



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, August 3, 2021 6:00 PM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

The Montrose City Council is pleased to have residents of the community take time to attend City Council Meetings. We encourage your attendance and participation. Individuals wishing to be heard during public hearing proceedings are encouraged to be prepared and will generally be limited to three minutes to allow everyone the opportunity to be heard. Additional written comments are welcome and will be received at any time.

Public Participation for this meeting will be in person in the City Council Chambers and via Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_E7le8wKhTnanz7b7ak18WQ.

The 11:00 p.m. rule will be enforced. All agenda items scheduled and noticed to be heard today must begin prior to 11:00 p.m. or they will be rescheduled. At 11:00 p.m., if the meeting has not already been adjourned, further proceedings shall be conducted as follows: 1) If the City Council is discussing an agenda item, but has not voted on the item before 11:00 p.m., the City Council may take a vote to decide whether to continue the item to the next meeting. 2) The City Council may also consider additional agenda items that require action in a specified time period due to legal requirements. 3) All other agenda items not previously opened shall be placed first on the next City Council Agenda.

- 1) City Council meeting called to order by Mayor Doug Glaspell
- 2) The Pledge of Allegiance
- 3) Roll call by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

The “Call for Public Comment” agenda item is a time when concerned members of the community may publicly voice their concerns and discuss items of interest. Please note that no formal action will be taken on the matters raised during this time.

Comments made during this time should be addressed to the Council and pertain to matters of at least general importance to the City and its operations. Please be aware that neither City Council nor City staff are expected to respond or engage in discussion or debate.

Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any “disorderly conduct” which violates state or local law and shall not be permitted.

**Please note that the times listed are estimates of approximately how long each item may take. This time is intended to serve as a guide for the Mayor in an effort to help keep the meeting moving.*

**Hearing assistance devices are available for public use. Please let us know if you need accommodation.*



6) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the July 19 special City Council meeting and the July 20 regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo* **6-10**

Action: Consider making a motion to approve the minutes of the July 19 special City Council meeting and the July 20 regular City Council meeting as presented.

7) MOBILE HOME PARK PERMIT APPLICATIONS AND PROPOSED CITY FINANCIAL CONTRIBUTION (15 minutes)

City Council consideration of mobile home park permit applications for Cottonwood Mobile Home Park, San Juan Mobile Home Park, and Green Acres Mobile Home Park and requested financial incentives. *Staff: Deputy City Manager Ann Morgenthaler* **11-54**

Actions: Accept public comment.

Consider making a motion to approve a financial contribution to the rehabilitation of Cottonwood, San Juan, and Green Acres mobile home parks in the amount of \$_____. Such financial contributions will be paid directly to contractors for completed work components such as the removal of uninhabitable mobile homes, the removal of asbestos, and the installation of new water and service lines. Funding shall be allocated \$_____ from General Fund Reserves and \$_____ from American Rescue Plan funding.

Consider making a motion to approve the Mobile Home Park Permit request for Cottonwood Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.

Consider making a motion to approve the Mobile Home Park Permit request for San Juan Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.

Consider making a motion to approve the Mobile Home Park Permit request for Green Acres Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.

8) MONTROSE PUBLIC SAFETY COMPLEX CONSTRUCTION CONTRACT AMENDMENT (15 minutes)

City Council consideration of the authorization of a \$1,830,805.00 amendment to authorized funding to be used toward the construction of the Montrose Public Safety Complex (MPSC). *City Manager Bill Bell, Ty Withee (Shaw Construction), Peter Icenogle (Blythe Group), Reilly O'Brien (Dynamic Program Management), Public Works Manager Jim Scheid* **55-59**



Action: Accept public comment. Consider making a motion to approve a \$1,830,805.00 amendment to the authorized funding to be used toward the construction of the Montrose Public Safety Complex as presented.

9) RESOLUTION 2021-12 (10 minutes)

City Council consideration of Resolution 2021-12, authorizing the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant through the 7th Judicial District Victims Assistance Board for the total of \$28,000.00, authorizing the Chief of Police to act in connection with the application and to provide such additional information as required, and authorizing the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents. *Staff: Police Chief Blaine Hall* **60**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-12 as presented.

10) ORDINANCE 2548 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2548 on second reading, an Ordinance of the City of Montrose, Colorado, vacating a portion of Orchard Road within the City of Montrose. *Staff: Senior Planner Amy Sharp* **61-65**

Action: Accept public comment. Consider making a motion to adopt Ordinance 2548 on second reading as presented.

11) WATERFALL CANYON SUBDIVISION FILING NO. 5 FINAL PLAT (10 minutes)

City Council consideration of the Waterfall Canyon Subdivision Filing No. 5 Final Plat. *Staff: Senior Planner Amy Sharp* **66-72**

Action: Accept public comment. Consider making a motion to approve the Waterfall Canyon Subdivision Filing No. 5 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

12) RESOLUTION 2021-13 (10 minutes)

City Council consideration of Resolution 2021-13, setting September 7, 2021 as the hearing date for the annexation of the Riverbend RV Park Addition II. *Staff: Senior Planner Amy Sharp* **73-82**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-13 as presented.

13) RESOLUTION 2021-14 (10 minutes)

City Council consideration of Resolution 2021-14, authorizing assignment to the Colorado Housing and Finance Authority of a private activity bond allocation of the City of Montrose pursuant to the Colorado Private Activity Bond Ceiling Allocation Act. *Staff: Community Engagement Specialist Ross Valdez* **83-86**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-14 as presented.

14) BROWN CENTER BUILDING LEASE AND SUBLEASE AGREEMENTS (10 minutes)

City Council consideration of a commercial lease agreement between the City of Montrose and Tuxedo Corn Company LLC and a sublease agreement between Tuxedo Corn Company LLC and Montrose Lighthouse Inc. for use of the Brown Center Building at 3325 N. Townsend Avenue. *Staff: Community Engagement Specialist Ross Valdez* **87-118**

Action: Accept public comment. Consider making a motion to approve a commercial lease agreement between the City of Montrose and Tuxedo Corn Company LLC and a sublease agreement between Tuxedo Corn Company LLC and Montrose Lighthouse Inc. for use of the Brown Center Building at 3325 N. Townsend Avenue as presented.

15) RIVERSIDE PARK ADDITION II ANNEXATION (15 minutes)

City Council will hold a hearing on the annexation of the Riverside Park Addition II. *Staff: Planner I William Reis* **119-130**

Resolution 2021-15: City Council consideration of Resolution 2021-15, Findings of Fact for the Riverside Park Addition II. **127-128**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-15 as presented.

Ordinance 2549 - First Reading: City Council consideration of Ordinance 2549 on first reading, an Ordinance of the City of Montrose, Colorado for the annexation of the Riverside Park Addition II. **129-130**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2549 on first reading as presented.

16) ORDINANCE 2550 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2550 on first reading, an Ordinance of the City of Montrose, Colorado providing for the zoning of the Riverside Park Addition II as a "P", Public District. *Staff: Planner I William Reis* **131-132**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2550 on first reading as presented.



17) RIVERSIDE PARK ADDITION III ANNEXATION (15 Minutes)

City Council will hold a hearing on the annexation of the Riverside Park Addition III. *Staff: Planner I William Reis* **133-146**

Resolution 2021-16: City Council consideration of Resolution 2021-16, Findings of Fact for the annexation of the Riverside Park Addition III. **141-142**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-16 as presented.

Ordinance 2551 - First Reading: City Council consideration of Ordinance 2551 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Riverside Park Addition III. **143-144**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2551 on first reading as presented.

18) ORDINANCE 2552 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2552 on first reading, an Ordinance of the City of Montrose, Colorado providing for the zoning of the Riverside Park Addition III as a "P", Public District. *Staff: Planner I William Reis* **145-146**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2552 on first reading as presented.

19) STAFF REPORTS

20) CITY COUNCIL COMMENTS

21) MOTION TO ADJOURN

Zoom Meeting Details

https://us02web.zoom.us/webinar/register/WN_E7le8wKhTnanz7b7ak18WQ

Join by phone:

1 346 248 7799

1 669 900 9128

1 253 215 8782

1 312 626 6799

1 646 558 8656

1 301 715 8592

Webinar ID: 884 1208 2551

International numbers available: <https://us02web.zoom.us/j/88412082551>

A special meeting of the Montrose City Council was held on Monday, July 19, 2021, at 12:00 p.m., or immediately following the City Council work session, in the City Council Chambers of the Elks Civic Building, 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Doug Glaspell, Dave Frank, Barbara Bynum, J. David Reed, Anthony Russo, Matthew Magliaro, William Bell, Ann Morgenthaler, Amy Sharp, Ross Valdez, Mikayla Unruh

CALL TO ORDER

Mayor Doug Glaspell called the special meeting to order at 11:51 a.m.

EXECUTIVE SESSION

At 11:51 a.m., a motion was made by Dave Frank, seconded by Anthony Russo, to enter into an executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a); and the following additional details are provided for identification purposes: property acquisition related to economic development.

RECONVENEMENT AND ADJOURNMENT

The special meeting reconvened at 12:37 p.m.

At 12:38 p.m. a motion was made by Dave Frank, seconded by Anthony Russo, to adjourn with no further action taken. All voted yes. Motion passed.

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

A regular meeting of the Montrose City Council was held on Tuesday, July 20, 2021 at 6:00 p.m. in the City Council Chambers of the Elks Civic Building. Said meeting was posted in accordance with the Sunshine Law. Public participation for this meeting was held in person and via Zoom. The meeting agenda included a Zoom link and phone numbers for public participation.

PRESENT: Dave Frank, Barbara Bynum, J. David Reed, Anthony Russo, Bill Bell, Ann Morgenthaler, Stephen Alcorn, Greg Story, Mikayla Unruh, William Reis, Tim Cox, Blaine Hall, Jim Scheid, Terri Wilcox, Matthew Magliaro, Shani Wittenberg, Ross Valdez, Kendall Cramer, Scott Murphy

ABSENT: Doug Glaspell

GUESTS: Randy White, Caitlyn Switzer, Jessica Northrup, David Fishering, Wayne Quade, Lana Kinsey

CALL TO ORDER

Mayor Pro Tem Dave Frank called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

CALL FOR PUBLIC COMMENT

Randy White expressed concerns regarding traffic safety at the Highway 550 and Chipeta Road intersection and commented on positive interactions with City Councilors and staff.

APPROVAL OF MINUTES

City Council considered the minutes of the July 6, 2021 special meeting and the July 6, 2021 regular City Council meeting.

A motion was made by Barbara Bynum, seconded by J. David Reed, to approve the minutes of the July 6, 2021 special meeting and the July 6, 2021 regular City Council meeting as presented. All voted yes. Motion passed.

RESOLUTION 2021-11

City Council considered Resolution 2021-11, a resolution of the City Council of the City of Montrose, Colorado approving the filing of a grant application with the History Colorado State Historical Fund in order to fund rehabilitation of the Montrose Potato Growers Association building and directing the City Manager and City staff to perform all steps necessary to execute the grant

agreement with History Colorado State Historical Fund and enter into an agreement with High Oasis, LLC upon a grant award.

Community Program Manager Kendall Cramer reported that the grant application process for the current History Colorado State Historical Fund grant is will be highly competitive with roughly 80-90 applications anticipated in the current round.

If awarded, the grant funds will be used to rehabilitate exterior features of the Montrose Potato Growers Association building, including the replacement of decks, doors, and windows and masonry repair. As a private entity, High Oasis LLC must provide a 1 to 1 match or 50% of the total project cost. The total anticipated project cost is \$550,381.00, making High Oasis LLC's contribution \$300,381.00.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Anthony Russo, to adopt Resolution 2021-11 as presented. All voted yes. Motion passed.

YOUTH CITY COUNCIL MANUAL UPDATES

City Council considered updates to the manual for the City of Montrose Youth City Council.

Youth Council Coordinators Mikayla Unruh and Kailey Rhoten presented proposed updates to the Youth City Council manual, including the creation of separate communications and marketing officer positions and the development of an evaluation procedure for the Youth City Council Scholarship Program. Under the revised scholarship program, students would be eligible to earn up to \$500 per term served on the Youth City Council.

A motion was made by Barbara Bynum, seconded by J. David Reed, to approve the updates to the City of Montrose Youth City Council Manual as presented. All voted yes. Motion passed.

ORDINANCE 2546 - SECOND READING

City Council considered Ordinance 2546 on second reading, an Ordinance of the City of Montrose, Colorado repealing Title 6 Chapter 1 Section 19 (6-1-19) only, regarding false identification.

Assistant City Attorney Matthew Magliaro explained that this proposed change to the Municipal Code is an outright repeal, with no replacement language sought. No changes have been made to Ordinance 2546 since its initial presentation at the June 14, 2021 work session.

Public comment was accepted. No comments were received.

A motion was made by Barbara Bynum, seconded by J. David Reed, to adopt Ordinance 2546 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2547 - SECOND READING

City Council considered Ordinance 2547 on second reading, an Ordinance of the City of Montrose,

Colorado, designating the Denver and Rio Grande Depot, 21 N Rio Grande Avenue, Montrose, Colorado, as a City of Montrose Historic Property Pursuant to § 4-15 of the Official Code of the City of Montrose.

Planner I William Reis gave a presentation on the proposed designation of the Denver and Rio Grande Depot on the City of Montrose Historic Register. Mr. Reis explained that the building is eligible for historic designation due to its age, significance to the history of transportation in the region, and architectural style. City Council approved Ordinance 2547 on first reading at the July 6, 2021 City Council meeting. No changes have been made.

Public comment was accepted. No comments were received.

A motion was made by Anthony Russo, seconded by Barbara Bynum, to adopt Ordinance 2547 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2548 - FIRST READING

City Council considered Ordinance 2548 on first reading, an Ordinance of the City of Montrose, Colorado, vacating a portion of Orchard Road within the City of Montrose. A hearing was held.

Planner I William Reis explained that the proposed vacation is being done prior to the next filing of the Water Fall Canyon development. This vacation is necessary to allow final platting, the creation of new residential lots, the dedication of new City streets and parks, and the creation of HOA tracts.

Planner I William Reis recommended approval of Ordinance 2548.

Mayor Pro Tem Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Pro Tem Dave Frank closed the hearing.

A motion was made by Barbara Bynum, seconded by J. David Reed, to pass Ordinance 2548 on first reading as presented. All voted yes. Motion passed.

CERISE PARK WATERLINE BORE CONTRACT AWARD

City Council considered the award of a contract to Ridgway Valley Enterprises in the amount of \$211,200.00 for construction of the Cerise Park Waterline River Bore Project.

City Engineer Scott Murphy provided a proposed contract award for the Cerise Park waterline bore project, explaining that City crews have been working to run a water line from the intersection of Chipeta Road and Shanes Way, along the northern entrance of Cerise Park. This is the final part of a three-part project to increase reliability along the western side of the City's water system and assist with general resiliency in this area. Mr. Murphy noted that four bids were received with significant spread in the proposed costs.

Ridgway Valley Enterprises submitted the low bid for the project and is qualified to perform the necessary work for the bore project in-house.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Barbara Bynum, to award a contract to Ridgway Valley Enterprises in the amount of \$211,200.00 as presented. All voted yes. Motion passed.

STAFF REPORTS

Sales, Use, and Excise Tax Report: Finance Director Shani Wittenberg presented a sales, use, and excise tax report for the month of May 2021. Ms. Wittenberg reported that total sales and use tax collections were up 24.7 percent as compared to May 2020 with a positive budget variance of 32.5 percent. Year-to-date collections were up 25.7 percent with a positive budget variance of 33.1 percent

Public Safety Sales Tax collections were up 31.7 percent as compared to May 2020 and up 32.4 percent year to date, with a positive budget variance of 45 percent. Montrose Recreation District collections were up 22.6 percent as compared to May 2020 and up 25.2 percent year to date.

Total excise tax collections were up 38.7 percent as compared to May 2020 with a positive budget variance of 53.4 percent. Year-to-date collections were up 31.1 percent with a positive budget variance of 36.3 percent. Retail Sales Enhancement collections were up 17.2 percent as compared to May 2020 and up 24.8 percent year to date.

Chief of Police Blaine Hall provided a report on the Montrose Police Department's partnership with Region 10 to assist residents who may need help addressing code enforcement concerns on their property such as weed abatement. Chief Hall noted that the City is currently working on an agreement with Region 10 for shared services and will be creating a brochure for Code Enforcement officers to share with residents when addressing code violations.

COUNCIL COMMENTS

No comments were made.

MOTION TO ADJOURN

At 6:45 p.m., a motion was made by Barbara Bynum to adjourn the meeting with no further action taken.

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Ann Morgenthaler, Deputy City Manager
DATE: August 3, 2021
RE: Mobile Home Park Permit Applications for Cottonwood Mobile Home Park, San Juan Mobile Home Park, and Green Acres Mobile Home Park; Proposed City Financial Contribution to Project

ATTACHMENTS

- Exhibit A: Maps

City Council Consideration:

The City Council is considering the approval of a Mobile Home Park Permit for each of the following three mobile home parks: Cottonwood Mobile Home Park, San Juan Mobile Home Park, and Green Acres Mobile Home Park. The City Council is also considering a request by the applicant for a financial contribution to the project. These applications and the financial request were generally discussed with Council at the July 19, 2021 Council Work Session. City Council indicated support for the request for financial contribution and indicated that an amount larger than \$250,000 would be supported.

Staff recommends approval of the Mobile Home Park Permit applications, and proposes a financial contribution by the City of \$500,00 to the project. This equates to 12% of overall estimated project costs. Elements of the project such as the removal of mobile homes, removal of asbestos, and construction of new water and sewer infrastructure are eligible to be funded with American Rescue Plan funding, and staff proposes Council consider using \$300,000 of American Rescue Plan Funding and \$200,000 of undesignated General Fund reserves for this project.

Applicant: SJGAPARKSPACES LLC and COTTONWOOD MOBILE HOME VILLAGE INC (Property Owner), Rich Dana (Contract Buyer)

Location

- The Cottonwood Mobile Home Park is located at 1601 Locust Road in Montrose, Colorado. Cottonwood Mobile Home Park is 15.57 acres in size.
- The San Juan Mobile Home Park is located at 221 S San Juan Avenue in Montrose, Colorado. San Juan Mobile Home Park is 4.54 acres in size.
- The Green Acres Mobile Home Park is located at 131 S. San Juan Avenue in Montrose, Colorado. Green Acres Mobile Home Park is 3.71 acres in size.

Application Background

The purpose of the Applicant's proposal is to rebuild, repair, replace, and reconfigure three mobile home parks (Cottonwood Mobile Home Park, San Juan Mobile Home Park, and Green Acres Mobile Home Park) to create additional residential units and improve public health and safety for existing and future residents.

Mobile Home Park Permits are required for all mobile home parks within the City of Montrose as stated in Municipal Code, Section 4-12-5. A Mobile Home Park Permit must be approved by the Planning Commission and City Council and meet the criteria in Section 4-12-5 and Section 4-12-6 of the Municipal Code.

All three mobile home parks included in this application are existing and located within the "MHR" Manufactured Housing Residential District. Mobile home parks are a use by right in this zoning district. Although the three mobile home parks have existed for decades, they existed prior to the adoption of the current City regulations, and Mobile Home Park Permits were never obtained for these parks. In order for new units to be added to these existing mobile home parks, including the removal and replacement of dilapidated mobile homes, Mobile Home Park Permits must be obtained. Issuance of a Mobile Home Park Permit will allow the owner to easily remove and replace dilapidated mobile homes and make impactful improvements in the parks.

The application for Mobile Home Park Permits for all three parks as well as associated Variance applications to recognize existing conditions were reviewed by the Planning Commission on June 9, 2021. The Planning Commission approved the Variance applications (Variance applications are not reviewed by City Council) and recommended approval of the Mobile Home Park Permit applications.

Project Scope and Investment

As a condition of obtaining Mobile Home Park Permits, the applicant is committing to a wide scope of infrastructure improvements within the three parks. These improvements are detailed later in this memo in the Application Components section, and include but are not limited to the removal of uninhabitable mobile homes, widening roads to provide emergency vehicle access, installing fire hydrants, installing street lights, rehabilitating park spaces, and installing new water and sewer lines in all three parks.

The owner has obtained bids for all work as detailed in the table below, and has provided bids to the City of Montrose as documentation. The overall investment in the three mobile home parks will be \$4,187,397 - and possibly more, as material costs are currently unpredictable and the scope of the improvements is large. These applications and the financial request were generally discussed with Council at the July 19, 2021 Council Work Session. City Council indicated support for the request for financial contribution and indicated that an amount larger than \$250,000 would be supported.

Staff proposes a financial contribution by the City of \$500,00 to the project. This equates to 12% of overall estimated project costs of \$4,187,397. Elements of the project such as the removal of mobile homes, removal of asbestos, and construction of new water and sewer infrastructure are eligible to be funded with American Rescue Plan funding, and staff proposes Council consider using \$300,000 of American Rescue Plan Funding and \$200,000 of undesignated General Fund reserves for this project. Staff proposes that the City could pay contractors for all or a portion of the asbestos abatement (which totals \$419,250), new water lines (\$446,795), or for a combination of other work such as the demolition of structures (totalling \$229,500) and new street lights (totalling \$63,536). General Fund undesignated fund balance could be used for this purpose, as could TIF funding from former DDA funds due to the fact that these project components remove blight.

Capital Improvement Summary:	
Planning / Development / Due Diligence	\$127,297
Obtaining Vacant Trailer Titles (Legal Pre-Demo)	\$13,620
Trash Removal / Rolls Off's / Dump Fees	\$63,500
Rehabilitation of 2 existing stick built SH homes to remain	\$47,080
Tree Trimming / Removal**	\$93,200
New Trees	\$4,500
Roof Sealing on Trailers	\$24,140
Asbestos Abatement	\$419,250
Demolition (44 Mobile Homes & 11 stick-built units)	\$229,500
New Water Lines	\$446,795
New Sewer Lines	\$830,880
Fire Lines / Hydrants	\$255,949
Water/Sewer Draft and design (Civil Engineering)	\$62,600
Construction and Observation (Civil Engineering)	\$122,080
Develop New Pads	\$44,800
New Bollards	\$71,250

New Street Lighting	\$63,536
Drive though "cut off" gates	\$2,700
New Gas Line (San Juan MHP)**	\$87,000
New / Update Neighborhood Parks	\$228,410
Park Entrance / Signage / Relocate Mail Kiosk	\$22,400
Paving / Parking	\$926,910
Total Capital Improvements	\$4,187,397
** Estimates only, waiting on final bids or Re-bids due to price increases	

Application Components

The Mobile Home Park Permit applications propose and commit to the following modifications within the mobile home parks. Improvements such as new water and sewer lines, widened access, removal of debris, demolition of uninhabitable mobile homes and rehabilitation of parks will greatly benefit current and future residents of the mobile home parks, as well as neighbors. Removing blight and increasing safety and wellbeing in these neighborhoods benefits the entire Montrose community. After infrastructure improvements are made in the mobile home parks, the applicant will have the ability to place new/additional mobile homes in the park, which will increase the number of housing units in the City of Montrose.

a. Unit Details - Cottonwood Mobile Home Park:

- i. Maximum of 112 mobile home residential units allowed
- ii. One existing single family home allowed which shall be rehabilitated as part of this application
- iii. Demolition/removal of 19 existing mobile homes

b. Unit Details - Green Acres Mobile Home Park:

- i. Maximum of 39 mobile home residential units allowed
- ii. Demolition/removal of 16 existing mobile homes
- iii. Green Acres currently has 44 pads. A total of 5 pads will be permanently vacated (reducing this park to 39 pads), including 3 pads for a new park and 2 additional pads to create a road through the rear, connecting Green Acres with San Juan for improved emergency access from multiple directions.

c. Unit Details - San Juan Mobile Home Park:

- i. Maximum of 41 mobile home residential units allowed
- ii. Demolition/removal of 5 mobile homes
- iii. One existing single family home allowed which shall be rehabilitated as part of this application
- iv. Demolition of two cottages and two apartment structures containing a total of nine apartment units within the San Juan Mobile Home Park due to environmental and building safety concerns. These four structures are

beyond the scope of any reasonable repair. The applicant proposes to replace the vacated pads and demolished units (5 vacated pads in Green Acres and 11 units in San Juan for a total 16 units) with 12 new units/pads as shown on the site plan.

- d. **Additional Unit Details:** Applicant shall remediate asbestos from vacant trailers and fixed structures which are to be demolished. Proposal includes a combined reduction of 5 total units (in all 3 parks) from 201 pads/units to 196 pads/units. Future removal and replacement of mobile homes will be allowed. Duplexes may be placed instead of single units, in which case a duplex would count towards two of the maximum number of residential units allowed.
- e. **General Park Maintenance:** The following improvements and maintenance activities within the parks shall be completed as part of this application and shall be a requirement of ongoing maintenance of the park in order to comply with the conditions of this permit:
 - i. Create and enforce new mobile home park rules related to parking and conduct.
 - ii. Remove all trash and debris and enforce no littering/dumping rules.
 - iii. Remove all vacant cars and enforce non-operating/abandoned car rules.
 - iv. Obtain titles, if possible, to all abandoned trailers to be demolished.
 - v. Trim and remove trees as necessary.
 - vi. Improve landscaping and signage at designated mobile home park entrances.
 - vii. Improved landscaping at designated park entrances and improved, new signage.
- f. **Drainage:** Improve drainage problem areas in the park (if any) with the potential to cause property damage during a precipitation event.
- g. **Lighting:** Add at least one street light at the intersection of all roadways within the park. Lighting cut sheets will be required before placement to ensure they meet City requirements.
 - i. Cottonwood MHP - 11 new street lights
 - ii. San Juan MHP - 4 new street lights
 - iii. Green Acres MHP - 3 new street lights
- h. **Fire Hydrants:** Fire hydrants will be placed as necessary to meet requirements of applicable fire codes.
 - i. Three new fire hydrants will be installed at the Cottonwood Mobile Home Park.
 - ii. One new fire hydrant will be installed at the Green Acres Mobile Home Park.
 - iii. One new fire hydrant will be installed at the San Juan Mobile Home Park.
- i. **Tiny Homes:** Tiny homes not on wheels and meeting all applicable building code requirements may be substituted for manufactured/mobile homes.

- j. **Lot Fees:** The applicant shall maintain for a period of two years the current lot fee regime for existing mobile home owners and tenants who continuously occupy their units during such period.
- k. **Parks:** Reconstruction of two existing green spaces/community parks (one in Cottonwood, one in San Juan), and create a new pocket park in Green Acres (see site plan). Improvements shall include a combination of elements that may include at least one of the following: new covered gathering space, landscaping, grass, shade trees, or play structures.
- l. **Road, Emergency Access, and Parking Improvements:** Widening and reconfiguring existing roads to provide emergency access. Paving all roads to eliminate potholes, water pooling, cracks, and trip hazards in all parks within three years of issuance of a Mobile Home Permit. Creation of parking enforcement program to ensure emergency access is maintained. Elimination of specific pads to create better emergency access and improved traffic flow (3 in Cottonwood and 2 in Green Acres).
- m. **Water and Sewer Improvements:** Installation of new water and sewer service in all parks.
- n. **Landscaping:** Removal of trees that pose health, safety, and welfare dangers including those that are infringing on structures.
- o. **Additional and Accessory Structures:** As future improvements are made to mobile homes, the applicant proposes that the footprints for decks, carports, and other unenclosed additions, as well as total replacements of mobile homes should be allowed if such improvements comply with the proposed guidelines. The applicant commits to make reasonable efforts to minimize the number of decks, carports or other unenclosed additions, and where such structures are replaced, to ensure that they are installed so as not to violate the proposed guidelines. New enclosed additions to mobile homes will not be allowed. The applicant and staff have the common understanding that existing enclosed additions and structures, such as sheds and additional living space will not be required to be removed unless and until the associated residence is removed. Such structures are not “grandfathered” and thus cannot be replaced or rebuilt.

Municipal Code Requirements and Conditions - Mobile Home Park Permits

The City’s Mobile Home Park Permit design criteria, found in Municipal Code Section 4-12-6, are geared towards requirements for new mobile home parks. It is not practical or feasible for these existing mobile home parks to comply with all of the criteria. The Planning Commission approved Variances to criteria such as the minimum size of the parks, the minimum mobile home space size, and minimum front setbacks. City Council does not review Variances, but it is important for Council to know that these Variances were approved as part of the application process. The Planning Commission recommended approval to City Council of the Mobile Home Park Permit applications with the following additional conditions. If Council approves these applications with

the conditions below, the conditions and commitments of this application will be documented via a Mobile Home Park Permit and Development Agreement document signed by the applicant and the City of Montrose.

Conditions:

1. **Civil Plans:** Civil plans for all improvements shall be submitted prior to issuance of the Mobile Home Park Permit, and may occur no later than one year after City Council approval of the Mobile Home Park permit. If this condition is not met, the approval shall be void.

The civil plans shall be prepared and stamped by a Colorado-registered professional engineer and approved by the City of Montrose and Montrose Fire Protection District prior to implementation. Once civil plans are approved, the City shall be notified and allowed access for inspection of infrastructure improvements during construction to ensure compliance with the approved plans and applicable codes. Unless approved otherwise, all infrastructure improvements shall be designed and constructed per the City's engineering standards, international plumbing codes, and applicable fire codes. Specifically as it relates to "wet" infrastructure, the Owner will be obligated to meet city engineering standards for public mains only. The private service and distribution within the Parks will be governed by the standards in the international plumbing code.

Unless agreed upon otherwise in writing with the City, new building permits within the park shall not be issued prior to completion and City approval of the infrastructure improvements listed below.

2. **Demolition & Removal of Existing Mobile Homes and Ongoing Maintenance of Mobile Homes:** Owner shall remove all uninhabitable mobile homes currently located on premises and designated for removal as part of this application within two years of issuance of the Mobile Home Park Permit, or this permit shall be void. Installation of new mobile homes may not occur until this is complete. Uninhabitable shall mean those homes which are designated for removal as part of this application.

In the future after the term and work described is complete and in order to ensure ongoing health safety, and welfare, any mobile home that does not comply with the Municipal Code Section 4-9, Housing Code and Section 4-1-10, Housing Maintenance, and other applicable regulations must be promptly removed. This shall include, but is not limited to, any mobile home that has been the subject of trespass/squatting or is in violation of any other State or Federal Regulations.

- a. **Demolition and Removal:** The property owner will maintain discretion as to which mobile homes and accessory structures shall be removed, or rehabilitated, or maintained as-is. Notwithstanding the foregoing, the owner shall be obligated to remove or remediate such mobile homes or accessory structures in cases where

applicable law related to minimum habitability standards requires removal or remediation.

