

Ridgway Town Council
Regular Meeting Agenda
Wednesday, December 14, 2022

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/84291283384?pwd=eXBTV3phUE5XQmErYUFHcnM5MkxPQT09>

Meeting ID: 842 9128 3384

Passcode: 862595

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

5:30 p.m.

ROLL CALL Councilors Kevin Grambley, Polly Kroger, Beth Lakin, Terry Schuyler, JT Thomas, Mayor Pro Tem Russ Meyer and Mayor John Clark

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of November 9, 2022.
2. Minutes of the Budget Workshop Meeting on November 17, 2022.
3. Register of Demands for December 2022.
4. Water leak adjustment for Account# 6330.2/Tuohy.

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

5. Application for Restaurant Liquor License; Applicant: For the Love of Food LLC, Shareholders: Chris Lee & Taryn Lee; DBA: Bella Vino; Location: 220 S. Lena Street
6. Application: Rezoning; Location: Solar Ranches Filing No. 2C, Lot 110A; Address: TBD Sabeta Dr.; Zone: General Commercial (GC); Applicant: Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated 12-5-2017; Owner: Wilson Living Trust dated 12-5-2017
7. Application: Final Plat; Location: Solar Ranches Filing No. 2C, Lot 110A and Lot 110B; Address: TBD Sabeta Dr. and 604 Sabeta Dr.; Zone: Residential (R); Applicant: Michael Len

Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated 12-5-2017;
Owner: Wilson Living Trust dated 12-5-2017

8. Adoption of the 2023 Fiscal Year Budget and setting of Property Tax Levies for 2023 through approval of resolutions - Town Clerk/Treasurer.

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

9. Adoption of the 2023 Five-Year and Ten-Year Capital Improvement Plans - Town Clerk/Treasurer and Town Manager.
10. Adoption of the 2023 Strategic Plan - Town Manager.
11. Review and approval of Memorandum of Understanding between Ouray County and Town of Ridgway regarding 2023 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals - Town Manager.
12. Review and approval of the *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ridgway U.S.A. Development* - Town Attorney.
13. Review and action on Agreement for Legal Services with Bo James Nerlin, P.C. - Town Attorney.
14. Consideration of appointment to the Home Trust of Ouray County Board of Directors - Town Manager.

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

15. Town Manager's Report.

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

Committees & Commissions:

Ridgway Planning Commission - Councilor Meyer and Mayor Clark
Ridgway Parks, Trails & Open Space Committee - Councilor Kroger
Ridgway Creative District Creative Advocacy Team - Councilor Grambley
Ridgway Sustainability Advisory Board - Councilor Thomas; alternate - Councilor Schuyler
Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney;
alternate - Councilor Schuyler
Sneffels Energy Board - Councilor Thomas and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager
Ouray County Transit Committee - Town Manager

Ouray County Water Users Association - Councilor Meyer; alternate Councilor Thomas
Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate - Town
Manager

Colorado Communities for Climate Action - Councilor Lakin; alternate - Town Manager
Colorado Municipal League Policy Committee - 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, January 4, 2023 at 4:00 p.m.,
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 9, 2022

CALL TO ORDER

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

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

CONSENT AGENDA

1. Minutes of the Regular Meeting of October 12, 2022.
2. Minutes of the Joint Workshop Meeting of October 26, 2022.
3. Minutes of the Budget Retreat and Special Meeting on October 29, 2022.
4. Register of Demands for November 2022.
5. Renewal of restaurant liquor license for Taco Del Gnar.
6. Water Leak Adjustment for Account #5170.3/Williams.

ACTION:

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

PUBLIC REQUESTS AND PRESENTATIONS

7. Request to close a portion of Clinton Street for Noel Night event

Tanya Ishikawa with the Ridgway Area Chamber of Commerce addressed the Council and requested the closure of Clinton Street, between Cora and Laura Streets, 4:00 to 8:00 p.m. on Friday December 2nd. She noted the event will be similar to last year with businesses open late, and some businesses and non-profits selling from tables on sidewalks.

ACTION:

Moved by Mayor Pro Tem Meyer and seconded by Councilor Enochs to approve the Ridgway Area Chamber of Commerce application for use of public rights-of-ways for Noel Night and approve the closure of Clinton Street between Cora and Laura Streets on December 2nd between 4:00 and 8:00 p.m. The motion carried unanimously on a roll call vote.

8. Presentation of annual report from the Ridgway Community Garden

Agnieszka Przeszlowska Ridgway Community Garden Board President, presented a written report dated 9-29-22 and addressed the Council in person to display a film of the garden taken on September 17th. She explained during the year the garden had full membership

and served 76 adults and 20 children; made donations of produce to the local food pantry; presented educational interactive activities to the Voyager Youth Program, along with participating in a children's communal garden bed. She explained in 2023 four garden beds will be constructed at an easier height for access by older members; more flower species which attract pollinators will be planted; and the shed extended to provide a storage area for large items like wheelbarrows.

Ms. Przeszlowska requested Town support in the spring to level and gravel the parking area, and grade the ground for installation of the new shed.

The Mayor explained the Council will consider the request during budget discussions.

POLICY MATTERS

9. Candidates and appointment of members to the Youth Advisory Council

Staff Report dated 11-4-22 from the Town Manager presenting candidates for the 2022-2023 Youth Advisory Council.

Manager Neill reported two applications have been received to serve on the Youth Advisory Council during the 2022-2023 school year, from students River Randolph and Jonathan Rytlewski. He noted the number of applicants is not enough for a meeting quorum and asked how the Council wished to proceed.

There was discussion and comments by the Council regarding ways to encourage participation during the next school year. Consensus was to continue the program with the Town Manager and Mayor working with the two students.

ACTION:

Mayor Pro Tem Meyer moved to appoint River Randolph and Jonathan Rytlewski to the 2022-2023 Youth Advisory Council. Councilor Thomas seconded, and the motion unanimously carried on a roll call vote.

10. Appointment of member to the Ridgway FUSE Committee

Councilmember Grambley reported the FUSE Committee is recommending the Council appoint a new member to the board, Donna Jaffee.

ACTION:

Moved by Councilor Grambley, seconded by Mayor Pro Tem Meyer and unanimously carried by a roll call vote to appoint Donna Jaffee as a Ridgway Fuse Committee member.

11. Amended Development Agreement with Ridgway Homes, LLC

Town Attorney Nerlin presented an amended Development Agreement with Ridgway Homes, LLC for Wetterhorn Townhomes. He explained the document is an update to the agreement previously approved by Council, which was never executed due to requested changes by the developers. Document changes include completion of items by the developers before December 8th and amendments to the affordable housing guidelines as they relate to administering the program.

Town Engineer Joanne Fagan noted November 15th is the last day the Town allows construction in rights-of-ways, and the developer will be unable to meet the time frame to finish roads and sidewalks which meet Town standards.

There were questions to staff, and discussion by the Council. It was noted by the Town Manager that staff has gone to great lengths to accommodate the developer over the past year and half. Staff suggested development and backfilling of the roads be discontinued until March 15th when construction in the rights-of-ways is allowed again. The Council agreed and asked the Town Attorney to relay the information to the developers.

ACTION:

It was moved by Councilor Lakin to approve the amendment to the Development Agreement with Ridgway Homes, LLC as presented in the agenda packet. Mayor Pro Tem Meyer seconded the motion. On a roll call vote the motion carried unanimously.

12. Presentation of the Draft 2023 Fiscal Year Budget

The Town Clerk/Treasurer presented a draft of the 2023 Fiscal Year Budget and Five and Ten Year Capital Improvement Plans. She explained changes to the capital improvement plans requested by Council during the Budget Retreat on October 29 are included in the documents, and will be further discussed at the Budget Workshop scheduled for November 16th.

SPEAKING FROM THE AUDIENCE:

Pat Willits inquired into capital improvement planning for improvements to Ridgway Ditch. He stated in relation to the findings in the recent water study, "I think it is the most important thing the Town could do" and "the only way to get more water" is to pipe Ridgway Ditch from the headgate to Lake Ottonawanda.

Mr. Willits stated "the study says that 60% of the water that enters the headgate does not make it into Lake O", "that is why is so important to capture most of that water in a line then we can substantiate the Town has water to 2050".

The Town Manager noted the recommendations from the study are contained in the five and ten year capital improvement plans.

There was discussion by the Council and it was agreed to move the piping of Ridgway Ditch from the headgate to the lake, from the Ten Year Capital Improvement Plan to the Five Year plan. Staff was directed to look into grant funding opportunities for the project.

MISCELLANEOUS REPORTS

13. Rights of Nature Annual Report

Staff Report dated 11-4-22 from the Town Manager noting in November of 2021 the Council adopted a resolution supporting protection of the Uncompahgre River, its tributaries and watershed by recognizing the "rights of nature".

The Town Manager explained the staff report contains a report from the Uncompahgre Watershed Partnership entitled "The Health and State of the Uncompahgre River, its Tributaries and its Watershed" dated October 2022.

Tanya Ishikawa with the Uncompahgre Watershed Partnership addressed the Council regarding the report.

14. Monthly Managers Report

Manager Neill highlighted some items in the monthly staff report.

Councilmember Thomas reported on a meeting of the Sustainability Advisory Board.

EXECUTIVE SESSION

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

ACTION:

Councilmember Lakin moved to enter into closed session. Mayor Pro Tem Meyer seconded, and the motion carried unanimously.

The Council entered into closed session with the Town Attorney, Town Manager and Town Clerk at 7:30 p.m. for the purpose of receiving legal advice on specific legal questions regarding the possible purchase and/or condemnation of 539 Marion Overlook.

The Council entered into a closed session with the Town Attorney, Town Manager and Town Clerk at 7:50 p.m. for the purpose of receiving legal advice on specific legal questions regarding the possible purchase and/or condemnation of TBD Laura Street.

The Council reconvened into open session at 8.10 p.m.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF BUDGET WORKSHOP
NOVEMBER 17, 2022

The Town Council convened for a budget workshop meeting at 6:00 p.m. in the Ridgway Community Center at 201 N. Railroad Street. The meeting was held both in person and via Zoom Meeting, a virtual meeting portal, pursuant to the Town's Electronic Participation Policy.

The Council was present in its entirety with Councilors Enoch, Grambley, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

Town Clerk's Notice of Budget Workshop Meeting dated October 10, 2022.

The Council received a draft Fiscal Year Budget for 2023, Five and Ten Year Capital Improvement Plans for each of the three funds and 2023 draft Strategic Plan.

Through a PowerPoint presentation the Town Manager presented an overview of the budget adoption process as it relates to State Statutes and projected ending fund balances. He explained staff has a conservative budget approach and philosophy, to ensure long term fiscal stability and reserves to meet known and unknown obligations. The projected ending fund balance for the general fund is currently 3.2 million, 1.4 for water fund, and 1.2 million in the sewer fund. Over all the funds payroll is 29.7%; down from 37% in the previous year. The budget contains two new positions, moving a seasonal public works employee to full time status, and a planner position.

The Town Clerk/Treasurer presented the draft 2023 Fiscal Year Budget and reviewed with Council changes made at the previous meeting to the capital improvement plans, and items from the Five Year Plan slated to be funded in 2023.

There was discussion by the Council and a modification and addition made to the five year plan for funding in 2023.

The Council reviewed individually the funding requests from organizations. Prior to the discussion regarding the request from the Sherbino Theater, the Mayor stepped down due to a conflict of interest, and turned the gavel over to the Mayor Pro Tem. Councilor Grambley also recused himself from the discussion. After reaching consensus on the funding request, both the Mayor and Councilor returned to sit with the Council.

There was discussion pertaining to ways to allocate requests in the future, and the interplay with economic development.

The Town Clerk noted at a previous meeting, the Council asked that the funding request from the Ouray County Home Trust be allocated from the affordable housing line item, and confirmed the action with the Council. She also noted at the last meeting the Ridgway Community Garden requested in-kind support from staff of equipment and gravel, and the Council agreed to the request.

The Town Manager presented the proposed 2023 Strategic Plan, noting the document is organized by community values from the Master Plan. He highlighted some of the items in the document, there were questions from Council and discussion between Council and staff.

The meeting adjourned at 8:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
December 2022

Name	Memo	Account	Paid Amount
William Jack Scharf		Alpine-Operating Account	
	appraisal - Laura St	519GOO · Contractual Services	-500.00
	appraisal - Marion Overlook	519GOO · Contractual Services	-500.00
TOTAL			-1,000.00
H&H Lining Inc		Alpine-Operating Account	
	pond liner	931SOO · Maintenance & Repairs	-11,577.00
TOTAL			-11,577.00
Core & Main LP		Alpine-Operating Account	
	contrib. to Tell. Foundation	535GOO · Affordable Housing	-11,959.20
	contrib. to Tell. Foundation	535GOO · Affordable Housing	-154.87
TOTAL			-12,114.07
Ouray County Road & Bridge		Alpine-Operating Account	
	10/19/22-11/21/22	660GO2 · Gas & Oil	-417.50
	10/19/22-11/21/22	760POO · Gas & Oil	-250.52
	10/19/22-11/21/22	960WOO · Gas & Oil	-362.61
	10/19/22-11/21/22	960SOO · Gas & Oil	-739.56
	10/19/22-11/21/22	860GO3 · Gas & Oil	-1,114.95
TOTAL			-2,885.14
Five Star Print & Promo		Alpine-Operating Account	
	utility bills	941WOO · Office Supplies	-419.90
	utility bills	941SOO · Office Supplies	-419.90
TOTAL			-839.80
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-13.00
		915SOO · Dues & Memberships	-13.00
TOTAL			-26.00
Ferguson Waterworks		Alpine-Operating Account	
	Ouray County tie-in (to be reimb)	931WOO · Maintenance & Repairs	-220.18
	Firehouse (to be reimb)	931WOO · Maintenance & Repairs	-657.58
TOTAL			-877.76
Colorado Water Conservation ...		Alpine-Operating Account	
		998WOO · Debt Service-CWCB (2)	-30,917.67
TOTAL			-30,917.67

Town of Ridgway
Register of Demands
December 2022

Name	Memo	Account	Paid Amount
GoBigBanners.com		Alpine-Operating Account	
	Fuse banner	532GOO · Creative/Main Street Program	-87.91
TOTAL			-87.91
Copy Cats		Alpine-Operating Account	
	TC nameplate	546GOO · Council/PC - Materials/Equip...	-20.50
TOTAL			-20.50
Xerox Financial Services		Alpine-Operating Account	
	Xerox lease - Nov 2022	948SOO · Office Equipment - Leases	-7.63
	Xerox lease - Nov 2022	948WOO · Office Equipment - Leases	-15.26
	Xerox lease - Nov 2022	548GOO · Office Equipment - Leases	-129.75
TOTAL			-152.64
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-112.30
TOTAL			-112.30
FleetPride		Alpine-Operating Account	
	hood latch - dump	661GO2 · Vehicle & Equip Maint & Repair	-16.66
	hood latch - dump	961WOO · Vehicle & Equip Maint & Repair	-16.66
	hood latch - dump	961SOO · Vehicle & Equip Maint & Repair	-16.66
TOTAL			-49.98
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-60.95
		943SOO · Telephone	-142.04
		943WOO · Telephone	-112.72
		843GO3 · Telephone	-203.15
		543GOO · Telephone	-106.25
		643GO2 · Telephone	-60.95
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-50.02
		830GO3 · Computer	-160.02
TOTAL			-916.11
Browns Hill Engineering & Con...		Alpine-Operating Account	
	reconfig. VOIP & modum	931WOO · Maintenance & Repairs	-1,747.50
	reconfig. VOIP & modum	931SOO · Maintenance & Repairs	-1,747.50
TOTAL			-3,495.00
America's Auto Care & Tire		Alpine-Operating Account	
	tires (4) - 2013 Explorer	861GO3 · Vehicle Maintenance & Repair	-767.44
TOTAL			-767.44

Town of Ridgway
Register of Demands
December 2022

Name	Memo	Account	Paid Amount
Mountain Market		Alpine-Operating Account	
		553GOO · Meetings & Community Events	-42.95
TOTAL			-42.95
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-612.00
TOTAL			-612.00
Amerigas		Alpine-Operating Account	
	propane - wtr plant	942WOO · Utilities	-2,996.15
TOTAL			-2,996.15
Pureline Treatment Systems		Alpine-Operating Account	
	Dec 2022	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
USABlueBook		Alpine-Operating Account	
	suction hose - hydrovac trailer	931WOO · Maintenance & Repairs	-344.98
	suction hose - hydrovac trailer	931SOO · Maintenance & Repairs	-344.97
TOTAL			-689.95
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
	10/19/22-11/21/22	542GOO · Utilities	-78.69
	10/19/22-11/21/22	783PO1 · Broadband Station	-133.47
	10/19/22-11/21/22	638GO2 · Street Lighting	-385.44
	10/19/22-11/21/22	642GO2 · Utilities	-119.15
	10/19/22-11/21/22	742POO · Utilities	-400.51
	10/19/22-11/21/22	742PO1 · Utilities - c cntr/t hall	-78.68
	10/19/22-11/21/22	842GO3 · Utilities	-78.69
	10/19/22-11/21/22	942SOO · Utilities	-4,050.00
	10/19/22-11/21/22	942WOO · Utilities	-991.76
TOTAL			-6,316.39
Uncompahgre Volunteer Legal ...		Alpine-Operating Account	
		5010GO1 · Uncompahgre Volunteer Leg...	-3,000.00
TOTAL			-3,000.00
Ouray County Partners Program		Alpine-Operating Account	
		5015GO1 · Ouray County Partners Progr...	-1,000.00
TOTAL			-1,000.00

Town of Ridgway
Register of Demands
December 2022

Name	Memo	Account	Paid Amount
Ouray County Soccer Club		Alpine-Operating Account	
		5120GO1 · Ouray Co Soccer Club	-3,000.00
TOTAL			-3,000.00
Sherbino Theater		Alpine-Operating Account	
		5135GO1 · Sherbino Theater	-2,500.00
TOTAL			-2,500.00
Weehawken		Alpine-Operating Account	
		5137GO1 · Weehawken Creative Arts	-4,000.00
TOTAL			-4,000.00
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-8.20
		961SOO · Vehicle & Equip Maint & Repair	-8.20
		961WOO · Vehicle & Equip Maint & Repair	-8.20
TOTAL			-24.60
Honnen Equipment Company		Alpine-Operating Account	
	cutting edge - grader	661GO2 · Vehicle & Equip Maint & Repair	-497.15
	cutting edge - grader	961WOO · Vehicle & Equip Maint & Repair	-165.71
TOTAL			-662.86
Pro Velocity		Alpine-Operating Account	
	Dec 2022	556GOO · IT Services	-626.67
	Dec 2022	615GO2 · IT Services	-626.67
	Dec 2022	729POO · IT	-626.67
	Dec 2022	820GO3 · IT Services	-686.67
	Dec 2022	917WOO · IT Services	-601.16
	Dec 2022	917SOO · IT Services	-596.16
	Dec 2022	530GOO · Computer	-59.84
	Dec 2022	630GO2 · Computer	-59.83
	Dec 2022	730POO · Computer	-59.83
	Dec 2022	830GO3 · Computer	-59.83
	Dec 2022	930WOO · Computer	-59.84
	Dec 2022	930SOO · Computer	-59.83
TOTAL			-4,123.00
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-11.07
		732POO · Supplies & Materials	-11.06
		932SOO · Supplies & Materials	-11.06
		932WOO · Supplies & Materials	-11.06
TOTAL			-44.25

Town of Ridgway
Register of Demands
December 2022

Name	Memo	Account	Paid Amount
J. Clark		Alpine-Operating Account	
	reimb Film Fest award	532GOO · Creative/Main Street Program	-800.00
TOTAL			-800.00
Nathan Cowles		Alpine-Operating Account	
	Film Fest award	532GOO · Creative/Main Street Program	-1,000.00
TOTAL			-1,000.00
Drew Loewen		Alpine-Operating Account	
	Film Fest award	532GOO · Creative/Main Street Program	-150.00
TOTAL			-150.00
David Dibble		Alpine-Operating Account	
	Film Fest award	532GOO · Creative/Main Street Program	-200.00
TOTAL			-200.00
Colin Bates		Alpine-Operating Account	
	Film Fest award	532GOO · Creative/Main Street Program	-400.00
TOTAL			-400.00
Rocky Mountain Aggregate & C...		Alpine-Operating Account	
		635GO2 · Gravel & Sand	-1,009.69
TOTAL			-1,009.69
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-95.00
		990WOO · Testing - water	-103.06
TOTAL			-198.06
Community Planning Strategie...		Alpine-Operating Account	
	Nov 2022	513GOO · Planning Consulting	-12,371.75
TOTAL			-12,371.75
McCandless Truck Center LLC		Alpine-Operating Account	
	clamp - wtr truck	661GO2 · Vehicle & Equip Maint & Repair	-73.53
TOTAL			-73.53
Bruin Waste Management		Alpine-Operating Account	
	Nov 2022	516GOO · Refuse Collection Franchise	-15,505.66
TOTAL			-15,505.66

STAFF REPORT

Subject: Request for water leak adjustment - Account #6330.2/Tuohy
Initiated By: Pam Kraft, Town Clerk
Date: November 16, 2022

BACKGROUND:

Attached is a request for a water leak adjustment at 512 Marion Overlook, from Derek Tuohy. The leak was located in the irrigation system when a root broke a line, and created excess usage of 44,800 gallons. The leak was repaired 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 54,800 gallons in September and was billed \$763. This calculates to 44,800 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 \$163.20.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email from Derek Tuohy dated 11-11-22

Pam Kraft

From: Derek Tuohy <drtuohy@gmail.com>
Sent: Friday, November 11, 2022 3:29 PM
To: Pam Kraft
Subject: Water bill reconsideration

Hello. I am writing this email to request a consideration to decrease the amount charged on our water bill at 512 Marion Overlook. I was contacted by Wanda last month and informed that our usage had greatly increased. I suspected that it might be a leak in the landscaping sprinkler system so I had our renter shut off the water valve to the sprinkler. I also called Telluride Irrigation to schedule an inspection and repair. That seemed to be the problem. The following week our water storage tank was found to be leaking and had to be replaced. Shortly after, I went on vacation for 2.5 weeks for off season. During that time I received a bill for \$825.83 for 54,800 gallons of water usage. I also received bills for sprinkler system repair and water storage. I called Wanda on 11/10/22 and asked if that amount could be reduced, since the water usage was out of my control and we took care of the issue as soon as it was identified. She notified me that the period to request an adjustment had passed, during the time that I was away. That's why I am contacting you to ask for reconsideration. We have paid all previous water bills in a timely manner. This has been a difficult month for us financially as described above. Our home has been long term rented for 4 years, and in order to keep our wonderful tenants, we have made it affordable for them and have taken on the financial burden. Please reconsider given our circumstances. I put a check in the mail today for \$500 and will pay the remainder on the next billing cycle. Thank you.

Derek Tuohy
~~920-788-7412~~
512 Marion Overlook

AGENDA ITEM #5

STAFF REPORT

Subject: Application for Restaurant Liquor License - Bella Vino

Initiated By: Pam Kraft, MMC, Town Clerk

Date: November 11, 2022

BACKGROUND:

The Town has received an application for a Restaurant Liquor License from For the Love of Food LLC, members Chris and Taryn Lee, for the premises at 220 S. Lena Street. The trade name of the new establishment will be Bella Vino.

State law requires a public hearing before the local jurisdiction for application of a new liquor license. A notice of hearing before the Town Council has been posted and published, and the premises posted, all in accordance with state statutes.

All requirements of license application have been met, all fees paid, and all forms received.

ANALYSIS:

The applicant is purchasing the business and property from the current owners. The licensed premises will encompass from property line to property line to allow serving on the existing decks, along with a proposed deck.

State liquor law allows applicants to file for a concurrent review with State Liquor Enforcement while the application is being processed at the local level. This type of application allows the local jurisdiction to issue a temporary permit allowing the applicant to conduct business and sell alcohol, until approval is issued by the state licensing authority. The applicant is seeking issuance of a temporary operating permit from the Town, and has remitted the appropriate fee.

FINANCIAL CONSIDERATIONS:

The Town receives a fee for a new liquor license application, and annual renewals thereafter.

LEGAL CONSIDERATIONS:

None.

STAFF RECOMMENDATION:

Approve the application for a Hotel/Restaurant Liquor License from For the Love of Food, LLC, sole members Chris and Taryn Lee, dba Bella Vino.

NOTE: Documents pertaining to liquor license applications are confidential in nature, and are on file in the Clerk's Office and open to inspection by the Council

AGENDA ITEMS #6 & #7

To: Town of Ridgway Mayor and Town Council
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*
Date: December 9, 2022
Subject: Final Plat and Rezone Requests for 604 Sabeta Drive for the December 14th Town Council meeting.

APPLICATION INFORMATION

Requests:

- 1) Approval to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches Filing No. 2C from "GC" General Commercial District to "R" Low Density Residential District. (*Sec. 7-3-22(A)(1) of the RMC*)
- 2) Approval of a final plat for Wilson Solar Ranch Subdivision. (*Sec. 7-4-5(C) of the RMC*)

Legal: Lots 110A & 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Address: 604 Sabeta Drive, Ridgway CO 81432
General Location: East of and adjacent to Sabeta Drive
Parcel #: 430516321002 and 430516321001
Zone District: GC General Commercial District & R Low Density Residential District
Current Use: Single-family Residential & vacant
Applicant: Michael & Susan Wilson
Owner: Michael & Susan Wilson, Trustees of Wilson Living Trust

PROJECT REVIEW

BACKGROUND

The subject properties are located on the east side of Sabeta Drive, just south of Tabernash Lane and are currently platted as Lots 110A and 110B, of the Amended Plat of Lot 110, Solar Ranches Filing No. 2C Subdivision. Lot 110B is the location of a single-family residence and is addressed as 604 Sabeta Drive. This lot is zoned R District. Lot 110A is currently undeveloped and zoned GC District. Both lots are -family development and are surrounded by single owned by the same people, the Wilson's. A map showing the location of these properties is provided in Figure 1.



Figure 1. Zoning and property location

The lots, along with Lot 110C located southwest of 110B, were originally part of one large lot (Lot 110) which was subdivided in 2001. Lot 110A was rezoned at that time to GC General Commercial District in anticipation of the construction of a Holistic Health Center; the center was never constructed. A note was placed on the plat to limit the development of Lot 110A.

The current property owners discovered that some of the improvements intended for Lot 110B have been constructed on Lot 110A. They wish to rectify this situation with requests for an amended plat and variance, and further to rezone Lot 110A from GC to R.

At their October 25th meeting, the Town of Ridgway Planning Commission approved a lot width variance for both lots. The underlying zone district, R Low Density Residential District, requires a minimum of 50' lot width. The proposed lot width for Lot 110A-1 is 46.44' and 46' for Lot 110B-2. Both requests were approved with the same condition requiring that the rezoning and plat amendment were approved by the Town Council. Therefore, if Town Council didn't approve the rezoning or plat amendment, the variances wouldn't be valid either.

2019 MASTER PLAN & FUTURE LAND USE PLAN

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

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

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

CHR-1.1: Neighborhood Character: Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.

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

POLICY GRO-1.5: Design of New Development. Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.

POLICY GRO-1.7: Transitions. Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.

REQUESTS

The applicant is seeking two approvals to bring the current properties into conformance with the RMC, the 2019 Master Plan, and Future Land Use Plan: amended plat and rezoning. As noted previously, there are structural and other improvements on Lot 110B that encroach upon Lot 110A. These improvements are identified on Figure. And, since the holistic health care center was not constructed, the owners are seeking approval to rezone Lot 110A from GC District to R District.

The amended plat readjusts the property line between Lots 110A and 110B to bring the structural improvements (shed) and driveway all onto Lot 110B. Lot 110A becomes 110A-1 and Lot 110B becomes 110B-2. The amended plat also restricts direct lot access to Sabeta Drive from Lot 110A-1 and provides a shared access easement on Lot 110B-2 for both lots. Figure 4 depicts the proposed lot configuration.

Lastly, when the property was replatted in 2001, Lot 110A was zoned GC General Commercial District in anticipation of the construction of a holistic health center. This center was never constructed and the property owner would like to rezone Lot 110A to R Low Density Residential District to be in conformance with the master plan and compatible with surrounding zoning and uses.

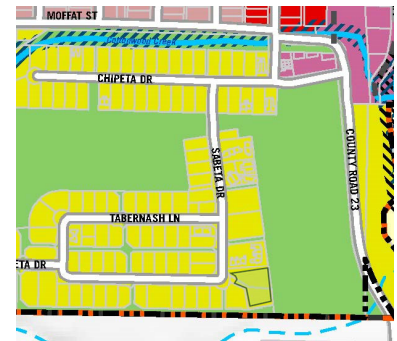


Figure 2. Future Land Use Plan

The applicant has submitted a hearing application, fee, letter of request, site plan/improvement survey, final plat/amended plat, and HOA letter for the public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with Section §7-3-23(D) of the RMC.

