CITY COUNCIL WORK SESSION
Monday, October 6, 2025 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be viewed online via livestream and video recordings of the meetings can be viewed on our YouTube page.

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) DISCUSSION ITEMS

A) Brown Center Lease Agreements (15 minutes)
Staff: Community Development Director Jace Hochwalt

B) Haynes Addition Annexation (15 minutes)
Staff: Senior Planner William Reis

C) 2026 City Council Meeting Calendar (10 minutes)
Staff: City Clerk Lisa DelPiccolo

2) GENERAL CITY COUNCIL DISCUSSION

3) STAFF COMMENTS

**Please note that the times listed are estimates only. Actual times may vary depending upon discussion and public comment received.*

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: October 6, 2025
RE: Lease Agreement Approvals for the Brown Center
ATTACHMENTS

- Exhibit A: Tuxedo Corn Company, LLC Lease Agreement
- Exhibit B: Montrose Lighthouse, Inc. Lease Agreement

City Council Consideration:
City Council is considering approval of two separate leases at the Brown Center, located at 3325 N. Townsend Avenue, for Tuxedo Corn Company, LLC, and Montrose Lighthouse, Inc.

Project Overview:
The Brown Center is a City-owned residential facility located at 3325 N. Townsend Avenue. It can accommodate approximately 30 residents in a communal-style setting, featuring multiple bunk rooms, a community kitchen, and shared restrooms. In 2018, Tuxedo Corn began leasing the facility from the City to provide dormitory housing for seasonal agricultural workers under H-2A Temporary Agricultural Visas. Although their lease covered the entire year, Tuxedo Corn occupied the building only during the growing season, from May through October. Recognizing the need for an unhoused night-shelter during the colder months, Lighthouse reached an agreement with both Tuxedo Corn and the City to sublease the property from November through April.

This sublease arrangement has been in place for several years. With the original lease expiring and a renewal needed, City staff consulted with both Tuxedo Corn and Lighthouse to explore the possibility of establishing separate six-month leases directly through the City, with each organization occupying the building for half of the year. Both organizations were supportive of this approach, and the leases have now been split accordingly to reflect this arrangement.

Recommendation:
City staff recommends approval of the two separate leases at the Brown Center, located at 3325 N. Townsend Avenue, for Tuxedo Corn Company, LLC, and Montrose Lighthouse, Inc as presented.

COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease" or "Agreement") is made and effective this _____ day of _____, 2025, by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, with a principal address of 400 East Main Street, Montrose, CO 81401 ("Lessor") and the Tuxedo Corn Company, LLC, a Colorado Limited Liability Company, with a primary address of 5609 Amber Road, Olathe, CO 81425 ("Lessee"); the aforementioned entities may sometimes be collectively referred to as the ("Parties").

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

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

Commencement Date:	November 1, 2025
Term of Lease:	Ending on October 31, 2030
Months of Occupancy:	May 1 – October 31
Base Rent:	$10/month
Additional Rent:	Taxes, if any
	Insurance
	Utilities
	Premises Maintenance
	Security System Monitoring and Maintenance, if any
Permitted Use of Premises:	Migrant worker housing
Advance rent:	$0.00
Security Deposit:	$0.00

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

If Lessor is unable to secure funding for the repair, Lessee may opt to repair/maintain such items at its sole expense or may terminate its tenancy and vacate within 15 days. Lessee shall keep the Premises free of ice and snow and debris. Lessor reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to time. In the exercise of those rights, Lessor shall minimize any interference with Lessee's use of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Lessee shall be responsible also at its sole expense for landscaping maintenance.

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

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

17. INSURANCE.

17.1. Liability Insurance.

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

17.2. Insurance Policies.

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

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

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

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

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

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

17.3. Waiver of Subrogation.

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

17.4. Indemnity.

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

17.5. Hazardous Substances.

(a) Restrictions on Use. For purposes of this Lease, the term "Hazardous Substance" means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" which, as of the Commencement

Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and similar compounds. Lessee shall not cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises by Lessee in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Lessee may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

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

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

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

(e) Investigation and Remediations. Lessor shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Lessee's occupancy of the Premises. Lessee shall cooperate reasonably in any such activities at the request of Lessor (but at no cost to Lessee), including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Lessor has

disclosed to Lessee in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Lessor agrees to provide Lessee with copies of any environmental reports performed by Lessor or in Lessor's possession, custody or control with respect to the Premises.

