



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, December 17, 2024 - 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. The 11:00 p.m. rule will be enforced in accordance with City of Montrose Regulations (Sec. 7-15-2).

Due to an equipment failure, tonight's City Council meeting will not be livestreamed. A video recording of the meeting will be available on the City of Montrose [YouTube page](#) by noon on December 18.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. Schedule time to book this resource, by [emailing the City](#) at least 3 days before the meeting.

- 1) City Council meeting called to order by Mayor J. David Reed
- 2) The Pledge of Allegiance
- 3) Roll call by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) Recognition of Centennial Middle School Students
- 6) You Make A Difference Award Presentation



7) 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.

Please refrain from any personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial, or gender-oriented slurs as they may be considered “disorderly conduct” which violates state or local law.

8) CONSENT AGENDA (5 minutes)

- A) City Council consideration of the minutes of the December 3, 2024, regular City Council meeting. *Staff: Lisa DelPiccolo*
- B) City Council consideration of the reappointment of Ronald Cairns, Phoebe Benziger and Steven Ball to the City of Montrose Planning Commission for terms that expire on December 31, 2028.

9) NEW LIQUOR LICENSED DRUG STORE APPLICATION (15 minutes)

City Council consideration of an application for a new Liquor Licensed Drug Store license at 16400 S. Townsend Avenue for Dillon Companies LLC, doing business as City Market #40, for consumption off of the licensed premises. *Staff: City Attorney Chris Dowsey*

Action: Consider making a motion to approve or deny a new Liquor Licensed Drug Store license at 16400 S. Townsend Avenue for Dillon Companies LLC, doing business as City Market #40, for consumption off of the licensed premises.

10) ORDINANCE 2677 - SECOND READING (20 minutes)

City Council consideration of Ordinance 2677 on second reading, an Ordinance repealing and reenacting Chapters 4, 5, 7, 8, 10, 11, 13, AND 15 of Title 11 of the Montrose Official Code and making conforming amendments to Chapters 3, 6, 12 and 14 in connection therewith. *Staff: Community Development Director Jace Hochwalt*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2677 on second reading as presented.



11) ORDINANCE 2678 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2678 on second reading, an Ordinance of the City of Montrose, Colorado, amending Ordinance No. 2645 which appropriated funds for defraying the expenses and liabilities of the City of Montrose, Colorado, during the fiscal year beginning January 1, 2024; said expenditures of the City of Montrose over and above those anticipated at the time of adoption of the original budget for the fiscal year beginning January 1, 2024. *Staff: Finance Director Shani Wittenberg*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2678 on second reading as presented.

12) INTERGOVERNMENTAL AGREEMENT WITH MONTROSE RECREATION DISTRICT (15 minutes)

City Council consideration of an Intergovernmental Agreement with Montrose Recreation District for Shared Services. *Staff: Community Development Director Jace Hochwalt*

Action: Accept public comment. Consider making a motion to approve an Intergovernmental Agreement with Montrose Recreation District for Shared Services as presented.

13) RESOLUTION 2024-22 (10 minutes)

City Council consideration of Resolution 2024-22, a Resolution of the City of Montrose, Colorado, declaring its official intent to reimburse itself with the proceeds of a tax-exempt lease-purchase financing for certain capital expenditures undertaken or to be undertaken by the City; generally identifying the capital expenditures; and providing certain other matters in connection therewith. *Staff: Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to adopt Resolution 2024-22 as presented.

14) CONSERVATION EASEMENT ACQUISITION WITHIN COLORADO OUTDOORS (10 minutes)

City Council consideration of the approval of \$150,000 in expenditures for the purchase of a conservation easement within Colorado Outdoors to preserve the Morada site. *Staff: City Manager Bill Bell and City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to approve \$150,000 in expenditures for the purchase of a conservation easement within Colorado Outdoors to preserve the Morada site as presented.



15) MEMORANDUM OF UNDERSTANDING AND PROMISSORY NOTE UPDATE (10 minutes)

City Council consideration of an update to the MOU and Promissory Note for Sunshine Peak Apartments and Montrose County Housing Authority. *Staff: Community Development Director Jace Hochwalt*

Action: Accept public comment. Consider making a motion to approve the update to the MOU and Promissory Note for Sunshine Peak Apartments and Montrose County Housing Authority as presented.

16) POLICE DEPARTMENT SERVER REPLACEMENT (10 minutes)

City Council consideration of the authorization of \$295,198.21 for the replacement and upgrade of the Montrose Police Department's existing Motorola Flex server hardware and software. This upgrade includes the addition of a Disaster Recovery (DR) server, which will be located at the WestCO Dispatch Center. *Staff: Police Chief Blaine Hall and PD Systems Administrator Drea Cole*

Action: Accept public comment. Consider making a motion to authorize \$295,198.21 for the replacement and upgrade of the Montrose Police Department's existing Motorola Flex server hardware and software as presented.

17) LEASE RENEWAL WITH CIMARRON RESERVOIR COMPANY (10 minutes)

City Council consideration of the renewal of a lease agreement with Cimarron Reservoir Company for a period of 10 years, expiring on January 1, 2034, with the option for both parties to renew the lease for two additional 10-year periods. *Staff: City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to approve the renewal of the lease agreement with Cimarron Reservoir Company as presented.

18) SAN-MIAMI SEWER IMPROVEMENTS CONSTRUCTION CONTRACT (10 minutes)

City Council consideration of a contract award to Haynes Excavation in the amount of \$86,877.22 for construction of the San-Miami Sewer Improvement Project. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to award a contract to Haynes Excavation in the amount of \$86,877.22 for construction of the San-Miami Sewer Improvement Project as presented.



19) 6600 ROAD SIDEWALK EXTENSION PROFESSIONAL SERVICES CONTRACT (10 minutes)

City Council consideration of a professional services contract award to Del-Mont Consultants in the amount of \$47,200 for completion of survey and civil design associated with the 6600 Road Sidewalk Extension Project. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to award a professional services contract to Del-Mont Consultants in the amount of \$47,200 for completion of survey and civil design associated with the 6600 Road Sidewalk Extension Project as presented.

20) STAFF REPORTS

- A) Sales, Use, and Excise Tax Report (5 minutes)
Staff: Sales Tax Manager Leeanne Whittaker

21) YOUTH CITY COUNCIL COMMENTS

22) CITY COUNCIL COMMENTS

23) MOTION TO ADJOURN



MONTROSE CITY COUNCIL

December 3, 2024

A regular meeting of the Montrose City Council was held on Tuesday, December 3, 2024, at 6:00 p.m. in the City Council Chambers of the Elks Civic Building at 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT

J. David Reed, Dave Frank, Judy Ann Files, Doug Glaspell, Ed Ulibarri, Bill Bell, Ann Morgenthaler, Chris Dowsey, Greg Story, Lisa DelPiccolo, Briceida Ortega, Shani Wittenberg, Chris Ottinger, Jace Hochwalt, William Reis, David Bries, Scott Murphy, Jim Scheid, Tomoko Vorseggern, Richard Rogers, Blaine Hall, Tim Cox, Josh Lamphere, Matt Magliaro, Greg Stunder

GUESTS

Vinnie Mascia, Kari Distefano, David Averill, Martin Landers, Gerald Dahl, Mark Gregory, Adam Stappen, Alina Brusilovsky, Eva Garretson, Sophano Kan, Fangling Kousoum, Sarah Schmidt, Dominick LaJoy, Dave Bowman, David Fishering, Ken Otto, Piseth Soeur, Phoebe Benziger, John Brown, Cheryl Cameron, Sue Ellen Gary, Patrick Byrnes, Andrea Joens, Ted Joens, Chancy McCracken, Rick Ottman, Sue Palmer, Harold Palmer, Nina Carran, Gay Brashers, Fernando Belair, Tim Clifford, David Hazell, Tom Hazell, Ann Gullikson, Sue Wager, Tom Wager, Alayna Johnson, Buzz Prowant, Rita Prowant, Sandra Roberts, Brigitte Balet, Jason Gordon, Bill Gordon, Moon Wu, Elisardo Gallegos, Kevin Williams, Ed Brashers, Richard Van Gorp, Bethany Van Gorp, Fred Walker, Mike Rape, Chad Huffman, Mike Miskovich, Dustin Burkdoll, Leah Cole, Louise Dahl

CALL TO ORDER

Mayor J. David Reed 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.

MONTROSE REDHAWKS FOOTBALL DAY PROCLAMATION

Mayor J. David Reed and the Montrose City Council proclaimed Saturday, December 7, 2024, as Montrose Red Hawks Football Day in the City of Montrose. Mayor Reed presented the proclamation to senior defensive end Vinnie Mascia.

YOU MAKE A DIFFERENCE AWARD PRESENTATION

Mayor J. David Reed presented You Make a Difference awards to the City of Montrose Animal Shelter volunteers.

CALL FOR PUBLIC COMMENT

John Brown spoke in favor of a non-sanctuary city declaration by the City Council.

APPROVAL OF MINUTES

City Council considered the minutes of the November 19, 2024, regular City Council meeting.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve the minutes of the November 19, 2024, regular City Council meeting as presented. All voted yes. Motion passed.

RESOLUTION 2024-23

City Council considered Resolution 2024-23, a Resolution of the City Council of the City of Montrose, Colorado supporting the operation of a San Miguel Authority Regional Transportation commuter bus route within the City of Montrose.

Community Engagement Specialist Christopher Ottinger provided an overview of the request and introduced SMART Operations Manager Kari Distefano and Executive Director David Averill.

Ms. Distefano reviewed the background of the organization including the district boundaries, funding sources, and its mission. Ms. Distefano stated that SMART has been planning a route to serve Montrose and Ridgway for several years. New 40-passenger buses were purchased and funding for the new route was included in the budget. Ms. Distefano reviewed bus stop locations

considered within Montrose and said that the parking lot at N. Second Street and Cascade Avenue was selected as the best site. SMART is also negotiating with Target for another bus stop in the parking lot. The commuter bus will depart from Montrose at 6:00 a.m. and depart from Telluride at 5:05 p.m. Monday through Friday. Ms. Distefano said the fee per trip has not been determined yet, and signage will be coordinated with Montrose Public Works.

Public comment was accepted. No comments were received.

A motion was made by Judy Ann Files, seconded by Doug Glaspell, to adopt Resolution 2024-23 as presented. All voted yes. Motion passed.

ARTS LIQUOR LICENSE CHANGE OF LOCATION

City Council considered the change of location of an Arts liquor license for Montrose Center for Arts, from 11 S. Park Avenue to 205 E. Main Street in Montrose. A hearing was held.

City Attorney Chris Dowsey reported that the file is in order, the fees have been paid, and a staff review of the application found nothing that would prevent approval of the request.

Mark Gregory, treasurer and board member for Montrose Center for Arts, stated that the change of location is to reduce the cost of rent by moving to a smaller venue. Mr. Gregory said the license allows for the sale of wine and beer during events. He said the liquor license has been in place for several years with no violations on record. Mr. Gregory said several employees have completed alcohol server training and said all employees will attend at the earliest opportunity.

Mr. Dowsey reviewed a summary of petitions circulated. A total of 56 signatures were submitted with 48 determined to be valid and in support of the license relocation.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the change of location of an Arts liquor license for Montrose Center for Arts from 11 S. Park Avenue to 205 E. Main Street. All voted yes. Motion passed.

NEW LIQUOR LICENSED DRUG STORE APPLICATION

City Council considered an application for a new Liquor Licensed Drug Store license at 16400 S. Townsend Avenue for Dillon Companies LLC, doing business as City Market #40, for consumption off of the licensed premises. A hearing was held.

Mayor J. David Reed reviewed the procedures for accepting testimony during the hearing. Mayor Reed stated that the local liquor licensing authority cannot consider evidence based on competition, alleged unfair competition, or the effect on a person's or entity's economic status according to the Supreme Court of the State of Colorado. Mayor Reed said that any comments received in this regard will not be considered in the approval or denial of the application.

City Attorney Chris Dowsey reported that the file is in order, the fees have been paid, and a staff review of the application found nothing that would prevent approval of the request. Mr. Dowsey said that City Council can make a decision following the hearing or defer a decision for up to 30 days.

Mr. Dowsey stated that a Liquor Licensed Drug Store license would allow for the sale of beer, wine, and liquor for off-premises consumption. Mr. Dowsey stated that the applicant must transfer two Retail Liquor Store licenses that were in place on or before May 1, 2016. The application identifies Corks Fine Wines & Spirits and Drive In Liquor. Mr. Dowsey said the premises must be more than 1,500 feet from another Retail Liquor Store or Liquor Licensed Drug Store. Because the license for Corks Fine Wines & Spirits is active, the application indicates that the premises are within 1,500 feet of City Market #40. Mr. Dowsey said that if this license is approved, the license for Corks will be dissolved. Mr. Dowsey stated that the application also documents that more than 20 percent of gross annual income in the past 12 months is from retail food sales. Mr. Dowsey said that a maximum of eight Liquor Licensed Drug Store licenses are allowed per owner, and if approved, this will be the eighth license for Dillon Companies LLC.

Mr. Dowsey stated that City Council's decision must be made based on the evidence presented, and the applicant must show that the applicant is of good moral character, the needs of the neighborhood are not being met, and the neighborhood inhabitants desire this license.

Attorney Adam Stapen was present representing the applicants. Alina Brusilovsky, adult beverage specialist for City Market and King Soopers stores, was also present, along with Eva Garretson of Liquor Pros.

Mr. Stapen agreed to the designation of the neighborhood as the City of Montrose and said this license will help meet the needs and desires of the neighborhood. Mr. Stapen stated that the applicants are familiar with liquor laws of the State of Colorado, policies for compliance are in place, and employees are trained. Mr. Stapen said the applicants are familiar with alcohol server training classes, and said the applicants, managers, and employees will complete the training if not already certified.

Mr. Stapen called Eva Garretson as his first witness, and Mayor Reed administered an oath. Ms. Garretson stated that she is an owner of Liquor Pros, a third party petitioning company for liquor and marijuana licenses. Ms. Garretson stated she is hired by applicants statewide to conduct petition processes without guaranteed results. Ms. Garretson reviewed the methods and criteria for circulating third-party, unbiased petitions and reviewed the results of the petition process for the application being considered.

Ms. Garretson said petitioners attempted to contact 384 business owners, managers and residents. A total of 124 signatures were collected with 115 in support of the license and 9 opposed. Seven of those opposed declined to provide a reason and two said a need did not exist. Ms. Garretson stated that petitions circulated for Liquor Licensed Drug Store licenses usually have an approval rate in the mid to high 80s, and this process had an approval rate of 93 percent.

Ms. Garretson stated that traffic and population growth were researched. Montrose experienced a 5.1 percent increase in population since 2020 and increased traffic was reported at every intersection.

Alina Brusilovsky was administered an oath. Ms. Brusilovsky reviewed her work experience as an adult beverage manager for Dillon Companies which has 156 stores within Colorado. Ms. Brusilovsky stated that City Market #40 currently has a Fermented Malt Beverage and Wine License which will be surrendered if the Liquor Licensed Drug Store license is approved. Ms. Brusilovsky said demand is high here, and City Market #40 is a top 10 store in the state. Ms. Brusilovsky said customer requests, population growth, and tourism factor into this request for the new license.

Ms. Brusilovsky said the premises for the new license are within the footprint of the existing City Market #40. Ms. Brusilovsky said the display of spirits will include gates to control sale times, and the amount of shelf space for food items will not be reduced.

Ms. Brusilovsky reviewed training for employees as well as measures in place to prevent sales to minors. Ms. Brusilovsky addressed the moral character, record and reputation of the owners, officers and directors. She said compliance is taken very seriously, and the applicants are master file licensees with the state.

Ms. Brusilovsky said everyone who purchases alcohol and/or tobacco is carded and the application shows 12 violations on record for the applicants. Ms. Brusilovsky said training is provided upon hiring and annually thereafter. She also stated that if a store experiences a violation, the entire staff is retrained.

Mr. Stapen stated that approval of the application does not add a liquor license to the community since two existing liquor licenses will be dissolved.

Testimony was accepted from City residents and owners and managers of businesses within the City.

Dominick LaJoy, owner of House of Spirits Montrose spoke in opposition to the license due to concerns about safety and said the community does not need this license.

Sophano Kan, owner of Pour House spoke in opposition to the license due to the impact on local businesses.

Fangling Kousoum, owner of Palace Liquor, spoke in opposition to the license and in favor of supporting local businesses that have connections to the community.

Liz Schmidt, manager of The Liquor Store, spoke in opposition to the license and in favor of supporting local businesses with connections to the community.

Jason Gordon and William Gordon, owners of The Liquor Store, spoke in opposition to the license stating that the City's needs are being met by existing licensees. They also raised concerns regarding community health and safety.

Leah Cole, founder of Mrs. Claus for a Cause, spoke in opposition to the license stating that her nonprofit receives support from local businesses and not from the big box stores.

Kevin Williams spoke regarding the petitions circulated and said that the applicants' petitions should be discounted as evidence.

Dave Bowman spoke in favor of delaying a decision and encouraged City Council to consider a special election to let the voters decide.

Dustin Burkdoll spoke in opposition to the license stating that the needs of the community are already met.

Chad Huffman spoke in opposition to the license stating concerns for theft by underage employees and the potential for sales to minors.

Mike Miskovich spoke in opposition to the availability of hard alcohol in grocery stores and provided examples of alcohol displays near toys and near nonalcoholic beverages.

David Fishing, owner of Storm King Distilling Company spoke in opposition to the license stating that the demand is being met by existing businesses. Mr. Fishing also questioned the moral character of the large grocery stores.

Luke Schlaefer spoke in opposition to the license due to safety concerns and spoke in favor of allowing county residents to voice opinions on this topic.

Mr. Dowsey reviewed a summary of petitions circulated in opposition to the license and stated that 557 of the 741 signatures submitted were determined to be valid and opposed to the license being issued.

Mr. Stapen provided a closing statement addressing the testimony given.

BRIEF RECESS

A brief recess was taken at 8:08 pm. The meeting reconvened at 8:16 pm.

City Council discussed postponing the decision. Mr. Dowsey stated that a decision can be deferred for up to 30 days and cautioned that the decision must be made on the evidence presented at this hearing and information included in the meeting packet.

ORDINANCE 2677 – FIRST READING

City Council considered Ordinance 2677 on first reading, an Ordinance repealing and reenacting Chapters 4, 5, 7, 8, 10, 11, 13, AND 15 of Title 11 of the Montrose Official Code and making conforming amendments to Chapters 3, 6, 12 and 14 in connection therewith. A hearing was held.

Community Development Director Jace Hochwalt introduced consultants Gerald Dahl and Martin Landers.

Mr. Hochwalt reviewed the timeline and background of the project that began with adoption of the Envision 2040 Comprehensive Plan in 2021. A housing needs assessment was completed in 2023 followed by Phase 1 and Phase 2 of the code updates and modernization of the newly created Title 12 in 2023.

Mr. Hochwalt provided an overview of the updates and stated that links to redline versions of the revisions are included in the meeting packet. Concerns regarding changes to the R-2 zoning district were addressed. Mr. Hochwalt said HOAs can restrict duplexes in subdivisions if desired, and allowing duplexes does not double the density due to minimum lot sizes. Mr. Hochwalt stated that allowing for duplexes does not require that they be built but allows flexibility of housing types.

Mayor J. David Reed opened the hearing.

Public comment was accepted.

Ken Otto spoke in favor of deferring the decision to allow for more public outreach and to allow concerned citizens to negotiate modifications. Mr. Otto spoke in opposition to allowing duplexes in the R-2 zoning district.

Sue Ellen Gary spoke in opposition to allowing duplexes in the R-2 zoning district. Ms. Gary expressed concern regarding a previous decision by the Planning Commission and City Council without disclosure of the changes to the R-2 zoning district.

Fernando Belair spoke in opposition to the changes to the R-2 zoning district stating concerns that the City is siding with developers instead of constituents.

Chad Huffman spoke regarding concerns related to allowed building heights and in opposition to allowing landscaped medians to count as open space.

Tim Clifford spoke in favor of a combination approach and in favor of proceeding with the updates.

David Fishing questioned whether the Land Use Map will reconcile with the new code update and zoning categories.

Mayor Reed closed the hearing.

Mr. Hochwalt addressed the comments received. He stated that none of the lots within the Brookside Meadows development is large enough to accommodate a duplex. Building height was increased to 40 feet in the R-3A and R-4 zoning districts to accommodate architectural styles for multifamily developments. Mr. Hochwalt said the next step in the project is to look at strategic updates to the Comprehensive Plan.

Mr. Landers said the proposed changes to the R-2 zoning district will provide affordable rentals and a diversity of housing types within residential housing developments.

Mr. Hochwalt said that affordability of single family homes is currently out of reach for 78 percent of residents and housing diversity addresses that issue.

A motion was made by Dave Frank, seconded by Doug Glaspell, to pass Ordinance 2677 on first reading as presented. Ed Ulibarri voted no. All others voted yes. Motion passed.

ORDINANCE 2678 – FIRST READING

City Council considered Ordinance 2678 on first reading, an Ordinance of the City of Montrose, Colorado, amending Ordinance No. 2645 which appropriated funds for defraying the expenses and liabilities of the City of Montrose, Colorado, during the fiscal year beginning January 1, 2024; said expenditures of the City of Montrose over and above those anticipated at the time of adoption of the original budget for the fiscal year beginning January 1, 2024. A hearing was held.

Finance Director Shani Wittenberg reported that the Ordinance appropriates additional funds for the 2024 budget that were unanticipated during the formation of the 2024 budget. Ms. Wittenberg reviewed the list of items including purchases of real property, economic incentives, software purchases, contributions to the CMU Endowment Fund, URA projects, community events, and the relocation of Otter Pond water and sewer lines via a special improvement district.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Doug Glaspell, seconded by Judy Ann Files, to pass Ordinance 2678 on first reading as presented. All voted yes. Motion passed.

VALLEY RANCH PRELIMINARY PLAT

City Council considered the Valley Ranch Preliminary Plat.

Planner II William Reis reviewed the location of the 96.03 acres south of Ogden Road at Bridges Drive. The Preliminary Plat includes 15 residential lots within the R-3A, Medium High Density District, and a large outlot for future development within the R-2, Low Density District, and R-1, Very Low Density District.

Mr. Reis reviewed the zoning of the surrounding area, subdivision review standards, and zoning regulations. Mr. Reis stated that this subdivision requires the extension of Bridges Drive from Ogden Road to Otter Road in accordance with the Comprehensive Plan.

Mr. Reis recommended conditional approval stating that the Valley Ranch Preliminary Plat is in compliance with subdivision regulations and the Comprehensive Plan, and the proposal meets the intent of the “R-3A” Medium High Density zoning district.

City Engineer Scott Murphy provided an overview of the extension of Bridges Drive.

Public Comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Ed Ulibarri, to approve the Valley Ranch Preliminary Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinance and Municipal Code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to 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. All voted yes. Motion passed.

STAFF REPORTS

No staff reports were provided.

YOUTH CITY COUNCIL COMMENTS

No Youth City Council comments were provided.

CITY COUNCIL COMMENTS

No City Council comments were provided.

ADJOURNMENT

At 9:34 p.m., the meeting adjourned with no further action taken.

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission

(Submit separate application for each board – Review attached information on board or committee)

Full Name Ronald L. Cairns

Home Residence Address [REDACTED] Montrose CO 81401

Mailing Address (if different) _____

Business Name and Address _____

Job Title _____

Telephone Numbers: Home/Cell [REDACTED] Work N/A

E-Mail Address _____

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).
I served for 6 years as Planning Commissioner in Scappoose, Oregon

Why are you interested in serving on this board?

I served for 6 years as Planning Commissioner in Scappoose, Oregon. I served as an alternate on the Montrose Planning Commission and was promoted to full time planning commissioner earlier this year.

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒

If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
Scappoose OR Planning Comm.	02/08 - 01/2014	Planning Commissioner
Scappoose Rural Fire Dept.	07/14 - 01-2021	Board of Directors
Montrose Fire Dept.	12/23 - present	Board of Directors

What else can you tell us about yourself?

I served as a Scappoose Volunteer Firefighter for 12 years. I am active church member at Living Word Lutheran Church in Montrose.

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission
 (Submit separate application for each board – Review attached information on board or committee)

Full Name Phoebe J. Bengtson

Home Residence Address [Redacted] Montrose, CO

Mailing Address (if different) _____

Business Name and Address _____

Job Title _____

Telephone Numbers: Home/Cell [Redacted] Work _____

E-Mail Address [Redacted]

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).

I have been serving on the planning commission board the past 4 years.

Why are you interested in serving on this board?
I enjoy it -

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒
 If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
<u>old RE-11 School Board</u>		<u>current</u>
<u>Montrose Community Foundation</u>		<u>Dolphin House - current (director)</u>
<u>BU Boys & Girls</u>		<u>CASA - current (director)</u>
<u>Montrose Medical Alliance</u>		

What else can you tell us about yourself?

Resident of Montrose p 42 years (!)

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.

Phoebe Benziger

Montrose, CO 81401

Members of the Montrose City Council
Montrose, Colorado

Dear City Council Members

I am writing to formally request reappointment to the Montrose City Planning Commission. It has been an honor to serve in the capacity, and I take great pride in contributing to the thoughtful development and planning of our great community.

During the past four years I have enjoyed learning zoning regulations, reviewing proposals, and engaging with the community, just to name a few. I am committed to ensuring that the decision of the planning commission align with the long range plan established for our City.

I would be grateful for the opportunity to continue serving on the Planning Commission. Thank you in advance for your consideration.

Sincerely,


Phoebe Benziger



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission
(Submit separate application for each board) - Review attached information on board or committee)

Full Name Steven Ball

Home Residence Address [REDACTED] Montrose CO 81401

Mailing Address (if different) _____

Business Name and Address Montrose Recreation District

Job Title Grant & Data Specialist

Telephone Numbers: Home/Cell [REDACTED] Work [REDACTED]

E-Mail Address [REDACTED]

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).

B.S. Environmental Economics / B.A. Philosophy

M.S. Public Administration

3 years on the Montrose Planning Commission

Why are you interested in serving on this board?

Please see attached letter.

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒

If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
Homeless Coordinating Board	2008 - 2010	Agency Rep
Curriculum Committee	2014 - 2016	Student Rep
Montrose Community Foundation	2023 - 2024	Secretary

What else can you tell us about yourself?

Please see attached letter.

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.

Montrose City Council,

This letter is to express interest in serving on the Planning Commission. My prior term serving diligently on the planning commission prepares me to excel in another term. In addition to this experience, my combination of education in economics and career in social work and non-profit administration provides context to consider the balance between economic and quality of life impacts of city planning decisions.

Serving on the Planning Commission the past 3 years I have been part of the formal process of integrating distinct but overlapping interests of different segments of the community. I know how to make careful decisions based on the City Code, after considering the information presented by the City and listening closely to public comments. Following this procedure ensures everyone in the community is treated fairly under the law and with equal dignity, and allows Montrose to grow harmoniously.

In addition to this experience serving on the Commission, my unusual combination of skills will ensure I am effective and constructive over the next term. My background in social work equips me to see how different perspectives fit together. An education in economics helps me think through specific economics implications of planning decisions. My background in philosophy helps connect specific circumstances before the planning commission to the lives of residents and the community as a whole. I will use these skills and experience to help the City of Montrose that I love.

Thank you for your time reviewing my application. I hope to see you for an interview to answer questions.

Sincerely,

Steve Ball

Colorado Additional Liquor-Licensed Drugstore (LLDS)

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor Rules, Liquor and Beer Code:
SBG.Colorado.gov/Liquor
- Use additional sheets if necessary in the same format provided.

• Local License Fee \$ 1,022.50

Section I – Applicant Information:

1. Applicant is applying as a/an

- ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)
☐ Individual ☒ Limited Liability Company ☐ Association or Other

2. Applicant; If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

DILLON COMPANIES, LLC

Trade Name of Establishment/Doing Business As (DBA)

CITY MARKET #40

FEIN Number

48-0196590

State Sales Tax Number

00110779-0152

Business Telephone

303-778-3237

3. Address of Premises (specify physical location of premises, include suite/unit numbers)

16400 S TOWNSEND

City

MONTROSE

County

MONTROSE

State

CO

ZIP Code

81401

4. Mailing Address

Kroger RASC / P O Box 305103

City or Town

Nashville

State

TN

ZIP Code

37230

5. Email Address

alina.brusilovsky@kingsoopers.com

6. Did you possess a Liquor-Licensed Drugstore (LLDS) license on or prior to January 1, 2016? ☒ Yes ☐ No

If "yes," list license number and jurisdiction where the license was issued:

#01-10779-0180 / City of Glendale

7. As of the date of this application, how many existing LLDS licenses or pending applications does the applicant have?

7

List all LLDS information below: PLEASE SEE ATTACHMENT

Licensee Name (If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #124

Street Address

4600 Leetsdale Dr

City

Glendale

State

CO

ZIP Code

80246

Licensee Name (If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #114

Street Address

15051 E 104th Ave

City

Commerce City

State

CO

ZIP Code

80022

Nonrefundable Application Fees:

- ☐ Application Fee for New License \$1,100.00
- ☒ Application Fee for New License w/ Concurrent Review \$1,200.00

Liquor License Fees:

- ☒ Liquor-Licensed Drugstore (City) \$227.50
- ☐ Liquor-Licensed Drugstore (County) \$312.50
- X Add Location to Master File \$ 25.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date (MM/DD/YY)

License Issued Through (Expiration Date)

Total

\$

Section II – LLDS Distance/Population Questions:

The state and local licensing authorities shall not issue a new LLDS license if the premises is located within 1,500 feet of a Retail Liquor Store (RLS) or LLDS in a jurisdiction with a population greater than (>) 10,000 or 3,000 feet of a RLS or LLDS in a jurisdiction with a population less than (<) 10,000.

8. Is the proposed Liquor-Licensed Drugstore (LLDS) premises within 1,500 feet of another LLDS or RLS license in a jurisdiction with a population greater than (>) 10,000? ☒ Yes ☐ No
9. Is the proposed Liquor-Licensed Drugstore (LLDS) premises within 3,000 feet, of another LLDS or RLS in a jurisdiction with a population of less than (<) 10,000? ☐ Yes ☐ No N/A

Section III – Transfer of Ownership:

The application for an additional LLDS shall include transfer of ownership of **at least two** Retail Liquor Store (RLS).

Transfer of Ownership of RLS License #1

Licensee Name		Trade Name of Establishment/Doing Business As Name (DBA)	
KH9 LLC		Drive In Liquor	
Which jurisdiction issued this license? (City or County)		Liquor License Number	
Montrose		03-05017	
Business Address			
700 N Townsend Ave			
City or Town		State	ZIP Code
Montrose		CO	81401
Mailing Address			
700 N Townsend Ave			
City or Town		State	ZIP Code
Montrose		CO	81401
Phone Number		Email Address	
[REDACTED]		[REDACTED]	

10. Was this Retail Liquor Store (RLS) license applied for or licensed on or before 5/1/16? If "no," it cannot be counted as a transfer of ownership in this new Liquor-Licensed Drugstore application..... ☒ Yes ☐ No
11. Has all debt been paid to each wholesaler? If "yes," submit completed Wholesaler Affidavit of Compliance to the Local Licensing Authority. If "no," the transfer cannot be completed until all debt to each wholesaler has been paid. **SEE ATTACHMENT** ☒ Yes ☐ No
12. Is the above listed RLS transfer going to be a part of a change of location to this new LLDS license location? If "yes," then all alcohol stock can be transferred to this new LLDS location. ☐ Yes ☒ No

Transfer of Ownership of RLS License #2

Licensee Name		Trade Name of Establishment/Doing Business As Name (DBA)	
Hild's Fine Wines Ltd		Corks Fine Wines & Spirits	
Which jurisdiction issued this license? (City or County)		Liquor License Number	
Montrose		09-92787-0000	
Business Address			
16420 S Townsend			
City or Town		State	ZIP Code
Montrose		CO	81401
Mailing Address			
16420 S Townsend			
City or Town		State	ZIP Code
Montrose		CO	81401
Phone Number		Email Address	
[REDACTED]		[REDACTED]	

13. Was this Retail Liquor Store (RLS) license applied for or licensed on or before 5/1/16? If "no," it cannot be counted as a transfer of ownership in this new Liquor-Licensed Drugstore application. ☒ Yes ☐ No
14. Has all debt been paid to each wholesaler? If "yes," submit completed Wholesaler Affidavit of Compliance to the Local Licensing Authority. If "no," the transfer cannot be completed until all debt to each wholesaler has been paid. SEE ATTACHMENT ☒ Yes ☐ No
15. Is the above listed RLS transfer going to be a part of a change of location to this new LLDS license location? If "yes," then all alcohol stock can be transferred to this new LLDS location. ☒ Yes ☐ No

Section IV – Additional RLS/LLDS:

In addition to the RLS listed in Section III, are there any other RLS or LLDS within 1,500/3,000 feet of this new LLDS application? If "yes," list all licenses below. Add an attachment in the same format if additional space is needed. Note: This application cannot proceed unless all RLS/LLDS Licenses have either changed their location outside the distance requirements or have surrendered their license.

RESPONSE: No -- the only RLS within 1,500' is Hild's Fine Wines Ltd.; there is no other RLS or LLDS RLS/LLDS #1 within 1,500' of this new LLDS application.

Licensee Name (If an LLC; partnership; corporation or name of corporation)		Trade Name of Establishment/Doing Business As Name (DBA)	
[REDACTED]		[REDACTED]	
Business Address			
[REDACTED]			
City or Town		State	ZIP Code
[REDACTED]		[REDACTED]	[REDACTED]

Mailing Address

City or Town

State

ZIP Code

Liquor License Number

Jurisdiction (City or County)

16. Is the above listed licensee going to request a change of location? If "yes," the licensee completes form DR 8442 Permit Application and Report of Changes and submit to the appropriate Local Licensing Authority..... ☐ Yes ☐ No

17. Is the above listed licensee going to surrender its liquor license? If "yes," the licensee completes Affidavit for Surrender of State Liquor License and submit to appropriate Local Licensing Authority. ☐ Yes ☐ No

RLS/LLDS #2

Licensee Name

(If an LLC; partnership; corporation or name of corporation)

Trade Name of Establishment/Doing Business As Name (DBA)

Business Address

City or Town

State

ZIP Code

Mailing Address

City or Town

State

ZIP Code

Liquor License Number

Jurisdiction (City or County)

18. Is the above listed licensee going to request a change of location? If "yes," the licensee completes form DR 8442 Permit Application and Report of Changes and submit to the appropriate Local Licensing Authority..... ☐ Yes ☐ No

19. Is the above listed licensee going to surrender its liquor license? If "yes," the licensee completes Affidavit for Surrender of State Liquor License and submit to appropriate Local Licensing Authority. ☐ Yes ☐ No

Section V – Additional Questions:

20. Are the applicant (including any of the partners, if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or permitted managers under the age of twenty-one years? ☐ Yes ☒ No

21. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or permitted managers ever (in Colorado or any other state)?:
- (a) Been denied an alcohol beverage license? ☒ Yes ☐ No
- (b) Had an alcohol beverage license suspended or revoked? ☒ Yes ☐ No
- (c) Had interest in another entity that had an alcohol beverage license suspended or revoked? If you answered "yes" to a, b or c, explain in detail on a separate sheet.PLEASE SEE ATTACHMENT..... ☒ Yes ☐ No

22. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," attach a detailed explanation. ☐ Yes ☒ No

23. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law or the principal campus of any college, university or seminary? ☐ Yes ☒ No
- or

Waiver by local ordinance? ☐ Yes ☐ No

Other:

24. Did the applicant have at least twenty percent (20%) of gross licensee's gross annual income derived from the total sale of food during the prior twelve (12) month period?PLEASE SEE ATTACHMENT..... ☒ Yes ☐ No

The applicant must provide evidence to the State and Local Licensing Authority that at least twenty percent (20%) of the applicant gross annual income is derived from the sale of food, during the prior twelve (12) month period. The licensing authority may request additional evidence, if needed.

25. Has a liquor or beer license ever been issued to the applicant (including any of the partners if a partnership; members or managers if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If "yes," identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... ☒ Yes ☐ No
- PLEASE SEE ATTACHMENT

26. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by virtue of ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☐ Other (Explain in detail)

☒ Lease

- a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord

Dillon Real Estate Co., Inc.

Tenant

PLEASE SEE ATTACHMENT

Dillon Companies, LLC

Lease Expiration Date

08/31/2027

b. Is a percentage of alcohol sales included as compensation to the landlord? If "yes," complete the next question..... ☐ Yes ☒ No

c. Attach a diagram and designate the area in a black bold outline to be licensed (including dimensions) which shows the walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

27. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary. NONE

Last Name

First Name

Date of Birth

FEIN or Social Security Number

Interest/Percentage

Last Name

First Name

Date of Birth

FEIN or Social Security Number

Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. NONE

28. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes", a copy of the license must be attached... ☒ Yes ☐ No
PLEASE SEE ATTACHMENT

29. All Liquor Licensed Drugstore (LLDS) applicants must submit form DR 8000, Application for Colorado Manager Permit, to the State Licensing Authority for every permitted manager(s). Permitted Managers must make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See Application Checklist, Section IV, for details. List all Permitted Managers below.

Last Name of Manager Permit Applicant

First Name of Manager Permit Applicant

Anderson

Richard

Last Name of Manager Permit Applicant

First Name of Manager Permit Applicant

Chen

Lin

Last Name of Manager Permit Applicant

First Name of Manager Permit Applicant

Cowin

Joanie

30. Tax Information

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? .. ☐ Yes ☒ No

31. If the applicant is a corporation, partnership, association or limited liability company, the applicant must list all **Officers, Directors, General Partners, and Managing Members**. Also, the applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. PLEASE SEE ATTACHMENTS

Last Name	First Name
Dreher	Steven

Home Address
[REDACTED]

City	State	ZIP Code
[REDACTED]	[REDACTED]	[REDACTED]

Date of Birth	Position	Percent Owned
[REDACTED]	President	0%

Last Name	First Name
Nelson	Philip

Home Address
[REDACTED]

City	State	ZIP Code
[REDACTED]	[REDACTED]	[REDACTED]

Date of Birth	Position	Percent Owned
[REDACTED]	Vice President	0%

Last Name	First Name
Wheatley	Christine

Home Address
[REDACTED]

City	State	ZIP Code
[REDACTED]	[REDACTED]	[REDACTED]

Date of Birth	Position	Percent Owned
[REDACTED]	VP, Secretary--Dillon Companies Principal officer--The Kroger Co.	0%

Last Name	First Name
Fike	Carin

Home Address
[REDACTED]

City	State	ZIP Code
[REDACTED]	[REDACTED]	[REDACTED]

Date of Birth	Position	Percent Owned
[REDACTED]	VP, Treasurer	0%

** If the applicant is owned 100% by a parent company, please list the designated principal officer on question #45 PLEASE SEE ATTACHMENT

** Corporations--the President, Vice-President, Secretary and Treasurer must be accounted for on question #45 (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than those disclosed herein, owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 3 or 5, C.R.S. PLEASE SEE ATTACHMENT

I would like to apply for a Two-Year Renewal ☐ Yes ☐ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name and Title

CARIN L. FIKE // Vice President, Treasurer
--

Authorized Signature

<i>Carin L. Fike</i>	Date (MM/DD/YY) 10-9-2024
----------------------	------------------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

October 17, 2024

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 44-3-311(1) C.R.S.)

December 3, 2024

The Local Licensing Authority Hereby Affirms that each person, except Permitted Managers, required to file a DR 8404-I (Individual History Record) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of liquor code provisions affecting their class of license.

(Check One)

- ☐ Date of inspection or anticipated date
- ☒ Will conduct inspection upon approval of State Licensing Authority
- ☐ Is the Liquor-Licensed Drugstore (LLDS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? ☐ Yes ☒ No
- ☐ Is the Liquor-Licensed Drugstore (LLDS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? ☐ Yes ☐ No
- ☐ Does the Liquor-Licensed Drugstore (LLDS) applicant have at least twenty percent (20%) of the licensee's gross annual income derived from the sale of food, during the prior twelve (12) month period? ☒ Yes ☐ No

The foregoing application has been examined and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants and will comply with the provisions of Title 44, Article 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority Approves this license for a Two-Year Renewal ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

☐ Town, City ☐ County

Printed Name

Title

Authorized Signature

Date (MM/DD/YY)

Printed Name

Title

Authorized Signature

Date (MM/DD/YY)

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE**RE: DILLON COMPANIES, LLC dba CITY MARKET #40**

QUESTION #7: *As of the date of this application, how many existing LLDS licenses or pending applications does the applicant have? List all LLDS information below.*

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #124

Street Address

4600 Leetsdale Dr

City

Glendale

State Zip Code

CO

80246

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #114

Street Address

15051 E 104th Ave

City

Commerce City

State Zip Code

CO

80022

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #126

Street Address

17761 Cottonwood Dr

City

Parker

State Zip Code

CO

80134

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #125

Street Address

5544 Promenade Pkwy

City

State

Zip Code

Castle Rock

CO

80108

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #137

Street Address

14967 Candelas Pkwy

City

State

Zip Code

Arvada

CO

80007

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #116

Street Address

13525 Quebec St

City

State

Zip Code

Thornton

CO

80602

Licensee Name [If an LLC; partnership; corporation or name of corporation)

Dillon Companies, LLC

Trade Name of Establishment/Doing Business As Name (DBA)

King Soopers #118

Street Address

2355 W 136th Ave

City

State

Zip Code

Broomfield

CO

80023

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE
RE: DILLON COMPANIES, LLC, CITY MARKET #40

QUESTION #11: ***Has all debt been paid to each wholesaler? If “yes,” submit completed Wholesaler Affidavit of Compliance to the Local Licensing Authority.***

Wholesaler Affidavits for KH9 LLC dba Drive In Liquor attached as follows:

Beverage Distributors Company LLC dba Breakthru Beverage Colorado

Central Distributing Co dba Central Distributing Co

Eagle Rock Distributing Company of Colorado LLC dba same
--

High Country Beverage Corp dba High Country Beverage Corp

Republic National Distributing Co LLC dba Republic National Distributing Co LLC

Southern Glazer’s Wine and Spirits of Colorado dba Southern Glazer’s of CO
--

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Beverage Distributors Company LLC

Trade Name of Establishment / Doing Business As (DBA)

Breakthru Beverage Colorado

License Number

40-04782-0001-04

Phone Number

303-371-3421

Email Address

JJJohnson@BreakthruBev.com

Physical Address

3980 Central Park Blvd

City

Denver

State

CO

ZIP Code

80238

Transferor Retailer Licensee Name

KH9 LLC

Trade Name of Establishment / Doing Business As (D B A)

Drive In Liquor

License Number

03-05017

Phone Number

970-249-4836

Physical Address

700 North Townsend Avenue

City

Montrose

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Breakthru Beverage Colorado

Printed Name

Jaime J Johnson

Title

Credit Associate III

Signature

jaime j johnson

Date (MM/DD/YY)

10-07-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) C/N: 281828

CENTRAL DISTRIUBTING COMPANY

Trade Name of Establishment / Doing Business As (DBA)

CENTRAL DISTRIBUTING COMPANY

License Number

04-34880-0002/0008

Phone Number

(970) 243-0024

Email Address

joellen@centraldistributing.ws

Physical Address

3244 F 1/2 Road

City

CLIFTON

State

CO

ZIP Code

81520

Transferor Retailer Licensee Name

KH9 LLC

Trade Name of Establishment / Doing Business As (D B A)

DRIVE IN LIQUOR

License Number

03-05017

x- 9/17/25

Phone Number

(970) 249-4836

Physical Address

700 North Townsend Avenue

City

Montrose

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

CENTRAL DISTRIBUTING COMPANY

Printed Name

JoEllen Gracey

joellen@centraldistributing.ws

Title

A/R

Signature

Date (MM/DD/YY)

10/2/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

EAGLE ROCK DISTRIBUTING

Trade Name of Establishment / Doing Business As (DBA)

EAGLE ROCK DISTRIBUTING OF COLORADO

License Number

03-14136

Phone Number

770-498-5500

Email Address

accountsreceivable@eaglerocks.com

Physical Address

15080 Terrazzo Drive

City

Monument

State

CO

ZIP Code

80921

Transferor Retailer Licensee Name

Drive In Liquor

Trade Name of Establishment / Doing Business As (D B A)

Drive In Liquor

License Number

03-05017

Phone Number

970-779-7889

Physical Address

700 N. Townsend Ave

City

Montrose

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Eagle Rock Distributing of Colorado

Printed Name

Christine Wiley

Title

Accounts Receivable

Signature

Christine Wiley

Date (MM/DD/YY)

10/02/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

High Country Beverage Corp

Trade Name of Establishment / Doing Business As (DBA)

High Country Beverage Corp

License Number

23687180001

Phone Number

970-622-8444

Email Address

hcb.ar@hcbeer.com

Physical Address

4200 Ronald Reagan Blvd.

City

Johnstown

State

CO

ZIP Code

80534

Transferor Retailer Licensee Name

KH9 LLC

Trade Name of Establishment / Doing Business As (D B A)

DRIVE IN LIQUOR

License Number

03-05017

Phone Number

970-779-7889

Physical Address

700 N TOWNSEND AVENUE

City

MONTROSE

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

High Country Beverage Corp

Printed Name

Trisha Chapel

Title

Finance Supervisor

Signature

Trisha Chapel

Date (MM/DD/YY)

10/7/24

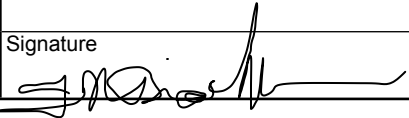
Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company			License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company			Phone Number	
Physical Address 8000 Southpark Terrace	City Littleton	State CO	ZIP 80120	
Email Address atl_ebs_coll@rndc-usa.com				
Transferor Retailer Licensee Name KH9 LLC			License Number 03-05017	
Trade Name of Establishment/Doing Business As (DBA) DRIVE IN LIQUOR			Phone Number	
Physical Address 700 N TOWNSEND AVE	City Montrose	State CO	ZIP 81401	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full				
Wholesaler: Republic National Distributing Company				
Signature <i>Nakia J Lewis</i>	Print Nakia Lewis	Title SR. Ar Specialist	Date 09/25/24	

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Southern Glazer's Wine & Spirits		License Number 40-55351-0002	
Trade Name of Establishment/Doing Business As (DBA) Southern Glazers Wine & Spirits of Colorado		Phone Number (303) 292-1711	
Physical Address 22800 E. 19th Ave	City Aurora	State Co	ZIP 80019
Email Address jbrachle@sgws.com			
Transferor Retailer Licensee Name KH9 LLC		License Number 03-05017	
Trade Name of Establishment/Doing Business As (DBA) Drive In Liquor		Phone Number (970) 249-4836	
Physical Address 700 North Townsend Avenue	City Montrose	State CO	ZIP 81401
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Southern Glazers Wine & Spirits of Colorado			
Signature 	Print Julie Brachle	Title Lead Clerk-A/R	Date 10/28/24

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE
RE: DILLON COMPANIES, LLC, CITY MARKET #40

QUESTION #14: ***Has all debt been paid to each wholesaler? If “yes,” submit completed Wholesaler Affidavit of Compliance to the Local Licensing Authority.***

Wholesaler Affidavits for Hild’s Fine Wines Ltd dba Corks Fine Wines & Spirits attached as follows:

5680 LLC dba 5680 LLC / 5680' Vineyards

Puesta Del Sol Vineyards LLC dba Alfred Eames Cellars

Beverage Distributors Company LLC dba Breakthru Beverage Colorado

Central Distributing Co dba Central Distributing Co

Classic Beverage Company LLC dba Classic Beverage Company

The Vineland Corporation dba Colorado Cellars

Information Engineering Services Inc. dba Cottonwood Cellars

Crooked Stave Co Distributing Company LLC dba CSA Distributing

CTS Distributing LLC dba CTS Distributing

Eagle Rock Distributing Company of Colorado LLC dba same

Empire Distributors of Colorado Inc. dba same

ERL Wholesale LLC dba Giuliana Wine Company

High Country Beverage Corp dba High Country Beverage Corp

Coal Seam Distributing LLC dba Innersmountain Distributing Co

Lanque Dubois Winery LLC dba Lanque Dubois Winery / LaNoue Wines

Liberation Distribution LLC dba LIBDIB

Maverick Beverage Company Colorado LLC dba Maverick Beverage Company Colorado

Blue Sky Distributing Inc. dba Momentum Beverage Team Colorado

Natural Wine Company LLC dba Natural Wine Company

Old World Wine Co LLC dba Old World Wine Co

Palisade Brewing Company LLC dba Palisade Brewing Company

Peach Street Distillers Corporation dba Peach Street Distillers

Republic National Distributing Co LLC dba Republic National Distributing Co LLC

Southern Glazer's Wine and Spirits of Colorado dba Southern Glazer's of CO

Rondon Enterprises Inc. dba Stoney Mesa Winery Ltd / Ptarmigan Vineyard

High Mesa Spirits LLC dba Storm King Distilling Co

Dominico Distribution Inc. dba Synergy Fine Wines

Western Distributing Co Inc. dba Western Distributing Company

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d). C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

5680' LLC

Trade Name of Establishment / Doing Business As (DBA)

5680' LLC

License Number

42-61599-0001

Phone Number

970-270-7471

Email Address

robkimball7@hotmail.com

Physical Address

14652 Peony Lane

City

Paonia

State

CO

ZIP Code

81248

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

5680' LLC

Printed Name

Rob Kimball

Title

OWNER

Signature

Rob Kimball

Date (MM/DD/YY)

10-5-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Puesta Del Sol Vineyards LLC

Trade Name of Establishment / Doing Business As (DBA)

Alfred Eames Cellars

License Number

15-37661-0001

Phone Number

970-361-5630

Email Address

alfredeamescellars@gmail.com

Physical Address

11931 4050 Road

City

Paonia

State

CO

ZIP Code

81428

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Puesta Del Sol Vineyards LLC dba Alfred Eames Cellars

Printed Name

Alfred Eames Petersen

Title

Owner

Signature

Alfred Petersen

Date (MM/DD/YY)

10/11/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Beverage Distributors Company LLC

Trade Name of Establishment / Doing Business As (DBA)

Breakthru Beverage Colorado

License Number

40-04782-0001--04

Phone Number

303-371-3421

Email Address

JJJohnson@BreakthruBev.com

Physical Address

3980 Central Park Blvd

City

Denver

State

CO

ZIP Code

80238

Transferor Retailer Licensee Name

Hild's Fine Wines LTD

Trade Name of Establishment / Doing Business As (D B A)

Corks Fine Wines + Spirits

License Number

09-92787-0000

Phone Number

970-244-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Breakthru Beverage Colorado

Printed Name

Jaime J Johnson

Title

Credit Associate III

Signature

jaime j johnson

Date (MM/DD/YY)

10-07-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) C/N: 282500

CENTRAL DISTRIUBTING COMPANY

Trade Name of Establishment / Doing Business As (DBA)

CENTRAL DISTRIBUTING COMPANY

License Number

04-34880-0002/0008

Phone Number

(970) 243-0024

Email Address

joellen@centraldistributing.ws

Physical Address

3244 F 1/2 Road

City

CLIFTON

State ZIP Code

CO

81520

Transferor Retailer Licensee Name

HILD'S FINE WINES

Trade Name of Establishment / Doing Business As (D B A)

HILD'S FINE WINES

License Number

09-92787-0000

x 11/16/24

Phone Number

970-249-5556

Physical Address

16420 TOWNSEND AVE.

City

MONTROSE

State ZIP Code

CO

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

CENTRAL DISTRIBUTING COMPANY

Printed Name

JoEllen Gracey

joellen@centraldistributing.ws

Title

A/R

Signature

Date (MM/DD/YY)

09/25/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Classic Beverage Company LLC				License Number 07-42785-0000	
Trade Name of Establishment/Doing Business As (DBA) Classic Beverage Company				Phone Number (303) 825-1360	
Physical Address 6489 E. 39th Ave		City Denver		State CO	ZIP 80207
Email Address swieman@classicbevco.com					
Transferor Retailer Licensee Name HILDS FINE WINES LTD				License Number 07-42785-0000	
Trade Name of Establishment/Doing Business As (DBA) CORKS FINE WINES & SPIRITS				Phone Number (970) 249-5565	
Physical Address 16420 SOUTH TOWNSEND		City MONTROSE		State CO	ZIP 81401
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full					
Wholesaler: Classic Beverage Company LLC					
Signature 		Print Sabrina Wieman		Title Office Manager	Date 10/01/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

THE VINELAND CORPORATION

Trade Name of Establishment / Doing Business As (DBA)

COLORADO CELLARS

License Number

04-8416 10005

Phone Number

970-464-7921

Email Address

rick@coloradocellars.com

Physical Address

3553 E. Road

City

Palisade

State

CO

ZIP Code

81526

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Monrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

The Vineland Corporation dba Colorado Cellars

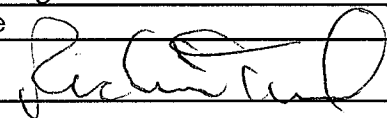
Printed Name

Richard Turley

Title

Owner

Signature



Date (MM/DD/YY)

09/26/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

INFORMATION ENGINEERING SERVICES INC.

Trade Name of Establishment / Doing Business As (DBA)

COTTONWOOD CELLARS

License Number

03-21843

Phone Number

970-323-6224

Email Address

cowinelady@cs.com

Physical Address

5482 Highway 348

City

Olathe

State

CO

ZIP Code

81425

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Information Engineering Services Inc. dba Cottonwood Cellars

Printed Name

Diana Read

Title

Corporate Secretary

Signature

Date (MM/DD/YY)

09/30/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

CROOKED STAVE CO DISTRIBUTING COMPANY LLC

Trade Name of Establishment / Doing Business As (DBA)

CSA Distributing

License Number

03-01428, 03-01429

Phone Number

720-379-3191

Email Address

larissa@csartisans.com

Physical Address

4255 Carson St

City

Denver

State

CO

ZIP Code

80239

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Crooked Stave Co Distributing Company LLC dba Crooked Stave Artisan Distribution [CS Artisans]

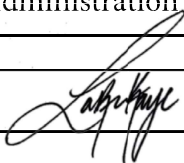
Printed Name

LaRissa Kaye

Title

Director of Administration

Signature



Date (MM/DD/YY)

09/27/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

CTS DISTRIBUTING LLC

Trade Name of Establishment / Doing Business As (DBA)

CTS DISTRIBUTING

License Number

13-27217-0001

Phone Number

303-393-7393

Email Address

ctsorderdesk@ctsdistributing.com

Physical Address

5050 Osage St Ste 100

City

Denver

State

CO

ZIP Code

80221

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

CTS Distributing LLC dba CTS Distributing

Printed Name

TRISHA MAITZ

Title

OPERATIONS MANAGER

Signature

Trisha Maitz

Date (MM/DD/YY)

09/26/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Eagle Rock Distributing Company of Colorado LLC

Trade Name of Establishment / Doing Business As (DBA)

Eagle Rock Distributing Company

License Number

03-14130

Phone Number

770-498-5500

Email Address

anne.streater@eaglerocks.com

Physical Address

1455 E 62nd Avenue

City

Denver

State

CO

ZIP Code

80216

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 SOUTH TOWNSEND

City

MONTROSE

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ **Paid in Full** (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ **Not Paid in Full**

Wholesaler

Eagle Rock Distributing Company

Printed Name

Anne Streater

Title

Accounts Receivable Specialist

Signature



Date (MM/DD/YY)

10/03/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Empire Distributors of Colorado Inc.

Trade Name of Establishment / Doing Business As (DBA)

Empire Distributors of Colorado Inc.

License Number

40-81827-0000, 03-00914

Phone Number

303-934-1300

Email Address

Arden@empiredist.com

Physical Address

5301 Peoria St Suite A

City

Denver

State

CO

ZIP Code

80239

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Empire Distributors of Colorado Inc.

Printed Name

Louise Morales

Title

Office Manager

Signature

Louise Morales

Date (MM/DD/YY)

10/3/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

ERL Wholesale LLC

Trade Name of Establishment / Doing Business As (DBA)

Giuliana Wine Company

License Number

03-15111

Phone Number

303-999-7528

Email Address

office@giulianawineco.com

Physical Address

5203 Lincoln Street

City

Denver

State

CO

ZIP Code

80216

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

ERL Wholesale LLC dba Giuliana Wine Company

Printed Name

Stephen C Lewis

Title

Owner / Managing Member

Signature

Date (MM/DD/YY)

10/17/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

High Country Beverage Corp

Trade Name of Establishment / Doing Business As (DBA)

High Country Beverage Corp

License Number

23687180001

Phone Number

970-622-8444

Email Address

hcb.ar@hcbeer.com

Physical Address

4200 Ronald Reagan Blvd.

City

Johnstown

State

CO

ZIP Code

80534

Transferor Retailer Licensee Name

Hild's Fine Wines LTD

Trade Name of Establishment / Doing Business As (D B A)

Corks Fine Wines & Spirits

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

High Country Beverage Corp

Printed Name

Trisha Chapel

Title

Finance Supervisor

Signature

Trisha Chapel

Date (MM/DD/YY)

10/3/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

INNERMOUNTAIN DISTRIBUTING CO.

Trade Name of Establishment / Doing Business As (DBA)

INNERMOUNTAIN DISTRIBUTING CO.

License Number

03-15234 / 03-15235

Phone Number

970-984-2500

Email Address

ar@innermountain.com

Physical Address

6100 County Road 335

City

New Castle

State

CO

ZIP Code

81647

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

INNERMOUNTAIN DISTRIBUTING CO.

Printed Name

Alexander C. Avery

Title

President / CFO

Signature

Alexander C. Avery

Date (MM/DD/YY)

09/25/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

LANQUE DUBOIS WINERY LLC

Trade Name of Establishment / Doing Business As (DBA)

LANQUE DUBOIS WINERY

License Number

03-13488

Phone Number

970-964-5112

Email Address

Lee@LaNouewines.com

Physical Address

67289 Trout Road

City

Montrose

State

CO

ZIP Code

81403

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Lanque Dubois Winery LLC dba Lanque Dubois Winery

Printed Name

Lee Lavoue

Title

Owner

Signature

Date (MM/DD/YY)

10/15/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

LIBERATION DISTRIBUTION LLC

Trade Name of Establishment / Doing Business As (DBA)

LIBDIB

License Number

03-11833

Phone Number

844-542-3421

Email Address

billing@libdib.com

Physical Address

5000 Osage Street #800 Bays 05.L.A-05.L.D

City

Denver

State

CO

ZIP Code

80221

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Liberation Distribution LLC dba Libdib

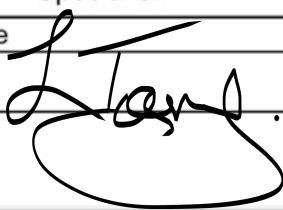
Printed Name

Leila Tosang

Title

AR Specialist

Signature



Date (MM/DD/YY)

10/08/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

MAVERICK BEVERAGE COMPANY COLORADO LLC

Trade Name of Establishment / Doing Business As (DBA)

MAVERICK BEVERAGE COMPANY COLORADO

License Number

03-04155

Phone Number

303-373-5778

Email Address

patricia.behr@maverickbevco.com

Physical Address

14704 E 33rd PI Unit C

City

Aurora

State

CO

ZIP Code

80011

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Maverick Beverage Company Colorado LLC dba Maverick Beverage Company Colorado

Printed Name

Patricia L. Behr

Title

AR Specialist / Office Manager

Signature

Patricia L. Behr

Date (MM/DD/YY)

10/07/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

BLUE SKY DISTRIBUTING INC.

Trade Name of Establishment / Doing Business As (DBA)

MOMENTUM BEVERAGE TEAM COLORADO

License Number

28-73960-0000, 03-12974

Phone Number

312-348-7210

Email Address

ar@mbevteam.com

Physical Address

5000 Osage Street #800

City

Denver

State

CO

ZIP Code

80221

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Blue Sky Distributing Inc. dba Momentum Beverage Team Colorado

Printed Name

Renee Helfinstine

Title

AR Specialist

Signature



Date (MM/DD/YY)

09/26/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

NATURAL WINE COMPANY LLC

Trade Name of Establishment / Doing Business As (DBA)

NATURAL WINE COMPANY

License Number

25-55171-0000

Phone Number

303-586-6508

Email Address

orders@naturalwineco.com

Physical Address

5000 Osage Street Building C #800

City

Denver

State

CO

ZIP Code

80221

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Natural Wine Company LLC dba Natural Wine Company

Printed Name

Gretchen Bach

Title

Office Admin

Signature

Gretchen Bach

Date (MM/DD/YY)

10-11-2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

OLD WORLD WINE CO LLC

Trade Name of Establishment / Doing Business As (DBA)

OLD WORLD WINE CO

License Number

28-71467-0000

Phone Number

970-376-1370

Email Address

zach@oldworldwineco.com

Physical Address

5000 Osage Street #800 Bays 04L.A-04L.O & 04R.A-04R.H

City

Denver

State

CO

ZIP Code

80221

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Old World Wine Co LLC dba Old World Wine Co

Printed Name

Zachary W Locke

Title

Owner

Signature

Date (MM/DD/YY)

10/7/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

PALISADE BREWING COMPANY LLC

Trade Name of Establishment / Doing Business As (DBA)

PALISADE BREWING COMPANY

License Number

42-78821-0000

Phone Number

970-464-1462

Email Address

Zac.Grant.PBC@gmail.com

Physical Address

200 Peach Street

City

Palisade

State

CO

ZIP Code

81526

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Palisade Brewing Company LLC dba Palisade Brewing Company

Printed Name

Joseph McBride

Title

General Manager

Signature

Date (MM/DD/YY)

10/10/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

PEACH STREET DISTILLERS CORP.

Trade Name of Establishment / Doing Business As (DBA)

PEACH STREET DISTILLERS

License Number

03-12741

Phone Number

720-281-2949

Email Address

dustin@peachstreetdistillers.com

Physical Address

144 Kluge Ave

City

Palisade

State

CO

ZIP Code

81526

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

PEACH STREET DISTILLERS CORP.

Printed Name

J Dustin Lemoine

Title

Sales Manager

Signature

J Dustin Lemoine

Date (MM/DD/YY)

9/25/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

REPUBLIC NATIONAL DISTRIBUTING CO LLC

Trade Name of Establishment / Doing Business As (DBA)

REPUBLIC NATIONAL DISTRIBUTING CO LLC

License Number

28-49927-0001, -0003

Phone Number

303-734-2400

Email Address

Rachel.Tanham@RNDC-USA.com

Physical Address

8000 Southpark Terrace

City

Littleton

State

CO

ZIP Code

80120

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Republic National Distributing Co LLC

Printed Name

Rachel Tanham

Title

Supervisor

Signature

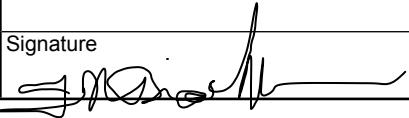
Rachel Tanham

Date (MM/DD/YY)

10-7-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Southern Glazer's Wine & Spirits		License Number 40-55351-0002	
Trade Name of Establishment/Doing Business As (DBA) Southern Glazers Wine & Spirits of Colorado		Phone Number (303) 292-1711	
Physical Address 22800 E. 19th Ave	City Aurora	State Co	ZIP 80019
Email Address jbrachle@sgws.com			
Transferor Retailer Licensee Name KH9 LLC		License Number 03-05017	
Trade Name of Establishment/Doing Business As (DBA) Drive In Liquor		Phone Number (970) 249-4836	
Physical Address 700 North Townsend Avenue	City Montrose	State CO	ZIP 81401
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☐ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Southern Glazers Wine & Spirits of Colorado			
Signature 	Print Julie Brachle	Title Lead Clerk-A/R	Date 10/28/24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

RONDON ENTERPRISES INC.

Trade Name of Establishment / Doing Business As (DBA)

STONEY MESA WINERY LTD. / PTARMIGAN VINEYARD

License Number

23-30749-0001

Phone Number

970-856-9463

Email Address

bretneal@stoneymesa.com

Physical Address

16199 Happy Hollow Road

City

Cedaredge

State

CO

ZIP Code

81413

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Rondon Enterprises Inc. dba Stoney Mesa Winery Ltd / Ptarmigan Vineyard

Printed Name

BRET NGAL

Title

PRESIDENT

Signature

Date (MM/DD/YY)

10-14-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

HIGH MESA SPIRITS LLC

Trade Name of Establishment / Doing Business As (DBA)

STORM KING DISTILLING CO.

License Number

03-10343

Phone Number

970-765-5606

Email Address

info@stormkingdistilling.com

Physical Address

41 W Main St

City

Montrose

State

CO

ZIP Code

81401

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

High Mesa Spirits LLC dba Storm King Distilling Co.

Printed Name

David Fishing

Title

Owner

Signature

Date (MM/DD/YY)

10/15/2024

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

DOMINICO DISTRIBUTION INC.

Trade Name of Establishment / Doing Business As (DBA)

SYNERGY FINE WINES

License Number

03-86636-0001, -0002

Phone Number

303-720-1862

Email Address

hr@synergyfinewines.com

Physical Address

3999 Holly St Unit #4

City

Denver

State

CO

ZIP Code

80207

Transferor Retailer Licensee Name

HILD'S FINE WINES LTD

Trade Name of Establishment / Doing Business As (D B A)

CORKS FINE WINES & SPIRITS

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 South Townsend

City

Montrose

State

CO

ZIP Code

81401-5404

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Dominico Distribution Inc. dba Synergy Fine Wines

Printed Name

Isabelle Cetta

Title

Accounts Receivable

Signature

Isabelle Cetta

Date (MM/DD/YY)

10.14.24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Western Distributing Company

Trade Name of Establishment / Doing Business As (DBA)

Western Distributing Company

License Number

01-07954-0001

Phone Number

(303) 292-1711

Email Address

jbrachle@sgws.com

Physical Address

22800 E. 19th Ave

City

Aurora

State

Co

ZIP Code

80216

Transferor Retailer Licensee Name

Hild's Fine Wines LTD

Trade Name of Establishment / Doing Business As (D B A)

Corks Fine Wine & Spirits

License Number

09-92787-0000

Phone Number

970-249-5565

Physical Address

16420 S. Townsend

City

Montrose

State

CO

ZIP Code

81401

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☐ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Western Distributing Company

Printed Name

Sterling Guadagni

Title

VP Operations

Signature

Sterling Guadagni

Date (MM/DD/YY)

10/8/24

ATTACHMENT TO DR 8001 – ADD ADDITIONAL LIQUOR LICENSED DRUGSTORE

RE: DILLON COMPANIES, LLC dba CITY MARKET #40

QUESTION #21(a)(b)(c): *Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):*
(a) been denied an alcoholic beverage license?
(b) had an alcoholic beverage license suspended or revoked?
(c) had interest in another entity that had an alcoholic beverage license suspended or revoked?
If you answered yes to a, b or c, explain in detail on a separate sheet.

Dillon Companies, LLC, holds over 100 fermented malt beverage and wine retailer off premise licenses and six LLDS licenses in Colorado. On occasion a license has been suspended, those matters being of record before the various local licensing authorities and/or Colorado Liquor Enforcement Division.

DENIALS

- Applications in Greenwood Village were denied due to lack of needs and desires of the neighborhood; license was later granted due to a successful appeal to the Arapahoe County District Court
- A transfer of ownership application of a retail 3.2% beer license in City of Glendale was denied based upon the City of Glendale's belief that the applicant did not have the proper land use permit. No denial by the City of Glendale was ever entered on lack of need, desires or bad moral character issues.

VIOLATIONS FOR THE PAST THREE YEARS

Please see attachment

VIOLATIONS FOR THE PAST THREE YEARS

LICENSE LOCATION	DATE OF VIOLATION	DESCRIPTION	DISPOSITION
King Soopers #99 1842 N. College Ave Fort Collins CO 80524	04/23/2024	Sale Below Cost [state vio]	Dismissed
City Market #26 0072 Beaver Creek Pl Avon CO 81620	3/29/2024	Sale to Minor [state vio]	Pending
King Soopers #22 9731 W. 58 th Ave Arvada CO 800002	11/21/2023	Sale to Minor [state vio]	License suspended 7 days; fine paid in lieu of 3 days; 4 days held in abeyance 1 yr
King Soopers #76 3570 Hartsel Dr Colorado Springs CO 80920	09/12/2023	Sale to Minor [state vio]	License suspended 7 days; fine paid in lieu of 3 days, 4 days held in abeyance 1 yr
City Market #14 1825 Central Park Plaza Steamboat Springs CO 80477	07/18/2023	Sale to Minor [state vio]	License suspended 7 days; fine paid in lieu for 3 days, 4 days held in abeyance 1 yr
King Soopers #73 4503 John F Kennedy Pkwy Fort Collins Co 80525	03/29/2023	Sale to Minor	License suspended 10 days; fine paid in lieu for 10 days, 10 days held in abeyance 1 yr
King Soopers #19 3100 S Sheridan Blvd Denver CO 80227	02/27/2023	Sale to Minor [state vio]	Pending
King Soopers #122 7901 S. Broadway Littleton CO 80122	08/05/2022	Sale to Minor [state vio]	License suspended 7 days; fine paid in lieu for 3 days, 4 days held in abeyance 1 yr
King Soopers #16 19711 E. Smoky Hill Rd Centennial CO 80015	07/05/2022	Sale to Minor	License suspended 10 days; fine paid in lieu for 5 days, 5 days held in abeyance 1 yr
King Soopers #87 Fuel Center 26067 Conifer Rd Conifer CO 80433 [Jeff Co]	06/24/2022	Sale to Minor [state vio]	License suspended 7 days; 3 days served, 4 days held in abeyance 1 yr
King Soopers #86 Citation says: 5095 W 120 th Ave Actual: 12167 Sheridan Blvd Broomfield CO 80020	11/24/2021	Sale to Minor	License suspended 10 days; fine paid in lieu for 5 days, 5 days held in abeyance until 3/1/2023
King Soopers Div #31 1927 S Wadsworth Blvd Lakewood CO 80227	9/14/2021	Sale to Minor	License suspended 7 days; 3 days served, with 4 days held in abeyance for 1 year; paid fine

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE
RE: DILLON COMPANIES, LLC dba CITY MARKET #40

QUESTION #24: *Did the applicant have at least twenty percent (20%) of gross licensee's gross annual income derived from the total sale of food during the prior twelve (12) month period?*

See attached proof of food sales

Timeframe 08/01/2023-08/01/2024		Grocery (Liquor Excluded)						
	Deli/Bakery		Meat	Produce	Total Food Sales	% of Liquor Sales Compared to Food Only Sales	Food Sales (excluding Liquor) % of Gross Annual Sales	Total Sales
	\$7,167,534	\$28,017,319	\$7,359,635	\$10,817,269	\$53,361,757	4.14%	59.73%	\$89,332,707
							74.07%	\$72,037,819
	Drug/GM	RX	Fuel	Liquor			86.85%	\$61,443,729
	\$5,875,287	\$10,594,090	\$17,294,888	\$2,206,685				
								All Departments
								Total All Departments Except Fuel
								Total All Departments Except Fuel & RX

ATTACHMENT TO DR 8001 -- ADDITIONAL LLDS LICENSE
RE: DILLON COMPANIES, LLC dba CITY MARKET #40

FOOD SALES 08/01/2023 THRU 08/01/2024 = \$53,361,757
= 59.73% OF TOTAL SALES / ALL DEPARTMENTS

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE

RE: DILLON COMPANIES, LLC d/b/a CITY MARKET #40

QUESTION #25: ***Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.***

Dillon Companies, LLC holds over 100 retail FMB & Wine Retailer off-premise consumption licenses in Colorado for King Soopers and City Market grocery stores, and seven LLDS licenses. See attached list.

The parent company, The Kroger Co., is the 100% Member of Dillon Companies, LLC, and also holds a financial interest [ownership] in alcohol beverage licenses in other U.S. states.

STORE #	ADDRESS FOR KING SOOPERS	License Number:
1	1331 N. Speer Blvd., Denver, CO 80204	01-10779-0082
3	6350 Sheridan Blvd., Arvada, CO 80003	01-10779-0102
5	1355 Krameria St., Denver, CO 80220; Denver	01-10779-0005
6	1750 W. Uintah, Colorado Springs, CO 80904	01-10779-0049
7	5125 W. Florida, Denver, CO 80219	01-10779-0051
8	2205 W. Wildcat Reserve Pkwy, Highlands Ranch CO 80129	01-10779-0161
9	1015 S. Taft Hill Rd., Ft. Collins, CO 80521	01-10779-0062
10	15250 E. Mississippi, Aurora, CO 80012	01-10779-0079
11	2100 35th Ave., Greeley, CO 80632	01-10779-0093
12	3050 W. Northern, Pueblo, CO 81004	01-10779-0012
13	1375 S. Boulder Rd., Louisville, CO 80027	01-10779-0092
14	655 Peoria St., Aurora, CO 80010	01-10779-0019
16	19711 E. Smoky Hill Rd., Centennial, CO 80015	01-10779-0098
16 Fuel	19853 E. Smoky Hill Rd., Centennial CO 80015	04-00792
18	2325 S. College, Ft. Collins, CO 80521	01-10779-0023
19	3100 S. Sheridan, Denver, CO 80227	01-10779-0024
20	3400 Youngfield, Wheat Ridge, CO 80033	01-10779-0025
21	825 S. Colorado Blvd., Denver, CO 80222	01-10779-0003
22	9731 W. 58th Ave., Arvada, CO 80002	01-10779-0001
24	750 E. 104th Ave., Thornton, CO 80233	01-10779-0028
25	11747 W. Ken Caryl Ave., Littleton, CO 80127	01-10779-0094
26	6470 E. Hampden Ave., Denver, CO 80222	01-10779-0030
27	9551 S. University Blvd., Highlands Ranch, CO 80216	01-10779-0103
28	6550 Lookout Road, Boulder, CO 80301	01-10779-0031
29	1155 E. 9th Ave., Denver, CO 80218	01-10779-0037
30	1155 S. Havana, Aurora, CO 80012	01-10779-0042
31	1927 S. Wadsworth, Lakewood, CO 80227	01-10779-0043
32	2712 11th Ave., Greeley, CO 80632	01-10779-0041
33	3600 Table Mesa Drive, Boulder, CO 80302	01-10779-0044
34	1575 W. 84th Ave., Federal Hts., CO 80221	01-10779-0045
35	890 S. Monaco Pkwy., Denver, CO 80222	01-10779-0046
36	8031 Wadsworth Blvd., Arvada, CO 80005	01-10779-0052
38	5050 E. Arapahoe Road, Centennial, CO 80122	01-10779-0053
39—see 139	3190 S. Parker Road, Aurora, CO 80014 --see 139/chg loc	01-10779-0054
40	12043 W. Alameda Pkwy., Lakewood, CO 80228	01-10779-0056
40 Fuel	198 S. Union Blvd.; Lakewood CO 80228	04-01049
41	6760 S. Pierce, Littleton, CO 80123	01-10779-0055
42	2255 N. Main St., Longmont, CO 80501	01-10779-0057
43	102 W. 29th St., Pueblo, CO 81003	01-10779-0058
44	253 E. 29th St., Loveland, CO 80537	01-10779-0059
45	12350 W. 64th Ave., Arvada, CO 80004	01-10779-0060
47	7575 S. University Blvd., Centennial, CO 80122	01-10779-0065
49	17000 E. Iliff, Aurora, CO 80013	01-10779-0066
50	9800 W. Belleview, Littleton, CO 80123	01-10779-0070
50 Fuel	5091 S. Jellison Way, Littleton CO 80123	04-01417
52	15109 E. Colfax, Aurora, CO 80011	01-10779-0071
53	6930 N. Academy Blvd., Colo Springs, CO 80908	01-10779-0069
55	9983 Wadsworth Pkwy, Westminster, CO 80030	01-10779-0073
56	2727 W. Evans, Denver, CO 80219	01-10779-0077
57	5301 W. 38th Ave Wheat Ridge, CO 80212	01-10779-0072
58	815 Cheyenne Meadows Rd., Colorado Springs, CO 80906	01-10779-0080
58 Fuel	710 Cheyenne Meadows Rd., Colorado Springs CO 80906	04-00860
59	1545 S. Kipling Lakewood, CO 80226	01-10779-0075

STORE #	ADDRESS FOR KING SOOPERS	License Number:
60	1555 Quail, Lakewood, CO 80215	01-10779-0076
61	1650 30th St., Boulder, CO 80302	01-10779-0020
62	10351 N. Federal, Westminster, CO 80030	01-10779-0101
63	8200 S. Holly, Centennial, CO 80122	01-10779-0081
64	1173 Bergen Pkwy, Bergen Park, CO 80439	01-10779-0083
64 Fuel	1277 Bergen Pkwy, Evergreen CO 80439 [Jeff Co]	04-00899
65	101 Englewood Pkwy., Englewood, CO 80110	01-10779-0086
68	3801 E. 120th Ave., Thornton, CO 80241	01-10779-0087
69	4271 S. Buckley, Aurora, CO 80014	01-10779-0090
71	100 Founders Pkwy., Castle Rock, CO 80104	01-10779-0099
72	2750 S. Colorado Blvd., Denver, CO 80122	01-10779-0100
73	4503 John F. Kennedy Pkwy, Ft. Collins, CO 80525	01-10779-0107
74	1275 Eagle Dr., Loveland, CO 80537	01-10779-0117
75	12959 S. Parker Rd., Parker, CO 80134	01-10779-0110
76	3570 Hartsel Drive, Colorado Springs, CO 80920	01-10779-0115
77	1070 W. Baptist Rd., Monument, CO 80132	01-10779-0112
78	8126 S. Wadsworth, Littleton, CO 80123	01-10779-0118
80	995 S. Hover St., Longmont, CO 80503	01-10779-0109
81	500 E. Bromley Lane, Brighton, CO 80601	01-10779-0119
82	17171 S. Golden Rd., Golden, CO 80401	01-10779-0048
83	18605 Green Valley Ranch Blvd, Denver, CO 80249 Formerly 18605 E. 48 th Ave, Denver CO 80249	01-10779-0172
84	6412 S. Parker Rd, Aurora, CO 80016	01-10779-0114
85	15200 W. 64 th Ave., Arvada, CO 80004	01-10779-0166
86	12167 Sheridan Blvd., Broomfield, CO 80020	01-10779-0108
87	25637 Conifer Rd, Conifer, CO 80433	01-10779-0193
87 Fuel	26067 Conifer Rd, Conifer CO 80433 [Jeff Co]	04-00900
88	17031 Lincoln Ave., Parker, CO 80134	01-10779-0120
89	1150 State Hwy #287, Broomfield, CO 80020	01-10779-0113
90	1725 Sheridan, Edgewater, CO 80215	01-10779-0160
91	7284 Lagae Rd, Castle Pines North, CO 80104	01-10779-0163
92	4850 E. 62 nd Ave., Commerce City, CO 80022	01-10779-0186
93	2810 Quebec St., Denver, CO 80207	01-10779-0170
96	6000 S. Holly St.; Greenwood Village, CO 80111	01-10779-0164
96 Fuel	5950 S. Holly St; Greenwood Village CO 80111	04-01023
97	2602 S. Timberline Rd., Ft. Collins, CO 80525	01-10779-0191
98	6030 Stetson Hills Blvd., Colorado Springs, CO 80922	01-10779-0171
99	1842 N. College Ave., Ft. Collins, CO 80524	01-10779-0200
100	4910 S. Yosemite, Greenwood Village, CO 80110	01-10779-0067
101	13700 Colorado Blvd, Thornton, CO 80602	01-10779-0174
102	1611 Pace St., Longmont, CO 80501	01-10779-0173
103	2910 S. Academy Blvd., Colorado Springs, CO 80910	01-10779-0169
104	1520 Main St., Windsor, CO 80550	01-10779-0176
105	6110 Firestone Blvd., Firestone, CO 80520	01-10779-0189
107	25701 E. Smoky Hill Rd; Aurora CO 80016	04-00291
108	4000 Red Cedar Dr., Highlands Ranch, CO 80126	01-10779-0177
109	5050 S. Federal Blvd, Englewood, CO 80110	01-10779-0015
110	8673 South Quebec; Highlands Ranch, CO 80126	01-10779-0168
111	3495 S. University Blvd, Englewood, CO 80113	04-00043
112	1045 1 st Street, Bennett, CO 80102	01-10779-0196
115	1950 Chestnut Place; Denver CO 80202	04-00336
117	6922 10 th St.; Greeley, CO 80634	01-10779-0199

Store #	ADDRESS FOR KING SOOPERS	License Number:
119	9225 N. Union Blvd, Colorado Springs, CO 80920	01-10779-0194
121	8055 Sheridan Blvd, Arvada, CO 80003	01-10779-0182
122	7901 S. Broadway, Littleton, CO 80122	01-10779-0183
122 Fuel	8080 S. Broadway, Littleton CO 80122	04-00801
123	10406 E. Martin Luther King Jr. Blvd.; Denver CO 80238	04-00564
127	7984 W. Alameda Ave., Lakewood, CO 80226	01-10779-0181
128	18211 E. Hampden Ave., Aurora, CO 80013	01-10779-0184
129	1891 State Highway 7; Erie CO 80516-8003	04-00531
130	3620 Austin Bluffs Blvd., Colorado Springs, CO 80918	01-10779-0050
131	100 Littleton, Blvd., Littleton, CO 80120	01-10779-0022
132	750 Ridge Road, Castle Rock, CO 80104	01-10779-0192
133	3250 Centennial Blvd, Colorado Springs, CO 80919	01-10779-0185
134	7915 Constitution Ave; Colorado Springs CO 80951	04-00614
135	480 N. Hwy 287, Lafayette, CO 80026 —closed 10/1/2024 <i>—new store #138 opened in Erie to replace</i>	01-10779-0187
136	100 North 50 th Avenue, Brighton, CO 80601	04-00240
138	2900 E. Arapahoe Rd; Erie CO 80026	04-02003
139	3050 S. Peoria St; Aurora CO 80014-3110	01-10779-0054
147	7530 Falcon Market Pl; Peyton CO 80831 [El Paso Co]	04-01947

Store #	ADDRESS FOR CITY MARKET	License Number
01	2770 Hwy 50 South, Grand Junction, CO 81503	01-10779-0121
03	127 S. Townsend, Montrose, CO 81401	01-10779-0122
04	122 Gunnison River Drive, Delta, CO 81416	01-10779-0123
05	1410 S. Grand Ave., Glenwood Springs, CO 81601	01-10779-0124
06	6 Town Plaza Shopping Center, Durango, CO 81301	01-10779-0125
08	508 E. Main Street, Cortez, CO 81321	01-10779-0127
13	135 S. Plum, Fruita, CO 81521	01-10779-0129
14	1825 Central Park Plaza, Steamboat Springs, CO 80477	01-10779-0130
14 Fuel	555 Marketplace Plaza; Steamboat Springs CO 80488	04-00859
15	505 W. Victory Way, Craig, CO 81625	01-10779-0131
16	711 E. Cooper St., Aspen, CO 81611	01-10779-0132
17	1703 Fremont, Canon City, CO 81212	01-10779-0133
19	880 N. Main, Gunnison, CO 81230	01-10779-0135
20	300 US Hwy 6, Dillon, CO 80435	01-10779-0136
21	3130 Main Ave., Durango, CO 81301	01-10779-0137
22	131 Market St., Alamosa, CO 81101	01-10779-0138
25	569 32 Road, Grand Junction, CO 81504	01-10779-0139
26	0072 Beaver Creek Pl., Avon, CO 81620	01-10779-0140
29	215 6 th Street, Hotchkiss, CO 81419	01-10779-0142
30	400 N. Parkway, Breckenridge, CO 80424	01-10779-0143
30 Fuel	440 N. Park Ave, Breckenridge CO 80424	04-00791
31	777 Gold Hill Place, Woodland Park, CO 80863	01-10779-0144
32	200 Rood Avenue, Grand Junction, CO 81501	01-10779-0145
33	250 East Valley Road, Basalt, CO 81628	01-10779-0146
34	0103 Market Street, Eagle, CO 81631	01-10779-0147
35	1051 Highway 133, Carbondale, CO 81623	<i>store moved</i>
37	438 S. Hwy. 24, Buena Vista, CO 81211	01-10779-0150
40	16400 S. Townsend, Montrose, CO 81401	01-10779-0152
41	850 Castle Valley Blvd, New Castle, CO 81647	01-10779-0153
43	1320 Railroad Ave., Rifle, CO 81650	01-10779-0175

Store #	ADDRESS FOR CITY MARKET	License Number
44	2600 N. 12 th Street, Grand Junction Co 81501	04-00478
45	165 Country Center Drive, Pagosa Springs, CO 81147	01-10779-0154
46	1001 Thompson Road, Granby, CO 80446	01-10779-0188
51	630 24 Road, Grand Junction, CO 80505	01-10779-0198

LLDS Licenses / Colorado

Store #	ADDRESS FOR KING SOOPERS	License Number:
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RX/Liquor License [LLDS] / King Soopers

114	15051 E. 104 th Ave., Commerce City CO 80022	03-08781
116	13525 Quebec St; Thornton CO 80602	03-20907
118	2355 W. 136 th Ave; Broomfield CO 80023	03-21866
124	4600 Leetsdale Dr., Glendale, CO 80246	01-10779-0180
125	5544 Promenade Pkwy; Castle Rock CO 80108	03-09754
126	17761 Cottonwood Dr; Parker CO 80134	03-08980
137	14967 Candelas Parkway; Arvada CO 80007	03-09712

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE

RE: DILLON COMPANIES, LLC d/b/a CITY MARKET #40

QUESTION #26: ***Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?***

Lease Agreement dated 9/01/1997 between Dillon Real Estate CO., Inc., Lessor,
and City Market, Inc., Lessee

City Market, Inc. was merged into Dillon Companies, Inc. 8/11/2000.
Dillon Companies, Inc. converted to a limited liability company 4/19/2018.

Original term was 25 years, commencing 9/1/1997 to 8/31/2022.
Per paragraph 4. B. Renewal Options, lease automatically extends for five year
consecutive terms unless Lessee notifies Lessor of their desire not to extend.
Current expiration date is 8/31/2027.

DELAYED EFFECTIVE DATE
8-13-00

ARTICLES OF MERGER
OF
CITY MARKET, INC.
(a Colorado corporation)
AND
DILLON COMPANIES, INC.
(a Kansas corporation)

STATE OF KANSAS
SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
100 EAST 30TH AVENUE, HUTCHINSON, KANSAS 67502

20001156416 0
\$ 110.00
SECRETARY OF STATE
08-11-2000 11:48:12

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. A Plan of Merger has been duly adopted providing for the merger of City Market, Inc., a Colorado corporation, and Dillon Companies, Inc., a Kansas corporation, the parent corporation of City Market, Inc., resulting in Dillon Companies, Inc. being the survivor. The Plan of Merger is set forth herein as Exhibit "A".
2. Shareholder approval of the Plan of Merger was not required.
3. Immediately before the merger, the parent corporation owned at least ninety percent of the outstanding shares of each class of the subsidiary. The effective date of the parent-subsiidiary merger is August 13, 2000. The effective date complies with Section 7-111-104(5) of the Colorado Business Corporation Act.
4. The surviving corporation is organized under the laws of the State of Kansas and the address of its principal office is 700 East 30th Avenue, Hutchinson, Kansas 67502.

QUAL DFC
9871213908
QUAL (SURV) 322
FPC 198710423
22

Dated: July 10, 2000

DILLON COMPANIES, INC.

By: Paul W. Heldman
Paul W. Heldman, Vice President

CITY MARKET, INC.

By: Paul W. Heldman
Paul W. Heldman, Vice President

F:\LEGAL\USERS\4437\MERGE\0612-01.WPD

COMPUTER UPDATE COMPLETE
MJ



AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of July 10, 2000, is made by and between **DILLON COMPANIES, INC.**, a Kansas corporation ("Parent"), and **CITY MARKET, INC.**, a Colorado corporation ("Subsidiary") (such corporations being referred to separately as a "Constituent Corporation" and collectively as the "Constituent Corporations").

WITNESSETH:

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Kansas, having been incorporated on May 13, 1921, and having an authorized capital stock of 1000 shares of common stock, \$1.00 par value, of which 100 shares are issued and outstanding; and

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Colorado, having been incorporated on October 16, 1969, and having an authorized capital stock of 300,000 shares of common stock, \$1.25 par value, of which 264,494 shares are issued and outstanding in the name of Parent; and

WHEREAS, the respective Boards of Directors of Parent and Subsidiary have deemed it advisable and in the best interest of the Constituent Corporations that Subsidiary be merged with and into Parent (the "Merger") pursuant to, and in accordance with, the laws of the States of Kansas and Colorado (the "Statutes").

WHEREAS, the respective Boards of Directors of Parent and Subsidiary have duly approved and adopted resolutions approving this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I**MERGER AND NAME OF SURVIVING CORPORATION**

At the Effective time, as defined in Article IV hereof, Subsidiary shall be merged with and into Parent. At and after the Effective Time, Parent shall be the "Surviving Corporation", which shall continue its corporate existence as a Kansas corporation to be governed by the laws of the State of Kansas. The name of the Surviving Corporation shall continue to be "Dillon Companies, Inc.", whose principal place of business is in Hutchinson, Kansas.

ARTICLE II**ARTICLES OF INCORPORATION AND BYLAWS
OF THE SURVIVING CORPORATION**

The Articles of Incorporation and Bylaws of the Parent at the Effective Time shall be the Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation, and thereafter may be amended or repealed in accordance with their respective terms and as provided by law.

ARTICLE III
TERMS OF THE MERGER AND MODE OF CARRYING THEM
INTO EFFECT; MANNER AND BASIS OF CONVERTING SHARES

At the Effective Time: (i) by virtue of the merger and without any action on the part of the holder thereof, the shares of Subsidiary held by Parent shall not be converted into cash, securities or other obligations of Parent, but shall be surrendered and canceled; (ii) no cash or other consideration shall be paid or delivered for the shares of Subsidiary held by Parent; and (iii) each then outstanding share of Parent shall continue unchanged as an outstanding share of the Surviving Corporation and the holder thereof shall receive no additional shares of common stock as a result of the Merger.

ARTICLE IV
EFFECTIVE TIME OF THE MERGER

The Merger shall become effective (the "Effective Time") on August 13, 2000.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Plan to be signed by their duly authorized officer, all as of the date first above written.

DILLON COMPANIES, INC.

By: _____

Paul W. Heldman, Vice President and
Assistant Secretary

CITY MARKET, INC.

By: _____

Paul W. Heldman, Vice President and Secretary

CVD 53-44	KANSAS SECRETARY OF STATE Certificate of Conversion to a Kansas Entity	
	Kansas Office of the Secretary of State: Memorial Hall, 1st Floor (785) 296-4564 120 S.W. 10th Avenue kssos@sos.ks.gov Topeka, KS 66612-1594 www.sos.ks.gov	

0686 01 053 044 \$240.00	FILED BY KS SOS 04-19-2018 3 10:29:21 AM FILE#: 0038877
 05124030	

This form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

Converting Entity

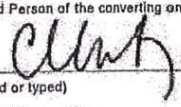
1. Business entity ID number Not Federal Employer ID Number (FEIN).	0038877
2. Entity name	Dillon Companies, Inc.
3. Type of entity	☒ For-Profit Corporation ☐ Not-for-Profit Corporation ☐ General Partnership ☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Limited Partnership
4. State or Country of organization	Kansas

New Entity

5. Entity name	Dillon Companies, LLC			
6. Type of entity	☐ For-Profit Corporation ☐ Not-for-Profit Corporation ☐ General Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership ☐ Limited Partnership			
7. Effective date If future date is chosen, must be within 90 days of filing.	☒ Upon filing ☐ Future effective date:	Month 4	Day 19	Year 2018

The formation document and fee for the converted entity are attached. This conversion is approved in accordance with K.S.A. 17-78-401 through 17-78-406 or by the laws of the appropriate foreign jurisdiction.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct, and that I have remitted the required fee.

Signature of Authorized Person of the converting entity X 	Month 4	Day 19	Year 2018
Name of Signer (printed or typed) Christine S. Wheatley	Title Vice President		

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE

RE: DILLON COMPANIES, LLC dba CITY MARKET #40

QUESTION #28: ***Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If yes, a copy of the license must be attached.***

See attached proof of pharmacy license



COLORADO

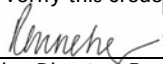
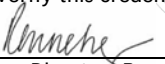
Department of
Regulatory Agencies

Division of Professions and Occupations

Below are your electronic wallet cards to use as proof of your license. You can also print your license at any time by visiting www.colorado.gov/dora/DPO_Print_License and following the instructions listed.

If you would like a more durable wallet card option, you can order one for a fee by visiting www.nasbastore.org and selecting the "Colorado License Cards" link on the left hand side of the page. If you prefer, you can also contact NASBA by phone at 1-888-925-5237 or by email at nasbastore@nasba.org.

Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or dora_dpo_licensing@state.co.us.

Colorado Department of Regulatory Agencies Division of Professions and Occupations		Colorado Department of Regulatory Agencies Division of Professions and Occupations	
State Board of Pharmacy City Market Pharmacy #440 Prescription Drug Outlet- In-State		State Board of Pharmacy City Market Pharmacy #440 Prescription Drug Outlet- In-State	
PDO.0880000020	11/01/2022	PDO.0880000020	11/01/2022
Number	Issue Date	Number	Issue Date
Active	10/31/2024	Active	10/31/2024
Credential Status	Expire Date	Credential Status	Expire Date
Verify this credential at: dpo.colorado.gov		Verify this credential at: dpo.colorado.gov	
			
Division Director: Ronne Hines		Division Director: Ronne Hines	
Credential Holder Signature		Credential Holder Signature	



ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE
RE: DILLON COMPANIES, LLC dba CITY MARKET #40

QUESTION #29: *All Liquor-Licensed Drugstore (LLDS) applicants must submit a form DR 8000 Application for Colorado Manager Permit to the State Licensing Authority for each permitted manager(s). Permitted Managers must make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See Application Checklist, Section IV, for details. List all Permitted Managers below.*

LLDS Manager Permit Applications will be submitted to Colorado Liquor Enforcement Division after this application has been received by Colorado Liquor Enforcement Division for concurrent review and temporary liquor license number provided. Temporary liquor license number required to pay LLDS manager permit application fees on the state website.

Last Name of Manager Permit Applicant	First Name of Manager Permit Applicant
Anderson	Richard
Chen	Lin
Cowin	Joanie
Dukart-Cole	Linda
Gomez	Sara
Huntington	Emma
Jetley	Nicholas
Martin	Jennifer
May	Justin
Pahl	Tayler
Zartman	Justice

ATTACHMENT TO DR 8001 – ADDITIONAL LIQUOR LICENSED DRUGSTORE**RE: DILLON COMPANIES, LLC dba CITY MARKET #40**

QUESTION #31: If applicant is a corporation, partnership, association or limited liability company, the applicant must list all officers, directors, general partners, and managing members. Also, the applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

DILLON COMPANIES, LLC**—officers qualified on the Colorado Master File for Dillon Companies, LLC**

Last Name		First Name	
Dreher		Steven	
Home Address			
[REDACTED]			
City		State	Zip Code
[REDACTED]		[REDACTED]	[REDACTED]
Date of Birth	Position	Percent Owned	
[REDACTED]	President	0%	

Last Name		First Name	
Nelson		Philip	
Home Address			
[REDACTED]			
City		State	Zip Code
[REDACTED]		[REDACTED]	[REDACTED]
Date of Birth	Position	Percent Owned	
[REDACTED]	Vice President	0%	

Last Name		First Name	
Wheatley		Christine	
Home Address			
[REDACTED]			
City		State	Zip Code
[REDACTED]		[REDACTED]	[REDACTED]
Date of Birth	Position	Percent Owned	
[REDACTED]	Vice President, Secretary	0%	

Last Name		First Name	
Fike		Carin	
Home Address			
[REDACTED]			
City		State	Zip Code
[REDACTED]		[REDACTED]	[REDACTED]
Date of Birth	Position	Percent Owned	
[REDACTED]	Vice President, Treasurer	0%	

Last Name		First Name	
The Kroger Co.		N/A	
Home Address			
1014 Vine St			
City		State	Zip Code
Cincinnati		OH	45202
Date of Birth	Position	Percent Owned	
N/A	Member	100%	

Note: Christine S. Wheatley is the designated principal officer for the parent entity, The Kroger Co.

Note: There is a pending report of LLC changes filed with State Liquor Enforcement to update the master file removing Thomas Joseph Sullivan. A copy of the new master file letter will be provided once processed by State.



November 16, 2024

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **City Market #40**
16400 S. Townsend
Montrose, CO 81401

Applicant: DILLON COMPANIES, LLC
Purpose: Application for a NEW Liquor-Licensed Drugstore License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of City Market #40 being granted a Liquor-Licensed Drugstore License indicated by checking the "Favor Yes" column of the signature sheet and those opposed checked the "Oppose No" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
93%	115	7%	9	124

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	98%	49	2%	1	50
Residential Survey Results	89%	66	11%	8	74

	BUSINESS	RESIDENTIAL	TOTAL
No Response	14	210	224
Declined to Participate	1	18	19
Not Qualified to Sign	4	7	11
Disqualified	0	6	6
"No" Signatures	1	8	9
"Yes" Signatures	49	66	115
TOTAL CONTACTS & ATTEMPTS	69	315	384

SURVEY STATISTICS (continued)

Number of Businesses and Residents Contacted: 384 Attempts – 224 No Response = 160
 >Business Survey Participation Rate: 50 Signatures/ 51 Qualified Contacts = 98%
 >Residential Survey Participation Rate: 74 Signatures/ 98 Qualified Contacts = 76%
 >Percentage of Residents Home During Survey: 105 Contacts/ 315 Attempts = 33%

<u>REASONS FOR OPPOSITION SIGNATURES</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
No Reason	7	Not Interested	10
No Need	2	Do Not Sign Any Petitions / Surveys	6
Total	9	Too Busy	2
		Against Company Policy	1
		Total	19
		<u>NOT QUALIFIED CONTACTS</u>	
		Under 21	7
		Owner / Manager Unavailable	4
		Total	11

PETITION METHODOLOGY

- Survey Dates and Times:

Business & Residential:	Friday, October 25, 2024	9:00 am – 5:30 pm
Business:	Saturday, October 26, 2024	9:00 am – 4:30 pm

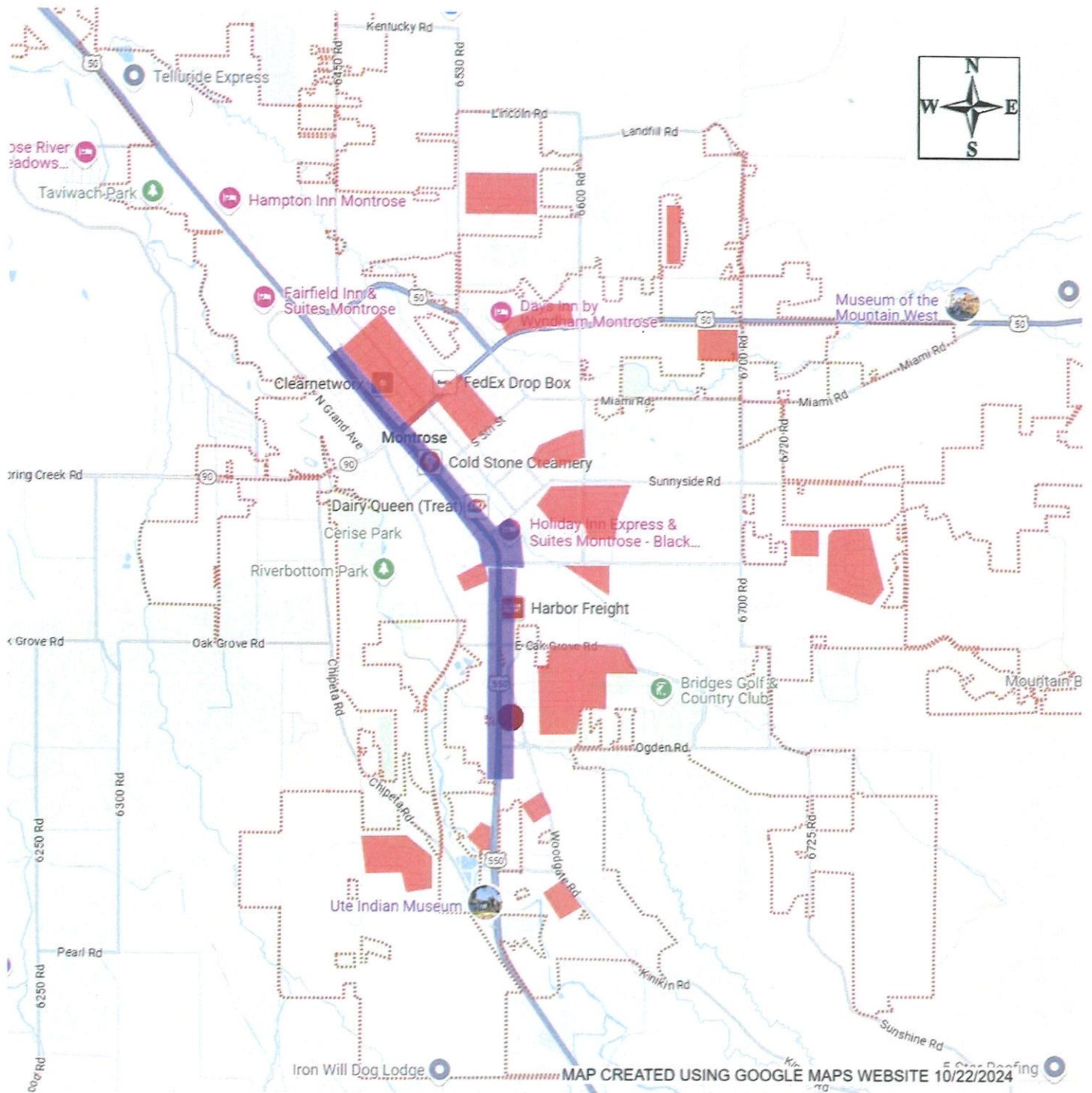
- Survey Area: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. See attached map.
- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in his approach to residents and businesspeople. The circulator had with her a face sheet with the applicant's business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. After the survey, the circulators signed notarized affidavits of circulation. All packets were turned into Montrose City Clerk's office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC

City Market #40 - Montrose



City Market #40 ●
16400 S. Townsend
Montrose, CO 81401

APPLICATION FOR A
LIQUOR-LICENSED
DRUGSTORE
LICENSE

City Boundary
Line

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

SURVEY RESULTS:



BUSINESS
AREAS
COVERED
IN SURVEY



RESIDENTIAL
AREAS
COVERED
IN SURVEY

SURVEY DATE :
OCTOBER 25 &
26, 2024



CITY OF MONTROSE

OFFICE OF THE CITY CLERK



Lisa DelPiccolo, MMC, City Clerk

Direct Dial: 970.240.1422

E-mail: ldelpiccolo@ci.montrose.co.us

December 2, 2024

Petitions were circulated in opposition to a Liquor Licensed Drug Store at 16400 S. Townsend Avenue for Dillon Companies, LLC, doing business as City Market #40.

A summary of the petitions is as follows:

- 741 Signatures were submitted
- 184 Signatures were determined to be insufficient
 - 139 outside of city limits
 - 40 provided an insufficient address
 - 2 failed to provide the age of the signer
 - 3 signatures were determined to be duplicates
- 557 Signatures were determined to be valid

Respectfully,

Lisa DelPiccolo, MMC
City Clerk

November 26, 2024

Sophano Kan & Fangling Kousoum

Pour House Wine & Spirits: 10 Bristlecone Dr, Montrose Co 81403

Palace Liquor: 2229 S. Townsend Ave, Montrose Co 81401

**Letter To City Council
To oppose the City Market's Application
for a Liquor License Drugstore**

Dear City Council,

We are writing this letter to inform you about the impact on our small businesses. At the **Pour House Wine & Spirits**, the sale has been sharply dropped in 2023 and especially in 2024. Wine is the biggest category that the sale has been declined up to 50% plus and following by beers after The State of Colorado allowed the groceries (with fermented malt beverage license) start selling wine in March 1, 2023.

In 64 counties result on the Proposition 125, there were only 24 counties favored and 40 counties opposed. Montrose is one of the 40 counties that did not support the 2022 Colorado Proposition 125 (see reference attached). The corporate greed is making it near impossible to compete with the price point-wise. The monopoly will be happened if most of independent liquor stores collapsed. Then our community will be fighting with the inflation or higher price after that.

The current impact (groceries can sell wines and beers) has already been threatening and hurting our small liquor business badly and all stores in town. Liquor businesses will be unexpectedly impacted or on a brink of closing the door one by one if the liquor license drugstore is approved to sell hard alcohol. Corks Fine Wine and Spirits, a 26 years business sadly forced itself to closed the door is the newest example (see reference attached).

My business fund has been grained by the SBA Program through a local bank. We have been tying our best to operate and survive the business by working so hard for 7 days a week and up to 14 hours a day.

Fangling Kousoum, the owner of **Palace Liquor** at 2229 S, Townsend Ave that just opened for about a year ago would like to ask the city council to concern about this impact as well. She has to leave our two months baby boy and other 2 years old boy oversea in order to come to start up the Palace Liquor business. She has been putting all her greatly effort into the business and with a large amount of both her personal capital and investment loan.

So, we would like to ask the city council to concern our letter and other stores in town. Because we are now in a struggle situation and we feel being threatened to close the door the same as many stores in Denver area. Our community would like to save and support the small local business and need a safe independent store experience which is also restrict on minor.

Sincerely,

Sophano Kan



Fangling Kousoum





Hello NEIGHBOR

Michelle Klippert
BROKER/OWNER



On August 17th, a new set of rules governing how most real estate professionals do business in the US officially took effect – and the changes will change how Americans buy and sell homes.

let's chat



The Real Estate Store

Personal, Professional and Knowledgeable Property Brokers Serving Montrose and the Surrounding Areas.



Corks Fine Wine and Spirits at 16420 S. Townsend is closing. The store deals mostly in wine, and in 2023, City Market, located next door, was given license to sell wine also. (Justin Tubbs | MBT)

BUSINESS, FOOD & BEVERAGE, NEWS, RETAIL

Justin Tubbs Montrose Business Times on August 8, 2024

Corks Wine and Spirits going out of business

Corks Fine Wine and Spirits is closing permanently, as confirmed by the store's manager Jim Trujillo on Wednesday.

Trujillo said the store has faced stiff competition since grocery stores in Colorado have been allowed to sell wine.

A law passed by Colorado voters in 2022 and enacted in 2023 allowed anyone with a license to sell beer to sell wine.



Corks Fine Wines & Spirits

4h · 🌐



Hello Colorado friends!

It is with a heavy heart that we have decided to close Corks Fine Wines and Spirits! 26 years of business and we will miss you all.

Currently all wines is 30% off. Bar supplies are 50%. Come in now and get the best selection!



1

2 shares

(Facebook screenshot)

Grocery stores that were already selling beer, like the City Market in Montrose, located next door to Corks, began selling wine at that time.

"We just can't compete with them next door," Trujillo said.

The store is liquidating, and all wines are 30% off, Trujillo said.

2022 Colorado Proposition 125 - Expand Alcohol Licenses Election Results (A)

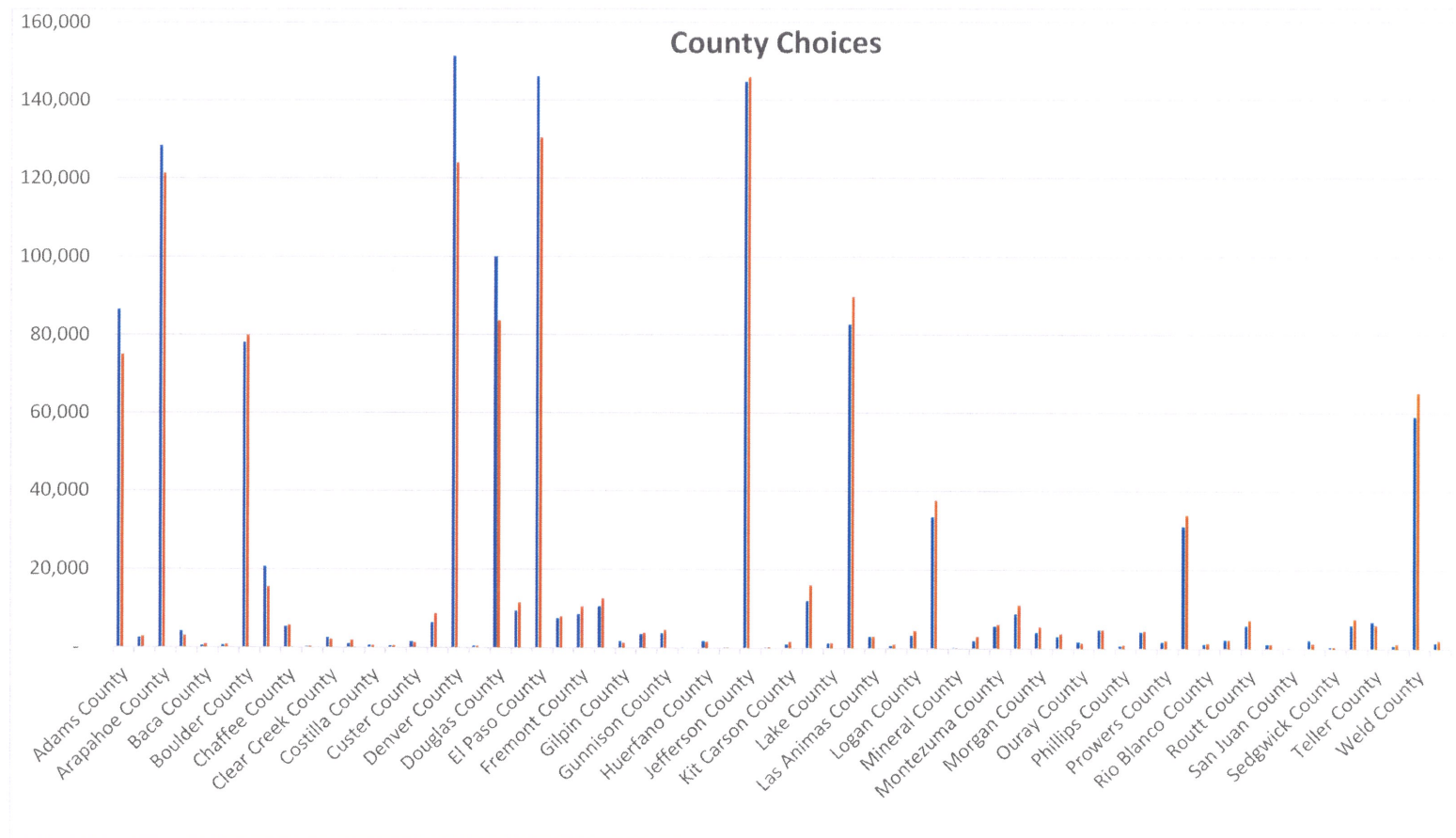
No.	Country Choice	Votes (Yes)	Votes (No)	% Votes (Yes)	% Votes (No)	No. YES & NO
1	Baca County	591.00	1,062.00	64.20%	35.80%	1
2	Cheyenne County	350.00	540.00	60.70%	39.30%	2
3	San Miguel County	2,315.00	1,558.00	59.80%	40.20%	3
4	Bent County	753.00	1,005.00	57.20%	42.80%	4
5	Archuleta County	4,305.00	3,243.00	57.00%	43.00%	5
6	Broomfield County	20,810.00	15,758.00	56.90%	43.10%	6
7	Denver County	151,382.00	124,096.00	55.00%	45.00%	7
8	Garfield County	10,676.00	12,915.00	54.70%	45.30%	8
9	Douglas County	100,152.00	83,834.00	54.40%	45.60%	9
10	Gilpin County	1,789.00	1,513.00	54.20%	45.80%	10
11	Adams County	86,639.00	75,053.00	53.60%	46.40%	11
12	Clear Creek County	2,699.00	2,343.00	53.50%	46.50%	12
13	Alamosa County	2,647.00	2,971.00	52.90%	47.10%	13
14	El Paso County	146,207.00	130,521.00	52.80%	47.20%	14
15	Teller County	6,929.00	6,215.00	52.70%	47.30%	15
16	Custer County	1,700.00	1,543.00	52.40%	47.60%	16
17	Hinsdale County	257.00	233.00	52.40%	47.60%	17
18	Ouray County	1,779.00	1,637.00	52.10%	47.90%	18
19	Costilla County	753.00	704.00	51.70%	48.30%	19
20	Arapahoe County	128,498.00	121,343.00	51.40%	48.60%	20
21	San Juan County	259.00	252.00	50.70%	49.30%	21
22	Boulder County	78,149.00	80,095.00	50.60%	49.40%	22
23	Huerfano County	1,874.00	1,832.00	50.60%	49.40%	23
24	Jefferson County	144,711.00	146,144.00	50.20%	49.80%	24
25	Park County	4,827.00	4,981.00	49.20%	50.80%	1
26	Las Animas County	3,098.00	3,238.00	48.90%	51.10%	2
27	Lake County	1,401.00	1,495.00	48.40%	51.60%	3
28	Chaffee County	5,518.00	5,905.00	48.30%	51.70%	4
29	Larimer County	82,752.00	89,956.00	47.90%	52.10%	5
30	Elbert County	7,583.00	8,295.00	47.80%	52.20%	6
31	Montezuma County	5,761.00	6,294.00	47.80%	52.20%	7

32	Pitkin County	4,309.00	4,710.00	47.80%	52.20%	8
33	Rio Grande County	2,284.00	2,497.00	47.80%	52.20%	9
34	Saguache County	1,244.00	1,361.00	47.80%	52.20%	10
35	Pueblo County	31,042.00	34,145.00	47.60%	52.40%	11
36	Weld County	59,064.00	65,235.00	47.50%	52.50%	12
37	Mesa County	33,443.00	37,811.00	46.90%	53.10%	13
38	Grand County	3,590.00	4,083.00	46.80%	53.20%	14
39	Mineral County	312.00	364.00	46.20%	53.80%	15
40	Dolores County	558.00	674.00	45.30%	54.70%	16
41	Jackson County	300.00	364.00	45.20%	54.80%	17
42	Eagle County	9,532.00	11,767.00	44.80%	55.20%	18
43	Fremont County	8,700.00	10,776.00	44.70%	55.30%	19
44	Sedgwick County	504.00	626.00	44.60%	55.40%	20
45	Gunnison County	3,891.00	4,862.00	44.50%	55.50%	21
46	Montrose County	8,946.00	11,192.00	44.40%	55.60%	22
47	Routt County	5,940.00	7,469.00	44.30%	55.70%	23
48	Summit County	6,105.00	7,779.00	44.00%	56.00%	24
49	Rio Blanco County	1,271.00	1,629.00	43.80%	56.20%	25
50	Otero County	3,046.00	3,984.00	43.30%	56.70%	26
51	La Plata County	12,124.00	16,243.00	42.70%	57.30%	27
52	Prowers County	1,739.00	2,360.00	42.40%	57.60%	28
53	Delta County	6,516.00	8,919.00	42.20%	57.80%	29
54	Crowley County	564.00	777.00	42.10%	57.90%	30
55	Logan County	3,397.00	4,674.00	42.10%	57.90%	31
56	Morgan County	4,149.00	5,716.00	42.10%	57.90%	32
57	Yuma County	1,580.00	2,272.00	41.00%	59.00%	33
58	Lincoln County	816.00	1,257.00	39.40%	60.60%	34
59	Washington County	916.00	1,431.00	39.00%	61.00%	35
60	Moffat County	2,038.00	3,196.00	38.90%	61.10%	36
61	Phillips County	736.00	1,161.00	38.80%	61.20%	37
62	Kit Carson County	1,123.00	1,801.00	38.40%	61.60%	38
63	Kiowa County	269.00	450.00	37.40%	62.60%	39
64	Conejos County	1,192.00	2,060.00	36.70%	63.30%	40

Total:	1,228,404.00	1,200,219.00	
Choices	Total Votes	% Votes	Counties
Yes	1,228,404.00	50.60%	24
No	1,200,219.00	49.40%	40

https://www.dailycommercial.com/elections/results/race/2022-11-08-ballot_initiative-CO-7752/

2022 Colorado Proposition 125 - Expand Alcohol Licenses Election Results





November 14, 2024

Dear Montrose City Council and Residents of Montrose,

I am writing you with deep concern as a craft distiller manufacturer. When Proposition 125 passed in the State of Colorado in November 2022, since then, we have felt significant negative impacts to our business, monetized to be 10s of thousands of dollars. Even though it was just wine and fermented malt liquors approved to sell in grocery and convenience stores, as a craft distillery, we count on small business liquor stores to carry our products. Big box stores such as City Market, will not carry small craft industry products since they can purchase heavily discounted items from large, nationwide corporations. Due to this unfair practice, small business liquor stores cannot compete and we've seen hundreds of our vendors having to close their doors across the state. Proposition 125 has not only affected small business liquor stores, but it has trickled all the way down to the craft spirits, beer and wine manufacturers. We've seen many of our fellow craft distilleries as well as breweries close operations because they solely relied on their wholesale to these small business liquor stores. As Colorado touts being the "craft" capital of the United States, Proposition 125 has negatively impacted this industry to where we may never recover. That being said, local governments have the opportunity to change course and help the craft industry and small business liquor stores by NOT approving liquor licenses to grocery stores. Due to these reasons, I strongly urge you to oppose City Market obtaining a liquor license.

