Ridgway Town Council Regular Meeting Agenda Wednesday, October 11, 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/83411029603?pwd=UVZIeEpOT01qWDZXMjhwY0VibnRWQT09

Meeting ID: 834 1102 9603
Passcode: 461979
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. Register of Demands for October 2023.
- 2. Water leak adjustment for Account# 3850.0/Murphy.

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

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

3. Introduction and consideration for funding in 2024 Budget from Minerva West Performing Arts - Kathleen O'Mara and Brenda Ratcliff.

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

- 4. Update regarding Ridgway Athletic Park master planning process and possible direction Town Manager.
- 5. Resolution No. 23-13 Extending the Receipt of Waste, Refuse and Recycling Services from Bruin Waste Management Town Manager.

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

- Application: Final Plat for Subdivision and Planned Unit Development; Location: Town of Ridgway, Block 30, Lots 1-12; Zone: Historic Residential (HR); Applicant: Ridgway Homes, LLC; Owner: Ridgway Homes, LLC
- 7. **Application:** Final Plat for Subdivision and Planned Unit Development; **Location:** Lot 1, Triangle Subdivision; **Zone:** General Commercial (GC); **Applicant:** Tom Kennedy, Law Offices of Thomas G. Kennedy; **Owner:** Jake Cantor, Alpine Homes Ridgway, LLC
- 8. Second Reading of Ordinance No. 06-2023 Granting a Franchise to San Miguel Power Association, Inc., to Operate an Electric Power Utility within the Town of Ridgway and Fixing the Terms and Conditions Thereof Town Attorney.

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

- 9. Review and action on Subdivision Improvements Agreement between Town of Ridgway and Ridgway Homes, LLC Town Attorney.
- 10. Review and action on Subdivision Improvements Agreement between Town of Ridgway and Alpine Homes-Ridgway, LLC Town Attorney.
- 11. Interviews of Youth Advisory Council candidates and appointment of members Town Manager.
- 12. Introduction of Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway Municipal Code Concerning Floodplain Management Regulations and Adopting Updated Flood Insurance Study and Flood Insurance Rate Map Town Manager.
- 13. Ratification of purchase of audiovisual equipment for the Decker Community Room Town Manager.
- 14. Review and direction on proposal for the deployment of electric vehicle chargers in partnership with Helios Charging Inc. Town Manager.
- Presentation of the Draft 2024 Fiscal Year Budget Town Clerk/Treasurer.

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.

- 16. Update regarding Ridgway Wetterhorn Homes Project.
- 17. Letter from Mayor Clark regarding appointment to the Planning Commission.
- 18. Town Manager's Report.

EXECUTIVE SESSION The Town Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(f) for discussion of a personnel matter concerning the Town Manager's annual performance evaluation.

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 FUSE - 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 Uncompander 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:

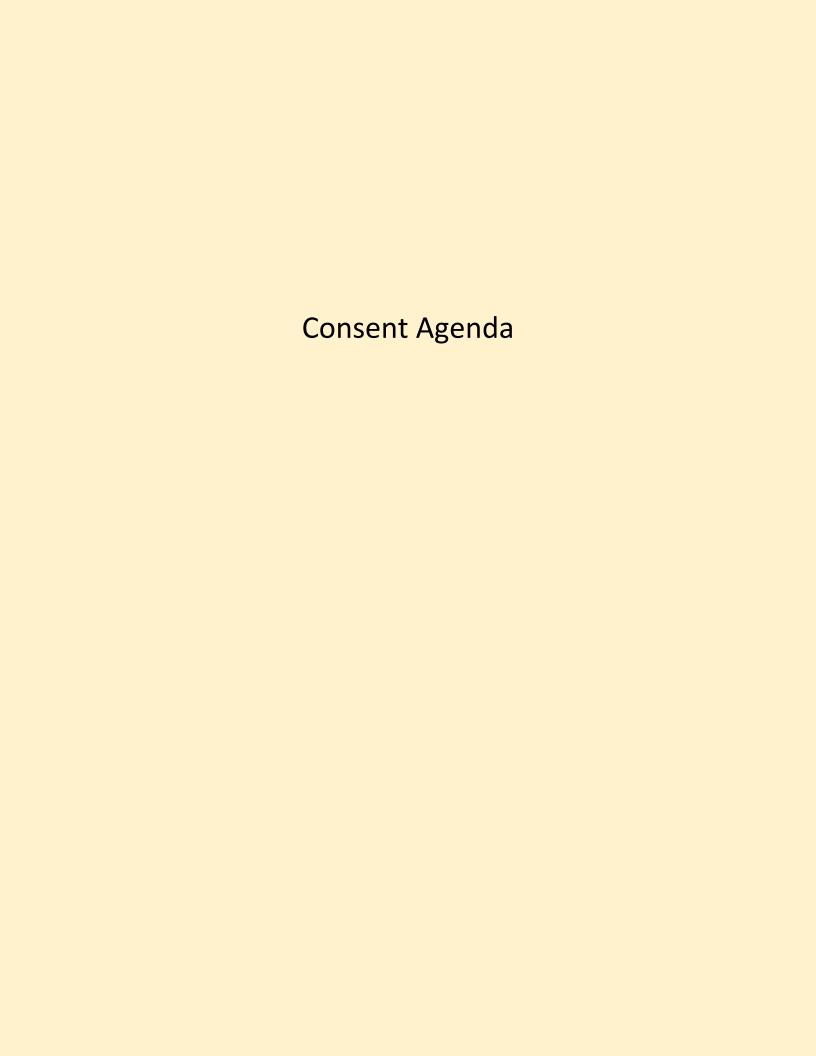
Chamber of Commerce - Councilmember Lakin

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Schuyler

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, November 1, 2023 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.



| | | | · ·· · |
|--------------------------|---|---|--|
| Name | Memo | Account | Paid Amount |
| W.W. Grainger, Inc. | | Alpine-Operating Account | |
| | refund sales tax - July 2020 thru | 30000 · Opening Balance Equity (| -117,102.76 |
| TOTAL | | | -117,102.76 |
| True Value | | Alpine-Operating Account | |
| | | 632GO2 - Supplies & Materials 732POO - Supplies & Materials 932WOO - Supplies & Materials 932SOO - Supplies & Materials 732PO1 - Supplies - c cntr/t hall | -6.25 -228.12 -125.34 -96.50 -45.31 |
| TOTAL | | | -501.52 |
| Consolidated Consulting | | Alpine-Operating Account | |
| | T/Engineer - GAC- Jan-Sept 2023 T/Engineer - planning T/Engineer - Aug-Sept 2023 T/Engineer - Aug-Sept 2023 Wetterhorn - engineering T/Engineer - CoHousing (to be re T/Engineer - Riverfront (to be rei T/Engineer - Old Fire House (to T/Engineer - Iron Rail (to be reimb) | 914WOO · Consulting & Engineer 519GOO · Contractual Services 614GO2 · Consulting/Contractura 914WOO · Consulting & Engineer 535GOO · Affordable Housing 519GOO · Contractual Services 519GOO · Contractual Services 519GOO · Contractual Services 519GOO · Contractual Services | -17,282.56 -560.00 -1,040.00 -1,040.00 -9,610.00 -1,850.00 -7,450.00 -3,200.00 -400.00 |
| TOTAL | | | -42,432.56 |
| Weehawken | | Alpine-Operating Account | |
| | | 5137GO1 - Weehawken Creative | -5,000.00 |
| TOTAL | | | -5,000.00 |
| Sherbino Theater | | Alpine-Operating Account | |
| | | 5135GO1 · Sherbino Theater | -15,000.00 |
| TOTAL | | | -15,000.00 |
| Pureline Treatment Syste | | Alpine-Operating Account | |
| | Oct 2030 | 989WOO - Plant Expenses - water | -1,650.00 |
| TOTAL | | | -1,650.00 |
| Ouray County Road & Bri | | Alpine-Operating Account | |
| | 8/23/23 - 9/6/23 8/23/23 - 9/6/23 8/23/23 - 9/6/23 8/23/23 - 9/6/23 8/23/23 - 9/6/23 | 660GO2 · Gas & Oil 760POO · Gas & Oil 960WOO · Gas & Oil 960SOO · Gas & Oil 860GO3 · Gas & Oil | -320.15 -145.44 -390.13 -341.55 -894.12 |
| TOTAL | | | -2,091.39 |

| Name | Memo | Account | Paid Amount |
|------------------------|--|--|--|
| JNCC | | Alpine-Operating Account | |
| | | 915WOO · Dues & memberships 915SOO · Dues & Memberships | -31.61 -31.61 |
| OTAL | | | -63.22 |
| Beth Lakin | | Alpine-Operating Account | |
| | Lakin | 536GOO · Wellness Program | -700.00 |
| OTAL | | | -700.00 |
| GM | | Alpine-Operating Account | |
| | thru 9/16/23 thru 9/16/23 thru 9/16/23 | 552GOO · GIS Mapping - admin 952WOO · GIS Mapping - water 952SOO · GIS Mapping - sewer | -483.66 -483.66 -483.68 |
| OTAL | | | -1,451.00 |
| GS Accutest Inc | | Alpine-Operating Account | |
| | | 990WOO · Testing - water | -176.82 |
| OTAL | | | -176.82 |
| ana Kepner Company Inc | | Alpine-Operating Account | |
| | meters (27) | 988WOO - Taps & Meters | -6,593.25 |
| OTAL | | | -6,593.25 |
| idgway Office Supply & | | Alpine-Operating Account | |
| | signs & banners zoning map copy | 778PO1 - Space to Create Meetin 540GOO - Printing & Publishing | -88.07 -7.50 |
| OTAL | | | -95.57 |
| bl Construction | | Alpine-Operating Account | |
| | boiler repairs | 731PO1 - Maint & Repairs - c cntr | -4,270.65 |
| DTAL | | | -4,270.65 |
| ruin Waste Management | | Alpine-Operating Account | |
| | second pickup - Sept 2023 | 742POO · Utilities | -1,649.16 |
| OTAL | | | -1,649.16 |
| m's Housekeeping LLC | | Alpine-Operating Account | |
| T. | Sept 2023 Sept 2023 Sept 2023 Sept 2023 | 778PO1 - Space to Create Meetin 779POO - Janitorial Service - parks 779PO1 - Janitorial Services - cnt 545GOO - Janitorial Services | -210.00 -1,562.30 -207.60 -207.60 |
| | | - 10000 Quintolial Golficos | -201.00 |

| Name | Memo | Account | Paid Amount |
|-----------------------------|------------------------------------|--|--------------------|
| Black Hills Energy-Hartwe | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 742POO Utilities | -40.22 |
| TOTAL | | | -40.22 |
| | | | 70.22 |
| Black Hills Energy-Broad | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 783PO1 · Broadband Station | -14.97 |
| TOTAL. | | | -14.97 |
| Black Hills Energy-PW Off | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 642GO2 : Utilities | -11.28 |
| | 8/23/23-9/22/23 8/23/23-9/22/23 | 942SOO - Utilities 942WOO - Utilities | -11,28 |
| TOTAL | O/ESIES-SILEIES | 942VVOO Volunties | -11.28 |
| TOTAL | | | -33,84 |
| Black Hills Energy-Town | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 742PO1 - Utilities - c cntr/t hall | -16.39 |
| | 8/23/23-9/22/23 8/23/23-9/22/23 | 842GO3 · Utilities 542GOO · Utilities | -16.39 |
| TOTAL | 0120120-0122120 | 542GOO * Otinties | -16 39 -49 17 |
| | | | |
| Black Hills Energy-Lift Sta | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 942SOO · Utilities | -26.17 |
| TOTAL | | | -26.17 |
| Black Hills Energy-PW Bu | | Alpine-Operating Account | |
| | 8/23/23-9/22/23 | 742POO · Utilities | -8.46 |
| | 8/23/23-9/22/23 8/23/23-9/22/23 | 642GO2 Utilities | -8.46 |
| | 8/23/23-9/22/23 | 942SOO · Utilities 942WOO · Utilities | -8.46 -8.46 |
| TOTAL | | | -33.84 |
| Sunset Automotive | | Alpine-Operating Account | |
| | | CC1CO2 Vahiala 9 Fauir Maria | 044.00 |
| | | 661GO2 · Vehicle & Equip Maint 961WOO · Vehicle & Equip Maint | -311.98 -311.98 |
| | | 961SOO Vehicle & Equip Maint | -311.99 |
| TOTAL | | | -935.95 |
| Ferguson Waterworks | | Alpine-Operating Account | |
| | main line break | 931WOO · Maintenance & Repairs | -154.93 |
| TOTAL | | | -154.93 |

| Name | Memo | Account | Paid Amount |
|-------------------------|--|--|---|
| Melissa McChristian | | Alpine-Operating Account | |
| | Film Fest. poster | 532GOO · Creative/Main Street P | -200.00 |
| TOTAL | | | -200.00 |
| Fishbone Graphics & Scr | | Alpine-Operating Account | |
| | Film Fest - t.shirts | 532GOO · Creative/Main Street P | -517.75 |
| TOTAL | | | -517.75 |
| Amerigas | | Alpine-Operating Account | |
| | propane-wtr plant | 942WOO · Utilities | -1,345.33 |
| TOTAL | | | -1,345,33 |
| Montrose Water Factory, | | Alpine-Operating Account | |
| | | 632GO2 · Supplies & Materials 732POO · Supplies & Materials 932SOO · Supplies & Materials 932WOO · Supplies & Materials | -15.43 -15.43 -15.43 -15.46 |
| TOTAL | | ,, | -61.75 |
| Verizon Wireless | | Alpine-Operating Account | |
| | | 741POO · Telephone 943SOO · Telephone 943WOO · Telephone 843GO3 · Telephone 532GOO · Creative/Main Street P 543GOO · Telephone 643GO2 · Telephone 552GOO · GIS Mapping - admin 952SOO · GIS Mapping - sewer 952WOO · GIS Mapping - water 830GO3 · Computer | -61.15 -135.79 -113.00 -203.85 -40.77 -91.54 -61.16 -10.01 -10.00 -50.02 |
| TOTAL | | | -977.36 |
| Pro Velocity | | Alpine-Operating Account | |
| | Oct 2023 Oct 2023 Oct 2023 Oct 2023 Oct 2023 Oct 2023 Oct 2023 | 556GOO · IT Services 615GO2 · IT Services 729POO · IT 820GO3 · IT Services 917WOO · IT Services 917SOO · IT Services | -1,546.38 -11,50 -35.00 -1,308.38 -817.87 |
| TOTAL | | | -4,537.00 |

| Name | Memo | Account | Paid Amount |
|----------------------------|---|--|--------------------|
| VISA - Alpine Bank | | Alpine-Operating Account | |
| | Dropbox - 2023 | 546GOO · Council/PC - Materials | -119.88 |
| | Adobe stock - Sept - Wick | 532GOO : Creative/Main Street P | -31.62 |
| | Fuse website - Sept 2030 | 532GOO · Creative/Main Street P | -39.00 |
| | Adobe - Sept - Neill | 514GOO Consulting Services | -19,99 |
| | Zoom - Sept 2023 | 546GOO Council/PC - Materials | -31.98 |
| | pants - Rachel | 883GO3 Uniforms | -126.50 |
| | camera support Aug 2023 | 819GO3 · Contractural Services | -140.00 |
| | Adobe - Sept - Schmalz | 830GO3 Computer | -19.99 |
| | training - ALEE | 821GO3 Workshops & Training | -244.23 |
| | pond liner | 931SOO Maintenance & Repairs | -8.99 |
| | keyboard | 541GOO Office Supplies | -28.99 |
| | storage containers | 541GOO Office Supplies | -46.75 |
| | storage containers | 732PO1 Supplies - c cntr/t hall | -46.75 |
| | trash bags Kenworth dump truck - air conditi | 732PO1 Supplies - c cntr/t hall | -99.94 |
| | Kenworth dump truck - air conditi | 661GO2 · Vehicle & Equip Maint | -373.01 |
| | Kenworth dump truck - air conditi | 961WOO Vehicle & Equip Maint 961SOO Vehicle & Equip Maint | -373.01 |
| | Kenworth dump track - all condit | 541GOO Office Supplies | -373.01 |
| | training book | 921SOO Workshops & Training | -26.95 |
| | Fuse - meeting snacks | 532GOO · Creative/Main Street P | -86.31 -11.23 |
| | Godaddy - Internet domain | 532GOO Creative/Main Street P | -11.23 -33.16 |
| | furnishings - kitchen | 778PO1 - Space to Create Meetin | -52.10 |
| | July 2023 | 531GOO : Community Outreach | -10.00 |
| | Adobe - Aug - Wick | 532GOO - Creative/Main Street P | -54.99 |
| | Fuse - QR Code software | 532GOO : Creative/Main Street P | -180.00 |
| | First Friday - food for art opening | 532GOO - Creative/Main Street P | -80.27 |
| | First Friday - food for art opening | 532GOO - Creative/Main Street P | -6.35 |
| | Fuse - lunch Fellowship meeting | 532GOO - Creative/Main Street P | -15.67 |
| | trash bags | 732POO Supplies & Materials | -733.07 |
| | | 732PO1 · Supplies - c cntr/t hall | -67.60 |
| | tires - F250 tires - F250 | 931WOO · Maintenance & Repairs 931SOO · Maintenance & Repairs | -522.12 -522,12 |
| TOTAL | | | -4,525.58 |
| Wells Fargo | | Alpine-Operating Account | |
| | | 541GOO · Office Supplies | -26.91 |
| | | 732PO1 · Supplies - c cntr/t hall | -45.76 |
| | ad - Marshal | 527GOO · Personnel - Recruitme | -159.00 |
| | cell phone | 532GOO · Creative/Main Street P | -29.99 |
| | | 732POO · Supplies & Materials | -19.43 |
| | | 732PO1 Supplies - c cntr/t hall | -50.45 |
| TOTAL | | 760POO · Gas & Oil | -50.35 |
| TOTAL | | | -381.89 |
| Hartman Brothers Inc | | Alpine-Operating Account | |
| | | 661GO2 - Vehicle & Equip Maint | -8.20 |
| | | 961SOO - Vehicle & Equip Maint | -8.20 |
| | | 961WOO · Vehicle & Equip Maint | -8.20 |
| | co2 - show #4 | 781POO - Events & Festivals | -45.95 |
| TOTAL | | | -70.55 |
| United States Postal Servi | | Alpine-Operating Account | |
| | Sent 2022 hilling | 051MOO - Bootog - ···-t | 442.40 |
| | Sept 2023 billing | 951WOO · Postage - water | -143,46 |
| | Sept 2023 billing | 951SOO · Postage - sewer | -143,46 |
| TOTAL | | | -286.92 |

| Agenda Item | |
|-------------|--|
| File No | |

STAFF REPORT

Subject: Request for water leak adjustment - Account #3850.0/Murphy

Initiated By: Pam Kraft, Town Clerk

Date: October 4, 2023

BACKGROUND:

Attached is a request for a water leak adjustment at 894 Sabeta submitted by Marisa Murphy. The leak was located between the meter and thehome, and created excess usage of 77,300 gallons. The leak was repaired immediately after being notified by staff of excess water use.

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to make water leak adjustments. The language is as follows:

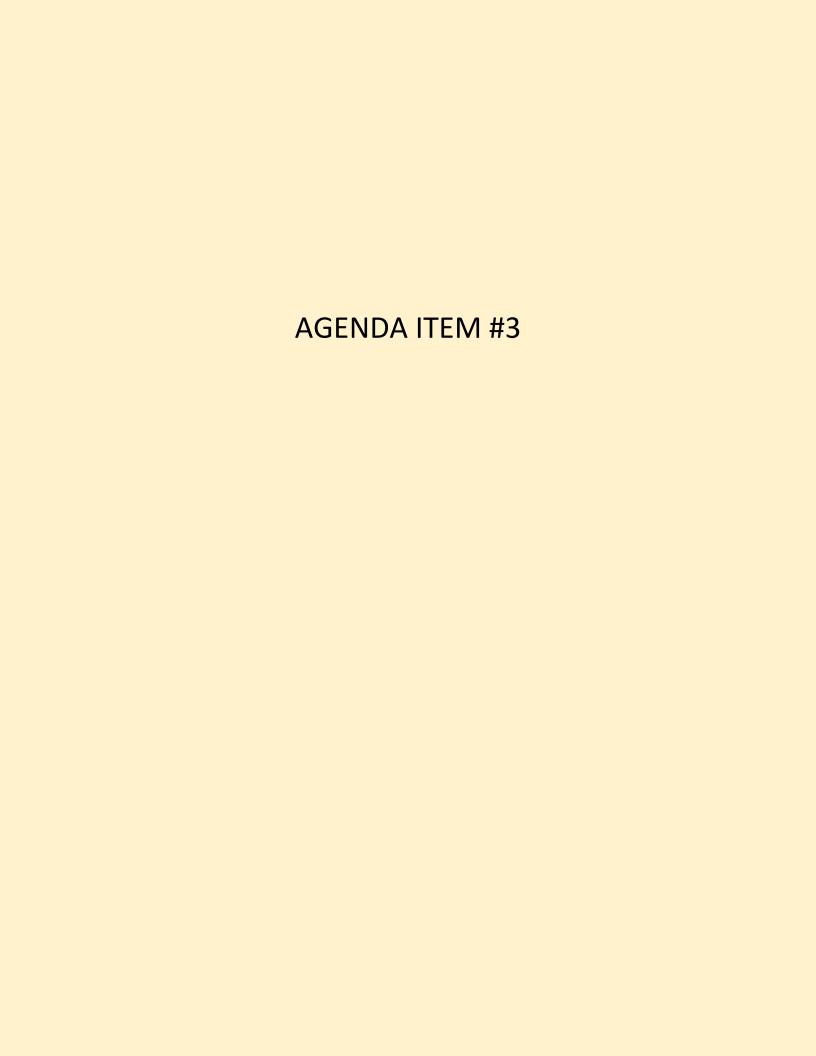
9-1-23: WATER BREAK ADJUSTMENTS.

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

The customer used 82,300 gallons in August and was billed \$1,175.50. This calculates to 77,300 gallons over the base allotment; based on the leak adjustment rate of \$11.00 for each 1,000 gallons between 5,000 and 10,000 gallons; \$13.00 between 10,000 and 18,000 gallons; and \$15.00 over 18,000 gallons, the customer can be awarded a water leak adjustment credit of \$325.20.

FINANCIAL CONSIDERATIONS:

There is a loss in revenue when the water rate is decreased.





September 22th, 2023

The Town of Ridgway
Mayor John Clark, Mayor Pro Tem Russ Meyer, Councilors JT Thomas, Polly Kroger, Kevin
Grambley, Beth Lakin and Terry Schuyler
PO Box 10
Ridgway, CO 81432

Re: Minerva West 2024 Funding Request

Dear Mayor Clark and members of the Ridgway Town Council:

Thank you for the opportunity to introduce Minerva West to the Council for consideration for funding in the 2024 Town budget. Minerva West is a local 501c3 community theater company established in May, 2022. Our mission is to inspire creativity, community, and personal growth by providing performance arts opportunities to all who want to participate, regardless of age, experience, or ability.

Minerva West (MW) grew from a deep commitment to local community theater. It was founded by our Artistic Director, Kathleen O'Mara, who developed the youth theater for Weehawken in 2015 and the adult theater for the Sherbino Theater from 2017 to 2022. MW is a western iteration of The Minerva Arts Center (Minerva Stage), in Williamstown, MA, also founded by O'Mara and friends in 1996. The organization derived its name from Minerva, the Roman goddess of wisdom, justice and sponsor of the arts.

In our first year, MW presented 11 shows with 41 performances, engaging more than 120 local actors, crew members, and volunteers ranging in age from 7 to 77. Our performances have been seen by over 1,700 people. We have also established ongoing after-school theater programs at both Ridgway schools. Our first year's performances included the following:

"Little to Big" Production (includes children and adults): Shrek! The Musical

Summer Youth Theater: *Aladdin Jr* Main Stage Production: *All My Sons*

Fall Elementary Youth Theatre: The Sorcerer's Stone

Fall Secondary Youth Theatre: Napoleon D

Main Stage Production: The Vagina Monologues

Spring Elementary Youth Theatre: Wonka

Spring Secondary Youth Theatre: Look Out, Olympus

Main Stage Production: **Godspell**Main Stage Production: **Play On**

Summer Youth Musical: Mary Poppins Jr

The schedule for the rest of 2023 includes:

Fall Elementary Youth Theatre: *Bilbo's Grand Adventure* (original adaptation of "The Hobbit")

Fall Secondary Youth Theatre: Buttercup and the Man in Black (an adaptation of "The

Princess Bride")

Main Stage Production: The Crucible

"Little to Big" Production: The Best Christmas Pageant Ever

To date, our funding has come from generous individual donors, a few local business sponsors and ongoing fundraising efforts, including the 2nd Annual "Spirit of the Season Holiday Bazaar and Talent RoundUp" scheduled for November 11th and 12th.

Our request to the Town of Ridgway is for a contribution of \$5,000.00 to be used to support our Youth Theater programs, specifically, funding scholarships to ensure all children who want to participate can, regardless of their parents' financial situation. Your consideration is greatly appreciated and we hope for the opportunity to answer any questions.

Respectively,

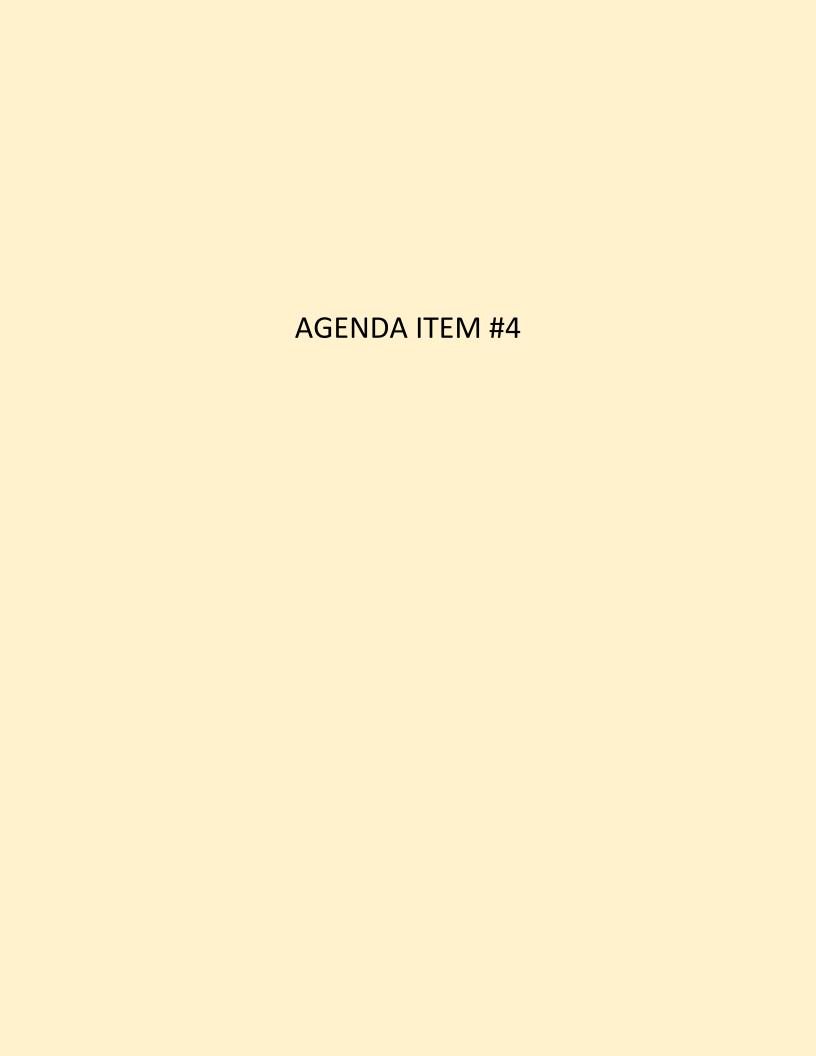
Minerva West Board of Directors

Brenda Ratcliff, President

Ninah Hunter, Vice President / Secretary

Deb Overton, Treasurer

Cat Lichtenbelt, Member at Large





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

To: Honorable Mayor Clark and Ridgway Town Council

From: Preston Neill, Town Manager

Date: October 5, 2023

Agenda Topic: Update regarding Ridgway Athletic Park master planning process and possible

direction

SUMMARY:

Back in June, after a competitive solicitation process, the Town entered into a Professional Services Agreement with DHM Design for the Ridgway Athletic Park Master Planning Project. Appended to this memo as Exhibit A is the Scope of Services and Timeline for Completion for the Project.

To kick-off the master planning process, the Town and DHM Design hosted a public meeting on August 3rd. The purpose of the meeting was for members of the public and various stakeholder groups to meet the DHM Design team and provide thoughts and ideas on the future of the Ridgway Athletic Park.

DHM Design developed park layout concepts based on the initial feedback that was received at the first public meeting, and also based on the results of a survey that was available from August 10th through August 29th where participants were asked to identity needs and priorities for the Athletic Park.

The Town and DHM Design hosted a second public meeting on September 18th to present the park layout concepts that had been developed and for members of the public and various stakeholder groups to provide feedback on the concepts. Shortly after the meeting, the concept plan options were made available for public viewing and public comment at https://townofridgway.colorado/gov/. Feeback is being solicited through October 20th. As of 2:30 p.m. on October 6th, the Town has received 72 emails and comment letters. All of them are appended to this memo as Exhibit B.

As we prepare to venture into Phase 3 of the Scope of Services where DHM Design will prepare one final preferred layout for the Athletic Park, and given that so much feedback has been provided, direction is sought on whether to include specific uses at the Athletic Park site.

ATTACHMENTS:

Exhibit A – Scope of Services and Timeline for Completion Exhibit B – Public Comments

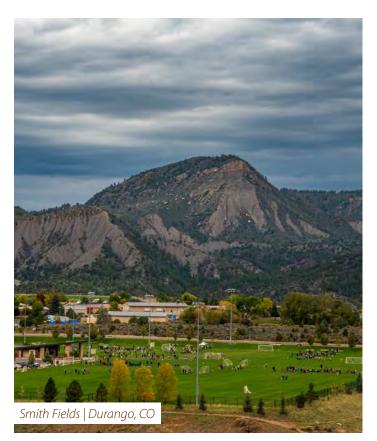
Work Plan Athletic Park Master Plan Project Scope of Services and Timeline for Completion

PHASE 1 - (June - July, 2023)

Kick Off Meetings, Site Investigations, Analysis Programming -Trip #1

Our work plan for completing the Ridgway Athletic Park Master Plan shall consist of three phases. In Phase 1 we will have virtual kick-off call with the Town, followed by an in-person site visit and a scoping meeting. To prepare for the in-person site visit, our team will prepare site maps of existing conditions. We will mark these up in the field per our observations and will also redline them per input from the Town. During this first in-person visit, we will also take drone imagery of the Ridgway Athletic Park to use in preparation of our site analysis documents and master plan graphics. As a part of the initial site visit, we will host a stakeholder meeting and get initial project direction from this group. After the stakeholder meeting and site visit to the Athletic Park, we will host a public meeting to receive feedback from community members on their ideas for the park.

- Kick-off Call with Town (virtual)
- Site Visit Preparation/Site Visit #1/Scoping Meeting with Town (*Meeting #1*)
- Site Data Gathering: ACAD or GIS Maps, Analysis of Parks needs, issues, constraints and opportunities. Base map prep for public meeting.
- Programming Public Meeting and Stakeholder Input (Meeting #2)



PHASE 2 - (August - September, 2023)

Preliminary Concept Development

In Phase 2, we will prepare inventory and analysis maps of the Athletic Park based on our site visit and input from stakeholders and community members that participated in the initial meeting. In our analysis, we will study community activity areas, different locations for desired amenities, parking, and connectivity opportunities. We will use these analysis diagrams to prepare two different layouts for the Athletic Park represented in colored rendered plans with labels. Each plan will include a preliminary opinion of probable costs and feature ADA accessibility. These plans will be sent to the Town for review and revision prior to a public meeting to present the two layouts. We will then schedule a public meeting in coordination with the Town to present these two options to the community and receive feedback and revision suggestions. We will also develop a priority list of elements and facilities for the Ridgway Athletic Park based on public input to meet current and future desires of the community.

- Prepare Maps for inventory/analysis of existing park, community activity areas, community connectivity opportunities.
- DRAFT Conceptual Design Alternatives (assume two color rendered plans, preliminary opinion of probable costs)
- Present Conceptual Design Alternatives Community Meeting (*Meeting #3*)

PHASE 3: - (October – November, 2023)

Final Master Plan

In Phase 3, our team will prepare one final preferred alternative layout for the Ridgway Athletic Park. This will consist of a rendered plan and an updated estimate of probable costs. We will coordinate with the Town to confirm that this final option meets their design goals for the park. This final master plan option will be presented to the community in our final public meeting. We will provide the Town with the final master plan graphic and estimate of probable costs, as well as, any supporting material that was documented as part of this process that the Town requests.

- Develop Preferred Alternative (color rendered plan, update opinion of probably costs)
- Community Meeting to Present Final Master Plan (Meeting #4)
- Final Master Plan Deliverable to Town



From: Adam Birck <adam.birck@gmail.com> **Sent:** Thursday, September 21, 2023 3:10 PM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: New Ridgway Athletic Park

Hi Preston-

I haven't been sure who to contact regarding my concerns with the plan options I've seen for the new Ridgway Athletic Park. I have filled out the survey- but it seems a small, vocal few have had a major influence over the current design process. If there are additional people to whom this letter should be sent, please let me know.

I have been a community member for around 7 years and have live in the area for over 15. I coach my daughters 5th grade soccer team and have for the past 4 years. One thing that has always been a great source of pride is the amazing condition of the Ridgway soccer fields.

So, here are a couple of observations from a coach who uses the fields regularly.

It is great to have lots fields with lots of different sizes- all of the age groups use the different fields. If they are open, we often use the little fields for small sided games or the medium field for medium sized games.

The fields are in constant use during the fall and spring soccer seasons and are frequently used in the summer for camps and training by both boys and girls. It's tough finding and organizing all the practice times- so each field is super vital and they all need to be able to be used at the same time.

One issue currently is the high school soccer field already regularly kicks balls into the adjacent field even with approx. 30' of separation. It's a real hazard and quite distracting for both practice and games.

This leads me to the proposed plans. By reducing the space available for soccer, this plan creates a much more hazardous condition for players and spectators. Having the shooting ends of the fields lined up with no separation is not a good idea and will severely limit the usefulness of each field. Additionally, there needs to be sideline space for spectators, circulation, and errant balls. The fields, as drawn, are way too close together and not lined up correctly.

Additionally, the athletic park has the only soccer fields in all of Ouray county, and the only HS reg. field. Compromising these fields would be a great disservice and discouragement to a growing and enthusiastic coed youth sports program.

While I support all outdoor recreational activities, it would seem a few of the proposed elements would fall outside the realm of "athletics" - like the dog park and solar array.

It also seems the bike track might be best serviced elsewhere in the community. We have two tracks currently, and I rarely see either of them used or maintained...

While I am very excited Ridgway is working to upgrade and improve the Athletic Park, I am very concerned about how much soccer is being compromised for a sport that already has three fields within the county and for program elements that aren't athletic in nature. I look forward to another option that makes sure that soccer is appropriately considered for both functionality and safety.

Thank you for your time and consideration in this matter.

Respectfully, Adam Birck

-----Original Message-----

From: Allison Hersh <ali.m.taylor@gmail.com> Sent: Thursday, September 21, 2023 11:15 AM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: athletic field

Hello!

I am writing to express support for the newly created third option for the athletic park renovation which includes an additional little league field. I haven't been able to attend the meetings unfortunately but wanted to get our family's vote in.

Thanks for your diligence in seeking community feedback!

Ali Hersh

Sent from my iPhone

From: Alisa Gardiner <bluedoorgis@gmail.com>
 Sent: Wednesday, October 4, 2023 12:01 PM
 To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Park

Hey Preston, thanks for the Option 3 choice. I am on the OCSC board and coach the U15s and would like to throw another voice behind the letter submitted by the club. I'm not sure what measurements were used for the fields but as details get hammered out, there will need to be spacing between fields. Also, the way the fields are aligned leaves no space for rotation or shifting to preserve the grass so we'll probably need turf repair in the budget every year. It must be exhausting muddling through 1000 individuals and their desires for the space.

Please pass on a huge thank you to the public works guys for the efforts on the soccer field ditch. I can't express my appreciation enough. \triangle

Good luck on this park journey, thanks for letting me throw my 2 cents in. Alisa

From: Amber Perkins <amber.perkins0905@outlook.com>

Sent: Thursday, September 21, 2023 11:58 PM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Field Feedback

Good evening!

As a parent of three young children in Ouray County, I want to express my gratitude and excitement towards the future improvements of the Ridgway Athletic Field.

My children have played soccer and baseball. It was amazing to see the growth in participation this year with the baseball program!

This growth warrants a consideration for a variation of "Option 3", which includes a second baseball field. With so many teams in Ouray County trying to use the single field for practice and games, scheduling is very challenging with only 1 field. Please consider recommending a design that includes a second baseball field.

Thank you for your service to the community!

Sincerely,

Amber Perkins Owner **Ouray Riverside Resort** AND Mother of 3 elementary students ©

From: Arleen Richter <arleenrichter@gmail.com> **Sent:** Wednesday, September 20, 2023 11:47 AM **To:** Preston Neill cpneill@town.ridgway.co.us>

Cc: Kate Kellogg katebkellogg@gmail.com; Geoff Tischbein kee Hilton kee Hilton kee Stofferahn kee Stofferahn kee Stofferahn@gmail.com; Kee Stofferahn kee Stofferahn@gmail.com; Sue Carriere Wilson keellogg@gmail.com; George & Vilma Fadoul keellogg@gmail.com <a href="keellogg@

Subject: Athlete Field plan

Hello Ridgway Athletic Field Team,

I'm writing to have my comments about the proposed new plans for the field included in the decision making process.

It will be very unsightly to have a solar array on the field.

I think a dog enclosure using a chain link fence will also be unattractive. Leaving the baseball fencing were it is, along the parking lot, would be best for the aesthetics.

The field allows for an open, beautiful space which is appropriate for Ridgway as a rural town. To put these 'industrial-looking' elements on a field meant for sports, relaxation, recreation, dog walking and landscape viewing, etc., is Very Inappropriate!

Solar arrays should be put in areas that do not affect the viewscape of the mountains. I might suggest locating it near the SMPA office.

I very much hope that the Town does not allow these plans to go through. Thank you,

Arleen Richter 596 Sabeta Dr unit e, Ridgway, CO 81432

From: Avery MacKenzie <averycmackenzie@gmail.com>

Hi Preston-

Just wanted to voice support for the athletic park concept plan 3! All would be great additions to our community, but having additional athletic fields for children seems more important to me than a small solar array.

Thanks Avery

Avery MacKenzie MD FACEP Montrose Regional Health Emergency Medicine Western RETAC Regional Medical Director

From: Beverly Strength <crazybssmokeshop@gmail.com>

Subject: Re: Athletic Park Concept Plan Options Available for Public Comment - Autoforwarded

Plan #3

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

From: Blair Truman < blairtruman@yahoo.com >

Date: Thu, Aug 3, 2023 at 3:38 PM

Subject: Baseball field

To whom it may concern,

Hi long term Ouray county citizen Blair Sturdevant here. I graduated in Ridgway class of 2003. I have two small children. One who attends Ridgway Elementary school and one soon to be attending. I'm writing to address the town recreational space regarding the baseball field and pickle ball court. Growing up in Ridgway we always had to travel to other towns to play and compete in outdoor sports because we didn't have an adequate soccer field or baseball field. This was a lot for us, our parents and the sports organizers to deal with outside of work, homework and family time. I feel as thought it's very important to provide our youth with healthy outdoor activities in order to support healthy growth and families. I 100 percent support a baseball field going in the town park and applaud you for considering it. Thanks for your time. Blair Sturdevant 526 Hyde st. Ridgway, Co 81432

Mr. Preston Neill, Town Manager Town of Ridgway 201 N. Railroad Street Ridgway, CO 81432

Re: Ridgway Athletic Park - Master Plan

Dear Mr. Neill,

I am writing concerning the Town of Ridgway – DHM Design meeting scheduled for August 3, 2023. Please accept these written comments as I cannot attend the meeting in person. I am writing to support Ouray County Baseball (OCB). Over several years, I've witnessed OCB grow its little league baseball program. The Town can support OCB and its continued growth by including improvements to the baseball diamond and planning for a second baseball field with an expansion of the Ridgway Athletic Park to the south.

My wife and I have lived in Ridgway for the past ten years, and over that time, we've seen the Town grow into a vibrant community, attracting families who wish to work and raise their children here. By providing recreational opportunities to these families, we can help this population segment grow. OCB has ninety kids in its program, with seven teams participating in regional leagues. As these kids grow and matriculate through the program, they need adequate facilities.

The current facilities at the Athletic Park are insufficient to support OCB at its existing enrollment levels. A second baseball field to the south and a repair to the current field will help the OCB program with its operations and growth. Long term, the Athletic Field master plan should incorporate seating and bleachers, fencing around the fields, scoreboards, concession stands, lights, batting cages, and bullpens. Such improvements and new facilities will allow the Town to host regional baseball tournaments and adult softball games and tournaments. These tournaments will bring more visitors, leading to more sales and lodging taxes being remitted to the Town.

Thank you to the Town and DHM Design for hosting this meeting. I anticipate that there will be several other community groups providing input as to the long-term vision of the Athletic Park; however, as a resident of Solar Ranch, next to the Athletic Park, it is my observation that from May through July of every summer, it is the kids, coaches, volunteers and parents who make up OSB that are the most frequent users of the Athletic Park.

Sincerely,

Bo James Nerlin Bo James Nerlin

----Original Message-----

From: ericabree kiparsky.com <ericabree@kiparsky.com>

Sent: Thursday, September 21, 2023 11:03 AM To: Preston Neill <pneill@town.ridgway.co.us> Subject: Ridgway Athletic Park public comment

Dear Ridgway,

Thank you for opening the concept plans for public comment. I want to advocate for concept plan 3 (or some variation thereof). Baseball is such an important part of our children's lives in Ouray county and we desperately need two fields (this is the only concept that has two baseball diamonds: a full size and a little league field). I am a strong advocate of environmental sustainability so it is a shame to lose the solar microgrid from this design. But this is an athletic park and we need to address key athletic issues as a priority. Please support the creation of a second baseball diamond.

Thank you! Bree Rosenblum

From: Brian Giron bent: Tuesday, September 26, 2023 11:22 AM **To:** Preston Neill pneill@town.ridgway.co.us

Subject: Sports complex master plan

I feel very strongly we need option 3 or a variation that includes 2 baseball fields, 1 full size. As Baseball continues to grow at the youth level we need the additional space.

Thank you!

Brian Giron

From: Bruce MacIntire <brucem@luxwest.com>
Sent: Thursday, September 21, 2023 2:47 PM
To: Preston Neill cpneill@town.ridgway.co.us>

Subject: The Athletic Park options

I like Option 1 the best. It provides breathing room between the various uses and it includes the solar farm.

Options 2 & 3 lines up the soccer fields. Missed shots on goal are going to go right into the adjacent field. The third base line on Options 2 & 3 begs batters to shoot for the pavilion. Maybe it's too far, but the big hitters will be swinging for it.

I appreciate the little league field on Option 3, but I played little league on the "big kids" field. We just moved the bases in. And a solar farm is a better use of the space.

| Just some thoughts Bruce | |
|---------------------------|--|
| | |
| Bruce MacIntire | |
| <u>brucem@luxwest.com</u> | |
| <u>C 970-729-0979</u> | |
| O 970-708-0939 | |
| | |

ELLISONMACINTIRE.COM

From: Chad Coulter <cacoulter5@gmail.com>
Sent: Wednesday, September 27, 2023 3:02 PM
To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Park Concept Plans

Greetings,

I am writing to express that I was very glad to see a third design concept for the athletic park space which included a little league baseball diamond. It is absolutely necessary to provide a baseball field for little league if we expect Ridgway to have a team to actually utilize the new high school field that will be built. Building a high school ball field would be a waste of money if there is no space to support and foster a future high school baseball team.

Thank you, Chad Coulter

-----Original Message-----

From: Christine Hawkins <cac_Inc@yahoo.com> Sent: Sunday, September 24, 2023 7:14 AM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: RE: athletic park plan options

PLEASE go with option three where the pickle ball Courts are the furthest away from all residents. Having it any closer to the majority of the residents who encompass the park would be too noisy and disruptive to our nice peaceful community.

Thanks! Christine Sent from my iPhone

From: cryptocrystalline <cryptocrystalline@yahoo.com>

Sent: Thursday, September 21, 2023 10:53 AM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Park comments

You will have a full inbox with these!

Slight modification of Option 1, attached. Removes solar array, uses Option 2 soccer fields layout, specifies that the baseball field have dual base positions to support baseball, little league, and softball, and moves dog park centrally. Groups related activities better.

Thanks!

Clark



From: Crystal Merrill <crystalgeise@gmail.com> **Sent:** Thursday, September 21, 2023 2:55 PM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: Re: Athletic Park Concept Plan Options Available for Public Comment

Hi Preston,

Crystal Merrill here. I live in Ridgway, down on S. Lena Street. I filled out the survey for the Athletic Park but was unable to attend Monday's meeting. I think all of the proposed park options are really good. My vote is strongly for Concept #2. It seems to spread out the different user groups, especially the areas that will likely receive the heaviest use.

Thanks!



Subject: Frontier Park preferences

Hi Preston,

I think the Park Planning group has done a very good job, but it seems the baseball "interest group" was given undue consideration and influence at the last meeting. I believe option/plan 1 is by far the strongest proposal, putting the bike and skateboard parks together, putting pickleball distant from homes but closer to parking, including solar, and enlarging + moving the baseball field to the SE. In option one, the baseball fence doesn't cut Frontier Park in two. As I see it, everybody "wins".

The placement of the large baseball field in options two and three and the surrounding fence is very intrusive - for a space that is seldom used compared to soccer and pickleball. The pickleball court space is very distant from parking. And option three replaces our solar with another baseball field - making baseball the huge winner and most everyone else losers. Thanks for taking comments on this!

Dave Jones

From: David Wenger <davewenger@msn.com>

Sent: Friday, October 6, 2023 2:13 PM

To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic field concepts.

Option #1 is the most practical and logical use of the field. It keeps a walking and bicycle paths in a flow

throughout the field.

Option makes the most sense.

I'm against the solar panel area.

An athletic field is not the right place for solar panels. They are ugly to look at especially after a few years of neglected maintenance.

Area is be better suited for an activity for everyone to enjoy. I would not like my tax dollars going to maintain or pay for the solar system.

Regards,

Dave Wenger, Ridgway

Sent from my Verizon, Samsung Galaxy smartphone Get <u>Outlook for Android</u>

-------Forwarded message -------From: <grammy1148@gmail.com>
Date: Wed, Aug 2, 2023 at 4:48 PM
Subject: Ridgway Athletic Park

Our kids (90 this year) have shown that a local baseball field is where they would like to be spending their spring and summer days. So many of these kids started in the T-ball program and have continued moving up through the different levels. For many, their dream includes playing ball for their high school, impossible without a dedicated field and fencing. Sharing the one field that is currently there always leaves a team without a field to practice on...surely we can plan better for our athletes and future athletes that have chosen the all-American sport as their sport.

What better way to support our youth and support their dream then provide a field for them to play on and a gathering place for our community!

Debbie Mathis 178 Marmot Drive Ridgway, CO Sent from my iPhone

From: deeouraywild@gmail.com <deeouraywild@gmail.com>

Sent: Wednesday, September 20, 2023 3:23 PM **To:** Preston Neill preill@town.ridgway.co.us>

Cc: 'Kate Kellogg' <katebkellogg@gmail.com>; 'Geoff Tischbein' <geofftischbein@gmail.com>; 'Arleen Richter' <arleenrichter@gmail.com>; 'Micheal Moore' <mtoddmoor1153@gmail.com>; 'Ken Stofferahn' <kenstofferahn@gmail.com>; 'Pam Stofferan' <pemstofferahn@gmail.com>; 'Sue Carriere Wilson' <scarrierewilson@gmail.com>; 'George & Vilma Fadoul' <gmgv@aol.com>

Subject: RE: Athlete Field plan

Ridgway Athletic Field Team and Preston Neill,

Arleen's email said it well and I want to add my input! Because of working in Ouray until 6:00 pm Mondays and Tuesdays, I have been unable to attend any of the meetings.

I am appalled the group would even consider putting a solar array in front of our properties!! We have beautiful views of the mountains and it's one of the reasons we moved here. To say we are against putting them in front of our condos is an understatement!!

Location of the dog park is also NOT acceptable! Again not in front of our condos. I was involved in Ouray with getting the dog park in town, and now everyone realizes it was a mistake to put it where it currently is. Owners of the motel receive a lot of complaints from barking dogs. When there is a fenced dog park, generally people leave their dogs unattended while they chat with other dog owners and the park becomes a loud noise problem and a "poop" field. Again, this is NOT a good idea.

Please reconsider location for both of these projects. There are other places in town that wouldn't effect residential communities like this would.

Thanks you for taking all our input into consideration and moving these projects elsewhere! Dee Moore

----Original Message-----

From: Duane Alleman <duanealleman@yahoo.com>

Subject: Ridgway Athletic Park

Hi Preston,

Our family owns the ranch just south of the Athletic Park at 6085 County Rd 23 (Elk River Ranch).

We strongly support Option 1 of the Park Design Proposals which has the Pickleball courts adjacent to the parking lot.

We are definitely NOT in favor of the proposal for a Solar cell area instead of a baseball diamond which is in keeping with the purpose of athletic use of that area for the children and adults of the Ridgway area.

Thanks for your consideration and important work on this project.

Sincerely,

Duane & Linda Alleman Don & Carol Dahlstein

From: Big D <dwightolivier@gmail.com>
Sent: Saturday, September 23, 2023 4:57 AM
To: Preston Neill pneill@town.ridgway.co.us>

Subject: Athletic Park redesign

Hello Preston. I looked over the three proposed concepts for the redesign, and I am in favor of concept 3. It appears as though a solar microgrid has been worked into concepts 1 and 2, in favor of a youth baseball field. I think the baseball field for youth is as important for our community especially at our athletic park. Not to take away from the benefits of clean energy, perhaps the two ball fields could be brought closer together, allowing for a solar microgrid in the outfield of the youth park, where few baseballs are likely to roam? Just thought I would contribute my thoughts, feel free to reach out if you have any questions or concerns, Dwight Olivier

From: ellenfinlay@yahoo.com <ellenfinlay@yahoo.com>

Sent: Friday, October 6, 2023 8:26 AM

To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Proposal re modifications to the town park area

I would like to support Proposal 1. I am part of the pickleball group. But more important I'm an avid tennis player trying to create more daylight for when tennis players can use the courts. Proposal 1 will not only deal with the realities of the exponential growth in pickleball (and the fact that the die hard members play throughout the winter- cold be damned), but it will return full use of the tennis courts to tennis players regardless of the day of the week. I am not trying to ignore baseball/ soccer players. But the reality is the population of Ridgway is on the older side because of the large number of retirees/ semi-retirees who play racquet/ paddle sports every day.

Thanks, Ellen Finlay

From: Erin Smith < mrserinmsmith@gmail.com >

Sent: Thursday, August 3, 2023 1:59 PM

To: marissaamathis@gmail.com

Cc: Debra Overton < doverton@town.ridgway.co.us; Amy Smith < mrsamysmith555@gmail.com> Subject: In support of building a compliant baseball / softball field in the Ridgway Athletic Park

To Whom it May Concern,

Our family is in wholehearted support of building a compliant baseball / softball field in the Ridgway Athletic Park to better bolster youth programs, school programs, and adult leagues and (hopefully!) tournaments. A compliant field in our community would be a huge WIN for current and future generations (along with the adults that love them). This community is all about promoting healthy activities, fostering community togetherness and belonging, and a deep appreciation for the outdoors and a new compliant baseball / softball field reinforces all of these goals and more. Please don't miss this prefect opportunity to make our community even better!

Regards,

Erin & Amy & Jaxyn Smith 555 Chipeta Dr Ridgway CO 81432 970.708.0082 pronouns: (she/her)

From: Gary Dick <garydick01@gmail.com>
Sent: Thursday, September 21, 2023 11:23 AM
To: Preston Neill pneill@town.ridgway.co.us>

Cc: John Clark <jc@jiclark.net>

Subject: Athletic park concepts - comments

Hi Preston - I think the following should influence the design:

- 1) We live within earshot of the current pickle ball courts so have direct experience of them. It's not the clicking of the paddles and balls so much as the noisy exclamations of missed shots as exuberant players enjoy the game. At present, its fine but 12 courts in one place would be disruptive constant noise of way more paddles hitting balls and way more noisy players. For this reason, I think the pickle ball courts MUST be sited in the south east corner as far as possible away from all the residences surrounding the field. (Concepts 2 or 3). Note also that, unlike the soccer pitches where there are long periods or inactivity between games or tournaments, these courts are in high demand and generate noise for much more of every day.
- 2) I think it's laudable to have solar panels in the project however, both concepts with panels show them in locations I would object to if I owned a house with a view across the field. Screening the panels from view with trees will obstruct views from those properties. If solar panels are incorporated, I would pick concept 2 and screen the panels from sight with a berm on the east, north and west sides sized so ground floor views of the mountains are preserved and the panels are screened both from ground floor windows and from users of the park as they walk around.
- 3). It's an athletic park and should be used as such so the highest and best use is not solar energy production. The solar panels are being jammed in there can we not find a better place to do that, as a standalone project, properly and efficiently designed for that purpose? Is there land at Mall road that could be used for example?

For those reasons, I pick concept 3. (With concept 2 as a distant second choice - provided sight screening berms are installed around 3 sides of the solar panels).

| Best wishes | Gary Dick |
|--------------|-----------|
| ///- | • |
| | |
| 443-604-7707 | |

From: isabella greischel <igreischel@gmail.com> **Sent:** Thursday, September 21, 2023 5:49 PM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: Ridgway Athletic Park

Hello,

As someone who lives on the edge of the soccer fields, I would prefer for concept plan 2.

Thank you Bella

From: Meredith Coulter < jmcoulterfamily@gmail.com>

Subject: Ridgway Athletic Park

Good morning Preston,

Jake Coulter here.

Not being able to attend town council meetings I am trying to keep up to date with the athletic park concepts. I appreciate the latest Concept (3) and how it focuses on athletics in the park. A lot of opportunities for kids to play sports and adults who never grow up to enjoy pastimes. The biggest thing I appreciate is 2 baseball diamonds.

If I may at this point in the game, make a suggestion about the layout. I also want to be respectful that this may just be a concept now and not a formal layout/plan. Making use of space for athletic fields in a small park can be challenging. Also, taking into account a safe layout for spectators, cars, children, etc. I highly suggest speaking with athletic park developers or other towns (montrose) on how they design athletic parks to maximise the available space. I have a few contacts that can help in this process and about sod installation if you are interested? I recommend a focus on maximizing space for athletics and not landscaping the park for beauty with athletics scattered among the trees. Thank you for reading my email and creating this opportunity to upgrade a much needed athletic park for Ridgway.

*Note: Will the town open a paid position for Recreation Department Manager? Someone to create leagues and organized sports?

With much appreciation, Jake Coulter 970-596-1235

From: Jeanne Casolari < jcasolari84@msn.com> Sent: Wednesday, October 4, 2023 8:09 PM To: Preston Neill < pneill@town.ridgway.co.us>

Subject: Athletic Park

My vote is for Concept 3 Athletic park. Solar array does not fit in with Family recreation as the park should be. Also it is a concern that baseballs might accidentally be hit on these panels. Is it possible the energy from the panels would damage the grassy areas near it.

Can the Town find another location that would be more suitable for solar array such as Green street or other Town property?

Thank you for looking into better options.

Respectfully, Jeanne Casolari

From: jjambor@mindspring.com <jjambor@mindspring.com>

Sent: Tuesday, October 3, 2023 1:35 PM **To:** Preston Neill < pneill@town.ridgway.co.us>

Subject: Athletic Park Comments - Option 1 Preferred

Preston,

In my capacity as VP of the Ridgway Pickleball Club Board, I'm writing to share my opinion on the Options presented by DHM Design at the recent Public Meeting. I think the process to date has been very transparent and interactive, except for the recent inclusion of Concept 3, which feels like it came out as a part of an informal post gathering at the last meeting of interested baseball participants. We are in full support of Option 1 or the Option 3A that Clark Gilbert introduced (attached) that removes the solar array and positions the Baseball field in the south east corner.

In my opinion, Concepts 2 and 3 create the following problems:

Splits the park in half and Increases the overall costs calling for a 2nd set of restrooms which is only needed given the proposed configuration

Home runs will become hood ornaments in the expanded paved parking lot and foul balls will damage solar arrays – creating additional financial burdens/increased maintenance to the town Off-street parking along CR 23 will be an immediate issue as pickleballers will want to park closer to the courts

Unfairly weights the number of amenities (4 soccer fields and 2 baseballs fields) toward these user groups and takes away from amenities aimed at people in the over 20 age category or just decreases general open space because they are trying to cram everything in.

Transfers the burden to the town and ultimately to the tax payers to absorb the cost of amenities that should be financed by the school district – to which the majority of our current property taxes already go – there are plots of land within the town already designated for baseball and they should be brought up to playable conditions versus usurping additional land and creating a need to again "cram everything into Athletic Park"

An athletic park is not the right space for a solar array

With 177 Paid active pickleball members (to which we are happy to share with the town) and with the highest utilization of the park among all interested user groups—which quite frankly is almost daily and year round, Option 1 will enable us to enjoy the courts and to conveniently make use of the parking/existing bathroom facilities. In addition, as we now have put Ridgway on the map as a great place to play in a pickleball tournament with the recent success of the San Juan Slam Pickleball Tournament — we would want the parking/bathrooms to be convenient for visitors.

Thank you for all your hard work and dedication to Ridgway,

Dink Outside,

Jeanne Jambor Ridgway Pickleball Club Board Member

From: Jenifer Hayes <jenifer.l.hayes@gmail.com>
Sent: Thursday, September 21, 2023 12:14 PM
To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Support for Athletic Park Upgrade Option #3

Mr. Neill,

I'm sending this on behalf of my children who participate in Ouray County Baseball.

Please pick option 3 (which includes an additional baseball field) for the new and improved Ridgway Athletic Park. They deserve to practice on an actual baseball field as they learn not only how to play baseball, but how to work together with their fellow players as a team. Foster growth and community support to our baseball kids and families.

Jenifer Hayes Ouray County Resident Parent of RES students

Get Outlook for iOS

----Original Message-----

From: Jesse Young <jesse@oakhillconstruction.org>

Sent: Friday, August 4, 2023 2:32 PM

To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Ridgway Athletic Park

Please consider moving forward with the proposed baseball field at the south end of the Ridgway Athletic park. This is the only spot that will work for a CHSAA compliant field and allow a high school team in Ridgway. While contributing to renewable energy is important I think we could find a better location for a solar array.

Jesse Young 580 Marion Overlook Ridgway, CO 81432 jey81432@gmail.com

----Original Message-----

From: Jill Hepp <jillhepp@gmail.com>

Sent: Wednesday, September 27, 2023 8:12 PM To: Preston Neill preill@town.ridgway.co.us>

Subject: Athletic park

Hello,

My name is Jill Hepp and I am a resident of Ridgway.

I appreciate all the work that has been put into the design of the park. My kids looked over the design and commented that it would be nice to have a place where families could enjoy picnics.

I think the walking path is a desirable addition and note that a dog park will help ensure that the athletic fields remain clean for sports as without a dog park it's likely that dogs owners will continue to use the fields regardless.

I would like to see Ridgway support renewable energy production and haven't seen if there are other suitable public/city owned options for a solar array. The San Miguel power lot in river park is large and generally the parking lot is empty/underutilized . Is that an option? Or are there other areas that have been considered?

Is it necessary to pave the parking lots? That seems like a costly upgrade that may not be necessary.

Thanks for considering these perspectives,

Jill Hepp

Sent from my iPhone

From: J D <joeldavison309@gmail.com>
Sent: Tuesday, September 26, 2023 3:54 AM
To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Athletic Park Concept Public Comment

Preston Neill,

I may be entering the conversation late, but I have three comments about the athletic park. I am a current resident of Ridgway with two young children that use the park, and will continue to use the park space for the next 15+ years.

- 1) I would like to see an outdoor ice rink with "boards" and a concrete base added. It could be added to the existing design as a multi-use space (read on). I have some qualifications to make this suggestion. I'm an engineer, and I worked at a rink as a teenager in MN. The amount of maintenance to the amount of fun is a no brainer. Maintenance consists of snow removal (public with shovels would work fine here probably, or a city sidewalk sweeper) and a city maintenance water truck needs to flood the rink on cold winter days. In the summer the same space could be used for roller hockey, a tennis court, or, probably the best multi-use case, basketball courts (hoops installed spring-fall). If you think about it, tennis and basketball court space is currently wasted in the winter.
- 2. Personally, I don't think a dog park is needed. There is plenty of public space already dominated by dog use. At a minimum keeping the park as far from the human activity areas would be preferred. There are so many dogs barking in this town, the last thing I want to hear while playing or watching soccer, baseball, or playing tennis would be dogs barking next to me.
- 3. I'm not against green energy and I don't claim to be an expert in solar panels, but I'm still not sure a) the technology has reached a point where the cost and maintenance is truly worth (yet), and b) they are the best use of public park space.

Thank you for considering my comments in this design. Again, I apologize I'm entering the discussion late.

Regards, Joel Davison 910 Moffat St. Ridgway, CO

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

From: Josephine Scoville < joseyscoville@gmail.com>

Date: Sun, Sep 24, 2023 at 7:39 PM Subject: Re: PIc of proposals?

To: Cammie Willis < cwillis@dhmdesign.com >

Thank you, Cammie! Preston sent me option 3 as soon as he got it, and obviously the baseball and softball programs are much happier with that option!

Another question - have studies been done on how much parking is reasonable to have down there? With more soccer, pickleball, and baseball games and tournaments down there, I'm worried that even the slightly expanded parking lot won't have enough spots for participants and fans to be able to park/walk safely from the parking lot instead of having to park and walk along the county road. Maybe at the next community meeting there can be an option that eliminates the dog park and instead expands parking access for the athletic fields? I know that even the parking at the fields in Montrose (at McNeill fields) is grossly inadequate at this point (that's where our younger kids play soccer & baseball games at) so it's on the top of my mind as we struggle with parking far away and walking multiple times a week up there right now.

Great to meet you in person as well!

Josey

From: Judi & Dave <drdjjc@gmail.com> **Sent:** Saturday, September 23, 2023 8:31 AM **To:** Preston Neill pneill@town.ridgway.co.us>

Subject: Park Plan Comments

Hi Preston,

I am in favor of park plan #1 but would debate switching the location of the solar panels and baseball field so that the solar array is farther from the homes bordering the park, if there is opposition to them from the neighborhood. I like the features of design #1 and think the planning group did a good job of squeezing a lot of amenities into a small amount of space. I am in favor of the 1 acre solar array on the south side of the park to be combined with the project on Dana Iver's property.

I am not in favor of option #3 at all. It was not presented at this week's town presentation so may not even be on the list of contenders at this point? I don't understand why the town should use so much of its park space for baseball. The school district has unused open land which could be used for high-school regulated and/or little league baseball. Baseball fields have limited use due to the fencing, etc., unlike the soccer fields which are open and can be used year round for walking, xc-skiing, etc. The fencing around the basefield breaks the park in half (option #2) and limits its functionality.

Thank you for all you do! Judi Chamberin

From: Kara Jaramillo <jaramillo.kara@gmail.com> **Sent:** Thursday, September 21, 2023 1:09 PM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: RIDGWAY ATHLETIC PARK

CONCEPT PLAN THAT I APPROVE IS CONCEPT #3 - 2 BASEBALL FIELDS

KARA RHOADES

From: Kate Gedzielewski <kateg@challengersports.com>

Sent: Monday, October 2, 2023 11:28 AM
To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Future of the Athletic Park in Solar Ranch

Good morning,

Challenger Sports run soccer camps in Ridgway (in partnership with Ouray County Soccer Club) each summer, and we support & agree with OCSC & their support for Concept #3 with the amended spacing between fields, to ensure soccer practices, training, games and camps can all run safely, effectively and efficiently:

- -OCSC is asking the Town of Ridgway to ensure we maintain the same amount of field space that has historically been allocated for soccer within our community.
- -OCSC would like to request that Concept #3 be amended to show a setback of 10 yards between each field, and 5 yards on the sidelines. This spacing is essential for player safety, overall functionality of the game and spectator safety.
- -We ask that any future renovations at the Athletic Field do not interrupt or affect our regular season play.

Thanks, Kate Gedzielewski Challenger Sports

Kate Gedzielewski

Regional Sales Director Challenger Sports

From: Kate Kellogg kent: Wednesday, October 4, 2023 2:48 PM
To: Preston Neill pneill@town.ridgway.co.us
Subject: Comment on Athletic Park Designs

Dear Mr. Neill,

Here are my comments on the Ridgway Athletic Park Design concepts. I think the planning team has done a good job incorporating new sports fields and courts into the space while allowing for natural landscaping.

However, I don't believe the solar microgrid is appropriate for an athletic park. While I'm all for alternative energy, locating solar panels so close to residences (Options 1 and 2 place them practically within spitting distance of some of our homes) is problematic in my opinion. They would probably not block our views of the mountains but certainly would obscure views of trees, birds, meadows and the sporting events we enjoy watching from our backyards.

I know that makes me a "Nimby" but I think the town has enough land elsewhere to choose a different location. And from what I've seen of soccer and baseball games in the park, it's likely a stray ball could damage the panels.

My other concern is fencing in the dog park. Yes, our dogs do sometimes get rambunctious during their morning play but they currently have enough space to run around without major incident. Constraining them within a one-acre area could make some dogs more territorial and lead to altercations. That said, thanks for remembering the dogs!

Good luck with this ambitious project, Kate Kellogg, Solar Ranch, Ridgway

From: Keith Garvey <allmountainadventures247@gmail.com>

Sent: Friday, September 29, 2023 10:40 AM

To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Athletic Park Master Plan Design Concepts

Hi Preston,

I am a huge proponent of making the Athletic Park for athletics only. Solar can be put in so many other places and imagine Diana would be privy to this on her land or somewhere else with lots of open space around. The only problem with Concept 3 is the current design isn't well thought out, so I've been working with the soccer and baseball folks to recreate a much better Concept 3 (attached). It keeps all elements, utilizes the space much better and lumps user groups in the same areas. Below were considerations in the design:

- 1. Creates safe space between soccer fields
- 2. Adds a U10 soccer field to be shared with the junior baseball field.
- 3. Creates safe space for home run hitters on the high school baseball field. The original design looked hazardous with balls going into the pavilion and parking lot. Every home run would hit a car!
- 3. The high school baseball diamond faces NW (ideal), junior field faces N.
- 4. Adds a batting cage behind the junior field and places a restroom for the baseball players there.
- 3. Lumps user groups in similar locations (skate and bike park, pickleball and tennis).
- 4. Pickleball players who come for tournaments, will love to stay at the Chipeta and just walk to the games.
- 5. The existing parking lot with 20 spaces isn't needed with 102 spaces and parking along the street.
- 6. Depending on costs, the basketball court could be shared with 4 pickleball courts or might need to be moved. Options exist.

It would be great if this new Concept 3 plan (or something similar to it) could be replaced with the existing plan. I think we can create an ideal Athletic park considering all user groups, lumping them together and creating safe space between fields.

Thanks for all your considerations with this!

Keith Garvey



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

From: **Kelly Croke** < kcroke@ridgway.k12.co.us>

Date: Wed, Aug 2, 2023 at 5:48 PM Subject: Baseball/Softball Field

To: Marissa Mathis <marissaamathis@gmail.com>

To whom it may concern,

I am writing in support of building a compliant baseball/softball field. I am a teacher at Ridgway Elementary school, a secondary school athletic coach, as well as an expectant mother in the community. I see first hand the passion that my students/athletes have for sports and physical activity. Ridgway has excellent sports programs, but limited options. I believe our parents/community members have put a lot of time into building our youth baseball program and these kids deserve to play at a higher and high school level. I would want as many physical activity opportunities for my students as well as my own children. I think this would be great for our kids!

Kelly and Trevor Croke

From: kchismire@gmail.com <kchismire@gmail.com>

Sent: Friday, September 22, 2023 2:26 PM **To:** Preston Neill <pneill@town.ridgway.co.us> **Subject:** comment on Athletic Park designs

Public Comment

I favor design option #1 as it places the parking area centrally near the Pickleball Courts as well as the restrooms. I favor the expansion of the current restrooms as it might cut down on expenses since the plumbing and sewer lines are already in place.

| thank | you, | | |
|---------|--------------------------------|--|--|
| Kevin (| Chismire | | |
| | Virus-free. <u>www.avg.com</u> | | |

From: Kimberly Hughes <kdhughes2008@gmail.com>

Subject: Concept 1 is my vote!

Concept 1 is the most cost-efficient eliminating the need for the construction of additional restrooms.

Parking is more convenient to the pickleball courts, and pickleballers utilize the park more than any other group. We have the largest membership of any group - and it's growing.

The baseball field positions in concepts 2&3 will create damage to vehicles and to the solar array panels with home runs and foul balls

Concepts 2&3 cut the park in half and disrupts the overall flow, and over-allocate to soccer and baseball, while pickleball, tennis, and walking are year-round activities vs. seasonal. In addition, the more appropriate place for HS level soccer/baseball is at the high school.

An athletic park should be for athletic/outdoor amenities, not solar arrays.

Thanks for listening and tallying my vote!

kim d. hughes 512.657.7222 kdhughes2008@gmail.com @kdhughes

Subject: Athletic Park

I vote for concept plan number 2. Thank you, Laurie Greischel

----Original Message-----

From: Linda Cannizzaro < linda@petrochief.com> Sent: Wednesday, October 4, 2023 1:33 PM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Pickleball courts

Hi Mr Neill

I would like to state my support for the permanent pickleball courts in the athletic park. Option 1 seems to make the most logistical sense to me.

Pickleball in Ridgway is almost magical. The energy and spirit on the courts most days can't be beat by any other sport. Old and young, beginners and advanced players all play together. That is really unheard of in any other game.

If you haven't come by to see what we are doing, stop by... I have a paddle you can borrow 😁



Thanks for your consideration Linda Cannizzaro

----Original Message-----

From: Linda Kastelowitz < Kastelowitz@yahoo.com>

Subject: Town Park

Thank you for the opportunity to comment on the available plans. I appreciate the efforts made to balance recreational needs with quiet enjoyment in a public space.

Frankly, I think that trying to jam all of these activities into the existing park will destroy the openness and peacefulness that this park has provided to the community.

That said, Option #3 is the least problematic from my point of view.

It does place the parking lot directly between the pavilion and the view of the mountains; convenient, but it also makes the pavilion a less attractive place to gather for conversation and relaxation.

Placing the pickle ball courts and bike area at the far end of the park is a good idea, especially given the noise complaints that have occurred in other communities from these activities. We should learn from their experience.

Dog parks, while fashionable and necessary in cities, have also proven difficult in other communities, raising concerns about odor, dog behavioral issues in small enclosed spaces, and the spread of disease. People who currently exercise their dogs in the park seem very responsible about timing, clean up, and dog behavior. Why change something that works well?

The second little league field in option #3 seems excessive given the current frequency of use of the existing field. A larger field can be easily adapted for little league use without replicating fences, bleachers, etc.

A better option might be an expansion of the bike park to include a dedicated kids area.

This is both a safety issue within the bike park, and for community parents trying to teach their kids to ride on the increasingly busier streets and trails here. If not this, how about a demonstration garden space for educational and enjoyment purposes?

Finally, I don't believe that a solar installation belongs in a place dedicated to park activities. It seems to me that SMPA is already leading the way on solar transition.

Thank you for taking the time to read this!

Linda Kastelowitz

-----Original Message-----

From: Linda Stearns < lindastearns@comcast.net> Sent: Wednesday, October 4, 2023 9:35 AM To: Preston Neill < pneill@town.ridgway.co.us>

Cc: Lisè F. Gottwald <gaiainteriordesign@icloud.com>; Clark Gilbert <cryptocrystalline@yahoo.com>; Jeanne Jambor <jjambor@mindspring.com>; Dream Weaver <dreamweaver@braidedtraditions.com>

Subject: Re: OPTIONS FOR ATHLETIC PARK

Hi Preston,

In addition to all of Lise's points, I'd like to add just a few more comments as a RPC board member. The high school has a soccer field that has gone defunct due to lack of proper maintenance so I have been told. It seems it would be more cost effective to get that field back up to speed instead of creating another one at the already crowded and high demand fields. Most towns have their athletic fields on the school site and feel that would benefit all if the soccer and baseball, at least one field, could be kept on school property.

I also feel that the athletic park should remain just that, leaving a dog park out of the picture since that does not involve athletics.

I also believe strongly that a solar array does not belong on an athletic park for many functional reasons and most importantly from an ascetic standpoint.

I like option one the most due to the location of the PB courts. And a very important fact that needs to be given consideration is that we are the only users that are actively seeking and acquiring funds and grants that will ultimately offest the cost of construction by up to 75% and we have the highest year round use by any of the town clubs.

Linda Stearns

----Original Message-----

From: "Lisè F. Gottwald" <gaiainteriordesign@icloud.com>

Sent: Tuesday, October 3, 2023 9:33 AM

To: Preston Neill <pneill@town.ridgway.co.us>

Cc: Clark Gilbert <cryptocrystalline@yahoo.com>; Jeanne Jambor <jjambor@mindspring.com>; Linda

Stearns < lindastearns@comcast.net>; Dream Weaver < dreamweaver@braidedtraditions.com>

Subject: OPTIONS FOR ATHLETIC PARK

Good morning Preston,

Hope all is well with you. I am on the Ridgway Pickleball Board and sending my feedback to you regarding the options for the development of the Athletic Park.

Our first San Juan Slam Tournament was a wonderful success on every level and we have received positive feedback across the board. We are deeply grateful for the Town's willingness to give us a shot!

I have become aware of another option in developing the Athletic Park. I wasn't aware of that option when we all attended the last Town Hall meeting. Option #1 has been my vote for the development of the park as it places the PB Courts in the best location considering the activity of the club and the use of this area in the park.

Of all the user groups PB is the largest in terms of paid active memberships and by far has the highest park utilization using the courts almost daily throughout the calendar year.

Option 2 & 3 are more expensive with additional bathrooms needing to be constructed and it will cause an immediate off street parking issue with PB players who will most likely opt to park on CR23 since the baseball fields in Option 2 & 3 split the park. Home runs will cause car damage in the Frontier Field parking lot and foul balls will damage solar arrays should they be installed.

I feel solar arrays do not belong in an Athletic Park.

The amount of space consumed by the Soccer fields and now adding an additional baseball diamond into the options feels very out of balance considering the PB community membership and activity which is all an "all inclusive" sport engaging the youths in the community. A significant amount of this town property is being dedicated to the school district in Options 2 & 3. Soccer and baseball are specific to a younger age group, neither of them creating an athletic opportunity for the rather large population of 50+ years. A population that supports the town of Ridgway as active property owners and tax payers.

Thanks for keeping this an open discussion and taking in the voices of all.

Best regards, Lisè Gottwald

From: Lori Patton < lori.a.patton11@gmail.com>
Sent: Thursday, October 5, 2023 5:56 PM
To: Preston Neill < pneill@town.ridgway.co.us>

Subject: Fwd: Option #3- baseball fields

Hi Preston! Thank you for accepting public input regarding the Athletic Park Master Plan. I'm writing in support of Option #3 for several reasons. I'm hopeful that both our community's youth and adults can benefit from keeping the current baseball field and also adding an additional baseball field for regulation and recreational use. Recently I watched a small group of concerned parents pour their hearts and souls into building the current field. It was inspiring to see a local business owner, who grew up playing baseball for Ridgway's High School team, dream of watching his son and our youth play locally once again.

Even though Ouray was kind enough to share their field with us, it's nearly impossible for all of us parents, who often travel outside of Ridgway for employment, to leave work to get our kids to Ouray for practice on time. Building the current field was a great starting place for practices to be held. There's still work to do though! In order for a highschool team to play games in Ridgway, and not have Ouray and Ridgway students join Montrose High School baseball team, the field needs to meet current regulations. Funding IS IN PLACE for our Field of Dreams to be built. For our younger players, by moving forward with a second field that meets regulations (outfield fence, etc) and hosting games locally, this will reduce a great amount of stress for working parents who don't have the flexibility to leave their jobs to get their kiddos to practices and games, which most often start before 5:00 pm.

This option will also reduce the amount of times our kids and families are zooming up and down the already congested 550 corridor. Currently, we take them to Montrose for every single game, 2-3 times/week during baseball season (a.k.a. Camper season). According to an article in the Telluride Daily Planet published on September 12, 2018, "Between 2011 and 2015, according to a CDOT press release, 194 crashes took place along a nine-mile strip of 550 south of town, between Otter Road and the Ouray County line. Five of the crashes were fatal. More than half — 63 percent — involved wildlife." The dangers of local roads | News | telluridenews.com

Our area has nearly doubled in residents since this article was written in 2018. I contacted CDOT to inquire about more recent statistics, but they do not have 2022-23 stats available yet. However, by building a baseball field to regulation here in Ridgway, this will keep a number of our youth, including newer highschool drivers, off the 550 corridor and safe in their hometown. Let's keep our kids safe and at home!

By hosting baseball games of all ages, this will positively impact the revenue of our local restaurants and shops, bringing in out-of-towners who are traveling to Ridgway for baseball games.

Adults, too, are ready to get softball leagues up and running. What a great way to build community connections! Ouray County Communities That Care recently identified mental health as a protective factor and identified the need to increase mental health awareness in our community. "Research supports the connection between engagement and benefits to communities, as well as benefits on participant health and well-being for individuals across the lifespan. Increased community participation has been shown to build an individuals' social capital, which expands one's social network, increases

individuals' sense of purpose. decreases feeling of isolation, and reinforces positive community norms." I can't think of a better way to come together as a community than through America's favorite national pastime...baseball.

This past summer over 100 kids shared one baseball field... it was intense! Please, please consider Option #3 and consider a second baseball field that meets regulation.

The soccer fields and baseball fields can be multi-use for responsible dog owners who clean up after their fur-babies to let their dogs run off-leash when the fields aren't being used.

I'm also in support of Option #3 be amended to ensure that Ouray County Soccer Association maintains the same amount of field space that has been allocated for soccer within our community, a setback of 10 yards between each field and 5 yards for sidelines to promote safety for players and spectators, and to please ensure that future renovations at the Athletic Field do not interrupt our regular season play.

While I do fully support a solar panel field, I'm hopeful this can be placed elsewhere and the athletic field will be used to promote sporting events of all types. I wonder if Dalwhinnie Farms has been considered for an area to build the solar panel field? It's just a thought, but it seems that their industry utilizes a lot of electricity and could benefit from kick-backs?

Thank you for your time!

Sincerely, Lori Patton

From: Marc Nager <nager.marc@gmail.com>
Sent: Thursday, September 28, 2023 6:24 AM
To: Preston Neill pneill@town.ridgway.co.us>

Subject: Re: Park concept feedback

Hey Preston, after talking with more parents and reading the letter in the paper, I'd like to redact my previous comment if possible and put a vote in for "option C" with two ball fields.

Learning more about the community and our needs. Thanks for fielding!

Marc

From: Marissa Mathis <marissaamathis@gmail.com>

Subject: Letter of input for the Athletic Park Master Plan

Hi Preston,

Thank you for accepting this letter as input for the Athletic Park Master Plan.

For the last five years, I have had the absolute pleasure of volunteering as a coach for both Ouray County Soccer and Ouray County Baseball. To watch the children of our community grow into confident ball players, whether it be soccer or baseball or both, has been so fun, and it's made me realize how important it is for our children to be involved in youth sports. The physical, social and psychological benefits of youth sports programs are so essential for children, and a vital part of growing up.

This is exactly why I feel so passionately that **Concept #3** is the only way to move forward with our Athletic Park Master Plan. It is essential that we have adequate space for our youth programs in Ridgway, and **Concept #3** is the only plan that prioritizes youth programs and outdoor recreation. While I support the idea of a Solar Microgrid in Ridgway, I feel strongly that our Athletic Park cannot be the location for it. Our Athletic Park should be solely dedicated toward youth sports, athletic programs and outdoor recreation.

As both of my children are involved in Ouray County Soccer and Ouray County Baseball, as am I, I feel a responsibility to help create adequate and safe space for our kids to play their passion. This involves making sure we have enough soccer field space for the growing program, with regulation spacing between each field, as well as two baseball fields for the growing baseball program, so our older kids have a place to play regulation ball on their own home turf. I envision more home games and tournaments that bring in parents from surrounding communities, thus bringing more business and recognition to our beautiful town. I will continue to personally work to make this vision come true for baseball, soccer and Ridgway!

I also support pickle ball courts, and a bike park, and any other athletic space that keeps our Athletic Park just that athletic!

I am really excited to be a part of this process as a community member, and I look forward to personally helping both the Ouray County Soccer and Ouray County Baseball programs thrive and grow in the coming years.

Thank you,

Marissa Mathis 970-318-0438 marissaamathis@gmail.com

----Original Message-----

From: mike kiparsky.com <mike@kiparsky.com> Sent: Saturday, September 23, 2023 9:26 AM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Park Concept

Hello,

I'm writing to comment on the athletic park concept.

I would like to register strong support for an option with two baseball fields. The Ouray County Baseball program is growing, and has far outstripped available field space, which it shares with other users including a very active softball league.

I support renewable energy in general and solar in particular, and also understand that other land could be made available in Ouray County for this use, while land for concentrated community activities and athletics in particular is far more limited. Please keep the athletic park focused on athletics, while exploring other options for solar farms.

Yours, Mike Kiparsky 309 6th Street Ouray, CO 81427

From:

Subject: Ridgway Athletic Park - Please consider presenting a 4th option in October

Hi Preston,

It was good to talk to you earlier today. Thank you for your time and feedback.

To follow up on our conversation, I am writing to express my concern about the three (3) proposed options for renovations of the Ridgway Athletic Park. Specifically, I am concerned that soccer is the only sport being compromised for the sake of other sport's expanded use. None of the three proposed options on the Ridgway town website benefit soccer.

The major concern for planning is the allocation of uses and balancing competing interests. I certainly sympathize with your position. But I am concerned that the historical use of the field (soccer, as evidenced on the Town's Master Plan) is being <u>sacrificed</u> for expanded uses of new sports.

Certainly, the more sports the better - I am an advocate for smart planning that incorporates all the uses: soccer, tennis, skateboarding, basketball, baseball, pickleball, a small bike park, and even a dog park (so they don't use the soccer fields, as they do now). However, I ask that the Town not sacrifice one sport for another.

Reviewing each of the three options, it shows that soccer is the only sport compromising to accommodate other sports; and not just to accommodate other sports but to accommodate their <u>double expansion</u>. Why is soccer being reduced (less fields) and compressed (with layouts against regulations and safety) to accommodate expanded fields for baseball (expanded for both a CHSAA regulation field AND a little league field) and pickleball, while soccer is contracted? What is the justification?

Furthermore, I am concerned that if Option 3 passes (with doubly expanded baseball and contracted soccer), and when regulatory review happens, what's to prevent the town from cutting even more soccer to accomodate a different use? It seems with each option soccer is being compacted and compressed more and more.

The design and accomodation question comes down to both honoring the historical use of the field and what is the highest and best use of the field. To that end, soccer's benefits are many:

- (1) year round use;
- (2) by more people (including both youth and adult, school and rec, and both boys and girls);
- (3) less maintenance costs for the town;
- (4) more efficient use per square foot (serves more people per sq ft); and
- (5) honoring historical use of the property, as established in the Ridgway Master Plan going back years.

Finally, the Ridgway Athletic Park currently hosts the <u>only</u> soccer field for high school students in the County. There is no other option for soccer - yet, there are other options for other sports (in fact, Ouray has a baseball field as well; dogs can walk along the river and in town; there's a pump track behind the library in need of a makeover, and the RAT trails).

Also, I am concerned that the layout would enhance discrimination - that the only sport on the field well used by both girls and boys is being sacrificed to expansion of a sport that only accommodates boys. Certainly both sports must share the advantages and disadvantages of the planned use and space limitations equitably.

I ask that the town consider its own Land Use Policy, CHR 7.1 and 7.6: that there be an equitable basis for dedicating the open spaces, and that the Town can reasonably maintain those spaces once constructed.

In sum, I ask that a fourth option be presented for October: one that gives soccer back its space (per regulation and safety) and historical place honoring Ridgway's Master Plan. Let's not have soccer being the only sport compromised. Perhaps move the U6 field to the little league outfield and re-space the soccer fields? Perhaps ask baseball to petition the school to use its field for little league instead, and then you can expand the soccer fields per regulation (and so that an errant ball won't take out a younger player)? Add stadium seating for soccer so that you show its importance as a sport as much as others?

The town is expanding, and with it, the public use of designated spaces. I encourage you to consider what is the best and highest use of the renovated space, while honoring its past. Cutting and compressing soccer, the historical use of the field, does not do this. Honor the Master Plan by presenting a 4th option for the public to consider, that restores the soccer fields with normal setbacks and accommodations for spectators. Then all sports will be given a fair and equitable use of the space.

Thank you,

(please redact my name and email if using as part of town meeting documentation)

From: Norbert Green <ndgreen3331@gmail.com>

Sent: Thursday, October 5, 2023 5:57 PM **To:** Preston Neill pneill@town.ridgway.co.us>

Subject: Athletic Park Concept Plan

Preston,

Donna and I are homeowners in Ouray, 117 5th Ave Court.

We are in favor of Concept #1. It seems like the most common sense of the three plans put forward so far.

Thank You, Norbert and Donna Green

From: Josephine Scoville <joseyscoville@gmail.com>

Cc: Kara Rhoades < jaramillo.kara@gmail.com>; TJ Burr < burrtj@hotmail.com>

Subject: Athletic field spacing concerns

Hi Preston,

The Ouray County Baseball board just read the soccer program email formally requesting the athletic park design to give them even MORE space by removing dedicated baseball field space when they already have the largest footprint of space in the park.

The Ouray County Baseball board strongly urges DHM and the town to NOT officially designate the little league baseball field as multi-use for three reasons.

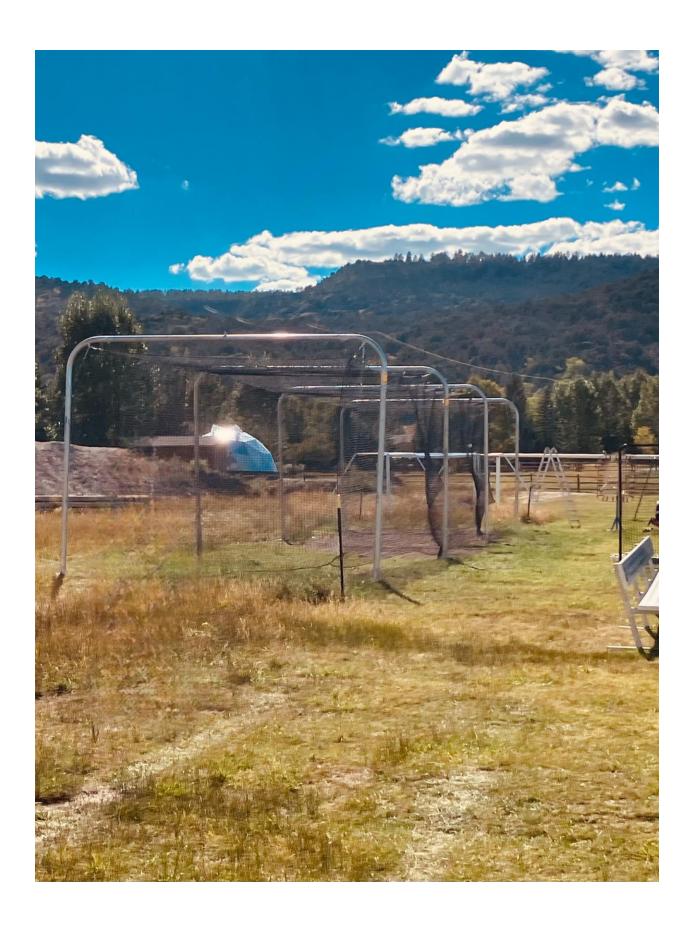
- 1) Soccer fields encroaching into the baseball field would mean we couldn't have a full fence along the first base line, which isn't good for the safety of the athletes and spectators. The machine pitch kids that would play on that field are 8-9-10 years old, and they 100% hit hard enough to injure people along the sidelines if there's no protective fence in place.
- 2) Along the first base line of that field is also the only feasible place to install the pitching/hitting tunnel on a permanent concrete slab that is currently installed along the 3rd base line of the existing field. Baseball needs this tunnel in order to have a safe space to practice pitching/hitting that is contained by a net.
- 3) The U10 field moving to the south would encroach upon the regulation baseball field and the area where player benches and spectator stands would be located.

We understand that soccer desires more space between their 5 fields, but the reality is that they never have more than a couple of games playing at a time down there, and the younger teams all play their games in Montrose (U10 and U6). It doesn't make sense to allocate more space around those fields if it means REMOVING safety items for the 2nd baseball field.

The softball league and baseball program are of course happy to have soccer utilize any of the baseball outfield areas out of season when no activities are happening, just as they do now!

Thank you,

TJ Burr, Kara Rhoades, & Josey Scoville Ouray County Baseball Board Members



From: Marissa Mathis <marissa@ouraycountysoccer.org>

Sent: Friday, September 29, 2023 11:27 AM **To:** Preston Neill <pneill@town.ridgway.co.us> **Subject:** OCSC Letter in Support of Concept #3

Good Morning Preston,

The Ouray County Soccer Club would like to submit this letter as public input for the Ridgway Athletic Park Master Plan.

Ouray County Soccer Club's focus and vision for our program is to maintain adequate soccer field space, while ensuring this space is safe, functional and accommodating for all ages and levels of play during practices, games and tournaments.

OCSC and our Board of Directors feel that of the options presented, we support Concept #3, provided that it is amended to show regulation spacing between each field. We strongly feel that our community Athletic Park should prioritize youth sports programs and outdoor recreation, and Concept #3 is the only example of this by eliminating the Solar Microgrid from the plan.

As a club, we request the Town of Ridgway considers the following:

- OCSC is asking the Town of Ridgway to ensure we maintain the same amount of field space that has historically been allocated for soccer within our community.
- We are in support of a design that encompasses safe and adequate space for our soccer
 players. OCSC would like to request that Concept #3 be amended to show a setback of 10
 yards between each field, and 7 yards on the sidelines. This spacing is essential for player
 safety, overall functionality of the game and spectator safety. We additionally request
 allocated space for stadium seating and a kick wall.
- OCSC requests that on Concept #3, the field at the southwest corner is designated multi use so that by adding spacing between the other soccer fields as requested above, we are not eliminating a soccer field.
- We ask that any future renovations at the Athletic Field do not interrupt or effect our regular season play.

