearly XXX Colorado middle school students report having ever tried a flavored tobacco product; and

WHEREAS, the density of tobacco retailers, particularly in neighborhoods surrounding schools has been associated with increased youth smoking rates; and

WHEREAS, the Town Council finds that the adoption of. PDQ will promote the health, safety and general welfare of the Ridgway community; and

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

Chapter 8 Licensing Section 6 Tobacco Retail Licensing and Tobacco Sales

Section1. Definitions.

(a) As used in this chapter:

(1) "Arm's length transaction' means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.

(2) "Compliance Check' means the system the Ridgway Marshall's office uses to investigate and ensure that those authorized to sell tobacco products are following and complying with the requirements of this ordinance. Compliance checks can involve the use of persons under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by other units of government for educational, research, and/or training purposes, or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

(3) "Delivery Sale" means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an inperson, over-the-counter sales transaction in a licensed retail establishment. Delivery sale includes, but is not limited to, the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

(4) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized or 'heated' substance to the person inhaling from the device, including, but not limited to an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah or heated-not burned product. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized or heated during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the US Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(5) "Labeling means written, printed or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

(6). "Movable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

(7) "person" means any natural person.

(8) "Purchases" means any person who obtains or attempts to obtain tobacco product.

(9) "Sale" means any transfer of goods for money, trade, barter or other consideration.

(10) "Self-Service Display" means the open display of tobacco products in a retail establishment in any manner where any person has access to the tobacco products without the assistance or intervention of the licensee or the licensee's employee and where a physician exchange of the tobacco products from the licensee or the licensee's employee to the customer is not required in order to access the tobacco products.

(11) "Tobacco Product" means any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, a 'little' cigar, pipe tobacco, chewing tobacco, 'rolling' tobacco snuff, hookah, e-hookah, snus or nicotine-containing pouch. The phrase also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and/or liquids used in electronic smoking devices, whether or not they contain nicotine. The phrase does not include any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).

(12) Tobacco Retail Establishment" means any place of business where tobacco products are available for sale, whether or not the business is open to the general public or maintains a private membership-based pointe of sale. Tobacco retail establishment includes but is not limited to grocery stores, tobacco products shops, cigar lounges, cigar lounges, e-cigarette lounges, convenience stores, liquor stores, gasoline service stations, bars, restaurants, and/or golf or country clubs.

(13) "Tobacco Retailer" means any person, partnership, joint venture, society club, trustee, trust, association, organization or corporation that owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

(14) "Vending Machine" means any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

(15) "Youth-oriented facility" means any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited, to a licensed care facility or preschool, day care centers, public or private schools, playgrounds, a library open to the public, recreations centers and parks.

Section 2. Tobacco Retail License Required; Application.

(a) Tobacco Retail License required. No person, tobacco retailer, or tobacco retail establishment shall sell or offer to sell any tobacco product without first having obtained a tobacco retail license from Ridgway Town, or its authorized designee. Each individual tobacco retail establishment location engaging in the sale of tobacco products at a fixed tobacco retail establishment shall secure a tobacco retail license from the Town Manager/Clerk before engaging or continuing to engage in such business. The tobacco retail license shall be on display at the tobacco retail establishment at all times. No tobacco retailer shall sell tobacco products without a valid tobacco retail sales license.

- (b) Application. An application for a license to sell tobacco products must be made on a form provided by Ridgway Town. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information that the Ridgway Town deems necessary. If Ridgway Town, or its designee determines that an application is incomplete, the application will be returned to the applicant with notice of the deficiency and the requisite information necessary to make the application complete.
- (c) **Term.** The license term is one calendar year, beginning on XX Date, 2023. All current Ridgway Town tobacco retailers are required to submit their applications by XX Date 2023.
- (d) Violation, suspension, or revocation. Any license issued may be suspended or revoked following the procedure set forth in this Ordinance. A tobacco retail establishment that violates any provision of this ordinance, or any other federal, state or local law relating to tobacco product sales, is subject to the penalties in addition to those prescribed under other federal, state or local laws. These penalties may include the prohibition of the sale of tobacco products. A violation of other federal, state, and/or local laws relating to tobacco sales shall be included in the determination and accrual of violations against a retail establishment's license as proscribed in this Ordinance.
- (e) **Transfers.** All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.
- (f) **Display.** All licenses must be posted and displayed at all times in plain view of the general public or clientele of the retail establishment.

(g) **Renewals.** The renewal of license issued under this Ordinance shall be handled in the same manner as the original application. The request for a renewal must be made at least 30 days, but not more than 60 days, before the expiration of the current license. A tobacco product retail license is invalid if the appropriate renewal fee has not been timely paid in full or if the term of the license has expired.

(h) Issuance as privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.

(i) Instructional program. Licensees must complete and ensure that all employees complete a training program on the legal requirements related to the sale of tobacco products, and the possible consequences of license violations. Any training program must e pre-approved by Ridgway Town Manager or their designee; shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to person under 21 years of age shall subject the tobacco retail establishment to penalties. No person engaged in Tobacco product retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of forty (40) years without first examine the identification of the recipient to confirm the recipient is at least the Minimum Legal Sales Age.

(j) Samples prohibited. No tobacco retail establishment or person shall distribute samples of any tobacco product free of charge or at a nominal cost, regardless of the age of the person acquiring the product. The distribution of tobacco products as a sample, free donation, or at otherwise nominal cost is prohibited and shall subject the tobacco retail establishment to the penalties prescribed under this Ordinance, in addition to any local, state or federal laws pertaining to samples, donation, or otherwise nominally priced tobacco products.

Section 3. Denial of License.

(A). Grounds for denying the issuance or renewal of a license include, but are not limited to the following:

1. The applicant is under 21 years of age.

2. The applicant has been convicted within the past five years of any violation of federal, state, or local law, ordinance provision, or other regulation relating to the sale of tobacco products.

3. The applicant has had a license to sell tobacco products revoked within the preceding 36 months of the date of the application.

4. The applicant has not held a state tax license for the sale of tobacco products for at least one (1) year prior to the enactment of this Ordinance or the applicant is ineligible for a tobacco retail license for any other reason pursuant to Section 6 of this ordinance.

5. The total number of tobacco retail licenses allowed under Section 6 of this ordinance have already been issued at the time of the application.

6. The applicant fails to provide the information required on the licensing application or provides false or misleading information.

7. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.

8. The business for which the license is request is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.

(B) If a license is mistakenly issued or renewed to a person, Ridgway Town or its authorized designee may revoke the license upon the discovery that the person was ineligible for the license under this ordinance. Ridgway Town will provide the licensee with notice of the revocation, along with information on the right to appeal.

© if a license is suspended or revoked, whether due to licensee ineligibility to determination of a violation under this Ordinance, or any other federal, state, or local law or regulation, the license is forfeited to Ridgway Town and shall not be refunded to the applicant.

Section 4. Tobacco retail sales without a valid tobacco retail license.

(A) In addition to any other penalty authorized by law, if any tobacco retailer has engaged in tobacco sales at a location without a valid tobacco retail license, either directly or through the tobacco retailer's agents or employees, the tobacco retailer shall be ineligible to apply for or to the issued, a tobacco retail license as follows:

1. After a first violation of this section at a location within any 24 month period, the location shall receive a written warning from Ridgway Town.

2. After a second violation of this section at a location within any 24 month period, no new license may issue for the tobacco retailer or location until ninety (90) days have passed from the date of the violation.

3. After a third violation of this section within any 24 month period, no new license may issue for the tobacco retailer or location.

Section 5. Fees and Fines.

- (a) No license shall be issued under this Ordinance until the appropriate license fees are paid in full.
- (b) The fee for a license application shall be \$1000. The renewal fee will be decided by Ridgway Town Council in their budget discussions. License fees collected under this Chapter shall be used to fund tobacco retail compliance inspections, and enforcement measures. Such funds may also be designated for other tobacco control, prevention and/or education programs as determined by Ridgway Town Council.
- (c) Ridgway Town Council shall have the authority to adjust the tobacco retail license annual/renewal fee as deemed necessary.

Section 6. Limits on Tobacco Retailer Licenses

(a). Sunset on Tobacco Retail License. The total number of tobacco retailer licenses with Ridgway Town shall be limited to the maximum of either (8) tobacco retail licenses at the time this Ordinance is enacted. Ridgway Town shall not issue any new licenses for the sale of tobacco products once the eight (8) or less tobacco retail licenses have been issued to existing tobacco retailers at the time this Ordinance is enacted.

(b) Number of available tobacco retail licenses.

1. If one or more of the either (8) tobacco retail licenses allowed under this ordinance are not issued with 60 days this Ordinance becomes law, the total number of tobacco retail licenses available of issuance shall decrease to the current number of applicants seeking a tobacco retail license upon enactment of this Ordinance.

2. If a tobacco retail license is not renewed, or is revoked for any reason under the provisions of this Ordinance, the total number of tobacco retail licenses available for issuance in the Town of Ridgway shall decrease to the total number of valid tobacco retail licenses in effect at the revocation or nonrenewable of a tobacco retail license occurs.

(c) Ridgway Town will accept an initial tobacco retail license application only from an applicant for the same location at which the applicant possessed a valid state tax license to sell tobacco products in the same location for at least one year before the date this Ordinance was enacted into law.

(d). A tobacco retail establishment operating lawfully on the date this ordinance is enacted may renew a tobacco retail license in subsequent years subject to the provision of this ordinance, provided that all of the rolling conditions are met:

1. A tobacco retail license held by an individual is only eligible for renewal by the same individual that currently holds the tobacco retail license: and

2. A tobacco retail license held by an LLC, partnership, joint venture, society, club, trustee, trust, association, organization or corporation is only eligible for rental if at least 50% of the owners, shareholders, trustees, or partners in place on (date ordinance is enacted) still remain as owners, shareholders, trustee, or partners, as applicable, at the time of the application for renewal; and

3. The license is timely obtained and is renewed without lapse or permanent revocation (as opposed to a temporary suspension); and

4. The tobacco retail establishment is not closed for business or other suspends tobacco sales, either voluntarily or due to license suspension for more than ninety (90) consecutive days; and

5. The tobacco retailer does not substantially change the business premises or business operation. A substantial change to the business operation includes, but is not limited to, the transferring of a location:

a. to a new Proprietor(s) in an Arm's Length Transaction; or

b. for which a significant purpose is avoiding the effect of violations of this ordinance; and

c. the tobacco retailer retains the right to operate under other applicable laws.

6. If the Town of Ridgway determines that a tobacco retailer has substantially changed the business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preference of evidence that such change(s) do not constitute a substantial change.

Section 7. Proximity to other licensed tobacco retailers.

No tobacco retail license will be granted to a tobacco retailer for a tobacco retail establishment location that is within 500 feet of any other existing license tobacco retail establishment, as measured by the shortest line from the property line of the space occupied by the applicant for license to the nearest property line of the existing licensee. This restriction does not apply to an applicant that holds a state tax license to sell tobacco products in the same location for at least one year before the date this Ordinance was enacted into law.

Section 8. Proximity of tobacco retail establishments to youth-oriented facilities.

No license shall be granted to any person or entity for a tobacco retail establishment location that is with 1,500 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed tobacco retail licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing tobacco retailer holding a current sate tax license for the sale of tobacco products in that same location for at least one year before the date this Ordinance was enacted into law.

Section 9. Prohibited Sale.

- (a) Delivery Sales. No tobacco retail establishment or person shall sell or offer to sell any tobacco product by means of a delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
- (b) Legal age. No tobacco retail establishment or person call sell any tobacco product to any person under the age of 21.

1. Age verification. Licensees must verify by means of government- issued photographic identification containing the bearer's date of birth that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 45. That the person appeared to be at least 45 years of age or older does not constitute a defense to a violation of this subsection.

2. Signage. Notice of the legal sales age, age verification requirement and possible penalties for underage sales must be posted within 6 feet of each cash register or place where payment may be made in a place conspicuous to both employees and customers and where the sign(s) are unobstructed in their entirety. The sign shall stat, "The sale or provision of tobacco products, including electronic cigarettes, to an individual under 21 years of age is prohibited by law." The sign required shall be 5.5 infused by 8.5 infused and the statement required shall be printed in 36-point boldfaced type. The required signage will be provided to the licensee by Ridgway Town.

(c) No tobacco retail establishment or person shall sell or offer to sell any tobacco product in any manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

(d) Any person or tobacco retail establishment found to be selling a tobacco product without a tobacco retail license required under this Ordinance shall be issued a No Sales Order for Tobacco Products and ineligible to receive a tobacco retail license pursuant to Section 4 of this Ordinance.

Section 10 Compliance Checks and Inspections.

(a). All licensed premises must be open to inspection by Ridgway Town or its authorized designees during regular business hours. The tobacco retail establishment shall be subject to two (2) unannounced compliance checks per year by Ridgway Town or other authorized designees.

(b) Compliance checks may include the participation of a person at least 15 years of age, but under the age of 21,(herein after under-aged operative) to enter the tobacco retail establishment to attempt to purchase tobacco products.

(c) Unannounced follow-up compliance checks on all non-compliant retail establishments are required within 3 months of any violation of this ordinance. The results of all compliance checks shall be published annually and made available to the public as determined by Ridgway Town.

Section 11. Exceptions and Defenses. It is an affirmative defense to a violation of the Ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 12. Appeals.

If Ridgway Town or its authorized designee denies the issuance of a license, or suspends or revokes a license, or issues a citation for violation this Chapter, Ridgway Town or its authorized designee shall send the applicant or licensee written notice of the action and notice of the right to an appeal. Such notice shall be sent by Certified Mail with return Receipts requested.

Union receipt of written notice of any citation or penalties accrued under this Chapter, or the denial, suspension or revocation of the license, the licensee shall have the right to appeal to Ridgway Town. An appeal must be appropriately filed with thirty (30) after receipt of the notice of the determination of a violation or change of license status due to the suspension or revocation. The appellant shall bear the burden of proof.

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

Section **. **Codification of Amendments.** The Town Clerk, as the codifier of the Town's Municipal Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance with the Ridgway Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulation adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section *** **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 severable. The Ridgway 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 'Page 2 or 3 '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 Ridgway Town.

Section ****. **Effective date.** This Ordinance shall take effect thirty (3) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.

Section ***** **Safety Clause and Authority.** The Ridgway 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 Ridgway Town Council further determines that the Ordinance bears rational relation to the proper legislative object sought to be obtained.

Section ****** **Publication.** The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

AGENDA ITEM #8



То:	Town of Ridgway Town Council		
Cc:	Preston Neill, Ridgway Town Manager		
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner		
Date:	February 3, 2023		
Subject:	Plat Amendment for 702, 704, and 706 N. Laura Street for the February 8^{th} Town Council meeting.		
APPLICATION IN	APPLICATION INFORMATION		
Request:	Approval of a plat amendment for the Amended Plat of Lot 15, Parkside Subdivision. (Sec. 7-4-5(C) of the RMC)		
Legal:	Lot 15, Parkside Subdivision		
Address:	702, 704, and 706 N. Laura Street, Ridgway CO 81432		
General Location	North of N. Railroad Avenue and east of and adjacent to N. Laura Street		
Parcel #:	430508414015		
Zone District:	R Low Density Residential District		
Current Use:	Three single-family attached townhomes (triplex)		
Applicant:	Amanda Gerhardt, Executive Director of Habitat for Humanity of the San Juans		
Owner:	Habitat for Humanity of the San Juans		

PROJECT REVIEW

BACKGROUND

The parcel was originally platted as Parkside Subdivision (Rec. #197315). This plat created 23 residential lots and one open space tract. Six of the lots created were noted as allowing two or three singlefamily equivalents. A notation on Lot 15 states "3 Single Family Equivalents". This note is meant to allow up to three single family dwelling units on the parcel. The zoning district, R Low Density Residential, does not allow more than two dwelling units as a use by right and three units is a Conditional Use Permit. Therefore, the intent of this statement was to allow three units on this one parcel.



Figure 1. Zoning and property location

Lot 15 is bordered on two sides by streets; Laura Street to the west and North Railroad Street to the south. Furthermore, there is a drainage and utility easement (Rec. #197315) overlaying the southern 50' of this lot, and a utility and drainage easement (Rec. #197315) along the eastern ten feet of the lot.

Lot 15 has a total lot area of 21,529 square feet (0.494 ac.). The minimum lot size for the R District is 6,000 square feet for single family and duplex uses and 10,000 square feet for all other uses.

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The applicant received a building permit in 2020 (BP2020-038) for three single-family dwelling units, a triplex, on Lot 15. The project has been under construction since the permit was issued and is nearing completion. The owner would like to create three separate parcels to allow each Townhouse unit to be sold separately. Therefore, a plat amendment is needed to create three separate parcels. Additionally, since the R Zone District has minimum side setbacks, and no provisions to allow for a townhome lot, variances for reduced minimum side setbacks would be needed to allow for zero-foot setbacks along the interior property lines dividing the dwelling units.

Additionally, Note 6 of Parkside Subdivision states Lot 15 as having affordable housing provisions and requiring three single-family dwelling units. Habitat for Humanity, to the Town's knowledge at this time, is in compliance with these provisions.

Furthermore, Plat Note 7 of Parkside Subdivision, as amended by Amendment 1 to the Parkside Subdivision, Reception #221300, clarified that ADUs are not allowed on Lot 15 and that three units are required. The note further explains that no occupancy permit shall be issued unless all three units are under construction. Again, the provisions of the amended note 7 are complied with by the application and the owner.

<u>Side Setback Variances</u>: On January 10, 2023, the Planning Commission granted variances for the three proposed lots to allow reduced setbacks for the attached units.

Variance #1 -Lot 15A: Planning Commission approved an 8-foot variance to allow a zero-foot side setback on the south property line for Lot 15A, Amended Plat of Lot 15 Parkside Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21 of the RMC have been met and with the following conditions:

- 1) Address all comments in the Planning Review Comment Letter dated January 6, 2023, to the satisfaction of Town Staff prior to the Amended Plat being recorded with the Ouray County Clerk and Recorder.
- 2) The Ridgway Town Council approves the Amended Plat of Lot 15, Parkside Subdivision.

Variance #2 -Lot 15B: Planning Commission approved an 8-foot variance to allow a zero-foot side setback on the north and south property lines for Lot 15B, Amended Plat of Lot 15 Parkside Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21 of the RMC have been met and with the following conditions:

- 1) Address all comments in the Planning Review Comment Letter dated January 6, 2023, to the satisfaction of Town Staff prior to the Amended Plat being recorded with the Ouray County Clerk and Recorder.
- 2) The Ridgway Town Council approves the Amended Plat of Lot 15, Parkside Subdivision.

Variance #3 -Lot 15C: Planning Commission approved an 8-foot variance to allow a zero-foot side setback on the north property lines for Lot 15C, Amended Plat of Lot 15 Parkside Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21 of the RMC have been met and with the following conditions:

1) Address all comments in the Planning Review Comment Letter dated January 6, 2023, to the satisfaction of Town Staff prior to the Amended Plat being recorded with the Ouray County Clerk and Recorder.

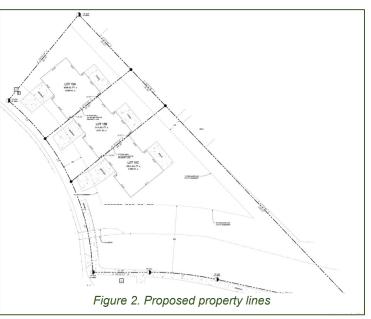


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2) The Ridgway Town Council approves the Amended Plat of Lot 15, Parkside Subdivision.

REQUESTS

The applicant wishes to further subdivide Lot 15, Parkside Subdivision, into three separate lots so each of the three units permitted on the Lot 15 pursuant to Note 7 may be sold separately. The three townhome units have already been permitted and constructed, and this request is to create a townhome plat that allows each unit, and the associated real property of the lot, to be sold individually.



NOTICES AND PUBLIC COMMENTS

The applicant has submitted a hearing application, associated fees, final plat materials, and other required support materials for this public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with RMC §7-3-23(D).

Property owners directly to the west of this property have reached out to Town staff to inquiry into the applications. During a conversation with a neighbor, Karen Day, it was mentioned that the property owners were installing a privacy fence across the drainage easement to the east of Lot 15 (west of Ms. Day's home). The concern of impeding water flows in the drainage easement was discussed. <u>NOTE:</u> To address this concern, staff has made a comment in the review letter that no fence can be constructed to impede the flow of the drainage easement. Furthermore, staff is requesting, in the review letter, that a note be placed on the plat stating that the follow of any drainage easement shall not be impeded by any construction, installation, or improvement.

CODE REQUIREMENTS

RMC §7-4-10 REPLATS AND AMENDED PLATS

(B) Amended plats of subdivision plats previously approved by the Town, or parts of such plats, which do not make or require a material change in the extent, location, or type of public improvements and easements provided, and are consistent with the Design Standards of these Regulations may be submitted, approved and recorded in accordance with the provisions of this Subsection in lieu of other procedures provided for subdivision by these regulations, if all required improvements are in and available to serve each lot.

RMC §7-4-5(C) FINAL PLAT:

RMC §7-4-5(C)(8)(b): The Town Council shall determine the following are met in order to recommend approval, with or without conditions, of the replat to the Town Council:



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- (i) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the Subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;
- *(ii)* Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (iii) Payment of all costs due to date pursuant to 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.

ANALYSIS

2019 MASTER PLAN & FUTURE LAND USE PLAN

This parcel is identified as *Single-Family Neighborhood* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns:

Maximum Density / Height	2 to 8 du/ac; 2.5 stories	
Primary Uses:	Single-family homes and duplexes.	
Supporting Uses	Parks and recreational facilities, community gardens, and civic and government facilities. Accessory dwellings where permitted.	
 Single-Family Neighborhoods are made up primarily of singl homes, with a small number of duplexes and smaller multibuilding mixed in, oftentimes near transitions between diffe uses. Accessory dwelling units are encouraged where permit The neighborhoods should incorporate open space into the design to provide recreational opportunities to residents and preserve wildlife habitat or environmentally sensitive lands. While streets may not follow a grid pattern, connections to adjacent developments or areas should be provided for ped and bicyclists to promote walkability. 		

This property and abutting properties on the north, east, and west are designated as Single-Family Neighborhood on the Future Land Use Plan. Property to the south is designated Employment.

The requests are in general conformance with the recommendations, goals, and policies of the 2019 Master Plan. Below are some highlights:

- <u>Policy COM-1.1: Workforce Housing</u>: Partner with surrounding jurisdictions to provide housing for those employees working in Ouray County.
- <u>Policy COM-1.2: Private Sector Responsibilities:</u> Acknowledge the role of the private sector (and nonprivates) as a necessary partner in addressing the community's affordable and workforce housing needs.



Figure 3. Future Land Use Plan



Town of Ridgway Habitat For Humanity Plat Amendment & Variances February 3, 2023 Page 5 of 9

- <u>Policy COM-1.3: Public-Private Partnerships:</u> Explore opportunities to partner with private and non-profit developers on the construction of affordable and workforce housing.
- <u>Goal COM-2</u>: Encourage a diversity of housing options that meet the needs of residents.
- <u>Policy Com-2.1: Diversity of Housing Types:</u> Encourage the development of a variety of housing sizes, types, tenure types, densities, and prices.
- <u>Policy COM-2.2: Housing Options:</u> Support the development of a range of housing options in Ridgway, including but not limited to townhomes.
- <u>Policy COM-2.3: Resident-Occupied Housing</u>: Support strategies that maintain residentoccupied housing in Ridgway.
- GOAL CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.
- <u>Policy CHR-1.1: Neighborhood Character</u>: Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design.
- <u>Policy CHR-1.2: Neighborhood Walkability and Bikeability</u>: Enhance walkability and bikeability within existing neighborhoods and between other areas of town.
- GOAL GRO-1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.
- <u>Policy GRO-1.1: Directed Growth:</u> Direct growth to occur in a concentric fashion from the core outward, in order to promote efficient and sustainable Town services, strengthen the Historic Town Core and existing neighborhoods, and preserve the rural character of the surrounding landscape.
- <u>Policy GRO-1.4: Underutilized Areas</u>: Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of or underutilized parcels or structures in the Historic Town Core of other areas where infrastructure and services are already in place.
- <u>Policy GRO-1.5: Design of New Development</u>: Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood.
- <u>Policy GRO-1.7: Transitions</u>: Ensure smooth transitions and/or compatibility between distinct land uses.
- <u>Goal GRO-2</u>: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of resident's and businesses as the town grows.
- <u>Policy GRO-2.2: Adequate Public Facilities:</u> Proposed development should demonstrate that town facilities and infrastructure have the capacity to serve the development.
- <u>Policy GRO-4.7: Connectivity of New Development</u>: Encourage new development to connect to existing biking and pedestrian facilities throughout the town.

LAND USES

The property currently has a triplex. The triplex / townhouse is allowed by Conditional Use Permit in the R Low Density Residential District and since the plat notes explicitly allow for the development of Lot 15 with three dwelling units, the uses are permitted on this property.

DIMENSIONAL STANDARDS

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the R Low Density Residential District, the following standards apply to uses other than single-family and duplex uses. Therefore, the following apply to the overall lot:



Town of Ridgway Habitat For Humanity Plat Amendment & Variances February 3, 2023 Page 6 of 9

Standard	Requirement	Overall
Min. Lot Width	50′	145.63′
Min. Lot Size	10,000sf	21,529sf
Max. Lot Coverage	40% <i>(8,611.6sf)</i>	15.7% <i>(3,369.58sf)</i>
Min. Front Setback	15′	16.76′
Min. Rear Setback	8′	22.31′
Min. Side Setback	8′	NW: 8′ SE: 55′
Max. Side on Corner Lot	7.5′	N/A
Structure Height	27′	~24.5′

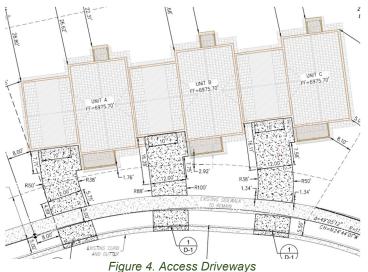
The following table shows the dimensional standards for the single family dwelling lots and how the proposed lots compare to those standards.

Standard	Boquiromont	Proposed				
Stanuaru	Requirement	Lot 15A	Lot 15B	Lot 15C		
Min. Lot Width	Overall width	39.22′	37.17′	69.28′		
Min. Lot Size	Overall area	3,839sf	3,114sf	15,514sf		
Max. Lot Coverage	50%	~29.8%	~36.7%	~7.4%		
Min. Front Setback	15′	N. Laura: 16.76'	N. Laura: 17.92'	N. Laura: 20'		
Min. Rear Setback	8′	22.31′	25.37′	28.36′		
Min. Side Setback	8′*	N: 8′ S: 0′*	N: 0′* S: 0′*	N: 0′* S: 55′		
Max. Side on Corner Lot	7.5′	N/A	N/A	55′		
Structure Height	27′	~24.5′	~24.5′	~24.5′		

*The Town of Ridgway Planning Commission approved variances to reduce some side setbacks to 0'.

ACCESS & PARKING

All three townhome lots will have direct access via individual private driveways onto N. Laura Street. Each unit has a garage and room for at least one parking space in the driveway, not impeding the sidewalk. The RMC requires 2 spaces per single-family or duplex unit and 1 space per each other type of dwelling unit, therefore, this project provides the minimum required off-street parking.





Town of Ridgway Habitat For Humanity Plat Amendment & Variances February 3, 2023 Page 7 of 9

Utilities

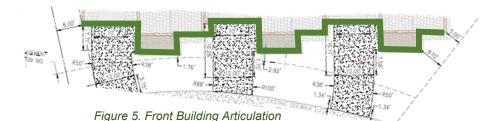
No proposed changes to existing utilities have been proposed or are required by this request. All improvements are already in place.

ARCHITECTURAL REVIEW

Sec. 6-6-5 of the RMC sets forth architectural standards for residential uses. This project must meet the following standards:

(1) Provide relief and contrast to the building's front and side street elevations incorporating solids and voids to break up plain wall surfaces.

There are multiple relief and contrasts in the building's front elevation as shown in the image of the articulations and setbacks of the front façade.



(2) Provide variation of building mass and height, responding to the existing development context and adjacent zoning districts.

In addition to the articulations and setbacks in the front façade, the building massing is broken up with materials and additional features as indicated on the front elevations below.

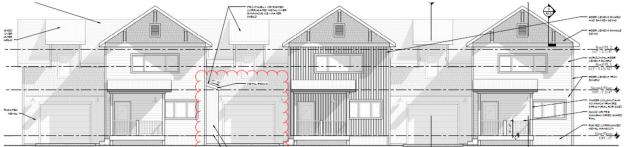


Figure 6. Front Elevation

(3) Garage doors shall not dominate the front elevation.

As can be seen in the elevation above, garage doors do 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.

The design elements of the front façade change for the middle unit to provide a change in elevation between the middle and end unit.



Town of Ridgway Habitat For Humanity Plat Amendment & Variances February 3, 2023 Page 8 of 9

LANDSCAPING

The applicant included the required landscape plan with the application materials. This project was permitted before the current landscape regulations. However, for purposes of understanding how the proposed landscaping plan fits with the regulations, the following table is provided:

	Lot 15A		Lot	Lot 15B		15C	Overall	
	Required	Provided	Required	Provided	Required	Provided	Overall	
Lot Size	3,83	39sf	3,11	L4sf	15,5	14sf	22,467sf	
Min. Req. Landscape Area (50%)	1,919.5sf	Unknown*	1,557sf	Unknown*	7,757sf	Unknown*	11,233.5sf	
Min. % Live ground cover (20%)	384sf	Unknown*	312sf	Unknown*	1,552sf	Unknown*	2,246.7sf	
Min. % non-live ground cover (30%)	576sf	Unknown*	468sf	Unknown*	2,322sf	Unknown*	3,370sf	
Min. # of Trees (1 per 2,000sf)	1	3	1	1	4	7	6	
Min. # of Shrubs (1 per 3,000sf)	1	10	1	11	3	20	4	
Front Yard Landscaping (25%)	480sf	Unknown*	390sf	Unknown*	1,940sf	Unknown*	2,809sf	

* These calculations are unknown because the project was originally developed and submitted under the previous landscape regulations and with the recent updates to the standards, these calculations were needed.

All in all, following the review of the submitted landscaping plan, it does appear to meet the intent of the landscape regulations and the RMC, therefore, staff is supportive of the landscape plan as submitted with a few recommendations to ensure no turf is being used and that the minimum non-live ground cover is being provided. These are mentioned in the attached comment letter and can be discussed further with the applicant and Planning Commission, if needed.

PLANNING COMMISSION RECOMMENDATION

At their meeting on January 10, 2023, the Town of Ridgway Planning Commission considered the plat amendment. Following a staff presentation, public input, and deliberation, the Planning Commission unanimously recommended approval of the plat amendment to the Town Council with the following condition:

1) Address all comments in the Planning Review Comment Letter dated January 6, 2023.

STAFF RECOMMENDATION

Following a review of the application materials against the applicable RMC requirements, staff recommends approval of the amended plat with one condition. The recommended motion with alternatives is provided in the next section of the staff report.

RECOMMENDED MOTIONS – PLAT AMENDMENT

"I move to approve the Amended Plat of Lot 15 Parkside Subdivision finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met and with the following condition:

1) Address all comments in the Planning Review Comment Letter dated January 6, 2023.

Alternative Motion:



Town of Ridgway Habitat For Humanity Plat Amendment & Variances February 3, 2023 Page 9 of 9

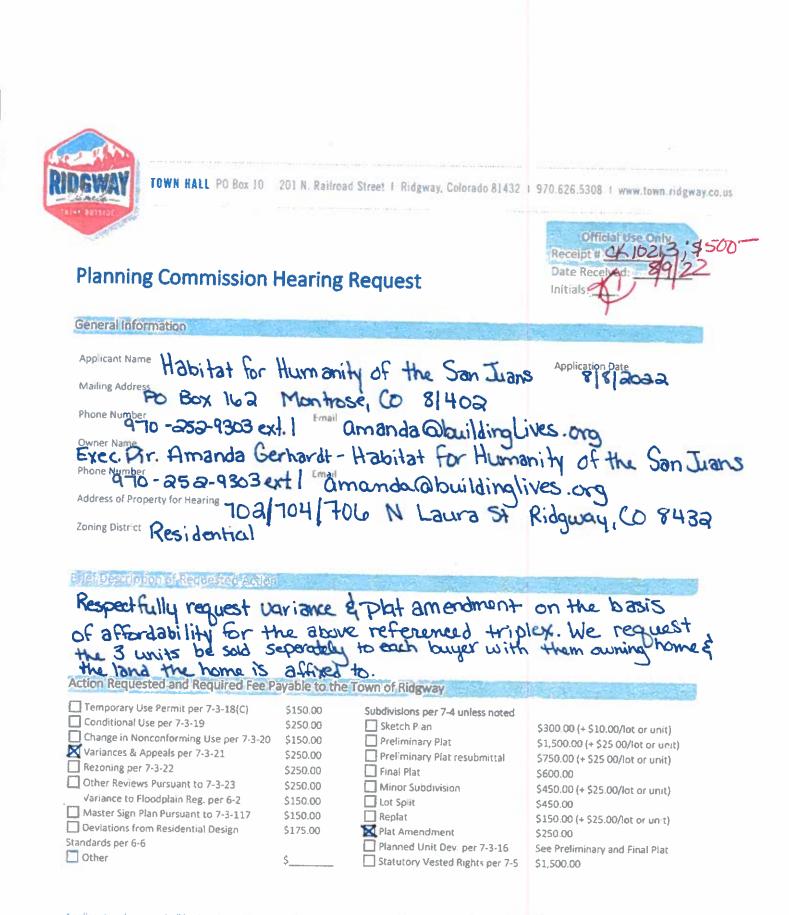
``I move to deny the Amended Plat of Lot 15 Parkside Subdivision finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met:

- 1) The plat amendment is not substantially consistent with the preliminary plat as approved.
- The plat amendment does not contain all the required information listed in Section 7-4-5(C)(3)
- 3) The plat amendment does not conform to the R Low Density Residential District uses and standards.

ATTACHMENTS

- 1. Application and Support Materials
- 2. Planning Review Comment Letter Dated January 6, 2023





Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats

1



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

Attachments Required

For All Applications

K Evidence of ownership or written notarized consent of legal owner(s).

🔯 Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site plans, and/or arch tectural drawings drawn to scale.

For Conditional Uses

The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non conformity

For Variances

🔀 The site plan shall show the details of the variance request and existing uses w thin 100 ft. of property

For Rezonings

Legal description, current zoning, and requested zoning of property

For Subdivisions

All requirements established by Municipal Code Section 7-4

Sketch plan submitta s shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered

Pretiminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Comm ssion hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Applicant Signature

Owner Signature

8/8/2022 Date

2



10.00

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

TOWN OF RIDGWAY, COLORADO ACKNOWLEDGMENT OF FEES AND COSTS

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

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

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

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

Acknowledged this _8th day of _August

APPLICANT.

er hord authorized signer Amanda (print name)

PROPERTY OWNER:

Gerhardt authorized signer Amanda (print name)

Property Reports -	Review all Informat	lion	http	s://dola.colorado	.gov/dpt_exem	10.41	View.js
					2-1	122	
15-DPT-EX Form 970-C Rev 01/06			State of Colorado Department of Local Affeirs Division of Property Teleston			Phone 303	CO 80203
			2020 PT PROPERTY REPO HOOLS/CHARITABLE		#: #:		8-01052 01 9414015 Ourley
Filing Fee If Submitted Too	day:\$75.00		. <u> </u>				
forfeited if the annual report	before 04/15/2020 a filing fee of \$ is not filed by 07/01/2020 . To rega application after forfeiture, and w	iin the exemption from the forfe	iiture date, you will have to fil	e a new application and petil	tion the State Board of t	of \$250.00 Exemption will i qualization for a waiver of th	xe filing
PLEASE NOTE: There will the processing and merchan the transaction amount. To re-	be a processing fee added to the ful int fee for credit card transactions is reduce these processing fees on m te of Visa, Mastercard, and Americ	ing fee to cover the costs of ef s 2.25% on the total transaction ultiple reports, it is suggested t	ectronic processing. You hav amount plus an additional \$	e the option of using a credit 0,75. For eCheck transaction	card (Vise, Mastercard, is, the merchant and pro	cessing tee is \$1.00, regard	7055 QT
1, Owner's Name and Mall	ing Address:						
	formation:		Currently:		Chang	e To:	
Name of Owner:		HABITAT FOR HUMANITY (OF THE SAN JUANS				
Address 2:		PO BOX 162 1601 N TOWNSEND AVE					
Owner's Address:		MONTROSE					
City State:		CO					
Zip Code:		81402-0162					
t Loui Presiden and F	Imanda Location					·····	
3. Legal Description and P					Chang	To-	
	formation:	SUBD: PARKSIDE SUBDIVI	Currently: SION LOT: 15 AEEORDABLE	F HOUSING S	Count	te sot.	
Legal Description;		9 T: 45 R: 9					
Address:		400 N LAURA ST, RIDGWAY	ť				
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Estimated Land Value:				\$90,000.00			
Estimated Buildings Valu	3 8 1						SO 00
Estimated Personal Prop	. Value:						\$0.00
5. Contact Information for	r Organization:						
Name:	Dwane Reed						
Daytime Phone Number:	9702529303						
Email Address:	dwane@buildinglives.org						
6. Is "Charitable NON-RE!	SIDENTIAL purposes" an accura	te depiction of the primary u	se of this property?				No
Explanation of why the at Affordable houseing for low	oove description is not an accura I income	ate depiction of this property	:				
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Total Square Footage of Improvements (buildings) on this parcel:

1 of 1

3/12/2020, 2:17 PM

10213 RECEIPT DATE. 0 8 22 No. 655783 Payment 500.00 500.00 N.H. 0 Sa \$500.00 RECEIVED FROM. ions we 8 end Λ 0 2 th DOLLARS ¥ Marin at d nend CASH ACCOUNT CHECK # 1021 PAYMENT FROM_ MONEY ORDER OCREDIT CARD TO BAL. DUE BY 3-11

2UIV









We build strength, stability, self-reliance *and* shelter.

11/04/2022

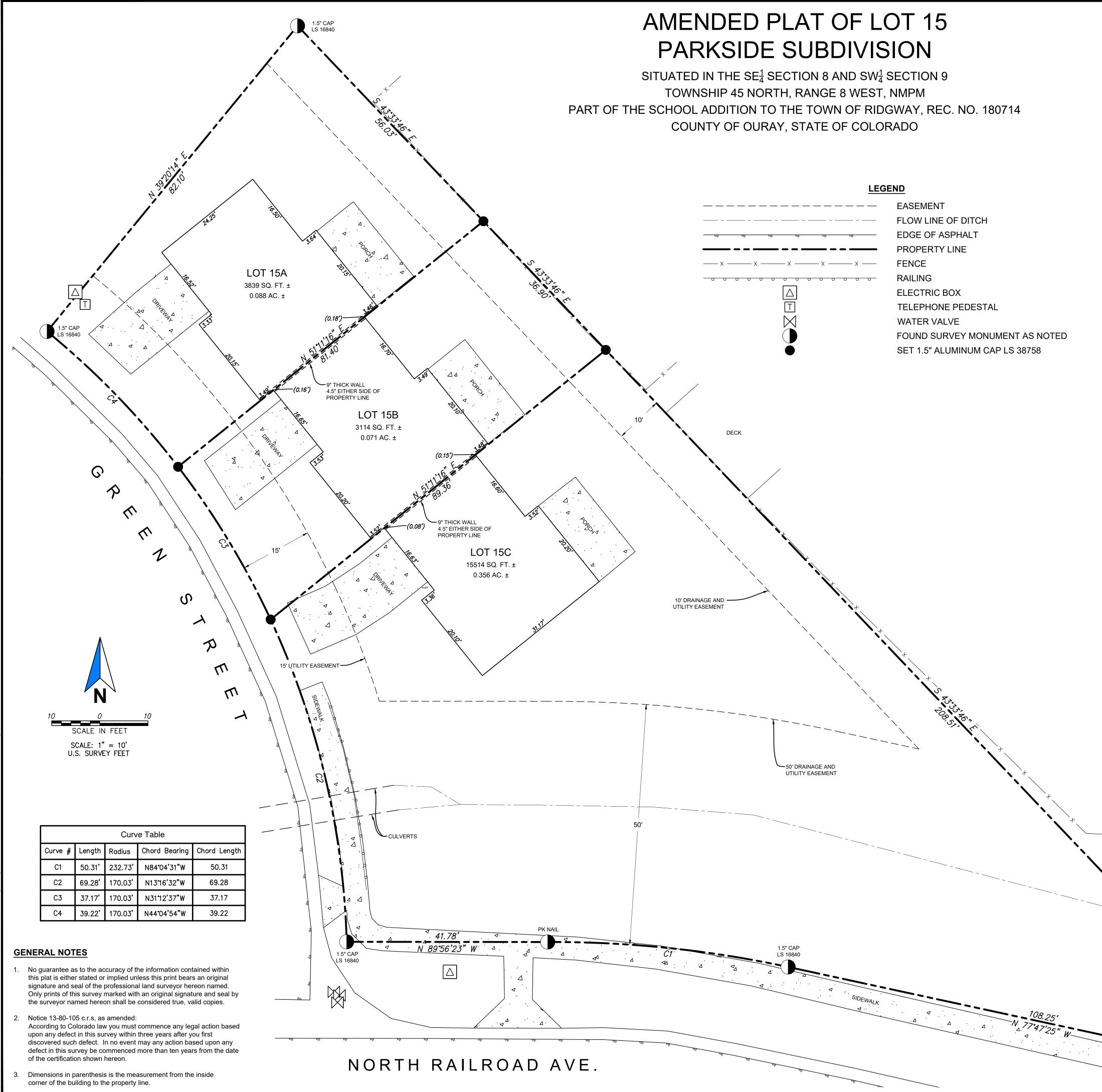
Attention: Town of Ridgway, Planning Commission Amended Letter

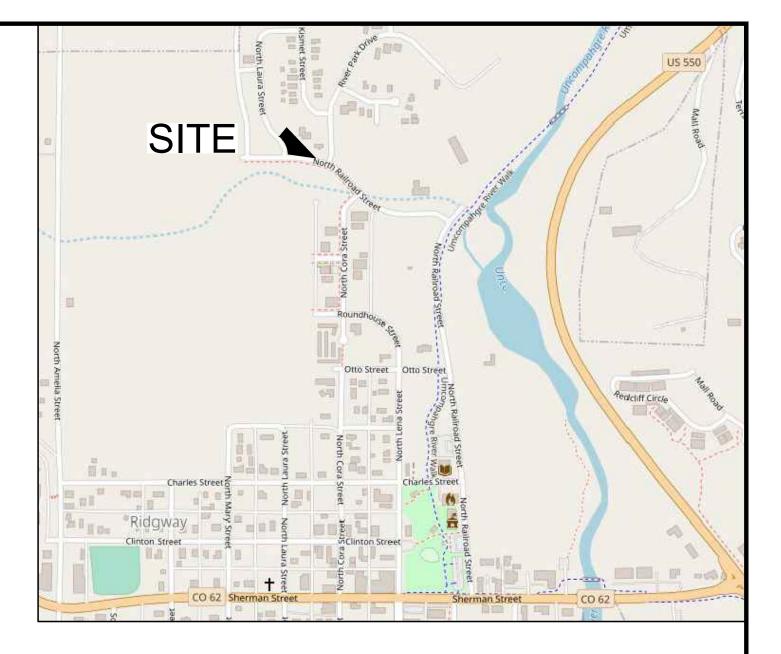
Habitat for Humanity of the San Juans (HFHSJ) respectfully requests an informal sketch plan review as part of our process for the requested hearing for variance and plot amendment for our current triplex project located at 702, 704, & 706 N. Laura St for a total of 3 proposed dwellings on the basis of affordability. Our variance request is centered on the fact that our middle unit within the Triplex is 0 feet from the two end units. This was done on the basis of affordability to keep costs reasonable as we work to bring these units on to the affordable housing stock leading to the reason why we are requesting this variance.

Attached is the required information for this request. Please do not hesitate to contact us with any questions or additional information needed to complete this request. Thank you for your time and consideration in this matter.

Best Regards,

Amanda Gerhardt, M.B.A. Executive Director Habitat for Humanity of the San Juans 970-252-9303 ext. 1





CERTIFICATE OF OWNERSHIP DEDICATION

Known all persons by these presents that we, the undersigned being the owners of certain lands in Ouray County, Colorado, described as Lot 15, Parkside Subdivision, Ouray County, Colorado, have caused same to be laid out and platted as shown on this plat under the name and style of Amended Plat of Lot 15 Parkside Subdivision.

Executed this	day of		2022	
Owner: Habitat for Humanity of	of the San Juans			
Ву:			Date:	
Printed Name:				
Title:				
STATE OF COLORADO)			
) ss. COUNTY OF)			
The foregoing Owner Certifica	ate was acknowledged before me	this day	/ of	, A.D. 2022,
by	as th	e		of Habitat for Humanity of the San Juans
Witness my hand and official	seal.			
			My Commision Exp	ires:

Notary Public

SURVEYOR'S CERTIFICATE

I, Jeremiah D. Harness, a Registered Land Surveyor in the State of Colorado, hereby certify that this Amended Plat of Lot 15 Parkside Subdivision was prepared under my direction and supervision and that said survey is accurate to the best of my knowledge, conforms to all the requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown. There are no roads, pipelines, irrigation ditches or other easements or rights- of-way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown.

Jeremiah D. Harness Colorado Registered Lan Registration No. 38758 Date:	d Surveyor				
	RECORDER'S CERTIFICAT	<u>E</u>			
	This Amended plat of Lot 15 Parkside Su	ıbdivision was file	d for record in the	office of the Clerk and Recorder of Oura	y County at
<	m. on the day of		, 20		
	Reception No		by		
	County Clerk & Recorder	,	Deputy		
		PART	PAR SITUATED TOWNS	NDED PLAT OF LOT 1 KSIDE SUBDIVISION IN THE SE ¹ / ₄ SECTION 8 AND SW ¹ / ₄ SECTIO SHIP 45 NORTH, RANGE 8 WEST, NMPM ADDITION TO THE TOWN OF RIDGWAY, F ITY OF OURAY, STATE OF COLORADO	N 9
		PLAT DATE: PROJ. #	11/03/2022 22-201-SUR		V
		CAD FILE: 22-20	1-SUR LOT15 SIDE SUB.dwg	ENGINEERING	
		DRAFTER:	JDH	jrease@buckhornengineering.com	South Park Avenue
		FEILD DATE:	10/18/2022	Montre	ose, Colorado 81401
4	1.5" CAP LS 16840	FIELD CREW: AREA:	JDH 1.31 ACRES	CLIENT:	970-249-6828 DRAWING NUMBER
		CLOSURE:	CLOSURE	HABITAT FOR HUMANITY OF THE SAN JUANS	V-1 1 OF 1

Energy Usage Notes

Item	Insulation Value	Total Value	Project: Hal				
Frame walls and rim joist	R 21	R 24	Project Loc Owner: Hal				
Window in Frame Walls and Basement	Low-E double glazed - 0.35	Low-E double glazed - 0.35 max U-value					
Doors in Frame Walls and Basement	R 2.86		Owner Add				
Ceilings or Rafters	R 49 or R38 with 12" energ	y heel (cellulose or fiberglass)	Project Des				
Air Infiltration	Prescriptive Air Sealing						
Walls to Garage or Unheated Buffer Spaces	R 19	R 21	Applicable (
Heated Basement Areas	R 19		Internationa				
Basement Window to Floor Area	10 % max		Internationa				
Floors over Unheated Spaces	R 30		Internationa				
Floors over Unvented Spaces with insulated walls	None		Internationa				
Crawl Space Walls (unvented)	R 21		Internationa				
Cantilever Floors	R 38	R40	National El				
Slabs in Heated Areas (except garages)	R 10		Town of Ri				
Heat in the slab/Slab edges with heat in slab	R 10/R15						
Exposed slab edges	R 7.5 - R 10						
Slabs in Unheated Area	0		Jurisdiction				
Space Heating System Performance			NAME: To				
Gas furnaces/Gas Boiler:	\geq 90% AFUE Note: Habita	t housing must comply with Energy Star standards	ADDRESS:				
Dedicated Snow Melt systems:	≥ 90% AFUE	8 I J I S	BUILDING				
Ducts: Inside envelope, outside conditioned space	R5		PHONE #:				
Outside building envelope	R8						
Gas Log Sets in Masonry Fireplaces		side combustion air or automatic	Fire Suppre				
	0 0		Sprinklered				
Gas Water Heater Performance:	flue damper as approved by the Building Department .60 energy factor Note: Habitat housing must comply with Energy Star standards						
Water heating Piping	Heat traps		Building Co				
Setback Thermostat (programmable)	Required (except for in-floo	or heat)	Type VB				
Notes:			Occupancy				

The R values given above are the total R values. The R values of different materials are added together including air films, air spaces and building materials. The R value is reduced by the effects of thermal bridging through framing. For instance, unless special methods or rigid insulation sheathing are used, the R value for walls must be decreased due to thermal bridging. Multiply the R value of ceilings at the depth of the framing members by .94 and the wall by .87.

Green Building Standards

- Exterior air-infiltration barrier
- Foam sill sealer beneath sill plates Energy heels on all roof trusses (12" min. when using fiberglass or cellulose, 7" min. when spray foam is applied.
- Timers or motion sensors for bath and laundry exhaust fans
- Formaldehyde free insulation Insulating blankets required for hot water heaters. unless the storage tank already has a high R-value (at least R-24). Insulating •
- blankets should be R-11 minimum.
- No hot air ducts allowed in exterior walls unless a minimum of R-10 insulation is installed on the exterior side of the duct. The insulation must be installed in an air tight manner
- Carbon monoxide (hard-wired) detectors required near the door betweend the residence and the garage (if there is an attached garage) and near the mechanical room. Must be installed per manufacturer's installation instructions
- Attached garages must be isolated from the dwelling with extensive air-sealing practices Insulated headers, min R-10, wherever possible. Steel headers must be provided with insulation on both the exterior & interior
- sides of the steel. All hot water re-circulation systems must be provided with a timer or an aquastat and manual on/off switch. Piping must be insulated (1/2)" thick wall foam insulation minimum or equivalent)
- Hot water piping in unconditioned spaces requires R-6 insulation (boilers and domestic water)
- All asphalt shingle roofing shall have a minimum 30 year advertised lifespan and be installed according to that criteria. All low • slope roofs (less than 3 inches vertical and 12 inches horizontal) including thermoset, thermoplastic, modified asphalt and asphalt built-up roofing applications, shall be a minimum 20 year advertised installation standard and completely installed under that criteria. All metal-sheet roofing shall have a minimum 24 gaugr for bare sheet products or metal of 26 gauge for surface protected metal and 26 gauge for shingle products. Other roofing materials approved by the International Code Council with a minimum 30 year Manufacturer's Replacement Warranty installed according to the approved recommendation may be accepted in lieu of these requirements. (Ord 5-2012)
- Return air ducts are required (panned framing cavities are prohibited)
- Class C or F fly ash concrete must be used in all cement mixes, excluding garages an exterior uses Range hoods are required and must be ducted to exterior, unless allowed an exemption by the building department under
- certain design conditions Paper covered gypsum board must be raised 1/2 inch above concrete slabs.
- 3 stud exterior corners must be capable of being insulated.
- Ladder-backed framing or alternate must be at all partition wall connections.
- Exterior walls of fireplaces shall comply with minimum wall R-value, R-21 • All bath or shower rooms shall have an exhaust fan ducted to outside Skylight shafts and knee walls must be air sealed and • insulated to the same level as the exterior walls. Insulation on attic knee walls of skylight shafts shall be encapsulated on all 6 sides of the enclosure
- Insulate under and around bathtubs must be to prescriptive code requirements.
- Openings to unconditioned space must be fully sealed.
- Crawlspace wall insulation must be permanently attached to the walls. Exposed earth in crawlspaces must be covered with • continuous vapor retarder with overlapping joints taped or sealed with mastic.
- Windows & Doors: Caulking, gasketing, adhesive flashing tape, foam sealant, or weather-stripping must be installed forming a complete air barrier.
- Band/rim joists must be insulated and air sealed.
- Recessed light fixtures must be "Air-Tight" I.C. rated in all building envelope ceilings. 4"minimum depth of insulation must be • maintained between the light fixture and exterior sheathing. Recessed light fixtures are strongly recommended to be "Air-Tight" I.C. rated for interior ceilings to improve air quality and to reduce airflow through the building envelope. Recessed step lights are not permitted in exterior building walls, except where fully encased in stone or concrete, or with •
- sufficient remaining wall insulation to maintain the required wall R-value
- A functioning passive or active radon mitigation system shall be installed in all new structures Zero/Low VOC finishes (paint, flooring, cabinetry, etc.) are strongly encouraged. VOC Homeowner awareness sheet must be •
- signed by the Homeowner and included in sale of home documents
- Ground Snowmelt System Requirements:
- a. Snow-melt areas must not exceed 1000 sq. ft. Increase is allowed for demonstrated genuine safety issues or if the structure achieves a 50 or less HERS rating, 30% more free snow-melt area is allowed. Requests for greater than 1000 sq. ft. of snow melt may be considered at the discretion of the Building Official if energy used for the system comes from on-site renewable energy sources
- b. Electric snowmelt is not permitted
- c. Snowmelt systems must include both moisture and temperature sensors to control snowmelt operation d. Idling snowmelt systems are not permitted
- e. Under the slab insulation of at least R-10 is required
- Space heating and cooling system equipment shall be sized according to heating and cooling loads calculated using the latest versions of ACCA Manuals J and S, ASHRAE 2001 Handbook of Fundamentals, or an equivalent computation procedure. Applicable also to additions and renovations where new HVAC equipment is installed
- Duct system is sized, designed, and installed according to ACCA manual D or equivalent
- Ducts are sealed with UL 181 tape, low-toxic mastic (FDA, USDA, & EPA-approved), gaskets, or an approved system as •
- required by the IRC (Section M1601.3.1) or IMC (Section 603.9) to reduce leakage Ducts external to conditioned airspace (i.e. through crawlspace or attics) must have insulation R-8 or greater
- All furnace ducts must be air tight and sealed with commercial grade mastic and fiberglass mesh. Ducts are to be sealed • substantially airtight with tapes (not duct tape) mastics or gasketing. Fiberglass ducts that expose fibers to the air stream are not
- permitted Multi-boiler systems must be provided with a staging device and outdoor reset
- Programmable digital thermostats required
- Windows must demonstrate 0.3 cfm per sq. ft. maximum allowable air leakage
- Note: Tight home construction requires a source of ventilation air supply; ANSI/ASHRAE Standard 62.2 2007 ("Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings") is the national ventilation standard. It is highly recommended that an Energy Recovery Ventilator (ERV) or Heat Recovery Ventilator (HRV) be installed to in all residences

7. 8. 9. 10. 11.

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Code Notes

Project: Habitat For Humanity Triplex Project Location: N. Laura St., Ridgway, CO 81432 Owner: Habitat For Humanity of the San Juans Owner Addresss: 1601 N. Townsend Ave, Montrose, CO 81401 Project Description / Scope: Project will consist of (3) 1985 s.f. single family homes.

Applicable Codes: International Building Code (IBC) 2006 Ed. International Mechanical Code (IMC) 2006 Ed.

International Plumbing Code (IMP) 2006 Ed.

International Energy Conservation Code (IECC) 2006 Ed. International Fire Code (IFC) 2006 Ed.

National Electric Code (NEC) Current Edition Fown of Ridgway Prescriptive Energy Code and Green Building Standardd

urisdictional Building Department: NAME: Town of Ridgway ADDRESS: N. Laura St, Ridgway, CO

BUILDING OFFICIAL: Mike Gill PHONE #:970-626-5308 x216

Fire Suppression prinklered Buildings

Building Construction Type

Occupancy Classification

Type R3

Climatic and Geographic Design Criteria

Climate Zone: 6 Ground Snow Load: 65 Lbs/Sq. Ft.

Wind Speed: 90 mph, 3 second gusts Seismic Design Category: C

Weathering: Severe Frost Line Depth: 40 inches

Termite: Slight Decay: Slight

Winter Design Temperature: -16 degrees F

Ice Shield: Yes Flood Hazards: Ridgway Municipal Code Subsection 6-2-6 Air Freezing Index: 3000 (BF/days)

Mean Annual Temperature: 43 degrees F

General Notes

DO NOT SCALE THESE DRAWINGS. Verify all dimensions and conditions. Any variation shall be brought to the attention of the architect and designer.

Dimensions and conditions at the job site shall be verified by all contractors. It is the responsibility of the contractor to examine the existing conditions prior to submitting bids to the owner since proposals must take into consideration all such conditions which may affect the work. Discrepancies in the drawings or between the drawings and actual field conditions shall be reported to the architect. Corrected drawings or instructions shall be issued by the architect prior to the commencement of the work.

This project shall comply with applicable local building codes. In the absence of any governing building code, this project will comply with IBC 2003. It is the responsibility of anyone supplying labor, materials, or both to bring to the attention of the architect any discrepancies or conflicts between requirements of these codes and the drawings.

All dimensions are to face of foundation or wood frame studs or centerline of column or rough opening unl noted. Rough openings not dimensioned can be assumed to be centered in the wall or set at minimum jamb width $(4 \ 1/2")$ minimum, 6" preferred). Refer to window/door schedule for door and window rough opening sizes. General Contractor to refer to subdivision plans for specific utility easements and other pertinent information.

General Contractor to coordinate and field verify utility connections, their routing, depth, meter locations and other associated items. General Contractor to coordinate top of foundation wall elevations with information indicated in these plans and with final

Unless otherwise noted on the site/grading plan, provide positive drainage away from the foundation. All site grading should blend naturally with existing grades using a maximum slope of 2:1. The fill slope at the lower level of the building

will need to have a grade not exceeding 2:1 slope. The contractors shall provide the designer, architect and owner with a list of heating, cooling, water heater and lighting systems or solar devices installed in the building and instructions on how to use and maintain them efficiently. All warranties of all materials and equipment are to be delivered to the owner at completion of construction. The details shown are intended to further illustrate the visual design concept and minimum weather protection for this project. The general contractor shall incorporate the requirements of the local building codes, structural considerations, trade association manuals, publications and recommendations, and the manufacturer's written instructions for complete construction details. All possible field conditions which may be encountered are not necessarily described. Field conditions encountered which require clarification shall be brought to the architect's and designer's attention.

Mechanical ventilation for toilet compartments, bathrooms, and laundry rooms shall be capable of providing 5 air changes per hour or per local building code. Exhaust vent for clothes dryer to be vented to the outside. The duct shall be per manufacturer's instructions.

Vent all exhaust fans to exterior. Provide rain caps and flashing as required.

Center toilets in the space provided or a minimum of 15" (18" preferred) from vertical surfaces at sides.

Door between R-3 and U-1 occupancies to be 1 3/8" solid core, self closing and tight fitting.

All surfaces in garage adjacent to habitable space to be insulated and finished with 5/8" type 'X' gypsum board from foundation to underside of roof sheathing. All beams, columns, and structural members to be wrapped with 5/8" type 'X' gypsum board.

All exterior doors leading to unheated areas to be weather-stripped and have thresholds. Flash all exterior openings, roof/wall intersections, valleys, and material transitions with metal flashing material. All

materials shall have a matte, non-reflective finish Egress windows to have a maximum sill height of 44", minimum vertical opening of 24", minimum horizontal opening of

20" and a minimum of 5-7 square feet of open area.

Tempered glazing is required at locations that meet all of the following criteria: Witihin a 24" arc of a door

Within 18" of a floor or tub deck

All shower and bathtub enclosures

Windows with an individual pane greater than 9 square feet

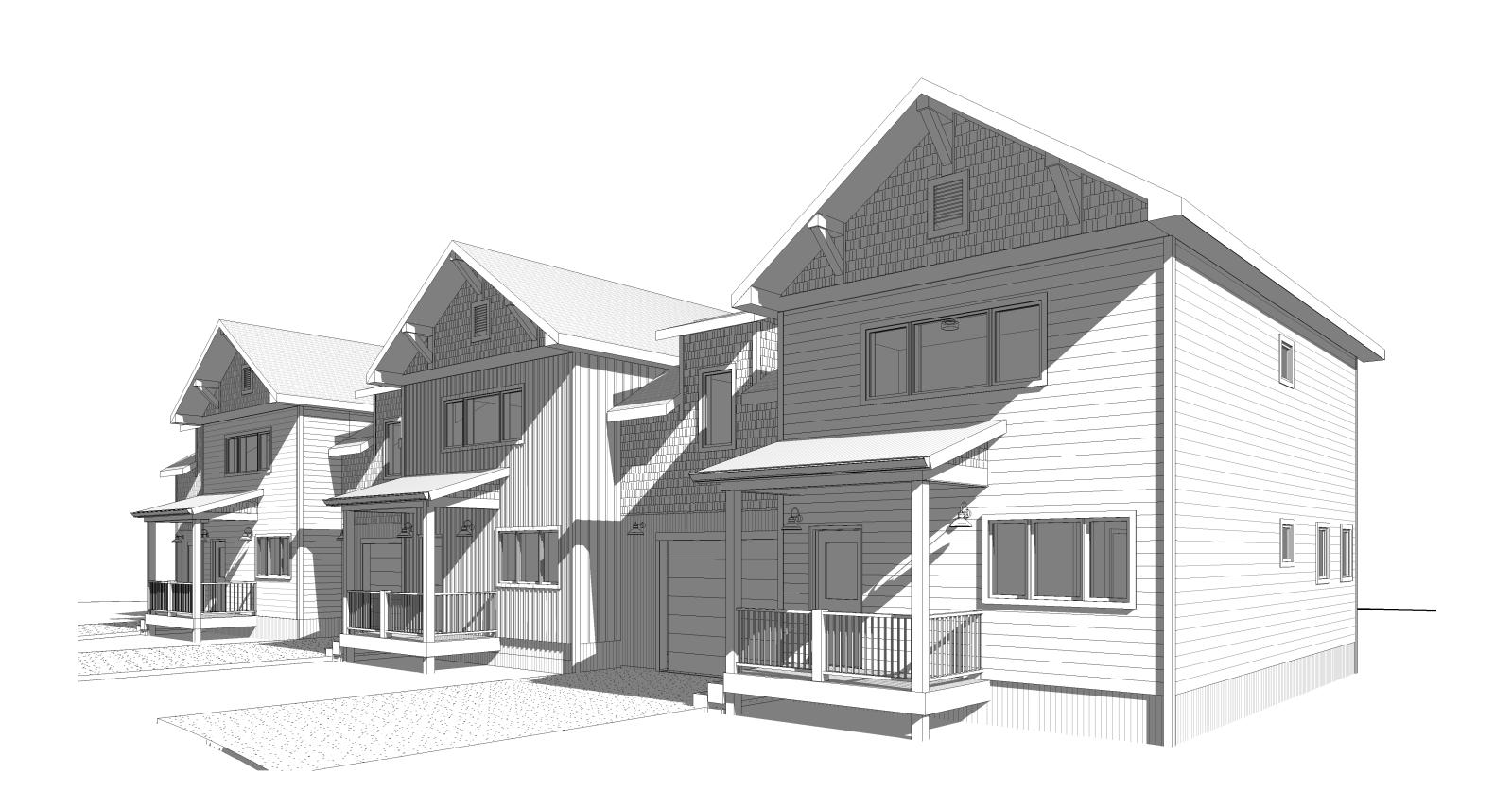
All wood in direct contact with concrete to be pressure treated or redwood or cedar, including posts and stairs. Provide water resistant gypsum board at walls in utility rooms and bathrooms that do not receive ceramic tile finish. All surfaces finished with ceramic tile to be backed with cement board.

Truss manufacturer to provide truss layout and profiles to the structural engineer and architect for review and coordination.

Such work shall be based on both the architectural and structural drawings. Dimensions shown for trusses on section sheets are to be used as general guides and shall be verified by the truss manufacturer.

Cabinet design and their related drawings are to be provided by others, Cabinets shown are provided to illustrate the intent of the overall design.

25. All plumbing fixtures must be low flow, per Town regulations. A copy of the manufacturer's specification sheet for each fixture type may be required by the building department for verification.





Bayport Collection Dark Sky 7 3/4" High Outdoor Wall Light Style # M5911

- 7 3/4" high x 7" wide. Extends 8" from the wall.
- · Bayport Collection outdoor wall light from Designers Fountain.
- · Bronze finish over cast aluminum construction.

· Wet location outdoor rated.

- · Dark Sky compliant.
- · With an industrial or barn light look.

NOTE: FIXTURE WILL HAVE A 15W LED LAMP WITH 800 LUMEN OUTPUT. Exterior Lighting Fixture

Area Calculations

Main Level Second Level Garage Area Total

Ridgway, CO

(3) x 626 s.f. = 1878 s.f. (3) x 958 s.f. = 2874 s.f. (3) x 401 s.f. = 1203 s.f. (3) x 1985 s.f. = 5955 s.f.

REVISIONS

MOTLEY ARCHITECTVRE & DEFIGN		PROJEC PHASE ISSUE: ISSUE I
915 S. 10th St.	=	
Montrose, CO 81401 p: (970) 249-1980 motleyarc.com		Cov
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Habitat for Humanity Triplex		
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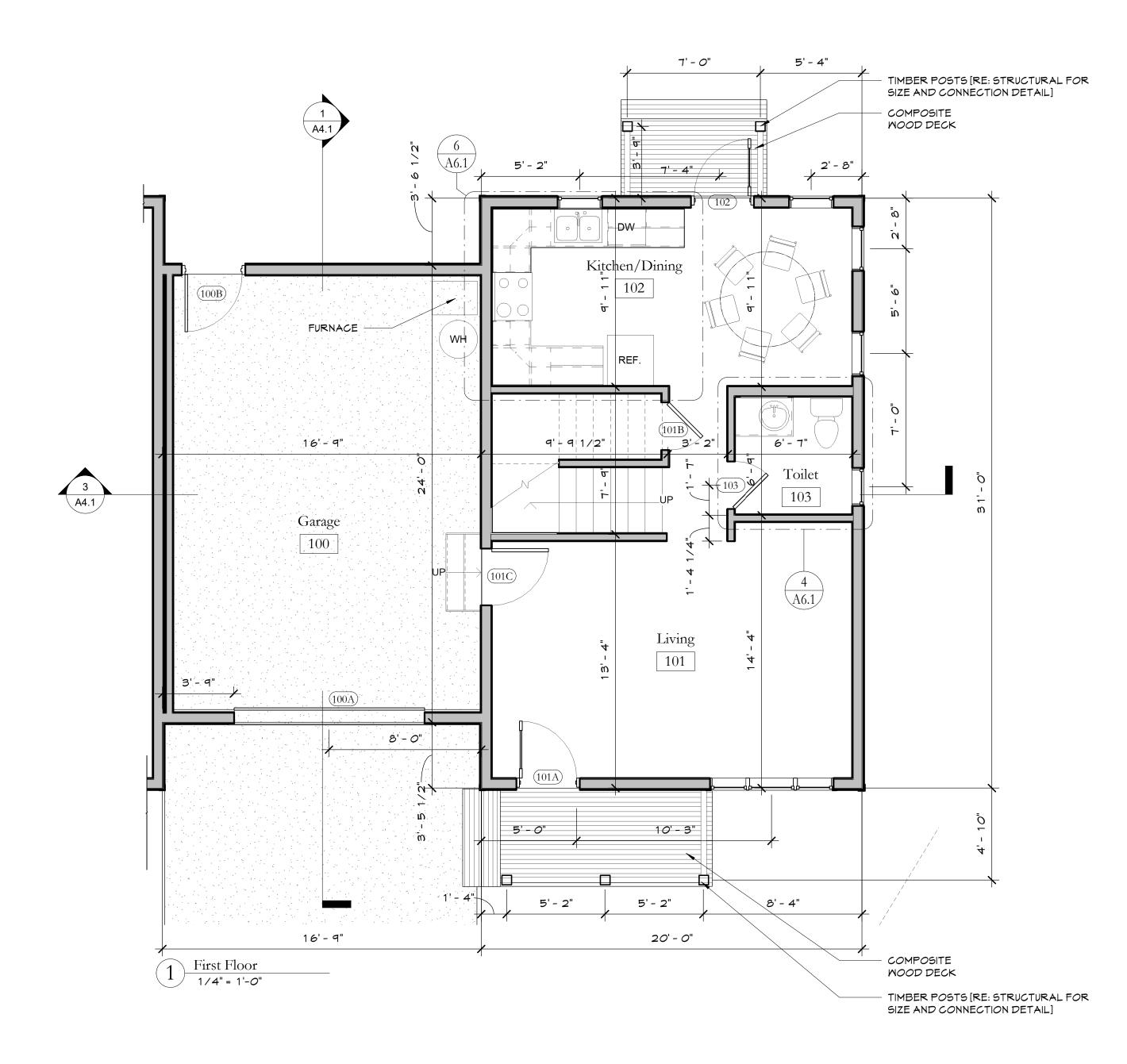
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H4H-3P-RI CD-Review 6/29/20

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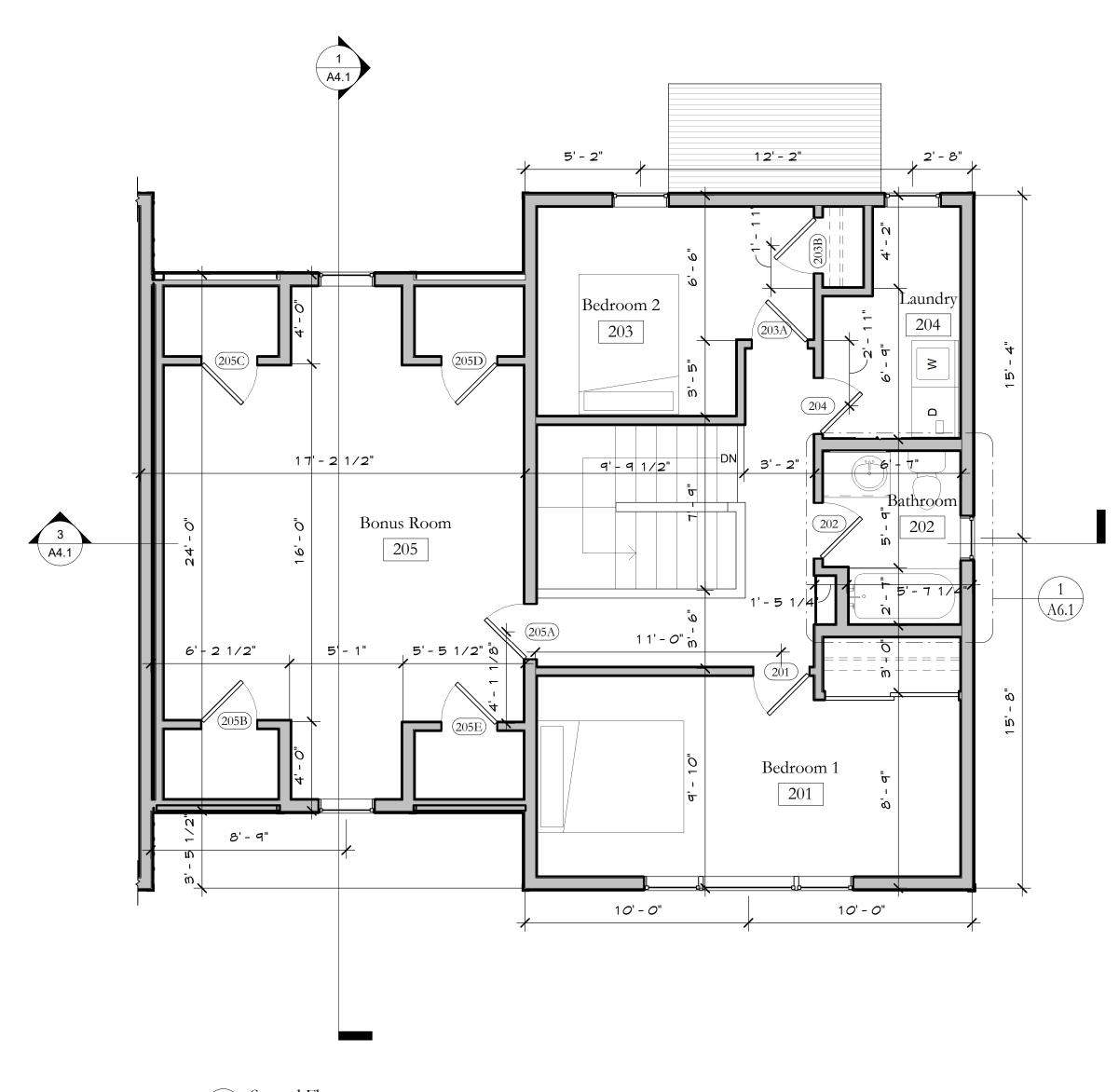
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SHEET NUMBER



	Typical Unit Room Finish Schedule									
		Fle	oors		W	alls		Се	eilings	
								Ceiling		
Number	Name	Floor Finish	Base Finish	North Wall	East Wall	South Wall	Wall Finish	Material	Ceiling Finish	Comments
					-					
100	Garage			PT	РТ	PT	РТ	GWB	РТ	
101	Living	СРТ	WD	РТ	PT	PT	РТ	GWB	РТ	
102	Kitchen/Dining	EWD	WD	РТ	РТ	PT	РТ	GWB	РТ	
103	Toilet	СТ	WD	РТ	РТ	PT	РТ	GWB	РТ	
104	Storage	SV	WD	РТ	РТ	PT	РТ	GWB	РТ	
201	Bedroom 1	СРТ	WD	РТ	РТ	PT	РТ	GWB	РТ	
202	Bathroom	СТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	
203	Bedroom 2	СРТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	
204	Laundry	SV	WD	РТ	РТ	РТ	РТ	GWB	РТ	
205	Bonus Room	СРТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	

FINISHES LEGEND: CPT - Carpet, CT - Ceramic Tile, EWD - Engineered Wood Floor, GWB - Gypsum Board, PT - Paint, SV- Sheet Vinyl, WD - Painted Wood Base Trim



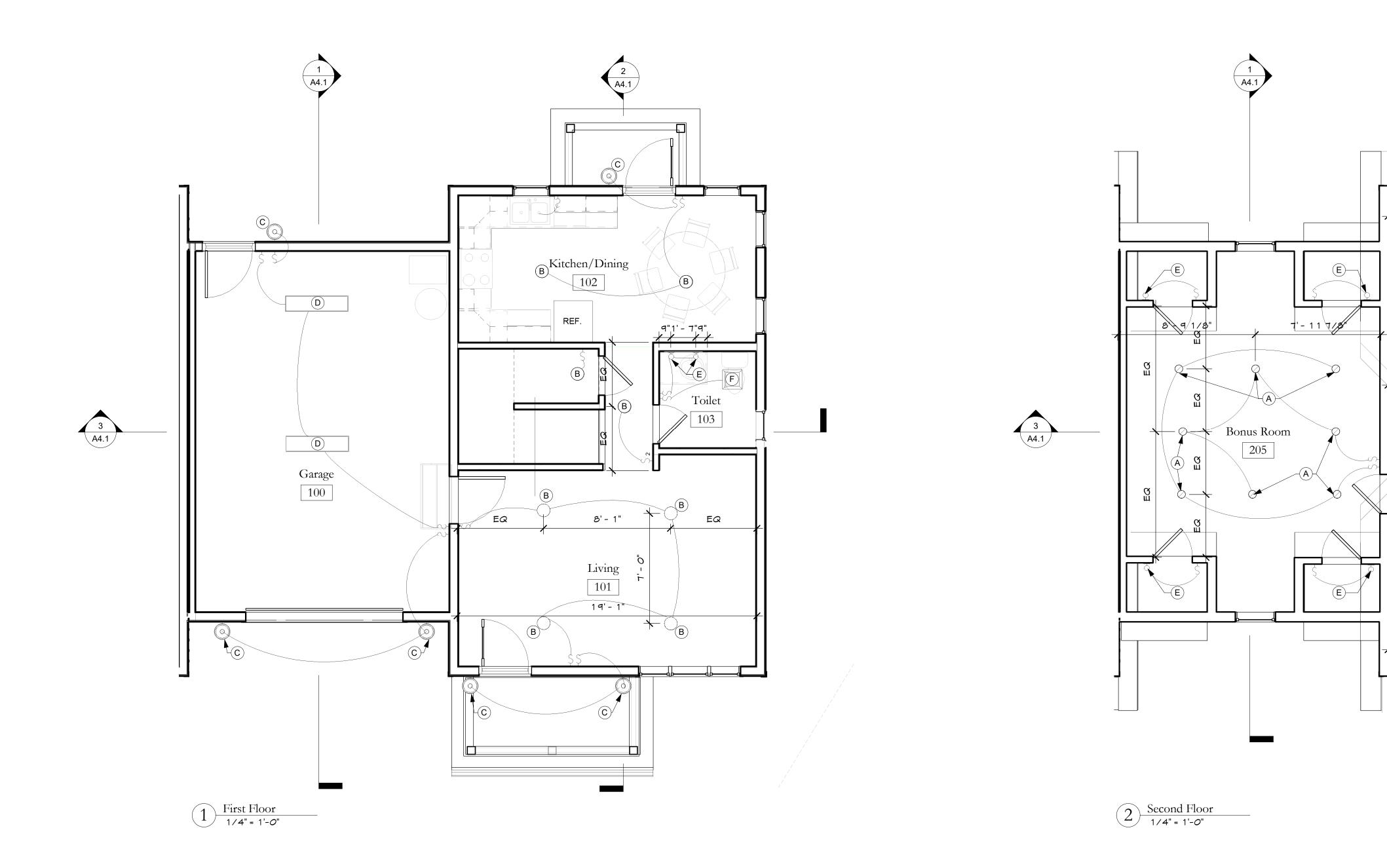
2 Second Floor 1/4" = 1'-0"

				Туріс	cal Unit Door Schedule
Door			Doo	r Finish	
Number	Width	Height	Panel	Frame	Comments
100A	10' - 0"	8' - 0''	WD	WD	Fiberglass Overhead Garage Door
100B	3' - 0"	6' - 8"	WD	WD	
101A	3' - 0"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
101B	2' - 6"	6' - 8"	WD	WD	
101C	3' - 0"	6' - 8"	WD	WD	
102	3' - 0"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
103	2' - 6"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
111	6' - 0"	6' - 8"	WD	WD	Bi-pass closet door
201	2' - 6"	6' - 8"	WD	WD	
202	2' - 6"	6' - 8"	WD	WD	
203A	2' - 6"	6' - 8"	WD	WD	
203B	2' - 6"	6' - 8"	WD	WD	Bi-fold closet door
204	2' - 6"	6' - 8"	WD	WD	
205A	2' - 6"	6' - 8"	WD	WD	
205B	2' - 6"	6' - 8"	WD	WD	
205C	2' - 6"	6' - 8"	WD	WD	
205D	2' - 6"	6' - 8"	WD	WD	
205E	2' - 6"	6' - 8"	WD	WD	

DOOR NOTES:

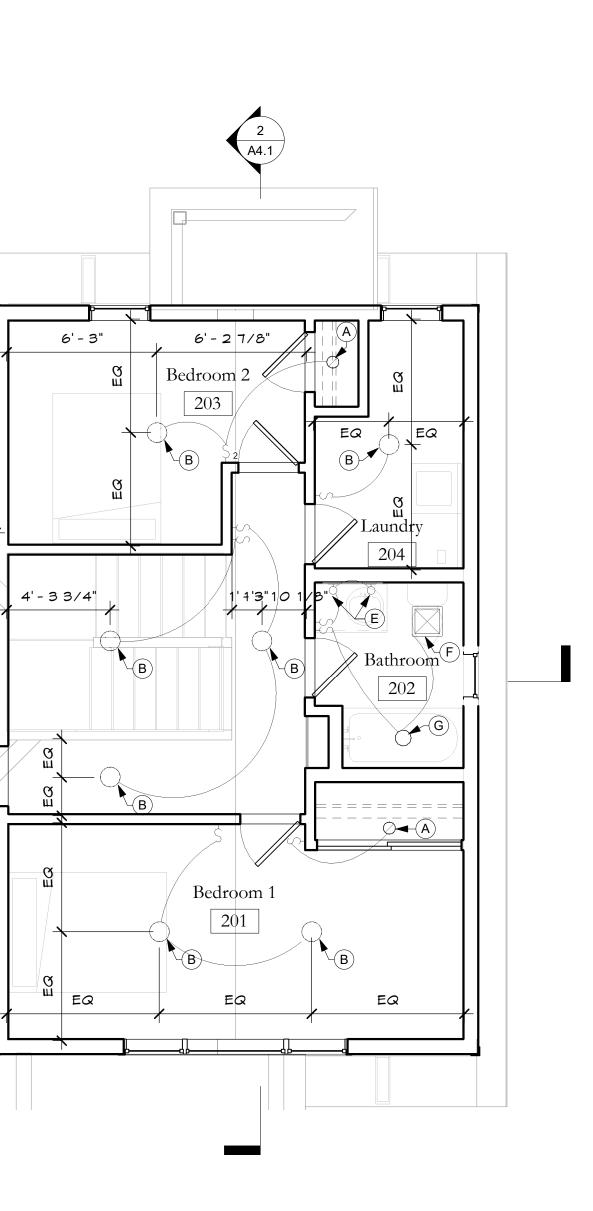
All doors to have level handles
 All glazing in doors to be double glazed, tempered, and Low-E

11 11	915 S. Tenth St. Montrose, CO 81401 p: (970) 249-1980 f: (970) 797-6811 www.motleyarc.com
11 11	STAMP © Motley Architecture & Design
	Habitat for Humanity Triplex ^{kidwy, C0}
	PROJECT NO: H4H-3P-RI PROJECT NO: H4H-3P-RI PHASE: CD-Review ISSUE: C ISSUE DATE: 6/29/20 Typ. Unit Floor Plans SHEET NAME



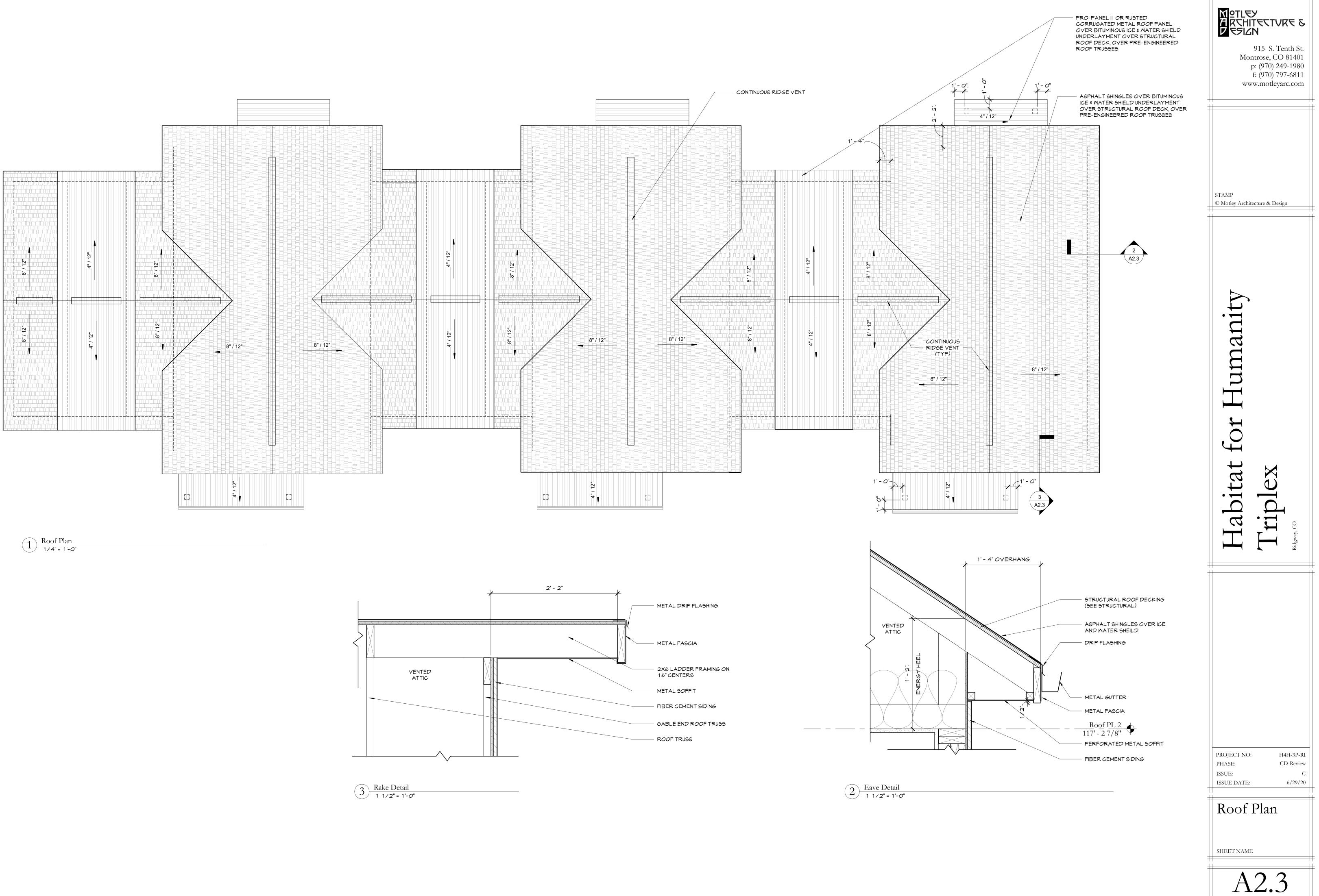
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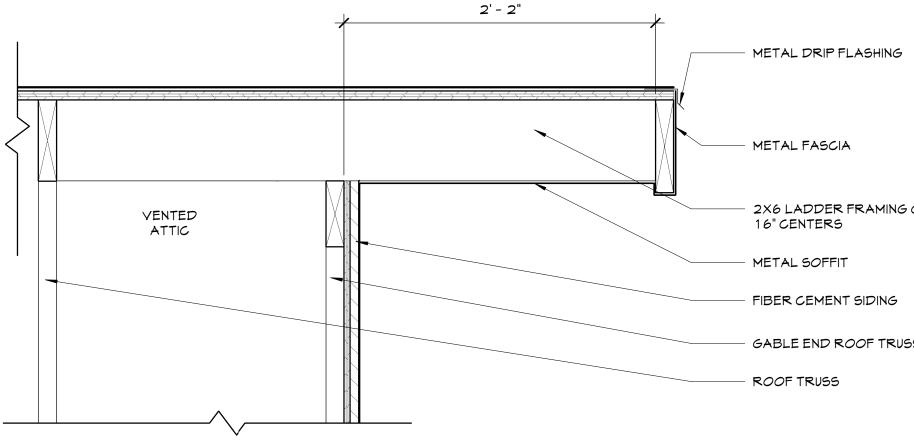
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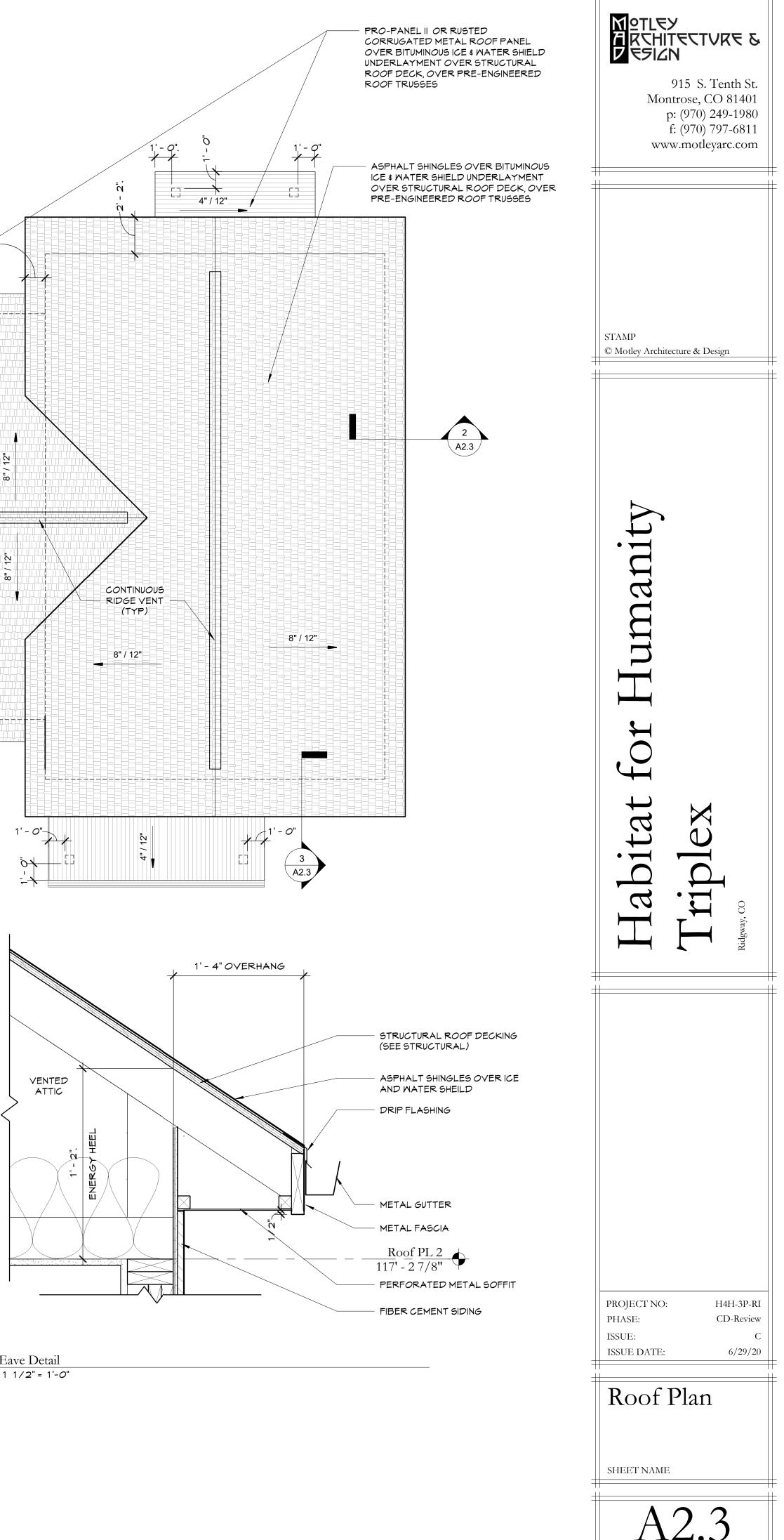


Description
Recessed Can Light
Ceiling Mounted Light Flxture
Exterior Wall Light
Linear 1'x4' LED Ceiling Mounted Light
Bathroom Wall Light
Vent Fan
Recessed Can Light (H2O Rated)

MOTLEY ARCHITECTVRE & DEFIGN 915 S. Tenth St. Montrose, CO 81401 p: (970) 249-1980 f: (970) 797-6811 www.motleyarc.com STAMP © Motley Architecture & Design Humanity for Ť **C**X Habita rip PROJECT NO: H4H-3P-RI PHASE: CD-Review ISSUE: С 6/29/20 ISSUE DATE: Lighting Plan SHEET NAME A2.2 Sheet Number