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

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

23. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease and fails to make corrections in the time permitted under this Lease:

a. Lessor may terminate the Lease on giving 10 days' written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

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

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

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

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

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

e. If and whenever: Lessee's leasehold interest hereunder, or any goods, chattels or equipment of Lessee located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Lessee or Lessee will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Lessee; or Lessee fails to commence, diligently pursue and complete Lessee's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit

or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Lessor, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Lessor, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Lessor may without notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

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

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

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

If to Lessor to:

City of Montrose
Attn: Community Development Director
400 East Main Street
P.O. Box 790
Montrose, Colorado 81402-0790

Or

City of Montrose
City Attorney
400 East Main Street
P.O. Box 790
Montrose, CO 81402-0790

If to Lessee to:

John Harold
P.O. Box 508

Olathe, CO 81425

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

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

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

a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

b. All sums payable by Lessee to Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Lessor as rental arrears.

c. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises.

d. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

e. This Agreement may be executed in counterparts.

f. Time will be of the essence of this Agreement.

g. This Lease will constitute the entire agreement between Lessor and Lessee. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of Lessor not expressed in this Lease are to be implied.

h. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

i. Nothing herein shall represent a multi-year fiscal obligation to the City, and any expenditures of money by the City in accordance with this Lease shall be subject to the annual appropriation of funds. Either party may terminate this agreement within 120 days written notice.

j. There shall be no third-party beneficiaries to this Lease with rights of enforcement. This Lease may only be enforced by the Lessor and the Lessee.

k. No key copies may be made by Lessee or at its direction without the express written consent of Lessor. All keys shall be obtained from Lessor, and all keys shall be returned to Lessor upon the end of the tenancy. Lessee acknowledges that copies of all keys will be retained by Lessor and Lessee agrees that the locks shall not be changed or new locks installed by Lessee, unless at Lessor’s request.

l. Lessee is aware that during the months Lessee does not occupy the Premises, the Premises is leased by another entity. Should Lessee occupy the for any time beyond the Months of Occupancy, Lessee shall be liable for any damages incurred by Lessor as a result of their extended occupancy. Lessee shall work in good faith with the entity occupying the premises in months Lessee is not occupying the Premises to arrange a smooth transition of use at the end of April and October.

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

LESSOR: CITY OF MONTROSE

_____
David Frank, Mayor

LESSEE: TUXEDO CORN COMPANY, LLC

_____
John Harold, _____
Title

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by David Frank, Mayor for CITY OF MONTROSE.

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 ____ day of _____, 2025, by John Harold, for TUXEDO CORN COMPANY LLC.

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

(SEAL)

_____
Notary

EXHIBIT A
Boundary of leased premises

COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease" or "Agreement") is made and effective this _____ day of _____, 2025, by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, with a principal address of 433 South First Street, Montrose, CO 81401 ("Lessor") and the Montrose Lighthouse, Inc, a Colorado Nonprofit Company, with a primary address of 505 S. 2nd Street, Montrose, CO 81401 ("Lessee"); the aforementioned entities may sometimes be collectively referred to as the ("Parties").

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

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

Commencement Date:	November 1, 2025
Term of Lease:	Ending on October 31, 2030
Months of Occupancy:	November 1 – April 30
Base Rent:	$10/month
Additional Rent:	Taxes, if any Insurance Utilities Premises Maintenance Security System Monitoring and Maintenance, if any
Permitted Use of Premises:	Emergency Night Shelter with hours of operation from 5:00 PM to 8:00 AM.
Advance rent:	$0.00
Security Deposit:	$0.00

2. DESCRIPTION OF PREMISES. Lessor leases to Lessee the property commonly known as the Brown Center, 3325 North Townsend Avenue, Montrose, Colorado, County of Montrose, State of Colorado and as further described on Exhibit A attached hereto (hereinafter referred to as, the "Premises").
3. RENT. The monthly rent shall be $10.00. This shall be construed always as a monthly tenancy.
4. SECURITY DEPOSIT. A security deposit in the amount of $0.00 is held by Lessor.
5. FURNITURE. All furniture, appliances, and appurtenances on the Premises are the property of Lessor and shall remain on the Premises at termination of the Lease.
6. USE OF PREMISES. The Premises are to be used for the purpose set forth in Section 1 above. It shall be the burden of Lessee to ensure that it may lawfully conduct its intended business on the Premises with any local or governmental authority. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. Lessee covenants that Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, or municipal authority and will not do anything on or in the Premises in contravention of any of them. Lessee's staff may be on premises outside of the hours of operation, but all guests of Lessee may not be on the premises outside of the hours of operation.
7. RESTRICTIONS ON USE. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance. Lessee shall not allow habitation on the premises other than inside the dormitory building.
8. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.
9. REPAIRS AND MAINTENANCE. Lessee shall be responsible for maintaining/repairing the Premises in at its expense with the exception of the following: Lessor shall maintain/repair major plumbing issues, major HVAC issues, and major roofing/interior and exterior

walls/foundation if Lessor has the resources to do so and is on notice of the necessity or repair. If Lessor is unable to secure funding for the repair, Lessee may opt to repair/maintain such items at its sole expense or may terminate its tenancy and vacate within 15 days. Lessee shall keep the Premises free of ice and snow and debris. Lessor reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to time. In the exercise of those rights, Lessor shall minimize any interference with Lessee's use of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Lessee shall be responsible also at its sole expense for landscaping maintenance.