OCSC has an ever expanding program, with 116 youth players currently registered this fall season, not including high school numbers or adult leagues. Our program currently utilizes the soccer fields between March and October, and our goal as a club is to continue to grow our youth soccer program with more games and tournaments played on our home fields.

We believe the strength of our community depends very much on our youth, their sports programs, and outdoor recreation in general. This is why we support Concept #3, and the prioritization and dedication to usable, functional and safe outdoor space for our Ridgway community, and most importantly the Ouray County Soccer Club.

With Appreciation,

Ouray County Soccer Club and Board of Directors

From: Pam F <pjfoyster257@gmail.com> **Sent:** Thursday, September 21, 2023 10:48 AM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Park Options

Hi Preston,

I attended the last open house, and really appreciated some good conversations. I still prefer Option 1 overwhelmingly, and left my comments with the consultants.

Option 3 is new, and I do not like it even though it does add another ball field. Here are my observations:

- 1. Playground is close to the parking lot
- 2. Bike park is separated from the skate park, and these will be the most popular with kids, especially after school
- 3. Keeping all child activities closer together helps parents with kids of multiple ages
- 4. I suggested a small climbing boulder for children in the playground as identified in Option 1, and an adult boulder in the far west leg of the park, away from children.

Thanks; this is very exciting. Even without the money to build it, it gives us something to work towards. The public engagement at the open house was impressive.

See you Tuesday, Pam

Pam Kraft 750 Sabeta Ridgway, CO 81432

October 2, 2023

Dear Mr. Neill -

I am writing to express my opposition to placing a solar array in the Athletic Park.

The Town has limited land, especially for precious park space. The Town Council should be thinking about the future, and in ten or twenty years there maybe more demands and desires for recreational fields and uses, and the remaining land in the Athletic Park should be set aside for those future uses.

The Council has discussed placement of a solar array in Green Street Park, which I feel is an excellent location as the soil there is very alkaline and would not be conducive to constructing playing fields and growing grasses.

A quick background on how the Town acquired the Athletic Park in 1998. During that year there was a proposal to construct over 300 units for "Telluride Workforce Housing" (this is how the application was presented to the Planning and Zoning Commission) on the twenty acre parcel, that was Outlot A of Solar Ranches Filing 2B.

As a resident of Solar Ranches I wrote a handwritten letter to the owner of the property, Ed Ross, a developer out of Chicago, and suggested what the Town residents really needed on that property was playing fields for youth soccer and baseball (at the time the soccer field was just outside the east boundary of Town in a cattle pasture that very often was filled with standing ditch water). I suggested he donate the land to the Town for a tax write off. Upon receipt of my letter Mr. Ross immediately phoned me and asked if I really thought the Town would be interested in the property, and I disclosed to him that I was the Town Clerk and I would take my request and his interest to the Town Council.

In late August of that year the Town received the gift of land from Mr. Ross. A letter to Mr. Ross dated August 13, 1998 from the Town Manager, which accepted the gift of the property, states "the benefits of the proposed gifting of this property to the Town would be significant in the following areas:

Recreation - allows the creation of more park space and playing fields

Economic - allows the ability to host soccer tournaments, and the spinoffs associated with a performing arts center

Cultural/Educational - creates a performing arts center and library and all their programs"

I do not believe it was the intent of the Town at the time of accepting the gift of the property which became the Athletic Park, to be used for anything other than recreational and cultural uses.

Thank you for taking this important discussion to the Town Council.

Pam Kraft

From: Patty Schaefer <schaefer.patty@yahoo.com>
Sent: Monday, September 25, 2023 5:55 PM
To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Preference for Concept 3 for Athletic Fields

Hello!

We prefer Concept 3 for the Athletic Fields. We think it is important for the little league field to be included.

Thank you!

Chris and Patty Schaefer

From: r marr <reneemarr@gmail.com> **Sent:** Monday, September 25, 2023 9:36 AM **To:** Preston Neill pneill@town.ridgway.co.us>

Subject: Soccer design - buffers?

Hi Preston,

Would you happen to know (or would the design team happen to know) if the design layout shifts at all if in Option 3 the soccer fields were given the recommended minimum 7 yard spacing/buffer between fields? (3 yards for errant balls/warming up/throwing in/safety and 4 yards for spectators). Unless that is already included - I am not sure.

I am just concerned that if Option 3 went through and then regulations require a buffer for each field, that a soccer field would be cut to accommodate.

And could they show a version with stadium seating for soccer - at least at the CHSAA regulation soccer field?

Thanks! Renee

----Original Message-----

Subject: Ridgway Athletic Park

I write to express my support for Concept #1 for the Ridgway Athletic Park. Concept #2 and #3 divide the Park in half and move the much used pickleball courts all the way down to the far southeastern corner of the Park. Accordingly, I believe that Concept #1 is the best overall option and urge that it be adopted by the Town Council.

Thank you for your consideration, RJ Haggerty Ridgway, Colorado

Sent from my iPhone

From: Robin Watkinson rwatkinson@ltgc.com **Sent:** Thursday, September 21, 2023 10:08 AM **To:** Preston Neill rpeaking-color: rpeaking-color: blue; rpeaking-color

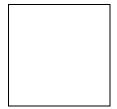
Subject: Ridgway Athletic Park

Thank you for putting these Concepts on line.

Here is what I would choose in order with the most desirable option first:

- 1. Concept 2
- 2. Concept 1
- 3. Concept 3

Thank you!



Robin Watkinson

Vice President, Branch Manager Colorado Title License #338561 Land Title Guarantee Company

191 S Pine St., Suite 1C PO Box 277 (mailing address) Telluride, CO 81435 970-728-1023 877-348-5414 (fax) and 218 Sherman St. PO Box 276 (mailing address) Ridgway, CO 81432 970-626-3157 877-346-4104 (fax)

rwatkinson@ltgc.com www.ltgc.com

From: baileyryan66
 Sent: Thursday, September 21, 2023 5:52 PM
 To: Preston Neill preside

Subject: Athletic Park

Sent from my Galaxy

Hello,I hope this message finds you well. As a father and coach for Ouray County baseball I'm casting my vote for option 3.

Thanks for your time, Ryan Bailey

From: Sally Trapp <sally@sallytrapp.com>

Subject: Athletic plans - option #3!

Hi, Preston,

Thanks so much for sharing the athletic park plans and design options - Bobby and I love #3 with the little league baseball field. We want to voice our support for that plan as it seems to really encompass a wide variety of uses and allows for the little league association to grow. Please thank the Council and committees for us for all of their hard work!

Kind Regards, Sally

Sally & Bobby Trapp 269 S Laura St. 512-423-5294

----Original Message-----

From: Stephanie Lauerman <smlauerman@gmail.com>

Sent: Monday, October 2, 2023 8:00 AM
To: Preston Neill pneill@town.ridgway.co.us>
Subject: Comments on athletic park plans

Good morning Preston,

I wanted to provide some feedback, but a little surprised there is not a more specific format. I hope you are not being overwhelmed. I do not know how specific these options are currently, I have heard there is also an undisclosed 4th option, but in general I wanted to pass on my thoughts.

- 1. When making landscaping choices PLEASE take into account the impact on views of the property owners that align the field. The renditions show some plantings that would inhibit these. I think if we need to navigate these changes, at a minimum property owners should be involved in the placement of such landscape such as trees and how they would affect our views.
- 2. The drainage system/ditch. While it is good that some "progress" was made, it is now extremely ugly. The water is stagnant in front of many homes. This will surely be a hot bed for mosquitoes next year. A better long-term solution must be addressed. It looks like kind of a ditch war zone out there right now.
- 3. I feel the option that places the PB and solar to the far south end would be far less intrusive. The strong majority of PB players come from Loghill/other areas and drive. Being near the parking is essential. This is also important for noise mitigation.
- 4. I am against expansion of the skate park, the one in place is adequate and I see little use any more.

Those are my thoughts for now. As a home owner very directly impacted I appreciate your consideration. I would be happy to serve on any planning committee etc. that could be helpful.

Best, Stephanie Lauerman 5990 Sabeta Unit C

From: Sue Spielman <sspielman@switchbacksoftware.com>

Sent: Wednesday, October 4, 2023 12:29 PM **To:** Preston Neill <pneill@town.ridgway.co.us> **Subject:** Athletics Park Planning/Feedback

Hi Preston,

Thanks for taking additional feedback regarding the ongoing Master Planning on the Athletic Field. I wanted to write to you as both a Board member of the Ridgway Pickleball Club and as a property owner. -Pickleball usage is far and above the most utilized aspect of the current athletic park daily. We are the only stakeholder group that uses our limited shared pickleball facilities almost 7 days a week, all year long. Additionally, we have the largest user group, approaching 180 paid members, and are the only group that is willing and capable of significantly contributing funds to the Town in supporting the building of the pickleball courts. Not to be lost, the pickleball club is inclusive of all ages 4-80+, we are involved with the youth program with over 40 kids participating this Summer, to all ages taking part in pickleball activities. As far as I know, we are the only stakeholder group that has that wide of an age of participation. We also have just demonstrated in our very successful inaugural San Juan Slam pickleball tournament, that the club can bring significant revenue to the Town by drawing tournament players from around the Western Slope. Typical planning takes 4-6 months, but we did this with just 6 weeks from town permit approval to plan and implement a full-blown tournament with over 100 registered players. The enthusiasm of the tournament was apparent in the incredible support in the form of sponsorships we gathered from local businesses.

-With that said, I am strongly in favor of option 1, which had the Pickleball courts located in the center of the Athletic Field. This provides easy access, parking, and existing bathroom facilities that eliminates the significant extra cost of building new ones (as shown in option 2). Apparently, there is now an Option 3 that has additional baseball diamonds on it that further split the Athletic field. Is this option also going to be presented at the meetings for further discussion? I'd also like to have some clarification on if the town will now be responsible for car damage potentially caused by home runs in the Frontier Field parking lot and foul balls that could damage solar arrays should they be installed.

-I have raised this point with both Mayor John, Walker (consultant), and JT (town council) but have yet to receive any type of explanation to justify...so I ask again: Why aren't the requested soccer fields and baseball diamond(s) being addressed at, and by, the high school? There is currently a soccer field that has gone defunct due to lack of proper maintenance, so I have been told. It seems it would be more cost effective to get that field back up to speed instead of creating another one (where a number already exists) in the high demand Athletic fields. This is also true for the need for additional baseball diamond(s). The usage is limited to a very specific age group, that is primary at the middle-school and high school level. As a property owner, with over 50% of our taxes going to education related aspects, can the high school not prioritize the soccer and baseball fields on their property as a youth activity if it needs that much attention? Most towns have their athletic fields on the school site and feel that would benefit all if the soccer and baseball, at least one field, could be kept on school property.

Really appreciate you taking the time to read (and address) these additional comments and hope to continue participating in the planning process of our Athletic Field. It will be a huge asset to the Town, and we all hope it makes best use of the land for all stakeholders.

Regards,

Sue Dreamweaver Spielman Ridgway Pickleball Club Board Member

From: Susan Baker < lupitastore 1212@gmail.com>

Sent: Thursday, October 5, 2023 7:59 AM **To:** Preston Neill < pneill@town.ridgway.co.us>

Subject: Solar panels

Good morning Preston

Susan Baker (Lupita) here. Just want to add my 2 cents on solar panel placement.

I would hate to lose any of the athletic field to the solar panels. The field usage is really growing and love the family usage. One of our star usages in town!!!

If I remember correctly, our County Master Plan called for the future development to be North of town of Ridgway. If we place panels North of town, future home builders will KNOW ahead of time that the panels are there and choose to accept to build near by or not.

I see headaches alleviated

Thank you Susan

----Original Message-----

From: Sydney Melzer <spmelzer@gmail.com> Sent: Thursday, September 21, 2023 1:43 PM To: Preston Neill <pneill@town.ridgway.co.us>

Subject: Athletic Field Master Plan

To whom it may concern,

Thank you for keeping the conversation open in regards to the athletic field. My family and I, who were born and raised in Ridgway and the surrounding area, strongly encourage the design of option 3, including a second baseball field. We have two young children, who are amongst the 12 other young kids that live on Chipeta street alone, who all frequent the athletic park regularly. We also play in the adult softball league and have to travel to Ouray for almost every game because there're not enough fields to accommodate the players.

We feel it would greatly be in the best interest of our community to support the future generations of Ridgway by prioritizing areas for healthy outdoor activity. There are plentiful other areas to walk dogs and develop solar panels.

Thank you for your hard work.

Best regards, Sydney Batchelder and Family

Sent from my iPhone

From: Sydney Mendel <sydney.mendel@gmail.com>

Sent: Monday, September 25, 2023 12:29 PM **To:** Preston Neill pneill@town.ridgway.co.us>

Subject: New athletic park

Hi,

I just wanted to put my 2 cents in. I like option 3 with a few changes:

I think the dog park should be moved to cotton wood park.

The bike park should be where the dog park is so that skate and bike park as well as playground are right next to each other. Easy for parents to watch kids.

Thanks!

Subject: Please DO NOT put Structures in Front of all of the Residences at the end of Sabeta

Hi There,

Please DO NOT put any structures: Solar, a huge baseball field & fence, a dog park, etc in front of the residences at the end of Sabeta, along the soccer field. We are very happy here without all the noise, the distraction and structures blocking our views.

You will be met with a lot of protesters and very unhappy residents at this end of Sabeta.

Residents walk their dogs all day long in this open field, everyone is happy, it's quiet and peaceful. It's fine just as it is.

We don't want pickle-courts on this end of Sabeta, leave them where they are. You'd be able hear all of that noise from the pickle-balls all day long- that noise travels far. Don't know why we will have to suffer through loud noises, pickle-ball courts, large structures over here. Leave them where they are. There aren't residences near the current tennis courts & bike parks, and it gives Chipeta Guests the extra amenities. So, leave all that stuff over there.

If you create a baseball field, do not put the fence, dug out or big cages in front of our residences. We would like everything to be open and peaceful as it's been.

Don't know why you need a fenced dog park over here. Everyone walks their dogs and everything is fine. If you need a dog park in Ridgway, put it in the middle of town in that park, so everyone- residents and visitors- can use it.

Leave the bike park, the tennis courts and everything as is. Everyone is happy and fine. Please DO NOT block our views and put up structures at the end of Sabeta- it would not bode well, as you have a lot of retirees that live over here, and will happily protest structures & plans that would inconvenience their lives.

--Sylvie Levy

Subject: Fwd: Athletic Park Concept Plan Options Available for Public Comment

I love concept 3 and am sorry it does not include solar panels but think the rest of the activities are so important there and good flow.

I don't like concepts 1 or 2 very much but like 1 better than 2.

Tanya

From: Tanya Ishikawa <itanya2008@gmail.com> **Sent:** Monday, September 25, 2023 1:47 PM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: Re: Athletic Park Concept Plan Options Available for Public Comment

And though more expensive, I think it would be great to put the solar panels as carports/canopies over parking to provide shade and snow blocking.

Tanya

Subject: Re: Athletic Park Concept Plan Options Available for Public Comment

Sorry for the multiple emails rather than all my thoughts in one but a final comment: for concept 3 I would still switch the bike park and dog park so bikes closer to skate park and so dogs further from children in playground.

Tanya

From: Terry Schuyler <terry.schuyler@smpa.com>
Sent: Thursday, September 21, 2023 4:01 PM
To: Preston Neill <pneill@town.ridgway.co.us>
Cc: John Clark <jclark@town.ridgway.co.us>

Subject: favor use of town owned land for locally sited clean energy generation

Athletic Park Concept Plan Options Available for Public Comment

Ridgway, CO – Three concept plan options for the Ridgway Athletic Park are available for public viewing and public comment through October 20, 2023. They are available at https://townofridgway.colorado.gov/. Comments should be directed to pneill@town.ridgway.co.us.

Wearing my citizen hat- not council hat – not SAB hat- not SMPA hat- I am in favor of our town walking the talk and partnering in the transition to the new energy future. We cannot keep relying on others to do the hard work- if everybody took that stance nothing would ever get done, and we will continue to spiral into a world that we all agree we do not want for our kids and grandkids. The long-term benefits of providing a portion of our own energy needs with clean green energy outweighs the short-term benefits of other uses of the park space and **shows the world that Ridgway** can lead on this issue. In doing so we will be using our parental wisdom and foresight to give our children a better future. Group sports on Town property is great – breathing clean air, drinking clean water, and not having your house burn down shows we care for our kids too.

Today's Kids will grow up and no longer use the baseball fields, but they will have to live with the increasingly dire consequences of Global warming based on fossil fuel use – for the rest of their likely shortened lives. Perhaps the Kids should have a say in this too- those old enough to understand the pros and cons, not those who just want to go out to play. I question why the School district is not more involved in using their land as a solution to the baseball field needs. Why is the Town proposing land for primarily school use?

With all the planned growth in town I think it is imperative to not have to import more fossil fuel based electric power when we have a once in a lifetime opportunity to leverage funding to do something about it here locally- take ownership of the solution. Three of our guiding documents (Master Plan, CAP, and Strategic Plan) call for this- it won't happen without bold leadership.

The town can ultimately take pride in accomplishing this and likely benefit from the marketing of being a national leader in **DOING something** to ensure that the future consequences of extreme weather, air pollution, wildfire devastation, drought-based water supply and water pollution, are being mitigated to the best of our ability and resources. Soon we will be adding weather related disaster clean up funding to our budget line items, which is a reaction to not being proactive to prevent them.

Ok – I feel better now 😊

Terry Schuyler Key Account Executive



P.O. Box 1150 Ridgway, CO 81432

Office: 970-626-5549 x2320

Mobile: 303-883-6272

Terry@smpa.com www.smpa.com





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(866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

----Original Message-----

From: Tom McKenney <mckenney@independence.net>

Sent: Monday, October 2, 2023 4:37 PM

To: Preston Neill <pneill@town.ridgway.co.us>; Pam Kraft <pkraft@town.ridgway.co.us>; cammie willis

<cwillis@dhmdesign.com>; Beth Lakin <blakin@town.ridgway.co.us>; Michelle Montague

<michellemontague@hotmail.com>

Cc: Tom McKenney <mckenney@independence.net>

Subject: Park Master Plan

Town of Ridgway / Town Council / Staff:

It was exciting to see standing room only at town hall and the interest generated. That I didn't recognize half the people there is testament to what happens when you get old. I apologize for being unprepared. I hadn't seen the packet for this meeting, so never had seen the two scenarios for proper critical assessment.

My greatest concern was that in the process of attempting to create a Frontier Park Master Plan, the fact that the town has several parks and several more properties it owns was not considered. Dealing with this specific park, without putting it in context to the town whole, in my mind, tended to create specious conclusions (that we had to cram every activity into this park if we wanted it in the town).

A few examples worth noting:

Solar Grids - Although I am probably more pro alternative energy than most, I really don't think that this is an appropriate use of a town park. Were there no other spot for this, I'd be all for it; however, I can think of several spots better (a couple on the edge, but out of town limits).

Dog Park - South of Cottonwood Creek is the only place in Ridgway where dogs are allowed under voice control. Is this where we want the dog park, as opposed to somewhere on the north side of town where dogs have to be on a leash?

Bicycle Pump Track - Same concern; oh my !! We have one already made for kids just north of the library. Any chance that could be modified and spruced up to make appropriate for adults too (right on the way to the RAT Trails.) ?

Could we be asking the wrong questions? Does pretending that this is the only "Town Park" work to our benefit? I would like our "in house town planners" to weigh in on this part of the equation. They are just getting to know Ridgway as a community. Correct me if I am wrong, but this is why we have them. Let's see what they can add.

Thank you to everyone responsible for putting this together, especially Pam Kraft, who originally made this all possible And thank you for considering my opinions.

tm

Tom McKenney Ridgway

From: Ulli Sir Jesse <ullisirjesse@gmail.com> **Sent:** Thursday, October 5, 2023 12:27 AM **To:** Preston Neill <pneill@town.ridgway.co.us>

Subject: Pickleball courts

Hi Preston,

I highly recommend you reading all the national press about Pickleball since it is obvious that it is the most important upcoming sport activity for all ages!

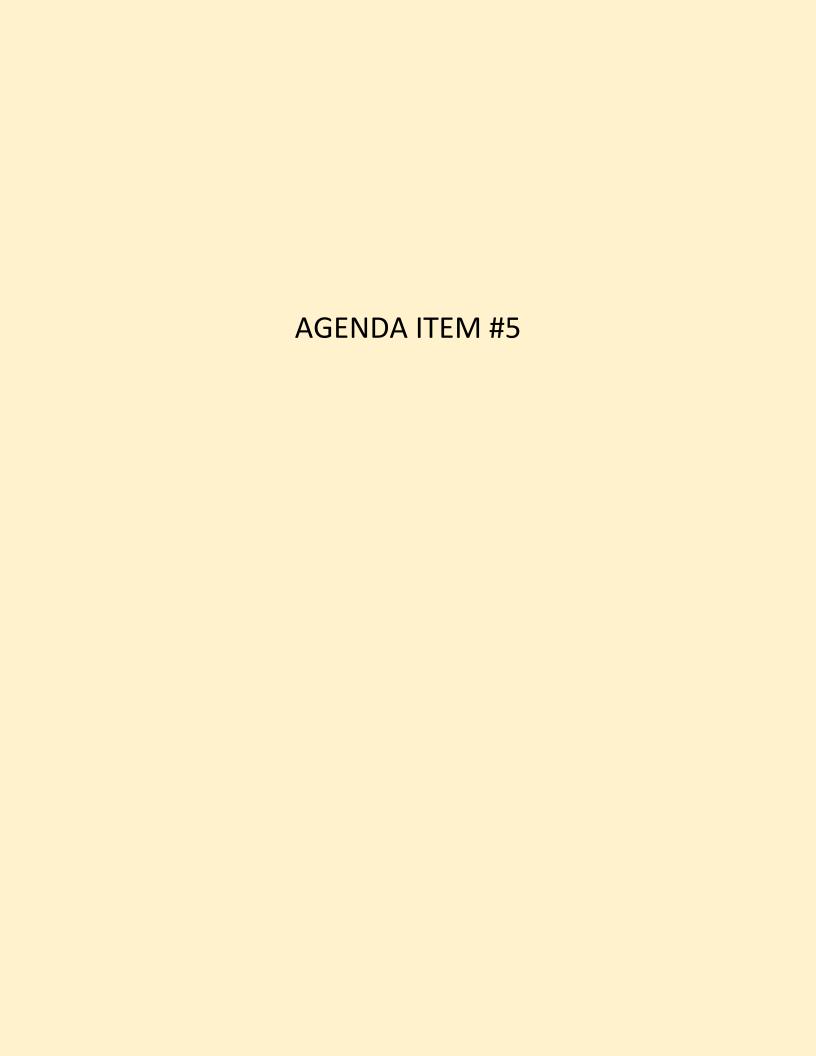
Too bad they called it Pickleball instead of easy tennis or some other catchy name that describes it better (The dog was called Pickle of the founder and he loved to chase the ball)

Keep playing it yourself in your little free time and find out how fun and good it is for your body.

Cheers, Ulli

Ulli Sir Jesse

P.O.Box 646 Ridgway, CO 81432 USA



RESOLUTION NO. 23-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO EXTENDING THE RECEIPT OF WASTE, REFUSE AND RECYCLING SERVICES FROM BRUIN WASTE MANAGEMENT

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

WHEREAS, on July 1, 2018, the Ridgway Town Council entered into a Professional Services Agreement with Bruin Waste Management, LLC, a Colorado limited liability company (the "Professional Services Agreement"), wherein Bruin Waste Management agreed to provide regular refuse and recycling collection for residences and businesses within the Town; and

WHEREAS, the Professional Services Agreement with Bruin Waste Management was set to expire on June 30, 2023; and

WHEREAS, prior to its expiration, the Professional Services Agreement with Bruin Waste Management and was extended by the Town Council through October 16, 2023 with the adoption of Resolution No. 23-10; and

WHEREAS, the Town and Bruin Waste Management desire to further extend the Professional Services Agreement for a period of two years through October 15, 2025, making some modifications to the Scope of Services in Exhibit A to the Professional Services Agreement; 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 the following:

- **Section 1. Recitals Incorporated**. The above and foregoing recitals are true and correct and are incorporated herein by this reference.
- **Section 2. Extension of and Modifications to Professional Services Agreement.** The following terms of the July 1, 2018, Professional Services Agreement between the Town of Ridgway and Bruin Waste Management (the "Agreement") shall be amended:
 - a. The term of the Agreement shall be extended to October 15, 2025.
 - b. Exhibit A: Scope of Services to the Agreement, (C) "Town Services" under Section "Bid Schedule: Pick Up Service" shall be modified to reflect:

- 1) the addition of a fifth 30-cubic yard container for the Spring Clean-up solely for the purpose of collecting recycled metal, and
- 2) one six-cubic yard container one time per week instead of two three-cubic yard containers one time per week. All remaining terms of the Professional Services Agreement shall remain in full force and affect.
- c. Exhibit A: Scope of Services to the Agreement, (A) "Base Monthly Charges for Weekly Curbside Service" under Section "Bid Schedule: Pick Up Service" shall be modified to reflect:
 - 1) Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster \$37.20
 - 2) Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster \$64.00
 - 3) Waste: Multiple residential Units utilizing a common 3 cubic yard animal-resistant dumpster \$95.13
 - 4) Waste: Each Single-Family Residential Unit animal-resistant poly cart(s) up to 64 gallons \$16.96
 - 5) Recycling: Each Single-Family Residential Unit 18-gallon recycle bin, weekly service \$10.10
- d. Exhibit A: Scope of Services to the Agreement, (F) "Tipping Fee Surcharge" under Section "Bid Schedule: Pick Up Service" shall be modified to reflect:
 - 1) Current Rate for Landfill Tipping Fee \$15.00 per compacted cubic yard
- **Section 3. Authorization of Staff.** The staff for the Town of Ridgway is authorized to prepare a Second Amendment to the Agreement in accordance with the terms of this Resolution, and to obtain signatures of the Second Amendment from the Mayor of the Town and an authorized representative of Bruin Waste Management.
- **Section 4. Effective Date**. This resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Town Council at a regular public meeting held on the 11th day of October 2023.

| ATTEST: | John Clark, Mayor |
|-----------------------|-------------------|
| Pam Kraft, Town Clerk | |



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2018, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Bruin Waste Management, 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:

SCOPE OF CONTRACTOR SERVICES

The Contractor agrees to provide services, and fees shall be paid to the Contractor by the Town, in accordance with the Fee Schedule attached hereto in Exhibit A. Those recycled materials shall include the items listed on the attached Exhibit B, incorporated herein by this reference.

2. TERM OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated on July 1, 2018 and shall terminate June 30, 2023.

FEES FOR SERVICES

The Town shall pay to the Contractor an amount equal to the number of residential accounts served multiplied by the Base Monthly Charges set forth in Exhibit A. Base Monthly Charges include all labor, materials and equipment needed to provide services. Collection of any additional charges shall be the sole responsibility of the Contractor, unless otherwise agreed by the Town.

4. 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.

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. 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 to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract.
- B. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services.

The policies required above, except of the Worker's Compensation insurance, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be responsible for any deductible losses under any policy required above.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement. The Town reserves the right to request and receive a certified copy of any policy.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

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

\$150,000 per person and \$600,000 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.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, 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, representative, or agent of the Contractor or of any subcontractor, or any other person for which Contractor is responsible. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town, its officers, or its employees.

7. SECURITY

Contractor shall procure an irrevocable letter of credit in a form and with a lending institution satisfactory to the Town for a term equal to the term of this Agreement, or such other security that is satisfactory to the Town, in the amount of Twenty Five Thousand Dollars (\$25,000), insuring full performance of this Agreement by Contractor and reflecting the ability of the Town to call on such security if Contractor fails to perform any of the services as obligated by this Agreement.

8. CONTRACTOR OPERATIONS

Contractor shall provide collection services as set forth in Exhibit A. All collections shall be made as quietly as possible. Missed stops shall be picked up the same day of collections if promptly reported to the Contractor and if Contractor's equipment is still present within the Town. Otherwise, collection shall be made the next business day.

Containers and cans shall be placed as per Exhibit C requirements.

Contractor shall establish and maintain an office in where service may be obtained and complaints rendered, utilizing regular business hours (8AM to 5 PM), Monday through Friday. During off hours, telephone inquiries shall be received either by voice mail or through an answering service.

All personnel of the Contractor involved with the services of the Contractor to the Town shall be courteous and respectful at all times. Personnel driving Contractor's vehicles shall each at all times possess and carry the appropriate Colorado Commercial Drivers License ("CDL") for the particular type of vehicle or equipment operated. The Town may request the removal or transfer of any employee of the Contractor who violates the provisions hereof, or who is wanton, negligent or discourteous in the performance of such duties.

Contractor shall not use a firm name containing "Town of Ridgway" or other words which could imply municipal ownership.

All solid waste and recyclable materials, upon being removed from the premises where collected in accordance with the terms of this Agreement and transported upon or over public streets, alleys, land, right-of-way, or places, shall become the property of the Contractor.

ADMINISTRATION

The administration of this Contract shall be the responsibility of the Town. The Town shall bill all residential accounts for refuse including recycling services and any surcharges and pay to the Contractor the Base Monthly Charge, recycling charge and any surcharges.

It shall be the responsibility of the Town to see that refuse and recycling service customers are provided at all times with complete information about such services. The Town may adopt rules and regulations to enforce or carry out the terms and conditions of this Agreement, which shall be binding upon the Contractor.

The Town shall keep all streets and alleys used by the Contractor open and passable at all reasonable times for the efficient operation of the Contractor's equipment.

The Town shall provide contractor with customer account information including names, addresses, and locations. Contractor shall keep such information confidential.

10. BREACH AND TERMINATION

- A. All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on 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.
- B. If the number of residential accounts falls below 280, the contractor shall have the right to terminate this contract by giving the Town 90 days notice of intent to terminate.

11. MISCELLANFOUS

The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Any and all payments of money by the Town in accordance with the terms of this Agreement shall be subject to the annual appropriations of money.

Provisions of this Agreement shall be interpreted to attain the object hereof to the end that all reasonable quantities and types of solid waste from residential uses placed for collection is collected and properly disposed or recycled.

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.

The Contractor will provide semi-annual reports showing volumes/weights of all recycle material collected and sold.

The Contractor will respond to "missed pickup" and billing related inquiries from the Town or customers within 3 hours. The Contractor will respond to other inquiries within 24 hours.

The Contractor agrees to monthly reconciliation of billing, invoicing and fuel surcharges with Town Staff within the first two working days of each month for the prior month's services.

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.
- 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.

TOWN OF RIDGWAY

√John Clark, Mayor

Pam Kraft, Town Clerk

CONTRACTOR: Bruin Waste Management

Bv:

Chris Trosper, General Manage

CRS 8-17.5-102 Certification

| Name of Project: | Town of Ridgway | Residential Curbside Refuse | and Recyclin | e |
|------------------|-----------------|-----------------------------|--------------|---|
| | | | | |

Date: 6-28 - 18

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: Bruin Waste Management

Bv:

Chris Trosper, General Manager

EXHIBIT A: Scope of Services

CONTRACT TERM

5 years: July 1, 2018 through June 30, 2023

ANIMAL RESISTANT CONTAINERS AND DUMPSTERS REQUIRED

Any trash hauler who provides a refuse container to a town customer shall only provide animal-resistant refuse cans and containers or animal-resistant dumpsters, except for those cans and containers used for yard-trimmings such as grass, leaves and branches.

Bruin Waste Management will provide, on either a lease or purchase basis: one, 64-gallon animal-resistant poly cart that meets the Animal-Resistant Container Specifications contained herein, and one 18-gallon recycle bin, for each residential dwelling unit that is subject to the Town's refuse contract, including single family homes, duplexes, and multi-family residences of fewer than eight dwelling units. Customers choosing to purchase the 64-gallon container will be responsible for general maintenance of parts and replacement for the container. This is a one-time purchase price by customer and is not reflected in the service rate bid schedule below. For customers leasing the 64-gallon container, and for multi-family residences with between 3 to 7 dwelling units with a contractor-provided animal-resistant common dumpsters, Bruin will be responsible for general maintenance of parts and replacement of containers and dumpsters, other than what is excepted below in the "Damaged Containers" section of this Exhibit A. The lease rate is a monthly rate billed to the customer in addition to the service rate bid schedule below.

Animal-Resistant Container Specifications:

Definition of Animal-Resistant - Animal-resistant refuse cans and animal-resistant refuse containers means a fully enclosed container that can be constructed of pliable materials, but must be reinforced to deter access by wildlife. The container must employ a sturdy lid that has a latching mechanism preventing access to its contents by wildlife. Wildlife Resistant Containers must meet the standards of testing by the Living With Wildlife Foundation and a "passing" rating by the Interagency Grizzly Bear Committee (IGBC) as bear resistant for 60 minutes.

All common dumpsters shall be animal-resistant. Animal-resistant dumpster enclosure means an enclosed structure consisting of four (4) sides and a secure metal door or cover, which shall have a latching device of sufficient design and strength to prevent access by wildlife.

Time:

Containers meeting these specifications shall be delivered to all customers by July 31, 2018.

Damaged Containers:

If a container, dumpster or recycle bin is damaged, allowing access by wildlife, Bruin Waste Management employees will report the address on route tablet. At that time the office will contact Town Employees. If contractor damages the container, Bruin Waste Management will assume the cost of replacement. If a Bruin Waste Management owned container is damaged by wildlife or other it will be the responsibility of the customer to assume replacement cost to Bruin. If the Container breaks or fails due to age or normal wear, the container will be replaced by Bruin Waste Management free of charge.

Subcontracting:

Contractor will not subcontract any part of this Agreement.

Container Prices:

Amount

| Purchase price for Contractor provided 64-gallon animal resistant poly cart | \$157.36 |
|---|----------|
| Monthly lease rate for Contractor provided 64-gallon animal resistant poly cart | \$7.33 |
| Purchase price for 18 gallon recycle bin | N/A |

BID SCHEDULE: Pick up Service

A. Base Monthly Charges for Weekly Curbside Service

Amount

| Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster | \$35.43 |
|---|---------|
| Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster | \$60.95 |
| Waste: Multiple Residential Units utilizing a common 3 cubic yard animal-resistant dumpster | \$90.60 |
| Waste: Each Single Family Residential Unit – animal-resistant poly cart(s) up to 64 gallons | \$16.15 |
| Recycling: Each Single Family Residential Unit – 18-gallon recycle bin, weekly service | \$9.62 |

B. Extra Service Charges

BID Amount

| Extra trash - loose pickup per cubic yard (1/2 yd minimum) | \$14.05 |
|--|---------|
| Extra 64-gallon animal-resistant container with regular service (lease rate) | \$23.19 |
| Extra 64-gallon animal-resistant container with regular service (customer owned can) | \$15.86 |
| Extra 18-gallon recycle bin with regular service | \$9.28 |

C. Town Services

Amount

| Spring Clean-up 4, 30-cubic yard containers | INCLUDED |
|--|----------|
| Town Public Works 2, 3-cubic yard containers 1 time/week | INCLUDED |
| Town Office and Park Recycle | INCLUDED |

D. Bulk Item Pickup

Amount

| Stove | \$18.00 |
|---------------------------|---------------------------|
| Chair | \$18.00 |
| Couch | \$30.00 |
| Mattress/ Box Springs | \$20.00 |
| Dishwasher/ Washer/ Dryer | \$18.00 |
| TV/ Microwave | \$95.00 depending on size |
| Water Heater | \$18.00 |
| Refrigerator, Untagged | \$75.00 |
| Refrigerator, Tagged | \$25.00 |

E. Special Recycle Pickup

Amount

| Speakers | \$20.00 |
|--|---------|
| Television and monitors – 19" | \$65.00 |
| Television 19 – 32" | \$75.00 |
| Television 19 – 32" with wooden console | \$85.00 |
| Television 32" | \$85.00 |
| Television 32" with wooden console | \$95.00 |
| Desktop printers, faxes, copiers, scanners | \$55.00 |
| Whole CPU's, towers, laptops, battery backups | \$25.00 |
| Consumer electronics (stereos, VCR, DVD player) | \$22.00 |
| Small electronics (camera, ipod, router, cellphones) | \$22.00 |

F. Tipping Fee Surcharge

AMOUNT

| Current Rate for Landfill Tipping Fee | \$_12.00 per compacted cubic yard |
|---------------------------------------|-----------------------------------|
|---------------------------------------|-----------------------------------|

The rates in this bid may be increased due to landfill tipping fee increases above the current rate provided here Contractor will provide the Town with documentary evidence of the tipping fee rate change and other information as necessary to calculate the changes in the above fees appropriate to pay for the increase in tipping fees. Such information must be adequate to determine what percentage of costs are represented by tipping fees.

G. Fuel Surcharge

AMOUNT

| PAG | Fuel | Surcharge |
|----------------------------|----------|--|
| | \$3.42 | 1% |
| | \$3.55 | 2% |
| = = | \$3.67 | 3% |
| Fuel Surcharge Calculation | \$3.79 | 4% |
| | \$3.92 | 5% |
| , = 1 = | \$4.04 | 6% |
| | \$4.29 | 7% |
| | \$4.42 | 8% |
| | Any fuel | el prices above \$4.42 will be discussed |

EXHIBIT B: RECYCLABLES

Contractor agrees to the following minimum recycling for the term of the Agreement:

MINIMUM ALLOWED RECYCLABLES:

Aluminum Cans, steel cans

Plastics #1- #6: milk jugs, pop bottles, detergent bottles

Tin Cans #10: domestic size canned goods, coffee cans

Glass (All Colors): beer, pop, wine bottles

Newsprint, phone books

White Office Paper: envelopes

Glossy Print: catalogs, magazines, junk mail

Pressboard/ Paperboard: cookie boxes, cracker boxes, cereal boxes, pasta boxes

Corrugated Cardboard: brown paper grocery sacks; limited to 5 medium sized boxes per

pickup - broken down and placed under bin

NOT ALLOWED (Contractor will endeavor to allow as market becomes available):

Pie tins, Aluminum Foil

#7 plastics, plastic sacks or trash bags

Paint cans, large commercial cans

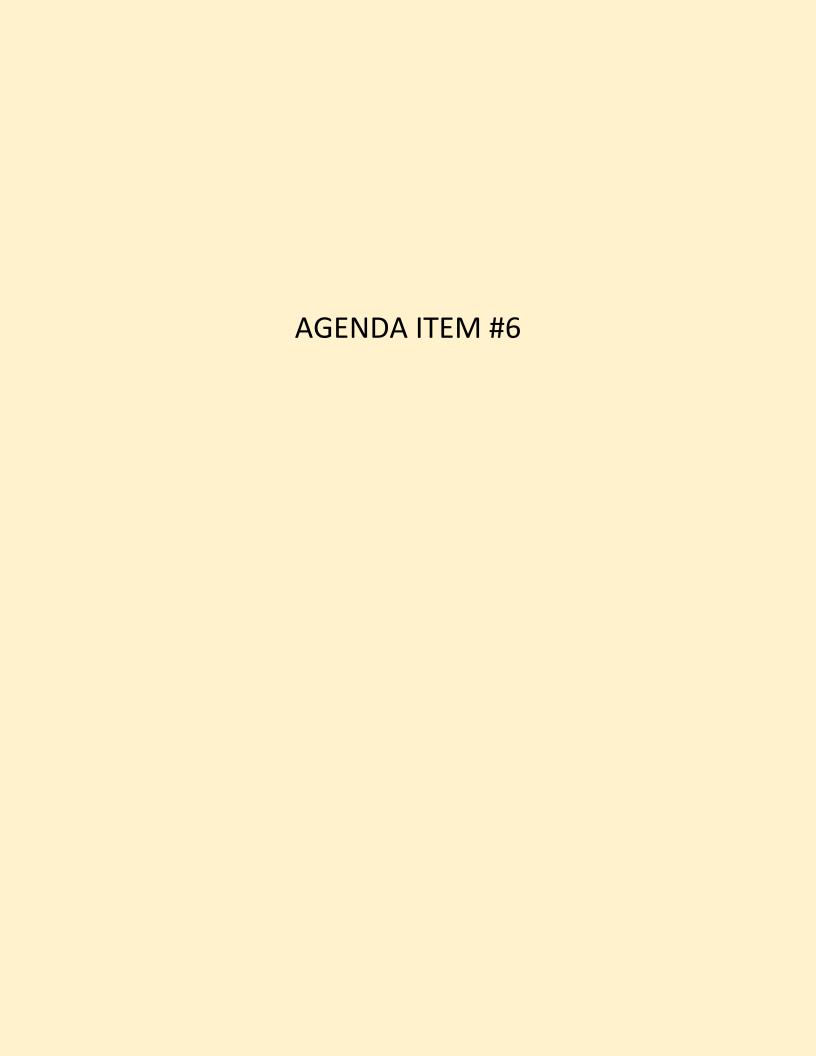
Window panes, candle jars, windshields, wine glasses, drinking glasses

Books

Colored construction paper

Plastic credit cards

Boxes coated in wax (remove plastic bag from inside any boxes)





To: Honorable Mayor and Town of Ridgway Town Council

Cc: Preston Neill, *Ridgway Town Manager*

From: TJ Dlubac, CPS, Contracted Town Planner

Date: October 6, 2023

Subject: Wetterhorn Homes (*Previously Yellow Brick Lane*) Final Plat for Subdivision and

Final PUD Staff Report for the October 11th TC Meeting

APPLICATION INFORMATION

Request: Request for a Final Plat for Wetterhorn Homes Subdivision and Final

Planned Unit Development (PUD)

Legal: Lots 1-12, Block 30, Town of Ridgway

Address: N/A

General North of and adjacent to Fredrick Street; east of and adjacent to N.

Location: Laura Street; and south of and adjacent to Otto Street

Parcel #: 430516200001

Zone District: HR Historic Residential District

Current Use: Vacant

Applicant: Dan Burkhart, AICP, *Burkhart Planning & Permitting*

Owner: Paul Major, *Ridgway Homes, LLC*

PROJECT REVIEW

BACKGROUND

The subject property is located east of and adjacent to Laura Street, south of Otto Street. The property is described as Lots 1-12, Block 30, Town of Ridgway. The lots are currently vacant with no structures or improvements on them prior to improvements in conjunction with this project. Further, no adjacent roadways, including the alley to the east, were improved prior to the approval of the Preliminary Plat for this project. The property to the north, across Otto St., is zoned Light Industrial 1 LI-1 District and the remaining three sides of the property are zoned Historic Residential HR District. Adjacent land uses are single-family homes to the east, southeast, south, and southwest and storage facility in the industrial park to the northeast. The



Figure 1. Property location

Town of Ridgway Wetterhorn Homes Final Plat and PUD October 6, 2023 Page 2 of 6

property across Laura St to the west is vacant. As it sits today, the Laura Street right-of-way is only a half-width. A map showing the location of this property can be seen in Figure 1.

The sketch plan for the project was approved by the Planning Commission on May 31, 2022. The Preliminary Plat and Preliminary PUD were approved by the Planning Commission and Town Council on May 31, 2022, and July 29, 2023, respectively.

Construction on public improvements began in spring of 2023. The Ridgway Town Council has received grant funding through HB 1271, administered through the Colorado Department of Local Affairs (DOLA) in the amount of \$750,000 to fund public infrastructure required for this project.

The Town has allowed building permits to be issued for the foundation and the placement of the manufactured homes in July 2023 to support the effort to transfer the affordable homes to their future owners in fall 2023.

REQUEST

The applicant is requesting approval of the final plat to create 14 residential lots and a 15th lot dedicated for storm water management on the 0.98 acre parcel. Furthermore, the applicant is requesting to finalize the rezoning of the property to Planned Unit Development (PUD) to allow a variety of housing types and costs to keep the units affordable for the local workforce. The density of the project is 14.3 units per acre.

CODE REQUIREMENTS

RMC §7-4-5(C) FINAL PLAT:

(9) The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, <u>based upon compliance with the provisions of these regulations</u>. The Town Council may continue its consideration of the plat until such time as any proposed requirements for approval, are met by the subdivider. Consideration of the matter may also be continued upon the subdividers request. Except as otherwise expressly provided by the Town Council, all other conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved. Unless expressly authorized by the Town Council, the final plat shall not be recorded until all conditions of approval have been met. Following approval by the Town Council and compliance with any conditions of approval, the final plat shall be executed by Town Officials and recorded with the County Clerk and Recorder by the Town Clerk the cost of which shall be advanced by the subdivider.

RMC §7-3-16(B) CRITERIA FOR A PUD

A Planned Unit Development must meet the following conditions for approval:

- (1) It shall be in general conformity with the Town's Master Plan.
- (2) All landowners within the PUD shall consent, in writing, to the PUD.

RMC §7-3-16(E) PROCEDURES:

- (1) PUDs shall be reviewed with the same procedures for review of subdivisions as found in Subsection 7-4-5 Subdivision Procedures. A public hearing shall be held on the PUD pursuant to the Review Procedures of Section 7-3-23.
- (2) Approval of the PUD by the Town is purely discretionary. If the Town and the applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may



Town of Ridgway Wetterhorn Homes Final Plat and PUD October 6, 2023 Page 3 of 6

unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

RMC §7-3-16(F) REQUIRED IMPROVEMENTS AND STANDARDS:

The PUD Plan shall provide for construction of the same improvements required for subdivisions in Subsection 7-4-6 and design standards of subsection 7-4-7.

RMC §7-3-16(G) ADDITIONAL REQUIREMENTS:

The PUD shall also show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths, and other improvements and structures. Where appropriate, parameters, limits, or specifications may be approved in lieu of exact locations, numbers, and sizes.

ANALYSIS

LAND USES

While the applicant is requesting a PUD for this property to address the unique development patterns proposed, the allowed uses must be either allowed or conditionally allowed in the underlying zone district. Single-family, duplexes, and townhomes with four or fewer units are all uses allowed by right in the underlying HR District.

The intent of the HR District is to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium-density as well as other activities which are compatible with such uses. The project appears to meet the intent of the HR District.



While there is no minimum lot size for a PUD, being approximately one acre of HR District zoned property, there is adequate area to develop the property in a unique way that will provide additional public benefits which could be supported by a PUD.

DENSITY

Through the Sketch and Preliminary Plan processes, the applicant has requested, and both Planning Commission and Town Council have been agreeable to, a total of 14 dwelling units for this project even though the Future Land Use Classification, Town Core Neighborhood, anticipates between 5-12 dwelling units per acre. The final plat and PUD submissions are consistent with these past approvals.

AFFORDABLE HOUSING

Each unit will have deed restrictions as further described in the Affordable Housing Regulations and Guidelines for Ridgway Wetterhorn Homes.

DIMENSIONAL STANDARDS

The final plat is consistent with the proposed dimensional standards, variances, and waivers granted through the preliminary plat and PUD review. The table below identifies the required dimensional standards of the HR District and the proposed deviations from those standards. Following the table is a description or analysis of the various standards.



| Standard | Single- Family & Duplex | Deviations Requested |
|---------------|-------------------------------|---|
| Lot Width | 25′ | Lot 14 : 22.15' |
| Lot Size | 3,000sf | Lots 1: 2,160sf Lots 2 & 3: 2,098sf Lots 11: 2,163sf Lots 12 & 13: 2,101sf Lots 14: 2,212sf |
| Front Setback | 15′ | Lots 1, 4, 11, 14 : 12' |
| Side Setback | 3′ | 0' for internal shared lot lines between townhome units |

PARKING, ACCESS, AND ROADWAYS

<u>Access:</u> Each of the proposed lots and residential units will have frontage on a public street, however, vehicular access for lots 4-10 and 14 will be provided through the alley along the eastern border of the property. Lots 2 and 3 will have access to Fredrick St.; Lots 1 and 11 will be accessed from N. Laura St., and Lots 12 and 13 will be accessed off of Otto St.

<u>Off-Street Parking:</u> The HR District, similar to other zone districts, requires two off-street parking spaces for single-family or duplex units and 1 space for all other uses. The RMC requires a total of 28 spaces (2x14=28). The project is proposing to include 26 parking spaces with all lots except Lots 1 and 11 providing two off street parking spaces each. The image below identifies the parking spaces that comply with the code standards with a green rectangle and the lots that do not comply with a red rectangle.





Town of Ridgway Wetterhorn Homes Final Plat and PUD October 6, 2023 Page 5 of 6

<u>Alley:</u> The RMC requires a minimum of 20' width for alleys. The existing alley width of 16' has not been modified. Even though the alley does not meet current standards, staff feels the existing width of the alley is adequate as proposed, but would be in favor of any additional width dedicated by the applicant. The alley will be improved with a 10' travel lane.

<u>Roadway Improvements:</u> All roadways adjacent to the property are being improved in conjunction with this project. However, the applicant has requested some concessions be made to allow the project to remain affordable. These concessions include gravel surface treatments, only a partial connection of Fredrick St., temporary condition of Laura St. to allow ½ width ROW.

Deviations from the Town's design standards have been included in the preliminary plat review and are consistent with the construction plans currently being installed.

SUBDIVISION IMPROVEMENT AGREEMENT (SIA)

While the Town's typical process is to require all as-builts of all public improvements to be completed and submitted with the submittal of the Final Plat, because of the nature of this project being an affordable housing project, we realize that it is in the best interest of the project and the community to reach the goal of allowing occupancy of the homes this fall. Therefore, in this case, Town staff is comfortable with allowing all improvements to be included in the SIA. The SIA is currently being reviewed by Town staff and will be considered by the Town Council at the same meeting they consider the Final Plat and PUD. It is the intention that the SIA will not allow occupancy of any home that does not have minimum services (i.e., water, sewer, roadway, etc.) to render the building habitable.

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 — FINAL PLAT & PUD PLAN

Following a public hearing on August 29, 2023, the Town of Ridgway Planning Commission recommended approval of the Final Plat and Final PUD Plan application to the Town Council with the following conditions:

- 1. An executed mylar of the final plat be submitted to the town for final execution and recording with the Ouray County Clerk and Recorder.
- 2. The Subdivision Improvement Agreement be approved by the Town Council.
- 3. All comments in the staff review letter dated August 25, 2023, be adequately addressed prior to recording of the final plat with the Ouray County Clerk and Recorder.

STAFF RECOMMENDATION - FINAL PLAT & PUD PLAN

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Town Council approve the Final Plat and Final PUD Plan application with the following conditions:



Town of Ridgway Wetterhorn Homes Final Plat and PUD October 6, 2023 Page 6 of 6

- 1. An executed mylar of the final plat be submitted to the town for final execution and recording with the Ouray County Clerk and Recorder.
- 2. The Subdivision Improvement Agreement be approved by the Town Council.
- 3. All comments in the staff review letter dated August 25, 2023, be adequately addressed prior to recording of the final plat with the Ouray County Clerk and Recorder.

RECOMMENDED MOTIONS - FINAL PLAT & PUD PLAN

"I move to approve the Final Plat and Final PUD for Wetterhorn Homes Subdivision finding that the criteria set forth in Section 7-4-5(C)(9) of the RMC have been met and with the following conditions:

- 1. An executed mylar of the final plat be submitted by the applicant to the town for final execution and recording with the Ouray County Clerk and Recorder.
- 2. The Subdivision improvement Agreement be approved by the Town Council.
- 3. All comments in the staff review letter dated August 25, 2023, be adequately addressed prior to recording of the final plat with the Ouray County Clerk and Recorder."

Alternative Motion:

I move to deny the Final Plat and Final PUD for Wetterhorn Homes Subdivision finding that the criteria set forth in Section 7-4-5(C)(9) of the RMC have not been met."

Motion shall specify standard(s) not being met.

ATTACHMENTS

- 1. Application and Support Materials
- 2. Town Review comment letter dated August 25, 2023





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

| Official Use Only |
|-------------------|
| Receipt # |
| Date Received: |
| Initials |

Planning Commission Hearing Request

| on Date July 21, 2023 |
|-----------------------|
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| |
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| |

Brief Description of Requested Action

Final Plat Application Review for Wetterhorn Homes Subdivision (FKA Yellow Brick Subdivision) to create 14 affordable housing units.

| Action Requested and Required Fee Payable to the Town of Ridgway | | | | | | | |
|--|---------|---|--|--|--|--|--|
| Temporary Use Permit per 7-3-18(C) Conditional Use per 7-3-19 Change in Nonconforming Use per 7-3-20 Variances & Appeals per 7-3-21 Rezoning per 7-3-22 Other Reviews Pursuant to 7-3-23 Variance to Floodplain Reg. per 6-2 Master Sign Plan Pursuant to 7-3-117 | 5150.00 | Subdivisions per 7-4 unless noted Sketch Plan Preliminary Plat Preliminary Plat resubmittal Final Plat Minor Subdivision Lot Split Replat Plat Amendment Planned Unit Dev. per 7-3-16 Statutory Vested Rights per 7-5 | \$300.00 (+ \$10.00/lot or unit) \$1,500.00 (+ \$25.00/lot or unit) \$750.00 (+ \$25.00/lot or unit) \$600.00 \$450.00 (+ \$25.00/lot or unit) \$450.00 \$150.00 (+ \$25.00/lot or unit) \$250.00 See Preliminary and Final Plat \$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(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



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

| Attachments Required | |
|--|---|
| For All Applications | |
| X Evidence of ownership or written notarized consent of legal owners | |
| Information proving compliance with applicable criteria (see the Rid | gway 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 buildin | g(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 exist | ing uses within 100 ft. of property. |
| For Rezonings Legal description, current zoning, and requested zoning of property. | |
| For Subdivisions X All requirements established by Municipal Code Section 7-4. | |
| Sketch plan submittals shall be submitted at least 21 days prior to the have the application considered. | e Planning Commission hearing at which the applicant wishes to |
| Preliminary plat submittals shall be submitted at least 30 days prior to have the application considered. | to the Planning Commission hearing at which the applicant wishes |
| Final plat submittals shall be submitted at least 30 days prior to the the application considered. | Planning Commission hearing at which the applicant wishes to have |
| Please note that incomplete applications will be rejected. Contact regarding your application constitutes ex parte communication apparticipating in your hearing. Please contact staff with any questi | nd could disqualify that Commissioner or Councilor from |
| Paul Major | July 21, 2023 |
| Applicant Signature | Date |
| Paul Major | July 21, 2023 |
| Owner Signature | Date |

Ridgway Homes, LLC



Ridgway Homes, LLC

TOWN OF RIDGWAY, COLORADO ACKNOWLEDGMENT OF FEES AND COSTS

| Ridgway Homes, LLC | "Appli | cant") | and | Ridgwa | y Homes, LLC |
|---|--------------------|---------------------|-----------------------|-------------------------|--|
| ("Owner") do hereby acknowledge review under Chapter 7, Section 3 that it is subject to the requisite fee | that wo | ith the tion 4 o | filing of f the To | wn of Ric | igway Municipal Code, |
| with 7-3-20 and 7-4-12, including or | | | | | |
| Applicant and Owner ackno accepted, lien released, building p taken until all fees then due are paid | ermit | issued, | tap app | hall be re proved or | corded, improvement final approval action |
| Applicant and Owner ackr submittals, inspection of improven appropriate, unless all amounts are | nents, | and pr | t the T ocessing | own ma | y suspend review of bdivision, as it deems |
| Applicant and Owner furthe the Ouray County Treasurer for coconcerned. | r ackn ollectio | owledge on as de | es that u | unpaid fe t charges | es may be certified to against the property |
| Acknowledged this 21 day of | July | | _, 20 <u>_</u> 23 | <u>.</u> . | |
| | APPL | ICANT: | | | |
| | Ву: | Paul | Major | | |
| | | Paul N | | | _ authorized signer |
| | | (print | name) | | |
| | PROP | ERTY O | WNER: | | |
| | Ву: | Paul I | Major | | · |
| | _ | Paul M | ajor | | ے authorized signer |
| | | (print | name) | | |
| | | | | | |

Burkhart Planning & Permitting, LLC

P.O. Box 795, Durango, CO 81302 ° (970) 946-4916 ° burkhartplanning@gmail.com

July 21, 2023

Community Planning Strategies Attn: TJ Dlubac, AICP Town of Ridgway Contract Planner 201 N. Railroad St. Ridgway, CO 81342

RE: Wetterhorn Homes Subdivision Final Plat Application – FKA Yellow Brick Lane Subdivision

Dear TJ,

Please accept this letter as our request to proceed to the August 29, 2023, Planning Commission Hearing with the Final Plat for the Wetterhorn Homes Subdivision (formerly known as Yellow Brick Townhomes Subdivision). We are submitting the required Application for Hearing, three 22" x 34" copies of the plat, one paper copy of the supporting documents, and one electronic copy of all application contents as discussed in this letter. We have worked diligently to provide a complete Final Plat application as possible while staying on a tight schedule to get the residents of this much-needed affordable housing in their new homes.

The proposed Final Plat (attached) is nearly identical to, and therefore substantially consistent with, the preliminary plat as required by the Ridgway Code and approved by the Town. All redlines provided by the Town to Ridgway Homes have been addressed.

The project infrastructure and housing units are currently under construction, different from most projects within the Town of Ridgway seeking Final Plat approval. We anticipate that all required infrastructure - water, sewer, electricity, gas, telephone, and drainage systems – will be completed and inspected by the Town by the third week of September 2024 and prior to Final Plat recording. Therefore, we do not anticipate the need to execute a Subdivision Improvements Agreement (SIA) for this infrastructure.

An SIA will be required for the required landscaping. Winter is coming. We anticipate that the landscaping will not be installed until spring 2024 after all site construction disturbance has finished and spring has sprung. Due to timing and cost constraints, we are working with a different landscaping firm to finalize landscape plans, to meet the Ridgway Municipal Code, and to address the previously received comments from Community Planning Strategies. Getting landscape plans from busy landscaping firms in the middle of the summer is a challenge, but we will submit these plans for final approval before the Town Council hearing on the Final Plat.

A draft of the SIA is attached. We will submit cost estimates and completion dates for landscaping with the forthcoming landscape plan. We are fully prepared to offer additional details and cost estimates if something (e.g., weather, etc.) precludes the installation of any other required infrastructure prior to Town Council's consideration of the Final Plat.

The final Deed Restriction and Covenant and the Affordable Housing Regulations and Guidelines, as previously reviewed and approved, regarding project pricing and buyer qualifications are attached.

Responses to the August 1, 2022, letter from Community Planning Strategies (Ridgway Contract Planners) to Ridgway Homes, LLC became the Preliminary Plat Conditions of Approval via Town Council approval on August 3, 2022 (attached). Our responses are as follows. The numbers below correlate to the comment numbers in the letter.

- 1. Plan Sets were added to the February 17, 2023, approved PUD Guide (attached).
- 2. Building Elevations added to the February 17, 2023, approved PUD Guide.
- 3. Conditions 3 through 7 relate to updated Landscape Plans. These updates are straightforward, but as discussed above, they take time to get from a landscaping firm mid-summer. We will submit plans which meet the Municipal Code and/or PUD Guide prior to Town Council consideration of the Final Plat. We agree to a Planning Commission condition accordingly.
- 7. Redlined items on the Preliminary Plat are incorporated in the attached Final Plat.
- 8. This condition is a pre-building permit requirement that was satisfied.
- 9. This condition is a pre-building permit requirement that was satisfied.
- 10. Goff Engineering, the project engineers, addressed the Town Engineering comments in the spreadsheet on July 29, 2022 (attached). Goff Engineering verified the accuracy of the information in the spreadsheet on July 19, 2023.
- 11. Goff Engineering, the project engineers, addressed the Town Engineering comments in the spreadsheet on July 29, 2022. Goff Engineering verified the accuracy of the information in the spreadsheet on July 19, 2023.

Due to the time-sensitive nature of this publicly beneficial affordable housing project, we respectfully request a meeting with Town and Town-contracted staff the week of August 7, 2023, to ensure additional application items aren't needed prior to the August 29, 2023, Planning Commission Hearing. Please let us know your availability for this meeting via email at your earliest convenience. We will continue to work diligently to promptly respond to any questions or needs of Town staff and contractors.

Respectfully submitted,

Din Bullet

Dan Burkhart, AICP

Attachments:

Planning Commission Hearing Request Form

Final Plat

Draft Subdivision Improvements Agreement (without Completed Exhibits)

Deed Restriction and Covenant

Affordable Housing Regulations and Guidelines

CPS Letter dated August 1, 2022 Approved Planned Unit Development Guide dated February 17, 2022 Town/Goff Engineering Project Comment Spreadsheet

Cc: Preston Neill, Town of Ridgway Town Manager Paul Major, Ridgway Homes, LLC Rob Harries, Goff Engineering, Inc

RURAL HOMES: FOR SALE, FOR LOCALS DEED RESTRICTION and COVENANT RIDGWAY WETTERHORN HOMES

Ouray County

Affordable Housing Ownership, Occupancy and Resale

| THIS DEED RESTRICTION AND COVENANT ("Covenant") is entered into this day of |
|---|
| , 202("Effective Date") by [insert Name of Purchaser], ("Declarant") for the benefit of |
| and enforceable by Ridgway Homes, LLC, a Colorado Limited Liability Company, (the Grantor), and each the |
| Town of Ridgway, a Colorado home rule municipality, and Rural Homes, LLC, their successors or assigns (together the "Peneficipality"). The Declarant and Peneficipality are competing and referred to begin individually as |
| (together, the "Beneficiaries"). The Declarant and Beneficiaries are sometimes referred to herein individually as "Party" and collectively as the "Parties." |
| Tarty and concenvery as the Tarties. |
| Property Subject to Deed Restriction. The following real property (the "Housing Unit") is hereby made subject to |
| these Covenants: |
| (insert lot legal here) |
| County of Ouray |
| State of Colorado. |
| |
| Commonly known as (insert street address here) |
| This Housing Unit has a maximum AMI of%. |
| This Housing Unit has# bedrooms and# bathrooms. |
| The Original Purchase Price: |
| RECITALS |
| WHEREAS, the Declarant is the Owner of the Housing Unit; and |
| WHEREAS, the Declarant on behalf of itself, its heirs, executors, administrators, representatives, successors, |
| and assigns, desires to comply with the Deed Restriction and Covenant and the Rural Homes: |
| For Sale, For Locals Project – RIDGWAY WETTERHORN HOMES AFFORDABLE HOUSING |
| REGULATIONS AND GUIDELINES ("Guidelines") by restricting the use of the Housing Unit as |
| hereinafter described; and |

WHEREAS, under this Covenant the Declarant and Beneficiaries intend, declare, and agree that the regulatory and restrictive covenants set forth herein governing the use of the Housing Unit described and provided for herein shall be and are hereby covenants running with the land and are intended to be and shall be binding upon the Declarant and Beneficiaries; and

WHEREAS, this Covenant is intended to provide housing and help keep it affordable for residents who make a living primarily from physically working in the Ridgway School District R-2 boundary and their families who chose to be part of the greater Ridgway community; and

WHEREAS, Declarant understands that this property has been subsidized by the government and charitable organizations and acknowledges that it has received adequate and valuable consideration in exchange for the imposition of this Covenant upon the Housing Unit.

COVENANT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

- 1. Covenant Runs with the Land. This Covenant shall constitute covenants running with title to the Housing Unit, for benefit of, and enforceable by, each of the Beneficiaries, and their successors and assigns, and this Covenant shall bind the Beneficiaries and all subsequent Owners and Occupants of the Housing Unit. Each Owner and Occupant, upon acceptance of a deed or lease to the Housing Unit, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Declarant's period of ownership or Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the Housing Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Covenant, even without reference to this Covenant in any document of conveyance. The Beneficiaries shall hold their interest as tenants in common, except that no Beneficiary may sell, transfer or assign their interest in the Covenant without the express written permission of the other(s), and no Beneficiary shall agree to relieve any Owner or Qualified Occupant of their obligations under the Covenant without the express written consent of the other(s). If one of the Beneficiaries ceases to exist, that Beneficiary's interest in the Covenant shall be deemed to be assigned to the remaining Beneficiary(s).
 - **1.1 <u>Term.</u>** The "**Term"** of this Covenant shall commence on the Effective Date and shall continue until _____ ("**Expiration Date**"). Said term of one hundred (100) years shall reset upon each and every Transfer.
 - **Administration and Enforcement.** This Covenant shall be administered by the Town of Ridgway or its duly authorized Designee acting as the housing authority administrator ("HA"). This Covenant shall be enforceable by the HA, its duly authorized Designee, or the Beneficiaries, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Housing Unit Owner(s) or Occupant(s), or such other remedies and penalties as may be specified in this Covenant, including but not limited to the Schedule of Violations and Fines found in the Guidelines.
 - **1.3** Replacement of Prior Agreement. If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the County Clerk and Recorder ("Official Records") on [RECORDING DATE] at Reception No. [RECORDING #].
- 2. <u>Definitions.</u> The Parties acknowledge and agree to the definitions in the **Rural Homes: For Sale,**For Locals Project RIDGWAY WETTERHORN HOMES AFFORDABLE HOUSING
 REGULATIONS AND GUIDELINES ("Guidelines") and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, Guidelines shall mean the most current Guidelines in effect at the time of closing on a sale or transfer of the Housing Unit or at the commencement date of a lease or other occupation agreement, as same may be amended from time to time, or its successor document.

3. Ownership, Use, Occupancy, Rentals, and Qualification.

- **Ownership.** The ownership of the Housing Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) as defined in the Guidelines. In the event that the Housing Unit is owned without compliance with this Covenant, the HA shall have the remedies set forth herein, including but not limited to the rights under Section 11.
- 3.2 <u>Use and Occupancy.</u> The use and occupancy of Housing Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owners or Qualified Occupant(s), and their Immediate Families.
 - 3.2.1 <u>Home Occupation.</u> The Housing Unit may be used in conjunction with a Home Occupation by the Qualified Household or Qualified Occupants residing in the Housing Unit subject to the provisions of the Guidelines and local land use restrictions.
 - 3.2.2 Guests are exempt from qualification requirements.

3.3 Initial Qualification.

- 3.3.0 Qualified Entity Owners: Land Contributors, Business Owners, Local Governments, and Special Districts are exempt from the Initial Qualifications in 3.3.1 but shall comply with all Occupancy Qualification and Rental Standards required by the Covenant and Guidelines.
- 3.3.1 Qualified Owner: To be eligible to purchase the Housing Unit, at least one member of the Household who is an Owner must be a Qualified Employee and meet Section 3.3.1.a, below, and all Household members must meet Section 3.3.1 b- f ., below, and as further defined in the Guidelines:
 - 3.3.1.a Meet the Minimum Work Standard physically in the Ridgway School District R-2 boundary for the twelve (12) months prior to purchase or provide evidence to the HA that Applicant will meet the Minimum Work Standard physically in the Ridgway School District R-2 boundary for the twelve (12) months following the purchase; and
 - 3.3.1.b Must meet the Earned Income Standard or has provided evidence to the HA that Applicant will meet the Earned Income Standard within the next twelve (12) months following the purchase; and
 - 3.3.1.c Must not own any interest in other Improved Residential Property(s) located within a one-hundred and fifty (150) mile radius from the Housing Unit.
 - 3.3.1.d Must not have a Net Worth that exceeds three (3) times the Initial Sales Price of the Housing Unit; and
 - 3.3.1.e Must meet the income restrictions applicable to the Housing Unit based on the Area Median Income (AMI) percentage limit and the Housing Unit designation in the legal description, and as set forth in the Guidelines to be recorded at time of sale; and
 - 3.3.1.f Shall occupy the Housing Unit as their sole and exclusive primary residence.
 - 3.3.1.g Qualified Entity Owners may own no more than three (2) Housing Units at one time, unless negotiated otherwise in the original development agreement, and make them available via sale or long-term rental to Qualified Occupants pursuant to this Covenant without the Qualified Entity Owner itself meeting the above-listed requirements. Qualified

Entity Owner shall not occupy or use the Unit for such Owner's own use or leave the Housing Unit vacant for more than three months in any twelve (12) month period. Any occupancy of a Unit pursuant to Section 3.4. shall meet all Household Size requirements.

- 3.3.1.h Businesses who are in the business of residential property management, residential property rentals, mobile home park ownership or rental and/or residential property ownership may not be certified as a Business Owner.
- 3.3.1.i A reasonable accommodation and exception may be requested from HA for any of these qualifications.
- 3.3.2 <u>Qualified Occupant</u>: To be eligible to rent the entire Housing Unit or a room in a Housing Unit, the Qualified Occupant:
 - 3.3.2.a Shall meet the above-listed requirements of Section 3.3.1a-f.
 - 3.3.2.b A reasonable accommodation and exception may be requested from the HA for any of these qualifications.
- **Rental of Property.** Short-term rental of the Housing Unit is prohibited. Long-term rentals may be approved as follows:
 - 3.4.1 Qualified Entity Owner Units: Long-term rental is allowed subject to the provisions of the Guidelines and the terms and provisions of this Covenant. Units, owned by the Qualified Entity Owner may be rented to Qualified Occupants for a term of no less than six (6) months. All rentals must comply with the current Guidelines.
 - 3.4.2 All other Housing Units: Owner may not, except with prior written approval of the HA, and subject to the HA's conditions of approval, rent an entire Housing Unit for any period of time. If approved, a rental shall be for no less than one (1) month. All rentals must comply with the current Guidelines.
 - 3.4.3 Roommates: The Qualified Owner may share occupancy of a Housing Unit with nonowners on a rental basis provided Qualified Owner continues to occupy Housing Unit as his/her sole and primary residence and meets the obligations contained in this Covenant. A roommate must be certified as a Qualified Tenant Household. Shortterm rentals of any kind are strictly prohibited.
 - 3.4.4 <u>Copy of Lease</u>: The Housing Unit Owner shall provide to the HA a fully executed copy of the Lease or other occupancy agreement no later than seven (7) days after it is fully executed.
 - 3.4.5 No Indemnification or Waiver of Immunity: Nothing herein shall be construed to require any of the Beneficiaries to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to a Housing Unit; nor to require any of the Beneficiaries to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by any of the Beneficiaries' governmental immunity, if applicable, provided by the Colorado Governmental Immunity Act or other applicable law.

- 3.5 <u>Continued Qualification Compliance</u>. All Qualified Owners and Qualified Occupants, including multiple owners, must maintain compliance with all applicable requirements and shall maintain Qualified Household status on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Housing Unit is required to comply with annual or biennial deed restriction monitoring certifying to the HA that they are in compliance with the requirements of this Covenant.
 - 3.5.1 Continuing Compliance Standards to maintain Qualified Household status:
 3.5.1.a At least one member of the Household must be a Qualified Employee who meets the Minimum Work Standards physically within the Ridgway School District R-2 boundary.
 - 3.5.1.b The Qualified Household shall meet the Earned Income Standard.
 - 3.5.1.c The Qualified Household shall occupy the Housing Unit as their Primary Residence at all times during the ownership or rental of a Housing Unit and for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis.
 - 3.5.1.d Household Net Worth shall not exceed three (3) times the Initial Sales Price of the Housing Unit:
 - 3.5.1.e Household Net Income shall no longer be considered for continuing qualification for Owners.
 - 3.5.1.f Tenant Household's Net Income will be considered for Tenant's continuing qualification and Tenant must continue to meet the AMI tier standard for the Housing Unit.
 - 3.5.1.g Household is prohibited from ownership of other Improved Residential Property located within a one-hundred fifty (150) mile radius from the Housing Unit, see Section 5, and as further described in the Guidelines.
- **Restriction on Debt.** Declarant shall not incur any debt or promissory note secured by a deed of trust or other security instrument that encumbers the Housing Unit in excess of the Original Purchase Price.
- 5. Ownership Interest in Other Residential Property. At the time of application, a Household may own other improved or unimproved residential or commercial property, however, all Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit must be listed immediately for sale and sold for fair market value within one year of taking title to the Housing Unit. In the event said other Improved Residential Property has not been sold by the Owner within twelve (12) months of its listing as required hereunder, then the Owner shall immediately list the Housing Unit for sale, pursuant to Section 7.1. a Qualified Entity Owner, qualified under Section 3.3.1 g-i, is exempt from this restriction.
- 6. <u>Income and Household Size Restrictions.</u> The applicable Income Eligibility Tier, which defines household income and household size restrictions, in compliance with this Covenant and as set forth in the Guidelines, Appendix A, will apply to Declarant, Qualified Occupants and future purchasers. If Declarant's Household size falls below the minimum required, Declarant shall rent a room to a Qualified Tenant pursuant to §3.4, above.
- **Transfer of Property:** Transfers of the Housing Unit are subject to this section unless excepted under Section 7.2, below.
 - **Requirements.** Declarant may sell the Housing Unit to a Qualified Owner, pursuant to the Guidelines, to the terms and provisions of this Covenant, and to the following:

- 7.1.1 Notice of Intent to Sell: Declarant or Owner must deliver a written notice of its intent to sell the Housing Unit ("Notice of Intent to Sell") to the Beneficiaries prior to offering the Housing Unit for sale.
- 7.1.2 <u>Right of First Refusal</u>: The Right of First Refusal to purchase shall first be provided to Beneficiaries pursuant to the Guidelines and Section 7.4, below.
- 7.1.3 Qualification of Prospective Buyer: In order to proceed to the closing of the sale of the Housing Unit ("Closing"), HA must have first certified in writing that the prospective buyer is a Qualified Owner pursuant to the Guidelines and to the terms and provisions of this Covenant.
- 7.1.4 <u>Void Transfer</u>: In the event the Housing Unit is sold and/or transferred without compliance with this Covenant, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- 7.1.5 <u>Date of Notice:</u> For purposes of this Covenant, "date of Owner's Notice of Intent to Sell" shall be the date on which written Notice of Intent to Sell is delivered to the HA.
- 7.1.6 Administration Fees: At the time of purchase, Declarant must pay any Covenant administration fees due according to the Guidelines. Such fees shall be paid by Declarant to the HA out of Declarant's proceeds of the sale of the Housing Unit and may not be added to the price of the Housing Unit.
- 7.1.7 <u>HA Made Whole:</u> No transfer of a Housing Unit shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to any of the Beneficiaries is fully satisfied, such as fees and violation fines.
- **Transfer Exception**. If reviewed and approved in writing by the HA prior to transfer, the following occurrences are exceptions to the definition of Transfer, provided that the new Owner, other than an estate, shall use the Housing Unit as their principal residence:
 - 7.2.1 A transfer resulting from the death of a Qualified Owner where the transfer is to the spouse or domestic partner or co-owner, who is also a Qualified Owner.
 - 7.2.2 A transfer resulting from the death of an Owner through a bequest or by intestate succession to a child of Qualified Owner who is certified as a Qualified Owner.
 - 7.2.3 A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.
- **Maximum Sale Price.** The Original Purchase Price ("OPP") of the Housing Unit shall be the basis for calculating the Maximum Sale Price ("MSP") in accordance with this Covenant and the Guidelines in effect at the time of listing the Housing Unit for re-sale.
 - 7.3.1 The Housing Unit shall meet the Minimum Resale Standards, defined in Section 7.3.4, below, to sell at MSP.

7.3.2 The MSP of a Housing Unit shall be limited to be no more than the following calculation:

The MSP may not exceed the sum of: (i) the OPP paid by the Owner for the Housing Unit, plus: (ii) an increase of three percent (3%) of such OPP per year compounded annually (prorated at the rate of 0.25 percent for each whole month, but not compounded annually) from the date of the Owner's purchase of the Housing Unit to the date of the Owner's Notice of Intent to Sell the Housing Unit; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the Seller during the Seller's ownership of the Housing Unit; (iv) the cost of Permitted Capital Improvements made to the Housing Unit by the Owner as set forth in Section 7.3.3, less the amount required to bring the Housing Unit up to the Minimum Resale Standards, if any.

- 7.3.3 <u>Permitted Capital Improvements</u>: The amount of Permitted Capital Improvements allowed to be added to the MSP shall not exceed ten per cent (10%) of the original purchase price provided that:
 - 7.3.3.a Improvements are pre-approved by HA prior to commencement of any work or installation; and
 - 7.3.3.a.1 Proof of homeowners' association, if any, approval is provided to HA prior to commencement of work.
 - 7.3.3.a.2 Improvements are properly permitted and inspected by the local Building Official, if applicable.
 - 7.3.3.b Improvements are documented by Declarant and submitted to HA within three months of completion.
 - 7.3.3.c The depreciation of Permitted Capital Improvements calculated from the schedule in the Marshall Swift Residential Handbook or any other approved handbook in effect at the time of calculation of MSP, shall be subtracted from the cost of the improvement; and
 - 7.3.3.d Any other reasonable costs allowed by HA pursuant to the Guidelines in effect on the date of Owner's Notice of Intent to Sell may be added to the MSP.
 - 7.3.3.e The 10% limitation on Permitted Capital Improvements shall reset every ten (10) years of continued ownership of the Housing Unit.
- 7.3.4 <u>Minimum Resale Standards</u>: Pursuant to the Guidelines, Section 6.8.2, each Owner shall be responsible for ensuring that at the Transfer of his or her Housing Unit, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding the Housing Unit. Seller's Property Disclosure form and Seller's Listing Checklist shall be completed and submitted prior to listing a unit for sale.
 - 7.3.4.a If a Housing Unit does not meet Minimum Resale Standards, HA may, at its discretion, require that the cost of necessary repairs be deducted from the closing sale price, or that Seller place into escrow the funds necessary to ensure satisfactory repairs. Any escrow balance remaining after necessary repairs are satisfactorily made shall be returned to Seller.
- 7.3.5 <u>Assumption of Costs</u>: No Declarant shall permit any prospective purchaser to assume any or all of the Declarant's closing costs. No Declarant shall accept anything of

- value from a prospective purchaser except for the MSP before, during or after closing of the transfer of the Housing Unit.
- 7.3.6 <u>Caveat:</u> Nothing in this Covenant represents or guarantees that the Housing Unit will be re-sold at an amount equal to the MSP. Depending upon conditions affecting the real estate market, the Housing Unit may be re-sold for less than the MSP.
- **7.4** Beneficiaries Right to Acquire Ownership. The initial Owner and each subsequent Owner shall not transfer any Housing Unit without first offering the same to each of the Beneficiaries for purchase. Each of the Beneficiaries shall have a right to purchase the Housing Unit as follows:
 - 7.4.1 Upon Owner's Notice of Intent to Sell as set forth in Section 7.1.1, or upon exercise of Notice of Election to Require Sale as defined in Section 10.3, or if an Owner receives any offer to purchase or tenders any offer of sale for the Housing Unit, either of the Beneficiaries, or their successors, shall have the Right of First Refusal to purchase ("ROFR") the Housing Unit for the offered sales price or MSP. This ROFR shall be triggered at each submittal of a Notice of Intent to Sell.
 - 7.4.2 Each of the Beneficiaries shall exercise its ROFR by executing a written and binding commitment to purchase ("Notice of Purchase") the Housing Unit to Owner and the other Beneficiaries within thirty (30) days after each of the Beneficiaries receives written Notice of Intent to Sell by Owner. A Party exercising the ROFR shall deposit a non-refundable deposit of 5% of the MSP in escrow for the benefit of the Seller contemporaneously with the exercise of said right. The commitment to buy shall set a closing date within sixty (60) days of delivery of Notice of Purchase.
 - 7.4.3 Each of the Beneficiaries shall have the right to inspect the Housing Unit prior to exercising its ROFR.
 - 7.4.4 In the event more than one Beneficiary wishes to exercise the ROFR, the priority shall first go to the Land Contributor, then to the HA, and then to the Rural Homes, LLC or their successors in interest, if applicable.
 - 7.4.5 In the event the Beneficiaries do not execute a written and binding commitment to purchase the Unit within said thirty (30) day period, this ROFR shall expire.
 - 7.4.6 The ROFR shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of the Housing Unit effected without first giving each of the Beneficiaries the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- **8.** No Creation of Additional Unit. In no event shall Declarant create an additional "Dwelling Unit" as defined in the applicable Land Use Code, in or as part of the Housing Unit unless authorized by the HA in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- **No Alteration of Housing Unit.** The Housing Unit shall not be altered, demolished, partially demolished, released from these covenants, or relocated, unless and except in compliance with the Guidelines and the applicable Land Use Code provisions in effect at the time of the application for alteration, demolition, release, or relocation.

10. Foreclosure

Default. It shall be a breach of this Covenant for Declarant to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering a Housing Unit. The Declarant hereby agrees to notify the Beneficiaries, in writing, of any notification Declarant receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Declarant's notification from lender, or its assigns, of said default or past due payments.

10.2 Right to Cure Default.

- 10.2.1 Upon receipt of notice as provided herein, each of the Beneficiaries shall have the right, in its sole discretion, to cure the default or any portion thereof ("Curing Party"). In such event, the Declarant shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) percent, and all actual expenses the Curing Party incurred in curing the default.
- 10.2.2 In the event the Declarant does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Declarant's default, the Declarant agrees that the Curing Party shall be entitled to a lien against the Housing Unit to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Town, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Housing Unit for the payment of the lien set forth in Section 12.6.

10.3 Right to Require Sale.

- 10.3.1 Upon default of Declarant, each of the Beneficiaries shall have the right to require Declarant to sell the Housing Unit to avoid the commencement of any adverse proceedings against the Housing Unit by providing Declarant written notice of HA's decision to exercise such right ("Notice of Election to Require Sale").
- 10.3.2 Upon receipt of a Notice of Election to Require Sale by any Qualified Holders, as defined in C.R.S. § 38-38-100.3(20), or mortgage brokers licensed by the Colorado Division of Real Estate pursuant to C.R.S. § 12-61-901 et. seq., Declarant shall immediately offer the Housing Unit for sale according to the provisions of Section 7.
- Non-Qualified Owner in Event of Foreclosure. In the event of a foreclosure on a promissory note secured by a first deed of trust on the Housing Unit or the acceptance by the holder of such note and deed of trust ("Holder") is issued a public trustee's deed for the Housing Unit or records a deed in lieu of foreclosure for the Housing Unit, this Covenant shall remain in full force and effect and Holder shall be considered a non-Qualified Owner.
- 11. <u>Obligation to Maintain Homeowner's Insurance</u>. Deed-restricted housing with public and private subsidies means that the cost to build homes is greater than the sales price. Owners shall obtain full replacement cost coverage through an insurance provider licensed with and compliant with the

Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.

- **11.1** Request for Insurance Coverage Certificate. Owner may be required to verify compliance with §11, above at any time and is required to respond within seven (7) days.
- **11.2** Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.

12. Default/Breach

- **Right to Inspect.** In the event the HA has or the Beneficiaries have reasonable cause to believe a Declarant is violating the provisions of this Covenant, that entity, through its authorized representatives, may inspect the Housing Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Declarant with no less than twenty-four (24) hours written notice; Declarant has the right to be present.
- Notice of Violation. The HA shall send a Notice of Violation ("NOV") to the Declarant detailing the nature of the violation and allowing the Declarant fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation as required by the Schedule of Violations and Fines, Appendix E of the Guidelines, and any additional opportunity to cure before the fines or consequences escalate. In the event the Declarant disagrees with the allegation of violation of the Covenant or the Guidelines, the Declarant may request, in writing, a hearing before the HA or its designated hearing officer, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Declarant to sell the Housing Unit. If the Declarant does not request a hearing and the violation is not cured within the fourteen-day period, the Declarant and/or Occupant shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.
- 12.3 <u>Hearing Before the HA</u>. Whenever this Covenant provides for a hearing before the HA, such hearing shall be scheduled by the HA within fourteen (14) days of the date of receipt of a written request for a hearing. At any such hearing, the Declarant or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the HA shall be a final decision, subject to judicial review.
- **Reservation of Remedies**. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.
- Sale Without Compliance. In the event the Housing Unit is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Housing Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.

- **Failure to Cure**. In the event a Declarant fails to cure any breach of this Covenant, each of the Beneficiaries may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, a mandatory injunction requiring the sale of the Housing Unit by Declarant, and/or an injunction against future sale(s) in violation of this Covenant.
- **Violation Fixes Resale Price**. In the event of a breach of any of the terms or conditions contained herein by Declarant, his or her heirs, successors or assigns, the Declarant's MSP of the Property shall, upon the date of such breach as determined by the HA, automatically cease to increase as set out in Section 7.3 and shall remain fixed until the date of cure of said breach.

13. General Provisions

- 13.1 Enforcement of Covenant. This Covenant shall constitute covenants running with the land and Housing Unit as a burden thereon, for the benefit of each of the Beneficiaries and/or its respective successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Declarants and/or Occupants.
- **13.2 Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the HA shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Housing Unit.
- 13.3 <u>Waiver of Exemptions.</u> Every Declarant, by taking title to a Housing Unit, shall be deemed to have subordinated to this Covenant any and all right of homestead and any other exemption in, or with respect to, such Housing Unit under state or federal law presently existing or hereafter enacted.
- Notices. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Declarant. The Declarant shall advise the Housing Agency of any change in address, in writing. Mailing requirements may be waived by consent of the Parties and acknowledgment of delivery by email or regular mail.

To Beneficiaries: Mayor

Town of Ridgway 201 N. Railroad Street

PO Box 10

Ridgway, CO 81432 Telephone: 970-626-5308

Rural Homes, LLC PO Box 4222

Telluride, CO 81435 Telephone: 970-728-8717

| To Declarant: | | | |
|---------------|--|--|--|
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| | | | |
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- **12.5** Severability. Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.
- **12.6** <u>Choice of Law.</u> This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- **12.7** <u>Successors</u>. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- **12.8** <u>Further Actions.</u> Declarants and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- **12.9** Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- **12.10** <u>Modifications</u>. Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the HA and Declarant, with the written consent of each of the Beneficiaries, and recorded with the Clerk and Recorder of County.
- **12.11** <u>Attorney Fees.</u> In the event any of the Parties resorts to litigation with respect to any of the provisions of this Covenant, the prevailing Party shall be entitled to recover damages and costs, including reasonable attorney fees.

| TOWN OF RIDGWAY | | | | |
|--------------------------------|-------------------|-------------------------|-------------------|-------------------|
| By: | | EXECUTED, this | day of | , 20 |
| name], Mayor | | | | |
| State of Colorado |) | | | |
| 7.44.6 01 00101446 |) ss. | | | |
| County of |) | | | |
| , | , | | | |
| The foregoing Rural Hom | es: For Sale, For | Locals Deed Restriction | and Covenant, I | Ridgway Wetterh |
| <u>Homes</u> has been acknowle | | | | |
| Town of Ridgway | | | | |
| Witness my hand and offic | ial seal. | | | |
| My commission expires: | | | | |
| | | Notary | | |
| Public | | roury | | |
| Н | OUSING AUTHO | ORITY | | |
| By: | | EXECUTED, this | day of | , 20 |
| name], CEO | | | | |
| State of Colorado |) | | | |
| |) ss. | | | |
| County of |) | | | |
| The foregoing | | Rural Homes: For Sal | e. For Locals Dee | d Restriction and |
| Covenant, Ridgway Wette | rhorn Homes has b | | | |
| | | the Housing Authority | | |
| Witness my hand and offic | ial seal | | | |
| My commission expires: | iui boui. | | | |
| J | | | | |
| | | Notary | | |
| | | riotary | | |

RURAL HOMES, LLC

| By: | | EXECUTED, this | day of | , 20 |
|---------------------------|------------------|-------------------------|--------------------|--------------------|
| [name], Member | | | • | |
| State of Colorado |) | | | |
| |) ss. | | | |
| County of |) | | | |
| The foregoing Rural Hor | nes: For Sale, l | For Locals Deed Restric | tion and Covenant, | Ridgway Wetterhorn |
| Homes has been acknow | | | | |
| | | RAL HOMES, LLC. | | |
| Witness my hand and offic | cial seal. | | | |
| My commission expires: | | | | |
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| Notary Public | | | | |
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| | | | | |
| DECLARANT | | | | |
| | | EXECUTED, this | day of | 20 |
| [name] | | | day of | , 20 |
| State of Colorado | , | | | |
| State of Colorado |) ss. | | | |
| County of |) 33. | | | |
| | , | | | |
| The foregoing Rural Hor | | | | |
| Homes has been acknow | ledged before | me this | day of | , 20, by |
| [nai | me]. | | | |
| Witness my hand and offic | cial seal. | | | |
| My commission expires: | | | | |
| | | | | |
| Notary Public | | | | |

Rural Homes: For Sale, For Locals

AFFORDABLE HOUSING REGULATIONS AND GUIDELINES RIDGWAY WETTERHORN HOMES

Ouray County

Approved by the Colorado Attorney General and DOLA Adopted by the Town of Ridgway on January 13, 2023

WELCOME

GENERAL POLICY GOALS: The general goal of the Rural Homes: For Sale, For Locals (RH) is to provide high quality homes that will remain affordable for working residents and their families who make a living primarily from employment in the Ridgway School District (R-2) boundaries, whose income and assets are below certain targeted limits, and who choose to be part of the local community. This is accomplished, for the most part, by regulating and restricting occupancy and sale of the Housing Units covered by these Affordable Housing Regulations and Guidelines (Guidelines) to "Qualified Households" as defined herein.

Qualified Households must meet specific economic means tests that may include both Household Income and Household Net Assets. Such tests of economic means are intended to promote diversity within the target community.

The Housing Units covered by these Guidelines are subject to price limitations for sale, resale and/or rental. These limitations are intended to insure affordability for the current Household and for the long-term affordability of the Housing Unit.

These Guidelines are intended to provide for clear, fair, and consistent administration of the Rural Homes: For Sale, For Locals Deed Restriction and Covenant Ridgway Wetterhorn Homes (referred to as "Covenant" or "Deed Restriction"), associated with each Housing Unit (also referred to as Unit). It is recognized that there are individual Households and Housing Units that may not fit clearly within the specific provisions of the Guidelines but still meet these general policy goals. For these cases, Exception and Appeal processes have been established (Section 11).

The Housing Authority (HA) or its designee is authorized to adopt specific policy directives as necessary to clarify and aid in the application and enforcement of the Deed Restriction. Any policy directives shall be adopted by HA at a properly noticed public meeting.

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1. **DEFINITIONS**

Definitions of terms and phrases contained within the Deed Restriction and Guidelines:

- 1.1 ACCESSORY DWELLING UNIT (ADU) a building, or portion thereof, the use of which is incidental to that of the main building, and which is located on the same lot or parcel with the main building or use, and which building has a separate kitchen, separate bathroom, a separate entrance, and which is restricted by rent and occupancy requirements as described in these Guidelines.
- 1.2 APPEAL is the process used when the Applicant understands and acknowledges the Covenant and Guidelines criteria and believes that after an initial determination, the criteria have been applied to him or her incorrectly.
- 1.3 APPLICANT a Household that has submitted the required application either for qualification as a Buyer or a Renter or who submits a request for an Exception.
- 1.4 AREA MEDIAN INCOME (AMI) a statistical number based on Household Size and Income for residents of the county in Colorado in which the Housing Unit is located and that is used in these Guidelines as a basis for the Income Eligibility Tiers applied to specific Housing Units. HA shall update the AMI once per year based upon an analysis of the best available data for County Household Incomes. Data sources and methods for this analysis are documented in Appendix A.
- 1.5 ASSETS anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. Assets include both liquid and non-liquid assets. Liquid Assets include cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. Non-liquid Assets are those items not easily converted to cash.

The most recent assessed value as provided by the applicable assessor's office will be used to determine the value of Assets, including real estate holdings, regardless of setoffs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Assets in a qualified retirement plan and intangible assets will not be included in the asset calculations for each income category. Household Net Assets equals gross Household Assets less gross Household Liabilities.