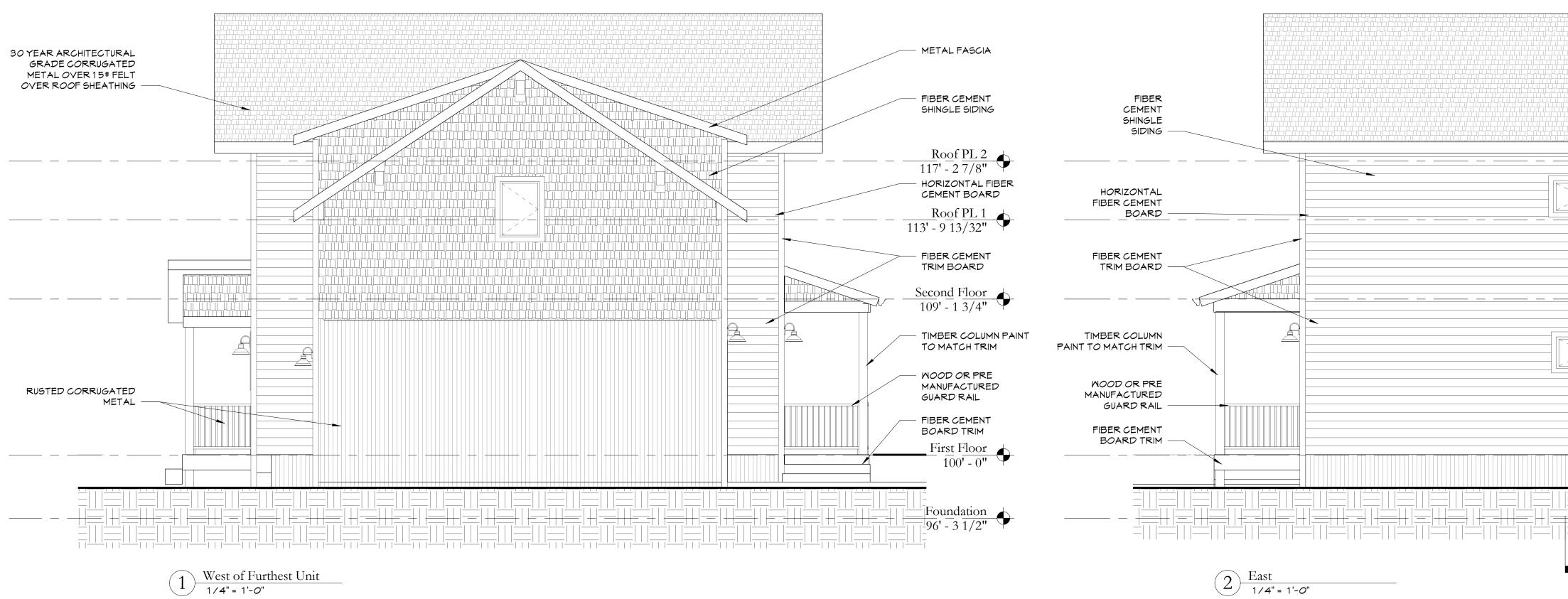


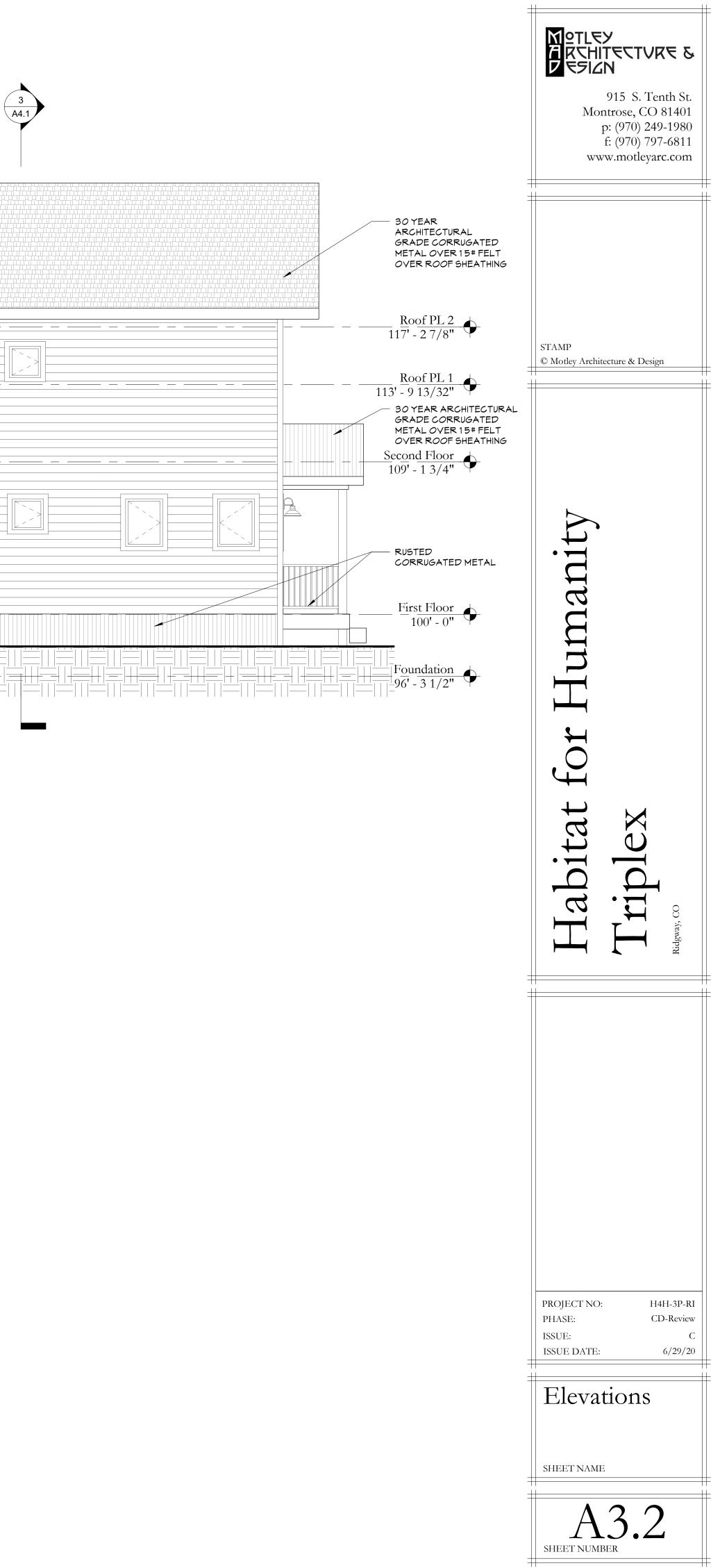


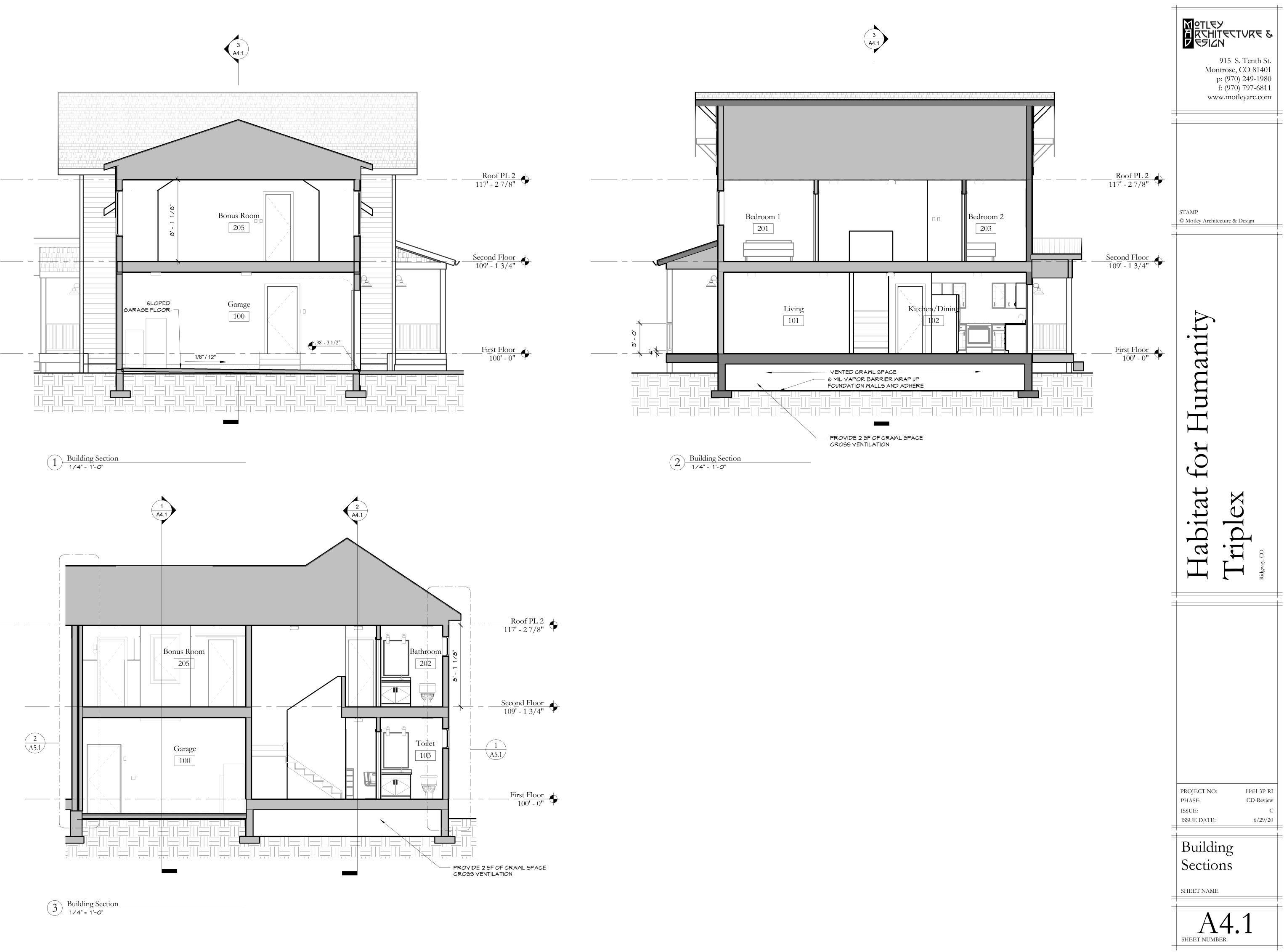
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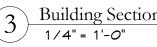


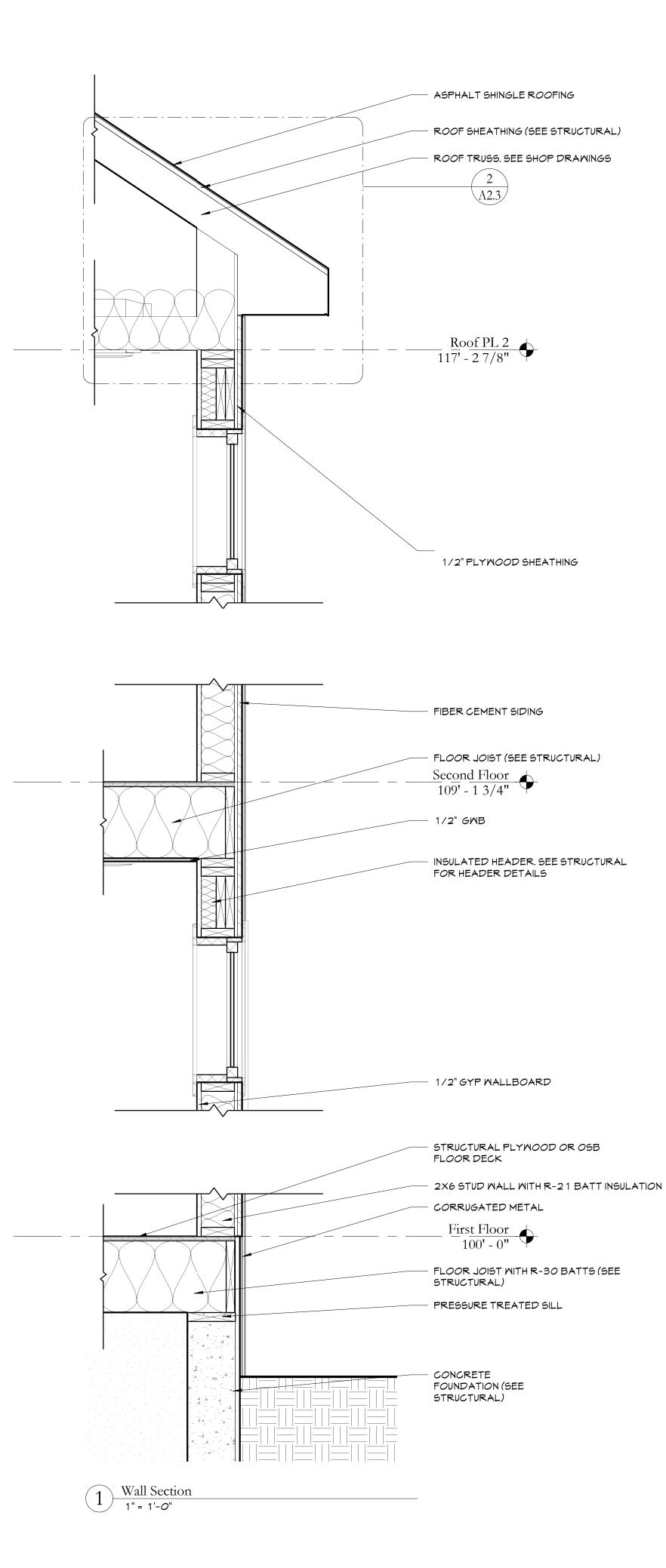
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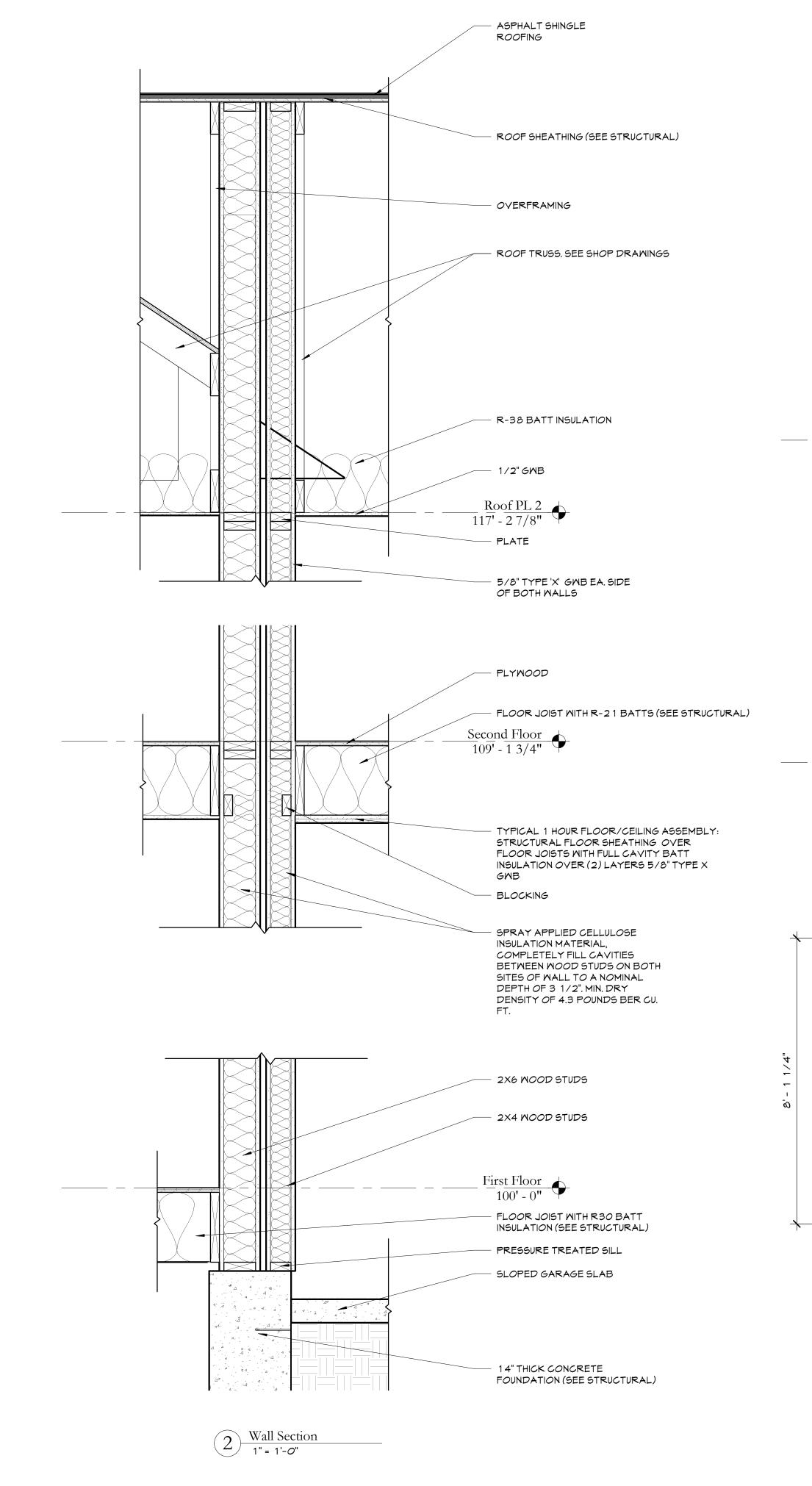


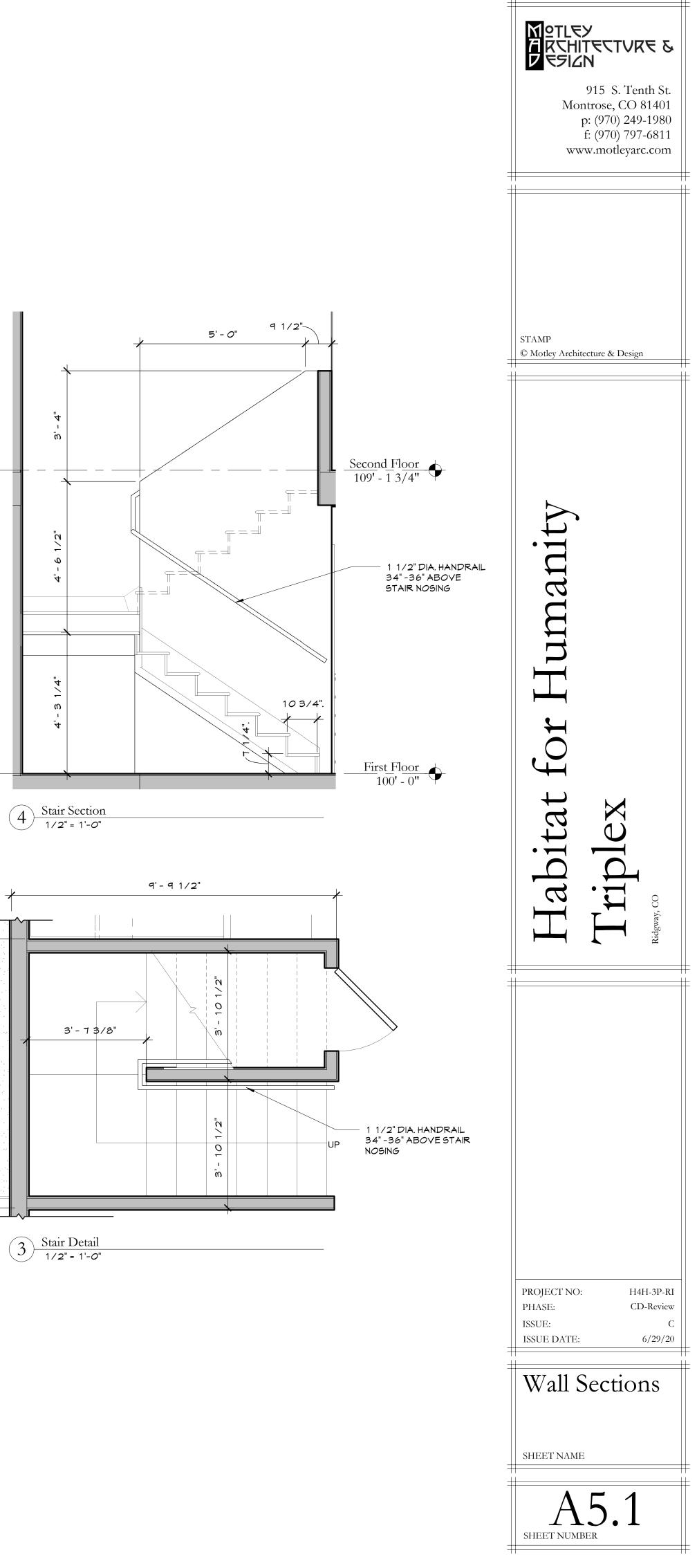


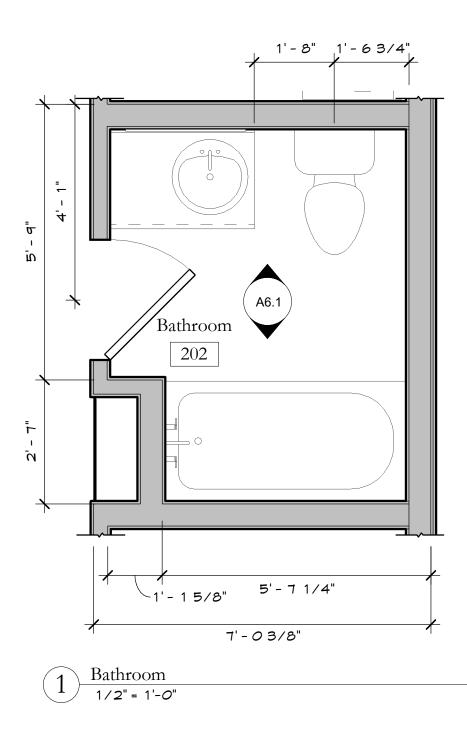


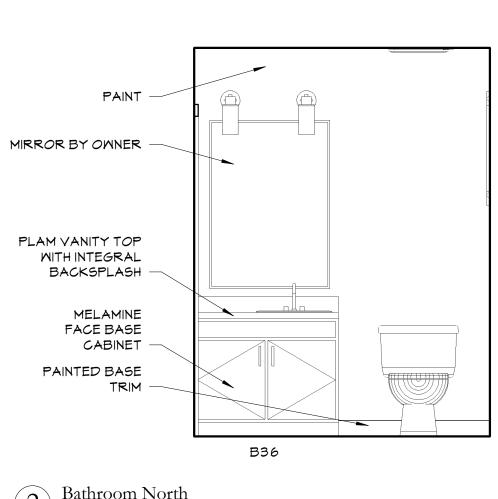


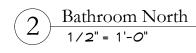
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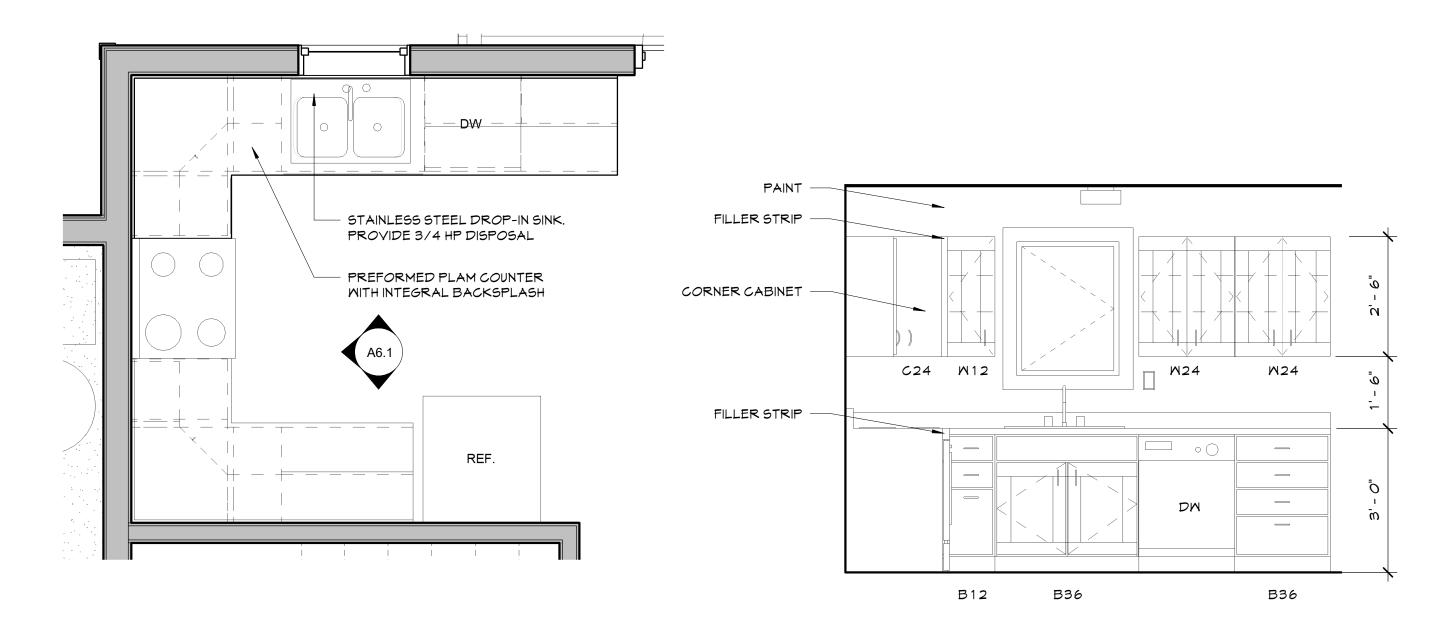


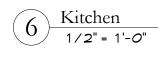




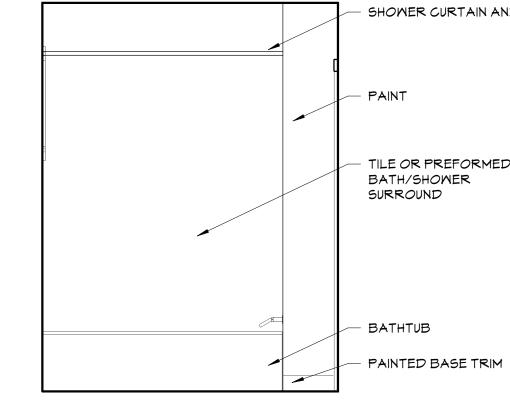


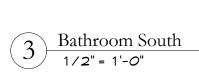






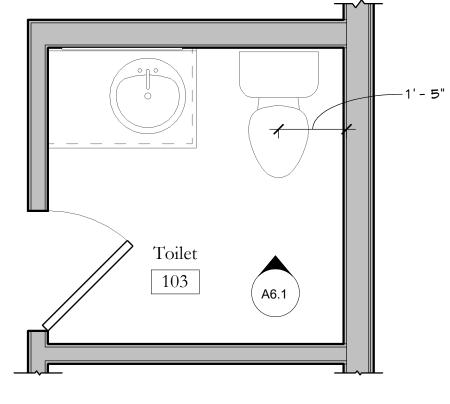
7 Kitchen North 1/2" = 1'-0"



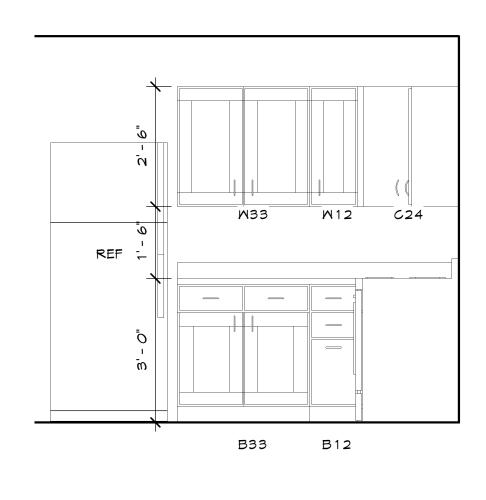




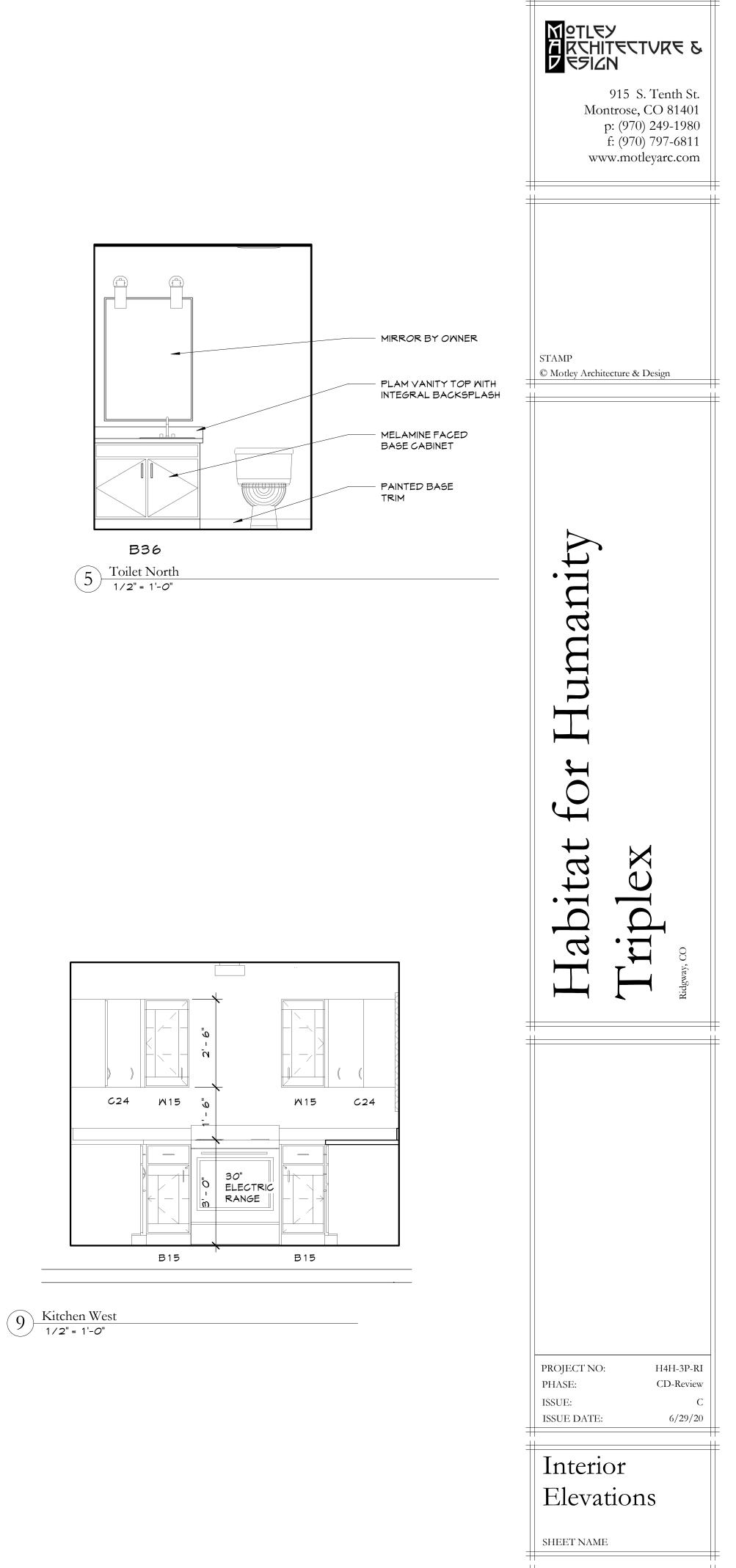




4 Toilet 1/2" = 1'-0"



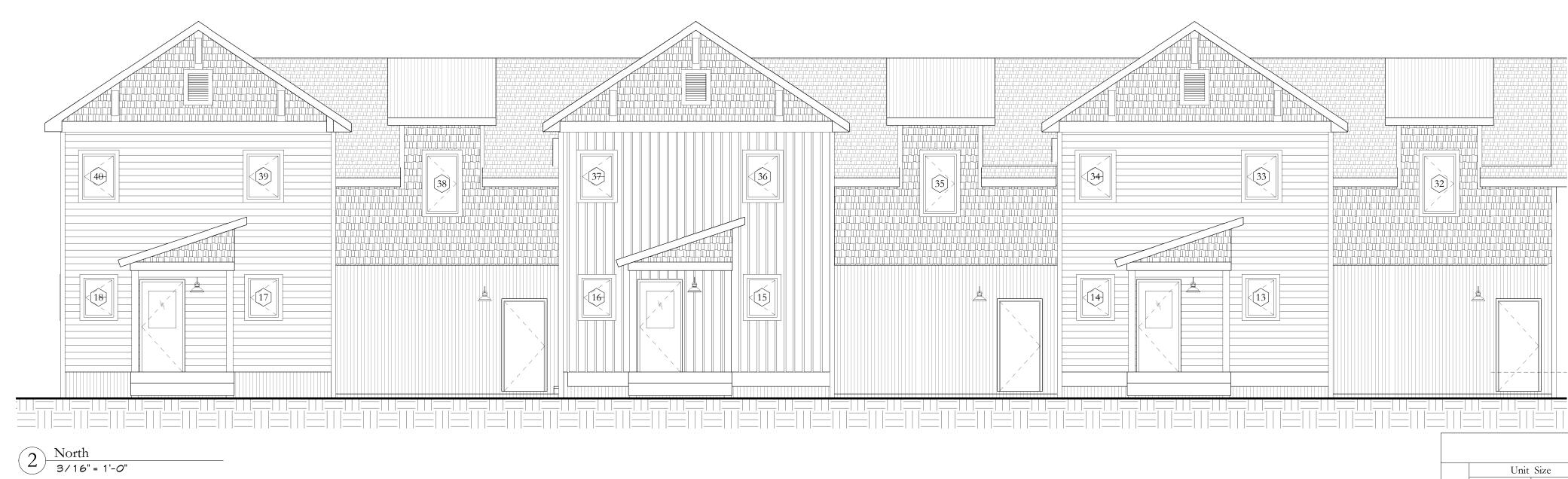
8 Kitchen South 1/2" = 1'-0"

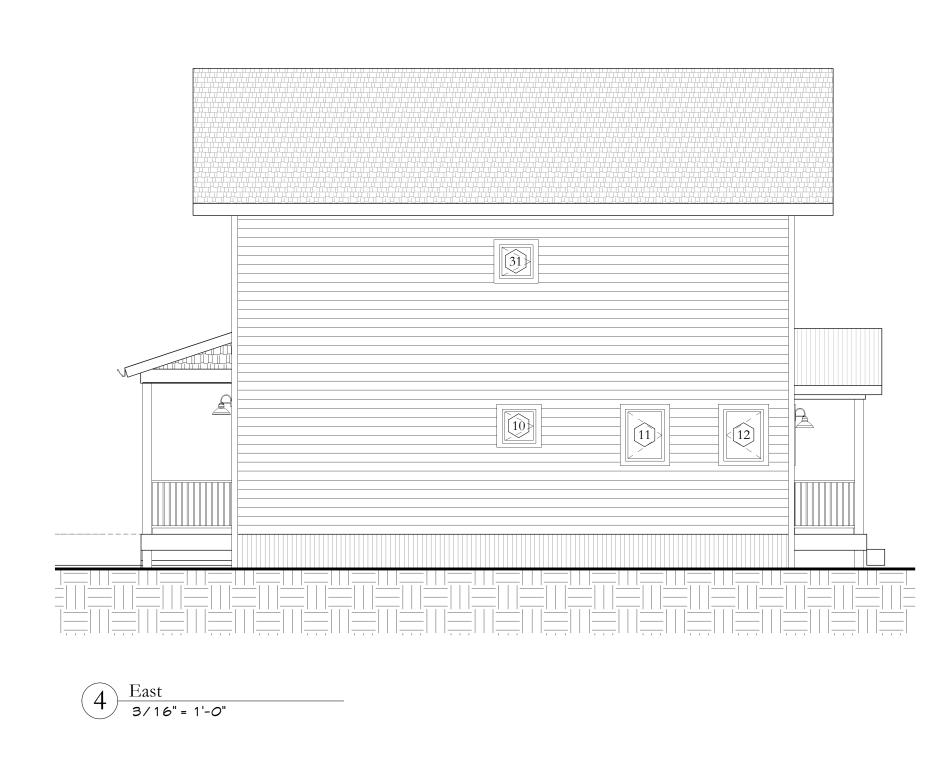


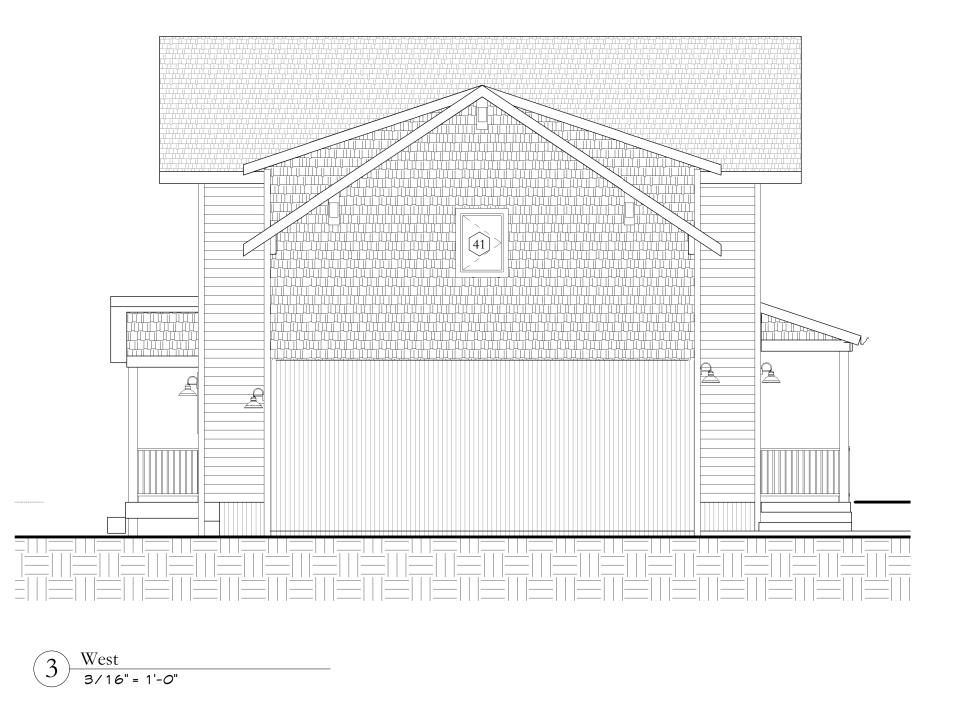
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1 South 3/16" = 1'-0"





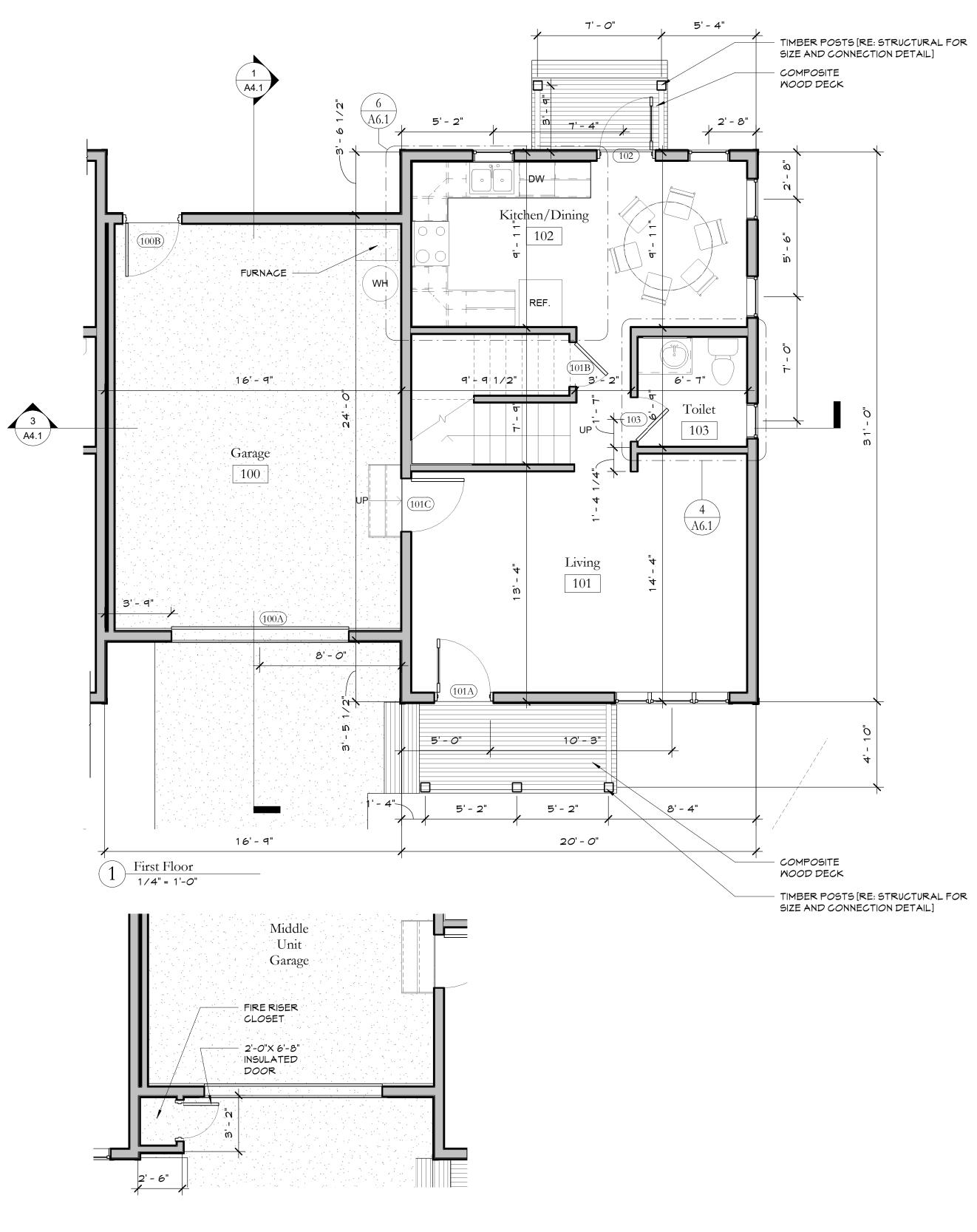


Window Schedule								
	Unit	Size						
Mark	Width	Height	Туре	Comments				
1	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
2	2' - 6"	3' - 6"	Fixed	Mulled with adjacent see elevations				
3	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
4	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
5	2' - 6"	3' - 6"	Fixed	Mulled with adjacent see elevations				
6	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
7	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
8	2' - 6"	3' - 6"	Fixed	Mulled with adjacent see elevations				
9	2' - 0"	3' - 6"	Casement	Mulled with adjacent see elevations				
10	2' - 0"	2' - 0"	Casement	· · · · · · · · · · · · · · · · · · ·				
11	2' - 4"	3' - 0"	Casement					
12	2' - 4"	3' - 0"	Casement					
13	2' - 4"	3' - 0"	Casement					
14	2' - 4"	3' - 0"	Casement					
15	2' - 4"	3' - 0"	Casement					
16	2' - 4"	3' - 0"	Casement					
17	2' - 4"	3' - 0"	Casement					
18	2' - 4"	3' - 0"	Casement					
19	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
20	4' - 3"	3' - 5 1/2"	Casement	Egress Window				
21	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
22	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
23	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
25	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
26	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
27	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
29	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
30	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
31	2' - 0"	2' - 0"	Casement					
32	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
33	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
34	2' - 6 1/2"	3' - 5 1/2"						
35	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
36	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
37	2' - 6 1/2"	3' - 5 1/2"						
38	2' - 6 1/2"	4' - 6"	Casement	Egress Window				
39	2' - 6 1/2"	3' - 5 1/2"	Casement	Egress Window				
40	2' - 6 1/2"	3' - 5 1/2"						
41	2' - 6 1/2"	3' - 5 1/2"	Casement					
51	4' - 3"	3' - 5 1/2"	Casement	Egress Window				
54	4' - 3"	3' - 5 1/2"	Casement	8				

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-	STAMP © Motley Architecture & Design
	Habitat for Humanity Triplex
	PROJECT NO: H4H-3P-RI PHASE: CD-Review ISSUE: C ISSUE DATE: 6/29/20
=	Schedule SHEET NAME

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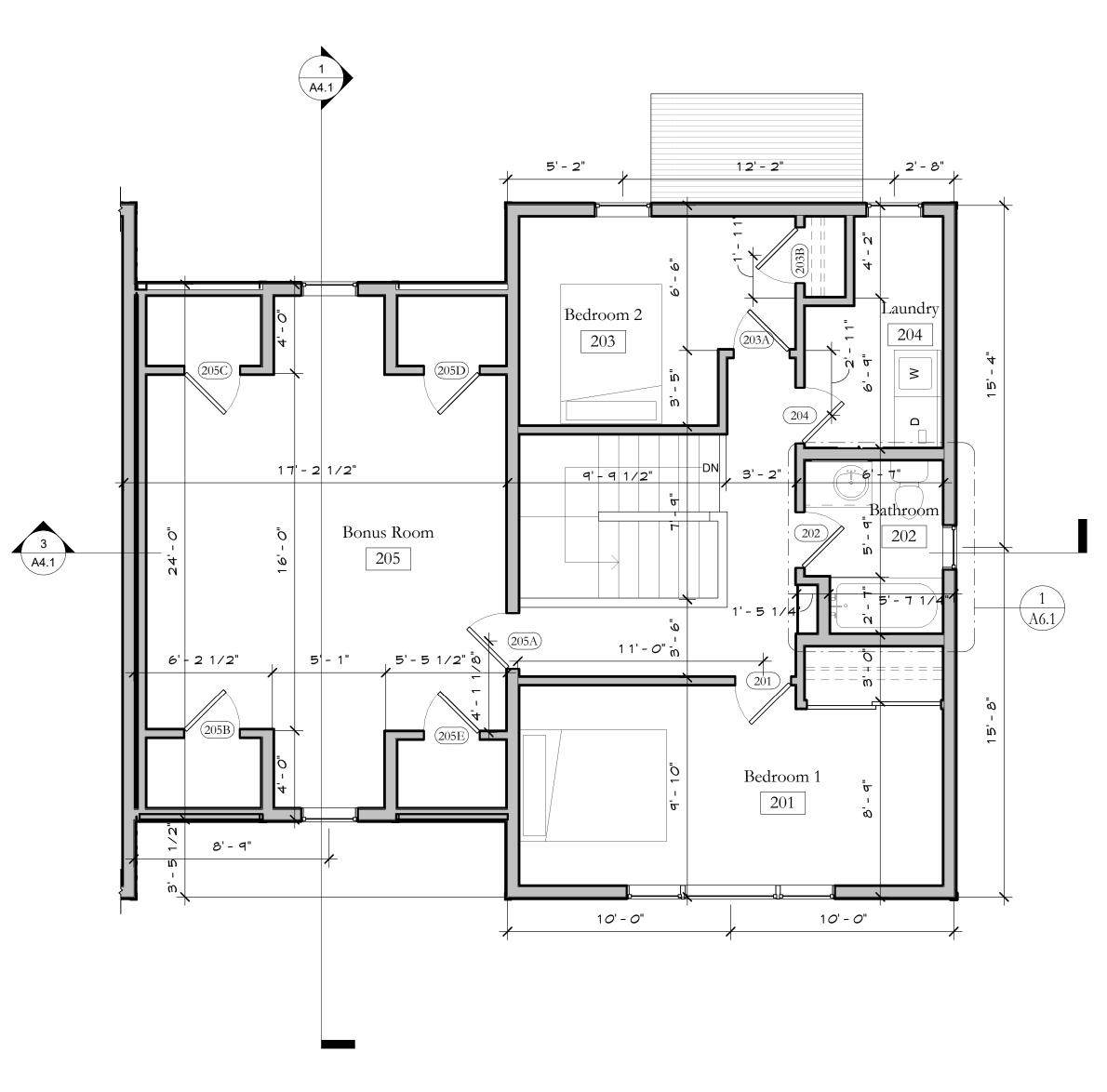
Note: All window 7'-0" above structural floor sheathing unless noted otherwise on A7.1



3 Partial Plan - Fire Riser Closet 1/4" = 1'-0"

Typical Unit Room Finish Schedule										
		Fle	oors		W	alls		Ce	eilings	
Number	Name	Floor Finish	Base Finish	North Wall	East Wall	South Wall	Wall Finish	Ceiling Material	Ceiling Finish	Comments
100	Garage			PT	РТ	РТ	PT	GWB	PT	
101	Living	СРТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	
102	Kitchen/Dining	EWD	WD	РТ	РТ	РТ	РТ	GWB	РТ	
103	Toilet	СТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	
104	Storage	SV	WD	РТ	РТ	РТ	PT	GWB	РТ	
201	Bedroom 1	СРТ	WD	РТ	PT	РТ	РТ	GWB	РТ	
202	Bathroom	СТ	WD	РТ	РТ	РТ	PT	GWB	РТ	
203	Bedroom 2	СРТ	WD	РТ	РТ	РТ	РТ	GWB	РТ	
204	Laundry	SV	WD	РТ	PT	РТ	PT	GWB	РТ	
205	Bonus Room	СРТ	WD	РТ	РТ	РТ	РТ	GWB	PT	

FINISHES LEGEND: CPT - Carpet, CT - Ceramic Tile, EWD - Engineered Wood Floor, GWB - Gypsum Board, PT - Paint, SV- Sheet Vinyl, WD - Painted Wood Base Trim

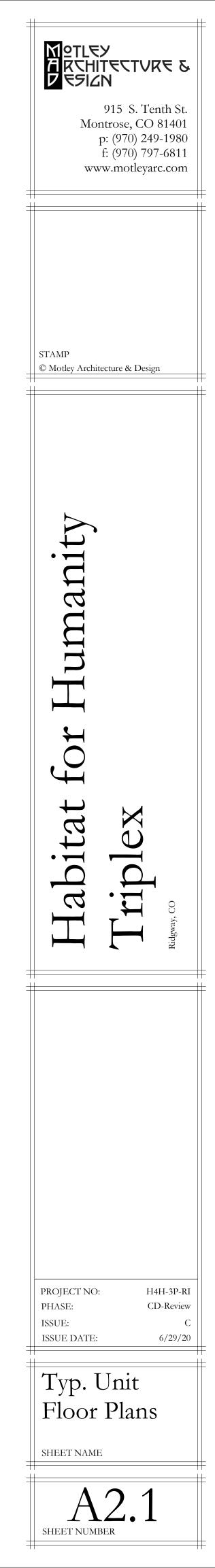


2 Second Floor 1/4" = 1'-0"

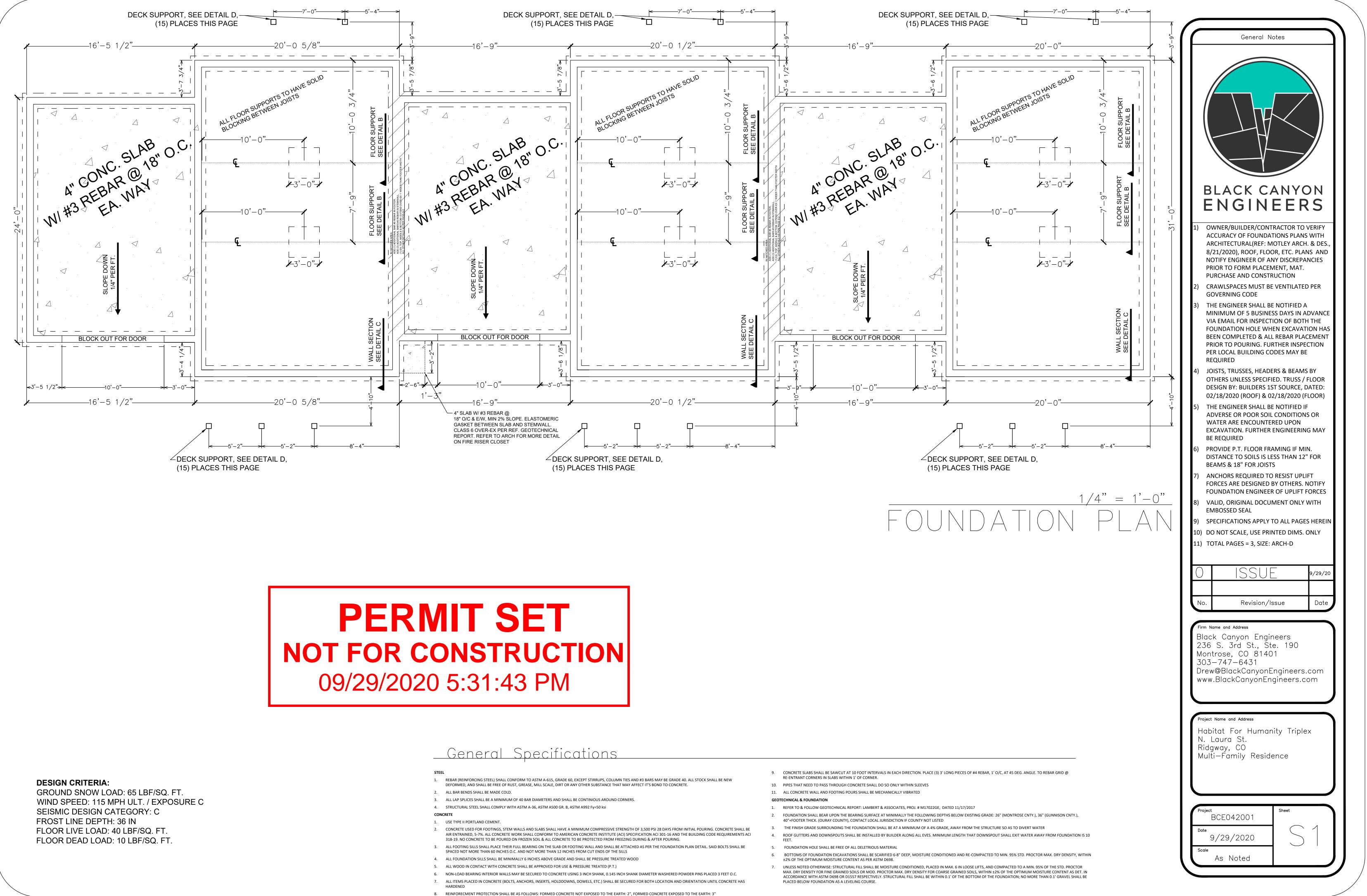
				Тури	cal Unit Door Schedule
Door			Doo	r Finish	
Number	Width	Height	Panel	Frame	Comments
1001	4.01 01	01 01	WD	WUD	
100A	10' - 0"	8' - 0"	WD	WD	Fiberglass Overhead Garage Door
100B	3' - 0"	6' - 8"	WD	WD	
101A	3' - 0"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
101B	2' - 6"	6' - 8"	WD	WD	
101C	3' - 0"	6' - 8"	WD	WD	
102	3' - 0"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
103	2' - 6"	6' - 8"	WD	WD	Clad Exterior Door w/ glass half-lite
111	6' - 0"	6' - 8"	WD	WD	Bi-pass closet door
201	2' - 6"	6' - 8"	WD	WD	
202	2' - 6"	6' - 8"	WD	WD	
203A	2' - 6"	6' - 8"	WD	WD	
203B	2' - 6"	6' - 8"	WD	WD	Bi-fold closet door
204	2' - 6"	6' - 8"	WD	WD	
205A	2' - 6"	6' - 8"	WD	WD	
205B	2' - 6"	6' - 8"	WD	WD	
205C	2' - 6"	6' - 8"	WD	WD	
205D	2' - 6"	6' - 8"	WD	WD	
205E	2' - 6"	6' - 8"	WD	WD	

DOOR	NOTES:
1.	All doors to have level handles
2.	All glazing in doors to be double glazed, tempered,

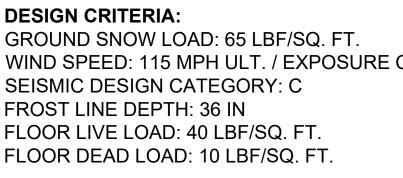
l, and Low-E

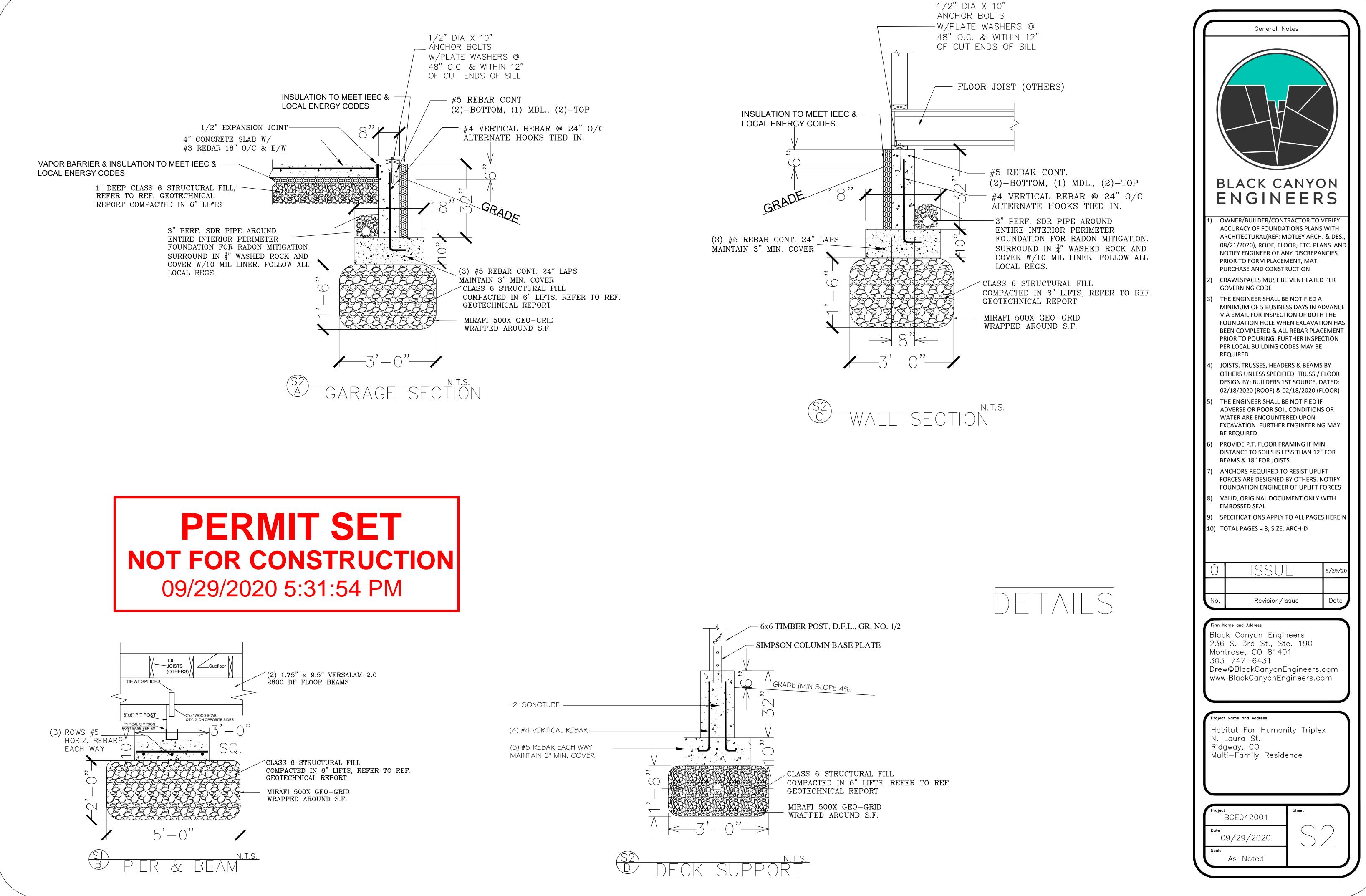


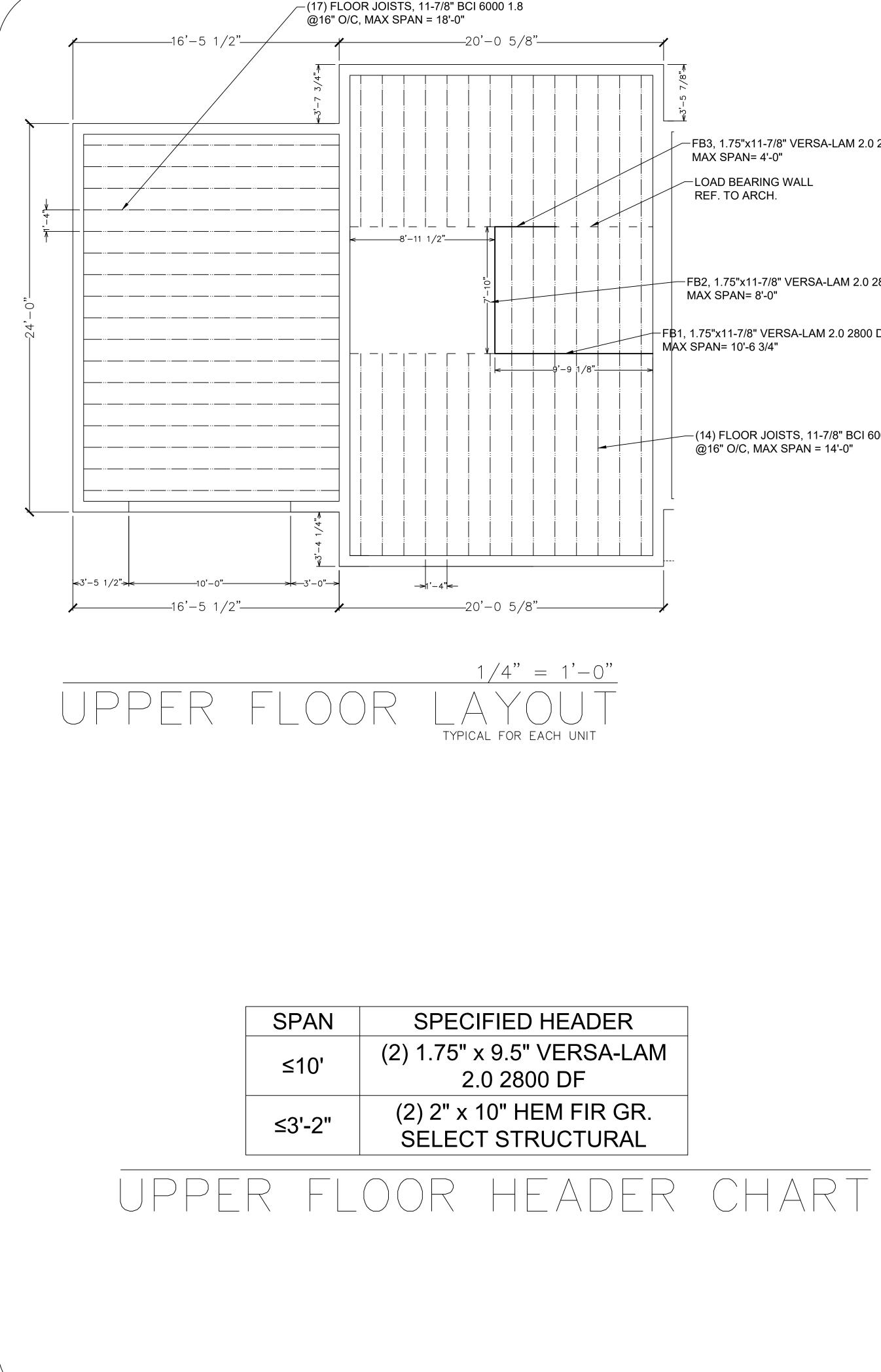












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SPAN	SPECIFIED H
≤12'	(2) 1.75" x 9.5" VI 2.0 2800
≤3'-8"	(2) 2" x 10" HEN SELECT STRU
	≤12'

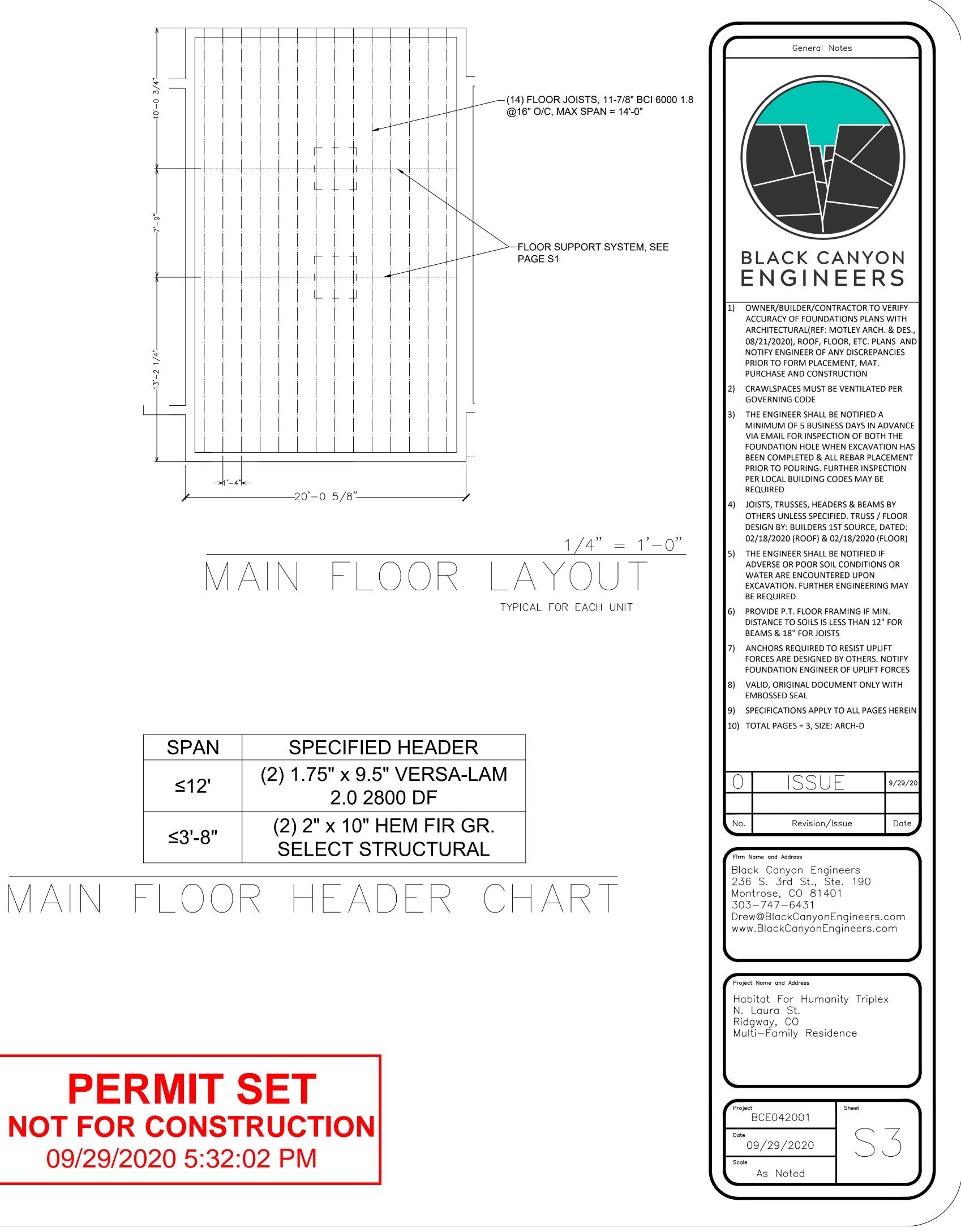
-(14) FLOOR JOISTS, 11-7/8" BCI 6000 1.8 @16" O/C, MAX SPAN = 14'-0"

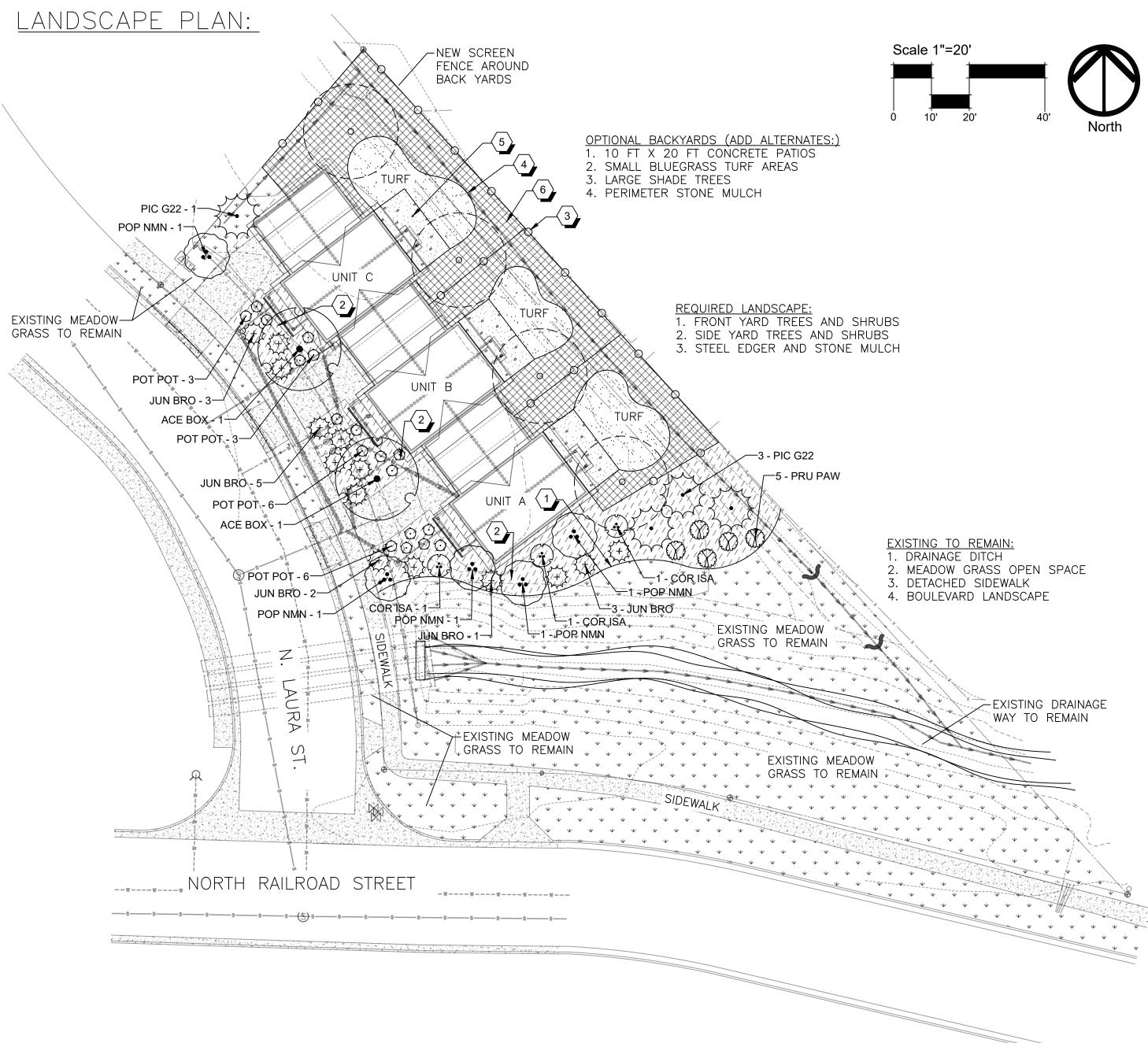
-FB1, 1.75"x11-7/8" VERSA-LAM 2.0 2800 DF

-FB2, 1.75"x11-7/8" VERSA-LAM 2.0 2800 DF

-LOAD BEARING WALL

-FB3, 1.75"x11-7/8" VERSA-LAM 2.0 2800 DF



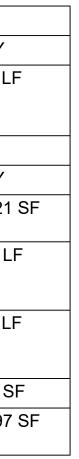


<u>SITE LEGEND:</u>

	REFERENCE	NOTES SCHEDULE	
	SYMBOL	DESCRIPTION	QTY
		BASE BID: STEEL LANDSCAPE EDGER "COL-MET" MFG., BROWN POWDERCOAT FINISH. INSTALL PER MFG RECOMMENDATIONS WITH LAP JOINTS AND STAKES. SEE THE DETAIL, SHEET L8.1.	118 LF
	SYMBOL	DESCRIPTION	QTY
	2	BASE BID: 1"-3" WASHED ROUND GRAVEL STONE 3" DEEP OVER LANDSCAPE FABRIC.	2,921 S
	3	BASE BID: 6 FT. CEDAR SCREEN FENCE. INSTALL PER INDUSTRY STANDARDS BY EXPERIENCED FENCE CONTRACTOR. LOCATE WHERE SHOWN ALONG PROPERTY LINE AND BETWEEN UNITS.	302 LF
	4	ADD ALTERNATE: BACKYARD STEEL EDGER "COL-MET" MFG, BROWN POWDERCOAT FINISH, 4" WIDE X 1/8" THICK. INSTALL WITH PROPER LAP JOINTS AND STAKES.	183 LF
0 0 0 0	5	ADD ALTERNATE: CONCRETE BACK PATIO 10 FT. X 20 FT.	603 SF
	6	ADD ALTERNATE: BACKYARD 1"-3" WASHED ROUND GRAVEL STONE 3" DEEP OVER LANDSCAPE FABRIC	2,597 S

LANDSCAPE LEGEND:

PLANT SCHEDULE					
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
•	ACE BOX	2	ACER NEGUNDO `SENSATION` SENSATION MAPLE	1.5" CALIPER	30` TALL, 25` SPREAD, RED FALL COLOR
	PIC G22	4	PICEA PUNGENS `GLAUCA` COLORADO BLUE SPRUCE	6`-8` B&B	40` TALL, 15` SPREAD, BLUE EVERGREEN
	POP NMN	5	POPULUS TREMULOIDES `CLUMP FORM` CLUMP FORM QUAKING ASPEN	5 GALLON	40 FT TALL, 12 FT SPREAD, MULTI-STEM. YELLOW FALL COLOR
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
S	COR ISA	3	CORNUS SERICEA `ISANTI` ISANTI REDOSIER DOGWOOD	5 GALLON	5` TALL, 6` SPREAD, RED TWIGS
\odot	POT POT	18	POTENTILLA FRUTICOSA `GOLDFINGER` GOLDFINGER POTENTILLA	5 GALLON	3 FT TALL, 3 FT SPREAD, YELLOW SUMMER FLOWERS.
E The	PRU PAW	5	PRUNUS BESSEYI `PAWNEE BUTTES` PAWNEE BUTTES SAND CHERRY	5 GALLON	2` TALL, 5` SPREAD, WHITE SUMMER FLOWERS, RED FALL COLOR
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
	JUN BRO	14	JUNIPERUS SABINA `BROADMOOR` BROADMOOR JUNIPER	5 GALLON	2` TALL, 6` SPREAD, HORIZONTAL GREEN EVERGREEN
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	REMARKS
	TURF	1,169 SF	ADD ALTERNATE: IRRIGAGED TURF SEED	-	"DROUGHT STAR" DROUGHT TOLERANT KENTUCKY BLUE GRASS TURF SEED MIX. SEED AT 100-150 LBS/ACRE PER THE SUPPLIER RECOMMENDATIONS.
	MEADOW	10,963 SF	NON-IRRIGATED MEADOW GRASS (EXISTING TO REMAIN)	-	EXISTING NATIVE DROUGHT-TOLERANT MEADOW GRASS TO REMAIN. OVERSEED BARE OR DISTURBED AREAS AS NEEDED WITH FOOTHILLS MEADOW GRASS SEED MIX PER THE SUPPLIER`S RECOMMENDATIONS.



TOWN OF RIDGWAY REQUIREMENTS:	
RESIDENTIAL REQUIRES 50% COVERAGE OF LIVE MATERIAL ON 80% OF SITE. NO MORE THAN 10% STONE MULCH SHOWING IN FRONT AND SIDE YARDS. ONLY LOW LANDSCAPE ALLOWED IN CORNER SITE TRIANGLE.	
A MINIMUM OF 1 TREE PER 2,000 SF OF GROSS LOT AREA SHALL BE PROVIDED. 21,529 SF DIVIDED BY 2,000 = 10.7 REQUIRED TREES MINIMUM. 11 TREES PROVIDED TOTAL.	
NORTH LAURA STREET: 1 TREE EVERY 25 LF OF FRONT YARD FRONTAGE = 6 REQUIRED TREES = 6 PROVIDED 1 SHRUB PER EVERY 10 LF = 15 SHRUBS REQUIRED = 20 PROVIDED	
NORTH RAILROAD STREET: 1 TREE EVERY 50 LF OF SIDE YARD FRONTATE= 4 REQUIRED TREES = 4 PROVIDED 1 SHRUB PER EVERY 10 LF = 20 SHRUBS REQUIRED = 20 PROVIDED	
EXISTING DRAINAGE WAY: TO REMAIN UNDISTURBED. NATIVE GRASS TO REMAIN	
<u>FINAL_TOTALS:</u> 11 NEW TREES PROVIDED 40 SHRUBS PROVIDED	

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REVISIONS	BY
UPDATED CIVIL & ARCH BASES	9/2/20
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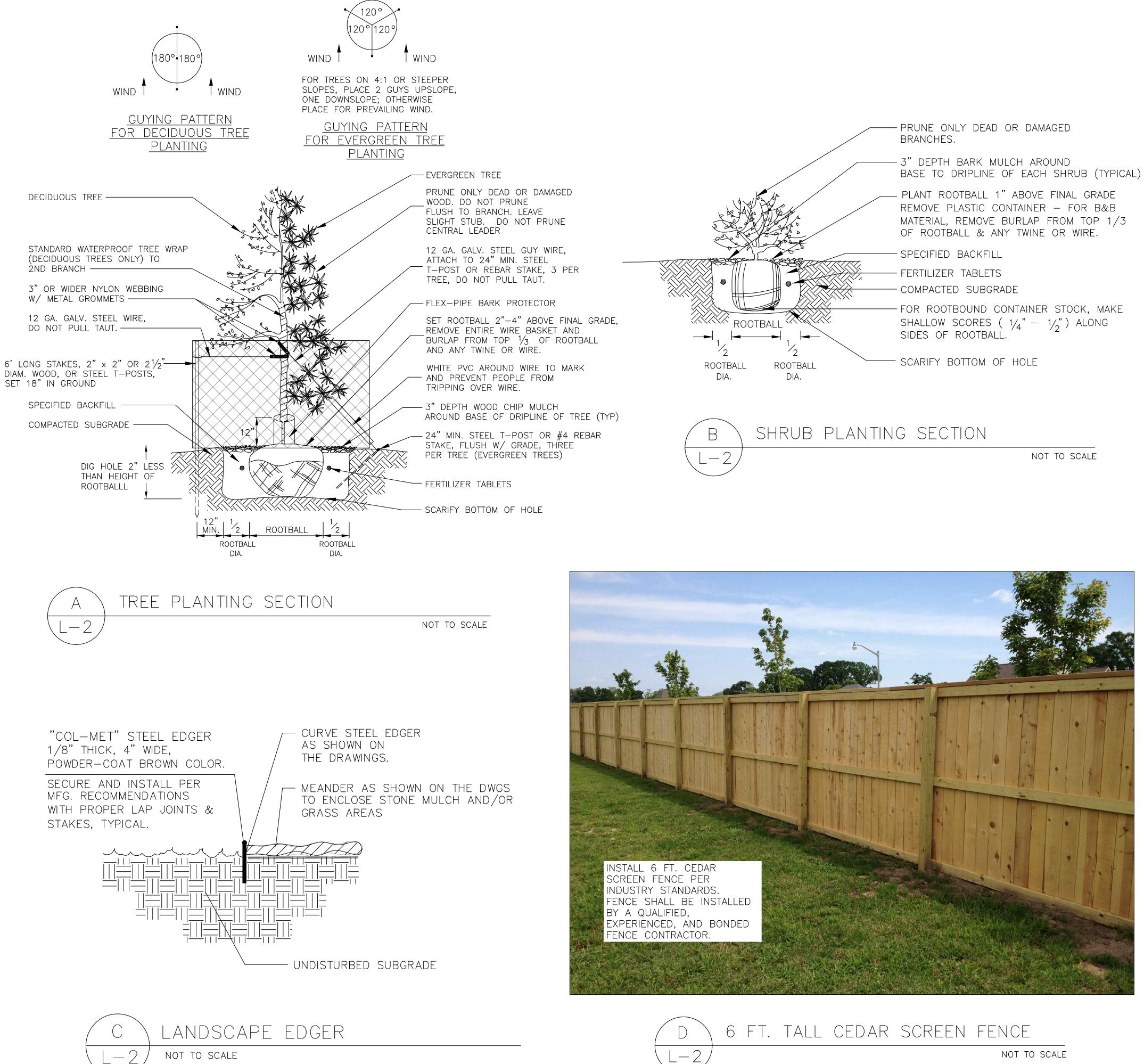
Julee Wolverton, Landscape Architect



61945 Nighthawk Road Montrose, CO 81403 office: 970.249.9392 mobile: 970.417.1779 julee@juleewolverton.com



LANDSCAPE DETAILS:



LANDSCAPE NOTES:

1. THE OWNER AND GENERAL CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, EXTERIOR LIGHTING OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION OF MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

2. INSTALL A NEW UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. IF DOMESTIC WATER IS USED. INSTALL A BACKFLOW PREVENTER WITH LOCKABLE ENCLOSURE. IF DITCH IRRIGATION WATER IS USED, INSTALL A PUMP WITH FILTER. AN AUTOMATIC IRRIGATION CONTROLLER SHALL BE INSTALLED FOR THE NEW SYSTEM. TURF GRASS AREAS SHALL BE IRRIGATED USING POP-UP SPRAY OR ROTOR TYPE HEADS. ALL SHRUBS AND TREES SHALL BE IRRIGATED USING DRIP/BUBBLER IRRIGATION. MEADOW GRASS IS EXISTING AND IS NON-IRRIGATED.

3. TOPSOIL SHALL BE IMPORTED FROM ON-SITE EXCAVATION AREAS INTO ALL OF THE LANDSCAPE AREAS TO BE PLANTED WITH TREES, SHRUBS, AND SOD. THERE SHALL BE A MINIMUM OF 8" OF TOPSOIL IN ALL SHRUB BED AREAS AND SOD GRASS AREAS.

4. SOIL PREPARATION FOR GRASS AREAS SHALL BE ORGANIC MATTER (100% DECOMPOSED WOOD CHIPS) APPLIED AT A RATE OF 3-5 CY/1000 SF., AND TILLED TO A DEPTH OF 6"-8", AND FINE GRADED.

6. WHEN INSTALLING EACH PLANT, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "BACK-TO-EARTH" ACIDIFIER PRODUCT) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX. ROOTING HORMONE SUCH AS INDOL 3 BUTERIC ACID SHALL BE USED FOR ALL TREES & SHRUBS.

7. ALL SHRUB BED AREAS SHALL BE SEPARATED FROM GRASS AREAS BY A STEEL LANDSCAPE EDGER. 3" DEEP MULCH SHALL BE PLACED OVER WEED BARRIER FABRIC.

8. SHRUB BEDS SHALL HAVE "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL INSTALLED UNDER MULCH UNLESS NOTED OTHERWISE -OVERLAP SEAMS MIN. 4" AND ATTACH FABRIC IN PLACE WITH 8" LONG STAPLES AT MAX. 4' O.C.

9. WHEN PLANTING TREES OR SHRUBS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING. FERTILIZE WITH AGRIFORM 21 GRAM PLANT TABLETS, 20–10–5. 6 TABLETS PER TREE, AND 3 PER SHRUB.

10. SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLINE OF EACH PLANT TO MAINTAIN MOISTURE, 4 FT. DIAMETER AROUND TREES, AND 2 FT. DIAMETER AROUND SHRUBS. DO NOT LET BARK MULCH TOUCH THE BASE AND STEM OF EACH PLANT - KEEP CLEAR 2".

11. ALL DECIDUOUS TREES SHALL BE STAKED WITH (2) 6 FT. T-POSTS. ALL EVERGREEN TREES SHALL BE STAKED WITH (3) 2 FT. T-POSTS. ALL POSTS SHALL BE GUYED TO THE TREE WITH 12 GA. WIRE ENCASED IN RUBBER HOSE.

12. ALL TREES WITHIN THE SIGHT TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 8 FT. AS THE TREE GROWS, AND THIS CLEARANCE SHALL BE MAINTAINED.

13. LOCATE AND MARK LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCING WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES.

14. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

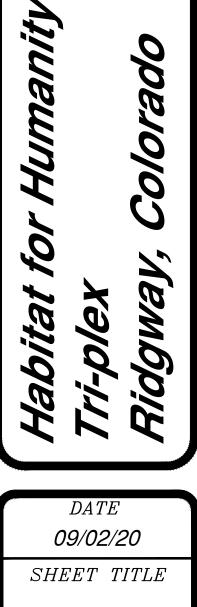
15. ALL PLANT MATERIAL SHALL BE GROWN IN A NURSERY IN ACCORDANCE WITH PROPER HORTICULTURAL PRACTICE. PLANS SHALL BE HEALTHY, WELL-BRANCHED, AND VIGOROUS WITH A GROWTH HABIT NORMAL TO THE SPECIES AND VARIETY, AND FREE OF DISEASES, INSECTS, AND INJURIES.

16. CONTRACTOR TO WARRANTY IRRIGATION SYSTEM AND ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR. REPLACE ANY DEAD OR DYING PLANTS DURING THAT ONE-YEAR WARRANTY PERIOD.

REVISIONS	BY
UPDATED CIVIL & ARCH BASES	9/2/20



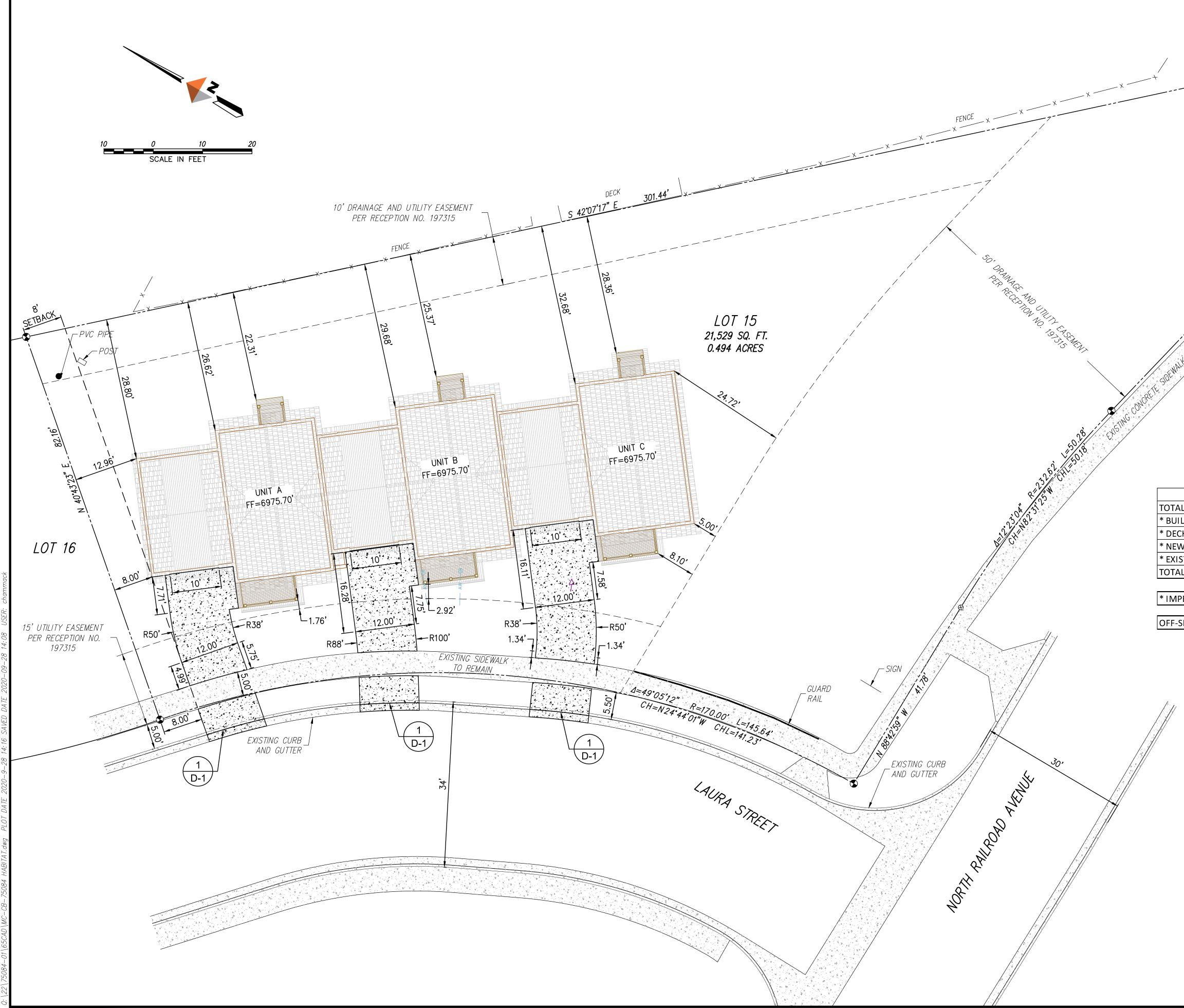
61945 Nighthawk Road Montrose, CO 81403 office: 970.249.9392 mobile: 970.417.1779 julee@juleewolverton.con



LANDSCAPE NOTES & DETAILS

SHEET No.

L-2



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				DESCRIPTION	AENTS	RE SUPPRESSION
N 10° 10° 10° 10° 10° 10° 10° 10° 10° 10°				REV DATE REVISIONS	1 08/06/20 REVISED PER TOWN	2 08/25/20 REVISED BUILDING AND FIRE Montrose, Colorado 81401 1 1 970-249-6828 1 1
LOT 15 AREAS AL AREA OF PROPERTY ILDING COVERAGE CKS AND PORCHES W CONCRETE STING ON-SITE SIDEWALKS AL PERVIOUS AREA	21,529.00 3,101.39 268.19 902.19 785.69	CRESPER0.494	CENTAGE 100% 14.41% 1.25% 4.19% 3.65% 76.51%			
PERVIOUS AREAS	5,057.45	0.116	23.49%			
SITE NEW CONC		0.005				LAURA STREET TRIPLEX SITE PLAN RIDGWAY, COLORADO
	PROPOSED	RIGHT-OF- ROAD CENT EASEMENT PROPERTY CONTOURS CONTOURS ASPHALT CONCRETE GRAVEL SIGN FENCE	ERLINE LINE MAJOR	PRO DATI DRA CHE	E FTER CKED	06/18/2020 CH

SHEET INDEX

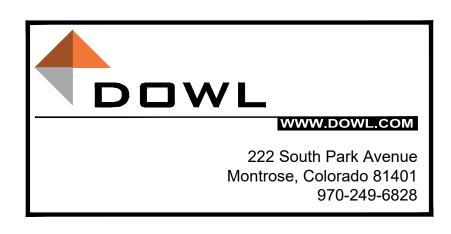
SHEET NO.	TITLE
C-1	COVER SHEET
C-2	EXISTING CONDITIONS / DEMOLITION PLAN
C-3	SITE PLAN
C-4	UTILITY PLAN
C-5	GRADING AND EROSION CONTROL PLAN
D-1	DETAILS



VICINITY MAP N.T.S.

