



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, October 21, 2025 - 6:00 PM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

The Montrose City Council is pleased to have residents of the community take time to attend City Council meetings. We encourage your attendance and participation. Individuals wishing to be heard during public hearing proceedings are encouraged to be prepared and will generally be limited to three minutes to allow everyone the opportunity to be heard. Additional written comments are welcome and will be received at any time. The 11:00 p.m. rule will be enforced in accordance with City of Montrose Regulations (Sec. 7-15-2).

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) City Council meeting called to order by Mayor Dave Frank
- 2) The Pledge of Allegiance
- 3) Roll call by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) You Make a Difference Award Presentation
- 6) Bullying Prevention Month Proclamation



7) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

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

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

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

8) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the October 6, 2025 special City Council meeting and the October 7, 2025, regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

Action: Consider making a motion to approve the minutes of the October 6, 2025 special City Council meeting and the October 7, 2025, regular City Council meeting as presented.

9) BROWN CENTER LEASE AGREEMENT (10 minutes)

City Council consideration of a Colorado Commercial Lease Agreement between the City of Montrose and Tuxedo Corn Company, LLC, the building commonly known as the Brown Center at 3325 North Townsend Avenue. *Staff: Community Development Director Jace Hochwalt*

Action: Accept public comment. Consider making a motion to approve a Colorado Commercial Lease Agreement between the City of Montrose and Tuxedo Corn Company, LLC, the building commonly known as the Brown Center at 3325 North Townsend Avenue as presented.

10) BROWN CENTER LEASE AGREEMENT (10 minutes)

City Council consideration of a Colorado Commercial Lease Agreement between the City of Montrose and Montrose Lighthouse, Inc., for the property commonly known as the Brown Center at 3325 North Townsend Avenue. *Staff: Community Development Director Jace Hochwalt*



Action: Accept public comment. Consider making a motion to approve a Colorado Commercial Lease Agreement between the City of Montrose and Montrose Lighthouse, Inc., for the property commonly known as the Brown Center at 3325 North Townsend Avenue as presented.

11) ORDINANCE 2693 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2693 on second reading, an Ordinance of the City of Montrose, Colorado, amending the zoning district designation of lot 1 of the Murphy Boundary Line adjustment from "R-1A," Large Estate District, to "OR," Office-Residential District. *Staff: Senior Planner William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2693 on second reading as presented.

12) ORDINANCE 2694 - SECOND READING

City Council consideration of Ordinance 2694 on second reading, an Ordinance of the City of Montrose, Colorado, amending the zoning district designation of a portion of Lot 1 of the Black Canyon Golf Course Boundary Line Adjustment from "P," Public District, to "R-1A," Large Estate District. *Staff: Senior Planner William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2694 on second reading as presented.

13) RESOLUTION 2025-17 (10 minutes)

City Council consideration of Resolution 2025-17 setting December 2, 2025, as the hearing date for Haynes Addition annexation.

Staff: Senior Planner William Reis

Action: Accept public comment. Consider making a motion to adopt Resolution 2025-17 as presented.

14) STAFF REPORTS

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



15) YOUTH CITY COUNCIL REPORT

16) CITY COUNCIL COMMENTS

17) MOTION TO ADJOURN



PROCLAMATION

Bullying Prevention Month - October 2025

WHEREAS, bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The children who are bullied, those who bully others, and those who witness the behaviors may have serious, lasting problems; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, community organizations, and online through technology; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, thousands of Colorado children and adolescents are affected by bullying annually, and 1 in 5 students reports being bullied; and

WHEREAS, targets of bullying behaviors are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school, and students who repeatedly experience bullying behaviors often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and

WHEREAS, children who engage in bullying behaviors are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying behaviors often feel less safe, helpless to stop it, and intimidated; and

WHEREAS, organizations such as PEER Kindness are dedicated to providing support to children and adolescents experiencing the bullying circle, and providing prevention education through partnerships with youth, schools, youth-serving programs, and community leaders and organizations to reduce bullying and foster a PEER Kindness stand (positive, encouraging, empathetic, respectful, and kind). We urge all citizens to work toward the prevention of bullying and consider pledging to be part of the solution to end bullying in all its forms.

NOW, THEREFORE, we, the City Council of the City of Montrose, Colorado, do hereby proclaim October 2025 as

Bullying Prevention Month

in the City of Montrose and urge all community members to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Montrose, this 21st day of October, 2025.

Dave Frank, Mayor

< 904 Heather Ln

Layers



Nearby



Schools



Neighborhoods

Google

Contact agent



Heather Ln

Directions

Map

Street view

Map data ©2025 Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO Report a map error

Typical height ranges for different clubs:

- **Wedges:** Around 60–120 feet (18–36 meters)
- **Irons:** Around 60–100 feet (18–30 meters)
- **Fairway Woods:** Around 30–50 feet (9–15 meters)
- **Drivers:** Around 30–100 feet (9–30 meters), depending on the player and swing

A golfer hits a ball off the tee at speeds ranging from 160 to 180 mph for professionals, while average amateurs typically see ball speeds around 133 mph. Factors like clubhead speed, skill level, and proper contact all influence the final ball speed.

Estimated distance range

- **Average drive:** Approximately 250 yards
- **Good drive:** Approximately 260 yards
- **Perfect hit:** Can reach up to 278 yards, depending on launch angle, according to Custom Golf Clubs Online.
- **Total distance:** Can range from 250 to 280 yards or more, with factors like roll-off influencing the final outcome, notes [Fairways Scotland](#).

A golf ball can cause a variety of damage to the body, ranging from soft tissue injuries like bruises to severe injuries such as concussions, fractures, and internal damage, especially if it strikes the head, chest, or abdomen. Eye injuries are also a significant risk, with the potential for permanent vision loss.

Good evening,

My name is Patty Greeves and I have lived at 904 Heather Lane since May 16, 2011.

I am here tonight because I continue to be concerned about errant golf balls from the Black Canyon Golf Course. My house does not back to the golf course. I am located across the street from a row of houses, across a 41-foot-wide street and my yard backs to the Columbine East Park.

Yet, golf balls land in my front yard as well as in my back yard. In the last 2-3 years the balls are more frequent. I usually get 8-10 golf balls a year. Some hit my roof! I love to work in my front and back yard and my visitors park in my driveway. Now, it seems I'm more at risk for injury and damage. My neighbor said it really hurt when she was hit in the arm with a golf ball. Thankfully, it was not her head! Many people walk their dogs on Heather Lane and children ride their bikes. This is a safety issue.

Surely the city has heard about the many broken windows, the damaged car windshields and the cracked fences from other nearby owners.

I am aware the golfers are supposed to be responsible for any damage and the city is not liable. However, I can't even see the golf course from my house, so how am I supposed to report or find the golfer.

New technology for the sport of golf has accomplished great advances in improving the height range, the distance range and the speed and spin of a golf ball. In my opinion, this is one of the reasons for the increase in the number of golf balls on my property. The other reason may be the location of the tees on the 16th hole.

It is my understanding that the current neighborhoods adjoining the back nine holes were not built at the time the city completed the back nine course and then leased it to the Montrose Land Company. My point is that the impact on surrounding homes, neighborhoods and adjoining streets may have not been adequately considered in the design of the back nine course which was built over 35 years ago.

As mentioned, a lot has changed since that time. I know you want a suitable golfing experience for the city but I also believe that you want the safest environment for your residents. What can be done to ensure both?

Therefore, my request to the City Council is to consider an evaluation of the golf course and the current alignment of all of the tees and greens for the reasons stated. I have been told it is not uncommon to rehab an older course and make some changes. Maybe it can be an even better golf course for everyone!

Please consider a budget for this request and see what can be done to protect all of us as the City Council makes the needed improvements in Montrose.

Respectfully submitted by

Patty Greeves

909-223-9161

2017mallard@gmail.com

Tamera Schlegel
919 Heather Lane
Montrose, CO. 81401
(303) 941-3676

 Outlook

Meeting on Thursday

From Tamera S <imtedious@msn.com>

Date Tue 8/26/2025 4:07 PM

To wbell@ci.montrose.co.us <wbell@ci.montrose.co.us>

Mr. Bell - I appreciated the meeting on Thursday with you and Joe. Just to confirm my understanding as to what was agreed to so that I can pass the information along to my neighbors:

1. You will put a target on the course for those teeing off the 16th hole at the back tees. This was previously agreed upon by Ann and Tom in June.
2. You will put in a railing/fence on both of the back tee boxes with netting to help with shot alignment and also to catch errant shots in an attempt to alleviate balls hitting the houses and property along the course and across the street on Heather Lane.
3. You will put a notice on scorecards and/or in the carts providing information about which tees to use based up the individual golfers' normal drive off the tee.
4. You will place a conspicuous notice in the Pro Shop and/or in the carts or cards stating that golfers are responsible for any damage to homes or property and to provide a number where golfers can report such damage. This was previously agreed upon by Ann and Tom in June.

Thank you again for meeting with me and working with all of us along Heather Lane .

Tamera Schlegel



Outlook

Re: Continued request to Meet/Talk Hole 16

From William Bell <wbell@cityofmontrose.org>

Date Tue 10/7/2025 5:52 PM

To Tamera S <imtedious@msn.com>

Cc Joe Wittenberg <joe@blackcanyongolf.com>; Heather Watson <hwatson@cityofmontrose.org>; Ann Morgenthaler <amorgenthaler@cityofmontrose.org>; Chris Dowsey <cdowsey@ci.montrose.co.us>; Gregory Stunder <gstunder@cityofmontrose.org>; Landon Iacovetto <landon@blackcanyongolf.com>; Donna Rousse <donna@blackcanyongolf.com>

Hi Tamera. I do apologize for my hectic schedule as of late. It is just a very busy time of year. I do believe that we are doing the best we can to address your issue based upon the dialogue we had when you, me and Joe met in person. We have taken action and spent money to design, purchase and install signage as was described in detail in Joe's previous response, and we are providing more reminders and education for the visiting golfers regarding the concept of "golfer's liability" as related to "errant golf balls". This has all been at your request and with your input. We appreciated spending time with you and we appreciate the opportunity to work on a solution to your issue. Unfortunately, as was already stated by Joe in person and in writing, the City and/or the Black Canyon Golf Course is not able to accommodate your request 100% to your satisfaction due to several issues as outlined previously, but we are doing the best we can to help mitigate your risks by taking these steps.

As far as the City and the Black Canyon Golf Course are concerned, this issue has been resolved to the best of our ability and we are considering the issue closed to future meeting or discussion on the topic.

Thank you for your consideration and understanding in this matter.

Please take care,
Bill

WILLIAM E. BELL, MPA, ICMA-CM
City of Montrose
City Manager
970.240.1420 O | 970.901.8580 M





Gourock Netting Blog – Custom Nets & Info

Custom Netting Blog & Gourock.com Informational Netting Articles

CATEGORIES



RECENT POSTS



Tee Box Protective Barrier Netting

Thursday, April 8th, 2010

One of the more common applications that golf courses and golfing facilities have for golf barrier netting is for protection around tee boxes, ranges, and parking lots. There are quite a few ways that a barrier netting installation can be accomplished, and sometimes the nets require customized tapers or angles to fit the customer's requirements.

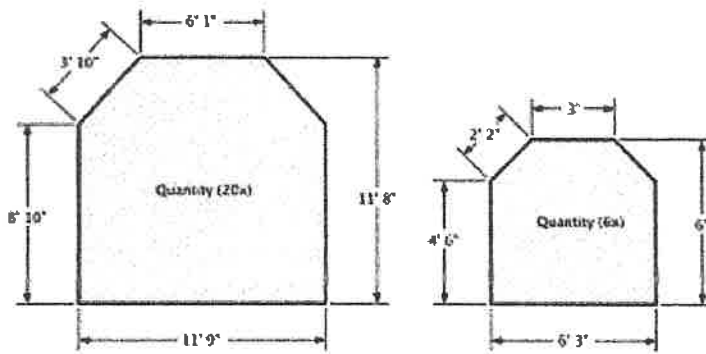
Below you can see the images of the preexisting framing that required replacement netting. The nets that had been up there were no longer functional, and the framing needed to be outfitted with new nets. The purpose of the netting was to aid in the blocking of errant shots to protect people within the tee box range area, the parking lot, and the golf cart pickup zone. Some of the characteristics required were:

- resilience to long-term UV and weather exposure
- ability to block glancing shots
- minimal visual appearance
- ease-of-use for lacing to the existing framing
- ability to custom shape to match the unique dimensions

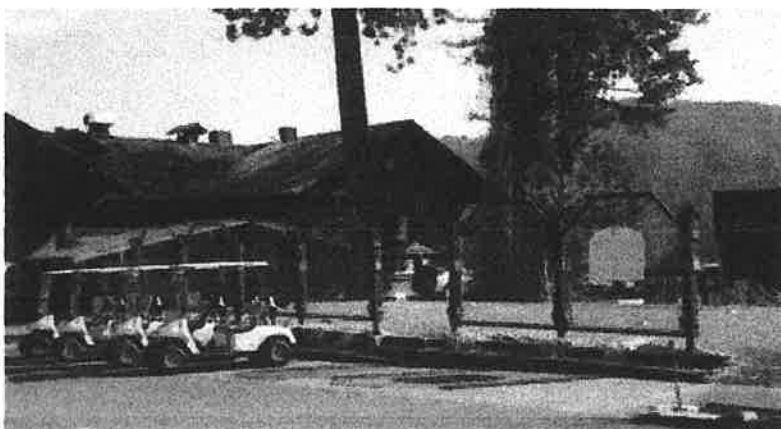
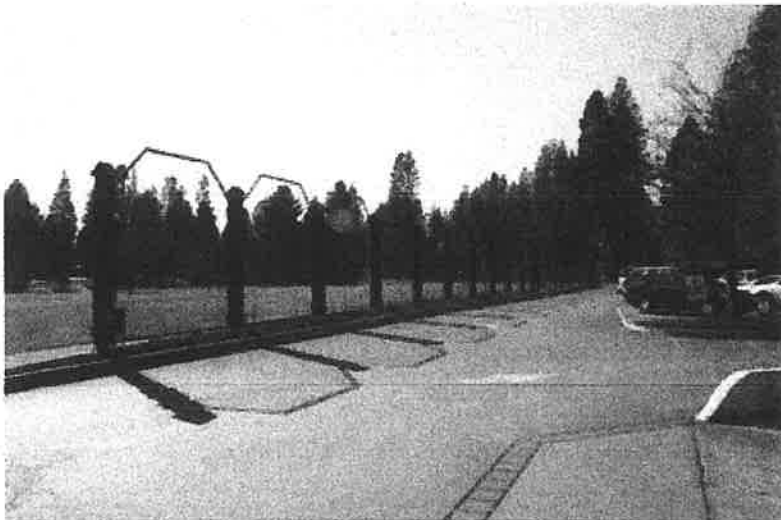
A perfect match to satisfy all of these requirements was the #12 X 1" (116 lb./twine) DuPont type 66-728 tarred nylon netting. It features a tar coating that completely covers the twisted-knotted mesh construction, ensuring maximum protection from exposure to UV and the outdoor elements. This particular tarred 1" nylon netting

from **Gourock** carries a 7 year UV Warranty (prorated). A great benefit of nylon netting is that it inherently has very strong tensile strength without bulking-up a lot of physical material on the twines. So a relatively thin twine like the #12 (1.7mm) still provides a dependable 116 lb./twine tensile strength. That characteristic, combined with the black color and 1" mesh size, results in fantastic golf barrier protection with minimum visual properties. And since Gourock.com can provide custom dimensions and tapers, the unique dimensions and tapers/angles were no problem at all.

This golf course facility required 26 of the custom nets to match their existing frames. All nets were facilitated and out the door quickly, and ready for installation and years of dependability. Below you can view the diagram of the nets provided, followed by customer images of the frames that required the new nets.



#12 X 1" Tared Knotted Nylon Netting
5/16" Rope Border Installed



Hello – My name is Tamera Schlegel. I live along the 16th hole of the Black Canyon Golf Course. I moved here in the fall of 2022. The first summer I had a ball shatter part of my vinyl fence. I called the golf course pro shop and asked if anyone had reported the damage. No one had done so. I collected 22 balls in my small backyard as well as my front yard and on the north and south side of my house.

The next year, I had another ball make a hole in my fence. I called the Pro Shop once again and was told no one had reported the damage and that I was the only one who had ever called about damage to their home! I spoke to a neighbor across the street who has had many balls in her front and back yard. She said she has called the Pro Shop and that another neighbor who lives along the golf course has had 3 windows broken and she was hit in her backyard! This neighbor said she had called the Pro Shop on more than one occasion to report damage!

In speaking to others neighbors starting along Iris Court by the back tee box and going along Heather Lane, almost all have had broken windows or damage to their home. We decided to go speak to the Pro Shop Manager who said no one has ever called to report golf ball damage. We spoke to the Manager in front of the staff who all snickered and laughed at us telling us we should have known better than to live on a golf course! The others with me tried to explain that the number of balls hitting our homes has increased substantially in the last few years. We were told to put up netting which was ridiculous as netting would do nothing to stop balls hitting homes across the street and the golf course trees prevented netting for those of us along the 16th hole. It was a humiliating experience.

We called Ann Morgenthauer, Assist. Manager, as she supervised the golf course. We spoke to her nice assistant who set up a meeting with Ann in June. Once Ann met with us, and presumably gathered that we weren't a bunch of crazy old ladies, she sent Tom home and apologized to us for what had occurred in the Pro Shop. We presented several ideas – getting a Marshall on Fri-Sun when the craziness (including drunkenness) occurs the most to provide some sort of adult supervision, put a marker on the course for those teeing off at the furthest (the tips) to aim at, putting up signs at the hole and on the scorecards/golf carts stating that golfers are responsible for any damage they cause and to possibly move the tee boxes up behind the forward tee box to give the golfers a clear line of sight down the very wide fairway.

Inexperienced male golfers seem to think they should tee off at the furthest tee box and they aren't aligning well and are trying to skim the shot since the hole dog legs right. Most rarely get their tee shot past the forward tees. Teeing off from the forward tees would move the tee box further away from the homes, give them a straighter shot to the flag, and keep the second shot further from homes down the fairway also. It would still keep the hole a par 5!

I gave Ann my bag of 22 balls from 2023 and another 26 for 48 total!!! I know that she was surprised at the number of golf balls we gave her. Another gave her a box of balls so she could donate to the high school golf teams.

Ann agreed to implement everything except for moving the tee box. She wanted to meet me on the golf course with Tom to see for herself what I was talking about. We met shortly afterwards. Ann said that she would take my idea to the Golf Course Advisory Committee and that Bill Bell and a City Council member would be attending.

Then in August, I received an email from Ann stating that Bill Bell would be taking over the golf course supervision. A meeting on the course was set up with me and the new Pro Shop Manager, Joe. I met with them on behalf of the others along my street. I started my pitch about moving the tee box but Bill said my idea was not going to happen and that it wasn't going to be presented to the Golf Advisory Committee as I was told. He said that the City would agree to the other items I had presented and had already implemented a course Marshall which I was aware of. I thanked him for that. I mentioned the issue with netting and he said in front of Joe, that my property was not such that a net could be installed. I mentioned that even if I could it would not help the people across the street.

Bill said that the City would install netting along the 2 back tees to help with the golfers' alignment and to catch mishit balls that were plaguing us along this hole and across the street. He said that he saw such netting on a golf course he played on in GJ. Joe clearly heard him. I told him that I was appreciative of this especially since I had one fly across my patio just the day before and I would have been hit if I had been outside.

I sent an email confirming our conversation. I have given you all a copy of this email dated Aug. 26. I received an email from Joe about a month after our meeting and he says they are going to implement all the items I requested but that the maintenance superintendent said a split rail fence wouldn't significantly reduce golf balls on the fairway. I emailed Joe back to say that a split rail fence wasn't what Bill had discussed with us. Joe then emailed that Bill and the turf superintendent had surveyed the area and decided it wasn't feasible to put in the netting Bill said he saw on another course.

Joe then said I should feel free to put in my own netting at my own expense. That comment seemed like I was back to square one with the condescending pro shop people from June. Joe was there when even Bill said my property isn't conducive to netting. It would be on the side of my property and balls would bounce into my neighbor's yard, plus it would go against City Code and also the City's own tree trimmer said I can't cut more on your trees that hang on my property or it would kill the tree!!

Since Joe's email said Bill made the call that it wasn't "feasible" to put in the netting, I wanted to talk to Bill as he understood and took charge of the situation! I left a telephone message for Bill on 9/23 but he didn't call back. I left 2 more messages at his work number with no return call. I then sent Bill an email and asked him to call me. Then I received another email message from Joe stating he would meet with me. I responded that I appreciated that but it was Bill that I needed to speak to. I then received an email from Bill on 10/7, and you all have a copy, stating that the matter was considered closed by the City and he cc: 7 people on the email, 4 of which I've never met.

I am here today because I just wanted to ask WHY the netting wasn't feasible. What does "feasible" mean??? Why won't the City consider moving the tee box for the safety of their citizens and their property along the 16th hole and across the street n on the street? Why was I told that the idea was going to the Golf Advisory Cmte. w/Bill and a City Council member present but that never materialized?

I was having a thoughtful dialogue with Ann but Bill has now closed any discussion or feedback on the issue and won't even speak to me and the other concerned citizens to clarify. We were working together.

I am requesting that the City have Bill meet with us and continue the dialogue/feedback in a positive, collaborative manner and include a member of the City Council. I included a copy of one company's tee box netting. The netting itself for an 8ft. net is approx.. \$350 w/o the posts. This would certainly alleviate errant balls on our property and across the street.

Thank you for your time.



MONTROSE CITY COUNCIL

October 6, 2025

A special meeting of the Montrose City Council was held on Monday, October 6, 2025, at 12:00 p.m., or immediately following the City Council work session, in the City Council Chambers located in the Elks Civic Building at 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT

Dave Frank, Doug Glaspell, J. David Reed, Ed Ulibarri, Chris Dowsey, Ann Morgenthaler, Terri Wilcox, Matt Magliaro, Greg Story, Lisa DelPiccolo

ABSENT

Judy Ann Files joined the meeting after the executive session convened.

CALL TO ORDER

Mayor Dave Frank called the special meeting to order at 10:30 a.m.

EXECUTIVE SESSION

At 10:31 a.m., a motion was made by Doug Glaspell, seconded by Ed Ulibarri, to enter into an executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f); for a conference with the City Attorney for the purpose of receiving legal advice pursuant to C.R.S. Section 24-6-402(4)(b); to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a); and the following additional details are provided for identification purposes: Municipal Court Judge initial review, litigation update, potential real estate transactions. All voted yes. Motion passed.

RECONVENEMENT AND ADJOURNMENT

The special meeting reconvened at 12:03 p.m.

At 12:04 p.m. the meeting adjourned with no further action taken.

ATTEST:

Dave Frank, Mayor

Lisa DelPiccolo, City Clerk



MONTROSE CITY COUNCIL

October 7, 2025

A regular meeting of the Montrose City Council was held on Tuesday, October 7, 2025, at 6:00 p.m. in the City Council Chambers of the Elks Civic Building at 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT

Dave Frank, Judy Ann Files, Doug Glaspell, J. David Reed, Ed Ulibarri, Bill Bell, Ann Morgenthaler, Chris Dowsey, Greg Story, Lisa DelPiccolo, Larry Witte, Gunnison Clamp, Dan Kinimaka, Jace Hochwalt, William Reis, Blaine Hall, Katie Riley, Christian Cardenas

GUESTS

Chris Trujillo, Mallory Shaffer, Michael Murphy, Keira Oldroyd, Sam Aster

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

HISPANIC HERITAGE MONTH PROCLAMATION

Mayor Dave Frank and the Montrose City Council proclaimed September 15 through October 15, 2025, as Hispanic Heritage Month in the City of Montrose. Mayor Frank presented the proclamation to MADA Board Member Chris Trujillo. Mr. Trujillo thanked the City for supporting the MADA organization.

CALL FOR PUBLIC COMMENT

Mallory Shaffer thanked the City for continual support of the Montrose Regional Library District. Ms. Shaffer reviewed services offered by the Montrose Library.

Michael Murphy, a Montrose Regional Library District board member, provided an overview of Ballot Issue 6A and Ballot Issue 6B on the November ballot. Mr. Murphy stated that Ballot Issue 6A extends the current mill levy permanently, and 6B removes a revenue cap.

APPROVAL OF MINUTES

City Council considered the minutes of the September 15, 2025, special City Council meeting and the September 16, 2025, regular City Council meeting.

A motion was made by Doug Glaspell, seconded by J. David Reed, to approve the minutes of the September 15, 2025, special City Council meeting and the September 16, 2025, regular City Council meeting as presented. All voted yes. Motion passed.

YOUTH CITY COUNCIL APPOINTMENT

City Council interviewed applicant Keira Oldroyd for a position on the Montrose Youth City Council for the 2025-2026 term.

A motion was made by Ed Ulibarri, seconded by Judy Ann Files to appoint Keira Oldroyd to the Montrose Youth City Council for the 2025-2026 term. All voted yes. Motion passed.

SOLE SOURCE PURCHASE REQUEST FOR MONTROSE PAVILION LIGHTING

City Council considered a sole source waiver and purchase totaling \$181,850.00 from Barbizon Lighting Company for Montrose Pavilion lighting upgrades in the auditorium and lobby area.

Pavilion Operations Coordinator Dan Kinimaka reviewed the need for an upgrade to a lighting system that controls the lobby lights, auditorium house lights and auditorium stage lights at the Montrose Pavilion. Mr. Kinimaka said the original dimming system is 35 years old, and the company that installed the system and provided parts has been out of business since 2008. Mr. Kinimaka recommended a sole source purchase of high performance LED lighting from Barbizon Lighting Company which is the only regional provider.

Mr. Kinimaka said that the project is included in the 2025 budget, but the Pavilion reservation schedule did not allow for completion this year. Staff would like to purchase the equipment this year to lock in pricing and allow for the long lead time related to purchasing. Once the equipment is received, installation can be scheduled around events.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, to approve a sole source waiver and purchase totaling \$181,850.00 from Barbizon Lighting Company for Montrose Pavilion lighting upgrades as presented. All voted yes. Motion passed.

CHILDCARE FACILITY OPERATOR AGREEMENT

City Council considered an Operating Agreement between the City of Montrose and Access Early Education Foundation for childcare operations at 703 S. 9th Street.

Community Development Director Jace Hochwalt reported that a thorough overview of the Operating Agreement was provided at the September 15 work session and a detailed report is included in the packet for this meeting. Mr. Hochwalt reviewed the history of the project which was initiated after a childcare needs assessment determined that the area is a childcare desert. Construction and design contracts were presented at previous meetings.

Mr. Hochwalt reviewed the results of an RFP process to select a qualified operator for the childcare center. Two proposals were received and staff determined that Access Early Education Foundation was the preferred operator. Mr. Hochwalt said Access is a nonprofit operated out of Grand Junction, has an excellent reputation, and operates facilities in Grand Junction, Rifle, and Gunnison. Mr. Hochwalt stated that the RFP submitted by Access was flexible and cost effective, and Access has extensive experience on the Western Slope. Mr. Hochwalt stated that Access also assisted with the design process for the City childcare facility and with determining licensing standards.

Mr. Hochwalt said the facility will be open from 6:30 a.m. until 6:30 p.m. Monday through Friday. Rates are estimated to be \$72.00 per day for infants, \$66.00 for toddlers, and \$58.00 for preschoolers. A 20 percent discount for City employees is proposed and Mr. Hochwalt estimated that 1/3 to 1/2 of the available slots will be occupied by City staff members. The contract also requires that teachers are paid at 10 percent above market rate. Mr. Hochwalt reviewed the

financial support required from the City of Montrose and said that the initial start-up costs are estimated to be \$50,000.00. The subsidy provided by the City will be based upon actual staffing and enrollment and is estimated to be between \$150,000.00 and \$200,000.00 per year. Any grant funding would reduce the subsidy.

Mr. Hochwalt said City employees will have first priority for available slots, public and quasi-public partners, such as Montrose Recreation District, Montrose County, and Montrose Regional Hospital, will have second priority, followed by the general public. Public and quasi-public partners will pay the full market rate unless the employer provides a subsidy.

The facility will employ approximately 15 staff members and a 5 member advisory board will be established to provide strategic guidance and review tuition rates and grant allocations. The advisory board will be comprised of 3 City staff members, an employee from a partnering organization, and a parent.

Mr. Hochwalt said that if the Operating Agreement is approved, City staff will continue to work with Access to finalize the details. A March 2026 opening date is anticipated.

Mr. Hochwalt recommended approval of the Operating Agreement stating that many childcare providers are struggling to remain open and the City facility is a major step forward in supporting local families.

Mr. Hochwalt answered questions from City Councilors and stated that staffing levels are mandated at the state level, and this facility is unique because of the extended hours. The facility will allow for full-time and part-time care as well as drop-in care when circumstances allow.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, to approve an Operating Agreement between the City of Montrose and Access Early Education Foundation for childcare operations at 703 S. 9th Street as presented. Ed Ulibarri voted no. All others voted yes. Motion passed.

JC MITCHELL ADDITION ANNEXATION HEARING

A hearing was held on the annexation of the JC Mitchell Addition.

Senior Planner William Reis reviewed the annexation schedule and the location of the 4.85 acres. Mr. Reis stated that the parcel is located within the City's Urban Growth Boundary and within City of Montrose water and sewer service areas. Mr. Reis said the annexation request is the result of a boundary line adjustment, and annexation would ensure that the entire property is within City limits.

Mr. Reis reviewed the proposed zoning of the R-2, Low Density District, and stated that the portion of the property already within the City limits is currently zoned R-2. Mr. Reis said the property is part of an enclave. Annexation will not eliminate the enclave but will reduce the size.

Mr. Reis recommended approval of the annexation and the proposed zoning designation. An annexation agreement is required, and an annexation impact report is not required. The Planning Commission unanimously recommended approval of the R-2 zoning designation on August 27.

Resolution 2025-16

City Council considered Resolution 2025-16, findings of fact for the JC Mitchell Addition annexation.

Public comment was accepted. No comments were received.