Please reach out if you have any questions and I would be more than happy to discuss in further detail. I truly appreciate your time to read my letter.

Kindest Regards,

A handwritten signature in blue ink, appearing to read "Joanna Smith", with a long horizontal flourish extending to the right.

Joanna Smith

Owner

Telluride Distilling Company

Bullet Point Opposition for Council

- Colorado Liquor Law Recent History (Chris)
 - Grand Compromise
 - Proposition 125
 - Elimination of LLDS license on state level
- Unlimited access to alcohol for our community (Dominick)
 - Unsupervised access for minors
 - Marketing techniques, hard mtn dew
 - Store Policies for not stopping or apprehending theft
 - Product placement
- Businesses unable to survive with unfair competition (Sophano)
 - Too many outlets
 - Small business impact: Corks closing article
 - Predatory Pricing, selling below cost
 - Corporate pricing, coupons and deals only offered to markets
- Community Desire (Liz)
 - Responsibility
 - Donations to Non Profits
 - Investing back in our community, supporting other local businesses, accounting, banking, payroll, office supplies
 - Higher Wages
 - Emotional ties to the community

Testimonies for Industry and Community

- Industry:
 - Dave Fishing owner of storm king distilling: Impacts on local distilleries
 - Note letters submitted by Telluride Distilling and Peach Street
 - Lee- La Noeu DeBois Winery
 - Lance Jack Rabbit Hill
- Community:
 - Dave Bowman former mayor and city councilmember: overall negative impact on community.
 - Shawn Carrol: Local business owner, Next Home, importance of local businesses
 - Leah Cole, Miss Clause for a cause..... local non profit

Summary Conclusion (Jason)

Proposition 125 Vote by County

Row Labels	Sum of Votes (Yes)	Sum of Votes (No)	Average of % Votes (Yes)	Average of % Votes (No)
Adams County	86,639	75,053	54%	46%
Alamosa County	2,647	2,971	53%	47%
Arapahoe County	128,498	121,343	51%	49%
Archuleta County	4,305	3,243	57%	43%
Baca County	591	1,062	64%	36%
Bent County	753	1,005	57%	43%
Boulder County	78,149	80,095	51%	49%
Broomfield County	20,810	15,758	57%	43%
Chaffee County	5,518	5,905	48%	52%
Cheyenne County	350	540	61%	39%
Clear Creek County	2,699	2,343	54%	47%
Conejos County	1,192	2,060	37%	63%
Costilla County	753	704	52%	48%
Crowley County	564	777	42%	58%
Custer County	1,700	1,543	52%	48%
Delta County	6,516	8,919	42%	58%
Denver County	151,382	124,096	55%	45%
Dolores County	558	674	45%	55%
Douglas County	100,152	83,834	54%	46%
Eagle County	9,532	11,767	45%	55%
El Paso County	146,207	130,521	53%	47%
Elbert County	7,583	8,295	48%	52%
Fremont County	8,700	10,776	45%	55%
Garfield County	10,676	12,915	55%	45%
Gilpin County	1,789	1,513	54%	46%
Grand County	3,590	4,083	47%	53%
Gunnison County	3,891	4,862	45%	56%
Hinsdale County	257	233	52%	48%
Huerfano County	1,874	1,832	51%	49%
Jackson County	300	364	45%	55%
Jefferson County	144,711	146,144	50%	50%
Kiowa County	269	450	37%	63%

Kit Carson County	1,123	1,801	38%	62%
La Plata County	12,124	16,243	43%	57%
Lake County	1,401	1,495	48%	52%
Larimer County	82,752	89,956	48%	52%
Las Animas County	3,098	3,238	49%	51%
Lincoln County	816	1,257	39%	61%
Logan County	3,397	4,674	42%	58%
Mesa County	33,443	37,811	47%	53%
Mineral County	312	364	46%	54%
Moffat County	2,038	3,196	39%	61%
Montezuma County	5,761	6,294	48%	52%
Montrose County	8,946	11,192	44%	56%
Morgan County	4,149	5,716	42%	58%
Otero County	3,046	3,984	43%	57%
Ouray County	1,779	1,637	52%	48%
Park County	4,827	4,981	49%	51%
Phillips County	736	1,161	39%	61%
Pitkin County	4,309	4,710	48%	52%
Prowers County	1,739	2,360	42%	58%
Pueblo County	31,042	34,145	48%	52%
Rio Blanco County	1,271	1,629	44%	56%
Rio Grande County	2,284	2,497	48%	52%
Routt County	5,940	7,469	44%	56%
Saguache County	1,244	1,361	48%	52%
San Juan County	259	252	51%	49%
San Miguel County	2,315	1,558	60%	40%
Sedgwick County	504	626	45%	55%
Summit County	6,105	7,779	44%	56%
Teller County	6,929	6,215	53%	47%
Washington County	916	1,431	39%	61%
Weld County	59,064	65,235	48%	53%
Yuma County	1,580	2,272	41%	59%
Grand Total	1,228,404	1,200,219	48%	52%
	50.58%	49.42%		

Ballot results for Proposition 125

Blue: Yes.....1,228, 404 50.6%

Green: No.....1,200,219 49.4%

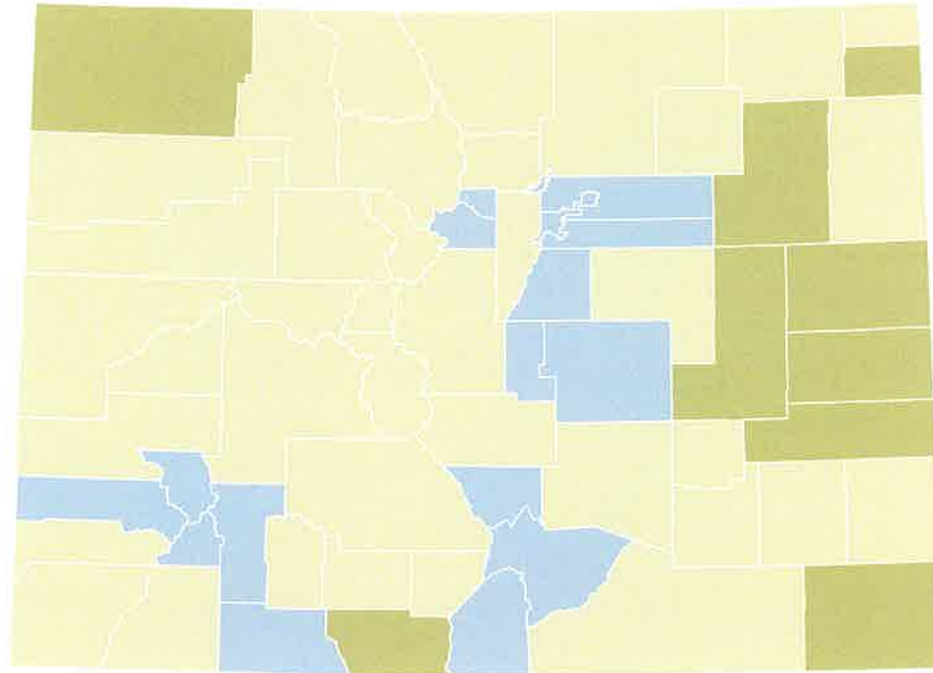








Photo in November
28, 2024 at City
Market 128 S
Townsend Ave,



Select Deals

Case Deals**Case Deals**

Some deals may have quantity or purchase limitations. Split case fees may apply in cart.

Buy 1.00CSE Mix and Match get \$62.56 disc per CSE #9004297 | Deal #0080674842

Est. BTL Price: **\$15.74** ~~\$26.17~~

CSE Price: **\$94.44** ~~\$157.00~~

Qty: 1

Choose products

Buy 25CSE Mix and Match get \$67.00 disc per CSE #9004297 | Deal #0080676818

Est. BTL Price: **\$15.00** ~~\$26.17~~

CSE Price: **\$90.00** ~~\$157.00~~

Qty: 25

Choose products

Buy 50CSE Mix and Match get \$71.50 disc per CSE #9004297 | Deal #0080770811

Est. BTL Price: **\$14.25** ~~\$26.17~~

CSE Price: **\$85.50** ~~\$157.00~~

Qty: 50

Choose products

Cost (with the biggest deal): 14.25

Retail after (20% OFF): \$13.59

Below Cost: \$0.66

**Violation with the Code of Colorado Regulations
1 CCR 203-2.**

**Regulation 47-321 Bona Fide Loyalty or Rewards
Programs - Discontinued Sales - Close-Out Sales.**

Photo in November
28, 2024 at City
Market 128 S
Townsend Ave,



RNDC

REPUBLIC NATIONAL DISTRIBUTING COMPANY, LLC

INVOICE

7630529



REPUBLIC NATIONAL DISTRIBUTING COMPANY, LLC

REMIT TO:
8000 Southpark Terrace
Littleton CO 80120
303-734-2400

STATE BEER LIC NO: CO - P - 2723
STATE IMPORT LIC NO: CO - I - 244
STATE WINE LIC NO: CO - 11115

SOLD TO
POUR HOUSE WINE & SPIRITS
10 BRITTON DRIVE
MONTROSE CO 81403
970229463

RTOP #: 7
ROUTE #: 408
SHIPMENT #: 181261
DIN. SALES #: 68618
VENDOR ID #: 68618
DELIVERED BY: Brian Turner

ACCOUNT #	CUSTOMER PO #	ORDER #	INVOICE DATE	DUE DATE
46999			11/7/2024	12/7/24

PERMIT / LICENSE #	PERMIT TYPE	EXPIRATION	TERMS
0312586	N/A	12/11/28	NET 30 DAYS

INSTRUCTION: Picking Error

QTY	ITEM	LIST PRICE	DISC/DEAL	UNIT COST	NET BTL COST	NET PRICE
0 / 0	BIRD DOG BLKBRY WHSKY 6PK W/SS SHOT GLS ITEM#:77893 PACK:6 S:750M UPC:812459010222	0.00	0.00	0.00	0.00	0.00
1 / 0	BIRD DOG BLKBRY WHSKY W/50ML 8'MORES & HOT ITEM#:383650 PACK:6 S:750M UPC:812459010222	112.00	23.15	88.85	14.81	88.85
1 / 0	BIRD DOG PCH WHSKY 6PK W/ 8M&HC ITEM#:385656 PACK:6 S:750M UPC:812459010659	112.00	23.15	88.85	14.81	88.85
1 / 0	BIRD DOG STRBRY WHSKY 6PK ITEM#:229023 PACK:6 S:750M UPC:812459013865	112.00	23.15	88.85	14.81	88.85
2 / 0	BOTA BOX BREEZE CALIF P GRIGIO 3PK BIB ITEM#:143986 PACK:3 S:3L UPC:082242016780	61.00	35.04	43.48	14.49	86.96
5 / 0	BOTA BOX CAB 3PK BIB ITEM#:247106 PACK:3 S:3L UPC:082242010450	61.00	105.12	43.48	14.49	260.88
5 / 0	BOTA BOX CALIF CHARD 3PK BIB ITEM#:247661 PACK:3 S:3L UPC:082242011051	61.00	87.60	43.48	14.49	217.40
12 / 0	BOTA BOX CALIF P GRIGIO 3PK BIB ITEM#:247000 PACK:3 S:3L UPC:082242013253	61.00	210.24	43.48	14.49	521.76
1 / 0	BOTA BOX CALIF REDVOLUTION RED 3PK BIB ITEM#:247675 PACK:3 S:3L UPC:082242016056	61.00	17.52	43.48	14.49	43.48
7 / 0	BOTA BOX NGTH GLD VIBR SAUV BL 3PK BIB ITEM#:88279 PACK:3 S:3L UPC:082242016049	61.00	122.64	43.48	14.49	304.36
4 / 0	BOTA BOX NGTHK BLK BBN BRL	61.00	70.08	43.48	14.49	173.92

Cost (with the biggest deal): 14.49

Retail (with discount): \$13.99

Below Cost: \$0.50

Violation with the Code of
Colorado Regulations
1 CCR 203-2.

Regulation 47-321 Bona Fide
Loyalty or Rewards Programs -
Discontinued Sales - Close-Out
Sales.

With loyalty card...

[illegible]

EDLP		Summit	
*Minimum orders on display days indicated by asterisk			
Price	12/10/01	12/10/01	12/10/01
	12/10/01	12/10/01	12/10/01
DOMESTIC			
COGNAC/VSQ/COGNAC FINE			
1 Year Single 1500 B&B Case	\$117.00	\$ -	\$117.00
Triple 300	\$384.00	\$ -	\$384.00
2 Year Single 1500 B&B Case	\$240.00	\$ -	\$240.00
Triple 300	\$727.20	\$ -	\$727.20
4 Year Single 1500 B&B Case	\$156.00	\$ -	\$156.00
Triple 300	\$468.00	\$ -	\$468.00
10 Year Single 1500 B&B Case	\$110.00	\$ -	\$110.00
Triple 300	\$330.00	\$ -	\$330.00
15 Year Single 1500 B&B Case	\$81.00	\$ -	\$81.00
Triple 300	\$243.00	\$ -	\$243.00
20 Year Single 1500 B&B Case	\$67.50	\$ -	\$67.50
Triple 300	\$202.50	\$ -	\$202.50
25 Year Single 1500 B&B Case	\$54.00	\$ -	\$54.00
Triple 300	\$162.00	\$ -	\$162.00
30 Year Single 1500 B&B Case	\$45.00	\$ -	\$45.00
Triple 300	\$135.00	\$ -	\$135.00
35 Year Single 1500 B&B Case	\$36.00	\$ -	\$36.00
Triple 300	\$108.00	\$ -	\$108.00
40 Year Single 1500 B&B Case	\$27.00	\$ -	\$27.00
Triple 300	\$81.00	\$ -	\$81.00
45 Year Single 1500 B&B Case	\$18.00	\$ -	\$18.00
Triple 300	\$54.00	\$ -	\$54.00
50 Year Single 1500 B&B Case	\$9.00	\$ -	\$9.00
Triple 300	\$27.00	\$ -	\$27.00
55 Year Single 1500 B&B Case	\$4.50	\$ -	\$4.50
Triple 300	\$13.50	\$ -	\$13.50
60 Year Single 1500 B&B Case	\$2.25	\$ -	\$2.25
Triple 300	\$6.75	\$ -	\$6.75
65 Year Single 1500 B&B Case	\$1.12	\$ -	\$1.12
Triple 300	\$3.36	\$ -	\$3.36
70 Year Single 1500 B&B Case	\$0.56	\$ -	\$0.56
Triple 300	\$1.68	\$ -	\$1.68
75 Year Single 1500 B&B Case	\$0.28	\$ -	\$0.28
Triple 300	\$0.84	\$ -	\$0.84
80 Year Single 1500 B&B Case	\$0.14	\$ -	\$0.14
Triple 300	\$0.42	\$ -	\$0.42
85 Year Single 1500 B&B Case	\$0.07	\$ -	\$0.07
Triple 300	\$0.21	\$ -	\$0.21
90 Year Single 1500 B&B Case	\$0.03	\$ -	\$0.03
Triple 300	\$0.09	\$ -	\$0.09
95 Year Single 1500 B&B Case	\$0.01	\$ -	\$0.01
Triple 300	\$0.03	\$ -	\$0.03
100 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
105 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
110 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
115 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
120 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
125 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
130 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
135 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
140 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
145 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
150 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
155 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
160 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
165 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
170 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
175 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
180 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
185 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
190 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
195 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
200 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
205 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
210 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
215 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
220 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
225 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
230 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
235 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
240 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
245 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
250 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
255 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
260 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
265 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
270 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
275 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
280 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
285 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
290 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
295 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
300 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
305 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
310 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
315 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
320 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
325 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
330 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
335 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
340 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
345 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
350 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
355 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
360 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
365 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
370 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
375 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
380 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
385 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
390 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
395 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
400 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
405 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
410 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
415 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
420 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
425 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
430 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
435 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
440 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
445 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
450 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
455 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
460 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
465 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
470 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
475 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
480 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
485 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
490 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
495 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
500 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
505 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
510 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
515 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
520 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
525 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
530 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
535 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
540 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
545 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
550 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
555 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
560 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
565 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
570 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
575 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
580 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
585 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
590 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
595 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
600 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
605 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
610 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
615 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
620 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
625 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
630 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
635 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
640 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
645 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
650 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
655 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
660 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
665 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
670 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
675 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
680 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
685 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
690 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
695 Year Single 1500 B&B Case	\$0.00	\$ -	\$0.00
Triple 300	\$0.00	\$ -	\$0.00
700 Year Single 1500 B&			

With coupons...

BOTTLES & BREWS



\$13.49
/EA

**La Bière Passionnée de
Buffalo Choronmay**



\$16.99
/EA

Budweiser
12 Pack 330 ml



\$16.99
/EA

Busch Beer
12 Pack 330 ml



\$18.99
/EA

Franzia
12 Pack 330 ml



\$12.99
/EA

Spangheri
12 Pack 330 ml



\$7.99
/EA

Drouin
12 Pack 330 ml



\$13.49
/EA

Cuvée 100
12 Pack 330 ml

[illegible]



Hello
NEIGHBOR

Michelle Whippert
BROKER/OWNER

On August 17th, a new set of rules governing how most real estate professionals do business in the US officially took effect – and the changes will change how Americans buy and sell homes.

let's chat



The Real Estate Store

Personal, Professional and Knowledgeable Property Brokers Serving Montrose and the Surrounding Area.



<https://www.montrosebusinesstimes.com/2024/08/08/corks-wine-spirits-going-business/>



Corks Fine Wine and Spirits at 16420 S. Townsend is closing. The store deals mostly in wine, and in 2023, City Market, located next door, was given license to sell wine also. (Justin Tubbs | MBT)

BUSINESS, FOOD & BEVERAGE, NEWS, RETAIL

Justin Tubbs Montrose Business Times on August 8, 2024

Corks Wine and Spirits going out of business

Corks Fine Wine and Spirits is closing permanently, as confirmed by the store's manager Jim Trujillo on Wednesday.

Trujillo said the store has faced stiff competition since grocery stores in Colorado have been allowed to sell wine.

A law passed by Colorado voters in 2022 and enacted in 2023 allowed anyone with a license to sell beer to sell wine.



Corks Fine Wines & Spirits

4h

Hello Colorado friends!

It is with a heavy heart that we have decided to close Corks Fine Wines and Spirits! 26 years of business and we will miss you all.

Currently all wines is 30% off. Bar supplies are 50%. Come in now and get the best selection!



1

2 shares

(Facebook screenshot)

Grocery stores that were already selling beer, like the City Market in Montrose, located next door to Corks, began selling wine at that time.

"We just can't compete with them next door," Trujillo said.

The store is liquidating, and all wines are 30% off, Trujillo said.







CITY OF MONTROSE
Community Development

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: December 17, 2024
RE: Land Use Code Update

ATTACHMENTS

- Exhibit A: REDO District Expanded Boundary Map
- Exhibit B: Project Summary Slides
- Exhibit C: Consolidated Redlined Chapters in Title 11 (Chapters 4, 5, 7, 8, 10, 11, 12, 13, 14, and 15) – Link as follows: <https://tinyurl.com/22cch598>
- Exhibit D: Consolidated Clean Chapters in Title 11 (Chapters 4, 5, 7, 8, 10, 11, 12, 13, 14, and 15) – Link as follows: <https://tinyurl.com/bpapt5ps>

Project Background:

In 2019, the City of Montrose initiated the process of revising the 2008 Comprehensive Plan. This process involved extensive community outreach and participation, and developed a new vision, guiding principles, goals, and objectives to address community issues. This plan, known as the Envision 2040 Montrose Comprehensive Plan, was adopted by City Council in June of 2021, and has an entire chapter dedicated to Land Use and Growth, as well as an entire chapter specific to Housing and Neighborhoods. One of the primary goals of the Envision 2040 Plan is to encourage a variety of housing types, tenure, and density to meet the needs of the community.

Following the adoption of the Envision 2040 Plan, the City applied for and received an Innovative Housing Planning (IHOP) grant through the Colorado Department of Local Affairs (DOLA) in the Spring of 2022. This grant specifically focuses on the implementation of affordable housing strategies such as expedited development review, accessory dwelling unit (ADU) uses by right, and the accommodation of “missing-middle” housing in more locations/zone districts.

To better understand the housing needs of the entire Montrose community, the City of Montrose, in partnership with Points Consulting, completed the City of Montrose Housing Needs Assessment in the summer of 2023, with the use of the IHOP grant funds mentioned above. The purpose of the assessment was to evaluate current housing conditions and needs, make projections of future housing needs, and provide recommendations for policies, practices, and regulatory changes that can be implemented to address gaps between housing needs and supply.

Since the completion of the Housing Needs Assessment, City staff have been working with Plan Tools, LLC on a Land Development Code update with emphasis focused on housing initiatives based on those

recommendations from the assessment, as well as those recommendations and goals outlined in the Envision 2040 Plan. In addition to housing related items, there are various changes being proposed to multiple chapters of the code for modernization, clarity, and uniformity.

Since October of 2023, there have been five City Council work sessions (held on October 11, 2023, February 5, 2024, September 10, 2024, October 15, 2024, and November 18, 2024) along with two public open houses (held on April 24, 2024 and November 4, 2024). The input from all these meetings helped guide the code update process, which includes revisions to 12 chapters within Title 11. Two chapters (Chapter 3 and 6) simply have revisions based on deleted definitions, and are reflected in the Ordinance. No substantive changes were made to those chapters. The 10 chapters that did have substantive changes are listed below.

- Chapter 4 – Development Review Procedures
- Chapter 5 – Subdivision Regulations
- Chapter 7 – Zoning Regulations
- Chapter 8 – Site Development Standards
- Chapter 10 - Signs
- Chapter 11 – Supplementary Uses
- Chapter 12 – Adult Businesses
- Chapter 13 – Mobile Homes and Travel Homes
- Chapter 14 – Wireless Communications
- Chapter 15 – Definitions

The full consolidated redlines for the chapters listed above is referred to as Exhibit C and found at the following link: <https://tinyurl.com/22cch598>. The full consolidated clean code chapters listed above is referred to as Exhibit D and found at the following link: <https://tinyurl.com/bpapt5ps>. Summarized below are a majority of the substantive changes made to each of the chapters indicated above. These summaries are not exhaustive, as several redlines are simply made for clarity, modernization, and elimination of redundancy.

Chapter 4 – Development Review Procedures

Chapter 4 of Title 11 is specific to review procedures for certain application types, as well as public notice requirements. There are not many substantive changes proposed in this chapter, but a summary of those is outlined below.

- A subsection is being proposed to Section 11-4-2 (Review Process) that specifically pertains to the expedited review of affordable housing developments. As part of Proposition 123 requirements, a fast-track review process for affordable housing is required by 2027. While it can be argued that Montrose already has an expedited review process for housing developments, we are proposing a subsection in the code that clearly articulates that affordable housing developments will be processed and decided upon within 90 days that the application is deemed to satisfy a completeness review.
- Changes are proposed specific to Table 4.1, which is the Review Procedures Chart. These changes are to clarify new naming conventions, and also to include newly created processes

including a Minor Site Plan review process for smaller development projects (such as accessory dwelling units) that would otherwise be required to go through a Major Site Development Review (further discussed in Chapter 8). In addition, we have incorporated Tiny Home Community permits in this table (further discussed in Chapter 13) which would follow the same review and hearing process as Manufactured Home Parks.

- A change is being proposed for the public notification period, reducing the requirement from 15 days to 14 days. Due to the current printing schedule of the Montrose Press (currently only prints on Saturdays and Wednesdays), City staff is actually required to get the published notice to the Montrose Press 20 days in advance of a public meeting so it can be published to meet the current 15-day notification requirement per code. By reducing the notification period to 14 days, this results in City staff getting the published notice to the Montrose Press 15 days in advance, saving five days (this being due to the fact that Planning Commission meetings are held on Wednesday nights). This could help in expediting the scheduling and review process for those applications that require hearings. To maintain consistency, we revised notice from 15 days to 14 days for all notice types.

Chapter 5 – Subdivision Regulations

Chapter 5 of Title 11 is specific to subdivision regulations. While there are several edits to this chapter, most of them are to clarify and clearly articulate the subdivision process. There are no major policy changes proposed in this chapter, but instead there are proposed revisions to reflect current practices and provide clarity and consistency about the subdivision process. Revisions are summarized below.

- Clarity about minor subdivisions and what infrastructure and utilities are needed for newly created lots.
- Requirements specific to public and private improvements necessary to serve subdivisions, and when they have to be constructed, how they are secured, and what needs to happen prior to any lot sales or building permit issuance.
- Clarity specific to fees in lieu of land dedication for public parks. While current practice regarding land dedication has been relatively consistent over the years, the code as currently worded creates some ambiguity in regard to who decides when land is dedicated versus when fees in lieu of dedication are to be paid. The City already has a vast amount of public park space, and the code language as proposed has been reworded to reflect that the City Manager will make the determination when land dedication is appropriate versus a fee in lieu of dedication. This will help us better control our existing park assets while also being able to put the fees in lieu of land dedication towards existing City-owned parks that are not built out or are underbuilt. This is not a policy change, as this has been past practice for several years. No new fees are being proposed and the code language is just being updated to better clarify this practice.
- Similar to fees in lieu of parks, the language specific to fees in lieu of school land dedication has been updated. Many subdivisions seen in Montrose are small and would not be able to dedicate the land appropriate for a school site. The new language clarifies that staff will coordinate with the School District as subdivision development occurs to determine if fee in lieu of land dedication is the appropriate route or if land dedication for school siting is more appropriate. This is not a policy change, as this has been past practice for several years. No new fees are being proposed and the code language is just being updated to better clarify this practice.

Chapter 7 – Zoning Regulations

Chapter 7 of Title 11 is specific to zoning regulations, which include the types of uses and allowable uses in each zone district, dimensional standards for zone districts, planned development standards, specific overlay standards (including the REDO District), and specifics regarding rezoning and variance processes. This chapter is one of the longest in Title 11, and the proposed amendments make it one of the most revised chapters in this Phase 2 Code Update project, as there are many housing related items. Notable and substantive changes are outlined below.

- Subsection 11-7-5 includes proposed revisions related to the zone district descriptions to specifically add new housing types that have proposed with the code update. The Low-Density District (R-2) now references duplex dwellings, which are proposed to be an allowed use in that zone district moving forward. In addition, single-household attached (townhomes), triplexes, and fourplexes are now being referenced in the middle and higher density zones (R-3, R-3A, and R-4).
- Section 11-7-6 (E) includes proposed additions related to temporary uses. While additions may look substantial, this is a change being made to modernize our code and bring it in line with standard practice today regarding temporary uses. Our current code specific to temporary uses is vague and very limited.
- Section 11-7-6 (G) & (H) reflect tables specific to uses allowed in each zone district. The most substantive change to these tables are the housing specific uses that have been added, as reflected in the grid below. In addition, City staff and the consultant team looked at all uses within the table to clarify certain uses, eliminate uses that could be consolidated with other existing uses, and add new uses that were not in the chart. The revisions will eliminate any ambiguity for the public as to what uses are allowed in what zone districts.

RESIDENTIAL USES										
Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Accessory Dwelling Unit (See Sec. 11-11-5)	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Dwelling, Duplex				<u>P</u>	P	P	P	P	P	
Dwelling, Fourplex					<u>C</u>	<u>P</u>	<u>P</u>		<u>C</u>	
Dwelling, Multi-household					C	P	P		C	
Dwelling, Single-Household Attached					<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	
Dwelling, Single-Household Detached	P	P	P	P	P	P	<u>PC</u>	P	P	P
Dwelling, Tiny Home									<u>P</u>	<u>P</u>
Tiny Home Community										<u>P</u>
Dwelling, Triplex					<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	

- Section 11-7-7 (A) is a table is specific to dimensional requirements primarily specific to residential uses. With the addition of new residential uses such as single-household attached (townhomes), triplexes, fourplexes, and tiny homes, City staff and the consultant team have worked to define clear density and dimensional standards for these new residential uses. One noteworthy thing to mention is that we have not drastically changed from how they exist today.

Instead, we are proposing to accommodate more types of housing to be built, which will provide for greater diversity of housing in Montrose. Some additional changes are bulleted below.

- Increase maximum height from 35 feet to 40 feet in the R-3A and R-4 zone districts to accommodate different roof styles in three-story structures.
- Increase density allowance in the R-4 zone district from 19 units/acre to 24 units/acre which is closer to the standard practice for high density districts of other jurisdictions.
- Reduce rear yard setbacks to 20 feet in R-3 district and 15 feet in R-3A and R-4 (current standards are 25 feet for all three zone districts, which is actually larger than lower density zone districts).
- Add a column to reflect maximum density per acre. There has been confusion from developers and the public in the past about what the true density can be for development. With this added column, density standards are clearly laid out for each residential use type in each zone district.
- Additions made to Section 11-7-7(C) clarifying accessory structure setbacks and other dimensional requirements such as garage setbacks.
- Deletion of Section 11-7-7(D) is being proposed, which is specific to architectural standards for manufactured housing. Manufactured housing is now better specified in Chapter 13 and Chapter 15, and the existing standards reflected specific to roof pitch, exterior materials, and size appear to be overly restrictive especially given the advances in manufactured home construction over the last decade.
- Additions and refinements to Section 11-7-9 (REDO – Redevelopment Overlay Zoning District) are being proposed specific to REDO District standards, as summarized in the bulleted list below.
 - Minimum lot sizes allowed in the REDO District would remain unchanged at 2,075 square feet, but ADUs would be allowed on lots of 3,125 square feet or greater. Notably, ADUs are currently only allowed on lots greater than 6,250 square feet. While 6,250 square feet is the standard lot size of the original town plat, there are many exceptions to this where there are narrowed block lengths and depths. As such, a reduction would allow for more ADUs on parcels that don't currently meet that size.
 - While five-foot setbacks are required in the REDO District for primary structures, ADUs are allowed to have zero-foot side and rear yard setbacks. This has created problems for encroachments into alleys and can create Building Code compliance issues. As such, City staff is proposing the requirement of five-foot side and rear yard setbacks for ADUs, which is similar to the requirements for primary structures.
 - Allowance of the subdivision of ADUs if they meet minimum lot size and setback standards and are connected to their own water and sewer taps.
 - Expanded REDO District Boundary Map (reflected as Exhibit A) which will incentivize ADUs close to the downtown core and in areas best served by existing infrastructure.

Chapter 8 – Site Development Standards

Chapter 8 of Title 11 relates to site development standards for new development. This includes requirements such as off-street parking, drainage, landscaping, fencing, and supplemental standards for properties in the Highway Corridor and Large Retail developments. Notable and substantive changes are outlined below.

- Currently, most developments aside from single-family residences, farms and ranches, minor building additions, and airport facilities require an extensive Site Development review. There is no separation between major or minor projects, and as such, even small projects must go through the review and supply documentation that may be rigorous or unnecessary. As such, we have proposed a Major Site Development review and a Minor Site Development review to reflect that not all Site Developments should be treated the same, and a simpler review process is warranted for smaller scale projects (which would include ADUs). This new process gives the City Manager more discretion on what does or does not need to be provided for minor applications (such as landscape plans, lighting plans, etc.).
- Table 8.1 in Chapter 8 (Parking Standards Table) has been updated with additional uses based on changes to the Use Tables in Chapter 7. No major modifications have been made to required parking spaces, but some new uses are now reflected in Table 8.1 that were previously not defined.
- Some updates were made to Section 11-8-4 (Landscaping) for clarity and consistency. In addition, a statement was added about the prohibition of planting nonfunctional turf within a site development. This is spurred on by the passage of SB24-005, which mandates more water-wise planting starting in 2026. Future updates to the Section 11-8-4 are likely, but given changing legislation, we did not make major changes to this section for the purposes of this code update.
- Section 11-8-10 was added specific to wildland fire mitigation. In areas that the fire protection district deems a wildland fire danger, they will now have the right to request a professionally prepared wildfire mitigation plan for Site Development applications. While not likely a major issue in the Montrose City limits, this is commonplace code language among many jurisdictions, and this addition helps in our code modernization efforts.
- Section 11-8-11 was added specific to clarify measurements regarding height, setbacks, and density. In addition, Table 8.2 was added to reflect permitted exceptions to certain structures or features such as porches, patios, and decks. In the past, residents have had to seek a setback variance for these types of encroachments, which requires a hearing in front of the Planning Commission. The code additions provide some flexibility to certain structures or elements without the necessity of a formal variance.

Chapter 10 – Signs

Chapter 10 of Title 11 is specific to signage within the City limits. There are limited redlines for this chapter, but those proposed are summarized below.

- There is language proposed as part of 11-10-4(F) related to variances. This new language allows an administrative variance process in certain instances for number of signs, and expansion of height, sign area and setbacks required for signage. The City Manager may impose conditions deemed necessary to meet the intent of the code. Currently, if an applicant were seeking a variance to the sign code, they have to go through a laborious hearing process through the Planning Commission. This would allow for variances to be handled administratively in a more expedited manner while still making sure the intent of the code is being met.
- We have proposed to eliminate the references to primary and secondary signs, as they are ill defined and have no functional difference from one another. In Table 10.1, we are now indicating the maximum number of signs but not categorizing them as primary or secondary to eliminate any confusion that currently exists.

- Lastly, in the OR zone district, we have standardized the total sign square footage to be 32 square feet regardless of the building size. The current code reads that buildings under 2,000 square feet can only have six square feet of signage, whereas buildings over 2,000 square feet could have up to 32 square feet of signage. This provision seems to negatively affect smaller commercial buildings in the OR zone district, so we are proposing to change it to 32 square feet regardless of building size to eliminate this issue.

Chapter 11 – Supplementary Uses

Chapter 11 of Title 11 is related to use specific standards for certain uses. In this chapter we have proposed specific standards related to accessory dwelling units (ADUs). Some of this language was previously in Chapter 7 but is better situated in this chapter for clarity and consistency. Much of this information was discussed on the February 2024 City Council Work Session and revisited in the October 2024 City Council Work Session, but a summary of the use specific standards for ADUs is below.

- An ADU may be attached to a primary dwelling unit, located in a detached unit or located in an attached or detached garage. Only one ADU is permitted on each lot or parcel.
- ADUs must be between 200 square feet and 1,000 square feet.
- An ADU may be a tiny home, modular home, or other form of construction in compliance with the City's building codes. Mobile and manufactured homes shall not be used as an ADU.
- One off-street parking space shall be required for an ADU in all zone districts except for the B-1 zone. The parking space shall be gravel or hard surface and alleys are not to be used as parking.
- To the extent that standards for ADUs in the REDO District (Section 11-7-9) conflict with Chapter 11, those REDO standards control. This means that ADUs within the REDO District would have no minimum or maximum size threshold, and ADUs may be separately conveyed from the primary dwelling unit, should they meet other lot dimension standards and have utilities separated appropriately.
- An ADU may not be licensed as a short-term rental after January 1, 2025, but renewals of existing short term rental licenses will be allowed. In summary, any ADUs that have an active short-term rental license before January 1, 2025, can remain a short-term rental as long as they maintain and renew their license. If the license lapses, that ADU will no longer be allowed as a short-term rental. In addition, new ADUs approved after January 1, 2025 will not be allowed to obtain a short term rental license.

In addition to the revisions above, additional language has been added to Chapter 11 specific to solar energy systems and solar farms, which were previously not well defined.

Chapter 12 – Adult Businesses

Chapter 12 of Title 11 is specific to Adult Businesses. There was only one change proposed within this chapter, which is the prohibition of Adult Gaming Arcades. There are no longer any Adult Gaming Arcades that exist in Montrose, as the last facility in operation closed earlier in the year. As such, code language was added and existing code language was modified to reflect that owning, leasing, or operating a new Adult Gaming Arcade establishment is considered a nuisance under Section 6-4-1 of the Montrose Municipal Code.

Chapter 13 – Manufactured Housing, Travel Homes and Tiny Homes

Chapter 13 of Title 11 is specific to mobile, manufactured and travel homes. Much of the text in this

chapter was adopted in 1979 and has been updated very little since that time. This chapter has been completed reworked for modernization, and many redundancies were removed. Highlights of the proposed changes are outlined below.

- The proposed code revisions make clear that existing mobile homes are legal, non-conforming uses in the City, but no new mobile homes are to be permitted. Mobile homes refer to homes typically constructed in a factory prior to 1976 that do not comply with the National Manufactured Homes Construction Safety and Standards Act. This is not a change from our existing code, but just clarifying existing code language and policies.
- Modifications to manufactured home park designs are being proposed specific to lot size and density requirements. Currently, the requirement for manufactured home park lots is 6,250 square feet, which equates to the same minimum lot size as the R-3 zone district. Manufactured home parks, by nature, are meant to be more dense than standard subdivisions, but less dense than higher density apartment developments. As such, the proposal is to reduce the minimum lot size to 3,000 square feet per home, with a maximum density of no more than 10 dwelling units per acre. This allows for more flexibility in design, as well as a slight increase in density.
- Tiny Homes and Tiny Home Communities are a new proposal for this Chapter. The state of Colorado has recently implemented tiny home standards that are similar to modular housing standards from a construction standpoint. Many of the tiny homes that have been built over the last several years are referred to as “park models” and are treated more as recreational vehicles, as they are not constructed to any building code standards and not meant for long-term occupancy. However, the State has now set up a path for tiny home construction in which the units can be utilized as permanent, long-term housing. As such, we are proposing the implementation of design standards for tiny home communities, which mimic our proposed design standards for manufactured home park communities, while allowing a slightly higher density allowance of up to 16 units per acre (due to tiny home unit sizes typically being much smaller than standard manufactured homes).
- For existing manufactured home parks in the Montrose community that are currently non-conforming, we have proposed a better variance process that can be granted when parks are being improved, bringing them closer to conformity. As the code stands today, all the standard variance criteria need to be satisfied with no exceptions to existing non conformities. Knowing that it is simply not possible to bring most existing manufactured home parks into full compliance with the code, this allows those existing parks a path towards a manufactured home park permit with a bit more flexibility than currently exists.

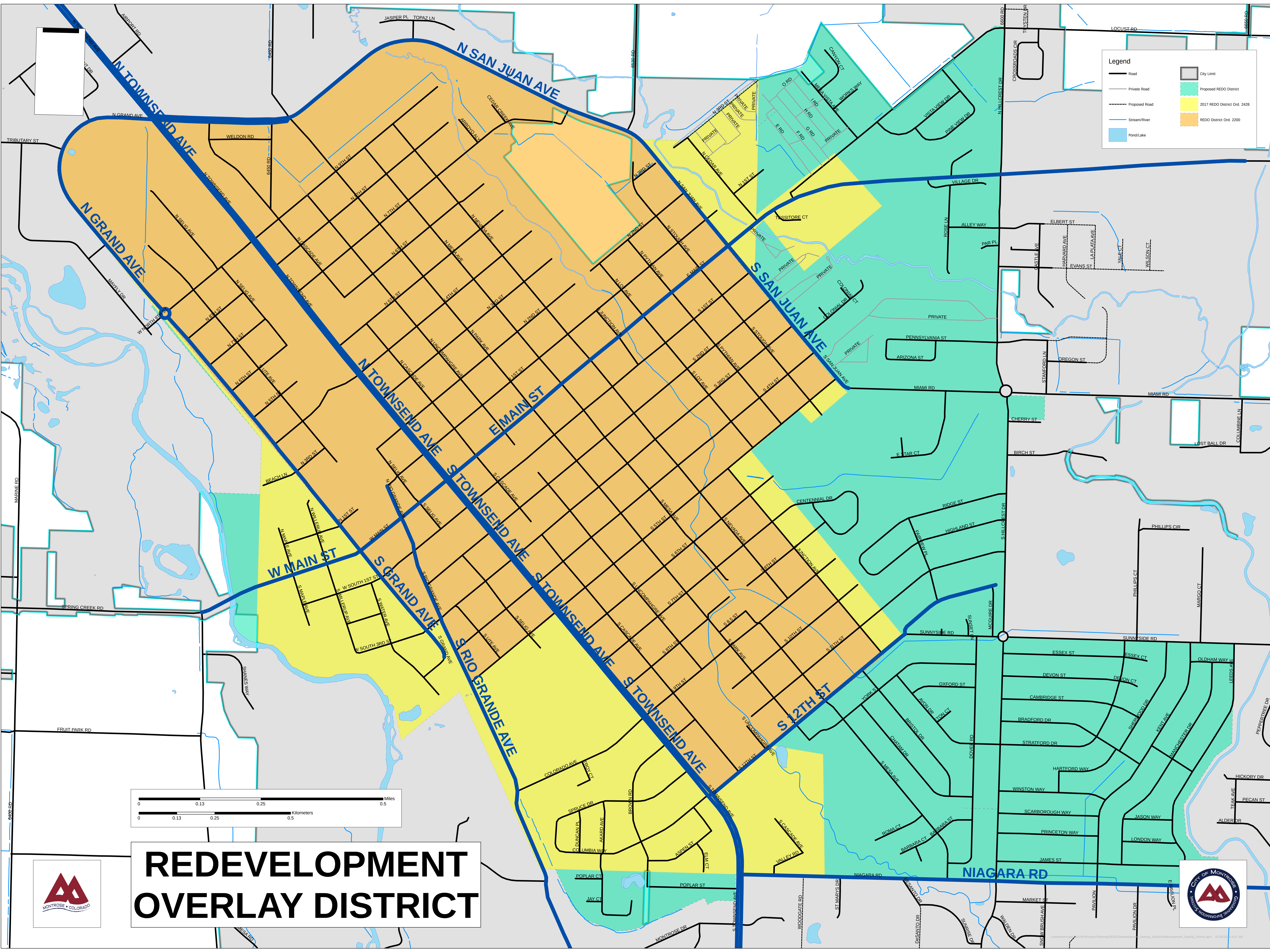
Chapter 14 – Wireless Communications

Chapter 14 of Title 11 is specific to Wireless Communication. There is only one change made to this chapter, and it is specific to City owned SCADA (supervisory control and data acquisition) communication facilities and instrumentation. This proposal is being added to clarify that City owned systems do not apply to the provisions of Chapter 14.

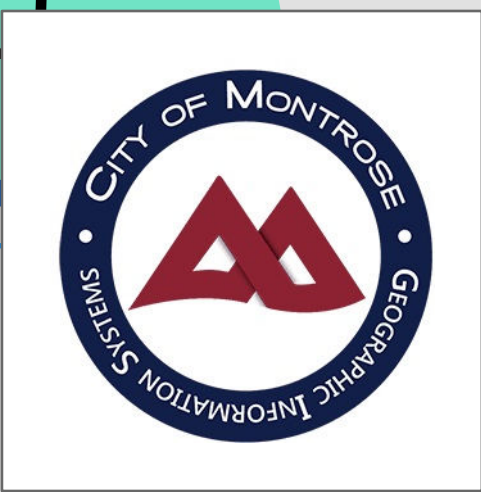
Chapter 15 – Definitions

Chapter 15 is specific to definitions for all chapters in Title 11. Because new definitions and revisions to existing definitions are all outlined in Chapter 15 of Exhibit B, I have not listed or summarized them below. However, some notable additions include definitions for affordable housing, accessory dwelling unit (ADU), single-household attached dwelling (townhome), triplex and fourplex, tiny home, as well as other housing and non-housing related uses. The addition of these definitions helps bring clarity to the

code. Without definitions, certain uses and terminology can be interpreted differently. In addition to the added definitions and revisions to existing definitions for clarity, this chapter has been reformatted for the purpose of having definitions reflected alphabetically. Definitions are currently split up based on the chapters they are located in, which requires a lot of cross referencing when searching for definitions. The reformatting should make finding and searching for definitions much easier.



REDEVELOPMENT OVERLAY DISTRICT



ABOUT THE PROJECT

WELCOME! | Please view the exhibits and provide your comments!

The City of Montrose is updating its land development regulations. All land use regulations (zoning, subdivision, signs, and other related development code provisions) are organized and consolidated into one “unified” development code, termed the City of Montrose Land Development Regulations.

Project Schedule

NOV 2023 - FEB 2024

Start Phase 2A code update that focuses on housing topics and prioritizes amendments previously discussed with City Council and from the Housing Needs Assessment
Host City Council Work Session to present project phasing, timeline, and prioritized amendments

MAR - APR 2024

Hold 1st public engagement meeting for Phase 2A updates
Host a staff/consultant retreat to review Phase 2A status

MAY - SEP 2024

Begin Phase 2B code update that focuses on amendments associated with implementation of the Envision 2040 Comprehensive Plan and other City land development priorities

SEP 2024

Host City Council Work Session to discuss status of proposed amendments
Host staff/consultant retreat to review Phase 2 status and scope refinements

OCT - NOV 2024

Hold 2nd public engagement meeting for Phase 2A and 2B updates
Host staff/consultant retreat to review Phase 2 status and remaining project timeline
Host City Council Work Session for Phase 2A/2B updates
Hold Public Hearing for Phase 2A/2B updates

DEC 2024

Adopt Phase 2 updates

Project Website

Scan the QR code or visit the web address below to access the project website to learn more about the City's planning process to update its Land Development Code.

<https://tinyurl.com/montrose-code>



Why update the code?

Envision 2040, Montrose's comprehensive plan, provides the vision and call to action for updating the City's land development codes. View specific action items contained in the Implementation Chapter of Envision 2040 in the Document Library on the project website.

Since the adoption of Envision 2040 in June 2021, City staff has identified a number of planning issues associated with the existing development codes. View the list of specific code issues to be addressed during the project in the Document Library along with the recently completed Housing Needs Assessment recommended amendments to the City's land development regulations.

Project Approach

The overall project approach centers on four points:

- 1:** Build on the success of the Montrose Envision 2040 Comprehensive Plan and honor the community's strategic vision.
- 2:** Address potential code updates recommended in the City's Housing Needs Assessment (Phase 2A).
- 3:** Address potential code updates for other identified City development issues and priorities (Phase 2B).
- 4:** Provide targeted opportunities for public input and community engagement.

A consultant team consisting of Plan Tools, LLC, the MDBR law firm, and Egret+Ox Planning is assisting City staff with the project.

DEVELOPMENT REVIEW PROCEDURES

CHAPTER 4

View This Chapter Online:
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set of recommended code amendments.



KEY CODE UPDATES

- Notice of public hearing to be posted, published and mailed changed from 15 days to 14 days
- Added 90 day “fast-track” affordable housing application review provision
- Three year duration of approval added for manufactured home park, travel home park and tiny home community permits

Table 4.1
Review Procedures Chart

Approval Requested	Pre-Application	CR	Referral	Approval			Section Reference
				AD	PC	CC	
Site Development Plan - Major	X	X	X	X			Sec. 11-8-1
Site Development Plan - Minor	X	X	X	X			Sec. 11-8-1(B)
Site Development Plan – Large Retail	X	X	X		H	A	Sec. 11-8-9
Annexation	X	X	X		H ¹	H	Sec. 11-4-10
Floodplain Development Permit	R	X		X			Sec. 11-6-3; 11-6-4 (variance)
Mobile/Manufactured Home Siting Permit	R	X		X			Sec. 11-13-2
Mobile/Manufactured Home Park Permit	X	X	X		H	X	Sec. 11-13-4
Travel Home Permit	R	X		X	H	X	Sec. 11-13-7
Travel Home Park Permit	X	X	X		H	X	Sec. 11-13-8
Tiny Home Community Permit	X	X	X		H	X	Sec. 11-13-11
Sign Permit	R	X		X			Sec. 11-10-4
Temporary Use Permit	R	X		X			Sec. 11-7-6 (E)
Conditional Use	X	X	X		H	A	Sec. 11-7-6 (B)
Rezoning (legislative)		X				H	Sec. 11-7-12 (C)
Rezoning (site specific)	X	X	X		H	H	Sec. 11-7-12 (A)
Variance	X	X	X		H	A	Sec. 11-7-13; 11-8-1 (GE)
Planned Development (PD)							
Sketch Plan	X	X	X		H		Sec. 11-7-8 (F)
Preliminary PD	X	X	X		H	X	Sec. 11-7-8 (F)
Final PD ²	X	X	X			X	Sec. 11-7-8 (F)
PD Amendment - Major	X	X	X		H	X	Sec. 11-7-8 (H) (2)
Administrative PD	X	X	X	X			Sec. 11-7-8 (D)
PD Amendment - Minor/Administrative	X	X	X	X			Sec. 11-7-8 (HD) (29)
Subdivision							
Sketch Plan	X	X	X		H		Sec. 11-5-4
Preliminary Plat	X	X	X		H	X	Sec. 11-5-5
Final Plat	X	X	X			X	Sec. 11-5-6
Minor Subdivision	X	X	X	X			Sec. 11-5-3
Plat Amendment - Major	X	X	X	X	H	X	Sec. 11-5-7 ₂
Plat Amendment - Minor	X	X	X	X			Sec. 11-5-3 (C)
Plat - Administrative Review		X				X	Sec. 11-5-7
Key							
CR: Completeness Review			H: Public Hearing Required				
CC: City Council			R: Recommended; not required				
PC: Planning Commission			X: Meeting or Action Required				
AD: Administrative Decision			A: Appeal Permitted				

¹ Recommend that initial zoning occur concurrent with annexation; see Rezoning (site specific). PC hearing only required with concurrent zoning action, not on annexation itself.

² A Final PD is eligible to apply for vested rights. No other application type is eligible to receive a vested right.

Table 4.2
Public Notice Requirements

Approval Requested	Notice Required		
	Publish	Post	Mail
Annexation and Associated Zoning	X	X	X
Conditional Use	X	X	X
Site Development Plan – Large Retail	X	X	X
Mobile/Manufactured Home Park Permit	X	X	X
Travel Home Park Permit	X	X	X
Tiny Home Community Permit	X	X	X
Rezoning *	X	X	X
Variance/ Appeal	X	X	X
Appeal	X	X	X
PD Sketch Plan	X	X	X
Preliminary PD	X	X	X
PD Amendment Major	X	X	X
Subdivision Sketch Plan	X	X	X
Subdivision Preliminary Plat	X	X	X
Vested Rights	X		
Key			
PD Planned Development			

Note: The applicant is responsible for any required notice to mineral estate owners under CRS 24-65.5-101, et seq.

* For legislative rezoning, Sec. 11-7-12 (C) of this Title controls.



ZONING REGULATIONS

CHAPTER 7

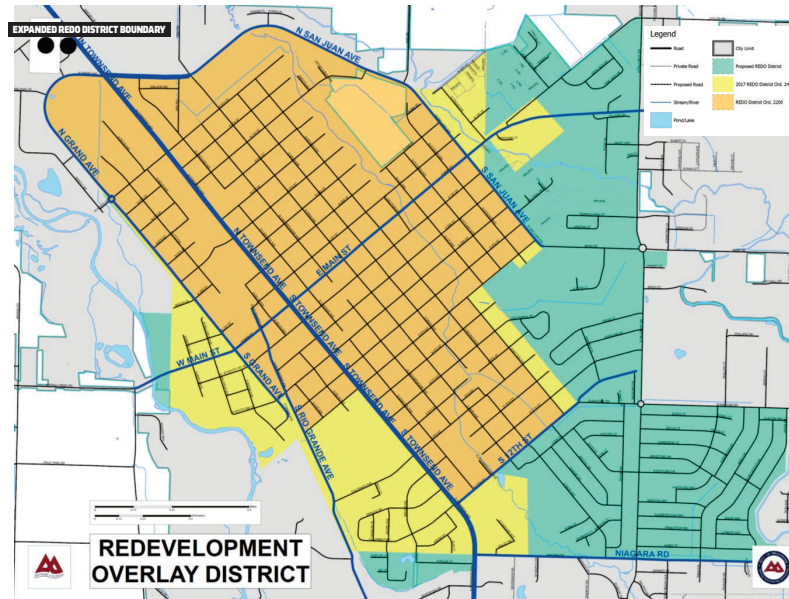
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KEY CODE UPDATES

- Expanded REDO (Redevelopment Overlay Zoning District) boundary by approximately 244 acres to include 1,422 new parcels, and updated REDO procedures and standards
- Updated residential use table to provide for more types of housing in districts zoned for residential development, and refined associated zone district intent statements
- Updated non-residential use table to include medical clinics, microbreweries, distilleries, food truck courts, solar farms, and retail EV charging stations in districts zoned for non-residential development
- Modified residential zone district dimensional standards:
 - Incorporated density standards for duplex, single-household attached (townhomes), triplexes, and fourplexes.
 - Increased density allowance from 19 units/acre to 24 units/acre for multi-household dwelling development in the R-4 High Density zone district to accommodate typical high density multi-household development.
 - Reduced rear yard setbacks to 20 feet in the R-3 Medium Density zone district, and 15 feet in the R-3A Medium High Density and R-4 High Density zone districts (current standards are 25 feet, which is larger than lower density zones).
 - Increased maximum height in the R-3A Medium High Density and R-4 High Density zone districts from 35 feet to 40 feet to accommodate three-story multi-household development.
- Expanded temporary use types and permitted timeframes
- Clarified 20% open space requirement for Planned Development's as useable open space

RESIDENTIAL USES										
Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHI
Accessory Dwelling Unit (See Sec. 11-11-5)	C	C	C	P	P	P	P	P	P	
Dwelling, Duplex				P	P	P	P	P	P	
Dwelling, Fourplex					C	P	P		C	
Dwelling, Multi-household					C	P	P		C	
Dwelling, Single-Household Attached					P	P	P		P	
Dwelling, Single-Household Detached	P	P	P	P	P	P	PC	P	P	P
Dwelling, Tiny Home									P	P
Tiny Home Community										P
Dwelling, Triplex					P	P	P		P	



SIGNS

CHAPTER 10

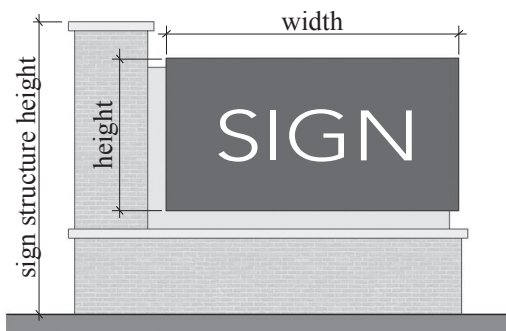
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KEY CODE UPDATES

- Removed requirement to have a permanent building on-site as impractical
- Removed requirement to update a non-conforming sign due solely to a business name or other content change
- Eliminated loophole on allowing temporary signs without having a permanent sign in non-residential zone districts
- Allow administrative variances to the number of signs; and/or variances of no more than 25% to height, sign area, and setback
- Eliminated confusing primary/secondary sign distinction
- Increased maximum sign size in the Office-Residential zone district from 6 square feet to 32 square feet, similar to largest buildings in residential zones

Sign dimensions

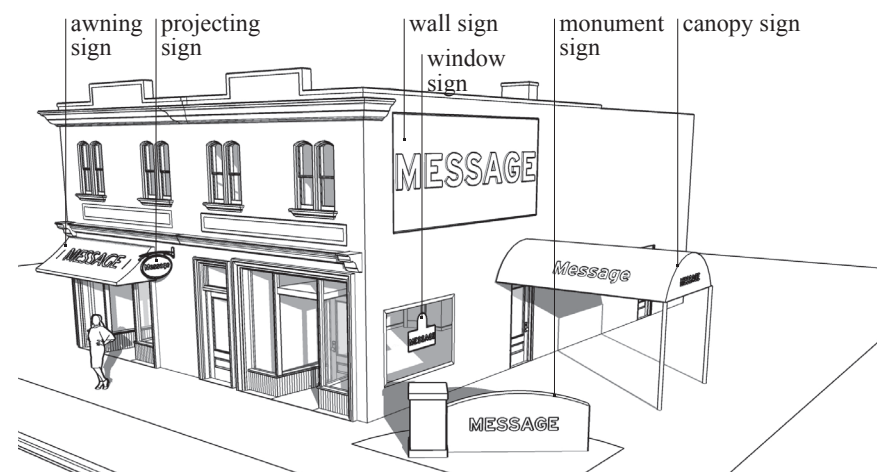


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Examples of temporary signs



Examples of permanent signs



MANUFACTURED, TRAVEL & TINY HOMES

CHAPTER 13

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set of recommended code amendments.



KEY CODE UPDATES

- Established clear requirements for permitted design and siting of manufactured homes
- Improved the design requirements for manufactured home parks
- Enhanced the design requirements for travel home parks
- Maintained the right of existing mobile homes to continue to be used if located prior to 1979
- Provided for the use and location of tiny homes as a new housing alternative
- Established design requirements for tiny home communities

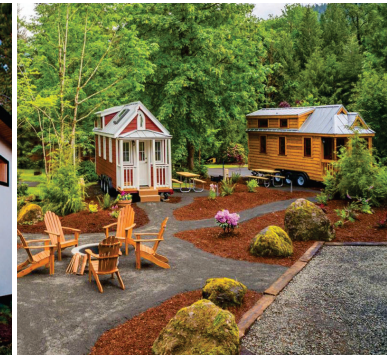
Manufactured housing examples (clockwise from top left): three types of manufactured homes; mobile home; mobile home park; three types of modular homes.



Example of tiny home



Example of tiny home community



Manufactured Housing Types

Mobile Homes

Constructed before 1976. Does not meet any building code or HUD construction standards. Can be on a permanent or temporary foundation.

Manufactured Homes

Constructed after 1976 to Manufactured Home Construction and Safety standards through the U.S. Department of Housing and Urban Development. Can be placed on a permanent or temporary foundation. Contain an insignia outside the home that appears as follows:



Modular Homes

Factory built homes that meet or exceed City and State Building Code standards. Placed on a permanent foundation and contain an insignia in the home (typically under the kitchen sink) that appears as follows:



SUPPLEMENTARY USES

CHAPTER 11

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KEY CODE UPDATES

- Added standards for accessory solar systems and solar farms
- Allowed ADUs in all zone districts where a single-family residence is a permitted use by right
- Reduced minimum lot size requirement for an ADU in the REDO district from 6,250 sq ft to 3,125 sq ft
- Set minimum and maximum ADU size limitations, except in REDO District:
 - Minimum size limitation of 200 sq ft of floor area
 - Maximum size limitation 1,000 sq ft of floor area
- Restricted the subdivision of ADUs except in REDO district
- Indicated that new ADUs may not be licensed for short-term rental
- Additional ADU standards:
 - An ADU shall contain a kitchen, bathroom and a separate independent entry
 - An ADU shall be served by adequate facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, and fire protection
 - The minimum one (1) required parking space must be on a hard surface (gravel is okay)

Examples of accessory dwelling units (ADUs)



ATTACHED BASEMENT ADU



ATTACHED SIDE OR REAR ADU



CONVERTED GARAGE ADU



DETACHED ADU

Example of residential rooftop solar system and solar farm



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DEFINITIONS

CHAPTER 15

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KEY CODE UPDATES

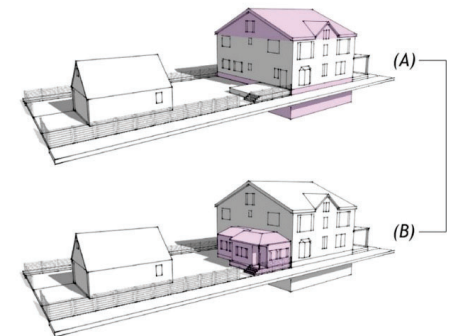
- Reformatted for improved searchability
- Added definitions for all existing listed permitted uses, e.g., **drive-in** or **drive-thru**
- Added definitions for all new listed permitted uses, e.g., **electric vehicle charging station, retail**
- Added new definitions to improve interpretation of housing terms, e.g., **accessory dwelling unit (ADU)**
- Added new definitions to improve interpretation of dimensional requirements e.g., **building height**
- Added new definitions to improve interpretation of land dedication requirements, e.g., **open space, useable**
- Added new definitions to comply with recent state legislation, e.g., **household**
- Clarified definitions to improve interpretation of review procedures, e.g., **land development**
- Revised definitions to improve interpretation, e.g. **mobile home**
- Deleted outdated terms, e.g., **primary sign**

SAMPLE DEFINITION

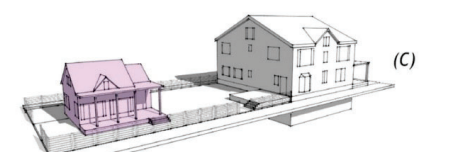
Accessory Dwelling Unit (ADU) means an internal, attached, or detached residential dwelling that provides complete independent living facilities (including but not limited to provisions for sleeping, eating, cooking, and sanitation) for one or more persons, is located on a lot with an existing primary dwelling unit, and is secondary and subordinate to that primary residential dwelling. Mobile homes, park models and travel homes shall not be included within the definition of the term Accessory Dwelling Unit. An ADU may include a tiny home, as defined herein.

See examples of accessory dwelling units (ADUs) on the left under Chapter 11: Supplementary Uses

1. Attached Accessory Dwelling Unit (ADU)



2. Detached Accessory Dwelling Unit (ADU)



Source: City of Boulder Website, accessed April 11, 2023,
<https://bouldercolorado.gov/services/accessory-dwelling-units>

SUBDIVISION REGULATIONS

CHAPTER 5

View This Chapter Online:
Snap this QR code with your phone to view
an online version of this chapter with the full
set of recommended code amendments.



KEY CODE UPDATES

- Clarified the minor subdivision process
- Ensured that public improvements are constructed and warranted in a timely fashion
- Established improved standards for land eligible for parks, open space, and trails
- Clarified park, trail, and open space dedication requirements
- Clarified the procedure for payment of fees in lieu of park land dedication
- Simplified the process for considering school land dedication or fees in lieu
- Complied with state statutes on nonfunctional and artificial turf and invasive plant species



SITE DEVELOPMENT STANDARDS

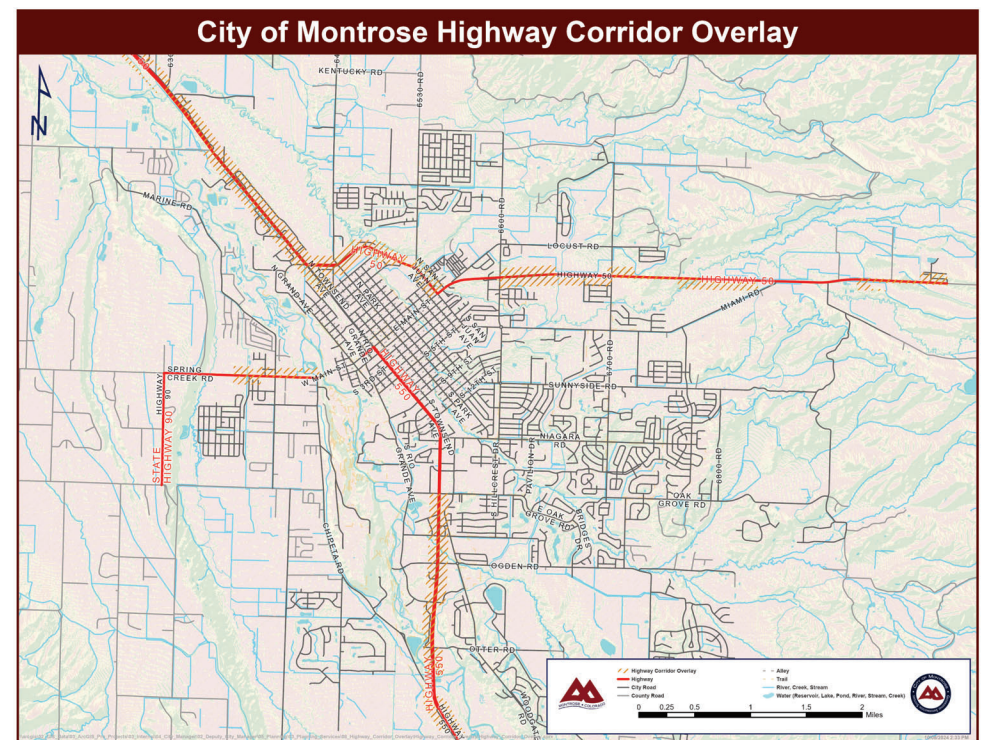
CHAPTER 8

View This Chapter Online:
Snap this QR code with your phone to view
an online version of this chapter with the full
set of recommended code amendments.



KEY CODE UPDATES

- Added parking lot resurfacing as an exception to site development plan requirement
- Updated parking space standards table
- Removed confusing and/or illegible graphic figures
- Added an image to delineate highway corridor areas, replacing confusing text descriptions
- Added new section on dimensional measurements and exceptions to dimensional standards



ADULT BUSINESSES

CHAPTER 12

View This Chapter Online:
Snap this QR code with your phone to view
an online version of this chapter with the full
set of recommended code amendments.



KEY CODE UPDATES

- Prohibits all uses constituting Adult Gaming Arcades, including without limitation: slot machines, gambling devices, and simulated gambling devices.
- Owning, leasing to, or operating a new establishment or relocating an existing establishment constituting an Adult Gaming Arcade shall be a nuisance under Section 6-4-1 of the Official Code of the City of Montrose.

Example of commercial slot machine



Montrose Land Development Code Update | City of Montrose, Colorado
Public Open House | November 4, 2024

WIRELESS COMMUNICATIONS

CHAPTER 14

View This Chapter Online:
Snap this QR code with your phone to view
an online version of this chapter with the full
set of recommended code amendments.



KEY CODE UPDATES

- Chapter 14 generally regulates telecommunications facilities within the City, including towers and antennae serving mobile telephone and data systems, and requiring permits from the City for those installations.
- Exempts City-owned instrumentation and communications facilities, including without limitation radios, antennas, towers, boosters, repeaters, data collectors and transmitters.

These are wireless communication systems which allow the City to communicate with public water and sewer facilities for operations. Because these systems, and the facilities they communicate with, are owned and operated by the City, it is not necessary for the City to also obtain a permit for them.

Example of telecommunications infrastructure



Photo of one of the City's water facilities



CITY OF MONTROSE, COLORADO
ORDINANCE NO. 2677

AN ORDINANCE REPEALING AND REENACTING CHAPTERS 4, 5, 7, 8, 10, 11, 13, AND 15 OF TITLE 11 OF THE MONTROSE OFFICIAL CODE AND MAKING CONFORMING AMENDMENTS TO CHAPTERS 3, 6, 12 AND 14 IN CONNECTION THEREWITH

WHEREAS, the City of Montrose is a Colorado home rule municipality, operating under a home rule charter and governed by its elected City Council (the “Council”); and

WHEREAS, the home rule charter and the Colorado revised statutes grant plenary authority to the Council to adopt and enforce ordinances governing land development and for the protection of the public health, safety and welfare; and

WHEREAS, in the exercise of this authority, the Council has previously adopted Title 11 of the Montrose Official Code, entitled Land Development Regulations; and

WHEREAS, the Council adopted Ordinance No. 2626 on May 16, 2023 reorganizing Title 11; and

WHEREAS, the City has engaged in a comprehensive effort to revise certain chapters of Title 11; and

WHEREAS, the passage of Colorado House Bill 21- 1271 includes a menu of different housing strategies that local governments may implement to incentivize affordable housing development; and

WHEREAS, housing strategies associated with 1) Accessory Dwelling Units, 2) small square footage dwelling units, 3) affordable housing as a use by right, 4) allowing planned unit developments (PD’s) with integrated affordable housing units, and 5) allowing duplexes as a housing option are recommended for adoption; and

WHEREAS, including amendments to Title 11 associated with these five housing strategies will encourage new housing stock, variety, and affordability within Montrose; and

WHEREAS, the Council has held the required public hearing to take public comment on this ordinance.

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

SECTION 1:

Title 11, Land Development Regulations, amended.

Chapters 4, 5, 7, 8, 10, 11, 13 and 15 of Title 11 are hereby repealed and reenacted in their entirety as set forth in the attached **Exhibit A**, which is fully incorporated herein by this reference.

SECTION 2:

The following sections of Chapter 3 of Title 11 are amended to delete the phrase “senior planner, the chief building official “as it appears in these listed sections:

- 11-3-4 (D) (4): delete “senior planner, the chief building official,”
- 11-3-5 (E) (2): delete “senior planner, the chief building official,”
- 11-3-5 (E) (3): delete “senior planner, the chief building official,”

SECTION 3:

Chapter 6, Section 11-6-5(B)(4)(b) of Title 11, is amended to read as follows:

Revise introductory sentence to read as follows:

“(b) All manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the City’s FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either...”

SECTION 4:

Chapter 12, Section 11-12-9 of Title 11 is repealed and reenacted to read in its entirety as follows:

Sec. 11-12-9. Adult gaming arcades.

(A) Prohibition of Adult Gaming Arcade Uses.

- (1) All uses constituting Adult Gaming Arcades, including without limitation Slot Machines, Gambling Devices and Simulated Gambling Device, as defined at Chapter 11-15 of this Title, are prohibited within the City.
- (2) Owning, leasing to, or operating a new establishment or relocating an existing establishment constituting an Adult Gaming Arcade in violation of this Title shall be a nuisance under Section 6-4-1 of the Official Code of the City of Montrose. A separate offense shall be deemed committed each day on which a violation of this Section continues. Any violation may be charged separately and punished as an unlawful act subject to the penalty in section 1-2-3 of the Official Code of the City of Montrose. The Montrose Municipal Court may impose consecutive sentences for multiple violations.

SECTION 5:

Section 11-14-2 of Title 11 is amended to read as follows:

Sec. 11-14-2. Applicability.

These provisions shall apply to all towers, antennas, and telecommunication facilities, as defined, except: (1) any tower or antenna not more than 35 feet in height, and owned and operated

by a federally-licensed amateur radio station operator or used exclusively as a receive-only facility and (2) City-owned SCADA instrumentation and communication facilities, including without limitation radios, antennas, towers, boosters, repeaters, data collectors and transmission facilities. Further, high tension electric transmission or distribution line support towers used as mounts for antennas not more than 12 feet in height above the highest point of said tower shall be permitted in all zoned districts and are exempt from the separation requirements contained in this Chapter, but shall meet the specific requirements for telecommunications facilities/telecommunications support facilities for towers contained herein. Towers, antennas, and telecommunication facilities shall be regulated and permitted pursuant to the provisions of this Section and shall not be considered utilities. This Chapter aligns the review and approval process for these facilities with the FCC and any other agency of the federal government with the authority to regulate these facilities.

SECTION 6:

The City Manager or designee is hereby authorized and directed to make such additional revisions to Title 11 which has been amended hereby, to correct errors in spelling and terminology, to ensure consistent internal references, and to make such revisions for proper numbering, formatting and other non-substantive refinements, all as approved by the City Attorney to properly implement the revision of Title 11 adopted hereby.

SECTION 7:

Except as specifically amended hereby, the Official Municipal Code of the City of Montrose, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

SECTION 8:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10:

Publication and effective date. Pursuant to the home-rule charter of the City, this Ordinance shall be published in full following first reading and a public hearing shall be set not earlier than seven (7) days after publication. This Ordinance shall take effect and be in force five (5) days after publication following final passage. If this Ordinance is published by title, the publication shall include a summary of the subject matter hereof and a notice to the public that copies of the full text are available at the office of the City Clerk.

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 December, 2024 at the hour of 6:00 p.m. at the Montrose City Hall in Montrose, Colorado.

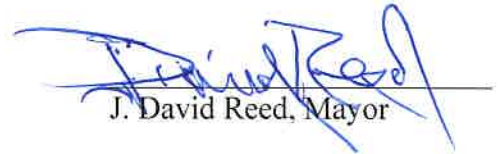
INTRODUCED, READ and PASSED on first reading this 3rd day of December, 2024.

ATTEST:



Lisa DelPiccolo, City Clerk




J. David Reed, Mayor

INTRODUCED, READ and ADOPTED on second reading this 17th day of December, 2024.

ATTEST:

Lisa DelPiccolo, City Clerk

J. David Reed, Mayor

Exhibit A
[attached]

CHAPTER 11-4. DEVELOPMENT REVIEW PROCEDURES

Sec. 11-4-1. Compliance.

- (A) No building permit, certificate, business or occupation license, or site development plan approval, use of which may be subject to the provisions of this Title, shall be issued by any department, agency or board of the City except in compliance with this Title. No land shall be used or occupied, and no structure shall be designed, erected, altered, used or occupied except in conformity with all regulations established in this Title and upon performance of all conditions set forth in this Title.
- (B) No person shall subdivide any tract of land which is located within the City except in conformance with the provisions of Chapter 11-5 of this Title.
- (C) Building permits shall not be issued for the construction or reconstruction of structures upon any land, or the addition to any building or structure situated on any land, or other improvements requiring a building permit, unless such land is zoned for the use proposed and if required, has been subdivided and platted in accordance with the procedures set forth in Chapter 11-5 of this Title. A whole platted lot is required for compliance with this requirement.
- (D) No building permit shall be issued for construction until a site development plan has been approved by the City and further, until there has been compliance with all platting procedures of Chapter 11-5 of this Title.
- (E) No person or related entity delinquent in the payment of any money owed to the City, in any amount or for any purpose, including, but not limited to, any delinquent taxes, permit fees, Court fines, cost or judgments, fees, surcharges or assessments, may be granted any City permit, other City discretionary permission or paid any consideration from the City, pursuant to a contractual obligation or otherwise, until payment in full has been received by the City or other financial arrangements are made that are satisfactory to the City Manager.

Sec. 11-4-2. Review process.

- (A) All “land development,” as defined at Chapter 11-15 of this Title, must be reviewed and approved in accordance with the review process and standards set forth in this Chapter. Table 4.1, the Review Procedures Chart, establishes the required review steps applicable to different forms of approval. Applicants should refer to the chart to determine which one or more “Approval Requested” under the left-hand column of the chart applies to their proposed development. The required stages of review for each approval are shown on the lines to the right. The specific review process for each stage is set out in detail in the balance of this Title under the appropriate headings. Unless otherwise indicated, amendment or modification of a prior approval follows the procedure for review of the original application.
- (B) Except as otherwise set forth for administrative review, land development applications are reviewed by City staff, the Planning Commission and the City Council, all as shown on the Review Procedures Chart (Table 4.1), below. The Planning Commission reviews an

application and makes a recommendation to the City Council, unless the Commission is the final review body, all as shown on Table 4.1.

- (C) For those applications for which the City Manager has authority to review and render an administrative decision, as shown on Table 4.1, the City Manager shall approve, approve with conditions, or deny the application within 30 days of determination that the application is complete.
- (D) The applicant shall submit an application upon forms supplied by the City accompanied by the information required by this Title. A single application may contain a request for more than one action. The application shall be accompanied by an application fee in an amount as set by City Council. No formal application need be submitted or fee paid for an amendment or addition to the Official Zoning Map initiated by the City Manager, or City Council.
- (E) The number of copies of the required application and associated submission requirements are shown on the relevant application forms. All maps and reports shall bear suitable evidence of the professional qualifications of the person responsible for the preparation of the map or report. Engineering information must be certified by a professional engineer licensed in the state of Colorado. All required documents containing land survey descriptions and topographic maps must be certified by a professional land surveyor licensed in the state of Colorado.
- (F) Except as provided in subsection (K) below, a hearing shall be set before the Planning Commission not sooner than 20 days, nor more than 60 days after receipt by the City of a properly completed application and all other required information.
- (G) The order of procedure at the hearing or meeting once opened is recommended to be:
 - (1) City staff presentation;
 - (2) Applicant presentation;
 - (3) Public testimony;
 - (4) Applicant and City staff response if desired;
 - (5) Public testimony closed; and
 - (6) Reviewing body deliberation and decision.
- (H) The reviewing body shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the City staff, and comments from the public. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met.
- (I) Except as provided in subsection (K) below, the Planning Commission shall complete its review and make its recommendation to the City Council no later than 30 days from the date of the initial Commission meeting or hearing. The Planning Commission may recommend approval, conditional approval or denial, indicating any particular conditions for approval, and its reasons for a recommendation of denial, provided however, conditions on rezoning are not permitted.

-
- (J) The application must be scheduled for City Council action by the applicant within 45 days of the date of the Planning Commission action.
- (K) This subsection shall apply only to applications for development of residential housing projects for which 50 percent or more of the units constitute affordable housing (as defined at Section 11-15-2), and the application is one of the following: Building Permit, Site Development Plan, Conditional Use, or Variance.
- (1) Notwithstanding subsections (F) and (J) hereof, the time periods therein listed for review of those listed applications shall be administratively adjusted such that the final decision on the application is provided no later than 90 days after the date the application is deemed complete upon completeness review (“CR”) under Table 4.1.
 - (2) The 90-day period may be extended at the option of the applicant for an additional 90 days for compliance with state law or court order, or for a review period required by another local government or agency, within the local government or agency, for any component of the application requiring that local government or agency approval.
 - (3) The approval process may include extensions to allow the submission of additional information or revisions to an application in response to requests from the City. Such extensions shall not exceed the amount of time from the request to the submission of the applicant’s response plus 30 days. Applicants shall provide such additional information or responses promptly and shall, whenever practicable, provide a response within 5 business days.
- (L) In the event the reviewing body recommends denial of an application at any stage, the applicant may choose to proceed to the next stage of review or may resubmit the application at the first stage. In the event the review stage is before the City Council, the application may not be further processed following a denial. If, in the opinion of the City Manager, a submittal at any stage of review is incomplete, the matter shall be removed from the agenda and not further processed until determined complete in accordance with submittal requirements.
- (M) The reviewing body as shown in Table 4.1 may approve the requested action only upon finding that all applicable criteria and requirements of this Title have been met. If it determines that such criteria have not been met, the application shall be denied.
- (N) For those land development actions for which an appeal to the City Council is permitted under Table 4-1, the appealing party must file a statement of grounds for appeal within ten days of the date of the decision being appealed. Upon timely filing of an appeal, a hearing before the City Council shall be held after public notice in the manner required for that form of application under Table 4-2.
- (O) Unless specifically identified for a separate appeal, all administrative decisions are the final decision of the City, subject to judicial appeal.
- (P) The following chart describes the review process for all land development approvals:
-

Table 4.1
Review Procedures Chart

Approval Requested	Pre-Application	CR	Referral	Approval			Section Reference
				AD	PC	CC	
Site Development Plan - Major	X	X	X	X			Sec. 11-8-1
Site Development Plan – Minor	X	X	X	X			Sec. 11-8-1(B)
Site Development Plan – Large Retail	X	X	X		H	A	Sec. 11-8-9
Annexation	X	X	X		H ¹	H	Sec. 11-4-10
Floodplain Development Permit	R	X		X			Sec. 11-6-3; 11-6-4 (variance)
Manufactured Home Siting Permit	R	X		X			Sec. 11-13-2
Manufactured Home Park Permit	X	X	X		H	X	Sec. 11-13-4
Travel Home Permit	R	X		X			Sec. 11-13-7
Travel Home Park Permit	X	X	X		H	X	Sec. 11-13-8
Tiny Home Community Permit	X	X	X		H	X	Sec. 11-13-11
Sign Permit	R	X		X			Sec. 11-10-4
Temporary Use Permit	R	X		X			Sec. 11-7-6 (E)
Conditional Use	X	X	X		H	A	Sec. 11-7-6 (B)
Rezoning (legislative)		X				H	Sec. 11-7-12 (C)
Rezoning (site specific)	X	X	X		H	H	Sec. 11-7-12 (A)
Variance	X	X	X		H		Sec. 11-7-13; 11-8-1 (E)
Planned Development (PD)							
Sketch Plan	X	X	X		H		Sec. 11-7-8 (F)
Preliminary PD	X	X	X		H	X	Sec. 11-7-8 (F)
Final PD ²	X	X	X			X	Sec. 11-7-8 (F)
PD Amendment -	X	X	X		H	X	Sec. 11-7-8 (H) (2)
Administrative PD	X	X	X	X			Sec. 11-7-8 (D)
PD Amendment - Administrative	X	X	X	X			Sec. 11-7-8 (D) (9)
Subdivision							
Sketch Plan	X	X	X		H		Sec. 11-5-4
Preliminary Plat	X	X	X		H	X	Sec. 11-5-5
Final Plat	X	X	X			X	Sec. 11-5-6
Minor Subdivision	X	X	X	X			Sec. 11-5-3
Plat Amendment- Major	X	X	X		H	X	Sec. 11-5-2
Plat Amendment - Minor	X	X	X	X			Sec. 11-5-3 (C)
<u>Key</u>							
CR: Completeness Review			H: Public Hearing Required				
CC: City Council			R: Recommended; not required				
PC: Planning Commission			X: Meeting or Action Required				
AD: Administrative Decision			A: Appeal Permitted				

¹ Recommend that initial zoning occur concurrent with annexation; see Rezoning (site specific). PC hearing only required with concurrent zoning action, not on annexation itself.

² A Final PD is eligible to apply for vested rights. No other application type is eligible to receive a vested right.

Sec. 11-4-3. Public notice requirements.

- (A) *Purpose.* The purpose of this Section is to provide procedures for public notice. Public notice serves to inform vicinity property owners, neighborhoods, homeowner's associations, and the community of pending development projects, and the date, time and place of public hearings regarding development projects. It is in the City's and applicant's interest to seek and encourage citizen input regarding development projects and to identify possible impacts and mitigation as deemed necessary. Consistent application of public notice requirements fosters trust and reliability in the review process. This Section establishes uniform standards for public notice requirements.
- (B) All notices shall specify the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration.
- (C) The requirements of this Section apply only to public hearings required by this title as shown on the Review Procedures Chart, Section 11-4-2, Table 4.1. Where that chart indicates that a public meeting (in contrast to a public hearing) is required, this Section does not apply, and notice of such meeting is subject only to the requirements of the Colorado Open Meetings law, C.R.S. § 24-6-401, et seq. The requirements for public hearing notices are shown below on Table 4.2.
- (D) Notice of the public hearing shall be given as follows:
- (1) *Posted notice.* The applicant shall be advised of the date set for the public hearing. The City shall be responsible to post a sign upon the property affected, easily legible from an abutting street which briefly describes the requested action and time and location of the public hearing. Such sign shall be posted at least 14 days before the public hearing and shall be reasonably maintained until final action is taken by the Planning Commission or City Council.
 - (2) *Published notice.* At least (14) days prior to any public hearing which requires published notice, the City shall cause a notice to be provided to the newspaper for publication according to the newspaper's announced schedule. Failure of the newspaper to publish according to its announced schedule shall not be a failure of notice. The notice shall describe the action or actions requested and the property affected. The property shall be described by street address, or relationship to a street with an address or other known landmarks and not by a legal description.
 - (3) *Mailed notice.* At least (14) days prior to any public hearing which requires notification by mail, the City shall cause to be sent, by first class US mail, a notice to the owners of any property located within 300 feet of the property affected, to include property across the street. The notice shall be directed to the affected property owners as their names and mailing addresses appear in the official records of the County Assessor as of the date the records were reviewed. If required by the City Manager, a written notice shall also be mailed to relevant neighborhood or homeowner's associations.
 - (4) In the event the application is for an affordable housing project as defined at Section 11-15-10 and is for one of the approvals listed at Section 11-4-2(K), the required notice

periods may be administratively reduced or adjusted so as to permit a final decision to be provided in the 90-day period described in that section.

- (E) *Neighborhood Meetings.* An additional method of notice is to provide neighborhood meetings to discuss proposed development projects. Prior to submittal of a proposed development application, an applicant should make a reasonable effort to consult informally with property owners of record adjoining or within 300 feet of the proposed development. The purpose of a neighborhood meeting is to allow neighborhood residents to communicate directly with the applicant regarding any issues, concerns or comments that they might have regarding the proposed development project. The applicant should provide a place, date and a time of the neighborhood meeting. No fee shall be required for such review or discussions of any plans or data concerning the proposed development application. The City shall not be bound by virtue of any discussions during the neighborhood meeting.
- (F) *E-Mail Notification.* An optional method of public notice is to provide e-mail notifications. E-mail notifications shall not be required but may be used only to facilitate quick and direct communication to affected property owners, neighborhoods and homeowners' associations. E-mailed notice may be used at the discretion of the City Manager if deemed appropriate but shall not take the place of any required notifications.
- (G) *Combining Notifications.* Whenever hearings before both the Planning Commission and the City Council are required for the same matter, the public notice required for each may be combined into one notice for purposes of publication, posting and mailing. Mailing, posting and/or publication, as required, must be done at least (14) days prior to the date on which the earlier of the two hearings is to be held.
- (H) *Calculating Days.* When calculating the time period for mailing, posting, or publishing a public notice, the day of publication or mailing shall be counted in the total number of days required for the notification period, but the day of the hearing shall not be counted toward the total number of days required.
- (I) *Public Notice Requirements Chart.* Table 4.2 identifies when public notice is required, either by publishing, posting, or mailing.

Table 4.2
Public Notice Requirements

Approval Requested	Notice Required		
	Publish	Post	Mail
Annexation and Associated Zoning	X	X	X
Conditional Use	X	X	X
Site Development Plan – Large Retail	X	X	X
Manufactured Home Park Permit	X	X	X
Travel Home Park Permit	X	X	X
Tiny Home Community Permit	X	X	X
Rezoning *	X	X	X
Variance	X	X	X
Appeal	X	X	X
PD Sketch Plan	X	X	X
Preliminary PD	X	X	X
PD Amendment	X	X	X
Subdivision Sketch Plan	X	X	X
Subdivision Preliminary Plat	X	X	X
Vested Rights	X		
<u>Key</u>			
PD: Planned Development			

Note: The applicant is responsible for any required notice to mineral estate owners under CRS 24-65.5-101, et seq.

* For legislative rezoning, Sec. 11-7-12 (C) of this Title controls.

Sec. 11-4-4. Preapplication conference.

For each land development approval requested, when required by Section 11-4-2, Table 4.1, the applicant shall attend a pre-application conference with City staff. The required preapplication conference may be waived at the City Manager's discretion. The preapplication conference is intended to allow the mutual exchange of information and development concepts. Topics of discussion may include but not be limited to:

- (1) Characteristics of the site and surrounding area, including its location; significant natural and artificial features with particular attention to natural hazard, resource or other special areas; the size and accessibility of the site surrounding development and land use and existing zoning.
- (2) The nature of the development proposed, including land uses and their densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of common open space or treatment of public use areas and internal circulation system, including trails and bicycle paths; the total ground coverage of paved areas and structures; and infrastructure considerations such as traffic, access, fire protection, floodplain, and water, sewer, drainage, power, natural gas, and communication utilities.

-
- (3) Community policy considerations, including degree of conformity of the proposed development with the Comprehensive Plan and the nature of the information, technical analysis, reports and certifications which are likely to be required of the applicant.
 - (4) Any of the required submission requirements contained herein that may be considered inappropriate or not applicable to the proposal in question.
 - (5) The stages of review and submittal requirements for the proposal.
 - (6) The desirability of a neighborhood meeting.

Sec. 11-4-5. Determination of completeness; withdrawal of application.

- (A) The City Manager will review the application for completeness. Complete applications must be submitted at the point of initiation of the land development review process. A separate application is required for each phase of a subdivision or planned development. The application shall include all of the items identified in the relevant application form for the type of approval sought. Incomplete applications will not be scheduled for review until a determination of completeness is issued.
- (B) An application will be deemed withdrawn if the applicant fails to respond to final City staff comments within 90 days (or any extension thereto granted by City staff). Upon resubmission by the applicant, such application shall be a new application for all intents and purposes and shall be subject to the same review process and fee as any other new application.

Sec. 11-4-6. Fees.

The Mayor and City Council shall set all application fees related to land development approvals under this Chapter per resolution. All fees shall be paid as set forth in Chapter 3-1 of the City of Montrose Regulations Manual.

Sec. 11-4-7. Application referral.

For each land development approval requested, when required by Section 11-4-2, Table 4.1, City staff shall transmit copies of the application, plans, and appropriate supporting documents to appropriate City departments and outside utilities, service providers and agencies for review and recommendations as determined necessary by the City Manager. A list of all appropriate referral agencies shall be maintained by the City.

Sec. 11-4-8. Duration of approval.

- (A) Land development approvals shall be valid for the following periods from the date of final approval unless otherwise stated in the record of decision (whether found in a resolution, ordinance, permit or approved motion as reflected in the relevant meeting minutes):
 - (1) Sketch plan subdivision: 18 months
 - (2) Sketch Planned Development plan: 18 months
 - (3) Preliminary plat subdivision: 5 years to record final for all phases
 - (4) Preliminary Planned Development plan: 5 years

-
- (5) Final plat subdivision: no expiration provided plat is recorded within 6 months of approval, or 12 months if a timely request for extension is made within 3 months
 - (6) Final Planned Development plan: no expiration provided the final PD is recorded within 6 months of approval, or 12 months if a timely request for extension is made within 3 months
 - (7) Conditional use: no expiration
 - (8) Rezoning: no expiration
 - (9) Site development plan: 3 years to obtain building or construction permit
 - (10) Variance: 1 year to obtain building or construction permit
 - (11) Vested right: 3 years, unless enlarged by final approval per Section 11-4-9.
 - (12) Manufactured Home Park Permit: 3 years
 - (13) Tiny Home Community Permit: 3 years
 - (14) Travel Home Park Permit: 3 years
- (B) *Recording.* Any final plat, PD or agreement shall satisfy and properly reflect any conditions of approval, and be recorded with the County Clerk and Recorder, if applicable, within 6 months of the date of approval. The applicant may make a request to the City staff for an extension of time prior to the expiration of the 6 month recordation period. No extension shall exceed 6 months.

Sec. 11-4-9. Vested property rights.

- (A) Article 68 of Title 24, C.R.S. (the "Vested Property Rights Statute") authorizes the creation and protection of vested property rights in certain "site-specific development plans" as the same are designated by the local government.
- (B) A final PD plan may be treated as a site-specific development plan within the meaning of Section 24-68-102 (4), C.R.S. if and only if the following procedures are met:
- (1) A landowner seeking to have the PD plan vested shall submit a written application to the City requesting that the final PD plan be vested in terms of the rights relative to the type and intensity of usage thereof. The application for review and approval of the PD plan for the purpose of vesting the property may only be submitted and received by the City subsequent to the City approval of the preliminary plat concerning that same subdivision.
 - (2) If the requirements for the PD plan are otherwise met in accordance with all applicable City regulations and specifications, approval of the PD plan shall be deemed to create a vested property right in said plan which shall be subject to the provisions and limitations of C.R.S. §§ 24-68-103, 104 and 105, as may be amended from time to time.
 - (3) Vested property rights shall include only the final PD plan as approved, and shall not include the sketch plan or preliminary plat thereof, architectural plans, construction plans, variances, conditional uses, public utility filings and other related documents.

Sec. 11-4-10. Annexation.

- (A) Annexation of land into the City is governed by the procedures in Colorado Constitution Article II, Section 30 and CRS 31-12-101, et seq. Refer to Chapter 4-1 of the City of Montrose Regulations Manual for the City's Annexation Policy.
- (B) Property may be disconnected from the City only and exclusively pursuant to the procedures and within the limitations and conditions set forth in this Section and in CRS 31-12-501 through 31-12-503, inclusive, as amended, which are incorporated herein by this reference pursuant to CRS 31-16-202. The City Council may approve, deny, or impose conditions upon any disconnection.

CHAPTER 11-5. SUBDIVISION REGULATIONS

Sec. 11-5-1. General provisions.

- (A) This Chapter, as amended from time to time may be cited and referred to as the City's subdivision regulations.
- (B) The purposes of these subdivision regulations are to:
 - (1) Promote and protect public health, safety and welfare;
 - (2) Encourage the harmonious, orderly and progressive development of land;
 - (3) Ensure the development of economically sound and compatible neighborhoods;
 - (4) Require the construction of necessary improvements and utilities;
 - (5) Ensure safe and convenient circulation of vehicular and pedestrian traffic;
 - (6) Ensure that parks, open spaces, school sites and land needed for other public purposes are either reserved or dedicated;
 - (7) Ensure development is in accordance with the requirements of the City's Comprehensive Plan as such may be amended from time to time; and
 - (8) Ensure that new development bears its fair share of the costs of providing improvements and services necessitated by, or resulting from, the development of subdivisions.
- (C) References in this Chapter to the term “lot” include, as the context requires, “tracts” or “parcels” of real property, to the extent the same are or can be legally described and capable of individual transfer.

Sec. 11-5-2. Major subdivisions.

- (A) *New Subdivisions.* A subdivision shall be classified as a major subdivision and governed by this Section when an applicant proposes to create four or more new lots; or less than four new lots if not eligible as a minor subdivision in accordance with Section 11-5-3.
- (B) *Resubdivisions or Major Plat Amendments.* Resubdivisions and major plat amendments are reviewed in the same manner as a major subdivision with the same purposes. A major plat amendment is any plat amendment that does not qualify as a minor plat amendment under Section 11-5-3 (C). To the extent submittal information was submitted as part of the original subdivision proposal and is adequate by current standards, the applicant for approval of a resubdivision or major plat amendment does not need to submit the information again and may reference such submittal information in the new application. The City Manager will determine the technical adequacy of previously submitted information.
- (C) *Procedure.* The major subdivision procedure shall consist of three separate phases, sketch plan, preliminary plat and final plat, in accordance with Sections 11-5-4, 11-5-5, and 11-5-6, respectively.

Sec. 11-5-3. Minor subdivisions.

- (A) *New Subdivisions.* A parcel of land is eligible for subdivision through the minor subdivision process if it meets the following criteria:
- (1) The subdivision results in no more than three lots except as permitted within a common interest community subdivision. See Subsection (B) below.
 - (2) All lots are adjacent to a dedicated and accepted public street.
 - (3) The public improvements required by these regulations are:
 - (a) Already in existence and available to serve each lot, or
 - (b) Individual lot service line stub improvements are completed and services are available at each lot, or
 - (c) Only for lots in commercial zoning districts with no existing building on the lot, and such improvements may be deferred until construction of a building on said lot. A Certificate of Occupancy shall not be issued until the improvements required by these regulations for said lot are installed, inspected, and approved by the City. The plans for such improvements shall be reviewed and approved by the City prior to commencement of construction. The plat shall specify what improvements are so required, and may include additional easements, plat notes or restrictions as appropriate to implement these provisions, or
 - (d) For minor subdivisions creating only two lots in which one lot is already devoted to use as a single household dwelling and to which services for that lot are already in place. The remaining lot may not be issued any building or construction permits until the public improvements necessary to serve the same have been installed, inspected and approved by the City, or the lot is approved for further subdivision.
 - (4) Each proposed lot will meet requirements of Chapter 7, Zoning, without the necessity for any variance.
 - (5) No part of the subdivision has been approved as part of a minor subdivision within three years prior to the date of submission of the minor subdivision plat.
 - (6) No material changes to prior plat notes, restrictions or easements are proposed.
- (B) *Common Interest Community Subdivisions.* A common interest community subdivision may be processed as a minor subdivision if all of the following criteria are met:
- (1) Is proposed for development of properties contained within a previously approved and recorded subdivision plat.
 - (2) Meets all applicable conditions of the plat governing the original subdivision.
 - (3) Complies with the required City platting conditions in Subsection (A) above.
 - (4) Complies with the requirements of C.R.S. § 38-33.3-101 et. seq. (sublots and common interest community units are not lots for purposes of compliance with this Section).

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- (5) Is consistent with the representations made by the property owner and/or applicant for subdivision approval which created the lot proposed to be further subdivided as a common interest community subdivision.
 - (6) Results in a change of ownership or marketing regime consistent with the basis upon which creation of the lot being proposed for common interest community subdivision was based.
- (C) *Minor Plat Amendments.* Previously-approved subdivision plats may be amended through the minor subdivision process if they meet the following criteria:
- (1) The plat, as amended, reduces the number of lots within the subdivision, i.e., a lot consolidation; or the nature of the amendment is de minimis, e.g., a boundary line adjustment, lot line correction, duplex conversion, easement adjustment, or similar minor plat modification.
 - (2) All lots are adjacent to a dedicated public street.
 - (3) The lots are part of a subdivision plat which has been approved and/or accepted by the City and recorded in the Montrose County Records.
 - (4) The improvements required by these regulations are already in existence and available to serve each lot, or if not yet constructed, are secured as a part of the original subdivision approval.
 - (5) Each lot will meet requirements of the applicable City zoning regulations without the necessity for any variance. No material changes to prior plat notes, restrictions or easements are proposed.
- (D) *Procedure.* Submittals of sketch plans and preliminary plats are not required for minor subdivisions. The minor subdivision application shall conform to all applicable final plat requirements. All fees related to this Section shall be as set forth in Chapter 3-1 of the City of Montrose Regulations Manual. The final plat for a minor subdivision shall contain certification on forms approved by the City to document approval of the plat.
- (1) The City Manager may either approve, disapprove or conditionally approve the final plat subject to compliance with any minimum design standards; dedication of additional right-of-way, easements, open space or park land; or installation of additional improvements. Final plats shall not be recorded until required public and private improvements are installed and approved by the City.
 - (2) Upon approval by the City land use staff, the plat of the minor subdivision shall be submitted in final form on one reproducible mylar, with all requisite signatures, and also in a digital format acceptable to the City, and compatible with City computer systems.
- (E) *Limitation of Eligibility.* Any subdivision not qualifying as a minor subdivision is a major subdivision. For the purpose of interpreting the requirements of this Section, any proposed minor subdivision which is clearly intended to evade the major subdivision regulations or would result in a de facto major subdivision through the combination of previous contiguous and/or consecutive minor subdivisions is not eligible for minor subdivision. A minor subdivision shall only be used one time on a previously unsubdivided parcel of land.

Sec. 11-5-4. Sketch plan.

- (A) *Purpose.* Sketch plan review provides an opportunity to determine whether an application will comply with the City's subdivision review and approval criteria, and to address any issues of concern early in the review process. The sketch plan is a conceptual version of the preliminary plat showing the general subdivision layout, access, street and lot pattern, location of parks, open space tracts, trail corridors, and other tracts for utilities or services.
- (B) *Review Procedure.* The sketch plan application shall be reviewed by the City in accordance with Section 11-4-2 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process.
- (C) *Review Criteria.* A sketch plan shall comply with the following review criteria:
 - (1) The proposal shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations and will be reviewed, considering the following at a minimum:
 - (a) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;
 - (b) Availability of water, means of sewage collection and treatment, stormwater drainage, access and other utilities and services;
 - (c) Compatibility with the natural environment, wildlife, vegetation and unique natural features;
 - (d) Adjacent streets and traffic flow, including pedestrian access; and
 - (e) Availability of fire, police and other emergency services protection.
 - (2) An applicant intending to immediately develop only a portion of a full tract shall nevertheless submit an informal sketch plan for the entire tract showing their present plans for its eventual development.

Sec. 11-5-5. Preliminary plat.

- (A) *Purpose.* The purpose of the preliminary plat is to provide the City with an overall master plan for the proposed subdivision. The preliminary plat is more detailed than the sketch plan and should incorporate the comments and guidance provided during the sketch plan process. It includes the layout of the subdivision, engineering design studies, and final engineering design, with all bearings, distances and survey monumentation.
- (B) *Review Procedure.* The preliminary plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A preliminary plat shall comply with the following review and approval criteria:
 - (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;

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- (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access and efficient emergency response to all lots proposed in the subdivision;
 - (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
 - (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for compatibility with unique or distinctive natural areas, scenic areas and views, natural landmarks, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The preliminary plat and proposed improvements shall comply with all requirements of this Chapter, other applicable City design and construction specifications and standards and all applicable County, State, and Federal Regulations.
- (D) *Notice to Proceed.* No construction of the required subdivision improvements shall commence until approval of the preliminary plat by the City Council and submittal of both a reproducible mylar of the preliminary plat, as finally approved with signed certificates as required by the City, and a copy of the preliminary plat in a digital format acceptable to the City and compatible with City computer systems. Upon approval and submittal of the reproducible mylar of the preliminary plat, and supporting documentation as required, the City shall provide signed copies of the preliminary plat which shall serve as notice to proceed with construction of the required subdivision improvements, both public and private.

Sec. 11-5-6. Final plat.

- (A) *Purpose.* The purpose of the final plat is to complete the subdivision of land in conformance with all the applicable requirements and standards of the City. The final plat shall correspond in every significant respect with the preliminary plat as previously approved. A complete review is conducted of the final subdivision design, with all bearings and distances, survey monumentation, and certificates of approval included on a document suitable for recordation.
- (B) *Review Procedure.* The final plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A final plat shall comply with the following review and approval criteria:

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- (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;
 - (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access and efficient emergency response to all lots proposed in the subdivision;
 - (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
 - (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The final plat is generally consistent with the preliminary plat, as applicable and proposed improvements comply with all requirements of this Chapter, other applicable City design and construction specifications and standards and all applicable County, State, and Federal Regulations.

(D) *Additional Provisions.*

- (1) No land shall be subdivided, or any parcel thereof sold or conveyed, until a final plat has been approved and either a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion has been issued in accordance with this Section.
- (2) Any conditions or improvements imposed on the applicant by the City Council under the preliminary plat approval must be shown on the final plat and either completed, or accompanied by the appropriate security under Section 11-5-12, prior to approval by the City Council.
- (3) The final plat may be submitted for a portion of the preliminary plat, or phased, subject to the following conditions:
 - (a) The applicant has submitted a phasing plan that has been approved as a part of the preliminary plat, or if subsequent to that time, as an amendment of the approved preliminary plat.
 - (b) All required improvements, utilities and road infrastructure must be accessible to the remaining aggregate of unsubdivided land, or outlot.

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- (c) In instances where completion of required improvements, utilities or road infrastructure within the outlot is determined by the City to be necessary as a condition of approval of that final plat, the developer shall be required to complete said improvements, utilities or road infrastructure upon approval of that final plat. This may include, but not be limited to, completion of necessary road infrastructure, stormwater drainage system, trails and park development.
 - (4) No final plat shall be approved by the City Council until:
 - (a) All of the public improvements required by these subdivision regulations have been installed, inspected and approved by the City Engineer, or properly secured in accordance with the provisions of Section 11-5-12 on forms approved by the City.
 - (b) As-built plans, supporting documentation, certificates and data for completed utility improvements have been provided, reviewed and accepted by the City Engineer and provided in a digital format acceptable to the City and compatible with City computer systems. All as-built plans, supporting documentation, certificates and data for completed utility and infrastructure improvements shall be signed and stamped by a registered Colorado professional engineer.
 - (c) The final plat has been submitted in final form on reproducible mylars, with all requisite signatures, and also in a digital format acceptable to the City, and compatible with City computer systems.
 - (d) Payment to the City of any atypical costs incurred by the City within the subdivision review process, which costs are specifically subject to reimbursement.
 - (e) The security for the two-calendar year construction warranty has been provided by the subdivider in a form acceptable to the City.
 - (5) Following City Council approval of the final plat and verification that the documentation has met all applicable codes and regulations, the final plat shall be executed by the appropriate City staff and recorded with due diligence.

Sec. 11-5-7. Reserved.

Sec. 11-5-8. Issuance of building permits.

- (A) Until any required public improvements are accepted by the City, the City shall not be obliged to issue any building permits within a subdivision, except as provided herein. Provided that all other applicable City codes and regulations have been satisfied, building permits may be issued only to the subdivider for any property with an approved Preliminary Plat. The subdivision must have sufficient access and water to allow for adequate fire protection as determined by the fire protection district. No certificates of occupancy, temporary or otherwise, shall be issued unless and until:
 - (1) All required public and private on- and off-site improvements have been completed;
 - (2) A Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion has been issued by the City; and
 - (3) A final plat has been approved and recorded.

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- (B) A Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion shall evidence City inspection and approval.

Sec. 11-5-9. Land dedication and Fees in Lieu.

(A) *Purpose & Intent.*

- (1) The purpose of the land dedication requirement is to provide public park, open space, trail, and school facilities and/or services made necessary as a consequence of a subdivision, in an amount roughly proportional to the impact of the subdivision upon such facilities and/or services or the increased need for them brought about by a subdivision. New residential subdivisions require these services provided through municipal facilities which are constructed, in part, through dedication of land necessary to construct the facilities. Absent land dedication by new subdivisions, sufficient land may not be made available at the time of subdivision to provide necessary services to new residents. In order to provide public services, the City requires certain dedications of land or in the appropriate circumstances, payment of fees-in-lieu of such dedication.
- (2) It is the intent of this Section to preserve natural and scenic areas and provide for the public health, recreational, and educational needs by ensuring that school, recreational, and open space land and trails are available to the residents and/or employees of developments in conformance with the City's Comprehensive Plan as updated from time to time.

(B) *Dedication procedure.*

- (1) The amount, location, and nature of land interests to be dedicated shall be established prior to final subdivision plat approval. Land dedications and/or conveyances shall be made as a condition of final plat approval and shall be implemented in one or more of the following ways, as appropriate and as provided in the final plat approval:
 - (a) A fee simple dedication to the City granted via plat note on the final plat;
 - (b) A fee simple conveyance to the City granted via general warranty deed;
 - (c) A fee simple dedication to the school district of a school site via plat note on the final plat;
 - (d) A fee simple conveyance to the school district via general warranty deed; and/or
 - (e) Payment of fees-in-lieu of land dedications where permitted and approved by the City.
- (2) Whenever a subdivision application involves land that is to be dedicated and/or conveyed to the City, the applicant shall submit, with the final plat application, a title insurance commitment indicating the land is owned by the applicant free and clear from all liens, encumbrances and restrictions.
 - (a) Title insurance shall be provided by the applicant in an amount equal to the approximate value of the property to be dedicated and/or conveyed, as approved by the City.

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- (b) The executed deed, if applicable, and the payment of the premium for the title insurance policy shall be delivered to the City prior to the recording of the final plat.

(C) *Land dedication standards.*

- (1) *General Requirements.* Every approved subdivision shall convey land for the purpose of providing parks, open space, trails, school sites, and other public uses. The standards herein are minimum standards and the City may require dedications and improvements greater than the minimum to adequately meet the needs created by the development.
 - (a) The City Council shall determine the suitability of the land and improvements proposed for dedication in consideration of the intended purpose of the dedication.
 - (b) The City may consider recommendations from other agencies which would be directly involved in the development and service of those areas.
 - (c) Parks, open space, and trails shall be dedicated to the City in conformance with the requirements herein and the adopted standards of the City Comprehensive Plan as may be updated from time to time.
 - (d) Parks, open space and trails shall be situated within floodplains instead of developed lots when reasonable to do so.
- (2) *Improvement Required.* Any land to be dedicated to the City shall be improved by the developer per the timetable specified at time of final plat subdivision approval for use as park, open space, and/or trails.

(D) *Park Land Standards.* Dedication of land for park purposes shall be based upon the following standards. In the event the subdivider disagrees with the calculation provided by the City, the subdivider may request continuation of final plat review and fund an independent study under Section 11-5-9 (I):

- (1) Subdividers shall dedicate to the City developed park land based upon a formula of seven acres of developed and usable park land per density of 1,000 residents, calculated at build-out of the proposed subdivision. For the purpose of this calculation, it shall be assumed that each residential unit shall house an average of two and one-half residents.
- (2) Those developments that dedicate adequate quantities and qualities of park land acceptable to the City, in the City's sole discretion, shall not be required to pay the money in lieu of park land dedication. Only park land dedicated to the City of Montrose, and approved by the City, in the City's sole discretion, that meets the City's Comprehensive Plan, the minimum design standards as set forth herein, and that is improved to meet the City's park standards and specifications, shall qualify to relieve the subdivider of payment of money in lieu of park land dedication.
- (3) Developed park land proposed for dedication or conveyance to the City shall require prior submittal and approval of a park plan by the City, which plan shall address the City's park standards and specifications.
- (4) When authorized by the City, the required dedication of developed park land may be partially or wholly substituted by alternative dedication and/or preservation of open space

areas such as riparian habitat, wetlands habitat, wildlife habitat and view corridors as approved by the City.

- (5) Parks that are sized, developed, and located to meet the needs of the City and constructed in accordance with City standards and specifications may be dedicated to the City, and if so dedicated, shall be available for use by the public.

(E) *Trail and Sidewalk Standards.*

- (1) Trails shall be dedicated as needed to serve the recreational and transportation needs of the subdivision in conformance with the Comprehensive Plan, and shall provide links to schools, the local and regional trail system, parks and open space areas, commercial and employment areas, public transit, community facilities such as libraries, and other destinations. Trails should be provided adjacent to or within natural and scenic areas and open space areas, when possible, in a manner that provides a recreational corridor without degrading the natural or scenic resource.
- (2) Sidewalks and recreation trails shall be integrated with existing and planned sidewalks and recreation trails in accordance with the City's Comprehensive Plan. The owner of each project shall dedicate the appropriate easements and/or rights-of-way consistent with said plans.
- (3) All sidewalk and recreational trails shall be available for use by the public.

(F) *Open Space and Watercourse Standards.*

- (1) If required by the City, open space shall be dedicated as necessary to preserve significant natural areas such as buttes, bluffs, and other geologic formations, water bodies/resources, wildlife habitat areas, fragile ecosystems (wetlands) riparian areas, floodplains, native trees and shrubs and/or other significant native vegetation. Open space shall also be dedicated as necessary to preserve lands which preserve significant views, provide transitions between different densities and uses (buffers) and otherwise serve to give shape and form to the proposed development and surrounding community.
- (2) Public access is not required for open space dedications.
- (3) Natural watercourses may be developed and preserved consistent with City floodplain management regulations, Storm Drainage Requirements and Federal Clean Water Act Section 404 Permit requirements, to minimize safety, environmental, and other hazards, and shall be integrated with the City's Comprehensive Plan for such watercourses whenever feasible.

(G) *Fees in Lieu of Dedication.*

- (1) In the event the dedication of required park land is not deemed suitable or not in the public interest within the development, the City Manager is hereby authorized to require the applicant, in-lieu thereof, to pay the City a fee-in-lieu-of land based on the amount of required land dedication as calculated in Section 11-5-9(D) above, and pro-rated using the average value of land in the City plus the cost per acre of constructing the improvements for that type of facility. Such fee may be updated from time to time to reflect current market land values and costs of the improvements and shall be adopted by Resolution and included in the City's fee schedule.

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- (2) Alternatively, and if approved by the City Manager, the subdivider may develop or contribute to the improvement of an off-site facility if said facility conforms to the adopted standards in the Comprehensive Plan. Nothing contained herein shall be construed to prevent the City Manager from requiring that part of the park land dedication requirement be made in the form of dedicated land, and that part of such requirement be made in the form of cash in-lieu of the remaining requirements for such land.
 - (3) When in-lieu payments are permitted, the following standards apply:
 - (a) Lot or Unit x 0.0175 (acres park land per lot or unit) x \$90,000.00 (value per developed park land acre, based upon \$25,000.00 per acre undeveloped land value plus \$65,000.00 park land development cost) = \$1,575.00 per lot or unit.
 - (b) Monies collected in lieu of park land dedication shall be collected at time of issuance of building permit, and placed into a City park development fund to be earmarked for future acquisition or development of parks, opens space, or trails. No security as set forth in Section 11-5-12 shall be required.
 - (4) Monies paid in lieu of park land dedication pursuant to this Section are to enable the City to provide parks in the proper locations, and of the proper sizes to serve the citizens of the City.