NOTE: A one-time gift of up to 30% of the Original Purchase Price used exclusively as a down payment for the purchase of a Housing Unit may be considered as a net asset, and not as Unearned Income for the purposes of initial qualification.

1.6 BEDROOM - area designed to be used for sleeping purposes that shall contain a closet, have access to a bathroom and meets applicable Building Code requirements for light, ventilation, sanitation, and egress.

- 1.7 BUSINESS OWNER a person or entity that owns or operates a business located in and serving the County, with a local workforce working in the School District, and who has been certified by the Housing Authority to own a Housing Unit and who has agreed to the rental restrictions set forth in the Deed Restriction and these Guidelines. Note: Businesses who are in the business of residential property management, residential property rentals, mobile home park ownership or rental and/or residential property ownership may not be certified as a Business Owner.
- 1.8 BUYER a person who is buying a Housing Unit.
- 1.9 CAPITAL IMPROVEMENTS AND PERMITTED CAPITAL IMPROVEMENTS a Capital Improvement is any fixture, construction or installation that is erected, constructed, or installed as a permanent improvement to real property or non-recurring expenses for physical improvements that provide a long-term upgrade or improvement to the Housing Unit, not to include ordinary repair and maintenance. A Permitted Capital Improvement is a Capital Improvement that has been approved by HA prior to erection and shall NOT include luxury items, upgrades for esthetic or personal preference, landscaping, or cost associated with ordinary repair, replacement, and maintenance. For example, installing a stained-glass window in place of a functioning clear glass window would be considered a luxury item.

Permitted Capital Improvements are established for determining Maximum Sales Price as the terms are defined in Section 6.11.

- 1.10 COMMERCIAL PROPERTY property which is used for any of the following uses as defined by the applicable Land Use Code: Commercial; Industrial; Accommodations (including Hotel, Lodge, Boarding and Rooming houses, Lock-off units, and Short-term Dwelling Units); and Agricultural Land.
- 1.11 CO-SIGNER a joint signatory of a promissory note whose obligations are the same as those of the primary borrower. If the primary borrower does not repay the loan, the co-signer accepts responsibility for the debt. A Co-signer shall not occupy the Housing Unit unless qualified by HA.
- 1.12 COUNTY the county in the state of Colorado in which the Housing Unit is located.
- 1.13 DECLARANT the person or entity who is purchasing the Housing Unit and who signs the Deed Restriction and Covenant.
- 1.14 DEED RESTRICTION a contract prepared by HA in coordination with Rural Homes (RH) and entered into between HA, RH, and the Owner or Buyer of real property identifying and burdening the conditions of use, occupancy and sale which shall not be altered by any party without the written consent of all parties, also referred to as Covenant.
- 1.15 DESIGNEE a person or entity that is named and authorized to act in place of the person or entity granting the designation.
- 1.16 DISABLED PERSON See Individual with a Disability.

- 1.17 DOWN PAYMENT a cash payment made by the purchaser toward the purchase price of the Housing Unit.
- 1.18 EARNED INCOME STANDARD total Household Earned Income must be at least 75% of the total Household Income. Unearned Income cannot exceed 25% of total Household Income. See INCOME.
- 1.19 ELDERLY a person who is at least 65 years of age.
- 1.20 ELIGIBILITY qualification requirements applied to a Household based on the specific Housing Unit the Household intends to occupy.
- 1.21 EMPLOYEE a person who is self-employed or is working for another person or business and is compensated for such work on an hourly, weekly, monthly or commission basis or any combination of such compensation.
- 1.22 ESSENTIAL RESPONSE PERSONNEL those persons required to report to their designated work location to ensure the operation of essential functions during an emergency. Qualified Essential Response Personnel are employees (on call 12 hours/day, a minimum of 8 times per month or its equivalent) of a community-based organization, in the Ridgway School District R-2 boundaries that provides on-scene assistance and personal care to victims. Community-based organizations include but are not limited to the Fire Department, Search & Rescue, Police, Marshal, and Sheriff's Departments, Emergency Medical Services, Social Services, and Emergency Dispatch.
- 1.23 EXCEPTION, REQUEST FOR the process used when the Applicant understands and acknowledges the Covenant and Guidelines criteria and believes that there exists a legitimate and compelling reason why the Applicant should be excused from such criteria or allowed a modification of the criteria.
- 1.24 FAIR MARKET VALUE the price at which bona fide non-distress sales have been consummated for assets of like type, quality, and quantity in a particular market.
- 1.25 FAMILY see Immediate Family
- 1.26 FEE SIMPLE ESTATE the maximum possible estate that one can possess in real property, complete and absolute ownership of indefinite duration, freely transferable, and inheritable.
- 1.27 FINANCIAL STATEMENT a statement detailing all personal assets, liabilities, and net assets (the difference between gross assets and liabilities) as of a specific date.
- 1.28 FIRST MORTGAGE a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against a property to secure a loan used to purchase a property by a Mortgagee.

- 1.29 FREE-MARKET PROPERTY a property that is not restricted by any Deed Restriction or covenant regarding price or terms of sale.
- 1.30 FULL-TIME EMPLOYEE a person who works a minimum of 1,200 hours per year by working no less than eight (8) of every twelve (12) months on a rolling twelve (12) month basis AND during the qualifying eight (8) months must work at least forty (40) hours per month.
- 1.31 GOVERNMENT PERSONNEL any Full-time Employee of a federal, state, or County agency, or any local government, including law enforcement agencies.
- 1.32 GRIEVANCE any dispute that Seller, Buyer, Owner, or Applicant may have with HA with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.
- 1.33 GUEST a person with whom a Household shares the same living quarters who has no proprietary interest including no leasehold interest in the Housing Unit, who is not on the title to the unit, who does not provide financial assistance to the Household, and whose stay is limited to less than thirty (30) days every six (6) months.
- 1.34 GUIDELINES these Rural Homes: For Sale, For Locals Affordable Housing Regulations and Guidelines, Ridgway Wetterhorn Homes, are a set of operational regulations adopted by RH and the HA and are amended from time to time that set out definitions, standards and procedures that further define and detail the Rural Homes: For Sale, For Locals Deed Restriction and Covenant, Ridgway Wetterhorn Homes and are to be applied to specific Housing Units.
- 1.35 HEALTH CARE PERSONNEL any Full-time Employee, who is licensed or otherwise authorized by the State of Colorado to provide health care services and who is employed as such by a nonprofit institution within the Ridgway School District R-2 boundaries.
- 1.36 HOME OCCUPATION any business conducted principally within a dwelling unit, an enclosed garage or accessory building, which is carried on by the inhabitants of the Housing Unit. Home Occupation does not include: an individual working at home that does not routinely conduct meetings in the home; does not have routine contact with employer, employee, consultant and/or client in the home; and does not conduct traditional sales or retail activities on the premise of their workplace; and/or does not place any identifying signs on the exterior of the workplace.
- 1.37 HOUSEHOLD one or more persons who intend to live together in a Housing Unit as a single housekeeping entity.
- 1.38 HOUSING AUTHORITY (HA) Housing Authority will have the responsibility to administer the Deed Restriction and Guidelines, including qualifying owners, enforcement, and making any exceptions. Each RH development will be assigned a HA within that jurisdiction. As used in these Guidelines, HA may also mean staff and the Board of Directors of the Housing Authority or its designee, as the context requires.
- 1.39 HOUSING UNIT a residential unit that is subject to the Covenant and Guidelines and any additional covenants that run with the land.

- 1.40 IMMEDIATE FAMILY the Qualified Employee and the spouse of the Qualified Employee and their siblings, the parents and/or offspring of the Qualified Employee and the spouse of the Qualified Employee, all of whom may be related either biologically, by marriage, by civil union and/or by legal adoption, and regardless of age. Immediate Family also includes: a minor child for whom the Qualified Employee or the spouse of the Qualified Employee becomes a legal guardian and a minor child for whom the Qualified Employee or the spouse of the Qualified Employee becomes a legal foster parent. Such children shall be treated as biological children and have the same Immediate Family status, regardless of age.
- 1.41 IMPROVED RESIDENTIAL PROPERTY property that contains at least one (1) dwelling unit as defined in the applicable Land Use Code.

1.42 INCOME -

- a. Earned Income -
 - Income derived from one's own labor or through active participation on a regular, continuous, and substantial basis in a business and including retirement funds from deferred income earned from employment, Social Security benefits, alimony, and child support; and
 - ii. Net income derived from a business after reasonable deductions for expenses, depreciation, taxes, and similar allowances.
- iii. For Qualified Elderly, retirement and/or pension income, regardless of origin, is considered Earned Income.
- b. Household Income combined Gross Income of all individuals in the Household.
- c. Unearned Income income derived from investments, rental property, trusts, inheritance, etc. and any other passive activity.
- d. Gross Income the total of all income from whatever source before deductions.
- 1.43 INCOME ELIGIBILITY TIER the specification and limits of Household Income that applies to a particular Housing Unit.
- 1.44 INDIVIDUAL WITH A DISABILITY- has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990", 42 U.S.C. sec. 12131, and its related amendments and implementing regulation, as amended, which currently defines a person with a disability as "Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment." (see also, Mobility Disabled Person).
- 1.45 INITIAL SALES PRICE the sale price for a Housing Unit that is recorded as the Original Purchase Price [OPP] of that Housing Unit at the time the original Deed Restriction for the Housing Unit is executed and recorded in the County Clerk and Recorder's Office.
- 1.46 JOINT TENANCY ownership of real estate between two or more parties who have been named in one conveyance as joint tenants. Upon the death of one tenant, surviving joint tenant(s) have the right of survivorship.

- 1.47 LAND CONTRIBUTOR the entity that provided the land upon which the Rural Homes, For Sale, For Locals Project was built.
- 1.48 LAND CONTRIBUTOR UNITS those deed-restricted properties that have been designated for purchase by the Land Contributor. A Land Contributor Unit is a Housing Unit.
- 1.49 LANDLORD the owner of the Housing Unit, who, in an exchange for rent, leases the entire Housing Unit or a room in the Housing Unit to another individual known as the Tenant.
- 1.50 LEASE a written agreement between an Owner/Landlord and a Tenant/Tenant Household that creates a Leasehold Interest.
- 1.51 LEASEHOLD INTEREST a less than Fee Simple Estate that a Tenant possesses in real property.
- 1.52 LEAVE OF ABSENCE an Exception from the requirement that a Qualified Household maintain the Housing Unit as its primary place of residence granted according to the Exception Procedure in Section 5.2.4.1.
- 1.53 LIABILITIES the total amount owed to other persons including loans, liens, accounts payable, and other financial obligations as defined by generally accepted accounting practice.
- 1.54 LONG-TERM RENTAL rental of a Housing Unit for any period of time equal to or greater than six consecutive months.
- 1.55 LUXURY ITEMS are non-essential appliances, fixtures, or upgrades to a Housing Unit.
- 1.56 MAXIMUM SALE PRICE (MSP) the maximum purchase price that can be paid by any purchaser of a Housing Unit. The MSP is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Housing Unit. The Owner's MSP is determined as defined in Sections 5.8 and 8.2.3 and according to the Covenant covering the Housing Unit.
- 1.57 MINIMUM WORK STANDARD in order to meet the Minimum Work Standard, a person must work 1,200 hours per year by working physically within the Ridgway School District R-2 boundaries no less than eight (8) of every twelve (12) months on a rolling twelve (12) month basis AND during the qualifying eight (8) months must work at least forty (40) hours per month.
- 1.58 MOBILITY DISABLED PERSON a person who is an Individual with a Disability and who suffers from a long-term limitation in independent, purposeful physical movement of the body or of one or more extremities.
- 1.59 MORTGAGEE any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing

- for residential real property and that is the beneficiary of a deed of trust or the mortgagee under a mortgage encumbering the Housing Unit.
- 1.60 NET WORTH the estimated sum of the assets of the Qualified Owner and/or Qualified Occupant and/or Qualified Household less liabilities, the term is synonymous with Net Assets.
- 1.61 NOTICE OF VIOLATION a formal written notice from the HA or its Designee to a Housing Unit Owner, Occupant, or Tenant who may be in violation of provisions of the Deed Restriction for the Housing Unit or of the provisions of the Guidelines.
- 1.62 OCCUPANT any person who occupies the Housing Unit as his or her Primary Residence but who has no ownership interest in the Housing Unit.
- 1.63 ORIGINAL PURCHASE PRICE (OPP) the sale price for a Housing Unit that is recorded at the time the Covenant for the Housing Unit is executed and recorded in the County Clerk and Recorder's Office.
- 1.64 OWNER individual(s) who has a legal right to the Housing Unit by deed, tenancy in common, joint tenancy, or tenancy in the entirety or other relationship; an individual who may have a proprietary interest in the Housing Unit, and may include any subsequent buyer, heir, devisee, transferee, grantee, or holder of title, or any portion of title, to the Housing Unit.
- 1.65 PURCHASE PRICE all consideration paid by the Buyer to the Seller for a Housing Unit.
- 1.66 PREQUALIFICATION a borrower's tentative written mortgage approval from a lender.
- 1.67 PRIMARY RESIDENCE the sole and exclusive place of residence.
- 1.68 PRIORITY the order in which Housing Units are offered to Applicant Households based on the applicable selection procedure (e.g., a lottery, waiting list). Priority is created by RH and the HA and not all Housing Units are subject to Priority.
- 1.69 PROPERTY includes all real estate of any kind, improved or unimproved, including but not limited to land, commercial property, investment property, and residential property.
- 1.70 QUALIFICATION the minimum standards of employment, residency and/or net assets that are applied to a Qualified Household according to the Covenant covering the Housing Unit and as defined in Sections 3 and 5.
- 1.71 QUALIFIED EMPLOYEE an Employee who meets the Minimum Work Standard, is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines.
- 1.72 QUALIFIED ENTITY OWNER-an Owner who is a Business Owner, Land Contributor, Local Government or Special District located in and serving the County, with a local workforce working in the School District, that has been certified as Qualified by the HA to own a

- Housing Unit and who has agreed to the rental restrictions set forth in the Deed Restriction and these Guidelines.
- 1.73 QUALIFIED HOUSEHOLD all Owners and Occupants who meet the requirements of Sections 3 and 5 who are certified by the HA to own and/or occupy the Housing Unit according to the terms and conditions of the Deed Restriction and Guidelines and who maintain compliance pursuant to the Covenant and Guidelines.
- 1.74 QUALIFIED OCCUPANT a person who meets the requirements of Sections 3 and 5 to occupy the Housing Unit, who is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines. Entity Owners shall not be considered Qualified Occupants.
- 1.75 QUALIFIED OWNER a person who meets the requirements of Sections 3 and 5 at the time that they take initial ownership interest or transfer of interest in a Housing Unit, is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines. Entity Owners may be considered Qualified Owners subject to the Covenant and Guidelines.
- 1.76 RIGHT OF FIRST REFUSAL: a provision in a lease or other agreement that gives a potentially interested party the right to buy a property before the seller negotiates any other offers.
- 1.77 SALE a sale is the exchange of a Housing Unit for an agreed amount of money in a single transaction in which title to the Housing Unit is transferred to a new Qualified Household.
- 1.78 SELF-EMPLOYMED a person who carries on a trade or business as a sole proprietor or independent contractor who is working for oneself as a freelancer rather than for an employer including part-time business or a member of a partnership that carries on a trade or business.
- 1.79 SELLER a person who owns and is selling a Housing Unit.
- 1.80 SELLER'S LISTING CHECKLIST the list of items required to be in good order as defined in the "Minimum Standards" required for a sale at Maximum Sale Price (Section 6.8).
- 1.81 SELLER'S PROPERTY DISCLOSURE the residential form approved by the Colorado Real Estate Commission and customarily required in transactions involving the purchase and sale of residential real estate in the State of Colorado.
- 1.82 SCHOOL DISTRICT the Ridgway School District (R-2), the school district in which the Housing Unit is located.
- 1.83 SCHOOL DISTRICT PERSONNEL any Full-time Employee, including independent contractors, of the Ridgway School District R-2 who provides health, educational, administrative, social, psychological, custodial, food service, transportation, law enforcement, or childcare services.

- 1.84 SHORT-TERM RENTAL rental of a Housing Unit for any period of time less than thirty (30) consecutive days.
- 1.85 SPECIAL DISTRICT- is a quasi-municipal corporation and political subdivision of the State of Colorado formed to provide necessary public services that the county or municipality cannot otherwise provide. The formation and operation of a special district is governed by Title 32 of the Colorado Revised Statutes and other applicable laws.
- 1.86 TENANT a person who has the temporary use and occupancy of real property owned by another subject to the Guidelines.
- 1.87 TOWN the Town in which the Housing Unit is located.
- 1.88 TRANSFER an act of a Party, or of the law, by which the title to the Housing Unit is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Housing Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the Housing Unit is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by the Housing Authority.
- 1.89 UNIMPROVED RESIDENTIAL PROPERTY vacant property, which is restricted solely to residential uses, and uses accessory thereto, as defined in the applicable Land Use Code.

2. PURPOSE AND APPLICABILITY

The purpose of the Guidelines is to provide a comprehensive and consistent set of provisions that apply to housing created by Rural Homes: For Sale, For Locals and the Housing Authority.

Every sale or rental of a Housing Unit shall be subject to the Deed Restriction and Guidelines in effect at the time of sale or rental. Owners and Tenants are subject to the Guidelines in effect and as amended during their ownership or lease.

Violations of these Guidelines are violations of the Deed Restriction and are subject to the penalties adopted for such violations in addition to remedies provided herein.

These Guidelines are considered regulations in order to control and enforce the applicable RH Deed Restriction and have the force and effect of law and can be enforced by the Beneficiaries and the HA or its authorized agents and/or representatives. These rules have binding effect on all individuals and courts.

3. HOUSEHOLD QUALIFICATION and ELIGIBILITY

A Qualified Owner or a Qualified Household must maintain its Qualification continuously as long as it owns, rents, or occupies the Housing Unit.

- **3.1** Household Initial Qualification. Qualified Owners and Qualified Households must meet each of the following requirements for initial purchase or occupancy as described below in the following sections:
 - **3.1.1** Minimum Work Standard
 - **3.1.2** Earned Income Standard
 - 3.1.3 Residency Standard
 - **3.1.4** Property Ownership Standard
 - 3.1.5 Net Assets Standard

3.1.1 Minimum Work Standard.

- 3.1.1.1 Qualified Employee. At least one member of the Household who is an Owner shall be a Qualified Employee who must demonstrate and verify 1,200 hours of employment physically performed in the School District boundaries for a minimum of forty (40) hours per month for at least eight (8) of the previous twelve (12) months immediately prior to submission of an application or provide verifiable intent to physically perform 1,200 hours of work in the School District boundaries within twelve (12) months of application at a minimum of forty (40) hours per month for eight (8) of the next twelve (12) months.
- 3.1.1.2 <u>Exemptions.</u> Those who have been determined by HA to be Qualified Elderly or Qualified Individual with a Disability as defined below, prior to application for ownership or rental, as well as Immediate Family and Dependents of a Qualified Employee are exempt from the required employment hours.

- 3.1.1.2.a Qualified Individual with a Disability Those persons with a disability may apply to be Qualified Individual with a Disability by providing a verifiable history of employment meeting the Minimum Work Standard on a rolling twelve (12) month basis for at least five (5) of the seven (7) years within the County immediately prior to application for Qualified Individual with a Disability as defined. Note: Persons with a disability who cannot meet this exemption standard may request an Exception under §11.1.3
- 3.1.1.2.b Qualified Elderly Those who are 65 years or older may apply to be Qualified Elderly by providing a verifiable history of employment meeting the Minimum Work Standard on a rolling twelve (12) month basis for at least five (5) of the seven (7) years within the County, immediately prior to application for Qualified Elderly as defined.
- 3.1.1.3 Exception. Employees who are employed by a business located in the School District boundaries with a workforce physically located within the School District boundaries and who are required to perform tasks outside the School District boundaries, may apply for an Administrative Exception to the "physically performed" requirement, §1.1.1 above.

3.1.2 Earned Income Standard.

- 3.1.2.1 Total Household Earned Income must be at least 75% of the total Household Income. Unearned Income cannot exceed 25% of total Household Income.
- 3.1.2.2 Households must qualify for the AMI standard associated with the Housing Unit and show proof of Income not to exceed the income range allowed for the Housing Unit.
 - 3.1.2.2a For purposes of Initial Qualification under this standard for Applicants who do meet the local Minimum Work Standard, the HA shall examine historical data. Historical data is a hybrid of previous year's tax returns and current year-to-date employer payment information that creates a total income for the twelve-month period immediately prior to the application submittal. All other income received or earned in the same twelve-month period is included in the income total.
 - 3.1.2.2.b For purposes of Initial Qualification under this standard for Applicants who do **not** meet the local Minimum Work Standard and who provide verifiable intent to work, the HA shall use prospective information and income related to the applicant's employment in the School District going forward. The start date of the "intent to work" shall begin the twelve-month period of analysis, including anticipated income from all sources.

- 3.1.2.3 Applicant representations of Gross Income are subject to verification and evaluation of reasonableness by HA.
- 3.1.2.4 The following are exempt from the Earned Income Standard:
 - 3.1.2.4.a Those who are Qualified Individual with a Disability per the provisions of Section 3.1.1.2.a; and
 - 3.1.2.4.b. Those who are Qualified Elderly per the provisions of Section 3.1.1.2.b.
- **3.1.3 Residency Standard.** Applicants purchasing a Housing Unit are not subject to a prior residency requirement but must intend to, and in fact, occupy the Housing Unit as their sole and Primary Residence.

3.1.4 Property Ownership Standard.

- 3.1.4.1 At the time of application, a Household may own other improved or unimproved residential or commercial property, however, Applicant must enter into an Intent to Sell Agreement for all Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit. Further all Improved Residential Property must be listed for sale within seven days of taking title to the Housing Unit and sold for fair market value within one year of taking title to the Housing Unit.
- 3.1.4.2 Households that desire to acquire Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit after taking ownership of a Housing Unit must apply for and be granted an Exception prior to taking ownership of the additional property.
- 3.1.4.3 Households that desire to retain Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit after taking ownership of a Housing Unit must apply for and be granted an Exception before purchasing the Housing Unit.

3.1.5 Net Assets Standard.

- 3.1.5.1 Total Household Net Assets shall not exceed three (3) times the Original Purchase Price ("OPP") of the Housing Unit. All Household members' shares of business assets, including real estate, shall be included in determination of the Household Net Assets.
- 3.1.5.2 <u>Disposition of Assets</u>. Any member of a Household who has assigned, conveyed, transferred, or otherwise disposed of property or other assets within the last two (2) years without fair consideration in order to meet the net asset limitation or the property ownership limitation shall be ineligible to purchase a Housing Unit.

3.2. Household Eligibility Criteria.

3.2.1 <u>Income Eligibility Tiers</u>. Households must meet Income Eligibility Tiers in addition to the Household Initial Qualification criteria. Eligibility criteria may differ between units that are targeted to different Tiers, as defined in Appendix A, and as designated in the Covenant.

The existence of more than one Eligibility Tier does not guarantee that the HA will construct or otherwise make available housing in that Tier.

3.2.2 <u>Household Size.</u> The total number of people in a Household shall not be less than the following Minimum Household Sizes or exceed the Maximum Household Sizes:

| Unit Type:* | Minimum Household Size: | Maximum Household Size |
|------------------|----------------------------|---------------------------|
| Studio/1 Bedroom | 1 person | 3 persons |
| 2 Bedroom | 1 person | 4 persons |
| 3 Bedroom | 2 persons | 6 persons |
| 4 Bedroom | 3 persons | 8 persons |

^{*}this chart does not guarantee houses will be built or available in all listed types.

- 3.2.2.a If Declarant's Household Size falls below the minimum size required, Declarant shall rent a room to a Qualified Tenant pursuant to the Covenant and Guidelines.
- **3.3** Qualified Entity Owners. Qualified Entity Owners shall be exempt from the Initial Qualification Standards and Eligibility Criteria. Tenants of all Qualified Entity Owner Housing Units shall meet the requirements above as required by Section 7, below.

4. INITIAL HOUSEHOLD APPLICATION PROCESS

- **Application Process.** Applications for qualification shall be made to HA. HA may request any combination of documentation reasonably related to proof of income, assets, and employment. Household shall sign a release of information so that HA may obtain such information. HA will require a sworn statement of the facts contained in the application including at least the following certifications:
 - **4.1.1** That the facts contained in the application are true and correct to the best of the Applicant's knowledge; that the Applicant has been given the standard application information packet by HA; and
 - **4.1.2** That the Applicant, on the basis of the application presented, believes that the Household qualifies to occupy the Housing Unit in question according to the Deed Restriction, these Guidelines and all other applicable procedures, rules, and regulations.

- **4.1.3** Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to HA shall be cause for immediate expulsion from the application process and/or forced sale or vacation of the Housing Unit.
- **4.1.4 Qualified Entity Owners. Qualified Entity Owners** shall have a streamlined application process which may vary among entity type.
- **Homeowners Associations**. The Housing Unit is not currently subject to a homeowner's association ("HOA"). However, HOAs and related dues are authorized in Colorado under Colorado Revised Statutes §38-33.3-101 et seq. If an HOA is formed and applicable, all Owners of Housing Units are required to timely remit payment of HOA dues. It is the Household's responsibility to be aware of any HOA dues or interest charges.

5. CONTINUING HOUSEHOLD QUALIFICATION AND COMPLIANCE VERIFICATION

- **Maintaining Qualified Household Status.** HA requires Households, including all occupants of Housing Units, to maintain Qualified Household status on an on-going basis.
 - **5.1.1** Changes to Households. Changes to Qualified Households impact ongoing qualifications and may jeopardize qualification, such as a pending separation or divorce, the death of a Household member, or departure of a Household member, and the addition of Immediate Family members. All changes to the Household shall be reported to HA within thirty (30) days of said change. HA will make every effort to maintain stable housing for Households in transition but shall require the Household to come into compliance within a reasonable period prior to issuing a Notice of Violation.
 - **5.1.2** <u>Compliance Checks</u>. In order to verify compliance with Deed Restrictions and the Guidelines, HA will conduct regular Compliance Checks and may initiate them to investigate complaints or reports of non-compliance. Any on-site Housing Unit inspection is subject to a twenty-four (24) hour notice requirement.
 - **5.1.3** Verification of Qualification. HA shall require Households to verify that they remain a Qualified Household within twenty-one (21) days of a written notice of Compliance Check or a penalty will be assessed (see Appendix E). A sworn statement of the facts required for maintaining Qualified Status shall be required as detailed in Section 4 for initial Compliance Check submissions.
- **5.2 Qualified Household Continuing Requirements**. Verification of the following shall be required:

5.2.1 Continuing Minimum Work Standard.

5.2.1.1 At least one member of the Household must be a Qualified Employee who meets the Minimum Work Standards.

5.2.1.2 Qualified Elderly, Qualified Individual with a Disability and Immediate Family of Qualified Employees are exempt from the continuing Minimum Work Standard.

5.2.2 Continuing Earned Income Standard.

5.2.2.1 Household shall meet the Earned Income Standard, Section 3.1.2.1.

5.2.3 Continuing Net Income Standard.

- 5.2.3.1 Household Net Income shall not be considered for ongoing qualification for Owners.
- 5.2.3.2 Tenant Households shall continue to meet the Earned Income Eligibility Tier as designated by Appendix A.
- **5.2.4** Continuing Residency Standard. Qualified Households shall occupy the Housing Unit for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis.
 - 5.2.4.1 <u>Leave of Absence</u>. In the event a Household wishes to not occupy the unit for more than four (4) months, the Household may apply to HA for a Leave of Absence for a term not to exceed two (2) years. The Household must provide clear and convincing evidence showing both a bona fide reason for leaving and a commitment to re-occupy the Housing Unit. HA shall condition the granting of the Leave of Absence on the Household offering the Housing Unit for rent to a Qualified Household, during the period of the requested leave. HA may include conditions on the Leave of Absence, as it deems necessary. Applications for a Leave of Absence shall be made to HA according to the Exceptions Procedure in Section 11.1. Short-term rental of Housing Units is otherwise prohibited.
- **5.2.5** Ownership of Improved Residential Property. Household is prohibited from ownership of other Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit unless the HA approves an Exception, see Section 11.1.
- **5.2.6** <u>Household Net Assets</u>. Household Net Assets shall not exceed three (3) times the Initial Sales Price of the Unit.
- **5.2.7** <u>Household Size.</u> Minimum and Maximum Household Size are on-going requirements. See Section 3.2.2, above.
- **5.3** Qualified Entity Owners. Qualified Entity Owners shall be subject to verification of Qualification of Entity Status. Tenants of all Qualified Entity Owner Housing Units shall meet all continuing requirements of the Covenant and Guidelines. Failure to do either or both is a material breach of the Covenant.

6. SALE AND RESALE OF HOUSING UNITS

The initial sale of all Housing Units shall be in accordance with applicable lottery, wait list or other selection procedures as determined by the HA.

6.1 <u>Notification Required.</u>

- **6.1.1** Written notice to HA shall be required for any pending change in financing or ownership of a Housing Unit. Failure to timely notify HA is considered a serious breach of the Deed Restriction and violation of the Guidelines and shall be subject to a Notification Required Penalty (see Appendix E) for each day the failure to notify persists.
- **6.1.2** Notice of Intent to Sell a Housing Unit must be given at least sixty (60) days prior to the sale of the unit on notice forms available from HA.
- **6.1.3** Notice of transfer of any interest in a Housing Unit must be given at least thirty (30) days prior to the transfer and will require the execution of a new Deed Restriction.
- **6.1.4** Notice of refinancing of a Housing Unit must be given at least thirty (30) days prior to closing of the loan.
- **Consult with HA.** Sellers are advised to consult with HA prior to offering a Housing Unit for sale, in order to obtain the most current information about applicable Guidelines and processes, and to verify the Maximum Sale Price and other applicable provisions of the Deed Restriction concerning the Sale.
- **6.3** Independent Legal Counsel. All Sellers and Buyers of Housing Units are advised to consult independent legal counsel regarding the examination of title and all contracts, agreements, and title documents. The retention of such counsel, or related services, shall be at Buyer's and Seller's own expense.
- **Title Company.** HA advises Buyers to use a local title company and escrow agent with experience in closings of Housing Units to close the sale transaction. The title documents involved in the closing of Housing Units are unique and technical. Mistakes in the closing documents are easily made and difficult to correct. Seller shall authorize HA to review the conveyance documents prior to closing.
- **6.5 Sales Fee.** After the initial sale, at the closing of the sale, the Buyer, will pay to HA a fee equal to 1% of the sales price. HA may instruct the title company to pay such fees out of the funds held in escrow at closing. The sales fee is waived for the sale from the developer to the first purchaser. HA may also waive the fee, or a portion thereof, in its sole discretion, to promote affordable housing. Fees due to HA shall be paid regardless of any action or services that the Buyer or Seller may undertake or acquire.
- **Beneficiaries with the Right to Acquire Ownership.** Upon Owner's Notice of Intent to Sell, or upon exercise of Notice of Election to Require Sale as defined in the Covenant, Section 10.3, or if an Owner receives any offer to purchase or tenders any offer of sale for the Housing

Unit either of the Beneficiaries, or their successors, shall be notified within five (5) days of such event and have the Right of First Refusal to purchase the Housing Unit for the Maximum Sale Price or at the offered sales price outlined in the Covenant, Section 7.3.

- **Resale Options**. Sellers of Housing Units have the following options for advertisement and marketing of their units:
 - **6.7.1** Seller may advertise, market, and sell a Unit directly, or list the Unit with a real estate broker licensed to do business in the State of Colorado provided that:
 - 6.7.1.1 The Buyer meets the Qualified Household requirements of Section 3; and
 - 6.7.1.2 In all events the HA will assist the Seller as it is able.

6.8 Maximum Sales Price.

- 6.8.1 Maximum Sale Price as Only Exchange of Value. The Maximum Sale Price of the Housing Unit shall be calculated according to its Deed Restriction. In no case shall any Housing Unit be sold for more than the Maximum Sale Price. The contracted sale price shall be the only exchange of value between parties to any sale of the Housing Unit. Both Buyer and Seller must execute a sworn statement affirming that the contracted sale price is the only exchange of value in the sale. Any exchange of value outside the contract sale price shall invalidate the sale in addition to being a violation of applicable provisions of Colorado law that provide for additional civil and criminal remedies.
- **6.8.2** Minimum Standards for Maximum Sale Price. The Owner, Buyer and HA should work together in addressing repairs necessary to bring a Housing Unit to Minimum Standards for Maximum Sale Price. Owners and Buyers shall use the following checklist of Minimum Standards for a sale at Maximum Sale Price (Seller's Listing Checklist), including but not limited to:
 - Clean, odor-free interior;
 - Carpets steam-cleaned within seven (7) days of closing;
 - Surface scratches, marks, holes in doors, floors, walls, woodwork, cabinets, counter tops, other than normal wear and tear, repaired;
 - Walls in good repair and paint-ready;
 - Windows and window locks in good repair;
 - Broken windowpanes replaced;
 - Window screens in place and in good repair;
 - Doors and door locks in good repair; keys for all locks must be delivered at closing;
 - Light fixtures, outlets, switches secure and in working order;
 - Plumbing in good repair with no leaks;
 - Tile grout in good repair and clean;
 - Roof in good repair with no leaks (if home is a single-family) including an expected remaining life of ten years; and
 - Safety hazards resolved.

6.9 Mitigation of Repairs.

- **6.9.1** HA shall conduct a walk-through of the Housing Unit for purposes of verifying the Seller's Listing Checklist and identifying necessary repairs pursuant to Section 6.8. The Seller shall make identified repairs to bring the unit to Minimum Standards for Maximum Sale Price prior to closing.
- **6.9.2** If a unit does not meet the Minimum Standards, HA may, at its discretion, require:
 - 6.9.2.1 That the cost of necessary repairs be deducted from the closing sale price; or
 - 6.9.2.2 That a credit be required from the Seller to the Buyer; or
 - 6.9.2.3 That the Seller places into escrow the funds necessary to ensure satisfactory repairs, the balance of which, after necessary repairs, shall be returned to the Seller.
- **6.9.3** Buyer is strongly encouraged to hire, at its own expense, a licensed inspector to conduct a thorough inspection of the Housing Unit.

6.10. <u>Disclosure of Relevant Contracts and Information</u>.

- **6.10.1** Both Buyer and Seller of any Housing Unit must sign a release of information allowing HA to obtain copies of all documents relevant to the sale and must disclose all relevant information known to them. All financial information shall remain confidential except as noted in Section 12.1.
- **6.10.2** Relevant documents include but are not limited to:
 - 6.10.2.1 The sales contract for the Housing Unit;
 - 6.10.2.2 The Buyer's application for financing and related documentation; and
 - 6.10.2.3 Title and escrow documents related to the sale.
- **6.10.3** Sellers must inform Buyers of any proposed or pending increases in homeowner association dues, as well as any proposed or pending assessments, if any.
- **6.11 Permitted Capital Improvements.** Permitted Capital Improvements, as defined in Section 1.9 provide a long-term upgrade or improvement to the Housing Unit. Permitted Capital Improvements shall NOT include luxury items, upgrades for esthetic or personal preference, landscaping, or cost associated with ordinary repair, replacement, and maintenance.

Ordinary Repair and Maintenance including roof repair and replacement, siding repair and replacement, driveway repair and replacement, and other similar maintenance cost are not considered Capital Improvements. Labor costs provided by the Owner may be authorized for up to 50% of the Permitted Capital Improvements upon approval by the HA.

It is the Owner's responsibility to secure any approval necessary from the Housing Unit's homeowners association and HA prior to undertaking any Capital Improvements.

6.11.1 <u>ADUs and Capital Improvements</u>. The new construction of an ADU, where permissible, will not be included in the Capital Improvement calculation for the Housing Unit. It will, however, impact the MSP based on criteria established by the HA.

7. RENTAL PROCEDURES

There are two types of Rental Procedures. One for the rental of the entire Housing Unit and one for a partial rental.

7.1 <u>Entire Housing Unit</u>.

- **7.1.1 Owner Occupied Units**: Owners of Housing Units may, in some instances, be permitted to rent their entire Housing Unit. Households interested in renting the entire Housing Unit shall apply to and be qualified by the HA under the standards delineated in Section 3. HOUSEHOLD QUALIFICATION, ELIGIBILITY AND PRIORITY.
- **7.1.2 Qualified Entity Owner Units:** Qualified Entity Owners are required to rent their Housing Units and all applicants interested in renting the Housing Unit shall apply to and be qualified by the HA under the standards delineated in Section 3. HOUSEHOLD QUALIFICATION, ELIGIBILITY AND PRIORITY. Qualified Entity Owners must fulfill the Minimum Household Size and not exceed the Maximum Household Size (Section 3.2.2 Chart). Qualified Entity Owners may rent to unrelated/non-Household applicants and treat each as a separate Household for purposes of qualification as described in 7.2 Room Rental, below.
 - **7.1.3** All other rules and regulations apply to Qualified Entity Owners Housing Units.
- **Room Rental**. For purposes of qualification for room rental in an Owner-occupied Unit, each room rental shall be considered independently, and Tenant Household's income and assets shall not be included in the Owner's Household for income and asset qualification purposes. However, rental income shall be considered Unearned Income for the Owner/Landlord.

Tenant Household requirements for room rentals:

- **7.2.1** At least one member of the Tenant Household, who is not part of the Immediate Family of the Owner, must be a Qualified Employee; and
- **7.2.2** Tenant Households shall meet the Minimum Work, Earned Income, Residency, Property Ownership and Net Assets Standards; and
- **7.2.3** Tenant household Income Eligibility shall be determined by the Housing Unit's Income Eligibility Tier (see Appendix A) at time of initial tenancy.
- **7.3** General Provisions for all Rentals. In this section, Tenant refers to Households that rent an entire Unit and Tenant Households renting a room in a Unit.
 - **7.3.1** Tenant shall meet the Income Eligibility Criteria designated by the Housing Unit's Income Eligibility Tier (see Appendix A).

- **7.3.2** Maximum Rental Rate per Housing Unit is set by the HA and shall not exceed the rental rate for the same number of bedrooms designated by the Housing Unit's Income Eligibility Tier (see Appendix A).
- **7.3.3** Maximum Rental Rate per room is set by the HA and shall not exceed studio/one-bedroom rental rate designated by the Housing Unit's Income Eligibility Tier (see Appendix A).
- **7.3.4** Tenant Qualification shall be certified by HA prior to tenancy and/or the signing of a Lease.
- **7.3.5** Tenant Qualification shall be recertified by HA yearly at Lease renewal and any time there is a change in Household/Tenant Household.
- **7.3.6** Landlords must obtain proof of qualification from Tenant prior to occupancy.
- **7.3.7** Rental of Housing Units must be memorialized by a written Lease.
- **7.3.8** Leases must be for a minimum of six months with a maximum of twelve months.
- **7.3.9** Landlords shall provide a copy of the fully executed Lease with Tenant to HA within seven (7) days of its execution.
- **7.3.10** Executed copies of Leases shall be on file with HA at all times during the period in which rental of the Housing Unit is required or has been approved.
- **7.3.11** A sublease to a Qualified Employee is allowed upon approval of the Owner and of HA.

8. DEED RESTRICTION COVENANT

8.1 Deed Restriction Applied with Each Transfer. A Deed Restriction shall be applied prior to or concurrent with each Sale or Transfer of a Housing Unit. Original executed and recorded documents will be maintained by HA. Provisions herein further defining the Deed Restriction are a summary of significant policies and should not be considered the complete authority. Sellers and Buyers are advised to consult the Deed Restriction for the Housing Unit for complete specific language, which is the final authority for that Housing Unit.

8.2 Specifications of the Deed Restriction.

- **8.2.1** The Original Purchase Price ("OPP"). Each Housing Unit Sale generates a new OPP and necessitates execution of a new Deed Restriction.
- 8.2.1 The designated Income Eligibility Tier for the Housing Unit.
- **8.2.3** The method of calculation of the allowed Maximum Sale Price ("MSP"). MSP shall be the OPP specified in the Deed Restriction plus an increase in price of three

percent 3%) per year from the date of purchase to the date of Owner's Notice of Intent to Sell (compounded annually and prorated at the rate of .25 percent per each whole month of any part of a year);

PLUS, the costs of any public improvements for which assessments were imposed by a government entity since the recording date of the Deed Restriction; PLUS, the costs of Permitted Capital Improvements, not to exceed ten percent (10%) of the OPP, provided that:

- 8.2.3.1 Improvements are pre-approved by HA prior to commencement of any work or installation to be considered in the calculation of the MSP.
- 8.2.3.2 Proof of homeowner's association approval, if any, must be provided to HA prior to commencement of work.
- 8.2.3.3 Improvements must be properly permitted and inspected by the Town or County Building Official, if applicable.
- 8.2.3.4 LESS the Depreciation on Permitted Capital Improvements; PLUS, any other reasonable costs allowed by HA pursuant to Guidelines in effect on the date of Owner's Notice of Intent to Sell.
- **8.3 Home Occupations**. The Housing Unit may be used in a Home Occupation if:
 - **8.3.1** Home Occupation complies with applicable land use regulations;
 - **8.3.2** HOA approval of the specific Home Occupation, if applicable;
 - **8.3.3** The business holds a current business license, if applicable; and
 - **8.3.4** The business holds current sales and excise tax licenses, if applicable.
- **8.4 No Guarantee of MSP.** Neither HA nor the Beneficiaries make any guarantees of the owner's ability to sell the housing unit for its MSP or rent the housing unit for its maximum rental rate.
- **8.5** <u>Violation of Deed Restriction</u>. Violation of any of the covenants, conditions and terms of the Deed Restriction shall also be a violation of these Guidelines whether or not a corollary provision exists.
- **8.6** <u>Deed Restriction Binding.</u> The Deed Restriction shall be binding on all Owners, successors and assigns including any holder of a deed in lieu of foreclosure.
- **8.7** Recording of Deed Restriction. The Deed Restriction and any amendments thereto must be recorded in the property records of the County. The original executed and recorded documents must be delivered to HA.
- 8.8 Deed Restrictions may not be transferred off the Housing Unit.

8.9 <u>All Deed Restrictions must be prepared by HA</u>. No modification or amendment to the Deed Restriction shall be effective unless agreed to in writing by HA and other Parties.

9. LENDERS AND LOANS

- **9.1 Purpose.** RH intends to meet the following goals in the facilitation of individual mortgage financing for Housing Units:
 - **9.1.1** Protect the public investment and regulatory integrity of RH in the short and long term;
 - **9.1.2** Minimize financial and other risks to HA and RH by prohibiting excessive debt or other obligations from being secured by Housing Units;
 - **9.1.3** Minimize the chance that Owners will create a financial risk for HA through creation of debt or other secured obligations against their Housing Unit; and
 - **9.1.4** Increase the potential financing opportunities for Applicants and Owners.
- **9.2** <u>Lenders and Mortgages.</u> Borrowers are restricted to either conventional or government guaranteed mortgages with a fixed rate from commercial banking and lending institutions authorized to engage in mortgage lending practices in the State of Colorado. All other mortgages will require an Exception from HA prior to purchase of a Housing Unit.
- **9.3** Total Debt. Prior to and continuing after closing on a Housing Unit, Owners shall not incur debt, judgments, liens, or other obligations secured by the Housing Unit and in no event shall any obligation secured by the Housing Unit exceed the total Original Purchase Price of the unit. This limitation shall apply also to any refinance of existing debt secured by the Housing Unit. Owners must notify HA prior to finalizing any refinancing of the Housing Unit. Failure to notify HA shall be subject to a penalty (see Appendix E).
- **9.4** Co-Borrower or Co-Signor. Co-borrowers or Co-signors who are not part of the Qualified Household must apply and be approved through the Exception Procedure (Section 11). Approved Co-borrowers and Co-signers shall be required to sign a separate agreement to sell the Housing Unit in the event the Qualified Owner becomes an Unqualified Owner, is in default under its Deed Restriction or the Guidelines or is otherwise required to sell the Housing Unit. Such Co-signers and co-borrowers shall not occupy the Housing Unit unless qualified by HA.

10. OWNERSHIP LOTTERIES

The purpose of these Lotteries is to create a fair and orderly process for offering Units for sale to qualifying Households and give purchase priority to those identified in the Lottery Point System Criteria, Appendix C.

10.1 Ownership Lottery Procedure.

10.1.1 HA shall establish a procedure for ownership lotteries for initial sales of RH as subject to these Guidelines and may establish ownership lotteries for subsequent sales as necessary.

10.1.2 HA shall open an ownership lottery as follows:

- 10.1.2.1 Notice of the date, time, and location at which applications will be taken shall be published as a Legal Notice in a newspaper of general circulation in the region. Such notice shall be published at least twenty-one (21) days prior to the close of the application period, which application period shall be a minimum of fourteen (14) days.
- 10.1.2.2 Application and information materials shall be available at the time of publication of the Legal Notice at locations and web sites announced in the Notice.

10.1.3 Lottery Application Process and Applicant Responsibilities.

- 10.1.3.1 Complete lottery application.
- 10.1.3.2 Households interested in purchasing a Housing Unit must submit an application to the HA, or its designee. All members of a Household over eighteen years of age must submit the required information necessary to determine qualification and eligibility.
- 10.1.3.3 A Household must submit a letter from a mortgage lender, stating the Household's ability to pre-qualify for a mortgage.
- 10.1.3.4 In order to participate in a lottery, Households must sign the sworn statement described in Section 4.
- 10.1.3.5 If a Household cannot sign the sworn statement, or if a Household does not provide HA with information required to process the application, then it will not be eligible to be entered into the lottery.
- 10.1.3.6 HA shall rely on the sworn statement of the Applicant as to the completeness and accuracy of the application for the purpose of determining eligibility to participate in a lottery.

10.2 <u>Lottery Order.</u>

10.2.1 HA shall only accept lottery applications during the time period specified in the Legal Notice. Mailed applications shall be considered received in the proper time period if postmarked at least two (2) days prior to the last day of the application period and received within two (2) business days after the application period closes. HA shall not be responsible for delays in the delivery of mail beyond two (2) business days after the

application period closes. Incomplete applications shall not be processed for qualification.

- **10.2.2** The lottery shall be executed in two rounds; First Round for all Applicants who qualify without an Exception and Second Round for all Applicants who have requested and received an Exception(s).
- **10.2.3** All Applicants deemed Qualified Households shall automatically qualify for entry in the lottery and placed in First Round. Any household lacking one or more of the Qualification and Eligibility Criteria will be placed on a separate list for unqualified Applicants (as further explained in Section 10.3.3.6) and placed in Second Round.
 - 10.2.2.1 Exception requests submitted pursuant to Section 9.2 (Lending) shall not preclude Applicant from classification as a Qualified Household for purposes of the Lottery.
- **10.2.4** Qualified Applicants shall qualify for additional entries in the lottery according to the criteria as outlined in Appendix C or according to criteria established by RH.
- **10.2.5** The Lottery Point System Criteria may be modified as necessary by HA.

10.3 Lotteries are subject to the following guidelines:

- **10.3.1** A lottery must be conducted in a duly noticed public meeting of the HA.
- **10.3.2** An independent County resident with no direct stake in the lottery outcome shall be invited to draw the Applicant names.
- **10.3.3** Once an Applicant's name is drawn, any further instances of that Applicant's name drawn are recorded but ignored in establishing the order of Applicants.
- **10.3.4** The results of the lottery shall be posted and certified by the resident drawing the names as soon as practically possible after the drawing.
- **10.3.5** The order in which Applicant names are drawn in the lottery shall determine the order in which Applicants are contacted to purchase the Housing Units offered in the lottery and for which they qualify (except for handicapped-accessible units as noted in Section 10.3.3.7).
- **10.3.6** These procedures will also be followed to establish the order of the unqualified Applicants. Unqualified Applicants will not be offered a Unit until all Qualified Applicants have been offered a Unit to purchase based on their preference, AMI designation and availability of Units. In addition, prior to being offered a Unit, the unqualified Applicant must have been provided an Exception per Section 11.1. These Applicants shall be placed in an "unqualified pool" for the Second Round lottery and shall be selected following the Qualified Applicants according to Sections 10.3.1- 10.3.5, above.

- **10.3.7** First priority for ADA handicapped accessible units shall be given to Mobility Disabled Households that submit a lottery application based on the lottery order of all Mobility Disabled Households. If there are no Mobility Disabled Households that submit a lottery application for an available handicapped accessible Unit, the Unit will be available for purchase based on the lottery order by all lottery Applicants who are Qualified Households.
- **10.3.8** Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied by the Household to the HA shall be cause for disqualification from lottery, fined pursuant to the Schedule of Violations and Fines and the Household will be prohibited from reapplying for any future ownership lottery for one year.

11. EXCEPTIONS, APPEALS AND GRIEVANCES.

All applications for Exceptions and Appeals and all Grievances shall be reviewed on a case-by-case basis as provided for as follows.

11.1. Request for Exception.

- **11.1.1** Request must be presented in writing to HA on forms available from HA, and must include a fully completed Request for Exception Form, including:
 - 11.1.1.1 The particular ground(s) upon which the Exception is based; and
 - 11.1.1.2 The action or remedy requested; and
 - 11.1.1.3 The name, mailing and electronic addresses and telephone number of the exception Applicant and similar information of exception Applicant's representative, if any; and
 - 11.1.1.4 Proof of notification of the Exception request to the Housing Unit's homeowner's association, if applicable; and,
 - 11.1.1.5 Exception fee (see Appendix E).
- **11.1.2 Process.** All requests for Exceptions will be reviewed by HA for completeness and handled administratively ("Administrative Exceptions") or forwarded to the HA Board for consideration at a public hearing.
 - 11.1.2.1 Prior to consideration, HA shall prepare a written report analyzing the impact of the Exception on the Housing Program. HA shall distribute a copy of the report to the Applicant requesting the Exception and shall make the report available to the public.

- **11.1.3** <u>Standards for Review of Exception Applications</u>. Exception Applicants desiring an Exception must demonstrate, and the HA must find:
 - 11.1.3.1 That the Exception meets the general RH policy goals; and
 - 11.1.3.2 That the Exception meets one or more of the following review standards:
 - 11.1.3.2.a Promotes greater affordability through decreasing the long-term operating and maintenance costs of the Housing Unit in question; enabling the Exception Applicant to take advantage of a financing opportunity that would not be available without the Exception; and/or, protecting the long-term affordability of the Housing Unit through a price control or other similar means.
 - 11.1.3.2.b Promotes or recognizes the long-term commitment of the Exception Applicant to residency, employment, and community involvement within the County in which the Housing Unit is located or provides housing for a critical community need.
 - 11.1.3.2.c Provides increased livability or durability in materials, finishes, fixtures or appliances or useful increased square footage (which shall not include "luxuries").
 - 11.1.3.2.d Creates living space for an additional member of the Household while maintaining the Income Tier for the Housing Unit
 - 11.1.3.2.e Enables a Household to own and occupy a Housing Unit more suitable to the Household's needs; or
 - 11.1.3.2.f. Enables the Household to respond to life circumstances that arise beyond the reasonable control of the Household (such as need to care for an Elderly or Household member who is Individual with a Disability).

11.1.4 Exceptions shall not be granted:

- 11.1.4.1 To Applicants who have been issued a Notice of Violation and who remain in violation of provisions of applicable Deed Restriction or of the Guidelines.
- 11.1.4.2 To an Unqualified Household to purchase a Housing Unit if there is a Qualified Household that can purchase the same Housing Unit. However, if the Owner has shown a bona fide advertisement effort which shall be no less than forty-five (45) days in duration and no Qualified Household presents itself, an Exception may be considered for the Unqualified Household.

- 11.1.4.3 To increase the total debt against the Housing Unit in excess of the OPP.
- 11.1.4.4 To Households whose Net Assets exceed three times the Maximum Sales Price of the Housing Unit.
- 11.1.4.5 To Households whose income is in excess of 120% AMI.

11.2. Appeal Procedure.

11.2.1 <u>Appeal Form & Process</u>: Any Appeal must be presented in writing to HA on forms available from HA and within twenty-one (21) days of the decision or determination being appealed.

11.2.2 Appeals must include:

- 11.2.2.1 Verification that appellant has fully completed the application process; and
- 11.2.2.2 The particular ground(s) upon which the Appeal is based; and
- 11.2.2.3 The action or remedy requested; and
- 11.2.2.4 The name, address, telephone number of the appellant and similar information of appellant's representative, if any; and
- 11.2.2.5 Proof of notification of the Appeal request to the Housing Unit's homeowner's association, if applicable; and
- 11.2.2.6 Appeal fee (see Appendix E).

11.2.3 **Process**.

11.2.3.1 <u>Time Deadlines</u>: All Appeals will be reviewed by HA for completeness and forwarded to the HA Board within twenty-one (21) days from receipt of complete Appeal packet. The HA Board shall address the Appeal at the next scheduled board meeting.

11.2.3.2 <u>Rights of Parties</u>.

- 11.2.3.2.a The appellant shall be afforded a fair hearing before the HA, providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 11.2.3.2.b The HA Board may continue the hearing to a future date.

- 11.2.3.2.c The appellant and HA shall have the opportunity to examine all documents, records and regulations of HA that are relevant to the hearing.
- 11.2.3.2.d Appellant shall be responsible for all photocopying expenses.
- 11.2.3.2.e Any document not made available after written request may not be relied upon at the hearing. Appellant has the right to be represented by counsel.
- 11.2.3.2.f If the appellant fails to appear at the hearing, the HA Board may make a determination to postpone the hearing or make a determination based upon the evidence submitted.

11.2.2.3 Hearing Process.

- 11.2.2.3.a The hearing shall be conducted by a designated member of the HA Board, the "Hearing Officer".
- 11.2.2.3.b The hearing shall be recorded.
- 11.2.2.3.c Oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
- 11.2.2.3.d The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated by the Hearing Officer as it deems necessary for a fair hearing.
- 11.2.2.3.e Based on the hearing, the HA will provide a written decision with findings for a final determination.
- 11.2.2.4 <u>Binding Determination</u>. The final determination of the HA Board shall be binding, and HA shall take all actions necessary to carry out the decision.

11.3 Grievance Procedure.

11.3.1 Any grievance must be presented in writing to HA and include:

- 11.3.1.1 The particular ground(s) upon which the grievance is based;
- 11.3.1.2 The action or remedy requested;
- 11.3.1.3 The name, address, telephone number of the complainant and similar information of complainant's representative, if any; and
- 11.3.1.4 Grievance fee (see Appendix E).

11.3.2 **Process.**

- 11.3.2.1 The HA Board shall address the grievance at the next scheduled board meeting.
- 11.3.2.2 The complainant shall be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 11.3.2.3 HA Board may continue the hearing to a future date.
- 11.3.2.4 The complainant and HA shall have the opportunity to examine all documents, records and regulations of HA that are relevant to the hearing.
- 11.3.2.5 Complainant shall be responsible for all photocopying expenses.
- 11.3.2.6 Any document not made available after written request may not be relied upon at the hearing.
- 11.3.2.7 Complainant has the right to be represented by counsel.
- 11.3.2.8 If the complainant fails to appear at the hearing, the HA Board may make a determination to postpone the hearing or make a determination based upon the evidence submitted.

11.3.3 **Hearing**.

- 11.3.3.1 The hearing shall be conducted by a designated member of the HA Board, the "Hearing Officer".
- 11.3.3.2 The hearing shall be recorded. Oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
- 11.3.3.3 The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated by the Hearing Officer as it deems necessary for a fair hearing.
- 11.3.3.4 Based on the records of the hearing, the HA Board will provide a written decision with findings to support the final determination.
- **11.3.4** <u>Binding Determination</u>. The final determination of the HA Board shall be binding, and HA shall take all actions necessary to carry out the decision.

12. ADMINISTRATIVE PROCEDURES

12.1. <u>Confidentiality</u>. All personal and financial information provided to HA will be kept strictly confidential, except as follows:

- **12.1.1** Signed contracts between the Applicant or Household and HA or RH, including but not limited to Contracts to Purchase a Housing Unit, Deed Restrictions, any document to be recorded with the sale of the Housing Unit along with the Deed Restriction, and any document that would customarily be a matter of public record in the property records of the applicable jurisdiction;
- **12.1.2** The names and lottery positions of all persons who have participated in any ownership lottery held per Section 10;
- **12.1.3** Any other information that a court of competent jurisdiction orders must be released under the Freedom of Information Act or the Colorado Open Records Act;
- **12.1.4** Personal and private information necessary for an independent audit of HA records, provided such person or entity provides authorization;
- **12.1.5** Personal and private information to the extent HA determines the information is necessary for its deliberation of a request for an Exception or for consideration during a violation hearing;
- **12.1.6** HA may require third-party verification for all self-employed Applicants at initial qualification and during compliance checks; and
- **12.1.7** HA may employ outside accounting expertise to evaluate the reasonability of an Applicant's or Household's representations of Income and Assets. The expense for outside services shall be borne by the Applicant or Household.
- **Fair Housing Standards**. HA shall administer this policy in compliance with all applicable fair housing standards, including but not limited to the Fair Housing Act. These standards prohibit discrimination in housing on the basis of age, race, color, religion, sex, or sexual identity, familial status, national origin, and handicapped or disabled status. In addition to any remedies available in the applicable law, any dispute between an Applicant and HA regarding these standards may be filed as a Grievance (see Section 11.3).
- **12.3** Reasonable Accommodation. HA shall administer this policy in compliance with all reasonable accommodation standards, including but not limited to the Americans with Disabilities Act. Persons requiring reasonable accommodation for their disability shall give HA at least 48-hours' notice of such need so that appropriate arrangements can be made (for example: providing sign language services for a hearing-impaired person).
- **12.4** Assignment of Administrative Responsibilities. HA shall have the right to contract with any qualified person or entity for the purpose of administering these Guidelines. The contract for administration shall provide for oversight by the HA, including access to applicable records and the ability to conduct an independent audit of administrative procedures.

12.5 Administrative Exceptions.

12.5.1 HA may grant Administrative Exceptions subject to the following conditions:

- 12.5.1.1 All Administrative Exception approvals shall be noticed on the Consent Calendar at the next HA regular meeting immediately following approval; and
- 12.5.1.2 Administrative Exceptions shall be granted in a fair and consistent manner at the discretion of the HA.
- **12.5.2** Administrative Exceptions are limited to the following requests:
 - 12.5.2.1 Extension of time to meet compliance for a Household that has a medical event impacting their ability to work.
 - 12.5.2.2 Extension of time to meet compliance for a Household that has a family emergency impacting their ability fulfill the qualification requirements.
 - 12.5.2.3 Use of a co-borrower or Co-signor for unconventional lending after legal review of documents to be recorded.
 - 12.5.2.4 Permission to own other Improved Residential Property, within a 150-mile radius, when the other property consists of a cabin-like structure outside of a town or municipal boundary, with limited seasonal access and limited amenities, also referred to as a "cow camp" or "hunter's camp".

DISCLAIMER: Beneficiaries expressly disclaim any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of Housing Units. Beneficiaries do not represent, warrant, or promise to construct, finance, or otherwise produce, in whole or in part, any Housing Units pursuant to these guidelines or under any other programs. No Applicant may rely upon any promise implied or expressed that Housing Units shall be constructed, financed, or otherwise produced, in whole or in part, by the Beneficiaries. In no event shall the Beneficiaries be liable to any Applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these Guidelines constitutes an offer to sell or the solicitation of an offer to buy a Housing Unit.

Appendix A: Income Eligibility Tiers & Area Median Income and Income Limits

Area Median Income is currently determined by using the figures published by US Department of Housing and Urban Development ("HUD") for each county in Colorado and adopted by Colorado Housing and Finance Authority ("CHFA"). They are published at:

www.chfainfo.com/arh/asset/rent-income-limits

HA shall update the schedule below after CHFA adopts the most recent HUD figures.

Based on this procedure, the Area Median Incomes for County as of 2022 are: Table 1. County Area Median Income (AMI*) Eligibility

| | Household | Household Size | | | | | | | | |
|----------------------------|-----------|----------------|-----------|-----------|-----------|-----------|--|--|--|--|
| | 1 person | 2 persons | 3 persons | 4 persons | 5 persons | 6 persons | | | | |
| 100% Area Median Income | \$62,100 | \$70,900 | \$79,800 | \$88,600 | \$95,700 | \$102,800 | | | | |

^{*}This is the AMI calculation pursuant to the Housing Guidelines.

Qualification is based on Household size, NOT unit size. The following table provides a guide for determining Household Income Eligibility. See Section 3.2.2 for Minimum Household Size requirements.

| Household Size | 1 Person | 2 Persons | 3 Persons | 4 Persons |
|-------------------|----------|-----------|-----------|-----------|
| 60% AMI | \$37,260 | \$42,540 | \$47,880 | \$53,160 |
| 80% AMI | \$49,680 | \$56,720 | \$63,840 | \$70,880 |
| 100% AMI | \$62,100 | \$70,900 | \$79,800 | \$88,600 |
| 120% AMI | \$74,520 | \$85,080 | \$95,760 | \$106,320 |

Income Eligibility Tiers

- Tier 1 Income Household Income shall not exceed sixty percent (60%) of AMI for County.
- Tier 2 Income Household Income shall not exceed eighty percent (80%) of AMI for County.
- Tier 3 Income Household income shall not exceed one hundred percent (100%) of AMI for County.
- Tier 4 Income- Household income shall not exceed one hundred and twenty percent (120%) of AMI for County.
- Sale prices for units are based on Tier affordability targets for County, as adjusted for the number of bedrooms per unit, and can be found in Appendix B.

Appendix B: Initial Sale Prices and Maximum Rental Prices

[Ridgway Wetterhorn Homes should have a chart] [see Town of Telluride TAHG appendices for example]

[once the RWH Project housing details are finalized, we can populate a chart. We need to determine unit size by bedroom, unit tier designation and sales price.]

Initial Sale Price Standards

Initial Sale Prices shall be calculated by Beneficiaries to ensure affordability by the target Tier group both now and in the future.

Rental Prices

Appendix C: Lottery Point System Criteria

1. INITIAL LOTTERY ENTRY:

Completed lottery applications shall be processed for qualification of a Household. All lottery Applicants certified as Qualified Households shall be eligible for one (1) entry into the lottery.

2. ADDITIONAL LOTTERY ENTRIES:

In an effort to weight Applicants based on criteria deemed to further the intent of RH, points toward additional lottery entries are given to Households meeting the criteria outlined below.

- **2.1** One (1) additional entry is awarded to Households that have a member who is employed as one or more of the following types of employment, as further defined herein:
 - 2.1.1 School District Personnel:
 - 2.1.2 Health Care Personnel;
 - 2.1.3 Government Personnel: and/or
 - 2.1.4 Essential Response Personnel.
- 2.2 The maximum number of entries allowed is two (2).
- **2.3** Individual Household members may have different point rankings. The Household shall be evaluated for eligibility for this additional entry in the lottery based on the individual with the greatest number of points.

3. UNQUALIFIED APPLICANTS:

- 3.1 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. or given a standard exception by the Lottery Administrator shall be eligible for one (1) entry in the Second Round lottery.
- 3.2 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently live in the Ridgway School District R-2 shall be eligible for three (3) entries in the Second Round lottery.
- 3.3 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently work a minimum of twenty (20) hours per week physically in the Ridgway School District R-2 boundaries shall be eligible for three (3) entries in the Second Round lottery.
- 3.4 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently live in the Ridgway School District R-2 boundaries and work a minimum of twenty (20) hours per week physically in the Ridgway School District R-2 boundaries shall be eligible for five (5) entries in the Second Round lottery.
- **3.5** Certified Entity Owner Applicants shall be eligible for three (3) entries in the lottery, except that all Entity Owner Applicants who did not qualify with a Local Work Force but have been provided and Exception per Section 11.1 shall be eligible for one (1) entry in the Second Round lottery.
- 3.6 The maximum number of entries allowed in the Second Round lottery is five (5).

Appendix D: Fee Schedule

Fees:

| Application Fee | \$25.00 |
|-----------------|----------|
| Appeal Fee | \$25.00 |
| Exception Fee | \$25.00 |
| Grievance Fee | \$50.00 |
| Inspection Fee | \$100.00 |

Sales Fee Buyer will pay HA a fee equal to 1% of the sales price. HA may instruct

the title company to pay such fees out of the funds held in escrow at

closing.

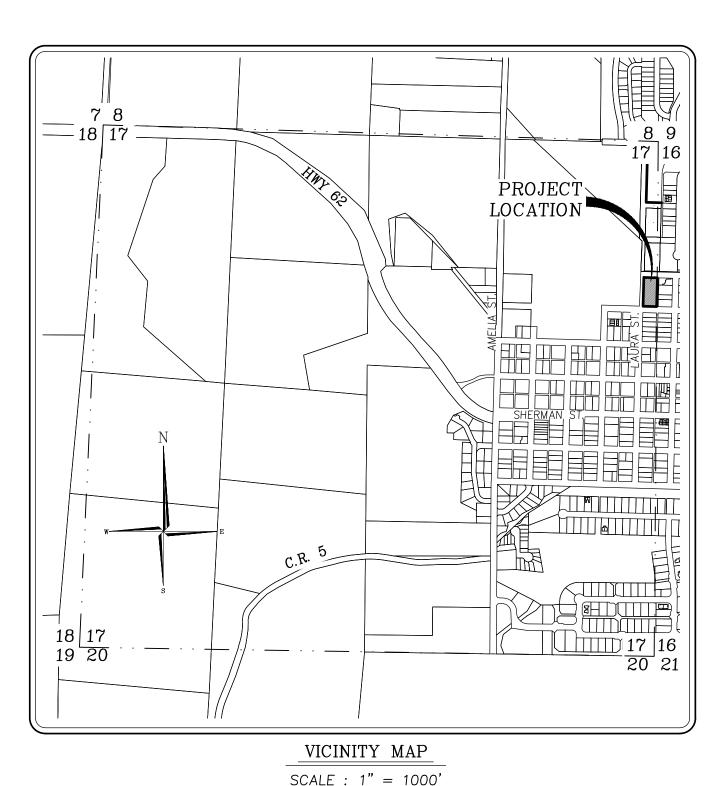
Appendix E: Schedule of Violations and Fines

| | Violation | Fine per day | Maximum Fine |
|----|--|-----------------|-----------------|
| 1 | Failure to submit accurate and all documentation required to establish continued compliance by original deadline set by HA. | \$20.00 | \$140.00 |
| 2 | Failure to submit accurate and all documentation required to establish continued compliance by second deadline set by HA. | \$25.00 | \$350.00 |
| 3 | Failure to submit accurate and all documentation required to establish continued compliance by third deadline set by HA. | \$30.00 | \$1,000.00 |
| 4 | Failure to maintain eligibility (generally). | \$20.00 | \$5,000.00 |
| 5 | Failure to occupy unit as sole and exclusive place of residence. | \$20.00 | \$5,000.00 |
| 6 | Failure to work full-time as required by Deed Restriction and/or Guidelines. | \$20.00 | \$2,000.00 |
| 7 | Purchasing and/or owning other Improved Residential Property within a 150-mile radius and without an exception while owning a RH Housing Unit. | \$20.00 | \$2,000.00 |
| 8 | Rental of all or part of a unit in violation of the Deed Restriction, Guidelines, and/or the County LUC. | \$25.00 | \$5,000.00 |
| 9 | Non-approved use of Unit for other than residential purposes. | \$100.00 | \$5,000.00 |
| 10 | Non-approved use of Unit as income-producing property. | \$100.00 | \$5,000.00 |
| 11 | Creating an additional dwelling unit as defined in the County LUC without HA permission. | \$100.00 | \$5,000.00 |
| 12 | Failure to obtain approved Leave of Absence (LOA). | \$20.00 | \$2,000.00 |
| 13 | Submitting false/inaccurate information (per offense). | - | \$750.00 |
| 14 | All other violations not specifically named. | \$20.00 | \$2,000.00 |
| | *Owner shall be given 14 days from Notice of Violation by HA | | |

*Owner shall be given 14 days from Notice of Violation by HA to cure all violations prior to the assessment of fines.

*Violation and Fine Schedule will be reviewed and updated

^{*}Violation and Fine Schedule will be reviewed and updated every five years or sooner as determined by HA



GENERAL DEDICATIONS:

The five (5) and ten (10) foot wide access, maintenance, drainage & Utility easements, as shown hereon, are hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground utilities and drainage facilities, together with their related equipment, as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.

SECTION 17, T 45 N, R 8 W, N.M.P.M.

- ② Tract A, as shown hereon, is hereby dedicated to Ridgway Homes LLC for the purpose of stormwater management. Tract A is also dedicated as an access & utility easement. No habitable structures shall be allowed on this tract.
- The ten (10) foot wide access & maintenance easement, as shown hereon, is hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement or removal of related equipment as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.

PLAT NOTES:

- 1. Research for recorded easements and rights of way was conducted by Land Title Guarantee Company and this property may be subject to the easements, rights and restrictions as listed in their Title Policy Order No. 0U85007294.
- 2. Unit owners in Wetterhorn Homes will qualify for the Wetterhorn Homes Deed Restriction and Wetterhorn Party Wall Agreements and are subject to the Declaration of Covenants, Conditions and Restrictions of the Wetterhorn Homes as recorded in the Office of the Ouray County Clerk and Recorder at Reception Number ________.
- 3. Tract A will be reserved for stormwater management and no habitable structures are allowed on the tract. Stormwater detention facilities located on
- Tract A will be maintained by Ridgway Homes LLC.
 4. All construction will conform with Ridgway Municipal code, the Development
- Agreement, construction standards, and the Yellow Brick Lane PUD.

 5. All outdoor lighting shall conform to Ridgway Municipal Code Section 6—5
- "Outdoor Lighting Regulations" including dark sky requirements.
- No new streets or alleys are proposed as part of this project.
 According to FEMA Flood Insurance Rate Map 0801380001D Community Panel Number 080138 0001 D dated September 27, 1985 this parcel is within Zone
- C; Areas determined to be outside 500 year floodplain.

 9. A geotechnical study has been provided: Project No. 21.6189 dated January 17, 2022 by Cesare, INC. Geotechnical Engineers & Construction Materials Consultants Project No. 21.6189 dated January 17th, 2022. High plasticity soils were found on site.
- 10. The U.S. Environmental Protection Agency map of radon zones indicates that Ouray County, Colorado is in Zone 1 (highest risk for exposure to radon gas).

WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
OURAY COUNTY, COLORADO

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 to all land herein platted and that title to |) |
| such lands in the dedicators and owners, and that the property dedicated | b |
| hereon has been dedicated free and clear of all liens and encumbrances, | |
| except as follows: | |

| Dated this _ | day of | | , 2023 |
|--------------|------------|--|--------|
| | | | |
| D | | | |
| Ву: | | | |

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Town of Ridgway Town Clerk this ______ day of ______, 2023

| By: | | | | | | | | |
|-----|---|---------|------|----|---------|------|----------|--|
| B | 0 | Nerlin, | Town | of | Ridgway | Town | Attorney | |

PLANNING COMMISSION:

Attorney at Law

| Red | commend | led for ap | proval | bу | the Plan | ning Com | mission | |
|------|----------|------------|--------|----|----------|----------|------------|-------------|
| this | S | | day of | · | | | , 2023 | |
| | | | | | | | | |
| | | | | | | | | |
| Ву: | | | | | | | | |
| - | Michelle | Montague | , Town | of | Ridgway | Planning | Commission | Chairperson |

TOWN COUNCIL:

Tract A

| Approved by the Town of | | _day |
|-------------------------|-----------------------|------|
| By: | Town of Ridgway Mayor | |

| - | | |
|---------------------|------|--------------------------------|
| LAND USE | E T. | ABLE |
| Total no. of Lots | = | 14 |
| Average lot size | = | 0.065 Acres (2,831.412 Sq.Ft) |
| Total acreage | = | 0.977 Acres (42,558.294 Sq.Ft) |
| Residential density | = | 14.3 Units/acre |
| Lots 1 - 14 | = | Residential |

= Storm Water

Management

CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS:

That RIDGWAY HOMES, LLC., whose address is P.O. Box 4222 Telluride, Colorado 81435, being the legal and record owner of Lots 1—12 of Block 30, Town of Ridgway, Colorado;

Has caused the same to be adjusted and resubdivided under the name and style of the WETTERHORN HOMES SUBDIVISION and further consists of:

LOTS 1—14 and Tract A

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES: RIDGWAY HOMES, LLC

| ByPAUL MAJOR — MANAGER | |
|------------------------|----------|
| STATE OF | : SS: |
| COUNTY OF | . ; |

The foregoing instrument was acknowledged before me by Paul Major, Manager Ridgway Homes, LLC on this _____ day of ______ 2023, for the aforementioned purposes.

| My Commission Expires | Notary Public |
|-----------------------|---------------|

ENGINEER'S CERTIFICATE:

| Robert S. Harries, P.E. | Date | |
|---------------------------------|------|--|
| Colorado Registration No. 35876 | | |

CERTIFICATE OF SURVEYOR:

I hereby state that this survey and plat were prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the San Miguel County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

| Robert L. Trudeaux, P.L.S. Colorado Registration No. 38007 | Date | |
|---|------|--|

NOTICE:

According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. 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.



gineering & Surveying, Inc. 🍙

WETTERHORN HOMES SUBDIVISION
A PLANNED UNIT DEVELOPMENT
Replat of Lots 1–12, Block 30,
Town of Ridgway

Goff Engineering & Surveying, Inc. expressly reserves the common law copyright and other property rights in these plans. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining written permission and consent of Goff

RECORDER'S CERTIFICATION:

This plat was filed for record in the Office of the Clerk and Recorder of Ouray County at_____, __.m. on the____day of ________, 2023, Reception No.______

WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

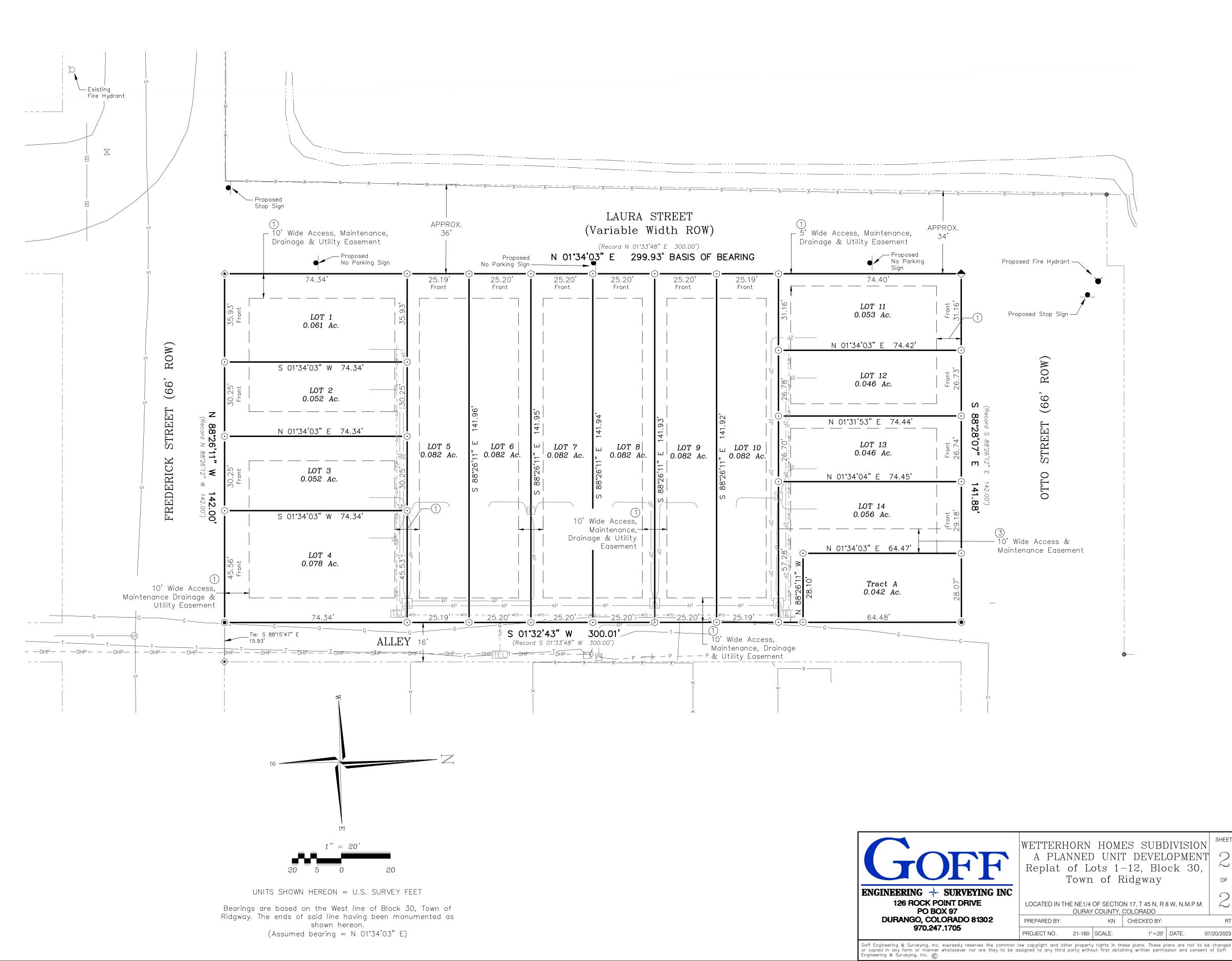
Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
OURAY COUNTY, COLORADO

DESCRIPTION OF MONUMENTS

- \odot SET 5/8" X 24" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
- FOUND 2" ALUMINUM CAP STAMPED MONADNOCK PLS 31160
- ◆ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 24954
- FOUND 5/8" REBAR WITH A 2" ALUMINUM CAP STAMPED FOLEY PLS 24954

| | LEGEND |
|--|-------------------------------|
| | SUBJECT PARCEL BOUNDARY |
| | ADJACENT PARCEL BOUNDARY |
| | PROPOSED EASEMENT |
| | EDGE OF GRAVEL ROADWAY |
| XX | EXISTING FENCE |
| ——— —————————————————————————————————— | EXISTING OVERHEAD ELECTRIC |
| P | EXISTING UNDERGROUND ELECTRIC |
| S | EXISTING SEWER LINE |
| Т | EXISTING TELECOM LINE |
| G | EXISTING GAS LINE |
| SD | EXISTING STORM DRAIN |
| | EXISTING DITCH |
| Q | EXISTING FIRE HYDRANT |
| -0- | EXISTING UTILITY POLE |
| E | EXISTING ELECTRIC PEDESTAL |
| ← | EXISTING GUY ANCHOR |
| \bowtie | EXISTING WATER VALVE |
| | EXISTING TELEPHONE PEDESTAL |
| S | EXISTING SEWER MANHOLE |
| | PROPOSED FIRE HYDRANT |
| • | PROPOSED STREET SIGN |



Planned Unit Development Guide

For

Wetterhorn Homes Subdivision

(formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

| Recommended f | or approval b | by the Town of Ridgw | ray Planning Commission |
|------------------------|---------------|-----------------------|-------------------------|
| | on the | _day of | _, 2023 |
| | | | |
| Арр | proved by the | e Town of Ridgway To | own Council |
| | on the | _ day of | _, 2023 |
| | | | |
| Recorded with the Oura | y County Clei | rk and Recorder at Re | eception Number |
| | on the | day of | , 2023 |

Relationship with Ridgway Municipal Code ("RMC"):

- a. The standards and provisions set forth in the Yellow Brick Lane Subdivision Planned Unit Development Guide ("PUD Guide") provide development standards, permitted uses, and general administration provisions applicable to Lots 1-14 and Tract A of the Yellow Brick Lane Subdivision ("Property").
- b. When there is a conflict between the provisions of this PUD Guide and the RMC, the PUD Guide shall apply.
- c. All standards, guidelines, procedures, and other provisions of the RMC, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Yellow Brick Lane Subdivision.
 - For the purposes of applying RMC provisions, the underlying zoning district, HR
 Historic Residential, shall be assigned to Lots 1-14 and Tract A of Yellow Brick
 Lane Subdivision.
- d. All enforceability and administrative provisions of the RMC shall be applicable and enforceable in this PUD Guide.

2. Intent:

- a. Yellow Brick Lane Townhomes consists of 14 townhome units that will be permanently deed-restricted for the workforce. In order to reasonably maximize the use of this site for the purpose of affordable workforce housing and develop the site economically, in a manner that is conducive to selling units between 60-120% of Ouray County's Area Median Income, we are requesting that the Town consider variances to the proposed density, variances to the Town's dimensional requirements, and variances to required improvements and infrastructural standards.
- b. The Town will receive significant public benefit, through both the development of affordable housing and the construction of Town infrastructure in three currently undeveloped Right of Ways. Despite the Planned Unit Development request, the project has been designed in a manner that will provide general conformity with the Town's Master Plan. Secondly, all uses proposed as part of this development are classified as permitted uses within the Town's Historic Residential Zoning District.

3. 3. Uses By Right:

- a. Dwelling, Townhouse
- b. Public Utility Service Facilities
 - i. Stormwater Detention Facilities
- c. Accessory Uses

4. Use Covenant:

a. The use and occupancy of the Housing Units in the PUD are governed by the Rural Homes Deed Restriction Covenant for Yellow Brick Lane and the Rural Homes Deed Restriction Guidelines for Yellow Brick Lane and will apply to Lots 1-14, hereafter referred to as "DR."

5. Prohibited Uses:

- a. Short Term Rental
- b. Home Occupation other than allowed uses, per DR §8.3

- c. Creation of Additional Unit, per DR §8. In no event shall declarant create an additional "Dwelling Unit" as defined in the RMC, in or as part of the Housing Unit unless authorized by the Housing Authority in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- d. Alternation of Housing Unit, per DR §9. The Housing Unit shall not be altered, demolished, partially demolished, released from these covenants, or relocated, unless and except in compliance with the Guidelines and the applicable Land Use Code provisions in effect at the time of the application for alteration, demolition, release, or relocation.

6. Dimensional Standards

a. Please see table attached for the PUD dimensional standards

| | | Minimum L | ot | Max. Lot Coverage (%) | Min. Setbacks (ft) | | | | Structure Height |
|---------|----------|------------|-----------|-----------------------|--------------------|----------|---------------------|-------------------------|------------------|
| Use | | Width (ft) | Size (sf) | | Front | Rear (1) | Side ⁽¹⁾ | Max. Side on Corner Lot | |
| YBL PUD | Townhome | 25 | 1900 | 60 | 10 | 8 | 3 ^(7,9) | 5 ^(f) | 27 |

Currently existing notes in RMC 7-3-15 - Dimensional and Off-Street Parking Requirements

b. Please see Exhibit 1 attached `YBL PUD Site Plan' that illustrates lot sizes, setback distances, and dimensional standards of the PUD

7. Parking Standards

- a. All standards, guidelines, procedures, and other provisions of the RMC Section 7-3-15 -Dimensional and Off-Street Parking Requirements, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Property
- b. The requested waivers for the Yellow Brick Lane Subdivision include:
 - i. Lot 1 & Lot 11 are only required to have 1 space per dwelling unit
 - ii. Lots 1-3 and Lots 11-13 are not provided sufficient maneuvering area as described in RMC section 7-3-15(C-3). Homeowners and their guests of these lots will be permitted to back onto public streets

8. Sign regulations

- a. All standards, guidelines, procedures, and other provisions of the RMC 7-3-17 Sign Regulations, as may be amended from time to time, shall apply to the Property
- b. "No Parking Anytime" signs shall be installed by the Owner along N. Laura Street, in compliance with Town Regulations

9. Landscaping Regulations

- a. All standards, guidelines, procedures, and other provisions of the RMC 7-7- Landscape Regulations, as may be amended from time to time, shall apply to the Property
- b. Landscaping shall be installed and maintained in accordance with the approved Landscape Plan
- c. Allowed fencing will follow all standards, procedures, and other provisions of RMC 6-3-1
 Fence, Hedge and Wall Restrictions and will be constructed as depicted on the approved Landscape Plan Detail 1 on Sheet L1

10. Residential Design Guidelines

⁽¹⁾ When the rear or side lot line abuts an alley, the setback shall be a minimum of two feet

⁽⁷⁾ If a single-family or duplex dwelling is five feet or less from the side property line, a fire suppression system is required. Fire suppression systems are required in all other buildings per Notes specific to the Yellow Brick Lane Townhomes Planned Unit Development

⁽⁸⁾ SMPA has allowed for a reduced easement from 10' to 5' on the west side of Lot 11, the covered porch structure can encroach up to, but not within 5 feet of the property line.

⁽⁹⁾ If a single family townhome shared partition wall is set on a side yard property line, then the setback will be 0 feet

- a. All residential structures on the Property shall comply with the following sections of the RMC, as may be amended from time to time:
 - i. Section 6-4, Fence, Hedge and Wall Regulations
 - ii. H. Section 6-5, Outdoor Lighting Regulations
 - iii. Section 6-6, Residential Design Standards
 - iv. Chapter 14, Public Property
- b. The schematic plan sets include:
 - i. Ridgway_Duplex_Shantero-Side_R20_(22-22-07) attached as Exhibit 2
 - 1. Lots 1 & 2
 - 2. Lots 11 & 12 (mirror image)
 - ii. Ridgway_Duplex_Shantero-Front_(22-22-07) attached as Exhibit 3
 - 1. Lots 3 & 4
 - 2. Lots 13 &14 (mirror image)
 - iii. Ridgway_Duplex_Shavano-Torreys_R20_(22-22-07) as Exhibit 4
 - 1. Lots 5 & 6 (mirror image)
 - 2. Lots 7 & 8 (mirror image)
 - 3. Lots 9 & 10 (mirror image)
- c. Proposed elevations & exterior siding color schemes have been included as Exhibit 5
 - i. Exterior siding color may be subject to change given supply chain constraints
 - ii. If determined that the project Townhomes do not comply with 6-6-5(4), "No two [structures] of substantially similar elevations shall be located adjacent to each other," we ask that the deviations from one or more of the requirements of Section 6-6 be considered upon the finding that 6-6-6(3), "The proposed structures support the expansion of workforce housing options within the town of Ridgway."

11. Definitions

- a. Terms, phrases, and words used in the PUD Guide shall have the following meanings.
 - All terms, phrases, and words used in the PUD Guide shall have the same meaning as those used or defined in the RMC except for those defined in this Section 10.
 - Stormwater Detention Facility: a constructed depression in an urban landscape that receives and stores the storm water runoff from adjacent drainage areas.

Planned Unit Development Guide

For

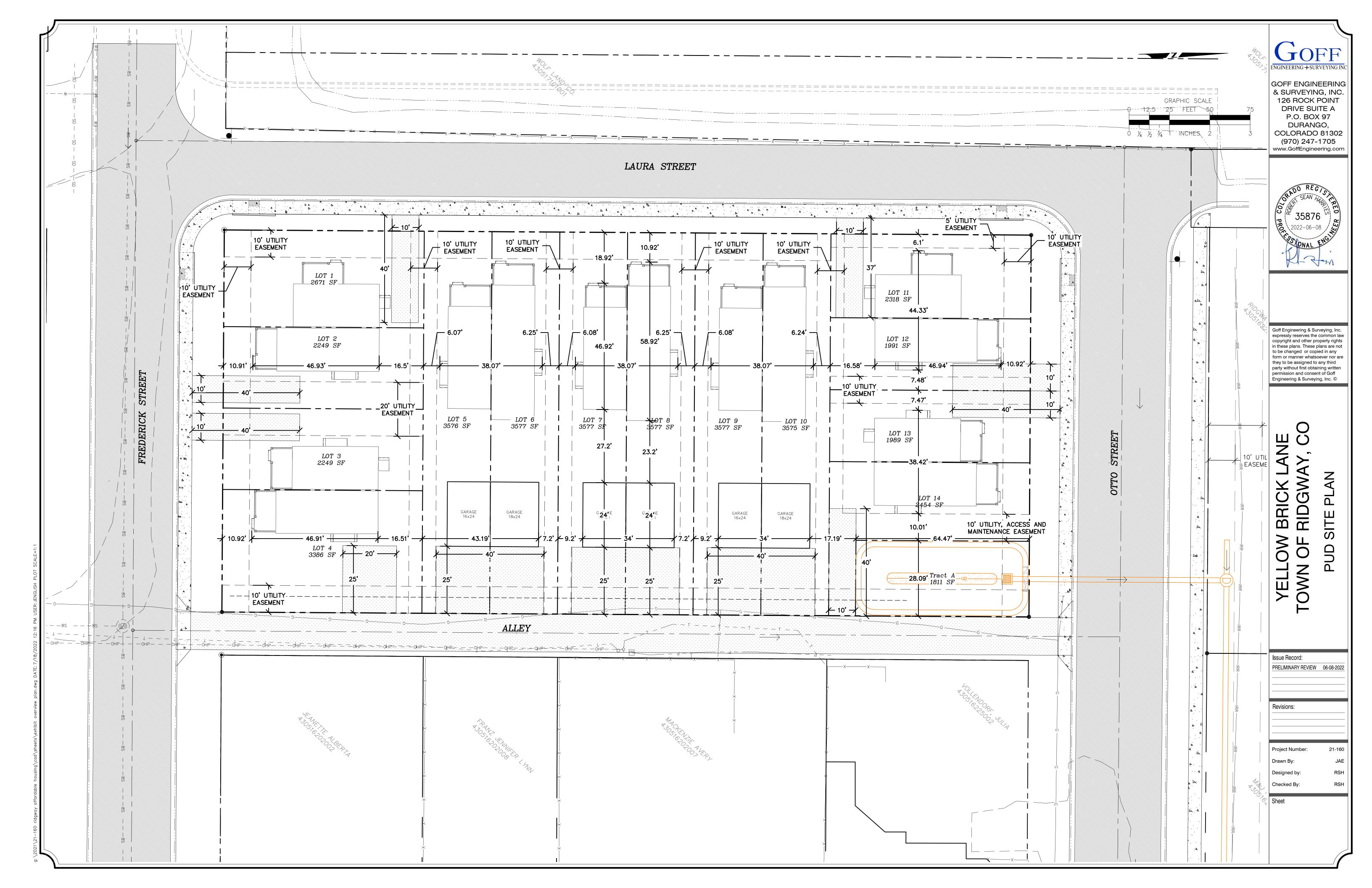
Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Exhibit 1

Wetterhorn Homes Subdivision PUD Site Plan



Planned Unit Development Guide

For

Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

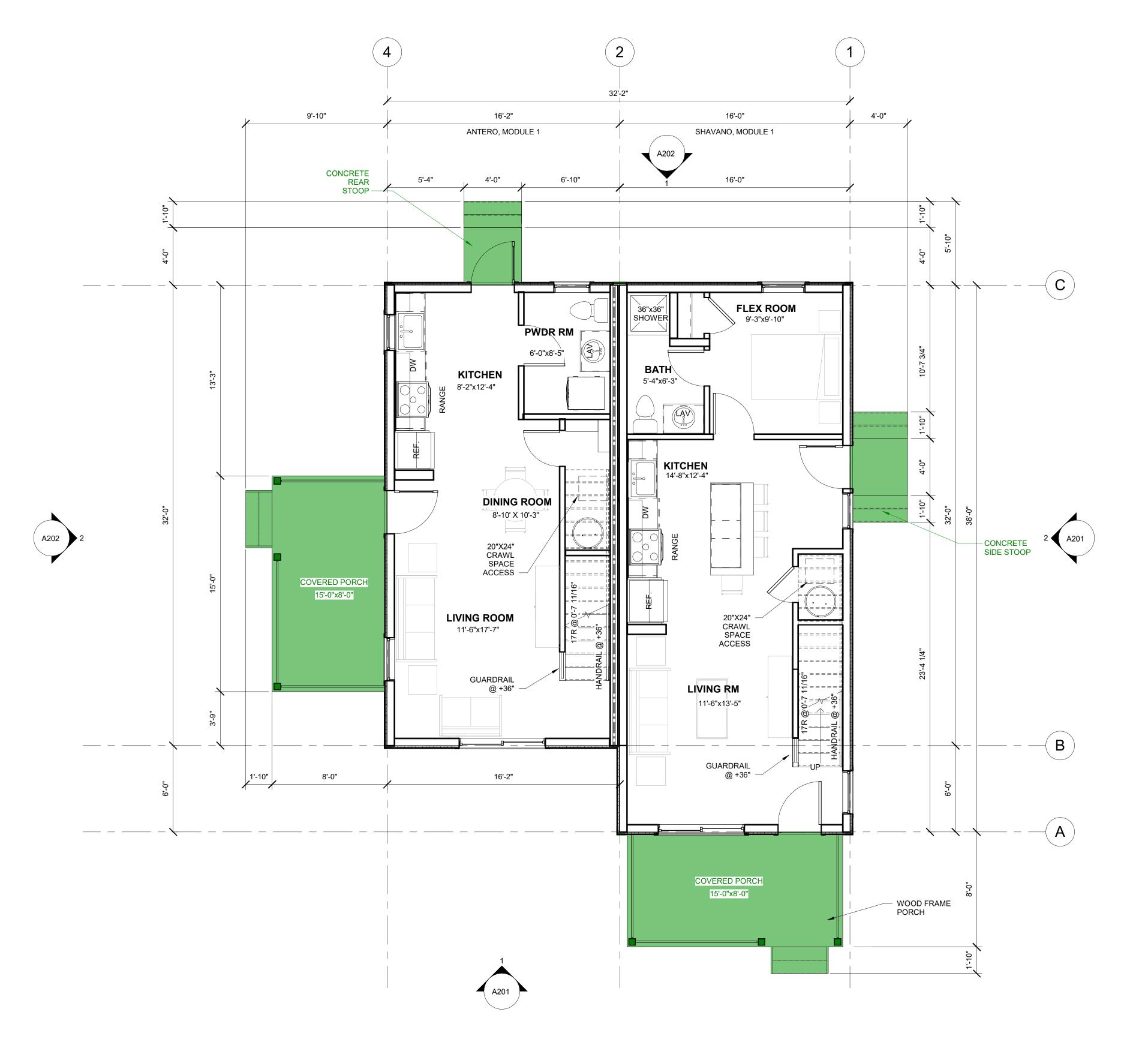
Exhibit 2

Ridgeway_Duplex_Shantero_Side

Schematic Plan Set

Lot 1 & Lot 2

Lot 11 & Lot 12 (mirrored)



FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X6 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE BUILDING ELEVATIONS ON A20- SERIES SHEETS AND WALL SECTIONS ON A31- SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

5. SEE WALL SECTIONS ON A31- SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.

6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.