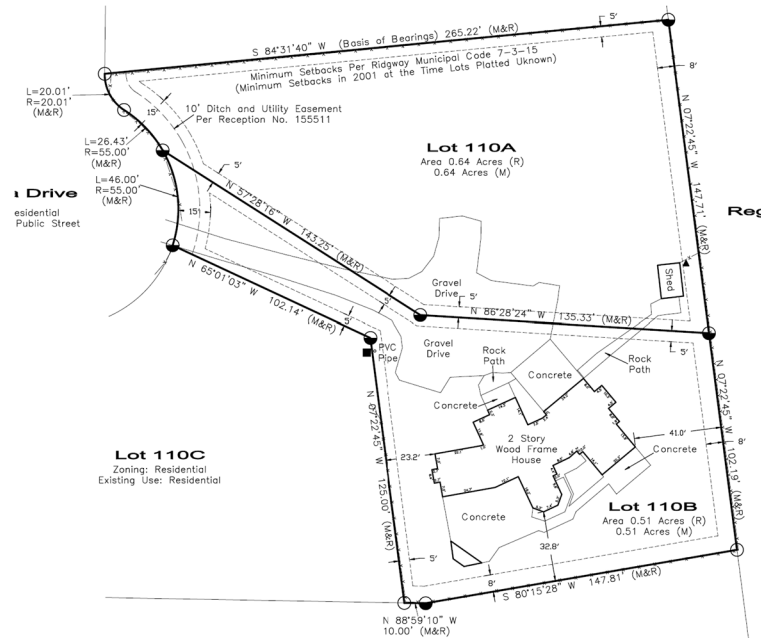


Figure 3. Improvement Survey of Existing Conditions

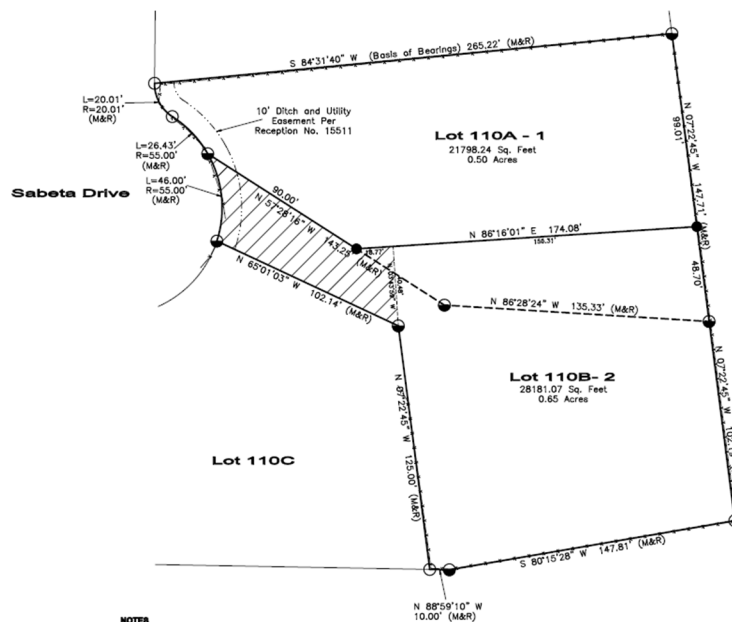


Figure 4. Proposed Amended Plat

CODE REQUIREMENTS

RMC §7-3-22 - AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.

(A) Rezoning:

(1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:

(a) The amendment is not adverse to the public health, safety and welfare, and

(b) Either:

(i) The amendment is in substantial conformity with the Master Plan; or

(ii) The existing zoning is erroneous; or

(iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.

(2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. Town staff shall have 30 days from the date an application is submitted to review such submittal and to advise the applicant of any deficiencies. Once a submittal is deemed complete, it may be processed for further review. The burden shall be on the applicant to show that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

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

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

RMC §7-4-10 REPLATS AND AMENDED PLATS

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

RMC §7-4-5(C) FINAL PLAT:

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

(i) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the Subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;



- (ii) Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (iii) Payment of all costs due to date pursuant to 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.

ANALYSIS

LAND USES

Lot 110A-1 is currently vacant and Lot 110b-1 is developed as a single-family residence. Both are in conformance with the current "R" and "GC" Districts as it relates to land use. The applicant wishes to rezone the "GC" lot to "R" to allow future residential development and to bring it into conformance with the 2019 Master Plan and Future Land Use Plan which shows the property as Single-family as well as to be more compatible with surrounding zoning and land uses.

DIMENSIONAL STANDARDS

Dimensional Standards

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

Standard	Requirement	Proposed	
		Lot 110A-1	Lot 110B-2
Min. Lot Width	50'	46.43'*	46'*
Min. Lot Size	6,000sf	21,789.24sf	28,181.07sf
Max. Lot Coverage	50%	TBD	<50%
Min. Front Setback	15'	TBD	>102'
Min. Rear Setback	8'	TBD	32.8'
Min. Side Setback	5'	TBD	15'
Max. Side on Corner Lot	7.5'	n/a	n/a

**Variances approved by the Planning Commission on October 25, 2022*

The current lot widths do not meet the minimum dimension and the amended plat will not correct the nonconformance since there isn't additional room or land to adjust the lot width at the street. In order to bring the two lots into conformance, a lot width variance for each lot is being requested. To mitigate the impact of having two driveways located within close proximity to each other, staff requested that a note be added to the plat prohibiting direct access from Lot 110A-1 onto Sabeta Drive. (See note 9)

ACCESS

As currently platted, both lots have direct lot access to Sebata Drive. The applicant proposes to restrict direct lot access for Lot 110A-1 and provided a shared access easement on Lot 110B-2. Due to the narrow lot width at the street and the configuration of the street curve in this area, the access restriction addresses the negative impacts of multiple access points on a cul-de-sac.

UTILITIES

No proposed changes to existing utilities have been proposed or are required by this request. All public improvements are already in place and services are provided to Lot 110B-2. If new water and/or sewer taps are necessary for the future development of Lot 110A-1, that will be determined in conjunction with the building permit application.



PLANNING COMMISSION RECOMMENDATION / ACTION

At their regular meeting on October 25, 2022, the Town of Ridgway Planning Commission considered the rezoning request to R Low Density Single-Family District, two variances reducing the lot widths, and a plat amendment adjusting the property line between the two lots. The following recommendations were made by the Planning Commission:

Rezoning:

Recommended the Town Council approve a rezoning of Lot 110A, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C, from GC General Commercial District to R Low Density Single-Family District with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision amended plat.

Variances:

Lot 110A-1: Approved a 3.56-foot variance to allow a 46.44-foot lot width for Lot 110A-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21 of the RMC have been met and with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision rezoning and amended plat.

Lot 110B-2: Approved a 4-foot variance to allow a 46-foot lot width for Lot 110B-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21(A) of the RMC have been met and with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision rezoning and amended plat.

Amended Plat:

Recommended the Town Council approve the Wilson Solar Ranch Subdivision with the following conditions:

- 1) Update the Attorney Certificate to include exceptions included on the Title Commitment.
- 2) The Ridgway Town Council approves the Wilson Subdivision rezoning request.

STAFF RECOMMENDATION

Following review of the application materials against the applicable RMC requirements, staff recommends approval of the rezoning and amended plat requests with conditions intended to tie each of the approvals together so no one request is approved unless both are approved. The recommended motions, with alternative motions, are provided in the next sections of the staff report.

RECOMMENDED MOTIONS – REZONE

"I move to approve the request to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C from "GC" General Commercial District to "R" Low Density Single-Family District finding that the criteria set forth in Section 7-3-22(A)(1) of the RMC have been met and with the following condition:

- 1) The Wilson Subdivision amended plat is approved by Town Council."

Alternative Motion:



"I move to deny the request to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C from "GC" General Commercial District to "R" Low Density Single Family District to the Town of Ridgway Town Council finding that the criteria set forth in Section 7-3-22(A)(1) of the RMC have not been met."

- 1) The amendment is not in substantial conformity with the Master Plan; or
- 2) The existing zoning is not erroneous; or
- 3) Conditions in the area affected or adjacent areas have not changed materially since the area was last zoned.

RECOMMENDED MOTIONS – AMENDED PLAT

"I move approve the Wilson Solar Ranch Subdivision finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met and with the following conditions:

- 1) Update the Attorney Certificate to include exceptions included on the Title Commitment.
- 2) The Ridgway Town Council approves the Wilson Subdivision rezoning and variance requests to reduce the minimum lot width."

Alternative Motion:

"I move to deny the Wilson Solar Ranch Subdivision finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met:

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

ATTACHMENTS

1. Application and Support Materials



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

Planning Commission Hearing Request

Official Use Only
Receipt # 240 (\$750-)
Date Received: 8-9-22
Initials: [Signature]

General Information

Applicant Name Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017 Application Date 8/9/22

Mailing Address 604 Sabeta Drive, Ridgway, CO 81432

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Owner Name Same as applicant

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Address of Property for Hearing 604 Sabeta Drive, Ridgway, CO 81432

Zoning District According to Town Zoning Map December 2021:
Lot 110B (Solar Ranches Filing 2C) - Residential
Lot 110A (Solar Ranches Filing 2C) - General Commercial (Conditional ORD 01-04)

Brief Description of Requested Action

1. Request Plat Amendment of Lots 110A & 110B, both owned by Applicant. Amendment will move part of the line between lots and grant access easement for new 110A-1. Movement of property line will cause non-conforming existing shed (from previous owner) to conform.
2. Request Rezoning of Lot 110A to Residential.
3. Request Variances due to practical difficulties as Lots 110A & 110B are both non-conforming as platted at only 46.43' and 46' wide respectively currently. We are not asking to change the minimum width of either lot, only asking for variances to allow current situation to remain. We propose the access easement for Lot 110A-1 to address situation.

Action Requested and Required Fee Payable to the Town of Ridgway

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
<input type="checkbox"/> Conditional Use per 7-3-19	\$250.00	<input type="checkbox"/> Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
<input type="checkbox"/> Change in Nonconforming Use per 7-3-20	\$150.00	<input type="checkbox"/> Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Variances & Appeals per 7-3-21	\$250.00	<input type="checkbox"/> Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Rezoning per 7-3-22	\$250.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Other Reviews Pursuant to 7-3-23	\$250.00	<input type="checkbox"/> Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variance to Floodplain Reg. per 6-2	\$150.00	<input type="checkbox"/> Lot Split	\$450.00
<input type="checkbox"/> Master Sign Plan Pursuant to 7-3-117	\$150.00	<input type="checkbox"/> Replat	\$150.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Deviations from Residential Design Standards per 6-6	\$175.00	<input checked="" type="checkbox"/> Plat Amendment	\$250.00
<input type="checkbox"/> Other	\$_____	<input type="checkbox"/> Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
		<input type="checkbox"/> Statutory Vested Rights per 7-5	\$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.



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. (Reference 7-4-10)
- ☐ 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 regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.


Applicant Signature

8/8/22
Date


Owner Signature

8/8/22
Date



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

**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

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

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

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

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

Acknowledged this 8th day of August, 2022.

APPLICANT:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

PROPERTY OWNER:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

I, Susan Carriere Wilson, hereby certify to the Town of Ridgway that I have sent timely notice in accordance with C.S.R. 24-65.5-102(1) to the mineral estate owner in the county tax assessor's records as follows:

The attached notice was sent by United Parcel Service on September 16, 2022 to:

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA, WA 99330



Susan Carriere Wilson

Mike and Sue Wilson
604 Sabeta Drive
Ridgway, CO 81432
scarrierewilson@gmail.com

September 16, 2022

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA, WA 99330

Dear Mr. Lundgren,

Please accept this letter as notice, issued in accordance with C.S.R. 24-65.5-102(1), that there shall be a public Planning Commission Hearing on October 25, 2022, at 5:30pm local time at 201 N. Railroad Street, Ridgway, Colorado regarding the property described as:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

On the agenda for this hearing is an application by Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017, requesting the approval of 1) an amended plat to amend a property boundary between Lots 110A and 110B, Amended Plat of Lot 110, Solar Ranches Filing No. 2C; 2) a rezoning of Lot 110A from GC General Commercial to R Low Density Residential; and 3) a lot width variance for Lot 110A and 110B.

You are receiving this notice as the mineral estate owner in the county tax assessor's records.

Thank you,



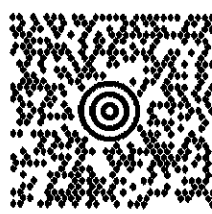
Susan Carriere Wilson

FROM:
ERIN GRAHAM
(970) 626-3680
RIDGWAY OFFICE SUPPLY
631 SHERMAN STREET
RIDGWAY CO 81432

1 LBS

DWT: 9,11,1

1 OF 1



WA 993 0-45



SHIP TO:

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA WA 99330

UPS GROUND

TRACKING #: 1Z 3R5 54V 03 4880 9869



BILLING: P/P

WS 25.0.14 SHARP MX-4071 38.0A 09/2022

Fold here and place in label pouch



Ridgway Office & Mercantile

631 Sherman St., P.O. Box
294
RIDGWAY, CO 81432
(970) 626-3680
www.ridgwayoffice.com

Sep 16, 2022
11:51 AM
Erin

Authorization: 04155D
Receipt: TVYp

CHASE VISA
AID A0 00 00 00 03 10 10

Black & White Large Doc
Printing x 2
(\$2.75 each)
24x36 (1-10) \$5.50

Envelopes
Individual Linen Envelope \$0.29

UPS \$17.91

Scan x 3
(\$1.25 each) \$3.75
Ricoh 1-5 Pages (Per Page)

Subtotal \$27.45
Sales Tax \$0.52

Total \$27.97
Visa 2659 (Chip) \$27.97
Susan Carriere

Thank you for supporting us! If you had a
pleasant experience today, show us some
love on Google, Facebook or Yelp!



Mike and Sue Wilson
604 Sabeta Drive
Ridgway, CO 81432
scarrierewilson@gmail.com
303-709-8037

September 15, 2022

Town of Ridgway
Planning Commission
201 N. Railroad St.
Ridgway, CO 81432

Dear Planning Commission Members,

We ask that you grant our request for a hearing based on the following issues and information.

Background

We own two lots in Solar Ranch on Sabeta Drive in south Ridgway, which we purchased in February, 2022. (See Lots 110A and 110B on Image 1 below and evidence of our ownership in **Enclosure 1.**) The legal description of the lots is:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

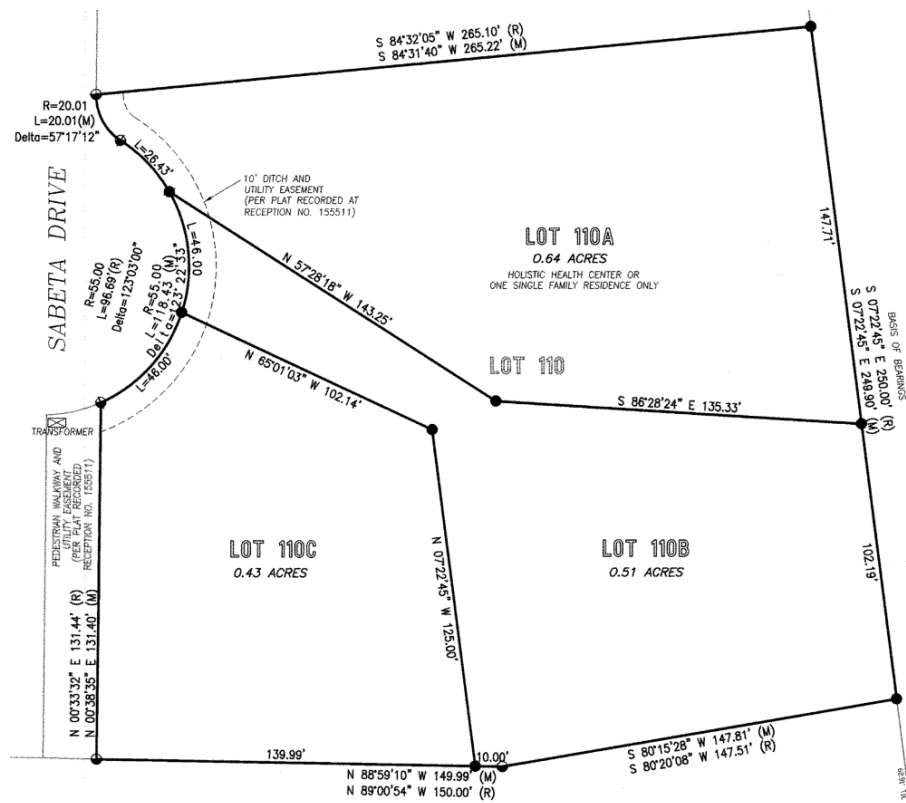


Image 1: Division of Lot 110 into three sublots

Our lots (along with Lot 110C) were once part of one large lot, Lot 110 of Solar Ranches, Filing 2C. Lot 110 was divided into three lots in 2001 with the filing of an Amended Plat with Ouray County, the most

Subsequently, the home we live in now was built on Lot 110B in 2002, while 110A remains undeveloped. A home was also built on Lot 110C. It is not owned by us and not directly affected by our requests.

1. All three lots are only approximately 46 feet wide at the point of street access; and
2. Lot 110A is zoned "GC" General Commercial, under Conditional Ordinance 01-04 (allowing for a Holistic Health Center to be built on Lot 110A).

The map shows two adjacent lots, Lot 110A and Lot 110B, with the following details:

- Lot 110A:**
 - Area: 0.04 Acres (R), 0.64 Acres (M)
 - Boundaries:
 - Top: S 84°31'40" W (Basis of Bearings) 265.22' (M&R)
 - Right: N 07°22'45" W 147.71' (M&R)
 - Bottom: S 80°15'28" W 147.81' (M&R)
 - Left: N 57°28'10" W 141.26' (M&R)
 - Inner Left: N 63°01'03" W 102.14' (M&R)
 - Inner Top: N 86°28'24" W 135.33' (M&R)
 - Features: Gravel Drive, Rock Path, Concrete, 2 Story Wood Frame House.
- Lot 110B:**
 - Area: 0.51 Acres (R), 0.51 Acres (M)
 - Boundaries:
 - Top: N 07°22'45" W 102.13' (M&R)
 - Right: S 80°15'28" W 147.81' (M&R)
 - Bottom: S 80°15'28" W 147.81' (M&R)
 - Left: N 07°22'45" W 125.00' (M&R)
 - Features: Concrete, 2 Story Wood Frame House.
- Other Features:**
 - Gravel Drive (shared between lots)
 - Rock Path (shared between lots)
 - Concrete (shared between lots)
 - 2 Story Wood Frame House (shared between lots)
 - PVC Pipe (located near the bottom left corner of Lot 110A)
 - Gravel (located near the top right corner of Lot 110A)
- Curved Boundary Details (Top Left):**
 - L=26.43', R=55.00' (M&R)
 - L=46.00', R=55.00' (N&R)

Image 2: Our home on 110B showing shed & driveway spilling across the lot line of 110A.

Summary of Concerns Inherited with Our Lots Purchase

Concern #1: The shed built by the previous owner is non-conforming to current regulations of the Town or our homeowner's association, Solar Ranch HOA, Inc. filing 2BCD ("HOA"), as it rests on the undeveloped Lot 110A.

Concern #2: The lot widths at the entrances for Lots 110A and 110B are non-conforming to Town regulations as neither have the requisite minimum 50' width.

Concern #3: Lot 110A is zoned "GC" General Commercial, under Conditional Ordinance 01-04, in the middle of a residential neighborhood.

Proposed Solutions

Proposed Solution re Concern #1: Move a portion of the lot line between Lots 110A and 110B (creating Lots 110A-1 and 110B-1 as depicted on the replat attached as **Enclosure 4**) so that the driveway and shed will be completely contained on Lot 110B-1 and thus conform with current Town and our HOA regulations. Please note that we will abandon the part of the existing gravel drive that would encroach on Lot 110A-1, if any.

Proposed Solution re Concern #2: Grant a permanent access easement to Lot 110A-1 from 110B-1 to allow for access to Lot 110A-1 from the current driveway on 110B-1. We propose that no direct access to the street would be available for Lot 110A-1 so as not to create any additional direct street access, and that access to Lot 110A-1 would be gained only via the access easement. There is currently a fence erected along the entire width of Lot 110A between the lot and the street. We have no plans to remove the fence.

Proposed Solution re Concern #3: Rezone Lot 110A as "R" Low Density Residential to allow only approved residential development, as supported by our neighbors and HOA.

A snapshot of the proposed solutions can be seen on Image 3 below and more completely in the Final Plat we propose. (See **Enclosure 4**).

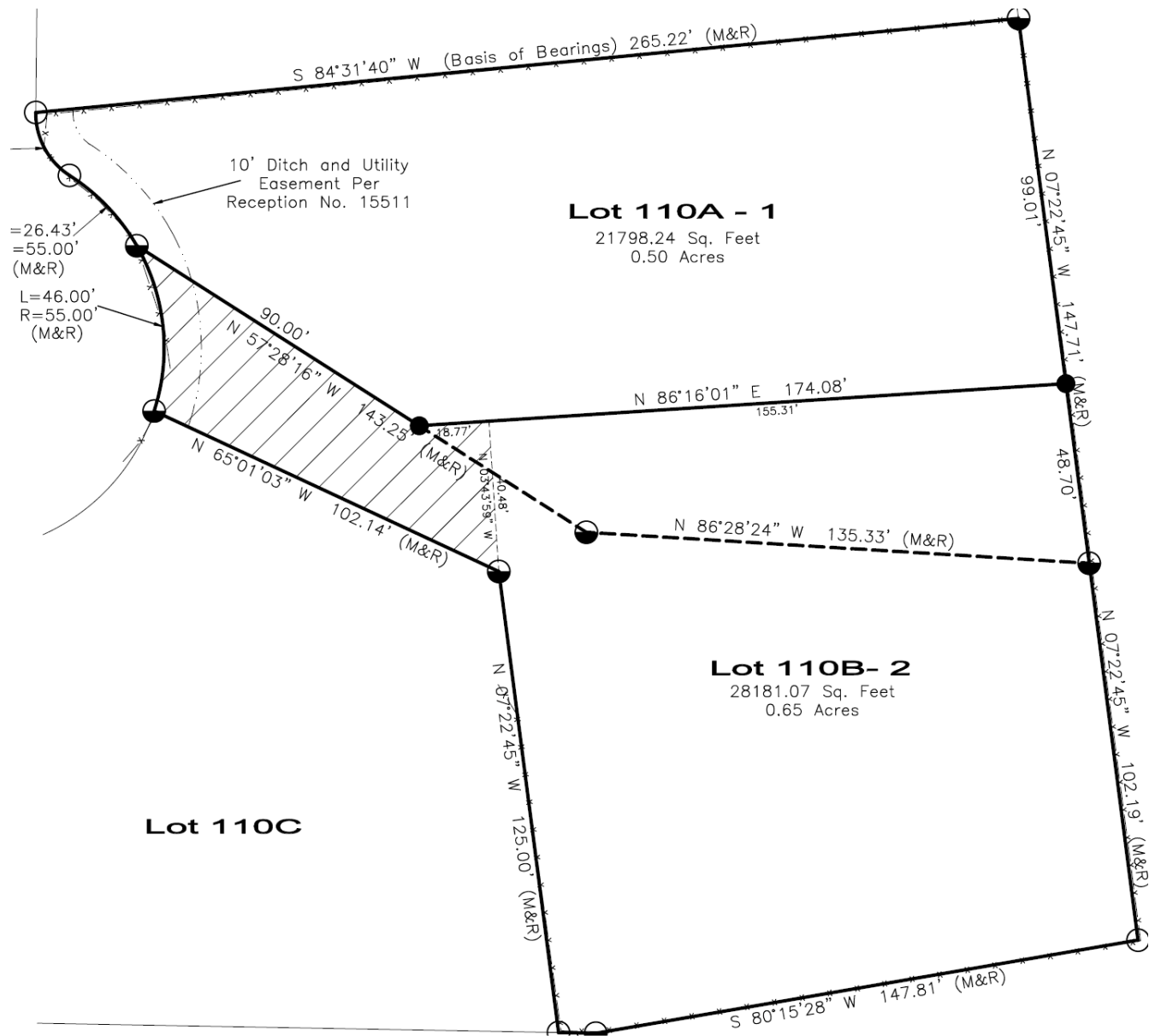


Image 3 – New Lots 110A-1 and 110B-1.

Approvals Sought at the Requested Hearing of the Planning Commission

As described in further detail below we have the following requests of the Planning Commission regarding each of the outlined concerns related the current state of our lots:

- Specific to Concern #1 – Approve Plat Amendment
- Specific to Concern #2 – Grant Width Variances for Both Lots
- Specific to Concern #3 – Rezone Lot 110A-1

Approval Sought re: Concern #1 – Approve Amendment of Plat

We ask for approval of the plat amendment to create Lots 110A-1 and 110B-1, attached as **Enclosure 4**.

We note that the proposed plat amendment meets all the criteria of the Town of Ridgway Municipal Code (the “Code”) section 7-4-10(B) and therefore is eligible to be approved by the Planning Commission. Specifically, section 7-4-10(B) of the Code states that:

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

The proposed plat amendment is for a part of a subdivision plat previously approved by the Town and it does not make or require any material changes to the extent, location, or type of public improvements and easements provided.

All required public improvements currently exist and need no changes. We are suggesting to provide a new private access easement (as further described below) simply to help alleviate an existing problem with the lot widths, but do not require such easement. No public easements are being requested or required due to the amended plat.

As proposed, the lots resulting from the amended plat meet all Design Standards of these Regulations. The proposed easement grants access to a street connected to the public street system to Lot 110A-1.

Additionally, as proposed, the lots resulting from the amended plat meet all dimensional requirements of zoning regulations to the extent that they currently do, i.e., they meet all, except the minimum width requirement that they do not meet now. We ask for approval of variances related to this width requirement below.

Please see Image 4 below showing the dimensional requirements of the Town’s zoning regulations for “R” Low Density Residential and how the dimensions of proposed Lots 110A-1 and 110B-1 compare.

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)			
	Use	Width (ft) ⁽⁵⁾	Size (sf)		Front	Rear ⁽¹⁾	Side ⁽¹⁾	Max. Side on Corner Lot
R	Single-Family and Duplex	50	6,000	50	15	8	5	7.5
Lot 110A-1		46.43	21,789.24	0	N/A	N/A	N/A	N/A
Lot 110B-1		46	28,181.07	< 50	>102	32.8	15	9.5

Image 4 – Dimensional Requirements vs. Dimensions of Lots 110A-1 and 110B-1.

Approval Sought re: Concern #2 – Grant Width Variances

1. We ask for a variance to the width requirement for Lot 110A-1 of 3 feet and 6.84 inches to allow a reduced width of 46.43 feet.
2. We ask for a variance to the width requirement for Lot 110B-1 of four feet to allow a reduced lot width of 46 feet.

We note that the requested variances are not related to “use” and meet all the criteria of the applicable section of the Code, Section 7-3-21(A).

As per Section 7-3-21(A) of the Code, “Variances shall be granted only if all the following criteria are met: (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.

In our situation, criteria (1) is met because there are practical difficulties in the way of carrying out the strict letter of the zoning ordinance lot width requirement. There are only 92.43 feet across the two existing lots and thus it is impossible to change the lot lines to meet the minimum width requirement of 50 feet for each lot.

Criteria (2) is met because the variances support the spirit of the ordinance by granting as wide of a lot as practically possible for both lots and retaining widths that are only a few feet short of the minimum requirement. In order to mitigate any negative ramifications that a smaller than minimum lot width may be creating, we are proposing that Lot 110B-1 grant the access easement to Lot 110A-1 depicted in the

amended plat described above and included as Enclosure 4. This will effectively give Lot 110A-1 access to the full 92.43 feet width of the two lots and will not minimize the width of the other lot or its access at all.

The public health, safety and welfare will remain secure in light of the requested variances and substantial justice will be done if the variances are granted because they are simply upholding the existing situation that we inherited from the previous owner of the properties.

The uses of land within 100 feet of the exterior of the combined Lots 110A and 110B (and Lots 110A-1 110B-1) are as follows:

To the North – “R” Low Density Residential (condominiums)

To the East – Ridgway Athletic Park

To the South – HOA path and Town Border (ranch land abuts the Town limits)

To the West – “R” Low Density Residential

Approval Sought re: Concern #3 – Rezone

We ask for the rezoning of Lot 110A to one of “R” Low Density Residential. When Lot 110 was divided into three separate lots in 2001, the owners of Lot 110A wished to build a Holistic Health Center on such lot and were granted the right to do so under Conditional Ordinance 01-04. Under this conditional right, if the Holistic Health Center was not built, only a single family residence would be allowed to be built on Lot 110A. As the Holistic Health Center was never built, only a single family residence should be allowed to be built on the lot pursuant to Conditional Ordinance 01-04 and therefore we ask that the zoning be changed to reflect that fact.

The Planning Commission may grant the requested rezoning under the Town Municipal Code 7-3-22(A) because all the criteria of that section of the Code will be met, i.e., the requested re-zoning:

(a) “is not adverse to the public health, safety and welfare”; and

(b) “is in substantial conformity with the Master Plan.”

There is nothing adverse to the public health, safety and welfare of rezoning Lot 110A-1 to “R” Low Density Residential in-line with the intent of the Conditional Ordinance 01-04.

The Town’s Master Plan shows our neighborhood, including both our lots, as part of a Single-Family Neighborhood, which by the definitions in the Master Plan, does not include commercial buildings. Re-zoning Lot 110A-1 to be “R” Low Density Residential supports what is depicted in the Master Plan in substantial conformity with the Master Plan.