HABITAT FOR HUMANITY LAURA STREET TRIPLEX RIDGWAY, COLORADO PROJECT NO. 7122.75084.01

PREPARED BY:



PREPARED FOR:

HABITAT FOR HUMANITY OF THE SAN JUANS ERICA MADISON, EXECUTIVE DIRECTOR PHONE: 970-252-9303 X 5 Email: ERICA@BUILDINGLIVES.ORG 1601 N. TOWNSEND AVE MONTROSE, CO 81401





	<u>END</u>	
EXISTING	PROPOSED	
		RIGHT-OF-WAY LINE ROAD CENTERLINE EASEMENT
— — — <i>-8455- — — —</i>	8475	PROPERTY LINE CONTOURS MAJOR CONTOURS MINOR
		ASPHALT
		CONCRETE
		GRAVEL
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>	>	CULVERT END
— SD — SD —	SD	
—D—D—		DITCH
X.X%	X.X%	DRAINAGE ARROW
FG 7500.00	FG 7500.00	SPOT ELEVATION

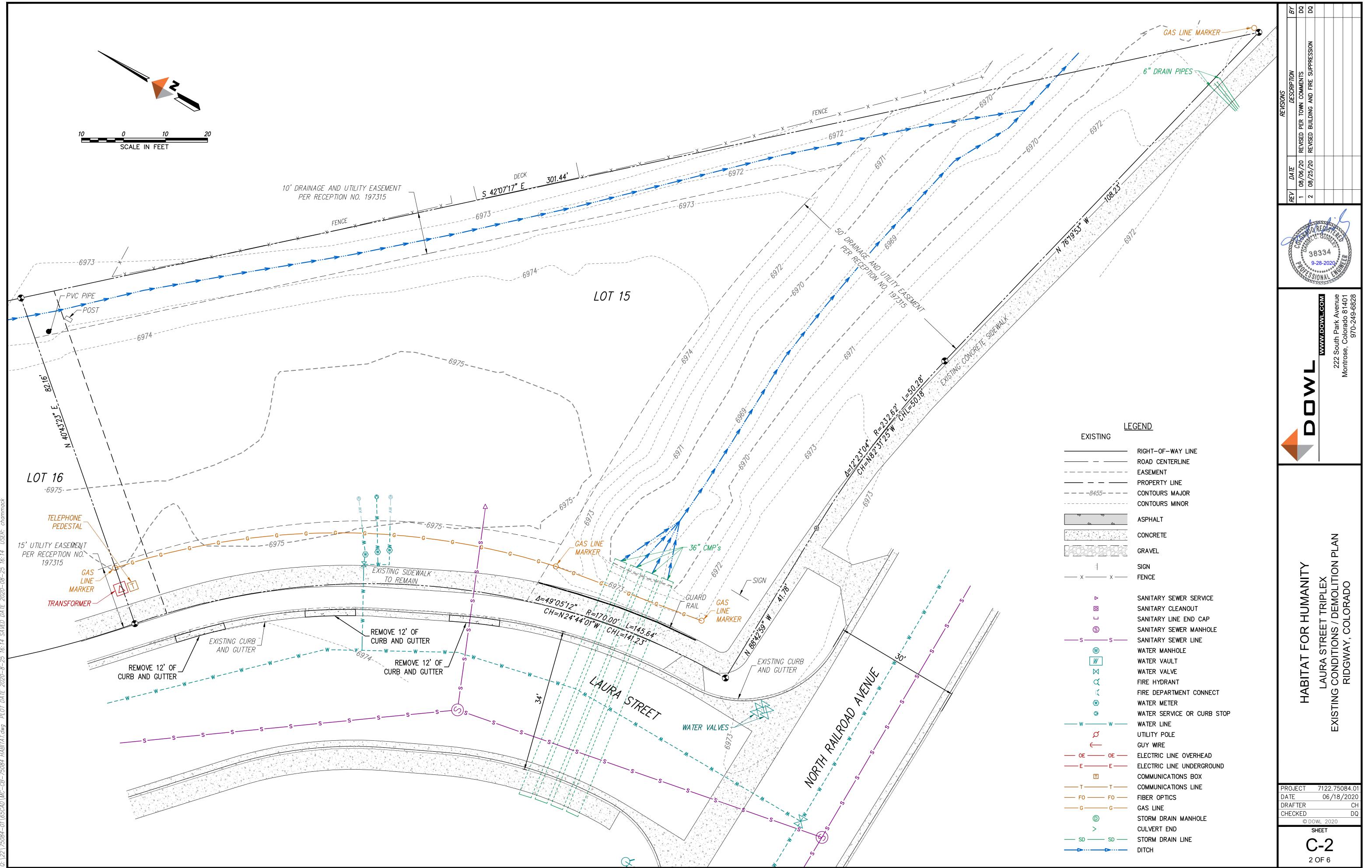
<u>LEGEND</u>

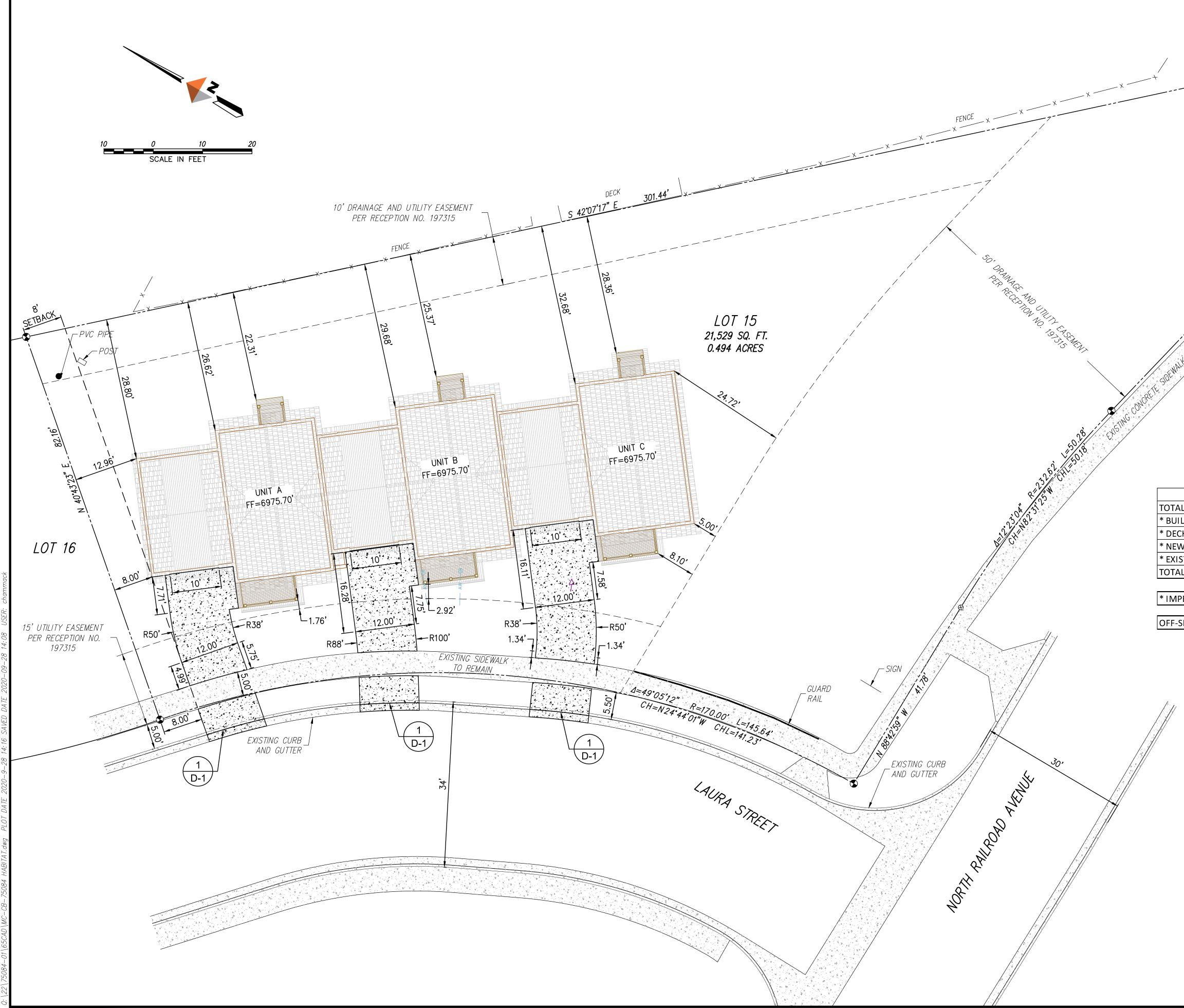
ROPERTY LINE ONTOURS MAJOR NTOURS MINOR PHALT **NCRETE** AVEL NCE NITARY SEWER SERVICE NITARY CLEANOUT NITARY LINE END CAP NITARY SEWER MANHOLE NITARY SEWER LINE TER MANHOLE TER VAULT TER VALVE E HYDRANT DEPARTMENT CONNECT TER METER TER SERVICE OR CURB STOP TER LINE ILITY POLE WIRE ECTRIC LINE OVERHEAD ECTRIC LINE UNDERGROUND MMUNICATIONS BOX MMUNICATIONS LINE BER OPTICS s line ORM DRAIN MANHOLE JLVERT END ORM DRAIN LINE ГCH RAINAGE ARROW POT ELEVATION

PROJECT	7122.75084.01
DATE	06/18/2020
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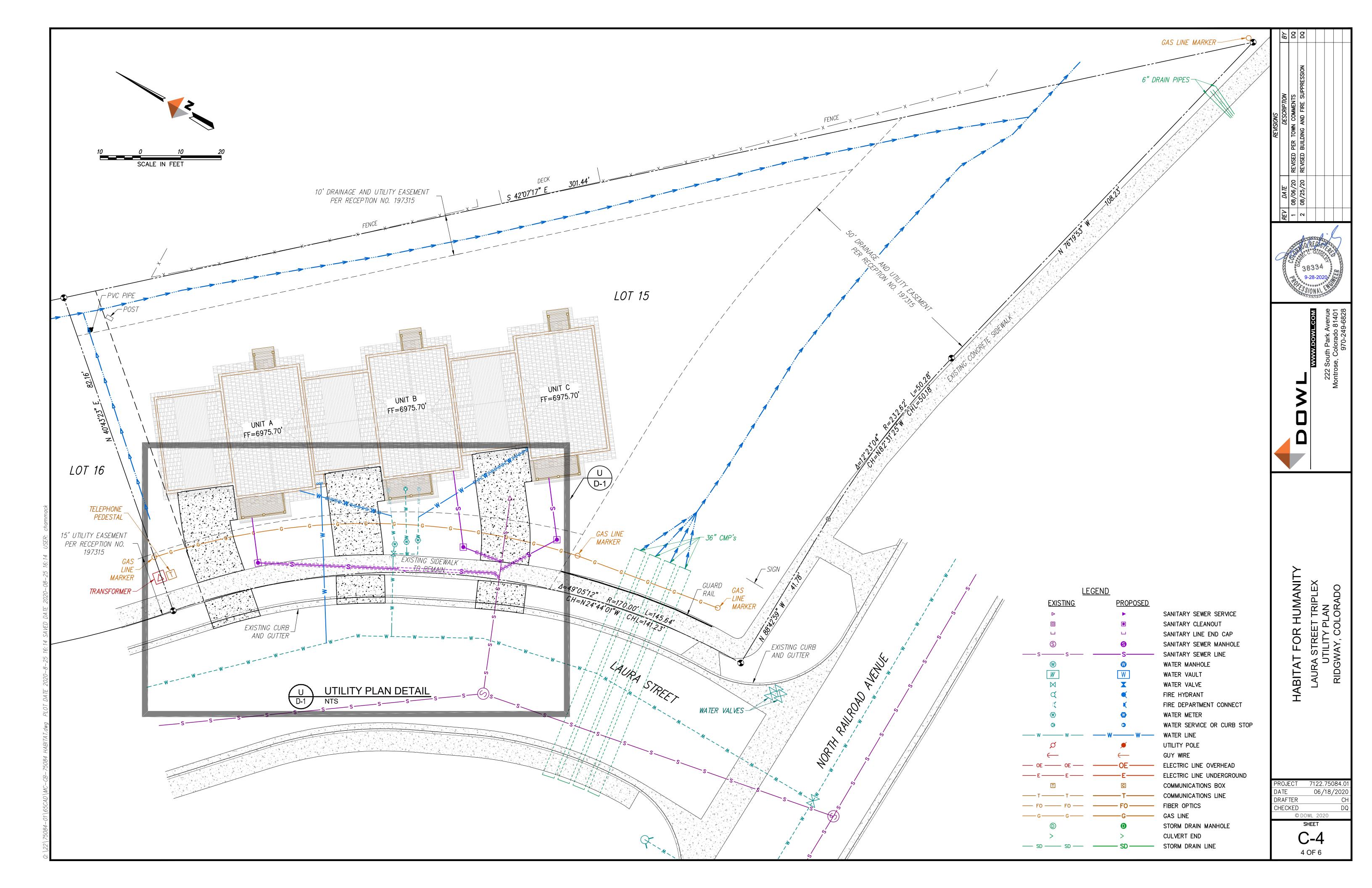


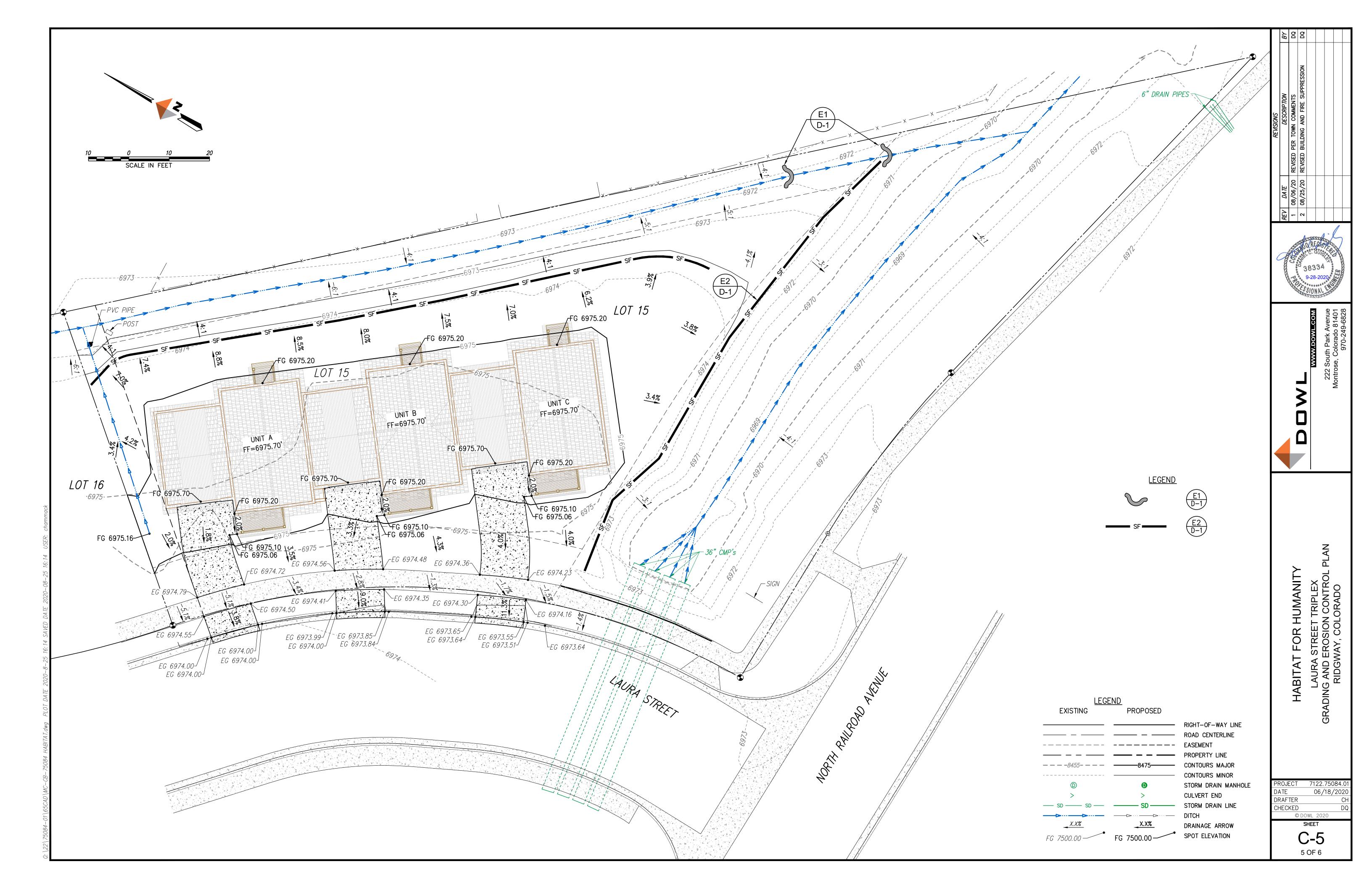
PRELIMINARY NOT FOR CONSTRUCTION

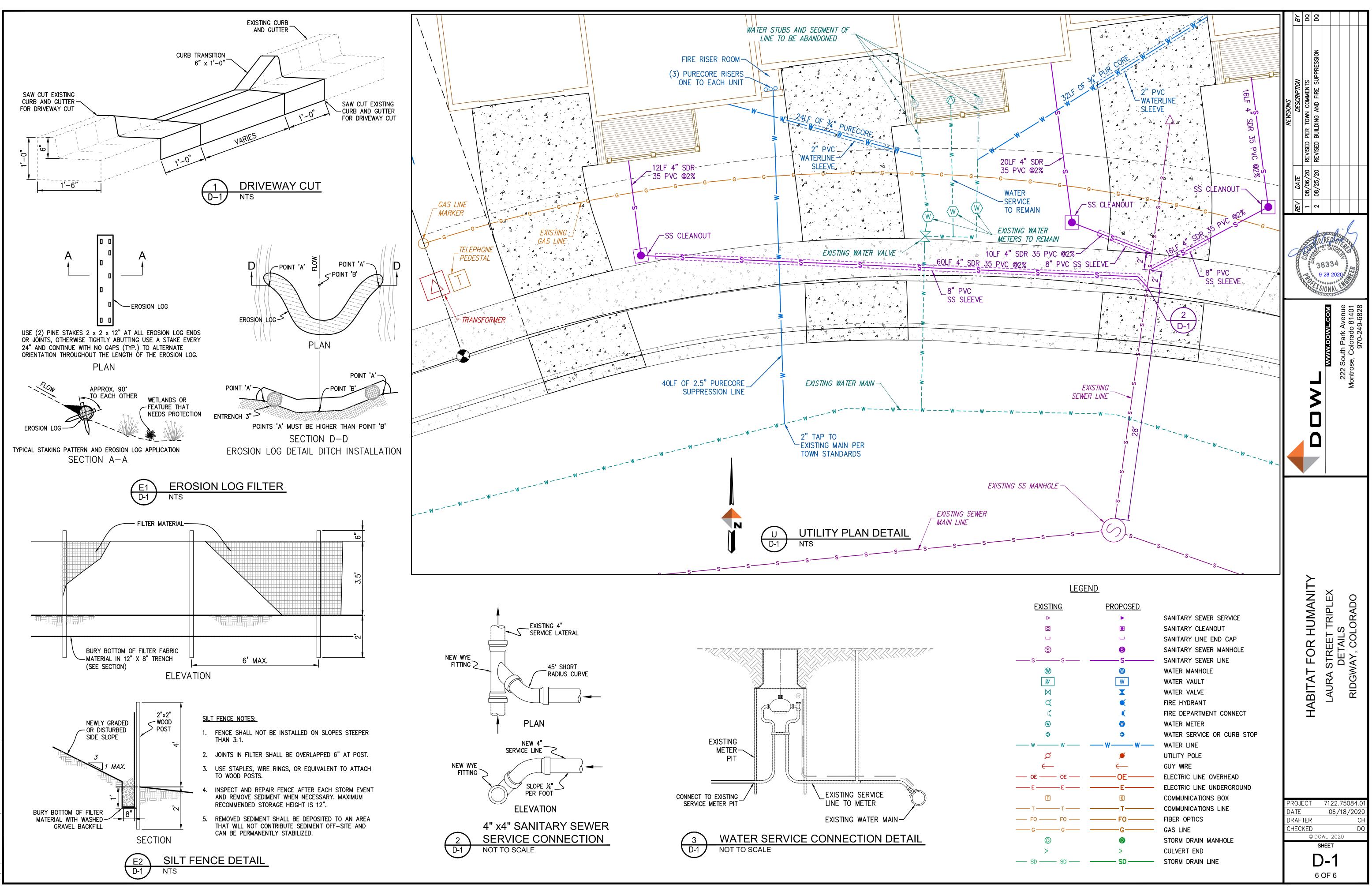




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	PROPOSED	RIGHT-OF- ROAD CENT EASEMENT PROPERTY CONTOURS CONTOURS ASPHALT CONCRETE GRAVEL SIGN FENCE	ERLINE LINE MAJOR	PRO DATI DRA CHE	E FTER CKED	06/18/2020 CH







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General Information

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

Fire Suppression Tap Application

Marcani marca		
Officia	Use Only	
Date Receiv	red: 8-9-7-1	2.
nitials:	0,	

Juans	~	pplication Date 08/04/2020
	er of Record	
N Laura S	treet 702,704,	706 N. Laura S
Filing	Lot 15	Block
Tap Size Re	Tap Size Requested (diameter in inches) 2.5"	
)	Juans Engine) N Laura S Filing Tap Size Re	Juans Engineer of Record N Laura Street 702, 704, Filing Lot 15

Excavation and Encroachment Permit Application with fee and bond, payable to the Town of Ridgway

Copy of completed fire flow test demonstrating sufficient fire flow for the proposed suppression system

Letter from the fire suppression system Professional Engineer indicating required tap size with supporting documentation

\$500.00 fire suppression tap fee, payable to the Town of Ridgway

The applicant understands that this permit, when issued, constitutes an agreement between the Town of Ridgway and the property owner under the following terms and conditions:

- 1. **Fire Suppression Tap Application:** This application, with all requisite documents and fees, as defined below, must be submitted to the Town prior to excavating in the right-of-way or performing the tap.
- 2. **State Permits Required:** All fire suppression systems require approval through the State. Applicant is responsible for coordinating all State requirements for a fire suppression system.
- 3. Encroachment and Excavation Permit Application: Applicant is responsible for excavation to the main water line, tapping the water line, backfill & re-compaction of the trench in the Town's right-ow-way. To excavate into the Town right-of-way for access to the main water line an Encroachment and Excavation application must be completed & approved, with applicable fees & bond paid to the Town. The Applicant must apply for and receive an Encroachment and Excavation permit from the Town and is subject to all terms & conditions of the executed permit.
- 4. Engineered Fire Suppression System: The Applicant must submit an engineered Fire Suppression System Plan indicating the size of the tap and Pressure Reducing Valve (if applicable), required. Any tap greater than ½ the size of the main water line to be tapped must be installed with a "tee" in the main. Taps smaller than ½ the diameter may be installed by "hot" tap or a "tee". Should it be necessary to shut off the main, Applicant shall

1



Applicant Signature

TOWN HALL PO Box 10 1 201 N. Railroad Street 1 Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

provide notices to impacted water users consistent with the Town's standards. Applicant shall work with impacted water users to mitigate the impacts.

- 5. Fire Flow Test: Applicant shall arrange for and pay any applicable fees for a fire flow test. The Town Public Works Department must be contacted to schedule this test that ensures sufficient water flow for the proposed suppression system. A representative of the Town must be present to observe the flow test.
- 6. Work in Town Right-of-Way and Making the Tap: A representative of the Town must be present to observe all activities in the right-of-way or easement, including observation of the tap installation. In addition, a certified state inspector must also be present to approve the underground water supply line from the main water line to the riser. The Applicant is responsible for coordinating these activities with the Town and the appropriate state officials. The Applicant is also responsible for reimbursing the Town for out-of-pocket expenditures.
- 7. Safety Devices: The grantee of this permit is responsible (at his expense) for compliance with the Manual on Uniform Traffic Control Devices (MUTCD), including all lights, flares, barricades, walkways, covers and other safety devices that are required by Town and State law to properly protect the public during the progress of all work under this permit.
- 8. Standard Specifications: The minimum specification for materials to be used, the method of installation and all conditions of use for all enlargements or attachments to the Town owned utility systems are governed by the Town Standards for these systems as though the same were incorporated herein. Copies of these regulations the are available upon request. The applicant, if not the property owner, certifies by the signature noted below that he is an authorized agent for the owner and will inform the owner of the terms of this agreement, including the is an authorized agent for the owner and will inform the owner of the terms of this agreement, including compliance when in the owner of the terms of this agreement, including the is an authorized agent for the owner and will inform the owner of the terms of this agreement, including the is an authorized agent for the owner and will inform the owner of the terms of this agreement, including the is an authorized agent for the owner and will inform the owner of the terms of this agreement, including compliance with the Ridgway Municipal Code, which he/she has made in the owner's behalf.

08/04/2020	Digitally signed by Erica L. Madison Date: 2020.08.04 11:06:29 -06'00'	NIAGISON	Erica L.
	Digitally signed by Erica L. Madison	acciperv	

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777701		72,201 # XD= XD	_009 s	Fees Due
				Size of Fire Suppression/ Water Tap Required
tnəm	New Replace	Service Status:	sidential 🛐 Business	Type of Service:
				VlnO əsU leisiffO

Rec \$9/22

Land Title Guarantee Company

Date:February 02, 2017



HABITAT FOR HUMANITY OF THE SAN JUANS P.O. BOX 162 MONTROSE, CO 81402 colleen@buildinglives.org

Subject: Attached Title Policy OX85004389.2136365 for 400 N LAURA ST, RIDGWAY, CO 81432

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact the Final Policy Department at Phone: 303-850-4158 or Email Address: finals@ltgc.com

As a Colorado-owned and operated title company for over 45 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

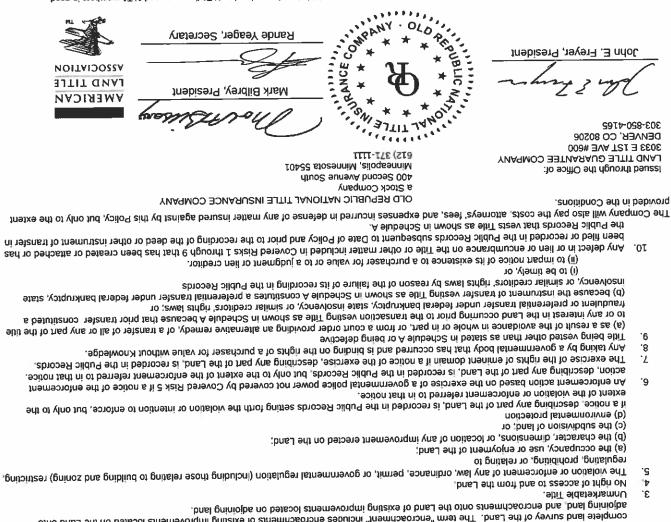
Sincerely,

Land Title Guarantee Company

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Copyright 2006-2015 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of



(b) The lies of real service races or assessments imposed on the Tride by a governmental authority due or payable, but unpaid.
(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Tride that would be disclosed by an accurate and (c) Any encroachment, encroachment, encroachment, encroachment, encroachment or adverse circumstance affecting the Tride that would be disclosed by an accurate and encomplete land survey of the Land. The term "encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements of existing inprovements located on the Land onto adjoining land. means authorized by law; or (vii) a defective judicial or administrative proceeding.

(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic

perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;

(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to authorized a transfer or conveyance;

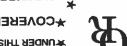
(i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have Any defect in the Title caused by (a) A defect in the Title covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by

Title being vested other than as stated in Schedule A.

the Amount of Insurance, sustained or incurred by the Insured by reason of:

"Company", insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTRINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, & Minnesota corporation, (the



т

COVERED RISKS

AUNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS

OWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to 1.

(i) the occupancy, use, or enjoyment of the Land;
 (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection:
- provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. Defects, liens, encumbrances, adverse claims, or other matters 2.
- З.
 - (a) created, suffered, assumed, or agreed to by the insured Claimant:
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant:

 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- in Schedule A, is
 (a) a fraudulent conveyance or fraudulent transfer; or
 (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. 5.

CONDITIONS

1. DEFINITION OF TERMS

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
 (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
 (d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors,

(a) successors to an insured by dissolution, merger, consolidation, distribution, or reorganization; (C) successors to an insured by its conversion to another kind of Entity:

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 (2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are

wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defensed as to any successor that the Company would have had

(e) "Insured Claimant": An Insured claiming loss or damage.
 (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

any other records that impart constructive notice of matters affecting the Title. (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy. (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law. (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without. Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection (i) "Title": The estate or interest described in Schedule and is located.

(i) "Title"

(i) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title. 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured. 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

5. DEFENSE AND PROSECUTION OF ACTIONS
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not

Tee, ACDITICATION Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the Either the Company or the Insured may demand that the claim or controversy shall be no joinder or consolidation with claims or controversies of other persons. American Late Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. American late Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of spoicy provision, or to any other controversy or claim anising out of the inanscripe guing is to this policy. All shiftshele in connection with its issuance or the breach of a policy provision, or to any other controversy or claim anising out of the inaureaction giving is a to this policy. All shiftshele matters when the Amount of Insurance is in excess of \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. Arbitrable matters when the Monunt of Insurance is in excess of \$2,000,000 or less shall be arbitrated to by both the Company and the Insured. Arbitration pursant to this policy and mount of Insurance is in excess of \$2,000,000 or less shall be and the option of either the Company and the Insured. Arbitration pursant to the mount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursant to the mount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursant to the adrift and the Supervise in an excess of \$2,000,000 shall be arbitrated on the Company and the Insured. Arbitration pursant to the advect and the Supervise is in excess of \$2,000,000 shall be arbitrated on the Company and the Insured. Arbitration pursant to the advect advect in excess of \$2,000,000 shall be arbitrated on **NOITAATIBAA .41**

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

(a) Whenever the Company shall have scaled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all onter rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, all onter rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, allowers and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant is any uncoling these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the Insured Claimant is any transaction or lingation involving these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant is any transaction or lingation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant and to use the Insured Claimant and in any transaction or lingation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant and the company to sue, componise, or settle in the name of the Insured Claimant and the Company to sue, componise, or settle of the Insured Claimant and to use the Insured Claimant and to use the Insured Claimant and the company these rights and remedies. The advection or fully cover the loss of the Insured Claimant and the covered is loss.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days. 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT 12. PAYMENT OF LOSS

The known of insurance shall be reduced by any amount the Company pays under any policy insuring a Morigage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is executed by an insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the insured under this policy. ΕΙΑΒΙLITY ΝΟΝΟυΜυλΑΤΙΛΕ

nder this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. consent of the Company. 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) If the Company establisher the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim is the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim is to bugations with respect to that matter and shall not be liable for any instance by any method, including litigation by the Company stability for loss or damage until there (c) The Company stability for loss or damage to the Insured.
 (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there is a final determination by a court of company or with the Company's consent, the Company shall have no liability for loss or damage until there (c) The Company shall not be liable for loss or damage to the Insured.

Claimant or as of the date it is settled and paid. (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions. (a) If the Company externations are extent of liability under (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with (b) If the Company externations are extent of the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with (b) If the Company establishes the Tailo are extent of the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with (c) If the Company establishes the Tailo are extented in a context of the company establishes the Tailo are extented in a context of the Company establishes the Tailo are extented in accordance with the the company establishes the Tailo are extented in a context of the extented in a context of the extented in accordance with a context of the extented in a context of the extented in accordance with a context of the extent of the extented in accordance with a context of the extente

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy. (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance: or

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. (a) The extert of liability of the Company for loss or damage under this policy shall not exceed the lesser of (a) The extert of liability of the Company for loss or damage by reason. 8. DETERMINATION AND EXTENT OF LIABILITY

A AND EXTENT OF LIABILITY defend, prosecute, or continue any litigation. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under the restricted of the company's obligations to the instruction to the the desired of the company's obligations to the instruction of the company's obligations to the instruction of the company's obligations to the company's obligations to the company of the company's obligations to the company of the company's obligations to the instruction of the company's obligations to the instructions to the company's obligations to the company's obligations to the company of the company's obligations to the company to the company's obligations to the company's obligati Ked of bay.

(ii) To pay or otherwise settle with the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or (iii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' (ies, and expensed incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay

(a) To Pay or Tender Payment of the Amount of Insurance.
 (b) To Pay or Tender Payment of the Amount of Insurance.
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 (b) To Pay or Otherwise Settle with Other parties for or in the name of an Insured Claimant.
 (b) To Pay or Otherwise Settle with Other parties for or in the name of an Insured Claimant.
 (c) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimant.
 (d) To Pay or otherwise Settle with Other parties for or in the name of an Insured Claimant.
 (e) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimant.
 (f) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimant.
 (h) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimant.
 (h) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimant.
 (h) To Pay or otherwise Settle with other parties for or in the name of an Insured Claimance.

In case of a claim under this policy, the Company shall have the following additional options:

the matter or matters requiring such cooperation. (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, Inspection, and copying, at such reasonable innes and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including pooks, ledgers, checks, memorands, correspondence, reports, e-mails, disks, lapse, and videos whether bearing a date before prant that reasonably perain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall prant that reasonably perain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall prant that reasonably perain to the loss or damage. Further, if requested by any authorized representative of the Company to examine that reasonably perain to the loss or damage. All information to the company in the administration of the claim. Failure of the Insured Claimant to prant that reasonably perain to the reasonable judgment of the Company, to examine inspect, and copy all of the company pursuant to prant that reasonably perain to the loss or damage. All information, or great permission to secure reasonably necessary information from third parties as about to be disclosed to other unless, in the reasonably requested information, or great permission to secure reasonably necessary information from third parties about the disclosed to other unless. In the reasonably requested information, or great permission to secure reasonably necessary information from third parties as the administration under this policy, the Company shall have the following additional options: To **PATIONS TO PAY OR OTHERWINE SETTLE CLAIMS; TERMINATION OF LIABILITY PATIONS TO PAY OR OTHERWINE SETTLE CLAIMS;** Termination is a claim under this policy, the Company shall have the following additional o

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable and (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting sectlement, and (ii) in any other lawful act that in the optinion of the Company may be writnesses, prosecuting or defending the action or proceeding, or effecting sectlement, and (ii) in any other lawful act that in the optinion of the company may be more section or the Insured and the action or proceeding, or effecting sectlement, and (ii) in any other lawful act that in the optinion of the company may be into Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any lingation, with regard to the matter required cooperation.

insured against by this policy. (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action of the proceeding or to do any other act that in its option may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the proceeding or to do any other act that in its option may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the proceeding or to do any other act that in its option may be necessary or desirable to esterise its rights under this subsection, it must to so diligenly. (c) Whenever the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall be under the ting subsection, it must to so diligenly. (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the liugation to a final determination in the company prover the Company brings on a significant or any provision of table to the right, in its sole discretion, to appeal any adverse judgment or order. (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the liugation to a final determination in a comprehent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order. (a) the company brings and any appropriate action or asserts a defense as required or permitted by this policy, the Company may pursue the liugation to a final determination to a many adverse judgment or order. (b) the company adverse judgment or order to envisor to appeal any adverse judgment or order. (c) Whenever the Company brings are any ection or asserts a defense and any appeales, the instruction and any appeales and any appeales any adverse judgment or order.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. Insura

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction. 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY Adopted 6-17-06 Copyright 2006-2015 American Land Title Association. All rights reserved. ao.06.policy.cover.odt

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

A slubsdoz

Policy Number: OX85004389.2136365

Order Number: OU 85004389

00.002,88\$:tnuomA

400 N LAURA ST, RIDGWAY, CO 81432 Property Address:

1. Policy Date:

December 27, 2016 at 5:00 P.M.

2. Name of Insured:

SNAUL NAS 3HT 3O YTINAMUH SO3 TATIBAH

this policy is: 3. The estate or interest in the Land described or referred to in this Schedule and which is covered by

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

SNAUL NAS 3HT 30 YTINAMUH 903 TATIBAH

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

LOT 15, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.

This Policy Valid only if Schedule B is attached.

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\$45,000.00 RECORDED DECEMBER 27, 2016, UNDER RECEPTION NO. 217644. THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF ALPINE BANK TO SECURE THE SUM OF 23) DEED OF TRUST DATED DECEMBER 21, 2016, FROM HABITAT FOR HUMANITY OF THE SAN JUANS TO OF PARKSIDE SUBDIVISION RECORDED MARCH 19, 2008 UNDER RECEPTION NO. 197315. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT (ZZ RECORDED MARCH 19, 2008 AT RECEPTION NO. 197314. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENT AND SECURITY AGREEMENT (12 IN INSTRUMENT RECORDED MARCH 19, 2008, UNDER RECEPTION NO. 197316. THE EXTENT THAT SAID COVENENT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, RESTRICTIVE COVENENTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT (∩Z RECEPTION NO. 18/041. 18, 2003 AT RECEPTION NO. 180738 AS SHOWN ON PLAT OF DEDICATION RECORDED JAUUARY 21, 2005 AT TF078T ON ON THE RECORDED PLAT OF BOUNDARY AND DEDICATION RECORDED JANUARY 21, 2005 AT RECEPTION EASEMENTS, CONDITIONS, COVENENTS, RESTRICTIONS, RESERVATIONS, PROVISIONS AND NOTES (8T NATIONAL BANK RECORDED APRIL 18, 2003 AT RECEPTION NO. 180741. INFRASTRUCTURE BETWEEN OURAY COUNTY SCHOOL DISTRICT R-2, KOLOWICH GROUP, INC. AND FIRST TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT REGARDING (2τ RECEPTION NO. 180740. & PIPELINE CO., A COLORADO CORPORATION AND FIRST NATIONAL BANK RECORDED APRIL 18, 2003 AT DISTRICT, R-2, KOLOWICH GROUP, INC., A COLORADO LIMITED LIABILITY COMPANY, ROUNDHOUSE WATER JOOHOS YTNUOD YAANO NEEWTEB THEMERE EASEMENT BETWEEN OURAY COUNTY SCHOOL TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT RECARDING - (9τ TOWN OF RIDGWAY, COLORADO RECORDED APRIL 17, 2003 AT RECEPTION NO. 180716. DECLARATION OF COVENANTS BETWEEN KOLOWICH GROUP, INC. A COLORADO CORPORATION AND THE TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT AND (GT Order Number 85004389 Policy Number OX85004389.2136365 (Schedule B) Land Title Guarantee Company Representing Old Republic National Title Insurance Company

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

GEOTECHNICAL ENGINEERING STUDY RESIDENTIAL TRI-PLEX STRUCTURE LOT 15 PARKSIDE DEVELOPMENT RIDGWAY, COLORADO

Prepared for:

HABITAT FOR HUMANITY OF THE SAN JUANS

PROJECT NUMBER: M17022GE

NOVEMBER 17, 2017

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Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

November 17, 2017

Habitat for Humanity of the San Juans PO Box 162 Montrose, Colorado

Attention: Mr. Todd Abramson

PN: M17022GE

Subject: Geotechnical Engineering Study for the Proposed Residential Tri-Plex Structure Lot 15 Parkside Development Ridgway, Colorado

Mr. Abramson:

Lambert and Associates is pleased to present our geotechnical engineering study for the subject project. The field study was completed on October 18, 2017. The laboratory study was completed on November 9, 2017. The analysis was performed and the report prepared from November 9 through 17, 2017. Our geotechnical engineering report is attached.

We are available to provide material testing services for soil and concrete and provide foundation excavation observations during construction. We recommend that Lambert and Associates, the geotechnical engineer, for the project provide material testing services to maintain continuity between design and construction phases.

If you have any questions concerning the geotechnical engineering aspects of your project please contact us. Thank you for the opportunity to perform this study for you.

Respectfully submitted,

LAMBERT AND ASSOCIATES

Daniel R. Lambert, P.E.

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1.0 INTRODUCTION

This report presents the results of the geotechnical engineering study we conducted for the proposed tri-plex residential structure. The study was conducted at the request of Todd Abramson, Construction Manager, Habitat for Humanity of the San Juans, in general accordance with our proposal for geotechnical engineering services dated June 12, 2017.

The conclusions, suggestions and recommendations presented in this report are based on the data gathered during our site and laboratory study and on our experience with similar soil conditions. Factual data gathered during the field and laboratory work are summarized in Appendices A and B.

1.1 Proposed Construction

It is our understanding the proposed construction is to include a tri-plex residential structure and associated utilities and parking and drive areas.

1.2 Scope of Services

Our services included geotechnical engineering field and laboratory studies, analysis of the acquired data and report preparation for the proposed site. The scope of our services is outlined below.

- The field study consisted of describing and sampling the soil materials encountered in three (3) small diameter continuous flight auger advanced test borings in the general vicinity of the proposed structure.
- The materials encountered in the test borings were described and samples retrieved for the subsequent laboratory study.
- The laboratory study included tests of select soil samples obtained during the field study to help assess:
- . the soil strength potential (internal friction angle and cohesion) of samples tested,

- . the swell and expansion potential of the samples tested,
- . the settlement/consolidation potential of the samples tested, and

- the moisture content and density of samples tested.
- This report presents our geotechnical engineering comments, suggestions and recommendations for planning and design of site development including:
- . viable foundation types for the conditions encountered,
- . allowable bearing pressures for the foundation types,
- . lateral earth pressure recommendations for design of laterally loaded walls,
- . geotechnical engineering considerations and recommendations for concrete slab on grade floors, and
- . geotechnical engineering considerations and recommendations for compacted structural fill.
- Our comments, suggestions and recommendations are based on the subsurface soil and ground water conditions encountered during our site and laboratory studies.
- Our study did not include any environmental or geologic hazard issues.

2.0 SITE CHARACTERISTICS

Site characteristics include observed existing and pre-existing site conditions that may influence the geotechnical engineering aspects of the proposed site development.

2.1 Site Location

The site is located on Lot 15 of the Parkside development in Ridgway, Colorado.

2.2 Site Conditions

The site is currently a vacant, undeveloped lot. The lot is generally devoid of vegetation and exhibits positive surface drainage toward the drainage area to the south. The lot is bordered on the west by North Laura Street and to the south by North Railroad Street. The lot is bordered to the north and east by residential lots similar in terrain to the subject site.

2.3 Subsurface Conditions

The subsurface exploration consisted of observing, describing and sampling the soil materials encountered in three (3) small diameter auger advanced test borings. The approximate locations of the test borings are shown on Figure 2. The logs describing the soil materials encountered in the test borings are presented in Appendix A.

The soil materials encountered within the test borings generally consisted of silty clay to the depths explored, approximately fifteen (15) feet below existing site grades. The soil materials encountered were medium stiff and exhibited low load bearing characteristics.

At the time of our field study the proposed development site was not irrigated. It has been our experience that after the site is developed and once landscape irrigation begins the free subsurface water level may tend to rise. In some cases the free subsurface water level rise, as a result of landscape irrigation and other development influences, can be fairly dramatic and the water level may become very shallow.

It appears that the subdivision development included excavating and fill placement. We anticipate that there exists man placed fill material on the lot site areas. The subdivision has been dormant for several years. During that time the near surface soil materials have been subjected to several freeze-thaw cycles each winter and some drying and wetting cycles during the summer. These cycles loosen the near surface materials and they become poor support materials for structural components. These near surface soil materials will likely need to be addressed during lot development.

It is difficult to predict if unexpected subsurface conditions will be encountered during construction. Since such conditions may be found, we suggest that the owner and the contractor make provisions in their budget and construction schedule to accommodate unexpected subsurface conditions.

2.4 Site Geology

A brief discussion of the general geology of the area near the site is presented in Appendix C. The surface geology of the site was determined by observation of the surface conditions

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at the site and observing the soils encountered in the test borings on the site.

2.5 Seismicity

According to the International Building Code, 2009 Edition, based on the subsurface conditions encountered and the assumption that the soils described in the test borings are likely representative of the top 100 feet of the soil profile, we recommend that the site soil profile be $S_{\rm D}$.

3.0 PLANNING AND DESIGN CONSIDERATIONS

A geologic hazard study was not requested as part of the scope of this report, however there are some conditions which were observed at the site during the field study which may influence the development.

All of the suggestions and design parameters presented in this report are based on high quality craftsmanship, care during construction and post construction cognizance of the potential for swell or settlement of the site support materials and appropriate post construction maintenance.

All construction excavations should be sloped to prevent excavation wall collapse. We suggest that as a minimum the excavation walls should be sloped at an inclination of one-and-one-half (1-1/2) to one (1) (horizontal to vertical) or flatter. The area above the foundation excavations should be observed at least daily for evidence of slope movement during construction. If evidence of slope movement is observed we should be contacted immediately.

We anticipate that excavation and fill placement operations may be associated with the proposed site development. Excavations in the area which generate vertical or sloped exposures should be kept to a minimum.

Excavations which result in cut slopes with a vertical height greater than about four (4) feet or with a slope or structure above should be analyzed on a site specific basis. Temporary excavation cut slopes in competent material should not exceed a one-and-one-half to one (1)

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-1/2 to 1) (horizontal to vertical) inclination. All construction excavations should conform to Occupational Safety and Health Administration (OSHA) standards or safer. All permanent slopes should be constructed with inclinations of three to one or flatter.

Slope and excavation surfaces should be protected by vegetation and/or other means to prevent erosion. Surface runoff should not be allowed to cascade over the top of a slope or to pond at the toe of any slope.

We anticipate that some embankment fill slopes will be constructed on the site. Fill slopes greater than about three (3) feet vertical height or fill slopes supporting structures will require additional analysis. We recommend that each proposed fill slope on the site be analyzed on a per site basis when the proposed site configuration and fill material has been determined. If fill slopes will be constructed on site we should be contacted to provide geotechnical engineering review and recommendations for the design and construction of the slopes.

Generally, fill material placed on a site surface which will be used to support structures or additional fill material should be placed so that the contact between the existing site surface and the added fill material will be strong enough to support the added load. This should be addressed on a site and fill area specific basis. The technique recommended will be based on the site configuration, the finished fill configuration the actual material to be used for the fill material and the size of the area thus constructed. Frequently the preparation of the site area to receive fill material will include removing organic and loose near surface native material in the area to receive fill material, placing the material in thin horizontal lifts which are compacted at the appropriate moisture content. Some fill areas could benefit from the installation of a subsurface drain system at the fill material/natural material contact. We are available to, and recommend that, we discuss this with you and provide site and fill specific recommendations when this portion of your development plan merits the additional study.

4.0 ON-SITE DEVELOPMENT CONSIDERATIONS

We anticipate that the subsurface water elevation may fluctuate with seasonal and other varying conditions. Excavations may encounter subsurface water and soils that tend to cave or yield. If water is encountered it may be necessary to dewater construction excavations to provide more suitable working conditions. Excavations should be well braced or sloped to

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prevent wall collapse. Federal, state and local safety codes should be observed. All construction excavations should conform to Occupational Safety and Health Administration (OSHA) standards or safer.

The site construction surface should be graded to drain surface water away from the site excavations. Surface water should not be allowed to accumulate in excavations during construction. Accumulated water could negatively influence the site soil conditions. Construction surface drainage should include swales, if necessary to divert surface water away from the construction excavations.

Organic soil materials in areas to receive fill material or structure components should be removed. The organic soil materials are not suitable for support of the structure or structural components.

Man placed fill material exists on site. The quality of the man placed fill is not known and may not be suitable for support of the structure or structural components. The quality of the existing man placed fill should be verified or the fill removed and replaced with compacted structural fill prior to supporting building or building components on the fill.

It has been our experience that sites in developed areas may contain existing subterranean structures or poor quality man placed fill. If subterranean structures or poor quality man placed fill are suspected or encountered, they should be removed and replaced with compacted structural fill as discussed under COMPACTED STRUCTURAL FILL below.

The soil materials exposed in the bottom of the excavation may be very moist and may become yielding under construction traffic during construction. It may be necessary to use techniques for placement of fill material or foundation concrete which limits construction traffic in the vicinity of the very moist soil material. If yielding should occur during construction it may be necessary to construct a subgrade stabilization fill blanket or similar to provide construction traffic access. The subgrade stabilization blanket may include over excavating the subgrade soils one (1) to several feet and replacing with aggregate subbase course type material. The stabilization blanket may also include geotextile stabilization fabric at the bottom of the excavation prior to placement of aggregate subbase course stabilization fill. Other subgrade stabilization techniques may be available. We are available to discuss this with you.

Free subsurface water was not encountered in our test borings during the drilling activities. We anticipate that the free subsurface water may be much shallower during wetter seasons. We do not recommend construction of basements below the highest anticipated free subsurface water elevation. It may be necessary to install standpipe piezometers in areas where basements will be planned and the free subsurface water elevation monitored for a significant period of time to help identify the anticipated highest elevation of the free subsurface water.

5.0 FOUNDATION SUPPORT CHARACTERISTIC

Two criteria for foundation design which must be satisfied for satisfactory performance are:

- contact stresses must be low enough to preclude shear failure of the foundation soils which would result in lateral movement of the soils from beneath the foundation, and
- 2) settlement or heave of the foundation must be within amounts tolerable to the superstructure.

The soil materials encountered in the test borings have varying engineering characteristics that may influence the design and construction considerations of foundations. The characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils supporting the foundations. These are discussed below.

5.1 Swell Potential

Some of the materials encountered in the test borings at the anticipated foundation depths may have swell potential. Swell potential is the tendency of the soil to increase in volume when it becomes wetted. The volume change occurs as moisture is absorbed into the soil and water molecules become attached to or adsorbed by the individual clay platlets. Associated with the process of volume change is swell pressure. The swell pressure is the force the soils applies on its surroundings when moisture is absorbed into the soil. Foundation design considerations concerning swelling soils include structure tolerance to movement and dead load pressures to help restrict uplift. The structure's tolerance to movement should be

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addressed by the structural engineer and is dependent upon many facets of the design including the overall structural concept and the building material. The uplift forces or pressure due to wetted clay soils can be addressed by designing the foundations to account for swelling soils.

5.2 Settlement Potential

Settlement potential of a soil is the tendency for a soil to experience volume change when subjected to a load. Settlement is characterized by downward movement of all or a portion of the supported structure as the soil particles move closer together resulting in decreased soil volume. Settlement potential is a function of foundation loads, depth of footing embedment, the width of the footing and the settlement potential or compressibility of the influenced soil. Foundation design considerations concerning settlement potential include the amount of movement tolerable to the structure and the design and construction concepts to help reduce the potential movement.

5.3 Soil Support Characteristics

The soil bearing capacity is a function of the engineering properties of the soils supporting the foundations, the foundation width, the depth of embedment of the bottom of the foundation below the lowest adjacent grade, the influence of the ground water and the amount of settlement tolerable to the structure.

Foundations for the structures should be placed on relatively uniform bearing conditions. Varying support characteristics of the soils supporting the foundation may result in nonuniform or differential performance of the foundation. The influence of nonuniform bearing conditions may be reduced by recognizing and accommodating during the site specific design.

6.0 FOUNDATION RECOMMENDATIONS

Geotechnical engineering considerations which influence the foundation design and construction recommendations presented below are discussed in Appendix C.

We have analyzed spread footing foundations as a potential foundation system for the



proposed structure. These are discussed below. Due to the number of possible foundation types available and design and construction techniques there may be design alternatives which we have not presented in this report. We are available to discuss other foundation types.

We recommend that the entire structure be supported on only one foundation type. Combining foundation types will result in differential and unpredictable foundation performance between the varying foundation types. We recommend that the structure footprint not be traversed by the cut/fill contact which would result in a portion of the structure underlain by fill material and part of the structure underlain by materials exposed by excavated cut. If this condition will exist please contact us so that we can revise our recommendations to accommodate the cut/fill contact scenario.

All of the design parameters presented below are based on techniques performed by an experienced competent contractor and high quality craftsmanship and care during construction. We recommend post construction cognizance of the volume change potential of the near surface soil materials and the need for appropriate post construction maintenance.

The spread footing recommendations include recommended design and construction techniques to reduce the influence of movement of the soil materials supporting the foundation but should not be interpreted as solutions for completely mitigating the potential for movement from the support soil material volume change.

Because of site configuration and planned construction you may decide that it is not practical to support the structure on drilled piers. For this reason we have provided spread footing recommendations as an alternative foundation to drilled piers. The spread footing recommendations include recommended design and construction techniques to reduce the influence of swelling soils supporting the foundation but should not be interpreted as solutions for completely mitigating the potential for movement from swelling soil supporting footings.

Exterior column supports should be supported by foundations incorporated into the foundation system of the structure not supported on flatwork. Column supports placed on exterior concrete flatwork may move if the support soils below the concrete slab on grade become wetted and swell or freeze and raise or settle. Differential movement of the exterior columns may

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cause stress to accumulate in the supported structure and translate into other portions of the structure.

6.1 Spread Footing Foundations

In our analysis it was necessary to assume that the material encountered in the test borings extended throughout the building site and to a depth below the maximum depth of the influence of the foundations. We should be contacted to observe the soil materials exposed in the foundation excavations prior to placement of foundations to verify the assumptions made during our analysis.

The bottom of the foundation excavations should be thoroughly cleaned and observed when excavated. Any loose or disturbed material exposed in the foundation excavation should be removed or compacted prior to placing foundation concrete.

The bottom of the foundation excavations should be compacted prior to placing compacted structural fill or foundation concrete. We suggest the materials exposed be compacted to at least ninety (90) percent of the materials moisture content-dry density relationship (Proctor) test, ASTM D1557. Excavation compaction is to help reduce the influence of any disturbance that may occur during the excavation operations. Any areas of loose, low density or yielding soils evidenced during the excavation compaction operation should be removed and replaced with compacted structural fill. Caution should be exercised during the excavation compacting may increase pore pressure of the subgrade soil material and degrade the integrity of the support soils. Loose or disturbed material in the bottom of the foundation excavations which are intended to support structural members will likely result in large and unpredictable amounts of settlement, if the loose or disturbed material is not removed or compacted.

The bottom of any footings exposed to freezing temperatures should be placed below the maximum depth of frost penetration for the area. Refer to the local building code for details.

All footings should be appropriately proportioned to reduce the post construction differential settlement. Footings for large localized loads should be designed for bearing pressures and footing dimensions in the range of adjacent footings to reduce the potential for differential

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settlement. We are available to discuss this with you.

Foundation walls should be reinforced for geotechnical engineering purposes. The structural engineer should be consulted for foundation design. The structural engineering reinforcing design tailored for this project will be more appropriate than the suggestions presented above.

The structure may be founded on spread footings. We recommend the use of a blanket of structure fill material beneath the spread footing foundation members. Spread footings may be placed either on the natural undisturbed soils or on a blanket of compacted structural fill. The blanket of compacted structural fill is to help provide uniform support for the footings and to help reduce the theoretical calculated post construction settlement. The theoretical calculated post construction settlement. The footings are presented below.

We suggest that you consider the foundation be supported on a blanket of compacted structural fill at least one (1) foot thick to help mask the influence of volume change soil materials supporting the footings. The blanket of compacted structural fill will not prevent movement of the footings from volume change in the support soil materials but will mask the influence of volume changes of the soils supporting the footings. If the footings are supported on a blanket of compacted structural fill should extend beyond each edge of each footing a distance at least equal to the fill thickness. This concept is shown on Figure _. Geotechnical engineering recommendations for constructing compacted structural fill are presented below.

All footings should have a minimum depth of embedment of at least one (1) foot below the lowest adjacent grade when placed either on the natural undisturbed soils or a blanket of compacted structural fill. Deeper embedment will be needed for footings exposed to exterior climate.

The bearing capacity will depend on the minimum depth of embedment of the bottom of the footings below the lowest adjacent grade and the support characteristics of the soils supporting the foundation. Other characteristics may influence embedment. The embedment concept is shown on Figure 4.

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Bearing capacity and associated minimum depth of embedment of the bottom of the footing below the lowest adjacent grade are presented below.

SPREAD FO	OTING	
SOIL BEARING	CAPACITY	
CONTINUOUS	ISOLATED	D*
(POUNDS PER SC	UARE FOOT)	(feet)
1,025	1,300	0
1,125	1,400	1
1,225	1,500	2

D* Minimum depth of embedment for footings adjacent to level areas.

If deeper embedment is considered for increased bearing capacity greater than presented above, we should be contacted to provide additional analysis and recommendations as needed. The bearing capacity design value is based on several considerations and these may change with depth.

The bearing capacity may be increased by about twenty (20) percent for transient loads such as wind and seismic loads.

It is our opinion that footings exposed to frost or freezing ground influences and all exterior footings should be embedded to frost depth or deeper. Interior footings should have a minimum depth of embedment of at least one (1) foot on all sides to provide a more predictable long term performance of the footing. We understand that construction techniques typically used in the area may result in some of the footing below the lowest adjacent grade. For this reason we have provided design values for footings constructed without embedment may be influenced by erosion, temperature changes, moisture content changes, swell potential of the soil supporting the footings and weathering of the soils supporting the footings and will have a less predictable settlement response than footings with embedment.

Exterior footings and footings with uneven backfill may result in movement of the footings.

Embedment of the footings on all sides will help reduce the potential for movement of footings with uneven backfill. We do not recommend exterior footings or footings with uneven backfill be constructed without a minimum depth of embedment of the bottom of the footing below the lowest adjacent grade of at least one (1) foot on all sides of the interior footings and frost depth for exterior footings.

The minimum depth of embedment is sufficient only to develop the bearing capacity for design purposes and does not account for frost influences. Actual design and construction should result in interior footings with one (1) foot or more embedment and exterior footings with frost depth or more embedment. Typically deeper embedment will increase bearing capacity and decrease post construction settlement and decrease the influence of expansive soils.

The soil sample tested had a measured swell pressure of approximately 500 to 2,100 pounds per square foot, however, the actual swell pressure of the support materials could be greater. When wetted the site soil materials may have the ability to raise supported foundation members with loads less than the swell pressure. The foundation design should be as rigid as possible with as high of a dead load as can be available. The greater the dead load on the footings the less the potential for movement from the foundation soils should they become wetted. If the soils become wetted they will swell and will raise the foundation portions supported on the wetted soils. If the structure is supported on spread footings the owner must realize that post construction movement of the footings is likely. We are available to discuss the implications of supporting foundations on swelling soils.

Interior column loads supported on spread footings which are structurally connected to the other foundation members will provide more uniform performance of the interior footings with respect to the other foundation members and will help reduce the potential differential settlement between interior and exterior foundation members. The foundation walls should be designed to act as beams to distribute stresses associated with the swelling volume changes of soils. The beam design should be addressed by the project structural engineer.

Exterior column supports should be supported by foundations incorporated into the foundation system of the structure not supported on flatwork. Column supports placed on exterior concrete flatwork may move if the support soils below the concrete slab on grade become wetted and swell or freeze and raise or settle. Differential movement of the exterior columns may

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cause stress to accumulate in the supported structure and translate into other portions of the structure.

The calculated theoretical estimated post construction settlement and swell potential may be reduced by placing the footings on a blanket of compacted structural fill. The calculated theoretical estimated post construction settlement and associated thickness of compacted structural fill are presented below.

THICKNESS OF	CALCULATED THEORETICAL ESTIMATED POST
COMPACTED STRUCTURAL FILL	CONSTRUCTION SETTLEMENT FOR
SUPPORTING FOOTINGS	CONTINUOUS SPREAD FOOTINGS (INCHES)

0 1 foot 2 feet

0

1 foot

2 feet

1 to 1-3/8 3/4 to 1 1/2 to 3/4

Lambert and Associates

THICKNESS OFCALCULATED THEORETICAL ESTIMATED POSTCOMPACTED STRUCTURAL FILLCONSTRUCTION SETTLEMENT FORSUPPORTING FOOTINGSISOLATED SPREAD FOOTINGS (INCHES)

1 to 1-5/8 3/4 to 1 1/2 to 3/4

The calculated theoretical settlement estimated values above are appropriate for continuous spread footings with a width of about two (2) feet or less and isolated spread footings with a width of about three (3) feet or less. Larger footings should be analyzed on a footing, load and width specific basis.

Footings should be sized so that each footing is in a similar size and load range as nearby footings to encourage similar performance. Very large footings or heavily loaded footings will influence the support soil materials to a deeper depth than small or lightly loaded footings and therefore will have different post construction performance characteristics.

The calculated settlement estimates are theoretical only. Actual settlement could vary throughout the site and with time.

If the footings are supported on a blanket of compacted structural fill, the blanket of compacted structural fill should extend beyond each edge of each footing a distance at least equal to the fill thickness. This concept is shown on Figure 3. Compacted Structural Fill is discussed in Section 8.0 below.

The site soil samples tested have measured swell pressures of approximately 500 to 2,100 pounds per square foot, however, the actual swell pressure of the support material could be greater. This swell pressure was measured for soils at the initial moisture content of the soil sample tested. The swell potential of the site soil materials could vary significantly and could be greater than that measured. The measured swell pressure may be influenced by disturbance of the sample during the sampling operation and the soil suction potential and initial moisture content.

Changes in the initial moisture content will significantly influence the swell pressure of the site soils. If the initial moisture content of the foundation soils is less than that of the test sample the actual swell pressures will likely be significantly higher than measured. If the initial moisture content of the foundation soils is greater than that of the test sample the actual swell pressures may be less than measured.

The bottom of the foundation excavations should be thoroughly cleaned and observed by the project Geotechnical Engineer or his representative when excavated. Any loose or disturbed material exposed in the foundation excavation should be removed or remedied prior to additional construction.

We recommend that we be contacted to observe the foundation excavations and backfill operations during construction to verify the soil support conditions and our assumptions upon which our recommendations are based. If necessary we may revise our recommendations based on our observations. We are available to provide material testing services during the construction phase of the project.

If lightly loaded structure members are supported on spread footings on expansive soil

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material then the owner must realize that post construction movement of the footings is likely. These lightly loaded areas of the footing should be designed with sufficient structural integrity to resist the forces from swelling soils.

Foundation members that will have significantly small or low dead loads, such as foundations beneath wall openings such as doorways, may be provided with a strengthened grade beam and/or positive separation between the foundation concrete and the underlying soil materials. That separation may be provided by using commercial void form material. We recommend that the structural engineer be consulted concerning the void form design concept.

If the void form design concept is part of the foundation design we suggest that the foundation design may consider including a four (4) to six (6) inch corrugated paper void form material beneath the footings in the lightly loaded portions of the foundation. The corrugated paper void forms provide temporary support for foundation concrete during construction. The low strength of the void form material is intended to allow the underlying soil materials to expand into the void form thereby exerting less or no uplift pressure on the foundation in the areas it is used. We are available to discuss the implications of supporting foundations on swelling soils.

7.0 INTERIOR FLOOR SLAB DISCUSSION

It is our understanding that, as currently planned, the floor may be either a concrete slab on grade or a supported structural floor. The natural soils that will support interior floor slabs are stable at their natural moisture content. However, the owner should realize that when wetted, the site soils may experience volume changes. The site soil samples tested had measured swell pressures of approximately 500 to 2,100 pounds per square foot and associated magnitudes of 2.0 to 6.5 percent of the wetted soil volume at a surcharge load of 100 pounds per square foot and the actual swell pressure could be greater.

The recommendations in this report do not address a monolithic floor slab/footing combination. The design and construction characteristics of the monolithic floor slab need geotechnical engineering design parameters tailored specifically for a monolithic slab and integral footing. Generally this type foundation/floor combination in this area with these site conditions does not perform as well as other choices.

Conditions which vary from those encountered during our field study may become apparent during excavation. We should be contacted to observe the conditions exposed at concrete slab on grade subgrade elevation to verify the assumptions made during the preparation of this report and to provide additional geotechnical engineering suggestions and recommendations as needed.

Engineering design dealing with swelling soils is an art which is still developing. The owner is cautioned that the soils on this site may have swelling potential and concrete slab on grade floors and other lightly loaded members may experience movement when the supporting soils become wetted. We suggest you consider floors suspended from the foundation systems as structural floors or a similar design that will not be influenced by subgrade volume changes. If the owner is willing to accept the risk of possible damage from swelling soils supporting concrete slab on grade floors, the following recommendations to help reduce the damage from swelling soils should be followed. These recommendations are based on generally accepted design and construction procedures for construction on soils that tend to experience volume changes when wetted and are intended to help reduce the damage caused by swelling soil materials. Lambert and Associates does not intend that the owner, or the owner's consultants should interpret these recommendations as a solution to the problems of swelling soils, but as measures to reduce the influence of swelling soils.

The shallow soil materials tested have a low volume change potential under light loading conditions. Concrete slab on grade floors may experience movement when supported by the natural onsite soils. Concrete slab on grade floors will perform best if designed to tolerate movement introduced by the subgrade soil materials.

Concrete flatwork, such as concrete slab on grade floors, should be underlain by compacted structural fill. The layer of compacted fill should be at least one (1) foot thick or thicker and constructed as discussed under COMPACTED STRUCTURAL FILL below. A one (1) foot thick or thicker blanket of structural fill material beneath the concrete flatwork is not sufficient to entirely mask the settlement or swell potential of the subgrade soil material but will only provide better subgrade conditions for construction. The concrete slab on grade should be designed by a structural engineer to be compatible with the site soil conditions.

The calculated theoretical estimated post construction heave potential of the slab may be

reduced by placing the slab on a blanket of compacted structural fill. The calculated theoretical estimated post construction heave and associated thickness of compacted structural fill are presented below.

THICKNESS OF COMPACTED STRUCTURAL FILL <u>SUPPORTING SLABS</u> 0 1 foot 2 feet

3 feet

CALCULATED THEORETICAL ESTIMATED POST CONSTRUCTION HEAVE (INCHES)

2-1/4 to 3 1-7/8 to 2-1/2 1-3/8 to 1-7/8 1 to 1-3/8

Lambert and Associates CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

The calculated post construction heave estimates are theoretical only. Actual heave could vary throughout the site and with time.

The natural soil materials exposed in the areas supporting concrete slab on grade floors should be kept very moist during construction prior to placement of concrete slab on grade floors. This is to help increase the moisture regime of the potentially expansive soils supporting floor slabs and help reduce the expansion potential of the soils. We are available to discuss this concept with you.

Concrete slab on grade floors should be provided with a positive separation, such as a slip joint, from all bearing members and utility lines to allow their independent movements and to help reduce possible damage that could be caused by movement of soils supporting interior slabs. The floor slab should be constructed as a floating slab. All water and sewer pipe lines should be isolated from the slab. Any equipment placed on the floating floor slab should be constructed with flexible joints to accommodate future movement of the floor slab with respect to the structure. We suggest partitions constructed on the concrete slab on grade floors be provided with a void space above or below the partitions to relieve stresses induced by elevation changes in the floor slab.

Floor slabs should not extend over foundations or foundation members. Floor slabs which extend over foundations or foundation members will likely experience post construction movement as a result of foundation movements. We are available to discuss this with you.

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The concrete slabs should be scored or jointed to help define the locations of any cracking. We recommend that joint spacing be designed as outlined in ACI 224R. In addition joints should be scored in the floors a distance of about three (3) feet from, and parallel to, the walls.

It should be noted that when curing fresh concrete experiences shrinkage. This shrinkage almost always results in some cracks in the finished concrete. The actual shrinkage depends on the configuration and strength of the concrete and placing and finishing techniques. The recommended joints discussed above are intended to help define the location of the cracks but should not be interpreted as a solution to shrinkage cracks. The owner must understand that concrete flatwork will contain shrinkage cracks after curing and that all of the shrinkage cracks may not be located in control joints. Some cracking at random locations may occur.

If moisture migration through the concrete slab on grade floors will adversely influence the performance of the floor or floor coverings we suggest that a moisture barrier may be installed beneath the floor slab to help discourage capillary and vapor moisture rise through the floor slab. The moisture barrier may consist of a heavy plastic membrane, six (6) mil or greater, protected on the top and bottom by clean sand. The clean sand will help to protect the plastic from puncture. The layer of clean sand on the top of the plastic membrane will help the overlying concrete slab cure properly. According to the American Concrete Institute, proper curing requires at least three (3) to six (6) inches of clean sand between the plastic membrane and the bottom of the concrete. The plastic membrane should be lapped and taped or glued and protected from punctures during construction.

If the moisture content of the slab on grade floor will be influencial to the performance of the future floor coverings then the moisture content of the slab can be measured. We are available to monitor the floor slab moisture content prior to the installation of the floor covering. If this service is needed please contact us during the construction phase of the project.

The Portland Cement Association suggests that welded wire reinforcing mesh is not necessary in concrete slab on grade floors when properly jointed. It is our opinion that welded wire mesh may help improve the integrity of the slab on grade floors. We suggest that concrete slab on grade floors should be reinforced, for geotechnical purposes, with at least $6 \times 6 - W2.9 \times W2.9$ ($6 \times 6 - 6 \times 6$) welded wire mesh positioned midway in the slab. The structural engineer should be contacted for structural design of floor slabs.

8.0 COMPACTED STRUCTURAL FILL

Material characteristics desirable for compacted structural fill are discussed in Appendix C. Areas that are over excavated or slightly below grade should be backfilled to grade with properly compacted structural fill or concrete, not loose fill material. If backfilled with other than compacted structural fill material or concrete there will be significant post construction settlement proportional to the amount of loose material.

The natural on site soils are not suitable for use as compacted structural fill material supporting building or structure members because of their clay content and swell potential. The natural on-site soils may be used as compacted fill in areas that will not influence the structure such as to establish general site grade. We are available to discuss this with you.

All areas to receive compacted structural fill should be properly prepared prior to fill placement. The preparation should include removal of all organic or deleterious material. The areas to receive fill material should be compacted after the organic deleterious material has been removed prior to placing the fill material. The area may need to be moisture conditioned for compaction. Any areas of soft, yielding, or low density soil, evidenced during the excavation compaction operation should be removed. The area excavated to receive fill should be moisture conditioned to wet of optimum moisture content as part of the preparation to receive fill. Fill should be moisture conditioned, placed in thin lifts not exceeding six (6) inches in compacted thickness and compacted to at least ninety (90) percent of maximum dry density as defined by ASTM D1557, modified moisture content-dry density (Proctor) test.

After placement of the structural fill the surface should not be allowed to dry prior to placing concrete or additional fill material. This may be achieved by periodically moistening the surface of the compacted structural fill as needed to prevent drying of the structural fill. We are available to discuss this with you.

The soil materials exposed in the bottom of the excavation may be very moist and may become yielding under construction traffic during construction. It may be necessary to use techniques for placement of fill materials or foundation concrete which limit construction traffic in the very moist soil materials. If yielding should occur during construction it may be necessary to construct a subgrade stabilization fill blanket or similar to provide construction

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traffic access. We are available to discuss this with you.

We recommend that the geotechnical engineer or his representative be present during the excavation compaction and fill placement operations to observe and test the material.

9.0 LATERAL EARTH PRESSURES

Laterally loaded walls supporting soil, such as basement walls, will act as retaining walls and should be designed as such. Walls that are designed to deflect and mobilize the internal soil strength should be designed for active earth pressures. Walls that are restrained so that they are not able to deflect to mobilize internal soil strength should be designed for at-rest earth pressures. The values for the lateral earth pressures will depend on the type of soil retained by the wall, backfill configuration and construction technique. If the backfill is not compacted the lateral earth pressures will be very different from those noted below.

Lateral earth pressure (L.E.P.) values are presented below:

	Level Backfill
	with on-site soils
	(pounds per cubic foot per foot of depth)
Active L.E.P.	75
At-rest L.E.P.	89
Passive L.E.P.	162

The soil samples tested have measured swell pressures of approximately 500 to 2,100 pounds per square foot and the actual swell pressure of the backfill material could be greater. Our experience has shown that the actual swell pressure may be much higher. If the retained soils should become moistened after construction the soil may swell against retaining walls. The walls should be designed to resist the swell pressure of the soil materials if these are used as part of the backfill within the zone of influence. The zone of influence concept is presented on Figure 5.

The above lateral earth pressures may be reduced by overexcavating the wall backfill area beyond the zone of influence and backfilling with crushed rock type material. The zone of

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influence concept is presented on Figure 5.

The lateral earth pressure design parameters may change significantly if the area near the wall is loaded or surcharged or is sloped. If any of these conditions occur we should be contacted for additional design parameters tailored to the specific site and structure conditions.

Suggested lateral earth pressure (L.E.P.) values if the backfill is overexcavated beyond the zone of influence and backfilled with crushed rock are presented below.

	Level Backfill
	with crushed rock material
	(pounds per cubic foot per foot of depth)
Active L.E.P.	30
At-rest L.E.P.	50

If the area behind a wall retaining soil material is sloped we should be contacted to provide lateral earth pressure design values tailored for the site specific sloped conditions.

Resistant forces used in the design of the walls will depend on the type of soil that tends to resist movement. We suggest that you consider a coefficient of friction of 0.13 for the on site soil.

The lateral earth pressure values provided above, for design purposes, should be treated as equivalent fluid pressures. The lateral earth pressures provided above are for level well drained backfill and do not include surcharge loads or additional loading as a result of compaction of the backfill. Unlevel or non-horizontal backfill either in front of or behind walls retaining soils will significantly influence the lateral earth pressure values. Care should be taken during construction to prevent construction and backfill techniques from overstressing the walls retaining soils. Backfill should be placed in thin lifts and compacted, as discussed in this report to realize the lateral earth pressure values.

Walls retaining soil should be designed and constructed so that hydrostatic pressure will not accumulate or will not affect the integrity of the walls. Drainage plans should include a subdrain behind the wall at the bottom of the backfill to provide positive drainage. Exterior

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retaining walls should be provided with perimeter drain or weep holes to help provide an outlet for collected water behind the wall. The ground surface adjacent to the wall should be sloped to permit rapid drainage of rain, snow melt and irrigation water away from the wall backfill. Sprinkler systems should not be installed directly adjacent to retaining or basement walls.

10.0 DRAIN SYSTEM

A drain system should be provided around building spaces below the finished grade and behind any walls retaining soil. The drain systems are to help reduce the potential for hydrostatic pressure to develop behind retaining walls. A sketch of the drain system is shown on Figure 6.

Subdrains should consist of a three (3) or four (4) inch diameter perforated rigid pipe surrounded by a filter. The filter should consist of a filter fabric or a graded material such as washed concrete sand or pea gravel. If sand or gravel is chosen the pipe should be placed in the middle of about four (4) cubic feet of aggregate per linear foot of pipe. The drain system should be sloped to positive gravity outlets. If the drains are daylighted the drains should be provided with all weather outlets and the outlets should be maintained to prevent them from being plugged or frozen. We do not recommend that the drains be discharged to dry well type structures. Dry well structures may tend to fail if the surrounding soil material becomes wetted and swells or if the ground water rises to a elevation of or above the discharge elevation in the dry well. We should be called to observe the soil exposed in the excavations and to verify the details of the drain system.

11.0 CRAWL SPACE CONSIDERATIONS

We anticipate that free subsurface water may be shallow enough during wetter seasons to exist in crawl space areas or create very moist conditions in crawl space areas. We suggest that if it is desired to reduce the influence of water in the crawl space area a foundation drain should be installed as discussed above.

The surface of the crawl space may be provided with a layer of about six (6) inches of clean washed gravel or an impervious geotextile fabric to reduce the inconvenience of very moist or muddy crawl space conditions if these should occur. The crawl space should be adequately

vented to reduce the potential for humidity to accumulate in the crawl space area.

12.0 BACKFILL

Backfill areas and utility trench backfill should be constructed such that the backfill will not settle after completion of construction, and that the backfill is relatively impervious for the upper few feet. The backfill material should be free of trash and other deleterious material. It should be moisture conditioned and compacted to at least ninety (90) percent relative compaction using a modified moisture content-dry density (Proctor) relationship test (ASTM D1557). Only enough water should be added to the backfill material to allow proper compaction. Do not pond, puddle, float or jet backfill soil materials.

Improperly placed backfill material will allow water migration more easily than properly recompacted fill. Improperly compacted fill is likely to settle, creating a low surface area which further enhances water accumulation and subsequent migration to the foundation soils.

Improperly placed backfill will allow water to migrate along the utility trench or backfill areas to gain access to the subgrade support soils with subsequent mobilization of the swell or settlement mechanism resulting in movement of the supported structure. Moisture migration could also result in the inconvenience of free water in the crawl space.

Backfill placement techniques should not jeopardize the integrity of existing structural members. We recommend recently constructed concrete structural members be appropriately cured prior to adjacent backfilling.

13.0 SURFACE DRAINAGE

The foundation soil materials should be prevented from becoming wetted after construction. Post construction wetting of the soil support soil materials can initiate swell potential or settlement potential as well as decrease the bearing capacity of the support soil materials. Protecting the foundation from wetting can be aided by providing positive and rapid drainage of surface water away from the structure.

The final grade of the ground surface adjacent to the structure should have a well defined

slope away from the foundation walls on all sides. The ability to establish proper site surface drainage away from the structure foundation system may be influenced by the existing topography, existing structure elevations and the grades and elevations of the ground surface adjacent to the proposed structure. We suggest where possible a minimum fall of the surface grade away from the structure be that which will accommodate other project grading constraints and provide rapid drainage of surface water away from the structure. If there are no other project constraints we suggest a fall of about one (1) foot in the first ten (10) feet away from the structure foundation. Appropriate surface drainage should be maintained for the life of the project. Future landscaping plans should include care and attention to the potential influence on the long term performance of the foundation and/or crawl space if improper surface drainage is not maintained.

Roof runoff should be collected in appropriate roof drainage collection devices, such as eve gutters or similar, and directed to discharge in appropriate roof drainage systems. Roof runoff should not be allowed to fall on or near foundations, backfill areas, flatwork, paved areas or other structural members. Downspouts and faucets should discharge onto splash blocks that extend beyond the limits of the backfill areas. Splash blocks should be sloped away from the foundation walls. Snow storage areas should not be located next to the structure. Proper surface drainage should be maintained from the onset of construction through the proposed project life.

If significant water concentration and velocity occurs erosion may occur. Erosion protection may be considered to reduce soil erosion potential. A landscape specialist or civil engineer should be consulted for surface drainage design, erosion protection and landscaping considerations.

14.0 LANDSCAPE IRRIGATION

An irrigation system should not be installed next to foundations, concrete flatwork or paved areas. If an irrigation system is installed, the system should be placed so that the irrigation water does not fall or flow near foundations, flatwork or pavements. The amount of irrigation water should be controlled.

We recommend that wherever possible xeriscaping concepts be used. Generally, the

xeriscape includes planning and design concepts which will reduce irrigation water. The reason we suggest xeriscape concepts for landscaping is because the reduced landscape water will decrease the potential for water to influence the long term performance of the structure foundations and flatwork. Many publications are available which discuss xeriscape. Colorado State University Cooperative Extension has several useful publications and most landscape architects are familiar with the subject. Montrose Botanical Society has a Botanical Garden, 1800 Pavilion Drive, south of Niagara Drive, Montrose, Colorado, that has a very good exhibit with examples and information regarding successful xeriscape concepts.

Due to the expansive nature of the soils tested we suggest that the owner consider landscaping with only native vegetation which requires only natural precipitation to survive. Additional irrigation water will greatly increase the likelihood of damage to the structure as a result of volume changes of the material supporting the structure.

Impervious geotextile material may be incorporated into the project landscape design to reduce the potential for irrigation water to influence the foundation soils.

15.0 SOIL CORROSIVITY TO CONCRETE

Our scope of services did not include performing chemical tests to help identify the potential for soil corrosivity to concrete.

It has been our experience that much of the soils in the area contain sufficient water soluble sulfate content to be corrosive to concrete. We suggest sulfate resistant cement be used in concrete which will be in contact with the on-site soils. American Concrete Institute recommendations for sulfate resistant cement based on the water soluble sulfate content should be used.

If it is desirable by you or your design team to help identify the potential for corrosivity to concrete at the proposed development site we suggest that site specific chemical tests be performed.





16.0 RADON CONSIDERATIONS

Our experience indicates that many of the soils in western Colorado produce small quantities of radon gas. Radon gas may tend to collect in closed poorly ventilated structures. Radon considerations are presented in Appendix D.

17.0 POST DESIGN CONSIDERATIONS

The project geotechnical engineer should be consulted during construction of the project to observe site conditions and open excavations during construction and to provide materials testing of soil and concrete.

This subsurface soil and foundation condition study is based on limited sampling; therefore, it is necessary to assume that the subsurface conditions do not vary greatly from those encountered in the field study. Our experience has shown that significant variations are likely to exist and can become apparent only during additional on site excavation. For this reason, and because of our familiarity with the project, Lambert and Associates should be retained to observe foundation excavations prior to foundation construction, to observe the geotechnical engineering aspects of the construction and to be available in the event any unusual or unexpected conditions are encountered. The cost of the geotechnical engineering observations and material testing during construction or additional engineering consultation is not included in the fee for this report. We recommend that your construction budget include site visits early during construction schedule for the project geotechnical engineer to observe foundation excavations and for additional site visits to test compacted soil.

We recommend that the observation and material testing services during construction be retained by the owner or the owner's engineer or architect, not the contractor, to maintain third party credibility. We are experienced and available to provide material testing services. We have included a copy of a report prepared by Van Gilder Insurance which discusses testing services during construction. It is our opinion that the owner, architect and engineer be familiar with the information. If you have any questions regarding this concept please contact us.

We suggest that your construction plans and schedule include provisions for geotechnical

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engineering observations and material testing during construction and your budget reflect these provisions.

It is difficult to predict if unexpected subsurface conditions will be encountered during construction. Since such conditions may be found, we suggest that the owner and the contractor make provisions in their budget and construction schedule to accommodate unexpected subsurface conditions.

17.1 Structural Fill Quality

It is our understanding that the proposed development may include compacted structural fill. The quality of compacted structural fill will depend on the type of material used as structural fill, fill lift thickness, fill moisture condition and compactive effort used during construction of the structural fill. Engineering observation and testing of structural fill is essential as an aid to safeguard the quality and performance of the structural fill.

Fill materials placed on sloped areas require special placement techniques that key the fill materials unto the underlying support materials. These techniques include a toe key at the toe contact of the slope fill and benching the fill/natural contact up the slope into the competent natural material. The placing technique will also include subdrains at several locations to intercept subsurface water and route it away from the fill materials. We are available to discuss these techniques with you and your earthwork contractor.

Testing of the structural fill normally includes tests to determine the grain size distribution, swell potential and moisture-density relationship of the fill material to verify the material suitability for use as structural fill. As the material is placed the in-place moisture content and dry density are tested to indicate the relative compaction of the placed structural fill. We recommend that your budget include provisions for observation and testing of structural fill during construction.

Testing of the compacted fill material should include tests of the moisture content and density of the fill material placed and compacted prior to placement of additional fill material. We suggest that a reasonable number of density tests of the fill material can best be determined on a site, material and construction basis although as a guideline we suggest one test per

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about each 300 to 500 square feet of each lift of fill material. Utility trench backfill may need to be tested about every 100 linear feet of lift of backfill.

17.2 Concrete Quality

It is our understanding current plans include reinforced structural concrete for foundations and walls and may include concrete slabs on grade and pavement. To insure concrete members perform as intended, the structural engineer should be consulted and should address factors such as design loadings, anticipated movement and deformations.

The quality of concrete is influenced by proportioning of the concrete mix, placement, consolidation and curing. Desirable qualities of concrete include compressive strength, water tightness and resistance to weathering. Engineering observations and testing of concrete during construction is essential as an aid to safeguard the quality of the completed concrete.

Testing of the concrete is normally performed to determine compressive strength, entrained air content, slump and temperature. We recommend that your budget include provisions for testing of concrete during construction. We suggest that a reasonable frequency of concrete tests can best be determined on a site, materials and construction specific basis although as a guideline American Concrete Institute, ACI, suggests one test per about each fifty (50) cubic yards or portion thereof per day of concrete material placed.

18.0 LIMITATIONS

It is the owner's and the owner's representatives' responsibility to read this report and become familiar with the recommendations and suggestions presented. We should be contacted if any questions arise concerning the geotechnical engineering aspects of this project as a result of the information presented in this report.

The scope of services for this study does not include either specifically or by implication any environmental or biological (such as mold, fungi, bacteria, etc.) Assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be performed.

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The proposed building site contains soil materials with significant swell potential. For this reason we suggest that you consult, as suggested by Senate Bill 13, a copy of Colorado Geological Survey Special Publication 11, "Home Construction on Shrinking and Swelling Soils", and a copy of CGS Special Publication 14, "Home Landscaping and Maintenance on Swelling Soils". We are available to discuss this with you.

The recommendations outlined above are based on our understanding of the currently proposed construction. We are available to discuss the details of our recommendations with you and revise them where necessary. This geotechnical engineering report is based on the proposed site development and scope of services as provided to us by Mr. Todd Abramson, Habitat for Humanity of the San Juan's, on the type of construction planned, existing site conditions at the time of the field study, and on our findings. Should the planned, proposed use of the site be altered, Lambert and Associates must be contacted, since any such changes may make our suggestions and recommendations inappropriate. This report should be used ONLY for the planned development for which this report was tailored and prepared, and ONLY to meet information needs of the owner and the owner's representatives. In the event that any changes in the future design or location of the building are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report are modified or verified in writing. It is recommended that the geotechnical engineer be provided the opportunity for a general review of the final project design and specifications in order that the earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications.

This report does not provide earthwork specifications. We can provide guidelines for your use in preparing project specific earthwork specifications. Please contact us if you need these for your project.

This report presents both suggestions and recommendations. The suggestions are presented so that the owner and the owner's representatives may compare the cost to the potential risk or benefit for the suggested procedures.

This report contains suggestions and recommendations which are intended to work in concert with recommendations provided by the other design team members to provide somewhat

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predictable foundation performance. If any of the recommendations are not included in the design and construction of the project it may result in unpredictable foundation performance or performance different than anticipated. We recommend that we be requested to provide geotechnical engineering observation and materials testing during the construction phase of the project as discussed in this report. The purpose for on site observation and testing by us during construction is to help provide continuity of service from the planning of the project through the construction of the project. This service will also allow us to revise our recommendations if conditions occur or are discovered during construction that were not evidenced during the initial study. We suggest that the owner and the contractor make provisions in their construction budget and construction schedule to accommodate unexpected subsurface conditions.

We represent that our services were performed within the limits prescribed by you and with the usual thoroughness and competence of the current accepted practice of the geotechnical engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or our contract. We are available to discuss our findings with you. If you have any questions please contact us. The supporting data for this report is included in the accompanying figures and appendices.

This report is a product of Lambert and Associates. Excerpts from this report used in other documents may not convey the intent or proper concepts when taken out of context, or they may be misinterpreted or used incorrectly. Reproduction, in part or whole, of this document without prior written consent of Lambert and Associates is prohibited.

This report and information presented can be used only for this site, for this proposed development, and only for the client for whom our work was performed. Any other circumstances are not appropriate applications of this information. Other development plans will require project specific review by us.

We have enclosed a copy of a brief discussion about geotechnical engineering reports published by Association of Soil and Foundation Engineers for your reference.

If you plan to utilize the services of Home Buyers Warranty for the proposed development you should become familiar with their construction criteria prior to beginning your development.

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For further information we suggest you contact Home Buyers Warranty, 2675 S. Abilene Street, Aurora, Colorado, 80014, 1-800-488-8844 for a copy of their manual.

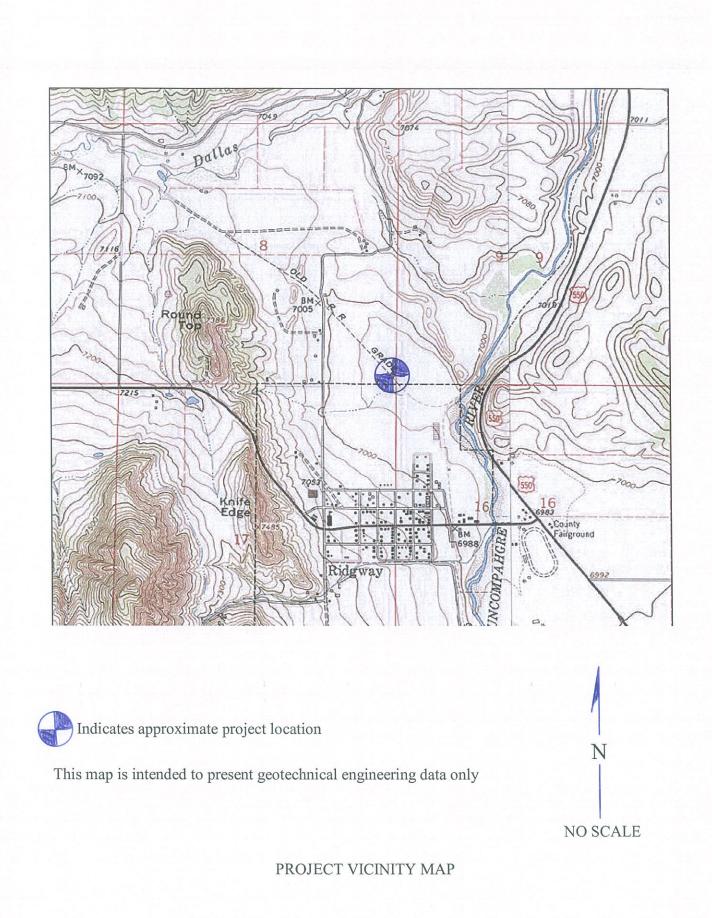
Please call when further consultation or observations and tests are required.

If you have any questions concerning this report or if we may be of further assistance, please contact us.