(H) *Relationship to useable open space.*

- (1) Useable open space, as defined in Section 11-15-2 of this Title, shall not be a substitute for the dedication of park land, or money in lieu of park land dedication.
- (2) All non-public common areas, parks and open spaces shall be held in private ownership and maintained in perpetuity, with appropriate platted restrictions on use and covenants for ownership and maintenance in accordance with the provisions of Section 11-5-11 (B).
- (3) For useable open space within Planned Developments, see Sec. 11-7-8(B) (2).

(I) *Site specific dedication study.*

- (1) In the event that the applicant disagrees with the City's determination concerning dedication of land and/or payment in lieu of dedication, the applicant may request a continuation of any subdivision processing and review by the City, in order for the applicant to prepare a private study evaluating the demand for public facilities made necessary or generated by the proposed development. Upon receipt by the City of the applicant-funded study, the subdivision review process shall recommence.
- (2) Such study shall be undertaken at the applicant's cost by a licensed professional engineer or other professional approved in advance by the City.
- (3) To the greatest extent possible, the study shall include an evaluation of the City's present supply or capacity and present demand for all public facilities and/or services required by the proposed development.
- (4) The study shall identify and quantify the additional demand placed upon such public facilities and/or services by the proposed development.

(5) The study shall identify the necessary public land and improvements required to be dedicated or constructed by the applicant in order to serve the demand generated by the proposed development.

(6) Such study shall be considered by the City in determining the required dedication of land.

(J) *School land dedication requirements.*

- (1) Based upon conversations with both the City staff and School District staff during the pre-application phase of any project at the time of filing a sketch plan or preliminary plat for approval, the applicant shall, as part of such filing, either:
 - (a) Designate the general area or areas the applicant proposes to set aside for school site(s) and shall indicate the number of acres proposed for such uses and the number of proposed dwelling units in the development; or
 - (b) Agree to make payment of cash-in-lieu of land in an amount as set forth in Section 3-1 of the City of Montrose Regulations Manual; or
 - (c) Request waiver of the requirement to provide for school land dedication or payment in lieu, per Section 11-5-9 (K) below.
- (2) The preliminary plat and final plat of a proposed subdivision shall designate specific areas proposed for use as school sites, the number of acres so designated, and the proposed number of lots by dwelling unit type in the subdivision; or, the waiver of this requirement and agreement to provide cash in-lieu-of land; or a plat note indicating that no children will be generated by the development.
- (3) School sites dedicated through this procedure shall conform to the school site size requirements and site criteria policy adopted by the School District and incorporated herein by this reference.
- (4) *Determination of School Land Dedication.* If the City Council determines that the dedication of land for school purposes is appropriate, then the applicant shall convey the property and all improvements located thereon in the manner permitted by Section 11-5-9(B) to the School District at the time of recording of the final plat.
- (5) *Fees in-Lieu of Land or Guarantee of Future Land Dedication.* When, after recommendation of the School District, dedication of all or portions of required school lands is not deemed feasible or in the public interest, in that event the City Council shall require the payment of fees in-lieu thereof.
- (6) Monies collected in lieu of school land dedication shall be collected at time of issuance of building permit (or Certificate of Occupancy for those buildings commenced prior to final plat approval) and disbursed to the School District on a quarterly basis. No security as set forth in Section 11-5-12 shall be required.
- (7) The following shall be exempted from school land dedication requirements or payment-in-lieu-of fees:
 - (a) Skilled nursing facilities as defined in the Section 11-15-2 of this Title;
 - (b) City-approved subdivisions that are subject to recorded covenants restricting the age of the residents of said dwelling units such that the dwelling may be classified

as housing for older persons pursuant to the Federal Fair Housing Amendments Act of 1988.

(K) *Waiver of Requirements.*

- (1) The City Council may waive the required dedication of land or the payment in lieu of dedication of open space, parks, trails and/or school lands in the following cases:
 - (a) When the project has already been fully developed and the subdivision of land is necessary to bring the land into conformance with the as-built or as-constructed development;
 - (b) When the development does not result in any increase in demand for parks, trails, or open space; or
 - (c) With respect to school land dedication, the School District approves a waiver request under Section 11-5-9 (J).

Sec. 11-5-10. Required Public Improvements.

- (A) All subdivisions shall be provided, at the expense of the subdivider, and subject to applicable zoning criteria, with the following public improvements as required to serve the subdivision and to mitigate its impacts.

- (1) Street improvements:
 - (a) Paved streets;
 - (b) Paved alleys, if required by the City;
 - (c) Street signs;
 - (d) Street lights; and
 - (e) On- and off-site traffic mitigation improvements as identified in the subdivision's Traffic Impact Study as necessary to safely support the development.
- (2) Curbs, gutters, sidewalks and accessibility ramps.
- (3) Parks, open space and recreation trails.
- (4) Public utilities:
 - (a) A water system including fire hydrants and fire mains;
 - (b) A sanitary sewer system;
 - (c) A stormwater system; and
 - (d) Other public utilities, including gas, electricity, and a minimum of three conduits for telecommunications.
- (5) Drainage facilities and waterways.
- (6) Survey monuments.
- (7) As applicable, off-street parking, mailbox location areas and bus stops with accessibility ramps.

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- (B) Other improvements required as a condition of approval and found to be roughly proportional to the impacts being mitigated. All public improvements shall be subject to applicable City minimum design standards, regulations and specifications.
 - (C) Public improvements shall be secured by warranty and security instruments as required by Section 11-5-12.

Sec. 11-5-11. Private improvements.

- (A) The subdivider may provide, or may be required to provide as a condition of certain private improvements, as specifically referenced below, to serve the subdivision and to mitigate its impacts, and in accordance with duly adopted City standards, if applicable, to include:
 - (1) Recreational facilities, parks, open space and trails;
 - (2) Drainage facilities and waterways;
 - (3) Mailbox location areas;
 - (4) Berms, screening and buffers; and
 - (5) Other private improvements required as a condition of approval.
- (B) Such improvements shall be privately-owned and/or -maintained, and the plat shall contain appropriate restrictions and/or covenants, in form approved by the City Attorney, governing use, ownership and maintenance in perpetuity enforceable by the City, providing for recovery of the City's costs by liens or assessment against the property in the subdivision. Such improvements shall be completed prior to issuance of building permits pursuant to Section 11-5-8.

Sec. 11-5-12. Security, warranty and acceptance of improvements.

- (A) If the subdivider wishes to have the final plat approved prior to the installation, inspection and approval of all required improvements, the subdivider must provide security incorporated into a subdivision improvement agreement to guarantee the completion of all required improvements within one year, and all landscaping improvements within two calendar years after approval of the final plat in accordance with this Section.
 - (1) Said security shall be in the form of:
 - (a) A subdivision improvements agreement, in a form approved by the City Attorney, in an amount to be verified by the City Engineer equal to 150 percent of the pro rata cost to complete the improvements necessary to serve said lots; or
 - (b) A cash escrow deposited with the City or a clear irrevocable letter of credit in an amount to be verified by the City Engineer equal to 150 percent of the pro rata cost to complete the improvements necessary to serve said lots.
 - (2) Funds in any escrow account shall be returned to the subdivider upon the issuance of either a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion, depending on the circumstances.
 - (3) Security shall not be required for money in lieu of payments relative to park land and school land dedications provided in Section 11-5-9 (D) and (J), as such money

payments shall be collected upon issuance of building permits relative to subdivided lots or units.

- (4) Even though a final plat will have been recorded, when a subdivider chooses to secure required improvements with a subdivision improvement agreement, as a part of that agreement, the subdivider shall agree not to sell, transfer, offer for sale or otherwise convey any portion of the property, including lot, unit or outlot, prior to the issuance of a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion, depending on the circumstances. A sale or other transfer of the entire subdivision is permitted once the purchaser has provided the necessary security.
- (B) The subdivider shall complete all required improvements within one year, and all landscaping improvements within two calendar years of the approval of the final plat by the City Council. In the event that all necessary on- and off-site improvements are not completed, inspected and approved within two calendar years of the date of the approval of the final plat by the City Council, no further building permits, occupancy permits, water taps or sewer taps shall be allowed by the City in such subdivision until such improvements are completed. It shall then be unlawful to sell any further lots in the subdivision until all necessary on- and off-site improvements are completed.
- (C) The City Council may authorize extensions of time to complete all improvements beyond the one and two-year limitations as set forth herein.
- (D) Following the completion of required improvements and submission of the as-built plans, the City Engineer shall conduct an inspection and if the improvements are in accordance with the requirements of these and other applicable regulations and good engineering and construction standards, shall issue a Preliminary Letter of Infrastructure Completion as provided herein.
 - (1) A Letter of Substantial Completion may be issued when only landscaping and irrigation facilities are incomplete and secured as provided in Subsection 11-5-12 (A) of this Section.
 - (a) In the case of subdivisions that have been issued a Letter of Substantial Completion, upon completion of the outstanding improvements and submission of the as-built plans therefor; the City Engineer shall conduct an inspection and shall issue a Preliminary Letter of Infrastructure Completion, if all required improvements are in accordance with the requirements of these and other applicable codes and regulations and good engineering and construction standards.
 - (2) The subdivider shall warrant the public improvements against defects or failures in workmanship or materials for a period of two calendar years from the date of the Preliminary Letter of Infrastructure Completion. During this two-calendar-year construction warranty period, the City will, as applicable, assume the responsibility for snow removal within public rights of way in regard thereto, but the subdivider shall remain responsible for all other maintenance and to correct all defects or failures that appear in any such public improvements during the construction warranty period.
 - (a) The City shall determine what constitutes a defect or failure in its sole discretion, provided that such are not the result of public abuse, misuse or normal wear from

use. The City Engineer shall notify the subdivider in writing of such defect or failure, setting forth a list of specific deficiencies. If within 30 days after the City has notified the subdivider of a defect or failure, the subdivider has not started or completed the required repairs, provided construction drawings and a proposed repair schedule for City review and approval, or submitted a written objection to the to the City's request for repair work, the City is hereby authorized to make the repairs or replacements or to order the work be done by a third party. The City may authorize a temporary repair if necessary due to weather conditions or materials availability. The subdivider shall pay the cost of any repair work. Any appeal of the City Engineer's repair or replacement requirements shall follow the appeal process pursuant to Chapter 4-1-6 of the City Code.

- (b) At the end of the warranty period, the subdivider shall request, in writing, that the City Engineer perform a final inspection of the improvements to facilitate the completion of the construction warranty.
 - (i) The City Engineer shall conduct an inspection of all public improvements, and upon final approval, as evidenced by the City's issuance of a Letter of Infrastructure Completion and Acceptance, the City shall accept the improvements, and the security held by the City shall be returned to the subdivider.
 - (ii) All public improvements, including all physical facilities constructed by the subdivider necessary for the extension, maintenance and repair of municipal utility services and other public facilities constructed by the subdivider in public rights-of-way, easements, streets or alleys shall become the property of the City immediately upon the issuance of the Letter of Infrastructure Completion and Acceptance by the City Engineer.
 - (iii) Following such conveyance, the City shall be solely responsible for the maintenance of such public improvements, unless otherwise provided for by agreement, except for any correction work required during the warranty period.
- (c) Any repairs or replacements noted in the final inspection shall be completed prior to the issuance of the Letter of Infrastructure Completion and Acceptance.
 - (i) Upon notification, the subdivider shall promptly make all repairs or replacements in accordance with a repair plan prepared by the subdivider and approved by the City, which repair or replacement, in the opinion of the City, arose out of defects or failures and became necessary during the construction warranty period.
 - (ii) The subdivider shall warrant each repaired and/or replaced improvement or any portion or phase thereof for one calendar year following acceptance of such repair and/or replacement.
 - (iii) Inspection of any improvements does not constitute a waiver by the City of any rights or remedies that it may have on account of any defect in or failure of the improvements that are detected. The construction warranty shall

continue until the Letter of Infrastructure Completion and Acceptance is provided in writing to the subdivider.

- (3) The subdivider may, at the subdivider's option, provide the City financial security for the two-calendar year construction warranty in one or a combination of the following forms only:
- (a) A cash escrow in the amount of 15 percent of the total construction cost of all public improvements required by the final plat.
 - (b) A letter or letters of credit on forms acceptable to the City, in the amount of 15 percent of the total construction cost of all public improvements required by the final plat.
 - (c) It is the responsibility of the subdivider to maintain the necessary amount of security at all times until all public improvements are completed and accepted by the City.
 - (d) The City shall not be obligated to administer burdensome security arrangements.
 - (e) The City shall require a construction warranty backed by financial security prior to issuance of a Preliminary Letter of Infrastructure Completion.
 - (f) The security shall be available for the City to use to correct any defects or failures in accordance with City specifications during or after the construction warranty period in the event the subdivider is unable or unwilling to perform any repair or replacement of the improvements in a timely fashion. The use of the proceeds from the security is a remedy that is cumulative in nature and is in addition to any other remedies that the City has at law or in equity.

Sec. 11-5-13. Minimum design standards.

(A) *Minimum Standards, Conformity to Preliminary Plat, and Approval Required.* All public improvements shall be constructed in accordance with the minimum standards set forth below or other applicable City design and construction specifications and standards, and other applicable City ordinances or regulations. All public and private improvements shall be in substantial conformity with the preliminary plat as approved, the City Comprehensive Plan and amendments thereto, and in accordance with good engineering and construction practices. All plans must be approved in advance by the City Engineer.

(B) *Minimum Standards.*

(1) *Streets.*

- (a) Subdivider shall be required to make and install improvements to existing streets within and abutting the subdivision and/or other areas outside the subdivision or any filing thereof being considered, including, but not limited to, curbs, gutters, sidewalks and street paving improvements, when the subdivision and developments thereof will directly create a need for said improvements outside the subdivision itself, if necessary to properly serve the subdivision.
- (b) In those cases where the City determines that the immediate improvement of the abutting street, or other on-site or off-site improvements, is not currently practical,

or should be delayed, or the costs of such improvements should be shared with additional property likely to use and be benefited by the improvements, the developer may be allowed to execute recordable covenants on the plat or separately in a form provided by the City, binding the lots in the subdivision to future assessments or participation in an improvement district for the construction of such improvements.

- (c) Wherever topography will permit, the arrangement of the streets shall provide for the dedication and construction of street stubs to align with existing or future streets to adjoining developing or developable areas.
- (d) Cul-de-sacs shall terminate in a circular turn-around having a minimum right-of-way of at least 100 feet in diameter, and a paved turn-around with a minimum outside diameter of 80 feet. Cul-de-sacs shall be not less than 100 feet long, and not more than 500 feet long, as measured from the center of the cul-de-sac bulb to the center of the intersecting street; use of cul-de-sacs is limited to places where street connections would be impractical.
 - (i) Cul-de-sacs longer than 300 feet shall require a recreation trail connection at the end that provides connectivity to the nearest City street.
- (e) Temporary dead-end streets which extend for a distance greater than the depth of one abutting lot shall be provided with a temporary turn-around having a diameter of at least 80 feet.
- (f) Whenever a new street is proposed along the edge of the subdivision, the entire street shall be dedicated and improved within the subdivision.
- (g) No more than two streets shall intersect at any point. Intersections shall be as near as practicable to 90 degrees. A street shall have a minimum straight distance of 100 feet from the intersection before it may be curved.
- (h) A straight section of 100 feet shall be provided between reverse curves on all streets.
- (i) All lots in the subdivision shall have direct access to a dedicated street, subject to the following exceptions:
 - (i) One or more private shared access drives may be used to provide access for up to no more than four dwelling units each, subject to City Manager approval, in residential zoning districts. Shared access drives shall not be used as an extension of a cul-de-sac.
 - (ii) Reciprocal access easements may be approved to accommodate subdivisions with multiple commercial units sharing a contiguous parking area in commercial zoning districts.
- (j) Any two local streets which intersect a common third local or collector street shall have centerlines no closer than 175 feet from one another. Any two local streets which intersect a common third minor arterial or major arterial street, shall have centerlines no closer than 350 feet from one another.

- (i) The City may limit access to major arterial or minor arterial streets to facilitate traffic flows, or to promote public safety.
- (k) The maximum block length, as measured from the centerline of the nearest intersecting streets, shall be a maximum of 700 feet.
- (l) Street names must be approved by the City and respective 911 authority.
- (m) Streets shall be developed in accordance with the City's Comprehensive Plan roadway cross sections, the City's engineering specifications, as applicable, and the table below. The minimum dedicated rights-of-way and street widths shall be as shown in Table 5.1.

Table 5.1
Minimum Dedicated Rights-Of-Way and Street Widths

Street Classification	Minimum Right-of-Way	Minimum Street Width Urban = Width (Distance Between Curb Flowlines)
Major Arterial	124 feet *	92 feet
Minor Arterial	80 feet *	Varies with traffic volume and whether parking is allowed, see engineering specifications for road widths
Collector	70 feet	46 feet
Local	50 feet	28 feet with detached 5-foot sidewalk; 36 feet with attached 6-foot sidewalk
Planned Developments	40 feet	27 feet with attached 6-foot sidewalks. Supplemental off-street parking may be required.
* ROW width shall be increased by 12 feet within 500 feet of an arterial cross street intersection to allow a double left turn lane.		

- (n) Subdivisions which include any part of an existing platted street which does not conform to the minimum right-of-way requirements of these regulations may be required to provide additional width necessary to meet the minimum right-of-way requirements of these regulations.
- (o) No street grade shall be less than one-half of one percent or exceed the maximum grade shown in Table 5.2.

Table 5.2
Maximum Street Grade

Street Classification	Maximum Percent Grade	Minimum Radius of Curve	Minimum Sight Distance*
Major Arterial	5 percent	400 feet	500 feet
Minor Arterial	5 percent	400 feet	500 feet
Collector	8 percent	300 feet	300 feet
Local	8 percent	100 feet	200 feet
* As measured between points four feet above the centerline of the street.			

- (p) Alleys shall be provided at the rear of lots within the commercial zoning districts, or as otherwise approved by the City. Alleys shall be 20 feet in width and shall be paved in accordance with City specifications.
- (2) *Curb, Gutter, Sidewalks and Trails.*
 - (a) Curb, gutter, and sidewalks or recreation trails shall be provided along all roadways consistent with the City's Comprehensive Plan.
 - (i) Six-foot detached concrete sidewalks are required on collector streets.
 - (ii) Five-foot detached or six-foot attached concrete sidewalks are required for local streets.
 - (iii) A 10 foot wide concrete recreation trail on one side and 6 foot detached concrete sidewalk are required on the other side of major and minor arterial roadways, as directed by the City.
 - (iv) Recreation trails with alternative non-hard surfaces and narrower widths may be approved in those instances where such trails are secondary to existing or proposed concrete recreation trails, and do not serve as connectors to the City's recreation trail system, as denoted within the City's Comprehensive Plan.
 - (b) Sidewalks shall be located and constructed as necessary to interconnect the subdivision and lots therein with the network of City sidewalks and recreation trails.
 - (c) Accessibility ramps shall be provided in accordance with the US Access Board Public Right of Way Accessibility Guidelines (PROWAG).
 - (d) The City may elect to require over-sizing of any sidewalk and participate in cost sharing thereof.
 - (e) The City may require any sidewalk to be wider than those standards set forth herein, upon a finding that such greater widths are necessary to serve the subdivision, due to:
 - (i) High density of the subdivision;
 - (ii) Special needs of the residents of the subdivision; or

(iii) Connection to existing wider sidewalks or recreation trails.

(3) *Blocks and Lots.*

- (a) In residentially zoned districts, blocks shall be wide enough to permit two lots between lengthwise streets.
- (b) The building line for residential lots on collector streets shall be set back 25 feet from the front property line.
- (c) The building line on corner lots shall be set back 25 feet from both street front property lines.
- (d) Lots which abut a street in the front and the rear shall be avoided except where a railroad right-of-way, a major arterial or minor arterial street is located to the rear of the lot, in which case such a lot shall have a minimum depth of 125 feet.
- (e) Every lot shall front on a designated collector or local street, subject however, to the following exceptions:
 - (i) One or more private shared access drives may be used to provide access up to no more than four dwelling units each, subject to City approval, in residential zoning districts. Shared access drives shall not be used as an extension of a cul-de-sac.
 - (ii) Private access easements may be provided, subject to City approval, in subdivisions within commercial zoning districts across parking lot areas;
 - (iii) In such instances, the shared access improvements shall be subject to City specifications and the restrictions set forth in Section 11-5-11 (B).
- (f) No residential lot shall front on a major arterial or minor arterial street. No access shall be permitted directly from a residential lot to a major arterial or minor arterial street.
- (g) The lot depth shall not be more than three times the lot width at the front of the building line of the principal structure.
- (h) Access drives and intersections shall comply with City access standards and the transportation plan. In addition, accesses onto County roads shall comply with applicable County regulations.
- (i) Lots shall be at least 50 feet in width at the front of the building line of the principal structure. Lots abutting cul-de-sacs shall have at least 25 feet of linear frontage to the cul-de-sac.
- (j) Sight triangles shall be shown on the plat as per the engineering specifications.

(4) *Public Utilities.*

- (a) All utilities shall be installed underground unless the City Engineer determines that soil or topographic conditions make that impracticable.
- (b) Utilities shall be installed prior to the paving of any street under which they are to be located and the individual service lines shall be connected and stubbed out

prior to paving, in order to avoid the necessity of cutting into the pavement to connect any abutting lots.

- (c) Utilities will be sized and placed as necessary to facilitate connection with future subdivisions and developments. With the exception of terminal lines and fire hydrant laterals where sufficient hydraulic capacity can be demonstrated, all water mains shall be a minimum eight inches diameter in all zoning districts. At a minimum, eight-inch diameter sewer main lines shall be provided in all zoning districts. Individually conveyable lots shall each require a singular water and sewer lateral connection to a public main line.
- (d) The City may elect to require over-sizing of the extended utility and pay for the cost of such materials accordingly.
- (e) City water and sewer systems shall be provided except where the City has required an alternative supplier by service area agreement with such alternative provider. In cases where alternative utilities are provided on a temporary basis, connection to City services shall be required at such time they are made available to the subject property.
- (f) In the event that City sewer service will not be available within a reasonable time period following final plat approval, engineered individual sewage disposal systems may be authorized by the City for those subdivisions occurring within the residential rural living zoning districts with lot sizes of five acres or greater. Advance City approval shall be required in each case.
- (g) All extension of City utilities shall require City approval and proper execution of City utility extension agreements. The extension of utilities shall be at the sole expense of the subdivider.
- (h) Prior to any installation or construction of utility extensions, the subdivider shall first submit proposed alignment location maps and engineered drawings for City approval. The subdivider shall acquire all necessary easements for the proposed utility location from all affected properties. The easements shall be conveyed to the City and executed on applicable City forms.
- (i) All utility extensions shall be subject to City inspection and approval.
- (j) All utility main line extensions, once approved by the City, shall be dedicated to the City with applicable utility easements. As-built plans and data shall be provided on hard copy in accordance with these provisions and in a digital format compatible with City computer systems.
- (k) Following the completion of any utility extension and submission of the as-built plans, the City Engineer shall conduct an inspection, and if the improvements are in accordance with the requirements of these and other applicable regulations and good engineering and construction standards, shall issue a Preliminary Letter of Infrastructure Completion.
 - (i) For a period of two calendar years thereafter, the subdivider shall be responsible for correcting all defects or failures that appear in such improvements.

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- (ii) At the completion of this two-calendar-year construction warranty period, upon written request from the subdivider, all public and necessary on- and off-site improvements shall again be inspected by the City Engineer, and upon final approval, may be accepted by the City, as evidenced by issuance of a Letter of Infrastructure Completion and Acceptance. The provisions set forth in Section 11-5-12(D) shall apply to improvements and construction covered by this Section.
- (5) *Piped Drainage Facilities and Waterways.*
- (a) Stormwater discharge improvements shall be engineered and approved in accordance with City specifications. stormwater retention on site shall be discouraged. When feasible to do so and when requested by the City Engineer, all ditches shall be piped and subject to platted easements to be dedicated either to the City or to the applicable owner of the ditch facilities. The City may elect to allow the location of piped ditch facilities within its rights-of-way at its discretion. Perpetual maintenance shall be provided pursuant to plat notes and/or City-approved covenants.
- (b) Permission shall be acquired, in writing, from all applicable owners of ditch facilities prior to improvements thereto.
- (c) No discharges of urban stormwater into any irrigation supply facilities shall be allowed. No discharges of urban stormwater into agricultural drainage ditch facilities shall be allowed, unless approved in writing by the owning interest in said drainage facilities.
- (6) *Monuments.* Monument quantity, type, and location shall be established and set in accordance with to Section 38-51-105, Colorado Revised Statutes, as amended from time to time.
- (7) *Street Lights.*
- (a) In all subdivisions, except for residential zoned rural living and estate subdivisions, streetlights shall be provided at all intersections.
- (b) In residential rural living zoning districts and estate subdivisions, street lights shall only be required at street intersections with major or minor arterials.
- (c) All streetlights shall conform to City standards and specifications, and with Chapter 11-9 of this Title.
- (8) *Outdoor Lighting.* All outdoor and exterior lighting shall conform with Chapter 11-9 of this Title.
- (9) *Flood Hazard Prevention.* All subdivision proposals shall conform to the flood hazard reduction standards in Section 11-6-5 (G) of this Title.
- (10) *Nonfunctional turf, artificial turf, or invasive plant species.* On and after January 1, 2026, no subdivision approved under this Chapter shall permit the installation, planting, or placing of any nonfunctional turf, artificial turf, or invasive plant species as a public or private improvement within the subdivision, except for residential property or as otherwise permitted by CRS 37-99-101, et. seq.

Sec. 11-5-14. Deviations from standards.

The Planning Commission may recommend to the City Council a deviation from the standards of Section 11-5-13 during preliminary or final plat review, if one or more of the below criteria are met. The City Council may accept or deny the recommendation accordingly.

- (1) Unusual topography or a non-financial hardship exists;
- (2) Alternative standards will more effectively protect the quality of the subdivision and the public welfare and more effectively achieve the purposes of these regulations;
- (3) Alternative standards will more effectively implement provisions of the City's Comprehensive Plan; or
- (4) Alternative standards will more effectively conform to existing improvements within the subdivision, which existing improvements have been previously approved by either the City or the County of Montrose in accordance with applicable laws and regulations.

CHAPTER 11-7. ZONING REGULATIONS

Sec. 11-7-1. General provisions.

- (A) This Chapter, as amended from time to time, and the Official Zoning Map of the City, as amended from time to time, may be cited as the City's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare of the present and future inhabitants of Montrose, as described at Section 11-1-4 of this Title.
- (C) The City hereby declares that the regulation and development of land, including regulation by these Zoning Regulations, is exclusively a matter of local and municipal concern, and any provisions of any Statute or regulation of the state in conflict with the provisions of these Zoning Regulations, or any limitation imposed by any Statute or regulation of the state otherwise applicable are hereby superseded; provided, however, the City shall retain all powers authorized by state law with respect to land development regulations and zoning even though not specified within this Chapter, and such powers may be exercised in any lawful manner free from any limitations imposed by State Statute or regulation.
- (D) No business or use involving the sale or distribution of products or services, or the pursuit of activities, whether for profit or not for profit, which is in contravention of any federal, state or local law or regulation, shall be considered a use by right, a conditional use, or a lawful nonconforming use under this Chapter, in any zoning district within the City limits.

Sec. 11-7-2. Official Zoning Map.

- (A) The March, 2016 Revised Zoning Map of the City, as such may be amended from time to time, may be known or cited as the Official Zoning Map of the City.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. The City Manager may cause technical corrections to the Official Zoning Map to be made without any requirement that they first be approved by ordinance, provided such corrections simply implement the terms of previously-approved rezoning ordinances and are consistent with the zone district boundary rules of interpretation in Section 11-7-3.

Sec. 11-7-3. Zone district boundaries.

The regulations for the various residential, mixed use, commercial and industrial districts provided for in this Chapter shall apply within the boundaries of each such district as indicated on the Official Zoning Map. In establishing the boundaries of the zoning districts shown on the Official Zoning Map, the following rules shall apply:

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- (1) General rules of interpretation. For unsubdivided property or where a zoning boundary divides a property, or if the zoning boundaries cannot otherwise be determined, the boundaries on the Official Zoning Map shall be based upon the individual zoning or rezoning map approved for the property.
 - (2) Lot or block lines. Where no rights-of-way exist and the zoning boundaries are indicated as approximately following lot, tract, block or subdivision boundary lines, such limits shall be considered as the zoning district boundaries.
 - (3) Rights-of-way. Unless otherwise indicated, the zoning district boundaries are the centerlines of streets, alleys, waterways, and railroad rights-of-way. The area within any of the rights-of-way is not granted any of the use rights associated with the overlying or adjacent zoning district(s).
 - (4) Vacated rights-of-way. Whenever a public street, alley or other right-of-way has been vacated, the zoning district adjoining each side of the right-of-way shall be extended to include the portion of the vacated street, alley, or other right-of-way adjacent to such adjoining property.
 - (5) City boundaries. Boundaries indicated as approximately following the City limits shall be considered as following the City limits.
 - (6) Other boundaries. Boundaries indicated as approximately parallel to or extensions of centerlines, lot, or tract lines, City limits, or similar geographic lines shall be considered as the boundaries when no or other reliable documentation is available.
 - (7) Map discrepancies. Should an actual street layout or stream course vary from that shown on the map or any other uncertainty remain as to the location of a zoning district boundary, the City Manager shall interpret the map based on the best information available and according to the intent of this title and any other applicable provisions of the Municipal Code.

Sec. 11-7-4. Zoning annexed land.

All annexed land shall be zoned within 90 days of annexation following the procedure for rezoning at Section 11-7-12. Zoning of property proposed for annexation may be processed simultaneously with the petition for annexation, provided no ordinance zoning such property may be finally adopted prior to final adoption of an ordinance or ordinances annexing such property.

Sec. 11-7-5. Districts established.

- (A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residential dwellings.
 - (1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - (2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.

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- (3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single-household detached dwelling residential lots within a semi-rural environment.
 - (4) The "R-2" Low Density District is intended to provide primarily for development of single-household detached and duplex dwellings, along with certain other compatible land uses.
 - (5) The "R-3" Medium Density District is intended to provide for an area which is suitable primarily for single-household detached, attached and duplex dwellings, along with certain other compatible land uses.
 - (6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable primarily for single household attached, triplex, fourplex and other medium density multi-household dwellings, along with certain other compatible land uses.
 - (7) The "R-4" High Density District is intended to provide primarily for high density multi-household dwellings and to allow variety in higher density single household and duplex dwellings and other forms of innovative housing development types.
 - (8) The "R-5" Low Density/Manufactured Housing District is intended to provide primarily for low density development of single-household detached and duplex manufactured home dwellings, along with certain other compatible land uses.
 - (9) The "R-6" Medium Density/Manufactured Housing District is intended to provide primarily for medium-density development for single-household attached, , triplex and fourplex manufactured home dwellings, along with certain other compatible land uses.
 - (10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for manufactured housing developments or tiny home communities, along with certain other compatible land uses.
- (B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.
- (1) The "OR" Office-Residential District is intended to provide for a mix of offices and residential dwellings in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
- (C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.
- (1) The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - (2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.
 - (3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.
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- (4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.
 - (5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.
 - (6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.
 - (D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.
 - (1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.
 - (2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.
 - (E) Dimensional requirements are set out in Section 11-7-7.

Sec. 11-7-6. District uses.

- (A) *Permitted uses.* Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.
- (B) *Conditional uses.* Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:
 - (1) The use will not be contrary to the public health, safety, or welfare.
 - (2) The use is not materially averse to the Comprehensive Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the district.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) Adequate off-street parking will be provided for the use.
 - (7) The location of curb cuts and access to the premises will not create traffic hazards.
 - (8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.
 - (9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.

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- (C) *Principal uses.* The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.
- (D) *Accessory uses.* Except where specifically modified by this Chapter, accessory uses shall comply with all requirements for the principal use, and the following additional limitations:
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.
- (E) *Temporary Use Permits.*
- (1) *Permit required.* The City Manager may issue a temporary use permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a limited period of time in accordance with this Subsection. The temporary use permit may be issued by the City Manager only after it determines that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.
 - (2) *Permit conditions.* The City Manager may approve a temporary use permit subject to conditions appropriate to ensure compliance with this Subsection. Such conditions may include, but are not limited to, setting requirements for, or imposing restrictions upon, size, massing, location, open space, landscaping, buffering, screening, lighting, noise, signage, traffic and pedestrian circulation and control, parking design and operations, duration, hours of operation, setbacks, building materials and architectural design, sanitation, trash removal, dust control, drainage, erosion control, and provision of utilities and services.
 - (3) *Permit renewal.* A temporary use permit will generally not be renewed unless the use is a seasonal use; a temporary improvement associated with an established business; or associated with a construction activity; or as stated otherwise herein. These applications may be renewed for up to one year at any one time using the same procedures as for an initial application.
 - (4) *Exempt Activities.* The following temporary activities are exempt from these regulations:
 - (a) Storage or moving containers for a business or residence actively moving or a related activity and not exceeding 14 days in any one year.
 - (b) Dumpsters for a business or residence actively undergoing construction or a related activity and not exceeding 14 days in any one year.
 - (c) Temporary uses, structures, and/or vehicles/trailers needed as the result of a natural disaster or other health and/or safety emergency are allowed for the duration of the emergency or as needed to address conditions caused by the emergency.
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- (5) *Prohibited Uses or Activities.* The following uses and activities are prohibited due to negative visual or other impacts:
- (a) Storage in trailers or roll-off containers for longer than 14 days unless associated with an active construction site or a non-residential use, business or residence in the process of moving.
 - (b) Outdoor storage other than accessory storage for an active construction site. Any other outdoor storage shall conform to the requirements for the zone district in which the property is located.
 - (c) Outdoor sales of durable goods as a principal use not associated with a farmer's market, special event, business promotional event, or with an approved site plan, unless the operation meets the requirements for a mobile vendor in accordance with the Montrose Regulations Manual.
- (6) *Allowed Uses and Activities.* Temporary uses of land are permitted subject to the specific zone districts and time periods listed in Table 7.1. The City Manager may approve other temporary uses and activities if it is determined that such uses meet the intent and criteria of this section.

Table 7.1
Allowed Temporary Uses

Use	Zone Districts	Period
Construction trailer, temporary building, or yard for construction management office and/or storage of materials during active construction within an approved development.	All	Time to be specified by City Manager; must be concurrent with Building Permit; must be terminated within 30 days of issuance of project Certificate of Occupancy for all types of construction.
Temporary office for the sale and/or rental of dwelling units under construction within an approved development.	All	Time to be specified by City Manager; must be terminated within 60 days of completion of the sales period.
Seasonal or off-site retail sales, which include, but are not limited to: sale of seasonal fruits and vegetables; sale of fireworks; and sale of Christmas trees.	Commercial and Industrial zone districts only	Not to exceed 180 days, and provided that any permits required by law are obtained

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
 - (b) The City Council shall consider the appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.
 - (c) The City Council shall approve or deny the appeal.
 - (d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.

(G) Schedule of Residential Zone District Uses.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
COMMERCIAL USES										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches	P									
Short-term rentals	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL USES										
Assisted living facility					C	C	C		C	C
Childcare facility	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	P	P	P	P	P	P	P	P	P	P
Schools; Elementary, Middle and High	C	C	C	C	C	C	C	C	C	C
RECREATIONAL USES										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P	P
RESIDENTIAL USES										
Accessory Dwelling Unit (See Sec. 11-11-5)	C	C	C	P	P	P	P	P	P	
Dwelling, Duplex				P	P	P	P	P	P	
Dwelling, Fourplex					C	P	P		C	
Dwelling, Multi-household					C	P	P		C	
Dwelling, Single-Household Attached					P	P	P		P	
Dwelling, Single-Household Detached	P	P	P	P	P	P	C	P	P	P
Dwelling, Tiny Home									P	P
Tiny Home Community										P
Dwelling, Triplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (See Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Group homes, other (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured home				¹				P	P	P
Manufactured home park (See Sec. 11-13)										P
UTILITIES AND TELECOMMUNICATION FACILITIES										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
OTHER USES										
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T	T	T	T	T	T	T	T	T	T
Legend: Zoning Districts RL: Rural Living R-1: Very Low Density R-1A: Large Estate R-1B: Small Estate R-2: Low Density R-3: Medium Density R-3A: Medium High Density R-4: High Density R-5: Low Density/Manufacture Housing R-6: Medium Density/Manufacture Housing MHR: Manufactured Housing Residential				Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

(H) Schedule of Mixed Use, Commercial and Industrial Zone District Uses.

¹ Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Vehicle sales, rental, repair or service establishments			C	C	P	P		P	P
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials business			C	P	P	P		P	P
Commercial greenhouse				C	C	P	C	P	P
Electric vehicle charging station, retail		P	P	P	P	P	C		
Farm implement sales or service establishment					P	P		P	P
Food truck court		P	P	P	P	P	P	C	C
Fueling station or other retail use having fuel pumps (See Sec. 11-11-4)			P	P	P	P	C	C	C
Funeral home			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facility, self-service				P	P	P	P		
Manufactured home, tiny home and travel home sales or service establishments					P	P		P	P
Medical clinic	P		P	P	P	P	P	P	C
Micro-brewery, micro-distillery, or micro-winery			P	P	P	P	P	P	C
Office, business	P		P	P	P	P	P	P	P
Outpatient drug treatment clinic	P								
Travel home park (See Sec. 11-13)				C	C	C			
Campground				C	C	C			
Rental business					P	P		C	C
Restaurant			P	P	P	P	P	C	C
Drive-in or drive-through			C	P	P	P	C	C	C
Retail sales and personal service establishments	C		P	P	P	P	P	P	C
Retail sales and personal service establishments with limited manufacturing				C	C	C		P	C
Sexually oriented business (See Sec. 11-12-1)									P
Shooting range, indoor						C		C	C
Short-term rentals	P		P	P	P	P	P	P	P
Bar or tavern			P	P	P	P	C	C	C

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Theater			C	P	P	P			
Veterinary clinic or hospital, small animal				P	P	P		C	C
Veterinary clinic or hospital, large animal					P	P		C	C
INDUSTRIAL USES									
Storage facilities, fuels and chemicals						P		P	P
Aircraft support services								P	P
Construction equipment storage facility						P		P	P
Feed storage and sales establishments						P		P	P
Fulfillment Center				C	C	C		P	P
Manufacturing and non-manufacturing uses (See Sec. 11-11-4)					C	C		P	P
Industrial use, other								C	P
Storage facilities, indoor			C	P	P	P	C	P	P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operation			C	C	C	C		P	P
INSTITUTIONAL USES									
Airport								P	P
Assisted living facility	C			P	P	P			
Childcare facility	P	P	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospital	P								
Library		P	P	P	P	P			
Museum or visitor center		P	P	P	P	P			
Parking facility	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P		C	C
Religious assembly	P	P	P	P	P	P	P	C	C
Schools; Elementary, Middle and High	C	P	C	C	C	C	C		

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
MIXED USES									
Live/work unit	P	P	P	P	P	P	P	P	P
Mixed use building	P	P	P	P	P	P	P	P	P
RECREATIONAL USES									
Golf course		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facility, indoor		C	C	P	P	P	C	P	P
Private recreation facility, outdoor		C		P	P	P		P	P
RESIDENTIAL USES									
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P
Dwelling, Duplex	P	P	P	P	P	P	P	P	P
Dwelling, Fourplex	P	P	P	P	P	P	P	P	P
Dwelling, Multi-household	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Attached	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Detached	P	P	P	P	P	P	P	P	P
Dwelling, Tiny Home		P							
Dwelling, Triplex	P	P	P	P	P	P	P	P	P
Group home - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group home - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group home (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Supportive housing	C					C		C	
UTILITIES AND TELECOMMUNICATION FACILITIES									
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Solar farms								P	P

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
OTHER USES									
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E))	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T		T	T	T	T	T	T	T
Legend: Zoning District OR: Office-Residential P: Public B-1: Central Business B-2: Highway Commercial B-2A: Regional Commercial B-3: General Commercial B-4: Neighborhood Shopping I-1: Light Industrial I-2: General Industrial			Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

Sec. 11-7-7. District standards.

(A) Tabulated requirements for principal uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

Minimum Setbacks								
District	Use ² ₃	Maximum Density	Minimum Lot Size ⁴	Front	Rear	Side	Corner Lot	Maximum Building Height
RL	Dwelling, Single Household Detached	TBD – see footnote #4	⁵	25	20	10	20	35
R-1	Dwelling, Single Household Detached	1 dwelling unit/acre	1 acre	25	20	10	20	35
R-1A	Dwelling, Single Household Detached	2 dwelling units/acre	½ acre	25	20	10	20	35
R-1B	Dwelling, Single Household Detached	3 dwelling units/acre	⅓ acre	25	20	10	20	35
R-2	Dwelling, Single Household Detached	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Duplex	7.75 dwelling units/acre	11,250	25	20	5	20	35
R-3	Single-household detached	7 dwelling units/acre	6,250	15	20	5	15	35

² Residential uses in the OR, P, B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the R-3A zone. Residential uses in the B-1 District shall comply with the density standards in the R-3A zone, but are not required to comply with the dimensional standards.

³ Commercial and institutional uses in the RL, R-1, R-1A, R-1B, R-2, R-3, R-3A, R-4, R-5, R-6 and MHR zone districts shall comply with the applicable dimensional requirements as set out for the "OR" zone.

⁴ Applies per lot; not per primary dwelling unit. Where specified as square footage per dwelling unit for multiple unit dwelling types does not imply a minimum dwelling unit size; there is no minimum dwelling unit size.

⁵ A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/ dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/ dwelling unit	15	20	10	15	40
R-3A	Single-household detached	8.7 dwelling units/acre	5,000	15	20	5	15	35
	Duplex	9.3 dwelling units/acre	9375	15	20	5	15	35
	Single-household attached	15 dwelling units/acre	2,900/ dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	15 dwelling units/acre	2,900/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/ dwelling unit	15	20	10	15	40
R-4	Single-household detached	17.4 dwelling units/acre	2,500	15	20; 5 w/ rear-loaded garage	5	10	35
	Duplex	17.4 dwelling units/acre	5,000	15	20	5	15	35
	Single-household attached	18.9 dwelling units/acre	2,300/ dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35

	Triplex or Fourplex	18.9 dwelling units/acre	2,300/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	Multi-household	24 dwelling units/acre	1,815/ dwelling unit	15	20	10	15	40
R-5	Single-household detached	3.6 dwelling units/acre	12,000	25	20	5	20	35
	Duplex	7.2 dwelling units/acre	12,000	25	20	5	20	35
	Manufactured Home	3.6 dwelling units/acre	12,000	25	20	10	20	35
R-6	Single-household detached	5.8 dwelling units/acre	7,500	25	20	5	15	35
	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/ dwelling unit	25	20; 5 w/ rear-loaded garage	10 to bldg. lot line	20	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/ dwelling unit	15	20	10	15	40
	Manufactured Home	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Tiny Home	5.8 dwelling units/acre	7,500	15	20	5	15	35
MHR	Manufactured Homes except MH Parks ⁶	14.5 dwelling units/acre	3,000	5	10	10	10	35
	Dwelling, Single Household Detached	14 dwelling units/acre	3,125	5	10	10	10	35

⁶ Dimensional requirements for manufactured home parks are controlled by Chapter 11-13-5 of this Title.

	Tiny Home except Tiny Home Communities ⁷	14.5 dwelling units/acre	3,000	5	10	10	10	35
OR	All Non-Residential		6,250	15	15	5	15	35
P ⁸	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-1	No Req.		No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.
B-2	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-2A	All Non-Residential		N/A	25	N/A	N/A	25	35
B-3	All Non-Residential		N/A	25	N/A	N/A	25	35
B-4	All Non-Residential		N/A	25	N/A	N/A	25	35
I-1	All Non-Residential		½ acre	25	N/A	N/A	25	N/A
I-2	All Non-Residential		½ acre	25	N/A	N/A	25	N/A

(C) Additional Dimensional Requirements.

- (1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area. In all other situations, accessory structure setbacks are the same as principal structure setbacks.
- (2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.
- (3) Garage doors which face an alley require a five-foot minimum setback.
- (4) In zone districts where residential front setbacks are 15 feet or less, the garage setback shall be a minimum of 25 feet.

⁷ Dimensional requirements for tiny home communities are controlled by Chapter 11-13-12 of this Title.

⁸ City facilities are exempt from these standards.

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- (5) Accessory structures shall not be located in the front yard of a principal structure, except for minor and commonplace accessory structures such as public utility installations, mail boxes, lamp posts and structures of a like nature.
 - (6) Lot depth and width is determined through the subdivision process in Section 11-5-13 (b) (3) of these regulations.
 - (7) Other permitted exceptions and encroachments into required setbacks and height limits are specified in Section 11-8-10 of this title.

Sec. 11-7-8. Planned Development (PD).

(A) *Intent.* The intent of this Section is to encourage the development of tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements of residential units.

(B) *General Provisions.*

- (1) A planned development must be in substantial conformity with the Comprehensive Plan.
- (2) A minimum of 20 percent of the gross area of the planned development must be preserved as useable open space, as defined in Section 11-15-2. The 20% useable open space requirement shall not apply to a proposed PD containing six or fewer units and processed under Subsection C(5).
- (3) Planned developments in the "RL" zoning district must consider and reasonably minimize adverse impacts on existing agricultural uses or other property in the area.
- (4) Residential dwellings may be clustered, including the use of single-household dwelling, duplex and multi-household dwellings.
- (5) Affordable housing, as defined in Sec. 11-15-2, may be included in a planned development.
- (6) Approval of a planned development by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the developer does not accept all conditions, that development must adhere to standard subdivision and zoning requirements.

(C) *Permitted Uses in a PD.*

- (1) Any use permitted in the underlying zone district, limited as to its status as a use by right, a conditional use, or a temporary use, unless otherwise limited or permitted on the PD plan.

(D) *Administrative PD Procedure.* This procedure is applicable for planned developments containing six or fewer units:

- (1) All lots or tracts are adjacent to a dedicated and accepted public street;
- (2) The lots are part of a subdivision or PD plat that has been previously approved and/or accepted by the City and recorded in the Montrose County Records;

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- (3) All improvements required by applicable City ordinances and regulations, including those related to PD Plans, are already in existence and available to serve each lot, or secured;
 - (4) No part of the Administrative PD has been approved as part of an Administrative PD within three years prior to the date of submission of the Administrative PD plat;
 - (5) No material changes to prior restrictions or easements are proposed; and
 - (6) Provisions of Section 11-5-3 (B) through and including (E) of this Title shall apply.
 - (7) Approval of an Administrative PD by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the applicant does not accept all conditions, that development must adhere to standard subdivision or PD requirements, and proceed through the applicable approval process.
 - (8) Prior to any review of the Administrative PD, the applicant shall provide written consent of all property owners within the proposed Administrative PD plan area. To the extent only a portion of a prior-approved Administrative PD plan area is proposed to be amended by the Administrative PD Plan application, then only the consent of the property owners within such portion shall be required.
 - (9) Amendments to Administrative PD's may be submitted for review and approval in the same manner as the initial Administrative PD.

(E) *Dimensional Requirements, Densities.*

- (1) Dimensional requirements, except those relating to overall residential density, which would otherwise be required by the City Zoning Regulations, or other City regulations for the district affected, may be deviated from in accordance with the plan as approved, if the Review Board determines that such deviations are in compliance with the Comprehensive Plan and will promote the public health, safety and welfare.
- (2) The Review Board may impose conditions as necessary or appropriate. The total number of residential units shall not exceed the area of the site divided by the minimum lot sizes specified for the zoning districts included.

(F) *Review of Sketch, Preliminary and Final PD Plan.*

- (1) The sketch plan, preliminary plan and final PD plans shall be reviewed pursuant to the procedures and requirements for subdivisions as set out in Chapter 11-5 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process. For the approval of any preliminary PD Plan or a substantial amendment to a PD plan, a hearing shall be held before City Council.
- (2) Prior to any review of the Sketch, Preliminary and Final PD Plan, the applicant shall provide written consent of all property owners within the proposed PD plan area. For the purposes of this Section, "PD plan area" is the entirety of the territory proposed to be included in a PD plan; provided, however, that for applications for PD plan

amendments, only the portion of the PD plan area being amended or affected shall constitute the PD plan area for such application for purposes of consent; nevertheless, all owners of property within the PD must be given notice of the public hearing at which the amendment is to be considered.

- (3) Conditions may be imposed as appropriate to assure that the PD plan is consistent with the Comprehensive Plan and promotes the public health, safety and welfare.
- (4) The plan shall show the location, size, number of dwelling units, and other uses, and shall further set out the location of all parks, open space, parking areas, streets, sidewalks, trails, bike paths and other improvements and structures. All information necessary to show compliance with the requirements of this Section shall be submitted. Where appropriate, in lieu of exact locations, numbers and sizes, parameters or limits may be set out.
- (5) The PD Plan as approved shall be recorded.
- (6) The final PD plan may be treated as a vested right pursuant to the procedure in 11-4-9.

(G) *Required Improvements.*

- (1) All PDs shall provide the same improvements as required for subdivisions in Chapter 11-5 of this Title, and security therefore shall be provided as set out in Section 11-5-12 of this Title.
- (2) All improvements shall be constructed in accordance with standard City design and construction specifications and standards, in substantial conformity with the PD plan, and in accordance with subdivision design standards as set out in Chapter 11-5 of this Title, except as modified by the PD plan.
- (3) An entity shall be established or provided for ownership and maintenance of all facilities and open spaces, which are approved for common ownership or not dedicated to the City.
- (4) Flexibility in the scope and design of required improvements and design standards may be allowed to provide for innovative urban design which promotes the public health, safety and welfare. A public street shall be dedicated to the City and developed at the developer's cost to provide direct access to each building with residential units or to the parking lot serving the building.

(H) *Enforcement and Amendments.*

- (1) The PD plan may be enforced in accordance with or in the same manner as the provisions of the Planned Unit Development Act of 1972, as amended, C.R.S. 1973, § 24-67-101 et seq., as amended or in any lawful manner. In addition, no occupancy permit shall be issued for any building unless all site improvements to serve that unit and any commonly-owned facilities have been completed and approved unless security for completion is provided substantially similar to the security required for subdivision improvements by 11-5-12 of this Title, except that cash must be placed in the escrow account prior to issuance of the occupancy permit.
- (2) Amended PD plans may be submitted for review and approval in the same manner as the initial PD Plan. An applicant for an Amended PD plan shall submit written consent

of the property owners of the portion of the PD plan area to which the application applies, prior to and as a condition of the initiation of review of the application. Written consent from all property owners within the prior-approved PD plan area is not required as part of the Amended PD plan application. Advance notice of any review of an Amended PD plan application by the Planning Commission shall occur pursuant to Chapter 11-4 of this Title, with the added requirement that advance written notice shall be provided to all property owners of record within the prior-approved PD plan area, in addition to all property owners of record adjoining or within 300 feet of the proposed Amended PD plan area.

Sec. 11-7-9. "REDO" Redevelopment Overlay Zoning District.

(A) Intent.

- (1) The "REDO" Overlay Zoning District is intended to alleviate certain hardships associated with redevelopment. The district is designed to encourage residential development and redevelopment of existing properties in the core downtown area, with allowances for increased densities compatible with the character of the area.
- (2) This overlay district allows reduced dimensional standards and a larger variety of housing types than the underlying zoning. Any development making use of the reduced dimensional requirements must meet all applicable criteria in this Section.

(B) Applicability.

- (1) The boundaries of the "REDO" Overlay Zoning District shall be as set forth by ordinance of the City Council, may be shown on the City's Official Zoning Map, and shall be fixed in the manner prescribed by Section 11-7-3.
- (2) The "REDO" Overlay Zoning District's provisions shall not be applicable to any property within the boundaries of said district, unless the owner of property therein shall deliver written notice to the City, in the manner set forth at subsection 11-7-9(C) of this Section, of said owner's intent to utilize the "REDO" Overlay Zoning District.
- (3) When selected by a property owner in the manner set forth herein, the "REDO" Overlay Zoning District shall supersede the provisions of the underlying zone for all matters addressed by said "REDO" Overlay Zoning District's provisions; the provisions of the underlying zone shall control all matters not addressed by the "REDO" Overlay Zoning District's provisions.
- (4) Any requests for use of these "REDO" Overlay Zoning District provisions that involve private use of City property, including rights-of-way, shall be entirely subject to the City's discretion, and shall also be subject to the City's ordinances and regulations pertaining to encroachments and permits for the same
- (5) The provisions of the "REDO" Overlay Zoning District shall have no effect whatsoever unless selected in the manner set forth herein.

(C) Procedure.

- (1) Use of the REDO District is initiated by filing an application in the form maintained by the Community Development Department and payment of the application fee.

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- (2) The application shall be reviewed as a minor site development plan under the procedure in Section 11-8-1[I]. In the event the application also proposes to subdivide real property, a minor subdivision under Section 11-5-3 shall be applied for and processed at the same time.

(D) Standards.

- (1) All applications shall be subject to the development standards below. To the extent these standards are inapplicable, the standards of the underlying zone apply.
- (2) Minimum Lot Size: Lots shall be no less than 2,075 square feet in size.
- (3) Minimum setbacks are as follows: 5 feet side, rear, and front yard setbacks. See also Section 11-7-7 (C) 5.
- (4) Height: The height of a building shall be as set forth in the underlying zone.
- (5) Accessory Dwelling Units in the REDO District:
 - (a) ADU's within the REDO District shall comply with the requirements and standards set forth in Section 11-11-5 with the exception of the ADU size limitations in 11-11-5 (2), and provided that ADU's may be conveyed separately from the primary dwelling unit.
 - (b) Lots with ADU's shall be no less than 3,125 square feet.
 - (c) An ADU shall not be subject to the 30 percent rear yard area coverage maximum.

(E) Design Criteria.

- (1) All lots within the "REDO" Overlay Zoning District shall be required to have not less than ten feet of street frontage. It is contemplated that lots having a "panhandle" shape may be allowed.
- (2) If an alley is present, any garage shall be set back a minimum of five feet, when practicable, from the nearest right-of-way line of said alley.
- (3) Please refer to Section 3-5-12(A)(1) of the Official Code of the City for the water Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new water service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
- (4) Please refer to Section 3-5-12(G)(4) of the Official Code of the City for the sewer Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new sewer service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.

- (F) Variances. Variance applications may be considered as to any requirements set forth in Subsections (D) and (E) of this Section. Use of the "REDO" Overlay Zoning District is expressly declared to be elective on the part of the property owner, and is entirely at the property owner's discretion.

Sec. 11-7-10. Uncompahgre River Buffer Overlay Zone.

The Uncompahgre River Buffer Zone (URBZ) applies to all land lying within 100 feet of the HWM of the Uncompahgre River, as defined above. The standards of the URBZ and its two

sub-areas are not applicable to parcels to which stricter standards may apply via separate agreements (e.g., a pre-annexation agreement).

- (1) The purpose of the URBZ is to establish minimal acceptable requirements for the design of buffers to protect the Uncompahgre River, its wetlands, and floodplains within the City limits; to protect the water quality of the Uncompahgre River within said jurisdiction; to protect riparian and aquatic ecosystems within said jurisdiction; and to provide for the environmentally sound use of land resources within said jurisdiction. Nothing in this Section shall be used as consideration in a pre-annexation agreement or in a negotiation for annexation of land into the City.
- (2) Measurement of the 100 feet URBZ, the two sub-areas within it, and all other related measurements shall be taken as follows: distance is measured horizontally from the HWM, as defined herein, to the location in question. The HWM location used for any given measurement shall be taken from the side of the river closest to the building or other development in issue.
 - (a) The following graphic illustrates how to measure the URBZ:
 - (b) The URBZ provisions shall apply to:
 - (i) Any new development requiring a building permit, except for additions less than 20 percent of the existing building size that do not include any changes to an existing parking lot;
 - (ii) Any new development requiring site development approval;
 - (iii) Subdivision or the division of a tract or parcel of land into two or more parcels;
 - (iv) The improvement of property for any purpose involving construction;
 - (v) Combination of any two or more lots, tracts, or parcels of property for any purpose;
 - (vi) Placement of temporary structures that do not require a building permit or site development plan from the City;
 - (vii) The preparation of land for any of the above purposes.
 - (c) Specific submittal requirements are listed in Appendix One. Upon submittal of the complete application, with all supporting documentation as may be required, City staff shall provide a review of the same. Following City staff review, administrative approval may be granted if the development proposal is an allowed use in the URBZ or applicable URBZ sub-zone, or is a use by right in the URBZ or applicable URBZ sub-zone, and meets all applicable standards. Development proposals which are not allowed uses or uses by right in the URBZ or applicable URBZ sub-zone, or do not meet all the applicable standards, shall be forwarded to the City Planning Commission for review and approval, under procedures set forth below, accompanied by any comments and recommendations from City staff.
 - (d) All proposals shall identify on a site plan the designated Disturbance Envelope for that portion of the project that is proposed to encroach into the URBZ.

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- (e) The applicant shall mark and identify the Disturbance Envelope on the ground in the field and shall maintain construction barrier fencing around the entire perimeter of the Disturbance Envelope throughout the period of construction, until final landscaping is completed. The applicant shall ensure that all surface disturbances are contained within the designated and marked Disturbance Envelope.
 - (f) The URBZ consists of two sub-areas, as follows:
 - (i) Streamside Zone. This area is intended to preserve the natural riparian environment. In order to accomplish this goal, there is hereby established a 40-foot buffer area, measured as described above from the HWM. Development in the Streamside Zone is subject to all other applicable permits. Setbacks created herein for the Streamside Zone are in addition to any setbacks which may be applied through the underlying zoning of a parcel.
 - (1) The following are subject to a 40-foot setback from the HWM (i.e., the following shall not be placed or performed within the 40-foot Streamside Zone):
 - (a) Planting of non-native grass turf;
 - (b) Removal of native vegetation;
 - (c) Erection of fences;
 - (d) Construction of hard-surfaced trails that parallel the river;
 - (e) Construction of buildings, other than irrigation pump houses;
 - (f) Construction of parking lots (paved or gravel);
 - (g) Construction or installation of lighting fixtures;
 - (h) Construction or installation of engineered/structural water runoff treatment facilities (such as concrete vaults);
 - (i) Concrete rip-rap;
 - (j) Construction or installation of any other facility not listed in the allowed uses below, and not reasonably compatible with the riparian environment.
 - (2) The following actions, or construction of the following facilities or structures, are permitted within the 40-foot Streamside Zone:
 - (a) Government buildings and facilities;
 - (b) Hard-surfaced trails roughly perpendicular to the river;
 - (c) Soft-surfaced trails (crushed gravel, etc.) whether parallel or perpendicular to the river;
 - (d) Irrigation facilities (including pump houses);
 - (e) Boat put-ins (boat ramps should be soft-surfaced);

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- (f) Planting of native vegetation;
 - (g) Bank stabilization, and river or wildlife habitat restoration;
 - (h) Other uses may be permitted that are directly related to the river, and that do not conflict with the intent of this Section.
 - (3) Exceptions to the above regulations for the Streamside Zone shall be granted or denied through the variance procedures set forth in Section 11-7-13.
- (ii) Outer Zone. This area is intended to serve as a buffer between the Streamside Zone, and areas outside the URBZ. Most uses allowed within the underlying zoning district are permitted within the Outer Zone, though certain uses have specific performance standards.
- (1) Uses by right in the Outer Zone:
 - (a) Water runoff treatment structures using swales, native vegetation, and similar measures;
 - (b) Government buildings and facilities;
 - (c) Fences which allow the passage of wildlife; said fences shall be designed as follows:
 - (i) No more than 40 inches in height;
 - (ii) A smooth bottom wire at least 16 inches above ground;
 - (iii) At least 12 inches between the top two wires;
 - (iv) No sharp edges, barbs, or similar devices are permitted;
 - (v) Sheep or woven-wire and wrought-iron style fences with spiked tips are not permitted.
 - (d) Landscaping employing native vegetation types and compatible with the riparian environment;
 - (e) Single household detached dwellings;
 - (f) Recreation trails (all types);
 - (g) Buildings and facilities complying with the underlying zoning district and complying with all of the following performance standards:
 - (i) Structures with windows occupying a minimum of 50 percent of the linear river frontage of the building; and
 - (ii) At least one public entrance directly facing the river; and
 - (iii) Outdoor common areas, seating and/or dining areas; and
 - (iv) High quality building finishes such as brick or stone, or earth tone colors having matte finishes; and
 - (v) Well concealed trash dumpsters; and

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- (vi) Total building facade length shall be less than 50 feet in length parallel to the river; and
 - (vii) Buildings and facilities complying with these performance standards are exempt from the river buffer screening requirements set forth below;
 - (viii) Single household detached dwellings are exempt from these performance standards, except for Subsection (2) (f) (ii) (1)(c) of this Section, as well as the Outer Zone performance standards set forth below.
- (2) The following uses shall not be considered a use by right in the Outer Zone, and are subject to review as Conditional Uses under Section 11-7-6 (B) and Chapter 11-4 of this Title:
- (a) Loading docks;
 - (b) Landscaping with non-native vegetation;
 - (c) Engineered or structural water runoff treatment facilities (such as concrete vaults);
 - (d) Other industrial uses;
 - (e) Water treatment facilities employing structural vaults or similar technology are not permitted within the Outer Zone;
 - (f) Parking lots, whether paved or gravel;
 - (g) All other uses not listed in this Subsection.
- (3) Outer Zone Performance Standards. If the use or structure does not meet the performance standards in Subsection (2) (f)(ii) (1)(g) of this Section, the following shall be required:
- (a) A minimum 30-foot-wide vegetated buffer with extensive vertical plantings of native vegetation. Said vegetated buffer shall not overlap the 40-foot Streamside Zone.
 - (b) Tree height at maturity shall be as high or higher than the buildings being screened, and vegetation at maturity shall obscure any buildings or other facilities to the maximum extent possible.
 - (c) Said vegetated buffer shall be contiguous to the Streamside Zone, and located between the Streamside Zone, and any parking lot or building.
- (4) General Standards Applicable within the Outer Zone.
- (a) Removal of native vegetation is discouraged. Where removal of native vegetation is unavoidable, the removed area shall be mitigated by planting replacement native vegetation, at a minimum 1:1 ratio (measured in square feet, with a result that

an equal amount of vegetation is planted, as was removed) within the URBZ.

- (b) All setbacks oriented toward the river, applicable to or within the Outer Zone, shall be measured from the boundary line between the Streamside Zone, and the Outer Zone.
- (c) For those zoning districts underlying the URBZ with no side or rear setbacks, the minimum side or rear setbacks shall be ten feet.
- (d) New buildings, expansions to existing buildings, or parking lots, or driveways shall have a minimum setback of 20 feet from an existing or proposed trail or path.
- (5) Exceptions to the standards and requirements regarding the Outer Zone shall be approved or denied through the procedures applicable to Conditional Uses, as set forth in Section 11-7-6 (B) and Chapter 11-4 of this Title.
- (6) The following uses and structures are prohibited within the URBZ and its two sub-areas:
 - (a) Confined animal feedlots;
 - (b) Storage of hazardous materials or chemical fuels;
 - (c) Aboveground or underground petroleum storage facilities;
 - (d) Septic systems;
 - (e) Solid waste landfills;
 - (f) Junkyards, and salvage yards;
 - (g) Land application of biosolids;
 - (h) Subsurface discharges from wastewater treatment plants.
- (7) All development within the URBZ shall obtain all applicable local, state and federal permits prior to undertaking any construction or land-disturbing activity.
- (8) The provisions of the URBZ shall supersede the provisions of the underlying zone, and any other applicable overlay zone, when the provisions of the URBZ are more restrictive.

Sec. 11-7-11. Nonconforming uses, lots and structures

- (A) Any use, building or structure which at the effective date of the ordinance from which this Title is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Title is derived, was lawfully existing and maintained in accordance with the previously applicable County or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Chapter, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Section. Uses, structures, or buildings which

were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

- (B) If a use, building or structure is lawfully nonconforming in that it is not a use by right, or a conditional use which has been approved pursuant to the review provisions of Sections 11-7-6 (B) and 11-4-2 of this Title, the following shall apply:
- (1) If the building or structure involved in the use is destroyed or damaged so that repair or reconstruction will cost more than 50 percent of the fair market value of the building or structure after repair, it shall no longer be lawful to use the building or premises except in compliance with the use regulations for the district within which it is located.
 - (2) If the nonconforming use is abandoned or discontinued for a period of six months, then the premises may only be used in compliance with the use regulations for the district within which it is located.
 - (3) The use may be continued only substantially as it effective date of the ordinance from which this Chapter is derived or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the review procedure provided in Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6 (B) will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Section.
 - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6 (B) will be met.
- (C) If the use, building or structure is in compliance with the use regulations for the district within which it is located and is nonconforming only with respect to dimensional requirements, off-street parking requirements, or the regulations governing fences, hedges, walls, or canopies, the following provisions shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected for any length of time, such nonconformity may not be re-established.
 - (2) If the building or structure is damaged so that the cost of replacing or restoring it is greater than 50 percent of its fair market value after replacement, the building or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be re-established by any repair or reconstruction, unless it is unfeasible to repair the building without re-establishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degrees of the nonconforming feature. Changes in the use, building, or

structure may be made which will decrease the degrees or amount of deviation from the requirements of this Chapter.

(D) Nonconforming lots of record.

- (1) In any district in which single-household detached dwellings are permitted, a single-household detached dwelling and customary accessory buildings may be erected on any single lot of record, provided that the lot is in separate ownership and not of continuous frontage with other lots under the same ownership. This provision shall apply even though the lot fails to meet the dimensional requirements of the district in which it is located for area, width or both; provided, however, that the requirements of the district for minimum yard dimensions and lot coverage shall be met.
- (2) If two (2) or more lots or combinations of lots and portion of lots with continuous frontage in single ownership are of record, and part or all of the lots do not meet the requirements of the district in which they are located as to minimum area or frontage or both, the property together shall be considered to be an undivided parcel and no portion of the parcel shall be sold or used in a manner which diminishes compliance with minimum lot width and area requirements.

(E) This Section shall not apply to signs. Nonconforming signs shall be governed by the provisions of Section 11-10-3 of this Title.

Sec. 11-7-12. Rezoning.

(A) *Rezoning.*

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan; or:
 - (i) The existing zoning is erroneous; or
 - (ii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
- (2) Rezoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. The rezoning shall be reviewed for compliance with the criteria of this Subsection in accordance with the review procedures of Chapter 11-4 of this Title. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The City Council may initiate rezoning on its own motion, in which case the Council shall hold a hearing either in conjunction with second reading of a rezoning ordinance, or separately, in substantial compliance with the review procedures of Chapter 11-4 of this Title.
- (3) The City shall not impose conditions on a rezone unless otherwise required by this Title.

(B) *Zoning of Additions.*

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- (1) The zoning of additions for all property annexed to the City not previously subject to City zoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. Proceedings concerning the zoning of property to be annexed may commence at any time prior to the effective date of the annexation ordinance, or thereafter as allowed by law. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The zoning of additions shall be subject to the review procedures of Chapter 11-4 and standards of Section 11-7-4 of this Title, and shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan, or such zoning is compatible with conditions in the area, which have changed materially since the Comprehensive Plan was last updated.
 - (2) The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.
 - (C) *Legislative Zoning.* Comprehensive review and re-enactment of all or a significant portion of the Official Zoning Map shall be a legislative action, and shall not be subject to the review procedures of Chapter 11-4 of this Title or any criteria set out in this Section.
 - (D) *Enactment by Ordinance.* No amendment, addition to or re-enactment of the Official Zoning Map shall become effective until enacted by an ordinance.

Sec. 11-7-13. Variances.

- (A) The Planning Commission may grant a variance from the requirements set out in this Chapter, if it determines, following the review procedures of Chapter 11-4 of this Title, that the criteria of this Section will be met. Provided, however, no variance shall be granted from provisions restricting uses by right, accessory and conditional uses within any zoning district.
- (B) Variances shall be granted only if all the following criteria are met:
 - (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property, and violations of code shown by clear and convincing evidence that they were made in good faith, which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.
 - (3) The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their or his predecessors in interest.
 - (4) The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.

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- (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.
 - (C) The burden shall be on the applicant to show that these criteria have been met.
 - (D) Variances shall be granted for sign regulations only if all of the following criteria are met, in lieu of the criteria of Subsection (B) of this Section.
 - (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) The variance requested is the minimum variance that will afford relief.
 - (3) The variance will not result in signage incompatible with other properties in the area and will not affect or impair the value, use of development of such properties.
 - (4) Strict compliance with the regulation presents practical difficulties or unnecessary hardships, and the variance sought falls within the spirit of the sign regulations (Chapter 10 of this Title) as a whole.

CHAPTER 11-8. SITE DEVELOPMENT STANDARDS

Sec. 11-8-1. Site development plan required.

(A) No building permit for new construction shall be issued until a site development plan has been approved pursuant to this Section, except for:

- (1) Single-household residences
- (2) Farms or ranches
- (3) Airport facilities subject to superseding federal regulations relative to site development
- (4) Parking lot resurfacing; not including additional parking spaces

(B) *Site Development Plan – Minor Development.*

The following activities are reviewed as Minor Site Plan developments. Unless listed in this Subsection 11-8-1(B), or exempt under Subsection (A) above, the activity is reviewed as a Major Site Plan development under Subsection (C) below. Review and decision of Minor Site Plan developments shall be administrative only, as set forth in Section 11-4-2, Table 4.1.

- (1) A duplex dwelling
- (2) An accessory dwelling unit in accordance with Section 11-11-5 of this Title
- (3) A new, non-habitable structure of up to 1,000 gross square feet if water and sewer services are not provided and if no structures currently exist on the parcel
- (4) An addition of up to 1,000 gross square feet to an existing structure, or a new structure up to 1,000 square feet on a lot with one or more existing structures
- (5) An existing unpaved parking lot or existing unpaved work area to be paved with asphalt or concrete
- (6) Developments determined by the City Manager to qualify as a Minor Site Plan development in consideration of the standards and scope of this Subsection (B)

(C) *Site Development Plan – Major Development.*

- (1) Any proposed development that exceeds the criteria for a Minor Site Plan in Subsection (B) and that is not exempt in Subsection (A) is required to be reviewed through the Major Site Plan process. Review and decision shall be as required by Section 11-4-2, Table 4.1.

(D) *Site Development Plan – Requirements for All Developments.*

- (1) A site development plan shall be submitted with an application form provided by the City and fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual. The site development plan and application can be submitted concurrent with a building permit application. The City Manager is authorized to waive any of the following requirements, as appropriate, for a minor site development plan.

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- (2) The site development plan shall comply with all required subdivision improvement and design standards of this Title, and the engineering specifications of Chapter 9 of the Montrose Regulations Manual, as applicable.
 - (a) All improvements shall be constructed in accordance with the City Construction Standards.
 - (b) Required improvements shall include the installation of new, or repair of damaged, curb, gutter, and sidewalk along abutting streets. In those cases where the grade for curb, gutter and sidewalk cannot be established by the City or immediate construction is impractical, a recordable covenant binding the property to pay for such improvements may be accepted by the City in lieu of immediate construction of the curb, gutter or sidewalk.
 - (c) Any improvement, the construction of which has been secured pursuant to the subdivision regulations in Chapter 5 of this Title or by other contract, need not be provided as part of the site development plan.
 - (3) Following review, revision and approval by the City, the site development plan as approved by the City shall be revised in final form, stamped with City's approval and filed with the City. Thereafter a building permit may be issued.
 - (4) No occupancy permit shall be issued until the required improvements are constructed and approved by the City in compliance with the approved site development plan or secured for completion, and a recordable maintenance covenant running with the land on forms provided by the City is executed, approved by the City and recorded.
 - (5) All required improvements and landscaping shall be maintained in good repair and safe condition. Violation of this provision is hereby declared to be a nuisance which may be abated by the City in any lawful manner.
- (E) Variances by the Planning Commission may be granted from the requirements of this Section if it determines that all the following criteria are met:
- (1) The variance is requested for an addition to an existing building or construction of a purely accessory structure.
 - (2) The variance will not adversely affect the public health, safety or welfare.
 - (3) The addition or structure will have a de minimis effect on traffic, parking and drainage.
 - (4) The variance requested is the minimum variance that will afford relief.
 - (5) The variance will not result in development incompatible with other property or buildings in the area and will not affect or impair the value, use or development of other property.
 - (6) Strict compliance is technically infeasible or the cost of the required site improvements is substantially more than the cost of the addition or structure or the scope of the addition or structure is insignificant with respect to the structures already on the premises.
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- (F) Following approval of a site development plan, requests for amendments may be filed with the City and shall be reviewed in accordance with the provisions applicable to the form of development as set forth in this Section.

Sec. 11-8-2. Drainage system.

- (A) This Subsection is intended to ensure that planning and design of drainage systems shall not be such as to transfer the problem from one property to another or to create a more hazardous or damaging condition downstream.
- (B) Drainage shall be shown on the site development plan, and shall be prepared by a licensed, professional engineer for proposed development sites above one acre in area, or when natural or existing drainage patterns are significantly altered, or when concentration of flow off-site is proposed, or when large impervious surfaces such as parking lots are proposed.
- (C) Design of all improvements shall conform to City standards for storm drainage systems, including but not limited to Section 11-5-13 of this Title and Colorado Department of Public Health and Environment Municipal Separate Storm Sewer System (MS4) permit requirements. Whenever possible, the flow shall be routed to a natural drainage or City storm drainage facility. All drainage systems designed to drain water from private property to City rights-of-way shall be approved by the City.
- (D) Design of drainage systems shall be based on the level of protection required for various land uses; major drainage systems shall be based on the runoff expected from the 100-year storm, unless otherwise determined by the City. Drainage from a development shall not increase erosion or increase flooding problems in the receiving drainage. Drainage shall not degrade the quality of surface and groundwater by increasing sedimentation or by introducing other detrimental constituents.
- (E) When a proposal would result in the alteration of natural or existing drainage patterns or the concentration of flow, an analysis prepared by a professional engineer must be, provided that demonstrates receiving drainage ways (either natural or manmade) have sufficient capacity to convey the altered flows without causing increased damage, hazard, or liability. The analysis shall address cumulative drainage effects, not only from the development but also from other development within the same drainage basin. The concentration of flow or alteration of drainage patterns must not result in increased erosion to downstream properties.
- (F) Acquisition of all permits required by state and federal authorities for work to be done within or adjacent to an established waterway, irrigation canal, drainage system, or designated floodplain or floodway is the sole responsibility of the applicant. A copy of these permits shall be attached to the application.

Sec. 11-8-3. Off-street parking.

- (A) *Intent.* The intent of off-street parking requirements is to alleviate the need of residents, customers, employees or visitors of any use to park on the street in order to improve the safe and convenient movement of traffic on City streets.
- (B) *Off-Street Parking.* Each lot or leased premises shall provide a minimum number of off-street parking spaces as specified in Table 8.1. If a use is not identified in the table, the City

Manager may determine the required minimum number of parking spaces based on 1) the size and operational characteristics of the proposed use in comparison to other listed uses and 2) the need to provide adequate off-street parking to prevent traffic congestion on adjacent streets or overflow commercial parking in nearby residential neighborhoods.

Table 8.1

Minimum Number of Off-Street Parking Spaces by Use

Single-Household Detached and Duplex Dwellings, Tiny Homes and Manufactured Homes	Two Spaces per Dwelling Unit
Single-Household Attached, Triplex, Fourplex and Multi-Household Dwellings	One and a half spaces per dwelling unit
Accessory Dwelling Units (ADU's)	One space per ADU
Religious Assemblies, Theatres, and Funeral homes	One parking space for every six seats in main seating area or one parking space per 50 square feet if not permanent seating
Hospitals and Assisted Living Facilities	One parking space for every three resident or patient rooms
Large Retail Developments, Retail Sales and Personal Service Establishments, Offices	Buildings under 10,000 square feet: One parking space per 250 square feet of gross floor area
	Buildings over 10,000 square feet: One parking space per 300 square feet of gross floor area
Restaurants, taverns and bars	One parking space per 100 square feet of gross floor area
Drive-in and Drive-through Business, or drive-in or drive through associated with a business.	Adequate room off-public right-of-way for cars queuing at the window and behind the ordering location
Vehicle Sales, Rental, Repair or Service Establishment; Manufactured Home, Tiny Home, and or Travel Home Sales or Service Establishments	One parking space per 375 square feet of sales and service building gross floor area
Child Care Facility	One parking space per 375 square feet of gross floor area, plus adequate room off-public right-of-way for cars queuing at child pick up/drop off location
Elementary and Middle Schools	One parking space per classroom, plus adequate room off-public right-of-way for cars queuing at student pick up/drop off location
High Schools	Six parking spaces per classroom
Building Material Businesses	One parking space per 375 square feet of sales and service building gross floor area

Hotels and Motels	One parking space for every guest room, plus one parking space per 600 square feet of meeting/conference area
Bed and Breakfasts	One parking space for every guest room, plus two parking spaces for each dwelling unit
Indoor Private Recreational Facility	Two and a half spaces per every 1000 square feet of gross floor area
Medical and Veterinary Clinics	Three parking spaces for each examination room
All Industrial Uses; Commercial Greenhouses	One parking space per 1,000 square feet of gross floor area
All Uses in B-1 District	No off-street parking required

(C) *Bicycle Parking.*

- (1) Bicycle parking is encouraged. Inverted "U" racks and "hitching post" styles are the most versatile and consume the least amount of space. Each "U" or "hitching post" rack is considered to provide two bicycle parking spaces.
- (2) Upon the approval of the City Manager, the required vehicular parking may be reduced by one vehicular space for each six bicycle spaces provided.
 - (a) Racks and other fixtures must be securely affixed to the ground and allow for the bicycle to be locked and chained. The design of bicycle racks and fixtures may be included in final site plans and should be separately marked.
 - (b) Bicycle parking spaces shall be located within 75 feet of the primary entrance to the building. Areas used for bicycle parking spaces shall provide an all-weather surface, have adequate drainage, and lighting. Bicycle parking may not be located where it would impede pedestrian movement.
- (3) Bicycle parking spaces shall be a minimum six feet in length. Bike racks shall be separated a minimum of 30 inches side to side. Where more than one row of bicycle parking is provided, rows of bicycle parking shall provide a 48-inch minimum aisle.

(D) *General Requirements.*

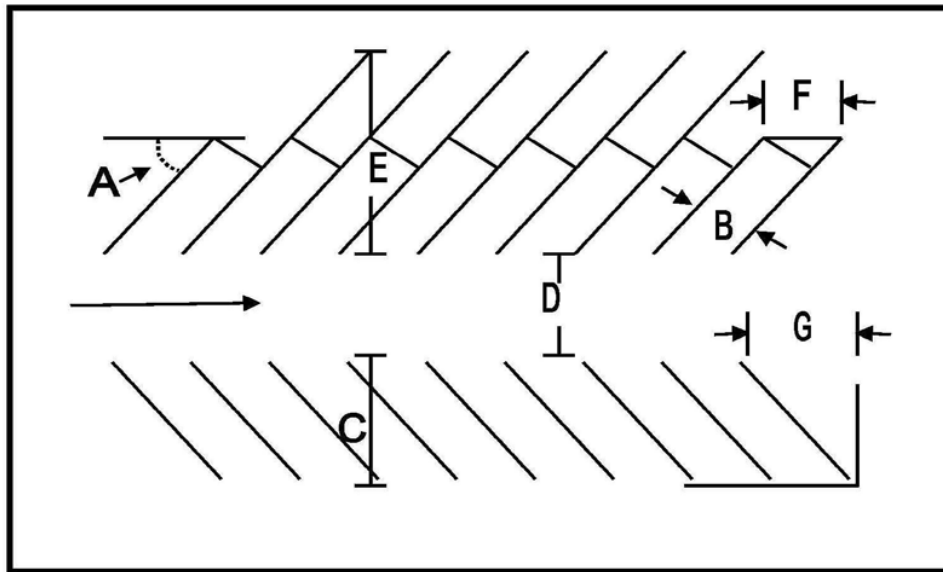
- (1) Parking spaces shall be sized and designed in accordance with standard City specifications, and the provisions of the site development requirements of this Section. All spaces and maneuvering areas shall be paved and maintained in good and safe condition, subject to the following exceptions:
 - (a) Spaces required for employee parking in industrial zoning districts need not be paved if:
 - (i) The employee parking area is delineated and physically separated from the general public parking areas;
 - (ii) The employee parking area conforms to City specifications for street sub-base and base course, per plans to be approved by the City Engineer; and

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- (iii) General public parking and access areas (including alley access areas as appropriate) in all cases shall be paved in accordance with City specifications.
 - (b) Equipment yards and storage areas in commercial and industrial zoning districts need not be paved if:
 - (i) Such areas are delineated and physically separated from general public parking areas;
 - (ii) The equipment and storage areas conform to City specifications for street sub-base and base course, per plans to be approved by the City Engineer; and
 - (iii) General public parking and access areas in all cases shall be paved in accordance with City specifications.
 - (c) Driveways or parking/maneuvering areas directly adjacent and accessing an unpaved City street need not be paved.
- (2) Variances to these requirements shall only be allowed in strict accordance with the provisions of Section 11-7-13 of this Title.
 - (3) Shared parking lots are allowable as long as the aggregate spaces required are provided, and a recorded covenant or lease agreement or plat restriction, on forms approved by the City, allows for exclusive use of the parking by the premises, and further allow the City to enforce maintenance of the parking area.
 - (4) Off-street parking requirements may be subject to partial credit of one space for every two spaces of lawfully developed on-street parking within the public right-of-way adjoining the premises, on local and collector streets, in accordance with the provisions of Section 4-1-13 of the City Code.
 - (5) Parking spaces shall not be in a front yard setback, except for parking in driveways for single-household or duplex dwelling structures. In no case shall parking be allowed in the area between a sidewalk and curb or edge of pavement.
 - (6) Tandem parking (a vehicle parking directly behind another) may be counted towards meeting the required minimum off-street parking for a residential use provided that each pair of tandem spaces serving residential dwelling units is assigned to the same dwelling unit.
 - (7) Any parking space served by an EV charging station or used to site EV charging equipment shall be counted as one standard automobile parking space. Any van-accessible parking space that is designed to accommodate a person in a wheelchair, is served by an electric vehicle charging station and is not designated as parking reserved for a person with a disability under CRS 41-4-1289, shall be counted as at least two standard automobile parking spaces.
- (E) *Site Development Requirements.*
- (1) Unobstructed vehicular access to and from a public street shall be provided for all off-street parking areas. Vehicular access shall be provided in such a way as to protect the safety of persons using such access or traveling on the public street from which such
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access is obtained, and in such manner as to properly utilize the traffic-carrying capacity of the public street.

- (a) All parking areas shall be located and designed so that no vehicle exiting from a parking space shall be required to back onto the right-of-way of a public street, except as provided in Subsection (b) and Subsection (c) of this Section.
 - (b) Vehicles exiting from a parking space for a single-household detached, single-household attached, duplex, triplex, or fourplex dwelling may back onto a public street.
 - (c) Vehicles exiting from a parking space for any use may back onto the right-of-way of an alley adjacent to the property.
- (2) The size, angle, and layout of parking stalls, aisles, and curbs shall conform to the dimensional standards set forth below:

A	B	C	D	E	F	G
<i>Parking Angle</i>	<i>Stall Width</i>	<i>Stall Depth</i>	<i>Aisle Width</i>	<i>Double Stall Depth</i>	<i>Curb Length</i>	<i>Excess</i>
0°	9'	9.0'	12'	N/A	23.0'	0.0'
30°	9'	17.3'	11'	26.8'	18.0'	30.0'
45°	9'	19.8'	13'	33.3'	12.7'	19.7'
60°	9'	21.0'	18'	37.5'	10.4'	12.1'
90°	9'	19.0'	24'	38.0'	9.0'	0.0'



- (3) Adequate maneuvering space shall be provided for the safe and efficient movement of vehicles and pedestrians in parking areas.
- (4) Off-street parking areas shall be located in the same lot or premises as the building or use for which they are required unless such spaces are provided collectively by two or more building or uses on adjacent lots and unless the total number of parking spaces supplied collectively is equal to the number of spaces required for the combined uses.

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- (6) Parking lot islands shall be constructed with concrete curbing adequate to provide protection to the landscape area, and shall be constructed and located in such manner as to not obstruct visibility of intersecting aisles, maneuvering areas, entrances and exits, and pedestrian areas.
 - (7) Off-street parking shall be subject to the landscape provisions of Section 11-8-4 and shall be configured with the necessary setbacks.
 - (8) Parking spaces and accessibility for disabled persons shall be provided in accordance with ADA standards when applicable.
 - (9) Off-street parking areas shall be subject to the outdoor lighting requirements of Section 11-9-3 (C) of this Title.

Sec. 11-8-4. Landscaping.

- (A) The purpose of these landscape requirements is to create an attractive environment which lends itself to the quality of life in the City of Montrose. It is contemplated that these requirements will result, over time, in the enhanced beauty of the City environment, the visual relief from large expanses of off-street paving in commercial and industrial areas, and the promotion of quality development which contributes to the image of the overall community. To this end, well-designed and maintained landscaping is strongly encouraged in all developments, and the requirements set forth below should be regarded only as minimum requirements toward establishing these objectives.
 - (1) All landscape areas shall consist of at least 80 percent living plant material, unless otherwise approved as part of the overall site development plan. Living plant material shall be projected to maturity in determining area coverage (or seasonal peak growth for flowers).
 - (2) Non-plant material such as rock or wood chips, may be used to cover up to 20 percent of the landscape area, unless otherwise approved as part of the overall site development plan.
 - (3) Newly installed landscape parcels in excess of 800 square feet shall include a properly designed and functioning automatic irrigation system providing full coverage to all plant material. All landscape areas not requiring an irrigation system shall be within close proximity of an adequate water supply. It is recommended that plants with similar water requirements be grouped together, and mulches are suggested for all planting beds due to the highly inorganic nature of the soils in this area. Steep grades shall be minimized and erosion shall be prevented in all circumstances.
 - (4) To the extent necessary to establish suitable planting beds, the soil should be properly tilled and prepared prior to installation of the landscaping.
- (B) The following requirements shall apply in determining landscape areas:
 - (1) For all lots, a minimum of 25 percent of the linear frontage of the developed site abutting public rights-of-way, excluding alleys, unexcavated streets and rights-of-way not currently used for public travel, shall be landscaped to a depth of no less than 15 feet, unless the City approves an alternative plan as presenting a more effective landscape view. For example, alternative designs such as the use of planters shall be

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- considered. Such frontage landscape areas shall be utilized in calculating the minimum area requirements set forth in Subsection (B)(2) of this Section.
- (2) Inclusive of the above frontage requirement, landscaping shall meet the following minimum area requirements. These percentages represent the overall minimum space requirements for landscaping:
 - (a) For lots in Residential Zoning Districts, a minimum of 15 percent of the entire lot size not covered by buildings shall be landscaped.
 - (b) For lots in Commercial Zoning Districts, a minimum of eight percent of the entire lot size not covered by buildings shall be landscaped.
 - (c) For lots in Industrial Zoning Districts, a minimum of four percent of the entire lot size not covered by buildings shall be landscaped.
 - (3) In all landscape areas, the plant materials shall not conflict with existing or proposed public utilities. For example, deep root species shall be avoided in places with underground utilities.
 - (4) In parking lot areas with more than a single driveway aisle, landscape islands shall be provided. These islands shall collectively comprise no less than six percent of the interior area of the entire parking lot area, and shall each be large enough to accommodate a mature tree, and no less than six feet in its longest base dimension.
 - (a) Parking lot islands shall be dispersed so to provide visual relief from large expanses of pavement and adequate tree shading.
 - (b) Each island shall include at least one tree, and shall be subject to the 80 percent ground coverage requirement set forth in Subsection (A)(1) of this Section unless otherwise approved as part of the overall site development plan.
 - (c) Parking lot islands shall be constructed with concrete curbing adequate to provide protection to the landscape area, and shall be constructed and located in such manner as to not obstruct visibility of intersecting driveway aisles, maneuvering areas, entrances and exits, and pedestrian areas.
 - (C) Each landscape area shall include a variety of plant types which are regarded as suitable for this climate. Creative and attractive design is encouraged. Additionally, the following minimum quantities of trees and shrubs shall be required for all site developments:
 - (1) On all frontage property subject to the 25 percent requirement set forth in Subsection (B)(1) of this Section, one tree shall be planted for every 30 linear feet of frontage, subject to the visibility requirements in Subsection (E) of this Section.
 - (2) No less than one tree and three shrubs shall be required for every 800 square feet of the entire landscape area. This requirement represents an overall minimum tree requirement, and shall be inclusive of trees planted in frontage areas pursuant to Subsection (C)(1) of this Section and trees planted in parking lot islands pursuant to Subsection B (4) of this Section.
 - (3) On and after January 1, 2026, no site development under this Chapter shall permit the installation, planting, or placing of any nonfunctional turf, artificial turf, or invasive
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plant species as a public or private improvement within the site development, except as permitted by CRS 37-99-101, et. seq.

- (D) For properties with existing landscaping prior to development or modification, the existing landscaping, to the extent that it conforms with these Site Development Standards, shall be accounted in determining whether the above spatial requirements and minimum tree and shrub requirements are satisfied.
- (E) In areas critical to pedestrian and vehicular traffic, shrubs and other plants must be installed and maintained to provide clear visibility. On-site comers abutting intersecting roadways, all landscaping shall be limited to natural turf, ground cover or shrubs below 30 inches above the level of the roadway for a distance of at least 25 feet along each side of the comer, or 50 feet along arterial or collector streets. Landscaping near entries intersecting roadways shall also be subject to this same restriction.(F) Use of the Right-of-Way for Landscaping.
 - (1) The owner of the abutting property is encouraged to landscape those portions of abutting street right-of-way not being used for street, sidewalk, bike path or other public purposes.
 - (2) Existing landscaping, including ground cover, turf, trees, and shrubs may not be removed unless such removal is approved by the City.
 - (3) The use of irrigated ground cover, turf, flowering plants, shrubs and trees is encouraged. Xeriscape landscaping making substantial use of low water-consumptive plant species and non-plant materials such as decorative rock is permissible, subject to Subsection (H) below and the following condition:
 - (a) At least ten percent of the xeriscape area is covered with living plant material, and the xeriscape area is planned and constructed in such a manner as to enhance compatibility with other abutting landscaped areas.
- (G) The property owner of record, or homeowner's association where applicable, shall be ultimately responsible for landscape maintenance. All landscape shall be continuously maintained including necessary watering, weed removal, litter removal, pruning, pest control and replacement of dead or diseased plant material. Replacement or dead or diseased plant material shall be of the same type of plant material as set forth in the approved landscape plan (i.e., a tree must be replaced with a tree), and all replacement must occur with due diligence, but in no event shall it occur in more time than one year.
- (H) The following Materials Standards shall be required:
 - (1) All plant materials shall be acclimated and selected for their adaptability to local conditions.
 - (2) The minimum size and characteristics of plant materials at the time of planting shall be as follows:
 - (a) Deciduous trees: 1 ½-inch caliper, measured six inches above ground.
 - (b) Coniferous trees: Six feet in height.
 - (c) Deciduous and evergreen shrubs: Five-gallon size.

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- (d) Ground covers and vines: One-gallon size; except for junipers and other shrub-like ground covers, which shall be five-gallon.
 - (3) All plant materials must meet specifications of the American Association of Nurserymen (AAN) for number one grade. The AAN Standards are on file with the City, and available for review.

Landscaping in public right-of-way must comply with the City's approved ROW plant list; all other landscaping must be appropriate to the region with no invasive plant species.

- (I) In instances where non-plant materials are to be used in landscape areas by City approval, underlying weed barriers (geotextile fabric) shall be applied. The following requirements shall also apply:
 - (1) If rock or stone is being applied, it must be one to three inches in size, and applied to a minimum of three inches in depth. If redwood bark or woodchips are being applied, the depth must be at least three inches.
 - (2) All landscape timbers or railroad ties must be new, unless specified otherwise by the City, and must be pressure-impregnated with a wood preservative meeting federal standards.
 - (3) The applicability of any specific deviation in spatial requirements and plant material quantities shall be evaluated on its own unique site-specific condition and in reference to the design and content of the overall site development plan, the relationship of adjacent land uses and overall landscape architectural character of the surrounding area.
- (J) All landscape installation shall be done in accordance with Section 4-6-8 of the Montrose Regulations Manual.

Sec. 11-8-5. Screening and buffering.

- (A) Screening shall be required between a nonresidential, commercial or industrial use located in any zone and an adjacent residence located in the "OR" or other residential zoning districts, if the residence was in use as a residence prior to the commencement of the commercial use, and the commercial use will create or is creating unreasonable noise, dust, odor, emanation of light or other conditions which are incompatible with the reasonable enjoyment of the abutting premises as a residence and such conditions can be ameliorated by the erection of screening.
- (B) The screening shall be of a type and design meeting the requirements of the City standards, which will provide significant relief to the affected residence without undue hardship to the commercial activity. Tall thick hedges may be used in lieu of artificial screening.
- (C) Commercial and industrial storage areas (i.e., loading dock areas, yards and warehouses) shall be screened from:
 - (1) Adjoining public rights-of-way, excluding alleys, unexcavated streets and rights-of-way not currently used for public travel; and
 - (2) Adjoining residential areas. Screening shall be effectuated by use of landscaping and/or structural features such as berms and opaque fencing. Retail facilities such as car dealerships and rental businesses are not considered commercial storage areas for the

purposes of this Subsection. In instances where landscape screening is utilized, emphasis shall be placed on evergreen species which effectively provide year-round screening.

- (D) All trash receptacle areas in commercial, industrial or residential areas, excluding alley ways, shall be enclosed so as to effectively provide screening of the trash containers, or located in such a manner so as to eliminate view from adjoining rights-of-way and residential areas. Screening and/or location of trash receptacles shall, in all instances, allow for vehicular access for trash removal.

Sec. 11-8-6. Fences, hedges and walls.

- (A) No fence may be installed until a fence permit has been approved pursuant to this Section. The permit fee will be set pursuant to the City regulation manual.
- (B) For all uses in residential districts, fences and free-standing walls shall not exceed four feet in height when located within the required front yard setback and six feet elsewhere. An eight-foot fence may be used in back yards if it does not impede visibility.
- (C) For all uses in commercial and industrial districts, fences and freestanding walls shall not exceed four feet in height when located within the required front yard setback and eight feet elsewhere. An additional two feet shall be allowed for barbed wire where it meets the requirements of Subsection (F) of this Section.
- (D) No fence, free-standing wall, hedge or other plantings shall be located, constructed, or maintained in such a way as to obstruct the view of abutting streets or intersections by motorists and pedestrians
- (E) Electrically charged fences are allowed within the City only if in a location made inaccessible to persons, who would not know the fence is electrified, by virtue of another fence or structure.
- (F) Barbed wire fences are allowed in industrial and commercial districts only if the barbed wire is a minimum of six feet above the ground. No barbed wire fence may be maintained in other districts unless necessary to confine livestock lawfully kept within the City.
- (G) Temporary fences installed to provide security and protection around a construction site are permitted and need not be in conformance with the standard height requirements set forth in Subsections (B) and (C) of this Section.
- (H) Chain link and similar type fencing of open wire material which does not obstruct views around sports facilities and which is installed for security and safety, sports play, including, but not limited to, tennis courts, baseball outfields, backstops, batting cages, and golf courses are not subject to the height requirements set forth in Subsections (B) and (C) of this Section.

Sec. 11-8-7. Canopies and awnings.

No canopy or other permanent structure, other than an awning unsupported by the ground, or a sign allowed under the provisions of Chapter 11-10 of this Title, may project over any public right-of-way, except one within a "B-1" district which meets the criteria of this Subsection.

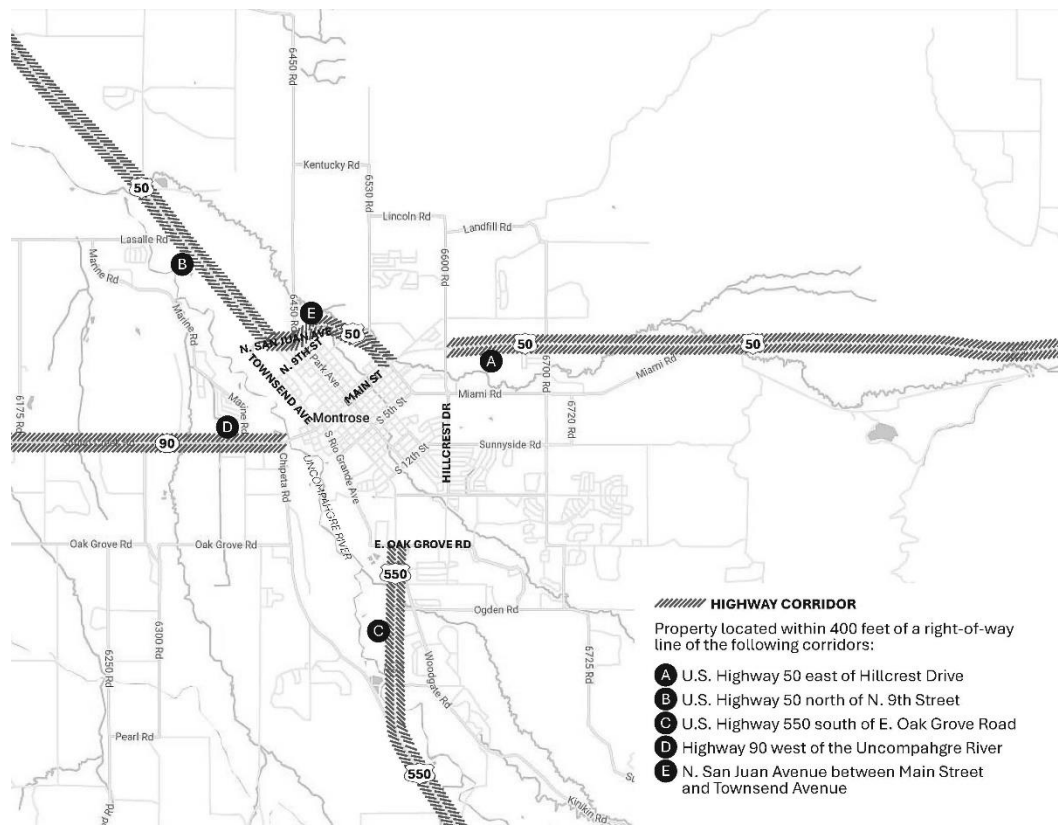
- (1) A permit shall be obtained for any awning projecting over any public right-of-way in the B-1 district from the City.

- (2) All awnings shall be a minimum of eight feet above the grade of the right-of-way. No awning shall extend past the curb of the City right-of-way.
- (3) No awning may be installed, permitted or maintained which interferes with City landscaping, streetscape, lights, signs or other use of the right-of-way, or extends over an alley right-of-way.
- (4) No vested right to maintain an awning extending over or upon the public right-of-way shall ever be acquired, and the City may require it to be removed or remove it at any time for any reason in its sole discretion.

Sec. 11-8-8. Highway corridor overlay standards.

- (A) Property located within 400 feet of a right-of-way line of U.S. Highway 50, east of Hillcrest and north of North 9th Street; of U.S. Highway 550, south of East Oak Grove Road; and of Highway 90 west of the Uncompahgre River; and of North San Juan Avenue between Main Street and Townsend Avenue, as shown in Figure 8.1, shall be subject to the following supplemental site development standards in addition to other applicable requirements. Whichever City ordinance or regulation requires the more stringent or restrictive requirement shall apply.

Figure 8.1
Highway Corridor Overlay Areas



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- (1) No building or structure other than fences may be constructed within 50 feet of a highway right-of-way, except in the following circumstances:
 - (a) A variance is granted pursuant to Section 11-7-13 of this Title.
 - (b) The property is on a lot approved as part of a prior-approved City subdivision which provides for different setbacks or setbacks in accordance with City zoning dimensional standards.
 - (2) No fence, freestanding wall, or berm located within 50 feet of a highway right-of-way shall exceed four feet in height above grade, except for screening required by state or federal law or City ordinances or regulations.
 - (3) No building or structure shall exceed 40 feet in height or the maximum height set out in City zoning dimensional requirements, whichever is more restrictive, unless a variance is granted pursuant to Sections 11-7-13 of this Title.
 - (4) Building facades which are constructed of smooth-face concrete, smooth-face concrete block, metal siding, or similar monolithic building materials in a flat plane, shall be designed to include other surface materials (in a minimum amount of 25 percent of the building's wall area facing or clearly visible from a public right-of-way, public park, or public open space), which may include, but are not limited to, contrasting materials such as brick, stucco, wood or stone veneers. Other architectural elements must also be included in the design, which include, but are not limited to, architectural projections such as dormers, roof overhangs, protective canopies, and creatively shaped window openings.
 - (5) Exterior mechanical equipment shall either be incorporated in the overall form of the building or screened from view from any street by materials consistent with the landscaping and the main building.
 - (6) Refuse collection containers and areas shall be screened from view from any street or residential area by materials consistent with the landscaping and building.
 - (7) *Landscaping.*
 - (a) Landscaping shall be installed and maintained to a minimum depth of 15 feet along 70 percent of the state highway frontages, excluding driveways and sidewalks. Such landscaping shall consist of trees, shrubs, and ground covers, and may include up to a maximum 20 percent coverage in inert materials such as decorative paving stones, lava rock, pea gravel, etc.
 - (b) Landscaping shall be installed and maintained to a minimum depth of 15 feet along a minimum of 25 percent of the secondary street frontages, excluding driveways and sidewalks. Such landscaping shall consist of trees, shrubs, and ground covers, and may include up to a maximum 20 percent coverage in inert materials such as decorative paving stones, lava rock, pea gravel, etc.
 - (c) Parking areas located on the front or side of a building with 25 or more spaces shall incorporate landscaped islands disbursed throughout the parking with areas totaling a minimum of six percent of the parking area.
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- (B) The regulations of this Section shall apply to the entire building, lot, parcel or contiguous lots or parcels which constitute a single site, when any part thereof is located within 400 feet of the right-of-way of the highway segments described in Subsection (A) of this Section.
 - (C) The standards of this Section shall be applied to all site development plans processed by the City pursuant to Section 11-8-1.
 - (D) Any use, parcel, building or structure which at the effective date of the ordinance from which this Section is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Section is derived, was lawfully existing and maintained in accordance with the previously applicable county or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Section, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by Section 11-7-11(C) of this Title. Uses, parcels, structures or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

Sec. 11-8-9. Large retail development standards.

- (A) The following standards shall apply to large retail developments within the City. These standards shall apply to all projects or developments for retail establishments of more than 10,000 square feet of gross retail floor area.
- (B) The regulations of this Section shall apply to the entire building, lot, parcel or contiguous lots or parcels that constitute a singular site development.
- (C) No building permit for new construction of large retail establishments, or additions to existing retail establishments which would increase the gross square feet of floor area by 50 percent or more and result in the creation of a large retail establishment, shall be approved unless a site development plan for large retail establishment has been reviewed and approved by the City in accordance with the review process as defined herein.
- (D) A large retail development shall comply with the following architectural requirements:
 - (1) Facades greater than 100 feet in length, measured horizontally, shall incorporate wall plan projections or recesses having a depth of at least three percent of the length of the facade and extending at least 20 percent of the length of the facade.
 - (a) No uninterrupted length of any facades that face public streets shall exceed 100 horizontal feet.
 - (b) Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features comprising no less than 60 percent of their horizontal length.
 - (c) Building facades shall include color changes and texture changes as more specifically set forth in Subsection (3) below. For the purpose of these provisions, the term "facade" means the portion of any exterior elevation on the building extending the entire length of the building.

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- (2) Roofs shall be designed to include parapets to conceal flat roofs and rooftop equipment such as HVAC units. Roofs shall be designed with sloped planes and overhanging eaves as more specifically set forth in Subsection (4) below.
 - (3) Buildings should have architectural features and patterns that provide visual interest, promote pedestrian traffic, and reduce massive aesthetic effects. Toward these objectives, building facades shall include the elements listed below.
 - (a) A repeating pattern that includes no less than three of the following, at repeated intervals of no more than 30 feet horizontally or vertically:
 - (i) Color change;
 - (ii) Texture change;
 - (iii) Material module change;
 - (iv) An expression of architectural or structural bays through a change in plane no less than 12 inches in width, such as an offset, reveal or projecting rib.
 - (b) Evergreen trees shall be planted at intervals of no greater than 20 feet.
 - (4) *Roof Lines.* Variations in rooflines should be used to add interest to, and reduce the massive scale of large buildings. Toward these objectives, roofs shall have at least two of the following features:
 - (a) Parapets concealing flat roofs and rooftop equipment such as HVAC units from public view. The term "parapets" means those portions of the wall that extend above the roofline. The average height of such parapets shall not exceed 15 percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall. Such parapets shall feature three - dimensional cornice treatments.
 - (b) Overhanging eaves, extending no less than three feet past the supporting walls for no less than 30 percent of building perimeter.
 - (c) Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every one foot of horizontal run.
 - (d) Three or more roof slope planes.
 - (5) *Materials and Colors.*
 - (a) Exterior building materials and colors comprise a significant part of the visual impact of a building. The aesthetic effect should be compatible with the surrounding landscape. Predominant exterior building materials shall be high quality materials, and include, without limitation, brick, wood, sandstone, other native stone, and tinted, textured concrete masonry units.

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- (b) Facade colors shall be of low reflectivity, and shall be subtle, neutral, or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
 - (c) Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be allowed for such purposes.
 - (d) Predominant exterior building materials shall not include smooth-faced concrete units, tilt-up concrete panels, or pre-fabricated steel panels.
- (6) *Entryways.* Entryway design elements and variations should give orientation and aesthetically pleasing character to the building. Toward these objectives, each principal building on a large retail site shall have clearly defined, highly visible customer entrances featuring no less than three of the following:
- (a) Canopies or porticos;
 - (b) Overhangs;
 - (c) Recesses and/or recessions;
 - (d) Arcades;
 - (e) Raised corniced parapets over the door;
 - (f) Peaked roof forms;
 - (g) Arches;
 - (h) Outdoor patios;
 - (i) Display windows;
 - (j) Architectural details such as tile work and moldings that are integrated into the building structure and design;
 - (k) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- (E) A large retail development shall comply with the following off-street parking requirements:
- (1) Off-street parking shall be designed so that no more than 60 percent of the total off-street parking for the site devoted to the large retail establishment is located between the front facade of the large retail establishment and the abutting street, unless all of the conditions and standards set forth in Subsection (A) of this Section are met;
 - (2) Up to 80 percent of the total off-street parking for the site devoted to the large retail establishment may be located between the front facade of said establishment and the abutting street, when the City determines that all design standards set forth below have been met:
 - (a) Landscaping shall be increased to 12 percent of the large retail establishment's site, not including areas of the site occupied by building footprints; and
 - (b) Two- to four-foot undulating berms shall be provided directly adjacent to a minimum of 80 percent of the parking lot boundaries that abut public streets; and
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- (c) Every third parking aisle shall be provided with a continuous eight-foot dedicated pedestrian path through the parking lot. Unless specifically stated otherwise in a plat note or agreement with the City, maintenance of said pedestrian path shall be the responsibility of the owner or occupant of the large retail site.
- (F) Any retail establishment or development having greater than 25,000 square feet of gross floor area shall be subject to a 35-foot setback from the establishment's or development's facade to the nearest property line.
- (G) Where the large retail establishment adjoins residential uses, an earthen berm, no less than six feet in height, containing evergreen trees so as to provide effective visual screening of the establishment, shall be provided.
- (H) Areas for outdoor storage, truck parking, trash collection, loading or other such uses shall be effectively screened from abutting streets and adjoining residential neighborhoods.
- (1) Appropriate locations for loading and outdoor storage areas shall include areas between buildings, where more than one building is located on a large retail site and such buildings are not more than 40 feet apart, or on those sides of buildings that do not have customer entrances.
 - (2) No areas for outdoor storage, trash collection or compaction, loading or other such uses shall be located within 20 feet of any public street, public sidewalk, or internal pedestrian walkway.
 - (3) Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and the large retail site development so that the visual and acoustic impacts from those functions are fully contained and out of view from adjacent properties and public streets, and shall be made of the same materials as the principal building structure.
 - (4) Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with walls and fences. Materials, colors, and designs of screening walls and/or fences, as well as the cover, shall conform to those used as predominant materials and colors of the building.
 - (5) The applicant for the large retail site development shall submit evidence that sound barriers between all areas for delivery and/or loading operations effectively reduce noise emissions to a level of 45 dB, as measured at the lot line of any adjoining property. No delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the aforementioned standard is met.
 - (6) Outdoor vending machines shall be screened from adjoining properties and/or public streets.
- (I) Sidewalks at least six feet in width shall be provided along all sides of the site that abuts a public street. Continuous internal pedestrian sidewalks, no less than six feet in width shall be provided from those sidewalks along public streets to the principal customer entrance. Sidewalks no less than eight feet in width shall be provided along the full length of the
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- building along any facade featuring a customer entrance, and along any facade abutting parking areas. All sidewalks shall remain unobstructed.
- (1) Required internal pedestrian walkways shall provide weather protection features such as awnings or arcades within 30 feet of all customer entrances.
 - (2) All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the development.
- (J) Bicycle racks shall be provided with each large retail development, with a capacity of bicycle space as calculated by one space for each ten automobile parking spaces.
- (K) Each large retail development shall provide a minimum of one transit stop, which may be incorporated into a pedestrian plaza. The transit stop should provide easy accessibility to transit vehicles and provide the following elements, at a minimum:
- (1) Three seating benches. Two-thirds of the total seating shall be located indoors; one-third shall be located in an outdoor seating area, which shall be enclosed on three sides.
 - (2) Pick-up/drop-off area.
 - (3) Defined curb pull-out/parking lane for transit vehicles, a minimum of 50 feet in length.
 - (4) The transit stop area shall be dedicated to that purpose, and not utilized for storage or display of merchandise.
- (L) All outdoor and exterior lighting shall comply with Chapter 11-9 of this Title.
- (M) All required improvements shall be maintained in good repair and safe condition. Violation of this provision is hereby declared to be a nuisance which may be abated by the City in any lawful manner.
- (N) Variances by the Planning Commission may be granted from the requirements of this Section if it determines that all of the criteria below are met:
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography or other physical conditions peculiar to the site which make it infeasible to develop or use the site in conformity with the provisions of this Chapter.
 - (3) The unusual circumstances have not been created as a result of the action or inaction of the applicant, other parties in interest with the applicant, or predecessor in interest.
 - (4) The variance requested represents the minimum variance that will afford relief and allow for reasonable use of the property.
 - (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.
 - (6) An alternative site planning and building design approach has been submitted which substantially meets the objectives of the standards and regulations as provided herein.
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The burden shall be on the applicant to show that these criteria have been met. The review procedures as set forth in Section 11-7-13 of this Title shall apply.

- (O) Any use, parcel, building or structure which at the effective date of the ordinance from which this Section is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Section is derived, was lawfully existing and maintained in accordance with the previously applicable county or City regulations and ordinances but which does not conform or comply with the regulations as provided in this Section, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by Section 11-7-11(C) of this Title. Uses, parcels, structures or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

11-8-10. Wildland fire mitigation.

In areas identified by the fire protection district as having a specific wildland fire danger, a wildfire mitigation plan shall be prepared by a qualified professional for inclusion with the submittal of a site development plan.

- (1) The wildfire mitigation plan shall address, at a minimum, the following:
 - (a) Access, ingress, egress, and evacuation;
 - (b) Fuel modification;
 - (c) Water supply;
 - (d) Construction, location, and design of structures; and
 - (e) Ignition potential.
- (2) The wildfire mitigation plans shall be prepared in accordance with National Fire Protection Associate (NFPA) standards, as applicable.
- (3) In addition to any recommended wildfire mitigation methods, the site development plan shall identify any existing trees proposed to be removed for fire mitigation. Further, a schedule showing when the fire mitigation will be performed and when it will be completed, and a plan for disposal of the vegetation removed for fire mitigation, shall be included with the site development plan.
- (4) The City Manager may authorize or require a deviation from these standards if another arrangement more satisfactorily complies with NFPA or local standards.

11-8-11. Measurements and exceptions.

(A) General.

- (1) A building, structure, or lot shall not be developed, used, or occupied unless it meets the maximum height and minimum lot and yard requirements set forth for the zoning district in which it is located, except as otherwise established in this Title or unless a variance has been granted.

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- (2) When the computation for maximum density results in a fraction, the next lowest integer shall apply, and the maximum density permitted shall be the number equal to such integer.
 - (3) When the computation for minimum off-street parking spaces results in a fraction, the next highest integer shall apply, and the minimum number of off-street parking spaces provided shall be the number equal to such integer.
 - (4) All heights shall be measured in accordance with the definition of height in Section 11-15-2 of this Title.
 - (5) A yard setback, lot area, or lot width required by this Title shall not be included as part of a yard setback, lot area, or lot width for another building or structure or lot, except as otherwise provided in this Section.
 - (6) No structure shall project into any required easement or public right-of-way, except as otherwise provided in this title.
- (B)** Table 8.2 identifies permitted exceptions and encroachments into required setbacks and height limits.