- b. **Ongoing Maintenance:** All mobile homes shall be maintained in accordance with the City of Montrose Municipal Code, including but not limited to, Municipal Code Chapter 4-9, Housing Code, and applicable State or Federal Regulations, except in cases where requirements are varied pursuant to approval of this application. Where any construction is to take place, such construction shall be in accordance with Section 4-12-11 of the Montrose Code of Ordinances, excepting in cases where such requirements are waived or varied pursuant to approval of this application. Failure to comply with this condition will result in legal action pursuant to Montrose Municipal Code 4-9-10, Offenses.
3. **Infrastructure Improvements:** Permittee shall be required to perform the following infrastructure improvements before the issuance of any new building permits including the installation of any new or replacement mobile homes: water and sewer distribution network, improvements to roadway network to provide for emergency access, drainage, lighting, fire hydrants, and park improvements. The infrastructure improvements must be completed within two years of issuance of the Mobile Home Park Permit. Paving of the roads shall occur within three years of issuance of the Mobile Home Park Permit. If the improvements are not completed within this timeframe, the mobile home permit will become void. The two vacant stick-built homes can be renovated and rented out prior to completion of infrastructure improvements.
- a. **Water Distribution Network:** A new water distribution network within the park consisting of the following:
 - i. A new metered connection (single master meter) to a public water main and new distribution/service lines to each unit within the park. The distribution network downstream of the master meter shall be considered private.
 - ii. A looped public main with fire hydrants situated per applicable codes. The public mains shall include 15' public utility easements and shall be sized as necessary to achieve required fire flows (6" minimum).
 - b. **Sewer Distribution Network:** A sewer distribution network consisting of new distribution/service lines to each unit within the park. The distribution network within the park shall be considered private and will join existing public sewer mains outside of the park with a manhole connection.
 - c. **Park Improvements:** Reconstruction and creation of parks as proposed in this application shall be completed before installation of any new mobile homes. In lieu of this requirement, a surety in an amount equal to the cost of unfinished park improvements shall be provided by the applicant to the City. Such surety will be returned to the applicant once park improvements are complete. City may, at its discretion, use the surety to complete park improvements upon coordination

with applicant.

- d. **FEMA Floodplain:** Any new building permits on lots within the FEMA floodplain will need to meet current floodplain regulations. New mobile homes within flood zones shall be installed using methods and practices which minimize flood damage and in accordance with applicable regulations, as applicable. Where possible, mobile homes shall be located outside of flood zone. For the purposes of this requirement, mobile homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Existing mobile homes within flood zone to remain as is. Applicability to be verified upon further surveying of flood plain and proposed mobile home spaces.
- e. **General Improvements:** The required improvements listed above are provided on the assumption that existing infrastructure within the park cannot meet modern sanitary and safety standards. Required improvements may be waived if it can be demonstrated that existing infrastructure is capable of meeting applicable standards in this regard.

City Council Motions

City Council will make one motion to approve a financial contribution to the project, and will make separate motions to approve each of the three Mobile Home Park permit applications.

FINANCIAL CONTRIBUTION MOTION

"I hereby make a motion to approve a financial contribution to the rehabilitation of Cottonwood, San Juan, and Green Acres mobile home parks in the amount of \$_____. Such financial contributions will be paid directly to contractors for completed work components such as the removal of uninhabitable mobile homes, the removal of asbestos, and the installation of new water and service lines. Funding shall be allocated \$_____ from General Fund Reserves and \$_____ from American Rescue Plan funding."

COTTONWOOD MOBILE HOME PARK MOTION

"I hereby make a motion to approve the Mobile Home Park Permit request for Cottonwood Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report."

SAN JUAN MOBILE HOME PARK MOTION

"I hereby make a motion to approve the Mobile Home Park Permit request for San Juan Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as

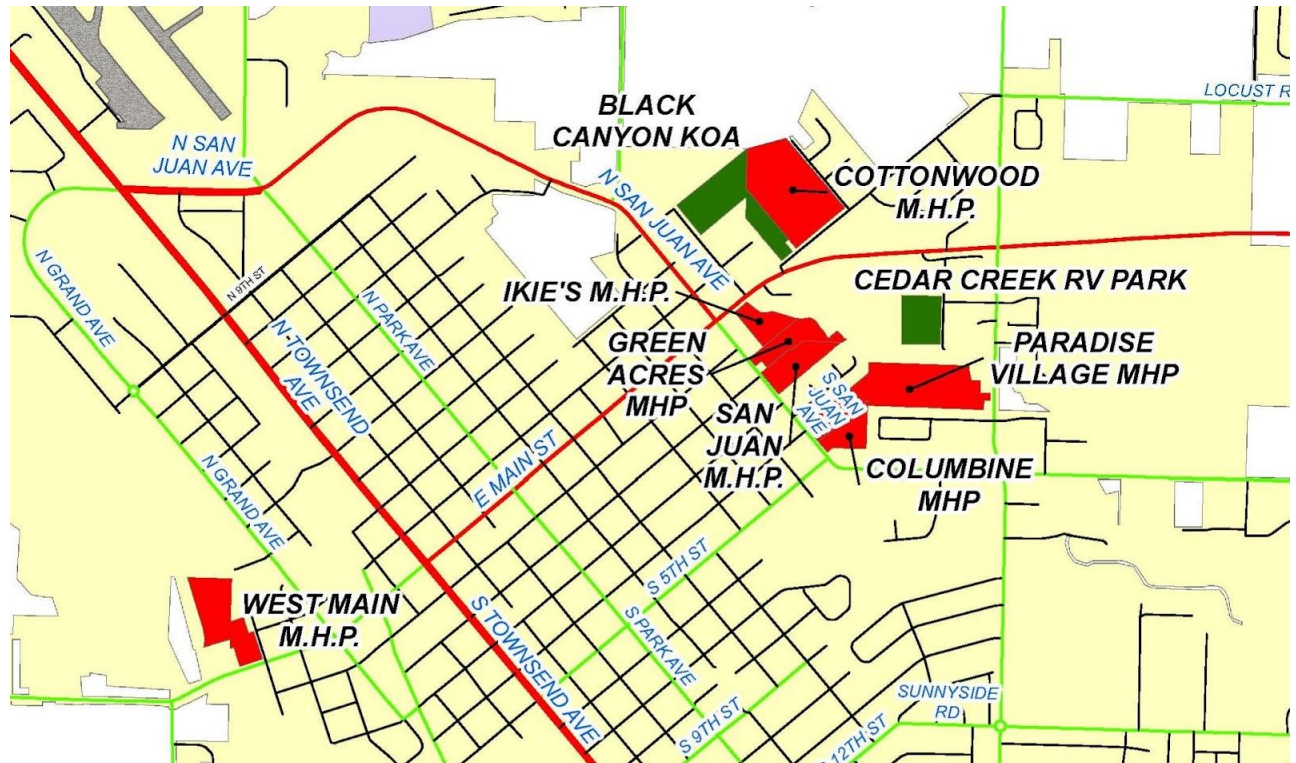
detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.”

GREEN ACRES MOBILE HOME PARK

City Council Motion Alternatives – Green Acres Mobile Home Park Permit:

“I hereby make a motion to approve the Mobile Home Park Permit request for Green Acres Mobile Home Park as detailed in this staff report, with the Mobile Home Park Permit Conditions #1-3 as detailed in this staff report, and with the associated variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.”

EXHIBIT A: Maps
Vicinity Map





Cottonwood Mobile Home Park



1510 Zania Avenue #103
Boulder, CO 80304
tel: 303.443.3629
hello@caddispc.com
www.caddispc.com

Cottonwood

1601 Locust Rd,
Montrose, CO 81401

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Full Size 0" 1" 2"

Date: 05.17.2021

Project: 2101

Archive:

Plot Date: 5/17/2021 1:57:53 PM

Revisions:

Rev#	Date	Description
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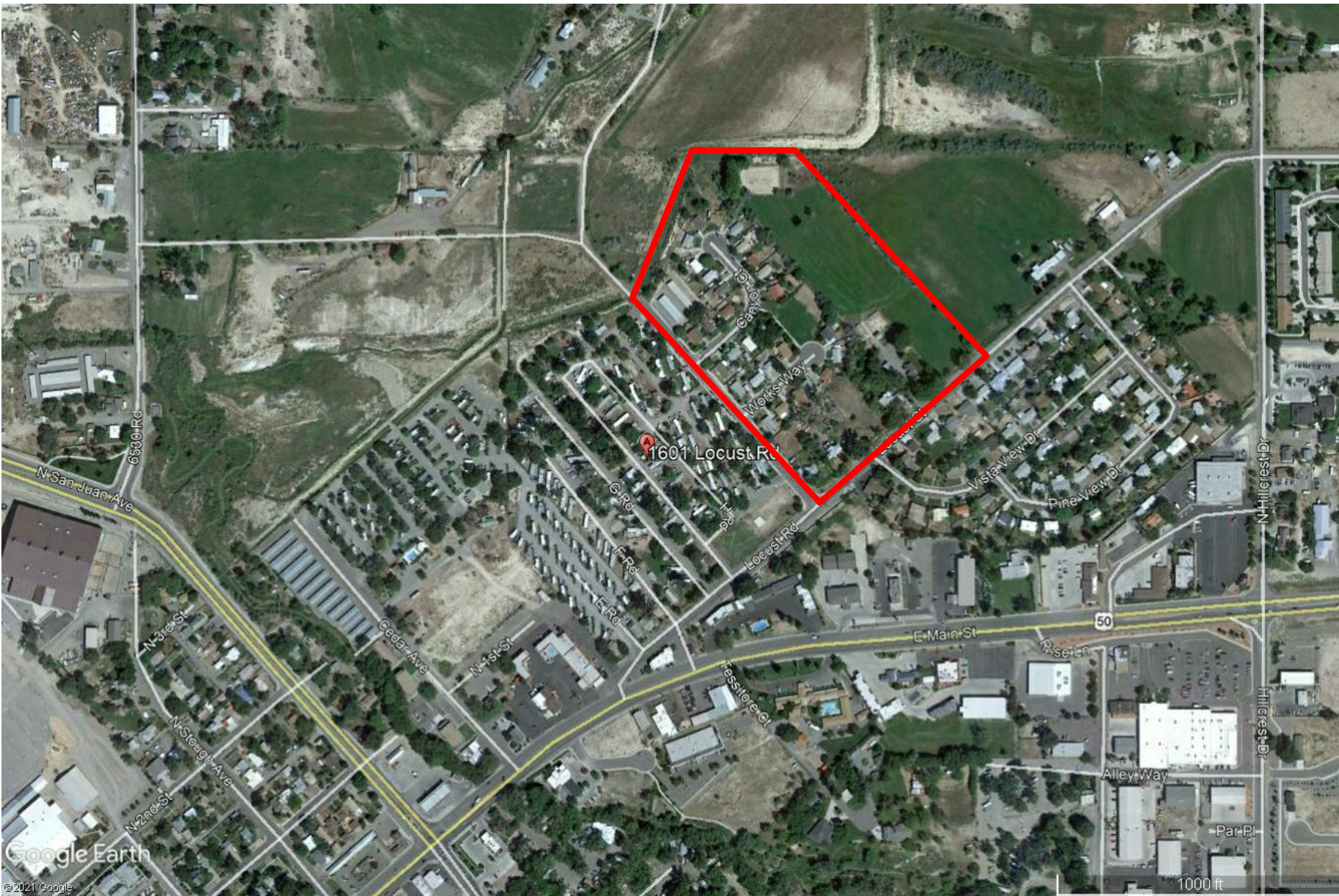
MOBILE HOME PARK AND VARIANCE APPLICATION

ARCHITECTURAL SITE PLAN

A101

Legal Description:
Parcel 1: Part of Lots 11 and 12 in Belvedere Heights Subdivision, described as beginning at the Southeast corner of Lot 12 said Belvedere Heights Subdivision, thence Southwesterly along line of East main Street 167 feet; thence at right angles with Northerly line of Main Street and in a Northwesterly direction parallel to Pearl Avenue to West line of SW1/4SE1/4, Section 22, Township 49 North, Range 9 West, New Mexico Principal Meridian; thence North to Northeast corner of Lot 11 of said Belvedere Heights Subdivision; thence Southeasterly to Place of Beginning. All of the above described property is now a part of the Vista View Addition to the City of Montrose, Colorado. All of the Calhoun-Fellin Addition to the City of Montrose Colorado. County of Montrose, State of Colorado.

Parcel 2: That portion of Pearl Avenue adjoining Parcel 1 above as described in the Quit Claim Deed recorded November 20, 1972 in Book 595 at Page 866 and as described in the Treasurer's Deed recorded May 29, 2019 at Reception No. 909480 in the office of the Clerk and Recorder of Montrose County, Colorado, County of Montrose, State of Colorado.



Vicinity Map

NOTES:

- THIS DRAWING IS MEANT FOR **DIAGRAMATIC PURPOSES ONLY** - OUTLINE OF MOBILE HOME SPACES AND EXISTING ELEMENTS MUST BE SURVEYED AND CONFIRMED FOR LOCATIONS, DIMENSIONS, AND AREAS.
- (N) FIRE HYDRANTS SHALL BE LOCATED AS NECESSARY TO MEET REQUIREMENTS OF APPLICABLE FIRE CODES. APPROX 3 (N) FIRE HYDRANTS WILL BE NEEDED FOR COTTONWOOD SITE, LOCATION TBD.
- (N) STREET LIGHTS WILL BE PROVIDED AS NECESSARY PER CODE. APPROX 11 (N) STREET LIGHTS WILL BE NEEDED FOR COTTONWOOD SITE, PROPOSED LOCATION TBD. EXISTING STREET LIGHTS TO BE LOCATED, AS APPLICABLE.
- A MINIMUM OF TWO OFF-STREET PARKING SPACES PER MOBILE HOME SPACE SHALL BE PROVIDED. ADDITIONAL OFF-STREET PARKING WILL BE PROVIDED TO ENCOURAGE OFF-STREET PARKING AND IMPROVE EMERGENCY ACCESS.
- NEW WATER AND SEWER LINES WILL BE PROVIDED. ROADS TO BE REPAVED. NO NEW FLOOD CONTROL ELEMENTS, VALLEY PADS, AND SIDEWALKS. THE APPLICATION PROVIDES FOR COMPLIANCE WITH STATE REGULATIONS AND CITY CODE IN ALL AREAS EXCEPT WHERE VARIANCES ARE BEING REQUESTED DUE TO EXISTING CONDITIONS. REFER TO WRITTEN STATEMENT FOR FURTHER INFORMATION ON REQUESTED VARIANCES.
- REFER TO SURVEY FOR LOCATIONS OF EXISTING UTILITIES EASEMENTS.

COTTONWOOD
PROPERTY INFORMATION

Address: 1601 Locust Rd, Montrose, CO 81401

Park Acreage: 15.57 acres (678,298 sf)
Zoning: MHR - Mobile Home Residential

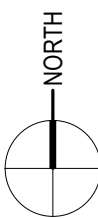
Mobile Home Spaces:	
Existing (Exiting MH):	74
Vacant (Existing Pad):	17
Demolished (Demo MH):	19
Proposed:	2
Total:	112

Calculations:
% of Each Space that is Irrigated Lawn:
Not enough information at this time for calc

% of Park that is Common Park or Open Space:
~27,715sf / 678,298sf = ~4.1%

0 30 60

1 Site Plan
1" = 60'-0"





Mobile Home Park and Variance Application

5.17.2021



COTTONWOOD

Address: 1601 Locust Rd, Montrose, CO 81401
Park Acreage: 15.57 acres (678,298 sf)
Zoning: MHR - Mobile Home Residential

GREEN ACRES

Address: 131 S San Juan Ave, Montrose, CO 81401
Park Acreage: 3.71 acres (161,527 sf)
Zoning: MHR - Mobile Home Residential

SAN JUAN

Address: 221 S San Juan Ave, Montrose, CO 81401
Park Acreage: 4.54 acres (197,703 sf)
Zoning: MHR - Mobile Home Residential

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3	Variances Requested	20
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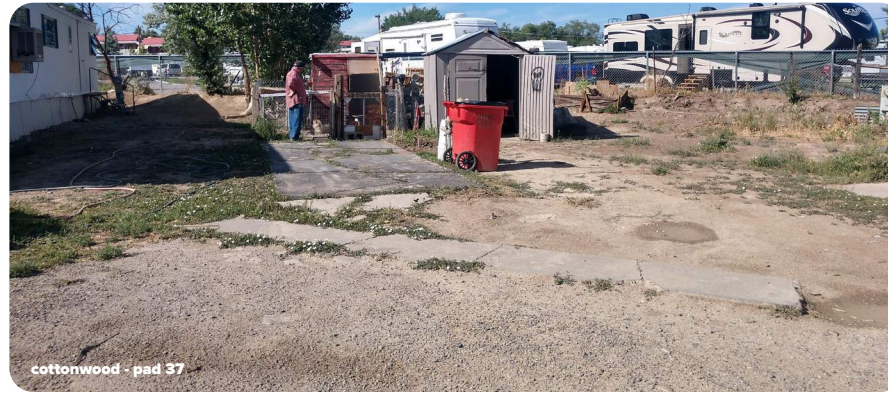
1

Park Challenges + Issues

1. Failing Water Services: The original galvanized piping is corroded, rusted and failing. There is limited to no water available when multiple residents are using water simultaneously.

2. Failing Sewer Services: The original Orangeburg piping is failing and far beyond its useful life. Failures occur on a regular basis, leaving residents without sewer services until substantial repairs can be completed. Sewage has been discovered pooling on the surface at times.

3. Failing Road Surface: The asphalt is failing and beyond its useful life. Numerous potholes, water pooling, cracks and trip hazards exists through the parks.



4. Poor Emergency Access:

Access: The parks have poor street configurations with limited travel routes and no designated parking – residents park haphazardly, preventing emergency vehicles from traveling through streets.



5. No Fire Hydrants:

No hydrants current exist in the parks.

6. No Overhead Lighting:

No street lights current exist in the parks.

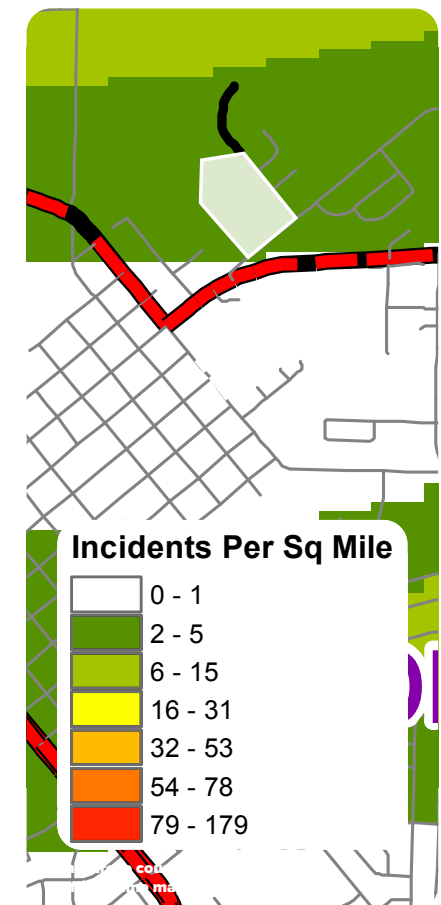
7. 58 Abandoned Trailers, Houses and Apartments:

Most in substantial states of disrepair and need to be removed from the parks (or in a few circumstances, possibly rehabilitated). 47 abandoned trailers, 2 small single-family homes and 9 apartments.

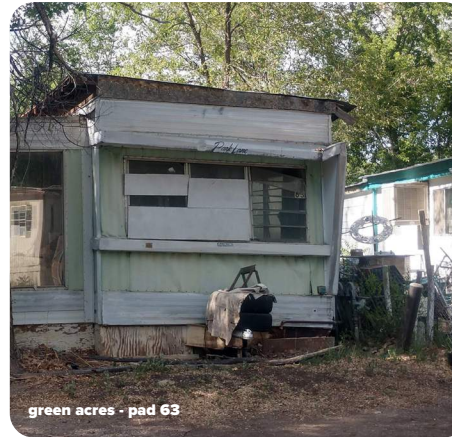


8. Hazardous Building Materials: Hazardous building materials such as asbestos are present in some units and must be removed and disposed of properly.

9. Crime: Primarily individuals squatting in abandoned units, although more serious crimes have occurred in these parks.



10. Blighted:



11. Graffiti:



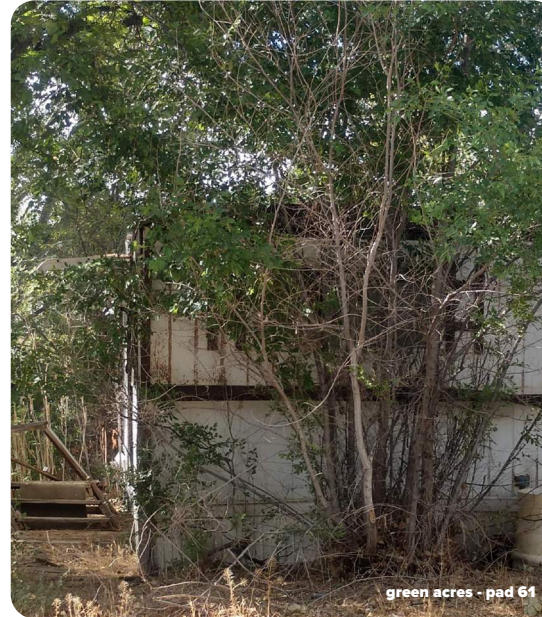
12. Trash Piles:



13. Abandoned and Non-Functioning Vehicles:

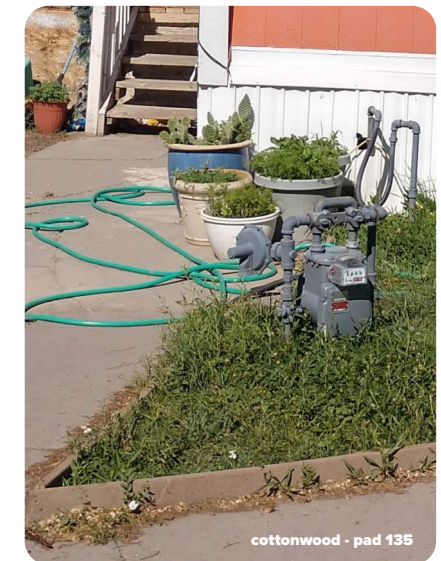


14. Overgrown and Dead Trees:



15. Exposed Gas Meters:

These gas meters lack bollards (protective posts) and are hit by cars on a regular basis, requiring regular calls to emergency services.



16. Dilapidated Community Parks: Community parks are mostly weeds, not irrigated, and in need of a complete makeover.

Existing park in Cottonwood



Existing park in San Juan



17. Community and Park Resident Complaints: These parks and the negative impacts on both the current residents and overall community are a significant concern to Montrose.

2

Proposed Improvements + Modifications

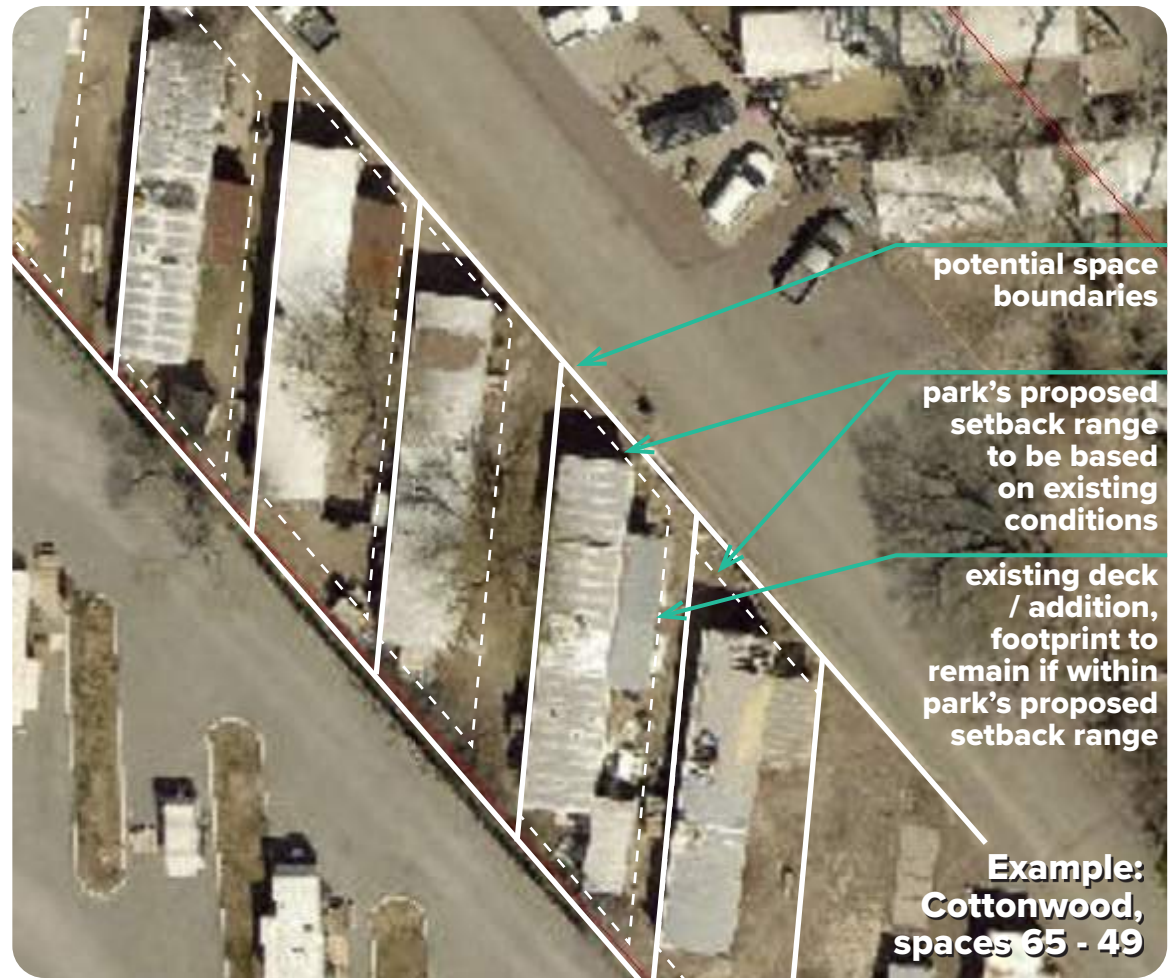
Setbacks:

The mobile home lots are generally much smaller than is allowed pursuant to the current Montrose Code of Ordinances. One impact of this is that very few, if any, of the mobile homes meet the Code related to the setback requirements therein.

The applicant proposes to provide a range, specific to each park, delineating the existing minimum and maximum setbacks for the front, rear, and side yards of the units. The back of each mobile home is assumed to be a zero-setback mobile space boundary, with each mobile home's main yard on the other side.

As future improvements are made to mobile homes, the applicant proposes that the footprints for decks or other additions as well as total replacements of mobile homes should be allowed if such improvements are within the specified range for the particular park.

The applicant commits to make reasonable efforts to minimize the number of decks or other additions, and where such accessory structures are replaced, to ensure that they are installed so as not to violate the minimum setback established for that particular park.

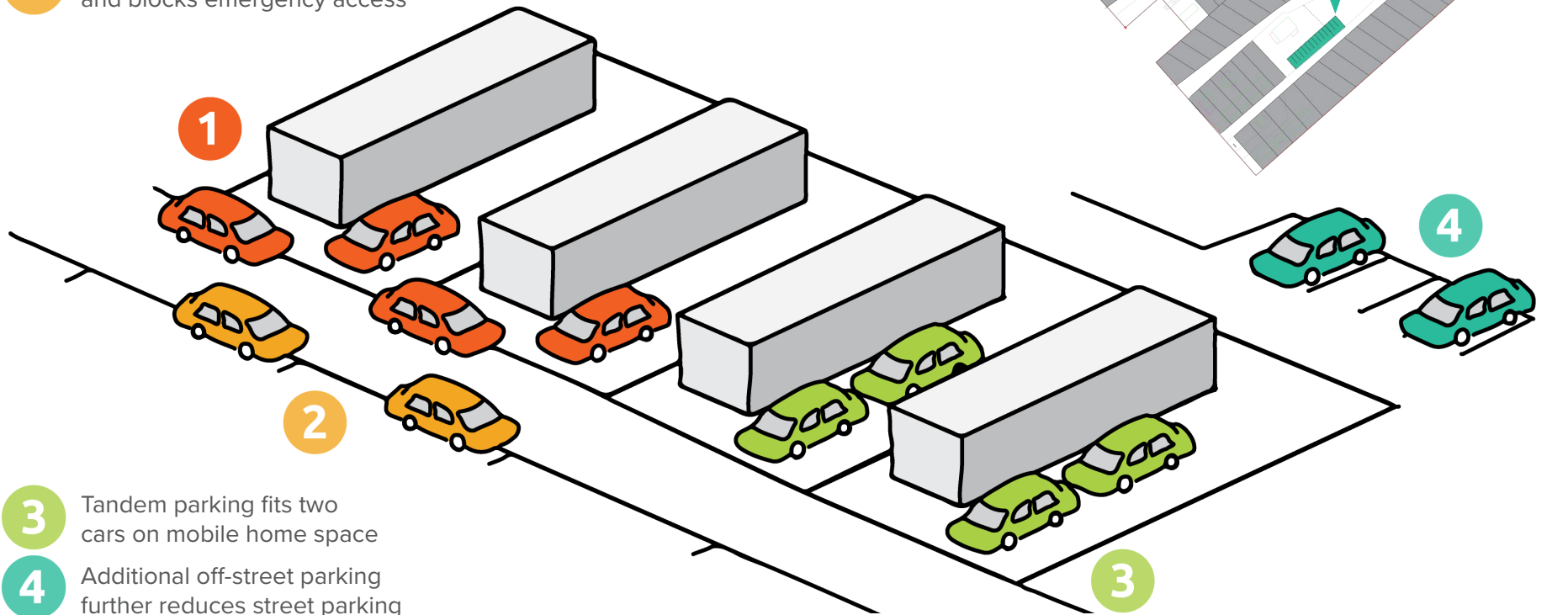


Tandem Parking:

Where a tandem parking arrangement is possible to reduce parking on the street, the applicant proposes that such a parking arrangement be allowed and both spaces be counted.

The applicant commits to enforce the requirement that no parking be allowed in the streets currently identified as problematic. Additional off-pad parking will be added, however, variance is requested to allow applicant to provide less than 2 parking spaces per mobile home space.

- 1 Single parking space encourages street parking
- 2 Street parking crowds street-way and blocks emergency access



Parking Enforcement:

To ensure that emergency access is maintained, “No Parking” signs shall be installed at appropriate locations on streets, parking spaces shall be designated through striping and signage, and park and management will perform sweeps of the streets and enforce the parking regulations. Enforcement procedures shall include notices, ticketing, and where necessary, towing via contractual agreements with local towing companies.