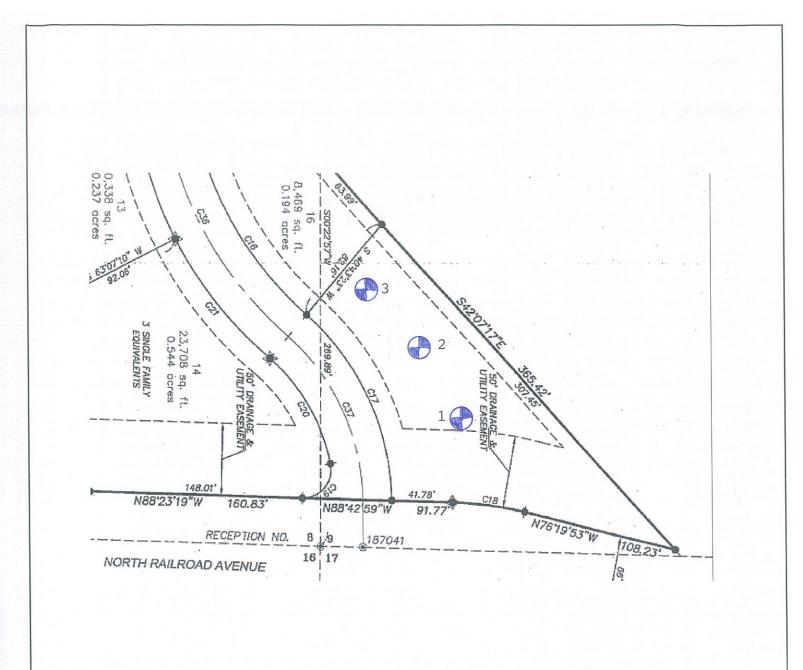
Respectfully submitted LAMBERT AND Daniel R. Lambe Geotechnical Enginee

Reviewed by ° 18168 Dennis D. Lamberts Geotechnical Engineer





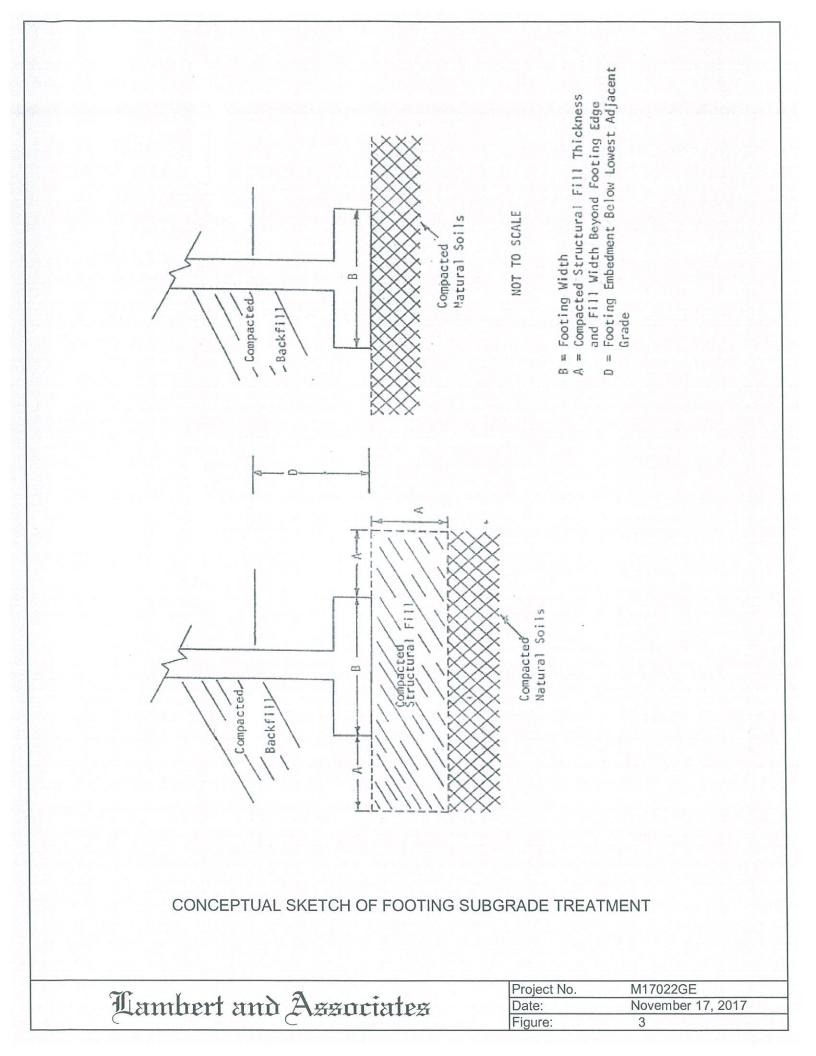
Lambert and AssociatesProject No.M17022GEDate:November 17, 2017Figure:1

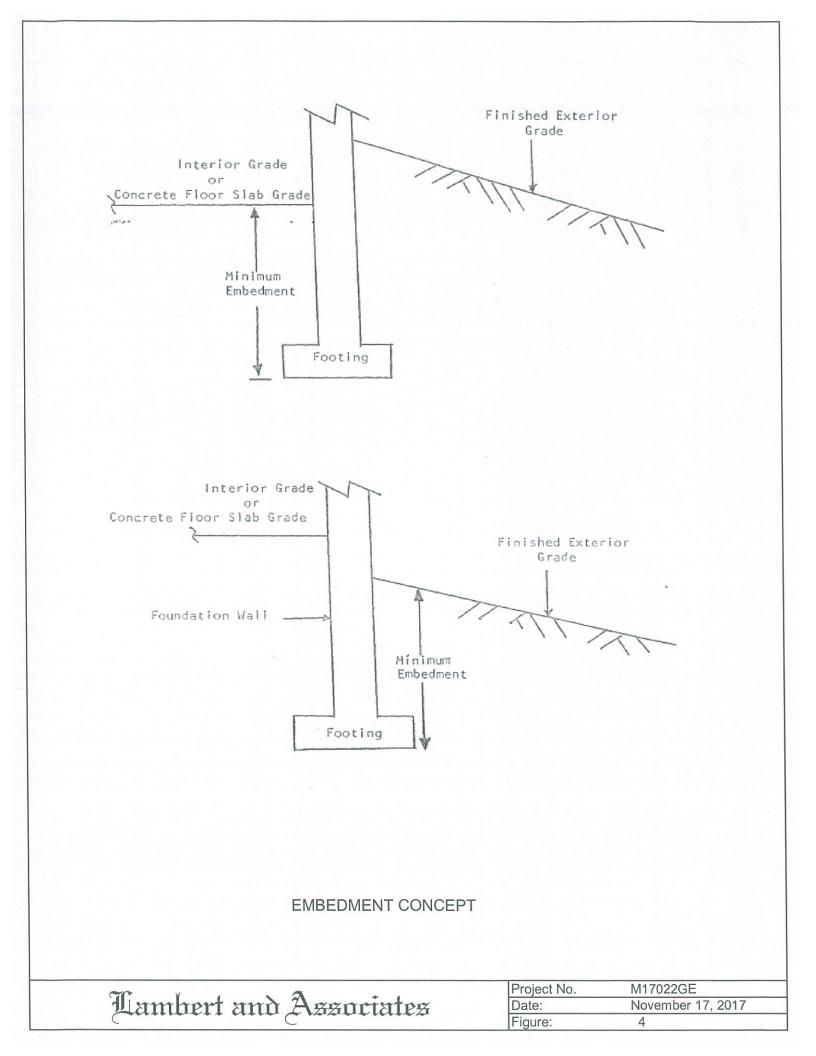


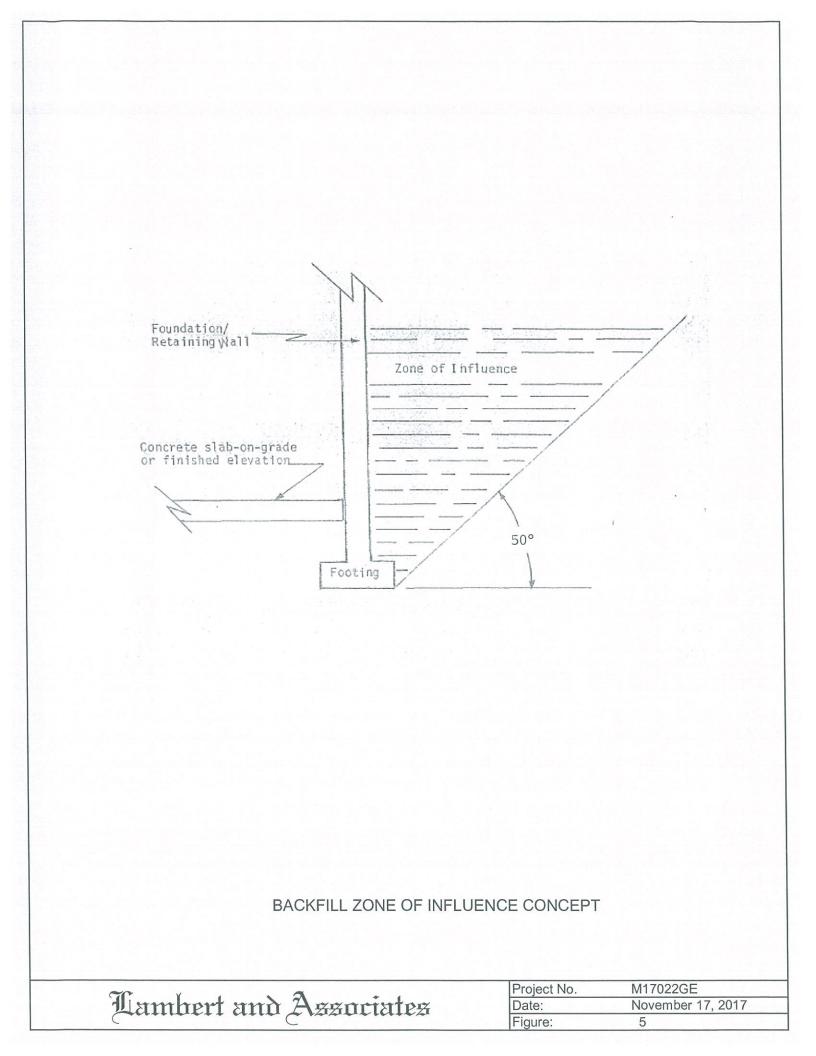
Indicates approximate test boring locations This sketch was reproduced by information provided by others and is intended to present geotechnical engineering data only NO SCALE

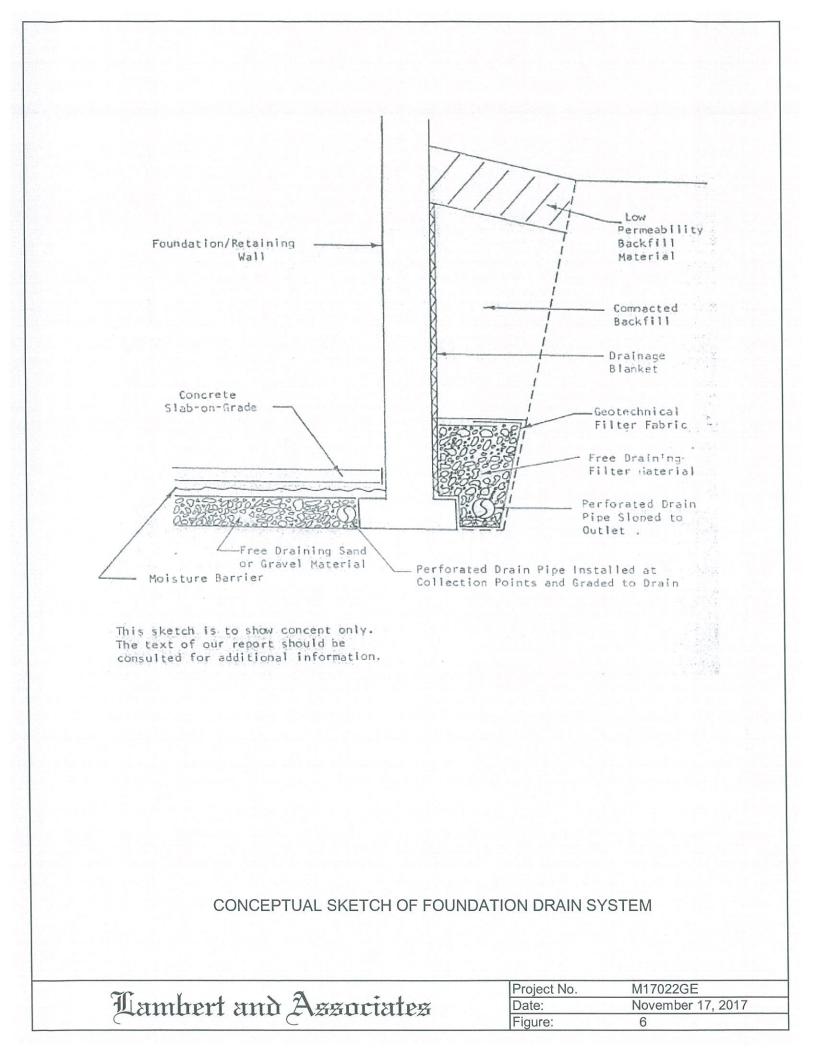
TEST BORING LOCATION SKETCH

	Project No.	M17022GE
Lambert and Associates	Date:	November 17, 2017
	Figure:	2









APPENDIX A

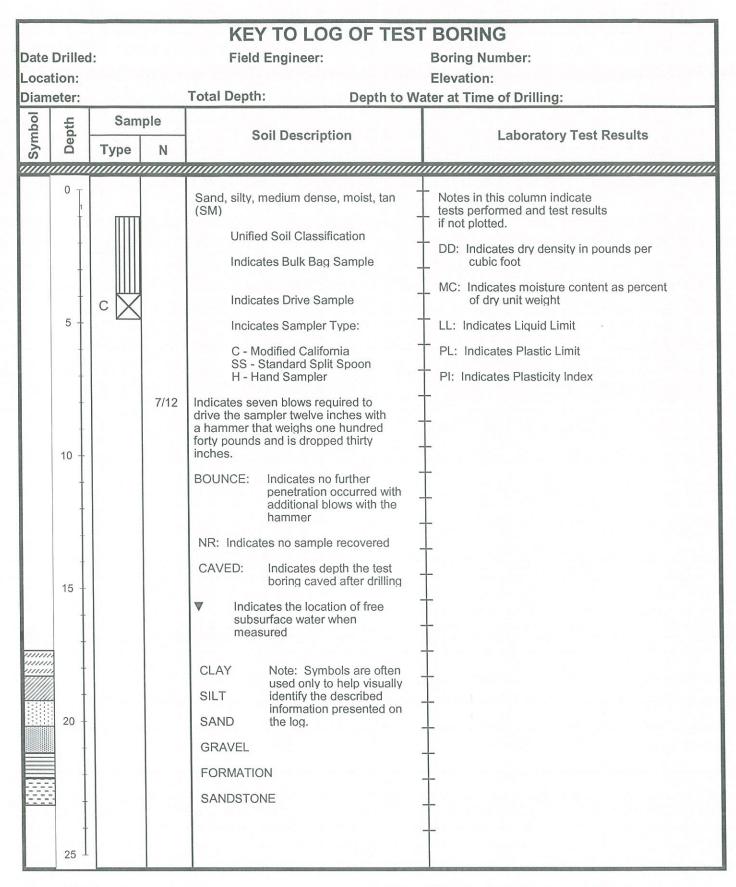
The field study was performed on October 18, 2017. The field study consisted of logging and sampling the soils encountered in three (3) small diameter test borings in the general vicinity of the proposed single family residential structure. The logs of the soils encountered in the test borings and profile boring are presented on Figures A2 through A4.

The test borings were logged by Lambert and Associates and samples of significant soil types were obtained. The samples were obtained from the test borings using a Modified California Barrel sampler and bulk disturbed samples were obtained. Penetration blow counts were determined using a 140 pound hammer free falling 30 inches. The blow counts are presented on the logs of the test borings such as 7/6 where 7 blows with the hammer were required to drive the sampler 6 inches.

The engineering field description and major soil classification are based on our interpretation of the materials encountered and are prepared according to the Unified Soil Classification System, ASTM D2488. The description and classification which appear on the test boring log is intended to be that which most accurately describes a given interval of the test boring (frequently an interval of several feet). Occasionally discrepancies occur in the Unified Soil Classification System nomenclature between an interval of the soil log and a particular sample in the interval. For example, an interval on the test boring log may be identified as a silty sand (SM) while one sample taken within the interval may have individually been identified as a sandy silt (ML). This discrepancy is frequently allowed to remain to emphasize the occurrence of local textural variations in the interval.

The stratification lines presented on the logs are intended to present our interpretation of the subsurface conditions encountered in the test boring. The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

A1



Project Name: Lot 15 - Parkside

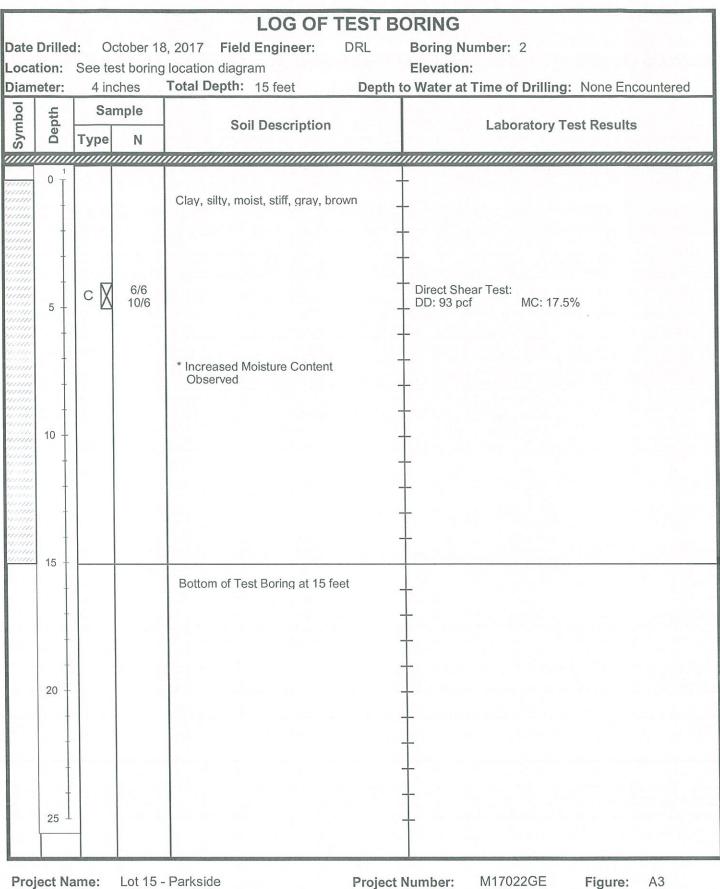
Project Number: M17022GE

Figure: A1

CONSULTING GEOTECHNICAL ENGINEERS AND MAYPERING GEOTECHNICAL ENGINEERS AND MAYPERING GEOTECHNICAL ENGINEERS AND

	LOG OF TEST BORING						
	Date Drilled: October 18, 2017 Field Engineer: DRL Boring Number: 1						
	Location: See test boring location diagram Elevation: Diameter: 4 inches Total Depth: 15 feet Depth to Water at Time of Drilling: None Encountered						
And and Addition of the local division of the		Sample			o water at time of Drining: None Encountered		
Symbol	Depth	Type N		Soil Description	Laboratory Test Results		
S							
	0 1				-		
	-			Clay, silty, moist, stiff, gray, brown	+		
	Ť			김 아이의 손 가슴한 소리	+		
	1				+		
	5 -	cX	7/6 7/6		Swell/Consolidation Test: DD: 99 pcf MC: 18.0%		
11.1.111 11.1.111 11.1.111	_		2/0				
	÷	c	3/6 5/6		+		
	ł			* Increased Moisture Content	+		
1. (1) 1. (1) 1. (1) 1. (1)	10 -			Observed	+		
	-				—		
	Ť				—		
	15 -						
	-			Bottom of Test Boring at 15 feet	+		
	-				+		
	-				+		
					+		
	20 -						
					1		
	25			2.0 성업 것이 모두 지수	1		
Proi	ect Na	ame:	Lot 15 -	Parkside Project	t Number: M17022GE Figure: A2		

Lambert and Aziliantert and Associates CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING



Lambert and Astociatest and Associates CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL DESTING

m	eter:				Elevation: to Water at Time of Drilling: None Encountered	
	Depth	Туре	mple N	Soil Description	Laboratory Test Results	
				Clay, silty, moist, stiff, gray, brown		
マンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシ	5 -	c	18/6 12/6		Swell/Consolidation Test: DD: 113 pcf MC: 16.7%	
シンシンシン シンシンシンシンシンシンシンシンシンシンシンシンシンシンシンシン	10 -			* Increased Moisture Content Observed		
	15 -			Bottom of Test Boring at 15 feet		
	20 -					
	25					

Lambert and Astornbert and Associates CONSULTING GEOTECHNICAL ENGINEERS AND MARY HERIAL TESTING

APPENDIX B

The laboratory study consisted of performing:

. Moisture content and dry density tests,

- . Swell-consolidation tests, and
- . Direct Shear Strength tests.

It should be noted that samples obtained using a drive type sleeve sampler may experience some disturbance during the sampling operations. The test results obtained using these samples are used only as indicators of the in situ soil characteristics.

TESTING

Moisture Content and Dry Density

Moisture content and dry density were determined for each sample tested of the samples obtained. The moisture content was determined according to ASTM Test Method D2216 by obtaining the moisture sample from the drive sleeve. The dry density of the sample was determined by using the wet weight of the entire sample tested. The results of the moisture and dry density determinations are presented on the logs of borings, Figures A2 through A4.

Swell Tests

Loaded swell tests were performed on drive samples obtained during the field study. These tests are performed in general accordance with ASTM Test Method D2435 to the extent that the same equipment and sample dimensions used for consolidation testing are used for the determination of expansion. A sample is subjected to static surcharge, water is introduced to produce saturation, and volume change is measured as in ASTM Test Method D2435. Results are reported as percent change in sample height.

Consolidation Tests

One dimensional consolidation properties of drive samples were evaluated according to the provisions of ASTM Test Method D2435. Water was added in all cases during the test.

Exclusive of special readings during consolidation rate tests, readings during an increment of load were taken regularly until the change in sample height was less than 0.001 inch over a two hour period. The results of the swell-consolidation load test are summarized on Figures B1 and B2, swell-consolidation tests.

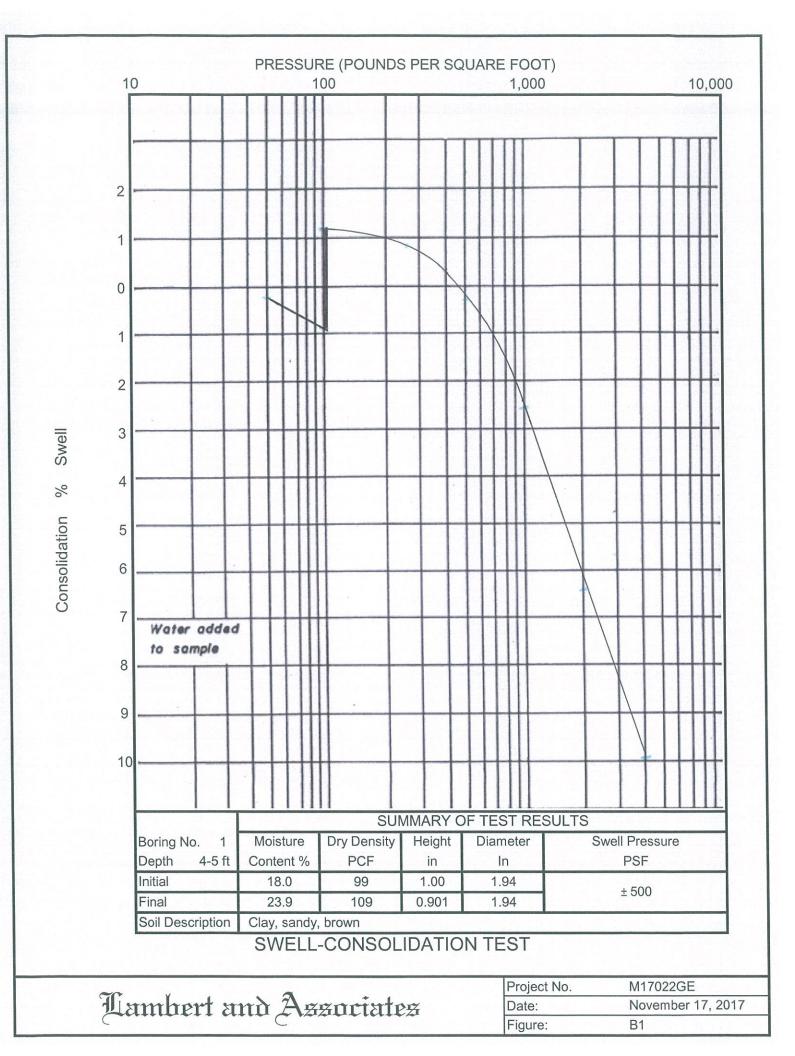
It should be noted that the graphic presentation of consolidation data is a presentation of volume change with change in axial load. As a result, both expansion and consolidation can be illustrated.

Direct Shear Strength Test

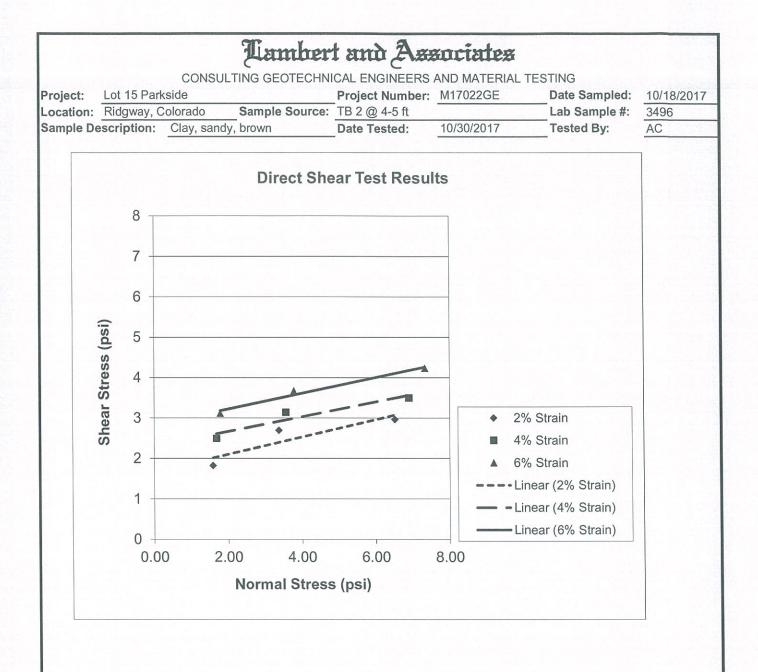
Direct shear strength properties of sleeve samples were evaluated in general accordance with testing procedures defined by ASTM Test Method D3080. The results of the direct shear tests are summarized on Figure B3, direct shear test.







PRESSURE (POUNDS PER SQUARE FOOT) 10 1,000 10,000 100 6 5 4 3 2 Swell 1 0 % Consolidation 1 2 3 Water added to sample 4 5 6 SUMMARY OF TEST RESULTS Moisture **Dry Density** Height Diameter Swell Pressure Boring No. 3 Depth PCF 4-5 ft Content % in In PSF Initial 16.7 113 1.00 1.94 ±2,100 0.978 Final 20.3 116 1.94 Soil Description Clay, sandy, brown SWELL-CONSOLIDATION TEST Project No. M17022GE Lambert and Associates November 17, 2017 Date: **B**2 Figure:



% Strain	Cohesion (psf)	Friction Angle (deg)	
2	242	12	
4	332	10	
6	408	11	
		Project No.: Date:	M17022GE November 17, 2017

B3

Figure:

APPENDIX C

GEOLOGY DISCUSSION SOUTHWEST COLORADO GEOLOGY

Southwest Colorado exhibits many geologic features formed by a multitude of geologic processes. Regional inundation, uplift, volcanism and glaciation are responsible for some of the complex geology of the region. Many theories and speculations concerning the mode of occurrence of the regions's geology have been presented over the years. This cursory discussion of the geology of southwest Colorado presents some theories accepted by the geologic community, but is only intended to introduce the basic concepts and restraints that arise due to geologic activity.

Prior to the formation of the Rocky Mountains southwest Colorado was a primarily a flat lying region with little topographic expression. The North American continent was experiencing many episodes of deposition. The Transcontinental Sea was transgressing and regressing across the continent, these transgressions and regressions are the cause for such diverse rock types. The stratigraphic column in southwestern Colorado expresses rock types from variable depositional environments. Limestones are formed in deeper water, sandstones are formed in beach and tidal flat environments, while arkosic sandstone and conglomerates are formed in alluvial plains and fans. Particle size and mineralogic content in rock units are related to the depositional environment. A sandstone or conglomerate would not be likely to form in a deep sea environment because there would not be enough energy to carry such large particles a great distance from the source lands. As one observes the stratigraphic column of southwest Colorado a siltstone may be overlain by a sandstone which is in turn overlain by a siltstone. This represents a regressional then transgressional sequence. Many such sequences or combinations of other rock units are exhibited throughout southwest Colorado.

The final regression of the sea may have been caused by orogenic activity and uplift. This uplift was not confined to Colorado, it was a regional uplift that occurred in many stages. The uplift is what caused the formation of the ancestral rockies. The Larimide Orogenic episode is responsible for the formation of the San Juan dome. (Note: The San Juan

dome theory is not accepted by the entire geologic community. It is used here for descriptive purposes). The San Juan dome was essentially an upwarp of the stratigraphy formed by sedimentation during the Transcontinental Sea. An actual dome probably never existed due to erosion during the uplift. The idea being that a dome of sediments and rock units would have existed had erosion and diastrophism not taken place. The orientation of bedding planes forms a radial pattern around the San Juan region which seems to vindicate this theory.

The stresses need to "upwarp" this large area were obviously tremendous. Locally occurring stresses may not be sufficient to move this quantity of material, global tectonics, directly or indirectly, may have been involved. Compression of the entire North American plate could have occurred. The magnitude of the stresses and the deep seated origin of these stresses also have caused extensive volcanism. Colorado has many large remnants of Calderas that were active during the orogenic activity. The Silverton and Lake City Calderas are the largest in the San Juan region. Activity in the Silverton Caldera has been estimated (radiometrically) to have occurred 22 million years ago. Calderas of this magnitude are believed to have formed by the collapse of epierogenic magma chambers. Volcanic and metamorphic rock bodies are common in the San Juan region, many of these units are related to the orogenic activity in the region.

Faults associated with local orogenic activity are another common geologic feature found in southwestern Colorado. As stated previously, extreme stresses were probably associated with the formation of the San Juan Mountains and may be responsible for deepseated volcanic and metamorphic processes. These stresses had to be released, the geologic mode for stress release is faulting. Diastrophic activity in the area today is quite low, the lack of seismic activity indicates that stresses are not currently being released. An explanation for the loss of stresses is through faulting.

The last episode of regional geologic activity in the area was glaciation. The most recent period of glacial activity ended approximately 10,000 years ago. Glacial activity is responsible for much of the topographic expression in the area. "U-Shaped" valleys, moraine deposits, tarns, (glacial formed lakes), and rock glaciers are the most prominent features which are found in southwestern Colorado as a result of glacial activity. The valley configurations are a result of the erosional activity of the glaciers. Moraine deposits

developed during the glacial activity. Rock glaciers are moving masses of rock which are thought to have an ice core which may be the last remnant of glacial ice. As the surbsurface ice core moves and melts, the overlying mass of rock also moves.



APPENDIX D

GENERAL GEOTECHNICAL ENGINEERING CONSIDERATIONS

D1.0 INTRODUCTION

Appendix D presents general geotechnical engineering considerations for design and construction of structures which will be in contact with soils. The discussion presented in this appendix are referred to in the text of the report and are intended as tutorial and supplemental information to the appropriate sections of the text of the report.

D2.0 FOUNDATION RECOMMENDATIONS

Two criteria for any foundation which must be satisfied for satisfactory foundation performance are:

- . contact stresses must be low enough to preclude shear failure of the foundation soils which would result in lateral movement of the soils from beneath the foundation, and
- . settlement or heave of the foundation must be within amounts tolerable to the superstructure.

The soils encountered during our field study have varying engineering characteristics that may influence the design and construction considerations of the foundations. The characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils supporting the foundations. The general discussion below is intended to increase the readers familiarity with characteristics that can influence any structure.

D2.1 Swell Potential

Some of the materials encountered during our field study at the anticipated foundation depth may have swell potential. Swell potential is the tendency of the soil to increase in volume when it becomes wetted. The volume change occurs as moisture is absorbed into the soil and water molecules become attached to or adsorbed by the individual clay platlets. Associated with the process of volume change is swell pressure. The swell pressure is the force the soil applies on its surroundings when moisture is absorbed into the soil. Foundation design considerations concerning swelling soils include structure tolerance to movement and dead load pressures to help restrict uplift. The structure's tolerance to movement should be addressed by the structural engineer and is dependent upon many facets of the design

including the overall structural concept and the building material. The uplift forces or pressure due to wetted clay soils can be addressed by designing the foundations with a minimum dead load and/or placing the foundations on a blanket of compacted structural fill. The compacted structural fill blanket will increase the dead load on the swelling foundations soils and will increase the separation of the foundation from the swelling soils. Suggestions and recommendations for design dead load and compacted structural fill blanket are presented below. Compacted structural fill recommendations are presented under COMPACTED STRUCTURAL FILL below.

D2.2 Settlement Potential

Settlement potential of a soil is the tendency for the soil to experience volume change when subjected to a load. Settlement is characterized by downward movement of all or a portion of the supported structure as the soil particles move closer together resulting in decreased soil volume. Settlement potential is a function of;

- . foundation loads,
- . depth of footing embedment,
- the width of the footing, and
- the settlement potential or compressibility of the influenced soil.

Foundation design considerations concerning settlement potential include the amount of movement tolerable to the structure and the design and construction concepts to help reduce the potential movement. The settlement potential of the foundation can be reduced by reducing foundation pressures and/or by placing the foundations on a blanket of compacted structural fill. The anticipated post construction settlement potential and suggested compacted fill thickness recommendations are based on site specific soil conditions and are presented in the text of the report.

D2.3 Soil Support Characteristics

The soil bearing capacity is a function of;

- . the engineering properties of the soil material supporting the foundations,
- . the foundation width,
- . the depth of embedment of the bottom of the foundation below the
- . lowest adjacent grade,
- . the influence of the ground water, and
- . the amount of settlement tolerable to the structure.

Soil bearing capacity and associated minimum depth of embedment are presented in the text

D2

of the report.

The foundation for the structure should be placed on relatively uniform bearing conditions. Varying support characteristics of the soils supporting the foundation may result in nonuniform or differential performance of the foundation. Soils encountered at foundation depths may contain cobbles and boulders. The cobbles and boulders encountered at foundation depths may apply point loads on the foundation resulting in nonuniform bearing conditions. The surface of the formational material may undulate throughout the building site. If this is the case it may result in a portion of the foundation being placed on the overlying soils. Varying support material will result in nonuniform bearing conditions. The influence of nonuniform bearing conditions may be reduced by placing the foundation members on a blanket of compacted structural fill. Suggestions and recommendations for constructing compacted structural fill are presented under COMPACTED STRUCTURAL FILL below and in the text of the report.

D3.0 COMPACTED STRUCTURAL FILL

Compacted structural fill is typically a material which is constructed for direct support of structures or structural components.

There are several material characteristics which should be examined before choosing a material for potential use as compacted structural fill. These characteristics include;

- . the size of the larger particles,
- . the engineering characteristics of the fine grained portion of material matrix,
- . the moisture content that the material will need to be for compaction with respect to the existing initial moisture content,
- . the organic content of the material, and
- . the items that influence the cost to use the material.

Compacted fill should be a non-expansive material with the maximum aggregate size less than about two (2) inches and less than about twenty five (25) percent coarser than three quarter (3/4) inch size.

The reason for the maximum size is that larger sizes may have too great an influence on the compaction characteristics of the material and may also impose point loads on the footings or floor slabs that are in contact with the material. Frequently pit-run material or crushed aggregate material is used for structural fill material. Pit-run material may be satisfactory, however crushed aggregate material with angular grains is preferable. Angular particles tend

to interlock with each other better than rounded particles.

The fine grained portion of the fill material will have a significant influence on the performance of the fill. Material which has a fine grained matrix composed of silt and/or clay which exhibits expansive characteristics should be avoided for use as structural fill. The moisture content of the material should be monitored during construction and maintained near optimum moisture content for compaction of the material.

Soil with an appreciable organic content may not perform adequately for use as structural fill material due to the compressibility of the material and ultimately due to the decay of the organic portion of the material.

D4.0 RADON CONSIDERATIONS

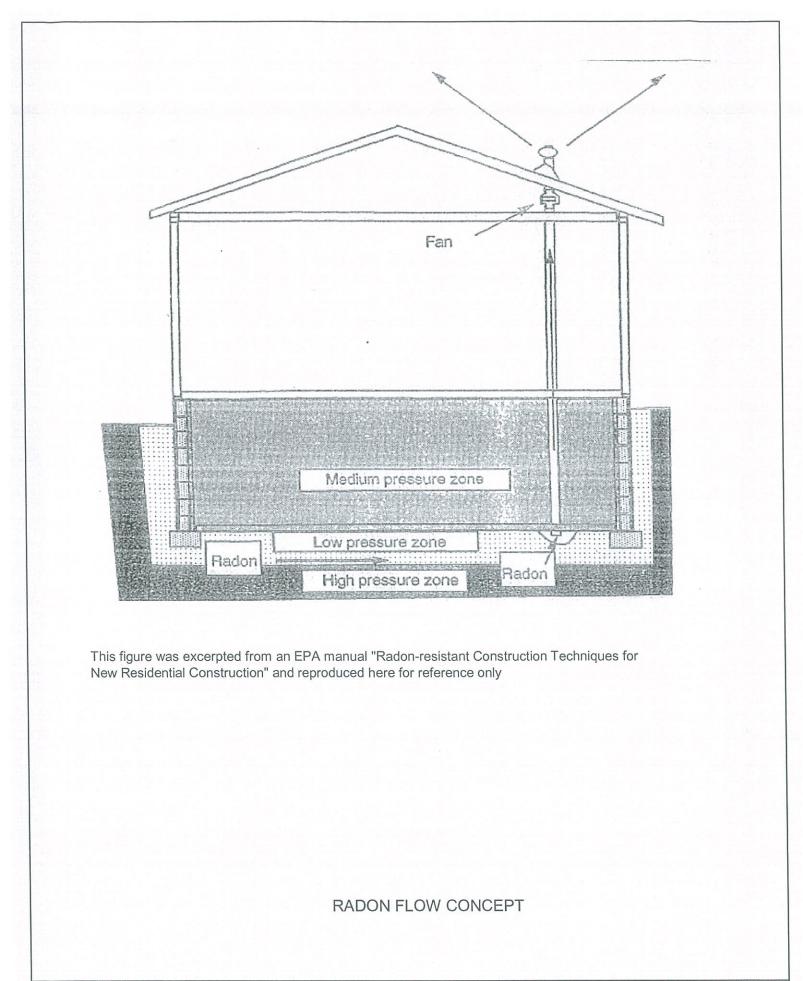
Information presented in "Radon Reduction in New Construction, An Interim Guide: OPA-87-009 by the Environmental Protection Agency dated August 1987 indicates that currently there are no standard soil tests or specific standards for correlating the results of soil tests at a building site with subsequent indoor radon levels. Actual indoor levels can be affected by construction techniques and may vary greatly from soil radon test results. Therefore it is recommended that radon tests be conducted in the structure after construction is complete to verify the actual radon levels in the home.

We suggest that you consider incorporating construction techniques into the development to reduce radon levels in the residential structures and provide for retrofitting equipment for radon gas removal if it becomes necessary.

Measures to reduce radon levels in structures include vented crawl spaces with vapor barrier at the surface of the crawl space to restrict radon gas flow into the structure or a vented gravel layer with a vapor barrier beneath a concrete slab-on-grade floor to allow venting of radon gas collected beneath the floor and to restrict radon gas flow through the slab-on-grade floor into the structure. These concepts are shown on Figure D1.

If you have any questions or would like more information about radon, please contact us or the State Health Department at 303-692-3030.

D4



70 Y I X A + I	Project No.	M17022GE
Lambert and Associates	Date:	November 17, 2017
	Figure:	D1



January 6, 2023

Habitat for Humanity of the San Juans Amanda Gerhardt, Exec. Dir. PO Box 162 Montrose, CO 81402

SENT VIA E-MAIL TO amanda@buildinglives.org

RE: Amended Plat for Lot 15, Parkside Subdivision and Side Setback Variance, 1s^t Planning Review Comments.

Dear Amanda:

The above-mentioned application and supplemental materials were reviewed by Community Planning Strategies (CPS). The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

The following items must be addressed and resubmitted to the Town to be reviewed and evaluated:

- 1. To be more in line with the currently adopted landscape regulations, please consider using the alternative landscaping #6 where landscaping stone is uses and reduce the amount of turf. (Sec. 7-7-7-D of PMC)
- 2. The proposed 6' fence cannot impede the flow of the drainage easement along the eastern property line.
- 3. Amend the title of the amended plat to be:

Final Plat for [*Subdivision Name*] An Amendment to Lot 15, Parkside Subdivision SE ¼ Section 8 and SW ¼ Section 9, Township 45 North, Range 8 West, New Mexico Principal Meridian Town of Ridgway, Ouray County, Colorado

4. Add the following certificates to the plat:

ATTORNEYS CERTIFICATE:

I, ______, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment Order Number _______effective as of _______at __:____.M. issued by ______and according to that title commitment, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

• Dated this ______day of ______, 202___. By: _____

[legal counsel Name] , Attorney at Law

PLANNING COMMISSION: Recommended for approval by the Planning Commission this day of, 202							
Ву:							
Michelle Montague, Town of Ridgway Planning Commission Chairperson							
TOWN COUNCIL:							
Approved by the Town Council thisday of							
202 But							
By: John Clark, Town of Ridgway Mayor							
APPROVAL OF TOWN ATTORNEY:							
Approved for recording with the Ouray County Clerk and Recorder's Office this day of, 202							
Ву:,							
Bo Nerlin, Town of Ridgway Town Attorney							
CERTIFICATE OF IMPROVEMENTS:							
The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvement							
and utilities are installed, available, and adequate to serve each lot in the							
Subdivision.							
Dated this day of, 202							
By:							
Preston Neill, Town of Ridgway Town Manager							

LIEN HOLDER'S CERTIFICATE:

The undersigned, being the holder of a deed of trust (Reception No.____) encumbering the property described in (name of subdivision) joins in and consents to the filing hereof for: _____(name of lien holder)_____BY:_____TITLE:

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this	dav	/ of	202	
	uu		202	

By:

Jill Mihelich, Ouray County Treasurer

- 5. Add the following notes to the plat:
 - a. All construction will conform with the Ridgway Municipal Code.

Town of Ridgway Habitat for Humanity Triplex January 6, 2023 3 of 3

- b. Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5 "Outdoor Lighting regulations", as may be amended.
- c. Any water or sewer tap fees which have not been paid or waived pursuant to Note 6 of the Parkside Subdivision plat shall be paid in accordance with Section 9-1-9 of the Ridgway Municipal Code prior to issuance of the first building permit for any lot in this subdivision.
- d. The property platted hereby is subject to the plat notes as recorded in Parkside Subdivision as recorded in the Ouray County Records at Reception No. 197315, and the Declarations of protective covenants, conditions, and restrictions of Parkside Subdivision as recorded in the Ouray County Records at Reception No. 197316 and as may be amended from time to time.
- e. The property platted hereon is subject o the prior easements as shown hereon.
- 6. If applicable excise tax pursuant to Section 4 Development Excise Tax of Chapter 3 Finance of the RMC has not been paid, such tax must be paid in accordance with this section prior to the plat amendment being recorded with the Ouray County Clerk and Recorder.
- 7. There appear to be many measurement discrepancies between the recorded bearings and distances and those indicated on the Amended Plat. Please evaluate and correct discrepancies where applicable. Where the measurements differ from the recorded plat, please provide written explanation of why they differ.
- 8. Address all redlines and comments on attached submitted materials.

We reserve the right to provide additional comments once more information is provided. Please reach out if you have any questions regarding these review comments.

Sincerely,

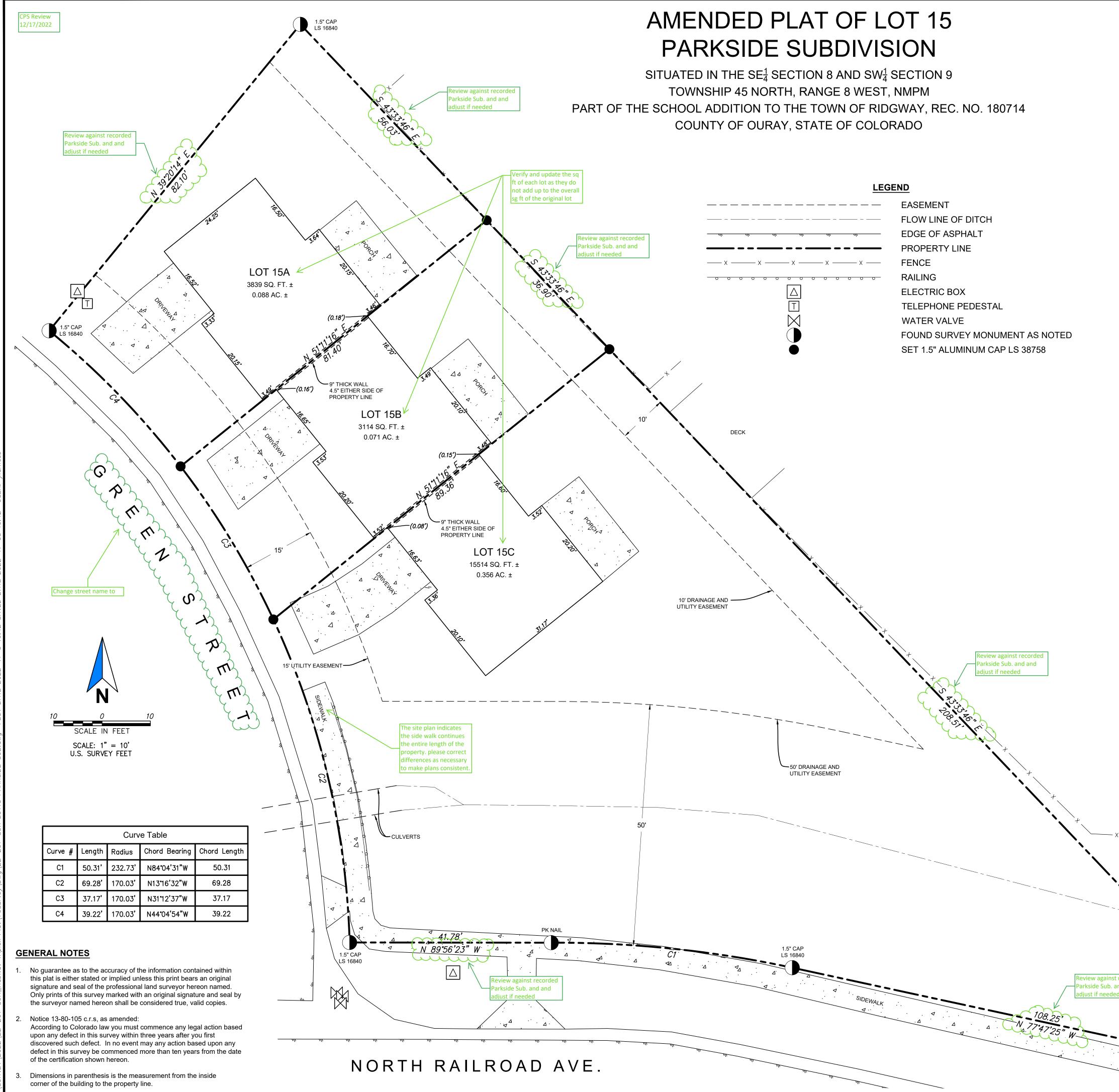
COMMUNITY PLANNING STRATEGIES, LLC

& Dollar

TJ Dlubac, AICP Principal / Owner 970-744-0623 TDlubac@PlanStrategize.com

Encl: Planning Review Redlines

Cc: Preston Neill, Town of Ridgway Town Manager





CERTIFICATE OF OWNERSHIP DEDICATION

Known all persons by these presents that we, the undersigned being the owners of certain lands in Ouray County, Colorado, described as Lot 15, Parkside Subdivision, Ouray County, Colorado, have caused same to be laid out and platted as shown on this plat under the name and style of Amended Plat of Lot 15 Parkside Subdivision.

Executed this	day of		2022	
Owner: Habitat for Humanity	of the San Juans			
Ву:			Date:	
Printed Name:				
Title:				
STATE OF COLORADO) ss.)			
COUNTY OF)			
The foregoing Owner Certifica	ate was acknowledged before me this	s day of _		, A.D. 2022,
by	as the			_ of Habitat for Humanity of the San Juans
Witness my hand and official	seal.			
			My Commision Expire	95:

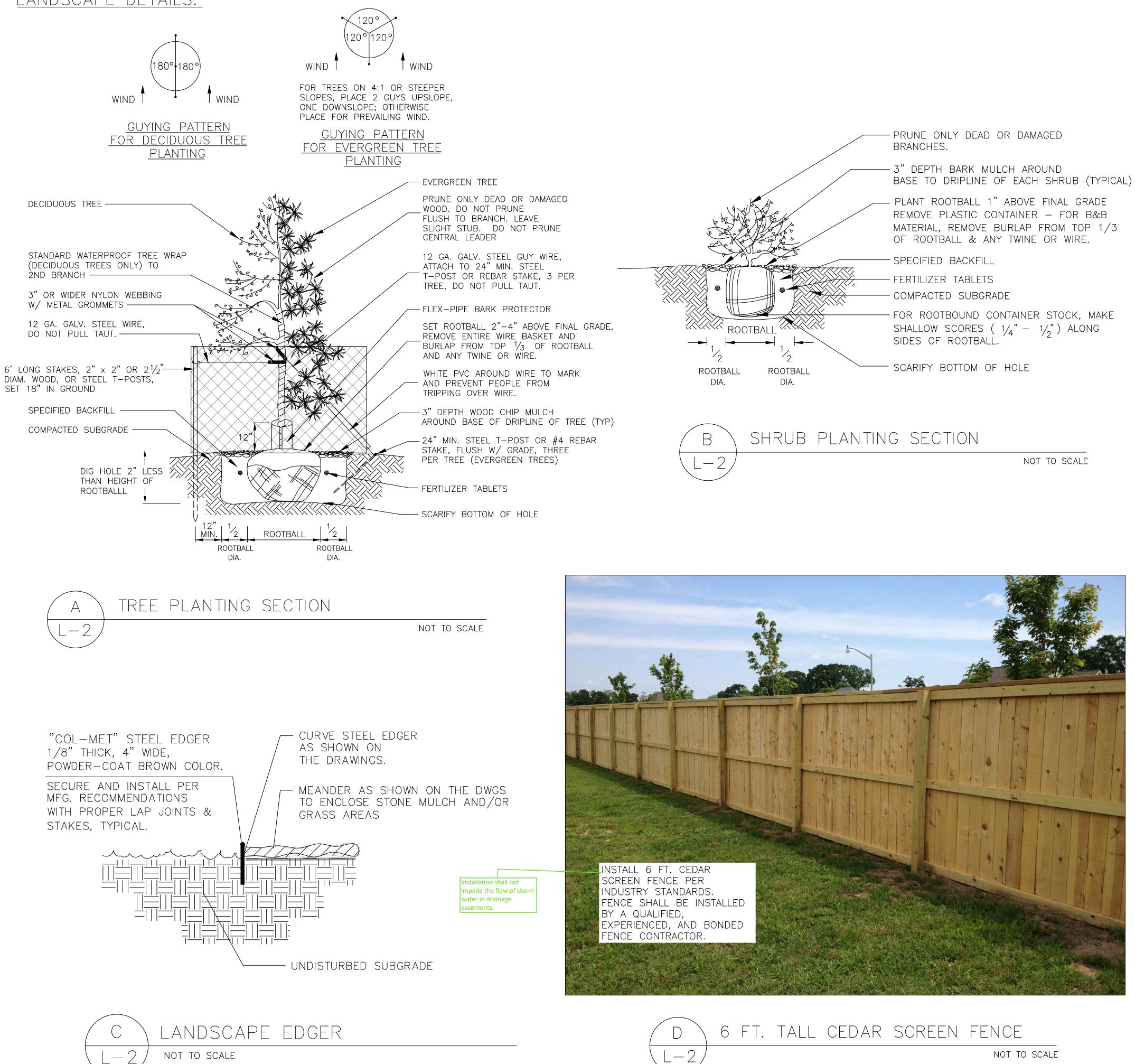
Notary Public

SURVEYOR'S CERTIFICATE

I, Jeremiah D. Harness, a Registered Land Surveyor in the State of Colorado, hereby certify that this Amended Plat of Lot 15 Parkside Subdivision was prepared under my direction and supervision and that said survey is accurate to the best of my knowledge, conforms to all the requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown. There are no roads, pipelines, irrigation ditches or other easements or rights- of-way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown.

Jeremiah D. Harness Colorado Registered Lan Registration No. 38758 Date:	d Surveyor				
	RECORDER'S CERTIFICAT	E			
	This Amended plat of Lot 15 Parkside Su	bdivision was file	d for record in the	office of the Clerk and Recorder of Oura	y County at
Χ	m. on the day of		, 20		
	Reception No	_·			
	County Clerk & Recorder	, 1	by Deputy		
		PART	PAR SITUATED I TOWNS OF THE SCHOOL A	NDED PLAT OF LOT 1 KSIDE SUBDIVISION IN THE SE ¹ / ₄ SECTION 8 AND SW ¹ / ₄ SECTIO SHIP 45 NORTH, RANGE 8 WEST, NMPM ADDITION TO THE TOWN OF RIDGWAY, F ITY OF OURAY, STATE OF COLORADO	N 9
recorded and and		PLAT DATE: PROJ. #	11/03/2022 22-201-SUR	BUCKHOR	V
d		CAD FILE: 22-20 PARKS	1-SUR LOT15 SIDE SUB.dwg	ENGINEERING	
		DRAFTER:	JDH	jrease@buckhornengineering.com 222	South Park Avenue
		FEILD DATE:	10/18/2022	Montro	ose, Colorado 81401
	1.5" CAP LS 16840	FIELD CREW:	JDH	0.1517	970-249-6828
		AREA: CLOSURE:	1.31 ACRES CLOSURE	CLIENT: HABITAT FOR HUMANITY OF THE SAN JUANS	DRAWING NUMBER V-1 1 OF 1

CPS Review 2/17/2022



LANDSCAPE NOTES:

1. THE OWNER AND GENERAL CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, EXTERIOR LIGHTING OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION OF MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

2. INSTALL A NEW UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. IF DOMESTIC WATER IS USED, INSTALL A BACKFLOW PREVENTER WITH LOCKABLE ENCLOSURE. IF DITCH IRRIGATION WATER IS USED, INSTALL A PUMP WITH FILTER. AN AUTOMATIC IRRIGATION CONTROLLER SHALL BE INSTALLED FOR THE NEW SYSTEM. TURF GRASS AREAS SHALL BE IRRIGATED USING POP-UP SPRAY OR ROTOR TYPE HEADS. ALL SHRUBS AND TREES SHALL BE IRRIGATED USING DRIP/BUBBLER IRRIGATION. MEADOW GRASS IS EXISTING AND IS NON-IRRIGATED.

3. TOPSOIL SHALL BE IMPORTED FROM ON-SITE EXCAVATION AREAS INTO ALL OF THE LANDSCAPE AREAS TO BE PLANTED WITH TREES, SHRUBS, AND SOD. THERE SHALL BE A MINIMUM OF 8" OF TOPSOIL IN ALL SHRUB BED AREAS AND SOD GRASS AREAS.

4. SOIL PREPARATION FOR GRASS AREAS SHALL BE ORGANIC MATTER (100% DECOMPOSED WOOD CHIPS) APPLIED AT A RATE OF 3-5 CY/1000 SF., AND TILLED TO A DEPTH OF 6"-8", AND FINE GRADED.

6. WHEN INSTALLING EACH PLANT, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "BACK-TO-EARTH" ACIDIFIER PRODUCT) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX. ROOTING HORMONE SUCH AS INDOL 3 BUTERIC ACID SHALL BE USED FOR ALL TREES & SHRUBS.

7. ALL SHRUB BED AREAS SHALL BE SEPARATED FROM GRASS AREAS BY A STEEL LANDSCAPE EDGER. 3" DEEP MULCH SHALL BE PLACED OVER WEED BARRIER FABRIC.

8. SHRUB BEDS SHALL HAVE "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL INSTALLED UNDER MULCH UNLESS NOTED OTHERWISE -OVERLAP SEAMS MIN. 4" AND ATTACH FABRIC IN PLACE WITH 8" LONG STAPLES AT MAX. 4' O.C.

9. WHEN PLANTING TREES OR SHRUBS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING. FERTILIZE WITH AGRIFORM 21 GRAM PLANT TABLETS, 20–10–5. 6 TABLETS PER TREE, AND 3 PER SHRUB.

10. SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLINE OF EACH PLANT TO MAINTAIN MOISTURE, 4 FT. DIAMETER AROUND TREES, AND 2 FT. DIAMETER AROUND SHRUBS. DO NOT LET BARK MULCH TOUCH THE BASE AND STEM OF EACH PLANT - KEEP CLEAR 2".

11. ALL DECIDUOUS TREES SHALL BE STAKED WITH (2) 6 FT. T-POSTS. ALL EVERGREEN TREES SHALL BE STAKED WITH (3) 2 FT. T-POSTS. ALL POSTS SHALL BE GUYED TO THE TREE WITH 12 GA. WIRE ENCASED IN RUBBER HOSE.

12. ALL TREES WITHIN THE SIGHT TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 8 FT. AS THE TREE GROWS, AND THIS CLEARANCE SHALL BE MAINTAINED.

13. LOCATE AND MARK LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCING WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES.

14. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

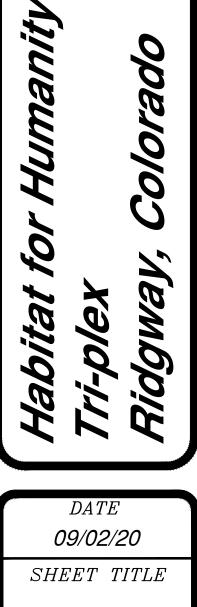
15. ALL PLANT MATERIAL SHALL BE GROWN IN A NURSERY IN ACCORDANCE WITH PROPER HORTICULTURAL PRACTICE. PLANS SHALL BE HEALTHY, WELL-BRANCHED, AND VIGOROUS WITH A GROWTH HABIT NORMAL TO THE SPECIES AND VARIETY, AND FREE OF DISEASES, INSECTS, AND INJURIES.

16. CONTRACTOR TO WARRANTY IRRIGATION SYSTEM AND ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR. REPLACE ANY DEAD OR DYING PLANTS DURING THAT ONE-YEAR WARRANTY PERIOD.

REVISIONS	BY
UPDATED CIVIL & ARCH BASES	9/2/20



61945 Nighthawk Road Montrose, CO 81403 office: 970.249.9392 mobile: 970.417.1779 julee@juleewolverton.con



LANDSCAPE NOTES & DETAILS

SHEET No.

L-2

AGENDA ITEM #9



То:	Town of Ridgway Town Council
Cc:	Preston Neill, Ridgway Town Manager
From:	TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date:	February 3, 2023
Subject:	Vista Park Commons P.U.D. Subdivision for February 8 th TC Meeting

APPLICATION INFORMATION

Request:	Approval of the Final Plat for the Vista Park Commons P.U.D. Subdivision
	to subdivide the existing five lots into 23 lots.
Legal:	Lots 30-34, Ridgway Land Company Subdivision
Address:	TBD
General Location:	East of and adjacent to Redcliff Drive, north of Hunter Parkway.
Parcel #:	430516402008, 430516402009, 430516402010, 430516402011, and 430516402012,
Zone District:	GC General Commercial Zone District with PUD
Current Use	Vacant
Applicant	Joe Nelson, Vista Park Development, LLC
Owner	Jack Young and Joe Nelson, Vista Park Development, LLC
D	

PROJECT REVIEW

BACKGROUND

The application for the final plat was submitted on April 29, 2022. A completeness review was conducted, and the application was accepted as complete on May 29, 2022. The initial review was completed and comments were sent to the applicant team on July 18, 2022, and a resubmittal was received on September 26, 2022.

The Vista Park Commons P.U.D. preliminary plat was approved by the Town Council on August 14, 2019, with conditions and variances as noted in the staff report. Sec. 7-4-5(C)(1)(c)of the RMC states that preliminary plats expire after two years of the Town Council's approval of the Preliminary Plat, therefore, the Vista Park Commons P.U.D. Preliminary Plat and PUD expired on August 14, 2021. However, because the development was proceeding with active the construction and developer was communicating with Town staff throughout the course of the project improvements, it was clear that a final plat submission was forthcoming. While the strict interpretation of



Figure 1. Current Plat

Town of Ridgway Vista Park Commons P.U.D. Final Plat February 3, 2023 Page 2 of 6

the provision was not met with the submittal of the final plat, Town staff believes the spirit and intent

of the regulation were met because of the active construction and positive progress made on the project over the course of the construction season. Although it is the applicant's responsibility to request an extension of a preliminary plat approval if the two-year timeframe is unable to be met, there was an oversight by both the applicant and Town staff in enforcing this provision for this project. However, since the project is consistent with approved standards and has been making progress, Town staff is comfortable with this request proceeding forward for Town Council's consideration. The Planning Commission was provided this information and concurred with this recommendation. If the Town Council desires, they may determine the application to be invalid and require the Applicant to submit a preliminary plat pursuant to the RMC requirements for an expired preliminary plat approval.



Figure 2. Property Location & Zoning

CODE REQUIREMENTS

RMC §7-4-5(C) FINAL PLAT:

RMC §7-4-5(C)(8)(b) states that the Town Council shall determine the following are met in order to recommend approval, with or without conditions, of the plat amendment to the Town Council:

- (i) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the Subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;
- *(ii)* Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (iii) Payment of all costs due to date pursuant to 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.

ANALYSIS

PUD CONDITIONAL USES, VARIANCES, AND DEVIATIONS

The property is zoned GC General Commercial with a Planned Unit Development (PUD). The intent of the PUD is to provide flexibility with respect to dimensional standards, increased density, and clustered development patterns. The preliminary plat and PUD for Vista Park Commons PUD Subdivision approved a variety of conditions and variances as allowed by the RMC. Those approvals are listed below:

1. Approve a conditional use to allow single-family and duplex residential uses in the GC Zone District

<u>NOTE:</u> The preliminary plat for Vista Park Commons PUD Subdivision was approved prior to the 2020 revisions to the RMC which prohibited single-family residents and duplexes in the GC Zone District. Prior to these amendments, these uses were allowed by conditional use.

2. The following dimensional standards were amended to be as depicted on the plat:



Town of Ridgway Vista Park Commons P.U.D. Final Plat February 3, 2023 Page 3 of 6

- a. <u>Lot Size</u>: The minimum required lot size if 5,000sf, but the preliminary plat and PUD proposed lot sizes ranging from 1,484sf to 3,181sf.
 - i. Of note, Lots 22 and 23 are significantly smaller than the previous smallest lot at 1,018.43sf and 1,088.79sf, respectively. While these are relatively large changes in lot size, the overall density, lot coverage, requirements, and setback requirements for these lots have not changed, so the impact of the overall development will be relatively minor. Therefore, Town staff is amenable to this change in minimum lot sizes for these two lots.
- b. *Front Setbacks*: 15' is required in the GC District, but most lots propose a 7' setback from the internal private street.
 - i. Of note, Lots 22 and 23 propose a 1' front setback which is consistent with Lot 23 of the preliminary plat.
- c. <u>Side Setbacks</u>: The GC District requires a minimum of 8' setback, however, most of the lots indicate a 4.5' setback while there is a 0' setback between the two sets of duplex lots (Lots 8 & 9 and Lots 22 & 23).
 - i. Of note, Lots 17 & 18 were proposed as duplex lots in the preliminary plat and the final plat shifted those to Lots 22 & 23. This change does not appear to have a significant impact on the overall development. Rather, it seems to mitigate access concerns for the previous duplex lots of Lots 17 & 18.
 - ii. Also of note, Lot 21 proposes a 1' side setback which is consistent with Lot 22 of the preliminary plat.
- d. <u>*Rear Setbacks:*</u> 8' is required in the GC District, however, some lots propose a reduced rear setback as small as 4' on Lots 20 & 21 and 4.5' on Lots 22 & 23. These are all consistent with the preliminary plat requests.
- e. <u>Architecture and Landscaping</u>: Architectural renderings and landscaping plans were provided with the revised materials submitted on December 7, 2022. These plans were reviewed in conjunction with staff review and applicable comments were provided to the Applicant on January 20th. Standards which are not met or need further clarification have been identified in the January 20, 2023 comment letter. Therefore, Town staff recommends a condition be included that updated prior to the
- 3. <u>Deed Restrictions</u>: The project will provide two deed restricted units and those are identified in the plat notes. There was discussion during the preliminary plat and PUD process that the units should be in Phase 2, however, an updated phasing plan was not provided in the submittal. Therefore, Town staff recommends a condition be included that an updated phasing plan submitted and reviewed by Town staff prior to the final plat and PUD being recorded.
- 4. <u>Parking:</u> The total number of parking spaces was reduced to 40 required spaces. The current RMC standards require 2 parking spaces per single-family or duplex use. With 23 units being proposed, a total of 46 parking spaces should be required. However, the reduction to was approved with the preliminary plat and PUD. The project installed 44 total spaces with 4 ADA spaces.



Town of Ridgway Vista Park Commons P.U.D. Final Plat February 3, 2023 Page 4 of 6

LAND USES

The property is zoned GC General Commercial District and is currently vacant with common elements and public improvements installed. The final plat must be approved and recorded with the Ouray County Clerk and Recorder's Office prior to any building permits being issued for the subdivision.

The proposed subdivision includes 23 lots with 23 dwelling units in 21 buildings; two duplexes are proposed. This is consistent with the preliminary plat and PUD. The preliminary plat identified one of the duplex lots as Lots 17-18. However, on the final plat, this set of duplex lots was shifted to the newly configured Lots 22-23 and Lot 17 encompasses the area that was Lots 17-18 on the preliminary plat.

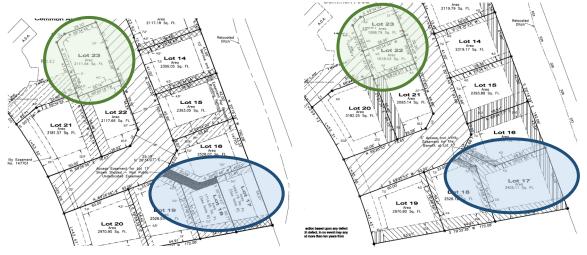


Figure 3. Preliminary Plat Configuration

Figure 4. Final Plat Configuration

DIMENSIONAL STANDARDS

The final plat is consistent with the proposed dimensional standards, variances, and waivers granted through the preliminary plat and PUD review. To simplify the building permit review process and the applicable standards for easier administration in the future, staff recommends a dimensional table be added to a sheet of the final plat & PUD identifying the minimum standards (setbacks, lot size, lot coverage, and lot width) for each lot in the subdivision.

Access

Each lot is accessed via an access easement which will be maintained by the Homeowner's Association. The access easement accesses Redcliff Drive at two locations and the parking lot accesses Redcliff Drive at two additional points. Those access points are consistent with the preliminary plat and construction documents.

UTILITIES

Underground utilities and surface infrastructure were necessary as part of this project. While the underground utilities were completed and as-built surveys were submitted, as of the last review, there were some surface improvements such as sidewalks, walkways, and parking lighting. These items are proposed to be included in a Subdivision Improvement Agreement (SIA). An SIA will need to be approved prior to the Town Council approving the final plat per RMC standards. Therefore, staff has recommended a condition that the SIA be submitted and reviewed by Town staff prior to the final plat and PUD being recorded.



Town of Ridgway Vista Park Commons P.U.D. Final Plat February 3, 2023 Page 5 of 6

There are a few minor revisions that still need to be worked out on the plat to ensure the utilities are located within the proper easements. These are identified in the attached redlines and staff is recommending a condition that the redlines be adequately addressed prior to the final plat and PUD being recorded.

As-BUILTS

The original review comments provided to the applicant on July 18, 2022, included comments regarding changes and updates needed on the as-built drawings required to be submitted with the Final Plat application materials. However, the revised materials provided to the Town for review on September 26, 2022, did not include updates to those as-built plans. To ensure that all as-built plans include the necessary items and corrections, Town staff has recommended a condition of approval requiring the applicant to adequately address all staff comments associated with the as-built drawings prior to the final plat being considered being recorded.

PUBLIC NOTICE AND PUBLIC COMMENT

The applicant has submitted a hearing application, associated fees, final plat materials, and other required support materials for this public hearing to the Town.

The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, no public comments either for or against the request have been received.

PLANNING COMMISSION RECOMMENDATION

The Town of Ridgway Planning Commission considered the Vista Park Commons – P.U.D. Subdivision Final Plat and PUD at their meeting on October 25, 2022. Following discussion, the Planning Commission recommended the Town Council approve the request with the following conditions:

- 1. Applicant shall submit updated architectural designs, landscape plan, phasing plan, and as-builts to the Town to be reviewed by town staff prior to the final plat and PUD being considered by the Town Council.
- Applicant shall address all redlines in Attachment C of this staff report and resubmit necessary plans and documents for review prior to the final plat and PUD being considered by the Town Council.
- 3. Applicant shall address all outstanding review comments in the comment letter dated July 18, 2022, and submit the necessary documentation for review prior to the final plat and PUD being considered by the Town Council.

STAFF RECOMMENDATION

Since the Planning Commission meeting in October of 2022, the Applicant has submitted information to address condition #1 and #2 while updated review letters supersede the comment letter referenced in condition #3. Therefore, staff recommends that the three Planning Commission conditions be considered met and updated conditions apply based on the review of updated application materials.

Upon review of the application against applicable Town standards, Staff recommends that the Town of Ridgway Town Council approve the Vista Park Commons – P.U.D. Subdivision Final Plat and PUD finding that the criteria set forth in RMC §7-4-5(C)(8)(b) have been met with the following conditions:



Town of Ridgway Vista Park Commons P.U.D. Final Plat February 3, 2023 Page 6 of 6

- 1. The Subdivision Improvement Agreement for Vista Park Commons P.U.D. shall be approved by the Ridgway Town Council prior to the Final Plat and PUD being recorded with the Ouray County Clerk and Recorder's Office.
- 2. Applicant shall address all outstanding review comments in the comment letter dated January 20, 2023, and submit the necessary documentation for review prior to the final plat and PUD being recorded with the Ouray County Clerk and Recorder's Office.

RECOMMENDED MOTION

"I move to approve the Vista Park Commons – P.U.D. Subdivision Final Plat and PUD finding that the criteria set forth in RMC §7-4-5(C)(8)(b) have been met with the following condition:

- 1. The Subdivision Improvement Agreement for Vista Park Commons P.U.D. shall be approved by the Ridgway Town Council prior to the Final Plat and PUD being recorded with the Ouray County Clerk and Recorder's Office.
- 2. Applicant shall address all outstanding review comments in the comment letter dated January 20, 2023, and submit the necessary documentation for review prior to the final plat and PUD being recorded with the Ouray County Clerk and Recorder's Office."

ATTACHMENTS

- A. Application and Support Materials (updated 12/7/2022)
- B. Town Review Comment Letter dated January 20, 2023
- C. Applicant Response Letters dated December 7, 2022
- D. Vista Park Commons Preliminary Plat and PUD Town Council Staff Report dated August 14, 2019





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

Planning Commission Hearing Request

Official Use Only
Receipt # _____
Date Received: ______
Initials: _____

General Information

Applicant Name	Vista Park Developme	ent LLC	C (Joe Nelson)	Application Date
Mailing Address				4-28-22
Phone Number	(970) 316-1364	Frnail	joenel1951@gmail.com	
Owner Name	Vista Park Developme	ent LLC		
Phone Number	Same	Lmail	Same	
Address of Prop	erty for Hearing Vista Park	Subdiv	rision / Ridgway Land Compan	y Subdivision
Zoning District	General Commercial			

Brief Description of Requested Action

Final Plat, As-Builts & SIA Review

Action Requested and Required Fee Payable to the Town of Ridgway Temporary Use Permit per 7-3-18(C) Subdivisions per 7-4 unless noted \$150.00 Conditional Use per 7-3-19 \$250.00 Sketch P an \$300.00 (+ \$10.00/lot or unit) Change in Nonconforming Use per 7-3-20 \$150.00 Preliminary Plat \$1,500.00 (+ \$25 00/lot or unit) Variances & Appeals per 7-3-21 \$250.00 Prel'minary Plat resubmittal \$750.00 (+ \$25.00/lot or unit) Rezoning per 7-3-22 \$250.00 🔀 Final Plat \$600.00 Other Reviews Pursuant to 7-3-23 \$250.00 Minor Subdivision \$450.00 (+ \$25.00/lot or unit) Variance to Floodplain Reg. per 6-2 \$150.00 Lot Split \$450.00 Master Sign Plan Pursuant to 7-3-117 \$150.00 Replat \$150.00 (+ \$25.00/lot or unit) Deviations from Residential Design \$175.00 Plat Amendment \$250.00 Standards per 6-6 Planned Unit Dev. per 7-3-16 See Preliminary and Final Plat Other Statutory Vested Rights per 7-5 Ś \$1,500.00

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-25(8) and 7-4-12(8)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



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Attachments Required

For All Applications

Evidence of ownership or written notarized consent of legal owner(s).

Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site plans, and/or architectural drawings drawn to scale.

For Conditional Uses

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

Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

Description of existing non conformity.

For Variances

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

For Rezonings

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

For Subdivisions

All requirements established by Municipal Code Section 7-4.

Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered

Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Final plat submittals shall be submitted at least 30 days prior to the Planning Comm ssion hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes gx parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

JOE NEL-SON Applicant Signature Owner Signature The

H/28/22 Date 4/28/22



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

TOWN OF RIDGWAY, COLORADO ACKNOWLEDGMENT OF FEES AND COSTS

Joe Nelson

("Applicant") and Vista Park Development LLC

+

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

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

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

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

Acknowledged this <u>28th</u> day of	April, 20_22	2
	for the second s	2-7
	APPLICANT: Joe N	elson
	By:	2
	Joe Nelson	authorized signer
	(print name)	
	PROPERTY OWNER:	Vista Park Development LLC
	By:	2
	Joe Nelson	, authorized signer
	(print name)	

VISTA PARK DEVELOPMENT LLC VISTA PARK DEVELOPMENT LLC 304 S LENA ST RIDGWAY, CO 81432	CITIZENS STATE BANK PO. BOXA CONTROL STATE OURGY, CONTROL STATE 82-325/1021	1201 A/28/22
BAY TO THE TOWN OF RIDGURY SIX-HUNDRED & NOTO		\$ 600 00
		Dollars of Arrows
MEMO FIRZAL PLAT APPLICATION		AUTHORIZED SIGNATURE
°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°	90275 22 7500	

VISTA PARK DEVELOPMENT LLC

1201

VISTA PARK DEVELOPMENT LLC

1201



Vista Park Commons – Final Plat Submittal

Table of Contents Outline of Documents Submitted:

- 1) Three 36" x 24" Printed copies of Final Plat B&W
- 2) One 36" x 24" Mylar of Final Plat Ready for Signatures
- 3) One 36" x 24" Copy of As-Built Utility Plan Color
- 4) One 36" x 24" Printed Copy of As Built Plans Surveyed Locations
- A) One Printed Copy of Final Plat Application w/ \$600 Check
- B) One Printed Copy of Proposed SIA Agreement (Draft)
- C) One Printed Copy of HOA CC&R's (Recorded)
- D) One Printed Copy of By Laws (Recorded)

Vista Park Commons - Subdivision Improvement Agreement - Items for Discussion / Estimate

Asphalt Paving is Complete	
Curb & Gutter is complete	
Sidewalks complete by Friday, Sept 30 th , 2022	
Utilities Complete	
Moddy Ditch Complete – Except Joint Sealing & Conc Repairs to – Moody Ditch =	\$12,000.00
Strom Water System Complete – Except Sod for Drywell (in Spring) =	\$10,000.00
Pavement / Crosswalk Markings =	\$ 5,500.00
Common Walkways Complete	
Common Fencing – 75% Complete – Balance to Complete =	\$ 6,000.00
Permeable Paving for Parking Lot =	\$40,000.00
Walkway lighting – Underground & bases Complete – Fixtures after Vertical Const =	\$ 3,000.00
Parking Lot Lighting – Underground Complete – Install Poles & Lighting =	\$15,000.00
Common Area Landscaping – 58 Trees Planted / Grade & Berms Set / Irrigation Complete – Balance of Landscape to be after Vertical Construction Exteriors =	\$38,000.00
Estimated Total	\$129,500.00



BYLAWS

Michelle Nauer, Clerk & Recorder Ouray County, CO 04-26-2022 01:41 PM Recording Fee \$68.00

OF VISTA PARK COMMONS HOMEOWNERS' ASSOCIATION

THESE BYLAWS of VISTA PARK COMMONS HOMEOWNERS' ASSOCIATION, a Colorado nonprofit corporation (the "Association"), are effective the <u>26th day of April 2022</u>, and are adopted pursuant to the Colorado Revised Nonprofit Corporation Act (the "Act") and the Colorado Common Interest Ownership Act ("CCIOA"). In the event of a conflict between these Bylaws, the Articles of Incorporation of Vista Park Commons Homeowners Association (the "Articles of Incorporation") or the Declaration of Covenants, Conditions and Restrictions for Vista Park Commons (the "Declaration"), the Articles of Incorporation and the Declaration shall control over the Bylaws, and the Declaration shall control over the Articles of Incorporation.

ARTICLE I

<u>Members</u>

1.1. <u>Membership</u>. Eligibility and requirements for membership are specified in the Declaration.

1.2. <u>Annual Meeting</u>. The annual meeting of the members shall be held in November of each year for the purpose of the election of directors and for the transaction of such other business as may lawfully come before the meeting.

1.3. <u>Special Meetings</u>. Special meetings of the members may be called by any board member or by members holding at least 20% of the votes of the Association upon delivery of a written request for such meeting to the president, which written request shall be duly executed by the members calling the meeting. Notice of the meeting shall be given in accordance with Section 1.5.

1.4. <u>Location of Meeting</u>. The board of directors shall designate any place, within Ouray County, Colorado as the location of any meeting. One or more members may participate in any members meeting by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

1.5. Notice of Meetings; Waiver of Notice.

1.5.1. Not less than ten (10) nor more than fifty (50) days in advance of any members meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each member or to any other mailing address designated in writing by the member. Also, to the extent feasible and practical, the notice shall be physically posted in a conspicuous place, in addition to being posted electronically or sent via electronic mail to all members who so request and who have furnished the Association with their electronic mail addresses.

or sent via electronic mail to all members who so request and who have furnished the Association with their electronic mail addresses.

1.5.2. Notice of any meeting must state the date, time and place of the meeting and any matters that require membership approval, including the general nature of any proposed amendment to the Bylaws (if the members, rather than the directors, are voting to amend) or Declaration, any budget changes, any proposal to remove a director, and any proposal to dissolve.

1.5.3. A member may waive notice of any meeting, or any other notice required by these Bylaws, by a writing signed by the member entitled to notice which is delivered to the secretary (either before or after the date and time stated in the notice) for inclusion in the minutes or for filing with the Association's records. A member's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting, unless the member, at the beginning of the meeting, objects to holding the meeting on the basis of lack of notice or defective notice; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is first presented.

1.6. Quorum and Voting.

1.6.1. A quorum shall be deemed present throughout any members meeting if persons entitled to cast 20% of the votes which may be cast for election of the board of directors of the Association are present in person or by proxy at the beginning of the meeting. Upon failure of a quorum, an adjournment may be taken by the vote of a majority of the members present for a period not to exceed thirty (30) days at any one adjournment.

1.6.2. If a quorum exists, action on a matter shall be approved if the votes cast by the members present at the meeting which favor the action exceed the votes cast in opposition to the action, unless a greater number of votes is required by law, the Articles of Incorporation, the Declaration, or these Bylaws; if there are more than two (2) choices or candidates, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast, shall be the prevailing choice or candidate. Each member entitled to vote shall have the number of votes allocated to that member in accordance with the Declaration. At the discretion of the board or upon the request of 20% of the members who are present at a meeting or represented by proxy, and if a quorum has been achieved, a vote on any matter affecting the Vista Park Commons common interest community shall be by secret ballot. Ballots shall be members who are selected or appointed at an open meeting, in a fair manner, by the chair of the board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates. The results of any vote by

secret ballot shall be reported without reference to names, addresses, or other identifying information.

1.7. Order of Business and Participation at Meetings.

1.7.1. Unless the chairperson adopts some other agenda, the order of business at the annual meetings of the members and, insofar as practicable, at all other meetings of the members, shall be as follows:

- (a) Call of the roll of members and approval of proxies;
- (b) Proof of notice of meeting or executed waiver;
- (c) Reading of minutes of last meeting;
- (d) Reports of officers and committees;
- (e) Election of directors;
- (f) Unfinished business;
- (g) New business;
- (h) Miscellaneous business.

1.7.2. All meetings of the Association shall be open to all members, or to any person designated by a member in writing as the member's representative. At an appropriate time determined by the board, but before the board votes on an issue under discussion, members or their designated representatives shall be permitted to speak regarding that issue. The board may place reasonable time restrictions on those persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the board shall provide for a reasonable number of persons to speak on each side of the issue.

1.8. <u>Proxy</u>. Members are entitled to vote at any members meeting in person or by written proxy, properly signed by the member or his or her duly authorized attorney-in-fact. Proxies shall be filed with the secretary before or at the time of the meeting. A proxy terminates eleven (11) months after its date, unless it provides otherwise. A member may not revoke a proxy except by actual notice of revocation to the person presiding over the meeting at which the proxy will be cast. A proxy is void if it is not dated or if it purports to be revocable without notice.

1.9. <u>Fixing Record Date</u>. For the purpose of determining members entitled to notice or to vote at any members meeting, the board of directors may fix a date in advance as the record date. Such date shall not be fewer than ten (10) nor more than fifty (50) days prior to the date on which the action is to be taken. If the directors do not fix such a record date, the record date shall be the close of business on:

(a) With respect to any meeting, the day before the first notice is delivered to members; and

(b) With respect to any informal action taken pursuant to Section 1.10, the date the first member signs a written consent.

1.10. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if members entitled to vote thereon unanimously agree and consent to such action in writing. Such consent may be executed in counterparts and received by electronically transmitted facsimile or other form of wire or wireless communication providing the Association with a complete copy of the document, including a copy of the signature on the document. Unless the members establish a different effective date, action is taken at the time the last member signs the consent. Such consent shall have the same effect as action taken at a meeting of the members and may be described as such in any document. A member may revoke his or her consent by a written revocation signed by the member and received by the Association before the last member has signed the consent, in which case the action proposed in the consent shall be invalid.

1.11. Action by Written Ballot.

1.11.1. Any action that may be taken at any members meeting may be taken without a meeting if the Association delivers a written ballot (in the manner provided in subsection 1.5.1) to every member entitled to vote on the matter. The written ballot shall state each proposed action and provide an opportunity to vote for or against such proposed action. Approval by written ballot shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. If there are more than two (2) choices or candidates, and the quorum requirements are met, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast by ballot, shall be the prevailing choice or candidate. A written ballot may not be revoked.

1.11.2. Solicitations for votes by written ballot shall:

(a) Indicate the number of responses needed to meet the quorum requirements;

(b) State the percentage of approvals necessary to approve each matter other than election of directors;

(c) State the time by which the ballot must be received by the Association in order to be counted; and

(d) Be accompanied by written information sufficient to permit each member voting to reach an informed decision on the matter.

1.12. <u>Rejection Based on Validity and Authority</u>. The Association is entitled to reject any vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

1.13. <u>Membership and Members List</u>. After fixing a record date pursuant to Section 1.9, the Association shall prepare an alphabetical list of the names of all its members who are entitled to notice of, and to vote at, the meeting or to take such action by written ballot. The list shall show the address of each member entitled to notice of, and to vote at, the meeting or to take such action by written ballot, and the number of votes each member is entitled to vote at the meeting or by written ballot.

1.14. <u>Transactions Requiring Membership Approval</u>. Notwithstanding anything to the contrary stated elsewhere in these Bylaws, neither the board of directors, nor any committee of such board, nor any officer, agent or employee of the Association, shall take any of the following actions without the prior approval of the voting members, unless otherwise provided by law, the Declaration, or the Articles of Incorporation:

(a) Amendment or restatement of the Declaration or Articles of Incorporation;

(b) Merger, dissolution, or sale or other disposition of substantially all of the assets of the Association;

(c) Sale, lease, disposition, pledge, gift or encumbrance of any interest in real or personal property belonging to the Association, except in accordance with the established policies for such matters approved from time to time in advance by the voting members;

(d) Aggregate borrowing of the Association for any period for any purpose in excess of \$5,000.00, or of a dollar amount to be established by the voting members from time to time; the term "borrowing" for these purposes shall include any commitment for the payment of money pursuant to any contract; or

(e) Any expenditure of a nature that was not anticipated or reflected in a budget approved in advance of such expenditure by the voting members, and any expenditure which either singly or when aggregated with all other similar amounts throughout the Association's fiscal year exceeds 10% of the amount budgeted for such expenditure or class of expenditures pursuant to a budget approved in advance of such expenditure by the voting members.

ARTICLE II

Board of Directors

2.1. <u>Powers and Duties</u>. The business and the property of the Association shall be controlled and managed by the board of directors, except as otherwise expressly provided by law, the Articles of Incorporation, the Declaration, or these Bylaws. All directors shall be members of the Association, except for directors appointed by Declarant (as defined in the Declaration), who are natural persons, eighteen (18) years of age or older.

2.1.1. By way of example and not limitation, the board of directors shall have the authority and power to:

(a) Employ independent contractors, professionals, and employees as the board deems necessary;

(b) Cause to be kept a complete record of all its acts and corporate affairs;

(c) Supervise all officers and any agents and employees of the Association, and see that their duties are properly performed;

(d) As more fully provided in the Declaration to:

(1) Fix the amount of the annual budget and annual assessment against each Lot;

(2) Cause delivery of all required notices relative to budgets and assessments;

(3) Collect assessments which are not paid when due as provided in the Declaration or otherwise allowed by law; and

(4) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(e) Obtain and maintain insurance as required under the Declaration;

(f) Cause all officers, employees, or agents having fiscal responsibilities to be bonded, if required in the Declaration or by law;

(g) Cause all property owned or used by the Association to be properly maintained;

(h) Instigate, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners, on matters affecting the Community or the Association;

(i) Cause improvements, repairs, and maintenance to be made of the Common Areas;

(j) Grant leases, licenses and concessions through or over and upon the Common Areas;

(k) Impose and receive payments, fees, charges, fines for services provided to Lot Owners or for violations of the covenants, rules and regulations of the Community by Lot Owners, including assessments for reasonable attorney fees and other costs incurred in collection of such charges and/or enforcement;

(1) Exercise any other powers conferred by the Association Documents or the Act, including implied and equitable powers;

2.1.2. The president or treasurer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

2.2. Number, Term and Nomination.

2.2.1. The affairs of the Association shall be managed by a board of no fewer than three (3) and no greater than five (5) directors. The number of directors may be changed from time to time by amendment of these Bylaws, subject to any limitations or specific requirements set forth in the Declaration.

2.2.2. Each director shall serve for the period of one year next succeeding his or her election, and until the election and qualification of a successor, unless sooner removed from office. Directors shall be elected by secret ballot in contested elections. A plurality of votes cast by the members entitled to vote in the election shall be necessary to elect a director.

2.2.3. Nominations for election to the board of directors may be submitted to the secretary, in writing, by any member or director through and including the day before the election date, but not more than fifty (50) days prior to such date. Unless the vote is being conducted by written ballot without a meeting under Section 1.11, nominations from the floor may be made at the meeting in which the election is held immediately prior to the vote.

2.3. <u>Vacancies</u>. Any vacancy in membership of the board of directors shall be filled for the remainder of the unexpired term by the affirmative vote of a majority of the remaining directors, whether or not consisting of a quorum.

2.4. <u>Resignation and Removal</u>.

2.4.1. A director may resign at any time by giving written notice of his or her resignation to the Association. Such resignation is effective when the notice is received by the Association, unless the notice states a later date. A board member who has failed to attend three (3) consecutive board meetings shall be deemed to have resigned upon a confirming vote of a majority of the board. If a director is deemed to have resigned for failing to attend meetings, his or her resignation date shall be the date of confirmation of resignation by the board of directors.

2.4.2. At any meeting of the members at which a quorum is present, the members, by a vote of 67% of all persons present and entitled to vote, may remove the entire board of directors or any lesser number, other than a director appointed by the Declarant.

2.5. <u>Annual Meeting of Directors</u>. The annual meeting of the board of directors shall be held as soon as is conveniently possible following the annual members meeting.

2.6. <u>Special Meetings</u>. Special meetings of the board of directors shall be held whenever called by the president or by a majority of the directors.

2.7. General Provisions Regarding Meetings.

2.7.1. All meetings of the board of directors shall be held at a time and place in Ouray County, Colorado to be designated by the president or, if called by directors, at such time and place in Ouray County, Colorado designated by those directors; except, the annual meeting shall be held in accordance with Section 2.5. Upon prior approval of the board, one or more directors may participate in any meeting of the board by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

2.7.2. All meetings of the board of directors or any committees of the board shall be open to attendance by all members or their representatives, and agendas for such meetings shall be made reasonably available for examination by all members or their representatives. Any member in attendance may participate in any deliberation or discussion if expressly so authorized by a majority vote of the board.

2.8. <u>Notice of Meetings</u>. Meetings of the board of directors shall be held only after delivering, at least two (2) days in advance of such meeting to each director personally or by wire or wireless communication, or mailing at least seven (7) days in advance to each director at the director's last known address, a written notice of such meeting, giving the date, time and place of the meeting. A director may waive any notice of a meeting with a written waiver signed by the director and filed with the minutes or corporate records.

2.9. <u>Quorum and Manner of Action</u>. A quorum will be deemed present throughout any meeting if directors entitled to cast at least 60% of the votes are present at the beginning of the meeting. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors.

2.10. <u>Proxies</u>. A director may be deemed present at a meeting if, prior to the meeting, the director grants and delivers a written proxy to another director who is present in person at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies by directors shall be allowed.

2.11. <u>Compensation of Directors</u>. No director shall receive compensation for his or her attendance at meetings of the board of directors. However, upon a vote of the directors, a director may be reimbursed for actual expenses incurred in performance of the director's duties. The

compensation allowed to directors shall be changed only by action of the members. This Section 2.11 may only be amended by the members.

2.12. <u>Presumption of Assent and Right of Dissent</u>. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have waived notice of the meeting and assented to all action taken at the meeting unless:

(a) The director objects to holding the meeting or transacting business at the meeting at the beginning of the meeting, or promptly upon the director's arrival, and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.12 is not available to a director who votes in favor of the action taken.

ARTICLE III Officers

3.1. <u>General</u>. The officers of the Association shall be a president and a treasurer. All officers shall be natural persons, eighteen (18) years of age or older. The board of directors may elect or appoint such additional officers as it may consider necessary who shall hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. Directors shall not be paid or compensated.

3.2. <u>Election and Tenure of Officers</u>. Except as otherwise provided in the Declaration, the officers of the Association shall be elected by the board of directors annually at the annual meeting of the board. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. A plurality of the votes cast shall be necessary to elect. One person may hold more than one office. A director or directors may hold any office(s). Each officer shall hold office until the first of the following to occur: the officer's successor is duly elected and qualified; the officer's death; the officer's resignation; or the officer's removal.