An examination of the Town’s Master Plan Values shows that the rezoning request aligns with the many of the related Goals and Policies listed in the plan, especially those related to the Community Value 5, i.e., Well-Managed Growth.

The first goal mentioned under the Community Value of Well-Managed Growth is listed as:

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

The requested rezoning is aligned with several of the specific policies listed under this goal.

First, the **“POLICY GRO-1.5: Design of New Development. Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood. . . .”** would be supported by the rezoning requested. The surrounding neighborhood is all zoned as “R” Low Density Residential. Granting our request to designate Lot 110A-1 as “R” Low Density Residential would ensure that any development on the lots is compatible with the surrounding area or neighborhood.

Additionally, the rezoning is aligned with **“POLICY GRO-1.7: Transitions. Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.”** Currently, Lot 110A’s zoning is governing by Conditional Ordinance 01-04, which allows for the construction of a Holistic Health Center or a Single-Family Residence, but gives no guidance or regulation about the development of such a center, or any guidance as to what would constitute a Holistic Health Center versus any other type of health center. Rezoning the lot to be “R” Low Density Residential would provide clear guidance to anyone who develops the land in the future and ensure “compatibility between distinct land uses” and “development densities” of the area.

Another goal listed in the Master Plan is **“GOAL GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.”** The Master Plan includes a policy to support this goal of **“POLICY GRO-2.3: Development Capacity. Monitor the Town’s capacity to support development based on existing infrastructure and facility capacity, population projections, and community desires.”**

Our rezoning request is in-line with this policy because, if granted, it will support less stress on the existing infrastructure and be in-line with community desires. If the lot is developed under the “R” Low Density Residential zoning designation rather than under a commercial zoning designation no additional public infrastructure, utilities, facilities, or services will be needed. Those currently in place are sufficient to meet the needs of residents under the requested zoning. Additionally, discussions with our neighbors and the HOA board confirmed our belief that our neighborhood community desires that our rezoning request be granted so that commercial development is not allowed on the lot.

The Town Master Plan also lists a goal of **“GOAL GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.”** As part of this goal, the Town adopted a policy of **“POLICY GRO-4.2: Traffic Impacts of Development. Ensure that future development does not create traffic volumes or patterns that will create traffic hazards or interrupt traffic flow.”**

Our Solar Ranch neighborhood has unpaved streets and no sidewalks. We also have a large walking, running, and biking population. Some of this activity is on our neighborhood trails, but much of it takes place on the streets themselves. This is currently possible and safe because of the low volume of traffic in the neighborhood. If a Holistic Health Center were to be built on Lot 110-1, we would be concerned that the use of the center could lead to increased traffic volumes and would create traffic hazards in our neighborhood. Rezoning the lot to “R” Low Density Residential would ensure that future development on the lot does not create traffic volumes or patterns that will create traffic hazards.

Additional Enclosures

Enclosed in support of our request for a hearing on these matters, please find an approval letter for these requests from our HOA (**Enclosure 5**), the Planning Commission Hearing Request (**Enclosure 6**), and a check to the Town of Ridgway in the amount of \$750.00.

Thank you for your attention to this matter and for considering our request.

We remain grateful for the patient assistance of our new neighbors and the Town of Ridgway as we work to make necessary improvements to our home and properties!

Sincerely,



Susan and Michael Wilson

ENCLOSURE LIST

- Enclosure 1 – Evidence of Ownership of Lots 110A and 110B by the Applicant
- Enclosure 2 – AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO
- Enclosure 3 – Improvement Survey Plat dated July 2021 as provided by Previous Owner of Lots 110A and 110B (updated as of September 2022 to add the Required Site Plan Items)
- Enclosure 4 – FINAL PLAT FOR WILSON SUBDIVISION, A REPLAT OF LOTS 110A AND LOT 110B, AMENDED LOT 110, OF SOLAR RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY, OURAY COUNTY, COLORADO
- Enclosure 5 – Approval Letter from HOA regarding the Proposed Replat
- Enclosure 6 – Planning Commission Hearing Request

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 1

Evidence of Ownership of Lots 110A and 110B by the Applicant

Included in Enclosure 1, please find the following documents:

- 1) General Warranty Deed for Lots 110A and 110B recorded with Ouray County February 9, 2022, from Robert McKelvey and Karen McKelvey to Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017, and any amendments thereto ("Wilson Living Trust");
- 2) Certification of Trust for the Wilson Living Trust (with first page and title page of Trust Agreement included);
- 3) Deed of Trust to Wells Fargo dated February 9, 2022 from the Wilson Living Trust; and
- 4) Title Commitment on Lots 110A and 110B at the time of purchase by the Wilson Living Trust.

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 2

AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER
RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 3

**Improvement Survey Plat dated July 2021 as provided by Previous Owner of Lots 110A and 110B
(updated as of September 2022 to add the Required Site Plan Items)**

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 4

FINAL PLAT FOR

WILSON SOLAR RANCH SUBDIVISION

**A REPLAT OF LOTS 110A AND LOT 110B, AMENDED PLAT OF LOT 110, OF SOLAR
RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP 45
NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY,
OURAY COUNTY, COLORADO**

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 5

Approval Letter from HOA

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 6

Planning Commission Hearing Request

Enclosure 1
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State Documentary Fee
\$156.50 02-09-2022

231371
Page 1 of 3
Michelle Nauer, Clerk & Recorder
Ouray County, CO
02-09-2022 02:46 PM Recording Fee \$23.00



State Documentary Fee
Date: January 25, 2022
\$156.50

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY**, whose street address is **604 SABETA DRIVE, Ridgway, CO 81432**, City or Town of **Ridgway**, County of **Ouray** and State of **Colorado**, for the consideration of **(\$1,565,000.00) ***One Million Five Hundred Sixty Five Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO**, whose street address is **9740 E 35TH AVE, Denver, CO 80238**, City or Town of **Denver**, County of **Denver** and State of **Colorado**, the following real property in the County of **Ouray** and State of **Colorado**, to wit:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

also known by street and number as: **604 SABETA DRIVE, RIDGWAY, CO 81432**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **January 25, 2022**.

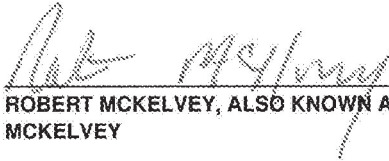
(SEE ATTACHED "SIGNATURE PAGE")

When recorded return to: **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO**
9740 E 35TH AVE, Denver, CO 80238



Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 1 of 2



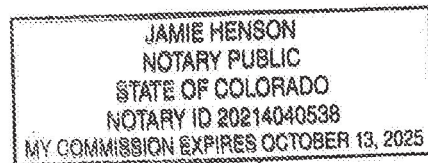
ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D.
MCKELVEY

State of Colorado)
County of Orange) ss.
)

The foregoing instrument was acknowledged before me on this day of January 25th, 2022 by ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY

Witness my hand and official seal

My Commission expires: 10/13/25 _____
Notary Public



Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 2 of 2

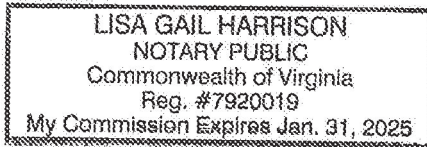
Karen McKelvey
KAREN MCKELVEY

State of Virginia)
County of Franklin)ss.
)

The foregoing instrument was acknowledged before me on this day of January 25th, 2022 by KAREN MCKELVEY

Witness my hand and official seal

My Commission expires: 01/31/2025 Lisa G. Harrison
Notary Public



CERTIFICATION OF TRUST

To: Town of Ridgway and its Planning Commission (collectively, the "Town")

The undersigned make(s) the following declarations on behalf of the Trust (as defined below) to the Town:

1. Trust Name. The complete name of the Trust is "Michael Len Wilson and Susan Carriere Wilson, Trustees, of the Wilson Living Trust dated December 5, 2017, and any amendments thereto" (the "Trust").

2. Trustees. The following are all of the duly appointed and acting trustees (the "Trustees") of the Trust. The address of each Trustee is listed below each name.

Michael Len Wilson
604 Sabeta Drive
Ridgway, CO 81432

Susan Carriere Wilson
604 Sabeta Drive
Ridgway, CO 81432

3. Trust Agreement. The Trust is evidenced by that certain Trust Agreement executed on December 5, 2017 (the "Trust Agreement"). The Trust Agreement is still in full force and effect and has not been amended, altered, revoked or terminated in any way.

4. Grantor(s). The full name of each Grantor (sometimes referred to as a "Settlor" or a "Trustor") of the Trust are: Michael Len Wilson and Susan Carriere Wilson.

5. Revocability. The Trust is currently revocable. The people holding the power to revoke the trust are: Michael Len Wilson And Susan Carriere Wilson.


6. Title to Trust Property. Title to trust property may be taken in the following name: Wilson Living Trust dated December 5, 2017.

7. Power of Trustees; Signing Authority. The Trustees are duly authorized under the terms of the Trust Agreement to own real estate and transact related business. The documentation for any just ownership or transaction may be signed any one of the Trustees.

8. Accuracy of this Certificate. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certificate of trust to be incorrect.

9. Tax Identification Number (TIN). This is a grantor trust for income tax purposes and does not have a TIN. All tax reporting is done under Susan Carriere Wilson's social security number.

Executed on Aug 8, 2022.


Michael Len Wilson, trustee


Susan Carriere Wilson, trustee

Wilson Living Trust

Article One Establishing Our Trust

The parties to this trust are Michael Len Wilson and Susan Carriere Wilson (the *Grantors*) and Michael Len Wilson and Susan Carriere Wilson (collectively, our *Trustee*).

We intend to create a valid trust under the laws of Colorado and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Colorado law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

“Wilson Living Trust dated December 5, 2017.”

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

“Michael Len Wilson and Susan Carriere Wilson, Trustees, of the Wilson Living Trust dated December 5, 2017, and any amendments thereto.”

For all purposes concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with our Trustee will not be required to inquire into this trust’s terms or the authority of our Trustee, or to see to the application of funds or other property received by our Trustee. Our Trustee’s receipt of any money or property paid, transferred, or delivered to our Trustee will be a sufficient discharge to the third party from all liability

We have executed this trust on December 5, 2017. This trust instrument is effective when signed by us, whether or not now signed by a Trustee.

Michael L Wilson
Michael Len Wilson, Grantor and Trustee

Susan Carriere Wilson
Susan Carriere Wilson, Grantor and Trustee

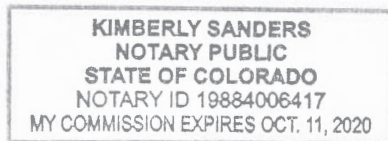
STATE OF COLORADO

)
) ss.

COUNTY OF DENVER

)

This instrument was acknowledged before me on December 5, 2017, by Michael Len Wilson, as Grantor and as Trustee and Susan Carriere Wilson, as Grantor and as Trustee.



Kimberly Sanders
Notary Public

My commission expires: 10/11/2020

Return To: Wells Fargo Bank, N.A.
FINAL DOCS F0012-01B
6200 PARK AVE
DES MOINES, IA 50321

Prepared By: Catherine E Brown
1801 PARK VIEW DR
FLOOR 1
SHOREVIEW, MN 55126-5030



85007700

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "*Security Instrument*" means this document, which is dated February 8, 2022, together with all Riders to this document.

(B) "*Borrower*" is Michael Len Wilson and Susan Carriere Wilson, Trustees of the Wilson Living Trust dated December 5, 2017, and any amendments thereto. Borrower is the trustor under this Security Instrument.

(C) "*Lender*" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "*Trustee*" is the Public Trustee of Ouray County, Colorado.

(E) "*Note*" means the promissory note signed by Borrower and dated February 8, 2022. The Note states that Borrower owes Lender one million one hundred seventy three thousand seven hundred fifty and 00/100 Dollars (U.S. \$1,173,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2052.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Trust Rider |



(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Ouray [Name of Recording Jurisdiction]: SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 110B; 110; R005148; R005149 which currently has the address of 604 Sabeta DR [Street] Ridgway [City], Colorado 81432-9361 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.



Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b)



leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that



such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument



(such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These



agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in



writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition



on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline,



kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and



place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Trustee

Michael Len Wilson, Trustee of the 2/8/22
Wilson Living Trust under trust Date
instrument dated December 5, 2017.

Seal

Susan Carriere Wilson, Trustee of 2/8/22
the Wilson Living Trust under trust Date
instrument dated December 5, 2017.

Seal

BY SIGNING BELOW, Settlor, of the Wilson Living Trust under trust instrument dated December 5, 2017, agrees that the term Borrower when used in this Security Instrument shall include Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Security Instrument and any Riders to this Security Instrument.

Settlor

Michael Len Wilson 2/8/22
Michael Len Wilson Date
Seal



BY SIGNING BELOW, Settlor, of the Wilson Living Trust under trust instrument dated December 5, 2017, agrees that the term Borrower when used in this Security Instrument shall include Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Security Instrument and any Riders to this Security Instrument.

Settlor

Susan Carriere Wilson 2/8/22
 Susan Carriere Wilson Date
 Seal

Acknowledgment

State of Colorado

County of Denver

This record was acknowledged before me on 2/8/22 by
Susan Carriere Wilson and Michael Len
Wilson, Trustees of the Wilson living trust

[Signature]
 Signature of Notarial Officer
 Title of Notarial Officer: Notary Public
 My commission expires: 3/14/22

Loan Origination Organization: Wells Fargo
 Bank N.A.

NMLSR ID: 399801

Loan Originator: PAUL JOHN STINSON

NMLSR ID: 673362

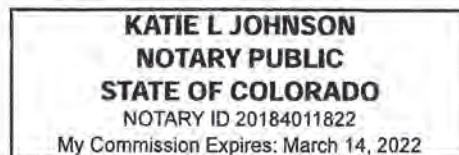


Exhibit A

Escrow No. 85007702

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

Endorsement
Our Order No. 85007702

The Company hereby assures the Proposed Insured listed in Schedule A of the commitment, that according to the office of the clerk and recorder in which the property is situated, there have been no deeds, other than the deed(s) which vests fee simple ownership to the owner(s) stated in Schedule A of the commitment, conveying the land described in this commitment within a period of 24 month(s) prior to the Commitment Date, except as follows:

none

This endorsement is made a part of the commitment and is subject to all the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsement, nor does it extend the effective date of the commitment and any prior endorsement, nor does it increase the Policy amount thereof.

Certified Through January 24, 2022

CERTIFICATE OF TAXES DUE

Account Number R005148
Parcel 430516321001
Assessed To
MCKELVEY ROBERT
604 SABETA DR
RIDGWAY, CO 81432

Certificate Number 2021-004340
Order Number
Vendor ID LAND_TITLE
JEANNE BOOTS
1561 OXBOW DRIVE
SUITE 2
MONTROSE, CO 81401

Legal Description

Subd: LOT 110 SOLAR RANCHES #2C AMENDED Lot: 110A Subd: SOLAR RANCHES #2C Lot: 110 (USED FOR SEARCH PURPOSES ONLY-NOT PART OF CURRENT LEGAL DESCRIPTION)
S: 16 T: 45 R: 8

Situs Address

TBD SABETA DR Ridgway

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$2,923.76	\$0.00	\$0.00	(\$2,923.76)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/14/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 201 - 201 - 201

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1410000	\$455.57	VACANT- RESIDENTIAL LOTS	\$170,000	\$49,300
OURAY COUNTY (ROAD & BRIDGE)	1.5110000	\$75.31			
OURAY COUNTY (SOCIAL SERVIC	0.5560000	\$27.71	COM-NON RESIDENTIAL- IMPROVEMENTS	\$1,870	\$540
SCHOOL DISTRICT R-2 (RIDGWA	13.1690000	\$656.34			
SCHOOL DISTRICT R-2 BOND (R	7.4530000	\$371.46	Total	\$171,870	\$49,840
TOWN OF RIDGWAY	8.6510000	\$431.17			
DALLAS PARK CEMETERY DISTRI	0.2050000	\$10.22			
COLORADO RIVER WATER CONSER	0.5020000	\$25.02			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$178.98			
TRI-COUNTY WATER CONSERVANC	1.9060000*	\$94.99			
RIDGWAY LIBRARY DISTRICT	2.8260000	\$140.85			
REGIONAL SERVICE AUTHORITY	0.3750000	\$18.69			
SCHOOL DISTRICT R-2 SALARIE	6.1450000	\$306.27			
OURAY COUNTY (EMS FUND)	2.0150000	\$100.43			
TOWN OF RIDGWAY RAMP BOND	0.6170000	\$30.75			
Taxes Billed 2020	58.6630000	\$2,923.76			
* Credit Levy					

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

CERTIFICATE OF TAXES DUE

Ouray County Treasurer, Jill Mihelich, BY
P.O. Box 149
541 4th St
Ouray, CO 81427-0149
(970) 325-4487



CERTIFICATE OF TAXES DUE

Account Number R005149

Parcel 430516321002

Assessed To

MCKELVEY KAREN
604 SABETA DRIVE
RIDGWAY, CO 81432

Certificate Number 2022-004385

Order Number

Vendor ID LAND_TITLE

JEANNE BOOTS
1561 OXBOW DRIVE
SUITE 2
MONTROSE, CO 81401

Legal Description

Subd: LOT 110 SOLAR RANCHES #2C AMENDED Lot: 110B Subd: SOLAR RANCHES #2C Lot: 110 (USED FOR SEARCH PURPOSES ONLY-NOT PART OF CURRENT LEGAL DESCRIPTION)
S: 16 T: 45 R: 8

Situs Address

604 SABETA DR Ridgway

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2021	\$0.00	\$4,726.22	\$0.00	\$0.00	\$0.00	\$4,726.22
Total Tax Charge						\$4,726.22
Grand Total Due as of 01/18/2022						\$4,726.22

Tax Billed at 2021 Rates for Tax Area 201 - 201 - 201

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.0930000	\$684.51	RES-SINGLE FAMILY	\$181,000	\$12,940
OURAY COUNTY (ROAD & BRIDGE)	1.5030000	\$113.15	RESIDENCE-LAND		
OURAY COUNTY (SOCIAL SERVIC	0.5530000	\$41.63	RES-SINGLE FAMILY	\$871,890	\$62,340
SCHOOL DISTRICT R-2 (RIDGWA	13.9620000	\$1,051.06	RESIDENCE-		
SCHOOL DISTRICT R-2 BOND (R	7.4530000	\$561.06	IMPROVEMENTS		
TOWN OF RIDGWAY	8.6510000	\$651.25	Total	\$1,052,890	\$75,280
DALLAS PARK CEMETERY DISTRI	0.2030000	\$15.28			
COLORADO RIVER DISTRICT	0.5010000	\$37.72			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$270.33			
TRI-COUNTY WATER CONSERVANC	1.8800000*	\$141.53			
RIDGWAY LIBRARY DISTRICT	2.8040000	\$211.08			
REGIONAL SERVICE AUTHORITY	0.3750000	\$28.23			
SCHOOL DISTRICT R-2 SALARIE	10.2090000	\$768.53			
OURAY COUNTY (EMS FUND)	2.0040000	\$150.86			
Taxes Billed 2021	62.7820000	\$4,726.22			

* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

CERTIFICATE OF TAXES DUE

Ouray County Treasurer, Jill Mihelich, BY
P.O. Box 149
541 4th St
Ouray, CO 81427-0149
(970) 325-4487





Land Title Guarantee Company Customer Distribution



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

Order Number: **OU85007702-6**

Date: **01/27/2022**

Property Address: **604 SABETA DRIVE, RIDGWAY, CO 81432**

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

For Closing Assistance

Sherri Tompkins
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 248-3895 (Work)
(800) 830-1774 (Work Fax)
stompkins@ltgc.com
Contact License: CO567893
Company License: CO44565

Closing Associate

Beth Perkovich
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-3157 (Work)
(877) 346-4104 (Work Fax)
bperkovich@ltgc.com
Contact License: CO495682
Company License: CO44565

Closing Processor

Jamie Henson
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-3157 (Work)
(877) 346-4104 (Work Fax)
jhenson@ltgc.com
Contact License: CO497677
Company License: CO44565

For Title Assistance

Land Title Ouray County Title Team
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
ourayresponse@ltgc.com

Buyer/Borrower

MICHAEL LEN WILSON AND SUSAN CARRIERE
WILSON, TRUSTEES OF THE WILSON LIVING TRUST
DATED DECEMBER 5, 2017, AND ANY AMENDMENTS
THERE TO
Attention: MICHAEL LEN WILSON
Delivered via: Electronic Mail

Agent for Seller

UNITED COUNTRY SNEFFELS REALTY LLC
Attention: TODD SCHROEDEL
Delivered via: Electronic Mail

Seller/Owner

ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D.
MCKELVEY AND KAREN MCKELVEY
Delivered via: US Postal Service

Lender - New Loan

WELLS FARGO BANK N.A.
Attention: WELLS FARGO TITLE ORDER
wellsfargotitleorder@wellsfargo.com
Delivered via: Electronic Mail

Agent for Buyer

RIDGWAY REAL ESTATE CORP
Attention: NINAH HUNTER
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **OU85007702-6**

Date: **01/27/2022**

Property Address: **604 SABETA DRIVE, RIDGWAY, CO 81432**

Parties: **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO**
ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,478.00
"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate	\$825.00
Endorsement ALTA 8.1-06	\$0.00
Endorsement 100-06	\$0.00
Endorsement C-1 (Issued with Commitment)	\$0.00
Tax Certificate	\$0.00
Total \$4,303.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Ouray county recorded 06/09/2004 under reception no. 184867](#)

[Ouray county recorded 01/21/2003 under reception no. 179839](#)

[Ouray county recorded 09/24/2001 under reception no. 175767](#)

Plat Map(s):

[Ouray county recorded 05/15/2001 under reception no. 174776](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: OU85007702-6

Customer Ref-Loan No.: 0577824469

Property Address:

604 SABETA DRIVE, RIDGWAY, CO 81432

1. Effective Date:

01/24/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,565,000.00

Proposed Insured:

MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON,
TRUSTEES OF THE WILSON LIVING TRUST DATED
DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO

"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate \$1,173,750.00

Proposed Insured:

WELLS FARGO BANK, N.A., ITS SUCCESSORS AND/OR
ASSIGNS

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

A FEE SIMPLE

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

ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY

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

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO.
[174776](#),
COUNTY OF OURAY, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85007702-6

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.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
(THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
(THIS ITEM WAS INTENTIONALLY DELETED)
4. RELEASE OF DEED OF TRUST DATED NOVEMBER 23, 2021 FROM ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION TO SECURE THE SUM OF \$677,000.00 RECORDED DECEMBER 06, 2021, UNDER RECEPTION NO. [230875](#).
5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017 AS A TRUST. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE TRUST WAS CREATED, THE MAILING ADDRESS OF THE TRUST, THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE TRUST AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

NOTE: THE TRUST AGREEMENT FOR THE WILSON LIVING TRUST DATED DECEMBER 5, 2017 DISCLOSES MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON (EITHER CAN SIGN) AS THE TRUSTEES AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.
6. WARRANTY DEED FROM ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY TO MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO CONVEYING SUBJECT PROPERTY.
7. DEED OF TRUST FROM MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF WELLS FARGO BANK, N.A. TO SECURE THE SUM OF \$1,173,750.00.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85007702-6

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

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

Order Number: OU85007702-6

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO INTERSECT THE PREMISES HEREBY GRANTED IN UNITED STATES PATENT RECORDED FEBRUARY 24, 1903 IN BOOK 64 AT PAGE [56](#).
9. RESERVATION OF ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, RESERVED BY ROBERT LUNDGREN AND MABEL S. LUNDGREN IN DEED RECORDED JANUARY 18, 1962 IN BOOK 162 AT PAGE [231](#).
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FILING NO. 2C SOLAR RANCHES RECORDED JANUARY 17, 1994 UNDER RECEPTION NO. [155511](#); AND THE AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, RECORDED MAY 15, 2001 UNDER RECEPTION NO. [174776](#).

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

Order Number: OU85007702-6

11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES RECORDED JULY 21, 1993 IN BOOK 227 AT PAGE [222](#); AND IN FIRST ANNEXATION OF ADDITIONAL LAND RECORDED JANUARY 27, 1994 IN BOOK 227 AT PAGE [764](#); AND IN RESOLUTION OF SOLAR RANCH HOMEOWNERS ASSOCIATION TO MODIFY THE DECLARATION RECORDED MAY 25, 2001 AT RECEPTION NO. [174848](#) AND AT RECEPTION NO. [174849](#); AND IN AMENDMENT RECORDED MARCH 27, 2002 UNDER RECEPTION NO. [177317](#).
12. TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT OF SUBDIVISION PLAT AND PLANNED UNIT DEVELOPMENT PLAN FOR SOLAR RANCHES 2C RECORDED DECEMBER 27, 1994 IN BOOK 230 AT PAGE [709](#).
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 1997-039 REGARDING NOXIOUS WEEDS RECORDED AUGUST 08, 1997 AT RECEPTION NO. [164857](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



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

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

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President




OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Enclosure 2

AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER
RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO

LAND SURVEYOR'S CERTIFICATE

I, J. David Foley, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this plat and survey of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY was made by me and under my responsible charge and supervision and that both are accurate to the best of my knowledge. I further certify that all monuments and markers were actually set as shown hereon and that this plat complies with Articles 50 and 51 of Title 38, C.R.S.

Dated this 20th day of April, 2001

J. David Foley, PS 24954

NOTES

1. Easement research by Attorney's Title Agency, Inc., Commitment No. RE94-00.072, dated December 11, 2000 at 9:00 A.M.

2. NOTES OF CLARIFICATION

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat:
None

b. The following lots have been created by this plat:
110A, 110B, 110C

c. The following lots have been deleted by this plat:
110

3. BASIS OF BEARINGS. The bearing on the easterly boundary of Lot 110 assumed as the record bearing of N 07°22'45" W, according to the plat of Solar Ranches, Filing No. 2C recorded at Reception No. 155511.

4. NOTICE. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

ATTORNEY'S OPINION

I, Andrew A. Mueller, being an Attorney-at-Law duly licensed to practice before the Courts of record in the State of Colorado, and representing the Owner(s), do hereby certify that I have examined the title to all lands herein dedicated and shown upon this plat and that title to such lands is in the dedication free and clear of all liens, taxes, and encumbrances, except as follows: (Reservation of One-half of all oil, gas, and mineral rights, recorded in Book 162 at Page 251).

Dated this 30th day of April, A.D. 2001

Attorney-at-Law, Colo. Reg. No. 46376

PLANNING COMMISSION APPROVAL

The Planning Commission of Ridgway, Colorado did hereby authorize and approve this plat of the above subdivision at a meeting held on the 24th day of April, A.D. 2001.

Chairperson

APPROVAL BY TOWN

The within plat of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, is authorized and approved for filing this 15th day of May, 2001.

Town of Ridgway

By: Patricia Willis

Mayor, Patricia Willis

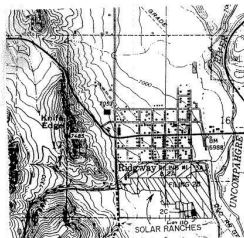
ATTEST: Patricia Willis

Clerk

Approved for Recording this 7 of MAY, 2001

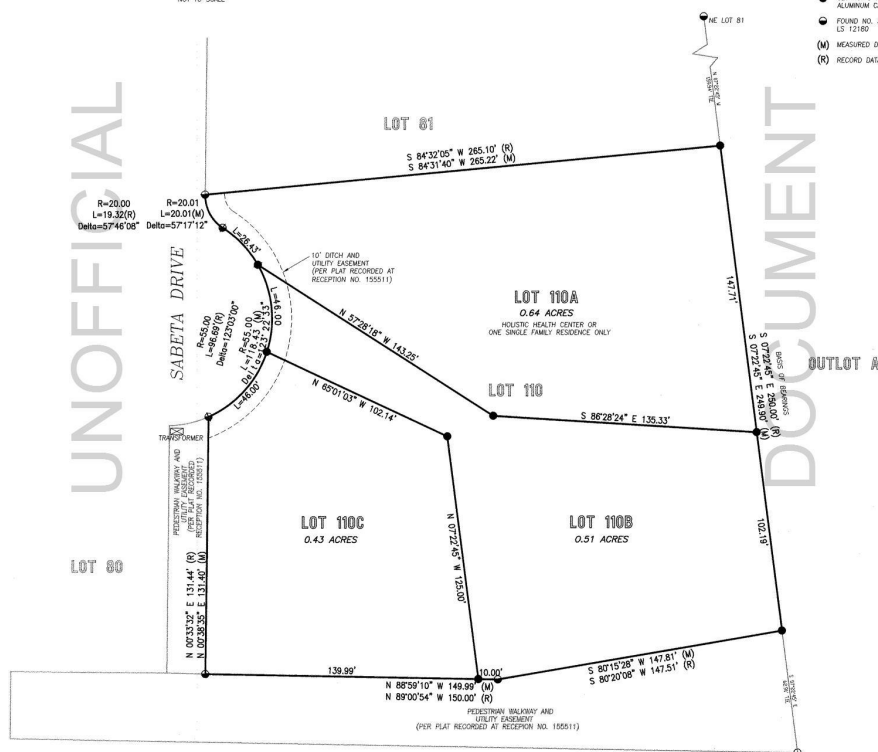
By: Patricia Willis

Town Attorney



Vicinity Map

NOT TO SCALE



SCALE: 1" = 30'

- SET NO. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24954
- FOUND NO. 5 REBAR AND CAP LS 12180
- (M) MEASURED DATA
- (R) RECORD DATA

DEDICATION

Know all persons by these presents: Thomas G. Ritzma, Manager being the owner of the land described as follows:

Lot 110, Solar Ranches Filing No. 2C, a Re-Subdivision of Outlot A, Savath Subdivision, according to the recorded plat filed 1-17-94 at Reception No. 155511, and Amendment to plat and 06-14-99 at Reception No. 169851, Town of Ridgway, County of Ouray, State of Colorado.

under the name of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, has laid out, platted and subdivided same as shown on this plat, and hereby dedicates, grants and conveys the utility easement shown hereon to the Town of Ridgway for Town and public utilities including water, sewer, power, telephone, CATV and drainage.