Streetscape And Drainage:

The applicant's plans to improve the streetscape shall include repaving and new landscaping. No additional drainage over and above the existing condition shall be conveyed onto any adjacent property.

Lighting:

The lighting plan shall meet a reasonable illumination standard, focusing on lighting the intersections and within the parks.

Owner's Discretion Regarding Demolition Of Structures:

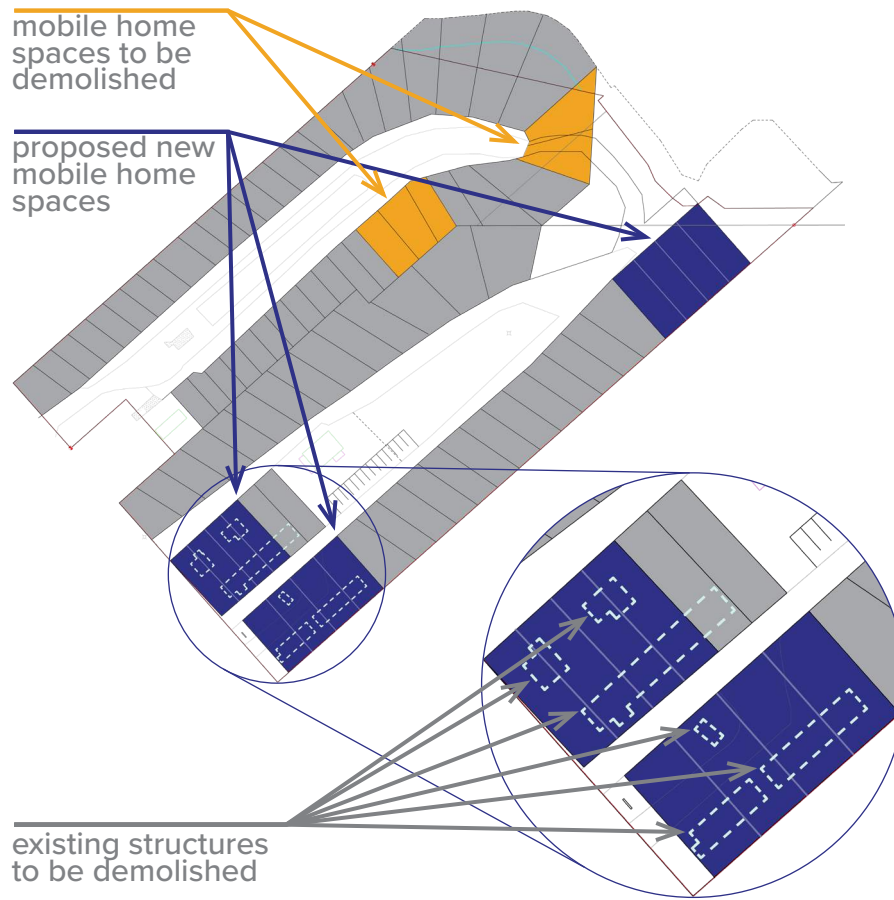
The property owner proposes to maintain discretion as to which mobile homes and accessory structures shall be removed, or rehabilitated, or maintained as-is. Notwithstanding the foregoing, the owner shall be obligated to remove or remediate such mobile homes or accessory structures in cases where applicable law related to minimum habitability standards requires removal or remediation.

Replacement Of Vacant Mobile Homes:

Within two years, any vacant mobile home which is deemed to violate minimum habitability standards to the extent that the cost of repair exceeds 50% of the cost of replacing the mobile home, shall be replaced.

Demolition And Replacement Of Fixed Structures:

The Project also involves the demolition of two apartment structures containing a total of 9 apartment units, as well as two cottages within the San Juan park, due to environmental and building safety concerns. These structures are beyond the scope of any reasonable repair. The applicant proposes to replace each of the to-be-demolished 11 units and the five vacated pads in the adjacent Green Acres park for a pocket park and rear street loop, 16 in all, with 12 mobile home units, as shown below.



The Project also involves vacating three mobile home pads for better emergency access through the Cottonwood park. The applicant proposes to replace the 3 vacated pads, with 2 new pads as shown below.



Tiny Homes:

The applicant proposes that tiny homes not on wheels be allowed to be substituted for manufactured/mobile homes. Tiny homes have a similar footprint to mobile homes, and can be an incentive for people to move into the parks, lowering the vacancy rates and promoting a more vibrant and active community. To the right are examples of the various styles and orientations tiny homes can come in.



Lot Fees Stable For Two Years:

The applicant shall maintain for a period of two years the current lot fee regime for existing mobile home owners and tenants who continuously occupy their units during such period.

Partnering with Social Services:

The applicant wishes to partner with local social services, such as addiction help services, to best help residents who may currently not have access to these programs.

Working with Law Enforcement:

Along with encouraging a more vibrant community with “eyes on the street,” the applicant also wishes to work with local law enforcement and the DEA office, in order to create a safer environment.

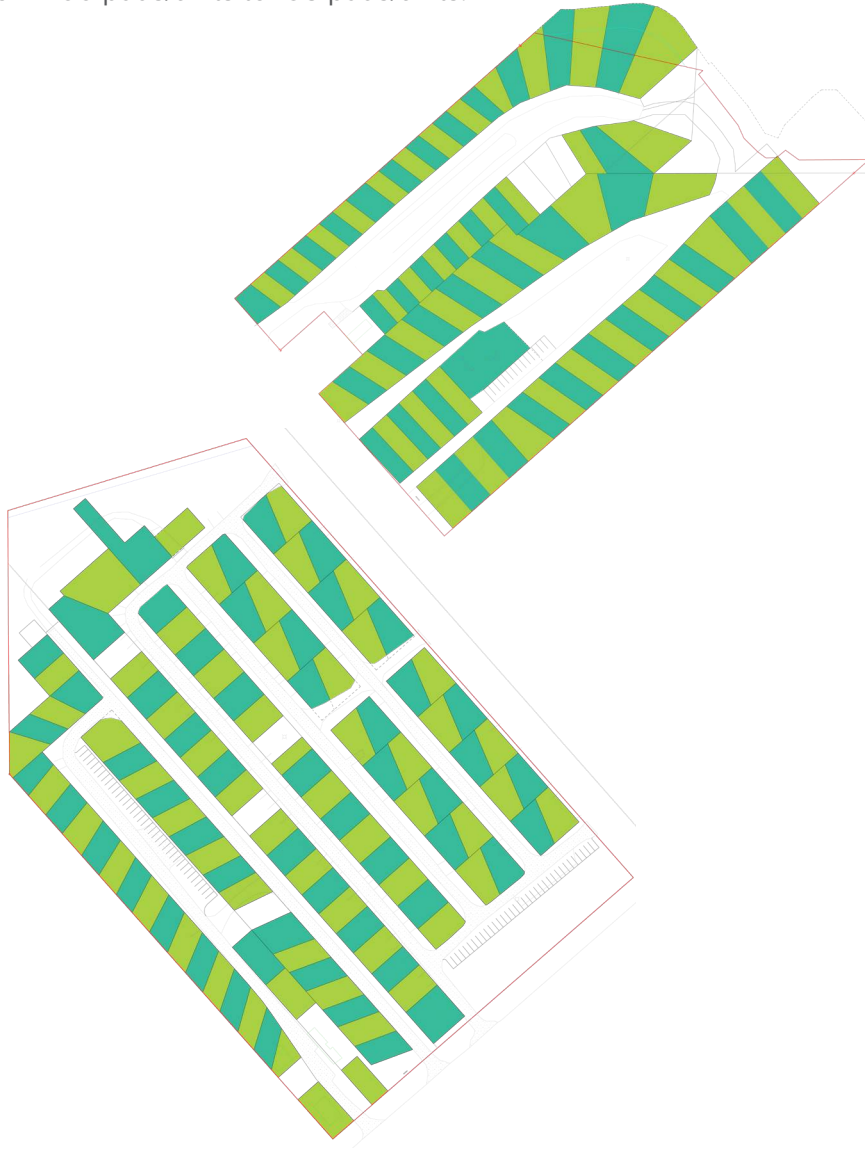
Code Compliance:

The mobile home parks subject to this application shall be maintained in accordance with Section 4-12-9 of the Montrose Code of Ordinances, excepting in cases where such requirements are waived or varied pursuant to approval of this application. Where any construction is to take place, such construction shall be in accordance with Section 4-12-11 of the Montrose Code of Ordinances, excepting in cases where such requirements are waived or varied pursuant to approval of this application.

The applicant is not planning to fire sprinkle the parks, but proposed changes will greatly improve existing conditions and safety.

Number Of Units:

Proposal includes a combined reduction of 5 total units (in all 3 parks) from 200 pads/units to 195 pads/units.



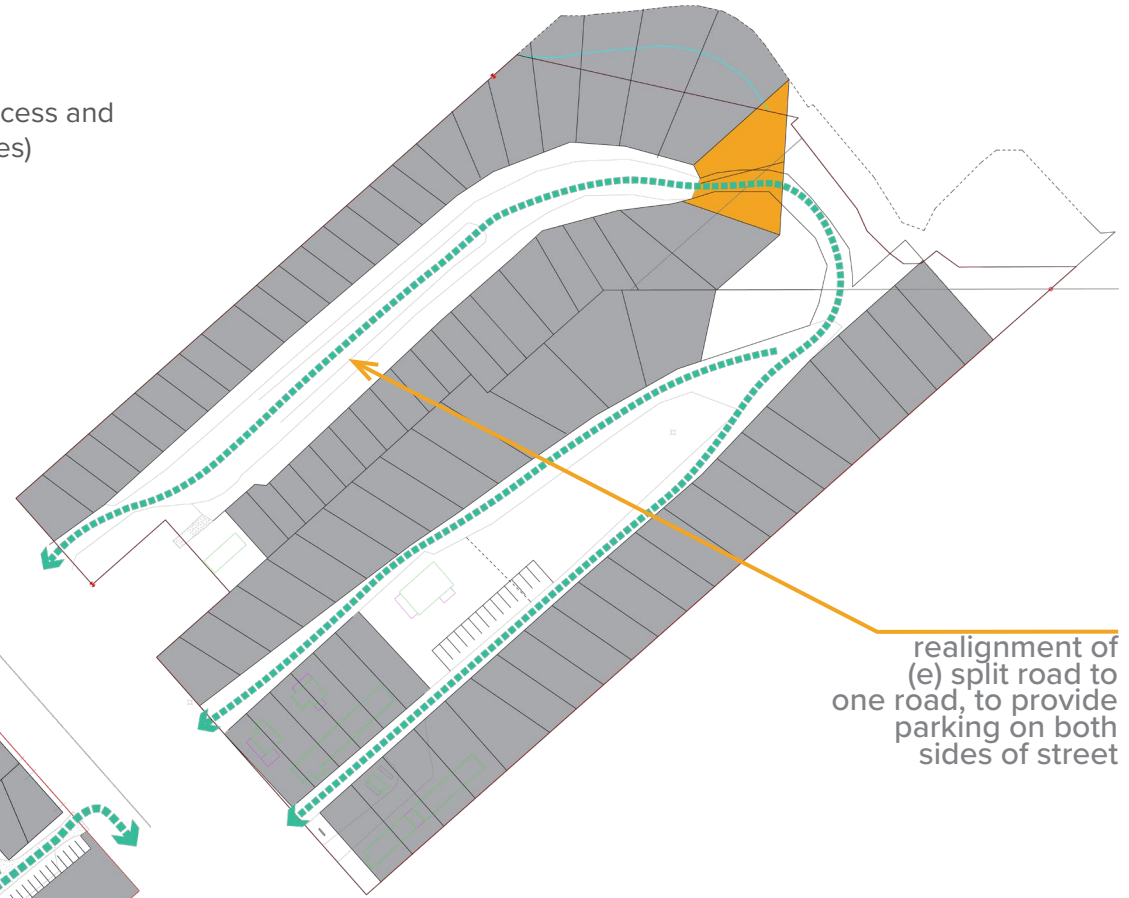
Rehabilitation:

Rehabilitation of 2 single family homes to be rented



Emergency Access:

Elimination of specific pads to create better emergency access and improved traffic flow (3 in Cottonwood and 2 in Green Acres)



realignment of
(e) split road to
one road, to provide
parking on both
sides of street

Entries:

Improved / landscaped at designated park entrances, and improved / new signage

Parks:

The applicant proposes improvements and updates to the 2 existing community parks, along with elimination of specific pads for the creation of a pocket park in Green Acres (Top half of SJGA map)

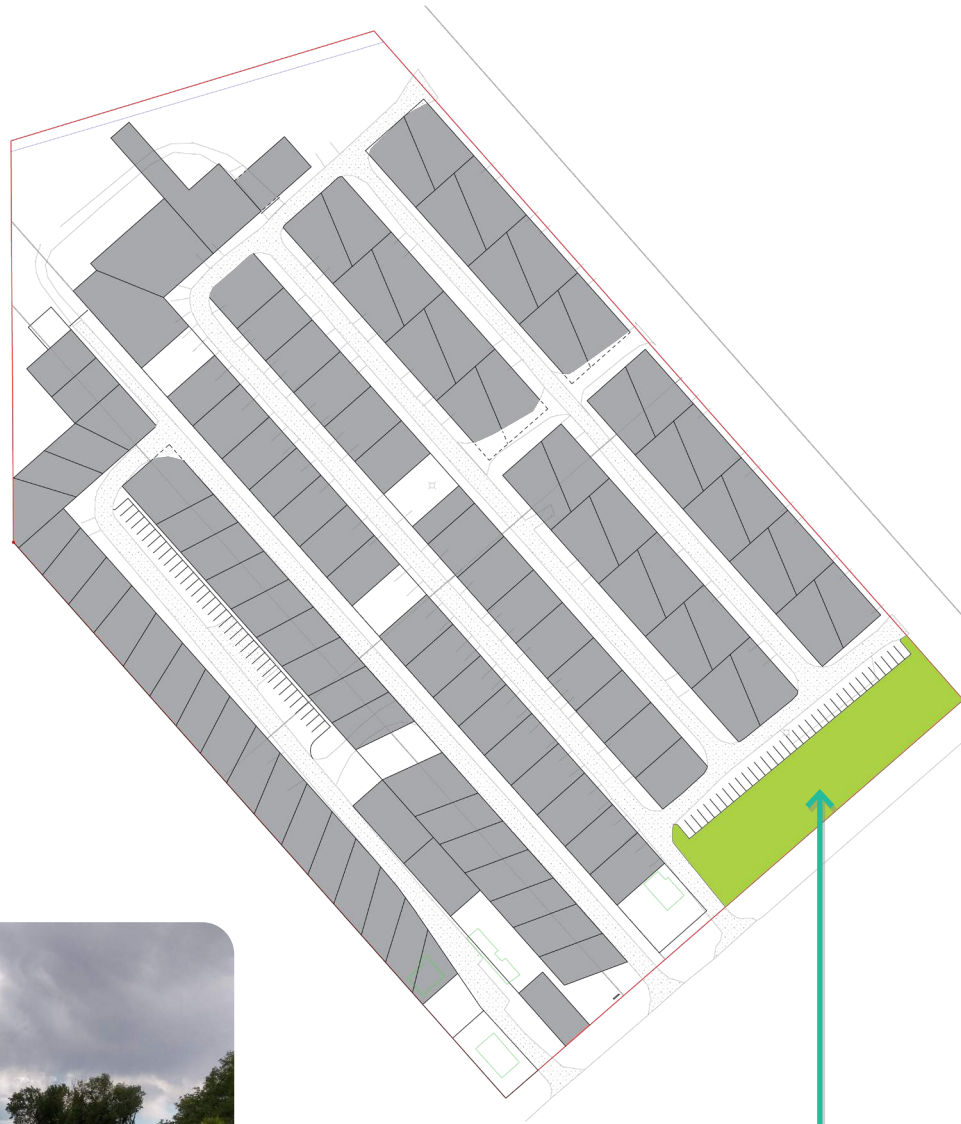
Improvements and updates can include new covered gathering space, landscaping, shade trees, and play structures.



**conditions
of existing park**

Trees:

Tree trimming/removal as needed



**conditions
of existing park**

3

Variances Requested

4-12-6-A-2

Variance is requested for the Green Acres (3.71 acres) and San Juan (4.54 acres) Sites, to be less than the 5 acre minimum.

Sites are existing and expansion is not an option.

- Cottonwood: Site is approx 15.57 acres (678,298sf)
- Green Acres: Site is approx 3.71 acres (161,527 sf).
- San Juan: Site is approx 4.54 acres (197,703 sf).

4-12-6-A-4

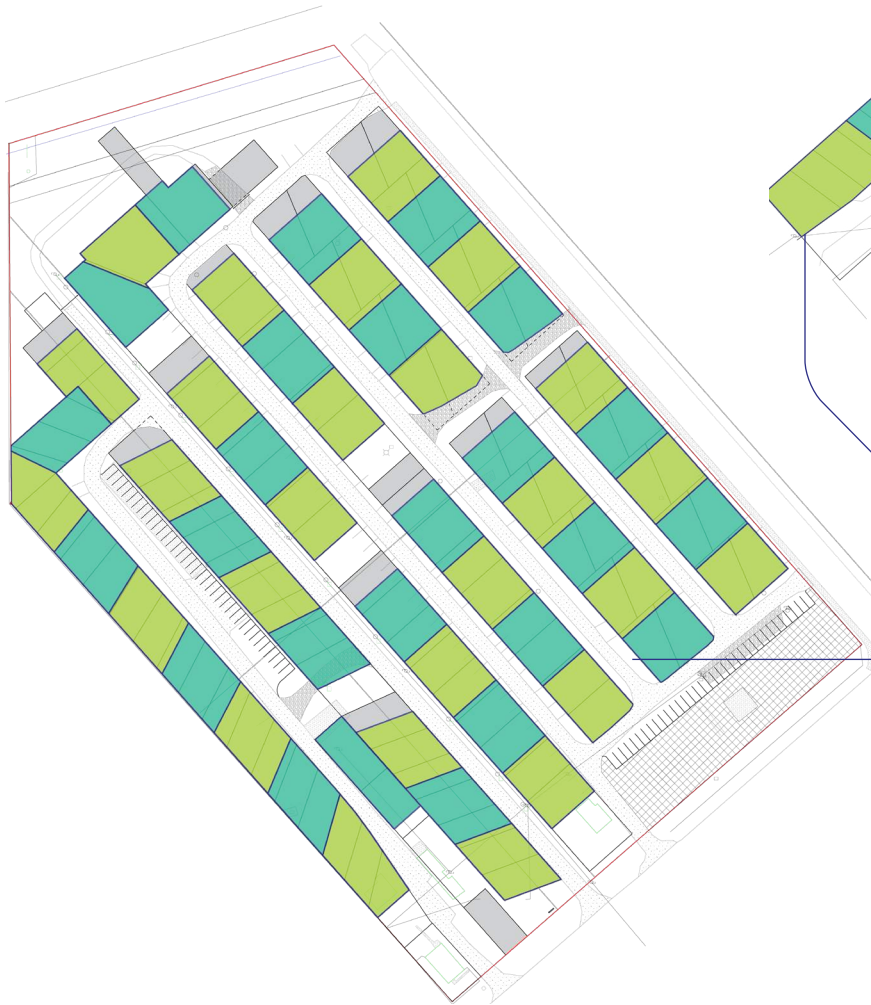
Each one of the three parks is existing and within 1,320 feet of other mobile home parks. Variance is requested for this issue.



4-12-6-C-2

Variance is requested for existing and proposed spaces, to allow existing and proposed spaces to be smaller than the 6,250sf minimum area.

Rearranging existing mobile home spaces to meet 6,250sf would cause many existing spaces to be eliminated, resulting in a total reduction of approximately 104 mobile home spaces.



Under the 6,250sf minimum, the number of mobile home spaces per park would be limited to:

- San Juan: **19** (vs. 39 proposed)
- Green Acres: **15** (vs. 41 proposed)
- Cottonwood: **52** (vs. 112 proposed)

Total: 86 (vs. 195* proposed)

In order to match the context and promote equity, the applicant proposes that new mobile home spaces match existing sizes, rather than the 6,250sf minimum. Allowing both existing and proposed mobile home spaces to be exempt from the 6,250 sf minimum will allow the parks to remain affordable and prevent displacement of current residents.

*includes 1 house in San Juan and 2 houses in Cottonwood

4-12-6-C-4

Additional off-pad parking will be added, however, variance is requested to allow applicant to provide less than 2 parking spaces per mobile home space.

Existing conditions make meeting 2 parking spaces per mobile home space infeasible. However, proposal of tandem parking and additional off-street parking will greatly improve traffic and emergency access. See photos to the right for examples of current street parking crowding.



4-12-6-D-3

Exception from 40' minimum paved street width for both repaved existing and proposed streets. Existing streets will be repaved, but cannot meet 40' width, nor sidewalk requirements.



4-12-6-C-3 Variance is requested for existing non-compliant structures and all future mobile homes added to parks.

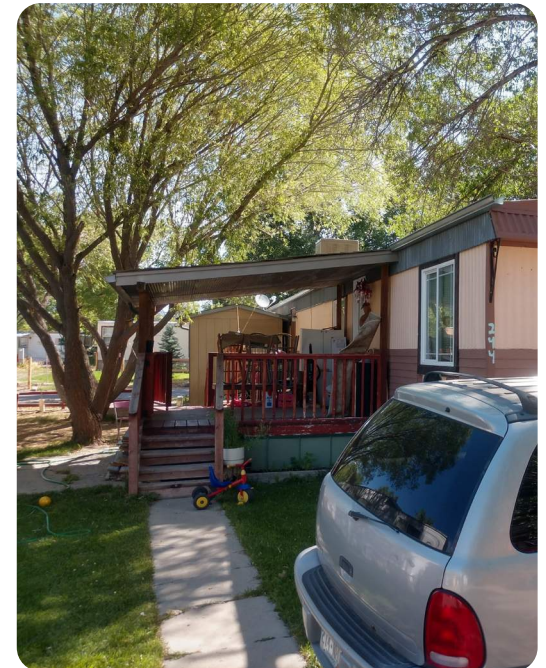


4-12-6-D-7

Exception from 40% minimum irrigated lawn for each mobile home space, to instead focus on contextual climate-appropriate landscaping, such as xeriscaping, which requires less water and irrigation to maintain, such as the examples displayed here.



4-12-6-D-8 For Green Acres and Cottonwood, 4.9% and 4.1% of each park's area is proposed to be developed as park and open space, respectively. A variance is requested to the requirement that at least 8% of the area be so developed. This request is based on preservation of existing mobile home spaces, the amount of private functional open space, and the additional park and open space being proposed over and above the existing condition.



Tiny Homes

The applicant proposes that tiny homes not on wheels be allowed to be substituted for manufactured/mobile homes.



Monumental Signs

New freestanding monumental signs at Cottonwood and San Juan entries, exact location and dimensions tbd. Variance requested for location within setback.

Monumental signage will help with way-finding and improve the appearance of street front. To the right are examples of simple but effective signage.



4

Proposed Timeline

related to improvement and maintenance of the park

**within
two
years**

of approval of
the Project, the
applicant will:

Create and enforce
of new park rules
related to parking
and conduct.

Remove all trash and debris and enforce no littering/dumping rules.

Remove all vacant cars and enforce non-operating/abandoned car rules.

Obtain titles, if
possible, to all
abandoned trailers
to be demolished

Demolish and remove up to 47 abandoned trailers, two abandoned cottages, and two apartments structures containing nine apartment units.

Remediate asbestos from vacant trailers and fixed structures which are to be demolished.

Rehabilitate two vacant homes (one in Cottonwood and one in San Juan, see attached site plan) and lease same to tenants.

Trim and remove trees as necessary.

Install new private water and sewer lines, including mains and laterals, as well as five new fire hydrants.

Install new street lighting, to meet a reasonable illumination standard, focusing on lighting the intersections within the parks.

Reconstruct two existing green spaces (one in Cottonwood, one in San Juan), and create a new pocket park in Green Acres

Improve landscaping and signage at designated mobile home park entrances.

**within
three
years**

Repave streets as necessary.

Create and pave new designated streets to improve emergency access and traffic flow (see site plans).



CONTRACT AMENDMENT RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: William Bell, City Manager; Blaine Hall, Police Chief;
Jim Scheid, Public Works Manager
DATE: **August 2, 2021**
RE: Montrose Public Safety Complex Construction Contract Amendment
CC: Ann Morgenthaler, Shani Wittenberg

Action

Consider the authorization of a \$1,830,805.00 amendment to the authorized funding to be used toward the construction of the Montrose Public Safety Complex (MPSC).

Background

In February of this year City Council authorized a total of \$16,212,884.00 to be used toward the construction of the MPSC. \$15,274,434.00 of the total was for SHAW's contract. This amount was calculated from Design Development design documents in December of 2020. Since that time there have been unprecedented increases to all construction material markets. Although there was a contingency included specifically for escalation the amount of increase noticed over the last seven months has exceeded the contingency that was included at that time. There are challenges in material and contractor availability as well that have complicated the process of Value Engineering.

Work on the construction project began in March of 2021 and most of the work to be completed in deep foundations and utilities is done at this time. During the underground work there was a substantial amount of unsuitable soils encountered. This unforeseen condition consumed a significant amount of the contingency allocated in the initial authorization.

The construction team has put this proposal together to be able to award the complete construction Guaranteed Maximum Price (GMP) to SHAW Construction, to reestablish the Owner's Contingency and to accept an Add Alternate that is important to the project.

The Add Alternate that is being proposed to be added at this time and to be included in the SHAW contract amount is for the planter seat walls to be included around the front of the new building to resemble the same style of planter seat walls that are around the front of City Hall which is across the street. These also offer added security to the building and tie into the existing historic civic campus. Adding the planter seat walls at a later date would be cost prohibitive and disruptive to operations and public access.

This amendment would increase the SHAW contract amount to \$16,595,215.00 and the Owner's Contingency to \$1,161,665.00. This is shown in the documents attached.

Documents included;

- The **Design Development Budget** shows a breakdown of the estimate into the major categories of the construction process. This estimate was provided by SHAW's pre-construction team and is the basis for the funds authorized as part the initial recommendation in February. This estimate is also where the anticipated hard costs such as utility undergrounding, permitting and contingencies were included.

- The **GMP Budget** shows a breakdown of the construction contract budget in the same format as the Design Development Budget.

Contract Administration and Project Financials

This project is funded by the Public Safety Fund which is comprised of funding from the Certificates of Participation that were borrowed for the construction of this project, City of Montrose Public Safety Sales Tax and General Fund contribution.



MONTROSE PUBLIC SAFETY COMPLEX
City of Montrose
Design Development Budget - December 21, 2020 w/VE

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Montrose PSC DD w-VE 20-12-21.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
001000		GENERAL CONDITIONS	37,021.00 gsf	23.82 /gsf	881,849	
002000		SITWORK	37,021.00 gsf	42.44 /gsf	1,571,022	
003000		CONCRETE	37,021.00 gsf	20.95 /gsf	775,407	
004000		MASONRY	37,021.00 gsf	33.03 /gsf	1,222,768	
005000		METALS	37,021.00 gsf	19.94 /gsf	738,193	
006000		WOOD & PLASTICS	37,021.00 gsf	2.52 /gsf	93,107	
007000		THERMAL/MOISTURE PROTEC'N	37,021.00 gsf	17.09 /gsf	632,592	
008000		DOORS & WINDOWS	37,021.00 gsf	23.91 /gsf	885,292	
009000		FINISHES	37,021.00 gsf	38.56 /gsf	1,427,444	
010000		SPECIALTIES	37,021.00 gsf	8.02 /gsf	296,821	
011000		EQUIPMENT	37,021.00 gsf	6.65 /gsf	246,029	
012000		FURNISHINGS	37,021.00 gsf	1.40 /gsf	51,670	
013000		SPECIAL CONSTRUCTION	37,021.00 gsf	0.07 /gsf	2,500	
014000		CONVEYING SYSTEMS	37,021.00 gsf	2.30 /gsf	85,000	
015000		MECHANICAL	37,021.00 gsf	58.70 /gsf	2,172,992	
016000		ELECTRICAL	37,021.00 gsf	51.73 /gsf	1,915,197	
018000		ALLOWANCES			488,500	

Estimate Totals

Description	Amount	Totals	Rate	
	13,486,383	13,486,383		
Material SalesTax - Exempt				
General Liability	91,647		0.600 %	
Builders Risk - 15 Months	19,500			
Warranty Reserve for 2 year warranty	30,549		0.200 %	
P & P Bond	76,372		0.500 %	
	218,068	13,704,451		
Estimating/Escalation Contngcy	685,223		5.000 %	
Construction Contingency	411,134		3.000 %	
Contractor Fee	473,626		3.200 %	
Total		15,274,434		412.588 /GSF
Utilities (Gas, Electric, Fiber, Copper, & Water)		\$200,000		
Permit Fees		\$95,110		
Owner Contingency		\$643,340		
Grand Total		\$16,212,884		



MONTROSE PUBLIC SAFETY COMPLEX

City of Montrose
GMP Combined 07/26/2021

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MPSC GMP BP1_2_3 Combined
21-07-26.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
001000		GENERAL CONDITIONS	37,021.00 gsf	23.82 /gsf	881,849
002000		SITEWORK	37,021.00 gsf	42.98 /gsf	1,591,294
003000		CONCRETE	37,021.00 gsf	23.10 /gsf	855,234
004000		MASONRY	37,021.00 gsf	34.32 /gsf	1,270,521
005000		METALS	37,021.00 gsf	28.03 /gsf	1,037,770
006000		WOOD & PLASTICS	37,021.00 gsf	7.95 /gsf	294,203
007000		THERMAL/MOISTURE PROTEC'N	37,021.00 gsf	15.64 /gsf	578,913
008000		DOORS & WINDOWS	37,021.00 gsf	23.68 /gsf	876,571
009000		FINISHES	37,021.00 gsf	51.45 /gsf	1,904,692
010000		SPECIALTIES	37,021.00 gsf	14.35 /gsf	531,283
011000		EQUIPMENT	37,021.00 gsf	6.57 /gsf	243,144
012000		FURNISHINGS	37,021.00 gsf	1.42 /gsf	52,670
013000		SPECIAL CONSTRUCTION			
014000		CONVEYING SYSTEMS	37,021.00 gsf	1.89 /gsf	70,000
015000		MECHANICAL	37,021.00 gsf	65.17 /gsf	2,412,627
016000		ELECTRICAL	37,021.00 gsf	62.08 /gsf	2,298,259
018000		ALLOWANCES			398,107
019000		BP 1 & 2 ADDED SCOPE			44,109

Estimate Totals

Description	Amount	Totals	Rate
	15,341,245	15,341,245	
Material SalesTax - Exempt			
General Liability	99,571		0.600 %
Builders Risk - 15 Months	19,500		
Warranty Reserve			
P & P Bond	82,976		0.500 %
	202,047	15,543,292	
Seat Walls at Planters	68,975		
	68,975	15,612,267	
Estimating/Escalation Contngcy			
Construction Contingency	468,368		3.000 %
Contractor Fee	514,580		3.200 %
SHAW Total		16,595,215	
Utilities (Gas, Electric, Fiber, Copper, Water)		\$200,000	
Permit Fees		\$86,809	
Owner Contingency		\$1,161,665	
Grand Total		\$18,043,689	
			448.265 /GSF



RESOLUTION 2021-12

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

WHEREAS, the Montrose Police Department received approximately 28,589 calls for service in 2020; and

WHEREAS, the Montrose Police Department is mandated by the Colorado Constitution to guarantee certain rights to victims of violent crimes, employs one full time Victim Advocate to ensure compliance and to provide services to crime victims, and wish to apply for a portion of the Victim Advocate's salary in the amount of \$28,000.00;

NOW, THEREFORE, the City Council of the City of Montrose:

- Authorizes the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant through the 7th Judicial District Victims Assistance Board for the total of \$28,000.00, to cover a portion of the Victim Advocate's Salary.
- Authorizes the Chief of Police to act in connection with the application and to provide such additional information as required.
- Authorizes the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents.