3.3. <u>Resignation</u>. An officer may resign at any time by giving written notice of resignation to the Association. The resignation of an officer is effective when the notice is received by the Association, unless the notice states a later effective date. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

3.4. <u>Removal</u>. The board of directors may remove any officer at any time, with or without cause, by a majority vote of the board. Such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not, in and of itself, create a contractual right.

3.5. <u>Vacancies</u>. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

3.6. <u>President</u>. The president shall, subject to the direction and supervision of the board of directors, be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall present a report of the general conduct and transactions of the company at the annual members meeting. The president shall have custody of the treasurer's bond, if any.

3.7. Treasurer. The treasurer shall have all of the powers, and shall perform all of the duties and obligations, of the president when the president is unable to act due to a vacancy in office, absence or illness. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all the funds, securities, evidences of indebtedness, and other personal property of the Association. The treasurer shall be required to keep written records showing all receipts and expenditures of the company, and shall make such reports related thereto as the board may require. The treasurer shall, if required under the Declaration, give the Association a bond meeting the requirements of the Declaration, conditioned upon the faithful performance of the treasurer's duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Association. The treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer. The Treasurer shall also: (a) keep the minutes of the proceedings of the members and the board of directors; (b) see that all notices are duly given in accordance with the provisions of the Declaration, these Bylaws, or as required by law; (c) be custodian of the Association's records and authenticate Association documents; and (d) maintain a record containing the names and addresses of all members.

ARTICLE IV Conflict of Interests

4.1. <u>Loans</u>. No loans shall be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until it is repaid.

ARTICLE V Dissolution

5.1. <u>Authorization</u>. The Association shall not be dissolved unless the common interest community (as described in the Declaration) is dissolved in accordance with the Declaration. To

authorize the dissolution of the Association, the board of directors shall adopt and recommend a proposal to dissolve to the members which shall be approved upon the affirmative vote of at least two-thirds (2/3) of the members entitled to vote. If the board of directors determines that it should make no recommendation, because of conflict of interest or other special circumstances, and communicates the basis for its determination to the members, dissolution may be approved without such recommendation upon the affirmative vote of at least two-thirds (2/3) of the members entitled to vote. The board of directors may condition the effectiveness of the dissolution, and the members may condition their approval of the dissolution, on any basis.

5.2. <u>Notice</u>. The Association shall give notice to members entitled to vote, pursuant to Section 1.5, of the members meeting at which the proposal to dissolve will be voted on. The notice shall contain or be accompanied by a copy of the proposal or a summary thereof.

5.3. <u>Articles of Dissolution</u>. After dissolution is authorized, the Association shall dissolve by delivering to the Colorado Secretary of State for filing articles of dissolution in the form it shall prescribe.

5.4. <u>Revocation</u>. The Association may revoke its dissolution within 120 days after the effective date of the dissolution by the same action that authorized its dissolution pursuant to Section 5.1. After the revocation of dissolution is authorized, the Association shall revoke the dissolution by delivering to the Colorado Secretary of State for filing, within 120 days after the effective date of dissolution, articles of revocation of dissolution in the form it shall prescribe.

ARTICLE VI

Association Records

6.1. <u>General</u>. The Association shall keep as permanent records all those records required under C.R.S. § 38-33.3-317, specifically including but not limited to: (a) minutes of all meetings of the members and the board of directors; (b) a record of all actions taken by the members or board by written ballot or written consent in lieu of a meeting; (c) a record of all actions taken by a committee of the board in place of the board on behalf of the Association; (d) a record of all waivers of notices of meetings of members and of the board or any committee of the board; and (e) financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments.

6.2. <u>Records at Principal Office</u>. In addition to the requirements of Section 6.1, the Association shall keep a copy of all records required under C.R.S. § 38-33.3-317(2) at its principal office, including but not limited to: (a) the Articles of Incorporation; (b) the Declaration; (c) these Bylaws; (d) board resolutions relating to the characteristics, qualifications, rights, limitations and obligations of lot owners or any class or category of lot owners; (e) minutes of all members meetings and records of all actions taken by members without a meeting for the past three (3) years; (f) all written communications within the past three (3) years to members generally; (g) a list of the names and business or home addresses of the current directors and officers; (h) the Association's most recent annual report, if any; (i) all financial audits or reviews conducted pursuant to C.R.S. § 38-33.3-303(4)(b) during the immediately preceding three (3) years; (j) tax

6.3. <u>Form of Records</u>. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

6.4. <u>Examination and Copying</u>. All financial and other records shall be made reasonably available for examination and copying by any member and such member's authorized agents. The Association may charge a fee, which may be collected in advance, but which shall not exceed the Association's cost for labor and material, for copies of Association records. The Association may require members to submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled board of directors meeting if the meeting occurs within thirty (30) days after the request.

ARTICLE VII Miscellaneous

7.1. <u>Amendment of Bylaws</u>. The board of directors shall have the power to make, amend and repeal these Bylaws at the annual meeting of the board or at any special meeting called for that purpose, unless otherwise provided in the Declaration, these Bylaws, or by law.

7.2. <u>Offices</u>. The initial principal office of the Association shall be located at 801 Chipta Drive, Ridgway, Colorado 81432. The Association may have such other offices in Ouray County, Colorado as the board of directors may designate or as the business of the Association may require from time to time.

EFFECTIVE the date first written above.

VISTA PARK COMMONS HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation By: Printed Name: Joseph Nelson, President

231935 Page 1 of 41 Michelle Nauer, Clerk & Recorder Ouray County, CO 04-26-2022 01:41 PM Recording Fee \$213.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

Vista Park Commons

A Planned Common Interest Community

by Vista Park Development, LLC

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTA PARK COMMONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AN DRESTRICTIONS OF VISTA PARK COMMONS (**Declaration**) is made effective as of the date executed below by Vista Park Development, LLC, a Colorado limited liability company (**Declarant**).

RECITALS

A. Declarant is owner of that certain real property situate within the Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:

Lots 30-34 of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

(the Property).

- B. The Property is subject to the Master Association Documents (as defined below), as such documents may be duly and lawfully supplemented and/or amended from time-to-time, and thecovenants, restrictions, terms and other provisions contained therein.
- C. Declarant is developing the Property and desires to create a planned common interest community under the name of Vista Park Commons (**the Community**) and to subject and submit the Property to the covenants, conditions and restrictions, terms, and provisions set forth in this Declaration and pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et seq.*, (**the Act**).
- D. Declarant is subdividing the Property into twenty-three (23) single-family residential lots and desires to create a common and general plan of development for the Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and deems it appropriate and proper to set aside a portion of the Property as common area for the use and benefit of the owners of Lots within the Property, and to establish a Colorado nonprofit corporation, Vista Park Commons Homeowners Association, (Association), organized pursuant to Colorado law and to C.R.S. §38-33.3-301 and pursuant to the Colorado Nonprofit Corporation act, to which such common area from time to time shall be conveyed, and which shall be charged with the management and maintenance of the Community.
- NOW, THEREFORE, the Declarant covenants and declares as follows:

ARTICLE 1 DECLARATION AND SUBMISSION

The Property shall be developed as a planned common interest community pursuant to the Page 7 of 41

Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101. *et seq.*, and that all of the Property, and any part thereof, with all appurtenances, facilities, and Improvements thereon, therein or thereto, shall be held, sold, owned, conveyed, encumbered, leased, used, occupied, liened, and improved subject to the following limitations, restrictions, easements, covenants, servitudes, conditions, obligations, reservations, liens, provisions, and charges described or set forth in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property, and which shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it and the successors in interest, heirs and assigns of such parties, and are imposed upon the Property and every part of it as equitable servitudes which may be enforced by the Declarant, its successors and assigns, each Owner, his or her successors and assigns, or by the Association, its successors and assigns.

ARTICLE 2 DEFINITIONS

The following words when used in the Declaration shall have the following meanings. Each capitalized term not otherwise defined in the Declaration or on the Plat shall have the same meaning specified or used in the Act.

Section 2.1 "Act" means the Colorado Common Interest Ownership Act, as amended, as set forth inColorado Revised Statutes §§38-33.3-101 *et. seq.*

Section 2.2 "Allocated Interest(s)" means the percentage membership in the Association, the percentage of Common Expense Liability, and the percentage of votes in the Association as allocated to each Lot. Each Lot shall have a $1/23^{d}$ (4.3478%) Allocated Interest.

Section 2.3 "Annual Assessments" means all assessments levied upon the Lots according to the Allocated Interests based on the Board's annual budget for usual Common Expenses and Reserves for the purposes of operating the Community.

Section 2.4 "Articles" means the Articles of Incorporation for the Association, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time-to-time.

Section 2.5 "Association" means the <u>Vista Park Commons Homeowners Association</u>, and its successors and assigns, of which all Lot Owners shall be the sole Members, and which Association shall be incorporated pursuant to the Colorado Revised Nonprofit Corporation Act, CRS §§7-121 through 137, and charged with the management and maintenance of the Community.

Section 2.6 "Association Documents" means this Declaration, the Articles, the Bylaws, minutes, the Plat, and Rules and Regulations or other procedures, rules, regulations or policies adopted pursuant to such documents by the Association, all as in effect from time-to-time.

Section 2.7 "Board" means the Board of Directors of the Association or their dulyappointed representatives in accordance with the Bylaws, and the Rules and Regulations of the Association.

Section 2.8 "Bylaws" means the Bylaws adopted by the Association, as they may be amended from time-to-time.

Section 2.9 "Common Areas" means and refers to all portions of the Community except the Lots, and which includes the General Common Areas and the Limited Common Areas, and which are conveyed to and held in fee simple by the Association for the use and benefit of the Members, subject to the duly promulgated rules and regulations of the Association. Common Areas shall include all Tracts designated on the Plat and conveyed to the Association by Declarant.

2.9.1 "General Common Areas" means and includes all of the Community except portions of the Community contained entirely within a Lot.

2.9.2 "Limited Common Areas" means those Common Areas designated and reserved for the exclusive use by Owners of particular Lots. Assignment of specific Limited Common Areas to specific Lots will be made from time-to-time by the Association.

Section 2.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to §38-33.3-207 of the Act and this Declaration.

Section 2.11 "Common Expenses" means (i) all expenses expressly declared by the Association Documents to be expenses common to the Lots; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas; (iii) insurance premiums for the insurance carried under Article VIII; (iv) assessments from the Master Association, and (v) all expenses lawfully determined and approved to be Common Expenses by the Board, including legal expenses, consistent with the Association Documents and/or the Master Declaration.

Section 2.12 "Community" means the common interest community created by the Declaration and as shown on the Plat, consisting of the Property, the Lots and the Common Areas, all under the name and style of "Vista Park Commons".

Section 2.13 "Curative Assessments" means all assessments levied upon any of the Lots for maintenance, repair, improvements, replacement or reconstruction of a Lot in accordance with this Declaration.

Section 2.14 "Curative Expenses" means all expenses incurred by the Association in accordance with this Declaration for the proper maintenance, repair, restoration or reconstruction

of aLot, and including costs of collection, court costs, and attorney's fees.

Section 2.15 "Declarant" means Vista Park Development, LLC, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Community from the Declarant for the purpose of development and is designated as such by the Declarant by any lawful means or manner.

Section 2.16 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Vista Park Commons and any duly executed amendments or supplements thereto, all as recorded with the Clerk and Recorder of Ouray County.

Section 2.17 "Default Assessments" means all monetary fines assessed against a Lot Owner pursuant to the Association Documents, any past-due Annual, Curative or Default Assessments and/or any expense of the Association, including attorney's fees and/or accountant's fees, which is the obligation of a Lot Owner or which is incurred on behalf of a Lot Owner pursuant to the Association Documents.

Section 2.18 " D u p l e x " means a single-family dwelling structure within the Property constructed with zero lot line setbacks and is connected to a single-family dwelling structure on an abutting lot by one or more party walls, foundation, and/or roof. "Duplex Lot" shall mean and refer to a Lot within the Property on which there is a Duplex.

Section 2.19 "Lot" or "Lots" means the portions of the Property represented and designated as "Lots" on the Plat, together with improvements thereon and the appurtenant rights and privileges described in this Declaration.

Section 2.20 "Lot Owner" means any person, trust, entity, corporation, partnership, association, or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots, and shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner, but does not refer to or include any mortgagee or other person having an interest in a Lot merely as security for the performance of an obligation, unless such mortgagee has acquired title pursuant to a foreclosure or any deed in lieu of foreclosure.

Section 2.21 "Master Assessments" means lawful assessments made by the Master Association.

Section 2.22 "Master Association" means Ridgway USA Association, Inc., a Colorado nonprofit corporation and its successors and assigns. The Association is a sub-association and voting member of the Master Association and must therefore coordinate with the Master Association for all affairs pertinent to the Ridgway USA Development and shall be subject to the terms of the Master Association Documents.

Section 2.23 "Master Association Documents" means the Master Declaration, the articles Page 10 of 41 of incorporation of the Master Association, the bylaws of the Master Association, the Master Plat, the Master Plat Restrictions, related documents, and any procedures, rules, regulations, or policies adopted under such documents by the Master Association in effect from time-to-time.

Section 2.24 "Master Declarant" means the Ridgway Land Company, L.L.L.P

Section 2.25 "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions recorded by the Master Declarant at reception #147105, Ouray County on July 24, 1990.

Section 2.26 "Master Plat" means the final plat of the Master Declarant found at record #147701, Ouray County, and filed on October 10, 1990, together with the Master Plat Restrictions.

Section 2.27 "Master Plat Restrictions" means the Master Declarant's plat restrictions found at reception #147699, Ouray County, and filed on October 10, 1990.

Section 2.28 "Member" means every Person that holds membership in the Association.

Section 2.29 "Person" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity, or any other entity having the right to hold title to real property.

Section 2.30 "Plat" shall mean and refer to the approved final plat of the Property duly recorded in the Ouray County official land records, and any replat thereof.

Section 2.31 "Property" means that certain real property described in Paragraph A. of the Recitals hereof, together with all rights of Declarant under all easements and water rights in favor of such real property and/or Declarant, all situated in the Town of Ridgway in the County of Ouray in the State of Colorado.

Section 2.32 "Residence" means the single-family dwelling structure constructed and located upon a Lot; Residences constructed with one or more zero lot-line setback(s) and one or more adjoining or party walls connecting the structure to one or more similar structures may also be referred to herein as Duplexes.

Section 2.33 "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, includingany amendment to those instruments.

Section 2.34 "Special Assessments" means all assessments levied upon any of the Lots for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of Common Areas not otherwise covered by insurance or the Reserve, or for unexpected repairs or replacements of improvements within the Common Areas, or for any other out-of-the-ordinary expense incurred or to be incurred in furtherance of the Board's ability to preserve and maintain the value of the Property and the Community.

Section 2.35 "Transfer Assessments" means the fee charged by the Association for the transfer of a Lot to a new Lot Owner(s) assessable as a closing cost at the time of the transfer.

ARTICLE 3

PROPERTY INTERESTS IN COMMON AREAS, EASEMENTS, AND RELATED INTERESTS

Section 3.1 Title to the Common Areas. Subject to the provisions of this Declaration, title to the Common Area shall be conveyed in fee simple, free and clear of all liens and encumbrances, except this Declaration, other title exceptions of records on the date of recoding of this Declaration, and then current real property taxes prorated to the date of conveyance, by the Declarant to the Association, when required by law, but not later than sixty (60) days after the initial sale of the first Lot in the Community to someone other than the Declarant. The Common Area shall remain undivided and shall not be subject to partition. By acceptance of the deed or other instrument of conveyance or assignment, each Lot Owner specifically waives his/her/its rights to institute and/or maintain a partition action or any other actin designed or intended to cause a division of the Common Area, and by such acceptance each Lot Owner specifically agrees (1) not to institute any action therefore, and (2) that this Section may be pleaded as a bar to the maintenance of such an action; and (3) that this Section and its restrictions are necessary to preserve the rights of all Lot Owners regarding the operation and management of the Common Area and the Community. A violation of this Section shall entitle the Association to collect from the parties violating the same, jointly and severally, the actual attorney fees, costs and other damages the Association incurs in connection with or relating to any such action. Nothing herein shall be construed as a limitation of the right of legal partition of any Lot among the Owners thereof, but such action shall not affect any other Lot nor sever any part of the Community from such Lots.

Section 3.2 Lot Owner Rights.

Section 3.2.1 Easement of Enjoyment. Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, non-exclusive right and easement of enjoyment in and to the Common Area, including without limitation the right of ingress and egress to and from the Owner's Lot, his/her/its parking area, any private street, or any facilities or amenities of the Association within any Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of additional reference. This easement of enjoyment does not allow any Owner to use the Common Areas for business or commercial purposes without the prior express written permission of the Association. This Easement of Enjoyment of the Common Areas is intended for the common use and enjoyment of Owners for recreation and other related activities attendant to residential use of their Lots, and does not and shall not be construed to dedicated the Common Areas for use by the general public or to create any right of the general public to use the Common Areas for any purpose. Subject to the limitations hereinafter provided, all Lot Owners, their successors, assigns, tenants, licensees, and invitees shall have a non-exclusive perpetual easement in and to the General Common

Areas the general use and enjoyment thereof and for reasonable ingress and egress by vehicular and pedestrian traffic and for vehicle parking, upon, over, and across the driveways and access ways, sidewalks and walkways, exits and entrances. Said easement shall be appurtenant and shall pass with title to every Lot.

Section 3.2.2 Primary or Intended Use. Each Lot Owner shall use the General Common Areas only in accordance with the purpose for which they are intended or were created; use for thecomfort and enjoyment of the Lot Owners and tenants, and their guests and invitees, shall only be allowed to the extent that such usage does not hinder, interfere, or encroach upon the lawful right of the other Lot Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. There shall be no obstruction of Common Areas, nor shall anything be kept or stored on any part of the Common Areas withoutthe prior written consent of the Association.

Section 3.2.3 *Utility Runs*. All Lot Owners shall also have a perpetual easementin common with the other Lot Owners to use all pipes, wires, cables, public utility lines, and other common Areas serving their Lot. All storm drains, utility lines, transformers, and meters of the Lot Owners shall be maintained in a safe condition.

Section 3.2.4 *Other Limitations.* The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to create, adopt, promulgate and publish rules, regulations, policies and guidelines governing the use of the Common Areas by Lot Owners, their invitees, guests, tenants, and contractors and to enforce strict compliance with those rules, regulations, policies and guidelines for such use, and to suspend the enjoyment thereof by any Lot Owner for any period during which any Annual, Curative, Default, Special, or Transfer Assessmentremains unpaid or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or for a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Lot Owner's continuing obligation to pay any accruing assessments;

(b) The right of the Association to enforce the restrictions contained in this Declaration and to enforce compliance with said restrictions by every Owner, his invitees, guests, tenants, and contractors;

(c) The rights of certain Lot Owners to the exclusive use of any part of a Common Area that is designated by this Declaration or on any plat of the Property as a Limited Common Area for the use and benefit of such Lot Owners, and the right of the Association and such Lot Owners to enforce such rights;

(d) The right of the Association, as provided in its Articles or Bylaws, to suspend an Owner's voting rights and right to use of Common Areas for any period Page 13 of 41

of time during which such Owner is in default under this Declaration, including without limitation non-payment of any Assessment levied by the Association, provided that any such suspension shall not be effective unless prior notice and an opportunity to be heard has been given to the Owner as provided in the Articles or Bylaws, and provided that where any such suspension is for an infraction of the Association's rules and regulations, the period of suspension shall not exceed sixty (60) days;

(e) The right of the Association to cause or consent to (1) the construction of additional Improvements within the Common Areas, (2) the alteration or removal of any existing Improvements within the Common Areas, and (3) the closing or limitation of use of the Common Areas or any part thereof for maintenance, repair, replacement or improvement thereof, for the safety or benefit of the Members.

(f) The right of the Association to grant easements under, over, across, through, upon, or in the Common Areas so long as such easements do not unreasonably interfere with the use of a Lot;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, and to subject the Common Area to such conditions as may be imposed or required by the public entity or utility, for the purposes of providing or making public or utility services and facilities available to the Members, subject to the provisions of this Declaration and C.R.S. §38-33.3-312;

(h) The rights of the Association to borrow money for the purpose of improving, repairing, replacing or maintaining the Common Area and to mortgage the Common Areas as security for any such loan, subject to the provisions of this Declaration and C.R.S. §38-33.3-312;

(i) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure, waste, harm, degradation or misuse;

(j) The right of Declarant or the Association to assign or allocate any part of the Common Area to be a Limited Common Area for the exclusive use of a particular Owner or Owners;

(k) The right of the Association to abate nuisances, unlawful activity, code violations, hazardous activity, and to otherwise manage and keep the Common Areas in an orderly, safe, and clean manner and condition.

3.2.5 Delegation of Use. Subject to the provisions of this Declaration and any rules or regulations which may be established from time to time concerning the

Common Area, any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests, short-term lodgers, or contract purchasers who reside on or are using her/her/its Lot. Each Owner shall, to the extent permitted by law, be liable for any damage done to the Common Area by such persons and for any breach of the Association's rules and regulations by such persons.

Section 3.3 Utility Easements.

3.3.1 Declarant Rights to Create Utility Easements. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right to create, grant and transfer non-exclusive easements in, on, under, over, across, and through the Property, including without limitation the Common Areas, for the purpose of installing, maintaining, repairing and placing any utilities or related services, including but not limited to any gas, electric, water, sewer, drainage, irrigation, communication, phone, television or similar lines, pipes, mains, or cables, and conduits therefor, and related facilities, including without limitation any heating or cooling installations, any master television or communication antenna system, pumps, and sprinklers, and for other utility and public purposes consistent with the intended use of the Property under this Declaration. The foregoing easements shall include, without limitation, the right of ingress and egress, the right to erect and maintain the necessary pipes, poles, boxes, and other equipment, and the right to enter into agreements relating to such utility services and easements, all of which shall be binding upon the Association and the Owners. Should any person or party furnishing such service(s) request a specific easement by separate recordable documents, Declarant shall have the right to grant such easement on the Property. The foregoing easement(s) shall be in additional to any other recorded easements on the Property, including but not limited to any easements dedicated on a recorded plat of the Property. No easements shall be granted pursuant to this Section which will unreasonably interfere with an Owner's use of his/her/its Lot. The rights reserved herein for the Declarant shall pass to the Association upon termination of the Development Period.

3.3.2 *Granted to Utility Servicers.* Governmental entities, utility companies, and other entities which provide utility services shall have a blanket perpetual and non-exclusive easement for installation, maintenance, repair, service, and replacement of all sewer, water, power, gas, cable TV, broadband, telephone, and utility pipes, lines, mains, conduits, waters, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Community, over, across and through the Common Areas and Lots areas shown on the Plat as being for utility purposes or as utility easements. All utility connections and lines shall be underground to the extent reasonably practicable.

3.3.3 Modifications to Utility Easements. In the event that the Association shall reasonably determine that the utility lines and facilities cannot for some reason be located within the area designated on the Plat for public utility and drainage easements, then the Association, together with the affected Lot Owners, shall cooperate in the granting of appropriate and proper easements for

the installation, repair, and replacement of storm drains, sewers, utility lines, and their proper services necessary for the orderly developmentand operation of the Community.

Section 3.4 Association Easements. The Association shall have the following perpetual easements with respect to the Property:

3.4.1 Easement for Encroachments. If any part of the Common Area or any Improvement therein or thereon encroaches upon a Lot or Lots, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, is granted and crated hereby and shall and does exist. If any portion of a Lot or any Townhome or other structure related thereto encroaches upon the Common Area, or upon any adjoining Lot or Lots, a valid easement for the encroachment and for maintenance of the same, so long as it stands, shall and does exist. In the even that a Townhome or structure related thereto is partially or wholly destroyed, the Owner agrees to make all reasonable efforts to rebuild the structure within the boundaries of the Lot; however, if the structure is rebuilt in its prior location, the Owners agree, by acquiring a Lot or Lots within the Community, that minor encroachment of part of the Townhome due to such construction shall be permitted and that a valid easement for said minor encroachment and the maintenance thereof shall exist. Encroachments referred to this section include, but are not limited to, encroachments caused by error in the original construction of any Townhome or relate structure constructed on the Property, by error in the plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Improvements or nay portion thereof. Such encroachments and easements shall not be considered or construed to be title defects or encumbrances either on the Common Area or on the Lots. In interpreting any and all provisions of this Declaration, subsequent deeds, Mortgages, or other security instruments relating to Lots and Townhomes, the actual location of a Townhome, and related structures, shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lot, Townhome, and related structure, as indicate on the plat.; and

3.4.2 Access to the Lots. The Association shall have the perpetual and nonexclusive right of access to each Lot (i) to inspect same for purpose of verifying conformance with this Declaration, the Bylaws, the Articles, and any Rules and Regulations of the Association; (ii) to remedy any violations; and (iii) to perform any operations required in connections with the maintenance, repairs, or replacements of or to the Common Areas, or any equipment, facilities, or fixtures affecting or serving other Lots; provided that requests for entry are made in advance and that any such entry is a time reasonably convenient to the Lot Owner(s) and/or tenants. In case of an emergency, such right of entry shall be immediate whether the Lot Owner(s) and/or tenants are present at the time or not; and

3.4.3 *Maintenance Easement*. A non-exclusive easement is hereby granted to the Association, their respective officers, agents, employees and assigns, upon across, over, in, under and through the Lots as may be necessary or appropriate to perform, exercise or carry out (1) the duties and functions which the Association is obligated or permitted to

perform pursuant to this Declaration or otherwise, including without limitation any maintenance required or permitted hereunder or pursuant to the Act, (2) any of Declarant's rights, (3) inspection, maintenance, repair, replacement, construction or reconstruction of any facilities, utilities, improvements or equipment on or within the Common Areas and Maintenance Areas; provided, however, that entry into any Townhome in non-emergency situations shall only be made after service of reasonable written notice and during regular business hours, and, under emergency circumstances after such notice, if any, as is reasonable under the circumstances.

3.5 Other Easements and Rights.

3.5.1 *Emergency Easement*. A non-exclusive easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Property, including but not limited to all Lots and Common AreaS, in the performance of their duties; however, nothing in this Declaration shall be construed or used to obviate or avoid the legal requirement of a warrant for any search or seizure by law enforcement personnel.

3.5.2 Common Wall or Party Wall Easement. Each Owner, his agents and contractors, are granted a non-exclusive easement for purpose of maintenance, construction, reconstruction and repair, in, over, under, upon and through adjacent Lots and in and upon adjacent Townhomes for purpose of common wall repair or maintenance, in accordance with Section 5.5, upon reasonable notice to the Owner thereof. Any damage occasioned to the adjacent Lot or Improvements, including the Townhome, thereon in exercising said easement shall be the responsibility of the Owner who caused or occasioned such damage.

3.5.3 Exterior Wall and Foundation Easement. Each Owner, his agents and contractors, are granted a non-exclusive easement in, over, under, upon and through the adjacent Common Area for the purpose of maintenance, construction, reconstruction and repair of any exterior wall on such Owner's Lot; provided, however, that such Owner shall be responsible for any damage to the Common Area caused or occasioned by such work or activities, and shall restore it to its condition prior to commencement of such work or activities. Owners of adjoining Lots shall have mutual easements of horizontal and vertical support for the foundations on which adjacent walls of their Improvements rest, and similar easements for support from the Common Area, and for the benefit of Improvements on the Common Area, are hereby created, reserved and dedicated, and shall also exist.

3.5.4 Easement for Ingress and Egress. Subject to the provisions of this Declaration, each Owner, his agents and guests, are hereby granted a perpetual, non-exclusive easement over any streets, roadways, driveways, and sidewalks located within or upon the Common Areas for the purpose of vehicular and pedestrian ingress to and egress from such Owner's Lot. If any of the streets or roadways upon the Property are private streets, Declarant shall have the right to relocate any portion of such streets or roadways, provided that such relocation continues to provide all Owners with reasonable access to and from their Lots. Declarant may also dedicate any portion of any private street or roadways upon the Property to a public entity for public right-of-way, if and only if the public entity

has agreed to accept such dedication, in which case, if accepted by a public entity, the Association's obligations for repair and maintenance of said street or roadway shall cease.

3.5.5 *Rights of Declarant Incident to Construction.* An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress, over, in, upon, under, across and through the Common Area of any special Declarant right hereunder or under the Act, including, but not limited to, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Property.

3.5.6 *Easements Deemed Created.* All conveyances of portions of the Property, including Lots, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements created by, set forth in, contained and referenced in this Declaration, even though no specific reference to such easements appears in the instrument of such conveyance.

Section 3.6 No Obstructions Across Easements. No walls, fences, or barriers of any kind shall be constructed or maintained in the Common Areas area which shall prevent or impair the use or exercise of any of the easements granted herein or the free access and movement, including without limitation, pedestrian and vehicular traffic. The Association, however, in its discretion may implement landscape projects within the Common Areas area as long as it does not unreasonably interfere with the primary purposes for which the Common Area was created or is designated (e.g., parking, storage, access, drainage, etc).

Section 3.7 *Recorded Easements*. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including without limitation any shown on any recorded plat of the Property or any part thereof, whether recorded contemporaneously with this Declaration or after.

Section 3.8 Duty of Association to Accept Common Areas. The Association shall have the duty and obligation to accept conveyance or dedication of Common Areas within and of the Property to the Association from or by the Declarant, and shall have no right to decline or reject such conveyance or dedication. The right of Declarant to convey or dedicate Common Areas to the Association and the obligation and duty of the Association to accept such conveyance or dedication is and shall be consider a reserved development right and a reserved special right of the Declarant pursuant to this Declaration. No Member of the Association, including any member of the Board of Directors, shall have any right to object to such conveyance or dedication.

ARTICLE 4 LIMITED COMMON AREAS: PARKING AND STORAGE

Section 4.1 *Limited Common Areas*. The Association may from time to time designate parking and storage areas within the Common Areas as Limited Common Areas for the use and benefit of a particular Lot Owner. The conveyance of each Lot will, by this Article, include a right to two (2) assigned parking spaces for each 2-bedroom Residence and one (1) assigned Page 18 of 41

parking space for each 1-bedroom and studio Residence. The conveyance of each Lot will also, by this Article include an inalienable right to one (1) assigned storage unit.

Section 4.2 Use. Each Lot Owner may use their assigned Limited Common Areas in accordance with the purpose for which they are intended, but only to the extent that such usage does not hinder, interfere or encroach upon the lawful rights of other Lot Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. Each Lot Owner shall be responsible for any liability or obligation arising with respect to usage or misusage of their assigned Limited Common Areas.

Section 4.3 Damage or Destruction. In the event of damage or destruction of a Limited Common Area, then the Association shall bear the cost for remediation of such damage or destruction. If the Lot Owner, or their agent, lessee, invitee, licensee, or guest through negligence or tortious acts or omissions causes damage or destruction of any Limited Common Area, the Association can recoup its remediation expense from the negligent or tortious Lot Owner. *Ref.* §§ 6.10, 7.4

Section 4.4 Assignment of Parking and Storage. Assignment of specific parking spaces and storage units to each Lot will be made by the Association in its discretion. As much as reasonably possible, upon request the Association shall assign parking places and storage units that are as close as possible to each respective Lot. The Association shall also take into consideration the reasonable individual wants and needs of the affected Lot Owners and/or their tenants.

Section 4.5 *Sub-Assignment of Parking or Storage*. A Lot Owner may also assign and/or lease it's allotted parking spaces or storage unit to another Lot Owner or its tenant. Any such assignment or lease will be personal and will not run with the land and will automatically terminate when the assignee or lessee no longer occupies a Lot. Moreover, any such assignment or lease will automatically terminate in the event that the Lot Owner assigning or leasing the space conveys its Lot to another party. Any assignment or lease of parking spaces or storage units will be subject to the written approval of the Association, which approval shall not be unreasonably withheld. In the event that a parking space or storage unit is assigned or leased, the Association may, in its discretion, reorganize or consolidate the assignment of parking spaces or storage units.

Section 4.6 *Rules and Regulations*. The Association shall formulate reasonable Rules and Regulations to govern the use and enjoyment of parking and storage.

ARTICLE 5 DIVISION INTO AND USE OF LOTS

Section 5.1 *Number of Lots*. The maximum number of Lots that can be created within the Community shall be twenty-three (23). The Lots shall be developed for single-family residential use, to include nineteen (19) detached single family Residences and four single family attached Residences (in the form of four residences in two buildings).

Section 5.2 Identification and Description of Lots.

Section 5.2.1 *Identification*. The identification number of each Lot is shown on the Plat.

Section 5.2.2 *Description*. Each Lot, the Lot Owner's membership in the Association, the Lot Owner's interests in the Common Area as set forth in this Declaration, including without limitation a Lot Owner's exclusive use of any Limited Common Area designated for such Lot, shall together comprise one Lot, shall be inseparable, and may be transferred, devised, or encumbered only as a complete single Lot.

Section 5.2.3 *Plat.* Prior to the conveyance by Declarant of a Lot, Declarant shall cause the Plat to be filed for record with the Clerk and Recorder, which Plat shall contain a sufficient survey description of the Property and the portions of the Property dedicated to each Lot so as to locate the same accurately and properly. The Plat may be filed in whole or in parts or sections, from time-to-time, as stages of construction of the Lots are substantially completed, if ever, in accordance with this Declaration. Each section of the Plat filed subsequent to the first filed Plat shall be termed a Supplemental Plat to the Plat and the numerical sequence of such Supplemental Plat shall be shown thereon.

Section 5.2.4 Description for Conveyance. Any instrument conveying title to a Lot shall describe the Lot as follows: "Lot____, Vista Park Commons, Town of Ridgway, County of Ouray, State of Colorado.

Section 5.3 Use of Lots.

Section 5.3.1 *Restricted Use*. Each Lot shall be used and occupied solely for residential purposes. No Lot shall be left unoccupied for more than six (6) months in any twelve (12) month period.

Section 5.3.2 *Right to Lease*. An Owner shall have the right to lease the Owner's Lot upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) no leases shall be for a term of less than six months (6 months) or such other term as may be approved by the Board; (ii) all leases shall be made in writing and *shall specify that the lease is subject to the terms of the Association Documents*; (iii) a Lot may be leased only for residential use; and (iv) any failure of a lessee to comply with any terms of the Association's Documents shall constitute a default under the lease enforceable by the Association as a third-party beneficiary against the lessee and/or the Lot Owner, whether or not the lease contains any such enforcement provision. No provision in any lease shall be construed to amend, relieve, abate, waive, or modify any obligation of a Lot Owner contained in this Declaration.

Section 5.3.3 Rules and Regulations for Use of Lot. The Lots shall be used and occupied in strict accordance with all applicable governmental, zoning, land use and other

regulations, the Association Documents and the laws of the State of Colorado, and as follows:

5.3.3.1 In accordance with the Association's Rules and Regulations. Such matters may include, without limitation, (i) use of the Common Areas; (ii) regulation of animals within the Community; (iii) prohibition of combustible or dangerousmaterials; (iv) the orderly abatement of nuisances; and (v) general matters governing the administration of the Community to ensure high standards of safety, cleanliness, a pleasing professional appearance, and to otherwise protect property value within the Community.

5.3.3.2 No part or appurtenance of or to any Lot that is visible from outside the Residence (*e.g.*, windows, doors, awnings, etc.) shall be added or altered in appearance or coloror modified without approval by (i) the Board or (ii) the Architectural Review Committee governing the Community and established by the Board, if any, in their sole discretion. Any such alterations must, in any event, also comply with the provisions of the Association Documents. Reasonable modifications to a Lot or Residence as necessary to afford a person with disabilities full use and enjoyment of the in accordance with the federal "Fair Housing Act of 1968" will be allowed.

5.3.3.3 No unsightly object or nuisances shall be erected, placed or permitted to remain on or in any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health of, or unreasonably disturb, any Lot Owner or any tenant thereof.

5.3.3.2 Subject to the provisions regarding construction and renovation, no nuisances shall be allowed in the Community, nor shall any use or practice be allowed to annoy or harass other Lot Owners or their tenants or interfere with the peaceful enjoyment, possession and/or use of the Community by the Lot Owners or their tenants. All the Property and the Community will be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist or combustible or hazardous material to be maintained at any time on any portion of the Community. No Lot Owner shall permit any use of such Owner's Lot, or make any use of the Common Areas that will increase insurance rates for any portion of the Community or that will otherwise not comply withthe laws of the State of Colorado.

Section 5.4 *Conveyance of a Lot.* Upon the conveyance of any Lot by the Declarant or a Lot Owner, a copy of each instrument of conveyance shall be furnished to the Association.

ARTICLE 6 ASSESSMENTS AND ALLOCATIONS

Section 6.1 Covenant to Pay. Each Lot Owner hereby covenants to pay the Association

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all Annual Assessments, Special Assessments, Curative Assessments, and Default Assessments as more specifically describe herein.

Section 6.2 *Budget*. Within thirty (30) days after the adoption of any proposed budget for the Association, the Board shall distribute by mail or verified email or hand delivery and shall publish on its web site, if any, a summary of the budget to all the Lot Owners and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) now more than sixty (60) days after mailing or delivery or publication of the summary or as may otherwise be provided for in the Act. Unless at that meeting a majority of all Lot Owners reject the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board. The Board shall adopta budget and submit the budget to a vote of the Lot Owners as provided herein no less frequently than annually. The Board shall levy and access the Annual Assessments in accordance with the annual budget.

Section 6.3 Annual Assessments.

Section 6.3.1 *Defined with Examples.* Annual Assessments for usual Common Expenses shall be based upon the estimated cash requirements, for the purposes of operating the Community in accordance with this Declaration, as the Board shall from time-to-time determine shall be paid by all of the Lot Owners, subject to **Section 6.2** above. Estimated usual Common Expenses shall include, without limitation, the cost of routine maintenance, necessary improvements, and operation of the General Common Areas, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the General Common Areas, snow removal, routine repairs, replacements and renovations within and of the General Common Areas, taxes or any other fees imposed by a governmental body, legal and accounting fees, Master Assessments, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, and payment of any default remaining from a previous assessment period.

Section 6.3.2 *Payments*. Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month. The association may enter into an escrow agreement with the holder of a Lot Owner's mortgage so that assessments may be combined with the Lot Owner's mortgage payments and paid at the same time and in the same manner. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Lot Owners from their Common Expense Liability. The Board may establish Rules and Regulations for Default Assessments, *e.g.*, late fees, interest charges, in the event a Lot Owner's untimely payment.

Section 6.3.3 Apportionment. The Common Expenses shall be allocated among the Page 22 of 41

Lots on the basis of each Lot's Allocated Interests in effect on the date of assessment, provided, however, that the Association (through the Board, in its sole discretion) reserves the right to allocate expenses relating to fewer than all of the Lots to those Lot Owners of the affected Lots only.

Section 6.4 *Capitalization of the Association - Transfer Assessment*. Whenever a Lot is sold, a Transfer Assessment will attach to the sale thereof, payable to the Association as a condition of sale and from the proceeds of the sale. If uncollected, the Transfer Assessment will be an obligation of both the new Lot Owner and the preexisting Lot Owner, and will attach to the Lotas a first priority lien until satisfied. Furthermore, the new Lot Owner will subject to late fees and interest and will not be allowed voting rights in the Association until the Transfer Assessment is paid. Funds accumulated from the Transfer Assessments will be utilized by the Association to fund (i) capital projects, (ii) repair and replacement reserves dedicated to the Common Areas, (iii) repair and replacement from the Lot Owner. The Transfer Assessment will be one percent (1%) of the sale price of the Lot. CRS § 38-33.3-207 (4)(a)(IV)

Section 6.5 *Reserves and Surplus Funds*. The Board shall have the right, but not the obligation, to create a further contingency or other reserve or surplus fund out of Annual and/or Transfer Assessments for capital replacements, insurance deductibles and/or maintenance, repairs and replacements of improvement within the General Common Areas or for Curative Expenseson a periodic basis, as may be required. In the event that the Board determines that the Association has surplus funds, the Board, in accord with the Bylaws, may resolve the same to be distributed to Lot Owners pursuant to CRS §38-33.3-314.

Section 6.6 Special Assessments. In addition to the Annual Assessments (and other assessments described herein), the Association may levy in any fiscal year, one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Areas, or for any other expense incurred orto be incurred in furtherance of the Board's ability to preserve and maintain the value of the Property and the Community, as provided in the Declaration. Any amounts assessed pursuant to the Section shall be assessed to Lot Owners according to their Allotted Interests, subject to the right of the Association to assess only against the Lot Owners of affected Lots (i) Curative Assessments (as describe below), (ii) any extraordinary maintenance, repair or restorative work on fewer than all of the Lots, which shall be borne by the Lot Owners of those affected Lots only, (iii) any extraordinary insurance costs incurred as a result of the actions of a particular Lot Owner (or their agents, servants, guests, tenants, invitees, or licensees), which shall be borne by that Lot Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Lot Owners. The Board, in its sole power and discretion, shall have the absolute power and authority to levy and make any Special Assessment up to a principal amount (not including and in addition to any Default Assessments) of \$25,000 per year. Any amount in excess of this shall require additional approval by Members holding no less than fifty one percent (51%) of the Allocated Interests.

Section 6.7 *Default Assessments*. Notice in writing of the amount of each Default Assessment, including any ongoing accruing amount, and the time for payment of the Default Assessment shall be given promptly to the applicable Lot Owner. The Board shall establish written and reasonable Rules and Regulations for making Default Assessments and the payment thereof.

Section 6.8 Curative Assessments.

Section 6.8.1 *Notice*. Notice in writing of the amount of each Curative Assessment, including any Default Assessments that may attach, and the time for payment of the Curative Assessment shall be given promptly to the applicable Lot Owner, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 6.8.2 Payment Plan. If requested by the Lot Owner, the Board shall makea good-faith effort to set up a payment plan; except that this does not apply if the Lot Owner does not occupy the Lot and has acquired the property as a result of a default of a security interest encumbering the Lot, or if the Lot Owner has previously entered into a payment plan under this section. A payment plan negotiated between the Association and the Lot Owner pursuant to this section must permit the Lot Owner to pay off the deficiency in equal installments over a period of at least six months. Nothing in this section prohibits Association from pursuing legal action against a Lot Owner if the Lot Owner fails to comply with the terms of their payment plan. A Lot Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of their payment plan.

Section 6.9 *Master Assessments*. The Association assumes as a Common Expense the obligation of the Lot Owners to pay all just and reasonable assessments made by the Master Association.

Section 6.10 *Effect of Nonpayment; Assessment Lien.* Any Assessment or Assessment installment, whether pertaining to any Annual, Special, Curative, Default or Transfer Assessment, which is not paid as of its due date, shall be delinquent. If an Assessment becomes delinquent, the Association (acting through its Board), in its sole discretion, may take any or all of the following actions:

Section 6.10.1 Default Assessments.

Section 6.10.1.1 Assess a late charge for each delinquency in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.2 Access an interest charge from the due date in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.3 Access professional fees reasonably incurred by the Association in support of actions taken to address the delinquency.

Section 6.10.2 Suspend the voting rights of the Lot Owner during any period of delinquency;

Section 6.10.3 Suspend the rights of the Lot Owner, and the Lot Owner's family, guests, lessees and invitees, to use the General Common Areas during any period of delinquency;

Section 6.10.4 Accelerate all remaining Assessment installments so that all unpaid Assessments shall be immediately and fully due and payable;

Section 6.10.5 Bring an action at law against any Lot Owner personally to pay the delinquent Assessments (*Ref.* §6.11); and/or

Section 6.10.6 *Proceed with foreclosure*. Assessments chargeable to any Lot shall constitute a lien in such Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any foreclosure brought by the Association, the Lot Owner shall be liable for the amount of unpaid Assessments, any penalties, and interest thereon, the cost and expense of such proceedings, the cost and expenses for filing any notice of claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 6.11 *Personal Obligation*. In addition to being a lien on each Lot, each Assessment shall also be the personal obligation of the Person who owned the Lot at the time the Assessment became due. In the event of a legal action at law, the prevailing party will be liable for all or a portion of the non-prevailing party's attorney's fees and costs as determined or ordered by the court. No Lot Owner may exempt theirself from liability for the Assessment by abandonment of their Lot or by waiver of the use or enjoyment of all or any part of the Common Areas. Suitto recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment lien provided in the Declaration.

Section 6.12 *Payment by Mortgagee*. Any mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and, upon such payment, the mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien on the mortgage.

ARTICLE 7 MAINTENANCE

Section 7.1 *Maintenance by Lot Owners*. Each Lot Owner shall maintain, repair, replace and reconstruct as needed all improvements on his/her/its Lot and shall maintain the Limited Page 25 of 41

Common Areas assigned to said Lot and the landscaping of said Lot all in a neat, clean and good condition. All improvements, fixtures, appliances, equipment, and landscaping installed within or upon the Lot shall be maintained and kept in repair by the Lot Owner.

Section 7.2 Curative Assessment - Lot Owner's Failure to Maintain or Repair. In the event that a Lot is not properly maintained (including landscape elements) and repaired, or in the event that the Residence or other improvements within a Lot is/are damaged or destroyed by an event of casualty, and/or an act or omission by aLot Owner, and the Lot Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Residence/Lot to substantially the same condition in which they existed prior to the damage or destruction, then the Association, in furtherance of its duty to preserve and maintain the value of the Property and the Community, after notice to the Lot Owner and with the unanimous approval of the Board or the majority approval of the Members of the Association, shall have the right to enter upon the Lot to perform such work as isreasonably required to restore the Lot to a condition of good order and repair. All costs incurred by the Association in connection with steps taken under this section shall be reimbursed to the Association by the Lot Owner as a Curative Assessment.

Section 7.3 *Maintenance by Association*. The Association shall be responsible for the maintenance and repair of the Common Areas, which maintenance and repair (unless necessitated by damage caused by the negligence, misuse or tortious act of a Lot Owner or Owner's Agent asset forth in Section 7.4 below) shall be the Common Expense of all Lot Owners and shall be in accordance with standards that may be established from time-to-time by the Board in its sole discretion. This maintenance shall include, but shall not be limited to, upkeep (including snow removal, grass cutting, and keeping storm system drywells cleared out), repair and replacement of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways, the parking lot, and the common building. In the event the Association does not maintain or repair the Common Areas, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 7.4 Limited Common Area Damage. In the event of damage or destruction of a Limited Common Area from any cause other than the negligence or tortious acts or omissions to act of a Lot Owner or Lot Owner's tenant, invitee, or agent, the Association shall bear the expense to repair or rebuild the Limited Common Area to its previous condition. If a Lot Owner or Owners or their tenant, invitee, or agent have caused such damage by negligence or tortious conduct, as outlined above, such Lot Owners shall bear the cost of the damage to the extent of negligent of tortious culpability. The Association can make a Default Assessment and/or pursue an action at law to collect said cost of damage. Ref. §§ 4.3, 6.10.

Section 7.5 *Maintenance of Duplex Lots*. Each Duplex Lot will share certain elements including without limitation a foundation, exterior finish, common or party wall, and roof with another Duplex Lot ("Shared Element(s)"). The Duplex Lots may be constructed so that they do not share an interior common wall, but will be built with an interstitial space between the interior walls. Notwithstanding, responsibility for maintenance of the Shared Elements that are

common to each Duplex will be individual and several responsibility of the Lots Owners of the respective Duplex, and each Duplex shall be maintained by those Lot Owners with a uniform exterior appearance. Examples of Duplex Shared Elements include but are not limited to exterior painting, roof replacement, party wall or interstitial space maintenance, and foundation maintenance. If the Owners of adjoining Duplex Lots are in disagreement overthis responsibility, they must submit such to the Association as provided in subsection 7.5.4. If one or more of the parties to the dispute are on the Board, such parties may not participate in making a determination of the arbitration.

7.5.1 *Rights.* The Owners of Duplex Lots shall each have a perpetual, nonexclusive right to access, inspect, maintain, repair and replace the elements of their Duplex that they have in common with another Owner. This right shall be binding upon and inure to the benefit of the Duplex Lot Owners and their respective heirs, successors and assigns. It shall run with the land and is not a personal covenant; provided, however, that assignment by either Duplex Lot Owner of his or her Lot shall not release that Owner from liability under this Section 7.5, unless specifically released by the other Owner in writing.

7.5.2 *Maintenance, Repair and Replacement.* Both adjoining Duplex Lot Owners shall share equally in the cost of maintenance, repair and replacement of their shared elements, unless such maintenance, repair or replacement is caused or necessitated solely by one of the Owners, in which case that Owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the Owners in anything but equal proportion, the Owners shall bear the costs of such maintenance, repair or replacement in proportion to their fault.

7.5.3 Submittal of Plans. Plans for any maintenance, repair or replacement of a Shared Element that may or will disturb the exterior appearance of a Residence must be submitted to and approved by the Association prior to such disturbance.

7.5.4 *Disputes*. If the Owners of adjoining Duplex Lots are unable to agree as to whether the Shared Element(s) is/are in the need of maintenance, repair or replacement, the Owners shall submit their dispute to the Association who shall, through the Board, decide the matter. The Board's decision shall be treated as an arbitrator's decision, binding on both parties. If the Board recommends maintenance, repair or replacement, the parties shall be obligated to submit plans for such maintenance, repair or replacement to the Association for review.

7.5.5 *Contribution.* A Duplex Lot Owner's right to contribution to costs of repair, maintenance, and/or replacement of a Shared Element from another Duplex Lot Owner or other Owners shall run with the land and shall pass to such Owner's heirs, successors and assigns and shall be enforceable by said Owner.

7.5.6 *Survival*. Notwithstanding anything in this Declaration to the contrary, to the extent feasible the terms and conditions of this Section 7.5 shall survive termination of this Declaration.

ARTICLE 8 INSURANCE

Section 8.1 Association Insurance Provisions. The Association shall acquire and pay for, out of the Annual Assessments, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

Section 8.1.1 Property Hazard Insurance Coverage. Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. Coverage shall include endorsements in amounts deemed reasonable and as determined by the Board to represent not less than the full thencurrent insurable replacement cost of the Common Areas and improvements therein and thereon, including without limitation Limited Common Areas, and any Lots, and improvements therein and thereon, owned by the Association. Maximum deductible amounts, if available, shall be the lesser of \$10,000 or 1% of the policy face amount. Such hazard insurance policy must be written by an insurance carrier that has an "A" or better policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports - International Edition.

Section 8.1.2 General Liability. Commercial general liability insurance for the Common Areas in such amounts as the Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence insuring the Association, the Board, a Manager or managing agent, or both, if any, and their respective agents and employees from liability in connection with the operation, maintenance and use of the Common Areas and/or any Lot owned by the Association.

Section 8.1.3 General Provisions.

8.1.3.1 All policies required to be carried under this **Article 8** shall provide a standard non-contributory mortgagee clause in favor of the first mortgagee and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to the Board, except that ten (10) days is required for reason of non-payment of premium.

8.1.3.2 If the insurance describe in this **Article 8** is not reasonable available, or if any policy of insurance is cancelled or not renewed without a replacement policy therefore having been obtained, The Association shall promptly cause notice of that fact to be hand delivered or sent by United States mail to all Owners and to any first mortgagee of the Association. The Association shall additionally provide supplement notice via email to Lot Owners and posting on the Association's website.

8.1.3.2 To the extent the Association settles insurance claims for damages to Page **28** of **41**

the Common Areas or to any Lots it owns, it shall have the authority to assess negligent Lot Owners causing such loss all deductibles paid or uncovered losses incurred by the Association. *Ref.* §§ 4.3, 7.4.

Section 8.2 Lot Owner Insurance Provisions. Each Lot Owner shall maintain, in such amounts and form acceptable to the Board from time-to-time (i) property hazard insurance coverage on their respective Lot, including insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. (ii) casualty and public liability insurance coverage for such Lot Owner's Lot and the Limited Common Areas assigned thereto for amounts not less than \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence. Such policy or policies shall name the Association as an additional insured in a form acceptable to the Association. Each Lot Owner shall be solely responsible for the operation and use of the Limited Common Areas assigned to such Lot. Each Lot Owner is also encouraged to obtain hazard coverage for their personal property, including all personal property stored in their Limited Common Areas.

Section 8.3 Insurer Obligation. An insurer that has issued an insurance policy for the insurance describe in this Article 8, or its authorized agent, shall issue certificates or memoranda of insurance to the Association and, upon request, to any Lot Owner or mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to any mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-know addresses, except that ten days notice is required for reason of non-payment of premium.

Section 8.4 *Repair and Replacement*. Any portion of the Common Areas for which insurance is required under the Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

Section 8.4.1 The common interest community created by the Declaration is terminated;

Section 8.4.2 Repair or replacement would be illegal under any state statute or regulation or local ordinance governing health or safety;

Section 8.4.3 There is a vote not to rebuild by (i) sixty seven percent (67%) of the Lot Owners entitled to vote.

The cost of repair or replacement of Common Areas in excess of insurance proceeds and reserves shall be a Common Expense. If all the Common Areas are not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas must be first used to restore the damaged area to a condition compatible with the remainder of the Community, and secondly distributed to all the Lot Owners or mortgagees, as their interests may appear in proportion to each Lot's Allocated Interests.

Section 8.5 Fidelity Insurance.

Section 8.5.1 If any Lot Owner or Board member or employee of the Association controls or disburses funds of the Community, the association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two months' current Annual Assessments, plus reserves, if any, as calculated from the current budget of the Association, plus the currant balance of the Transfer Assessment fund.

Section 8.5.2 Any Person engaged as an independent contractor by the Association for the purposes of managing the Community must obtain and maintain fidelity insurance in an amount reserved for the engagement of not less than the amount specified above unless the Association names such Person as an insured person in a contract of fidelity insurance.

Section 8.6 Other Insurance. The Association shall also maintain insurance, to the extent reasonably available, and in such amount as the Board may deem appropriate, on behalf of members of the Board against any liability asserted against a member of the Board or incurred by such member in their capacity or arising out of their status as a member of the Board. The Board may also obtain insurance against such other risks or a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

ARTICLE 9 MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 9.1 *The Association*. Every Lot shall be accorded one Membership to the Lot Owners. Membership shall be appurtenant to, and may not be separated from ownership of a Lot. *Ref.* §5.2.2.

Section 9.2 *Transfer of Membership*. A Lot Owner shall not transfer, pledge, or alienate such Lot Owner's membership in the Association in any way, except upon the sale, transfer, or encumbrance of such Lot and then only to the purchaser, transferee, or mortgagee of the Lot.

Section 9.3 *Membership.* The Association shall have one class of membership consisting of all Lot Owners, including the Declarant so long as Declarant continues to own an interest in a Lot. Except as otherwise provided in this Declaration or other Association Documents, each Lot Owner shall be entitled to vote on Association matters as a Member, in accordance with the Allocated Interests allocated to such Lot.

Section 9.4 *Multiple Owners of a Lot*. If title to any Lot shall be held by two or more Persons, then each such Person shall be a Member of the Association, provided however, that the voting rights of such Lot Owners shall not be divided, but shall be exercised as if the Lot Owner consisted of only one Person. A majority of said multiple Lot Owners shall designate in writingto

the Association one of the Lot Owners with respect to all matters relating to the Association, including voting (the **"Designated Member"**). In the event no Designated Member is designated by said multiple Lot Owners to the Association, the Board reserves the right to take action without the vote of the Lot, provided, however, that the provisions of this sub-section shall be subject to the requirements of §38-33.3.310 of the Act.

Section 9.5 *Books and Records*. Upon reasonable advance request by a Member or Lot mortgagee, the Association shall make available to the requester, during normal business hours or under other reasonable circumstances, the Association Documents and the books, records and financial statements of the Association. If requested, the Association will make hard or electronic copies of said documents for the requester and will transmit them via reasonable means including by mail or e-mail. The Association may charge a reasonable fee for copying such material and for preparation and presentation time. The foregoing notwithstanding, the provisions of this Section 9.5 shall comply with the provisions of §38-33.3-209.4 of the Act.

Section 9.6 *Manager*. The Association, through the Board, may employ or contract for services of a Manager or Managers to whom the Board may delegate certain powers, functions or duties of the Association, as may be more specifically provided by the Bylaws.

Section 9.7 Enforcement and Attorney's Fees. It is hereby declared to be the intention of the Association to enforce the provisions of the Association Documents by any and all means available to the Association at law or equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith as may be required from time-to-time. Failure by the Association to enforce compliance with any provisions of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. The foregoing notwithstanding, the provisions of this Section 9.7 shall comply with the provisions of §§ 38-33.3-123 and 124(2) of the Act.

Section 9.8 *Implied Rights and Obligations*. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and/or by the Nonprofit Act or as otherwise permitted by Colorado Law.

Section 9.9 Notice. Any notice to a Lot Owner of matters affecting the Community by the Association or by another Lot Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or by email if addressed to the Lot Owner's designated email of record in the Association's records, or on the third business day after deposit in the US mails for certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Lot, or as otherwise may be provided for in the Act.

ARTICLE 10 FORMATION OF THE BOARD AND POWERS OF THE ASSOCIATION

Section 10.1 *Formation of the Board*. Subject to the limitations contained in the Act, the Board shall initially consist of three members appointed by the Declarant. Then within sixty (60) Page 31 of 41

days of 25% of the Lots being first sold and closed to non-Declarant Lot Owners, said non-Declarant Lot Owners shall elect one Board member and the Declarant will appoint two Board members. Then within sixty (60) days of 75% of the Lots being first sold and closed to non-Declarant Lot Owners, the Board shall consist of five members, four of whom shall be elected and removed in accordance with the Articles and Bylaws of the Association, and one of whom shall be appointed by the Declarant. Then within (60) sixty days of 100% of the Lots being first sold and closed to non-Declarant Lot Owners, all five Board membersshall be elected and removed in accordance with the Articles and Bylaws of the Association.

Except with respect to Declarant-appointed Board members, the Lot Owners, by a vote of sixty-seven percent (67%) of all Allocated Interests represented or present and entitled to vote at any properly called meeting of the Lot Owners at which a quorum is present may remove any member of the Board with or without cause. Only the Declarant may remove a member of the Board appointed by the Declarant.

The Board shall appoint the officers of the Association.

Section 10.2 Association Powers. The Association shall be granted all powers necessary to govern, manage, maintain, repair, improve, administer and regulate the Community and to perform all of the duties required of it and to impose Assessments to carry out its obligations, including, withoutlimitation the obligation to preserve and maintain the value of the Property and the Community. In furtherance of the Association purposes, the Association, by the action of the members of the Board, unless otherwise provided in the Articles, Bylaws or herein shall have the full power bestowed byCRS §38-33.3-302 and to:

Section 10.2.1 Adopt and amend (i) the Bylaws regarding Association operational matters; and (ii) the Rules and Regulations, which Rules and Regulations shall address various matters to promote the quiet enjoyment, smooth operation and enhancement of the value of the Property and the Community (including, without limitation, architecture, maintenance, signage and collection of Assessments);

Section 10.2.2 Adopt and amend budgets for revenues, expenditures and reserves of the Association;

Section 10.2.3 Collect Assessments and fines from Lot Owners;

Section 10.2.4 Hire and discharge managers and other employees, agents, and independent contractors engaged in pursuing the goals of maintaining the value of the Property and Community;

Section 10.2.5 Negotiate and provide for reasonable compensation to be paid to any Member, manager, member of the Board, or officer while such Member, manager, member of the Board or officer is acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association;

Section 10.2.6 Instigate, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners, on matters affecting the Community or the Association;

Section 10.2.7 Make and enter into contracts and incur liabilities, both on behalf of the Association and any individual Lot Owners engaging the Association as an attorney-in-fact for such purposes;

Section 10.2.8 Regulate the use, maintenance, repair, replacement and modification of Common Areas;

Section 10.2.9 Cause additional improvement to be made as part of the Common Areas;

Section 10.2.10 Acquire, hold, encumber and convey in the name of the Association any right, title or interest in or to real or personal property, except that the Common Areas may be conveyed, or subjected to a security interest, only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.11 Grant easement for any period of time, including permanent easement, and grant leases, licenses and concessions through or over and upon the Common Areas;

Section 10.2.12 Impose and receive any payment, fee, charge or fine for services provided to Lot Owners and for the use, rental or operation of the Common Areas or Lots of the Declarant or the Association, respectively;

Section 10.2.13 All subject to the provisions of the Act in effect from time-to-time, impose charges for late payment of Assessments, access reasonable attorney fees and other costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and levy reasonable fines for violations of the Association Documents;

Section 10.2.14 Impose reasonable charges for the preparation and recordation of amendments to the Declaration and/or Plat and/or any Supplemental Declarations or Plats or statements of unpaid Assessments;

Section 10.2.15 Provide the necessary resources for the indemnification of the Association's officers and Board and maintain director's and officer's liability insurance;

Section 10.2.16 Assign its right to future income, including the right to receive Assessments, but only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.17 Exercise any other powers conferred by the Association Documents or the Act;

Section 10.2.18 Exercise all other powers that may be exercised in the state by legal entities of the same type as the Association;

Section 10.2.19 Provide and pay for internal bookkeeping, external accounting and filing requirements;

Section 10.2.20 Enforce any covenants, restrictions, and conditions affecting the Community;

Section 10.2.21 Borrow money and, upon the affirmative vote of sixty-seven percent (67%) of the Allocated Interests and, to mortgage, pledge, or hypothecate any or all of its Community property as security for money borrowed or debts incurred;

Section 10.2.22 Engage in all lawful activities which will actively foster, promote, and advance the common ownership interests of the Lot Owners;

Section 10.2.23 Establish the Vista Park Commons Architectural Review Committee and its rules, provided that the Board shall have the power to act as same until such time as the Board chooses to create such a committed in its own right.

Section 10.2.24 Accept title to the Common Areas from the Declarant subject to the easements created in Article 3.

Section 10.2.25 Exercise any other power necessary and proper for the governance and operation of the Association, to protect the Common Areas, and to preserve, maintain and enhance the value of the Community.

Section 10.3 *Certain Powers Subject to Approval*. Notwithstanding the above, but subject to the Declarant's rights and additional reserved rights set forth in Article 14 below, the Association shall not be empowered nor entitled to do any of the following without the consent of sixty-seven (67%) of the Allocated Interests:

Section 10.3.1 By act or omission, abandon or terminate the planned common interest regime created pursuant to this Declaration;

Section 10.3.2 Partition or subdivide any Lot;

Section 10.3.3 Combine two or more Lots into fewer Lots.

Section 10.3.4 Use the insurance proceeds for a loss to an improvement within the Page 34 of 41

Community for other than the repair, replacement, or reconstruction of such improvements; and,

Section 10.3.5 Change the Allocated Interests of any Lot for the purposes of (i) levying Assessments, (ii) distribution of hazard insurance proceeds or condemnation awards hereunder, or (iii) determination of the pro rata share of ownership each Lot has in the Common Areas.

Section 10.4 Association as Attorney-in-Fact. Each Lot Owner, by such Owner's acceptance of a deed or other conveyance of an interest in a Lot, does irrevocably constitute and appoint the Association and/or the Declarant with full power of substitution in the Lot Owner's place and stead to deal with such Lot Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Lot Owner and to take any other action which the Association of Declarant may consider necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association or Declarant, each Lot Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

ARTICLE 11 MECHANIC'S LIENS

Section 11.1 *No Joint Liability*. If any Lot Owner shall cause any material to be furnished to such Owner's Lot or any labor to be performed therein or thereon, no Lot Owner of any otherLot nor shall the Association under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work and materials shall be at the expense of the Lot Owner causing it to be done or delivered, and such Lot Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor or materials to such Owner's Lot.

Section 11.2 Indemnification. If, because of any act or omission of any Lot Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Areas or against any other Owner's Lot or a Lot Owner or the Association (whether or not suchlien or order is valid or enforceable as such), the Lot Owner whose act or omission forms the basis for such lien or order shall, at such Lot Owner's own cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Lot Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Lot Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney's fees resulting therefrom.

Section 11.3 *Limitation for Association Common Area Work*. Labor performed or material furnished for the Common Areas, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall entitle third parties performing such work to file liens pursuant to law against the Common Areas. However, no such liens shall be effected against anyindividual Lot or Lot

Owners and shall be limited exclusively to claims against the Common Areas.

ARTICLE 12 DAMAGE OR DESTRUCTION

Section 12.1 *The Role of the Board*. Except as provided in Section 10.3.4, in the event of damage to or destruction of all or part of any portion of the Common Areas, or other Community property covered by insurance written in the name of the Association under Article_, the Board shall arrange for and supervise the prompt repair and restoration of the damaged Community property.

Section 12.2 *Estimates of Damages or Destruction*. As soon as practicable after an event causing damage to or destruction of any part of the Community property, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction and/or of replacement. Such costs may also include professional fees.

Section 12.3 *Repair and Reconstruction or Replacement*. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction or replacement of the damaged or destroyed Community property. As attorney-in-fact for the Lot Owners, the Association may take any and all necessary or reasonable steps or actions to effect repair and reconstruction or replacement, and no consent or other action by any Lot Ownershall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction or replacement.

Section 12.4 Funds for Repair and Reconstruction or Replacement. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction or replacement for the benefit of the Lot Owners and mortgagees. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, reconstruction, or replacement, the Association may pay the difference from excess reserves, if any, and/or, pursuant to Section 6.6, levy, assess and collect in advance from the Lot Owners (without the necessity of a vote of the Lot Owners), a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, reconstruction, or replacement.

ARTICLE 13 CONDEMNATION

Section 13.1 *Rights of Lot Owners*. Whenever all or any part of the Common Areasshall be taken by any authority having power of condemnation or eminent domain, or whenever all or any part of the Common Areas is conveyed in lieu of a taking under threat of condemnation by the Board acting as attorney-in-fact for all Lot Owners under instructions from any authority having the power of condemnation or eminent domain, each Lot Owner shall be entitled to reasonable notice of the taking or conveying, subject to the limitation contained in Section 9.9. The Association shall act as attorney-in-fact for all Lot Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

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Section 13.2 Partial Condemnation; Distribution of Award; Reconstruction. If any portion of the Common Areas should ever be acquired by eminent domain, the award must be paid to the Association. To the extent that any individual Lot Owner's interest in the Limited Common Areas is permanently impaired by the eminent domain acquisition, the Board shall attribute andpay a fairly portioned amount of the award to said Lot Owner(s), after which said Lot Owner's interest in the effected Limited Common Areas will fully or proportionately extinguished.

Section 13.3 *Complete Condemnation*. If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, provided that the approval is first obtained by fifty-one percent (51%) of the Lot Owners.

ARTICLE 14 RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 14.1 *Reserved Rights*. Declarant reserves the right for itself and any Successor Declarant at any time and from time-to-time to: (i) maintain and relocate sales/leasing offices, management offices, signs advertising the Community and models, of any size, within one or more Lotsor the common building; (ii) maintain on the Community temporary construction facilities and construction materials, staging yards and other facilities reasonably required during the constructionand sale/leasing period of the Lots by Declarant and/or Successor Declarant; and (iii) alter the size and relocate the boundaries of Lots (including, without limitation, executing and delivering all necessary amendments to any Association Documents) so long as Declarant or Successor Declarantcontinue to be an Owner of any such Lots. During the period of time set forth in Section 10.1, Declarant, acting alone, reserves to itself the right power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and the Declaration.

Section 14.2 *Lot Owner Notice and Acceptance*. Each Lot Owner takes title to the Lotwith the understanding and recognition that the Community construction will occur in phases, with the Lots and the Common Areas to be developed, constructed, and completed over time. In addition, together with vesting of title in and to a Lot, each Lot Owner shall be deemed to understand, acknowledge, and accept the phased construction contemplated for the Community and the further fact that ongoing alterations, renovations and maintenance to Lots and/or Common Areas are anticipated to occur from time-to-time. As a result, certain inconvenience (including, without limitation, odors, dust, noise, traffic disruption, temporary closure of roadways and parking facilities and unsightliness) are understood and accepted by all Lot Owners as potentially occurring until the construction of the Community, and/or renovation of any portion thereof, have been completed. Notwithstanding the foregoing, the Board shall bear the responsibility to strive to ensure that, as much as reasonably possible, the party or parties undertaking any such construction and/or renovation work do so in a manner designed to mitigate as many of the associated impacts on the Community, Lots, and Lot Owners, and to the greatest extent, reasonably possible.

ARTICLE 15

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DESIGN REVIEW; CONSTRUCTION

Section 15.1 Design Review. No part or appurtenance of or to any Lot visible outside the Residence (e.g., windows, doors, awnings, etc.) shall be added or altered in appearance or color or modified without approval by (i) the Board or (ii) the Architectural Review Committee governingthe Community and established by the Board, if any, in their sole discretion, and by the Master Architectural Review Committee. In addition, no alteration or additions to the Common Areas shall be made unless first approved in writing by the same. All modifications approved under this section shall reasonably conform to and harmonize with existing surroundings and structures.

Section 15.2 *Construction by Lot Owners*. Construction performed on any Lot must be performed in a good and workmanlike manner and in accordance with this Declaration and the Rules and Regulations.

Section 15.3 Declarant Not Subject to Design Review. This Article 15 shall not apply to the Declarant or to any construction activities undertaken anywhere upon or within the Property by Declarant or Declarant's agents, contractors, employees, successors or assigns.

ARTICLE 16 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Lots. To the extent permitted under Colorado law and applicable, necessary, or proper, the provisions of this Article 16 apply to the Association Documents, as adopted by the Association and in effect from time-to-time.

Section 16.1 Distribution of Insurance or Condemnation Proceeds. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Lots for losses to, or taking of, all or part of the Common Areas, neither the Lot Owner nor any other Person shalltake priority in receiving the distribution over the right of any mortgagee who is a beneficiary of afirst mortgage against the Lot, unless distribution to the Lot Owner or other Person is in accord with the deed of trust.

Section 16.2 *Notice of Action*. Any first mortgagee or any agency which holds, insures or guarantees a first mortgage on a Lot, upon written request to the Association (which request shall include the agency's name and address and the Lot number to be valid), will be entitle to timely written notice of:

Section 16.2.1 Any proposed amendment of the Association Documents effecting a change in (i) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (ii) the interest in the Common Areas appurtenant to the Lot or the Common Expense Liability relating thereto; (iii) the number of votes in the Association relating to any Lot; or (iv) the purposes to which any Lot or the Common Areas are restricted or any Page 38 of 41 amendment set forth in Section 17.2 below;

Section 16.2.2 Any proposed termination of the Community created pursuant to this Declaration;

Section 16.2.3 Any condemnation loss or casualty loss which affects a material portion of the Community or which affects any Lot on which the first mortgage is held;

Section 16.2.4 Any delinquency in the payment of Assessments owed by a Lot Owner subject to the mortgage where such delinquency has continued for a period of sixty (60) days; and

Section 16.2.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article 8.

Section 16.3 No Further Rights. Nothing contained in this Article 16, or otherwise set forth in this Declaration or other Association Documents, shall be construed or deemed to grant any first mortgagee or other parties, other than Lot Owners holding mortgage or other interests in or to any Lots, any rights of consent, approval or veto with respect to any actions by or on behalf of the Lot Owners, the Board or the Association, whether with respect to the Community, or any Lot, or otherwise.

ARTICLE 17 DURATION OF COVENANTS AND AMENDMENT

Section 17.1 *Term.* The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act and herein set forth.

Section 17.2 Amendment. This Declaration, or any provision of it, may be amended at any time by the vote of Lot Owners holding not less than sixty-seven percent (67%) of the Allocated Interests at a meeting of the Association called for that purpose. Any amendment must be executed by the President of the Association and recorded with the Clerk and Recorder. Approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval by a sufficient number of Lot Owners and/or Allocated Interests of the amendment. Notwithstanding the foregoing, Declarant, during the period of time set forth in Section 10.1 herein, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and the Declaration.

Section 17.3 *Revocation*. This Declaration shall not be revoked nor shall the planned common interest regime created hereby be terminated (except as provided in Article 12 regarding total destruction and Article 13 regarding total condemnation), without (io) the consent of Lot Owners representing at least sixty-seven percent (67%) of the Allocated Interests, as evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 18 PROHIBITION AGAINST TIMESHARING

No Lot Owner shall offer or sell any interest in such Lot under a "timesharing" or "interval ownership" plan, or any similar plan.

ARTICLE 19 GENERAL PROVISIONS

Section 19.1 *Restriction on Declarant Power*. Notwithstanding anything to the contrary contained herein, no rights or powers reserved to the Declarant hereunder shall exceed the time limitations or permissible extent of such rights and powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole, but shall be adjusted as is necessary to comply with the Act (but to the most limited extent possible).

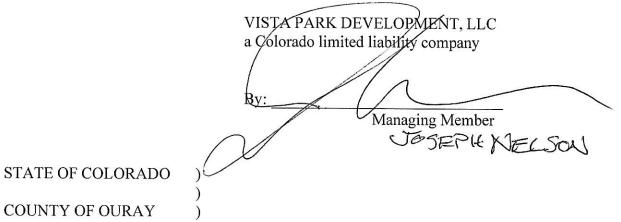
Section 19.2 *Severability*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 19.3 Alternative Dispute Resolution. Prior to commencement of any legal proceeding, any controversy between the Association and a Lot Owner not involving eminent threats to the peace, health or safety of the Community or of any Lot Owners, Common Areas, or Lots, may be unilaterally submitted to mediation by either party and said mediation shall be completed in good faith before any opposing party may commence the legal proceeding. The statute of limitations will be tolled during the period of mediation. Any mediation agreement entered into as a result of such mediation may be presented to the court of competent jurisdiction as a stipulation. If a party subsequently violates a court-entered stipulation, the other party may apply immediately to the court for relief.

Section 19.4 *Conflicts Between Documents*. In case of conflict between this Declaration and the Articles and/or Bylaws of the Association, this Declaration shall control. In the case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

IN WITNESS WHEREOF, Declarant has duly adopted, executed and delivered this Declaration, effective this $\underline{\mathcal{H}}$ day of $\underline{\mathcal{H}}$ day of $\underline{\mathcal{H}}$. 2022.

DECLARANT:



The foregoing instrument was acknowledged before me this $26^{\frac{\ell}{d}}$ day of <u>April</u>, 2022, by <u>Joseph Nelson</u>, as Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

na. L. Kin Notary Public

SELEENA L. KING NOTARY PUBLIC STATE OF COLORADO NOTARY ID #20014027982 My Commission Expires April 11, 2026

Replat of Lots 30-34, Ridgway Land Company Subdivision Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Rang Town of Ridgway, County of Ouray, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: Vista Park Development, LLC, a Colorado limited liability company ("Owner"), being the owner of the land described as follows:

Lots 30-34 of the Final Plat Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of VISTA PARK COMMONS - P.U.D., and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements and drainage easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 202___, Vista Park Development, LLC, a Colorado limited liability company.

Printed Name: Jack B. Young

Title: Managing Member

STATE OF COLORADO

COUNTY OF

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of ____ _, 202__, by Jack B. Young as the Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

Witness my hand and official seal,

My commission expires: _____

Notes:

Notary Public

1. This subdivision will be governed by Vista Park Commons HOA as set forth in the Declaration recorded at Reception No. 231935 on April 26, 2022 at the Ouray County Clerk and Recorder, and the Lots/Units are subject to assessments by the HOA, including, but not limited to, a Transfer Assessment as a fee for the transfer of a Lot/Unit to a new owner(s) assessable as a closing cost at the time of the transfer in the amount of one percent (1%) of the sale price of the Lot/Unit.

2. The Limited Common Element areas designated hereon are for parking or for storage, as described or shown on this

3. The maximum number of dwelling units allowed is 23 for which the applicable excise tax has been paid.

4. Short-term rentals, as defined in the Town regulations, are prohibited in all Units.

5. Deed Restricted Units

a. The Owner has agreed to provide deed restricted housing in connection with the development of this project. The Owner hereby restricts Lots 8 and 22 (hereinafter the "Deed Restricted Property"), which are deed restricted in accordance with the terms of this Plat Note 5, and shall run with the land for a period of 50 years, with a first right of refusal for the Town, or a nonprofit or private developer to purchase the property before they are sold on the open market. The Town is granted and conveyed the right to enforce compliance with these restrictions applicable to the Deed Restricted Properties.

b. Any instrument of conveyance shall clearly indicate that the property is deed restricted and reference this plat map and applicable plat notes, as amended from time to time, and shall be in a form approved by the Town.

c. On the day of application, the prospective owner(s) of a Deed Restricted Property shall maintain their sole residence and abode in Ouray County, Colorado, or provide written intent of their desire and intent to do so within 30 days of purchasing the unit. Proof of this must be presented to the Town in advance of any transfer of a Deed Restricted Property, including the original property transfer and all subsequent resale and transfer of property.

d. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority (more than 51 percent) of their income in Ouray County or from an employer based in Ouray County. This includes at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County, Proof of this must be presented to the Town in advance of any transfer of the property, Proof shall include written documentation verifying employment within Ouray County.

e. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 80% or less of the Area Median Income (AMI) as determined by the United States Department of Housing and Urban Development (HUD) for Ouray County, as adjusted annually. Proof of this, must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax return, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

f. Any Applicant who currently owns a residence in Ridgway or Ouray County does not qualify to purchase one of these Deed Restricted Properties.

g. There shall be an initial maximum sales price on every Deed Restricted Property in which a unit is built by Owner or another developer. The initial maximum sales price of a housing unit on the lots burdened by these covenants shall be equal to the cost of acquiring and developing the property and building the housing units, plus 10% profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an 80% AMI household for Ouray County, the Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Owner to achieve less than a 3% profit. Prior to any transfer of the Deed Restricted Property, evidence of the Owner's cost shall be submitted to the Town Manager, or their designee, who shall review the Owner's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Owner's cost must be approved by the Town Manager, or their designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this section be read to require the Owner to achieve less that a 3% profit in connection with the sale of Deed Restricted Property. The Town Manager, based on the review of Owner's cost, may deviate from the 80% AMI restriction if the cost plus 3% profit exceeds affordability for 80% or less income level.

h. This plat note and deed restrictions shall survive any foreclosure on Lots 8 and 22.

i. Resale Cap.

1. The maximum resale price of these Deed Restricted Properties is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and approval of the Town of Ridgway Town Manager, or their designee, for the sole purpose of ensuring the resale price is in compliance with this plat note and plat restrictions.

2. If an owner of a Deed Restricted Property makes any capital improvements requiring a building permit to the property during their term of ownership, the cost of those capital improvements, as indicated on the building permit, may be added to the gross purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written approval of the Town.

j. The seller of the Deed Restricted Property is responsible for ensuring compliance with these plat restrictions and agrees to consult with the Town of Ridgway Town Manager, or their designee, regarding any potentially qualified buyer(s) and the maximum sale and resale price under these plat restrictions and requirements.

k. The Deed Restricted Properties shall be, and remain, owner occupied. The Deed Restricted Properties shall be and remain, the only housing unit that the owner owns while they reside in the unit. Long-term and short-term rental of these units is prohibited.

I. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these Deed Restricted Properties. m. The Town waives all "plan check fees" and building permit fees charged by the Town on these Deed Restricted

Properties

n. A Deed Restricted Property owner, subject to the above stated covenants, may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met:

1. There are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners' of units burdened by these regulations; and

The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission.

o. Owner agrees to construct at least one of the dwelling units on these Deed Restricted Properties in the Phase 1 of the development plan and the 2nd unit in phase 2 of the development plan.

Properties

6. This subdivision and Plat are further subject to a Ridgway Land Co. Subdivision Plat found at Reception #147701, Ouray County, and filed on October 9, 1990, and to Ridgway Land Co. Declarations found at Reception #147105, Ouray County on July 24, 1990. Prior easements from this Plat are shown hereon.

7. Outdoor Lighting: All outdoor lighting will conform with Ridgway Municipal Code 6-5 "Outdoor Lighting Regulations", as may be amended.

8. The Townhome Units. Lots 8-9, 22-23 (the 2 Townhome Units) have shared elements, such as exterior walls, roof, and foundation. The Townhome Units will not share a interior common wall, but will be built with an interstitial space between.

a. Responsibility for maintenance of the shared elements of each Townhome shall be the Joint and Several liability of the Units Owners of the Townhomes.

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

9. The Owners of Lots 1 to 23 shall be jointly and severally liable for the maintenance of all General Common Elements within Tract "A" Common Area, including, but not limited to the following:

> The Common Building The parking lot and access driveway The pathways The storage units Outdoor lighting in Common Elements The fences located in Common Elements Landscaping and weed control in the Common Elements Operation and maintenance of the irrigation system Greenbelt, as per prior agreements, plat maps and covenants Operation and maintenance of the storm water system, including area between units, French drains, retaining walls, pond, etc. Removal & Replacement of any physical features: Path Lighting, Sidewalks, Landscape and Fencing, if the Town of Ridgway or other providers need access through easements for maintenance or repairs to their infrastructure located within

As between the HOA and Unit Owners, these duties shall be as set forth in the Declarations. This provision shall run with the land in the Vista Park Commons subdivision, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.

In the event that said maintenance, removal & replacement are not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. In the event of removal & replacement of physical features needed for the Town to access Town infrastructure, such removal shall occur in the time frame provided by the Town for the maintenance or repair. If the removal is not completed in the time frame provided by the Town, the Town assumes no responsibility or liability for any damage caused to the physical features and related subsurface improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

10. Drainage Easements - Non-public Easement - The drainage easement(s) shown hereon shall be maintained by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water, including but not limited to the planting or encroachment of trees and shrubs and other impeding vegetation, so as not to impede the free flow of water or cause erosion in any way. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the drainage system.

11. Irrigation System - An irrigation system will be built for the area designated as the General Common Element. Said irrigation system shall be owned and maintained by the HOA and shall not be impeded or altered in any way so as to impact the delivery of water, unless otherwise determined by the HOA according the Declaration and the HOA Bylaws. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation system, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to the HOA, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the Irrigation System.

12. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 25, 2017, Lambert and Associates of Montrose and Grand Junction, Colorado issued a Geotechnical Engineering Study discussing soil characteristics in the "Ridgway Village Housing Development" now known as "Vista Park Commons," which all owners, contractors and engineers are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils and groundwater conditions present in this subdivision.

Space Tract.

6987.73.

15. Units Statement: The Linear Unit used on this plat is U.S. Survey Feet.

16. All construction will conform with Ridgway Municipal Code. 17. All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the Vista Park Commons - P.U.D.. Where there is conflict between the provisions of the Ridgway Municipal Code and the provisions of this P.U.D., this P.U.D. shall prevail.

NOTICE:

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

Vista Park Commons - P.U.D.

2. The spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver.

p. Developer agrees to perpetually discount any Owner Association fee by 50% for the Deed Restricted

13. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot, Common Element or Common

14. Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73' 1928" elevation

ATTORNEYS CERTIFICATE:

I, J. David Reed, an attorney at law duly licensed to practice before the courts of record of Color certify that I have examined the Title Commitment Order Number ______ effective as and according to that title commitment, of all la .M. issued by and that title to such land is in the dedicator(s) and owners, and that based upon my review of sa commitment, the property dedicated hereon has been dedicated free and clear of all liens and e except as follows:

day of

J. David Reed, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ ___, 202___.

Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____

John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ _, 202__.

Bo Nerlin, Town of Ridgway Town Attorney

ENGINEERS CERTIFICATE:

I, Brad McMillon, a Registered Professional Engineer in the State of Colorado, do certify that the gutters, and sidewalks, sanitary sewer system, water distribution system, fire protection system, system for this subdivision are properly designed, meet the Town of Ridgway specifications, and serve the subdivision shown hereon. day of , 202 Dated this

Brad McMillion

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvement installed, available, and adequate to serve each lot in the Vista Park Commons - P.U.D.. Dated this _____day of _____

Preston Neill, Town of Ridgway Town Manager

SURVEYOR'S CERTIFICATE

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify t prepared under my direct supervision and that said survey is true and accurate to the best of my conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgw that all required monuments have been set as shown.