A motion was made by Judy Ann Files, seconded by J. David Reed, to adopt Resolution 2025-16 as presented. All voted yes. Motion passed.

Ordinance 2691 – First Reading

City Council considered Ordinance 2691 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the JC Mitchell Addition.

Mayor Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Frank closed the hearing.

A motion was made by J. David Reed, seconded by Doug Glaspell, to pass Ordinance 2691 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2692 – FIRST READING

City Council considered Ordinance 2692 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the JC Mitchell Addition as an "R-2," Low Density District.

Mayor Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Frank closed the hearing.

A motion was made by Ed Ulibarri, seconded by Doug Glaspell, to pass Ordinance 2692 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2693 – FIRST READING

City Council considered Ordinance 2693 on first reading, an Ordinance of the City of Montrose, Colorado, amending the zoning district designation of lot 1 of the Murphy Boundary Line adjustment from "R-1A," Large Estate District, to "OR," Office-Residential District.

Senior Planner William Reis reviewed the location of the 3.91 acre parcel east of town on Highway 50 and stated that the property was originally annexed and zoned in 2000. Mr. Reis reviewed rezone criteria, the intent of the OR designation, and the zoning of adjacent properties.

Mr. Reis recommended approval of the rezone stating that the proposal meets rezone criteria, is in compliance with the Comprehensive Plan and is compatible with existing uses in the surrounding area. The Planning Commission unanimously recommended approval of the rezone on August 27.

Mayor Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Frank closed the hearing.

A motion was made by Ed Ulibarri, seconded by J. David Reed, to pass Ordinance 2693 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2694 – FIRST READING

City Council considered Ordinance 2694 on first reading, an Ordinance of the City of Montrose, Colorado, amending the zoning district designation of a portion of Lot 1 of the Black Canyon Golf Course Boundary Line Adjustment from "P," Public District, to "R-1A," Large Estate District.

Senior Planner William Reis reported that the 0.62 acre parcel is addressed as 2400 Columbine Lane, and involves a recent property line adjustment. Mr. Reis stated that the property line adjustment is completed but the zoning of the parcel remains P, Public District. Mr. Reis reviewed rezone criteria, the intent of the R-1A zoning, and the zoning of surrounding properties.

Mr. Reis recommended approval stating that the proposal meets rezone criteria and is compatible with existing uses in the surrounding area. The Planning Commission unanimously recommended approval on August 27.

Mr. Reis clarified that this parcel was not being used by Black Canyon Golf Course and was transferred to adjacent property owner. Deputy City Manager Ann Morgenthaler stated that the property owner donated the parcel to the golf course when the golf course was founded. The parcel was not being used by the golf course and was deeded back to the original owner.

Mayor Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Frank closed the hearing.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to pass Ordinance 2694 on first reading as presented. All voted yes. Motion passed.

STAFF REPORTS

No staff reports were provided.

YOUTH CITY COUNCIL COMMENTS

Youth City Council Coordinator Gunnison Clamp reported that ten Youth City Councilors have been appointed by City Council, and a schedule will be determined for Youth Councilors to attend City Council meetings and provide reports. Mr. Clamp said that an orientation session was held and Youth City Councilors determined projects for the year.

CITY COUNCIL COMMENTS

Mayor Pro Tem Judy Ann Files reported that she attended the grand opening of the Volunteers of America Rendezvous senior housing project and said she was impressed with the community aspects of the development.

Mayor Dave Frank reviewed upcoming events and said Main Street will be closed for the Halloween Candy Crawl on October 31.

ADJOURNMENT

The meeting adjourned at 6:59 p.m. with no further action taken.

ATTEST:

Dave Frank, Mayor

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: October 21, 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 sublease 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

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.

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 sublease 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 21, 2025
RE: M4 Rezone
ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Excerpts from City of Montrose Municipal Code

City Council Consideration:

City Council is considering the approval of the M4 Rezone. City Council shall consider all of the information in this memo in making a decision.

Applicant: Lakeview Contractors, Inc.

Application Background:

The proposal is to rezone Lot 1 of the Murphy Boundary Line Adjustment, approximately 3.91 acres, from “R-1A” Large Estate District to “OR” Office-Residential District.

The Planning Commission unanimously voted to recommend approval of this rezone request at the August 27, 2025 Planning Commission meeting.

Proposed Zoning: “OR” Office-Residential District

Staff Analysis:

1. Municipal Code, Section 11-7-12(A), Rezoning.
“Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:



- a) The amendment is not adverse to the public health, safety and welfare; and
 - b) The amendment is in substantial conformity with the master plan; or:
 - i. The existing zoning is erroneous; or
 - ii. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.”
2. The City Council should consider the merits of the proposed rezone only and make a decision based on whether it should be rezoned to “OR” Office-Residential District. The current zoning is “R-1A” Large Estate District.
 - Zoning Regulations. The "OR" Office-Residential District is intended to provide for a mix of offices and residential dwellings in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
3. This property is adjacent to properties that are zoned “R-1A” Large Estate District and properties outside of City limits.
4. General Conformance with the Comprehensive Plan:
 - The Comprehensive Plan Future Land Use Map (Chapter 5) designates this area as Residential Mixed Density Low. The Residential Mixed Density Low district provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City.
 - Staff finds that the proposed zoning meets the goals and objectives of the Comprehensive Plan.
5. The “OR” zoning designation does not appear to be adverse to the public health, safety and welfare, and is consistent with Municipal Code requirements, zoning in the surrounding area, and the Comprehensive Plan.

Staff Recommendation:

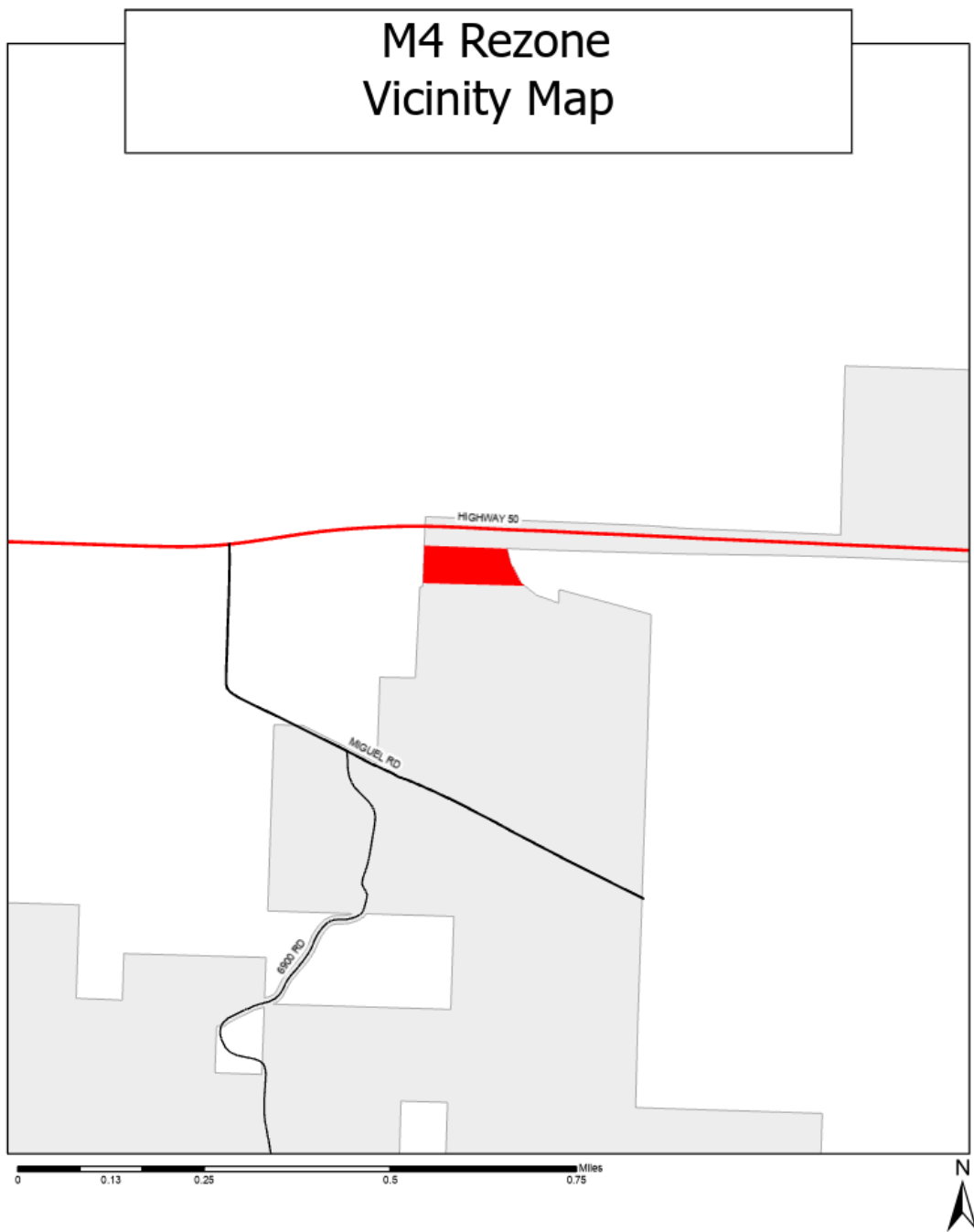
Staff finds that the rezone criteria has been met; it is in compliance with the Comprehensive Plan; it is compatible with existing uses in the surrounding area; and therefore, recommends approval of the "OR" Office-Residential District.

City Council Options:

1. Accept the Planning Commission recommendation and approve the rezone.
2. Deny the request for a rezone and schedule a de novo hearing. The hearing date should be established in consultation with the City Attorney.



EXHIBIT A: Maps



M4 Rezone Current Zoning Map



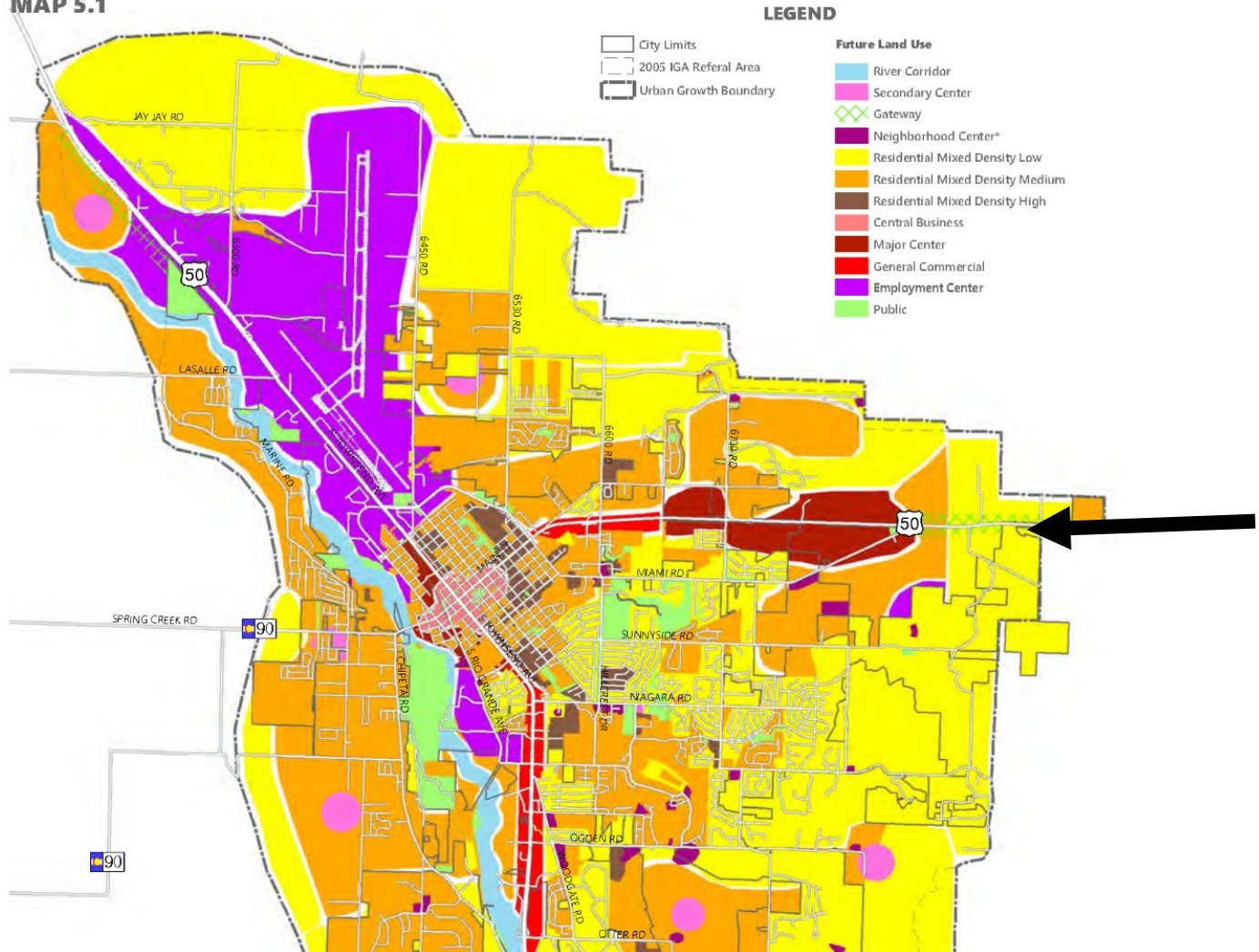
M4 Rezone Proposed Zoning Map



Comprehensive Plan Future Land Use Map

FUTURE LAND USE

MAP 5.1



Memorandum

To: William Reis & Jace Hochwalt (collectively, “City Planning”)

From: M4 Ranch Group, LLC

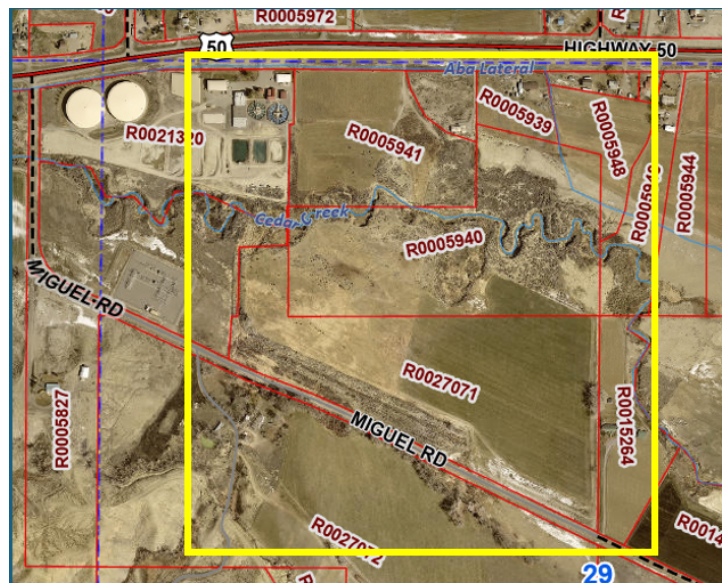
Date: December __, 2024

Re: Montrose Property – Rezoning and Subdivision Application

INTRODUCTION

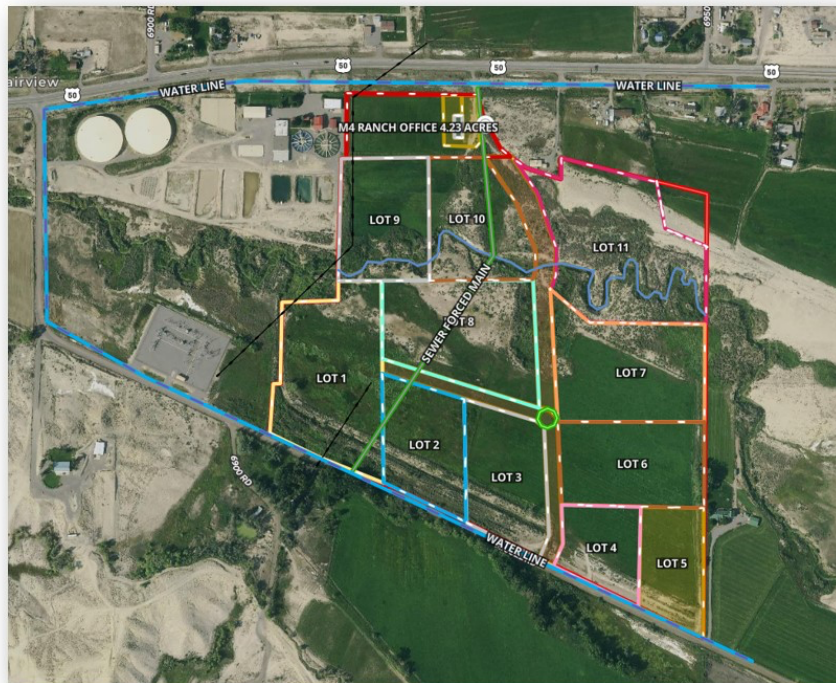
M4 Ranch Group, LLC (“M4” or the “Applicant”) respectfully submits this proposed rezoning and boundary line adjustment memorandum (the “Memo”) of the real property (and any improvements located thereon) in the municipal limits of the City of Montrose, Colorado (the “City”) in and for the County of Montrose, Colorado (the “County” or “Montrose”) located at County Tax Assessor #s: R0005941 (“Property 1”); R0005940 (“Property 2”); and R00027071 (“Property 3”, collectively with Property 1 and Property 2, the “Parcels”). Attached hereto and as depicted below is an accurate boundary and parcel identification of the Parcels created by Land id mapping software.

The Parcels were purchased by M4 on or around August 30, 2024, from the previous owner, Circle H Ranches, Inc. It is the intention of M4 to subdivide all but the northern approximate 4 acres (3.91 Acres) of Property 1 into Property 2 under new ownership (i.e., J&K Consulting, Inc., proposed quit claim deed).



SUBDIVISION & REZONING PROPOSAL

On or around, June 17, 2024, M4 Ranch and City Planning held a pre-application meeting for future development of the Parcels (the “Intended Development Meeting”). During the Intended Development Meeting, M4 discussed three possible initial future developments of the Parcels (the “Initial Development”), including, but not limited to: (i) subdivision of Property 1 down to approximately 4 acres on the northern side of Property 1 – near Highway 50 – then include the remaining severed acreage from Property 1 into Property 2; (ii) a rezoning of Property 1 from R-1A to I-1 under the City’s Land Development Code (the “LDC”); and (iii) development of a Planned Development (“PD”) under the LDC of Property 2 and Parcel 3 for approximately eleven (11) lots for residential use under the LDC. Attached hereto and as depicted below is an approximate boundary and lot identification of the proposed PD created by Land id mapping software.



In the alternative to the Initial Development, and as discussed during the Intended Development Meeting, M4 and City Planning agreed that in lieu of a recommendation of approval from City Planning to subdivide Property 1 and move for a rezoning to I-1, to instead, rezone Property 1 to either B-2, B-3, or B-4 under the LDC. Thereafter, on or around June 28, 2024, M4 sent to City Planning a proposed rezoning plan.

Subsequently, City Planning contacted M4 and proposed a future use of "OR" Office-Residential District on or around October 10, 2024 (*see* attached pertinent correspondence by and between City Planning and M4) for the approximate 4 acres of Property 1. The proposed use of the OR is, according to City Planning and agreed to by M4, a better solution for the intended use of the “M4 Ranch Office...”.

The subdivision of the approximate 4 acres of Property 1 into Property 2, along with the rezoning of the approximate 4 acres to “OR” would run concurrently through the City quasi-judicial process.

WATER and SEWER

During the Initial Development Meeting, the issue of water and sewer connection was addressed and discussed by both M4 and City Planning, attached hereto and as depicted below is an accurate and **current** water and sewer placement for the Parcels created by Land id mapping software.



CONCLUSION

In sum, M4 Ranch respectfully requests the City to: (i) subdivide Property 1, wherein the northern most 3.91 acres are subdivided, and the remaining acreage of Property 1 are subsumed by Property 2; (ii) rezone the newly subdivided 3.91 acres from R-1A to OR in accordance with the City’s rezoning criteria. Final Boundary Survey is attached below as well.

MURPHY BOUNDARY LINE ADJUSTMENT

SITUATED IN SECTION 29, TOWNSHIP 49 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

IRRIGATION EASEMENTS

The irrigation easement(s) shown hereon shall be owned and maintained by the owners of all lots encumbered by the easement, jointly and severally and shall not be impeded or altered in any way so as to impact the historic delivery of water, unless otherwise agreed by all owners of interest in said easements or any water rights associated therewith. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owner(s), and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

VEHICULAR ACCESS TO OR FROM PROPERTY ADJOINING A STATE HIGHWAY

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

APPLICABILITY OF SUPPLEMENTAL SITE DEVELOPMENT STANDARDS FOR HIGHWAY CORRIDORS

Property located within 400 feet of a right-of-way line of U.S. Highway 50, east of Hillcrest and north of North 9th Street; of U.S. Highway 550, south of East Oak Grove Road, and of Highway 90 west of the Uncompahgre River, and of North San Juan Avenue between Main Street and Townsend Avenue, shall be subject, as provided in §11-8-8 of the Official Municipal Code of the City of Montrose, to the Supplemental Site Development Standards for Highway Corridors.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Tract 1:
The W½NE¼NW¼ and the E½NW¼NW¼, Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian:

Excepting the following tracts of land:

The South 12 acres of the W½NE¼NW¼ and the E½NW¼NW¼, Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian,

A strip of land along North side of W½NE¼NW¼ and along North side of E½NW¼NW¼, Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian deeded to the County of Montrose, Deed recorded May 5, 1932 in Book 260 at Page 502.

A tract of land in Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian described as beginning at a point 660 feet West and 50 feet South of North ¼ corner said Section 29, Thence South 2°25' West, 374 feet; Thence North 69°35' West, 165 feet; Thence North 50°51' West, 141.5 feet; Thence North 26°5' West, 164 feet; Thence North 13°0' West, 100 feet; Thence South 87°15' East, 375 feet to the Point of Beginning.

A tract of land in Section 29, Township 49 North, Range 8 West, deeded to the City of Montrose, being more particularly described in deed recorded April 24, 1968 in Book 567 at Page 420.

Any portion of subject property deeded to the City of Montrose, being more particularly described in deed recorded July 22, 1962 in Book 715 at Page 264 (Also described in deed recorded March 10, 1917 in Book 157 at Page 46).

A tract of land situated in Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian described as beginning at a point on the North line of said Section 29 whence the Northwest corner of said Section 29 bears West, 1006.71 feet; Thence South, 300 feet to the True Point of Beginning; Thence South, 15.00 feet; Thence West, 21.49 feet to the West line of the E½NW¼NW¼ of said Section 29, Thence North 0°31'19" East, 15.00 feet along said West line; Thence East, 21.35 feet to the True Point of Beginning.

Tract 2:
The E½NE¼NW¼ and the South 12 acres of the W½NE¼NW¼ and the E½NW¼NW¼, Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian,

Excepting the following tracts of land:

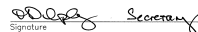
A tract of land in Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian described as beginning at a point 660 feet West and 50 feet South of North ¼ corner said Section 29, Thence South 2°25' West, 374 feet; Thence North 69°35' West, 165 feet; Thence North 50°51' West, 141.5 feet; Thence North 26°5' West, 164 feet; Thence North 13°0' West, 100 feet; Thence South 87°15' East, 375 feet to the Point of Beginning.

Any portion of a tract of land shown on plats recorded December 15, 1970 in Book 583 at Page 569 and Page 570, also described in deed recorded May 20, 1974 in Book 608 at Page 828 that may overlap subject property.

That part of the E½NE¼NW¼, Section 29, Township 49 North, Range 8 West, New Mexico Principal Meridian beginning at a point 475 feet South of Northeast corner, Thence North 475 feet to Northeast corner NE¼NW¼, Thence West along the North line of said NE¼NW¼ to middle point of said North line said NE¼NW¼; Thence South 312 feet; Thence in a direct line Southeasterly to Point of Beginning.

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of MURPHY BOUNDARY LINE ADJUSTMENT as hereon shown.

Executed this 5th day of May, 2025.

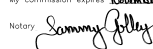

Signature
Lakeview Contractors, Inc.

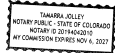
STATE OF COLORADO

COUNTY OF MONTROSE

The above Certificate of Dedication and Ownership was acknowledged before me on this 5th day of May, 2025, by Michelle Murphy, the Secretary of Lakeview Contractors Inc.

Witness my hand and official seal.
My commission expires November 4, 2027

Notary 



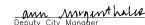
ATTORNEY'S CERTIFICATE

I, Michael R. Haysen, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property, herein described, is free and clear of all liens and encumbrances, except those exceptions to title as set forth on Title Commitment No. MR8-07024365-11 issued by Land Title Guarantee Company effective August 21, 2024 at 5:00 P.M. This attorney's Certificate is issued by the undersigned based solely upon an examination of the Title Commitment referred to herein.

Attorney
Atty. Reg. No. 55334
Date: May 14, 2025

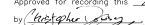
APPROVAL OF CITY MANAGER

Approved this 2nd day of July, 2025, by Ann Morganthaler
Deputy City Manager of the City of Montrose.


Deputy City Manager

APPROVAL OF CITY ATTORNEY

Approved for recording this 2nd day of July, 2025,

by  City Attorney of the City of Montrose.

City Attorney
Atty. Reg. No. 52045

BASIS OF BEARINGS:

The bearing between the found Steel Rod NGS Monument H426 and the found 3" Brass Disk in Concrete for NGS Monument H10, bears N33°05'31"W (ASSUMED)

LINEAL UNIT STATEMENT:

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

SURVEYOR'S CERTIFICATE

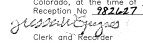
I, Nicholas Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights-of-way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title policy issued by Land Title Guarantee Company, dated 04/01/2024, bearing order number MR8-07024365.



Colorado Registered Land Surveyor
Registration No. 28037
Date: December 20, 2024

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of 2:12pm on the 7th day of July, 2025, under
Registration No. 722667

 Clerk and Recorder
Montrose County, Colorado

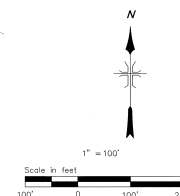
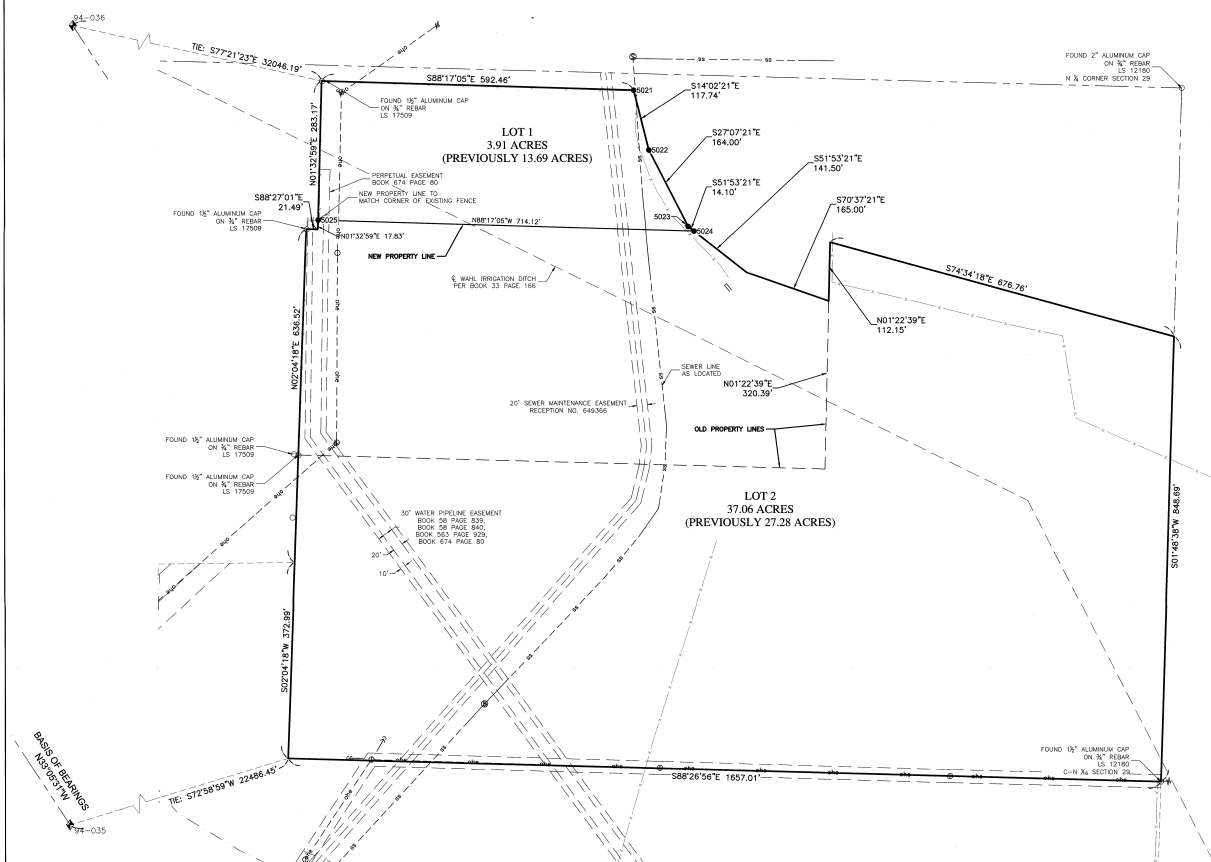
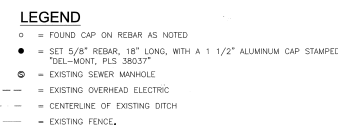


MURPHY BOUNDARY LINE ADJUSTMENT			
CLERK: DAN MURPHY			
APPROVED & FILED:			
FILE: 722667			
DATE: 2025-05-02			
1 of 1			
MURPHY, PLAT-BORY-ADJ			
24081			
BOUNDARY LINE ADJUSTMENT			

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.