ADOPTED this 3rd day of August, 2021, by the Montrose City Council

CITY OF MONTROSE, COLORADO

By _____
Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: August 3, 2021
RE: Orchard Road Right-of-Way Vacation

City Council Consideration:

City Council is considering the vacation of a portion of Orchard Road by considering approval of the attached ordinance. Council will consider all of the information in this memo in making a decision.

Proposed Schedule:

July 6, 2021	City Council Work Session
July 20, 2021	City Council, 1 st reading of Ordinance
August 3, 2021	City Council, 2 nd reading of Ordinance

Background:

The proposed vacation is located along Orchard Road in Waterfall Canyon Subdivision. It includes approximately 1.70 acres. In 1891 a 30' wide future Orchard Road ROW between Sunset Mesa and Happy Canyon Creek was dedicated as part of the Orchard Plat. The extreme western portion of that dedication continued to be farmed until the Waterfall Canyon Subdivision was approved for construction in 2006. The approved subdivision of the Waterfall Canyon project proposed that this old Orchard Road ROW would become the following:

- The extreme western portion (~1250') will be included in a new Orchard Drive (widened to a 50' ROW) and an open space tract centered on Happy Canyon Creek,
- The center portion (~ 850') will be included in a new 5.16 acre City Park (Tract N),
- The eastern portion (~400') will be included in two small HOA managed open space tracts totaling 0.22 acres.



The original Waterfall Canyon Preliminary Plat was renewed in 2012 and again in 2017, with another planned renewal later this year. This Orchard Road ROW Vacation is necessary to allow Final Platting (creation of new residential lots, dedication of new City streets and parks, and creation of HOA Tracts) for the final plat for Waterfall Canyon Filing #5 planned later this summer.

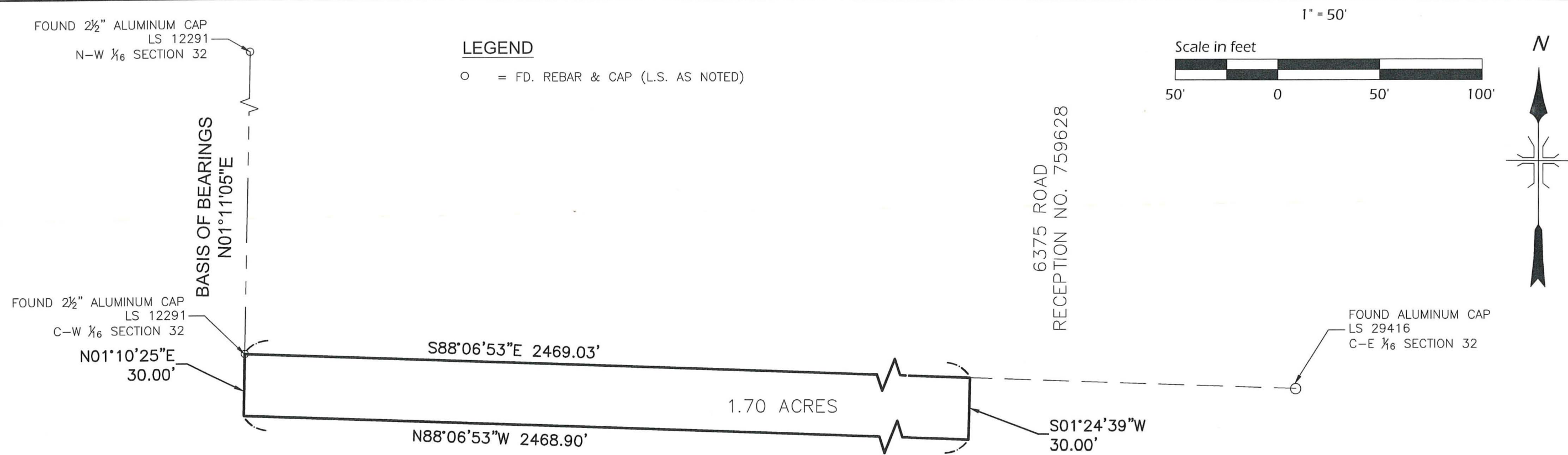
City Council Action:

Right of Way Vacation Ordinance (No. TBD). This ordinance authorizes the City to vacate portions of right of way along Orchard Road. City staff recommends that Council approve the accompanying ordinance, which would authorize a portion of Orchard Road right of way vacation to the adjacent owner.



EXHIBIT A

PLOTTED BY DCARR, FILE PATH & NAME = \\DMS14\PROJECTS\ACTIVE PROJECTS\2021\21015-LEADERSHIP CIRCLE-WATERFALL CANYON FILING #5\CSD\21015V_PLAT-ROW-VAC.DWG, PLOT DATE = 6/25/2021 11:32 AM



RIGHT OF WAY VACATION DESCRIPTION:

Being a portion of Orchard Road right of way as shown on the Amended Plat of The Orchard as recorded in the original Plat Book at Page 180 situated in Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. More particularly described as follows:

Beginning at the C-W 1/16 corner of said Section 32,
Thence along the East West center section line S88°06'53"E 2469.03 feet to a point on the 6375 Road Right of Way;
Thence along said right of way S01°24'39"W 30.00 feet;
Thence N88°06'53"W 2468.90 feet to a point on the West line of the NE1/4 SW1/4 of said Section 32;
Thence N01°10'25"E 30.00 feet along the West line of the NE1/4 SW1/4 of said Section 32 to the Point of Beginning.

Containing 1.70 Acres more or less as described.

County of Montrose, State of Colorado

BASIS OF BEARINGS:

The bearing between the found 2½" Aluminum cap, LS 12291 at the C-W ¼ Corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, and the found 2½" Aluminum cap, LS 12291 at the N-W ¼ corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, bears N01°11'05"E. (Assumed)

LINEAL UNITS STATEMENT:

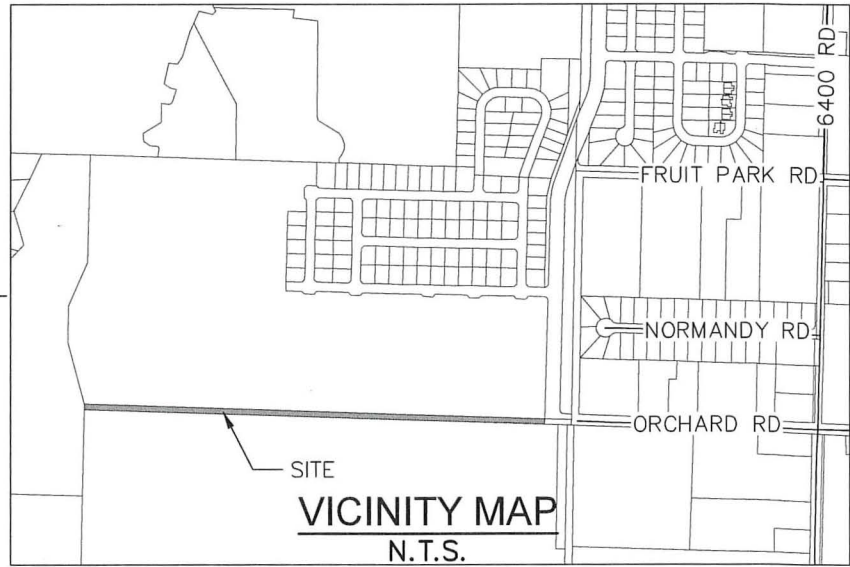
The Lineal Unit used on this plat is U.S. Survey Feet

SURVEYORS CERTIFICATE:

I, Frederick Ballard, hereby certify that I am a Registered Land Surveyor of the State of Colorado, that this map consisting of 1 sheet, correctly represents a survey made under my supervision, that all monuments shown hereon actually exist and their positions are as shown. This survey does not include easements except those specifically shown hereon.



Frederick Ballard L.S. 37690



DMC DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.delmont.com • service@delmont.com		ORCHARD ROAD RIGHT OF WAY VACATION EXHIBIT		D.M. JOB NO.: 21015
DESIGNED BY: DCC	SCALE: AS NOTED	MONTROSE, CO LEADERSHIP CIRCLE LLC		DATE ISSUED: 2021-06-25
CHECKED BY: FAB	FILE NAME: 21015V_PLAT-ROW-VAC			SHEET: 1 of 1

ORDINANCE NO. 2548

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, VACATING A PORTION OF ORCHARD ROAD WITHIN THE CITY OF MONTROSE.

WHEREAS, the City of Montrose maintains a right-of-way along Orchard Road; and

WHEREAS, the property owner of Waterfall Canyon Subdivision has submitted Filing No. 5, showing the project crossing the 1891 Orchard Road right-of-way; and

WHEREAS, the Orchard Road right-of-way falls into the development as a park or future roadway within the project; and

WHEREAS, it is in the best interest of the citizens of Montrose to vacate a portion of Orchard Road for development of the Waterfall Canyon Subdivision currently situated within the City's right-of-way as described in **Exhibit A**, attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

SECTION 1: **Vacation of a Portion of Orchard Road**

A portion of Orchard Road, as more particularly described on **Exhibit A**, attached hereto and incorporated herein, is hereby vacated by the City of Montrose.

SECTION 2: **City Council Findings**

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to allow the development of Waterfall Canyon Subdivision.

SECTION 3: **Power to Adopt**

The City Council hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter, and pursuant to Section 1-9-2 of the Official Municipal Code of the City of Montrose. The City Manager or its designee is hereby authorized to execute a quit claim deed conveying any interests the City may have as described in **Exhibit A** to the adjoining property owner.

SECTION 4: **Effective as Provided by City of Montrose Charter**

This Ordinance shall be published and shall become effective as provided by the City Charter of the City of Montrose.

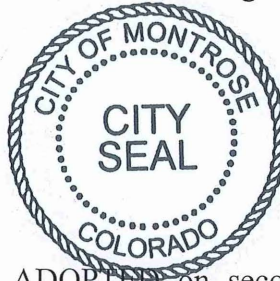
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, July 20, 2021, at the hour of 6:00 p.m. at the Montrose City Council Chambers, Elks' Civic Building, Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 20th day of July, 2021.


Douglas Glaspell, Mayor

ATTEST:


Mikayla Unruh, Deputy City Clerk



INTRODUCED, READ and ADOPTED on second reading this 3rd day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: August 3, 2021
RE: 21-0070 Waterfall Canyon Subdivision Filing No. 5 Final Plat
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration: City Council is considering approval of this final plat application. Council will consider all of the information in this memo in making a decision.

Application Background:

The Waterfall Canyon Subdivision Filing No. 5 Final Plat proposes to create 35 new residential lots and dedicate right of ways and/or easements. Newly created lots and tracts will be as follows:

- Lots 7-16, Block 10, Howard Fork Avenue (10 Lots)
- Lots 7-16, Block 11, Howard Fork Avenue (10 Lots)
- Lots 17-26, Block 11, Pilot Knob Avenue (10 Lots)
- Lots 1-5, Block 23, Pilot Knob Avenue (5 Lots)
- Tracts Q, R, S, T
 - Tracts Q & T are 20' buffer strips between the residential lots and the future extension of 6375 Road (Tract T also extends north along the eastern edge of Filing #4)
 - Tracts R & S are open space tracts providing pedestrian connectivity between the future large central park and 6375 Road

The property is zoned "R-3" Medium Density District and "R-3A" Medium High Density District. It is located north of W. Oak Grove Road, south of Spring Creek Road, and east of 6400 Road. City acceptance of new roads and infrastructure improvements is planned for August 2021.

The Waterfall Canyon Subdivision Amended Preliminary Plat No. 2 was approved by City Council in November 2017.

Total Size of Property: 127.836 acres

Applicant: Matt Miles, Leadership Circle, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size requirements.
2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.
3. Utilities
 - a. Easements are shown.
 - b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

Staff Recommendation:

Conditional Approval

Conditions:

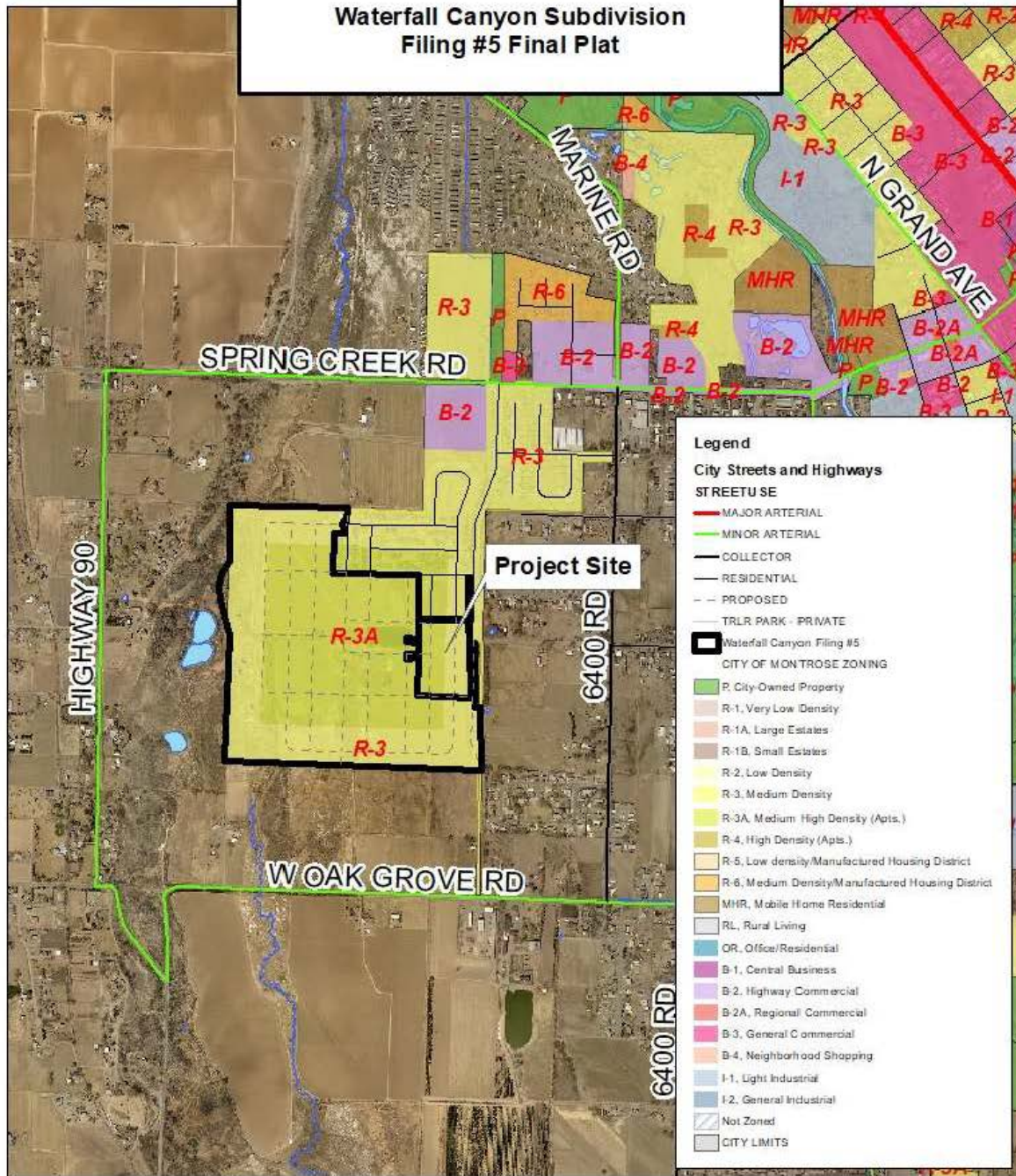
1. [Standard Condition]: The approval of this Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.



Vicinity Map



Waterfall Canyon Subdivision Filing #5 Final Plat



Map created 7/16/2021



WATERFALL CANYON SUBDIVISION FILING NO. 5

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT

BASIS OF BEARINGS:

The bearing between the found 2½" Aluminum cap, LS 12291 at the C–W ¼ Corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado and the found 2½" Aluminum cap, LS 12291 at the N–W ¼ corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado bears N01°11'05"E. (Assumed)

LINEAL UNITS STATEMENT:

The Lineal Unit used on this plat is U.S. Survey Feet

MISCELLANEOUS PLAT NOTES

1. Vehicular Access To or From Property Adjoining a State Highway

Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43–2–147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access code.

2. Privately Owned Open Space, Parks, and other Improvements

Tract Q, Tract R, Tract S and Tract T shown hereon shall be owned and maintained by an owners' association, or in the absence of an owners' association lawfully formed for such purposes, by the owners of all lots final platted in Waterfall Canyon Subdivision jointly and severally. The City is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements, nor shall the City be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the City may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

A. Conveyance of Private Parks and Open Space to Owners' Association

By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit claim(s) to Waterfall Canyon Homeowners Association, Inc., a Colorado nonprofit corporation, Open Space Tract Q, Tract R, Tract S and Tract T shown and designated on this Plat.

B. Certificate of Good Standing

The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing bearing Confirmation No. 7982151, from the Colorado Secretary of State, as proof of the above–named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

C. Declaration of Covenants Recorded

The Declaration of Covenants, Conditions, and Restrictions for Waterfall Canyon Homeowners Association, Inc., applicable to the development platted hereon, and made binding to the entity named above, was recorded under Reception No. 760191, on the 30 day of August, 2006 in the office of the Montrose County Clerk and Recorder.

3. Zoning

The zoning of this property is R–3 and R–3A as shown on the City's Official Zoning Map, and as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change.

4. Money in lieu of School Land Dedication

All residential lots or residential units having unique legal descriptions shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to § 4–7–7(C)(7) of the Municipal Code. Payments shall be made to the City, to be later disbursed to the RE–1J School District.

5. Airport Influence Area Notice

The Waterfall Canyon Subdivision is located approximately 4 miles south/west of the Montrose Regional Airport. The Waterfall Canyon Subdivision is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Waterfall Canyon Subdivision is subject to over–flights and the effects thereof, which may include but is not limited to noise, vibration, fumes, and dust.

6. Final Plat Conditional Approval

The approval of the Waterfall Canyon Subdivision Filing No. 5 Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that the undersigned being the owners of certain lands in the City of Montrose, County of Montrose and State of Colorado to wit:

PARCEL 1:

Outlot 3 of Waterfall Canyon Subdivision Filing No. 4, according to the Plat recorded at Reception No. 927873, ounty of Montrose, State of Colorado

PARCEL 2:

Lots 14, 17, 18 and 22, The Orchard, according to the Amended Plat thereof on file in the office of the Clerk and Recorder of Montrose County, excepting a tract of land situated in the North ¼ of Lot 14 aforesaid, conveyed to the United States by Deed recorded December 27, 1939 in Book 289 at Page 261, County of Montrose, State of Colorado.

PARCEL 3:

The parcel shown on Orchard Road Right of Way Vacation Map, according to the Plat recorded at Reception No. _____.

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Waterfall Canyon Subdivision Filing No. 5, and do hereby dedicate, grant and convey to the City of Montrose, Colorado for the use of the public Howard Fork Avenue, Pilot Knob Avenue, Fuller Lake Drive and Ice Lake Drive as hereon shown.

The easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utility purposes, including but not limited to water, sewer, electrical, telephone, gas, communications, and CATV lines, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities. The dedication of easements as herein provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance.

Executed this _____ day of _____, 20____.

WATERFALL CANYON, LLC

MATT MILES, SOLE MEMBER

STATE OF COLORADO)

) ss.

COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20____, by _____

Witness my hand and official seal.
My commission expires _____

Notary

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said city, county, and state, appeared _____, known by official government–issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded under Reception No. 856804 in the records of the Montrose County Clerk and Recorder, hereby joins in this subdivision and the dedication of easements, streets and other properties to the City shown hereon. The undersigned duly swears or affirms that: 1) he/she is authorized to sign this Plat on behalf of the lien–holding entity named below for which he/she functions as an agent; and 2) said agency includes the actual authority to sign this Plat joining in this subdivision and any dedications to the City; and 3) that all necessary corporate or other legal formalities have been met to allow the agent's signature below to be effective; and 4) that the signature below was made by the person whose name it purports to be.

_____, the _____ of Timberline Bank

STATE OF COLORADO)

) ss.

COUNTY OF MONTROSE)

Subscribed and sworn to before me this _day of_____, 20____, by _____, the _____ of Timberline Bank.

Witness my hand and official seal. My commission expires _____.

Notary

(SEAL)

SURVEYOR'S CERTIFICATE

I, Nicholas Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights–of–way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown.

C.R.S. Section 38–51–106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title, dated June 8, 2021, bearing Title Report number F0714885–397–DG0–LC0.

ENGINEER'S CERTIFICATE

I, _____, a Registered Engineer in the State of Colorado, do hereby certify that the sanitary sewer system, water distribution system and the storm drainage system shown on the accompanying plans of this Subdivision are properly designed, meet City of Montrose specifications and are adequate to properly serve the Subdivision shown hereon. I further certify that the sanitary sewer system, water distribution system, storm drainage system, streets, parks and other improvements are designed and constructed in accordance with applicable City specifications and regulations.

Steven N. Stevenson
Registration No. 40020
Date: _____

ATTORNEY'S CERTIFICATE

I, _____, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except _____

Attorney
Registration No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, _____, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Preliminary Letter of Infrastructure Completion has been issued, as required by the City's Municipal Code.

City Engineer
Registration No. _____
Date: _____

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____,
City Manager of the City of Montrose.

City Manager

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 20____, by _____,
Mayor of the City of Montrose; All conveyances of interests in real property made on this plat are hereby accepted by the City.

Mayor

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____,
City Attorney of the City of Montrose.

City Attorney

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____, on the _____ day of _____, _____

under Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

NOTICE: According to Colorado Law (13–80–105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

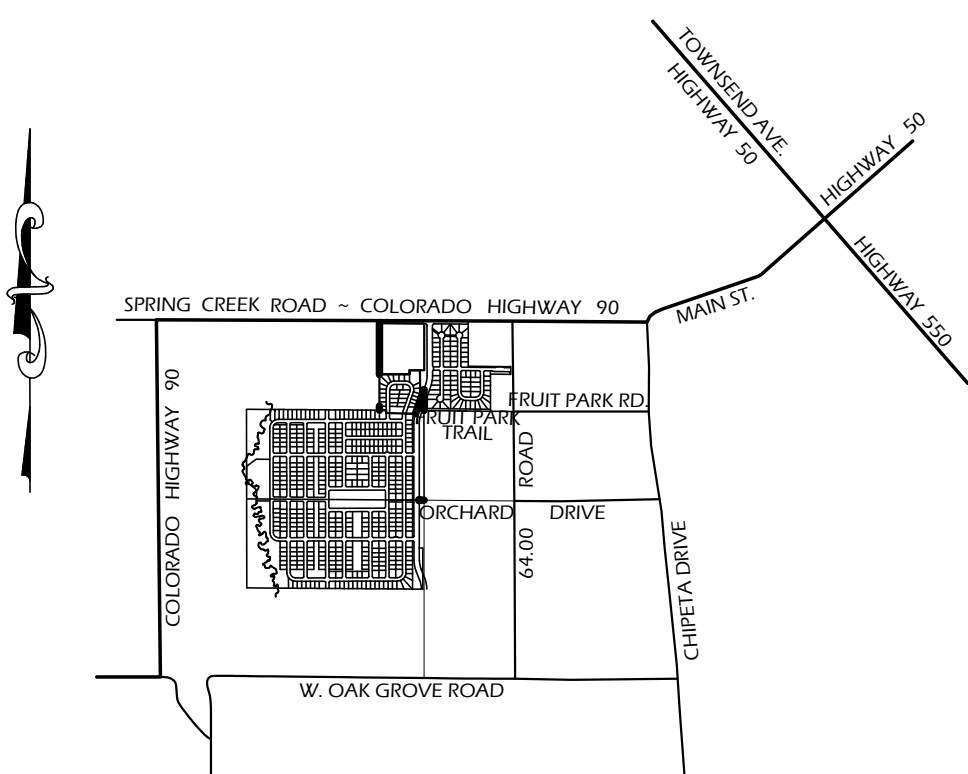
Nicholas Barrett
Registration No. 38037
Date: _____

FIELD BOOK:		DRAWN BY:	DATE:
SHEET:		FILE:	JOB NO.:
1 of 3		21015V_PLAT-F5	21015
TITLE:		WATERFALL CANYON SUBDIVISION FILING NO. 5	
CLIENT:		LEADERSHIP CIRCLE LLC	
ADDRESS & PHONE:		P.O. BOX 239 MONTROSE, CO 81402 970-249-3398	
TYPE:		FINAL PLAT	

WATERFALL CANYON SUBDIVISION

FILING NO. 5

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT



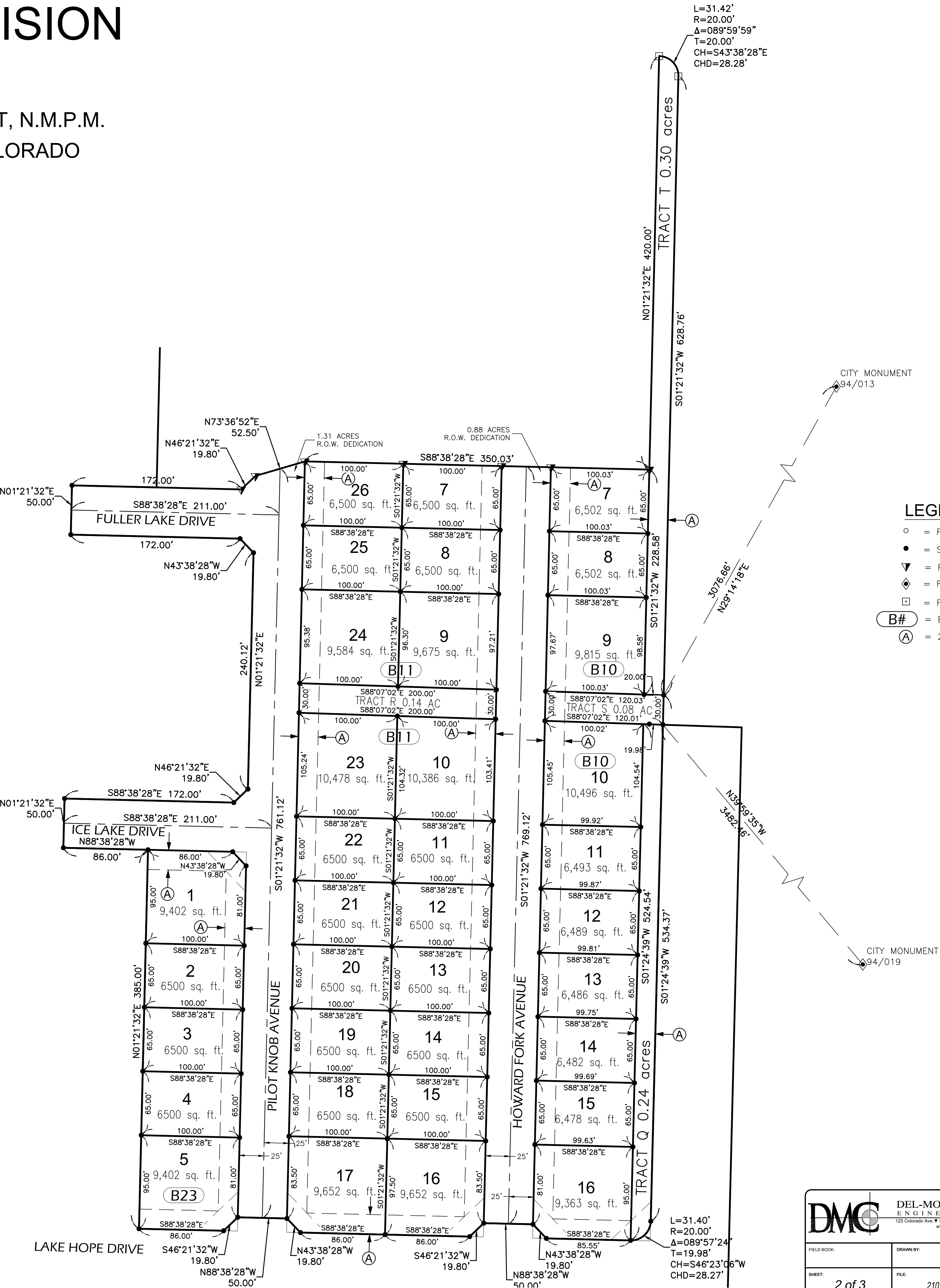
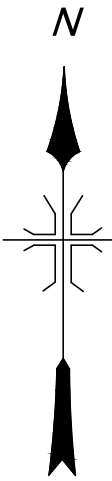
VICINITY MAP
NOT TO SCALE

AREA SUMMARY:

LOTS	(35)	6.271 ACRES
TRACTS	(4)	0.541 ACRES
RIGHT OF WAY	(2)	2.191 ACRES
OUTLOT 4		118.833 ACRES
TOTAL		127.836 ACRES

DEVELOPER: LEADERSHIP CIRCLE LLC
P.O. BOX 239
MONTROSE, CO 81402
970-249-3398

ENGINEER: Del-Mont Consultants, Inc.
125 Colorado Ave.
Montrose, Colorado 81401
1-970-249-2251