Peter C. Sauer, PLS 38135

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdiv unpaid state, county municipal or local taxes or special assessments due and pavable. Dated this _____, 202__,

Jill Mihelich, Ouray County Treasurer

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeare Darnell know by official government-issued photograph identification to be the affiant herein, who following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County record Reception No. 230809, hereby joins in this subdivision, any applicable subdivision improvement agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder:_____

Name: Carl Darnell

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeare Rajca know by official government-issued photograph identification to be the affiant herein, who following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County record Reception No. 228531, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: ______

Name: Jack Rajca

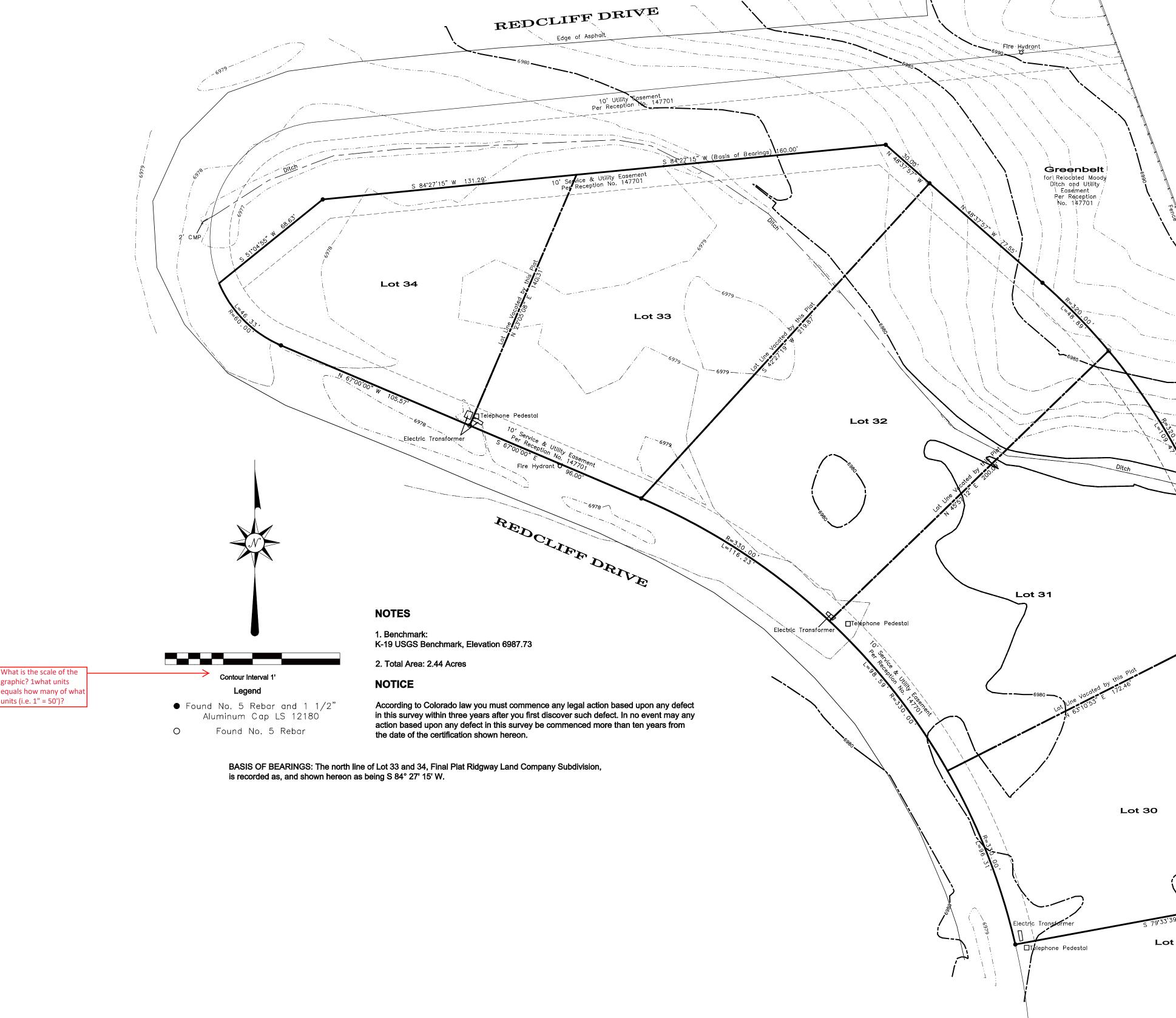
Before a Notary Public, duly qualified and acting in and for said town, county and state. appeare Erchen know by official government-issued photograph identification to be the affiant herein, who following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County record Reception No. 230842, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder:_____

Name: Joan M. Erchen

	Vicinity Map (Not to Scale)	
rado, do hereby of and herein platted said title encumbrances,	Project Location	
, 202		
	PAGE INDEX:	
day of	Page 1Certificates and NotesPage 2Certificates, Notes, Lot Line Vacation and Topographic InformationPage 3 and 4Units Boundary and Easements, Building Setbacks, Parking Areaand Storage Areas	
e streets, curbs, , and storm drainage d are adequate to	Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared know by official government-issued photograph identification to be the affiant herein, who stated the following under oath: The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231787, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon. Lien Holder:	
nts and utilities are	Title:	
	agreement, and the declaration of easements, property and streets as shown hereon.	
y knowledge,	agreement, and the declaration of easements, property and streets as shown hereon. Lien Holder: Name: Doreen Larisch Barefoot Title: Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared know by official government-issued photograph identification to be the affiant herein, who stated the following under oath: The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at	
y knowledge, /ay regulations, and	agreement, and the declaration of easements, property and streets as shown hereon.	
y knowledge, vay regulations, and vision or any part thereof for ed Carl to stated the ds at	agreement, and the declaration of easements, property and streets as shown hereon.	
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that this plat was y knowledge, vay regulations, and vision or any part thereof for ed Carl to stated the ds at ts ed Jack o stated the ds at ts	agreement, and the declaration of easements, property and streets as shown hereon. Lien Holder:	вү

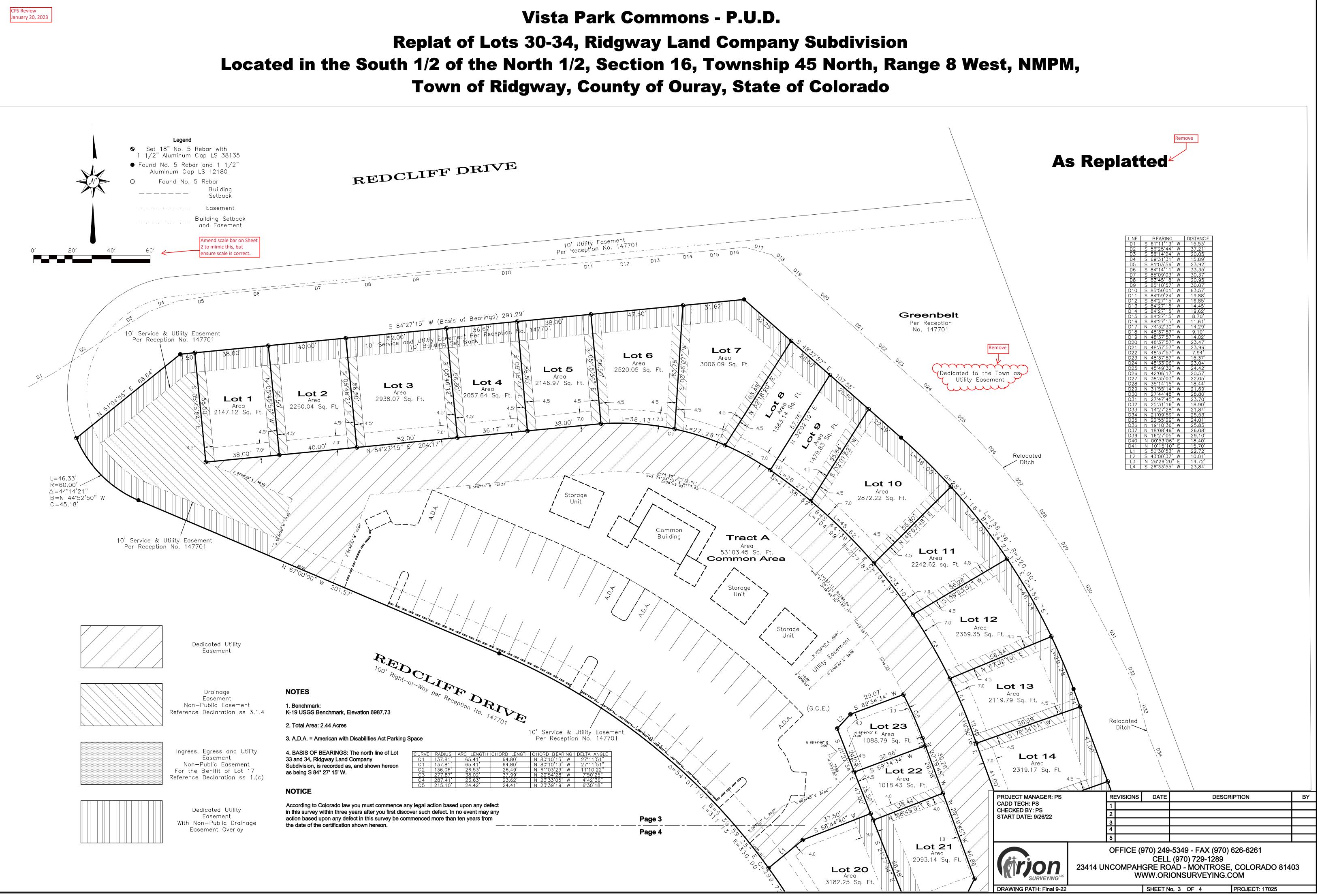


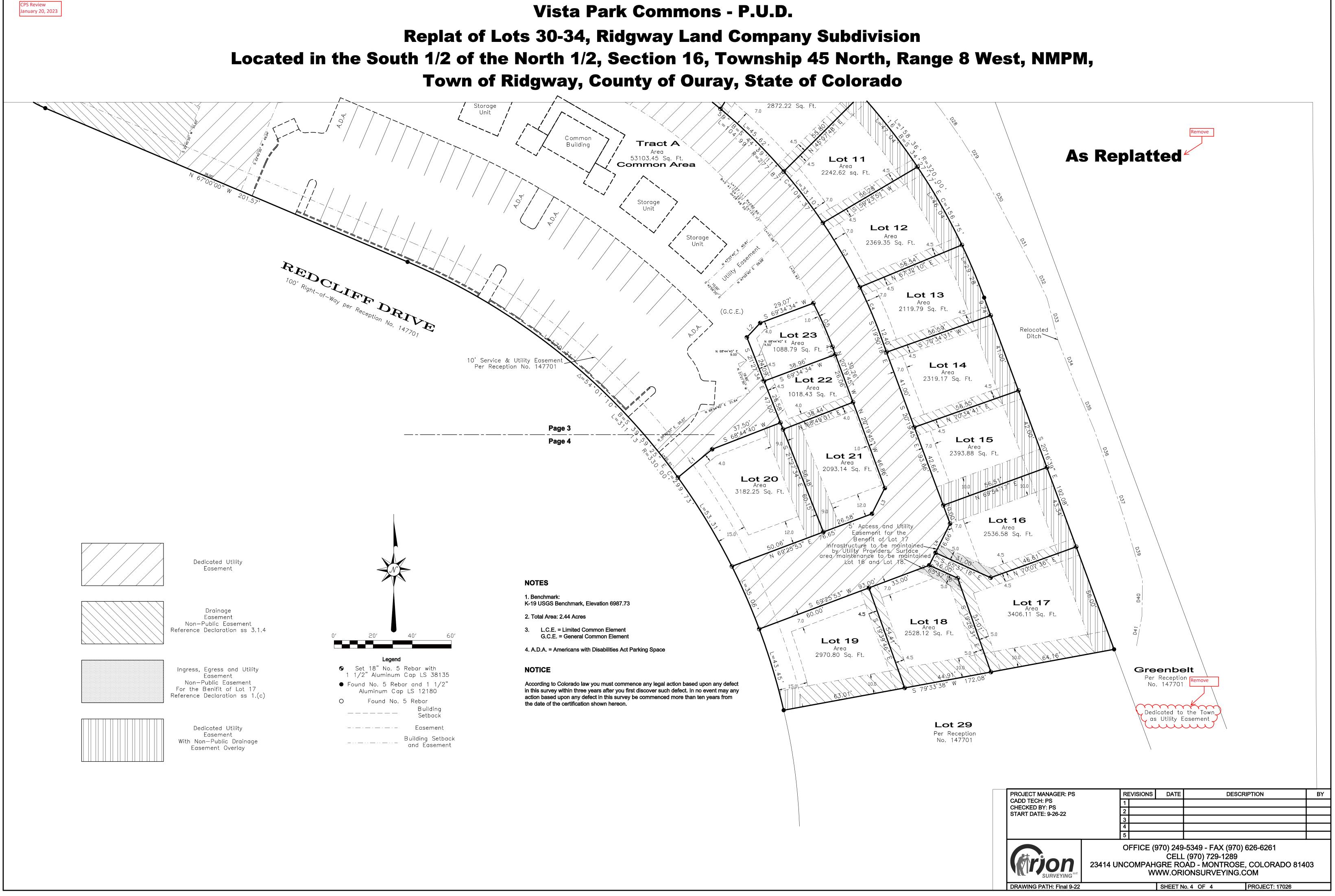
Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado Lot Line Vacation and Topographic Information

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Greenbelt for Relovated Moody Ditch and Utility			
for Relocated Moody Ditch and Utility Easement Per Reception No. 147701			
10. Service & Unility Eogenment			
X 20:16:39 W W			
W 172.08'			
W 172.08 6980			
PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONSDATE1234	DESCRIPTION	BY
	CELL (97 23414 UNCOMPAHGRE ROAD	49 - FAX (970) 626-6261 70) 729-1289 - MONTROSE, COLORADO SURVEYING.COM	81403

DRAWING PATH: Preliminary Plat 9-19 SHEET No. 2 OF 4 **PROJECT: 17025**



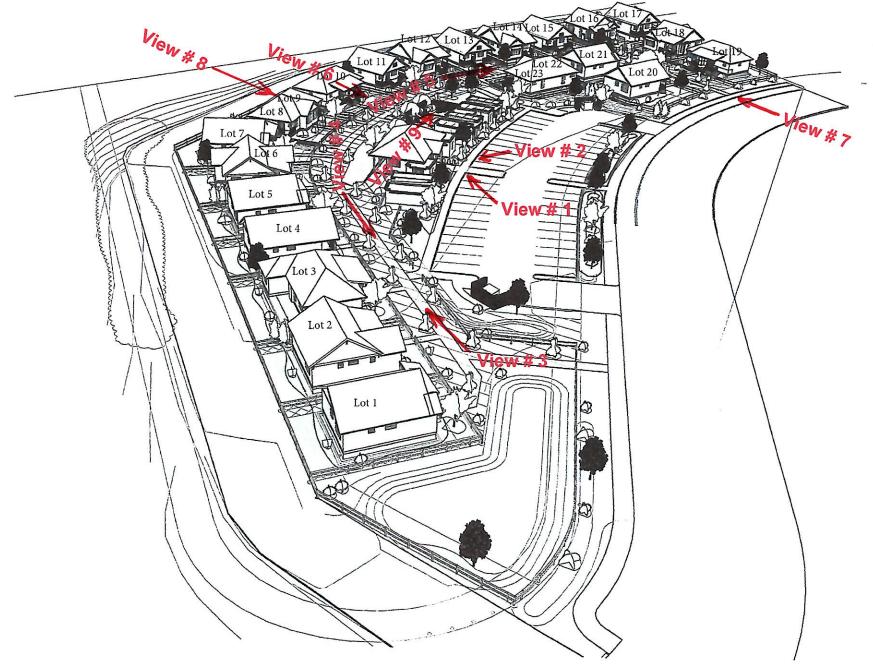


<u>Vista Park Commons –</u> <u>Architectural Design Update (12–01–22)</u>

1) 10 Pages - 3D Site Plan with 3D Elevation Views
 2) 3 Pages – Plat Map Showing Lots
 3) 47 Pages – House Plans with Elevations & Dimensions for all 23 Lots
 4) 1 Page - Common Building – Plans with Elevations & Dimensions

3D Site Plan Views with 3D Elevation Views

Vista Park Commons - Ariel Site View w - Viewing Site Locations



View Looking from North to South

Vista Park Commons - 23 Single Family Homes - Ridgway, Colorado



Common Building and Storage Units - View #1



Common Building and Storage Units - View #2



Neighborhood View #3



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Neighborhood View #4



Neighborhood View # 5



Neighborhood View # 6



Neighborhood View # 7

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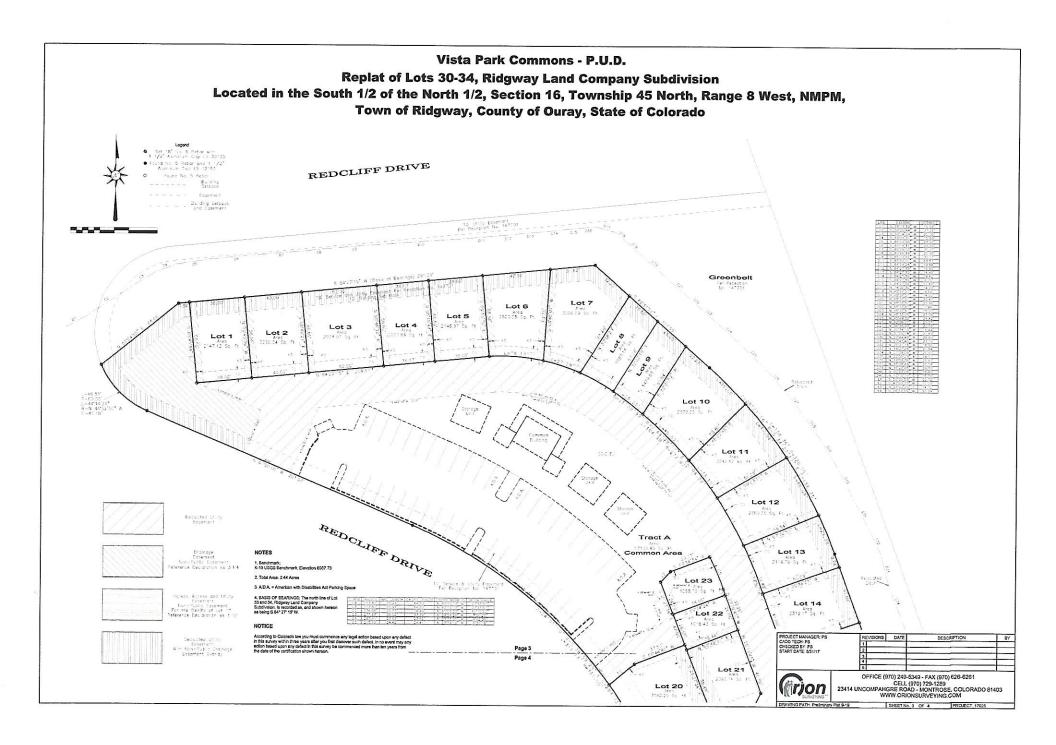


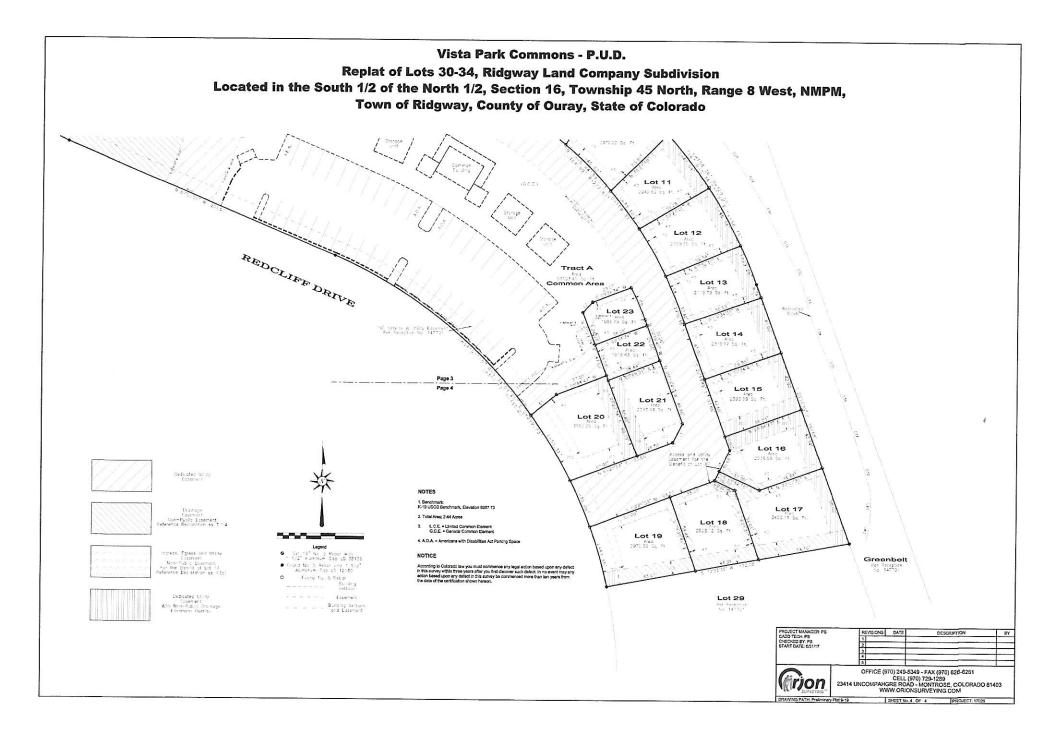
Neighborhood View # 8



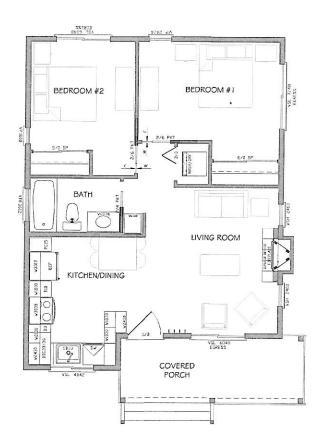
Neighborhood View # 9

Site Plan with Lot #'s





House Plan's with Plan Dimensions per Lot

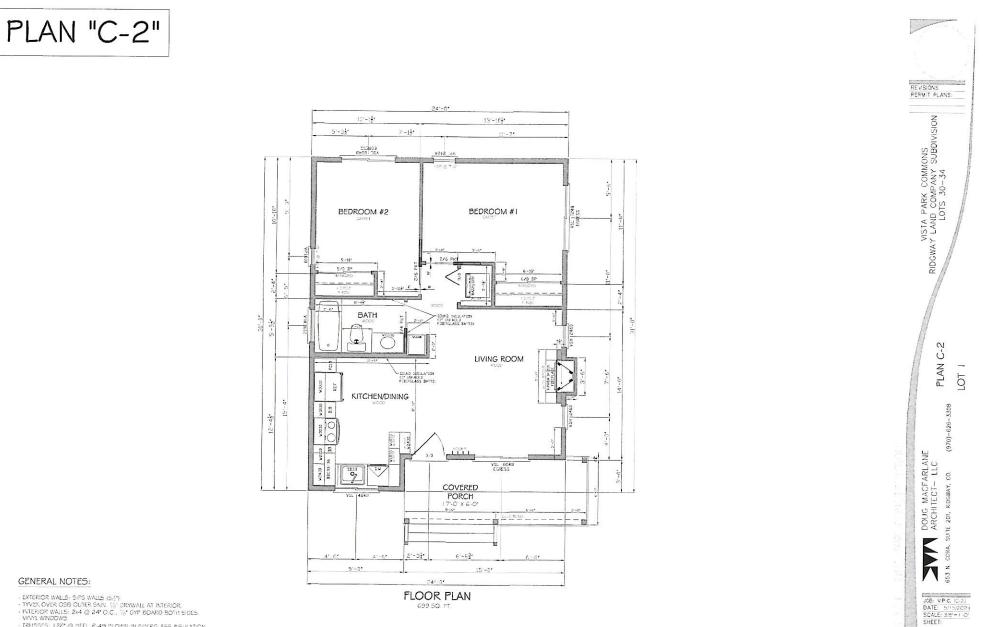


PLAN "C-2" 2 Bedroom / 1 Bath 699 sq. ft.



JOB: V.P.C. (C DATE: 5// 5/2 SCALE: 3/8'= SHEET:

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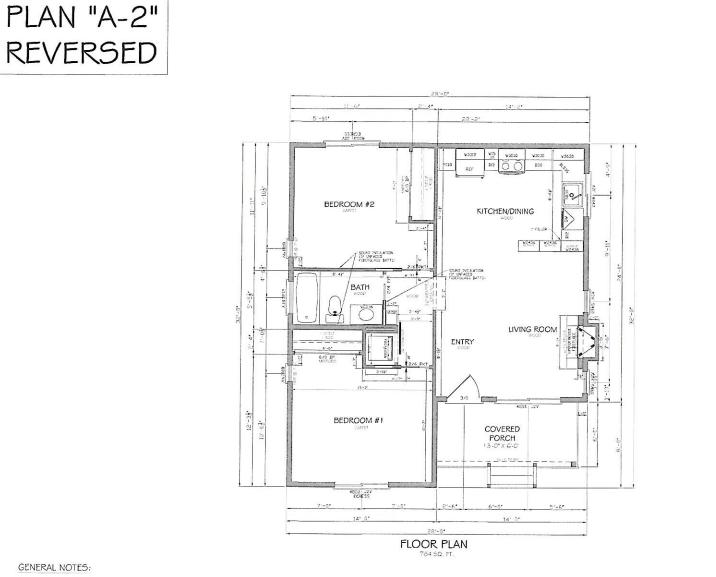
- EXTERIOR WALLS: SIPS WALLS (5/2) - TYVER OVER OSB OLTER SKN, 12° DRYWALL AT INTERIOR - INTERIOR WALLS: 2x4 @ 24° O.C., 12° GYP BOARD BOTH SIDES. - VINTI MNDOWS

VINTLWINDOWS
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PLAN "A-2" REVERSED 2 Bedroom / 1 Bath 784 sq. ft.





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REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN A-2 2 LOT 3308

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201, RIDGWAY, CO.

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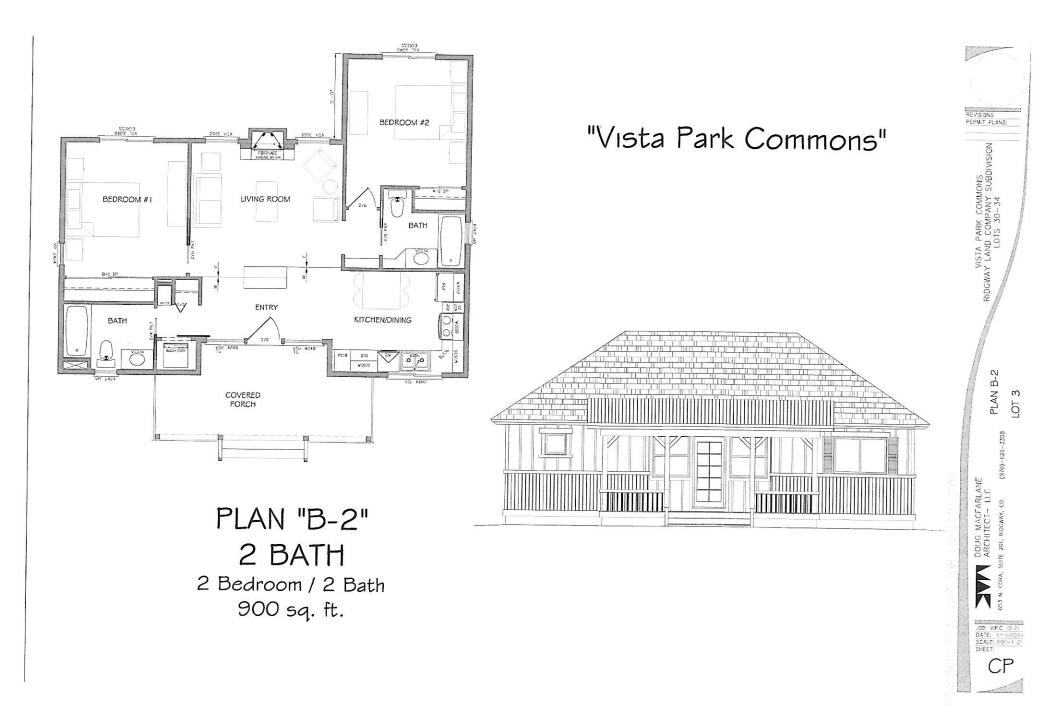
653 N.

JOB: V.P.C. (A-2) DATE: 5/15/2021 SCALE: 3/6'=1-0' SHEET:

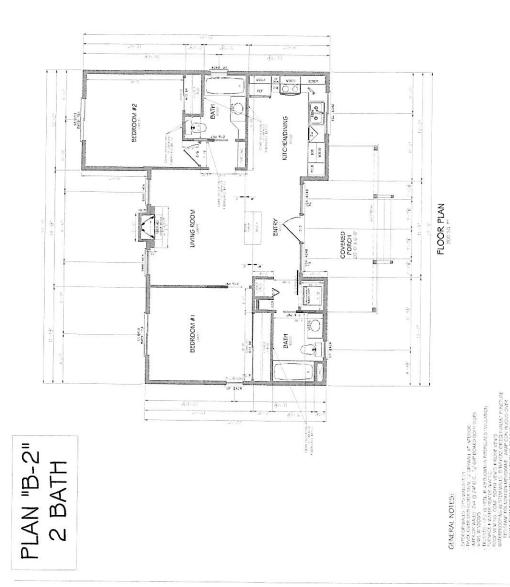
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DOUG MACFARLANE ARCHITECT- LLC

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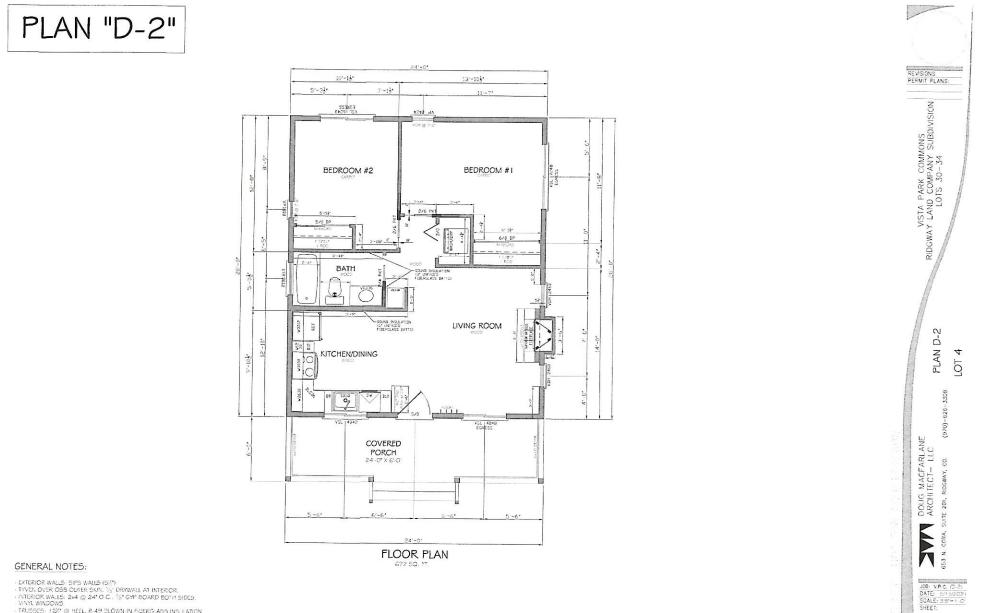






PLAN "D-2" 2 Bedroom / 1 Bath 672 sq. ft.





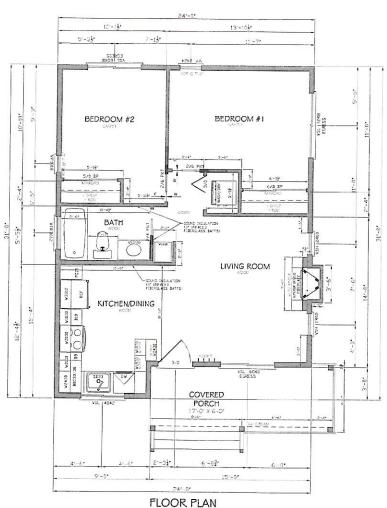
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PLAN "C-2" 2 Bedroom / 1 Bath 699 sq. ft.



VARE VER (C2) VARE VER (C2) DATE ANY 7021 SCALE 2015-10 SHEET:



REVISIONS PERMIT PLANS:

VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

PLAN C-2

3308

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201, RIDGWAY, CO.

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353 N.

JOB: V.P.C. (C-2) DATE: 5/15/2021 SCALE: 3/8'=1-0' SHEET:

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DOUG MACFARLANE ARCHITECT- LLC

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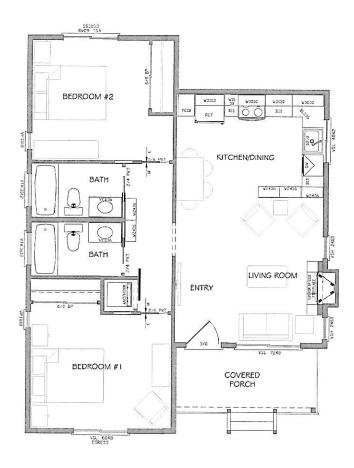
LOT



GENERAL NOTES:

PLAN "C-2"

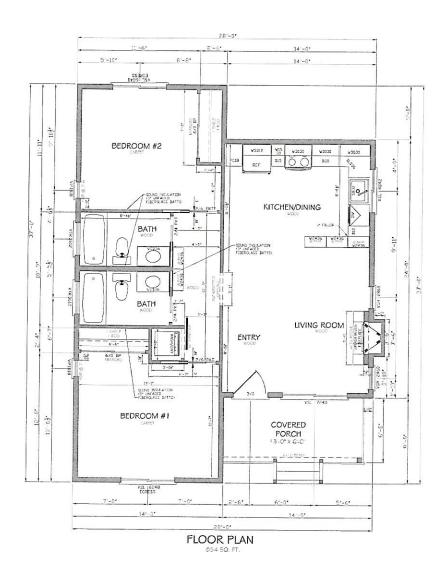
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PLAN "A-2" 2 BATH REVERSED 2 Bedroom / 1 Bath 854 sq. ft.







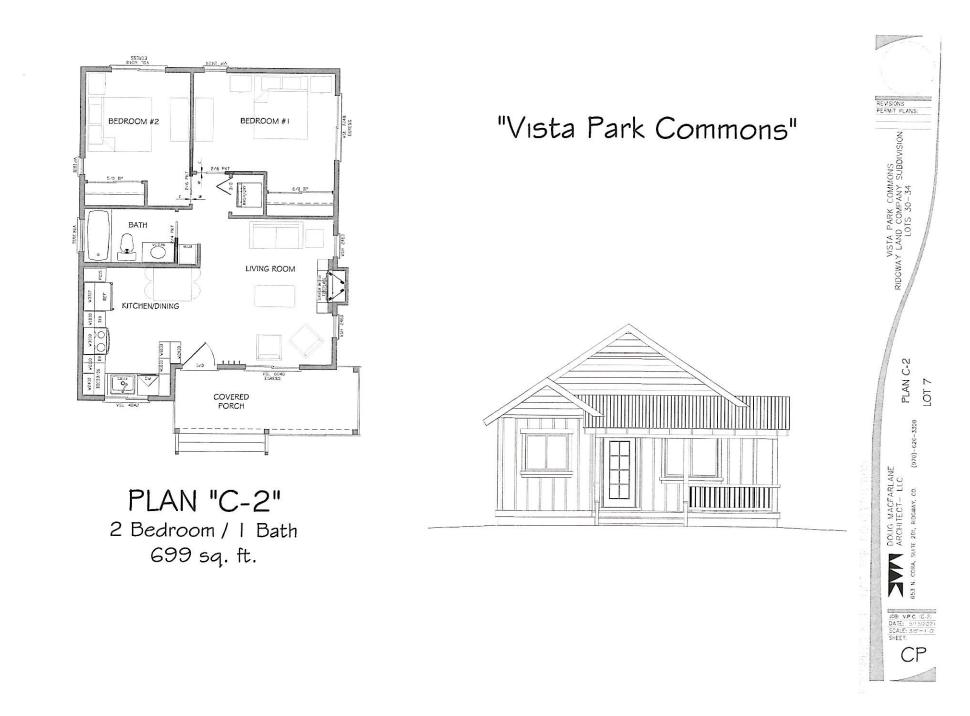
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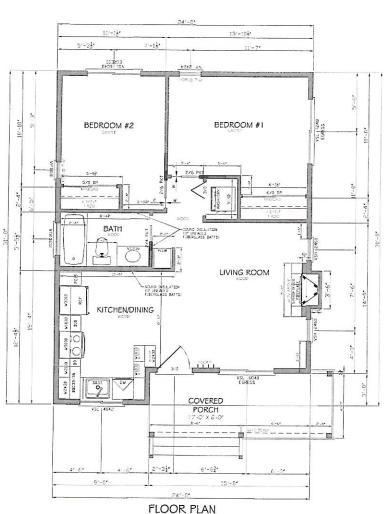
REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN A-2 LOT 6 (6) DOUG MACFARLANE ARCHITECT- LLC 00 RIDC 201. Ш CORA.

53 N.

JOB: V.P.C. (A-2) DATE: 5/15/2021 SCALE: 3/8'=1-0' SHEET:

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699 SQ. FT.

GENERAL NOTES:

PLAN "C-2"

EXTERIOR WALLS: SIPS WALLS (5/2) TYDER, OVER OSB OLTER SAN, ⁵/₂ ORTWALL AT INTERIOR, INTERIOR WALLS: 24 @ 24 O C, ⁵/₈ OYP BOARD BOTH SIDES, WAYL WINDOWS TRUSSED: 12/2 @ HELL, R-49 SLOMM IN FIBERGLASS INSULATION FURDACE WATER ITATE IN ATTIC FURDACE WATER ITATE IN A SLORE VENS ROOF VENTS - TO A STATUS A RIDGE VENS - WATERFROOTING © STEM WALLS: BITUTHENE OR EQUIVALENT PLINCTURE RESISTANT FOUNDATION MEMORIANE WARP CONTINUOUS OVER RESISTANT FOUNDATION MEMORIANE WARP CONTINUOUS OVER FOAM, FROM TOP OF STEMWALL TO BASE OF FOOTING

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN C-2 2 LOT

> > 3308

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RIDGWAY, CO.

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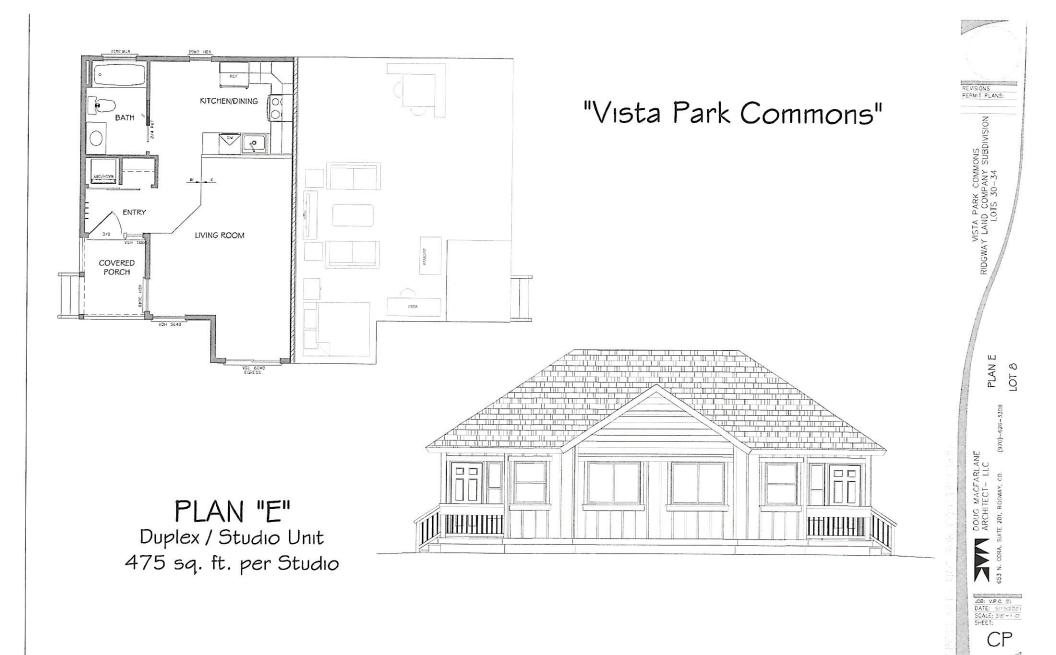
653 N.

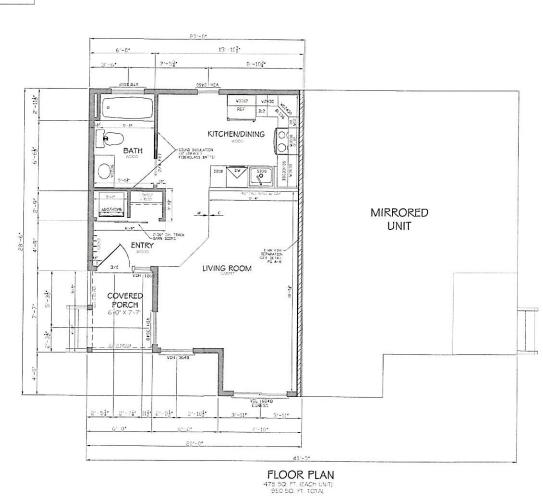
J08: V.P.C. (C-2) DATE: 5/15/2021 SCALE: 3/8*=1-0*

DOUG MACFARLANE ARCHITECT- LLC

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PLAN "E"

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN E 0 LOT 3308

> > 626--(016)

> > CO.

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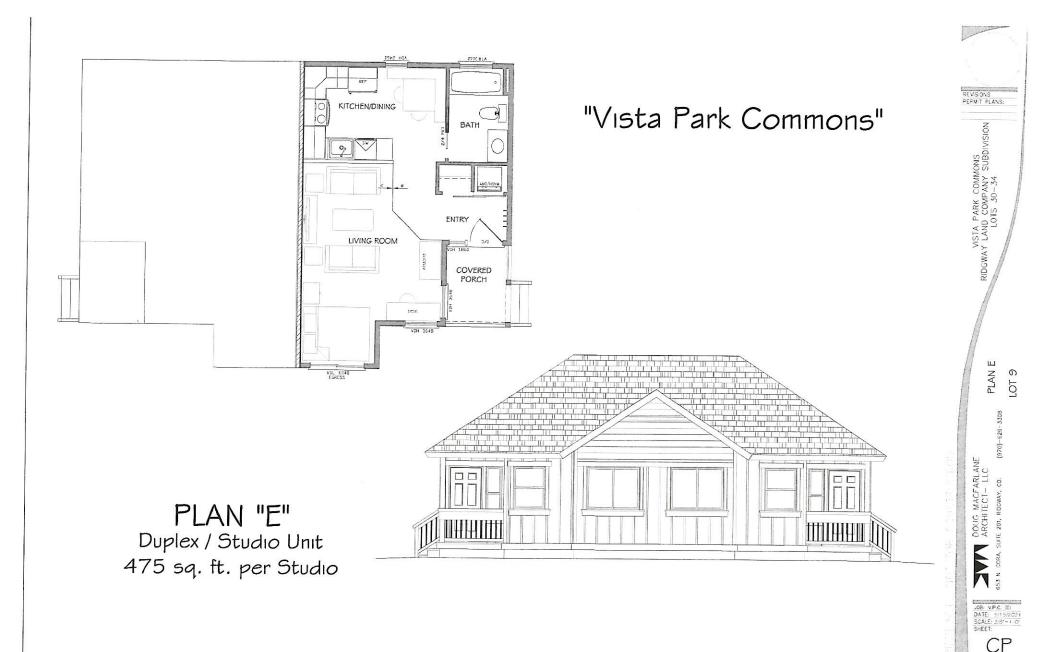
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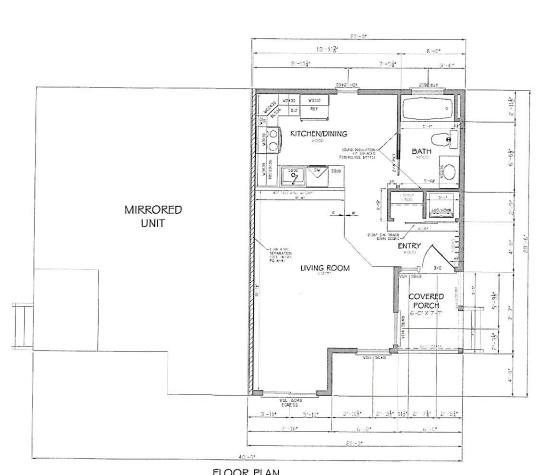
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JOB: V.P.C. (E) DATE: 5/15/2021 SCALE: 3/8'=1-0' SHEET: A-

DOUG MACFARLANE ARCHITECT- LLC

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FLOOR PLAN 475 SQ. FT. (EACH UNIT) 950 SQ. FT. TOTAL

PLAN "E"

- EXTERIOR WALLS: SIPS WALLS (5/2) TWER OVER OSS OUTER SMN, ⁵/5 (ORWALL AT INTERIOR, INTERIOR WALLS): 2/4 (2) 2/4 (C), ⁵/6 (OY BOARD BOTH SIDES, WINTU WINDOWS TRUSSES: 12/2 (2) 01/11, 12/2 (2) 01/11, 12/2 (2) 01/11, 12/2 (2) 01/11, 12/2 (2) 01/11, 12/2 (2) 01/2 (2) 01/11, 12/2 (2) 01/

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN E 6 LOT 3308

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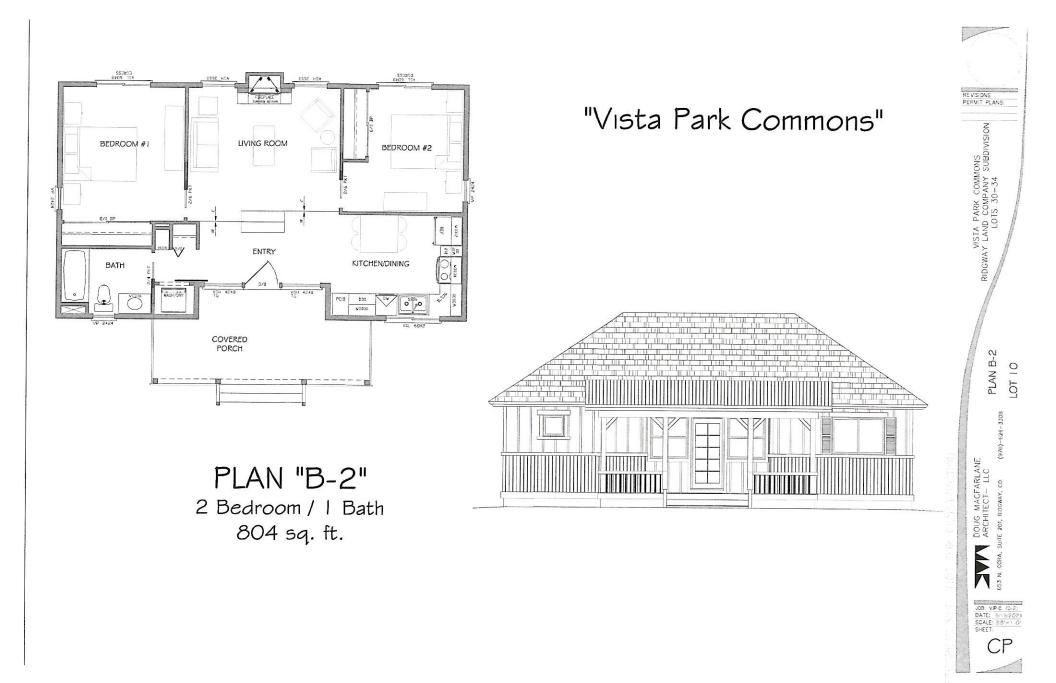
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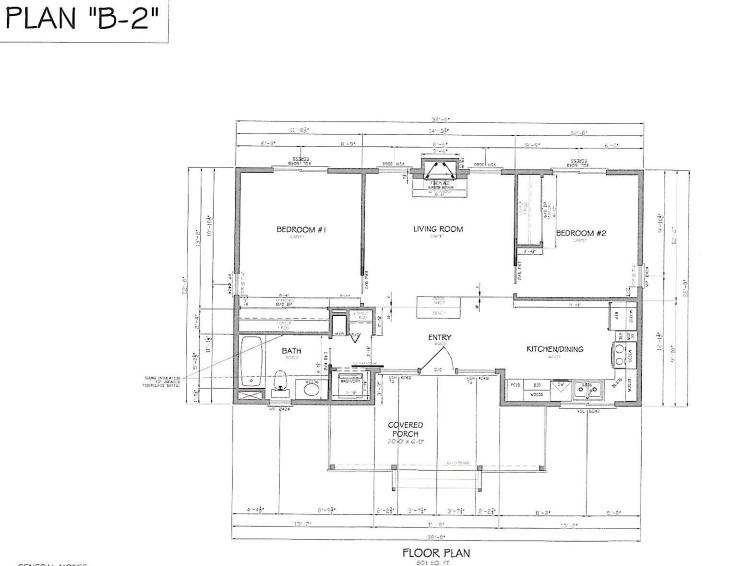
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DOUG MACFARLANE ARCHITECT- LLC

COR 653 N.





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REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN B-2 LOT 10

> > 5308 626 -(026)

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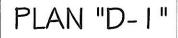
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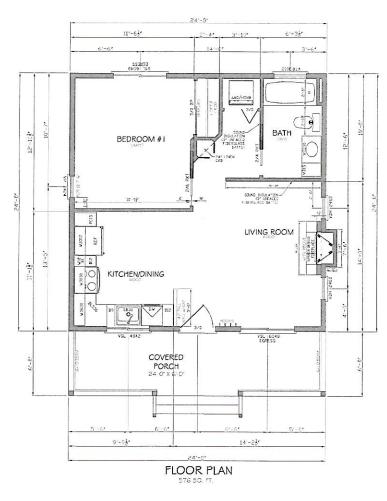
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953 N.

JOB: V.P.C. (B-2) DATE: 5/15/2021 SCALE: 3/8'=1-0 SHEET: A-

DOUG MACFARLANE ARCHITECT- LLC





- EXTERIOR WALLS: SIPS WALLS (5/2) - TWER, OVER OSB OUTER SKIN, % DRYWALL AT INTERIOR. - INTERIOR WALLS: 2x4 @ 24" O.C., % GYP BOARD BOTH SIDES - VINY WINDOWS

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 TRUSSE: J2X'G HEEL, R-49 BLOWN-IN FIBERCIASS INSULATION FURINGE 4 WATER REATER IN ATTO FORM VATER REATER IN ATTO
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 WHERROOFING & STEM WALLS BITUTHERE OR EQUIVALENT PLACTURE RESISTANT FOUNDATION MEMBRANE - WARP CONTINUOUS OVER FORM, FROM TOP OF STEMWALL TO BASE OF TOOTING

VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN D- I -626-3308 -(016) DOUG MACFARLANE ARCHITECT- LLC SWAY, CO. 201.

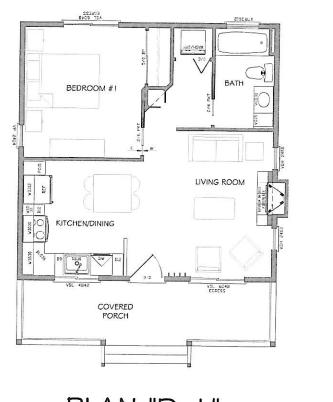
LOT 11

553 N.

JOB: V.P.C. (D-1) DATE: 5/15/2021 SCALE: 3/8'=1-0'

SHEET: A-

REMISIONS PERMIT PLANS:



PLAN "D-1" | Bedroom / | Bath 576 sq. ft.

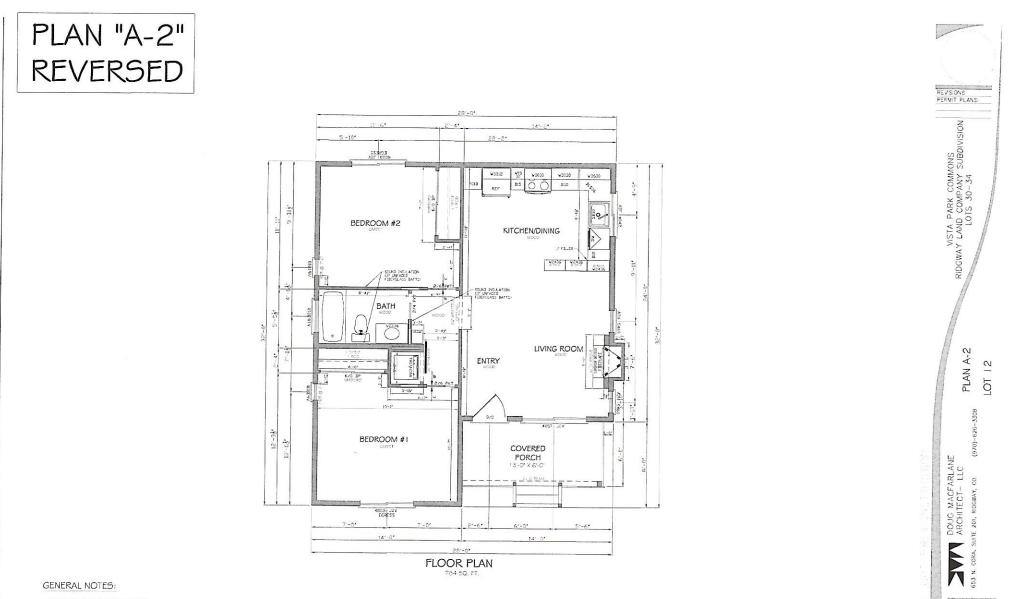


JOB: V.P.C. (D-1) DATE: 5/15/202 SCALE: 3/8*=1-0 SHEET:



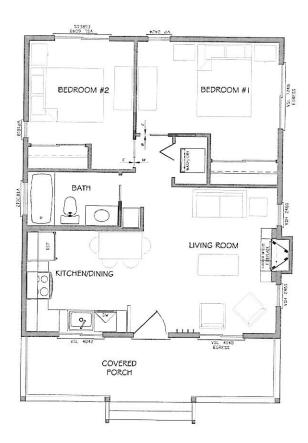
PLAN "A-2" 2 Bedroom / I Bath 784 sq. ft.





EXTERIOR WALLS: SIPS WALLS (5/2)
 TWER OVER ODER OLTER SAN, % DRYWALL AT INTERIOR,
 THERICR WALLS: 24 @ 24' 0.C., % OM BOARD BOTH SIDES.
 WINT, WINDOWS
 TRUSSES: 12/2 @ TELL: 8-49 SLOWING FEBROARS INSULATION
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 FURNACE: WATER ITATER IN ATTIC
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 WATERFRONTING & STEW WALLS: BITUTHERE OR FOLINALENT FUNCTURE
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 TOAM, FROM TOP OF STEWAALL TO BASE OF FOOTING

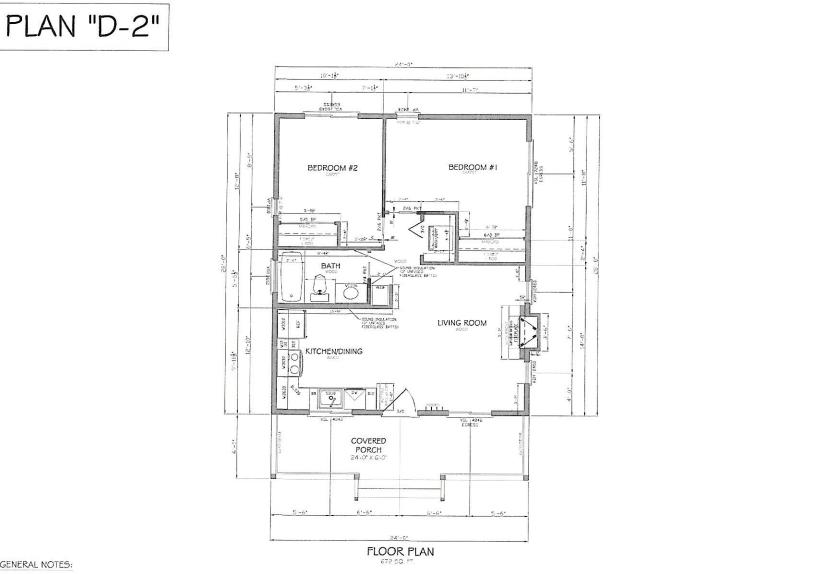
JOB: V.P.C. (A-2) DATE: 5//5/2021 SCALE: 3/8'=1-0' SHEET: A-



PLAN "D-2" 2 Bedroom / 1 Bath 672 sq. ft.



D



GENERAL NOTES:

CXTERIOR WALLS: SIPS WALLS (S/2')
 TYPER OVER OSE OUTER SKIN, 5', DRYWAIL AT INTERIOR,
 TYTERIOR WALLS: 24 @ 24' O.C., 3', GYP BOARD BOTH SIDES,
 TYPE WALLS: 24 @ 24' O.C., 3', GYP BOARD BOTH SIDES,
 TYPE WALLS: 12'' @ HELL, R.49 BLOWLIN, FUERGASS INSULATION
 FURNACE #WATER HEATER IN ATTC:
 FURNACE #WATER HEATER IN ATTC:
 WATERFROOTING @ STEW WALLS: BITUTIENE OR EQUIVALENT FUNCTURE
 RESISTAT "OUTPOINT WENGERWALL WAR CONTINUOUS OVER
 FOAM, FROM TOP OF STEWWALL TO BASE OF FOOTING

DOUG MACFARLANE ARCHITECT- LLC

REVISIONS PERMIT PLANS:

VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

PLAN D-2

626-3308

-(0/6)

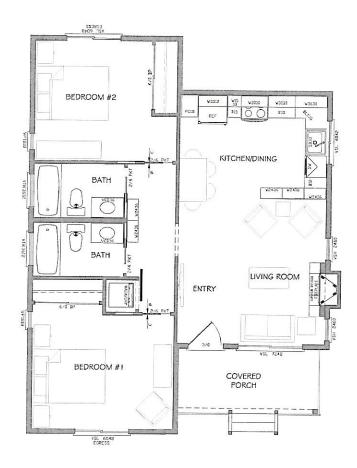
S. RIDGWAY, 201, ₽

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JCB: V.P.C. (D-2) DATE: 5/15/2021 SCALE: 2/8 = 1-0 SHEET.

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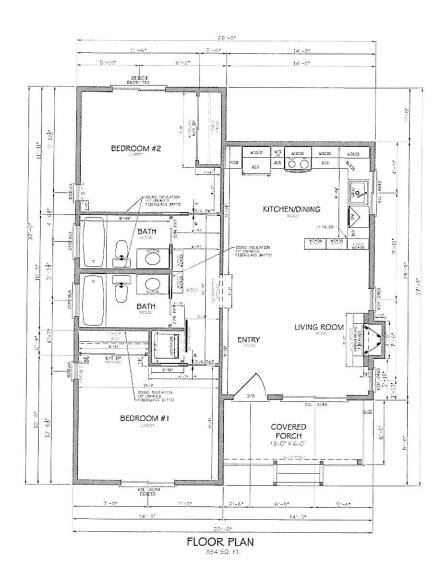
LOT 13



PLAN "A-2" 2 BATH REVERSED 2 Bedroom / 1 Bath 854 sq. ft.









- EXTERIOR WALLS: SIPS WALLS (SV/)
 TWER OVER OSB OUTER SM. 35' DRYWALL AT INTERIOR.
 TUTKICIR WALLS: 24 (2) 24' OC. 3'' GYP BOARD BOTH SIDES.
 WINT, WINDOWS
 TRUSSES: 12'' G) FITL, 24'9 ELOWINIK PEERGLASS INSULATION
 FURNACL 4 WALLK MATLER IN ATTIC
 ROOP VENTUG: CONT. SOFTT VENTS 4 RIDGE VENTS
 WATERFROOPING (2) STEM WALLS' BITUTHERE OR EQUIVALEY FUNCTURE
 RESSEANT FOLVADATION MEMDERANE. WAR CONTINUOUS OVER
 FOAM, FROM TOP OF STEMWALL TO BASE OF FOOTING

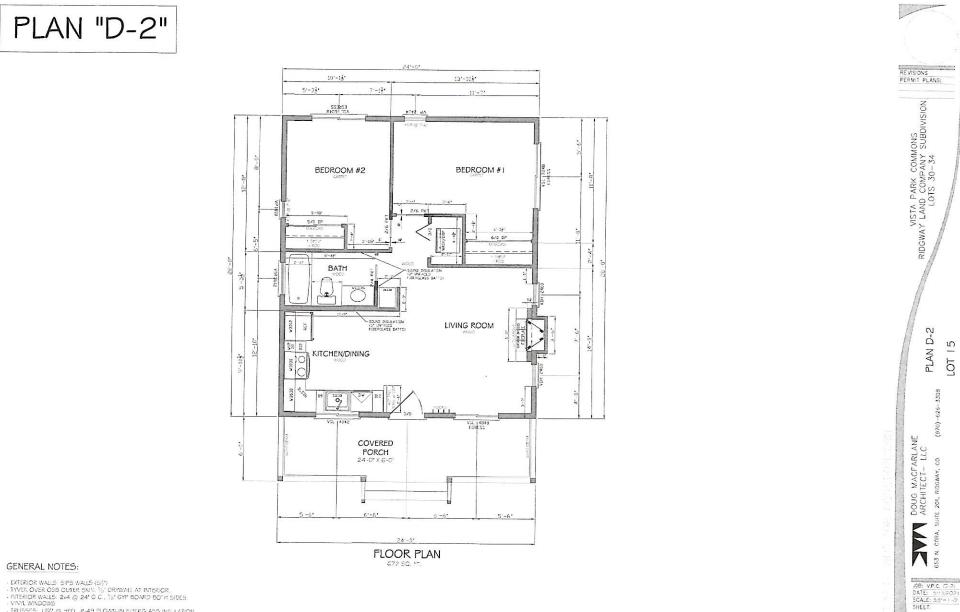
REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN A-2 LOT 14 (026) DOUG MACFARLANE ARCHITECT- LLC 00 201. R ż 53 JCB: V.P.C. (A-2) DATE: 5/15/2021 SCALE: 3/8*=1-0* SHEET. A-



PLAN "D-2" 2 Bedroom / 1 Bath 672 sq. ft.



CP



EXTERIOR WALLS: SIFS WALLS (SK?) TWEE OVER OSD OUTER SAN: % ORTWALL AT INTERIOR. INTERIOR WALLS: 24 @ 24 O C. % GY BOARD BOTH SIDES. WALL WADOWS TRUSSES: 127 @ FTEL: 8-49 ELOWAIN FISERGASS INSULATION FURVACE 4 WATER HEATER IN ATTIC FOR VOLTS: 127 @ FTEL: 8-49 ELOWAIN FISERGASS INSULATION FURVACE 4 WATER HEATER IN ATTIC FOR VOLTS: 000 FOR WALLS: BITUTHERE OR EQUIVALENT FUNCTURES RESISTANT FOUNDATION MEMBERIAN - WARP CONTINUOUS OVER RESISTANT FOUNDATION MEMBERIAN - WARP CONTINUOUS OVER FOAM, FROM TOP OF STEMWALL TO BASE OF FOOTING

3308 626--(026) DOUG MACFARLANE ARCHITECT- LLC CO. 201. CORA.

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PLAN D-2

LOT 15



"Vista Park Commons"



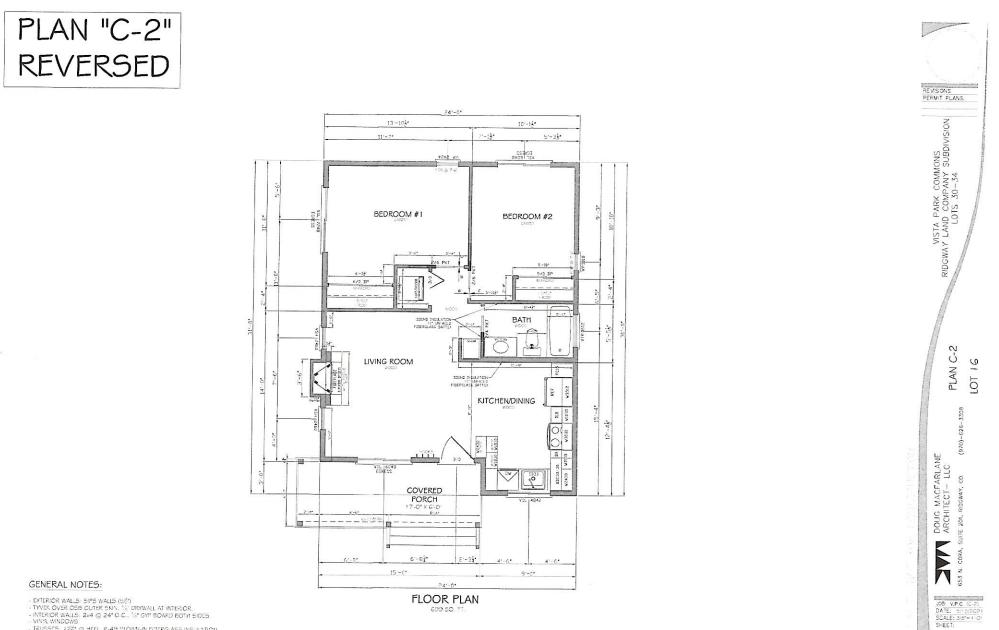
PLAN "C-2" REVERSED 2 Bedroom / 1 Bath 699 sq. ft.



PLAN C-2 LOT 16

REVISIONS PERMIT PLANS

> VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34



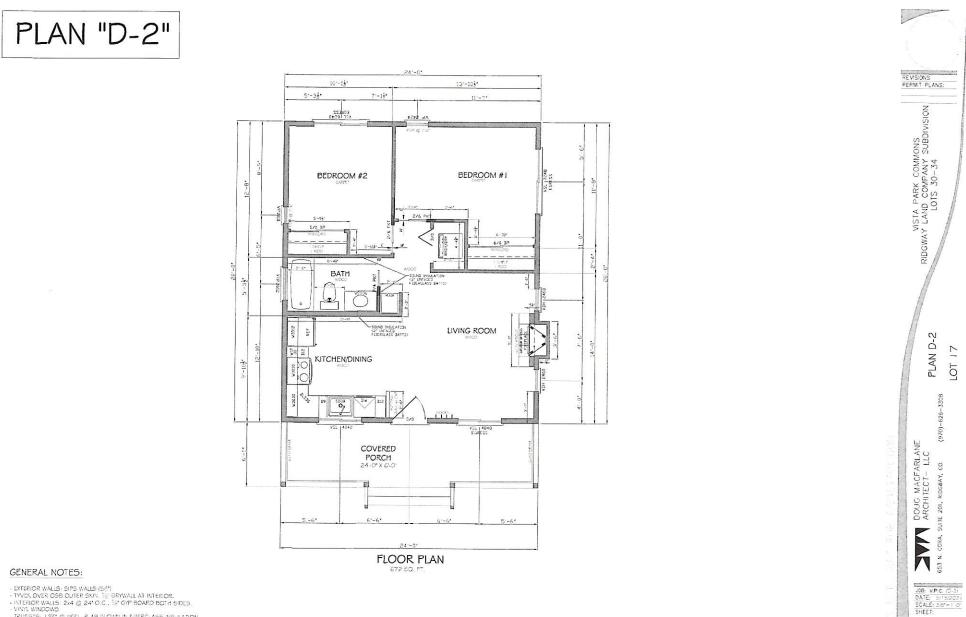
699 SQ. FT.

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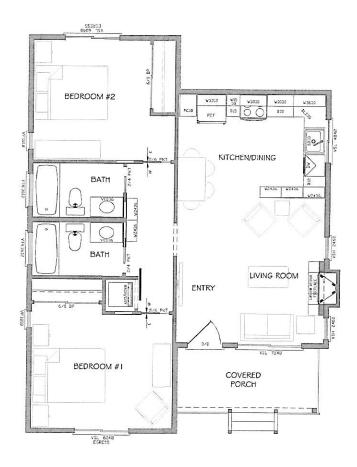
PLAN "D-2" 2 Bedroom / 1 Bath 672 sq. ft.





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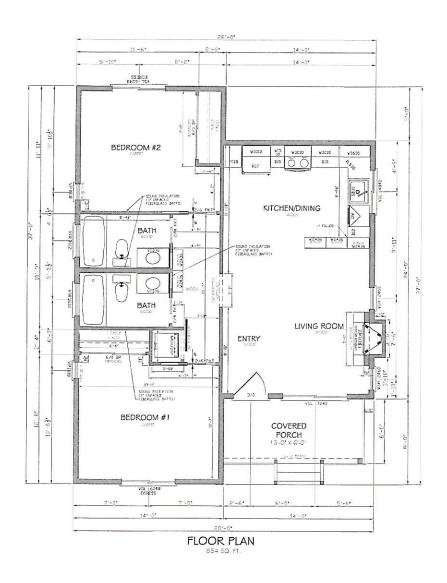
EXTERIOR WALLS: SIPS WALLS (5/4)
 TWER OVER OBS DUTER SML 15 (5/4)
 TWER OVER OBS DUTER SML 15 (74) BOARD BOTH SIDES.
 WINT WINDOWS
 TRUSSES: 124 (9) EFLL: 8:49 ELOWINE FORCEASS INSULATION FURNACE 4 WAILE HEATER IN ATIC
 FOOP VENTUG: CONT. SOUTH VENTS 4 KIDER VENTS
 WATERFROOFING (9) STEM WALLS: BITUTHENE OR EQUIVALENT FUNCTURE RESISTANT FOUNDATION MEMBRANE. WARP CONTINUOUS OVER FOM, FROM TOP OF STEMWALL TO BASE OF FOOTING



PLAN "A-2" 2 BATH REVERSED 2 Bedroom / 1 Bath 854 sq. ft.





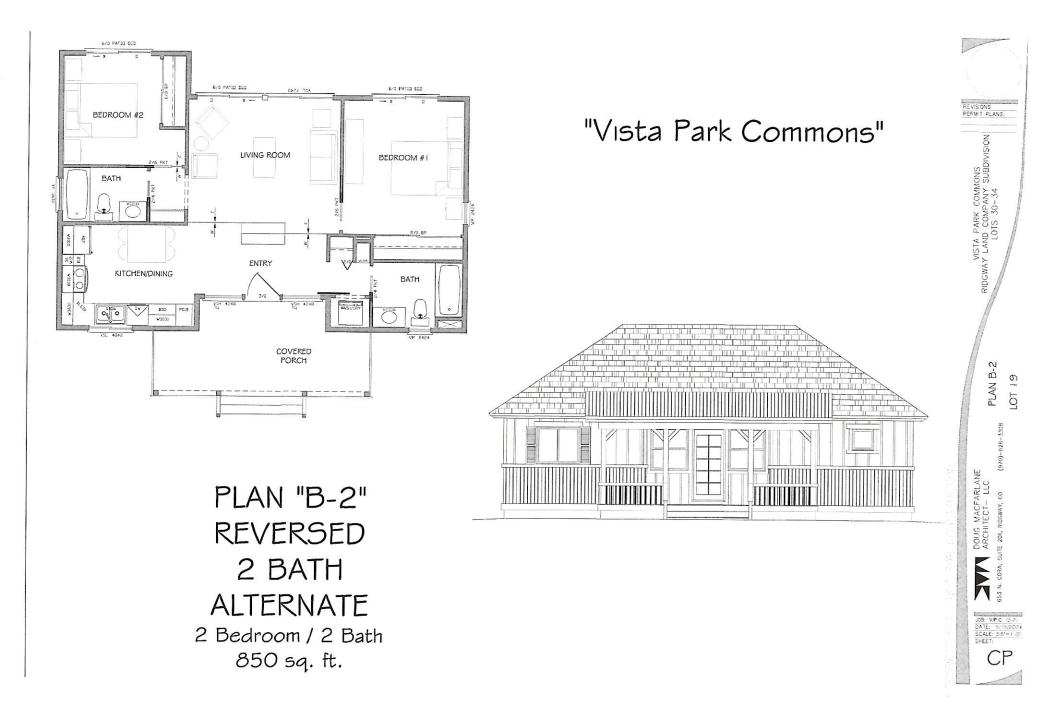


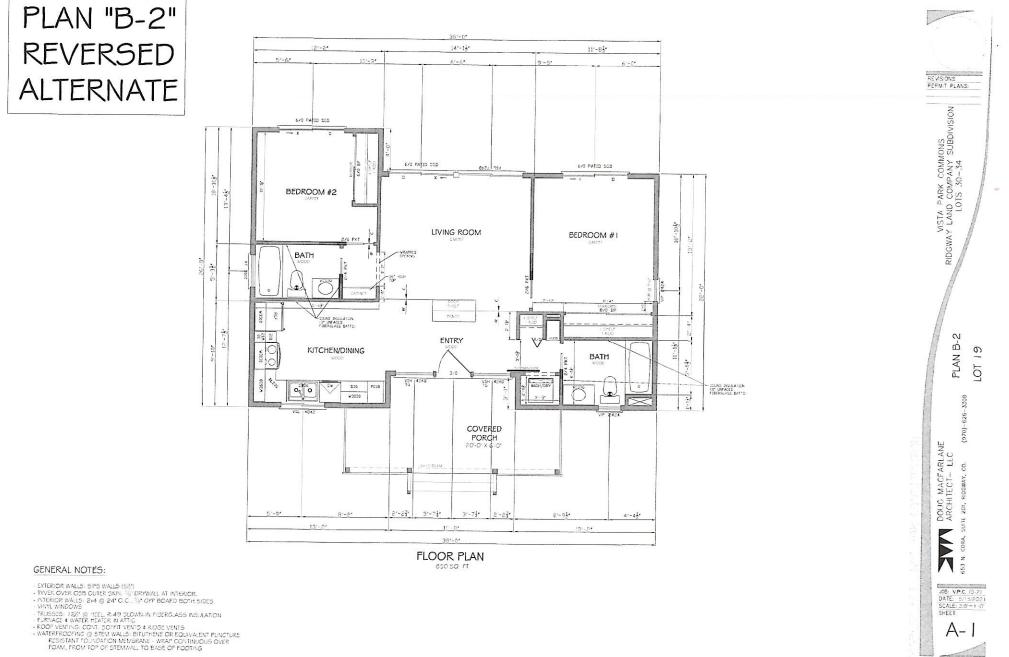
GENERAL NOTES:

EXTERIOR WALLS SIME WALLS (5,57)
 TWEE OVER OSB OLIER SAN, 32, DRIWAIL AT INTERIOR,
 TNTERIOR WALLS, 24 & Q 24, O C, 34, OYP BOARD BOTH SIDES,
 VIXAL WINDOWS
 TRUESSES, 127, G) HELL, R 49 BLOWLIN FIELERGASS INSULATION
 FUENACE & WATER REATER IN ATTIC
 FUENACE & WATER REATER IN ATTIC
 ROOP VENTIOS, ONLY SOUTH VENTS & RIDGE VENTS
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 FOAM, FROM TOP OF STEMWALL TO BASE OF FOOTING

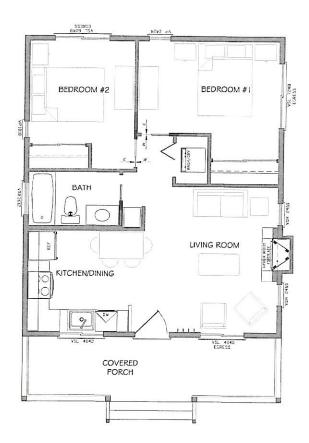
REVISIONS PERMIT PLANS VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN A-2 LOT 18 3308 626--(026) DOUG MACFARLANE ARCHITECT- LLC CO. SUDG 201. 14 CORA. z JOB: V.P.C. (A-2) DATE: 5/15/2021 SCALE: 3/8'=1-0' SHEET:

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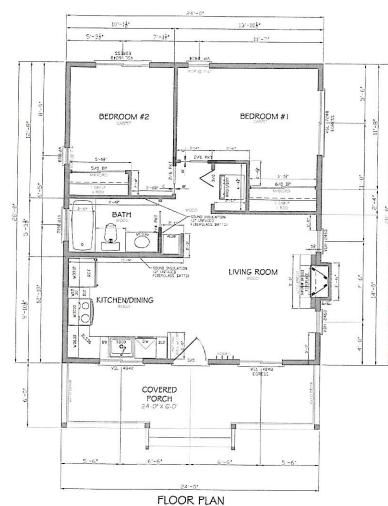


JOB: V.P.C. (8-2) DATE: 5/15/2021 SCALE: 3/0'=1-0' SHEET. A-



PLAN "D-2" 2 Bedroom / I Bath 672 sq. ft.





FLOOR PLAN

GENERAL NOTES:

PLAN "D-2"

EXTERIOR WALLS: SIPS WALLS (5/2)
 TYPER, OVER OBS OUTER SNN, 3/2 (DRWALL AT INTERIOR,
 INTERIOR WALLS, 2/4 (0) 2/4

REVISIONS PERMIT PLANS. VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN D-2 LOT 20

626-3308

-(016)

CO. RIDGWAY, 201. 1

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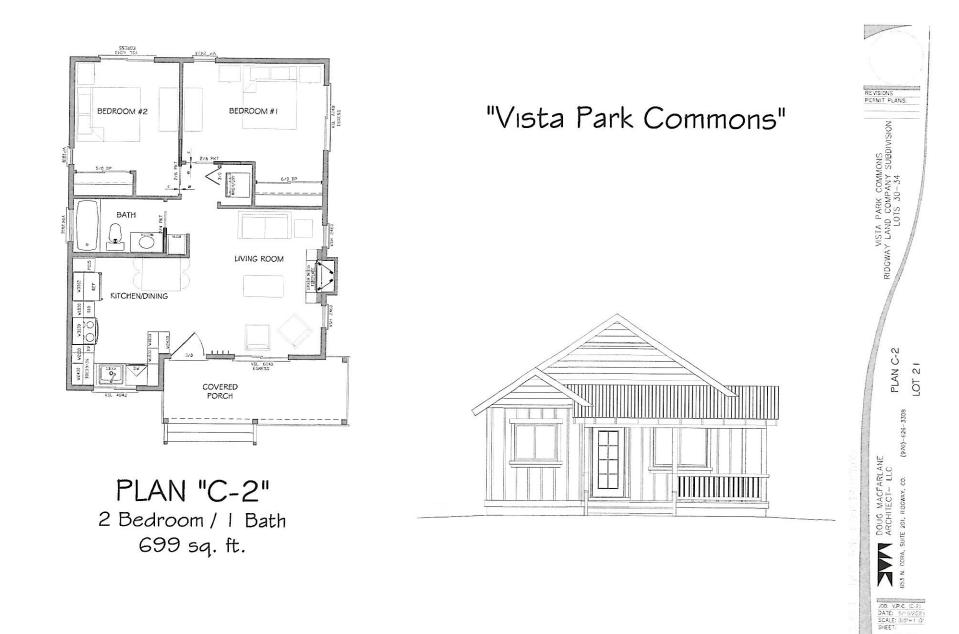
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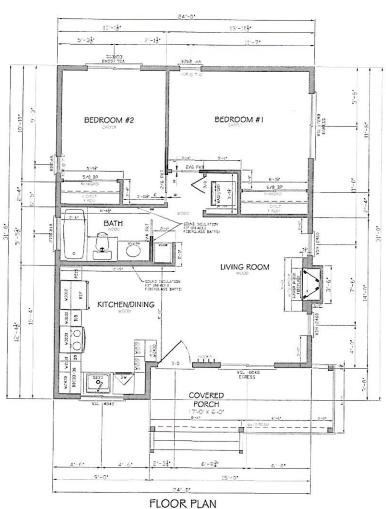
JOB: V.P.C. (D-2) DATE: 5/15/2021 SCALE: 3/8'=1-0' SHEET:

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DOUG MACFARLANE ARCHITECT- LLC

CORA





699 50. FT.

GENERAL NOTES:

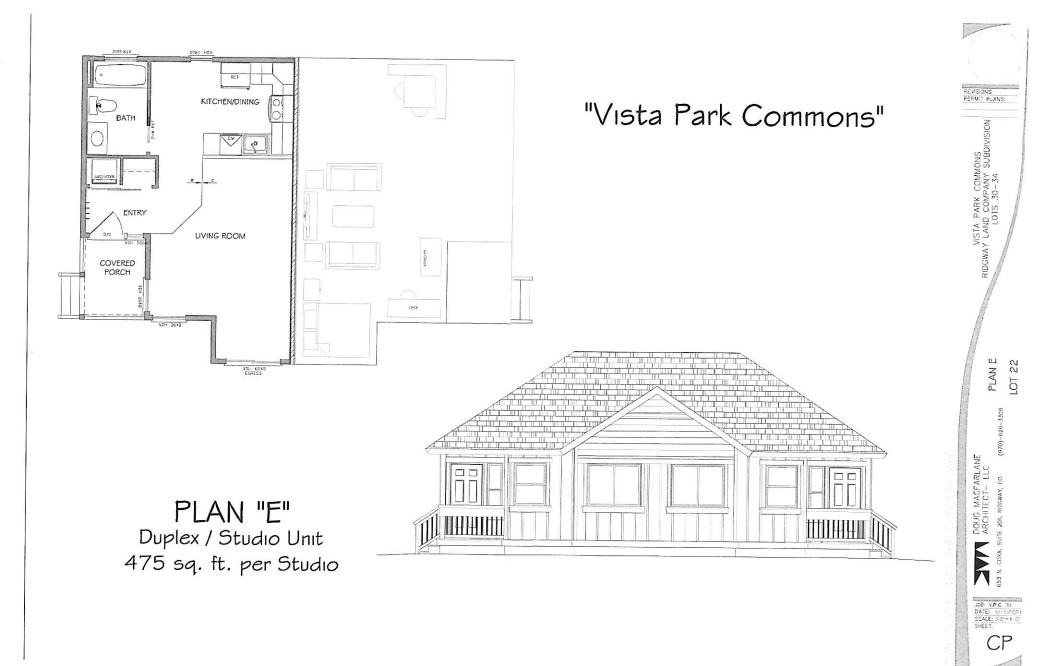
PLAN "C-2"

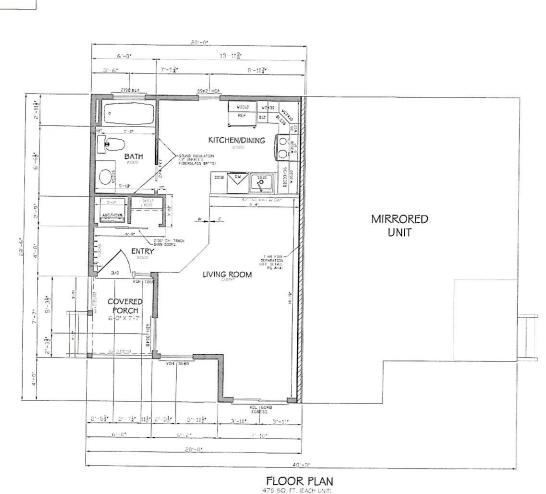
- EXTERIOR WALLS: SIFE WALLS (5/2) YVER: OVER OBD OUTER SAN: 35' DRYWALL AT INTERIOR. WIENCO WALLS: 24' (G 24' O.C., 34' GYP BOARD BOTH SIDES. WIVU WINDOWS WITH WALLS: 24' (G 24' O.C., 34' GYP BOARD BOTH SIDES. WIVU WINDOWS REVEAL: 4 WATER HEATER IN ATTIC FURVACE 4 WATER HEATER IN ATTIC ROOP VENTIGE: CONT. SOFTH VENTS 4 RIDGE VENTS WATERFROOTING (G STEE WALLS: BITUTIENE OR DOUVALENT PLNCTURE RESISTANT FOUNDATION MEMBERANE. WARP CONTINUOUS OVER RESISTANT FOUNDATION MEMBERANE. WARP CONTINUOUS OVER FOAM, FROM TOP OP STEMWALL TO BASE OF FOOTING

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34 PLAN C-2 LOT 21 626-3308 0 6 DOUG MACFARLANE ARCHITECT- LLC S. RIDGWAY, 4 201. 1 Щ COR z

JOB: V.P.C. (C-2) DATE: 5/15/2021 SCALE: 3/8'=1.0' SHEET:

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475 SO, FT, (EACH UNIT) 950 SQ, FT, TOTAL

GENERAL NOTES:

PLAN "E"

- EXTERIOR WALLS: SIPS WALLS (SI/2)
 TYPER OVER OSB OUTER SIN: 32 (PRYMALL AT INTERIOR.
 INTERIOR WALLS: 24 (G) 24 (C) 24 (G) 49 (DOWNIN FOURD BOTH SIDES.
 WYL WINDOWS
 TRUSSES: 124 (G) 1

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN E LOT 22 3308

> > 626--(016)

> > WAY, CO.

201.

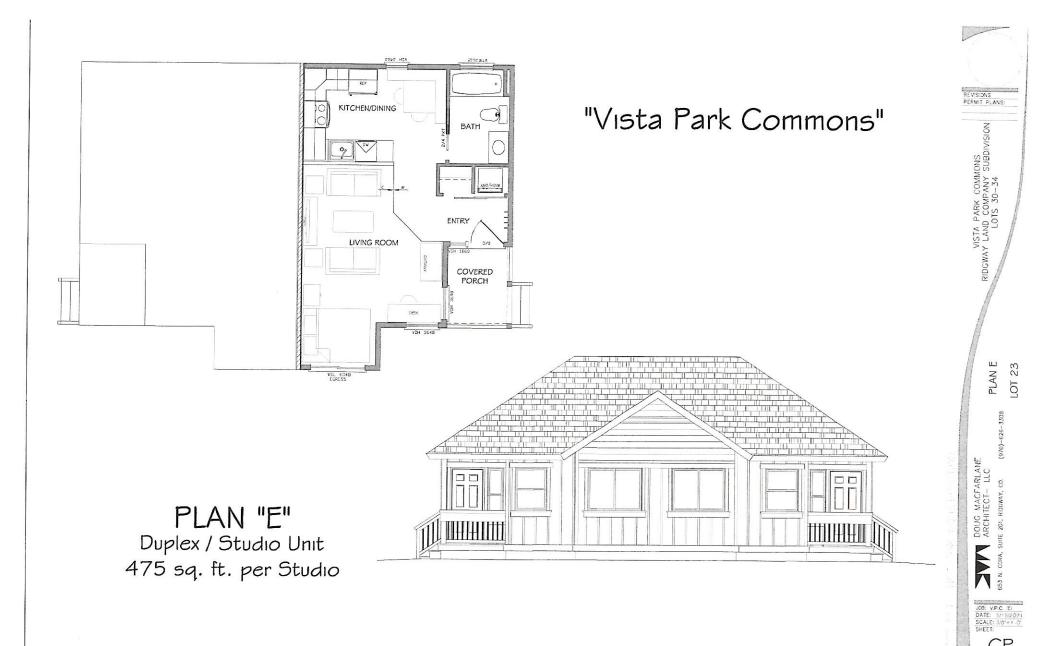
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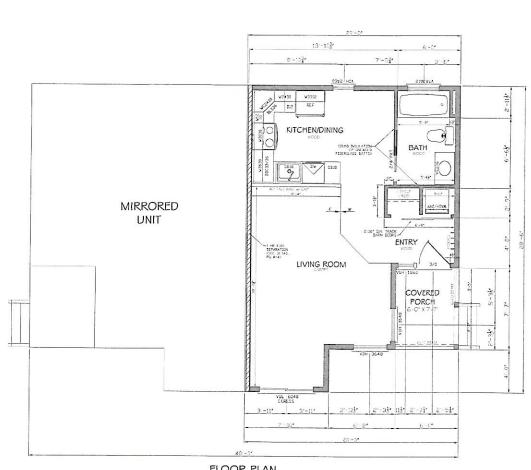
JOB: V.P.C. (E) DATE: 5/15/2021 SCALE: 3/8'=11.0' SHEET:

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DOUG MACFARLANE ARCHITECT- LLC

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FLOOR PLAN 475 50, FT, (EACH UNIT) 950 50, FT, TOTAL

GENERAL NOTES:

PLAN "E"

- EXTERIOR WALLS: SIPS WALLS (5/2)
 TWER OVER OSB OLTER DNN, ⁵/₂ ORYWALL AT INTERIOR
 TINTERIOR WALLS: 2x4 (g. 241 C., ⁵/₂ OYP BOARD BOTH SIDES,
 VINT, WINDOWS
 TRUSSES: 2b/₂ OF TELL R.49 ELOWARIN FIBERGLASS INSULATION
 FURNACE 4 WATCH INTERIN ATTIC
 ROOP VENTIOS: CONT. 500FT VENTS 4 RIDRE VENTS
 WATERFROOTING (g. STEM WALLS: BITUTHENE OR EXOLUAINT FUNCTURE RESISTANT FOUNDAID MEMORY WARP CONTINUOUS OVER FORM, FROM TOP OF STEMWALL TO BASE OF FOOTING

REVISIONS PERMIT PLANS: VISTA PARK COMMONS RIDGWAY LAND COMPANY SUBDIVISION LOTS 30-34

> PLAN E LOT 23

> > 3308

626--(026)

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RIDGWAY.