Table 8.2
Permitted Exceptions and Encroachments

STRUCTURE OR FEATURE	CONDITIONS OR LIMITS
Accessory structure less than 200 square feet in floor area and less than 10 feet in height	Exempt from side and rear setbacks, provided that the structure does not encroach into a recorded easement. Not permitted in required front setbacks.
Accessory electric vehicle charging station; Accessory solar energy system, ground mounted; and/or Accessory wind energy system	Exempt from side and rear setbacks except when prohibited by building code. Not permitted in required front setbacks.
Masonry ledges, window sills, belt courses, chimneys, fireplaces, cantilevers, architectural features, cornices, eaves, and roof overhangs	May extend 2 feet into a required setback, but not closer than 2 feet to any property line
Landscaping, walkways and stairways, landings associated with stairways, handicap ramps, and railings	Exempt from setback and yard requirements
Community exchange or charitable boxes such as little library book exchanges or pantry food supply boxes	Exempt from front yard setbacks, provided the portion of the yard occupied by the box does not exceed 4 square feet
Unenclosed porches, patios, and decks (30 inches or less in height above grade)	May extend 8 feet into required front yard setback and may extend into required rear yard setback

STRUCTURE OR FEATURE	CONDITIONS OR LIMITS
Unenclosed porches, patios, and decks (greater than 30 inches in height above grade)	May extend into the rear yard setback up to 10 feet from the rear lot line
Open fire escapes (where already existing on the effective date of this ordinance from which this Section is derived)	May extend up to 4 feet into any required setback
Raised garden beds no more than three feet in height	Exempt from setback requirements
EXCEPTIONS TO BUILDING HEIGHT LIMITS	
Accessory rooftop solar collectors	May extend up to 24 inches above the height limit for primary structures when installed on a pitched roof, and up to 5 feet above the height limit for primary structures on a flat roof
Spires, bell towers, and similar decorative features on buildings containing primary religious, civic, educational, and institutional uses	Exempt from height limit, provided the horizontal footprint of the feature does not exceed 10% of the horizontal area of the building roof plane from which they project vertically
Structures built to support, shelter, or enclose emergency warning sirens, communication antennae, or other public safety devices operated by government agencies.	Exempt from height limit
Structures required to comply with the federal Telecommunications Act of 1996	Exempt from height limit

CHAPTER 11-10. SIGNS

Sec. 11-10-1. Purpose and intent.

- (A) It is the purpose of this Chapter to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements. The provisions in this Chapter are intended to:
- (1) Enable the identification of places of residence and business.
 - (2) Allow for the communication of information necessary for the conduct of commerce.
 - (3) Lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
 - (4) Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business.
 - (5) Protect the public from the dangers of unsafe signs, to include those which may confuse or obstruct wayfinding for emergency services.
 - (6) Permit signs that are compatible with their surroundings and aid orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
 - (7) Encourage signs that are appropriate to the zoning district in which they are located.
 - (8) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains.
 - (9) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.
 - (10) Regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians.
 - (11) Ensure the fundamental First Amendment right of free speech is recognized and protected in the City's regulation of signs, within the guidelines provided by controlling court decisions.
- (B) If any part, Section, Subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Chapter and/or any other provisions are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the validity or enforceability of any other prohibition herein.

Sec. 11-10-2. General provisions.

- (A) Off premise signs, as defined in Section 11-15-2 of this Title are not permitted, with only the following exceptions:
- (1) Signs within the boundary of a new subdivision unless less than ten percent of the lots remain for initial sale.

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- (2) Signs on City-owned property, unless otherwise provided in this Chapter.
 - (3) Signs within outdoor athletic venues, such as ballparks, golf courses, football fields, and soccer fields which are directed to spectators and participants in a manner to minimize visual impact outside of the athletic venue.
 - (4) Signs included within a coordinated sign plan.
 - (5) Signs approved in accordance with a Special Event sign permit.
 - (B) No sign shall be located so that the safety of a moving vehicle or pedestrian will be impaired by obscuring their vision or obstructing their travel.
 - (C) The color or format shall not resemble or conflict with traffic signs or signals, as shown or described by the Manual of Uniform Traffic Control Devices (MUTCD), as amended from time to time.
 - (D) All signs must be maintained in good repair. Temporary signs not maintained in good condition, including, but not limited to, those that have faded, torn, become tattered, droopy, hazardous, or untethered, shall be removed or repaired. Temporary signs not maintained in good condition shall be considered a nuisance, and may be abated by the City in accordance with the City's nuisance abatement procedures.
 - (E) Illumination of signs shall be arranged to reflect away from residential properties, and shall otherwise comply with Chapter 9 Outdoor Lighting of this Title.

Sec. 11-10-3. Nonconforming signs.

- (A) The following nonconforming signs may continue to be used and maintained only in accordance with and subject to the limitations, criteria and requirements of this Section:
 - (1) Signs which were or are lawfully erected and maintained under applicable existing federal, state and County regulations prior to and at the time of annexation to the City and which have been or are maintained as legally nonconforming signs in accordance with City regulations thereafter.
 - (2) Signs which were or are lawfully erected and maintained in accordance with City sign regulations in effect at the time of their erection, but which became or become nonconforming on account of subsequent amendment to the City sign regulations.
 - (3) Signs which would otherwise not be permitted may be temporarily allowed, for a period of up to 12 months, in the discretion of the City Manager, if an emergency, hardship, or new business in that location requires such temporary forbearance from this Chapter, and the owner submits a cash escrow in the amount of 150 percent of the estimated cost, to the City for installation of signage compatible with current City regulations.
- (B) Signs which are nonconforming in the following respects shall not be permitted and shall be brought into conformity immediately, or upon annexation, notwithstanding any other provision of this Section.
 - (1) Any rotating, flashing or animated sign.

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- (2) Any sign which was erected in violation of the requirements of applicable federal, state, County or City regulations in effect at the time of erection.
 - (3) Any sign which creates a hazard to pedestrians or vehicular traffic by creating sight barriers, by having a color or format which resembles or conflicts with traffic control devices, or otherwise.
 - (4) Any sign which is not maintained in reasonably good repair or which creates a safety hazard to persons or property.
 - (5) Any sign which creates a public or private nuisance.
- (C) Signs which were lawfully nonconforming on February 1, 1984, or upon annexation subsequent thereto may be used and maintained only substantially as such sign existed on February 1, 1984, or the date of annexation. No material change or alteration may be made which increases the nonconformity, or which alters the size of the sign; provided, however, ordinary maintenance of the sign is permitted.
- (D) The right provided herein to maintain a nonconforming sign shall be terminated and the sign removed or brought into compliance with these regulations along with any other signs related to the same business under the following conditions:
- (1) Abandonment of the sign, abandonment or termination of the related business, or an interruption in continuance of the related business for a period of 90 days.
 - (2) A violation of any provision of this Chapter by the owner or party in lawful possession of the sign. The destruction of the sign, or damage to the sign such that the cost of repair is greater than 50 percent of the replacement cost of the sign.
- (E) Existing signs on nonconforming uses may be permitted to continue for as long as the nonconforming use exists, but may not be extended or altered in any way.

Sec. 11-10-4. Sign permits.

- (A) *Sign Permit Required.* Except as provided in this Section, all signs shall require a sign permit, on forms acceptable to the City, issued by the City Manager following the same procedure as a building permit, and with administrative fees as set forth in the City Regulation Manual. The burden shall be upon the applicant for a sign permit to prove compliance with applicable provisions of the City's outdoor lighting regulations. (Chapter 9 of this Title)
- (B) *Exempt Signs.* The following signs are exempt from obtaining a sign permit:
- (1) *Temporary Signs.* Each business may have one temporary sign or banner at a time, in addition to their permitted signs. A temporary sign or banner shall comply with applicable area and height limitations, be maintained in good repair, not interfere with the reasonable use of adjoining property, or create a nuisance. The area of such a temporary sign shall not be included in maximum sign area calculations.
 - (2) Official traffic control devices.
 - (3) Signs and notices erected, owned and maintained by the City of Montrose.

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- (4) Signs within outdoor athletic venues, such as ballparks, golf courses, football fields, and soccer fields which are directed to spectators and participants in a manner to minimize visual impact outside of the venue.
 - (5) Window signs.
 - (6) *Portable Signs.*
 - (a) One portable sign per business or use may be erected without a City sign permit in all commercial zones, not to exceed 16 square feet in sign area and four feet in height, in addition to the maximum sign area permitted as indicated in Section 11-10-6. The permittee shall be required to obtain additional permits from other agencies, if required by law. Such signage shall not create a nuisance; nuisances created by such signs may be abated in accordance with the City's nuisance laws.
 - (b) In the "B-1" zone only, a business may place one portable sign directly in front of, or directly beside their business premises, so long as the sign does not create a traffic or other safety hazard, or unreasonably impede pedestrian traffic on the sidewalk, and conforms substantially to the design guidelines developed by the applicable retail merchants' association or downtown merchants' association for such signs, if any; responsibility for enforcement of said retail merchants' design guidelines shall not be upon the City.
 - (7) Dispenser type displays such as soft drink machines, gasoline pumps, tire displays and ice machines, with information printed by the manufacturer on the dispenser, provided the City determines they are not detrimental to the general appearance and character of the area.
 - (C) This Chapter is not intended to control or limit appropriate seasonal decorations which do not constitute a public nuisance or hazard.
 - (D) *Revocable Encroachment Permit Required.* Signs may be placed on City property by other parties only if authorized by the City or specifically allowed by City ordinances or regulations, a revocable encroachment permit, easement, or other specific authorization. The City may issue a revocable encroachment permit to the owner of abutting premises on street rights-of-way with at least a 100-foot right-of-way width, on terms appropriate to protect the City's interests, when the area encroached is not currently needed for vehicular or pedestrian traffic, so long as no nuisance or safety hazard will be created. Signs placed on City property without authorization are subject to removal and disposal by the City.
 - (E) *Special Event Sign Permit Required.* Festivals, fairs, markets, commercial or noncommercial sales, and public events shall obtain a Special Event sign permit for all signage, and shall be exempt from the temporary sign limitations of this Section, provided said festival, fair, market, commercial or noncommercial sale or event is open for public use no more than 96 consecutive hours, or four calendar days, including those times when the festival, fair, market, commercial or noncommercial sale or event is not in actual operation. The sign face area of Special Event signs shall not be included in the maximum sign area subject to a sign permit. All signage related to the festival, fair, market commercial or noncommercial sale or event shall be promptly removed at the conclusion thereof. Festivals, fairs, markets, commercial or noncommercial sales, and public events may obtain Special Event sign permits up to 12 times per calendar year; said permits may run consecutively.
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Balloons, streamers, flags and pennants may be allowed up to the maximum height of a freestanding sign allowed in the zone in which the event is located. All balloons of any shape must fit within a three-foot cube (three feet high by three feet deep by three feet wide). Human-held and human-powered signs, and live, costumed advertisers or performers shall also be allowed; all other animated signs not listed specifically in this Subsection shall be prohibited. All signage subject to a Special Event sign permit shall be on-premises. The permit may contain conditions as appropriate to protect the reasonable use of adjoining property, and the public.

(F) *Variances.*

- (1) In some instances, a sign may not meet all of the standards established in this Chapter, but still accomplishes the purposes of this Chapter.
- (2) In such cases, the City Manager may approve variances to the number of signs, or variances of no more than 25% to height, sign area, and setback.
- (3) The City Manager may impose any conditions deemed reasonably necessary to ensure continued compliance with the approval criteria.
- (4) Variances shall automatically lapse upon redevelopment of the property with no right of assignment unless the scope of redevelopment is limited, and the City Manager agrees that the variance can remain in effect.
- (5) This procedure is the exclusive means for requesting variances to sign standards.

Sec. 11-10-5. Coordinated sign plan.

The coordinated Sign Plan Regulations as enacted by Ordinance No. 2155 shall continue in full force and effect solely as to properties which have recorded a Coordinated Sign Plan Declaration of Covenants. The Declarant, their heirs, successors and assigns may, at any time, elect to record a document revoking said Declaration of Covenants, making the property encumbered thereby subject to the current version of this Chapter.

Sec. 11-10-6. Sign standards by zoning district.

The provisions in Table 10.1 apply with respect to the zones and uses indicated.

Table 10.1
Sign Standards by Zoning District

Zoning District	Maximum Number of Signs	Maximum Square Footage of Signs Per Lot- All Signs Combined	Maximum Height of a Freestanding Sign	Maximum Size of a Freestanding Sign*
B-1	Three	The lesser of 1.5 sq. ft. per linear foot of principal street frontage or 200 sq. ft.	20 feet	Single-tenant: 96 sq. ft. Multi-tenant: 144 sq. ft.
B-2, B-2A, B-3	Three	The lesser of 1.5 sq. ft. per linear foot of principal street frontage or 300 sq. ft.	25 feet	Single-tenant: 96 sq. ft. Multi-tenant: 144 sq. ft.
B-4	Three	The lesser of 1.5 sq. ft. per linear foot of principal street frontage or 200 sq. ft.	10 feet	Single-tenant: 96 sq. ft. Multi-tenant: 144 sq. ft.
Lots with two or more separate businesses in the B-2, B-2A, B-3, I-1, and I-2 zones	One Freestanding, One wall sign for each business frontage on a street or parking lot	1.5 sq. ft. per linear foot of principal street frontage (no maximum sq. ft.). Building wall signs are limited to 1.5 sq. ft. per linear foot of each business frontage.	25 feet	144 sq. ft.

I-1, I-2	One	The lesser of 1.5 sq. ft. per linear foot of principal street frontage or 200 sq. ft.	10 feet	Single-tenant: 96 sq. ft. Multi-tenant: 144 sq. ft.
OR	Two	32 sq. ft.	6 feet	Buildings 2,000 sq. ft. or less: 4 sq. ft. Buildings over 2,000 sq. ft.: 32 sq. ft.
RL, R-1, R- 1A, R-1B, R-2, R-3, R-3A, R- 4, R-5, R-6	Two	Buildings 3,000 sq. ft. or less: 6 sq. ft. Buildings more than 3,000 sq. ft.: 32 sq. ft.	6 feet	Buildings 3,000 sq. ft. or less: 6 sq. ft. Buildings over 3,000 sq. ft.: 32 sq. ft.
MHR	Two	12 sq. ft.	4 feet	6 sq. ft.

Other Signs by Zone District	Number	Sign Size	Maximum Height of a Freestanding Sign	Permit Required
Electronic Reader Boards (B-2, B2-A and B-3 Only)		May be no larger than 48 sq. ft.	25 feet	Yes
Temporary Signs and Banners (Nonresidential zoning only)	One	64 sq. ft.	25 feet	No
Portable Sign (Commercial Zones only)	One sign per business or use	16 sq. ft.		No
Development Entrance Sign (All Zones)	Two	80 sq. ft.	10 feet	Yes

* Freestanding sign square footage shall be included in the maximum square footage of signage per lot.

Sec. 11-10-7. Supplemental sign standards.

- (A) *Maximum Sign Area.* The maximum sign area permitted per business or function present upon a single lot or parcel shall be as specified in the table contained in the tabulated provisions of Section 11-10-6.

Where the maximum sign area is based upon a computation determined by the linear feet of principal street frontage, the allowed maximum shall be applied to the entire lot or parcel, regardless of the number of businesses or functions thereon.

- (B) *Sign Clearance.* A projecting sign shall be a minimum height of nine feet above ground level. A projecting sign shall not extend more than five feet over the public right-of-way, and it shall not be higher than the roofline of the building at the point where it is attached. A revocable encroachment permit, as set forth in Section 11-10-4 (D), shall be required for signs projecting over City-owned rights-of-way. Other agencies may have requirements in addition to those set forth herein.

- (C) *Sight Triangle Provisions.*

- For traffic safety reasons, whenever practicable, a 15-foot minimum setback shall apply to all freestanding signs in all zoning districts except "B-1."
- The City's sight triangle requirements shall apply to temporary signs, and all signs used pursuant to a Special Event sign permit.

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- (D) *Development Entrance Signs.* Developments, including subdivisions, planned developments, multifamily dwelling complexes, mobile home parks, and industrial parks, may have up to two freestanding monument entrance signs. Such freestanding monument entrance signs are not allowed upon any City property, including public rights-of-way, unless a revocable encroachment permit is approved.
- (E) *Electronic Reader Boards.*
- (1) Electronic reader boards, and any portion of the sign face thereof may be changed no more frequently than once every eight seconds.
 - (2) Use of electronic reader boards shall be limited to the "B2," "B2-A" and "B3" zoning districts, and said signs shall be no larger than 48 square feet.
 - (3) The City may inspect the settings for electronic reader boards at any time during business hours for the business operating the sign, to determine compliance with these provisions.
- (F) *Freestanding Signs.* The permanent sign base of a freestanding sign shall have an aggregate width of at least 40 percent of the width of the sign cabinet or face. All supporting structures of a freestanding sign shall match the primary finish and colors of the associated building.
- (1) One freestanding sign shall be permitted per multitenant lot or parcel.
 - (2) One hundred fifty square feet of landscaping shall be required around the base of any freestanding sign located within 50 feet of a public right-of-way.
 - (3) Permanent freestanding signs 12 feet or lower in total height shall be exempt from the 40 percent base width requirements set forth in this Subsection, provided that the sign shall have a sign face area not to exceed 40 square feet per sign face.
- (G) *Vehicle-Mounted Signs.* All vehicle-mounted signs shall be permanently affixed, painted, magnetically applied or otherwise mounted upon a vehicle and shall not project more than 18 inches above the surface to which they are attached; and any sign which is mounted upon the roof, hood or trunk of a vehicle and which projects above such surface upon which it is mounted shall not exceed two square feet in area per face. Banners displayed on vehicles shall be subject to the provisions contained in Section 11-10-4 (E).
- (H) *Window Signs.* Window signs not exceeding 2 square feet are permitted in residential zones.
- (I) *Prohibited Signs.* No rotating, flashing, roof, or animated signs or signs containing a moving message shall be permitted. This does not prohibit scrolling signs in windows or electronic reader boards.

CHAPTER 11-11. SUPPLEMENTARY USES

Sec. 11-11-1. Bed and Breakfast.

A Bed and Breakfast may be allowed in the zone districts as indicated in Section 11-7-6 of this Title, provided that the following criteria are met:

- (1) A Bed and Breakfast shall be operated solely by the residents of a lot of at least 6,250 square feet, and provide no more than two bedrooms for rent. The only meal provided on the premises shall be breakfast to the renters.
- (2) A Bed and Breakfast in the R-4 zone district shall have at least 3,125 square feet per rental bedroom.
- (3) Exterior advertising for a Bed and Breakfast shall comply with Chapter 10 Signs of this Title.
- (4) All parking for the Bed and Breakfast shall be in accordance with Section 11-8-3 of this Title.

Sec. 11-11-2. Group homes.

(A) *Number of Persons Permitted.*

- (1) A group home with no more than eight handicapped or disabled residents, as defined in Section 11-15-2 of this Title, is a permitted use in the zone districts as indicated in Section 11-7-6 of this Title. Additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons are allowed.
- (2) Group homes with more than eight handicapped or disabled residents shall be reviewed as a conditional use in the zone districts as indicated in Section 11-7-6 of this Title and processed as an application for a reasonable accommodation under the requirements and standards of the Fair Housing Amendments Act (FHAA), specifically, 42 U.S.C. 3604(f)(3)(B).
- (3) A group home shall not include any person required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended, unless related to other persons in the group home by blood, marriage or adoption or in foster care.
- (4) Other group homes, e.g., for children and group homes for elderly persons (who are not also handicapped or disabled persons), shall be reviewed as a conditional use in the zone districts as indicated in Section 11-7-6 of this Title.

(B) *Compliance with State and Local Requirements.*

- (1) The group home shall maintain compliance with applicable building codes, fire codes, and health codes based upon the occupancy classification and number of residents and necessary persons for care of the residents.

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- (2) The group home shall comply with the parking standards of this Title. All commercial components, such as parking lots and playgrounds, shall be screened and buffered from neighboring residences and uses.
 - (3) Copies of any applicable current state or local certifications, licenses or permits for the group home shall be maintained on the premises.
- (C) *Meetings and Gatherings.* Meetings or gatherings on-site at a group home for handicapped or disabled persons that are consistent with a normal residential family setting are allowed and shall only be for residents, family of residents, and necessary persons required for the support, care and supervision of the handicapped or disabled persons. This does not permit conducting ministerial activities of any private or public organization or agency or permit types of treatment activities or the rendering of services in a manner substantially inconsistent with the activities otherwise permitted in the particular zoning district. See, C.R.S. § 31-23-303(2) (c).

Sec. 11-11-3. Home occupations.

Home occupations may be conducted within a dwelling unit in any district as an accessory use only if the following criteria are met:

- (1) An application must be submitted with a fee as set forth in Section 3-1 of the City of Montrose Regulations Manual. Additionally, City and state sales tax licenses must be obtained if sales taxable by the City or state sales taxes are to be made.
- (2) The occupational activity and storage of any items used or sold in the occupation must be entirely within the dwelling unit. Neither the occupational activity nor any storage may be conducted within or utilize any garage, detached buildings, or other place upon the premises other than the residence itself.
- (3) Only the residents of the dwelling unit may be engaged in the home occupation.
- (4) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off of the premises.
- (5) The home occupation activity shall not utilize or occupy more than 20 percent of the net floor area of the dwelling unit.
- (6) Off-street parking shall be required for both the residential and the commercial activity in accordance with the requirements of Section 11-8-3 of this Title.

Sec. 11-11-4. Industrial performance.

- (A) Manufacturing operations or industrial uses, when permitted in a zone district, are subject to the following limitations:
- (1) No structure associated with a manufacturing operation or industrial use shall be constructed within 100 feet of an existing residential zone.
 - (2) Manufacturing and storage associated with manufacturing in the B-2 and B-3 zone districts shall be indoors.
 - (3) No manufacturing operation or industrial use may create a nuisance to other property by emitting any obnoxious or dangerous degree of heat, glare, radiation, fumes, dust, odor, noise, light, smoke, vibration or other adverse effects which cannot be effectively confined on the premises.
 - (4) All applicable environmental standards of the state of Colorado or the United States government shall be complied with at all times.
 - (5) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces.
- (B) Fueling stations or other retail uses having fuel pumps, when permitted in a zone district, are subject to the following limitations:
- (1) All fuel storage, except propane and non-hazardous Diesel Exhaust Fluid (DEF) dispensers, shall be located underground.
 - (2) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.

Sec. 11-11-5. Accessory Dwelling Units.

An accessory dwelling unit (ADU) may be approved as listed on the Schedule of Zone District Uses in Section 11-7-6 (G) and (H) of this Title, provided that an ADU complies with the following criteria:

- (1) An ADU may be attached to a primary dwelling unit, located in a detached unit or located in an attached or detached garage. Only one ADU is permitted on each lot or parcel.
- (2) An ADU may be a tiny home, modular home, or other form of construction in compliance with the City's building codes. Mobile and manufactured homes shall not be used as an ADU.
- (3) The size of the ADU shall be subject to the following limitations:
 - (a) The ADU shall contain at least two hundred square feet of net floor area;

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- (b) The ADU shall be no larger than one thousand square feet of net floor area.
 - (4) An ADU shall conform to all setback, height and other dimensional limitations applicable to accessory structures.
 - (5) One off-site parking space shall be required for an ADU in all zone districts except for the B-1 zone. The parking space shall be gravel or hard surface. Alleys are not permitted for use as parking.
 - (6) The ADU shall be served by adequate facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, and fire protection.
 - (7) An ADU shall not be conveyed separately from the primary dwelling unit.
 - (8) To the extent that standards for ADU's in the REDO District (Section 11-7-9 of this Title) conflict with this Section, those standards control.
 - (9) An ADU may not be licensed as a short-term rental after January 1, 2025, but renewals of existing short-term rental licenses will be allowed.

Section 11-11-6. Solar energy systems.

Accessory solar energy systems and solar farms, as defined in Chapter 11-15-2, shall comply with the following criteria:

- (1) Accessory solar energy systems.
 - (a) Accessory solar energy system components must be mounted as flush to the roof or structure as practicable.
 - (b) The accessory solar energy system may not extend above the roofline for pitched roofs.
 - (c) Solar collectors installed on flat roofs may be raised up to a maximum of six feet above the height of the building and shall be set back a minimum of three feet from the edge of the roof.
 - (d) Ground-mounted accessory solar systems must meet the minimum setbacks of the zone district and shall not exceed 15 feet in height.
- (2) Solar farms.
 - (a) Minimum lot size: Ten acres.
 - (b) Maximum height: 25 feet.

CHAPTER 11-12. ADULT BUSINESSES

Sec. 11-12-1. Location.

- (A) It shall be unlawful to operate or cause to be operated a sexually oriented business outside of the "I-2" General Industrial District.
- (B) A sexually oriented business shall not locate within the "I-2" General Industrial District within 1,000 feet of:
 - (1) Any church;
 - (2) Any public or private school;
 - (3) Any residentially zoned property as the same is established by this Title;
 - (4) A public park;
 - (5) A licensed childcare facility or established day care business;
 - (6) Any property, public or private, used for and equipped with facilities for recreation, especially by children. A playground may be incidental to school use, but is not limited to, school use or school facilities as defined herein;
 - (7) Any building owned, leased or held by the United States of America, the State of Colorado, Montrose County, or the City of Montrose, any school district or other agency or political subdivision, which building is used for governmental purposes.
- (C) It shall be unlawful to operate or cause to be operated a sexually oriented business within the "I-2" General Industrial District on any property within 500 feet of a Highway Corridor as that term is set forth in Section 11-8-8 (A) of this Title.
- (D) It shall be unlawful to operate or to permit the operation, establishment, or maintenance of a sexually oriented business within 100 feet of any other sexually oriented business.

Sec. 11-12-2. Distance measurement.

- (A) The distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business, or in the case of a sexually oriented business operating within a condominium estate or leasehold estate, from the closest airspace boundary of such condominium estate or from the closest wall of such leasehold estate.
- (B) The distance between any sexually oriented business and any church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above, shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the sexually oriented business to the nearest property line of the premises of a church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above. If the premises where the sexually oriented business is conducted is comprised of a condominium estate or leasehold estate, such distance shall be measured in a straight line, without regard to intervening structures or objects, from the nearest airspace boundary of the condominium

estate or the nearest wall of the leasehold estate used as part of the premises where the sexually oriented business is conducted to the nearest property line of the premises of a church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above.

Sec. 11-12-3. Additional regulations.

- (A) All exterior windows in a sexually oriented business shall be opaque to such an extent that interior objects viewed from outside shall be so obscure as to be unidentifiable. Exterior windows in sexually oriented businesses shall not be used for any display or sign except for a sign that complies with the requirements of this Section.
- (B) All doors for ingress and egress to a sexually oriented business, except emergency exits used only for emergency purposes, shall be located on the front of the sexually oriented business. For the purposes of this Subsection, the front of a sexually oriented business shall be deemed to be that facade of the building that faces the front lot line of the lot or parcel on which the business is located. Every sexually oriented business shall have a foyer at every point of ingress or egress, except for emergency exits. In the case of a sexually oriented business having more than one front lot line, the sexually oriented business shall be oriented such that the front of the business faces away from the nearest of any of the land uses listed in Section 11-12-1(B).
- (C) The interior portion of the premises of a sexually oriented business to which patrons are permitted access shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place (including peep booths) at an illumination of not less than five footcandles as measured at the floor level. It shall be the duty of the operator, manager and employees present on the premises to ensure that the illumination described above is maintained at all times that any patron is present on the premises.
- (D) Any adult cabaret or adult theater shall have one or more separate areas designated as a stage. Entertainers shall perform only upon a stage. The stage shall be fixed and immovable and located inside the building in which the adult use operates. No seating for the audience shall be permitted within three feet of the edge of the stage. No members of the audience shall be permitted upon the stage or within three feet of the edge of the stage.

Sec. 11-12-4. Conduct.

- (A) No owner, operator, manager or employee mingling directly with the patrons of a sexually oriented business, or serving food or drinks, shall be in a state of nudity.
- (B) No owner, operator, manager or employee shall encourage or knowingly permit any person upon the premises to touch, caress, or fondle the genitals, pubic region, buttocks, anus or breasts of any person.
- (C) It shall be unlawful for any employee of a sexually oriented business to receive tips from patrons except as set forth in Subsections (D) and (E) of this Section.
- (D) An owner, operator, manager or employee who desires to provide for tips from its patrons shall establish one or more boxes or other containers to receive tips. All tips for such employees shall be placed by the patron of the sexually oriented business into the tip box.

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- (E) A sexually oriented business that provides tip boxes for its patrons as provided in this Section shall post one or more signs to be conspicuously visible to the patrons on the premises, in bold letters at least one inch high to read as follows:

"All tips are to be placed in the tip box and not handed directly to employees. Any physical contact between a patron and employees is strictly prohibited."

Sec. 11-12-5. Hours of operation.

It shall be unlawful for a sexually oriented business to be open for business, or for the owner, operator, manager or any employee of a sexually oriented business to allow patrons upon the premises during the following time periods:

- (1) On any Monday through Friday, other than January 1, from 12:00 midnight until 8:00 a.m.;
- (2) On any Saturday and Sunday from 2:00 a.m. until 8:00 a.m.

Sec. 11-12-6. Minimum age.

- (A) Except for such employees as may be permitted by law, it shall be unlawful for any person under the age of 21 years to be upon the premises of a sexually oriented business.
- (B) It shall be unlawful for the owner, operator, manager or any employee of the licensee to allow anyone under the age of 21 years, except for such employees or delivery persons as may be permitted by law, to be upon the premises of a sexually oriented business.

Sec. 11-12-7. Signs.

In addition to complying with all other sign regulations of this Title, a sexually oriented business shall display a sign, clearly visible and legible at the entrance to the business, that gives notice of the adult nature of the sexually oriented business and of the fact that the premises is off limits to minors or those under the age of 21 years, as the case may be. No sign for a sexually oriented business shall contain flashing lights, words, lettering, photographs, silhouettes, drawings or pictorial representations that emphasize specified anatomical areas or specified sexual activities.

Sec. 11-12-8. Unlawful acts.

It shall be unlawful for an owner, operator, manager or employee of a sexually oriented business to violate any of the requirements of this Chapter, or knowingly to permit any patron to violate the requirements of this Chapter.

Sec. 11-12-9. Adult gaming arcades.

- (A) *Prohibition of Adult Gaming Arcade Uses.*

- (1) All uses constituting Adult Gaming Arcades, including without limitation Slot Machines, Gambling Device and Simulated Gambling Device, as defined at Chapter 11-15 of this Title, are prohibited within the City.

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- (2) Owning, leasing to, or operating a new establishment or relocating an existing establishment constituting an Adult Gaming Arcade in violation of this Title shall be a nuisance under Section 6-4-1 of the Official Code of the City of Montrose. A separate offense shall be deemed committed each day on which a violation of this Section continues. Any violation may be charged separately and punished as an unlawful act subject to the penalty in Section 1-2-3 of the Official Code of the City of Montrose. The Montrose Municipal Court may impose consecutive sentences for multiple violations.

CHAPTER 11-13. MANUFACTURED HOUSING, TRAVEL HOMES AND TINY HOMES

Sec. 11-13-1. Use and location of manufactured housing.

- (A) No new mobile homes are permitted in the City. Existing mobile homes may be used, occupied or located only as follows:
 - (1) Occupied as a dwelling either within a manufactured housing park or on individually-owned lots in the MHR zone district.
 - (2) At a location where a mobile home was lawfully located, occupied or used on the effective date of Ordinance No 1029, finally adopted on July 5, 1979, or date of annexation to the City, and continuously located, occupied or used thereafter; subject to the nonconforming use regulations in Section 11-7-11 of this Title. All existing and new manufactured homes shall be permitted in accordance with these regulations.
- (B) Unless located within a manufactured housing park, all manufactured housing shall be on a permanent foundation meeting City building code requirements designed by a Colorado licensed professional engineer.

Sec. 11-13-2. Manufactured home permits.

It shall be unlawful to set up any manufactured home on any space, lot or site until a manufactured home siting permit has been obtained under the procedure in Section 11-4-2; Table 4.1. The fee for such permit shall be as set forth in Chapter 3-1 of the City of Montrose Regulations Manual.

Sec. 11-13-3. Manufactured home requirements.

- (A) No manufactured home siting permit shall be issued unless the following criteria are met:
 - (1) It bears a certification of HUD approval; or
 - (2) It meets or exceeds City building codes.
- (B) Additions to manufactured homes must meet the requirements of City building codes. All such additions must have a foundation designed by a Colorado licensed professional engineer.
- (C) Any manufactured home which, on the effective date of Ordinance No 1029 (July 5, 1979), or if annexed subsequent to that date, was lawfully existing and maintained in accordance with previously applicable state, county or City regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained or used at its existing site,; subject to the nonconforming use regulations in Section 11-7-11 of this Title.

Sec. 11-13-4. Manufactured home park permits.

- (A) It shall be unlawful to commence the construction of any manufactured home park or the enlargement of an existing manufactured home park until a manufactured home park permit has been obtained under the procedure in Section 11-4-2; Table 4.1.

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- (B) Application for a manufactured home park permit shall be made by submitting a site plan of the proposed manufactured home park, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-5 will be complied with.
 - (C) It shall be unlawful to locate any manufactured home within any manufactured home park prior to the time that a manufactured home park permit has been approved and the manufactured home park has been developed in substantial conformity with the approved site plan.
 - (D) An application fee as set forth in Section 3-1 of the City of Montrose Regulations Manual shall accompany the application for a manufactured home park permit.

Sec. 11-13-5. Manufactured home park design.

- (A) *Size and Location.* Manufactured home parks shall meet the following criteria:
 - (1) A manufactured home park may be located only where allowed by Chapter 11-7 of this Title.
 - (2) A manufactured home park shall have a minimum size of five acres.
 - (3) A manufactured home park shall be limited to 10 manufactured home dwellings per acre in density.
- (B) *Dimensional Requirements.* The following provisions shall apply to all applications for manufactured home parks filed after the effective date of the ordinance from which this Section is derived: Ordinance No _____, finally adopted on _____, 2024.
 - (1) Each manufactured home space shall be shown on the site plan and may have only one manufactured home located on it.
 - (2) Each manufactured home space shall be a minimum area of 3,000 square feet.
 - (3) Front set-backs shall be a minimum of five feet; the rear set-backs a minimum of ten feet; set-backs for the front and street side of a corner space shall be ten feet; and the side set-backs shall be a minimum of ten feet from any park area boundary line.
- (C) *Parking.* A minimum of two off-street paved parking spaces per space shall be provided.
- (D) *Improvements.* The manufactured home park developer shall provide the following improvements:
 - (1) City water system, including fire hydrants and fire mains.
 - (2) City sanitary sewer system.
 - (3) Paved streets with a minimum width of 24 feet, consisting of pavement/base course suitable to support the anticipated traffic.
 - (4) Storm drainage system and associated stormwater detention.
 - (5) Street signs, street lights.
 - (6) Concrete valley pans, three feet in width (in areas without sidewalk) or driveover curb and gutter, installed on each side of each street.

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- (7) Sidewalks at least five feet in width installed on one side of each street.
 - (E) *Parks*. A minimum of eight percent of the gross area of the manufactured home park shall be developed and maintained as a park or playground.
 - (F) *Public Utilities*. Arrangements to provide public utilities including, gas, electricity, telephone and cable television shall be made with the utility companies.
 - (G) *Improvements; Submission and Approval*. Plans for all improvements shall be submitted with the manufactured home park permit application. All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.
 - (H) *Easements*. The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over sizing of any water and sewer lines, in which event the City shall pay for the cost of over-sizing.
 - (I) *Dependent Mobile Homes*. No dependent mobile home shall be allowed in any manufactured home park unless the park provides sanitary facilities and a service building meeting the requirements contained in the Code of Regulations for Mobile Home Parks, issued by the Colorado Department of Public Health and Environment (6 CCR 1010-12).

Sec. 11-13-6. Use and location of travel homes.

Travel homes may be occupied as temporary dwellings only in the following circumstances:

- (1) Within a travel home park for which a travel home park permit has been issued or within a travel home park which lawfully existed at the effective date of the ordinance from which this Chapter is derived.
- (2) Upon private property for temporary occupancy by out-of-town guests, for a period not to exceed 30 days in any year for any tract of property.
- (3) Upon property for which a permit has been issued by the City pursuant to Section 11-13-7.

Sec. 11-13-7. Travel home permits.

- (A) A travel home permit shall be obtained under the procedure in Section 11-4-2; Table 4.1 and appropriate fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual.
- (B) A travel home permit may be issued under the following circumstances by the City Manager:
 - (1) For fire protection or security purposes in industrial districts.
 - (2) At a construction site during the construction period for nonresidential purposes.
 - (3) Travel homes may be used as a temporary residence, on property owned by the occupants, for which a building permit for a single-family residence has been issued, and water and sewer taps purchased which meet the following criteria:
 - (a) The travel home permit shall be in effect only as long as actual construction of the permanent residence is being pursued with due diligence.

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- (b) The lot size of the premises upon which the travel home is located must have an area of at least twice the minimum lot size specified in Section 11-7-7 of this Title.
 - (c) The travel home must be properly connected to the water and sewer system and be subject to monthly water, sewer and trash collection charges.
 - (C) The City Manager may issue a travel home permit for the temporary location of travel homes, irrespective of the proposed use, on private property only, under the following circumstances:
 - (1) A travel home permit shall be issued only upon the City Manager's determination that the criteria set forth in Section 11-7-6 of this Title applicable to temporary uses have been met.
 - (a) The travel home permit may be granted upon conditions or limitations necessary in order to ensure that the applicable criteria are met.
 - (2) The City Manager shall determine the maximum travel home permit period, but in no case shall the initial travel home permit period exceed 12 months.
 - (a) No more than one permit for the same property may be issued in any 12-month period.
 - (b) The applicant may make a request to the City Manager for an extension of time prior to the expiration of the twelve-month permit period.
 - (3) These provisions are not intended to allow temporary commercial travel homes. No payments shall be collected from the travel home occupants by the owner or operator of the permitted site.
 - (4) All travel homes shall be connected to a potable water and sanitary sewer system.
 - (a) The City shall determine the appropriate utility rate structure, when City utilities are utilized. Tap and system investment fees shall apply, when new taps are purchased. Unit charges may apply, at the City's sole discretion.
 - (b) Monthly water, sewer, and trash collection charges shall apply, when City utilities or services are utilized.
 - (c) Water, sewer, and other utility connections shall meet all applicable requirements of the utility providers.
 - (d) Backflow prevention devices shall be required in accordance with Chapter 3-8 of the Official Code of the City.
 - (5) Access points and access drives shall feature all-weather surfaces, and meet all applicable City and fire district requirements.
 - (6) Travel homes shall be set back a minimum of 25 feet from the nearest property line, regardless of the underlying zoning district.
 - (7) Fire hydrants may be required as set forth in the International Fire Code, as adopted by the City.
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- (8) All travel homes and utility facilities shall be promptly removed from the permitted site at the end of the travel home permit period.
 - (9) All applicable federal, state and local regulations shall be met.
 - (D) The City shall not issue any travel home permit, except for a use or location which complies with the criteria of this Section. Such permit may be revoked by the City Manager upon reasonable notice to the applicant for a violation of any of the provisions of this Section, or any other applicable laws, ordinances or regulations of the City, state or federal governments.

Sec. 11-13-8. Travel home park permits.

- (A) It shall be unlawful to commence construction of any travel home park until a travel home park permit has been obtained under the procedure in Section 11-4-2; Table 4.1.
- (B) Application for a travel home park permit shall be made by submitting a site plan of the travel home park, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-9 have been complied with.
- (C) It shall be unlawful to occupy any travel home within any travel home park prior to the time that a travel home park permit has been approved, and the travel home park has been developed in substantial conformity with the approved site plan.
- (D) An application fee as set forth in Chapter 3-1 of the City of Montrose Regulations Manual shall accompany the application for a travel home park permit.

Sec. 11-13-9. Travel home park design.

- (A) *Size and Location.* Travel home parks may be located only where allowed by Chapter 11-7 Zoning and shall be a minimum of two acres in area.
- (B) *Dimensional Requirements.*
 - (1) All travel homes and any accessory structures shall be setback at least ten feet from any other travel home and accessory structure.
 - (2) The number of travel homes in the park shall not exceed 25 travel homes per acre.
- (C) *Parks.* A minimum of eight percent of the gross area of the travel home park shall be developed and maintained as a park or playground.
- (D) *Improvements.* The travel home park developer shall provide the following improvements:
 - (1) A water system, including fire hydrants and fire mains.
 - (2) A sanitary sewer system.
 - (3) Paved streets with a minimum width as follows:
 - (a) One-way/no parking: 11 feet;
 - (b) One-way/parking on one side: 18 feet;
 - (c) Two-way/no parking: 24 feet;

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- (d) Two-way/parking on one side: 27 feet; and
 - (e) Two-way/parking on both sides: 34 feet.
 - (4) All travel home park pad spaces shall be gravel or hard surfaced; provided however that a ten-foot-deep paved apron shall be constructed on each pad site. Any expansion of an existing travel home park shall comply with this requirement to the extent of the expanded area, as of the effective date of the ordinance from which this Subsection is derived: Ordinance No _____, finally adopted on _____, 2024.
 - (5) A storm drainage system and associated stormwater detention.
 - (6) Street signs and street lights.
 - (E) *Improvements; Submission and Approval.* Plans for all improvements shall be submitted with a travel home park permit application. All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.
 - (F) *Easements.* The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over-sizing of water and sewer lines in which event the City shall pay the cost for over-sizing.

Sec. 11-13-10. Use and location of tiny homes.

- (A) All existing and new tiny homes shall be permitted in accordance with these regulations.
- (B) Unless located within a tiny home community, all tiny homes shall be on a permanent foundation meeting City building code requirements designed by a Colorado licensed professional engineer.

Sec. 11-13-11. Tiny home community permits.

- (A) It shall be unlawful to commence construction of any tiny home community until a tiny home community permit has been obtained under the procedure in Section 11-4-2; Table 4.1.
- (B) Application for a tiny home community permit shall be made by submitting a site plan of the tiny home community, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-12 have been complied with.
- (C) It shall be unlawful to occupy any tiny home within any tiny home community prior to the time that a tiny home community permit has been approved, and the tiny home community has been developed in substantial conformity with the approved site plan.
- (D) An application fee as set forth in Chapter 3-1 of the City of Montrose Regulations Manual shall accompany the application for a tiny home community permit.

Sec. 11-13-12. Tiny home community design.

- (A) *Size and Location.*
 - (1) Tiny home communities may be located only where allowed by Chapter 11-7 Zoning and shall be a minimum of two acres in area.

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- (2) Sites for a tiny home community shall be level and well drained, free from topographical hazards, natural hazards or other conditions unfavorable to proper enjoyment by users.
- (B) *Uses.*
- (1) Only tiny homes and related accessory structures may be permitted within a tiny home community.
- (a) Accessory structures to tiny homes as contained within the established space are limited to garages, storage structures and carports.
- (b) All accessory buildings and structures shall conform to the building code and appropriate sections of these regulations.
- (2) Tiny homes within a tiny home community are intended to be used as permanent dwellings and shall meet all applicable building code requirements.
- (C) *Ownership.* A tiny home community may only be established on a single parcel.
- (D) *Utilities.* All tiny homes must be connected to water, sewer and power before they are occupied.
- (E) *Parking.* Two paved parking spaces shall be provided for each tiny home space. A paved off-street parking area may be provided to offset up to a maximum of one space per each required tiny home space.
- (F) *Parks.* A minimum of eight percent of the tiny home community shall be developed and maintained as a park or playground.
- (G) *Addressing.* Each tiny home shall its address number as assigned by the City posted on the front portion of the space and visible from the adjacent roadway or, if there is no internal roadway, from the adjacent pedestrian walkway.
- (H) *Density.*
- (1) A tiny home community may contain up to sixteen tiny homes per acre.
- (2) No more than one tiny home may be placed in a single space.
- (I) *Dimensional requirements.*
- (1) Each tiny home community shall provide the following setbacks along the exterior property line:
- (a) From a state or federally designated highway: fifty feet;
- (b) From any public right-of-way not described in (a) above: fifty feet;
- (c) From the exterior lot line (side or rear): ten feet.
- (2) Internal setbacks. The placement of any tiny home within a space shall meet the following setbacks:
- (a) If applicable, from the front boundary adjacent to the interior roadway: ten feet;
- (b) From all other space boundaries not included in (a) above: five feet;
- (c) From another tiny home: ten feet.
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- (J) *Improvements.* The tiny home community developer shall provide the following improvements:
- (1) A water system, including fire hydrants and fire mains.
 - (2) A sanitary sewer system.
 - (3) Paved streets with a minimum width as follow:
 - (a) One-way/no parking: 11 feet;
 - (b) One-way/parking on one side: 18 feet;
 - (c) Two-way/no parking: 24 feet;
 - (d) Two-way/parking on one side: 27 feet; and
 - (e) Two-way/parking on both sides: 34 feet.
 - (4) A storm drainage system and associated stormwater detention.
 - (5) Street signs and security lights.
- (K) *Improvements; Submission and Approval.* Plans for all improvements shall be submitted with a tiny home community permit application. All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.
- (L) *Easements.* The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over-sizing of water and sewer lines in which event the City shall pay the cost for over-sizing.

Sec. 11-13-13. Maintenance and upgrades.

- (A) All manufactured home parks, travel home parks and tiny home communities shall be maintained in accordance with the requirements of this Chapter, applicable state of State Department of Health regulations, and other applicable regulations of the City of Montrose, Colorado.
- (B) The City Manager shall have the right to enter upon any manufactured home park, travel home park or tiny home community at any reasonable time for the purpose of inspecting the premises to determine compliance with this Chapter or other applicable ordinances and City and state regulations.
- (C) The manufactured home park, travel home park, or tiny home community owner and operator shall ensure that all landscaping and irrigated lawn is maintained in good and healthy condition.
- (D) In the process of enforcing City codes and regulations, the City Manager is authorized to approve maintenance and improvement/upgrade plans so as to retain existing manufactured home parks, travel home parks and tiny home communities while incrementally improving their condition.
- (E) Manufactured home parks, travel home parks and tiny home communities which are nonconforming to the requirements in this Chapter 11-13, either because of not having received a permit and/or because of noncompliance with current requirements, may request

a variance pursuant to the procedure in Section 11-4-2, Table 4.1(Variance) by making application under Section 11-7-13, 11-8-1 (E) or 11-8-1(F), as applicable. In acting upon such variance application, the Planning Commission is authorized to grant a permit, and/or to allow deviation from identified standards for such parks under this Chapter 11-13, only with such conditions as will ensure that the park is enabled to continue to operate with improvements which render it less nonconforming.

CHAPTER 11-14. WIRELESS COMMUNICATIONS

Sec. 11-14-1. Purpose.

The purpose of this Chapter is to protect residential areas and lands by minimizing adverse impacts of antennas and towers; to encourage the location of antennas and towers in nonresidential zone districts; and to minimize the total number of antennas and towers in the community. In addition, these provisions are established to encourage the joint use of new and existing tower locations; to ensure that towers are located in areas that minimize adverse impacts; to ensure towers and antennas are configured in a way that minimizes adverse visual impacts by careful design, appropriate site, landscape screening, and innovative camouflaging techniques. Further, these provisions are established to enhance the ability to provide telecommunications services to the community quickly, effectively, and efficiently; to protect public health and safety; to avoid damage to adjacent properties from tower failure through careful engineering and locating of tower structures; to encourage the attachment of antennas to existing structures; and to facilitate the provision of telecommunications services throughout the City.

Sec. 11-14-2. Applicability.

These provisions shall apply to all towers, antennas, and telecommunication facilities, as defined, except: (1) any tower or antenna not more than 35 feet in height, and owned and operated by a federally-licensed amateur radio station operator or used exclusively as a receive-only facility and (2) City-owned SCADA instrumentation and communications facilities, including without limitation radios, antennas, towers, boosters, repeaters, data collectors and transmitters. Further, high tension electric transmission or distribution line support towers used as mounts for antennas not more than 12 feet in height above the highest point of said tower shall be permitted in all zoned districts and are exempt from the separation requirements contained in this Chapter, but shall meet the specific requirements for telecommunications facilities/telecommunications support facilities for towers contained herein. Towers, antennas, and telecommunication facilities shall be regulated and permitted pursuant to the provisions of this Section and shall not be considered utilities. This Chapter aligns the review and approval process for these facilities with the FCC and any other agency of the federal government with the authority to regulate these facilities.

Sec. 11-14-3. Eligible telecommunication facility request.

- (A) *Application.* Each application for a tower shall include all of the information listed on Appendix One for “Eligible Telecommunication Facility.” Upon the request of the City or their designees, the telecommunications provider shall meet with and provide the requesting official information concerning the proposed system design, which information shall not be reduced to writing and shall be treated as a confidential trade secret.
- (B) *Review Procedure.* The review procedure for all applications for locating or relocating towers and/or antennas shall be as provided in Sections 11-4-2 and 11-7-6 of this Title. Review must be completed within the federally-mandated deadlines provided in Section 11-14-4.

Sec. 11-14-4. Review deadlines.

- (A) In compliance with federal law and regulations, the City shall review and act upon all applications within the following time periods:
- (1) Within 30 days the City will give written notice of incompleteness, specifying the code section that requires the information. This halts the remaining deadlines until a complete application is filed.
 - (2) Within 60 days the City will act on applications that are not a “substantial change” (an Eligible Telecommunications Facilities Request).
 - (3) Within 90 days the City will act on collocation applications that are not a substantial change in the size of a tower, or location or collocation applications for a small cell facility or small cell network, or replacement or modification of the same.
 - (4) Within 150 days the City will act on applications for new facilities, collocation applications that are a substantial increase in the size of the tower or substantial increase an existing facility that are not a small cell facility or small cell network.

Sec. 11-14-5. Standards for towers.

- (A) Towers are allowed only as conditional uses in all zones. The existence of another structure or use on the same zone lot shall not preclude the installation of a tower subject to the separation requirements contained hereinbelow. A request to locate a tower or telecommunication facility is subject to the provisions of this Chapter and may be granted only when the goals contained in Section 11-14-1 are met or the following conditions as will advance those goals:
- (1) Moving the location of the tower to a more appropriate available site;
 - (2) Using a different technology that will lessen the impact of the tower;
 - (3) Requiring an appropriate alternative tower structure;
 - (4) Other actions designed to disguise or otherwise lessen the impact of the tower.
- (B) To comply with the general requirements, towers shall:
- (1) Comply with the provisions contained herein and the zone district regulations for permitted structures in the zone district in which it is located. The dimensions of the entire zone lot shall apply and not the dimensions of the leased parcel.
 - (2) Have a diameter of not more than 48 inches measured at the base of the tower.
- (C) Any tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such tower shall remove the same within 90 days of the issue date of the notice to remove the tower or antenna.
- (D) Towers shall meet all of the following criteria:
- (1) Setbacks. The minimum zone district setback requirements shall apply to all towers.
 - (2) Height. The height and bulk of the tower shall be controlled by the district regulations of the zone district in which the tower is located, but in no case shall it exceed the following maximum height:

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- (a) Single users, not more than 75 feet in height.
 - (b) Two or more users, not more than 90 feet in height.
- (3) *Color.* Towers shall be finished in a neutral color to reduce visual obtrusiveness, subject to any applicable standards of the FAA.
- (4) *Support Facilities.* Support facilities associated with towers shall:
- (a) Not contain more than 350 square feet of gross floor area or be more than 12 feet in height per user;
 - (b) Maintain the minimum setback and bulk plane requirements of the zone district in which it is located;
 - (c) Provide solid view-obscuring security fencing not less than six feet in height;
 - (d) Provide landscaping in accordance with the following requirements:
 - i. The tower compound shall be landscaped with a buffer of plant materials that effectively screens the view of the tower base and compound from property used for residences. The standard buffer shall consist of a landscaped strip at least five feet wide outside the perimeter of the compound and shall provide for and maintain approved landscaping on the remainder of the zone lot;
 - ii. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived in accordance with variance procedures set forth in Section 11-7-13 of this Title.
 - iii. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. Towers located on large, wooded lots, natural growth around the property perimeter may be considered a sufficient buffer.
- (5) *Lighting.* Towers shall not be artificially illuminated unless required by the FAA or other government regulation. Ground level security lighting not more than 20 feet in height may be permitted if designed to minimize impacts on adjacent properties;
- (6) *Separation Requirements.* The following separation requirements shall apply to all towers.
- (a) Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 14.1 of this Chapter, except as otherwise provided in Table 14.1.
 - (b) Separation distances between towers shall be maintained and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the base of the proposed tower, pursuant to a site plan of the proposed tower. The minimum separation distances shall be as provided in Table 14.2 of this Chapter.
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Table 14.1
Tower Separation Requirements from Certain Uses and Zones

Off-Site Use/Designated Area	Separation Distance
Single or two-unit dwellings and vacant platted or unplatted residential zoned property.	500 feet or 3 times the height, whichever is greater
Existing multifamily residential units	500 feet or the height of tower, whichever is greater
Parks	1,000 feet
Nonresidential zoned lands with nonresidential uses	None; only setbacks apply

Table 14.2
Minimum Separation Between Towers (in feet)

	Existing Towers, Types			
Proposed Tower, Types	Lattice	Guyed	Monopole 75 feet in height or greater	Monopole not more than 75 feet in height
Lattice	2,500	2,500	1,500	1,000
Guyed	2,500	2,500	1,500	1,000
Monopole 75 feet in height or greater	1,500	1,500	1,500	1,000
Monopole not more than 75 feet in height	1,000	1,000	1,000	1,000

Sec. 11-14-6. Standards for antennas.

- (A) Antennas are allowed only as conditional uses in all zones. A request to locate an antenna or telecommunication facility is subject to the provisions of this Chapter and may be granted only when the goals contained in Section 11-14-1 are met or the following conditions as will advance those goals:
- (1) Moving the location of the antenna to a more appropriate available site;
 - (2) Using a different technology that will lessen the impact of the antenna;
- (B) Antennas which are not attached to a tower and their associated telecommunications support facilities:
- (1) May be located on any nonresidential structure or multiple-unit dwelling structure, containing eight or more dwelling units, that is at least 35 feet in height.
 - (2) Are considered a permitted use and the existence of another structure or use on the same zone lot shall not preclude the installation of an antenna.

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- (C) Any antenna that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna shall remove the same within 90 days of the issue date of the notice to remove the antenna.
- (D) Antennas installed on a structure other than a tower shall meet the following criteria:
Height and bulk plane. Height and bulk of the antenna shall be controlled by the district regulations of the zone district in which it is located, except that antennas shall not extend more than 12 feet beyond the highest point of the building or structure to which it is attached.
- (E) *Support Facilities.* Telecommunications support facilities shall meet all of the following criteria:
- (1) Telecommunications support facilities may be located on the roof of a building.
 - (2) The antenna and telecommunications support facilities shall be a neutral color that is identical to, or closely compatible with, the color of the supporting structure, subject to FAA regulations.
 - (3) The telecommunications support facilities shall not contain more than 350 square feet of gross floor area or be more than 12 feet in height per user.
 - (4) If the telecommunications support facilities are located at grade, they shall comply with all the same requirements as those for towers in the specific requirements contained in Section 11-14-5 (D) (4).

Sec. 11-14-7. Standards for small cell facilities and networks.

- (A) *Applicable Requirements.* Small cell facilities and small cell networks shall comply in all respects with the requirements of this Chapter, with the exception of design requirements, and shall comply with applicable provisions of this Title, with the specific exception of setback requirements in Section 11-7-7 of this Title.
- (B) *Location.* Small cell facilities are permitted in City rights-of-way, upon facilities in these rights-of-way and on public easements owned by the City under the following priority:
- (1) First, on a City-owned utility pole, which shall be removed and replaced with a pole designed to contain all antennae and equipment within the pole to conceal any ground-based support equipment and ownership of which pole is conveyed to the City.
 - (2) Second, a City-owned utility pole with attachment of the small cell facilities in a configuration approved by the City.
 - (3) Third, on a third-party owned utility pole, (with the consent of the owner thereof), with attachment of the small cell facilities in a configuration approved by the City.
 - (4) Fourth, on a traffic signal pole or mast arm in a configuration approved by the City, or in the case of a CDOT facility, by CDOT.
 - (5) Fifth, on a freestanding or ground-mounted facility which meets stealth requirements in a location and configuration approved by the City.
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- (6) The proposed location and pole type shall be justified in permit application.
- (C) *Height.* All small cell facilities shall not exceed two feet above the light pole, traffic signal or other facility or structure to which they are attached, or the maximum height in the relevant zone district, whichever is less.
- (D) *Spacing and Placement.* No small cell facility shall be located within one thousand feet (1000 ft) of any other such facility. Small cell facilities shall be located on common property lines, as extended into the public right-of-way.
- (E) *Design.* Small cell facilities shall be designed to blend with and be camouflaged in relation to the structure upon which they are located (e.g.: painted to match the structure).
- (F) *Permitting.* Small cell facilities and networks shall make application for a permit for work in the right-of-way. Small cell facilities and networks shall make application for location on private property through the building permit process. The City may accept applications for a small cell network, provided each small cell facility shall be separately reviewed.
- (G) *Indemnification.* The operator of a small cell facility which is permitted to locate on a city-owned utility pole, traffic signal or other structure owned by the city shall, as a condition of permit approval, indemnify the city from and against all liability and claims arising as a result of that attachment, including repair and replacement of damaged poles and equipment, in a form approved by the city attorney.
- (H) *Bonding.* All permits for location of small cell facilities on real property not owned by the small cell permittee shall include as a condition of approval a bond, in form approved by the city attorney, to guarantee payment for any damages to the real property and removal of the facility upon its abandonment.

Sec. 11-14-8. Design and signage standards.

- (A) *Design.* The design of antennas, and telecommunications support facilities shall use materials, colors, textures, screening, and landscaping that create compatibility with the natural setting and surrounding structures.
- (B) *Mass.* The mass of antennas or an antenna on a tower shall not exceed 450 cubic feet per user, with no one dimension exceeding 14 feet per user. The mass shall be determined by the appropriate volumetric calculations using the smallest regular rectilinear, cuboidal, conical, cylindrical or pyramidal geometric shapes encompassing the entire perimeters of the array.
- (C) *Signs.* Signs related to the tower/antenna shall be limited to those signs required for cautionary or advisory purposes only.

Sec. 11-14-9. Collocation.

Antennas may be attached to an existing tower, which is in compliance with all the requirements herein, as long as the height of the tower is not increased. The new antenna and any telecommunications support facilities must comply with all application regulations herein. A tower may be modified or constructed to accommodate the collocation of additional antennas under all of the following conditions:

- (1) The tower shall be the same type as the existing tower, unless the tower is replaced by a monopole not more than 48 inches in diameter;
- (2) An existing tower, to accommodate the collocation of an additional antenna, may be modified or rebuilt only once to a taller height, not to exceed 30 feet more than the towers existing height;
- (3) The additional height referred to in Subsection (2) of this Section shall not require an additional distance separation as set forth in Table 14.2 of this Chapter. The tower's pre-modification height shall be used to calculate distance separations;
- (4) The existing tower shall comply with the separations from certain uses and zones in Table 14.1 of this Chapter;
- (5) If a tower is replaced to accommodate collocation, only one tower may remain on the zoned lot;
- (6) If a tower is relocated on-site in compliance with all setback requirements, and within a 25 feet radius of its existing location, under the terms and conditions of this Section, it shall not be deemed a violation of the separation requirements of this Section.

Sec. 11-14-10. Public records.

The City may share information, except for the confidential proposed system design, with other applicants applying for approval or use exceptions or other organizations seeking to locate towers or antennas in the City, except that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

CHAPTER 11-15. DEFINITIONS

Sec. 11-15-1. Word usage.

- (A) All provisions, terms, phrases, and expressions contained in this Title shall be construed according to the general purposes set forth in Section 11-1-4 of this Title and the specific purpose statements set forth throughout this Title. When, in a specific section of this Title, a different meaning is given for a term defined for general purposes in this Chapter, the specific section's meaning and application of the term shall control.
- (B) Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
- (C) If a term is not defined in this Chapter, the City Manager may use a definition from a list of definitions published by an organization of professionals engaged in the application of that definition, including but not limited to the American Institute of Architects, the American Planning Association, the International Code Council, the National Fire Protection Association, and the Institute of Transportation Engineers. The City Manager may also use a definition contained in a published dictionary in general use, including but not limited to the Merriam-Webster dictionary, that the City Manager determines is consistent with the intents expressed in this Title and with applicable Colorado or federal law.

Sec. 11-15-2. Definitions

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Accessory building or structure means a building or structure on the same lot with the principal structure, the use of which is customarily incidental and subordinate to the principal use.

Accessory Dwelling Unit (ADU) means an internal, attached, or detached residential dwelling that provides complete independent living facilities (including but not limited to provisions for sleeping, eating, cooking, and sanitation) for one or more persons, is located on a lot with an existing primary dwelling unit, and is secondary and subordinate to that primary residential dwelling. Mobile homes, park models and travel homes shall not be included within the definition of the term *Accessory Dwelling Unit*. An ADU may include a tiny home, as defined herein.

Accessory use means a use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the principal use.

Adjacent means meeting, abutting or touching at some point, or located across a street, alley, rail right-of-way, irrigation ditch easement, or other right-of-way.

Adult Business-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-12 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Adult arcade means any commercial establishment to which the public is permitted or invited where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image or virtual reality producing machines, for viewing by five or fewer persons per machine at any one time, are used regularly to show films, motion pictures, video cassettes, slides, or other photographic, digital or electronic reproductions describing, simulating or depicting specified sexual activities or specified anatomical areas.

Adult bookstore, adult novelty store, or adult video store means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations, however produced, that depict or describe specified sexual activities or specified anatomical areas; or
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

Adult cabaret means a nightclub, bar, restaurant, concert hall, auditorium or other commercial establishment that features:

- (1) Persons who appear nude or in a state of nudity or semi-nudity; or
- (2) Live performances that are characterized by the exposure of specified anatomical areas or by the exhibition of specified sexual activities.

Adult gaming arcade means any business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person or by that person's partners, affiliates, subsidiaries, agents, or contractors which features (i) slot machine(s), (ii) gambling device(s), (iii) simulated gambling device(s), or (iv) any mechanical, electrical, video, electronic, or other device, contrivance or machine which after insertion or conveyance of a coin, debit card, credit card, cash, virtual currency, token or similar object or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive monetary compensation and/or redeemable game credits, or any other thing of value. This definition expressly includes any tabletop or standing electronic display with one or more stations featuring buttons, joysticks, or other control(s) that delivers to the player cash, cash premiums, prize(s), redeemable game credits or any other thing of value for successful play, whether the redeemable payout is made automatically from the machine or from an employee of the business location, to include "fish game," "fish game table," "fish game gambling table" however denominated. This definition expressly excludes any business location which features bona fide amusement devices that pay nothing of value, cannot be adjusted to pay anything of value, provide only unredeemable free games, or provide only tickets redeemable for nonmonetary prizes consisting of toys or novelties of nominal value; crane games; vintage slot machine models introduced on the market in 1984 as described in Chapter 11 of this Title; coin-operated music machines; or any bona fide amusement device authorized within restaurants by C.R.S. § 44-3-103(47).

Adult motel means a hotel, motel or similar commercial establishment that offers accommodations to the public for any form of consideration and provides patrons with closed-circuit television transmission, films, motion pictures, video cassettes, slides, or other media productions, however produced, which are characterized by the depiction or description of specified sexual activities or specified anatomical areas, and which commercial establishment has a sign visible from the public right-of-way which advertises the availability of this adult type of media production.

Adult motion picture theater means a commercial establishment that is distinguished or characterized by the showing, for any form of consideration, of films, motion pictures, video cassettes, slides, or similar photographic reproductions, on more than 100 days per year, that have an "X" rating or that have an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by an emphasis on exposure of specified anatomical areas or by specified sexual activities.

Commercial establishment means an establishment that may have other principal business purposes that do not involve the depicting or describing specified sexual activities or specified anatomical areas and still be categorized as a sexually oriented business. Such other business purposes will not serve to exempt such commercial establishments from being categorized as a sexually oriented business so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas. The term "commercial establishment" includes clubs, fraternal organizations, social organizations, civic organizations or other similar organizations with paid memberships.

Crane game means an amusement machine that, upon insertion of a coin, bill, token, or similar object, allows the player to use one or more buttons, joysticks, or other controls to maneuver a crane or claw over a nonmonetary prize, toy, or novelty, none of which shall have a cost of more than \$25.00, and then, using the crane or claw, to attempt to retrieve the prize, toy, or novelty for the player.

Employee means a person who works or performs in and/or for a sexually oriented business or an adult gaming arcade, regardless of whether or not said person is paid a salary, wage, or other compensation by the operator of said business.

Establishment of a sexually oriented business means and includes any of the following:

- (1) The opening or commencement of any such business as a new business;
- (2) The conversion of an existing business into a sexually oriented business;
- (3) The addition of a different sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of a sexually oriented business.

Foyer means an architectural element of a building that consists of an entry hall or vestibule that is completely enclosed and contains one door to provide access to areas outside of the building and a separate door to provide access to areas inside of the building.

Gambling device means any device, machine, paraphernalia, or equipment that is used or usable in the playing phases of any professional gambling activity, whether that activity consists of gambling between persons or gambling by a person involving the playing of a machine; except that the term does not include a crane game.

Manager means an operator, who is employed by a sexually oriented business or an adult gaming arcade to act as a manager or supervisor of employees or is otherwise responsible for the operation of the business.

Nudity or state of nudity:

- (1) The appearance of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or
- (2) A state of dress which fails, opaquely and fully, to cover human buttocks, anus, male or female genitals, pubic region, or areola or nipple of the female breast.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted by other persons.

Operator means includes the owner, custodian, manager, operator, or person in charge of any sexually oriented business or an adult gaming arcade.

Peep booth means a room, semi-enclosure or other similar area located within a sexually oriented business wherein a person may view representations of specified anatomical areas or specified sexual activities.

Person means an individual, proprietorship, partnership, corporation, limited liability company, association, or other legal entity.

Principal business purpose means any establishment, having as a substantial or significant portion of its stock in trade the items listed in Subsections (A) and (B) of the definition of adult bookstore, adult novelty store, or adult video store and having on the premises at least 30 percent of the establishment's display space occupied by the display of the items described therein.

Principal owner means any person owning, directly or beneficially:

- (1) Any membership or partnership interest in a limited liability company or limited liability partnership if such person has any legal control or authority over the management or operation of the entity; or
- (2) In the case of any other legal entity, five percent or more of the ownership interests in the entity, except for shareholders, but including such shareholders who are corporate officers or directors or who otherwise have any legal control or authority over the management or operation of the entity.

Prize means a gift, award, gratuity, good, service, credit, or anything else of value, including a thing of value for a "gain", that may be transferred to a customer, whether or not possession of the prize is actually transferred or placed on an account or other record as evidence of the intent to transfer the prize. "Prize" does not include: (I) Free or additional play; (II) Any intangible or virtual award that cannot be converted into money, goods, or services; or (III) A paper or electronic coupon, whether issued to a player as a single ticket or token or as multiple tickets or tokens, that is won in return for a single play of a device; has a value that does not exceed the equivalent of \$25.00; cannot be exchanged or returned for money, monetary credits, or any financial consideration; and cannot be used to acquire or exchanged for any product that is, contains, or can be used as a constituent part of or accessory for: (A) Alcohol beverages; (B) Tobacco, tobacco products, marijuana, or smoking; or (C) Firearms or ammunition.

Public park means an area of land owned by a governmental entity or private association and intended to be used for recreational purposes, including any such land that contains no improvements and is intended only for open space purposes, and including any such land that is intended for use only for pathway purposes.

Seminude or *semi-nudity* means a state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breasts, as well as portions of the body covered by supporting straps or devices, which supporting straps or devices are used to support or enable the wearing of such clothing.

Sexually oriented business means an adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, peep booth or nude model studio. The definition of sexually oriented business shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the State of Colorado engages in medically approved and recognized sexual therapy, or a college, junior college or other institution which houses an adult model studio for artistic or educational purposes.

Simulated gambling device means a mechanically or electronically operated machine, network, system, program, or device that is used by an entrant and that displays simulated gambling displays on a screen or other mechanism at a business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person conducting the game or by that person's partners, affiliates, subsidiaries, agents, or contractors; except that the term does not include bona fide amusement devices, as authorized in C.R.S. § 44-3-103(47), that pay nothing of value and cannot be adjusted to pay anything of value. "Simulated gambling device" includes: (I) A video poker game or any other kind of video card game; (II) A video bingo game; (III) A video craps game; (IV) A video keno game; (V) A video lotto game; (VI) A video roulette game; (VII) A pot-of-gold; (VIII) An eight-liner; (IX) A video game based on or involving the random or chance matching of different pictures, words, numbers, or symbols; (X) An electronic gaming machine, including a personal computer of any size or configuration that performs any of the functions of an electronic gaming machine; (XI) A slot machine, where results are determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Article XVIII, § 9(4)(c) of the Colorado constitution; and (XII) A device that functions as, or simulates the play of, a slot machine, where results are

determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Article XVIII, § 9(4)(c) of the Colorado constitution. "Simulated gambling device" does not include any pari-mutuel totalizator equipment that is used for pari-mutuel wagering on live or simulcast racing events and that has been approved by the director of the division of racing events for entities authorized and licensed under C.R.S. tit. 44 art. 32.

Slot machine means any mechanical, electrical, video, electronic, or other device, contrivance, or machine which, after insertion of a coin, token, or similar object, or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive cash premiums, merchandise, tokens, redeemable game credits, or any other thing of value other than unredeemable free games, whether the payoff is made automatically from the machines or in any other manner; except that the term does not include a crane game or vintage slot machine models introduced on the market in 1984, does not contain component parts manufactured in 1984 or thereafter and is not used for gambling purposes or limited gaming purposes.

Specified anatomical areas means as used herein means and includes any of the following:

- (1) Human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola, that are not completely and opaquely covered; or
- (2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified criminal acts means sexual crimes against children, sexual abuse, sexual assault, or crimes connected with another sexually oriented business, including, but not limited to, distribution of obscenity, prostitution, or pandering.

Specified sexual activities means includes any of the following:

- (1) The fondling or other intentional touching of human genitals, pubic region, buttocks, anus or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- (3) Masturbation, actual or simulated;
- (4) Human genitals in a state of sexual stimulation, arousal, or tumescence; or
- (5) Excretory functions as part of or in connection with any of the activities set forth in Subsections (A) through (D) of this definition.

Affordable housing means rental housing affordable to a household with an annual income of at or below sixty percent of the Area Median Income (AMI), and that costs the household less than thirty percent of its monthly income. "Affordable housing" also means for-sale housing that could be purchased by a household with an annual income of at or below one hundred percent of the AMI, for which the mortgage payment costs the household thirty percent or less of its monthly income. An affordable housing project is allowed in all zoning districts, subject to underlying zone requirements. An affordable housing project shall, as a condition of approval, be accompanied by the recordation of a deed restriction, in form approved by the supervising entity and subject to City review which establishes qualified owners and successors in interest of units within the project at the levels specified herein, the maximum initial and subsequent sale prices for the units, ownership and rental restrictions to qualified persons, and enforcement provisions.

Aircraft support services mean aircraft maintenance and passenger and crew services.

Airport means any area that is used, or is intended to be used, primarily for the takeoff and landing of aircraft and any appurtenant areas that are used, or intended to be used, for airport buildings or facilities, including open spaces, taxiways, and tie down areas, hangars, and other accessory buildings.

Alley means a public way permanently reserved as a secondary means of access to abutting property.

Amended plat means an amended subdivision plat, or replat, which changes the number of separately described contiguous parcels of property or lots previously approved by the City, and meeting the requirements of Section 11-5-7 of this Title.

Annexation means the act of attaching, adding, joining or uniting a parcel of land to the legal entity known as the City of Montrose.

Applicant means any person submitting paperwork for a development application.

Area Median Income (AMI) means the median annual income for Montrose County, as adjusted for household size, that is calculated and published annually by the Department of Housing and Urban Development (HUD) or any successor index.

Assembly, religious means any structure or place wherein religious worship, ceremonies, rituals, and education are held for a congregation.

Assisted Living Facility means a residential structure licensed by the State of Colorado to provide health-related and personal care.

Average yearly high-water mark means the point on the bank, edge or channel at which the Uncompahgre River's waters reach their maximum average height on an annual basis; sometimes referred to as "HWM" herein. The average HWM shall be calculated based upon the depth of the Uncompahgre River at a cross section on the subject property, using a yearly peak flow rate of 2,000 cubic feet per second.

B

Bar or tavern means an establishment primarily devoted to the serving alcoholic beverages, and in which the service of food is incidental to the consumption of such beverages.

Barrier(s) to employment and housing stability means social, economic or health conditions, including mental illness, chemical dependency, or other disabling chronic health conditions which prevent or diminish a person's ability to obtain and remain in safe and permanent housing.

Bed and Breakfast means a business providing rooms and use of bath facilities on a nightly (short term rental) basis, for compensation, which business is incidental to the use of the premises for residential purposes.

Building means any structure having a roof supported by columns or walls and intended for supporting, enclosing, sheltering or protecting any use or occupancy. The term shall include modular homes that do not fall within the definition of manufactured home or mobile home.

Building height means the vertical distance measured from the finished grade to the highest point of the underside of the ceiling beams for a flat roof; to the deck line for a mansard roof; and to the mean level of the underside of the rafters between the eaves and the ridge for a gable, hip or gambrel roof; chimneys, spires, towers, elevator penthouses, tanks and similar projections other than signs shall not be included in calculating the height.

Building line means a line parallel to the property line beyond which no exposed portion of a building extends, other than its eaves or the roof overhang.

Building materials business means an establishment involved in the sale, storage, and distribution of structure supplies and services including lumber, brick, tile, cement, insulation, floor covering, lighting, plumbing supplies, electrical supplies, cabinetry, and roofing materials.

C

Campground means a parcel of land on which two or more camping or glamping sites are located, established, or maintained for occupancy by camping units.

Camping unit means a self-propelled or towed recreational vehicle, other vehicle used for temporary human occupancy, or a cabin, tent or other type of shelter intended, designed, or used for temporary human occupancy.

Childcare facility means any facility not in a residence and excluding schools which provides less than 24-hour care and supervision for minor children, in accordance with the Statutes of the State of Colorado.

City means City of Montrose, Colorado.

City Council means the Council of the City.

City Manager means the City Manager of Montrose, Colorado or his or her designee.

City staff means staff members appointed by the City Manager.

Code means the Montrose Municipal Code.

College or other place of adult education means an educational institution authorized by the state to award associate, baccalaureate, or higher degrees or a school conducted as a commercial enterprise for teaching skills and vocations, or skills in which machinery is employed as a means of instruction including vocational or technical school, and industrial schools and training facilities.

Common interest community means real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a declaration. The unit of ownership for any owner (except the association) within a common interest community is either a common interest community unit or a subplot. A common interest community is a condominium, planned community, or co-op.

Common interest community unit means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration. A common interest community unit may be comprised of only vertical boundaries or a combination of vertical and horizontal boundaries.

Conditional use means a use which is permitted only after review and approval pursuant to Sections 11-4-2 and 11-7-6 (B) of this Title.

Condominium means a type of ownership which consists of a separate fee simple estate in an individual airspace unit of a multi-unit property, together with an undivided fee simple interest in common elements. This definition is further supported by the following terms:

- (1) *Individual air space* means any enclosed room occupying all or part of a floor in a building of one or more floors to be used for residential, professional, commercial or industrial purposes.

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- (2) *Common elements*, unless otherwise provided in the declaration or by written consent of all the condominium owners, means the land or the interest therein on which a building or buildings are located; the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of such building or buildings; the basements, yards, gardens, parking area and storage spaces; the premises for lodging of custodians or persons in charge of the property; installations of central services such as power, light, gas, water, heating, refrigeration, central air conditioning and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use; such community and commercial facilities as may be provided for in the declaration; and all other parts of the property necessary or convenient to its existence, maintenance or safety in common use.
- (3) *Condominium unit* means an individual air space unit, together with the interest in the common elements appurtenant to such unit.
- (4) *Declaration* means an instrument which defines the character, duration, rights, obligations and limitations of condominium ownership.

Contiguous means sharing an edge or boundary, or touching one another at more than one point or corner.

Co-Op means a common interest community in which the real property is owned by an association, each member of which is entitled by virtue of such member's ownership interest in the association to exclusive possession of a unit.

D

Density means the number of dwelling units per gross acre of a development parcel, including roads and other public improvements in land area.

Disturbance envelope means the area or areas which will be directly affected by a proposed development located within the Uncompahgre River Buffer Zone.

Drive-in or drive-through means a site design or site feature that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services or obtain goods while remaining in their motor vehicles. This use includes but is not limited to drive-by pickup facilities for parcels, goods, food, or beverages.

Dwelling, duplex means a single residential building on a single lot containing two dwelling units, each designed for use and occupancy by one household. The two units must be able to function as dwelling units independently of each other, but may be located side-by-side, in front and behind, or above and below each other.

Dwelling, multi-household means five or more dwelling units in a single building on a single lot, where each unit is occupied by one occupant or household and where each unit has an individual entrance to the outdoors or to a common hallway. This use type includes modular homes as defined herein.

Dwelling, single-household attached means a single-household dwelling unit attached to one or more single household dwellings that share a common vertical side or rear wall reaching from the building foundation to the roof structure, each of which is located on its own separate lot. This use is also referred to as a townhome. This use type includes modular homes as defined herein.

Dwelling, single-household detached means a single-household dwelling that is not attached to any other dwelling by any means (except an approved accessory dwelling unit), on a single lot. This use type includes modular homes as defined herein.

Dwelling, tiny home means a single-household dwelling that is permanently constructed on a vehicle chassis; is not self-propelled; is designed for long-term residency; contains less than 400 square feet of gross floor area; includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home; is constructed to the International Residential Code as adopted by the Building Codes and Standards program of the Colorado Division of Housing; and has affixed to it a metal plate insignia certifying that it is built to those standards.

Dwelling, triplex or fourplex means a single building on a single lot containing three or four dwelling units under one roof, each of which is occupied by one occupant or household. This use type includes modular homes as defined herein.

Dwelling unit means an area in a building containing cooking, living and sanitary facilities designed for residential purposes.

E

Electric vehicle charging station (EVCS) means a public or private parking space served by battery charging station equipment which has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle (EV) also referred to as an EVCS space.

Electric vehicle charging station, retail means grouping of multiple EVCS's accessible to the public as a primary use of property, and which may provide electricity to customers for a fee. The property may also contain another primary use such as a convenience store.

Electric vehicle (EV) parking space means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

Estate subdivision, large means a subdivision, or part thereof, with a minimum lot size of at least one-half of an acre, a gross area of at least ten acres or a minimum total area inclusive of adjoining approved large or small estate subdivision with a minimum of one-sixth contiguity of at least 20 acres, and which is designated as a single-household residence district.

Estate subdivision, small means a subdivision, or part thereof, with a minimum lot size of 14,500 square feet, a gross area of at least ten acres or a minimum total area inclusive of adjoining approved large or small estate subdivision with a minimum of one-sixth contiguity of at least 20 acres, and which is designated as a single-household residence district.

F

Family Child Care Home (FCCH) is a type of family care home that provides less than 24-hour care at any time for two or more children that are unrelated to each other or the provider, and are cared for in the provider's place of residence or as currently defined by the Statutes of the State of Colorado. A family child care home shall be considered an accessory use to a residence in all zone districts.

Farm implement sales or service establishment means a business necessary and customary to farming or ranching operations, requiring special knowledge, expertise, or equipment, including the parking, servicing, repairing, or maintenance of vehicles designed for on-road hauling of livestock or agricultural products, and including vehicles and machinery designed for the harvesting, planting, cultivating, or processing of crops.

Farmers market means a seasonal open-air market where produce, plants, eggs, food and artisan's products are sold directly to consumers.

Farms and ranches mean land used primarily for the production of crops or livestock, including: irrigated meadows, irrigated and dry pasture, and irrigation ditches; stock drive routes; lands used for barns, corrals and storage of crops or agricultural products. This use excludes commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.

Flood Management-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-6 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

100-year flood means a flood having a recurrence interval that has a one percent chance of being equaled or exceeded during any given year (one percent annual chance flood). The terms "100-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term "100-year flood" does not imply that the flood will necessarily happen once every 100 years.

100-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

500-year flood means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term "500-year flood" does not imply that the flood will necessarily happen once every 500 years.

500-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 500-year flood.

Addition means any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Alluvial fan flooding means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial

deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

Area of shallow flooding means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood Elevation (BFE) means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Basement means any area of a building having its floor sub-grade (below ground level) on all sides.

Channel means the physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

Channelization means the artificial creation, enlargement or realignment of a stream channel.

Code of Federal Regulations (CFR) means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal government. It is divided into 50 Titles that represent broad areas subject to federal regulation.

Conditional Letter of Map Revision (CLOMR) means FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, as specified in Section 11-6-5 (H) of this Title, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the City at any time before, during and after a flood.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM database (usually spreadsheets containing data and analyses that accompany DFIRMs) means the FEMA mapping specifications and guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital Flood Insurance Rate Map (DFIRM) means the FEMA digital floodplain map the digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

Elevated building means a non-basement building:

- (1) Built, in the case of a building in FIRM Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of

pilings, columns (posts and piers), or shear walls parallel to the floor of the water; and

- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of FIRM Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D.

The term "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

Manufactured home park or subdivision, existing means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Federal Register means the official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA means Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) Overflow of water from channels and reservoir spillways;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (3) Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

Flood control structure means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) means the official report provided by FEMA. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

Floodplain or floodprone area means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

Floodplain administrator means the City Manager, or designee, who shall administer and enforce the provisions of Chapter 11-6 of this Title.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within floodprone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and Chapter 11-6 of this Title.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations and ordinances.

Floodplain management regulations mean zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, such as a floodplain ordinance, grading ordinance and erosion control ordinance, and other applications of police power. The term "floodplain management regulations" describes such state or local regulations, in any combination, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

Freeboard means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means a structure that is:

- (1) Listed by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior, or have been certified directly by the Secretary of the Interior in states without approved programs.

Letter of Map Revision (LOMR) means FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the special flood hazard area (SFHA).

Letter of Map Revision Based on Fill (LOMR-F) means FEMA's modification of the special flood hazard area (SFHA) shown on the Flood Insurance Rate Map (FIRM), based on the placement of fill outside the existing regulatory floodway.

Levee means a manmade embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10, as amended.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating or recreation, or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood

resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision, new means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of Ordinance No. 2290, adopting this Chapter.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Material Safety Data Sheet (MSDS) means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

Mean sea level means for the purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations.

No-Rise Certification means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

Physical Map Revision (PMR) means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;

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- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
 - (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

Start of construction means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or erection of temporary forms; nor does it include installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the building's external dimensions.

Structure means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the City; if an independent appraiser or the like is required, the property owner shall bear the cost thereof. This includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) A project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by officials having jurisdiction over such matters, and which are the minimum necessary conditions; or
- (2) Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

Threshold Planning Quantity (TPQ) means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

Variance means a grant of relief to a person from the requirements of Chapter 11-6 of this Title when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by Chapter 11-6 of this Title.

Violation means is the failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Floor area, gross means the total square footage of the building measured along the outside walls of the building and including each floor level.

Floor area, net means the total square footage of the building measured along the outside walls of the building and including each floor level, but not including open balconies, garages or other enclosed automobile parking areas and basement storage areas.

Food truck means a motor vehicle or trailer with a current Mobile Food Vendor's Permit designed and equipped for the preparation and sale of food and/or beverages.

Food truck court means an area of land on which one or more food trucks sell food and/or beverages to the public, and on which the public may consume food and/or beverages.

Fueling station means any building or lot having facilities for the sale of gasoline, diesel and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

Fulfillment center means a facility that is used for the receipt of bulk products and the storage, separation, and distribution of those products on an individual basis to individual end-user consumers. A fulfillment center's primary function is moving a shipment from one mode of transport to vehicles with rated capacities less than 10,000 pounds, for delivery directly to consumers or end-users. This includes e-commerce activities.

Funeral home means an establishment for the preparation of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial or cremation. This definition includes other undertaking establishments such as columbaria, crematoria, and may include a facility for the permanent storage of cremated remains of the deceased.

G

Glamping means a form of camping involving accommodation and facilities more luxurious than those associated with traditional camping.

Golf course means a tract of land laid out with a course having nine (9) or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal use, nor shall it include driving ranges that are not accessory to a golf course.

Government buildings and facilities means any building or facility owned and operated by the United States of America, the State of Colorado, the City of Montrose, or any agency or political subdivision thereof.

Grade means the elevation of the ground surface in its natural state, before man-made alterations or construction.

Grade, finished means the final elevation of the ground surface surrounding a building or structure after development.

Greenhouse, commercial means any land or structure used primarily to raise trees, shrubs, flowers or other plants for sale or for transplanting.

Group home means a state-licensed home for eight (8) or fewer persons that is for purposes other than those defined as a *Group home for the handicapped or disabled*.

Group home for the handicapped or disabled means a state-licensed home for eight (8) or fewer persons with mental or physical impairments which substantially limit one or more major life activities, and including such additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons. “Handicap” and “disability” have the same legal meaning. A person with a disability is any person who has a physical or mental impairment that substantially limits one of more major life activities; has a record of such impairment; or is regarded as having such an impairment. A physical or mental impairment includes, but is not limited to, hearing, visual, and mobility impairments, alcoholism, drug addiction, mental illness, mental retardation, learning disability, head injury, chronic fatigue, HIV infection, AIDS, and AIDS Related Complex. The term “major life activity” may include seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, speaking, or working. Group homes for handicapped or disabled persons, as they relate to recovering (not currently using) alcoholics and persons with drug addictions, may also be known as sober living arrangements.

H

Historic Preservation-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-3 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Alteration means any act or process that changes one or more of the exterior architectural or landscape features of a building, structure, site, object or district.

Certificate of Appropriateness means certificate issued by the commission authorizing any proposed repair, restoration, alteration, construction, relocation or demolition of a designated building, structure, site or object or element within a designated historic district pursuant to Chapter 11-3 of this Title.

Certificate of Economic Hardship means a certificate issued by the commission authorizing the repair, restoration, alteration, construction, relocation or demolition of a designated building, structure, object site or element within a designated historic district in accordance with the provisions of this Chapter, even though a Certificate of Appropriateness has previously been denied.

City's historic register means the register established pursuant to Section 11-3-3 of this Title.

Commission means the Historic Preservation Commission established pursuant to Section 11-3-2 of this Title.

Compatible or *compatibility* means consistent with, harmonious with and/or enhancing the mixture of complementary architectural styles either of an individual building, structure, object or site or of surrounding structures.

Construction or *construct* means the act of erecting an addition to an existing building, structure or object or the erection of a new principal or accessory building, structure or object on a lot or property.

Contributing property means a building, structure, site or object that reflects the historic or architectural character within a district.

Demolition or *demolish* means any act or process that destroys in part or in whole a building, structure or object.

Demolition by neglect means forsaking maintenance of any building, structure, object or site to allow severe deterioration, potentially beyond the point of repair.

Design guidelines mean a standard of appropriate activity that will preserve the historic and architectural character of a building, structure, object, site or district.

District means as set forth in Section 11-3-4 of this Title.

Exterior architectural appearance means the architectural character and general composition of the exterior of a building, structure or object, including, but not limited to, the kind, color (excluding paint) and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.

Historic district means a defined area designated pursuant to this Chapter, which may contain within its geographic boundaries one or more contributing buildings, structures, objects or sites, and which may have within its boundaries other non-contributing buildings, structures, objects or sites.

Historic property means a building, structure, site or object which is designated by the City Council pursuant to this Chapter.

Infill means construction on vacant or underused parcels within existing areas that are largely developed.

Inventory means catalog of buildings, structures, objects and sites within the City, listed, eligible for listing or non-eligible for listing on the City's historic register.

Maintenance means all activities necessary to prolong the useful life and aesthetic appearance of a property.

National Register of Historic Places means the list of significant buildings, structures, sites or objects in American history, architecture, archaeology, engineering or culture maintained by the U.S. Secretary of the Interior.

Non-contributing property means a building, structure, object or site that does not reflect the historic or architectural character within a district because of age or lack of integrity.

Object means a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Period of significance means span of time during which significant events and activities occurred.

Relocation means moving a building, structure or object to a different location, either temporarily or permanently.

Secretary means the secretary of the commission.

Secretary of the Interior's Standards for the Treatment of Historic Properties means the preservation, rehabilitation, restoration and reconstruction standards adopted by the U.S. Department of the Interior.

Site means location of a significant event, a prehistoric or historic occupation or activity, or a building, structure or object, whether standing or vanished, where the location itself maintains historic or archaeological value regardless of the value of any existing structure.

Structure means a construction for purposes other than shelter for humans, animals or chattel, such as a road, bridge, canal, or fence.

Home occupation means any commercial activity, whether for profit or nonprofit, conducted within a dwelling unit. A home occupation includes remote telework employment.

Homeowner association means any entity whether a corporation, partnership, unincorporated association, or other entity existing for the purpose of maintaining commonly-owned facilities or enforcing private protective covenants whose members or shareholders are the property owners involved. *Hospital* means an institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training and central services facilities and staff offices.

Hotel or motel means a building designed for occupancy as the temporary abiding place (30 days or less) of individuals who are lodged with or without meals, and with such building having six or more guest rooms.

Household is defined as any of the following:

- (1) A single person occupying a dwelling unit;
- (2) Up to any number of persons of any relationship, so long as in compliance with all health and safety regulations; or
- (3) A group home, or group home for the handicapped or disabled, as defined herein.

I

Industrial use, other means an establishment or business that uses hazardous inputs or creates hazardous by-products in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts on the environment or surrounding areas. Examples include but are not limited to: asphalt and concrete batch plants, fuel alcohol plants, fuel bulk plants, and ice and cold storage plants, but excluding the use or storage of any materials listed as hazardous substances in Title 40, Code of Federal Regulations, Parts 116.4, 302.4, and 355, or in C.R.S. 25-15-101.

J

K

L

Land development means any change in the use of land or improvements thereon, including, but not limited to:

- (1) The construction, enlargement, reconstruction or renovation of any improvements which require a building permit.
- (2) A change in use or intensity of use on the land, or within a structure.
- (3) The placement of temporary structures on the land.
- (4) Site clearance, removal or addition of vegetation, grading, dredging, mining, drilling, cut and fill activities, dumping soil or other materials, removal of soil or contouring of a site.
- (5) Request for approval of any of the forms of land use application listed in Section 11-4-2 at Table 4-1.

Notwithstanding the foregoing, the following shall not be deemed to constitute *land development*:

- (1) Normal maintenance and repair of improvements which do not involve a change in use or intensity of use.
- (2) Nonstructural interior improvements when they have no effect on the square footage of the existing improvements and are not associated with a change of use.

Large retail development means a retail project or establishment of more than 10,000 square feet of gross floor area.

Laundry facility, self-service means an establishment with washing machines and dryers for public use.

Letter of infrastructure completion and acceptance means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title accepting all public and necessary on- and off-site improvements. The issuance of this letter shall end the construction warranty period.

Letter of substantial completion means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title accepting all public and necessary on- and off-site improvements, except for landscaping and irrigation facilities. The landscaping and irrigation facilities may be secured with as set forth in Section 11-5-12 of this Title.

Library means a facility that is open to the public and is primarily intended for the loan of books, periodicals and other reading materials.

Live/work unit means a residential dwelling unit in a mixed-use building used partly for commercial office, retail, or personal service uses.

Lot means a parcel or tract of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or possession or for building development.

Lot width means the width of a lot measured at the building line.

M

Manufactured home means a single-household substantially or entirely manufactured in a factory which is moved on site in substantial component parts, placed on a permanent or temporary foundation, is not self-propelled and which is manufactured, certified and labeled pursuant to 42 USC 5401 et seq. or certified by the Colorado Division of Housing pursuant to CRS 24-32-703 and affixed with a certification label (also known as a HUD tag – see image below) on the outside of the home.



Manufactured home park means any single or contiguous lots, tracts, or premises upon which is located two or more mobile or manufactured homes used as residences on a permanent basis on individual lots, pads, or spaces; whether those lots, pads, or spaces be individually owned, leased, or rented. A manufactured home park does not include modular home subdivisions.

Manufactured home, tiny home and travel home sales or service establishments mean businesses principally involved in the sale, servicing, repairing, maintenance, or storage of manufactured homes, tiny homes and/or travel homes.

Manufactured housing means mobile homes and manufactured homes.

Manufacturing and non-manufacturing uses mean industrial operations including food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.

Medical clinic means an ambulatory health facility where patients are admitted for outpatient examination and treatment by a group of licensed health care practitioners, dentists, or licensed health care practitioners in practice together. This use includes facilities providing support to the medical profession and patients medical and dental laboratories, blood banks and various types of medical supplies and services. This definition includes facilities such as blood donor stations, chiropractor offices and clinics, optometrist offices and clinics; osteopathic physician offices and clinics, and other specialized treatment clinics except outpatient drug treatment clinics.

Micro-brewery, micro-distillery, and micro-winery mean a small brewery, winery, meadery or distillery operated separately or in conjunction with a drinking establishment or restaurant, provided the beer, wine, mead or liquor is sold for consumption onsite or off the premises and is not sold to other drinking establishments, restaurants, or wholesalers.

Minor subdivision means a subdivision which meets the requirements of Section 11-5-3 of this Title.

Mixed use means the development of a lot tract or parcel of land, building or structure with two or more different uses including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed use building means a building designed, planned and constructed as a unit, used partially for residential use and partly for commercial uses including, but not limited to, office, retail, public uses, personal service or entertainment uses.

Mobile home means a single-household dwelling, factory-built and factory-assembled residence which does not comply with the National Manufactured Homes Construction Safety and Standards Act. (42 U.S.C. Section 5401 et seq., 1978, as amended).

Mobile home, dependent, means a mobile home without toilet, lavatory or bathing facilities.

Modular home means single-household, duplex, triplex, fourplex, or multi-household homes substantially or entirely manufactured in a factory which are moved on site in substantial component parts, are placed on a permanent foundation, are not self-propelled and which meet or exceed, on an equivalent engineering basis, standards established by the applicable City building code. The homes will bear an insignia labeled as “Factory Built Unit Certification” which are typically found under the kitchen sink – see image below.

THIS INSIGNIA IS THE PROPERTY OF THE
STATE OF COLORADO
DIVISION OF HOUSING

THE FACTORY BUILT PORTION OF THIS STRUCTURE COMPLIES WITH THE FACTORY
BUILT CONSTRUCTION STANDARDS OF THE STATE OF COLORADO

MANUFACTURER(S)' NAME _____

PLAN APPROVAL NO. _____ UNIT ID# _____

DATE BUILT _____ CERTIFICATION NO. _____

MANUFACTURER CERTIFIES THE FOLLOWING:

ROOF DESIGN LOAD	_____	PSF	_____	MECHANICAL
WIND SPEED	_____	MPH	_____	ELECTRICAL
FLOOR DESIGN LOAD	_____	PSF	_____	PLUMBING
OCCUPANCY	_____		_____	BUILDING
SEISMIC CAT	_____			
ENERGY CODE	_____			

Modular structure means a nonresidential building substantially or entirely manufactured in a factory which is moved on site in substantial component parts, placed on a permanent foundation, are not self-propelled and which meets or exceeds, on an equivalent engineering basis, standards established by the City’s building code.

Museum means a facility or area that is open to the public and is intended for the display of art or other works that have architectural, artistic, cultural, literary, historical, or scientific value.

N

Native vegetation means species of plants considered indigenous to the State of Colorado by government or reputable academic sources; species of plants that are not listed as "non-native" by agencies of the State of Colorado or the U.S. Bureau of Land Management.

Nonconforming use means a use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

O

Office, business means an office for professionals such as physicians, dentists, chiropractors, lawyers, architects, engineers, surveyors, artists, musicians, designers, teachers, accountants, bookkeepers, secretarial services, title companies, social service providers and others who through training are qualified to perform services of a professional nature and where no storage or sale of merchandise exists, except as accessory to the professional services.

Official Zoning Map means the adopted zoning map of the City showing zoning districts and boundaries.

On-site supportive services include, but are not limited to, health and dental care, behavioral health care, mental health services, substance abuse services, case management, life skills training, food access, assistance with transportation, child care assistance, and dependent care, when offered in connection with supportive housing.

Open space, useable means land which is free of buildings, structures, parking lots and other substantial private improvements, except as noted herein. Useable open space may include swales, drainageways and stormwater detention areas; landscaped medians in parking lots; courtyards; private parks and playgrounds; and tracts of land owned and maintained by a Homeowners Association. Useable open space may not include easement areas (unless co-located as part of a HOA tract); front, side or rear yards; or private trails.

Outdoor Lighting - Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-9 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Bulb means the source of electric light. To be distinguished from the whole assembly. (See *Luminaire*.)

Candela means unit of luminous intensity.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

Fixture, full cut-off means a fixture, as installed, that is designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

Flood light means light that produces up to 1,800 lumens and is designed to flood a well-defined area with light. Generally, flood lights produce from 1,000 to 1,800 lumens.

Flux means a unit that is erg/sec or watts.

Footcandle means illuminance produced on a surface one foot from a uniform point source of one candela. A unit of illuminance is equal to one lumen per square foot and is measured by a light meter.

Glare means intense light that results in discomfort and/or reduction of visual performance and visibility.

Illuminating Engineering Society of North America (IESNA) means the professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

Light means the form of radiant energy acting on the retina of the eye to make sight possible: brightness, illumination, a lamp, etc.

Light pollution means any adverse effect of manmade light, including, but not limited to, light trespass, up-lighting, uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky. Often used to denote urban sky glow.

Light trespass means light emitted by a luminaire that shines beyond the boundaries of the property on which the luminaire is located.

Lighting, exterior means temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting.

Lighting, holiday means festoon type lights, limited to small individual bulbs on a string.

Lighting means any or all parts of a luminaire that function to produce light.

Lumen means unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One footcandle is one lumen per square foot. One lux is one lumen per square meter.

Luminaire means a complete lighting system consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to a power supply.

Motion sensor device means a device that will sense motion electronically and switch on a security light necessary for public health, safety, and welfare for a brief duration.

Outdoor light fixture means outdoor, electrically-powered illuminating devices, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and flood lights for:

- (1) Buildings and structures;
- (2) Recreational areas;
- (3) Parking lot lighting;

-
- (4) Billboard and other signs;
 - (5) Landscape lighting;
 - (6) Street lighting;
 - (7) Building overhangs and open canopies; and
 - (8) Product display area lighting.

Outdoor lighting means lighting that directly illuminates areas not completely enclosed by a structure.

Recessed means when a light is built into a structure such that the light is fully cut-off and no part of the light extends or protrudes beyond the underside of that structure.

Shielded means when the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture. Also considered a full cut-off fixture.

Shielded, partially means the bulb of the fixture is shielded by a translucent siding and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb.

Up-lighting means lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Outlot means a lot or lots representing the remaining aggregate of unsubdivided land in those instances where large parcels of land are subject to existing uses or development, and may be subject to future subdivision as part of a phased development.

Outpatient drug treatment clinic means structures and land used for the treatment of alcohol or other drug abuse, supervised by a licensed physician, where neither meals nor lodging is provided.

Owner means the person, corporation, government or other legal entity who owns or who has any legal or equitable interest in property and who is listed as owner on the records of the Montrose County Assessor's Office.

P

Park model means a recreational vehicle, that has a floor area of less than four-hundred square feet, which is transportable by another vehicle and is primarily designed for long-term or permanent placement and for temporary residency in a travel home park.

Parking facility means a commercial or public parking lot or structure designed and improved for temporary, daily, or overnight off-street parking of vehicles where a fee may or may not be required to be paid to use the facility.

Parks, open space and recreation facilities mean any facilities which serves specific uses of providing park and recreation opportunities or conserving natural areas and environmental resources.

Permit, building means a permit that is issued by the City prior to the erection, construction, alteration, moving, or relocation of a building or structure.

Permitted use means a use which is permitted or allowed in the zone district involved, without review by the Planning Commission, and that complies with the provisions of this Title and other applicable City ordinances and regulations. A permitted use is also known as a use by right.

Person means any individual, firm, partnership, association, syndicate, corporation, trust or any other entity.

Personal services establishment means shops primarily engaged in providing services generally involving the care of the person, such person's apparel or rendering services such as laundry or dry-cleaning retail outlets, portrait/photographic studios, beauty or barber shops, employment service or mailing, printing and copy shops.

Planned community means a common interest community that is not a condominium or co-op and where the common elements are owned by an association. A condominium or co-op may be part of a planned community.

Planned Development (PD) means a unified development in single ownership or control, which is subdivided and developed according to a master plan and where the specific requirements of a given district may be modified.

Preliminary Letter of Infrastructure Completion means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title when all public and necessary on- and off-site improvements have been inspected and determined to be complete. This letter initiates the construction warranty.

Principal use means the primary purpose or function of the land, building or structure.

Private and fraternal clubs mean organizations of persons for special purposes or for the promulgation of sports, arts, literature, politics or other common goals, interests or activities, characterized by membership qualifications, dues or regular meetings, excluding clubs operated for profit and/or places of religious assembly.

Private recreation facility, indoor mean a place where recreation activities occur completely within an enclosed structure, including but not limited to bowling alleys, skating rinks, pool halls, video and pinball parlors.

Private recreation facility, outdoor means a place with outdoor activities, including but not limited to miniature golf, batting cages, water slides, skateboard parks, driving ranges and go-cart tracks.

Public transportation facilities mean those constructed facilities limited to transportation systems.

Public utility service facilities mean transmission and distribution facilities for natural gas, and electricity necessary to provide service to customers located in the various districts of the City, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

Q

R

Recreational vehicle park means travel home park as defined in this Chapter.

Rental business means a facility engaged in the rental of light equipment including, but not limited to appliances, gardening tools, sewing machines, vacuum cleaners, other products customarily associated with domestic residential uses.

Restaurant means any establishment in which the principal business is the sale of food and beverages to customers in a ready-to-consume state.

Retail sales and personal services establishments with limited manufacturing means a retail or personal services establishment, or any combination of retail and personal service establishments in a single building, which also involve limited manufacturing of the products supplied.

S

School, Elementary, Middle and High means an educational institution under the sponsorship of a public, private, or religious agency, having a curriculum for students in the elementary grades, middle school grades, or high school grades. This definition includes both public schools and private non-boarding schools that have a curriculum similar to that in the permitted public schools.

Setback means the required minimum distance between a property line and the closest projection of a building or structure, measured at a right angle to the property line. Where angled buildings, lots or curved streets exist, the setback may be taken as an average distance. Setbacks shall be unobstructed from the ground to the sky except as otherwise specifically allowed in this Title.

Shooting range, indoor means a building within which the use of firearms for the purpose of target practice is conducted.

Short-term rental means a type of lodging wherein a dwelling unit, either in full or in part, is rented to a temporary occupant for monetary consideration for fewer than 30 consecutive days. A bed and breakfast for the purposes of this definition, is a type of short-term rental. Likewise, a home used similar to a rooming/boarding or lodging house, but where stays are fewer than 30 consecutive days is also a short-term rental. Short-term rental does not include shelters or other transient lodging provided for no monetary consideration.

Sidewalk means improvements intended for pedestrian, bicycle and non-motorized traffic including sidewalks, trails, recreation paths, bike paths and similar facilities.

Sign - Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-10 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Dispenser type display means a facility whose primary purpose is to dispense goods and products, including gas pumps, beverage, candy or ice machines, wiper blades, motor oil displays or similar products.

Electronic reader board means any sign that displays text over a fixed background by digital or electronic means.

Principal street frontage means the street or frontage with the highest functional classification under the most current version of the City's Comprehensive Plan.

Sign means an object or device which is used for the primary purpose of conveying a message by means of letters, numbers, figures, symbols, colors or other similar medium.

Sign, animated sign means any sign or part of a sign which changes, or appears to change, physical position by any movement or rotation, including search lights, streamers, balloons, inflatable signs and figures, and air- or wind-driven signs.

Sign area means:

- (1) The area of signs with regular geometric shapes shall be measured using standard mathematical formulas. Regular geometric shapes shall include, but not be limited to, squares, rectangles, triangles, parallelograms, circles, or combinations thereof.
- (2) The area of signs with irregular shapes or of individual letter signs shall be the entire area within a single continuous perimeter of not more than eight straight lines enclosing the extreme limits of the sign.
- (3) The total measured area of a sign shall include the area of all writing, representation, lines, emblems or figures contained within all modules, together with any air space, material or color, forming an integral part or background of the display if used to differentiate such sign from the backdrop or structure against which it is placed.
- (4) On all signs other than projecting signs, the sign area shall be figured on one side only.
- (5) The area of all freestanding signs shall include the area of the sign face as calculated in Subsections (1) through (4) of this definition, together with any portion of the sign structure which exceeds 75 percent of the area of the sign face. The intent of this Subsection is to encourage architectural decoration, ornamentation, or embellishment without deducting from the allowed sign area.

Sign, bulletin board means a sign used for the purpose of notification to the public of an event or occurrence of public interest.

Sign, canopy means a sign suspended from a permanent roofed structure. Canopy or hanging signs are allowed in all zones.

Sign, electric means any sign containing electrical wiring, including signs illuminated by an exterior light source.

Sign, electronic means any sign that contains a digital or electronic display that can be changed, similar to a computer or television screen.

Sign, flashing means any electronic or illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

Sign, freestanding means a non-movable sign which is entirely supported by one or more uprights, poles, braces, or a base in or upon the ground. Free-standing signs are allowed in all zones.

Sign, off-premise means a sign advertising a business, person, activity, goods, products or services not located on the site where the sign is installed, or that directs persons to any location not on that site are not permitted.

Sign, portable means signs designed to be physically moved and changed periodically to attract attention to a special circumstance, price or sale situation.

Sign, projecting means a sign (other than a wall sign) which projects from and is supported by a wall of a building. Projecting signs are allowed only within commercial zones.

Sign, roof means a sign erected upon or constructed directly over any part of the roof or parapet of a building whether or not actually attached to the roof.

Sign, temporary means any sign, banner, pennant, valance, or advertising display constructed of cloth, cardboard, wallboard, or other light materials, with or without frames.

Sign, vehicle-mounted means any sign affixed to or mounted upon any type of vehicle, as the term "vehicle" is defined herein.

Sign, wall means any sign attached to or erected with the exposed face of the sign parallel to the wall of a building or structure. Wall signs are allowed in all zones.

Sign, window means a temporary or permanent sign attached to the window of a building.

Skilled Nursing Facility means health care or residential facility licensed by the State of Colorado to provide continuous inpatient services.

Social service activities, daytime mean facilities operated by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use expressly excludes the overnight sheltering of people. For the purposes of this use, "daytime" shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. "Night" shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.

Solar energy system, accessory means an accessory use allowed in all zone districts that converts the sun's radiant energy into thermal, chemical, mechanical, or electric energy.

Solar farm means a principal use on land containing multiple solar energy devices that convert sunlight into electricity for the primary purpose of wholesale sales of generated electricity.

Storage, outdoor means the keeping, in an unroofed area, of any equipment, goods, junk, material, merchandise or vehicles in the same place for more than twenty-four (24) hours.

Storage facility, construction equipment means an outdoor facility used by a contractor for the storage of construction equipment and supplies and may include a contractor's office.

Storage facility, fuels and chemicals mean an outdoor facility with above-ground storage tanks, containers or other structures for gasoline, propane, magnesium chloride and similar fuels or chemicals.

Storage facility, indoor means a structure or group of structures containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time. An indoor storage facility is also known as a self-storage or mini-storage facility.

Storage facility, outdoor means an outdoor area in which storage spaces are used by consumers/tenants for short- and long-term storage of personal property. Outdoor storage includes, but is not limited to, recreational vehicle, boat, and other large equipment storage.

Stormwater drainage system means a system designed to carry off and minimize the effects of run-off water. It may consist of surface grading or subsurface piping or other components as required.

Subdivide means any act which is intended to or does result in the creation of a subdivision of land.

Subdivision or subdivided land means a parcel of land which is divided into two or more parcels, lots, tracts or other interests including condominiums; townhouses, other common interest ownership properties; and any act creating such results. Provided, however, the following shall not be considered to be a subdivision for the purpose or application of these regulations:

- (1) A division of land which creates cemetery lots;
- (2) The creation of separate but undivided interests in a tract of land such as joint tenancy, tenancy in common, tenancy in entirety, trust, lien, mortgage, deed of trust or other security interest, unless such separate interests apply to less than all of the tract;
- (3) An interest severing the oil, gas, minerals or water from the surface estate;
- (4) Creation of a utility easement or an easement unrelated to the use of the surface; or
- (5) Any division of property created by official acts of the City, including, but not limited to, partial acquisitions and conveyances of land, partial annexations of land, easements, and public rights-of-way.

Sublot means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration. The sublot may be comprised of only vertical boundaries or a combination of vertical and horizontal boundaries.

Supportive housing means housing that is designed to provide ongoing and on-site supportive services to help individuals and families experiencing homelessness or at risk of homelessness, and which persons have barrier(s) to employment and housing stability. Occupancy of supportive housing shall be designed and operated for stays of 30 consecutive days or more and not on a nightly or emergency basis.

T

Temporary use means a use intended for a limited duration.

Theater means a facility in which one or more auditoriums are located or a multi-screen cinema complex.

Tiny home community means a collection of three (3) or more tiny homes on one (1) lot.

Townhome means two (2) or more dwelling units, each with its own outside entrance, which are joined by a common party wall and are on adjoining individual lots.

Transportation Plan means that portion of the City's Comprehensive Plan which establishes the location, character and size of streets or other public ways. The term "Transportation Plan" may also be referred to as "Street Plan" or "Thoroughfare Plan."

Travel home means vehicles and structures commonly used for temporary dwelling during travel or recreation activities, including, but not limited to, those registered or required to be registered and licensed as a vehicle, such as campers, motor homes, RVs, pick-up truck campers, trailers and trailer coaches.

Travel home park means any open area, other than a street, alley or other public place, used exclusively for the parking or temporary storage of two or more travel homes.

U

Uncompahgre River means the river flowing through Montrose County, Colorado, shown on the United States Geological Survey, National Hydrologic Survey Map, in the area identified by Hydrologic Unit Code (basin) 14020006, and labeled thereon as the "Uncompahgre River;" also sometimes referred to herein as "the river."

Unenclosed means open on two or more sides of the subject structure.

Use means the activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

V

Vehicle means any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. The term "vehicle" includes any bicycle, but does not include any wheelchair, or any device moved by muscular power or moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Vehicle sales, repair or service establishments mean an establishment that specializes in the sale, display, lease, rental, repair or indoor storage of motor vehicles, including automobiles, vans, trucks, and recreational vehicles. Accessory uses may include sales of parts for, washing, and servicing of vehicles.

Veterinary clinic or hospital, large animal means a facility for the on-site medical treatment of large animals, including livestock, that may include outdoor enclosures, pens, runs or exercise areas. Accessory uses may include the supplementary sale of associated products and associated office space.

Veterinary clinic or hospital, small animal means any facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment or prevention of animal diseases wherein the animals are limited to dogs, cats or other comparable household pets and wherein the overnight care of said animals is prohibited except when necessary in the medical treatment of the animal.

Visitor center means a building or group of buildings that provides information for tourists, often with video displays and exhibitions.

W

Warehouse and wholesale distribution operation means any establishment primarily engaged in selling durable and nondurable goods to retailers, to industrial, commercial, institutional, farm, building trade contractors or professional business uses or to other wholesalers. Activities may include physically assembling, sorting and grading goods into large lots and breaking bulk for redistribution in smaller lots in such a way as to have a minimal impact on surrounding properties.

Warrant or warranty means the subdivider shall take such steps and incur such costs as may be needed so that all public and necessary on- and off-site improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the subdivider's construction plans and/or site plan and City standards and specifications until the end of the warranty period.

Wireless Communication - Related Definitions:

The following words, terms and phrases, when used in Chapter 11-14 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Antenna means any exterior transmitting or receiving device mounted on a tower, building, or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, or other communication signals, including, but not limited to, antenna used for personal wireless services as defined in 47 USC 332(c) (7).

Eligible telecommunications facilities request means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Substantial change means a modification which substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria, including a single change or a series of changes over time whether made by a single owner or operator or different owners/operators over time, when viewed against the initial approval for the support structure:

- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- (a) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the federal Spectrum Act, effective February 22, 2012.

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- (2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
 - (3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
 - (4) It entails any excavation or deployment outside the current site;
 - (5) It would defeat the concealment elements of the eligible support structure; or
 - (6) It does not comply with conditions associated with the original siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 6 of this definition.

Telecommunications facilities means the plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, pedestals, antennas, towers, alternative tower structures, electronics and other appurtenances used to transmit, receive, distribute, promote, or offer telecommunications services.

Tower means any structure designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term "tower" includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and other similar structures. The term "tower" also includes any antenna or antenna array attached to the tower structure.

Tower height means, when referring to a tower or alternative tower structure, the distance measured from the lowest point within ten feet of the structure to the highest point on the tower or other alternative tower structure, including the base pad and any antenna.

X

Y

Yard means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, front means a yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

Yard, rear means a yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

Yard, side means a yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of the building or accessory building attached thereto.

Yurt means a portable, circular tent-like dwelling.

Z

CHAPTER 11-4. DEVELOPMENT REVIEW PROCEDURES

Sec. 11-4-1. Compliance.

- (A) No building permit, certificates, business or occupation license, or site development plan approval, use of which may be subject to the provisions of this Title, shall be issued by any department, agency or board of the City except in compliance with this Title. No land shall be used or occupied, and no structure shall be designed, erected, altered, used or occupied except in conformity with all regulations established in this Title and upon performance of all conditions set forth in this Title.
- (B) No person shall subdivide any tract of land which is located within the City except in conformance with the provisions of Chapter 11-5 of this Title.
- (C) Building permits shall not be issued for the construction or reconstruction of structures upon any land, or the addition to any building or structure situated on any land, or other improvements requiring a building permit, unless such land is zoned for the use proposed and if required, has been subdivided and platted in accordance with the procedures set forth in Chapter 11-5 of this Title. A whole platted lot is required for compliance with this requirement.
- (D) No building permit shall be issued for construction until a site development plan has been approved by the City and further, until there has been compliance with all platting procedures of Chapter 11-5 of this Title.
- (E) No person or related entity delinquent in the payment of any money owed to the City, in any amount or for any purpose, including, but not limited to, any delinquent taxes, permit fees, Court fines, cost or judgments, fees, surcharges or assessments, may be granted any City permit, other City discretionary permission or paid any consideration from the City, pursuant to a contractual obligation or otherwise, until payment in full has been received by the City or other financial arrangements are made that are satisfactory to the City Manager.