LEGEND

- = FOUND REBAR & CAP (SIZE AND L.S. AS NOTED)
- = SET 1½" ALUMINUM CAP ON 5/8"x18" REBAR (L.S. 38037)
- ▼ = FOUND 1½" ALUMINUM CAP ON 5/8"x18" REBAR (L.S. 38037)
- ◆ = FOUND CITY OF MONTROSE MONUMENT GPS SURVEY 1994
- = FOUND 1½" ALUMINUM CAP ON 5/8" REBAR (L.S. 16840)
- B# = BLOCK NUMBER
- A = 20' UTILITY EASEMENT (TYPICAL) BY THIS PLAT

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 www.del-mont.com	
FIELD BOOK:	DRAWN BY: DCC	DATE: 2021-07-01	TITLE: WATERFALL CANYON SUBDIVISION FILING NO. 5
SHEET: 2 of 3	FILE: 21015V_PLAT-F5	JOB NO.: 21015	CLIENT: LEADERSHIP CIRCLE LLC
			ADDRESS & PHONE: P.O. BOX 239 MONTROSE, CO 81402 970-249-3398
			TYPE: FINAL PLAT

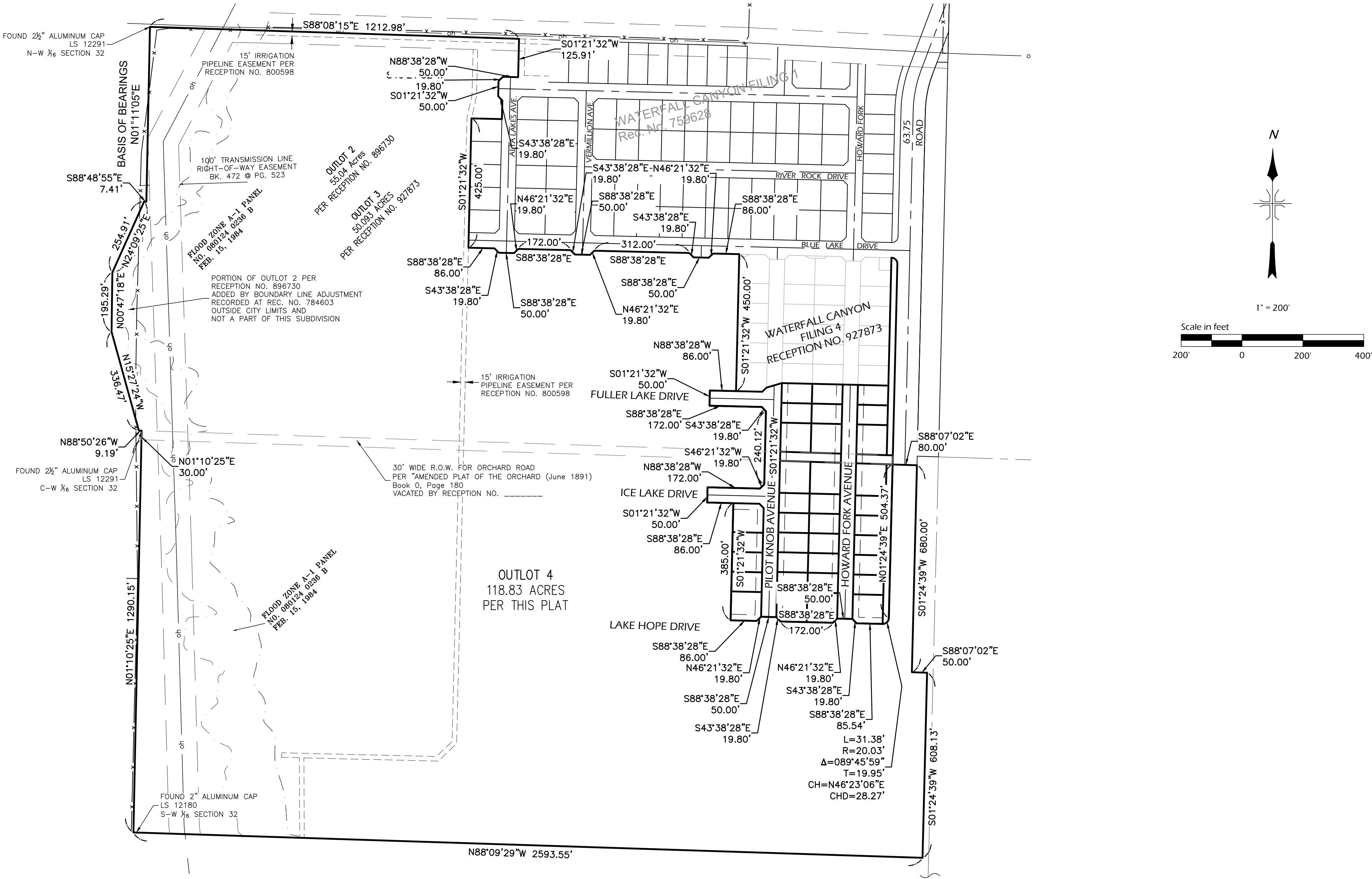
WATERFALL CANYON SUBDIVISION

FILING NO. 5

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT

LEGEND

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- Ⓐ = 20' UTILITY EASEMENT (TYPICAL) BY THIS PLAT



FIELD BOOK:		DATE:	2021-07-01
DRAWN BY:		DCC	
SHEET:		3 of 3	
FILE:		21015V_PLAT-F5	
JOB NO.:		21015	
TYPE:		FINAL PLAT	

TITLE:	WATERFALL CANYON SUBDIVISION FILING NO. 5
CLIENT:	LEADERSHIP CIRCLE LLC
ADDRESS & PHONE:	P.O. BOX 239 MONTROSE, CO 81402 970-249-3398



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: August 3, 2021
RE: ANX21-0079 Riverbend RV Park Addition II
ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Zoning Code Excerpt

City Council Consideration:

City Council is considering this annexation application and the associated zoning, which is done by considering approval of an annexation ordinance and a zoning ordinance at a first and second reading. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

July 19:	Council Work Session Overview
August 3:	Council Resolution to set a hearing date
August 11:	Planning Commission zoning hearing
September 7:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
September 21:	2nd reading of annexation and zoning ordinances

Application Background:

The Riverbend RV Park Addition II is a proposed annexation approximately 0.26 acres in size. The parcel is located east of Chipeta Rd, west of the Uncompahgre River, and north of Chipeta Lake. It is within the City's Urban Growth Boundary, the Chipeta Water Service Area, and the City of Montrose Sewer Service Area. Annexation of this property will clean up an orphaned strip of land not annexed into the City in 2009 with the parent parcel. All land on all sides of this strip is already within City limits. An Annexation Agreement will not be required.

This property is adjacent to the river and the existing trail network. Annexation will allow the owner to include this strip of land into an overall consolidation of the RV Park property. A replat is planned to include this property and several other parcels into one new consolidated parcel. Access from the consolidated parcels to the City's trail system will allow persons visiting the RV Park a direct pedestrian and bike connection to City parks and retail/commercial areas.

Proposed Zoning: “B-2” Highway Commercial District

Applicant: David Svenson

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is not required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. “The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added).”
 - b. Municipal Code, Section 4-4-13(A) Intent: The "B-2" Highway Commercial District is intended to provide for business oriented toward serving the motoring public. This district provides for the convenient exchange of goods and services along the major thoroughfares of the City.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “B-2” Highway Commercial District and “R-3” Medium Density District. “P” Public District is also located nearby along the Uncompahgre River.
4. The Comprehensive Plan Future Land Use Map designates the area of the Riverbend RV Park Addition II as Public. This land use designation is to suggest potential locations for parks, open space, trails, schools, churches, cemeteries, and public buildings.
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but un-platted land, and un-annexed small enclaves.
6. The “B-2” zoning does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation:

Staff recommends approval of the annexation and “B-2” Highway Commercial District.

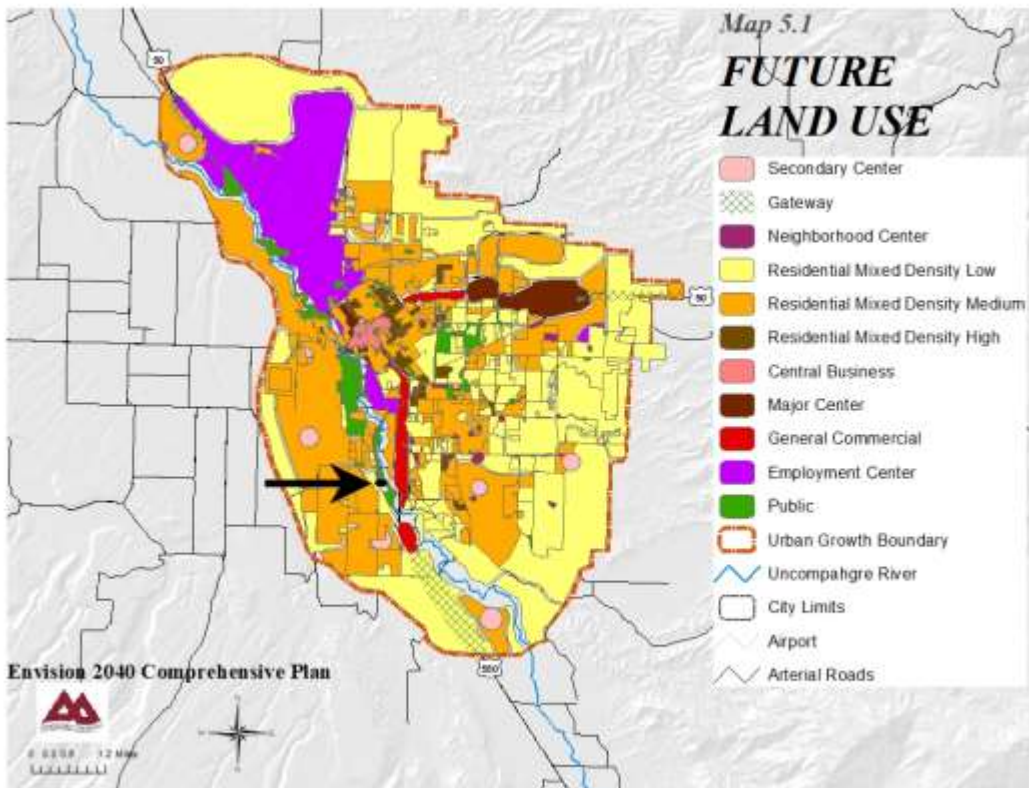


EXHIBIT A: Maps

Vicinity Map



Comprehensive Plan Future Land Use Map



GROWTH AREAS*

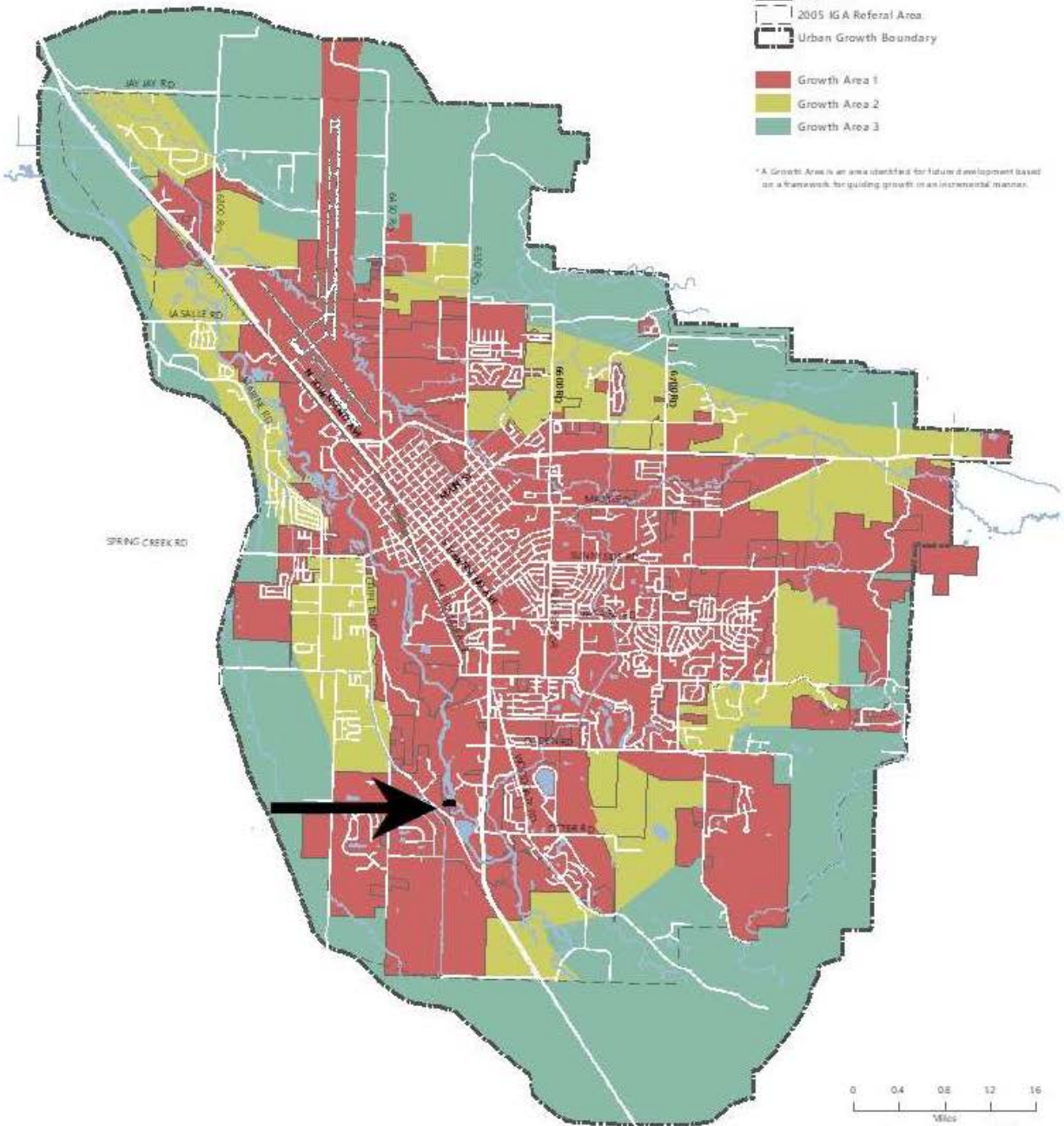
MAP 5.2

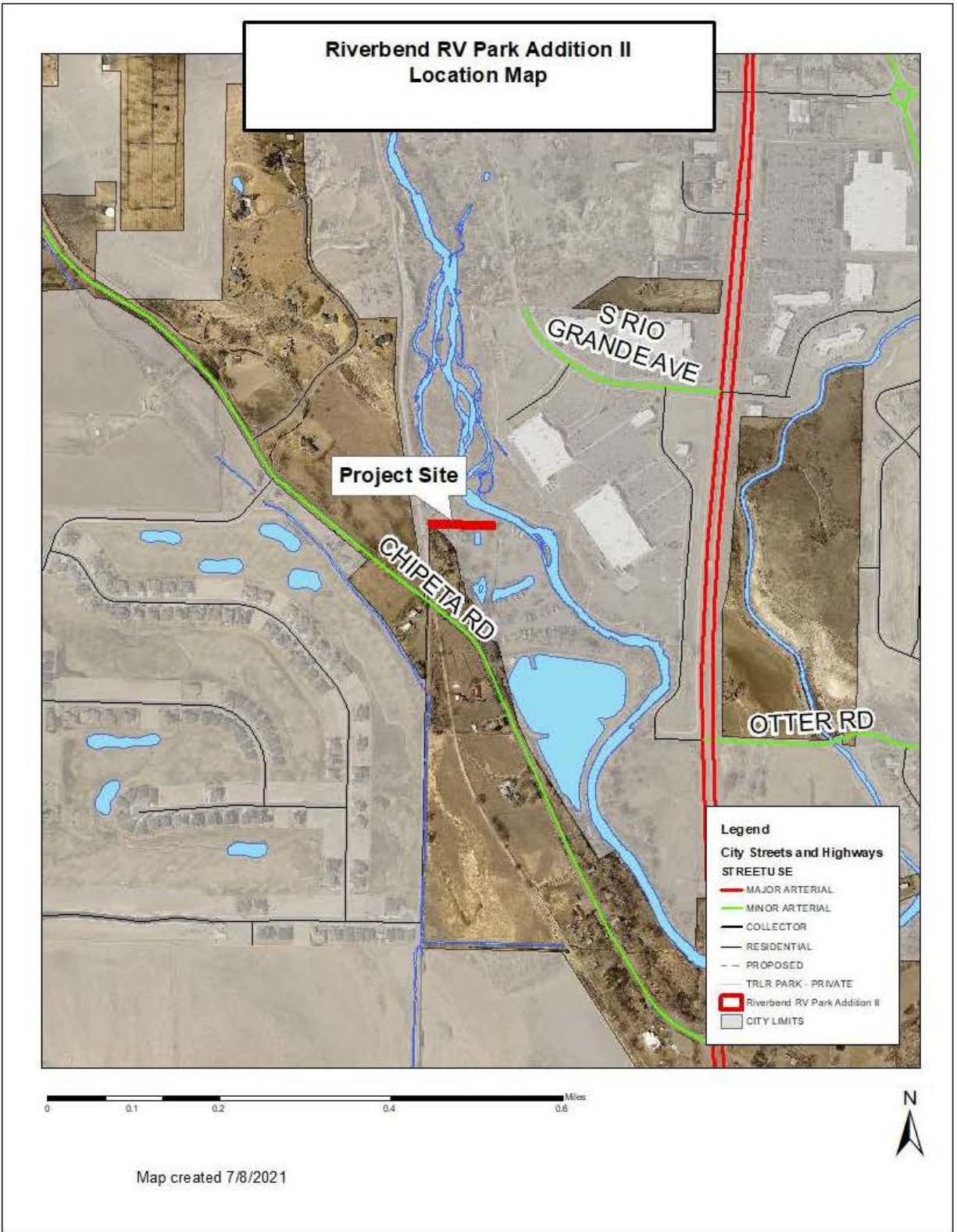
LEGEND

-  City Limits
-  2005 IG A Referral Area
-  Urban Growth Boundary

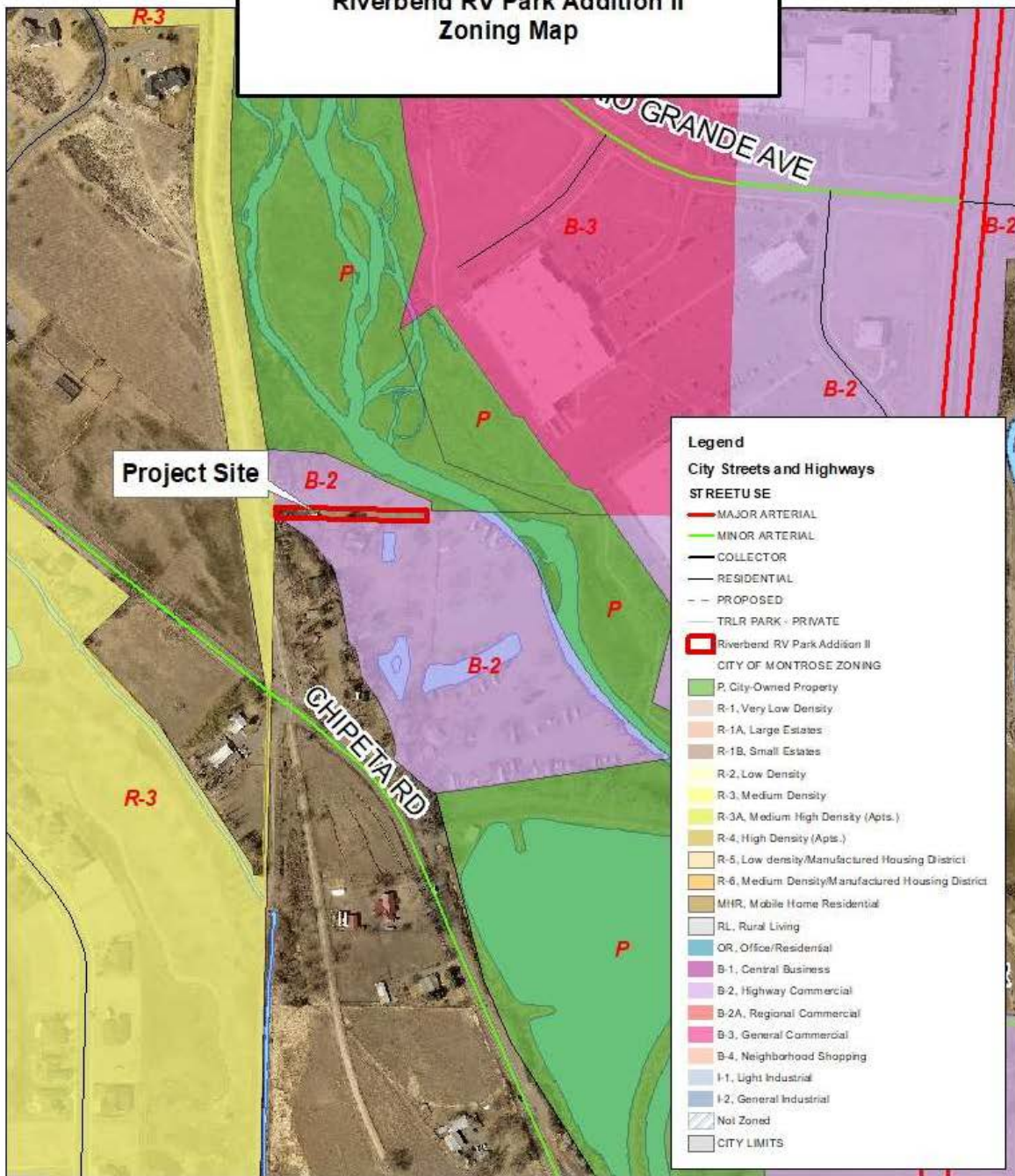
-  Growth Area 1
-  Growth Area 2
-  Growth Area 3

* A Growth Area is an area identified for future development based on a framework for guiding growth in an incremental manner.





Riverbend RV Park Addition II Zoning Map



0 0.05 0.1 0.2 0.3 Miles



Map created 7/8/2021



RIVERBEND RV PARK ADDITION II

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
COUNTY OF MONTROSE, STATE OF COLORADO

LEGEND

//// CITY LIMITS
—— PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 855.73'
PERIMETER CONTIGUOUS TO CITY LIMITS = 818.92'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.

ANNEXATION DESCRIPTION

A parcel of land situated in Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado being better described as beginning at the West 1/4 corner of said Section 4,
Thence N89°56'11"E 403.82 feet;
Thence S01°19'44"E 28.65 feet;
Thence N89°55'33"W 393.46 feet;
Thence N21°42'59"W 29.80 feet to the Point of Beginning.
Containing 0.26 acres more or less as described.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify RIVERBEND RV PARK ADDITION II Annexation Map was prepared under my direct supervision.

PRELIMINARY

Frederick A. Ballard, P.L.S.
Registration No. 37690

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Montrose.

Mayor

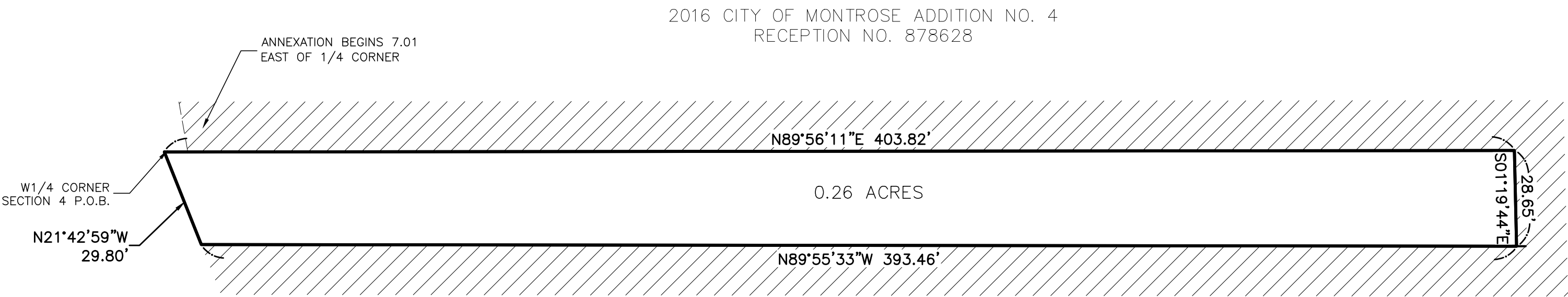
Attest: _____
City Clerk

CLERK AND RECORDER'S CERTIFICATE

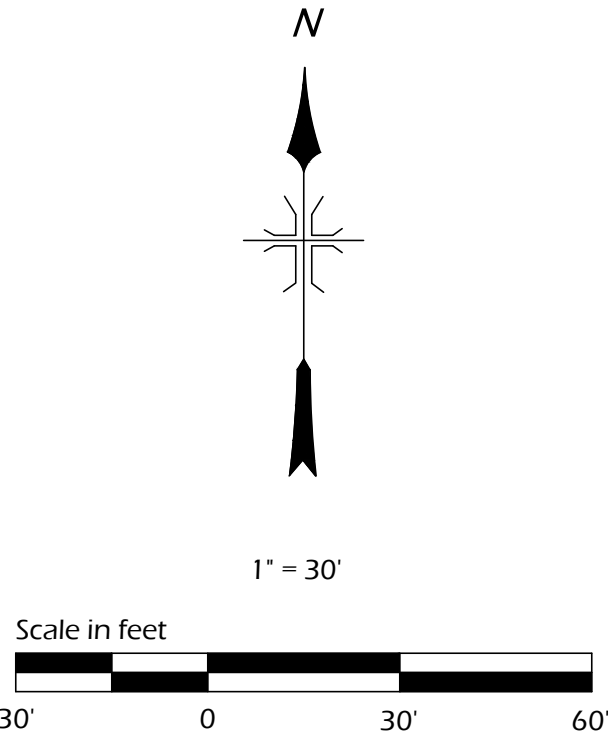
This map was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____ on the _____ day of _____, 20____ under Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

Deputy



RIVERBEND RV PARK ADDITION
RECEPTION NO. 808601



NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

FIELD BOOK:				DRAWN BY: MGW/ DCC		DATE: 2021-07-14	
SHEET: 1 of 1				FILE: 21028V_PLAT-ANNEX		JOB NO.: 21028	
TITLE: RIVERBEND RV PARK ADDITION II				CLIENT: DAVID SVENSON		ADDRESS & PHONE: 4551 COUNTY RD 24 RIDGWAY, CO 81432 (303) 521-4526	
TYPE: ADDITION							

EXHIBIT B: Zoning Code Excerpt

Sec. 4-4-13. - "B-2" Highway Commercial District.

- (A) *Intent.* The "B-2" Highway Commercial District is intended to provide for business oriented toward serving the motoring public. This district provides for the convenient exchange of goods and services along the major thoroughfares of the City.
- (B) *Uses by Right.*
- (1) Those listed in the "B-1" district as uses by right.
 - (2) Self-service laundry facilities.
 - (3) Drive-in or drive-through restaurants.
 - (4) Car washes.
 - (5) Childcare facilities.
 - (6) Rental storage units inside a building.
 - (7) Veterinary clinics or hospitals for small animals.
 - (8) Skilled nursing and assisted living facilities and hospitals.
 - (9) Retail building material supply businesses.
 - (10) Parking facilities.
 - (11) Renewable energy facilities.
 - (12) Short-term rentals.
- (C) *Conditional Uses.*
- (1) Those conditional uses listed for the "B-1" district.
 - (2) Recreational vehicle parks and campgrounds.
 - (3) Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied.
 - (4) Antennas and towers are allowed only as conditional uses in all zones and are subject to the provisions of Section 4-4-21 and the other applicable requirements of City ordinances and regulations.
- (D) *Not Included in this District.* The following uses are not to be construed as a use by right or conditional use in the "B-2" Highway Commercial District:
- (1) Farm implement sales or service establishments.
 - (2) Construction and contractor's equipment storage facilities.
 - (3) Machine and welding shops.
 - (4) Above ground storage facilities for hazardous fuels.
 - (5) Manufacturing and industrial uses except as allowed by Subsection (C)(3) of this Section.
 - (6) Storage facilities. Small rental storage units are allowed. See Subsection (B)(6) of this Section.
- (E) *Performance Standards.* No use shall be established, maintained or conducted in any "B-2" Highway Commercial District that will result in any public or private nuisance.

([Ord. No. 2472](#), § 4-4-13, 5-7-2019)



RESOLUTION NO. 2021-13

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

1. The City Council hereby finds that the Annexation Petition submitted for the annexation of the property denominated as the **RIVERBEND RV PARK ADDITION II**, as described on Exhibit A hereto, is in substantial compliance with the requirements of C.R.S. 31-12-107(1), as amended.
2. The City Council shall hold a hearing to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S. The hearing shall be held on the 7th day of September, 2021, in the Montrose City Council Chambers at the Elks Civic Building at 6:00 P.M.

ADOPTED by the City Council of the City of Montrose, Colorado, this 3rd day of August, 2021.

CITY OF MONTROSE, COLORADO

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description:

A parcel of land situated in Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado being better described as beginning at the West 1/4 corner of said Section 4,

Thence N89°56'11"E 403.82 feet;
Thence S01°19'44"E 28.65 feet;

Thence N89°55'33"W 393.46 feet;

Thence N21°42'59"W 29.80 feet to the Point of Beginning.

Containing 0.26 acres more or less as described.



CITY OF MONTROSE
Office of the City Manager

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: August 3, 2021
RE: Resolution, Allocating Private Activity Bonds to CHFA
ATTACHMENT: Resolution 2021-14 - Private Activity Bond Allocation to CHFA

INTRODUCTION

On May 18, 2021, Shannon Friel from the Colorado Housing and Finance Authority (CHFA) reached out to the City of Montrose to request that the City of Montrose assign its 2021 private activity bond volume cap to CHFA.

BACKGROUND

The IRS allocates a per capita bonding authority annually for housing to each state, also known as PAB Volume Capacity or “Cap”. Colorado in turn allocates this authority to statewide authorities and local governments. In 2020 the allocation for the City of Montrose was \$1,030,342. In 2021, the allocation for the City of Montrose is \$1,091,612.

For the past three years, the City of Montrose has assigned our allocation of PAB to the Colorado Housing and Finance Authority (CHFA), and CHFA in turn puts the PAB to use in our community. The City of Montrose has not desired to issue bonds directly, as there is risk and administrative burden in doing so. Allocating the PAB directly to CHFA allows our community to benefit from the PAB allocation without the City directly issuing bonds. In 2020, CHFA worked with the City of Montrose to use the City’s PAB allocation to support Steele Properties, LLC’s rehabilitation of San Juan Apartments, which serves Senior (62+ years old) Section 8 and residents with disabilities.