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

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

17. INSURANCE.

17.1. Liability Insurance.

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

17.2. Insurance Policies.

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

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

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

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

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

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

17.3. Waiver of Subrogation.

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

17.4. Indemnity.

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

17.5. Hazardous Substances.

(a) Restrictions on Use. For purposes of this Lease, the term "Hazardous Substance" means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" which, as of the Commencement

Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and similar compounds. Lessee shall not cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises by Lessee in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Lessee may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

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

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

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

(e) Investigation and Remediations. Lessor shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Lessee's occupancy of the Premises. Lessee shall cooperate reasonably in any such activities at the request of Lessor (but at no cost to Lessee), including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Lessor has

disclosed to Lessee in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Lessor agrees to provide Lessee with copies of any environmental reports performed by Lessor or in Lessor's possession, custody or control with respect to the Premises.

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

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

23. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease and fails to make corrections in the time permitted under this Lease:

a. Lessor may terminate the Lease on giving 10 days' written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

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

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

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

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

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

e. If and whenever: Lessee's leasehold interest hereunder, or any goods, chattels or equipment of Lessee located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Lessee or Lessee will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Lessee; or Lessee fails to commence, diligently pursue and complete Lessee's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit

or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Lessor, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Lessor, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Lessor may without notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

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

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

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

If to Lessor to:

City of Montrose
Attn: Community Development Director
400 East Main Street
P.O. Box 790
Montrose, Colorado 81402-0790

Or

City of Montrose
City Attorney
400 East Main Street
P.O. Box 790
Montrose, CO 81402-0790

If to Lessee to:

Sylva Hamilton
505 S. 2nd St.

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

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

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

a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

b. All sums payable by Lessee to Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Lessor as rental arrears.

c. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises.

d. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

e. This Agreement may be executed in counterparts.

f. Time will be of the essence of this Agreement.

g. This Lease will constitute the entire agreement between Lessor and Lessee. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of Lessor not expressed in this Lease are to be implied.

h. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

i. Nothing herein shall represent a multi-year fiscal obligation to the City, and any expenditures of money by the City in accordance with this Lease shall be subject to the annual appropriation of funds. Either party may terminate this agreement within 120 days written notice.

j. There shall be no third-party beneficiaries to this Lease with rights of enforcement. This Lease may only be enforced by the Lessor and the Lessee.

k. No key copies may be made by Lessee or at its direction without the express written consent of Lessor. All keys shall be obtained from Lessor, and all keys shall be returned to Lessor upon the end of the tenancy. Lessee acknowledges that copies of all keys will be retained by Lessor and Lessee agrees that the locks shall not be changed or new locks installed by Lessee, unless at Lessor’s request.

l. Lessee is aware that during the months Lessee does not occupy the Premises, the Premises is leased by another entity. Should Lessee occupy the for any time beyond the Months of Occupancy, Lessee shall be liable for any damages incurred by Lessor as a result of their extended occupancy. Lessee shall work in good faith with the entity occupying the premises in months Lessee is not occupying the Premises to arrange a smooth transition of use at the end of April and October.

m. Lessee shall provide Lessor with data on nightly occupancy rates of the emergency shelter on a monthly basis. Lessee may fulfil this requirement on a more frequent basis of that suits its business operations.

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

LESSOR: CITY OF MONTROSE LESSEE: MONTROSE LIGHTHOUSE, INC

_____ _____

David Frank, Mayor Sylva Hamilton, _____
Title

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by David Frank, Mayor for CITY OF MONTROSE.

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 ____ day of _____, 2025, by Sylva Hamilton, _____.