7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

9. GLAZING ADJACENT TO AND WITHIN 60" OF THE WALKING/STANDING SURFACE WITHIN A BATHTUB OR SHOWER ENCLOSURE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.

11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

EVstudio

Denver, CO Evergreen, CO

303.670.7242

inspections@evstudio.com design@evstudio.com www.evstudio.com

Contact: Dean Dalvit dean@evstudio.com 303.607.7242 x14



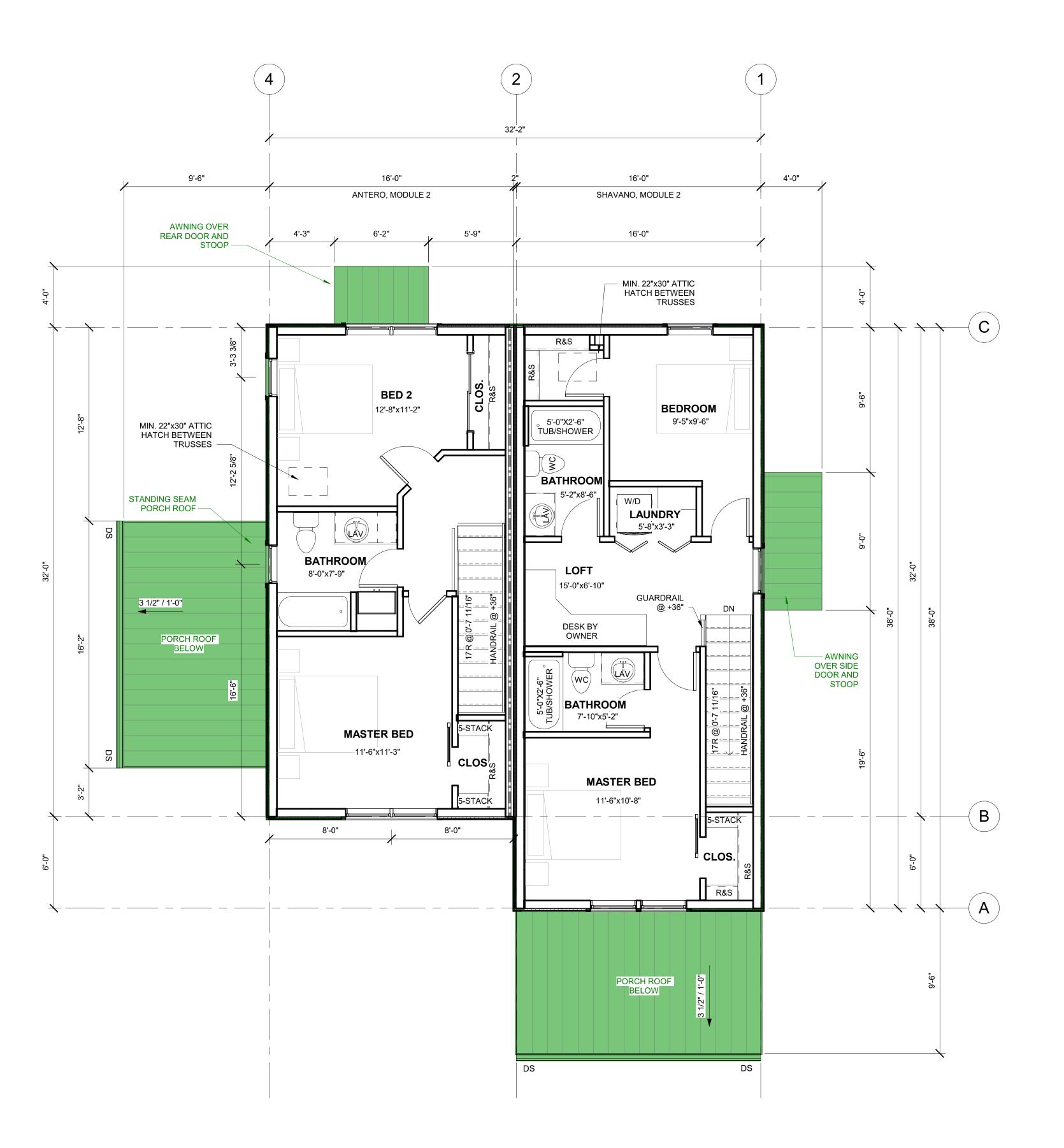
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SCHEMATIC DESIGN 07/21/2022 DRAWN BY: CHECKED BY:

LOWER FLOOR PLAN

SCALE: 1/4"=1'-0"



FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X6 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE BUILDING ELEVATIONS ON A20- SERIES SHEETS AND WALL SECTIONS ON A31- SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

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11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

RATED WALL LEGEND

INDICATES ITEMS WHICH

ARE TO BE FIELD INSTALLED

1-HOUR FIRE RESISTANCE RATING

RATING

E/studio

Denver, CO Evergreen, CO

303.670.7242

inspections@evstudio.com design@evstudio.com www.evstudio.com

Contact: Dean Dalvit dean@evstudio.com 303.607.7242 x14

SHANTERO (MM)

MASTER SET

SAN MIGHEL COUNTY COLORADO

AOTEORORA PEGILATORAL'OR PERMITRUCTION PERMITRUCTION

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REVISION

SCHEMATIC DESIGN
DATE: 07/21/2022
DRAWN BY: GN
CHECKED BY: DD

UPPER FLOOR PLAN

A 102

1 FLOOR PLAN - LEVEL 2 (SHANTERO)

1/4" = 1'-0"

1120 SQ FT

SHAVANO: 608 SF ANTERO: 512 SF

SCALE: 1/4"=1'-0"

5/4 X 12 BAND, TYP. -

LEVEL 1 100'-0"

1 FRONT ELEVATION
1/4" = 1'-0"

EVstudio

Denver, CO Evergreen, CO

303.670.7242

inspections@evstudio.com design@evstudio.com www.evstudio.com

Contact: Dean Dalvit dean@evstudio.com 303.607.7242 x14

LOGVVAY DOMINALANTERO (MM) ASTER SET



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SCHEMATIC DESIGN

DATE: 07/21/2022

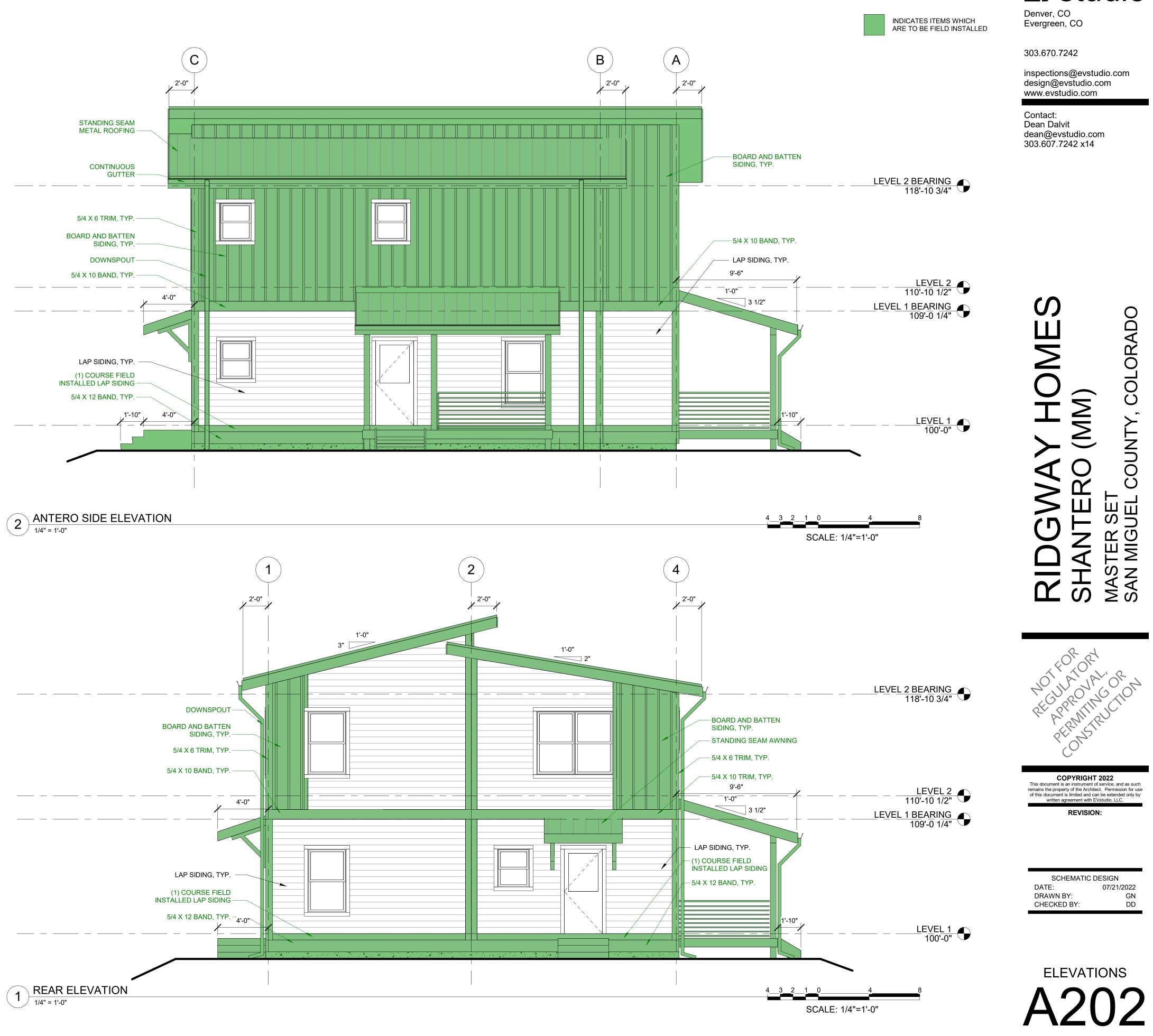
DRAWN BY: GN

CHECKED BY: DD

- LAP SIDING, TYP.

SCALE: 1/4"=1'-0"

A201



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Planned Unit Development Guide

For

Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

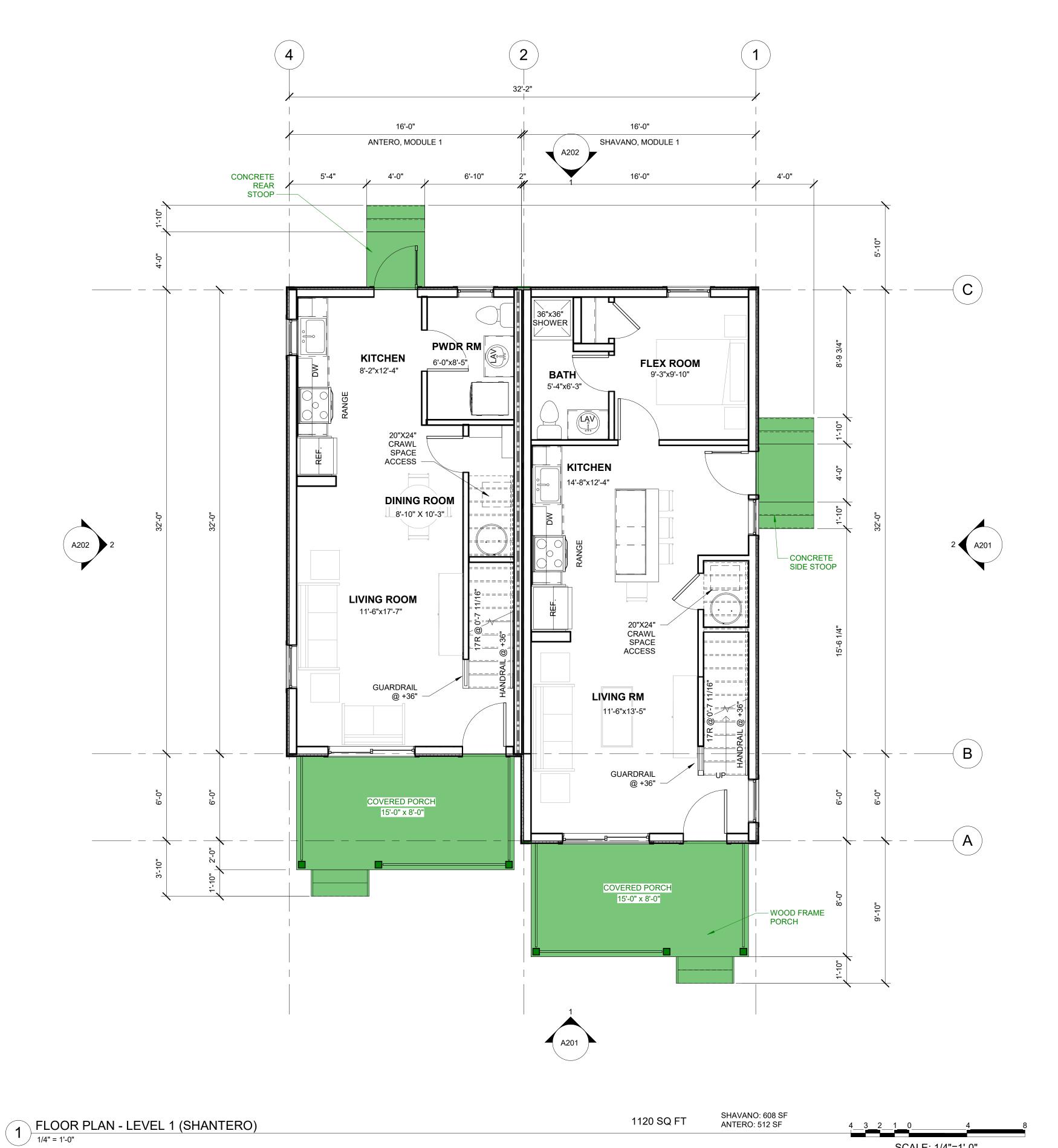
Exhibit 3

Ridgway_Duplex_Shantero-Front

Schematic Plan Set

Lot 3 & Lot 4

Lot 13 & Lot 14 (mirrored)



FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X6 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE BUILDING ELEVATIONS ON A20- SERIES SHEETS AND WALL SECTIONS ON A31- SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

5. SEE WALL SECTIONS ON A31- SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.

6. INTERIOR DOOR FRAMES SHALL BE LOCATED 3-INCHES FROM FINISHED FACE OF ROOM CORNER TO FACE OF OPENING U.N.O.

7. GLAZING IN DOORS AND FIXED OR OPERABLE PANELS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF A DOOR IN A CLOSED POSITION AND WITHIN 60" OF THE FLOOR MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

8. GLAZING IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 5' OF THE BOTTOM AND TOP OF STAIRWAYS WHERE THE BOTTOM AND TOP EDGE OF THE GLASS IS LESS THAN 60" ABOVE A WALKING SURFACE MUST BE SAFETY GLASS AS PER SECTION R308.4, 2018 I.R.C.

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10. PROVIDE A MECHANICALLY OPERATED EXHAUST SYSTEM IN ALL BATHROOMS, WATER CLOSET COMPARTMENTS, AND SIMILAR ROOMS WHOSE OPERABLE EXTERIOR OPENINGS ARE LESS THAN 3 SQ. FT. PER SECTION R303.3, 2018 I.R.C.

11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING

SCALE: 1/4"=1'-0"

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

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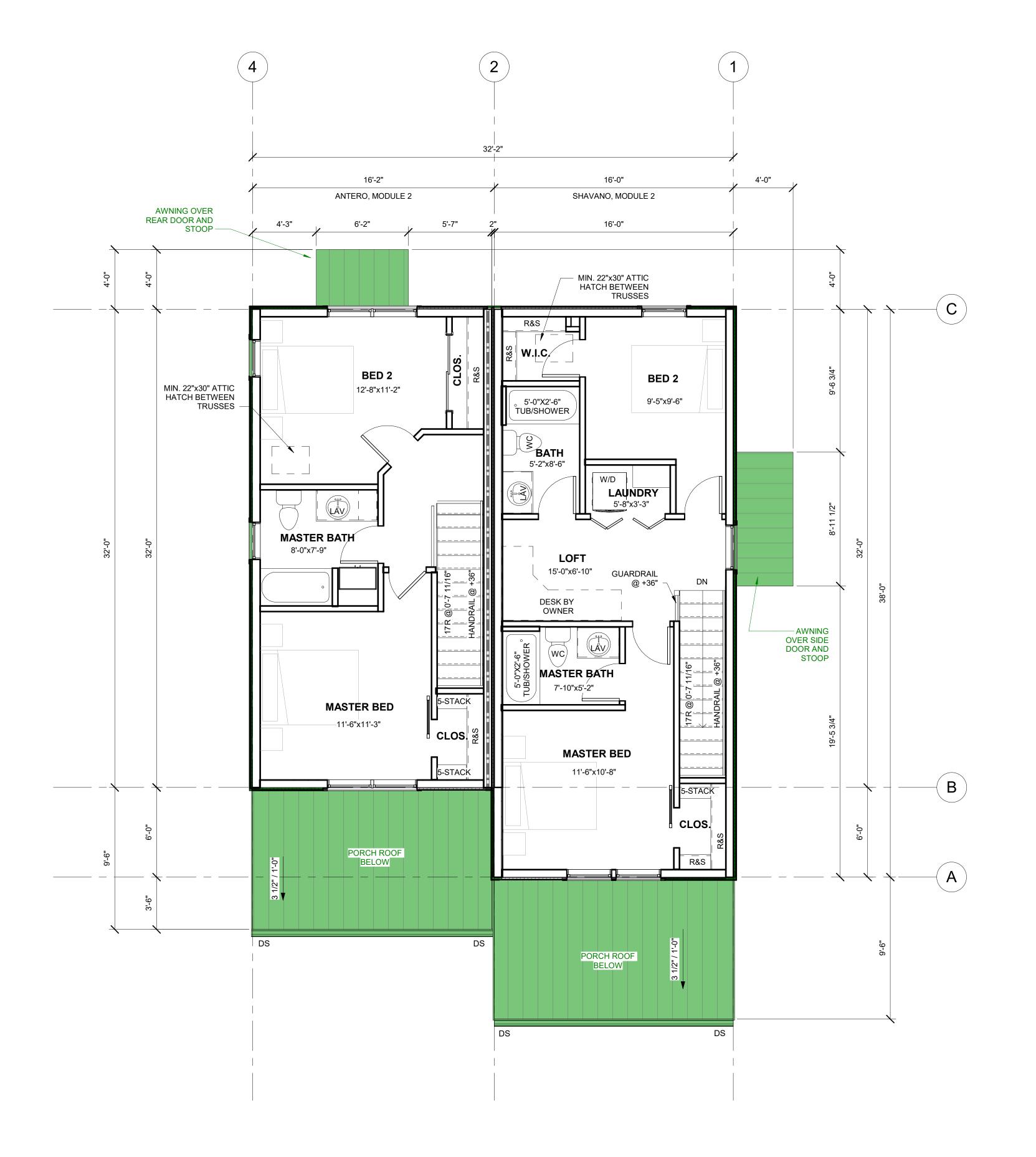


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SCHEMATIC DESIGN DRAWN BY: CHECKED BY:

LOWER FLOOR PLAN



FLOOR PLAN NOTES

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INDICATES ITEMS WHICH

ARE TO BE FIELD INSTALLED

1-HOUR FIRE RESISTANCE RATING

IG _____

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SHANTERO (MM)

MASTER SET
SAN MIGUEL COUNTY, COLORADO



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REVISION:

SCHEMATIC DESIGN

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CHECKED BY: DD

UPPER FLOOR PLAN

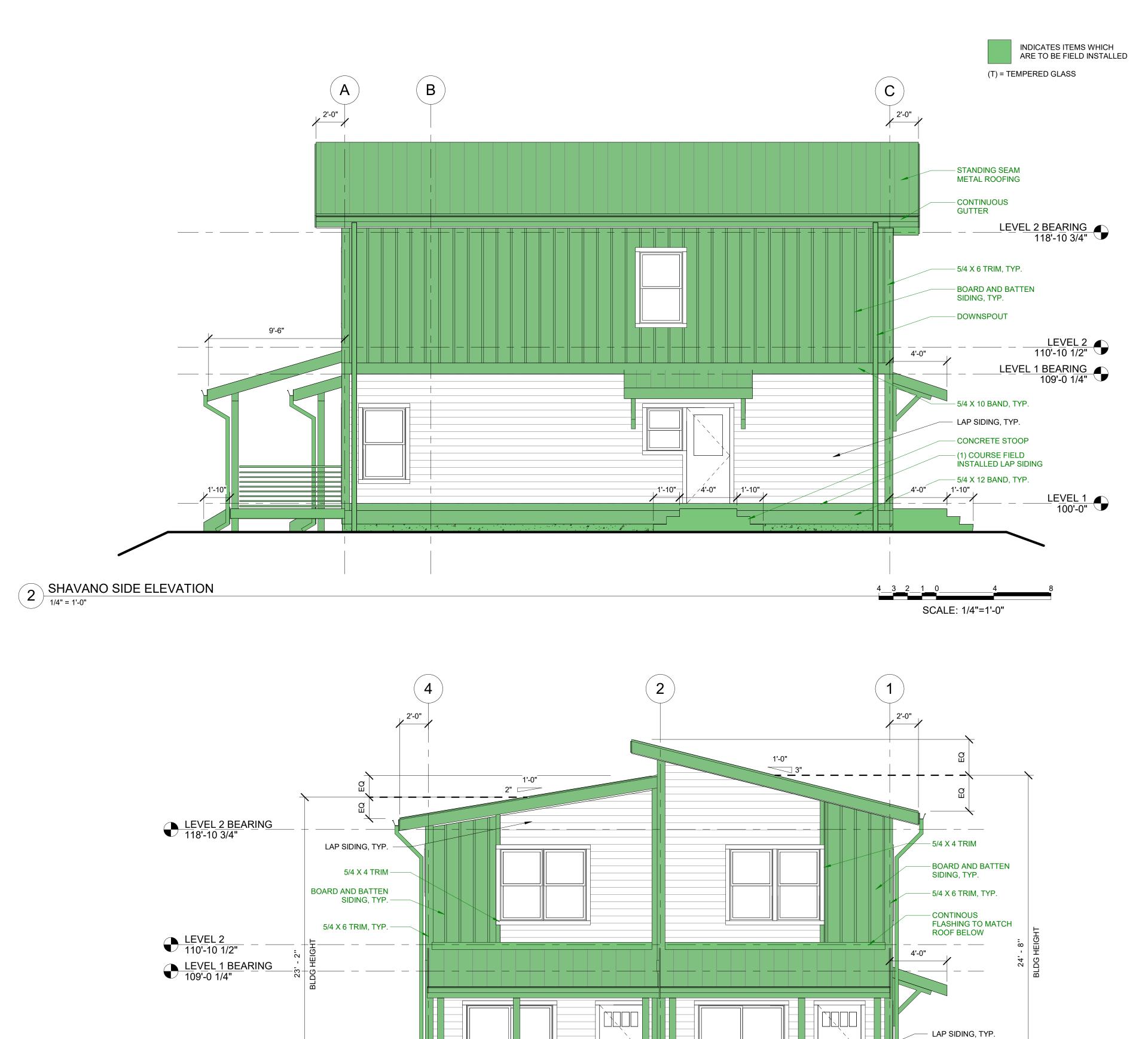
A 102

1 FLOOR PLAN - LEVEL 2 (SHANTERO)
1/4" = 1'-0"

1120 SQ FT

SHAVANO: 608 SF ANTERO: 512 SF

SCALE: 1/4"=1'-0"



LAP SIDING, TYP.

-5/4 X 12 BAND, TYP.

(1) COURSE FIELD INSTALLED LAP SIDING -

LEVEL 1 100'-0"

1 FRONT ELEVATION
1/4" = 1'-0"

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IDGVVAY TOMFO IANTERO (MM) Ster set



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SCHEMATIC DESIGN

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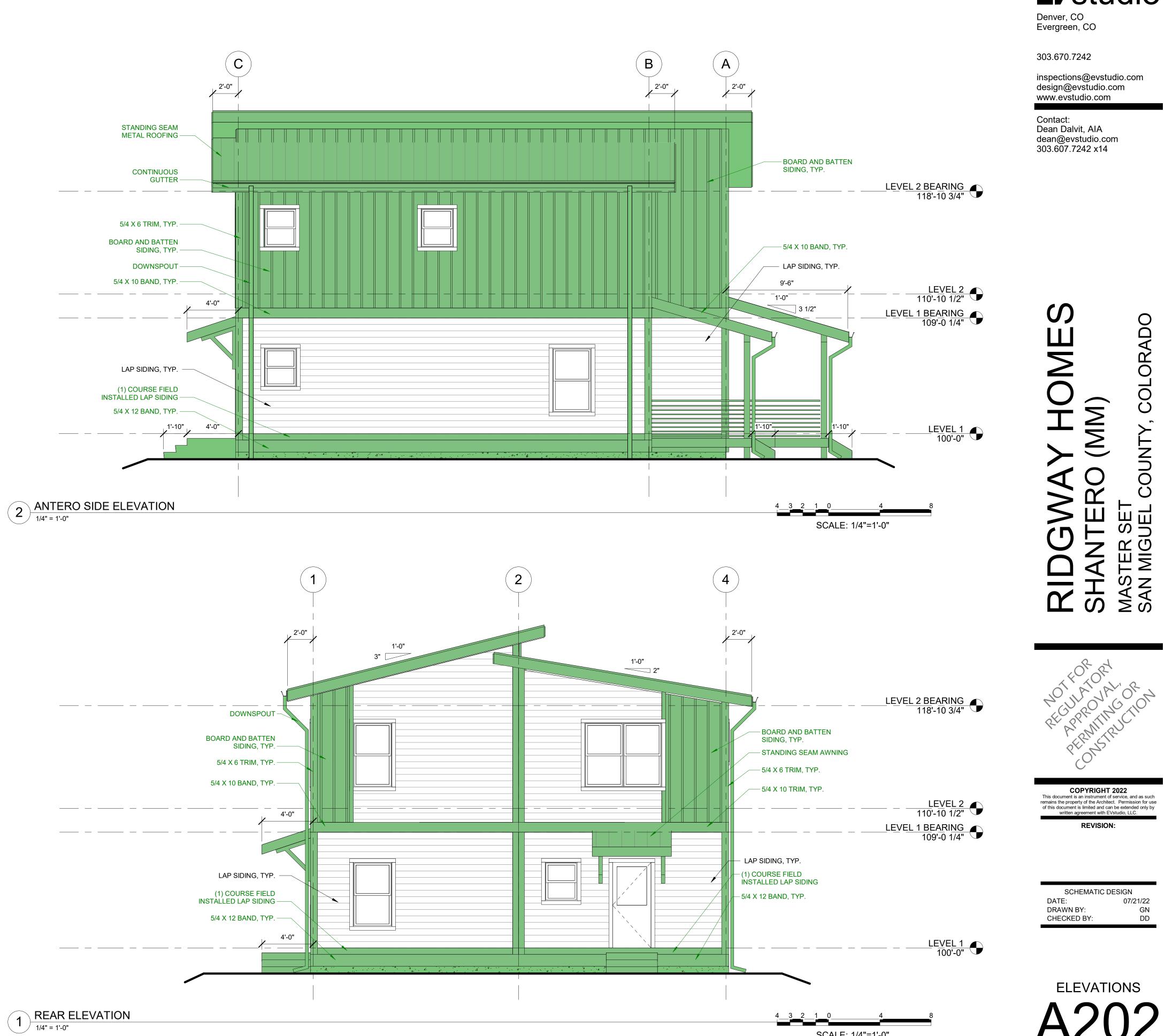
DRAWN BY: GN

CHECKED BY: DD

- DOWNSPOUT

SCALE: 1/4"=1'-0"

A201



E/studio

SCALE: 1/4"=1'-0"

Planned Unit Development Guide

For

Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Exhibit 4

Ridgway_Duplex_Shavano-Torreys

Schematic Plan Set

Lot 5 & Lot 6 (mirrored)

Lot 7 & Lot 8 (mirrored)

Lot 9 & Lot 10 (mirrored)



FLOOR PLAN NOTES

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11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

RATED WALL LEGEND

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

1-HOUR FIRE RESISTANCE RATING

RESISTANCE RATING

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Contact: Dean Dalvit dean@evstudio.com 303.607.7242 x14

ANO-GRAYS DUPLEX (MM) SET



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SCHEMATIC DESIGN

SCHEMATIC DESIGN

DATE: 07/21/2022

DRAWN BY: GN

CHECKED BY: DD

2 FLOOR PLAN - LEVEL 2

1,408 SQ FT GRAYS: 800 SQ FT SHAVANO: 608 SQ FT

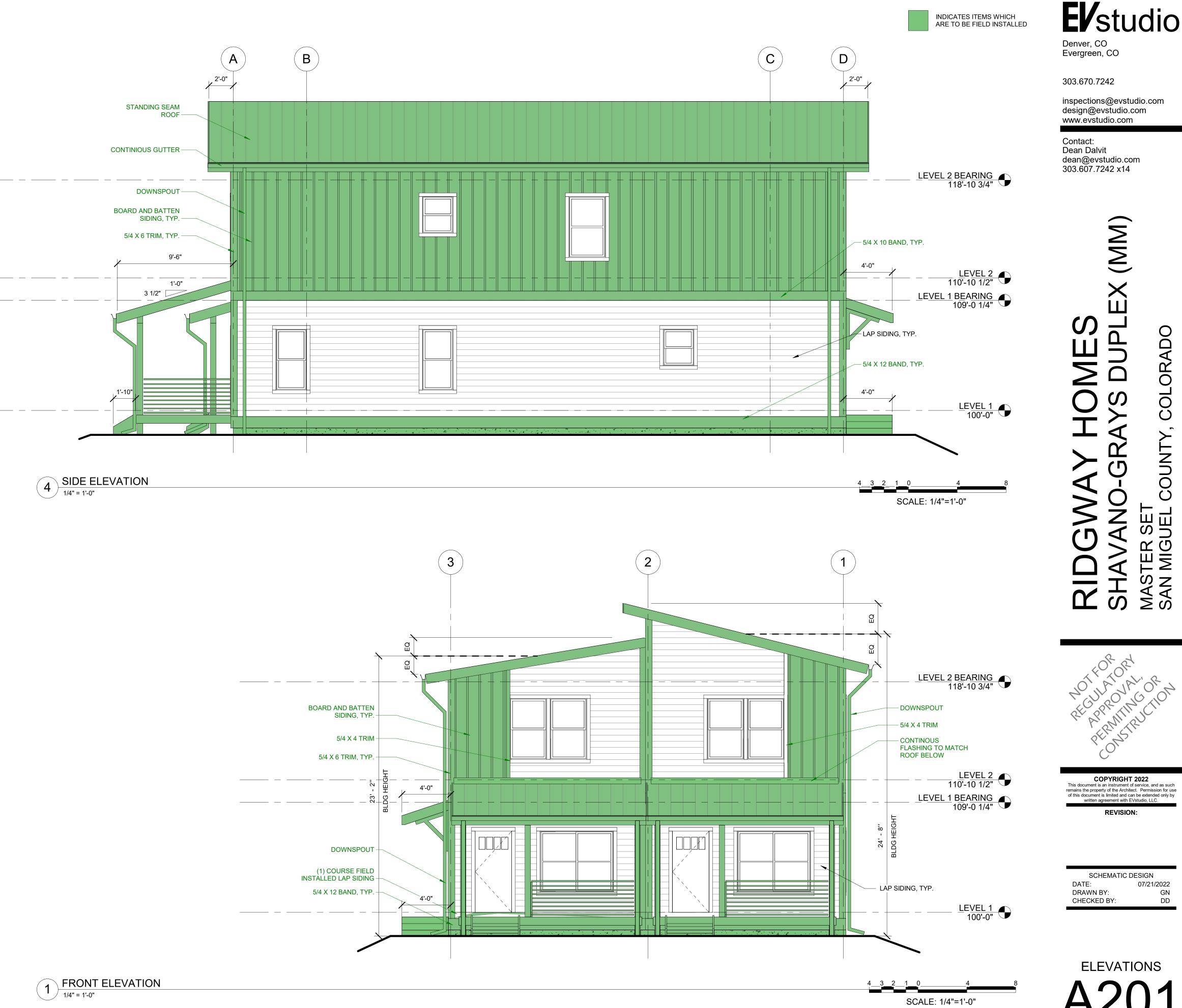
1/4" = 1'-0"

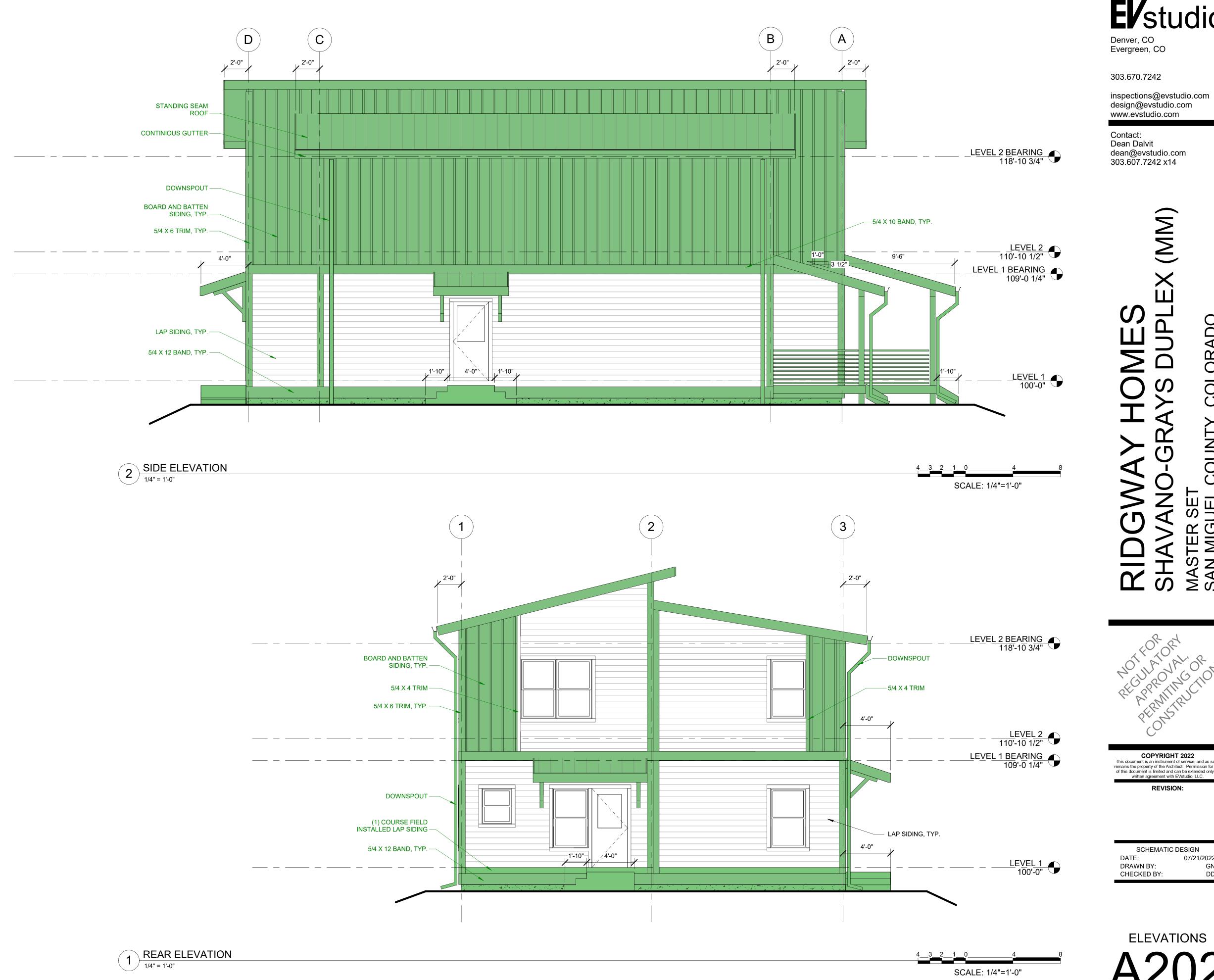
SCALE: 1/4"=1'-0"

1 FLOOR PLAN - LEVEL 1 1,408 SQ FT GRAYS: 800 SQ FT SHAVANO: 608 SQ FT 4 3 2 1 0 4

SCALE: 1/4"=1'-0"

A101





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SCHEMATIC DESIGN 07/21/2022

ELEVATIONS

Planned Unit Development Guide

For

Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Exhibit 5

Proposed Elevations & Color Options

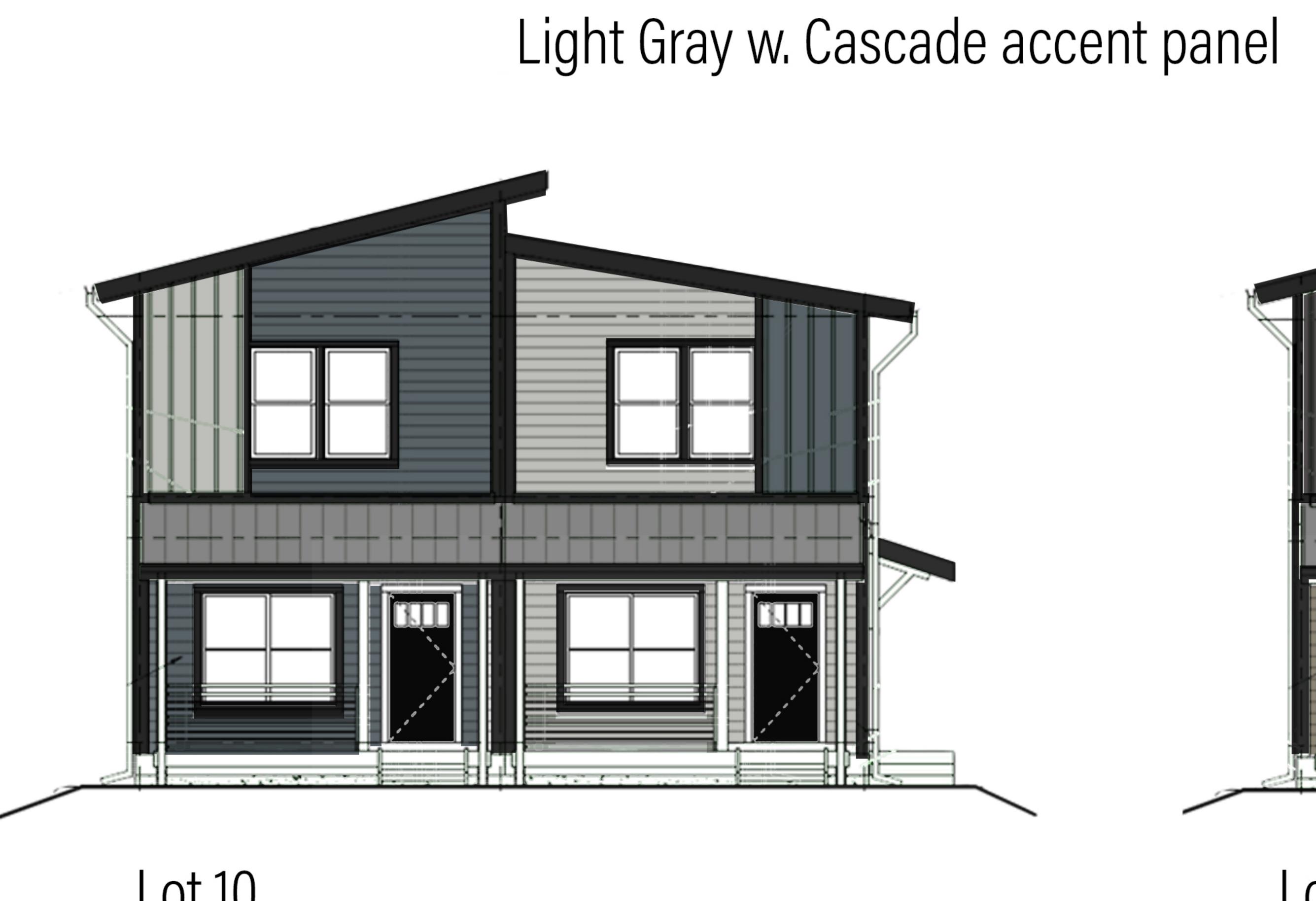
For

All Lots

North Laura Street Elevation



Lot 11 Emerald w. Graphite accent panel



Cascade w. Light Gray accent panel



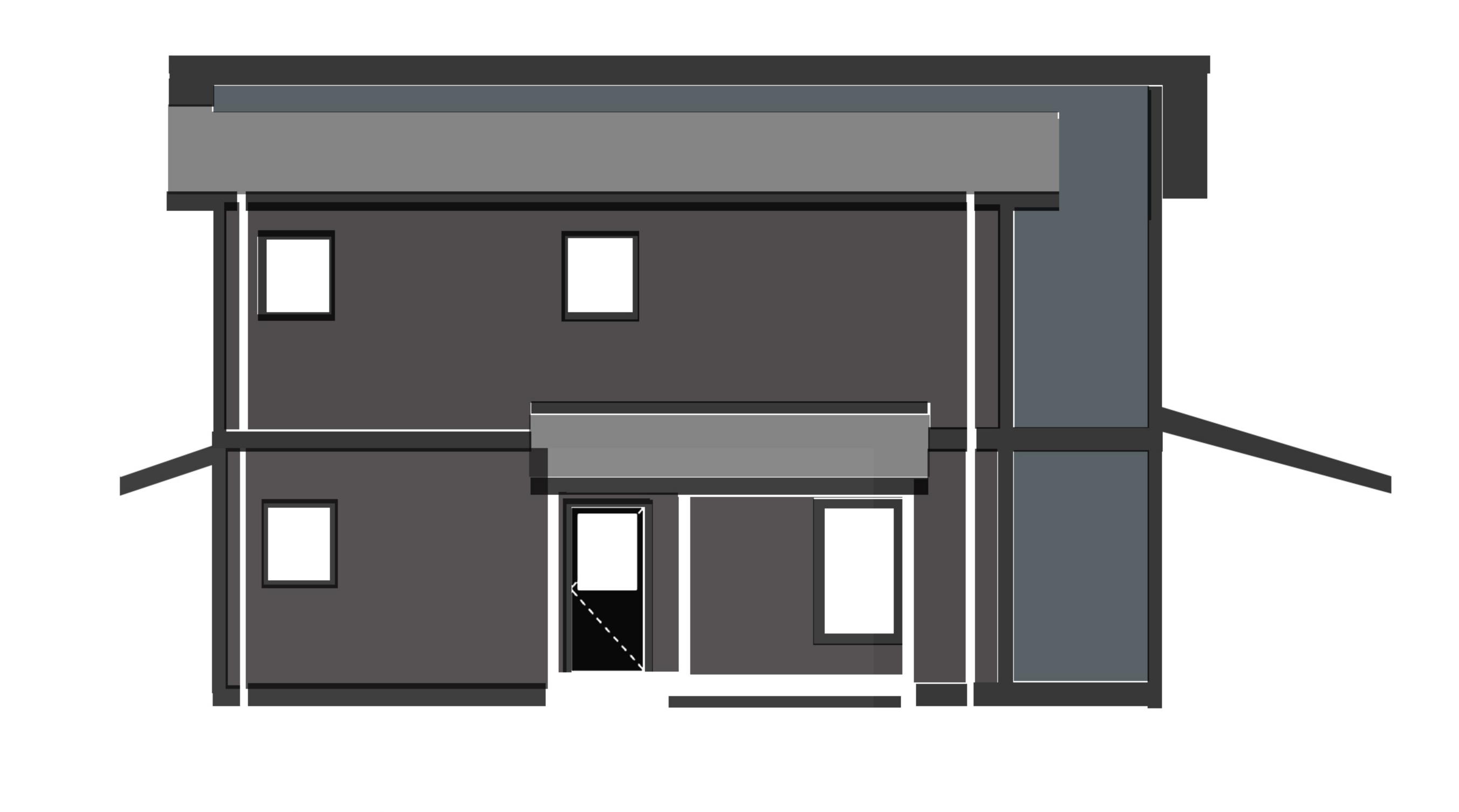
Graphite w. Terra Bronze accent panel

Terra Bronze w Graphite accent panel

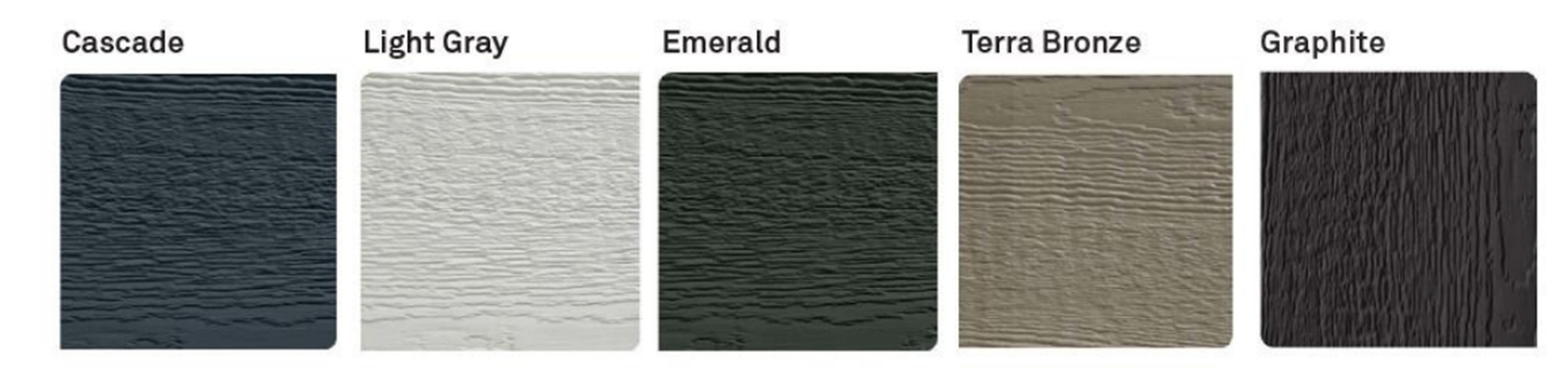


Emerald w. Light Gray accent panel

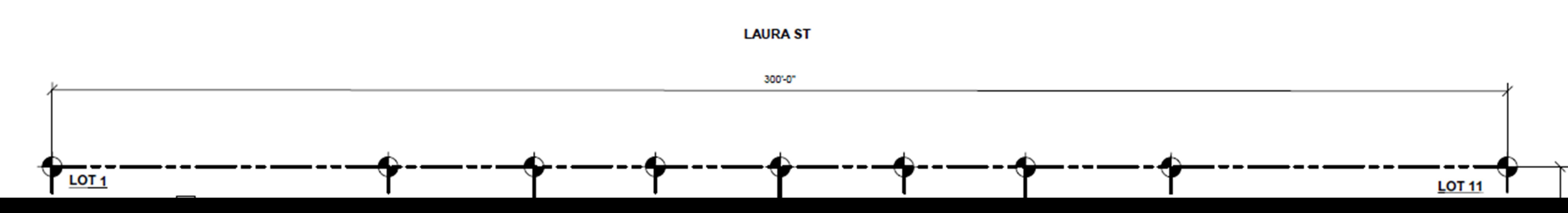
Light Gray w. Emerald accent panel



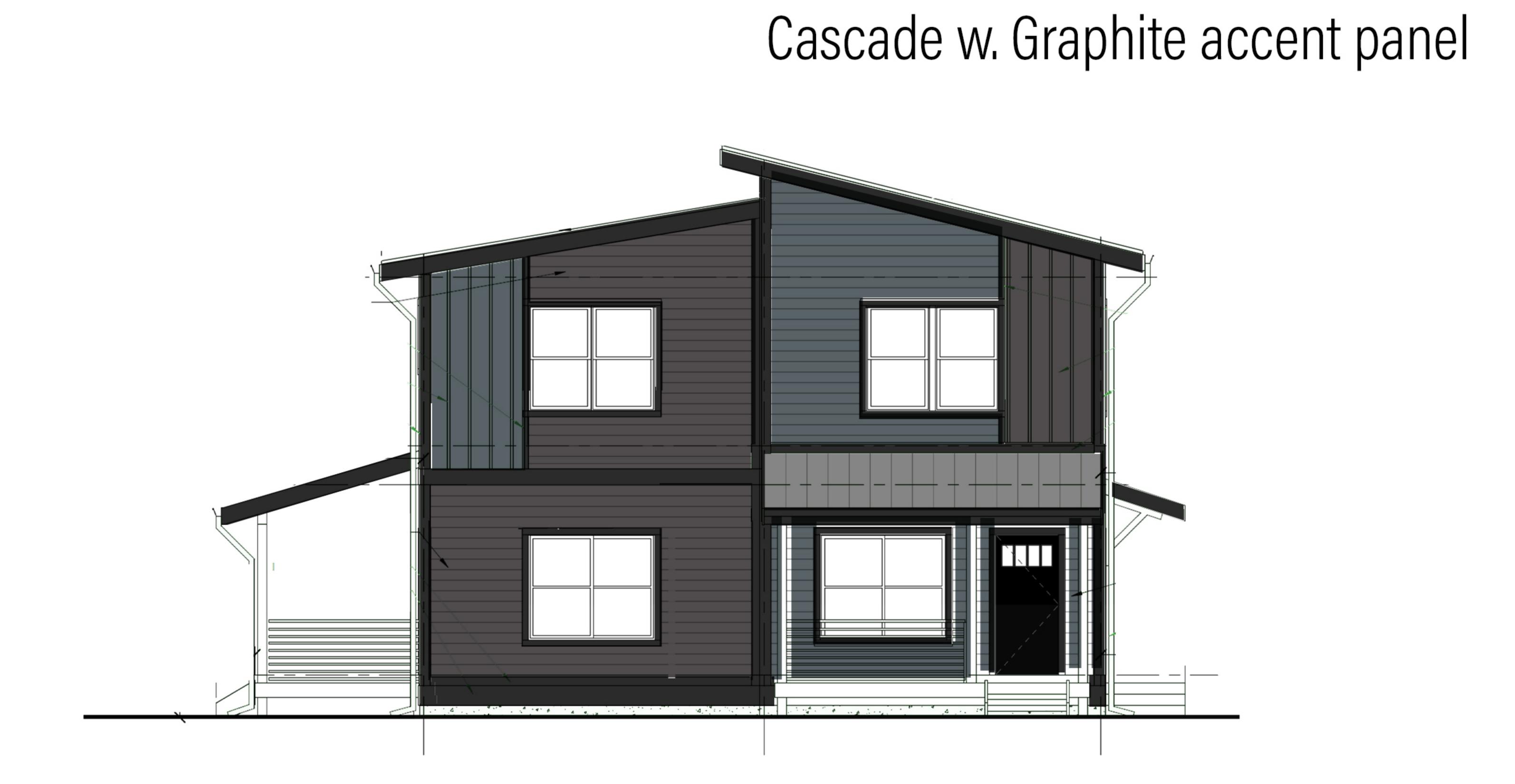
Graphite w. Cascade accent panel



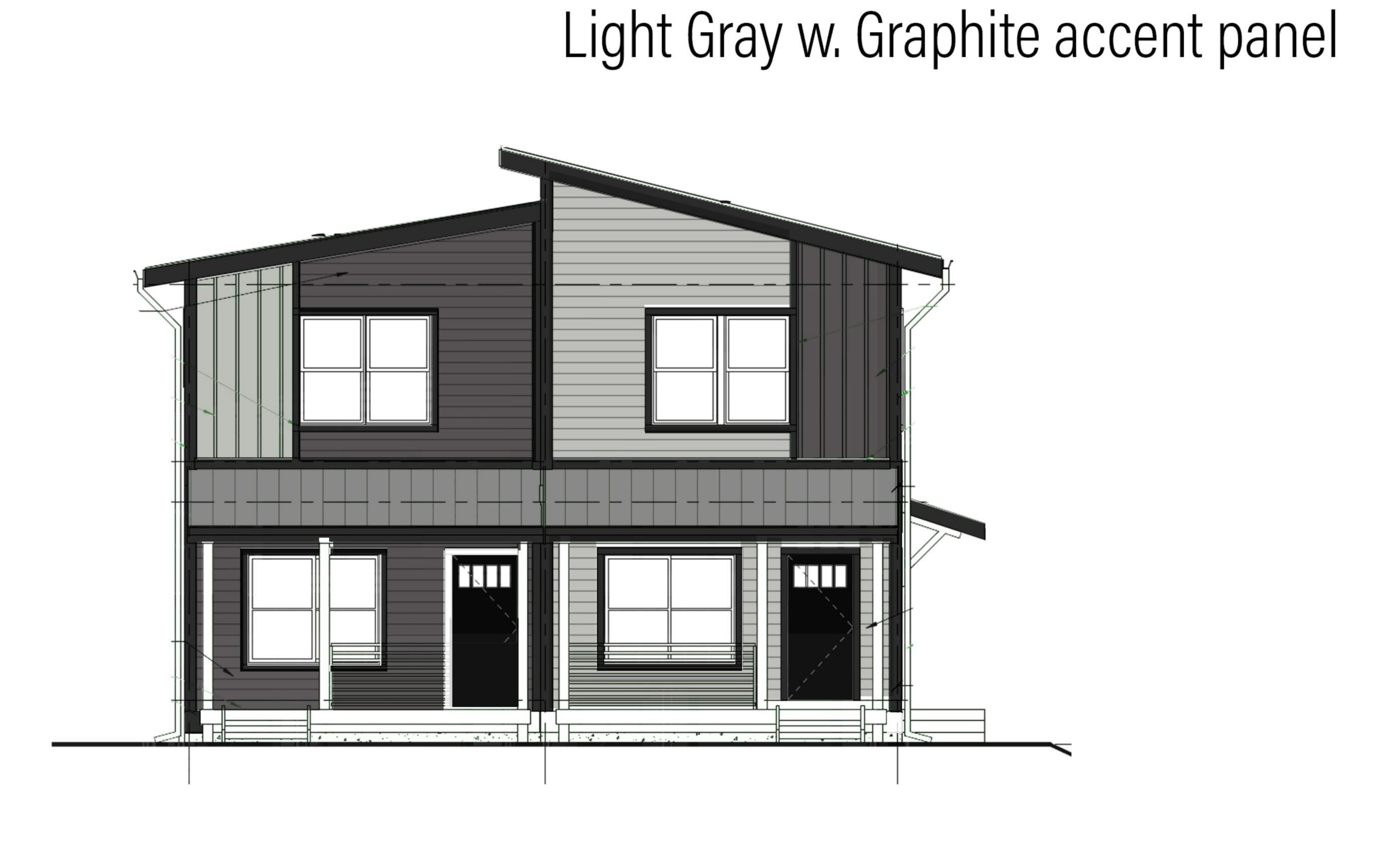
Diamond Kote Exterior Siding: https://diamondkotesiding.com/lasting-color-collections/



Frederick Street Elevation



Lot 1 Graphite w. Cascade accent panel



Graphite w. Light Gray accent panel

Landscape Notes

- 1. INSTALL ROCK MULCH IN ALL SHRUB BEDS. INSTALL WEED BARRIER UNDERLAYMENT MATERIAL AND TOPDRESS WITH MULCH MATERIAL TO MIN. 3 INCH DEPTH.
- 2. PREP ALL PLANTING AREAS WITH MIN. 4 CU YDS PER 1,000 SF WITH GOOD QUALITY COMPOSTED ORGANIC MATTER. FIRST, DECOMPACT ALL PLANTING AREA SOILS TO A MIN. DEPTH OF 6 INCHES PRIOR TO TILLING. TILL AND INCORPORATE AMENDMENT TO A MIN. DEPTH OF 6 INCHES.
- 3. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THE MEANS, METHODS OR APPROPRIATENESS OF CONSTRUCTION AND SAFETY PROCEDURES CHOSEN BY ANY CONTRACTOR.
- 4. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY.
- 5. INSTALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL, OR PAVING.
- 6. FORM 30 INCH WATERING BASIN AROUND ALL TREES. FILL BASIN WITH 1-1/2 INCH LAYER OF WOOD CHIPS OR COMPOST.
- 7. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT SCHEDULE FOR KEY AND CLASSIFICATION.
- 8. ALL PLANT MATERIAL OUTSIDE OF THE LIMIT OF CONSTRUCTION LINE MUST REMAIN UNDISTURBED. 9. ALL MATERIALS NOT TO BE REMOVED WILL BE MARKED CLEARLY WITH FLAGGING TAPE, PROTECTIVE FENCING, OR
- OTHER APPROVED BARRIER PRIOR TO CONSTRUCTION. 10. IDENTIFY LOCATIONS OF ALL UNDERGROUND UTILITIES THAT MIGHT BE DISTURBED BY LANDSCAPE ELEMENTS
- PRIOR TO CONSTRUCTION.
- 11. (OMITTED)

1 _ _ _ 1 _

)HP- - OHP-

12.RECORD ALL CHANGES ON A REDLINED PLAN AND SUBMIT TO THE OWNER & LANDSCAPE ARCHITECT FOLLOWING CONSTRUCTION.

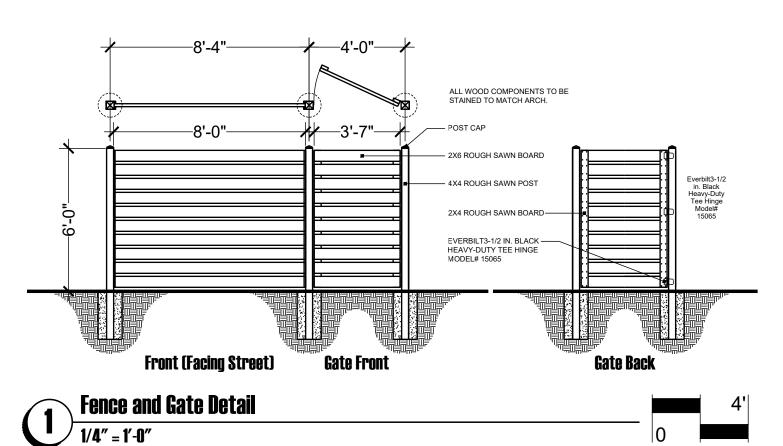
Irrigation Notes

- 1. THE IRRIGATION SYSTEM SHALL COMPLY WITH RIDGWAY MUNICIPAL CODE 7-7-7 GENERAL LANDSCAPE STANDARDS (F)IRRIGATION: TO ENSURE BEST PRACTICES FOR WATER CONSERVATION, ALL NEW LANDSCAPING SHALL COMPLY WITH THE FOLLOWING IRRIGATION STANDARDS:(1)IRRIGATION SHOULD BE LIMITED TO BETWEEN THE HOURS OF 6:00 P.M. AND 9:00 A.M.(2)ALL IRRIGATION SYSTEMS SHALL BE AUTOMATIC AND HAVE MOISTURE SENSORS INSTALLED.(3)WHERE POSSIBLE, NON-POTABLE IRRIGATION SYSTEMS SHOULD BE USED TO IRRIGATE LANDSCAPE.
- 2. THE IRRIGATION SYSTEM SHALL CONSIST OF AN UNDERGROUND PRESSURIZED SYSTEM THAT WILL PROVIDE DRIP COMPONENTS TO THE SHRUBS AND TREES.
- 3. IRRIGATION CONTROLLER SHALL BE A "WATER SENSE" SMART IRRIGATION CONTROLLER.
- 4. PROVIDE DRIP IRRIGATION TO ALL SHRUBS AND TREES (TREES-8 GPH PER TREE, SHRUBS-2 GPH PER SHRUB, PERENNIALS-1 GPH PER PLANT).
- 5. THE IRRIGATION SYSTEM SHALL USE DOMESTIC WATER PROVIDED FROM THE TOWN OF RIDGWAY.

DISTANCE

S

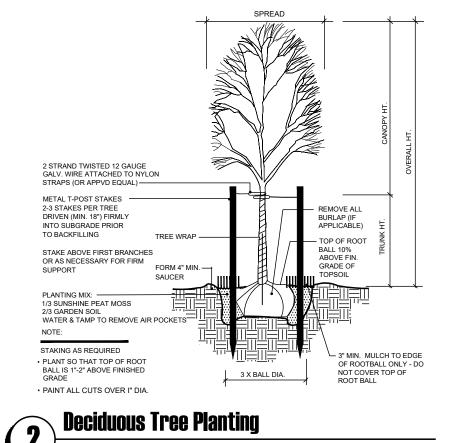
= 6. A COUNTY APPROVED BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED AFTER THE POINT OF CONNECTIO AND DOMESTIC METER

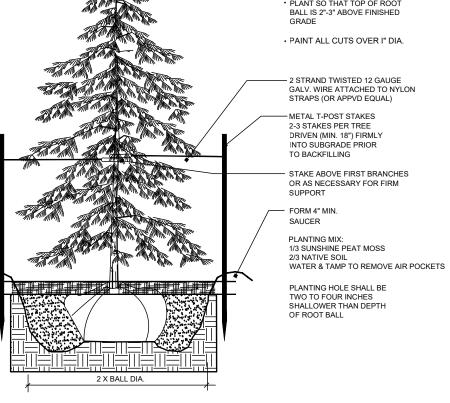


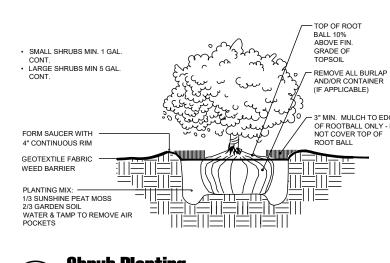
Laura St.

- + T |- - | - T - - T - - T

· OHP - - OHP







3 Evergreen Tree Planting NTS

REQUIRED LANDSCAPING Total Parcel Area

Total Required in Front Yard:

0.98 AC Total 40% Required Landscape Area: 17,031 SF 22,988 SF (SEE L2) 5,940 SF 174% Min. 20% Live Groundcover: 3,406 SF 3,406 SF 15,073 SF 443% Min. 20% Non-Live Groundcover: Total Required Trees 1/2000sf:

(SEE LOT BREAKDOWN TABLE) Total Required Shrubs 1/3000sf x 2: (SEE LOT BREAKDOWN TABLE) (SEE LOT BREAKDOWN TABLE)

> XERISCAPE WILDFLOWER MIX SEEDING RATE: 80Z PER 1,000 SQ.FT. 12 % CLEOME SERRULATA (ROCKY MOUNTAIN BEEPLANT) 12 % ENGELMANNIA PERISTENIA (ENGELMANN DAISY)

12 % LINUM LEWISII (BLUE FLAX) 11 % THELESPERMA FILIFOLIUM (GREENTHREAD) 10 % COREOPSIS TINCTORIA (PLAINS COREOPSIS) 10 % ESCHSCHOLZIA CALIFORNICA (CALIFORNIA POPPY)

10 % GAILLARDIA ARISTATA (BLANKETFLOWER) 10 % PENSTEMON PALMERI (PALMER'S PENSTEMON) 5 % RATIBIDA COLUMNIFERA (PRAIRIE CONEFLOWER) 5 % RATIBIDA COLUMNIFERA PULCHRA (MEXICAN HAT)

1 % DALEA CANDIDA (WHITE PRAIRIE CLOVER) 1 % LIATRIS PUNCTATA (DOTTED GAYFEATHER) 1 % PENSTEMON STRICTUS (ROCKY MOUNTAIN PENSTEMON) HTTPS://WWW.WESTERNNATIVESEED.COM/GNXM.HTML

| Г | KEY | COMMON NAME | BOTANICAL NAME | H' | W' | SIZE | TYPE | QTY |
|---|-----|------------------------------|--|----|-----|----------------|-------------|-----|
| | | 40'+ Deciduous Trees: | | | •• | O.L.L | | ٠ |
| ŀ | AA | Narrowleaf Cottonwood | Polulus angustifolia | 50 | 40 | 1.5" Cal. | B&B | 4 |
| | ВВ | Peachleaf Willow | Salix amygdaloides | 50 | 40 | 1.5" Cal. | B&B | 2 |
| | CC | Northern Pin Oak | Quercus ellipsoidalis | 40 | 40 | 1.5" Cal. | B&B | 2 |
| | | 10'-20'+ Deciduous Trees: | | | | | | |
| | DD | Amur Maple | Acer ginnala | 15 | 15 | 1.5" Cal. | B&B | 5 |
| | EE | 'Sucker Punch' Chokecherry | Prunus virginiana 'Sucker Punch' | 25 | 20 | 1.5" Cal. | Cont. | 6 |
| | | | | | | Total Deciduo | us Trees: | 19 |
| | | Evergreen Trees: | | | | | | |
| | FF | Co. Green Spruce | Picea pungens | 40 | 25 | 5' Ht. | B&B | 4 |
| | GG | Austrian Pine | Pinus nigra | 40 | 25 | 5' Ht. | B&B | 2 |
| | НН | Rocky Mountain Juniper | Juniperus scopulorum | 20 | 12 | 5' Ht. | B&B | 2 |
| | | | | | | Total Evergre | en Trees: | 8 |
| | | | | | | Tot | al Trees: | 27 |
| × | | Evergreen Shrubs: | | | | | | |
| | Α | Morman Tea | Ephedra nevadensis | 4 | 4 | 5 gal. | Cont. | 6 |
| | В | Medora Juniper | Juniperus scopulorum 'medora' | 15 | 5 | 5 gal. | Cont. | 7 |
| | С | Skyrocket Juniper | Juniperus virginiana 'Skyrocket' | 25 | 5 | 5 gal. | Cont. | 4 |
| | D | Dwarf Norway Nesting Spruce | Picea abies 'Pumila' | 3 | 5 | 5 gal. | Cont. | 1 |
| | Е | Mugo Pine | Pinus mugo | 8 | 8 | 5 gal. | Cont. | 3 |
| | F | Slowmound Mugo Pine | Pinus mugo 'Slowmound' | 3 | 3 | 5 gal. | Cont. | 6 |
| L | G | Tannenbaum Mugo Pine | Pinus mugo 'Tannenbaum' | 15 | 6 | 5 gal. | Cont. | 1 |
| | | | | | 1 | Total Evergree | n Shrubs: | 28 |
| | | Ornamental Grasses: | | | | | | |
| | Н | Overdam Feather Reed Grass | Calamagrostis acutiflora 'Overdam' | 2 | 2 | 5 gal. | Cont. | 15 |
| | ı | Blue Oat Grass | Helictotrichon sempervirens | 2 | 2 | 2 gal. | Cont. | 9 |
| | J | Morning Light Maiden Grass | Miscanthus sinensus 'Morning Light' | 4 | 3 | 5 gal. | Cont. | 6 |
| | K | Regal Mist Pink Muhly | Muhlenbergia capillaris | 4 | 3 | 5 gal. | Cont. | 8 |
| · | | | | | Tot | al Ornamental | Grasses: | 38 |
| | | Deciduous Shrubs | | | | | | |
| | 0 | Coralberry/Snowberry | Symphoricarpos spp. | 4 | 6 | 5 gal. | Cont. | 2 |
| | Р | Cranberry Cotoneaster | Cotoneaster apiculatus | 3 | 6 | 5 gal. | Cont. | 8 |
| | Q | Dark Knight Blue Mist Spirea | Caryopteris x clandonensis 'Dark Knight' | 4 | 4 | 5 gal. | Cont. | 6 |
| | R | Pygmy Peashrub | Caragana pygmaea | 3 | 4 | 5 gal. | Cont. | 4 |
| | | | | | т т | otal Deciduous | a Chrishail | 20 |

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES LISTED ABOVE AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY

RURAL HOMES: FOR SALE, FOR LOCALS P.O. Box 4222, Telluride, CO

81435

Yellow Brick Lane

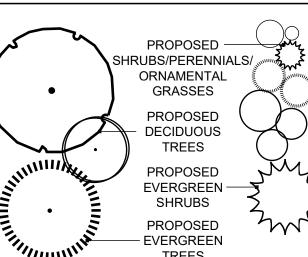
Townhomes

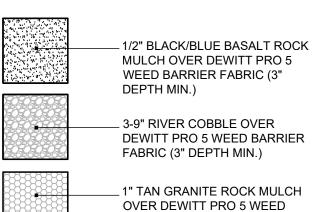
Ridgway, Colorado

www.ruralhomes.co David Bruce, Project Lead C: 603 203 1342 E:david@telluridefoundation.org

Landscape Architect:







BARRIER FABRIC (3" DEPTH - XERISCAPE WILDFLOWER SEED MIX

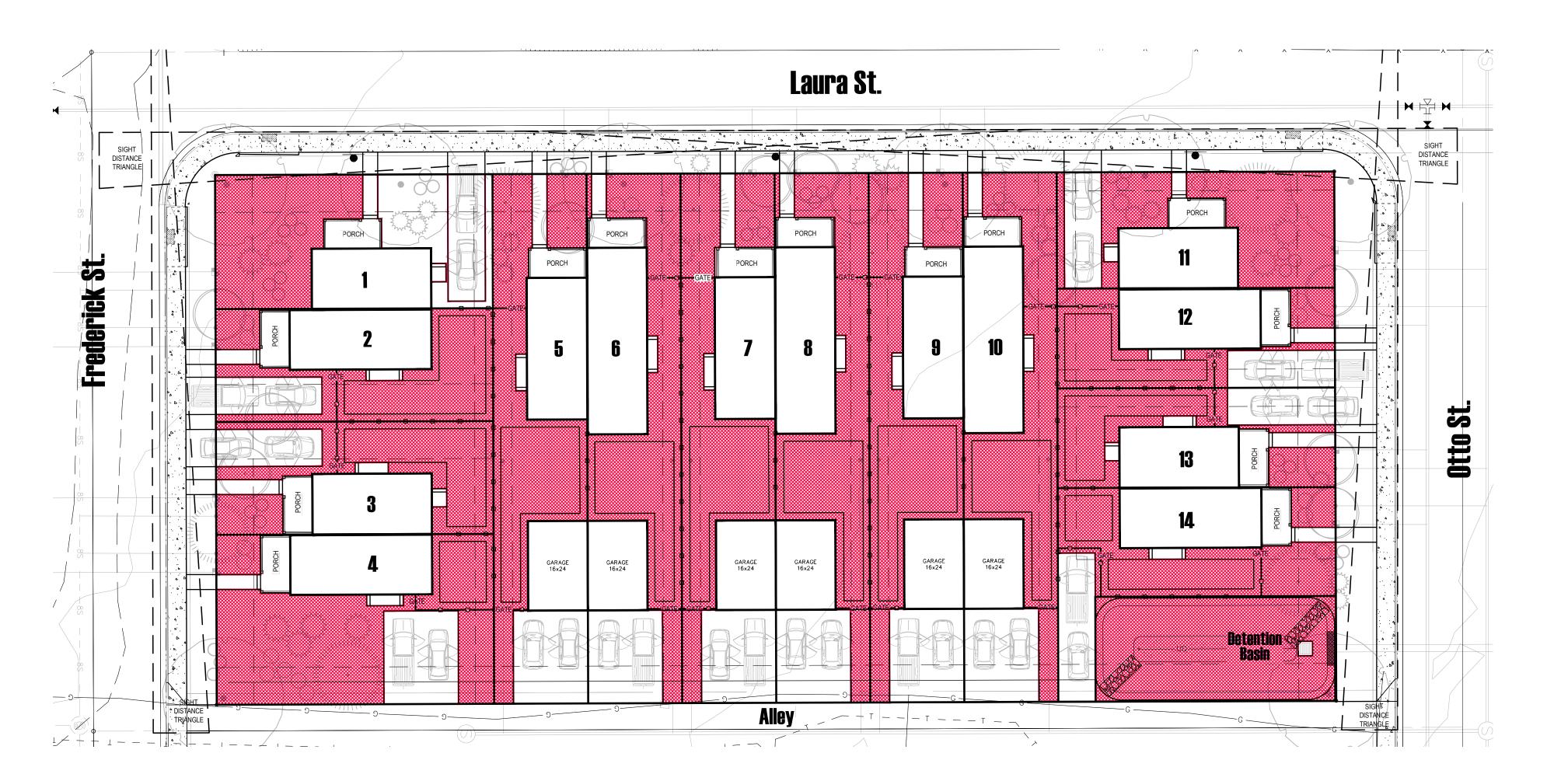
> LOW WATER TURF BLEND 35% Chewings Fescue 35% Hard Fescue 30% Perennial Ryegrass Broadcast at 5 lb / 1000sf in well-prepared seed bed and rake over

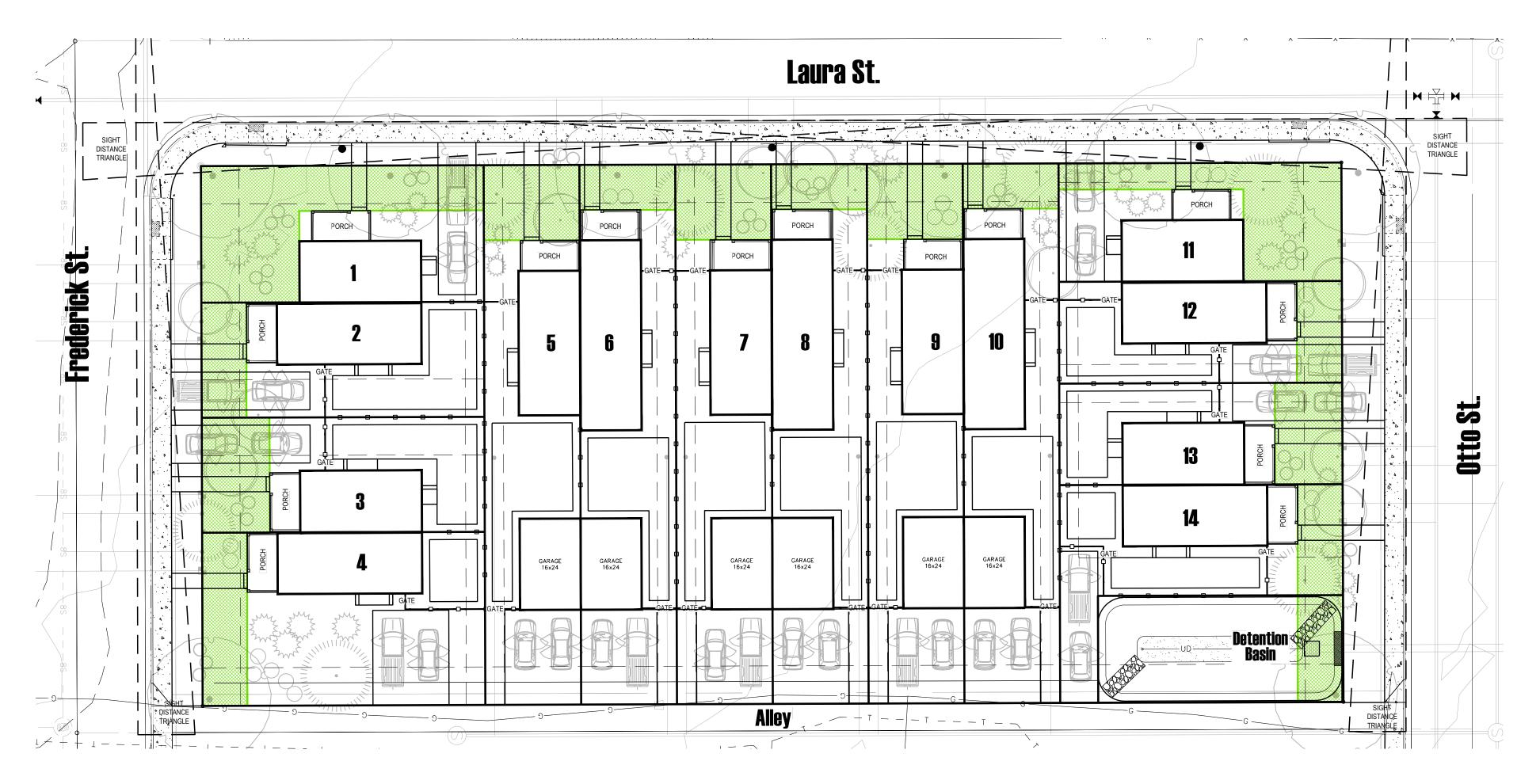
YBL Ridgway October 14, 2022 1'' = 20'

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2

Otto





Project Nam

Yellow Brick Lane Townhomes

Ridgway, Colorado

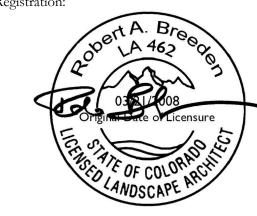


David Bruce, Project Lead
C: 603 203 1342
E:david@telluridefoundation.org

Landscape Architect:



Registration



l enei



TOTAL ON-SITE LANDSCAPE
AREA



____ TOTAL FRONT YARD LANDSCAPE

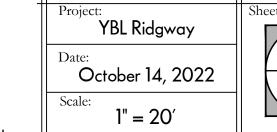
Landscape Calculations

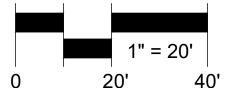
| COL> | Α | В | С | D | E | FRONT / | GROUND | Н | | J | K | L | М | N |
|------|---------|--------|--------|---------|--------------|---------|--------|--------|-------|--------|-------------|-------|-------------|--------|
| ROW | | | | LNDSC / | FRONT | FRONT / | LIVE | LIVE / | LIVE | LIVE / | TREES | TREES | SHRUBS | SHRUBS |
| 1 | LOT | LOT | LNDSC | LOT | YARD | LNDSC | GROUND | LNDSC | GC | FRONT | REQ'D | SHOWN | REQ'D | SHOWN |
| 2 | NUMBER | AREA | AREA | AREA | LNDSC | AREA | COVER | AREA | FRONT | LNDSC | (1/2000 SF) | (EA) | (2/3000 SF) | (EA) |
| 3 | | (SF) | (SF) | (%) | (SF) | (%) | (SF) | (%) | (SF) | (%) | | | | |
| 4 | LOT 1 | 2,671 | 1,824 | 68% | 1,503 | 82% | 0 | 0% | 357 | 24% | 2 | 2 | 2 | 14 |
| 5 | LOT 2 | 2,249 | 1,145 | 51% | 358 | 31% | 555 | 48% | 89 | 25% | 2 | 2 | 2 | 2 |
| 6 | LOT 3 | 2,249 | 1,201 | 53% | 539 | 45% | 523 | 44% | 61 | 11% | 2 | 2 | 2 | 3 |
| 7 | LOT 4 | 3,386 | 2,071 | 61% | 537 | 26% | 204 | 10% | 274 | 51% | 2 | 2 | 3 | 14 |
| 8 | LOT 5 | 3,576 | 1,847 | 52% | 499 | 27% | 615 | 33% | 117 | 23% | 2 | 2 | 3 | 6 |
| 9 | LOT 6 | 3,577 | 1,683 | 47% | 299 | 18% | 530 | 31% | 92 | 31% | 2 | 1 | 3 | 3 |
| 10 | LOT 7 | 3,577 | 1,846 | 52% | 499 | 27% | 615 | 33% | 80 | 16% | 2 | 2 | 3 | 4 |
| 11 | LOT 8 | 3,577 | 1,668 | 47% | 299 | 18% | 530 | 32% | 94 | 31% | 2 | 2 | 3 | 4 |
| 12 | LOT 9 | 3,577 | 1,847 | 52% | 499 | 27% | 615 | 33% | 77 | 15% | 2 | 2 | 3 | 4 |
| 13 | LOT 10 | 3,575 | 1,681 | 47% | 299 | 18% | 530 | 32% | 73 | 24% | 2 | 2 | 3 | 6 |
| 14 | LOT 11 | 2,318 | 1,319 | 57% | 1,141 | 87% | 0 | 0% | 295 | 26% | 2 | 3 | 2 | 13 |
| 15 | LOT 12 | 1,991 | 884 | 44% | 318 | 36% | 366 | 41% | 59 | 19% | 1 | 1 | 2 | 2 |
| 16 | LOT 13 | 1,989 | 937 | 47% | 475 | 51% | 392 | 42% | 41 | 9% | 1 | 1 | 2 | 4 |
| 17 | LOT 14 | 2,454 | 1,239 | 50% | 346 | 28% | 465 | 38% | 58 | 17% | 2 | 2 | 2 | 6 |
| 18 | TRACT A | 1,811 | 1,796 | 99% | 336 | 19% | 0 | 0% | 0 | 0% | 1 | 1 | 2 | 1 |
| 19 | TOTAL: | 42,577 | 22,988 | 54% | 7,947 | 35% | 5,940 | 26% | 1,767 | 22% | 27 | 27 | 37 | 86 |

Revisions:

Sheet Tit

Landscape Area Plan





Irrigation Notes

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

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

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

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

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

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

7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURER'S RECOMMENDATIONS.

8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS SPECIFICATIONS.

9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL

10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION CARBIDE RESIN.

11. MAINTENANCE CONSIDERATIONS: A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND

NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.

WHERE ROCKY TERRAIN IS ENCOUNTERED.

CONTINUE AS NEEDED AFTER SIX (6) MONTHS. B. VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS. C. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS

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

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

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

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

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

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

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

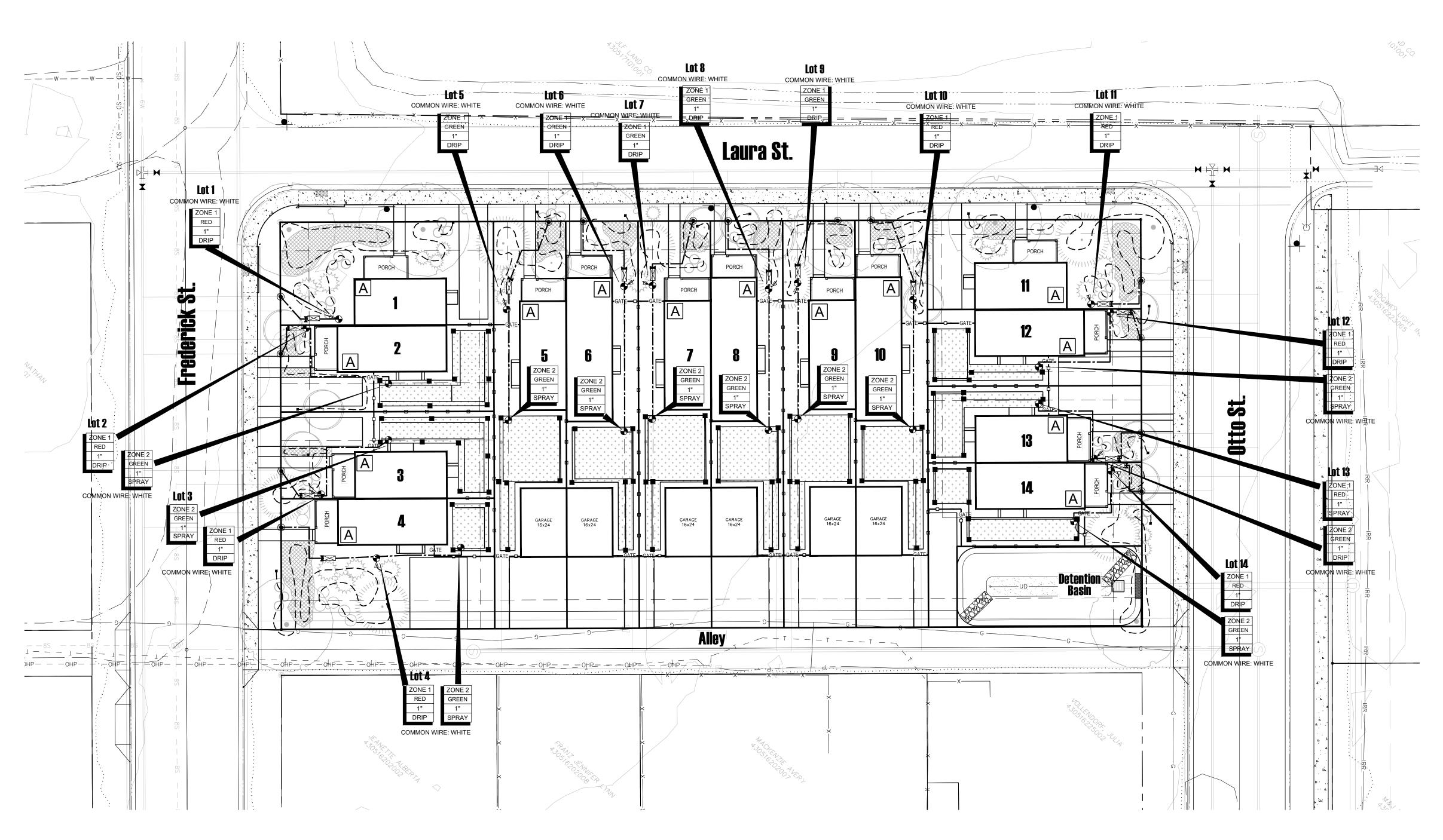
19. RECORD ALL CHANGES ON A REDLINED PLAN AND SUBMIT TO THE OWNER & LANDSCAPE ARCHITECT FOLLOWING CONSTRUCTION.

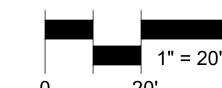
Reduced Pressure Backflow Assembly (RPBA)

ONLY ONE RPBA IS REQUIRED TO SERVE THE WHOLE SYSTEM; CONTROL VALVES CAN BE LOCATED

- DOWNSTREAM OF (AFTER) THE RPBA. RPBAS MUST BE INSTALLED A MINIMUM OF 12" ABOVE GROUND LEVEL.
- RPBAS MUST BE TESTED BY A STATE CERTIFIED BACKFLOW PREVENTER TESTER AT THE TIME OF INSTALLATION, ANNUALLY, AND WHEN MOVED OR REPAIRED.
- IN AN RPBA-EQUIPPED SYSTEM, FERTILIZER AND OTHER AGRICULTURAL CHEMICALS MAY BE INTRODUCED DOWNSTREAM OF (AFTER) THE RPBA (FOR IRRIGATION SYSTEMS ONLY).

RPBA MAXIMUM DESIGN FLOW FOR RESIDENTIAL SYSTEMS ON A 3/4 INCH SERVICE AND METER SHOULD NOT EXCEED 15 GALLONS PER MINUTE (GPM). HIGHER FLOWS CAN DAMAGE THE METER. ALL DEVICES SHOULD BE INSTALLED IN A MANNER THAT ALLOWS ADEQUATE CLEARANCE FOR TESTING AND REPAIRS. BEFORE INSTALLING A NEW SPRINKLER SYSTEM THAT WILL USE DOMESTIC WATER, THE OWNER OR OWNER'S REPRESENTATIVE IS REQUIRED TO GET A BUILDING PERMIT FROM THE LOCAL BUILDING DEPARTMENT.





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Yellow Brick Lane Townhomes Ridgway, Colorado

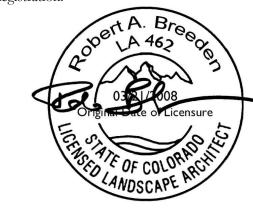


www.ruralhomes.co David Bruce, Project Lead C: 603 203 1342 E:david@telluridefoundation.or

Landscape Architect:



: 970.210.2155 Email: rb@nviz.biz Web: www.nviz.biz





DK.GRN

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

VALVE SIZE TYPE OF IRRIGATION

WIRE COLOR

POINT OF CONNECTION

REDUCED PRESSURE BACKFLOW ASSEMBLY FEBCO 860 RPZ BACKFLOW PREVENTER 1"

ELECTRIC REMOTE CONTROL VALVE

WYE STRAINER FOR DRIP ZONES

FPT | FE860-075

PVC BALL VALVE

1" PRESSURIZED MAINLINE PIPe (PVC SCHEDULE 40 PIPE OR PE)

LATERAL PIPE SIZE (PVC SCHEDULE 40 PIPE)

1/2" DRIP LINE AND EMITTERS (PE PIPE AND MICROLINE WITH PRESSURE COMPENSATING MODULES OR APPVD.