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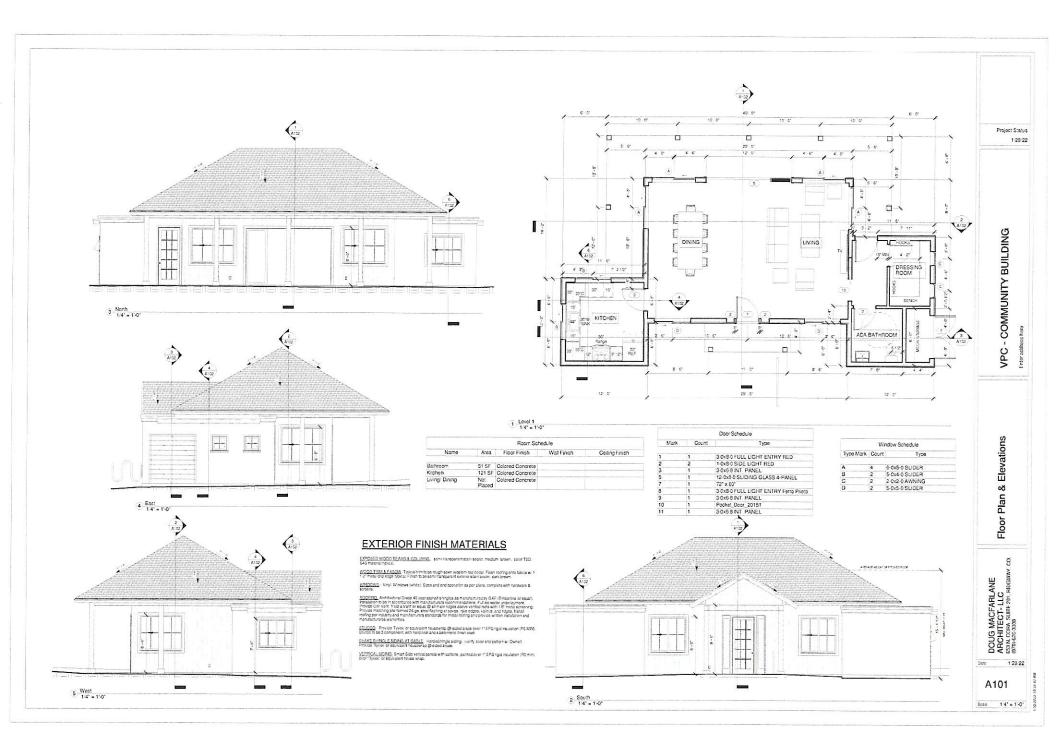
JOB: V.P.C. (E) DATE: 5/15/2021 SCALE: 3(6'=1...0' SHEET:

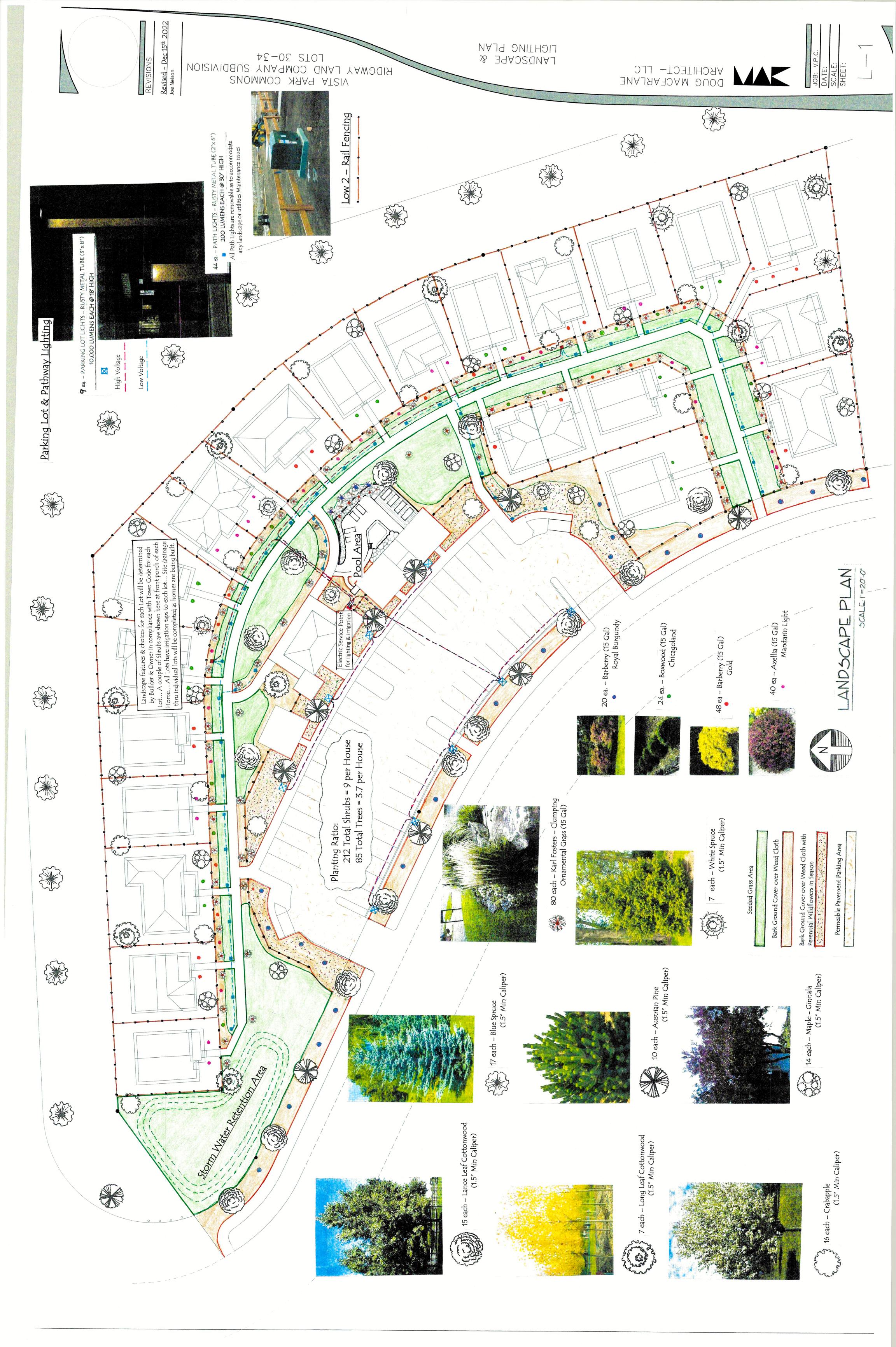
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DOUG MACFARLANE ARCHITECT- LLC

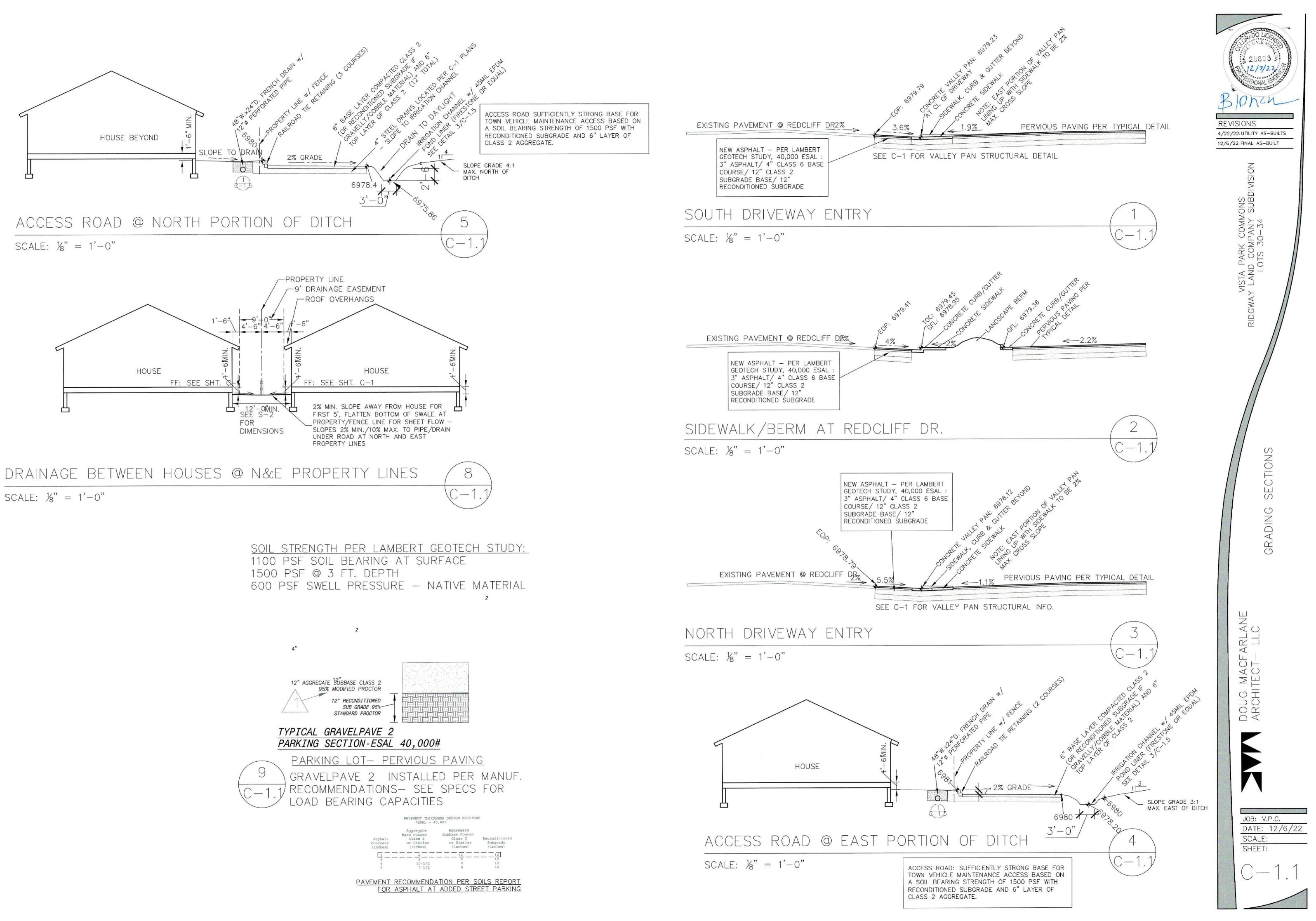
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<u>Common Building – Floor Plan with</u> <u>Dimensions & Elevations</u>

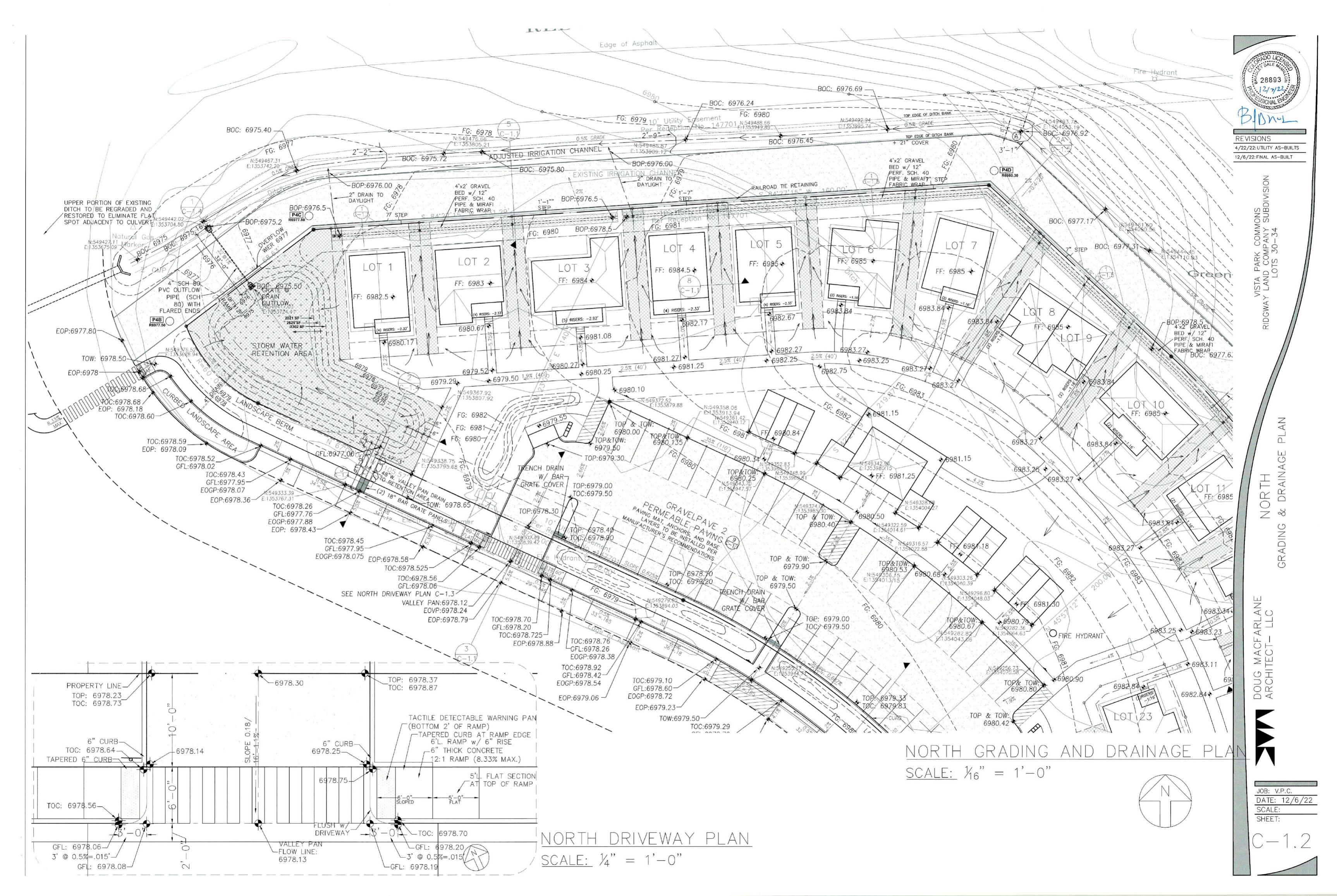


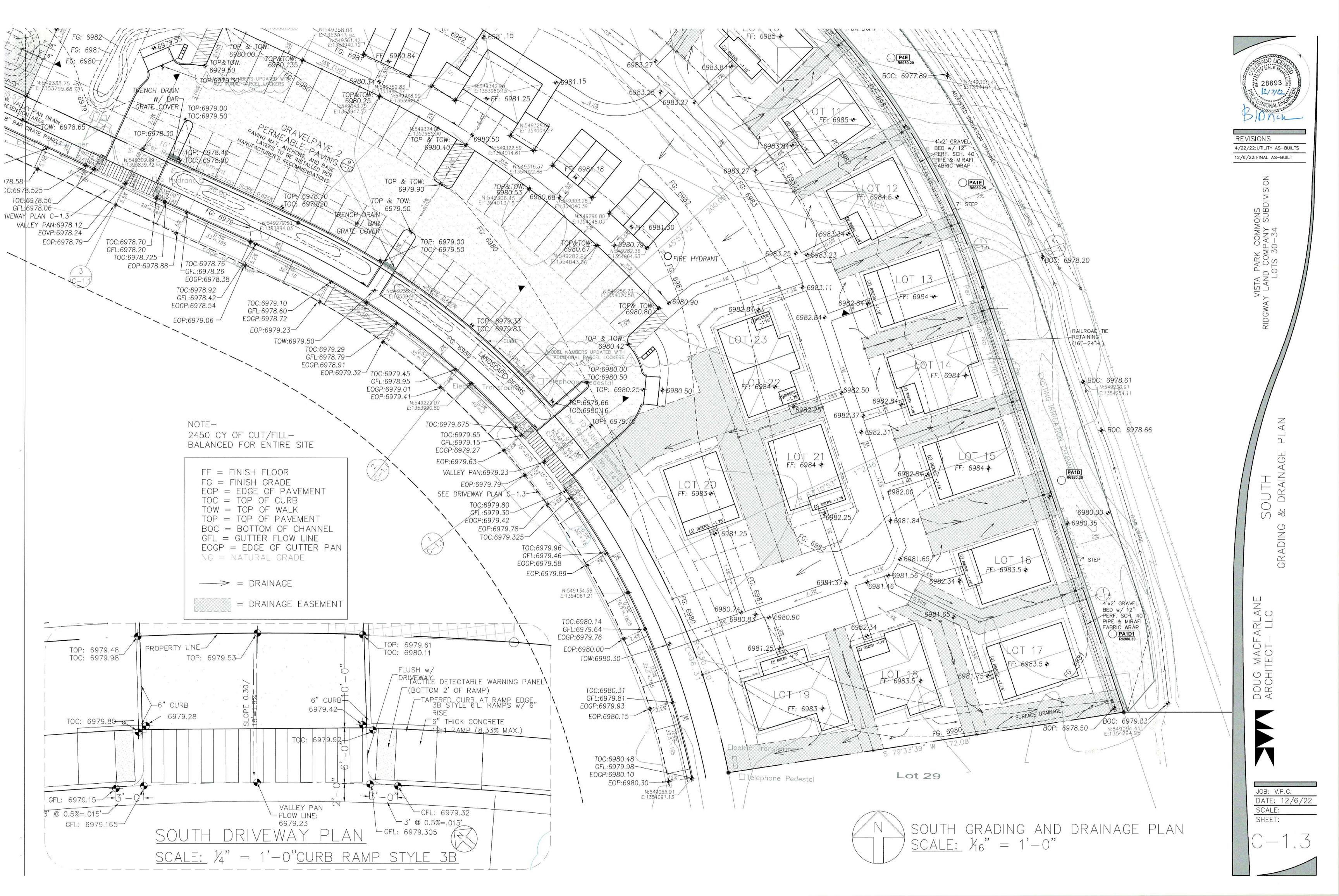


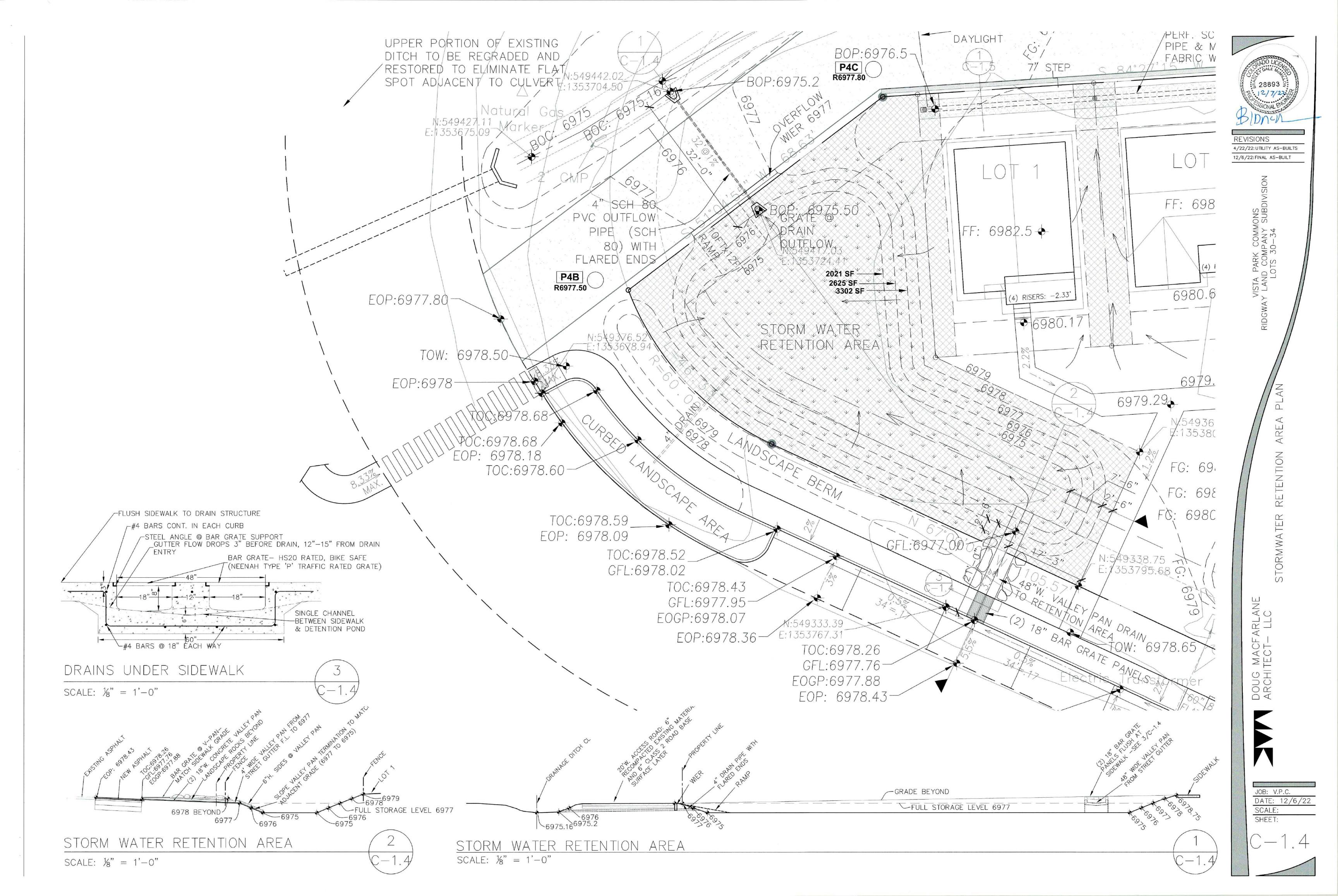




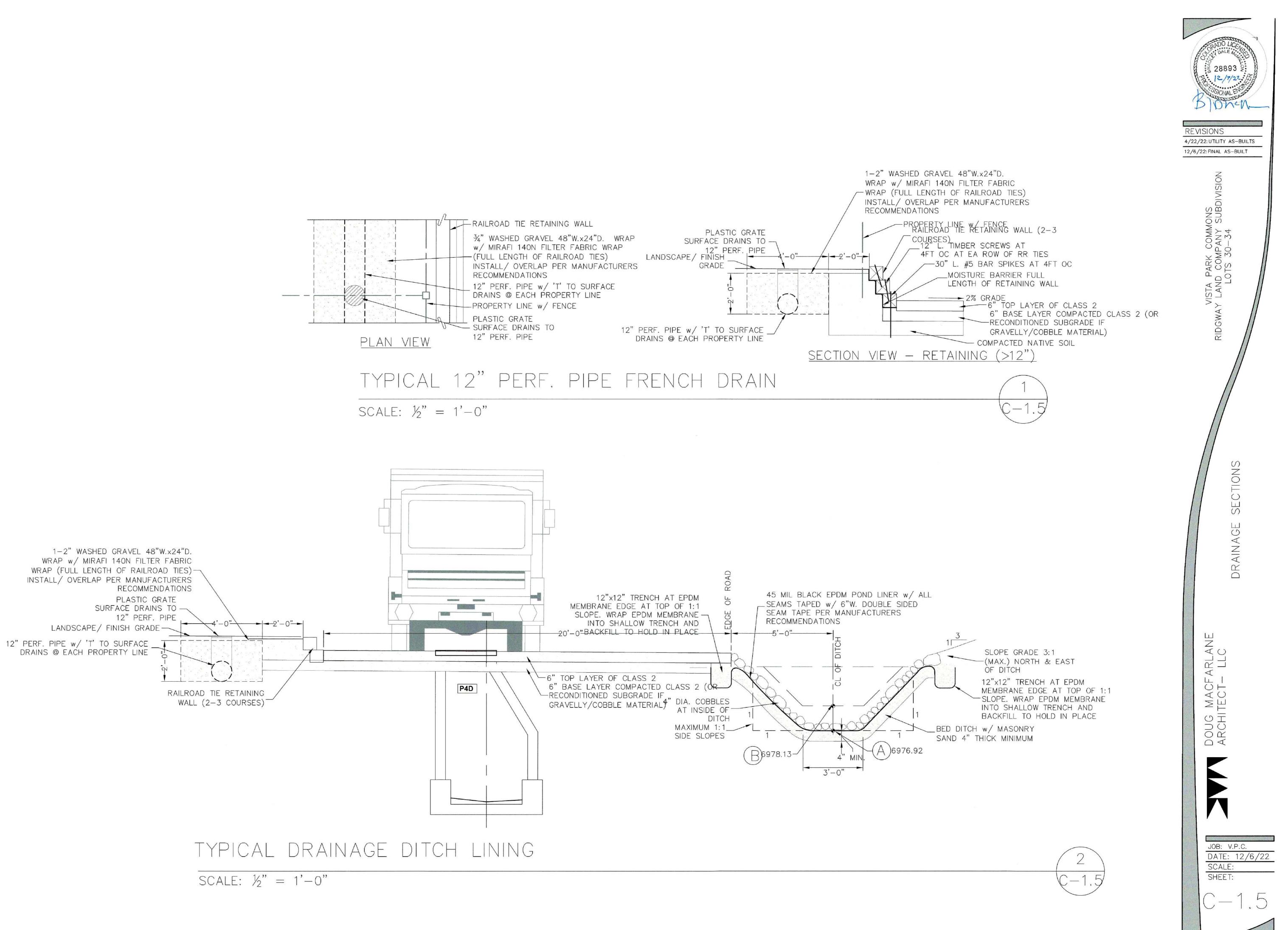
SCALE: ½" = 1'-0"

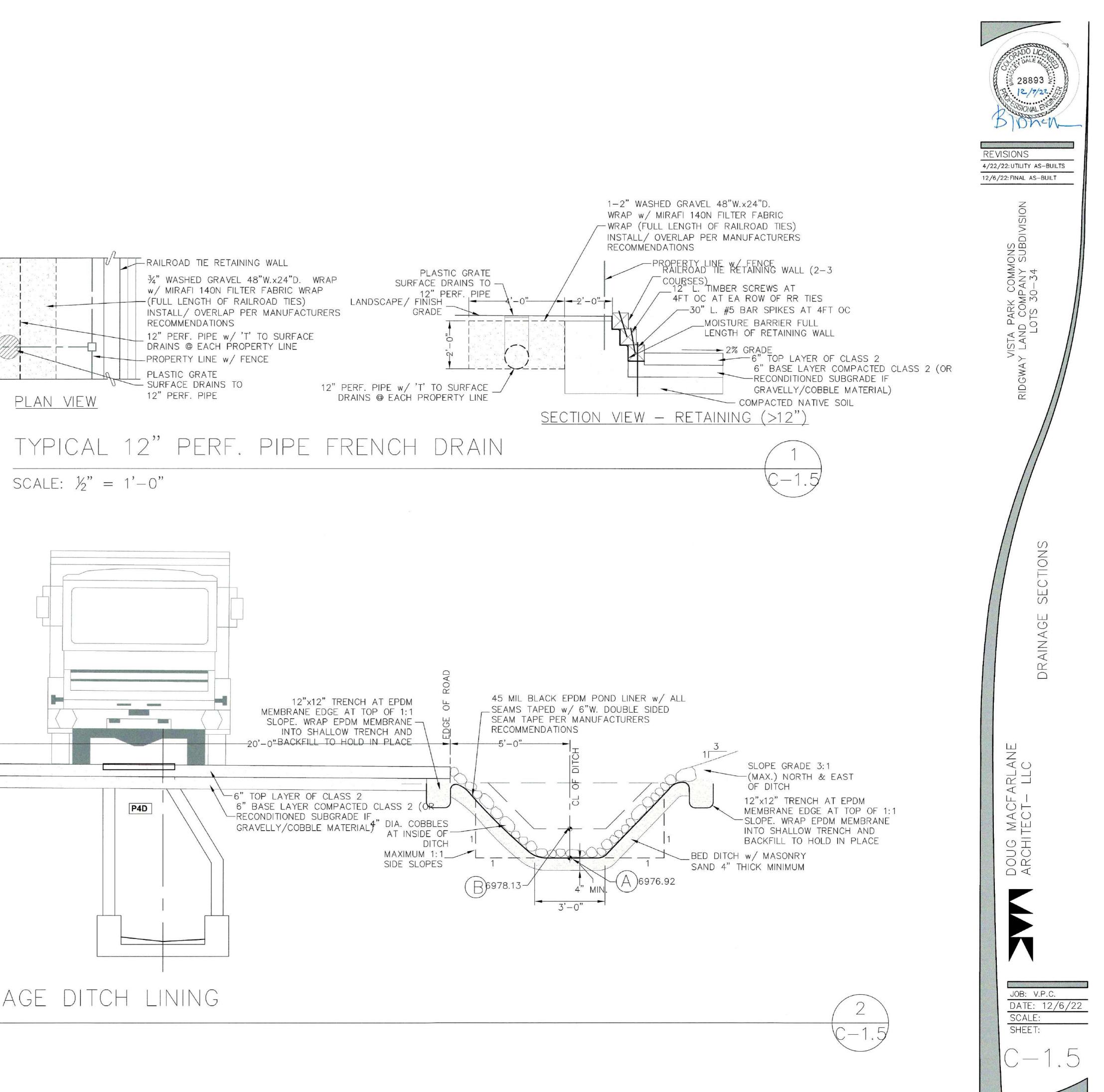


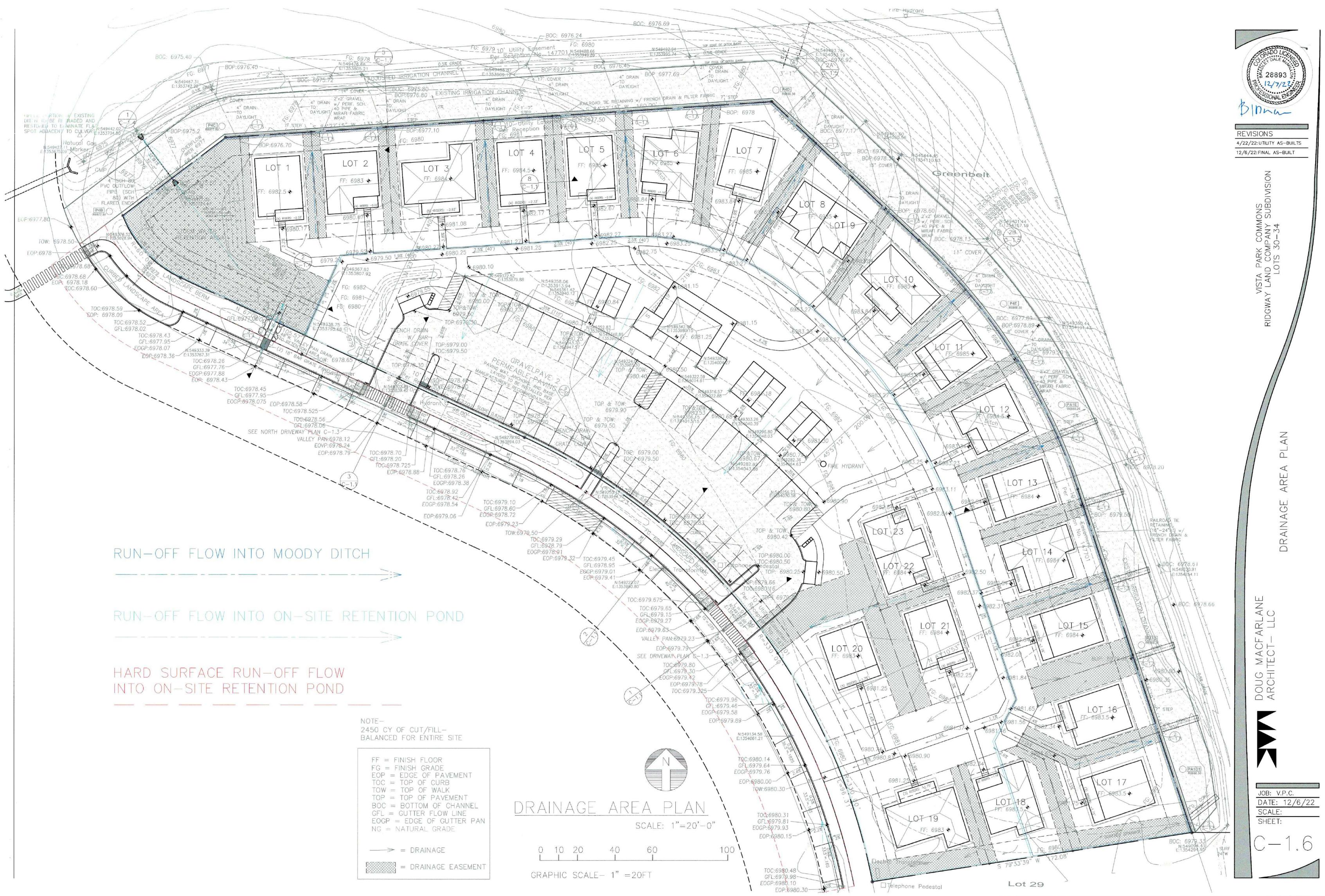


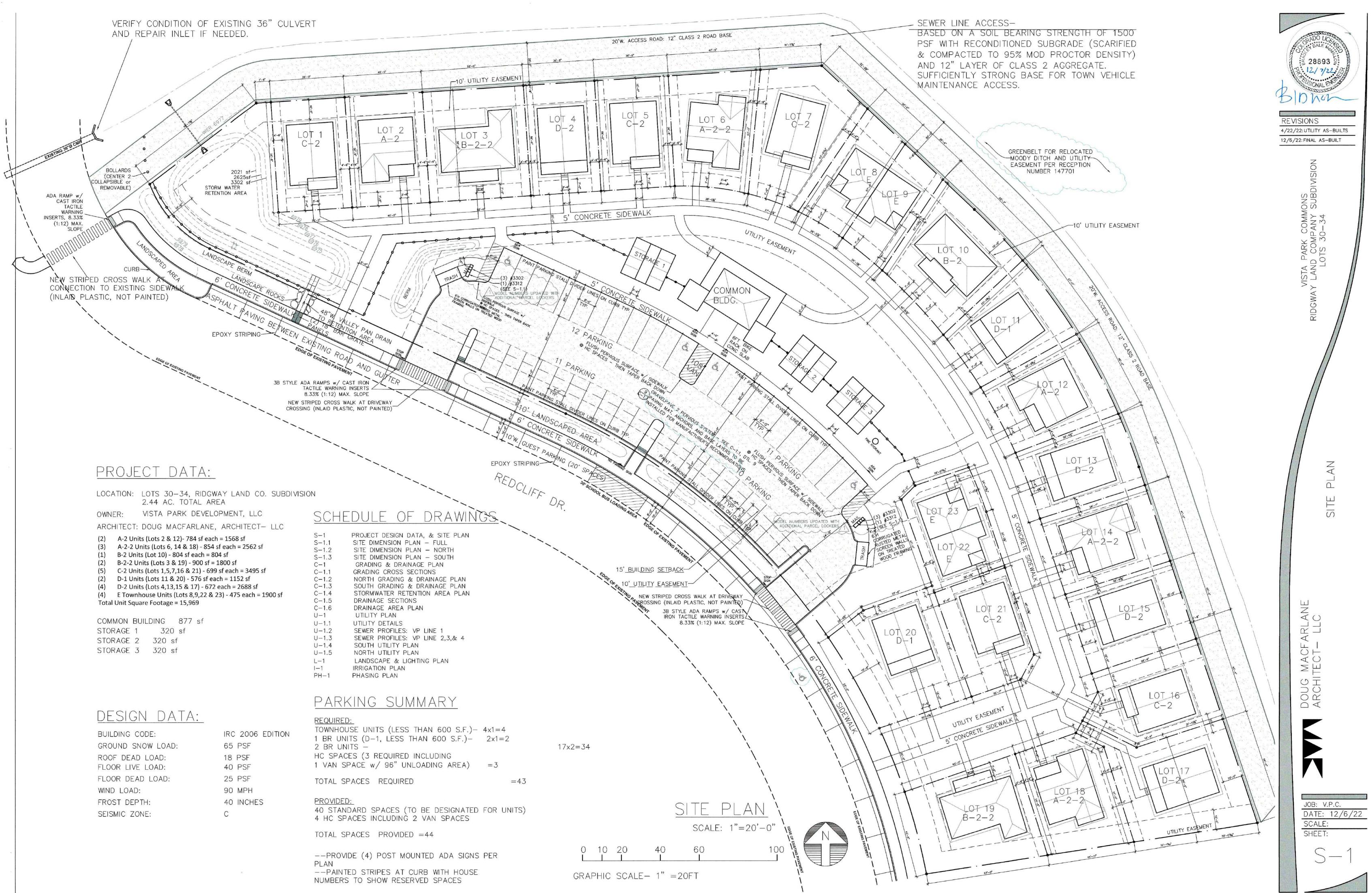


SCALE: $\frac{1}{2}$ " = 1'-0"

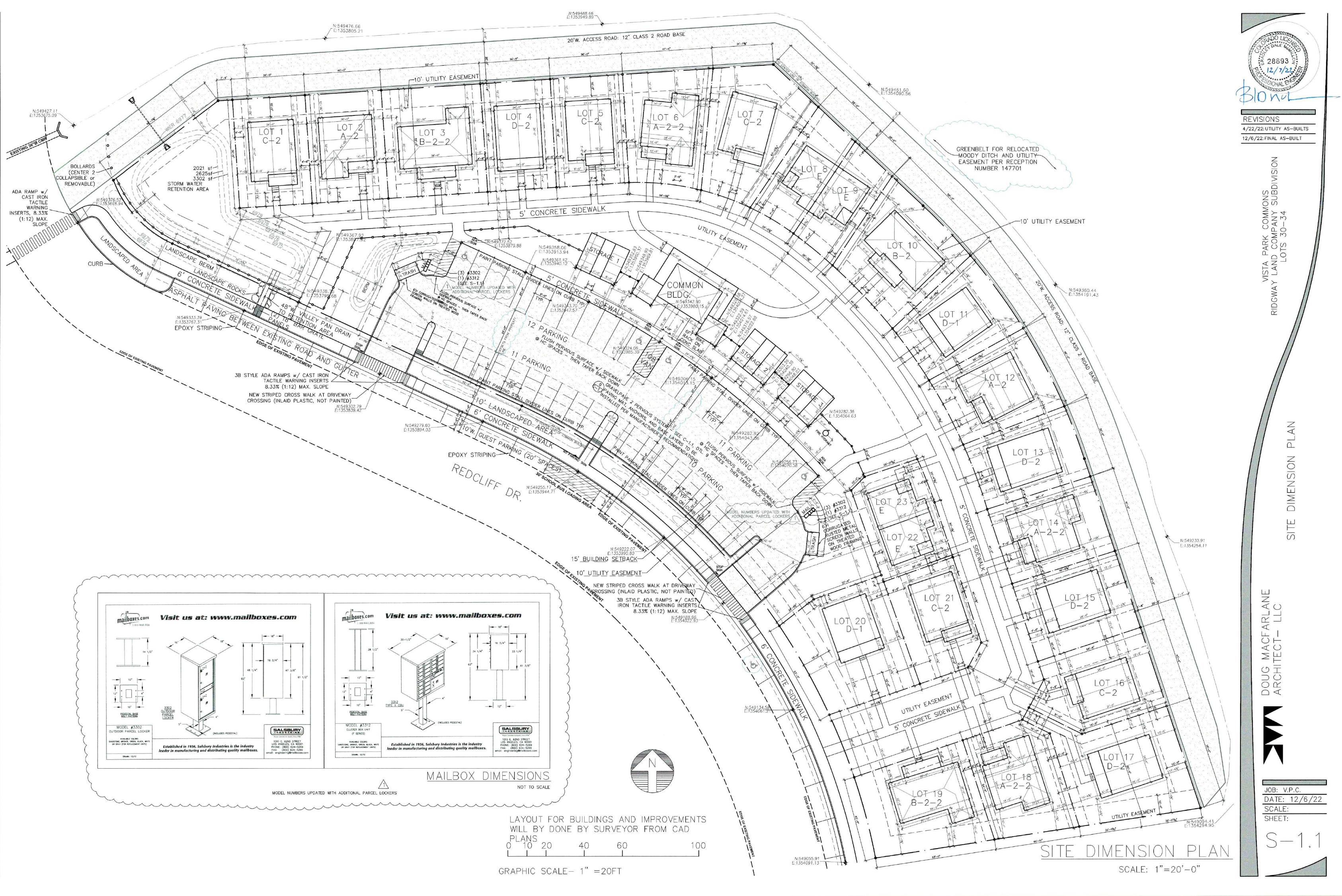




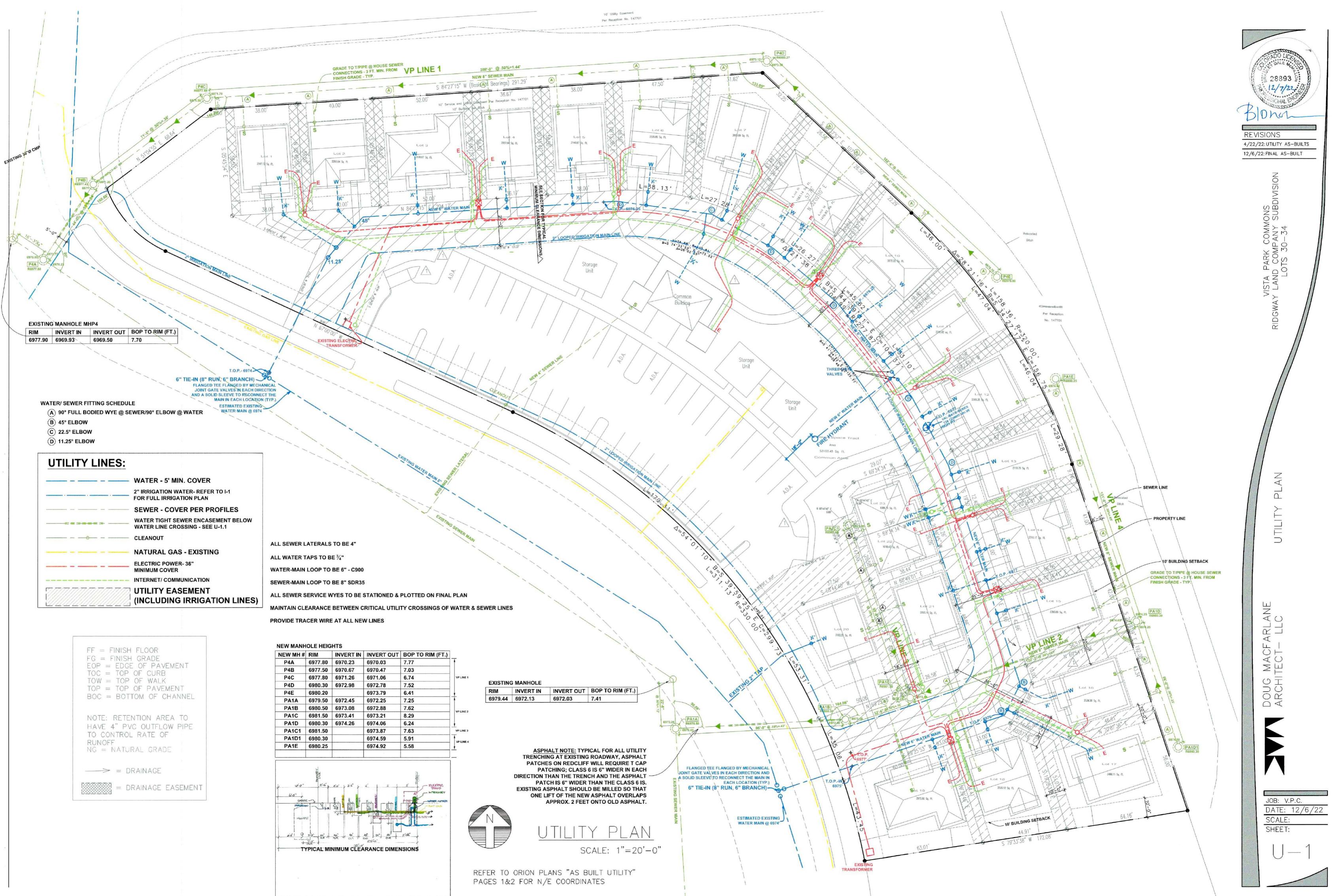




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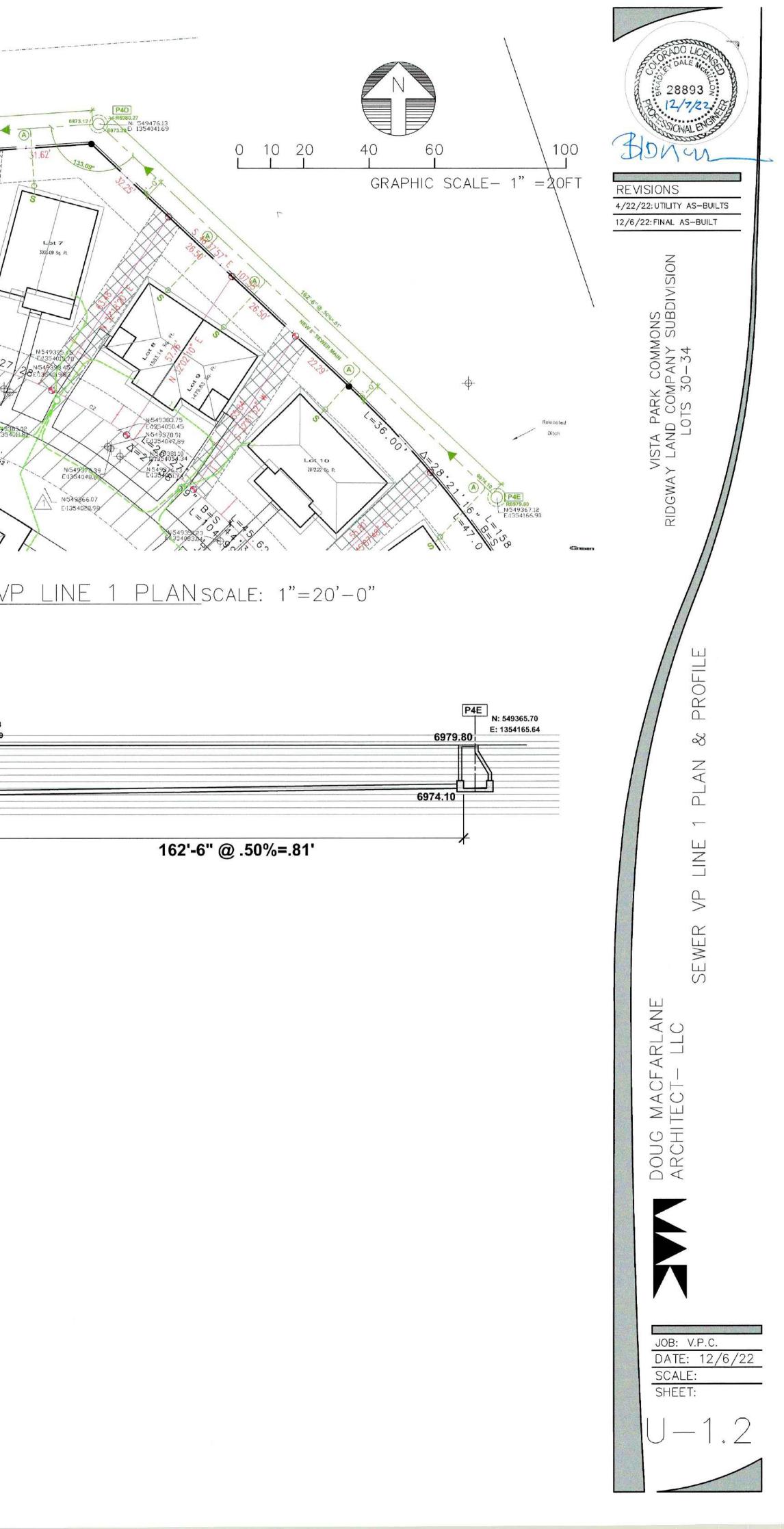


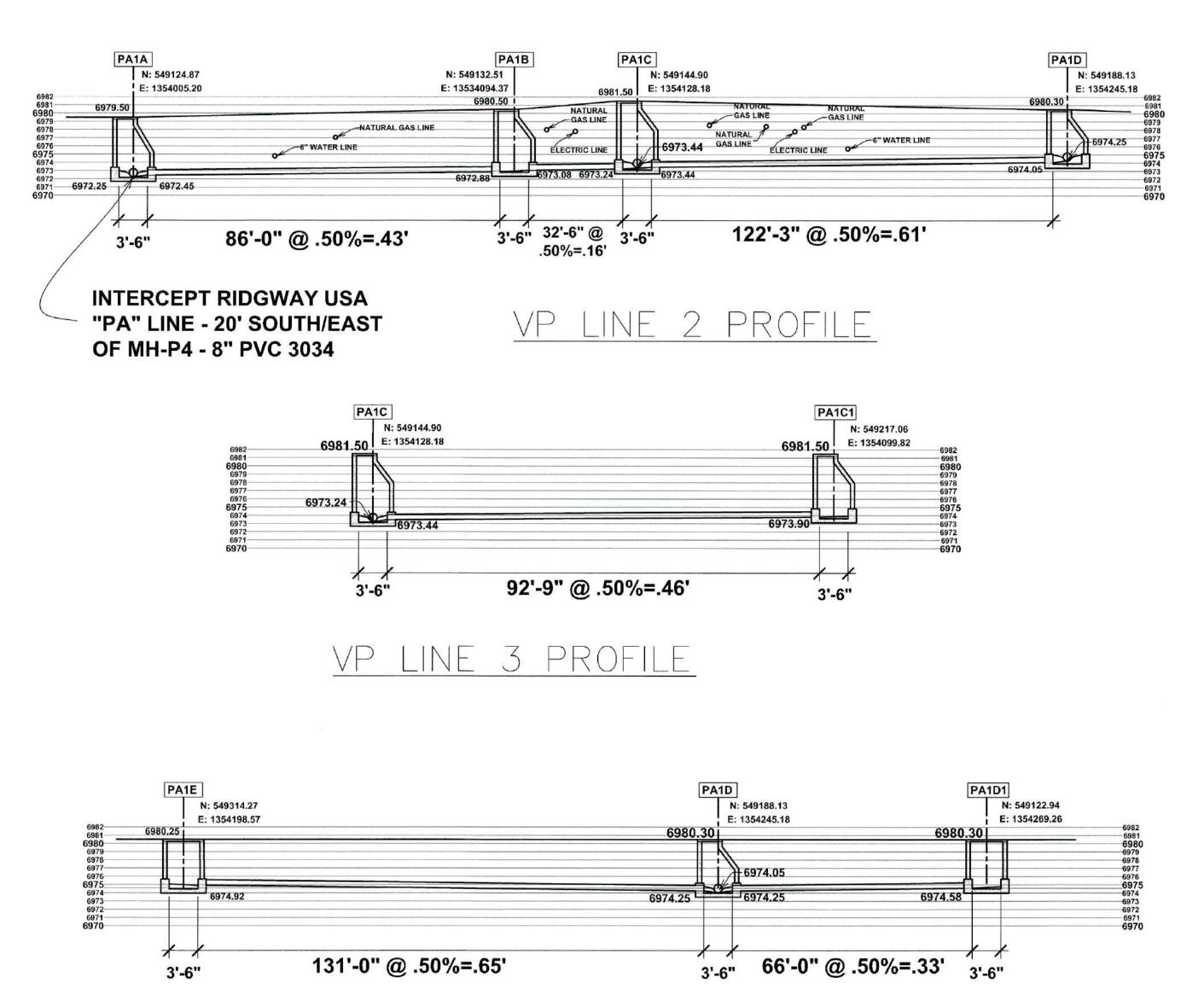






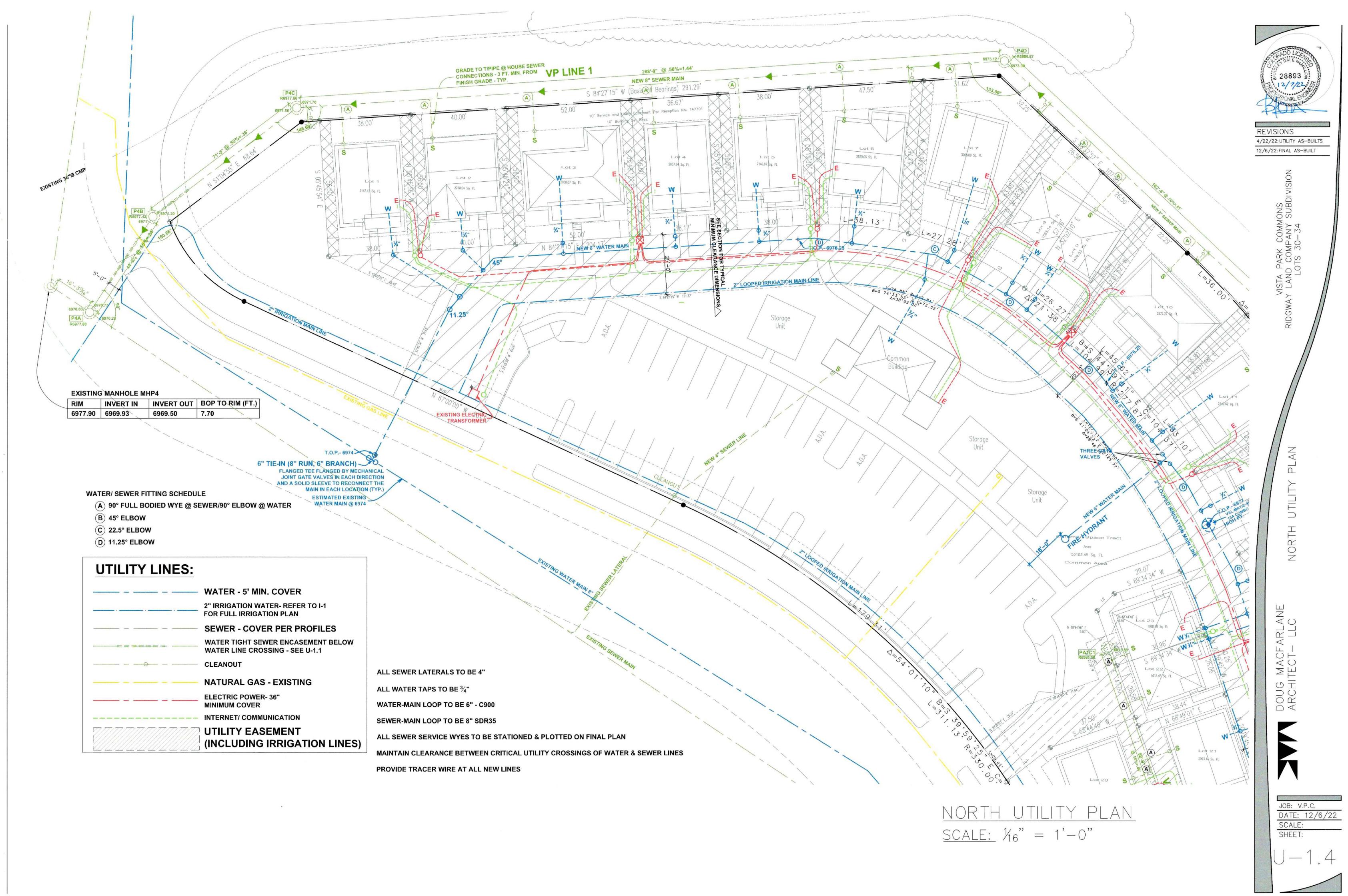




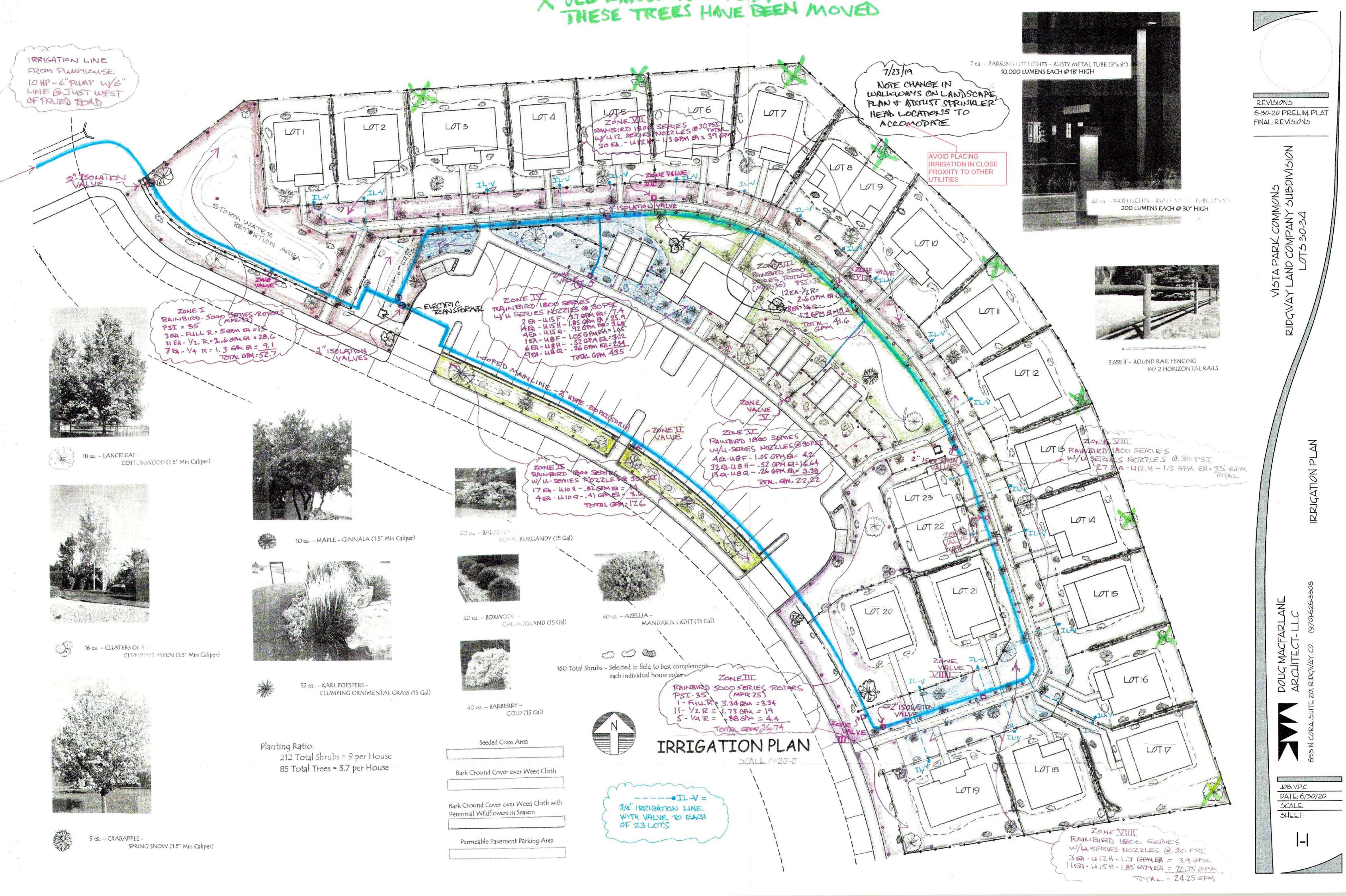














In	cluding:
	Sewer Line complete for all 3 Phases
	Water Line complete for all 3 Phases
	Gas, Telephone, Electric for all 3 Phases
	Sidewalk / Curb / Gutter / Asphalt Parking along Redcliff Drive entire frontag
	Parking Lot & Associated Common Walks compete
	Common Mail & Trash Area's complete
	Common Building complete
	Storage Buildings 1, 2 & 3 complete
	Internal Common Walks
8	All Landscape, Fencing & Irrigation within Blue Hatched Area
	House Construction & Sales – Lots 4 thru 11
	Irrigation ditch relocation.
	Grading and drainage for all 23 lots.

LOT 2

LOTI

Common Walks

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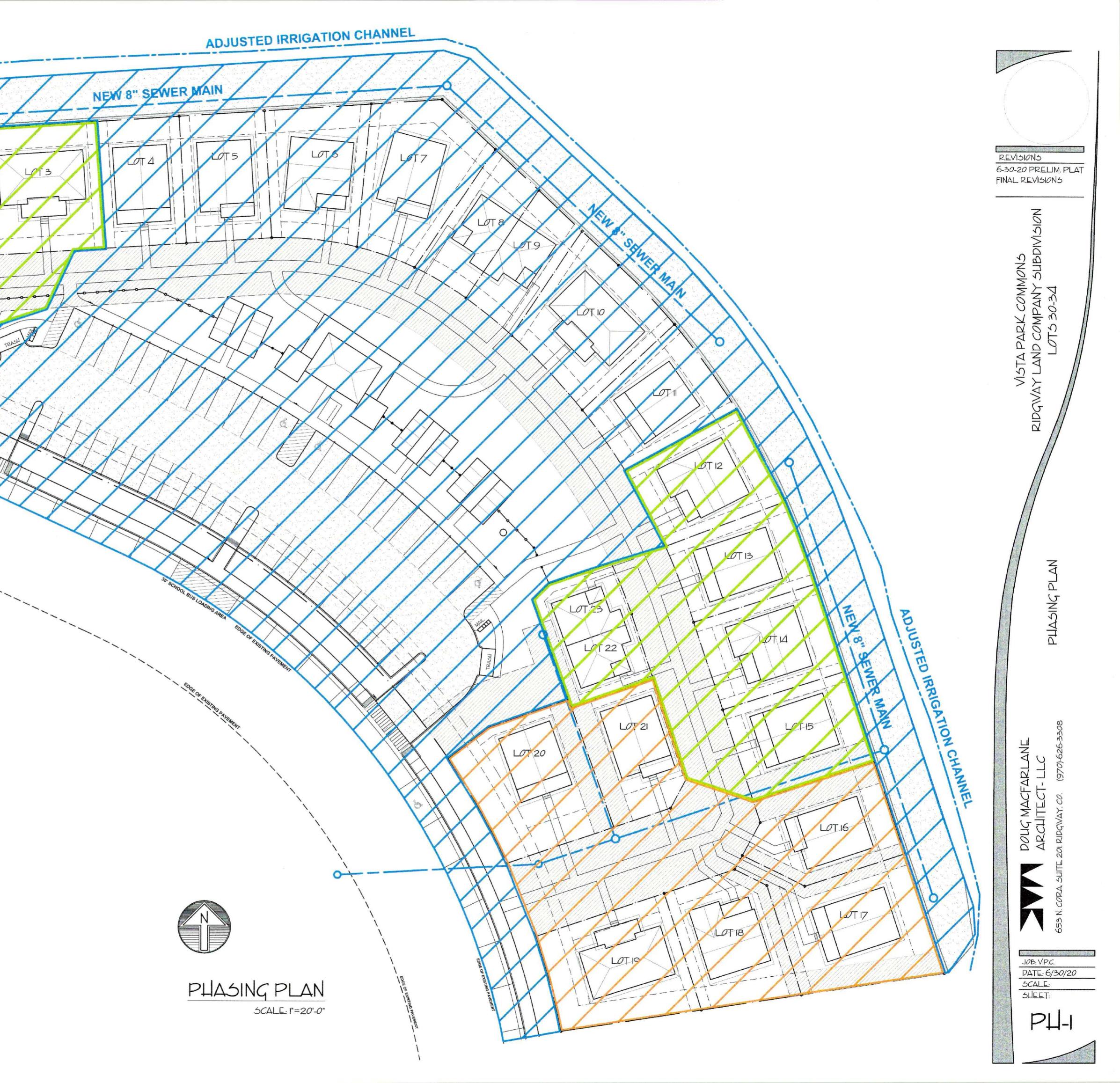
EXISTING 36 0 CMP

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EDGE OF EXISTING

All Landscape, Fencing & Irrigation within Green Hatched Area House Construction & Sales – Lots 1 thru 3, 12 thru 15, 22 & 23





DUFFORD WALDECK

744 HORIZON COURT, SUITE 300 GRAND JUNCTION, CO 81506

510 SOUTH CASCADE AVENUE MONTROSE, CO 81401

December 7, 2022

Via email only to <u>tdlubac@planstrategize.com</u>

TJ Dlubac, Contracted Planner Town of Ridgway P O Box 10 Ridgway, CO 81432

Re: Vista Park Commons Final Plat

Dear TJ:

Thank you for the phone conversation this past Friday wherein we clarified how you would like the information to be submitted to you for the Vista Park Commons Final Plat review. Please consider this as our attempt to address the outstanding issues in a format acceptable to you. As discussed, this letter is our attempt to comprehensively address all of your comments and outstanding issues in one submittal, regardless of any prior submittals.

Accordingly, I will address your recommendation of approval to the Planning Commission in the order that you presented to the Commission:

1. Applicant shall submit updated architectural designs, landscape plan, phasing plan, and as-builts to the Town to be reviewed by town staff prior to the final plat and PUD being considered by the Town Council.

Response

Updated architectural designs, phasing plan, and as-builts are submitted herewith. Applicant is requesting until December 16, 2022, to submit a revised landscape plan. Staff and the Planning Commission originally requested more green space and irrigated landscaping. We believe that a plan that emphasizes greater water conservation is more responsible to our current environmental conditions and we need a few more days to finalize that plan.

Partners Barbara R. Butler Shelly S. Dackonish William S. DeFord Nathan A. Keever Michael A. Kuzminski* Christopher G. McAnany* Annie D. Murphy*~ John R. Pierce+ Sam D. Starritt∻

Of Counsel J. David Reed

Associates Scott D. Goebel Thomas L. Long^* Arie R. Mielkus Lauren F. O'Dell*

Retired Partners William H.T. Frey Richard H. Krohn Laird T. Milburn

D. J. Dufford (1919-1998)

William G. Waldeck (1923-2009)

Also admitted in California

- + Also admitted in Oregon
- * Also admitted in Utah
 ~ Also admitted in Wisconsin
- Also admitted in Wyoming

 Practice temporarily authorized pending admission under C.R.C.P. 205.6 TJ Dlubac, Contracted Planner Town of Ridgway December 7, 2022 Page 2

2. Applicant shall address all redlines in Attachment C of this staff report and resubmit necessary plans and documents for review prior to the final plat and PUD being considered by the Town Council.

Response

Please see your comment letter dated July 18, 2022, to Joe Nelson with the Applicant's responses following Item #56 under "Redline Comments".

3. Applicant shall address all outstanding review comments in the comment letter dated July 18, 2022 and submit the necessary documentation for review prior to the final plat and PUD being considered by the Town Council.

Response

Please see your comment letter dated July 18, 2022, to Joe Nelson with the Applicant's responses interlineated between each of your numbered comments enclosed with this response letter.

Sincerely,

J. David Reed

Attachments



July 18, 2022

Joe Nelson Vista Park Development LLC 801 Chipeta Drive Ridgway, CO 81432 *E-Mail: joenel1951@gmail.com*

RE: Vista Park Commons/ Replat of Lots 30-34 Ridgway Land Company Subdivision Final Plat Review

Good Morning:

The above-mentioned application and supplemental materials were reviewed by Community Planning Strategies (CPS) and Town Staff. The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

The following items must be addressed and resubmitted to the Town to be reviewed and evaluated:

PLANNING REVIEW COMMENTS:

Final Plat:

1. Provide the below Certificate of Ownership and Dedication: Complete – See Revised Plat 12-07-22.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: [Owner Name], a Colorado [corporate structure] ("Owner"), being the owner of the land described as follows:

[Legal description of property], County Of Ouray, State Of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of [subdivision name], and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of ______, 202___. [Owner Name], a Colorado [corporate structure].

By:	
Printed Name:	
Title:	

2. Modify the Attorney's Certificate to read as follows: Complete – See Revised Plat 12-07-22.

ATTORNEYS CERTIFICATE:

I,	, an attorney at law duly lice	ensed to practice before	ore the courts of
record of Colorado,	do hereby certify that I have e	examined the Title Co	mmitment Order
Number	effective as of	at:	M. issued by
	and according to that title c	commitment, of all lar	nd herein platted
and that title to su	ch land is in the dedicator(s) a	and owners, and that	based upon my
review of said title	commitment, the property dedi	cated hereon has bee	n dedicated free
and clear of all liens	and encumbrances, except as	follows:	
Dated this	day of	, 202	

[legal counsel Name] , Attorney at Law

Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 2 of 8

3. Modify the Lien Holder's Certificates to read: Complete – See Revised Plat 12-07-22.

LIENHOLDER'S AFFIDAV IT Before a Notary Public, duly qualified and acting in and for said town, county, and state, appeared ______ known by official government-issued photograph identification to be the affiant herein, who stated the following under oath: The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. ______, hereby joins in this subdivision, any applicable subdivision improvement agreement, and the declaration of easements, property, and streets as shown hereon. Lien Holder: ______

LIEIT HOIGEL	
Name:	
Title:	

- Correct the Engineer's Certificate to add the word "and" before "are adequate to serve..." in the last sentence and remove "Registration Number" from the signature line. Complete – See Revised Plat. 12-07-22)
- 5. Modify the Certificate of Improvement Completion to read as follows: Complete See Revised Plat 12-07-22.

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the ______ Subdivision.

 Dated this ______ day of ______, 202___.

 By: ______

Preston Neill, Town of Ridgway Town Manager

6. Modify the Surveyor's Certificate to read as follows Complete – See Revised Plat 12-07-22.

SURVEYOR'S CERTIFICATE

I, [Surveyor's Name], being a Registered Lan Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

[Surveyor's Name] PLS. [PLS Number]

 Modify the Planning Commission Certificate to read as follows: Complete – See Revised Plat 12-07-22.

PLANNING COMMISSION:	

Recom	mended for approval by the Planning Commission this
day of	, 202
By:	
- / -	Michelle Montague, Town of Ridgway Planning Commission Chairperson

8. Modify the Town Council Certificate to read as follows: Complete – See Revised Plat 12-07-22.

TOWN COUN	VCIL:						
Approved	by	the	Town	Council	this	day	of
			,	202			

By:

John Clark, Town of Ridgway Mayor

9. Modify the Town Attorney's Certificate to read as follows: Complete – See Revised Plat 12-07-22.

APPROVAL OF TOWN ATTORNEY: Approved for recording with the Ouray County Clerk and Recorder's Office this ______day of ______, 202___. By: ______, Bo Nerlin, Town of Ridgway Town Attorney

10. Modify the Treasurer's Certificate to read as follows: Complete – See Revised Plat 12-07-22.

TREASURERS CERTIFICATE: According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable. Dated this ______ day of _____, 202_. By: ______ Jill Mihelich, Ouray County Treasurer Complete – See Revised Plat 12-07-22

- 11. Note 8a: The sentence as written doesn't make sense. Please modify to clearly state the intention of the note. Complete See Revised Plat 12-07-22
- 12. Provide a note with total acreage of easements and other property dedicated for public use. Complete – See Revised Plat 12-07-22.
- 13. Provide a plat note stating ownership, usage and maintenance provisions for Tract A. Complete See Revised Plat 12-07-22
- 14. Add a note stating "All construction will conform with Ridgway Municipal Code. "Complete See Revised Plat 12-07-22.
- Modify Note 7 to read, "Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5 "Outdoor Lighting regulations", as may be amended. Complete – See Revised Plat 12-07-22.
- 16. Add a note stating, "All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the ______ PUD. Where there is a conflict between the provisions of the Ridgway Municipal Code and the provisions of this PUD, this PUD shall prevail." Complete See Revised Plat 12-07-22.
- 17. Please provide a scale for all dimensions and not just contours. Scale must be at no less than 1" equals 100 feet. Complete See Revised Plat 12-07-22.
- 18. Provide two separate defined easements for the sewer and water mains. If these two easements are to be or have been defined by a separate easement document, please reference that in the notes and on the page. Applicant does not believe that this is necessary. Easements currently exist within the area reflected on the plat previously submitted and updated as of 12-07-2022 within the area designated as "Greenbelt". While the legal description of the plat does not include the Greenbelt, the plat does not attempt to designate new easements. The property is within the original plat of the Ridgway Land Company Subdivision and is subject to the Declaration of Covenants, Conditions and Restrictions of that subdivision (the "Declaration"). The area designated as "Greenbelt" on the plat contains the utilities easements as per the Declaration Section 2.1. We would be happy to further discuss this issue with staff and suggest that it might be appropriate to consult with the Town Attorney.
- 19. Easement and setback dimensions are not consistently or clearly labeled on each lot. Please provide leaders from dimension line to measurements in all areas. (See attached redlines for more explanation.) Complete See Revised Plat 12-07-22

Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 4 of 8

- 20. The "Access and Utility Easement" for Lot 17 needs to be dimensioned and a note added regarding maintenance provisions. Change the scale of the shading to allow better legibility for information within the easement. Complete See Revised Plat 12-07-22 Labeled under "Access and Utility Easement" on Plat.
- 21. Label Page 2 "As Platted" and Pages 3 & 4 "As Replatted." Complete See Revised Plat 12-07-22.
- 22. Label Redcliff Drive existing right-of-way width. Complete See Revised Plat 12-07-22.

Subdivision Improvement Agreement:

23. The SIA should reference the legal name of the development. See response to #29 below

ENGINEERING REVIEW COMMENTS:

Final Plat:

- 24. The easements dedicated to the Town should be the utility easements and the easements that are combined utility and drainage. These easements are combined and are consistent with what was required in the Preliminary Plat.
- 25. Plat Note 9 starting about half way down the note, says that the town is not responsible for damage they do as they work on utilities. I think this should be a separate note. This was part of the deal in allowing town utilities on private property with limited access points to the utility easement. The agreement was that the note cover within and on the way to the utility easement. We believe this note is complete and is consistent with what the Town previously approved... This note covers all possibilities for access & responsibility and seems best all under Plat Note 9.
- 26. How are the boundaries of the parking area and the common building and storage units to be located on the ground? Are the bulb outs in the parking design or as constructed? These dimensions and coordinates are shown on pages S-1.1, S-1.2 & S-1.3 of the Civil Drawings.
- 27. Is the relocated ditch shown the plat shown at the design or as constructed location? The latter is required. It is shown at its constructed location.
- 28. How does one locate dimensions for the ditch on the ground. There are bearings and distances between the angle points listed but I did not find where it starts. Would coordinates be a better way to lay this out? If one has a bust somewhere in the layout of the 40 points everything else from the oops will be wrong. All coordinates are shown on page 3 of 4 on the Plat.

<u>Subdivision Improvement Agreement:</u> (David & Bo)

- 29. Is this our standard form? I don't remember there being recitals on our form and other provisions seem weird. If this is not our form, do we want to tell them it needs to be on the Town form? Legal counsel for the Applicant has consulted with legal counsel for the Town regarding the Subdivision Improvements Agreement ("SIA"). Town legal counsel has advised that he is drafting the SIA. This is acceptable to the Applicant. According to Town legal counsel, Town staff needs to provide a list of improvements to be included within the SIA as well as a dollar amount required for each improvement to be included in the irrevocable letter of credit.
- 30. My questions / comments are in comments and track changes on the attached doc file.
- 31. Can't put comments or edit Exhibit Bo f the SIA. I read RMC 7.4 etc SIA (B) (1) to include all drainage. I think that includes getting the curb and gutter installed. Drainge, Curb & Gutter, and asphalt paving at roadway is complete. The Moody Ditch needs sealed to protect from undermining the sewer. This will be done in spring when we can divert the water... This poses no threat to sewer line... as the sewer line is a sealed system and has been fully pressure tested. This should be part of the requirements for the sewer. Patching the water and sewer crossings to me is part

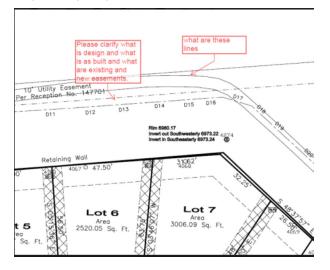
Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 5 of 8

of the utility work and should be done before final plat is done. (Hopefully the C&G, the parking, and the patching are done.) All asphalt paving & patching is complete.

- 32. The list says gas is complete and says they decided to go all electric. Was this change approved by the Town. This is supposed to be affordable housing. Not offering gas could be contrary to that goal. Natural Gas is being disincentivized by SMPA and discouraged by many municipalities, hence no natural is provided)
- 33. The parking lot improvements should be required to be completed before any buildings get a CO. Same with the internal walks. Yes, this would be the normal requirement. These are improvements that needed to use the units. The parking is not only parking and the walks are the only way to get stuff from the parking area to the units. I think they should be secured. All walks are complete.
- 34. Street lighting is a required improvement for final plat. I believe this should be a secured improvement. No street lighting is required on town road... The parking lot light has been proposed to be on SIA list.
- 35. Rail fence is part of the landscaping and should be secured. Rail Fencing is 75% complete... and will be completed between homes after homes are built and prior to CO.
- 36. Don't know if the landscape numbers are reasonable. We believe the landscape numbers are adequate as we build with our own crews.
- 37. Once we agree on what needs secured (and once we check what has been completed in the last few weeks later this week), I can work on whether the dollar amounts listed are reasonable.

Asbuilt Surveyed 3-22:

38. Not sure what these sheets are so did not spend much time on them. Do have the following questions for pg 1 These pages are the surveyed locations & coordinates for water meters / curb stops / corp stops / manhole coordinates / clean-outs / and other utility locations.



39. Noticed that there are point numbers and coordinate for meters, cleanouts, valves, curb stops, etc. Somehow this inform needs to be coordinated with the utility as builts. We believe this is more clear this way, on separate sheet, as there is already a major amount of information on the Utility's sheets.

<u>Utility As Builts:</u>

Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 6 of 8

- 40. I am not seeing any way to locate any of the utilities on the ground. They should refer to the Town standards for requirements for as builts. For example, plans need stations and depths (at tap and at curb stop) for water services from water valves and station and depths at main and clean out for sewer services from manholes. They should have swing ties to valves, fittings, and manholes, etc. Some of this info can be provided in tabular form to keep the drawings from being too cluttered and somehow combined with the info on the As built surveyed sheets. We also need cad and shape files once the as builts are complete. Please see "As-Built" Surveyed Plat as noted in line 38 above.
- 41. Did not find plan and profile sheets including as as builts. Please see page U-1.2 of the Civil drawings for profile change to Sewer Line VP-1.
- 42. Are the distances, slopes, changes in depth, and manhole angles shown on the as builts design data or as constructed data. The latter is required. Please see "As-Built Surveyed Plat as noted in line 38 above.
- 43. For clarify the main line irrigation should be the same color as the distribution irrigation lines, not the same color as the potable water line. Please note that the irrigation line has a different format than water line... and we don't have another color available.
- 44. Did not find storm water shown on the as builts. Storm water is per original plan and included in latest as builts submittal.
- 45. The design utility plans show gas service to every lot. The As builts show no gas to the development. Did they not extend gas to the lots? If so, did the Town approve that change? Gas is a utility that is supposed to be in place before final plat (not covered by SIA). Please see response to #32 above.
- 46. The electrical lines shown on the as builts deviate quite a bit from the design drawings. A major change is that the service lines to each building were previously shown separated enough that you could likely access one service line without damaging the other. Now most are shown very close together. I am not aware of the Town having approved these changes. The electric systems are designed by San Miguel Power... San Miguel Power supervised & inspected the complete installation, for alignment & depths, and would not have authorized our power to be turned on if there was any problem... SMPA also owns the system. The locations of lines, transformers, pedestals are all shown and located on the civil drawings.
- There are several different electrical line types on the plans. These should each be defined in the legend. Primary lines are shown with longer dashed line – Secondary lines are shown with close dashed lines and reflected in the legend.
- 48. A very significant change in electrical layout is the addition of electrical service lines in the easement for VP line 3 sewer line. What is the separation between the electrical and sewer. I don't believe the Town approved adding the electrical to this easement. These service lines are secondary... and have more than 5' separation from sewer, as required, inspected by San Miguel Power and Mike Jenkins on behalf of the town.
- 49. Are lots 16 and 17 served off a single electrical service line most of the way to lot lines. If so what are the maintenance arrangements? Lots 16 & 17 are served by 1 secondary common line to a pull box, as all other lots, One pull box serves 2 homes in all cases. This was designed, inspected, and approved by San Miguel Power who is also responsible for maintenance.
- 50. How close are the electrical service lines to the irrigation service lines in various locations? No closer than 3' in 2 locations near Lot 17 easements... the balance of Irrigation lines are located from 32'-55' from electric service lines.

Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 7 of 8

- 51. At least some of the rear setback lines are also utility easement lines. Where that is the case should both be called out? These are shown on the Civil Plans Pages S-1, S-1.2, S-1.3.
- 52. Irrigation layout also looks to deviate from the design layout in places. What is the separation between the potable water services and the irrigation services for Lots 22 and 23? Irrigation Main Line Loop Layout Changes are shown on page U-1 of Civil Drawings. The irrigation line crosses perpendicular to the Potable Water Lines with the Potable at 5' depth and 18" depth for the irrigation line... giving us a 3'6" vertical separation... as required.
- 53. It looks like two lots are served from a single irrigation box. If that is the case is there a joint maintenance agreement? The irrigation Line is owned by the HOA, by which all houses are served and will be maintained by the HOA.
- 54. These docs will need a top down review again when they are closer to what is required. There is so much that needs done now, some things were likely missed. Also I did not look at the docs not listed above. Submitting 12-7-22.
- 55. Please let me know if you have questions or would like this in a different format. (Did not think there would be this much when I started).

REDLINE COMMENTS:

- 56. Please review and provide adequate amendments to address all redline comments in the attached documents.
- Redlines on plat referred to here:

Page 1- Addressed and corrected in revised plat dated 12-7-2022.

Page 2 – No redlines therefore no changes required.

Page 3 & 4 -

All building setbacks and coordinates are complete, as agreed to by TJ Dlubac on 11-18-2022.

The 4" service lateral to the main building traverses property owned by the HOA and the main building is also owned by the HOA (common owners) and therefore no easement is necessary.

The Greenbelt issue is dealt with in Item #18 above.

The fire hydrant issue has a designated easement as shown on the revised plat dated 12-7-22.

Please provide a written response detailing how each of the comments provided are being addressed in addition to making necessary amendments to the submittal materials. Upon resubmittal of these documents, a *second round of review* by town staff and consultants will be necessary *prior to the application* being scheduled for consideration by the Town of Ridgway Planning Commission at a public hearing.

If you have any questions, please don't hesitate to reach out to me at (970) 744-0623 or TDlubac@PlanStrategize.com.

We look forward to receiving the revised documents and bringing this project to fruition.

Sincerely,

COMMUNITY PLANNING STRATEGIES, LLC

Town of Ridgway Vista Park Commons Final Plat July 18, 2022 Page 8 of 8

J. D. lu

TJ Dlubac, AICP Contracted Town Planner

Encl: CPS Final Plat Redlines Combined SIA Redlines

Cc: Jack Young, Vista Park Commons, LLC Preston Neill, Town of Ridgway Town Manager Joanne Fagan, Town of Ridgway Town Engineer



January 20, 2023

J. David Reed Dufford Waldeck Law 510 South Cascade Ave Montrose, CO 81401

E-Mail: reed@dwmk.com

RE: Vista Park Commons/ Replat of Lots 30-34 Ridgway Land Company Subdivision Final Plat Review

Good Morning:

The above-mentioned application and supplemental materials were reviewed by Community Planning Strategies (CPS) and Town Staff. The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

The following items must be addressed and resubmitted to the Town to be reviewed and evaluated:

PLANNING REVIEW COMMENTS:

<u>Final Plat:</u>

1. Provide the below Certificate of Ownership and Dedication:

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: [Owner Name], a Colorado [corporate structure] ("Owner"), being the owner of the land described as follows:

[Legal description of property], County Of Ouray, State Of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of [subdivision name], and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of ______, 202___. [Owner Name], a Colorado [corporate structure].

By	:
Dri	nto

Printed Name: ______

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Thank you for adding the above note. Upon further evaluation of this standard note, the Town has amended the standard certificate of ownership and dedication to be slightly amended. Please amend the certificate as follows:

"[Legal description of property], County Of Ouray, State Of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of [subdivision name], and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon." *Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 2 of 9*

2. Modify the Attorney's Certificate to read as follows:

ATTORNEYS CERTIFICATE:

I, ______, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment Order Number ______ effective as of ______ at __:____.M. issued by ______ and according to that title commitment, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows: Dated this ______, 202_.

[legal counsel Name] , Attorney at Law

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

3. Modify the Lien Holder's Certificates to read:

LIENHOLDER'S AFFIDAV IT

Before a Notary Public, duly qualified and acting in and for said town, county, and state, appeared ______ known by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. ______, hereby joins in this subdivision, any applicable subdivision improvement agreement, and the declaration of easements, property, and streets as shown hereon.

Lien Holder:	
Name:	
Title:	

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

4. Correct the Engineer's Certificate to add the word "and" before "are adequate to serve..." in the last sentence and remove "Registration Number" from the signature line.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

5. Modify the Certificate of Improvement Completion to read as follows:

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the ______ Subdivision.

Dated this ______ day of ______, 202___. By: ______

Preston Neill, Town of Ridgway Town Manager

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

6. Modify the Surveyor's Certificate to read as follows

SURVEYOR'S CERTIFICATE

I, [Surveyor's Name], being a Registered Lan Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 3 of 9

Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

[Surveyor's Name] PLS. [PLS Number]

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

7. Modify the Planning Commission Certificate to read as follows:

PLANNING COMMISSION:	
Recommended for approval by the Planning Commissio	n this
day of, 202	
By:	

Michelle Montague, Town of Ridgway Planning Commission Chairperson

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

8. Modify the Town Council Certificate to read as follows:

TOWN COU	NCIL:						
Approved	by	the	Town	Council	this	day	of
	-		/	202		-	
By:							

John Clark, Town of Ridgway Mayor

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed

9. Modify the Town Attorney's Certificate to read as follows:

APPROVAL OF TOWN ATTORNEY: Approved for recording with the Ouray County Clerk and Recorder's Office this ______day of ______, 202___. By: ______,

Bo Nerlin, Town of Ridgway Town Attorney

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed

10. Modify the Treasurer's Certificate to read as follows:

TREASURERS CERTIFICATE: According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable. Dated this ______ day of _____, 202__.

By: _____

Jill Mihelich, Ouray County Treasurer

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

11. Note 8a: The sentence as written doesn't make sense. Please modify to clearly state the intention of the note.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 4 of 9

12. Provide a note with total acreage of easements and other property dedicated for public use.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This note was not noticed in our review. Please point out the page number and location of where this comment was addressed.

13. Provide a plat note stating ownership, usage and maintenance provisions for Tract A.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

14. Add a note stating "All construction will conform with Ridgway Municipal Code. "

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

15. Modify Note 7 to read, "Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5 "Outdoor Lighting regulations", as may be amended.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

16. Add a note stating, "All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the ______ PUD. Where there is a conflict between the provisions of the Ridgway Municipal Code and the provisions of this PUD, this PUD shall prevail."

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

17. Please provide a scale for all dimensions and not just contours. Scale must be at no less than 1" equals 100 feet.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: The numbers of the scale bar are still not shown on Sheet 2. Please update the scale bar to be similar to the scale bar identified on Sheet 3.

18. Provide two separate defined easements for the sewer and water mains. If these two easements are to be or have been defined by a separate easement document, please reference that in the notes and on the page.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Thank you for adding the easement to Sheet 4 of the Plat set. Since the easement is not overlaid on the utility plan (Sht. U-1), we are unable to verify that the water line and hydrant are located within the easement. Please provide an exhibit or another illustration confirming that the improvements are located within the described easement.

19. Easement and setback dimensions are not consistently or clearly labeled on each lot. Please provide leaders from dimension line to measurements in all areas. (See attached redlines for more explanation.)

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

20. The "Access and Utility Easement" for Lot 17 needs to be dimensioned and a note added regarding maintenance provisions. Change the scale of the shading to allow better legibility for information within the easement.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 5 of 9

21. Label Page 2 "As Platted" and Pages 3 & 4 "As Replatted."

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Not addressed. Remove "As Replatted" note on the top right of Sheets 3 and 4.

22. Label Redcliff Drive existing right-of-way width.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

Subdivision Improvement Agreement:

23. The SIA should reference the legal name of the development.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This comment is being addressed through the review and updates to the SIA which are currently being circulated and reviewed by the team based on conversations between legal counsel for the Town and the developer. Comments provided in this comment letter will be addressed through the review of the SIA directly.

ENGINEERING REVIEW COMMENTS:

Final Plat:

24. The easements dedicated to the Town should be the utility easements and the easements that are combined utility and drainage.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: The response doesn't completely address the concern raised. This comment should be adequately addressed with the proposed amendments to the Certificate of Ownership and Dedication language in Comment #1 of this letter.

25. Plat Note 9 starting about half way down the note, says that the town is not responsible for damage they do as they work on utilities. I think this should be a separate note. This was part of the deal in allowing town utilities on private property with limited access points to the utility easement. The agreement was that the note cover within and on the way to the utility easement.

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Town 1/20/2023 Review Response based on 12/7/2022 submittal: The response doesn't address the concern raised. Sheets 3 and 4 currently only identify bearings and distances for each segment of the ditch's centerline. The centerline needs to be "tied" to a monument in order to be duplicated and located on the ground. Please provide a "tie" (a bearing and distance from a point on the *Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 6 of 9*

centerline of the ditch to a point on the boundary of the plat.) which will allow the centerline to be duplicated and located.

Subdivision Improvement Agreement:

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comments 29 – 37 are being addressed through the review and updates to the SIA which are currently being circulated and reviewed by the team based on conversations between legal counsel for the Town and the developer. Comments provided in this comment letter will be addressed through the review of the SIA directly.

- 29. Is this our standard form? I don't remember there being recitals on our form and other provisions seem weird. If this is not our form, do we want to tell them it needs to be on the Town form?
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As-built Surveyed 3-22:

38. Not sure what these sheets are so did not spend much time on them. Do have the following questions for pg 1

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This noted pages were not found in our review. Please point out the page number and location of where this comment was addressed.

39. Noticed that there are point numbers and coordinate for meters, cleanouts, valves, curb stops, etc. Somehow this inform needs to be coordinated with the utility as builts.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 7 of 9

Utility As Builts:

40. I am not seeing any way to locate any of the utilities on the ground. They should refer to the Town standards for requirements for as builts. For example, plans need stations and depths (at tap and at curb stop) for water services from water valves and station and depths at main and clean out for sewer services from manholes. They should have swing ties to valves, fittings, and manholes, etc. Some of this info can be provided in tabular form to keep the drawings from being too cluttered and somehow combined with the info on the As built surveyed sheets. We also need cad and shape files once the as builts are complete.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This noted pages were not found in our review. Please point out the page number and location of where this comment was addressed.

41. Did not find plan and profile sheets including as as builts.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

42. Are the distances, slopes, changes in depth, and manhole angles shown on the as builts design data or as constructed data. The latter is required.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This noted pages were not found in our review. Please point out the page number and location of where this comment was addressed.

43. For clarify the main line irrigation should be the same color as the distribution irrigation lines, not the same color as the potable water line.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

44. Did not find storm water shown on the as builts.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: This noted pages were not found in our review. Please point out the page number and location of where this comment was addressed.

45. The design utility plans show gas service to every lot. The As builts show no gas to the development. Did they not extend gas to the lots? If so, did the Town approve that change? Gas is a utility that is supposed to be in place before final plat (not covered by SIA).

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

46. The electrical lines shown on the as builts deviate quite a bit from the design drawings. A major change is that the service lines to each building were previously shown separated enough that you could likely access one service line without damaging the other. Now most are shown very close together. I am not aware of the Town having approved these changes.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

47. There are several different electrical line types on the plans. These should each be defined in the legend.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 8 of 9

48. A very significant change in electrical layout is the addition of electrical service lines in the easement for VP line 3 sewer line. What is the separation between the electrical and sewer. I don't believe the Town approved adding the electrical to this easement.

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

49. Are lots 16 and 17 served off a single electrical service line most of the way to lot lines. If so what are the maintenance arrangements?

Town 1/20/2023 Review Response based on 12/7/2022 submittal: The response doesn't address the concern raised. Please describe who is responsible for maintaining the electrical line between the transformer and the circle (pedestal?) where the line clearly splits into service lines. Is it SMPA, the HOA, or homeowner? Depending on the answer, a plat note may be necessary to ensure the responsible party is aware of maintenance obligations.

50. How close are the electrical service lines to the irrigation service lines in various locations?

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

51. At least some of the rear setback lines are also utility easement lines. Where that is the case should both be called out?

Town 1/20/2023 Review Response based on 12/7/2022 submittal: The response doesn't address the concern raised. Sheet 3 identifies the northern side of lots as both a 10' drainage easement and a 10' rear yard setback.

52. Irrigation layout also looks to deviate from the design layout in places. What is the separation between the potable water services and the irrigation services for Lots 22 and 23?

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

53. It looks like two lots are served from a single irrigation box. If that is the case is there a joint maintenance agreement?

Town 1/20/2023 Review Response based on 12/7/2022 submittal: Comment addressed.

COMMENTS RESULTING FROM OUR REVIEW OF RESUBMITTED MATERIALS:

- 54. Please remove the "Dedicated to the Town as utility easement" notation on Sheets 3 and 4 in relation to the Greenbelt tract to the east and north of this plat boundary (See redlines). This would resolve previous concerns with dedicating easements outside of the plat boundary.
- 55. The following Comments are related to the landscape plan:
 - a. Section 7-7-11(B)(1) of the RMC prohibits cottonwood trees that bear cotton. Please confirm that the two species of cottonwood trees being proposed (lance leave cottonwood and long leave cotton wood) meet this standard.
 - b. There is significant reduction in the amount of area that was originally identified as being "seeded grass area" on the Preliminary Plat and area that is proposed with the final plat. Please provide calculations on the amount of total landscaped area being provided and the amount of both live and non-live ground cover being provided in the landscape plan being provided with the final plat.

Town of Ridgway Vista Park Commons Final Plat January 20, 2023 Page 9 of 9

- c. The Landscape plan states that 85 trees and 212 shrubs are being proposed. Upon counting of each proposed on the submitted plans, it appears that there are 72 trees being provided on the area being subdivided, 17 trees in the adjacent greenbelt space, and 163 shrubs. Please verify the number of trees and shrubs being proposed is accurate.
- d. Required trees cannot be planted on the adjacent greenbelt. Please remove all trees depicted on adjacent properties.
- e. Section 7-7-7(E) of the RMC requires species diversity based on the number of required trees. Please provide the number of each species being proposed once the numbers are updated per comment above and ensure the percentage is in line with the species diversity table.

If you have any questions, please don't hesitate to reach out to me at (970) 744-0623 or TDlubac@PlanStrategize.com.

We look forward to receiving the revised documents and bringing this project to fruition.