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

(SEAL)

_____
Notary

EXHIBIT A
Boundary of leased premises

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Senior Planner
DATE: October 6, 2025
RE: Haynes Addition Annexation
ATTACHMENTS:

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

City Council Consideration:
City Council is considering the Haynes Addition annexation application and the associated zoning. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

October 6:	Council Work Session Overview
October 21:	Council Resolution to set a hearing date
October 22:	Planning Commission zoning hearing
December 2:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
January 6:	2nd reading of annexation and zoning ordinances

Application Background:
The Haynes Addition is a proposed annexation approximately 0.59 acres in size. The annexation consists of a portion of property located at 12736 6450 Rd, as a result of a boundary line adjustment with a neighboring property, as well as a portion of right-of-way. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and City of Montrose Water Service Area. An Annexation Agreement is required.

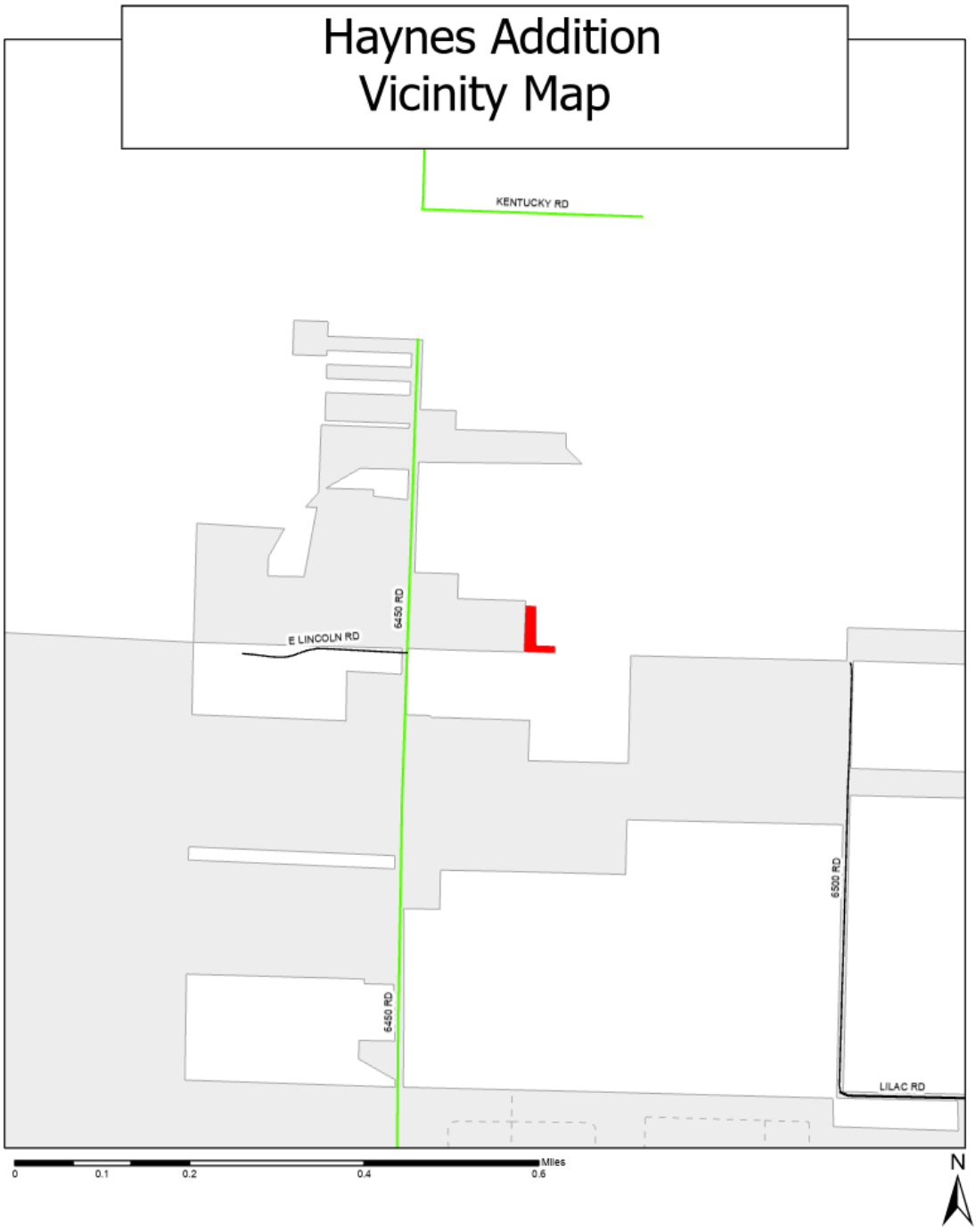
Proposed Zoning: "R-6" Medium Density/Manufactured Housing District

Applicant: Brian Haynes

Staff Analysis:

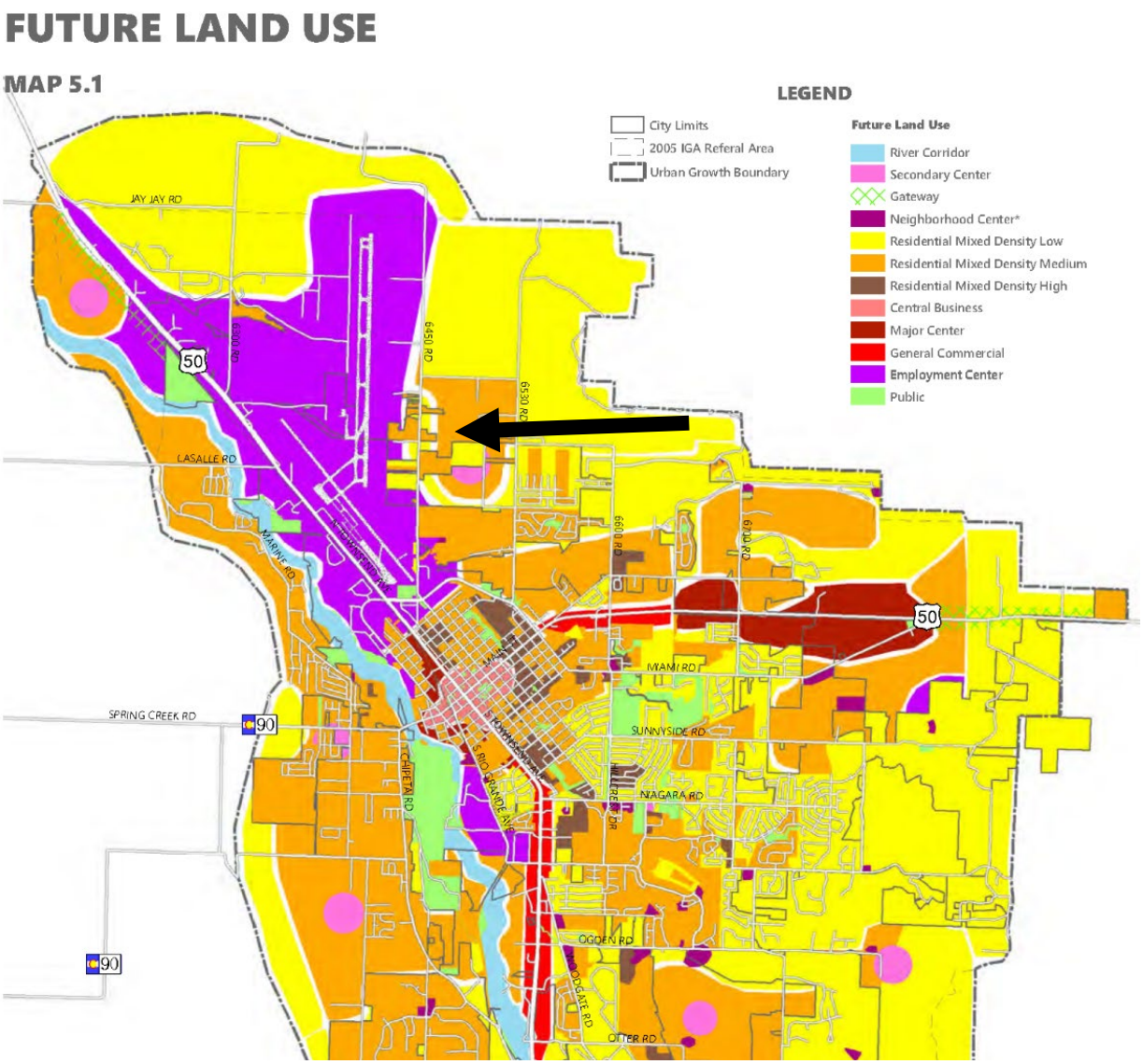
1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
    a. Municipal Code, Section, 11-7-12 (B), Zoning of Additions. “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:
        i. The amendment is not averse to the public health, safety and welfare; and
        ii. 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.”
    b. Municipal Code, Section 11-7-5: 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.
    c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “R-6” Medium Density/Manufactured Housing District and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Haynes Addition as Residential Mixed Density Medium. The Residential Mixed Density Medium District provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed.
5. The property is located within Growth Area 2. According to the Comprehensive Plan, Growth Area 2 has some level of, or moderate proximity to, existing infrastructure.
6. The “R-6” zoning does not appear to be averse to the public health, safety and welfare.