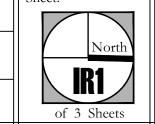
EQUAL.-ENDCAPS AS NECESSARY)

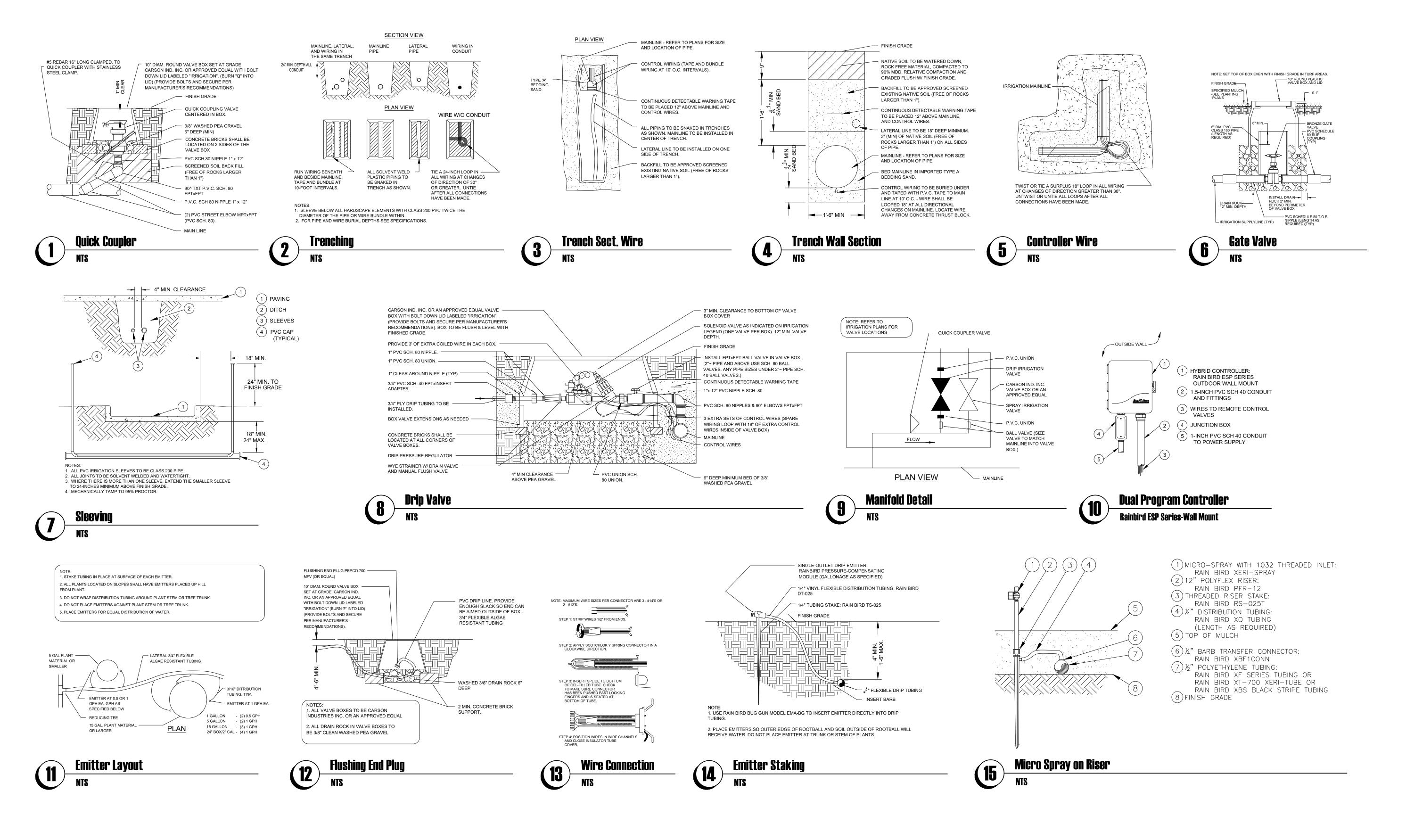
RAINBIRD 1800 6" POP-UP SPRAY HEAD (MODEL 1806-15-VAN) USE VARIABLE ARC NOZZLES FOR ALL

POP-UP HEADS

Irrigation Plan

YBL Ridgway October 14, 2022 1'' = 20'





Yellow Brick Lane Townhomes

Ridgway, Colorado

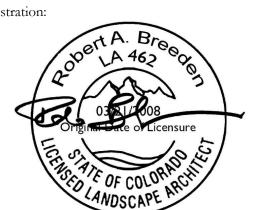


www.ruralhomes.co David Bruce, Project Lead C: 603 203 1342 E:david@telluridefoundation.org

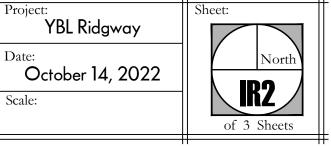
Landscape Architect:

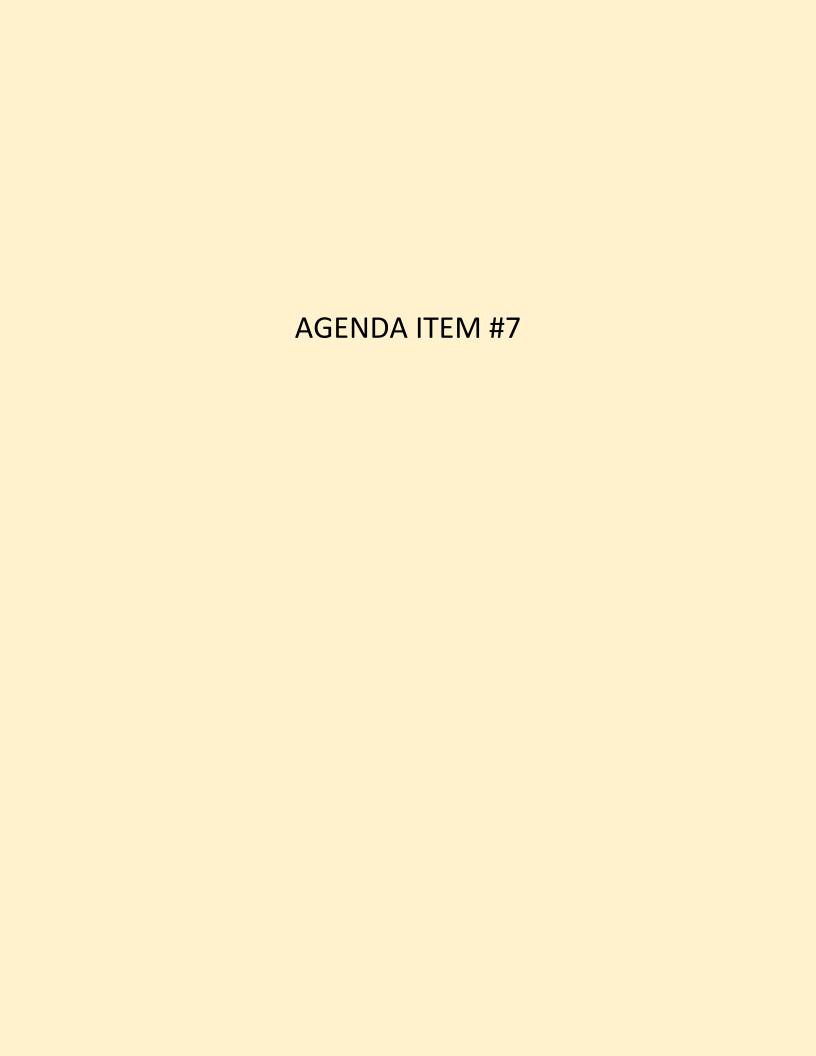


Registration:



Irrigation Details







Building People, Places & Community

To: Honorable Mayor and Town of Ridgway Town Council

Cc: Preston Neill, Ridgway Town Manager

From: TJ Dlubac, AICP, CPS, Contracted Town Planner

Date: October 6, 2023

Subject: Riverfront Village Final PUD and Final Plat for October 11th TC Meeting

APPLICATION INFORMATION

Request: Approval of a Final PUD and Final Plat

Legal: A portion of Lot 1 Triangle Subdivision

Address: N/A

General North of SH62/Sherman Street, west of US550, and east of and

Location: adjacent to the Uncompangre River

Parcel #: 430516215001

Zone District: GC General Commercial District

Current Use: Vacant

Applicant: Tom Kennedy, Law Offices of Thomas G. Kennedy

Owner: Jake Cantor, Alpine Homes – Ridgway LLC

PROJECT REVIEW

BACKGROUND

The lot has been previously platted as Lot 1, Triangle Subdivision in 1992 at Reception #150643. Lot 1 is a total of 8.141acres and include both the east and west sides of the river. A portion of Lot 1 which includes the river and property west of the river was deeded to the Town in 2008 at Reception #196855. Figure 1 depicts the general location of the project site.

The Preliminary Planned Unit Development and Preliminary Plat were approved by the Planning Commission on July 13, 2021 and Town Council on November 10, 2021. Installation of the public improvements began in the Spring of 2022.

This project is being reviewed under the previous Chapter 7 standards and regulations because it was submitted prior to the update being adopted in July 2023.



Figure 1. General Location

REQUEST

This Final Planned Unit Development (PUD) Plan and Final Plat are for a portion of Lot 1, identified as Lot 1R on the plans, containing 4.29 acres. The Owner is requesting a PUD zoning to allow a multi-

Town of Ridgway Riverfront Village PUD October 6, 2023 Page 2 of 11

building, mixed-use development on a portion of Lot 1, Triangle Addition to be known as Riverfront Village PUD.

The project includes a total of 38 residential units and four (4) commercial units. The commercial units total approximately 3,983 square feet of ground-floor commercial area in one (1) mixed-use building. The uses of each building are as follows:

| Building | Commercial Sq. Ft. | Residential DU |
|-------------------|-----------------------|-------------------|
| Building CM | 3,983 | 4 |
| Buildings M1 | | 6 |
| Building M2 | | 8 |
| Building M3 | | 10 |
| Buildings D1 – D5 | | 10 |
| Totals | 3,983sf | 38 |

The project proposes public easements for a park towards the northern end of the property and a multi-use trail along the western edge of the property and along the eastern bank of the Uncompanding River.

The project will include the extension of water and sewer main service lines to the project site, town owned and maintained water and sewer mains within easements within the parcel, a privately owned and maintained internal street network, a master sign plan, and a new access to HWY 550 which will be coordinated with CDOT.

CODE REQUIREMENTS

RMC §7-4-5(C) FINAL PLAT:

(9) The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, <u>based upon compliance with the provisions of these regulations</u>. The Town Council may continue its consideration of the plat until such time as any proposed requirements for approval, are met by the subdivider. Consideration of the matter may also be continued upon the subdividers request. Except as otherwise expressly provided by the Town Council, all other conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved. Unless expressly authorized by the Town Council, the final plat shall not be recorded until all conditions of approval have been met. Following approval by the Town Council and compliance with any conditions of approval, the final plat shall be executed by Town Officials and recorded with the County Clerk and Recorder by the Town Clerk the cost of which shall be advanced by the subdivider.

RMC §7-3-16(B) CRITERIA FOR A PUD

A Planned Unit Development must meet the following conditions for approval:

- (1) It shall be in general conformity with the Town's Master Plan.
- (2) All landowners within the PUD shall consent, in writing, to the PUD.

RMC §7-3-16(E) PROCEDURES:

(1) PUDs shall be reviewed with the same procedures for review of subdivisions as found in Subsection 7-4-5 Subdivision Procedures. A public hearing shall be held on the PUD pursuant to the Review Procedures of Section 7-3-23.



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 3 of 11

(2) Approval of the PUD by the Town is purely discretionary. If the Town and the applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

RMC §7-3-16(F) REQUIRED IMPROVEMENTS AND STANDARDS:

The PUD Plan shall provide for construction of the same improvements required for subdivisions in Subsection 7-4-6 and design standards of subsection 7-4-7.

RMC §7-3-16(G) ADDITIONAL REQUIREMENTS:

The PUD shall also show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths, and other improvements and structures. Where appropriate, parameters, limits, or specifications may be approved in lieu of exact locations, numbers, and sizes.

ANALYSIS

COMPLIANCE WITH COMPREHENSIVE PLAN

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

| Maximum Density / Height | 12 to 18 du/ac; typically, 3 stories or less, but may be taller in some instances | | | | | | |
|--------------------------|--|--|--|--|--|--|--|
| Primary Uses: | Retail stores, professional offices, commercial services, restaurants | | | | | | |
| Supporting Uses | Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations | | | | | | |
| Characteristics | Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists. Developments within these areas are more auto oriented than those found in the Town Core but should still consider the needs of pedestrians and bicyclists in the overall design. Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of a mixed-use development. | | | | | | |



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 4 of 11

The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

Based on the review of the proposed development, the following Comprehensive plan policies and goals appear to be met by the proposed project:

- ENV-2: Strengthen the Uncompanyere River corridor as a community and environmental resource.
- COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.

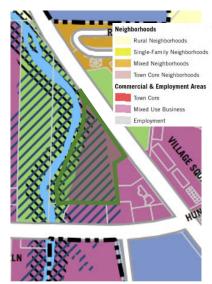


Figure 2. Future Land Use Map

- COM-2: Encourage a diversity of housing options that meet the needs of residents.
- CHR-1: Support vibrant, diverse, save, and well-connected neighborhoods.
- CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.
- CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.
- CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.
- GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and business as the town grows.
- GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.

LAND USES

The applicant is developing a mixed-use development that offers approximately 3,983 square feet of commercial uses and a total of 38 residential dwelling units on the 4.29-acre parcel.

The property is currently zoned GC General Commercial. Section 7-3-11 of the RMC identifies the uses by right and conditional uses permitted in the GC zone district. Section 7-3-16(C)(1) explains that all uses by right and conditional uses may be permitted in a PUD when they are approved as part of the PUD. The Riverfront Village PUD would allow for all uses allowed by right in the GC zone district in addition to the following uses which require conditional approval in the GC zone district:

• (1) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.



Figure 3. Zoning Map



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 5 of 11

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

This is the same list of allowed uses which was proposed and evaluated during the preliminary PUD and preliminary plat. By approving the PUD plan, the requested uses will be allowed by right. The Town Council should evaluate the requested conditional uses against the criteria set forth in Sec. 7-3-19 of RMC when considering the PUD plan. Those criteria are:

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

By approving the proposed PUD plan, the Town Council is also approving the following conditional uses:

- <u>Townhomes:</u> The developer would like to utilize the PUD plan process for the conditional use to allow for townhouses in the GC zone district.
- <u>Two Multifamily buildings greater than 10,000 square feet:</u> The applicant would like to utilize the PUD process for the conditional use of two multi-family buildings greater than 10,000 square feet within the GC zone district. Buildings M2 and M3 are both over 10,000sf and, if the PUD is approved, these buildings would be approved at 14,153sf and 16,506sf, respectively.
- <u>Two Multifamily buildings with a maximum height of 35 feet:</u> The applicant would like to also gain approval for buildings M2 and M3 to exceed the required height of 27' feet to allow a maximum height of 35'. The approximate heights of these buildings are 34'-6" and 34'-4", respectively. This increase of building height is allowed as a conditional use in the underlying GC zone district.

These users were proposed and included in the preliminary plat and PUD approvals of both the Planning Commission and Town Council. As was found by staff's review of the preliminary plat and PUD, these requests still appear to meet the purpose and intent of the project as well as the criteria for conditional uses. Furthermore, the two larger buildings are in the interior portion of the property and are generally screened by buildings within the project to the north and west and existing commercial buildings to the south and east. Also, the two buildings are compatible with the mass and scale of existing buildings on adjacent properties per Sec. 7-3-11(C)(2) of RMC.

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 GC zone district, the following standards apply to all proposed uses:



| Standard | Requirement | Proposed |
|-------------------------|-------------|--|
| Min. Lot Width | 30′ | 300'+ |
| Min. Lot Size | 5,000sf | 187,308sf |
| Max. Lot Coverage | 60% | 60.2% |
| Min. Front Setback | 15′ | Approximately 60' to buildings along US550 |
| Min. Rear Setback | 8′ | 15' |
| Min. Side Setback | 5′ | 11' along the east and 24' along the west |
| Max. Side on Corner Lot | 7.5′ | N/A |
| Structure Height | 27′ | Varies – see table below |

| Standard | Required | СМ | M1 | M2 | <i>M3</i> | D1 | D2 | <i>D3</i> | D4 | D5 | | |
|---|--------------------------------------|----------|------------------------|--------|------------|------------|----------|------------|-------------|----------|--|--|
| Width | 30′ | | 300′ + | | | | | | | | | |
| Size | 5,000 | | 186,872.4sf (4.29ac) | | | | | | | | | |
| Lot Coverage | 60% | Bldg. (3 | 35,085.66sf | + Hard | scape (77, | ,488.34sf) | = 112,57 | 3.34/186,8 | 372.4sf = 0 | 50.2% | | |
| Front Setback | 15′ | 60′ | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | |
| Rear Setback | 8′ | N/A | N/A | N/A | 62'+ | N/A | N/A | N/A | N/A | 15′ | | |
| Side Setback | 8′ | 75′ | 24′ | 11' | 31′ | 20′ | 20′ | 19′ | 19′ | 28′ | | |
| Max. Bldg. Height Allowed | 27' (35' w/CU) | 27′ | 27′ | 35′ | 35′ | 27′ | 27′ | 27′ | 27′ | 27′ | | |
| Approx. Actual Bldg. He | Approx. Actual Bldg. Height Proposed | | | 34'-6" | 34'-4" | 25'-7" | 24′-10″ | 24'-7" | 25'-2" | 24'-1" | | |
| Actual building height shall be provided with building permit plans and shall be in compliance with the provisions of the maximum building height allowed by these PUD standards. | | | | | | | | | | | | |
| High-Water Mark Setback | 75′ | N/A | A: 30'-5" B: 30'-8" | N/A | N/A | 40′-8″ | 116′-7″ | 133′ | 171′-6″ | 164'-10" | | |

High-Water Mark Setback distance to buildings M1 and D1: Development between 25' and 75' from
the high-water mark shall be reviewed pursuant to a Conditional Use review (Sec. 7-3-14(E)(1) of
RMC. The Town Council should consider these criteria when evaluating the two buildings (M1 and
D1) located less than 75' from the high-water mark of the Uncompanger River.

The site plan submitted with the final plat and PUD is consistent with what was presented at the preliminary plat and PUD including the location of buildings M1 and D1.

• <u>Maximum building height</u>: Midpoints of all building roofs were added to each building elevation on plan sheets. In the GC zone district, a maximum height of 27' is permitted. The allowed height may be increased to 35' following Conditional Use approval. The PUD requests increased heights for buildings M2 and M3 to 35' (See maximum building height allowed row in table above).

The site plan submitted with the final plat and PUD is consistent with what was presented at the preliminary plat and PUD including the proposed heights of buildings M2 and M3.

RESIDENTIAL USES

As noted above, there are 38 total residential units proposed in this development for a total residential density of 8.8 units per acre. The residential units are proposed in a mix of structure types from attached duplex units, to townhomes, and multi-family buildings. Adequate parking is provided for the residential uses with covered and uncovered options as well as private garages.



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 7 of 11

Note 5 of the Final PUD and Plat (Attachment 3) states that short-term rentals will be limited to townhouse units only and must be in compliance with applicable Town of Ridgway Municipal Code requirements. As explained in the overall site plan (Attachment 4), the only townhouse units are buildings D1-D5. Therefore, short-term rentals would be limited to 10 total units on the property.

In short, the proposed final plat and PUD is consistent with the previously approved preliminary plat and PUD related to residential uses.

COMMERCIAL USES

The only building currently providing commercial uses for the entire development is in building CM. 3,983 square feet of "ground floor retail commercial" is proposed. This building is located along the eastern portion of the property and is laid out parallel to US550. There are no additional provisions limiting or identifying the allowed uses and this term is quite general.

The uses that would be allowed are all of those allowed within the GC zone district as permitted by this PUD. While a conservative parking requirement standard was applied to the commercial portions of this project, at such time an end user is known, the parking requirements will need to be assessed to ensure adequate parking ins provided based on that particular use. This will be evaluated through the building permit process.

In short, the proposed final plat and PUD is consistent with the previously approved preliminary plat and PUD related to commercial uses.

PUBLIC ACCESS AREAS

Approximately 11.8% of the project area is slated as public use area. This area includes the river trail, river park, commercial plaza, and the sidewalk from the river to the CM building. This is consistent with the development as proposed as part of the preliminary plat and PUD.

<u>Public Easements:</u> As was proposed during the preliminary plat and PUD, the developer will be keeping ownership of both the park and the trail and a public easement would be dedicated was the preferred method.

<u>Park:</u> The developer proposes a shelter to be installed at the park and will be responsible for installing and maintaining all improvements. The park is intended to be for passive use. This would include landscaping, shelters, and minimum improvements and will not include any recreational programming. The developer would like this to remain a quiet and relaxing amenity where residents of the project and the general public can enjoy the natural beauty of this location.

<u>Pedestrian Connection:</u> To address the needed connection between HWY 550 and the river trail, the property will include a public access easement along the southern property line and the emergency access easement to provide a public connection through the property that is not invasive on the future residents. This is depicted as an 8' pedestrian easement on Sheet 2 of the final plat and PUD.

PARKING

A rate of 1 space per 250 square feet was used to calculate the required parking for building CM. This is consistent with the general retail parking requirements. If a more intense use such as a restaurant or convenience store go into the CM building, there may be additional parking required. The RMC requires 1 space per multi-family dwelling unit and 2 spaces per single family and duplex uses. Based on these calculations, the project requires 64 parking spaces and 98 total spaces are provided.

A total of 42 surface parking spaces are provided on the site. These are adequate for the needs of Building CM and additional guest parking for the residential units. Each residential building provides private parking spaces for each unit. The table below depicts the required and provided parking spaces.



Each parking space is 9'x20' in size, exceeding the required 8'x20' minimum size.

| Standard | СМ | M1 | M2 | M3 | D1 - D5 | Totals |
|-----------------------------|--------------------|----|----|----|---------|--------|
| Commercial Use | 1sp/250sf = 16 sps | | | | | |
| Residential Use | 4 | 6 | 8 | 10 | 2ea | |
| Total Required: | 20 | 6 | 8 | 10 | 20 | 64 |
| Provided: | 24 | 10 | 16 | 18 | 20 | |
| Additional Guest Spaces: | 0 | 2 | 4 | 4 | | |
| Total provided: | 24 | 12 | 20 | 22 | 20 | 98 |

ACCESS & INTERNAL CIRCULATION

<u>HWY550:</u> The primary access point for this project will be a new access along US550 north of the current access point. This will serve as access to the commercial uses, the 38 residential units, and be the primary access point for Lot 2, Triangle Subdivision which is the parcel south of and adjacent to this project adjacent to US550. The existing and proposed access easements have been clarified throughout the plat and provide adequate access to Lot 2.

<u>Emergency Access</u>. There is a secondary access point to US550 in the area of the current dirt access. This will be an emergency access only and will have a breakaway barrier installed. During the preliminary plat and PUD discussion, the Planning Commission requested that an emergency access easement be added to allow egress to the east of Alpine Loop. This has been shown on the plat, however, since it is on property not included as part of the plat, it must be dedicated by separate instrument. That easement needs to be recorded, and the reception number added to the final plat, prior to recording the final plat and PUD. This has been added as a recommended staff condition #1.

<u>Internal Circulation</u>: All internal roadways are privately owned and maintained. The internal roadways are identified as a minimum of 24' which appears to be adequate for residential use. A 15' emergency access easement and gravel access road is provided along the south and east sides of Building M3.

<u>Access Road:</u> An access road, named Jasper Lane, is provided at a 24' width to provide access off of HWY 550 to Riverfront Drive (the residential area of the project) as well as extending further to the southeast to provide access to parking for the CM building and, eventually, to Lot 2 to the south of this project. The Town had brought up questions about the width of this drive aisle explaining that pursuant to Sec. 7-4-7(C)(13), a Marginal Access Street should be 40' wide during the preliminary plan and PUD review. In response to this, the applicant provided written explanation of the proposal. The proposed parking lot and access road were approved, as submitted, during the preliminary plat and PUD process and the final plat and PUD submittal are consistent with that proposal.

<u>Alley's:</u> Sec. 7-4-7(C) requires alleys in commercial areas unless the requirement is waived by the Planning Commission and Town Council. In response to this request, the applicant provided the following:

The commercial building CM at 3,983 sf has been designed with an interior rear access corridor for the tenant spaces accessed at the southeast corner of the building directly connected to a service area within the parking lot. This approach reduces more paving and separates access to the housing units above.

Upon review and evaluation of this standard in the context of this project, staff is amenable to the waiver request and if the Planning Commission and Town Council choose to approve the proposed PUD plan, this waiver would be effectively approved as well.



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 9 of 11

These are all consistent with the proposal as approved by the preliminary plat and PUD.

UTILITIES

<u>Water Service</u>: Water service will be obtained by connecting to an existing 8" water line south of the property. The 8" line loops through the parcel within the roadways and easements and serves the residential units and commercial buildings.

<u>Sewer Service</u>: Sewer service will be obtained by connecting to an existing 15" main line south of the property. The 15" sewer main is being extended along the southern property line to serve the development and future growth on the east side of US550. There are also 8" sewer mains proposed to serve the development.

There are portions of the sewer system that the Town has not accepted because they were not installed to Town specification. These include all service lines, including the wye, and the portion of the sewer main line between MH O-1-D to MH O-1-D-6 (Run A), MH O-1-D-3 to MH O-1-D-7 (Run B), and MH O-1-D-4 to MH O-1-D-8 (Run C), as depicted in Figure 4. Note #15 addresses the service lines and a recommended condition has been added requiring a plat note be added stating that the developer, or their assigns, shall be responsible for the ownership, maintenance, and repair of the portion of the sewer line between MH O-1-D to MH O-1-D-6 (Run A), MH O-1-D-3 to MH O-1-D-7 (Run B), and MH O-1-D-4 to MH O-1-D-8 (Run C).

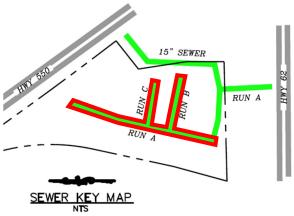


Figure 4. Sewer O&M Map

Town Staff is recommending the inclusion of a condition (Condition #2) to address the ownership, maintenance, and repair of the main lines which have not been accepted by the Town. As included in Condition #2, this is anticipated to address the following:

- Clarification of what entity is responsible for the maintenance in order to inform future homeowners and residents;
- The Town's ability to inspect the sewer lines at any time; and
- If the Town finds that the lines are not being satisfactorily maintained, the Town may make necessary repairs and/or conduct necessary maintenance operations and charge the responsible party for those costs.

ARCHITECTURE AND DESIGN

The architectural design being proposed with the final plat and PUD are consistent with the elevations reviewed and approved with the preliminary plan and PUD.

LANDSCAPING & ILLUMINATION

The landscaping plan being proposed with the final plat and PUD are consistent with the plan reviewed and approved with the preliminary plan and PUD.

MASTER SIGN PLAN

The master signage plan being proposed with the final plat and PUD are consistent with the plan reviewed and approved with the preliminary plan and PUD.



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 - FINAL PLAT & PUD PLAN

Following a public hearing on August 29, 2023, the Town of Ridgway Planning Commission recommended approval of the Final Plat and Final PUD Plan application to the Town Council with the following conditions:

- 1. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, an emergency access easement and utility easement, as depicted on the Final Plat, shall be recorded on Lot 2 Triangle Subdivision.
- Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, a note shall be added to the Final Plat stating that the portions of the sewer line the Developer will continue to own, maintain, and repair which has been approved by the Town Staff.
- 3. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards.
- 4. The Subdivision Improvement Agreement be approved by the Town Council.

STAFF RECOMMENDATION - FINAL PLAT & PUD PLAN

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Town Council approve the Final Plat and Final PUD Plan for Riverfront Village PUD Subdivision application with the following conditions:

- 1. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, an emergency access easement and utility easement, as depicted on the Final Plat, shall be recorded on Lot 2 Triangle Subdivision.
- 2. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, a note shall be added to the Final Plat stating that the portions of the sewer line the Developer will continue to own, maintain, and repair which has been approved by the Town Staff.
- 3. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards.
- 4. The Subdivision Improvement Agreement be approved by the Town Council.

RECOMMENDED MOTIONS - FINAL PLAT & PUD PLAN



Town of Ridgway Riverfront Village PUD October 6, 2023 Page 11 of 11

"I move to approve the Final Plat and Final PUD for Riverfront Village PUD Subdivision finding that the criteria set forth in Section 7-4-5(C)(9) of the RMC have been met and with the following conditions:

- 1. Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, an emergency access easement and utility easement, as depicted on the Final Plat, shall be recorded on Lot 2 Triangle Subdivision.
- Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's Office, a note shall be added to the Final Plat stating that the portions of the sewer line the Developer will continue to own, maintain, and repair which has been approved by the Town Staff.
- Prior to the Town recording the Final Plat and PUD with the Ouray County Clerk and Recorder's
 Office, all clerical, grammatic, technical, and procedural non-material amendments to application
 materials be made as necessary to ensure the ability to enforce and administer the provisions
 pursuant to the Ridgway Municipal Code standards.
- 4. The Subdivision Improvement Agreement be approved by the Town Council.

Alternative Motion:

I move to deny the Final Plat and Final PUD for Riverfront Village PUD Subdivision finding that the criteria set forth in Section 7-4-5(C)(9) of the RMC have not been met."

Motion shall specify standard(s) not being met.

ATTACHMENTS

- 1. Application
- 2. Project Narrative
- 3. Riverfront Village Final Plat & PUD
- 4. Site Plan
- 5. Landscape & Illumination Plan Set
- 6. Building Elevations
- 7. Master Sign Plan
- 8. As-Builts





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TOWN OF RIDGWAY, COLORADO

| ACKNOWLEDGMENT OF FEES AND COSTS |
|--|
| TK Law Of (Ice ("Applicant") and Application, or seeking Town ("Owner") do hereby acknowledge that with the filling 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 4 day of . August, 2003. |
| APPLICANT: By: |
| Thomas Kennedy, authorized signer |

PROPERTY OWNER:

(print name)

authorized signer ر

(print name)



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|--|--|---|--|
| TOWN HALL PO Box 10 I | 201 N. Railroad | Street 1 Ridgway, Colorado 81432 | 1 970.626.5308 1 www.town.ridgway.co.us |
| Planning Commission | Hearing R | equest | Official Use Only Receipt # Date Received: Initials: |
| General Information | | | |
| Applicant Name G. Kennely Landing Address Box 3081, Tellur! Phone Number (970) 728 - 2424 | Ernall + | ometklaw. net | Application Date |
| Owner Name Alpine Homes - Ridgw Phone Number (813) 403 - 9646 Address of Property for Hearing Lot 18, Triansle Subdivis Zoning District GC (General Commercial) | ion, Rilsu | | liability Company Sake com Conte |
| Brief Description of Requested Action Final Platting - See No | | | |
| Action Requested and Required Fee P | mahla ta the Ta | over at Didentil | |
| Temporary Use Permit per 7-3-18(C) Conditional Use per 7-3-19 Change in Nonconforming Use per 7-3-20 Variances & Appeals per 7-3-21 | \$150.00 \$250.00 \$150.00 \$250.00 \$250.00 \$250.00 | Subdivisions per 7-4 unless noted Sketch Plan Preliminary Plat Preliminary Plat resubmittal | \$300.00 (+ \$10.00/lot or unit) \$1,500.00 (+ \$25.00/lot or unit) \$750.00 (+ \$25.00/lot or unit) |

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.

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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 Commission 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 |
| The state of the s |
| participating in your hearing. Please contact staff with any questions. |
| Applicant Signature 8/4/23 |
| Applicant Signature Date |
| In the 8/2/2023 |
| Owner Signature Date |



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| | Official Use Only |
|---|--|
| Authorization of Agent | Date Received: Initials: |
| Owner(s) Information | |
| Name(s) Alpine Homes-Ridgway, LLC | Date July 24, 2023 |
| Phone (813)403-9646 Email jake@cantorpartners.com | tners.com |
| Property Information | |
| Property Street Address TBD Hwy#550, Ridgway, CO 81435 | |
| Property Legal Address: Subdivision Triangle Subdivision | Block Lot 1R |
| Authorized Agent Information | |
| Name Thomas G. Kennedy and James Kehoe | |
| Phone 970-728-2424 Email tom@tklaw.net Permits Applicable | |
| ☐ Building ☑Subdivision ☐ Land Use Hearing ☐ Encroachment | Other: |
| 7 | والمتدادة المتدادة ال |
| I/We, the undersigned owner/s of the above described real property located in the Town of Nugway, colorado, nereby authorize; | vn of klogway, colorado, nereby authorize: |
| Thomas G. Kennedy and James Kehoe | |
| Name of Authorized Agent | |
| to act in my/our behalf in applying for the above permits from the Town of Ridgway, as required by existing Town of Ridgway regulations pertaining to zoning, building, encroachment, excavation, and/or utilities. | equired by existing Town of Ridgway regulations |
| | 8/2/2022 |
| | Oate |
| Property Owner of Record | Cate |
| Property Owner of Record | Date |
| Property Owner of Record | Date |
| | |

NARRATIVE FOR FINAL SUBDIVISION PLAT AND PUD REVIEW FOR THE RIVERFRONT VILLAGE PUD/SUBDIVISION

Date: August 4, 2023

Ownership and Description of Property.

Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("Owner") is the current, fee title owner of certain property described as Lot 1R, Triangle Subdivision, Town of Ridgway, Ouray County, Colorado and is more particularly described on attached **Exhibit "A"** ("Subject Property"). The Subject Property is located on State Hwy #550. CDOT has issued an access permit for the Subject Property, which is sufficient to accommodate access for the development contemplated in the Project. The Subject Property is classified in the General Commercial Zone.

A copy of a current title policy showing the vesting of title to the Subject Property in the name of the applicant and a listing of all liens, encumbrances, agreements, easements and other exceptions is attached **Exhibit "B".** There are no holders of mortgages or deeds of trust whose consent is required to enable Applicant to process this Application. Based upon its review of the Title Policy, the Applicant has determined that there does not appear to be any severed mineral rights that are associated with the Subject Property.

The Subject Property is a generally triangle shaped parcel containing approximately 4.30 acres and is included within the incorporated boundaries of the Town of Ridgway. The Subject Property is depicted on the Final Plat copies of which are being submitted with the Application and this Narrative. The Subject Property is currently being improved with onsite and offsite infrastructure improvements consistent with prior reviews and approvals by the Town. The Subject Property is adjacent to and fronts on Highway #550, which is located to the east. The western boundary of the Subject Property sits above and to the east of the Uncompahgre River and is generally situated above the highwater mark of the Uncompahgre River. The Subject Property extends to point to the northerly extent of the parcel and adjoins Lot 2, Triangle Subdivision to the south.

Information about the Applicant and Owner

Name of Applicant: Law Offices of Thomas G. Kennedy

Address: PO Box 3081, Telluride CO 81435

Phone: (970)728-2424 Email: tom@tklaw.net

Name of Owner: Alpine Homes-Ridgway, LLC, a Colorado limited liability company c/o Jake Cantor

Address: 300 W. Colorado Ave, Suite 200B, Telluride CO 81435

Phone: (813)403-9646

Email: jake@cantorpartners.com

Summary of Application.

Applicant is submitting its application for Final Subdivision Plat and PUD Review For The Riverfront Village PUD/Subdivision ("Application") by the Town of Ridgway ("Town"), which is being compiled and will be reviewed in accordance with applicable provisions of the Ridgway Municipal Code ("Code"). The Application is for a certain mixed use development project referred to as The Riverfront Village PUD/Subdivision ("Project"). The development encompasses 4.29 acres of land. The Preliminary Subdivision and PUD was previously reviewed by the Ridgway Planning Commission and the Ridgway Town Council on November 10, 2021 as provided for in the Code. The Application is being submitted and reviewed in accordance with Section 7-4-5(C) of the Ridgway Municipal Code. Applicant requests that the Town schedule the Application (described below) for appropriate review and action at a duly noticed public meeting.

Summary of the Project

The development encompasses 4.29 acres of land and is broken down into the following uses:

| Lot Area Calculations | Proposed Area |
|-----------------------|---------------|
| Site Area | 186,872.40 sf |
| Building | 35,085.66 sf |
| Hardscape | 72,592.84 sf |
| Landscape | 79,193.90 sf |
| Totals | |

NOTE: Public Use Area: 11.8% of total lot area (includes river trail, park, commercial plaza and sidewalk between park and commercial

The project includes a total of 13 buildings located on Lot 1R. In approving the Preliminary PUD/Subdivision approval, the Town approved a total of 38 residential dwelling units, of which 4 are being deed restricted for employee housing and 3,983sf of commercial space. The buildings and associated uses are shown as follows:

| Building | Commercial Sq Ft | Residential DU | Parking Spaces |
|-----------------------|------------------|----------------|---------------------------------|
| Building CM | 3,983sf | 4 du's | 32 total |
| | | | 24 commercial |
| | | | 8 residential |
| Buildings M1, A and B | | 6 du's | 12 |
| Buildings M2 | | 8 du's | 20 (including 4 visitor spaces) |
| | | | |
| Buildings M3 | | 10 du's | 22 (including 4 visitor spaces) |
| | | | |
| Buildings D1-D5 | | 10 du's | 20 |
| | | | |
| Totals | 3,983sf | 38 du's | 42 |

At such time that the buildings and related site improvements have been completed, the Owner will cause a condominium map/plat to be prepared establishing the dimensions of a particular building and units and common elements integrated into the building, the map/plat will also show parcel associated with the building as well as the related site improvements associated with the building.

Compliance with Code

In furtherance of the Town's submission and review standards provided for in Section 7-4-5(C) of the Code, the Applicant states as follows:

- 1. A copy of the Final Plat is attached **Exhibit "C"**. The Final Plat is substantially consistent with the approved Preliminary Plat. There are not any alterations to any lot lines, easements and rights of way which do not have consequential impact to the Project; neither is there any change to the number of lots or density within the Final Plat.
- 2. Applicant is submitting three 22" × 34" copies and one electronic copy of the Final Plat and one paper copy and one electronic copy of all supporting documents.
- 3. The Final Plat shall comply with the requirements for the preliminary plat, except as modified by this Subsection, and shall include the following additional information:
 - a. The Final Plat includes a legal description of the subdivision and sufficient data to determine easily and reproduce on the ground the location, bearing and length of every street line,

boundary line, block line, lot line, and building line, whether curved or straight, including the radius, central angle and tangent distance for the center line of curved streets. Other curved lines shall show arc or chord distance and radius. All dimensions shall be to the nearest 100th of a foot and all angles to the nearest minute. The Final Plat meets all statutory requirements.

- b. The Final Plat indicates the total acreage of public streets and alleys, designation of easements, streets, alleys and other property dedicated for public use.
- c. The Final Plat designates Lot and block numbers and lot areas. **NOTE**: The Subject Property is being platted as one lot, namely Lot 1R and is being subjected to certain governing documents compliant with the Colorado Common Interest Ownership Act for the purpose of creating a common interest community under the name and style of "Riverfront Village, a Planned Community" ("Community"). A copy of the Declaration is attached hereto. As noted above, a CCIOA map/plat will be prepared and recorded when building and site improvements have been completed.
- d. The Final Plat incorporates a vicinity map.
- e. The Final Plat and accompanying plans shall be drawn to a scale of not less than one-inch equals 100 feet.
- 4. The Final Plat incorporates the following Certificates in a format approved by the Town including:
 - a. Certificates of approval for the Planning Commission and Town Council, and Town Attorney;
 - A certificate of ownership and dedication notarized and executed by all surface owners, and lien holders' certificates joining in the dedications, subdivision improvements agreement and subdivision. NOTE: The Subject Property is not encumbered by any loans, liens or encumbrances.
 - c. The location of all monuments and a certificate of a registered land surveyor attesting to the accuracy of the survey, plat and placement of monuments in compliance with state law and these regulations;
 - d. A certificate of an attorney that the title to the property is in the name of those parties executing the certificate of ownership and dedication and that the property dedicated is free and clear of all liens and encumbrances;
 - e. A certificate of a licensed professional engineer that the water, sewer, fire protection, drainage systems, and streets have been designed in accordance with all applicable requirements of Town specifications and standards, and constructed in accordance with plans approved by the Town;
 - f. A certificate of recording to be executed by the County Clerk and Recorder;
 - g. A certificate of completed improvements;
- 5. The Final Plat continues to incorporate the Platnotes that were shown on the Preliminary Plat and approved by the Town. In addition, the following Platnotes are being shown on the Final Plat:
 - a. A platnote requiring that all outdoor lighting fixtures to comply with Town regulations;
 - b. A platnote indicating the maximum number of residential units within the subdivision pursuant to subsection 3-4-1(D);

- 6. The following documents/materials, updated in accordance with requirements and conditions of preliminary plat approval, shall be submitted with the Final Plat:
 - a. As-built plans containing information as required by the Town specifications and regulations, for water, sewer, electricity, gas, telephone and drainage systems, along with any other available as built plans. "As-built" plans for any other required improvements not completed at the time the final plat is submitted shall be submitted, reviewed and approved by the Town prior to final acceptance of the improvements by the Town.
 - b. A draft subdivision improvements agreement on a form provided by the Town including all improvements required for the subdivision whether completed or not. **NOTE:** A draft SIA is attached hereto for certain public infrastructure improvements which the Town, with the prior approval of the Town Council, had authorized be completed following the recordation of the Final Plat.
 - c. A copy of any restrictive covenants, condominium declarations, and articles of incorporation and by-laws of any owners' association applicable to the subdivision or lots therein. NOTE:
 Copy of the Declaration for the Riverfront Village, a Planned Community and a copy of the Articles of Incorporation and Bylaws of the Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation
 - d. 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 C.R.S. 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 C.R.S. 24-6-402(7). **NOTE**: The Applicant is the owner of fee title to the Subject Property, including all mineral estate interests, as such, no additional noticing is required.
 - e. Payments of all amounts billed by the Town and due to date pursuant to subsection 7-4-12(B).
 - f. A list of proposed uses for each lot consistent with Town zoning regulations.
 - The residential dwelling units will be used for residential purposes The commercial units will be allowed for uses authorized by the Code.
 - g. Applications for water and sewer taps adequate to serve the proposed use for each lot on the final plat, provided however, this shall not apply to subdivisions for which tap prepayment agreements have been approved prior to September 15, 1992.

Respectfully Submitted

OWNER

Alpine Homes-Ridgway, LLC, a Colorado limited liability company

Touce

Jake Cantor

APPLICANT

Law Offices of Thomas G. Kennedy

By:

Exhibit "A" (Description of Subject Property)

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254, TOWN OF RIDGWAY

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;

THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;

THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43. 57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

Exhibit "B" (Title Work)

Old Republic National Title Insurance Company Schedule A

Order Number: OUC85009338

Property Address:

TBD HIGHWAY 550, RIDGWAY, CO 81432

1. Effective Date:

06/05/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254;

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;

THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;

THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43. 57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING.

ALL IN THE TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

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Old Republic National Title Insurance Company Schedule B, Part I (Requirements)

Order Number: OUC85009338

All of the following Requirements must be met:

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

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

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

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

The following will be required should the Company be requested to issue a future commitment to insure:

 RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 19, 2019 UNDER RECEPTION NO. 224431 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOEL A. CANTOR AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

Order Number: OUC85009338

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
 public records or attaching subsequent to the effective date hereof but prior to the date of the proposed
 insured acquires of record for value the estate or interest or mortgage thereon covered by this
 Commitment.
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAGE 508.
- 9. SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 1980 UNDER RECEPTION NO. 127944 AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN BOOK 194 AT PAGE 343.
- 10. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATIONS, INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE 791.
- 11. TERMS AND CONDITIONS OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT BETWEEN H. DARYL QUANDT AND PATRICIA KATHLEEN QUANDT AND THE TOWN OF RIDGWAY RECORDED APRIL 22, 1992 IN BOOK 222 AT PAGE 95.
- 12. NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORDED PLATS FILED APRIL 22, 1992 UNDER RECEPTION NO. <u>150643</u>, RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. <u>158254</u> AND RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. <u>158652</u>.
- 13. SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE 145.

Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

Order Number: OUC85009338

- 14. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN RIDGWAY HOT SPRINGS, LLC AND TELLURIDE REAL ESTATE COMPANY, LLC, RECORDED JUNE 11, 2007 UNDER RECEPTION NO. 195143 AND AMENDMENT/CLARIFICATION TO EASEMENT AGREEMENT RECORDED JULY 13, 2009 UNDER RECEPTION NO. 201106, AS AFFECTED BY PARTIAL TERMINATION OF EASEMENT AGREEMENT RECORDED DECEMBER 23, 2019 UNDER RECEPTION NO. 224462.
- 15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. 233547.
- 16. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.
- 17. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF UNCOMPAHGRE RIVER.
- 18. MATTERS DISCLOSED ON IMPROVEMENT SURVEY ISSUED BY ORION SURVEYING CERTIFIED DECEMBER 12, 2019, PROJECT NO. 18079. STORED IN OUR RECORDS AS IMAGE 20049484.

FINAL PLAT OF:

RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE E½SE¼NW¼ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254.

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88'35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET:

THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34*18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04*57'20" WEST, 353.85 FEET;

THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING.
ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

containing 4.29 acres more or less

Has by these presents laid out and platted, as shown on this Plat, under the name of Riverfront Village Planned Unit Development. The following non-exclusive perpetual easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado and are reserved for the use of other benefitted parties as shown and identified on this Plat and as further described in Platnote 9: Access and Utility Easements, Utility Easement, Utility and Drainage Easement, Public Recreational Trail Easement, Pedestrian Trail/Underpass or

| Executed this day of | , A.D. 20 |
|---|-------------|
| ALPINE HOMES-RIDGWAY, LLC, | |
| a Colorado limited liability company | |
| Ву: | _ |
| Date: | |
| Printed Name: | |
| Title: | |
| STATE OF COLORADO) | |
|) ss. | |
| COUNTY OF) | |
| acknowledged before me this day, A.D. 20, as the | 9 |
| of Alpine Homes-Ric | igway, LLC. |
| Witness my hand and official seal. | igway, LLC. |
| · | dgway, LLC. |
| Witness my hand and official seal. Notary Public | dgway, LLC. |
| Witness my hand and official seal. | dgway, LLC. |

RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE

AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAGE

SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 1980 UNDER

RECEPTION NO. 127944 AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN BOOK 194 AT PAGE 343.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATIONS,

INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE 791.

TERMS AND CONDITIONS OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT BETWEEN H. DARYL QUANDT AND PATRICIA KATHLEEN QUANDT AND THE TOWN OF RIDGWAY RECORDED APRIL 22, 1992 IN BOOK 222 AT PAGE 95.

NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORDED PLATS FILED APRIL 22, 1992 UNDER RECEPTION NO. 150643, RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254 AND RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652.

SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE 145.

TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN RIDGWAY HOT SPRINGS, LLC AND TELLURIDE REAL ESTATE COMPANY, LLC, RECORDED JUNE 11, 2007 UNDER RECEPTION NO. 195143 AND AMENDMENT/CLARIFICATION TO EASEMENT AGREEMENT RECORDED JULY 13, 2009 UNDER RECEPTION NO. 201106.

ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE

ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF UNCOMPAHGRE RIVER.

MATTERS DISCLOSED ON IMPROVEMENT SURVEY ISSUED BY ORION SURVEYING CERTIFIED DECEMBER 12, 2019, PROJECT NO. 18079. STORED IN OUR RECORDS AS IMAGE 20049484.

ANY AND ALL OTHER RECORDED AGREEMENTS, COVENANTS, EASEMENTS AND DOCUMENTS OF RECORD

| Dated this A.D., 20 | . day of | |
|------------------------|----------------|-------------|
| | | |
| Thomas G. Kennedy, At | ttorney at Law | |

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

| <i>,</i> | | | | |
|----------|---------|------|--|--|
| | | | | |
| | | | | |
| Town | Manager | | | |
| | | | | |

OURAY COUNTY TREASURER:

I certify that as of the _____ day of _____, ____, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date:_____

Ouray County Treasurer

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this _____
day of _____, A.D. 20___, by

TOWN COUNCIL:

Approved by the Ridgway Town Council this _____day of _____, A.D. 20_____, by

TOWN ATTORNEY'S CERTIFICATE:

______ Town Attorney

ENGINEER'S CERTIFICATE:

I,__________, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

| Engineer | Pegistration | Numb |
|----------|--------------|------|
| | | |
| | | |

BASIS OF BEARING

The bearing between the found #5 rebar and aluminium cap (LS12180) on the Northern property line of Lot 1, and the found #5 rebar and aluminium cap (LS12180) southeastern property line of Lot 1 (BOTH AS DEPICTED HEREON), bears S 00°00'00" E according to the Plat of Lot 1, Triangle Subdivision recorded April 22, 1992 under reception no. 150643.

LINEAL UNITS STATEMENT:

The Lineal Unit used on this Plat is U.S. Survey Feet

SURVEYORS CERTIFICATE:

County Clerk & Recorder

I, David R. Bulson, Colorado PLS 37662, hereby certify that this Plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

| David R. Bulson | CO PLS 37662 |
|----------------------|---|
| RECORDER'S CERTIFICA | ле: |
| | r record in the office of the Clerk and unty at day, 20 |
| Reception No | |

1. FORMATION OF COMMON INTEREST COMMUNITY. Alpine Homes—Ridgway, LLC, a Colorado limited liability company ("Owner") as the owner of the property depicted in this plat ("Property") and as declarant under the below described Condominium Documents, states as follows:

(A) The Property is being developed as a Colorado common interest ownership community under the name Riverfront Village Planned Unit Development ("Community"), which will be reflected in certain "Condominium Documents," including a "Condominium Map," "Condominium Declaration," and certain Articles of Incorporation and Bylaws for The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation ("Association"). The Condominium Declaration is being recorded with the recordation of this plat. The Condominium Map will be prepared, executed and recorded as the

buildings, facilities and other improvements containing the Units, Common Elements and infrastructure serving the development are completed and prior to the conveyance of a Unit to a third party. Prior to their execution and recordation, the Condominium Documents will be reviewed and approved by the Town of Ridgway.

(B) The Community will consist of certain condominium units "Units", which may be separately owned by individual owners ("Unit Owners"), including certain Units usable for residential purposes ("Residential Unit(s)") and certain Units usable for commercial purposes ("Commercial Unit(s)") and, certain "Common Elements" as the same will be more particularly defined, described, designated and/or depicted on the Condominium Documents. The Residential Units are anticipated to be configured and included in either a building containing multiple Units ("Multifamily Residential Units") or as adjoining Units in a Townhome arrangement ("Townhome Dwelling Units").

(C) This Plat depicts the general location of the siting for potential buildings and improvements proposed to accommodate the Units and Common Elements that can be constructed on the Property and included in the Community. The "Improvements" consist of any and all buildings, structures, facilities and similar features that are constructed on or otherwise made to the Property at any time to accommodate, support, serve or otherwise facilitate the Units and Common Elements included in the Community or otherwise benefit the Unit Owners and Association. The final siting of the Improvements that may be shown on this Plat may be modified as plans are refined and shall be reflected in the Condominium Documents.

- (D) The Owner reserves the right to undertake and complete some or all of the Improvements and annex the completed Units and Common Elements into the Community.
- (E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declaration), which may be exercised by Owner (as declarant) as provided for in the Condominium Documents.
- 2. DEVELOPMENT AGREEMENT. The Owner and the Town have entered into a certain "Development Agreement" concerning the property covered by this Plat, which was recorded on _______, 20____ in Reception No. ______ in the Ouray County records.
- 3. VESTED RIGHTS AND PHASING PLAN. The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.
- 4. PROVISION OF DEED RESTRICTED HOUSING. The Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) ("Deed Restricted Units") to the terms, conditions. restrictions and requirements of a Deed Restriction as provided for in Section 4 of the Development Agreement, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. The Development Agreement further establishes certain restrictions on ownership, use and pricing of the Deed Restricted Units and the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units. The Parties may mutually agree to amend the Development Agreement to modify the Units which are being designated as a Deed Restricted Unit without the need to amend
- 5. SHORT—TERM RENTALS. Only the Townhouse Dwelling Units may be used for "Short—Term Rental" purposes. In all events, such usage must be in compliance with applicable codes and regulations of the Town of Ridgway in effect at the time of the proposed usage, which codes and regulations include: short—term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code
- 6. COMMON ELEMENT MAINTENANCE. The Association shall have the obligation to maintain the Common Elements and Improvements located within the Community that are owned by the Association as provided for in the Declaration. This obligation shall include but not be limited to the maintenance and repair of all roads. sidewalks, fences, retaining walls, benches, lighting, shared parking areas, including snow removal, landscaping, weed mitigation and control, irrigation systems, ditches and pipelines, drainage/stormwater management facilities, commonly owned utilities and other Community facilities. Owners of Units are responsible for the repair and maintenance of any Improvements located on their Unit, unless designated for maintenance and repair by the Association. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements owned and operated by the Association In the event that said maintenance is not properly performed, the Town of Ridaway, following written notice and reasonable time to cure, may cause the work to be done, assess the cost to the

Association, may certify such charges as delinquent charges to the

county Treasurer to be collected similarly to taxes, may record a

lien on said Common Elements, which may be foreclosed in any

lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

- 7. OUTDOOR LIGHTING. All outdoor lighting fixtures shall comply with Town regulations.
- 8. MAXIMUM ALLOWABLE UNITS:
- (a) The maximum number of Townhouse Dwelling Units is 10;(b) The maximum number of Multifamily Dwelling Units is 28;
- (c) The maximum number of Commercial Units is 4

9. EASEMENTS. Alpine Homes-Ridgway, LLC, a Colorado limited liability company as the current, fee simple owner of the property depicted in this plat has designated, created and conveyed certain easements ("Easements") as described hereinbelow benefiting and burdening portions of the property as depicted and described herein. The Easements are being established by Owner for the particular purposes and uses stated hereinbelow. The location of the Easements as depicted on this plat are the initial alignments and may be revised during the final platting and/or creation of the condominium map to match actual location of improvements. Notwithstanding the foregoing, the Easements depicted herein shall not be decreased without the consent of the impacted party. The Easements are being reserved herein for the use and benefit of the particular parties indicated below, including the Association and the respective Unit Owners and their tenants, guests and invitees, and/or the Town of Ridgway and the general public as provided for herein. In the event the Owner or Association desire to amend any the terms and conditions of the Easements, including the location of the Easement Areas, and provided the Town agrees to such modifications, the Owner, or the Association(s) and Town may file a separate instrument reflecting these modifications, which reference this Plat and need not necessarily cause an amendment to this Plat to be executed and recorded to accomplish the modifications.

- (a) Access Easement. A portion of the Community, designated and depicted as an "Access Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows a party benefitted by the Access Easement the right to install, repair, replace, maintain, upgrade, use and operate roads and streets including drainage improvements, sidewalks and similar related facilities enabling vehicular and pedestrian access to and from the Community for the use and benefit of the Association, each Unit Owners and their respective guests, and invites. The roads shall be privately owned and maintained by the Association. The Access Easement is also granted to and may be used by the Town, other utility companies and the general public for access to the Project.
- (b) <u>Utility Easement</u>. A portion of the Community, designated and depicted as a "Utility Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows for the right to install, repair, replace, maintain, upgrade, use, operate and remove certain main and distribution underground utilities and surface appurtenances ("Utility Facilities") along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public right-of-way, which easement rights are being dedicated, granted and conveyed for the use and benefit of Town of Ridgway. The Utility Facilities that are being installed within the Utility Easement shall conform with plans for the Utility Facilities that have been approved by the Town, as such plans may be amended from time to time to accommodate new Utility Facilities or to modify the existing Utility Facilities Plans, subject to approval of the modified Utility Facilities Plans by the Town in the diligent exercise of its commercially reasonable discretion.
- (c) Private Service Utility Easement. A portion of the Community, designated and depicted as a "Private Service Utility Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows a party benefitted by the Private Service Utility Easement the right to install, repair, replace, maintain, upgrade, use, operate and remove certain service Utility Facilities that extend utility services to individual buildings and improvements within the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public right-of-way, which easement rights are being dedicated, granted and conveyed for the use and benefit of Owner, Association and/or a utility provider, including the Town of Ridgway. The utility facilities shall be owned and maintained by the Utility Provider who owns, operates and manages the particular facility or the benefitting party as provided for in the rules of service from the public utility. There shall not be any Town of Ridgway utilities within the Private Service Utility
- (d) <u>Drainage Easement</u>. A portion of the Community, designated and depicted as a "Drainage Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows the Owner and Association to install, repair, replace maintain, upgrade, use and operate stormwater and drainage facilities and systems serving only development occurring in the Community, which easement rights are being dedicated, granted and conveyed for the use and benefit of Owner, Association and/or the Town of Ridgway.
- (e) <u>Public Recreational Trail Easement</u>. A portion of the Community, designated and depicted as a "Non-Motorized Public Recreational Trail Easement" on this Plat is being created by Owner and is being dedicated, granted, and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install of the Town (following the initial installation of the trail and other related facilities, including the retaining wall, by the Owner), to repair, replace, maintain, use and operate a public

hiker/biker, non-motorized trail and other related facilities, including the retaining wall.

- (f) Pedestrian Trail/Underpass or Overpass/Signage Easement A portion of the Community, designated and depicted as a "Pedestrian Trail/Underpass or Overpass/Signage Easement" on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non—exclusive easement allowing the Town of Ridgway the right to: (a) install, repair, maintain, use and operate a public hiker/biker, non—motorized trail along with a right to construct a future highway trail underpass connecting to development in East Ridgway, and (b) install, repair, maintain, use and operate a Town of Ridgway entry signage.
- (g) Public Park Easement. A portion of the Community, designated and depicted as a "Public Park Easement" on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non—exclusive easement allowing the Town of Ridgway (following the initial installation of the park improvement by the Owner), the right to install, repair, maintain, use and operate a public park for recreational purposes. Before installing other improvements, the Town shall obtain the approval of the Owner through such time as Owner still owns property within the project and thereafter, from the Association, which approval shall not be unreasonably withheld provided that the improvements are compatible with the project and would not create unacceptable impacts (light, noise, odor) to the development in the project.
- 10. The Plat depicts a certain 20' wide utility easement established by the Plat recorded in Reception No. 150643 which was granted to the Town of Ridgway and is used by San Miguel Power Association ("SMPA"). The Owner, Town of Ridgway and SMPA have agreed to execute and record a certain Easement For Underground Power Line and Related Facilities and Easement Termination Agreement that both: (a) vacates the 20' wide utility easement at such time as the Owner has installed relocated powerline facilities in an alternative location on the Property and (b) establishes, grants and conveys an easement to SMPA for such relocated utilities.
- "SOILS: Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave and release radon. 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 27, 2020, Huddleston—Berry Engineering & Testing, LLC of Colorado issued a Geotechnical Investigation discussing the soil characteristics on Lot 1 in the Triangle Subdivision, which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.
- 12. CDOT ACCESS PERMIT: Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43-2-147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access
- 13. PRIOR EASEMENTS: The property platted hereon is subject to the prior easements as shown hereon, except that certain of the easements are being modified, amended and/or vacated by separate instruments as noted on this Plat.
- 14. The 100-year flood plain line shown was determined by Del-Mont Consultants, Inc and is based upon the analysis of David W. Schieldt, PE, CFM which are described and noted in a January 2, 2020 letter to the Town of Ridgway.
- 15. Owner for itself and for the Association agrees that it is accepting ownership of the entirety of each sewer service line, including the full—bodied wye, that have been installed in the Community and that the Owner and/or the Association will be responsible for any required maintenance or repair of such lines, at their cost and expense. In the event that infiltration and inflow issues relating to these retained lines become a problem the Owner and/or the Association will need to correct the issue within a reasonable time; should the issue not be properly addressed, the Town will undertake the work and charge the cost to the Owner and/or the Association.

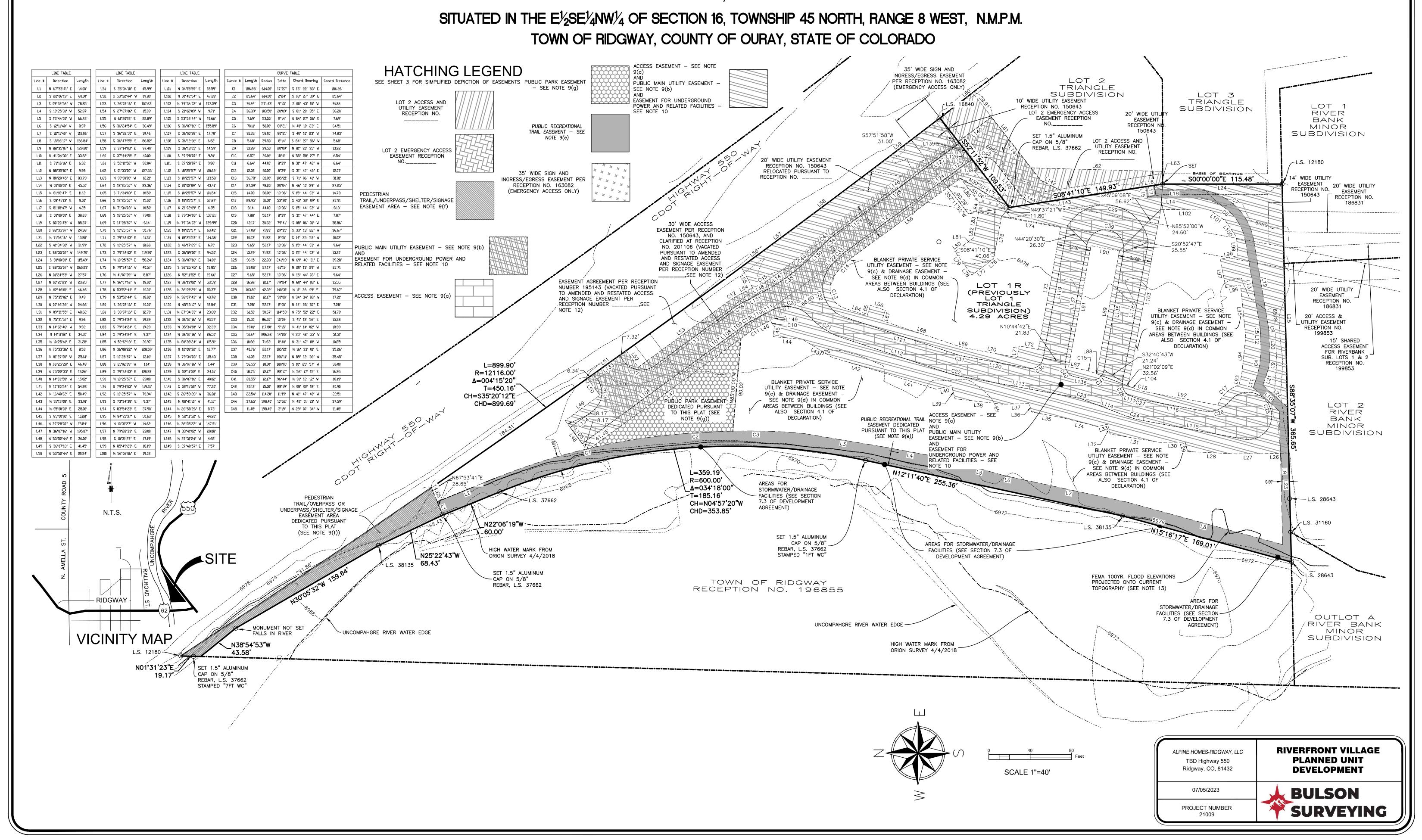
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

| ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432 | RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT |
|--|---|
| 07/05/2023 | ★ BULSON |
| PROJECT NUMBER 21009 | SURVEYING |

FINAL PLAT OF:

RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION



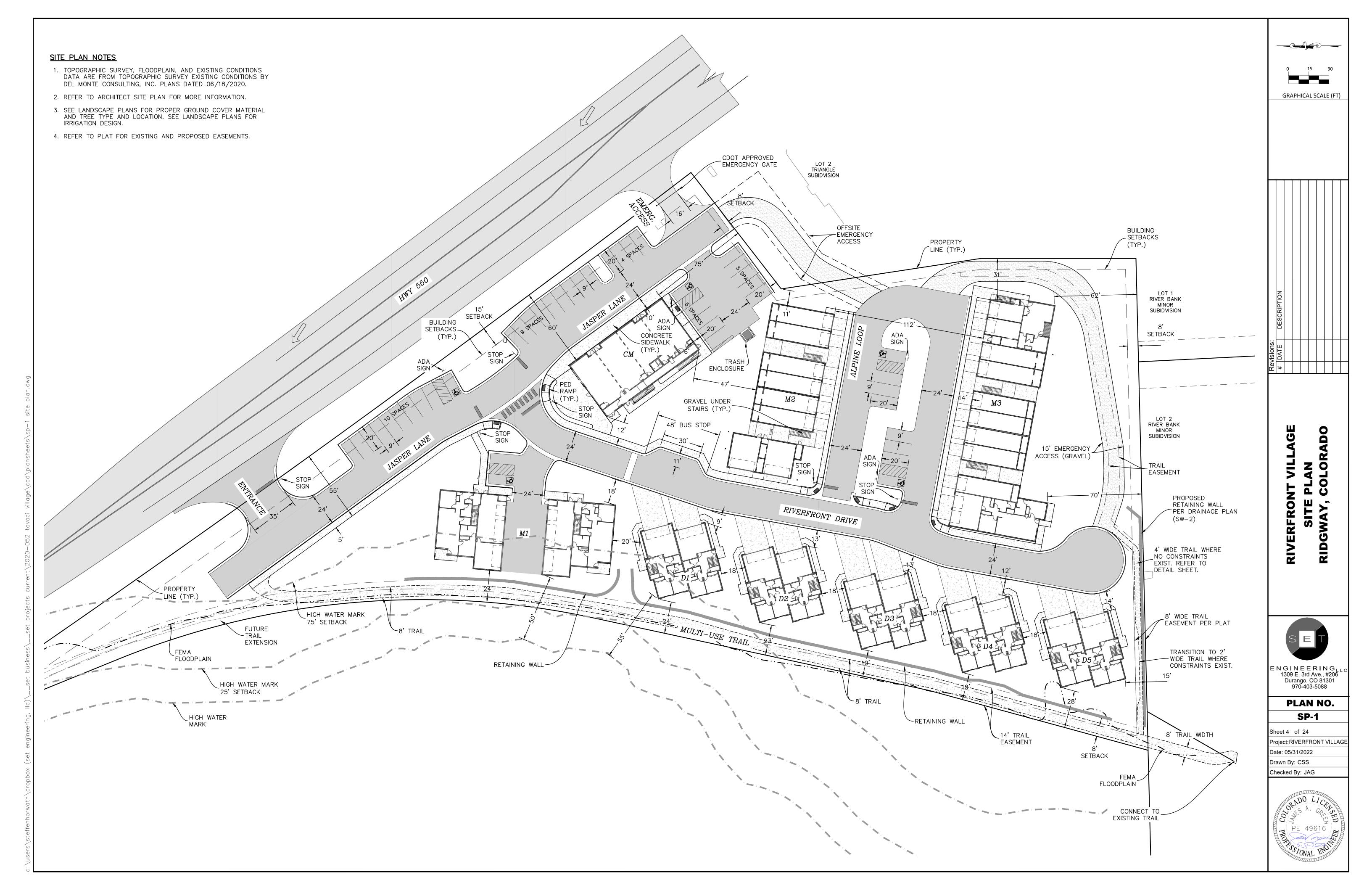
FINAL PLAT OF: RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT LOCATED ON LOT 1R, TRIANGLE SUBDIVISION SITUATED IN THE E1/2SE1/4NW1/4 OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO LOT 2 LOT 2 LOT 1R LOT 1R **UTILITY EASEMENT - See Note 9(b) EASEMENT FOR UNDERGROUND POWER AND RELATED** PRIVATE SERVICE UTILITY EASEMENT - See Note 9(c) **FACILITIES - See Note 10 ACCESS EASEMENT - See Note 9(a)** DRAINAGE EASEMENT - See Note 9(d) **See Sheet 2 for dimensioning** See Sheet 2 for dimensioning **See Sheet 2 for dimensioning LOT 2 EMERGENCY ACCESS EASEMENT** LOT 2 ACCESS AND UTILITY EASEMENT Reception No.__ Reception No. _____ See Sheet 2 for dimensioning See Sheet 2 for dimensioning LOT 2 LOT 2 LOT 2 LOT 1R LOT 1R LOT 1R **PUBLIC PARK AMENDED AND RESTATED ACCESS AND** 35' WIDE SIGN AND INGRESS/EGRESS **EASEMENT AREA** SIGNAGE EASEMENT **EASEMENT (EMERGENCY ONLY)** LOT 2 Reception No. _____, Note 12, Sheet 1 Reception No. 163082 See Sheet 2 for dimensioning PUBLIC RECREATIONAL TRAIL See Sheet 2 for dimensioning **EASEMENT AREA LOT 2** PUBLIC RECREATIONAL TRAIL - See Note 9(d) PEDESTRIAN TRAIL/UNDERPASS OR OVERPASS/SIGNAGE - See Note 9(e) **PEDESTRIAN** LOT 1R - TRAIL/UNDERPASS OR LOT 1R PUBLIC PARK - See Note 9(f) **OVERPASS/SIGNAGE EASEMENT AREAS EASEMENT AREA** RIVERFRONT VILLAGE ALPINE HOMES-RIDGWAY, LLC **See Sheet 2 for dimensioning PLANNED UNIT** TBD Highway 550 **DEVELOPMENT** Ridgway, CO, 81432

07/05/2023

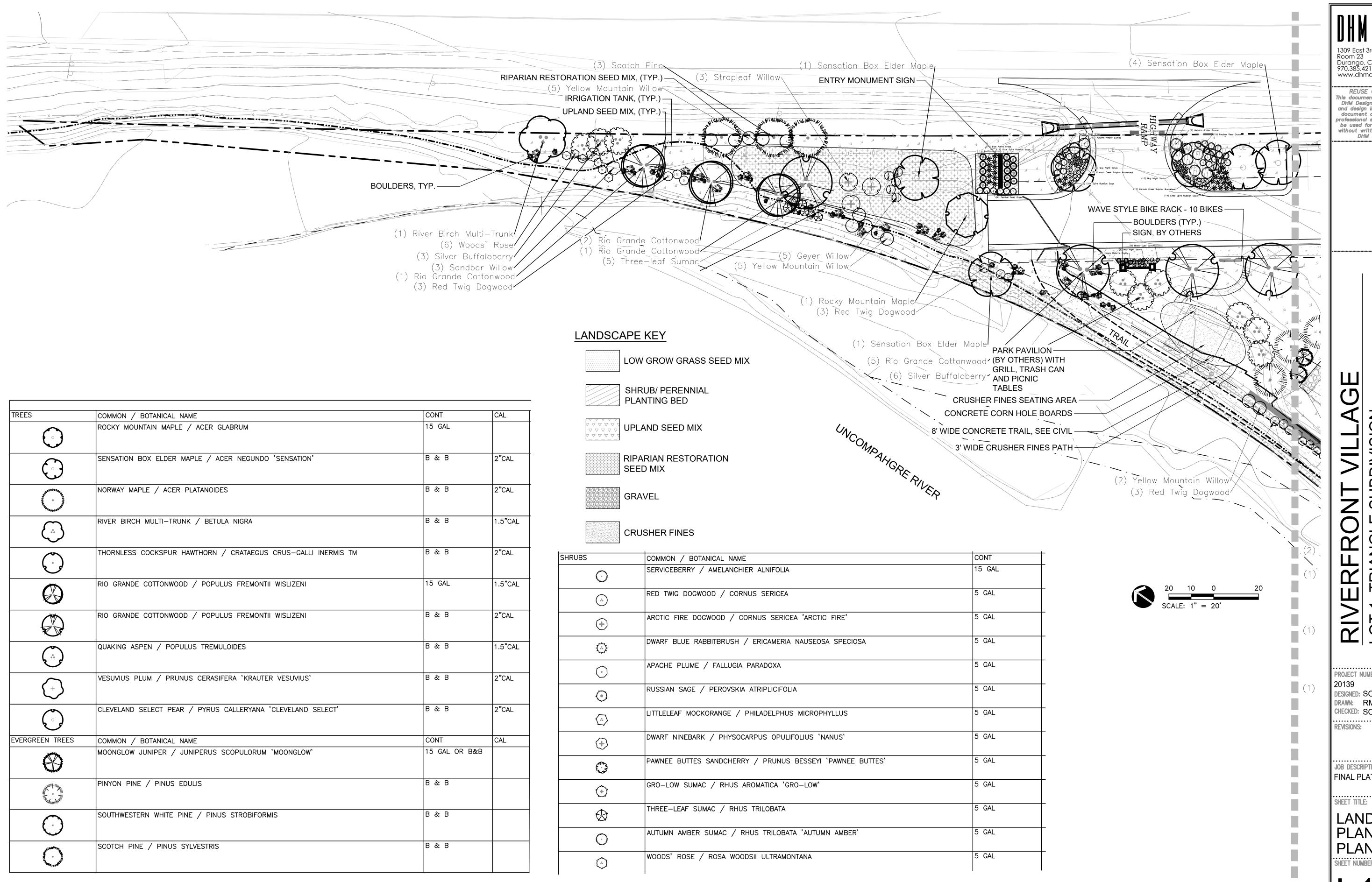
PROJECT NUMBER 21009

BULSON

SURVEYING







NOTE:

-MIN TREES REQUIRED (1 TREE PER 3000 SF OF GROSS LOT AREA): 62 TREES (187,167 SF)

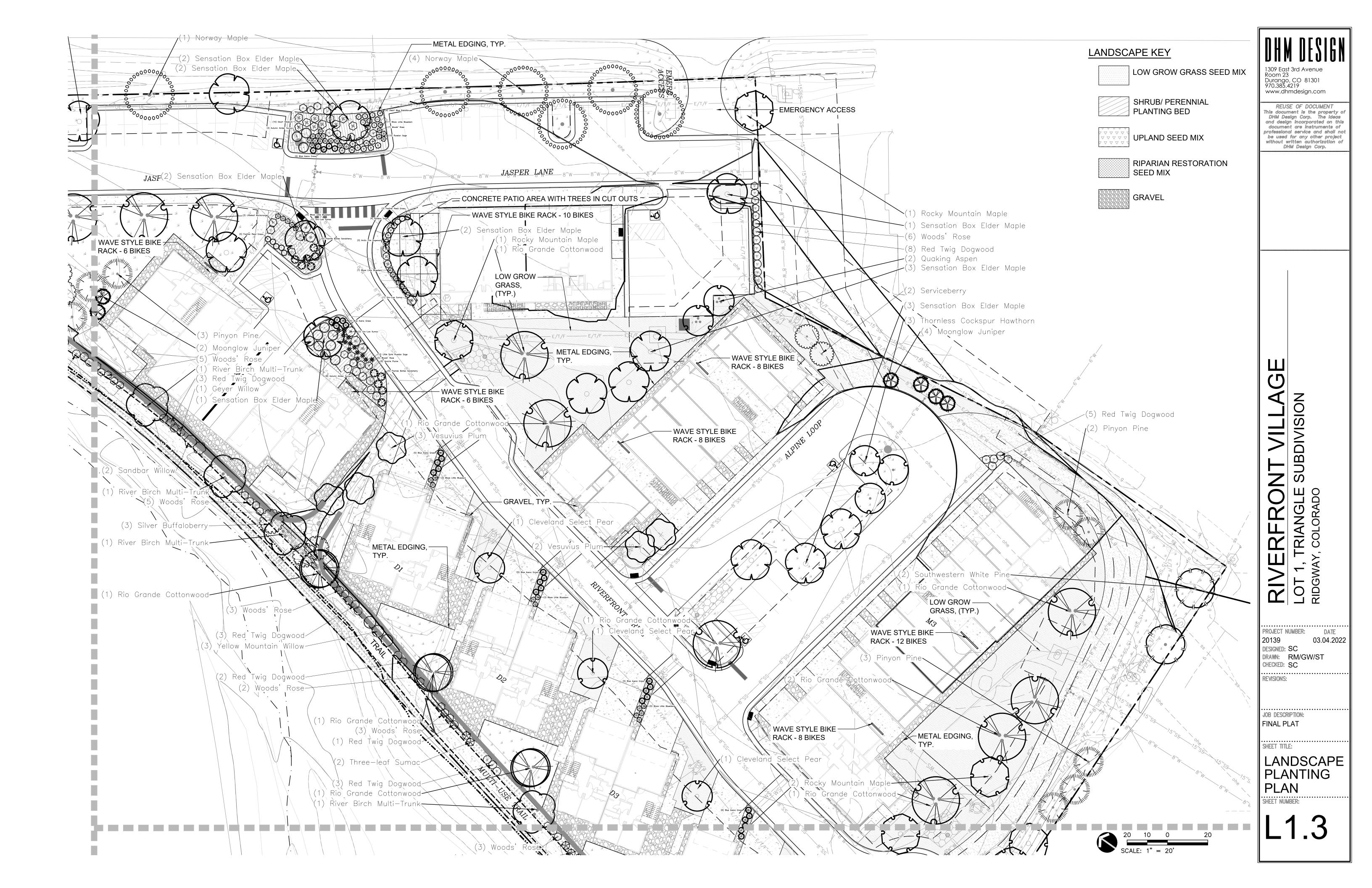
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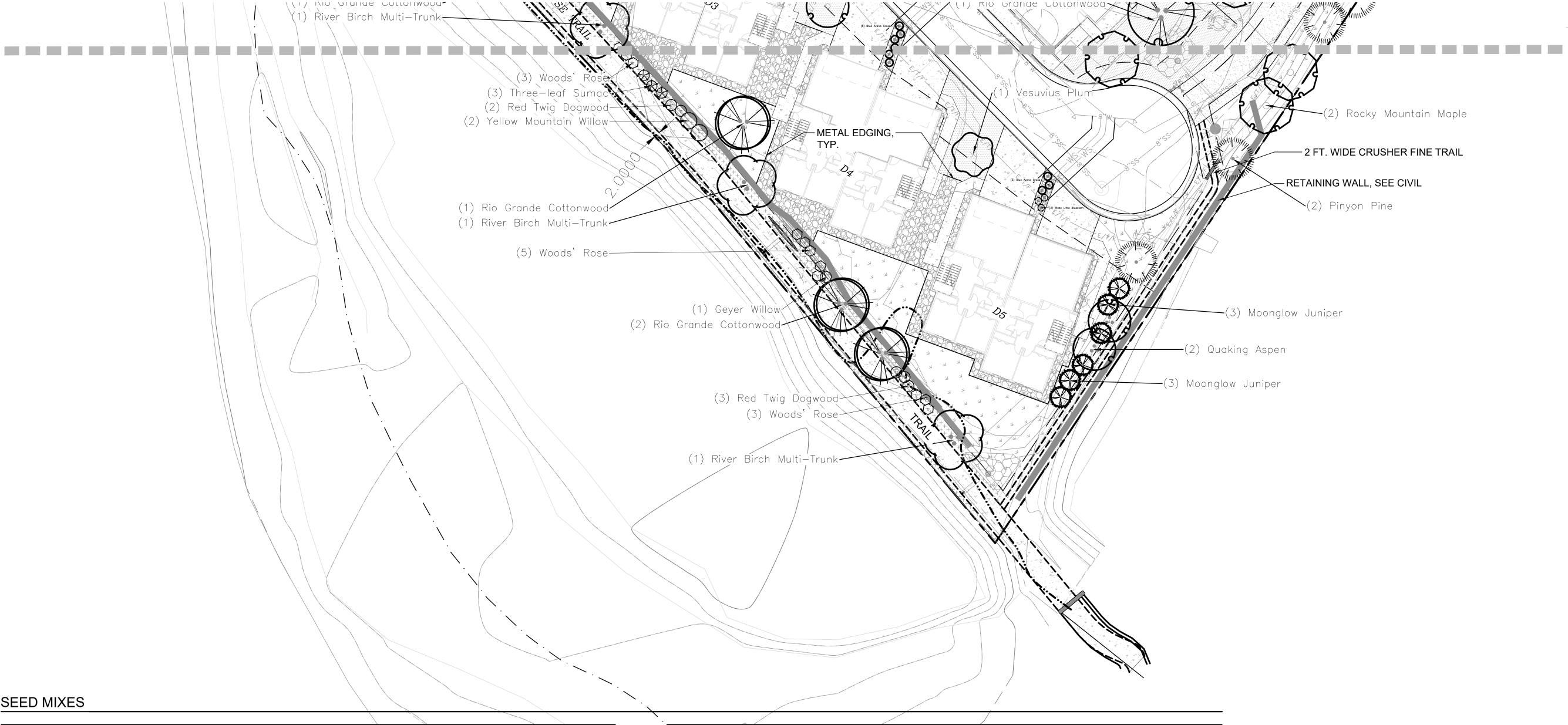
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PROJECT NUMBER: DATE 03.04.2022 DESIGNED: SC DRAWN: RM/GW/ST CHECKED: SC

JOB DESCRIPTION: FINAL PLAT

LANDSCAPE PLANTING PLAN



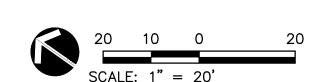


| SFFD MIXES | | | | |
|------------|----|----|------|--|
| | 2E | N/ | IYEQ | |

| | Upland Seed Mix | | |
|------------------------|--|-------------------|------------------|
| | | | Seeding Rate PLS |
| Scientific Name | Common Name | <u>Percentage</u> | <u>Lbs./acre</u> |
| Pascopyrum smithii | Western Wheatgrass | 30% | 6.6 |
| Pseudoregneria spicata | Bluebunch Wheatgrass ("secar" variety) | 20% | 4.4 |
| Elymus trachycaulus | Slender Wheatgrass | 15% | 3.3 |
| Nassella viridula | Green Needlegrass | 15% | 3.3 |
| Festuca idahoensis | Idaho Fescue | 5% | 1.1 |
| Oryzopsis hymenoides | Indian Ricegrass | 5% | 1.1 |
| Andropogon scoparius | Little Bluestem | 5% | 1.1 |
| Koeleria macrantha | Prairie Junegrass | 5% | 1.1 |
| | TOTAL | 100% | 22 |

| | Riparian Restoration Seed M | | Seeding Rate PLS |
|-----------------------|-----------------------------|-------------------|------------------|
| Scientific Name | Common Name | <u>Percentage</u> | Lbs./acre |
| Deschampsia caespitos | Tufted Hairgrass | 30% | 10.8 |
| Elymus lanceolatus | Streambank Wheatgrass | 20% | 7.2 |
| Pascopyron smithii | Western Wheatgrass | 20% | 7.2 |
| Carex utriculata | Beaked Sedge | 10% | 3.6 |
| Juncus balticus | Baltic Rush | 10% | 3.6 |
| Poa palustris | Fowl Bluegrass | 10% | 3.6 |
| | TOTAL | . 100% | 36 |

| | Low Grow Grass Seed Mix | | |
|-----------------------------|--------------------------|-------------------|------------------|
| | | | Seeding Rate PLS |
| Scientific Name | Common Name | <u>Percentage</u> | <u>Lbs./acre</u> |
| Festuca glauca | Blue Fescue | 19% | 4.2 |
| Poa secimda spp. Sandbergii | Sandberg Blue | 18% | 3.9 |
| Festuca saximontana | Rocky Mountain Fescue | 14% | 3.1 |
| Poa secunda spp. canbyi | Canby Bluegrass | 14% | 3.1 |
| Boueloua gracilis | Blue Grama | 12% | 2.6 |
| Bouteloua curtipendula | Sideoats Grama | 10% | 2.2 |
| Oryzopsis hymenoides | Indian Ricegrass | 9% | 1.9 |
| Poa alpina | Alpine Bluegrass | 2% | 0.5 |
| Elymus elemoides | Bottlebrush Squirreltail | 2% | 0.5 |
| | TOTAL | 100% | 22 |



LANDSCAPE KEY

LOW GROW GRASS SEED MIX

SHRUB/ PERENNIAL PLANTING BED

UPLAND SEED MIX

RIPARIAN RESTORATION SEED MIX



GRAVEL

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4 RIDGWAY, COLORAD

OJECT NUMBER: DATE PROJECT NUMBER: 20139 DESIGNED: SC 03.04.2022 DRAWN: RM/GW/ST CHECKED: SC

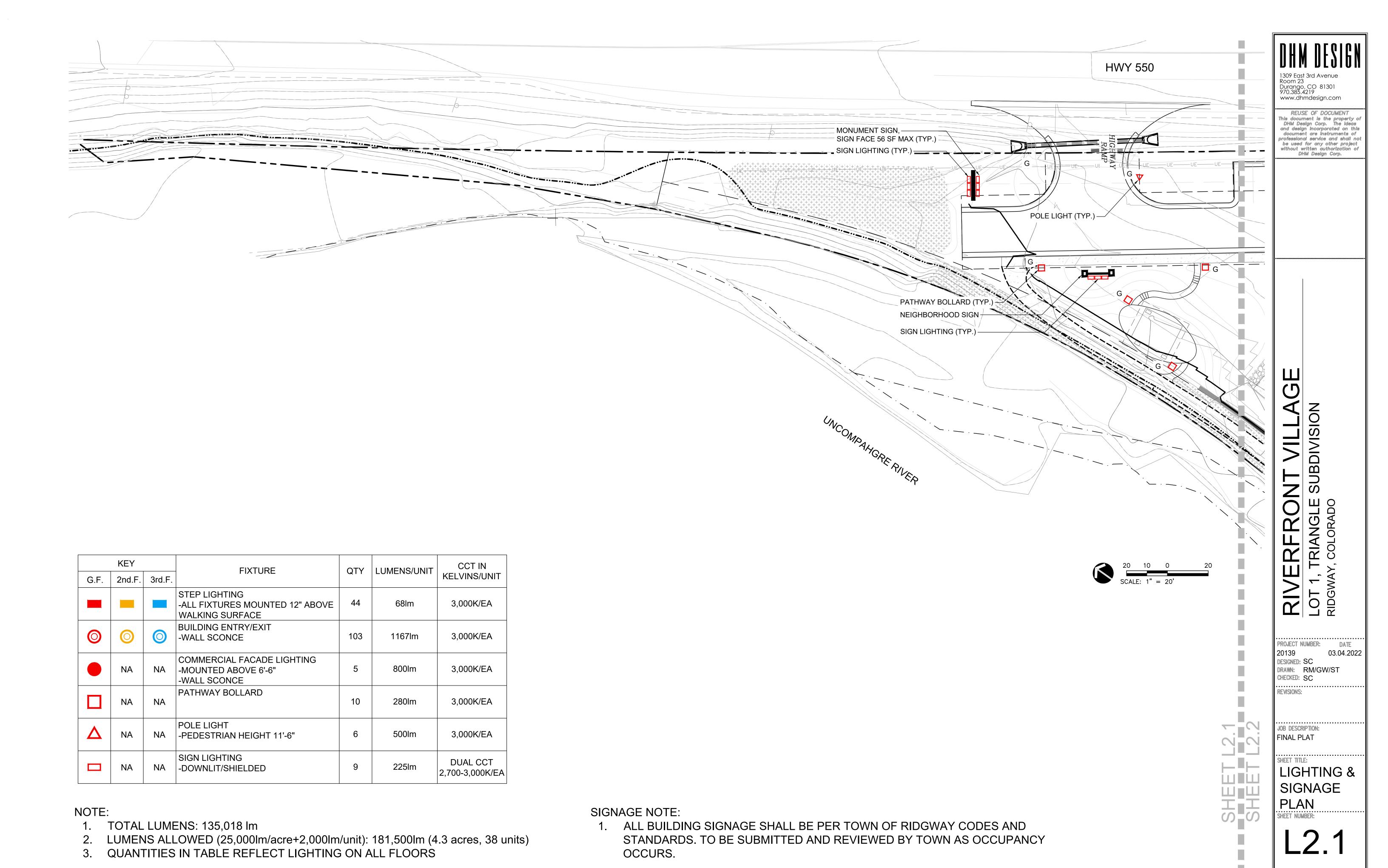
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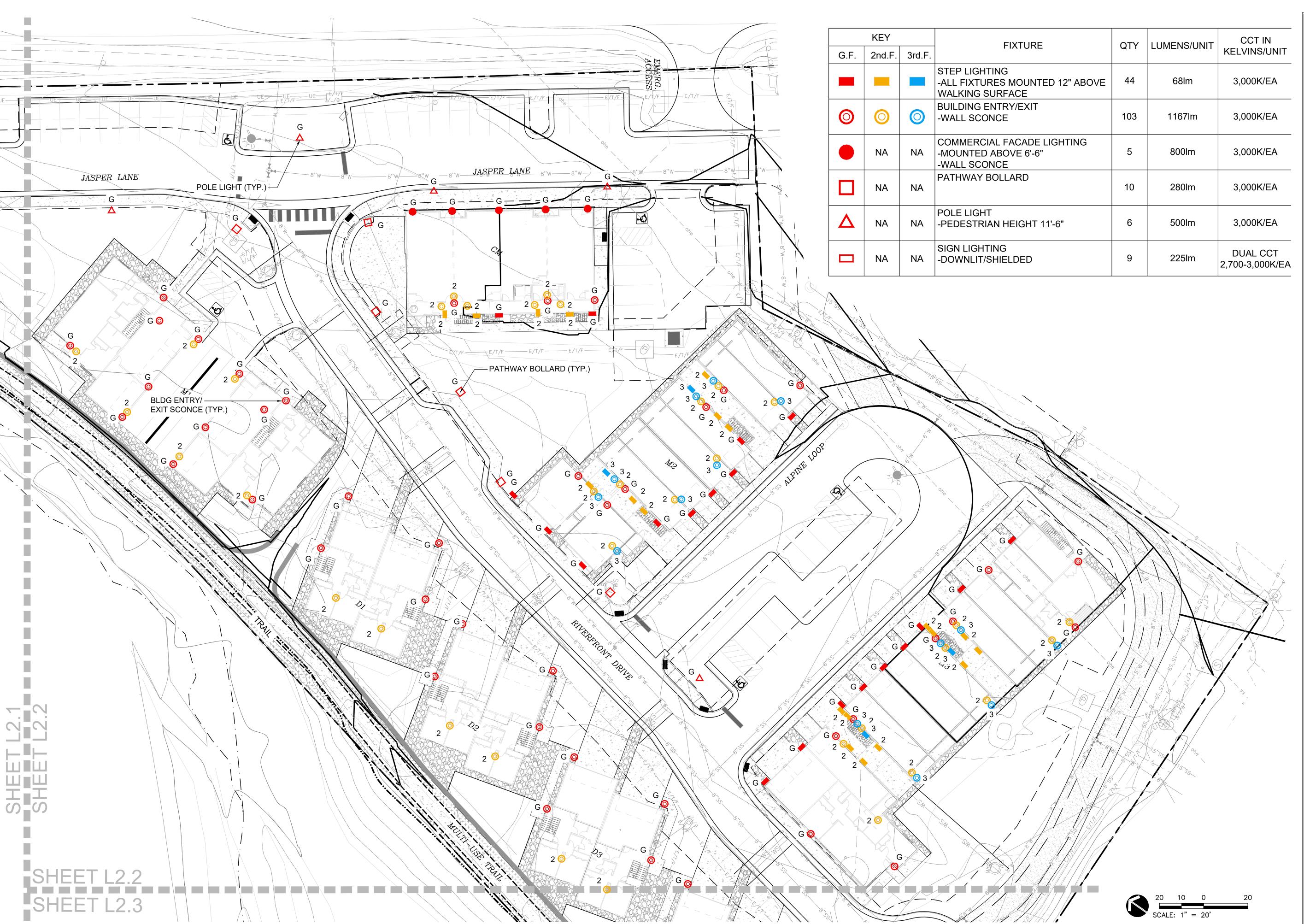
JOB DESCRIPTION: FINAL PLAT

SHEET TITLE:

LANDSCAPE PLANTING PLAN

SHEET NUMBER:





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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION

20139 03.04.2022
DESIGNED: SC
DRAWN: RM/GW/ST
CHECKED: SC

REVISIONS:

JOB DESCRIPTION:

FINAL PLAT

SHEET TITLE:
LIGHTING &
SIGNAGE
PLAN

SHEET NUMBER:

L2.2

| | | | | | | |
|------|---------------|--------|--|-----|-------------|-----------------------------|
| G.F. | KEY 2nd.F. | 3rd.F. | FIXTURE | QTY | LUMENS/UNIT | CCT IN KELVINS/UNIT |
| | | | STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE | 44 | 68lm | 3,000K/EA |
| 0 | 0 | 0 | BUILDING ENTRY/EXIT -WALL SCONCE | 103 | 1167lm | 3,000K/EA |
| | NA | NA | COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE | 5 | 800lm | 3,000K/EA |
| | NA | NA | PATHWAY BOLLARD | 10 | 280lm | 3,000K/EA |
| Δ | NA | NA | POLE LIGHT -PEDESTRIAN HEIGHT 11'-6" | 6 | 500lm | 3,000K/EA |
| | NA | NA | SIGN LIGHTING -DOWNLIT/SHIELDED | 9 | 225lm | DUAL CCT 2,700-3,000K/EA |

STEP LIGHTING



WAC LEDme 5"W Black Horizontal 3000K LED Step and **Wall Light** MODEL: WL-LED100FCBK 3000K

BUILDING ENTRY/EXIT



WAC LIGHTING YESSEL MODEL: WS-W9101 BLACK DOWN LIGHT ONLY 3000K

COMMERCIAL FACADE LIGHTING

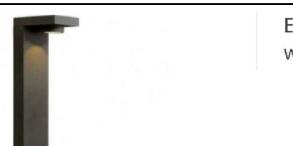
WAC LIGHTING

WAC Lighting Tube 5" Tall Single Light LED Outdoor Wall Sconce -& 800 Lumens

Model: WS-W2605-BZ

MODEL: WS-W2605BZ 3000K

PATHWAY BOLLARD



EuroFase 31911-023 Signature 120V 7 watt Aluminum Bollard

MODEL: 131911-023 25 % " HEIGHT **GRAPHITE GREY**

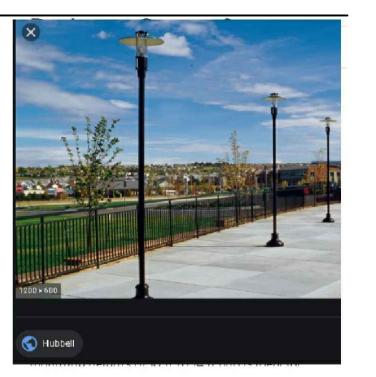
BLDG ENTRY/ -

EXIT SCONCE (TYP.)

