

**TOWN OF DE BEQUE ORDINANCE NO. 555**

**SERIES 2025**

AN ORDINANCE AMENDING SECTION 14.01: GENERAL PROVISIONS AND DEFINITIONS OF THE TOWN OF DE BEQUE MUNICIPAL CODE TITLE 14 TO CLARIFY AND UPDATE THIS SECTION OF TITLE 14 AND SECTION 14.06: REVIEW PROCEDURES OF THE TOWN OF DE BEQUE MUNICIPAL CODE TITLE 14 TO PROVIDE A FAST-TRACK REVIEW PROCESS FOR QUALIFIED AFFORDABLE HOUSING APPLICANTS.

The following describes the intent and purpose of this Ordinance:

- a) The Town of De Beque (the Town) possesses the authority to regulate building applications within the Town for the purpose of promoting the health, safety, morals, and the general welfare of the community, etc. pursuant to C.R.S. § 31-15-401 and other applicable law.
- b) The Town of De Beque's Municipal Code Section 14.01 provides general provisions and definitions for all of Title 14 related to Land Use with the Town. Section 14.06 addresses application timelines and requirements for building permits and variance applications.
- c) The Town Planner prepared a report for the Planning Commission to review regarding the proposed changes to Title 14.01 and Title 14.06.
- d) The Planning Commission reviewed the staff report as it relates to the above-referenced text changes and recommended its approval to the Board of Trustees at their September 9 and October 14, 2025, meetings.
- e) The Board of Trustees held a duly noticed public hearing to consider this Ordinance on November 18, 2025.
- f) The Board of Trustees considered all the evidence presented by staff, other interested parties, comments of review agencies, staff recommendations, and comments from the public.
- g) The Board of Trustees determines that it is in the public interest that the Town's Title 14.01 and 14.06 are revised to reflect the proposed revisions in order to ensure Title 14 has clear language, is updated to be compliant with Colorado State Law, and has updated procedures and processes that incorporate fast-track application processes regarding affordable housing to ensure the Town stays compliant with Proposition 123 requirements and to promote the development of affordable housing within the Town of De Beque.

**Therefore**, the Town of De Beque Municipal Code Sections 14.01 and 14.06 are amended to read as follows:

**Exhibit 1**, Attached.

Approved by the Board of Trustees this 18 day of November, 2025. This Ordinance shall take effect thirty (30) days from the date of publication.

TOWN OF DE BEQUE BOARD OF TRUSTEES:

Shanelle Hansen Nov. 18<sup>th</sup>, 2025

Shanelle Hansen, Mayor

Date

ATTEST:

Lisa M. Rogers 11/18/25

Lisa Rogers, Town Clerk

Date



-End of Document-

## CHAPTER 14.01: GENERAL PROVISIONS AND DEFINITIONS

### SECTIONS

- 14.01.010: Short Title
- 14.01.020: Authority
- 14.01.030: Jurisdiction
- 14.01.040: Amendments to the Colorado Revised Statutes
- 14.01.050: Purpose
- 14.01.060: Severability
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- 14.01.110: Certificate of Planning & Zoning Compliance and Building Permits
- 14.01.120: Certificate of Occupancy
- 14.01.130: Vested Property Rights
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- 14.01.200: Other Definitions

#### **14.01.010: SHORT TITLE**

The Ordinance codified in this Title 14 shall be known and may be cited and referred to as the "Town of De Beque Land Use and Development Code" and herein may be referred to as "this Title," "these regulations," "this Code," or "Title 14".

#### **14.01.020: AUTHORITY**

This Title is authorized by Sections 31-23-101 *et. seq.*, C.R.S.; Sections 29-20-101 *et. seq.*, C.R.S. and Sections 24-65-101 *et. seq.*, C.R.S.

#### **14.01.030: JURISDICTION**

These regulations shall apply to all land and all land uses within the municipal boundaries of the Town of De Beque, Colorado.

#### **14.01.040: AMENDMENTS TO THE COLORADO REVISED STATUTES**

Whenever a section of the C.R.S., referenced in this Title, is later amended or superseded, this Title shall be deemed amended to refer to the amended section or section that most nearly corresponds to the superseded section.

#### **14.01.050: PURPOSE**

The regulations in this Title shall be held to be the minimum requirements enacted to promote the health, safety, and general welfare of the Town of De Beque, Colorado. To these ends such regulations have been prepared in accordance with the Towns' Comprehensive Plan and are designed to:

- A. Lessen congestion in the streets, to secure safety from fire, panic, flood waters and other dangers.
- B. Provide adequate open spaces for light and air.
- C. Prevent the overcrowding of land and undue concentration of population.
- D. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.
- E. Designate, regulate and restrict the location and use of buildings, signs, fences, structures and land for residence, commerce, trade, industry and other purposes.
- F. Regulate and limit the height, number of stories, and size of buildings, signs, fences, and other structures hereafter erected or altered.
- G. Establish standards for off-street parking; to divide the Town into zones of such number, shape, and area as may be deemed best suited to carry out these regulations.
- H. Provide for the administration, enforcement, amendment, and review of these regulations.

This Title is drawn with reasonable consideration, among other things, of the character of the Town, neighborhoods, and other areas of the Town regarding the suitability for particular uses, to conserve the value of buildings and encourage the most appropriate uses of land throughout the Town, and to otherwise provide for the growth of an orderly and viable community.

#### **14.01.060: SEVERABILITY**

If any section, subsection, paragraph, clause, phrase or provision of these regulations shall be adjudged invalid or held to be unconstitutional by a court of competent jurisdiction, the validity of these regulations shall not be affected in whole or in part, other than the provision adjudged to be invalid or unconstitutional.

#### **14.01.070: ORGANIZATION**

This Title is divided into separate chapters to address different aspects of these regulations. The headings and section titles in these regulations are for convenience only and are not intended to be used to interpret or give effect to any of the provisions of these regulations.

#### **14.01.080: ADMINISTRATION**

##### **A. Interpretation**

In their application and interpretation, the provisions of this Title shall be held to be minimum requirements for protecting the health, safety, and general welfare of the public. Nothing herein is intended to repeal, abrogate, annul, impair, or interfere with existing provisions of other laws or ordinances except those specifically repealed by this Title, or with private restrictions placed upon property by covenants, deed or other private agreement, or with restrictive covenants running with the land.

##### **B. Conflicting Provisions**

Whenever the provisions of this Title and the provisions of any other lawfully adopted rules, regulations, or ordinance address the same matter, the more restrictive, or that imposing higher standards, shall govern.

##### **C. Review & Decision-Making Bodies**

###### **1. Purpose**

This Subsection sets forth the powers and duties of the administrative entities responsible for administering, interpreting, and enforcing this Title.

###### **2. Mayor and Board of Trustees (“Board of Trustees”)**

The Board of Trustees shall have all the powers and duties granted by the De Beque Municipal Code.

###### **3. Planning Commission**

The Planning Commission shall have the powers and duties granted it by the De Beque Municipal Code, as well as those permitted under Title 31, Article 23, §§ 31-23-201 - 31-23-227, C.R.S

###### **4. Board of Adjustment**

The Board of Adjustment shall have the powers, duties, and obligations granted by the De Beque Municipal Code, as well as those permitted under Title 31, C.R.S.

5. Town Staff

- a. *Town Administrator*. The Town Administrator shall be responsible for the following:
  - i. Appointing the Town Planner, Code Enforcement Officer, and Floodplain Administrator.
  - ii. Establishing the powers, duties, and responsibilities of the Town Planner, Code Enforcement Officer, and Floodplain Administrator.
  - iii. Overseeing the actions of the Town Planner, Code Enforcement Officer, and Floodplain Administrator.
- b. *Town Planner*. Unless otherwise stated herein, the Town Planner shall be responsible for administering, interpreting, and assisting the with enforcement of this Title. In performing such responsibilities, the Town Planner may delegate such duties to other town staff, as they deem appropriate.
- c. *Code Enforcement Officer*. The Code Enforcement Office shall be responsible for enforcing this Title.
- d. *Floodplain Administrator*. The Floodplain Administrator shall be responsible for administering, interpreting, and implementing the applicable floodplain provisions set forth in this Title.

**D. Procedure for Quasi-Judicial Hearings**

All quasi-judicial hearings held before the Board of Trustees; any board, commission, official, or employee of the town; or, any hearing officer appointed to hear and receive evidence and render a decision on the law and facts shall comply with Title 2, Chapter 2.08 of the De Beque Municipal Code.

**14.01.090: PUBLIC NOTICE REQUIREMENTS**

**A. Applicant Responsibilities**

For all actions of the Town described in this Title requiring a public hearing(s), the applicant shall:

1. Provide public notice;
2. Demonstrate that public notice conforms to the requirements of this Section;
3. Ensure the accuracy and proper mailing, publication, and posting of notice for a public hearing(s);
4. Be responsible for all costs incurred in connection with providing notice for a public hearing(s);  
AND,
5. Submit proof of giving public notice, to the town, prior to commencement of the applicable public hearing(s).

**B. Public Notice Requirements**

All notices for a public hearing shall include the following:

1. A statement of the nature of the matter being considered.
2. The time, date, and place of the public hearing.
3. The agency or office and phone number where further information may be obtained.
4. A legal description of the subject property.

**C. Mailed Notice**

1. Notice of the public hearing shall be sent by certified mail, to all property owners within two hundred feet (200') of the subject property, as measured from the boundary of the property. The notice must be mailed a minimum of fifteen (15) calendar days in advance of the date of the public hearing.
2. The Mesa County Assessor's records shall be used to determine the addresses of property owners.

**D. Published Notice**

Notice of the public hearing shall be published, one time, in a local newspaper having general circulation within the Town. The notice must be published a minimum of fifteen (15) calendar days in advance of the date of the public hearing. If there is no local newspaper having general circulation within the Town, notice of the public hearing must be published in a local newspaper having general circulation within Mesa County.

**E. Posted Notice**

Notice of the public hearing shall be posted on a sign, with a minimum size of two (2) feet by three (3) feet, on the subject property and in a location that is clearly visible from adjacent roadways. The notice must be posted on the subject property a minimum of fifteen (15) calendar days in advance of the date of the public hearing.

**F. Mineral Owner Notice**

As required by State Statute, notice to mineral estate owners shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, not less than thirty (30) calendar days before the date scheduled for the first public hearing on an "application for development," which may include applications for:

1. A sketch plan, a preliminary or final plat for a subdivision.
2. A Planned Unit Development (PUD).
3. General development plans.
4. Special use permits.
5. Zoning or rezoning to a planned unit development that would change or create lot lines where such applications are in anticipation of new surface development.

### **G. Major Activity Notice**

As required by State Statute, the Town shall send notice of a proposed subdivision or commercial or industrial activity, which will cover five (5) or more acres of land, to the Colorado Geologic Survey and the Mesa County Board of Commissioners prior to approval of any zoning change, development permit, subdivision, or building permit associated with such proposal.

### **H. Constructive Notice**

#### **1. Minor Notice Defects.**

Minor defects in any notice for a public hearing shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements. Minor defects in a notice for a public hearing are limited to the following:

- a. Errors in a legal description.
- b. Typographical or grammatical errors that do not affect the discernability of the notice.

#### **2. Failure to Observe or Receive Notice.**

Failure of a party to observe or receive written notice of a public hearing shall not invalidate or prohibit subsequent action. If questions arise at the public hearing regarding the adequacy of notice, the decision-making body shall make a formal finding as to whether there was substantial compliance with the notice requirements of this Title.

## **14.01.100: FEES & COSTS**

### **A. Application Fees**

#### **1. Schedule of Fees**

A schedule of fees for land use applications will be adopted by resolution of the Board of Trustees and may be amended from time to time by resolution. A copy of the schedule of fees is to be made available at De Beque Town Hall and on the Town's website.

#### **2. Payment of Fees**

Each application shall be submitted with the fees set forth by the Board of Trustees for that application. The fees shall be considered a minimum for each type of application. To the extent these application fees do not provide sufficient funds to pay for outside professional services for the review of the application, the applicant will be charged the actual review costs including but not limited to, the costs of outside town consultants and town legal fees. All fees shall be due and payable upon submission, and all additional fees will be due and payable at such time as a statement is presented to the applicant.

### **B. Public Notice Costs**

As provided elsewhere in this Code, all costs of providing notice, including publication, mailing, and posting, shall be borne by the applicant.

### **C. Recording Costs**

Recording and filing fees imposed by the Mesa County Clerk and Recorder, and others, as a result of the application, shall be advanced by the applicant prior to the documents being tendered for recording.



#### E. Unpaid Fees & Costs

1. All land use application fees, other fees and costs authorized by this Title, and all actual review costs including but not limited to, the cost of outside town consultants, engineers and Town legal fees shall constitute a lien upon any lot, land, building or premises which is the subject of a land use application until fully paid. If said fees and costs are not paid when due, the Town Treasurer may certify the amount of the same to the County Treasurer, to be placed on the tax list for the current year, and to be collected in the same manner as other taxes are collected, with eighteen percent (18%) added thereto to defray the costs of collection, in accordance with Section 31-20-105, C.R.S. All laws of this State for the assessment and collection of general taxes, including the laws for the sale of property for taxes and redemption of the same, shall apply.
2. In addition, failure to pay the fees and costs authorized by this Title when due and owing shall constitute grounds to deny any pending land use application and shall also constitute grounds to revoke any prior land use approval related to such unpaid fees and costs.

### 14.01.110: CERTIFICATE OF PLANNING & ZONING COMPLIANCE AND BUILDING PERMITS

#### A. Certificate of Planning and Zoning Compliance

##### 1. Certificate Required

No site preparation for, or construction of, any building or structure shall commence without first obtaining a Certificate of Planning and Zoning Compliance indicating conformance with the applicable requirements of this Title and all other applicable requirements of De Beque's Municipal Code. A Certificate of Planning and Zoning Compliance must be issued prior to the issuance of a building permit.

##### 2. Submittal Requirements

An application for a Certificate of Planning and Zoning Compliance must include the following items:

- a. *Application*. A completed and signed copy of the application form furnished by the Town.
- b. *Application Fee*. Payment for the applicable fee as established by the Town's fee schedule.
- c. *Agreement to Pay Form*. A completed and signed copy of the Agreement to Pay Consulting Fees & Expenses furnished by the Town.
- d. *Authorization Letter*. A letter signed by all owner(s) of the property, if the owner(s) intends to have a representative complete the application and its processing.
- e. *Site Plan*. A Site Plan, drawn to scale and prepared in accordance with Section 14.07.030.
- f. *Drainage and Grading Plan*. All applications, except those for the construction or alteration of a single-family dwelling not located in a Special Flood Hazard Area, shall include a Drainage and Grading Plan, prepared by a qualified professional engineer, drawn to scale, and that includes the following items:
  - i. The legal boundaries and the topography of the lot to be built upon, as well as adjacent

properties and other potentially affected properties.