City staff again this year recommends that City Council consider assigning our PAB allocation to CHFA, and request that CHFA use the PAB if there is the opportunity to support first time home ownership investment, a multifamily affordable housing project, and/or use the PAB allocation to support CHFA’s homeownership program known as FirstStep. If the City Council allocates PAB to CHFA, CHFA will ensure that the funding is used within the City of Montrose to benefit our community.

RESOLUTION 2021-14 AUTHORIZING ASSIGNMENT TO THE
COLORADO HOUSING AND FINANCE
AUTHORITY OF A PRIVATE ACTIVITY
BOND ALLOCATION OF THE
CITY OF MONTROSE PURSUANT
TO THE COLORADO PRIVATE ACTIVITY
BOND CEILING ALLOCATION ACT

WHEREAS, the City of Montrose is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Montrose is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Montrose has an allocation of the 2021 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2021 (the "2021 Allocation"); and

WHEREAS, the City of Montrose has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Montrose and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2021 Allocation; and

WHEREAS, the City of Montrose has determined that the 2021 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and

moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Montrose has determined to assign \$1,091,612 of its 2021 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Montrose and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montrose as follows:

1. The assignment to the Authority of \$1,091,612 of the City of Montrose's 2021 Allocation be and hereby is approved.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the City Council be and hereby are authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The City Council of the City of Montrose be and hereby are authorized to execute and deliver the Assignment of Allocation on behalf of the City of Montrose and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Assignor:

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: August 3, 2021
RE: Lease and Sublease Agreement for 3325 North Townsend Avenue (Brown Center)
ATTACHMENTS: Final “clean” Lease & Sublease; Redline Lease & Sublease

City Council Consideration

City Council is considering a lease agreement and a sublease agreement for the City-owned building located at 3325 North Townsend Avenue.

Background

The City of Montrose (“City”) leases the building located at 3325 North Townsend Avenue (“Brown Center”) to the Tuxedo Corn Company, LLC (“Tuxedo Corn”). The City and Tuxedo Corn entered into the current three-year lease in 2018, and it expires on September 15, 2021. Tuxedo Corn subleases the Brown Center to Montrose Lighthouse, Inc. (“Lighthouse”). The City is a signator on the sublease between Tuxedo Corn and Lighthouse, which also expires on September 15, 2021. City Council is considering a new four-year lease and new sublease, both with minimal changes.

Tuxedo Corn utilizes the Brown Center as dormitory housing for seasonal agricultural H-2A workers during the growing season. Lighthouse utilizes the Brown Center as an emergency shelter for the homeless during the winter season.

Attached to this memo, please find a final proposed lease and sublease as well as redline versions showing changes that are proposed to be made to the existing lease. Notable changes include the following:

LEASE

- Monthly rate is reduced from \$590.00 per month to \$10.00 per month. In July, 2019, City Council approved an amendment to the lease that reduced the rent from \$590.00 per month to \$1.00 per month, in exchange for Tuxedo Corn assuming landscaping maintenance responsibilities and costs. This lease memorializes this amendment, and

the City Attorney advises \$10.00 per month is a standard minimal rate, as opposed to \$1.00 per month. Please see Exhibit B of the lease agreement for landscaping maintenance details.

- Updated monetary limitations provided by the Colorado Governmental Immunity Act.
- Modified liability insurance limits in Section 16 corresponding with an amendment approved by City Council in November, 2018.
- Addition of language in Section 23 concerning termination of lease by lessee.

SUBLEASE

- Addition of language in Section 4 concerning compliance with occupancy requirements.
- Addition of language in Section 7 concerning termination of sublease by sublessee.



COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease" or "Agreement") is made and effective this ____ day of _____, 2021, by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, with a principal address of 433 South First Street, Montrose, CO 81401 ("Lessor") and the Tuxedo Corn Company, LLC, a Colorado Limited Liability Company, with a primary address of 5609 Amber Road, Olathe, CO 81425 ("Lessee"); the aforementioned entities may sometimes be collectively referred to as the ("Parties").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. BASIC TERMS: The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below:

Commencement Date:

Term of Lease: Ending on SEPTEMBER 15, 2025

Base Rent: \$10/month

Additional Rent: Taxes, if any

Insurance

Utilities

Premises Maintenance

Security System Monitoring and Maintenance, if any

Permitted Use of Premises: Migrant worker and emergency homeless housing

Advance rent: \$0.00

Security Deposit: \$0.00

2. DESCRIPTION OF PREMISES. Lessor leases to Lessee the building commonly known as the Brown Center, 3325 North Townsend Avenue, Montrose, Colorado, County of Montrose, State of Colorado and as further described on Exhibit A attached hereto (hereinafter referred to as, the "Premises").
3. RENT. The monthly rent shall be \$10.00. This shall be construed always as a monthly tenancy.
4. SECURITY DEPOSIT. A security deposit in the amount of \$0.00 is held by Lessor.
5. USE OF PREMISES. The Premises are to be used for the purpose set forth in Section 1 above. It shall be the burden of Lessee to ensure that it may lawfully conduct its intended business on the Premises with any local or governmental authority. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. Lessee covenants that Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, or municipal authority and will not do anything on or in the Premises in contravention of any of them.
6. RESTRICTIONS ON USE. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance. Lessee shall not allow habitation on the premises other than inside the dormitory building.
7. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.
8. REPAIRS AND MAINTENANCE. Lessee shall be responsible for maintaining/repairing the Premises in at its expense with the exception of the following: Lessor shall maintain/repair major plumbing issues, major HVAC issues, and major roofing/interior and exterior walls/foundation if Lessor has the resources to do so and is on notice of the necessity or repair. If Lessor is unable to secure funding for the repair, Lessee may opt to repair/maintain such items at its sole expense or may terminate its tenancy and vacate within 15 days. Lessee shall keep the Premises free of ice and snow and debris. Lessor reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to time. In the exercise of those rights, Lessor shall minimize any interference with Lessee's use

of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Lessee shall be responsible also at its sole expense for landscaping maintenance. Such landscape maintenance shall meet the specifications as set forth in **Exhibit B** incorporated herewith.

9. IMPROVEMENTS TO PREMISES. Lessee shall make no improvements or alterations to the Premises without written approval by Lessor. If Lessee does make improvements without consent, Lessee is in breach of the Lease. If Lessee does make improvements with or without written consent, any such improvements shall become permanent fixtures to the Premises and may not be removed from the Premises upon abandonment, eviction, or the termination of any tenancy contemplated herein. Lessee assumes this risk and has contemplated it prior to any improvement or alteration of the Premises. In the event that Lessee does make alterations or improvements, Lessee agrees to abide by all codes, ordinances, variances, permitting requirements, etc. which apply to the Premises. It shall use an experienced engineer to monitor and approve any alteration or modification of the Premises as the building of a certain age and condition.
10. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter on the Premises at any time without prior written notice to Lessee to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupation thereof.
11. UTILITIES. Lessee shall arrange and pay for utilities furnished to the Premises for the term of this Lease, including electricity, gas, water, sewer, telephone service and waste removal. Lessee shall not use any equipment or device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services.
12. PARTIAL DESTRUCTION OF PREMISES. Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this Lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 30 days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within 10 days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Lessee as provided for herein. If the repairs cannot be made in 30 days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
13. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE. Lessee shall not have the right to place on the Leased Premises.
14. BUSINESS SALE SIGNS. Lessee shall not conduct "Quitting Business", "Lost Our Lease", "Bankruptcy", or other sales of that nature on the Premises without the written consent of Lessor.
15. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. The Lessee agrees to indemnify and hold harmless the City, its elected officials, officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury,

sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Lessee, or any officer, employee, representative, or agent of the Lessee, or which arise out of any workers' compensation claim of any employee of the Lessee. The Lessee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City, its elected officials, officers, or its employees. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*

16. INSURANCE.

16.1. Liability Insurance.

(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability Policy protecting Lessee and Lessor against claims for bodily injury, personal injury and property damage based upon or arising out of the use, occupancy or maintenance/repair of the Premises and all areas appurtenant. Lessee thereto. Such insurance shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contracts" for the performance of Lessee's indemnity obligations under this Lease. In addition, Lessee shall at all times maintain in force a general liability policy in an amount of \$3,000,000.00, insuring against excess losses by reason of risks insured against under the above described primary policy. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessor shall be named as an additional insured under such liability policies. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual.

16.2. Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, X, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Commencement Date, or Lessee's early access to the Premises, deliver to Lessor certificates evidencing the existence and amounts of the insurance required to be maintained by Lessee hereunder. No such policy shall be cancelable except after ten (10) days' prior written notice to Lessor. Lessee shall furnish Lessor with certificates as evidence of renewals and shall continue to provide such certificates during the Term of this Lease upon the written request of Lessor therefor. Such policies shall be for a term of at least five years, or the length of the remaining Term of this Lease, whichever is less. Lessee shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to City. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Lease.

(b) The policy coverage as required above shall be endorsed to include the City, its officers, agents and employees as additional insured. Every policy required above shall be primary insurance and any insurance carried by the City or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Lessee. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under any policy required above.

(c) The certificate of insurance shall be completed by the Lessee's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to execution hereof. Failure on the part of the Lessee to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this Lease. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(d) Lessee shall provide renter's insurance at Lessee's expense on the premises, adequate to cover any damage to the Leased Premises in connection with Lessee's use thereof under the terms of this Lease.

16.3. Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried, or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

16.4. Indemnity. Except for Lessor's negligence or willful misconduct (which shall include the negligence and willful misconduct of Lessor's employees, property or asset managers, agents, representatives, contractors and invitees), Lessee shall indemnify, protect, defend and hold harmless the Lessor from and against any and all claims, damages, liens, judgments, penalties, reasonable attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Notwithstanding any other provision that may be contained in this Lease, under no circumstances shall Lessee be liable for or obligated to pay or discharge any indirect, special, punitive, incidental or consequential damage.

16.5. Hazardous Substances.

(a) Restrictions on Use. For purposes of this Lease, the term "Hazardous Substance" means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" which, as of the Commencement Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and similar compounds. Lessee shall not cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises

by Lessee in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Lessee may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

(b) Duty to inform Lessor. If Lessee becomes aware that a Hazardous Substance has been released in, on, under or about the Premises by Lessee or anyone acting by or through Lessee in violation of any Applicable Laws, Lessee shall promptly give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which is in Lessee's possession concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. If Lessee shall cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises in violation of any Applicable Laws (including through the plumbing or sanitary sewer system), then Lessee shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term, by or for Lessee. Lessee's obligation to remediate any such contamination shall be deemed conclusively to have been satisfied once the contamination has been reduced below applicable regulatory action levels.

(d) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees, agents, representatives, lenders and subLessees, harmless from and against any and all claims, damages (including, without limitation, costs of remediation), liabilities, judgments, penalties, fines, expenses, and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substances which (i) existed on, in or under the Project, or any portion thereof, prior to Lessee's occupancy of the Premises, (ii) are spilled or released upon any portion of the Project by any person other than Lessee or Lessee's agents, employees, representatives, contractors, subLessees or invitees, or (iii) are caused by the negligence or willful misconduct of Lessor, or its agents, employees, contractors or invitees. Lessor's obligations hereunder shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or earlier termination of this Lease.

(e) Investigation and Remediations. Lessor shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Lessee's occupancy of the Premises. Lessee shall cooperate reasonably in any such activities at the request of Lessor (but at no cost to Lessee), including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Lessor has disclosed to Lessee in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Lessor agrees to provide Lessee with copies of any environmental reports performed by Lessor or in Lessor's possession, custody or control with respect to the Premises.

(f) Termination Option. In the event that during the Term any Hazardous Substances shall be released or spilled in, on, under or about the Premises (and the release or spill is not the result of any act or omission by Lessee), and as a result

thereof, Lessee reasonably concludes that the continued occupancy of the Premises could expose Lessee's employees, subLessees or invitees to any significant health risk, or could expose Lessee to any clean-up or other remediation obligation, Lessee shall have the right to terminate this Lease upon the delivery of a written notice of termination to Lessor.

17. REAL PROPERTY TAXES. As used herein, the term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond(s) or rental levy or tax (other than inheritance, income, franchise or estate taxes) imposed upon or levied against the Premises by any authority having the direct or indirect power to tax, including any city, county, state or other local taxing authority of a jurisdiction within which the Premises are located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises. Lessee shall pay the Real Property Taxes applicable to the Premises during the Term of this Lease. All such payments shall be made prior to any applicable delinquency date.
18. OTHER TAXES. The Lessee shall be responsible for collecting all sales and use tax associated with the business related to taxable sales made upon the leased premises, and submitting said tax to the City, and keeping appropriate books and records thereof, pursuant to applicable City Ordinances and Regulations. Payment of sales and use taxes to the City shall be a material provision of this Lease.
19. ASSIGNMENT, SUBLEASE, OR LICENSE. Lessee shall have the right to assign this Lease, and its rights and interests under this Lease (and, in connection therewith, to delegate its duties and obligations under this Lease), or to sublease all or any portion of the Premises. Any such assignment or sublease shall first be approved by the Lessor herein, which approval shall not be unreasonably withheld. The Lessee shall provide a copy of the sub-lease agreement to the Landlord. Nothing in the sub-lease agreement shall supersede or contradict the terms described in this original lease agreement.
20. PARKING. During the term of this Lease, Lessee shall have the non-exclusive use in common with Landlord, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas in reasonable proximity to the Building, for Lessee and Lessee's agents and employees.
21. BREACH. The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have 5 days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the 5-day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within 30 days after receipt of the notice.
22. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease and fails to make corrections in the time permitted under this Lease:
 - a. Lessor may terminate the Lease on giving 10 days' written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.
 - b. After re-entering, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at such reasonable rent and on such reasonable

terms. Lessor may make alterations and repairs to the Premises. The duties and liabilities of the parties of the premises are relet as provided herein shall be as follows:

- i. In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all expenses of the reletting, for the repairs made, and for the difference between the rent received by Lessor under the new Lease and the rent installments that are due for the same period under this Lease.
- ii. Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee's indebtedness to Lessor under Lease, not including indebtedness for rent, (2) to expenses of the reletting and repairs made, (3) to rent due under this Lease, or (4) to payment of future rent under this Lease as it becomes due.
- c. **If Lessee is in default in the payment of any money**, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default continues following any specific due date on which Lessee is to make such payment, or in the absence of such specific due date, for the 3 days following written notice by Lessor requiring Lessee to pay the same then, at the option of Lessor, this Lease may be terminated and Lessor may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
- d. Unless otherwise provided for in this Lease, **if Lessee does not observe, perform and keep each and every of the non-monetary covenants**, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by Lessee and persists in such default, after 3 days following written notice from Lessor requiring that Lessee remedy, correct or comply at the option of Lessor, this Lease may be terminated upon 3 days' notice and Lessor may without further notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
- e. If and whenever: Lessee's leasehold interest hereunder, or any goods, chattels or equipment of Lessee located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Lessee or Lessee will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Lessee; or Lessee fails to commence, diligently pursue and complete Lessee's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Lessor, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Lessor, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Lessor may without notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

f. In the event that Lessor has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

23. TERMINATION BY LESSEE Lessee may elect, during the pendency of the lease period, to terminate the Lease Agreement at will should it be determined by its agents that business necessity and convenience require it to do so. Termination of this Lease shall require written notice **Ninety (90) days** in advance from the Lessee, to be served by the Lessee at its own expense upon the Lessor. No verbal representation of any kind by either party shall be acceptable in lieu of written notice to terminate. Nor shall any verbal representation by Lessor/Agent be acceptable as authorization for premature termination by Lessee. In the event that Lessee exercises this clause to terminate the Lease, on the expiration of the time period fixed in the ninety day notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability under other provisions of this agreement and applicable law, as if the date fixed in the notice of termination were the end of the Lease.
24. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by hand delivery, or via United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

City of Montrose
Attn: Ross Valdez
433 South First Street
P.O. Box 790
Montrose, Colorado 81402-0790

Or

City of Montrose
City Attorney
433 South First Street
P.O. Box 790
Montrose, CO 81402-0790

If to Lessee to:

John Harold
P.O. Box 508
Olathe, CO 81425

Landlord and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

25. ATTORNEYS' FEES. If either party commences an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the prevailing party shall recover reasonable attorneys' fees in arbitration or litigation.
26. CONDEMNATION. Eminent domain proceedings resulting in the condemnation of all or a part of the Premises leased herein will terminate this Lease. Lessee hereby assigns and

transfers to Lessor any claim he may have to compensation for damages as a result of any condemnation.

27. HOLDING OVER. At the end of the Term specified in Paragraph 1, Lessee shall be considered a holdover Lessee and shall be bound under the essential terms of this Lease. The Base Rent shall be \$10.00 per month.
28. RIGHT TO SHOW PREMISES. Lessee acknowledges that Lessor or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice Lessee will permit to remain on them.
29. QUIET POSSESSION. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the entire Term hereof. This is qualified and subject to any action by Lessee to, with Lessor's approval, enter into any sublease or assignment pursuant to paragraph 19 of this Lease Agreement.
30. THIS PARAGRAPH IS RESERVED.
31. WAIVER OF CONSEQUENTIAL DAMAGES. Anything to the contrary in the Lease notwithstanding, Parties hereby waives any consequential damages, compensation or claims for inconvenience of loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Lessor or Lessee or its representatives, agents or employees.
32. SEVERABILITY. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
33. AMENDMENT OF LEASE. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party
34. NO WAIVER. No provision of this Lease will be deemed to have been waived by Lessor or Lessee unless a written waiver from Lessor or Lessee, respectively, has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by Lessor on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by Lessor or in any way to defeat or affect the rights and remedies of Lessor.
35. LESSOR MAY PERFORM. If Lessee fails to observe, perform or cause any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, Lessor may, but will not be obliged to, at its discretion and without prejudice, rectify the default of Lessee. Lessor will have the right to enter the Premises for the purpose of correcting or remedying any default of Lessee and to remain until the default has been corrected or remedied. However, any expenditure by Lessor incurred in any correction of a default of Lessee will not be deemed to waive or release Lessee's default or Lessor's right to take any action as may be otherwise permissible under this Lease in the case of any default.
36. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. Venue shall be in Montrose County, Colorado.
37. GENERAL PROVISIONS
 - a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
 - b. All sums payable by Lessee to Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Lessor as rental arrears.

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by John Harold, for TUXEDO CORN COMPANY LLC.

Witness my hand and official seal.
My commission expires: _____.

(SEAL) _____
Notary

EXHIBIT A
Boundary of leased premises



EXHIBIT B
Landscape Maintenance Specifications

As a property owned by the City of Montrose, the landscaped areas within the leased premises shall be maintained to a level consistent with other City of Montrose facilities in order to reflect positively as a publicly owned facility. At a minimum, the Lessee agrees to complete the following maintenance tasks on the leased premises as a term of the lease:

- Startup and shut down/winterize irrigation system
- Apply Fertilization and Broadleaf application to the turf areas as recommended by the City of Montrose
- Apply a pre-emergent application on the turf areas as recommended by the City of Montrose
- Mowing and trimming of lawn areas weekly during the growing season
- Weed spraying as needed
- Pruning of trees as recommended by the City of Montrose
- Clean up of leaves and debris in Fall
- Clean up and litter removal

COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease” or “Agreement”) is made and effective this ____ day of _____, 2021~~18~~, by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, with a principal address of 433 South First Street, Montrose, CO 81401 (“Lessor”) and the Tuxedo Corn Company, LLC, a Colorado Limited Liability Company, with a primary address of 5609 Amber Road, Olathe, CO 81425 (“Lessee”); the aforementioned entities may sometimes be collectively referred to as the (“Parties”).

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. BASIC TERMS:** The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below:

Commencement Date:

Term of Lease: ~~3-years~~ Ending on SEPTEMBER 15, 202~~51~~

Base Rent: ~~\$10590.00~~/month

Additional Rent: Taxes, if any
Insurance
Utilities
Premises Maintenance
Security System Monitoring and Maintenance, if any

Permitted Use of Premises: Migrant worker and emergency homeless housing

Advance rent: \$0.00

Security Deposit: \$0.00
- 2. DESCRIPTION OF PREMISES.** Lessor leases to Lessee the building commonly known as the Brown Center, 3325 North Townsend Avenue, Montrose, Colorado, County of Montrose, State of Colorado and as further described on Exhibit A attached hereto (hereinafter referred to as, the “Premises”).
- 3. RENT.** ~~The total rent under this Lease is \$21,240.00. The monthly rent shall be \$10.00.~~ This shall be construed always as a monthly tenancy.
- 4. SECURITY DEPOSIT.** A security deposit in the amount of \$0.00 is held by Lessor.
- 5. USE OF PREMISES.** The Premises are to be used for the purpose set forth in Section 1 above. It shall be the burden of Lessee to ensure that it may lawfully conduct its intended business on the Premises with any local or governmental authority. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. Lessee covenants that Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, or municipal authority and will not do anything on or in the Premises in contravention of any of them.
- 6. RESTRICTIONS ON USE.** Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance. Lessee shall not allow habitation on the premises other than inside the dormitory building.
- 7. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** Lessee shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.
- 8. REPAIRS AND MAINTENANCE.** Lessee shall be responsible for maintaining/repairing the Premises in at its expense with the exception of the following: Lessor shall maintain/repair major plumbing issues, major HVAC issues, and major roofing/interior and exterior walls/foundation if Lessor has the resources to do so and is on notice of the necessity or repair. If Lessor is unable to secure funding for the repair, Lessee may opt to repair/maintain such items at its sole expense or may terminate its tenancy and vacate within 15 days. Lessee shall keep the Premises free of ice and snow and debris. Lessor reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to

time. In the exercise of those rights, Lessor shall minimize any interference with Lessee's use of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Lessee shall be responsible also at its sole expense for landscaping maintenance. Such landscape maintenance shall meet the specifications as set forth in Exhibit B incorporated herewith.

9. IMPROVEMENTS TO PREMISES. Lessee shall make no improvements or alterations to the Premises without written approval by Lessor. If Lessee does make improvements without consent, Lessee is in breach of the Lease. If Lessee does make improvements with or without written consent, any such improvements shall become permanent fixtures to the Premises and may not be removed from the Premises upon abandonment, eviction, or the termination of any tenancy contemplated herein. Lessee assumes this risk and has contemplated it prior to any improvement or alteration of the Premises. In the event that Lessee does make alterations or improvements, Lessee agrees to abide by all codes, ordinances, variances, permitting requirements, etc. which apply to the Premises. It shall use an experienced engineer to monitor and approve any alteration or modification of the Premises as the building of a certain age and condition.
10. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter on the Premises at any time without prior written notice to Lessee to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupation thereof.
11. UTILITIES. Lessee shall arrange and pay for utilities furnished to the Premises for the term of this Lease, including electricity, gas, water, sewer, telephone service and waste removal. Lessee shall not use any equipment or device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services.
12. PARTIAL DESTRUCTION OF PREMISES. Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this Lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 30 days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within 10 days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Lessee as provided for herein. If the repairs cannot be made in 30 days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
13. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE. Lessee shall not have the right to place on the Leased Premises.
14. BUSINESS SALE SIGNS. Lessee shall not conduct "Quitting Business", "Lost Our Lease", "Bankruptcy", or other sales of that nature on the Premises without the written consent of Lessor.
15. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. The Lessee agrees to indemnify and hold harmless the City, its elected officials, officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss,

or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Lessee, or any officer, employee, representative, or agent of the Lessee, or which arise out of any workers' compensation claim of any employee of the Lessee. The Lessee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City, its elected officials, officers, or its employees. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.

16. INSURANCE.

16.1. Liability Insurance.

(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability Policy protecting Lessee and Lessor against claims for bodily injury, personal injury and property damage based upon or arising out of the use, occupancy or maintenance/repair of the Premises and all areas appurtenant. Lessee thereto. Such insurance shall be written on an occurrence basis in an amount not less than ~~\$2,000,000.00~~ \$1,000,000 per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contracts" for the performance of Lessee's indemnity obligations under this Lease. In addition, Lessee shall at all times maintain in force a general ~~an umbrella~~ liability policy in an amount of \$3,000,000.00, insuring against excess losses by reason of risks insured against under the above described primary policy. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessor shall be named as an additional insured under such liability policies. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual.

16.2. Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, X, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Commencement Date, or Lessee's early access to the Premises, deliver to Lessor certificates evidencing the existence and amounts of the insurance required to be maintained by Lessee hereunder. No such policy shall be cancelable except after ten (10) days' prior written notice to Lessor. Lessee shall furnish Lessor with certificates as evidence of renewals and shall continue to provide such certificates during the Term of this Lease upon the written request of Lessor therefor. Such policies shall be for a term of at least five years, or the length of the remaining Term of this Lease, whichever is less. Lessee shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to City. In the case of any claims made

policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Lease.

(b) The policy coverage as required above shall be endorsed to include the City, its officers, agents and employees as additional insured. Every policy required above shall be primary insurance and any insurance carried by the City or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Lessee. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under any policy required above.

(c) The certificate of insurance shall be completed by the Lessee's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to execution hereof. Failure on the part of the Lessee to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this Lease. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(d) Lessee shall provide renter's insurance at Lessee's expense on the premises, adequate to cover any damage to the Leased Premises in connection with Lessee's use thereof under the terms of this Lease.

16.3. Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried, or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

16.4. Indemnity. Except for Lessor's negligence or willful misconduct (which shall include the negligence and willful misconduct of Lessor's employees, property or asset managers, agents, representatives, contractors and invitees), Lessee shall indemnify, protect, defend and hold harmless the Lessor from and against any and all claims, damages, liens, judgments, penalties, reasonable attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Notwithstanding any other provision that may be contained in this Lease, under no circumstances shall Lessee be liable for or obligated to pay or discharge any indirect, special, punitive, incidental or consequential damage.

16.5. Hazardous Substances.

(a) Restrictions on Use. For purposes of this Lease, the term "Hazardous Substance" means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" which, as of the Commencement Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and

similar compounds. Lessee shall not cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises by Lessee in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Lessee may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

(b) Duty to inform Lessor. If Lessee becomes aware that a Hazardous Substance has been released in, on, under or about the Premises by Lessee or anyone acting by or through Lessee in violation of any Applicable Laws, Lessee shall promptly give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which is in Lessee's possession concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. If Lessee shall cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises in violation of any Applicable Laws (including through the plumbing or sanitary sewer system), then Lessee shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term, by or for Lessee. Lessee's obligation to remediate any such contamination shall be deemed conclusively to have been satisfied once the contamination has been reduced below applicable regulatory action levels.

(d) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees, agents, representatives, lenders and subLessees, harmless from and against any and all claims, damages (including, without limitation, costs of remediation), liabilities, judgments, penalties, fines, expenses, and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substances which (i) existed on, in or under the Project, or any portion thereof, prior to Lessee's occupancy of the Premises, (ii) are spilled or released upon any portion of the Project by any person other than Lessee or Lessee's agents, employees, representatives, contractors, subLessees or invitees, or (iii) are caused by the negligence or willful misconduct of Lessor, or its agents, employees, contractors or invitees. Lessor's obligations hereunder shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or earlier termination of this Lease.

(e) Investigation and Remediations. Lessor shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Lessee's occupancy of the Premises. Lessee shall cooperate reasonably in any such activities at the request of Lessor (but at no cost to Lessee), including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Lessor has disclosed to Lessee in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Lessor agrees to provide Lessee with copies of any environmental reports performed by Lessor or in Lessor's possession, custody or control with respect to the Premises.

(f) Termination Option. In the event that during the Term any Hazardous Substances shall be released or spilled in, on, under or about the Premises (and the release or spill is not the result of any act or omission by Lessee), and as a result thereof, Lessee reasonably concludes that the continued occupancy of the Premises could expose Lessee's employees, subLessees or invitees to any significant health risk, or could expose Lessee to any clean-up or other remediation obligation, Lessee shall have the right to terminate this Lease upon the delivery of a written notice of termination to Lessor.

17. REAL PROPERTY TAXES. As used herein, the term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond(s) or rental levy or tax (other than inheritance, income, franchise or estate taxes) imposed upon or levied against the Premises by any authority having the direct or indirect power to tax, including any city, county, state or other local taxing authority of a jurisdiction within which the Premises are located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises. Lessee shall pay the Real Property Taxes applicable to the Premises during the Term of this Lease. All such payments shall be made prior to any applicable delinquency date.
18. OTHER TAXES. The Lessee shall be responsible for collecting all sales and use tax associated with the business related to taxable sales made upon the leased premises, and submitting said tax to the City, and keeping appropriate books and records thereof, pursuant to applicable City Ordinances and Regulations. Payment of sales and use taxes to the City shall be a material provision of this Lease.
19. ASSIGNMENT, SUBLEASE, OR LICENSE. Lessee shall have the right to assign this Lease, and its rights and interests under this Lease (and, in connection therewith, to delegate its duties and obligations under this Lease), or to sublease all or any portion of the Premises. Any such assignment or sublease shall first be approved by the Lessor herein, which approval shall not be unreasonably withheld. The Lessee shall provide a copy of the sub-lease agreement to the Landlord. Nothing in the sub-lease agreement shall supersede or contradict the terms described in this original lease agreement.
20. PARKING. During the term of this Lease, Lessee shall have the non-exclusive use in common with Landlord, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas in reasonable proximity to the Building, for Lessee and Lessee's agents and employees.
21. BREACH. The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have 5 days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the 5-day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within 30 days after receipt of the notice.
22. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease and fails to make corrections in the time permitted under this Lease:
 - a. Lessor may terminate the Lease on giving 10 days' written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value

of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

b. After re-entering, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at such reasonable rent and on such reasonable terms. Lessor may make alterations and repairs to the Premises. The duties and liabilities of the parties of the premises are relet as provided herein shall be as follows:

i. In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all expenses of the reletting, for the repairs made, and for the difference between the rent received by Lessor under the new Lease and the rent installments that are due for the same period under this Lease.

ii. Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee's indebtedness to Lessor under Lease, not including indebtedness for rent, (2) to expenses of the reletting and repairs made, (3) to rent due under this Lease, or (4) to payment of future rent under this Lease as it becomes due.

c. **If Lessee is in default in the payment of any money**, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default continues following any specific due date on which Lessee is to make such payment, or in the absence of such specific due date, for the 3 days following written notice by Lessor requiring Lessee to pay the same then, at the option of Lessor, this Lease may be terminated and Lessor may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

d. Unless otherwise provided for in this Lease, **if Lessee does not observe, perform and keep each and every of the non-monetary covenants**, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by Lessee and persists in such default, after 3 days following written notice from Lessor requiring that Lessee remedy, correct or comply at the option of Lessor, this Lease may be terminated upon 3 days' notice and Lessor may without further notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

e. If and whenever: Lessee's leasehold interest hereunder, or any goods, chattels or equipment of Lessee located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Lessee or Lessee will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Lessee; or Lessee fails to commence, diligently pursue and complete Lessee's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Lessor, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Lessor, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Lessor may without notice or any form of legal process whatever forthwith reenter

the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

f. In the event that Lessor has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

23. TERMINATION BY LESSEE Lessee may elect, during the pendency of the lease period, to terminate the Lease Agreement at will should it be determined by its agents that business necessity and convenience require it to do so. Termination of this Lease shall require written notice **Ninety (90) days** in advance from the Lessee, to be served by the Lessee at its own expense upon the Lessor. No verbal representation of any kind by either party shall be acceptable in lieu of written notice to terminate. Nor shall any verbal representation by Lessor/Agent be acceptable as authorization for premature termination by Lessee. In the event that Lessee exercises this clause to terminate the Lease, on the expiration of the time period fixed in the ninety day notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability under other provisions of this agreement and applicable law, as if the date fixed in the notice of termination were the end of the Lease.