Sincerely,

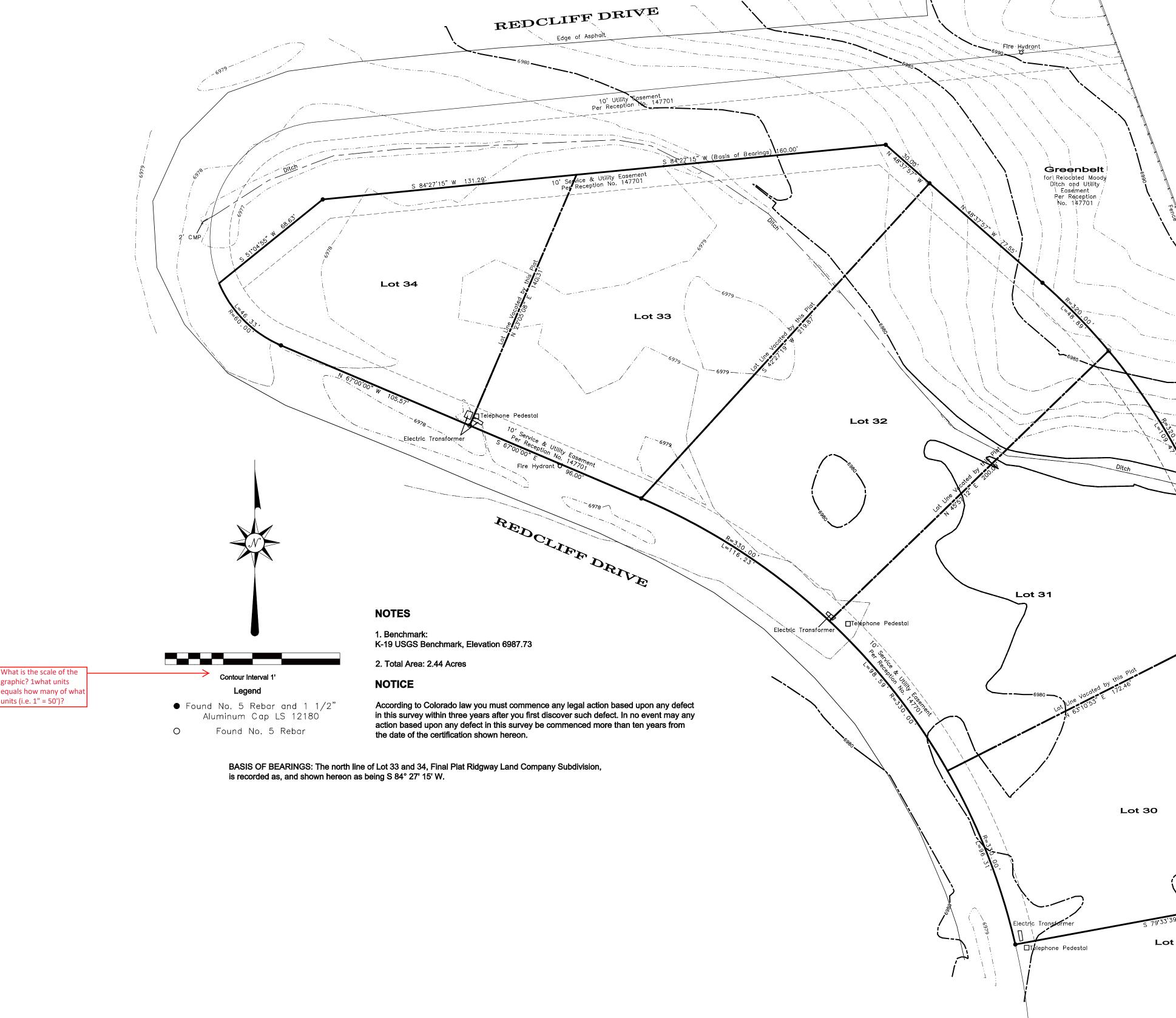
COMMUNITY PLANNING STRATEGIES, LLC

1 Dollar

TJ Dlubac, AICP Contracted Town Planner

Encl: CPS Final Plat Redlines

Cc: Jack Young, Vista Park Commons, LLC Joe Nelson, Vista Park Commons, LLC Preston Neill, Town of Ridgway Town Manager Joanne Fagan, Town of Ridgway Town Engineer

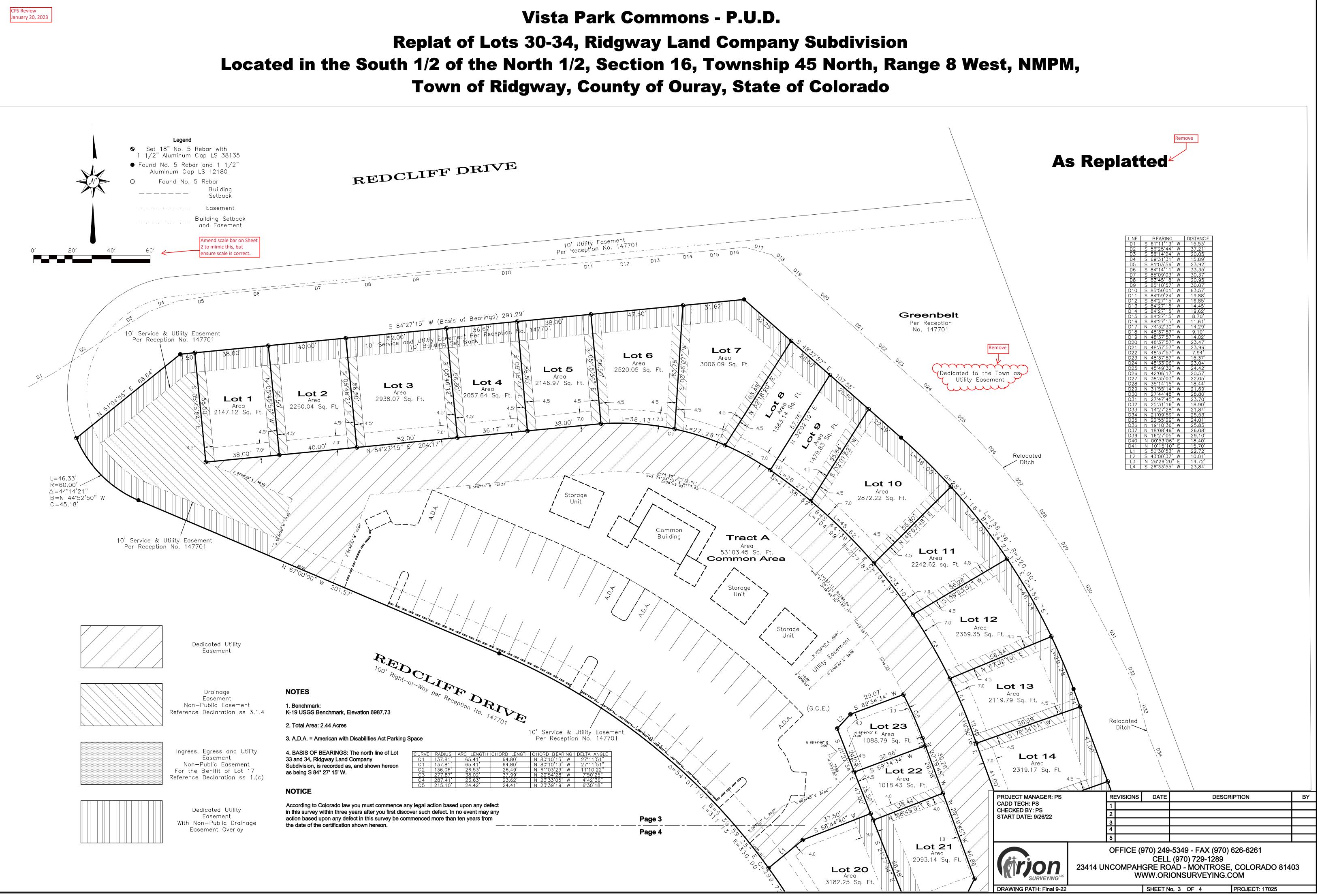


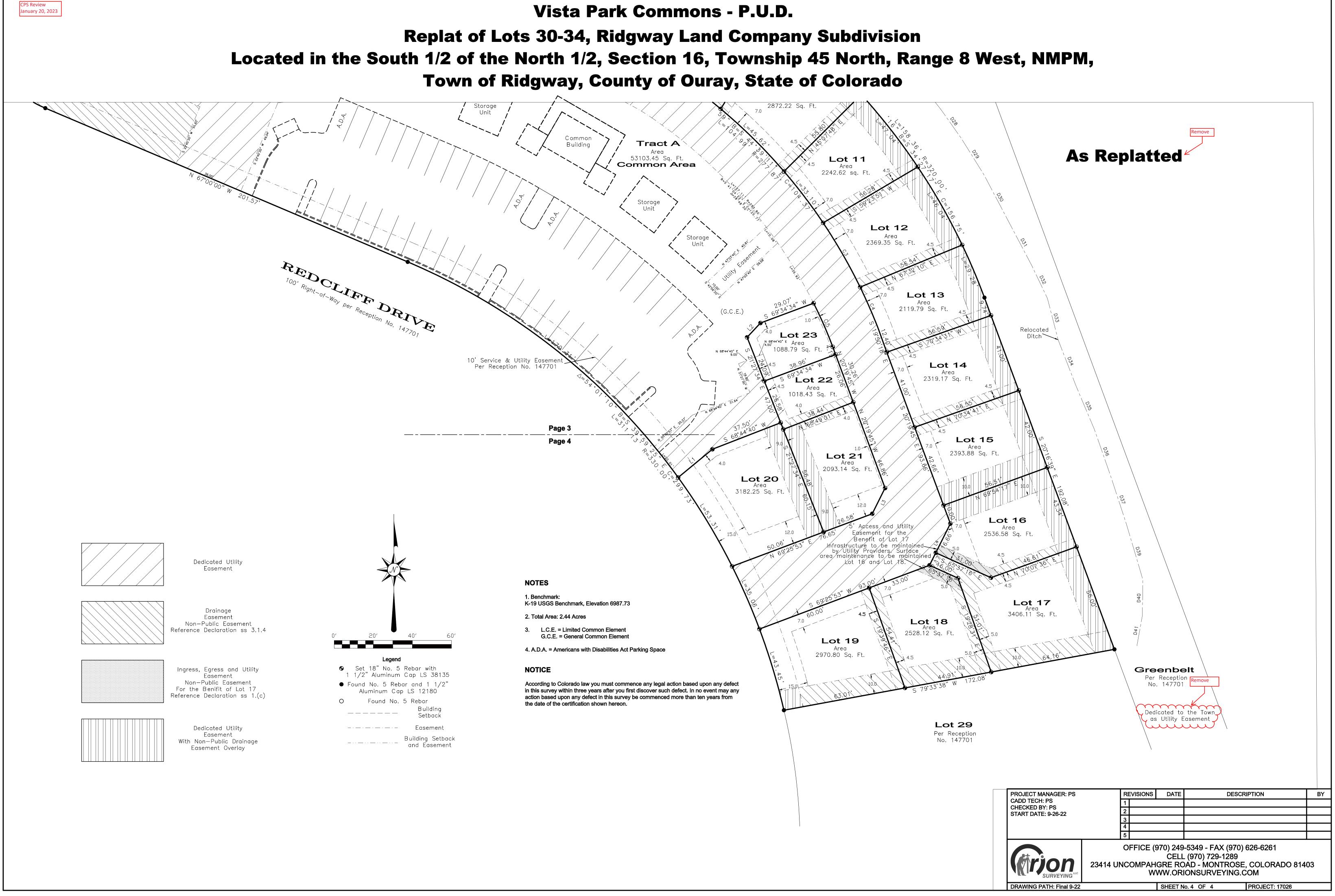
Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado Lot Line Vacation and Topographic Information

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DRAWING PATH: Preliminary Plat 9-19 SHEET No. 2 OF 4 **PROJECT: 17025**





STAFF REPORT

Subject: Legal:	Preliminary Plat Submittal Ridgway Land Company Subdivision Lots 30-34
Address:	TBD Redcliff Drive
Parcel #s:	430516402012, 430516402011, 430516402010, 430516402009, 430516402008
Zone:	General Commercial
Applicant:	Vista Park Development. LLC c/o F. Guthrie Castle
Owners:	Ridgway Land Co. c/o Robert Hunter
Initiated By:	Shay Coburn, Planner
Date:	August 9, 2019

BACKGROUND

Applicant seeks preliminary plat review of a proposed subdivision, Vista Park Commons. This development is proposed to be located the east side of Highway 550 in the Ridgway Land Company Subdivision. The property is accessed from Hunter parkway along Redcliff Drive. The development will span five existing vacant lots encompassing approximately 2.4 acres or 106,471 square feet.

The proposed development plan includes 23 residential units/lots in 21 buildings which are mostly stand-alone single-family units with 2 duplex buildings. It also



includes shared parking, storage, open spaces and a community building. This property is zoned General Commercial.

The applicant had an informal discussion with the Planning Commission in October of 2016, then two sketch plan reviews with the Planning Commission, first on January 3, 2017 then again on August 25, 2017. The applicant had a preliminary plat hearing with the Planning Commission July 31, 2018 where the Commission continued the hearing until all deficiencies noted in the staff report were addressed. The Applicant then returned to the Commission on September 25, 2018 to address some of the deficiencies and to get direction in a few key areas, the hearing was continued. The Applicant returned to the Planning Commission on June 25, 2019 where the preliminary plat application was recommended for approval to the Town Council with all of the conditions in the staff report to be completed before having a hearing with Council. While not all of the conditions were addressed, the remaining items are mostly engineering details.

Present with this submittal are the following documents:

- 1. Planning & Zoning hearing application
- 2. Preliminary plat map (revised after June PC meeting)

- 3. Plans including: Site, grading, utilities and civil plans, landscaping, phasing (revised after June PC meeting)
- 4. Articles of Organization
- 5. By-laws of Vista Park Commons HOA
- 6. Declaration of Covenants, Conditions and Restrictions for Vista Park Commons
- 7. Mineral rights certification
- 8. Geotechnical Engineering Study
- 9. Geologic Hazards and Preliminary Geotechnical Engineering Study
- 10. Hydrant location and flow test
- 11. Water and sewer flow calculations
- 12. Storm water calculations
- 13. Irrigation ditch improvement plan (new)
- 14. Architectural plan sets
- 15. Email from Army Corps regarding relocating the Moody Ditch
- 16. Issued CDOT Access Permit
- 17. Utility provider letters
- 18. Gravelpave² information (new)
- 19. Mail box type and location information (new)
- 20. Infrastructure costs and SIA items (new)

This public hearing has been noticed and the property posted.

CODE REQUIREMENTS AND ANALYSIS

RMC 7-4-5(B) Preliminary Plat

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

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

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

- (c) The location and dimensions of all existing and proposed streets, alleys and easements, street lights, street signs and other improvements.
 - The easements and dedication language on the plat need to be cleaned up. These easements should also be reflected the same on the civil plans. Some things that need to be looked at include:
 - The "Dedicated Utility and Drainage Easement" between lots 15 and 16 does not seem to be dedicated to the Town and there is a sewer main going through that easement area.
 - The "Dedicated Utility and Drainage Easement" north of lot 21 is to access a sewer main running between lots 21 and 21. Not sure that it is properly dedicated to the town.
 - What is 4(ii) "Service and Utility Easements"? I do not see that on the map.

- The drainage easement behind lot 20 on page C-1 is not on the plat map. The utility and drainage easement north of lot 21 and between lots 21 and 22 on the plat are not on page C-1.
- (d) The location of water courses, including lakes, swamps, ditches, flood prone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.
 Need dimensions, bearings, distances, etc. for the relocated ditch on pages 3 and 4 of the plat map. Also ensure it matches the civil plans.
- (e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.
 - Need to fix the rear setback on lot 23 to match between the plat map and the civil set.
 - Development team needs to either call out where separation will be needed between utilities or at least enhance the note on U-1 to include specific separation requirements.
- *(f) Five foot elevation contours at a minimum.* Received.
- (g) Any building setback lines, height restrictions, or other building or use restrictions. Need to delete the setback lines that continue beyond where needed on lots 18-21.
- (h) A vicinity sketch map. Received.
- (i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.

No property is proposed to be dedicated to the Town other than the easements for utilities.

- (6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:
 - (a) Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.
 - The Applicant is proposing a new sanitary sewer main that will loop around the east side of the property. This will be dedicated to the Town.
 - Applicant will need to work with Town Public Works staff to identify where the sewer tap is that will be used for the common house. The coordinates for this line need to be added to the plans.
 - (b) Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.
 - Central walkway and utility easement area The Town and other utility providers will need to get heavy equipment in this area to maintain utilities.
 - The walkway is labeled as 5' concrete, what is the remainder of the area made of? If a utility
 provider drives in these areas to do maintenance, will the grass have depressions from the
 tires? If so, is there a plat note to address that repairs are the HOA's responsibility, not the
 utility providers?
 - The slopes on the walkway need to be corrected.
 - Please delete gate valve by lot 10 and add 3 to the tee for the new hydrant to facilitate flushing.

- Please add a note to Sheet U-1 that says the coordinates are on U-1.4 and 1.5. It would be helpful for U-1.4 and 1.5 to be in color for final documents to town and the contractor.
- The utilities near lots 17 and 18 are very tight and will be difficult to navigate when maintenance is needed. Has the applicant considered switching this duplex on lots 17 and 18 with a single unit? This could solve the phasing issue with the affordable unit discussed below as well.

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

- Stormwater Management The following needs to be addressed:
 - Need adequate information to layout the pond.
 - Need the calculations used to determine the volume of the pond to be constructed and the inflow and outflow rates.
 - Need sizing and calculations that demonstrate the correct flows will be detained. Are there multiple orifices? What size, elevation, entry conditions? What is designed to come out of each with how much head? Etc. Please clarify the note on sheet C-1 about the 4" outlet control.
 - Revised calculations that:
 - o Assume no detention in the Moody Ditch
 - Show the amount of paved surface that will drain to the inlet on Redcliff. (The area looks to be 14,840 using 28' wide by 530' long).
 - The volume of the Moody Ditch in the calculations is a 3 ft x 1 ft rectangle. That is not consistent with shape shown in the cross sections. Please clarify taking into account what the contractor can build, how the liner needs to be installed and what the shape will look like after water runs through it.
 - Provide a profile including information of the road structure along the access easement for the spillway area. The concerns include that drip to the spillway not be too steep for equipment and that water running through the spillway not erode or otherwise damage the road.
 - What are the typical and peak flow in the Moody Ditch? For peak flow I would assume it's the amount the Ditch is allowed to divert or higher since when there is no call to some extent there is no limit on what can be diverted. Ditch diversion records might be a source of this information.
 - The inlet needs to be 4' x 4' outside dimension box.
 - As submitted, there does look to be room for the 12" pipe in the inlet box. Please provide a detail for that.
 - Please clarify 12" pipe material. I am not seeing that it is available in schedule 40.
 - Please provide a profile (or frequent spot elevations including critical points) for the Moody ditch from the outfall of the VPC pond to the irrigation pond. I am not seeing the need to lower the culvert under Redcliff, but more information should explain whether or not that is needed.
 - Please provide a detail for the EPDM installation that addressed the bedding and anchoring. Also address how the ditch can be cleaned with liner installed.
 - Please provide curve information to layout the ditch between the spot elevations.
- Sewer easement area
 - Please provide the depth of cover proposed for the 4" pipes through the sewer easement. Spot elevations can be provided for each lot. Concerns include depth of cover for the pipe and whether the pipes will daylight above the normal high flows in the ditch.

- Please provide the pipe material type and bedding proposed for the 4" pipes. The concern is that heavy equipment not crush the pipes.
- The detail for the retaining wall shows the swale between the lots draining into the screen rock behind the wall. Please explain whether that as the screen rock silts in it will adversely impact the retaining wall.
- The developer should confirm that the height the retaining wall does not exceed the three tiers referenced on the plans.
- What is the foundation for the retaining wall? How is the wall restrained? What drains the moisture that accumulates behind the wall away from the drain swales?
- The topo lines on the north side of the ditch show an 80 contour at the edge of the access road and a flow line of +/- 75. Scaling the length this works out to be steeper than 1:1 against the edge of the road. That is extreme steep for slope against a road raising erosion and safety concerns. We thought we had agreed that slope would not be steeper than 4:1.
- There are discrepancies between the S and C sheets for the road structure for the easement. When staff met with the development team, it was decided that the plans would call for 12" of Class 2, but that Town staff would check the subbase material and if it is pit run material the Town would allow the 12 to be reduced to 6" of Class 2. Please be sure all the plan locations that shown the sewer easement structure reflect that. In reviewing the parking lot structure, Town staff is wondering if the grasspave material and structure would be a good solution for the sewer easement.
- The cross slope for the sewer easement says 2% (5% maximum). Please clarify how the contractor know what to building where trying to keep the slope as close to 3% as possible.
- Need to verify location of water line in Redcliff Drive near the greenbelt to ensure the ditch relocation can work okay.
- The development team said they would add a drain box to the south side of the south bulbout in the parking area to facilitate draining but staff is not finding it on the plans.
- (d) Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bikepaths and walkways showing the grade and cross section, and plans for any other proposed public improvements. (Ord 12-2008)
 - No public streets are proposed.
 - Planning Commission recommends that the 5.5' to 6' sidewalks be approved. While our standards require 8' minimum width in the General Commercial district and 5' for residential districts. This is a residential development so the 5.5'-6' width seemed adequate to the Commission.
 - Add a note to the plans that the detectable warnings are cast-iron. Please provide spot elevations on the corners of the ADA ramps that show that the ADA slope will not be exceeded.
 - Along Redcliff Drive right-of-way, the slopes for the asphalt to face of gutter are not accurate for how it can be built. The curb and gutter should be built first so the asphalt can be built accordingly matching the face of the gutter and the existing asphalt.
 - Need elevations on all corners of the valley pans and at the grade break for the sidewalk. Please delete the sidewalk portion of the typical drawing on sheet C-1 and just call out the sidewalk as 6" thick with fiber mesh.
 - More information is needed to layout and build this project. For example, there are still a lot of places with coordinate and no elevations and vice versa.
 - Need dimensions to define curves along the parking area and the Redcliff Drive right-of-way.

(e) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of CRS 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to CRS 24-6402(7). (Ord 4-2009)

Substantially met.

- (f) Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.
 - The declarations will need a final review by the Town Attorney.
 - The Applicant agreed to do a maintenance agreement with RUSA for the sewer easement area and the ditch. Applicant is still working on this. Will want to cross reference on plat and record with final plat.
- (g) A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.
 - How will the required ADA aisles in the parking area be marked? How will all parking spaces be marked? Need to add note on section that aggregate subbase needs to be compacted to 95% standard proctor. Has to be stapled properly and filled properly.
- (h) Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.

Town Staff worked with the applicant to submit for Access Permit. The permit was received from CODT with a notice to proceed and no additional improvements were necessary.

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

Is the irrigation line already to the property or the greenbelt? If not, how will it get there? Note that the applicant mentioned to staff that they would like to install their own pump from the pond to run their irrigation system. Staff has not seen any plans for this and believes that these details will need to be worked through with the RUSA to install the pump and ensure there are proper easements for lines.

(I) A list of proposed uses for each lot consistent with Town Zoning Regulations. (Ord 12-2008)
 See Zoning Regulations section below as the applicant is requesting a Conditional Use Permit for the residential uses in the General Commercial district.

(7) Repealed by Ord 4-2009

- (8) The Planning Commission may approve, conditionally approve or disapprove the preliminary plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plan to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations. (Ord 12-2008)
- (9) The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the preliminary plat until such time as proposed conditions for approval, are met by the subdivider. (Ord 12-2008)
- (10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

RMC 7-4-6 Required Improvements

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

(A)(5) Electricity, telephone and CATV.

- The letters from the utility providers approving the plans are from the first few months of this year. If the layout for gas and electric have changed since these letters were provided, it is important that the utility providers review and approve the most recent utility layouts.
- Need to ensure that there is enough room around the pull boxes for maintenance. For example, can a backhoe get to the box and/or the utilities surrounding to do maintenance? At least 2' of separation from other utilities is needed. Add note to plans that the pull boxes are flush with the ground and HS 20 traffic rated.
- The electrical lines for the bollards should be shown on page U-1 to understand any potential conflicts. The Applicant should confirm that there are no conflicts with other utilities (i.e., a bollard on top of a water main)

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

This development team is proposing to pave the area between the existing pavement and their property line along the Redcliff Drive right-of-way. They are also proposing a sidewalk.

(B) Subdivision Improvements Agreement (SIA)

In part, this section reads as follows in Sections (1) and (2):

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

Applicant should note this requirement.

(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement. The Applicants submitted a draft budget with items marked for an SIA today. Town staff has not yet reviewed this document but will to be sure that what is being proposed is allowed by the RMC. SIAs do not happen until final plat.

RMC 7-4-7 Design Standards

There are a number of standards required in this section. Staff is highlighting only a portion of these Standards here as most of them have been addressed elsewhere in this report:

<u>RMC 7-4-7(J) Plat Notes</u>: This section addresses plat notes required by the Town.

• Note 10 – seems like this note should be for all drainage easements, not just the non-public ones.

RMC 7-3-11 Planned Unit Developments

This section provides flexibility with respect to dimensional requirements, allows for increased density, and clustered residential developments.

Per RMC 7-3-11(D) below, the development may deviate from the required dimensional standards as part of a PUD.

(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. (Ord 3-2008)
- (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. (Ord 3-2008)

The following is a list of conditional uses, variances and deviations requested with this preliminary plat:

1. Use: requesting <u>conditional use</u> for single-family and duplex residential uses in the GC district.

- 2. Lot width: 30' min. required in GC. Requesting <u>variance</u> for about six lots that are less than 30' wide. This is difficult to measure as it cannot be measured per public street frontage as our code describes.
- 3. Lot size: requesting <u>variance</u> to minimum lot size of 5,000 sq. ft. lots range from 1,484 to 3,181 sq. ft. Counting all common space the density is one unit per 4,621 square feet.
- 4. Lot coverage: 50% max. No requests, it appears to be about 18-38% for individual lots.
- 5. Setbacks:
 - Front setbacks 15' min. They range from 1' to 12' with most at 7'. Requesting a <u>variance</u> for almost all lots.
 - Side setbacks are fairly consistent at about 4.5' with a few as little as 0' for the duplex units, to 1' and up to as large as 10'. The minimum is 8', requesting a <u>variance</u> for nearly all lots.
 - Rear setbacks are generally about 10'. The minimum is 8'. Requesting a <u>variance</u> for units 21, 22 and 23 to have reduced rear setbacks (as small as 4').
- 6. Parking: This development is required to provide 40 spaces based on the requirements of the code, six units require only 1 space. They are providing 44 spaces inclusive of 4 ADA compliant spaces. 20 "visitor" or on-street spaces will be provided in the public right-of-way and more could be accommodated if the Planning Commission feels they are necessary.
- 7. Single-family home design standards:
 - Minimum width: unit B-2 does not fully enclose a 21' by 24' rectangle as required. The Applicant is requesting a <u>deviation</u> for the two B-2 units.
 - Roof pitch: requesting a <u>deviation</u> for the roof pitch of the storage unit buildings to be 2:12 rather than the required 3:12. The design of these units must also be deemed by the Planning Commission to be of the same architectural style and of similar or compatible materials. If not, another deviation request will need to be included here.
 - Landscaping: It appears as if all lots are close to the 50% min. required live vegetation in the front and street side yards. It is difficult to measure as there are curvy lines and no measurements. Lot 23 may be the only one not compliant with that standard.

Per previous hearings with the Commission, the Commission negotiated for two affordable housing deed restricted units due to an increase in density. The proposal is to build one of the units in the first phase and the phase for the 2nd unit is unclear. The Plat note that the Town sent the Applicant requested that the 2nd unit be built in the 2nd phase. The plat note was updated to reflect this change but the phasing plan still reflects that the 2nd unit will be built as part of phase 3. This needs to be clarified. Switching the duplex on lot 17 and 18 with another single unit as discussed above could help solve this problem.

Commercial Design Guidelines

In the General Commercial district, parking areas larger than 20 spaces are required to incorporate mitigation and site planning techniques from the commercial design guidelines. Here is a quick summary of those guidelines:

- Parking should be sited to the rear or sides of buildings to provide least visual impact. <u>This standard</u> will NOT be met.
- Trees should be incorporated for shading. <u>This standard will not really be met</u> as there are not many trees within the parking area, just a few on edges.
- Must use landscaped/grass catchment area to manage, control and filter parking lot drainage retention areas are included in the NW side of the property.
- Includes a bike parking area near common building.

The submitted architectural plans for all of the units, common building and storage areas will be recorded as part of this PUD approval.

The development team has confirmed that the trash area will be screened on page S-1.

Misc. Comments and Edits

Small edits to be completed:

- There are still some discrepancies between the manhole coordinates, the distance between manholes, and the slopes between manholes. On the P4 line, it looks like the distance and slope are reversed between P4A and P4B. When this is corrected the slope will be less than 0.5% so the slope should be increased to 0.5%. Between P4B and P4C, it looks like the designer copied the previous texted and did not change the content. It should be 61.51' and the slope will change to adjust for the previous item. Between P4C and P4D there looks to be an error in the math between the coordinates and the line distance. We calculate 289.49' @0.525% slope. When the slope in the first leg is corrected the rest of the invert elevations and/or slopes will need to be adjusted. On the PA1 between PA1B and PA1C we calculate a slope of 0.523% and between PA1C and PA1D the coordinate distance comes out 121.25 not 122.25'.
- Confirm that this proposed development is in compliance with Ridgway Land Co. and Ridgway USA covenants. Town has not yet checked this. Applicant stated that the Decs were drafted having studied the Master Plat and Master Dec, and the Dec was drafted to be in compliance with the same.
- Applicant has worked out a plan with the USPS regarding type and location of mail boxes. This plan has not yet been reflected on the site plans and will need to be. Where the bus stop is located, the slope is roughly 6%; while the Applicant has confirmed that the bus stop location will not be used at this time, it may be good for the applicant to check with the school to be sure that could work. We also discussed adding a "No Parking" sign in the bus stop location to be sure it remains open. This is not on the plans.
- Applicant said the common areas will all be ADA compliant but not every unit. This is their liability.
- Plat page 1:
 - Note 5d, 3rd line has a typo "lease" should be "least".
 - Note 5e needs a period at the end.
 - Not 5g, last line "it" should be "if".
 - Note 6 October 10th should be changed to October 9th.
 - Note 11 appears to have been cut off, please complete it.
- Page 4 of the plat- delete extra word under drainage easement the key.
- Regarding the Redcliff Drive ROW
 - On the curb and gutter typical drawing, please clarify what slope and width of the gutter is proposed.
 - The slopes for the new asphalt between the gutter and existing pavement do not reflect that the gutter has a fixed slope. There are also errors in the slope calculations listed. Rather than continue to correct these, we recommend that the Contractor construct the gutter to grade and then use a uniform grade between the existing edge of asphalt to the lip of gutter as described above.
 - Please provide curve information for flow line so that the curb and gutter can be correctly laid out.

- Please add coordinate and curve information to layout the parking area horseshoe (curves), the trash areas, mailbox, bulbouts.
- Please add a note on sheet C-1.1 that the compaction of the class 2 gravelpave needs to be to 95% modified proctor and a note the gravelpave needs to be installed in strict accordance with manufacturer recommendations.

STAFF RECOMMENDATION

Based on the 2019 Master Plan and recent community conversations, this development seems to be well suited for the community given the need for more housing options and ones at lower price.

Given the complexity and density of this project, it is extremely important to discuss the details of this plan and be sure that all details are worked out before this preliminary plat is approved and construction starts. <u>Staff recommends approval with the condition that all items in this staff report are addressed</u>. Per RMC 7-4-5(B)(10) all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

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



Property posted from Redcliff Drive, looking northeast



Property posted from Redcliff Drive, looking southeast

AGENDA ITEM #10

SUBDIVISION IMPROVEMENT AGREEMENT VISTA PARK COMMONS

This Subdivision Improvement Agreement (this "Agreement"), dated as of February 8, 2023 (the "Effective Date") is made by and between TOWN OF RIDGWAY, COLORADO, a home-rule municipality under the laws of the State of Colorado (the "Town"), and VISTA PARK DEVELOPMENT, LLC, a Colorado limited liability company ("Vista Park"). The Town and Vista Park shall individually be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS Vista Park is the owner of the following real property: Lots 30 – 34 of the final plat of the Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No. 147701, Town of Ridgway, Ouray County, Colorado (the "Property"); and

WHEREAS, Vista Park prepared and submitted a final plat for a planned unit development in accordance with Section 7-4-11 of the Town of Ridgway Municipal Code (the "Municipal Code") on the Property: *VISTA PARK COMMONS – P.U.D. – REPLAT OF LOTS 30-34*, *RIDGWAY LAND COMPANY SUBDIVISION* (the "Final Plat"); and

WHEREAS, Vista Park submitted the Final Plat to the Town on January _____, 2023; and

WHEREAS, Vista Park desires to install certain required? improvements subsequent to the Town's approval of the Final Plat; and

WHEREAS, the Town is willing to allow Vista Park to proceed with the installation of certain require? improvements in accordance with this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

1. <u>Compliance With The Town Approvals and Town Acknowledgement of</u> <u>Approvals</u>. Vista Park agrees to comply with each of the terms and conditions of the Final Plat and this Agreement and any other site specific approvals for the Project and the applicable provisions of the Municipal Code. This Agreement shall be recorded and run with the Property.

2. <u>Outstanding Infrastructure Improvements.</u> Vista Park is required to undertake and complete certain infrastructure improvements in accordance with the Town Code and the Town's Standard Specification and Typical Drawings for Infrastructure Construction ("Town Standards"). The Town is willing to allow Vista Park to complete certain infrastructure improvements subsequent to the Town's approval of the Final Plat, as further detailed on Exhibit A, attached hereto and incorporated herein. Pursuant to Section 7-4-6(B) of the Town Code, the outstanding improvements shall be complete in two years, or by February 7, 2025.

3. <u>Irrevocable letter of Credit</u>. In order to meet certain timeframes and deadlines which have been established by Vista Park, the Town is willing to issue a limited building permit

for the Project, which shall be issued prior to Vista Park completing certain required improvements and conditions under the Town Design Guidelines, Town Standards, Municipal Code, Preliminary Plat and Final Plat. Based on the remaining Infrastructure Improvements, Vista Park shall provide to the Town an irrevocable letter of credit in the amount of one and one half times the estimated cost, as provided by the Town to complete the Infrastructure Improvements, which the Parties agree to the be in the amount of \$194,250.00. The irrevocable letter of credit shall be released upon the completion of the Infrastructure Improvements and the satisfaction of all terms of this Agreement by Vista Park. Vista Park shall request an agenda item before the Ridgway Town Council in order to receive a release of the irrevocable letter of credit.

4. **<u>Representations and Warranties.</u>**

ii.

i. <u>Town's Representations and Warranties</u>. The Town represents and warrants that:

(a) <u>Organization and Authority</u>. The Town has the full right and has obtained any, and all consents required to authorize the Town to enter into this Agreement, consummate the transactions contemplated in this Agreement, and perform its other obligations under this Agreement.

(b) <u>Authorization and Execution</u>. This Agreement has been authorized and properly executed and constitutes the legal, valid and binding obligations of the Town, enforceable against the Town in accordance with its terms.

that:

Vista Park Representations and Warranties. Vista Park warrants

(a) <u>Organization and Authority</u>. Vista Park has the full right and authority and has obtained any, and all consents required to authorize Vista Park to enter into this Agreement, consummate the transactions contemplated in this Agreement, and perform its other obligations under this Agreement.

(b) <u>Authorization and Execution</u>. This Agreement has been authorized and properly executed and constitutes the legal, valid and binding obligations of Vista Park, enforced against Vista Park in accordance with its terms.

5. <u>**Project Completion**</u>. When the Project is substantially completed, the Town, the Project Engineer and Vista Park shall conduct an inspection of the Property to ensure compliance with the Preliminary Plat, Final Plat, Town Code, Town Standards, and this Agreement.

6. <u>Notices</u>. All notices, notifications and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand or email (with confirmation of receipt), to the Parties at their respective addresses listed below

7. <u>Dispute Resolution</u>. In the event any dispute between the Parties arises in connection with this Agreement, the Parties agree to submit the matter to non-binding mediation

or other such alternative dispute measure before filing any litigation claim. The Parties further agree that the non-prevailing Party, as determined by the mediator or adjudicator, shall pay to the prevailing Party, in addition to all sums that either Party may be called upon to pay, the prevailing Party's attorneys' fees (including the costs of in-house counsel) and costs related to prosecuting or defending the claim, whether or not an action is filed or prosecuted to judgment.

8. <u>Modification and Waiver</u>. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is evidenced in writing, dated subsequent to the date hereof and signed by both Parties hereto. No waiver of any breach, term or condition of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term or condition.

9. <u>**Governing Law**</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, and venue shall lie exclusively in the courts located in Ouray County, Colorado.

10. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by both Parties hereto and dated on or after the date hereof.

11. <u>Headings</u>. The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

12. <u>Severability</u>. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

13. <u>Warranties of Authority</u>. The Parties expressly warrant and represent to each other that they have the full right, title and authority to enter into this Agreement as provided herein, and that no approvals or consents of any other persons, entities or agencies are necessary to affect the same.

14. <u>Counterparts Signatures</u>. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, and any Party may execute this Agreement by signing any such counterpart.

16. <u>Review</u>. This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement.

17. <u>No Waiver of Governmental Immunity</u>. No provision of this Agreement shall act or be deemed to be a waiver by the Town or the Town of any provision of the Colorado

Governmental Immunity Act, CRS 24-10-101, et seq.

IN WITNESS WHEREOF, the Parties each have caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Vista Park Development, LLC, has caused these presents to be executed by its duly authorized officer, as of the date first above written.

TOWN:VISTA PARK:TOWN OF RIDGWAY, COLORADO,
a Colorado home-rule municipalityVISTA PARK DEVELOPMENT, LLC
a Colorado limited liability company
By:By:By:Name: John Clark
Title: MayorName: Jack Young
Title: Managing Member

EXHIBIT A

DRAFT

AGENDA ITEM #11



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

То:	Honorable Mayor Clark and Ridgway Town Council	
From:	Preston Neill, Town Manager	
Date:	February 2, 2023	
Agenda Topic:	Ridgway Area Chamber of Commerce presentation on marketing and promotion	
	activities and financial status	

SUMMARY:

Ashley Perkins, Ridgway Area Chamber of Commerce (RACC) Executive Director, will attend Wednesday's meeting to 1) present their proposed 2023 Lodging Tax Budget (Attachment 1), 2) present their 2022 Annual Report (Attachment 2), and 3) answer any questions from members of Council.

BACKGROUND:

In 1992, the Town's first Lodging Tax of \$1 per night per occupied room was adopted. In 2002, Ridgway voters approved changing the Lodging Tax to \$2 per night with half the revenues for tourism promotion and the other half for mitigating the effects of tourism and growth. In November 2015, the Ridgway electorate approved a ballot question changing the Town's Lodging Tax rate from \$2 per room per night to 3.5 percent per room per night. In addition, voters agreed that "up to 70% of the proceeds of the Lodging Tax be used for tourism promotion and economic development."

For many years, the Town has partnered with RACC to spearhead tourism promotion, economic development, and general marketing efforts as they have the experience, expertise and mission that enable it to effectively conduct those activities. Appended to this memo as Attachment 3 is the active Professional Services Agreement for marketing and promotion services between the Town and RACC that was approved and executed in February 2021. The term runs through December 31, 2023.

ATTACHMENTS:

Attachment 1 – RACC Proposed 2023 Lodging Tax Budget Attachment 2 – RACC 2022 Annual Report Attachment 3 – Professional Services Agreement between Town and RACC

To: Town of Ridgway From: Ridgway Area Chamber of Commerce Subject: 2023 Lodging Tax Budget Request Date: January 27, 2023

Dear Ridgway Town Council,

The Ridgway Area Chamber of Commerce gratefully presents the following 2023 Lodging Tax Budget request. A year-end Lodging Tax P&L statement has been provided with this narrative, which reflects final 2022 Lodging Tax expenditures. The 2022 RACC Annual Report provides the narrative of our 2022 activities.

In 2022, the RACC managed a budget consisting of \$101,671 in Lodging Occupancy Tax (LOT) funds from the Town of Ridgway and Chamber memberships of approximately \$11,500. LOT funds were higher than the 2021 amount of \$93,705, while membership payments were approximately the same as in 2021.

The RACC Board made the decision to hire a full-time Executive Director at the end of 2021, as an important step in improving member relations and addressing economic development requests from the Town of Ridgway. However, this salaried position increased expenses considerably, compared to the cost of the past part-time marketing consultant. The Chamber also increased website expenses to improve functionality. These two budget impacts, along with the cost of maintaining the same level of marketing and promotions as in past years resulted in a net loss in the budget that was covered by the Chamber's reserve funds.

While the reserves helped the organization with important new expenses in 2022, the RACC is making plans in the 2023 budget to cut expenses back to previous levels. Responsibly building reserves remains important to the Chamber Board and staff. In addition to cutting expenses, the RACC plans to increase revenues by applying for grants from the Colorado Tourism Office, state agencies and other funders in 2023.

The 2023 budget request will serve as the operating structure for RACC's marketing plan for the coming year. It is designed to ensure that our organizational and community goals are met and that Lodging Tax funds are leveraged to their maximum potential. The execution of this budget and marketing plan will be led by the Chamber Executive Director, staff and consultants, with the support and oversight from the RACC Board of Directors, as well as continued input from the local business and partners, including the Town of Ridgway.

We are proud of the progress and the experience gained in 2022, which is highlighted in our Annual Report, and look forward to 2023 being another major step forward. We thank you for your continued partnership in supporting the Ridgway Chamber and our local business community.

Sincerely, Cdam Dubroff Adam Dubroff Board of Directors President Ridgway Area Chamber of Commerce

Ridgway Area Chamber of Commerce

2023 Lodging Tax Budget

Projected 2023 Lodging Tax Budget

This is the summary of the budget request and categories. A more detailed narrative on each category can be found below:

Reserve	\$ 0
Administrative	\$7,000
Sustainable Tourism	\$500
Visitor Center Redesign	\$0
Colorado Stargazing Grant** matching fund obligation	\$2,500
Colorado Tourism Management Grant** matching fund obligations	\$5,000
Colorado Creative Corridor* matching fund obligation	\$ 2,700
Executive Director	\$49,000
Marketing Collaboration and Networking	\$1,000
Visitors Guide Fulfillment	\$4,000
Website Upgrades and Operations	\$12,000
Visitor Center Operations	\$3,000
Digital Media and Advertising, including Social Media	\$11,800
Traditional Media and Advertising/Media Relations	\$6,000

*The RACC will pay \$2,700 in matching funds as part of \$25,000 in funding from the CTO for the Colorado Creative Corridor (shared with 4 other communities).

**The CTO Tourism Marketing Management Grant is available for the year 2023, and the RACC would need to pay \$5,000 in matching funds if awarded.

***The RACC pays \$2,500 in matching funds for this stargazing marketing grant, which provides a total of \$30,000 in grant-funded marketing and promotion.

2023 Lodging Tax Budget Narrative

Traditional Media Relations and Advertising (\$6,000)

In an effort to shift to more digital marketing, QR codes and social media advertising in 2023, the RACC has limited the previous print media relations and advertisement funding. We will continue to do media relations in regional and state media such as the Ouray County Plaindealer, Montrose Mirror, Telluride Daily Planet, Grand Junction TV stations, and radio stations. We are considering the ROI of marketing and advertising efforts through tourism publications like San Juan Skyway Magazine and Colorado Life Magazine. Our goal is to continue to invest evenly across the Chamber's five marketing themes ie. outdoor adventure, arts and entertainment, history and heritage, health and wellness, culinary experiences which are meant to capture the various assets, activities and attractions that bring visitors to Ridgway. In order to be more conserved with our funds as we move towards re-establishing our marketing strategy.

Online Media and Advertising, including social media (\$11,800)

As the RACC continues to devote attention to online marketing and social media platforms the Chamber Board is pleased to announce our new PR and Marketing Consultant Catherine Johnson with Captivate Consulting who joined our team in January 2023. The RACC would like to take this opportunity to thank previous PR and Marketing Consultant Tanya Ishikawa with BTM who joined the Chamber in 2018 and was intricate over the years in providing the RACC with exceptional online media and advertising outlets and support.

The RACC continues to focus our attention on increasing visibility to our social media platforms including Facebook, Instagram and LinkedIn. In addition, the RACC is looking towards offering a Ridgway Chamber TikTok platform as a media advertising opportunity for this upcoming year. Currently our Instagram is positioned as a visitor-facing platform by using high quality images across all five marketing themes mentioned previously. Facebook is currently utilized to support local events, businesses and tourism-related opportunities and information.

In an effort to prioritize expenses, the RACC will look to advertise our e-Blast's bi-weekly while bringing back our quarterly visitor-focused e-newsletter which has been delayed in regards to other focuses for 2022. These newsletter leads are gathered from a variety of avenues including GoColorado.com plus email capturing features on our website. The e-newsletter allows us to better control content that goes to potential visitors again emphasizing on our 5 marketing themes and off-peak season assets. We plan to integrate responsible travel messaging into the content in order to further support our low-impact visitor messaging including collaboration with EcoAction Partners, Save the Blues and other LNT partnerships.

Visitor Center Operations (\$3,000)

The RACC Board expects the Ridgway Visitor Center to reopen Memorial Day weekend 2023. Despite some maintenance mishaps at the Visitors Center building in December 2022 we expect that facility to be a capable establishment to welcoming visitors to our area this spring. Led by our Executive Director, whose role also consists of Visitor Center Coordination and Management, the Chamber plans to function 5 days a week with increased hours by a full staff of volunteers to limit costs to operations. The cost of operational expenses include utilities such as water, electricity, trash and internet and provides materials such as physical maps, books and other educational material for those visiting the Ridgway area.

Website Upgrades and Operations (\$12,000)

Since 2017, RidgwayColorado.com continues to be the #1 Google search result for keyword "Ridgway Colorado." Josh Gowans of Peak Media Company (PMC) and his team work with the RACC staff and contractors continue to ensure the RidgwayColorado.com website is an accessible, top-search result for online information about the Ridgway area. The RACC Board and staff contracted with PMC in 2022 to build the infrastructure for members to update their own page content, and the plan is to release this website functionality in 2023.

For 2023, financial support of the RACC website will continue to generate improved content including information that aligns with high performing keywords and SEO, website organization to increase usability, increase visibility of local businesses and access for members to edit their content. This budget category also includes our normal website and technology operations support, including website, membership and email server technology from partner Peak Media Company and other support staff.

Visitors Guide Fulfillment (\$4,000)

Once again the RACC successfully created a Ridgway-centric 2023 Visitors Guide with the collaboration efforts of consultant Tanya Ishikawa with BT Multimedia and multimedia sales executive Kelly Bulkley with Ballantine Communications. As costs in print advertisement and distribution continue to increase, the RACC is setting aside a smaller budget to go towards the development of a Visitors Guide as a printed version on a smaller scale and more towards furthering our digital Visitor Guide opportunity. We will lessen our distribution of guides and further market our digital exposure to our online readers, historically 35,000 physical guides and digital exposure of approximately 100,00 online readers respectively.

Marketing Collaboration and Networking (\$1,000)

This budget category will be for select conferences and events that support improved regional and statewide collaboration as well as for staff professional development and training. For 2023, the RACC Board would like to send our Executive Director once again to the annual Colorado Governor's Tourism Conference for her to network with other professionals in her field including grant funder opportunity providers across the state. This is a three day conference set in Fort Collins for this upcoming year and takes place in person.

Staff-Executive Director (\$49,000)

This reflects the increased amount for our full-time executive director position. The executive director position is a combination of a need for an administrative assistant for the RACC Board as well as a replacement for our part-time marketing consultant. The executive director position also includes the Visitors Center Coordinator and Management position, previously a part-time role in 2021 held by Jeanne Robertson. Our executive director continues to oversee the execution of our marketing plan, budget, board direction, contractors, partnerships, grant opportunities, and other related projects. This position is also paid partially out of membership dues, as \$6,000 is budgeted for membership relations.

Colorado Creative Corridor Matching Funds (\$2,700)

Since 2018, Ridgway has partnered with four other Colorado communities in the establishment of the Colorado Creative Corridor. The partnering communities are Carbondale, Crested Butte, Paonia and Salida. In 2022, there were discussions on adding towns such as Gunnison and Telluride and the two communities joined the collaborative meeting in January. This project is continuing in 2023, with efforts towards another \$25,000 grant from the Colorado Tourism Office. RACC will provide \$2,500 in match funding for this effort, and the Town of Ridgway will provide \$2,500. The additional funding of \$200 will be used to market and advertise with our contractors to promote this partnership and the Colorado Creative Corridor at large. This will also help to drive traffic to the ridgwaycolorado.com site, work to promote social media and networking event opportunities across the communities that participate in the creative corridor.

Colorado Tourism Management Grant Matching Funds (\$5,000)

The Colorado Tourism Office Tourism Management Grant provides funding for tourism related initiatives. This grant appeals to the RACC Board due to the fact that it qualifies for organizations that are recipients of jurisdictional lodging tax and falls within the tourism leadership entity responsibility that includes developing, promoting and managing tourism on behalf of a destination benefiting the community. The RACC plans to apply for this grant considering a variety of avenues to use the funding such as towards tourism workforce development, tourism-related strategic planning as well as tourism research for the Ridgway community that will be valuable to all businesses in the surrounding area.

Colorado Stargazing Grant Matching Funds (\$2,500)

As a member of the Colorado Stargazing: Experience the Night, the RACC helps to promote and support the stargazing community in turn advocating for environmental awareness, responsible travel and provides a unique way to market local businesses and nonprofits bringing conscious minded visitors to our area. Promoting the Ridgway with two locations out of six in Colorado represent a valuable opportunity to showcase the community.

Visitor Center Redesign Project \$0

The RACC has no revenue planned in 2023 to fund any expenses for this project. If that changes, this budget item will be increased.

Sustainable Tourism \$500

The RACC prides itself on establishing a focus to be an avenue to educate visitors on how to best enjoy our local resources as well as conscious ways of supporting our local businesses and community. Our communications and marketing efforts are increasingly incorporating messages about ways to visit the Ridgway area that reinforce low impact travel. The RACC plans to have sustainable tourism practices training for our volunteers hosted in part by EcoAction Partners, the US Forest Service, along with other Leave No Trace organizations prior to opening our facility in spring 2023.

We want to continue to take the next step in this process to ensure we are promoting a sustainable year-round economy by supporting responsible tourism practices even throughout low-peak season travel and promote tourism through our Shop Local! Campaign throughout fall, winter and spring.

Administrative \$7,000

In 2023, administrative fees that consist of accounting and booking continue to rise along with other economic increases. Although this is a high cost of the RACC budget, we feel that these administrative costs are important to itemize the work that is needed to continue to implement the Chamber's entire annual marketing plan. Our marketing work cannot be executed without the support from our valued partners at Middleton Accounting.

<u>Reserves</u>

As has been discussed, the first six months of the calendar year bring limited Lodging Tax funding, while at the same time represent the largest months for expenditures. While it is critical to build back a healthy reserve in 2023, inflation and higher costs of previous activities may make it impossible to increase reserves with the current Lodging Occupancy Taxes. The RACC staff and board will be carefully watching this budget item and considering ways to address it in 2023.

We thank the Town Council and staff for their partnership in this important work on behalf of our local business community.





RIDGWAY, COLORADO



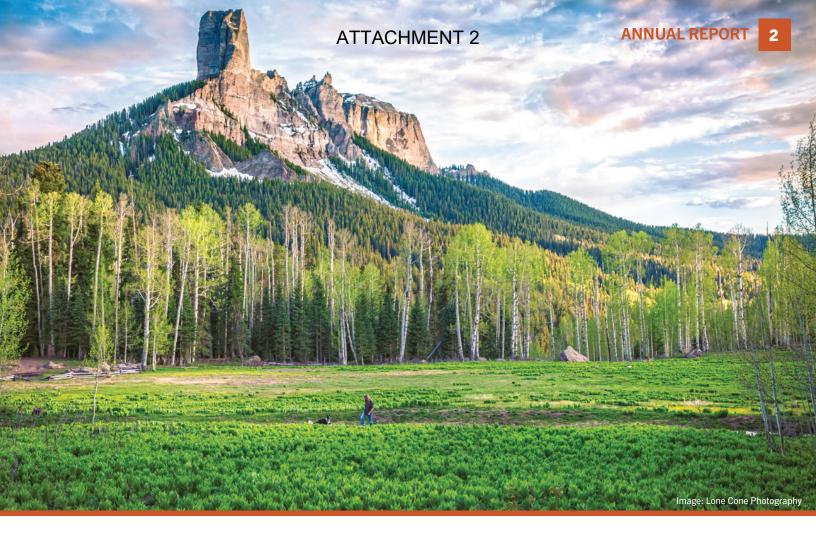
MISSION: PROMOTE BUSINESS, COMMUNITY GROWTH AND DEVELOPMENT IN THE TOWN OF RIDGWAY AND THE SURROUNDING AREA.







Ridgway Area Chamber of Commerce, P.O. Box 544, Ridgway, CO 81432 800.220.4959 • 970.626.5181 • info@ridgwaycolorado.com <u>WWW.RIDGWAYCOLORADO.COM</u>



FROM THE BOARD PRESIDENT RIDGWAY AREA CHAMBER OF COMMERCE

The Ridgway Area Chamber of Commerce (RACC) Board of Directors is pleased to share this 2022 annual report. This year, the board continued to navigate, evolve and progress as a supportive entity for our Ridgway-area business community with many new board members and staff. The RACC was proud to support the Volunteer and Career Fair, reopen the Visitors Center with slightly longer hours post pandemic and champion the return of the Golf Open in September.

The RACC continued to actively participate in a variety of regional and local partnerships to ensure alignment with the greater community throughout the course of 2022. Groups and initiatives included: participation in the Stargazing Marketing Matching grant through the CTO i.e. Colorado Tourism Office, collaboration with the Ridgway Creative Main Street Group now referred to as Ridgway FUSE, monthly meetings with the Colorado Creative Corridor, and continued to manage the Ridgway Visitor's Center. We supported two business after hours events this year: one at Ridgway Lodge and Suites and the other at The Joinery.

During 2021, the Chamber went through many transitions and changes in regards to the RACC board of directors as well as its staff members. In 2022, Ashley Perkins completed her first year as the RACC Executive Director as well as David Nunn and myself in our roles as Vice President and President respectively. We are proud to have welcomed Jon Elliot with Aspen-SavaTree company and Frank Gouder of Double G Ranch as members at large for 2022.

The chamber is pleased to continue to work with Middleton Accounting for all our financial operations and reporting, Peak Media Company for website design and management, and Sprout Design Studio for graphic design. We are also happy to welcome aboard Catherine Johnson with Captivate Consulting as our new PR and marketing contractor, and Traci Schalow of Kindred Collective as additional graphic design support.

We are grateful for our relationships and partnerships the RACC has continued to garner for 2022 and look forward to continuing to support our local businesses and community in this upcoming year.

- Adam Dubroff



BOARD OF DIRECTORS

PRESIDENT ADAM DUBROFF

Adam Dubroff and his wife, Karen, have lived in Ridgway since 2000. Their son, Jacob, grew up here and graduated from Ridgway High School in 2020. Adam is the owner of Alpha Inn Management, a hotel consulting company. He currently works part time at Telluride Ski Resort and also coaches the Ridgway High School boy's varsity basketball team.



VICE PRESIDENT DAVID NUNN

David and his wife, Michelle, followed their lifelong dream to live in the Colorado mountains and moved to Ridgway with their two young boys 20 years ago. A career marketer having worked with the nation's largest direct marketing firm for decades, David now pursues his passion for playing guitar and performing, having played over 500 local gigs in the last few years.



TREASURER JANE PULLIAM

Jane has been board treasurer since August 2020. She provides quarterly financial reporting and a year-end report to the RACC board at the annual budget retreat. She has worked for Middleton Accounting for 17 years as a client accountant for diverse businesses in the Ridgway/Montrose area. She has worked for the RACC for seven years, providing financial statements and bookkeeping.



AT-LARGE MEMBER KANE SCHEIDEGGER

Born and raised in Ridgway, Kane Scheidegger graduated from art school in 2005. He shoots large-format, panoramic images of the San Juan Mountains and ski descents in the winter. He loves the outdoors and everything that comes with it, and he hopes to bring nature into homes through his larger-than-life prints. Kane previously sat on Ridgway's streetscape planning committee and feels he can offer some great creativity to the Chamber to help it reach its goals.



AT-LARGE MEMBER JON ELLIOT

Jon Elliot was born and raised in Denver and moved to the area 4 years ago to become the branch manager for Aspen-Savatree in Ridgway. His desire to move to the community was for a new opportunity and he was drawn to the unbelievable beauty of the area. Jon spends most of his time outdoors mountain biking, skiing, and enjoying the outdoors. He has been a Certified Arborist for over 35 years and still enjoys working with people and trees every day.



AT-LARGE MEMBER FRANK GOUDER

Frank and Sandra Gouder moved from Germany to Ridgway in 2018 and made their dream reality by running a bed and breakfast, Double G Ranch & Guest Lodge. Frank was CEO and co-owner of a big company in Germany for more than 25 years specializing in sales, marketing and customer relations. Describing Ridgway as the best place in the world to live, and he loves the people and the outdoors here. He sees Ridgway as a "hidden gem" and wants to help Ridgway to become even more popular and well known as the "perfect place to be."



OUR EXECUTIVE DIRECTOR, ASHLEY PERKINS

Ashley grew up in upstate New York and has lived in the Ridgway area since 2011. She transitioned into the role of Executive Director for the RACC in September 2021, after leaving her position as a customer service representative for Alpine Bank that she held for almost seven years. Ashley also served as Secretary of the Board since 2019. She truly loves the lifestyle of Southwest Colorado and when not at work she enjoys getting outdoors with her dog, Reymi.

STAFF & CONSULTANT TEAM -

The Chamber has developed an exceptional team of staff and contract partners to lead program implementation. This group of Ridgway-based professionals consists of individuals with strong connections throughout the community.



COMMUNICATIONS CONSULTANT TANYA ISHIKAWA

Tanya worked for the chamber from 2018 to the end of 2022. Her Chamber projects included the Annual Report, Visitor's Guide, website content, Member of the Month program, Youth Career & Volunteer Fair, Facebook posts, and news releases. She has also been the part-time communications director for the Uncompany Watershed Partnership, where she was promoted to executive director, effective Jan. 1, 2023.

WEBSITE & TECHNOLOGY PARTNER JOSH GOWANS

Josh is founder of Peak Media Company (PMC), a marketing and technology consultancy with staff in Ridgway, Durango and Lisbon. PMC specializes in open-source applications, website design, management and optimization, and CRM (Customer Relationship Management) solutions. The PMC team manages the Chamber's website including design, system administration and CRM development.



MEMBERSHIP & CRM PARTNER STEPHANIE LAUERMAN

Stephanie left the corporate world on the Front Range in 2001 for Ridgway where she loves engaging in this amazing community. Her consulting firm, Next Chapter Development, LLC, assists clients to reach their full potential by utilizing CRM systems and community outreach. Working within nonprofits for 15 years, she enjoys helping clients succeed, especially RACC where she leads membership and CRM systems. Stephanie loves teaching at the Ridgway Yoga Shala, and getting outdoors with her beautiful daughters in the San Juans.



DESIGN PARTNER TRACI KINDRED SCHALOW

Traci of Kindred Collective is a thoughtful and inventive graphic designer who blends over 35 years of design experience with her passion for the outdoors and local community. As a creative professional she is dedicated to bringing brand stories to life through breakthrough multimedia communications. She continues to partner with small business and non-profit organizations locally, throughout western Colorado and nationally. Decompression time is spent in the backcountry either on foot, skis, horseback or mountain bike with her dogs in tow.

MEDIA & DESIGN PARTNER NICOLE GREENE

Nicole is a graphic and web designer who loves to work with clients in a collective and creative process to help them to grow and thrive. Her boutique design firm is Sprout Design Studio, founded in 2006 and working with entities in the San Juan Mountains, throughout the United States, as well as internationally. Sprout grows ideas into successful brand identities with brilliant strategies and stunning results by giving businesses an integrated look and feel as well as building platforms that connect brands to their target audiences.

ONLINE MARKETING & PROMOTION CATHERINE JOHNSON

Catherine is the owner of Captivate Consulting, and has years of experience in marketing, public relations and website development. She graduated from Georgia State University with two bachelor degrees in business administration and started her career by doing freelance marketing for real estate firms in Telluride. When she's not behind the computer, Catherine is either teaching yoga, crafting, or spending quality time with her family.

ACCOUNTANT JANE PULLIAM

Please see bio in Board of Directors section, page 3.

2022 RIDGWAY VISITOR CENTER STAFF AND VOLUNTEERS

Dale Frank- staff weekend warrior

Canyon Ishikawa, Tanya Ishikawa, Nancy Lazenga, Karen Mendel, Sydney Mendel, David Nunn, and Ely Patterson



RIDGWAYCOLORADO.COM



RidgwayColorado.com continues to be the #1 Google search result for keyword "Ridgway Colorado".

Josh Gowans of Peak Media Company (PMC) and his team work with the RACC staff and contractors to ensure the RidgwayColorado.com website is an accessible, top-search result for online information about the Ridgway area.

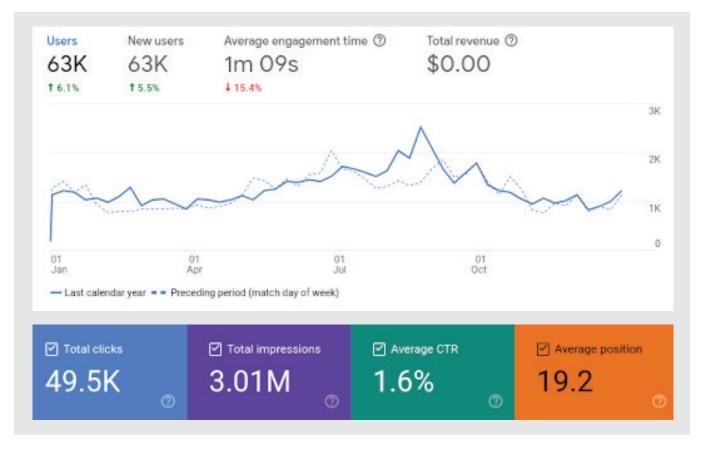
The RACC Board and staff contracted with PMC in 2022 to build the infrastructure for members to update their own page content, and the plan is to release this website functionality in 2023.

PERFORMANCE SUMMARY

The Ridgway Area Chamber of Commerce website continues to be a central resource for visitors and for community members, ranking for over 5,000 keywords specific to local activities, businesses, events and more. In 2022, the overall website traffic grew modestly though at an overall slower rate than previous years.

The slower growth was likely due to a shift in 2022 toward more technical improvements and away from content development.

Not all improvements have been realized; however, the end result is intended to be a more "community generated" website where members can add and update content directly.



As a result, overall traffic and organic traffic grew by 6% and 12% respectively. Overall impression share from organic search grew 4% to over three million impressions.

While organic search witnessed growth in 2022, other channels saw declines, resulting in slower overall growth.





RidgwayColorado.com remains a critical and powerful asset to promote our business and nonprofit community.



TOP PAGE PERFORMANCE

The top 10 pages on the site by page view are:

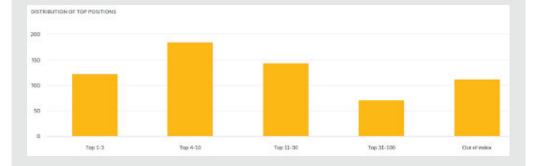
Homepage True Grit (movie page) Upcoming Events Things to do Accommodations (business listing) Orvis Hot Springs Eternal Hot Springs (thing to do) Ouray Hot Springs Restaurants (business listing) Outdoor adventure (thing to do)

New users by First user default channel gro... 👻 FIRST USER DEFAULT CH ... NEW USERS Organic Search 12.4% 51K Direct 9K 4.1% Referral 2.4K 31.7% Organic Social 489 ↓ 23.2% Display 1 ↓ 99.9% Unassigned **↓** 100.0% 0 **†** 300.0% Organic Video 4



The site continues to add keywords and backlinks, witnessing significant acceleration in growth in late 2020 and continuing through early 2022, where keyword acquisition leveled off by and large. As we shift back to a content focus, we expect additional growth as well as redistribution of keyword rankings.

In summary, the site grew in significance though at a slower rate than previous years. Much of the year was spent on underlying technical support as well as upgrades, laying the groundwork for future growth and optimization.





SUSTAINABLE TOURISM

The Chamber continued its efforts to promote awareness of responsible, sustainable tourism practices. Our communications and marketing strategies incorporate messages about ways to visit the Ridgway area that reinforce low-impact travel. The pages devoted to responsible travel recommendations continue to be included in both the 2023 Ridgway Visitor's Guide and the Chamber website: https://ridgwaycolorado.com/plan-your-trip/responsible-travel.

Chamber staff also consistently share sustainable and responsible tourism marketing materials from the Care for Colorado campaign developed by the Colorado Tourism Office, through Facebook posts and Weekly E-blasts.



The Chamber continues to collaborate on Dark Sky tourism messaging with Top of the Pines (TOP), the Town of Ridgway, Colorado Tourism Office (CTO), and Black Canyon Astronomical Society. Not only is TOP designated as a Dark Sky Park and Ridgway designated a Dark Sky Community by the International Dark-Sky Association, but Ridgway State Park was awarded a Dark Sky certification mentoring program by CTO in 2022. RACC's direct marketing efforts support the inclusion of Dark Sky destinations and activities in the Visitors Guide, itineraries and information on RidgwayColorado.com, and Facebook posts highlighting dates of meteor showers and other celestial events, recommending visiting during those year-round occurrences.

2022 & 2023 RIDGWAY VISITOR'S GUIDES

Distribution of the print and digital copies of the 2022 Ridgway Visitor's Guide began in January 2022, and an estimated 35,000 copies were distributed by the end of the year. Plus, the digital version was again a gateway on RidgwayColorado.com for website visitors to sign up for visitor e-newsletters, increasing the RACC's direct marketing opportunities for members and the business community at large.

In autumn 2022, under the editorial leadership of Communications Consultant Tanya Ishikawa, the **2023 Guide** was created and designed for distribution starting January 2023. A major change in the guide is a new downtown map in the centerfold accompanied by a directory of businesses in the walking core of Ridgway. This multipurpose map is patterned after the Ridgway FUSE **online map**, and will be handed out as a one-page walking guide at events and local businesses.

The 2023 welcome letter was written by San Juan Huts General Manager Kelly Ryan as a way of highlighting a long-time, low-impact business operated by a strong, passionate woman. Ryan shared valuable messaging about Ridgway's character and tips for visitors to enjoy our special pace of life. Photos in the guide again were outstanding with work from talented local photographers including Gary Ratcliff of Ouray Image, Natalie Heller of Lone Cone Photography, Kane Scheidegger, and Tony Litschewski of Nature's Finest Images.



VISITOR CENTER



AND HERITAGE PARK REDESIGN PROJECT



RIDGWAY VISITOR CENTER OPERATIONS

The Ridgway Visitor Center reopened in May 2022 with continued precautions for keeping volunteers and visitors safe with plexiglass and masks available throughout the pandemic. The center was primarily staffed with volunteers, the executive director and a weekend employee, Dale Frank. With additional staff for 2022, the center was open for operation Wednesday through Sunday following Memorial Day weekend through October from 10 a.m. to 4 p.m.

The number of visitors who stopped by the center was just under 1,000 for the season, continuing a downward trend, due to the departure of the Railroad Museum displays and no new amenities. On the other hand, visitor comments continued to be positive, expressing appreciation for the information provided at the center and the opportunity to talk with locals.

The Visitors Center helped provide information on the True Grit Tours, which are now starting at the gazebo in front of Town Hall. The tours were held consistently on Fridays beginning at 3 p.m., with private tours available by appointment.

VISITOR CENTER & HERITAGE PARK REDESIGN PROJECT

In spring 2022, members from the community were invited to review plans by DHM Design with new restroom building options and Visitor Center design options in the Heritage Park Redesign Project. Heritage Park, which is located at the entrance to town off Highway 550 and next to the Ouray County Fairgrounds, is being renovated with short-term and long-term upgrades over the course of the next several years.

The RACC Executive Director sat in the virtual meetings held throughout February and March, and provided input for these meetings. Initial ideas were based on the advisory stakeholder group recommendations in 2021.



In October 2022, Colorado's DOLA (Department of Local Affairs) representatives visited Ridgway to view the progress at Heritage Park. DOLA is funding some of the redesign and renovation efforts, which are a collaborative effort of the RACC, Town of Ridgway and the Colorado Main Street program.

FIND YOURSELF IN RIDGWAY YEAR ROUND PHOTO & VIDEO CONTEST

The Chamber organized a photo and video contest in the autumn with a theme of people feeding their souls and spirits in the Ridgway area, in the quieter times of the year from October to April. The contest was not only a promotional opportunity for non-peak season tourism, but also a way to gather more images to promote the community and meet new photographers and videographers.

The video winner was Katrina Toucke, who was awarded \$300 for her 25-second video montage titled "Find Yourself in Ridgway Year Round." The photo winner was Natalie Heller, who was awarded \$200 for her photograph titled "Summer Sunset over the Cimarrons." Heller also won honorable mention and a Ridgway, Colorado hat for her photograph, "Fishing the Uncompany River." Also receiving an honorable mention and a Ridgway, Colorado hat was Trisha Oakland for a photo of the March Fourth performance at the Sherbino Theater.

ONLINE + PRINT MEDIA

ONLINE AND PRINT PROMOTION AND MARKETING

The weekly community e-blast is now being sent out to 2,150-plus contacts. The visitor e-newsletter targets contacts across Colorado and the U.S., who subscribed when they requested a digital Visitors Guide link, and its audience has grown to 6,333 contacts.

The Chamber is continuing to develop its online presence on social media. Since January 2022, our Instagram followers increased from 2,979 to 3,600 (up 21%).

In 2022, our Facebook reach varied greatly from month to month, ranging from 1,249 up to 4,189 people viewing RACC posts. The posts in the last three months of 2022 saw the most year-over-year increases in reach, averaging a 76% increase.

RACC staff met with tourism collaborative partners from Ridgway, Montrose and Ouray on a quarterly basis to support regional tourism and share marketing successes and event information.

The Chamber and member businesses continued to garner online and print media coverage in 2022. Popular topics are dark sky tourism (again), Chamber events, and news about businesses and nonprofits featured as Members of the Month.

SPECIAL MARKETING OPPORTUNITY: NOEL NIGHT

Led by Executive Director Ashley Perkins, the RACC took charge to organize and plan Ridgway's Noel Night for the second year in a row in collaboration with the Ridgway FUSE formally known as the Ridgway Creative District. The event was held on the first Friday of December and was promoted through newspaper ads, Facebook posts, Instagram, flyers, special e-blasts, a news post on RidgwayColorado.com, and many in-person communications and chamber-to-business networking. Rocky Mountain Cannabis donated \$500 towards the event and Alpine Bank sponsored a raffle that included a prize drawing of Ridgway Local Bucks totaling \$150 to spend in the community. Noel Night customers were treated to holiday food and drinks, 10% to 50% discounts, giveaways, games, and other specials at more than 30 businesses including nonprofits and artists in the first-ever event in the new Space to Create Community Room.



Santa also visited local businesses throughout the evening with a final stop at Voyager Youth Program for photo opportunities.

SAMPLING OF MEDIA COVERAGE



- Feb. 7, Montrose Mirror, page 51: Ridgway State Park is RACC Member of the Month
- April 19, Telluride Daily Planet: 'Go for the Green' Ridgway Chamber Open golf tournament 9/8
- June 2, KKCO 11 News: ROCC recognized as Member of the Month
- Oct. 6, Telluride Daily Planet: Farmers markets wind down for the season

Nov. 30, Ouray County Plaindealer: Get in the holiday spirit with Noel Night, Yule Celebration



Ridgway's Instagram followers grew by 21% in 2022.



STATEWIDE PROMOTION & OFF-SEASON MARKETING STRATEGY

COLORADO STARGAZING MARKETING MATCH GRANT 2022

In 2022, the Chamber continued its involvement with the Colorado Stargazing Marketing Match Grant. As a member of **Colorado Stargazing:** Experience the Night, we help to promote Leave No Trace messaging that supports environmental awareness and responsible travel and provide a unique way to market local businesses and nonprofits. The RACC, on behalf of the Town of Ridgway, approved a \$2,571 commitment for this grant this past year. According to the International Dark-Sky Association, there are 201 certified dark sky places in the world, Ridgway one of six designations in Colorado.

2022 SAN JUAN RURAL PHILANTHROPY DAYS, HOSTED BY RIDGWAY

RACC Executive Director Ashley Perkins supported San Juan Rural Philanthropy Days that took place in Ridgway from June 7 to June 9 this past year. The annual event provides an opportunity for nonprofit and grant providers to network in rural communities. She, along with Ridgway Community Initiative Facilitator Tera Wick, participated on the events hospitality subcommittee in half-day and full-day collaborations leading up to the event. Three days of workshops and networking events brought in 246 attendees from across the five counties of Gunnison, Hinsdale, Montrose, Ouray and San Miguel, supporting 109 grant-seeking organizations and showcasing 35 grantmaker organizations.



2022 COLORADO TOURISM ORGANIZATION'S GOVERNOR'S CONFERENCE

Executive Director Ashley Perkins attended this year's **Governor's Conference** organized by the Colorado Tourism Office in Snowmass, Colorado held September 21 to 23. The conference is held annually for three days when tourism professionals and industry leaders learn and network. Participants assess current activities and find new approaches to market the state, local communities, and businesses. Speakers from throughout the country challenge and inspire attendees. Since this was Perkins' first year at the conference she received the Governor's Tourism Conference Professional Scholarship to attend the conference.

GRAVEL ADVENTURE FIELD GUIDE PARTNERSHIP

The RACC staff brought together a group of local biking advocates to determine whether to pursue the production of a gravel grinding guide, supported by state grants and a CTO-recommended **business partner** with specialized experience. As a result, the RACC collaborated with partners in Montrose and San Miguel counties to apply for a \$40,000 Colorado Outdoor Recreation Grant to fund the creation of the Uncompahgre Plateau/Western San Juans Gravel Adventure Field Guide. The pocket-sized, field guidebook will be designed to attract, connect, and inspire cycling enthusiasts by providing route recommendations with maps and culturally relevant content such as history and imagery. It is intended to capture the in, and out-of-state tourism and elevate Southwest Colorado's reputation as a gravel bike destination, while also enhancing its quality of life. The state will inform the Chamber about whether the grant was awarded in the first half of 2023.



COLORADO CREATIVE CORRIDOR

ITINERARY DEVELOPMENT & STATEWIDE PROMOTION



For the fifth consecutive year, the Ridgway Chamber teamed up with the Town of Ridgway and the Ridgway Creative District to support the Colorado Creative Corridor (CCC) project continuing to support synergy between tourism and creative district entities. Since 2018, the majority of this work has been funded through four consecutive tourism grants up until 2021 \$25,000 Marketing Matching grants. The CCC is a 331-mile route that links the mountain towns of Carbondale, Crested Butte, Paonia, Ridgway, and Salida. Ridgway works with the four partner communities to promote visitor experiences, which include event programming and activities.

There have been conversations in the works throughout the course of 2022 to add more communities to the corridor including Gunnison and Telluride helping, amongst other things, further grant funding to build upon the success of previous years and search engine optimization opportunities. The Colorado Creative Corridor continues to provide a positive networking opportunity for the Ridgway Community helping to connect other rural mountain communities and support chamber efforts for responsible and sustainable visitors to our area.

One of the primary goals for the RACC is to continue to support the marketing efforts through partnering with the Creative Corridor by engaging in a platform to promote all Ridgway area businesses and nonprofits especially during the off-peak season. We are excited for this project to keep bringing value to the business and creative economy for years to come and provides an important example of the positive impact of Chamber/Town collaboration.

2022 MARKETING SUCCESSES FROM PROMOTING RIDGWAY THROUGH THE COLORADO CREATIVE CORRIDOR

2022 was the first full year following the launch of the coloradocreativecorridor.com website.

2022 Marketing & Paid Opportunity Summary

coloradocreativecorridor.com website: 7,659 sessions Top pages: homepage locations/carbondale itinerary Total pageviews: 11,391 Average pages per session: 1.49

FACEBOOK

1.89k total page likes; 1.3k new Facebook likes in 2022 (5.1k% increase in 2022 compared to 2021), and 55.3k reach (4.3k% increase in 2022 compared to 2021). Top cities: Carbondale, Paonia, Glenwood Springs.

Colorado Tourism Office paid opportunity: In-state emails

February custom: Sends: 21,284, Open: 11,762, Clicks: 512 April eNewsletter: Sends: 21,359, Opens: 15,336, Clicks: 105 September eNewsletter: Sends: 22,806, Opens: 15,788, Clicks: 317 November eNewsletter: Sends: 22,731, Opens: 10,979, Clicks 68

Colorado.com Display Banner ads, Feb-July, 2022: 100k impressions, 145 clicks

Colorado.com Native Banner ads, Feb-July 2022: 100k impressions, 234 clicks

INSTAGRAM

1.29k total followers; 107 new Instagram followers in 2022; and 2.7k reach (8.9% increase in 2022 compared to 2021). Top cities: Colorado Springs, Carbondale, Denver.



MEMBERSHIP SERVICES

The Chamber Board and staff are excited to serve the business and nonprofit members of the Ridgway Area Chamber of Commerce.

CHAMBER MEMBERSHIP SERVICES

The RACC Board and staff are excited to serve our paid members, whose financial contributions support a wide breadth of services and multiply each organization's and the town's marketing presence. While the Chamber's activities support the promotion of the Ridgway business and nonprofit community at large including both chamber members and non-members, paid members are offered premium placement to boost their visibility and increase potential customer referrals.

The Chamber is dedicated to providing value by continuing to invest in marketing assets, as well as state and regional partnerships. Our core marketing assets include: the **RidgwayColorado.com** website, **Ridgway Visitor's Guide**, **Facebook** and **Instagram**, **Ridgway Visitor Center**, print/digital advertising, and media relations, along with key partners that amplify our marketing efforts. We also assist in connecting local organizations to **Colorado Tourism Office** promotions, collaborating on networking opportunities through **member promotions and events**, and **having a voice in local government**.

WEEKLY E-BLAST AND VISITOR E-NEWSLETTER

The Chamber continues to send out weekly community e-blasts typically on Mondays, to a list of nearly 2,200 targeted recipients. Email content includes the following sections: Member of the Month, Business Specials, Upcoming Events, Job Openings, Ridgway in the Media, RACC News, Save the Date, and Responsible Travel Tips. The visitor e-newsletter was suspended for most of 2022 due to the Chamber's focus on developing the FUSE collaboration, Rural Philanthropy Days, and the Golf Open. The plan is to strategize the visitor e-newsletter in 2023 to take advantage of promotion to the list of 6343 subscribers.

MEMBER OF THE MONTH

The Member of the Month program continued to highlight Chamber members across several marketing channels in 2022. Each month, one business or nonprofit is selected and promoted through: a news post on the Chamber's website featured on the homepage for the month; a news release sent to the Chamber's media list; announcements in four weekly e-blasts; and two Facebook posts. **Over the past year, the Member of the Month program was viewed in Chamber e-blasts nearly 42,000 times, reached roughly 8,612 Facebook users,** was picked up monthly by local news publications, and had nearly 2,000 page views on RidgwayColorado.com.

YOUTH VOLUNTEER & CAREER FAIR

As the struggle to find sufficient local employees continued in 2022, the Volunteer & Career Fair at Ridgway Secondary School demonstrated a real benefit, introducing middle and high schoolers to jobs and providing employers and nonprofits with the opportunity to meet potential employees and volunteers. Information tables were staffed by representatives from five nonprofits including members of the RACC and eight companies, as well as six government offices. The fair is not only a valuable way to connect youth to professional and community service experiences that boost resumes and college applications but also allows students to practice important job-seeking skills.

BUSINESS AFTER HOURS

In an effort to bring back Business After Hours, the RACC was able to successfully support two events in 2022. The first was held at Ridgway Lodge and Star Saloon on June 16 with live music by local musician David Nunn. The second was hosted on July 27 by The Joinery with Jill and Scott Rikkers welcoming community members to their new business including providing a charcuterie spread and a warm fire outdoors.

SHOP LOCAL!

The Chamber's Shop Local efforts in 2022 centered around Noel Night and hanging the Noel Night banner at Hartwell Park, facing Highway 62. The new Downtown Walking Map, developed for the Visitor's Guide, was also printed as a stand-alone map to be distributed to visitors at San Juan Skijoring and at local businesses throughout the winter.

2022 CHAMBER GOLF OPEN

The RACC brought back the Golf Open after a two-year, pandemic-related hiatus. In addition to promoting the community and providing fun business networking, the event resulted in the award of \$2,728 for Voyager Youth Program and \$1,000 for Ouray County Baseball. Tournament sponsors included Colorado Boy Pub & Brewery, Aspen Tree Service, RIGS Fly Shop & Guide Service, Dickerson Construction Inc., Shamrock Foods, Alpine Bank, Hazel's Housekeeping, Montrose Ford Nissan, Flower Motor Group, Becky and Charles Mueller, and Full Tilt Saloon.

FINANCIAL MANAGEMENT



HOW WE MANAGE OUR RESOURCES

Responsibly building reserves remains important to the RACC organization.

In 2022, the RACC managed a budget consisting of \$101,671 in Lodging Occupancy Tax (LOT) funds from the Town of Ridgway and Chamber memberships of approximately \$11,500. LOT funds were higher than the 2021 amount of \$93,705, while membership payments were approximately the same as in 2021.

The RACC Board made the decision to hire a full-time Executive Director at the end of 2021, as an important step in improving member relations and addressing economic development requests from the Town of Ridgway. salaried However, this position increased expenses considerably. compared to the cost of the past part-time marketing consultant. The Chamber also increased website expenses to improve functionality. These two budget impacts, along with the cost of maintaining the same level of marketing and promotions as in past years resulted in a net loss in the budget that was covered by the Chamber's reserve funds.

While the reserves helped the organization with important new expenses in 2022, the RACC is making plans in the 2023 budget to cut expenses back to previous levels. Responsibly building reserves remains important to the Chamber Board and staff. In addition to cutting expenses, the RACC plans to increase revenues by applying for grants from the Colorado Tourism Office, state agencies and other funders in 2023.

The accompanying financial report was prepared by Middleton Accounting & Consulting, which has provided all the RACC's accounting and financial reporting since 2018. This report comes directly from QuickBooks, and reflects a detailed P&L statement for the LOT budget for 2022.

Ridgway Area Chamber of Commerce Profit & Loss for Lodging Tax Class January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income Lodging Tax Income	101,671.05
Total Income	101,671.05
Gross Profit	101,671.05
Expense Advertising and Promotion Creative District Corridor CTO Marketing Grant Payment Online Media and Advertising, Print Media and Advertising Visitor's Guide Fullfillment, P Website Upgrades and Operations	2,500.00 2,591.43 8,073.00 8,064.46 7,700.00 12,593.59
Total Advertising and Promotion	41,522.48
Board of Directors Expenses Board of Directors Insurance	1,048.00
Total Board of Directors Expenses	1,048.00
Dues and Subscriptions Networking & Meeting Meals Payroll Expenses Directors Wages Hourly Wages Payroll Taxes Workers Comp Insurance Payroll Expenses - Other	891.45 2,002.34 53,574.60 2,345.40 4,277.88 148.00 56.07
Total Payroll Expenses	60,401.95
Postage Professional Fees Accounting Fees	169.93 5,731.76
Total Professional Fees	5,731.76
Professional Services Subcontractors	360.00
Total Professional Services	360.00
Visitor Center Operations Electric Licenses & Permits Natural Gas Office Supplies Property & Liability Insurance Repairs and Maintenance Sales Tax License Telephone and Internet Trash Volunteer Expense Visitor Center Contract Labor Water & Sewer	646.54 16.00 793.44 1.311.62 973.00 1.695.22 25.00 1.394.96 217.00 300.60 240.00 1.044.00
Total Visitor Center Operations	8,657.38
Visitor Center Marketing/Merch	110.00
Total Expense	120,895.29
Net Ordinary Income	-19,224.24



2023 PLANS

In 2022, the Ridgway Area Chamber of Commerce will continue to manage and increase Chamber membership, and focus communication strategies on responsible and sustainable tourism and promotion of the off-peak season.

Continuing to build upon the successes of previous RACC contractors and board members is the Chamber's primary focus. The current board is looking to Executive Director Ashley Perkins to spearhead and prioritize grant application opportunities as well as organizing a fundraising campaign and donation initiatives. Meanwhile, the Chamber Board hopes to champion community engagement by focusing on networking with a personal focus and sharing the values and benefits of joining the RACC through paid membership.

In 2023, the Lodging Occupancy Tax (LOT) budget request to the town will be \$105,000. However, with inflation and the higher cost of service expenses such as contractor fees, insurance, and printing costs, the Chamber will need to find ways to increase revenue. In addition to fundraising and membership drives, the RACC board will be engaging the community and town government in discussions about increasing the LOT from a 3.5% to potentially a 5% tax through a 2023 ballot measure.

To expand the Chamber's promotion of the whole business community, the Board and staff are working on a free, basic membership that will be made available to all Ridgway businesses and organizations. The RACC will also develop new marketing materials including videos on social media platforms such as TikTok. Other 2023 plans include providing opportunities for more members to host business networking events, continuing the Youth Volunteer and Career Fair, reopening the Visitors Center with longer hours and more volunteer support, organizing the Golf Open, and supporting our Shop Local! Campaign by championing Small Business Saturday and Noel Night.

The RACC would like to thank all of our members, the Town of Ridgway, our staff, contractors, volunteers, partners, and the local business community at large for your genuine support and continued engagement. We look forward to 2023 with our new focus and building on our experience from this previous year.





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

PROFESSIONAL SERVICES AGREEMENT: Ridgway Marketing and Promotions

THIS AGREEMENT is entered into as of this <u>10</u>th day of February, 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and the Ridgway Area Chamber of Commerce, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES

Contactor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference. Any material changes to Exhibit A and Budget shall be submitted to the Town Council in writing for approval prior to any change.

2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2023, unless terminated prior.

3. PROFESSIONAL RESPONSIBILITY

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys'



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fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. PAYMENT

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor 70% of the lodging tax revenues received in fiscal years 2021-2023, for services as described in Exhibit A. Payment shall be made on a monthly basis and upon collection and receipt of lodging tax funding by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. TOWN REPRESENTATIVE

The Town hereby designates its Town Manager, or his designee, as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement.

7. INDEPENDENT CONTRACTOR

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

8. ASSIGNMENT

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

9. INSURANCE

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Contractor shall procure and maintain the minimum insurance coverages listed below, and provide proof to the Town. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

A. Worker's Compensation insurance as required by State Statute and Employer's Liability Insurance covering all of Contractor's and any subcontractor's employees acting within the course and scope of their employment. If Contractor is an individual and has no employees and claims an exemption, proof of such exemption shall be provided to the Town.



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Contractor will maintain General Liability Insurance.

The parties hereto understand and agree that the Town 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, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

10. BREACH AND TERMINATION

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions can be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty-day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non- breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

Either party may terminate this contract by giving 60 day written notice to the other. In the event of termination of this contract, Contractor shall immediately repay to the Town any amounts not committed or expended, which it has received from the Town and shall conduct no further activities pursuant to this contract. Likewise, the Town will still reimburse Contractor for any amounts committed or expended in accordance with Exhibit A.

11. MISCELLANEOUS

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property. This contract shall be construed subject to Colorado Law.

12. DATE

This Agreement is dated February _/ Z_ 2021.

13. EMPLOYMENT OF "ILLEGAL ALIENS"

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term "illegal alien" is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- 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.



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- 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.



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14. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

TOWN OF RIDGWAY

By lohn Clark, Mayor

ATTES' Pam

Kraft, Tówn Člerk

CONTRACTOR: Ridgway Area Chamber of Commerce

By

Tim Patterson, President



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CRS 8-17.5-102 Certification

Name of Project:	Ridgway Marketing and Promotions
Date:	Z-12-Z1

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: Ridgway Area Chamber of Commerce

By:

Tim Patterson, President



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EXHIBIT A: Scope of Services

WHEREAS, the Ridgway Town Council ("Town") has levied a Lodging Tax upon the business of furnishing rooms or accommodations for consideration in a hotel, motel, apartment hotel, lodging house, motor hotel, guest house, or other similar lodging businesses in the amount of 3.5% of the entire amount charged for furnishing the room or accommodations, and

WHEREAS, Ordinance No. 01-2016 states that seventy percent of the net lodging tax revenues received by the Town shall be used for tourism promotion and economic development purposes, and

WHEREAS, the Town has determined that the Ridgway Area Chamber of Commerce ("Chamber") has the experience, expertise and mission to enable it to effectively conduct activities related to the above referenced purposes pursuant to this Contract with the Town, and the Chamber has presented the Town Council with a summary of detailed expenditures for the prior year and planned budget and expenditures for the current year that are acceptable to the Town, and

WHEREAS, the Chamber intends to operate a Visitor Center within the Town of Ridgway for the purpose of welcoming visitors and tourists and providing information and resources to the public for the benefit of all local businesses, residents and the Ridgway area, and

WHEREAS, the Chamber agrees to submit quarterly written financial reports to the Town, describing its activities during the prior three (3) months, including itemized expenditures of Lodging Tax funds for the quarter. The reports are to be submitted by the 5th day of April, July and October each year. The Chamber also agrees to bi-annual presentations to the Town Council describing its activities during the prior six (6) months. The first presentation shall take place at the July 14, 2021 regular meeting of the Ridgway Town Council. At the end of 2021, prior to February 15, 2022, the Chamber will provide to the Town an itemized year-end financial report of all Lodging Tax expenditures, as well as a Lodging Tax Report listing the accomplishments of that year. In addition, prior to February 15, 2022, the Chamber will deliver a presentation to the Town Council describing its activities during the prior fiscal year. The same general timeline and reporting and presentation requirements shall apply for 2022 and 2023.

WHEREAS, the Town may request, at the expense of the Chamber, a formal financial review and an official audit, by an independent outside auditor, of all finances related to public dollars, and the Chamber shall provide any financial documentation requested by the Town pertaining to Lodging Tax funds, and

WHEREAS, the Town and Chamber agree that a designated Town Council/Chamber Board liaison will be important to ensure beneficial communication, feedback and support for both the Town and Chamber in the administration of this Contract and expenditure of public funds, and both entities will work together to support this liaison in their efforts, and



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WHEREAS, the Town and Chamber desire to work cooperatively with each other, and other community entities and organizations, to develop economic development strategies that benefit the community and Ridgway area, and the Chamber is committed to supporting the Town's efforts in economic development, and

WHEREAS, the Chamber desires and agrees to market and promote the community and economic development initiatives of the Town in 2020, including but not limited to: Love Your Valley Festival and the Space to Create project, and

WHEREAS, the Town recently updated the Town's Master Plan and the Chamber was an active participant in that process in 2018 and 2019, and both parties desire to work together and commence implementation items related to marketing services as a result of the plan update, and

WHEREAS, the parties shall strive to provide each other with timely notification via email of all meetings, events, projects and collaborations on which the parties have mutually agreed to participate on, with notices sent to:

Ridgway Town Hall PO Box 10 Ridgway, CO 81432 pneill@town.ridgway.co.us

Ridgway Area Chamber of Commerce 150 Racecourse Road Ridgway, CO 81432 raccadmin@ridgwaycolorado.com

NOW THEREFORE, the Town and Chamber agree to the preceding Scope of Services for this contract.



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То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	February 2, 2023
Agenda Topic:	Request for authorization of staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Ridgway Public Works Department

ACTION BEFORE COUNCIL:

Council is asked to consider authorizing staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Public Works Department.

RECOMMENDED MOTION:

"I move to authorize staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Public Works Department at a total sales price of \$32,500."

SUMMARY AND FINANCIAL IMPLICATIONS:

Council earmarked funds in the 2023 Fiscal Year Budget for the purchase of a new truck for the Public Works Department. The new truck would be for Randy Barnes, *Public Works Maintenance Operator III – Collection & Distribution*, to drive on a day-to-day basis. The truck that the Public Works Department has elected to purchase, with Council authorization, is a Used 2019 Ford F250 XL at a price of \$32,500, which is well below the budgeted amount of \$50,000.

The Town's Procurement Manual states that contracts for the purchase of supplies, goods, equipment and services in excess of \$25,000 shall be approved by Council. Staff has followed all provisions of the Procurement Manual in exploring this purchase. Half of this expenditure would be paid out of the Water Enterprise Fund and the other half would be paid out of the Sewer Enterprise Fund.



То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	February 2, 2023
Agenda Topic:	Discussion and direction regarding participation in the Mountain Towns 2030
	Solutions Project

ACTION BEFORE COUNCIL:

Council is asked to discuss and provide direction on participation in the Mountain Towns 2030 Solutions Project.

OVERVIEW:

The Mountain Towns 2030 Solutions Project (MTSP) is a collaborative cohort-based program that provides communities with real-world expertise and opportunities to collaborate with peers; equipping participants with an impactful pathway to carbon neutrality. MTSP is designed to build capacity in every community, large and small. By working together, sharing ideas, data, and best practices, every participant will have the opportunity to learn from experts and colleagues and accelerate the collective progress on climate.

MTSP is designed to:

- Facilitate collaboration to help the participating communities overcome their shared challenges and accelerate their climate action planning. Each week, communities have the chance to share insights, ask questions and learn from other communities' experiences and specialist advice in real-time.
- Connect communities with actionable tools, data, and valuable resources to achieve their ambitious climate goals quicker and more efficiently. Create a toolbox of peer actions, projects, and progress that will make an immediate impact.
- Build capacity in communities that need additional resources.
- Take the discussion from the intangible to meaningful impact and benefits.
- Build working relationships and establish a network for mountain community colleagues to draw from.
- Facilitate continued collaboration and networking outside of the cohorts.

FRAMEWORK:

Participating communities can join a series of seven monthly collaborative work sessions where they will work directly with peers and experts to create an actionable plan that illuminates a pathway for climate action. Each convening gives communities the opportunity to collaborate with colleagues, discuss ideas and best practices, and hear from topical experts, gaining a deeper knowledge of specific climate planning challenges and solutions. The conversation will be supported by an online community platform enabling participants to connect and continue conversations with colleagues as needed.

2023 SESSION TOPICS:

February: Welcome & discussion: Making your carbon footprint a useful tool March: Buildings + Electrification April: Clean energy May: Transportation June: Zero waste



July: Natural climate solutions August: Next steps: Deploying solutions into your community

FINANCIAL IMPLICATIONS:

Mountain Town 2030's goal is to make MTSP as inclusive and accessible to every community as possible. The suggestion is a \$2,500 tuition. However, MTSP is leaving it up to individual communities to contribute as their budgets allow.

Kim Wheels with EcoAction Partners recently reached out to Mountain Towns 2030 staff and was informed that the program is very flexible with funding contributions and that they're highest priority is participation. The \$2,500 requested contribution level was established with larger communities in mind. EcoAction Partners is poised to participate in MTSP over the next 7 months to represent our region and is proposing a regional participation among Ouray County and San Miguel County communities. For communities wanting to participate via this regional proposal, EcoAction Partners is requesting a funding contribution from each community at a level that is comfortable and in line with each community's interest.

Questions for Council to consider:

- Would the Town like EcoAction Partners to participate on the Town's behalf?
- Would the Town like to participate directly, either for all sessions or only some of them?
- Would the Town like to contribute toward a total regional funding amount for MTSP, and if so, how much?
- Would the Town like to make a contribution to MTSP to directly participate in MTSP, and if so, how much?

For more information on Mountain Towns 2030 and MTSP, check out https://www.mt2030.org/.



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February 3, 2023

Town of Ridgway Attention: Ridgway Town Council & Preston Neill 201 N. Railroad Street Ridgway, CO 81432

RE: Ridgway Planning Commission Appointment

Members of Council and Preston:

I was recently notified by Jennifer Franz of her need to resign her seat on the Planning Commission. Her last meeting was on January 10, 2023.

The Town issued a *Notice of Vacancy on the Town of Ridgway Planning Commission* on January 16th. In all, the Town received six letters of interest in response to the solicitation.

In accordance with Section 7-1-1(A) of the Ridgway Municipal Code, I am formally appointing Ridgway resident Pam Foyster to fill the open seat on the Planning Commission, effective immediately. She will serve the remainder of the term vacated by Jennifer Franz, which expires on November 1, 2027.

Thank you for your time and attention to this matter.

Sincerely,

John I. Clark Mayor Town of Ridgway