In witness hereof the said owner has caused his name to be here unto subscribed this 15th day of May, 2001.

T.G.R., LLC

By: Thomas G. Ritzma, Manager

NOTARIAL

State of Colorado,)
County of San Miguel) ss

The foregoing instrument was acknowledged before me this 15th day of May, 2001.

My commission expires 7-27-04
Witness my hand and official seal.

Notary Public

PLANNED UNIT DEVELOPMENT PLAN RES

This final subdivision plat constitutes a final Planned Unit Plan and is a portion of the overall preliminary Plan Unit for Solar Ranches, Filing 2C. The property shown hereon the following terms, conditions and limits:

1. The use of the numbered lots shown hereon is restricted single-family residences except as otherwise specifically in 2. There shall be a minimum of 15.5 feet, side to side, separation.
3. No building shall exceed two stories or 27 feet in height.
4. All pedestrian walkways are subject to utility easements conveyed to the Town of Ridgway.
5. The maintenance of all walkway areas as shown on this plat and the plat of Solar Ranches Filing No. 2C shall be the joint and several responsibility of the owners of the lots which may be performed by an Owners Association.
6. All walkway areas are not maintained in accordance with as approved by the Town, as set out in the Declaration of Covenants, Conditions and Restrictions of Solar Ranches. A Planned Unit Development, Ouray County, Colorado record contemporaneously herewith in the Ouray County Records, shall have the right to cause the necessary maintenance and assess the costs thereof to the owners of the said lots. Any such assessments which remain unpaid shall be the property and the Town may file a notice of such lien County Clerk and Recorder's Office, which lien may be for any lawful manner. The Town may also certify unpaid dues the Ouray County Treasurer for collection as a delinquent manner similar to the collection of general property taxes, the Town may enforce compliance with the provisions of the Planned Unit Development Plan in accordance with Town ordinances.
7. All outdoor lighting fixtures shall comply with Town regulations.

COUNTY TREASURER'S CERTIFICATE

I certify that according to the records in the Ouray County Treasurer's Office, there are no liens against the property included in the subdivision, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection.

Thomas M. Ritzma 5/16/01
County Treasurer Date

OURAY COUNTY CLERK'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Ouray County, Colorado on this 15th day of MAY, 2001 at Reception Number 171716 Time 4:00 PM.

Michelle Olsen
County Clerk and Recorder BY: Thomas M. Ritzma

AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY
LOCATED WITHIN THE SW1/4 OF SECTION 16, T.45N., R.8W., N.M.P.M., OURAY COUNTY, COLORADO

Project Mgr. DF	Rev	06/27/2001	SSR	10
Technician: BB				
Checked by:				
Start date: 3-5-01				

FOLEY ASSOCIATES, INC.
ASSISTING PLANNING ENGINEERS

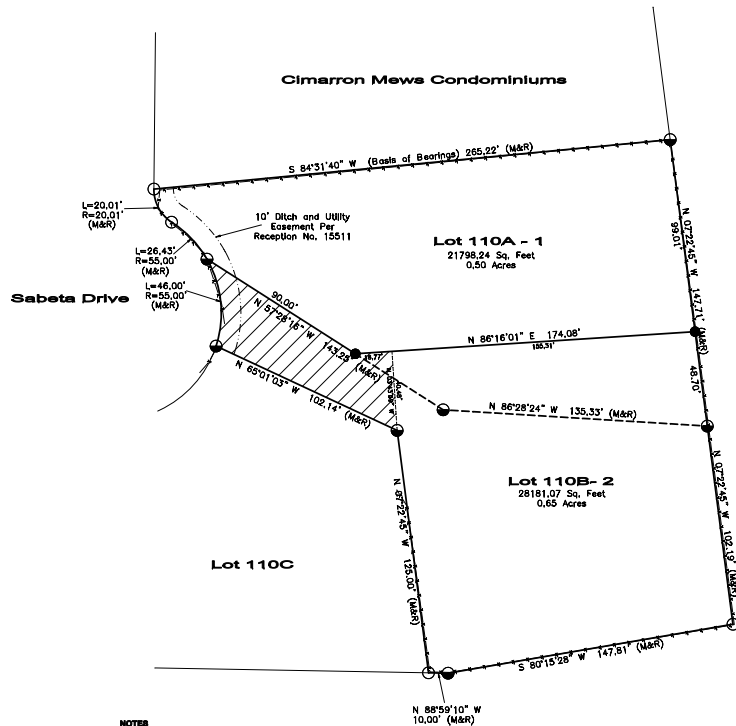
970-728-6153 970-728-
P.O. BOX 1385
125 W. PACIFIC, SUITE
TELLURIDE, COLORADO

Drawing path: K:\JOBS\01015\regul.dwg Sheet 1 of 1

Enclosure 4

**FINAL PLAT FOR
WILSON SOLAR RANCH SUBDIVISION
A REPLAT OF LOTS 110A AND LOT 110B, AMENDED PLAT OF LOT 110, OF SOLAR
RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP
45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF
RIDGWAY, OURAY COUNTY, COLORADO**

Wilson Solar Ranch Subdivision
A Replat of Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Located in the Southwest 1/4 of Section 16, Township 45 North, Range 8 West, NMPM
Town of Ridgway, County of Ouray, State of Colorado

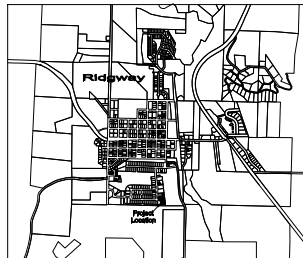
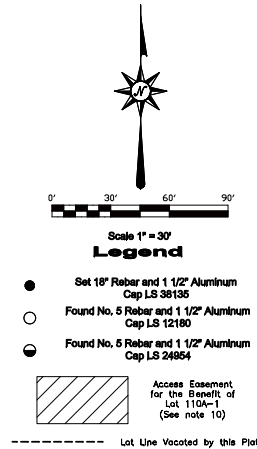


NOTES

1. All construction will conform with Ridgway Municipal Code.
2. Outdoor Lighting: All outdoor lighting shall conform to Ridgway Municipal Code Section 8-2 "Outdoor Lighting regulations", as may be amended.
3. The maximum number of dwelling units allowed is one per lot for which the applicable excise tax has been paid. If any additional units are added the excise tax for each unit shall be due with the building permit or upon any further subdivision.
4. The property platting hereby is subject to the plat rules as recorded in AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C as recorded in the Ouray County Records at Reception No. 174778, and FILING NO. 2C SOLAR RANCHES, A PLANNED UNIT DEVELOPMENT as recorded in the Ouray County Records at Reception No. 155511.
5. The property platting hereon is subject to the prior easements as shown hereon.
6. Easements for utilities shall include a blanket utility easement over and across all lots.
7. BASIS OF BEARINGS: The north line of LOT 110A, AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, COLORADO per the plat recorded at reception No. 174778 in the office of the Ouray County Clerk and Recorder is recorded as being S 84°31'40" W as shown hereon.
8. Linear Units: US Survey Foot.
9. No direct access to Lot 110A-1 shall be allowed from Sabata Drive.

NOTICE

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



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS: Michael L. Wilson and Susan C. Wilson, Trustees of the Wilson Living Trust Dated December 6, 2017, as the owners ("Owners") of certain lands in the Town of Ridgway, Colorado, to wit:

Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C, Town of Ridgway, County of Ouray, State of Colorado ("Property")

has held out, plotted and subdivided same as shown on this plat under the name of Wilson Solar Ranch Subdivisions, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the location and maintenance of public utilities as shown hereon.

Owner has executed this plat effective as of _____, 202__.

By: _____
Michael L. Wilson, Trustee

By: _____
Susan C. Wilson, Trustee

NOTARIAL:

STATE OF _____) ss.
COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202__ by Michael L. Wilson, Trustee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

NOTARIAL:

STATE OF _____) ss.
COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202__ by Susan C. Wilson, Trustee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ATTORNEY'S CERTIFICATE:

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

Dated this _____ day of _____, 202__.

By: _____, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202__.

By: _____
Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202__.

By: _____
John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 202__.

By: _____
Bo North, Town of Ridgway Town Attorney

ENGINEER'S CERTIFICATE:

I, Joanne Fagan, a Registered Professional Engineer in the State of Colorado, do certify that the streets, curbs, gutters, and sidewalks, sanitary sewer system, water distribution system, fire protection system, and storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the subdivision shown hereon.

Dated this _____ day of _____, 202__.

By: _____
Joanne Fagan, Town of Ridgway Town Engineer

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the Wilson Solar Ranch Subdivisions.

Dated this _____ day of _____, 202__.

By: _____
Frederick Hall, Town of Ridgway Town Manager

SURVEYOR'S CERTIFICATE

I, Peter C. Seaver, being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

Peter C. Seaver, PLS 38135

LIEN HOLDERS' CERTIFICATE:

The undersigned, being the holder of a deed of trust (Reception No. 231372) encumbering the property described in this Plat joins in and consents to the filing hereof for Wells Fargo Bank N.A.

By: _____
Name: _____
Title: _____

TREASURER'S CERTIFICATE:

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

Dated this _____ day of _____, 202__.

By: _____
Jill Michels, Ouray County Treasurer


RECORDERS' CERTIFICATE

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____, M. on the _____ day of _____, A.D. 202__ under

Reception No. _____.

By: _____
Michelle Hauer, Ouray County Clerk and Recorder

Deposit _____

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 8-28-22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
 OFFICE (870) 249-5349 - CELL (870) 729-1289 23414 UNCOMPAHGRE ROAD, MONTEPOSE, COLORADO 81403 WWW.ORIONSURVEYING.COM	DRAWING PATH: Project 7-21			
	SHEET No. 1 OF 1 PROJECT: 21182			

Enclosure 5

Approval Letter from HOA

Town of Ridgway
Planning Commission
201 N. Railroad St.
Ridgway, CO 81432

RE: Current Lot 110A and Lot 110B, as shown on the Amended Plat of Lot 110, Solar Ranches, Filing No. C, Town of Ridgway, as recorded May 15, 2001 under Reception No. 174776, county of Ouray, State of Colorado ("Lots 110A and 110B").

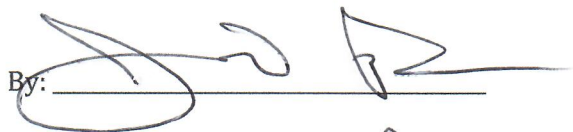
Dear Planning Commission Members:

We write in regard to the changes requested by the Wilsons related to the movement of the property line between Lots 110A and 110B, the granting of the variances due to the existing lot widths of both lots, the granting of the access easement from to reduce the impact of the existing lot widths of the lots, and the rezoning as required so that both lots are zoned "R" Low Density Residential only, as presented in the enclosed documents.

The requested changes do not conflict with the governing documents of the homeowner's association SOLAR RANCH HOA, INC. FILING 2BCD (the "HOA") and the HOA Board of Directors supports the approval of such requested changes.

Sincerely,

SOLAR RANCH HOA, INC. FILING 2BCD

By: 

Name: JEFFREY PRYOR

Title: PRESIDENT SR HOA 2020

Date: 8/3/22

Improvement Survey Plat
Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Located in the Southwest 1/4 of Section 16, Township 45 North, Range 8 West, NMPM
Town of Ridgway, County of Ouray, State of Colorado

Lot 108
Zoning: Residential
Existing User: Residential

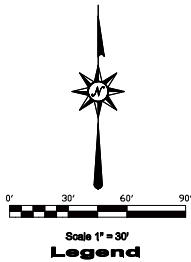
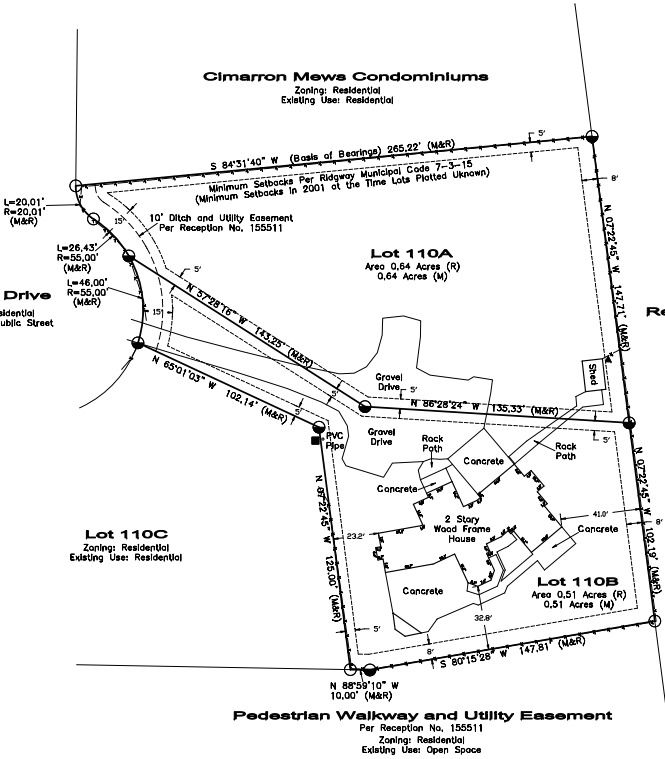
Lot 109D
Zoning: Residential
Existing User: Residential

Sabeta Drive
Zoning: Residential
Existing User: Public Street

Lot 110C
Zoning: Residential
Existing User: Residential

Cimarron Mews Condominiums
Zoning: Residential
Existing User: Residential

Regional Athletic Park
Zoning: General Commercial
Existing User: Public Park



- Legend**
- Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 24854
 - Water Meter Transformer
 - Telephone Pedestal
 - Fence
 - PVC Pipe
 - Cable Pedestal
 - Fiber Optic Pedestal
 - Electric Meter
 - Manhole
 - Fire Hydrant
 - Water Valve
 - Street Lamp
 - Gas Line Marker
 - Sign

SURVEYOR'S CERTIFICATE

I, Peter C. Sauer, hereby certify to Land Title Guarantee Company that I am a Professional Land Surveyor licensed under the laws of the State of Colorado; That this Improvement Survey Plat is true, correct and complete as laid out and shown hereon; That this Improvement Survey Plat was made by me from an accurate survey of the real property preformed by me or under my direct supervision in July 2021; That the location and Dimensions of all Buildings, Improvements, Easements, Rights of Way in evidence or known to me and Encroachments by or on the Real Property and matters referenced in said title commitment capable of being shown are accurately shown, and that this plat meets the requirements of an Improvement Survey Plat as set forth in C.R.S. 38-61-102(9)

Orion Surveying

7/6/21 DATED: _____

BY: _____
Peter C. Sauer, P.L.S., #38135

LEGAL DESCRIPTION

Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches Filing No. 2C, Town of Ridgway, According to the Plat Recorded May 15, 2001 at Reception No. 174778,

County of Ouray, State of Colorado.

NOTES

- Easement research and legal description from Land Title Guarantee Company Order Number OUB6007382, dated June 28, 2021 at 5:00 p.m.
- Beats of Bearings: The Northern most line of the Lot 110A is recorded as bearing South 84° 31' 40" West as shown hereon.
- Linear Units are US Survey Feet
- Address: 804 Sabeta Drive, Ridgway, CO 81432
- (M&R) is Measured and Record distances and bearings or areas.

NOTICE

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

OURAY SURVEYOR'S DEPOSIT:

Ouray County, State of Colorado, County Land Surveyor's Office


Date _____

Deposit No. _____



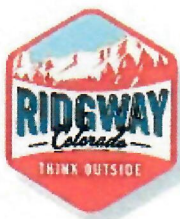
Vicinity Map

(Not to Scale)

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 7-6-21	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
		OFFICE (970) 249-5349 - CELL (970) 729-1289		
		23414 UNCOMPAGRE ROAD, MONTEROSE, COLORADO 81403		
		WWW.ORIONSURVEYING.COM		
DRAWING PATH: RSP 7-21		SHEET No. 1 OF 1		PROJECT: 21182

Enclosure 6

Planning Commission Hearing Request



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

General Information

Applicant Name Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017 Application Date 8/9/22

Mailing Address 604 Sabeta Drive, Ridgway, CO 81432

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Owner Name Same as applicant

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Address of Property for Hearing 604 Sabeta Drive, Ridgway, CO 81432

Zoning District According to Town Zoning Map December 2021:

Lot 110B (Solar Ranches Filing 2C) - Residential

Lot 110A (Solar Ranches Filing 2C) - General Commercial (Conditional ORD 01-04)

Brief Description of Requested Action

1. Request Plat Amendment of Lots 110A & 110B, both owned by Applicant. Amendment will move part of the line between lots and grant access easement for new 110A-1. Movement of property line will cause non-conforming existing shed (from previous owner) to conform.
2. Request Rezoning of Lot 110A to Residential.
3. Request Variances due to practical difficulties as Lots 110A & 110B are both non-conforming as platted at only 46.43' and 46' wide respectively currently. We are not asking to change the minimum width of either lot, only asking for variances to allow current situation to remain. We propose the access easement for Lot 110A-1 to address situation.

Action Requested and Required Fee Payable to the Town of Ridgway

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
<input type="checkbox"/> Conditional Use per 7-3-19	\$250.00	<input type="checkbox"/> Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
<input type="checkbox"/> Change in Nonconforming Use per 7-3-20	\$150.00	<input type="checkbox"/> Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Variances & Appeals per 7-3-21	\$250.00	<input type="checkbox"/> Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Rezoning per 7-3-22	\$250.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Other Reviews Pursuant to 7-3-23	\$250.00	<input type="checkbox"/> Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variance to Floodplain Reg. per 6-2	\$150.00	<input type="checkbox"/> Lot Split	\$450.00
<input type="checkbox"/> Master Sign Plan Pursuant to 7-3-117	\$150.00	<input type="checkbox"/> Replat	\$150.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Deviations from Residential Design	\$175.00	<input checked="" type="checkbox"/> Plat Amendment	\$250.00
Standards per 6-6		<input type="checkbox"/> Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
<input type="checkbox"/> Other	\$_____	<input type="checkbox"/> Statutory Vested Rights per 7-5	\$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.



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. (Reference 7-4-10)
- ☐ 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 regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.


Applicant Signature

8/8/22
Date


Owner Signature

8/8/22
Date



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

**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

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

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

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

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

Acknowledged this 8th day of August, 2022.

APPLICANT:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

PROPERTY OWNER:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

AGENDA ITEM #8

STAFF REPORT

Subject: Adoption of the Fiscal Year 2023 Budget and 2023 Property Tax Mill Levy

Initiated By: Pam Kraft, Town Clerk/Treasurer

Date: December 9, 2022

BACKGROUND:

Pursuant to the Town Charter notice of adoption of the 2023 Fiscal Year Budget was published and posted on October 13th and a public hearing scheduled for the December 14th Town Council meeting.

The Council was presented with the draft budget at the regular meeting of October 12th; discussed the draft document and five and ten year capital improvement plans at the budget retreat on October 29th; held a public hearing and discussed the documents at the regular meeting of November 9th; reviewed all documents at a workshop meeting held on November 17th; and at the December 14th regular meeting a public hearing will be held, and the Council will be asked to adopt the 2023 Budget and establish the 2023 Mill Levy.

ANALYSIS:

The Council is being presented with three resolutions to appropriate expenditures; adopt the budget; and adopt the property tax mill levy for certification to Ouray County.

The following actions must be taken:

- Adopt Resolution No. 22-09 of the Town of Ridgway, Adopting a Budget for the Calendar Year Beginning on the First Day of January 2023, and Ending on the Last Day of December 2023.
- Adopt Resolution No. 22-10 of the Town of Ridgway, Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2023 Budget Year.
- Adopt Resolution No. 22-11 of the Town of Ridgway, Adopting the Property Tax Levy for the Year 2023 for Certification to the Ouray County Commissioners.

A number of other documents affiliated with adoption of the 2023 Fiscal Year Budget will be presented later in the agenda. These are:

- Adoption of the Five Year Capital Improvement Plan
- Adoption of the Ten Year Capital Improvement Plan
- Adoption of the 2023 Strategic Plan.

LEGAL CONSIDERATIONS:

The Town Clerk/Treasurer must certify the mill levy to the County Commissioners by December 15th.

RECOMMENDED ACTIONS:

1. Move to adopt Resolution No. 22-09 of the Town of Ridgway, Adopting a Budget for the Calendar Year Beginning on the First Day of January 2023, and Ending on the Last Day of December 2023.
2. Motion to adopt Resolution No. 22-10 of the Town of Ridgway, Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2023 Budget Year.
3. Motion to adopt Resolution No. 22-11 of the Town of Ridgway, Adopting the Property Tax Levy for the Year 2023 for Certification to the Ouray County Commissioners.

ATTACHMENT 1. Resolution No. 22-09 and the 2023 Fiscal Year Budget

ATTACHMENT 2. Resolution No. 22-10

ATTACHMENT 3. Resolution No. 22-11

Resolution No. 22-09

**A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY
OF JANUARY, 2023 AND ENDING ON THE LAST DAY OF DECEMBER, 2023**

WHEREAS, the Town Council of the Town of Ridgway designated the Town Clerk/Treasurer to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the Treasurer has submitted a proposed budget to this governing body on October 12, 2022 for its consideration, along with numerous public meetings, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the Town Charter, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 14, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. That the Fiscal Year 2023 Budget as attached as Exhibit A hereto, is hereby approved and adopted.

APPROVED AND ADOPTED this 14th day of December, 2022.

John I. Clark
Mayor

ATTEST: _____
Pam Kraft, MMC
Town Clerk/Treasurer

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	2,160,552	2,595,827		3,011,811	3,565,700
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	303,090	348,534	322,177	348,534	346,695
4001GOO	Property Tax - Bond Repayment	21,261	0	0	0	0
401GOO	Penalties & Interest - Property Tax	982	500	127	500	500
402GOO	Delinquent Property Tax	109	100	0	0	100
403GOO	Sales Tax	1,658,351	1,325,000	923,116	1,690,000	1,325,000
404GOO	Sales Tax - Food for Home Consumption	114,897	110,000	52,942	101,665	105,000
405GOO	Sales Tax - Capital Improvement Fund	292,880	227,655	166,621	303,552	227,655
4051GOO	Sales Tax - Cap Impr-Food Home Consump	22,985	22,000	10,591	20,338	21,005
406GOO	Penalties & Interest - Sales&Lodging Tax	16,467	10,000	10,166	18,000	15,000
407GOO	Lodging Tax	141,234	95,000	63,850	135,000	100,000
408GOO	Specific Ownership Tax	37,964	35,000	21,193	35,000	35,000
409GOO	Utility Franchise Tax	49,271	55,000	37,531	51,000	52,000
410GOO	Excise Development Tax	24,000	49,500	0	3,000	28,500
	TOTAL	2,683,491	2,278,289	1,608,314	2,706,589	2,256,455
	INTERGOVERNMENTAL					
411GOO	Highway Users	56,415	58,340	29,721	58,017	59,104
412GOO	Motor Vehicle Fees	7,085	6,000	3,818	6,500	6,500
413GOO	Cigarette Tax	3,824	2,500	1,412	2,000	2,500
414GOO	Conservation Trust Fund (Lottery)	13,154	13,500	7,639	14,200	14,000
415GOO	Grants - general	206,606	180,768	169,015	190,235	762,400
416GOO	Road & Bridge Apportionment	26,277	30,216	0	30,216	30,058
417GOO	Mineral Lease & Severance Taxes	1,749	20,000	0	93,505	20,000
	TOTAL	315,110	311,324	211,605	394,673	894,562
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	117,503	75,000	110,642	170,000	75,000
421GOO	Liquor Licenses	4,650	2,300	3,488	6,175	3,500
422GOO	Sales Tax Licenses	19,090	24,000	6,925	22,000	22,000
430GOO	Marijuana Facility Licenses	16,500	12,000	500	12,500	12,000
423GOO	Planning/Zoning Applications	5,795	5,000	7,270	7,270	5,000
424GOO	Excavation/Encroachment Permits	6,424	6,000	1,750	3,000	7,500
425GOO	Refuse Collection Fees	170,099	162,000	87,880	164,000	165,000
427GOO	USPS Rental Fees	8,642	8,642	5,041	8,642	8,642
428GOO	Parks, Facility & Rights of Way User Fees	2,195	2,000	2,660	4,300	6,500
429GOO	Permits - other (signs, etc)	460	500	559	1,000	1,000
431GOO	Short Term Rental Licenses	8,050	10,000	3,100	15,400	9,500
432GOO	Parking In-Lieu Fees			9,000	15,000	0
	TOTAL	359,408	307,442	238,815	429,287	315,642
	FINES & FORFEITURES					
435GOO	Court Fines	6,440	7,500	3,508	7,500	7,500
	TOTAL	6,440	7,500	3,508	7,500	7,500
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	69,617	110,000	26,955	70,000	70,000
441GOO	Labor & Documents Reimbursement	345	3,000	135	150	1,000
442GOO	Bonds & Permits Reimbursement	8,603	9,800	4,160	6,200	9,000
443GOO	Mosquito Control Reimbursement	8,000	8,000	0	8,000	8,000
444GOO	Administrative Reimbursement	7,045	6,500	2,294	7,000	7,000
	TOTAL	93,610	137,300	33,544	91,350	95,000
	MISCELLANEOUS					
450GOO	Donations	25,000	0	0	2,500	2,500
451GOO	Sales - other (copies, equip sales, misc)	6,445	250	42	100	250
452GOO	Credits & Refunds - general	7,398	8,500	5,897	9,500	8,500
453GOO	Other - general (T/Clerk & Marshal fees)	5,535	2,500	559	1,075	1,200
454GOO	Special Events (festivals,concerts,movies)	25,127	25,000	65,715	67,708	79,000
459GOO	Donations - RCD & MainStreet	2,913	2,000	0	3,000	3,000
455GOO	Interest Income	893	500	5,411	26,000	8,500
456GOO	Investment Income/Desig Reserves	111	150	868	3,000	1,500
	TOTAL	73,422	38,900	78,492	112,883	104,450
	TOTAL GENERAL FUND REVENUES	3,531,481	3,080,755	2,174,278	3,742,282	3,673,609
	TOTAL AVAILABLE RESOURCES	5,692,033	5,676,582	2,174,278	6,754,093	7,239,309

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT # EXPENDITURES						
ADMINISTRATIVE SERVICES						
PERSONNEL						
500GOO	Administrative Wages	418,694	545,726	287,070	481,906	592,376
505GOO	Housing Stipend	6,000	6,000	4,000	4,500	
509GOO	Council Compensation	22,800	22,800	10,650	22,800	22,800
510GOO	Planning Commission Compensation	17,100	17,400	8,700	17,400	17,400
501GOO	Employer Tax Expense	34,973	45,282	23,394	39,941	48,392
502GOO	Health Insurance	65,543	106,176	43,711	72,652	107,424
503GOO	Retirement Fund	13,235	21,829	7,414	13,442	23,695
504GOO	Workers Compensation Insurance	913	3,000	0	1,492	1,500
PROFESSIONAL SERVICES						
511GOO	Town Attorney	48,554	55,000	29,556	55,000	60,000
512GOO	Auditing Services	6,250	6,250	0	7,000	7,000
514GOO	Consulting Services	4,771	5,000	5,580	6,808	6,340
556GOO	IT Services	8,866	7,366	4,673	8,100	18,497
513GOO	Planning Consulting	69,300	36,000	44,335	78,661	75,000
515GOO	County Treasurer Services	6,084	7,500	6,414	7,339	6,934
519GOO	Contractual Services	81,902	85,500	28,275	60,000	110,000
538GOO	Muni-Revs Services	12,311	12,285	8,427	15,450	17,500
516GOO	Refuse Collection Franchise	170,334	167,000	101,820	164,000	165,000
ADMINISTRATIVE EXPENSE						
520GOO	Insurance (Property & Casualty)	9,307	9,850	113	9,415	13,815
521GOO	Conferences, Workshops & Training	0	4,000	1,867	2,118	4,000
522GOO	Dues & Memberships	3,809	4,000	2,474	3,002	3,500
523GOO	Council/PComm - Conferences & Training	50	2,500	943	1,500	2,500
524GOO	Reimbursable Bonds & Permits	35,560	25,000	4,283	9,383	16,646
525GOO	Unemployment Tax (all)	3,249	3,500	1,846	2,513	2,664
526GOO	Life Insurance (all)	447	600	326	544	625
527GOO	Personnel - Recruitment/Testing	6,247	4,000	670	670	4,000
536GOO	Wellness Program	10,880	17,500	5,678	17,500	15,750
528GOO	Other - admin.	23,583	1,000	62	650	1,000
OFFICE EXPENSE						
540GOO	Printing & Publishing	439	1,250	190	400	1,000
541GOO	Office Supplies	2,620	5,000	3,751	7,500	7,500
542GOO	Utilities	1,377	1,800	944	1,750	2,000
543GOO	Telephone	1,823	2,000	1,031	1,771	2,000
544GOO	Elections	1,631	2,500	902	902	2,500
530GOO	Computer	1,586	1,680	1,216	3,250	2,900
545GOO	Janitorial Services	3,426	3,750	1,890	3,844	3,850
546GOO	Council/Commission - Materials/Equipment	381	1,000	735	735	1,000
547GOO	Records Management	792	500	80	250	500
548GOO	Office Equipment - Leases	3,260	3,200	1,608	2,857	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	0	0	500
550GOO	Filing Fees/Recording Costs	296	750	64	750	500
551GOO	Postage - general	653	1,400	507	1,200	1,500
552GOO	GIS Mapping - admin	1,144	2,000	184	250	1,000
553GOO	Meetings & Community Events	4,298	10,000	285	10,000	10,000
537GOO	Bank & Misc. Fees & Charges	2,182	2,500	1,057	2,500	2,500
COMMUNITY & ECONOMIC DEVELOPMENT						
529GOO	Tourism Promotion	102,123	66,500	38,048	94,500	70,000
531GOO	Community Outreach	244	1,000	60	120	4,000
532GOO	Creative/Main Street Program	6,960	15,000	8,444	15,000	31,500
533GOO	Economic Development	1,473	4,000	903	903	2,500
535GOO	Affordable Housing	0	35,000	10,000	22,114	75,000
781POO	Events and Festivals	67,030	80,000	68,683	91,243	130,000
557GOO	Grants - pass thru to other agencies	0	125,000	125,000	255,576	750,000
558GOO	Broadband Program	61,001	10,000	0	0	
559GOO	Regional Transportation Service					35,000