POLE LIGHT



ARCHITECTURAL AREA LIGHTING MODEL: PKWS-ANG LIGHT ENGINE 3000K CCT 11'-6 " HEIGHT



SIGN LIGHTING

HARDSCAPE - 12" DUAL CCT

7121-27/30

WAC

LANDSCAPE LIGHTING

| _ | 154 | |
|---|----------|--|
| | 1.00 | |

Fixture Type: Catalog Number:

Project:

9 - 15VAC (Transformer is required) 7.0W / 7.3VA

Location:

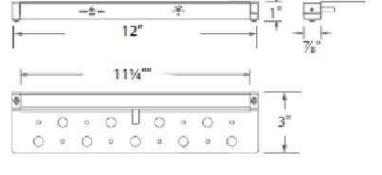
SPECIFICATIONS

Brightness: 225 lm

Rated Life: 50,000 hours

Standards: UL,cUL Listed

Power:



PRODUCT DESCRIPTION

Hardscape luminaire. Multiple mounting options with durable aluminum construction.

FEATURES

- Integrate brightness control, duo color temperature option
- Conveniently adapts into existing 12V system
- Translucent diffuser eliminates worrisome hotspots for even light projection
- Mounting options included; stainless seel under capstone brackets, clips and hardware
- Simple two screw mounting option into handrails, bench seats, decks, steps and fences
- IP66 rated, protected against high pressure water jets
- Potted electronics and conformal coated LEDs for long term moisture protection
- Maintains constant lumen output against voltage drop
- Includes 6 foot lead wire

UL 1838 Listed

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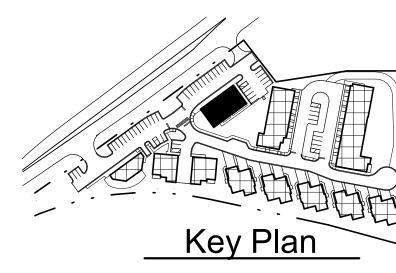
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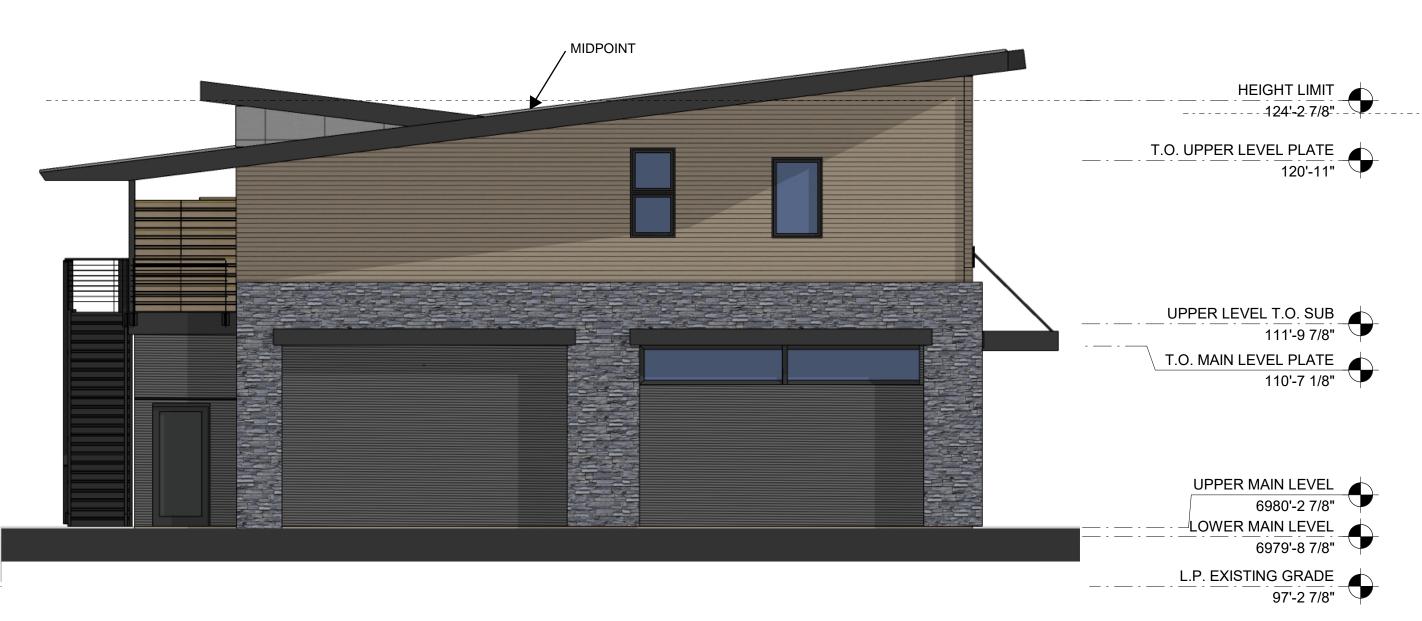
JOB DESCRIPTION:

FINAL PLAT

LIGHTING & SIGNAGE PLAN

SHEET NUMBER:











Architecture, planning, etc.

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RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

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Full Size: 0" 1" 2"

Date: 1.6.21

Date: 1.6.21

Project: 2017

Archive:
Plot Date: 1/6/2021 2:51:40 PM

 Rev#
 Date
 Description

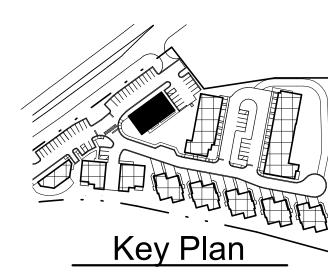
 6/18/20
 PRELIM. PLAT SUB.

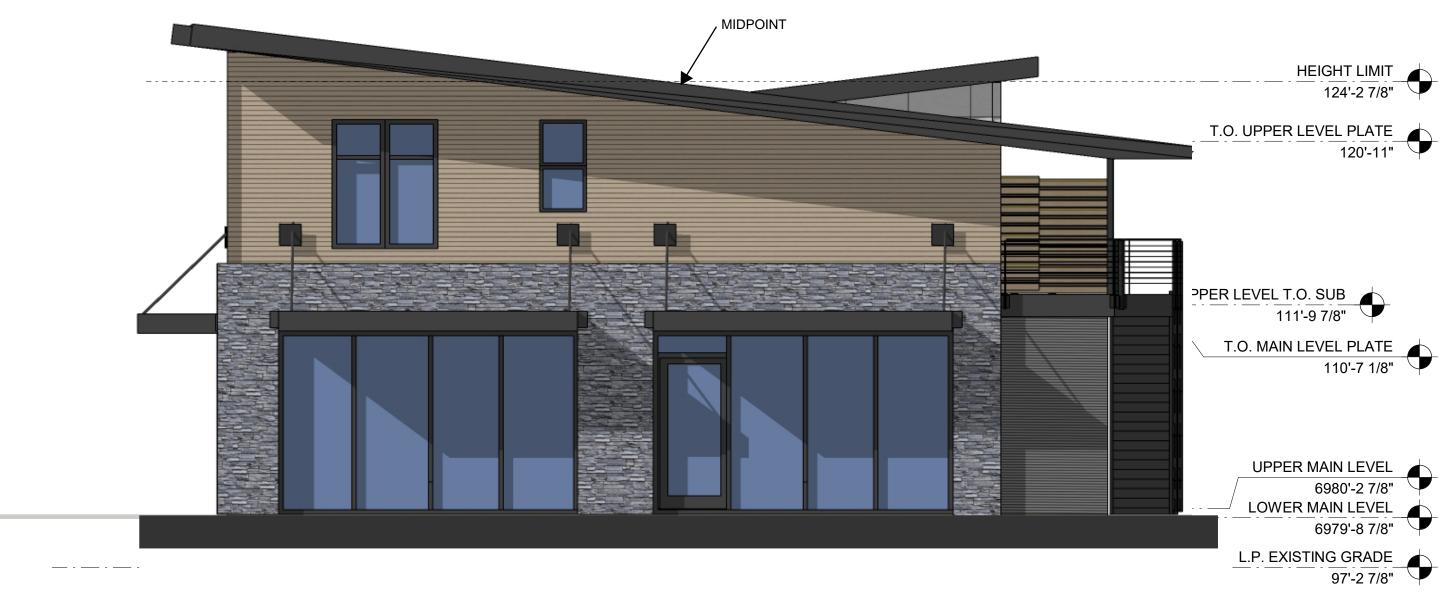
 L1
 11/19/20
 PRELIM. PLAT RESUBMISSION

100% DD PROGRESS SET

EXTERIOR ELEVATIONS

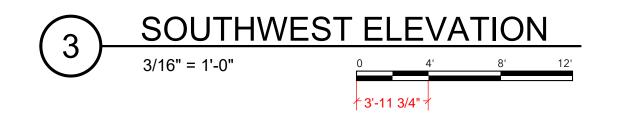
A201











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Full Size: 0" 1" 2"

Date: 1.6.21

Project: 2017

Archive:

Plot Date: 1/6/2021 2:52:08 PM

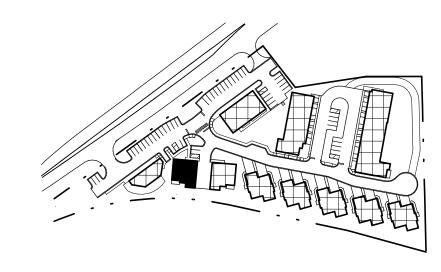
Revisions:

Rev# Date Description
6/18/20 PRELIM. PLAT SUB.

100% DD PROGRESS SET

EXTERIOR ELEVATIONS

A202



Key Plan - M1 A

, MIDPOINT



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LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432



HEIGHT LIMIT 123'-9 13/16" UPPER LEVEL T.O. PLATE
118'-4 3/8" UPPER LEVEL T.O. SUB 110'-1 3/4" MAIN LEVEL T.O. PLATE 109'-1 1/8" MAIN LEVEL T.O.S. , MIDPOINT HEIGHT LIMIT 123'-9 13/16" ER LEVEL T.O. PLATE 118'-4 3/8" PPER LEVEL T.O. SUB 110'-1 3/4" AIN LEVEL T.O. PLATE 109'-1 1/8" MAIN LEVEL T.O.S. L.P. EX. GRADE 96'-9 13/16"

100% DD PROGRESS SET

EXTERIOR ELEVATIONS - M1 A

A201A

NORTH ELEVATION - M1 A

3/16" = 1'-0"

SOUTH ELEVATION - M1 A

HEIGHT LIMIT 123'-9 13/16"

JPPER LEVEL T.O. PLATE
118'-4 3/8"

UPPER LEVEL T.O. SUB 110'-1 3/4"

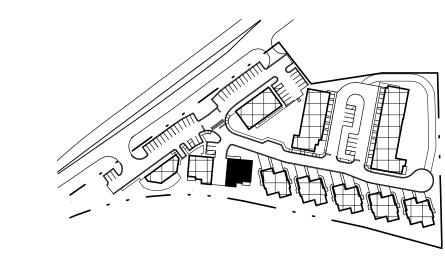
MAIN LEVEL T.O. PLATE 109'-1 1/8"

MAIN LEVEL T.O.S. 100'-0"

_____ L.P. EX. GRADE 96'-9 13/16"

EAST ELEVATION - M1 A

3/16" = 1'-0"



Key Plan - M1 B

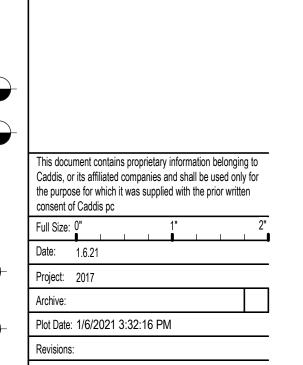
Architecture, planning, etc.

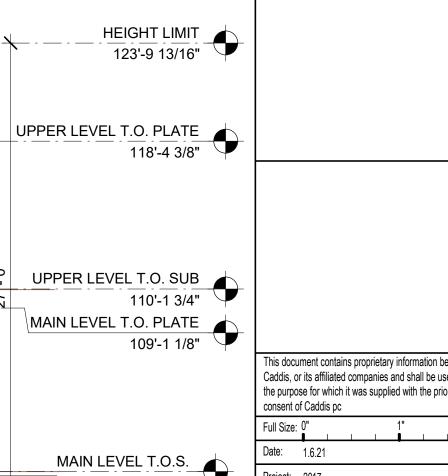
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RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432





6/18/20 PRELIM. PLAT SUB.
L1 11/16/20 PRELIM. PLAT RESUBMISSION

MAIN LEVEL T.O.S. _L.P. EX. GRADE 96'-9 13/16"

EAST ELEVATION - M1 B

WEST ELEVATION - M1 B

SOUTH ELEVATION - M1 B

HEIGHT LIMIT 123'-9 13/16"

UPPER LEVEL T.O. PLATE
118'-4 3/8"

UPPER LEVEL T.O. SUB 110'-1 3/4"

MAIN LEVEL T.O. PLATE
109'-1 1/8"

MAIN LEVEL T.O.S. 100'-0"

HEIGHT LIMIT 123'-9 13/16"

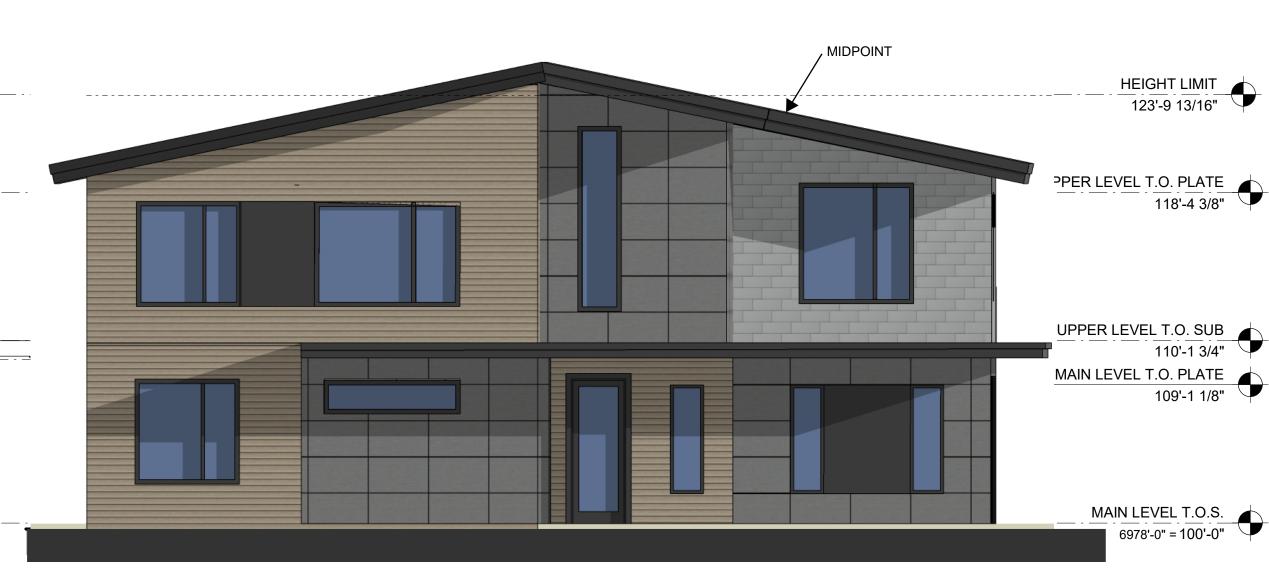
PPER LEVEL T.O. PLATE
118'-4 3/8"

UPPER LEVEL T.O. SUB 110'-1 3/4"

MAIN LEVEL T.O. PLATE 109'-1 1/8"

MAIN LEVEL T.O.S. 100'-0"

4"



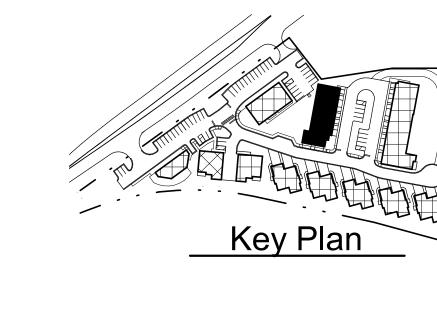
3/16" = 1'-0"

100% DD MAIN LEVEL T.O. PLATE PROGRESS SET

EXTERIOR ELEVATIONS - M1 B

A201B

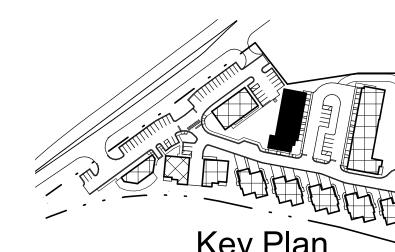
NORTH ELEVATION - M1 B



WEST ELEVATION

3/16" = 1'-0"

3/16" = 1'-0"



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RIVERFRONT

VILLAGE

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Full Size: 0"
Date: 01.06.2021 Project: 2017 Archive:

Plot Date: 1/6/2021 8:00:05 PM

6/18/20 PRELIM. PLAT SUB.

EXTERIOR ELEVATIONS

A201

100% DD

PROGRESS SET





HEIGHT LIMIT A 7013'-6"

LEVEL 3A T.O. PLATE 7007'-10 3/16"

LEVEL 3A T.O. SUB 6999'-7 7/16"

LEVEL 2A T.O. SUB 6989'-0 1/16"

LEVEL 1A T.O.S. 6979'-10 5/16"

6978'-6"

EAST ELEVATION

3/16" = 1'-0"

LOW EXIST. GRADE A

6987'-11 7/16"

EVEL 2A T.O. PLATE 6998'-2 11/16"

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RIVERFRONT **VILLAGE**

LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

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consent of Caddis pc Full Size: 0"
Date: 01.06.2021

Project: 2017 Archive:

Plot Date: 1/6/2021 8:00:20 PM

EVEL 3C T.O. PLATE 7006'-0 15/16" LEVEL 3C T.O. SUB 6997'-10 5/16" EVEL 2C T.O. PLATE 6996'-5 9/16" LEVEL 2C T.O. SUB 6987'-2 15/16" EVEL 1C T.O. PLATE 6986'-2 5/16" LOW EXIST. GRADE 96.82" (6974.82')

_ - - - - - - - - -

_ - - _ - _ - _ - _ - _

LEVEL 3A T.O. PLATE 7007'-10 3/16"

LEVEL 2A T.O. PLATE 6998'-2 11/16"

LEVEL 1A T.O.S. 6979'-10 5/16"

LEVEL 1A T.O. PLATE 6987'-11 7/16"

MIDPOINT

LEVEL 1C T.O.S 6978'-1 3/16" NORTH ELEVATION

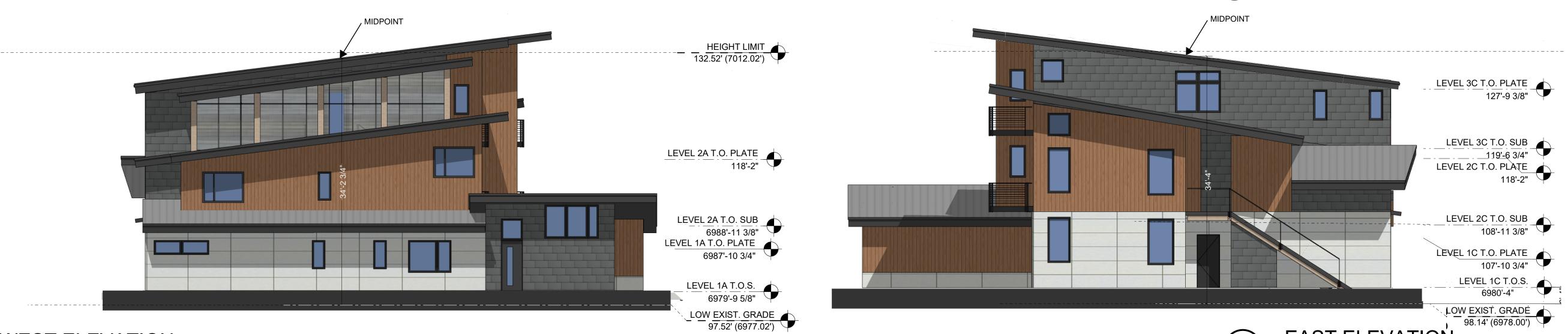
EXTERIOR ELEVATIONS

100% DD

PROGRESS SET

A202









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Date: 01.06.2021

Project: 2017 Archive:

1/8" = 1'-0"

EAST ELEVATION

NORTH ELEVATION

1/8" = 1'-0"

Plot Date: 1/6/2021 7:53:26 PM

L1 11/16/20 PRELIM. PLAT RESUBMISSION

LOW EXIST. GRADE 97.52' (6977.02')

100% DD PROGRESS SET

EXTERIOR ELEVATIONS

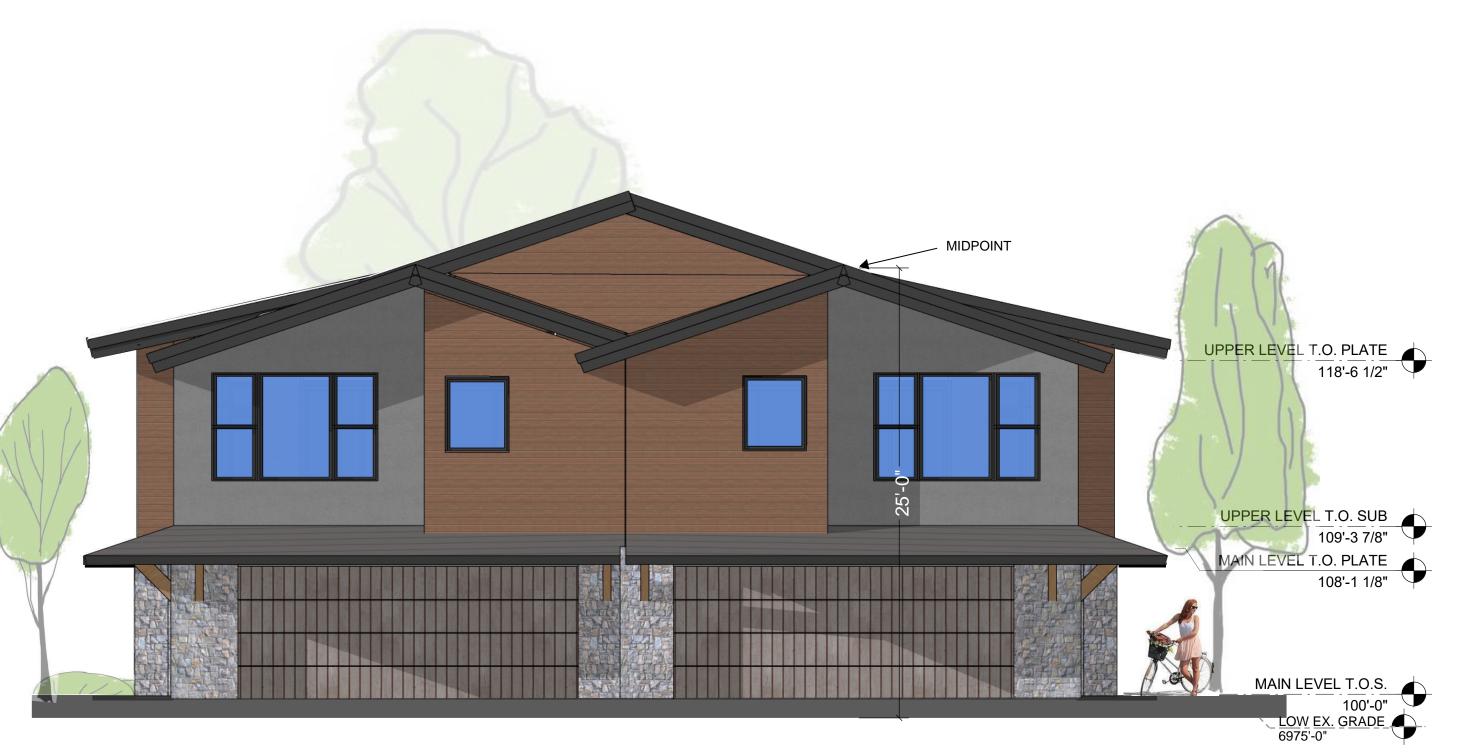
A201





WEST ELEVATION

Full Size: 0"
Date: 11.06.2020 NORTH ELEVATION Plot Date: 10/29/2020 1:50:43 PM



PRELIMINARY PLAT RESUBMISSION

RIVERFRONT

VILLAGE

LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

Project: 2017

Rev# Date Description
6/18/20 PRELIM. PLAT SUB.

L2 04/09/21 PRELIM. PLAT. RESUBMISSION

TOWNHOME TYPE A

EAST ELEVATION

EXTERIOR ELEVATIONS

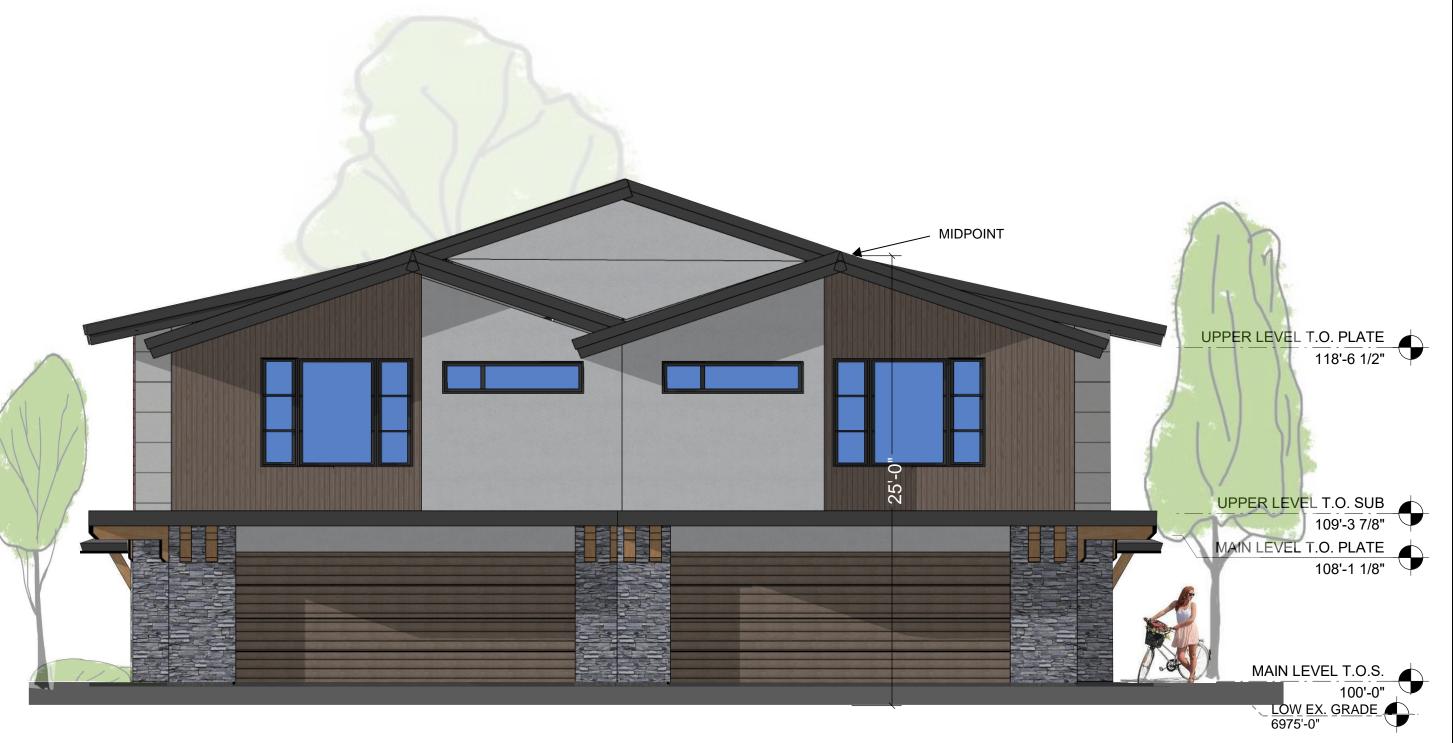




WEST ELEVATION

NORTH ELEVATION Project: 2017 Plot Date: 10/29/2020 1:50:44 PM





PRELIMINARY PLAT RESUBMISSION

Rev# Date Description 6/18/20 PRELIM. PLAT SUB.

L2 04/09/21 PRELIM. PLAT. RESUBMISSION

VILLAGE

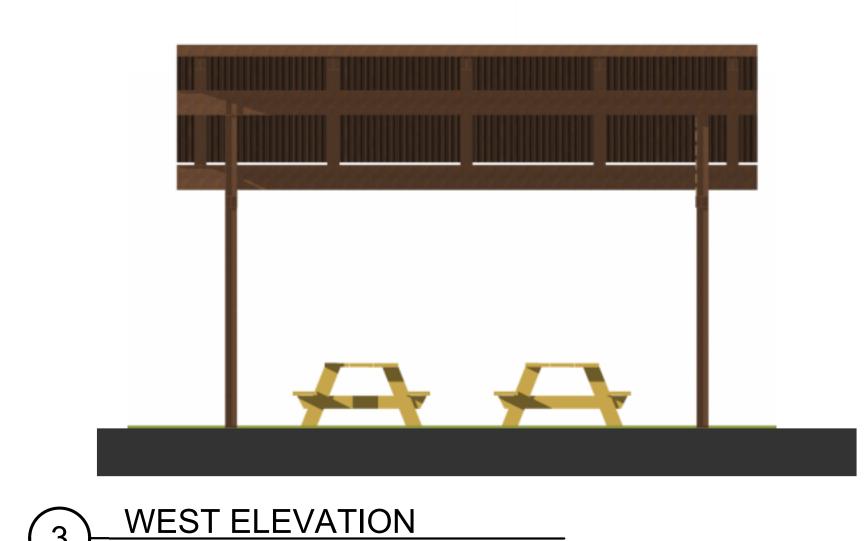
TOWNHOME TYPE B EXTERIOR ELEVATIONS

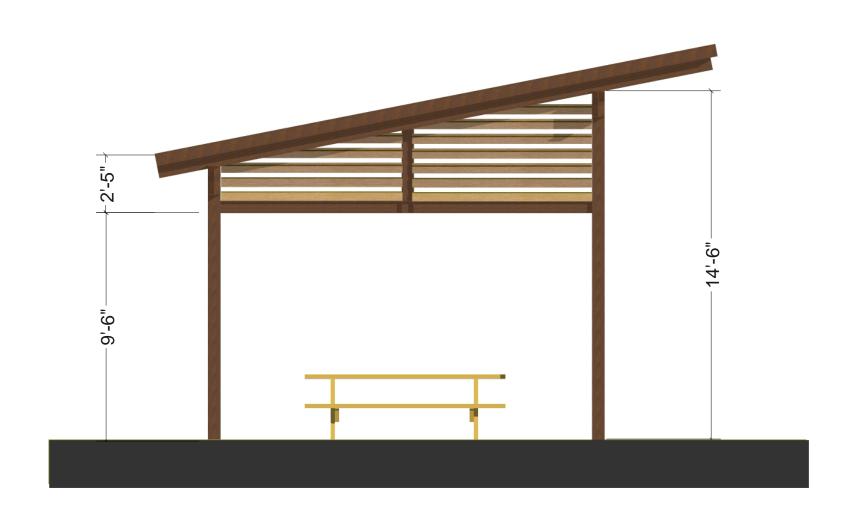
EAST ELEVATION

SOUTH ELEVATION

3/16" = 1'-0"

A3.2

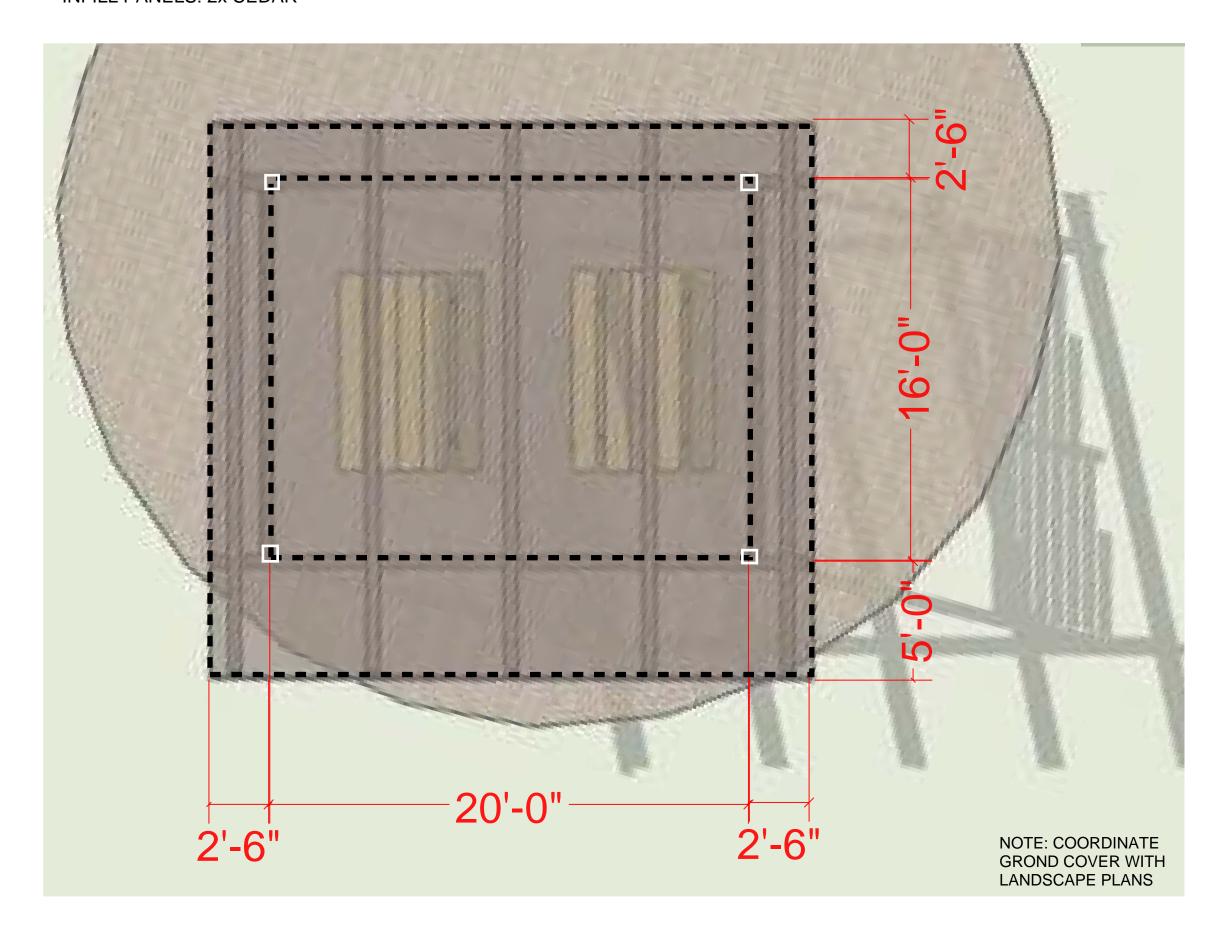








SPECIFICATION: STRUCTURE: STEEL I-BEAM STRUCTURAL SECTION NATURAL FINISH ROOFING: CORRUGATED PRE-FINISHED SIMULATED RUST INFILL PANELS: 2x CEDAR



PLAN - COMPOSITE ROOF AND STRUCTURE

1/4" = 1'-0"



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RIVERFRONT **VILLAGE**

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Date: 11.06.2020

Plot Date: 10/29/2020 1:50:44 PM

v# Date Description
6/18/20 PRELIM. PLAT SUB. L2 04/09/21 PRELIM. PLAT. RESUBMISSION

PRELIMINARY PLAT RESUBMISSION

PARK PAVILION PLAN AND ELEVATIONS

TRAFFIC, PARKING, INFORMATIONAL

FOR INFORMATION/ NO PERMIT REQUIRED



















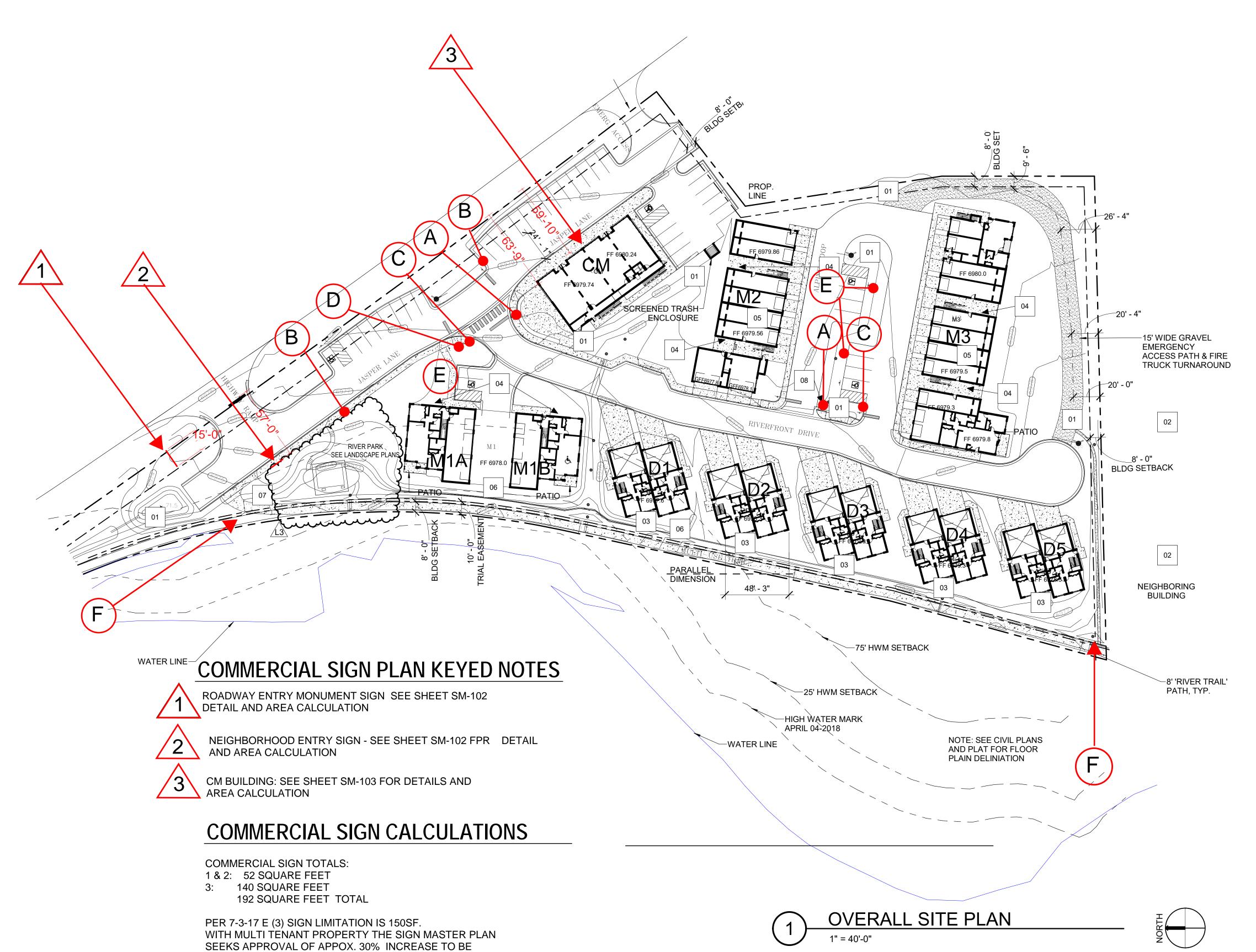




TRAIL SIGNS: COORDINATE WITH RIDGWAY SIGNAGE & WAYFINDING PLAN

APPROVED THROUGH THE SIGN MASTERPLAN PROCESS.

(150 + 30% (45) = 195 sf sf total)





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RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION RIDGWAY, CO 81432

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Full Size: 0"

Date: 01.25.21

Project: 2017

Plot Date: 4/8/2021 12:38:27 PM

 Rev#
 Date
 Description

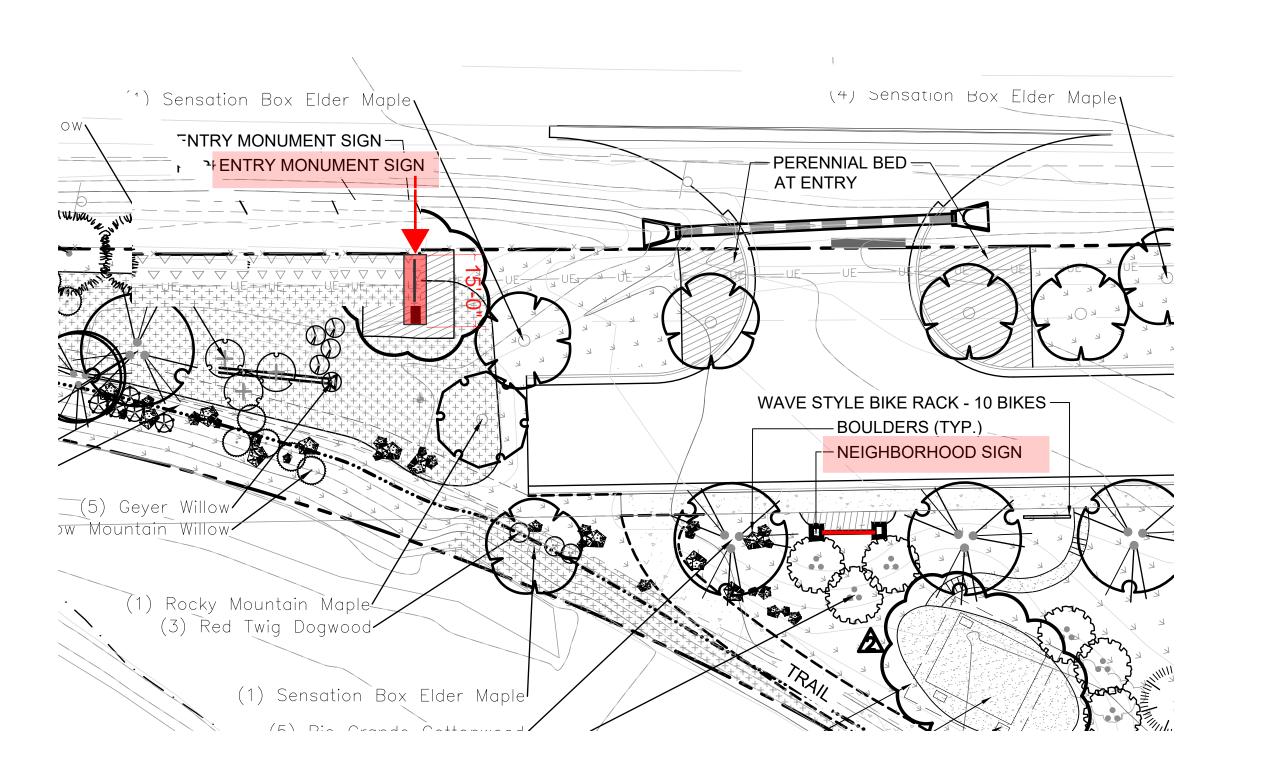
 _1
 11/19/20
 PRELIM. PLAT. RESUBMISSION

 _2
 04/09/21
 PRELIM. PLAT. RESUBMISSION

PRELIMINARY PLAT RESUBMISSION

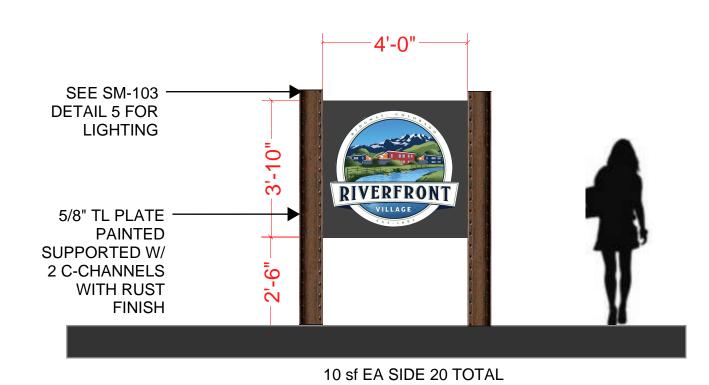
MASTER SIGN PLAN

SM-101

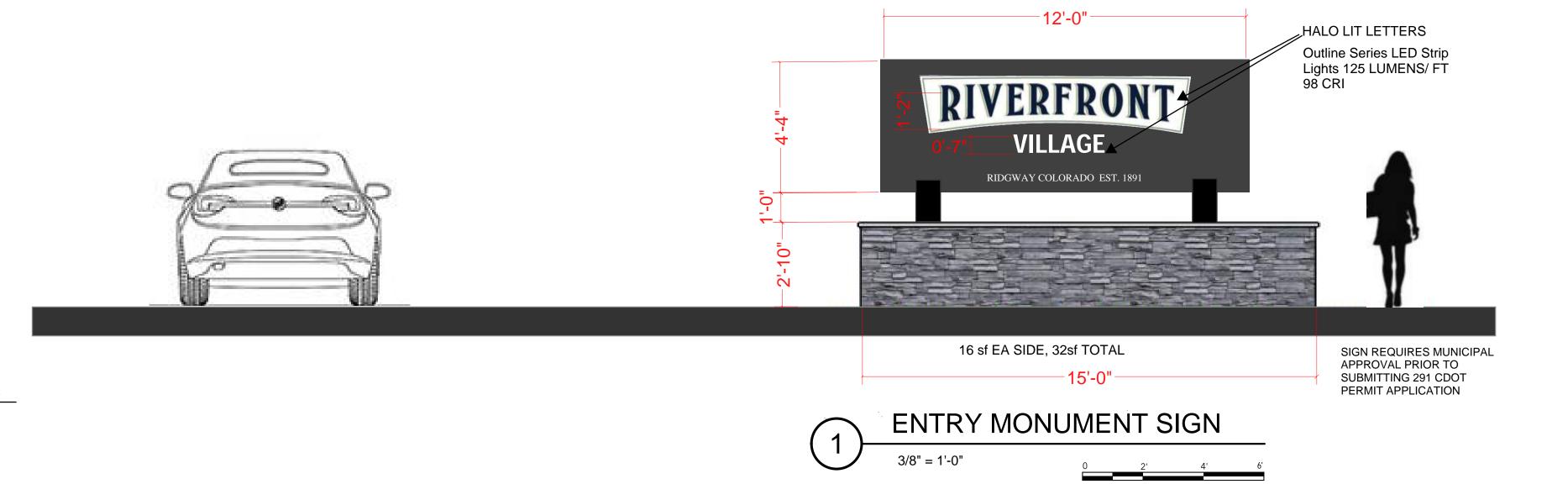








NEIGHBORHOOD SIGN AT PARK 3/8" = 1'-0"





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RIVERFRONT **VILLAGE**

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Full Size: 0"

Date: 01.25.21

Project: 2017 Archive:

Plot Date: 4/8/2021 12:38:27 PM

L1 11/19/20 PRELIM. PLAT. RESUBMISSION L2 04/09/21 PRELIM. PLAT. RESUBMISSION

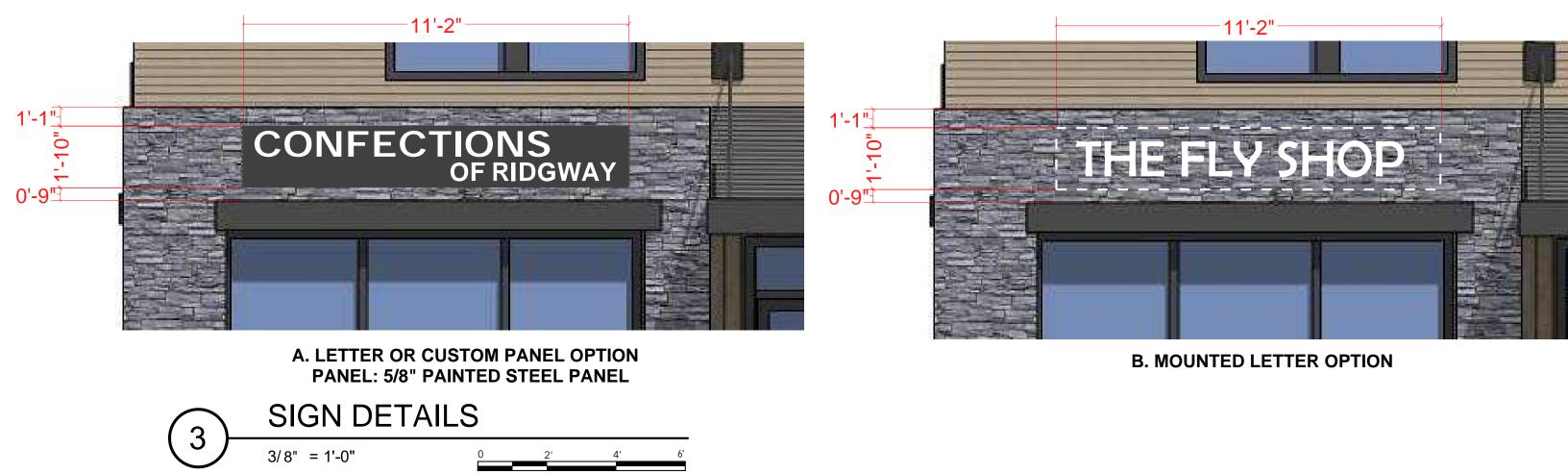
PRELIMINARY PLAT RESUBMISSION

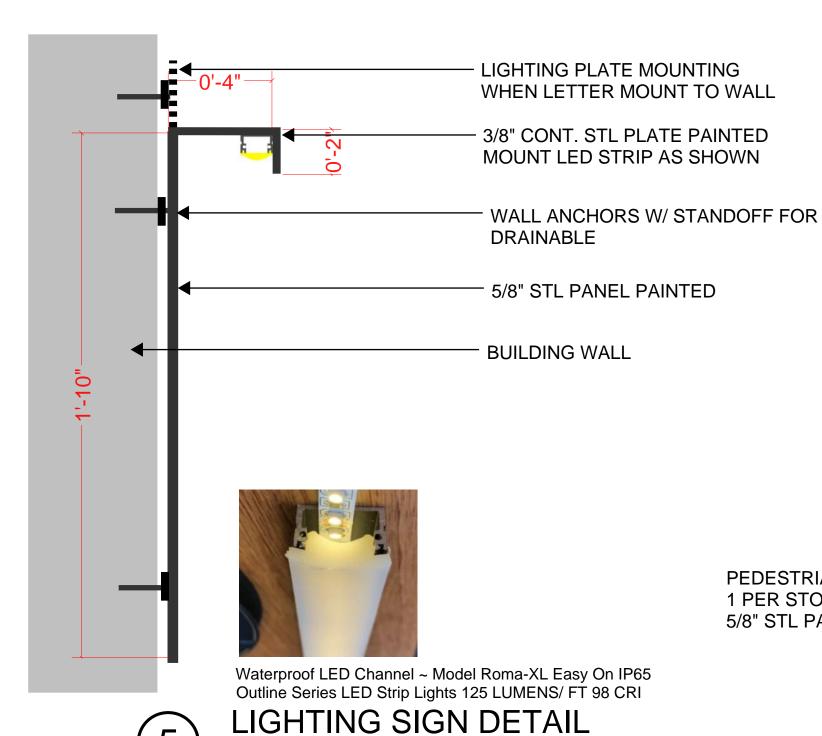
MASTER SIGN PLAN

SM-102

TENANT COMMERCIAL SIGN GENERAL NOTES:

- 1. SIGNS TO CONFORM TO SECTION 7-3-17 OF THE RIDGWAY MUNICIPAL CODE
- 2. ALL SIGNS TO BE MOUNTED ON STEEL PANEL OR CAST/ CUT LETTERS AS NOTED
- 3. ALL COLORS AND FONTS WILL BE SUBJECT TO HOA APPROVAL







BUILDING SIGN AREA CALCULATIONS:

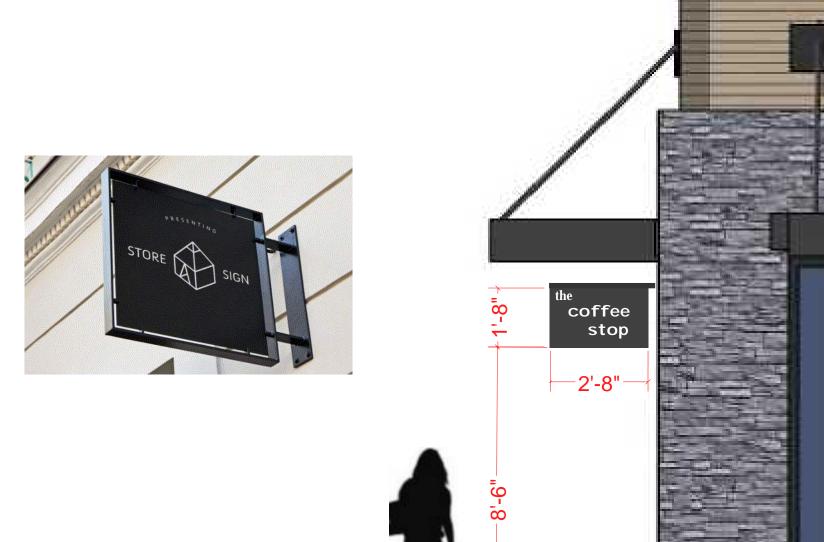
1. EAST AND NORTH FACADES BUILDING SIGNS MOUNTED TO WALL 20sf EA. x 5 = 100sf TOTAL

PEDESTRIAN ORIENTED HANGING SIGN - TYPICAL

2. PEDESTRIAN HANGING SIGNS: $4 \times 2 \text{ FACES} = 8 \text{ sf EA.} \times 5 = 40 \text{ sf TOTAL}$

TOTAL COMMERCIAL BUILDING SIGN SF = 140sf





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

PEDESTRIAN SIGN DETAIL

EAST ELEVATION

NORTH ELEVATION

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RIVERFRONT

VILLAGE

LOT 1, TRIANGLE SUBDIVISION

RIDGWAY, CO 81432

Plot Date: 4/8/2021 12:38:27 PM

Project: 2017

11/19/20 PRELIM. PLAT. RESUBMISSION

04/09/21 PRELIM. PLAT. RESUBMISSION

PRELIMINARY PLAT RESUBMISSION

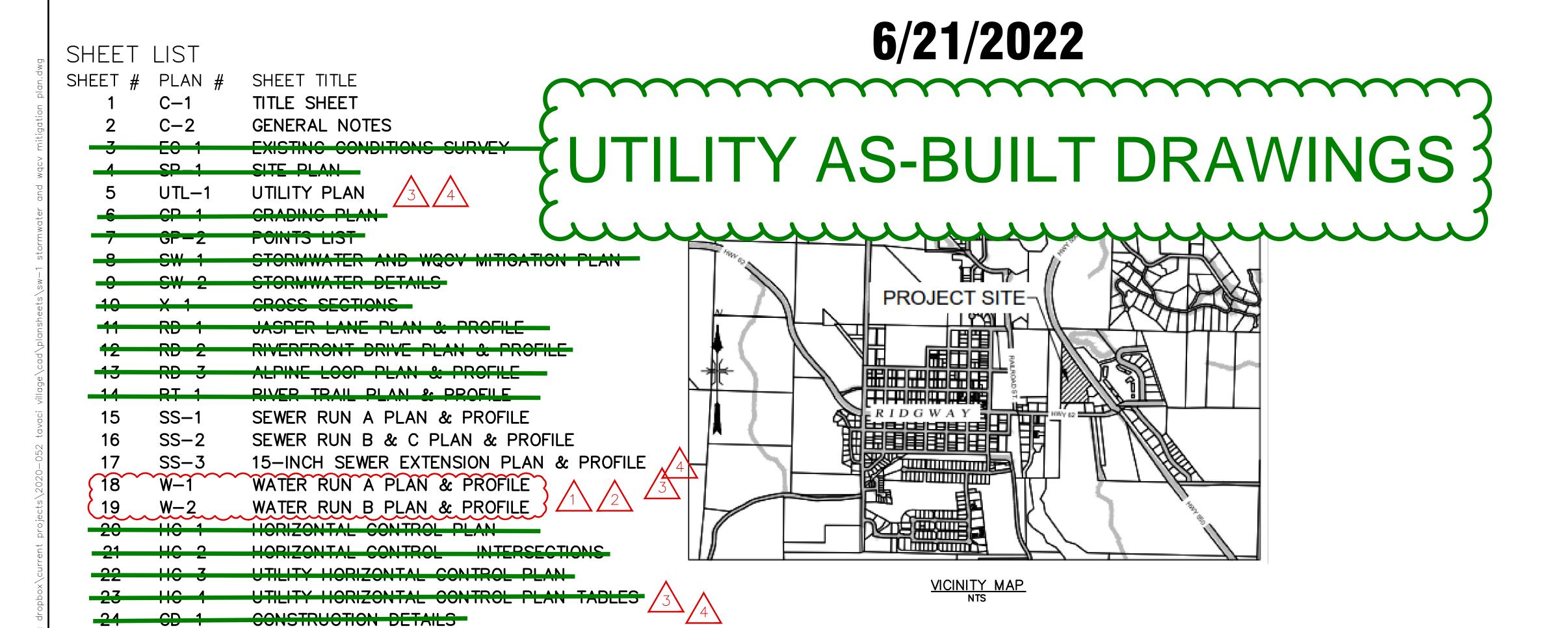
MASTER SIGN PLAN

SM-103

RIVERFRONT VILLAGE

RIDGWAY, COLORADO

CIVIL CONSTRUCTION PLANS



ASSESSOR'S PARCEL #: 430516215001

OWNER:

ALPINE HOMES - RIDGEWAY, LLC PO BOX 81435 TELLURIDE, CO 81432

CIVIL ENGINEER:

SET ENGINEERING, LLC 1309 EAST 3RD AVENUE, SUITE 206 **DURANGO, CO 81301** JAMES GREEN, P.E. 970-403-5088

CIVIL OVERSIGHT AND

DRAINAGE ENGINEER:

UNCOMPAHGRE ENGINEERING, LLC P.O. BOX 3945 TELLURIDE, CO 81435 DAVID BALLODE, P.E. 970-729-0683



P.O. Box 3945 Telluride, CO 81435

970-729-0683

GRAPHICAL SCALE (FT)



1309 E. 3rd Ave., #206 Durango, CO 81301

PLAN NO.

C-1

Date: 6/21/2022

Drawn By: SRH

Sheet 1 of 24

Checked By: JAG



THE PROJECT SHALL BE AS—BUILT PER TOWN STANDARDS.

LINK TO TOWN STANDARDS AND SPECIFICATIONS:
HTTPS://TOWNOFRIDGWAY.COLORADO.GOV/RESOURCES/PLANS-DOCUMENTS-AND-STUDIES

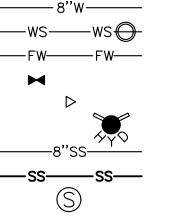
RIVERERONT VILLAGE

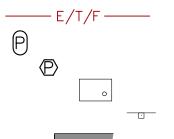
WORK TO BE DONE:

ALL WORK SHALL BE CONSTRUCTED ACCORDING TO TOWN OF RIDGWAY, SAN MIGUEL POWER ASSOCIATION, BLACK HILLS ENERGY, PROJECT GEOTECHNICAL ENGINEER, AND PROJECT CIVIL ENGINEER, THEIR CURRENT STANDARDS AND SPECIFICATIONS. IF CONFLICTS EXIST, CONTACT THE ENGINEER OF WORK AND TOWN REPRESENTATIVE.

LEGEND:

SYMBOL DESCRIPTION





PROPOSED WATER MAIN
PROPOSED WATER SERVICE
PROPOSED FIRE WATER SERVICE

PROPOSED WATER GATE-VALVE PROPOSED THRUST BLOCK

PROPOSED FIRE HYDRANT
PROPOSED SEWER MAIN

PROPOSED SEWER SERVICE
PROPOSED SEWER MANHOLE

PROPOSED CULVERT

PROPOSED UNDERGROUND ELECTRIC PER SMPA

PROPOSED ELECTRIC/TELE/COMM COMMON TRENCH PER SMPA

PROPOSED ELECTRIC TRANSFORMER

PROPOSED ELECTRIC METER

PROPOSED STORMWATER DRYWELL

PROPOSED ADA OR COMBO STOP AND STREET NAME SIGN PER MUTCD

PROPOSED STOP BAR PER MUTCD

ABBREVIATIONS:

(###) = EXISTING ELEVATION
BC = BEGINNING OF CURVE
BOB = BOTTOM OF BOX
BOP = BOTTOM OF PIPE
BOW = BACK OF WALK
BTM = BOTTOM
BW = BOTTOM OF WALL
CL = CENTERLINE
CO = CLEANOUT
EC = END OF CURVE
EG = EXISTING GRADE
EL = ELEVATION
EP = EDGE OF PAVEMENT

EP = EDGE OF PAVEMENT
EX = EXISTING
FES = FLARED END SECTION

FG = FINISH GRADE FS = FINISH SURFACE FL = FLOWLINE ELEVATION

GB = GRADE BREAK GV = GATE VALVE HMA = HOT MIX ASPHALT

HP = HIGH POINT IE = INVERT ELEVATION

IR = IRRIGATION LIP = LIP OF GUTTER NOI = NOTICE OF INTENT

OHE = OVERHEAD ELECTRIC
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE

PCC = POINT OF COMPOUND CURV
PCR = POINT OF CURVE RETURN

PL = PROPERTY LINE PROP = PROPOSED PT = POINT OF TANGENCY

ROW = RIGHT OF WAY SD = STORM DRAIN SMH = SEWER MANHOLE

SWPPP = STORM WATER POLLUTION PREVENTION PLAN
TB = TOP OF BOX

TBC = TOP OF BOX

TBC = TOP BACK OF CURB

TC = TOP OF CURB

TG = TOP OF CORB

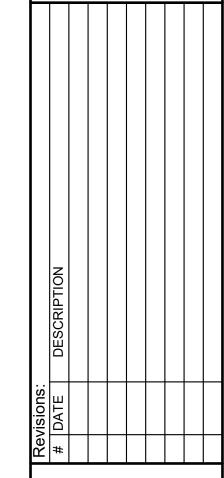
TG = TOP OF GRATE

TOE = TOE OF SLOPE

TOP = TOP OF PIPE OR SLOPE TW = TOP OF WALL WM = WATER METER

WS = WATER SERVICE

GRAPHICAL SCALE (FT)



RIVERFRONT VILLAG GENERAL NOTES RIDGWAY, COLORAD



E N G I N E E R I N G _{L L} 1309 E. 3rd Ave., #206 Durango, CO 81301 970-403-5088

PLAN NO.

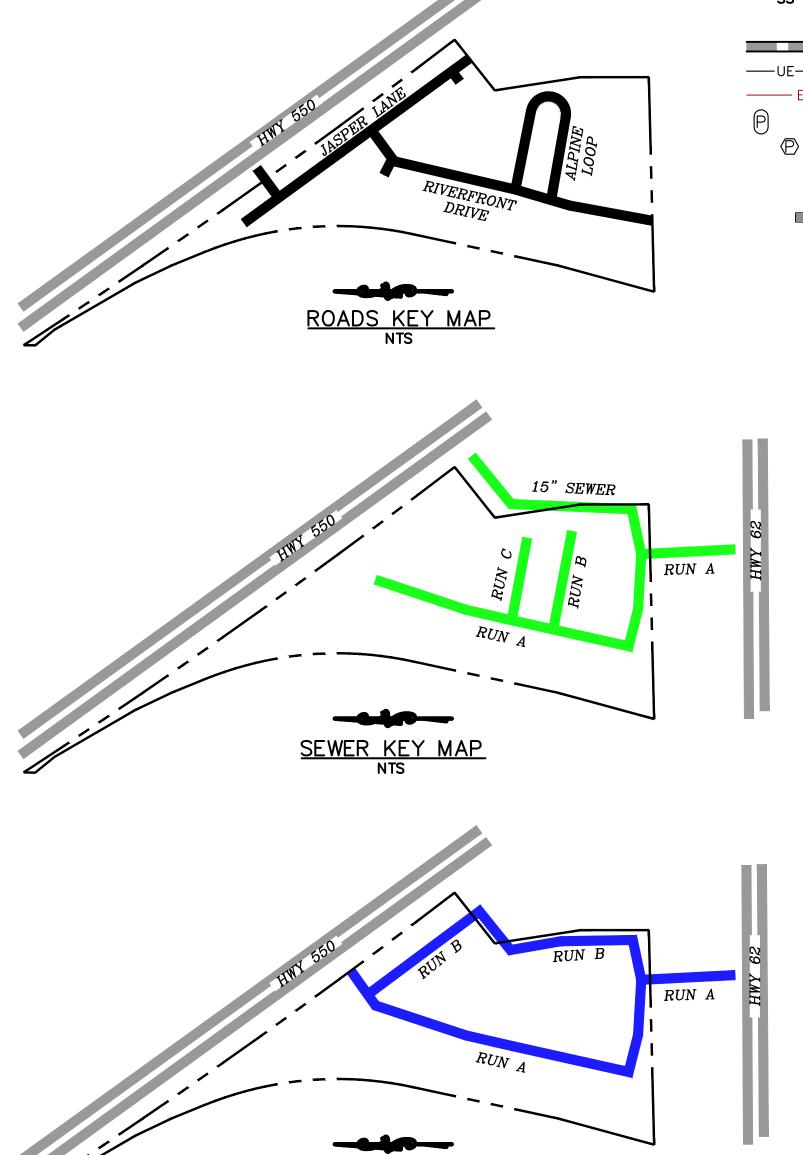
C-2

Shee2 of 24
ProjecRIVERFRONT VILLAGE

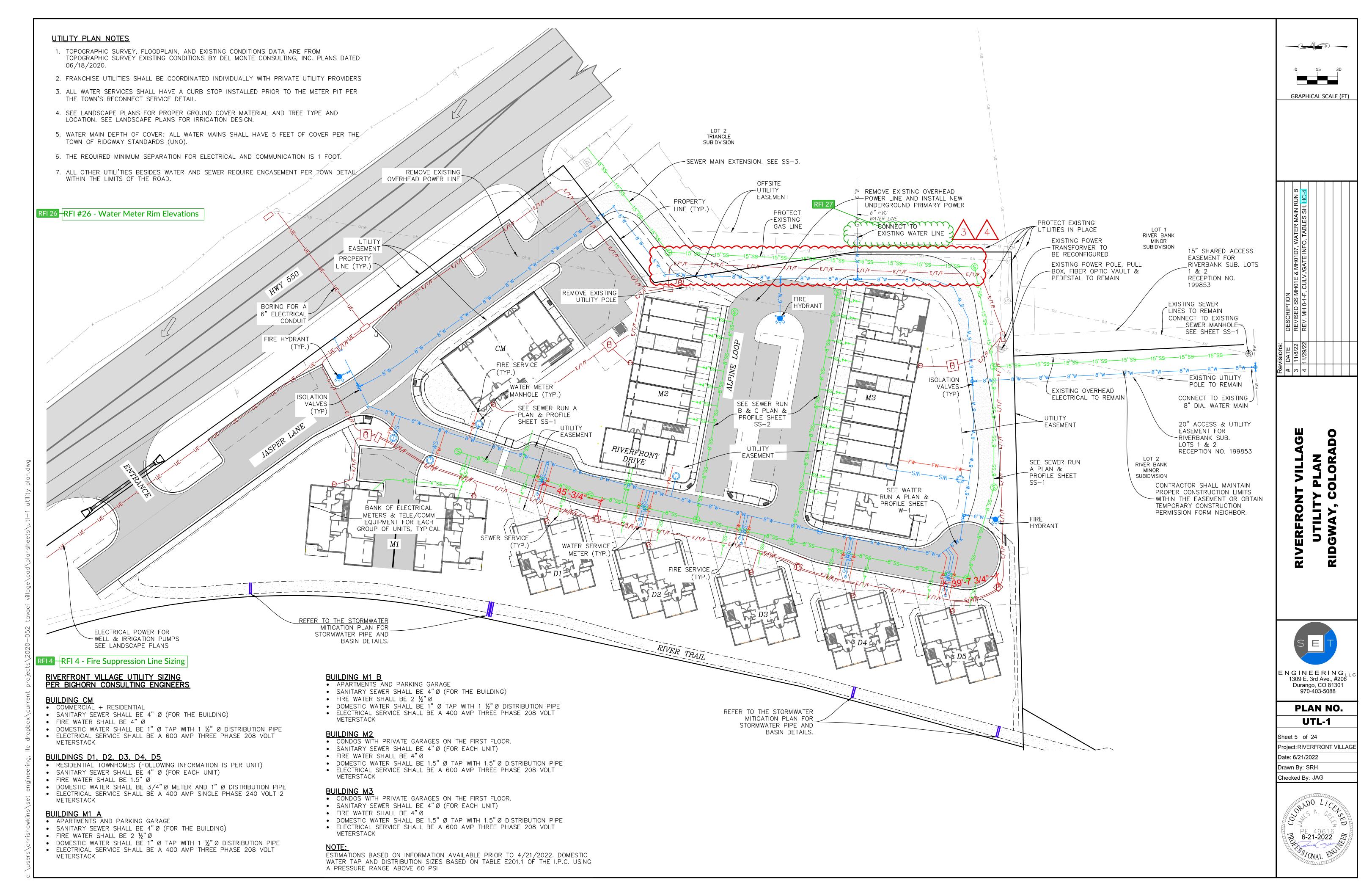
Date06/21/2022 Drawn B**y**8RH

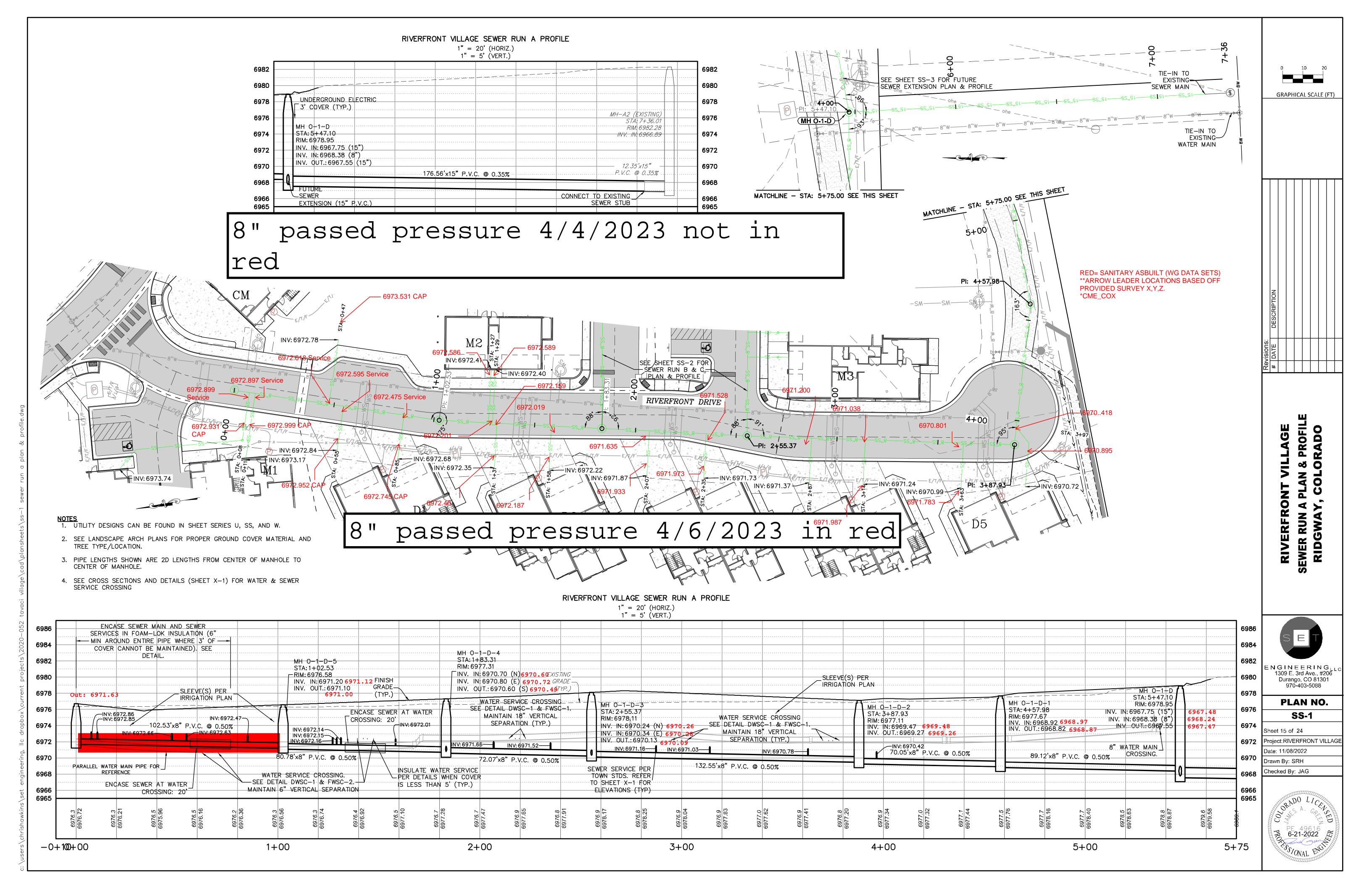
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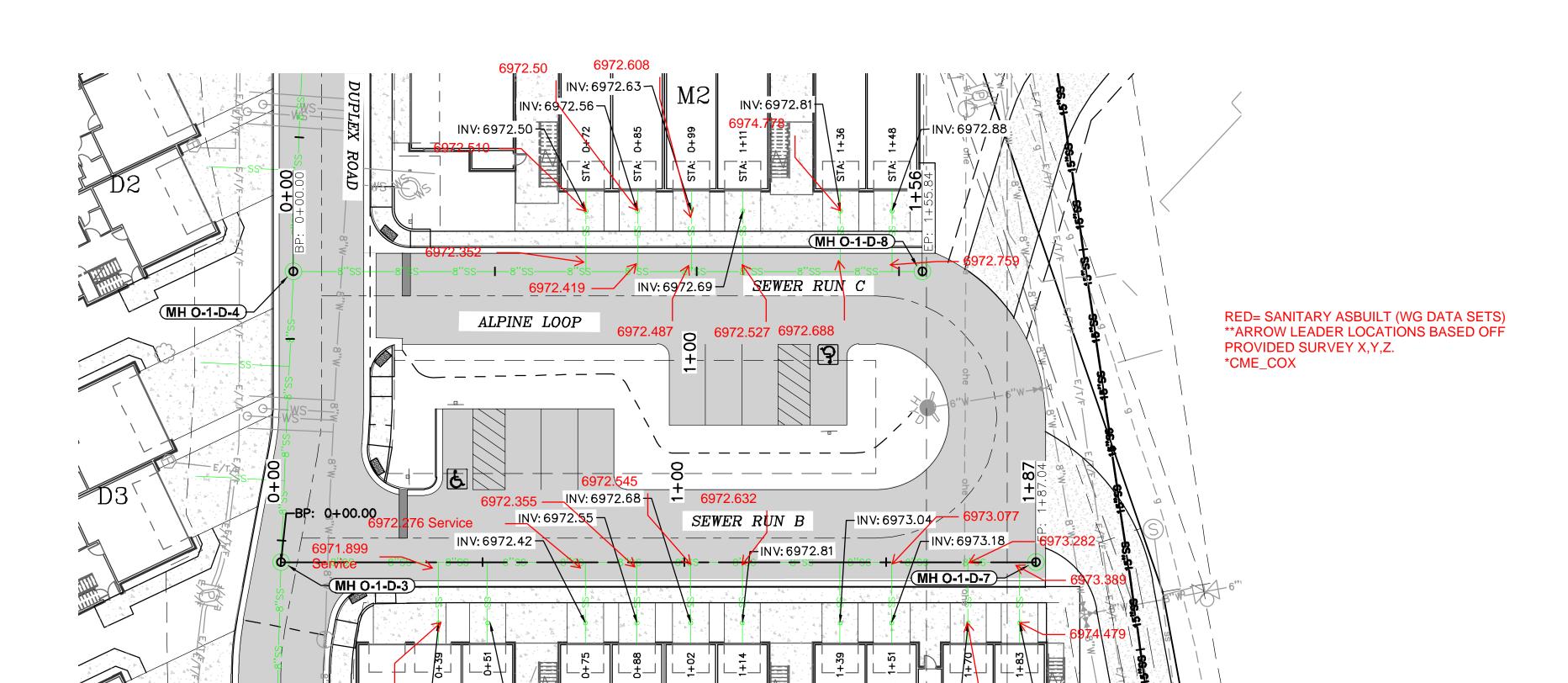




WATER KEY MAP NTS

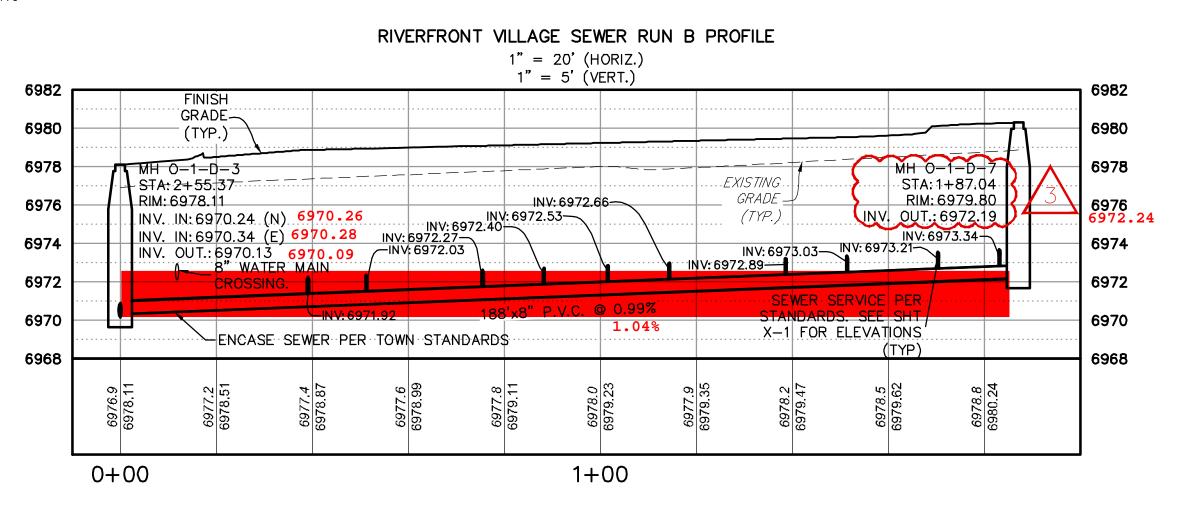


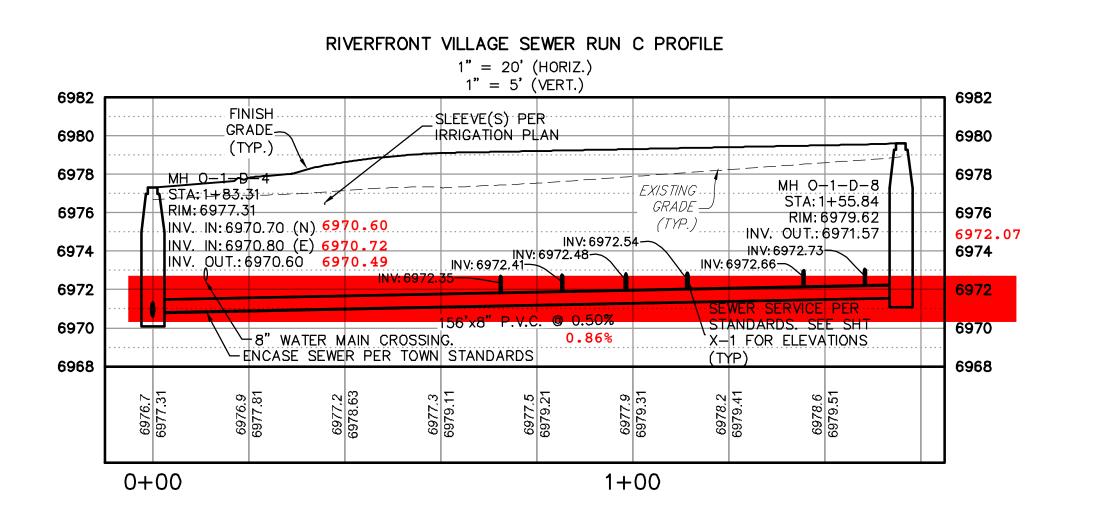


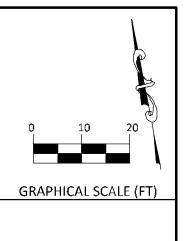


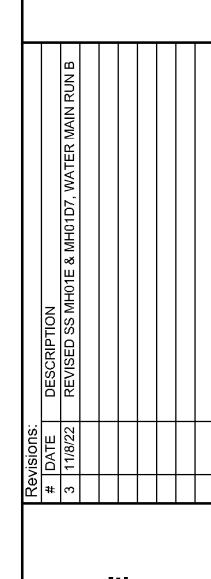
NOTES

- 1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS.
- 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE / ASPHALT.
- SEE CROSS SECTIONS AND DETAILS (SHEET X-1) FOR WATER & SEWER SERVICE CROSSING









RIVERFRONT VILLAGE SEWER RUN B & C PLAN & PROF RIDGWAY, COLORADO



PLAN NO.

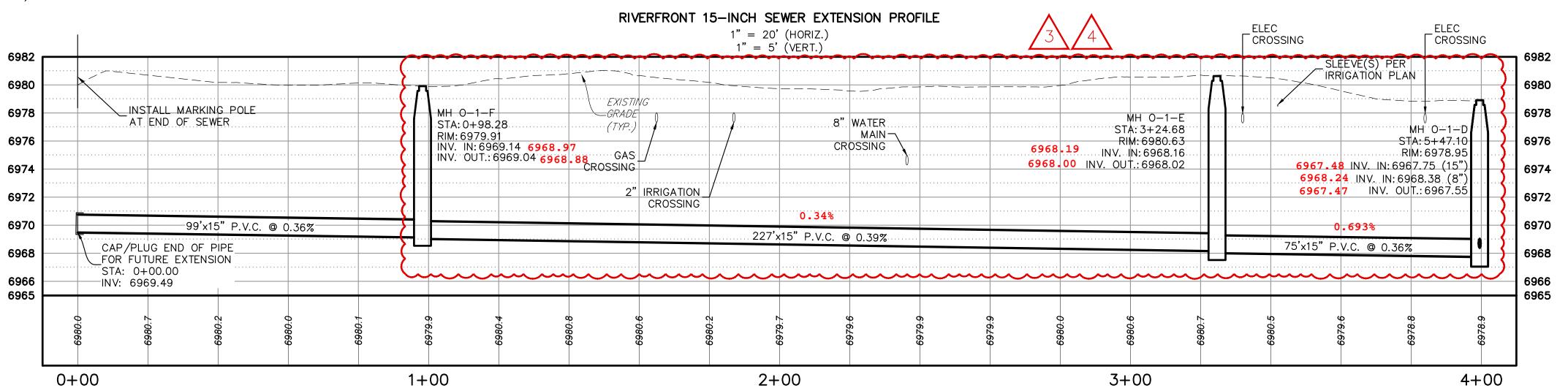
SS-2

Sheet 16 of 24
Project: RIVERFRONT VILLAGE
Date: 11/08/2022

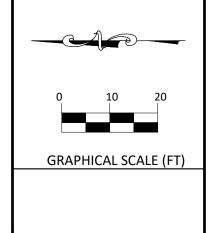
Drawn By: SRH Checked By: JAG



- 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.
- SEE CROSS SECTIONS AND DETAILS (SHEET X-1) FOR WATER & SEWER SERVICE CROSSING



All 15" passed pressure 4/4/2023



| Re | Revisions: | |
|----|------------|---|
| # | # DATE | DESCRIPTION |
| က | 3 11/8/22 | REVISED SS MH01E & MH01D7, WATER MAIN RUN B |
| 4 | 4 11/29/22 | REV. MH 0-1-F, CULV./GATE INFO, TABLES SH. HC-4 |
| | | |
| | | |
| | | |
| | | |
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E N G I N E E R I N G _{L L} 1309 E. 3rd Ave., #206 Durango, CO 81301 970-403-5088

PLAN NO.