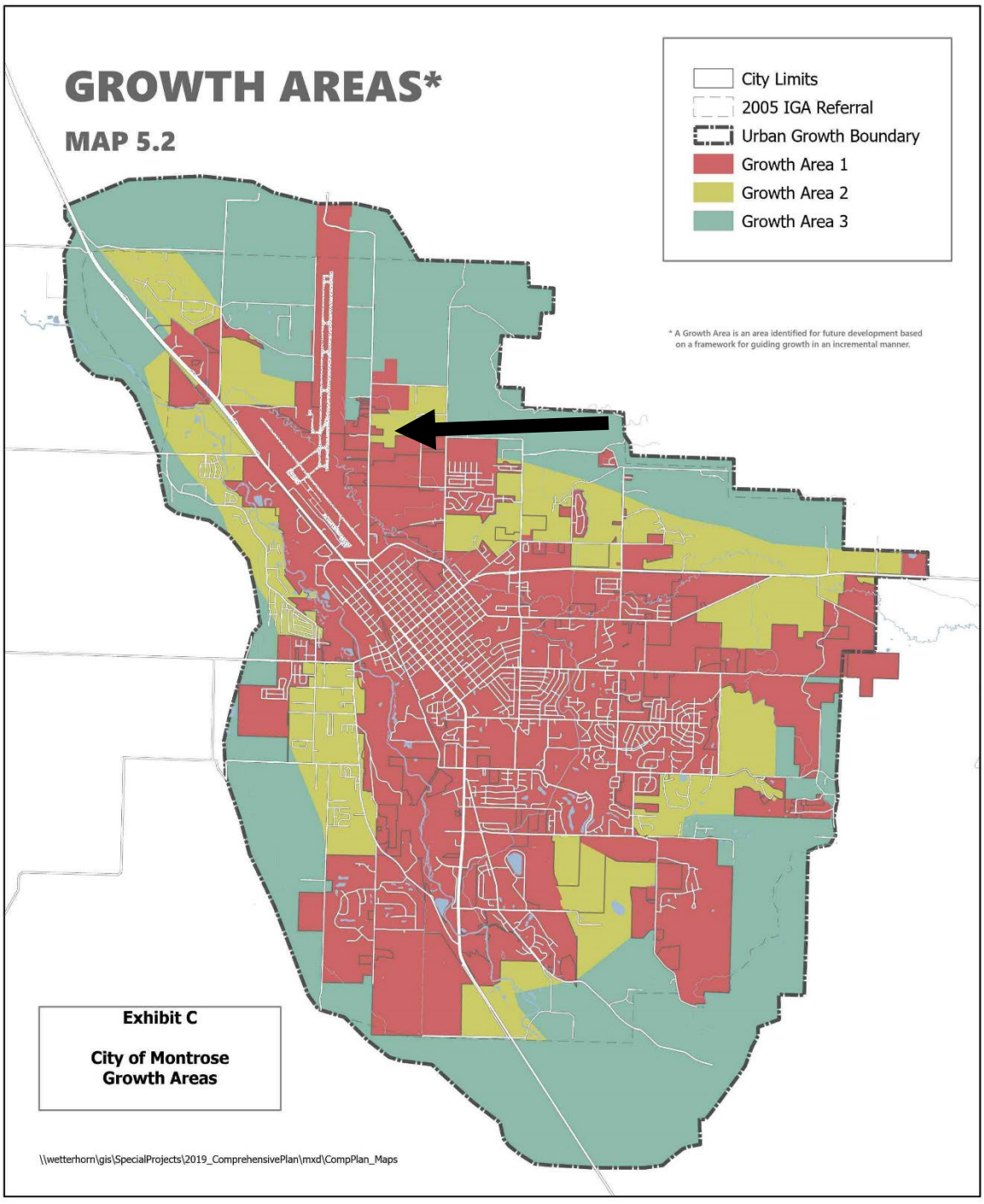
EXHIBIT A: Maps



Haynes Addition
Proposed Zoning: "R-6" Medium Density/
Manufactured Housing District
MHR
MHR
MHR
6450 RD
R-6
E LINCOLN RD
R-6
RL
RL
R-6
RL
Maxar, Microsoft
0
0.05
0.1
0.19
0.29
Miles
N