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	208	300	140	200	300
561GOO	Vehicle Maintenance & Repair	11	500	0	0	500
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	1,570	8,200	5,222	6,500	1,500
572GOO	Property Purchase					40,000
	DEBT SERVICE					
591GOO	RAMP Bond	118,828	120,647	12,824	120,647	117,712
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	3,000
5015GO1	Partners Program	1,000	1,000	0	1,000	1,000
5020GO1	Colorado West Land Trust	3,000	3,000	3,000	3,000	4,000
5025GO1	Voyager Program	7,000	7,000	7,000	7,000	9,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	8,000	8,000
5040GO1	Other Contributions	1,624	5,000	3,500	3,500	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	1,000
5055GO1	Center for Mental Health	1,000	1,000	0	0	
5060GO1	Second Chance Humane Society	6,500	7,250	0	7,250	8,000
5065GO1	Neighbor to Neighbor Program					1,000
5085GO1	Eco Action Partners	5,000	5,000	5,000	5,000	6,000
5075601	Region 10	1,229	1,328	1,328	1,328	1,394
5095GO1	Student Scholarship	1,000	1,000	1,000	1,000	1,500
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
5110GO1	Uncompahgre Watershed Partnership	3,000	3,000	3,000	3,000	3,000
5115GO1	George Gardner Scholarship Fund	1,000	1,000	1,000	1,000	1,000
5120GO1	Ouray County Soccer Club	3,000	3,000	0	3,000	2,000
5135GO1	Sherbino Theater	5,000	2,500	0	2,500	15,000
5136GO1	Ouray County Food Pantry	1,000	1,000	1,000	1,000	1,000
5137GO1	Weehawken Creative Arts	3,000	4,000	0	4,000	5,000
5138GO1	Friends of Colorado Avalanche Info Center	2,500	2,500	2,500	2,500	3,500
5139GO1	Ridgway Western Heritage Society					500
5140GO1	Ouray Mountain Rescue Team					10,000
	SUBTOTAL COUNCIL INITIATIVES	60,853	63,578	39,328	61,078	92,894
	ADMINISTRATIVE EXPEND. SUBTOTAL	1,526,971	1,791,619	955,377	1,809,626	2,737,714

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
ACCOUNT # EXPENDITURES			BUDGET			BUDGET
STREETS & MAINTENANCE						
PERSONNEL						
600GO2	Streets Wages	86,044	129,830	65,111	105,482	85,028
601GO2	Employer Tax Expense	6,553	9,932	4,981	8,069	6,505
602GO2	Health Insurance	21,305	26,544	15,795	26,608	20,142
603GO2	Retirement Fund	3,291	5,193	2,576	4,219	3,401
604GO2	Workers Compensation Insurance	1,794	3,500	29	2,360	2,000
ADMINISTRATIVE EXPENSE						
613GO2	Office - miscellaneous	281	750	185	300	500
621GO2	Workshops & Training	0	500	218	500	500
628GO2	Other - streets	963	500	0	105	500
614GO2	Consulting & Contractual Services	50,875	105,600	105	3,500	40,000
615GO2	IT Services	2,526	7,366	4,503	7,635	145
OPERATING EXPENSE						
631GO2	Maintenance & Repairs	145	3,000	26	1,000	3,000
632GO2	Supplies & Materials	1,869	3,000	2,170	3,000	3,000
635GO2	Gravel & Sand	9,661	15,000	523	10,000	25,000
636GO2	Dust Prevention (mag chloride)	30,800	35,000	32,880	32,880	35,000
637GO2	Paving & Maintenance	5,547	40,000	464	7,500	40,000
667GO2	Street Sweeping	1,275				
633GO2	Tools	229	500	176	500	500
638GO2	Street Lighting	6,457	8,000	3,973	7,835	8,000
639GO2	Street Signs	2,293	2,500	1,284	2,500	10,000
634GO2	Safety Equipment	321	800	432	750	1,000
682GO2	Tree Trimming - Rights-of-Ways	0	6,000	0	6,000	6,000
666GO2	Landscaping - Rights-of-Ways	14,044	23,000	14,705	23,000	28,000
663GO2	Storm Drainage	214	10,000	0	0	0
662GO2	Snow Removal Equipment & Services	13,413	12,000	15,924	15,924	22,000
SHOP EXPENSE						
642GO2	Utilities	2,282	3,000	1,590	2,550	3,000
643GO2	Telephone	1,262	1,500	784	1,177	1,500
630GO2	Computer	1,017	1,200	945	1,620	900
VEHICLE EXPENSE						
660GO2	Gas, Oil & Diesel	4,058	5,500	3,703	6,500	6,750
661GO2	Vehicle & Equip Maintenance & Repair	11,804	9,000	2,849	5,500	9,000
DEBT SERVICE						
CAPITAL OUTLAY						
670GO2	Vehicle Purchase	115,016				75,000
671GO2	Office Equipment Purchase			285	285	500
672GO2	Equipment Purchase		10,000	10,188	10,188	3,500
STREETS & MAINT. EXP. SUBTOTAL		395,339	478,715	186,404	297,487	440,371

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT # EXPENDITURES						
PARKS, FACILITIES & ENVIRONMENT						
PERSONNEL						
700POO	Parks Maintenance Wages	49,771	38,553	24,559	39,391	67,773
706POO	Parks Maintenance - Seasonal Wages	49,936	73,440	18,845	31,817	32,000
701POO	Employer Tax Expense	7,596	8,567	3,320	5,447	7,633
702POO	Health Insurance	14,878	13,272	8,544	13,272	20,142
703POO	Retirement Fund	1,839	1,542	538	1,132	2,711
704POO	Workers Compensation Insurance	2,138	3,200	1,940	1,940	3,200
ADMINISTRATIVE EXPENSE						
719POO	Contractual Services	31,933	4,000	0	0	48,000
720POO	Insurance (Property & Casualty)	7,000	9,802	9,302	9,302	12,815
721POO	Workshops & Training	0	500	0	0	500
728POO	Other - parks	13	250	0	105	750
FACILITIES						
732PO1	Supplies - community center/town hall	3,841	3,000	3,040	5,000	5,000
742PO1	Utilities - community center/town hall	1,377	1,500	944	1,529	1,750
779PO1	Janitorial Services - community center/town hall	3,426	3,500	1,890	3,845	3,850
731PO1	Maintenance & Repairs - comm. center/town hall	2,395	45,000	2,055	3,000	15,000
778PO1	Space to Create Community Room		61,500	40,598	40,598	136,500
782PO1	Visitor Center	7,215	7,215	0	0	0
783PO1	Broadband Carrier Neutral Station	1,577	1,592	1,158	1,750	1,800
OPERATING EXPENSE						
731POO	Maintenance & Repair	1,899	15,000	1,086	2,500	15,000
732POO	Supplies & Materials	23,145	24,000	11,247	22,000	30,200
733POO	Tools	0	1,000	0	750	1,000
734POO	Safety Equipment	500	1,000	605	1,215	1,000
741POO	Telephone	534	500	392	729	1,000
742POO	Utilities	7,103	7,500	3,798	7,263	7,500
729POO	IT Services	2,717	7,366	4,503	7,635	450
730POO	Computer	692	900	770	1,320	600
779POO	Janitorial Service - parks	10,277	12,000	5,670	11,530	12,000
765POO	River Corridor Maintenance&Gravel Removal	0	5,000	0	0	0
767POO	Urban Forest Management	0	20,000	7,920	20,000	20,000
768POO	Mosquito Control	11,108	12,000	12,171	12,171	12,500
769POO	Weed Control	0	1,000	0	745	1,500
VEHICLE EXPENSE						
760POO	Gas & Oil	3,505	4,000	2,316	4,500	5,000
761POO	Vehicle & Equipment Maint & Repair	1,279	3,500	514	1,200	4,000
CAPITAL OUTLAY						
772POO	Equipment Purchase		20,000	15,992	15,992	0
775POO	Park Improvements	5,008	50,000	15,858	35,466	45,000
PARKS & FACILITIES EXPEND. SUBTOTAL		252,702	461,199	199,575	303,144	516,174

GENERAL FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
ACCOUNT # EXPENDITURES			BUDGET			BUDGET
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	179,225	288,579	142,487	245,967	287,461
807GO3	Municipal Judge	1,656	1,656	426	1,656	1,656
808GO3	Municipal Court Clerk	4,140	4,140	2,415	4,140	4,140
805GO3	Housing Stipend	16,000				
801GO3	Employer Tax Expense	19,507	25,470	13,755	23,085	22,434
802GO3	Health Insurance	33,469	53,088	26,286	49,406	53,712
803GO3	Retirement Fund	7,570	10,841	6,238	10,377	11,498
804GO3	Workers Compensation Insurance	5,590	8,500	7,070	7,070	8,500
	OFFICE EXPENSE					
809GO3	Law Enforcement - Coverage	72,265	38,560	34,628	50,000	42,000
819GO3	Contractual Services	8,330	8,700	4,020	8,800	12,000
820GO3	IT Services	4,559	7,366	4,518	7,800	16,094
822GO3	Dues & Memberships	368	500	630	630	650
841GO3	Office Supplies	719	1,000	806	1,500	1,500
842GO3	Utilities	1,377	1,600	944	1,539	1,600
843GO3	Telephone	4,317	4,750	2,464	4,214	4,750
830GO3	Computer	2,792	3,000	1,980	4,150	3,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	0	100
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	11,912	29,250	14,548	16,500	15,000
821GO3	Conferences, Workshops & Training	3,756	4,000	2,592	4,000	3,000
883GO3	Uniforms	1,747	2,500	889	2,500	2,500
884GO3	Traffic & Investigations	2,256	2,500	358	1,200	2,500
886GO3	Testing & Examinations	0	1,000	0	0	1,000
828GO3	Other - law enforcement	203	1,000	115	115	1,000
885GO3	Dispatch Services	41,601	56,798	28,249	56,798	66,821
834GO3	Multi-Jurisdictional Program Participation	6,000	6,000	0	6,000	15,923
835GO3	Community Outreach Programs	824	500	576	1,576	1,000
	VEHICLE EXPENSE					
860GO3	Gas & Oil	11,068	15,000	6,911	15,000	16,500
862GO3	Radio/Radar Repair	898	2,000	630	630	2,000
861GO3	Vehicle Maintenance & Repair	1,965	4,200	1,028	3,000	4,000
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase		12,000	11,658	12,452	0
871GO3	Office Equipment Purchase		1,575	1,000	1,310	3,000
872GO3	Vehicle Leasing					7,000
	LAW ENFORCEMENT EXP. SUBTOTAL	444,114	596,173	317,221	541,415	612,339

GENERAL FUND						
		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
	TOTAL GENERAL FUND EXPENDITURES	2,619,126	3,327,706	1,658,577	2,951,672	4,306,598
	TRANSFER CAPITAL PROJECT - Heritage Park Improvements	61,096	20,000	150	150	70,000
	TRANSFER CAPITAL PROJECT - Lena Street Paving Reserves		225,000		236,571	
	TOTAL TRANS. TO CAPITAL PROJECTS	61,096	245,000	150	236,721	70,000
	Tabor Emergency Reserves (3% of expenditures)		99,831		0	129,198
	ENDING GENERAL FUND BALANCE	3,011,811	2,004,045		3,565,700	2,733,513
	Restricted for Capital Improvement Fund		0			0
	(per GASBY 54)					

WATER ENTERPRISE FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
BEGINNING FUND BALANCE		925,470	1,456,782		1,294,095	1,730,481
ACCOUNT#						
460WOO	Water Service Charges	691,329	740,000	406,979	700,000	700,000
461WOO	Penalty Fees on Water Charges	3,508	3,000	2,098	3,200	3,000
462WOO	Transfer fees - water	1,316	500	300	500	500
464WOO	Material/Labor Reimbursement - water	24,530	45,524	20,140	25,000	25,000
463WOO	Tap Fees - water	149,150	200,000	41,800	54,400	90,000
465WOO	Other - water	213	100	15	15	100
466WOO	Grants - water	0	230,576	130,576	264,425	100,000
456WOO	Investment Income/Desgn Reserves	373	350	4,388	16,190	8,000
TOTAL WATER FUND REVENUES		870,419	1,220,050	606,296	1,063,730	926,600
TOTAL AVAILABLE RESOURCES		1,795,889	2,676,832	606,296	2,357,825	2,657,081
EXPENDITURES						
PERSONNEL						
900WOO	Water Wages	89,292	110,210	66,660	109,048	115,558
901WOO	Employer Tax Expense	6,955	8,431	5,100	8,342	8,840
902WOO	Health Insurance	23,822	26,544	17,134	27,342	26,856
903WOO	Retirement Fund	3,636	4,408	2,666	4,362	4,622
904WOO	Workers Compensation Insurance	3,078	4,000	744	1,218	4,500
ADMINISTRATIVE EXPENSE						
920WOO	Insurance (Property & Casualty)	8,691	10,128	9,554	9,554	12,615
921WOO	Workshops & Training	759	1,500	531	531	1,500
919WOO	Wellness Program	1,274	1,400	1,079	1,400	1,750
914WOO	Consulting & Engineering Services	57,844	118,760	93,969	124,000	152,850
917WOO	IT Services	4,881	7,000	4,389	7,365	9,785
912WOO	Auditing Services	3,125	3,125	0	3,125	3,250
911WOO	Legal Services	1,129	2,500	148	500	2,500
918WOO	Permits - water	310	390	310	310	400
OFFICE EXPENSE						
913WOO	Office - misc	272	1,500	152	350	1,000
915WOO	Dues & Memberships	324	300	203	407	500
916WOO	Filing Fees/Recording Costs	7	150	7	7	150
942WOO	Utilities	16,166	18,000	18,658	23,642	25,000
943WOO	Telephone	2,083	2,500	1,187	2,031	2,500
930WOO	Computer	1,608	2,065	1,386	2,825	2,900
941WOO	Office Supplies	1,281	1,500	443	1,250	1,500
947WOO	Records Management	431	200	61	200	200
948WOO	Office Equipment - Leases	384	400	189	189	400
949WOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951WOO	Postage - water	2,033	2,250	1,239	2,500	2,500
952WOO	GIS Mapping - water	1,624	4,500	464	725	1,500
OPERATING EXPENSE						
931WOO	Maintenance & Repairs	11,287	507,500	29,345	110,000	510,000
932WOO	Supplies & Materials	24,247	40,000	16,404	35,000	90,000
933WOO	Tools	2,753	4,000	176	1,500	3,000
988WOO	Taps & Meters	67,396	75,000	31,120	47,380	150,000
989WOO	Plant Expenses - water	19,800	22,000	11,550	19,800	22,000
934WOO	Safety Equipment	447	500	522	750	1,000
990WOO	Testing - water	6,561	8,000	3,746	8,000	8,000
987WOO	Weed Control	0	1,000	0	745	1,500
928WOO	Other - water	8	250	0	500	500
VEHICLE EXPENSE						
960WOO	Gas & Oil	4,317	4,500	2,927	7,000	7,500
961WOO	Vehicle & Equipment Maint & Repair	4,077	5,000	840	11,000	7,000

WATER ENTERPRISE FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
	CAPITAL OUTLAY					
971WOO	Office Equipment Purchase	1,674	1,575	1,028	1,028	500
972WOO	Equipment Purchase	65,005				25,000
	DEBT SERVICE					
992WOO	Debt Service - DOLA	9,795				
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
998WOO	Debt Service - CWCB (2)	30,918	30,918	0	30,918	30,918
	TOTAL WATER FUND EXPENDITURES	501,794	1,054,754	335,181	627,344	1,262,844
	Reserved per financing agreement with CWCB		2,843			2,950
	ENDING WATER FUND BALANCE	1,294,095	1,619,235		1,730,481	1,391,287

SEWER ENTERPRISE FUND		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	950,906	1,150,160		1,134,402	1,220,300
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	321,161	322,250	191,475	327,500	328,000
461SOO	Penalty Fees on Sewer Charges	3,508	3,000	2,098	3,000	3,000
462SOO	Transfer Fees - sewer	1,256	500	240	500	500
464SOO	Material/Labor Reimbursement - sewer	30,863	30,000	560	560	2,500
463SOO	Tap Fees - sewer	118,650	200,000	38,040	43,640	90,000
465SOO	Other - sewer	0	100	15	15	100
466SOO	Grants - sewer	0	0	0	3,272	0
456SOO	Investment Income - Design Reserves	309	300	3,924	15,500	8,000
	TOTAL SEWER FUND REVENUES	475,747	556,150	236,352	393,987	432,100
	TOTAL AVAILABLE RESOURCES	1,426,653	1,706,310	236,352	1,528,389	1,652,400
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	53,255	60,710	37,228	67,102	105,375
901SOO	Employer Tax Expense	4,084	4,644	2,848	5,133	8,061
902SOO	Health Insurance	13,003	13,272	8,590	16,282	26,856
903SOO	Retirement Fund	2,135	2,428	1,489	2,423	4,215
904SOO	Workers Compensation Insurance	1,776	3,200	1,568	1,568	4,500
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	8,691	10,128	9,554	9,554	12,615
921SOO	Workshops & Training	264	1,500	216	216	1,500
914SOO	Consulting & Engineering Services	35,669	1,400	15,424	28,000	75,500
917SOO	IT Services	3,355	7,000	4,374	7,353	9,784
912SOO	Auditing Services	3,125	3,125	0	3,125	3,250
911SOO	Legal Services	296	1,000	0	0	1,000
919SOO	Wellness Program	1,274	1,400	759	1,400	2,100
	OFFICE EXPENSE					
913SOO	Office - misc	75	1,500	55	250	1,000
915SOO	Dues & Memberships	324	300	203	342	500
916SOO	Filing Fees/Recording Costs	7	100	7	7	150
941SOO	Office Supplies	1,281	1,500	350	1,250	1,500
942SOO	Utilities	44,522	50,000	26,451	47,513	50,000
943SOO	Telephone	1,509	1,600	846	1,455	2,200
930SOO	Computer	1,283	1,765	1,211	2,620	2,600
947SOO	Records Management	431	200	61	200	200
948SOO	Office Equipment - Leases	192	400	95	174	400
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	1,449	2,250	792	2,000	2,000
952SOO	GIS Mapping - sewer	1,144	4,500	184	250	1,500
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	10,202	110,000	27,305	60,000	60,000
932SOO	Supplies & Materials	7,163	10,000	2,914	7,000	10,000
933SOO	Tools	229	500	176	500	1,000
918SOO	Testing & Permits	6,180	15,000	3,609	10,000	15,000
928SOO	Other - sewer	12	250	109	600	500
934SOO	Safety Equipment	447	500	522	1,400	900
987SOO	Weed Control	0	1,000	0	745	1,500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	4,561	5,000	4,594	5,000	7,500
961SOO	Vehicle & Equipment Maint & Repairs	2,764	5,000	214	1,000	3,500
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	629		285	285	500
972SOO	Equipment Purchase	65,005				25,000
978SOO	Bio-Solid Removal				7,427	5,000
	DEBT SERVICE					
996SOO	Debt Service - DOLA	15,915	15,915	15,915	15,915	15,915
	TOTAL SEWER FUND EXPENDITURES	292,251	337,337	167,948	308,089	463,371

SEWER ENTERPRISE FUND						
	2021	2022	AS OF	ESTIMATED	2023	
	ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED	
		BUDGET			BUDGET	
Reserves for Wastewater Plant Improvements					100,000	
ENDING SEWER FUND BALANCE	1,134,402	1,368,973		1,220,300	1,089,029	

RIDGWAY GENERAL IMPROVEMENT DISTRICT # 1

	2021 ACTUAL	2022 ADOPTED BUDGET	AS OF AUG. 1, 2022	ESTIMATED YR. END 2022	2023 ADOPTED BUDGET
BEGINNING FUND BALANCE	30,991	30,696		30,696	30,561
REVENUES					
Operation & Maint. (Ballot #5A, 1996)					
Debt Increase (Ballot#5B, 1996)					
Interest	15	15		15	15
TOTAL GID #1 REVENUES	15	15		15	15
TOTAL AVAILABLE RESOURCES	31,006	30,711		30,711	30,576
EXPENDITURES					
OPERATING EXPENSE					
Construction & Paving					
Administration/Engineering/Legal	310	4,750		150	1,350
Maintenance					
CAPITAL OUTLAY					
Chipseal/Overlay Streets					
Highway Enhancement Projects # 3&4					
Culvert & Drainage Improvements		20,000			
TOTAL GID #1 EXPENDITURES	310	24,750		150	1,350
ENDING FUND BALANCE	30,696	5,961		30,561	29,226

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax		0		0	0
	Transfer from restricted Cap Imprv Acct		120,647		120,647	117,712
	TOTAL REVENUES	0	120,647	0	120,647	117,712
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt		120,647		120,647	117,712
	TOTAL EXPENDITURES		120,647	0	120,647	117,712

CAPITAL PROJECTS FUND - Space to Create

		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1700A	Boettcher Foundation Grant					
1700B	Dept of Local Affairs - Planning Grant					
1700C	Dept of Local Affairs - Prop Acq Grant					
1700D	Boettcher Foundation - PreDev Grant					
1700E	Dept of Local Affairs - PreDev Grant					
1700F	CO CreativeIndust's - PreDev Grant					
1700G	Misc Grants - Pre Development	75,000				
1700H	Property Taxes Received at Closing					
	Town Funding					
	TOTAL REVENUES	75,000				
	PROJECT EXPENDITURES					
CP1700	Property Option					
CP1701	Affordable Housing Study					
CP1702	Arts Market Study					
CP1703	Property Acquisition					
CP1704	Legal, Survey, Closing Fees					
CP1705	Property Taxes 1/1-10/3/2017					
CP1706	Pre-Development Phase					
CP1707	Groundbreaking Ceremony	5,419				
	TOTAL EXPENDITURES	5,419				

CAPITAL PROJECTS FUND - Athletic Park Pavilion		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1900A	Private Donations					
	Town Contribution					
	TOTAL REVENUES					
	PROJECT EXPENDITURES					
CP1900	Design					
CP1901	Construction	5,365				
CP1902	Bank Fees					
CP1903	Town Contributions					
	TOTAL EXPENDITURES	5,365	0	0	0	

CAPITAL PROJECTS FUND - Heritage Park Improvements

		2021	2022	AS OF	ESTIMATED	2023
		ACTUAL	ADOPTED	AUG. 1, 2022	YR. END 2022	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
REVENUES						
2000A	Main Street Mini-Grant	30,000				
2000B	AARP Grant					
2000C	COMS Grant					
	Town Contribution		20,000		150	70,000
	TOTAL REVENUES	30,000	20,000	0	150	70,000
PROJECT EXPENDITURES						
CP2000	Construction	86,616	20,000	150	150	20,000
CP2001	Construction Docs					50,000
	TOTAL EXPENDITURES	86,616	20,000	150	150	70,000

CAPITAL PROJECTS FUND - North Lena Street Paving						
		2021	CREATED	AS OF	ESTIMATED	2023
		ACTUAL	Mid Year	AUG. 1, 2022	YR. END 2022	BUDGET
			2022			
ACCOUNT#						
REVENUES						
2100A	Developer Contribution		574,452	574,452	574,452	
2100B	Grant - Colorado Dept of Transportation		150,000		150,000	
	Town Budgeted Contribution		425,000		236,571	
	TOTAL REVENUES		1,149,452	574,452	961,023	0
PROJECT EXPENDITURES						
CP2100	Construction			162,413	846,023	
CP2101	Project Management & Oversight				66,000	
CP2102	Design, Survey, Engineering			48,198	49,000	
	TOTAL EXPENDITURES		0	210,611	961,023	0

Resolution No. 22-10

A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE 2023 BUDGET YEAR

WHEREAS, the Town Council has adopted the annual budget in accordance with the Town Charter on December 14, 2022; and

WHEREAS, the Town Council has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, appropriating the revenues provided in the budget to and for the purposes described below, establish a limitation on expenditures for the operations of the Town of Ridgway pursuant to the Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. The following sums are hereby appropriated from the revenue of each fund for the purposes stated:

GENERAL FUND

Current Operating Expenses	\$ 4,188,886
Capital Projects	\$ 70,000
Debt Service	\$ 117,712
Total General Fund Expenditures	\$ 4,376,598

WATER FUND

Current Operating Expenses	\$ 1,209,426
Capital Projects	\$ 0
Debt Service	\$ 53,418
Total Water Fund Expenditures	\$ 1,262,844

SEWER FUND

Current Operating Expenses	\$ 447,456
Capital Projects	\$ 0
Debt Service	\$ 15,915
Total Sewer Fund Expenditures	\$ 463,371

CAPITAL PROJECTS

Grant Receipts for Project Expenditures	\$ 0
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APPROVED AND ADOPTED this 14th day of December, 2022

John I. Clark
Mayor

Attest: _____
Pam Kraft, MMC
Town Clerk/Treasurer

Resolution No. 22-11

**A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING THE PROPERTY TAX LEVY FOR THE YEAR 2023
FOR CERTIFICATION TO THE OURAY COUNTY COMMISSIONERS**

WHEREAS, the Town Council of the Town of Ridgway, has adopted the annual budget in accordance with its Charter on December 14, 2022; and

WHEREAS, such budget provides for property tax revenues for general operating purposes of \$346,695; and

WHEREAS, as such budget provides for property tax revenues necessary for debt service payment for the 2016 streetscape bond/note of \$0; and

WHEREAS, the valuation for assessment for the Town of Ridgway as certified by the County Assessor is \$40,075,720.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. That for the purpose of meeting general operating expenses of the Town of Ridgway during the 2023 budget year, a property tax mill levy of 8.651 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 2. That for the purpose of payment of the debt service on the streetscape bond/note a property tax levy of 0 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 3. The Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Ouray County, Colorado, the adopted mill levies for the Town of Ridgway as hereinabove determined and set, to be levied by said Commissioners as taxes against real and personal property within the Town, in accordance with law.

APPROVED AND ADOPTED this 14th day of December, 2022.

John I. Clark
Mayor

ATTEST: _____
Pam Kraft, MMC
Town Clerk/Treasurer

AGENDA ITEM #9



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 9, 2022
Agenda Topic: Adoption of the 2023 Five- and Ten-Year Capital Improvement Plans

ACTION BEFORE COUNCIL:

Council is asked to review and adopt the 2023 Five- and Ten-Year Capital Improvement Plans.

SUMMARY:

Please find attached the 2023 Five- and Ten-Year Capital Improvement Plans. Both plans are organized by fund and outline a schedule of public expenditures. The plans provide for large, physical improvements that are permanent in nature that are needed for the functioning of the community, including parks, infrastructure, utilities, and municipal facilities improvements.

RECOMMENDED MOTION:

Once Council has finalized its review and provided any modifications, the appropriate motion to be considered is: "I move to adopt the 2023 Five- and Ten-Year Capital Improvement Plans."