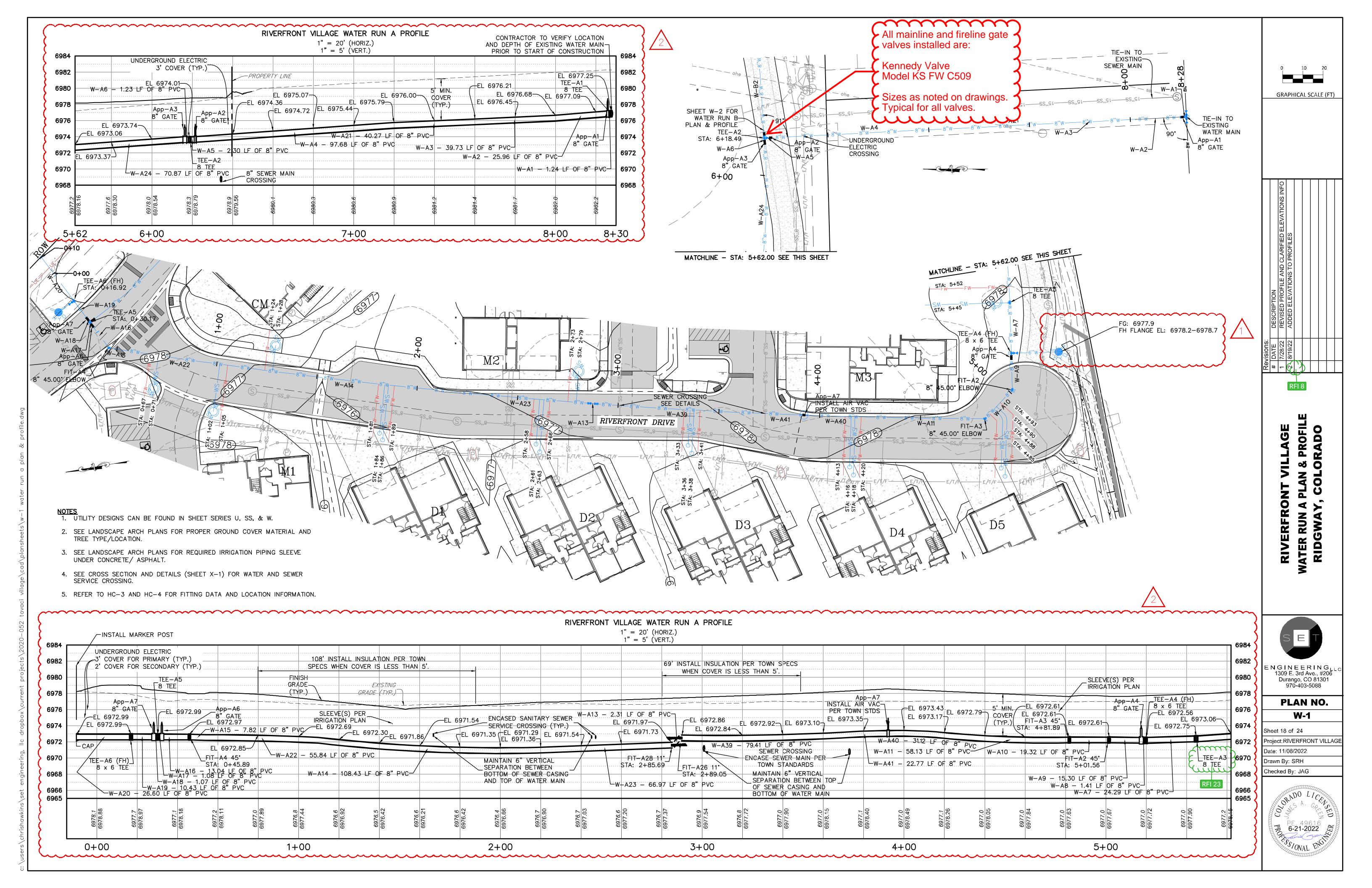
SS-3

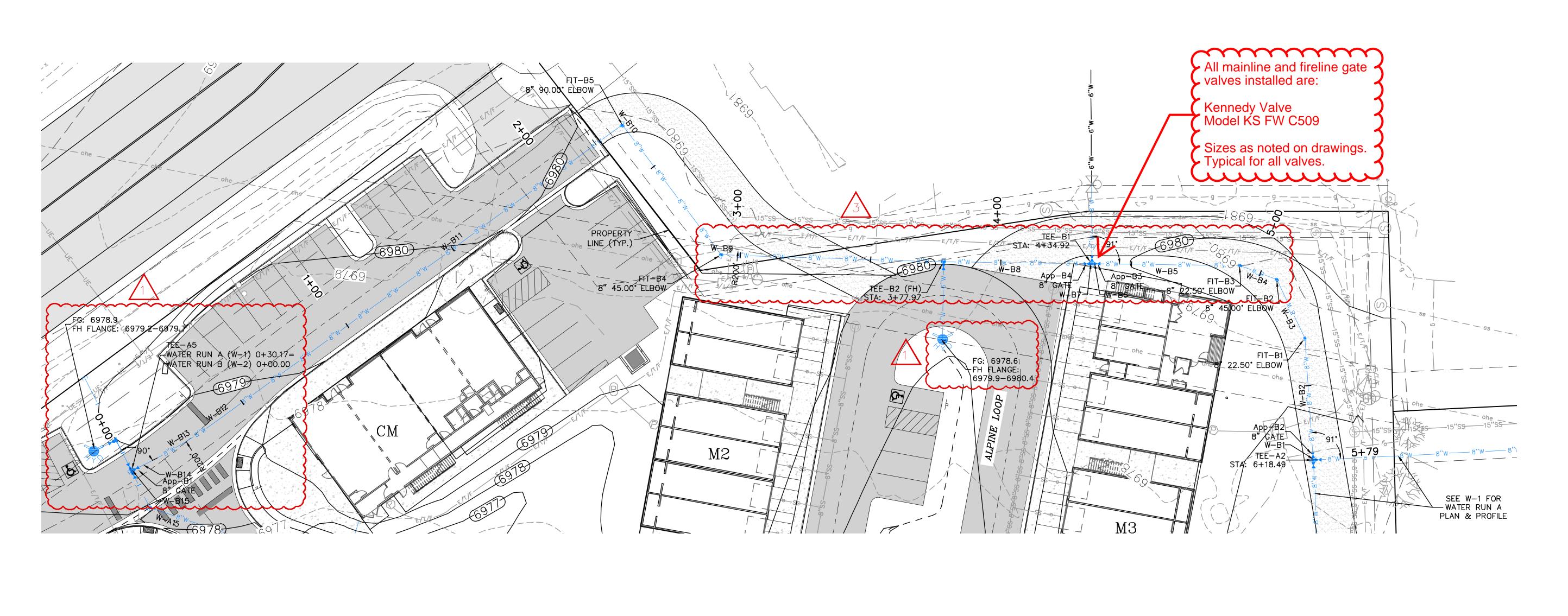
Sheet 17 of 24

Date: 6/21/2022 Drawn By: SRH

Checked By: JAG

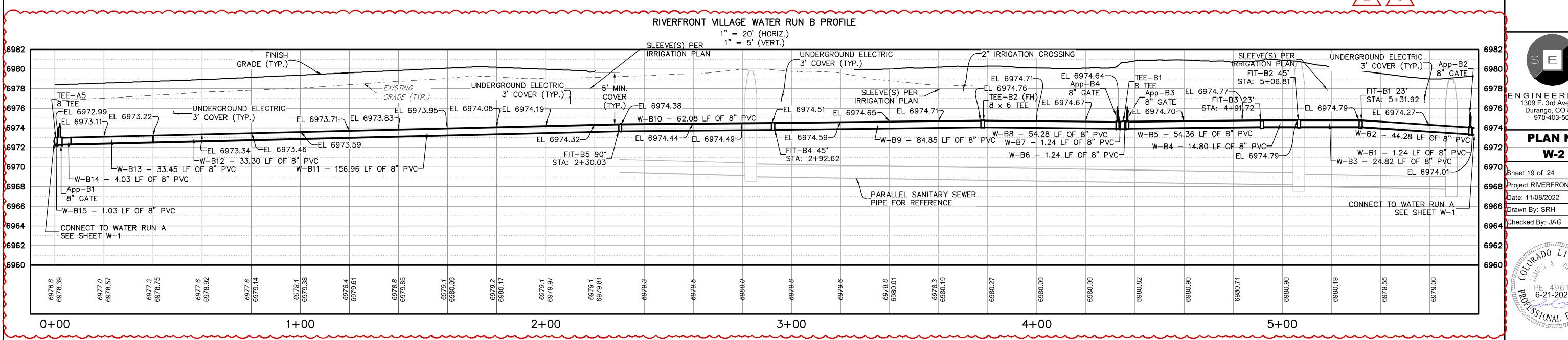






- 1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS, & W.
- 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.
- 4. SEE CROSS SECTION AND DETAILS (SHEET X-1) FOR WATER AND SEWER SERVICE CROSSING.
- 5. REFER TO HC-3 AND HC-4 FOR FITTING DATA AND LOCATION INFORMATION.







N # - (사)

RFI 8

PROFIL RADO

RUN WA

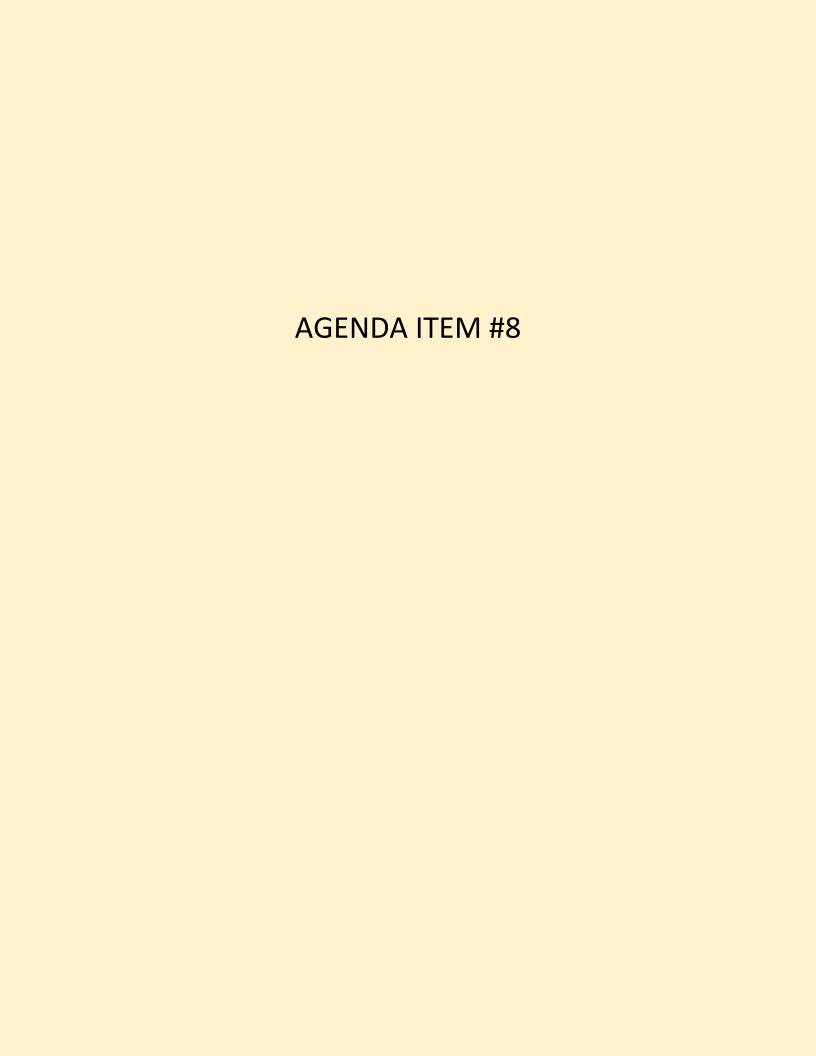
GRAPHICAL SCALE (FT)

1309 E. 3rd Ave., #206 Durango, CO 81301 970-403-5088

PLAN NO. W-2 6970 Sheet 19 of 24

6968 Project: RIVERFRONT VILLAGE Date: 11/08/2022 6966 Drawn By: SRH





ORDINANCE NO. 06-2023

AN ORDINANCE OF THE TOWN OF RIDGWAY COLORADO, GRANTING A FRANCHISE TO SAN MIGUEL POWER ASSOCIATION, INC., TO OPERATE AN ELECTRIC POWER UTILITY WITHIN THE TOWN OF RIDGWAY, AND FIXING THE TERMS AND CONDITIONS THEREOF

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

ARTICLE 1 TITLE AND DEFINITIONS

- 1.1 This Ordinance shall be known and may be cited as the "San Miguel Power Association Franchise Ordinance." It is sometimes herein referred to as this Ordinance or Franchise.
- 1.2 For the purpose of this Franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.
- 1.3 "Town" refers to and is the municipal corporation designated as the Town of Ridgway, Ouray County, Colorado, a Colorado home rule municipality, and is the grantor of rights under this Franchise.
- 1.4 "Company" refers to and is San Miguel Power Association, Inc. and is the grantee of rights under this Franchise.
- 1.5 "Town Council" refers to and is the legislative body of the Town.
- 1.6 "Facilities" refer to and are all facilities reasonably necessary to provide electric service into, within and through the Town, including but not limited to substations, transmission and distribution structures, lines, wires, electrical equipment, transformers, underground lines, meters, meter reading devices, control equipment, streetlights, wires, cables and poles.
- 1.7 Public Utilities Commission" or "PUC" or "Commission" refers to and is the Public Utilities Commission of the State of Colorado or other governmental body succeeding to the regulatory powers of the Public Utilities Commission.

- 1.8 "Residents" refer to and include all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be located, in whole or in part, within the territorial boundaries of the Town.
- 1.9 "Revenues" refer to and mean those gross revenues which the Company receives from sale of electricity to Residents.
- 1.10 "Streets" refer to and are the rights of way of streets, alleys, viaducts, bridges, roads, lanes, public utility easements, and other public rights-of-way in the Town, excluding any such property which is not legally available for the use thereof by the Company. "Within the Streets" shall mean upon, above, under, across, along and within said Streets.
- 1.11 "Public Utility Easement" is any easement dedicated on a subdivision plat, dedicated to, or owned or controlled by the Town or dedicated to the public, which is legally available for Facilities, by its terms.
- 1.12 "Franchise Fee" is defined in Section 4.1(B) of Article 4.

ARTICLE 2 GRANT OF FRANCHISE

2.1 Grant of Franchise.

- (A) The Town hereby grants to the Company, for the period specified, subject to the conditions, terms, and provisions contained in this Franchise, a non-exclusive right, and the Company hereby assumes the obligation to furnish, sell, and distribute electricity to the Town and to all Residents of the Town. Subject to the conditions, terms, and provisions contained in this Franchise, the Town also hereby grants to the Company a non-exclusive right, and the Company hereby assumes the obligation, to acquire, construct, install, locate, maintain, operate, and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, and distribute electricity within and through the Town. The Town also hereby grants to the Company a non-exclusive right, and the Company hereby assumes the obligation, to make reasonable use of the Streets as may be necessary to carry out the terms of this Franchise, subject to all applicable laws, ordinances, regulations, design standards, police powers, and prior course of dealing. These rights and obligations shall extend to all areas of the Town as it is now or hereafter constituted.
- (B) The rights granted by this Franchise are not and shall not be deemed to be granted exclusively to the Company, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation as allowed by law.
- (C) The Town retains the right to use, control, and regulate, through the exercise of its police power, the use of the Streets; and the Town retains the right to impose such

- other regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety, and welfare of the Town.
- (D) Neither the Town nor the Company waives any rights under the constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.
- (E) This Franchise constitutes a valid and binding contract between the Company and the Town. In the event that the Franchise Fee specified herein is declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the Company shall be contractually bound to collect and pay monthly rental fees to the Town in an aggregate amount that would be, as nearly as practical, equivalent to the amount which would have been paid by the Company as the Franchise Fee hereunder as consideration for use of the Town's Streets.
- (F) The rights and obligations provided for in this Franchise encompass street lighting service to the Town, and the provisions of this Franchise apply with full and equal force to the street lighting service provided by the Company.

ARTICLE 3 TERM OF FRANCHISE

3.1 <u>Term of Franchise</u>. This Franchise shall take effect upon its adoption and shall supersede the prior Franchise. Unless terminated in accordance with other provisions as contained herein, the term of this Franchise shall be for 15 years, or until October 1, 2038.

ARTICLE 4 FRANCHISE FEE

4.1 Franchise Fee.

(A) In consideration for the Franchise rights granted herein, which provide, among other things, for the Company's use of the Streets, which are valuable public properties acquired and maintained by the Town at great expense to its Residents, and in recognition that the grant to the Company of the use of those Streets, and of the right to provide service to the Town's Residents, are valuable rights, the Company shall collect and pay the Town the sums provided in this Section. Except as specified in this Franchise, payment of the Franchise Fee shall not exempt the Company from any other lawful taxes or fees; however, the Franchise Fee provided for herein shall constitute the exclusive monetary payment by the Company to the Town for the Company's use and occupancy of the Streets except as specifically provided herein.

- (B) The Company shall collect and pay to the Town a sum of two percent (2%) of Revenues.
- (C) A transaction or arrangement between the Company and any third party which has the effect of circumventing payment of the Franchise Fee or evasion of payment of Franchise Fee by non-collection, non-reporting, or any other means which evade the actual collection of Revenues by the Company is prohibited.
- (D) No acceptance of payment by the Town from the Company shall be construed as an agreement that the amount paid is the correct amount, nor shall acceptance be construed as a release of any claim of which the Town may have for additional sums due and payable under this Franchise.
- 4.2 Remittance Schedule. The Company shall remit the Franchise Fee to the Town quarterly within 60 days of each calendar quarter. All payments shall be made to the Town. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee, the error shall be corrected in the next quarterly payment; except that, in the event an error by the Company results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of Five Thousand Dollars (\$5,000), credit for the overpayment shall be spread over the same period the error was undiscovered. If the overpayment is less than Five Thousand Dollars (\$5,000), credit shall be taken against the next payments. In no event shall the Town be required to refund any overpayment made as a result of a Company error which occurred more than three (3) years prior to the discovery of the Company error. Underpayments shall be subject to 1 ½ % interest per month until paid in full.
- 4.3 <u>Franchise Fee Payment not in Lieu of Permit or Other Fees.</u> Payment of the Franchise Fee by the Company is accepted by the Town in lieu of any utility occupation tax or any rental fee, for the Company's use or occupation of Town Streets, or for the installation, operation and maintenance of Company Facilities. Payment of the Franchise Fee does not exempt the Company from any other lawful tax or fee, including any fee for an excavation permit, street cut permit, or similar requirement, or sales and use taxes and general *ad valorem* property taxes.

ARTICLE 5 MODIFICATION OF FRANCHISE FEE

5.1 <u>Change of Franchise Fee and Other Terms.</u> In recognition of the length of the term of the Franchise, and in further recognition of the possibility of legislative regulatory amendments which may allow for the wheeling of electricity through the Facilities, the parties agree that in the event of such regulatory amendments, or in any unexpected event which would result in a significant decrease in the Franchise Fees the Company and the Town agree to modify the computation of the Franchise Fee in accordance with Section 16.2 of Article 16.

5.2 <u>Change of Franchise Fee</u>. Once during each calendar year of the Franchise term the Town, upon giving ninety (90) day's notice to the Company of its intention to so do, may review and change the Franchise Fee the Town may be entitled to receive as a part of the Franchise. The Company shall report to the Town within 60 days of the execution of a subsequent franchise or of any change of an existing franchise, which increases the franchise fee in any other municipality to which the Company supplies electric service. If the Town decides the fee shall be changed within the Town, it shall provide for such change by ordinance.

ARTICLE 6 DISCLOSURE OF RECORDS

6.1 Town Information Rights.

- (A) The Town or its designated representative or agent, shall have access to the books and records of the Company during normal business hours upon reasonable notice for the purpose of ascertaining compliance with the terms of this Franchise. The Town may use such information for the purposes of enforcing its laws, ordinances, and regulations. Nothing herein shall exempt the Company from any other requirements regarding the production of information as provided in the laws, ordinances and regulations of the Town.
- (B) To the extent allowable by law, the Company shall supply the Town with all of the following information annually without cost to the Town:
 - (1) Annual reports, including but not limited to, its annual report to its consumers; and
 - (2) Annual financial summaries of the Revenues during the previous year; and
 - (3) The Company shall prepare and submit to the Town a map showing the location of its system, showing location, size and depth of lines, incident to the distribution system, so far as such Facilities can reasonably be projected. The map shall be updated annually and shall be delivered to the Town Clerk's office within ten (10) days of completion by the Company. If the Company fails to keep such map current and provide the required information, the Town can cause such work to be done and charge all cost thereof to the Company. The Company shall also submit the map on digital media. Such map may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request.
- (C) To the extent allowable by law, within ten (10 days of such request the Company shall supply the Town with all of the following information upon written request:

- (1) Copies of the official minutes of Board of Directors meetings for the previous year; and
- (2) A summary of conversions and replacements within the Town which have been accomplished or are underway by the Company, if applicable; and
- (4) Copies of tariffs including but not limited to all tariffs, rules, regulations, and policies relating to service by the Company to the Town and its Residents; and
- (D) To the extend allowable by law, the Company shall automatically supply the Town with all of the following information:
 - (1) Copies of supporting documentation for the calculation of the Franchise Fee; and
 - (2) An inventory of the Company's Facilities within the Town; and
 - (3) Annual and long-term reports for capital improvements planned within the Town; and
 - (4) The Company's plans for additional conversions and replacements within the Town, if applicable; and
- 6.2 <u>Enforcement of Town Ordinances.</u> The Town may use the meter information obtained from audits for the purposes of enforcing its laws, ordinances, and regulations.

ARTICLE 7 RATES

- 7.1 <u>General Provisions</u>. Rates charged by the Company for service hereunder shall be fair and reasonable. The Company agrees that it shall be subject to all authority now or hereafter possessed by any regulatory body having jurisdiction to fix just, reasonable, and compensatory electric rates. The Company further agrees that the system shall be so designed, constructed, and sources of electricity utilized as to provide the most economic development and favorable rate structure possible, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions.
- 7.2 <u>Comparable rates</u>. For each rate category within the Company's service area, rates charged to customers within the Town shall be no higher than the lowest rates charged to the Company's customers in the same rate category, excluding franchise fees and other taxes, if applicable.

7.3 <u>Rates applicable to Town Street Lighting and Town -owned facilities</u>. Rates charged to the Town by the Company for street lighting and Town-owned facilities shall be no higher than the lowest rates charged to the Company's customers for the same rate category, excluding franchise fees and other taxes, if applicable.

ARTICLE 8 CONSTRUCTION AND DESIGN

8.1 Reliability.

- (A) The Company shall at all times take all reasonable and necessary steps to assure the adequate distribution of electricity to the Town and its Residents at the lowest reasonable cost consistent with the term of this Franchise. In addition, the Company shall operate its Facilities pursuant to the highest practicable level of service quality and reliability in providing electricity to the Town and its Residents. The Company recognizes that maintaining service reliability is a substantial obligation under this Franchise. Upon the Town's request, the Company will provide the Town copies of service reliability reports.
- (B) If the distribution of electricity to the Town or any resident of the Town is interrupted, the Company shall take all necessary and reasonable actions to restore such distribution in the shortest practicable time. If the distribution of electricity is to be interrupted due to a planned outage, except in cases of emergency outage repair, the Company shall take adequate reasonable efforts to notify its customers and the Town in advance. The Company shall keep on file in its local office copies of its Rate Schedules, Standards for Service, Rules and Regulations, and Service Connection and Extension Policies concurrently in effect or filed with the PUC or other competent authority having jurisdiction in the premises, which copies shall be made available to the Town and its Residents.
- (C) The Company shall provide to the Town telephone numbers of the Company's dispatch center that will permit the Town to obtain status reports from the Company on a twenty-four hour basis concerning interruptions of the distribution of electricity in any portion of the Town.

8.2 Obligations Regarding Company Facilities.

- (A) All work by the Company shall be done in accordance with standards set by the Rural Utilities Service, United States Department of Agriculture.
- (B) The installation, repair, or maintenance of Company Facilities shall not interfere with water facilities, sanitary or storm sewer facilities, communication facilities, or other uses of the Streets. Interference with landscaping and other natural features shall be minimized.

- (C) The Company shall promptly repair all damage to non-Company property caused by Company activities or Facilities. If such damage poses a threat to the health, safety, or welfare of the public or individuals, the Town may cause repairs to be made, and the Company shall promptly reimburse the Town for the cost of such repairs.
- (D) All non-electrical work is subject to inspection by the Town and a determination by the Town that said work has been performed in accordance with all applicable laws, ordinances, and regulations of the Town. The Company shall promptly perform reasonable remedial action required by the Town pursuant to any such inspection. It shall be a condition of the Town's approval that, for any Facility installed, renovated, or replaced after the effective date of this Franchise, the Company shall provide the Town with as-built drawings of each such Facility in such formats and providing such details as reasonably requested by the Town. Such drawings may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request. Qualified Town personnel may inspect electrical work.
- (E) The installation, renovation, and replacement of any Facilities in the Streets by or on behalf of the Company shall be subject to inspection and approval by the Town as to location. Such inspection and approval may include, but not be limited to, the following matters: location of Facilities in Streets; cutting and trimming of trees and shrubs; disturbance of pavements, sidewalks, and surfaces of Streets.
- (F) The Company and all of its contractors shall comply with all applicable Town laws, ordinances, and regulations. The Company shall require its contractors working in the Streets to hold the necessary licenses and permits required by the Town and other entities having jurisdiction.
- (G) The Company shall provide, when available, as-built drawings in digital formats and providing such details as reasonably requested by the Town, of each Company Facility. Such drawings may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request.
- 8.3 <u>Excavation and Construction</u>. The Company shall be responsible for obtaining all applicable permits, including any excavation, encroachment, or street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All public and private property whose use conforms to restrictions in public easements disturbed by Company construction or excavation activities shall be restored by the Company at its expense to substantially its former condition according to then existing Town laws, ordinances, and regulations.

8.4 <u>Location and Relocation of Company Facilities.</u>

(A) Except as located as of the date of this Franchise, the location of the Company's

Facilities shall be subject to the prior approval of the Town, shall be located to maximize the potential use of the right of way, minimize interference with the Town's use and facilities, and conform to requirements of Town standards and specifications.

- (B) If at any time the Town requests the Company to relocate its Facilities, in order to allow the Town to make any use of Streets, or if at any time it shall become necessary or convenient, because of a change in the grade, by reason of the improving, repairing, constructing, or maintaining of any Streets, by reason of traffic conditions, or public safety, or by reason of installation of any type of Town utility facilities, project or other improvement, to move or change the Company's Facilities within or adjacent to Streets in any manner, either temporarily or permanently, the Town shall endeavor to notify the Company at least 90 days in advance, except when impractical or in the case of emergencies, of the Town's intention to perform or have such work performed. The Company shall thereupon, at its cost, accomplish the necessary relocation, removal or change within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the Town has notified the Company that it intends to commence its work or immediately in the case of emergencies. Company's failure to accomplish such work, the Town may perform such work at the Company's expense and the Company shall reimburse the Town within 30 days after receipt of a written invoice therefore. Following relocation, all property negatively impacted by the activities of the Company shall be restored to, at a minimum, the condition which existed prior to construction by the Company at the Company's expense, and revised as-built plans submitted to the Town.
- (C) The Town may require the relocation of Facilities which are improperly installed in a location different from that approved by the Town following the procedures set out in (B) above.
- (D) When requested by the Town or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated Town projects that will require relocation of Company Facilities. Such meetings shall be for the purpose of providing both parties the opportunity to, in good faith, evaluate reasonable alternatives and/or cost saving measures in an attempt to minimize the fiscal impact upon the Company from the proposed relocation, and establish timetables with anticipated commencement and completion dates.
- (E) Following relocation, all property negatively impacted by the activities of the Company shall be restored to substantially its former condition by the Company at its expense, in accordance with then existing Town laws, ordinances, and regulations.
- (F) Relocated Facilities shall be underground, unless exempted pursuant to Article 12. The Town will not require relocation solely to cause the undergrounding of Facilities.

- (G) The Company shall report to the Town within sixty (60) days of the execution of a subsequent franchise or of any change of an existing franchise which includes terms that are more favorable to the Town than this Section 8.4.
- 8.5 <u>Service to New Areas</u>. If the boundaries of the Town are expanded during the term of this Franchise, the Company shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this Franchise, including payment of Franchise Fees.
- 8.6 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its Facilities to provide electric service to the Town for municipal uses within the Town limits or for any major municipal facility outside the Town limits, and within the Company certificated service area, without requiring the Town to advance funds prior to construction. Upon completion, the Town shall pay invoice within 30 days of receipt.

8.7 <u>Technological Improvements</u>.

- (A) The Company shall generally introduce and install, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.
- (B) While maintaining flexibility in the provision of services, the Company's system shall, at all times, be no less advanced than any other system operated by the Company within the Company's service area, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions; provided, however, should an upgrade of the utility services provided to customers within the Town be requested by the Town Council, the Company shall have the right to meet, confer, and negotiate with the Town concerning the economic practicality of such an upgrade, giving due consideration to the remaining term of the Franchise and other reasonable incentives. The Company shall submit to the Town related information upon the Town Council's request, including, but not limited to: a plan for provision of such services, or a justification indicating the reason such services are not feasible for the Company's customers within the Town. Company retains the right to make the final decision as to the technological improvements or upgrades made by the Company.
- (C) <u>Scope of Activities Authorized By Franchise</u>. The provisions of this Franchise apply specifically to electric services. Nothing in this Franchise precludes the Company from engaging in any other lawful activities that are not subject to franchise ordinances.

8.8 <u>Renewable Power.</u> The Company will continue with its efforts to promote power from renewable sources within the Town and will make power from renewable sources available for purchase to Town and its Residents, to the extent power from renewable sources is available to the Company.

ARTICLE 9 COMPLIANCE

- 9.1 <u>Town Regulation</u>. The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such laws, ordinances, and regulations deemed necessary by the Town in the exercise of its police power for the protection of the health, safety, and welfare. The Company shall comply with all applicable laws, ordinances, and regulations of the Town, including but not limited to all Town building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities.
- 9.2 Town Review of Plans. Prior to construction of any significant Facilities such as transmission lines and substations within the Town, or of a building or other structure within the Town, the Company shall furnish to the Town the plans and a description of the proposed location of such Facilities, building, or structure. In addition, upon request by the Town, the Company shall assess and report on the impact of its proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ensure that all applicable laws, including building and zoning codes and air and water pollution requirements, are met, that aesthetic and good planning principles have been given due consideration, and that adverse impact on the environment has been minimized. The Company shall comply with all regulatory requirements of the Town.
- 9.3 <u>Inspection</u>. The Town shall have the right to inspect, at all reasonable times, any portion of the Company's electric system used to serve the Town and its Residents. The Company agrees to cooperate with the Town in conducting the inspection to correct any safety issues affecting the Town's interest in a prompt and efficient manner. Said inspection by the Town shall be performed only by qualified inspectors.

ARTICLE 10 USE OF COMPANY FACILITIES

10.1 Town Use. The Town shall be permitted to make all reasonable use of the Company's underground conduits, distribution poles and street lighting poles for any Town purpose so long as such use complies with appropriate safety codes including the Company's safety regulations. Said use shall be without cost to the Town so long as such use does not unreasonably interfere with the Company's use or future use of its Facilities or create a hazard. The Town shall be responsible for all costs, including maintenance costs,

associated with any modifications to the Company's Facilities to accommodate the Town's use of such Facilities.

- Non-Competitor's Use. The Company shall allow telecommunications companies and/or cable companies who hold a franchise or encroachment permit from the Town to utilize the Company's distribution poles and other suitable overhead structures or underground conduits for the placement of their facilities based upon the Company's joint use agreements, so long as such terms and conditions are not inconsistent with the Company's obligations under this Franchise. The Company shall not be required to assume any liability nor to be put to any additional expense in connection with any such use; nor be required to permit any such use for the distribution of electricity. No such use shall be required if it would constitute a safety hazard or would unreasonably interfere with the Company's use of the same.
- 10.3 <u>Competitor's Use</u>. If the Company chooses, or is required by law, to transport electricity supplied by other entities over the Company's Facilities to Town Residents, such transportation shall not be prohibited under this Franchise. The Company shall periodically report to the Town a list of all entities for which the Company is providing such transport services, and to the extent allowable by law the names and addresses of each such entity and each Town resident to whom electricity is transported, and the amount of electricity transported by the Company for each such entity. Nothing in this Franchise shall preclude the Town from collecting from such entities or Residents all applicable taxes and fees required by the Town's laws, ordinances, and regulations.
- Emergency Use. In the case of any emergency or disaster, the Company shall, upon 10.4 reasonable request of the Town, cooperate and upon mutual consent, make available its Facilities for emergency use. For purposes of this section, the terms "emergency" or "disaster" shall be defined as any period of time declared an emergency or disaster by appropriate Federal or State agencies. Such use of Company Facilities shall be of a limited duration and will only be allowed if the use does not interfere with the Company's own use of its Facilities occasioned by such emergency or disaster. Such use of Company Facilities shall comply with all safety rules and regulations of the Company. Notwithstanding the terms of Section 11.1 (B), the Town agrees to indemnify and hold harmless the Company, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such use, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Town, any subcontractor or the Town, or any officer, employee, representative of the Town, or which arise out of any worker's compensation claim of any employee or the Town or of any employee of any subcontractor of the Town. The Town agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Town, or at the option of the Company, agrees to pay the Company or reimburse the Company for the reasonable defense costs incurred by the Company in connection with any such liability

claims or demands. The Town also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false, or fraudulent. The obligation of this section shall not extend to any injury, loss, or damages to the extent it is caused solely by the act, omission, error, professional error, mistake, negligence, or other fault of the Company, its officers, or its employees.

- 10.5 <u>Trenches Available for Town Use</u>. The Town and Company agree that it is in the best interest to the community to share and combine facilities in common trenches, ductways, or conduits. The Company and Town hereby agree to work together to see that facilities are combined to minimize impacts to the community. The use of common trenches, ductways or conduits shall be in accordance with the Town design standards and regulations.
- 10.6 <u>Underground Conduit</u>. If the Company installs new electric underground conduit or opens a trench or replaces such conduit, the Company shall provide adequate advance notice of such activity to permit additional installation of similar conduit and pull wire for the Town and other overhead users at their cost. If the Town desires to have additional similar conduit and pull wire for its use, it will so notify the Company and provide similar conduit and pull wire to the Company at the Town's expense. The Company agrees to install such conduit and pull wire for the Town, and the Town shall pay the prorated amount of the Company's actual cost attributable to installing the Town's conduit and pull wire. "Actual cost" shall not include the Company's cost of opening and closing the trench. The Company shall not be liable for any damage for this conduit and pull wire subsequent to successful installation.

ARTICLE 11 INDEMNIFICATION OF THE TOWN

11.1 Town Held Harmless.

The Company agrees to indemnify and hold harmless the Town, its officers, (A) employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Franchise, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Company, any subcontractor or the Company, or any officer, employee, representative of the Company, or which arise out of any worker's compensation claim of any employee or the Company or of any employee of any subcontractor of the Company. The Company agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Company, or at the option of the Town, agrees to pay the Town or reimburse the Town for the reasonable defense costs incurred by the Town in

connection with any such liability claims or demands. The Company also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false, or fraudulent. The obligation of this Paragraph (A) shall not extend to any injury, loss, or damages to the extent it is caused solely by the act, omission, error, professional error, mistake, negligence, or other fault of the Town, its officers, or its employees.

- (B) Company hereby waives any claim for damages to its Facilities against the Town, its officers and employees, except for damages caused by the negligence, recklessness, or the specific intent of the Town, its officers, employees, representatives or contractors.
- (C) The Company agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Company pursuant to Paragraph (A). Such insurance shall be in addition to any other insurance requirements imposed by this Franchise or by law. Evidence of qualified self-insurance status may be substituted for the insurance required by this paragraph. The Company shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph (A) by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance, or types.
- (D) Company shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover liability claims, demands, and other obligations assumed by the Company pursuant to Paragraph (A). In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (1) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Franchise, and employers' liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease-policy limit, and five hundred thousand dollars (\$500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
 - (2) Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. the policy shall be applicable to premises and operations. the policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual,

- independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. the policy shall contain a severability of interests provision.
- (3) Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less that one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Company's owned, hired and non-owned vehicles assigned to or used in performance of the services. the policy shall contain a severability of interests provision. if the Company has no owned automobiles, the requirements of this paragraph (3) shall be met by each employee of the Company providing services to the Town under this Franchise.
- (E) The policy required by Paragraphs (D)(2) and (3) above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Company. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Company shall be solely responsible for any deductible losses under any policy required above.
- (F) The certificate of insurance provided to the Town shall be completed by the Company's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to any commencement of the Franchise. No other form of certificate shall be used. The certificate shall identify this Franchise and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to the Town.
- (G) Failure on the part of the Company to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Franchise after the Town has provided Company written notice of the failure, and 60 days thereafter to cure any failure to procure or maintain policies. Thereafter, if Company has failed to cure, the Town may terminate this Franchise, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Company to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Company from the Town. Termination of this Agreement will not affect the collection of applicable surcharges imposed pursuant to the provisions of Section 8.4(G).

- (H) 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 Franchise, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., as from time to time amended, or otherwise available to the Town, its officers, or its employees.
- (I) The indemnification hereby extended shall include delay damages as that term is used in C.R.S. § 24-91-103.5 et seq., as amended from time to time, or any successor law thereto, awarded against the Town in favor of contractors for damages incurred by contractors for delays experienced in the performance of public works contracts entered into with the Town; provided, however, that said indemnification shall extend only to those delays in performance of public works contracts for which the Company either agrees it is responsible or which were caused as the result, in whole or in part, of the acts or omissions of the Company in the performance of its obligations under this Franchise. Unless the Company otherwise agrees in writing, in no event shall the Company be required to indemnify the Town for any delay damages awarded against the Town unless and until a final determination has been made by a court of competent jurisdiction that the delay damages suffered by a contractor were the result of the acts or omissions of the Company acting on behalf of or within the Town's control. Nothing herein shall be construed as an acknowledgment by the parties that the Company, in exercising its rights and obligations under this Franchise, is an entity controlled by, subject to the control of or acting on behalf of the Town for the purposes of C.R.S. § 24-91-103.5, et seq.
- (J) In the event of litigation for a breach of this Franchise or for an interpretation of this Franchise, the prevailing party shall be reimbursed for all costs related thereto, including reasonable attorney's fees by the non-prevailing party.
- 11.2 <u>Financial Responsibility</u>. At the time of approval of this Franchise by the Town, and annually thereafter, the Company shall submit to the Town, as a confidential document, proof of its ability to meet its obligations under this Franchise, including its ability to indemnify the Town as required by this article. This proof may take the form of insurance coverage, adequate funding of self-insurance, or the provision of a bond. The Company shall supply the Town with a list of its insurance companies with the types of coverage, but not levels of insurance. Said list shall be kept current by annual revisions as of January 1 during the term of Franchise. The Town may require, from time to time, and the Company agrees to provide, additional reasonable funding of the Company's indemnification obligations as a self-insured, if the Company is acting as a self-insurer. The Town, its officers, and its employees, shall be included as additional insureds as respects this Franchise on each liability or excess liability policy maintained by the Company.

ARTICLE 12

UNDERGROUNDING OF OVERHEAD FACILITIES

12.1 Undergrounding of Facilities.

- (A) (1) All new or relocated Facilities, other than minor relocation of one or two poles, involving the use of poles or above ground wires are hereby prohibited within the Town, including within highway rights of way controlled by the Colorado Department of Transportation. All such Facilities shall be installed underground. This provision shall not apply to transmission lines when the Town Council after notice and hearing, as appropriate in its sole discretion, has approved a new or relocated route, with or without conditions.
- (2) Existing above ground electric lines, wires and cables may be repaired or replaced overhead on existing poles, but additional wires, lines or cables shall be placed underground.
- (3) Existing poles may be repaired or replaced with poles of a similar or smaller size, unless three or more poles in a line are to be replaced or relocated in which case all related Facilities shall be constructed substantially underground.
- (4) These provisions shall apply on public or private property. The Company is encouraged, but not required, to install conduit with space available for rental to other parties, or to rent available conduit space from the Town or others rather than construct new excavations.
- (B) Existing overhead Facilities may be converted to underground locations in any of the following alternative manners:
 - (1) Pursuant to the procedures of C.R.S. § 29-8-101 et seq.
- (2) When ordered by the Town where the Town is willing to pay and assume the cost of conversion.
- (3) When ordered by the Town in connection with incidental and episodic conversions associated with public improvements, such as street widening, sidewalk construction and utility construction, at the cost of Company subject to the provisions of ¶8.4.G above.
- (C) The Town Council may grant a variance from the undergrounding requirements of subsection (A) above if it finds, following a hearing with published notice thereof, that the following criteria are met:
- (1) (a) The relocation of existing poles and overhead wires was ordered by the Town pursuant to Subsection 8.4(B), but the Town has not ordered undergrounding pursuant to subsection (B)(3) above, and the new location is not substantially different than the existing location; or
- (b) An existing 44kv or larger electrical transmission line is being relocated to mitigate a significant safety hazard; or

(c) Undergrounding is impractical because of technical issues or unreasonable interference posed by other existing underground utilities and structures in the available ROW;

and

- (2) The location of the Facilities is consistent with Subsection 8.4 and will be consistent with the public health, safety and welfare.
- 12.2 <u>Cooperation with Other Utilities</u>. When undertaking a project of undergrounding, the Town and the Company shall coordinate with other utilities or companies which have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, the Company shall cooperate with these utilities and companies and undertake to underground Company Facilities as part of the same project where feasible. All parties shall pay their own costs associated with such projects.
- 12.3 Review and Planning for Undergrounding Projects. The Town and the Company shall mutually plan in advance the scheduling of approved undergrounding projects to be undertaken according to this Article as a part of the review and planning for other Company construction projects. The Town and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The Company agrees to use due diligence to see that approved undergrounding projects are, to the extent reasonably practicable, completed prior to the expiration of this Franchise.

ARTICLE 13 TRANSFER OF FRANCHISE

13.1 Consent of Town Required. The Company shall not sell, re-sell, transfer, assign or convey any rights under this Franchise, or the assets held by the Company for use under this Franchise which are in the public rights-of-way, to any third party, including any merger with such third party, nor undergo any corporate reorganization or other change which would result in any modification of the Company's obligations under this Franchise, without first obtaining written approval of the Town; provided, however, that this condition shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, or the issuance of additional stock, needed or useful for the purpose of financing the system or any portion thereof. Should the Company sell, assign, transfer, convey, or otherwise dispose of its rights or interests under this Franchise, including the Company's system or capacity on its system, or attempt to do so, without the proper approval, the Town may revoke this Franchise. Upon revocation, all rights and interests of the Company under this Franchise shall cease. In addition, any sale, re-sale, transfer, assignment, or conveyance in violation of this Section shall be null and void and unenforceable.

ARTICLE 14 MUNICIPALIZATION

14.1 Town's Right To Purchase Or Condemn.

- (A) The right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Colorado Constitution and statutes, is hereby expressly reserved, and may be exercised by the Town in accordance with such statutes.
- (B) The Company understands and agrees that the right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Colorado Constitution and the Town's home rule charter, are hereby expressly reserved, and that such right may be exercised at any time by the Town.
- (C) In the event the Town exercises its option to purchase or condemn, the Company agrees that it will continue to maintain its Facilities and to supply any service it supplies under this Franchise, in whole or in part, at the Town's request, and at the Town's cost, for up to a twenty-four month period after the Town has either purchased or condemned the Company's Facilities or alternative arrangements have been made. Both parties will exercise due diligence to wind up the affairs as soon as practical.
- (D) The Company shall cooperate with the Town by making available such records as will enable the Town to evaluate the feasibility of acquisition of Company Facilities. The Company shall not be required to conduct studies or accrue data without reimbursement by the Town, but shall make such studies if reimbursed its costs for the same. The Company shall take no action, which could inhibit the Town's ability to effectively or efficiently use the acquired Facilities.
- Negotiated Purchase Price or Condemnation Award. If the Town desires to purchase Company Facilities and if the Company desires to sell such Facilities, the parties shall negotiate in good faith to determine a mutually acceptable purchase price for up to ninety (90) days; said purchase price shall exclude the value of this Franchise. If agreement is not reached, the Town and the Company reserve all rights to assert their respective positions with respect to the steps the Town would need to take to condemn Company Facilities; however, no award shall be made for the value of the Franchise.
- 14.3 Town-Produced Electricity. The Company understands and agrees that the Town expressly reserves the right to obtain or produce electricity for its own purposes and wholesale transactions, and the Town may exercise that such right at any time. The Company shall not curtail wholesale purchases of Town-generated electricity. The Town expressly reserves the right to engage in the production of electricity. If the Town does so, the Company agrees to negotiate in good faith for the purchase thereof in accordance with its tariffs and applicable PUC rules and regulations, but only within the limits of its then-

existing contractual limitations. Alternatively, the Company agrees to transmit the Towngenerated power between the generation unit and designated end point to the extent that such transmission is feasible within the then-existing system of the Company. The Company may charge for such transmission a just and reasonable rate calculated on the basis of the Facilities actually used by it to provide this service

- 14.4 <u>Purchase of Real Property of Company by Town</u>. If at any time during the term of this Franchise, the Company proposes to sell or dispose of any of its real property located in whole or in part in the Town, it shall grant to the Town the right of first negotiation to purchase the same. Nothing in this provision shall preclude the Company from disposing of its real property in a timely fashion.
- 14.5 <u>Purchase or Condemnation of Street Lighting System</u>. The provisions of this Article apply with full and equal force to the purchase or condemnation by the Town of all or a portion of the street lighting service provided by the Company, including all or a portion of any Company owned street lighting facilities, equipment, system, and plant. The Company understands and agrees that the Town may choose to so purchase or condemn such street lighting service at any time.

ARTICLE 15 BREACH

15.1 Breach

- (A) If the Company fails to perform any of the terms and conditions of this Franchise and such failure is within the Company's control, the Town may require the Company to show cause, at a hearing before the Town Council, the reasons its rights and privileges under this Franchise should not be forfeited, or other penalties imposed as provided by this Franchise or by law. No such hearing shall be held unless the Company has first been given notice of its failure and reasonable time, not to exceed ninety days, in which to remedy the failures. If the Company does not remedy the failures, the Town council may determine, at such a hearing, whether such failure to perform and the Company's failure to remedy the same occurred, and if so, whether such failure to perform is substantial. The Town council may impose one or more of the following remedies or penalties for a substantial failure to perform:
 - (1) A civil penalty of \$500 for each day or portion thereof that the failure was committed or continued. The Company understands and agrees that such liquidated damages are intended to compensate the Town for the additional efforts of the Town in administering and enforcing the Franchise, for inconvenience to Town operations and to the Residents, and loss of confidence in government and morale of the Town and its Residents when Franchise obligations are not met. Such damages are uncertain in amount and difficult to measure and prove accurately. By this Franchise, the

Company agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages;

- (2) Forfeiture of all rights under this Franchise; or
- (3) Any other remedies available to the Town by law.
- (B) The Town may take action to correct the failure, and the Company shall promptly reimburse the Town for the cost of such action.
- (C) In the event of judicial action taken by either party to enforce any of the terms or conditions of this Franchise, each party shall be responsible for its own attorney fees and costs associated with such action.
- 15.2 <u>Judicial Review</u>. Any declaration of forfeiture by the Town Council shall be subject to de novo judicial review.
- 15.3 Other Legal Remedies. Nothing herein shall limit or restrict any legal rights or remedies that the Town may possess arising from any alleged violation of this Franchise.
- 15.4 <u>Continued Obligations</u>. Upon forfeiture, the Company shall continue to provide service to the Town and its Residents until the Town makes alternative arrangements for such service.

ARTICLE 16 APPROVAL; AMENDMENTS

- 16.1 <u>Approval of Franchise</u>. The Company shall promptly file, in writing, its acceptance of this Franchise and the Franchise shall become effective.
- Terms Impacted by Legislative and Regulatory Changes. The Town and the Company recognize that the electric utility industry is the subject of numerous restructuring initiatives by legislative and regulatory authorities. Some of the initiatives and changes may have an effect upon the terms that would be adverse to the customers within the Town or the Company. In the event of such regulatory changes, the Town and the Company may need to amend various provisions of this Franchise, and agree to negotiate in good faith in reaching such amendments.

ARTICLE 17 MISCELLANEOUS

17.1 <u>No Waiver</u>. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its

- officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.
- 17.2 <u>Successors And Assigns</u>. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company.
- 17.3 <u>Third Parties</u>. Nothing contained in this Franchise shall be construed to provide rights or remedies to third parties.
- 17.4 <u>Representatives</u>. The Company and the Town shall designate the persons to whom notices shall be sent regarding any action to be taken under this Franchise. All Notice shall be in writing and forwarded by mail or hand delivery to the persons and addresses as stated below, unless changed by written notice given to the other. Until change is made, notices shall be sent as follows:

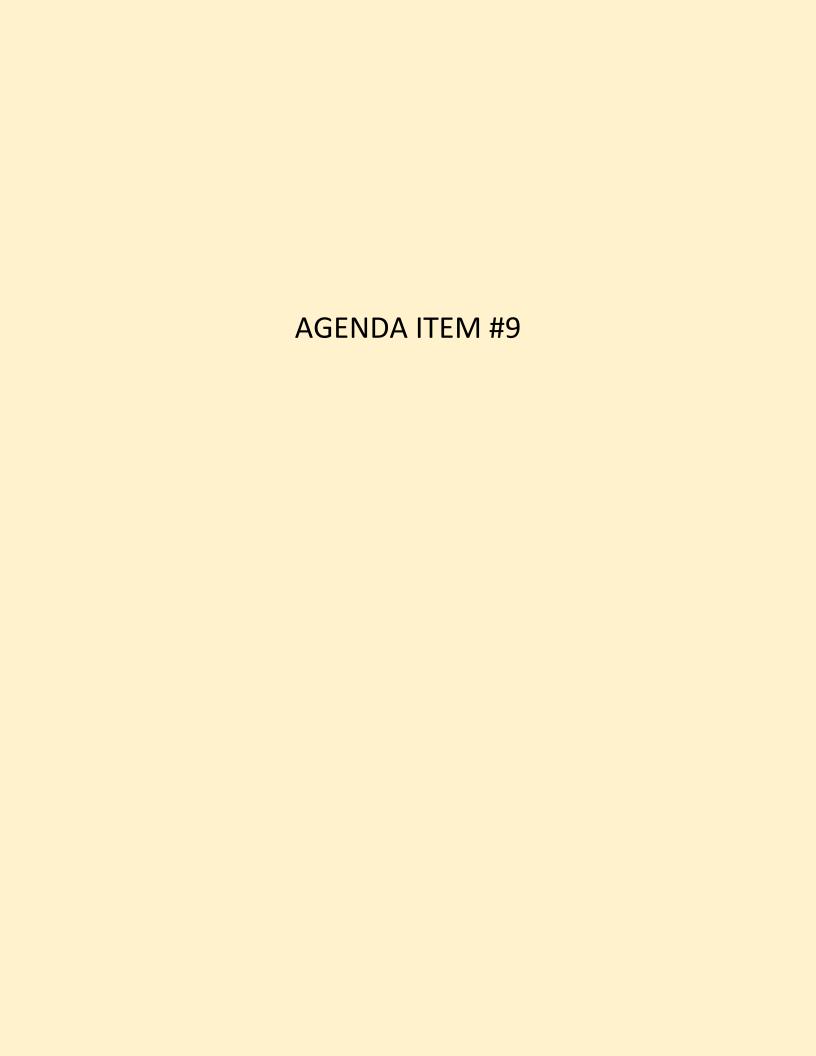
To the Town: Town Manager PO Box 10 201 N. Railroad St. Ridgway, CO 81432

To the Company: CEO/General Manager PO Box 1150 720 N. Railroad St. Ridgway, CO 81432

- 17.5 <u>Severability</u>. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall enter into good faith negotiations and proceed with due diligence to draft a substitute term which will achieve the original intent of the parties.
- 17.6 Entire Agreement. This Franchise constitutes the entire agreement of the parties with respect to the matters contained herein and supersedes any and all prior written or oral negotiations, correspondence, understandings and communications with respect to this Franchise.
- 17.7 <u>Construction and Enforcement</u>. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court of Ouray County.
- 17.8 Other Franchises. In the event the Company becomes subject to Franchise or ordinance terms of another municipality or regulations of a county significantly more advantageous to the municipality or county, the Town may enact similar provisions by ordinance.

TOWN OF RIDGWAY, COLORADO

| By | |
|---|----------------------|
| • | John I. Clark, Mayor |
| | |
| | |
| | |
| CERTIFICATE OF | TOWN CLERK |
| The foregoing Ordinance was introduced at a meeti September 13, 2023, published by title thereafter, a October 5, 2023. | |
| (SEAL) | |
| | Town Clerk |
| | |



SUBDIVISION IMPROVEMENTS AGREEMENT

This Subdivision Improvements Agreement (**Agreement**) is entered into as of the date of mutual execution (Effective Date) hereof by the Parties by and between Ridgway Homes, LLC, a Colorado limited liability company, (**Developer**) and the **TOWN OF RIDGWAY, COLORADO** (**Town**) (together, the **Parties**) pursuant to the subdivision regulations of the Town.

RECITALS:

The Developer seeks approval of a subdivision of the real property described on Exhibit A for a subdivision known as Wetterhorn Homes Subdivision (formerly known as Yellow Brick Lane Subdivision) (**Development**). The subdivision has been reviewed and approved by the Town.

The Town seeks to (1) protect the health, safety and general welfare of the community, (2) ensure compliance with the Town's subdivision regulations by requiring the completion of various improvements to the Property, (3) limit and mitigate the potentially harmful effects of substandard development, and (4) protect the Town from the costs of completing necessary improvements supporting the Development.

The mutual promises, covenants, and obligations set forth in this Agreement are authorized by state law, the Colorado Constitution, and the Town's land development ordinances and regulations.

NOW THEREFORE, in consideration of the Developer's receiving subdivision and development approval from the Town for the Development, the Parties agree and covenant as follows:

- **1. Improvements**. The Developer shall design, construct, and install, at its own expense, those improvements listed and described on Exhibit B (**Improvements**) in accordance with the approved preliminary and final plats and in accordance with the applicable design and construction standards of the Town's applicable regulations.
 - a. **Commencement, Completion and Abandonment.** The Developer shall commence work on the Improvements within thirty (30) days of the Effective Date of this Agreement (**Commencement Date**. The Developer and the Town have agreed that certain Improvements shall be completed after the recordation of the Final Plat. The Developer shall cause such Improvements to be completed by the date specified on attached Exhibit B. The completion dates specified on Exhibit B are not target dates, and shall be binding on the Developer. The Developer shall not cease construction for any period of more than 60 consecutive days; if construction is ceased for more than 60 consecutive days, the Town may deem the Development abandoned (**Abandonment**).
 - **b. Compliance with Law**. The Developer shall comply with applicable federal, state, and local laws, ordinances, and regulations in constructing the Improvements.

- 2. **Security.** As security to guarantee the construction of the Improvements, Developer shall deliver to the Town a letter of credit in the amount of the estimated cost of the Improvements in the form of Exhibit C. The cost estimate is provided in Exhibit B.
 - a. Release of Security; Reduction of Security. The Town will release its interest in the Security upon issuance of a Certificate of Completion for the Improvements. The Town may affect a partial release or a partial draw of the Security based upon partial completion of the Improvements or limited defects or repairs. The Town shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property.
 - b. **Use of Proceeds**. The Security funds shall be used by the Town only to complete the Improvements, and to cover all related Town staff and consultant time required to complete the improvements, or to correct failed or defective Improvements, and for no other purpose. Funds that are called or drawn by the Town and not used to complete or repair Improvements in accordance with this Agreement, shall be paid to the Developer or returned to the issuer of the Letter of Credit, at Developer's election, within twenty-four months of the Town completing the improvements.
 - c. **Call or Draw of Security Funds Default of Developer**. The Town may call or draw upon the Security only in the event of Developer default under this Agreement. The following shall constitute a default by the Developer:
 - (1) Developer's failure to complete all of the Improvements on or before the Completion Date, as duly extended;
 - (2) Developer's failure to take reasonable actions to correct defective construction of Improvements within the applicable warranty period;
 - (3) Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy by or of the Developer;
 - (4) Notification to the Town by any lender with a lien on the Property of a default by the Developer on any obligation to such lender;
 - (5) With regard to the Property or any partition thereof, initiation of any foreclosure action regarding any lien, encumbrance, or mechanics lien, or any assignment or conveyance of the Property in lieu of foreclosure;
 - (6) Notification to the Town by the bank issuing the Security that it will not renew the Security during a time when security is still required hereunder and no substitute collateral or other security has been provided by the Developer.

Upon default the Town may draw on or proceed to collect the Security up to the full face amount thereof. The Town may complete Improvements itself or may contract

- with a third party for completion. The Developer grants to the Town and/or its contractor(s) a non-exclusive right to enter the Property for the limited purpose of constructing, reconstructing, repairing, maintaining, and inspecting Improvements.
- 3. **Inspection**. The Town will inspect the Improvements to determine compliance with the Town's subdivision and development regulations. When the Town has determined that the Improvements have been properly completed, the Town shall certify such in writing (**Certificate of Completion**), and with respect to public improvements, shall issue in writing an acceptance of such public improvements (**Acceptance**), and shall release the security for the Improvements. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the Town set forth herein.
 - a. **Notice of Defect**. The Town shall provide timely written notice to Developer if a Town inspection reveals any defect or failure to conform to Town standards in whole or in part. The Developer shall provide timely written notice to the Town when the Developer or its professional consultant(s) has knowledge that an Improvement does not conform with Town standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within forty-five (45) days of such notice.
 - b. **Liens and Encumbrances**. Prior to Acceptance, the Developer shall document that the Developer owns the Improvements in fee simple and that there are no liens or encumbrances on the Improvements other than those that are accepted in writing by the Town.
 - c. **As-Built Drawings**. Prior to Acceptance, Developer shall furnish to the Town asbuilt drawings in appropriate electronic form, stamped and sealed by a professional engineer and copies of results of all construction control tests required by the Town.
 - c. Acceptance of Improvements. Once accepted by the Town in writing, the Developer shall not have any further responsibility or liability with respect to any public improvement, except for the Developer's obligations to repair defective improvements during the one-year warranty period as set forth below. Issuance of Certificate of Completion or of written Acceptance by the Town shall constitute prima facie evidence that Developer has complied with the requirements of this Agreement with respect to such public improvement(s); however Acceptance by the Town does not constitute a waiver by the Town of any right it may have under this Agreement to demand correction of a defect in or failure of Improvements detected or accruing after Acceptance.
- 4. **One Year Warranty/Guarantee**. For a period of one year from issuance of the Certificate of Completion by the Town, Developer shall correct and repair any defect in any Improvement due to materials or workmanship and shall take such steps and incur such costs as may be needed so that the Improvements or any repair or replacement thereof shall comply

with the applicable standards and requirements of the Town during said one year period. The Town shall release this Agreement after the warranty period, as may be extended by repair or alteration work or by litigation, has expired. The Town shall record a release of this Agreement in the official land records of Ouray County.

- 5. **Covenant Running with the Land.** This Agreement shall be binding upon the heirs, successors and assigns of the Developer and shall constitute a covenant running with the land upon recording of a Recording Memorandum referencing this Agreement in the form of Exhibit D.
- 6. **Assignment**. This Agreement and the Developer's obligations hereunder shall not be assigned by Developer without the express written consent of the Town; however this provision shall not prevent the enforcement of this Agreement as against any successor, heir, or assign of Developer in accordance with paragraph 5. The Town may assign the proceeds of the Security to another developer or lender that has acquired the Property, and such developer or lender shall then have the same rights of completion as the Town hereunder if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the Town reasonable security for that obligation.
- 7. **No Third Party Beneficiary**. This Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property. No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement. There shall be no third party beneficiaries of this Agreement.
- 8. **Remedies and Damages.** Breach of this Agreement by the Developer shall entitle the Town to recover damages from Developer; the measure of damages for breach of this Agreement shall be the reasonable cost of satisfactorily completing the Improvements plus reasonably related expenses incurred by the Town in completion of such Improvements. The costs of the Improvements shown on Exhibit B shall be prima facie evidence of such costs of completion. The remedies of the Town under this Agreement are cumulative in nature and are in addition to any other remedies the Town has at law or in equity.
- 9. **No Agency or Joint Venture**. The Town and the Developer are not partners, joint venturers, nor agents or employees of one another.
- 10. **Amendment or Modification**. The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the Parties.
- 11. **Attorneys Fees and Costs**. Should either party be required to resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees from the opposing party.

- 12. **Severability**. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other party, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.
- 13. **Computation of Time**. For the purpose of computing an abandonment period, completion date, or other date hereunder, times of war, civil disasters, or acts of God, or other extraordinary circumstances outside the control of a Party shall not be counted if such prevents or prevented the Developer or the Town from performing obligations under this Agreement. The Party asserting such excuse from performance must notify the other Party in writing of such assertion.
- 14. **Immunity**. Nothing in this Agreement constitutes a waiver of the Town's sovereign or governmental immunity under statutory or common law.
- 15. **Jurisdiction and Venue**. Personal jurisdiction and venue for any action commenced by either party relating to or arising out of this Agreement shall be deemed to be proper only in Ouray County, Colorado. The Parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal. Actions to enforce this Agreement shall be to the court sitting without a jury.
- 16. **Authority**. The Parties warrant, covenant, and represent that the person signing this Agreement as the full authority of the Party to bind the Party with respect to each and every matter contemplated by or addressed in this Agreement.
- 17. **Notices**. Any notice required or permitted under this Agreement shall be deemed effective two calendar days after deposit with the Unites States Postal Service, first class postage prepaid, and addressed to the Parties as follows:

TO DEVELOPER: Ridgway Homes, LLC
Attn: Paul Major, Manager
P.O. Box 4222
Telluride, CO 81435

TO THE TOWN: Town of Ridgway

P.O. Box 10 / 201 N. Railroad St. Ridgway, Colorado 81432

Executed by the Parties as of the date shown below: TOWN:

| By: Date: |
|-----------|
|-----------|

| Printed Name: | Title: |
|--------------------------|---|
| DEVELOPER: | |
| Ву: | Date: |
| Printed Name: Paul Major | Title: <u>Manager, Ridgway Homes, LLC</u> |

EXHIBIT A

LEGAL DESCRIPTON OF PROPERTY

Subd: TOWN OF RIDGWAY Lot: 1 Block: 30 Subd: TOWN OF RIDGWAY Lot: 2 Block: 30 Subd: TOWN OF RIDGWAY Lot: 3 Block: 30 Subd: TOWN OF RIDGWAY Lot: 4 Block: 30 Subd: TOWN OF RIDGWAY Lot: 5 Block: 30 Subd: TOWN OF RIDGWAY Lot: 6 Block: 30 Subd: TOWN OF RIDGWAY Lot: 7 Block: 30 Subd: TOWN OF RIDGWAY Lot: 8 Block: 30 Subd: TOWN OF RIDGWAY Lot: 9 Block: 30 Subd: TOWN OF RIDGWAY Lot: 10 Block: 30 Subd: TOWN OF RIDGWAY Lot: 11 Block: 30 Subd: TOWN OF RIDGWAY Lot: 12 Block: 30 S: 16 T: 45 R: 8

EXHIBIT B
SUBDIVISION IMPROVEMENTS AND COST ESTIMATE

| Item | Completion Date | Com | pletion Cost |
|---|------------------------|-----|--------------|
| Complete Construction of Frederick Street | 30-Nov | \$ | 65,000 |
| Lot Landscaping | 30-Nov | \$ | 95,000 |
| Complete Sidewalks | 22-Oct | \$ | 42,480 |
| Re-Plant Trees in North Otto Street ROW | 22-Oct | \$ | 30,000 |
| Otto Street (37 foot section) Sewer Line testing and acceptance | 30-Oct | | - |
| Total | | \$ | 232,480 |

EXHIBIT C

LETTER OF CREDIT

(On Bank letterhead)

| Town | of Ridgway |
|--------|--|
| c/o | |
| [addre | ess] |
| | |
| Irrevo | cable Letter of Credit No |
| ABA N | lumber: |
| Dated | : |
| Expira | tion:, subject to the automatic extensions stated |
| below | |
| Projec | t Name: Wetterhorn Homes Subdivision |
| Dear 9 | Sir/Madam: |
| the To | ereby establish our Irrevocable Letter of Credit, numbered as referenced above, in favor of own of Ridgway at the request of and for the account of (Development) (Developer) in the nt of |
| This L | etter of Credit is subject to the following terms and conditions: |
| 1. | It is effective upon signature; |
| 2. | It expires on the date set forth above subject to automatic extensions as provided below; |
| 3. | It is available by sigh draft(s) drawn and marked "Drawn under |
| | (bank name) Letter of Credit No |
| | dated (MM/DY/YR); |
| 4. | It is established for the use and benefit o the Town of Ridgway by reason of the |
| | Developer being obligated to pay or perform in accordance with the provisions of the |
| | Town's Zoning and Development Code and related regulations in relation to the |
| | Development referenced above; |
| 5. | |
| | future expiration date unless (a) the underling obligation has been performed, released |
| | or satisfied, (b) this Letter of Credit has been called in full, or (c) the Bank notifies the |

days prior to such expiration date that we elect not to further extend this Letter of

Credit;

Town at the address above by certified mail return receipt requested at least ninety (90)

| | e following statement signed by an authorized designee of the Town of Ridgway must company the sight draft: |
|-----------------------------|--|
| | "(Development) has failed to comply with the terms, conditions, provisions, and requirements of the Ridgway Zoning and Development Code and or the plans, specifications and agreements relating to the construction of Improvements required by the Town. The monies receive from this drawing are required to construct those Improvements. The Town therefore request the payment of \$ |
| to | cept as stated above no modification or revocation may be made by the undersigned this Letter of Credit without the express written approval of the Town; |
| | is Letter of Credit is neither negotiable nor assignable; |
| | rtial drawings are permitted; e hereby agree that drafts drawn under and in compliance with the terms of this |
| Le [.] wł bu | tter of Credit will be duly honored on due presentation and delivery of documents, nich may be done by first class mail, facsimile, in person or by any other reasonable isiness practice on or prior to the expiration or any extension thereof of this Letter of edit; |
| 11. Ex Cu do | cept as otherwise stated herein, this Letter of Credit is subject to the Uniform stoms and Practice for Documentary Credits (1993 Revision) and to the extent that it ses not conflict with Article 5 of the Uniform Commercial Code of the State of slorado. |
| Signature | |
| Printed Na | ame: Title: |
| | |

EXHIBIT D

RECORDING MEMORANDUM

This memorandum relates to and confirms that certain Subdivision Improvements Agreement concerning land in Ouray County, Colorado and is by and between Wetterhorn Homes Subdivision (Development), Ridgway Homes, LLC (Developer), and the Town of Ridgway (Town) pertaining to Developer and Development, located within and upon the following described real property within the Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:

(Legal Description)

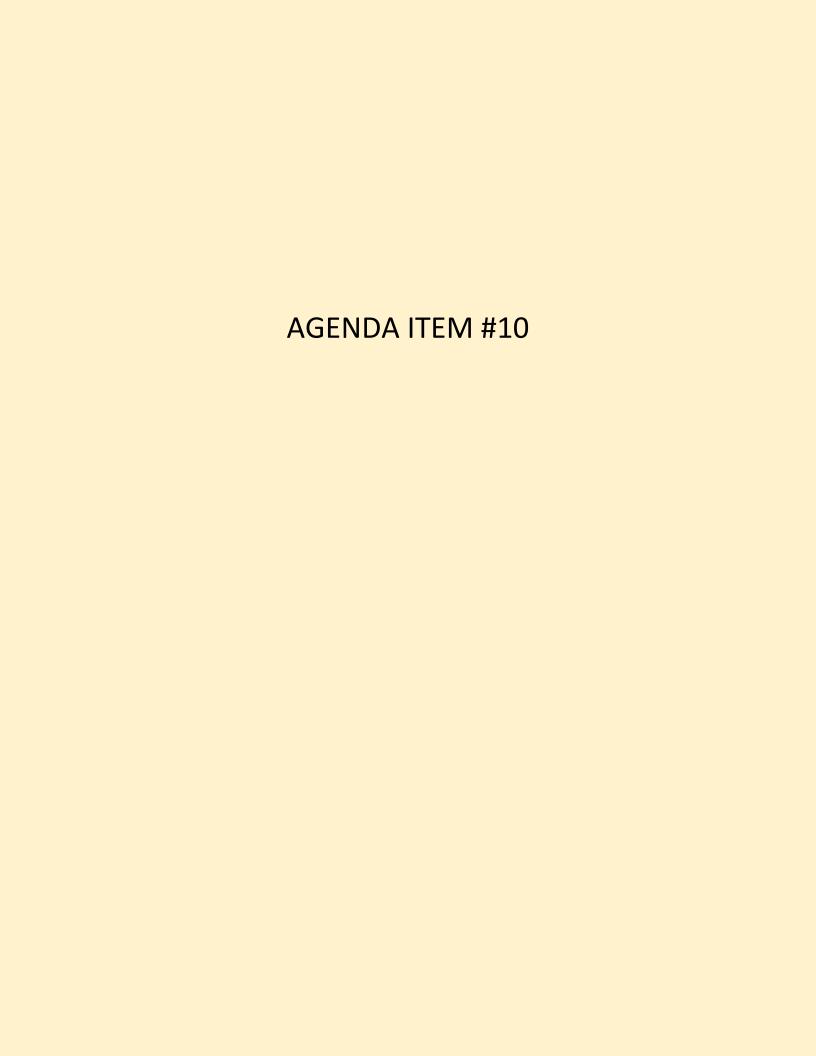
DEVELOPER:

The Developer was required by law to install and construct certain public and private improvements pursuant to application Town regulations and the provisions of a Subdivision Improvements Agreement. The improvements are required to be construction in accordance with approvals by the Town pursuant to and in accordance with the Zoning and Development Code.

The Developer and the Town by and through the signatures of the undersigned have determined and agreed to the type, quality, and amount of improvements required by the approval of the Development by and through the Subdivision Improvements Agreement.

By virtue of this notice being recorded in the land records of the Ouray County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the developer are on notice of the Developer's obligations under the Subdivision Improvements Agreement. The Subdivision Improvements Agreement may be inspected and/or copies at the Town of Ridgway.

| BY: | DATE: |
|---------------|--------|
| Printed Name: | Title: |
| TOWN: | |
| BY: | DATE: |
| Printed Name: | Title: |



SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT ("Agreement"), made effective as of ______, 2023 ("Effective **Date**"), is made by and between Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("Owner") and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado ("Town"). Property Owner and Town are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**". The Owner is developing the Riverfront Village PUD/Subdivision ("**Project**") on Lot 1R, Triangle Subdivision, Town of Ridgway, Ouray County, Colorado ("Property"). In consideration of the recordation of the Final Plat for the Project, the Town and the Owner agree as follows:

- 1. Pursuant to a certain Development Agreement between the Town and the Owner recorded on November 16, 2022 in Reception No. 233547 ("Development Agreement"), the Owner agreed to install certain "Infrastructure Improvements" as the same were listed on Exhibit B of the Development Agreement, which work was required to be completed and installed prior to the recordation of the Final Plat for the Project. A copy of Exhibit B to the Development Agreement is attached to this Agreement as Exhibit "1". The Development Agreement contemplated that certain work associated with Infrastructure Improvements, not completed prior to the recordation of the Final Plat may be completed after the recordation of the Final Plat, provided that the following was in place:
 - a. the delay of such work is permitted under the Town Municipal Code;
 - b. completion of the work is assured through a Subdivision Improvements Agreement; and
 - c. Owner provides required and adequate security.

The Parties are entering into this Agreement to address the delayed completion and installation of the Infrastructure Improvements.

- 2. The Owner and the Town have agreed that certain components of the Infrastructure Improvements, identified and listed on attached **Exhibit "2"** ("**Deferred Infrastructure Improvements**") shall be completed after the recordation of the Final Plat. The Owner agrees to complete the Deferred Infrastructure Improvements prior to the issuance of an initial certificate of occupancy for any unit in the Project. The Deferred Infrastructure Improvements shall be constructed and completed in accordance with the Final Plat and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the road specifications for the Project. Owner shall cause such the Deferred Infrastructure Improvements to be completed by the date specified on attached **Exhibit "2"**. The completion dates specified on Exhibit 2 are not target dates, and shall be binding on the Owner.
- 3. Power, gas, and telephone facilities shall be constructed in compliance with the requirements of the affected public utility and Town specifications. Owner shall provide the Town with a current set of "as built" plans and drawings for the Project upon the execution of this Agreement for all work completed at that time. Owner shall submit final "as built" plans and drawings upon completion of the Project. All improvements shall be designed and constructed in accordance with good engineering practices. The Town may further enforce compliance with this Agreement by certifying the costs estimated to complete the Deferred Infrastructure Improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge to be collected against the above-described property similarly as delinquent taxes are collected.
- 4. When Owner has completed all of the required Deferred Infrastructure Improvements, it is then their responsibility to request the Town or affected utility to inspect such improvements for proper completion, which inspection will not be unreasonably delayed, by the Town. If the Town or affected utility determines that

the improvement or improvements have been completed in accordance with the requirements of this Agreement, the Final Plat, and the Town's Subdivision Regulations, it shall certify such, in writing, and any applicable portion of the security for the completed improvements may be released. The Owner shall repair or replace any improvement which is deemed defective by the Town, or fails within two years of the Town's certificate of acceptance. Any private improvements shall be the responsibility of the Owner, and shall be properly maintained thereafter by the Owner, or its successors in interest including but not limited to future lot owners and owner's association.

- 5. Owner shall deposit one of the following:
 - a. A cash escrow with the Town equal to \$264,918, which is the amount of the Deferred Infrastructure Improvements (which is \$176,612) plus a contingency equal to 1.5 times the amount of the Deferred Infrastructure Improvements (\$88,306); or
 - b. An irrevocable letter of credit equal to \$264,918.

Such escrow may be used by the Town to recover its cost, professional services fees and reasonable attorneys fees if such improvements are not installed, constructed and accepted, as required.

- 6. This Agreement shall be binding upon the heirs, successors and assigns of the Owner or the Town. This Agreement shall be recorded and is intended to be a covenant running with the Property.
- 7. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Owner to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Owner understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur in the event the Owner is in breach of any provision of this Agreement at any time.

| Alpine Homes-Ridgway, LLC, a Colorado limited liability company | |
|---|---|
| By: | Date: |
| Printed Name:Title: | _ _ _ |
| STATE OF | |
| COUNTY OF) | |
| | me this day of, 2023, by as Alpine Homes-Ridgway, LLC, a Colorado limited liability company |
| Witness my hand and official seal. | |
| Notary Public | My commission expires: |

OWNER:

| TOWN: | | | |
|--|------------|---|-----------|
| Town of Ridgway, Colorado, a municipal corporation | | | |
| Ву: | | _ | |
| Printed Name:Title: | | | |
| ATTEST: | | | |
| Town Clerk | | _ | |
| APPROVED AS TO FORM | i : | | |
| Bo Nerlin, Town Attorney | | - | |
| STATE OF COLORADO |)) ss. | | |
| COUNTY OF OURAY) | , 55. | | |
| The foregoing instrument was, Town M | | dged before me this day of own of Ridgway, Colorado. | , 2023 by |
| Witness my hand and official | seal. | | |
| | | My commission expires: | |
| Notary Public | | | |

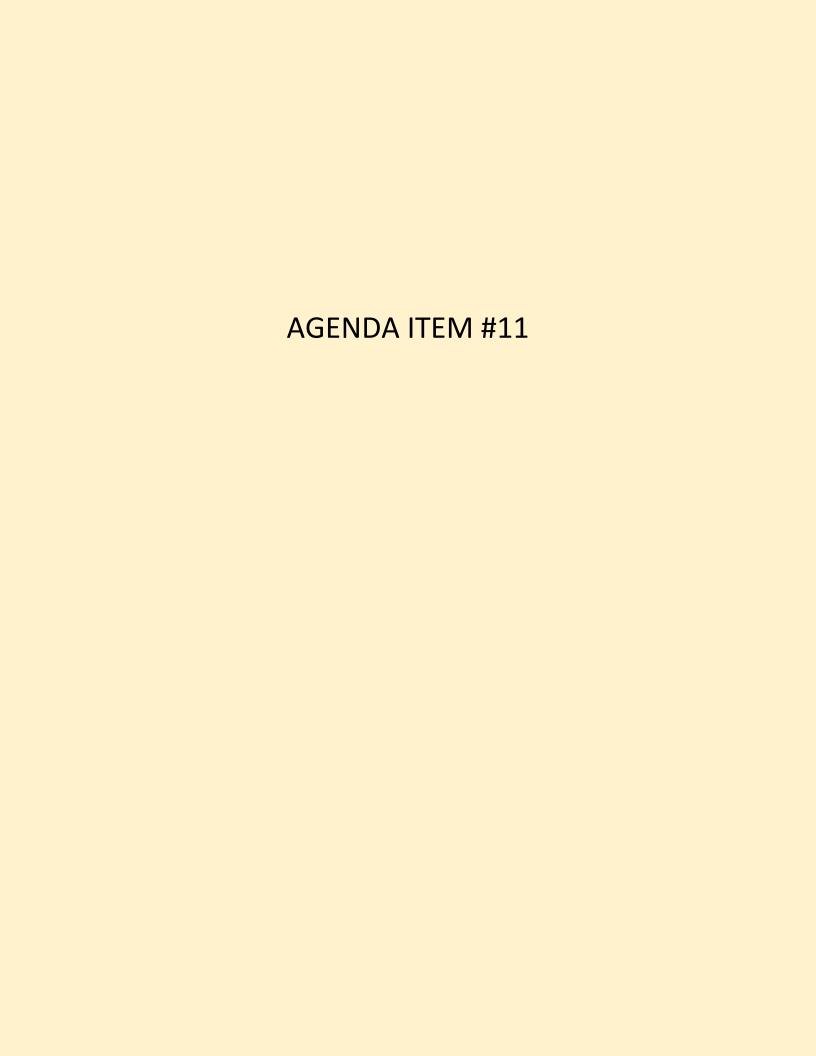
Exhibit "1" (Schedule of Infrastructure Improvements)

- 1. Survey monuments.
- 2. A sewer collection system connected to the Town's sewage system shall be required and dedicated to the Town.
- 3. A domestic water distribution system connected to the Town's system and dedicated to the Town.
 - 4. A fire prevention system.
 - 5. Electricity, telephone and CATV.
- 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.
 - 7. Street signs, stop signs or similar traffic central devices.
 - 8. A storm drainage system.
 - 9. Street lights.
- 10. Curb and gutter shall be provided along paved streets and where required by Town specifications. Concrete sidewalk shall be provided along all abutting streets except when the Planning Commission and Town Council determine that sidewalk is necessary on only one side of a local street because of the shortness of the street, unusual topographical factors or other circumstances which alleviate the need for such sidewalk. In those cases where the proper grade of the sidewalk cannot be determined, the Planning Commission and Town Council may authorize the execution and recording of an agreement on forms provided by the Town to join in an improvement district to install the sidewalk at such time as sidewalk construction becomes feasible instead of immediate construction.
- 11. Public trail easements shall be provided and constructed as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time, and including the Uncompanger River Way Trail. The Town may waive this requirement if the property at issue has existing trail easements dedicated to the Town of Ridgway.

Exhibit "2" (List of Deferred Infrastructure Improvements)

| Item Number from Development Agreement Exhibit B | Required Improvement Description | Details | Completion Date | Estimated Cost |
|--|---|--|--|---|
| 5 | Electricity, telephone, and CATV. | All conduit is installed, SMPA will install transformers, fuse boxes, and pull wires once transformers have been delivered to the site. All necessary items and labor to install them have been paid in full through SMPA. Deferral was granted at the Ridgway Town Council Meeting on 3/8/2023. | January 15, 2024 | \$0 Transformers and labor to install the equipment has already paid in full to SMPA. |
| 7 | Street signs, stop signs, or similar traffic central devices. | Stop sign the entrance of the site to HWY550 has been installed. Remainder of street signs, deferred. Deferral granted at Ridgway Town Council Meeting on 4/12/2023. | January 31, 2025 | \$8,112 |
| 8 | A storm drainage system. | Specifically, the drywells will be installed at a later date. Drywell installation at a later date shall not defer the Owner from installing storm water infrastructure as per the final plat. | January 1, 2025 | \$45,000 |
| 9 | Street lights. | Deferred at Ridgway Town Council Meeting on 4/12/2023. | January 1, 2025 | \$65,500 |
| 11 | Public trail easements shall be provided and constructed as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time, and including the Uncompahgre RiverWay Trail. The Town may waive this requirement if the property at issue has | Deferral granted by Town of Ridgway Staff via email sent on 2/26/2023. | Owner to provide Updated Trail Design Plans to Town for review by May 1, 2024. The Submission shall include a schedule showing construction timing and sequencing and indicate the timing when the trail will be made available for public use, which will be tied to the status of construction occurring on property | \$58,000 |

| existing trail easements dedicated to the Town of Ridgway. | adjoining that trail that could pose safety hazards to trail usage. | |
|--|---|------------|
| | Deferred Infrastructure | \$176,612, |
| | Improvements: | |
| | Contingency | \$88,306 |
| | Grand total | \$264,918 |





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

To: Honorable Mayor Clark and Ridgway Town Council

From: Preston Neill, Town Manager

Date: October 4, 2023

Agenda Topic: Interviews of Youth Advisory Council candidates and appointment of members

ACTION BEFORE COUNCIL:

Council is asked to interview and appoint candidates to the 2023-2024 Town of Ridgway Youth Advisory Council.

SUMMARY:

In July of 2020, Council approved Resolution No. 20-09 establishing the Town of Ridgway Youth Advisory Council (YAC). According to the *Town of Ridgway Youth Advisory Council Authority and Procedures*, appended to this memo as Attachment A, the Youth Advisory Council shall be composed of five high school youth and the Council shall appoint members after candidates complete an application and interview with the Council. Members shall serve one-year terms.

In order to be eligible for appointment to the YAC, candidates must 1) reside in the Town of Ridgway or attend Ridgway Secondary School, 2) be between the ages of 14 and 18 and be in high school entering the 10th, 11th, or 12th grade, 3) be able to commit to one year of participation, and 4) maintain at least a 2.75 GPA throughout the school year or, if GPA is below 2.75, submit a letter of recommendation from a teacher, counselor or administrator to the Town.

In early May, the Town began soliciting applications from area youth for appointment to the 2023-2024 YAC. As a result of that solicitation process, and after interviews were conducted by Council on June 14th, Riley Burr and Hannah Reed were appointed to the 2023-2024 YAC.

On August 22nd, the Town began another solicitation period. The submittal deadline was October 2nd. Three more applications were received during that time frame.

CANDIDATES AND INTERVIEW PROCESS:

The following students have submitted completed applications:

- Keira DeLuccio
- Laura Mahlin
- Patrick Megahee

The information received from applicants is attached to this report as Attachment B. During Wednesday's meeting, Council will interview each applicant for a maximum of five minutes. The interview order is organized alphabetically.

PROPOSED MOTION:

"I move to appoint [candidate names] to the 2023-2024 Youth Advisory Council, with terms expiring on June 30, 2023."



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ATTACHMENTS:

Attachment A – Resolution No. 20-09 Attachment B – Applications

RESOLUTION NO. 20-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, ESTABLISHING THE TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL

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

WHEREAS, many municipalities use youth advisory councils to inject fresh ideas and youth perspectives into local decision-making; and

WHEREAS, the Town Council recognizes youth to be a valuable resource when given the opportunity to provide public input and citizen participation in the determination of Town policies and procedures; and

WHEREAS, youth advisory councils can promote community service and foster a better understanding among young people of how municipal government works; and

WHEREAS, the Town Council recognizes that establishing a Youth Advisory Council to serve as an advisory body to the Town Council, will empower youth, will give them opportunities for input on projects, programs, and events, and will afford them opportunities to have influence and impact on issues and decisions they care about; and

WHEREAS, the Town Council desires to create a Youth Advisory Council; and

WHEREAS, Section 5-3 of the Ridgway Charter states that the Town Council may create any commissions and boards as it deems appropriate and specify their duties, terms and responsibilities; and

WHEREAS, the Town Council finds that the establishment of a Youth Advisory Council will promote the health, safety and general welfare of the Ridgway community.

NOW THEREFORE, the Ridgway Town Council hereby RESOLVES to establish the Town of Ridgway Youth Advisory Council as set forth in Exhibit A: Town of Ridgway Youth Advisory Council Authority and Procedures, attached hereto.

| ADOPTED AND APPROVED this | day of July, 2020. |
|---------------------------|--------------------|
| ATTEST: | John Clark, Mayor |
| Pam Kraft, Town Clerk | |

EXHIBIT A

TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL AUTHORITY AND PROCEDURES

- 1. **Establishment and Goals.** There is hereby established the Town of Ridgway Youth Advisory Council (Youth Advisory Council). The goals of the Youth Advisory Council program are as follows:
 - a. To provide an opportunity for the youth of this community to acquire a greater knowledge of and appreciation for the American political system through active participation in that system.
 - b. To help the Ridgway Town Council solve the problems and accomplish the goals of this community by working directly with the representatives of the youth.
 - c. To serve the youth of this community by:
 - i. Informing the town government of the needs and wishes of the youth.
 - ii. Planning and implementing social, educational, cultural, athletic and recreational activities for the youth.
 - iii. Working with the Ridgway Town Council, Ridgway School District and other local organizations to provide new opportunities for Ridgway youth.
- 2. **Roles and Responsibilities.** The roles and responsibilities of the Youth Advisory Council are as follows:
 - a. Makes specific recommendations for youth programs and activities to town government.
 - b. Serves as a forum for the expansion of ideas, needs, concerns, and goals relating to community issues particularly as they may affect youth.
 - c. Makes recommendations to enhance the range and quality of opportunities for young people.
 - d. Enlists community-wide participation in assuming the responsibility for resolving youth concerns.
 - e. Initiates and encourages youth-driven community service projects.

- f. Performs other tasks as the Ridgway Town Council may direct.
- 3. Membership and Term. The Youth Advisory Council shall be composed of five high school youth. The Ridgway Town Council shall appoint members after candidates complete an application and interview with the Town Council. Members shall serve one-year terms and may reapply until they graduate from high school. Current members who meet expectations shall be given preference for reappointment year to year.
- 4. **Qualification of Members.** Youth Advisory Council members shall:
 - a. Reside in the Town of Ridgway or attend Ridgway Secondary School.
 - b. Be between the ages of 14 and 18 and be in high school entering the 10th, 11th, or 12th grade.
 - c. Be able to commit to one year of participation.
 - d. Maintain at least a 2.75 GPA throughout the school year or, if GPA is below 2.75, submit a letter of recommendation from a teacher, counselor or administrator to the Town.
- 5. **Quorum.** Three (3) members of the Youth Advisory Council shall constitute a quorum for the transaction of business, but in the absence of a quorum, a lesser number may adjourn any meeting to a later time or date.
- 6. **Removal from Office.** Any member of Youth Advisory Council may be removed for just cause at the pleasure of the Ridgway Town Council by a majority vote of the entire Council in office at the time the vote is taken. Just cause shall include misconduct, conduct unbecoming of a Town official, or more than two (2) unexcused absences within a twelvemonth period. Prior to removal, the Ridgway Town Council shall conduct a hearing and shall provide written notice to the Youth Advisory Council member stating the grounds for removal at least three (3) days prior to the hearing.
- 7. **Officers.** The Youth Advisory Council shall select its own Mayor and Mayor Pro-Tem. The Mayor or, in the absence of the Mayor, the Mayor Pro-Tem, shall be the presiding officer of its meetings. In the absence of both the Mayor and the Mayor Pro-Tem from a meeting, the members present shall appoint a member to serve as Acting Mayor at the meeting.
- 8. **Staff.** The Town Manager, or his or her designee, shall serve as the staff of the Youth Advisory Council and shall provide for the service of a recording secretary who shall act in the capacity of secretary for the Youth Advisory Council.

- 9. **Meetings.** Youth Advisory Council members shall attend regular meetings held once a month at Ridgway Town Hall. Youth Advisory Council members may be required to attend other meetings during their terms, including Ridgway Town Council meetings or presentations to local groups or organizations.
- 10. **Appropriation Authority.** The Youth Advisory Council shall not have authority to appropriate or spend Town of Ridgway funds. The Youth Advisory Council may provide recommendations to the Town Manager and/or Ridgway Town Council with regard to any annual budget.
- 11. **Council Amendments.** The Ridgway Town Council reserves the right to amend, increase, reduce or change any or all of the powers, duties and procedures of the Youth Advisory Council.



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EXHIBIT 2

TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL APPLICATION

APPLICANT INFORMATION

| Name: Keira DeLuccio |
|--|
| Date of Birth: |
| Phone: |
| Email: |
| Address: |
| City: <u>Ridgway</u> |
| ZIP Code: <u>81432</u> |
| School: Ridgway Secondary School |
| Grade: |
| EMERGENCY CONTACTS |
| Name of parent/guardian: Ken DeLuccio |
| Email: |
| Relationship: <u>Father</u> |
| Phone: |
| Name of parent/guardian: <u>Jamie DeLuccio</u> |

| Email:_ | | |
|-----------------------------|--------------|--|
| Relationship: <u>Mother</u> | ATTACHMENT B | |
| Phone: | | |

| I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE): | INITIALS |
|--|----------|
| Advise the Town Council on the issue that young people in Ridgway are facing. | KD |
| Attend 80% of the Youth Advisory Council meetings. | KD |
| Actively participate in the meetings. | KD |
| Maintain at least a 2.75 GPA. | KD |
| Be respectful of others and their ideas. | KD |
| Demonstrate leadership skills for other youth. | KD |
| Present Youth Advisory Council information to schools, organizations and committees if requested. | KD |
| Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth. | KD |
| Provide ideas for other teen program activities. | KD |
| Stay out of trouble at school and with law enforcement. | KD |

APPLICANT QUESTIONS

What issues in your community are you passionate about?

When I was in middle school, the concept of jobs and salaries for adults became much clearer to me when my teachers went on strike, since then I have witnessed teachers go above and beyond time and time again to help teach the youths that will be the future, and I have first hand seen the repercussions of their devastatingly low salaries. The people devote their lives to educating the future generations so that they may grow up and find jobs and be successful, and in return they are compensated just barely enough to make ends meet. Additionally, I believe that rentals in and around town (at least the majority) should be long term rather than short term. Short term rentals bring tourists and vacation renters, which can be disruptive in neighborhoods, long term rentals can provide housing for locals and create a stronger community because a connection may be formed over time whereas short term rentals cannot accomplish this. Housing can be hard enough to find here sometimes, but for locals who plan to work in the district, it can sometimes be harder than normal, if there were more long term rentals, opposed to short term, this could possibly help to solve some of that problem.

| What are v | vour streng | ths and w | veaknesses | in working | on a team | and acco | mplishing | projects? |
|--------------|---------------|-------------|------------|------------|-------------|----------|-----------|-------------|
| TTIIGE GIC ; | איים יום איים | tiis aiia t | | | , on a ccam | | | , p. ojecc. |

When working on a team, I am very good at uniting the opinions and/or needs of all group members. I am good at listening and at sharing my ideas. I think it's important to consider all members of the group or team while still sharing individual ideas and opinions in a respectful way. I sometimes struggle to keep a realistic goal in mind. I also struggle to focus on my portion of individual work without trying to work every part into it.

You and another person have different opinions about an issue that is important to you – how do you handle the situation?

If it was a situation in which the opinion would be implemented or involved in a project, I would consider the other person's opinion, and see if there could be a compromise that worked for both of us, if not, see how both could be implemented in different ways. If it was a situation simply involving opinions, I would again consider the other person's opinion and accept that we had a difference in opinion.

Tell us about a time when you had a commitment at school and something else came up – how did you handle the schedule conflict?

One night I had a band concert (that had been planned months in advance), and two days before the concert, I got an email that there was an important dance class on the same night. I contacted my dance instructor and told her the situation and that I had formerly committed to my concert and wouldn't be able to make it to the class. She understood, and I attended my concert as planned. I also made the dance class up the following week.

| What expectations do you have about the Town of Ridg you have any additional questions about the Council? | way Youth Advisory Council? Do |
|--|-----------------------------------|
| I hope that the council will be a good way to be involved or suggest ideas to improve the community. I also am exceed and different ideas portraying the community. I don moment, but if/when I do I will reach out. | cited to work with peers and hear |
| SIGNATURES | |
| By signing below, I agree to the policies, procedures, an Ridgway Youth Advisory Council Authority and Procedure | - |
| Signature of applicant: <u>Keira DeLuccio</u> | Date: <u>Aug-28-2023</u> |
| Signature of parent/guardian:Ken DeLuccio | Date: <u>Aug-28-2023</u> |
| | |
| | |



Date of Birth:

Phone:

Email:

Address

Grade: 11th

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EXHIBIT 2

Town of Ridgway Youth Advisory Council **APPLICATION**

APPLICANT INFORMATION

Name: _ avren Mahlin ZIP Code: 81432 School: RIDGINGLY SECONDARY

EMERGENCY CONTACTS Name of parent/guardian: Email: Relationship: MOther Phone: Name of parent/guardian: Todd MaMM

| Email: | | | |
|---------------|--------|------|--|
| Relationship: | Father | | |
| Phone: | | | |

| I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE): | INITIALS |
|--|----------|
| Advise the Town Council on the issue that young people in Ridgway are facing. | C.M. |
| Attend 80% of the Youth Advisory Council meetings. | 1.M. |
| Actively participate in the meetings. | L.M. |
| Maintain at least a 2.75 GPA. | L.M. |
| Be respectful of others and their ideas. | L.M. |
| Demonstrate leadership skills for other youth. | C.M. |
| Present Youth Advisory Council information to schools, organizations and committees if requested. | L.M. |
| Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth. | L.M. |
| Provide ideas for other teen program activities. | L.M. |
| Stay out of trouble at school and with law enforcement. | L.M. |

APPLICANT QUESTIONS

What issues in your community are you passionate about? am passionale about the health of our natural environment are deeply for nature and keeping the spaces introvned ridginal that the a home for so many plants and animals clean and healthy. I care to reserve these areas for the education and enjoyment of generation to come, asciell Similarly, I am passionate about to back of paget what are your strengths and weaknesses in working on a team and accomplishing projects?