\\SMP14\PROJECTS\ACTIVE PROJECTS\2024\4368-14581-00000 - ROAD DEDICATION\CD043681V-PLAT-BORY-ADJ-24081

SITUATED IN SECTION 29, TOWNSHIP 49 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



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

		DEL-MONT CONSULTANTS, INC. 10101 DELMONT BLVD. SUITE 100 125 Colorado Ave. W. Northham, CO 81601 (970) 249-2021 www.delmont.com info@delmont.com		FIRM MURPHY BOUNDARY LINE ADJUSTMENT
BILL TO/NO: 722		DRAWN BY:	DATE: 2025-05-02	CLIENT DAN MURPHY
ORDER NO: 2 of 2		FILE: 2401W PLAT 2401W.DWG	JOB NO: 2401W1	ADDRESS & PHONE
DATE:		TITLE: BOUNDARY LINE ADJUSTMENT		

Subject: Re: M4 - Montrose Property Development
Date: Wednesday, July 10, 2024 at 12:37:16 PM Central Daylight Time
From: William Reis
To: Kasey Feltner
CC: jhochwalt@ci.montrose.co.us
Attachments: image001.png, image002.png

Hi Kasey,

Apologies for the delay. We took this to some of our other members of staff, and we believe that a rezone to OR Office-Residential may be a good solution for all. This would allow for the intended use of office and professional services, while preventing a potential unintended use of a larger-scale commercial or industrial use that may not be appropriate for this location. I think this fits in better with the comprehensive plan, and will be an easier sell to Planning Commission/City Council. Let me know if you have any questions, and I'd be happy to hop on a call.

Thanks,

On Wed, Jul 10, 2024 at 10:31 AM Kasey Feltner [wrote:](#)

Good morning,

I just tried to call William, but I also see that from the City's website that your office might still be in flux, so I just wanted to send a quick inquiry as to whether the City needs anything else from me at this time to address the message below.

Thank you as always!

Sincerely,

Kasey Feltner, Esq.

Managing Partner

KFeltner Law, PLLC

CHAPTER 11-7. ZONING REGULATIONS¹

Sec. 11-7-1. General provisions.

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-2. Official zoning map.

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

¹Ord. No. 2677, § 1(exh. A), adopted Dec. 17, 2024, repealed the former Ch. 11-7, §§ 11-7-1—11-7-13, and enacted a new Ch. 11-7 as set out herein. The former Ch. 11-7 pertained to similar subject matter and derived from Ord. No. 2626, § 3(exh. A), adopted May 16, 2023; Ord. No. 2646, §§ 1, 2, adopted Nov. 14, 2023; and Ord. No. 2672, §§ 1, 2, adopted Sept. 17, 2024.

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

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

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

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

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-5. Districts established.

- (A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residential dwellings.

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- (1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - (2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.
 - (3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single-household detached dwelling residential lots within a semi-rural environment.
 - (4) The "R-2" Low Density District is intended to provide primarily for development of single-household detached and duplex dwellings, along with certain other compatible land uses.
 - (5) The "R-3" Medium Density District is intended to provide for an area which is suitable primarily for single-household detached, attached and duplex dwellings, along with certain other compatible land uses.
 - (6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable primarily for single household attached, triplex, fourplex and other medium density multi-household dwellings, along with certain other compatible land uses.
 - (7) The "R-4" High Density District is intended to provide primarily for high density multi-household dwellings and to allow variety in higher density single household and duplex dwellings and other forms of innovative housing development types.
 - (8) The "R-5" Low Density/Manufactured Housing District is intended to provide primarily for low density development of single-household detached and duplex manufactured home dwellings, along with certain other compatible land uses.
 - (9) The "R-6" Medium Density/Manufactured Housing District is intended to provide primarily for medium-density development for single-household attached,, triplex and fourplex manufactured home dwellings, along with certain other compatible land uses.
 - (10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for manufactured housing developments or tiny home communities, along with certain other compatible land uses.
- (B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.
- (1) The "OR" Office-Residential District is intended to provide for a mix of offices and residential dwellings in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
- (C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.
- (1) The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - (2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.
 - (3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.
 - (4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.

-
- (5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.
 - (6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.
 - (D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.
 - (1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.
 - (2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.
 - (E) Dimensional requirements are set out in Section 11-7-7.
- (Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-6. District uses.

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

-
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.

(E) *Temporary Use Permits.*

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

Table 7.1
Allowed Temporary Uses

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

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within 30 days of the decision being appealed.
 - (b) The City Council shall consider the 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	P									
Short-term rentals	P	P	P	P	P	P	P	P	P	P
Assisted living facility					C	C	C		C	C
Childcare facility	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P

Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	P	P	P	P	P	P	P	P	P	P
Schools; Elementary, Middle and High	C	C	C	C	C	C	C	C	C	C
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling Unit (See Sec. 11-11-5)	C	C	C	P	P	P	P	P	P	
Dwelling, Duplex				P	P	P	P	P	P	
Dwelling, Fourplex					C	P	P		C	
Dwelling, Multi-household					C	P	P		C	
Dwelling, Single-Household Attached					P	P	P		P	
Dwelling, Single-Household Detached	P	P	P	P	P	P	C	P	P	P
Dwelling, Tiny Home									P	P
Tiny Home Community										P
Dwelling, Triplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (See Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured home				¹				P	P	P
Manufactured home park (See Sec. 11-13)										P
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))	T	T	T	T	T	T	T	T	T	T

Travel home (See Sec. 11-13-6(2))	T	T	T	T	T	T	T	T	T	T
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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
Vehicle sales, rental, repair or service establishments			C	C	P	P		P	P
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials business			C	P	P	P		P	P
Commercial greenhouse				C	C	P	C	P	P
Electric vehicle charging station, retail		P	P	P	P	P	C		
Farm implement sales or service establishment					P	P		P	P
Food truck court		P	P	P	P	P	P	C	C
Fueling station or other retail use having fuel pumps (See Sec. 11-11-4)			P	P	P	P	C	C	C
Funeral home			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facility, self-service				P	P	P	P		
Manufactured home, tiny home and travel home sales or service establishments					P	P		P	P
Medical clinic	P		P	P	P	P	P	P	C
Micro-brewery, micro-distillery, or micro-winery			P	P	P	P	P	P	C
Office, business	P		P	P	P	P	P	P	P
Outpatient drug treatment clinic	P								
Travel home park (See Sec. 11-13)				C	C	C			
Campground				C	C	C			
Rental business					P	P		C	C
Restaurant			P	P	P	P	P	C	C
Drive-in or drive-through			C	P	P	P	C	C	C
Retail sales and personal service establishments	C		P	P	P	P	P	P	C
Retail sales and personal service establishments with limited manufacturing				C	C	C		P	C

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(Supp. No. 11, Update 2)

Sexually oriented business (See Sec. 11-12-1)									P
Shooting range, indoor						C		C	C
Short-term rentals	P		P	P	P	P	P	P	P
Bar or tavern			P	P	P	P	C	C	C
Theater			C	P	P	P			
Veterinary clinic or hospital, small animal				P	P	P		C	C
Veterinary clinic or hospital, large animal					P	P		C	C
Storage facilities, fuels and chemicals						P		P	P
Aircraft support services								P	P
Construction equipment storage facility						P		P	P
Feed storage and sales establishments						P		P	P
Fulfillment Center				C	C	C		P	P
Manufacturing and non- manufacturing uses (See Sec. 11-11-4)					C	C		P	P
Industrial use, other								C	P
Storage facilities, indoor			C	P	P	P	C	P	P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operation			C	C	C	C		P	P
Airport								P	P
Assisted living facility	C			P	P	P			
Childcare facility	P	P	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospital	P								
Library		P	P	P	P	P			
Museum or visitor center		P	P	P	P	P			
Parking facility	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P		C	C

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(Supp. No. 11, Update 2)

Religious assembly	P	P	P	P	P	P	P	C	C
Schools; Elementary, Middle and High	C	P	C	C	C	C	C		
Live/work unit	P	P	P	P	P	P	P	P	P
Mixed use building	P	P	P	P	P	P	P	P	P
Golf course		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facility, indoor		C	C	P	P	P	C	P	P
Private recreation facility, outdoor		C		P	P	P		P	P
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P
Dwelling, Duplex	P	P	P	P	P	P	P	P	P
Dwelling, Fourplex	P	P	P	P	P	P	P	P	P
Dwelling, Multi-household	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Attached	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Detached	P	P	P	P	P	P	P	P	P
Dwelling, Tiny Home		P							
Dwelling, Triplex	P	P	P	P	P	P	P	P	P
Group home - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group home - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group home (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Supportive housing	C					C		C	
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Solar farms								P	P
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))	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

Created: 2025-04-01 14:52:32 [EST]

(Supp. No. 11, Update 2)

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-7. District standards.

(A) Tabulated requirements for principal uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

District	Use ^{2 3}	Maximum Density	Minimum Lot Size ⁴	Front	Rear	Side	Corner Lot	Maximum Building Height
RL	Dwelling, Single Household Detached	TBD - see footnote #4	⁵	25	20	10	20	35
R-1	Dwelling, Single Household Detached	1 dwelling unit/acre	1 acre	25	20	10	20	35
R-1A	Dwelling, Single Household Detached	2 dwelling units/acre	½ acre	25	20	10	20	35
R-1B	Dwelling, Single Household Detached	3 dwelling units/acre	⅓ acre	25	20	10	20	35
R-2	Dwelling, Single Household Detached	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Duplex	7.75 dwelling units/acre	11,250	25	20	5	20	35
R-3	Single-household detached	7 dwelling units/acre	6,250	15	20	5	15	35
	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40
R-3A	Single-household detached	8.7 dwelling units/acre	5,000	15	20	5	15	35

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	Duplex	9.3 dwelling units/acre	9375	15	20	5	15	35
	Single-household attached	15 dwelling units/acre	2,900/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	15 dwelling units/acre	2,900/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40
R-4	Single-household detached	17.4 dwelling units/acre	2,500	15	20; 5 w/ rear-loaded garage	5	10	35
	Duplex	17.4 dwelling units/acre	5,000	15	20	5	15	35
	Single-household attached	18.9 dwelling units/acre	2,300/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	18.9 dwelling units/acre	2,300/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	24 dwelling units/acre	1,815/dwelling unit	15	20	10	15	40
R-5	Single-household detached	3.6 dwelling units/acre	12,000	25	20	5	20	35
	Duplex	7.2 dwelling units/acre	12,000	25	20	5	20	35
	Manufactured Home	3.6 dwelling units/acre	12,000	25	20	10	20	35
R-6	Single-household detached	5.8 dwelling units/acre	7,500	25	20	5	15	35
	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/dwelling unit	25	20; 5 w/ rear-loaded garage	10 to bldg. lot line	20	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40

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	Manufactured Home	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Tiny Home	5.8 dwelling units/acre	7,500	15	20	5	15	35
MHR	Manufactured Homes except MH Parks ⁶	14.5 dwelling units/acre	3,000	5	10	10	10	35
	Dwelling, Single Household Detached	14 dwelling units/acre	3,125	5	10	10	10	35
	Tiny Home except Tiny Home Communities ⁷	14.5 dwelling units/acre	3,000	5	10	10	10	35
OR	All Non-Residential		6,250	15	15	5	15	35
p ⁸	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-1	No Req.		No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.
B-2	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-2A	All Non-Residential		N/A	25	N/A	N/A	25	35
B-3	All Non-Residential		N/A	25	N/A	N/A	25	35
B-4	All Non-Residential		N/A	25	N/A	N/A	25	35
I-1	All Non-Residential		½ acre	25	N/A	N/A	25	N/A
I-2	All Non-Residential		½ acre	25	N/A	N/A	25	N/A

² Residential uses in the OR, P, B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the R-3A zone. Residential uses in the B-1 District shall comply with the density standards in the R-3A zone, but are not required to comply with the dimensional standards.

³ Commercial and institutional uses in the RL, R-1, R-1A, R-1B, R-2, R-3, R-3A, R-4, R-5, R-6 and MHR zone districts shall comply with the applicable dimensional requirements as set out for the "OR" zone.

⁴ Applies per lot; not per primary dwelling unit. Where specified as square footage per dwelling unit for multiple unit dwelling types does not imply a minimum dwelling unit size; there is no minimum dwelling unit size.

⁵ A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

⁶ Dimensional requirements for manufactured home parks are controlled by Chapter 11-13-5 of this Title.

⁷ Dimensional requirements for tiny home communities are controlled by Chapter 11-13-12 of this Title.

⁸ City facilities are exempt from these standards.

(B) Additional Dimensional Requirements.

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- (1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area. In all other situations, accessory structure setbacks are the same as principal structure setbacks.
 - (2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.
 - (3) Garage doors which face an alley require a five-foot minimum setback.
 - (4) In zone districts where residential front setbacks are 15 feet or less, the garage setback shall be a minimum of 25 feet.
 - (5) Accessory structures shall not be located in the front yard of a principal structure, except for minor and commonplace accessory structures such as public utility installations, mail boxes, lamp posts and structures of a like nature.
 - (6) Lot depth and width is determined through the subdivision process in Section 11-5-13(b)(3) of these regulations.
 - (7) Other permitted exceptions and encroachments into required setbacks and height limits are specified in Section 11-8-10 of this title.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-8. Planned Development (PD).

- (A) *Intent.* The intent of this Section is to encourage the development of tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements of residential units.
- (B) *General Provisions.*
 - (1) A planned development must be in substantial conformity with the Comprehensive Plan.
 - (2) A minimum of 20 percent of the gross area of the planned development must be preserved as useable open space, as defined in Section 11-15-2. The 20 percent useable open space requirement shall not apply to a proposed PD containing six or fewer units and processed under Subsection C(5).
 - (3) Planned developments in the "RL" zoning district must consider and reasonably minimize adverse impacts on existing agricultural uses or other property in the area.
 - (4) Residential dwellings may be clustered, including the use of single-household dwelling, duplex and multi-household dwellings.
 - (5) Affordable housing, as defined in Section 11-15-2, may be included in a planned development.
 - (6) Approval of a planned development by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the developer does not accept all conditions, that development must adhere to standard subdivision and zoning requirements.
- (C) *Permitted Uses in a PD.*
 - (1) Any use permitted in the underlying zone district, limited as to its status as a use by right, a conditional use, or a temporary use, unless otherwise limited or permitted on the PD plan.
- (D) *Administrative PD Procedure.* This procedure is applicable for planned developments containing six or fewer units:

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- (1) All lots or tracts are adjacent to a dedicated and accepted public street;
 - (2) The lots are part of a subdivision or PD plat that has been previously approved and/or accepted by the City and recorded in the Montrose County Records;
 - (3) All improvements required by applicable City ordinances and regulations, including those related to PD Plans, are already in existence and available to serve each lot, or secured;
 - (4) No part of the Administrative PD has been approved as part of an Administrative PD within three years prior to the date of submission of the Administrative PD plat;
 - (5) No material changes to prior restrictions or easements are proposed; and
 - (6) Provisions of Section 11-5-3(B) through and including (E) of this Title shall apply.
 - (7) Approval of an Administrative PD by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the applicant does not accept all conditions, that development must adhere to standard subdivision or PD requirements, and proceed through the applicable approval process.
 - (8) Prior to any review of the Administrative PD, the applicant shall provide written consent of all property owners within the proposed Administrative PD plan area. To the extent only a portion of a prior-approved Administrative PD plan area is proposed to be amended by the Administrative PD Plan application, then only the consent of the property owners within such portion shall be required.
 - (9) Amendments to Administrative PDs may be submitted for review and approval in the same manner as the initial Administrative PD.

(E) *Dimensional Requirements, Densities.*

- (1) Dimensional requirements, except those relating to overall residential density, which would otherwise be required by the City Zoning Regulations, or other City regulations for the district affected, may be deviated from in accordance with the plan as approved, if the Review Board determines that such deviations are in compliance with the Comprehensive Plan and will promote the public health, safety and welfare.
- (2) The Review Board may impose conditions as necessary or appropriate. The total number of residential units shall not exceed the area of the site divided by the minimum lot sizes specified for the zoning districts included.

(F) *Review of Sketch, Preliminary and Final PD Plan.*

- (1) The sketch plan, preliminary plan and final PD plans shall be reviewed pursuant to the procedures and requirements for subdivisions as set out in Chapter 11-5 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process. For the approval of any preliminary PD Plan or a substantial amendment to a PD plan, a hearing shall be held before City Council.
- (2) Prior to any review of the Sketch, Preliminary and Final PD Plan, the applicant shall provide written consent of all property owners within the proposed PD plan area. For the purposes of this Section, "PD plan area" is the entirety of the territory proposed to be included in a PD plan; provided, however, that for applications for PD plan amendments, only the portion of the PD plan area being amended or affected shall constitute the PD plan area for such application for purposes of consent; nevertheless, all owners of property within the PD must be given notice of the public hearing at which the amendment is to be considered.

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- (3) Conditions may be imposed as appropriate to assure that the PD plan is consistent with the Comprehensive Plan and promotes the public health, safety and welfare.
 - (4) The plan shall show the location, size, number of dwelling units, and other uses, and shall further set out the location of all parks, open space, parking areas, streets, sidewalks, trails, bike paths and other improvements and structures. All information necessary to show compliance with the requirements of this Section shall be submitted. Where appropriate, in lieu of exact locations, numbers and sizes, parameters or limits may be set out.
 - (5) The PD Plan as approved shall be recorded.
 - (6) The final PD plan may be treated as a vested right pursuant to the procedure in 11-4-9.
- (G) *Required Improvements.*
- (1) All PDs shall provide the same improvements as required for subdivisions in Chapter 11-5 of this Title, and security therefore shall be provided as set out in Section 11-5-12 of this Title.
 - (2) All improvements shall be constructed in accordance with standard City design and construction specifications and standards, in substantial conformity with the PD plan, and in accordance with subdivision design standards as set out in Chapter 11-5 of this Title, except as modified by the PD plan.
 - (3) An entity shall be established or provided for ownership and maintenance of all facilities and open spaces, which are approved for common ownership or not dedicated to the City.
 - (4) Flexibility in the scope and design of required improvements and design standards may be allowed to provide for innovative urban design which promotes the public health, safety and welfare. A public street shall be dedicated to the City and developed at the developer's cost to provide direct access to each building with residential units or to the parking lot serving the building.
- (H) *Enforcement and Amendments.*
- (1) The PD plan may be enforced in accordance with or in the same manner as the provisions of the Planned Unit Development Act of 1972, as amended, C.R.S. 1973, § 24-67-101 et seq., as amended or in any lawful manner. In addition, no occupancy permit shall be issued for any building unless all site improvements to serve that unit and any commonly-owned facilities have been completed and approved unless security for completion is provided substantially similar to the security required for subdivision improvements by 11-5-12 of this Title, except that cash must be placed in the escrow account prior to issuance of the occupancy permit.
 - (2) Amended PD plans may be submitted for review and approval in the same manner as the initial PD Plan. An applicant for an Amended PD plan shall submit written consent of the property owners of the portion of the PD plan area to which the application applies, prior to and as a condition of the initiation of review of the application. Written consent from all property owners within the prior-approved PD plan area is not required as part of the Amended PD plan application. Advance notice of any review of an Amended PD plan application by the Planning Commission shall occur pursuant to Chapter 11-4 of this Title, with the added requirement that advance written notice shall be provided to all property owners of record within the prior-approved PD plan area, in addition to all property owners of record adjoining or within 300 feet of the proposed Amended PD plan area.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-9. "REDO" Redevelopment Overlay Zoning District.

- (A) *Intent.*

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- (1) The "REDO" Overlay Zoning District is intended to alleviate certain hardships associated with redevelopment. The district is designed to encourage residential development and redevelopment of existing properties in the core downtown area, with allowances for increased densities compatible with the character of the area.
 - (2) This overlay district allows reduced dimensional standards and a larger variety of housing types than the underlying zoning. Any development making use of the reduced dimensional requirements must meet all applicable criteria in this Section.
- (B) *Applicability.*
- (1) The boundaries of the "REDO" Overlay Zoning District shall be as set forth by ordinance of the City Council, may be shown on the City's Official Zoning Map, and shall be fixed in the manner prescribed by Section 11-7-3.
 - (2) The "REDO" Overlay Zoning District's provisions shall not be applicable to any property within the boundaries of said district, unless the owner of property therein shall deliver written notice to the City, in the manner set forth at subsection 11-7-9(C) of this Section, of said owner's intent to utilize the "REDO" Overlay Zoning District.
 - (3) When selected by a property owner in the manner set forth herein, the "REDO" Overlay Zoning District shall supersede the provisions of the underlying zone for all matters addressed by said "REDO" Overlay Zoning District's provisions; the provisions of the underlying zone shall control all matters not addressed by the "REDO" Overlay Zoning District's provisions.
 - (4) Any requests for use of these "REDO" Overlay Zoning District provisions that involve private use of City property, including rights-of-way, shall be entirely subject to the City's discretion, and shall also be subject to the City's ordinances and regulations pertaining to encroachments and permits for the same.
 - (5) The provisions of the "REDO" Overlay Zoning District shall have no effect whatsoever unless selected in the manner set forth herein.
- (C) *Procedure.*
- (1) Use of the REDO District is initiated by filing an application in the form maintained by the Community Development Department and payment of the application fee.
 - (2) The application shall be reviewed as a minor site development plan under the procedure in Section 11-8-1(I). In the event the application also proposes to subdivide real property, a minor subdivision under Section 11-5-3 shall be applied for and processed at the same time.
- (D) *Standards.*
- (1) All applications shall be subject to the development standards below. To the extent these standards are inapplicable, the standards of the underlying zone apply.
 - (2) Minimum Lot Size: Lots shall be no less than 2,075 square feet in size.
 - (3) Minimum setbacks are as follows: Five feet side, rear, and front yard setbacks. See also Section 11-7-7(B)5.
 - (4) Height: The height of a building shall be as set forth in the underlying zone.
 - (5) Accessory Dwelling Units in the REDO District:
 - (a) ADUs within the REDO District shall comply with the requirements and standards set forth in Section 11-11-5 with the exception of the ADU size limitations in 11-11-5(2), and provided that ADUs may be conveyed separately from the primary dwelling unit.
 - (b) Lots with ADUs shall be no less than 3,125 square feet.

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- (c) An ADU shall not be subject to the 30 percent rear yard area coverage maximum.
- (E) *Design Criteria.*
- (1) All lots within the "REDO" Overlay Zoning District shall be required to have not less than ten feet of street frontage. It is contemplated that lots having a "panhandle" shape may be allowed.
 - (2) If an alley is present, any garage shall be set back a minimum of five feet, when practicable, from the nearest right-of-way line of said alley.
 - (3) Please refer to Section 3-5-12(A)(1) of the Official Code of the City for the water Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new water service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
 - (4) Please refer to Section 3-5-12(G)(4) of the Official Code of the City for the sewer Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new sewer service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
- (F) *Variances.* Variance applications may be considered as to any requirements set forth in Subsections (D) and (E) of this Section. Use of the "REDO" Overlay Zoning District is expressly declared to be elective on the part of the property owner, and is entirely at the property owner's discretion.
- (Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-10. Uncompahgre river buffer overlay zone.

The Uncompahgre River Buffer Zone (URBZ) applies to all land lying within 100 feet of the HWM of the Uncompahgre River, as defined above. The standards of the URBZ and its two sub-areas are not applicable to parcels to which stricter standards may apply via separate agreements (e.g., a pre-annexation agreement).

- (1) The purpose of the URBZ is to establish minimal acceptable requirements for the design of buffers to protect the Uncompahgre River, its wetlands, and floodplains within the City limits; to protect the water quality of the Uncompahgre River within said jurisdiction; to protect riparian and aquatic ecosystems within said jurisdiction; and to provide for the environmentally sound use of land resources within said jurisdiction. Nothing in this Section shall be used as consideration in a pre-annexation agreement or in a negotiation for annexation of land into the City.
- (2) Measurement of the 100 feet URBZ, the two sub-areas within it, and all other related measurements shall be taken as follows: distance is measured horizontally from the HWM, as defined herein, to the location in question. The HWM location used for any given measurement shall be taken from the side of the river closest to the building or other development in issue.
 - (a) The following graphic illustrates how to measure the URBZ:
 - (b) The URBZ provisions shall apply to:
 - (i) Any new development requiring a building permit, except for additions less than 20 percent of the existing building size that do not include any changes to an existing parking lot;
 - (ii) Any new development requiring site development approval;
 - (iii) Subdivision or the division of a tract or parcel of land into two or more parcels;
 - (iv) The improvement of property for any purpose involving construction;
 - (v) Combination of any two or more lots, tracts, or parcels of property for any purpose;

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- (vi) Placement of temporary structures that do not require a building permit or site development plan from the City;
 - (vii) The preparation of land for any of the above purposes.
 - (c) Specific submittal requirements are listed in Appendix One. Upon submittal of the complete application, with all supporting documentation as may be required, City staff shall provide a review of the same. Following City staff review, administrative approval may be granted if the development proposal is an allowed use in the URBZ or applicable URBZ sub-zone, or is a use by right in the URBZ or applicable URBZ sub-zone, and meets all applicable standards. Development proposals which are not allowed uses or uses by right in the URBZ or applicable URBZ sub-zone, or do not meet all the applicable standards, shall be forwarded to the City Planning Commission for review and approval, under procedures set forth below, accompanied by any comments and recommendations from City staff.
 - (d) All proposals shall identify on a site plan the designated Disturbance Envelope for that portion of the project that is proposed to encroach into the URBZ.
 - (e) The applicant shall mark and identify the Disturbance Envelope on the ground in the field and shall maintain construction barrier fencing around the entire perimeter of the Disturbance Envelope throughout the period of construction, until final landscaping is completed. The applicant shall ensure that all surface disturbances are contained within the designated and marked Disturbance Envelope.
 - (f) The URBZ consists of two sub-areas, as follows:
 - (i) *Streamside Zone*. This area is intended to preserve the natural riparian environment. In order to accomplish this goal, there is hereby established a 40-foot buffer area, measured as described above from the HWM. Development in the Streamside Zone is subject to all other applicable permits. Setbacks created herein for the Streamside Zone are in addition to any setbacks which may be applied through the underlying zoning of a parcel.
 - (1) The following are subject to a 40-foot setback from the HWM (i.e., the following shall not be placed or performed within the 40-foot Streamside Zone):
 - (a) Planting of non-native grass turf;
 - (b) Removal of native vegetation;
 - (c) Erection of fences;
 - (d) Construction of hard-surfaced trails that parallel the river;
 - (e) Construction of buildings, other than irrigation pump houses;
 - (f) Construction of parking lots (paved or gravel);
 - (g) Construction or installation of lighting fixtures;
 - (h) Construction or installation of engineered/structural water runoff treatment facilities (such as concrete vaults);
 - (i) Concrete rip-rap;
 - (j) Construction or installation of any other facility not listed in the allowed uses below, and not reasonably compatible with the riparian environment.

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- (2) The following actions, or construction of the following facilities or structures, are permitted within the 40-foot Streamside Zone:
 - (a) Government buildings and facilities;
 - (b) Hard-surfaced trails roughly perpendicular to the river;
 - (c) Soft-surfaced trails (crushed gravel, etc.) whether parallel or perpendicular to the river;
 - (d) Irrigation facilities (including pump houses);
 - (e) Boat put-ins (boat ramps should be soft-surfaced);
 - (f) Planting of native vegetation;
 - (g) Bank stabilization, and river or wildlife habitat restoration;
 - (h) Other uses may be permitted that are directly related to the river, and that do not conflict with the intent of this Section.
 - (3) Exceptions to the above regulations for the Streamside Zone shall be granted or denied through the variance procedures set forth in Section 11-7-13.
- (ii) *Outer Zone.* This area is intended to serve as a buffer between the Streamside Zone, and areas outside the URBZ. Most uses allowed within the underlying zoning district are permitted within the Outer Zone, though certain uses have specific performance standards.
- (1) Uses by right in the Outer Zone:
 - (a) Water runoff treatment structures using swales, native vegetation, and similar measures;
 - (b) Government buildings and facilities;
 - (c) Fences which allow the passage of wildlife; said fences shall be designed as follows:
 - (i) No more than 40 inches in height;
 - (ii) A smooth bottom wire at least 16 inches above ground;
 - (iii) At least 12 inches between the top two wires;
 - (iv) No sharp edges, barbs, or similar devices are permitted;
 - (v) Sheep or woven-wire and wrought-iron style fences with spiked tips are not permitted.
 - (d) Landscaping employing native vegetation types and compatible with the riparian environment;
 - (e) Single household detached dwellings;
 - (f) Recreation trails (all types);
 - (g) Buildings and facilities complying with the underlying zoning district and complying with all of the following performance standards:
 - (i) Structures with windows occupying a minimum of 50 percent of the linear river frontage of the building; and
 - (ii) At least one public entrance directly facing the river; and

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- (iii) Outdoor common areas, seating and/or dining areas; and
 - (iv) High quality building finishes such as brick or stone, or earth tone colors having matte finishes; and
 - (v) Well concealed trash dumpsters; and
 - (vi) Total building facade length shall be less than 50 feet in length parallel to the river; and
 - (vii) Buildings and facilities complying with these performance standards are exempt from the river buffer screening requirements set forth below;
 - (viii) Single household detached dwellings are exempt from these performance standards, except for Subsection (2)(f)(ii)(1)(c) of this Section, as well as the Outer Zone performance standards set forth below.
- (2) The following uses shall not be considered a use by right in the Outer Zone, and are subject to review as Conditional Uses under Section 11-7-6(B) and Chapter 11-4 of this Title:
- (a) Loading docks;
 - (b) Landscaping with non-native vegetation;
 - (c) Engineered or structural water runoff treatment facilities (such as concrete vaults);
 - (d) Other industrial uses;
 - (e) Water treatment facilities employing structural vaults or similar technology are not permitted within the Outer Zone;
 - (f) Parking lots, whether paved or gravel;
 - (g) All other uses not listed in this Subsection.
- (3) *Outer Zone Performance Standards.* If the use or structure does not meet the performance standards in Subsection (2)(f)(ii)(1)(g) of this Section, the following shall be required:
- (a) A minimum 30-foot-wide vegetated buffer with extensive vertical plantings of native vegetation. Said vegetated buffer shall not overlap the 40-foot Streamside Zone.
 - (b) Tree height at maturity shall be as high or higher than the buildings being screened, and vegetation at maturity shall obscure any buildings or other facilities to the maximum extent possible.
 - (c) Said vegetated buffer shall be contiguous to the Streamside Zone, and located between the Streamside Zone, and any parking lot or building.
- (4) *General Standards Applicable within the Outer Zone.*
- (a) Removal of native vegetation is discouraged. Where removal of native vegetation is unavoidable, the removed area shall be mitigated by planting replacement native vegetation, at a minimum 1:1 ratio

(measured in square feet, with a result that an equal amount of vegetation is planted, as was removed) within the URBZ.