ATTACHMENT:

2023 Five- and Ten-Year Capital Improvement Plans

5 Year Capital Improvement Project
2023-2027 **General Fund**

Project	Estimated Cost	Budget Line Item
Dennis Weaver Memorial Park - Vault Restroom Facility	\$60,000	
Amelia Street Construction Project	\$4,000,000	
Acquisition and Managed Use of South Railroad Street Right-of-Way		
Master Plan Implementation & Subdivision Updates	\$30,000	
Expand Middle Mile Fiber Network Through Rest of Town	\$73,000	
Heritage Park - Split Rail Fence	\$20,000	CP2001
Heritage Park - Construction Doc's	\$50,000	CP2000
Town Hall Assessment & Design for Reconfiguring	\$40,000	
Furnishings & Audio/Visual for Space to Create Meeting Room	\$85,000	778PO1
Purchase of an Affordable Housing Unit		
Acquisition of Two Blocks of N. Laura Street for Right-of-Way		
Traffic Plan and Mitigation on N. Laura Street		
Micro Grid on Space to Create Building (off set by DOLA grant of \$10,000)	\$35,000	778PO1
Master Plan for Athletic Park	\$40,000	719POO
Replace Two Trucks in Parks Department	\$50,000	
Front End Loader (set aside funds for purchase in 2024)	\$75,000	670GO2
Purchase of Property in River Park Subdivision	\$40,000	572GOO
Contractual Consulting Services to Identify Grant Opportunities	\$25,000	519GOO
Note: a yellow line delineates an item included in the 2023 Fiscal Year Budget		

5 Year Capital Improvement Project
2023-2027 **Water Fund**

Project	Estimated Cost	Budget Line Item
Water Utility Augmentation (increase reliable water supply)	\$750,000	
Water Conservation Plan / Basin Protection Implementation	\$25,000	
Video Inspection of Transmission Lines	\$57,500	
Extend Water Mains Downtown (as needed)	\$135,000	
GAC Equipment (offset by \$100,000 & \$261,152 in grant funds)	\$400,000	931WOO
Second River Crossing of Lines	\$150,000	
Increase Storage East of the Uncompahgre River	\$750,000	
Water Collection System - Piping Ridgway Ditch & Headgate	\$1,500,000	
Water Meter at Water Treatment Plant	\$35,000	932WOO
Micro Hydro Construction	\$1,000,000	
Replace Two Modules	\$150,000	
Feasibility Study of Micro Hydro Construction & Piping Ridgway Ditch	\$40,000	
Meter Replacement 5 Year Plan (125,000 due to non-receipt of meters in 2022)	\$125,000	988WOO
Repair Flow Measuring Devices at Ridgway Ditch and Lake O	\$50,000	931WOO
Replace Public Works Fleet Vehicle	\$25,000	972WOO
Note: a yellow line delineates an item included in the 2023 Fiscal Year Budget		

5 Year Capital Improvement Project
2023-2027 Sewer Fund

Project	Estimated Cost	Budget Line Item
Preliminary Needs Assessment for Relocating Treatment Plant	\$35,200	914SOO
Design and Install Secondary Discharge Pipe	\$10,000	
Emergency Generator	\$80,000	
Fine Bubble Diffuser System or Replace Aeration	\$425,000	
Replace Public Works Fleet Vehicle	\$25,000	972SOO
Reserves for Wastewater Treatment Plant Improvements	\$100,000	
Sludge Removal	\$100,000	
Note: a yellow line delineates an item included in the 2023 Fiscal Year Budget		

10 Year Capital Improvement Project
2023-2033 **General Fund**

Project	Estimated Cost	Budget Line Item
Athletic Park - 3rd Soccer Field and Drainage	\$150,000	
Athletic Park - Groundwater Management	\$100,000	
Athletic Park - Tot Lot	\$25,000	
Athletic Park - Sand Volleyball Court	\$25,000	
Athletic Park - Pickle Ball Courts	\$450,000	
Heritage Park - Plan Implementation with Visitor's Center Improvements	\$1,000,000	
Heritage Park - ADA Restroom	\$130,000	
Gateway Signage	\$120,000	
Improve Drainage at Park-n-Ride Lot at Fairgrounds	\$70,000	
Green Street Park	\$2,000,000	
Chip Seal or Hard Surface Streets Throughout Town		
Stormwater Drainage Improvements		
Install Sidewalks Throughout Town		
Public Works Shop Vehicle Exhaust Ventilation	\$40,000	
Town Hall and Community Center Improvements (per Assessment Plan)	\$250,000	
Dog Park		
Uncompahgre RiverWay Trail - Regional Partnership to connect Montrose to Ouray		
Rollans Park - Restoration Project, In-Stream Improvements	\$400,000	
Public Parking Lot (North of Library)		
Scanning and Electronic File Management Plan	\$120,000	
Solar Tubes on Roof of Stage in Hartwell Park		
Pedestrian Crossing Over/Under Pass on Highway 550		
Anchor Site for Wi-Fi Connection to Water Plant		

10 Year Capital Improvement Project
2023-2033 **Water Fund**

Project	Estimated Cost	Budget Line Item
Third Filter Train for Water Treatment	\$500,000	
Water Storage Tank Painting (2029)	\$300,000	
Water Collection System - Piping Ridgway Ditch / Headgate	\$1,500,000	
Presedimentation Ponds Improvements and Piping	\$250,000	
Increase Capacity by the Lake Outfall (400' of 12" Line)	\$45,000	
Dallas Ditch Water into Cottonwood Creek		
Develop Hydraulic Model of Distribution System	\$50,000	
Replace John Deere Backhoe	\$95,000	
Feasibility Study of Expansion of Water Treatment Plant		
Expansion of Water Treatment Plant	\$1,000,000	

10 Year Capital Improvement Project
2023-2033 **Sewer Fund**

Project	Estimated Cost	Budget Line Item
Lift Station Equipment Replacement (2024-2029)	\$50,000	
Upgrade the Treatment System (when loading reaches 80% of approved design capacity - 0.194 MGD and 400 ppd of BOD)	\$100,000	
Mechanical Wastewater Treatment Plant	\$7,500,000	

AGENDA ITEM #10



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 9, 2022
Agenda Topic: **Adoption of the 2023 Strategic Plan**

ACTION BEFORE COUNCIL:

Council is asked to review, make changes if necessary, and adopt the 2023 Strategic Plan.

SUMMARY:

Please find attached the 2023 Strategic Plan. The Strategic Plan is an effective policy document and a primary tool in implementing the Master Plan, other adopted plans and special projects of the Council. Once adopted, the Strategic Plan informs the community of near and longer-term directive actions and investments planned by the Council, and it provides clear direction to Town staff for preparing the budget and developing work plans that detail the timing and approaches to complete the work. While it does not account for all Town Council direction, unforeseen needs or opportunities, other day-to-day or prioritized internal staff work, or other matters on Council agendas, it does set forth major undertakings through the planning horizon.

RECOMMENDED MOTION:

Once Council has finalized its review and provided any modifications, the appropriate motion to be considered is: "I move to adopt the 2023 Strategic Plan."

ATTACHMENT:

2023 Strategic Plan

TOWN OF RIDGWAY

2023 STRATEGIC PLAN

COMMUNITY VISION

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

COMMUNITY VALUES & GOALS

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

Community Value 1

Healthy Natural Environment

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

Goals:

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

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

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

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

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

	Healthy Natural Environment: 2023 Strategy	Responsible Party
1	Advance goals of the Town's Source Water Protection Plan including working with Ouray County on setbacks to the Town's water supplies in the unincorporated areas of Ouray County.	PW/Manager
2	Review Adequate Water Supply Rules in RMC 7-6 and update Town Code.	Manager/PW
3	Ensure the cost of water is understood and user fees are in line with costs.	Manager/Eng.
4	Make available educational materials on radon mitigation, and water and energy conservation, and periodically communicate this information via the Town website and other communication channels.	Building
5	Participate on the Sneffels Energy Board and work with the Board and EcoAction Partners to implement the objectives and supporting actions detailed in the <i>San Miguel & Ouray County Regional Climate Action Plan</i> in order to help our community continue to reduce our greenhouse gas emissions from our 2010 GHG emissions baseline.	Manager
6	Continue working with Ouray County Vegetation Management on implementation of the Town's Integrated Weed Management Plan and to manage weeds in Ridgway more aggressively. Continue following the policy set forth in Resolution No. 22-01, Amending the Policy Relative to Noxious Weed Management. The policy now allows for the application of chemical-based herbicides when deemed necessary by Town staff and Ouray County Vegetation Management personnel, as long as the application falls in line with the Chemical Application and Protocol Recommendations found in the Integrated Weed Management Plan.	Manager/PW
7	Support and promote the Sustainability Advisory Board as members work to, among many other things, advance and encourage environmentally sustainable practices and ideas within the Town. The Sustainability Advisory Board's priorities and work plan items for 2023 are as follows: <ul style="list-style-type: none"> Explore a mandate for all new construction (commercial and residential) to be all-electric ready and solar ready (ELECTRIC READY). Explore the requirements outlined in HB22-1362, monitor progress of the energy code board, and on or after July 1, 2023 recommend adoption of an energy code that achieves equivalent or better energy performance than the 2021 international energy conservation code and the model electric and solar ready code developed by the energy code board (ENERGY CODE UPGRADE). Enhance education on regional sustainability/climate action efforts by establishing a webpage to serve as a clearinghouse of regional programs and incentives that can benefit community members and help meet regional greenhouse gas emissions reduction targets (EDUCATION). 	Manager

8	Make available educational materials on the amended landscape regulations to encourage water conservation and require low water usage landscaping or xeriscaping.	Planner/Building
10	Perform state-mandated requirements for backflow prevention and cross-connection control outreach, reporting and tracking.	Manager/PW
11	Research and develop regulations or a policy specific to grease traps.	Manager/PW
12	Research and develop regulations or a policy specific to graywater residential use.	Manager
13	Install water meter at water tanks; test meters for accuracy; repair alarm dialer from the plant to on-call personnel.	PW
14	Repair and maintain wastewater lines; replace pond curtain; add aerator for lagoon.	PW
15	Develop a Preliminary Needs Assessment that makes recommendations for improvements to the current wastewater treatment system and identifies future needs.	Eng.
16	Remove gravel from Uncompahgre River in Rollans Park and continually improve the area.	PW
17	Evaluate results of <i>Uncompahgre River Corridor Ecological Assessment and Technical Report</i> and explore implementation of the recommended restoration opportunities and river management actions.	Manager/PW
18	To support operations and when needed, acquire roll-off bins for green waste and composting from local companies that manage organic waste.	PW
19	Ensure the Town's responsibilities, as described in <i>Resolution No. 21-09 Rights of Nature</i> , are met, and ensure good stewardship of the Uncompahgre River, its tributaries, and its watershed.	Manager
20	Work with SMPA to further explore the idea of a community solar array, or even a agrophotovoltaic system being constructed somewhere on public property, namely the remaining area of Green Street Park. Identify feasible locations and assist SMPA, as needed, in developing a formal proposal for the public to weigh in on and for the Town Council to consider.	Manager
21	Work with SMPA and Artspace to explore the idea of installing a solar/storage system, commonly referred to as a Microgrid, at Ridgway Space to Create.	Manager
22	Host annual Town Cleanup Day event and Adopt-A-Highway Cleanup events.	Manager/PW

Community Value 2

Sense of Community & Inclusivity

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

Goals:

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

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

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

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

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

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

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

	Sense of Community and Inclusivity: 2023 Strategy	Responsible Party
1	Continue the process of developing an interior design/furnishing plan for the Ridgway Space to Create community room and begin implementation. Develop a usage policy for the space, as well as an application process.	Manager/Community Initiatives
2	Complete the updates to Chapter 7 “Planning and Zoning” of the Ridgway Municipal Code in an effort to, among other things, clarify the application review and approval processes and incorporate new application types to improve the development review process. Updates to the Town’s subdivision regulations and Planned Unit Development regulations will meet Action COM-1b and Action GRO-1c identified in the Town of Ridgway Master Plan.	Manager/Planner
3	Work with developers through the Planned Unit Development process to secure deed restricted workforce housing.	Planner/Manager
4	Continue efforts on workforce housing, including evaluating and recommending mechanisms or strategies for a dedicated revenue source for affordable housing; hold a Town Council workshop solely dedicated to evaluating and considering strategies and funding mechanisms; continue regular communication with regional partners.	Manager
5	Organize and facilitate one regional law enforcement training opportunity.	Marshal
6	Complete training with the Ouray County Sheriff’s Office and City of Ouray Police Department to improve skills and foster good relations across the jurisdictional departments.	Marshal
7	Complete the transition of the Ouray County Victim Services Program from the Town of Ridgway to Ouray County and continue to support, grow and promote the Program/victim advocacy and victim’s rights.	Marshal
8	Develop a community outreach and education program, including outreach on leash laws and dog owner responsibilities, securing trash containers and being bear-aware, town-wide speed limits, snow removal, etc.	Marshal/Community Initiatives/PW
9	Promote the Athletic Park Pavilion as a Town facility and community amenity that is available for rent.	Manager/Clerk
10	Provide in-kind support to the Ridgway Community Garden by helping to improve the parking area with additional gravel and weed mitigation.	PW
11	Work with Ouray County Plaindealer staff to begin implementation of monthly newspaper advertisements to showcase what’s going on at the Town of Ridgway.	Manager

Community Value 3

Small Town Character & Identity

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

Goals:

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

CHR-2: Protect and preserve Ridgway’s historic assets.

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

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

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.

	Small Town Character and Identity: 2023 Strategy	Responsible Party
1	Expand community outreach and information sharing efforts.	Manager/Community Initiatives
2	Further implementation of the <i>Ridgway Visitor Center & Heritage Park Master Plan (Amended June 2022)</i> via the phased Implementation Plan that staff developed and presented to Town Council on September 14, 2022. Continue exploring grant funding opportunities to bring the improvements to fruition.	Community Initiatives/Manager
3	Partner with GOCO on a Youth Corps project.	PW
4	Lead <i>Ridgway Fuse, A Colorado Creative Main Street Program</i> in implementing priority Council initiatives and supporting the Ridgway Creative District and Ridgway Main Street programs. Continue efforts to Connect, Gather, Build, and Spotlight via the collectively agreed upon work plan.	Community Initiatives
5	Generate promotional pieces that communicate the Ridgway Creative District's and Main Street Program's value to the community, objectives, and invite potential partnerships and collaboration. Continue efforts to bolster and enhance the Ridgway Fuse website and its functionality.	Community Initiatives
6	Support and promote the Youth Advisory Council and provide its membership opportunities for input on Town projects, programs, and events.	Manager
7	Make efforts to educate and inspire residents and visitors about Ridgway's ranching heritage; provide information about ranching activities that periodically occur in and around Town, such as cattle drives.	Community Initiatives
8	Create and maintain succession plans for all Town staff and standard operating procedures.	All Departments
9	Identify a consultant to undertake a master planning process for the Athletic Park and to develop a master plan document for the Town to follow and implement.	Manager

Community Value 4

Vibrant & Balanced Economy

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

Goals:

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

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

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

	Vibrant and Balanced Economy: 2023 Strategy	Responsible Party
1	Continue participation in local and regional broadband initiatives, including connecting local government and anchor institution buildings.	Manager/Planner
2	Plan, organize, and manage Summer Concert Series and Love Your Valley event.	Clerk
3	Plan, organize, and manage Ridgway Independent Film Festival and other Ridgway Fuse events.	Community Initiatives
4	Continue the partnership with the regional Creative Districts and the Ridgway Area Chamber of Commerce to advance the Creative Corridors Initiative.	Community Initiatives
5	Partner with Colorado Creative Industries to further develop and grow the Ridgway Creative District, including consideration of feedback and recommendations from Ridgway Fuse; provide training and educational opportunities for members of Ridgway Fuse.	Community Initiatives
6	Identify and complete a priority Creative District project with the Colorado Creative Industries matching grant.	Community Initiatives
7	Partner with the Department of Local Affairs on the Main Street Program and implement priority recommendations from the Main Street Downtown Assessment focused on economic restructuring, design, organization, and promotions.	Community Initiatives
8	Oversee and manage downtown streetscape maintenance and landscaping; maintain and replace trees as needed; maintain landscaping at Heritage Park; maintain planter boxes and landscaping around Town Hall and Hartwell Park.	PW

Community Value 5

Well-Managed Growth

Based on projections in the Community Profile, Ridgway is expected to add between 150 and 700 new residents by 2050. In addition, growth in the surrounding region—which includes Ouray, Montrose, and San Miguel counties—will continue to have direct and indirect impacts on Ridgway's housing, transportation system, environment, and quality of life. Growth limitations in the City of Ouray and Ouray County will further amplify growth pressures on the Town of Ridgway. Uncertainty regarding the extent of and potential impacts of future growth are of critical concern to the community. However, Ridgway has the ability through its policies and regulations, intergovernmental agreements, and other tools to help inform where and how growth will occur in the future, the types of growth the community would like to see, and guide the character and form of future development.

Goals:

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

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

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

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

	Well-Managed Growth: 2023 Strategy	Responsible Party
1	Continue the process of updating the Town's zoning and subdivision regulations to allow for administrative approvals as appropriate.	Planner
2	Update Town regulations to address shared utility taps and shared water meters.	Planner/PW
3	Complete solicitation and selection processes for new engineering consultant to spearhead development/civil review.	
4	Participate in regional transportation initiatives including the Gunnison Valley Transportation Planning Region (GVTPR) and the Ouray County Transit Advisory Council, as appropriate.	Manager
5	Continue working with the City of Ouray, Ouray County, and All Points Transit to establish and begin the rollout of the Ouray County Workforce Transportation Project.	Manager
6	Assist Ouray County and their selected contractors to update the Ouray County Community Wildfire Protection Plan and develop a Multi-Jurisdictional Evacuation Plan.	Manager
7	Explore feasibility of a roundabout at Railroad St. and Hwy 62 and recommend inclusion on GVTPR 10 Year Plan.	Manager
8	Finalize GIS database for water and sewer infrastructure, including catalog of all mechanical/fleet equipment.	PW/Eng.
9	Develop and organize volunteer efforts, focused on procedural rules, expectations, purpose, etc. for Council appointed commissions, boards, committees and task forces.	Manager/Community Initiatives
10	Implement measures to address deficiencies and ensure Wastewater Treatment Plant consistently meets permit limitations and other terms and conditions of its permits.	Manager/PW/Eng.
11	Expand efforts on official record and electronic file organization.	Manager/Clerk
12	Implement Asset Management Plan for all departments	Clerk
13	Complete the updates to the Town's standard specifications for infrastructure that have not yet been completed.	Eng./PW
14	Address access to Ridgway Ditch and adjacent development, including building and septic setbacks, Ditch access, and land use opportunities with Ouray County to protect the Ditch.	Eng./Manager/PW
15	Explore grant funding opportunities that would provide for major improvements to the Ridgway Ditch in a way that would allow the Town to receive additional water and mitigate system loss (i.e., piping portions of the Ridgway Ditch). Repair and install additional flow measuring devices along Ridgway Ditch and at Lake O.	Manager
16	Investigate how to access potential funding opportunities for water-related projects (i.e., monitoring and improvements to the Town's water supply system) under the Infrastructure Investment and Jobs Act or through state funding options such as Colorado Water Plan grants or Gunnison Basin Roundtable grants.	Manager
17	Replace hydrants and valves, as needed, on water distribution system.	PW
18	Continue the phased water meter replacement program.	PW
19	Complete transition from chlorine dioxide treatment to Granular Activated Carbon filtration alternative at water treatment plant.	PW/Eng./Manager
20	Complete sewer line camera and root abatement work; remove contact chamber sludge.	PW
21	Employ methods to better manage traffic flow and safe speeds; further explore additional advisory signage, temporary pedestrian signage, and street devices to mitigate speeding vehicles on westbound and eastbound Hwy 62 and other areas of town.	Marshal/PW
22	Review Traffic Flow Plan and update, as needed.	Eng./Manager/PW
23	Partner with Browns Hill Engineering & Controls to utilize the VSaaS platform and a high-end, full-featured, cybersecurity-protected SCADA system for the water treatment plant.	Manager/PW
24	Explore retaining a consultant to assist with exploring available grant opportunities that would advance projects and initiatives that have been identified as near-term and long-term priorities, and to assist with administering awarded grants.	Manager/Clerk



AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 9, 2022
Agenda Topic: Review of Memorandum of Understanding between Ouray County and Town of Ridgway regarding 2023 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals

SUMMARY:

In the fall of 2021, the Town of Ridgway and Ouray County entered into a Memorandum of Understanding (MOU) regarding 2022 Operational funding requests, Road and Bridge apportionment from the County to the Town, and future goals. The executed MOU is appended to this memo as Attachment 1.

As specified in the MOU, the parties agreed to review the MOU in the later months of 2022 for revision and reconsideration for the 2023 budget year. Appended to this memo as Attachment 2 is a draft MOU for the 2023 budget year.

ATTACHMENT:

Attachment 1 – 2022 MOU

Attachment 2 – Draft 2023 MOU

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OURAY COUNTY and TOWN OF RIDGWAY**

**RE: 2022 Operational Funding Requests,
Road and Bridge Apportionment from County to Town, and
Future Goals**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 6th day of October, 2021, by and between the Town of Ridgway, State of Colorado; hereinafter referred to as "Town" and the County of Ouray, State of Colorado, hereinafter referred to as "County".

WHEREAS, the Town and the County agree that it is in the best interest of the constituency to work together on various efforts; and

WHEREAS, the Town and the County are authorized by C.R.S. 29-1-203 to enter into agreements to provide or share and cooperate on functions, services and facilities; and

WHEREAS, the Town and the County recognize that the tasks and objectives of this Memorandum of Understanding are aspirational in nature rather than binding contractual commitments; and

WHEREAS, the collaborative efforts listed in this MOU may not all be accomplished in 2022 and may be multi-year efforts for the Town and the County.

NOW THEREFORE, the Town and County agree to share and cooperate on the following matters, in consideration of the mutual budget request listed below:

1. OPERATIONAL FUNDING REQUESTS:

The Town is requesting funding from the County for the following:

Ridgway Mosquito Control: \$8,000.00 (cash payment)

The Town will provide the County a written report indicating the locations treated, dates, etc.

The County is requesting funding from the Town for the following:

Wireless Emergency Notification System (WENS)/Emergency Management Services and Emergency Public Telecommunications (Repeater/Antenna Mgt. and Repair): \$6,000 (cash payment)

2. ROAD AND BRIDGE APPORTIONMENT TO TOWN FROM COUNTY:

Road and Bridge Apportionment Payment: \$30,216.38

3. FUTURE GOALS:

Both parties agree to work together in good faith towards the following:

The Town desires:

- The ability to continue purchasing aggregate material from the County in future years if available.
- To work collaboratively with the County to pursue and implement the goals and action items identified for Town and County collaboration in the Town's 2019 Master Plan.

ATTACHMENT 1

The County desires:

- Support from the Town for future improvements to Ouray County's 37-acre property located adjacent to the Town of Ridgway. Such improvements include: water line upgrades to the existing water service line to improve water quality and water flow, the ability to connect to the Town's sewer system in the future for future facility improvements and construction of a satellite County facility.
- Continued limited use of the non-potable water for periodic watering of the grounds at the Ouray County Fairgrounds facility

2022 Collaborative Efforts:

- Support each entity's grant efforts
- Have Town/County meetings as needed
- Collaborate on regional environmental sustainability efforts, including participation on the Sneffels Energy Board
- Affordable Housing: Collaborate on workforce housing efforts and initiatives, including but not limited to establishing goals, partnerships, funding, and communications, and consider incorporating workforce housing into future public buildings and facilities
- Affordable Housing: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund
- Work together on strategies and planning regarding water resources for all county stakeholders
- Work together on regional and intra-county broadband efforts
- Support the utilization of Emergency notification system as needed
- Work collaboratively with Multi-Agency Coordination Group on emergency management
- Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.
- Collaborate on Dispatch Services for the benefit of the entire County
- Collaboration on Victim's Assistance Grant and Victim Advocates for Ouray County
- Work together on Regional Transportation and Transit including Park-n-Ride(s) improvements and collaboration on planning, funding and development of the Uncompahgre RiverWay Trail from Ouray to Montrose
- Cooperate on vegetation and pest management
- Explore opportunities for mental health support and outreach
- Maintain IGA with the County to continue to protect surrounding rural lands
- Work together on wildfire mitigation efforts
- Work together to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed, and including establishing development setbacks to the Ridgway Ditch
- Collaborate on outreach and communications with property owners who have properties encumbered by the Ridgway Ditch and that are located within the Town's Source Water Protection Area
- Continue to combat/mitigate the effects of COVID-19 and future public health issues including collaboration on an updated Economic Resiliency Plan, if desired
- Work collaboratively on severance tax/mining industry issue to encourage housing within Ouray County and its municipalities
- Work collaboratively towards optimizing revenues from mining production.
- Work collaboratively to share Short Term Rental / Enforcement information and ADU information

Future Collaborative Efforts:

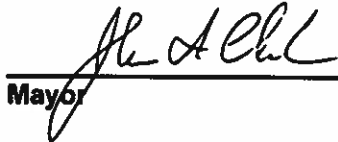
- Work together on childcare needs within Ouray County
- Work together on county-wide economic development and COVID-19 disaster recovery efforts as well as future, potential public health crises
- Work with FEMA to maintain up-to-date maps of the 100-year floodplain and floodway along all waterways flowing through Ridgway
- Multi-modal access through Ridgway USA to County Property
- Work together on improving, hard-surfacing and financing Amelia Street from the north town boundary to the south/west town boundary at County Road 5
- Consider collaboration on a Mosquito Control District
- Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas
- Work with Land Trust organizations and other partners to identify opportunities for land preservation
- Work together on potential county-wide recreational master planning process

4. **TERM:**

This Memorandum of Understanding provides for agreement to cooperate and collaborate, as provided herein, for calendar year 2022. The parties agree to review this Memorandum of Understanding in September of 2022 for revision and reconsideration for the 2023 budget year. Both the Town and the County understand and agree that budget requests may or may not be funded and are subject to availability of funds, which availability may be altered by unanticipated events at any time. The Town and the County each agree to work cooperatively on the items specified in good faith, but failure to successfully complete any project will not be grounds for litigation.

EXECUTED on this 6th day of October, 2021.

**TOWN OF RIDGWAY
RIDGWAY, COLORADO**



Mayor

ATTEST:



Pam Kraft, Town Clerk

**BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO**

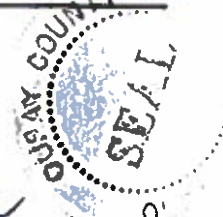


Chair

ATTEST:



County Clerk and Recorder
By: Deputy Clerk of the Board



ATTACHMENT 1

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ATTACHMENT 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
OURAY COUNTY and TOWN OF RIDGWAY

**RE: 2023 Operational Funding Requests,
Road and Bridge Apportionment from County to Town, and
Future Goals**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2022.

, by and between the Town of Ridgway, State of Colorado; hereinafter referred to as "Town" and the County of Ouray, State of Colorado, hereinafter referred to as "County".

WHEREAS, the Town and the County agree that it is in the best interest of the constituency to work together on various efforts; and

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WHEREAS, the Town and the County recognize that the tasks and objectives of this Memorandum of Understanding are aspirational in nature rather than binding contractual commitments; and

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The Town is requesting funding from the County for the following:

Ridgway Mosquito Control: \$8,000.00 (cash payment)

The Town will provide the County a written report indicating the locations treated, dates, etc.

The County is requesting funding from the Town for the following:

Wireless Emergency Notification System (WENS)/Emergency Management Services and Emergency Public Telecommunications (Repeater/Antenna Mgt. and Repair): \$6,000 (cash payment)

Participation in the development of a County-wide Evacuation Plan: \$8,300 (cash payment)
[Total cost is approximately \$25,000 split three ways (City/Town/ County)]

2. ROAD AND BRIDGE APPORTIONMENT TO TOWN FROM COUNTY:

Road and Bridge Apportionment Payment: \$30,057.56

3. FUTURE GOALS:

Both parties agree to work together in good faith towards the following:

The Town desires:

- The ability to continue purchasing aggregate material from the County in future years if available.
- To work collaboratively with the County to pursue and implement the goals and action items identified for Town and County collaboration in the Town's 2019 Master Plan.