Sec. 11-4-2. Review process.

- (A) All "land development," as defined at Chapter 11-15 of this Title, must be reviewed and approved in accordance with the review process and standards set forth in this Chapter. Table 4.1, the Review Procedures Chart, establishes the required review steps applicable to different forms of approval. Applicants should refer to the chart to determine which one (1) or more "Approval Requested" under the left-hand column of the chart applies to their proposed development. The required stages of review for each approval are shown on the lines to the right. The specific review process for each stage is set out in detail in the balance of this Title under the appropriate headings. Unless otherwise indicated, amendment or modification of a prior approval follows the procedure for review of the original application.
- (B) Except as otherwise set forth for administrative review, land development applications are reviewed by ~~both~~ City staff, the Planning Commission and the City Council, all as shown on the Review Procedures Chart (Table 4.1), below. The Planning Commission reviews an

application and makes a recommendation to the City Council, unless the Commission is the final review body, all as shown on Table 4.1.

- (C) For those applications for which the City Manager has authority to review and render an administrative decision, as shown on Table 4.1, the City Manager shall approve, approve with conditions, or deny the application within ~~thirty~~(30) days of determination that the application is complete.
- (D) The applicant shall submit an application upon forms supplied by the City accompanied by the information required by this Title. A single application may contain a request for more than one action. The application shall be accompanied by an application fee in an amount as set by City Council. No formal application need be submitted or fee paid for an amendment or addition to the Official Zoning Map initiated by the City Manager, or City Council.
- (E) The number of copies of the required application and associated submission requirements are shown on the relevant application forms. All maps and reports shall bear suitable evidence of the professional qualifications of the person responsible for the preparation of the map or report. Engineering information must be certified by a professional engineer licensed in the state of Colorado. All required documents containing land survey descriptions and topographic maps must be certified by a professional land surveyor licensed in the state of Colorado.
- (F) Except as provided in subsection (K) below, A hearing shall be set before the Planning Commission not sooner than 20 days, nor more than 60 days after receipt by the City of a properly completed application and all other required information.
- (G) The order of procedure at the hearing or meeting once opened is recommended to be:
 - (1) City staff presentation~~;~~_;
 - (2) ~~applicant~~Applicant presentation~~;~~_;
 - (3) ~~public~~Public testimony~~;~~_;
 - (4) ~~applicant~~Applicant and City staff response if desired~~;~~_;
 - (5) ~~public~~Public testimony closed~~;~~_; and
 - (6) ~~reviewing~~Reviewing body deliberation and decision.
- (H) The reviewing body shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the City staff, and comments from the public. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met.
- (I) Except as provided in subsection (K) below, The Planning Commission shall complete its review and make its recommendation to the City Council no later than ~~thirty~~(30) days from the date of the initial Commission meeting or hearing. The Planning Commission may recommend approval, conditional approval or denial, indicating any particular conditions for approval, and its reasons for a recommendation of denial, provided however, conditions on rezoning are not permitted.

(J) The application must be scheduled for City Council action by the applicant within ~~forty-five (45)~~ days of the date of the Planning Commission action. ~~The City Council may approve, approve with conditions, or deny an application. Conditions may be imposed on length of permit approval or other aspects of the activity designed to ensure compatibility with the standards of this Title and any policies or other adopted standards of the City.~~

(K) This subsection shall apply only to applications for development of residential housing projects for which 50 percent or more of the units constitute affordable housing (as defined at Section 11-15-2), and the application is one of the following: Building Permit, Site Development Plan, Conditional Use, or Variance.

(1) Notwithstanding subsections (F) and (J) hereof, the time periods therein listed for review of those listed applications shall be administratively adjusted such that the final decision on the application is provided no later than 90 days after the date the application is deemed complete upon completeness review ("CR") under Table 4.1.

(2) The 90-day period may be extended at the option of the applicant for an additional 90 days for compliance with state law or court order, or for a review period required by another local government or agency, within the local government or agency, for any component of the application requiring that local government or agency approval.

(3) The approval process may include extensions to allow the submission of additional information or revisions to an application in response to requests from the City. Such extensions shall not exceed the amount of time from the request to the submission of the applicant's response plus 30 days. Applicants shall provide such additional information or responses promptly and shall, whenever practicable, provide a response within 5 business days.

~~(L)~~ (L) In the event the reviewing body recommends denial of an application at any stage, the applicant may choose to proceed to the next stage of review or may resubmit the application at the first stage. In the event the review stage is before the City Council, the application may not be further processed following a denial. If, in the opinion of the City Manager, a submittal at any stage of review is incomplete, the matter shall be removed from the agenda and not further processed until determined complete in accordance with submittal requirements.

(M) The reviewing body as shown in Table 4.1 may approve the requested action only upon finding that all applicable criteria and requirements of this Title have been met. If it determines that such criteria have not been met, the application shall be denied. ~~The application may be granted upon conditions or limitations which the reviewing body determines are necessary in order to ensure that the applicable criteria are met.~~

(N) For those land development actions for which an appeal to the City Council is permitted under Table 4-1, the appealing party must file a statement of grounds for appeal within ten days of the date of the decision being appealed. Upon timely filing of an appeal, a hearing before the City Council shall be held after public notice in the manner required for that form of application under Table 4-2.

~~(K)~~(O) Unless specifically identified for a separate appeal, all administrative decisions are the final decision of the City, subject to judicial appeal.

~~(L)~~(P) The following chart describes the review process for all land development approvals:

**Table 4.1
Review Procedures Chart**

Approval Requested	Pre-Application	CR	Referral	Approval			Section Reference
				AD	PC	CC	
Site Development Plan - Major	X	X	X	X			Sec. 11-8-1
Site Development Plan – Minor	X	X	X	X			Sec. 11-8-1(B)
Site Development Plan – Large Retail	X	X	X		H	A	Sec. 11-8-9
Annexation	X	X	X		H ¹	H	Sec. 11-4-10
Floodplain Development Permit	R	X		X			Sec. 11-6-3; 11-6-4 (variance)
Mobile/Manufactured Home Siting Permit	R	X		X			Sec. 11-13-2
Mobile/Manufactured Home Park Permit	X	X	X		H	X	Sec. 11-13-4
Travel Home Permit	R	X		X	H	X	Sec. 11-13-7
Travel Home Park Permit	X	X	X		H	X	Sec. 11-13-8
Tiny Home Community Permit	X	X	X		H	X	Sec. 11-13-11
Sign Permit	R	X		X			Sec. 11-10-4
Temporary Use Permit	R	X		X			Sec. 11-7-6 (E)
Conditional Use	X	X	X		H	A	Sec. 11-7-6 (B)
Rezoning (legislative)		X				H	Sec. 11-7-12 (C)
Rezoning (site specific)	X	X	X		H	H	Sec. 11-7-12 (A)
Variance	X	X	X		H	A	Sec. 11-7-13; 11-8-1 (GE)
Planned Development (PD)							
Sketch Plan	X	X	X		H		Sec. 11-7-8 (F)
Preliminary PD	X	X	X		H	X	Sec. 11-7-8 (F)
Final PD ²	X	X	X			X	Sec. 11-7-8 (F)
PD Amendment - Major	X	X	X		H	X	Sec. 11-7-8 (H) (2)
Administrative PD	X	X	X	X			Sec. 11-7-8 (D)
PD Amendment - Minor/Administrative	X	X	X	X			Sec. 11-7-8 (HD) (29)
Subdivision							
Sketch Plan	X	X	X		H		Sec. 11-5-4.
Preliminary Plat	X	X	X		H	X	Sec. 11-5-5.
Final Plat	X	X	X			X	Sec. 11-5-6.
Minor Subdivision	X	X	X	X			Sec. 11-5-3.
Plat Amendment- Major	X	X	X	X	H	X	Sec. 11-5-7.
Plat Amendment - Minor	X	X	X	X			Sec. 11-5-3 (C)
Plat - Administrative Review		X				X	Sec. 11-5-7.
Key CR: Completeness Review CC: City Council PC: Planning Commission AD: Administrative Decision				H: Public Hearing Required R: Recommended; not required X: Meeting or Action Required A: Appeal Permitted			

¹ Recommend that initial zoning occur concurrent with annexation; see Rezoning (site specific). PC hearing only required with concurrent zoning action, not on annexation itself.

² A Final PD is eligible to apply for vested rights. No other application type is eligible to receive a vested right.

Sec. 11-4-3. Public notice requirements.

- (A) *Purpose.* The purpose of this Section is to provide procedures for public notice. Public notice serves to inform vicinity property owners, neighborhoods, homeowner's associations, and the community of pending development projects, and the date, time and place of public hearings regarding development projects. It is in the City's and applicant's interest to seek and encourage citizen input regarding development projects and to identify possible impacts and mitigation as deemed necessary. Consistent application of public notice requirements fosters trust and reliability in the review process. This Section establishes uniform standards for public notice requirements.
- (B) All notices shall specify the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration.
- (C) The requirements of this Section apply only to public hearings required by this title as shown on the Review Procedures Chart, Section 11-4-2, Table 4.1. Where that chart indicates that a public meeting (in contrast to a public hearing) is required, this Section does not apply, and notice of such meeting is subject only to the requirements of the Colorado Open Meetings law, C.R.S. § 24-6-401, et seq. The requirements for public hearing notices are shown below on Table 4.2.
- (D) Notice of the public hearing shall be given as follows:
- (1) *Posted notice.* The applicant shall be advised of the date set for the public hearing. The City shall be responsible to post a sign upon the property affected, easily legible from an abutting street which briefly describes the requested action and time and location of the public hearing. Such sign shall be posted at least ~~15~~ 14 days before the public hearing and shall be reasonably maintained until final action is taken by the Planning Commission or City Council.
 - (2) *Published notice.* At least ~~fifteen~~ (1514) days prior to any public hearing which requires published notice, the City shall cause a notice to be provided to the newspaper for publication according to the newspaper's announced schedule. Failure of the newspaper to publish according to its announced schedule shall not be a failure of notice. ~~published in a legal newspaper which~~ The notice shall describes the action or actions requested and the property affected. The property shall be described by street address, or relationship to a street with an address or other known landmarks and not by a legal description.
 - (3) *Mailed notice.* At least ~~fifteen~~ (1514) days prior to any public hearing which requires notification by mail, the City shall cause to be sent, by first class US mail, a notice to the owners of any property located within 300 feet of the property affected, to include property across the street. The notice shall be directed to the affected property owners as their names and mailing addresses appear in the official records of the County Assessor as of the date the records were reviewed. If required by the City Manager, a written notice shall also be mailed to relevant neighborhood or homeowner's associations.
 - ~~(3)(4)~~ In the event the application is for an affordable housing project as defined at Section 11-15-10 and is for one of the approvals listed at Section 11-4-2(K), the required notice

periods may be administratively reduced or adjusted so as to permit a final decision to be provided in the 90-day period described in that section.

- (E) *Neighborhood Meetings.* An additional method of notice is to provide neighborhood meetings to discuss proposed development projects. Prior to submittal of a proposed development application, an applicant should make a reasonable effort to consult informally with property owners of record adjoining or within 300 feet of the proposed development. The purpose of a neighborhood meeting is to allow neighborhood residents to communicate directly with the applicant regarding any issues, concerns or comments that they might have regarding the proposed development project. The applicant should provide a place, date and a time of the neighborhood meeting. No fee shall be required for such review or discussions of any plans or data concerning the proposed development application. The City shall not be bound by virtue of any discussions during the neighborhood meeting.
- (F) *E-Mail Notification.* An optional method of public notice is to provide e-mail notifications. E-mail notifications shall not be required but may be used only to facilitate quick and direct communication to affected property owners, neighborhoods and homeowners' associations. E-mailed notice may be used at the discretion of the City Manager if deemed appropriate but shall not take the place of any required notifications.
- (G) *Combining Notifications.* Whenever hearings before both the Planning Commission and the City Council are required for the same matter, the public notice required for each may be combined into one notice for purposes of publication, posting and mailing. Mailing, posting and/or publication, as required, must be done at least ~~fifteen~~(145) days prior to the date on which the earlier of the two hearings is to be held.
- (H) *Calculating Days.* When calculating the time period for mailing, posting, or publishing a public notice, the day of publication or mailing shall be counted in the total number of days required for the notification period, but the day of the hearing shall not be counted toward the total number of days required.
- (I) *Public Notice Requirements Chart.* Table 4.2 identifies when public notice is required, either by publishing, posting, or mailing.

Table 4.2
Public Notice Requirements

Approval Requested	Notice Required		
	Publish	Post	Mail
Annexation and Associated Zoning	X	X	X
Conditional Use	X	X	X
Site Development Plan – Large Retail	X	X	X
Mobile Manufactured Home Park Permit	X	X	X
Travel Home Park Permit	X	X	X
Tiny Home Community Permit	X	X	X
Rezoning *	X	X	X
Variance/ Appeal	X	X	X
Appeal	X	X	X
PD Sketch Plan	X	X	X
Preliminary PD	X	X	X
PD Amendment Major	X	X	X
Subdivision Sketch Plan	X	X	X
Subdivision Preliminary Plat	X	X	X
Vested Rights	X		
Key			
PD Planned Development			

Note: The applicant is responsible for any required notice to mineral estate owners under CRS 24-65.5-101, et seq.

* For legislative rezoning, Sec. 11-7-12 (C) of this Title controls.

Sec. 11-4-4. Preapplication conference.

For each land development approval requested, when required by Section 11-4-2, Table 4.1, the applicant shall attend a pre-application conference with City staff. The required preapplication conference may be waived at the City Manager's discretion. The preapplication conference is intended to allow the mutual exchange of information and development concepts. Topics of discussion may include but not be limited to:

- (1) Characteristics of the site and surrounding area, including its location; significant natural and artificial features with particular attention to natural hazard, resource or other special areas; the size and accessibility of the site surrounding development and land use and existing zoning.
- (2) The nature of the development proposed, including land uses and their densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of common open space or treatment of public use areas and internal circulation system, including trails and bicycle paths; the total ground coverage of paved areas and structures; and infrastructure considerations such as traffic, access, fire protection, floodplain, and water, sewer, drainage, power, natural gas, and communication utilities.

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- (3) Community policy considerations, including degree of conformity of the proposed development with the Comprehensive Plan and the nature of the information, technical analysis, reports and certifications which are likely to be required of the applicant.
 - (4) Any of the required submission requirements contained herein that may be considered inappropriate or not applicable to the proposal in question.
 - (5) The stages of review and submittal requirements for the proposal.
 - (6) The desirability of a neighborhood meeting.

Sec. 11-4-5. Determination of completeness; withdrawal of application.

- (A) The City Manager will review the application for completeness. Complete applications must be submitted at the point of initiation of the land development review process. A separate application is required for each phase of a subdivision or planned development. The application shall include all of the items identified in the relevant application form for the type of approval sought. Incomplete applications will not be scheduled for review until a determination of completeness is issued.
- (B) An application will be deemed withdrawn if the applicant fails to respond to final [City](#) staff comments within ~~ninety~~ (90) days (or any extension thereto granted by [City](#) staff). Upon resubmission by the applicant, such application shall be a new application for all intents and purposes and shall be subject to the same review process [and fee](#) as any other new application.

Sec. 11-4-6. Fees.

The Mayor and City Council shall set all application fees related to land development approvals under this Chapter per resolution. All fees shall be paid as set forth in Chapter 3-1 of the City of Montrose Regulations Manual.

Sec. 11-4-7. Application referral.

For each land development approval requested, when required by Section 11-4-2, Table 4.1, City staff shall transmit copies of the application, plans, and appropriate supporting documents to appropriate City departments and outside utilities, service providers and agencies for review and recommendations as determined necessary by the City Manager. A list of all appropriate referral agencies shall be maintained by the City.

Sec. 11-4-8. Duration of approval.

- (A) Land development approvals shall be valid for the following periods from the date of final approval unless otherwise stated in the record of decision (whether found in a resolution, ordinance, [-permit](#) or approved motion as reflected in the relevant meeting minutes):
 - (1) Sketch plan subdivision: 18 months
 - (2) Sketch Planned Development plan: 18 months
 - (3) Preliminary plat subdivision: 5 years to record final for all phases
 - (4) Preliminary Planned Development plan: 5 years

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- (5) Final plat subdivision: no expiration provided plat is recorded within 6 months of approval, or 12 months if a timely request for extension is made within 3 months
 - (6) Final Planned Development plan: no expiration provided the final PD is recorded within 6 months of approval, or 12 months if a timely request for extension is made within 3 months
 - (7) Conditional use: no expiration
 - (8) Rezoning: no expiration
 - (9) Site development plan: 3 years [to obtain building or construction permit](#)
 - (10) Variance: 1 year [to obtain building or construction permit](#)
 - [\(11\) Vested right: 3 years, unless enlarged by final approval per Section 11-4-9.](#)
 - [\(12\) Manufactured Home Park Permit: 3 years](#)
 - [\(13\) Tiny Home Community Permit: 3 years](#)
 - [\(14\) Travel Home Park Permit: 3 years](#)

- (B) *Recording.* Any final plat, PD or agreement shall satisfy and properly reflect any conditions of approval, and be recorded with the County Clerk and Recorder, if applicable, within ~~six (6)~~ months of the date of approval. The applicant may make a request to the City staff for an extension of time prior to the expiration of the ~~six (6)~~ month recordation period. No extension shall exceed ~~six (6)~~ months.

Sec. 11-4-9. Vested property rights.

- (A) Article 68 of Title 24, C.R.S. (the “Vested Property Rights Statute”) authorizes the creation and protection of vested property rights in certain "site-specific development plans" as the same are designated by the local government.
- (B) A final PD plan may be treated as a site-specific development plan within the meaning of Section 24-68-102 (4), C.R.S. if and only if the following procedures are met:
 - (1) A landowner seeking to have the PD plan vested shall submit a written application to the City requesting that the final PD plan be vested in terms of the rights relative to the type and intensity of usage thereof. The application for review and approval of the PD plan for the purpose of vesting the property may only be submitted and received by the City subsequent to the City approval of the preliminary plat concerning that same subdivision.
 - (2) If the requirements for the PD plan are otherwise met in accordance with all applicable City regulations and specifications, approval of the PD plan shall be deemed to create a vested property right in said plan which shall be subject to the provisions and limitations of C.R.S. §§ 24-68-103, 104 and 105, as may be amended from time to time.
 - (3) Vested property rights shall include only the final PD plan as approved, and shall not include the sketch plan or preliminary plat thereof, architectural plans, construction plans, variances, conditional uses, public utility filings and other related documents.

Sec. 11-4-10. Annexation.

- (A) Annexation of land into the City is governed by the procedures in Colorado Constitution Article II, Section 30 and CRS 31-12-101, et seq. Refer to Chapter 4-1 of the City of Montrose Regulations Manual for the City's Annexation Policy.
- (B) Property may be disconnected from the City only and exclusively pursuant to the procedures and within the limitations and conditions set forth in this Section and in CRS 31-12-501 through 31-12-503, inclusive, as amended, which are incorporated herein by this reference pursuant to CRS 31-16-202. The City Council may approve, deny, or impose conditions upon any disconnection.

CHAPTER 11-5. SUBDIVISION REGULATIONS

Sec. 11-5-1. General provisions.

- (A) This Chapter, as amended from time to time may be cited and referred to as the City's subdivision regulations.
- (B) The purposes of these subdivision regulations are to:
 - (1) Promote and protect public health, safety and welfare;
 - (2) ~~To encourage~~ Encourage the harmonious, orderly and progressive development of land;
 - (3) ~~To ensure~~ Ensure the development of economically sound and compatible neighborhoods;
 - (4) ~~To require~~ Require the construction of necessary improvements and utilities;
 - (5) ~~To ensure~~ Ensure safe and convenient circulation of vehicular and pedestrian traffic;
 - (6) ~~To ensure~~ Ensure that parks, open spaces, school sites and land needed for other public purposes are either reserved or dedicated;
 - (7) ~~To ensure~~ Ensure development is in accordance with the requirements of the City's Comprehensive Plan as such may be amended from time to time; and
 - (8) ~~to ensure~~ Ensure that new development bears its fair share of the costs of providing improvements and services necessitated by, or resulting from, the development of subdivisions.
- (C) References in this Chapter to the term “lot” include, as the context requires, “tracts” or “parcels” of -real property, to the extent the same are or can be legally described and capable of individual transfer.

Sec. 11-5-2. Major subdivisions.

- (A) *New Subdivisions.* A subdivision shall be classified as a major subdivision and governed by this Section when an applicant proposes to create four or more new ~~tracts, lots, or interests~~; or less than four new ~~tracts, lots or interests~~ if not eligible as a minor subdivision in accordance with Section 11-5-3.
- (B) *Resubdivisions or Major Plat Amendments.* Resubdivisions and major plat amendments are reviewed in the same manner as a major subdivision with the same purposes. A major plat amendment is any plat amendment that does not qualify as a minor plat amendment under Section 11-5-3 (C). To the extent ~~that~~ submittal information was submitted as part of the original subdivision proposal and is adequate by current standards, the applicant for approval of a resubdivision or major plat amendment does not need to submit the information again and may reference such submittal information in the new application. The City Manager will determine the technical adequacy of previously submitted information.

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- (C) *Procedure.* The major subdivision procedure shall consist of three separate phases, sketch plan, preliminary plat and final plat, in accordance with Sections 11-5-4, 11-5-5, and 11-5-6, respectively.

Sec. 11-5-3. Minor subdivisions.

- (A) *New Subdivisions.* A parcel of land is eligible for subdivision through the minor subdivision process if it meets ~~all of~~ the following criteria:
- (1) The subdivision results in no more than three ~~tracts, lots or interests~~ except as permitted within a . See Subsection (B)(3) below for common interest community subdivisions. See Subsection (B) below.
 - (2) All lots ~~or tracts~~ are adjacent to a dedicated and accepted public street.
 - (3) The public improvements required by these regulations are:
 - (a) Already in existence and available to serve each lot, or
 - ~~(b) , or if not yet constructed, are secured as a part of the original subdivision approval~~ Individual lot service line stub improvements are completed and services are available at each lot, or
 - ~~(c) In commercial zoning districts only, the improvements required by these regulations shall be required only~~ Only for lots in commercial zoning districts with no existing building on the lot, and such improvements may be deferred until construction of a building on said lot. A Certificate of Occupancy shall not be issued until the improvements required by these regulations for said lot are installed, inspected, and approved by the City. The plans for such improvements shall be reviewed and approved by the City prior to commencement of construction. The plat shall specify what improvements are so required, and may include additional easements, plat notes or restrictions as appropriate to implement these provisions, or
 - (d) For minor subdivisions creating only two lots in which one lot is already devoted to use as a single household dwelling and to which services for that lot are already in place. The remaining lot may not be issued any building or construction permits until the public improvements necessary to serve the same have been installed, inspected and approved by the City, or the lot is approved for further subdivision.
 - (4) Each proposed lot, ~~or tract,~~ will meet requirements of Chapter 7, Zoning, without the necessity for any variance ~~and no variance from the minimum lot width, depth, or size required by provisions of Chapter 7, Zoning, has been granted within the three previous years.~~
 - (5) No part of the subdivision has been approved as part of a minor subdivision within three years prior to the date of submission of the minor subdivision plat.
 - (6) No material changes to prior plat notes, restrictions or easements are proposed.

(B) *Common Interest Community Subdivisions.* A common interest community subdivision may be processed as a minor subdivision if all of the following criteria are met:

- (1) Is proposed for development of properties contained within a previously approved and recorded subdivision plat.
- (2) Meets all applicable conditions of ~~any recorded the~~ plat governing the original ~~land~~ subdivision.
- (3) Complies with the required City platting conditions in Subsection (A) above.
- (4) Complies with the requirements of C.R.S. § 38-33.3-101 et. seq. (sublots and common interest community units are not lots for purposes of compliance with this Section).
- (5) Is consistent with the representations made by the property owner and/or applicant for subdivision approval which created the lot ~~or tract~~ proposed to be further subdivided as a common interest community subdivision.
- (6) Results in a change of ownership or marketing regime consistent with the basis upon which creation of the lot, ~~tract or parcel~~ being proposed for common interest community subdivision was based.
- ~~(6) Is consistent with the City's Comprehensive Plan.~~
- ~~(7) Advances the public health, safety and welfare of the residents of the City.~~

(C) *Minor Plat Amendments.* Previously ~~approved~~ subdivision plats may be amended through the minor subdivision process if they meet the following criteria:

- (1) The plat, as amended, reduces the number of lots within the subdivision, i.e., a lot consolidation; or the nature of the amendment is de minimis, e.g., a boundary line adjustment, lot line correction, duplex conversion, easement adjustment, or similar minor plat modification.
- (2) All lots ~~or tracts~~ are adjacent to a dedicated public street.
- (3) The lots are part of a subdivision plat which has been approved and/or accepted by the City and recorded in the Montrose County Records.
- (4) The improvements required by these regulations are already in existence and available to serve each lot, or if not yet constructed, are secured as a part of the original subdivision approval.
- (5) Each lot will meet requirements of the applicable City zoning regulations without the necessity for any variance ~~and no variance has been granted within the three previous years.~~ No material changes to prior plat notes, restrictions or easements are proposed.

(D) *Procedure.* Submittals of sketch plans and preliminary plats are not required for minor subdivisions. The minor subdivision application shall conform to all applicable final plat requirements. All fees related to this Section shall be as set forth in Chapter 3-1 of the City of Montrose Regulations Manual. The final plat for a minor subdivision shall contain certification on forms approved by the City to document approval of the plat.

- (1) The City Manager may either approve, disapprove or conditionally approve the final plat subject to compliance with any minimum design standards; ~~to~~ dedication of additional right-of-way, easements, open space or park land; or ~~to~~ installation of

additional improvements. Final plats shall not be recorded until required public and private improvements are installed and approved by the City.

- (2) Upon approval by the City land use staff, the plat of the minor subdivision shall be submitted in final form on one reproducible ~~Mylar~~mylar, with all requisite signatures, and also in a digital format acceptable to the City, and compatible with City computer systems.
- (E) *Limitation of Eligibility.* Any subdivision not qualifying as a minor subdivision is a major subdivision. For the purpose of interpreting the requirements of this Section, any proposed minor subdivision which is clearly intended to evade the major subdivision regulations or would result in a de facto major subdivision through the combination of previous contiguous and/or consecutive minor subdivisions is not eligible for minor subdivision. A minor subdivision shall only be used one time on a previously unsubdivided parcel of land.

Sec. 11-5-4. Sketch plan.

- (A) *Purpose.* Sketch plan review provides an opportunity to determine whether an application will comply with the City's subdivision review and approval criteria, and to address any issues of concern early in the review process. The sketch plan is a conceptual version of the preliminary plat showing the general subdivision layout, access, street and lot pattern, location of parks, open space tracts, trail corridors, and other tracts for utilities or services.
- (B) *Review Procedure.* The sketch plan application shall be reviewed by the City in accordance with Section 11-4-2 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process.
- (C) *Review Criteria.* A sketch plan shall comply with the following review criteria:
 - (1) The proposal shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations and will be reviewed, considering the following at a minimum:-
 - (a) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;
 - (b) Availability of water, means of sewage collection and treatment, stormwater drainage, access and other utilities and services;
 - (c) Compatibility with the natural environment, wildlife, vegetation and unique natural features;
 - (d) Adjacent streets and traffic flow, including pedestrian access; and
 - (e) Availability of fire, police and other emergency services protection.
 - (2) An applicant ~~intending who intends~~ to immediately develop only a portion of a full tract shall nevertheless submit an informal sketch plan for the entire tract showing their present plans for its eventual development.

Sec. 11-5-5. Preliminary plat.

- (A) *Purpose.* The purpose of the preliminary plat is to provide the City with an overall master plan for the proposed subdivision. The preliminary plat is more detailed than the sketch plan and should incorporate the comments and guidance provided during the sketch plan process. It includes the layout of the subdivision, engineering design studies, and final engineering design, with all bearings, distances and survey monumentation.
- (B) *Review Procedure.* The preliminary plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A preliminary plat shall comply with the following review and approval criteria:
- (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;
 - (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access and efficient emergency response to all lots ~~and tracts~~ proposed in the subdivision;
 - (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
 - (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for compatibility with unique or distinctive natural areas, scenic areas and views, natural landmarks, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The preliminary plat and proposed improvements shall comply with all requirements of this Chapter, other applicable City design and construction specifications and standards and all applicable County, State, and Federal Regulations.
- (D) *Notice to Proceed.* No construction of the required subdivision improvements shall commence until approval of the preliminary plat by the City Council and submittal of both a reproducible Mylar-mylar of the preliminary plat, as finally approved with signed certificates as required by the City, and a copy of the preliminary plat in a digital format acceptable to the City and compatible with City computer systems. Upon approval and submittal of the reproducible Mylar-mylar of the preliminary plat, and supporting documentation as required, the City shall then issue a written notice to proceed provide

signed copies of the preliminary plat which shall serve as notice to proceed with construction of the required subdivision improvements, both public and private.

Sec. 11-5-6. Final plat.

- (A) *Purpose.* The purpose of the final plat is to complete the subdivision of land in conformance with all the applicable requirements and standards of the City. The final plat shall correspond in every significant respect with the preliminary plat as previously approved. A complete review is conducted of the final subdivision design, with all bearings and distances, survey monumentation, and certificates of approval included on a document suitable for recordation.
- (B) *Review Procedure.* The final plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A final plat shall comply with the following review and approval criteria:
- (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;
 - (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access and efficient emergency response to all lots ~~and tracts~~ proposed in the subdivision;
 - (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
 - (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The final plat is generally consistent with the preliminary plat, as applicable and proposed improvements comply with all requirements of this Chapter, other applicable City design and construction specifications and standards and all applicable County, State, and Federal Regulations.
- (D) *Additional Provisions.*

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- (1) No land shall be subdivided, or any parcel thereof sold or conveyed, until a final plat has been approved and either a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion has been issued in accordance with this Section.
 - (2) Any conditions or improvements imposed on the applicant by the City Council under the preliminary plat approval must be shown on the final plat and either completed, or accompanied by the appropriate security under Section 11-5-12, prior to approval by the City Council.
 - (3) The final plat may be submitted for a portion of the preliminary plat, or phased, subject to the following conditions:
 - (a) The applicant has submitted a phasing plan that has been approved as a part of the preliminary plat, or if subsequent to that time, as an amendment of the approved preliminary plat by the City.
 - (b) All required improvements, utilities and road infrastructure must be accessible to the remaining aggregate of unsubdivided land, or outlot.
 - (c) In instances where completion of required improvements, utilities or road infrastructure within the outlot is determined by the City to be necessary as a condition of approval of that final plat, the developer shall be required to complete said improvements, utilities or road infrastructure upon approval of that final plat. This may include, but not be limited to, completion of necessary road infrastructure, stormwater drainage system, trails and park development.
 - ~~(d) In instances where the dedication of land for public purposes within the outlot is determined by the City to be necessary as a condition of approval of that final plat, the developer shall be required to dedicate said lands upon approval of that final plat. This may include, but not be limited to, the dedication and development of land for parks, trails, open space, rights-of-way and easements.~~
 - (4) No final plat shall be approved by the City Council until:
 - (a) All of the public improvements required by these subdivision regulations have been installed, inspected and approved by the City Engineer, or properly secured in accordance with the provisions of Section 11-5-12 on forms approved by the City.
 - (b) As-built plans, supporting documentation, certificates and data for completed utility improvements have been provided, reviewed and accepted by the City Engineer, and also provided in a digital format acceptable to the City and compatible with City computer systems. All as-built plans, supporting documentation, certificates and data for completed utility and infrastructure improvements shall be signed and stamped by a ~~licensed~~ registered Colorado professional engineer.
 - (c) The final plat has been submitted in final form on reproducible ~~Mylars~~ mylars, with all requisite signatures, and also in a digital format acceptable to the City, and compatible with City computer systems.
 - (d) Payment to the City of any atypical costs incurred by the City within the subdivision review process, which costs are specifically subject to reimbursement.

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- (e) The security for the two-calendar year construction warranty has been provided by the subdivider in a form acceptable to the City.
 - (5) Following City Council approval of the final plat and verification that the documentation has met all applicable codes and regulations, the final plat shall be executed by the appropriate City staff and recorded with due diligence.

Sec. 11-5-7. ~~Administrative review hearing~~Reserved.

- ~~(A) Upon City Council final action concerning either preliminary plat or final plat, the subdivider may request, in writing and submitted to the City within 30 days of said final action, with appropriate fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual, an administrative review hearing before the City Council.~~
- ~~(B) The administrative review hearing shall be limited to review of:~~
 - ~~(1) Denial of the plat;~~
 - ~~(2) Minimum standards and/or conditions imposed as a requirement of approval of the plat.~~
- ~~(C) The hearing shall be conducted on record, and the Council shall prepare and submit to the subdivider a written summary of its findings and decision in the matter.~~

Sec. 11-5-8. Issuance of building permits.

- (A) Until any required public improvements are accepted by the City, the City shall not be obliged to issue any building permits within a subdivision, except as provided herein. Provided that all other applicable City codes and regulations have been satisfied, building permits may be issued only to the subdivider for any property with an approved Preliminary Plat. The subdivision must have sufficient access and water to allow for adequate fire protection as determined by the fire protection district. No certificates of occupancy, temporary or otherwise, shall be issued unless and until:
 - (1) All required public ~~and necessary~~ and private on- and off-site improvements have been completed;
 - (2) A Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion has been issued by the City; and
 - (3) A final plat has been approved and recorded.
- (B) A Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion shall evidence City inspection and approval.
- ~~(C) The two-calendar year Construction Warranty shall begin to run from the date of said Preliminary Letter of Infrastructure Completion.~~

Sec. 11-5-9. Land dedication and Fees in Lieu.

(A) Purpose & Intent.

- (1) The purpose of the land dedication requirement is to provide public park, open space, trail, and school facilities and/or services made necessary as a consequence of a subdivision, in an amount roughly proportional to the impact of the subdivision upon

such facilities and/or services or the increased need for them brought about by a subdivision. New residential subdivisions require these services provided through municipal facilities which are constructed, in part, through dedication of land necessary to construct the facilities. Absent land dedication by new subdivisions, sufficient land may not be made available at the time of subdivision to provide necessary services to new residents. In order to provide public services, the City requires certain dedications of land or in the appropriate circumstances, payment of fees-in-lieu of such dedication.

- (2) It is the intent of this Section to preserve natural and scenic areas and provide for the public health, recreational, and educational needs by ensuring that school, recreational, and open space land and trails are available to the residents and/or employees of developments in conformance with the City's Comprehensive Plan as updated from time to time.

(B) Dedication procedure.

- (1) The amount, location, and nature of land interests to be dedicated shall be established prior to final subdivision plat approval. Land dedications and/or conveyances shall be made as a condition of final plat approval and shall be implemented in one or more of the following ways, as appropriate and as provided in the final plat approval:
- (a) A fee simple dedication to the City granted via plat note on the final plat;
 - (b) A fee simple conveyance to the City granted via general warranty deed;
 - (c) A fee simple dedication to the school district of a school site via plat note on the final plat;
 - (d) A fee simple conveyance to the school district via general warranty deed; and/or
 - (e) Payment of fees-in-lieu of land dedications where permitted and approved by the City.
- (2) Whenever a subdivision application involves land that is to be dedicated and/or conveyed to the City, the applicant shall submit, with the final plat application, a title insurance commitment indicating the land is owned by the applicant free and clear from all liens, encumbrances and restrictions.
- (a) Title insurance shall be provided by the applicant in an amount equal to the approximate value of the property to be dedicated and/or conveyed, as approved by the City.
 - (b) The executed deed, if applicable, and the payment of the premium for the title insurance policy shall be delivered to the City prior to the recording of the final plat.
- ~~(1) All property and easements dedicated to the City on any plat shall become property of the City upon recording execution of the plat, free and clear of all mortgages, liens and encumbrances.~~
- ~~(2) Prior to the recordation of the final plat, the subdivider shall provide written evidence to the City Attorney that the title to lands underlying the improvements is free and clear from all liens and encumbrances, except those items or encumbrances that may be approved in writing by the City Attorney.~~

(C) Land dedication standards(B) — Parks, Open Space and Trails.

- (1) — For all new residential developments requiring subdivision, the owner shall pay money in lieu of park land dedication as determined by the City to be necessary or required, to defray the cost of and provide parks and open space as calculated below. General Requirements. Every approved subdivision shall convey land for the purpose of providing parks, open space, trails, school sites, and other public uses. The standards herein are minimum standards and the City may require dedications and improvements greater than the minimum to adequately meet the needs created by the development.
- (a) The City Council shall determine the suitability of the land and improvements proposed for dedication in consideration of the intended purpose of the dedication.
- (b) The City may consider recommendations from other agencies which would be directly involved in the development and service of those areas.
- (c) Parks, open space, and trails shall be dedicated to the City in conformance with the requirements herein and the adopted standards of the City Comprehensive Plan as may be updated from time to time.
- (d) Parks, open space and trails shall be situated within floodplains instead of developed lots when reasonable to do so.
- (2) Improvement Required. Any land to be dedicated to the City shall be improved by the developer per the timetable specified at time of final plat subdivision approval for use as park, open space, and/or trails.

(A)(D) Park Land Standards. Dedication of land for park purposes shall be based upon the following standards. In the event the subdivider disagrees with the calculation provided by the City, the subdivider may request continuation of final plat review and fund an independent study under Section ———11-5-9 (I):

- (1) Subdividers shall dedicate to the City developed park land based upon a formula of seven acres of developed and usable park land per density of 1,000 residents, calculated at build-out of the proposed subdivision. For the purpose of this calculation, it shall be assumed that each residential unit shall house an average of two and one-half residents.
- (2) Those developments that dedicate adequate quantities and qualities of park land acceptable to the City, in the City's sole discretion, shall not be required to pay the money in lieu of park land dedication. Only park land dedicated to the City of Montrose, and approved by the City, in the City's sole discretion, that meets the City's parks, trails, and open space plan, or the City's Comprehensive Plan, the minimum design standards as set forth herein, and that is improved to meet the City's park standards and specifications, shall qualify to relieve the subdivider of payment of money in lieu of park land dedication.
- ~~(a) Private open space or recreation areas shall not be a substitute for the dedication of park land, or money in lieu of park land dedication.~~
- ~~(b) All non-public common areas, parks and open spaces shall be held in private ownership and maintained in perpetuity, with appropriate platted restrictions on use and covenants for ownership and maintenance in accordance with the provisions of Section 11-5-11 (B).~~

~~All non-public common areas shall be located, constructed and installed in compliance with plans as reviewed and approved.~~

~~(2)(3)~~ For the purposes of these provisions, developed/Developed park land proposed for dedication or conveyance to the City shall require prior submittal and approval of a park plan by the City, which plan shall address the City's park standards and specifications.

~~(3)(4)~~ When authorized by the City, the required dedication of developed park land may be partially or wholly substituted by alternative dedication and/or preservation of open space areas such as riparian habitat, wetlands habitat, wildlife habitat and view corridors as approved by the City.

~~(4)(5)~~ Parks that are sized, developed, and located to meet the needs of the City and constructed in accordance with City standards and specifications may be dedicated to the City, and if so dedicated, shall be available for use by the public.

~~(B)(E)~~ Trail -and Sidewalk Standards.

(1) Trails shall be dedicated as needed to serve the recreational and transportation needs of the subdivision in conformance with the Comprehensive Plan, and shall provide links to schools, the local and regional trail system, parks and open space areas, commercial and employment areas, public transit, community facilities such as libraries, and other destinations. Trails should be provided adjacent to or within natural and scenic areas and open space areas, when possible, in a manner that provides a recreational corridor without degrading the natural or scenic resource.

(2) Sidewalks and recreation trails shall be integrated with existing and planned sidewalks and recreation trails in accordance with the City's Comprehensive Plan. The owner of each project shall dedicate the appropriate easements and/or rights-of-way consistent with said plans.

~~(+)(3)~~ All sidewalk and recreational trails shall be available for use by the public.

(F) Open Space and Watercourse Standards.

(1) If required by the City, open space shall be dedicated as necessary to preserve significant natural areas such as buttes, bluffs, and other geologic formations, water bodies/resources, wildlife habitat areas, fragile ecosystems (wetlands) riparian areas, floodplains, native trees and shrubs and/or other significant native vegetation. Open space shall also be dedicated as necessary to preserve lands which preserve significant views, provide transitions between different densities and uses (buffers) and otherwise serve to give shape and form to the proposed development and surrounding community.

(2) Public access is not required for open space dedications.

(3) Natural watercourses may be developed and preserved consistent with City floodplain management regulations, Storm Drainage Requirements and Federal Clean Water Act Section 404 Permit requirements, to minimize safety, environmental, and other hazards, and shall be integrated with the City's Comprehensive Plan for such watercourses whenever feasible. ~~Parks, open space and trails shall be situated within floodplains instead of developed lots when reasonable to do so.~~

~~(G)~~ (G) Fees in Lieu of Dedication.

- (1) In the event the dedication of required park land is not deemed suitable or not in the public interest within the development, the City ~~Council~~Manager is hereby authorized to ~~shall~~ require the applicant, in-lieu thereof, to pay the City a fee-in-lieu-of land based on the amount of required land dedication as calculated in Section 11-5-9(D) above, and pro-rated using the average value of land in the City plus the cost per acre of constructing the improvements for that type of facility. Such fee may be updated from time to time to reflect current market land values and costs of the improvements and shall be adopted by Resolution and included in the City's fee schedule.
- (2) Alternatively, and if approved by the City ~~Council~~Manager, the ~~subdivider~~ may develop or contribute to the improvement of an off-site facility if said facility conforms to the adopted standards in the Comprehensive Plan. Nothing contained herein shall be construed to prevent the City ~~Council~~Manager from requiring that part of the park land dedication requirement be made in the form of dedicated land, and that part of such requirement be made in the form of cash in-lieu of the remaining requirements for such land.
- ~~(1)(3)~~ (3) When in-lieu payments are permitted, the following standards apply:
 - (a) Lot or Unit x 0.0175 (acres park land per lot or unit) x \$90,000.00 (value per developed park land acre, based upon \$25,000.00 per acre undeveloped land value plus \$65,000.00 park land development cost) = \$1,575.00 per lot or unit.
 - (b) Monies collected in lieu of park land dedication shall be collected at time of issuance of building permit, and placed into a City park development fund to be earmarked for future acquisition or development of parks, opens space, or trails. No security as set forth in Section 11-5-12 shall be required.
- (4) Monies paid in lieu of park land dedication pursuant to this Section are to enable the City to provide parks in the proper locations, and of the proper sizes to serve the citizens of the City.

(H) Relationship to useable open space.

- (1) Useable ~~Private~~open space ~~or recreation areas~~, as defined in Section 11-15-2 of this Title, shall not be a substitute for the dedication of park land, or money in lieu of park land dedication.
- (2) All non-public common areas, parks and open spaces shall be held in private ownership and maintained in perpetuity, with appropriate platted restrictions on use and covenants for ownership and maintenance in accordance with the provisions of Section 11-5-11 (B).
- ~~(1)(3)~~ (3) For useable open space within Planned Developments, see Sec. 11-7-8(B) ((2)).

(I) Site specific dedication study.

- (1) In the event that the applicant disagrees with the City's determination concerning dedication of land and/or payment in lieu of dedication, the applicant may request a

continuation of any subdivision processing and review by the City, in order for the applicant to prepare a private study evaluating the demand for public facilities made necessary or generated by the proposed development. Upon receipt by the City of the applicant-funded study, the subdivision review process shall recommence.

- (2) Such study shall be undertaken at the applicant's cost by a licensed professional engineer or other professional approved in advance by the City.
- (3) To the greatest extent possible, the study shall include an evaluation of the City's present supply or capacity and present demand for all public facilities and/or services required by the proposed development.
- (4) The study shall identify and quantify the additional demand placed upon such public facilities and/or services by the proposed development.
- (5) The study shall identify the necessary public land and improvements required to be dedicated or constructed by the applicant in order to serve the demand generated by the proposed development.
- (6) Such study shall be considered by the City in determining the required dedication of land.

- ~~(a) Consistent with the City's Comprehensive Plan, subdividers Subdividers shall dedicate to the City developed park land based upon a formula of seven acres of developed and usable park land per density of 1,000 residents, calculated at build-out of the proposed subdivision. For the purpose of this calculation, it shall be assumed that each residential unit shall house an average of two and one-half residents.~~
- ~~(b) Sidewalks and recreation trails shall be integrated with existing and planned sidewalks and recreation trails in accordance with the City's parks, trails and open space plan or Comprehensive Plan. The owner of each project shall dedicate the appropriate easements and/or rights-of-way consistent with said plans.~~
- ~~(c) All sidewalk and recreation trails shall be available for use by the public and shall be dedicated to the City.~~
- ~~(d) Natural watercourses may be developed and preserved consistent with City floodplain management regulations, Storm Drainage Requirements and Federal Clean Water Act Section 404 Permit requirements, to minimize safety, environmental, and other hazards, and shall be integrated with the City's Comprehensive Plan for such watercourses whenever feasible. Parks, open space and trails shall be situated within floodplains instead of developed lots when reasonable to do so.~~

(J) School land dedication requirements.

- (1) Based upon conversations with both the City staff and School District sStaff during the pre-application phase of any project at the time of filing a sketch plan or preliminary plat for approval, the applicant shall, as part of such filing, either:

(a) Designate the general area or areas the applicant proposes to set aside for school site(s) and shall indicate the number of acres proposed for such uses and the number of proposed dwelling units in the development; or

(b) Agree to make payment of cash-in-lieu of land in an amount as set forth in Section 3-1 of the City of Montrose Regulations Manual.

(a)(c) Request waiver of the requirement to provide for school land dedication or payment in lieu, per Section 11-5-9 (K) below.

(2) The preliminary plat and final plat of a proposed subdivision shall designate specific areas proposed for use as school sites, the number of acres so designated, and the proposed number of lots by dwelling unit type in the subdivision; or, the waiver of this requirement and agreement to provide cash in-lieu-of land; or a plat note indicating that no children will be generated by the development.

(3) School sites dedicated through this procedure shall conform to the school site size requirements and site criteria policy adopted by the School District and incorporated herein by this reference.

(4) Determination of School Land Dedication. If the City Council determines that the dedication of land for school purposes is appropriate, then the applicant shall convey the property and all improvements located thereon in the manner permitted by Section 11-5-9(B) to the School District at the time of recording of the final plat.

(5)

—Fees in-Lieu of Land or Guarantee of Future Land Dedication. When, after recommendation of the School District, dedication of all or portions of required school lands is not deemed feasible or in the public interest, in that event the City Council shall require the payment of fees in-lieu thereof.

~~(1) School Fee Fund. A fund established for use of providing for the acquisition of school lands by the City. Fees collected shall be deposited into the school fee fund. From time to time, the School District may request that revenue deposited in the school fee fund be transferred to the School District account for use in accordance with this Chapter. Transfer of any revenue with documentation, including building permits and school fees collected, shall occur not less than annually and shall include any interest earnings accrued. Funds shall be used as provided by school statute [C.R.S. 22-45-103(1)(c)].~~School Land Dedication.

~~(2) (1) The subdivider shall dedicate to the City land for development of school based upon the below formula of 17.83 acres of vacant land per density of 1,000 units or lots, calculated at build out of the proposed subdivision. This is based upon an average of 0.64 students per residential unit.~~

~~(3) (2) All of the dedicated land shall be of a singular parcel, shall meet the minimum size requirements for the intended use, and shall be suitable for construction of school facilities. The RE 1J School district shall review the subdivider's request to dedicate land or pay cash in lieu of land dedication, and shall provide its recommendation to the City land use staff accordingly.~~

Elementary school	15 acres
Middle school	30 acres
High school	55 acres

(4)-

(5) (3) ~~For those subdivisions where the dedication of school land is not practicable, such as subdivisions involving small land area, or where the area of the land is not suitable or sufficient for the purposed construction of school facilities, the City shall require a money in lieu of payment equal to the value of the property otherwise developed and dedicated in accordance with these provisions. The value of the property shall be based upon Montrose County Land Values, as adjusted from time to time, and calculated in Table 5.1 as follows:~~

(6) Table _____ 5.1
School Land Cash-In Lieu Calculation

School	Student/Lot	Acre/Student	Dollars/Acre	In-Lieu Fees
Elementary	.29	.033	\$25,000.00	\$243.00
Middle	.154	.067	\$25,000.00	\$258.00
High	.192	.037	\$25,000.00	\$178.00
TOTAL				\$679.00

(7)-

(8)(6) (4) ~~Monies collected in lieu of school land dedication shall be collected at time of issuance of building permit (or Certificate of Occupancy for those buildings commenced prior to final plat approval) and placed into a school land fund to be disbursed to the RE-11 school-School district-District on a quarterly basis. No security as set forth in Section 11-5-12 shall be required.~~

(9) ~~When possible, the requirement for money in lieu of dedication shall be noted as a plat note on the final plat of the subdivision, or within the recorded declaration of covenants for residential development not requiring subdivision, such as mobile home parks.~~

(10)(7) The following shall be exempted from school land dedication requirements or payment-in-lieu-of fees:

- (a) Skilled nursing facilities as defined in the Section 11-15-~~H-2~~ of this Title;
- (b) City-approved subdivisions that are subject to recorded covenants restricting the age of the residents of said dwelling units such that the dwelling may be classified as housing for older persons pursuant to the Federal Fair Housing Amendments Act of 1988.
- (c) ~~Residential zoning uses that do not accommodate permanent residential housing. Said developments shall be required to record a covenant running with the land, prohibiting permanent residential housing therein, in a form acceptable to the City, if a waiver of the fee in lieu of school land dedication is requested.~~

(K) Waiver of Requirements.

(1) The City Council may waive the required dedication of land or the payment in lieu of dedication of open space, parks, trails and/or school lands in the following cases:

-
- (a) When the project has already been fully developed and the subdivision of land is necessary to bring the land into conformance with the as-built or as-constructed development;
 - (b) When the development does not result in any increase in demand for parks, trails, or open space; or
 - (c) With respect to school land dedication, the School District approves a waiver request under Section 11-5-9 (J).

Sec. 11-5-10. Required Public Improvements.

(A) All subdivisions shall be provided, at the expense of the subdivider, and subject to applicable zoning criteria, with the following public improvements as required to serve the subdivision and to mitigate its impacts.

(1) Street improvements:

- (a) Paved streets;
- (b) Paved alleys, if required by the City;
- (c) Street signs;
- (d) Street lights; and
- (e) On- and off-site traffic mitigation improvements as identified in the subdivision's Traffic Impact Study as necessary to safely support the development, unless otherwise approved by the City.

(2) Curbs, gutters, sidewalks and accessibility ramps.

~~(3) Blocks and lots.~~

~~(4)~~ Parks, open space and recreation trails.

~~(5)~~ Public utilities:

- (a) A water system including fire hydrants and fire mains;
- (b) A sanitary sewer system;
- (c) A stormwater system; and
- (d) Other public utilities, including ~~if available,~~ gas, electricity, ~~telephone,~~ and CATV a minimum of three conduits for telecommunications.

~~(6)~~ ~~Piped drainage~~ Public ~~d~~ Drainage facilities and waterways.

~~(7)~~ Survey monuments.

~~(8) Berms, screening and buffers, if applicable.~~

~~(9)~~ As applicable, Off~~off~~-street parking, mailbox location areas and bus stops with accessibility ramps, if applicable.

(B) Other improvements required as a condition of approval and found to be roughly proportional to the impacts being mitigated. All public improvements shall be subject to applicable City minimum design standards, regulations and specifications.

(C) Public improvements shall be secured by warranty and security instruments as required by Section 11-5-12.

Sec. 11-5-11. Private improvements.

- (A) The subdivider may provide, ~~or may be required to provide as a condition of approval at his~~ their expense, certain private improvements, as specifically referenced below, to serve the subdivision and to mitigate its impacts, and in accordance with duly adopted City standards, if applicable, to include:
- (1) Recreational facilities, parks, open space and trails;
 - (2) ~~Piped drainage~~ Drainage facilities and waterways;
 - (3) Mail-box location areas;
 - (54) Berms, screening and buffers; and
 - (65) Other private improvements required as a condition of approval.
- (B) Such improvements shall be privately-owned and/or -maintained, and the plat shall contain appropriate restrictions and/or covenants, in form approved by the City Attorney, governing use, ownership and maintenance in perpetuity enforceable by the City, providing for recovery of the City's costs by liens or assessment against the property in the subdivision. Such improvements shall be completed or secured similar to public improvements prior to final plat approval.

Sec. 11-5-12. Security, warranty and acceptance of public improvements.

- (A) If the subdivider wishes to have the final plat approved prior to the installation, inspection and approval of all required ~~improvements~~, the subdivider must provide security incorporated into a subdivision improvement agreement to guarantee the completion of all public-required improvements within one year, and all landscaping improvements within two calendar years after approval of the final plat in accordance with this Section.
- (1) Said security shall be in the form of:
- (a) A subdivision ~~lien-improvements~~ agreement, in a form approved by the City Attorney, in placing an adequate lien upon the lots of the subdivision, with an escrow account with the City into which the subdivider shall pay, prior to the sale of any lot within the subdivision, an amount to be verified by the City Engineer equal to 150 percent of the pro rata cost to complete the ~~subdivision~~ improvements necessary to serve ~~that lots~~ said lots; or
 - (b) A cash escrow deposited with the City or a clear irrevocable letter of credit in an amount to be verified by the City Engineer equal to 150 percent of the pro rata cost to complete the ~~subdivision~~ improvements necessary to serve said lot ~~that lot~~.
- (2) Funds in any escrow account shall be returned to the subdivider upon the issuance of either a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion, depending on the circumstances.

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- (3) Security shall not be required for money in lieu of payments relative to park land and school land dedications provided in Section 11-5-9 (~~BD~~) and (~~EJ~~), as such money payments shall be collected upon issuance of building permits relative to subdivided lots or units.
- (4) Even though a final plat will have been recorded, when a subdivider chooses to secure ~~public-required and necessary on- and off-site~~ improvements with a subdivision improvement agreement, as a part of that agreement, the subdivider shall agree not to sell, transfer, offer for sale or otherwise convey any portion of the property, including lot, unit or outlot, prior to the issuance of a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion, depending on the circumstances. A sale or other transfer of the entire subdivision is permitted~~will be possible~~ once the purchaser has provided the necessary security.
- (B) The subdivider shall complete all ~~public-required~~necessary on- and off-site improvements within one year, and all landscaping improvements within two calendar years of the approval of the ~~-~~final plat by the City Council. In the event that all necessary on- and off-site improvements are not completed, inspected and approved within two calendar years of the date of the approval of the final plat by the City Council, no further building permits, occupancy permits, water taps or sewer taps shall be allowed by the City in such subdivision until such improvements are completed. It shall then be unlawful to sell any further lots in the subdivision until all necessary on- and off-site improvements are completed.
- (C) The City Council may authorize extensions of time to complete all improvements beyond the one and two-year limitations as set forth herein.
- (D) Following the completion of ~~any~~-required public improvements and submission of the as-built plans, the City Engineer shall conduct an inspection and if the improvements are in accordance with the requirements of these and other applicable regulations and good engineering and construction standards, shall issue a Preliminary Letter of Infrastructure Completion as provided herein.
- (1) A ~~letter-Letter~~ of ~~substantial-Substantial completion-Completion~~ may be issued when only landscaping and irrigation facilities are incomplete and secured as provided in Subsection 11-5-12 (A) of this Section.
- (a) In the case of subdivisions that have been issued a ~~letter-Letter~~ of ~~substantial-Substantial completion-Completion~~, upon completion of the outstanding improvements and submission of the as-built plans therefor; the City Engineer shall conduct an inspection and shall issue a Preliminary Letter of Infrastructure Completion, if all ~~public-required and necessary on- and off-site~~ improvements are in accordance with the requirements of these and other applicable codes and regulations and good engineering and construction standards.
- (2) The subdivider shall warrant the public improvements against defects or failures in workmanship or materials for a period of two calendar years ~~-~~from the date of the Preliminary Letter of Infrastructure Completion. During this two-calendar-year construction warranty period, the City will, as applicable, assume the responsibility for snow removal within public rights of way in regard thereto, but the subdivider shall
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remain responsible for all other maintenance and to correct all defects or failures that appear in any such public improvements during the construction warranty period.

- (a) The City shall determine what constitutes a defect or failure in its sole discretion, provided that such are not the result of public abuse, misuse or normal wear from use. The City Engineer shall notify the subdivider in writing of such defect or failure, setting forth a list of specific deficiencies. If within 30 days after the City has notified the subdivider of a defect or failure, the subdivider has not started or completed the required repairs, provided construction drawings and a proposed repair schedule for City review and approval, or submitted a written objection to the to the City's request for repair work, the City is hereby authorized to make the repairs or replacements or to order the work be done by a third party. The City may authorize a temporary repair if necessary due to weather conditions or materials availability. The subdivider shall pay the cost of any repair work. Any appeal of the City Engineer's repair or replacement requirements shall follow the appeal process pursuant to Chapter 4-1-6 of the City Code.
- (b) At the end of ~~the warranty period, two calendar years from the date of issuance of the Preliminary Letter of Infrastructure Completion,~~ the subdivider shall request, in writing, that the City Engineer perform a final inspection of the improvements to facilitate the completion of the construction warranty.
 - (i) The City Engineer shall conduct an inspection of all public ~~and necessary on- and off-site~~ improvements, and upon final approval, as evidenced by the City's issuance of a Letter of Infrastructure Completion and ~~acceptance~~Acceptance, the City shall accept the improvements, and the security held by the City shall be returned to the subdivider.
 - (ii) All public ~~and necessary on- and off-site~~ improvements, including all physical facilities constructed by the subdivider necessary for the extension, maintenance and repair of municipal utility services and other public facilities constructed by the subdivider in public rights-of-way, easements, streets or alleys shall become the property of the City immediately upon the issuance of the Letter of Infrastructure Completion and ~~acceptance~~Acceptance by the City Engineer.
 - (iii) Following such conveyance, the City shall be solely responsible for the maintenance of such public improvements, unless otherwise provided for by agreement, except for any correction work required during the warranty period.
- (c) Any repairs or replacements noted in the final inspection shall be completed prior to the issuance of the Letter of Infrastructure Completion and ~~acceptance~~Acceptance.
 - (i) Upon notification, the subdivider shall promptly make all repairs or replacements in accordance with a repair plan prepared by the subdivider and approved by the City, which repair or replacement, in the opinion of the City, arose out of defects or failures and became necessary during the construction warranty period.

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- (ii) The subdivider shall warrant each repaired and/or replaced improvement or any portion or phase thereof for one calendar year following acceptance of such repair and/or replacement.
 - (iii) Inspection of any improvements does not constitute a waiver by the City of any rights or remedies that it may have on account of any defect in or failure of the improvements that are detected. The construction warranty shall continue until the Letter of Infrastructure Completion and ~~acceptance~~ Acceptance is provided in writing to the subdivider.

~~(3) The City shall require a construction warranty backed by financial security prior to issuance of a Preliminary Letter of Infrastructure Completion.~~

(43) The subdivider may, at the subdivider's option, provide the City financial security for the two-calendar year construction warranty in one or a combination of the following forms only:

- (a) A cash escrow in the amount of 15 percent of the total construction cost of all public ~~and necessary on- and off-site~~ improvements required by the final plat.
- (b) A letter or letters of credit on forms acceptable to the City, in the amount of 15 percent of the total construction cost of all public ~~and necessary on- and off-site~~ improvements required by the final plat.
- (c) It is the responsibility of the subdivider to maintain the necessary amount of security at all times until all public ~~and necessary on- and off-site~~ improvements are completed and accepted by the City.
- (d) The City shall not be obligated to administer burdensome security arrangements.

~~(3e) The City shall require a construction warranty backed by financial security prior to issuance of a Preliminary Letter of Infrastructure Completion.~~

~~(5f)~~ The security shall be available for the City to use to correct any defects or failures in accordance with City specifications during or after the ~~two-year~~ construction warranty period in the event the subdivider is unable or unwilling to perform any repair or replacement of the improvements in a timely fashion. The use of the proceeds from the security is a remedy that is cumulative in nature and is in addition to any other remedies that the City has at law or in equity.

Sec. 11-5-13. Minimum design standards.

(A) *Minimum Standards, Conformity to Preliminary Plat, and Approval Required.* All public improvements shall be constructed in accordance with the minimum standards set forth below or other applicable City design and construction specifications and standards, and other applicable City ordinances or regulations. All public and private improvements shall be in substantial conformity with the preliminary plat as approved, the City Comprehensive Plan and amendments thereto, and in accordance with good engineering and construction practices. All plans must be approved in advance by the City Engineer.

(B) *Minimum Standards.*

(1) *Streets.*

-
- (a) Subdivider shall be required to make and install improvements to existing streets within and abutting the subdivision and/or other areas outside the subdivision or any filing thereof being considered, including, but not limited to, curbs, gutters, sidewalks and street paving improvements, when the subdivision and developments thereof will directly create a need for said improvements outside the subdivision itself, ~~or a need to expand or improve existing public improvements to current standards in order to properly serve future residents of the subdivision, or if the subdivider or their predecessors of interest by virtue of their actions and the timing and scope of developing the subdivision or other property have created a situation where the needed improvements were not previously improved or installed. It shall be presumed that existing streets and sidewalks directly abutting the subdivision must be improved to current City standards in order if necessary~~ to properly serve the subdivision.
- (b) In those cases where the City determines that the immediate improvement of the abutting street, or other on-site or off-site improvements, is not currently practical, or should be delayed, or the costs of such improvements should be shared with additional property likely to use and be benefited by the improvements, the developer may be allowed to execute recordable covenants on the plat or separately in a form provided by the City, binding the lots in the subdivision to future assessments or participation in an improvement district for the construction of such improvements.
- (c) Wherever topography will permit, the arrangement of the streets shall provide for the dedication and construction of street stubs to align with existing or future streets to adjoining developing or developable areas.
- (d) Cul-de-sacs shall terminate in a circular turn-around having a minimum right-of-way of at least 100 feet in diameter, and a paved turn-around with a minimum outside diameter of 80 feet. Cul-de-sacs shall be not less than 100 feet long, and not more than 500 feet long, as measured from the center of the cul-de-sac bulb to the center of the intersecting street; use of cul-de-sacs is limited to places where street connections would be impractical.
- (i) Cul-de-sacs longer than 300 feet shall require a recreation trail connection at the end that provides connectivity to the nearest City street.
- (e) Temporary dead-end streets which extend for a distance greater than the depth of one abutting lot shall be provided with a temporary turn-around having a diameter of at least 80 feet.
- (f) Whenever a new street is proposed along the edge of the subdivision, the entire street shall be dedicated and improved within the subdivision.
- (g) No more than two streets shall intersect at any point. Intersections shall be as near as practicable to 90 degrees. A street shall have a minimum straight distance of 100 feet from the intersection before it may be curved.
- (h) A straight section of 100 feet shall be provided between reverse curves on all streets.

- (i) All lots in the subdivision ~~will~~shall have direct access to a dedicated street, subject to the following exceptions:
- (i) One or more private shared access drives may be used to provide access for up to no more than four dwelling units each, subject to City Manager approval, in residential zoning districts. ~~In general, s~~Shared access drives shall not be used as an extension ~~to of~~ a cul-de-sac.
 - (ii) Reciprocal access easements may be approved to accommodate subdivisions with multiple commercial units with-sharing a contiguous parking area in commercial zoning districts.
 - (j) Any two local streets which intersect a common third local or collector street shall have centerlines no closer than 175 feet from one another. Any two local streets which intersect a common third minor arterial or major arterial street, shall have centerlines no closer than 350 feet from one another.
 - (i) The City may limit access to major arterial or minor arterial streets to facilitate traffic flows, or to promote public safety.
 - (k) The maximum block length, as measured from the centerline of the nearest intersecting streets, shall be a maximum of 700 feet.
 - (l) Street names must be approved by the City and respective 911 authority.
 - ~~(m) All streets, alleys, sidewalks, recreation paths, parks of two acres or larger, and other public ways or places must be dedicated to the City by the owners of any interest therein except the owners of severed mineral or water interests.~~
 - ~~(m)~~Streets shall be developed in accordance with the City's Comprehensive Plan roadway cross sections, the City's engineering specifications, as applicable, and the table below. The minimum dedicated rights-of-way and street widths shall be as shown in Table 5.21.

Table 5.21
Minimum Dedicated Rights-Of-Way and Street Widths

Street Classification	Minimum Right-of-Way	Minimum Street Width Urban = Width between Curb Flowlines Rural = Paved Width (asphalt or Concrete) (Distance Between Curb Flowlines)
Major Arterial— Urban	124 feet *	92 feet ***
Major Arterial—Rural	124 feet *	76 feet ***
Minor Arterial— Urban	112 <u>80</u> feet **	Varies with traffic volume and whether parking is allowed, see engineering specifications for road widths ***
Minor Arterial—Rural	112 feet **	Varies with traffic volume and whether parking is allowed, see engineering specifications for road widths ***
Collector	70 feet	46 feet
Local— Boulevard Style <u>Alternative 2</u>	50 feet; 50 feet	28 feet with detached 5-foot sidewalk; 36 feet with attached 6-foot sidewalk

Planned Developments	40 feet	24-27 feet with attached 6-foot sidewalks in addition to curb and gutter . Supplemental off-street parking may be required.
* ROW width shall be increased by ten feet within 500 feet of an arterial cross street intersection to allow a double left turn lane.		
** ROW width shall be increased by 12 feet within 500 feet of an arterial cross street intersection to allow a double left turn lane.		
*** The decision whether to require urban or rural street widths shall be made at sketch plan review.		

(~~en~~) Subdivisions which include any part of an existing platted street which does not conform to the minimum right-of-way requirements of these regulations may be required to provide additional width necessary to meet the minimum right-of-way requirements of these regulations.

(~~po~~) No street grade shall be less than one-half of one percent or exceed the maximum grade shown in Table 5.~~32~~.

Table 5.~~32~~
Maximum Street Grade

Street Classification	Maximum Percent Grade	Minimum Radius of Curve	Minimum Sight Distance*
Major Arterial	5 percent	400 feet	500 feet
Minor Arterial	5 percent	400 feet	500 feet
Collector	8 percent	300 feet	300 feet
Local	8 percent	100 feet	200 feet
* As measured between points four feet above the centerline of the street.			

(~~ap~~) Alleys shall be provided at the rear of lots within the commercial zoning districts, or as otherwise approved by the City. Alleys shall be 20 feet in width and shall be paved in accordance with City specifications.

(2) *Curb, Gutter, Sidewalks and Trails.*

(a) Curb, gutter, and sidewalks or recreation trails shall be provided along all roadways consistent with the City's Comprehensive Plan.

~~(i) A minimum ten-foot wide concrete recreation trail with the addition of two-foot obstacle-free recovery zones, constructed of Class 6 gravel aggregate, or a City-approved alternative, on each side of said trail shall be located along one side of the roadway, as determined by the City. Recreation trails shall be designed in accordance with the AASHTO "Guide for the Development of Bicycle Facilities."~~

~~(ii) A minimum six-foot wide sidewalk shall be provided on the side of the roadway not occupied by the recreation trail described above. Greater sidewalk widths may be required in commercial areas.~~

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- ~~(iii) Recreation trail lighting may be required in more heavily populated or urbanized areas, travel corridors, and commuter routes, as determined by the City. Recreation trail lighting shall provide a minimum 0.4 to 0.5 footcandles of illumination at all points along the length of the trail. The City's provisions, standards, and specifications regarding outdoor lighting shall also apply.~~
 - ~~(iv) Recreation trails with alternative non-hard surfaces and narrower widths may be approved in those instances where such trails are secondary to existing or proposed concrete recreation trails, and do not serve as connectors to the City's recreation trail system, as denoted within the City's Comprehensive Plan.~~
 - ~~(iv) Curb, gutter, and sidewalks shall be provided along collector and local streets. Six-foot detached concrete sidewalks are required on collector streets.~~
 - ~~(ii) Five-foot detached or six-foot attached concrete sidewalks are required for local streets.~~
 - ~~(iii) A 10 foot wide concrete recreation trail on one side and 6 foot detached concrete sidewalk are required on the other side of major and minor arterial roadways, as ~~determined~~ directed by the City.~~
 - ~~(iv) Recreation trails with alternative non-hard surfaces and narrower widths may be approved in those instances where such trails are secondary to existing or proposed concrete recreation trails, and do not serve as connectors to the City's recreation trail system, as denoted within the City's Comprehensive Plan.~~
 - (b) Sidewalks shall be located and constructed as necessary to interconnect the subdivision and lots therein with the network of City sidewalks and recreation trails.
 - (c) Accessibility ramps shall be provided in accordance with the ~~Americans with Disabilities Act~~ US Access Board Public Right of Way Accessibility Guidelines (PROWAG).
 - (d) The City may elect to require over-sizing of any sidewalk and participate in cost sharing thereof.
 - (e) The City may require any sidewalk to be wider than those standards set forth herein, upon a finding that such greater widths are necessary to serve the subdivision, due to:
 - (i) High density of the subdivision;
 - (ii) Special needs of the residents of the subdivision; or
 - (iii) Connection to existing wider sidewalks or recreation trails.
 - (3) *Blocks and Lots.*

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- (a) In residentially zoned districts, blocks shall be wide enough to permit two lots between lengthwise streets.
 - (b) The building line for residential lots on collector streets shall be set back 25 feet from the front property line.
 - (c) The building line on corner lots shall be set back 25 feet from both street front property lines.
 - (d) Lots which abut a street in the front and the rear shall be avoided except where a railroad right-of-way, a major arterial or minor arterial street is located to the rear of the lot, in which case such a lot shall have a minimum depth of 125 feet. ~~Lots abutting cul-de-sacs shall have a minimum frontage of 25 feet.~~
 - (e) Every lot shall front on a designated collector or local street, subject however, to the following exceptions:
 - (i) One or more private shared access drives may be used to provide access up to no more than four dwelling units each, subject to City approval, in residential zoning districts. Shared access drives shall not be used as an extension of a cul-de-sac.
 - (ii) Private access easements may be provided, subject to City approval, in subdivisions within commercial zoning districts across parking lot areas;
 - (iii) In such instances, the shared access improvements shall be subject to City specifications and the restrictions set forth in Section 11-5-11 (B).
 - (f) No residential lot shall front on a major arterial or minor arterial street. No access shall be permitted directly from a residential lot to a major arterial or minor arterial street.
 - (g) The lot depth shall not be more than three times the lot width at the front of the building line of the principal structure.
 - (h) Access drives and intersections shall comply with City access standards and the transportation plan. In addition, accesses onto County roads shall comply with applicable County regulations.
 - (i) Lots shall be at least 50 feet in width at the front of the building line of the principal structure. Lots abutting cul-de-sacs shall have at least 25 feet of linear frontage to the cul-de-sac.
 - (j) Sight triangles shall be shown on the plat as per the engineering specifications.
- (4) *Public Utilities.*
- ~~(a)~~ All utilities shall be installed underground unless the City Engineer determines that soil or topographic conditions make that impracticable.
 - (b) Utilities shall be installed prior to the paving of any street under which they are to be located and the individual service lines shall be connected and stubbed out prior to paving, in order to avoid the necessity of cutting into the pavement to connect any abutting lots.

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- (c) Utilities will be sized and placed as necessary to facilitate connection with future subdivisions and developments. ~~At a minimum, six-inch water main lines shall be provided in residential zoning districts, and eight-inch water main lines shall be provided in commercial and industrial zoning districts. With the exception of terminal lines and fire hydrant laterals where sufficient hydraulic capacity can be demonstrated, all water mains shall be a minimum eight inches diameter in all zoning districts.~~ -At a minimum, eight-inch diameter sewer main lines shall be provided in all zoning districts. ~~Multiple buildings within a single lot~~Individually conveyable lots shall each require a singular water and sewer lateral connection to a public main line.
- (d) The City may elect to require over-sizing of the extended utility and pay for the cost of such materials accordingly.
- (e) City water and sewer systems shall be provided except where the City has required an alternative supplier by service area agreement with such alternative provider. In cases where alternative utilities are provided on a temporary basis, connection to City services shall be required at such time they are made available to the subject property.
- (f) In the event that City sewer service will not be available within a reasonable time period following final plat approval, engineered individual sewage disposal systems may be authorized by the City for those subdivisions occurring within the residential rural living zoning districts with lot sizes of five acres or greater. Advance City approval shall be required in each case.
- (g) All extension of City utilities shall require City approval and proper execution of City utility extension agreements. The extension of utilities shall be at the sole expense of the subdivider.
- (h) Prior to any installation or construction of utility extensions, the subdivider shall first submit proposed alignment location maps and engineered drawings for City approval. The subdivider shall acquire all necessary easements for the proposed utility location from all affected properties. The easements shall be conveyed to the City and executed on applicable City forms.
- (i) All utility extensions shall be subject to City inspection and approval. ~~The City may elect to contract inspection services at the subdivider's expense.~~
- (j) All utility main line extensions, once approved by the City, shall be dedicated to the City with applicable utility easements. As-built plans and data shall be provided on hard copy in accordance with these provisions and ~~on diskette~~ in a digital format compatible with City computer systems.
- (k) Following the completion of any utility extension and submission of the as-built plans, the City Engineer shall conduct an inspection, and if the improvements are in accordance with the requirements of these and other applicable regulations and good engineering and construction standards, shall issue a Preliminary Letter of Infrastructure Completion.

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- (i) For a period of two calendar years thereafter, the subdivider shall be responsible for correcting all defects or failures that appear in such improvements.
 - (ii) At the completion of this two-calendar-year construction warranty period, upon written request from the subdivider, all public and necessary on- and off-site improvements shall again be inspected by the City Engineer, and upon final approval, may be accepted by the City, as evidenced by issuance of a Letter of Infrastructure Completion and Acceptance. The provisions set forth in Section 11-5-12(D) shall apply to improvements and construction covered by this Section.

(5) *Piped Drainage Facilities and Waterways.*

- (a) Stormwater discharge improvements shall be engineered and approved in accordance with City specifications. stormwater retention on site shall be discouraged. When feasible to do so and when requested by the City Engineer, all ditches shall be piped and subject to platted easements to be dedicated either to the City or to the applicable owner of the ditch facilities. The City may elect to allow the location of piped ditch facilities within its rights-of-way at its discretion. Perpetual maintenance shall be provided pursuant to plat notes and/or City-approved covenants.
- (b) Permission shall be acquired, in writing, from all applicable owners of ditch facilities prior to improvements thereto.
- (c) No discharges of urban stormwater into any irrigation ditch-supply facilities shall be allowed. No discharges of urban stormwater into agricultural drainage ditch facilities shall be allowed, unless otherwise-approved in writing by the owning interest in said drainage facilities.

- (6) *Monuments.* ~~Monuments shall be set in concrete and placed at all corners of all street intersections, at the intersections of the boundary of the subdivision with street right-of-way lines, at angle points and points of curve in each street and at points of change in direction of the exterior boundaries of the subdivision. The top of the monument shall have a metal cap set flush to identify the location. All lot corners shall be monumented with a minimum of a #5 rebar 18 inches in length and metal cap~~ Monument quantity, type, and location shall be established and set in accordance with to Section 38-51-105, Colorado Revised Statutes, as amended from time to time.

- ~~(7) *Berms, Screening and Buffers.* Buffers and/or screening shall be provided between incompatible uses both within the subdivision and adjoining the subdivision in accordance with City design standards and specifications.~~

~~(8)~~ *Street Lights.*

- (a) In all subdivisions, except for residential zoned rural living and estate subdivisions, streetlights shall be provided at all intersections ~~and at intervals between intersections in accordance with City specifications.~~

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- (b) In residential rural living zoning districts and estate subdivisions, street lights shall only be required at street intersections; with ~~no interval requirements~~ major or minor arterials.
 - (c) All streetlights shall conform to City standards and specifications, and with Chapter 11-9 of this Title.
- (98) *Outdoor Lighting*. All outdoor and exterior lighting shall conform with Chapter 11-9 of this Title.
- (109) *Flood Hazard Prevention*. All subdivision proposals shall conform to the flood hazard reduction standards in Section 11-6-5 (G) of this Title.
- (10) *Nonfunctional turf, artificial turf, or invasive plant species*. On and after January 1, 2026, no subdivision approved under this Chapter shall permit the installation, planting, or placing of any nonfunctional turf, artificial turf, or invasive plant species as a public or private improvement within the subdivision, except for residential property or as otherwise permitted by CRS 37-99-101, et. seq.

Sec. 11-5-14. Deviations from standards.

The Planning Commission may recommend to the City Council a deviation from the standards of Section 11-5-13 during preliminary or final plat review, if ~~and only if all~~ one or more of the below criteria are met. The City Council may accept or deny the recommendation accordingly.

- (1) Unusual topography or a non-financial hardship exists;
- (2) Alternative standards will more effectively protect the quality of the subdivision and the public welfare and more effectively achieve the purposes of these regulations;
- (3) Alternative standards will more effectively implement provisions of the City's Comprehensive Plan; or
- (4) Alternative standards will more effectively conform to existing improvements within the subdivision, which existing improvements have been previously approved by either the City or the County of Montrose in accordance with applicable laws and regulations.

CHAPTER 11-7. ZONING REGULATIONS

Sec. 11-7-1. General provisions.

- (A) This Chapter, as amended from time to time, and the [March 2016 Revised Official Zoning Map of the City](#), as amended from time to time, may be cited as the City's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare of the present and future inhabitants of Montrose, as described at Section 11-1-4 of this Title.
- (C) The City hereby declares that the regulation and development of land, including regulation by these Zoning Regulations, is exclusively a matter of local and municipal concern, and any provisions of any Statute or regulation of the state in conflict with the provisions of these Zoning Regulations, or any limitation imposed by any Statute or regulation of the state otherwise applicable are hereby superseded; provided, however, the City shall retain all powers authorized by state law with respect to land development regulations and zoning even though not specified within this Chapter, and such powers may be exercised in any lawful manner free from any limitations imposed by State Statute or regulation.
- (D) No business or use involving the sale or distribution of products or services, or the pursuit of activities, whether for profit or not for profit, which is in contravention of any federal, state or local law or regulation, shall be considered a use by right, a conditional use, or a lawful nonconforming use under this Chapter, in any zoning district within the City limits.

Sec. 11-7-2. Official Zoning Map.

- (A) The March, 2016 Revised Zoning Map of the City, as such may be amended from time to time, may be known or cited as the Official Zoning Map of the City.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. ~~A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the City Clerk's office available for public inspection.~~ The City Manager may cause technical corrections to the Official Zoning Map to be made without any requirement that they first be approved by ordinance, provided such corrections simply implement the terms of previously-approved rezoning ordinances and are consistent with the zone district boundary rules of interpretation in Section 11-7-3.

Sec. 11-7-3. Zone district boundaries.

The regulations for the various residential, mixed use, commercial and industrial districts provided for in this Chapter shall apply within the boundaries of each such district as indicated on the Official Zoning Map. In establishing the boundaries of the zoning districts shown on the Official Zoning Map, the following rules shall apply:

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- (1) General rules of interpretation. For unsubdivided property or where a zoning boundary divides a property, or if the zoning boundaries cannot otherwise be determined, the boundaries on the Official Zoning Map shall be based upon the individual zoning or rezoning map approved for the property.
 - (2) Lot or block lines. Where no rights-of-way exist and the zoning boundaries are indicated as approximately following lot, tract, block or subdivision boundary lines, such limits shall be considered as the zoning district boundaries.
 - (3) Rights-of-way. Unless otherwise indicated, the zoning district boundaries are the centerlines of streets, alleys, waterways, and railroad rights-of-way. The area within any of the rights-of-way is not granted any of the use rights associated with the overlying or adjacent zoning district(s).
 - (4) Vacated rights-of-way. Whenever a public street, alley or other right-of-way has been vacated, the zoning district adjoining each side of the right-of-way shall be extended to include the portion of the vacated street, alley, or other right-of-way adjacent to such adjoining property.
 - (5) City boundaries. Boundaries indicated as approximately following the City limits shall be considered as following the City limits.
 - (6) Other boundaries. Boundaries indicated as approximately parallel to or extensions of centerlines, lot, or tract lines, City limits, or similar geographic lines shall be considered as the boundaries when no or other reliable documentation is available.
 - (7) Map discrepancies. Should an actual street layout or stream course vary from that shown on the map or any other uncertainty remain as to the location of a zoning district boundary, the City Manager shall interpret the map based on the best information available and according to the intent of this title and any other applicable provisions of the Municipal Code.

~~(8) Boundary disputes. Disputes concerning the exact location of any zoning district boundary line shall be decided by the Planning Commission.~~

Sec. 11-7-4. Zoning annexed land.

All annexed land shall be zoned within 90 days of annexation following the procedure for rezoning at Section 11-7-12. Zoning of property proposed for annexation may be processed simultaneously with the petition for annexation, provided no ordinance zoning such property may be finally adopted prior to final adoption of an ordinance or ordinances annexing such property.

Sec. 11-7-5. Districts established.

- (A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with ~~residences~~residential dwellings.

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- (1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - (2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.
 - (3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single ~~family-household detached dwelling~~ residential lots within a semi-rural environment.
 - (4) The "R-2" Low Density District is intended to provide primarily for development of single ~~family-household detached and duplex dwellings~~residences, along with certain other compatible land uses.
 - (5) The "R-3" Medium Density District is intended to provide for an area which is suitable primarily for ~~both single-family-household homes-detached, attached and duplexes dwellings~~, along with certain other compatible land uses.
 - (6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable primarily for ~~single family homes, duplexes~~single household attached, triplex, fourplex and other medium density multifamily residencesmulti-household dwellings, along with certain other compatible land uses.
 - (7) The "R-4" High Density District is intended to provide primarily for high density ~~multiple family~~multi-household residences-dwellings and to allow variety in higher density single household and duplex dwellings and other forms of innovative housing development types.
 - (8) The "R-5" Low Density/Manufactured Housing District is intended to provide primarily for low density development of single ~~family-household detached and duplex~~ manufactured homes dwellings, along with certain other compatible land uses.
 - (9) The "R-6" Medium Density/Manufactured Housing District is intended to provide primarily for medium-density development for single ~~family-household attached, and duplex, triplex and fourplex~~ manufactured homes dwellings, along with certain other compatible land uses.
 - (10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for ~~mobile and manufactured homes~~ housing developments or tiny home communities, along with certain other compatible land uses.
- (B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.
- (1) The "OR" Office-Residential District is intended to provide for a mix of offices and ~~residences~~residential dwellings in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
- (C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.
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- (1) The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - (2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.
 - (3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.
 - (4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.
 - (5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.
 - (6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.
- (D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.
- (1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.
 - (2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.
- (E) Dimensional requirements are set out in Section 11-7-7.

Sec. 11-7-6. District uses.

- (A) *Permitted uses.* Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.
- (B) *Conditional uses.* Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:
 - (1) The use will not be contrary to the public health, safety, or welfare.
 - (2) The use is not materially ~~adverse~~adverse to the ~~City's~~ Comprehensive Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the district.
 - (5) The use will not have an adverse effect upon other property values.

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- (6) Adequate off-street parking will be provided for the use.
- (7) The location of curb cuts and access to the premises will not create traffic hazards.
- (8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.
- (9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.
- (C) *Principal uses.* The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one (1) principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.
- (D) *Accessory uses.* ~~Except where specifically modified by this Chapter, Accessory-accessory~~ uses shall comply with all requirements for the principal use, ~~except where specifically modified by this Chapter,~~ and shall also comply with the following additional limitations:
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.
- (E) *Temporary Use Permits.*
- (1) Permit required. The City Manager ~~or his designee~~ may issue a temporary use permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a limited period of up to one year in accordance with this Subsection.
 - ~~(2) The temporary use permit may be issued by the City Manager only after it determines that unusual circumstances exist, not created by the applicant, such as damage, destruction or delay in construction of applicant's permanent premises, which results in significant hardship, and that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.~~
 - ~~(2) Permit conditions.~~
 - ~~(3) The City Manager or his designee shall hold such hearings concerning the application and provide such notice thereof as the circumstances merit in his opinion. The permit may be granted approve a temporary use permit subject to conditions appropriate to ensure compliance with this Subsection. Such conditions may include, but are not limited to, setting requirements for, or imposing restrictions upon, size, massing, location, open space, landscaping, buffering, screening, lighting, noise, signage, traffic and pedestrian circulation and control, parking design and operations, duration, hours of operation, setbacks, building materials and architectural design, sanitation, trash removal, dust control, drainage, erosion control, and provision of utilities and services.~~
 - ~~(4) Temporary Construction or Sales Office. A building within a subdivision may be utilized as a temporary construction or sales office for a period up to one year by the~~
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~~developer of that subdivision during the period of the construction and initial sales respectively of the building and improvements within the area encompassed by the preliminary plat for each subdivision. The City Manager may authorize additional one-year periods for use as a construction office if construction is continuing in the area after the preceding year, or as a sales office if not all of the houses in the area have been sold during the year preceding.~~

- (3) Permit renewal. A temporary use permit will generally not be renewed unless the use is a seasonal use; a temporary improvement associated with an established business; or associated with a construction activity; or as stated otherwise herein. These applications may be renewed for up to one year at any one time using the same procedures as for an initial application.
- (4) Exempt Activities. The following temporary activities are exempt from these regulations:
- (a) Storage or moving containers for a business or residence actively moving or a related activity and not exceeding 14 days in any one year.
 - (b) Dumpsters for a business or residence actively undergoing construction or a related activity and not exceeding 14 days in any one year.
 - (c) Temporary uses, structures, and/or vehicles/trailers needed as the result of a natural disaster or other health and/or safety emergency are allowed for the duration of the emergency or as needed to address conditions caused by the emergency.
- (5) Prohibited Uses or Activities. The following uses and activities are prohibited due to negative visual or other impacts:
- a. Storage in trailers or roll-off containers for longer than 14 days unless associated with an active construction site or a non-residential use, business or residence in the process of moving.
 - b. Outdoor storage other than accessory storage for an active construction site. Any other outdoor storage shall conform to the requirements for the zone district in which the property is located.
 - c. Outdoor sales of durable goods as a principal use not associated with a farmer's market, special event, business promotional event, or with an approved site plan, unless the operation meets the requirements for a mobile vendor in accordance with the Montrose Regulations Manual.
- (6) Allowed Uses and Activities. Temporary uses of land are permitted subject to the specific zone districts and time periods listed in Table 7.1. The City Manager may approve other temporary uses and activities if it is determined that such uses meet the intent and criteria of this section.

Table 7.1
Allowed Temporary Uses

<u>Use</u>	<u>Zone Districts</u>	<u>Period</u>
<u>Construction trailer, temporary building, or yard for construction management office and/or storage of materials during active construction within an approved development.</u>	<u>All</u>	<u>Time to be specified by City Manager; must be concurrent with Building Permit; must be terminated within 30 days of issuance of project Certificate of Occupancy for all types of construction.</u>
<u>Temporary office for the sale and/or rental of dwelling units under construction within an approved development.</u>	<u>All</u>	<u>Time to be specified by City Manager; must be terminated within 60 days of completion of the sales period.</u>
<u>Seasonal or off-site retail sales, which include, but are not limited to: sale of seasonal fruits and vegetables; sale of fireworks; and sale of Christmas trees.</u>	<u>Commercial and Industrial zone districts only</u>	<u>Not to exceed 180 days, and provided that any permits required by law are obtained</u>

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
 - (b) The City Council shall consider the appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.
 - (c) The City Council shall approve or deny the appeal.
 - (d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.

(G) Schedule of Residential Zone District Uses.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
COMMERCIAL USES										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches, excluding commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.	P									
Rental storage units with a maximum rental unit size of 200 square feet.										€
Short-term rentals	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL USES										
Assisted living facilities facility					C	C	C		C	C
Childcare facilities facility	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	€P	€P	€P	€P	P	P	P	€P	€P	P
Schools; Elementary, Middle and High	C	C	C	C	C	C	C	C	C	C
RECREATIONAL USES										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P	<u>P</u>	P	P	P	P	P
RESIDENTIAL USES										
<u>Accessory Dwelling Unit (See Sec. 11-11-5)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Dwelling, Duplex</u>				<u>P</u>	P	P	P	<u>P</u>	P	
<u>Dwelling, Fourplex</u>					<u>C</u>	<u>P</u>	<u>P</u>		<u>C</u>	
Dwelling, Multi-familyhousehold					C	P	P		C	
<u>Dwelling, Single-Household Attached</u>					<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Dwelling, Single- Family Household Detached	P	P	P	P	P	P	PC	P	P	P
Dwelling, Tiny Home									P	P
Tiny Home Community										P
Dwelling, Triplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (see See Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (see See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (see See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured housing home				¹				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile-Manufactured home parks (See Sec. 11-13)										P
Modular housing								P	P	P
UTILITIES AND TELECOMMUNICATION FACILITIES										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
OTHER USES										
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T	T

¹ Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T	T	T	T	T	T	T	T	T	T
Legend: Zoning Districts RL: Rural Living R-1: Very Low Density R-1A: Large Estate R-1B: Small Estate R-2: Low Density R-3: Medium Density R-3A: Medium High Density R-4: High Density R-5: Low Density/Manufacture Housing R-6: Medium Density/Manufacture Housing MHR: Manufactured Housing Residential				Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

(H) Schedule of Mixed Use, Commercial and Industrial Zone District Uses.

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle <u>Vehicle</u> sales, <u>rental</u> , repair or service establishments			C	C	P	P		<u>P</u>	<u>P</u>
Automobile body shops			<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P		<u>P</u>	<u>P</u>
Car washes				<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>		
Commercial businesses		<u>C</u>							
Commercial greenhouse				<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>P</u>
Commercial uses other than the uses by right in this zone district which comply with the performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5 (D) (1).								<u>C</u>	
Electric vehicle charging station, retail		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>		
Farm implement sales or service establishments					P	P		<u>P</u>	<u>P</u>
Food truck court		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (See Sec. 11-11-4) (a) All fuel storage, except propane, shall be located underground. (b) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C	<u>C</u>	<u>C</u>
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities <u>facility</u> , self-service				P	P	P	P		
Mobile Manufactured home, tiny home and travel home sales or service establishments					P	P		<u>P</u>	<u>P</u>
<u>Medical clinic</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
<u>Micro-brewery, micro-distillery, or micro-winery</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>
Office, businesses for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Offices not allowed as a use by right.	<u>C</u>								
<u>Outpatient drug treatment clinic</u>	<u>P</u>								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
<u>Campground</u>				<u>C</u>	<u>C</u>	<u>C</u>			
<u>Rental businesses</u>					P	P		<u>C</u>	<u>C</u>
Restaurants			P	P	P	P	P	<u>C</u>	<u>PC</u>
Restaurants, drive-in or drive-through			C	<u>CP</u>	<u>CP</u>	<u>CP</u>	C	<u>C</u>	<u>C</u>
Retail sales and services establishments which cater to the general shopping public	<u>C</u>								
Retail stores, sales, business and professional offices, and personal service establishments which cater to the general shopping public.	<u>C</u>		P	P	P	P	P	<u>P</u>	<u>PC</u>
Retail stores, sales, business and personal service establishments serving the general public but which also involve with limited manufacturing of the products supplied				C	C	C		<u>P</u>	<u>C</u>
Sexually oriented business (See Sec. 11-12-1)									P
<u>Shooting range, indoor</u>						<u>C</u>		<u>C</u>	<u>C</u>
<u>Short-term rentals</u>	P		P	P	P	P	P	P	P
Bar or Taverns			P	P	P	P	C	<u>C</u>	<u>C</u>
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P		<u>C</u>	<u>C</u>

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Veterinary clinics or hospitals, for large animals					P	P		<u>C</u>	<u>C</u>
INDUSTRIAL USES									
Above ground storage Storage facilities, for hazardous fuels and chemicals						P		<u>P</u>	P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities facility						P		<u>P</u>	P
Feed storage and sales establishments						P		<u>P</u>	P
<u>Fulfillment Center</u>				<u>C</u>	<u>C</u>	<u>C</u>		<u>P</u>	<u>P</u>
Manufacturing and non- manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials); fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
<u>Other industrial uses, other</u>								<u>C</u>	P
Storage facilities, indoor			C	P	P	P	C	<u>P</u>	P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
INSTITUTIONAL USES									
Airport								P	P
Assisted living facilities facility	C			P	P	P			
Childcare facilities facility	P	<u>C</u>	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, "daytime" shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. "Night" shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			
Museums and/or visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P		C	C
Religious assembly	P	P	P	P	P	P	P	C	C
Schools; Elementary, Middle and High	C	P	C	C	C	C	C		
MIXED USES									
Live/work unit	P	P	P	P	P	P	P	P	P
Mixed use building	P	P	P	P	P	P	P	P	P
RECREATIONAL USES									
Golf courses		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facilities; indoor		P	C	P	P	P	C	P	P

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Private recreation facility, outdoor		<u>C</u>		<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>
RESIDENTIAL USES									
Accessory Dwelling Unit	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Dwelling, Duplex	P	<u>P</u>	P	P	P	P	P	P	P
Dwelling, Fourplex	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Dwelling, Multi-household	<u>CP</u>	<u>CP</u>	P	P	P	P	P	P	P
Dwelling, Single Household Attached	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Dwelling, Single Household Detached	P	<u>CP</u>	P	P	P	P	P	P	P
Dwelling, Triplex	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Supportive housing	C					C		C	
UTILITIES AND TELECOMMUNICATION FACILITIES									
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Solar farms								<u>P</u>	<u>P</u>
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
OTHER USES									
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T		T	T	T	T	T	T	T

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Legend: Zoning District OR: Office-Residential P: Public B-1: Central Business B-2: Highway Commercial B-2A: Regional Commercial B-3: General Commercial B-4: Neighborhood Shopping I-1: Light Industrial I-2: General Industrial			Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

Sec. 11-7-7. District standards.

(A) Tabulated requirements for principal uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

Commented [ML1]:

District	Use ² ₃	Minimum Lot				Minimum Setbacks				Maximum Building Height
		Width at Building Line	Depth	Maximum Density	Minimum Lot Size ⁴	Front	Rear	Side	Corner Lot	
RL	<u>All Dwelling, Single Household Detached</u>	100	150	<u>TBD – see footnote #4</u>	⁵	25	20	10	20	35
R-1	<u>All Dwelling, Single Household Detached</u>	100	150	<u>1 dwelling unit/acre</u>	1 acre	25	20	10	20	35
R-1A	<u>All Dwelling, Single Household Detached</u>	100	150	<u>2 dwelling units/acre</u>	½ acre	25	20	10	20	35
R-1B	<u>All Dwelling, Single Household Detached</u>	100	150	<u>3 dwelling units/acre</u>	½ acre	25	20	10	20	35
R-2	<u>All Dwelling, Single Household Detached</u>	N/A	N/A	<u>5.8 dwelling units/acre</u>	7,500	25	20	6 5	20	35
	<u>Duplex</u>			<u>7.75 dwelling units/acre</u>	<u>11,250</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>20</u>	<u>35</u>
R-3	<u>Single-family household detached</u>	N/A	N/A	<u>7 dwelling units/acre</u>	6,250	15	<u>25-20</u>	5	15	35

² Residential uses in the OR, P, B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the R-3A zone. Residential uses in the B-1 District shall comply with the density standards in the R-3A zone, but are not required to comply with the dimensional standards.

³ Commercial and institutional uses in the RL, R-1, R-1A, R-1B, R-2, R-3, R-3A, R-4, R-5, R-6 and MHR zone districts shall comply with the applicable dimensional requirements as set out for the "OR" zone.

⁴ Applies per lot; not per primary dwelling unit. Where specified as square footage per dwelling unit for multiple unit dwelling types does not imply a minimum dwelling unit size; there is no minimum dwelling unit size.

⁵ A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

	<u>All others Duplex</u>	<u>N/A</u>	<u>N/A</u>	<u>9.3 dwelling units/acre</u>	9,375	15	<u>25-20</u>	5	15	35
	<u>Single-household attached</u>			<u>9.3 dwelling units/acre</u>	<u>4,700/ dwelling unit</u>	<u>15</u>	<u>20; 5 w/ rear-loaded garage</u>	<u>10 to bldg. lot line</u>	<u>15</u>	<u>35</u>
	<u>Triplex or Fourplex</u>			<u>9.3 dwelling units/acre</u>	<u>4,700/ dwelling unit</u>	<u>15</u>	<u>20; 10 w/ alley</u>	<u>15 site and bldg.</u>	<u>20</u>	<u>35</u>
	<u>Multi-household</u>			<u>15 dwelling units/acre</u>	<u>2,900/ dwelling unit</u>	<u>15</u>	<u>20</u>	<u>10</u>	<u>15</u>	<u>40</u>
R-3A	<u>Single-family household detached</u>	<u>N/A</u>	<u>N/A</u>	<u>8.7 dwelling units/acre</u>	<u>6,250-5,000</u>	15	<u>25-20</u>	5	15	35
	<u>Duplex</u>	<u>N/A</u>	<u>N/A</u>	<u>9.3 dwelling units/acre</u>	9375	15	<u>25-20</u>	5	15	35
	<u>Single-household attached</u>			<u>15 dwelling units/acre</u>	<u>2,900/ dwelling unit</u>	<u>15</u>	<u>20; 5 w/ rear-loaded garage</u>	<u>10 to bldg. lot line</u>	<u>15</u>	<u>35</u>
	<u>Triplex or Fourplex</u>			<u>15 dwelling units/acre</u>	<u>2,900/ dwelling unit</u>	<u>15</u>	<u>20; 10 w/ alley</u>	<u>15 to bldg. lot line</u>	<u>20</u>	<u>35</u>
	<u>All others Multi-household</u>	<u>N/A</u>	<u>N/A</u>	<u>15 dwelling units/acre</u>	<u>Larger of 9,375 or 2,900/ dwelling unit</u>	15	20	10	15	40 35
R-4	<u>Single-family household detached</u>	<u>N/A</u>	<u>N/A</u>	<u>17.4 dwelling units/acre</u>	<u>6,250-2,500</u>	15	<u>25-20; 5 w/ rear-loaded garage</u>	5	<u>15-10</u>	35
	<u>Duplex</u>	<u>N/A</u>	<u>N/A</u>	<u>17.4 dwelling units/acre</u>	<u>9,375-5,000</u>	15	<u>25-20</u>	5	15	35
	<u>Single-household attached</u>			<u>18.9 dwelling units/acre</u>	<u>2,300/ dwelling unit</u>	<u>15</u>	<u>20; 5 w/ rear-loaded garage</u>	<u>10 to bldg. lot line</u>	<u>15</u>	<u>35</u>

	Triplex or Fourplex			18.9 dwelling units/acre	2,300/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	All others Multi-household	N/A	N/A	24 dwelling units/acre	Larger of 9,375 or 2,300 x 1,815/ dwelling unit	15	20	10	15	40 35
R-5	Single-household detached			3.6 dwelling units/acre	12,000	25	20	5	20	35
	Duplex			7.2 dwelling units/acre	12,000	25	20	5	20	35
	All Manufactured Home	100	120	3.6 dwelling units/acre	12,000	25	20	10	20	35
R-6	Single-family household detached	N/A	N/A	5.8 dwelling units/acre	7,500	25	20	6-5	20 15	35
	Duplex			9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached			9.3 dwelling units/acre	4,700/ dwelling unit	25	20; 5 w/ rear-loaded garage	10 to bldg. lot line	20	35
	Triplex or Fourplex			9.3 dwelling units/acre	4,700/ dwelling unit	15	20; 10 w/ alley	15 to bldg. lot line	20	35
	Multi-household			15 dwelling units/acre	2,900/ dwelling unit	15	20	10	15	40
	All others Manufactured Home	N/A	N/A	5.8 dwelling units/acre	9,375/7,500	25	20	6-5	20	35
	Tiny Home			5.8 dwelling units/acre	7,500	15	20	5	15	35
MHR	All Manufactured Homes except MH Parks⁶	N/A	N/A	14.5 dwelling units/acre	3,125/3,000	5	10	10	10	35

⁶ Dimensional requirements for [mobile-manufactured](#) home parks are controlled by Chapter 11-13-5 of this Title.

	<u>Dwelling, Single Household Detached</u>	<u>N/A</u>	<u>N/A</u>	<u>14 dwelling units/acre</u>	3,125	5	10	10	10	35
	<u>Tiny Home except Tiny Home Communities⁷</u>			<u>14.5 dwelling units/acre</u>	<u>3,000</u>	<u>5</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>35</u>
OR	<u>Single-family</u>	<u>50</u>	<u>100</u>		<u>6,250</u>	<u>15</u>	<u>15</u>	<u>5</u>	<u>15</u>	<u>35</u>
	<u>Duplexes</u>	<u>50</u>	<u>100</u>		<u>6,250</u>	<u>15</u>	<u>15</u>	<u>5</u>	<u>15</u>	<u>35</u>
	<u>All Others Non-Residential</u>	<u>50</u>	<u>100</u>		6,250	15	15	5	15	35
<u>p⁸</u>	<u>All Non-Residential</u>				<u>N/A</u>	<u>15</u>	<u>N/A</u>	<u>N/A</u>	<u>15</u>	<u>N/A</u>
B-1	No Req	<u>No Req.</u>	<u>No Req.</u>		No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.
B-2	<u>All Non-Residential</u>	<u>50</u>	<u>100</u>		N/A	15	N/A	N/A	15	N/A
B-2A	<u>All Non-Residential</u>	<u>50</u>	<u>100</u>		N/A	25	N/A	N/A	25	35
B-3	<u>All Non-Residential</u>	<u>50</u>	<u>100</u>		N/A	25	N/A	N/A	25	35
B-4	<u>All Non-Residential</u>	<u>N/A</u>	<u>N/A</u>		N/A	25	N/A	N/A	25	35
I-1	<u>All Non-Residential</u>	<u>N/A</u>	<u>N/A</u>		½ acre	25	N/A	N/A	25	N/A
I-2	<u>All Non-Residential</u>	<u>N/A</u>	<u>N/A</u>		½ acre	25	N/A	N/A	25	N/A
<u>All Zones Except I-1, I-2</u>	<u>Renewable Energy Facilities</u>	<u>N/A</u>	<u>N/A</u>		<u>N/A</u>	<u>25</u>	<u>25</u>	<u>10</u>	<u>25</u>	<u>35</u>
<u>I-1, I-2</u>	<u>Renewable Energy Facilities</u>	<u>N/A</u>	<u>N/A</u>		<u>N/A</u>	<u>25</u>	<u>25</u>	<u>10</u>	<u>25</u>	<u>N/A</u>

~~(B) Proper dimensional requirements for conditional uses shall be determined in accordance with this Section and Section 11-7-6 (B), provided that as a general rule, they shall be no less strict than the dimensional requirements specified for permitted uses in the district~~

⁷ Dimensional requirements for tiny home communities are controlled by Chapter 11-13-12 of this Title.

⁸ City facilities are exempt from these standards.

~~concerned or as specified for the use concerned in a zone in which it is a permitted use. Provided, further, that the following minimum lot sizes shall apply to duplexes and multifamily residences when allowed as a conditional use:~~

District	Use	Minimum Lot Size
R-3 and R-6	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit
OR	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit

(C) Additional Dimensional Requirements.

- (1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area. In all other situations, accessory structure setbacks are the same as principal structure setbacks.
- (2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.
- (3) Garage doors which face an alley require a five-foot minimum setback.
- (4) In zone districts where residential front setbacks are 15 feet or less, the garage setback shall be a minimum of 25 feet.
- (5) Accessory structures shall not be located in the front yard of a principal structure, except for minor and commonplace accessory structures such as public utility installations, mail boxes, lamp posts and structures of a like nature.
- (6) Lot depth and width is determined through the subdivision process in Section 11-5-13 (b) (3) of these regulations.
- (7) Other permitted exceptions and encroachments into required setbacks and height limits are specified in Section 11-8-10 of this title.

~~(D) Additional District Standards:~~

- ~~(1) All single family dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20 feet, wood, brick, masonry, stucco or cosmetically equivalent exterior siding, and shall be mounted on a permanent foundation.~~
- ~~(2) All duplex dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20 feet per dwelling unit, wood, brick, masonry, stucco or cosmetically equivalent exterior siding, and shall be mounted on a permanent foundation.~~

Sec. 11-7-8. Planned Development (PD).

- (A) *Intent.* The intent of this Section is to encourage the development of tracts of land in accordance with an overall development plan by providing flexibility with respect to

dimensional requirements of residential units, ~~and to provide for procedures and requirements for multi-building residential development.~~

(B) *General Provisions.*

- (1) A planned development must be in substantial conformity with the City's Comprehensive Plan. ~~No development with more than one building, with one or more dwelling units therein, may be erected on a single lot, tract, parcel or site unless a PD Plan, providing therefore, is approved pursuant to this Section.~~
- (2) A minimum of 20 percent of the gross area of the planned development must be preserved as ~~parks or useable~~ open space, as defined in Section 11-15-2, provided, however, this ~~The 20% useable open space~~ requirement shall not apply to a proposed PD containing six or fewer units and processed under Subsection C(5).
- (3) Planned developments in the "RL" zoning district must consider and reasonably minimize adverse impacts on existing agricultural uses or other property in the area.
- (4) ~~Residences~~ Residential dwellings may be clustered, including the use of single-household dwelling, duplexes and ~~multifamily multi-household residences~~ dwellings.
- (5) Affordable housing, as defined in Sec. 11-15-2, may be included in a planned development.
- (5) Approval of a planned development by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the developer does not accept all conditions, that development must adhere to standard subdivision and zoning requirements.

(C) *Permitted Uses in a PD.*

- (1) Any use permitted in the underlying zone district, limited as to its status as a use by right, a conditional use, or a temporary use, unless otherwise limited or permitted on the PD plan.
Modular housing used for single family homes, duplexes or multiple family residences may be allowed in any zoning district, if approved as part of the planned development.

~~(2)~~

(D) *Administrative PD Procedure.* This procedure is applicable for planned developments containing six or fewer units:

- (1) All lots or tracts are adjacent to a dedicated and accepted public street;
- (2) The lots are part of a subdivision or PD plat that has been previously approved and/or accepted by the City and recorded in the Montrose County Records;
- (3) All improvements required by applicable City ordinances and regulations, including those related to PD Plans, are already in existence and available to serve each lot, or secured;
- (4) No part of the Administrative PD has been approved as part of an Administrative PD within three years prior to the date of submission of the Administrative PD plat;

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- (5) No material changes to prior restrictions or easements are proposed; and
 - (6) Provisions of Section 11-5-3 (B) through and including (E) of this Title shall apply.
 - (7) Approval of an Administrative PD by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the applicant does not accept all conditions, that development must adhere to standard subdivision or PD requirements, and proceed through the applicable approval process.
 - (8) Prior to any review of the Administrative PD, the applicant shall provide written consent of all property owners within the proposed Administrative PD plan area. To the extent only a portion of a prior-approved Administrative PD plan area is proposed to be amended by the Administrative PD Plan application, then only the consent of the property owners within such portion shall be required.

(9) Amendments to Administrative PD's may be submitted for review and approval in the same manner as the initial Administrative PD.

(E) *Dimensional Requirements, Densities.*

- (1) Dimensional requirements, except those relating to overall residential density, which would otherwise be required by the City Zoning Regulations, or other City regulations for the district affected, may be deviated from in accordance with the plan as approved, if the Review Board determines that such deviations are in compliance with the Comprehensive Plan and will promote the public health, safety and welfare.
- (2) The Review Board may impose conditions as necessary or appropriate. The total number of residential units shall not exceed the area of the site divided by the minimum lot sizes specified for the zoning districts included.

(F) *Review of Sketch, Preliminary and Final PD Plan.*

- (1) The sketch plan, preliminary plan and final PD plans shall be reviewed pursuant to the procedures and requirements for subdivisions as set out in Chapter 11-5 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process. For the approval of any preliminary PD Plan or a substantial amendment to a PD plan, a hearing shall be held before City Council.
- (2) Prior to any review of the Sketch, Preliminary and Final PD Plan, the applicant shall provide written consent of all property owners within the proposed PD plan area. For the purposes of this Section, "PD plan area" is the entirety of the territory proposed to be included in a PD plan; provided, however, that for applications for PD plan amendments, only the portion of the PD plan area being amended or affected shall constitute the PD plan area for such application for purposes of consent; nevertheless, all owners of property within the PD must be given notice of the public hearing at which the amendment is to be considered.

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- (3) Conditions may be imposed as appropriate to assure that the PD plan is consistent with the City's Comprehensive Plan and promotes the public health, safety and welfare.
 - (4) The plan shall show the location, size, number of dwelling units, and other uses, and shall further set out the location of all parks, open space, parking areas, streets, sidewalks, trails, bike paths and other improvements and structures. All information necessary to show compliance with the requirements of this Section shall be submitted. Where appropriate, in lieu of exact locations, numbers and sizes, parameters or limits may be set out.
 - (5) The PD Plan as approved shall be recorded.
 - (6) The final PD plan may be treated as a vested right pursuant to the procedure in 11-4-9.

(G) *Required Improvements.*

- (1) All PDs shall provide the same improvements as required for subdivisions in Chapter 11-5 of this Title, and security therefore shall be provided as set out in Section 11-5-12 of this Title.
- (2) All improvements shall be constructed in accordance with standard City design and construction specifications and standards, in substantial conformity with the PD plan, and in accordance with subdivision design standards as set out in Chapter 11-5 of this Title, except as modified by the PD plan.
- (3) An entity shall be established or provided for ownership and maintenance of all facilities and open spaces, which are approved for common ownership or not dedicated to the City.
- (4) Flexibility in the scope and design of required improvements and design standards may be allowed to provide for innovative urban design which promotes the public health, safety and welfare. A public street shall be dedicated to the City and developed at the developer's cost to provide direct access to each building with residential units or to the parking lot serving the building.

(H) *Enforcement and Amendments.*

- (1) The PD plan may be enforced in accordance with or in the same manner as the provisions of the Planned Unit Development Act of 1972, as amended, C.R.S. 1973, § 24-67-101 et seq., as amended or in any lawful manner. In addition, no occupancy permit shall be issued for any building unless all site improvements to serve that unit and any commonly-owned facilities have been completed and approved unless security for completion is provided substantially similar to the security required for subdivision improvements by 11-5-12 of this Title, except that cash must be placed in the escrow account prior to issuance of the occupancy permit.
- (2) Amended PD plans may be submitted for review and approval in the same manner as the initial PD Plan. An applicant for an Amended PD plan shall submit written consent of the property owners of the portion of the PD plan area to which the application applies, prior to and as a condition of the initiation of review of the application. Written consent from all property owners within the prior-approved PD plan area is not required as part of the Amended PD plan application. Advance notice of any review of

an Amended PD plan application by the Planning Commission shall occur pursuant to Chapter 11-5-4 of this Title, with the added requirement that advance written notice shall be provided to all property owners of record within the prior-approved PD plan area, in addition to all property owners of record adjoining or within 300 feet of the proposed Amended PD plan area.

Sec. 11-7-9. "REDO" Redevelopment Overlay Zoning District.

(A) Intent.

- (1) The "REDO" Overlay Zoning District is intended to alleviate certain hardships associated with redevelopment. The district is designed to encourage residential development and redevelopment of existing properties in the core downtown area, with allowances for increased densities compatible with the character of the area.
- (2) This overlay district allows reduced dimensional standards and a larger variety of housing types than the underlying zoning. Any development making use of the reduced dimensional requirements must meet all applicable criteria in this Section.

(B) Applicability.

- (1) ~~The "REDO" Overlay Zoning District is an optional set of provisions, which may be utilized by owners of property within the boundaries of said district.~~ The boundaries of the "REDO" Overlay Zoning District shall be as set forth by ordinance of the City Council, may be shown on the City's Official Zoning Map, and shall be fixed in the manner prescribed by Section 11-7-3.

~~The purpose of the "REDO" Overlay Zoning District is to alleviate certain hardships associated with the redevelopment of lots or parcels included within the area platted as lots and blocks on the "Map of Montrose, Colorado with Additions and subdivisions" dated April, 1911; applications to re-zone lots or parcels, other than those included on said plat, for the purpose of including them in the "REDO" Overlay Zoning District, shall be denied.~~

- (2) The "REDO" Overlay Zoning District's provisions shall not be applicable to any property within the boundaries of said district, unless the owner of property therein shall deliver written notice to the City, in the manner set forth at subsection 11-7-9(C) of this Section, on forms acceptable to the City, of said owner's intent to utilize the "REDO" Overlay Zoning District.
- (3) When selected by a property owner in the manner set forth herein, the "REDO" Overlay Zoning District shall supersede the provisions of the underlying zone for all matters addressed by said "REDO" Overlay Zoning District's provisions; the provisions of the underlying zone shall control all matters not addressed by the "REDO" Overlay Zoning District's provisions.
- (4) Any requests for use of these "REDO" Overlay Zoning District provisions that involve private use of City property, including rights-of-way, shall be entirely subject to the City's discretion, and shall also be subject to the City's ordinances and regulations pertaining to encroachments and permits for the same

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- (5) The provisions of the "REDO" Overlay Zoning District shall have no effect whatsoever unless selected in the manner set forth herein.

(C) Procedure.

- (1) Use of the REDO District is initiated by filing an application in the form maintained by the Community Development Department and payment of the application fee.
- (2) The application shall be reviewed as a minor site development plan under the procedure in Section 11-8-1[I]. In the event the application also proposes to subdivide real property, a minor subdivision under Section 11-5-3 shall be applied for and processed at the same time.

~~Any requests for use of these "REDO" Overlay Zoning District provisions that involve private use of City property, including rights of way, shall be entirely subject to the City's discretion, and shall also be subject to the City's ordinances and regulations pertaining to encroachments and permits for the same.~~

(D) Standards.