- (b) All setbacks oriented toward the river, applicable to or within the Outer Zone, shall be measured from the boundary line between the Streamside Zone, and the Outer Zone.
 - (c) For those zoning districts underlying the URBZ with no side or rear setbacks, the minimum side or rear setbacks shall be ten feet.
 - (d) New buildings, expansions to existing buildings, or parking lots, or driveways shall have a minimum setback of 20 feet from an existing or proposed trail or path.
- (5) Exceptions to the standards and requirements regarding the Outer Zone shall be approved or denied through the procedures applicable to Conditional Uses, as set forth in Section 11-7-6(B) and Chapter 11-4 of this Title.
 - (6) The following uses and structures are prohibited within the URBZ and its two sub-areas:
 - (a) Confined animal feedlots;
 - (b) Storage of hazardous materials or chemical fuels;
 - (c) Aboveground or underground petroleum storage facilities;
 - (d) Septic systems;
 - (e) Solid waste landfills;
 - (f) Junkyards, and salvage yards;
 - (g) Land application of biosolids;
 - (h) Subsurface discharges from wastewater treatment plants.
 - (7) All development within the URBZ shall obtain all applicable local, state and federal permits prior to undertaking any construction or land-disturbing activity.
 - (8) The provisions of the URBZ shall supersede the provisions of the underlying zone, and any other applicable overlay zone, when the provisions of the URBZ are more restrictive.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-11. Nonconforming uses, lots and structures

- (A) Any use, building or structure which at the effective date of the ordinance from which this Title is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Title is derived, was lawfully existing and maintained in accordance with the previously applicable County or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Chapter, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Section. Uses, structures, or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

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- (B) If a use, building or structure is lawfully nonconforming in that it is not a use by right, or a conditional use which has been approved pursuant to the review provisions of Sections 11-7-6(B) and 11-4-2 of this Title, the following shall apply:
- (1) If the building or structure involved in the use is destroyed or damaged so that repair or reconstruction will cost more than 50 percent of the fair market value of the building or structure after repair, it shall no longer be lawful to use the building or premises except in compliance with the use regulations for the district within which it is located.
 - (2) If the nonconforming use is abandoned or discontinued for a period of six months, then the premises may only be used in compliance with the use regulations for the district within which it is located.
 - (3) The use may be continued only substantially as it effective date of the ordinance from which this Chapter is derived or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the review procedure provided in Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6(B) will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Section.
 - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6(B) will be met.
- (C) If the use, building or structure is in compliance with the use regulations for the district within which it is located and is nonconforming only with respect to dimensional requirements, off-street parking requirements, or the regulations governing fences, hedges, walls, or canopies, the following provisions shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected for any length of time, such nonconformity may not be re-established.
 - (2) If the building or structure is damaged so that the cost of replacing or restoring it is greater than 50 percent of its fair market value after replacement, the building or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be re-established by any repair or reconstruction, unless it is unfeasible to repair the building without re-establishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degrees of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degrees or amount of deviation from the requirements of this Chapter.
- (D) *Nonconforming Lots of Record.*
- (1) In any district in which single-household detached dwellings are permitted, a single-household detached dwelling and customary accessory buildings may be erected on any single lot of record, provided that the lot is in separate ownership and not of continuous frontage with other lots under the same ownership. This provision shall apply even though the lot fails to meet the dimensional requirements of the district in which it is located for area, width or both; provided, however, that the requirements of the district for minimum yard dimensions and lot coverage shall be met.
 - (2) If two or more lots or combinations of lots and portion of lots with continuous frontage in single ownership are of record, and part or all of the lots do not meet the requirements of the district in which they are located as to minimum area or frontage or both, the property together shall be

considered to be an undivided parcel and no portion of the parcel shall be sold or used in a manner which diminishes compliance with minimum lot width and area requirements.

- (E) This Section shall not apply to signs. Nonconforming signs shall be governed by the provisions of Section 11-10-3 of this Title.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-12. Rezoning.

(A) *Rezoning.*

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan; or:
 - (i) The existing zoning is erroneous; or
 - (ii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
- (2) Rezoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. The rezoning shall be reviewed for compliance with the criteria of this Subsection in accordance with the review procedures of Chapter 11-4 of this Title. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The City Council may initiate rezoning on its own motion, in which case the Council shall hold a hearing either in conjunction with second reading of a rezoning ordinance, or separately, in substantial compliance with the review procedures of Chapter 11-4 of this Title.
- (3) The City shall not impose conditions on a rezone unless otherwise required by this Title.

(B) *Zoning of Additions.*

- (1) The zoning of additions for all property annexed to the City not previously subject to City zoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. Proceedings concerning the zoning of property to be annexed may commence at any time prior to the effective date of the annexation ordinance, or thereafter as allowed by law. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The zoning of additions shall be subject to the review procedures of Chapter 11-4 and standards of Section 11-7-4 of this Title, and shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan, or such zoning is compatible with conditions in the area, which have changed materially since the Comprehensive Plan was last updated.
- (2) The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.

- (C) *Legislative Zoning.* Comprehensive review and re-enactment of all or a significant portion of the Official Zoning Map shall be a legislative action, and shall not be subject to the review procedures of Chapter 11-4 of this Title or any criteria set out in this Section.

-
- (D) *Enactment by Ordinance.* No amendment, addition to or re-enactment of the Official Zoning Map shall become effective until enacted by an ordinance.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-13. Variances.

- (A) The Planning Commission may grant a variance from the requirements set out in this Chapter, if it determines, following the review procedures of Chapter 11-4 of this Title, that the criteria of this Section will be met. Provided, however, no variance shall be granted from provisions restricting uses by right, accessory and conditional uses within any zoning district.
- (B) Variances shall be granted only if all the following criteria are met:
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property, and violations of code shown by clear and convincing evidence that they were made in good faith, which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.
 - (3) The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their or his predecessors in interest.
 - (4) The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.
 - (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.
- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) Variances shall be granted for sign regulations only if all of the following criteria are met, in lieu of the criteria of Subsection (B) of this Section.
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) The variance requested is the minimum variance that will afford relief.
 - (3) The variance will not result in signage incompatible with other properties in the area and will not affect or impair the value, use of development of such properties.
 - (4) Strict compliance with the regulation presents practical difficulties or unnecessary hardships, and the variance sought falls within the spirit of the sign regulations (Chapter 10 of this Title) as a whole.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

ORDINANCE NO. 2693

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING THE ZONING DISTRICT DESIGNATION OF LOT 1 OF THE MURPHY BOUNDARY LINE ADJUSTMENT FROM "R-1A," LARGE ESTATE DISTRICT TO "OR", OFFICE-RESIDENTIAL DISTRICT.

WHEREAS, the Planning Commission met on August 27, 2025, to consider a rezoning of Lot 1 of the Murphy Boundary Line Adjustment in the City of Montrose; and

WHEREAS, the motion carried and Planning Commission has recommended the zoning changes provided herein; and

WHEREAS, the City Council has determined that such zoning will be consistent with the public health, safety and welfare, the City's Master Plan and changed conditions in the area.

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

SECTION 1:

The Official Zoning Map is amended to designate a portion of Lot 1 of the Murphy Boundary Line Adjustment, more particularly described as:

LOT 1, OF THE MURPHY BOUNDARY LINE ADJUSTMENT, SITUATED IN SECTION 29, TOWNSHIP 49 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

as a "OR", Office-Residential District.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 7th day of October, 2025, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 7th day of October, 2025.

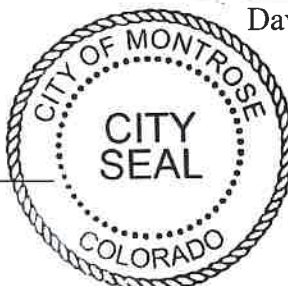


Dave Frank, Mayor

ATTEST:



Lisa DelPiccolo, City Clerk



INTRODUCED, READ and ADOPTED on second reading this 21st day of October, 2025.

Dave Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Senior Planner
DATE: October 21, 2025
RE: Black Canyon Golf Course Boundary Line Adjustment Rezone
ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Excerpts from City of Montrose Municipal Code

City Council Consideration:

City Council is considering the approval of the Black Canyon Golf Course Boundary Line Adjustment Rezone. City Council shall consider all of the information in this memo in making a decision.

Applicant: James Renfrow

Application Background:

The proposal is to rezone a portion of Lot 1 of the Black Canyon Golf Course Boundary Line Adjustment, approximately 0.62 acres, from “P” Public District to “R-1A” Large Estate District. The property is addressed as 2400 Columbine Lane. This property recently underwent a boundary line adjustment between two properties with different zoning designations, and this rezone will remove the current split zoning designation.

The Planning Commission unanimously voted to recommend approval of this rezone request at the August 27, 2025 Planning Commission meeting.

Proposed Zoning: “R-1A” Large Estate District



Staff Analysis:

1. Municipal Code, Section 11-7-12(A), Rezoning.
“Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
 - a) The amendment is not adverse to the public health, safety and welfare; and
 - b) The amendment is in substantial conformity with the master plan; or
 - i. The existing zoning is erroneous; or
 - ii. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.”
2. The City Council should consider the merits of the proposed rezone only and make a decision based on whether it should be rezoned to “R-1A” Large Estate District. The current zoning is “P” Public District.
 - Zoning Regulations. The "R-1A" Large Estate District is intended to provide for large single-household detached dwelling residential lots within a semi-rural environment.
3. This property is adjacent to properties that are zoned “R-1A” Large Estate District and “P” Public District.
4. General Conformance with the Comprehensive Plan:
 - The Comprehensive Plan Future Land Use Map (Chapter 5) designates this area as Public. This land use designation is to suggest potential locations for parks, open space, trails, schools, churches, cemeteries, and public buildings.
 - Staff finds that the proposed zoning meets the goals and objectives of the Comprehensive Plan.
5. The “R-1A” zoning designation does not appear to be adverse to the public health, safety and welfare, and is consistent with Municipal Code requirements, zoning in the surrounding area, and the Comprehensive Plan.

Staff Recommendation:

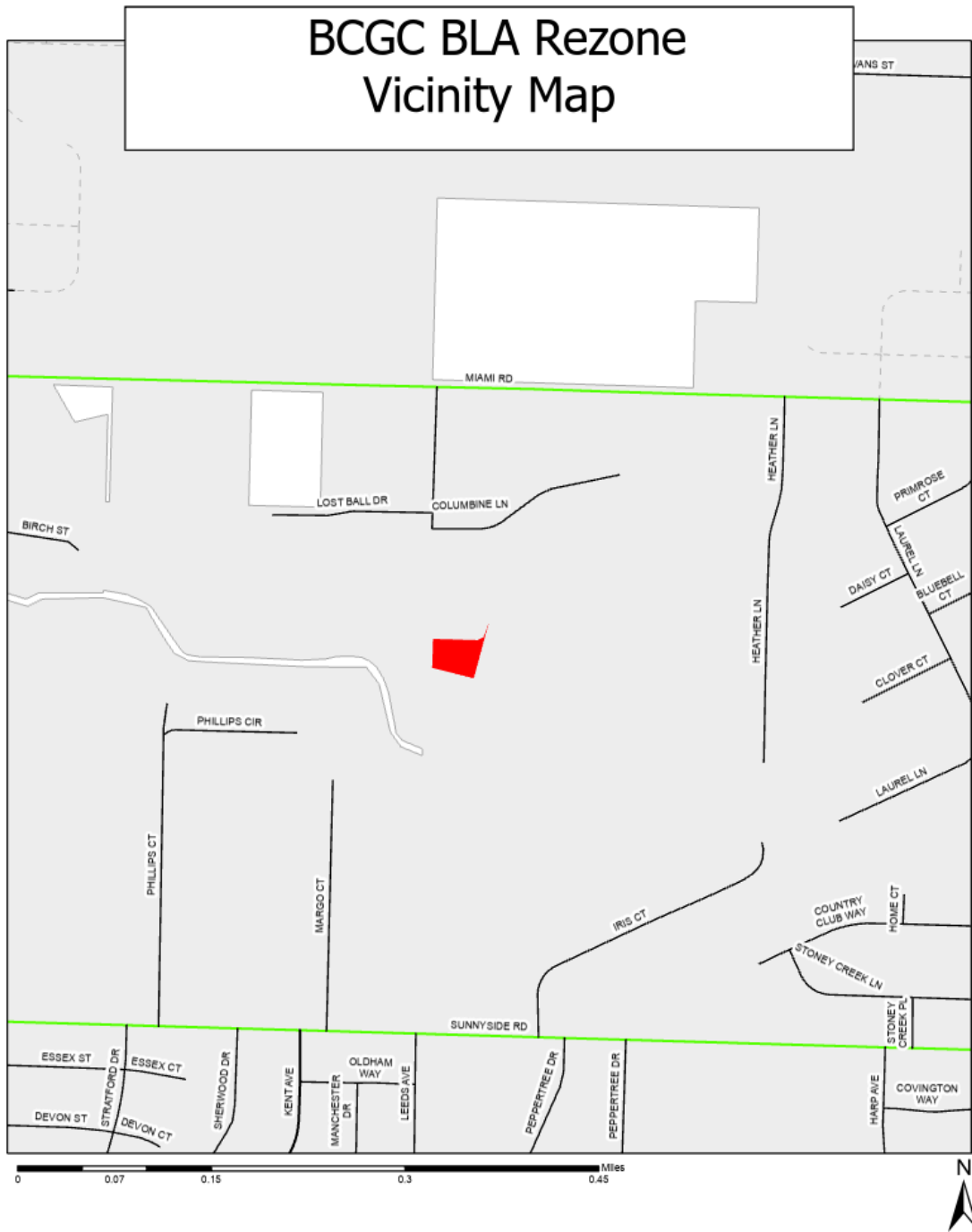
Staff finds that the rezone criteria has been met; it is in compliance with the Comprehensive Plan; it is compatible with existing uses in the surrounding area; and therefore, recommends approval of the "R-1A" Large Estate District.

City Council Options:

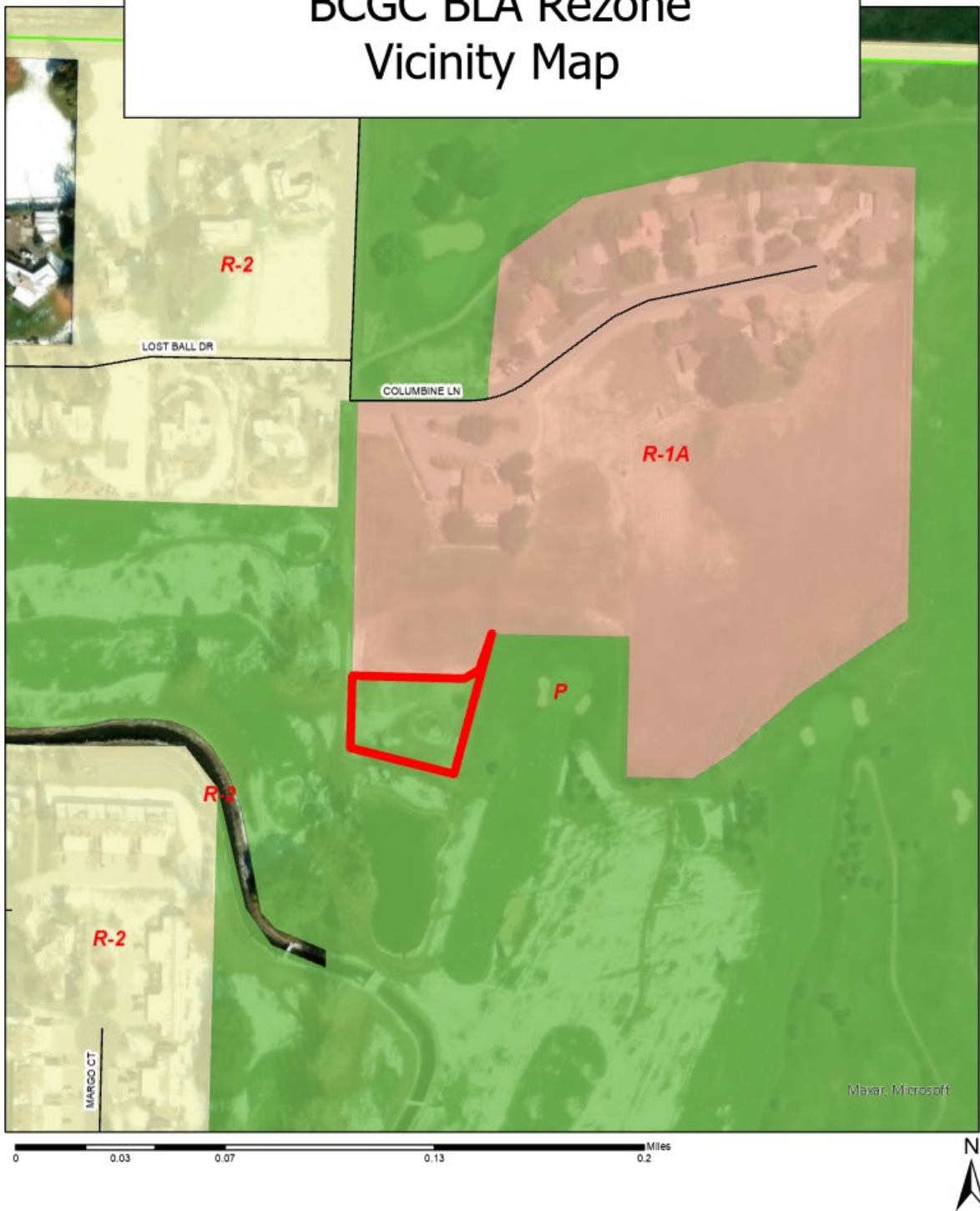
1. Accept the Planning Commission recommendation and approve the rezone.
2. Deny the request for a rezone and schedule a de novo hearing. The hearing date should be established in consultation with the City Attorney.



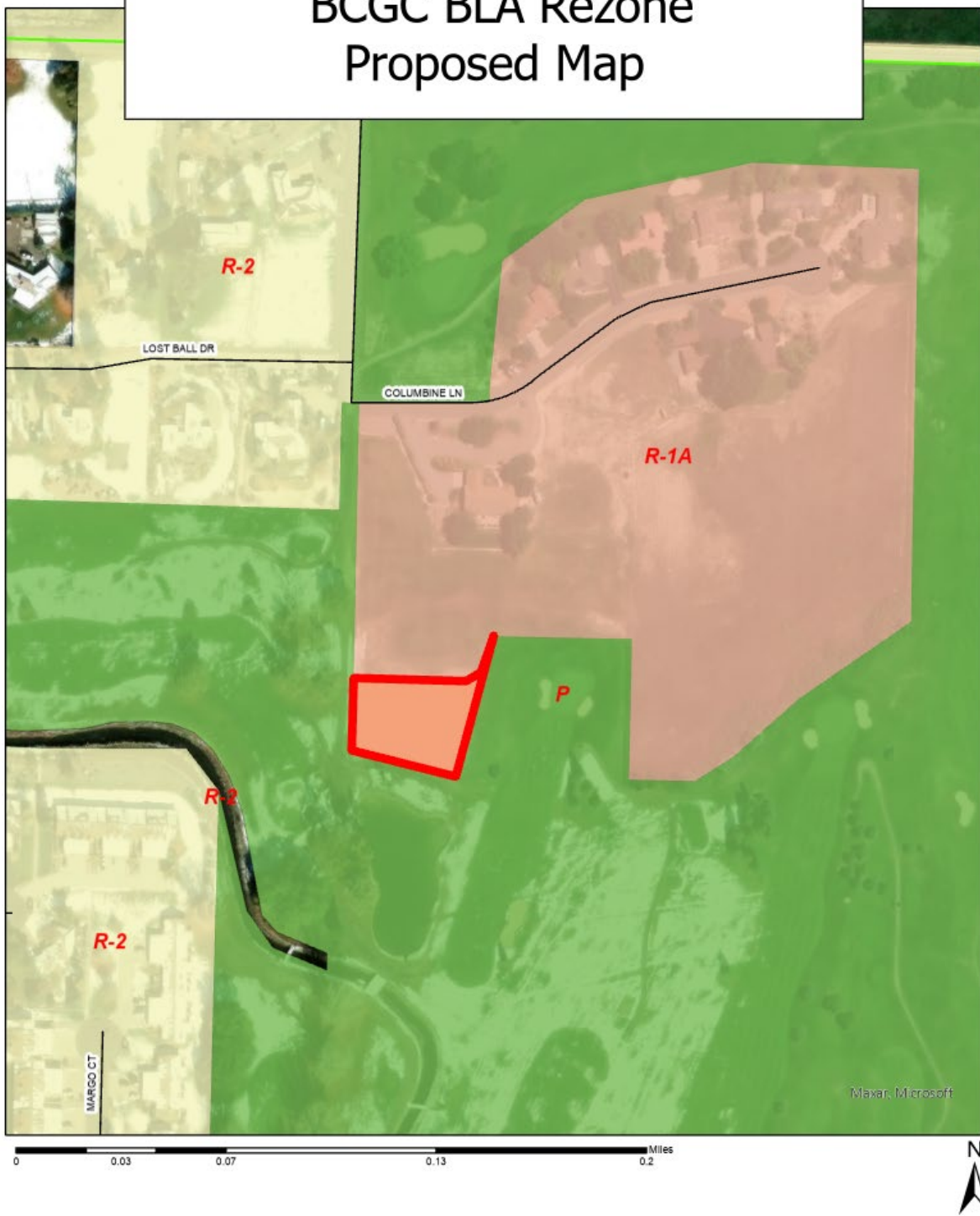
EXHIBIT A: Maps



BCGC BLA Rezone Vicinity Map



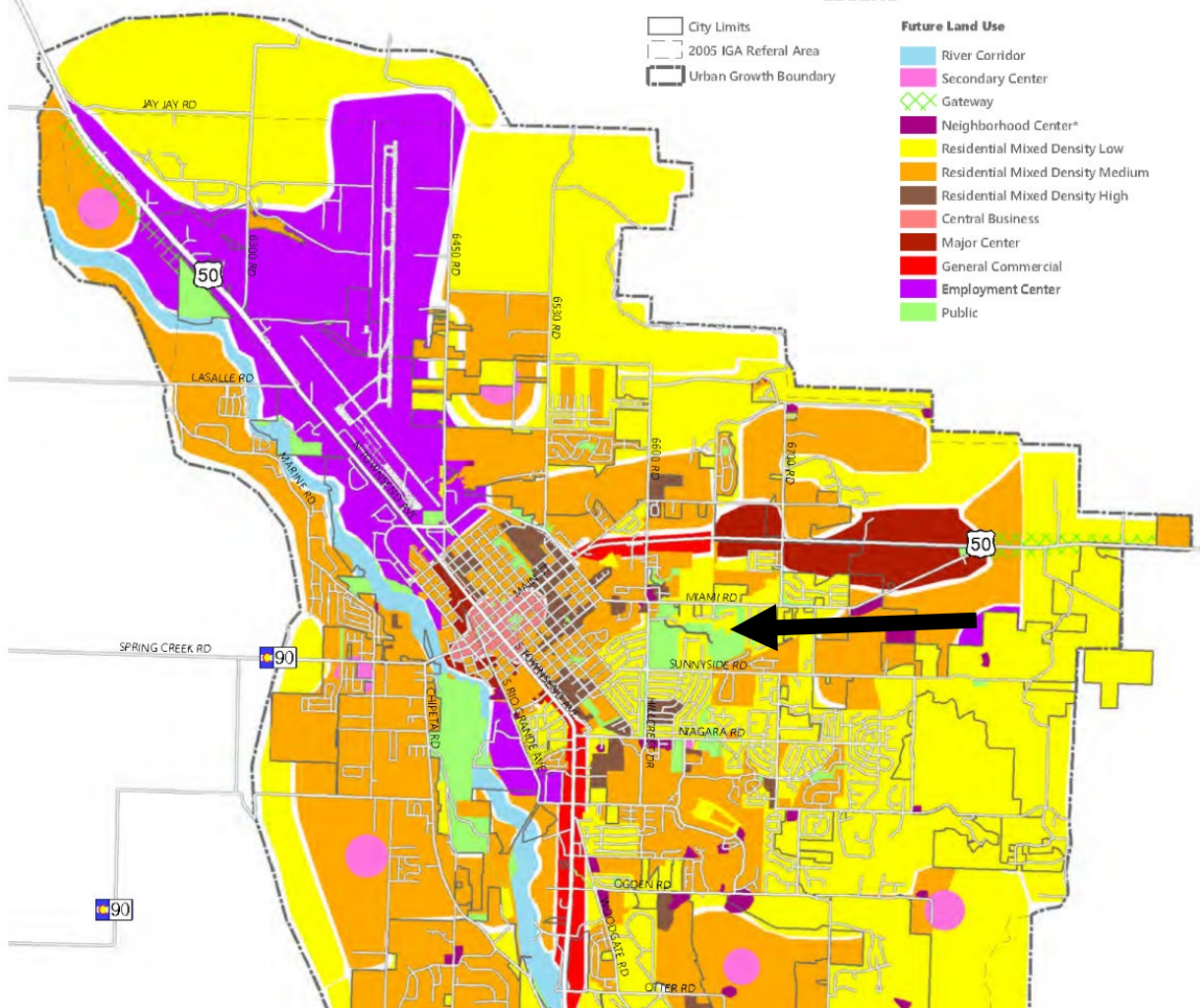
BCGC BLA Rezone Proposed Map



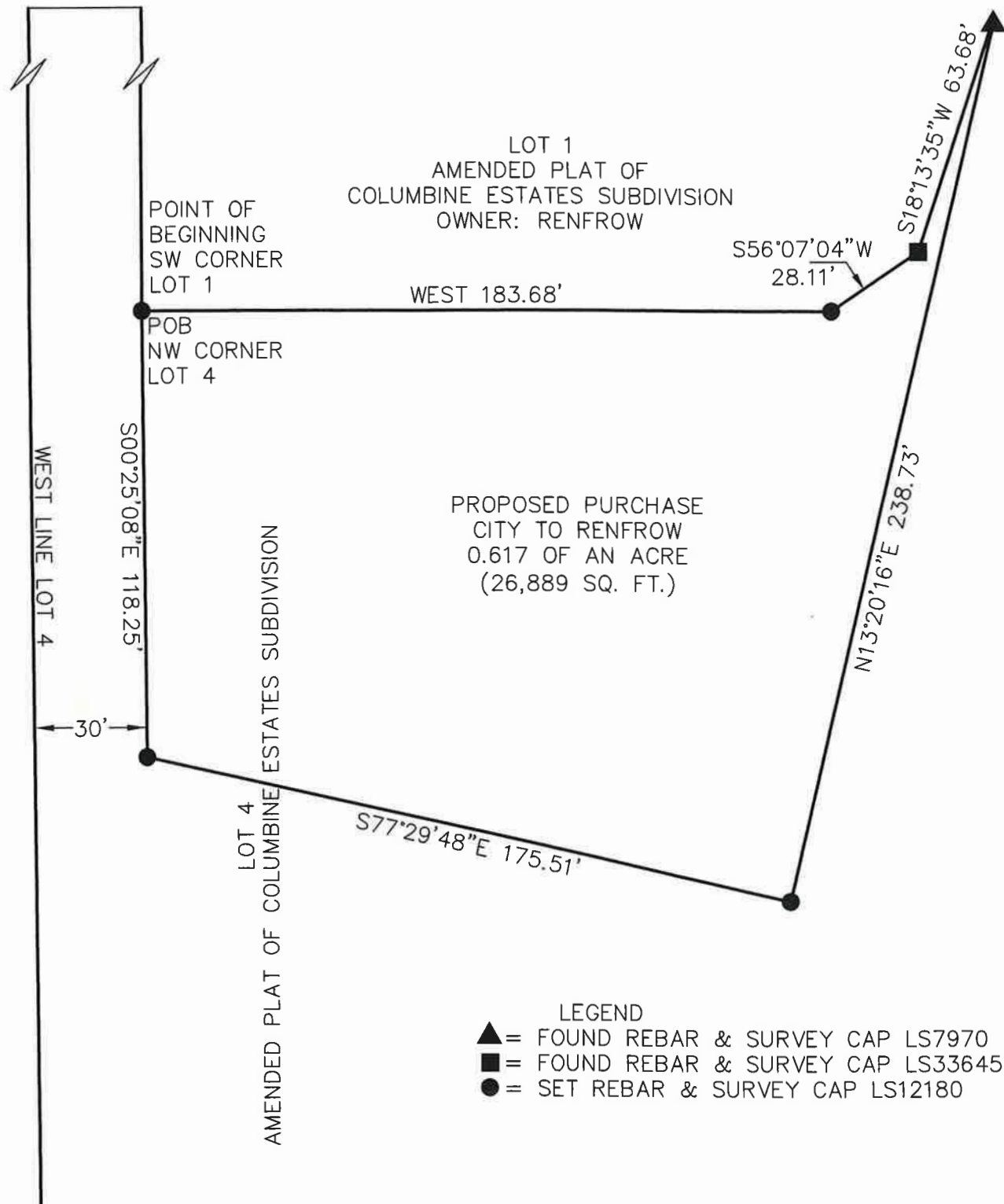
Comprehensive Plan Future Land Use Map

FUTURE LAND USE

MAP 5.1



REVISED SKETCH FOR PROPOSED PURCHASE FROM CITY OF MONTROSE
A PORTION OF LOT 4, AMENDED PLAT OF COLUMBINE ESTATES SUBDIVISION
SITUATED IN THE W1/2SE1/4 SEC. 6, T49N, R9W, N.M.P.M.
CITY OF MONTROSE, MONTROSE COUNTY, COLORADO

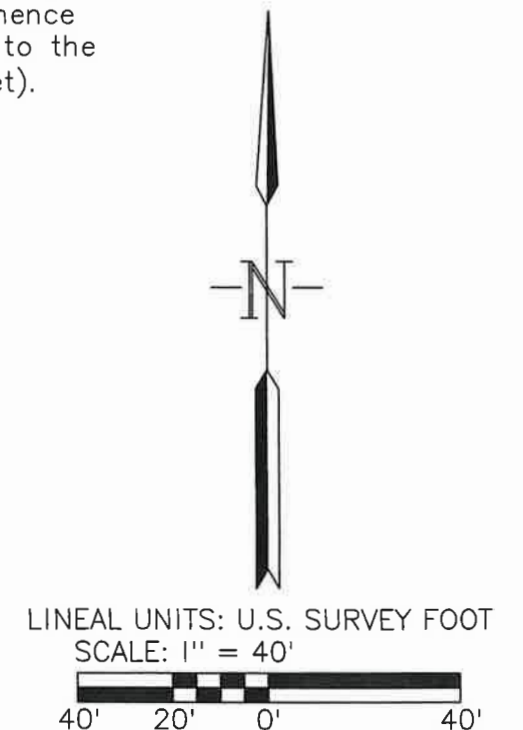
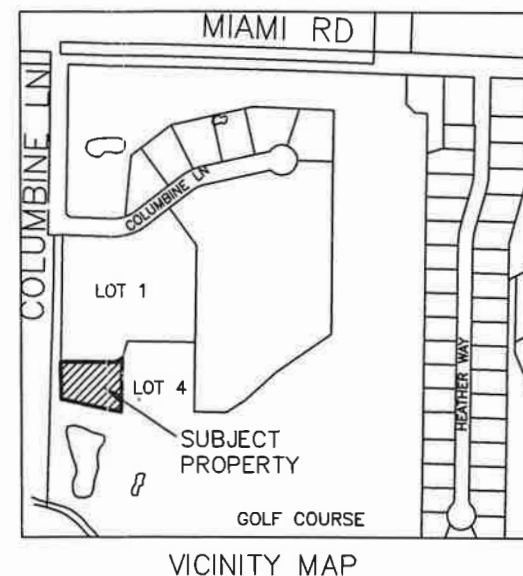


- LEGEND
- ▲ = FOUND REBAR & SURVEY CAP LS7970
 - = FOUND REBAR & SURVEY CAP LS33645
 - = SET REBAR & SURVEY CAP LS12180

PROPERTY DESCRIPTION

A tract of land situated in W1/2SE1/4 Section 6, Township 49 North, Range 9 West, N.M.P.M. and being a part of Lot 4, Amended Plat of Columbine Estates Subdivision, City of Montrose, Montrose County, Colorado and being more particularly described as follows: Beginning at the southwest corner of Lot 1, said Amended Plat of Columbine Estates Subdivision; thence S00°25'08"E parallel to and 30 ft. east of the west line of said Lot 4, a distance of 118.25 ft.; thence S77°29'48"E, 175.51 ft.; thence N13°20'16"E, 238.73 ft. to a found rebar and survey cap stamped LS7970 marking a corner of said Lot 4, Amended Plat of Columbine Estates Subdivision; thence S18°13'35"W along the boundary line of said Lot 4, a distance of 63.68 ft. to a rebar and survey cap stamped LS33645 marking a corner of said Lot 4; thence continuing along the boundary line of said Lot 4, S56°07'04"W, 28.11 ft. to a corner of said Lot 4; thence continuing along the boundary line of said Lot 4, West, 183.68 ft. to the point of beginning, containing 0.617 of an acre (26,889 square feet).