ATTACHMENT 2

The County desires:

- Support from the Town for future improvements to Ouray County's 37-acre property located adjacent to the Town of Ridgway. Such improvements include: water line upgrades to the existing water service line to improve water quality and water flow, the ability to connect to the Town's sewer system in the future for future facility improvements and construction of a satellite County facility.
- Continued limited use of the non-potable water for periodic watering of the grounds at the Ouray County Fairgrounds facility
- Support and input from the Town concerning the County's Master Planning process

2023 Collaborative Efforts:

- Support each entity's grant efforts
- Have Town/County meetings as needed
- Collaborate on regional environmental sustainability efforts, including participation on the Sneffels Energy Board
- Affordable Housing: Collaborate on workforce housing efforts and initiatives, including but not limited to establishing goals, partnerships, funding, and communications, and consider incorporating workforce housing into future public buildings and facilities
- Affordable Housing: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund
- Work together on strategies and planning regarding water resources for all county stakeholders
- Work together on regional and intra-county broadband efforts
- Support the utilization of Emergency notification system as needed
- Work collaboratively with Multi-Agency Coordination Group on emergency management
- Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.
- Collaborate on Dispatch Services for the benefit of the entire County
- Collaborate to advance the efforts of the Ouray County Victim Services Program.
- Work together on regional transportation including Park-n-Ride(s) improvements, collaboration on planning, funding and development of the Uncompahgre RiverWay Trail from Ouray to Montrose, and implementation of the Ouray County Workforce Transportation Project.
- Cooperate on vegetation and pest management
- Explore opportunities for mental health support and outreach
- Maintain IGA with the County to continue to protect surrounding rural lands
- Work together on wildfire mitigation efforts
- Work together to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed, and including establishing development setbacks to the Ridgway Ditch
- Collaborate on outreach and communications with property owners who have properties encumbered by the Ridgway Ditch and that are located within the Town's Source Water Protection Area
- Continue to combat/mitigate the effects of COVID-19 and future public health issues including collaboration on an updated Economic Resiliency Plan, if desired
- Work collaboratively on severance tax/mining industry issue to encourage housing within Ouray County and its municipalities
- Work collaboratively towards optimizing revenues from mining production
- Work collaboratively to share Short Term Rental / Enforcement information

ATTACHMENT 2

Future Collaborative Efforts:

- Work together on childcare needs within Ouray County
- Work together on county-wide economic development and COVID-19 disaster recovery efforts as well as future, potential public health crises
- Work with FEMA to maintain up-to-date maps of the 100-year floodplain and floodway along all waterways flowing through Ridgway
- Multi-modal access through Ridgway USA to County Property
- Work together on improving, hard-surfacing and financing Amelia Street from the north town boundary to the south/west town boundary at County Road 5
- Consider collaboration on a Mosquito Control District
- Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas
- Work with Land Trust organizations and other partners to identify opportunities for land preservation
- Work together on potential county-wide recreational master planning process

4. **TERM:**

This Memorandum of Understanding provides for agreement to cooperate and collaborate, as provided herein, for calendar year 2023. The parties agree to review this Memorandum of Understanding in September of 2023 for revision and reconsideration for the 2024 budget year. Both the Town and the County understand and agree that budget requests may or may not be funded and are subject to availability of funds, which availability may be altered by unanticipated events at any time. The Town and the County each agree to work cooperatively on the items specified in good faith, but failure to successfully complete any project will not be grounds for litigation. There is no waiver of governmental immunity by either party.

EXECUTED on this _____ day of _____, 2022.

**TOWN OF RIDGWAY
RIDGWAY, COLORADO**

**BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO**

John Clark, Mayor

Jake Niece, Vice-Chair

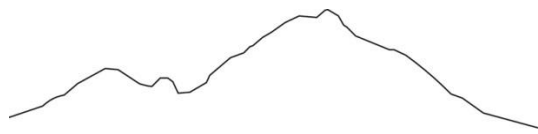
ATTEST:

ATTEST:

Pam Kraft, Town Clerk

County Clerk and Recorder
By: Deputy Clerk of the Board

AGENDA ITEM #12



DEVOR & PLUMHOFF, LLC
Attorneys and Counselors at Law

Bo James Nerlin, Esq.
bo@coloradowestlaw.com

To: Mr. Preston Neill, Town Manager, Town of Ridgway
From: Bo James Nerlin
Re: Ridgway USA – Development – Amended and Restated Declaration of Covenants
Date: December 9, 2022

Enclosed in the packet is a proposed draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ridgway U.S.A. Development (the “Amended Covenants”). These Covenants are somewhat unique as they ask for approval from the Town of Ridgway in order for an amendment to be adopted. As attorney for the Town, I have reviewed the Amended Covenants to confirm that they do not contain any provisions in violation of the Town’s Municipal Code.

The Town is not responsible or required to enforce restrictive covenants. Having reviewed the Amended Covenants to confirm that they conform with the Town Code, I would recommend that the Council accept and approve the enclosed draft, with a recommendation that any future revisions do not require Town approval.

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIDGWAY U.S.A. DEVELOPMENT**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIDGWAY U.S.A. DEVELOPMENT (the “**Amended/Restated Declaration**”) is made, effective as of this ____ day of _____, 2022 (the “**Effective Date**”), by and among (i) the owners (collectively, the “**Owners**” and each, individually, an “**Owner**”) of the 30 total lots (the “**Lots**”) constituting the Ridgway U.S.A. Development, a Colorado Common Interest Community formed and existing in the Town of Ridgway Colorado (the “**Town**”), all located in Ouray County, Colorado and more particularly, and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Community**”); as well as (ii) the and RIDGWAY U.S.A. ASSOCIATION, INC., a Colorado nonprofit corporation, the owners’ association created for purposes of administering the Owners’ rights in and to the Community (the “**Association**”) and governed by, the Colorado Common Interest Ownership Act, Colorado Revised Statutes (“**C.R.S.**”) Sections 38-33.3-101 *et seq.*, as amended from time-to-time (“**CCIOA**”) and Nonprofit Act (defined below). The Owners and Association hereinafter shall be referenced individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. This Amended/Restated Declaration is made for and in connection with the Community, which has been developed as a planned unit business/professional/commercial development and includes (i) the Ridgway Land Company Subdivision Plat recorded in the official records of the Ouray County Clerk and Recorder (the “**Official Records**”) on October 9, 1990 at Reception No. 147701 (the “**Initial Plat**”); (ii) the Replat of the Eastside Subdivision recorded in the Official Records on October 9, 1990 at Reception No. 147703 (the “**Eastside Replat**”); and (iii) the Northridge Subdivision, a Replat of Lot 2, Ridgway Land Company Subdivision creating the “*Northridge Subdivision*” recorded in in the Official Records on May 25, 2006 at Reception No. 191625 (the “**Northridge Replat**”). The Initial Plat, the Eastside Replat and the Northridge Replat together constitute the “**Community Plats**”. This Amended/Restated Declaration also is subject to those certain covenants, conditions, and restrictions set forth in the original Declaration of Covenants Conditions and Restrictions recorded in the Official Records on July 24, 1990 at Reception No. 147105 (the “**Original Declaration**”).

B. The Original Declaration and Community Plats bind and both benefit and burden the Community, as well as all Owners, purchasers and lenders of all Lots and their respective successors, heirs, and assigns.

C. This Amended/Restated Declaration is entered into to (i) ensure proper development and use of the Community; (ii) protect the investment of the Owner(s) of each Lot against such improper development and use of surrounding Lots as will depreciate the value of any Owner’s Lot; (iii) prevent the erection of structures built of improper design or materials; (iv)

encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements; (v) secure and maintain proper setbacks from streets and adequate free spaces between structures; and (vi) in general, provide adequately for a high type quality of improvements within the Community and on the Lots, all in accordance with a general master plan and Town approvals.

D. Mutuality of Benefits and Obligations. The terms, conditions, covenants restrictions, uses, reservations, limitations and/or obligations set forth in this Amended/Restated Declaration mutually and reciprocally benefit each and every Lot. They further are intended to create mutual, reciprocal equitable servitudes upon each Lot and the Community in favor of each and all Owners and, thereby, to create a contractual privity and estate by and among the Owners operating as covenants running with the land perpetually benefiting and burdening of each and all of the Owners, the Lots and/or the Association Real Property.

E. Use of Lots and Improvements. As of the Effective Date, the Lots are all zoned as “*General Commercial*” properties within the Town and, as a result, no uses or activities shall be allowed on any Lot, except as permitted under applicable Town zoning codes and/or ordinances. Specifically, no business or activity shall be permitted upon any Lot which purveys, portrays, displays or permits nudity, simulated or live sexual acts in any area of the Lot or improvements thereon into which the general public is invited or admitted, except that a family movie theater may show any movie that is rated by the rating agency for the general movie industry in the United States of America. No movie theaters shall be permitted that show films portraying nudity or sex acts as the primary theme, as determined in the sole and absolute discretion of the Board. This covenant is not intended to prohibit any lawful activity between persons within the confines of a hotel or motel room rented for temporary lodging for one or more nights; provided, however, that no hotel or motel on a Lot shall rent rooms for any period of less than one night.

ARTICLE 1 DEFINITIONS

The following words, when used in this Amended/Restated Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 “**Annual Expenses**” annual common expense assessments duly levied by the Board.

1.2 “**Approved Landscaping Plan**” shall mean the landscape plan to be submitted to and approved in writing by the Town, prior to development of any Lot, and according to which all Lots are to be landscaped or left undeveloped.

1.3 “**Articles**” shall mean the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State and amended from time-to-time.

1.4 “**Assessments**” shall mean all Annual Assessments, Special Assessments and all charges, fees, penalties, interest, fines and/or costs of any kind duly levied by the Association against Lots and/or from time-to-time pursuant to the Governing Documents and applicable law.

1.5 “**Association**” shall mean and refer to the “*Ridgway U.S.A. Association, Inc., a Colorado Non-Profit Corporation*,” as this is created and operated pursuant to this Amended/Restated Declaration, and pursuant to its Articles and Bylaws, both as amended and in effect from time-to-time.

1.6 “**Association Personal Property**” shall mean all personal property, including headgates, diversion structures, flumes, pumps, pump houses, pipes, casings, equipment and fixtures associated with the Association Water Rights that the Association owns for the common use and enjoyment of the Owners, as members of the Association, or any portion thereof, as generally identified on Exhibit “B” attached hereto.

1.7 “**Association Real Property**” shall mean all real property, including (i) all Association Water Rights, or any portion thereof, within or in the vicinity of the Community in which the Association owns fee title or other real property rights; (ii) all Common Easement Rights; and (iii) all other easement or related ownership or usage interest for the common use, development and enjoyment of the Owners, as Members of the Association, all as generally identified on Exhibit “C” attached hereto.

1.8 “**Association Representatives**” shall mean all duly authorized and/or duly appointed representatives, agents and employees of the Association, including any Directors and/or Officers.

1.9 “**Association Water Rights**” shall mean all water, water rights, ditches, ditch rights, reservoir and storage rights, wells and well rights, springs and spring rights, and augmentation plans, if any, owned by the Association located on or appurtenant to the Community, whether or not listed on Exhibit “C” attached hereto.

1.10 “**Authorized Party**” shall mean all Owners, together with their successors, assigns, tenants, customers, licensees, invitees and tenants with rights of use or ownership of any Lots.

1.11 “**Board**” shall mean and refer to the Board of Directors of the Association, as well as its constituent Directors, all in accordance with the Articles and Bylaws, duly adopted from time-to-time.

1.12 “**Books and Records**” shall mean current copies of the Governing Documents and the books, minutes, notices and other records and/or financial statements, reports or documents for the Association.

1.13 “**Bylaws**” shall mean the By-Laws of the Association, as duly adopted by the Association and amended from time-to-time.

1.14 “**Common Easement Rights**” shall mean any non-exclusive perpetual easement and/or other rights in and to the Association Real Property, and that shall be deemed appurtenant and shall pass with title to every Lot.

1.15 **“Common Elements”** shall mean and refer to (i) Association Personal Property; and (ii) Association Real Property.

1.16 **“Common Maintenance Easement”** is defined in Section 2.2 below.

1.17 **“Continuing Lien”** is defined in Section 4.5 (e) below.

1.18 **“Designated Lot Member”** shall apply only if title to any Lot is held or vested in (i) an entity; or (ii) more than one person or entity, in which case such person or entity that person who is designated to the Board, in a certified writing as the person empowered to exercise the Lot’s voting rights. Failure by any Lot in this situation to so identify a Designated Lot Member shall result in the Lot forfeiting its vote on all matters coming before the Owners during the duration of such failed identification.

1.19 **“Directors”** shall mean the Association’s directors duly elected by the Members, or otherwise duly appointed by the Board, to serve as members of the Board.

1.20 **“Governing Documents”** shall mean this Amended/Restated Declaration, the Community Plats, the Articles, the Bylaws and any Rules and Regulations (if any), all as in effect and/or as amended from time-to-time and pursuant to CCIOA.

1.21 **“Members”** shall mean Owners in the Association, all of whom also must be Owners.

1.22 **“Nonprofit Act”** shall mean the Colorado Nonprofit Corporation Act.

1.23 **“Officers”** shall mean Association’s officers duly appointed by the Board.

1.24 **“Permitted Parking Spaces”** is defined in Section 3.3 below.

1.25 **“Proposal for Correction”** is defined in Section 5.4 below.

1.26 **“Rules and Regulations”** shall mean the Rules and Regulations of the Association, as adopted by the Association and amended from time-to-time.

1.27 **“Special Assessments”** shall mean special common expense assessment duly levied by the Board.

1.28 **“Town Approved Drainage Plan”** is defined in Section 3.5 below.

1.29 **“Utility Easements”** shall mean installation, maintenance, repair, service, and replacement of all utilities serving the Community including, but not limited to, sewer, water, power, gas, cable TV, broadband, telephone, and utility pipes, lines, mains, conduits, waters, poles, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any such utilities, which easement rights also shall be for the benefit of any

governmental agency or utility company or other entity that requires access for the purpose of furnishing one or more of the foregoing services

ARTICLE 2

PROPERTY RIGHTS AND EASEMENTS

2.1 Subject to the limitations hereinafter provided, all Authorized Parties and their employees, customers, and invitees shall have Common Easement Rights, which hereby are granted for ingress and egress by vehicular and pedestrian traffic, as well as vehicle parking, in, upon, through, over, and across the Common Elements. The Common Easement Rights shall cover and apply to all Association Real Property including, without limitation: (i) driveways and access ways; (ii) sidewalks and walkways; (iii) exits and entrances; and (iv) such other portions of the Common Elements as from time-to-time may be developed, altered, or modified. The Association may promulgate Rules and Regulations for the use and enjoyment of the Common Elements and suspend the voting rights of any Owner for any period during which an Assessment remains unpaid or for any period during which any infraction of the Rules and Regulations continues. No suspension of Common Easement Rights by any Owner at any time that Owner's non-payment of Assessments shall constitute a waiver or discharge of the Owner's obligations to pay Assessments.

2.2 The Association and any appropriate utility shall have the following perpetual, non-exclusive easements with respect to the Property (collectively, the "**Common Maintenance Easements**").

(a) For the maintenance of any Common Elements that presently or hereafter may encroach upon a Lot.

(b) The right of access to each Lot to (i) inspect same for the purpose of verifying conformance with the Governing Documents; (ii) remedy any violations set forth in the Governing Documents; and (iii) perform any operations required in connection with the maintenance, repairs, or replacements of or to the Common Elements, including Association Real Property and Association Personal Property; provided that requests for entry are made in advance and that any such entry is undertaken at a time reasonably convenient to any impacted Owner(s). In case of an emergency, such right of entry shall be immediate whether any Owner is present at the time or not.

(c) Blanket access in, upon, over, under, across, and through the Common Elements for surface water runoff and drainage, grading, and/or any improvements located within the Community.

(d) Blanket access in, upon, over, across and through the Common Elements for the purpose of the Utility Easements.

2.3 With respect to any Utility Easements, the Association shall have the right, but not the obligation, to take any and all actions against the grantees of such easements needed to ensure that the storm drains, utility lines, transformers, fiber optics, broadband and/or meters subject to the Utility Easements shall be maintained in a safe condition. No grantee of a Utility Easement

shall in any way interfere, obstruct, or delay, the use, construction, reconstruction, operation, maintenance, or repair of any storm drains, utility lines, transformers, and meters relating to either: (i) any business of any Owners, or public access to and from any Lots or improvements thereon; (ii) the receiving of merchandise by any Owners; or (iii) any general or other traffic circulation within the Community.

2.4 Subject to roadways, driveways, and existing easements of record, the Association Real Property shall be used only for Association-related parking uses, park landscaping, entry features, directional graphic signage, irrigation, drainage, landscape medians, security, safety, bicycle/pedestrian paths, roads, driveway, project lighting, water retention, distribution and collection facilities, recreational purposes, as well any other use, as shall be determined by the Board from time-to-time.

2.5 No permanent walls, fences or barriers of any kind shall be constructed or maintained on or in connection with any Association Real Property, or any portions thereof, which shall prevent or impair the use or exercise of any of the easements granted herein; the foregoing notwithstanding, this shall not prevent the installation of curbs and landscaping, or any reasonable traffic controls that should be approved by the Town, may be implemented so long as access driveways to the parking areas located on Lots are not closed or blocked. Customers and invitees shall not be permitted to park on the Common Elements, except while shopping or transacting business within the Community. No employees of any Lot Owners or businesses within the Community, or any other persons, shall be permitted to park on the Common Elements, at any time or for any purposes.

ARTICLE 3 REGULATION OF IMPROVEMENTS ON LOTS

3.1 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Lot except as strict conformance with all Town requirements, building codes and/or other applicable rules, regulations and laws.

3.2 Setbacks. Except as approved in writing by the Town (but only if required under pertinent Town regulations) and with the mutual written consent of all adjoining Lot Owners, no building or structure shall at any time be erected on any Lot within (i) 20-feet from the Lot boundary line with any adjoining street rights-of-way; (ii) 12 feet from the side boundary line of any Lot; or (iii) eight feet from the rear boundary line of any Lot.

3.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than the paved or hard surface parking (i.e., asphalt, concrete, or equal) spaces, except as described below (the “**Permitted Parking Spaces**”). Adequate off-street Permitted Parking Spaces shall be provided by each Owner and Authorized Parties, specifically including employees, customers and visitors. The location, number and size of Permitted Parking Spaces shall be subject to approval by the Town. The minimum standards for Permitted Parking Spaces shall consist of the following:

- (a) One parking space for each 250 square feet of Floor Area used for offices.

(b) One parking space for each 1,000 square feet of Floor Area used for warehouse purposes.

(c) One parking space for each 600 square feet of Floor Area used for manufacturing or light industrial purposes.

(d) One parking space for each 250 square feet of Floor Area used for any other permitted purposes.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage.

3.4 Utility Connections. All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be installed underground from the nearest available power source, except non-primary power transmission lines may be installed overhead with the prior written consent of the Town.

3.5 On-Site Drainage. The Lot Owners and Association hereby acknowledge, confirm and accept that an initial drainage plan for the Community was reviewed, adopted and approved by the Town in connection with the Initial Plat (the “**Town Approval Drainage Plan**”) remains in full force and effect and governs all matters regarding drainage within the Community. Each Owner shall be required to provide adequate drainage facilities for the Owner’s Lot, specifically including control of storm water runoff resulting from precipitation, in compliance with the Town Approved Drainage Plan. No Owner shall directly or indirectly interfere with or alter the drainage, run off patterns or any water systems within the Community, except as allowed by the Town Approval Drainage Plan and or otherwise authorized and approved by the Town.

3.6 General Prohibitions and Requirements. The following general prohibitions and requirements shall prevail as to all construction and/or related activities conducted upon any Lot:

(a) Except with respect to temporary portable toilets required during periods of construction, no outside toilets shall be permitted upon any Lot or Common Elements. During such periods of construction, any required temporary portable toilets shall be placed out of general public view, to the greatest extent possible.

(b) Except for temporary construction use, no mobile home, prefabricated or modular structure, trailer or other mobile or temporary structure of any kind shall be permitted upon any Lot or the Common Elements. In the case of allowed temporary construction structures or vehicles, these must be removed within 10 working days after completion of construction, in any event. This prohibition shall not apply to trucks, tractors, trailers, recreational vehicles, and the like belonging to patrons or customers of businesses conducted upon a Lot when (i) such vehicles are brought upon the Lot by such patron or customer for legitimate business purposes and (ii) such usage does not unreasonably impact or interfere with the use and/or enjoyment of any Lots and/or Common Elements. Nevertheless, no such temporary structure or vehicle shall be occupied as a dwelling or residence at any time while located upon any Lot.

(c) No Lot shall be further subdivided, split, severed or combined with new properties or other Lots in any manner that could increase the financial, assessment or other burdens on other Lots, unless approved in writing by no less than 67% of the Owners.

ARTICLE 4
COVENANT FOR COMMON EXPENSE ASSESSMENTS; ALLOCATION

4.1 Assessments. The Board shall approve and adopt Annual Assessments in an amount at least sufficient to maintain and operate the Common Elements as contemplated by the Governing Documents. All Assessments duly levied against any Lot and/or Owner, shall be paid to the Association on or before the due date established by the Board. Written notice of all Assessments and the date of payment shall be sent to each Owner against whom the Assessment is levied.

(a) Water Users (as defined in the Association's Water Rules and Regulations) shall pay an additional annual water assessment for each lot served by the Association's water system, which shall be assessed with, and in addition to, the Owner's Annual Assessment.

4.2 Covenant. Every Owner shall be deemed to covenant and agree timely to pay to the Association all Assessments, which obligation commences upon the Owner's acceptance of a deed or other conveyance for a Lot, whether or not it shall be so expressed in any such deed or other conveyance.

4.3 Allocation. Common expenses shall be allocated among the Owners pursuant to the Assessment Percentages set forth on Exhibit "E" attached hereto.

4.4 Assessments as Continuing Liens. No Owner may waive or otherwise avoid liability for common expenses by non-use of the Common Elements. All Assessments shall constitute Continuing Liens (as defined below) upon the Lot against which they are made and also shall constitute personal obligations of Owners of such Lots (both at the time when the Assessments fell due, as well as all subsequent record Owners) together with any interest, late charges, or cost of collection associated therewith (including, without limitation, reasonable attorneys' fees).

4.5 Effect of Nonpayment. Any Assessments that are not paid as of the specified due date shall be delinquent. If any Assessments become delinquent, the Association (acting through the Board, in its sole discretion), may pursue any and all remedies and means available to it, including, without limitation:

(a) Following delinquency of seven calendar days, assessment of a late charge for each delinquency in such amount as the Board deems appropriate, with each such late charge included in the total delinquent Assessments and the Continuing Lien (defined below).

(b) Following delinquency of seven calendar days, to begin accruing as of the date of delinquency, assessment of an interest charge of 18% per annum, compounded monthly, on the

total delinquent Assessments, with such interest itself also included in the total delinquent Assessments and Continuing Lien.

(c) Following delinquency of 30 days, suspension of the voting rights of the Owner for the period during which the delinquent Assessments remain unpaid.

(d) Bringing an action at law or equity against any Owner personally for failure to pay the delinquent Assessments.

(e) Foreclosure of the continuing lien on each Lot (the “**Continuing Lien**”) created by the Association’s levy of any Assessments chargeable to any Lot and perfected with the recording of this Amended/Restated Declaration in the Official Records. In the event that the Association elects to foreclose a Continuing Lien, the Owner shall be liable for the amount of all unpaid Assessments, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim, and all attorney's fees and/or other costs incurred in connection with the enforcement and/or foreclosure of the Continuing Lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.6 Personal Obligation. All Assessments against a Lot shall be the obligation of the Owner who owned the Lot at the time the Assessments became due and the personal obligation liability shall not pass personally to successors in title unless they expressly assume the obligation in writing (all without compromising any statutory or other lien rights with respect to the Lot itself). No Owner may exempt himself, herself or itself from liability for the Assessments by abandonment of the Owner’s Lot. The Association shall be entitled to recover a money judgment for unpaid Assessments, the cost and expenses of such proceedings, and all attorneys’ fees and/or other costs in connection therewith without foreclosing or waiving the Association’s Continuing Lien.

4.7 Compliance with the Act. The provisions of this Article 4 shall be construed and implemented in accordance with the requirements of CCIOA in effect from time-to-time and specifically those contained in C.R.S. Sections 38-33.3-123, 209.5, 303, 315 and 317, as amended from time-to-time.

ARTICLE 5

PURPOSE OF COMMON EXPENSES;

RESPONSIBILITY OF OWNERS

5.1 Annual Expenses. Annual Assessments shall be used for providing services to Lots and the Owners, as Members, and for promoting the health, safety, and welfare of the Members. Such uses shall include, without limitation, the following: (i) maintenance, repair, and replacement of the Common Elements, including costs associated with the Association Water Rights; (ii) all taxes and insurance premiums; (iii) all costs and expenses incidental to the operation and administration of the Association; and (iv) such other items as the Board may from time-to-time deem appropriate, in its sole reasonable discretion.

5.2 Special Assessments. Any Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of any Common Elements and/or related Community capital improvements, including fixtures and personal property related thereto. The Board shall levy such Special Assessments as the Board shall deem appropriate, and at such time and in such amounts as the Board shall deem appropriate and/or needed, both determined in its sole and absolute discretion.

5.3 Owner's Responsibility. Each Owner shall promptly furnish, perform, and be responsible for, at the Owner's own expense, all the maintenance, repairs, and replacements within the Owner's own Lot; provided, however: (i) such maintenance, repairs, and replacements as may be required for the functioning of the Common Elements within the Lot shall be furnished by the Association; and (ii) the Association, its agents, and employees may effect emergency and other necessary repairs the Owner has failed to perform (provided, however, that any and all expenses, so incurred by the Association shall be the responsibility of the Owner affected thereby).

5.4 Maintenance by Association. The Association shall be responsible for the maintenance and repair of the Common Elements, the costs for which maintenance and repair (unless necessitated by damage caused by the negligence, misuse or tortious act of an Owner or Owner's agent) shall be deemed Association common expenses assessable as Assessments.

5.5 Easement for Maintenance. The Association shall have the irrevocable right, to be exercised by or on behalf of the Board, to access each Lot from time-to-time during reasonable hours as may be necessary and/or appropriate for the maintenance, repair or replacement of any Common Elements. In the event insurance proceeds under this article are payable to an Owner for any Common Elements, the Association shall complete any such repair or replacement at the Owner's cost, with rights thereafter to fully recover such costs from the Owner.

5.6 Damage to Common Elements. If, due to the neglect, negligent act, or omission of, or misuse by an Owner or guest, tenant, invitee, or visitor (whether an Authorized Party or not) damage shall be caused to the Common Elements or to any Lot owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be a common expense, then the Owner directly or indirectly shall pay for such damage and be liable for any damages, liability, costs, and expense, including attorneys' fees, caused by or arising out of such circumstances; and such maintenance, repairs, and replacements to the Common Elements or a Lot shall be deemed Assessments and subject to all Governing Documents.

ARTICLE 6 ASSOCIATION ADMINISTRATION

The administration of the Common Elements shall be undertaken by the Association in accordance with the provisions of the Governing Documents in effect from time-to-time.

6.1 Membership. Every person or entity who has or acquires legal or equitable title in or, to any Lot automatically shall become an Owner and, therewith, a Member. The foregoing notwithstanding, such membership shall not vest in any persons or entities that hold only security

interests in a Lot, or portion thereof, whether through mortgages, deeds of trust or any other forms of security instruments.

6.2 Purpose. The general purpose of the Association is to preserve and maintain the value of the Lots and the Common Elements Property and, therewith, to pursue the economic best interests of the Owners, as well as to the Lots, the Common Elements and the Community generally.

6.3 Powers. In furtherance of the Association's general purpose, the Association shall have and enjoy all powers set forth in the Governing Documents and/or otherwise pursuant to CCIOA, the Nonprofit Act, as amended from time-to-time and any other applicable nonprofit corporation and/or related laws. Such powers shall specifically include, without limitation: (i) the power to levy Assessments against every Lot, and (ii) the power to expend, borrow and/or apply funds, including pledging Common Elements as security for any Association debt and assess the cost of such borrowing against the Lots as Assessments. The Association (acting through the Board) shall be responsible for enforcing, and shall have the power to enforce, all covenants, conditions and restrictions contained herein.

6.4 Rules and Regulations. In addition to the powers set forth in Section 6.3 above, the Association (acting through the Board), shall have the power to adopt and/or amend Rules and Regulations. Such Rules and Regulations shall, among other matters deemed appropriate by the Board in its sole discretion, include adoption of any policies and procedures necessary to comply with the provisions of C.R.S. Section 38-33.3-209.5 of CCIOA regarding responsible governance policies, as these provisions may be amended from time-to-time.

6.5 Exercise of Owner and Lot Voting Rights. Each Lot shall be entitled to exercise votes with respect to Association matters pursuant to the Voting Percentages set forth on Exhibit "E". The Lot's vote shall be exercisable only by or on behalf of the Lot's Owner or Designated Lot Member.

6.6 Books and Records. The Association shall make available Books and Records for inspection during normal business hours, or under other reasonable circumstances. These Books and Records shall be made available to Owners and/or other persons named as mortgagees or beneficiaries in any mortgages, deeds of trust or other forms of security instruments upon tendering of a reasonable advanced written inspection request to the Board. The Association may charge reasonable fees for copying and/or providing any Books and Records, including for any required staff, professional or other costs incurred in connection with such inspection. The foregoing notwithstanding, the provisions of this Section 6.6 shall comply with the provisions of C.R.S. Section 38-33.3-209.4 of CCIOA, as amended from time-to-time.

6.7 Enforcement/Attorney's Fees/Costs. The Members hereby declare, confirm, empower and direct the Association to enforce the provisions of the Governing Documents by any and all means available to the Association, at law or in equity. In doing so, on addition to any requirements, mandates and/or rights of CCIOA, the Members hereby further entitle and empower the Association to recover and obtain reimbursement of all attorney's fees and Association expenses and other costs, of any kind whatsoever, incurred in connection and with any such

enforcement actions. In addition, the Members confirm, acknowledge and accept that failure by the Association to enforce compliance with any provisions of the Governing Documents shall not constitute or be deemed a waiver of any rights thereafter to enforce any provision of the Governing Documents.

6.8 Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Governing Documents, by CCIOA or by the Nonprofit Act.