Comprehensive Plan Future Land Use Map

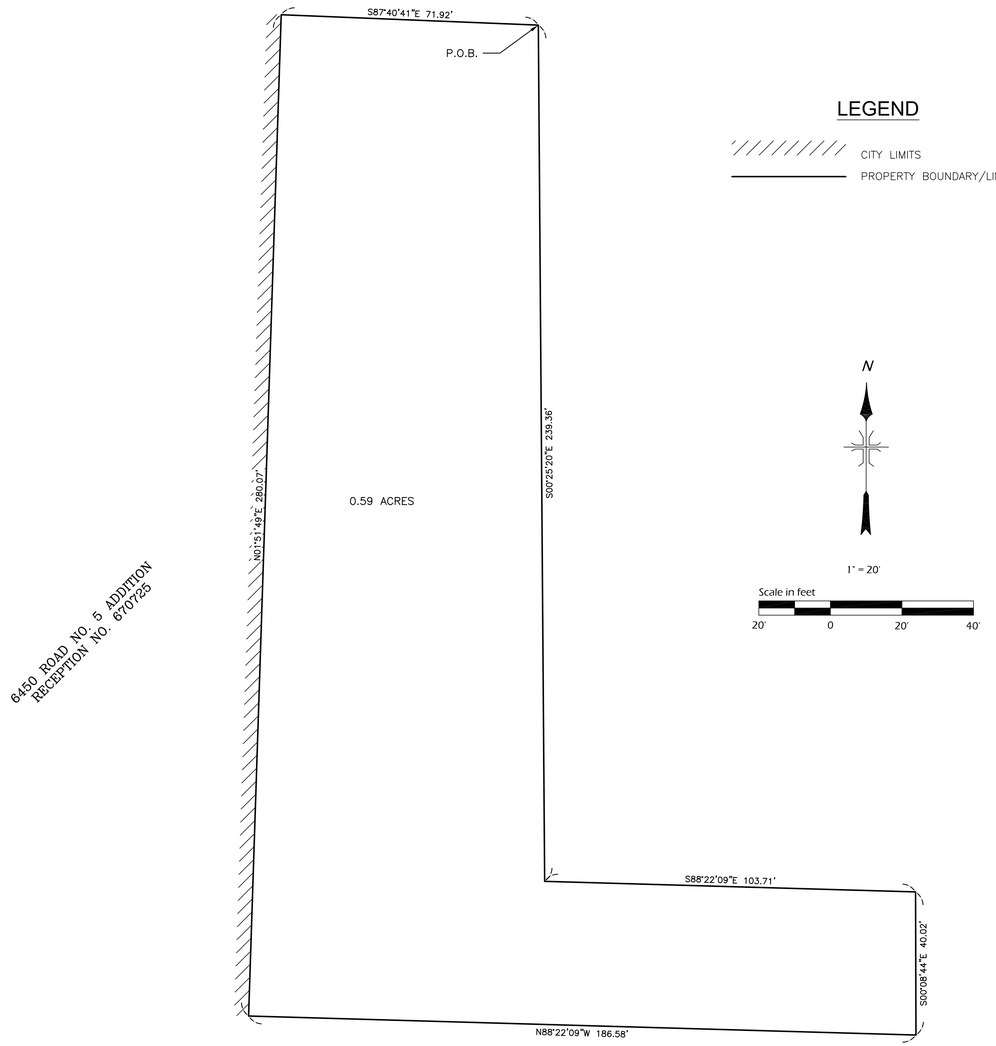



GROWTH AREAS*
MAP 5.2
City Limits
2005 IGA Referral
Urban Growth Boundary
Growth Area 1
Growth Area 2
Growth Area 3
* A Growth Area is an area identified for future development based on a framework for guiding growth in an incremental manner.
Exhibit C
City of Montrose
Growth Areas
\\wetterhorn\gis\SpecialProjects\2019_ComprehensivePlan\mxd\CompPlan_Maps

HAYNES ADDITION

SITUATED IN NW1/4SE1/4 SECTION 16, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
COUNTY OF MONTROSE, STATE OF COLORADO

VICINITY MAP
N.T.S.



LEGEND

CITY LIMITS

PROPERTY BOUNDARY/LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 921.66'
PERIMETER CONTIGUOUS TO CITY LIMITS = 280.07'

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

PROPERTY DESCRIPTION

A TRACT OF LAND SITUATED IN THE NW¼SE¼ SECTION 18, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2R ROBERT & BARBARA HAYNES REPLAT RECORDED AT RECEPTION NO._____, MONTROSE COUNTY RECORDS; THENCE SOUTH 00°25'20" EAST, 239.36 FEET ALONG THE EAST LINE OF SAID LOT 2R TO THE SOUTHEAST CORNER OF SAID LOT 2R AND A POINT OF THE NORTH LINE OF THE LINCOLN ROAD ROW RECORDED AT RECEPTION NO. 908645, MONTROSE COUNTY RECORDS; THENCE SOUTH 88°22'09" EAST, 103.71 FEET ALONG NORTH LINE OF SAID LINCOLN ROAD ROW; THENCE SOUTH 00°08'44" EAST, 40.02 FEET ALONG THE EAST LINE OF SAID LINCOLN ROAD ROW; THENCE NORTH 88°22''09" WEST, 186.58 FEET ALONG THE SOUTH LINE OF SAID LINCOLN ROAD ROW TO THE EAST LINE OF 6450 ROAD NO. 5 ADDITION RECEPTION NO. 670725, THENCE ALONG SAID EAST LINE NORTH 01°51'49" EAST, 280.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2R; THENCE SOUTH 87°40'41" EAST, 71.92 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my responsible charge and that this plat accurately reflects said survey.