- (1) All applications shall be subject to the development standards below. To the extent these standards are inapplicable, the standards of the underlying zone apply.
- (2) Minimum Lot Size: Lots shall be no less than 2,075 square feet in size.
- (3) Minimum setbacks are as follows: 5 feet side, rear, and front yard setbacks. See also Section 11-7-7 (C) 5.
- (4) Height: The height of a building shall be as set forth in the underlying zone.
- (5) Accessory Dwelling Units in the REDO District:
 - (a) ADU's within the REDO District shall comply with the requirements and standards set forth in Section 11-11-5 with the exception of the ADU size limitations in 11-11-5 (2), and provided that ADU's may be conveyed separately from the primary dwelling unit.
 - (b) Lots with ADU's shall be no less than 3,125 square feet.
 - (c) An ADU shall not be subject to the 30 percent rear yard area coverage maximum.
- ~~(6) The term "accessory dwelling unit" means, for the purposes of this Section, the residential dwelling unit on a lot closest to the alley or rear of said lot; mobile homes, park models, and travel homes shall not be included within the definition of the term "accessory dwelling unit." An accessory dwelling unit shall have no setback requirement, and shall not be subject to the 30 percent rear yard area coverage maximum. However, a ten-foot separation shall be required between the building lines of the primary structure and the accessory dwelling unit.~~

(FE) Design Criteria, made applicable to all lots, regardless of size, within the "REDO" Overlay Zoning District.

- (1) All lots within the "REDO" Overlay Zoning District shall be required to have not less than ten feet of street frontage. It is contemplated that lots having a "panhandle" shape may be allowed.

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- (2) If an alley is present, any garage shall be set back a minimum of five feet, when practicable, from the nearest right-of-way line of said alley.
 - (3) Please refer to Section 3-5-12(A)(1) of the Official Code of the City for the water Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new water service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
 - (4) Please refer to Section 3-5-12(G)(4) of the Official Code of the City for the sewer Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new sewer service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.

(~~GF~~) Variances. Variance applications may be considered as to any requirements set forth in Subsections (~~FD~~) and (~~GE~~) of this Section. Use of the "REDO" Overlay Zoning District is expressly declared to be elective on the part of the property owner, and is entirely at the property owner's discretion.

(~~D~~) ~~Lots equal to 6,250 square feet or greater. For lots within the "REDO" Overlay Zoning District having a size equal to 6,250 square feet or greater, the following provisions shall apply:~~

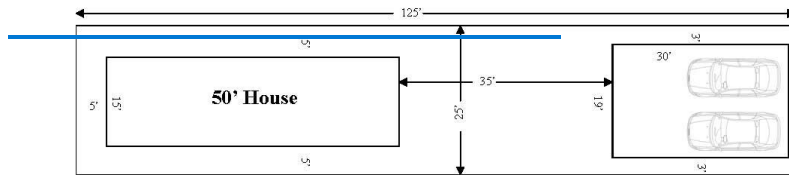
- (1) ~~Additional Uses by Right. One accessory dwelling unit shall be allowed in addition to the primary dwelling unit. The accessory dwelling unit may be located in a detached manufactured home structure. The detached structure must meet all other applicable dimensional standards in the underlying zoning district, except as modified by this Section, as well as all building, and other codes.~~
- (2) ~~One off-street parking space shall be required for each dwelling unit, except for those located within an underlying "B-1" zoning district. For properties located within an underlying "B-1" zoning district, the City may require that residential parking spaces be leased to provide adequate parking, in the City's sole discretion.~~

(~~E~~) ~~Lots less than 6,250 square feet, but greater than or equal to 2,075 square feet. For lots within the "REDO" Overlay Zoning District having a size of less than 6,250 square feet, but greater than or equal to 2,075 square feet, the following provisions shall apply:~~

- (1) ~~Uses by Right. Single-family homes and manufactured homes.~~
- (2) ~~Setbacks. Five foot side setbacks.~~
- (3) ~~Height. The height of a building shall be as set forth in the underlying zone.~~
- (4) ~~One off-street parking space shall be required for each dwelling unit, except for those located within an underlying "B-1" zoning district.~~

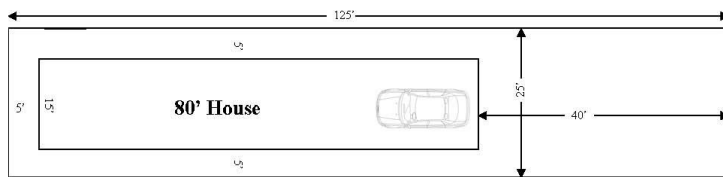
(~~G~~) ~~The subdivision of lots in configurations substantially similar to those shown in Figure 7.3, Figure 7.4, and Figure 7.5 shall be acceptable in the "REDO" Overlay Zoning District.~~

Figure 7.1 Potential Layout with a Detached Two-Car Garage



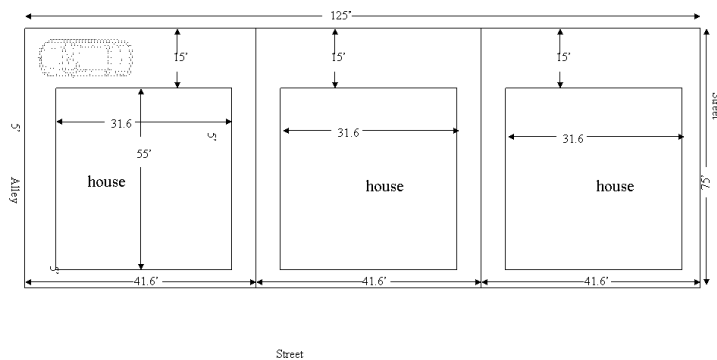
- This conceptual site plan shows a possible layout with a detached two-car garage
- Actual dimensions may vary from those shown
- Note: Three-foot garage setback is not allowed on corner lots

Figure 7.2 Potential Layout with an Attached One-Car Garage



- This conceptual site plan shows a possible layout with an attached one-car garage
- Actual dimensions may vary from those shown.

Figure 7.3 Potential Subdivision on a 75' Corner Lot



Drawing not to scale.

Figure 7.4 Potential Subdivision on a 50' Corner Lot

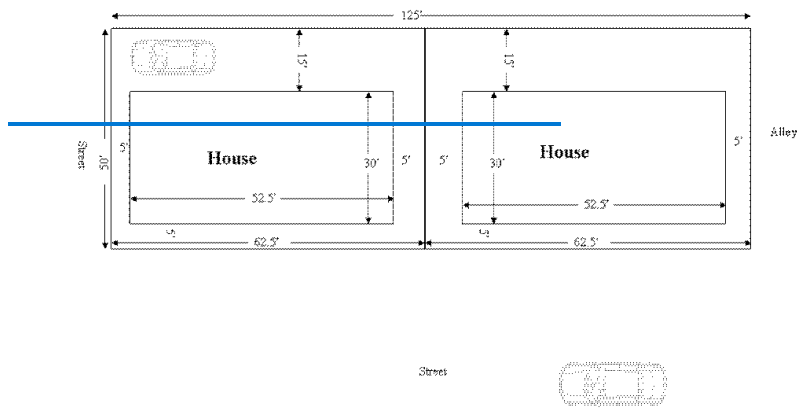
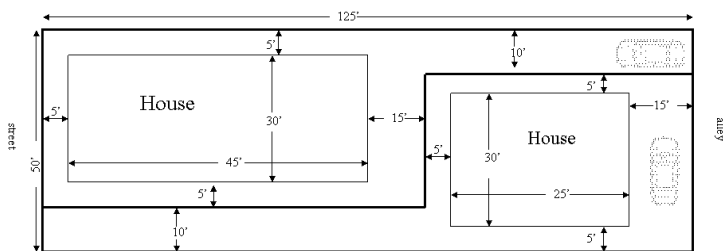


Figure 7.5 Potential Subdivision on a 50' Lot



Drawing not to scale.

Sec. 11-7-10. Uncompahgre River Buffer Overlay Zone.

The Uncompahgre River Buffer Zone (URBZ) applies to all land lying within 100 feet of the HWM of the Uncompahgre River, as defined above. The standards of the URBZ and its two sub-areas are not applicable to parcels to which stricter standards may apply via separate agreements (e.g., a pre-annexation agreement).

- (1) The purpose of the URBZ is to establish minimal acceptable requirements for the design of buffers to protect the Uncompahgre River, its wetlands, and floodplains within the City limits; to protect the water quality of the Uncompahgre River within said jurisdiction; to protect riparian and aquatic ecosystems within said jurisdiction; and to provide for the environmentally sound use of land resources within said jurisdiction. Nothing in this Section shall be used as consideration in a pre-annexation agreement or in a negotiation for annexation of land into the City.
- (2) Measurement of the 100 feet URBZ, the two sub-areas within it, and all other related measurements shall be taken as follows: distance is measured horizontally from the HWM, as defined herein, to the location in question. The HWM location used for any

given measurement shall be taken from the side of the river closest to the building or other development in issue.

- (a) The following graphic illustrates how to measure the URBZ:
- (b) The URBZ provisions shall apply to:
 - (i) Any new development requiring a building permit, except for additions less than 20 percent of the existing building size that do not include any changes to an existing parking lot;
 - (ii) Any new development requiring site development approval;
 - (iii) Subdivision or the division of a tract or parcel of land into two or more parcels;
 - (iv) The improvement of property for any purpose involving construction;
 - (v) Combination of any two or more lots, tracts, or parcels of property for any purpose;
 - (vi) Placement of temporary structures that do not require a building permit or site development plan from the City;
 - (vii) The preparation of land for any of the above purposes.
- (c) Specific submittal requirements are listed in Appendix One. Upon submittal of the complete application, with all supporting documentation as may be required, ~~the~~ City ~~land-use~~ staff shall provide a review of the same. Following City ~~land-use~~ staff review, administrative approval may be granted if the development proposal is an allowed use in the URBZ or applicable URBZ sub-zone, or is a use by right in the URBZ or applicable URBZ sub-zone, and meets all applicable standards. Development proposals which are not allowed uses or uses by right in the URBZ or applicable URBZ sub-zone, or do not meet all the applicable standards, shall be forwarded to the City Planning Commission for review and approval, under procedures set forth below, accompanied by any comments and recommendations from ~~the~~ City ~~land-use~~ staff.
- (d) All proposals shall identify on a site plan the designated Disturbance Envelope for that portion of the project that is proposed to encroach into the URBZ.
- (e) The applicant shall mark and identify the Disturbance Envelope on the ground in the field and shall maintain construction barrier fencing around the entire perimeter of the Disturbance Envelope throughout the period of construction, until final landscaping is completed. The applicant shall ensure that all surface disturbances are contained within the designated and marked Disturbance Envelope.
- (f) The URBZ consists of two sub-areas, as follows:
 - (i) Streamside Zone. This area is intended to preserve the natural riparian environment. In order to accomplish this goal, there is hereby established a 40-foot buffer area, measured as described above from the HWM. Development in the Streamside Zone is subject to all other applicable

permits. Setbacks created herein for the Streamside Zone are in addition to any setbacks which may be applied through the underlying zoning of a parcel.

- (1) The following are subject to a 40-foot setback from the HWM (i.e., the following shall not be placed or performed within the 40-foot Streamside Zone):
 - (a) Planting of non-native grass turf;
 - (b) Removal of native vegetation;
 - (c) Erection of fences;
 - (d) Construction of hard-surfaced trails that parallel the river;
 - (e) Construction of buildings, other than irrigation pump houses;
 - (f) Construction of parking lots (paved or gravel);
 - (g) Construction or installation of lighting fixtures;
 - (h) Construction or installation of engineered/structural water runoff treatment facilities (such as concrete vaults);
 - (i) Concrete rip-rap;
 - (j) Construction or installation of any other facility not listed in the allowed uses below, and not reasonably compatible with the riparian environment.
 - (2) The following actions, or construction of the following facilities or structures, are permitted within the 40-foot Streamside Zone:
 - (a) Government buildings and facilities;
 - (b) Hard-surfaced trails roughly perpendicular to the river;
 - (c) Soft-surfaced trails (crushed gravel, etc.) whether parallel or perpendicular to the river;
 - (d) Irrigation facilities (including pump houses);
 - (e) Boat put-ins (boat ramps should be soft-surfaced);
 - (f) Planting of native vegetation;
 - (g) Bank stabilization, and river or wildlife habitat restoration;
 - (h) Other uses may be permitted that are directly related to the river, and that do not conflict with the intent of this Section.
 - (3) Exceptions to the above regulations for the Streamside Zone shall be granted or denied through the variance procedures set forth in Section 11-7-13.
- (ii) Outer Zone. This area is intended to serve as a buffer between the Streamside Zone, and areas outside the URBZ. Most uses allowed within the underlying

zoning district are permitted within the Outer Zone, though certain uses have specific performance standards.

- (1) Uses by right in the Outer Zone:
 - (a) Water runoff treatment structures using swales, native vegetation, and similar measures;
 - (b) Government buildings and facilities;
 - (c) Fences which allow the passage of wildlife; said fences shall be designed as follows:
 - (i) No more than 40 inches in height;
 - (ii) A smooth bottom wire at least 16 inches above ground;
 - (iii) At least 12 inches between the top two wires;
 - (iv) No sharp edges, barbs, or similar devices are permitted;
 - (v) Sheep or woven-wire and wrought-iron style fences with spiked tips are not permitted.
 - (d) Landscaping employing native vegetation types and compatible with the riparian environment;
 - (e) Single-family household detached homes dwellings;
 - (f) Recreation trails (all types);
 - (g) Buildings and facilities complying with the underlying zoning district and complying with all of the following performance standards:
 - (i) Structures with windows occupying a minimum of 50 percent of the linear river frontage of the building; and
 - (ii) At least one public entrance directly facing the river; and
 - (iii) Outdoor common areas, seating and/or dining areas; and
 - (iv) High quality building finishes such as brick or stone, or earth tone colors having matte finishes; and
 - (v) Well concealed trash dumpsters; and
 - (vi) Total building facade length shall be less than 50 feet in length parallel to the river; and
 - (vii) Buildings and facilities complying with these performance standards are exempt from the river buffer screening requirements set forth below;
 - (viii) Single-family household homes detached dwellings are exempt from these performance standards, except for Subsection (2) (f) (ii) (1)(c) of this Section, as well as the Outer Zone performance standards set forth below.

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- (2) The following uses shall not be considered a use by right in the Outer Zone, and are subject to review as Conditional Uses under Section 11-7-6 (B) and Chapter 11-4 of this Title:
- (a) Loading docks;
 - (b) Landscaping with non-native vegetation;
 - (c) Engineered or structural water runoff treatment facilities (such as concrete vaults);
 - (d) Other industrial uses;
 - (e) Water treatment facilities employing structural vaults or similar technology are not permitted within the Outer Zone;
 - (f) Parking lots, whether paved or gravel;
 - (g) All other uses not listed in this Subsection.
- (3) Outer Zone Performance Standards. If the use or structure does not meet the performance standards in Subsection (2) (f)(ii) (1)(g) of this Section, the following shall be required:
- (a) A minimum 30-foot-wide vegetated buffer with extensive vertical plantings of native vegetation. Said vegetated buffer shall not overlap the 40-foot Streamside Zone.
 - (b) Tree height at maturity shall be as high or higher than the buildings being screened, and vegetation at maturity shall obscure any buildings or other facilities to the maximum extent possible.
 - (c) Said vegetated buffer shall be contiguous to the Streamside Zone, and located between the Streamside Zone, and any parking lot or building.
- (4) General Standards Applicable within the Outer Zone.
- (a) Removal of native vegetation is discouraged. Where removal of native vegetation is unavoidable, the removed area shall be mitigated by planting replacement native vegetation, at a minimum 1:1 ratio (measured in square feet, with a result that an equal amount of vegetation is planted, as was removed) within the URBZ.
 - (b) All setbacks oriented toward the river, applicable to or within the Outer Zone, shall be measured from the boundary line between the Streamside Zone, and the Outer Zone.
 - (c) For those zoning districts underlying the URBZ with no side or rear setbacks, the minimum side or rear setbacks shall be ten feet.
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- (d) New buildings, expansions to existing buildings, or parking lots, or driveways shall have a minimum setback of 20 feet from an existing or proposed trail or path.
 - (5) Exceptions to the standards and requirements regarding the Outer Zone shall be approved or denied through the procedures applicable to Conditional Uses, as set forth in Section 11-7-6 (B) and Chapter 11-4 of this Title.
 - (6) The following uses and structures are prohibited within the URBZ and its two sub-areas:
 - (a) Confined animal feedlots;
 - (b) Storage of hazardous materials or chemical fuels;
 - (c) Aboveground or underground petroleum storage facilities;
 - (d) Septic systems;
 - (e) Solid waste landfills;
 - (f) Junkyards, and salvage yards;
 - (g) Land application of biosolids;
 - (h) Subsurface discharges from wastewater treatment plants.
 - (7) All development within the URBZ shall obtain all applicable local, state and federal permits prior to undertaking any construction or land-disturbing activity.
 - (8) The provisions of the URBZ shall supersede the provisions of the underlying zone, and any other applicable overlay zone, when the provisions of the URBZ are more restrictive.

Sec. 11-7-11. Nonconforming uses, lots and structures

- (A) Any use, building or structure which at the effective date of the ordinance from which this Title is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Title is derived, was lawfully existing and maintained in accordance with the previously applicable County or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Chapter, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Section. Uses, structures, or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.
- (B) If a use, building or structure is lawfully nonconforming in that it is not a use by right, or a conditional use which has been approved pursuant to the review provisions of Sections 11-7-6 (B) and 11-4-2 of this Title, the following shall apply:
 - (1) If the building or structure involved in the use is destroyed or damaged so that repair or reconstruction will cost more than 50 percent of the fair market value of the building or

structure after repair, it shall no longer be lawful to use the building or premises except in compliance with the use regulations for the district within which it is located.

- (2) If the nonconforming use is abandoned or discontinued for a period of six months, then the premises may only be used in compliance with the use regulations for the district within which it is located.
 - (3) The use may be continued only substantially as its effective date of the ordinance from which this Chapter is derived or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the review procedure provided in Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6 (B) will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Section.
 - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6 (B) will be met.
- (C) If the use, building or structure is in compliance with the use regulations for the district within which it is located and is nonconforming only with respect to dimensional requirements, off-street parking requirements, or the regulations governing fences, hedges, walls, or canopies, the following provisions shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected for any length of time, such nonconformity may not be re-established.
 - (2) If the building or structure is damaged so that the cost of replacing or restoring it is greater than 50 percent of its fair market value after replacement, the building or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be re-established by any repair or reconstruction, unless it is unfeasible to repair the building without re-establishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degrees of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degrees or amount of deviation from the requirements of this Chapter.
- (D) Nonconforming lots of record.
- (1) In any district in which single-family household detached dwellings are permitted, a single-family household detached dwelling residence and customary accessory buildings may be erected on any single lot of record, provided that the lot is in separate ownership and not of continuous frontage with other lots under the same ownership. This provision shall apply even though the lot fails to meet the dimensional

requirements of the district in which it is located for area, width or both; provided, however, that the requirements of the district for minimum yard dimensions and lot coverage shall be met.

- (2) If two (2) or more lots or combinations of lots and portion of lots with continuous frontage in single ownership are of record, and part or all of the lots do not meet the requirements of the district in which they are located as to minimum area or frontage or both, the property together shall be considered to be an undivided parcel and no portion of the parcel shall be sold or used in a manner which diminishes compliance with minimum lot width and area requirements.

- (E) This Section shall not apply to signs. Nonconforming signs shall be governed by the provisions of Section 11-10-3 of this Title.

Sec. 11-7-12. Rezoning.

(A) Rezoning.

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
- (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan; or:
 - (i) The existing zoning is erroneous; or
 - (ii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
- (2) Rezoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. The rezoning shall be reviewed for compliance with the criteria of this Subsection in accordance with the review procedures of Chapter 11-4 of this Title. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The City Council may initiate rezoning on its own motion, in which case the Council shall hold a hearing either in conjunction with second reading of a rezoning ordinance, or separately, in substantial compliance with the review procedures of Chapter 11-4 of this Title.
- (3) The City shall not impose conditions on a rezone unless otherwise required by this Title.

(B) Zoning of Additions.

- (1) The zoning of additions for all property annexed to the City not previously subject to City zoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. Proceedings concerning the zoning of property to be annexed may commence at any time prior to the effective date of the annexation ordinance, or thereafter as allowed by law. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse

it. The zoning of additions shall be subject to the review procedures of Chapter 11-4 and standards of Section 11-7-4 of this Title, and shall be allowed only upon findings as follows:

- (a) The amendment is not averse to the public health, safety and welfare; and
- (b) The amendment is in substantial conformity with the Comprehensive Plan.

or

- ⊕ Such zoning is compatible with conditions in the area, which have changed materially since the Comprehensive Plan was last updated.

- (2) The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.

(C) *Legislative Zoning.* Comprehensive review and re-enactment of all or a significant portion of the Official Zoning Map shall be a legislative action, and shall not be subject to the review procedures of Chapter 11-4 of this Title or any criteria set out in this Section.

(D) *Enactment by Ordinance.* No amendment, addition to or re-enactment of the Official Zoning Map shall become effective until enacted by an ordinance.

[~~\(Ord. No. 2626, § 3\(Ex. A\), 5-16-2023\)~~](#)

Sec. 11-7-13. Variances.

(A) The Planning Commission may grant a variance from the requirements set out in this Chapter, if it determines, following the review procedures of Chapter 11-4 of this Title, that the criteria of this Section will be met. Provided, however, no variance shall be granted from provisions restricting uses by right, accessory and conditional uses within any zoning district.

(B) Variances shall be granted only if all the following criteria are met:

- (1) The variance will not adversely affect the public health, safety and welfare.
- (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property, and violations of code shown by clear and convincing evidence that they were made in good faith, which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.
- (3) The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their or his predecessors in interest.
- (4) The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.
- (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.

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- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) Variances shall be granted for sign regulations only if all of the following criteria are met, in lieu of the criteria of Subsection (B) of this Section.
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) The variance requested is the minimum variance that will afford relief.
 - (3) The variance will not result in signage incompatible with other properties in the area and will not affect or impair the value, use or development of such properties.
 - (4) Strict compliance with the regulation presents practical difficulties or unnecessary hardships, and the variance sought falls within the spirit of the sign regulations (Chapter 10 of this Title) as a whole.

CHAPTER 11-8. SITE DEVELOPMENT STANDARDS

Sec. 11-8-1. Site development plan required.

- (A) No building permit for new construction shall be issued until a site development plan has been approved pursuant to this Section, except for:
- (1) Single-~~family household~~ and ~~duplex~~ residences;
 - (2) Farms or ranches;
 - ~~(3) Any building addition less than 25 percent of the existing building size and less than 4,000 square feet; or~~
 - (3) Airport facilities subject to superseding federal regulations relative to site development.
 - (4) Parking lot resurfacing; not including additional parking spaces
- (B) Site Development Plan – Minor Development

The following activities are reviewed as Minor Site Plan developments. Unless listed in this Subsection 11-8-1(B), -or exempt under Subsection (A) above, the activity is reviewed as a Major Site Plan development under Subsection (C) below. Review and decision of Minor Site Plan developments shall be administrative only, as set forth in Section 11-4-2, Table 4.1.

- (1) A duplex dwelling
- ~~(2) A REDO project within the REDO District.~~An accessory dwelling unit in accordance with Section 11-11-5 of this Title
- (3) A new, non-habitable structure of up to 1,000 gross square feet if water and sewer services are not provided and if no structures currently exist on the parcel
- (4) An addition of up to 1,000 gross square feet to an existing structure, or a new structure up to 1,000 square feet on a lot with one or more existing structures
- (5) An existing unpaved parking lot or existing unpaved work area to be paved with asphalt or concrete
- (6) Developments determined by the ~~Director~~City Manager to qualify as a Minor Site Plan development in consideration of the standards and scope of this Subsection (B).

(C) Site Development Plan – Major Development

- (1) Any proposed development that exceeds the criteria for a Minor Site Plan in Subsection (B) and that is not exempt in Subsection (A) is required to be reviewed through the Major Site Plan process. Review and decision shall be as required by Section 11-4-2, Table 4.1.

(D) Site Development Plan – Requirements for All Developments

- (1) A site development plan shall be submitted with an application form provided by the City and fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual. The site development plan and application ~~shall~~can be submitted concurrent

with a building permit application. The City Manager is authorized to waive any of the following requirements, as appropriate, for a minor site development plan.

- (2) The site development plan shall comply with all required subdivision improvement and design standards of this Title, and the engineering specifications of Chapter 9 of the Montrose Regulations Manual, as applicable.
 - (a) All improvements shall be constructed in accordance with the City Construction Standards.
 - (b) Required improvements shall include the installation of new, or repair of damaged, curb, gutter, and sidewalk along abutting streets. In those cases where the grade for curb, gutter and sidewalk cannot be established by the City or immediate construction is impractical, a recordable covenant binding the property to pay for such improvements may be accepted by the City in lieu of immediate construction of the curb, gutter or sidewalk.
 - (c) Any improvement, the construction of which has been secured pursuant to the subdivision regulations in Chapter 5 of this Title or by other contract, need not be provided as part of the site development plan.
- (3) Following review, revision and approval by the City, the site development plan as approved by the City shall be revised in final form, stamped with City's approval and filed with the City. Thereafter a building permit may be issued.
- (4) No occupancy permit shall be issued until the required improvements are constructed and approved by the City in compliance with the approved site development plan or secured for completion, and a recordable maintenance covenant running with the land on forms provided by the City is executed, approved by the City and recorded.
- (5) All required improvements and landscaping shall be maintained in good repair and safe condition. Violation of this provision is hereby declared to be a nuisance which may be abated by the City in any lawful manner.
- ~~(B) A site development plan shall be submitted with an application form provided by the City and fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual. The site development plan and application shall be submitted concurrent with a building permit application.~~
- ~~(C) The site development plan shall comply with all required subdivision improvement and design standards of this Title, and the engineering specifications of Chapter 9 of the Montrose Regulations Manual, as applicable.~~
 - ~~(1) All improvements shall be constructed in accordance with the City Construction Standards.~~
 - ~~(2) Required improvements shall include the installation of new, or repair of damaged, curb, gutter, and sidewalk along abutting streets. In those cases where the grade for curb, gutter and sidewalk cannot be established by the City or immediate construction is impractical, a recordable covenant binding the property to pay for such improvements may be accepted by the City in lieu of immediate construction of the curb, gutter or sidewalk.~~

~~(3) Any improvement, the construction of which has been secured pursuant to the subdivision regulations in Chapter 5 of this Title or by other contract, need not be provided as part of the site development plan.~~

~~(D) Following review, revision and approval by the City, the site development plan as approved by the City shall be revised in final form, stamped with City's approval and filed with the City. Thereafter a building permit may be issued. Site Development Plan Requirements for All Developments:~~

~~(E) No occupancy permit shall be issued until the required improvements are constructed and approved by the City in compliance with the approved site development plan or secured for completion, and a recordable maintenance covenant running with the land on forms provided by the City is executed, approved by the City and recorded.~~

~~(F) All required improvements and landscaping shall be maintained in good repair and safe condition. Violation of this provision is hereby declared to be a nuisance which may be abated by the City in any lawful manner.~~

~~(GE)~~ Variances by the Planning Commission may be granted from the requirements of this Section if it determines that all the following criteria are met:

- (1) The variance is requested for an addition to an existing building or construction of a purely accessory structure.
- (2) The variance will not adversely affect the public health, safety or welfare.
- (3) The addition or structure will have a de minimis effect on traffic, parking and drainage.
- (4) The variance requested is the minimum variance that will afford relief.
- (5) The variance will not result in development incompatible with other property or buildings in the area and will not affect or impair the value, use or development of other property.
- (6) Strict compliance is technically infeasible or the cost of the required site improvements is substantially more than the cost of the addition or structure or the scope of the addition or structure is insignificant with respect to the structures already on the premises.

~~(HF)~~ Following approval of a site development plan, requests for amendments may be filed with the City and shall be reviewed in accordance with the provisions [applicable to the form of development as set forth in this Section](#).

Sec. 11-8-2. Drainage system.

- (A) This Subsection is intended to ensure that planning and design of drainage systems shall not be such as to transfer the problem from one property to another or to create a more hazardous or damaging condition downstream.
- (B) Drainage shall be shown on the ~~Site~~ [site Development development Planplan](#), and shall be prepared by a licensed, professional engineer for proposed development sites above one acre in area, or when natural or existing drainage patterns are significantly altered, or when concentration of flow off-site is proposed, or when large impervious surfaces such as parking lots are proposed.

- (C) Design of all improvements shall conform to City standards for storm drainage systems, including but not limited to Section 11-5-13 of this Title [and Colorado Department of Public Health and Environment Municipal Separate Storm Sewer System \(MS4\) permit requirements](#). Whenever possible, the flow shall be routed to a natural drainage or City storm drainage facility. All drainage systems designed to drain water from private property to City rights-of-way shall be approved by the City.
- (D) Design of drainage systems shall be based on the level of protection required for various land uses; major drainage systems shall be based on the runoff expected from the 100-year storm, unless otherwise determined by the City. Drainage from a development shall not increase erosion or increase flooding problems in the receiving drainage. Drainage shall not degrade the quality of surface and groundwater by increasing sedimentation or by introducing other detrimental constituents.
- (E) When a proposal would result in the alteration of natural or existing drainage patterns or the concentration of flow, an analysis prepared by a professional engineer must be, provided that demonstrates receiving drainage ways (either natural or manmade) have sufficient capacity to convey the altered flows without causing increased damage, hazard, or liability. The analysis shall address cumulative drainage effects, not only from the development but also from other development within the same drainage basin. The concentration of flow or alteration of drainage patterns must not result in increased erosion to downstream properties.
- (F) Acquisition of all permits required by state and federal authorities for work to be done within or adjacent to an established waterway, irrigation canal, drainage system, or designated floodplain or floodway is the sole responsibility of the applicant. A copy of these permits shall be attached to the application.

Sec. 11-8-3. Off-street parking.

- (A) *Intent.* The intent of off-street parking requirements is to alleviate the need of residents, customers, employees or visitors of any use to park on the street in order to improve the safe and convenient movement of traffic on City streets.
- (B) *Off-Street Parking.* Each lot or leased premises shall provide a minimum number of off-street parking spaces as specified in Table 8.1. If a use is not identified in the table, the City [Manager](#) may determine the required minimum number of parking spaces [based on 1\) the size and operational characteristics of the proposed use in comparison to other listed uses and 2\) the need to provide adequate off-street parking to prevent traffic congestion on adjacent streets or overflow commercial parking in nearby residential neighborhoods.](#)

Table 8.1

Minimum Number of Off-Street Parking Spaces by Use

Single-Family Homes Household Detached and Duplex Dwellings, Tiny Homes and Manufactured Homes	Two Spaces per Dwelling Unit
Multifamily (three units and above) Single-Household Attached, Triplex, Fourplex and Multi-Household Dwellings	One and a half spaces per dwelling unit

<u>Accessory Dwelling Units (ADU's)</u>	<u>One space per ADU</u>
Assemblies, including, but not limited to, places of worship, other Religious assemblies <u>Assemblies, movie theatres</u> Theatres, performance theatres, entertainment venues, and funeral <u>Funeral homes</u>	One parking space for every six seats in main seating area or one parking space per 50 square feet if not permanent seating
Hospitals, Group Homes, Skilled Nursing and Assisted Living Facilities	One parking space for every three resident or patient rooms
<u>Large Retail Stores</u> Developments, Retail Sales and Personal Service Establishments, General Offices, General Business	Buildings under 10,000 square feet: One parking space per 250 square feet of gross floor area
	Buildings over 10,000 square feet: One parking space per 300 square feet of gross floor area
Restaurants, <u>taverns</u> and lounges <u>bars</u> ; including restaurants with counter service	One parking space per 100 square feet of gross floor area
Drive-in and Drive-through Business, <u>or drive-in or drive through associated with a business.</u>	One parking space per 100 square feet of gross floor area, plus adequate <u>Adequate</u> room off-public right-of-way for four cars queuing at the window and behind the ordering location
Car Wash	One parking space for every bay, plus adequate room off public right of way for two cars queuing in front of each bay
Car Rental and Leasing	One parking space per 1,000 square feet of gross floor area
Car Dealerships and Automobile <u>Vehicle Sales, Rental, Repair or Service Establishment; Manufactured Home, Tiny Home, and or Travel Home Sales or Service Establishments</u>	One parking space per 375 square feet of sales and service building gross floor area
Day Care <u>Child Care Facility</u>	One parking space per 375 square feet of gross floor area, <u>plus adequate room off-public right-of-way for cars queuing at child pick up/drop off location</u>
<u>Elementary and Middle Schools</u>	<u>One parking space per classroom, plus adequate room off-public right-of-way for cars queuing at student pick up/drop off location</u>
<u>High Schools</u>	<u>Six parking spaces per classroom</u>
Building Material and Lumberyard Businesses	One parking space per 375 square feet of sales and service building gross floor area

Hotels and Motels	One parking space for every guest room, plus one parking space per 600 square feet of meeting/conference area
Bed and Breakfasts	One parking space for every guest room, plus two parking spaces for each dwelling unit
Gas Stations, Auto Service Shops	Four parking spaces, plus one parking space for every enclosed auto stall
Bowling Alleys <u>Indoor Private Recreational Facility</u>	Two and a half spaces per every 1000 square feet of gross floor area
Medical <u>and Veterinary</u> Clinics and Offices	Three parking spaces for each examination room
All Industrial; Wholesale Industrial Uses; <u>Commercial Greenhouses</u>	One parking space per 1,000 square feet of gross floor area
REDO District (Separate Application Required)	One space per dwelling unit
<u>All Uses in</u> B-1 District	No off-street parking required

(C) *Bicycle Parking.*

- (1) Bicycle parking is encouraged. Inverted "U" racks and "hitching post" styles are the most versatile and consume the least amount of space. Each "U" or "hitching post" rack is considered to provide two bicycle parking spaces.
- (2) Upon the approval of the City Manager, The the required vehicular parking may be reduced by one vehicular space for each six bicycle spaces provided.
 - (a) Racks and other fixtures must be securely affixed to the ground and allow for the bicycle to be locked and chained. The design of bicycle racks and fixtures may be included in final site plans and should be separately marked.
 - (b) Bicycle parking spaces shall be located within 75 feet of the primary entrance to the building. Areas used for bicycle parking spaces shall provide an all-weather surface, have adequate drainage, and lighting. Bicycle parking may not be located where it would impede pedestrian movement.
- (3) Bicycle parking spaces shall be a minimum six feet in length. Bike racks shall be separated a minimum of 30 inches side to side. Where more than one row of bicycle parking is provided, rows of bicycle parking shall provide a 48-inch minimum aisle.

(D) *General Requirements.*

- (1) Parking spaces shall be sized and designed in accordance with standard City specifications, and the provisions of the site development requirements of this Section. All spaces and maneuvering areas shall be paved and maintained in good and safe condition, subject to the following exceptions:
 - (a) Spaces required for employee parking in industrial zoning districts need not be paved if:

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- (i) The employee parking area is delineated and physically separated from the general public parking areas;
 - (ii) The employee parking area conforms to City specifications for street sub-base and base course, per plans to be approved by the City Engineer; and
 - (iii) General public parking and access areas (including alley access areas as appropriate) in all cases shall be paved in accordance with City specifications.
 - (b) Equipment yards and storage areas in commercial and industrial zoning districts need not be paved if:
 - (i) Such areas are delineated and physically separated from general public parking areas;
 - (ii) The equipment and storage areas conform to City specifications for street sub-base and base course, per plans to be approved by the City Engineer; and
 - (iii) General public parking and access areas in all cases shall be paved in accordance with City specifications.
 - (c) Driveways or parking/maneuvering areas directly adjacent and accessing an unpaved ~~public right-of-way~~ City street need not be paved.
 - (2) Variances to these requirements shall only be allowed in strict accordance with the provisions of Section 11-7-13 of this Title. ~~All variances shall require a restrictive covenant, enforceable by the City, to be recorded on forms approved by the City, limiting the use of the property accordingly.~~
 - (3) Shared parking lots are allowable as long as the aggregate spaces required are provided, and a recorded covenant or lease agreement or plat restriction, on forms approved by the City, allows for exclusive use of the parking by the premises, and further allow the City to enforce maintenance of the parking area.
 - (4) Off-street parking requirements may be subject to partial credit of one space for every two spaces of lawfully developed on-street parking within the public right-of-way adjoining the premises, on local and collector streets, in accordance with the provisions of Section 4-1-13 of the City Code.
 - (5) Parking spaces shall not be in a front yard setback, except for parking in driveways for single-household or duplex dwelling structures. In no case shall parking be allowed in the area between a sidewalk and curb or edge of pavement.
 - (6) Tandem parking (a vehicle parking directly behind another) may be counted towards meeting the required minimum off-street parking for a residential use provided that each pair of tandem spaces serving residential dwelling units is assigned to the same dwelling unit.
 - (7) Any parking space served by an EV charging station or used to site EV charging equipment shall be counted as one standard automobile parking space. Any van-accessible parking space that is designed to accommodate a person in a wheelchair, is served by an electric vehicle charging station and is not designated as parking reserved
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for a person with a disability under CRS 41-4-1289, shall be counted as at least two standard automobile parking spaces.

(E) *Site Development Requirements.*

- (1) Unobstructed vehicular access to and from a public street shall be provided for all off-street parking areas. Vehicular access shall be provided in such a way as to protect the safety of persons using such access or traveling on the public street from which such access is obtained, and in such manner as to properly utilize the traffic-carrying capacity of the public street.

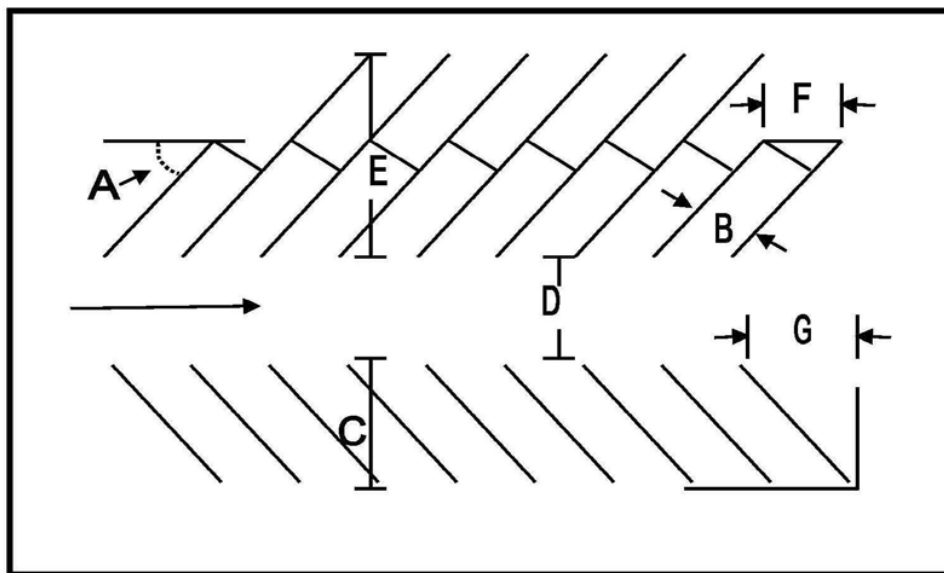
(a) All parking areas shall be located and designed so that no vehicle exiting from a parking space shall be required to back onto the right-of-way of a public street, except as provided in Subsection (b) and Subsection (c) of this Section.

(b) Vehicles exiting from a parking space for a single-household detached, single-household attached, duplex, triplex, or fourplex dwelling may back onto a public street.

(c) Vehicles exiting from a parking space for any use may back onto the right-of-way of an alley adjacent to the property.

- (2) The size, angle, and layout of parking stalls, aisles, and curbs shall conform to the dimensional standards set forth below:

A	B	C	D	E	F	G
Parking Angle	Stall Width	Stall Depth	Aisle Width	Double Stall Depth	Curb Length	Excess
0°	9'	9.0'	12'	N/A	23.0'	0.0'
30°	9'	17.3'	11'	26.8'	18.0'	30.0'
45°	9'	19.8'	13'	33.3'	12.7'	19.7'
60°	9'	21.0'	18'	37.5'	10.4'	12.1'
90°	9'	19.0'	24'	38.0'	9.0'	0.0'



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- (3) Adequate maneuvering space shall be provided for the safe and efficient movement of vehicles and pedestrians in parking areas.
 - (4) Off-street parking areas shall be located in the same lot or premises as the building or use for which they are required unless such spaces are provided collectively by two or more building or uses on adjacent lots and unless the total number of parking spaces supplied collectively is equal to the number of spaces required for the combined uses.
 - ~~(5) In parking lot areas with more than a single driveway aisle, landscape islands shall be provided. These islands shall collectively comprise no less than six percent of the interior area of the parking lot, and shall each be large enough to accommodate a full size tree with no less than six feet for its longest base dimension.~~
 - (6) Parking lot islands shall be constructed with concrete curbing adequate to provide protection to the landscape area, and shall be constructed and located in such manner as to not obstruct visibility of intersecting aisles, maneuvering areas, entrances and exits, and pedestrian areas.
 - (7) Off-street parking shall be subject to the landscape provisions of Section 11-8-4 and shall be configured with the necessary setbacks.
 - (8) Parking spaces and accessibility for disabled persons shall be provided in accordance with ADA standards when applicable.
 - (9) Off-street parking areas shall be subject to the outdoor lighting requirements of Section 11-9-3 (C) of this Title.

Sec. 11-8-4. Landscaping.

- (A) The purpose of these landscape requirements is to create an attractive environment which lends itself to the quality of life in the City of Montrose. It is contemplated that these requirements will result, over time, in the enhanced beauty of the City environment, the visual relief from large expanses of off-street paving in commercial and industrial areas, and the promotion of quality development which contributes to the image of the overall community. To this end, well-designed and maintained landscaping is strongly encouraged in all developments, and the requirements set forth below should be regarded only as minimum requirements toward establishing these objectives.
 - (1) All landscape areas shall consist of at least 80 percent living plant material, unless otherwise approved as part of the overall ~~Site-site Development development Planplan~~.
 - (2) Non-plant material such as rock or wood chips, may be used to cover up to 20 percent of the landscape area, unless otherwise approved as part of the overall ~~Site-site Development development Planplan~~.
 - (3) Newly installed landscape parcels in excess of 800 square feet shall include a properly designed and functioning automatic irrigation system providing full coverage to all plant material. All landscape areas not requiring an irrigation system shall be within close proximity of an adequate water supply. It is recommended that plants with similar water requirements be grouped together, and mulches are suggested for all

planting beds due to the highly inorganic nature of the soils in this area. Steep grades shall be minimized and erosion shall be prevented in all circumstances.

- (4) To the extent necessary to establish suitable planting beds, the soil should be properly tilled and prepared prior to installation of the landscaping.

(B) The following requirements shall apply in determining landscape areas:

- (1) For all lots, a minimum of 25 percent of the linear frontage of the developed site abutting public rights-of-way, excluding alleys, unexcavated streets and rights-of-way not currently used for public travel, shall be landscaped to a depth of no less than 15 feet, unless the City approves an alternative plan as presenting a more effective landscape view. For example, alternative designs such as the use of planters shall be considered. Such frontage landscape areas shall be utilized in calculating the minimum area requirements set forth in Subsection (B)(2) of this Section.

- (2) Inclusive of the above frontage requirement, landscaping shall meet the following minimum ~~space~~area requirements. These percentages represent the overall minimum space requirements for landscaping:

- (a) For lots in Residential Zoning Districts, a minimum of 15 percent of the entire lot size not covered by buildings shall be landscaped.
- (b) For lots in Commercial Zoning Districts, a minimum of eight percent of the entire lot size not covered by buildings shall be landscaped.
- (c) For lots in Industrial Zoning Districts, a minimum of four percent of the entire lot size not covered by buildings shall be landscaped.

- (3) In all landscape areas, the plant materials shall not conflict with existing or proposed public utilities. For example, deep root species shall be avoided in places with underground utilities.

- (4) In parking lot areas with more than a single driveway aisle, landscape islands shall be provided. These islands shall collectively comprise no less than six percent of the interior area of the entire parking lot area, and shall each be large enough to accommodate a mature tree, and no less than six feet in its longest base dimension.

- (a) Parking lot islands shall be dispersed so to provide visual relief from large expanses of pavement and adequate tree shading.
- (b) Each island shall include at least one tree, and shall be subject to the 80 percent ground coverage requirement set forth in Subsection (A)(1) of this Section unless otherwise approved as part of the overall ~~Site-site Development development~~Planplan.
- (c) Parking lot islands shall be constructed with concrete curbing adequate to provide protection to the landscape area, and shall be constructed and located in such manner as to not obstruct visibility of intersecting driveway aisles, maneuvering areas, entrances and exits, and pedestrian areas.

- ~~(5) Commercial and industrial storage areas (i.e., loading dock areas, yards and warehouses) shall be screened from:~~

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- ~~(a) Adjoining public rights of way, excluding alleys, unexcavated streets and rights of way not currently used for public travel; and~~
- ~~(b) Adjoining residential areas. Screening shall be effectuated by use of landscaping and/or structural features such as berms and opaque fencing. Retail facilities such as car dealerships and rental businesses are not considered commercial storage areas for the purposes of this Subsection. In instances where landscape screening is utilized, emphasis shall be placed on evergreen species which effectively provide year round screening.~~
- ~~(6) All trash receptacle areas in commercial, industrial or residential areas, excluding alley ways, shall be enclosed so as to effectively provide screening of the trash containers, or located in such a manner so as to eliminate view from adjoining rights of way and residential areas. Screening and/or location of trash receptacles shall, in all instances, allow for vehicular access for trash removal.~~
- (C) Each landscape area shall include a variety of plant types which are regarded as suitable for this climate. Creative and attractive design is encouraged. Additionally, the following minimum quantities of trees and shrubs shall be required for all site developments:
- (1) On all frontage property subject to the 25 percent requirement set forth in Subsection (B)(1) of this Section, one tree shall be planted for every 30 linear feet of frontage, subject to the visibility requirements in Subsection (E) of this Section.
 - (2) No less than one tree and three shrubs shall be required for every 800 square feet of the entire landscape area. This requirement represents an overall minimum tree requirement, and shall be inclusive of trees planted in frontage areas pursuant to Subsection (C)(1) of this Section and trees planted in parking lot islands pursuant to Subsection B (4) of this Section.
 - (3) On and after January 1, 2026, no site development under this Chapter shall permit the installation, planting, or placing of any nonfunctional turf, artificial turf, or invasive plant species as a public or private improvement within the site development, except as permitted by CRS 37-99-101, et. seq.
- (D) For properties with existing landscaping prior to development or modification, the existing landscaping, to the extent that it conforms with these Site Development Standards, shall be accounted in determining whether the above spatial requirements and minimum tree and shrub requirements are satisfied.
- (E) In areas critical to pedestrian and vehicular traffic, shrubs and other plants must be installed and maintained to provide clear visibility. On-site corners abutting intersecting roadways, all landscaping shall be limited to natural turf, ground cover or shrubs below ~~42~~30 inches above the level of the roadway for a distance of at least 25 feet along each side of the corner, or 50 feet along arterial or collector streets. Landscaping near entries intersecting roadways shall also be subject to this same restriction.
- (F) Use of the Right-of-Way for Landscaping.
- (1) The owner of the abutting property is encouraged to landscape those portions of abutting street right-of-way not being used for street, sidewalk, bike path or other public purposes.
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- (2) Existing landscaping, including ground cover, turf, trees, and shrubs may not be removed unless such removal is approved by the City.
 - (3) The use of irrigated ground cover, turf, flowering plants, shrubs and trees is encouraged. Xeriscape landscaping making substantial use of low water-consumptive plant species and non-plant materials such as decorative rock is permissible, subject to Subsection (H) below and the following condition:
 - (a) At least ten percent of the xeriscape area is covered with living plant material, and the xeriscape area is planned and constructed in such a manner as to enhance compatibility with other abutting landscaped areas.
 - (G) The property owner of record, or homeowner's association where applicable, shall be ultimately responsible for landscape maintenance. All landscape shall be continuously maintained including necessary watering, weed removal, litter removal, pruning, pest control and replacement of dead or diseased plant material. Replacement or dead or diseased plant material shall be of the same type of plant material as set forth in the approved landscape plan (i.e., a tree must be replaced with a tree), and all replacement must occur with due diligence, but in no event shall it occur in more time than one year.
 - (H) The following Materials Standards shall be required:
 - (1) All plant materials shall be acclimated and selected for their adaptability to local conditions.
 - (2) The minimum size and characteristics of plant materials at the time of planting shall be as follows:
 - (a) Deciduous trees: 1 ½-inch caliper, measured six inches above ground.
 - (b) Coniferous trees: Six feet in height.
 - (c) Deciduous and evergreen shrubs: Five-gallon size.
 - (d) Ground covers and vines: One-gallon size; except for junipers and other shrub-like ground covers, which shall be five-gallon.
 - (3) All plant materials must meet specifications of the American Association of Nurserymen (AAN) for number one grade. The AAN Standards are on file with the City, and available for review.
 - ~~(4) No thorny shrubs or trees (Russian Olive) shall be allowed in areas near or adjoining pedestrian sidewalks or recreation areas. Landscaping in public right-of-way must comply with the City's approved ROW plant list; all other landscaping must be appropriate to the region with no invasive plant species.~~
 - ~~(5) The planting of any trees of the Ulmus genus (i.e., Elm) shall be prohibited, except for certified variety resistant to Dutch Elm Disease.~~
 - ~~(6) Box Elder (Acer negundo) and all trees of both the Salix genera (Willow) and Populus genera (Cottonwood), excluding Aspen (Populus tremuloides) and Narrowleaf Cottonwood (Populus angustifolia), shall not be planted within 15 feet of a public right-of-way.~~
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- (I) In instances where non-plant materials are to be used in landscape areas by City approval, underlying weed barriers (geotextile fabric) shall be applied. The following requirements shall also apply:
- (1) If rock or stone is being applied, it must be one to three inches in size, and applied to a minimum of three inches in depth. If redwood bark or woodchips are being applied, the depth must be at least three inches.
 - (2) All landscape timbers or railroad ties must be new, unless specified otherwise by the City, and must be pressure-impregnated with a wood preservative meeting federal standards.
 - (3) The applicability of any specific deviation in spatial requirements and plant material quantities shall be evaluated on its own unique site-specific condition and in reference to the design and content of the overall Site-site Development-development Planplan, the relationship of adjacent land uses and overall landscape architectural character of the surrounding area.
- (J) All landscape installation shall be done in accordance with Section 4-6-8 of the Montrose Regulations Manual.

Sec. 11-8-5. Screening and buffering.

- (A) Screening shall be required between a nonresidential, commercial or industrial use located in any zone and an adjacent residence located in the "OR" or other residential zoning districts, if the residence was in use as a residence prior to the commencement of the commercial use, and the commercial use will create or is creating unreasonable noise, dust, odor, emanation of light or other conditions which are incompatible with the reasonable enjoyment of the abutting premises as a residence and such conditions can be ameliorated by the erection of screening.
- (B) The screening shall be of a type and design meeting the requirements of the City standards, which will provide significant relief to the affected residence without undue hardship to the commercial activity. Tall thick hedges may be used in lieu of artificial screening.
- (C) Commercial and industrial storage areas (i.e., loading dock areas, yards and warehouses) shall be screened from:
- (1) Adjoining public rights-of-way, excluding alleys, unexcavated streets and rights-of-way not currently used for public travel; and
 - (2) Adjoining residential areas. Screening shall be effectuated by use of landscaping and/or structural features such as berms and opaque fencing. Retail facilities such as car dealerships and rental businesses are not considered commercial storage areas for the purposes of this Subsection. In instances where landscape screening is utilized, emphasis shall be placed on evergreen species which effectively provide year-round screening.
- (D) All trash receptacle areas in commercial, industrial or residential areas, excluding alley ways, shall be enclosed so as to effectively provide screening of the trash containers, or located in such a manner so as to eliminate view from adjoining rights-of-way and
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residential areas. Screening and/or location of trash receptacles shall, in all instances, allow for vehicular access for trash removal.

Sec. 11-8-6. Fences, hedges and walls.

- (A) No fence may be installed until a fence permit has been approved pursuant to this Section. The permit fee will be set pursuant to the City regulation manual.
- (B) For all uses in residential districts, fences and free-standing walls shall not exceed four feet in height when located within the required front yard setback and six feet elsewhere. An eight-foot fence may be used in back yards if it does not impede visibility.
- (C) For all uses in commercial and industrial districts, fences and freestanding walls shall not exceed four feet in height when located within the required front yard setback and eight feet elsewhere. An additional two feet shall be allowed for barbed wire where it meets the requirements of Subsection (~~FE~~) of this Section.
- (D) No fence, free-standing wall, hedge or other plantings shall be located, constructed, or maintained in such a way as to obstruct the view of abutting streets or intersections by motorists and pedestrians
- (E) Electrically charged fences are allowed within the City only if in a location made inaccessible to persons, who would not know the fence is electrified, by virtue of another fence or structure.
- (F) Barbed wire fences are allowed in industrial and commercial districts only if the barbed wire is a minimum of six feet above the ground. No barbed wire fence may be maintained in other districts unless necessary to confine livestock lawfully kept within the City.
- (G) Temporary fences installed to provide security and protection around a construction site are permitted and need not be in conformance with the standard height requirements set forth in Subsections (B) and (C) of this Section.
- (H) Chain link and similar type fencing of open wire material which does not obstruct views around sports facilities and which is installed for security and safety, sports play, including, but not limited to, tennis courts, baseball outfields, backstops, batting cages, and golf courses are not subject to the height requirements set forth in Subsections (B) and (C) of this Section.

Sec. 11-8-7. Canopies and Awningsawnings.

No canopy or other permanent structure, other than an awning unsupported by the ground, or a sign allowed under the provisions of Chapter 11-10 of this Title, may project over any public right-of-way, except one within a "B-1" district which meets the criteria of this Subsection.

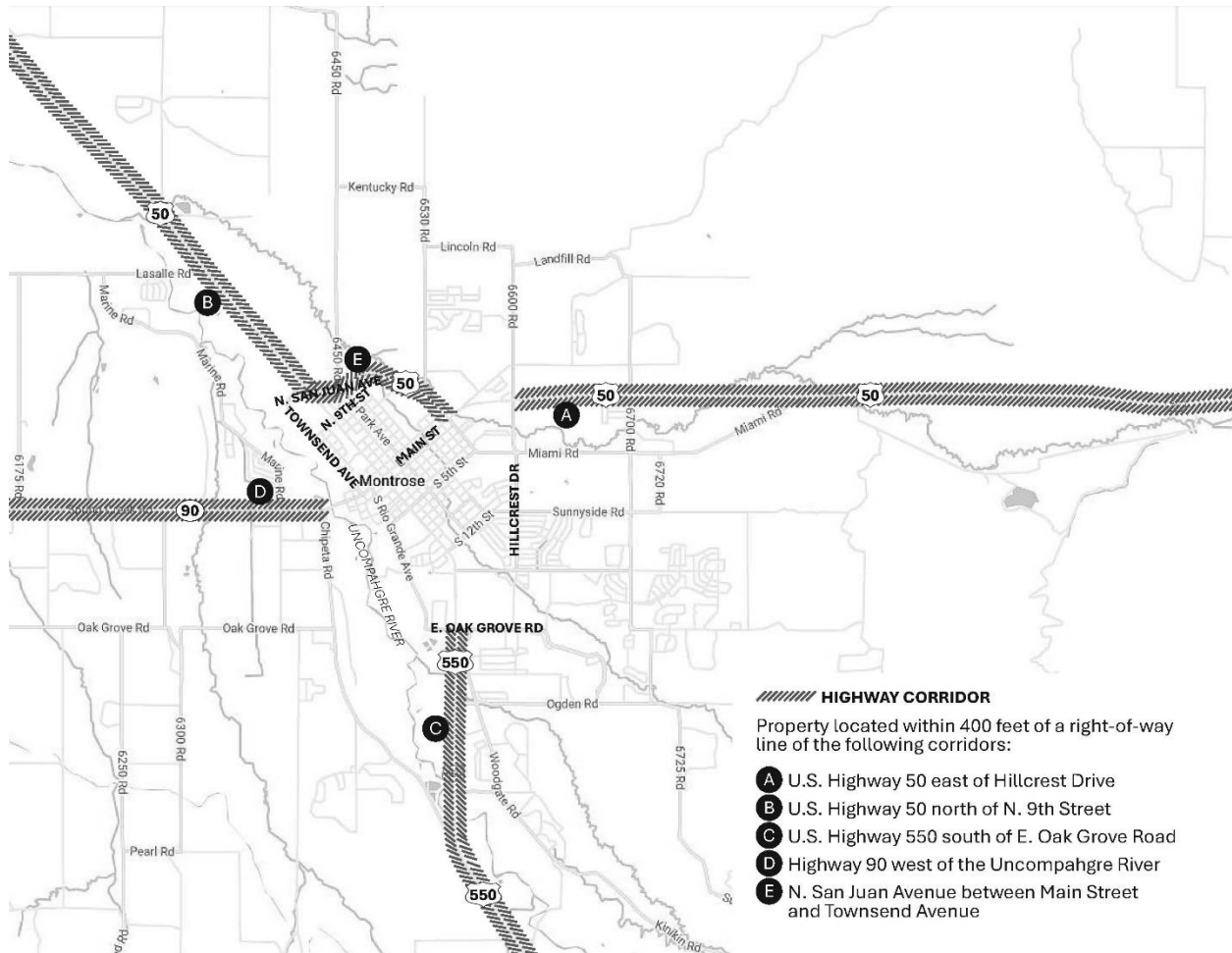
- (1) A permit shall be obtained for any awning projecting over any public right-of-way in the B-1 district from the City.
- (2) All awnings shall be a minimum of eight feet above the grade of the right-of-way. No awning shall extend past the curb of the City right-of-way.
- (3) No awning may be installed, permitted or maintained which interferes with City landscaping, streetscape, lights, signs or other use of the right-of-way, or extends over an alley right-of-way.

- (4) No vested right to maintain an awning extending over or upon the public right-of-way shall ever be acquired, and the City may require it to be removed or remove it at any time for any reason in its sole discretion.

Sec. 11-8-8. Highway corridor overlay standards.

- (A) Property located within 400 feet of a right-of-way line of U.S. Highway 50, east of Hillcrest and north of North 9th Street; of U.S. Highway 550, south of East Oak Grove Road; and of Highway 90 west of the Uncompahgre River; and of North San Juan Avenue between Main Street and Townsend Avenue, as shown in Figure 8.1, shall be subject to the following supplemental site development standards in addition to other applicable requirements. Whichever City ordinance or regulation requires the more stringent or restrictive requirement shall apply.

Figure 8.1
Highway Corridor Overlay Areas



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- (1) No building or structure other than fences may be constructed within 50 feet of a highway right-of-way, except in the following circumstances:
 - (a) A variance is granted pursuant to Section 11-7-13 of this Title.
 - (b) The property is on a lot approved as part of a prior-approved City subdivision which provides for different setbacks or setbacks in accordance with City zoning dimensional standards.
 - (2) No fence, freestanding wall, or berm located within 50 feet of a highway right-of-way shall exceed four feet in height above grade, except for screening required by state or federal law or City ordinances or regulations.
 - (3) No building or structure shall exceed 40 feet in height or the maximum height set out in City zoning dimensional requirements, whichever is more restrictive, unless a variance is granted pursuant to Sections 11-7-13 of this Title.
 - (4) Building facades which are constructed of smooth-face concrete, smooth-face concrete block, metal siding, or similar monolithic building materials in a flat plane, shall be designed to include other surface materials (in a minimum amount of 25 percent of the building's wall area facing or clearly visible from a public right-of-way, public park, or public open space), which may include, but are not limited to, contrasting materials such as brick, stucco, wood or stone veneers. Other architectural elements must also be included in the design, which include, but are not limited to, architectural projections such as dormers, roof overhangs, protective canopies, and creatively shaped window openings.
 - (5) Exterior mechanical equipment shall either be incorporated in the overall form of the building or screened from view from any street by materials consistent with the landscaping and the main building.
 - (6) Refuse collection containers and areas shall be screened from view from any street or residential area by materials consistent with the landscaping and building.
 - (7) *Landscaping.*
 - (a) Landscaping shall be installed and maintained to a minimum depth of 15 feet along 70 percent of the state highway frontages, excluding driveways and sidewalks. Such landscaping shall consist of trees, shrubs, and ground covers, and may include up to a maximum 20 percent coverage in inert materials such as decorative paving stones, lava rock, pea gravel, etc.
 - (b) Landscaping shall be installed and maintained to a minimum depth of 15 feet along a minimum of 25 percent of the secondary street frontages, excluding driveways and sidewalks. Such landscaping shall consist of trees, shrubs, and ground covers, and may include up to a maximum 20 percent coverage in inert materials such as decorative paving stones, lava rock, pea gravel, etc.
 - (c) Parking areas located on the front or side of a building with 25 or more spaces shall incorporate landscaped islands disbursed throughout the parking with areas totaling a minimum of six percent of the parking area.

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- (B) The regulations of this Section shall apply to the entire building, lot, parcel or contiguous lots or parcels which constitute a single site, when any part thereof is located within 400 feet of the right-of-way of the highway segments described in Subsection (A) of this Section.
 - (C) The standards of this Section shall be applied to all site development plans processed by the City pursuant to Section 11-8-1.
 - (D) Any use, parcel, building or structure which at the effective date of the ordinance from which this Section is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Section is derived, was lawfully existing and maintained in accordance with the previously applicable county or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Section, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by Section 11-7-11(C) of this Title. Uses, parcels, structures or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

Sec. 11-8-9. Large retail development standards.

- (A) The following standards shall apply to large retail developments within the City. These standards shall apply to all projects or developments for retail establishments of more than 10,000 square feet of gross [retail](#) floor area.
- (B) The regulations of this Section shall apply to the entire building, lot, parcel or contiguous lots or parcels that constitute a singular site development.
- (C) No building permit for new construction of large retail establishments, or additions to existing retail establishments which would increase the gross square feet of floor area by 50 percent or more and result in the creation of a large retail establishment, shall be approved unless a site development plan for large retail establishment has been reviewed and approved by the City in accordance with the review process as defined herein.

(D) A large retail development shall comply with the following architectural requirements:

- (1) Facades greater than 100 feet in length, measured horizontally, shall incorporate wall plan projections or recesses having a depth of at least three percent of the length of the facade and extending at least 20 percent of the length of the facade.
 - (a) No uninterrupted length of any facades that face public streets shall exceed 100 horizontal feet.
 - (b) Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features comprising no less than 60 percent of their horizontal length.
 - (c) Building facades shall include color changes and texture changes as more specifically set forth in Subsection (3) below. For the purpose of these provisions, the term "facade" means the portion of any exterior elevation on the building extending the entire length of the building.
- (2) Roofs shall be designed to include parapets to conceal flat roofs and rooftop equipment such as HVAC units. Roofs shall be designed with sloped planes and overhanging eaves as more specifically set forth in Subsection (4) below.
- (3) Buildings should have architectural features and patterns that provide visual interest, promote pedestrian traffic, and reduce massive aesthetic effects. Toward these objectives, building facades shall include the elements listed below, ~~and as depicted in Figures 8.1 and 8.2.~~
- (a) A repeating pattern that includes no less than three of the following, at repeated intervals of no more than 30 feet horizontally or vertically:
 - (i) Color change;
 - (ii) Texture change;
 - (iii) Material module change;
 - (iv) An expression of architectural or structural bays through a change in plane no less than 12 inches in width, such as an offset, reveal or projecting rib, ~~as depicted in Figure 8.3.~~
- (b) Evergreen trees shall be planted at intervals of no greater than 20 feet.

Figure 8.1

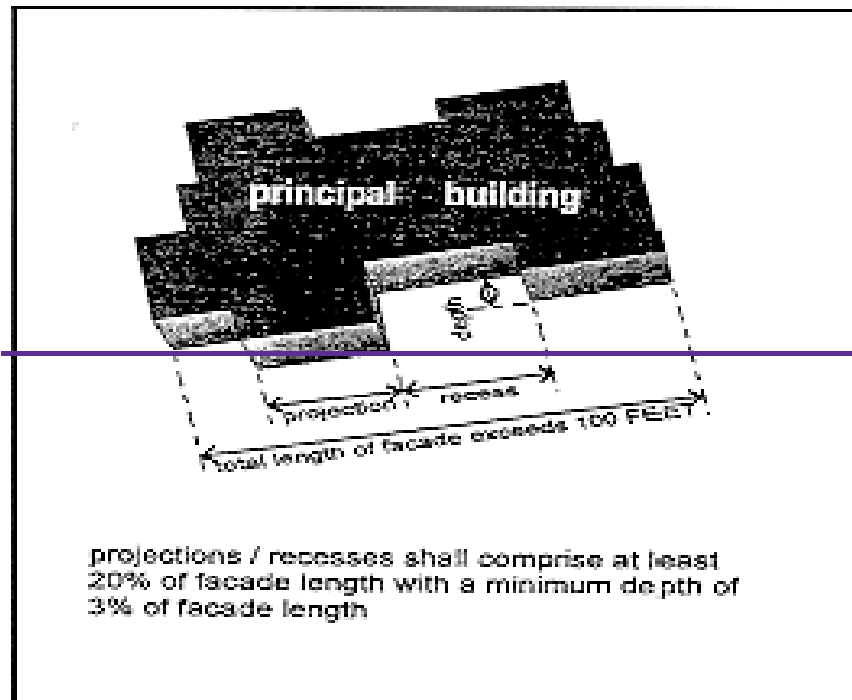


Figure 8.2

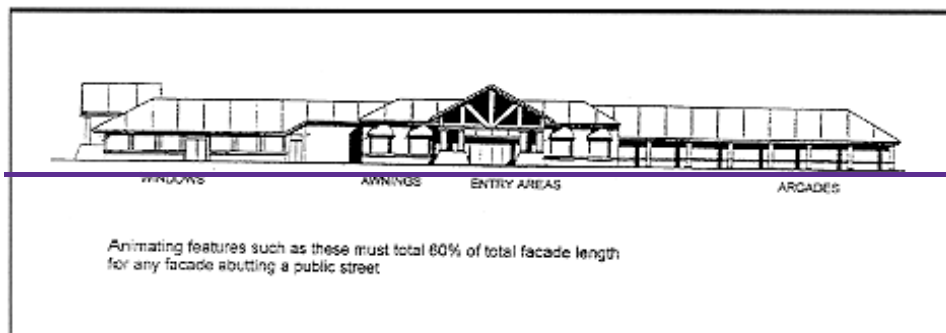
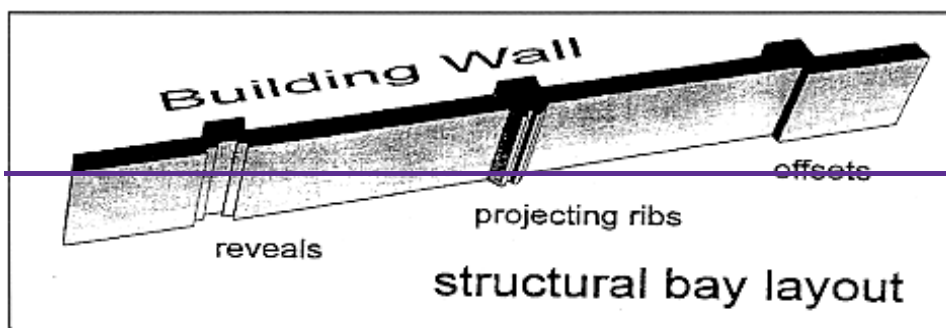


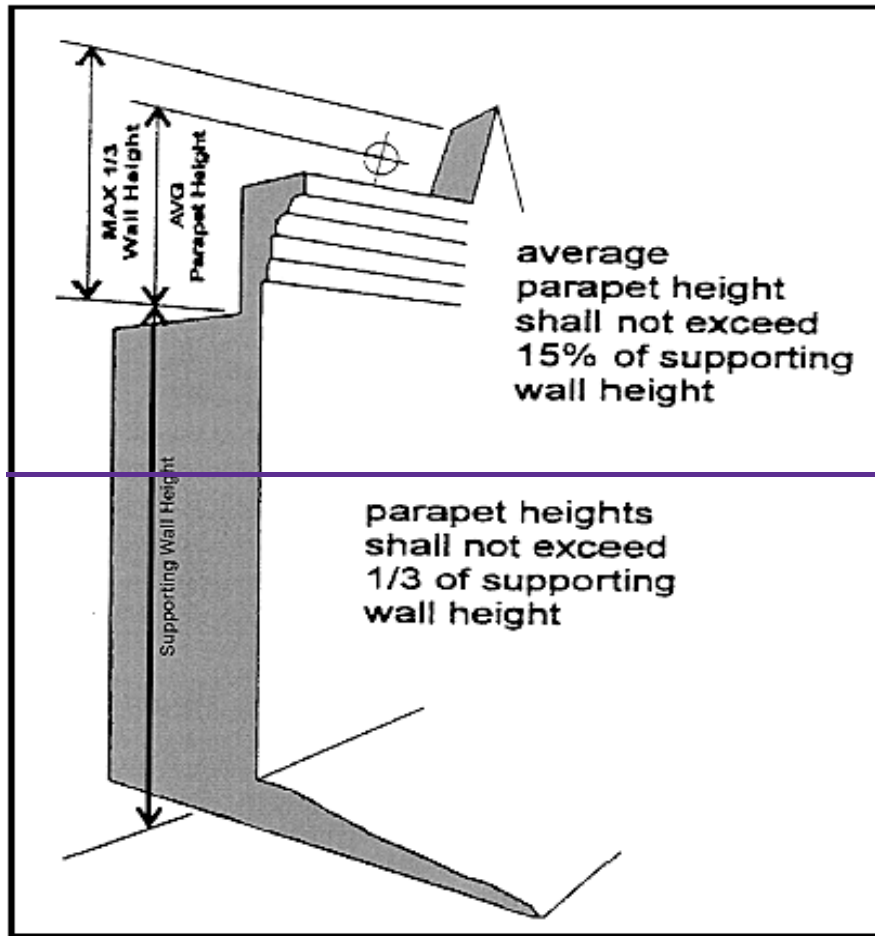
Figure 8.3



(4) *Roof Lines.* Variations in rooflines should be used to add interest to, and reduce the massive scale of large buildings. Toward these objectives, roofs shall have at least two of the following features:

- (a) Parapets concealing flat roofs and rooftop equipment such as HVAC units from public view. The term "parapets" means those portions of the wall that extend above the roofline. The average height of such parapets shall not exceed 15 percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall. Such parapets shall feature three - dimensional cornice treatments. [These elements are illustrated in Figure 8.4.](#)
- (b) Overhanging eaves, extending no less than three feet past the supporting walls for no less than 30 percent of building perimeter.
- (c) Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every one foot of horizontal run.
- (d) Three or more roof slope planes.

Figure 8.4



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- (5) *Materials and Colors.*
- (a) Exterior building materials and colors comprise a significant part of the visual impact of a building. The aesthetic effect should be compatible with the surrounding landscape. Predominant exterior building materials shall be high quality materials, and include, without limitation, brick, wood, sandstone, other native stone, and tinted, textured concrete masonry units.
 - (b) Facade colors shall be of low reflectivity, and shall be subtle, neutral, or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
 - (c) Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be allowed for such purposes.
 - (d) Predominant exterior building materials shall not include smooth-faced concrete units, tilt-up concrete panels, or pre-fabricated steel panels.
- (6) *Entryways.* Entryway design elements and variations should give orientation and aesthetically pleasing character to the building. Toward these objectives, each principal building on a large retail site shall have clearly defined, highly visible customer entrances featuring no less than three of the following:
- (a) Canopies or porticos;
 - (b) Overhangs;
 - (c) Recesses and/or recessions;
 - (d) Arcades;
 - (e) Raised corniced parapets over the door;
 - (f) Peaked roof forms;
 - (g) Arches;
 - (h) Outdoor patios;
 - (i) Display windows;
 - (j) Architectural details such as tile work and moldings that are integrated into the building structure and design;
 - (k) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- (E) A large retail development shall comply with the following off-street parking requirements:
- (1) Off-street parking shall be designed so that no more than 60 percent of the total off-street parking for the site devoted to the large retail establishment is located between the front facade of the large retail establishment and the abutting street, unless all of the conditions and standards set forth in Subsection (A) of this Section are met;
 - (2) Up to 80 percent of the total off-street parking for the site devoted to the large retail establishment may be located between the front facade of said establishment and the
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abutting street, when the City determines that all design standards set forth below have been met:

- (a) Landscaping shall be increased to 12 percent of the large retail establishment's site, not including areas of the site occupied by building footprints; and
 - (b) Two- to four-foot undulating berms shall be provided directly adjacent to a minimum of 80 percent of the parking lot boundaries that abut public streets; and
 - (c) Every third parking aisle shall be provided with a continuous eight-foot dedicated pedestrian path through the parking lot. Unless specifically stated otherwise in a plat note or agreement with the City, maintenance of said pedestrian path shall be the responsibility of the owner or occupant of the large retail site.
- (F) Any retail establishment or development having greater than 25,000 square feet of gross floor area shall be subject to a 35-foot setback from the establishment's or development's facade to the nearest property line.
- (G) Where the large retail establishment adjoins residential uses, an earthen berm, no less than six feet in height, containing evergreen trees so as to provide effective visual screening of the establishment, shall be provided.
- (H) Areas for outdoor storage, truck parking, trash collection, loading or other such uses shall be effectively screened from abutting streets and adjoining residential neighborhoods.
- (1) Appropriate locations for loading and outdoor storage areas shall include areas between buildings, where more than one building is located on a large retail site and such buildings are not more than 40 feet apart, or on those sides of buildings that do not have customer entrances.
 - (2) No areas for outdoor storage, trash collection or compaction, loading or other such uses shall be located within 20 feet of any public street, public sidewalk, or internal pedestrian walkway.
 - (3) Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and the large retail site development so that the visual and acoustic impacts from those functions are fully contained and out of view from adjacent properties and public streets, and shall be made of the same materials as the principal building structure.
 - (4) Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with walls and fences. Materials, colors, and designs of screening walls and/or fences, as well as the cover, shall conform to those used as predominant materials and colors of the building.
 - (5) The applicant for the large retail site development shall submit evidence that sound barriers between all areas for delivery and/or loading operations effectively reduce noise emissions to a level of 45 dB, as measured at the lot line of any adjoining property. No delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the aforementioned standard is met.

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- (6) Outdoor vending machines shall be screened from adjoining properties and/or public streets.
 - (I) Sidewalks at least six feet in width shall be provided along all sides of the site that abuts a public street. Continuous internal pedestrian sidewalks, no less than six feet in width shall be provided from those sidewalks along public streets to the principal customer entrance. Sidewalks no less than eight feet in width shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting parking areas. All sidewalks shall remain unobstructed.
 - (1) Required internal pedestrian walkways shall provide weather protection features such as awnings or arcades within 30 feet of all customer entrances.
 - (2) All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the development.
 - (J) Bicycle racks shall be provided with each large retail development, with a capacity of bicycle space as calculated by one space for each ten automobile parking spaces.
 - (K) Each large retail development shall provide a minimum of one transit stop, which may be incorporated into a pedestrian plaza. The transit stop should provide easy accessibility to transit vehicles and provide the following elements, at a minimum:
 - (1) Three seating benches. Two-thirds of the total seating shall be located indoors; one-third shall be located in an outdoor seating area, which shall be enclosed on three sides.
 - (2) Pick-up/drop-off area.
 - (3) Defined curb pull-out/parking lane for transit vehicles, a minimum of 50 feet in length.
 - (4) The transit stop area shall be dedicated to that purpose, and not utilized for storage or display of merchandise.
 - (L) All outdoor and exterior lighting shall comply with Chapter 11-9 of this Title.
 - (M) All required improvements shall be maintained in good repair and safe condition. Violation of this provision is hereby declared to be a nuisance which may be abated by the City in any lawful manner.
 - (N) Variances by the Planning Commission may be granted from the requirements of this Section if it determines that all of the criteria below are met:
 - (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography or other physical conditions peculiar to the site which make it infeasible to develop or use the site in conformity with the provisions of this Chapter.
 - (3) The unusual circumstances have not been created as a result of the action or inaction of the applicant, other parties in interest with the applicant, or predecessor in interest.
 - (4) The variance requested represents the minimum variance that will afford relief and allow for reasonable use of the property.
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- (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.
 - (6) An alternative site planning and building design approach has been submitted which substantially meets the objectives of the standards and regulations as provided herein.

The burden shall be on the applicant to show that these criteria have been met. The review procedures as set forth in Section 11-7-13 of this Title shall apply.

- (O) Any use, parcel, building or structure which at the effective date of the ordinance from which this Section is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Section is derived, was lawfully existing and maintained in accordance with the previously applicable county or City regulations and ordinances but which does not conform or comply with the regulations as provided in this Section, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by Section 11-7-11(C) of this Title. Uses, parcels, structures or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

11-8-10. Wildland fire mitigation.

In areas identified by the fire protection district as having a specific wildland fire danger, a wildfire mitigation plan shall be prepared by a qualified professional for inclusion with the submittal of a site development plan.

- (1) The wildfire mitigation plan shall address, at a minimum, the following:
 - (a) Access, ingress, egress, and evacuation;
 - (b) Fuel modification;
 - (c) Water supply;
 - (d) Construction, location, and design of structures; and
 - (e) Ignition potential.
- (2) The wildfire mitigation plans shall be prepared in accordance with National Fire Protection Associate (NFPA) standards, as applicable.
- (3) In addition to any recommended wildfire mitigation methods, the site development plan shall identify any existing trees proposed to be removed for fire mitigation. Further, a schedule showing when the fire mitigation will be performed and when it will be completed, and a plan for disposal of the vegetation removed for fire mitigation, shall be included with the site development plan.
- (4) The City Manager may authorize or require a deviation from these standards if another arrangement more satisfactorily complies with NFPA or local standards.

11-8-11. Measurements and exceptions.

- (A) General.

- (1) A building, structure, or lot shall not be developed, used, or occupied unless it meets the maximum height and minimum lot and yard requirements set forth for the zoning district in which it is located, except as otherwise established in this Title or unless a variance has been granted.
- (2) When the computation for maximum density results in a fraction, the next lowest integer shall apply, and the maximum density permitted shall be the number equal to such integer.
- (3) When the computation for minimum off-street parking spaces results in a fraction, the next highest integer shall apply, and the minimum number of off-street parking spaces provided shall be the number equal to such integer.
- (4) All heights shall be measured in accordance with the definition of height in Section 11-15-2 of this Title.
- (5) A yard setback, lot area, or lot width required by this Title shall not be included as part of a yard setback, lot area, or lot width for another building or structure or lot, except as otherwise provided in this Section.
- (6) No structure shall project into any required easement or public right-of-way, except as otherwise provided in this title.

~~(A)~~(B) Table 8.2 identifies permitted exceptions and encroachments into required setbacks and height limits.

Table 8.2
Permitted Exceptions and Encroachments

<u>STRUCTURE OR FEATURE</u>	<u>CONDITIONS OR LIMITS</u>
<u>Accessory structure less than 200 square feet in floor area and less than 10 feet in height</u>	<u>Exempt from side and rear setbacks, provided that the structure does not encroach into a recorded easement. Not permitted in required front setbacks.</u>
<u>Accessory electric vehicle charging station; Accessory solar energy system, ground mounted; and/or Accessory wind energy system</u>	<u>Exempt from side and rear setbacks except when prohibited by building code. Not permitted in required front setbacks.</u>
<u>Masonry ledges, window sills, belt courses, chimneys, fireplaces, cantilevers, architectural features, cornices, eaves, and roof overhangs</u>	<u>May extend 2 feet into a required setback, but not closer than 2 feet to any property line</u>
<u>Landscaping, walkways and stairways, landings associated with stairways, handicap ramps, and railings</u>	<u>Exempt from setback and yard requirements</u>

<u>STRUCTURE OR FEATURE</u>	<u>CONDITIONS OR LIMITS</u>
<u>Community exchange or charitable boxes such as little library book exchanges or pantry food supply boxes</u>	<u>Exempt from front yard setbacks, provided the portion of the yard occupied by the box does not exceed 4 square feet</u>
<u>Unenclosed porches, patios, and decks (30 inches or less in height above grade)</u>	<u>May extend 8 feet into required front yard setback and may extend into required rear yard setback</u>
<u>Unenclosed porches, patios, and decks (greater than 30 inches in height above grade)</u>	<u>May extend into the rear yard setback up to 10 feet from the rear lot line</u>
<u>Open fire escapes (where already existing on the effective date of this ordinance from which this Section is derived)</u>	<u>May extend up to 4 feet into any required setback</u>
<u>Raised garden beds no more than three feet in height</u>	<u>Exempt from setback requirements</u>
<u>EXCEPTIONS TO BUILDING HEIGHT LIMITS</u>	
<u>Accessory rooftop solar collectors</u>	<u>May extend up to 24 inches above the height limit for primary structures when installed on a pitched roof, and up to 5 feet above the height limit for primary structures on a flat roof</u>
<u>Spires, bell towers, and similar decorative features on buildings containing primary religious, civic, educational, and institutional uses</u>	<u>Exempt from height limit, provided the horizontal footprint of the feature does not exceed 10% of the horizontal area of the building roof plane from which they project vertically</u>
<u>Structures built to support, shelter, or enclose emergency warning sirens, communication antennae, or other public safety devices operated by government agencies.</u>	<u>Exempt from height limit</u>
<u>Structures required to comply with the federal Telecommunications Act of 1996</u>	<u>Exempt from height limit</u>

CHAPTER 11-10. SIGNS

Sec. 11-10-1. Purpose and intent.

- (A) It is the purpose of this Chapter to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements. The provisions in this Chapter are intended to:
- (1) Enable the identification of places of residence and business.
 - (2) Allow for the communication of information necessary for the conduct of commerce.
 - (3) Lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
 - (4) Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business.
 - (5) Protect the public from the dangers of unsafe signs, to include those which may confuse or obstruct wayfinding for emergency services.
 - (6) Permit signs that are compatible with their surroundings and aid orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
 - (7) Encourage signs that are appropriate to the zoning district in which they are located.
 - (8) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains.
 - (9) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.
 - (10) Regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians.
 - (11) Ensure the fundamental First Amendment right of free speech is recognized and protected in the City's regulation of signs, within the guidelines provided by controlling court decisions.
- (B) If any part, Section, Subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Chapter and/or any other provisions are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the validity or enforceability of any other prohibition herein.

Sec. 11-10-2. General provisions.

- (A) Off premise signs, as defined in Section 11-15-~~7~~2 of this Title are not permitted, with only the following exceptions:
- (1) Signs within the boundary of a new subdivision unless less than ten percent of the lots remain for initial sale.

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- (2) Signs on City-owned property, unless otherwise provided in this Chapter.
 - (3) Signs within outdoor athletic venues, such as ballparks, golf courses, football fields, and soccer fields which are directed to spectators and participants in a manner to minimize visual impact outside of the athletic venue.
 - (4) Signs included within a coordinated sign plan.
 - (5) Signs approved in accordance with a Special Event sign permit.
 - (B) No sign shall be located so that the safety of a moving vehicle or pedestrian will be impaired by obscuring their vision or obstructing their travel.
 - (C) The color or format shall not resemble or conflict with traffic signs or signals, as shown or described by the Manual of Uniform Traffic Control Devices (MUTCD), as amended from time to time.
 - (D) All signs must be maintained in good repair. Temporary signs not maintained in good condition, including, but not limited to, those that have faded, torn, become tattered, droopy, hazardous, or untethered, shall be removed or repaired. Temporary signs not maintained in good condition shall be considered a nuisance, and may be abated by the City in accordance with the City's nuisance abatement procedures.
 - (E) Illumination of signs shall be arranged to reflect away from residential properties, and shall otherwise comply with Chapter 9 Outdoor Lighting of this Title.
 - ~~(F) All signs shall be located on a premises with a permanent building consisting of a foundation.~~

Sec. 11-10-3. Nonconforming signs.

- (A) The following nonconforming signs may continue to be used and maintained only in accordance with and subject to the limitations, criteria and requirements of this Section:
 - (1) Signs which were or are lawfully erected and maintained under applicable existing federal, state and County regulations prior to and at the time of annexation to the City and which have been or are maintained as legally nonconforming signs in accordance with City regulations thereafter.
 - (2) Signs which were or are lawfully erected and maintained in accordance with City sign regulations in effect at the time of their erection, but which became or become nonconforming on account of subsequent amendment to the City sign regulations.
 - (3) Signs which would otherwise not be permitted may be temporarily allowed, for a period of up to 12 months, in the discretion of the City Manager, if an emergency, hardship, or new business in that location requires such temporary forbearance from this Chapter, and the owner submits a cash escrow in the amount of 150 percent of the estimated cost, to the City for installation of signage compatible with current City regulations.
- (B) Signs which are nonconforming in the following respects shall not be permitted and shall be brought into conformity immediately, or upon annexation, notwithstanding any other provision of this Section.

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- (1) Any rotating, flashing or animated sign.
 - (2) Any sign which was erected in violation of the requirements of applicable federal, state, County or City regulations in effect at the time of erection.
 - (3) Any sign which creates a hazard to pedestrians or vehicular traffic by creating sight barriers, by having a color or format which resembles or conflicts with traffic control devices, or otherwise.
 - (4) Any sign which is not maintained in reasonably good repair or which creates a safety hazard to persons or property.
 - (5) Any sign which creates a public or private nuisance.
- (C) Signs which were lawfully nonconforming on February 1, 1984, or upon annexation subsequent thereto may be used and maintained only substantially as such sign existed on February 1, 1984, or the date of annexation. No material change or alteration may be made which increases the nonconformity, or which alters the size ~~or the message~~ of the sign; provided, however, ordinary maintenance of the sign is permitted.
- (D) The right provided herein to maintain a nonconforming sign shall be terminated and the sign removed or brought into compliance with these regulations along with any other signs related to the same business under the following conditions:
- (1) Abandonment of the sign, abandonment or termination of the related business, or an interruption in continuance of the related business for a period of 90 days.
 - ~~(2) A change in the name of the business or change in the sign message.~~
 - ~~(3)~~ A violation of any provision of this Chapter by the owner or party in lawful possession of the sign. The destruction of the sign, or damage to the sign such that the cost of repair is greater than 50 percent of the replacement cost of the sign.
- (E) Existing signs on nonconforming uses may be permitted to continue for as long as the nonconforming use exists, but may not be extended or altered in any way.

Sec. 11-10-4. Sign permits.

- (A) *Sign Permit Required.* Except as provided in this Section, all signs shall require a sign permit, on forms acceptable to the City, issued by the City Manager following the same procedure as a building permit, and with administrative fees as set forth in the City Regulation Manual. The burden shall be upon the applicant for a sign permit to prove compliance with applicable provisions of the City's outdoor lighting regulations. (Chapter 9 of this Title)
- (B) *Exempt Signs.* The following signs are exempt from obtaining a sign permit:
- (1) *Temporary Signs.* Each business may have one temporary sign or banner at a time, in ~~all nonresidential zoning districts without a permit so long as the addition to their permitted signs.~~ ~~or A temporary sign or banner is shall no larger than 64 square feet in area, complies comply~~ with applicable area and height limitations, ~~is be~~ maintained in good repair, ~~and does~~ not interfere with the reasonable use of adjoining property, or create a nuisance. The area of such a temporary sign shall not be included in ~~the~~ maximum sign area ~~subject to a permit~~ calculations.

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- (2) Official traffic control devices.
 - (3) Signs and notices erected, owned and maintained by the City of Montrose.
 - (4) Signs within outdoor athletic venues, such as ballparks, golf courses, football fields, and soccer fields which are directed to spectators and participants in a manner to minimize visual impact outside of the venue.
 - (5) *Window signs.*
 - (6) *Portable Signs.*
 - (a) One portable sign per business or use may be erected without a City sign permit in all commercial zones, not to exceed 16 square feet in sign area and four feet in height, in addition to the maximum sign area permitted as indicated in Section 11-10-6. The permittee shall be required to obtain additional permits from other agencies, if required by law. Such signage shall not create a nuisance; nuisances created by such signs may be abated in accordance with the City's nuisance laws.
 - (b) In the "B-1" zone only, a business may place one portable sign directly in front of, or directly beside their business premises, so long as the sign does not create a traffic or other safety hazard, or unreasonably impede pedestrian traffic on the sidewalk, and conforms substantially to the design guidelines developed by the applicable retail merchants' association or downtown merchants' association for such signs, if any; responsibility for enforcement of said retail merchants' design guidelines shall not be upon the City.
 - (7) Dispenser type displays such as soft drink machines, gasoline pumps, tire displays and ice machines, with information printed by the manufacturer on the dispenser, provided the City determines they are not detrimental to the general appearance and character of the area.
 - (C) This Chapter is not intended to control or limit appropriate seasonal decorations which do not constitute a public nuisance or hazard.
 - (D) *Revocable Encroachment Permit Required.* Signs may be placed on City property by other parties only if authorized by the City or specifically allowed by City ordinances or regulations, a revocable encroachment permit, easement, or other specific authorization. The City may issue a revocable encroachment permit to the owner of abutting premises on street rights-of-way with at least a 100-foot right-of-way width, on terms appropriate to protect the City's interests, when the area encroached is not currently needed for vehicular or pedestrian traffic, so long as no nuisance or safety hazard will be created. Signs placed on City property without authorization are subject to removal and disposal by the City.
 - (E) *Special Event Sign Permit Required.* Festivals, fairs, markets, commercial or noncommercial sales, and public events shall obtain a Special Event sign permit for all signage, and shall be exempt from the temporary sign limitations of this Section, provided said festival, fair, market, commercial or noncommercial sale or event is open for public use no more than 96 consecutive hours, or four calendar days, including those times when the festival, fair, market, commercial or noncommercial sale or event is not in actual operation. The sign face area of Special Event signs shall not be included in the maximum sign area subject to a sign permit. All signage related to the festival, fair, market commercial or
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noncommercial sale or event shall be promptly removed at the conclusion thereof. Festivals, fairs, markets, commercial or noncommercial sales, and public events may obtain Special Event sign permits up to 12 times per calendar year; said permits may run consecutively. Balloons, streamers, flags and pennants may be allowed up to the maximum height of a freestanding sign allowed in the zone in which the event is located. All balloons of any shape must fit within a three-foot cube (three feet high by three feet deep by three feet wide). Human-held and human-powered signs, and live, costumed advertisers or performers shall also be allowed; all other animated signs not listed specifically in this Subsection shall be prohibited. All signage subject to a Special Event sign permit shall be on-premises. The permit may contain conditions as appropriate to protect the reasonable use of adjoining property, and the public.

(F) Variances.

- (1) In some instances, a sign may not meet all of the standards established in this Chapter, but still accomplishes the purposes of this Chapter.
- (2) In such cases, the City Manager may approve variances to the number of signs, or variances of no more than 25% to height, sign area, and setback.
- (3) The City Manager may impose any conditions deemed reasonably necessary to ensure continued compliance with the approval criteria.
- (4) Variances shall automatically lapse upon redevelopment of the property with no right of assignment unless the scope of redevelopment is limited, and the City Manager agrees that the variance can remain in effect.
- (5) This procedure is the exclusive means for requesting variances to sign standards.

Sec. 11-10-5. Coordinated sign plan.

The coordinated Sign Plan Regulations as enacted by Ordinance No. 2155 shall continue in full force and effect solely as to properties which have recorded a Coordinated Sign Plan Declaration of Covenants. The Declarant, ~~their~~^{his} heirs, successors and assigns may, at any time, elect to record a document revoking said Declaration of Covenants, making the property encumbered thereby subject to the current version of this Chapter.

Sec. 11-10-6. Sign standards by zoning district.

The provisions in Table 10.1 apply with respect to the zones and uses indicated.

Table 10.1

Sign Standards by Zoning District

Zoning District	Maximum Number of Signs	Maximum Square Footage of Signs Per Lot- All Signs Combined	Maximum Height of a Freestanding Sign	Maximum Size of a Freestanding Sign*

B-1	Two Primary, One Secondary <u>**Three</u>	The lesser of 1.5 sq. ft. per linear foot of principal street frontage or 200 sq. ft.	20 feet	Single-tenant: 96 sq. ft.; Multi-tenant: 144 sq. ft.
B-4	Two Primary, One Secondary <u>**Three</u>	The lesser of 1½ <u>.5</u> sq. ft. per linear foot of principal street frontage or 200 sq. ft.	10 feet	Single-tenant: 96 sq. ft.; Multi-tenant: 144 sq. ft.
B-2, B-2A, B-3	Two Primary, One Secondary <u>**Three</u>	The lesser of one and a half <u>1.5</u> sq. ft. per linear foot of principal street frontage or 300 sq. ft.	25 feet	Single-tenant: 96 sq. ft.; Multi-tenant: 144 sq. ft.
Lots with two or more separate businesses in the B-2, B-2A, B-3, I-1, and I-2 zones	One Freestanding, One Primary wall sign for each business frontage on a street or parking lot	1½ <u>.5</u> sq. ft. per linear foot of principal street frontage (no maximum sq. ft.). Building wall signs are limited to one and a half <u>1.5</u> sq. ft. per linear foot of <u>each</u> business frontage.	25 feet	144 sq. ft.
I-1, I-2	One Primary	The lesser of one and a half <u>1.5</u> sq. ft. per linear foot of principal street frontage or 200 sq. ft.	10 feet	Single-tenant: 96 sq. ft.; Multi-tenant: 144 sq. ft.
OR	One Primary, One Secondary <u>Two</u>	Buildings 2,000 sq. ft. or less: six sq. ft.	6 feet	Buildings 2,000 sq. ft. or less: four <u>4</u>

		Buildings over 2,000 sq. ft.: 32 sq. ft. Secondary sign: six sq. ft.		sq. ft.; Buildings over 2,000 sq. ft.: 32 sq. ft.
RL, R-1, R-1A, R-1B, R-2, R-3, R-3A, R-4, R-5, R-6	One Primary, One Secondary*** <u>Two</u>	Buildings 3,000 sq. ft. or less: six <u>6</u> sq. ft. Buildings more than 3,000 sq. ft.: 32 sq. ft.	6 feet	Buildings 3,000 sq. ft. or less: six <u>6</u> sq. ft. Buildings over 3,000 sq. ft.: 32 sq. ft.
MHR	One Primary, One Secondary*** <u>Two</u>	12 sq. ft.	4 feet	6 sq. ft.
Other Signs by Zone District	Number	Sign Size	Maximum Height of a Freestanding Sign	Permit Required
Electronic Reader Boards (B-2, B2-A and B-3 Only)		May be no larger than 48 sq. ft.	25 feet	Yes
Temporary Signs and Banners (Nonresidential zoning only)	One Temporary, Sign or Banner	64 sq. ft.	25 feet	No
Portable Sign (Commercial Zones only)	One sign per business or use	16 sq. ft.		No

Development Entrance Sign (All Zones)	Two	80 sq. ft.	10 feet	Yes
Secondary Sign (Nonresidential Zones only)	One			Yes

* Freestanding sign square footage shall be included in the maximum square footage of signage per lot.

~~** Secondary signs in commercial zones are limited to 32 sq. ft.~~

~~***Secondary signs in residential zones are allowed only for buildings over 3,000 sq. ft., and are limited to 6 sq. ft.~~

Sec. 11-10-7. Supplemental sign standards.

- (A) *Maximum Sign Area.* The maximum sign area permitted per business or function present upon a single lot or parcel shall be as specified in the table contained in the tabulated provisions of Section 11-10-6.

Where the maximum sign area is based upon a computation determined by the linear feet of principal street frontage, the allowed maximum shall be applied to the entire lot or parcel, regardless of the number of businesses or functions thereon.

- (B) *Sign Clearance.* A projecting sign shall be a minimum height of nine feet above ground level. A projecting sign shall not extend more than five feet over the public right-of-way, and it shall not be higher than the roofline of the building at the point where it is attached. A revocable encroachment permit, as set forth in Section 11-10-4 (D), shall be required for signs projecting over City-owned rights-of-way. Other agencies may have requirements in addition to those set forth herein.

(C) *Sight Triangle Provisions.*

- a. For traffic safety reasons, whenever practicable, a 15-foot minimum setback shall apply to all freestanding signs in all zoning districts except "B-1."
- b. The City's sight triangle requirements shall apply to temporary signs, and all signs used pursuant to a Special Event sign permit.

(D) *Development Entrance Signs.* Developments, including subdivisions, planned developments, multifamily dwelling complexes, mobile home parks, and industrial parks, may have up to two freestanding monument entrance signs. Such freestanding monument entrance signs are not allowed upon any City property, including public rights-of-way, unless a revocable encroachment permit is approved.

(E) *Electronic Reader Boards.*

- (1) Electronic reader boards, and any portion of the sign face thereof may be changed no more frequently than once every eight seconds.
- (2) Use of electronic reader boards shall be limited to the "B2," "B2-A" and "B3" zoning districts, and said signs shall be no larger than 48 square feet.
- (3) The City may inspect the settings for electronic reader boards at any time during business hours for the business operating the sign, to determine compliance with these provisions.

(F) *Freestanding Signs.* The permanent sign base of a freestanding sign shall have an aggregate width of at least 40 percent of the width of the sign cabinet or face. All supporting structures of a freestanding sign shall match the primary finish and colors of the associated building.

- (1) One freestanding sign shall be permitted per multitenant lot or parcel.
- (2) One hundred fifty square feet of landscaping shall be required around the base of any freestanding sign located within 50 feet of a public right-of-way.
- (3) Permanent freestanding signs 12 feet or lower in total height shall be exempt from the 40 percent base width requirements set forth in this Subsection, provided that the sign shall have a sign face area not to exceed 40 square feet per sign face.

(G) *Vehicle-Mounted Signs.* All vehicle-mounted signs shall be permanently affixed, painted, magnetically applied or otherwise mounted upon a vehicle and shall not project more than 18 inches above the surface to which they are attached; and any sign which is mounted upon the roof, hood or trunk of a vehicle and which projects above such surface upon which it is mounted shall not exceed two square feet in area per face. Banners displayed on vehicles shall be subject to the provisions contained in Section 11-10-4 (E).

~~(H) *Wall Signs.* If a business has more than one frontage on streets and alleys, it may have one additional wall sign not to exceed 32 square feet.~~

~~(H)~~ *Window Signs.* Window signs not exceeding 2 square feet are permitted in residential zones.

~~(H)~~ *Prohibited Signs.* No rotating, flashing, roof, or animated signs or signs containing a moving message shall be permitted. This does not prohibit scrolling signs in windows or electronic reader boards.

CHAPTER 11-11. SUPPLEMENTARY USES

Sec. 11-11-1. Bed and Breakfast.

A Bed and Breakfast may be allowed ~~as a permitted use in the R-4 and OR-zone districts, as indicated in Section 11-7-6 of this Title, and as a conditional use in the R-3 and R-6 zone districts,~~ provided that the following criteria are met:

- (1) A Bed and Breakfast shall be operated solely by the residents of a lot of at least 6,250 square feet, and provide no more than two bedrooms for rent. The only meal provided on the premises shall be breakfast to the renters.
- (2) A Bed and Breakfast in the R-4 zone district shall have at least 3,125 square feet per rental bedroom.
- (3) Exterior advertising for a Bed and Breakfast shall comply with Chapter 10 Signs of this Title.
- (4) All parking for the Bed and Breakfast shall be in accordance with Section 11-8-3 of this Title.

Sec. 11-11-2. Group homes.

(A) *Number of Persons Permitted.*

- (1) A group home with no more than eight ~~(8)~~ handicapped or disabled residents, as defined in Section 11-15-~~10-2~~ of this Title, is a permitted use in the zone districts as indicated in Section 11-7-6 of this Title. Additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons are allowed.
- (2) Group homes with more than eight ~~(8)~~ handicapped or disabled residents shall be reviewed as a conditional use in the zone districts as indicated in Section 11-7-6 of this Title and processed as an application for a reasonable accommodation under the requirements and standards of the Fair Housing Amendments Act (FHAA), specifically, 42 U.S.C. 3604(f)(3)(B).
- (3) A group home shall not include any person required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended, unless related to other persons in the group home by blood, marriage or adoption or in foster care.
- (4) Other group homes, e.g., for children and group homes for elderly persons (who are not also handicapped or disabled persons), shall be reviewed as a conditional use in the zone districts as indicated in Section 11-7-6 of this Title.

(B) *Compliance with State and Local Requirements.*

- (1) The group home shall maintain compliance with applicable building codes, fire codes, and health codes based upon the occupancy classification and number of residents and necessary persons for care of the residents.

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- (2) The group home shall comply with the parking standards of this ~~title~~Title. All commercial components, such as parking lots and playgrounds, shall be screened and buffered from neighboring residences and uses.
 - (3) Copies of any applicable current state or local certifications, licenses or permits for the group home shall be maintained on the premises.

~~(C) Compliance with Federal Requirements. A group home for handicapped or disabled persons shall quarterly, and otherwise upon request by the City Manager, provide evidence and/or demonstrate that the residents in the group home are handicapped or disabled individuals and entitled to protection under the FHAA, Americans with Disabilities Act (ADA), or the federal Rehabilitation Act.~~

~~(D)~~(C) *Meetings and Gatherings.* Meetings or gatherings on-site at a group home for handicapped or disabled persons that are consistent with a normal residential family setting are allowed and shall only be for residents, family of residents, and necessary persons required for the support, care and supervision of the handicapped or disabled persons. This does not permit conducting ministerial activities of any private or public organization or agency or permit types of treatment activities or the rendering of services in a manner substantially inconsistent with the activities otherwise permitted in the particular zoning district. See, C.R.S. § 31-23-303(2) (c).

Sec. 11-11-3. Home occupations.

Home occupations may be conducted within a dwelling unit in any district as an accessory use only if the following criteria are met:

- (1) An application must be submitted with a fee as set forth in Section 3-1 of the City of Montrose Regulations Manual. Additionally, City and state sales tax licenses must be obtained if sales taxable by the City or state sales taxes are to be made.
- (2) The occupational activity and storage of any items used or sold in the occupation must be entirely within the dwelling unit. Neither the occupational activity nor any storage may be conducted within or utilize any garage, detached buildings, or other place upon the premises other than the residence itself.
- (3) Only the residents of the dwelling unit may be engaged in the home occupation.
- (4) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off of the premises.
- (5) The home occupation activity shall not utilize or occupy more than 20 percent of the net floor area of the dwelling unit.
- (6) Off-street parking shall be required for both the residential and the commercial activity in accordance with the requirements of Section 11-8-3 of this Title.

Sec. 11-11-4. Industrial performance.

- (A) Manufacturing operations or industrial uses, when permitted in a zone district, are subject to the following limitations:
- (1) No structure associated with a manufacturing operation or industrial use shall be constructed within 100 feet of an existing residential zone.
 - (2) Manufacturing and storage associated with manufacturing in the B-2 and B-3 zone districts shall be indoors.
 - (3) No manufacturing operation or industrial use may create a nuisance to other property by emitting any obnoxious or dangerous degree of heat, glare, radiation, fumes, dust, odor, noise, light, smoke, vibration or other adverse effects which cannot be effectively confined on the premises.
 - (4) All applicable environmental standards of the state of Colorado or the United States government shall be complied with at all times.
 - (5) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces.
- (B) Fueling stations or other retail uses having fuel pumps, when permitted in a zone district, are subject to the following limitations.
- (1) All fuel storage, except propane and non-hazardous Diesel Exhaust Fluid (DEF) dispensers, shall be located underground.
 - (2) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.

Sec. 11-11-5. Accessory Dwelling Units.

An accessory dwelling unit (ADU) may be approved as listed on the Schedule of Zone District Uses in Section 11-7-6 (G) and (H) of this Title, provided that an ADU complies with the following criteria:

- (1) An ADU may be attached to a primary dwelling unit, located in a detached unit or located in an attached or detached garage. Only one ADU is permitted on each lot or parcel.
- (2) An ADU may be a tiny home, modular home, or other form of construction in compliance with the City's building codes. Mobile and manufactured homes shall not be used as an ADU.
- (3) The size of the ADU shall be subject to the following limitations:
 - (a) The ADU shall contain at least two hundred square feet of net floor area;

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- (b) The ADU shall be no larger than one thousand square feet of net floor area.
 - (4) An ADU shall conform to all setback, height and other dimensional limitations applicable to accessory structures.
 - (5) One off-site parking space shall be required for an ADU in all zone districts except for the B-1 zone. The parking space shall be gravel or hard surface. Alleys are not permitted for use as parking.
 - (6) The ADU shall be served by adequate facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, and fire protection.
 - (7) An ADU shall not be conveyed separately from the primary dwelling unit.
 - (8) To the extent that standards for ADU's in the REDO District (Section 11-7-9 of this Title) conflict with this Section, those standards control.
 - (9) An ADU may not be licensed as a short-term rental after January 1, 2025, but renewals of existing short-term rental licenses will be allowed.

Section 11-11-6. Solar energy systems.

Accessory solar energy systems and solar farms, as defined in Chapter 11-15-2, shall comply with the following criteria:

- (1) Accessory solar energy systems.
 - (a) Accessory solar energy system components must be mounted as flush to the roof or structure as practicable.
 - (b) The accessory solar energy system may not extend above the roofline for pitched roofs.
 - (c) Solar collectors installed on flat roofs may be raised up to a maximum of six feet above the height of the building and shall be set back a minimum of three feet from the edge of the roof.
 - (d) Ground-mounted accessory solar systems must meet the minimum setbacks of the zone district and shall not exceed 15 feet in height.
- (2) Solar farms.
 - (a) Minimum lot size: Ten acres.
 - (b) Maximum height: 25 feet.

CHAPTER 11-12. ADULT BUSINESSES

Sec. 11-12-1. Location.

- (A) It shall be unlawful to operate or cause to be operated a sexually oriented business outside of the "I-2" General Industrial District.
- (B) A sexually oriented business shall not locate within the "I-2" General Industrial District within 1,000 feet of:
 - (1) Any church;
 - (2) Any public or private school;
 - (3) Any residentially zoned property as the same is established by this Title;
 - (4) A public park;
 - (5) A licensed childcare facility or established day care business;
 - (6) Any property, public or private, used for and equipped with facilities for recreation, especially by children. A playground may be incidental to school use, but is not limited to, school use or school facilities as defined herein;
 - (7) Any building owned, leased or held by the United States of America, the State of Colorado, Montrose County, or the City of Montrose, any school district or other agency or political subdivision, which building is used for governmental purposes.
- (C) It shall be unlawful to operate or cause to be operated a sexually oriented business within the "I-2" General Industrial District on any property within 500 feet of a Highway Corridor as that term is set forth in Section 11-8-8 (A) of this Title.
- (D) It shall be unlawful to operate or to permit the operation, establishment, or maintenance of a sexually oriented business within 100 feet of any other sexually oriented business.

Sec. 11-12-2. Distance measurement.

- (A) The distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business, or in the case of a sexually oriented business operating within a condominium estate or leasehold estate, from the closest airspace boundary of such condominium estate or from the closest wall of such leasehold estate.
- (B) The distance between any sexually oriented business and any church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above, shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the sexually oriented business to the nearest property line of the premises of a church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above. If the premises where the sexually oriented business is conducted is comprised of a condominium estate or leasehold estate, such distance shall be measured in a straight line, without regard to intervening structures or objects, from the nearest airspace boundary of the condominium

estate or the nearest wall of the leasehold estate used as part of the premises where the sexually oriented business is conducted to the nearest property line of the premises of a church, school, dwelling, public park, childcare facility playground, Highway Corridor or public building, as set forth above.

Sec. 11-12-3. Additional regulations.

- (A) All exterior windows in a sexually oriented business shall be opaque to such an extent that interior objects viewed from outside shall be so obscure as to be unidentifiable. Exterior windows in sexually oriented businesses shall not be used for any display or sign except for a sign that complies with the requirements of this Section.
- (B) All doors for ingress and egress to a sexually oriented business, except emergency exits used only for emergency purposes, shall be located on the front of the sexually oriented business. For the purposes of this Subsection, the front of a sexually oriented business shall be deemed to be that facade of the building that faces the front lot line of the lot or parcel on which the business is located. Every sexually oriented business shall have a foyer at every point of ingress or egress, except for emergency exits. In the case of a sexually oriented business having more than one front lot line, the sexually oriented business shall be oriented such that the front of the business faces away from the nearest of any of the land uses listed in Section 11-12-1(B).
- (C) The interior portion of the premises of a sexually oriented business to which patrons are permitted access shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place (including peep booths) at an illumination of not less than five footcandles as measured at the floor level. It shall be the duty of the operator, manager and employees present on the premises to ensure that the illumination described above is maintained at all times that any patron is present on the premises.
- (D) Any adult cabaret or adult theater shall have one or more separate areas designated as a stage. Entertainers shall perform only upon a stage. The stage shall be fixed and immovable and located inside the building in which the adult use operates. No seating for the audience shall be permitted within three feet of the edge of the stage. No members of the audience shall be permitted upon the stage or within three feet of the edge of the stage.

Sec. 11-12-4. Conduct.

- (A) No owner, operator, manager or employee mingling directly with the patrons of a sexually oriented business, or serving food or drinks, shall be in a state of nudity.
- (B) No owner, operator, manager or employee shall encourage or knowingly permit any person upon the premises to touch, caress, or fondle the genitals, pubic region, buttocks, anus or breasts of any person.
- (C) It shall be unlawful for any employee of a sexually oriented business to receive tips from patrons except as set forth in Subsections (D) and (E) of this Section.
- (D) An owner, operator, manager or employee who desires to provide for tips from its patrons shall establish one or more boxes or other containers to receive tips. All tips for such employees shall be placed by the patron of the sexually oriented business into the tip box.

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- (E) A sexually oriented business that provides tip boxes for its patrons as provided in this Section shall post one or more signs to be conspicuously visible to the patrons on the premises, in bold letters at least one inch high to read as follows:

"All tips are to be placed in the tip box and not handed directly to employees. Any physical contact between a patron and employees is strictly prohibited."

Sec. 11-12-5. Hours of operation.

It shall be unlawful for a sexually oriented business to be open for business, or for the owner, operator, manager or any employee of a sexually oriented business to allow patrons upon the premises during the following time periods:

- (1) On any Monday through Friday, other than January 1, from 12:00 midnight until 8:00 a.m.;
- (2) On any Saturday and Sunday from 2:00 a.m. until 8:00 a.m.

Sec. 11-12-6. Minimum age.

- (A) Except for such employees as may be permitted by law, it shall be unlawful for any person under the age of 21 years to be upon the premises of a sexually oriented business.
- (B) It shall be unlawful for the owner, operator, manager or any employee of the licensee to allow anyone under the age of 21 years, except for such employees or delivery persons as may be permitted by law, to be upon the premises of a sexually oriented business.

Sec. 11-12-7. Signs.

In addition to complying with all other sign regulations of this Title, a sexually oriented business shall display a sign, clearly visible and legible at the entrance to the business, that gives notice of the adult nature of the sexually oriented business and of the fact that the premises is off limits to minors or those under the age of 21 years, as the case may be. No sign for a sexually oriented business shall contain flashing lights, words, lettering, photographs, silhouettes, drawings or pictorial representations that emphasize specified anatomical areas or specified sexual activities.

Sec. 11-12-8. Unlawful acts.

It shall be unlawful for an owner, operator, manager or employee of a sexually oriented business to violate any of the requirements of this Chapter, or knowingly to permit any patron to violate the requirements of this Chapter.

Sec. 11-12-9. Adult gaming arcades.

(A) ~~Legislative Declaration. The City Council finds and declares as follows:~~

~~Limited gaming, defined in Article XVIII, § 9(4)(b) of the Colorado Constitution to include "the use of slot machines," is unlawful within any city that has not approved the expansion of limited gaming by the procedure set forth in Article XVIII, § 9(6) of a~~

statewide vote on a constitutional amendment followed by a second affirmative vote of the majority of electors in the city, town, or county in which limited gaming will occur.

- Limited gaming has not been so approved within the municipal limits of the City and accordingly “shall not be lawful” in the City under Article XVIII, § 9(6) of the Colorado Constitution.
- The Colorado Supreme Court has recognized the authority of a home rule municipality to enact regulation of gambling as a matter of local concern, in *Woolverton v City and County of Denver*, 361 P.2d 982, 988-990 (Colo. 1961), overruled on other grounds by, *Vela v People*, 484 P.2d 1204 (Colo. 1971).
- The State of Colorado has recognized the authority of municipal governments, in relation to their general police powers enumerated in C.R.S. § 31-15-401(1)(a)-(q), to declare what is a nuisance, to set punishments and abate declared nuisances, “to suppress gaming and gambling houses, lotteries, and fraudulent devices and practices for the purpose of gaining or obtaining money or property[.]” and to enact and enforce ordinances prohibiting the activity of gambling and uses of any gambling device.
- The City has exercised this authority in its history to deem it unlawful and to set criminal penalties for “any person to play at any game whatsoever for any sum of money or other property of value, or to make any bet or wager for any sum of money or other property of value upon the result of such game[.]” (Ordinance No 122, passed September 11, 1918).
- Businesses engaged in this activity referred to herein as Adult Gaming Arcades have the potential to have secondary, negative impact upon neighboring business, the community and the public in the form of increased crime, to wit: illegal drug usage; illegal drug distribution; public intoxication; violent crime and increased calls for service at and around their locations from the Montrose Police Department.
- The City Council has previously enacted a moratorium on new or relocating Adult Gaming Arcade establishments pursuant to its home rule authority provided under the Colorado Constitution, Article XX, Section 6, and the Montrose City Charter, Article II, Section 8, which conveys police power authority to act for the benefit of and preservation of public property, health, peace, or safety within the City limits.
- Within the period of the moratorium, City staff have evaluated the legality of the uses referred to as Adult Gaming Arcades and have recommended the prohibition of such uses.

(AB) Prohibition of Adult Gaming Arcade Uses.