ARTICLE 7 RESTRICTIONS

Notwithstanding the foregoing, no use or operation shall be permitted within the Community that is obnoxious to a first-class mixed-use commercial/residential development. Without limiting the generality of the foregoing, the following specifically shall be deemed to be obnoxious to a such first-class development: (i) Any public or private nuisance including, without limitation, the public nuisances described in C.R.S. §16-13-301 *et seq.*; (ii) any obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Community; (iii) any unusual fire, explosion, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks and any noxious, toxic, caustic, or corrosive fuel or gas; (iv) any refining, smelting, or mining operation; (v) any fire sale, bankruptcy sale (unless pursuant to a court order), or option house operation; (vi) any mobile home trailer court, travel trailer or recreational vehicle park, labor camp, junk yard, or stockyard (except that this provisions shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance); (vii) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors); (viii) any establishments selling or exhibiting materials which because they explicitly deal with or depict human sexuality or are harmful to children or not lawful for sale to children under 18 years of age by reason of C.R.S. §18-7-501 *et seq.*

ARTICLE 8 ENFORCEMENT

8.1 Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land and be binding upon and inure to the benefit of the Association, and the Owners of every Lot. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by the Association acting on behalf of the Owners. Each Owner, by acquiring an interest in a Lot irrevocably appoints the Board and the Association as the Owner's attorney-in-fact for such purposes; provided, however, that if an Owner notifies the Board of a claimed violation of the Governing Documents and the Association fails to act in a manner likely to correct such violation within 30 days after receipt of such notification then, and in that event only, an Owner separately, at the Owner's own cost and expense undertake steps to enforce the terms of the Governing Documents claimed to be in violation. Violation of any condition, covenant, restriction, or reservation in the Governing Documents shall, after 30-day prior written notice of such violation given by the Board to the Owner of the Lot where such violation exists, gives the Association the right to enter upon the portion of the Lot wherein said violation or breach continues to exist and summarily to abate and remove at the expense of the

Owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the pertinent Governing Document, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations in the Governing Documents to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages (including reasonable attorneys' fees) for said violation.

8.2 Deemed to Constitute a Nuisance. Every violation of this Amended/Restated Declaration, or any part thereof, hereby is declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law of equity against an Owner or Authorized Party shall be applicable against every such violation and may be exercised by the Association (by and through the Board).

(a) In addition to all rights under CCIOA, in connection with any legal or equitable proceeding for the enforcement or to restrain the violation of this Amended/Restated Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or in equity shall be cumulative and not exclusive.

(b) The failure of the or Association (whether acting by and through the Board, or otherwise) to enforce any of the conditions, covenants, restrictions, or reservations contained in the Governing Documents shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and the Association shall not be liable therefor, if it acted or failed to act in good faith.

8.3 Claim a Lien. Any such claim for Association reimbursement, together with interest, shall constitute a secured right and Continuing Lien that attaches and takes effect upon recordation of a proper claim of lien in the Official Records. Any such recorded claim of Continuing Lien shall include the following: (i) The name of the claimant; (ii) a statement concerning the basis of the claim of lien; (iii) the last known name and address of the Owner or reputed Owner of the Lot against which the lien is claimed; (iv) a description of the Lot against which the lien is claimed; (v) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Amended/Restated Declaration reciting the date, book, and page of the recordation hereof. The notice shall be duly verified, acknowledged, and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, and the Continuing Lien so claimed shall attach from the date of recordation, and may be enforced in any manner allowed by law, CCIOA and/or the Governing Documents.

8.4 Subordination of Continuing Liens. Notwithstanding the foregoing, such Continuing Liens shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the Lot subjected to the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure of trustee's sale) under any such mortgage or deed of trust shall take title in and to a Lot or Lots free and clear from

any such then-existing Continuing Lien, but otherwise subject to the provisions of the Governing Documents. The failure of the Owner or Owners to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions, or agreements herein shall not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

ARTICLE 9 TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

9.1 Term. This Amended/Restated Declaration (as amended from time-to-time), every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of 25 years from the date hereof and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Paragraph 10.2 below.

9.2 Termination and Modification. This Amended/Restated Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole Community or any portion thereof, with the written consent of the Owners of 67% of the Voting Percentages set forth in Exhibit "E". Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing in the Official Records, executed and acknowledged by all approving Owners.

ARTICLE 10 INDEMNITY

10.1 General. Each Owner shall indemnify, defend, and hold the other Owner(s) harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith (including reasonable attorneys' fees) incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss of damage to the property of any person as shall occur in or about each Owner's Lot. The foregoing, however, shall not apply to claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such Owner's Lot, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Article 11 to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance.

10.2 Common Elements. Each Owner shall indemnify, defend, and hold the other Owner(s) harmless from and against any and all claims, expenses, liabilities, loss, damage, and costs including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to, or as a result of (i) the death of or any accident, injury, loss or damage, howsoever caused, to any person; or (ii) loss of or damage to the property of any person as shall occur in or about the Common Elements located on each Owner's respective Lot(s). The foregoing, however, shall not apply to claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such

Owner's Lot, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Article 11 to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance.

ARTICLE 11 NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Elements to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Amended/Restated Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Elements or the Lots, or any portion thereof (other than any use expressly allowed by a written or recorded map, declaration, deed, or dedication) is by permission only and subject to the control and permission of the Association and/or Owners. Notwithstanding any other provisions herein to the contrary, the Owners and/or the Association periodically may restrict ingress to and egress to and/or from either the Common Elements or any Lots, in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the Association, the Community and/or affected Owners.

ARTICLE 12 INSURANCE

12.1 General Insurance Provisions. The Association shall acquire and pay for, out of the Assessments, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

(a) *Property Hazard Insurance Coverage.* Commercial Property Insurance written on a Special Form or Special Cause of Loss basis (a/k/a "all risk"), on a replacement cost basis. Coverage shall include the agreed amount, condominium assessment, building ordinance, inflation guard and other endorsements, as available, in amounts deemed reasonable and as determined by the Board to represent not less than the full then-current insurable replacement cost of the buildings located on the Lots. Maximum deductible amounts for such policy shall be the lesser of \$10,000 or 1% of the policy face amount. In the event that any building located in Community has central heating or cooling or contains a steam boiler, then the responsible Owner shall obtain coverage for loss or damage resulting from steam boiler and machinery equipment accidents in an amount equal to the lesser of \$2,000,000, or the insurable value of the buildings housing the boiler and/or related machinery. Each Owner shall notify the Association in writing regarding any additions, alterations or improvements to such Owner's Lot which increase the replacement value of the improvements located on such Owner's Lot and the Association shall use reasonable effort to obtain insurance on any such additions, alterations or improvements, if such Owner requests it to do so and if such Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto. In the event that (i) an Owner fails to so notify the Association; or (ii) additional coverage cannot be obtained by the

Association after reasonable effort and request by the Owner to obtain such additional coverage; or (iii) satisfactory arrangement is not made for the payment of additional premiums by the Owner, then the Owner shall be responsible for any deficiency in any resulting insurance loss recovery and the Association shall not be obligated to apply any insurance proceeds to restore the affected improvements on the affected Lot to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any additional premiums attributable to a Lot for which the insurance is increased as herein provided may be the subject of a lien for nonpayment as provided in Section 4.5 (e) hereof, in the event the Association pays such premium for the Lot's Owner and that Owner fails to reimburse the Association after demand for such payment. Such hazard insurance policy must be written by an insurance carrier with no less than an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports -- International Edition.

(b) *General Liability.* Commercial general liability insurance for the Community, in such amounts as the Board deems desirable, the insurance carrier or agent shall issue provided that such coverage shall include an amount equal to at least \$1,000,000 for bodily injury (including deaths and property damage arising out of a single occurrence) insuring the Association and the Board from liability in connection with the operation, maintenance and/or use of all Common Elements and/or any associated improvements.

The insurance policies may be carried in blanket policy form naming the Association as the insured. Each Owner shall be named as an additional insured under the Commercial General Liability policy with respect to liability arising out of such Owner's membership in the Association, if permissible by the Association's insurer. The insurance company shall waive its rights of subrogation contained in the insurance policy, with respect to any rights created under this Amended and Restated Declaration with respect to any Owner. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above, there is other insurance in the name of the Owner covering the same risk covered by the Association's policy, the Association's policy shall provide primary insurance.

12.2 Insurance Proceeds.

(a) Any loss covered by the property insurance policy described in Section 12.1 above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners, as their interests may appear in the Official Records. Subject to the provisions of Section 12.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property. Neither the Association, nor any Owners shall be entitled to receive payment of any portion of the proceeds, unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Amended/Restated Declaration is terminated.

(b) The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other claims adjustment matters. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than one Lot is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro-rata share of any deductible paid by or assessed to the Association.

12.3 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Sections 12.1 and/or 12.8, or its authorized agent, shall issue certificates or memoranda of insurance to the Board and, upon request, to any Owner. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Board and to each Owner to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses, except that an additional ten days' notice is required for reason of non-payment of premium.

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

(a) The common interest community created by this Amended/Restated Declaration is terminated;

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

(c) There is a vote not to rebuild by 80% of the Owners entitled to vote.

12.5 Common Expenses. Premiums for Association insurance, and other expenses connected with acquiring such insurance, shall be deemed common expenses; provided, however, that if the Association's fire and extended coverage insurance covers fixtures, equipment or other property within some but not all of the Lots, the Board reserves the right to charge, as Special Assessments, all Owners of such Lots for which the Association provides additional insurance coverage, an amount equal to the premium attributable to such additional insurance coverage.

12.6 Workers' Compensation Insurance. The Board shall obtain workers' compensation or similar insurance with respect to any employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

12.7 Other Insurance. The Association shall maintain flood insurance if any part of the Common Elements is located within a Special Flood Hazard Area on a Flood Insurance Rate Map. Such coverage shall be no less than the lesser of (i) 100% of the insurable value of the Community; or (ii) the maximum coverage available under the appropriate National Flood Insurance Program. The Association shall also maintain insurance, to the extent reasonably available, and in such amounts as the Board may deem appropriate, on behalf of the Officers and Directors against any

liability asserted against any Officers and/or Directors or incurred by any such Officer and Director in his or her capacity of or arising out of his or her status as an Officer and Director. The Board may obtain insurance against such other risks of a similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

ARTICLE 13 MISCELLANEOUS

13.1 All of the conditions, covenants, restrictions, and reservations contained in this Amended/Restated Declaration of shall be construed together but, if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

13.2 Owner's Liability Subsequent to Sale. Upon sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot, Building Area, or Building Envelope sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to this Amended/Restated Declaration.

13.3 Benefits and Burdens. The terms and provisions contained in this Amended/Restated Declaration shall bind and inure to the benefit, and burden, all of the Owners and Lots, as well as their respective heirs, successors, personal representatives, and assigns.

13.4. Notice. Any notices required or permitted herein shall be deemed adequate if either: made in writing and mailed, postage prepaid by registered or certified mail, return receipt requested; or (ii) delivered to the recipient by electronic means, with receipt confirmation. If intended for an Owner, then such notice shall be sent to the last known physical/P.O. Box address and/or the last identified electronic address or account of the Owner. If intended for the Association, then such notice shall be sent to the registered agent of the Association.

13.5. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

13.6 Remedies. The remedies herein specified are cumulative and the specification of them shall not be taken to preclude any aggrieved party's resort to any other remedy at law or in equity, or under any applicable statute, rule, regulation or other laws.

13.7 Grantee's Acceptance. The grantee of any Lot, by acceptance of the deed conveying title thereto accepts such deed and/or contract subject to this Amended and Restated Declaration. By such acceptance, the grantee hereby covenants, consents and agrees to and with all of the other Owners and Association that the grantee (by and on the grantee's own behalf and all subsequent grantees, assigns, heirs, successors and personal representatives) has vested and holds title in and to the Lot subject to all of the terms, conditions, covenants and restrictions contained in this Amended/Restated Declaration.

13.8 Partial Invalidity. In the event that any one or more of the provisions set forth in this Amended/Restated Declaration shall be declared null and void by any court, all remaining provisions shall continue unimpaired and in full force and effect.

13.9 Captions. The captions of the various sections hereof are for convenience only, are not a part of this Amended and Restated Declaration and do not in any way limit or amplify the terms or provisions hereof.

13.10 Amendments. This Amended and Restated Declaration shall be amended only with the prior written consent of 67% of the Owners and, when so amended, a written amendment in this Amended/Restated Declaration must be filed in the Official Records.

13.11 Conflicts Between Documents. In case of conflict between this Amended/Restated Declaration and the Articles and/or the Bylaws of the Association, this Amended/Restated Declaration shall control.

IN WITNESS WHEREOF, the Board has unanimously approved and authorized the adoption and execution of this Amended/Restated Declaration, with the vote of no less than % of the Owners at the duly convened Owners' Special Meeting held on _____, 2022.

ASSOCIATION:

RIDGWAY U.S.A. ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____
_____, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2022,
by _____, as President of Ridgway U.S.A. Association, Inc., a Colorado
nonprofit corporation.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ATTEST:

By: _____
_____, Secretary

ACKNOWLEDGED, CONFIRMED, APPROVED AND ACCEPTED, AS OF THE
EFFECTIVE DATE.

TOWN OF RIDGWAY

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2022,
by _____, as _____, Town of Ridgway.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT “A”

The Community

(See Attached)

EXHIBIT “B”

The Association Personal Property

The following shall constitute the Association Personal Property, without limitation and as amended and/or supplemented from time-to-time:

1. Any and all directional and/or other signage located on, or used in connection with, the Association Real Property, to the extent those shall be deemed unaffixed personal property.
2. All equipment, supplies and/or other tangible personal property owned by and/or used in connection with the Association and/or Community from time-to-time.
3. All equipment, taps, connections, structures, headgates, wells, pumps, pipes, measuring devices all other equipment and facilities associated with or used in connection with the Association Water Rights. Association Personal Property does not include service lines.
4. Any and all intangible personal property rights including, without limitations, trademarks, copyrights, membership lists, reports, documents and/or other intellectual, virtual or related rights, if any.

EXHIBIT "C"

The Association Real Property

The following shall constitute the Association Real Property, without limitation and as amended and/or supplemented from time-to-time:

1. Fee title in and to "*Common Area (2.831 Acres)*" and "*Greenbelt (1.399 Acres)*," both, as depicted on the Initial Plat.

2. The Association Water Rights including, without limitation, all right, title, interest, claim and demand in and to all water, water rights, ditches, ditch rights, reservoir and storage rights, wells and well rights, springs and spring rights, headgates, diversion structures, flumes, pumps, pump houses, pipes, casings, equipment and fixtures used in connection with and appurtenant to, connected with and/or used in connection with the Ridgway U.S.A Development as described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions recorded in the Ouray County real property records at Reception No. 147105, including but not limited to 0.45 c.f.s., absolute, in Moody No. 1 Ditch, Priority No. 34, which has an appropriation date of April 1, 1879, and was adjudicated for 13.5 c.f.s., absolute, on May 15, 1897, for irrigation purposes, in Civil Action No. 939, Water Division No. 4.

3. The "*20' Landscape and Utility Easement*," and the "*20' Bike path and Utility Easements*," both as depicted on the Initial Plat, together with all landscaping, irrigation, pathway and other improvements thereon.

4. The four separate "*10' x 10' Direction Sign Easement*" grants depicted on the Initial Plat and Eastside Plat together with all directional signage improvements to the extent that such improvements constitute fixtures and/or appurtenances to real property.

5. "*40' wide Greenbelt for Relocated Moody Ditch and Utility Easement*" over "*Out Lot D*" and Lots within the Community, all depicted on the Initial Plat.

6. The various "*20' Utility Easement*" and "*10' Utility Easement*" grants depicted on the Initial Plat.

7. The "*20' Utility Easement*," "*30' Water and Utility Easement*" and "*30' Ditch and Utility Easement*" grants depicted on the Eastside Replat.

8. Any and all easements in, on, over and/or through Out Lot H and/or Out Lot C, as depicted on the Eastside Replat and/or otherwise.

9. That certain easement for water lines, water lift station and related improvements, together with all associated improvements, all pursuant to that certain easement agreement by and between the Town and Association and recorded in the Official Records on _____, 2022 at Reception No. _____. [Note: In talking with Cheryl, we understand that the

improvements are located on Association property. Which is why we need an easement from the Association to the Town for the Town's improvements. We understand that this drafting is being undertaken by Jenny. Please confirm and/or indicated if this needs to be removed.]

EXHIBIT “D”

Lots Ownership and Assessment Percentages

LOT NO.	ACRES	VOTING PERCENTAGES	ASSESSMENT PERCENTAGES
Remainder of Lot 1	.75	2.0027%	2.0027%
Remainder of A ¹	3.529	9.4232%	9.4232%
2A	2.28	6.0881%	6.0881%
2B	4.58	12.2296%	12.2296%
3	8.895	23.7517%	23.7517%
Envelope D portion of Lot 3	n/a	n/a	n/a
6	.904	2.4139%	2.4139%
7	.629	1.6796%	1.6796%
8	.79	2.1095%	2.1095%
9	.527	1.4072%	1.4072%
10	.462	1.2336%	1.2336%
11	.38	1.0147%	1.0147%
12	.443	1.1829%	1.1829%
13	.578	1.5434%	1.5434%
17	.597	1.5941%	1.5941%
18	.277	.7397%	.7397%
19	.319	.8518%	.8518%
20	.29	.7744%	.7744%

¹ Note that the initial Lot 1 was reduced in the Northridge Replat by .75 acres, which acreage was dedicated to the Town as “Mall Road”.

LOT NO.	ACRES	VOTING PERCENTAGES	ASSESSMENT PERCENTAGES
21	.319	.8518%	.8518%
22	.327	.8732%	.8732%
23	.314	.8385%	.8385%
24A	.2265	.6048%	.6048%
24B	.2265	.6048%	.6048%
25	.441	1.1776%	1.1776%
26	3.729	9.9573%	9.9573%
27	.943	2.5180%	2.5180%
28	.666	1.7784%	1.7784%
29	.613	1.6368%	1.6368%
30	.466	1.2443%	1.2443%
31	.545	1.4553%	1.4553%
32	.573	1.5300%	1.5300%
33	.541	1.4446%	1.4446%
34	.318	.8491%	.8491%
Out Lot C	.185 ²	.4940%	.4940% ³
Lot H	<u>.787</u>	<u>2.1015%</u>	<u>2.1015%</u> ³
	37.450	100%	100%

² Please note that Out Lot C is incorrectly referenced as .162 acres on the Relpat of The East Side Subdivision recorded in the official records of the Ouray County Clerk and Recorder Office on October 9, 1990 at Reception No. 147703, but is correctly referenced in the Ouray County Assessor's Office Official Records ("Assessor Records") under Parcel Number 430516401008 as including a portion of the adjacent roadways, resulting in the referenced .185 acres.

³ Despite the separately platted Out Lot C and Lot H, the Assessor Records combine Out Lot C and Lot H jointly and are included under Assessor Records Parcel Number 430516401008 reflecting a total .972 acres, for a total of 2.5927 Voting and Assessment Percentages.

AGENDA ITEM #13

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE TOWN OF RIDGWAY, COLORADO,
AND BO JAMES NERLIN, P.C.**

THIS AGREEMENT (this “Agreement”), made as of the ___ day of December 2022, is by and between the **TOWN OF RIDGWAY**, a municipal corporation acting by and through its authorized officers (the “Town”), and **BO JAMES NERLIN, P.C.**, a Colorado Professional Corporation (“Law Firm”).

WHEREAS, the Town and Law Firm intend that Law Firm, as hereinafter specified, shall serve as General Legal Counsel for the Town.

WHEREAS, Bo James Nerlin, shall serve as the primary attorney contact for the Town.

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I – TERMS

- A. Effective Date: January 1, 2023.
- B. Term: The term of this Agreement shall be from January 1, 2023 through December 31, 2023 unless either party provides a notice to terminate.
- C. Services and Compensation:
 - 1. Law Firm shall provide general legal services to the Town at a current hourly rate of \$185.00 per hour (the “Town Rate”). Law Firm’s regular hourly rate is \$275.00 per hour (the “Law Firm’s Rate”).
 - 2. Law Firm shall charge the Town Rate, with the exception of fees that are eligible to be charged back to a third party by the Town (“Charge-Back Fees”), out-of-pocket expenses, and fees in connection with litigation matters or extraordinary matters, which shall be billed at the Law Firm’s Rate. Law Firm and the Town shall reach an agreement prior to Law Firm billing the Law Firm’s Rate for a matter deemed extraordinary or litigation. For fees to be charged back to third parties, the Town shall initially pay Law Firm only the Town Rate. Charge-Back Fees shall be charged back to the third party, which shall be responsible for paying the entire amount of Charge-Back Fees. Notwithstanding that Charge-Back Fees may be paid by a third party, payment by any third party of the Charge-Back Fees shall not create an attorney-client relationship between Law Firm any third party paying such Charge-Back Fees. The Town shall not grant to any third-party owing Charge-Back Fees to Law Firm a permit, license or other Town discretionary permission until such third party has paid all Charge-Back Fee due and owing to Law Firm.

3. Law Firm shall attend one regular Town Council meeting a month and charge a rate of \$100.00 per hour for attendance of one Town Council Meeting per month, at an amount not to exceed \$300.00 per meeting. For attendance at more than one Town Council meeting a month, Law Firm shall bill at the Town Rate.

SECTION II – LAW FIRM’S RESPONSIBILITIES

- A. All work to be performed by Law Firm shall be authorized verbally or in writing by the appropriately authorized Town representative(s).
- B. Description of Law Firm’s legal services: (1) Provide drafting and/or review and approval of contracts, MOU’s, IGA’s, etc.; (2) Attend Town Council meetings; (3) Attend other Town meetings at the request of the Mayor or the Town Staff; (4) Participate in negotiations regarding Town affairs; (5) Provide overall legal oversight to department Directors, Town Staff, Mayor and the Board; (6) Provide oversight on legal matters related to employment/HR; (7) Assist in negotiations with other entities – Ouray County, state and federal agencies, etc.; (8) Keep the Board and Town Staff informed on various changes in the law affecting municipalities and provide legal planning to proactively minimize the Town’s exposure to various potential liabilities; (8) Such other matters as the Town Board and Town Staff may deem necessary and appropriate, from time to time.
- C. Law Firm shall inform the Town in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the Town informed on any changes or additions to this information. The Town shall approve any additional firms prior to commencement of work by such firms as per this Agreement. Nothing contained herein shall create any contractual relationship between any additional firm(s) and the Town.
- D. Law Firm shall review each project and Law Firm’s records to ensure against any conflict of interest that might prevent Law Firm from fully and faithfully advising and representing the Town. If any potential conflict or differing interest exists or arises, now or in the future, Law Firm shall properly advise the Town Staff and/or Town Council.
- E. Law Firm shall identify, verbally or in writing, the attorney within its organization primarily responsible for implementing and overseeing each project and all other attorneys and paralegals/paraprofessionals who will do significant work on each project. Staffing may change from time to time; however, Law Firm shall promptly advise the Town Staff and specific Town departments of such changes.
- F. In performing this Agreement, the hours Law Firm and its staff are to work on any given day or project are entirely within Law Firm’s control. The Town shall rely upon Law Firm to devote the time, skill and effort reasonably necessary to fulfill the purpose of this Agreement.

- G. Law Firm shall determine all pertinent filing dates or other deadlines for each project. Law Firm shall comply with all applicable filing dates or deadlines or obtain sufficient extensions to protect the Town's interests.
- H. Full and regular communications are essential to this Agreement. Law Firm and its staff, the Town Staff and other representatives and Town Council shall actively address all developments that could significantly affect a project. Except in an emergency, Law Firm and its staff shall make no significant decision on direction, mechanics or strategy for a project without prior communication and discussion with the appropriate Town representative(s).
- I. Insurance Requirements: Before beginning, and while performing under this Agreement, Law Firm shall maintain, without cost to the Town, the following insurance:
 - 1. For all attorneys within its organization, professional liability insurance that complies with C.R.C.P. 265(a)(3).
 - 2. Law Firm shall not cancel, materially change or fail to renew insurance coverage. Law Firm shall notify the Town of any material reduction or exhaustion of aggregate limits.

SECTION III – THE TOWN’S RESPONSIBILITIES

- A. The Town shall provide full information, including detailed scope of work, as to its requirements for the services.
- B. The Town shall give prompt notice to Law Firm whenever the Town observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Law Firm is not liable for delays in performance that are caused by the Town, the Town’s consultants or events that are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION IV – MUTUAL OBLIGATIONS OF THE TOWN AND LAW FIRM

- A. This Agreement does not guarantee to Law Firm any work, except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of the Town.
- C. Law Firm and any and all of its personnel utilized by Law Firm under the terms of this Agreement shall remain the agents and employees of Law Firm and are not, nor shall they be construed to be, agents or employees of the Town.

- D. The Town recognizes that all technical data, evaluations, reports and other work products are instruments of Law Firm's services and not designed for use other than what is intended by or reasonably foreseeable to the parties to this Agreement. The Town shall make no other use of Law Firm's work product without the prior approval of Law Firm. Notwithstanding the foregoing, such data, evaluations, report and other work products, along with the files generated by Law Firm pursuant to this Agreement are to remain the Property of the Town.

SECTION V – BILLING AND PAYMENT

At the beginning of each month, for services rendered the prior month, Law Firm shall provide to the Town invoices, which reflect all of the fees and out-of-pocket expenses Law Firm has incurred on behalf of the Town for the previous calendar month. Prior to the end of each month, the Town shall remit payment for all invoices due and payable unless otherwise discussed with Law Firm or Law Firm's representatives, either verbally or through written correspondence.

SECTION VI - SPECIAL CONDITIONS

- A. Confidentiality: During and after the term of this Agreement, Law Firm shall not disclose to third parties any confidential information or data. Law Firm shall treat such information as the private and privileged records of the Town and Law Firm. Without Town's express consent, Law Firm shall not release such information to any third party by statement, deposition, as a witness or otherwise.
- B. Licenses: Law Firm shall maintain all licenses necessary to perform under this Agreement, including attorneys' licenses to practice law in the State of Colorado.
- C. Severability: To the extent the parties may perform and accomplish their obligations within the intent of this Agreement, its terms are severable. Should any term or provision be invalid or become inoperable for any reason, such invalidity or failure shall not affect the validity of any other terms or provisions. Waiver of any breach of a term shall not indicate a waiver of any other term or the same term upon later breach.

SECTION VII – LAWS AND ORDINANCES

Law Firm, at all times, agrees to observe all applicable federal and state laws, Ordinances of the Town of Ridgway, and all rules and regulations issued pursuant thereto, that in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII – TERMINATION OF CONTRACT

- A. Termination of Agreement: Either party shall be entitled to terminate this Agreement upon giving the other party written notice of intent to terminate. Should Law Firm terminate the Agreement, Law Firm agrees to continue representation of

the Town on all matters pending at the time of termination until satisfactory substitution of counsel by the Town. Should the Town wish to Terminate, it shall provide Law Firm with a thirty (30) day notice of intent to terminate.

- B. Effect of Termination: In the event of termination, all finished and unfinished work product(s) prepared by Law Firm pursuant to this Agreement shall become the sole property of the Town, provided Law Firm is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Law Firm shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Law Firm has notified the Town in writing of the incomplete status of such work product.

SECTION IX – CHANGE IN SCOPE OF SERVICES

The Town may from time to time require changes in the scope of the services of Law Firm to be performed herein. Compensation to Law Firm payable hereunder shall be adjusted to reflect any change in the scope of services.

SECTION X – EQUAL OPPORTUNITY EMPLOYER

- A. Law Firm shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed or physical or mental disability. Law Firm may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion and transfer and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Law Firm shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of Law Firm shall state that Law Firm is an equal opportunity employer.
- C. Law Firm shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Law Firm, so that such provisions are binding upon each sub-consultant.
- D. Law Firm shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the Town of Ridgway, or their respective agencies may require.
- E. Law Firm shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the Town of Ridgway, or their respective agencies may issue to implement these requirements.

SECTION XI – ILLEGAL ALIENS

In compliance with C.R.S. § 8-17.5-102, Law Firm represents, warrants and agrees:

- A. That Law Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, shall provide the Town with duly executed **LAWFUL PRESENCES AFFIDAVITS** of its employees upon request, and shall not enter into a contract with a subcontractor that fails to certify to Law Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. That Law Firm has confirmed the employment eligibility of current employees and shall, within twenty (20) days after hiring any new employee to perform work under this Agreement, affirm that Law Firm has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee. Law Firm shall provide a written, notarized copy of the affirmation to the Town upon request.
- C. If Law Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Law Firm shall: (i) notify the subcontractor and the Town within three (3) days that Law Firm has actual knowledge that a subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this Section XI, the subcontractor does not stop employing or contracting with the illegal alien; except that Law Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

TOWN OF RIDGWAY, COLORADO

Pam Kraft, Town Clerk

By: _____
JOHN CLARK, Mayor

Date: _____

BO JAMES NERLIN, P.C.

By: _____
BO JAMES NERLIN, President

Date: _____

AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 9, 2022
Agenda Topic: **Consideration of appointment to the Home Trust of Ouray County Board of Directors**

SUMMARY:

The Home Trust of Ouray County (Home Trust) has requested Town of Ridgway representation on its Board of Directors. The Home Trust is a registered 501(c)(3) non-profit organization created to develop and manage permanently affordable housing for Ouray County residents through homeownership and rental opportunities. The mission of the Home Trust is to “grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through the stewardship of community assets.”

RECOMMENDED MOTION:

“I move to appoint _____ to represent the Town of Ridgway on the Home Trust of Ouray County Board of Directors.”

AGENDA ITEM #15