23,24. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by hand delivery, or via United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

City of Montrose
Attn: ~~Ross Valdez~~Virgil Turner
433 South First Street
P.O. Box 790
Montrose, Colorado 81402-0790

Or

City of Montrose
City Attorney
433 South First Street
P.O. Box 790
Montrose, CO 81402-0790

If to Lessee to:

John Harold
P.O. Box 508
Olathe, CO 81425

Landlord and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

24,25. ATTORNEYS' FEES. If either party commences an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the prevailing party shall recover reasonable attorneys' fees in arbitration or litigation.

~~25.26.~~ CONDEMNATION. Eminent domain proceedings resulting in the condemnation of all or a part of the Premises leased herein will terminate this Lease. Lessee hereby assigns and transfers to Lessor any claim he may have to compensation for damages as a result of any condemnation.

~~26.27.~~ HOLDING OVER. At the end of the Term specified in Paragraph 1, Lessee shall be considered a holdover Lessee and shall be bound under the essential terms of this Lease. The Base Rent shall be \$10.00 per month.

~~27.28.~~ RIGHT TO SHOW PREMISES. Lessee acknowledges that Lessor or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice Lessee will permit to remain on them.

~~29.~~ QUIET POSSESSION. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the entire Term hereof. This is qualified and subject to any action by Lessee to, with Lessor's approval, enter into any sublease or assignment pursuant to paragraph 19 of this Lease Agreement.

~~28.30.~~ THIS PARAGRAPH IS RESERVED.

~~29.31.~~ WAIVER OF CONSEQUENTIAL DAMAGES. Anything to the contrary in the Lease notwithstanding, Parties hereby waives any consequential damages, compensation or claims for inconvenience of loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Lessor or Lessee or its representatives, agents or employees.

~~30.32.~~ SEVERABILITY. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

~~31.33.~~ AMENDMENT OF LEASE. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party

~~32.34.~~ NO WAIVER. No provision of this Lease will be deemed to have been waived by Lessor or Lessee unless a written waiver from Lessor or Lessee, respectively, has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by Lessor on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by Lessor or in any way to defeat or affect the rights and remedies of Lessor.

~~33.35.~~ LESSOR MAY PERFORM. If Lessee fails to observe, perform or cause any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, Lessor may, but will not be obliged to, at its discretion and without prejudice, rectify the default of Lessee. Lessor will have the right to enter the Premises for the purpose of correcting or remedying any default of Lessee and to remain until the default has been corrected or remedied. However, any expenditure by Lessor incurred in any correction of a default of Lessee will not be deemed to waive or release Lessee's default or Lessor's right to take any action as may be otherwise permissible under this Lease in the case of any default.

~~34.36.~~ GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. Venue shall be in Montrose County, Colorado.

~~35.37.~~ GENERAL PROVISIONS

- a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case

My commission expires: _____.

Notary

The foregoing instrument was acknowledged before me this ____ day of _____, 2021~~18~~, by John Harold, for TUXEDO CORN COMPANY LLC.

(SEAL)

Notary

EXHIBIT A
Boundary of leased premises



Sublease Agreement

This SUBLEASE AGREEMENT ("Sublease" or "Agreement") is made and is effective on and after the _____, 2021, between Tuxedo Corn Company, LLC, a Colorado Limited Liability Company, with a primary address of 5609 Amber Road, Olathe, CO 81425 ("Sublessor") and Montrose Lighthouse, Inc., a Colorado Nonprofit Corporation, with a primary address of 17687 6300 Road, Montrose, CO 81403 ("Sublessee"); the aforementioned entities may sometimes be collectively referred to as the ("Parties"), and is made with reference to the following facts:

- (i) Sublessor has entered into a "Lease Agreement" , with the City of Montrose, a Colorado home rule municipal corporation, with a principal address of 433 South First Street, Montrose, CO 81401 ("Lessor"), for real property and appurtenances thereon commonly known as the Brown Center, 3325 North Townsend Avenue, Montrose, Colorado, County of Montrose, State of Colorado ("Subject Property") and as further described in the Lease Agreement, a copy of which is attached hereto as "Exhibit A."
- (ii) Sublessor's primary purpose in leasing the Subject Property from Lessor is to provide dormitory housing for seasonal agricultural workers for a consortium of 20 local farmers who bring more than 100 such workers to the greater Montrose area from Mexico during the growing season, under H-2A Temporary Agricultural Visas. Sublessor anticipates that the Subject Property will not be needed for such purposes during the months outside that season.
- (iii) Sublessee is a charitable nonprofit corporation
- (iv) Sublessor desires to engage Sublessee to accept and perform its obligations under the Lease Agreement, and to sublet the Subject Premises to Sublessee during the winter months during the term of the Lease Agreement, for such months as may be separately agreed between Sublessor and Sublessee.

THE PARTIES HEREBY AGREE:

1. Sublessor hereby leases the Subject Premises to Sublessee, for a term coincident with the term of the Lease Agreement.
2. Sublessee agrees to faithfully perform, for itself or on behalf of Sublessor, all of the obligations of the Lease Agreement, and to observe all of the terms and conditions thereof.
3. Sublessor shall compensate Sublessee for such management services with respect to the Subject Premises as Sublessor may reasonably request to support Sublessor's operations thereon, in such an amount as may be mutually agreed.
4. Occupancy of Subject Property by Sublessee shall comply with all occupancy requirements as dictated by the Lease Agreement, Montrose Fire Protection District and City of Montrose Building Official. Increased

need for emergency shelter shall not qualify as a reason to breach this provision.

5. This Sublease is subject to termination by Sublessor for any breach of any term or condition of the Lease Agreement, in accordance with Section 21 of such Agreement, and Sublessor shall have all of the rights and privileges of Lessor reserved or granted to Lessor under such Agreement. This Sublease shall also automatically terminate in the event of a termination of the Lease Agreement for any reason.
6. Any notice required or permitted under this Sublease or the Lease shall be deemed given or served if made in accordance with the provisions of Section 23 of the Lease, with an additional copy thereof being given or served to Montrose Lighthouse, Inc., at the address written above.
7. Sublessee may terminate the lease without further liability upon giving 90 days written notice to both the Sublessor and the City of Montrose. This notice shall be served by the Sublessee at its own expense. No verbal representation of any kind by either party shall be acceptable in lieu of written notice to terminate. Nor shall any verbal representation by Lessor, its Agents, or assigns or by Sublessor and/or its Agents be acceptable as authorization for premature termination.

IN WITNESS WHEREOF, the parties have executed and made effective this Sublease as of the day and year first above written.

Tuxedo Corn Company, LLC

Montrose Lighthouse, Inc.

By: _____

By: _____

John Harold, its _____

L. Christian Hauck, President

Approval

This Sublease is hereby approved, provided that nothing herein shall in any way change, enlarge or reduce any of the rights given to or reserved by Lessor under the Lease Agreement.

City of Montrose

Doug Glaspell, Mayor

Sublease Agreement

This SUBLEASE AGREEMENT ("Sublease" or "Agreement") is made and is effective on and after the 15th day of September, 2021~~18~~, between Tuxedo Corn Company, LLC, a Colorado Limited Liability Company, with a primary address of 5609 Amber Road, Olathe, CO 81425 ("Sublessor") and Montrose Lighthouse, Inc., a Colorado Nonprofit Corporation, with a primary address of 17687 6300 Road, Montrose, CO 81403 ("Sublessee"); the aforementioned entities may sometimes be collectively referred to as the ("Parties"), and is made with reference to the following facts:

- (i) Sublessor has entered into a "Lease Agreement" ~~effective on and after the 15th day of September, 2018~~, with the City of Montrose, a Colorado home rule municipal corporation, with a principal address of 433 South First Street, Montrose, CO 81401 ("Lessor"), for real property and appurtenances thereon commonly known as the Brown Center, 3325 North Townsend Avenue, Montrose, Colorado, County of Montrose, State of Colorado ("Subject Property") and as further described in the Lease Agreement, a copy of which is attached hereto as "Exhibit Annex A."
- (ii) Sublessor's primary purpose in leasing the Subject Property from Lessor is to provide dormitory housing for seasonal agricultural workers for a consortium of 20 local farmers who bring more than 100 such workers to the greater Montrose area from Mexico during the growing season, under H-2A Temporary Agricultural Visas. Sublessor anticipates that the Subject Property will not be needed for such purposes during the months outside that season.
- (iii) Sublessee is a charitable nonprofit corporation, ~~operating under the IRC § 501(c)(3) fiscal sponsorship of another local charitable nonprofit corporation, and has been providing low-barrier emergency winter shelter for homeless persons for the past two winter seasons at another facility owned by Sublessor, which will not be available to Sublessee for all the months needed during the next winter season.~~
- (iv) Sublessor desires to engage Sublessee to accept and perform its obligations under the Lease Agreement, and to sublet the Subject Premises to Sublessee during the winter months during the term of the Lease Agreement, for such months as may be separately agreed between Sublessor and Sublessee.

THE PARTIES HEREBY AGREE:

1. Sublessor hereby leases the Subject Premises to Sublessee, for a term coincident with the term of the Lease Agreement.
2. Sublessee agrees to faithfully perform, for itself or on behalf of Sublessor, all of the obligations of the Lease Agreement, and to observe all of the terms and conditions thereof.

3. Sublessor shall compensate Sublessee for such management services with respect to the Subject Premises as Sublessor may reasonably request to support Sublessor's operations thereon, in such an amount as may be mutually agreed.
4. Occupancy of Subject Property by Sublessee shall comply with all occupancy requirements as dictated by the Lease Agreement, Montrose Fire Protection District and City of Montrose Building Official. Increased need for emergency shelter shall not qualify as a reason to breach this provision.
5. This Sublease is subject to termination by Sublessor for any breach of any term or condition of the Lease Agreement, in accordance with Section 21 of such Agreement, and Sublessor shall have all of the rights and privileges of Lessor reserved or granted to Lessor under such Agreement. This Sublease shall also automatically terminate in the event of a termination of the Lease Agreement for any reason.
6. Any notice required or permitted under this Sublease or the Lease shall be deemed given or served if made in accordance with the provisions of Section 23 of the Lease, with an additional copy thereof being given or served to Montrose Lighthouse, Inc., at the address written above.
- ~~6.7.~~ Sublessee may terminate the lease without further liability upon giving 90 days written notice to both the Sublessor and the City of Montrose. This notice shall be served by the Sublessee at its own expense. No verbal representation of any kind by either party shall be acceptable in lieu of written notice to terminate. Nor shall any verbal representation by Lessor, its Agents, or assigns or by Sublessor and/or its Agents be acceptable as authorization for premature termination.

IN WITNESS WHEREOF, the parties have executed and made effective this Sublease as of the day and year first above written.

Tuxedo Corn Company, LLC

Montrose Lighthouse, Inc.

By: _____

By: _____

John Harold, its _____

L. Christian Hauck, President

Approval

City of Montrose

Doug Glaspell~~Roy Anderson~~, Mayor

This Sublease is hereby approved, provided that nothing herein shall in any way change, enlarge or reduce any of the rights given to or reserved by Lessor under the Lease Agreement.



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner I
DATE: August 3, 2021
RE: ANX21-0014 Riverside Park Addition II
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration:

City Council is considering this annexation application and the associated zoning, which is done by considering approval of an annexation ordinance and a zoning ordinance at a first and second reading. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

June 14:	Council Work Session Overview
July 14:	Planning Commission zoning hearing
August 3:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
August 17:	2nd reading of annexation and zoning ordinances

Application Background:

The Riverside Park Addition II is a proposed annexation approximately 2.09 acres in size. The parcel is located south and west of Shane's Way and east of Chipeta Road. It is within the City's Urban Growth Boundary, the City of Montrose Water Service Area, and the West Montrose Sanitation District. Annexation of this property will clean-up an orphaned parcel of City-owned property. The Council Resolution to set a hearing date is not required for this annexation as it is a City-owned property.

Proposed Zoning: "P" Public District

Applicant: City of Montrose

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. The Petition for Annexation and annexation agreement are not required for this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. "The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added)."
 - b. Municipal Code, Section 4-4-11.1 (A) Intent: The "P" Public District provides public recreation facilities, government buildings and facilities, events or conference centers, school libraries, and other public lands and buildings. Uses are of a public, nonprofit, or charitable nature and provide a local service to the people of the community on a regular basis."
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned "P" Public District to the north and east, and agricultural (outside City limits) to the west and south.
4. The Comprehensive Plan Future Land Use Map designates the area of the Riverside Park Addition II as Residential Mixed Density Medium. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes, triplexes, and multi-family housing.
5. The property is located within Growth Area 2 which has some level of, or moderate proximity to, existing infrastructure according to the Comprehensive Plan.
6. The "P" zoning district does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation:

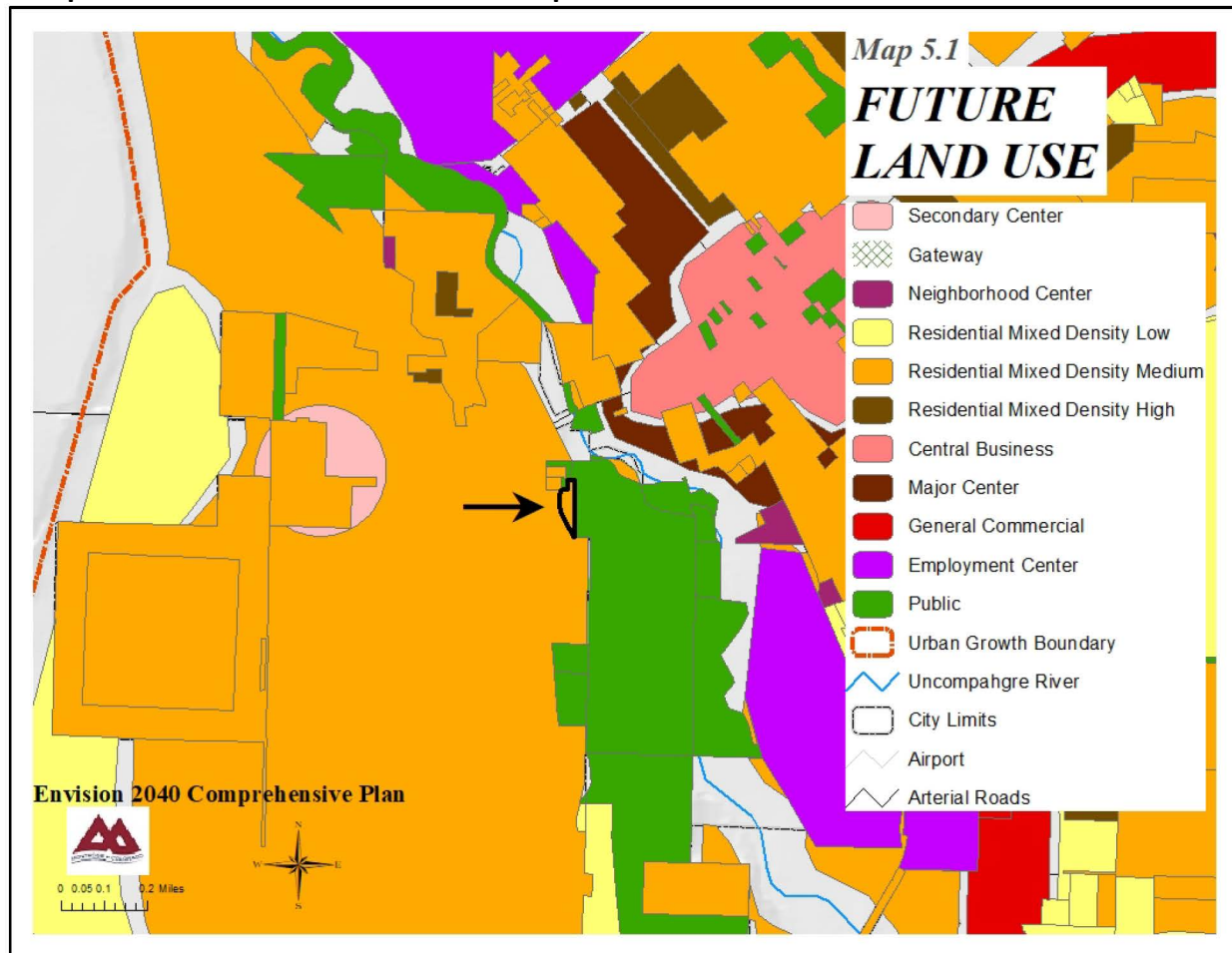
Staff recommends approval of the annexation and "P" Public District.



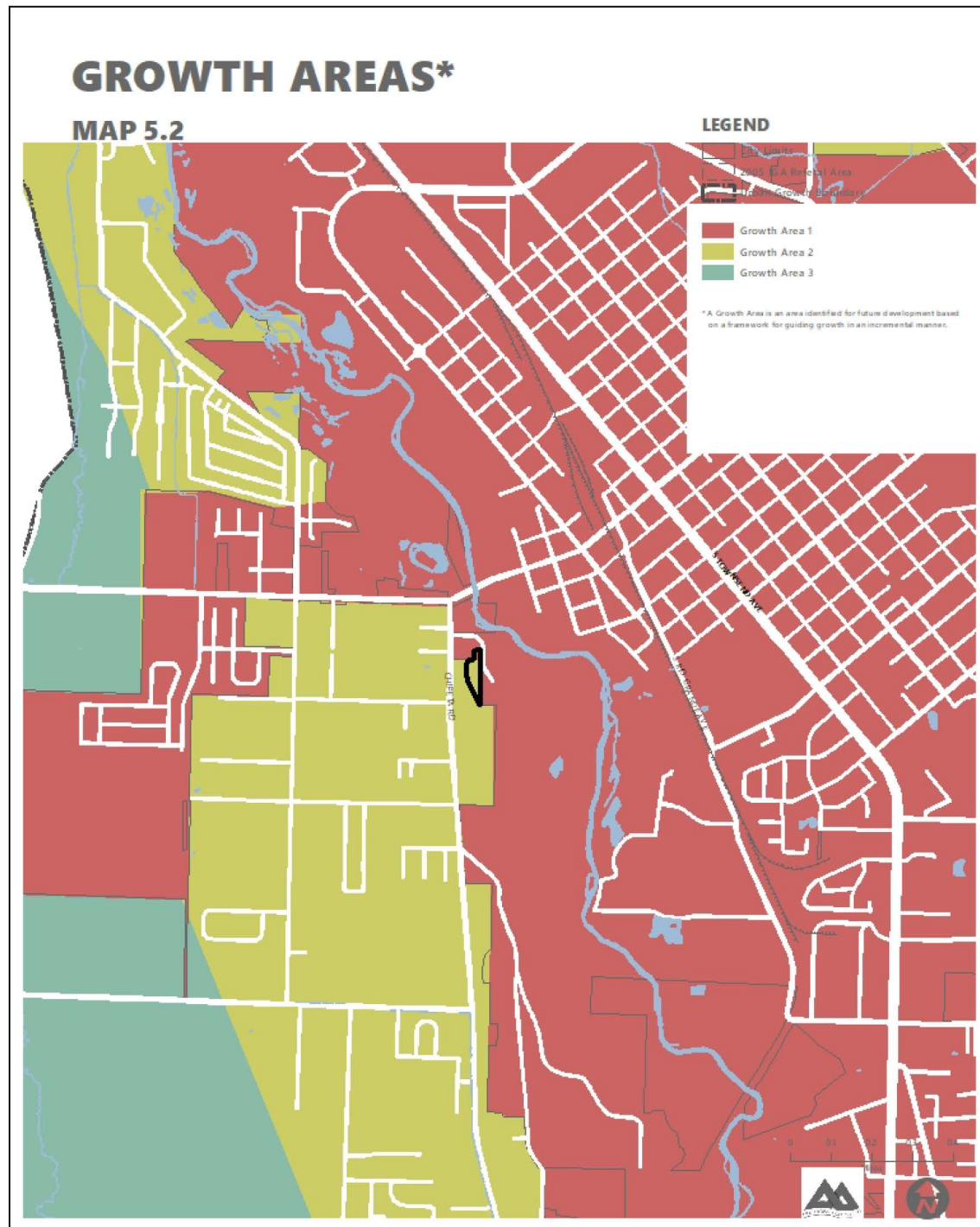
Vicinity Map

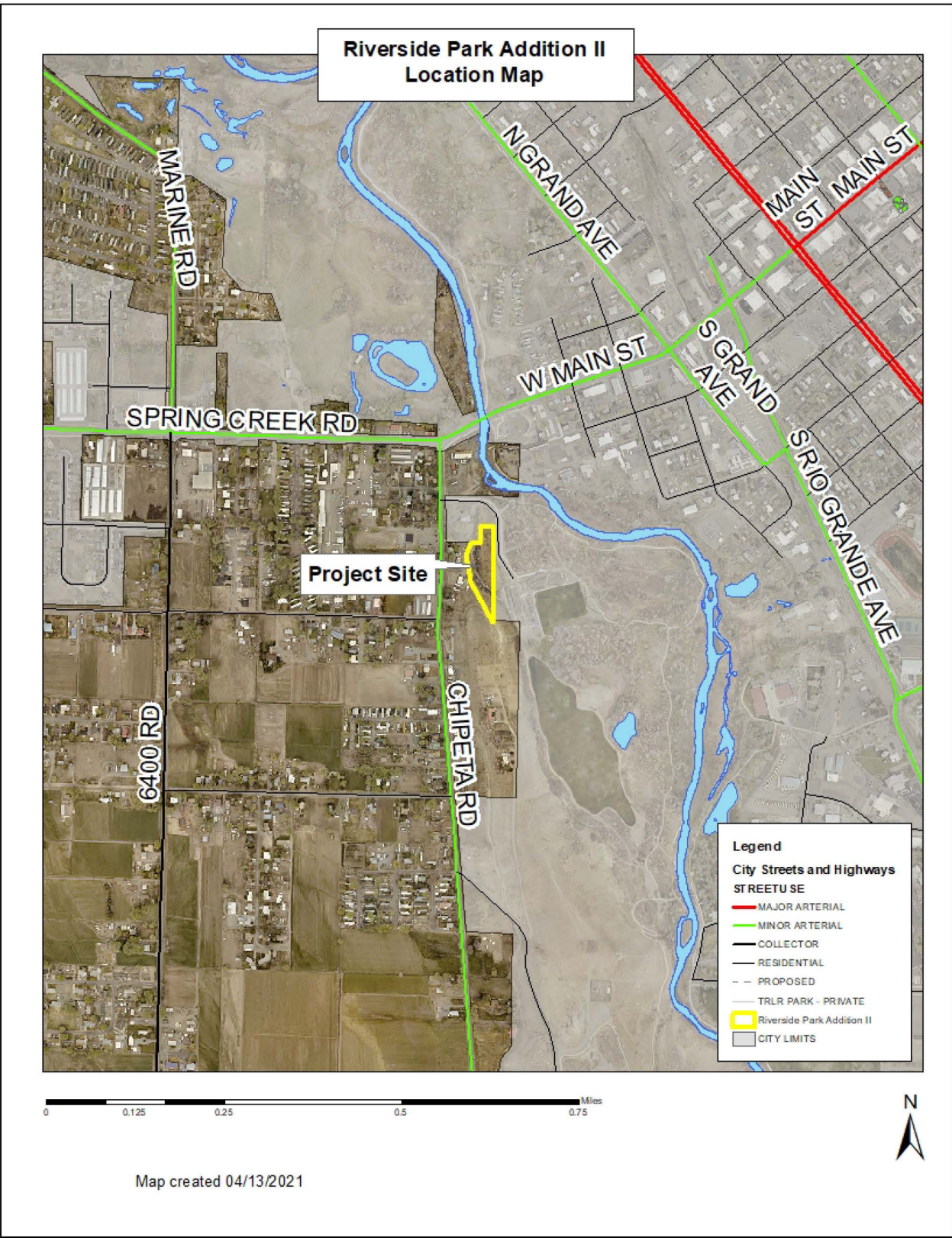


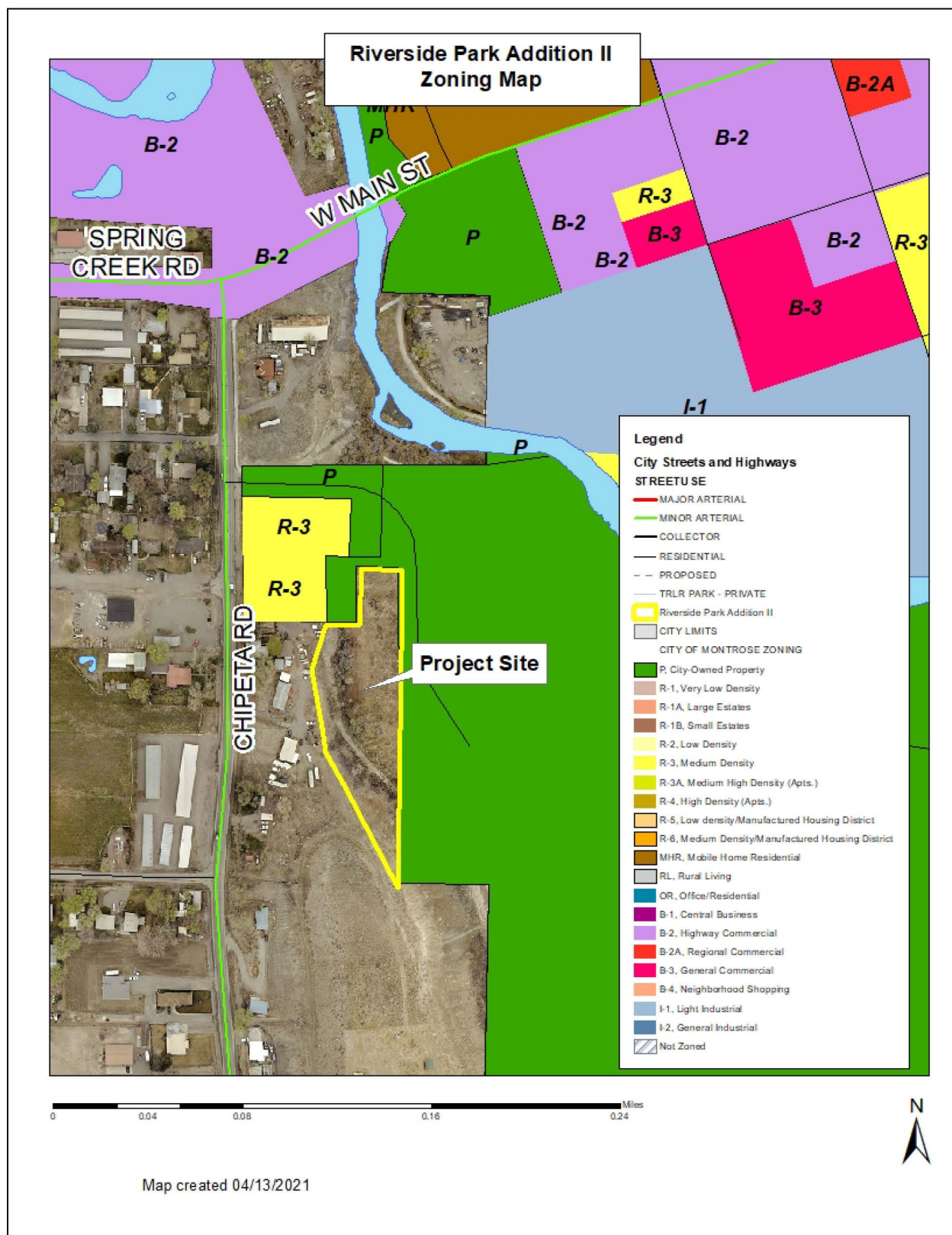
Comprehensive Plan Future Land Use Map



Comprehensive Plan Growth Areas Map







RIVERSIDE PARK ADDITION II

SITUATED IN SECTION 33, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LEGEND

////// CITY LIMITS
———— PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 1636.1'
PERIMETER CONTIGUOUS TO CITY LIMITS = 999.28'

NOTE:

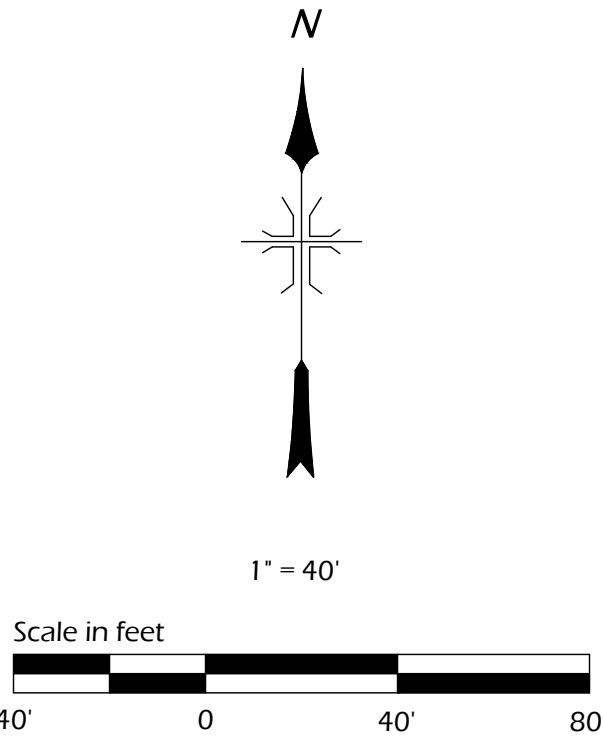
THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.

RIVERSIDE PARK ADDITION
RECEPTION NO. 607662

TOTAL AREA = 2.09 ACRES

RIVERSIDE PARK ADDITION
RECEPTION NO. 607662

SHANES WAY



VICINITY MAP
N.T.S.