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- (1) All uses constituting Adult Gaming Arcades, including without limitation Slot Machines, Gambling Device and Simulated Gambling Device, as defined at Chapter 11-15 of this Title, are prohibited within the City.
- (2) Owning, leasing to, or operating a new establishment or relocating an existing establishment constituting an Adult Gaming Arcade in violation of this Title shall be a nuisance under Section 6-4-1 of the Official Code of the City of Montrose. A separate offense shall be deemed committed each day on which a violation of this Section continues. Any violation may be charged separately and punished as an unlawful act subject to the penalty in Section 1-2-3 of the Official Code of the City of Montrose. The Montrose Municipal Court may impose consecutive sentences for multiple violations. The Montrose City Council hereby adopts and incorporates the above recital clauses herein by reference in this Ordinance, finds the recitals as true and correct, and to constitute the legislative findings of the City in support of the following ordaining sections. It is the purpose and intent of this Ordinance to promote the health, safety, morals, and general welfare of the residents and businesses of the City by affording time for City staff to conduct analysis of any impact from Adult Gaming Arcades, whether such uses are legal and, if so, can be appropriately sited within the city limits of the City of Montrose with appropriate regulation, whether such uses constitute establishments that allow the use of equipment or devices that qualify as slot machines subject to prohibition by the Division of Gaming as unlicensed and unlawful activity, and whether such uses are or should be prohibited by state law or concurrent local ordinance.

(B) Imposition of Moratorium. ~~A moratorium period is hereby declared on all new establishments not in existence or the relocation of existing establishments as of September 21, 2021, constituting Adult Gaming Arcades, Slot Machine, Gambling Device and Simulated Gambling Device from the effective date of Emergency Ordinance 2560, September 21, 2021, for the period of seven hundred thirty (730) days to September 21, 2023 (inclusive), or until further action of the City Council ending or modifying this moratorium, whichever occurs first. Such further action shall be taken by resolution by the City Council accordingly. No applications pertaining to sales and use tax, amendments to the official zoning map, site development, liquor license, sign permit or building permit, any development permit, or renewal or transfer of any of the aforementioned shall be accepted for review by the City of Montrose for the moratorium period as defined herein.~~

(C) Repeal. ~~This section (11-12-9) is repealed, effective 12:01 a.m. September 22, 2023.~~

**CHAPTER 11-13. ~~MOBILE HOMES,~~ MANUFACTURED HOUSING, ~~AND TRAVEL~~
~~HOMES~~ AND TINY HOMES**

Sec. 11-13-1. Use and location of ~~mobile homes~~ manufactured housing.

- (A) ~~No new mobile homes are permitted in the City. Existing Mobile-mobile~~ homes may be used, occupied or located only ~~in the following places~~ as follows:
- ~~(1) Upon property lawfully used for a mobile home sales business, provided that such use or occupation thereof shall be restricted to the office usage associated with the mobile home sales business, and no residential occupation shall be allowed.~~
 - ~~(2) Occupied as a dwelling within a mobile home park for which an occupancy permit has been issued or which park lawfully existed on the effective date of Ordinance No 1029, finally adopted on July 5, 1979.~~
 - ~~(31) Occupied as a dwelling within either within a mobile home subdivision manufactured housing park, or a zoning district, which allows mobile homes on individually-owned lots in the MHR zone district.~~
 - ~~(42) At a location where a mobile home is was~~ lawfully located, occupied or used on the effective date of Ordinance No 1029, finally adopted on July 5, 1979, or date of annexation to the City, and continuously located, occupied or used thereafter; subject to the nonconforming use regulations in Section 11-7-11 of this Title.
- (B) ~~All existing and new manufactured homes shall be permitted in accordance with these regulations.~~
- (C) ~~Unless located within a manufactured housing park, all manufactured housing shall be on a permanent foundation meeting City building code requirements designed by a Colorado licensed professional engineer.~~

Sec. 11-13-2. ~~Mobile~~ Manufactured home permits.

It shall be unlawful to set up any ~~mobile-manufactured~~ home on any space, lot or site until a ~~manufactured home~~ siting permit has been obtained under the procedure in Section 11-4-2; Table 4.1. from the City. The fee for such permit shall be as set forth in Chapter 3-1 of the City of Montrose Regulations Manual.

Sec. 11-13-3. ~~Mobile~~ Manufactured home requirements.

- (A) ~~Unless located within a mobile home park, a mobile home shall be either placed on a permanent foundation meeting City building code requirements or shall be set up as follows: designed by a Colorado licensed professional engineer.~~
- ~~(1) The mobile home shall be set up so that there is a minimum 18 inches high area for access to the water and sewer connections measured from the bottom of the wood frame to the ground or pad.~~
 - ~~(2) The support areas shall consist of a poured concrete or leveled gravel base.~~

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- (3) ~~The mobile home shall be set upon supports along both sides no more than eight feet apart, center to center, or as per manufacturer's specifications. Each support shall consist of two four-inch by eight-inch by 16-inch concrete pad blocks, topped by additional concrete blocks placed with their long dimensions running perpendicular to the long dimensions of the pad blocks. Pad blocks are not required if the supports rest upon a concrete slab. The top of each support shall be capped by a two-inch by eight-inch by 16-inch wood block, and wedges shall be used to ensure a tight set-up. Alternate supports may be approved pursuant to Section 106 of the Uniform Building Code.~~
- (4) ~~—The sewer connection shall be grouted and sealed. All plumbing, electrical or gas connections and work shall meet applicable Code requirements.~~
- (5) ~~The site shall be graded to direct drainage away from the mobile home.~~
- (6) ~~That portion of the water supply line subject to flexing shall be copper or polybutylene. That portion subject to freezing shall be wrapped with heat tape or otherwise frost proofed.~~
- (7) ~~All applicable requirements of this Chapter, Code and other City ordinances and regulations shall be met.~~
- (8) ~~Fire resistant skirting meeting City standards shall be installed within 90 days of set up around the lower perimeter of the mobile home, between the ground and the mobile home.~~
- (9) ~~The mobile home must have over 500 square feet of floor space.~~
- (AB) No manufactured home siting permit ~~for use of a mobile home or manufactured housing as a residence~~ shall be issued unless the following criteria are met:
- (1) It bears a certification of HUD approval ~~or UBC approval~~; or
 - (2) It meets or exceeds City building codes; ~~or~~
 - (3) ~~Mobile homes manufactured after June 15, 1976, comply with the requirements of the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC 1501 et seq.) and all rules and regulations promulgated thereunder; or~~
 - (4) ~~Mobile homes manufactured prior to June 15, 1976, and subsequent to the effective date of the Colorado Housing Act of 1970 (C.R.S. § 24-32-701 et seq.), comply with the requirements of said Act and all rules and regulations promulgated thereunder; or~~
 - (5) ~~Mobile homes manufactured prior to the effective date of the Colorado Housing Act of 1970 (C.R.S. § 24-32-701 et seq.) are certified by a registered professional engineer, or architect, to meet or exceed, on an equivalent engineering performance basis, the standards established pursuant to the Colorado Housing Act of 1970 or the National Mobile Home Construction Act of 1974; and~~
 - (6) ~~The mobile home or other structure is in good condition, safe and fit for residential use, and the utility connections are set up are safe, conform to plumbing and electrical code requirements and pose no safety or fire hazard.~~
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- (~~BE~~) Additions to manufactured ~~housing~~ homes must meet the requirements of City building codes. All such additions must have a foundation ~~capable of supporting that addition without dependence upon the manufactured housing frame for support of any kind.~~ designed by a Colorado licensed professional engineer.
- (~~CD~~) ~~It shall be unlawful to occupy any mobile home or manufactured housing until an occupancy permit is obtained following an inspection by the City to determine that it was installed in accordance with all applicable requirements.~~
- (~~CDE~~) Any ~~mobile home or~~ manufactured housing home which, on the effective date of Ordinance No 1029, ~~finally adopted on~~ (July 5, 1979), or ~~at the time of annexation,~~ if annexed subsequent to that date, was lawfully existing and maintained in accordance with previously applicable state, county or City regulations and ordinances, but which does not conform or comply with all of the regulations provided for in this Section, may be continued to be maintained or used at its existing site, ~~but shall not be enlarged, moved or replaced except in a conformity with this Section; subject to the nonconforming use regulations in Section 11-7-11 of this Title;~~ provided, however, mobile homes lawfully located within the City on the effective date of Ordinance No 1029, finally adopted on July 5, 1979, or the date of annexation subsequent thereto, which doesn't comply with Subsection (B) of this Section, may be moved and occupied at another site within the City subject to compliance with other applicable provisions of this Section, other City ordinances and regulations, and with applicable natural gas and electrical inspection and other requirements. If any such a mobile home is removed from the City, it may not be thereafter relocated within the City unless it also complies with Subsection (B) of this Section. Any mobile home or manufactured housing which was previously unlawful or illegal under previously applicable regulations shall remain unlawful or illegal and subject to abatement or other enforcement action.

Sec. 11-13-4. Mobile-Manufactured home park permits.

- (A) It shall be unlawful to commence the construction of any mobilemanufactured home park or the enlargement of an existing mobilemanufactured home park until a mobilemanufactured home park ~~construction~~ permit has been ~~approved by the City Planning Commission and City Council as meeting the criteria and requirements of this Chapter and other applicable City and state regulations~~ obtained under the procedure in Section 11-4-2; Table 4.1.
- (B) Application for a mobilemanufactured home park ~~construction~~ permit shall be made by submitting a site plan of the proposed mobilemanufactured home park, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-5 will be complied with.
- (~~C~~) ~~The site plan and all supporting plans must be submitted to the City no later than 30 days before the date at which the Planning Commission is to review the application. Following review of the application, the Planning Commission shall approve or disapprove the application. If disapproved, the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant upon request. If the application is approved, it shall be submitted to the City Council for review and action. The Council may approve the application, or disapprove the application if it finds that the requirements of these regulations have not been met.~~

(~~DC~~) It shall be unlawful to locate any mobilemanufactured home within any mobilemanufactured home park prior to the time that an occupancy manufactured home park permit for the mobile home park, or applicable portion thereof, has been issued by the City Building Official following an inspection to determine if the mobile home approved park, or the applicable portion thereof, and the manufactured home park has been developed in substantial conformity with the approved site plan ~~as approved by the City Council.~~

(~~ED~~) An application fee as set forth in Section 3-1 of the City of Montrose Regulations Manual shall accompany the application for a mobilemanufactured home park ~~construction~~ permit.

Sec. 11-13-5. MobileManufactured home park design.

(A) *Size and Location.* MobileManufactured home parks ~~must~~ shall meet the following criteria:

- (1) ~~They~~ A manufactured home park may be located only where allowed by Chapter 11-7 of this Title.
- (2) ~~The~~ A manufactured home park ~~must~~ shall have a minimum size of five acres.
- (3) A manufactured home park shall be limited to 10 manufactured home dwellings per acre in density.
- ~~(3) The maximum size of the mobile home park shall be 20 acres except for mobile home parks in existence, or parks developed on property held in single undivided ownership and zoned "MHR," as of July 1, 1998.~~
- ~~(4) No part of any mobile home park may be located within 1,320 feet of any part of any other mobile home park located either within or without the City limits.~~

~~(B) Minimum Compliance. All mobile home parks shall, as a minimum, comply with the Regulations for Mobile Home Parks issued by the State of Colorado, and the requirements of this Chapter. In the event of any conflict between the state regulations and the requirements of this Chapter, or other ordinances and regulations of the City, those regulations which are more stringent shall apply.~~

(~~GB~~) *Dimensional Requirements.* The following provisions shall apply to all applications for mobilemanufactured home parks ~~constructed~~ filed after the effective date of the ordinance from which this ~~Chapter Section~~ is derived: Ordinance No _____, finally adopted on _____, 2024.

- (1) Each mobilemanufactured home space shall be shown on the site plan and may have only one mobilemanufactured home located on it.
- (2) ~~Mobile home parks shall be limited to 10 mobile home dwellings per acre in density.~~ Each manufactured home space shall be a minimum area of 6,2503,000 square feet.
- (3) Front set-backs shall be a minimum of 12-five feet; the rear set-backs a minimum of ten feet; set-backs for the front and street side of a corner space shall be 12-ten feet; and the side set-backs shall be a minimum of five-ten feet; ~~and either the front set back or one of the side set backs shall be a minimum of 20 feet. from any park area boundary line.~~

(4C) *Parking.* A minimum of two off-street paved parking spaces per space shall be provided.

~~(5) Accessory structures which are not attached to the mobile home are not subject to rear and side yard set-backs.~~

(D) *Improvements.* The mobile manufactured home park developer shall provide the following improvements:

(1) City water systems, including fire hydrants and fire mains.

(2) City sanitary sewer system.

(3) Paved streets with a minimum paved width of 40-24 feet, ~~including the width of valley pans or sidewalks consisting of pavement/base course suitable to support the anticipated traffic.~~ Paved Interior streets consisting of monolithic sidewalk (five feet), driveover curb (twelve inches), and gutter (18 inches) on each side, and 25 feet of asphalt pavement/base course suitable to support the anticipated traffic.

(4) Storm drainage system and associated stormwater detention.

(5) Street signs, street lights.

(6) Concrete valley pans, three feet in width (in areas without sidewalk) or driveover curbs, and gutters, or sidewalks, ~~shall be~~ installed on each side of each street.

(7) ~~Landscaping of each space to include a minimum of 40 percent of the space in irrigated lawn, and the remainder of the area not occupied by improvements shall be landscaped in a reasonable fashion.~~ Sidewalks at least five feet in width installed on one side of each street.

(8E) *Parks.* A minimum of eight percent of the gross area of the mobile manufactured home park ~~must shall~~ be developed and maintained as a park and open space or playground and located to provide a buffer to adjoining streets or property.

~~(7) Any other on- or off-site infrastructure improvements necessary to support the proposed development.~~

(EF) *Public Utilities.* Arrangements to provide public utilities including, ~~if available,~~ gas, electricity, telephone and cable television shall be made with the utility companies.

(FG) *Improvements; Submission and Approval.* Plans for all improvements shall be submitted with the site plan manufactured home park permit application. ~~and shall be approved by the City Manager and City Engineer prior to the approval of any permit by the City Council.~~ All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.

(GH) *Easements.* The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over sizing of any water and sewer lines, in which event the City shall pay for the cost of over-sizing.

(HI) *Dependent Mobile Homes.* No dependent mobile home shall be allowed in any mobile manufactured home park unless the park provides sanitary facilities and a service building meeting the requirements contained in the state Code of Mobile Home Park Regulations for Mobile Home Parks, issued by the Colorado Department of Public Health and Environment (6 CCR 1010-12).

Sec. 11-13-6. Use and location of travel homes.

Travel homes may be occupied as temporary dwellings only in the following circumstances:

- (1) Within a travel home park for which ~~an occupancy~~ a travel home park permit has been issued or within a travel home park which lawfully existed at the effective date of the ordinance from which this Chapter is derived.
- (2) Upon private property for temporary occupancy by out-of-town guests, for a period not to exceed 30 days in any year for any tract of property.
- (3) Upon property for which a permit has been issued by the City pursuant to Section 11-13-7.

Sec. 11-13-7. Travel home permits.

- (A) ~~An application for a permit for the temporary location or use of a~~ A travel home ~~upon private property permit~~ shall be ~~made upon forms supplied by the City obtained under the procedure in Section 11-4-2; Table 4.1~~ and appropriate fees paid as set forth in Section 3-1 of the City of Montrose Regulations Manual.
- (B) A travel home permit ~~(for a period of up to one year)~~ may be issued under the following circumstances by the City Manager:
 - (1) For fire protection or security purposes in industrial districts.
 - (2) At a construction site during the construction period for nonresidential purposes.
 - (3) Travel homes may be used as a temporary residence, on property owned by the occupants, for which a building permit for a single-family residence has been issued, and water and sewer taps purchased which meet the following criteria:
 - (a) The travel home permit shall be in effect only as long as actual construction of the permanent residence is being pursued with due diligence.
 - ~~(b) The owners of all abutting property must approve the use in writing.~~
 - (c) The lot size of the premises upon which the travel home is located must have an area of at least twice the minimum lot size specified in City Zoning Regulations Section 11-7-7 of this Title.
 - (d) The travel home must be properly connected to the water and sewer system and be subject to monthly water, sewer and trash collection charges.
- (C) The City Manager ~~Planning Commission~~ may issue a travel home permit for the temporary location of travel homes, irrespective of the proposed use, on private property only, under the following circumstances:
 - (1) ~~Permits~~ A travel home permit shall be issued only upon the City Manager ~~Planning Commission~~'s determination that the criteria set forth in Section 11-7-6 of this Title applicable to ~~conditional temporary~~ uses have been met.
 - (a) The travel home permit may be granted upon conditions or limitations ~~which the Planning Commission determines are~~ necessary in order to ensure that the applicable criteria are met.

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- ~~(b) Notice of the hearing shall be provided in accordance with the requirements set forth in Section 11-4-3 of this Title for conditional use permit applications.~~
- ~~(c) An appeal de novo from the Planning Commission's decision may be had in accordance with Section 11-4-2 of this Title for conditional use permit applications.~~
- (2) The ~~City Manager~~~~Planning Commission~~ shall determine the maximum travel home permit period, but in no case shall the initial travel home permit period exceed 12 months.
- (a) No more than one permit for the same property may be issued in any 12-month period.
- (b) ~~Six months must elapse between successive permits applicable to the same property. The applicant may make a request to the City Manager for an extension of time prior to the expiration of the twelve-month permit period.~~
- (3) These provisions are not intended to allow temporary commercial travel homes ~~s-parks~~. No payments shall be collected from the travel home occupants by the owner or operator of the permitted site.
- (4) All travel homes ~~s units~~ shall be connected to a potable water and sanitary sewer system.
- (a) The City shall determine the appropriate utility rate structure, when City utilities are utilized ~~by the travel home units~~. Tap and system investment fees shall apply, when new taps are purchased. Unit charges may apply, at the City's sole discretion.
- (b) Monthly water, sewer, and trash collection charges shall apply, when City utilities or services are utilized ~~by the Travel Home units~~.
- (c) Water, sewer, and other utility connections shall meet all applicable requirements of the utility providers.
- (d) Backflow prevention devices shall be required in accordance with Chapter 3-8 of the Official Code of the City.
- (5) Access points and access drives shall feature all-weather surfaces, and meet all applicable City and fire district requirements.
- (6) Travel homes shall be set back a minimum of 25 feet from the nearest property line, regardless of the underlying zoning district.
- (7) Fire hydrants may be required as set forth in the International Fire Code, as adopted by the City.
- (8) All travel homes and utility facilities shall be promptly removed from the permitted site at the end of the travel home permit period.
- (9) All applicable federal, state and local regulations shall be met.
- (D) The City shall not issue any ~~temporary~~ travel home ~~location~~ permit, except for a use or location which complies with the criteria of this Section. Such permit may be revoked by the City ~~Manager~~~~Council~~ ~~after a hearing~~ upon reasonable notice to the applicant for a
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violation of any of the provisions of this Section, or any other applicable laws, ordinances or regulations of the City, state or federal governments.

Sec. 11-13-8. Travel home park permits.

- (A) It shall be unlawful to commence construction of any travel home park until a travel home park ~~construction~~ permit has been ~~approved by the City Planning Commission and City Council as meeting the criteria and requirements of this Chapter and other applicable City and state regulations obtained under the procedure in Section 11-4-2; Table 4.1.~~
- (B) Application for a travel home park ~~construction~~ permit shall be made by submitting a site plan of the travel home park, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-9 have been complied with.
- ~~(C) The site plan and all supporting plans must be submitted to the City no later than 30 days before the date at which the Planning Commission is to review the application. Following review of the application, the Planning Commission shall approve or disapprove the application. If disapproved the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant upon request. If the application is approved it shall be submitted to the City Council for review and action. The Council may approve the application, or disapprove the application, if it finds that the requirements of these regulations have not been met.~~
- ~~(C) It shall be unlawful to occupy any travel home within any travel home park prior to the time that an occupancy travel home park permit for the travel home park, or applicable portion thereof, has been approved issued by the City Manager following an inspection to determine if the travel home park, or the applicable portion thereof, and the travel home park has been developed in substantial conformity with the approved site plan as approved by the City Council.~~
- (E) An application fee as set forth in Chapter 3-1 of the City of Montrose Regulations Manual shall accompany the application for a travel home park ~~construction~~ permit.

Sec. 11-13-9. Travel home park design.

- (A) *Size and Location.* Travel home parks may be located only where allowed by Chapter 11-7 Zoning and shall be a minimum of two acres in area.
- ~~(B) All travel home parks shall, as a minimum, comply with applicable State of Colorado regulations for campgrounds and recreation areas, and the requirements of this Chapter. In the event of any conflict between state regulations and the requirements of this Chapter, or other City ordinances or regulations, those regulations which are more stringent shall apply.~~
- ~~(B) Dimensional Requirements.~~
 - (1) All travel homes and any accessory structures shall be setback at least ten feet from any other travel home and accessory structure.
 - (2) The number of travel homes in the park shall not exceed 25 travel homes per acre.

(~~DC~~) Parks. A minimum of ~~Eight-eight~~ percent of the gross area of the travel home park, ~~or 2,500 square feet, whichever is greater,~~ shall be developed and maintained as a park or playground.

(~~ED~~) Improvements. The travel home park developer shall provide the following improvements:

(1) A water system, including fire hydrants and fire mains sufficiently sized to provide code-required fire protection.

(2) A sanitary sewer system.

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

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

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

(c) Two-way/no parking: 24 feet;

(d) Two-way/parking on one side: 27 feet; and

(e) Two-way/parking on both sides: 34 feet.

(4) All travel home park pad spaces shall be gravel or hard surfaced; provided however that a ten-foot-deep paved apron shall be constructed on each pad site. Any expansion of an existing travel home park shall comply with this requirement to the extent of the expanded area, as of the effective date of the ordinance from which this Subsection is derived: Ordinance No _____, finally adopted on _____, 2024.

(~~45~~) A storm drainage system and associated stormwater detention.

(~~56~~) Street signs and ~~security-street~~ lights.

~~(6) A service building meeting the requirements of applicable state and City regulations.~~

~~(7) Any other on- or off-site improvements necessary to support the proposed development.~~

(~~FE~~) Improvements; Submission and Approval. Plans for all improvements shall be submitted with a ~~site-development plan~~ travel home park permit application ~~in accordance with Section 11-8-2 (B) of this Title.~~ All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.

(~~GF~~) Easements. The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over-sizing of water and sewer lines in which event the City shall pay the cost for over-sizing.

Sec. 11-13-10. Use and location of tiny homes.

(A) All existing and new tiny homes shall be permitted in accordance with these regulations.

(B) Unless located within a tiny home community, all tiny homes shall be on a permanent foundation meeting City building code requirements designed by a Colorado licensed professional engineer.

Sec. 11-13-11. Tiny home community permits.

- (A) It shall be unlawful to commence construction of any tiny home community until a tiny home community permit has been obtained under the procedure in Section 11-4-2; Table 4.1.
- (B) Application for a tiny home community permit shall be made by submitting a site plan of the tiny home community, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 11-13-12 have been complied with.
- (C) It shall be unlawful to occupy any tiny home within any tiny home community prior to the time that a tiny home community permit has been approved, and the tiny home community has been developed in substantial conformity with the approved site plan.
- (D) An application fee as set forth in Chapter 3-1 of the City of Montrose Regulations Manual shall accompany the application for a tiny home community permit.

Sec. 11-13-12. Tiny home community design.

- (A) *Size and Location.*
 - (1) Tiny home communities may be located only where allowed by Chapter 11-7 Zoning and shall be a minimum of two acres in area.
 - (2) Sites for a tiny home community shall be level and well drained, free from topographical hazards, natural hazards or other conditions unfavorable to proper enjoyment by users.
- (B) *Uses.*
 - (1) Only tiny homes and related accessory structures may be permitted within a tiny home community.
 - (a) Accessory structures to tiny homes as contained within the established space are limited to garages, storage structures and carports.
 - (b) All accessory buildings and structures shall conform to the building code and appropriate sections of these regulations.
 - (2) Tiny homes within a tiny home community are intended to be used as permanent dwellings and shall meet all applicable building code requirements.
- (C) *Ownership.* A tiny home community may only be established on a single parcel.
- (D) *Utilities.* All tiny homes must be connected to water, sewer and power before they are occupied.
- (E) *Parking.* Two paved parking spaces shall be provided for each tiny home space. A paved off-street parking area may be provided to offset up to a maximum of one space per each required tiny home space.
- (F) *Parks.* A minimum of eight percent of the tiny home community shall be developed and maintained as a park or playground.

(G) Addressing. Each tiny home shall have its address number as assigned by the City posted on the front portion of the space and visible from the adjacent roadway or, if there is no internal roadway, from the adjacent pedestrian walkway.

(H) Density.

(1) A tiny home community may contain up to sixteen tiny homes per acre.

(2) No more than one tiny home may be placed in a single space.

(I) Dimensional requirements.

(1) Each tiny home community shall provide the following setbacks along the exterior property line:

(a) From a state or federally designated highway: fifty feet;

(b) From any public right-of-way not described in (a) above: fifty feet;

(c) From the exterior lot line (side or rear): ten feet.

(2) Internal setbacks. The placement of any tiny home within a space shall meet the following setbacks:

(a) If applicable, from the front boundary adjacent to the interior roadway: ten feet;

(b) From all other space boundaries not included in (a) above: five feet;

(c) From another tiny home: ten feet.

(J) Improvements. The tiny home community developer shall provide the following improvements:

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

(2) A sanitary sewer system.

(3) Paved streets with a minimum width as follow:

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

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

(c) Two-way/no parking: 24 feet;

(d) Two-way/parking on one side: 27 feet; and

(e) Two-way/parking on both sides: 34 feet.

(4) A storm drainage system and associated stormwater detention.

(5) Street signs and security lights.

(K) Improvements; Submission and Approval. Plans for all improvements shall be submitted with a tiny home community permit application. All required improvements shall comply with standard City design and construction standards and specifications, unless otherwise specified herein.

(L) Easements. The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over-sizing of water and sewer lines in which event the City shall pay the cost for over-sizing.

Sec. 11-13-~~10~~13. Maintenance and upgrades.

- (A) All ~~mobile~~manufactured home parks, ~~and~~ travel home parks and tiny home communities shall be maintained in accordance with the requirements of this Chapter, applicable state of State Department of Health regulations, and other applicable regulations of the City of Montrose, Colorado.
- (B) The City ~~building official~~Manager, ~~or his designated representative~~, shall have the right to enter upon any ~~mobile~~manufactured home park, ~~or~~ travel home park or tiny home community at any reasonable time for the purpose of inspecting the premises to determine compliance with this Chapter or other applicable ordinances and City and state regulations.
- (C) The ~~mobile~~manufactured home ~~park~~, ~~or~~ travel home park, or tiny home community owner and operator shall ensure that all landscaping and irrigated lawn is maintained in good and healthy condition.
- (D) In the process of enforcing City codes and regulations, tThe City ~~building official~~Manager is authorized to approve maintenance and improvement/upgrade plans so as to retain existing ~~mobile home, manufactured housing~~home parks, ~~and~~ travel home parks and tiny home communities while incrementally improving their condition.
- (E) ~~Mobile home m~~Manufactured ~~housing~~home parks, ~~and~~ travel home parks and tiny home communities which are nonconforming to the requirements in this Chapter 11-13, either because of not having received a permit and/or because of noncompliance with current requirements, may request a variance pursuant to the procedure in Section 11-4-2, Table 4.1(Variance) by making application under Section 11-7-13, 11-8-1 (E) or 11-8-1(F), as applicable. In acting upon such variance application, the Planning Commission is authorized to grant a permit, and/or to allow deviation from identified standards for such parks under this Chapter 11-13, only with such conditions as will ensure that the park is enabled to continue to operate with improvements which render it less nonconforming.

CHAPTER 11-14. WIRELESS COMMUNICATIONS

Sec. 11-14-1. Purpose.

The purpose of this Chapter is to protect residential areas and lands by minimizing adverse impacts of antennas and towers; to encourage the location of antennas and towers in nonresidential zone districts; and to minimize the total number of antennas and towers in the community. In addition, these provisions are established to encourage the joint use of new and existing tower locations; to ensure that towers are located in areas that minimize adverse impacts; to ensure towers and antennas are configured in a way that minimizes adverse visual impacts by careful design, appropriate site, landscape screening, and innovative camouflaging techniques. Further, these provisions are established to enhance the ability to provide telecommunications services to the community quickly, effectively, and efficiently; to protect public health and safety; to avoid damage to adjacent properties from tower failure through careful engineering and locating of tower structures; to encourage the attachment of antennas to existing structures; and to facilitate the provision of telecommunications services throughout the City.

Sec. 11-14-2. Applicability.

These provisions shall apply to all towers, antennas, and telecommunication facilities, as defined, except: (1) any tower or antenna not more than 35 feet in height, and owned and operated by a federally-licensed amateur radio station operator or used exclusively as a receive-only facility and (2) City-owned SCADA instrumentation and communications facilities, including without limitation radios, antennas, towers, boosters, repeaters, data collectors and transmitters. Further, high tension electric transmission or distribution line support towers used as mounts for antennas not more than 12 feet in height above the highest point of said tower shall be permitted in all zoned districts and are exempt from the separation requirements contained in this Chapter, but shall meet the specific requirements for telecommunications facilities/telecommunications support facilities for towers contained herein. Towers, antennas, and telecommunication facilities shall be regulated and permitted pursuant to the provisions of this Section and shall not be considered utilities. This Chapter aligns the review and approval process for these facilities with the FCC and any other agency of the federal government with the authority to regulate these facilities.

Sec. 11-14-3. Eligible telecommunication facility request.

- (A) *Application.* Each application for a tower shall include all of the information listed on Appendix One for “Eligible Telecommunication Facility.” Upon the request of the City or their designees, the telecommunications provider shall meet with and provide the requesting official information concerning the proposed system design, which information shall not be reduced to writing and shall be treated as a confidential trade secret.
- (B) *Review Procedure.* The review procedure for all applications for locating or relocating towers and/or antennas shall be as provided in Sections 11-4-2 and 11-7-6 of this Title. Review must be completed within the federally-mandated deadlines provided in Section 11-14-4.

Sec. 11-14-4. Review deadlines.

- (A) In compliance with federal law and regulations, the City shall review and act upon all applications within the following time periods:
- (1) Within 30 days the City will give written notice of incompleteness, specifying the code section that requires the information. This halts the remaining deadlines until a complete application is filed.
 - (2) Within 60 days the City will act on applications that are not a “substantial change” (an Eligible Telecommunications Facilities Request).
 - (3) Within 90 days the City will act on collocation applications that are not a substantial change in the size of a tower, or location or collocation applications for a small cell facility or small cell network, or replacement or modification of the same.
 - (4) Within 150 days the City will act on applications for new facilities, collocation applications that are a substantial increase in the size of the tower or substantial increase an existing facility that are not a small cell facility or small cell network.

Sec. 11-14-5. Standards for towers.

- (A) Towers are allowed only as conditional uses in all zones. The existence of another structure or use on the same zone lot shall not preclude the installation of a tower subject to the separation requirements contained hereinbelow. A request to locate a tower or telecommunication facility is subject to the provisions of this Chapter and may be granted only when the goals contained in Section 11-14-1 are met or the following conditions as will advance those goals:
- (1) Moving the location of the tower to a more appropriate available site;
 - (2) Using a different technology that will lessen the impact of the tower;
 - (3) Requiring an appropriate alternative tower structure;
 - (4) Other actions designed to disguise or otherwise lessen the impact of the tower.
- (B) To comply with the general requirements, towers shall:
- (1) Comply with the provisions contained herein and the zone district regulations for permitted structures in the zone district in which it is located. The dimensions of the entire zone lot shall apply and not the dimensions of the leased parcel.
 - (2) Have a diameter of not more than 48 inches measured at the base of the tower.
- (C) Any tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such tower shall remove the same within 90 days of the issue date of the notice to remove the tower or antenna.
- (D) Towers shall meet all of the following criteria:
- (1) Setbacks. The minimum zone district setback requirements shall apply to all towers.
 - (2) Height. The height and bulk of the tower shall be controlled by the district regulations of the zone district in which the tower is located, but in no case shall it exceed the following maximum height:

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- (a) Single users, not more than 75 feet in height.
 - (b) Two or more users, not more than 90 feet in height.
- (3) *Color.* Towers shall be finished in a neutral color to reduce visual obtrusiveness, subject to any applicable standards of the FAA.
- (4) *Support Facilities.* Support facilities associated with towers shall:
- (a) Not contain more than 350 square feet of gross floor area or be more than 12 feet in height per user;
 - (b) Maintain the minimum setback and bulk plane requirements of the zone district in which it is located;
 - (c) Provide solid view-obscurer security fencing not less than six feet in height;
 - (d) Provide landscaping in accordance with the following requirements:
 - i. The tower compound shall be landscaped with a buffer of plant materials that effectively screens the view of the tower base and compound from property used for residences. The standard buffer shall consist of a landscaped strip at least five feet wide outside the perimeter of the compound and shall provide for and maintain approved landscaping on the remainder of the zone lot;
 - ii. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived in accordance with variance procedures set forth in Section 11-7-13 of this Title.
 - iii. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. Towers located on large, wooded lots, natural growth around the property perimeter may be considered a sufficient buffer.
- (5) *Lighting.* Towers shall not be artificially illuminated unless required by the FAA or other government regulation. Ground level security lighting not more than 20 feet in height may be permitted if designed to minimize impacts on adjacent properties;
- (6) *Separation Requirements.* The following separation requirements shall apply to all towers.
- (a) Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 14.1 of this Chapter, except as otherwise provided in Table 14.1.
 - (b) Separation distances between towers shall be maintained and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the base of the proposed tower, pursuant to a site plan of the proposed tower. The minimum separation distances shall be as provided in Table 14.2 of this Chapter.
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Table 14.1
Tower Separation Requirements from Certain Uses and Zones

Off-Site Use/Designated Area	Separation Distance
Single or two-unit dwellings and vacant platted or unplatted residential zoned property.	500 feet or 3 times the height, whichever is greater
Existing multifamily residential units	500 feet or the height of tower, whichever is greater
Parks	1,000 feet
Nonresidential zoned lands with nonresidential uses	None; only setbacks apply

Table 14.2
Minimum Separation Between Towers (in feet)

	Existing Towers, Types			
Proposed Tower, Types	Lattice	Guyed	Monopole 75 feet in height or greater	Monopole not more than 75 feet in height
Lattice	2,500	2,500	1,500	1,000
Guyed	2,500	2,500	1,500	1,000
Monopole 75 feet in height or greater	1,500	1,500	1,500	1,000
Monopole not more than 75 feet in height	1,000	1,000	1,000	1,000

Sec. 11-14-6. Standards for antennas.

- (A) Antennas are allowed only as conditional uses in all zones. A request to locate an antenna or telecommunication facility is subject to the provisions of this Chapter and may be granted only when the goals contained in Section 11-14-1 are met or the following conditions as will advance those goals:
- (1) Moving the location of the antenna to a more appropriate available site;
 - (2) Using a different technology that will lessen the impact of the antenna;
- (B) Antennas which are not attached to a tower and their associated telecommunications support facilities:
- (1) May be located on any nonresidential structure or multiple-unit dwelling structure, containing eight or more dwelling units, that is at least 35 feet in height.
 - (2) Are considered a permitted use and the existence of another structure or use on the same zone lot shall not preclude the installation of an antenna.

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- (C) Any antenna that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna shall remove the same within 90 days of the issue date of the notice to remove the antenna.
- (D) Antennas installed on a structure other than a tower shall meet the following criteria:
Height and bulk plane. Height and bulk of the antenna shall be controlled by the district regulations of the zone district in which it is located, except that antennas shall not extend more than 12 feet beyond the highest point of the building or structure to which it is attached.
- (E) *Support Facilities.* Telecommunications support facilities shall meet all of the following criteria:
- (1) Telecommunications support facilities may be located on the roof of a building.
 - (2) The antenna and telecommunications support facilities shall be a neutral color that is identical to, or closely compatible with, the color of the supporting structure, subject to FAA regulations.
 - (3) The telecommunications support facilities shall not contain more than 350 square feet of gross floor area or be more than 12 feet in height per user.
 - (4) If the telecommunications support facilities are located at grade, they shall comply with all the same requirements as those for towers in the specific requirements contained in Section 11-14-5 (D) (4).

Sec. 11-14-7. Standards for small cell facilities and networks.

- (A) *Applicable Requirements.* Small cell facilities and small cell networks shall comply in all respects with the requirements of this Chapter, with the exception of design requirements, and shall comply with applicable provisions of this Title, with the specific exception of setback requirements in Section 11-7-7 of this Title.
- (B) *Location.* Small cell facilities are permitted in City rights-of-way, upon facilities in these rights-of-way and on public easements owned by the City under the following priority:
- (1) First, on a City-owned utility pole, which shall be removed and replaced with a pole designed to contain all antennae and equipment within the pole to conceal any ground-based support equipment and ownership of which pole is conveyed to the City.
 - (2) Second, a City-owned utility pole with attachment of the small cell facilities in a configuration approved by the City.
 - (3) Third, on a third-party owned utility pole, (with the consent of the owner thereof), with attachment of the small cell facilities in a configuration approved by the City.
 - (4) Fourth, on a traffic signal pole or mast arm in a configuration approved by the City, or in the case of a CDOT facility, by CDOT.
 - (5) Fifth, on a freestanding or ground-mounted facility which meets stealth requirements in a location and configuration approved by the City.
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- (6) The proposed location and pole type shall be justified in permit application.
- (C) *Height.* All small cell facilities shall not exceed two feet above the light pole, traffic signal or other facility or structure to which they are attached, or the maximum height in the relevant zone district, whichever is less.
- (D) *Spacing and Placement.* No small cell facility shall be located within one thousand feet (1000 ft) of any other such facility. Small cell facilities shall be located on common property lines, as extended into the public right-of-way.
- (E) *Design.* Small cell facilities shall be designed to blend with and be camouflaged in relation to the structure upon which they are located (e.g.: painted to match the structure).
- (F) *Permitting.* Small cell facilities and networks shall make application for a permit for work in the right-of-way. Small cell facilities and networks shall make application for location on private property through the building permit process. The City may accept applications for a small cell network, provided each small cell facility shall be separately reviewed.
- (G) *Indemnification.* The operator of a small cell facility which is permitted to locate on a city-owned utility pole, traffic signal or other structure owned by the city shall, as a condition of permit approval, indemnify the city from and against all liability and claims arising as a result of that attachment, including repair and replacement of damaged poles and equipment, in a form approved by the city attorney.
- (H) *Bonding.* All permits for location of small cell facilities on real property not owned by the small cell permittee shall include as a condition of approval a bond, in form approved by the city attorney, to guarantee payment for any damages to the real property and removal of the facility upon its abandonment.

Sec. 11-14-8. Design and signage standards.

- (A) *Design.* The design of antennas, and telecommunications support facilities shall use materials, colors, textures, screening, and landscaping that create compatibility with the natural setting and surrounding structures.
- (B) *Mass.* The mass of antennas or an antenna on a tower shall not exceed 450 cubic feet per user, with no one dimension exceeding 14 feet per user. The mass shall be determined by the appropriate volumetric calculations using the smallest regular rectilinear, cuboidal, conical, cylindrical or pyramidal geometric shapes encompassing the entire perimeters of the array.
- (C) *Signs.* Signs related to the tower/antenna shall be limited to those signs required for cautionary or advisory purposes only.

Sec. 11-14-9. Collocation.

Antennas may be attached to an existing tower, which is in compliance with all the requirements herein, as long as the height of the tower is not increased. The new antenna and any telecommunications support facilities must comply with all application regulations herein. A tower may be modified or constructed to accommodate the collocation of additional antennas under all of the following conditions:

- (1) The tower shall be the same type as the existing tower, unless the tower is replaced by a monopole not more than 48 inches in diameter;
- (2) An existing tower, to accommodate the collocation of an additional antenna, may be modified or rebuilt only once to a taller height, not to exceed 30 feet more than the towers existing height;
- (3) The additional height referred to in Subsection (2) of this Section shall not require an additional distance separation as set forth in Table 14.2 of this Chapter. The tower's pre-modification height shall be used to calculate distance separations;
- (4) The existing tower shall comply with the separations from certain uses and zones in Table 14.1 of this Chapter;
- (5) If a tower is replaced to accommodate collocation, only one tower may remain on the zoned lot;
- (6) If a tower is relocated on-site in compliance with all setback requirements, and within a 25 feet radius of its existing location, under the terms and conditions of this Section, it shall not be deemed a violation of the separation requirements of this Section.

Sec. 11-14-10. Public records.

The City may share information, except for the confidential proposed system design, with other applicants applying for approval or use exceptions or other organizations seeking to locate towers or antennas in the City, except that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

CHAPTER 11-15. DEFINITIONS

Sec. 11-15-1. Word usage.

(A) All provisions, terms, phrases, and expressions contained in this Title shall be construed according to the general purposes set forth in Section 11-1-4 of this Title and the specific purpose statements set forth throughout this Title. When, in a specific section of this Title, a different meaning is given for a term defined for general purposes in this Chapter, the specific section's meaning and application of the term shall control.

(B) Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

~~(B)~~(C) If a term is not defined in this Chapter, the City Manager may use a definition from a list of definitions published by an organization of professionals engaged in the application of that definition, including but not limited to the American Institute of Architects, the American Planning Association, the International Code Council, the National Fire Protection Association, and the Institute of Transportation Engineers. The City Manager may also use a definition contained in a published dictionary in general use, including but not limited to the Merriam-Webster dictionary, that the City Manager determines is consistent with the intents expressed in this Title and with applicable Colorado or federal law.

Sec. 11-15-2. Definitions —~~Administrative.~~

~~The following words, terms and phrases, when used in this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:~~

~~Sec. 11-15-3. Definitions — Adult business.~~

~~Sec. 11-15-4. Definitions — Floodplain Management.~~

~~Sec. 11-15-5. Definitions — Historic preservation.~~

~~Sec. 11-15-6. Definitions — Outdoor lighting.~~

~~Sec. 11-15-7. Definitions — Signs.~~

~~Sec. 11-15-8. Definitions — Subdivision.~~

~~The following words, terms and phrases, when used in Chapter 11-5 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:~~

~~Sec. 11-15-9. Definitions — Wireless communications.~~

Sec. 11-15-10. Definitions—Zoning.

The following words, terms and phrases, when used in Chapter 11-7 and 11-13 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

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Accessory building or structure means a building or structure on the same lot with the ~~building or structure housing the~~ principal ~~use~~structure, ~~but housing at the~~ use of which is customarily incidental and subordinate to the principal use.

Accessory Dwelling Unit (ADU) means an internal, attached, or detached residential dwelling that provides complete independent living facilities (including but not limited to provisions for sleeping, eating, cooking, and sanitation) for one or more persons, is located on a lot with an existing primary dwelling unit, and is secondary and subordinate to that primary residential dwelling. Mobile homes, park models and travel homes shall not be included within the definition of the term Accessory Dwelling Unit. An ADU may include a tiny home, as defined herein.

Accessory use means a use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the ~~permitted principal~~ use.

Adjacent means meeting, abutting or touching at some point, or located across a street, alley, rail right-of-way, irrigation ditch easement, or other right-of-way.

Adult Business-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-12 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Adult arcade means any commercial establishment to which the public is permitted or invited where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image or virtual reality producing machines, for viewing by five or fewer persons per machine at any one time, are used regularly to show films, motion pictures, video cassettes, slides, or other photographic, digital or electronic reproductions describing, simulating or depicting specified sexual activities or specified anatomical areas.

Adult bookstore, adult novelty store, or adult video store means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations, however produced, that depict or describe specified sexual activities or specified anatomical areas; or
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

Adult cabaret means a nightclub, bar, restaurant, concert hall, auditorium or other commercial establishment that features:

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- (1) Persons who appear nude or in a state of nudity or semi-nudity; or
 - (2) Live performances that are characterized by the exposure of specified anatomical areas or by the exhibition of specified sexual activities.

Adult gaming arcade means any business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person or by that person's partners, affiliates, subsidiaries, agents, or contractors which features (i) slot machine(s), (ii) gambling device(s), (iii) simulated gambling device(s), or (iv) any mechanical, electrical, video, electronic, or other device, contrivance or machine which after insertion or conveyance of a coin, debit card, credit card, cash, virtual currency, token or similar object or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive monetary compensation and/or redeemable game credits, or any other thing of value. This definition expressly includes any tabletop or standing electronic display with one or more stations featuring buttons, joysticks, or other control(s) that delivers to the player cash, cash premiums, prize(s), redeemable game credits or any other thing of value for successful play, whether the redeemable payout is made automatically from the machine or from an employee of the business location, to include "fish game," "fish game table," "fish game gambling table" however denominated. This definition expressly excludes any business location which features bona fide amusement devices that pay nothing of value, cannot be adjusted to pay anything of value, provide only unredeemable free games, or provide only tickets redeemable for nonmonetary prizes consisting of toys or novelties of nominal value; crane games; vintage slot machine models introduced on the market in 1984 as described in Chapter 11 of this Title; coin-operated music machines; or any bona fide amusement device authorized within restaurants by C.R.S. § 44-3-103(47).

Adult motel means a hotel, motel or similar commercial establishment that offers accommodations to the public for any form of consideration and provides patrons with closed-circuit television transmission, films, motion pictures, video cassettes, slides, or other media productions, however produced, which are characterized by the depiction or description of specified sexual activities or specified anatomical areas, and which commercial establishment has a sign visible from the public right-of-way which advertises the availability of this adult type of media production.

Adult motion picture theater means a commercial establishment that is distinguished or characterized by the showing, for any form of consideration, of films, motion pictures, video cassettes, slides, or similar photographic reproductions, on more than 100 days per year, that have an "X" rating or that have an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by an emphasis on exposure of specified anatomical areas or by specified sexual activities.

Commercial establishment means an establishment that may have other principal business purposes that do not involve the depicting or describing specified sexual activities or specified anatomical areas and still be categorized as a sexually oriented business. Such

other business purposes will not serve to exempt such commercial establishments from being categorized as a sexually oriented business so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe specified sexual activities or specified anatomical areas. The term "commercial establishment" includes clubs, fraternal organizations, social organizations, civic organizations or other similar organizations with paid memberships.

Crane game means an amusement machine that, upon insertion of a coin, bill, token, or similar object, allows the player to use one or more buttons, joysticks, or other controls to maneuver a crane or claw over a nonmonetary prize, toy, or novelty, none of which shall have a cost of more than \$25.00, and then, using the crane or claw, to attempt to retrieve the prize, toy, or novelty for the player.

Employee means a person who works or performs in and/or for a sexually oriented business or an adult gaming arcade, regardless of whether or not said person is paid a salary, wage, or other compensation by the operator of said business.

Establishment of a sexually oriented business means and includes any of the following:

- (1) The opening or commencement of any such business as a new business;
- (2) The conversion of an existing business into a sexually oriented business;
- (3) The addition of a different sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of a sexually oriented business.

Foyer means an architectural element of a building that consists of an entry hall or vestibule that is completely enclosed and contains one door to provide access to areas outside of the building and a separate door to provide access to areas inside of the building.

Gambling device means any device, machine, paraphernalia, or equipment that is used or usable in the playing phases of any professional gambling activity, whether that activity consists of gambling between persons or gambling by a person involving the playing of a machine; except that the term does not include a crane game.

Manager means an operator, who is employed by a sexually oriented business or an adult gaming arcade to act as a manager or supervisor of employees or is otherwise responsible for the operation of the business.

Nudity or state of nudity:

- (1) The appearance of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or
- (2) A state of dress which fails, opaquely and fully, to cover human buttocks, anus, male or female genitals, pubic region, or areola or nipple of the female breast.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted by other persons.

Operator means includes the owner, custodian, manager, operator, or person in charge of any sexually oriented business or an adult gaming arcade.

Peep booth means a room, semi-enclosure or other similar area located within a sexually oriented business wherein a person may view representations of specified anatomical areas or specified sexual activities.

Person means an individual, proprietorship, partnership, corporation, limited liability company, association, or other legal entity.

Principal business purpose means any establishment, having as a substantial or significant portion of its stock in trade the items listed in Subsections (A) and (B) of the definition of adult bookstore, adult novelty store, or adult video store and having on the premises at least 30 percent of the establishment's display space occupied by the display of the items described therein.

Principal owner means any person owning, directly or beneficially:

- (1) Any membership or partnership interest in a limited liability company or limited liability partnership if such person has any legal control or authority over the management or operation of the entity; or
- (2) In the case of any other legal entity, five percent or more of the ownership interests in the entity, except for shareholders, but including such shareholders who are corporate officers or directors or who otherwise have any legal control or authority over the management or operation of the entity.

Prize means a gift, award, gratuity, good, service, credit, or anything else of value, including a thing of value for a "gain", that may be transferred to a customer, whether or not possession of the prize is actually transferred or placed on an account or other record as evidence of the intent to transfer the prize. "Prize" does not include: (I) Free or additional play; (II) Any intangible or virtual award that cannot be converted into money, goods, or services; or (III) A paper or electronic coupon, whether issued to a player as a single ticket or token or as multiple tickets or tokens, that is won in return for a single play of a device; has a value that does not exceed the equivalent of \$25.00; cannot be exchanged or returned for money, monetary credits, or any financial consideration; and cannot be used to acquire or exchanged for any product that is, contains, or can be used as a constituent part of or accessory for: (A) Alcohol beverages; (B) Tobacco, tobacco products, marijuana, or smoking; or (C) Firearms or ammunition.

Public park means an area of land owned by a governmental entity or private association and intended to be used for recreational purposes, including any such land that contains no improvements and is intended only for open space purposes, and including any such land that is intended for use only for pathway purposes.

Seminude or *semi-nudity* means a state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breasts, as well as portions of the body covered by supporting straps or devices, which supporting straps or devices are used to support or enable the wearing of such clothing.

Sexually oriented business means an adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, peep

booth or nude model studio. The definition of sexually oriented business shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the State of Colorado engages in medically approved and recognized sexual therapy, or a college, junior college or other institution which houses an adult model studio for artistic or educational purposes.

Simulated gambling device means a mechanically or electronically operated machine, network, system, program, or device that is used by an entrant and that displays simulated gambling displays on a screen or other mechanism at a business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person conducting the game or by that person's partners, affiliates, subsidiaries, agents, or contractors; except that the term does not include bona fide amusement devices, as authorized in C.R.S. § 44-3-103(47), that pay nothing of value and cannot be adjusted to pay anything of value. "Simulated gambling device" includes: (I) A video poker game or any other kind of video card game; (II) A video bingo game; (III) A video craps game; (IV) A video keno game; (V) A video lotto game; (VI) A video roulette game; (VII) A pot-of-gold; (VIII) An eight-liner; (IX) A video game based on or involving the random or chance matching of different pictures, words, numbers, or symbols; (X) An electronic gaming machine, including a personal computer of any size or configuration that performs any of the functions of an electronic gaming machine; (XI) A slot machine, where results are determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Article XVIII, § 9(4)(c) of the Colorado constitution; and (XII) A device that functions as, or simulates the play of, a slot machine, where results are determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Article XVIII, § 9(4)(c) of the Colorado constitution. "Simulated gambling device" does not include any pari-mutuel totalizator equipment that is used for pari-mutuel wagering on live or simulcast racing events and that has been approved by the director of the division of racing events for entities authorized and licensed under C.R.S. tit. 44 art. 32.

Slot machine means any mechanical, electrical, video, electronic, or other device, contrivance, or machine which, after insertion of a coin, token, or similar object, or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive cash premiums, merchandise, tokens, redeemable game credits, or any other thing of value other than unredeemable free games, whether the payoff is made automatically from the machines or in any other manner; except that the term does not include a crane game or vintage slot machine models introduced on the market in 1984, does not contain component parts manufactured in 1984 or thereafter and is not used for gambling purposes or limited gaming purposes.

Specified anatomical areas means as used herein means and includes any of the following:

- (1) Human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola, that are not completely and opaquely covered; or

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- (2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified criminal acts means sexual crimes against children, sexual abuse, sexual assault, or crimes connected with another sexually oriented business, including, but not limited to, distribution of obscenity, prostitution, or pandering.

Specified sexual activities means includes any of the following:

- (1) The fondling or other intentional touching of human genitals, pubic region, buttocks, anus or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- (3) Masturbation, actual or simulated;
- (4) Human genitals in a state of sexual stimulation, arousal, or tumescence; or
- (5) Excretory functions as part of or in connection with any of the activities set forth in Subsections (A) through (D) of this definition.

Affordable housing means rental housing affordable to a household with an annual income of at or below sixty percent of the Area Median Income (AMI), and that costs the household less than thirty percent of its monthly income. "Affordable housing" also means for-sale housing that could be purchased by a household with an annual income of at or below one hundred percent of the AMI, for which the mortgage payment costs the household thirty percent or less of its monthly income. An affordable housing project is allowed in all zoning districts, subject to underlying zone requirements. An affordable housing project shall, as a condition of approval, be accompanied by the recordation of a deed restriction, in form approved by the supervising entity and subject to City review which establishes qualified owners and successors in interest of units within the project at the levels specified herein, the maximum initial and subsequent sale prices for the units, ownership and rental restrictions to qualified persons, and enforcement provisions.

Aircraft support services mean aircraft maintenance and passenger and crew services.

Airport means any area that is used, or is intended to be used, primarily for the takeoff and landing of aircraft and any appurtenant areas that are used, or intended to be used, for airport buildings or facilities, including open spaces, taxiways, and tie down areas, hangars, and other accessory buildings.

Alley means a public way permanently reserved as a secondary means of access to abutting property.

Amended plat means an amended subdivision plat, or replat, which changes the number of separately described contiguous parcels of property or lots previously approved by the City, and meeting the requirements of Section 11-5-7 of this Title.

Annexation means the act of attaching, adding, joining or uniting a parcel of land to the legal entity known as the City of Montrose.

Applicant means any person submitting paperwork for a development application.

Area Median Income (AMI) means the median annual income for Montrose County, as adjusted for household size, that is calculated and published annually by the Department of Housing and Urban Development (HUD) or any successor index.

Assembly, religious means any structure or place wherein religious worship, ceremonies, rituals, and education are held for a congregation.

Assisted Living Facility means a residential structure licensed by the State of Colorado to provide health-related and personal care.

Average yearly high-water mark means the point on the bank, edge or channel at which the Uncompahgre River's waters reach their maximum average height on an annual basis; sometimes referred to as "HWM" herein. The average HWM shall be calculated based upon the depth of the Uncompahgre River at a cross section on the subject property, using a yearly peak flow rate of 2,000 cubic feet per second.

B

Bar or tavern means an establishment primarily devoted to the serving alcoholic beverages, and in which the service of food is incidental to the consumption of such beverages.

Barrier(s) to employment and housing stability means social, economic or health conditions, including mental illness, chemical dependency, or other disabling chronic health conditions which prevent or diminish a person's ability to obtain and remain in safe and permanent housing.

Bed and Breakfast means a business providing rooms and use of bath facilities on a nightly (short term rental) basis, for compensation, which business is incidental to the use of the premises for residential purposes.

Building means ~~a shelter or enclosure constructed for persons, animals or chattels.~~ any structure having a roof supported by columns or walls and intended for supporting, enclosing, sheltering or protecting any use or occupancy. The term shall include modular homes that do not fall within the definition of manufactured home or mobile home.

Building height means the vertical distance measured from the finished grade to the highest point of the underside of the ceiling beams for a flat roof; to the deck line for a mansard roof; and to the mean level of the underside of the rafters between the eaves and the ridge for a gable, hip or gambrel roof; chimneys, spires, towers, elevator penthouses, tanks and similar projections other than signs shall not be included in calculating the height.

~~*Building line* means a line parallel to a property line beyond which no exposed portion of a building other than its eaves extends.~~

Building line means a line parallel to the property line beyond which no exposed portion of a building extends, other than its eaves or the roof overhang.

Building materials business means an establishment involved in the sale, storage, and distribution of structure supplies and services including lumber, brick, tile, cement, insulation, floor covering, lighting, plumbing supplies, electrical supplies, cabinetry, and roofing materials.

C

Campground means a parcel of land on which two or more camping or glamping sites are located, established, or maintained for occupancy by camping units.

Camping unit means a self-propelled or towed recreational vehicle, other vehicle used for temporary human occupancy, or a cabin, tent or other type of shelter intended, designed, or used for temporary human occupancy.

Childcare facility means any facility not in a residence and excluding schools which provides less than 24-hour care and supervision for minor children, in accordance with the Statutes of the State of Colorado.

~~*Chief building official* means the officer or other designated authority charged with the administration and enforcement of the building code, or that person's authorized representative.~~

City means City of Montrose, Colorado.

City Council means the Council of the City.

City Manager means the City Manager of Montrose, Colorado or his or her designee.

~~*Land-use City staff* means City staff members appointed by the City Manager for the purposes of review of land use matters, inclusive of the City Planner, the City Engineer and the City Attorney.~~

Code means the Montrose Municipal Code.

College or other place of adult education means an educational institution authorized by the state to award associate, baccalaureate, or higher degrees or a school conducted as a commercial enterprise for teaching skills and vocations, or skills in which machinery is employed as a means of instruction including vocational or technical school, and industrial schools and training facilities.

Common interest community means real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a declaration. The unit of ownership for any owner (except the association) within a common interest community is either a common interest community unit or a subplot. A common interest community is a condominium, planned community, or co-op.

Common interest community unit means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration. A common interest community unit may be comprised of only vertical boundaries or a combination of vertical and horizontal boundaries.

Conditional use means a use which is permitted only after review and approval pursuant to Sections 11-4-2 and 11-7-6 (B) of this Title.

Condominium means a type of ownership which consists of a separate fee simple estate in an individual airspace unit of a multi-unit property, together with an undivided fee simple interest in common elements. This definition is further supported by the following terms:

-
- (1) *Individual air space* means any enclosed room occupying all or part of a floor in a building of one (1) or more floors to be used for residential, professional, commercial or industrial purposes.
 - (2) *Common elements*, unless otherwise provided in the declaration or by written consent of all the condominium owners, means the land or the interest therein on which a building or buildings are located; the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of such building or buildings; the basements, yards, gardens, parking area and storage spaces; the premises for lodging of custodians or persons in charge of the property; installations of central services such as power, light, gas, water, heating, refrigeration, central air conditioning and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use; such community and commercial facilities as may be provided for in the declaration; and all other parts of the property necessary or convenient to its existence, maintenance or safety in common use.
 - (3) *Condominium unit* means an individual air space unit, together with the interest in the common elements appurtenant to such unit.
 - (4) *Declaration* means an instrument which defines the character, duration, rights, obligations and limitations of condominium ownership.

Contiguous means sharing an edge or boundary, or touching one another at more than one point or corner.

Co-Op means a common interest community in which the real property is owned by an association, each member of which is entitled by virtue of such member's ownership interest in the association to exclusive possession of a unit.

D

Density means the number of dwelling units per gross acre of a development parcel, including roads and other public improvements in land area.

Disturbance envelope means the area or areas which will be directly affected by a proposed development located within the Uncompahgre River Buffer Zone.

Drive-in or drive-through means a site design or site feature that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services or obtain goods while remaining in their motor vehicles. This use includes but is not limited to drive-by pickup facilities for parcels, goods, food, or beverages.

Dwelling, ~~Duplex~~duplex -means a single residential building with-on a single lot containing two dwelling units. , each designed for use and occupancy by one household. The two units must be able to function as dwelling units independently of each other, but may be located side-by-side, in front and behind, or above and below each other.

Dwelling, Multiple~~multi~~-family household residence means ~~any residence with three-five~~ or more dwelling units in a single building on a single lot, where each unit is occupied by one occupant or household and where each unit has an individual entrance to the outdoors or to a common hallway. This use type includes modular homes as defined herein.

Dwelling, single-household attached means a single-household dwelling unit attached to one or more single household dwellings that share a common vertical side or rear wall reaching from the building foundation to the roof structure, each of which is located on its own separate lot. This use is also referred to as a townhome. This use type includes modular homes as defined herein.

Dwelling, single-household detached means a single-household dwelling that is not attached to any other dwelling by any means (except an approved accessory dwelling unit), on a single lot. This use type includes modular homes as defined herein.

Dwelling, tiny home means a single-household dwelling that is permanently constructed on a vehicle chassis; is not self-propelled; is designed for long-term residency; contains less than 400 square feet of gross floor area; includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home; is constructed to the International Residential Code as adopted by the Building Codes and Standards program of the Colorado Division of Housing; and has affixed to it a metal plate insignia certifying that it is built to those standards.

Dwelling, triplex or fourplex means a single building on a single lot containing three or four dwelling units under one roof, each of which is occupied by one occupant or household. This use type includes modular homes as defined herein.

Dwelling unit means an area in a building containing cooking, living and sanitary facilities designed for ~~use and used by a single family for~~ residential purposes.

E

Electric vehicle charging station (EVCS) means a public or private parking space served by battery charging station equipment which has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle (EV) also referred to as an EVCS space.

Electric vehicle charging station, retail means grouping of multiple EVCS's accessible to the public as a primary use of property, and which may provide electricity to customers for a fee. The property may also contain another primary use such as a convenience store.

Electric vehicle (EV) parking space means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

Estate subdivision, (large) means a subdivision, or part thereof, with a minimum lot size of at least one-half of an acre, a gross area of at least ten acres or a minimum total area inclusive of adjoining approved large or small estate subdivision with a minimum of one-sixth contiguity of at least 20 acres, and which is designated as a single-~~family~~household residence district.

Estate subdivision, (small) means a subdivision, or part thereof, with a minimum lot size of 14,500 square feet, a gross area of at least ten acres or a minimum total area inclusive of

adjoining approved large or small estate subdivision with a minimum of one-sixth contiguity of at least 20 acres, and which is designated as a single-~~family~~household residence district.

F

~~Family means one or more individuals occupying a single dwelling unit and living as a single housekeeping unit with a maximum of eight adults.~~

Family Child Care Home (FCCH) is a type of family care home that provides less than 24-hour care at any time for two or more children that are unrelated to each other or the provider, and are cared for in the provider's place of residence or as currently defined by the Statutes of the State of Colorado. A family child care home shall be considered an accessory use to a residence in all zone districts.

Farm implement sales or service establishment means a business necessary and customary to farming or ranching operations, requiring special knowledge, expertise, or equipment, including the parking, servicing, repairing, or maintenance of vehicles designed for on-road hauling of livestock or agricultural products, and including vehicles and machinery designed for the harvesting, planting, cultivating, or processing of crops.

Farmers market means a seasonal open-air market where produce, plants, eggs, food and artisan's products are sold directly to consumers.

Farms and ranches mean land used primarily for the production of crops or livestock, including: irrigated meadows, irrigated and dry pasture, and irrigation ditches; stock drive routes; lands used for barns, corrals and storage of crops or agricultural products. This use excludes commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.

Flood Management-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-6 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

100-year flood means a flood having a recurrence interval that has a one percent chance of being equaled or exceeded during any given year (one percent annual chance flood). The terms "100-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term "100-year flood" does not imply that the flood will necessarily happen once every 100 years.

100-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

500-year flood means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term "500-year flood" does not imply that the flood will necessarily happen once every 500 years.

500-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 500-year flood.

Addition means any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Alluvial fan flooding means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

Area of shallow flooding means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood Elevation (BFE) means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Basement means any area of a building having its floor sub-grade (below ground level) on all sides.

Channel means the physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

Channelization means the artificial creation, enlargement or realignment of a stream channel.

Code of Federal Regulations (CFR) means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal government. It is divided into 50 Titles that represent broad areas subject to federal regulation.

Conditional Letter of Map Revision (CLOMR) means FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, as specified in Section 11-6-5 (H) of this Title, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the City at any time before, during and after a flood.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM database (usually spreadsheets containing data and analyses that accompany DFIRMs) means the FEMA mapping specifications and guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital Flood Insurance Rate Map (DFIRM) means the FEMA digital floodplain map the digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

Elevated building means a non-basement building:

- (1) Built, in the case of a building in FIRM Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water; and
- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of FIRM Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D.

The term "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

~~*Existing-manufactured*~~ *Manufactured* home park or subdivision, *existing* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Federal Register means the official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA means Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) Overflow of water from channels and reservoir spillways;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (3) Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

Flood control structure means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular

waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) means the official report provided by FEMA. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

Floodplain or floodprone area means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

Floodplain administrator means the City Manager, or designee, who shall administer and enforce the provisions of Chapter 11-6 of this Title.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within floodprone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and Chapter 11-6 of this Title.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations and ordinances.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, such as a floodplain ordinance, grading ordinance and erosion control ordinance, and other applications of police power. The term "floodplain management regulations" describes such state or local regulations, in any combination, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

Freeboard means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means a structure that is:

- (1) Listed by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior, or have been certified directly by the Secretary of the Interior in states without approved programs.

Letter of Map Revision (LOMR) means FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the special flood hazard area (SFHA).

Letter of Map Revision Based on Fill (LOMR-F) means FEMA's modification of the special flood hazard area (SFHA) shown on the Flood Insurance Rate Map (FIRM), based on the placement of fill outside the existing regulatory floodway.

Levee means a manmade embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10, as amended.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating or recreation, or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

~~New-manufactured~~ *Manufactured home park or subdivision, new* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of Ordinance No. 2290-, adopting this Chapter.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Material Safety Data Sheet (MSDS) means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

Mean sea level means for the purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations.

No-Rise Certification means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

Physical Map Revision (PMR) means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

Start of construction means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or erection of temporary forms; nor does it include installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the building's external dimensions.

Structure means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the City; if an independent appraiser or the like is required, the property owner shall bear the cost thereof. This includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) A project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by

officials having jurisdiction over such matters, and which are the minimum necessary conditions; or

- (2) Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

Threshold Planning Quantity (TPQ) means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

Variance means a grant of relief to a person from the requirements of Chapter 11-6 of this Title when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by Chapter 11-6 of this Title.

Violation means is the failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Floor area, gross means the total square footage of the building measured along the outside walls of the building and including each floor level.

Floor area, net means the total square footage of the building measured along the outside walls of the building and including each floor level, but not including open balconies, garages or other enclosed automobile parking areas and basement storage areas.

Food truck means a motor vehicle or trailer with a current Mobile Food Vendor's Permit designed and equipped for the preparation and sale of food and/or beverages.

Food truck court means an area of land on which one or more food trucks sell food and/or beverages to the public, and on which the public may consume food and/or beverages.

Fueling station means any building or lot having facilities for the sale of gasoline, diesel and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

Fulfillment center means a facility that is used for the receipt of bulk products and the storage, separation, and distribution of those products on an individual basis to individual end-user consumers. A fulfillment center's primary function is moving a shipment from one mode of transport to vehicles with rated capacities less than 10,000 pounds, for delivery directly to consumers or end-users. This includes e-commerce activities.

Funeral home means an establishment for the preparation of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial or cremation.

This definition includes other undertaking establishments such as columbaria, crematoria, and may include a facility for the permanent storage of cremated remains of the deceased.

G

Glamping means a form of camping involving accommodation and facilities more luxurious than those associated with traditional camping.

Golf course means a tract of land laid out with a course having nine (9) or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal use, nor shall it include driving ranges that are not accessory to a golf course.

Government buildings and facilities means any building or facility owned and operated by the United States of America, the State of Colorado, the City of Montrose, or any agency or political subdivision thereof.

Grade means the elevation of the ground surface in its natural state, before man-made alterations or construction.

Grade, finished means the final elevation of the ground surface surrounding a building or structure after development.

Greenhouse, commercial means any land or structure used primarily to raise trees, shrubs, flowers or other plants for sale or for transplanting.

Group home means a state-licensed home for eight (8) or fewer persons that is for purposes other than those defined as a *Group home for the handicapped or disabled*.

Group home for the handicapped or disabled means a state-licensed home for eight (8) or fewer persons with mental or physical impairments which substantially limit one or more major life activities, and including such additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons. “Handicap” and “disability” have the same legal meaning. A person with a disability is any person who has a physical or mental impairment that substantially limits one of more major life activities; has a record of such impairment; or is regarded as having such an impairment. A physical or mental impairment includes, but is not limited to, hearing, visual, and mobility impairments, alcoholism, drug addiction, mental illness, mental retardation, learning disability, head injury, chronic fatigue, HIV infection, AIDS, and AIDS Related Complex. The term “major life activity” may include seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, speaking, or working. Group homes for handicapped or disabled persons, as they relate to recovering (not currently using) alcoholics and persons with drug addictions, may also be known as sober living arrangements.

H

Historic Preservation-Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-3 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Alteration means any act or process that changes one or more of the exterior architectural or landscape features of a building, structure, site, object or district.

Certificate of Appropriateness means certificate issued by the commission authorizing any proposed repair, restoration, alteration, construction, relocation or demolition of a designated building, structure, site or object or element within a designated historic district pursuant to Chapter 11-3 of this Title.

Certificate of Economic Hardship means a certificate issued by the commission authorizing the repair, restoration, alteration, construction, relocation or demolition of a designated building, structure, object site or element within a designated historic district in accordance with the provisions of this Chapter, even though a Certificate of Appropriateness has previously been denied.

City's historic register means the register established pursuant to Section 11-3-3 of this Title.

Commission means the Historic Preservation Commission established pursuant to Section 11-3-2 of this Title.

Compatible or *compatibility* means consistent with, harmonious with and/or enhancing the mixture of complementary architectural styles either of an individual building, structure, object or site or of surrounding structures.

Construction or *construct* means the act of erecting an addition to an existing building, structure or object or the erection of a new principal or accessory building, structure or object on a lot or property.

Contributing property means a building, structure, site or object that reflects the historic or architectural character within a district.

Demolition or *demolish* means any act or process that destroys in part or in whole a building, structure or object.

Demolition by neglect means forsaking maintenance of any building, structure, object or site to allow severe deterioration, potentially beyond the point of repair.

Design guidelines means a standard of appropriate activity that will preserve the historic and architectural character of a building, structure, object, site or district.

District means as set forth in Section 11-3-4 of this Title.

Exterior architectural appearance means the architectural character and general composition of the exterior of a building, structure or object, including, but not limited to, the kind, color (excluding paint) and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.

Historic district means a defined area designated pursuant to this Chapter, which may contain within its geographic boundaries one or more contributing buildings, structures,

objects or sites, and which may have within its boundaries other non-contributing buildings, structures, objects or sites.

Historic property means a building, structure, site or object which is designated by the City Council pursuant to this Chapter.

Infill means construction on vacant or underused parcels within existing areas that are largely developed.

Inventory means catalog of buildings, structures, objects and sites within the City, listed, eligible for listing or non-eligible for listing on the City's historic register.

Maintenance means all activities necessary to prolong the useful life and aesthetic appearance of a property.

National Register of Historic Places means the list of significant buildings, structures, sites or objects in American history, architecture, archaeology, engineering or culture maintained by the U.S. Secretary of the Interior.

Non-contributing property means a building, structure, object or site that does not reflect the historic or architectural character within a district because of age or lack of integrity.

Object means a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Period of significance means span of time during which significant events and activities occurred.

Relocation means moving a building, structure or object to a different location, either temporarily or permanently.

Secretary means the secretary of the commission.

Secretary of the Interior's Standards for the Treatment of Historic Properties means the preservation, rehabilitation, restoration and reconstruction standards adopted by the U.S. Department of the Interior.

Site means location of a significant event, a prehistoric or historic occupation or activity, or a building, structure or object, whether standing or vanished, where the location itself maintains historic or archaeological value regardless of the value of any existing structure.

Structure means a construction for purposes other than shelter for humans, animals or chattel, such as a road, bridge, canal, or fence.

Home occupation means any commercial activity, whether for profit or nonprofit, conducted within a dwelling unit. A home occupation includes remote telework employment.

Homeowner association means any entity whether a corporation, partnership, unincorporated association, or other entity existing for the purpose of maintaining commonly-

owned facilities or enforcing private protective covenants whose members or shareholders are the property owners involved.

Hospital means an institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training and central services facilities and staff offices.

Hotel or motel means a building designed for occupancy as the temporary abiding place (30 days or less) of individuals who are lodged with or without meals, and with such building having six or more guest rooms.

Household is defined as any of the following:

- (1) A single person occupying a dwelling unit;
- (2) Up to any number of persons of any relationship, so long as in compliance with all health and safety regulations; or
- (3) A group home, or group home for the handicapped or disabled, as defined herein.

I

Industrial use, other means an establishment or business that uses hazardous inputs or creates hazardous by-products in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts on the environment or surrounding areas. Examples include but are not limited to: asphalt and concrete batch plants, fuel alcohol plants, fuel bulk plants, and ice and cold storage plants, but excluding the use or storage of any materials listed as hazardous substances in Title 40, Code of Federal Regulations, Parts 116.4, 302.4, and 355, or in C.R.S. 25-15-101.

J

K

L

Land development means any change in the use of land or improvements thereon, including, but not limited to:

- (1) The construction, enlargement, reconstruction or renovation of any improvements which require a building permit.
- (2) A change in use or intensity of use on the land, or within a structure.
- (3) The placement of temporary structures on the land.
- (4) Site clearance, removal or addition of vegetation, grading, dredging, mining, drilling, cut and fill activities, dumping soil or other materials, removal of soil or contouring of a site.

(4)(5) Request for approval of any of the forms of land use application listed in Section 11-4-2 at Table 4-1.

Notwithstanding the foregoing, the following shall not be deemed to constitute *land development*:

- (1) Normal maintenance and repair of improvements which do not involve a change in use or intensity of use.
- (2) Nonstructural interior improvements when they have no effect on the square footage of the existing improvements and are not associated with a change of use.

Large retail development means a retail project or establishment of more than 10,000 square feet of gross floor area.

Laundry facility, self-service means an establishment with washing machines and dryers for public use.

Letter of infrastructure completion and acceptance means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title accepting all public and necessary on- and off-site improvements. The issuance of this letter shall end the construction warranty period.

Letter of substantial completion means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title accepting all public and necessary on- and off-site improvements, except for landscaping and irrigation facilities. The landscaping and irrigation facilities may be secured with as set forth in Section 11-5-12 of this Title.

Library means a facility that is open to the public and is primarily intended for the loan of books, periodicals and other reading materials.

Live/work unit means a residential dwelling unit in a mixed-use building used partly for commercial office, retail, or personal service uses.

Lot means a parcel or tract of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or possession or for building development.

Lot width means the width of a lot measured at the building line.

M

Manufactured ~~housing-home~~ means a single-family household homes substantially or entirely manufactured in a factory which ~~are-is~~ moved on site in substantial component parts, ~~are~~ placed on a permanent or temporary foundation, ~~are-is~~ not self-propelled and which ~~are-is~~ manufactured, certified and labeled pursuant to 42 USC 5401 et seq. or certified by the Colorado Division of Housing pursuant to CRS 24-32-703 and affixed with a certification label (also known as a HUD tag – see image below) on the outside of the home.



Mobile-Manufactured home park means any single or contiguous lots, tracts, or premises upon which is located two or more mobile or manufactured homes ~~intended for use or~~ used as residences ~~typically, but not necessarily, held and operated under undivided ownership with rental of spaces or units, on a permanent basis on individual lots, pads, or spaces; whether those lots, pads, or spaces be individually owned, leased, or rented.~~ A manufactured home park does not include modular home subdivisions.

Manufactured home, tiny home and travel home sales or service establishments mean businesses principally involved in the sale, servicing, repairing, maintenance, or storage of manufactured homes, tiny homes and/or travel homes.

Manufactured housing means mobile homes and manufactured homes.

Manufacturing and non-manufacturing uses mean industrial operations including food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.

Medical clinic means an ambulatory health facility where patients are admitted for outpatient examination and treatment by a group of licensed health care practitioners, dentists, or licensed health care practitioners in practice together. This use includes facilities providing support to the medical profession and patients medical and dental laboratories, blood banks and various types of medical supplies and services. This definition includes facilities such as blood donor stations, chiropractor offices and clinics, optometrist offices and clinics; osteopathic physician offices and clinics, and other specialized treatment clinics except outpatient drug treatment clinics.

Micro-brewery, micro-distillery, and micro-winery mean a small brewery, winery, meadery or distillery operated separately or in conjunction with a drinking establishment or restaurant, provided the beer, wine, mead or liquor is sold for consumption onsite or off the premises and is not sold to other drinking establishments, restaurants, or wholesalers.

Minor subdivision means a subdivision which meets the requirements of Section 11-5-3 of this Title.

Mixed use means the development of a lot tract or parcel of land, building or structure with two or more different uses including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed use building means a building designed, planned and constructed as a unit, used partially for residential use and partly for commercial uses including, but not limited to, office, retail, public uses, personal service or entertainment uses.

Mobile home means a moveable residential dwelling unit constructed prior to 1976 which is designed to be transportable after fabrication on its own wheels, attached wheels, or lowboy, suitable for year-round occupancy and containing a toilet, sleeping accommodations, a tub or shower bath, kitchen facilities, plumbing and electrical connections provided for attachment to external systems. A mobile home is designed for long-term residential occupancy; a travel home as defined below shall not be considered a mobile home, as defined herein. single-household dwelling, factory-built and factory-assembled residence which does not comply with the National Manufactured Homes Construction Safety and Standards Act. (42 U.S.C. Section 5401 et seq., 1978, as amended).

Mobile home, dependent, means a mobile home without toilet, lavatory or bathing facilities.

Modular housing-home means single-family household, duplex, triplex, fourplex, or multi-family household housing-homes substantially or entirely manufactured in a factory which are moved on site in substantial component parts, are placed on a permanent foundation, are not self-propelled and which meet or exceed, on an equivalent engineering basis, standards established by the applicable City's building code. The homes will bear an insignia labeled as "Factory Built Unit Certification" which are typically found under the kitchen sink – see image below.

THIS INSIGNIA IS THE PROPERTY OF THE
STATE OF COLORADO
DIVISION OF HOUSING

THE FACTORY BUILT PORTION OF THIS STRUCTURE COMPLIES WITH THE FACTORY
BUILT CONSTRUCTION STANDARDS OF THE STATE OF COLORADO

MANUFACTURER(S) NAME _____

PLAN APPROVAL NO. _____ UNIT ID# _____

DATE BUILT _____ CERTIFICATION NO. _____

MANUFACTURER CERTIFIES THE FOLLOWING:

		CODES BUILT TO:
ROOF DESIGN LOAD	_____ PSF	_____ MECHANICAL
WIND SPEED	_____ MPH	_____ ELECTRICAL
FLOOR DESIGN LOAD	_____ PSF	_____ PLUMBING
OCCUPANCY	_____	_____ BUILDING
SEISMIC CAT	_____	
ENERGY CODE	_____	

Modular structure means a nonresidential building substantially or entirely manufactured in a factory which is moved on site in substantial component parts, placed on a permanent foundation, are not self-propelled and which meets or exceeds, on an equivalent engineering basis, standards established by the City's building code.

Museum means a facility or area that is open to the public and is intended for the display of art or other works that have architectural, artistic, cultural, literary, historical, or scientific value.

N

Native vegetation means species of plants considered indigenous to the State of Colorado by government or reputable academic sources; species of plants that are not listed as "non-native" by agencies of the State of Colorado or the U.S. Bureau of Land Management.

Nonconforming use means a use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

O

Office, business means an office for professionals such as physicians, dentists, chiropractors, lawyers, architects, engineers, surveyors, artists, musicians, designers, teachers, accountants, bookkeepers, secretarial services, title companies, social service providers and others who through training are qualified to perform services of a professional nature and where no storage or sale of merchandise exists, except as accessory to the professional services.

Official Zoning Map means the adopted zoning map of the City showing zoning districts and boundaries.

On-site supportive services include, but are not limited to, health and dental care, behavioral health care, mental health services, substance abuse services, case management, life skills training, food access, assistance with transportation, child care assistance, and dependent care, when offered in connection with supportive housing.

Open space, useable means land which is free of buildings, structures, parking lots and other substantial private improvements, except as noted herein. Useable open space may include swales, drainageways and stormwater detention areas; landscaped medians in parking lots; courtyards; private parks and playgrounds; and tracts of land owned and maintained by a Homeowners Association. Useable open space may not include easement areas (unless co-located as part of a HOA tract); front, side or rear yards; or private trails.

Outdoor Lighting - Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-9 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Bulb means the source of electric light. To be distinguished from the whole assembly. (See *Luminaire*.)

Candela means unit of luminous intensity.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

Fixture, Full-full cut-off fixtures means a fixtures, as installed, that ~~are~~is designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

Flood light means light that produces up to 1,800 lumens and is designed to flood a well-defined area with light. Generally, flood lights produce from 1,000 to 1,800 lumens.

Flux means a unit that is erg/sec or watts.

Footcandle means illuminance produced on a surface one foot from a uniform point source of one candela. A unit of illuminance is equal to one lumen per square foot and is measured by a light meter.

Glare means intense light that results in discomfort and/or reduction of visual performance and visibility.

Illuminating Engineering Society of North America (IESNA) means the professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

Light means the form of radiant energy acting on the retina of the eye to make sight possible: brightness, illumination, a lamp, etc.

Light pollution means any adverse effect of manmade light, including, but not limited to, light trespass, up-lighting, uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky. Often used to denote urban sky glow.

Light trespass means light emitted by a luminaire that shines beyond the boundaries of the property on which the luminaire is located.

Lighting, ~~Exterior~~ exterior lighting means temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting.

Lighting, ~~Holiday~~ holiday lighting means festoon type lights, limited to small individual bulbs on a string.

Lighting means any or all parts of a luminaire that function to produce light.

Lumen means unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One footcandle is one lumen per square foot. One lux is one lumen per square meter.

Luminaire means a complete lighting system consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to a power supply.

Motion sensor device means a device that will sense motion electronically and switch on a security light necessary for public health, safety, and welfare for a brief duration.

Outdoor light fixture means outdoor, electrically-powered illuminating devices, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and flood lights for:

- (1) Buildings and structures;
- (2) Recreational areas;

-
- (3) Parking lot lighting;
 - (4) Billboard and other signs;
 - (5) Landscape lighting;
 - (6) Street lighting;
 - (7) Building overhangs and open canopies; and
 - (8) Product display area lighting.

Outdoor lighting means lighting that directly illuminates areas not completely enclosed by a structure.

Recessed means when a light is built into a structure such that the light is fully cut-off and no part of the light extends or protrudes beyond the underside of that structure.

Shielded means when the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture. Also considered a full cut-off fixture.

~~*Partially-shielded*~~*Shielded, partially* means the bulb of the fixture is shielded by a translucent siding and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb.

Up-lighting means lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Outlot means a lot or lots representing the remaining aggregate of unsubdivided land in those instances where large parcels of land are subject to existing uses or development, and may be subject to future subdivision as part of a phased development.

Outpatient drug treatment clinic means structures and land used for the treatment of alcohol or other drug abuse, supervised by a licensed physician, where neither meals nor lodging is provided.

Owner means the person, corporation, government or other legal entity who owns or who has any legal or equitable interest in property and who is listed as owner on the records of the Montrose County Assessor's Office.

P

Park model means a recreational vehicle, that has a floor area of less than four-hundred (400) square feet, which is transportable by another vehicle and is primarily designed for long-term or permanent placement and for temporary residency in a travel home park.

Parking facility means a commercial or public parking lot or structure designed and improved for temporary, daily, or overnight off-street parking of vehicles where a fee may or may not be required to be paid to use the facility.

Parks, open space and recreation facilities mean any facilities which serves specific uses of providing park and recreation opportunities or conserving natural areas and environmental resources.

Permit, building means a permit that is issued by the City prior to the erection, construction, alteration, moving, or relocation of a building or structure.

Permitted use means a use which is permitted or allowed in the zone district involved, without review by the Planning Commission, and that complies with the provisions of this Title and other applicable City ordinances and regulations. A permitted use is also known as a use-by-right.

Person means any individual, firm, partnership, association, syndicate, corporation, trust or any other entity.

Personal services establishment means shops primarily engaged in providing services generally involving the care of the person, such person's apparel or rendering services such as laundry or dry-cleaning retail outlets, portrait/photographic studios, beauty or barber shops, employment service or mailing, printing and copy shops.

Planned community means a common interest community that is not a condominium or co-op and where the common elements are owned by an association. A condominium or co-op may be part of a planned community.

Planned Development (PD) means a unified development in single ownership or control, which is subdivided and developed according to a master plan and where the specific requirements of a given district may be modified.

Preliminary Letter of Infrastructure Completion means a letter issued by the City Engineer pursuant to Chapter 11-5 of this Title when all public and necessary on- and off-site improvements have been inspected and determined to be complete. This letter initiates the construction warranty.

Principal use means the primary purpose or function of the land, building or structure.

Private and fraternal clubs mean organizations of persons for special purposes or for the promulgation of sports, arts, literature, politics or other common goals, interests or activities, characterized by membership qualifications, dues or regular meetings, excluding clubs operated for profit and/or places of religious assembly.

Private recreation facility, indoor mean a place where recreation activities occur completely within an enclosed structure, including but not limited to bowling alleys, skating rinks, pool halls, video and pinball parlors.

Private recreation facility, outdoor means a place with outdoor activities, including but not limited to miniature golf, batting cages, water slides, skateboard parks, driving ranges and go-cart tracks.

Public transportation facilities mean those constructed facilities limited to transportation systems.

Public utility service facilities mean transmission and distribution facilities for natural gas, and electricity necessary to provide service to customers located in the various districts of the

City, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

Q

R

Recreational vehicle park means ~~travel home and~~ travel home park as defined in this Chapter.

~~*Renewable energy facilities* mean a wind or solar energy application for a residential dwelling and are considered an accessory use to a residence.~~

Rental business means a facility engaged in the rental of light equipment including, but not limited to appliances, gardening tools, sewing machines, vacuum cleaners, other products customarily associated with domestic residential uses.

Restaurant means any establishment in which the principal business is the sale of food and beverages to customers in a ready-to-consume state.

Retail sales and personal services establishments with limited manufacturing means a retail or personal services establishment, or any combination of retail and personal service establishments in a single building, which also involve limited manufacturing of the products supplied.

S

School, Elementary, Middle and High means an educational institution under the sponsorship of a public, private, or religious agency, having a curriculum for students in the elementary grades, middle school grades, or high school grades. This definition includes both public schools and private non-boarding schools that have a curriculum similar to that in the permitted public schools.

Setback means the required minimum distance between a property line and the closest projection of a building or structure, measured at a right angle to the property line. Where angled buildings, lots or curved streets exist, the setback may be taken as an average distance. Setbacks shall be unobstructed from the ground to the sky except as otherwise specifically allowed in this Title.

Shooting range, indoor means a building within which the use of firearms for the purpose of target practice is conducted.

Short-term rental means ~~short-term rental is~~ a type of lodging wherein a dwelling unit, either in full or in part, is rented to a temporary occupant for monetary consideration for fewer than 30 consecutive days. A bed and breakfast ~~is~~, for the purposes of this definition, is a type of short-term rental. Likewise, a home used similar to a rooming/boarding or lodging house, but where stays are fewer than 30 consecutive days is also a short-term rental. Short-term rental does not include shelters or other transient lodging provided for no monetary consideration.

Sidewalk means improvements intended for pedestrian, bicycle and non-motorized traffic including sidewalks, trails, recreation paths, bike paths and similar facilities.

Sign - Related Definitions:

The following words, terms and phrases, when used in connection with Chapter 11-10 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Dispenser type display means a facility whose primary purpose is to dispense goods and products, including gas pumps, beverage, candy or ice machines, wiper blades, motor oil displays or similar products.

Electronic reader board means any sign that displays text over a fixed background by digital or electronic means.

Principal street frontage means the street or frontage with the highest functional classification under the most current version of the City's Comprehensive Plan.

Sign means an object or device which is used for the primary purpose of conveying a message by means of letters, numbers, figures, symbols, colors or other similar medium.

Sign, Animated-animated *sign* means any sign or part of a sign which changes, or appears to change, physical position by any movement or rotation, including search lights, streamers, balloons, inflatable signs and figures, and air- or wind-driven signs.

Sign area means:

- (1) The area of signs with regular geometric shapes shall be measured using standard mathematical formulas. Regular geometric shapes shall include, but not be limited to, squares, rectangles, triangles, parallelograms, circles, or combinations thereof.
- (2) The area of signs with irregular shapes or of individual letter signs shall be the entire area within a single continuous perimeter of not more than eight straight lines enclosing the extreme limits of the sign.
- (3) The total measured area of a sign shall include the area of all writing, representation, lines, emblems or figures contained within all modules, together with any air space, material or color, forming an integral part or background of the display if used to differentiate such sign from the backdrop or structure against which it is placed.
- (4) On all signs other than projecting signs, the sign area shall be figured on one side only.
- (5) The area of all freestanding signs shall include the area of the sign face as calculated in Subsections (1) through (4) of this definition, together with any portion of the sign structure which exceeds 75 percent of the area of the sign face. The intent of this Subsection is to encourage architectural decoration, ornamentation, or embellishment without deducting from the allowed sign area.

Sign, Bulletin-bulletin *board signs* means a sign used for the purpose of notification to the public of an event or occurrence of public interest.

~~*Sign, Canopy-canopy or hanging-sign*~~ means a sign suspended from a permanent roofed structure. Canopy or hanging signs are allowed in all zones.

~~*Sign, Electric-electric sign*~~ means any sign containing electrical wiring, including signs illuminated by an exterior light source.

~~*Sign, Electronic-electronic sign*~~ means any sign that contains a digital or electronic display that can be changed, similar to a computer or television screen.

~~*Sign, Flashing-flashing sign*~~ means any electronic or illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

~~*Sign, fFree-standing sign*~~ means a non-movable sign which is entirely supported by one or more uprights, poles, braces, or a base in or upon the ground. Free-standing signs are allowed in all zones.

~~*Sign, Offoff-premise sign*~~ means a sign advertising a business, person, activity, goods, products or services not located on the site where the sign is installed, or that directs persons to any location not on that site are not permitted.

~~*Sign, Portable-portable sign*~~ means signs designed to be physically moved and changed periodically to attract attention to a special circumstance, price or sale situation.

~~*Primary sign means a sign related to or facing a public right-of-way.*~~

~~*Sign, Projecting-projecting sign*~~ means a sign (other than a wall sign) which projects from and is supported by a wall of a building. Projecting signs are allowed only within commercial zones.

~~*Sign, Roof-roof sign*~~ means a sign erected upon or constructed directly over any part of the roof or parapet of a building whether or not actually attached to the roof.

~~*Secondary sign means a sign on a public right-of-way or alley in addition to the primary sign.*~~

~~*Sign, Temporary-temporary sign*~~ means any sign, banner, pennant, valance, or advertising display constructed of cloth, cardboard, wallboard, or other light materials, with or without frames.

~~*Sign, Vehielevehicle-mounted signs*~~ means any sign affixed to or mounted upon any type of vehicle, as the term "vehicle" is defined herein.

~~*Sign, Wall-wall sign*~~ means any sign attached to or erected with the exposed face of the sign parallel to the wall of a building or structure. Wall signs are allowed in all zones.

~~*Sign, Window-window sign*~~ means a temporary or permanent sign attached to the window of a building.

Skilled Nursing Facility means health care or residential facility licensed by the State of Colorado to provide continuous inpatient services.

~~*Social service activities, daytime mean facilities operated by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or*~~

food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use expressly excludes the overnight sheltering of people. For the purposes of this use, “daytime” shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. “Night” shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.

Solar energy system, accessory means an accessory use allowed in all zone districts that converts the sun's radiant energy into thermal, chemical, mechanical, or electric energy.

Solar farm means a principal use on land containing multiple solar energy devices that convert sunlight into electricity for the primary purpose of wholesale sales of generated electricity.

Storage, outdoor means the keeping, in an unroofed area, of any equipment, goods, junk, material, merchandise or vehicles in the same place for more than twenty-four (24) hours.

Storage facility, construction equipment means an outdoor facility used by a contractor for the storage of construction equipment and supplies and may include a contractor’s office.

Storage facility, fuels and chemicals mean an outdoor facility with above-ground storage tanks, containers or other structures for gasoline, propane, magnesium chloride and similar fuels or chemicals.

Storage facility, indoor means a structure or group of structures containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time. An indoor storage facility is also known as a self-storage or mini-storage facility.

Storage facility, outdoor means an outdoor area in which storage spaces are used by consumers/tenants for short- and long-term storage of personal property. Outdoor storage includes, but is not limited to, recreational vehicle, boat, and other large equipment storage.

Stormwater drainage system means a system designed to carry off and minimize the effects of run-off water. It may consist of surface grading or subsurface piping or other components as required.

Subdivide means any act which is intended to or does result in the creation of a subdivision of land.

~~Subdivider means a person who subdivides.~~

Subdivision or subdivided land means a parcel of land which is divided into two or more parcels, lots, tracts or other interests including condominiums; townhouses, other common interest ownership properties; and any act creating such results. Provided, however, the following shall not be considered to be a subdivision for the purpose or application of these regulations:

- (1) A division of land which creates cemetery lots;
- (2) The creation of separate but undivided interests in a tract of land such as joint tenancy, tenancy in common, tenancy in entirety, trust, lien, mortgage, deed of trust or other security interest, unless such separate interests apply to less than all of the tract;
- (3) An interest severing the oil, gas, minerals or water from the surface estate;

-
- (4) Creation of a utility easement or an easement unrelated to the use of the surface; or
 - (5) Any division of property created by official acts of the City, including, but not limited to, partial acquisitions and conveyances of land, partial annexations of land, easements, and public rights-of-way.

Sublot means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration. The sublot may be comprised of only vertical boundaries or a combination of vertical and horizontal boundaries.

Supportive housing means housing that is designed to provide ongoing and on-site supportive services to help individuals and families experiencing homelessness or at risk of homelessness, and which persons have barrier(s) to employment and housing stability. Occupancy of supportive housing shall be designed and operated for stays of 30 consecutive days or more and not on a nightly or emergency basis.

T

Temporary use means a use intended for a limited duration.

Theater means a facility in which one or more auditoriums are located or a multi-screen cinema complex.

Tiny home community means a collection of three (3) or more tiny homes on one (1) lot.

Townhome means ~~three-two (32)~~ or more dwelling units, each with its own outside entrance, which are joined by a common party wall and are on adjoining individual lots.

Transportation Plan means that portion of the City's Comprehensive Plan which establishes the location, character and size of streets or other public ways. The term "Transportation Plan" may also be referred to as "Street Plan" or "Thoroughfare Plan."

Travel home means vehicles and structures commonly used for temporary dwelling during travel or recreation activities, including, but not limited to, those registered or required to be registered and licensed as a vehicle, such as campers, motor homes, RVs, pick-up truck campers, trailers and trailer coaches.

Travel home park means any open area, other than a street, alley or other public place, used exclusively for the parking or temporary storage of two or more travel homes.

U

Uncompahgre River means the river flowing through Montrose County, Colorado, shown on the United States Geological Survey, National Hydrologic Survey Map, in the area identified by Hydrologic Unit Code (basin) 14020006, and labeled thereon as the "Uncompahgre River;" also sometimes referred to herein as "the river."

Unenclosed means open on two or more sides of the subject structure.

Use means the activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

V

Vehicle means any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. The term "vehicle" includes any bicycle, but does not include any wheelchair, or any device moved by muscular power or moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Vehicle sales, repair or service establishments mean an establishment that specializes in the sale, display, lease, rental, repair or indoor storage of motor vehicles, including automobiles, vans, trucks, and recreational vehicles. Accessory uses may include sales of parts for, washing, and servicing of vehicles.

Veterinary clinic or hospital, large animal means a facility for the on-site medical treatment of large animals, including livestock, that may include outdoor enclosures, pens, runs or exercise areas. Accessory uses may include the supplementary sale of associated products and associated office space.

Veterinary clinic or hospital, small animal means any facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment or prevention of animal diseases wherein the animals are limited to dogs, cats or other comparable household pets and wherein the overnight care of said animals is prohibited except when necessary in the medical treatment of the animal.

Visitor center means a building or group of buildings that provides information for tourists, often with video displays and exhibitions.

W

Warehouse and wholesale distribution operation means any establishment primarily engaged in selling durable and nondurable goods to retailers, to industrial, commercial, institutional, farm, building trade contractors or professional business uses or to other wholesalers. Activities may include physically assembling, sorting and grading goods into large lots and breaking bulk for redistribution in smaller lots in such a way as to have a minimal impact on surrounding properties.

Warrant or *warranty* means the subdivider shall take such steps and incur such costs as may be needed so that all public and necessary on- and off-site improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the subdivider's construction plans and/or site plan and City standards and specifications until the end of the warranty period.

Wireless Communication - Related Definitions:

The following words, terms and phrases, when used in Chapter 11-14 of this Title, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Antenna means any exterior transmitting or receiving devices mounted on a tower, building, or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless

telecommunications signals, or other communication signals, including, but not limited to, antenna used for personal wireless services as defined in 47 USC 332(c) (7).

Eligible telecommunications facilities request means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Substantial change means a modification which substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria, including a single change or a series of changes over time whether made by a single owner or operator or different owners/operators over time, when viewed against the initial approval for the support structure:

- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
 - (a) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the federal Spectrum Act, effective February 22, 2012.
- (2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- (3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- (4) It entails any excavation or deployment outside the current site;
- (5) It would defeat the concealment elements of the eligible support structure; or
- (6) It does not comply with conditions associated with the original siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any

modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 6 of this definition.

Telecommunications facilities means the plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, pedestals, antennas, towers, alternative tower structures, electronics and other appurtenances used to transmit, receive, distribute, promote, or offer telecommunications services.

Tower means any structure designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term "tower" includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and other similar structures. The term "tower" also includes any antenna or antenna array attached to the tower structure.

Tower height means, when referring to a tower or alternative tower structure, the distance measured from the lowest point within ten feet of the structure to the highest point on the tower or other alternative tower structure, including the base pad and any antenna.

X

Y

Yard means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, front means a yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

Yard, rear means a yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

Yard, side means a yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of the building or accessory building attached thereto.

Yurt means a portable, circular tent-like dwelling.

Z

ORDINANCE NO. 2678

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING ORDINANCE NO. 2645 WHICH APPROPRIATED FUNDS FOR DEFRAYING THE EXPENSES AND LIABILITIES OF THE CITY OF MONTROSE, COLORADO DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2024; SAID EXPENDITURES OF THE CITY OF MONTROSE OVER AND ABOVE THOSE ANTICIPATED AT THE TIME OF THE ADOPTION OF THE ORIGINAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024.

WHEREAS these additional appropriations are deemed necessary for the public health, peace, or safety of the city's residents.

WHEREAS the funds below have either additional revenues or a fund balance to cover these additional expenses.

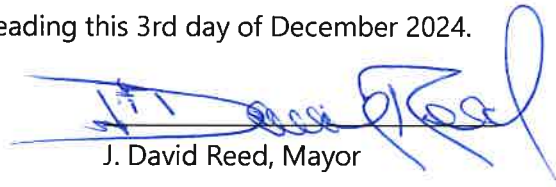
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, AS FOLLOWS:

Section 1: The amounts appropriated for the following funds by Section 1 of Ordinance No. 2645 are hereby amended to read according to the column entitled "Final Budget", below:

Fund#	Final Budget
100	37,971,681
260	520,000
290	992,212
420	7,130
440	791,287

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on first reading on Tuesday, the 3rd day of December 2024, at the hour of 6:00 p.m. in the City Council Chambers at 107 S. Cascade.

INTRODUCED, READ, and PASSED on first reading this 3rd day of December 2024.


J. David Reed, Mayor

Attest:



Lisa DelPiccolo, City Clerk



INTRODUCED, READ, AND ADOPTED on second reading this 17th day of December 2024.

J. David Reed, Mayor

Attest:

Lisa DelPiccolo, City Clerk

Backup for Ordinance # 2778 which appropriates additional funds and supplements the original appropriating Ordinance # 2645
A supplemental budget is necessary to appropriate funds for projects, grants, and other unanticipated expenditures that occurred during the fiscal year which are deemed necessary for the public health, peace or safety of the city's residents.

City Council 12/2/2024

Fund #	Fund Name	Original Budget Ordinance 2645	Final Budget Ordinance 2778	Difference	Explanation
100	GENERAL FUND	\$ 36,476,886	\$ 37,971,681	\$ 1,494,795	Real Property purchases; Economic Incentives; Software purchase for Court and Placer AI; vehicles ordered in previous years were received and funding for the endowment for CMU
260	MONTROSE URBAN RENEWAL AUTHORITY	\$ 350,000	\$ 520,000	\$ 170,000	Incentives for Horizontal Improvements such as water, sewer, storm sewer, sidewalks for Fairfield Inn and Basecamp projects
290	TOURISM PROMOTIONAL FUND	\$ 913,132	\$ 992,212	\$ 79,080	Increased marketing efforts for community events, Increase to the cost of fireworks and the rental of equipment at the Amphitheater for events.
420	CEMETERY PERPETUAL CARE FUND	\$ 4,400	\$ 7,130	\$ 2,730	Interest Earned transfer to General Fund
440	SPECIAL IMPROVEMENT REVOLVING FUND	\$ 1,200	\$ 791,287	\$ 790,087	Otter Pond SID - relocating water and sewer lines
				\$ 2,536,692	



CITY OF MONTROSE
Community Development

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: December 17, 2024
RE: Intergovernmental Agreement with Montrose Recreation District

ATTACHMENTS

- Exhibit A: Proposed 2025 Intergovernmental Agreement (Clean)
 - Exhibit B: Proposed 2025 Intergovernmental Agreement with Redlines
-

Project Background:

Each year the City of Montrose staff and the Montrose Recreation District staff review the Intergovernmental Agreement between the City of Montrose and the Montrose Recreation District Regarding Shared Services. City and District staff discuss any needed changes to meet the needs of both organizations and the public. The goal of the agreement is collaboration that will save each entity – and therefore our community members – money, and to increase efficiency and partnership. The agreement comes before the City Council and the Recreation District annually for approval. Recreation District staff have reviewed this agreement, and it will go to the Montrose Recreation District Board on December 12. A redlined document showing changes between the 2024 version and the proposed 2025 version is attached.

Neither entity is proposing significant changes in 2024, but some notable changes include the following:

- Clarity regarding financial reporting. The City's finance department does not provide full financial reporting services to the District, but instead provides financial transaction imports on a monthly basis. In 2025, City staff will continue to import transactional data provided from the Montrose Recreation District staff, but the eventual goal is for the District staff to complete these imports and do financial reporting autonomously. This is expected by late 2025. As such, the text has been updated to reflect this.
- An addition was made for clarity of trash maintenance at the Flex Park. While District staff provide maintenance to the park itself, it will be the responsibility of the City for trash collection. This has been the case in practice, but was not laid out in the agreement until now.
- In the IT Services section, language has been added specific to a location analytics

software known as Placer.ai. An annual subscription for this software was purchased in the Summer of 2024 and has an annual renewal. District staff has agreed to pay a 36% share of the total cost (anticipated at \$10,584 in 2025, as reflected in Exhibit D). The District and City are using this software to quantify users of the public park system and to help inform the update of the Baldrige Park Master Plan.

- Language has been modified and pared down specific to Fleet Preventative Maintenance Services. City staff and District staff agreed that this section could be simplified and eliminate text about specific repair types. Moving forward, the City will provide District staff with a “Monthly Maintenance Due Report”. In addition, work outside of the scope of preventative maintenance services will be reviewed and approved by the MRD Maintenance Superintendent and the City of Montrose Fleet Superintendent.
- Lastly, Schedule A has been updated based on slight changes in fees. There were no changes to the Legal Services Cost Schedule, Facility Services Cost Schedule, or Fleet Maintenance Cost Schedule. Finance reporting fees increased from \$92.94/hour to \$93/hour. Annual Trash and Recycle Services costs increased from \$11,123.95 to \$12,921.79. Hourly fees for Information Services increased nominally by about one percent.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE
MONTROSE RECREATION DISTRICT
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 2024, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 400 E. Main Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, 2025 (the “Effective Date”).

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

PART I: SPECIFIC TERMS.

1. FINANCE

- a) On a monthly basis, the City’s finance department will import the transactional data provided from the District staff. Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit “C”, which is attached hereto and incorporated herein.
- b) As defined on Exhibit “C”, the District shall continue to provide day-to-day accounting and timekeeping functions, including point of sale and deposits, in-house (the “Daily Functions”). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City’s financial software.
- c) The District will utilize the services as written in sections a and b above until such time as they are able to transition to provide them autonomously. This is planned for completion

in 2025. The City will bill for financial services rendered until the district is complete with this transition.

- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The Parties shall execute a letter of engagement setting forth the scope of the representation prior to the rendering of legal services under this Agreement. No attorney/client relationship shall be formed until such letter of engagement has been executed.
- c) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- d) The City Council may terminate the provision of the City Attorney's services to the District at any time.
- e) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- a) The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of two weeks shall be required by the City. The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".
- b) The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.
- c) The City shall provide crack sealing, asphalt patching services or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. The estimated value of this work shall be \$4,000 as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that two weeks advanced notice is essential for the City to provide services in a timely and resource-

efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.
- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS, TRAILS, PUBLIC SPACES AND FLEX PARK

a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit "A".
- ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit "A".
- iii) For the purposes of this Agreement, Trails and Public Spaces shall mean other spaces open to the public for non-exclusive use within the Baldrige Regional Park Complex.
- iv) For the purposes of this Agreement, Flex Park shall mean the 0.56-acre lot situated adjacent to the west of the Flex Rec facility at 1309 Mayfly Drive occupied by MRD, as depicted in Exhibit "A".

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.
- iii) During the term of this Agreement, a Master Scheduling for the use of the Cerise Fields shall be created annually, not later than January 31 of each year. Master scheduling will include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this Master Schedule has been created, either party may add events into the schedule with 60 days' notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the

schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District's Facilities Manager, Justin Mashburn.

- iv) The District shall provide a layout of the proposed field locations for each sports season as part of the Master Schedule. Except as otherwise provided herein, the District shall have priority in scheduling events in the Master Schedule for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, and Labor Day. Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose Rotary Amphitheater, the second Saturday in May shall be scheduled by the City for the annual Montrose Mudder at Cerise Fields and Trails and the Montrose Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

c) MAINTENANCE

- i) The District shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields.
- ii) The City shall be responsible for all restroom cleaning. The City shall refer to the shared calendar of events in order to ensure that cleaning takes place prior to and after events. The District shall notify the City in advance of upcoming large events that may warrant additional services such as cleaning during an event. The restroom at Cerise Fields will be closed and winterized no earlier than October 15 each year and reopened for use no later than April 15 each year to protect it from freezing.
- iii) The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15 or prior to October 15.
- iv) The District shall be responsible for any "start-up", winterization and draining of the irrigation system serving the Cerise Fields.
- v) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$4,000. Additional work may be scheduled with the District and invoiced to the City at a rate of \$42.67 per hour, including labor and equipment.

vi) The City shall maintain Cerise and Amphitheater Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year and concludes on the last day of February of each following year.

vii) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

viii) The District shall be responsible for maintenance of the Flex Park, including but not limited to, providing turf and ground cover maintenance, inclusive of mowing and trimming services (including associated labor and equipment). The District shall also be responsible for irrigation repairs and maintenance, including any “start-up”, winterization and draining of the irrigation system serving the Flex Park. The City will maintain the restroom facility adjacent to the south and will also provide trash service for the Flex Park. It is understood that the District’s maintenance of Flex Park is contingent on its occupancy of Flex Rec at Colorado Outdoors.

d) USE OF THE CERISE FIELDS

i) Use of the multi-purpose field shall be limited to sporting practices, games, and Amphitheater events; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City’s request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice or game use.

ii) Games and international soccer league activities shall be limited to the two-acre field and the 10-acre field, as depicted on Exhibit “A”.

5. INFORMATION SERVICES

a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.

b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.

c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.

- d) The District shall bear all expense related to District information services systems, with the exception of location analytics software, Placer.ai. The District agrees to pay the City 36% of the annual cost of Placer.ai, which can be utilized by both City staff and District staff. This annual payment is to be paid on May 29th of each year unless the City and the District mutually agree to terminate the software contract prior to the annual renewal date.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit “E”, which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 25% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. The District shall share such rates for the upcoming calendar year with the City by November 1. This discount does not apply to youth, senior or any other pass products.
- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees at the end of the current month. New employee annual pass privileges will be effective immediately. Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a 100% discount to Full Time District employees and active Board of Directors members on the regularly priced Black Canyon Card, which is a value of \$50, providing access to discounted golf, merchandise, and food.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of \$12,921.79 value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of \$12,921.79 value) which will be used towards the annual pass payment for City Employees and Council.
- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of \$3,000). The District shall provide the City with credit, (equivalent to an annual value of \$3,000) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2024 unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

PART III: PAYMENT. The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

PART IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

PART V: ASSIGNMENTS.

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

PART VI: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

PART VII: INDEMNIFICATION (DISTRICT TO CITY). The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART VIII: INDEMNIFICATION (CITY TO DISTRICT). The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and

- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

PART X: AMENDMENTS. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

PART XI: MERGER. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, including but not limited to the Intergovernmental Agreement between the Parties in previous years, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

PART XII: SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2025 with City, District must notify City no later than October 15, 2024.

PART XIV: ESCALATOR. All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written

documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this _____ day of _____, 2024.

CITY OF MONTROSE

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk

MONTROSE RECREATION DISTRICT

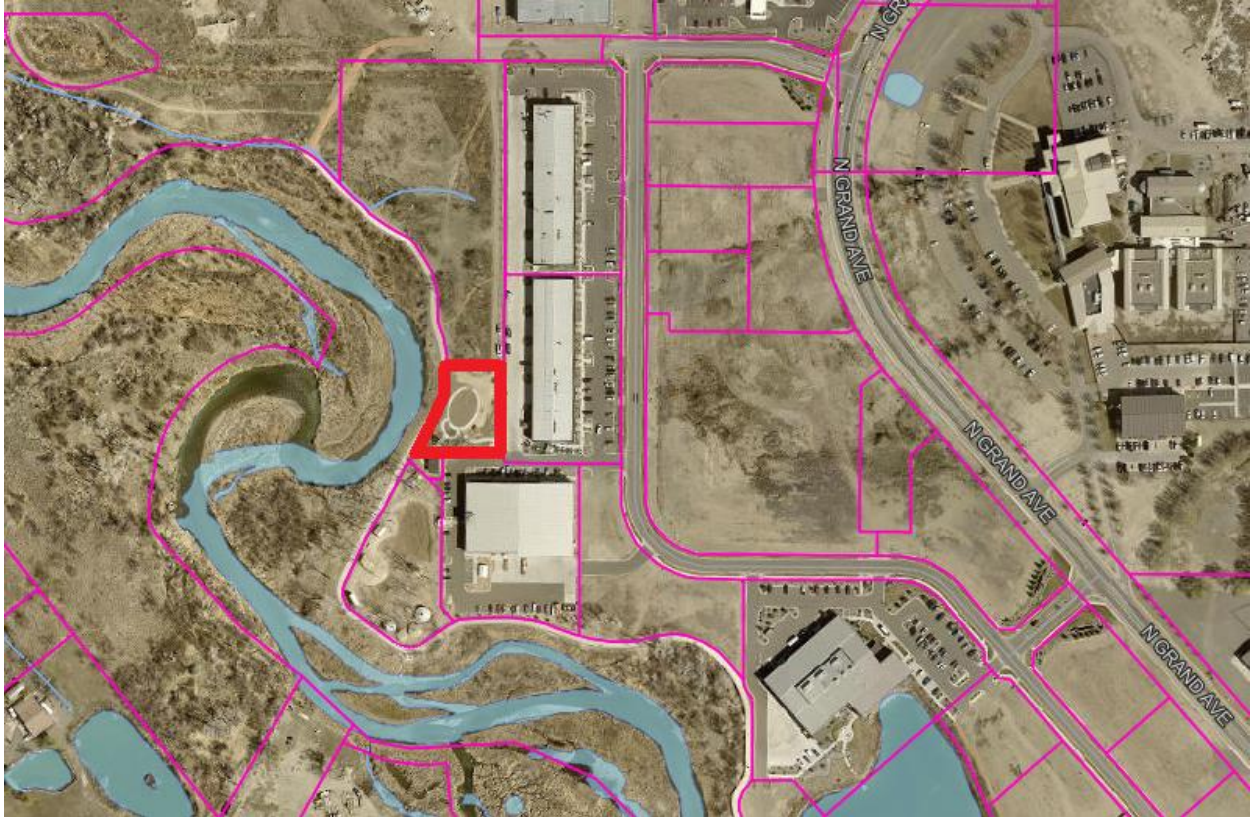
ATTEST:

Allison Howe, President

Suzi King, Vice President

Exhibit A





Flex Park Location – Also known as Lot 24, Colorado Outdoors Subdivision Amendment No. 7

Exhibit B

FACILITY SERVICES SPECIFICATIONS

- I. Facility Support
 - A. Parking Lot Sweeping - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit “A” and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of two weeks shall be required by the City.
 - B. Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization.
 - C. Crack Sealing and Asphalt Patching - The City shall provide crack sealing, asphalt patching or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. The estimated value of this work shall be \$4,000 as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that two weeks advanced notice is essential for the City to provide services in a timely and resource-efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
 - D. General Support - At the City’s discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.
 - E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

I. Cash Receipts, Payroll and Accounts Payable

- A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.

II. Financial Reports and General Ledger

- A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.
- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses.

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
 - A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.
 - G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
 - H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.
- II. Telephone System
 - A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
 - B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
 - C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
 - D. The City shall support the District in setting up call handling routines.
 - E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional

features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police, sanitation, and snow operations vehicles/equipment. This includes the van, bus, and all maintenance equipment.
- C. City shall prepare a monthly report and provide a statement of repairs, parts, labor, and supplies to District for each work order by the 14th of the following month.
- D. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Carquest or approved equal.

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1), other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.
- B. All District owned maintenance equipment shall be marked with "MRD".
- C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. The City of Montrose Fleet Superintendent will provide a monthly "Scheduled Maintenance Due Report" of MRD Fleet to the MRD Maintenance Superintendent.