FOR REVIEW

Frederick A. Ballard, PLS37690

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____day of_____, 2025, annexed the property hereon to the City of Montrose.

_____
Mayor

Attest:_____
City Clerk

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County at _____,m. on the_____ day of _____, 2025 under Reception No. _____.

_____, by _____
Clerk and Recorder Deputy

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

DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING
125 Colorado Ave, ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.delmont.com ▼ service@delmont.com

FIELD BOOK:	DRAWN BY: ELB	DATE: 2-27-2025	TITLE: HAYNES ADDITION
SHEET: 1 of 1	FILE: 25010V_ANNEX	JOB NO.: 25010	CLIENT: HAYNES PROPERTIES LLC
			ADDRESS & PHONE: 12696 6450 ROAD MONTROSE, CO 81401
			TYPE: ANNEX

EXHIBIT B: Zoning Code Excerpt

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 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.

(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 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*. 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 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) The City Manager or his designee may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a 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.

(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 subject to conditions appropriate to ensure compliance with this Subsection.

(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 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.

(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 30 days of the decision being appealed.

(b) The City Council shall consider he appeal at a public hearing held within 30 days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least 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
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.										C
Short-term rentals	P	P	P	P	P	P	P	P	P	P
Assisted living facilities					C	C	C		C	C
Childcare facilities	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	C	C	C	C	P	P	P	C	C	P
Schools	C	C	C	C	C	C	C	C	C	C
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P		P	P	P	P	P
Duplex					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
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 housing				[1]				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile home parks (See Sec. 11-13)										P
Modular housing								P	P	P
Multi-family dwelling					C	P	P		C	
Single-family dwelling	P	P	P	P	P	P	P	P	P	P
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

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
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

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

(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
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
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).								C	
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a)All fuel storage, except propane, shall be located underground. (b)All fuel pumps, lubrication and service facilities shall be located at			P	P	P	P	C		

least 20 feet from any street right-of-way line.									
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			
Offices 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								
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								
Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve				C	C	C			

limited manufacturing of the products supplied									
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			
Above ground storage facilities for hazardous fuels						P			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						P			P
Feed storage and sales establishments						P			P
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
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			

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 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			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
Golf courses		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facilities		P							
Duplex	P		P	P	P	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
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
Multifamily dwelling	C	C	P	P	P	P	P	P	P
Single-family dwelling	P	C	P	P	P	P	P	P	P
Supportive housing	C					C		C	
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
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
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

(Ord. No. 2626 , § 3(exh. A), 5-16-2023)

CITY OF MONTROSE

CITY CLERK

MEMO

DATE: October 1, 2025
TO: City Council
FROM: Lisa DelPiccolo, City Clerk
RE: 2026 City Council Meeting Schedule

Listed below are calendar items for discussion at the October 7, 2025, work session. It is important to note that any changes to the regular meeting schedule require City Council action. Work sessions can be scheduled as City Council desires.

Work Sessions

For Monday holidays that conflict with City Council work sessions, protocol has been to schedule the work session at 10 a.m. on the Tuesday of the regular meeting. The holiday conflicts for 2026 work sessions are listed below:

- January 19 - Martin Luther King Jr. Day
- February 16 - Presidents' Day

If City Council would like to continue with the current protocol, these work sessions will be rescheduled for January 20 and February 17, respectively.

Regular Meetings

Election Day for the 2026 Municipal Election falls on Tuesday, April 7, which coincides with a regular City Council meeting. In past election years, these meetings have been rescheduled.

Traditionally, a candidate information session is held at 5 p.m. on the day of the first City Council meeting in February. This session has been conducted in a conversational format with the discussion led by the Mayor and City Council. Names are also drawn for ballot position.

The 2026 CML Annual Conference is scheduled for June 23-26 which falls outside of the regular meeting schedule.

2026 City Council Meeting Calendar

City Holiday | City Council Meeting | City Council Work Session

Election Day | CML Annual Conference

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		