- ii. The dimensions and size of the building(s) to be erected.
- iii. The location of such building(s) on the lot with reference to the legal boundaries and the existing and proposed topography of the subject property and other potentially affected properties.
- iv. Other information that may be required by the Town Engineer.

The Town Engineer may waive the requirement for a Drainage and Grading Plan if, in their opinion, the proposal will not significantly alter drainage in a manner that will affect adjacent properties, public infrastructure, and/or the proposed building or structure.

- g. *Building Elevations.* Building elevations and other information to demonstrate compliance with the Architectural Standards set forth in Chapter 14.08.
- h. *Landscape Plan.* A Final Landscape Plan, prepared in accordance with Section 14.08.130, that demonstrates compliance with the Landscape Standards set forth in Chapter 14.08.
- i. *Lighting Plan.* A Lighting Plan, prepared in accordance with Section 14.08.230, that demonstrates compliance with the Lighting Standards set forth in Chapter 14.08.
- j. *Additional Information.* Any other information deemed necessary by the Town Planner to ensure a complete and proper review of the request.

3. Waiver of Application Submittal Requirements

- a. At the discretion of the Town Planner, one or more submittal requirements for a Planning and Zoning Compliance application may be waived if they determine that the information is not necessary to evaluate the application for compliance with the applicable requirements of this Title.
- b. A decision to grant a waiver does not prevent the Town Planner from requiring an applicant to submit additional information, at any time during the review process, if such information is necessary for a proper and complete review of an application.

4. Application Completeness Review

- a. Within ten (10) business days of the town receiving an application, the Town Planner will review the application and determine whether the application is complete and includes sufficient information to be evaluated for compliance with the applicable requirements of De Beque's Municipal Code.
- b. If the application is deemed complete, it will be accepted for review by the Town.
- c. If the application is deemed incomplete, the Town Planner will provide the applicant with written notice of the application's deficiencies. The applicant will have ninety (90) business days to correct all deficiencies in their application. If the applicant fails to correct the application's deficiencies within the allotted time, the application will be considered

withdrawn for failure to achieve completeness.

5. Review and Decision

- a. Within ten (10) business days of a determination of completeness, the Town Planner will circulate the application for review and comment by town departments, town consultants, and/or referral agencies that may be affected by the proposal. The Town Planner is responsible for determining the appropriate town departments, town consultants, and referral agencies to involve in the review of an application.
- b. The comment period for the review by referral agencies shall be twenty-eight (28) business days from the date that the application is circulated by the Town Planner. Upon request by a referral agency, the Town Planner may authorize one (1) extension of this comment period by up to ten (10) business days. Town departments and town consultants may provide comments on an application at any time during the review process.
- c. Upon the conclusion of the review process, the Town Planner will render a decision to approve, approve with conditions, or deny the application and provide the applicant with written notice of their decision.
- d. If, during the review process, a town department, town consultant, and/or referral agency determines that an application contains erroneous information, is technically deficient, and/or does not comply with all applicable regulations, standards, and/or laws of the Town, county, state, and/or federal government the Town Planner will do the following:
  - i. Withdraw the application from the review process.
  - ii. Provide the applicant with written notice of the issues that have been identified by a town department, town consultant, and/or referral agency, that the application has been withdrawn from the review process, and that no further action will be taken on the application until such issues have been addressed by the applicant.

If an applicant fails to correct all application issues within ninety (90) business days of the date of the written notice from the Town Planner, the Town Planner may deem the application to be withdrawn. If the Town Planner deems the application to be withdrawn, they shall provide the application with written notice of this decision.

6. Fast-Track Review Process for Affordable Housing Projects

To comply with the requirements of C.R.S. 29-32-105(2) et seq., the following fast-track review process applies to all Planning and Zoning Compliance applications for affordable housing projects:

- a. Upon a determination of completeness in accordance with Subsection 14.01.110(A)(4), an application will be reviewed in accordance with Section 14.01.110(A)(5) and the Town Planner will render a decision within ninety (90) calendar days.
- b. The fast-track review process is permitted to be extended as follows:

- i. A one-time extension of up to ninety (90) calendar days may be granted by the Town Planner, upon receipt of a written request from the applicant.
- ii. To allow time to comply with a state law or court order. The length of such an extension will be determined by the state law or court order.
- iii. To allow for review by an agency not under the control of the Town and with approval authority over the project (e.g., De Beque Fire Protection District) and to allow for comments from such agency to be addressed by the applicant.
- iv. An extension of up to thirty (30) calendar days may be granted by the Town Planner to address comments that arise during the application review process. The extension period shall begin upon the Town's receipt of the applicant's response to such comments. If the Town Planner authorizes such an extension, they must provide the applicant with written notification.

The Town Planner is authorized to grant more than one (1) extension of up to thirty (30) calendar days if additional extensions are deemed necessary to address application review comments.

- c. At the discretion of an applicant, an application may be opt-outed of the fast-track review process.

#### 7. Public Improvements

- a. As part of the review of a Planning and Zoning Compliance application, the Town Planner will consult with the appropriate town departments, town consultants, and/or referral agencies to determine whether the design and installation or construction of public improvements (e.g., street paving, curbs, gutters, sidewalks, drainage facilities, extension of water or sewer mains, fire hydrants, etc.), is required to serve and/or mitigate the impacts from a proposed development.
- b. If it is determined that public improvements are required, the Town Planner shall provide the applicant with written notice of such a determination.
- c. An applicant may appeal the Town Planner's decision on the public improvements required for their development to the Board of Trustees. The applicant must submit their appeal, in writing, to the Town Clerk within fifteen (15) calendar days of the issuance of the decision by the Town Planner. Any appeal received later than this will not be considered by the Town. Within sixty (60) calendar days of the receipt of an appeal, the Board of Trustees shall review the Town Planner's decision and render a decision on what, if any, public improvements will be required for the development.
- d. If the Town determines that public improvements are required for a proposed development, the Town Planner shall include a condition in the Certificate of Planning and Zoning Compliance that requires the construction of such public improvement(s) by the applicant and the dedication thereof to the Town.

#### 8. Development Improvements Agreement Required

- a. A Development Improvements Agreement, prepared in accordance with Section 14.01.170, shall be required for all developments that require the construction of public improvements.
- b. In such cases, no Certificate of Planning and Zoning Compliance shall be issued until a Development Improvements Agreement has been executed between the applicant and the Board of Trustees.

9. Appeals

Unless otherwise stated in this Section, an applicant may file an appeal of the Town Planner's decision on an application in accordance with Chapter 14.06.

10. Record of Certificates

A record of Certificates of Planning and Zoning Compliance that have been issued by the Town shall be kept in the office of the Town Clerk.

**B. Building Permits**

1. Mesa County serves as the building department for the Town of De Beque. Building permit applications are submitted to Mesa County for processing, review, and scheduling of inspections.
2. A copy of a Certificate of Planning and Zoning Compliance, issued by the Town, must be included with a building permit application.

**14.01.120: CERTIFICATE OF OCCUPANCY**

**A. Certificate of Occupancy Required**

No building or structure shall be used or occupied, until a Certificate of Occupancy has been issued by the Town.

**B. Issuance of Certificate of Occupancy**

1. A Certificate of Occupancy for a new building or structure or the alteration of an existing building or structure shall be applied for coincident with the application for a building permit.
2. A Certificate of Occupancy shall be issued within ten (10) business days of the erection or alteration of such building or structure being completed in conformance with the provisions of this Title and the building code(s) adopted by the Town of De Beque.
3. A Certificate of Occupancy issued by the town shall state that a building or structure complies with all building and health laws and ordinances and with the provisions of this Title.

**C. Certificate of Occupancy Records**

1. The Town's Building Department shall keep a record of all Certificates of Occupancy issued in the Town of De Beque.
2. The Town shall provide a copy of a Certificate of Occupancy upon request by any person having proprietary or tenancy interest in the building or structure affected.

**D. Fees**

No fee shall be charged for an original Certificate of Occupancy applied for coincidental with the building permit application. For all Certificates of Occupancy or copies of an original Certificate of Occupancy, there shall be a fee as set by the Board of Trustees.

**F. Completion of Landscape Improvements Prior to Certificate of Occupancy**

1. Unless otherwise stated in this Subsection, no Certificate of Occupancy shall be issued for any building or structure until all required landscape improvements have been installed and a qualified professional, including but not limited to a licensed landscape architect, landscape contractor, nursery professional, or other similar professional with equivalent credentials acceptable to the Town, has verified, in writing, that the landscape improvements have been installed in accordance with the approved landscape plan.
2. If weather and/or seasonal conditions prevent the installation of the required landscape improvements, a Certificate of Occupancy may be issued if the following occur:
  - a. All required landscape improvements are completed within six (6) months of the issuance date of the Certificate of Occupancy, unless an extension is granted in accordance with this Subsection.
  - b. The applicant provides the Town with a performance guarantee in an amount equal to one hundred and twenty percent (120%) of the estimated cost of the materials and labor for the uninstalled landscape improvements to guarantee that such improvements are installed by an agreed upon date and in accordance with the approved landscape plan. The type and amount of the performance guarantee is subject to approval by the Town and the performance guarantee must comply with all applicable requirements set forth in Subsection 14.01.170(N).
  - c. The applicant complies with all applicable Town sediment and erosion control requirements until all required landscape improvements have been installed.
3. A performance guarantee shall only be released by the Town once all required landscape improvements have been installed and a qualified professional, as described in Subsection 14.01.170(F)(1), has verified, in writing, that the landscape improvements have been installed in accordance with the approved landscape plan. If an applicant fails to complete the installation of all required landscape improvements within the designated timeframe, the Town shall have the authority to use the performance guarantee to install the required landscaping.
4. An applicant may request an extension of the completion date for landscape improvements. Such a request must be submitted to the Town in writing and demonstrate the following:
  - a. Failure to complete the landscape improvements was beyond the applicant's control due to weather conditions, seasonal conditions, and/or other similar cause(s).
  - b. All landscaping improvements will be completed prior to the termination of the requested extension period.
  - c. If applicable, the homeowner's association is supportive of the requested extension.

5. The Town Planner may authorize one (1) extension for the completion of all required landscape improvements for a period of up to six (6) calendar months.

#### **14.01.130: VESTED PROPERTY RIGHTS**

##### **A. Purpose**

The purpose of this Section is to provide the procedures necessary to implement the provisions of Article 68 of Title 24, Colorado Revised Statutes, which Article establishes a vested property right to undertake and complete development and use of real property under the terms and conditions of a site-specific development plan.

##### **B. Definitions**

Unless modified in this subsection, the terms used in this Section shall have the same meaning as set forth in Section 24-68-102, C.R.S. As used in this Section, unless the context otherwise requires:

1. "Site-specific development plan" means a plan that has been submitted to the Town by a landowner or such landowner's representative describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property, which plan shall create a vested property right. The following shall be considered site-specific development plans:

| DEVELOPMENT REVIEW PROCEDURE  | SITE-SPECIFIC DEVELOPMENT PLAN   |
|---|--|
| a. Special Use review pursuant to Section 14.03.080.  | a. Site Plan approved by the Board of Trustees.  |
| b. Subdivision Review pursuant to Chapter 14.05, including major subdivisions, minor subdivisions, re-subdivisions, and division of property into condominium or townhouse units. | b. Final Plat approved by the Board of Trustees.   |
| c. Planned Unit Development (PUD) review, pursuant to Chapter 14.04, not accompanied by subdivision of land.  | c. Final PUD Plan approved by the Board of Trustees and adoption of the PUD zoning ordinance.  |
| d. Planned Unit Development (PUD) review, pursuant to Chapter 14.04, accompanied by subdivision of land.  | d. Final PUD plan approved by the Board of Trustees, adoption of PUD zoning ordinance, and Final Plat approved by the Board of Trustees. |

If not indicated above, a site-specific development plan shall mean the final approval step, irrespective of the name or designation of such approval, which occurs prior to building permit application. Provided, however, the Board of Trustees may by agreement with the applicant designate an approval step other than those indicated above, or the final approval step, to serve as the site-specific development plan approval for a specific project.

The following are specifically excluded from, and shall not constitute, a site-specific development plan:

- Variances issued by the Board of Adjustment
  - Sketch or Preliminary Plans
  - Business Licenses
  - Floodway or Floodplain Permits
  - Franchises
  - Temporary Use Permits
  - Any Comprehensive Master Plan Element
  - Creation of Improvement Districts
  - Zoning or Rezoning
  - Final Architectural Plans
  - Final Construction Drawings and related documents specifying materials and methods for construction of improvements
2. “Vested property right” means the right to undertake and complete development and use of property under the terms and conditions of a site-specific development plan.

#### **C. Applications - Approval by the Town**

1. Except as otherwise provided in this subsection, an application for approval of a site-specific development plan as well as the approval, conditional approval, or denial of approval of a plan shall be governed only by the duly adopted laws and regulations in effect at the time the application is submitted to the Town.

For purposes of this subsection, “laws and regulations” includes any zoning or development law of general applicability adopted by the Town as well as any zoning or development regulations that have previously been adopted for the parcel described in the plan and that remain in effect at the time of application for approval of the plan.

In the event the application for a site-specific development plan requires review and approval in multiple stages, “application” means the original application submitted at the first stage in any process that may culminate in the ultimate approval of a site-specific development plan.

2. Notwithstanding the limitations contained in Subsection 14.01.140(C)(1), the Town may adopt a new or amended law or regulation when necessary for the immediate preservation of public health and safety and may enforce such law or regulation in relation to applications for site-specific development plans pending at the time such law or regulation is adopted.

#### **D. Alternative Creation of Vested Property Rights**

If any applicant desires an approval step, other than as defined in Subsection 14.01.140(B)(1), to constitute an approval of a site-specific development plan with the effect of creating vested property rights pursuant to this Section and Article 68 of Title 24, C.R.S., the applicant must so request at least thirty (30) days prior to the date of said approval by the Board of Trustees or Planning Commission, as applicable, is to be considered. Failure to do so renders the approval by the Board of Trustees or Planning Commission, as the case may be, to not constitute an approval of a “site-specific development plan” and no vested property right shall be deemed to have been created by such approval, except in the case of an approval as set forth in Subsection 14.01.140(B)(1).



**E. Establishment of Vested Property Rights; Public Notice Required**

1. A vested property right shall be deemed established with respect to any property upon the approval, or conditional approval, of a site-specific development plan, following notice and public hearing, by the Town.
2. A vested property right shall attach to and run with the applicable property and shall confer upon the landowner the right to undertake and complete the development and use of said property under the terms and conditions of the site-specific development plan, as approved, including any amendments thereto.
3. A site-specific development plan shall be deemed approved upon the effective date of the Town's legal action, resolution or ordinance relating thereto. Such approval shall be subject to all rights of referendum and judicial review; except that the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication, in a newspaper of general circulation within the Town, of a notice advising the general public of the site-specific development plan approval and creation of a vested property right pursuant to this Section and Article 68 of Title 24, C.R.S. Such publication shall occur no later than fourteen (14) days following approval.

**F. Approval of Site-specific Development Plan - Conditions**

1. The Town may approve a site-specific development plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety and welfare, and failure to abide by such terms and conditions may, at the option of the Board of Trustees, after public hearing, result in the forfeiture of vested property rights. This subsection shall be strictly construed.
2. Terms and conditions imposed or agreed upon may include, without limitation:
  - a. Future approvals by the Town not inconsistent with the original approval;
  - b. Approvals by other agencies or other governments;
  - c. Satisfactory inspections;
  - d. Completion of all or certain phases of a project by certain dates;
  - e. Waivers of certain rights;
  - f. Completion and satisfactory review of studies and reports;
  - g. Payment of fees to the Town or other governmental or quasi- governmental agencies as they become due and payable;
  - h. Payment of costs and expenses incurred by the Town relating to the approval;
  - i. Continuing review and supervision of the plan and its implementation and development;
  - j. Obtaining and paying for building permits, water taps and wastewater taps;

- k. Compliance with other codes and laws, including building codes, of general applicability;
- l. Construction of improvements or facilities for the use of future inhabitants or the public at large;
- m. Payment of any applicable impact fees; AND,
- n. Dedication of public or park land, common area or open space, with provision for its maintenance; or payment of a fee in lieu thereof.

#### **G. Duration and Termination of Vested Property Rights**

1. A property right which has been vested pursuant to this Section and Article 68 of Title 24, C.R.S., shall remain vested for a period of three (3) years. This vesting period shall not be extended by any amendments to a site-specific development plan unless expressly authorized by the Board of Trustees.
2. Notwithstanding the provisions of Subsection 14.01.140(G)(1) above, the Town is authorized to enter into development agreements with landowners providing that property rights shall be vested for a period exceeding three (3) years where warranted in the light of all relevant circumstances including, but not limited to, the size and phasing of the development, economic cycles, and market conditions. Such development agreements shall be adopted as legislative acts subject to referendum.
3. Following approval or conditional approval of a site-specific development plan, nothing contained in this Section or Article 68 of Title 24, C.R.S. shall exempt such a plan from subsequent reviews and approvals by the Town to ensure compliance with the terms and conditions of the original approval, if such further reviews and approvals are not inconsistent with said original approval.

#### **H. Waiver of Vested Property Rights**

An applicant may waive a vested property right by separate agreement, which shall be recorded in the office of the Mesa County Clerk and Recorder. Unless otherwise agreed to by the Town, any landowner requesting annexation to the Town shall waive in writing any preexisting vested property rights as a condition of such annexation.

#### **I. Subsequent Regulation Prohibited - Exceptions**

1. A vested property right, once established as provided in this Section and Article 68 of Title 24, C.R.S., precludes any zoning or land use action by the Town or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in an approved site-specific development plan, except:
  - a. With the consent of the affected landowner;
  - b. Upon the discovery of natural or manmade hazards on or in the immediate vicinity of the subject property, which hazards could not reasonably have been discovered at the time of site-specific development plan approval, and which hazards, if uncorrected, would pose a serious threat to the public health, safety, and welfare; OR,

- c. To the extent that the affected landowner receives just compensation for all costs, expenses and liabilities incurred by the landowner after approval by the Town, including, but not limited to, costs incurred in preparing the site for development consistent with the site-specific development plan, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consultants' fees, together with interest thereon at the legal rate until paid. Just compensation shall not include any diminution in the value of the property which is caused by such action.
2. Establishment of a vested property right pursuant to law shall not preclude the application of ordinances or regulations which are general in nature and are applicable to all property subject to land use regulation by the Town of De Beque, including, but not limited to, building, fire, plumbing, electrical, housing, mechanical, and dangerous building codes.

#### **J. Payment of Costs**

In addition to any and all other fees and charges imposed by this Title, the applicant for approval of a site-specific development plan shall pay all costs incurred by the Town as a result of the site-specific development plan review, including publication of notices, public hearing and review costs, when such costs are incurred apart and in addition to costs otherwise incurred by the Town or applicant for a public hearing relative to the subject property.

#### **K. Other Provisions Unaffected**

Approval of a site-specific development plan shall not constitute an exemption from or waiver of any other provisions of this Title pertaining to the development and use of property.

#### **L. Limitations**

Nothing in this Section is intended to create any vested property right, but only to implement Article 68 of Title 24, C.R.S., as amended. In the event of the repeal of said Article or judicial determination that said Article is invalid or unconstitutional, this Section shall be deemed to be repealed and the provisions hereof no longer effective.

### **14.01.140: LAND DEDICATION REQUIREMENTS**

#### **A. General Requirements**

1. At the time of annexation, subdivision (except minor subdivisions), or residential, commercial, or industrial development, whichever occurs first, the Board of Trustees shall require the dedication of land for parks and recreation or fee in lieu of such dedication, in accordance with this Section.
2. All dedications of land to the Town must be free and clear of all liens and encumbrances and shall be made by means of a final plat dedication or deed.
3. If a subdivision or residential, commercial, or industrial development increases the requirement for land for parks and recreation above that previously approved for the subject property, the Board of Trustees may require additional dedication of land or fee in lieu, in accordance with this Section.
4. Exemptions

These requirements shall not apply in cases where satisfactory dedication arrangements were made and approved by the Board of Trustees at the time of annexation or previous subdivision of the same property.

**B. Dedication of Land for Parks and Recreation**

1. The applicant shall convey to the Town land to be used for public parks and recreation at locations designated by the Town in the following manner:
  - a. Seven (7) acres for every one thousand (1,000) residents of the proposed annexation, subdivision, or development (approximately 1-acre per 143 residents).
  - b. For the purpose of calculating the foregoing requirement, the number of residents attributable to each type of dwelling unit shall be as follows:
    - i. Single-family dwellings: 3.5 residents per dwelling unit.
    - ii. Two-family dwellings: 3.0 residents per dwelling unit.
    - iii. Multi-family dwellings: 2.5 residents per dwelling unit.
2. For commercial or industrial developments, the applicant shall dedicate and convey to the town a minimum of eight percent (8%) of the total gross area of the subject property.
3. Dedicated land may include: the one-hundred-year floodplain; national and state historical or natural features; and proposed public areas set aside in town, county, regional, or state plans.
4. Dedicated land shall not include: sites for technical, private, or public schools; sites for public agencies; sites for service organizations that are not open to the public; and sites that are unsuitable for public use due to steep slopes, rock formations, adverse topography, utility easements, or other features which may be harmful to the health and safety of citizens.
5. A minimum of eighty percent (80%) of land dedicated shall lend itself to utilization for public recreation purposes which includes, but is not limited to, the following: ballfields, trails, tennis courts, picnic sites, and boating areas.

**C. Credit for Private Recreation Facilities**

The Board of Trustees may reduce the total acreage required for public parks and recreation by no more than fifty (50%) if the applicant provides private recreation facilities and the following requirements are met:

1. The Board of Trustees determines that the private recreation facilities offered will absorb a major portion of the recreational demands of the residents and/or employees of the proposed annexation, subdivision, or development;
2. The private recreation facilities will be constructed at the same time as, or prior to, the residential, commercial, and/or industrial components of the proposed annexation, subdivision, or development; AND,

3. There are sufficient safeguards in the Annexation Agreement, Subdivision Improvements Agreement, or Development Improvements Agreement to ensure that the private recreation facilities are completed at the same time as, or before, the remainder of the development.

**D. Payment In Lieu of Dedication of Lands for Parks and Recreation**

1. At the option of the Board of Trustees, an applicant may:
  - a. Make a cash payment in lieu of land dedications;
  - b. Dedicate other property not within the area to be annexed, subdivided, or developed; OR,
  - c. Provide a combination of cash payment and dedication of other property.
2. If the Board of Trustees determines to accept other property, not within the area to be annexed, subdivided, or developed, the acreage required shall be computed as described in Subsection 14.01.150(B). If the acreage to be dedicated is not sufficient to meet the requirements of Subsection 14.01.150(B), the remaining requirement may be met with a cash in lieu payment.
3. Upon a recommendation from the Planning Commission, the Board of Trustees shall, by resolution, set the per acre fee for the cash in lieu payment for public parks and recreation. This fee shall be updated at least every two (2) years and be based on the average fair market value of vacant residential land within the corporate limits of the Town. The average fair market value of vacant residential land shall be derived from actual value data from the Mesa County Assessor or from data prepared for the town by a qualified professional.
4. Payment in lieu of land dedication shall be made prior to final approval of the Ordinance approving the annexation, subdivision, or development. Such payment shall be placed in a specific fund established and maintained by the Town for the following purposes:
  - a. Acquisition of land for public parks and recreation; AND/OR,
  - b. Development of, or capital improvement to, public parks, playgrounds, trails, recreation facilities, or other similar amenities.

The use of such funds may benefit the residents of the Town in general, as well as those of the proposed annexation, subdivision, or development.

5. In extraordinary circumstances, the Board of Trustees may authorize the deferral of the payment of cash in lieu of land dedication for public parks and recreation. In such an event, the applicant shall agree with the town, in such a form that is acceptable to the Town Attorney, to pay such sums prior to the issuance of any building permit(s) for the subject property. Notice shall be given of such deferred payment by the recording of a mortgage or other security instrument with the Clerk and Recorder of Mesa County, Colorado.

In no event shall the deferral of a payment of cash in lieu of land dedication extend beyond a period of five (5) years from the date it would otherwise be payable. The applicant shall agree to pay the higher of either the land dedication fee calculated in accordance with this Section at the time originally owed, or at the time actually paid.

6. All funds collected pursuant to this Subsection shall be accounted for in the manner required by C.R.S. § 29-1-801 et seq., and other applicable law.

#### **14.01.150: TRANSITION FROM PRIOR REGULATIONS**

##### **A. Purpose**

Within the zone districts established in this Code there exist uses of land, lots, structures, and/or buildings that were lawfully established before this Code was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Code as amended. It is the intent of these regulations to permit such legal nonconformities to continue until they are removed. It is not the intent of these regulations to allow legal nonconformities to be enlarged, expanded, or extended, nor be used as grounds for adding other uses, structures and/or buildings prohibited elsewhere in the same zone district.

##### **B. Burden of Proof**

The burden of establishing the lawful existence of a nonconforming use of land, structure, or lot shall solely be the responsibility of the owner of the property containing the nonconformity.

##### **C. Change of Ownership or Tenancy**

Changes in ownership, tenancy, and/or management of a legal nonconforming lot of record or a property with a legal nonconforming use(s) of land and/or legal nonconforming structure(s) is permitted and shall not affect the status of such legal nonconformity provided it continues to comply with all applicable requirements set forth in this Section.

##### **D. Approved Projects**

1. Any permits, plans, variances, or other forms of authorization approved prior to the effective date of this Title, or amendment thereto, shall remain valid until their expirations date.
2. Projects with valid approvals or permits shall be completed pursuant to any terms and conditions of approval and the development standards in effect at the time of approval. However, said projects shall comply with any applicable standards of this Title regarding on-going operations and maintenance.
3. If the approval of a project expires, is revoked, or otherwise becomes invalid, any subsequent activity on the property shall be subject to the provisions of this Title, or amendment thereto.

##### **E. Pending Approvals**

1. An application that has been determined to be complete prior to the effective date of this Title may be reviewed under the regulations in effect prior to the effective date of this Title, or reviewed under these regulations at the request of the applicant.
2. No application will be processed under a combination of prior regulations and these regulations.

##### **F. Legal Nonconforming Uses of Land**

1. Where at the time of the passage of this Code, or amendments thereof, a lawful use(s) of land exists that is not be permitted by the regulations imposed by this Title, the use(s) may be continued if it remains otherwise lawful, subject to the following provisions:

- a. A legal nonconforming use of land shall not be enlarged or increased, nor extended to occupy an area of land greater than that occupied by the use as of the effective date of, or amendment to, this Title.
- b. A legal nonconforming use of land shall not be moved in whole or in part to any portion of the lot or parcel other than that occupied by the use as of the effective date of, or amendment to, this Title.
- c. If, for any reason, a legal nonconforming use of land ceases for a period of one (1) year, any subsequent use of such land shall conform to the regulations specified by this Title for the zone district in which such land is located.
- d. No additional structure, not conforming to the requirements of this Title, shall be erected in connection with a legal nonconforming use of land.

#### **G. Legal Nonconforming Structures**

- 1. A lawful structure that exists, as of the effective date of , or amendment to, these regulations, that could not be built under the provisions of this Code by reason of restrictions on area, lot coverage, height, setbacks, its location on the lot, or other requirements concerning the structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
  - a. A legal nonconforming structure shall not be enlarged or altered in any way which increases its degree of nonconformity.
  - b. A nonconforming structure, or portion thereof, may be altered to decrease its degree of nonconformity.
  - c. Should a legal nonconforming structure, or portion thereof, be destroyed, by any means, and not repaired or replaced within one (1) year from the date of said loss, it must be reconstructed in conformance with the applicable requirements of this Title.
  - d. If a legal nonconforming structure is moved for any reason and/or for any distance, it shall thereafter conform to the regulations for the zone district in which it is located.
- 2. Maintenance and Repair of Legal Nonconforming Structures
  - a. The maintenance and minor repair of a legal nonconforming structure is permitted provided that no increase in the degree of nonconformity occurs.
  - b. Maintenance and minor repair activities are limited to the following:
    - i. Ordinary repairs.
    - ii. Repair or replacement of nonbearing walls, fixtures, wiring, or plumbing.
    - iii. Correcting any damage, or deterioration, to the structural soundness of a structure, or the exterior or interior appearance of a structure.
    - iv. Repairs necessary to comply with current building code requirements.

- c. If a legal nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired, or rebuilt except in conformity with the regulations of the zone district in which it is located.

#### **H. Legal Nonconforming Lots of Record**

1. Where, as of the effective date of these regulations, or amendments hereto, a legally created lot of record exists and does not meet the minimum requirements for area and/or dimensions and which does not adjoin property under the same ownership, said lot may be used for a structure or building that is permitted in the applicable zone district provided such structure or building conforms to all other applicable dimensional standards.
2. If a legal nonconforming lot adjoins other property under the same ownership, a boundary line adjustment with the adjoining parcel or merging of the nonconforming lot with the adjoining property shall be required provided the resulting lot, or lots, conform to all use and dimensional requirements of the zone district before a structure or building is allowed on the property.

### **14.01.160: VIOLATIONS**

#### **A. Designated**

1. It shall be unlawful to erect, construct, reconstruct, alter, maintain or use any land, structure, or building in violation of any provision of this Title or any amendment thereof.
2. Any person, including but not limited to the officers and agents of a corporation responsible for its actions or inaction, and the partners or members of a partnership, firm, or joint venture, either as owner, lessee, occupant, or otherwise, who violates these regulations, or any amendment thereof, or who interferes in any manner with any person in the performance of a right or duty granted or imposed upon them by this Code shall be guilty of a violation of this Title.

#### **B. Authorization for Inspection or Investigation**

1. Whenever an inspection or investigation is deemed necessary to ensure compliance with the provisions of this Title, the Town's Code Enforcement Officer is authorized to enter a building, structure, real property, or premises.
2. An inspection or investigation shall be carried out during normal business hours, unless it is determined that an emergency exists. All inspections and investigations shall be conducted in the following manner:
  - a. If the premises is occupied, the Code Enforcement Officer will present proper identification and request access.
  - b. If the premises is unoccupied, the Code Enforcement Officer shall make a reasonable effort to contact the owner or other persons having charge of the premises or structure to request access.



3. If the Code Enforcement Officer is denied access for an inspection or investigation, they shall have recourse to the remedies provided by law or this Title to secure access, including but not limited to seeking an inspection warrant issued by the Municipal Court.
4. The Municipal Court may issue an inspection warrant upon presentation by the Code Enforcement Officer of an affidavit setting forth:
  - a. Information showing reasonable cause to believe that any provision of this Title is being, or has been, violated;
  - b. A statement or other evidence that the occupant or owner has denied access for an inspection or investigation; AND,
  - c. A general description of the affected property.

### **C. Penalty**

Any person, including but not limited to the officers and agents of a corporation responsible for its actions or inaction, and the partners or members of a partnership, firm, or joint venture convicted of a violation of this Title shall be guilty of a Class B municipal offense.

### **D. Remedies**

If a structure or building is erected, constructed, reconstructed, altered, repaired, converted, or maintained or a structure, building, or land is used in violation of this Title or other regulation made under authority conferred hereby, the Town, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to restrain, correct or abate such violation, to prevent any illegal act, conduct, business or use in, or about, such premises.

### **E. Reimbursement of Costs**

In addition to the penalties and remedies provided herein, anyone convicted of a violation of this Title may be ordered to pay restitution to the Town for all costs and expenses incurred by the town in enforcing these regulations.

### **F. Prior Violations**

1. If a violation, under the regulations in effect prior to the effective date of this Title, is in full compliance with these regulations, it shall no longer be deemed a violation. Unpaid fees and/or penalties from prior enforcement of violations are still valid and shall remain the responsibility of the violator under the prior regulations.
2. Any violation, under the regulations in effect prior to the effective date of this Title, not in full compliance with these regulations, shall continue to be a violation and subject to penalties and enforcement under this Section and other applicable provisions of De Beque's Municipal Code.

## **14.01.170: SUBDIVISION AND DEVELOPMENT IMPROVEMENTS AGREEMENTS**

### **A. Subdivision Improvements Agreement Required**

1. No approval for a Subdivision Final Plat shall be issued until a Subdivision Improvements Agreement and related documents, setting forth financial arrangements to secure the actual

construction of public improvements required by the Town, has been executed between the applicant and the Board of Trustees.

2. The Subdivision Improvements Agreement shall include a guarantee to construct all required public improvements together with collateral sufficient to secure the completion of said improvements in accordance with the subdivision engineering design and the development schedule.

**B. Development Improvements Agreement Required**

1. A Development Improvements Agreement shall be required for any Planned Unit Development, Special Use, or building permit that requires the construction of public improvements.
2. No approval for such a Planned Unit Development, Special Use, or building permit shall be issued until a Development Improvements Agreement that includes a guarantee to construct all required public improvements together with collateral sufficient to secure the completion of said improvements in accordance with the engineering design and the development schedule, has been executed between the applicant and the Board of Trustees.

**C. Design and Construction of Improvements**

1. The applicant, at their sole expense, shall design, purchase, and install all elements of all public and other required improvements whether such improvements are located within (on-site), or outside of (off-site), the subject property.
2. All public and other required improvements shall be designed and built in conformance with the Town of De Beque Public Works Manual in effect as of the date of the Subdivision or Development Improvements Agreement, unless otherwise provided in the approved plans and specifications.
3. All public and other required improvements shall be designed and approved by a registered professional engineer retained by the applicant. All drawings and plans for such improvements shall be stamped by the engineer. Prior to the commencement of construction of any improvements, the Town Engineer shall review and approve the drawings and plans.

**D. Schedule of Improvements to Be Constructed by Applicant**

1. A Subdivision or Development Improvements Agreement shall include a schedule of improvements showing in detail all public and other required improvements that the applicant is responsible for constructing and the costs of such improvements.
2. The applicant shall not commence work on such improvements until the schedule of improvements has been approved by the Town and the performance guarantee has been delivered to the Town pursuant to appropriate sections of the Subdivision or Development Improvements Agreement.
3. The schedule of improvements shall, at a minimum, include the following improvements and associated construction costs necessary to provide the improvements for the development of the subdivision or Planned Unit Development, establishment of a Special Use, or construction of a structure subject to a building permit. All improvements shall be constructed in accordance with the applicable provisions of the Town of De Beque Public Works Manual.

- a. *Water Distribution System.* Water distribution facilities including water mains, lateral service lines to the lot lines, valves, fire hydrants, and all other appurtenant facilities necessary to provide treated municipal water service.
- b. *Wastewater Collection System.* Wastewater collection system to fully service the subdivision, including collection lines, service lines to the lot lines, manholes, and all other appurtenant facilities necessary to provide municipal wastewater service.
- c. *Street Improvements.* Street improvements necessary to fully service the subdivision, including grading, road base and sub-base, asphalt, curbs and gutters, sidewalks, handicap ramps, drainage facilities, and all other appurtenant facilities necessary to provide street access.
- d. Stormwater drainage facilities and appurtenances.
- e. Utilities, including, telephone, cable television, internet, electrical service, and natural gas service.
- f. Street and exterior lighting.
- g. Soil stabilization and revegetation measures.
- h. Visual screening facilities.
- i. Non-potable water irrigation system.
- j. Landscaping.
- k. Any other improvements required by the Board of Trustees as a condition of approval of the subdivision, Planned Unit Development, Special Use, or building permit.
- l. The Subdivision or Development Improvements Agreement shall also describe terms and stipulations relative to the transfer of water rights from the subdivider to the Town pursuant to the Town of De Beque Municipal Code.
- m. Architectural Design Requirements.

#### **E. Construction Schedule**

1. The Subdivision or Development Improvements Agreement shall include a time schedule for the construction and completion of the public and other required improvements. Said schedule shall provide for a commencement date as well as a date when such improvements will be

substantially completed. Under such schedule, all public and other required improvements shall be completed no later than one (1) year following the start of development. Said schedule shall be reviewed and approved by the Board of Trustees prior to the commencement of construction of any such improvements.

2. If an applicant is prevented from commencing or completing any of the public and other required improvements within the time periods set forth in the construction schedule or otherwise set forth in the Subdivision or Development Improvements Agreement due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the applicant the times for commencement and/or completion of such improvements may be extended by the Board of Trustees in an amount equal to the time lost due to such delay if a request is made in writing to the Town by the applicant. Delays beyond the control of the applicant shall include, but not be limited to, acts of neglect by the Town, fires, floods, epidemics, pandemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind, or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the applicant's contractors, subcontractors, or suppliers shall be deemed to be delays within the control of the applicant.

#### **F. Warranty**

1. The applicant shall warrant all public improvements they are required to construct and convey or dedicate to the Town pursuant to the Subdivision or Development Improvements Agreement for a period of two (2) years from the date the Town's Engineer certifies that the same conform with the approved specifications.
2. Specifically, but not by way of limitation, the applicant shall warrant the following:
  - a. That the title conveyed shall be good and its transfer rightful;
  - b. All facilities conveyed shall be free from any security interest or other lien or encumbrance;  
AND,
  - c. All facilities so conveyed shall be free of any and all defects in materials or workmanship.

#### **G. Town Inspections**

The Town shall have the right to make engineering inspections and require testing during construction of the public and other required improvements in such reasonable intervals as the Town Engineer may request. Inspection, acquiescence, and approval of any engineering inspector of the construction of physical facilities, at any time, shall not constitute the approval by the Town of any phase of the construction of such public and other improvements. Such approvals shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

#### **H. Approval by Town Engineer**

Upon completion of construction by the applicant of such public and other required improvements, the Town Engineer shall inspect the improvements and certify with specificity its conformity or lack thereof to the approved plans and specifications. The applicant shall make all corrections necessary to bring the system or improvements into conformity with applicable Town standards and the construction plans, as

approved. The Town shall be under no obligation to provide any water service, irrigation service, or wastewater collection service until all such facilities are brought into conformance with the applicable plans and specifications and approved by the Town Engineer.

**I. Provision of “As-built” Drawings**

1. The applicant shall provide the Town with all engineering designs, surveys, field surveys, and “as-built” drawings necessary for the required public improvements and utility improvements. Said designs, surveys, and drawings shall be stamped by the applicant’s engineer and approved by the Town Engineer.
2. The legal description of all utility service lines shall be prepared by a registered land surveyor at the applicant’s sole expense.
3. The applicant shall be responsible for the cost and expense of any incidental services related to the construction of the required improvements. In addition, all expenses incurred by the Town in updating the Town’s base maps shall be paid to the Town, by the applicant.

**J. Conveyance of Public Improvements**

1. All public improvements constructed by the applicant in accordance with the Subdivision or Development Improvements Agreement shall be dedicated to the Town and warranted for a period of two (2) years following completion and approval, as provided in Section 14.01.170(F).
2. Upon completion of construction in conformity with the plans, and any properly approved changes, the applicant shall convey to the Town, by bill of sale, all physical facilities constructed by the applicant necessary for the extension, maintenance, and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be authorized by the Board of Trustees.
3. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such improvements, unless otherwise provided for by agreement, except for any correction work required during the warranty period.
4. In addition, all other required improvements such as shallow utility installations and other improvements as shown in approved construction drawings submitted to the Town shall be warranted for a period of two (2) years following completion and approval, as provided in Section 14.01.170(F).

**K. Improvements Required Prior to Issuance of Building Permits and Certificates of Occupancy**

1. Unless specifically authorized by an approved Subdivision or Development Improvements Agreement, no building permit for the construction of any building or structure, within the subdivision or property subject to such Agreement, shall be issued until the following improvements, as applicable, have been installed by the applicant and approved by the Town Engineer.
  - a. Survey monuments.
  - b. Wastewater lines and laterals to each lot.

- c. Water mains and laterals to each lot.
  - d. Irrigation lines and laterals to each lot.
  - e. Fire hydrants.
  - f. Storm drainage structures.
  - g. Utilities, including telephone, cable television, internet, electrical service, and gas lines.
  - h. Grading and base construction of streets and alleys.
  - i. Soil stabilizing structures.
2. Unless specifically authorized by an approved Subdivision or Development Improvements Agreement, no Certificate of Occupancy for any building or structure, within the subdivision or property subject to such Agreement, shall be issued until the following improvements, as applicable, have been installed by the applicant and approved by the Town Engineer.
- a. Street paving and curbs and gutters.
  - b. Sidewalks and bikeways.
  - c. Street signs.
  - d. Street and exterior lighting.
  - e. Landscaping.
  - f. Land dedication deeds.
  - g. Final soil stabilization and revegetation measures.
  - h. Compliance with applicable architectural design requirements.
  - i. Any other improvements required by the Subdivision or Development Improvements Agreement

**L. Revegetation Required**

1. All areas disturbed by construction associated with a subdivision or development shall be promptly revegetated with native vegetation following completion of such work unless a building permit application has been requested for a particular lot.
2. The applicant shall comply with all regulations of the Town concerning dust suppression. In addition, the applicant shall control all noxious weeds and rodents within such areas to the reasonable satisfaction of the Town of De Beque until conveyed to individual lot owners.

#### **M. Performance Guarantee Security Required**

1. *Acceptable Types of Securities.* To secure the construction and installation of the public improvements itemized in the schedule of improvements, for which the applicant is responsible, the applicant shall furnish the Town with one of the following types of security:
  - a. Cash to be deposited in an escrow account that is acceptable to the Town pursuant to an escrow and disbursement agreement approved by the Town Attorney;
  - b. An irrevocable letter of credit that is acceptable to the Town Attorney;
  - c. A cash or performance bond issued by a surety approved by the Town Attorney; OR,
  - d. Other security that is acceptable to the Town Attorney and the Board of Trustees to secure the performance and completion of the public improvements included in a Subdivision or Development Improvements Agreement.
2. *Amount of Security.* The amount of the security shall be equal to one hundred twenty percent (120%) of the estimated cost of the public improvements itemized in the schedule of improvements that the applicant is responsible for.
3. *Delivery of Security.* The applicant shall deliver, to the Town, the required security prior to the commencement of any work or the issuance of a building permit within the subdivision or development.

#### **N. Performance Guarantee Security Standards**

1. General Standards  
The following standards shall apply to all securities delivered to the Town:
  - a. Must bear an expiration date of at least two (2) years from the date of issuance, as applicable. The applicant shall be responsible for renewing such security, as necessary, to secure the performance and completion of all required public improvements without further notice from the Town.
  - b. The security is to be payable upon presentation of an affidavit, by the Town, stating that the applicant:
    - i. Is in default under this Section;
    - ii. Has received notice of such default as required by this Section; AND

- iii. Has failed to cure such default within the time set forth in this Section or in the case of a letter of credit, the applicant has failed to renew the letter of credit as required herein.

2. Letter of Credit Standards

In addition to the General Standards set forth in Subsection 14.01.170(N)(1), the following standards shall apply to all letter of credits issued to the Town:

- a. The letter of credit shall be payable at sight to the Town, or its designee.
- b. At least thirty (30) days prior to the expiration date of a letter of credit issued to the town by an applicant, the applicant shall be responsible for providing the Town with a substitute letter of credit that is acceptable to the Town Attorney.
- c. If an applicant fails to provide the Town with an acceptable substitute letter of credit, at least thirty (30) days prior to the expiration of the initial letter of credit delivered to the town, the town may, at its sole option, draw the full amount of the letter of credit and hold the proceeds as a performance guarantee deposit. The proceeds of such draw shall be deposited in a federally insured interest-bearing account, and all interest earned shall be added to, and become a part of, the performance guarantee deposit.

**O. Increase in Amount of Performance Guarantee Security**

If a substantial amount of time elapses between the time of posting of the performance guarantee security and actual construction of the improvements, the Town reserves the right to require a reasonable increase in the amount of the applicable security, if necessary, because of estimated increased costs of construction.

**P. Partial Release of Performance Guarantee Security**

1. Upon completion of portions of the public improvements by the applicant, evidenced by a detailed cost breakdown of the completed improvements, the amount of any performance guarantee security issued pursuant to the Subdivision or Development Improvements Agreement may be reduced by seventy-five percent (75%) of the approved estimated cost for the installation of such improvements, upon written request of the applicant, and approval by the Board of Trustees.
2. Upon completion of all the public improvements by the applicant, and upon final inspection and approval by the Town Engineer of all such improvements, the Board of Trustees shall further authorize the reduction of the amount of the security guaranteeing the public improvements to ten percent (10%) of the approved total estimated cost of such improvements.

**Q. Full Release of Performance Guarantee Security**

Any performance guarantee issued pursuant to a Subdivision or Development Improvements Agreement shall be fully released and discharged upon expiration of the two (2) year warranty period, and the correction of any defects discovered during such warranty period.

**R. Notice of Default**

1. Upon an applicant's failure to perform their obligations under the terms of a Subdivision or Development Improvements Agreement within the time periods set forth in said agreement, the Town Administrator shall give written notice to the applicant of the nature of the default and an



opportunity to be heard before the Board of Trustees concerning such default. Notice shall be sent to the applicant via certified mail, return receipt requested.

2. If a default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the Board of Trustees, whichever is later, (or such reasonable time period as is necessary to cure the default provided that the applicant or developer has commenced to cure the default), the Town Administrator may then give written notice to the applicant and to the issuer or holder of the performance guarantee security that the Town, as agent for the applicant, is proceeding with the task of installing the public improvements in whole, or in part, and that the security will be expended by the Town for the installation of public improvements required by the Subdivision or Development Improvements Agreement.

#### **S. Power of Attorney Granted**

1. As a condition of all Subdivision or Development Improvements Agreements, applicants shall designate and irrevocably appoint the Mayor of the Town of De Beque, Colorado, as its Attorney-In-Fact and agent for the purpose of completing all public improvements required by the Subdivision or Development Improvements Agreement in the event of a default by the applicant.
2. The power of attorney may be enforced by the Town pursuant to all legal, and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

#### **T. Indemnification and Insurance Required**

Every Subdivision or Development Improvements Agreement shall require an applicant to indemnify, hold harmless, and defend the Town, its elected and appointed officials, agents, employees, and representatives from, and against, any claim, injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of, or is in any manner connected with, work performed by the applicant and/or the applicant's contractor(s) and subcontractors within town rights-of-way, easements, or other property 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, an act, omission, error, professional error, mistake, negligence, or other fault of the applicant and/or the applicant's contractor(s) and any subcontractor.

#### **U. Cost Estimate Not Binding**

The purpose of the cost estimate described in Subsection 14.01.170(D) is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the applicant shall agree to pay the actual cost of all such improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the applicant's liability.

#### **V. Reimbursement of Costs**

Prior to the approval and acceptance of the construction and installation of the required public and other improvements, the applicant shall pay to the Town the actual cost of all inspections of such improvements made or conducted at the direction of the Board of Trustees, Town Engineer, or Town Public Works Director.

#### **W. Issuance of Certificate of Compliance**

Upon satisfactory completion of all required improvements, set forth in a Subdivision or Development Improvements Agreement, expiration of the applicable warranty period, and compliance with all the

terms of the said agreement, the Town Planner shall, upon written request from the applicant, execute a certificate stating that all improvements have been constructed in compliance with the Subdivision or Development Improvements Agreement.

#### **14.01.180: RULES OF CONSTRUCTION**

For the purposes of this Title, any words and phrases set forth in this Section shall have the meanings respectively ascribed to them herein, and the word "building" shall include the word "structure" and the word "used" shall include "arranged, designed, constructed, altered, converted, rented, leased or intended to be used."

In addition, whenever appropriate with the context:

- A. Words used in the present tense include the future tense.
- B. Words used in the singular number include the plural and words used in the plural number include the singular.
- C. The word "shall" is always mandatory.
- D. The word "may" is permissive.
- E. The word "lot" includes the word "plot" or "parcel" or "site".
- F. The word "person" includes a firm, association, organization, partnership, trust, company or corporation, as well as an individual.
- G. The words "zoning map" or "De Beque Zoning Map" mean the Official Zoning Map of the Town of De Beque, Colorado.
- H. The words "Town Clerk" shall include "Building Official" and/or any positions which may be appointed on a full or part-time basis or retained on a consulting basis for the purpose of reviewing development applications.

#### **14.01.190: GENERAL TERMS DEFINED**

- A. For the purposes of this Title, certain terms are defined as set forth in Table 14.01.010.
- B. Any term, phrase, word, or derivation thereof, used in this Title and not defined in this Chapter, other Title of De Beque's Municipal Code, or other Code adopted by the town shall be construed according to the common and approved usage of the language, but technical terms that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Table 14.01.010: Defined Terms

| TERM                                      | DEFINITION  |
|---|---|
| <b>A</b>                                  |   |
| <b>Adverse Impact or Effect</b>           | Any of the following: <ol style="list-style-type: none"> <li>1. A condition that creates, imposes, aggravates, or leads to inadequate, impractical, unsafe, or unhealthy conditions on a site proposed for development or on off-site property or facilities.</li> <li>2. A condition that creates, imposes, or leads to a nuisance on a site proposed for development or on off-site property or facilities.</li> <li>3. A condition that creates, imposes, aggravates, or leads to a negative aesthetic condition on a site proposed for development or on off-site property or facilities. For example, a proposed building that blocks a scenic view corridor or a commercial building whose height and mass is out of scale and proportion with adjacent residential buildings.</li> </ol> |
| <b>Affordable Housing Project</b>         | A residential development with a minimum of fifty percent (50%) of the dwelling units as affordable, as defined in the State Statute.   |
| <b>Agricultural Use</b>                   | Barns; horseback riding arenas and/or academies; game preserves; the cultivation of land to produce agricultural crops, fruit and/or other horticultural crops; animal sheltering; and other similar types of land use.<br><br>This term shall be synonymous with the term "Agritourism."   |
| <b>Alley</b>                              | A public right of way providing only secondary access to the rear of a property and not intended for primary travel.  |
| <b>Animal Sheltering</b>                  | The raising, management, housing, stabling, corralling, care, and/or training of ducks, geese, chickens, turkeys, birds or other similar fowl, cats, dogs, cattle or horses or rabbits or other four-legged animals.  |
| <b>Applicant</b>                          | A party, or parties, with a connection to a property that is the subject of a requested procedure under this Title. This may include but is not limited to an owner of record; an owner or leaseholder of subsurface mineral rights; a government or quasi-governmental entity; a developer or a subdivider; a purchaser of a for-sale property under a sale; and/or, a duly authorized representative.   |
| <b>As Built</b>                           | Drawings prepared to a scale, stamped by a professional engineer or surveyor, which represent the actual location and construction of a public utility, street, or other public improvement within a subdivision or development in the town.  |
| <b>Assembly<br/>(as in manufacturing)</b> | The creation of a distinct product from the physical, as opposed to chemical, mating, or joining of individual standard component parts.  |
| <b>Assisted Living Facility</b>           | A residential facility, licensed by the State of Colorado, where accessory services, primarily for older adults or others with special needs, are provided to help with normal daily activities. Nursing and medical care are not usually provided on site.<br><br>This term shall be synonymous with the terms "Assistive Living," "Continuing Care Community," "Senior Independent Living," "Senior Living Community," "Senior Housing and Care," and other similar terminology.  |
| <b>Automated Teller Machine<br/>(ATM)</b> | An electronic device that provides banking and other electronic services (e.g., postage stamp sales), that is operated by a financial institution or retailer for the convenience of its customers.   |

Table 14.01.010: Defined Terms

| TERM                                    | DEFINITION   |
|---|--|
| <b>Automobile and Truck Repair</b>      | A business that provides maintenance and/or repair services for vehicles, including but not limited to oil changes, tire services, and/or body work. Accessory uses may include the sale of vehicle parts and/or accessories.  |
| <b>Automotive Sales and Service</b>     | A business that provides maintenance and/or repair services for vehicles, including but not limited to oil changes, tire services, and/or body work. Accessory uses may include the sale of vehicle parts and/or accessories.  |
| <b>B</b>                                |  |
| <b>Bed and Breakfast Accommodations</b> | A single-family dwelling in which the owner provides, for compensation, sleeping accommodations and one (1) or more meals on a day-to-day basis, for a period of no more than twenty-eight (28) consecutive days.  |
| <b>Boarding House</b>                   | A dwelling in which the owner or lessee resides and supplies, for hire, long-term lodging, with or without meals, to three (3) or more persons, either individually or as families.<br><br>This does not include a motel, hotel, hostel, bed and breakfast, short-term vacation rental, hospital, assisted living facility, nursing home, or other similar use specifically defined in De Beque's Municipal Code.              |
| <b>Building</b>                         | Any permanent structure built for the shelter or enclosure of persons, animals, chattels, or property of any kind. Buildings do not include industrial equipment or structures such as cooling towers or refinery equipment  |
| <b>Building, Accessory</b>              | A detached subordinate building located on the same lot as the principal building, and the use of which is incidental to the principal building or use of the lot; such a building shall not be used for living or sleeping quarters.  |
| <b>Building, Principal</b>              | A building in which is conducted the primary use of the lot on which the building is located.  |
| <b>Building Height</b>                  | Unless otherwise provided in this Title, the vertical distance between undisturbed or natural ground level to the top of a flat or mansard roof; or the midpoint between the eave line, ridge line of a gable, gambrel, hip, shed or similar pitched roof. Building height shall be measured in accordance with the provisions of Chapter 14.03.   |
| <b>Building Official</b>                | The official or agency responsible for administering and enforcing the Building Code(s) of the Town of De Beque.<br><br>This term shall be synonymous with the term "Building Inspector."  |
| <b>Business</b>                         | A sole proprietorship, partnership, joint venture, corporation, firm, enterprise, franchise, association, trust, foundation, or any other individual or entity engaged in profit-making activities, including but not limited to the manufacturing, purchase, sale, lease, distribution, or exchange of goods and/or the provision of services.<br><br>This term shall be synonymous with the term "Commercial Establishment." |
| <b>C</b>                                |  |
| <b>Car Wash</b>                         | A business engaged in the washing, cleaning, polishing, and/or detailing of the exterior and/or interior of vehicles. This shall include a self-service, full-service (with employees who wash vehicles), and fully-automated car/auto wash. Accessory uses may include, but are not limited to, the sale of incidental goods (e.g., air fresheners, gift cards, etc.).  |
| <b>Certified Mail</b>                   | A service, of the United States Postal Service, that provides the sender with a mailing receipt and electronic verification that an article was delivered or that a delivery attempt was made.   |

Table 14.01.010: Defined Terms

| TERM   | DEFINITION   |
|--|--|
| <b>Childcare Center</b>                        | <p>A commercial or noncommercial establishment, licensed by Mesa County and/or the State of Colorado, that offers care and supervision for five (5) or more children, under the age of 16 years not related to the owner, operator, or manager of the establishment, for less than 24-hours per calendar day. Accessory uses may include offices, recreation areas, and/or parking areas.</p> <p>This term shall be synonymous with the terms "Day Care Center," "Day Nurseries," "Nursery Schools," "Preschools," "Playgroups," "Summer Camps," and, "Centers for Mentally Retarded Children," and other similar terms.</p> |
| <b>Childcare Center</b>                        | <p>A commercial or noncommercial establishment, licensed by Mesa County and/or the State of Colorado, that offers care and supervision for five (5) or more children, under the age of 16 years not related to the owner, operator, or manager of the establishment, for less than 24-hours per calendar day. Accessory uses may include offices, recreation areas, and/or parking areas.</p> <p>This term shall be synonymous with the terms "Day Care Center," "Day Nurseries," "Nursery Schools," "Preschools," "Playgroups," "Summer Camps," and, "Centers for Mentally Retarded Children," and other similar terms.</p> |
| <b>Childcare Care, Accessory to a Business</b> | The care and supervision of children under the age of 16 years, for less than 24-hours per calendar day, that is accessory to a business on the same property and that only provides services to the employees of said business.   |
| <b>Childcare, Home</b>                         | A dwelling used for the care and supervision of less than five (5) children under the age of 16 years, other than the occupant's own children, for less than 24-hours per calendar day. Home childcare shall be considered a home occupation.  |
| <b>Clinic, Medical or Dental</b>               | A commercial establishment where patients, who are not lodged overnight, are admitted for examination and treatment by an individual, or group of, licensed health care practitioner(s) and/or dentist(s).   |
| <b>Club, Lodge, or Fraternal Organization</b>  | A building owned, leased, operated, and/or used by an organization of persons for social, cultural, educational, recreational, social and/or other similar purpose, the use of which is typically restricted to the members of such organization and their guests.   |
| <b>Commercial Parking Garage</b>               | A structure used for the parking of motor vehicles and open to the general public for a fee.   |
| <b>Commercial Parking Lot</b>                  | An off-street, ground level area, surfaced and improved, for the temporary storage of motor vehicles and open to the public for a fee.   |
| <b>Condominium</b>                             | A residential building consisting of individual air-space units together with interests in common elements appurtenant to such units which are or can be separately owned or purchased.  |
| <b>County</b>                                  | The County of Mesa in the State of Colorado.   |
| <b>D</b>                                       |  |
| <b>Distribution Centers</b>                    | Facilities, including buildings and loading areas, utilized specifically for the temporary storage and handling of goods or packages for redistribution or delivery.   |
| <b>Drainage Easement</b>                       | An easement granted for the right to control development of a drainage right-of-way or an area subject to periodic flooding.   |

Table 14.01.010: Defined Terms

| TERM                                      | DEFINITION   |
|---|--|
| <b>Drive-In or Drive-Through Business</b> | <p>A business which, by design (e.g., drive-in lane, drive-up window, outdoor microphone/speaker, etc.), allows customers to receive goods and/or services while remaining in their vehicle.</p> <p>This term shall be synonymous with the terms “Eating and Drinking Establishment, Drive-In/Drive Through” and “Financial Institution, Drive-In/Drive-Through.”</p>              |
| <b>Dry Cleaning Establishment</b>         | A commercial establishment, regulated by the U.S. Environmental Protection Agency (EPA), that is primarily engaged in receiving, cleaning, and finishing of clothing, fabrics, textile, and/or similar materials, wherein a specialized cleaning and/or spotting agent is used.  |
| <b>Dwelling</b>                           | A building or portion thereof used for residential occupancy.  |
| <b>Dwelling Unit</b>                      | One (1) or more rooms in a dwelling occupied by one (1) family living independently of any other family.   |
| <b>Dwelling, Accessory to a Business</b>  | A permanent, subordinate dwelling unit that is accessory to a business on the same property and that is occupied by an employee(s) of said business.   |
| <b>Dwelling, Accessory Unit</b>           | A permanent, subordinate dwelling unit added to, created within, or detached from the single-family detached dwelling (i.e., primary residential building) on the same property, that provides basic requirements for living, sleeping, cooking, and sanitation.   |
| <b>Dwelling, Multi-Family</b>             | Three (3) or more attached dwelling units within a single building and under a single roof, such as an apartment building, or arranged side-by-side, with each dwelling located on its own lot, such as townhomes or rowhomes.   |
| <b>Dwelling, Single Family</b>            | A building with one (1) dwelling unit (IBC, IRC, or HUD standard) that has no physical connection to a building located on any other lot or tract (i.e., is detached).   |
| <b>Dwelling, Two-Family</b>               | A building with two (2) attached dwelling units arranged side-by-side or arranged one above the other (i.e., stacked), each with an individual entry.  |
| <b>E</b>                                  |  |
| <b>Eating and Drinking Establishment</b>  | An establishment where food and drink are prepared and served to customers for profit.   |
| <b>Encroachment</b>                       | An improvement extending into or located within, upon, above, or under a setback, public right-of-way, or a public easement.   |
| <b>Entertainment Business</b>             | <p>A business that offers amusement activities that may include but are not limited to the presentation of motion pictures or live performances, billiards, video game arcades, bowling, rollercoasters, and/or bumper cars. This does not include any adult entertainment establishments.</p> <p>This term shall be synonymous with the terms “Amusement Park” and “Theater.”</p> |
| <b>F</b>                                  |  |
| <b>Fabrication</b>                        | The creation of a product from a change in the physical shape of matter; the final step in utilization of a natural resource, such as wood and metal working operations.   |
| <b>Facilitator</b>                        | A natural person who is 21 years of age, or older, that meets the requirements for a “facilitator” pursuant to the Colorado Natural Medicine Code.   |

Table 14.01.010: Defined Terms

| TERM   | DEFINITION  |
|--|---|
| <b>Feedlot</b>   | <p>A lot, yard, corral, or other area in which livestock are confined, primarily for the purposes of feeding, growth, and weight gain prior to slaughter. Feed for livestock is typically brought on-site rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.</p> <p>This term shall not include areas that are used for crop production and upon which livestock are allowed to graze or feed.</p>   |
| <b>Floor Area</b>  | The total inhabitable horizontal floor area of all floors in a building exclusive of garage, storage, and utility areas.  |
| <b>Floor Area Ratio</b>                                      | The relationship of floor area to total lot area expressed as an arithmetic ratio.  |
| <b>Financial Institution</b>                                 | <p>A business that is primarily engaged in financial activities, including but not limited to the collection, management, and distribution of funds and currencies; the investment management; the provision of insurance; and/or, the brokering or dealing of securities.</p> <p>This term shall be synonymous with the term "Bank."</p>   |
| <b>Front of House</b>  | The front of a house shall be the wall that is the least horizontal distance from the property line adjoining the adjacent street whether it contains the principal entry to the house.   |
| <b>Frontage</b>  | The frontage of a parcel of land is considered that distance where a property line is common with a road right-of-way.  |
| <b>Fueling Station</b>                                       | A commercial establishment, operated at a fixed location, at which gasoline, diesel, hydrogen, or any other vehicle engine fuel (including charging for electrical vehicles), is offered for sale to the public.  |
| <b>G</b>   |   |
| <b>Garage, Private</b>                                       | A building used for non-commercial storage of not more than four (4) motor vehicles.  |
| <b>Garage, Public</b>  | <p>A public building used for the storage of more than four (4) motor vehicles. This definition shall not apply to storage facilities associated with motor vehicles sales or service businesses.</p>   |
| <b>Government Buildings, Facilities, and Associated Uses</b> | A building or a structure owned, operated, and maintained by a government or quasi-governmental entity.   |
| <b>Group Home</b>  | <p>A residential facility that houses and provides services or treatment to related and/or unrelated persons who share a common characteristic such as an intellectual or developmental disability, a health condition, age, or recovery from an alcohol or chemical dependency.</p> <p>Unless otherwise stated in this Title, a group home may house up to eight (8) unrelated persons with a common disability (as defined under the Federal Fair Housing Act, the Fair Housing Amendments Act of 1988, or the Americans with Disabilities Act), except for any employees of the facility, in which services and supports are provided to such persons. Group Home services provided within the facility shall not be made available to nonresidents.</p> |

Table 14.01.010: Defined Terms

| TERM  | DEFINITION  |
|---|---|
| <b>Group Home, For the Aged</b>                     | A group home for the exclusive use of up to eight (8) unrelated persons who are sixty (60) years of age or older (except for any employees of the facility) that do not need nursing or intermediate care facilities and that elect to live in normal residential surroundings.<br>Such a facility must be owned and operated by a non-profit organization or be owned and occupied by an individual who resides at and maintains their primary place of residence in the facility.   |
| <b>Group Home, For the Developmentally Disabled</b> | A group home, licensed by the State of Colorado, for the exclusive use of up to eight (8) persons having medical, physical, or developmental disabilities.  |
| <b>Group Home, For Persons with Mental Illness</b>  | A group home, licensed by the State of Colorado, for the exclusive use of up to eight (8) persons with mental illness.<br><br>As defined here a person with mental illness shall exclude any person determined to be not guilty by reason of insanity to any violent offense under the laws of Colorado or any other state, and such person shall not be placed in a group home.  |
| <b>H</b>  |   |
| <b>Home Occupation</b>                              | Any trade or business activity undertaken for profit and carried on within a dwelling located in a residential zoning district by the occupants thereof; it may be located within the principal building or in an accessory building.   |
| <b>Hospital</b>                                     | A facility which makes available more than one (1) of the following: medical, surgical, psychiatric, chiropractic, maternity, and/or nursing services. The facility shall be licensed by the State of Colorado Health Department as a hospital.   |
| <b>Hospital, Veterinary Animal</b>                  | A facility for the treatment of diseased or injured animals under the direction of a veterinarian. Care provided includes medication, surgery, care of wounds, sores, diet, etc. Facilities are available for boarding animal patients.   |
| <b>Hotel or Motel</b>                               | A building, or group of buildings, containing individual guest rooms intended and/or used for temporary lodging, for compensation, on a nightly basis. Accessory uses may include, but are not limited to, a restaurant, meeting rooms, entertainment amenities, and/or recreational facilities (e.g., pool, hot tub, fitness center, etc.).<br><br>This term does not include a "Hostel," "Boardinghouse," "Bed and Breakfast," "Short-Term Vacation Rental," "Hospital," "Medical Center," or other similar use specifically defined in De Beque's Municipal Code |
| <b>I</b>  |   |
| <b>[Reserved]</b>                                   | <b>[Reserved]</b>   |
| <b>J</b>  |   |
| <b>[Reserved]</b>                                   | <b>[Reserved]</b>   |
| <b>K</b>  |   |
| <b>Kennel</b>                                       | An establishment where dogs, cats, and/or other similar domestic animals are bred or raised for sale, are boarded, trained, and/or cared for; and/or are groomed commercially. This shall apply to any facility maintaining space for three (3) or more animals of the same species over the age of six (6) months.   |
| <b>L</b>  |   |



Table 14.01.010: Defined Terms

| TERM                   | DEFINITION  |
|------------------------|---|
| <b>Landscaping</b>     | The finishing and adornment of unpaved yard areas. Materials and treatment generally include naturally growing elements such as grass, trees, shrubs, and flowers. This treatment may also include the use of logs, rocks, fountains, water features and contouring of the earth.                                 |
| <b>Laundromat</b>      | A commercial establishment providing self-serve washing, drying, and/or dry-cleaning machines for clothing, household fabrics and/or similar materials, on a pay-per-use basis, to the public. Incidental equipment for ironing, finishing, and/or similar activities may also be provided on the premises.       |
| <b>Library</b>         | A building, portion of a building, or a structure in which literary, musical, artistic, and/or other reference materials are kept and made available for reading, reference, and/or lending.  |
| <b>Lot</b>             | A place, plot or parcel of land or assemblage of contiguous parcels of land as established by survey, plat, or deed, occupied by a building or group of buildings and such yards as required herein and having frontage on a dedicated public street.   |
| <b>Lot Area</b>        | The total horizontal area within the boundaries of a lot.   |
| <b>Lot Coverage</b>    | The portion (i.e., percentage) of a lot's area that is covered or occupied by permanent buildings and structures, including garages and carports. Lot coverage does not include areas such as driveways, parking, walkways, or covered or uncovered porches, decks, or balconies.                                 |
| <b>Lot Line, Front</b> | The property line of a lot dividing the lots from the adjoining street. Any yard adjacent to a street shall be considered a front yard. On a corner lot or double frontage lot, the property owner may elect which street frontage shall be the front lot line for the purpose of determining the rear yard only. |
| <b>Lot Line, Rear</b>  | The property line of a lot opposite or most parallel to the front lot line.   |
| <b>Lot Line, Side</b>  | Any lot property line other than a front or rear lot line.  |
| <b>Lot Width</b>       | The distance between side lot lines measured congruent with the front yard setback line.  |
| <b>M</b>               |   |

Table 14.01.010: Defined Terms

| TERM  | DEFINITION  |
|---|---|
| <b>Manufactured or Mobile Home</b>                                  | <p>A structure that:</p> <ol style="list-style-type: none"> <li>1. Is transportable in one or more sections;</li> <li>2. If built before June 15, 1976, has a body which, in traveling mode, is 8-feet or more in width and 32-feet in length;</li> <li>3. If built after June 15, 1976, has a body which, in the traveling mode, is 8-feet or more in width or 40-feet or more in length, or, when erected on-site, is 320 or more square feet;</li> <li>4. Is built on a permanent chassis and designed to be used as a single-family detached dwelling with or without a permanent foundation when connected to the required utilities; AND,</li> <li>5. Includes the plumbing, heating, air conditioning, and electrical systems contained therein.</li> </ol> <p>The calculations used to determine the square footage of the structure will be based on the structure's exterior dimensions measured at the largest horizontal projections when erected on site, as provided by the guidelines contained in 24 CFR, Part 3280, as referenced below. These dimensions will include all expandable rooms, cabinets, and other projections containing interior space, but shall not include bay windows, roof projections, overhangs, or eaves under which there is no interior space, nor does it include drawbars, couplings, or hitches.</p> <p>All such structures shall be certified pursuant to the provisions of Title VI, Housing and Community Development Act of 1974 (42 USC 5401), as amended, and shall bear certification of said compliance. See 24 CFR Part 3280, Manufactured Home Construction and Safety Standards, as amended.</p> <p>Notwithstanding the above-stated requirements, all structures, whether UBC- or HUD-approved, shall comply with the National Electric Code of 1984 and be certified as such.</p> <p>This term shall not include the terms "Travel Trailers," "Campers," "Camper Buses," or "Motor Homes"; nor shall it include homes designed to be placed on a foundation.</p> |
| <b>Manufactured or Mobile Home Park or Subdivision</b>              | <p>A parcel, or contiguous parcels, of land divided into two (2) or more spaces, which are improved to the standards enacted by the town, that are rented or leased for the placement of a manufactured or mobile home.</p> <p>Services and/or utilities within a manufactured or mobile home park may be privately owned but must be maintained in accordance with all applicable town, county, and/or state rules and regulations.</p>  |
| <b>Manufactured or Mobile Home Sales</b>                            | <p>A business primarily engaged in the sale of new or used manufactured or mobile homes, as defined in this Chapter, to a final user or a consumer (i.e., not a reseller). Accessory uses may include the storage of for-sale manufactured and/or mobile homes on the premise.</p>  |
| <b>Manufacturing, Fabrication, Assembly, or Processing Facility</b> | <p>A building or a structure, in which goods are manufactured, fabricated, assembled, and/or are otherwise created from raw or previously prepared materials.</p>   |

Table 14.01.010: Defined Terms

| TERM  | DEFINITION  |
|---|---|
| <b>Medical Marijuana</b>  | All parts of the plant of the genus Cannabis whether growing or not, including immature plants, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate, that is cultivated, manufactured, distributed, or sold by a licensed Medical Marijuana Establishment. "Medical Marijuana" does not include industrial hemp, nor does it include fiber produced from stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product. |
| <b>Medical Marijuana, Center</b>                                  | A business licensed pursuant to Chapter 5.22 of De Beque's Municipal Code that sells Medical Marijuana and/or Medical Marijuana-Infused products to registered patients or primary caregivers as defined in Article XVIII, Section 14 of the Colorado Constitution, but is not a primary caregiver.   |
| <b>Medical Marijuana, Infused Products Manufacturing Facility</b> | A business licensed pursuant to Chapter 5.22 of De Beque's Municipal Code that creates or manufactures Medical Marijuana-Infused products for sale to Medical Marijuana centers but not to consumers.   |
| <b>Medical Marijuana, Testing Facility</b>                        | A public or private laboratory licensed pursuant to Chapter 5.22 of De Beque's Municipal Code and certified or approved by the Colorado Marijuana Enforcement Division to conduct research and analyze Medical Marijuana, Medical Marijuana-Infused products, and Medical Marijuana concentrate for contaminants and potency.   |
| <b>Medical Marijuana Establishment</b>                            | A Medical Marijuana center, Medical Marijuana-Infused products manufacturing facility, optional premises cultivation operation, or Medical Marijuana testing facility licensed pursuant to Chapter 5.22 of De Beque's Municipal Code and State Law.   |
| <b>Medical Marijuana Infused Product</b>                          | A product infused with Medical Marijuana that is intended for use or consumption other than by smoking, including but not limited to, edible products, ointments, and tinctures.  |
| <b>Minor Subdivision</b>  | A division of a lot into four (4) or fewer lots, a realignment, or conversion of up to four (4) residential units into a condominium.   |
| <b>Mixed-Use Building</b>   | <p>A building, existing or proposed, in which there is more than one type of use (e.g., residential and commercial uses, residential and industrial uses, etc.). Typically, in such a building, non-residential uses are located on the first floor (i.e., street level) and residential uses (i.e., dwellings) are located on the floors above.</p> <p>This term shall be synonymous with the terms "Live/Work," "Loft-Style," and "Vertical Mixed Use."</p>   |
| <b>Mobile Home or House Trailer, Permanent</b>                    | Any mobile home facility with or without wheels, so designed and constructed as to permit occupancy thereof for living or sleeping purposes.  |
| <b>Mobile Home or House Trailer, Transient</b>                    | Any vehicle designed for transport on wheels which has cooking, eating, living, and sleeping facilities. Such units may or may not contain sanitary facilities. These units customarily are moved at least once per year and are licensed as vehicles.  |
| <b>Modular Home</b>   | A dwelling that is partially, or wholly, constructed off-site (e.g., in a factory), in compliance with Title 12 of De Beque's Municipal Code and all other applicable town, state, and/or federal requirements, and then transported to a lot.  |

Table 14.01.010: Defined Terms

| TERM   | DEFINITION  |
|--|---|
| <b>N</b>                                       |   |
| <b>Natural Medicine</b>                        | Psilocybin, psilocin, and other substances defined as “natural medicine” in the Colorado Natural Medicine Code.   |
| <b>Natural Medicine Business</b>               | A business licensed by the state licensing authority for natural medicine as a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility pursuant to the Colorado Natural Medicine Code in Article 50 to Title 44, C.R.S. and associated state rules.  |
| <b>Natural Medicine, Cultivation Facility</b>  | A location where regulated natural medicine is grown, harvested, and prepared in order to be transferred and distributed to either a natural medicine healing center, a facilitator, a natural medicine products manufacturer, or to another natural medicine cultivation facility.   |
| <b>Natural Medicine, Healing Center</b>        | <p>A facility where an entity is licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant.</p> <p>This term shall be synonymous with the term “Healing Center” in the Colorado Natural Medicine Code.</p>  |
| <b>Natural Medicine Product</b>                | A product that is infused with natural medicine and intended for consumption.   |
| <b>Natural Medicine, Products Manufacturer</b> | A person who manufactures regulated natural medicine products for transfer to a natural medicine healing center, a facilitator, or to another natural medicine products manufacturer.   |
| <b>Natural Medicine Services</b>               | Services defined as “natural medicine services” in the Colorado Natural Medicine Code.  |
| <b>Natural Medicine, Testing Facility</b>      | A public or private laboratory licensed, or approved by the Colorado Department of Revenue Natural Medicine Division, to perform testing and research on regulated natural medicine and regulated natural medicine product.   |
| <b>Nursing Home</b>                            | <p>A type of long-term care facility, licensed by the State of Colorado, that is planned, organized, operated, and maintained to provide human health services, with related social care, to inpatients who require regular medical care and 24-hour-per-day nursing services for illness, injury, or disability.</p> <p>Each patient, of such a facility, shall be under the care of a physician licensed to practice medicine in the State of Colorado. The nursing services shall be organized and maintained to provide 24-hour-per-day nursing services under the direction of a registered professional nurse employed full time.</p> <p>This term shall be synonymous with the terms “Nursing Facility,” “Nursing Care Facility,” or “Intermediate Care Facility.”</p> |
| <b>O</b>                                       |   |
| <b>Office</b>                                  | A building, or portion of a building, used for administrative work, clerical work, technical services, professional services, governmental activity, and/or similar business activities of a non-retail nature.   |
| <b>Open Space</b>                              | Land areas that are not occupied by buildings, structures, parking areas, streets, alleys, or required yards. Open space may be devoted to landscaping, preservation of natural features, patios, and recreational areas and facilities.  |

Table 14.01.010: Defined Terms

| TERM   | DEFINITION  |
|--|---|
| <b>Optional Premises Cultivation Operation</b> | A business as described in C.R.S. § 12-43.3-403 that is licensed pursuant to Chapter 5.22 of De Beque's Municipal Code and the State Marijuana Enforcement Division to operate within the Town of De Beque.   |
| <b>Original Townsite Lots</b>                  | <p>Lots, typically 25-feet-wide by 125-feet-long, created in De Beque by recorded plats between 1889 and 1955. Such plats include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>▪ Town of De Beque (reception no. 8269)</li> <li>▪ Town of De Beque (reception no. 8687)</li> <li>▪ Sunshine Addition (reception no. 82517)</li> <li>▪ Derush Addition (reception no. 164436)</li> <li>▪ Derush's First Addition (reception no. 167890)</li> <li>▪ De Beque Annexation (reception no. 631658)</li> </ul> <p>A map of the area in De Beque where these lots are located is provided on the following page.</p>  |
| <b>Outside Storage</b>                         | <p>Storage of materials, merchandise, stock, supplies, machines, operable vehicles, equipment, manufacturing materials, or personal property of any nature that are not kept in a structure having at least four (4) walls and a roof, regardless of how long such materials are kept on the premises.</p> <p>This definition shall not apply to items for sale to the public, such as new and used cars, recreational vehicles, boats, and landscape and building materials, where such items are permitted for sale in the zone district in which they are located. In addition, outdoor storage does not include outdoor parking of motor vehicles regularly used in connection with the operation of an establishment, or outdoor parking for not more than forty-eight (48) hours of motor vehicles intended for servicing in connection with a Principal Use.</p> |
| <b>Outside Storage, Screened</b>               | Outside storage that is screened from view, when observed from the centerline of all adjoining street rights-of-way, with a fence, wall, berm, landscaping, or combination thereof.   |
| <b>Outside Storage, Unscreened</b>             | Outside storage that is not screened from view, when observed from the centerline of all adjoining street rights-of-way.  |
| <b>P</b>                                       |   |
| <b>Park</b>                                    | Land that is designed, maintained, and used for active and/or passive recreational activities and that is open for the public's use and enjoyment. A park, by way of example only, may include public ballfields, courts, playgrounds, picnic areas, restrooms, greenways, water features, trails, and/or natural areas.  |
| <b>Parking and Loading Areas</b>               | Any public or private area designed and used for off-street parking spaces and berths for the loading or unloading of commercial motor vehicles.  |
| <b>Performance Guarantee</b>                   | A security that may be accepted by the town as a guarantee that improvements, required as part of an application for a subdivision or a development, are satisfactorily completed.  |
| <b>Personal Service Establishment</b>          | An establishment or business primarily engaged in providing executive, management, administrative, professional, personal, and/or other similar services. Accessory uses may include, but are not limited to, the sale of goods that are incidental to a service being provided.  |

Table 14.01.010: Defined Terms

| TERM        | DEFINITION  |
|-------------|---|
| Participant | A person who is 21 years of age, or older, that receives natural medicine services performed by and under the supervision of a facilitator in accordance with the Colorado Natural Medicine Code. |

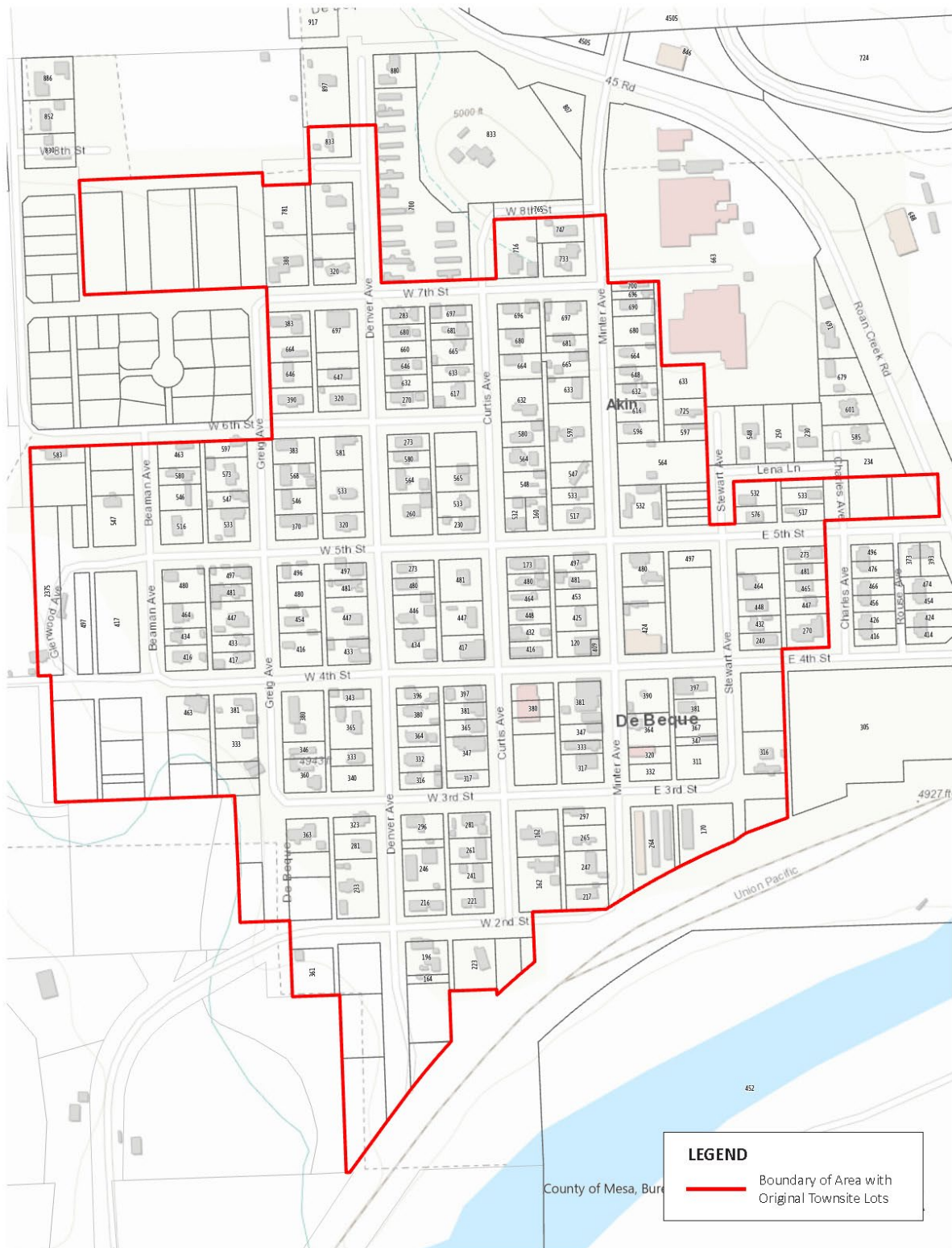




Table 14.01.010: Defined Terms

| TERM   | DEFINITION  |
|--|---|
| <b>Personal Storage Units</b>                      | <p>Multiple storage areas completely enclosed within a building, or series of buildings, in which explosive, flammable, toxic and hazardous liquids and chemicals are not allowed; and under a single ownership and does not allow businesses or offices within units.</p> <p>This term shall be synonymous with the terms “Mini-Storage” and “Self-Storage.”</p>                   |
| <b>Place of Worship</b>                            | <p>A building or structure, together with any appurtenant buildings, structures, and/or uses, where persons regularly assemble to participate in acts of worship, religious study, and/or similar religious activities.</p> <p>This term shall be synonymous with the terms “Cathedral,” “Chapel,” “Church,” “House of Worship,” “Mosque,” “Shrine,” “Synagogue,” and “Temple.”</p> |
| <b>Public Building</b>                             | A building (e.g., library or museum) that is established to serve the public and that is owned, operated, and maintained by a governmental, quasi-governmental, or non-profit entity.   |
| <b>Public Transit Maintenance Facility</b>         | A facility intended to be, or is, used for the purpose of storing, maintaining, servicing, and/or repairing vehicles used in conjunction with a public transportation system.   |
| <b>Publishing</b>                                  | A building in which printed items such as books, newspapers, periodicals, tickets, and other printed items are produced or published for distribution and sale.   |
| <b>Q</b>   |   |
| <b>Quasi-Governmental Entity</b>                   | An entity, such as a special district, that is a political subdivision of the State of Colorado and is typically formed to provide necessary public services that the Town of De Beque or Mesa County cannot otherwise provide.   |
| <b>R</b>   |   |
| <b>Recreation Facility, Indoor</b>                 | <p>A facility designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreation activities which is operated within a building.</p> <p>This term shall not include gaming or gambling establishments.</p>   |
| <b>Recreational Vehicle (RV)</b>                   | <p>A vehicle designed primarily as temporary living quarters for recreational, camping, and/or travel purposes and either has its own motive power or is mounted on or drawn by another vehicle.</p> <p>This term shall be synonymous with the terms “Travel Trailer,” “Camper Trailer,” “Truck Camper,” “Camper Van,” and “Motor Home.”</p>  |
| <b>Recreational Vehicle (RV) Sales and Service</b> | <p>A business primarily engaged in the sale, lease, and/or rental of new or used RVs directly to a final user or a consumer (i.e., not a reseller), and/or the maintenance and/or repair RVs, including but not limited to oil changes, tire services, and/or body work.</p> <p>Accessory uses may include the sale of RV parts and/or accessories.</p>                             |
| <b>Regulated Natural Medicine</b>                  | Natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, transferred, and/or dispensed pursuant to the Colorado Natural Medicine Code.  |
| <b>Regulated Natural Medicine Product</b>          | A natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, transferred, and/or dispensed pursuant to the Colorado Natural Medicine Code.  |



Table 14.01.010: Defined Terms

| TERM   | DEFINITION   |
|--|--|
| <b>Resort</b>  | A facility for transient guests where the primary attraction is generally recreational facilities or activities.   |
| <b>Retail or Rental Business</b>                         | A business engaged in the sale, lease, and/or rental of new or used goods or products directly to a final user or a consumer, not a reseller.  |
| <b>Retail Marijuana</b>                                  | All parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate, that is cultivated, manufactured, distributed, or sold by a licensed Retail Marijuana Establishment. "Retail Marijuana" does not include industrial hemp, nor does it include fiber produced from stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product. |
| <b>Retail Marijuana, Cultivation Facility-Limited</b>    | An entity licensed pursuant to Chapter 5.22 of De Beque's Municipal Code to cultivate, prepare, and package Retail Marijuana and sell Retail Marijuana to Retail Marijuana Establishments, but not to consumers, where the total floor area used for cultivation does not exceed 6,000 square feet, and the facility is licensed by the State Marijuana Enforcement Division as a tier 1 producer.   |
| <b>Retail Marijuana, Cultivation Facility</b>            | An entity licensed pursuant to Chapter 5.22 of De Beque's Municipal Code to cultivate, prepare, and package Retail Marijuana and sell Retail Marijuana to Retail Marijuana Establishments, but not to consumers, and the facility is licensed by the State Marijuana Enforcement Division as a tier 2-5 producer, .  |
| <b>Retail Marijuana, Products Manufacturing Facility</b> | An entity licensed pursuant to Chapter 5.22 of De Beque's Municipal Code to purchase Retail Marijuana; manufacture, prepare, and package Retail Marijuana Product; and sell Retail Marijuana and Retail Marijuana Product to other Retail Marijuana Products Manufacturing Facilities and Retail Marijuana Stores, but not to consumers.   |
| <b>Retail Marijuana, Store</b>                           | An entity licensed pursuant to Chapter 5.22 of De Beque's Municipal Code to purchase Retail Marijuana from a Retail Marijuana Cultivation Facility (including Limited), and Retail Marijuana and Retail Marijuana Products from a Retail Marijuana Products Manufacturing Facility and to sell Retail Marijuana and Retail Marijuana Product to consumers.   |
| <b>Retail Marijuana Establishment</b>                    | A Retail Marijuana Store, a Retail Marijuana Cultivation Facility (including Limited), a Retail Marijuana Products Manufacturing Facility, or a Retail Marijuana Testing Facility.   |
| <b>Retail Marijuana Product</b>                          | Concentrated Retail Marijuana and Retail Marijuana Product that are comprised of Retail Marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible product, ointments, and tinctures.  |
| <b>Retail Marijuana, Testing Facility</b>                | An entity licensed pursuant to Chapter 5.22 of De Beque's Municipal Code and certified to analyze and certify the safety and potency of Retail Marijuana.  |
| <b>Rezoning</b>  | An amendment to the official zoning map consisting of a change in the classification of land from one zone district to another.  |
| <b>S</b>   |  |

Table 14.01.010: Defined Terms

| TERM   | DEFINITION  |
|--|---|
| <b>Sand and Gravel Extraction and Processing</b> | The mining of sand and/or gravel from its naturally occurring location; the processing of sand and gravel through a series of operations that entails gravel crushing, and transformation through asphalt and concrete batch plants.  |
| <b>Setback</b>                                   | <p>The required unoccupied open space between the nearest projection of a building or structure and the property line of the lot on which the building or structure is located.</p> <p>A setback may also refer to the horizontal distance between the delineated edge of a wetland(s), stream/river corridor(s), riparian area(s), or wildlife habitat and the closest projection of a building or structure.</p> <p>This term shall be synonymous with the term "Required Yard."</p>  |
| <b>School, College or University</b>             | An accredited institution of higher education that offers academic programs and is authorized to grant certificates and/or associate, bachelor's, master's, and/or doctoral degrees. Continuing education, high school equivalency (i.e., GED), workforce training/development, and/or similar types of programs may also be offered.   |
| <b>School, Kindergarten - Grade 12</b>           | <p>A public, private, or parochial educational facility that meets the requirements of the applicable laws of the State of Colorado and provides an educational program for students in any grade from kindergarten through grade 12. A school shall include the school grounds, but not facilities used primarily for another purpose and incidental to the school.</p> <p>This term shall be synonymous with the terms "Elementary School," "Middle School," "Junior High School," "High School," "Intermediate School," "Secondary School," and other similar terms.</p> |
| <b>School, Vocational</b>                        | <p>An educational institution that provides instruction and training in technical skills necessary for specific careers, trades, and/or crafts. Accessory uses may include the sale of goods manufactured on the premises or the supplying of services to the public, provided that such goods or services are directly related to a course of instruction conducted by the school.</p> <p>This term shall be synonymous with the terms "Career School," "Technical School," and "Trade School."</p>  |
| <b>Shed, Yard</b>                                | A one-story, detached building that is accessory to a residential dwelling and used for the storage of personal property, for a playhouse, as a greenhouse, or for a similar type of use.   |
| <b>Shipping Container</b>                        | <p>Standardized, reusable portable vessels that were originally designed for use in intercontinental traffic of freight and designed to be mounted on a rail car, truck or ship.</p> <p>This term shall be synonymous with the terms "Cargo Container," "Storage Container," and "Freight Container."</p>   |
| <b>Stable, Community</b>                         | Any structure or fenced area used for sheltering livestock owned by landowners within a subdivision or subdivisions whereby virtue of covenants, deed restrictions or contract, an area is designated and approved by the Board of Trustees as a community stable.  |
| <b>Stable, Private</b>                           | Any structure used for sheltering livestock.  |
| <b>State Licensing Authority</b>                 | The authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storage, distribution, transportation, transfer, and dispensation of regulated natural medicine and   |

Table 14.01.010: Defined Terms

| TERM                              | DEFINITION   |
|-----------------------------------|--|
|                                   | regulated natural medicine product in the State of Colorado pursuant to the Colorado Natural Medicine Code.  |
| <b>Storage Yard</b>               | A yard used for the storage of equipment, building materials, and similar items provided that the storage yard is not open to the public, is not used for salvage and further that all service, fabrication, and repair operations shall be conducted within a building and that all outdoor storage of materials and trash receptacles shall be enclosed by a solid opaque fence and screened by landscaping. |
| <b>Street</b>                     | A public right-of-way either dedicated or established by usage, other than an alley, which provides primary access to adjacent property.   |
| <b>Structure</b>                  | Any man-made object constructed or erected that requires a location on the ground or attached to something having location on the ground. This definition shall include, but not be limited to, signs, buildings, and fences.  |
| <b>T</b>                          |  |
| <b>Telecommunication Facility</b> | All lines, buildings, structures, and easements that are intended to be, or are, used by a public or private telecommunication provider for the provision, distribution, collection, and/or transmission of communication signals, internet, and/or other similar telecommunication services.<br><br>This shall not include the term "Telecommunication Tower."  |
| <b>Telecommunication Tower</b>    | A structure (e.g., a pole, a spire, etc.) that is intended to be, or is, used to support antennas or other wireless transmitting and/or receiving devices. This includes any supporting lines, cables, wires, braces, masts, and/or other structural element that is required to support such a structure.   |
| <b>Townhouse</b>                  | A type of multi-family dwelling consisting of abutting dwelling units that share a common building wall(s) with each dwelling unit located upon land owned by the owner of the dwelling unit.  |
| <b>Transit Stop</b>               | Any land, building, or structure designated and used as a stop for the waiting, loading, and/or unloading of the passengers of a public transit vehicle (e.g., a public bus stop) and/or a private transit vehicle (e.g., a taxi service stop).  |
| <b>Transmission Lines</b>         | Electric lines (69 kilovolts and larger) and appurtenant facilities which emanate from a power plant or a substation and terminate at a substation; or pipeline/conveyors (10 inches diameter or larger) and appurtenant facilities for transporting natural resources, chemicals, petroleum derivatives, or waste substances; and are not necessary to provide utility service within the Town of De Beque.   |
| <b>Truck Stop</b>                 | An establishment primarily engaged in the fueling, servicing, repair, and/or parking of tractor trucks and/or similar commercial vehicles. Such an establishment may include the sale of accessories and/or equipment for such vehicles, and/or overnight accommodations, showers, and/or restaurants for the drivers of such vehicles.  |
| <b>U</b>                          |  |
| <b>Use, Accessory</b>             | A land use or structure that is subordinate to, and serves a purpose that is clearly incidental to, the principal use or building on the lot that it is located on.  |
| <b>Use, Permitted</b>             | A land use allowed by right in a particular zone district when listed thereunder with no further conditions or approval required other than compliance with the applicable requirements of this Title.<br><br>This term shall be synonymous with the terms "Allowed Use," "Use-by-Right,"  |

Table 14.01.010: Defined Terms

| TERM                           | DEFINITION  |
|--------------------------------|---|
|                                | and "By-Right-Use."   |
| <b>Use, Principal</b>          | The primary purpose or function for which a lot, structure, or building is intended, designed, or constructed, or the primary activity which is carried on within said lot, structure, or building.   |
| <b>Use, Prohibited</b>         | A land use that is not allowed in the Town of De Beque.   |
| <b>Use, Special</b>            | <p>A land use that may be allowed in a particular zone district only upon approval by the town. If granted, certain conditions and performance standards may be imposed on such use and must be complied with at all times. Such use shall also comply with the applicable requirements of this Title.</p> <p>This term shall be synonymous with the terms "Special Review Use" and "Conditional Use."</p>  |
| <b>Utilities, Above Ground</b> | <p>Facilities located on or above the ground surface that are used in conjunction with the provision, distribution, collection, transmission, and/or disposal of electricity, gas, water, wastewater, communication signals, internet and/or other similar services. This includes, but is not limited to, electrical substations, water/wastewater pumping stations, solar energy collection devices for off-site use of energy, compressor stations, communications towers, and similar contrivances.</p> <p>This term shall not include small-scale distribution facilities.</p> |
| <b>Utilities, Below Ground</b> | Facilities located below the ground surface that are used in conjunction with the provision, distribution, collection, transmission, and/or disposal of electricity, gas, water, wastewater, communication signals, internet, and/or other similar services.  |
| <b>V</b>                       |   |
| <b>Vehicle</b>                 | An automobile, motor vehicle, or other vehicle, as defined in the Model Traffic Code for Colorado, as adopted by the Town of De Beque.  |
| <b>W</b>                       |   |
| <b>Warehouse</b>               | <p>A building, or group of buildings, intended and/or used for the bulk storage of raw materials, finished products, merchandise, commodities, and/or other goods, for subsequent delivery, transfer, and/or pickup. Accessory uses may include, but are not limited to, offices, truck fleet parking, and/or maintenance areas.</p> <p>This shall not include a "Self-Storage" or "Mini-Storage" facility.</p>   |
| <b>Wholesale Establishment</b> | A business primarily engaged in the sale, storage, and/or distribution of goods, commodities, merchandise, and/or other similar items to a reseller (or resellers) and not a final user or a consumer. This does not include the sale, storage, and/or distribution of junk, salvage, bulk fuels, or hazardous substances as defined in Section 25-5-502(10)(a), C.R.S.   |
| <b>X</b>                       |   |
| <b>[Reserved]</b>              | <b>[Reserved]</b>   |
| <b>Y</b>                       |   |
| <b>Yard</b>                    | A portion of a lot or parcel, between a minimum setback and a lot/property line, that is unoccupied and unobstructed from the ground upward, except as otherwise provided in this Title.  |

Table 14.01.010: Defined Terms

| TERM                 | DEFINITION   |
|----------------------|--|
| <b>Yard, Front</b>   | A yard, extending the full width of a lot or parcel, that is situated between the front lot line and the minimum front setback.  |
| <b>Yard, Rear</b>    | A yard, extending the full width of a lot or parcel, that is situated between the rear lot line and the minimum rear setback.  |
| <b>Yard, Side</b>    | A yard, extending from the front yard to the rear yard, that is situated between a side lot line and a minimum side setback.   |
| <b>Z</b>             |  |
| <b>Zone District</b> | A specific area of the town, delineated on the zoning map, within which uniform regulations and standards govern the use, layout, size, and/or design of land, buildings, and/or structures. |

#### 14.01.200: OTHER DEFINITIONS

Other definitions are found in various sections of these Regulations. Such other definitions sections further define relevant terms necessary for the enforcement of these Regulations. The rules of construction prescribed in Section 14.01.170 apply to all definitions in these Regulations.

Part 4  
Review Procedures for Affordable Housing Projects

14.06.250 Fast-Track Review Process for Affordable Housing Projects.

- A. To comply with the requirements of C.R.S. 29-32-105(2) et seq., the following fast-track review process applies to all Special Use and Variance applications for affordable housing projects. At the discretion of an applicant, an application may be opted out of the fast-track review process set forth in this Section.
1. Upon a determination of completeness in accordance with Section 14.06.070, an application will be reviewed in accordance with the applicable review process set forth in this Chapter. Unless otherwise stated, the review process timeframes set forth in this Section shall supersede the review process timeframes established elsewhere in this Chapter.
  2. For Special Use applications, the Board of Trustees will render a decision within ninety (90) calendar days of a determination of completeness unless the fast-track review process is extended in accordance with this Section.
  3. For Variance applications, the Planning Commission (acting as the Board of Adjustment) will render a decision within ninety (90) calendar days of a determination of completeness unless the fast-track review process is extended in accordance with this Section.
  4. The fast-track review process is permitted to be extended as follows:
    - a. A one-time extension of up to ninety (90) calendar days may be granted by the Town Planner, Planning Commission, or Board of Trustees, upon receipt of a written request from the applicant.
    - b. To allow time to comply with a state law or court order. The length of such an extension will be determined by the state law or court order.
    - c. To allow for review by an agency not under the control of the Town and with approval authority over the project (e.g., De Beque Fire Protection District) and to allow for comments from such agency to be addressed by the applicant.
    - d. An extension of up to thirty (30) calendar days may be granted by the Town Planner to address comments that arise during the application review process. The extension period shall begin upon the Town's receipt of the applicant's response to such comments. If the Town Planner authorizes such an extension, they must provide the applicant with written notification.

The Town Planner is authorized to grant more than one (1) extension of up to thirty (30) calendar days if additional extensions are deemed necessary to address application review comments.