- C. Work Outside the scope of Preventative Maintenance Services as defined below in Section F will follow these steps:
 - i. City of Montrose Fleet Superintendent will provide an estimated price of parts and labor along with an estimated completion date.
 - ii. MRD Maintenance Superintendent will review and approve work.
 - iii. MRD Maintenance Superintendent will schedule the approved work with the City Fleet Superintendent.
- D. Work can only be requested, submitted, accepted, or approved by the MRD Maintenance Superintendent and the City of Montrose Fleet Superintendent.
- E. When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- F. Fleet preventative maintenance services on District vehicles shall include:
 - i. Light truck, 5,000 mile service or “A” service includes: Change engine oil and filter, lube chassis and rotate tires. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.3 hours.
- G. Replaceable filters shall be as distributed by NAPA or approved equal.

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City’s fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a quarterly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:

- i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

City shall receive payment from District on a quarterly basis for all services performed.

Hours shall be tracked in each shared service and communicated to the District on a quarterly basis with the budget reports to communicate hours available in each area.

Hourly billing rates are based on the position's burden rate with 3% overhead. Rates are adjusted on an annual basis following approval of the city's annual budget.

Table 1 – Financial Services Cost Schedule			
Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Financial Reporting	80	\$93.00	\$7,440.00
Table 2 – Legal Services Cost Schedule			
Deliverable	Hourly Billing Rate		
City Attorney	\$100.00		
Table 3 – Facility Services Cost Schedule			
Task	Billing Rate	Annual Expense	
Management	\$70.32/hr		
Additional Parking Lot Sweeping	\$38.48for labor / \$232.21for sweeper		
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA	
Crack Sealing			
Air spade excavation of debris along seams and cracks in the asphalt mat (Truck, Trailer, Compressor, Two Laborers)	\$1.10/linear foot		
Crack Seal (Raw Material)	\$1.50 per pound		
Application of Material (H. Truck, Crack Sealer, 2 Laborers) Including placement, conditioning and sanding	\$105/hour		

Additional labor	\$32.28/hour		
Asphalt Patching			
Saw or Wheel Cut Neat Line for Asphalt Patching (Excl. length where pavement abuts concrete or edges of existing pavement)	\$4.40/linear foot		
Removal and Disposal of Asphalt Mat (Street Patch Areas) (Incl. base course reconditioning, compaction, and proof rolling (where possible))	\$9.00/square yard		
Patch Area Over Excavation and Disposal	\$26.75/cubic yard		
Aggregate Base Course (CDOT Class 6) (Incl. placement, moisture conditioning, and compaction)	\$26.75/ton		
Hot Mix Asphalt (Incl. tack coat, placement, and compaction)	\$106.45/ton		
Laborers(patching, traffic control, or sweeping)	32.28/hour		
Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)	\$75per 1.5 cu ft		
Tractor & Mower (Equipment #337)	\$46.47/hr		
Brush Chipper (Equipment #290)	\$32.26/hr		
Ford F350 (Equipment #887)	\$25.19/hr		
Backhoe Loader (Equipment #100)	\$52.69/hr		
Operator for Self-propelled Equipment	\$40.47/hr		
Trash and Recycle Services			

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$364.73	\$4,376.74
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$121.58	\$1,458.91
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$267.47	\$3,209.61
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$323.04	\$3,876.54
		Total	\$12,921.79
Table 4 – Information Services Cost Schedule			
Task	Hourly Billing Rate	Annual Expense	
Network Design	\$65.14		
Network Design – After Hours	\$97.71		
Computer Support	\$50.24		
Computer Support – After Hours	\$75.36		
Network/Server Support	\$65.14		
Network/Server Support – After Hours	\$97.71		
Phone System Changes	\$65.14		
Phone System Changes – After Hours	\$97.71		
Internet Service		\$6,000.00	

(1 Gbps service provided by City)		\$6,000.00	
Cloud-based offsite backup data storage (\$10/month up to 200 GB)			
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers			
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618.00	
Phone System Charges (\$4.00/user/month) 22 phones		\$1,056	
Placer.ai location analytics software (36% share of total annual cost)		\$10,584	
Table 5 Fleet Management Cost Schedule			
District Owned Vehicles			
2001 Dodge Pickup			
2004 Chevrolet Van			
2012 Dodge Ram 1500 SLT			
2013 Ford Eldorado Aerolite Bus (15 Passenger)			
2016 Ford F250 Super Duty F-26			
2017 Trailer, VIN 4P5D71420H1258593			
2018 Ford E-350 Bus (15 Passenger)			
2019 1500 4x4 Hemi Reg Cab SLT			
Fleet Maintenance Cost Schedule			
Deliverable		Hourly Billing Rate	Expense
Fleet Repair Services		\$115.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$115.00	Parts Actual Cost	
Fleet Management Services	\$115.00		
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE
MONTROSE RECREATION DISTRICT
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 2024, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 400 E. Main Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, ~~2024~~2025 (the “Effective Date”).

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

PART I: SPECIFIC TERMS.

1. FINANCE

- a) ~~On a monthly basis, the City’s finance department shall will import the transactional data provided from the -work with-~~ District staff ~~to provide financial reports on a monthly basis.~~ Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit “C”, which is attached hereto and incorporated herein.
- b) As defined on Exhibit “C”, the District shall continue to provide day-to-day accounting and timekeeping functions, including point of sale and deposits, in-house (the “Daily Functions”). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City’s financial software.
- c) The District will utilize the services as written in sections a and b above until such time as they are able to transition to provide them autonomously. This is planned for completion in 2025. The City will bill for financial services rendered until the district is complete with

~~this transition. In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.~~

- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The Parties shall execute a letter of engagement setting forth the scope of the representation prior to the rendering of legal services under this Agreement. No attorney/client relationship shall be formed until such letter of engagement has been executed.
- c) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- d) The City Council may terminate the provision of the City Attorney's services to the District at any time.
- e) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- a) The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of two weeks shall be required by the City. The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".
- b) The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.
- c) The City shall provide crack sealing, asphalt patching services or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. The estimated value of this work shall be \$4,000 as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that two weeks advanced notice is essential for the City to provide services in a timely and resource-

efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.
- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS, TRAILS, PUBLIC SPACES AND FLEX PARK

a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit "A".
- ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit "A".
- iii) For the purposes of this Agreement, Trails and Public Spaces shall mean other spaces open to the public for non-exclusive use within the Baldrige Regional Park Complex.
- iv) For the purposes of this Agreement, Flex Park shall mean the 0.56-acre lot situated adjacent to the west of the Flex Rec facility at 1309 Mayfly Drive occupied by MRD, as depicted in Exhibit "A".

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.
- iii) During the term of this Agreement, a Master Scheduling for the use of the Cerise Fields shall be created annually, not later than January 31 of each year. Master scheduling will include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this Master Schedule has been created, either party may add events into the schedule with 60 days' notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the

schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District's Facilities Manager, Justin Mashburn.

- iv) The District shall provide a layout of the proposed field locations for each sports season as part of the Master Schedule. Except as otherwise provided herein, the District shall have priority in scheduling events in the Master Schedule for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, and Labor Day. Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose Rotary Amphitheater, the second Saturday in May shall be scheduled by the City for the annual Montrose Mudder at Cerise Fields and Trails and the Montrose Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

c) MAINTENANCE

- i) The District shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields.
- ii) The City shall be responsible for all restroom cleaning. The City shall refer to the shared calendar of events in order to ensure that cleaning takes place prior to and after events. The District shall notify the City in advance of upcoming large events that may warrant additional services such as cleaning during an event. The restroom at Cerise Fields will be closed and winterized no earlier than October 15 each year and reopened for use no later than April 15 each year to protect it from freezing.
- iii) The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15 or prior to October 15.
- iv) The District shall be responsible for any "start-up", winterization and draining of the irrigation system serving the Cerise Fields.
- v) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$4,000. Additional work may be scheduled with the District and invoiced to the City at a rate of \$42.67 per hour, including labor and equipment.

vi) The City shall maintain Cerise and Amphitheater Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year and concludes on the last day of February of each following year.

vii) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

viii) The District shall be responsible for maintenance of the Flex Park, including but not limited to, providing turf and ground cover maintenance, inclusive of mowing and trimming services (including associated labor and equipment). The District shall also be responsible for irrigation repairs and maintenance, including any “start-up”, winterization and draining of the irrigation system serving the Flex Park. The City will maintain the restroom facility adjacent to the south and will also provide trash service for the Flex Park. It is understood that ~~MRD’s~~ the District’s maintenance of Flex Park is contingent on its occupancy of Flex Rec at Colorado Outdoors.

d) USE OF THE CERISE FIELDS

i) Use of the multi-purpose field shall be limited to sporting practices, games, and Amphitheater events; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City’s request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice or game use.

ii) Games and international soccer league activities shall be limited to the two-acre field and the 10-~~acre~~ field, as depicted on Exhibit “A”.

5. INFORMATION SERVICES

a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.

b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.

c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.

- d) The District shall bear all expense related to District information services systems, with the exception of location analytics software, Placer.ai. The District agrees to pay the City 36% of the annual cost of Placer.ai, which can be utilized by both City staff and District staff. This annual payment is to be paid on May 29th of each year unless the City and the District mutually agree to terminate the software contract prior to the annual renewal date.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit “E”, which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 25% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. The District shall share such rates for the upcoming calendar year with the City by November 1. This discount does not apply to youth, senior or any other pass products.
- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees at the end of the current month. New employee annual pass privileges will be effective immediately. Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a -100% discount to Full Time District employees and active Board of Directors members on the regularly priced Black Canyon Card, which is a value of \$50, providing access to discounted golf, merchandise, and food.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of \$11,123,921.79 value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of \$11,123,921.79 value) which will be used towards the annual pass payment for City Employees and Council.
- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of \$3,000). The District shall provide the City with credit, (equivalent to an annual value of \$3,000) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2024 unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

PART III: PAYMENT. The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

PART IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

PART V: ASSIGNMENTS.

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

PART VI: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

PART VII: INDEMNIFICATION (DISTRICT TO CITY). The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART VIII: INDEMNIFICATION (CITY TO DISTRICT). The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and

- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

PART X: AMENDMENTS. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

PART XI: MERGER. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, including but not limited to the Intergovernmental Agreement between the Parties in previous years, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

PART XII: SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2025 with City, District must notify City no later than October 15, 2024.

PART XIV: ESCALATOR. All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written

documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this _____ day of _____, 2024.

CITY OF MONTROSE

ATTEST:

~~Barbara Bynum~~, J. David Reed Mayor
Clerk

Lisa DelPiccolo, City

MONTROSE RECREATION DISTRICT

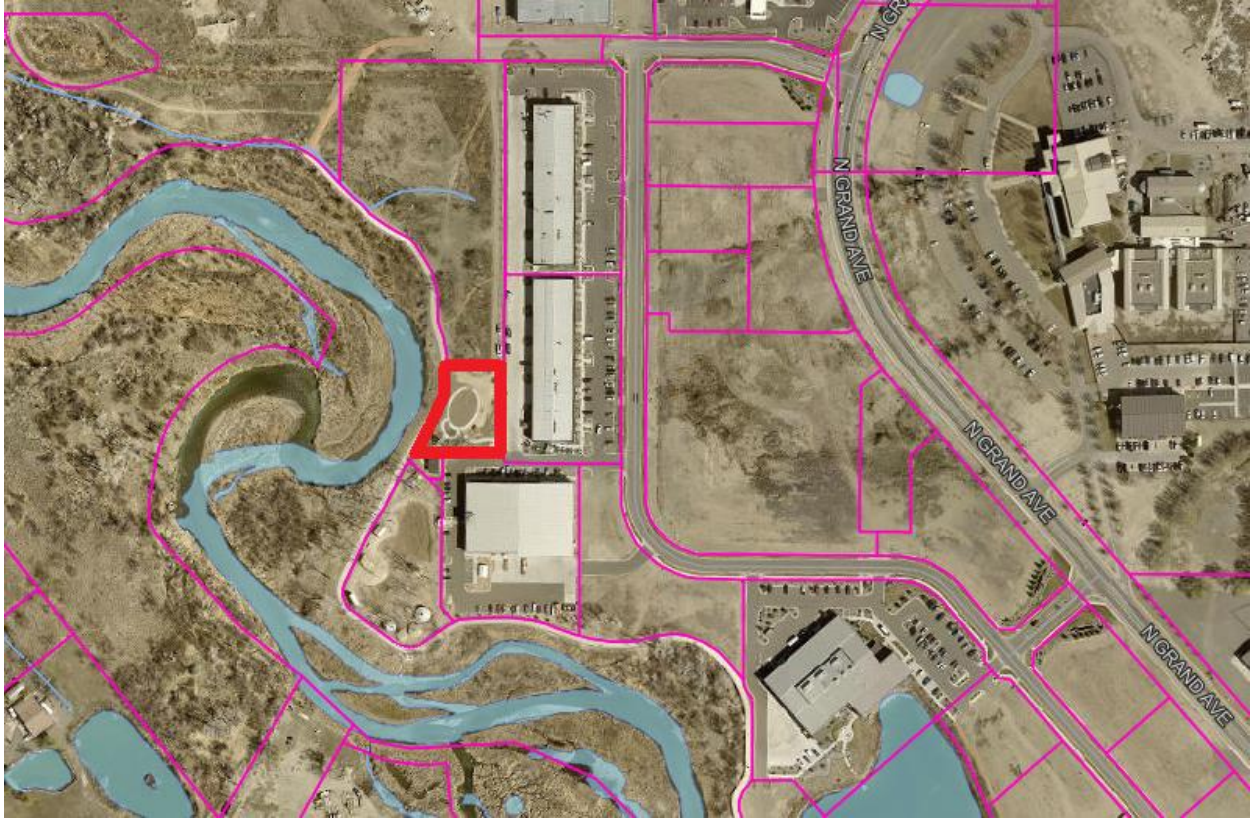
ATTEST:

Allison Howe~~Christina Files~~, President
President

Suzi King~~Allison Howe~~, Vice

Exhibit A





Flex Park Location – Also known as Lot 24, Colorado Outdoors Subdivision Amendment No. 7

Exhibit B

FACILITY SERVICES SPECIFICATIONS

- I. Facility Support
 - A. Parking Lot Sweeping - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit “A” and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of two weeks shall be required by the City.
 - B. Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization.
 - C. Crack Sealing and Asphalt Patching - The City shall provide crack sealing, asphalt patching or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. The estimated value of this work shall be \$4,000 as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that two weeks advanced notice is essential for the City to provide services in a timely and resource-efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
 - D. General Support - At the City’s discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.
 - E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

I. Cash Receipts, Payroll and Accounts Payable

- A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.

II. Financial Reports and General Ledger

- A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.
- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. ~~At District's request, City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.~~

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
 - A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.
 - G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
 - H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.
- II. Telephone System
 - A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
 - B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
 - C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
 - D. The City shall support the District in setting up call handling routines.

- E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police, sanitation, and snow operations vehicles/equipment. This includes the van, bus, and all maintenance equipment.
- C. City shall prepare a monthly report and provide a statement of repairs, parts, labor, and supplies to District for each work order by the 14th of the following month.

~~D. Fleet repairs on District vehicles shall include:~~

- ~~i. Brake pad/shoe replacement along with disc/drum replacement, brake cylinder repair/ replacement. Diagnostics of brake systems such as antilock brakes/ traction control. Repairs of all brake hydraulic systems and wheel bearings.~~
- ~~ii. Limited axle, transmission, driveshaft, u-joint repairs.~~
- ~~iii. Heating and air conditioning repairs.~~
- ~~iv. General electrical/ electronic system diagnostic and repair. Battery, starting system, charging system, lighting systems, gauges, warning systems, driver information systems, safety and accessory system repairs.~~
- ~~v. Steering and suspension systems. Shocks, ball joints, tie rod ends, springs, replacements.~~
- ~~vi. Exhaust/emission system inspection and repairs.~~
- ~~vii. General engine diagnostics, fuel, electrical, ignition, cooling, lubrication systems and computerized controls.~~
- ~~viii. Transmission maintenance and adjustments.~~
- ~~ix. Tire repair and replacement of most common sizes.~~
- ~~x. Fabrication/welding of specialized equipment.~~
- ~~xi. Repairs of specialized equipment.~~
- ~~xii. Tire repair/replacement for maintenance equipment.~~
- ~~xiii. Road call service truck available, during normal shop hours.~~
- ~~xiv. Welding and fabrication services of accessories or specialized features for the passengers or passenger equipment of steel or plastics.~~

- E. D. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Carquest or approved equal.

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance

- equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1), other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.
- B. All District owned maintenance equipment shall be marked with "MRD".
 - C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
 - D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. The City of Montrose Fleet Superintendent will provide a monthly "Scheduled Maintenance Due Report" of MRD Fleet to the MRD Maintenance Superintendent.
- C. Work Outside the scope of Preventative Maintenance Services as defined below in Section F will follow these steps:
 - i. City of Montrose Fleet Superintendent will provide an estimated price of parts and labor along with an estimated completion date.
 - ii. MRD Maintenance Superintendent will review and approve work.
 - iii. MRD Maintenance Superintendent will schedule the approved work with the City Fleet Superintendent.
- D. Work can only be requested, submitted, accepted, or approved by the MRD Maintenance Superintendent and the City of Montrose Fleet Superintendent.
- ~~B. E.~~ When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- ~~C. City shall provide a statement of preventative maintenance service, parts, labor and supplies to District with each work order, at the time of service or when the repair is completed.~~
- ~~D. F.~~ Fleet preventative maintenance services on District vehicles shall include:
 - ~~i. Automotive vehicles 3000 mile service or "A" service includes: Change engine oil and filter check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hrs.~~

- ~~ii. Automotive Vehicles 6000 mile service or “B” service includes: Change engine oil and filter, change fuel filter, check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours~~
- ~~iii. i. Light truck, heavy truck 4000 mile service or “A” service includes: Change engine oil and filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hours.~~Light truck, 5,000 mile service or “A” service includes: Change engine oil and filter, lube chassis and rotate tires. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.3 hours.
- ~~iv. Light truck, heavy truck 8000 mile or “B” service includes: Change engine oil and filter, change fuel filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours.~~
- ~~v. Light truck, heavy truck and automotive vehicles 36,000 mile service or “C” service includes: Change oil and filter, change fuel filter, change transmission oil, filter and make necessary adjustments, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.~~

~~E. G.~~ E. G. Replaceable filters shall be as distributed by NAPA or approved equal.

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City’s fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a quarterly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:
- i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

City shall receive payment from District on a quarterly basis for all services performed.

Hours shall be tracked in each shared service and communicated to the District on a quarterly basis with the budget reports to communicate hours available in each area.

Hourly billing rates are based on the position's burden rate with 3% overhead. Rates are adjusted on an annual basis following approval of the city's annual budget.

Table 1 – Financial Services Cost Schedule			
Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting Financial Reporting	80	\$93.0092.94	\$7,435.207,440.00
Table 2 – Legal Services Cost Schedule			
Deliverable	Hourly Billing Rate		
City Attorney	\$100.00		
Table 3 – Facility Services Cost Schedule			
Task	Billing Rate	Annual Expense	
Management	\$70.32/hr		

Additional Parking Lot Sweeping	\$38.48for labor / \$232.21for sweeper		
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA	
Crack Sealing			
Air spade excavation of debris along seams and cracks in the asphalt mat (Truck, Trailer, Compressor, Two Laborers)	\$1.10/linear foot		
Crack Seal (Raw Material)	\$1.50 per pound		
Application of Material (H. Truck, Crack Sealer, 2 Laborers) Including placement, conditioning and sanding	\$105/hour		
Additional labor	\$32.28/hour		
Asphalt Patching			
Saw or Wheel Cut Neat Line for Asphalt Patching (Excl. length where pavement abuts concrete or edges of existing pavement)	\$4.40/linear foot		
Removal and Disposal of Asphalt Mat (Street Patch Areas) (Incl. base course reconditioning, compaction, and proof rolling (where possible))	\$9.00/square yard		
Patch Area Over Excavation and Disposal	\$26.75/cubic yard		
Aggregate Base Course (CDOT Class 6) (Incl. placement, moisture conditioning, and compaction)	\$26.75/ton		
Hot Mix Asphalt (Incl. tack coat, placement, and compaction)	\$106.45/ton		

Laborers(patching, traffic control, or sweeping)	32.28/hour		
Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)	\$75per 1.5 cu ft		
Tractor & Mower (Equipment #337)	\$46.47/hr		
Brush Chipper (Equipment #290)	\$32.26/hr		
Ford F350 (Equipment #887)	\$25.19/hr		
Backhoe Loader (Equipment #100)	\$52.69/hr		
Operator for Self-propelled Equipment	\$40.47/hr		
Trash and Recycle Services			
Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$303.94 <u>364.73</u>	\$3,647.28 <u>4,376.74</u>
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$130.97 <u>121.58</u>	\$1,571.59 <u>1,458.91</u>
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$222.89 <u>267.47</u>	\$2,674.68 <u>3,209.61</u>
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$269.20 <u>323.04</u>	\$3,230.40 <u>3,876.54</u>
		Total	\$11,123.95 <u>12,921.79</u>

Table 4 – Information Services Cost Schedule			
Task	Hourly Billing Rate	Annual Expense	
Network Design	\$65.14	\$64.54	
Network Design – After Hours	\$96.81 <u>97.71</u>		
Computer Support	\$50.24		
Computer Support – After Hours	\$75.36		
Network/Server Support	\$64.54 <u>65.14</u>		
Network/Server Support – After Hours	\$96.81 <u>97.71</u>		
Phone System Changes	\$64.54 <u>65.14</u>		
Phone System Changes – After Hours	\$96.81 <u>97.71</u>		
Internet Service		\$6,000.00	
(1 Gbps service provided by City)		\$6,000.00	
Cloud-based offsite backup data storage (\$10/month up to 200 GB)			
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers			
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618.00	
Phone System Charges (\$4.00/user/month) 22 phones		\$1,056	
<u>Placer.ai location analytics software (36% share of total annual cost)</u>		<u>\$10,584</u>	
Table 5 Fleet Management Cost Schedule			
District Owned Vehicles			
2001 Dodge Pickup			
2004 Chevrolet Van			
2012 Dodge Ram 1500 SLT			

2013 Ford Eldorado Aerolite Bus (15 Passenger)			
2016 Ford F250 Super Duty F-26			
2017 Trailer, VIN 4P5D71420H1258593			
2018 Ford E-350 Bus (15 Passenger)			
2019 1500 4x4 Hemi Reg Cab SLT			
Fleet Maintenance Cost Schedule			
Deliverable		Hourly Billing Rate	Expense
Fleet Repair Services		\$115.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$115.00	Parts Actual Cost	
Fleet Management Services	\$115.00		
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate	

RESOLUTION RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Director
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
DATE: December 2nd, 2024
Subject: Public Works Facility Funding Reimbursement Resolution



Recommendation

Consider authorization of the attached Resolution No. 2024-22 to allow the future borrowing of funding for the Public Works Facility Project to reimburse City General Funds.

Background

The City of Montrose's public works administration and operations are headquartered at a shop facility located at 1221 6450 Road. The facility is home to the City's streets, parks, fleet, trash and recycle, water distribution, sewer collection, stormwater, engineering, facilities and administration divisions. The site is bound by 6450 Road (City street) to the east, the Montrose Regional Airport to the north, the San Juan Bypass (CDOT Highway 50) to the south, and private property to the west.

Land for the existing public works shop was originally purchased by the City in 1947. The administration building was constructed on or around 1967 and has essentially reached the end of its useful life. In addition to the main building, the overall site layout and features do not meet modern operational needs of the department. Primary deficiencies of the building and site include, but are not limited to, insufficient floor space for the shop and administration staff, low ADA accessibility, less than adequate restroom size and quantity, structural deficiencies of the building, possible environmental hazards within the building (asbestos, lead, etc) insufficient heated storage for cold-sensitive vehicles (such as vactors, sweepers, water trucks), insufficient wash bay, poor site circulation, poor separation of the public from operational activities, lack of stormwater controls for water quality and quantity (incl. wash bays).

Public Works operations are critical to the overall function of the community, especially in the event of an emergency or natural disaster. To that end, the facility should be designed and constructed with an eye towards durability, resiliency, emergency preparedness, and with an elevated importance factor for building loads and floodplain protection.

As a result of the issues being experienced at the public works facility and in anticipation of continued growth, the City purchased property in 2023 for a new facility near the intersection of Rio Grande Avenue and East Oak Grove. This property purchase although primarily for the Public Works Facility is also the final piece for connecting the ROW necessary for the extension of Rio Grande Ave. Given its overlap with the new facility, the City intends to construct a portion of this extension concurrent with the Public Works Facility.

The City initiated the Space and Needs Assessment and site evaluation process for this project in 2021, which is one of the elements that led to the conclusion that the existing site was not appropriate for the long-term Public Works Facility in size or location.

The City began the design process for the Public Works Facility and Rio Grande Extension by selecting Blythe Group in March of 2024. A portion of this design was included in and expended from the 2024 City Budget. The remaining design contract is to be paid for from the borrowing for the project. The

remaining design work to be completed is in the amount of \$2,322,098.00 and is one of the reasons that this Resolution is necessary. A recommendation to extend the design contract will be presented at a future City Council Work Session for consideration.

The recently purchased property for the Public Works Facility has existing man-made pond areas and a large irrigation supply ditch that runs through the middle of the site. The site elevation needs to be raised and the ditch needs to be relocated to make the site ready for the construction of a facility. This work will need to be sequenced carefully to avoid water infiltration of the site. This work has been called the Irrigation and Site Fill Project, design has been completed to allow this work to be bid out separately and completed prior to begin of construction on the facility and Rio Grande Ave. This work is most advantageous if it begins in the winter months to allow significant completion prior to water levels increasing in the springtime. This is another reason that this Resolution is necessary. The contract award recommendation for the Irrigation Relocation and Site Fill construction work will be presented at a future City Council work session for consideration.

At the latest Work Session (November 18th, 2024) we discussed a design update on the Public Works Facility Project and we also reviewed a presentation from DA Davidson regarding funding options for this project. As recommended by DA Davidson, a tax-exempt lease-purchase financing would be most appropriate for the City to consider for this project. The timing of the proposed borrowing was also discussed. It is anticipated that City staff and DA Davidson will have a COP borrowing proposal for City Council to consider in February of 2025 and if approved the funding would become available for use in approximately June of 2025. The timing of anticipated funding for the project and the work necessary to be prepared for that funding is the basis for the Resolution being presented here. The Design work and the Irrigation Relocation and Site Fill work are necessary to be started and ongoing prior to the receiving of the borrowed funding. This Resolution allows for reimbursement of City General Funds for that work with the borrowed funds.

Net Financial Impact

The anticipated Design work and Irrigation Relocation and Site Fill work that could be completed prior to June 2025 for this project which is what the borrowed funds would be reimbursing are anticipated to be approximately \$5,500,000.00. This would be initially funded from General Fund Reserves and then reimbursed by the borrowed funds for the project.

RESOLUTION NO. 2024 - 22

A RESOLUTION OF THE CITY OF MONTROSE, COLORADO DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF A TAX-EXEMPT LEASE-PURCHASE FINANCING FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE CITY; GENERALLY IDENTIFYING THE CAPITAL EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Montrose (the “City”), is a home-rule city and political subdivision of the State of Colorado (the “State”), duly organized and operating under the home-rule charter of the City and the Constitution and laws of the State; and

WHEREAS, pursuant to State law, the City is authorized to participate in lease-purchase financings to fund capital improvements; and

WHEREAS, the City Council of the City (the “City Council”) has determined that it is necessary to finance the construction and equipping of a new Public Works facility as well as street improvements and other infrastructure needs related thereto (collectively, the “Project”); and

WHEREAS, the City Council currently intends and reasonably expects to participate in a tax-exempt lease purchase financing in an amount which is currently estimated not to exceed \$50,000,000 (the “Financed Amount”), to reimburse the City for the portion of such capital expenditures incurred or to be incurred subsequent to a period commencing sixty (60) days prior to the date hereof, and ending prior to the later of eighteen (18) months of the date of such capital expenditures or the placing in service of the Project (but in no event more than three (3) years after the date of the original expenditure of such moneys); and

WHEREAS, the City Council hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the City for such capital expenditures with the proceeds of the City’s tax-exempt lease-purchase financing.

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

Section 1: Declaration of Official Intent.

The City shall, presently intends, and reasonably expects to finance a portion of the Project with legally available funds.

Section 2: Dates of Capital Expenditures.

All capital expenditures covered by this Resolution were or will be made on and after the date which is sixty (60) days prior to the effective date of this Resolution.

Section 3: Lease-Purchase Financing.

The City presently intends and reasonably expects to participate in a tax-exempt lease-purchase financing within eighteen (18) months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service, whichever is later (but in no event more than three (3) years after the date of the original expenditure of such moneys), and to allocate from said financing an amount not to exceed the Financed Amount to reimburse the City for its expenditures in connection with the Project.

Section 4: Confirmation of Prior Acts.

All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5: Effective Date of Resolution.

This Resolution shall take effect immediately upon its passage.

ADOPTED this 17th day of December, 2024, by

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

City Attorney's Office

MEMO

DATE: December 2, 2024
TO: Honorable Mayor and City Council
FROM: Bill Bell, City Manager and Chris Dowsey, City Attorney
RE: Acquisition of a Conservation Easement Within Colorado Outdoors

Background:

The City has been working with the owners of a parcel within Colorado Outdoors to secure rights to preserve the Morada site. Over the years the Morada site has remained an important cultural and historical site to the adjacent La Raza neighborhood. The site housed a Morada prayer house for a local order of the Penitente Brotherhood between 1940 and the mid 1970's. The Penitente Brotherhood is a religious organization related to the Roman Catholic Church whose main population is found in the southwestern United States. As part of design studies for the Colorado Outdoors development, the City hired Alpine Archaeology (Montrose, CO) in 2017 to delineate the site and confirm its historical significance. These investigations served as the basis for the location of the proposed historical easement. Because no development was proposed in the area in the foreseeable future, the site remained in its untouched state since the 2017 historical investigation was performed. As development continues to occur in Colorado Outdoors, the adjacent neighborhood has requested the site be formally preserved to ensure no development can occur at the location of the historic Morada.

There are two easements the City would be preserving with this purchase, the conservation easement for the Morada and an access easement. The access easement is subject to relocation pending the needs for development on the parcel. The conservation easement allows the City to constructing improvements that add to the historical and cultural significance of the site. The cost to purchase these easements is \$150,000.

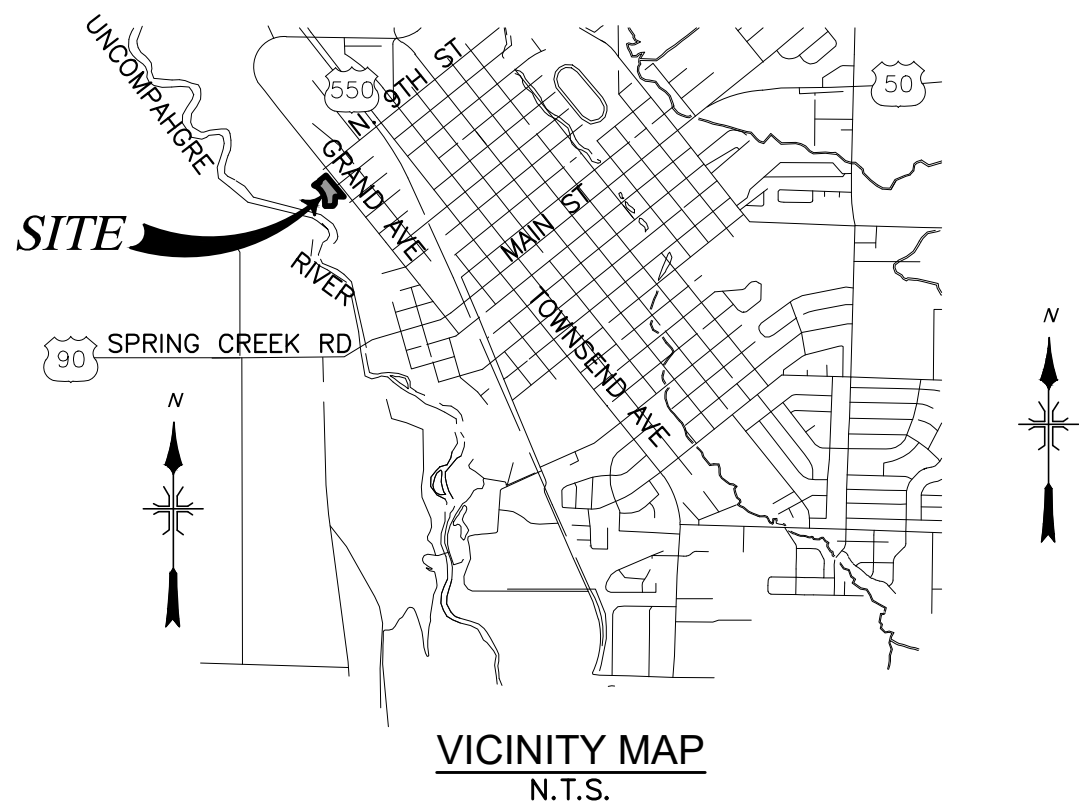


Proposed Action:

Consider the approval of \$150,000 in expenditures for the purchase of a conservation easement within Colorado Outdoors to preserve the Morada site.



AMENDMENT NO. 2 OF
LOT 1 COLORADO OUTDOORS SOUTH MINOR SUBDIVISION
SITUATED IN NW1/4, SW1/4, AND LOT 4 OF SECTION 28,
TOWNSHIP 49 NORTH, RANGE 9 WEST, CITY OF MONTROSE,
COUNTY OF MONTROSE, STATE OF COLORADO



CERTIFICATE OF OWNERSHIP AND DEDICATION:

KNOW ALL YE BY THESE PRESENTS that the undersigned being the Owner(s) of certain lands in the City of Montrose, County of Montrose and State of Colorado to wit:

Lot 1, Amended Plat of Colorado Outdoors South Minor Subdivision Boundary Line Adjustment according to the Plat recorded May 12, 2022 at Reception NO. 950617, County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of AMENDMENT NO. 2 OF LOT 1 COLORADO OUTDOORS SOUTH MINOR SUBDIVISION and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public; a conservation easement in gross, to have and hold in perpetuity, to constitute a binding servitude upon Conservation Easement A as this area has significant cultural and historical value to the community and it's associated pedestrian access easement, as hereon shown.

Executed this _____ day of _____, 20____.

Black Mountain Capital, LLC, a Nevada Limited Liability Company

Printed Name

Title

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this ____ day of _____, 20____, by _____, Black Mountain Capital, LLC.

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. 889005, 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.

Douglas Dragoo the _____ of Academy West Capital Company, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ the _____ of _____

Witness my hand and official seal.

My commission expires _____

Notary

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing between the found Rebar & Cap LS25972 at the Northeast corner of Lot 1 and the found Rebar & Cap LS25972 at the Southeast corner of Lot 1 bears S39°45'15"E. (ASSUMED)

MISCELLANEOUS PLAT NOTES

- The purpose of this plat is to dedicate Conservation Easement A for perpetual preservation of a historic/cultural site and an associated easement for its access. All restrictions, requirements, and notes on the previously-recorded Amended Plat of Lot 1 Colorado Outdoors South Minor Subdivision as recorded at Reception No 950617 still apply to this lot.
- The City of Montrose may construct improvements within Conservation Easement A which preserve or enhance the cultural or historical significance of the conservation easement. Improvements within easement areas shall be installed and maintained by the City of Montrose.
- The conservation easement shown hereon should remain free of any encumbrances or disturbances not listed above in Item 2 or physical private improvements. Owner, including any heirs, successors, and assigns, shall not disturb any area within Conservation Easement A. This includes, but is not limited to, a prohibition on construction, landscaping, alteration, above or below-ground utilities, or remodeling of any area within Conservation Easement A.
- Conservation Easement A shall not be subdivided.
- Minimum building setback from Conservation Easement A shall be 5 feet.
- Conservation Easement A shall be used only for purposes consistent with the conservation purposes of this easement.
- The pedestrian access easement shown hereon shall be subject to relocation upon further development of Lot 1 so long as the current functionality and access connectivity between Conservation Easement A and Grand Avenue or the Uncompahgre Riverway Trail located immediately towards the west is maintained. Servient landowner shall have a continuous and perpetual right to cross, improve, or otherwise use the pedestrian access easement so long as the current functionality and access connectivity between Conservation Easement A and Grand Avenue or the Uncompahgre Riverway Trail located immediately towards the west is maintained.
- Development of Lot 1 and Conservation Easement A shall be subject to requirements of the Colorado Outdoors Declaration of Covenants, Easements, and Restrictions recorded at Reception Number 896988 with the Montrose County Clerk and Recorder, as amended. Any improvements within Conservation Easement A shall be subject to approval from the Colorado Outdoors Design Control Committee.
- Any future historical or cultural designation of Conservation Easement A shall not be permitted without approval from the Colorado Outdoors Design Control Committee.

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 commitment issued by Fidelity National Title Company, dated August 30, 2023 and bearing Title Report No. 210-F11542-23.

Nicholas Barrett, P.L.S.
Registration No. 38037
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: _____

APPROVAL OF DEPUTY CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Atty. Reg. No. _____

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 _____, 20____ under Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

Deputy

PRELIMINARY

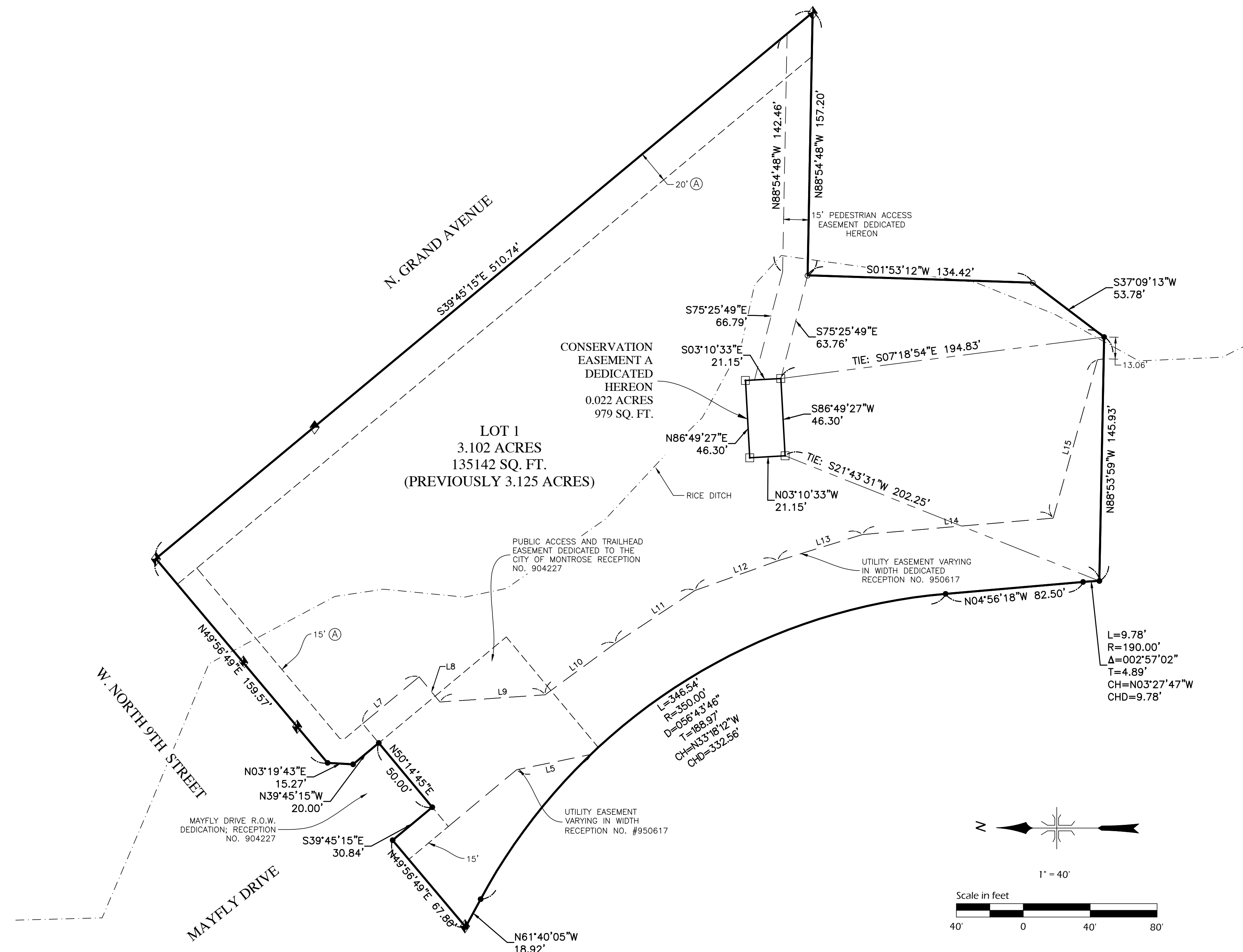
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

FILE LOCATED AT: \\DMS14\PROJECTS\ACTIVE PROJECTS\2022\22176-COM MORADA SITE PLANNING\3D

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 248-2251 (970) 248-2342 FAX www.delmont.com service@delmont.com	
FIELD BOOK:		DRAWN BY: DCC	DATE: 2024-11-25
SHEET: 1 of 2	FILE: 22176V_PLAT	JOB NO.: 22176	TYPE: PLAT
TITLE: AMENDMENT NO. 2 LOT 1 COLORADO OUTDOORS SOUTH		CLIENT: CITY OF MONTROSE	
ADDRESS & PHONE: 433 S. 1ST STREET MONTROSE, CO 81401			

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39°45'15"E	30.84'
L2	N50°14'45"E	50.00'
L5	N11°38'36"W	45.25'
L6	N39°45'15"W	53.11'
L7	S39°45'15"E	43.81'
L8	S50°14'45"W	19.56'
L9	S03°56'00"E	62.97'
L10	S36°16'02"E	52.07'
L11	S33°30'37"E	57.16'
L12	S19°43'15"E	52.36'
L13	S17°15'20"E	53.14'
L14	S04°56'00"E	114.48'
L15	S74°22'25"E	98.29'
L16	S09°14'42"E	3.74'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39°45'15"E	30.84'
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L9	S03°56'00"E	62.97'
L10	S36°16'02"E	52.07'
L11	S33°30'37"E	57.16'
L12	S19°43'15"E	52.36'
L13	S17°15'20"E	53.14'
L14	S04°56'00"E	114.48'
L15	S74°22'25"E	98.29'
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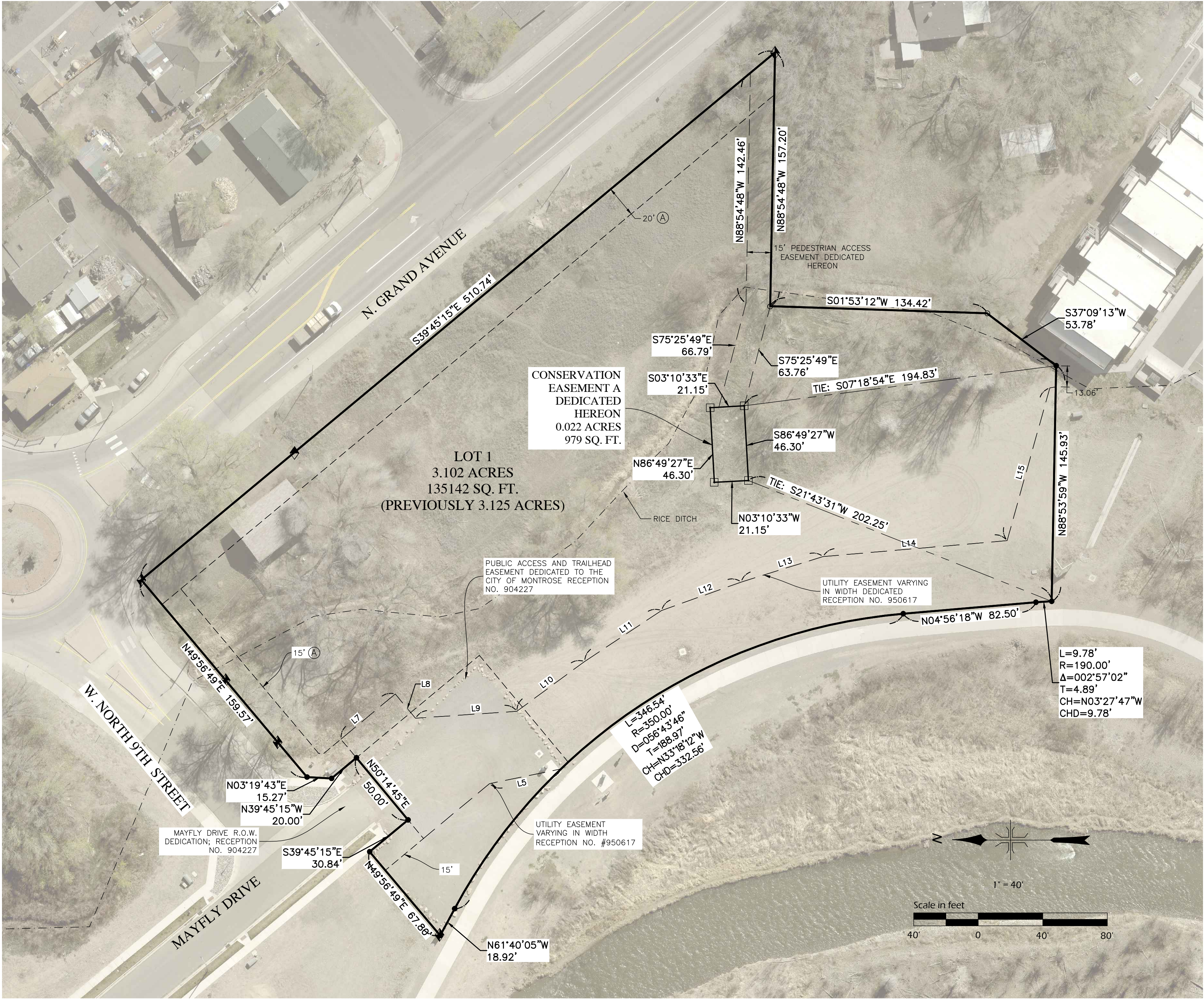
PRELIMINARY

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 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. ■ Montrose, CO 81401 ■ (970) 249-2251 ■ (970) 249-2342 FAX www.del-mont.com ■ service@del-mont.com		TITLE: AMENDMENT NO. 2 LOT 1 COLORADO OUTDOORS SOUTH	
		CLIENT: CITY OF MONTROSE	
FIELD BOOK:		ADDRESS & PHONE:	
DRAWN BY: DCC		433 S. 1ST STREET MONTROSE, CO 81401	
DATE: 2024-11-25			
SHEET: 2 of 2	FILE: 22176V PLAT	JOB NO.: 22176	TYPE: PLAT

AMENDMENT NO. 2 OF
LOT 1 COLORADO OUTDOORS SOUTH MINOR SUBDIVISION
SITUATED IN NW1/4, SW1/4, AND LOT 4 OF SECTION 28,
TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39°45'15"E	30.84'
L2	N50°14'45"E	50.00'
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L6	N39°45'15"W	53.11'
L7	S39°45'15"E	43.81'
L8	S50°14'45"W	19.56'
L9	S03°56'00"E	62.97'
L10	S36°16'02"E	52.07'
L11	S33°30'37"E	57.16'
L12	S19°43'15"E	52.36'
L13	S17°15'20"E	53.14'
L14	S04°56'00"E	114.48'
L15	S74°22'25"E	98.29'
L16	S09°14'42"E	3.74'



- LEGEND**
- = FD. REBAR & CAP L.S. 38037
 - = FD. REBAR & CAP L.S. 12180
 - ◆ = FD. REBAR & CAP L.S. 25972
 - ◆ = FD. REBAR & CAP L.S. 7970
 - = SET 1 1/2" ALUMINUM CAP ON 5/8" REBAR P.L.S. 38037
 - Ⓐ = UTILITY AND DRAINAGE EASEMENT DEDICATED TO THE CITY OF MONTROSE RECEPTION NO. 904227

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 • (970) 248-2251 • (970) 248-2242 FAX www.del-mont.com • service@del-mont.com	
FIELD BOOK:		DATE:	2024-12-02
DRAWN BY:		DCC	
SHEET:		2 of 2	
FILE:		22176V PLAT	
JOB NO.:		22176	
TYPE:		PLAT	
TITLE:		AMENDMENT NO. 2 LOT 1 COLORADO OUTDOORS SOUTH	
CLIENT:		CITY OF MONTROSE	
ADDRESS & PHONE:		433 S. 1ST STREET MONTROSE, CO 81401	



CITY OF MONTROSE
Community Development Department

MEMO

TO: City Council
FROM: Christopher Ottinger, Community Development Specialist
DATE: December 17, 2024
RE: Update to MOU and Promissory Note for Sunshine Peak Apartments/Montrose County Housing Authority

INTRODUCTION

City of Montrose Staff are seeking approval for a revision to the Memorandum of Understanding and Promissory Note signed April 24, 2024 between the City of Montrose and the Montrose County Housing Authority, a body corporate and politic. This revision modifies and updates the agreement to reflect the anticipated legal owner of Sunshine Peak as the Montrose County Housing Authority, a Colorado Non-Profit Corporation.

BACKGROUND

Last year, City Council approved seeking a Community Development Block Grant on behalf of the Montrose County Housing Authority. This was to acquire phase I of the Sunshine Peak Apartments to be preserved as an affordable housing complex in the City. The grant was ultimately awarded in the amount of \$2,400,000. However, due to an oversight on the part of the senior lender, the legal entity actually acquiring the project had to be changed. The Montrose County Housing Authority is also in control of a non-profit of the same name which allows the project to move forward. The City Attorney has revised the documents to reflect the needed changes.

Financial Considerations

There are currently no additional financial considerations for this item.

Recommendation

It is the recommendation of City staff to approve the update to the MOU and Promissory Note

**CITY OF MONTROSE
AND
MONTROSE COUNTY HOUSING AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, whose address is 400 East Main Street, P.O. Box 790, Montrose, Colorado 81402-0790 (hereinafter referred to as the “City”), and MONTROSE COUNTY HOUSING AUTHORITY, a Colorado Nonprofit Corporation, with a principal address of 222 Hap Ct., Olathe, CO 81425 (hereinafter referred to as “MCHA”) (the foregoing entities may sometimes be referred to herein collectively as the “Parties”, or generically and individually as a “Party”).

WHEREAS, MCHA desires to acquire the Sunshine Peaks Apartments (“Apartments”), a 49-unit affordable housing project in Montrose, Colorado, either directly or through a wholly-owned subsidiary, for the purpose of preserving the Apartments as long-term affordable housing (the “Project”); and

WHEREAS, the Apartments are more particularly identified by the Montrose County Tax Assessor as Parcel #3767-214-19-001, Subd: SUNSHINE PEAK FINAL PLAN Lot: 1 S: 22 T: 49 R: 9, in Montrose, Colorado upon which the Project is to occur, and MCHA is an eligible sub-recipient of Community Development Block Grant (“CDBG”) funds; and

WHEREAS, in conjunction with the acquisition, the City has submitted a grant application and agreed to act as a sponsor of a CDBG grant in the amount of up to \$2,400,000 from the Department of Local Affairs (“DOLA”); and

WHEREAS, it is both necessary and desirable for the City to enter into this Agreement with MCHA for purposes of setting forth the relative responsibilities of the Parties with respect to the acquisition, and the expenditure of Grant funds; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations set forth herein, the Parties agree as follows:

- I. In consideration of the City’s willingness to act as the sponsor of the CDBG application and award, and to enable Grant funding of the acquisition of the Apartments, MCHA agrees as follows:
 - A. MCHA, in connection with this Project, shall carry out and comply with the rules, regulations, and standards set forth, including procurement requirements, in the CDBG Guidebook with respect to reporting, environmental protection, civil rights, property acquisition, relocation, labor and construction and project close-out as required
 - B. MCHA shall maintain and keep the Apartments in a good and orderly condition, and utilize the Apartments for low-income housing within the Montrose community, for a period specified in the Colorado Division of Housing Beneficiary and Rent Use agreement for the 5 HOME assisted rental units Reception #765205 as well as the units under the Land Use Restriction Agreement Reception #784249
 - C. MCHA shall provide the City copies of all correspondence received from or sent to DOLA related to the utilization or expenditure of Grant funds as referenced in this Agreement, within the Grant application, or within any agreements with DOLA.

- D. MCHA shall provide the City with a copy of the organization's annual financial audit.
 - E. MCHA agrees to provide the City with all information required to prepare financial and performance reports, as required under the CDBG Guidelines. Said information may be sent to the attention of: Jace Hochwalt, Community Development Director, PO Box 790, Montrose, CO 81402 and/or jhochwalt@cityofmontrose.org
- II. MCHA will use the CDBG funds to pay a portion of the purchase price of the Project. In connection with the closing of the purchase of the Project, MCHA shall prepare a request for payment, which requests shall then be forwarded to the City along with supporting documentation (purchase agreement, settlement statement, etc.) to substantiate the request for a draw down of funds. After review, the City shall forward the request to DOLA for payment. Upon receipt of payment, the City shall forward the funds to MCHA or to the title company handling the closing. The City shall require documentation evidencing that such funds were appropriately expended on the Project, and copies of checks and payment of bills by MCHA shall be provided to the City for its permanent records. If the City receives an advance of CDBG funds by the State, MCHA shall submit copies of appropriate documentation (i.e. purchase agreement and settlement statement) or similar evidence of indebtedness to substantiate any draw down of CDBG funds from the City.
 - III. Prior to any request for disbursement for authorized activities to be funded under the CDBG Grant, MCHA shall have in place all financing for the Apartments.
 - IV. MCHA agrees to comply with all other terms, conditions and obligations pertaining to the ownership, development, construction and management of the Project as required under any contractual documents executed between the City, DOLA, or the State of Colorado. MCHA shall be responsible for any and all liability accruing from inappropriate expenditure of Grant funds related to the Project.
 - V. In order to protect the interests of the State of Colorado, and the interests of the City as Grant recipient, MCHA agrees that as a condition precedent to receipt of the funds, a promissory note with recourse to a lien shall be executed, pursuant to which the City shall have a right of reimbursement of Grant funds in the event the use of said property as low-income housing is discontinued on or before five (5) years from the date of the State's official close-out of the Grant contract (the "Performance Date"). A copy of said promissory note is attached and incorporated as Exhibit "A." Any obligation of MCHA to repay any portion of the Grant, and all other obligations of MCHA under this Agreement, shall expire and terminate on the Performance Date.
 - VI. It is the intent of this Agreement to assure that all contractual obligations concerning the ownership, development, construction, and management of the Project shall be accomplished by MCHA, and that the role of the City in conjunction with said Project, shall be solely limited to preparing the application for the CDBG Grant funds, administering grant paperwork, and acting as a conduit for the authorized expenditure of such funds in accordance with the contractual documents.
 - VII. Time is of the essence with respect to the covenants, conditions, and obligations contained herein, as well as those set forth in the existing or to be written contracts pertaining to the CDBG Grant No. H5CDB32869 involving DOLA and the State of Colorado.
 - VIII. The terms of this Agreement shall be binding upon the representative Parties, their successors and assigns.

- IX. Defense and Indemnity: MCHA agrees, to the extent permitted by law, to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, 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 MCHA, any subcontractor of MCHA, or any officer, employee, representative, or agent of MCHA or of any subcontractor of MCHA, or which arise out of any worker's compensation claim of any employee of MCHA, or of any employee of subcontractor of MCHA, including any related claim for attorney's fees. MCHA agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of MCHA, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims, or demands. MCHA also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Notwithstanding the above, the City does not intend to waive any rights it may have under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et. seq.*
- X. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- XI. This Agreement is explicitly made contingent upon execution by all parties of the CDBG Grant contract between the City and DOLA (State of Colorado).

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF MONTROSE

MONTROSE COUNTY HOUSING AUTHORITY

J. David Reed, Mayor

Penelope Harris, Board Chair

ATTEST:

ATTEST:

Lisa DelPiccolo, City Clerk

PROMISSORY NOTE

On this _____ day of _____, 2024, in return for valuable consideration received, the undersigned MONTROSE COUNTY HOUSING AUTHORITY, a Colorado Nonprofit Corporation, with a principal address of 222 Hap Ct., Olathe, CO 81425, ("Promissor") promises to pay to the CITY OF MONTROSE, a Colorado home rule municipal corporation, whose a principal address of 400 E. Main Street, P.O. Box 790, Montrose, Colorado 81402-0790, ("City"), such sums as set forth below, together with interest thereon at the rate of zero percent per annum.

1. Terms of Repayment:

- A. Intent of the Promissor and City: As a condition precedent to receipt of any funds from the City under CDBG Grant No. H5CDB32869 (the "Grant Agreement"), Promissor has agreed that should it become necessary for any reason to repay any or all of the CDBG grant funds, up to a maximum principal amount of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000), plus penalties, interest and fees, if any assessed to the City, Promissor shall do so, and shall secure its contingent repayment obligation with this Promissory Note.
- B. Contingent Repayment: This Promissory Note shall not create any obligation for Promissor to make any payment unless Promissor breaches the Grant Agreement, or fails to comply with any applicable terms of CDBG Grant No. H5CDB32869, and any related or associated rule, contract, guideline or regulation, thereby triggering the City's obligation to repay the Grant. Promissor shall then reimburse the City in an amount equal to that which the City has been obligated to pay, up to a maximum as set forth in Paragraph "1 A" above. Except as specifically provided in this Paragraph B, Promissor has no obligation to make payments on this Note.
 - i. Notice: No payment shall be due under this Promissory Note until the City has caused a Notice to be sent via Certified U.S. Mail, Return Receipt Requested, addressed to the Promissor at the address set forth above. Said Notice shall state the amount the City has been (or will be) obligated to repay under CDBG Grant No. H5CDB32869, and what the schedule of payments shall be, in the City's sole discretion. Promissor may request, and the City shall send reasonable proof of the amount due.
- C. Schedule of Payments: Should it become necessary under Paragraph "1 B", above, for Promissor to repay the City, said payment shall be made either:
 - i. In a single lump sum "on demand", as set forth below; or
 - ii. In equal amounts at intervals of not less than once per month for a period not to exceed one 12-month period.

- 2. **Payable On Demand**: The entire unpaid principal (or any smaller amount owed to the City) shall become immediately due and payable on demand by the City.
- 3. **Late Fees**: In the event that a payment due under this Note is not made within ten days of the time set forth herein, the Promissor shall pay an additional late fee in the amount of one percent of said payment.
- 4. **Place of Payment**: All payments due under this note shall be made at 400 E. Main Street, P.O. Box 790, Montrose, Colorado 81402-0790, or at such other place as the holder of this Note may designate in writing.
- 5. **Prepayment**: This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, if any, and then to principal payments in the order of their maturity.
- 6. **Default**: In the event of default, the Promissor agrees to pay all costs and expenses incurred by the City, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.
- 7. **Acceleration of Debt**: In the event that the Promissor fails to make any payment due under the terms of this Note, or breaches any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within 30 days, the entire balance of this Note, or any smaller amount owed to the City, and any interest accrued thereon

shall be immediately due and payable to the holder of this Note.

- 8. **Modification:** No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 9. **Transfer of the Note:** The Promissor hereby waives any notice of the transfer of this Note by the City or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.
- 10. **Severability of Provisions:** In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.
- 11. **Choice of Law:** All terms and conditions of this Note shall be interpreted under the laws of the State of Colorado.
- 12. **Recourse to Lien:** Promissor hereby consents to a lien under § 5-15-17 (C) of the Official Code of the City of Montrose, should there be any breach of this Note by Promissor. Said lien shall be on all real and tangible personal property of the Promissor that is associated with this promissory note. The City shall follow the procedure set forth in § 5-15-17 (C) for creation and perfection of the City’s lien, as well as for seizure, levy, sale, and all other aspects of enforcement and collection as are necessary and proper in the City’s sole discretion. Unpaid amounts lawfully due under this Note shall be considered as “taxes” for the purpose of said lien, and Promissor shall be considered as the “taxpayer”. The City shall release this lien upon satisfaction or expiration of Primissor’s obligations under this Promissory Note and the Grant Agreement.

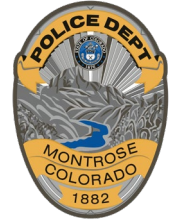
Signed Under Penalty of Perjury, this ____ day of _____, 2024.

PROMISSOR: Montrose County Housing Authority, a Colorado Nonprofit Corporation

Name, Title

ATTEST:

Name & Title:



CITY OF MONTROSE
POLICE DEPARTMENT
434 South First Street
Montrose, Colorado 81401
(970) 252-5200 Phone
(970) 252-5216 Fax

AUTHORIZATION FOR PURCHASE RECOMMENDATION

TO: Honorable Mayor and Montrose City Council
FROM: Blaine Hall, Police Chief
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
DATE: November 26, 2024
Subject: Police Department Flex Server Replacement/Upgrade with added DR Server

Recommendation:

Staff recommends approving \$295,198.21 for the replacement and upgrade of the Montrose Police Department's existing Motorola Flex server hardware and software. This upgrade includes the addition of a Disaster Recovery (DR) server, which will be located at the WestCo Dispatch Center. The DR server is a critical addition for ensuring backup capabilities and enhancing system reliability in the event of a system failure.

Background:

The Montrose Police Department currently serves as the primary agency sharing server resources with partner organizations, including WestCo Dispatch, and facilitates CAD (Computer-Aided Dispatch) communications for eight of the surrounding agencies. Industry standards recommend a replacement cycle of five to seven years for server hardware and software, as systems typically become obsolete after five years. The current system is six years old.

We have found that after five years of use, both hardware and software begin to degrade, leading to increased maintenance costs and potential system failures. The shared data system is vital for officer safety and operational efficiency, as it allows agencies to access critical information about individuals (e.g., officer safety flags) and avoid delays typically associated with separate systems. Sharing jail information also saves time by allowing direct access to incarceration data, eliminating the need for phone calls and follow-up inquiries. Furthermore, cost savings are realized through the ability to share system-related expenses across multiple agencies.

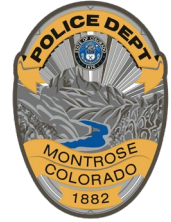


November 26, 2024

Page 2

Net Financial Impact:

Over the past four years, the City's IT department has allocated funds for server replacement, and we have billed partner agencies for replacement costs. The addition of the DR server has raised the total project cost beyond previous projections. However, this investment is essential for ensuring data redundancy and system continuity for all participating agencies.



**CITY OF MONTROSE
POLICE DEPARTMENT**
434 South First Street
Montrose, Colorado 81401
(970) 252-5200 Phone
(970) 252-5216 Fax

Sole Source Justification Document for Motorola Flex Hardware Update/Replacement

November 26, 2024

I. Introduction

This document provides a justification for acquiring updated hardware and software for the Montrose Police Department and partner agencies, specifically to enhance our existing law enforcement equipment and software provided by Motorola. Motorola currently serves as our primary law enforcement database vendor. Given the essential nature of our operations and the need to maintain system continuity, we believe that continuing our partnership with Motorola is the most effective solution for our department and the agencies we support.

II. Background

1. Long-standing Partnership

- We have been using our existing system for our law enforcement database since 1990.
- They have an extensive understanding of our system architecture, workflows, and specific needs.

2. Current System Overview

- Our existing system integrates with several other agencies (MTV PD, TMO, OURS, OUPD, RMO, WestCo, OLPD) creating a network of collaborations with partner agencies, this is vital for effective law enforcement data sharing and dispatch services.
- The hardware in use is reaching the end of its lifecycle, necessitating a replacement.



III. Need for Update/Replacement

1. Aging Hardware

- Current hardware is experiencing some performance issues and can cause increased downtime.
- Compatibility with new software and technologies is becoming problematic.

2. Minimizing Downtime

- Any change in vendor could lead to significant learning curves and potential system incompatibility.
- Motorola can provide updates with minimal disruption to our ongoing operations, ensuring that all agencies continue to function smoothly.

IV. Benefits of Staying with our Existing Vendor

1. Expertise and Knowledge

- Motorola possesses intimate knowledge, understanding the unique requirements and the configurations. New vendors would not have the same knowledge.
- The historical context and existing employees allow for quicker troubleshooting and more efficient updates.

2. Seamless Integration

- Continuing with Motorola ensures that any changes of hardware and software will be compatible with existing system interfaces, reducing the risk of downtime or operational failure.
- The vendor's experience with our specific setup means they can anticipate potential issues and address them proactively.

3. Cost-Effectiveness

- Avoiding a vendor transition minimizes costs associated with training, system integration etc.
- Sharing with our partner agencies helps in some cost savings for all the agencies.

V. Conclusion

In light of our long-standing relationship with Motorola, their familiarity with our systems, and the need to minimize downtime for multiple agencies especially dispatch downtime, we strongly recommend proceeding with them for our hardware and software update in replacing our legacy system. This approach aligns with our commitment to operational excellence and the safety of our community and safety for our officers and our partner agencies officers.

Drea Cole, Police Systems Administrator



MOTOROLA SOLUTIONS

Motorola Solutions

Telephone: 435-840-0198
tally.gochis@motorolasolutions.com

September 18, 2024

City of Montrose/Montrose County
Attn: Drea Cole

Subject: Spillman Flex Production Server Refresh & Migration

To whom it may concern,

The purchase of the Motorola Solutions Inc. owned Spillman Flex Server and its associated components is recommended to be acquired through Solutions II who is the sole Server partner to Motorola Solutions Inc. and has been responsible for thousands of successful Server deployments for well over 10 years.

Server migration services are required in this project. Motorola Solutions Inc. is the sole provider of the Server migration services due to the proprietary and complex nature of the Spillman Flex Application. Solutions II works in tandem with Motorola Solutions Inc. by acquiring the specified hardware required, performing the onsite installation of the equipment, testing the equipment and then handing it off to Motorola to perform the Server Migration to the newly installed equipment – with Solutions II and Motorola Solutions Inc. ensuring the entire project is completed successfully from start to finish.

Due to the complex proprietary software components as well as the complexity of the overall design, we recommend that Motorola Solutions Inc. and Solutions II perform all setup, installation, maintenance and ongoing support of the Spillman Flex Server.

Modifications and enhancements to the software must be completed by Motorola Solutions Inc. technical services to ensure operability with existing Motorola software infrastructure. Motorola Solutions Inc. is the only provider of the Spillman CAD/Records/Mobile and Jail applications.

Sincerely,

MOTOROLA SOLUTIONS INC.

Tally J. Gochis
Spillman Flex Account Sales
Motorola Solutions Inc.



CITY OF MONTROSE

City Attorney's Office

MEMO

DATE: December 2, 2024
TO: Honorable Mayor and City Council
FROM: Chris Dowsey, City Attorney
RE: Lease renewal between Cimarron Canal Reservoir Company and the City of Montrose

Background:

On January 1, 1994, the City of Montrose ("Landlord") entered into a thirty-year lease ("Lease") with Cimarron Canal and Reservoir Company ("Tenant"). The lease involves approximately 3.1 acres of property owned by the City near Cerro Reservoir. For a substantial number of years, the Tenant has had an employee reside on the premises to occasionally inspect, without charge to the Landlord, the remaining property of the Landlord, particularly the dam and embankments of the City's reservoir. In consideration of the renewal of the Lease, staff desires to enter into an agreement which will memorialize the terms and conditions under which the Tenant may continue to occupy the property. The new lease, effective January 1, 2024, will be for a period of 10 years, expiring on January 1, 2034, with the option for both parties to renew the lease for two additional 10-year periods.

Proposed Action:

Cimarron Canal and Reservoir Company has agreed to the terms of the new Lease. Staff is recommending approval to enter into the lease under the terms and conditions contained therein.



LEASE

THIS LEASE is entered into effective January 1, 2024, between the CIMARRON CANAL AND RESERVOIR COMPANY, a Colorado Corporation, ("Tenant") and the CITY OF MONTROSE ("Landlord"), as follows:

WHEREAS, the Landlord owns certain real property in Montrose County, Colorado, to wit:

Beginning at a point from which the Resurvey Standard Corner to Section 34 and 35 in Township 49 North, Range 7 West of the New Mexico Principal Meridian, bears North 18°19'30" West 52 and 32/100ths chains distant; thence West 40 chains to a point; thence South 40 chains to a point; thence East 40 chains to a point; thence North 40 chains to the place of beginning; containing 160 acres, according to the official plat of the survey of the said land, approved March 11, 1916.

WHEREAS, for a substantial number of years, the Tenant has occupied a portion of said property, for its use in occupying a residence, and certain out-buildings, and for storage of heavy equipment; and

WHEREAS, no written agreement describing the terms and conditions of the Tenant's occupancy of said property exists; and

WHEREAS, the Parties mutually desire to enter into an agreement which will memorialize the terms and conditions under which the Tenant may continue to occupy the property.

NOW, THEREFORE, the Parties hereby enter into the following Lease:

1. **Description of Premises:**

The Landlord hereby agrees to lease to the Tenant, subject to the terms and conditions of this Agreement, approximately 3.1 acres of the subject property, which is denoted "Parcel A" on the attached map, which is attached hereto as Exhibit 1 and incorporated herein by reference. (Said Parcel A shall henceforth be referred to in this Agreement as "the premises"). Reserving to the City the right to install, operate, maintain and replace water lines, appurtenances and other utilities in, over, under and across the premises.

2. **Term of Lease:**

The term of this Lease shall be for a period of 10 years from the effective date first above written, subject to termination of the Lease in accordance with any of the remaining provisions of this Lease. This lease shall automatically renew up to at the end of the lease term if not terminated by either party as outlined herein.

3. **Consideration:**

Tenant agrees to the following consideration for this lease:

- A. Tenant shall pay the sum of \$200.00 as rent each year. Such rent shall be paid in advance on or before December 31 of the prior year.
- B. Tenant agrees to have its employee who will be residing on the premises, to occasionally inspect without charge to Landlord, the remaining property of the Landlord, particularly the dam and embankments of the City's reservoir which are situated on the property and to alert the City of any concerns which may arise or be noted. It is the intent of this provision that while Tenant will as partial consideration for the Lease contribute use of the services of its employees who reside on the premises for the purposes of assisting the Tenant with respect to any reasonable request for minor inspections or assistance in light duties which may be necessary from time to time at or near the premises, nothing in this Lease shall be construed as created an employee/employer, principal/agent or partnership relationship between the Tenant and Landlord, and Tenant is not assuming any responsibility for the operation or maintenance of the dam, reservoir or other City property.

4. **Miscellaneous Provisions:**

- A. Tenant agrees also to maintain all fences and improvements upon the premises in good repair, including sewer connections, plumbing, wiring, glass, and the like. All said repair expenses shall be at Tenants sole expense, and Landlord shall have no monetary obligation whatsoever to maintain the premises or to maintain any access thereto, all of which shall be maintained solely at Tenant's expense. Tenant shall maintain the premises reasonably free from unsightly debris or accumulations of trash, and the like, and in compliance with the standards set by City of Montrose junk, weed, litter and nuisance ordinances.
- B. The premises shall be used only as a residence of the employee (ditch rider) hired by the Tenant, and his or her family, for the maintenance of garages and workshops for the maintenance of the equipment and other supplies and materials incident to the operation of the Tenant. Tenant's use of the premises shall conform to all applicable laws, ordinances, and regulations of the United States of America, the State of Colorado, the County of Montrose, and City ordinances.
- C. The Parties state and agree that the structures and improvements located on the premises, other than existing water lines and appurtenances, including but not limited to the residence and the garage/shop have always been, and shall remain, throughout the term of this Lease, the sole property of the Tenant. Therefore, in the event of termination of this Lease, Tenant shall remove all such improvements at its sole expense, in which case Tenant shall also be responsible, at its expense, to remove all

debris and otherwise clean up any site where any improvements are removed. If Tenant fails to do so within 60 days of termination, Landlord may do so, dispose of improvements as it sees fit and collect the costs of doing so from Tenant.

- D. No additional improvements shall be constructed on the premises without the express written permission of Landlord.

5. **Termination of Lease:**

This Lease may be terminated upon any of the following events:

- A. Dissolution, insolvency, or bankruptcy of the Tenant or Tenant's vacancy of the premises;
- B. The foreclosure and sale of the leasehold interest resulting from any lien that is not satisfied and paid by Tenant;
- C. Material breach of any of the obligations of Tenant under this Lease PROVIDED, HOWEVER, that the breach is not cured within the time provided in Paragraph 5(E) below;
- D. Any unauthorized use of the premises PROVIDED, HOWEVER, that the said breach is not cured within the time provided in Paragraph 5(E) below;
- E. In the event the Landlord wishes to terminate this Lease pursuant to the provisions of Paragraphs 5(C) or 5(D), written notice of the intent to terminate shall first be given to the Tenant by certified mail, return receipt request, at the address of the Tenant stated below, or at any other subsequent address given to the Landlord in writing. Said notice shall provide a clear statement of the reasons for termination. The Tenant shall then have a period of forty-five days from the date or receipt of said notice within which to cure the default which forms the basis of the notice of termination, and in the event such cure is timely made by Tenant, the Lease shall remain in full force and effect; or
- F. The City may terminate this Lease with ninety (90) days advance notice to Tenant if the premises are needed for a public purpose which would be sufficient to support an action for eminent domain to acquire the property, pursuant to Colorado statutes and common law as in effect of this lease.

6. **Disclaimer of Landlord of any Liability for Liens:**

Nothing in the terms of this Lease shall be construed as the Landlord authorizing the Tenant to make any improvements on the real property that would subject the property to a mechanic's lien. To the extent that the Tenant may make improvements upon the premises and fail to pay for the same, such that a mechanic's lien is placed upon the premises, said

liens shall attach only to the leasehold interest of Tenant to the premises, and shall subject to all the terms of this Lease (including the provisions for termination of the Lease upon the filing of a mechanic's lien). Tenant shall not create or allow any liens upon said property and liens shall attach only to Tenant's leasehold interest.

7. **Access to the Property:**

- A. The Landlord shall have the right to enter upon or across the leased premises or to cross such premises at any and all times and may authorize any of its officers, agents, or employees to do so.
- B. The Landlord shall also have the right to inspect inside of any of the buildings or improvements on the premises at any reasonable time by making prior arrangements with Tenant or the occupant of the premises.

8. **Taxes and Utilities:**

- A. In the event any ad valorem, real or personal property taxes or payments in lieu thereof, are due or assessed upon the leased property or any improvements thereof, the payment of such taxes shall be the sole obligation of the Tenant. In the event the City receives any tax notices, it shall deliver them to the Tenant for payment.
- B. Tenant shall promptly pay as due all bills for utilities to serve the premises.

9. **Indemnification:**

The Tenant agrees to indemnify and hold harmless Landlord, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this 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 Tenant, any subcontractor of the Tenant, or any officer, employee, representative, or agent of the Tenant, Tenant, or which arise out of any workmen's compensation claim of any employee of the Tenant or of any employee of any subcontractor or sublease of the Tenant. The Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Tenant, or at the option of Landlord, agrees to pay Landlord or reimburse Landlord for the defense costs incurred by Landlord in connection with, any such liability, claims, or demands. The Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage

was caused in whole or in part by the act, omission, or other fault of the Landlord, its officers, or its employees, the Landlord shall reimburse the Tenant for the portion of the judgment attributable to such act, omission, or other fault of the Landlord, its officers, or employees.

10. **Insurance:**

- A. The Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Tenant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph 9 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Tenant shall procure and maintain, and shall cause any subcontractor or sublessee of the Tenant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Tenant.
 - ii. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Tenant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Tenant's has no owned

automobiles, the requirements of this Paragraph (3) shall be met by each employee of the Tenant providing services to the Landlord under this contract.

- C. The policy required by paragraphs (B)(ii) and (iii) shall be endorsed to include Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under any policy required above.
- D. A certificate of insurance shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Landlord prior to commencement of the Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to Landlord.
- E. Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Landlord may immediately terminate this contract, or at its discretion Landlord may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand, or Landlord may offset the cost of the premiums against any monies due to Tenant from Landlord.
- F. Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. The Parties understand and agree Landlord is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or other rights immunities, and protections provided by the Colorado Governmental Immunity Act \
- H. Tenant shall have its improvements on the premises covered by Tenant's property insurance policies and provide Landlord with a certificate of such insurance. Tenant shall be responsible for all losses to Tenant's property including losses not covered due to said policy's deductible, or for losses outside the scope of such policy's coverage and hereby waives any claim against Landlord for such losses.

11. **Waiver:**

No waiver of any breach of any one or more of the conditions and covenants of this Lease by the Tenant or Landlord shall be deemed and constitute a waiver of any succeeding or other breach under this Lease.

12. **Notices:**

All notices required to be given to the Landlord or the Tenant herein shall be mailed to them to the following address:

City of Montrose
c/o City Manager
P.O. Box 790
Montrose, CO 81402

Cimarron Canal and Reservoir Company
400 South 3rd Street
Montrose, CO 81401

Notice shall be effective when deposited in the U.S. Mail, certified return receipt requested, addressed to the above address or any address notice of which address change has been given in writing to other party.

13. **Sublease or Assignment:**

Tenant may neither sublease nor assign its interest hereunder. This Lease shall be binding upon the successors and assigns of the Parties hereto. Provided however, Tenant may assign this Lease to Bostwick Park Water Conservancy District, which shall be responsible for compliance with all the terms and conditions hereof. A copy of the assignment shall be provided to the City.

IN WITNESS WHEREOF, the Parties have entered into this Lease on this ____ day of _____, 2024, effective retroactive to the day and year first above written.

CITY OF MONTROSE

CIMARRON CANAL AND RESERVOIR
COMPANY

J. David Reed , Mayor


Allen Distel, its President

STATE OF COLORADO)
) SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by J. David Reed, Mayor.

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

(SEAL)

Notary

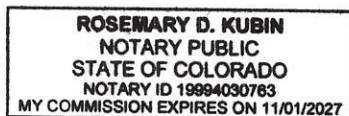
STATE OF COLORADO)
) SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 15 day of November,
2024, by Allen Distel.

Witness my hand and official seal.
My commission expires: 11/01/2027

(SEAL)

Rosemary D. Kubin
Notary



CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 25, 2024
RE: San-Miami Sewer Improvements Contract Award Consideration
CC: William Bell, Shani Wittenberg

Action

Consider the award of a construction contract to Haynes Excavation in the amount of \$86,877.22 for construction of the San-Miami Sewer Improvement Project.

Background

As development of several residential houses and an apartment complex occurred starting in the 1960's near the intersection of San Juan Avenue and Miami Road (San-Miami), the parcels utilized a sewerline located in the rear of the lots as shown in Figure 1. This sewerline is generally inaccessible, accepts stormwater flows, and is undersized for the flow it receives.

As a remedy to these issues, the City initially envisioned construction of a new sanitary sewer line out in Miami Road and reconfiguration of the building sewer services out to the front. This initial design was determined to be cost prohibitive (additional detail below), and a revised design was developed that included re-routing of the apartment sewer flow north, plugging of stormwater entry points, and reconfiguration of the downstream end of the line. An overview of the revised plan is included as Figure 2.

Although the revised plan does not remove the sewerline from the rear of the lots as initially hoped, the plan does address the line sizing issue by reducing sewer flows and eliminating stormwater entry into the system. The line will also be more accessible for maintenance via a new manhole that will become available alongside Miami Road. Although not expected to ever be necessary, the revised design also includes a connection point should the need arise to re-route the rear-yard mainline towards the north.

Project Bidding and Associated Expenditures

Construction of the initial San Miami Sewer design (new mainline in Miami) was put out for bid on September 17th and bids were publicly received on October 8, 2024 from three contractors as summarized in Table 1 below. These bid totals include a 10 percent contingency.

TABLE 1 Summary of Bid Results (Initial Design)		
Contractor	Location	Bid Total
Earthworx Excavation	Montrose, CO	\$366,866.08
Haynes Excavation	Montrose, CO	\$392,809.25
Ridgway Valley Enterprises	Montrose, CO	\$404,495.30

After determining the initial approach was not the most cost effective, the revised design was developed and the three bidders listed in Table 1 were invited to bid the revised project. This invitation was issued on November 5th and two bids were received on November 19, 2024 as summarized in Table 2. It should be noted that the initial bids in this case did not include a 10% contingency, this has been added in the far-right column of the table.

TABLE 2 Summary of Bid Results (Revised Design)			
Contractor	Location	Bid Total (w/o Contingency)	Bid Total (w/ 10% Contingency)
Haynes Excavation	Montrose, CO	\$78,979.29	\$86,877.22
Earthworx Excavation	Montrose, CO	\$98,567.80	\$108,424.58

The City has positive experience working with the low bidder, Haynes Excavation, on numerous capital projects and considers them qualified to perform the work. As a result, it is recommended that the construction contract be awarded to Haynes Excavation.

Project Schedule and Traffic Control

The revised sewerline project is scheduled for completion by mid-April 2025. Although the initial design would have required the full closure of Miami Road, the revised design proposed will result in only minor traffic impacts for isolated shoulder closures.

Contract Administration and Project Financials

Contract administration, project management, and inspection will be performed by the City of Montrose engineering department with support from the design engineer as needed.

The 2024 budget included \$275,000 for construction of the San-Miami Sewer Project. Because of the delays associated with design revisions, this will not be expended in 2024. Initial funding in 2025 will rely on a general budget allocation of \$300k for high-priority sewer rehabilitation within the sewer fund. Although not expected, if other projects arise that utilize the remainder of this \$300k allocation, a budget supplement in 2025 may become necessary.

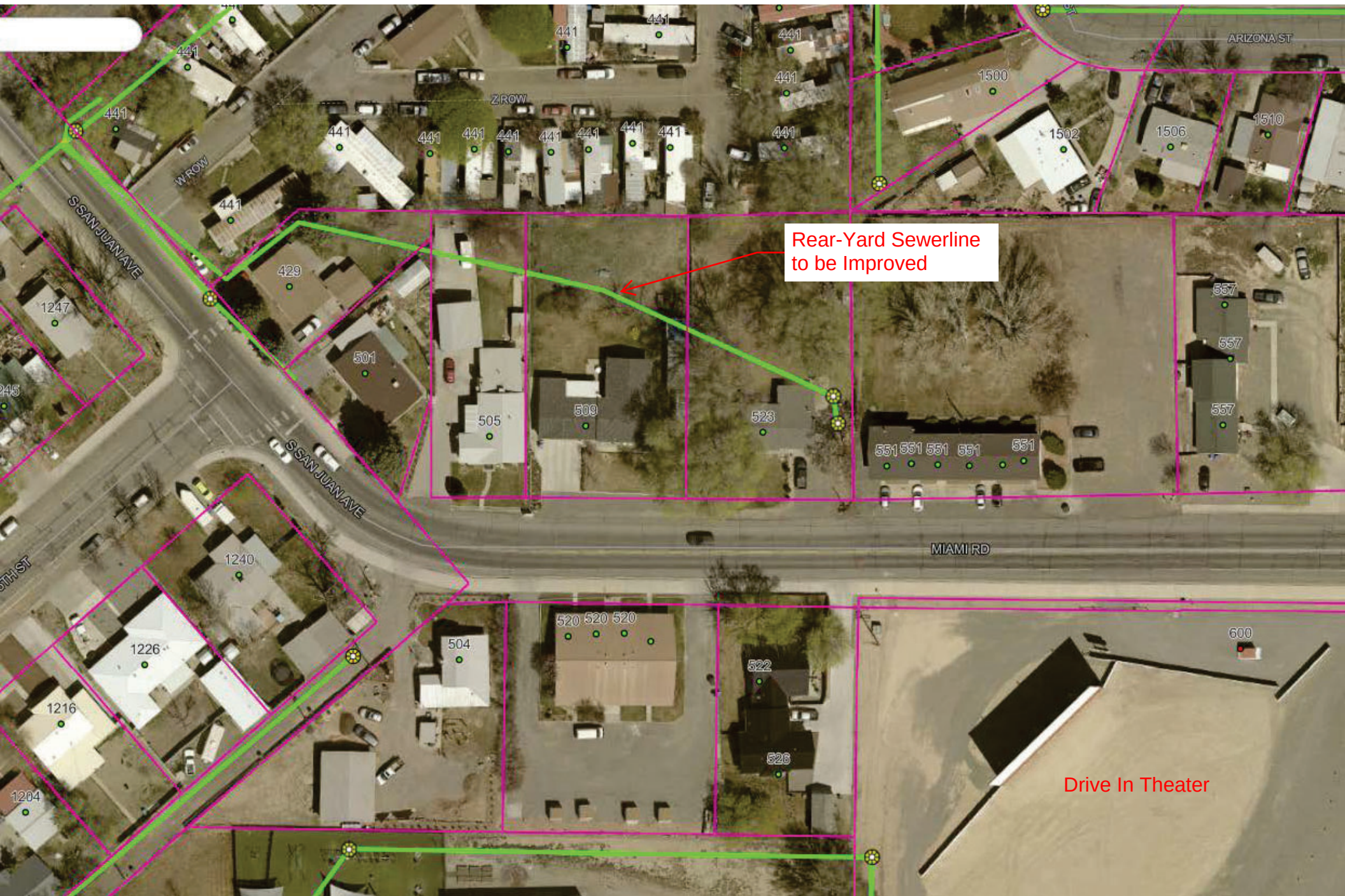


Figure 1: Existing San-Miami Rear-Yard Sewerline

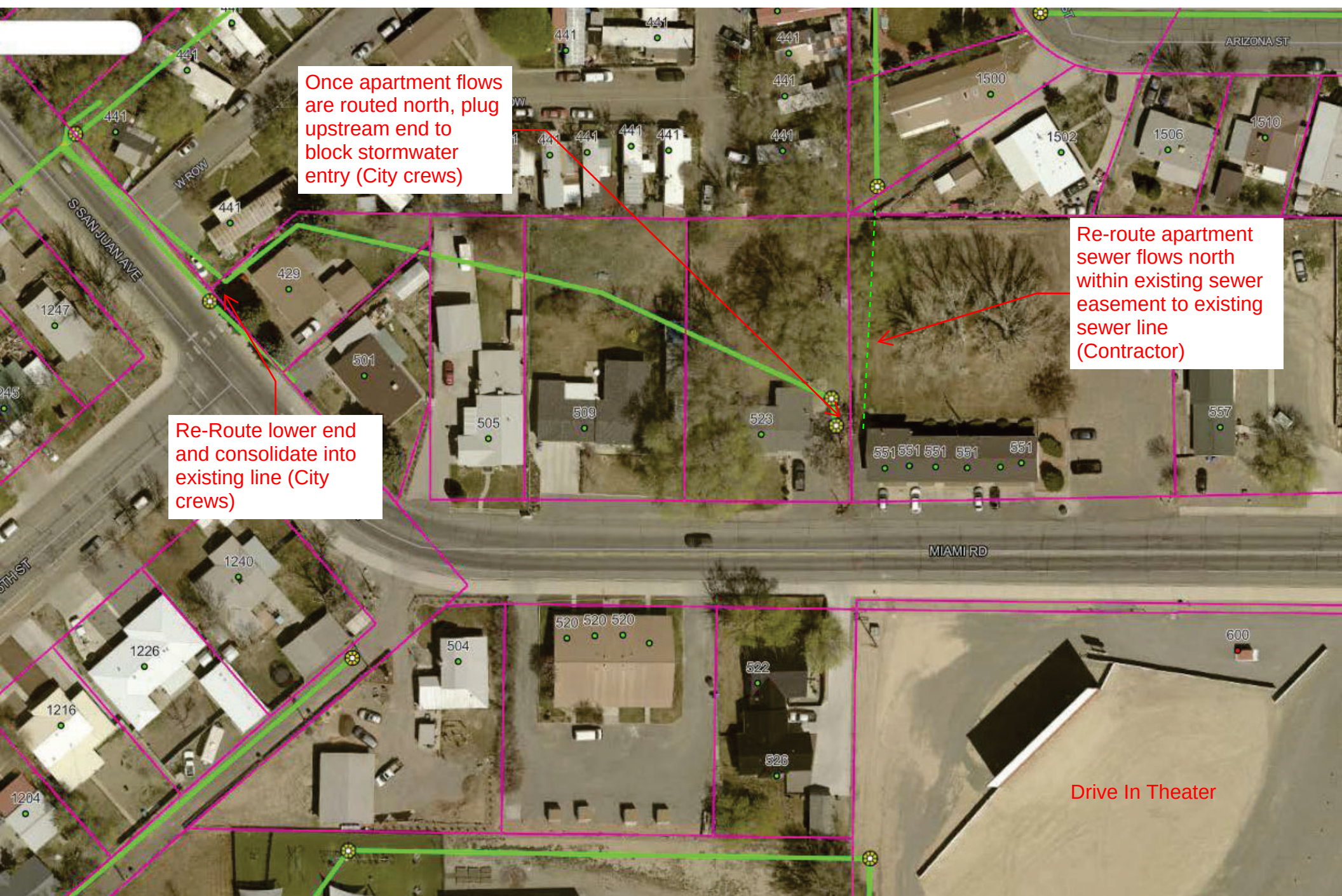


Figure 2: Revised San-Miami Sewerline Improvement Concept

CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 25, 2024
RE: 6600 Road Sidewalk Extension Design Contract Recommendation
CC: William Bell, Shani Wittenberg

Action

Consider the award of a professional services contract to Del-Mont Consultants in the amount of \$47,200.00 for completion of survey and civil design associated with the 6600 Road Sidewalk Extension Project.

Background

In cooperation with adjacent developers of a proposed multi-family affordable housing project, the City of Montrose was recently awarded a \$2,000,000 grant from the Colorado Department of Local Affairs (DOLA) through their Energy/Mineral Impact Assistance Fund *More Housing Now* Initiative.

Improvements proposed as part of this grant include the following three projects summarized below and shown on an excerpt of the City's presentation to DOLA:

- **Waterline Extension.** Following a service area modification agreement with Tri-County Water in August of 2024, the City proposes to construct a new water mainline down 6600 Road between Locust and Draft Horse Roads. This waterline will support high-density residential development and bring redundancy and improved fire protection to the area. The project is being designed in-house by City engineering staff.
- **Affordable Housing Infrastructure Support.** A portion of the *More Housing Now* funds are appropriated towards construction of public infrastructure (entry roadway and associated public utilities) for with the first phase of a proposed 120 unit affordable housing complex on the eastern side of 6600 Road.
- **Sidewalk Extension.** In order to provide improved connectivity to existing neighborhoods, the proposed housing development, Boys and Girls Club, and Bright Beginnings, a sidewalk extension down 6600 Road is proposed between the new housing areas and Main Street.

Design Team Recommendation

The proposed affordable housing project's site development and infrastructure design is being performed by Del-Mont Consultants (Montrose, CO) under contract to the project developer. In an attempt to maintain continuity between these two projects, the City requested a proposal for design of the 6600 Sidewalk Extension project from Del-Mont. This proposal came back reasonable at \$47,200 and the City has recent positive experience working with Del-Mont on multiple capital project designs. As a result, the City recommends award of the design contract to Del-Mont Consultants.

Contract Award Recommendation
6600 Road Sidewalk Extension
November 25, 2024

Project Schedule

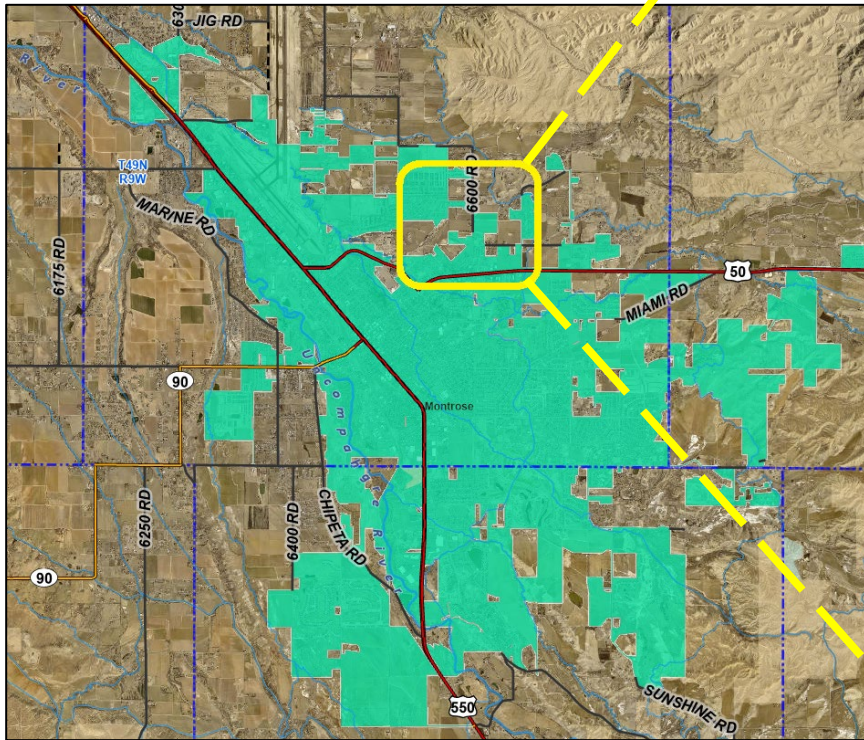
Project design is proposed to be completed in early spring and construction is scheduled for the summer of 2025. The construction project will be publicly bid and will come before council for a separate contract authorization.

Contract Administration and Project Financials

Contract administration and project management will be performed by the City of Montrose engineering department.

The 6600 Road sidewalk extension project was listed as a potential project but was not included in the 2025 budget since dependent on receipt of the DOLA *More Housing Now* grant. In order to meet target project timelines and as a match to the grant, the design will be funded directly by the City. Although this design is under the cost threshold for council approval, this is being brought forward for council consideration since an unbudgeted project.

Project Location



Project Details

Water Infrastructure

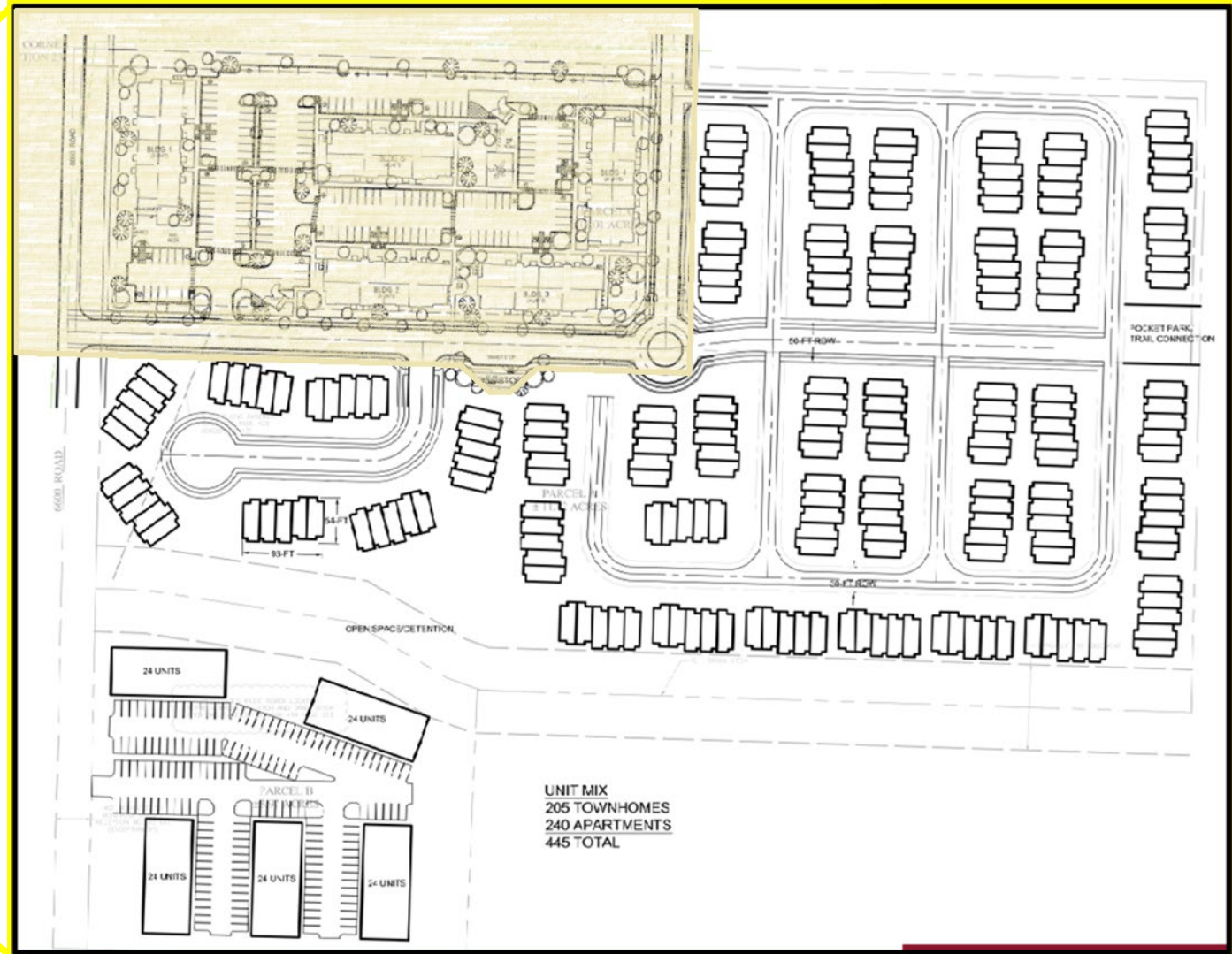
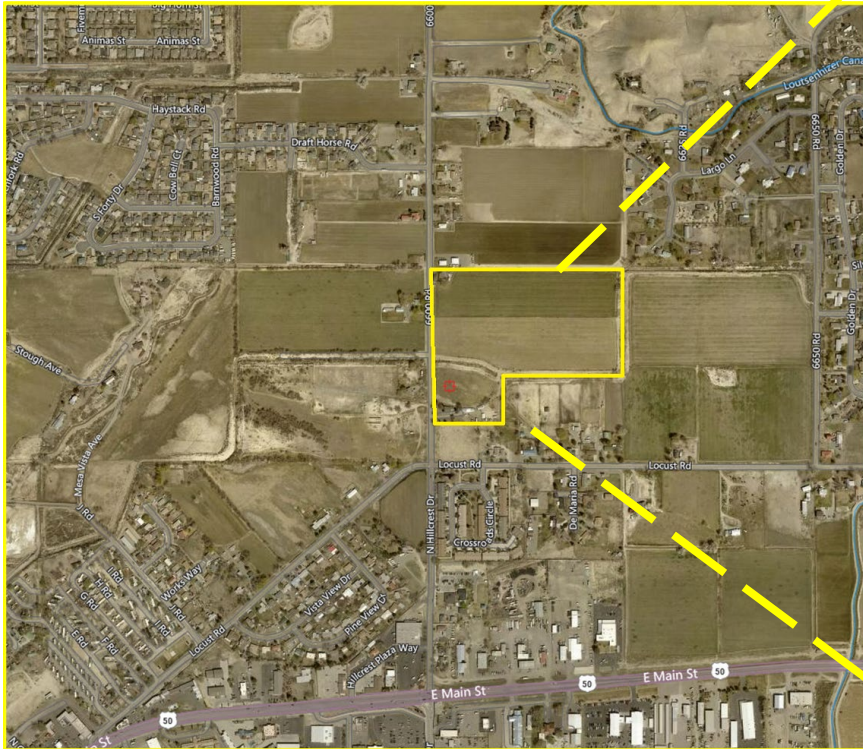
- Constructing $\pm 2,400$ feet of a new 12" water main
- Constructing an emergency firewater interconnect

Sidewalk Infrastructure

- Constructing $\pm 1,900$ linear feet of sidewalk extension



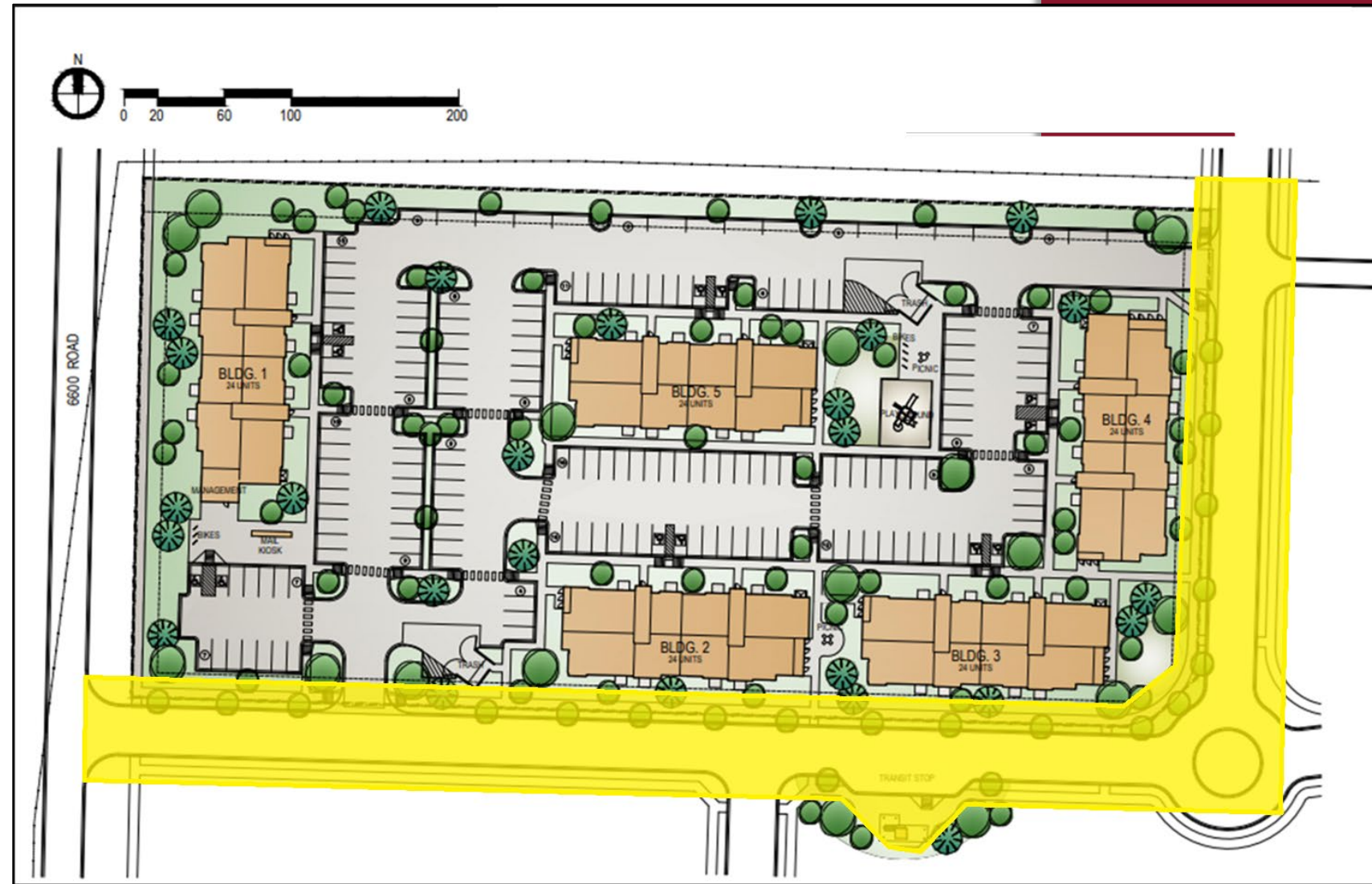
Site Plan



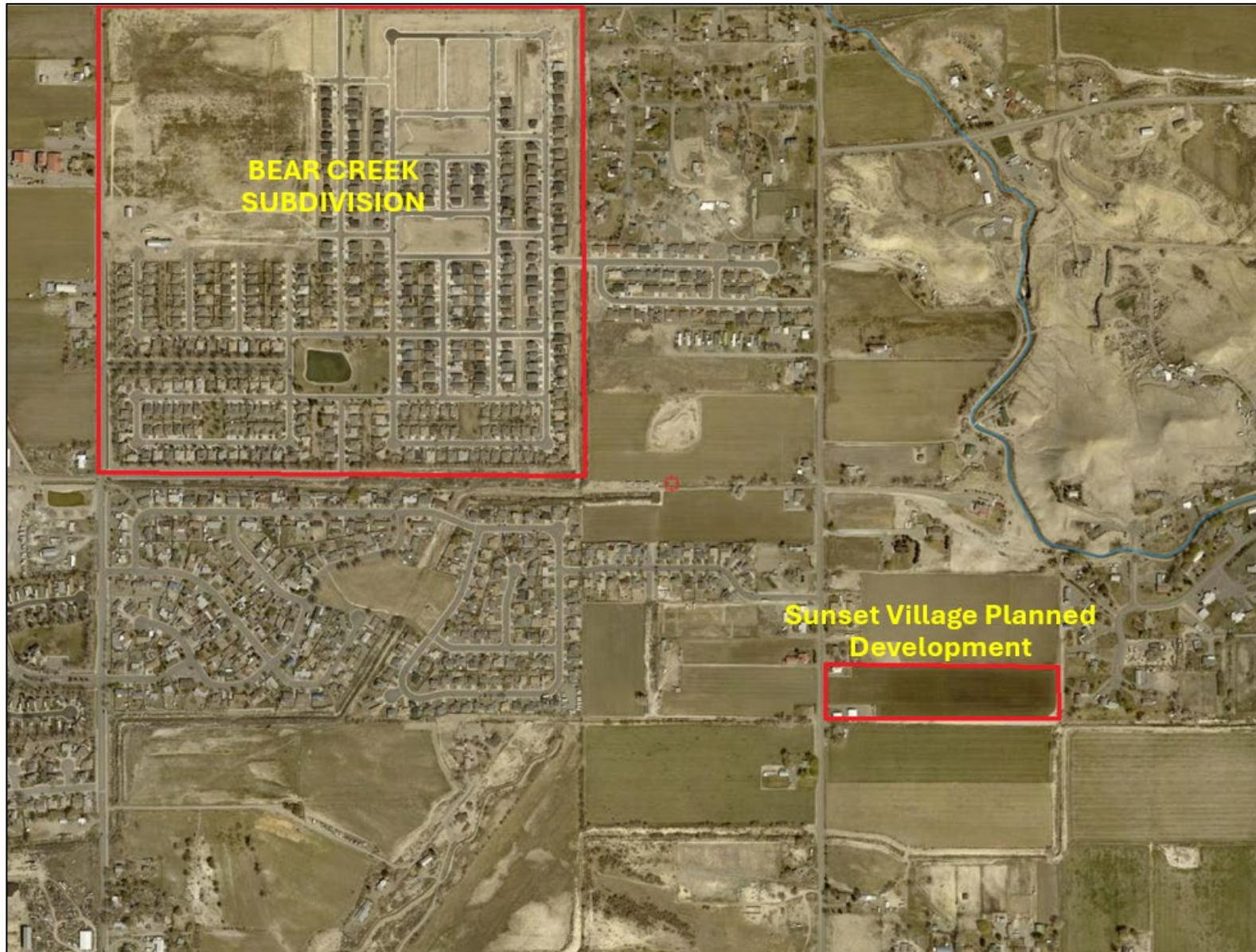
Site Plan

Public Improvements

- Interior Roadway
- Public Water Main
- Public Sewer Main
- Curb and Gutter
- Detached Sidewalk
- Transit Stop



Nearby Developments Affected



CITY OF MONTROSE SALES, USE AND EXCISE TAX COLLECTIONS															
	GF Retail Sales Tax			GF Const Use Tax			GF Use & Auto Tax			Total Collected GF Sales and Use Tax 3.0%			Sales and Use Budget		MURA TIF
Month	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Budget 2024	Budget Variance	2024
January	1,905,682	1,781,736	7.0%	37,669	30,348	24.1%	107,432	107,770	-0.3%	2,050,784	1,919,854	6.8%	1,912,512	7.2%	5,585
February	1,843,447	1,706,581	8.0%	34,964	43,433	-19.5%	122,714	105,085	16.8%	2,001,124	1,855,099	7.9%	1,845,196	8.5%	4,042
March	2,197,173	2,173,758	1.1%	37,629	27,460	37.0%	143,622	134,190	7.0%	2,378,424	2,335,408	1.8%	2,299,904	3.4%	4,898
April	1,974,461	1,841,979	7.2%	54,355	17,695	207.2%	154,857	115,977	33.5%	2,183,673	1,975,651	10.5%	1,935,255	12.8%	8,813
May	2,050,092	1,999,375	2.5%	57,729	59,846	-3.5%	144,541	164,704	-12.2%	2,252,362	2,223,925	1.3%	2,183,642	3.1%	22,793
June	2,371,247	2,390,199	-0.8%	51,545	33,455	54.1%	141,582	126,101	12.3%	2,564,374	2,549,756	0.6%	2,376,042	7.9%	35,022
July	2,285,529	2,253,957	1.4%	27,081	87,052	-68.9%	127,591	137,664	-7.3%	2,440,201	2,478,673	-1.6%	2,468,305	-1.1%	36,132
August	2,191,928	2,129,575	2.9%	70,915	37,047	91.4%	132,132	174,680	-24.4%	2,394,975	2,341,302	2.3%	2,295,871	4.3%	38,614
September	2,370,601	2,284,037	3.8%	62,634	20,653	203.3%	109,210	111,907	-2.4%	2,542,445	2,416,597	5.2%	2,361,349	7.7%	38,290
October	2,139,888	2,075,964	3.1%	56,684	14,236	298.2%	136,681	158,116	-13.6%	2,333,253	2,248,315	3.8%	2,181,981	6.9%	32,618
November															
December															
YTD Total	21,330,049	20,637,162	3.4%	491,205	371,225	32.3%	1,320,360	1,336,193	-1.2%	23,141,615	22,344,580	3.6%	21,860,057	5.9%	226,807

	PSST Retail Sales Tax			PSST Const Use Tax			PSST Use & Auto Tax			Total Collected PSST Sales and Use Tax .58%			PSST SALES and USE BUDGET		Montrose Recreation District 0.3%		
Month	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Budget 2024	Budget Variance	Current Year 2024	Prior Year 2023	% Increase/decrease
January	368,943	344,571	7.1%	7,273	5,867	24.0%	20,770	20,836	-0.3%	396,986	371,274	6.9%	359,254	10.5%	205,370	192,039	6.9%
February	356,549	330,129	8.0%	7,064	8,397	-15.9%	23,725	20,316	16.8%	387,338	358,842	7.9%	346,845	11.7%	200,512	185,611	8.0%
March	426,040	420,753	1.3%	9,064	15,169	-40.2%	27,767	25,943	7.0%	462,871	461,865	0.2%	445,767	3.8%	239,299	238,895	0.2%
April	382,301	356,184	7.3%	16,043	27,584	-41.8%	29,939	22,422	33.5%	428,283	406,190	5.4%	389,569	9.9%	221,783	210,097	5.6%
May	399,593	386,374	3.4%	16,623	33,199	-49.9%	27,945	31,843	-12.2%	444,161	451,416	-1.6%	431,707	2.9%	229,960	233,767	-1.6%
June	464,318	462,432	0.4%	12,552	42,300	-70.3%	27,372	24,380	12.3%	504,242	529,112	-4.7%	506,789	-0.5%	261,171	273,705	-4.6%
July	448,187	435,665	2.9%	5,236	16,830	-68.9%	24,668	26,615	-7.3%	478,091	479,110	-0.2%	462,260	3.4%	247,269	247,817	-0.2%
August	429,674	411,587	4.4%	33,419	9,607	247.9%	25,545	33,771	-24.4%	488,638	454,965	7.4%	439,649	11.1%	253,099	235,329	7.6%
September	463,890	444,746	4.3%	12,109	51,746	-76.6%	21,114	21,635	-2.4%	497,113	518,127	-4.1%	492,927	0.8%	257,543	267,997	-3.9%
October	418,577	400,818	4.4%	9,773	3,028	222.8%	26,425	30,569	-13.6%	454,775	434,415	4.7%	420,901	8.0%	236,028	224,705	5.0%
November																	
December																	
YTD Total	4,158,072	3,993,259	4.1%	129,156	213,727	-39.6%	255,270	258,331	-1.2%	4,542,498	4,465,317	1.7%	4,295,668	5.7%	2,352,034	2,309,962	1.8%

	Hotel Excise Tax .90%			Restaurant Excise Tax .80%			Total Collected Hotel & Restaurant Tax			Hotel & Restaurant Budget		Retail Enhancement Program			MURA TIF
Month	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Budget 2024	Budget Variance	Current Year 2024	Prior Year 2023	% Increase/decrease	Hotel and Restaurant 2024
January	8,742	6,544	33.6%	49,121	48,068	2.2%	57,863	54,612	6.0%	52,153	10.9%	50,401	45,984	9.6%	548.40
February	9,744	8,878	9.8%	47,369	46,294	2.3%	57,113	55,172	3.5%	52,522	8.7%	48,068	44,747	7.4%	561.30
March	12,244	11,162	9.7%	54,984	54,783	0.4%	67,227	65,945	1.9%	62,772	7.1%	58,145	57,475	1.2%	604.28
April	11,354	10,141	12.0%	53,487	49,063	9.0%	64,841	59,204	9.5%	56,542	14.7%	51,433	48,805	5.4%	1,096.53
May	15,843	15,888	-0.3%	58,080	55,199	5.2%	73,923	71,087	4.0%	67,288	9.9%	53,597	52,243	2.6%	4,379.11
June	22,270	32,256	-31.0%	61,144	61,562	-0.7%	83,414	93,818	-11.1%	87,972	-5.2%	63,256	61,538	2.8%	6,696.05
July	26,108	27,054	-3.5%	63,736	63,144	0.9%	89,843	90,198	-0.4%	85,027	5.7%	60,789	58,909	3.2%	7,484.06
August	23,548	24,169	-2.6%	60,478	60,761	-0.5%	84,026	84,930	-1.1%	80,463	4.4%	58,440	56,366	3.7%	7,762.26
September	25,176	26,507	-5.0%	62,978	57,684	9.2%	88,154	84,191	4.7%	78,963	11.6%	61,478	61,031	0.7%	8,087.36
October	15,962	21,280	-25.0%	56,973	56,174	1.4%	72,935	77,454	-5.8%	73,251	-0.4%	55,915	54,195	3.2%	6,776.70
November															
December															
YTD	170,989	183,879	-7.0%	568,350	552,732	2.8%	739,339	736,611	0.4%	696,953	6.1%	561,521	541,293	3.7%	43,996.05