My strength are that im organized, I actually like working on a team, my time management skills and my problem solving abilities. One of my universabilities is definetley being a perfection ist sametimes.

You and another person have different opinions about an issue that is important to you - how do you handle the situation?

reasonings and such. Id hope to get a chance to explain the same-noughe we could come to an agreement, and I have no issue duriting I was "wrong" or anything, although sometimes you do have n

ATTACHMENT B

Worth. The encouragnment of all-encompossing and inclusive education, as well as growth promoting engagment of Redway's younger citizens are things I care to emboten, and should be supported in our community.

I also am passionate about mental wouth/weiness

Owneress and support.

Means but I know that coming to school abuse is a commitment, so 111 go with that.

Tell us about a time when you had a commitment at school and something else came up – how did you handle the schedule conflict? I think communication is extremiled important and valvable. Before leaving school for any amount of time (even on short notice), always try to let my teachers know, talk to them about due dates and making up work, and try to figure out a way to stay on track despite what expectations do you have about the Town of Ridgway Youth Advisory Council? Do you

have any additional questions about the Council?

I Nobe to pe of help to The form any one beable - divind agained on ideas about issues/topics in our community and I hope ! can be a part of positive change and adjustments made to Ridgically that benefit every signatures

By signing below, I agree to the policies, procedures, and expectations detailed in the Town of Ridgway Youth Advisory Council Authority and Procedures.



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

EXHIBIT 2

Town of Ridgway Youth Advisory Council Application

APPLICANT INFORMATION

| Name: Patrick Megahee |
|--|
| Date of Birth: |
| Phone: |
| Email: |
| Address: |
| City: Ridgway |
| ZIP Code: 81432 |
| School: RSS |
| Grade: <u>11</u> |
| |
| EMERGENCY CONTACTS |
| Name of parent/guardian: Victoria Durnan |
| Email: |
| Relationship: mother |
| Phone: |
| Name of parent/guardian: Brad Megahee |

| Email: | | |
|-----------------------------|------|--|
| Relationship: <u>father</u> | | |
| Phone: | | |

| I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE): | INITIALS |
|--|----------|
| Advise the Town Council on the issue that young people in Ridgway are facing. | En |
| Attend 80% of the Youth Advisory Council meetings. | Lin |
| Actively participate in the meetings. | ly |
| Maintain at least a 2.75 GPA. | lin |
| Be respectful of others and their ideas. | lin |
| Demonstrate leadership skills for other youth. | len |
| Present Youth Advisory Council information to schools, organizations and committees if requested. | Pm |
| Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth. | Su |
| Provide ideas for other teen program activities. | Ku |
| Stay out of trouble at school and with law enforcement. | Im |

APPLICANT QUESTIONS

What issues in your community are you passionate about?

I am passionate about providing different outlets where Ridgway residents can spend their time to relieve boredom. Boredom leads to substance abuse and crime. Sporting events can be a great facilitator for community engagement and interaction, which helps build stronger bonds within your community.

What are your strengths and weaknesses in working on a team and accomplishing projects?

I would say a weakness is procrastination. However, within a team I have positive qualities and skills, such as listening, creativity, empathy and adaptability.

You and another person have different opinions about an issue that is important to you – how do you handle the situation?

With Respect. Communication with ability to articulate my position,

while listening openly to others' viewpoints.

Tell us about a time when you had a commitment at school and something else came up – how did you handle the schedule conflict?

I can think of a work conflict that I had recently. I was on the schedule at the pool, but soccer practice started. As soon as I noticed this I reached out to my pool manager to explain the situation, apologize for the last-minute change, and why my schedule would need to be adjusted the remainder of August. I then posted on the pool schedule that I needed to switch with other employees and worked with the manager to solve the conflict.

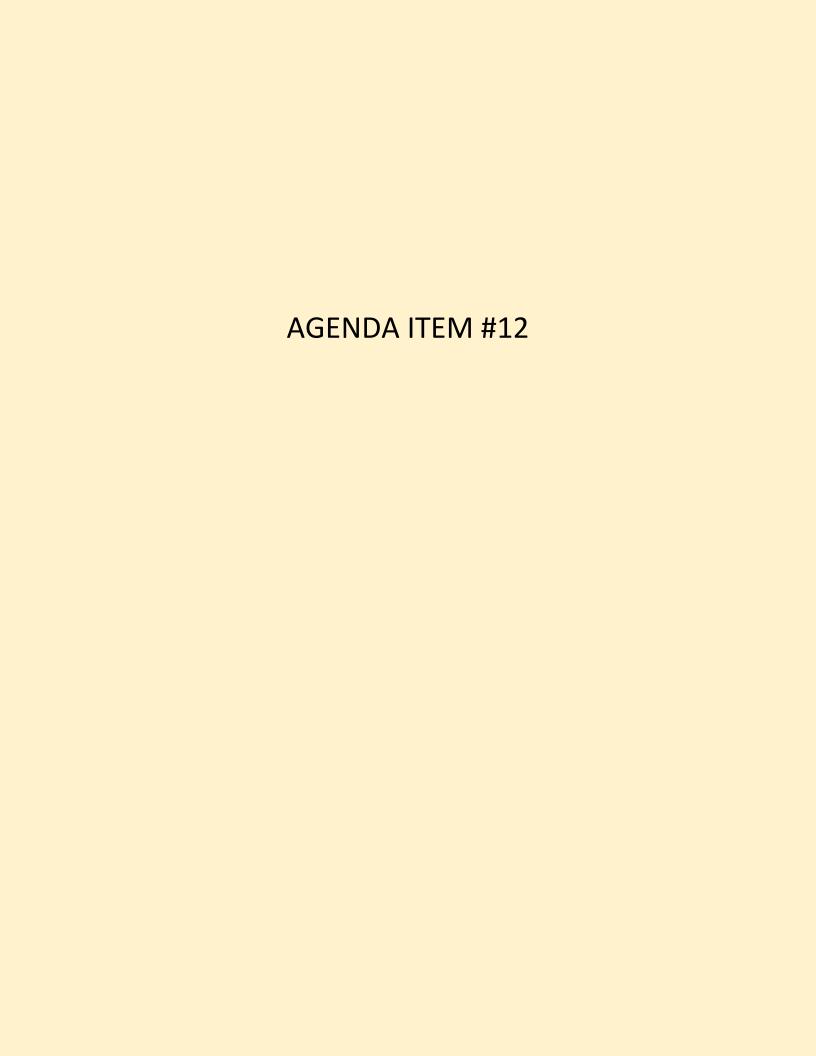
What expectations do you have about the Town of Ridgway Youth Advisory Council? Do you have any additional questions about the Council?

I hope to take part in creating opportunities and lifting barriers that may impact young people in Ridgway. I was particularly excited by the opportunity to learn from involved peers and those with a better understanding of the system.

SIGNATURES

By signing below, I agree to the policies, procedures, and expectations detailed in the *Town of Ridgway Youth Advisory Council Authority and Procedures*.

| Signature of applicant: Posterik Manhee | Date: 8/30/23 |
|---|---------------|
| Signature of parent/guardian: Victoria Durnar | Date: 8/30/23 |





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

To: Honorable Mayor Clark and Ridgway Town Council

From: Preston Neill, Town Manager

Date: September 8, 2023

Agenda Topic: Introduction of Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway

Municipal Code Concerning Floodplain Management Regulations and Adopting

Updated Flood Insurance Study and Flood Insurance Rate Map

SUMMARY:

A final flood hazard determination has been made for Ouray County and the incorporated areas (i.e., Town of Ridgway and City of Ouray), in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). The statutory 90-day appeal period that was initiated for our community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for our community in the Ouray County Plaindealer has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for our community are considered final. The final notice for flood hazard determinations are going to be published in the Federal Register as soon as possible. The FIS report and FIRM for our community will become effective on January 11, 2024.

Prior to the effective date, the Town is required to adopt the new FIS and FIRM, and to adopt floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the National Flood Insurance Program regulations.

Attached for Council's review and consideration is an ordinance that would amend the Ridgway Municipal Code to incorporate a new set of floodplain management regulations and the new FIS/FIRM.

RECOMMENDED MOTION:

"I move to approve first reading or Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway Municipal Code Concerning Floodplain Management Regulations and Adopting Updated Flood Insurance Study and Flood Insurance Rate Map."

ATTACHMENT:

Ordinance No. 07-2023

TOWN OF RIDGWAY, COLORADO ORDINANCE NO. 07-2023

AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING SECTION 6-2 OF THE RIDGWAY MUNICIPAL CODE CONCERNING FLOODPLAIN MANAGEMENT REGULATIONS AND ADOPTING UPDATED FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAP

- **WHEREAS**, the Town of Ridgway, Colorado ("Town") is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and
- **WHEREAS**, as part of the Town's participation in the National Flood Insurance Program, the Town is required pursuant to state and federal regulation to incorporate certain floodplain provisions in its municipal ordinances; and
- **WHEREAS**, Federal Emergency Management Agency (FEMA) has produced a new Flood Insurance Study (FIS) and Floodplain Insurance Rate Map (FIRM) for the entire geographic area of Ouray County, Colorado, including the Town of Ridgway; and
- **WHEREAS**, FEMA has issued a final determination adopting an updated FIS and FIRM for the Town of Ridgway with an effective date of January 11, 2024; and
- **WHEREAS**, the National Flood Insurance Program (NFIP) and the State of Colorado have established minimum standards for local governments to adhere to; and
- **WHEREAS,** for a community to participate in the NFIP, it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards and requirements.
- **WHEREAS,** these standards are intended to prevent loss of life and property, as well as economic and social hardships that result from flooding; and
- **WHEREAS**, in return for the local adoption and enforcement of floodplain management regulations, FEMA provides the availability of flood insurance coverage within the community; and
- **WHEREAS,** the State of Colorado adopted higher standards for floodplain management, which are outlined in the Rules and Regulations for Regulatory Floodplains in Colorado (Rules), 2 CCR 408-1, effective January 14, 2011, and updated January 14, 2022. The Rules are the effective minimum standards for the State of Colorado; and
- **WHEREAS**, the Ridgway Town Council has determined that the Ridgway Municipal Code must be amended to incorporate the new FIS/FIRM and the updated minimum standards for floodplain management; and
- **WHEREAS**, the amendments to the Ridgway Municipal Code enacted by this ordinance meet state and federal requirement, and will improve safety for persons and property in the Town.
- NOW, THERFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the following:

- **Section 1. Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.
- **Section 2. Amendment to Section 6-2 Floodplain Management Regulations.** Section 6-2 of the Ridgway Municipal Code is hereby repealed and reenacted to read as set forth in Exhibit A.
- **Section 3. 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 within 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 regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.
- **Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.
- **Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.
- **Section 6. Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.
- Section 7. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.
- **Section 8. Publication.** The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

INTRODUCED AND REFERRED TO PUBLIC HEARING on October 11, 2023 and setting such public hearing for November 8, 2023 at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

| BY: | ATTEST: | |
|-------------------------------|-----------------------|--|
| John Clark, Mayor | Pam Kraft, Town Clerk | |
| ADOPTED on November 8, 2023. | | |
| BY: | ATTEST: | |
| John Clark, Mayor | Pam Kraft, Town Clerk | |
| APPROVED AS TO FORM: | | |
| Bo James Nerlin Town Attorney | | |

EXHIBIT A

CHAPTER 6 - BUILDING REGULATIONS SECTION 2 Floodplain Management Regulations

SECTION 2 Floodplain Management Regulations

6-2-1 TITLE AND PURPOSE.

- (A) Statutory Authorization. The Legislature of the State of Colorado has, in Title 29, Article 20 of the Colorado Revised Statutes, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Town Council of the Town of Ridgway, Colorado, does hereby adopt the following floodplain management regulations.
- (B) Findings of Fact.
 - (1) The flood hazard areas of the Town of Ridgway are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.
 - (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.
- (C) Statement of Purpose. It is the purpose of this ordinance to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
 - (1) Protect human life and health;
 - (2) Minimize expenditure of public money for costly flood control projects;
 - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - (4) Minimize prolonged business interruptions;
 - (5) Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood- prone areas in such a manner as to minimize future flood blight areas; and
 - (7) Ensure that potential buyers are notified that property is located in a flood hazard area.
- (D) Methods of Reducing Flood Losses. In order to accomplish its purposes, this ordinance uses the following methods:
 - (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

6-2-2 DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-YEAR FLOOD - A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "one- hundred-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term does not imply that the flood will necessarily happen once every one hundred years.

100-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-YEAR FLOOD - A flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred years.

500-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood.

ADDITION - Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

ALLUVIAL FAN FLOODING - A fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

AREA OF SHALLOW FLOODING - A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

BASE FLOOD – The flood which has a one percent chance of being equaled or exceeded in any given year (also known as a 100-year flood). This term is used in the National Flood Insurance Program (NFIP) to indicate the minimum level of flooding to be used by a community in its floodplain management regulations.

BASE FLOOD ELEVATION (BFE) - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation

resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year. BASEMENT - Any area of a building having its floor sub-grade (below ground level) on all sides.

CHANNEL - The physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

CHANNELIZATION - The artificial creation, enlargement or realignment of a stream channel.

CODE OF FEDERAL REGULATIONS (CFR) - The codification of the general and permanent Rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.

COMMUNITY - Any political subdivision in the state of Colorado that has authority to adopt and enforce floodplain management regulations through zoning, including, but not limited to, cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.

CONDITIONAL LETTER OF MAP REVISION (CLOMR) - FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

CRITICAL FACILITY – A structure or related infrastructure, but not the land on which it is situated, as specified in Section 6-2-5(H), that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood. See Section 6-2-5(H).

DEVELOPMENT - Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM DATABASE - Database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) - FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

ELEVATED BUILDING - A non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed

(including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEDERAL REGISTER - The official daily publication for Rules, proposed Rules, and notices of Federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA - Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

FLOOD OR FLOODING - A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1. The overflow of water from channels and reservoir spillways;
- 2. The unusual and rapid accumulation or runoff of surface waters from any source; or
- 3. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

FLOOD INSURANCE RATE MAP (FIRM) – An official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

FLOODPLAIN OR FLOOD-PRONE AREA - Any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

 ${\tt FLOODPLAIN\ ADMINISTRATOR\ -\ The\ community\ official\ designated\ by\ title\ to\ administer\ and\ enforce\ the\ floodplain\ management\ regulations.}$

FLOODPLAIN DEVELOPMENT PERMIT – A permit required before construction or development begins within any Special Flood Hazard Area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.

FLOODPLAIN MANAGEMENT - The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD CONTROL STRUCTURE - A physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODPROOFING - Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

FREEBOARD - The vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - Any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- 4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP REVISION (LOMR) - FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

LETTER OF MAP REVISION BASED ON FILL (LOMR-F) – FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

LEVEE – A man-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.

LEVEE SYSTEM - A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - The lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

MATERIAL SAFETY DATA SHEET (MSDS) – A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) – FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

NEW CONSTRUCTION – The construction of a new structure (including the placement of a mobile home) or facility or the replacement of a structure or facility which has been totally destroyed.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

NO-RISE CERTIFICATION – A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the

standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

PHYSICAL MAP REVISION (PMR) - FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

RECREATIONAL VEHICLE - means a vehicle which is:

- 1. Built on a single chassis;
- 2. 400 square feet or less when measured at the largest horizontal projections;
- 3. Designed to be self-propelled or permanently towable by a light duty truck; and
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA – The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

START OF CONSTRUCTION - The date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

SUBSTANTIAL IMPROVEMENT - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred "Substantial Damage", regardless of the actual repair work performed. The term does not, however, include either:

- 1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
- 2. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

THRESHOLD PLANNING QUANTITY (TPQ) – A quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency planning requirements.

VARIANCE - A grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations).

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

6-2-3 GENERAL PROVISIONS.

- (A) Lands to Which this Ordinance Applies. The ordinance shall apply to all Special Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of Ridgway, Colorado.
- (B) Basis for Establishing the Special Flood Hazard Area. The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Ouray County, Colorado and Incorporated Areas," dated January 11, 2024, with accompanying Flood Insurance Rate Maps and/or Flood Boundary- Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this ordinance and may be supplemented by studies designated and approved by the Ridgway Town Council. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection at Ridgway Town Hall, located at 201 N. Railroad St., Ridgway, Colorado 81432.
- (C) Establishment of Floodplain Development Permit. A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.
- (D) Compliance. No structure or land shall hereafter be located, altered, or have its use changed within the Special Flood Hazard Area without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the Ridgway Town Council from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.
- (E) Abrogation and Greater Restrictions. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, nor deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (F) Interpretation. In the interpretation and application of this ordinance, all provisions shall be:
 - (1) Considered as minimum requirements;

- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under State statutes.
- (G) Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Area or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.
- (H) Severability. This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

6-2-4 ADMINISTRATION.

- (A) Designation of the Floodplain Administrator. The Town Manager, or his/her designee, is hereby appointed as Floodplain Administrator to administer, implement and enforce the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.
- (B) Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 - (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Section 6-2-4(C).
 - (2) Review, approve, or deny all applications for Floodplain Development Permits required by adoption of this ordinance.
 - (3) Review Floodplain Development Permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
 - (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - (5) Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this ordinance, including proper elevation of the structure.
 - (6) Where interpretation is needed as to the exact location of the boundaries of the Special Flood Hazard Area (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
 - (7) When Base Flood Elevation data has not been provided in accordance with Section 6-2-3(B), the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data and

Floodway data available from a Federal, State, or other source, in order to administer the provisions of Section 6-2-5.

- (8) For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.
- (9) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.
- (10) Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
- (11) Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (C) Permit Procedures. Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to Special Flood Hazard Area. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered Colorado Professional Engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 6-2-5(B)(2);
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with Section 6-2-4(B).

Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- (1) The danger to life and property due to flooding or erosion damage;
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

- (3) The danger that materials may be swept onto other lands to the injury of others;
- (4) The compatibility of the proposed use with existing and anticipated development;
- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- (7) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- (8) The necessity to the facility of a waterfront location, where applicable;
- (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (10) The relationship of the proposed use to the comprehensive plan for that area.
- (D) Variance Procedures.
 - (1) The Appeal Board, as established by the Community, shall hear and render judgment on requests for variances from the requirements of this ordinance.
 - (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
 - (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
 - (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
 - (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
 - (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 6-2-4(C) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
 - (7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance as stated in Section 6-2-1(C).
 - (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (b) Variances shall only be issued upon:
 - (i) Showing a good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (c) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the Base Flood Elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a Functionally Dependent Use provided that:
 - (a) The criteria outlined in Section 6-2-4(D)(1)-(9) are met, and
 - (b) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- (E) Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. It shall be unlawful for any person to violate any of the provisions of this ordinance. Any person convicted of such a violation may be punished by a fine of up to \$300.00. Each day any violation continues shall be considered a separate offense.

6-2-5 PROVISIONS FOR FLOOD HAZARD REDUCTION.

- (A) General Standards. In all Special Flood Hazard Areas the following provisions are required for all new construction and substantial improvements:
 - (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (6) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (8) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (B) Specific Standards. In all Special Flood Hazard Areas where base flood elevation data has been provided as set forth in (i) Section 6-2-3(B), (ii) Section 6-2-4(B)(7), or (iii) Section 6-2-5(G), the following provisions are required:
 - (1) Residential Construction. New construction and Substantial Improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.
 - (2) Nonresidential Construction. With the exception of Critical Facilities, outlined in Section 6-2-5(H), new construction and Substantial Improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that at one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - A registered Colorado Professional Engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. Such certification shall be maintained by the Floodplain Administrator, as proposed in Section 6-2-4 (C).
 - (3) Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a

basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect or meet or exceed the following minimum criteria:

- (a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (b) The bottom of all openings shall be no higher than one foot above grade.
- (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) Manufactured Homes. All manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are elevated to one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either:

- (a) The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one foot above the base flood elevation, or
- (b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) Recreational Vehicles. All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:
 - (a) Be on the site for fewer than 180 consecutive days,
 - (b) Be fully licensed and ready for highway use, or
 - (c) Meet the permit requirements of Section 6-2-4(C), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(C) Standards for Areas of Shallow Flooding (AO/AH Zones). Located within the Special Flood Hazard Area established in Section 6-2-3(B), are areas designated as shallow flooding. These areas have special flood

hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) Residential Construction. All new construction and Substantial Improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.
- (2) Nonresidential Construction. With the exception of Critical Facilities, outlined in Section 6-2-5(H), all new construction and Substantial Improvements of non-residential structures, must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified), or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado Professional Engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Section 6-2-4(C), are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

- (D) Floodways. Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State of Colorado has adopted Floodway standards that are more stringent than the FEMA minimum standard (see definition of Floodway in Section 6-2-2). Located within Special Flood Hazard Area established in Section 6-2-3(B), are areas designated as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
 - (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory Floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a No-Rise Certification) in flood levels within the community during the occurrence of the base flood discharge.
 - (2) If Section 6-2-5(D)(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 6-2-5.
 - (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.
- (E) Alteration of a Watercourse. For all proposed developments that alter a watercourse within a Special Flood Hazard Area, the following standards apply:

- (1) Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
- (2) Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.
- (3) Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.
- (4) Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.
- (5) All activities within the regulatory floodplain shall meet all applicable Federal, State and Town of Ridgway floodplain requirements and regulations.
- (6) Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Section D of this Section.
- (7) Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.
- (F) Properties Removed from the Floodplain by Fill. A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:
 - (1) Residential Construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.
 - (2) Nonresidential Construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (G) Standards for Subdivision Proposals.
 - (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Section 6-2-3(C); Section 6-2-4(C); and the provisions of Section 6-2-5 of this ordinance.
- (3) Base Flood Elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 6-2-3(B) or Section 6-2-4 (B) of this ordinance.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (H) Standards for Critical Facilities. A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.
 - (1) Classification of Critical Facilities. It is the responsibility of the Ridgway Town Council to identify and confirm that specific structures in their community meet the following criteria:
 - Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-risk Populations; and (d) Vital to Restoring Normal Services.
 - (a) Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines.

These facilities consist of:

- (i) Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);
- (ii) Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors offices, and non-urgent care medical structures that do not provide these functions);
- (iii) Designated emergency shelters;
- (iv) Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);
- (v) Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
- (vi) Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Ridgway Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Section, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Ridgway Town Council on an as-needed basis upon request.

(b) Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

These facilities may include:

- (i) Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- (ii) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (iii) Refineries;
- (iv) Hazardous waste storage and disposal sites; and
- (v) Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation this ordinance, but exclude later amendments to or editions of the regulations.

Specific exemptions to this category include:

- (i) Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.
- (ii) Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and

certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.

(iii) Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Section.

(c) At-risk population facilities include medical care, congregate care, and schools.

These facilities consist of:

- (i) Elder care (nursing homes);
- (ii) Congregate care serving 12 or more individuals (day care and assisted living);
- (iii) Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children);
- (d) Facilities vital to restoring normal services including government operations.

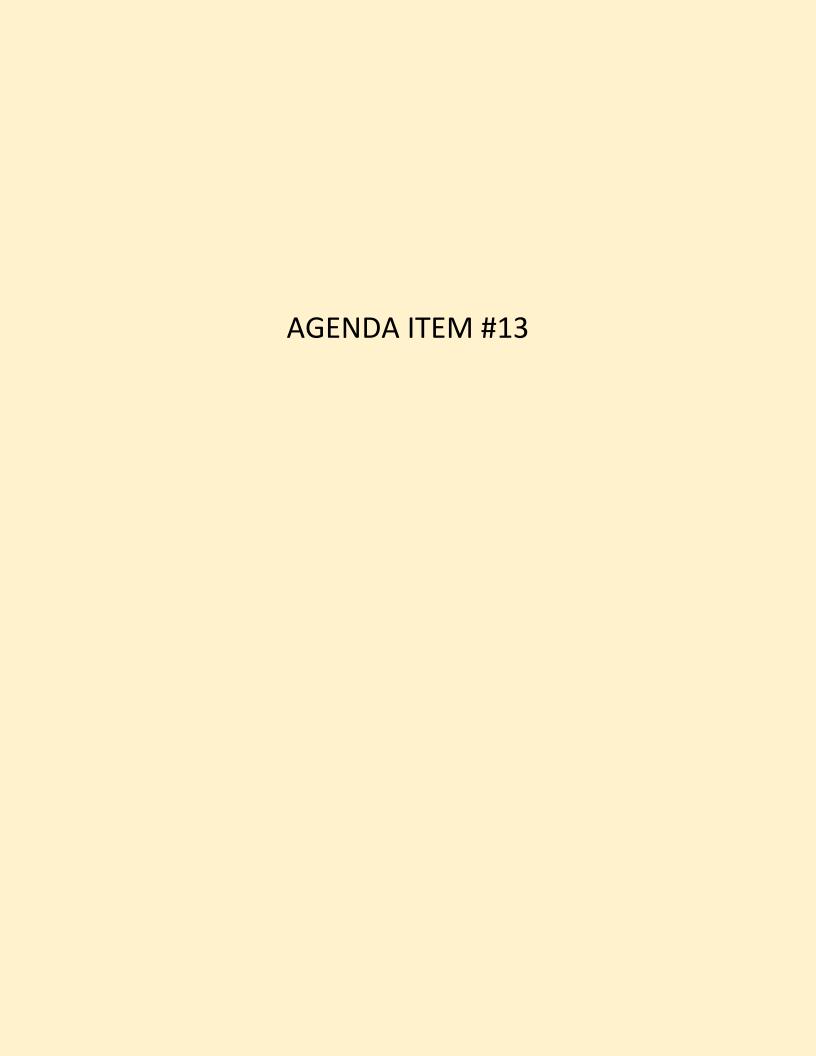
These facilities consist of:

- (i) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
- (ii) Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the Ridgway Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this ordinance, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Ridgway Town Council on an as-needed basis upon request.

- (2) Protection for Critical Facilities. All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this ordinance, protection shall include one of the following:
 - (a) Location outside the Special Flood Hazard Area; or
 - (b) Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

| (3) | Ingress and Egress for New Critical Facilities. New Critical Facilities shall, when practicable as determined by the Ridgway Town Council, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a100-year flood event. |
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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

To: Honorable Mayor Clark and Ridgway Town Council

From: Preston Neill, Town Manager

Date: September 29, 2023

Agenda Topic: Ratification of purchase of audiovisual equipment for the Decker Community

Room

ACTION BEFORE COUNCIL:

Council is asked to ratify the expenditure of budgeted funds to purchase audiovisual equipment for the Decker Community Room.

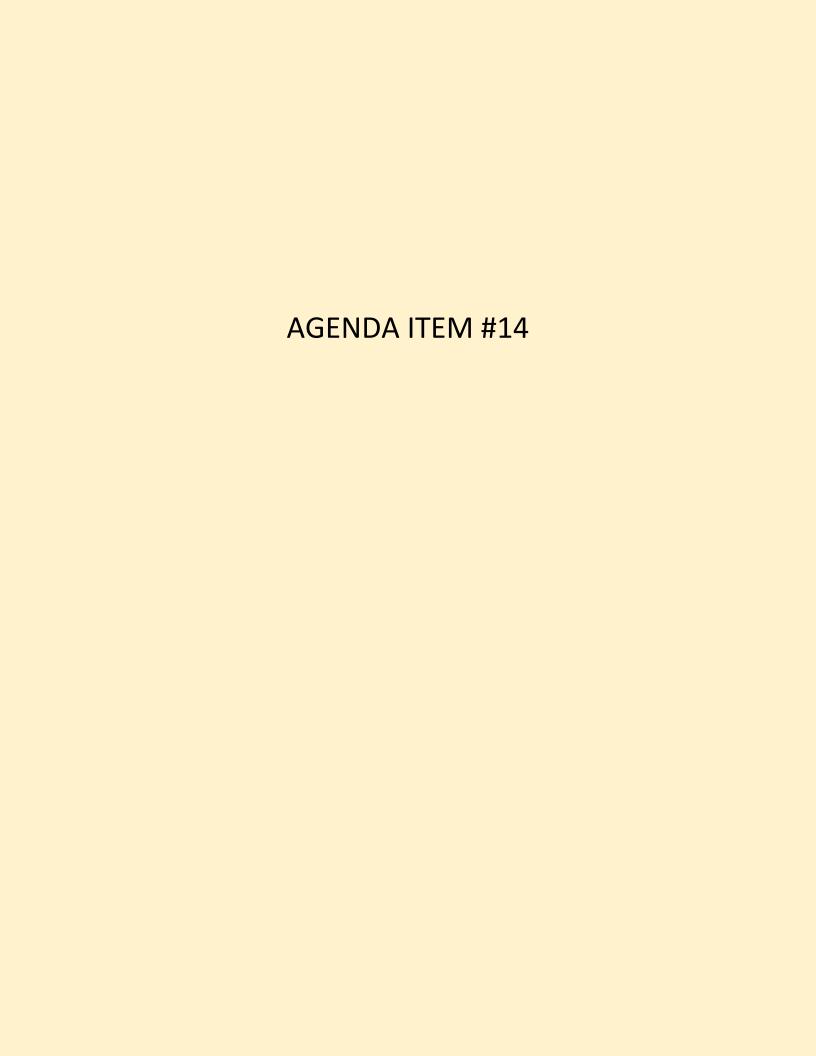
RECOMMENDED MOTION:

"I move to approve the deviation from procurement procedures and ratify the expenditure of budgeted funds, specifically at \$35,174.90, to purchase audiovisual equipment for the Decker Community Room."

SUMMARY AND FINANCIAL IMPLICATIONS:

Council earmarked \$85,000 in the 2023 Fiscal Year Budget to furnish the Decker Community Room and equip it with audiovisual equipment. The Town Manager, as afforded by the Town's Procurement Policy, allowed for an informal request for quote process to take place for audiovisual equipment as a formal bid process was determined to not result in a competitive bidding process. The Procurement Policy identifies examples of deviation including situations where the solicitation of competitive bids is impractical and unlikely to result in competitive purchasing, involves specialized equipment purchases, or only one vendor exists that can successfully furnish the equipment.

Through the request for quote process, the Town received one formal proposal from Audio Video Experts out of Grand Junction for various audiovisual equipment. Staff recently met with the vendor in the Decker Community Room to discuss the proposal and further discuss the needs of the space. As a result of the meeting, the proposal was further refined and came out to a total of \$35,174.90, which is well within the remaining funds in the budget. The Town Manager authorized the purchase in order to get the various equipment ordered and scheduled for installation in October. The Ridgway Independent Film Festival (RIFF) is slated to utilize the Decker Room as a venue to screen films during RIFF on November 10-12, 2023.





1550 Larimer St. Ste 861 Denver, CO 80202 daniel@helioscharging.com 970-444-2718

September 29, 2023

Ridgway Town Council 201 N. Railroad St. Ridgway, Colorado 81432

Subject: Proposal for the Deployment of Electric Vehicle Chargers in Ridgway, Colorado in Partnership with Helios Charging Inc.

Dear Council Members,

The following proposal promises to put Ridgway on the map for the growing number of electric vehicle users, ensuring the town is equipped to meet the demands of the future, fostering economic development, and promoting environmental sustainability. We propose a partnership whereby Helios Charging Inc. will deploy electric vehicle chargers Ridgway which they will own, operate and maintain at no cost to the town.

Objective:

To establish four EV fast chargers at Hartwell Park by leveraging the DCFC Plazas program grant, which aims to fortify the electric vehicle charging infrastructure along the designated alternate fuel corridors (AFCs), such as Highway 550. This deployment will not only support green initiatives but also boost local commerce by attracting electric vehicle users to our local stores and eateries while they charge their vehicles.

Proposal Details:

- Grant Application: We intend to apply for the DCFC Plazas program (https://energyoffice.colorado.gov/zero-emissions-vehicles/dcfc-plazas) to cover 80% of the deployment costs.
- Partnership with Helios Charging Inc.: Helios will cover the remaining costs and oversee the ownership, operation, and maintenance of these charging stations, thus ensuring a hassle-free experience for the town.
- **Location**: The designated four parking spaces are proposed in the lot at the southeast corner of Hartwell Park.
- **Economic Impact**: The charging stations are expected to increase footfall in the town, enhancing the revenue of local businesses year-round.

• **Utility Partnerships**: Discussions are underway with San Miguel Power Association to secure the necessary electric resources, and any service upgrades required will be included in the state proposal, imposing no financial burden on the town.



Benefits to the Town of Ridgway:

- 1. **Enhanced Visibility**: The project will place Ridgeway prominently on the electric vehicle map, inviting a modern, environmentally-conscious demographic to the town.
- 2. **Economic Growth**: Increased visitor traffic will stimulate the local economy, benefiting retailers, restaurateurs, and service providers in the area.
- 3. **Environmental Conservation**: The initiative supports the transition to sustainable transport solutions, reducing the carbon footprint.
- 4. **Community Enrichment**: Motorists will experience the beauty and hospitality of Ridgeway while they pause and rejuvenate, fostering positive community interactions and experiences.

Request to the Council:

- 1. A formal letter of support from the Town of Ridgway to fortify our proposal to the State of Colorado.
- 2. The allocation of the required parking spaces at Hartwell Park, representing the town's sole contribution to this endeavor.

Conclusion:

In light of the benefits mentioned above and the minimal contribution from the town, we believe that this partnership with Helios Charging Inc. is a progressive step forward for Ridgway. It aligns well with environmental conservation efforts, promotes economic activity, and ensures our readiness for the future of transportation.

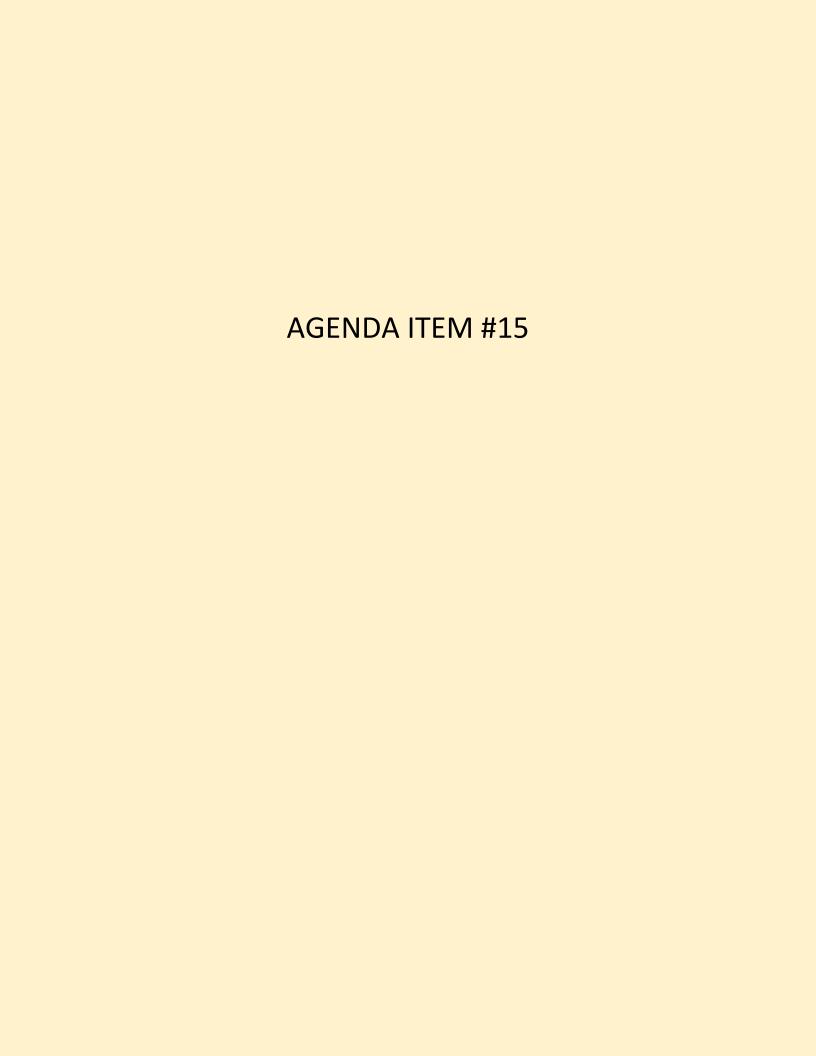
We are enthusiastic about the prospects this partnership holds for the community and are available for any discussions or clarifications you may require. We look forward to your support in making Ridgway a landmark town in the electric vehicle landscape.

Thank you for considering this proposal. We are eager to work together to bring this vision to fruition for the benefit of our beloved town and its residents.

Sincerely,

Daniel Benhammou Founder & CEO Helios Charging Inc.

Helios Charging



| GENER | AL FUND | | | | | |
|------------------|--|-------------|----------------|---------------|---------------|------------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | BEGINNING FUND BALANCE | 2,894,704 | 3,565,700 | | 3,485,263 | 1,943,89 |
| A CCCUINIT 4 | 4 DEVENUES | | | | | |
| ACCOUNT # | REVENUES TAXES | | | | | |
| 400GOO | Property Tax | 349,548 | 346,695 | 319,017 | 346,695 | |
| 4001GOO | Property Tax - Bond Repayment | 0 | 0 | 0 | 0 | |
| 401GOO | Penalties & Interest - Property Tax | 1,137 | 500 | 200 | 1,000 | 50 |
| 402GOO | Delinquent Property Tax | 0 | 100 | 0 | 0 | 10 |
| 403GOO | Sales Tax | 1,650,482 | 1,325,000 | 752,475 | | |
| 404GOO | Sales Tax - Food for Home Consumption | 106,242 | 105,000 | 41,794 | | |
| 405GOO | Sales Tax - Capital Improvement Fund | 299,830 | 227,655 | 138,296 | | |
| 4051GOO | Sales Tax - Cap Impr-Food Home Consump | 21,128 | 21,005 | 8,361 | | |
| 406GOO | Penalties & Interest - Sales&Lodging Tax | 19,605 | 15,000 | 9,583 | 20,000 | 20,00 |
| 407GOO | Lodging Tax | 145,796 | 100,000 | 36,690 | | |
| 408GOO | Specific Ownership Tax | 40,397 | 35,000 | 20,674 | 38,500 | 35,00 |
| 409GOO | Utility Franchise Tax | 54,466 | 52,000 | 41,912 | 61,950 | |
| 410GOO | Excise Development Tax | 3,000 | 28,500 | 34,500 | | |
| | TOTAL | 2,691,631 | 2,256,455 | 1,403,502 | 468,145 | 55,60 |
| 411GOO | INTERGOVERNMENTAL Highway Users | 60,837 | 59,104 | 27,981 | 60,307 | 60,89 |
| 411GOO 412GOO | Motor Vehicle Fees | 7,245 | 6,500 | 3,697 | 6,650 | 00,09 |
| 412GOO 413GOO | Cigarette Tax | 3,077 | 2,500 | 1,362 | 2,500 | 2,50 |
| 414GOO | Conservation Trust Fund (Lottery) | 15,169 | 14,000 | 9,448 | 20,000 | 2,30 |
| 415GOO | Grants - general | 184,684 | 762,400 | 328,409 | 20,000 | |
| 416GOO | Road & Bridge Apportionment | 30,216 | 30,058 | 020,400 | 30,058 | |
| 417GOO | Mineral Lease & Severance Taxes | 93,505 | 20,000 | 0 | 109,063 | |
| | TOTAL | 394,733 | 894,562 | 370,897 | 228,578 | 63,39 |
| | LICENSES, PERMITS & FEES | | , | , | , | • |
| 420GOO | Building Permits | 188,517 | 75,000 | 55,262 | 80,000 | |
| 421GOO | Liquor Licenses | 6,413 | 3,500 | 3,725 | 4,175 | 3,50 |
| 422GOO | Sales Tax Licenses | 23,920 | 22,000 | 3,570 | 24,000 | 22,00 |
| 430GOO | Marijuana Facility Licenses | 12,500 | 12,000 | 0 | 14,000 | 12,00 |
| 423GOO | Planning Applications | 8,570 | 5,000 | 600 | 2,500 | 5,00 |
| 424GOO | Excavation/Encroachment Permits | 3,850 | 7,500 | 2,350 | 4,500 | |
| 425GOO | Refuse Collection Fees | 180,339 | 165,000 | 93,117 | 187,000 | |
| 427GOO | USPS Rental Fees | 8,642 | 8,642 | 5,761 | 8,642 | 8,64 |
| 428GOO | Parks, Facility & Rights of Way User Fees | 4,385 | 6,500 | 2,485 | 4,000 | 6,50 |
| 429GOO | Permits - other (signs, etc) | 1,029 | 1,000 | 320 | 460 | 1,00 |
| 431GOO | Short Term Rental Licenses | 9,900 | 9,500 | 9,200 | 10,000 | 6,00 |
| 432GOO | Parking In-Lieu Fees | 15,000 | 015 010 | 470.000 | | |
| | TOTAL FINES & FORFEITURES | 463,065 | 315,642 | 176,390 | 339,277 | 64,64 |
| 435GOO | Court Fines | 7,889 | 7,500 | 3,939 | 6,700 | 7,50 |
| | TOTAL | 7,889 | 7,500 | 3,939 | 6,700 | 7,50 |
| | REIMBURSABLE FEES | | | | | |
| 440GOO | Consulting Services Reimbursement | 65,528 | 70,000 | 32,116 | 80,000 | |
| 441GOO | Labor & Documents Reimbursement | 135 | 1,000 | 552 | 625 | 1,00 |
| 442GOO | Bonds & Permits Reimbursement | 7,110 | 9,000 | 6,610 | 9,000 | |
| 443GOO | Mosquito Control Reimbursement | 8,000 | 8,000 | 0 | 8,000 | |
| 444GOO | Administrative Reimbursement | 6,151 | 7,000 | 3,451 | 8,000 | |
| | TOTAL | 86,924 | 95,000 | 42,729 | 105,625 | 1,00 |
| 450000 | MISCELLANEOUS | 0.500 | 0.500 | 0.550 | 0.550 | 0.50 |
| 450GOO | Donations - general (Parks & Marshal) | 2,500 94 | 2,500 250 | 2,550 | 2,550 | 2,50 25 |
| 451GOO | Sales - other (copies, equip sales, misc) | 9,510 | | 10,327 | 10,500 | 8,50 |
| 452GOO 453GOO | Credits & Refunds - general Other - general (T/Clerk & Marshal fees) | 9,510 | 8,500 1,200 | 14,359 617 | 14,392 800 | 1,20 |
| 454GOO | Special Events (festivals,concerts,movies) | 67,808 | 79,000 | 65,476 | 97,600 | 1,20 |
| 459GOO | Donations - RCD & MainStreet | 2,670 | 3,000 | 1,290 | 3,000 | |
| 455GOO | Interest Income | 35,110 | 8,500 | 69,662 | 148,000 | |
| 456GOO | Investment Income | 4,033 | 1,500 | 5,799 | 12,200 | |
| | TOTAL | 122,670 | 104,450 | 170,080 | 289,042 | 12,45 |
| | IOIAL | | | | | |
| | TOTAL GENERAL FUND REVENUES | 3,766,912 | 3,673,609 | 2,171,487 | 1,437,367 | 204,58 |

Page I

| GENER | AL FUND | | | | | |
|------------------|--|----------------|----------------|--------------|--------------|---------------------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| ACCOUNT # | EXPENDITURES | | | | | |
| <u> </u> | ADMINISTRATIVE SERVICES | | | | | |
| | ADMINISTRATIVE SERVICES | | | | | |
| | PERSONNEL | | | | | |
| 500GOO | Administrative Wages | 484,969 | 592,376 | 319,906 | 497,566 | |
| 505GOO | Housing Stipend | 4,000 | | | | |
| 509GOO | Council Compensation | 22,050 | 22,800 | 11,400 | 22,800 | |
| 510GOO | Planning Commission Compensation | 17,400 | 17,400 | 8,500 | 17,400 | |
| 501GOO | Employer Tax Expense | 39,821 | 48,392 | 25,948 | 41,139 | |
| 502GOO | Health Insurance | 72,513 | 107,424 | 54,791 | 75,799 | |
| 503GOO | Retirement Fund | 13,449 | 23,695 | | 15,614 | |
| 504GOO | Workers Compensation Insurance PROFESSIONAL SERVICES | 1,892 | 1,500 | 0 | 2,200 | |
| 511GOO | Town Attorney | 47,975 | 60,000 | 22,658 | 60,000 | 60,000 |
| 512GOO | Auditing Services | 7,000 | 7,000 | | 7,000 | 00,000 |
| 514GOO | Consulting Services | 6,500 | 6,340 | | 2,200 | |
| 556GOO | IT Services | 8,050 | 18,497 | | 19,199 | |
| 513GOO | Planning Consulting | 88,967 | 75,000 | | 91,000 | |
| 515GOO | County Treasurer Services | 6,982 | 6,934 | | 6,934 | |
| 519GOO | Contractual Services | 47,608 | 110,000 | | 120,000 | |
| 538GOO | GOV OS Services | 16,854 | 17,500 | | 16,854 | 17,000 |
| 516GOO | Refuse Collection Franchise | 180,182 | 165,000 | | 187,000 | · |
| | ADMINISTRATIVE EXPENSE | | | | | |
| 520GOO | Insurance (Property & Casualty) | 9,509 | 13,815 | 2,318 | 13,815 | |
| 521GOO | Conferences, Workshops & Training | 2,118 | 4,000 | 556 | | |
| 522GOO | Dues & Memberships | 1,756 | 3,500 | 2,662 | 2,662 | |
| 523GOO | Council/PComm - Conferences & Training | 1,584 | 2,500 | 1,018 | 1,600 | |
| 524GOO | Reimbursable Bonds & Permits | 6,491 | 16,646 | 1,880 | 9,050 | |
| 525GOO | Unemployment Tax (all) | 2,513 | 2,664 | | 2,400 | |
| 526GOO | Life Insurance (all) | 506 | 625 | | 530 | |
| 527GOO | Personnel - Recruitment/Testing | 670 | 4,000 | | 3,000 | |
| 536GOO | Wellness Program | 11,261 | 15,750 | | 14,350 | 23,100 |
| 528GOO | Other - admin. | 611 | 1,000 | 0 | 450 | 1,000 |
| | OFFICE EXPENSE | | | | | |
| 540GOO | Printing & Publishing | 299 | 1,000 | | 600 | |
| 541GOO | Office Supplies | 7,042 | 7,500 | | | 7,500 |
| 542GOO | Utilities | 1,710 | 2,000 | , | 1,700 | |
| 543GOO | Telephone | 1,783 | 2,000 | | 2,000 | |
| 544GOO | Elections | 902 | 2,500 | | 4.450 | |
| 530GOO | Computer | 2,918 3,822 | 2,900 | | 1,150 | |
| 545GOO 546GOO | Janitorial Services Council/Commission - Materials/Equipment | 1,201 | 3,850 1,000 | | 5,000 800 | 1,000 |
| 547GOO | Records Management | 139 | 500 | | 200 | 500 |
| 548GOO | Office Equipment - Leases | 2,665 | 3,200 | | | 3,200 |
| 549GOO | Office Equipment - Leases Office Equipment - Maintenance/Repairs | 2,003 | 500 | | 3,200 | <u>3,200</u> 500 |
| 550GOO | Filing Fees/Recording Costs | 598 | 500 | | 225 | 500 |
| 551GOO | Postage - general | 711 | 1,500 | | 750 | 1,500 |
| 552GOO | GIS Mapping - admin | 234 | 1,000 | | 1,300 | 1,500 |
| 553GOO | Meetings & Community Events | 7,413 | 10,000 | | 8,000 | 10,000 |
| 537GOO | Bank & Misc. Fees & Charges | 2,081 | 2,500 | | 3,125 | 3,250 |
| 130, 300 | COMMUNITY & ECONOMIC DEVELOPMENT | 2,001 | 2,000 | 1,030 | 0,120 | 5,250 |
| 529GOO | Tourism Promotion | 103,226 | 70,000 | 27,145 | 77,000 | |
| 531GOO | Community Outreach | 360 | 4,000 | • | | |
| 532GOO | Creative/Main Street Program | 17,127 | 31,500 | | | |
| 533GOO | Economic Development | 903 | 2,500 | | | |
| 535GOO | Affordable Housing | 40,302 | 75,000 | | | |
| 781POO | Events and Festivals | 91,243 | 130,000 | | 120,920 | 135,000 |
| 557GOO | Grants - pass thru to other agencies | 255,576 | 750,000 | | | , |
| 559GOO | Regional Transportation Service | 0 | 35,000 | | | |

| GENER | RAL FUND | | | | | |
|---------|---|-----------|-----------|--------------|--------------|---------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | VEHICLE EXPENSE | | | | | |
| 560GOO | Gas & Oil | 223 | 300 | 148 | 300 | 350 |
| 561GOO | Vehicle Maintenance & Repair | 0 | 500 | 878 | 878 | 750 |
| | CAPITAL OUTLAY | | | | | |
| 571GOO | Office Equipment Purchase | 5,346 | 1,500 | 592 | 1,550 | 1,500 |
| 572GOO | Property Purchase | 0 | 40,000 | 9,481 | | |
| | DEBT SERVICE | | | | | |
| 591GOO | RAMP Bond | 120,647 | 117,712 | 11,356 | 117,712 | |
| | COUNCIL INITIATIVES | | | | | |
| 5010GO1 | Uncompahgre Volunteer Legal Aid | 3,000 | 3,000 | 0 | 3,000 | |
| 5015GO1 | Partners Program | 1,000 | 1,000 | 0 | 1,000 | 1,000 |
| 5020GO1 | Colorado West Land Trust | 3,000 | 4,000 | 4,000 | 4,000 | 5,000 |
| 5025GO1 | Voyager Program | 7,000 | 9,000 | 9,000 | 9,000 | 10,000 |
| 5030GO1 | Juvenile Diversion | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| 5040GO1 | Other Contributions | 3,500 | 5,000 | 3,161 | 3,500 | 5,000 |
| 5050GO1 | KVNF Radio | 0 | 1,000 | 0 | 1,000 | 1,000 |
| 5060GO1 | Second Chance Humane Society | 7,250 | 8,000 | 0 | 8,000 | 8,760 |
| 5065GO1 | Neighbor to Neighbor Program | 0 | 1,000 | 1,000 | 1,000 | 1,000 |
| 5085GO1 | Eco Action Partners | 5,000 | 6,000 | 6,000 | 6,000 | 6,500 |
| 5075601 | Region 10 | 1,328 | 1,394 | 1,394 | 1,394 | 1,464 |
| 5095GO1 | Student Scholarship | 1,000 | 1,500 | 1,000 | 1,000 | 1,500 |
| 5100GO1 | Public Art Ridgway Colorado | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| 5110GO1 | Uncompaghre Watershed Partnership | 3,000 | 3,000 | 3,000 | 3,000 | 4,000 |
| 5115GO1 | George Gardner Scholarship Fund | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| 5120GO1 | Ouray County Soccer Club | 3,000 | 2,000 | 0 | 2,000 | |
| 5135GO1 | Sherbino Theater | 2,500 | 15,000 | 0 | 15,000 | |
| 5136GO1 | Ouray County Food Pantry | 1,000 | 1,000 | 0 | 1,000 | |
| 5137GO1 | Weehawken Creative Arts | 4,000 | 5,000 | 0 | 5,000 | |
| 5138GO1 | Friends of Colorado Avalanche Info Center | 2,500 | 3,500 | 3,500 | 3,500 | 4,000 |
| 5139GO1 | Ridgway Western Heritage Society | 0 | 500 | 0 | 500 | 500 |
| 5140GO1 | Ouray Mountain Rescue Team | | 10,000 | 10,000 | 10,000 | 10,000 |
| | Minerva West Performing Arts | | | | | 5,000 |
| | Ouray County Support & Advocacy Project | | | | | 5,000 |
| | SUBTOTAL COUNCIL INITIATIVES | 60,078 | 92,894 | 54,055 | 90,894 | 71,724 |
| | ADMINISTRATIVE EXPEND. SUBTOTAL | 1,831,780 | 2,737,714 | 1,463,219 | 1,702,339 | 338,374 |

| GENER | AL FUND | | | | | |
|-----------|--------------------------------------|---------|---------|--------------|--------------|---------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| ACCOUNT # | EXPENDITURES | | | | | |
| | | | | | | |
| | STREETS & MAINTENANCE | | | | | |
| | | | | | | |
| | PERSONNEL | | | | | |
| 600GO2 | Streets Wages | 104,894 | 85,028 | 52,188 | 74,875 | |
| 601GO2 | Employer Tax Expense | 8,069 | 6,505 | 3,992 | 5,728 | |
| 602GO2 | Health Insurance | 24,438 | 20,142 | 14,950 | 18,080 | |
| 603GO2 | Retirement Fund | 4,191 | 3,401 | 2,087 | 2,995 | |
| 604GO2 | Workers Compensation Insurance | 1,921 | 2,000 | 3,512 | 3,512 | |
| <u> </u> | ADMINISTRATIVE EXPENSE | | | | | |
| 613GO2 | Office - miscellaneous | 251 | 500 | 0 | 0 | 500 |
| 621GO2 | Workshops & Training | 218 | 500 | 0 | 0 | 500 |
| 628GO2 | Other - streets | 105 | 500 | 0 | 1,620 | 500 |
| 614GO2 | Consulting & Contractual Services | 3,455 | 40,000 | 2,785 | 36,500 | |
| 615GO2 | IT Services | 7,406 | 145 | 81 | 138 | 145 |
| <u> </u> | OPERATING EXPENSE | | | | | |
| 631GO2 | Maintenance & Repairs | 26 | 3,000 | 242 | 500 | 3,000 |
| 632GO2 | Supplies & Materials | 2,681 | 3,000 | | 1,450 | 3,000 |
| 635GO2 | Gravel & Sand | 6,501 | 25,000 | | 20,000 | |
| 636GO2 | Dust Prevention (mag chloride) | 32,880 | 35,000 | 36,680 | 36,680 | 38,000 |
| 637GO2 | Paving & Maintenance | 464 | 40,000 | 220 | | |
| 633GO2 | Tools | 176 | 500 | 0 | 250 | 500 |
| 638GO2 | Street Lighting | 6,164 | 8,000 | 2,609 | 4,400 | 6,500 |
| 639GO2 | Street Signs | 376 | 10,000 | 1,967 | 3,000 | 5,000 |
| 634GO2 | Safety Equipment | 606 | 1,000 | 937 | 1,000 | 1,000 |
| 682GO2 | Tree Trimming - Rights-of-Ways | 0 | 6,000 | | 6,073 | 6,000 |
| 666GO2 | Landscaping - Rights-of-Ways | 19,120 | 28,000 | 13,298 | 28,000 | 28,000 |
| 663GO2 | Storm Drainage | 0 | 0 | 0 | 0 | |
| 662GO2 | Snow Removal Equipment & Services | 21,424 | 22,000 | 18,717 | 18,717 | (|
| <u> </u> | SHOP EXPENSE | | | | | |
| 642GO2 | Utilities | 2,573 | 3,000 | <i>'</i> | 2,800 | 3,000 |
| 643GO2 | Telephone | 1,364 | 1,500 | | 1,400 | 1,500 |
| 630GO2 | Computer | 1,638 | 900 | 525 | 900 | 900 |
| | VEHICLE EXPENSE | | | | | |
| 660GO2 | Gas, Oil & Diesel | 6,243 | 6,750 | | 5,500 | 6,500 |
| 661GO2 | Vehicle & Equip Maintenance & Repair | 5,912 | 9,000 | 3,109 | 9,000 | 9,000 |
| 1 | DEBT SERVICE | | | | | |
| | CAPITAL OUTLAY | | | _ | _ | |
| 670GO2 | Vehicle Purchase | 0 | 75,000 | | 0 | |
| 671GO2 | Office Equipment Purchase | 285 | 500 | | 100 | 500 |
| 672GO2 | Equipment Purchase | 10,188 | 3,500 | 0 | 5,000 | |
| | STREETS & MAINT. EXP. SUBTOTAL | 273,569 | 440,371 | 170,565 | 288,218 | 114,045 |

| OLIVEIX | AL FUND | | | | | |
|-----------|--|---------|---------|--------------|--------------|---------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | ACTUAL | | AUG. 1, 2023 | TR. END 2023 | |
| - | | | BUDGET | | + | BUDGET |
| ACCOUNT # | EXPENDITURES | | | | | |
| ACCOUNT # | EXPENDITORES | | | | | |
| | PARKS, FACILITIES & ENVIRONMENT | | | | | |
| | | | | | | - |
| | PERSONNEL | | | | | |
| 700POO | Parks Maintenance Wages | 39,468 | 67,773 | 41,490 | 67,558 | |
| 706POO | Parks Maintenance - Seasonal Wages | 31,817 | 32,000 | 8,496 | 14,800 | |
| 701POO | Employer Tax Expense | 5,447 | 7,633 | 3,824 | 6,300 | |
| 702POO | Health Insurance | 13,272 | 20,142 | 14,141 | 20,138 | |
| 703POO | Retirement Fund | 1,132 | 2,711 | 1,660 | 2,703 | |
| 704POO | Workers Compensation Insurance | 1,940 | 3,200 | 3,372 | 3,372 | |
| | ADMINISTRATIVE EXPENSE | | | | | |
| 719POO | Contractual Services | 0 | 48,000 | 15,450 | 48,000 | |
| 720POO | Insurance (Property & Casualty) | 9,302 | 12,815 | | 12,315 | |
| | Workshops & Training | 0 | 500 | 0 | 0 | 500 |
| | Other - parks | 105 | 750 | 0 | 0 | 750 |
| | FACILITIES | | | | - | |
| | Supplies - community center/town hall | 5,398 | 5,000 | 3,775 | 5,000 | 5,500 |
| | Utilities - community center/town hall | 1,980 | 1,750 | | 1,750 | 1,800 |
| | Janitorial Services - community center | 3,822 | 3,850 | | 4,500 | 4,500 |
| | Maintenance & Repairs - comm. center/town hall | 2,508 | 15,000 | | 12,000 | 15,000 |
| | Space to Create Community Room | 40,598 | 136,500 | | 80,000 | |
| | Visitor Center | 0 | 0 | 2,174 | 00,000 | |
| | Broadband Carrier Neutral Station | 1,956 | 1,800 | 1,231 | 2,650 | 2,750 |
| | OPERATING EXPENSE | .,000 | .,000 | .,20. | 2,000 | |
| | Maintenance & Repair | 4,851 | 15,000 | 4,657 | 9,000 | 15,000 |
| | Supplies & Materials | 20,322 | 30,200 | 14,426 | 22,500 | 30,000 |
| | Tools | 37 | 1,000 | | 250 | 1,000 |
| | Safety Equipment | 1,190 | 1,000 | | 950 | 1,000 |
| | Telephone | 692 | 1,000 | | 750 | 1,000 |
| | Utilities | 7,458 | 7,500 | | 8,150 | 9,000 |
| | IT Services | 7,406 | 450 | · | 420 | 450 |
| | Computer | 1,338 | 600 | 350 | 600 | 600 |
| | Janitorial Service - parks | 11,466 | 12,000 | 6,691 | 10,500 | 12,000 |
| | River Corridor Maintenance&Gravel Removal | 0 | 0 | | 0 | 12,000 |
| | Urban Forest Management | 20,808 | 20,000 | - | 27,260 | |
| | Mosquito Control | 12,171 | 12,500 | | 11,472 | 15,000 |
| | Weed Control | 745 | 1,500 | | 684 | 1,500 |
| | VEHICLE EXPENSE | 743 | 1,500 | 0 | 004 | 1,300 |
| | Gas & Oil | 5,129 | 5,000 | 1,306 | 2,200 | 4,000 |
| | Vehicle & Equipment Maint & Repair | 1,233 | 4,000 | | 4,500 | 4,500 |
| | CAPITAL OUTLAY | 1,200 | 4,000 | 2,200 | 4,500 | 4,300 |
| | Equipment Purchase | 16,004 | 0 | 0 | 0 | |
| | | | | | | |
| 775POO | Park Improvements | 35,466 | 45,000 | 16,420 | 30,000 | |
| | PARKS & FACILITIES EXPEND. SUBTOTAL | 305,061 | 516,174 | 214,702 | 410,322 | 125,850 |

| <u> </u> | AL FUND | | | | | |
|-----------|--|---------|---------|--------------|--------------|---------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| ACCOUNT # | EXPENDITURES | | | | | |
| | LAW ENFORCEMENT | | | | | |
| <u> </u> | PERSONNEL | | | | | |
| 800GO3 | Law Enforcement Wages | 247,860 | 287,461 | 180,813 | 292,702 | |
| 807GO3 | Municipal Judge | 726 | 1,656 | 1,656 | 1,656 | |
| 808GO3 | Municipal Court Clerk | 4,140 | 4,140 | 2,415 | 4,140 | |
| 801GO3 | Employer Tax Expense | 22,787 | 22,434 | 14,945 | 23,478 | |
| 802GO3 | Health Insurance | 43,406 | 53,712 | 35,431 | 49,719 | |
| 803GO3 | Retirement Fund | 10,377 | 11,498 | | 13,400 | |
| 804GO3 | Workers Compensation Insurance | 7,070 | 8,500 | 9,283 | 9,283 | |
| | OFFICE EXPENSE | , i | , | , | , | |
| 809GO3 | Law Enforcement - Coverage | 47,483 | 42,000 | 19,480 | 20,760 | |
| 819GO3 | Contractual Services | 10,225 | 12,000 | | 13,725 | 14,000 |
| 820GO3 | IT Services | 7,641 | 16,094 | 9,613 | 16,485 | , |
| 822GO3 | Dues & Memberships | 630 | 650 | 840 | 840 | 850 |
| 841GO3 | Office Supplies | 1,277 | 1,500 | 424 | 1,000 | 1,500 |
| 842GO3 | Utilities | 1,710 | 1,600 | | 1,700 | 1,700 |
| 843GO3 | Telephone | 4,356 | 4,750 | , | 4,400 | 4,850 |
| 830GO3 | Computer | 4,167 | 3,000 | | 3,075 | 3,07 |
| 849GO3 | Office Equip - Maintenance/Repairs | 0 | 100 | 0 | 0 | 100 |
| | OPERATING EXPENSE | | | | - | |
| 832GO3 | Equipment & Supplies | 14,895 | 15,000 | 4,392 | 5,000 | |
| 821GO3 | Conferences, Workshops & Training | 4,573 | 3,000 | 1,804 | 2,320 | 3,000 |
| 883GO3 | Uniforms | 1,302 | 2,500 | - | 2,500 | 3,000 |
| 884GO3 | Traffic & Investigations | 358 | 2,500 | | 374 | 2,500 |
| 886GO3 | Testing & Examinations | 0 | 1,000 | | 0 | , |
| 828GO3 | Other - law enforcement | 406 | 1,000 | | 0 | |
| 885GO3 | Dispatch Services | 56,498 | 66,821 | 33,410 | 66,821 | |
| 834GO3 | Multi-Jurisdictional Program Participation | 6,000 | 15,923 | 0 | 15,923 | |
| 835G03 | Community Outreach Programs | 2,076 | 1,000 | 916 | 1,837 | |
| | VEHICLE EXPENSE | , | | | · | |
| 860GO3 | Gas & Oil | 13,032 | 16,500 | 5,224 | 12,500 | 16,500 |
| 862GO3 | Radio/Radar Repair | 630 | 2,000 | , | 120 | 2,000 |
| | Vehicle Maintenance & Repair | 2,897 | 4,000 | | 5,000 | 5,000 |
| | CAPITAL OUTLAY | , | , | , | -, | -, |
| 870GO3 | Vehicle Purchase | 12,452 | 0 | 0 | 0 | |
| 871GO3 | Office Equipment Purchase | 1,000 | 3,000 | 500 | 500 | |
| 872GO3 | Vehicle Leasing | 0 | 7,000 | | 8,600 | |
| i | LAW ENFORCEMENT EXP. SUBTOTAL | 529,974 | 612,339 | 360,509 | 577,858 | 58,075 |

| GENER | RAL FUND | | | | | |
|------------|---|-----------|-----------|--------------|--------------|-----------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | TOTAL GENERAL FUND EXPENDITURES | 2,940,384 | 4,306,598 | 2,208,995 | 2,978,737 | 636,344 |
| | | | | | | |
| | CAPITAL PROJECT - Heritage Park Improvements | | 70,000 | | | |
| TRANSFER (| CAPITAL PROJECT - Lena Street Paving Reserves | 235,969 | | 26,004 | | |
| | TOTAL TRANS. TO CAPITAL PROJECTS | 235,969 | 70,000 | 27,664 | 0 | 0 |
| | Tabor Emergency Reserves (3% of expenditures) | | 129,198 | | 0 | |
| | ENDING GENERAL FUND BALANCE | 3,485,263 | 2,733,513 | 2,829,532 | 1,943,893 | 1,512,136 |
| | Restricted for Capital Improvement Fund | | 0 | | | 0 |
| | (per GASBY 54) | | 0 | | | 0 |
| | | | | | | |

| WATER | ENTERPRISE FUND | | | | | |
|------------------|--------------------------------------|---------------|------------------|-------------|------------------|-----------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | | | | | | |
| | BEGINNING FUND BALANCE | 1,294,095 | 1,730,481 | | 1,765,923 | 1,879,345 |
| ACCOUNT# | | | | | | |
| 460WOO | Water Service Charges | 695,474 | 700,000 | 348,561 | 705,000 | 736,500 |
| 461WOO | Penalty Fees on Water Charges | 3,538 | 3,000 | | 3,800 | 3,500 |
| 462WOO | Transfer fees - water | 920 | 500 | | 680 | 500 |
| 464WOO | Material/Labor Reimbursement - water | 23,358 | 25,000 | | 000 | |
| 463WOO | Tap Fees - water | 60,400 | 90,000 | | | |
| 465WOO | Other - water | 48 | 100 | | 0 | 100 |
| 466WOO | Grants - water | 264,425 | 100,000 | 0 | | |
| 456WOO | Investment Income/Desgn Reserves | 21,289 | 8,000 | | 74,000 | |
| | TOTAL WATER FUND REVENUES | 1,069,452 | 926,600 | | 783,480 | 740,600 |
| | | | | | | |
| | TOTAL AVAILABLE RESOURCES | 2,363,547 | 2,657,081 | 583,248 | 2,549,403 | 2,619,945 |
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 900WOO | Water Wages | 110,209 | 115,558 | 71,333 | 115,781 | |
| 901WOO | Employer Tax Expense | 8,342 | 8,840 | | 8,857 | |
| 902WOO | Health Insurance | 26,046 | 26,856 | | 28,087 | |
| 903WOO | Retirement Fund | 4,362 | 4,622 | | 4,631 | |
| 904WOO | Workers Compensation Insurance | 744 | 4,500 | | 2,281 | |
| | ADMINISTRATIVE EXPENSE | | 1,000 | _, | _, | |
| 920WOO | Insurance (Property & Casualty) | 9,553 | 12,615 | 13,010 | 14,010 | |
| 921WOO | Workshops & Training | 561 | 1,500 | | 800 | |
| 919WOO | Wellness Program | 1,339 | 1,750 | | 1,750 | 2,100 |
| 914WOO | Consulting & Engineering Services | 111,882 | 152,850 | | 148,000 | , |
| 917WOO | IT Services | 7,164 | 9,785 | 5,745 | 9,836 | |
| 912WOO | Auditing Services | 3,125 | 3,250 | 0 | 3,250 | 3,500 |
| 911WOO | Legal Services | 241 | 2,500 | 0 | 0 | 2,500 |
| 918WOO | Permits - water | 310 | 400 | 0 | 310 | 400 |
| | OFFICE EXPENSE | | | | | |
| 913WOO | Office - misc | 287 | 1,000 | | 500 | 1,000 |
| 915WOO | Dues & Memberships | 447 | 500 | | 500 | 500 |
| 916WOO | Filing Fees/Recording Costs | 7 | 150 | | 20 | 150 |
| 942WOO | Utilities | 27,692 | 25,000 | | 26,500 | 26,000 |
| 943WOO | Telephone | 2,031 | 2,500 | | 1,850 | 2,500 |
| 930WOO | Computer | 2,948 | 2,900 | | 1,750 | |
| 941WOO | Office Supplies | 1,945 | 1,500 | | 1,350 | 1,500 |
| 947WOO | Records Management | 111 | 200 | | 100 | 200 |
| 948WOO | Office Equipment - Leases | 314 | 400 | | 625 | 600 |
| 949WOO | Office Equipment - Maint & Repairs | 0 | 250 | | 0 | 250 |
| 951WOO | Postage - water | 2,235 | 2,500 | | 3,000 | 3,000 |
| 952WOO | GIS Mapping - water | 714 | 1,500 | 517 | 1,850 | |
| 00414/00 | OPERATING EXPENSE | 00.070 | 540,000 | 40.745 | | |
| 931WOO | Maintenance & Repairs | 90,679 | 510,000 | | | |
| 932WOO | Supplies & Materials | 32,694 | 90,000 | | 1 500 | 2.000 |
| 933WOO 988WOO | Tools Taps & Meters | 176 47,519 | 3,000 150,000 | | 1,500 170,000 | 3,000 |
| 989WOO | Plant Expenses - water | 19,800 | 22,000 | | 22,000 | 22,000 |
| 934WOO | Safety Equipment | 724 | 1,000 | | 1,500 | 1,500 |
| 934WOO 990WOO | Testing - water | 7,898 | 8,000 | | 5,200 | 8,000 |
| 987WOO | Weed Control | 7,696 | 1,500 | | 684 | 1,500 |
| 928WOO | Other - water | 776 | 500 | | 500 | 500 |
| J201100 | VEHICLE EXPENSE | 110 | 500 | 17 | 500 | 500 |
| 960WOO | Gas & Oil | 7,909 | 7,500 | 2,593 | 5,000 | 7,500 |
| 961WOO | Vehicle & Equipment Maint & Repair | 11,649 | 7,000 | | 9,500 | 7,500 |

| WATER | ENTERPRISE FUND | | | | | |
|--------|--|---------|-----------|-------------|--------------|-----------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | CAPITAL OUTLAY | | | | | |
| 971WOO | Office Equipment Purchase | 1,028 | 500 | 0 | 0 | 500 |
| 972WOO | Equipment Purchase | 0 | 25,000 | 25,118 | 25,118 | |
| | DEBT SERVICE | | | | | |
| 992WOO | Debt Service - DOLA | 0 | | | | |
| 993WOO | Debt Service - CWRPDA | 22,500 | 22,500 | 11,250 | 22,500 | |
| 998WOO | Debt Service - CWCB (2) | 30,918 | 30,918 | 0 | 30,918 | |
| | TOTAL WATER FUND EXPENDITURES | 597,624 | 1,262,844 | 409,801 | 670,058 | 96,200 |
| | Purchase water rights - Hyde Sneva ditch | | | | 50,000 | |
| | Reserved per financing agreement with CWCB | | 2,950 | | | |
| | | | 1,391,287 | | 1,879,345 | 2,523,745 |

| SEWER | ENTERPRISE FUND | | | | | |
|------------------|---|-----------------|-----------------|--------------|-----------------|-----------------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | BEGINNING SEWER FUND BALANCE | 1,134,404 | 1,220,300 | | 1,227,470 | 1,195,80 |
| ACCOUNT# | | | | | | |
| | REVENUES | | | | | |
| 460SOO | Sewer Service Charges | 329,083 | 328,000 | 165,749 | 337,500 | 358,000 |
| 461SOO | Penalty Fees on Sewer Charges | 3,538 | 3,000 | 1,975 | 3,800 | 3,500 |
| 462SOO | Transfer Fees - sewer | 860 | 500 | 300 | 740 | 500 |
| 464SOO | Material/Labor Reimbursement - sewer | 560 | 2,500 | 17,121 | | |
| 463SOO | Tap Fees - sewer | 49,640 | 90,000 | 162,800 | | |
| 465SOO | Other - sewer | 15 | 100 | 0 | 0 | 100 |
| 466SOO | Grants - sewer | 3,272 | 0 000 | 00.500 | 0 | |
| 456SOO | Investment Income - Desgn Reserves | 18,732 | 8,000 | | 61,200 | 202.404 |
| | TOTAL SEWER FUND REVENUES | 405,700 | 432,100 | 376,453 | 403,240 | 362,100 |
| | TOTAL AVAILABLE RESOURCES | 1,540,104 | 1,652,400 | 376,453 | 1,630,710 | 1,557,905 |
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 900SOO | Sewer Wages | 68,658 | 105,375 | 64,976 | 105,504 | |
| 901SOO | Employer Tax Expense | 5,133 | 8,061 | 4,971 | 8,071 | |
| 902SOO | Health Insurance | 14,668 | 26,856 | | 28,271 | |
| 903SOO | Retirement Fund | 2,423 | 4,215 | | 3,704 | |
| 904SOO | Workers Compensation Insurance | 1,568 | 4,500 | 2,199 | 2,199 | |
| | ADMINISTRATIVE EXPENSE | | | | | |
| 920SOO | Insurance (Property & Casualty) | 9,553 | 12,615 | 12,789 | 12,789 | |
| 921SOO | Workshops & Training | 216 | 1,500 | | 450 | 1,500 |
| 914SOO | Consulting & Engineering Services | 25,890 | 75,500 | 17,706 | 28,500 | |
| 917SOO | IT Services | 7,139 | 9,784 | | 9,836 | |
| 912SOO | Auditing Services | 3,125 | 3,250 | | 3,250 | |
| 911SOO | Legal Services | 0 | 1,000 | | 0 | 1,000 |
| 919SOO | Wellness Program | 1,339 | 2,100 | 1,050 | 2,100 | 1,400 |
| | OFFICE EXPENSE | | | | | |
| 913SOO | Office - misc | 196 | 1,000 | | 150 | 1,000 |
| 915SOO | Dues & Memberships | 382 | 500 | | 450 | 500 |
| 916SOO | Filing Fees/Recording Costs | 7 | 150 | 7 | 20 | 150 |
| 941SOO | Office Supplies | 1,862 | 1,500 | | 1,200 | 1,500 |
| 942SOO 943SOO | Utilities Telephone | 50,790 1,575 | 50,000 2,200 | | 48,000 2,300 | 50,000 2,300 |
| 930SOO | Computer | , | 2,200 | | | 2,300 |
| 930SOO 947SOO | Records Management | 2,648 111 | 200 | , | 1,450 50 | 200 |
| 948SOO | Office Equipment - Leases | 157 | 400 | | 190 | 400 |
| 949SOO | Office Equipment - Maint & Repairs | 0 | 250 | | 0 | 250 |
| 951SOO | Postage - sewer | 1,767 | 2,000 | | 1,800 | 2,000 |
| 952SOO | GIS Mapping - sewer | 234 | 1,500 | 277 | 1,300 | _, |
| | OPERATING EXPENSE | | ., | | 1,230 | |
| 931SOO | Maintenance & Repairs | 64,612 | 60,000 | 13,999 | | |
| 932SOO | Supplies & Materials | 6,708 | 10,000 | | | |
| 933SOO | Tools | 176 | | | 1,000 | 1,500 |
| 918SOO | Testing & Permits | 7,931 | 15,000 | | 8,500 | 15,000 |
| 928SOO | Other - sewer | 885 | 500 | 90 | 1,200 | |
| 934SOO | Safety Equipment | 1,274 | 900 | 1,140 | 1,500 | 1,500 |
| 987SOO | Weed Control | 745 | 1,500 | 0 | 684 | 1,500 |
| | VEHICLE EXPENSE | | | | | |
| 960SOO | Gas & Oil | 6,145 | 7,500 | | 5,000 | 7,500 |
| 961SOO | Vehicle & Equipment Maint & Repairs CAPITAL OUTLAY | 1,090 | 3,500 | 2,691 | 7,500 | 5,000 |
| 971SOO | Office Equipment Purchase | 285 | 500 | 0 | 400 | 500 |
| 972SOO | Equipment Purchase | 0 | 25,000 | 25,118 | 25,118 | |
| 978SOO | Bio-Solid Removal | 7,427 | 5,000 | | 6,504 | |
| 996SOO | DEBT SERVICE Debt Service - DOLA | 15,915 | 15,915 | | 15,915 | |
| 990300 | | | | | | |
| | TOTAL SEWER FUND EXPENDITURES | 312,634 | 463,371 | 214,773 | 334,905 | 94,70 |

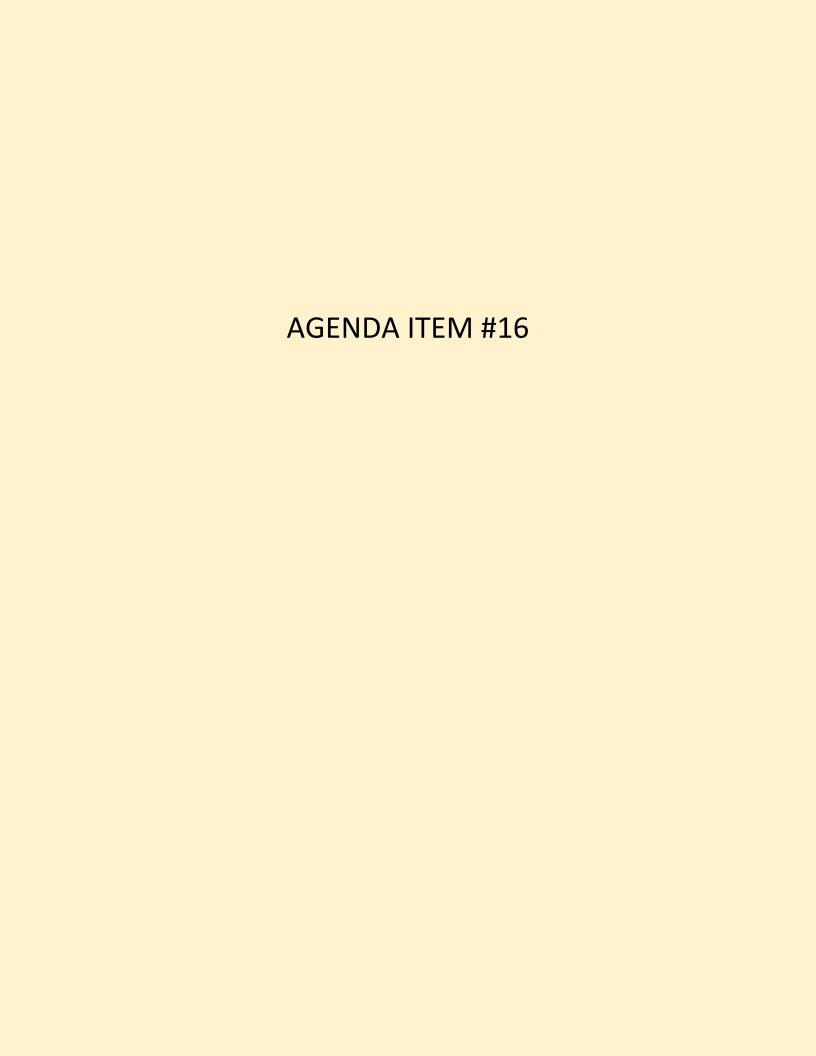
| SEWER | R ENTERPRISE FUND | | | | | |
|-------|--|-----------|-----------|--------------|--------------|-----------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| | | | | | | |
| | Reserves for Wastewater Plant Improver | nents | 100,000 | | 100,000 | |
| | ENDING SEWER FUND BALANCE | 1,227,470 | 1,089,029 | 161,680 | 1,195,805 | 1,463,205 |
| | | | | | | |

| | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
|---------------------------------------|--------|---------|--------------|--------------|--------|
| | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTE |
| | | BUDGET | | | BUDGE |
| BEGINNING FUND BALANCE | | 30,561 | | 0 | |
| REVENUES | | | | | |
| Operation & Maint. (Ballot #5A, 1996) | | | | | |
| Debt Increase (Ballot#5B, 1996) | | | | | |
| Interest | | 15 | | | |
| TOTAL GID #1 REVENUES | 0 | | | 0 | |
| TOTAL GID #1 REVENUES | U | 15 | | 0 | |
| TOTAL AVAILABLE RESOURCES | 0 | 30,576 | | 0 | |
| | | | | | |
| EXPENDITURES | | | | | |
| OPERATING EXPENSE | | | | | |
| Construction & Paving | | | | | |
| Administration/Engineering/Legal | | 1,350 | | | |
| Maintenance | | | | | |
| CAPITAL OUTLAY | | | | | |
| Chipseal/Overlay Streets | | | | | |
| Highway Enhancement Projects # 3&4 | | | | | |
| Culvert & Drainage Improvements | | | | | |
| TOTAL GID #1 EXPENDITURES | 0 | 1,350 | | 0 | |
| | | | | | |
| ENDING FUND BALANCE | 0 | 29,226 | | 0 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CAPITA | L PROJECTS FUND - RAM | P Project | t Note Ac | count | | | | |
|---------|---|-----------|-----------|--------------|--------------|---------|--|--|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 | | |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED | | |
| | | | BUDGET | | | BUDGET | | |
| | | | | | | | | |
| ACCOUNT | # | | | | | | | |
| | REVENUES | | | | | | | |
| 4001GOO | Property Tax | | 0 | | | | | |
| | Transfer from restricted Cap Imprv Acct | | 117,712 | | | | | |
| | TOTAL REVENUES | 0 | 117,712 | 0 | 0 | 0 | | |
| | PROJECT EXPENDITURES | | | | | | | |
| 591GOO | Note Principal & Interest Payment Amt | | 117,712 | | | | | |
| | TOTAL EXPENDITURES | | 117,712 | 0 | 0 | 0 | | |
| | | | | | | | | |

| AL PROJECTS FUND - He | eritage Park | Improve | ments | | |
|------------------------|--|--|---|--|--|
| | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | BUDGET | | | BUDGET |
| | | | | | |
| | | | | | |
| REVENUES | | | | | |
| Main Street Mini-Grant | | | | | |
| AARP Grant | | | | | |
| COMS Grant | | | | | |
| Town Contribution | | 70,000 | | | |
| TOTAL REVENUES | 0 | 70,000 | 0 | 0 | 0 |
| | | | | | |
| PROJECT EXPENDITURES | | | | | |
| Construction | | 20,000 | 1,660 | 3,320 | |
| Construction Docs | | 50,000 | | | |
| TOTAL EXPENDITURES | 0 | 70,000 | 1,660 | 3,320 | 0 |
| | T# REVENUES Main Street Mini-Grant AARP Grant COMS Grant Town Contribution TOTAL REVENUES PROJECT EXPENDITURES Construction Construction Docs | Z022 ACTUAL T# REVENUES Main Street Mini-Grant AARP Grant COMS Grant Town Contribution TOTAL REVENUES Construction Construction Construction Docs | 2022 2023 ACTUAL ADOPTED BUDGET BUDGET REVENUES Main Street Mini-Grant AARP Grant COMS Grant Town Contribution 70,000 TOTAL REVENUES 0 70,000 PROJECT EXPENDITURES Construction 20,000 Construction Docs 50,000 | 2022 2023 AS OF ACTUAL ADOPTED AUG. 1, 2023 BUDGET | ACTUAL ADOPTED AUG. 1, 2023 YR. END 2023 |

| CAPIT | AL PROJECTS FUND - Nortl | n Lena St | reet Pav | ing | | |
|----------|--|-----------|----------|--------------|--------------|---------|
| | | 2022 | 2023 | AS OF | ESTIMATED | 2024 |
| | | ACTUAL | ADOPTED | AUG. 1, 2023 | YR. END 2023 | ADOPTED |
| | | | BUDGET | | | BUDGET |
| ACCOUN' | T# | | | | | |
| 7.000011 | REVENUES | | | | | |
| 2100A | Developer Contribution | 574,452 | | -26,004 | | |
| 2100B | Grant - Colorado Dept of Transportatio | 150,000 | | | | |
| | Town Budgeted Contribution | 235,969 | | | | |
| | TOTAL REVENUES | 960,421 | 0 | -26,004 | 0 | 0 |
| | PROJECT EXPENDITURES | | | | | |
| CP2100 | Construction | 846,023 | | | 20,000 | |
| CP2101 | Project Management & Oversite | 66,200 | | | 4,000 | |
| CP2102 | Design, Survey, Engineering | 48,198 | | | | |
| | TOTAL EXPENDITURES | 960.421 | 0 | 0 | 24.000 | 0 |





200 E. 7th Street, Suite 412 Loveland, CO 80537 Tel: 970-541-4951

E-mail: lottery@impactdf.org

Web: impactdf.org/impactdevelopmentservices

MEMO

To: Ridgway Workforce & Housing Committee **From:** Ross Valdez, Impact Development Services

Date: October 11, 2023

Re: Wetterhorn Homes Ridgway – Open Application Process

Attachments: Not Applicable

Background

The applicant that was granted an exception at the last Workforce & Housing Committee meeting on August 28, 2023, withdrew their application due to personal reasons. There has been interest from an entity owner and individuals in the remaining homes up to this point. An individual homebuyer came forward with a complete application since the last meeting and is currently under contract.

Wetterhorn Homes Ridgway continues to work with families throughout the homebuyer process before the anticipated move-in in November. They have held homeowner information webinars on the mortgage/title/closing process and move-in expectation (punch-lists process, etc.). In addition, they are sending weekly updates on the construction progress, collecting homebuyer housing statuses (lease expiration, etc.) to prioritize the home completion order, and answering many last mile questions. They also regularly advertise the availability of the two remaining homes (highlighted in Figure 1 below).

During the current phase of home sales, applicants that do not meet the Minimum Work Standard by working in the Ridgway School District (RSD-2) can request and receive an administrative exception if they work in Ouray, Montrose, or San Miguel Counties. This has led to additional interest in the homes, and we are currently awaiting potential applications from separate individuals.

Figure 1

| Lot | Addresses | Home Type, Bedrooms and Description | | Home Price | |
|-----|----------------------|---|----|-------------------|--|
| 1 | 414 Laura Street | Antero - 2 Bedroom, 1.5 Bath - 1,024 square feet | \$ | 339,000 | |
| 2 | 683 Frederick Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet | \$ | 385,000 | |
| 3 | 671 Frededick Street | Antero - 2 Bedroom, 1.5 Bath - 1,024 square feet | \$ | 275,000 | |
| 4 | 669 Frederick Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet - large lot | \$ | 399,000 | |
| 5 | 436 Laura Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet - with garage | \$ | 439,000 | |
| 6 | 438 Laura Street | Torrey - 3 bedroom, 3 bath - 1,600 square feet - with garage | \$ | 459,000 | |
| 7 | 448 Laura Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet - with garage | \$ | 439,000 | |
| 8 | 450 Laura Street | Torrey - 3 bedroom, 3 bath - 1,600 square feet - with garage | \$ | 459,000 | |
| 9 | 464 Laura Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet - with garage | \$ | 439,000 | |
| 10 | 466 Laura Street | Torrey - 3 bedroom, 3 bath - 1,600 square feet - with garage | \$ | 459,000 | |
| 11 | 486 Laura Street | Antero - 2 Bedroom, 1.5 Bath - 1,024 square feet | \$ | 339,000 | |
| 12 | 684 Otto Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet | \$ | 385,000 | |
| 13 | 672 Otto Street | Antero - 2 Bedroom, 1.5 Bath - 1,024 square feet | \$ | 275,000 | |
| 14 | 670 Otto Street | Shavano - 2 Bedroom + 1 flexbedroom, 3 bath - 1,216 sqaure feet | \$ | 369,000 | |



200 E. 7th Street, Suite 412 Loveland, CO 80537 Tel: 970-541-4951

E-mail: lottery@impactdf.org

Web: impactdf.org/impactdevelopmentservices

Continued Sale of Remaining Homes

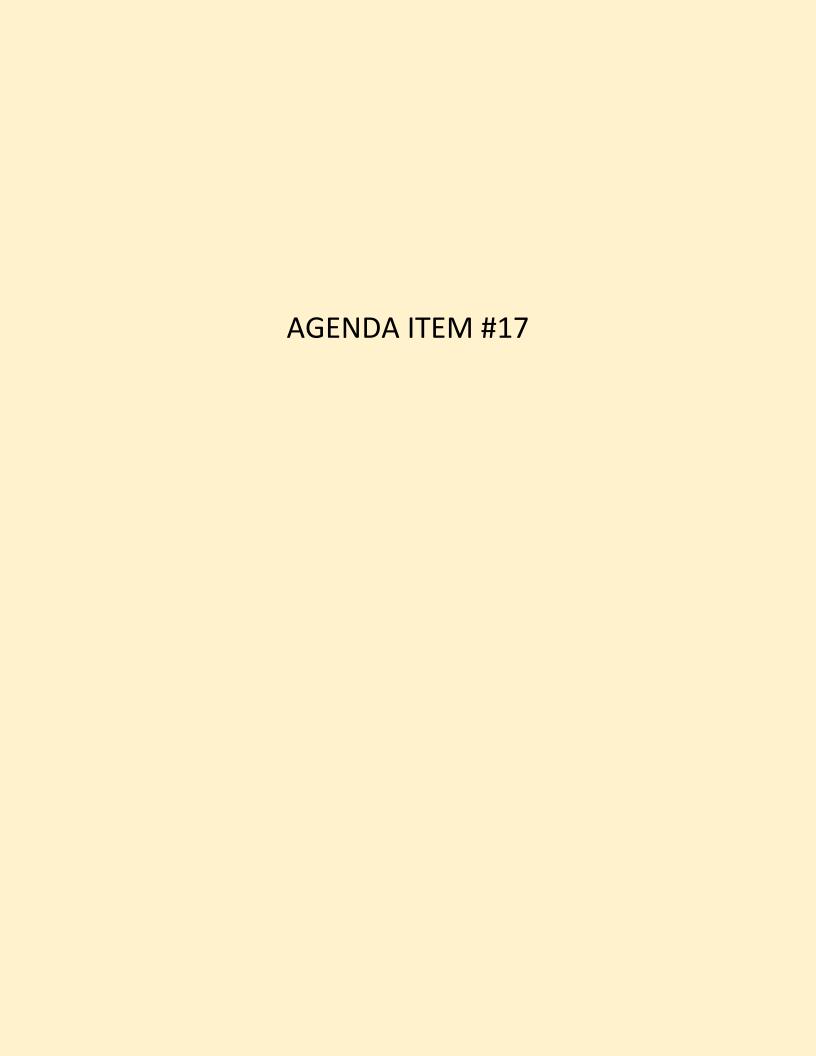
The remaining two homes (Lot 7 and Lot 9) will continue to be offered on a first-come, first-served basis. Applicants must meet the eligibility criteria, submit a complete application, and be prequalified for a mortgage. Applicants needing an exception may apply for an exception request to receive an exception from the Ridgway Workforce & Housing Committee before being qualified to purchase (excluding the aforementioned exception to the Minimum Work Standard).

Impact Development Services (IDS) will continue to accept and review applications until the remaining homes are purchased.

Construction Timeline

Rural Homes expects the homes to be completed and ready for Certification of Occupancy (CO) inspections by October 23, 2023. All public improvements will be completed to Town of Ridgway standards by the CO ready date, with the exception of the completion of the construction of Frederick Street and lot landscaping. Both Frederick Street and landscaping will be completed in November. Closings and move-ins by new homeowners will occur after CO's and appraisals are complete. The first new homeowner could move in by November 1, 2023.

End of Memorandum





October 6, 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 am formally reappointing Michelle Montague to the Planning Commission for a new term. Her current term expires on November 1, 2023. Her new term will expire on November 1, 2029.

Thank you for your time and attention to this matter.

Sincerely,

John I. Clark Mayor Town of Ridgway