William D. Wiley 10-8-2021
William D. Wiley
Colorado Registered Land Surveyor
#12180



BOOK 766
PAGE 13
DATE 10/8/21

FOR: JIM RENFROW

MESA SURVEYING ASSOCIATES
P.O. BOX 1287 MONTROSE, CO 81402
(970) 240-9994

FILE NO.
21-99

CHAPTER 11-7. ZONING REGULATIONS¹

Sec. 11-7-1. General provisions.

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-2. Official zoning map.

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

¹Ord. No. 2677, § 1(exh. A), adopted Dec. 17, 2024, repealed the former Ch. 11-7, §§ 11-7-1—11-7-13, and enacted a new Ch. 11-7 as set out herein. The former Ch. 11-7 pertained to similar subject matter and derived from Ord. No. 2626, § 3(exh. A), adopted May 16, 2023; Ord. No. 2646, §§ 1, 2, adopted Nov. 14, 2023; and Ord. No. 2672, §§ 1, 2, adopted Sept. 17, 2024.

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

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

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

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

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

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-5. Districts established.

- (A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residential dwellings.

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- (1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - (2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.
 - (3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single-household detached dwelling residential lots within a semi-rural environment.
 - (4) The "R-2" Low Density District is intended to provide primarily for development of single-household detached and duplex dwellings, along with certain other compatible land uses.
 - (5) The "R-3" Medium Density District is intended to provide for an area which is suitable primarily for single-household detached, attached and duplex dwellings, along with certain other compatible land uses.
 - (6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable primarily for single household attached, triplex, fourplex and other medium density multi-household dwellings, along with certain other compatible land uses.
 - (7) The "R-4" High Density District is intended to provide primarily for high density multi-household dwellings and to allow variety in higher density single household and duplex dwellings and other forms of innovative housing development types.
 - (8) The "R-5" Low Density/Manufactured Housing District is intended to provide primarily for low density development of single-household detached and duplex manufactured home dwellings, along with certain other compatible land uses.
 - (9) The "R-6" Medium Density/Manufactured Housing District is intended to provide primarily for medium-density development for single-household attached,, triplex and fourplex manufactured home dwellings, along with certain other compatible land uses.
 - (10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for manufactured housing developments or tiny home communities, along with certain other compatible land uses.
- (B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.
- (1) The "OR" Office-Residential District is intended to provide for a mix of offices and residential dwellings in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
- (C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.
- (1) The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - (2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.
 - (3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.
 - (4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.

-
- (5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.
 - (6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.
 - (D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.
 - (1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.
 - (2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.
 - (E) Dimensional requirements are set out in Section 11-7-7.
- (Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-6. District uses.

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

-
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.

(E) *Temporary Use Permits.*

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

Table 7.1
Allowed Temporary Uses

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

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within 30 days of the decision being appealed.
 - (b) The City Council shall consider the 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	P									
Short-term rentals	P	P	P	P	P	P	P	P	P	P
Assisted living facility					C	C	C		C	C
Childcare facility	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P

Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	P	P	P	P	P	P	P	P	P	P
Schools; Elementary, Middle and High	C	C	C	C	C	C	C	C	C	C
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling Unit (See Sec. 11-11-5)	C	C	C	P	P	P	P	P	P	
Dwelling, Duplex				P	P	P	P	P	P	
Dwelling, Fourplex					C	P	P		C	
Dwelling, Multi-household					C	P	P		C	
Dwelling, Single-Household Attached					P	P	P		P	
Dwelling, Single-Household Detached	P	P	P	P	P	P	C	P	P	P
Dwelling, Tiny Home									P	P
Tiny Home Community										P
Dwelling, Triplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (See Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured home				¹				P	P	P
Manufactured home park (See Sec. 11-13)										P
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))	T	T	T	T	T	T	T	T	T	T

Travel home (See Sec. 11-13-6(2))	T	T	T	T	T	T	T	T	T	T
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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
Vehicle sales, rental, repair or service establishments			C	C	P	P		P	P
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials business			C	P	P	P		P	P
Commercial greenhouse				C	C	P	C	P	P
Electric vehicle charging station, retail		P	P	P	P	P	C		
Farm implement sales or service establishment					P	P		P	P
Food truck court		P	P	P	P	P	P	C	C
Fueling station or other retail use having fuel pumps (See Sec. 11-11-4)			P	P	P	P	C	C	C
Funeral home			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facility, self-service				P	P	P	P		
Manufactured home, tiny home and travel home sales or service establishments					P	P		P	P
Medical clinic	P		P	P	P	P	P	P	C
Micro-brewery, micro-distillery, or micro-winery			P	P	P	P	P	P	C
Office, business	P		P	P	P	P	P	P	P
Outpatient drug treatment clinic	P								
Travel home park (See Sec. 11-13)				C	C	C			
Campground				C	C	C			
Rental business					P	P		C	C
Restaurant			P	P	P	P	P	C	C
Drive-in or drive-through			C	P	P	P	C	C	C
Retail sales and personal service establishments	C		P	P	P	P	P	P	C
Retail sales and personal service establishments with limited manufacturing				C	C	C		P	C

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Sexually oriented business (See Sec. 11-12-1)									P
Shooting range, indoor						C		C	C
Short-term rentals	P		P	P	P	P	P	P	P
Bar or tavern			P	P	P	P	C	C	C
Theater			C	P	P	P			
Veterinary clinic or hospital, small animal				P	P	P		C	C
Veterinary clinic or hospital, large animal					P	P		C	C
Storage facilities, fuels and chemicals						P		P	P
Aircraft support services								P	P
Construction equipment storage facility						P		P	P
Feed storage and sales establishments						P		P	P
Fulfillment Center				C	C	C		P	P
Manufacturing and non- manufacturing uses (See Sec. 11-11-4)					C	C		P	P
Industrial use, other								C	P
Storage facilities, indoor			C	P	P	P	C	P	P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operation			C	C	C	C		P	P
Airport								P	P
Assisted living facility	C			P	P	P			
Childcare facility	P	P	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospital	P								
Library		P	P	P	P	P			
Museum or visitor center		P	P	P	P	P			
Parking facility	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P		C	C

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Religious assembly	P	P	P	P	P	P	P	C	C
Schools; Elementary, Middle and High	C	P	C	C	C	C	C		
Live/work unit	P	P	P	P	P	P	P	P	P
Mixed use building	P	P	P	P	P	P	P	P	P
Golf course		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facility, indoor		C	C	P	P	P	C	P	P
Private recreation facility, outdoor		C		P	P	P		P	P
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P
Dwelling, Duplex	P	P	P	P	P	P	P	P	P
Dwelling, Fourplex	P	P	P	P	P	P	P	P	P
Dwelling, Multi-household	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Attached	P	P	P	P	P	P	P	P	P
Dwelling, Single Household Detached	P	P	P	P	P	P	P	P	P
Dwelling, Tiny Home		P							
Dwelling, Triplex	P	P	P	P	P	P	P	P	P
Group home - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group home - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group home (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Supportive housing	C					C		C	
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Solar farms								P	P
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))	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

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(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-7. District standards.

(A) Tabulated requirements for principal uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

District	Use ^{2 3}	Maximum Density	Minimum Lot Size ⁴	Front	Rear	Side	Corner Lot	Maximum Building Height
RL	Dwelling, Single Household Detached	TBD - see footnote #4	⁵	25	20	10	20	35
R-1	Dwelling, Single Household Detached	1 dwelling unit/acre	1 acre	25	20	10	20	35
R-1A	Dwelling, Single Household Detached	2 dwelling units/acre	½ acre	25	20	10	20	35
R-1B	Dwelling, Single Household Detached	3 dwelling units/acre	⅓ acre	25	20	10	20	35
R-2	Dwelling, Single Household Detached	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Duplex	7.75 dwelling units/acre	11,250	25	20	5	20	35
R-3	Single-household detached	7 dwelling units/acre	6,250	15	20	5	15	35
	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40
R-3A	Single-household detached	8.7 dwelling units/acre	5,000	15	20	5	15	35

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	Duplex	9.3 dwelling units/acre	9375	15	20	5	15	35
	Single-household attached	15 dwelling units/acre	2,900/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	15 dwelling units/acre	2,900/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40
R-4	Single-household detached	17.4 dwelling units/acre	2,500	15	20; 5 w/ rear-loaded garage	5	10	35
	Duplex	17.4 dwelling units/acre	5,000	15	20	5	15	35
	Single-household attached	18.9 dwelling units/acre	2,300/dwelling unit	15	20; 5 w/ rear-loaded garage	10 to bldg. lot line	15	35
	Triplex or Fourplex	18.9 dwelling units/acre	2,300/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	24 dwelling units/acre	1,815/dwelling unit	15	20	10	15	40
R-5	Single-household detached	3.6 dwelling units/acre	12,000	25	20	5	20	35
	Duplex	7.2 dwelling units/acre	12,000	25	20	5	20	35
	Manufactured Home	3.6 dwelling units/acre	12,000	25	20	10	20	35
R-6	Single-household detached	5.8 dwelling units/acre	7,500	25	20	5	15	35
	Duplex	9.3 dwelling units/acre	9,375	15	20	5	15	35
	Single-household attached	9.3 dwelling units/acre	4,700/dwelling unit	25	20; 5 w/ rear-loaded garage	10 to bldg. lot line	20	35
	Triplex or Fourplex	9.3 dwelling units/acre	4,700/dwelling unit	15	20; 10 w/alley	15 to bldg. lot line	20	35
	Multi-household	15 dwelling units/acre	2,900/dwelling unit	15	20	10	15	40

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	Manufactured Home	5.8 dwelling units/acre	7,500	25	20	5	20	35
	Tiny Home	5.8 dwelling units/acre	7,500	15	20	5	15	35
MHR	Manufactured Homes except MH Parks ⁶	14.5 dwelling units/acre	3,000	5	10	10	10	35
	Dwelling, Single Household Detached	14 dwelling units/acre	3,125	5	10	10	10	35
	Tiny Home except Tiny Home Communities ⁷	14.5 dwelling units/acre	3,000	5	10	10	10	35
OR	All Non-Residential		6,250	15	15	5	15	35
p ⁸	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-1	No Req.		No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.
B-2	All Non-Residential		N/A	15	N/A	N/A	15	N/A
B-2A	All Non-Residential		N/A	25	N/A	N/A	25	35
B-3	All Non-Residential		N/A	25	N/A	N/A	25	35
B-4	All Non-Residential		N/A	25	N/A	N/A	25	35
I-1	All Non-Residential		½ acre	25	N/A	N/A	25	N/A
I-2	All Non-Residential		½ acre	25	N/A	N/A	25	N/A

² Residential uses in the OR, P, B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the R-3A zone. Residential uses in the B-1 District shall comply with the density standards in the R-3A zone, but are not required to comply with the dimensional standards.

³ Commercial and institutional uses in the RL, R-1, R-1A, R-1B, R-2, R-3, R-3A, R-4, R-5, R-6 and MHR zone districts shall comply with the applicable dimensional requirements as set out for the "OR" zone.

⁴ Applies per lot; not per primary dwelling unit. Where specified as square footage per dwelling unit for multiple unit dwelling types does not imply a minimum dwelling unit size; there is no minimum dwelling unit size.

⁵ A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

⁶ Dimensional requirements for manufactured home parks are controlled by Chapter 11-13-5 of this Title.

⁷ Dimensional requirements for tiny home communities are controlled by Chapter 11-13-12 of this Title.

⁸ City facilities are exempt from these standards.

(B) Additional Dimensional Requirements.

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- (1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area. In all other situations, accessory structure setbacks are the same as principal structure setbacks.
 - (2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.
 - (3) Garage doors which face an alley require a five-foot minimum setback.
 - (4) In zone districts where residential front setbacks are 15 feet or less, the garage setback shall be a minimum of 25 feet.
 - (5) Accessory structures shall not be located in the front yard of a principal structure, except for minor and commonplace accessory structures such as public utility installations, mail boxes, lamp posts and structures of a like nature.
 - (6) Lot depth and width is determined through the subdivision process in Section 11-5-13(b)(3) of these regulations.
 - (7) Other permitted exceptions and encroachments into required setbacks and height limits are specified in Section 11-8-10 of this title.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-8. Planned Development (PD).

- (A) *Intent.* The intent of this Section is to encourage the development of tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements of residential units.
- (B) *General Provisions.*
 - (1) A planned development must be in substantial conformity with the Comprehensive Plan.
 - (2) A minimum of 20 percent of the gross area of the planned development must be preserved as useable open space, as defined in Section 11-15-2. The 20 percent useable open space requirement shall not apply to a proposed PD containing six or fewer units and processed under Subsection C(5).
 - (3) Planned developments in the "RL" zoning district must consider and reasonably minimize adverse impacts on existing agricultural uses or other property in the area.
 - (4) Residential dwellings may be clustered, including the use of single-household dwelling, duplex and multi-household dwellings.
 - (5) Affordable housing, as defined in Section 11-15-2, may be included in a planned development.
 - (6) Approval of a planned development by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the developer does not accept all conditions, that development must adhere to standard subdivision and zoning requirements.
- (C) *Permitted Uses in a PD.*
 - (1) Any use permitted in the underlying zone district, limited as to its status as a use by right, a conditional use, or a temporary use, unless otherwise limited or permitted on the PD plan.
- (D) *Administrative PD Procedure.* This procedure is applicable for planned developments containing six or fewer units:

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- (1) All lots or tracts are adjacent to a dedicated and accepted public street;
 - (2) The lots are part of a subdivision or PD plat that has been previously approved and/or accepted by the City and recorded in the Montrose County Records;
 - (3) All improvements required by applicable City ordinances and regulations, including those related to PD Plans, are already in existence and available to serve each lot, or secured;
 - (4) No part of the Administrative PD has been approved as part of an Administrative PD within three years prior to the date of submission of the Administrative PD plat;
 - (5) No material changes to prior restrictions or easements are proposed; and
 - (6) Provisions of Section 11-5-3(B) through and including (E) of this Title shall apply.
 - (7) Approval of an Administrative PD by the City is purely discretionary. If the City and the applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the applicant does not accept all conditions, that development must adhere to standard subdivision or PD requirements, and proceed through the applicable approval process.
 - (8) Prior to any review of the Administrative PD, the applicant shall provide written consent of all property owners within the proposed Administrative PD plan area. To the extent only a portion of a prior-approved Administrative PD plan area is proposed to be amended by the Administrative PD Plan application, then only the consent of the property owners within such portion shall be required.
 - (9) Amendments to Administrative PDs may be submitted for review and approval in the same manner as the initial Administrative PD.

(E) *Dimensional Requirements, Densities.*

- (1) Dimensional requirements, except those relating to overall residential density, which would otherwise be required by the City Zoning Regulations, or other City regulations for the district affected, may be deviated from in accordance with the plan as approved, if the Review Board determines that such deviations are in compliance with the Comprehensive Plan and will promote the public health, safety and welfare.
- (2) The Review Board may impose conditions as necessary or appropriate. The total number of residential units shall not exceed the area of the site divided by the minimum lot sizes specified for the zoning districts included.

(F) *Review of Sketch, Preliminary and Final PD Plan.*

- (1) The sketch plan, preliminary plan and final PD plans shall be reviewed pursuant to the procedures and requirements for subdivisions as set out in Chapter 11-5 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process. For the approval of any preliminary PD Plan or a substantial amendment to a PD plan, a hearing shall be held before City Council.
- (2) Prior to any review of the Sketch, Preliminary and Final PD Plan, the applicant shall provide written consent of all property owners within the proposed PD plan area. For the purposes of this Section, "PD plan area" is the entirety of the territory proposed to be included in a PD plan; provided, however, that for applications for PD plan amendments, only the portion of the PD plan area being amended or affected shall constitute the PD plan area for such application for purposes of consent; nevertheless, all owners of property within the PD must be given notice of the public hearing at which the amendment is to be considered.

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- (3) Conditions may be imposed as appropriate to assure that the PD plan is consistent with the Comprehensive Plan and promotes the public health, safety and welfare.
 - (4) The plan shall show the location, size, number of dwelling units, and other uses, and shall further set out the location of all parks, open space, parking areas, streets, sidewalks, trails, bike paths and other improvements and structures. All information necessary to show compliance with the requirements of this Section shall be submitted. Where appropriate, in lieu of exact locations, numbers and sizes, parameters or limits may be set out.
 - (5) The PD Plan as approved shall be recorded.
 - (6) The final PD plan may be treated as a vested right pursuant to the procedure in 11-4-9.
- (G) *Required Improvements.*
- (1) All PDs shall provide the same improvements as required for subdivisions in Chapter 11-5 of this Title, and security therefore shall be provided as set out in Section 11-5-12 of this Title.
 - (2) All improvements shall be constructed in accordance with standard City design and construction specifications and standards, in substantial conformity with the PD plan, and in accordance with subdivision design standards as set out in Chapter 11-5 of this Title, except as modified by the PD plan.
 - (3) An entity shall be established or provided for ownership and maintenance of all facilities and open spaces, which are approved for common ownership or not dedicated to the City.
 - (4) Flexibility in the scope and design of required improvements and design standards may be allowed to provide for innovative urban design which promotes the public health, safety and welfare. A public street shall be dedicated to the City and developed at the developer's cost to provide direct access to each building with residential units or to the parking lot serving the building.
- (H) *Enforcement and Amendments.*
- (1) The PD plan may be enforced in accordance with or in the same manner as the provisions of the Planned United Development Act of 1972, as amended, C.R.S. 1973, § 24-67-101 et seq., as amended or in any lawful manner. In addition, no occupancy permit shall be issued for any building unless all site improvements to serve that unit and any commonly-owned facilities have been completed and approved unless security for completion is provided substantially similar to the security required for subdivision improvements by 11-5-12 of this Title, except that cash must be placed in the escrow account prior to issuance of the occupancy permit.
 - (2) Amended PD plans may be submitted for review and approval in the same manner as the initial PD Plan. An applicant for an Amended PD plan shall submit written consent of the property owners of the portion of the PD plan area to which the application applies, prior to and as a condition of the initiation of review of the application. Written consent from all property owners within the prior-approved PD plan area is not required as part of the Amended PD plan application. Advance notice of any review of an Amended PD plan application by the Planning Commission shall occur pursuant to Chapter 11-4 of this Title, with the added requirement that advance written notice shall be provided to all property owners of record within the prior-approved PD plan area, in addition to all property owners of record adjoining or within 300 feet of the proposed Amended PD plan area.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-9. "REDO" Redevelopment Overlay Zoning District.

- (A) *Intent.*

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- (1) The "REDO" Overlay Zoning District is intended to alleviate certain hardships associated with redevelopment. The district is designed to encourage residential development and redevelopment of existing properties in the core downtown area, with allowances for increased densities compatible with the character of the area.
 - (2) This overlay district allows reduced dimensional standards and a larger variety of housing types than the underlying zoning. Any development making use of the reduced dimensional requirements must meet all applicable criteria in this Section.
- (B) *Applicability.*
- (1) The boundaries of the "REDO" Overlay Zoning District shall be as set forth by ordinance of the City Council, may be shown on the City's Official Zoning Map, and shall be fixed in the manner prescribed by Section 11-7-3.
 - (2) The "REDO" Overlay Zoning District's provisions shall not be applicable to any property within the boundaries of said district, unless the owner of property therein shall deliver written notice to the City, in the manner set forth at subsection 11-7-9(C) of this Section, of said owner's intent to utilize the "REDO" Overlay Zoning District.
 - (3) When selected by a property owner in the manner set forth herein, the "REDO" Overlay Zoning District shall supersede the provisions of the underlying zone for all matters addressed by said "REDO" Overlay Zoning District's provisions; the provisions of the underlying zone shall control all matters not addressed by the "REDO" Overlay Zoning District's provisions.
 - (4) Any requests for use of these "REDO" Overlay Zoning District provisions that involve private use of City property, including rights-of-way, shall be entirely subject to the City's discretion, and shall also be subject to the City's ordinances and regulations pertaining to encroachments and permits for the same.
 - (5) The provisions of the "REDO" Overlay Zoning District shall have no effect whatsoever unless selected in the manner set forth herein.
- (C) *Procedure.*
- (1) Use of the REDO District is initiated by filing an application in the form maintained by the Community Development Department and payment of the application fee.
 - (2) The application shall be reviewed as a minor site development plan under the procedure in Section 11-8-1(I). In the event the application also proposes to subdivide real property, a minor subdivision under Section 11-5-3 shall be applied for and processed at the same time.
- (D) *Standards.*
- (1) All applications shall be subject to the development standards below. To the extent these standards are inapplicable, the standards of the underlying zone apply.
 - (2) Minimum Lot Size: Lots shall be no less than 2,075 square feet in size.
 - (3) Minimum setbacks are as follows: Five feet side, rear, and front yard setbacks. See also Section 11-7-7(B)5.
 - (4) Height: The height of a building shall be as set forth in the underlying zone.
 - (5) Accessory Dwelling Units in the REDO District:
 - (a) ADUs within the REDO District shall comply with the requirements and standards set forth in Section 11-11-5 with the exception of the ADU size limitations in 11-11-5(2), and provided that ADUs may be conveyed separately from the primary dwelling unit.
 - (b) Lots with ADUs shall be no less than 3,125 square feet.

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- (c) An ADU shall not be subject to the 30 percent rear yard area coverage maximum.
- (E) *Design Criteria.*
- (1) All lots within the "REDO" Overlay Zoning District shall be required to have not less than ten feet of street frontage. It is contemplated that lots having a "panhandle" shape may be allowed.
 - (2) If an alley is present, any garage shall be set back a minimum of five feet, when practicable, from the nearest right-of-way line of said alley.
 - (3) Please refer to Section 3-5-12(A)(1) of the Official Code of the City for the water Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new water service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
 - (4) Please refer to Section 3-5-12(G)(4) of the Official Code of the City for the sewer Tap Fees, system investment (capacity) fees, and unit charges for accessory dwelling units in need of new sewer service, located on the same lot as the primary dwelling in the "REDO" Overlay Zoning District.
- (F) *Variances.* Variance applications may be considered as to any requirements set forth in Subsections (D) and (E) of this Section. Use of the "REDO" Overlay Zoning District is expressly declared to be elective on the part of the property owner, and is entirely at the property owner's discretion.
- (Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-10. Uncompahgre river buffer overlay zone.

The Uncompahgre River Buffer Zone (URBZ) applies to all land lying within 100 feet of the HWM of the Uncompahgre River, as defined above. The standards of the URBZ and its two sub-areas are not applicable to parcels to which stricter standards may apply via separate agreements (e.g., a pre-annexation agreement).

- (1) The purpose of the URBZ is to establish minimal acceptable requirements for the design of buffers to protect the Uncompahgre River, its wetlands, and floodplains within the City limits; to protect the water quality of the Uncompahgre River within said jurisdiction; to protect riparian and aquatic ecosystems within said jurisdiction; and to provide for the environmentally sound use of land resources within said jurisdiction. Nothing in this Section shall be used as consideration in a pre-annexation agreement or in a negotiation for annexation of land into the City.
- (2) Measurement of the 100 feet URBZ, the two sub-areas within it, and all other related measurements shall be taken as follows: distance is measured horizontally from the HWM, as defined herein, to the location in question. The HWM location used for any given measurement shall be taken from the side of the river closest to the building or other development in issue.
 - (a) The following graphic illustrates how to measure the URBZ:
 - (b) The URBZ provisions shall apply to:
 - (i) Any new development requiring a building permit, except for additions less than 20 percent of the existing building size that do not include any changes to an existing parking lot;
 - (ii) Any new development requiring site development approval;
 - (iii) Subdivision or the division of a tract or parcel of land into two or more parcels;
 - (iv) The improvement of property for any purpose involving construction;
 - (v) Combination of any two or more lots, tracts, or parcels of property for any purpose;

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- (vi) Placement of temporary structures that do not require a building permit or site development plan from the City;
 - (vii) The preparation of land for any of the above purposes.
 - (c) Specific submittal requirements are listed in Appendix One. Upon submittal of the complete application, with all supporting documentation as may be required, City staff shall provide a review of the same. Following City staff review, administrative approval may be granted if the development proposal is an allowed use in the URBZ or applicable URBZ sub-zone, or is a use by right in the URBZ or applicable URBZ sub-zone, and meets all applicable standards. Development proposals which are not allowed uses or uses by right in the URBZ or applicable URBZ sub-zone, or do not meet all the applicable standards, shall be forwarded to the City Planning Commission for review and approval, under procedures set forth below, accompanied by any comments and recommendations from City staff.
 - (d) All proposals shall identify on a site plan the designated Disturbance Envelope for that portion of the project that is proposed to encroach into the URBZ.
 - (e) The applicant shall mark and identify the Disturbance Envelope on the ground in the field and shall maintain construction barrier fencing around the entire perimeter of the Disturbance Envelope throughout the period of construction, until final landscaping is completed. The applicant shall ensure that all surface disturbances are contained within the designated and marked Disturbance Envelope.
 - (f) The URBZ consists of two sub-areas, as follows:
 - (i) *Streamside Zone*. This area is intended to preserve the natural riparian environment. In order to accomplish this goal, there is hereby established a 40-foot buffer area, measured as described above from the HWM. Development in the Streamside Zone is subject to all other applicable permits. Setbacks created herein for the Streamside Zone are in addition to any setbacks which may be applied through the underlying zoning of a parcel.
 - (1) The following are subject to a 40-foot setback from the HWM (i.e., the following shall not be placed or performed within the 40-foot Streamside Zone):
 - (a) Planting of non-native grass turf;
 - (b) Removal of native vegetation;
 - (c) Erection of fences;
 - (d) Construction of hard-surfaced trails that parallel the river;
 - (e) Construction of buildings, other than irrigation pump houses;
 - (f) Construction of parking lots (paved or gravel);
 - (g) Construction or installation of lighting fixtures;
 - (h) Construction or installation of engineered/structural water runoff treatment facilities (such as concrete vaults);
 - (i) Concrete rip-rap;
 - (j) Construction or installation of any other facility not listed in the allowed uses below, and not reasonably compatible with the riparian environment.

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- (2) The following actions, or construction of the following facilities or structures, are permitted within the 40-foot Streamside Zone:
 - (a) Government buildings and facilities;
 - (b) Hard-surfaced trails roughly perpendicular to the river;
 - (c) Soft-surfaced trails (crushed gravel, etc.) whether parallel or perpendicular to the river;
 - (d) Irrigation facilities (including pump houses);
 - (e) Boat put-ins (boat ramps should be soft-surfaced);
 - (f) Planting of native vegetation;
 - (g) Bank stabilization, and river or wildlife habitat restoration;
 - (h) Other uses may be permitted that are directly related to the river, and that do not conflict with the intent of this Section.
 - (3) Exceptions to the above regulations for the Streamside Zone shall be granted or denied through the variance procedures set forth in Section 11-7-13.
- (ii) *Outer Zone.* This area is intended to serve as a buffer between the Streamside Zone, and areas outside the URBZ. Most uses allowed within the underlying zoning district are permitted within the Outer Zone, though certain uses have specific performance standards.
- (1) Uses by right in the Outer Zone:
 - (a) Water runoff treatment structures using swales, native vegetation, and similar measures;
 - (b) Government buildings and facilities;
 - (c) Fences which allow the passage of wildlife; said fences shall be designed as follows:
 - (i) No more than 40 inches in height;
 - (ii) A smooth bottom wire at least 16 inches above ground;
 - (iii) At least 12 inches between the top two wires;
 - (iv) No sharp edges, barbs, or similar devices are permitted;
 - (v) Sheep or woven-wire and wrought-iron style fences with spiked tips are not permitted.
 - (d) Landscaping employing native vegetation types and compatible with the riparian environment;
 - (e) Single household detached dwellings;
 - (f) Recreation trails (all types);
 - (g) Buildings and facilities complying with the underlying zoning district and complying with all of the following performance standards:
 - (i) Structures with windows occupying a minimum of 50 percent of the linear river frontage of the building; and
 - (ii) At least one public entrance directly facing the river; and

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- (iii) Outdoor common areas, seating and/or dining areas; and
 - (iv) High quality building finishes such as brick or stone, or earth tone colors having matte finishes; and
 - (v) Well concealed trash dumpsters; and
 - (vi) Total building facade length shall be less than 50 feet in length parallel to the river; and
 - (vii) Buildings and facilities complying with these performance standards are exempt from the river buffer screening requirements set forth below;
 - (viii) Single household detached dwellings are exempt from these performance standards, except for Subsection (2)(f)(ii)(1)(c) of this Section, as well as the Outer Zone performance standards set forth below.
- (2) The following uses shall not be considered a use by right in the Outer Zone, and are subject to review as Conditional Uses under Section 11-7-6(B) and Chapter 11-4 of this Title:
- (a) Loading docks;
 - (b) Landscaping with non-native vegetation;
 - (c) Engineered or structural water runoff treatment facilities (such as concrete vaults);
 - (d) Other industrial uses;
 - (e) Water treatment facilities employing structural vaults or similar technology are not permitted within the Outer Zone;
 - (f) Parking lots, whether paved or gravel;
 - (g) All other uses not listed in this Subsection.
- (3) *Outer Zone Performance Standards.* If the use or structure does not meet the performance standards in Subsection (2)(f)(ii)(1)(g) of this Section, the following shall be required:
- (a) A minimum 30-foot-wide vegetated buffer with extensive vertical plantings of native vegetation. Said vegetated buffer shall not overlap the 40-foot Streamside Zone.
 - (b) Tree height at maturity shall be as high or higher than the buildings being screened, and vegetation at maturity shall obscure any buildings or other facilities to the maximum extent possible.
 - (c) Said vegetated buffer shall be contiguous to the Streamside Zone, and located between the Streamside Zone, and any parking lot or building.
- (4) *General Standards Applicable within the Outer Zone.*
- (a) Removal of native vegetation is discouraged. Where removal of native vegetation is unavoidable, the removed area shall be mitigated by planting replacement native vegetation, at a minimum 1:1 ratio

(measured in square feet, with a result that an equal amount of vegetation is planted, as was removed) within the URBZ.

- (b) All setbacks oriented toward the river, applicable to or within the Outer Zone, shall be measured from the boundary line between the Streamside Zone, and the Outer Zone.
 - (c) For those zoning districts underlying the URBZ with no side or rear setbacks, the minimum side or rear setbacks shall be ten feet.
 - (d) New buildings, expansions to existing buildings, or parking lots, or driveways shall have a minimum setback of 20 feet from an existing or proposed trail or path.
- (5) Exceptions to the standards and requirements regarding the Outer Zone shall be approved or denied through the procedures applicable to Conditional Uses, as set forth in Section 11-7-6(B) and Chapter 11-4 of this Title.
 - (6) The following uses and structures are prohibited within the URBZ and its two sub-areas:
 - (a) Confined animal feedlots;
 - (b) Storage of hazardous materials or chemical fuels;
 - (c) Aboveground or underground petroleum storage facilities;
 - (d) Septic systems;
 - (e) Solid waste landfills;
 - (f) Junkyards, and salvage yards;
 - (g) Land application of biosolids;
 - (h) Subsurface discharges from wastewater treatment plants.
 - (7) All development within the URBZ shall obtain all applicable local, state and federal permits prior to undertaking any construction or land-disturbing activity.
 - (8) The provisions of the URBZ shall supersede the provisions of the underlying zone, and any other applicable overlay zone, when the provisions of the URBZ are more restrictive.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-11. Nonconforming uses, lots and structures

- (A) Any use, building or structure which at the effective date of the ordinance from which this Title is derived or at the time of annexation, if annexed subsequent to the effective date of the ordinance from which this Title is derived, was lawfully existing and maintained in accordance with the previously applicable County or City regulations and ordinances but which does not conform or comply with all of the regulations provided in this Chapter, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Section. Uses, structures, or buildings which were unlawful or illegal and not in compliance with previously applicable regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

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- (B) If a use, building or structure is lawfully nonconforming in that it is not a use by right, or a conditional use which has been approved pursuant to the review provisions of Sections 11-7-6(B) and 11-4-2 of this Title, the following shall apply:
- (1) If the building or structure involved in the use is destroyed or damaged so that repair or reconstruction will cost more than 50 percent of the fair market value of the building or structure after repair, it shall no longer be lawful to use the building or premises except in compliance with the use regulations for the district within which it is located.
 - (2) If the nonconforming use is abandoned or discontinued for a period of six months, then the premises may only be used in compliance with the use regulations for the district within which it is located.
 - (3) The use may be continued only substantially as it effective date of the ordinance from which this Chapter is derived or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the review procedure provided in Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6(B) will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Section.
 - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 11-4-2 of this Title, that the criteria set out in Section 11-7-6(B) will be met.
- (C) If the use, building or structure is in compliance with the use regulations for the district within which it is located and is nonconforming only with respect to dimensional requirements, off-street parking requirements, or the regulations governing fences, hedges, walls, or canopies, the following provisions shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected for any length of time, such nonconformity may not be re-established.
 - (2) If the building or structure is damaged so that the cost of replacing or restoring it is greater than 50 percent of its fair market value after replacement, the building or structure may be repaired or replaced only in compliance with these Zoning Regulations.
 - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be re-established by any repair or reconstruction, unless it is unfeasible to repair the building without re-establishing the nonconforming feature.
 - (4) No alteration may be made to the use, building, or structure which would increase the amount or degrees of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degrees or amount of deviation from the requirements of this Chapter.
- (D) *Nonconforming Lots of Record.*
- (1) In any district in which single-household detached dwellings are permitted, a single-household detached dwelling and customary accessory buildings may be erected on any single lot of record, provided that the lot is in separate ownership and not of continuous frontage with other lots under the same ownership. This provision shall apply even though the lot fails to meet the dimensional requirements of the district in which it is located for area, width or both; provided, however, that the requirements of the district for minimum yard dimensions and lot coverage shall be met.
 - (2) If two or more lots or combinations of lots and portion of lots with continuous frontage in single ownership are of record, and part or all of the lots do not meet the requirements of the district in which they are located as to minimum area or frontage or both, the property together shall be

considered to be an undivided parcel and no portion of the parcel shall be sold or used in a manner which diminishes compliance with minimum lot width and area requirements.

- (E) This Section shall not apply to signs. Nonconforming signs shall be governed by the provisions of Section 11-10-3 of this Title.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-12. Rezoning.

(A) *Rezoning.*

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan; or:
 - (i) The existing zoning is erroneous; or
 - (ii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
- (2) Rezoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. The rezoning shall be reviewed for compliance with the criteria of this Subsection in accordance with the review procedures of Chapter 11-4 of this Title. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The City Council may initiate rezoning on its own motion, in which case the Council shall hold a hearing either in conjunction with second reading of a rezoning ordinance, or separately, in substantial compliance with the review procedures of Chapter 11-4 of this Title.
- (3) The City shall not impose conditions on a rezone unless otherwise required by this Title.

(B) *Zoning of Additions.*

- (1) The zoning of additions for all property annexed to the City not previously subject to City zoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner's representative. Proceedings concerning the zoning of property to be annexed may commence at any time prior to the effective date of the annexation ordinance, or thereafter as allowed by law. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission's decision, or reverse it. The zoning of additions shall be subject to the review procedures of Chapter 11-4 and standards of Section 11-7-4 of this Title, and shall be allowed only upon findings as follows:
 - (a) The amendment is not averse to the public health, safety and welfare; and
 - (b) The amendment is in substantial conformity with the Comprehensive Plan, or such zoning is compatible with conditions in the area, which have changed materially since the Comprehensive Plan was last updated.
- (2) The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.

- (C) *Legislative Zoning.* Comprehensive review and re-enactment of all or a significant portion of the Official Zoning Map shall be a legislative action, and shall not be subject to the review procedures of Chapter 11-4 of this Title or any criteria set out in this Section.

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- (D) *Enactment by Ordinance.* No amendment, addition to or re-enactment of the Official Zoning Map shall become effective until enacted by an ordinance.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

Sec. 11-7-13. Variances.

- (A) The Planning Commission may grant a variance from the requirements set out in this Chapter, if it determines, following the review procedures of Chapter 11-4 of this Title, that the criteria of this Section will be met. Provided, however, no variance shall be granted from provisions restricting uses by right, accessory and conditional uses within any zoning district.
- (B) Variances shall be granted only if all the following criteria are met:
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) Unusual physical circumstances shall exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property, and violations of code shown by clear and convincing evidence that they were made in good faith, which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.
 - (3) The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their or his predecessors in interest.
 - (4) The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.
 - (5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.
- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) Variances shall be granted for sign regulations only if all of the following criteria are met, in lieu of the criteria of Subsection (B) of this Section.
- (1) The variance will not adversely affect the public health, safety and welfare.
 - (2) The variance requested is the minimum variance that will afford relief.
 - (3) The variance will not result in signage incompatible with other properties in the area and will not affect or impair the value, use of development of such properties.
 - (4) Strict compliance with the regulation presents practical difficulties or unnecessary hardships, and the variance sought falls within the spirit of the sign regulations (Chapter 10 of this Title) as a whole.

(Ord. No. 2677, § 1(exh. A), 12-17-2024)

ORDINANCE NO. 2694

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING THE ZONING DISTRICT DESIGNATION OF A PORTION OF LOT 1 OF THE BLACK CANYON GOLF COURSE BOUNDARY LINE ADJUSTMENT FROM “P,” PUBLIC DISTRICT TO “R-1A,” LARGE ESTATE DISTRICT.

WHEREAS, the Planning Commission met on August 27, 2025, to consider a rezoning of a portion of Lot 1 of the Black Canyon Golf Course Boundary Line Adjustment in the City of Montrose; and

WHEREAS, the motion carried and Planning Commission has recommended the zoning changes provided herein; and

WHEREAS, the City Council has determined that such zoning will be consistent with the public health, safety and welfare, the City's Master Plan and changed conditions in the area.

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

SECTION 1:

The Official Zoning Map is amended to designate a portion of Lot 1 of the Black Canyon Golf Course Boundary Line Adjustment, more particularly described as:

A tract of land situated in W1/2SE1/4 Section 26, Township 49 North, Range 9 West, N.M.P.M., and being a part of Lot 4, Amended Plat of Columbine Estates Subdivision, City of Montrose, Montrose County, Colorado and being more particularly described as follows: Beginning at the southwest corner of Lot 1, said Amended Plat of Columbine Estates Subdivision; thence S00°25'08"E parallel to and 30 ft. east of the west line of said Lot 4, a distance of 118.25 ft.; thence S77°29'48"E, 175.51 ft.; thence N13°20'16"E, 238.73 ft. to a found rebar and survey cap stamped LS7970 marking a corner of said Lot 4, Amended Plot of Columbine Estates Subdivision; thence S18°13'35"W along the boundary line of said Lot 4, a distance of 63.68 ft. to a rebar and survey cap stamped LS33645 marking a corner of said Lot 4; thence continuing along the boundary line of said Lot 4, S56 °07'04W, 28.11 ft. to a corner of said Lot 4; thence continuing along the boundary line of said Lot 4, West, 183.68 ft. to the point of beginning containing 0.617 of an acre (26,889 square feet).

as a “R-1A”, Large Estate District.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 7th day of October, 2025, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

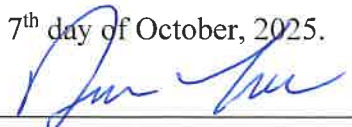
INTRODUCED, READ and PASSED on first reading this 7th day of October, 2025.

ATTEST:



Lisa DelPiccolo, City Clerk





Dave Frank, Mayor

INTRODUCED, READ and ADOPTED on second reading this 21st day of October, 2025.

ATTEST:

Lisa DelPiccolo, City Clerk

Dave Frank, Mayor



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Senior Planner
DATE: October 21, 2025
RE: Haynes Addition Annexation

ATTACHMENTS:

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

City Council Consideration:

City Council is considering setting a hearing date for the proposed Haynes Addition annexation application. A resolution establishing the date, time, and place must be approved by City Council in accordance with the annexation provisions of the Colorado Constitution and Colorado Revised Statutes. The hearing must not be held less than 30 days nor more than 60 days after the effective date of this resolution setting the hearing. 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:

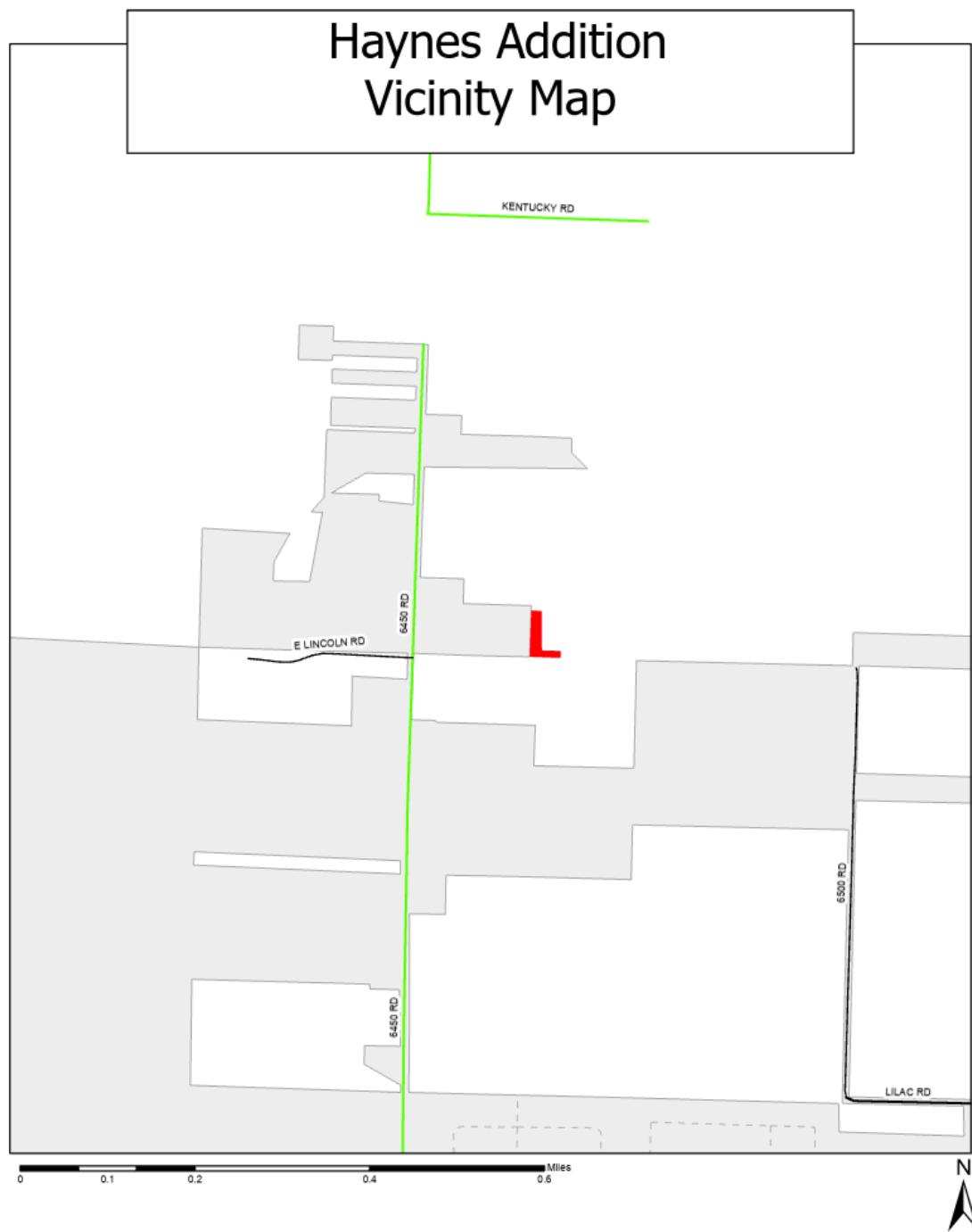
1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - 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



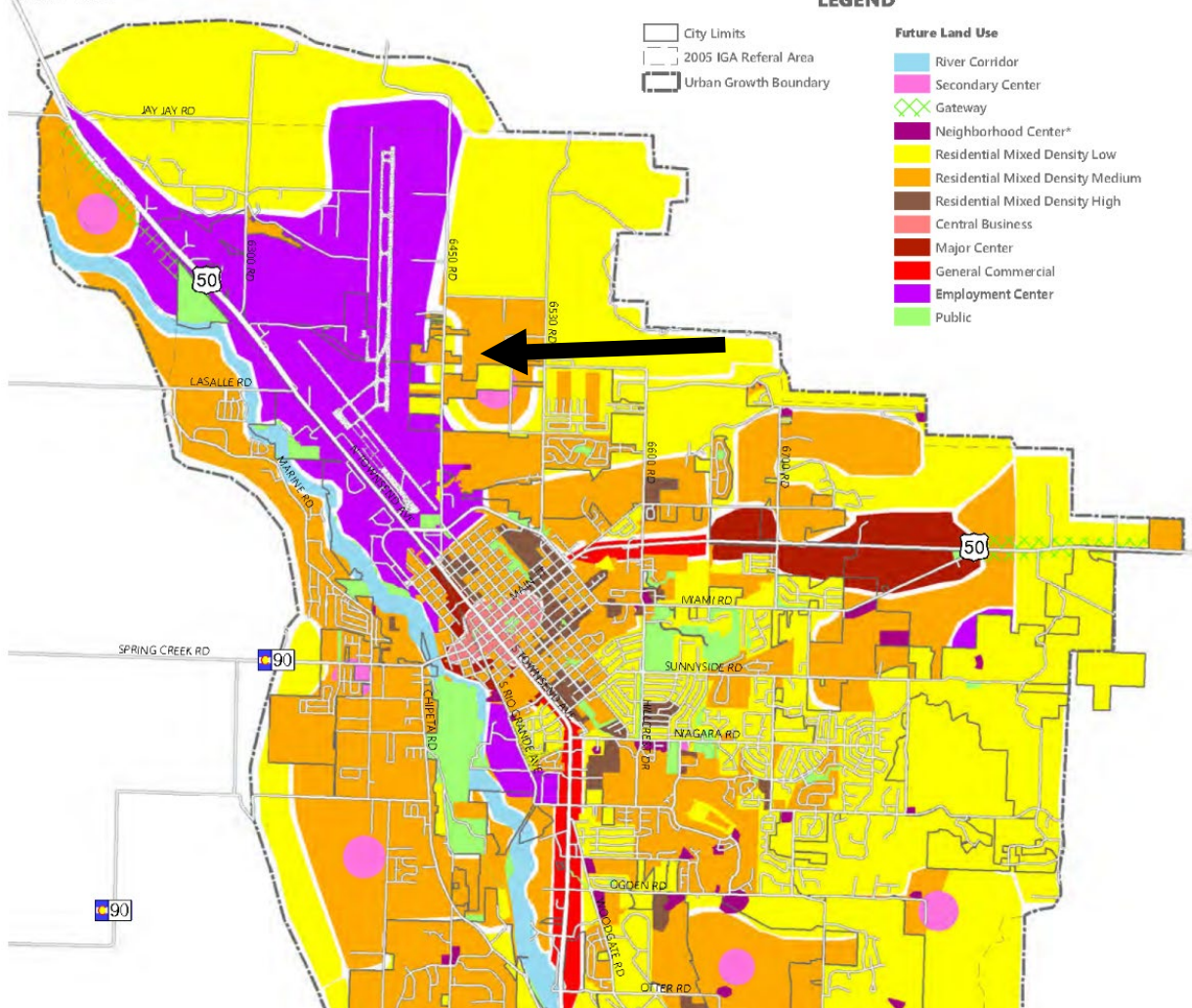
Haynes Addition
Proposed Zoning: "R-6" Medium Density/
Manufactured Housing District



Comprehensive Plan Future Land Use Map

FUTURE LAND USE

MAP 5.1



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.

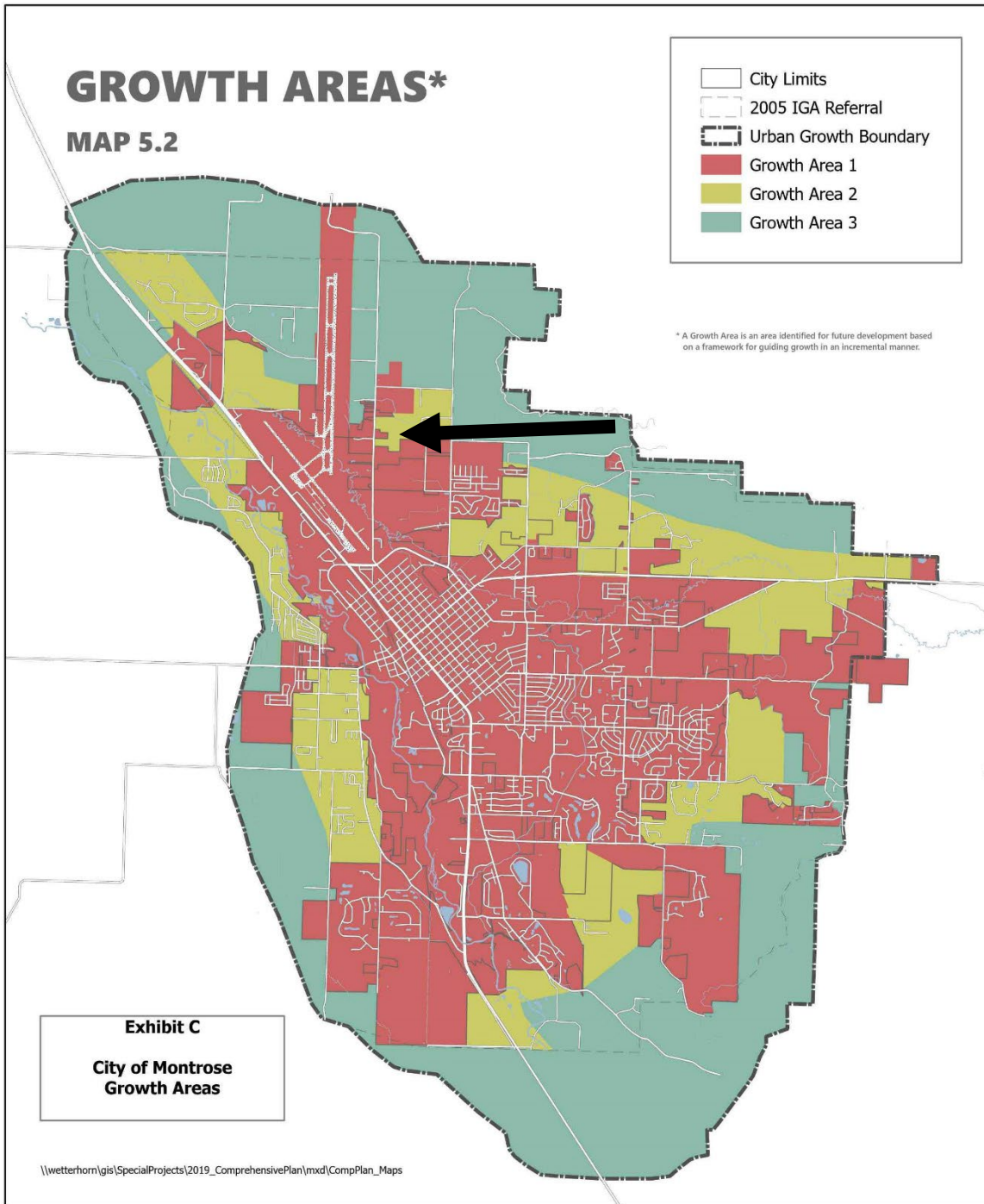


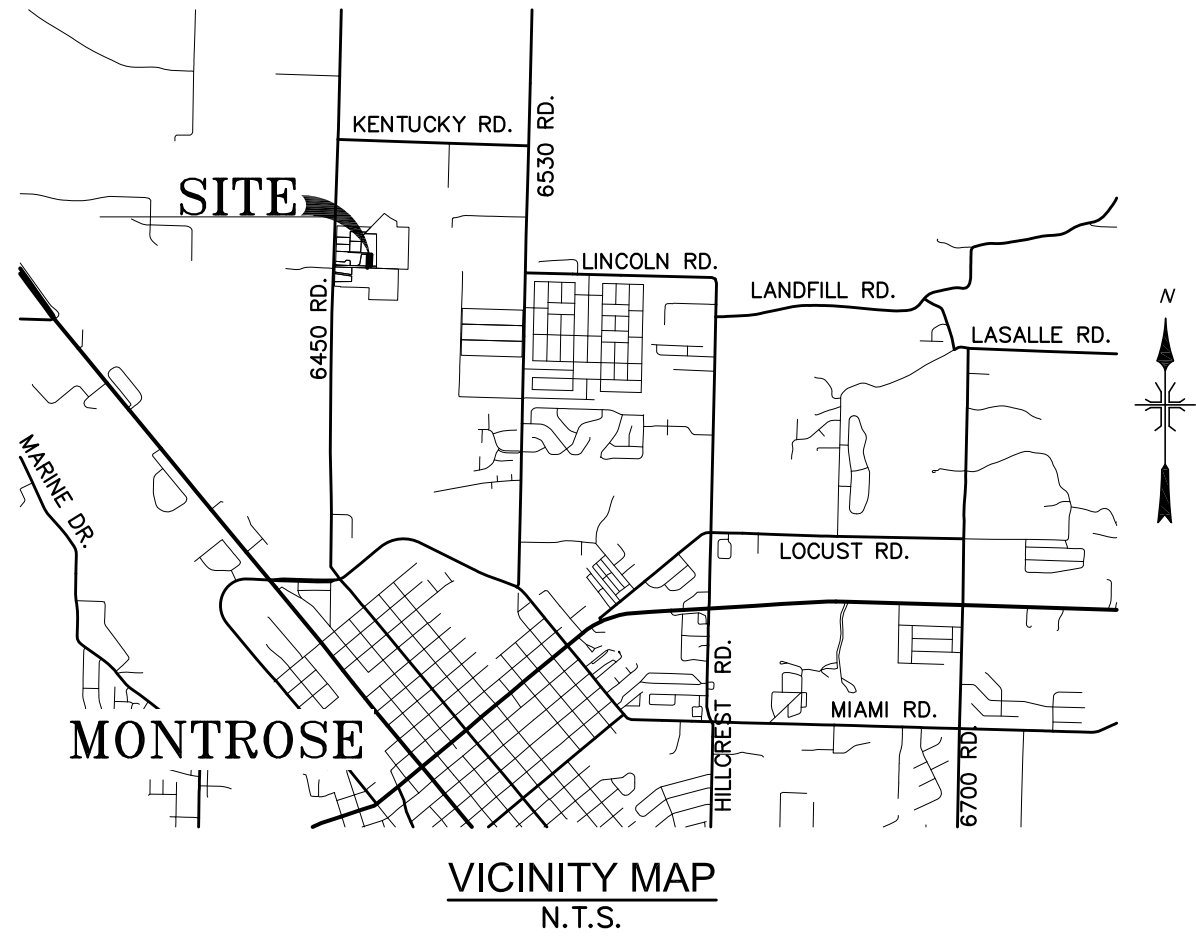
Exhibit C
City of Montrose
Growth Areas

\\wetterhorn\gis\SpecialProjects\2019_ComprehensivePlan\mxd\CompPlan_Maps



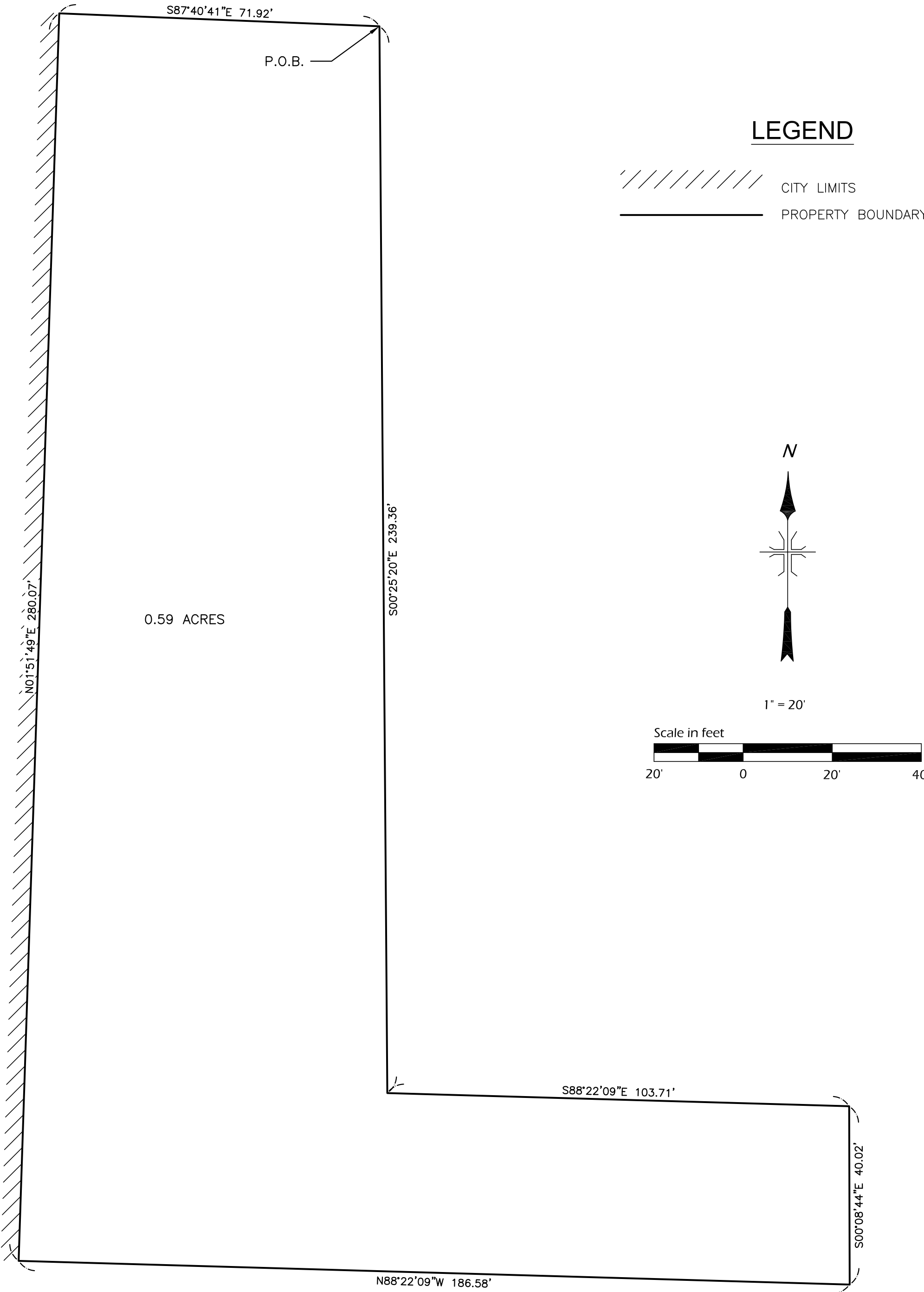
HAYNES ADDITION

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



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\"/>

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. _____.

Clerk and Recorder

by _____
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.

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 245-2255 • (970) 245-2242 FAX www.del-mont.com • info@del-mont.com				TITLE: HAYNES ADDITION
FIELD BOOK: _____ DRAWING: ELB DATE: 2-27-2025				CLIENT: HAYNES PROPERTIES LLC
SHEET: 1 of 1 FILE: 25010V_ANNEX JOB NO.: 25010				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 the 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)



RESOLUTION NO. 2025-17

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

1. The City Council hereby finds that the Annexation Petition submitted for the annexation of the property denominated as the **HAYNES ADDITION**, as described on **Exhibit A** hereto, is in substantial compliance with the requirements of C.R.S. § 31-12-107(1), as amended.
2. The City Council shall hold a hearing to determine if the proposed annexation complies with C.R.S. §§ 31-12-104, 105, or such parts thereof as may be required to establish eligibility for annexation under the terms of C.R.S. Part 1, Article 12, Title 31. The hearing shall be held on the 2nd day of December 2025, in the Montrose City Council Chambers at the Elks Civic Building at 6:00 P.M.

ADOPTED by the City Council of the City of Montrose, Colorado, this 21st day of October 2025.

CITY OF MONTROSE, COLORADO

Dave Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description:

A TRACT OF LAND SITUATED IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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.

August 2025 City of Montrose Sales, Use & Excise Tax Collections Report

General Fund Sales and Use Tax

General Fund Retail Sales Tax

Retail sales tax collected in August 2025 at the General Fund tax rate of 3% was \$2,265,391. This amount is 3.4% higher than the revenue collected in August 2024, which totaled \$2,191,928. As of the end of August 2025, year to date collections total \$17,213,983, representing an increase of 2.3% compared to the year to date total in August 2024, which was \$16,819,560.

General Fund Retail Sales Tax (3%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$1,922,808	\$1,790,588	\$2,253,550	\$2,049,574	\$2,168,400	\$2,439,648	\$2,324,025	\$2,265,391	\$17,213,983
2024 Revenue	\$1,905,682	\$1,843,447	\$2,197,173	\$1,974,461	\$2,050,092	\$2,371,247	\$2,285,529	\$2,191,928	\$16,819,560
% Increase or Decrease	0.9%	-2.9%	2.6%	3.8%	5.8%	2.9%	1.7%	3.4%	2.3%

General Fund Construction Use Tax

Construction use tax collected in August 2025 at the General Fund tax rate of 3% was \$43,073. This amount is 39.3% lower than the revenue collected in August 2024, which totaled \$70,916. As of the end of August 2025, year to date collections for construction use tax total \$430,181, representing an increase of 15.7% compared to the year to date total as of August 2024, which was \$371,888.

General Fund Construction Use Tax (3%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$94,018	\$30,200	\$80,558	\$93,233	\$35,801	\$29,725	\$23,573	\$43,073	\$430,181
2024 Revenue	\$37,669	\$34,964	\$37,629	\$54,355	\$57,729	\$51,545	\$27,081	\$70,916	\$371,888
% Increase or Decrease	149.6%	-13.6%	114.1%	71.5%	-38%	-42.3%	-13%	-39.3%	15.7%

General Fund Use and Auto Use Tax

Use and auto use tax collected in August 2025 at the General Fund tax rate of 3% was \$140,886. This amount is 6.6% higher than the revenue collected in August 2024, which totaled \$132,132. As of the end of August 2025, year to date collections for use and auto tax total \$1,101,847, representing an increase of 2.5% compared to the year to date total in August 2024, which was \$1,074,470.

General Fund Use and Auto Tax (3%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$130,665	\$98,320	\$217,072	\$140,362	\$120,712	\$125,136	\$128,695	\$140,886	\$1,101,847
2024 Revenue	\$107,432	\$122,714	\$143,622	\$154,857	\$144,541	\$141,582	\$127,591	\$132,132	\$1,074,470
% Increase or Decrease	21.6%	-19.9%	51.1%	-9.4%	-16.5%	-11.6%	0.9%	6.6%	2.5%

Total Collections, General Fund Sales and Use Tax

Total sales and use tax revenue collected in August 2025 at the General Fund tax rate of 3% was \$2,449,349. This amount is 2.3% higher than the revenue collected in August 2024, which totaled \$2,394,976. As of the end of August 2025, total collections of General Fund sales and use tax amounted to \$18,746,012, representing an increase of 2.6% compared to the year to date total in August 2024, which was \$18,265,918.

Total Collected General Fund Sales and Use Tax (3%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$2,147,491	\$1,919,108	\$2,551,180	\$2,283,169	\$2,324,913	\$2,594,509	\$2,476,293	\$2,449,349	\$18,746,012
2024 Revenue	\$2,050,784	\$2,001,124	\$2,378,424	\$2,183,673	\$2,252,632	\$2,564,374	\$2,440,201	\$2,394,976	\$18,265,918
% Increase or Decrease	4.7%	-4.1%	7.3%	4.6%	3.2%	1.2%	1.5%	2.3%	2.6%

General Fund Sales and Use Tax Budget

The sales and use tax budget for August 2025 was \$2,439,005. Actual collections totaled \$2,449,349, resulting in a positive budget variance of 0.4%. The cumulative year to date budget for 2025 totals \$18,466,812. Actual year to date collections total \$18,746,012, which results in a positive budget variance of 1.5%.

General Fund Sales and Use Tax Budget

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Budget	\$2,087,299	\$1,997,584	\$2,422,204	\$2,183,400	\$2,289,316	\$2,594,471	\$2,453,533	\$2,439,005	\$18,466,812
2025 Actual Collections	\$2,147,491	\$1,919,108	\$2,551,180	\$2,283,169	\$2,324,913	\$2,594,509	\$2,476,293	\$2,449,349	\$18,746,012
% Increase or Decrease	2.9%	-3.9%	5.3%	4.6%	1.6%	0%	0.9%	0.4%	1.5%

Montrose Urban Renewal Authority (MURA) Tax Increment Financing (TIF) Collections

Sales and use tax revenues collected by businesses under the Montrose Urban Renewal Authority (MURA) Tax Increment Financing (TIF) agreement during August 2025 totaled \$39,886. This amount is 3.29% higher than the August 2024 collections, which totaled \$38,614. As of the end of August 2025, year to date sales and use tax collected in the MURA/Colorado Outdoors business area amounts to \$274,151, representing an increase of 75.85% compared to the year to date total in August 2024, which was \$155,900.

MURA TIF Collections

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$20,877	\$23,689	\$37,444	\$27,684	\$37,260	\$44,219	\$43,093	\$39,886	\$274,151
2024 Revenue	\$5,585	\$4,042	\$4,898	\$8,813	\$22,793	\$35,022	\$36,132	\$38,614	\$155,900
% Increase or Decrease	273.8%	486.1%	664.5%	214.1%	63.5%	26.26%	19.26%	3.29%	75.85%

Public Safety Sales and Use Tax

Public Safety Retail Sales Tax

Retail sales tax collected in August 2025 at the Public Safety Sales Tax rate of 0.58% was \$444,233. This amount is 3.4% higher than the revenue collected in August 2024, which was \$429,675. As of the end of August 2025, year to date collections total \$3,372,560, representing an increase of 3% compared to the year to date total as of August 2024, which was \$3,275,607.

Public Safety Sales Tax – Retail Sales (0.58%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Revenue	\$374,894	\$350,063	\$442,162	\$400,326	\$425,071	\$479,513	\$456,298	\$444,233	\$3,372,560
2024 Revenue	\$368,943	\$356,549	\$426,040	\$382,301	\$399,593	\$464,319	\$448,187	\$429,675	\$3,275,607
% Increase or Decrease	1.6%	-1.8%	3.8%	4.7%	6.4%	3.3%	1.8%	3.4%	3%

Public Safety Sales Tax, Construction Use Tax

Construction use tax collected in August 2025 at the Public Safety Sales Tax rate of 0.58% was \$8,328. This amount is 75.1% lower than the revenue collected in August 2024, which totaled \$33,419. As of the end of August 2025, year to date collections total \$98,742, representing a decrease of 8% compared to the year to date total in August 2024, which was \$107,274.

Public Safety Sales Tax – Construction Use Tax (0.58%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$19,926	\$6,007	\$17,315	\$29,611	\$7,293	\$5,704	\$4,558	\$8,328	\$98,742
2024 Collections	\$7,273	\$7,064	\$9,064	\$16,043	\$16,623	\$12,552	\$5,236	\$33,419	\$107,274
% Increase or Decrease	174%	-15%	91%	84.6%	-56.1%	-54.6%	-12.9%	-75.1%	-8%

Public Safety Sales Tax, Use and Auto Tax

Use and auto tax collected in August 2025 at the Public Safety Sales Tax rate of 0.58% was \$27,238. This amount is 6.6% higher than the revenue collected in August 2024, which totaled \$25,545. As of the end of August 2025, year to date collections total \$213,024, representing an increase of 2.5% compared to the year to date total as of August 2024, which was \$207,731.

Public Safety Sales Tax – Use and Auto Tax (.58%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$25,262	\$19,009	\$41,967	\$27,137	\$23,338	\$24,193	\$24,881	\$27,238	\$213,024
2024 Collections	\$20,770	\$23,725	\$27,767	\$29,939	\$27,945	\$27,372	\$24,668	\$25,545	\$207,731
% Increase or Decrease	21.6%	-19.9%	51.1%	-9.4%	-16.5%	-11.6%	0.9%	6.6%	2.5%

Total Collections, Public Safety Sales and Use Tax

Total sales and use tax revenue collected in August 2025 at the Public Safety Sales Tax rate of 0.58% was \$479,799. This amount is 1.8% lower than the revenue collected in August 2024, which totaled \$488,639. As of the end of August 2025, total collected Public Safety Sales Tax revenues amount to \$3,684,326, representing an increase of 2.6% compared to the year to date total as of August 2024, which was \$3,590,612.

Public Safety Sales Tax – Total Collections (0.58%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$420,082	\$375,079	\$501,444	\$457,074	\$455,702	\$509,410	\$485,737	\$479,799	\$3,684,326
2024 Collections	\$396,986	\$387,338	\$462,871	\$428,283	\$444,161	\$504,243	\$478,091	\$488,639	\$3,590,612
% Increase or Decrease	5.8%	-3.2%	8.3%	6.7%	2.6%	1.0%	1.6%	-1.8%	2.6%

Public Safety Sales and Use Tax Budget

The Public Safety Sales and Use Tax budget for July 2025 was \$496,549. Actual collections totaled \$479,799, which resulted in a negative budget variance of 3.4%. The cumulative year to date budget for 2025 totals \$3,614,335. Actual year to date collections total \$3,684,326 which results in a positive budget variance of 1.9%.

Public Safety Sales and Use Tax Budget

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Budget	\$398,482	\$389,356	\$464,532	\$431,186	\$447,844	\$507,517	\$478,869	\$496,549	\$3,614,335
2025 Actual Collections	\$420,082	\$375,079	\$501,444	\$457,074	\$455,702	\$509,410	\$485,737	\$479,799	\$3,684,326
% of Variance	5.4%	-3.7%	7.9%	6%	1.8%	0.4%	1.4%	-3.4%	1.9%

Montrose Recreation District Collections

In August 2025, sales and use tax collections at the Montrose Recreation District rate of 0.3% totaled \$248,120. This amount is 2% lower than the August 2024 collections, which totaled \$253,099. As of the end of August 2025, year to date collections total \$1,905,810, representing an increase of 2.5% compared to the year to date total as of August 2024, which was \$1,858,463.

Montrose Recreation District (0.3%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$217,285	\$194,007	\$259,371	\$236,568	\$235,708	\$263,489	\$251,263	\$248,120	\$1,905,810
2024 Collections	\$205,370	\$200,512	\$239,299	\$221,783	\$229,960	\$261,171	\$247,269	\$253,099	\$1,858,463
% Increase or Decrease	5.8%	-3.2%	8.4%	6.7%	2.5%	0.9%	1.6%	-2%	2.5%

Hotel, Lodging, Short Term Rental and Restaurant Excise Taxes

Hotel Excise Tax (6%)

Hotel excise taxes collected at the rate of 6% on hotel, lodging and short term rental retail sales in August 2025 totaled \$136,113. This amount is 478% higher than those collected in August 2024, which totaled \$23,548. As of the end of August 2025, year to date collections total \$781,411, representing an increase of 501.8% compared to the year to date as of August 2024, which was \$129,851.

The significant increase in collections from 2024 to 2025 is primarily due to the Hotel Excise Tax rate rising from 0.9% in 2024 to 6% in 2025. This rate change was approved by voters on November 5, 2024, and took effect on January 1, 2025.

Hotel Excise Tax (6%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$45,955	\$53,147	\$67,431	\$60,021	\$98,586	\$154,332	\$165,826	\$136,113	\$781,411
2024 Collections	\$8,742	\$9,744	\$12,244	\$11,354	15,843	\$22,270	\$26,108	\$23,548	\$129,851
% Increase or Decrease	425.7%	445.4%	450.7%	428.6%	522.3%	593%	535.2%	478%	501.8%

Restaurant Excise Tax (0.8%)

Restaurant excise taxes collected at the rate of 0.8% on restaurant retail sales in August 2025 totaled \$66,377. This amount is 9.8% higher than those collected in August 2024, which totaled \$60,478. As of the end of August 2025, year to date collections total \$479,646, representing an increase of 7% compared to the year to date total as of August 2024, which was \$448,143.

Restaurant Excise Tax (6%)

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$51,895	\$49,588	\$63,597	\$51,751	\$62,187	\$66,221	\$68,030	\$66,377	\$479,646
2024 Collections	\$49,121	\$47,369	\$54,984	\$53,487	\$58,080	\$61,144	\$63,479	\$60,478	\$448,143
% Increase or Decrease	5.6%	4.7%	15.7%	-3.2%	7.1%	8.3%	7.2%	9.8%	7%

Total Collections, Hotel and Restaurant Excise Tax

Total hotel and restaurant excise tax revenues collected in August 2025 at the rates of 6% and 0.8%, respectively, total \$202,490. This amount is 141% higher than the revenues collected in August 2024, which totaled \$84,026. As of the end of August 2025, year to date total collected hotel and excise tax revenues amount to \$1,261,057, representing an increase of 118.2% compared to the year to date total as of August 2024, which was \$577,994.

Total Collections, Hotel (6%) and Restaurant (0.8%) Excise Tax

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$97,850	\$102,735	\$131,028	\$111,772	\$160,773	\$220,553	\$233,856	\$202,490	\$1,261,057
2024 Collections	\$57,863	\$57,113	\$67,227	\$64,841	\$73,923	\$83,414	\$89,587	\$84,026	\$577,994
% Increase or Decrease	69.1%	79.9%	94.9%	72.4%	117.5%	164.4%	161%	141%	118.2%

Hotel and Restaurant Excise Tax Budget

The Hotel and Restaurant Excise Tax Budget for August 2025 was \$88,372. Actual collections totaled \$202,490, resulting in a positive budget variance of 129.1%. The cumulative year to date budget as of August 2025 totals \$603,851. Actual year to date collections total \$1,261,057, which results in a positive budget variance of 108.8%.

Hotel (6%) and Restaurant (0.8%) Excise Tax Budget

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Budget	\$59,809	\$59,125	\$69,817	\$67,342	\$77,161	\$87,641	\$94,584	\$88,372	\$603,851
2025 Actual Collections	\$97,850	\$102,735	\$131,028	\$111,772	\$160,773	\$220,553	\$233,856	\$202,490	\$1,261,057
% of Variance	63.6%	73.8%	87.7%	66%	\$108.4	151.7%	147.2%	129.1%	108.8%

Montrose Urban Renewal Authority (MURA) Tax Increment Financing (TIF) Hotel and Restaurant Excise Tax Collections

Hotel and restaurant excise tax revenues collected by businesses under the Montrose Urban Renewal Authority (MURA) Tax Increment Financing (TIF) agreement in August 2025 totaled \$33,866. This amount is 336% higher than the August 2024 collections, which totaled \$7,762. As of the end of August 2025, total hotel and restaurant excise taxes collected under the Montrose Urban Renewal Authority (MURA) Tax Increment Financing (TIF) agreement total \$219,257, representing an increase of 653% compared to the year to date total as of August 2024, which was \$29,132.

MURA TIF Hotel and Restaurant Excise Tax

Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$16,236	\$16,652	\$23,185	\$22,846	\$29,592	\$39,685	\$37,194	\$33,866	\$219,257
2024 Collections	\$548	\$561	\$604	\$1,097	\$4,379	\$6,696	\$7,484	\$7,762	\$29,132
% Increase or Decrease	2,860.7%	2,866.7%	3,736.8%	1,983.5%	576%	493%	397%	336%	653%

Retail Enhancement Program Collections

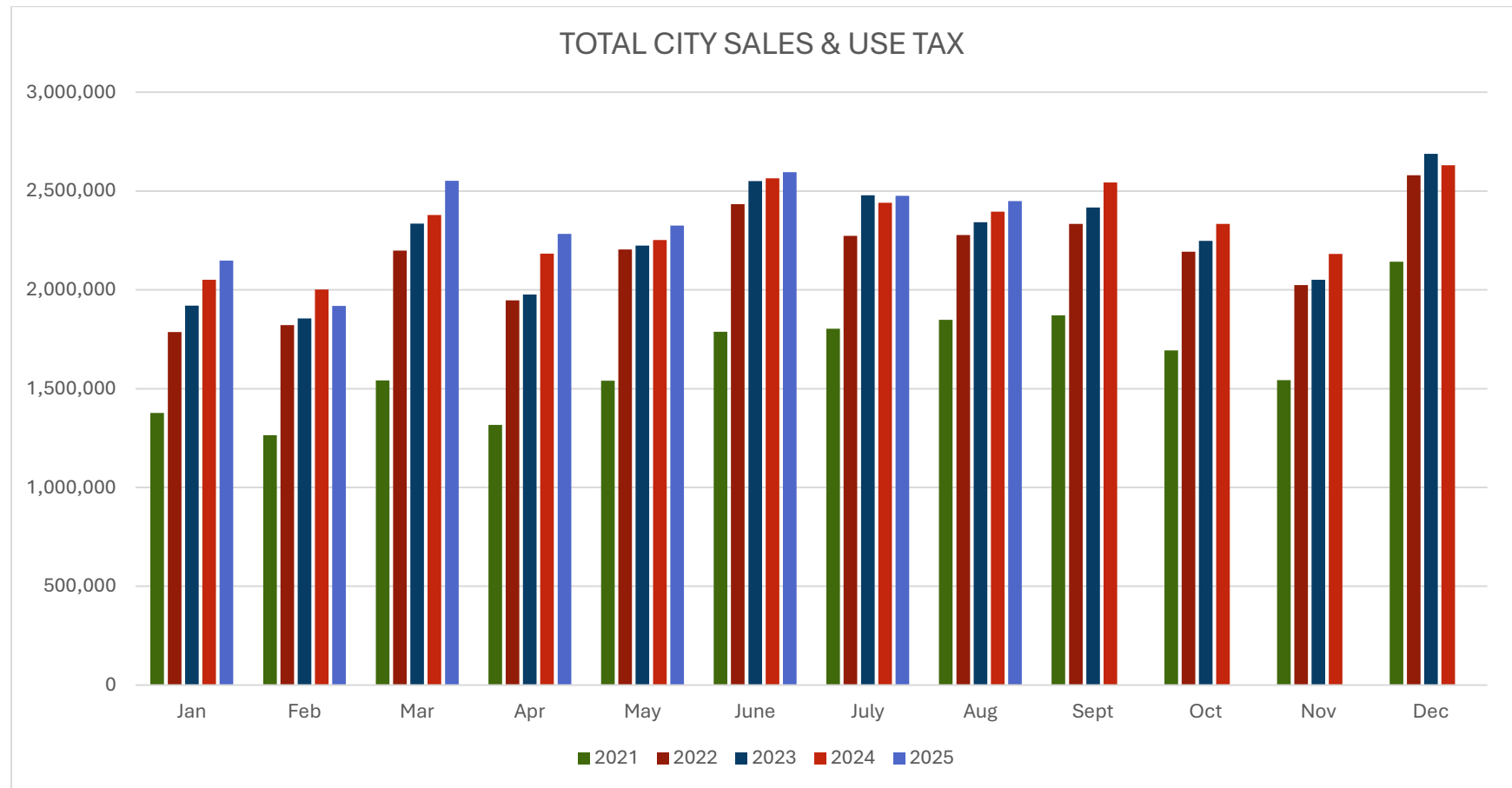
Revenues collected by the Retail Enhancement Program in August 2025 totaled \$59,218. This amount is 1.3% higher than the August 2024 collections, which totaled \$58,440. As of the end of August 2025, total collections amount to \$454,068, representing an increase of 2.2% compared to the year to date total as of August 2024, which was \$444,129.

Retail Enhancement Program Collections

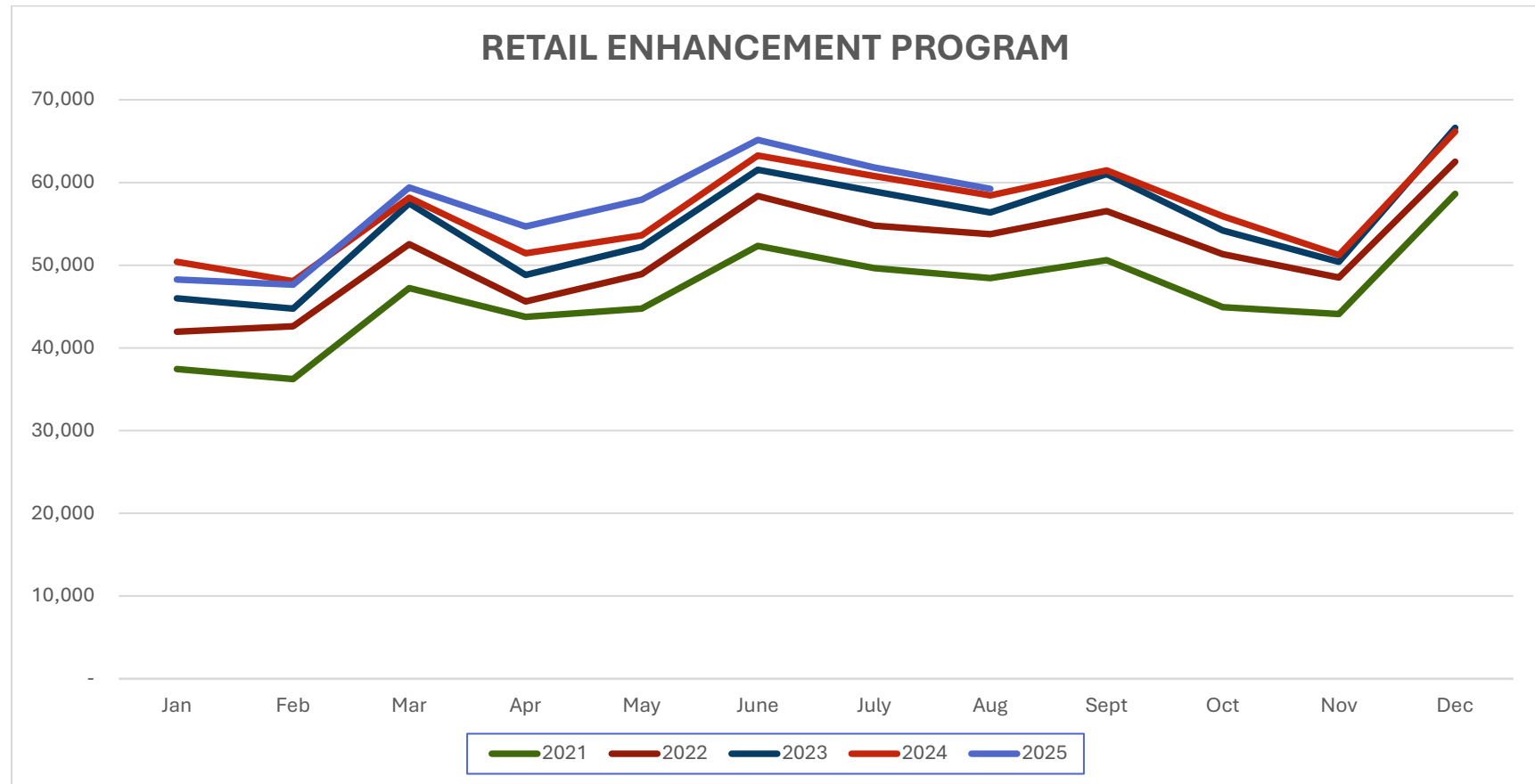
Revenue Category	January	February	March	April	May	June	July	August	Year-to-date
2025 Collections	\$48,263	\$47,643	\$59,401	\$54,671	\$57,905	\$65,142	\$61,825	\$59,218	\$454,068
2024 Collections	\$50,401	\$48,068	\$58,145	\$51,433	\$53,597	\$63,256	\$60,789	\$58,440	\$444,129
% Increase or Decrease	-4.2%	-0.9%	2.2%	6.3%	8%	3%	1.7%	1.3%	2.2%

Graphs and Charts:

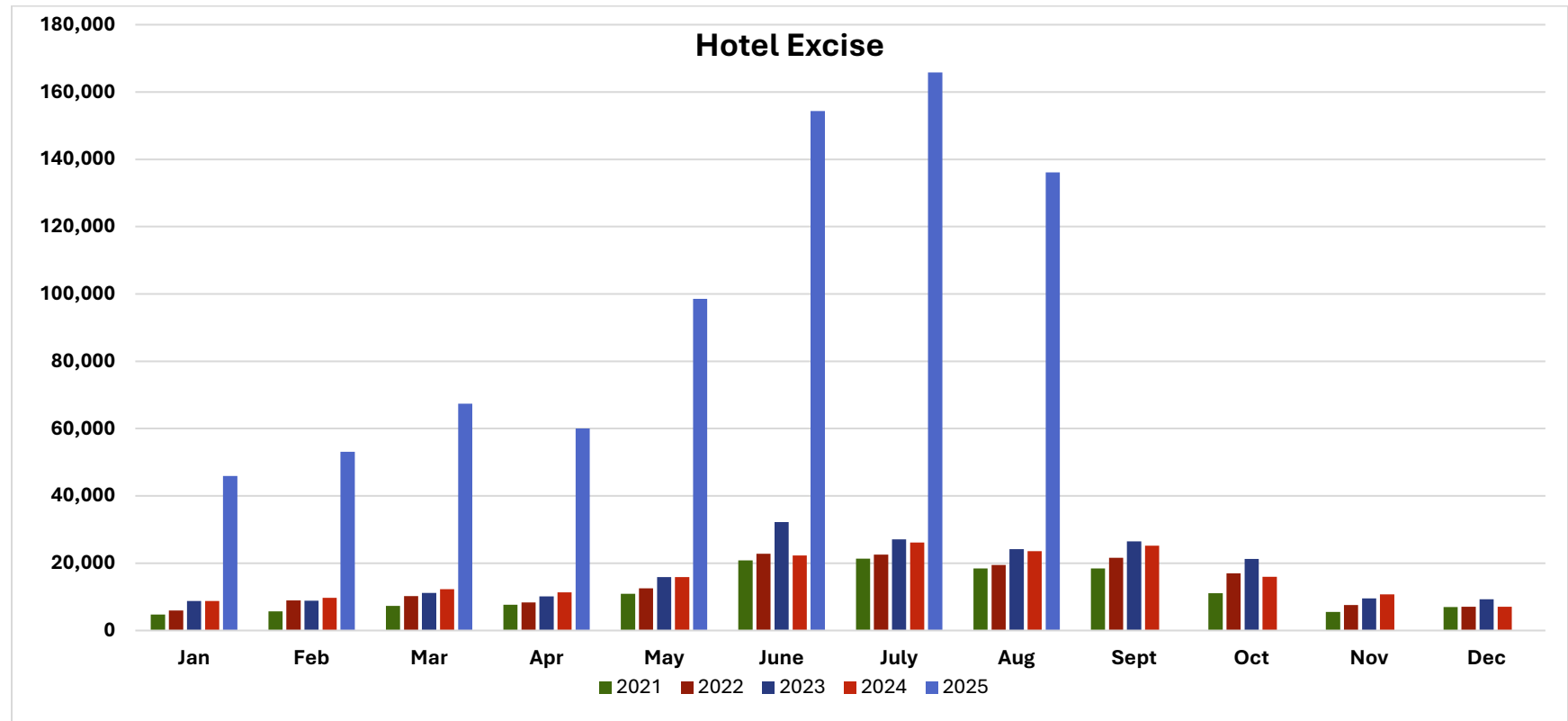
Total City Sales and Use Tax



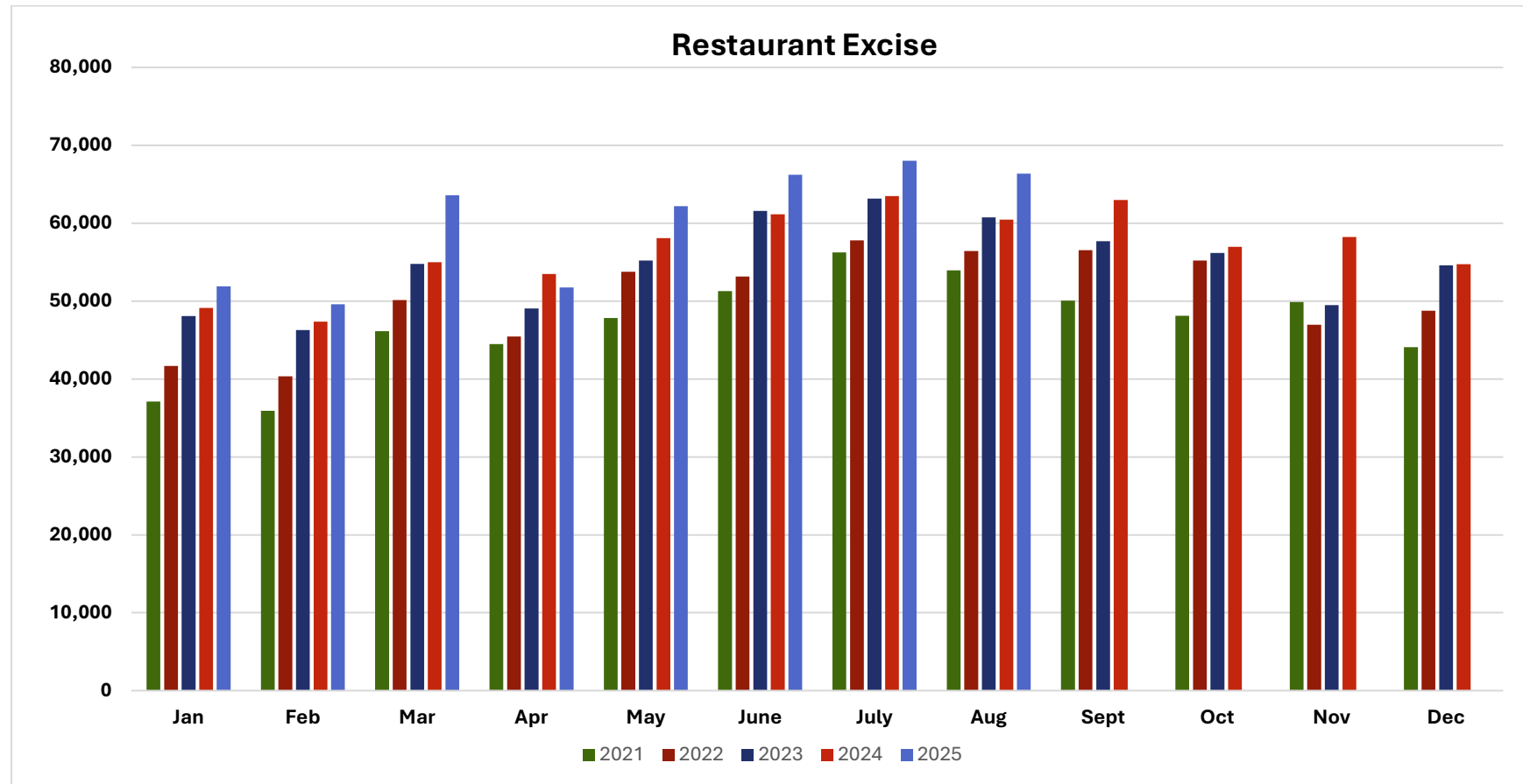
Retail Enhancement Program



Hotel Excise Tax



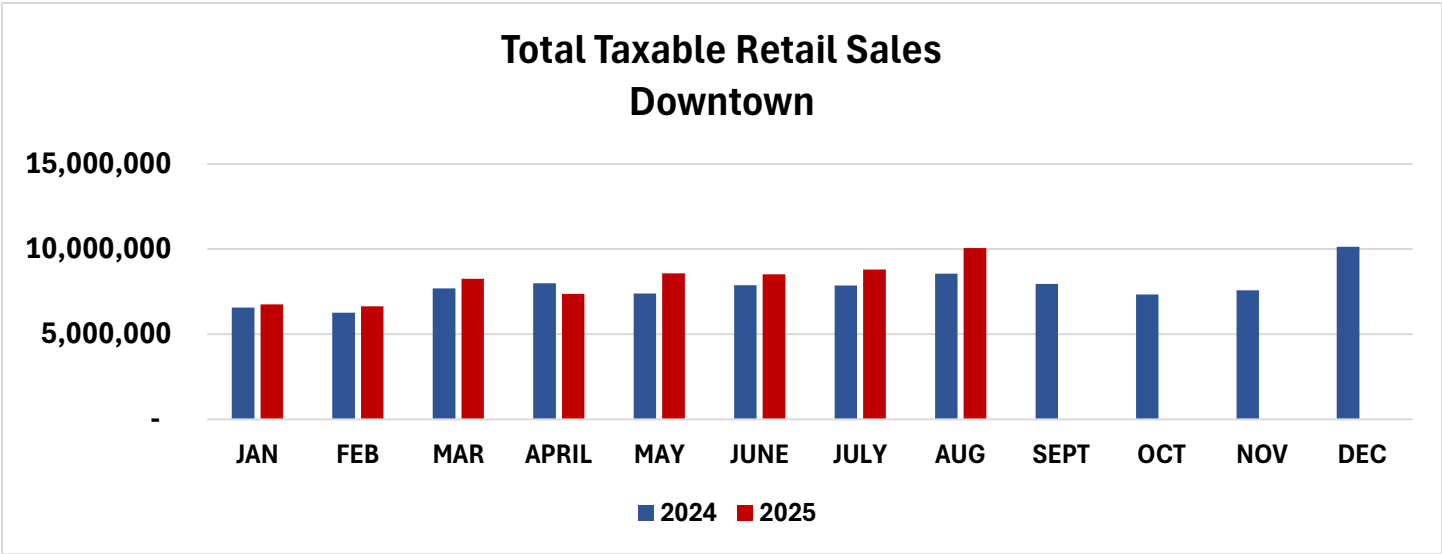
Restaurant Excise Tax



August 2025 Business Area Report

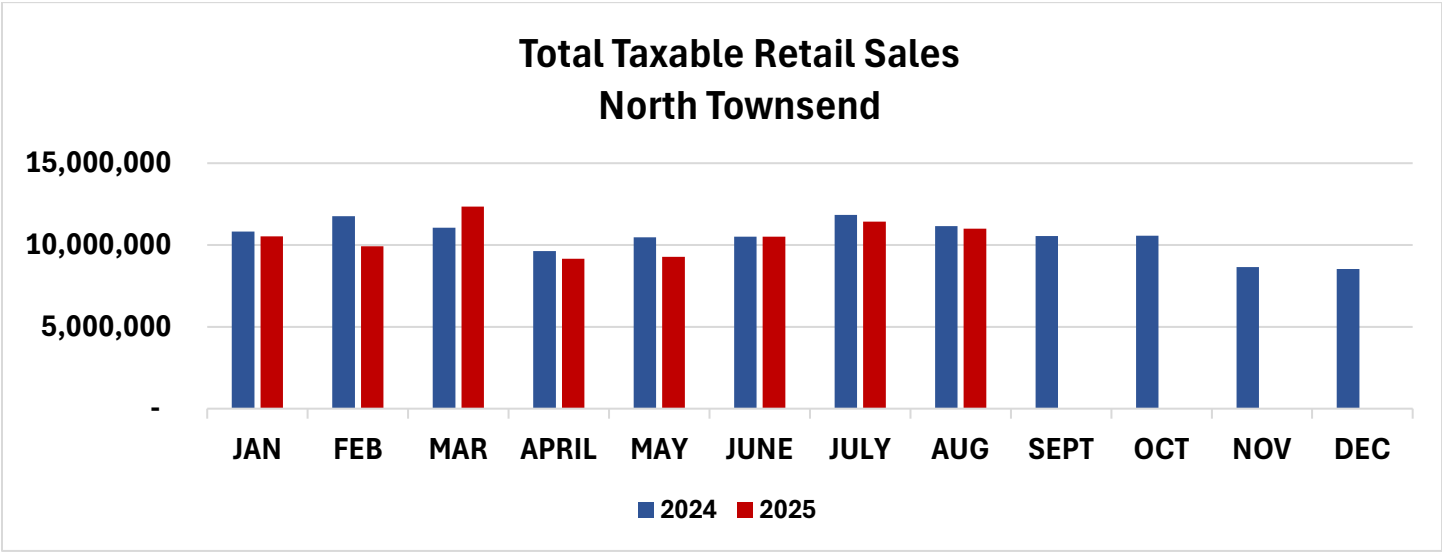
Downtown Total Taxable Retail Sales

August 2025 taxable retail sales in the Downtown business area totaled \$10,055,899. This is an increase compared to August 2024’s taxable retail sales, which totaled \$8,570,060.



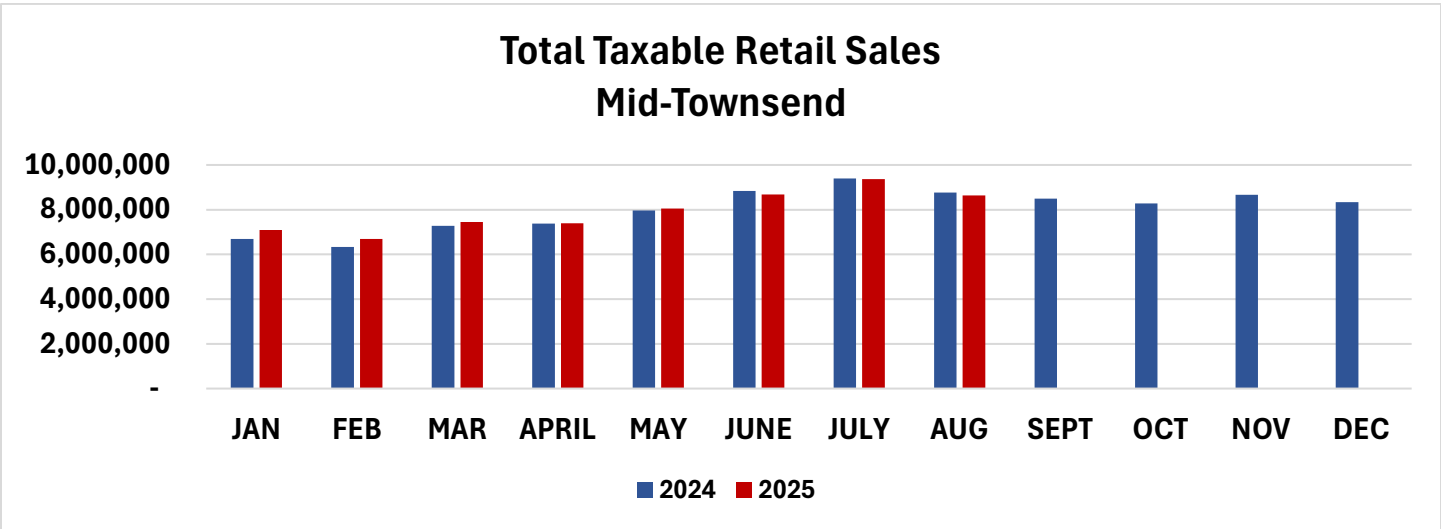
North Townsend Total Taxable Retail Sales

August 2025 taxable retail sales in the North Townsend business area totaled \$10,997,875. This is a decrease compared to August 2024’s taxable retail sales, which totaled \$11,150,618.



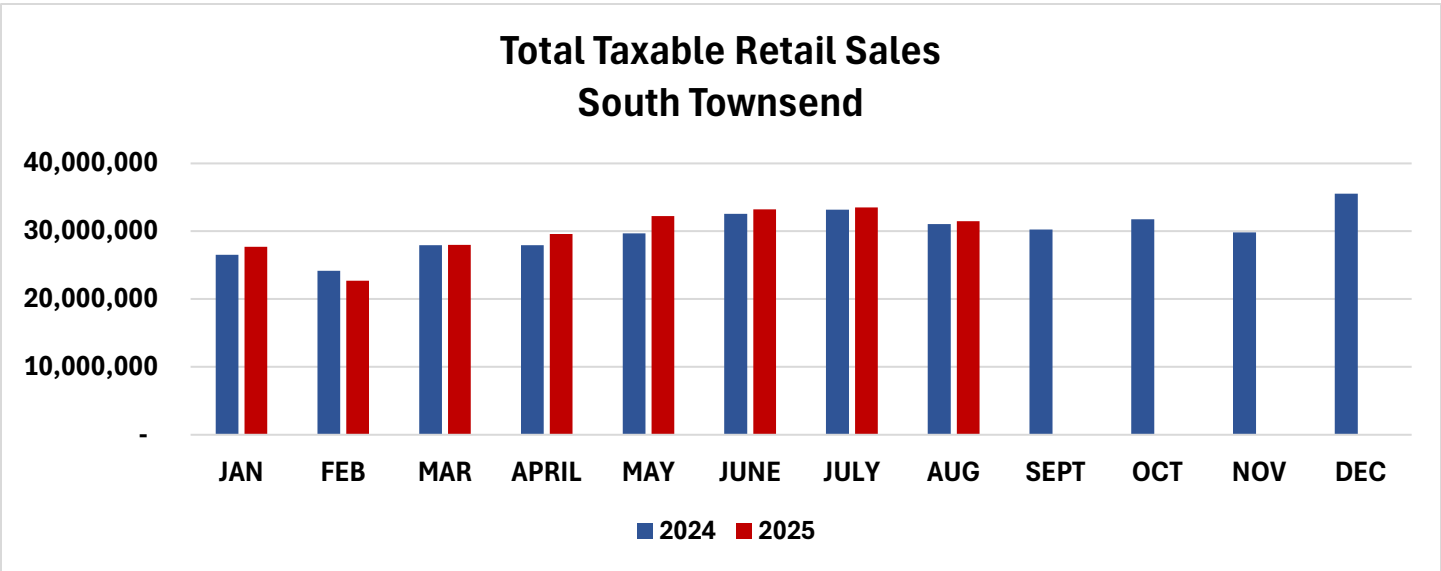
Mid-Townsend Total Taxable Retail Sales

August 2025 taxable retail sales in the Mid-Townsend business area totaled \$8,632,497. This is a decrease compared to August 2024’s taxable retail sales, which totaled \$8,764,576.



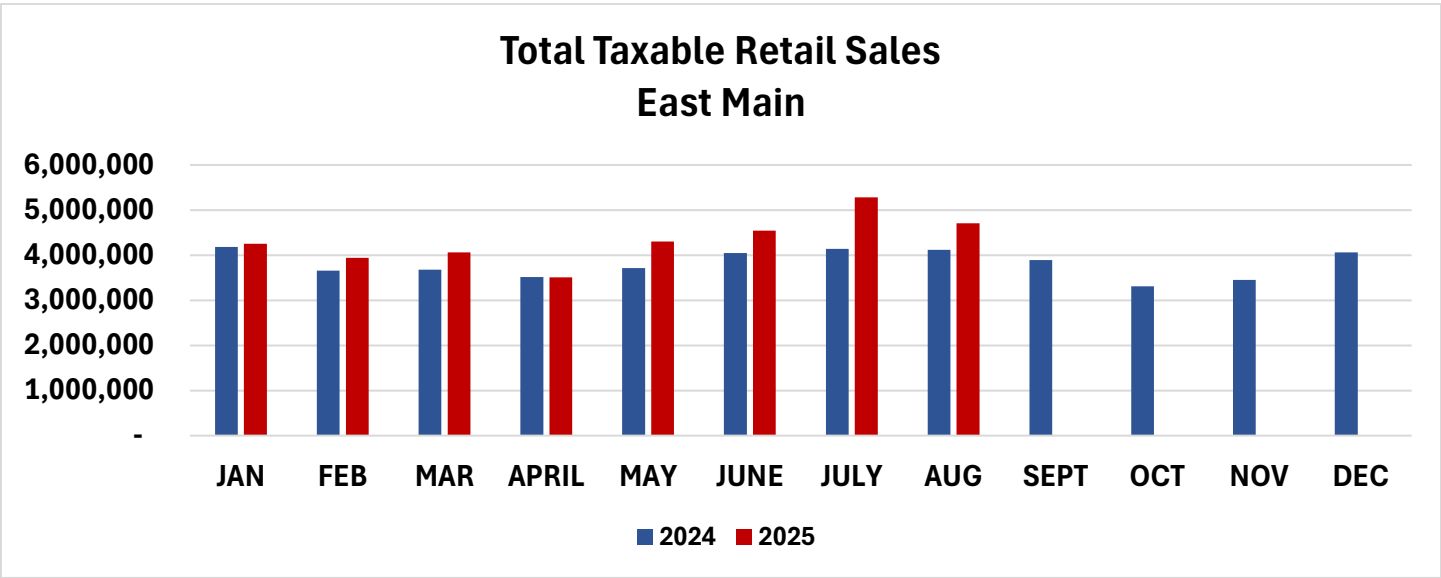
South Townsend Total Taxable Retail Sales

August 2025 taxable retail sales in the South Townsend business area totaled \$31,488,416. This is an increase compared to August 2024’s taxable retail sales, which totaled \$31,073,756.



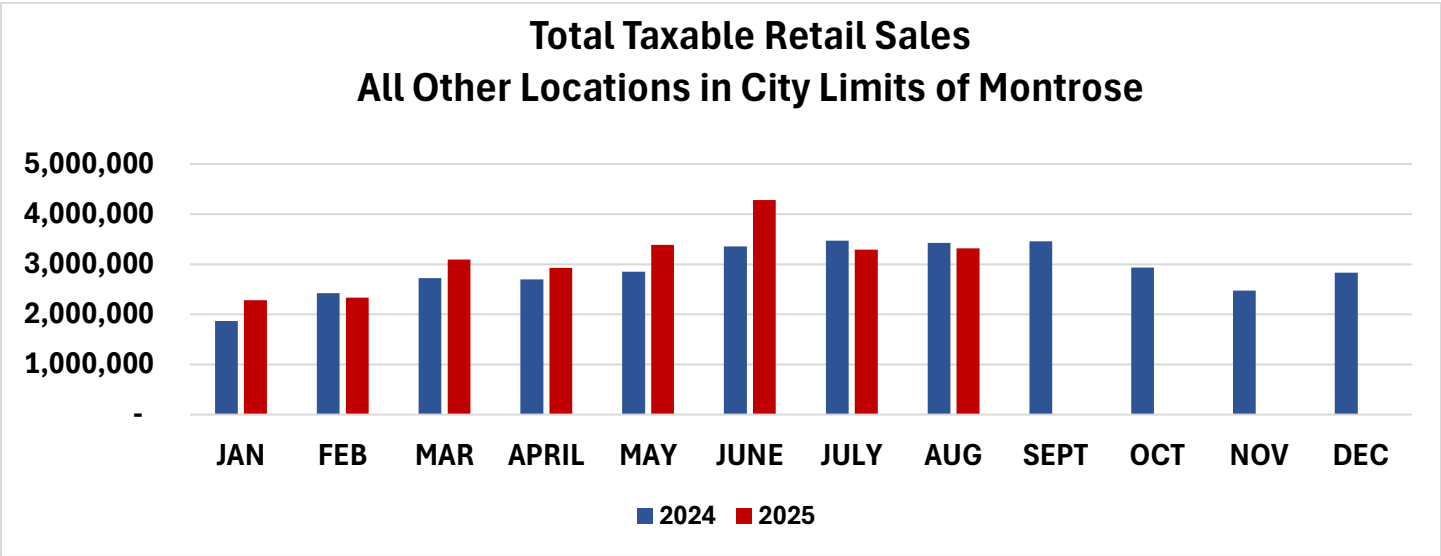
East Main Total Taxable Retail Sales

August 2025 taxable retail sales in the East Main business area totaled \$4,709,386. This is an increase compared to August 2024’s taxable retail sales, which totaled \$4,118,992.



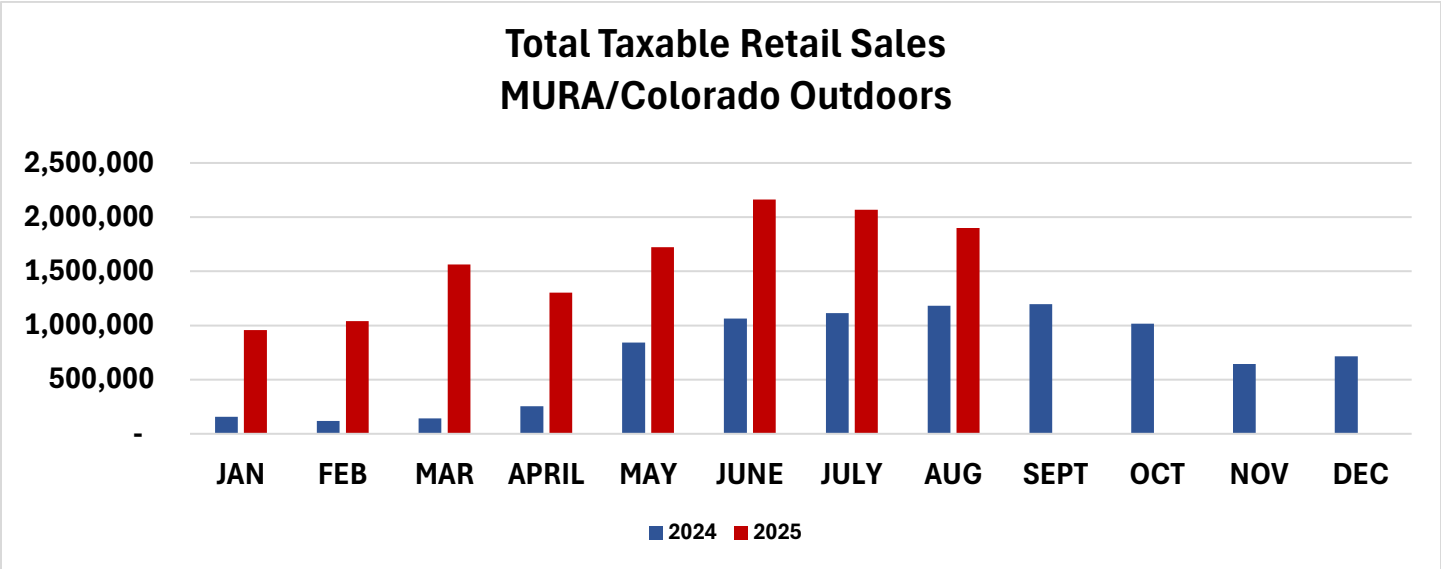
All Other Locations in City Limits of Montrose

August 2025 taxable retail sales from All Other Locations in the City Limits of Montrose totaled \$3,317,885. This is a decrease compared to August 2024’s taxable retail sales, which totaled \$3,423,626.



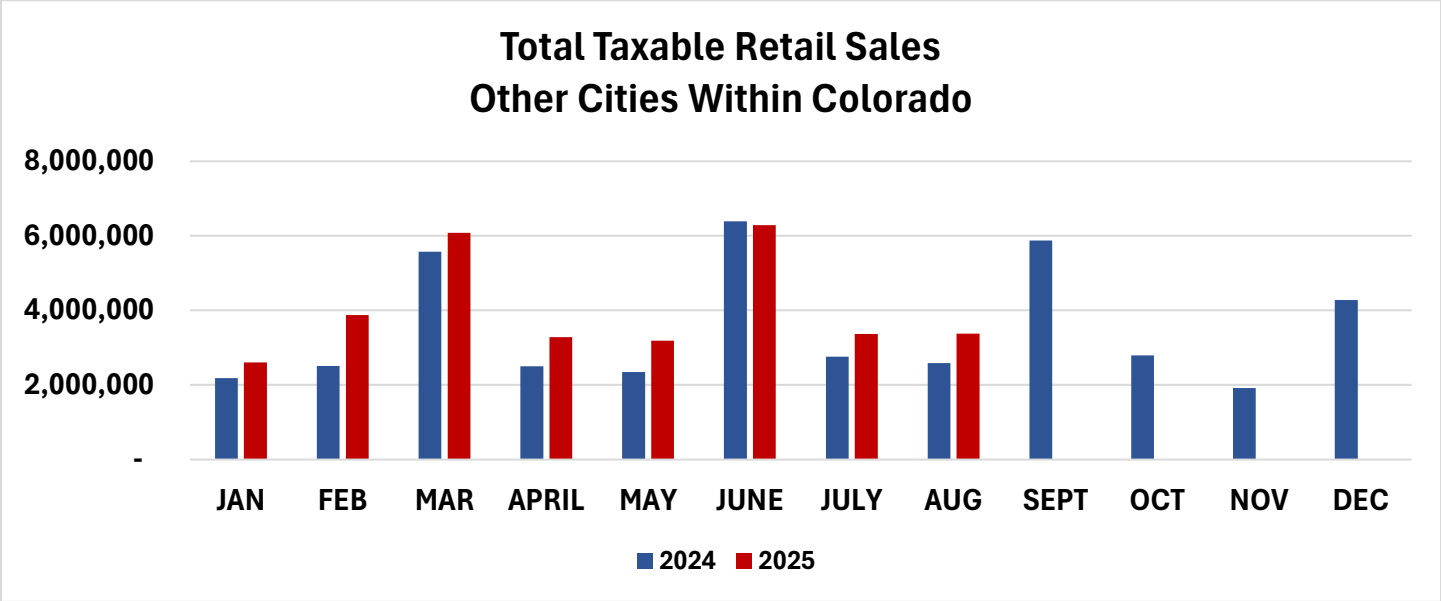
MURA/Colorado Outdoors

August 2025 taxable retail sales in the MURA/Colorado Outdoors business area totaled \$1,900,823. This is an increase compared to August 2024’s taxable retail sales, which totaled \$1,182,201.



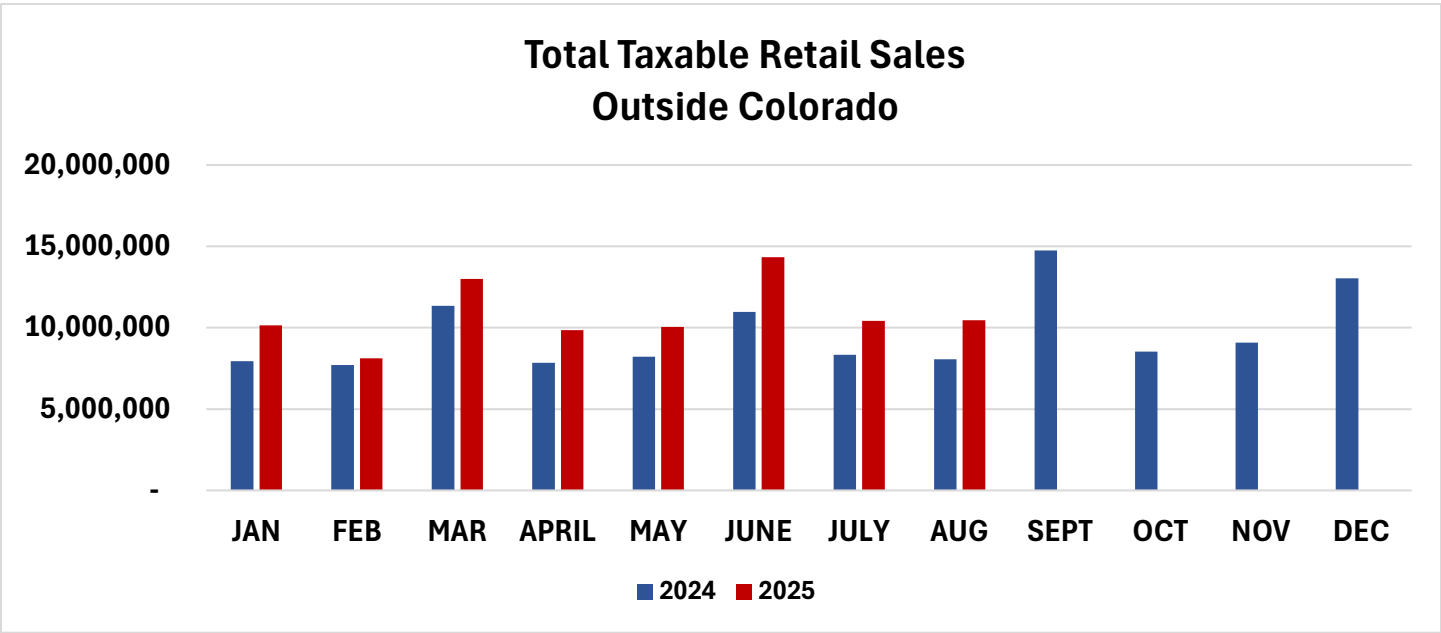
Other Cities Within Colorado

August 2025 taxable retail sales from businesses located in Other Cities Within Colorado totaled \$3,378,389. This is an increase compared to August 2024’s taxable retail sales, which totaled \$2,584,234.



Outside Colorado

August 2025 taxable retail sales from businesses Outside Colorado totaled \$10,450,199. This is an increase compared to August 2024’s taxable retail sales, which totaled \$8,062,580.



Homebase Businesses

August 2025 taxable retail sales from Homebase Businesses totaled \$124,438. This is an increase compared to August 2024’s taxable retail sales, which totaled \$115,326.