PROPERTY DESCRIPTION

A parcel of land situated in Section 33, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. Being more particularly described as beginning at a point S14°40'49"W 642.34 feet from the North 1/4 corner of said Section 33;
Thence along the West line of the Riverside Park addition recorded at Reception No. 607662 S02°15'38"E 707.03 feet;
Thence N35°42'04"W 169.78 feet;
Thence N28°17'54"W 170.26 feet;
Thence N13°28'13"W 193.38 feet;
Thence N14°42'34"E 103.40 feet;
Thence N88°52'05"E 74.64 feet;
Thence N00°54'59"W 124.81 feet;
Thence N88°53'08"E 92.80 feet to the Point of Beginning.

Containing 2.09 Acres more or less as described.

A.K.A. Outlot A, Correction Plat Ida W. Minor Subdivision, recorded at Reception No. 804905

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify Riverside Park Addition II Annexation Map was prepared under my direct supervision.

PRELIMINARY

Frederick A. Ballard, P.L.S.
Registration No. 37690

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Montrose.

Mayor

Attest:
City Clerk

CLERK AND RECORDER'S CERTIFICATE

This map was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____ on the _____ day of _____, 20____ under Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

TITLE			
RIVERSIDE PARK ADDITION II			
CLIENT			
CITY OF MONTROSE			
ADDRESS & PHONE			
433 S. FIRST ST. MONTROSE, CO 81401 970-240-1498			
FIELD BOOK		DATE	
N/A		2021-04-07	
DRAWN BY		JOB NO.	
DCC		21019	
SHEET		TYPE	
1 of 1		ANNEXATION	

RESOLUTION NO. 2021-15

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the **Riverside Park Addition II** based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on August 3, 2021.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.
 - C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. 31-12-105.
 - G. The entire width of any streets to be annexed are included within the annexation.
 - H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).

3. The City Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.
6. An Annexation Impact Report is not required.

CONCLUSIONS

1. The area proposed for annexation as the **Riverside Park Addition II** is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.
2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.
3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

ADOPTED this 3rd day of August, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By _____
Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2549

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF RIVERSIDE PARK ADDITION II.

WHEREAS, the City of Montrose is the sole owner of an unincorporated tract of land described below which area is proposed to be annexed as the Riverside Park Addition II and which is not solely a public street or right-of-way; and

WHEREAS, such property is eligible for annexation pursuant to C.R.S. 31-12-104(1)(a) and 31-12-105; and

WHEREAS, all applicable requirements of the Montrose Municipal Code and Charter have been fulfilled; and

WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965 without Notice or Hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

SECTION 1:

The property described on **Exhibit A** hereto which is solely owned by the City of Montrose and which is not solely a public street or right-of-way is hereby annexed to the City of Montrose, Colorado, to be known as the Riverside Park Addition II.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 3rd day of August, 2021, at the hour of 6:00 p.m. at Montrose City Hall in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 3rd day August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 17th day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

A parcel of land situated in Section 33, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. Being more particularly described as beginning at a point S14°40'49"W 642.34 feet from the North ¼ corner of said Section 33; Thence along the West line of the Riverside Park addition recorded at Reception No. 607662 S02°15'38"E 707.03 feet;
Thence N35°42'04"W 169.78 feet;
Thence N26°17'54"W 170.26 feet;
Thence N13°28'13"W 193.38 feet;
Thence N14°42'34"E 103.40 feet;
Thence N88°52'05"E 74.64 feet;
Thence N00°54'59"W 124.81 feet;
Thence N88°53'08"E 92.80 feet to the Point of Beginning.

Containing 2.09 Acres more or less as described.

A.K.A. Outlot A, Correction Plat IDA W. Minor Subdivision, recorded at Reception No. 804905

ORDINANCE NO. 2550

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE RIVERSIDE PARK ADDITION II AS A “P”, PUBLIC DISTRICT.

WHEREAS, the Riverside Park Addition II has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

WHEREAS, the proposed recommendation is substantially in accord with the City's Master Plan, is compatible with existing zoning in nearby or adjoining properties, and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that

The Official Zoning Map is hereby amended to designate the **Riverside Park Addition II**, according to the Official Annexation Map thereof, as a “**P**”, **Public District**.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 3rd day of August, 2021, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks’ Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 3rd day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 17th day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner I
DATE: August 3, 2021
RE: ANX21-0014 Riverside Park Addition III
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration:

City Council is considering this annexation application and the associated zoning, which is done by considering approval of an annexation ordinance and a zoning ordinance at a first and second reading. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

June 14:	Council Work Session Overview
July 14:	Planning Commission zoning hearing
August 3:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
August 17:	2nd reading of annexation and zoning ordinances

Application Background:

The Riverside Park Addition III is a proposed annexation approximately 0.032 acres in size. The parcel is located south and west of Shane's Way and east of Chipeta Road. It is within the City's Urban Growth Boundary, the City of Montrose Water Service Area, and the West Montrose Sanitation District. Annexation of this property will clean-up an orphaned parcel of City-owned property. The Council Resolution to set a hearing date is not required for this annexation as it is a City-owned property.

Proposed Zoning: "P" Public District

Applicant: City of Montrose

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. The Petition for Annexation and annexation agreement are not required for this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. "The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added)."
 - b. Municipal Code, Section 4-4-11.1 (A) Intent: The "P" Public District provides public recreation facilities, government buildings and facilities, events or conference centers, school libraries, and other public lands and buildings. Uses are of a public, nonprofit, or charitable nature and provide a local service to the people of the community on a regular basis."
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned "P" Public District to the north and east, and agricultural (outside City limits) to the west and south.
4. The Comprehensive Plan Future Land Use Map designates the area of the Riverside Park Addition III as Residential Mixed Density Medium. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes, triplexes, and multi-family housing.
5. The property is located within Growth Area 2 which has some level of, or moderate proximity to, existing infrastructure according to the Comprehensive Plan.
6. The "P" zoning district does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation:

Staff recommends approval of the annexation and "P" Public District.

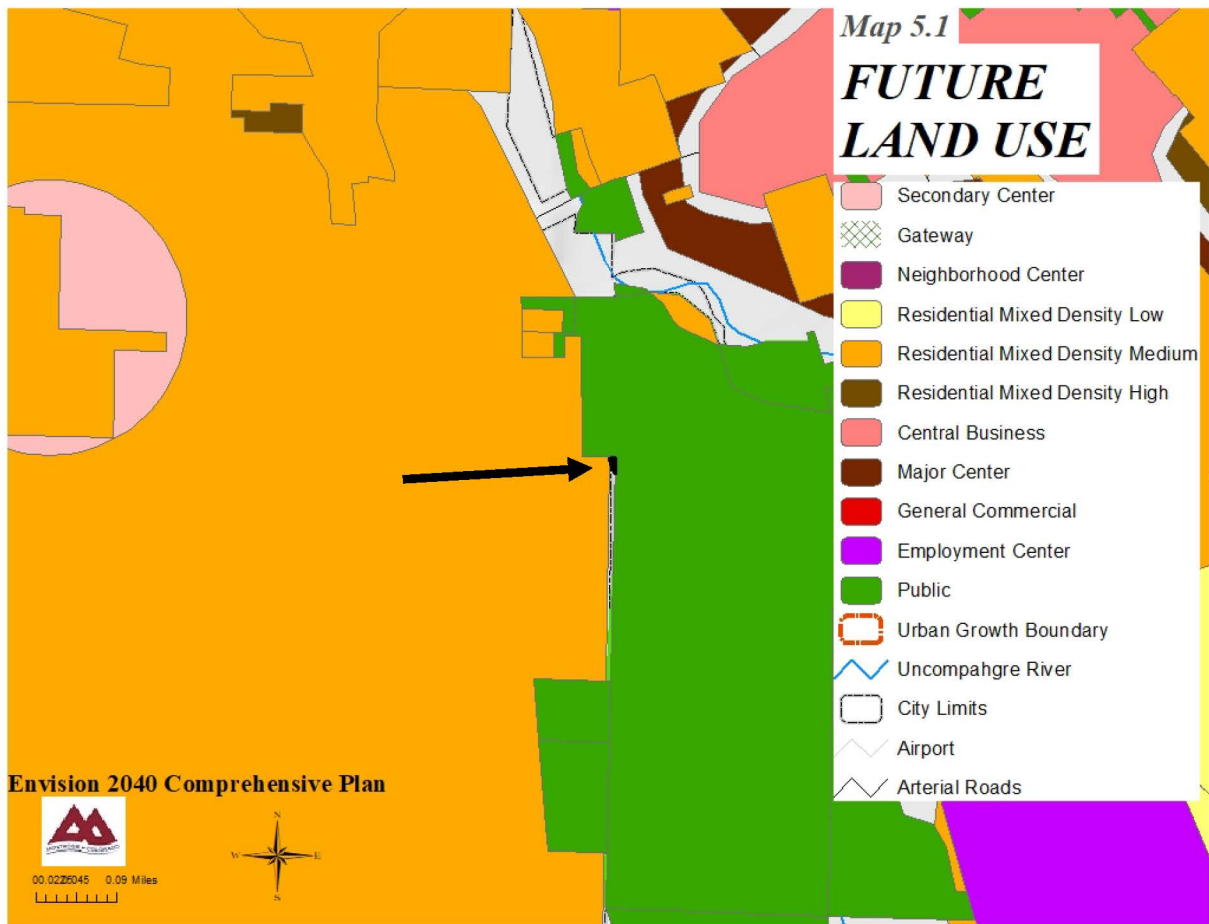


Exhibit A: Maps

Vicinity Map

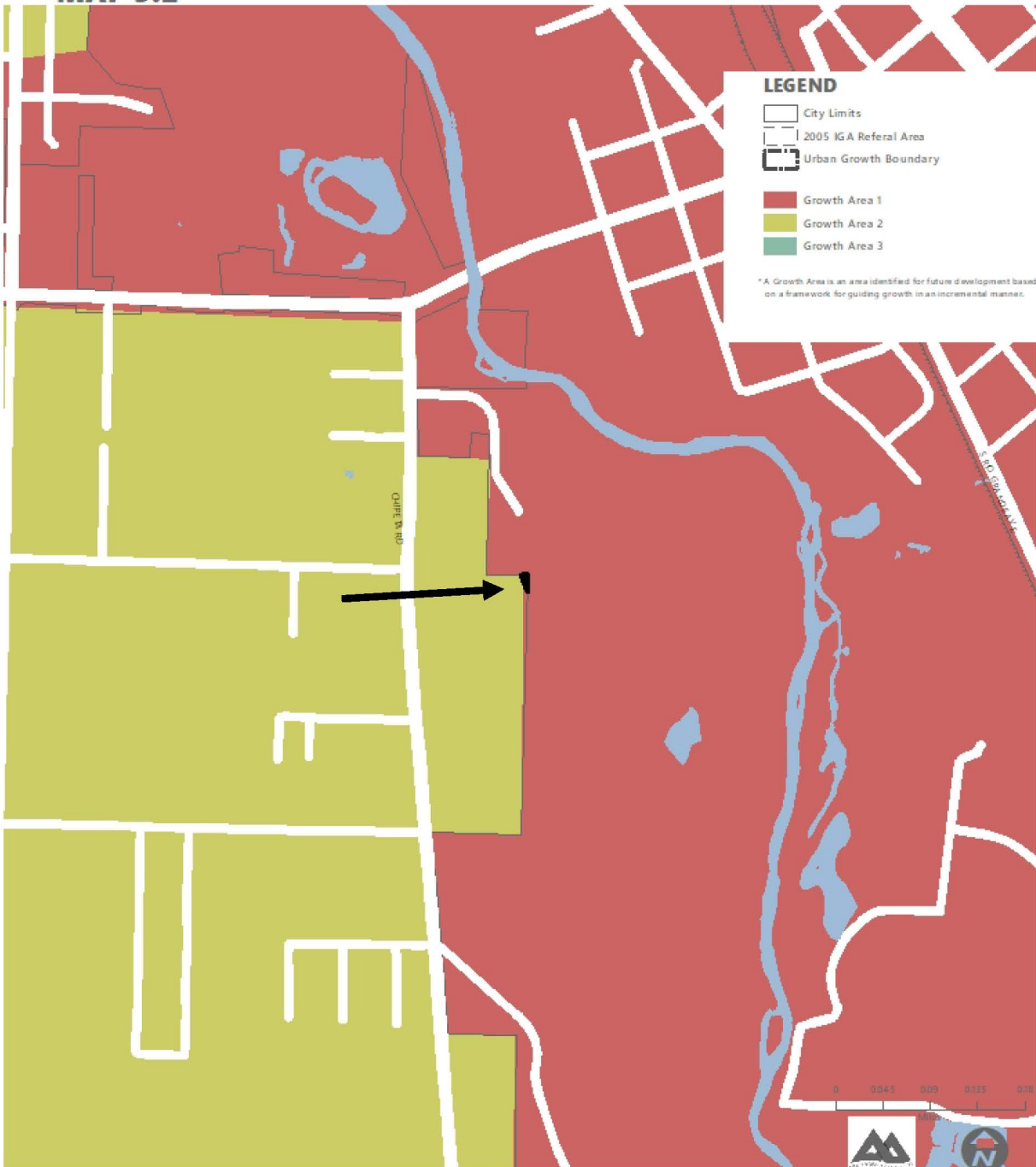


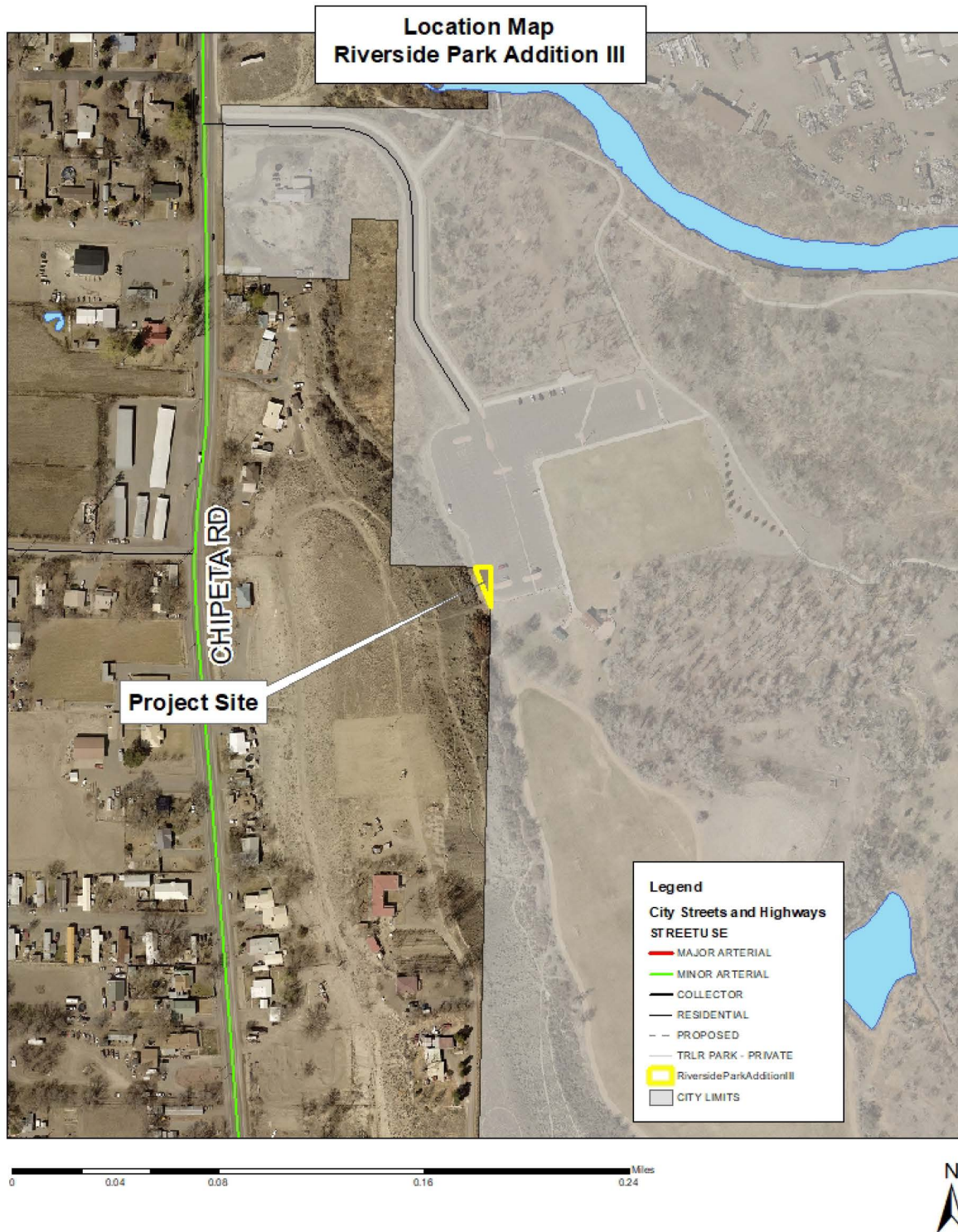
Comprehensive Plan Future Land Use Map



GROWTH AREAS*

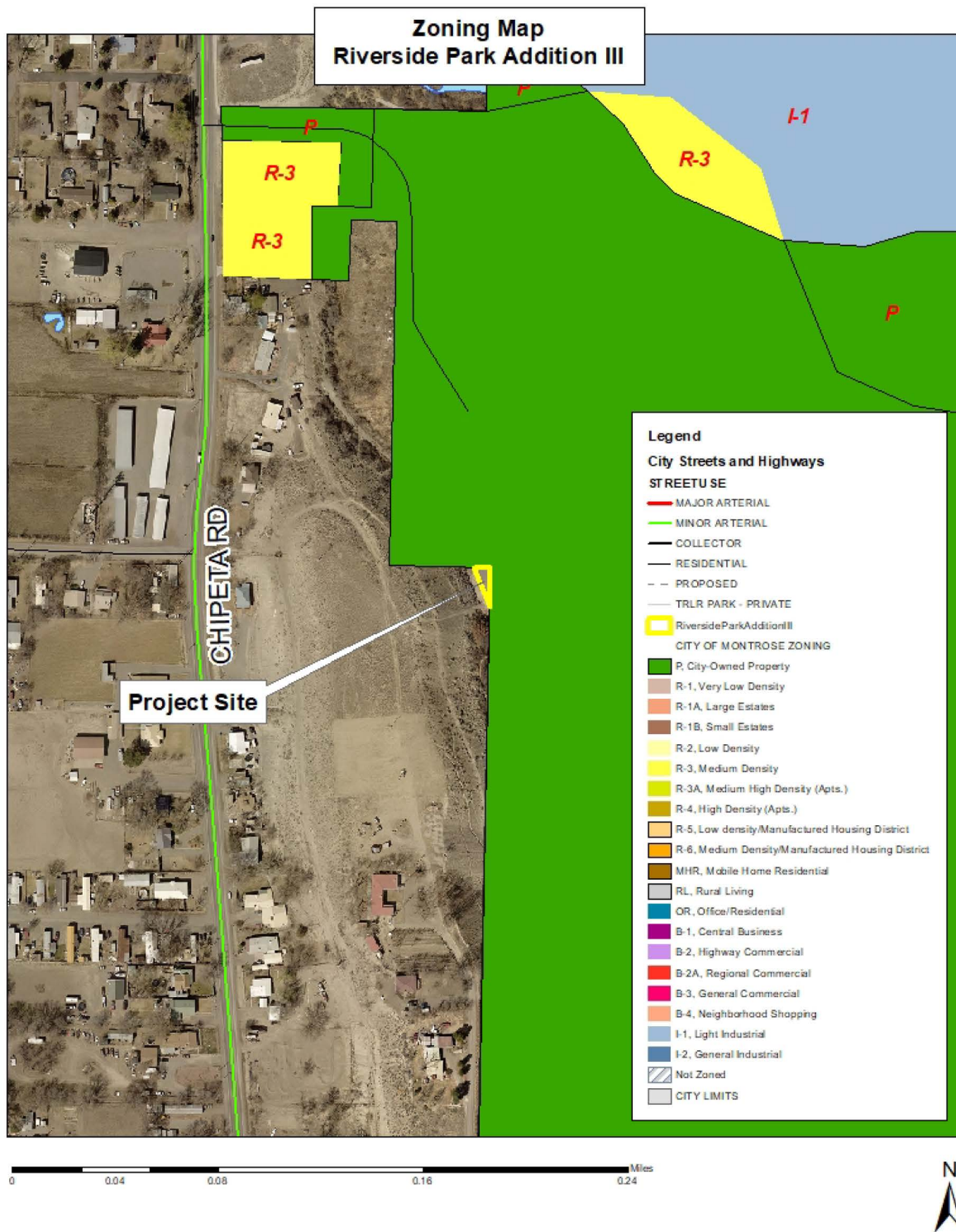
MAP 5.2





Map created 6-8-21





RIVERSIDE PARK ADDITION III
A PARCEL OF LAND LOCATED WITHIN SECTION 33, T 49 N, R 9 W
OF THE N.M.P.M.
COUNTY OF MONTROSE, STATE OF COLORADO



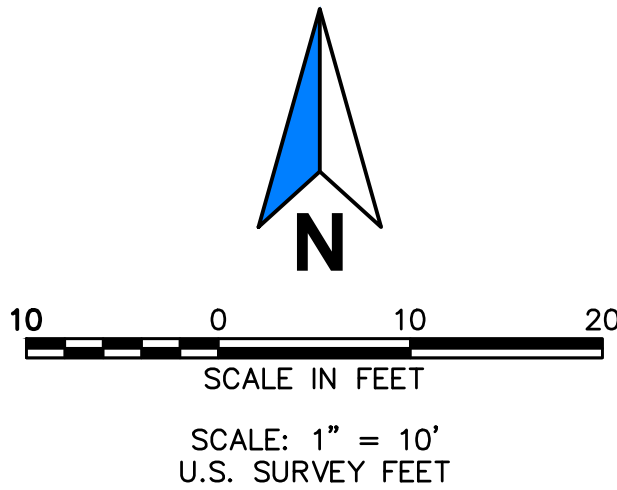
VICINITY MAP
Not to Scale

Total Perimeter = 202.38 feet
Contiguous City Limits = 114.64 feet
Total Acreage = 0.032 acres

LEGEND

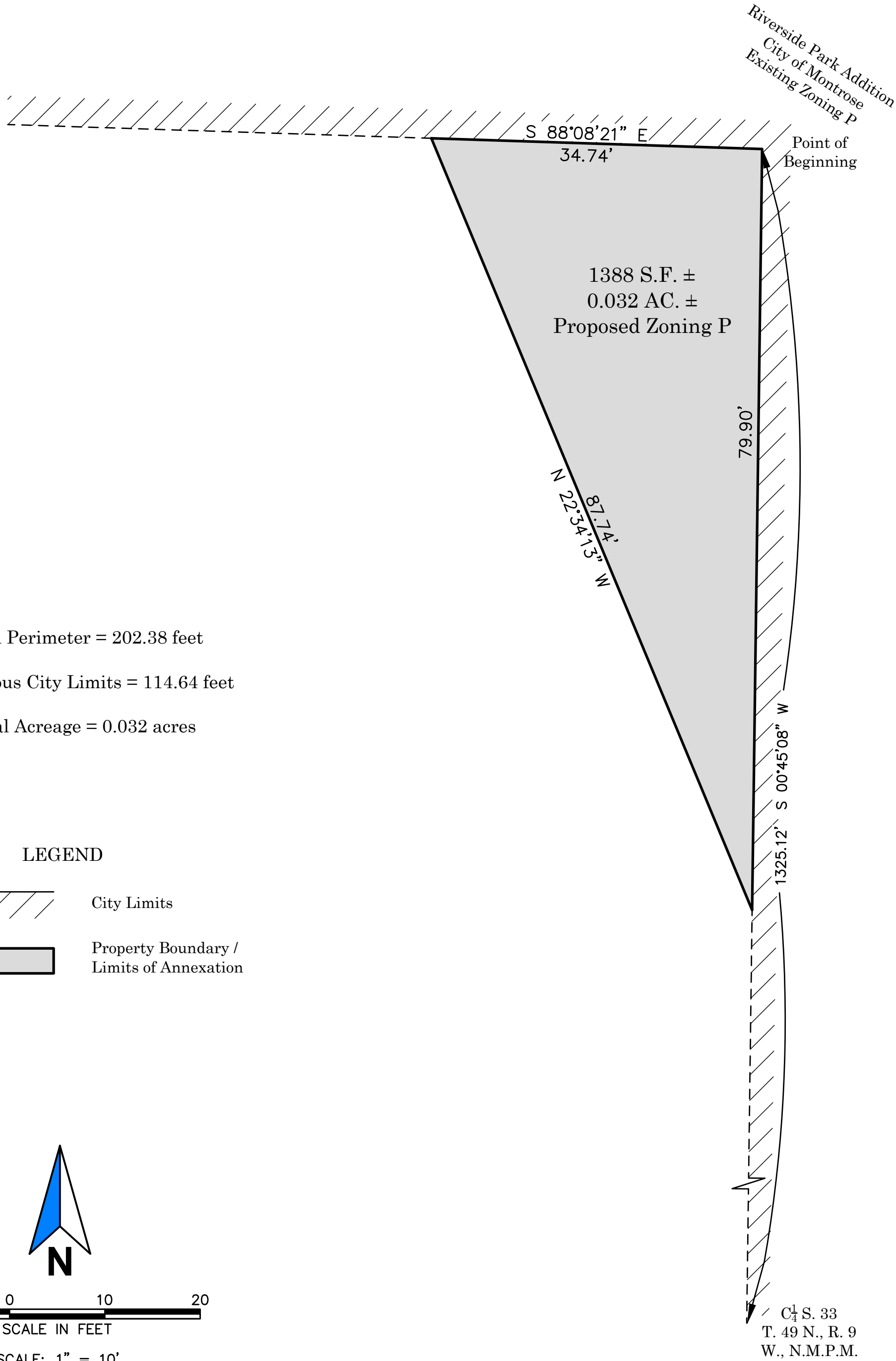
City Limits

Property Boundary / Limits of Annexation



BASIS OF BEARINGS:

The basis of bearings is the East Line of Subject Parcel and is assumed to bear S 00°45'08" W as shown hereon. All other bearings are relative thereto.



LEGAL DESCRIPTION:

A parcel of land located within Section 33, Township 49 North, Range 9 West of the N.M.P.M., County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the north east corner of a parcel of land as recorded at reception number 879857 in the Montrose County Clerk & Recorder's Office records from whence the C1/4 of section 33, Township 49 North, Range 9 West, of the N.M.P.M. bears S 00°45'08" W a distance of 1325.12'; thence along the east line of said parcel S 00°45'08" W a distance of 79.90'; thence N 22°34'13" W a distance of 87.74 to a point on the north line of said parcel; thence along said north line S 88°08'21" E a distance of 34.74' to the point of beginning.

Described parcel containing 0.032 acres, 1388 S.F., more or less.

SURVEYOR'S CERTIFICATE:

I, Joseph S. Rease, a Registered Land Surveyor in the State of Colorado, do hereby state the accompanying Annexation Map of RIVERSIDE PARK ADDITION III to the City of Montrose, Colorado, has been prepared under my direction and supervision, that it does not constitute a boundary survey and is only a compilation of existing records for the purpose of annexation.

Joseph S. Rease
Colorado Registered
Professional Land Surveyor #36067

MAYOR'S CERTIFICATE:

This is to certify that the City of Montrose, a Municipal Corporation in the County of Montrose, State of Colorado, has by Ordinance No. _____ adopted on this _____ day of _____ A.D., 2021, annexed the property described hereon to the City of Montrose.

Mayor

ATTEST:

City Clerk

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____ on the _____ day of _____, 2021, under Reception No. _____

Clerk & Recorder
Montrose County, Colorado

by _____
Deputy

Notice 13-80-105 C.R.S., as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered 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.

RIVERSIDE PARK ADDITION III A PARCEL OF LAND LOCATED WITHIN SECTION 33, T 49 N, R 9 W OF THE N.M.P.M. COUNTY OF MONTROSE, STATE OF COLORADO		
PLAT DATE: 06/03/2021 PROJ. # 2021-044 CAD FILE: 7127.74721 Riverside Park Addition.dwg DRAFTER: DC FEILD DATE: 11/2020 FIELD CREW: DT AREA: JSR CLOSURE: JSR	BUCKHORN ENGINEERING WWW.BUCKHORNENGINEERING.COM jrease@buckhornengineering.com 222 South Park Avenue Montrose, Colorado 81401 970-249-6828	DRAWING NUMBER V-1

RESOLUTION NO. 2021-16

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the **Riverside Park Addition III** based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on August 3, 2021.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.
 - C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. 31-12-105.
 - G. The entire width of any streets to be annexed are included within the annexation.
 - H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).

3. The City Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.
6. An Annexation Impact Report is not required.

CONCLUSIONS

1. The area proposed for annexation as the **Riverside Park Addition III** is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.
2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.
3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

ADOPTED this 3rd day of August, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By _____
Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2551

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF RIVERSIDE PARK ADDITION III.

WHEREAS, the City of Montrose is the sole owner of an unincorporated tract of land described below which area is proposed to be annexed as the Riverside Park Addition III and which is not solely a public street or right-of-way; and

WHEREAS, such property is eligible for annexation pursuant to C.R.S. 31-12-104(1)(a) and 31-12-105; and

WHEREAS, all applicable requirements of the Montrose Municipal Code and Charter have been fulfilled; and

WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965 without Notice or Hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

SECTION 1:

The property described on **Exhibit A** hereto which is solely owned by the City of Montrose and which is not solely a public street or right-of-way is hereby annexed to the City of Montrose, Colorado, to be known as the Riverside Park Addition III.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 3rd day of August, 2021, at the hour of 6:00 p.m. at Montrose City Hall in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 3rd day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 17th day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

A parcel of land located within Section 33, Township 49 North, Range 9 West of the N.M.P.M., County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the north east corner of a parcel of land as recorded at reception number 879857 in the Montrose County Clerk & Recorder's Office records from whence the C1/4 of Section 33, Township 49 North, Range 9 West, of the N.M.P.M. bears S 00°45'08" W a distance of 1325.12';
thence along the east line of said parcel S 00°45'08" W a distance of 79.90';
thence N 22°34'13" W a distance of 87.74' to a point on the north line of said parcel;
thence along said north line S 88°08'21" E a distance of 34.74' to the point of beginning.

Described parcel containing 0.032 acres, 1388 S.F., more or less.

ORDINANCE NO. 2552

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE RIVERSIDE PARK ADDITION III AS A “P”, PUBLIC DISTRICT.

WHEREAS, the Riverside Park Addition III has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

WHEREAS, the proposed recommendation is substantially in accord with the City's Master Plan, is compatible with existing zoning in nearby or adjoining properties, and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that

The Official Zoning Map is hereby amended to designate the **Riverside Park Addition III**, according to the Official Annexation Map thereof, as a “**P**”, **Public District**.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 3rd day of August, 2021, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks’ Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 3rd day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 17th day of August, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk