

**AGENDA
OURAY CITY COUNCIL**

Monday, February 3, 2025 - 4:00 PM

**Ouray Community Center
320 6th Ave
Ouray, CO 81427**

Ouray City Council Work Session

- Changes to this agenda can be found on the bulletin board at City Hall
- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Economic Development Committee, Beautification Committee, Tourism Advisory Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

1. CALL TO ORDER
2. DISCUSSION ITEMS
 - a. Draft Deed Restrictions Template - Redline from 1/21/25 Meeting
 - b. Draft Deed Restriction Template - Clean Version
 - c. Draft Ordinance for Ouray Municipal Code (OMC) Section 7-7-K Affordable Housing Incentives
 - d. OMC 7-5, Development Review Procedures
 - e. Copy of Ordinance Adopting Official Zoning Map in 2023 with Overlay Districts Included

This Form Has Important Legal Consequences and the Parties Should Consult Legal Counsel Before Signing.

DEED RESTRICTION AND COVENANT AGREEMENT
FOR [INSERT STREET ADDRESS]

City of Ouray
Affordable Housing Ownership ~~and~~ Occupancy ~~and~~ Resale

THIS DEED RESTRICTION AND COVENANT AGREEMENT is entered into this _____ day of _____, 202_ (“Effective Date”) between **[INSERT NAME OF OWNER]**, _____, (“Grantor” or “Owner”), and the **CITY OF OURAY**, a Colorado home rule municipal corporation with its principal place of business being 320 6th Ave, Ouray, Colorado, 81427, (“Grantee”).

Property Subject to Deed Restriction. The following real property (the “Restricted Property”) is hereby subject to these Covenants:

(INSERT LEGAL HERE)
County of Ouray
State of Colorado.

Commonly known as **(INSERT STREET ADDRESS HERE)**

This Restricted Property has a maximum rental charge based upon ~~current~~ an AMI RENT CALCULATION of ~~\$1,418.00~~ per month¹, ~~as amended from time to time.~~

RECITALS

WHEREAS the Grantor is the Owner of the Restricted Property; and

WHEREAS, the Grantor and any heirs, executors, administrators, representatives, successors, and assigns, desires and agrees to comply with this DEED RESTRICTION AND COVENANT AGREEMENT (“Covenant”), recorded at Reception No. _____ in the Ouray Clerk and Recorder’s office, as amended from time to time, and agrees to the restriction in the use of the Restricted Property; and

Whereas, under this Covenant the Grantor and Grantee intend, declare, and agree that the regulatory and restrictive covenants set forth herein govern the use of the Restricted Property and shall be and are covenants running with the land and shall be binding upon the Grantor and Grantee; and

WHEREAS, this Covenant is intended to restrict the rent charged on certain housing units as determined by the Owner and City of Ouray to no more than thirty percent (30%) ~~of the~~ ~~of the~~ adjusted eighty percent (80%) AMI divided by 12 months for a household of two, regardless of true house hold size, adjusted from time to time by City Council, to all occupants of the Restricted Property.

DEFINITIONS

1. **AREA MEDIAN INCOME (AMI)** is determined by using the figures published by US Department of Housing and Urban Development (“HUD”) for each county in Colorado and adopted by Colorado Housing and Finance Authority (“CHFA”). They are published at: www.chfainfo.com. City Council shall adopt an approved AMI from time to time by resolution.

¹ Based on 80% of the area median income for Ouray County, 2022 for a household size of two being \$56,720.00.

2. **AMI RENT CALCULATION** means the adopted maximum monthly rent charged by an Owner based on a household size of two, regardless of true household size, that may be collected from all occupants of a Restricted Property, ~~as amended by City Council from time to time based upon the current AMI adopted by the State of Colorado being no more than thirty percent (30%) of the adjusted eighty percent (80%) AMI divided by 12, with the AMI amended from time to time.~~
3. **QUALIFIED OCCUPANT** means any person(s) who occupy and use the Restricted Property.
4. **RENT** is the maximum total amount of remuneration charged by an Owner, or its authorized delegee, to a Qualified Occupant for use of the Restricted Property in accordance with the AMI Rent Calculation in effect ~~at the time the Qualified Occupant takes possession of the Restricted Property in the Deed Restriction and Covenant Agreement~~ and including no other costs or charges, including any costs for Owner's homeowner's insurance, or any other hidden costs, fees, or payments of any kind for services rendered that are less than fair market value, ~~shall be charged by Owner to Qualified Occupant.~~
5. **TRANSFER** means an act of the Owner by which the Restricted Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by deed, beneficiary deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Restricted Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a contract by which possession of the Restricted Property is transferred and Owner retains title.

COVENANT

NOW, THEREFORE, in consideration of the foregoing material Recitals, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

1. **Covenant Runs with the Land.** These Covenants shall run with the land and title to the Restricted Property, for benefit of and enforceability by Grantee and their successors and assigns, and this Covenant shall bind the Grantor and all subsequent Owners of the Restricted Property. Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the period of ownership. Every lease of the Restricted Property, for any purposes, shall be deemed to include and incorporate by reference, the covenants contained in this Covenant.
 - 1.1 **Term.** The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until for a term of one hundred (100) years ("**Expiration Date**"). Said term of one hundred (100) years shall reset upon every Transfer.
 - 1.2 **Administration and Enforcement.** This Covenant shall be administered and enforced by the City of Ouray through its duly authorized designee, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Restricted Property Owner(s) or Occupant(s), such other remedies and penalties as may be specified in this Covenant, including but not limited to the Schedule of Violations and Fines found in the Guidelines, or any other remedy available at law.
 - 1.3 **Updated Covenants.** Upon every ~~sale-transfer~~ of a Restricted Property by Owner, the transferee shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of

Ouray. If no transfer takes place within a ten (10) year period, the Grantor shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of Ouray, upon request by either party.

1.4 Replacement of Prior Agreement. If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the _____ County Clerk and Recorder on [RECORDING DATE] at Reception No. [RECORDING #].

2. **Definitions.** The Parties acknowledge and agree that the definitions contained herein shall apply to this Covenant and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

3. **Ownership, Use, Occupancy, Rentals, and Qualification.**

3.1 **Use and Occupancy.** The use of the Restricted Property is hereby, and shall henceforth be, limited exclusively to Qualified Occupants. If the Restricted Property is owned without compliance with this Covenant, the Grantee shall have the right to enforcement and the remedies set forth herein, including but not limited to the rights under Section 8.

3.2 **Qualification.** Qualified Occupants shall:

3.1.1 be subject to the AMI Rent Calculation in effect at the time the Qualified Occupant takes possession of the Restricted Property and upon any renewal of any lease terms.

3.1.2 occupies the Restricted Property as their sole and exclusive primary residence.

3.1.3 be residents within Ouray County for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis and their primary residence for purposes of voter registration must be within Ouray County.

3.1.4 be provided with a fully executed written lease or other occupancy agreement for a minimum term of three (3) months.

3.3 **Continued Qualification Compliance.** The Owner is responsible for ensuring that all occupants who use the Restricted Property are Qualified Occupants and must maintain compliance with all applicable requirements on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Restricted Property is required to comply with any deed restriction, including providing proof of maximum rent compliance or responding to any request to ensure compliance with these Covenants.

5. **Transfer of Property:** Any Transfers of the Restricted Property shall not occur until each encumbrance, debt or liability owed by the Grantor to the Grantee under these Covenants is fully satisfied, including any fees and violation fines.

6. **No Alteration of Restricted Property.** The Restricted Property shall not be altered, demolished, partially demolished, released from these covenants, without the approval of the City of Ouray.

7. **Obligation to Maintain Homeowner's Insurance.** Owners shall obtain full replacement cost insurance

coverage of the Restricted Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.

- 7.1 **Request for Insurance Coverage Certificate.** The Owner will be required to verify compliance with these insurance provisions at any time and is required to respond within seven (7) days.
- 7.2 Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.

8. **Default/Breach**

- 8.1 **Right to ~~Inspect~~Request Lease.** In the event the Grantee has reasonable cause to believe an Owner is violating the provisions of this Covenant, that person or entity, through its authorized representatives, ~~may inspect the Restricted Property between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Grantor with no less than twenty four (24) hours written notice; Grantor has the right to be present shall provide the required written lease or other occupancy agreement and any other relevant documentation to the City within seventy-two hours after a written request to Owner was sent by U.S.P.S.~~
- 8.2 **Notice of Violation.** The Grantee shall send a Notice of Violation ("NOV") to the Owner detailing the nature of the violation and allowing the Owner fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation ~~as required by the Schedule of Violations and Fines, Appendix E of the Guidelines,~~ and any additional opportunity to cure before the fines or consequences escalate. In the event the Owner disagrees with the allegation of violation of the Covenant ~~or the Guidelines,~~ the Owner may request, in writing, a hearing before the Grantee ~~or its designated hearing officer,~~ who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Owner to sell the Restricted Property. If the Owner does not request a hearing and the violation is not cured within the fourteen-day period, the Owner and/or Occupant shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.
- 8.3 **Hearing Before the Grantee.** Whenever this Covenant provides for a hearing before the Grantee, such a hearing shall be scheduled by the Grantee within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Grantee shall be a final decision, subject to judicial review.
- 8.4 **Reservation of Remedies.** There is hereby reserved to the parties hereto all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.
- 8.5 **Sale Without Compliance.** In the event the Restricted Property is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each conveyance of the

Restricted Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.

8.6 **Failure to Cure.** In the event an Owner fails to cure any breach of this Covenant, Grantee may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, declaring the breach a nuisance and abating the same and assessing costs under Section 10-4-E, seeking a mandatory injunction requiring the sale of the Restricted Property by Owner, and/or for an injunction against future sale(s) in violation of this Covenant.

9. **General Provisions**

9.1 **Enforcement of Covenant.** This Covenant shall constitute covenants running with the land and Restricted Property as a burden thereon, for the benefit of the Grantee and/or its respective successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Owners and/or Occupants.

9.2 **Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the Grantor shall not discriminate based on race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Restricted Property.

9.3 **Waiver of Exemptions.** Every Owner, by taking title to a Restricted Property, shall be deemed to have subordinated to this Covenant all right of homestead and any other exemption in, or with respect to, such Restricted Property under state or federal law presently existing or hereafter enacted.

9.4 **Notices.** Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Grantee and Grantor at:

Grantee: — — —City Administrator
City of Ouray
320 6th Avenue/
PO Box 468
Ouray, CO 81427
Telephone: 970-325-7078

Grantor: _____

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9.5 **Severability.** Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.

9.6 **Choice of Law and Venue.** This Covenant and each related document are governed and construed in accordance with the laws of the State of Colorado and action shall be commenced in Ouray County, Colorado.

9.7 **Attorney Fees and Costs.** In any proceeding for the resolution of any controversy or claim arising out of, or relating to, this Deed Restriction and Covenant, or its breach, the finder of fact shall determine and award to the prevailing party, their reasonable attorney fees and costs.

9.7 **Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

9.8 **Further Actions.** Owners and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

9.10 **Modifications.** Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the Grantee and Owner, with the written consent of each, and recorded with the Clerk and Recorder of Ouray County, except that the Rent shall be subject to modification by the Grantee when the AMI Rental Calculation is amended from time to time.

CITY OF OURAY

By: _____ EXECUTED, this ____ day of _____, 20__.
[NAME], Mayor

Attest: [NAME] Clerk

OWNER

By: [NAME], Member

State of Colorado)
) ss.
County of _____)

The foregoing Deed Restriction and Covenant for _____, has been acknowledged before me this _____ day of _____, 20__, by _____ [NAME], Member of _____.

Witness my hand and official seal.
My commission expires:

Notary Public



DEED RESTRICTION AND COVENANT AGREEMENT
FOR [INSERT STREET ADDRESS]

City of Ouray
Affordable Housing Ownership and Occupancy

THIS DEED RESTRICTION AND COVENANT AGREEMENT is entered into this _____ day of _____, 20__ (“Effective Date”) between [INSERT NAME OF OWNER], _____, (“Grantor” or “Owner”), and the **CITY OF OURAY**, a Colorado home rule municipal corporation with its principal place of business being 320 6th Ave, Ouray, Colorado, 81427, (“Grantee”).

Property Subject to Deed Restriction. The following real property (the “Restricted Property”) is hereby subject to these Covenants:

(INSERT LEGAL HERE)
County of Ouray
State of Colorado.

Commonly known as **(INSERT STREET ADDRESS HERE)**
This Restricted Property has a maximum rental charge based upon an AMI RENT CALCULATION of \$1,418.00 per month¹.

RECITALS

WHEREAS the Grantor is the Owner of the Restricted Property; and
WHEREAS, the Grantor and any heirs, executors, administrators, representatives, successors, and assigns, desires and agrees to comply with this DEED RESTRICTION AND COVENANT AGREEMENT (“Covenant”), recorded at Reception No. _____ in the Ouray Clerk and Recorder’s office, as amended from time to time, and agrees to the restriction in the use of the Restricted Property; and

Whereas, under this Covenant the Grantor and Grantee intend, declare, and agree that the regulatory and restrictive covenants set forth herein govern the use of the Restricted Property and shall be and are covenants running with the land and shall be binding upon the Grantor and Grantee; and

WHEREAS, this Covenant is intended to restrict the rent charged on certain housing units as determined by the Owner and City of Ouray to no more than thirty percent (30%) of the adjusted eighty percent (80%) AMI divided by 12 months for a household of two, regardless of true house hold size, adjusted from time to time by City Council, to all occupants of the Restricted Property.

DEFINITIONS

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¹ Based on 80% of the area median income for Ouray County, 2022 for a household size of two being \$56,720.00.

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3. **QUALIFIED OCCUPANT** means any person(s) who occupy and use the Restricted Property.
4. **RENT** is the maximum total amount of remuneration charged by an Owner, or its authorized delegee, to a Qualified Occupant for use of the Restricted Property in accordance with the AMI Rent Calculation in effect in the Deed Restriction and Covenant Agreement and including no other costs or charges, including any costs for Owner's homeowner's insurance, or any other hidden costs, fees, or payments of any kind for services rendered that are less than fair market value..
5. **TRANSFER** means an act of the Owner by which the Restricted Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by deed, beneficiary deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Restricted Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a contract by which possession of the Restricted Property is transferred and Owner retains title.

COVENANT

NOW, THEREFORE, in consideration of the foregoing material Recitals, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

1. **Covenant Runs with the Land.** These Covenants shall run with the land and title to the Restricted Property, for benefit of and enforceability by Grantee and their successors and assigns, and this Covenant shall bind the Grantor and all subsequent Owners of the Restricted Property. Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the period of ownership. Every lease of the Restricted Property, for any purposes, shall be deemed to include and incorporate by reference, the covenants contained in this Covenant.

1.1 Term. The “**Term**” of this Covenant shall commence on the Effective Date and shall continue until for a term of one hundred (100) years (“**Expiration Date**”). Said term of one hundred (100) years shall reset upon every Transfer.

1.2 Administration and Enforcement. This Covenant shall be administered and enforced by the City of Ouray through its duly authorized designee, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Restricted Property Owner(s) or Occupant(s), such other remedies and penalties as may be specified in this Covenant, including but not limited to the Schedule of Violations and Fines found in the Guidelines, or any other remedy available at law.

1.3 Updated Covenants. Upon every transfer of a Restricted Property by Owner, the transferee shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of Ouray. If no transfer takes place within a ten (10) year period, the Grantor shall execute the most recent

Deed Restriction and Covenant Agreement that has been approved by the City of Ouray, upon request by either party.

1.4 Replacement of Prior Agreement. If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the _____ County Clerk and Recorder on [RECORDING DATE] at Reception No. [RECORDING #].

2. **Definitions.** The Parties acknowledge and agree that the definitions contained herein shall apply to this Covenant and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

3. **Ownership, Use, Occupancy, Rentals, and Qualification.**

3.1 **Use and Occupancy.** The use of the Restricted Property is hereby, and shall henceforth be, limited exclusively to Qualified Occupants. If the Restricted Property is owned without compliance with this Covenant, the Grantee shall have the right to enforcement and the remedies set forth herein, including but not limited to the rights under Section 8.

3.2 **Qualification.** Qualified Occupants shall:

3.1.1 be subject to the AMI Rent Calculation in effect at the time the Qualified Occupant takes possession of the Restricted Property and upon any renewal of any lease terms.

3.1.2 occupies the Restricted Property as their sole and exclusive primary residence.

3.1.3 be residents within Ouray County for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis and their primary residence for purposes of voter registration must be within Ouray County.

3.1.4 be provided with a fully executed written lease or other occupancy agreement for a minimum term of three (3) months.

3.3 **Continued Qualification Compliance.** The Owner is responsible for ensuring that all occupants who use the Restricted Property are Qualified Occupants and must maintain compliance with all applicable requirements on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Restricted Property is required to comply with any deed restriction, including providing proof of maximum rent compliance or responding to any request to ensure compliance with these Covenants.

5. **Transfer of Property:** Any Transfers of the Restricted Property shall not occur until each encumbrance, debt or liability owed by the Grantor to the Grantee under these Covenants is fully satisfied, including any fees and violation fines.

6. **No Alteration of Restricted Property.** The Restricted Property shall not be altered, demolished, partially demolished, released from these covenants, without the approval of the City of Ouray.

7. **Obligation to Maintain Homeowner's Insurance.** Owners shall obtain full replacement cost insurance

coverage of the Restricted Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.

7.1 Request for Insurance Coverage Certificate. The Owner will be required to verify compliance with these insurance provisions at any time and is required to respond within seven (7) days.

7.2 Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.

8. Default/Breach

8.1 Right to Request Lease. In the event the Grantee has reasonable cause to believe an Owner is violating the provisions of this Covenant, that person or entity, through its authorized representative, shall provide the required written lease or other occupancy agreement and any other relevant documentation to the City within seventy-two hours after a written request to Owner was sent by U.S.P.S.

8.2 Notice of Violation. The Grantee shall send a Notice of Violation ("NOV") to the Owner detailing the nature of the violation and allowing the Owner fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation, and any additional opportunity to cure before the fines or consequences escalate. In the event the Owner disagrees with the allegation of violation of the Covenant, the Owner may request, in writing, a hearing before the Grantee, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Owner to sell the Restricted Property. If the Owner does not request a hearing and the violation is not cured within the fourteen-day period, the Owner and/or Occupant shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.

8.3 Hearing Before the Grantee. Whenever this Covenant provides for a hearing before the Grantee, such a hearing shall be scheduled by the Grantee within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Grantee shall be a final decision, subject to judicial review.

8.4 Reservation of Remedies. There is hereby reserved to the parties hereto all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.

8.5 Sale Without Compliance. In the event the Restricted Property is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each conveyance of the Restricted Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.

8.6 **Failure to Cure.** In the event an Owner fails to cure any breach of this Covenant, Grantee may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, declaring the breach a nuisance and abating the same and assessing costs under Section 10-4-E, seeking a mandatory injunction requiring the sale of the Restricted Property by Owner, and/or for an injunction against future sale(s) in violation of this Covenant.

9. General Provisions

9.1 **Enforcement of Covenant.** This Covenant shall constitute covenants running with the land and Restricted Property as a burden thereon, for the benefit of the Grantee and/or its respective successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Owners and/or Occupants.

9.2 **Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the Grantor shall not discriminate based on race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Restricted Property.

9.3 **Waiver of Exemptions.** Every Owner, by taking title to a Restricted Property, shall be deemed to have subordinated to this Covenant all right of homestead and any other exemption in, or with respect to, such Restricted Property under state or federal law presently existing or hereafter enacted.

9.4 **Notices.** Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Grantee and Grantor at:

Grantee: City Administrator
City of Ouray
320 6th Avenue/
PO Box 468
Ouray, CO 81427
Telephone: 970-325-7078

Grantor: _____

9.5 **Severability.** Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.

9.6 **Choice of Law and Venue.** This Covenant and each related document are governed and construed in accordance with the laws of the State of Colorado and action shall be commenced in Ouray County, Colorado.

- 9.7 **Attorney Fees and Costs.** In any proceeding for the resolution of any controversy or claim arising out of, or relating to, this Deed Restriction and Covenant, or its breach, the finder of fact shall determine and award to the prevailing party, their reasonable attorney fees and costs.
- 9.7 **Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 9.8 **Further Actions.** Owners and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- 9.10 **Modifications.** Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the Grantee and Owner, with the written consent of each, and recorded with the Clerk and Recorder of Ouray County, except that the Rent shall be subject to modification by the Grantee when the AMI Rental Calculation is amended from time to time.

CITY OF OURAY

By: _____ EXECUTED, this _____ day of _____, 20__.
 [NAME], Mayor

Attest: [NAME] Clerk

OWNER

By: [NAME], Member

State of Colorado)
) ss.
 County of _____)

The foregoing Deed Restriction and Covenant for _____, has been acknowledged before me this _____ day of _____, 20__, by _____ [NAME], Member of _____.

Witness my hand and official seal.
 My commission expires:

 Notary Public

CITY OF OURAY

ORDINANCE NO. 01 (Series 2025)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO ADDING CHAPTER 7-7-K OF THE OURAY MUNICIPAL CODE TO REGULATE AFFORDABLE, ATTAINABLE, AND WORKFORCE HOUSING; AND ADOPTION OF AN OFFICIAL DEED RESTRICTION AND COVENANT AGREEMENT TEMPLATE BY REFERENCE TO BE EXECUTED AS A REQUIREMENT OF THESE REGULATIONS.

WHEREAS Staff and the City Council have spent the previous two years studying affordable housing incentives by local governments and attending various classes and educational opportunities to learn what incentives are offered at the state and federal level for building affordable housing stock in the community;

WHEREAS, City Council held a properly noticed work session on November 18, 2024 to discuss deed restrictions and building incentives as a permitted use in the R-2 zone and within the Mixed-Use Overlay District and City Council further discussed these deed restriction regulations at the regular City Council meeting held on January 21, 2025;

WHEREAS this Ordinance is adopted for the health, safety, and welfare of the public.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, as follows:

SECTION 1: ADDITION

Section 7-7-K of Chapter 7 is added as follows:

K. Affordable, Attainable, and Workforce Housing

1. Applicability

- i. The incentives apply to any application for Development Review under OMC 7-5 submitted to the City for the development or re-development of a parcel of land where four (4) dwelling units or less will be located.
- ii. These incentives shall be a permitted use within the Residential – High Density (R-2) zone district or the Mixed-Use Overlay District.
- iii. These regulations require a deed restriction and covenant to be executed by the real property owner which will run with the land and be binding on all successors or assigns. A copy of the Official Deed Restriction and Covenant Agreement, as amended from time to time, shall be maintained in the City Clerk’s office available for public inspection.
- iv. The terms contained in the Official Deed Restriction and Covenant agreement are incorporated herein by reference and required to be met by Applicant.

2. Incentives

- i. Increased Density. The maximum density for each Dwelling Unit shall be 1,500 sq. ft.
- ii. Reduced Off-Street Parking. The off-street parking requirements shall be reduced by one (1) parking space for every five (5) required off-street parking spaces under Table 7-8-E. To the extent these parking requirements cause a hardship in accordance with Section 7-5-D-4, a variance may be requested.
- iii. Reduced Permit Fees. Applicants that add three (3) or more dwelling units that are restricted by deed under these regulations shall receive a fifty percent (50%) reduction in the Building Permit fees assessed by the City.
- iv. EQR Off-Set Program. To the extent the City of Ouray maintains an EQR off-set program where dwelling unit occupants are afforded credits toward the City water and sewer utility invoices, any qualified

occupants residing in dwelling units permitted herein shall automatically be enrolled in such a program.

SECTION 2: EFFECTIVE DATE

The provisions of this Ordinance shall become effective thirty (30) days following publication.

SECTION 3: SEVERABILITY

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by ____ vote of the Ouray City Council this __ day of February 2025.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by ____ vote of the Ouray City Council this ____ day of February 2025.

CITY OF OURAY, COLORADO

Ethan Fink, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. ___ (Series No. 2025), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2025. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2024 and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2025, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

7-5 Development Review Procedures

A. Purpose and Organization of Section

This section outlines the common and specific procedures required for all types of land use review. The Administrator or Planning Commission can refer any application to the next higher level of decision authority if they deem the project impacts are substantial and necessitate a higher level of review.

B. Summary Table of Procedures

Table 7-5-B. Summary Table of Procedures

R = Review (Review or Recommend)		D = Decision (Responsible for Final Decision)				
H = Public Hearing Required		A = Appeal (Appeal Authority)				
Procedure	Section	Administrator	PC	City Council		
Comprehensive Plan, Adoption and Amendments	C.R.S. § 31-23-206		R		D	
Rezone and Initial Zoning	7-5-D-1	R	R		D	
Annexation	7-10	R	R		D	
Conditional Use Permits	7-5-D-3	R	D - H		A	
Variances	7-5-D-4	R	D - H			
Short-Term Rental Appeals	7-7-H-16	R			A	
Site Development Permit, other than one SFR	7-5-D-2	D				
Site Development Permit, one single-family dwelling or ADU	7-5-D-2	D				
Site Development Permit - Limited Amendment (minor revisions)	7-5-D-2	D	A			
Sign Permit	Chapter 8	D				
Appeals of Administrative Decisions (except STR)	7-5-C-7	R	A			

Table 7-5-B. Summary Table of Procedures

R = Review (Review or Recommend)		D = Decision (Responsible for Final Decision)			
H = Public Hearing Required		A = Appeal (Appeal Authority)			
Procedure	Section	Administrator	PC	City Council	
Vacation of ROW		R	R	D – H	
Planned Unit Developments					
Sketch PUD	7-5-D-5-j	R			
Preliminary PUD	7-5-D-5-j	R	R-H	D – H	
Final PUD	7-5-D-5-j	R	R-H	D – H	
Subdivisions					
Lot Split	7-5-D-5-f	D	A		
Amended Plat	7-5-D-5-h	R		D – H	
Minor Subdivision	7-5-D-5-i	R	D – H	A – H	
Subdivision Sketch plan	7-5-D-5-c	R	D		
Subdivision Preliminary Plat	7-5-D-5-d	R	R	D – H	
Subdivision Final Plat	7-5-D-5-e	D		A – H	
Condominium/Townhouse Plat	7-5-D	R	R	D	
Replat/Boundary Adjustment	7-5-D-5-g	D	A		

C. *Development Review Procedures*

1. *Preapplication Conference (Optional).*

a. *Purpose.* The purpose of a preapplication conference is to provide an opportunity for an informal evaluation of the applicant's proposal and to familiarize the applicant and the Administrator with the applicable provisions of this Land Use Code, any Comprehensive or other applicable City Plans or Policies, infrastructure requirements, and any other issues that may affect the applicant's proposal.

b. *Preapplication Conference.* The potential applicant shall request a preapplication conference with the Administrator and pay the required fees, if any. With the request for a preapplication conference, the applicant shall provide to the Administrator a description of the character, location, and magnitude of the proposed development and any other available supporting materials, such as maps, drawings, site plans or models. It is the applicant's responsibility to provide sufficiently detailed plans and descriptions of the proposal for the Administrator to make informal recommendations regarding the proposed project. At the conference, the applicant, the Administrator or designee, and any other persons the Administrator deems appropriate to attend shall discuss the proposed development and the applicable requirements of this Land Use Code, based on the information provided by the applicant. The informal evaluation and comments provided by the Administrator at the conference are not binding upon the applicant or the City but are intended to guide the applicant through the application and submittal process and advise the applicant in advance of issues that may be relevant to the respective board or commission though not exhaustive.

2. *Application.*

a. *Application Requirements.* A uniform application is used for every process under this code. However, additional information may be required at each level of a multi-level application such as a subdivision. Every application under this code shall include, or be accompanied by, the following information, unless waived by the Administrator:

- i. The name, mailing address, and telephone number(s) of the applicant for the permit.
- ii. The owner(s) of the property upon which the improvement or use is to take place.
- iii. Any agents authorized to act on behalf of the owner or the applicant.
- iv. Any contractor retained or to be retained to accomplish any portion of the improvement.
- v. Proof of ownership of the property in question and concurrence in the purpose of the application by the owner.
- vi. Legal description of the property in question, to include:
 - A. Legal address;
 - B. Account number; or

- C. Other recorded identifying parcel number.
 - vii. Current zoning classification of the parcel.
 - viii. A copy of a certified survey plat may be required or a sketch plan which shows the relative location of existing and proposed improvements, buildings, structures, roads, driveways, slope, parking, ditches, utilities, fences, and other significant features present on the site.
 - ix. A written description of the nature of the improvement planned, if any.
 - x. Architect or engineer drawings, floor plans, and diagrams as may be required by the Administrator.
 - xi. Proof that a request for a driveway permit has been submitted to the Colorado Department of Transportation, if a new access road or driveway to the property intersects with the state highway.
- b. *Authority to File Applications.* Unless otherwise specified in this Land Use Code, applications for review and approval may be initiated by the owner of the property that is the subject of the application or the owner's authorized agent. When an authorized agent files an application under this Land Use Code on behalf of a property owner, the agent shall provide the City with written documentation that the owner has authorized the filing.
- c. *Submittal Requirement Waiver.* The Administrator may waive certain submittal requirements if they are deemed unnecessary for the review of the project and associated development impacts. The Administrator will provide a report detailing the exact waivers and an explanation on why they are not necessary, and the report will become part of the application and project file.
- d. *Additional Information.* Additional application-specific information, beyond that specified, may be required by the Administrator, Planning Commission, and/or City Council, as necessary and appropriate to evaluate fully whether an application complies with the requirements of this Land Use Code.
- e. *Inactive Files.* If an applicant fails to submit required information or request a hearing date within six (6) months from the application date, the file may become void, and the resubmittal of a new application and fees may be required. The Administrator may grant extensions of time to this provision, upon a written request by the applicant if the extension request is received within 6 months of the original application termination date.
- f. *Determination of Application Completeness.* The Administrator shall only initiate the review and processing of complete applications. The Administrator will decide application completeness within 7 days of receipt of the application by the Administrator. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Land Use Code. If an application is determined to be incomplete, the Administrator shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected in a future resubmittal.

- i. When Table 7-5-C requires a posted notice, the City shall post at least one sign on the lot, parcel, or tract of land, and such sign shall remain on the property for a period of at least 5 days prior to the public hearing. The sign shall be posted in a prominent place, clearly visible from the most heavily traveled adjacent street or public way. The Administrator may require that additional signs be posted depending on the access and configuration of the property.

- f. *Notice to Mineral Estate Owners and Lessees.* When Table 7-5-C requires that notice be provided to mineral estate owners and lessees, the applicant shall provide notice of the application by certified mail, return receipt requested, to all mineral estate owners and lessees on the subject property in accordance with C.R.S. § [24-65.5.103](#). Such notice shall be provided not less than 30 days prior to the initial public hearing, or not less than 30 days prior to the final decision if the application does not require a public hearing. It shall be the applicant’s responsibility to conduct the necessary research to determine mineral estate owners and lessees on the subject property.

- g. *Constructive Notice.* Minor defects in any notice 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 notice shall be limited to errors in a legal description or typographical or grammatical errors that do not impede communication of the notice to affected parties. In all cases, however, the requirements for the timing of the notice and for specifying the time, date, and place of a hearing shall be correctly conveyed. Failure of a party to receive written notice shall not invalidate subsequent action. If questions arise at the 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 Land Use Code.

- h.

Table 7-5-C. Notice Requirements

X – Denotes Required Notice				
Procedure	Section	Published	Mailed	Posted
Rezone and Initial Zoning	7-5-D-1	X	X	X
Annexations	7-10	X	X	X
Conditional Use Permits	7-5-D-3	X	X	X
Variances	7-5-D-4	X		X
Site Development Permit	7-5-D-2			

Table 7-5-C. Notice Requirements

X - Denotes Required Notice				
Procedure	Section	Published	Mailed	Posted
Vacation of ROW		X	X	X
Subdivisions				
Lot Splits - 2 lots max	7-5-D-5-f			
Amended Plat	7-5-D-5-h			
Minor Subdivision	7-5-D-5-i			
Major Subdivision Sketch Plan	7-5-D-5-j	X	X	X
Major Subdivision Preliminary Plat	7-5-D-5-j	X	X	X
Major Subdivision Final Plat	7-5-D-5-j			
Major Planned Unit Development (PUD) Sketch Plan	7-5-D-5-j	X	X	X
Major Planned Unit Development (PUD) Preliminary Plat	7-5-D-5-j	X	X	X
Minor Planned Unit Development (PUD) Sketch Plan	7-5-D-5-j			X
Minor Planned Unit Development (PUD) Preliminary Plat	7-5-D-5-j			X
Replat (Boundary Adjustments)	7-5-D-5-g			

Table 7-5-C. Notice Requirements

X - Denotes Required Notice				
Procedure	Section	Published	Mailed	Posted
Condominium/ Townhouse Plat	7-5-D			X
Vested Rights	7-5-C-8			

4. *Decision and Findings.*

a. *Approval Criteria.* To approve a development application, the respective board, commission, or Administrator shall find that the development application has satisfied and followed the applicable requirements of this section and all the approval criteria required for the applicable development application.

b. *Decision.* After consideration of the development application, the Staff Report, comments received from other reviewers (if applicable), and the evidence from the public hearing (if applicable), the decision-maker designated in Table 7-5-B shall approve, approve with conditions, or deny the application based on the applicable approval criteria. The Administrator shall provide written notification of the decision to the applicant within seven (7) days after the decision.

c. *Conditions of Approval.* Unless otherwise specified in this Land Use Code, the respective board or commission may impose such conditions on the approval of the application as may be necessary to reduce or minimize any potential adverse impact upon other property in the area, or to carry out the general purpose and intent of the adopted Master Plan, other adopted City plans, and this Land Use Code. In such cases, any conditions attached to approvals shall be directly related to the impacts of the proposed use or development and shall be roughly proportional in both nature and extent to the anticipated impacts of the proposed use or development. No conditions of approval shall be less restrictive than the requirements of this Land Use Code, except where the Land Use Code allows deviations from the express requirements of the Land Use Code.

d. *Findings.* All decisions shall include at the least the following elements:

- i. A clear written statement of approval, approval with conditions, or denial, whichever is appropriate; and
- ii. A clear statement of the basis upon which the decision was made, including specific written findings of fact with reference to the relevant standards of this Land Use Code.

5. *Record of Proceedings.*

a. *Recording of Public Hearing.* The respective board or commission conducting the public hearing shall record the public hearing by any appropriate means. A copy of the public hearing record may be

acquired by any person upon application to the Administrator, and payment of a fee to cover the cost of duplication of the record.

b. *The Record.* The record shall consist of the following, all of which shall be kept by the City for a length of time prescribed in the City's adopted records retention schedule:

- i. All exhibits, including, without limitation, all writings, drawings, maps, charts, graphs, photographs, and other tangible items received or viewed during the proceedings;
- ii. All minutes of the proceedings; and
- iii. If available, a transcript and/or videotape recording of the proceedings.

c. *Recording of Decisions.* Once approved, and after the appeal period has expired, the decision shall be filed with the City Clerk.

6. *Amendments to Permits or Other Forms of Approval.*

a. *Minor Amendments.*

i. Unless otherwise specified in this section, minor amendments to any permit or other form of approval issued by the Administrator, the Planning Commission, or the City Council may be approved, approved with conditions, or denied administratively by the Administrator and may be authorized without additional public hearings. Such minor amendments may be authorized by the Administrator if the development approval, as so amended, continues to comply with the standards of this Land Use Code, at least to the extent of its original compliance (to preclude any greater deviation from the standards of this Land Use Code by reason of such amendments). Minor amendments shall consist of any of the following:

A. Any change to any permit or other form of approval that was originally subject only to administrative review and was approved by the Administrator, provided such change would not have disqualified the original application from administrative review had it been requested at that time; and provided, that the minor amendment does not result in an increase of more than ten percent in the amount of square footage of a land use or structure and does not result in a change in the types of uses in the project.

B. Any change to any permit or other form of approval that was originally subject to final review by and was approved by the Planning Commission; provided, that:

1. The amendment maintains the design intent or purpose of the original proposal;
2. The amendment does not change vehicular access points or increase anticipated peak hour vehicle trips by more than five percent;
3. The site area is not expanded, and gross floor area is not increased by more than five percent;

4. The amendment results in no major adverse environmental or land use impacts; and
 5. All conditions of the prior approval are met.
- b. *Major Amendments.* Amendments to any permit or other form of approval that are not determined by the Administrator to be minor amendments under Section [7-5-C](#) shall be deemed major amendments. Major amendments shall be reviewed and processed in the same manner as required for the original application for which the amendment is sought.
- c. *Lapse of Approval.* Site development review approvals shall terminate five years from the effective date of approval unless a Building Permit has been issued. The approval of the site development review may be extended for up to one year at the discretion of staff upon written notification filed with the City within the last six months before the five-year approval period has expired.
- d. *Subsequent Applications.* Following denial of an application, the respective Board or Commission shall not consider the same or substantially the same application within one year of the date of denial. The respective Board, Commission, or Administrator may waive the one-year waiting period if, after review of a written request, shows good cause. The respective Board or Commission must approve this waiver by an affirmative vote of the majority of its members.
7. *Appeals.*
- a. *Purpose.* This section sets forth the process for appealing final decisions made under this Land Use Code. Appeals of land use decisions are available at each step of review and decision-making process.
 - b. *Types of Appeals.*
 - i. *Appeals from Final Decisions by the Administrator.* An applicant party may appeal a final decision made by the Administrator in administering or interpreting this Code. All such appeals shall be heard by City Council.
 - ii. *Appeals from Final Decisions by the Planning Commission.* A applicant may appeal a final decision made by the Planning Commission to the City Council.
 - iii. *Appeals from Final Decisions by the City Council.* An applicant may appeal a final decision made by the City Council to a Colorado court of competent jurisdiction.
 - iv. *Appeals from Enforcement Actions.* Appeals from issuance of a notice of violation or stop work order shall be taken to a Colorado court of competent jurisdiction.
 - c. *Grounds for Appeal.*
 - i. The permissible grounds for appeal shall be limited to:
 - A. Failure to properly interpret and apply the relevant provisions of this Code.
 - B. Failure to conduct a fair hearing.

- C. The decision maker abused its discretion set forth in this Code;
 - D. The decision maker substantially ignored its formally established rules of procedure resulting in a denial of procedural due process; or
 - E. The decision maker based its decision on evidence which was substantially false or grossly misleading.
- d. *Notice of Appeal.* Appeals shall be made within ten (10) days of the final decision which is the subject of the appeal. All appeals shall be filed in writing with City Clerk and shall include the reasons for the appeal.
- e. *Burden of Proof.* Any final decision of the decision maker is presumed correct. The appellant bears the burden by a preponderance of the evidence that the record relied on by the decision maker does not support the decision such that it should be overturned.
- f. *Appeal Hearing.* The Administrator shall schedule a public hearing on the appeal no later than sixty (60) days after the date the appeal was filed with the City Clerk. The appeal hearing may be extended up to ninety (90) days after the filing of the appeal if agreed to by both the Administrator and the appellant. Notice of the public hearing shall be published as required for the original decision.
- g. *Decision.* Following the public hearing, the decision may, in whole or in part, be affirmed, reversed, or amended based on the appeal criteria set forth in subsection [C-7-c](#) of this section. The final decision shall be stated in writing and delivered to the appellant no later than twenty-one (21) days after the public hearing and shall include specific findings of fact with specific reference to relevant standards as set forth in this Land Use Code.
8. *Vested Rights.*
- a. *Purpose.* The purpose of this subsection [C-8](#) is to provide the procedures necessary to implement the provisions of Article [68](#) of Title [24](#), C.R.S., as amended.
 - b. *Definition.*
 - i. For purposes of Article [68](#) of Title [24](#), C.R.S., a site-specific development agreement must incorporate by reference one of the following:
 - A. A final subdivision plat approved pursuant to subsection [D](#) of this section; or
 - B. A site plan approved pursuant to subsection [D](#) of this section.
9. *Notice and Hearing.* To obtain a site-specific development agreement with vested rights, the developer must seek from the City Council approval of the project at a public hearing conducted at the request of the landowner, which hearing follows the successful approval of the development at all other required stages of the development review process. The public hearing shall be preceded by written notice of such public

hearing pursuant to subsection [C-3](#) of this section. Such notice may, at the City's option, be combined with the notice required for any other required notice.

10. *Amendments.*In the event amendments to a site-specific development agreement approved under Article [68](#) of Title [24](#), C.R.S., are proposed the notice and hearing provision of subsection [C-9](#) of this section apply.

11. *Approval.*Each final subdivision plat or site plan, or other document incorporated in the site-specific development agreement shall contain the following language: "Approval of this Plan may create a vested property right pursuant to Article [68](#) of Title [24](#), C.R.S." Failure of the final subdivision plat or site plan to contain this statement shall invalidate the creation of the vested property right. In addition, a notice describing the type and intensity of use approved, the specific parcel or parcels of property affected, and stating that a vested property right has been created, shall be published once, not more than 14 days after approval of the site-specific development agreement, in a newspaper of general circulation within the City.

12. *Duration.*A vested property right approved pursuant to this section shall last a period of three (3) years, unless otherwise agreed upon by the City and the applicant.

13. *Payment of Costs.*In addition to all fees and charges imposed by the City, the applicant for approval of a site-specific development agreement with vested rights shall pay all costs incurred by the City because of the site-specific development agreement review, including publication of notices, public hearing, and review costs.

14. *Other Provisions Unaffected.*Approval of a site-specific development agreement with vested property rights shall not constitute an exemption from, or waiver of, any other provisions of the Code pertaining to the development and use of property.

15. *Limitations.*Nothing in this section is intended to create any vested property right, but only to implement the provisions of Article [68](#) of Title [24](#), C.R.S. In the event of the repeal of said state law or a judicial determination that said law is invalid or unconstitutional, this section shall be deemed to be repealed, and the provisions hereof no longer effective.

D. *Specific Procedures and Approval Criteria*

1. *Amendments to the Official Zoning Map/Rezoning.*

a. *Purpose.*Amendments to the Official Zoning Map may be made to reflect changes in zoned district boundaries or for creation of new zone districts. Amendments to the zoning map are not intended to relieve hardships, nor to confer special privileges or rights to a person or parcel, but instead to make adjustments to the Official Zoning Map that are necessary in light of changed conditions, public policy, annexations, or that are necessary to advance the general welfare of the City.

b. *Procedure.*

i. Rezoning may be requested or initiated by the City, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. Rezoning requests shall follow the procedures outlined below.

- A. *Preapplication Conference.* Attendance at a preapplication conference is mandatory for an Applicant intending to apply for rezoning.
 - B. *Submit Application.* The Applicant shall submit a complete application on forms supplied by the City with all application fees and containing the following materials:
 1. A site plan.
 2. Other information to show compliance with subsection [D](#) of this section.
 3. A list of all property owners within 300 feet of property being proposed for rezoning.
 4. No fee or formal application is required for action initiated by the City or Planning Commission.
 - c. *Criteria for Approval.*
 - i. The amendment is consistent with the public health, safety, and welfare; and
 - A. The amendment is in substantial conformity with the Master Plan; or
 - B. The existing zoning is erroneous; or
 - C. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.
 - ii. The burden shall be on the Applicant to show that the criteria of this subsection [D-1](#) have been met. If the reviewing body determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the reviewing body determines are necessary to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the Applicant, in writing, as part of the decision.
 - d. *Protests.* Any owner of property affected by a proposed amendment to the Official Zoning Map may protest the amendment pursuant to the statutory requirements of C.R.S. § [31-23-305](#).
 - e. *Approval Actions.* The City Council shall approve a zoning map change by ordinance and the City Clerk shall prepare a new zoning map to reflect the approved changes. The new Official Zoning Map shall contain the date and number of the ordinance amending it, the date the map was amended to reflect each amendment and the initials of the person who checked and approved the change to the map.
2. *Site Development Permits.*
 - a. The purpose of this subsection [D-2](#) is to establish site development standards applicable to site permits. All development subject to this subsection shall comply with the standards of this subsection and with the City's construction standards. Site planning is required to ensure that all sites within the community are designed, arranged, and developed in a safe, consistent, and efficient manner. The arrangement of functions, uses and improvements should reflect the natural capabilities and limitations

of the site, as well as the characteristics and limitations of the adjacent property or properties. These standards are developed so every project consistently adheres to the same standards.

- b. *Site Activities Requiring Permit.* A permit is required for the following activities:
 - i. Nonresidential construction.
 - ii. New Residential construction.
 - iii. Addition to an existing residential building that increases the gross floor area by more than 25%.
 - iv. Grading, fill, or excavation involving 300 cubic yards or more per Lot.
- c. *Single-Family, Accessory Dwelling Unit, and Duplex Dwelling Units – Criteria.*
 - i. Construction for one single-family residence, duplex, or accessory dwelling unit will be reviewed through the building permit process and shall comply with provisions outlined in subsection [D-2-d](#) of this section. Proposed single-family dwelling units, duplexes, and accessory dwelling units must be reviewed and approved for site development prior to applying for a building permit.
- d. *Minimum Application Contents – Single-Family, Accessory Dwelling Unit, and Duplex Dwelling Units.*
 - i. These uses require the completion of a site development plan drawn to scale (not less than 1":40' scale) clearly detailing the location of structures and required improvements listed below:
 - A. Existing and proposed structures located on the site.
 - B. Installation of new, or repair of damaged, curb, gutter, and sidewalk along abutting streets, except in subdivisions where it is not required by current subdivision regulations.
 - C. Driveways and required off-street parking spaces, including landscaped areas, and maneuvering areas adequate to meet all applicable requirements. When six or more spaces are required, the required parking and maneuvering areas shall be paved.
 - D. Site drainage adequate to avoid damage or adverse effects to improvements, structures, and property on and off the site, including adjacent properties.
 - E. All existing and proposed landscaping, including trees, shrubs, and groundcover, subject to the minimum requirements found in Section [7-8-F](#).
 - F. Sidewalks and other provisions for pedestrians.
 - G. Above and below ground utilities.
 - H. All outdoor lighting fixtures, which shall be shielded so that the light source is not directly visible off the premises, and to meet International Dark-Sky Association standards.

- e. *Minimum Application Contents – Multifamily Dwelling Units, Lodging and Nonresidential Uses – Criteria.*
- i. These uses require the completion of a site development plan drawn to scale (not less than 1":40' scale) clearly detailing the location of structures and required improvements listed below:
- A. Existing and proposed structures located on the site.
 - B. Installation of new, or repair of damaged, curb, gutter, and sidewalk along abutting streets, except in subdivisions where it is not required by current subdivision regulations.
 - C. Required off-street parking spaces, including landscaped areas, and maneuvering areas adequate to meet all applicable requirements. When six or more spaces are required, the required parking and maneuvering areas shall be paved unless otherwise approved by the City Administrator or delegee for required maintenance or access to easement areas.
 - D. Site drainage adequate to avoid damage or adverse effects to improvements, structures, and property on and off the site, including adjacent properties.
 - E. In addition to the minimum standards contained in Section [7-8-F](#), landscaping shall meet the following requirements:
 - 1. At least 50% of the linear frontage of the site abutting public street rights-of-way to a minimum width of 15 feet shall be landscaped, except to the extent such area is or will be lawfully covered by buildings, unless the City approves an alternative plan as more effectively presenting a landscaped view from the abutting street rights-of-way; and
 - 2. Inclusive of the above frontage requirement, landscaping shall be required in at least 20% of that part of the site not covered by buildings on sites proposed for residential use and at least 10% of that part of the site not covered by buildings on sites where nonresidential uses will occupy more than 50% of the property, except for properties in the C-1 zoning district along Highway 550 between 3rd and 10th Avenues;
 - 3. Such landscaping shall consist of trees, shrubs, and ground covers, and may include up to a maximum of 20% coverage in inert materials such as decorative paving stones, lava rock, pea gravel, etc., except to the extent such area is lawfully covered by a building.
 - F. In addition, parking areas with 25 or more spaces or more than one aisle shall incorporate landscaped islands dispersed throughout the parking with areas totaling a minimum of 6% of the parking area.
 - G. Driveways, culverts, and curb cuts.
 - H. All outdoor lighting fixtures shall be shielded so that the light source is not directly visible off the premises, and to meet International Dark-Sky Association standards.
 - I. Sidewalks and other provisions for pedestrians.

- J. Trash collection and snow storage areas.
 - K. Above and below ground utilities.
- f. *Supplemental Site Development Standards for Properties on Highway Corridors.* Any property that is adjacent to the right-of-way line of Highway 550 and north of the intersection of Highway 550 with Skyrocket Creek as shown on the Official Zoning Map is also subject to Supplemental Site Development Standards listed below and must be detailed on the site plans:
- i. Exterior mechanical equipment, including electrical transformers, shall either be incorporated in the overall form or design of the building or screened from view from any street by materials consistent with the landscaping of the property, the style of the main building, any applicable Code adopted by the City in Chapter [6](#), and to protect the public health, safety, and welfare.
 - ii. Refuse collection containers and areas shall be screened from view from any street or residential area by materials consistent with the landscaping and building.
 - iii. Landscaping shall be installed and maintained to a minimum depth of 15 feet along 100% of the frontages adjacent to U.S. Highway 550, excluding driveways and sidewalks.
 - iv. Landscaping shall be installed and maintained to a minimum depth of 15 feet along a minimum of 25% of the secondary street frontages, excluding driveways and sidewalks.
 - v. The regulations of this subsection [D-2-f](#) shall apply to the entire building, lot, parcel or contiguous lots or parcels which constitute a single site, when any part thereof is contiguous to the right-of-way of U. S. Highway 550 or secondary street segments described above.
- g. *Excavation, Fill or Grading Involving 300 Cubic Yards or More per Parcel.*
- i. These excavations require the submission of items listed below:
 - A. A site development plan drawn to scale (not less than 1":40' scale) clearly detailing the nature and extent of the proposed excavation, fill or grading, including finished slopes, retainage, and drainage details;
 - B. Details of estimated quantities and type of material export or import. This requirement may require an engineer's estimate if deemed necessary in the development standards or by staff;
 - C. Details on excavation plans showing access routes and types of equipment to be utilized, hours of operation, and any anticipated impact to City streets;
 - D. Engineered plans for structural retainage features;
 - E. Evidence of a storm water retention plan and permit, or other State or Federal requirement, if applicable and required by staff;

- F. Details on seeding, revegetation, and erosion control plans;
- G. The rezoning is consistent with the stated purpose of the proposed zoning district(s);
- H. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
- I. The rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated; and
- J. The rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract.

3. *Conditional Uses.*

a. *Purpose.* Conditional uses are those land uses that are generally compatible with the permitted uses in a zone district, but that require site-specific review of their location, design, intensity, density, configuration, and operating characteristics, and that may require the imposition of appropriate conditions, in order to ensure compatibility of the use at a particular location and mitigate its potentially adverse impacts.

b. *Procedure.* An Applicant requesting conditional use approval shall follow the procedures outlined below:

i. *Preapplication conference.* Attendance at a preapplication conference is mandatory for an Applicant intending to apply for conditional use permit.

ii. *Submit Application.* The Applicant shall submit a complete application on forms supplied by the City with all application fees and containing the following materials:

- A. A site plan;
- B. Other information to show compliance with the zoning district in which the conditional use is being proposed;
- C. List of property owners within 300 feet of the property which is the subject of the application; and
- D. Proof of mailing to property owners as required by subsection [C-3](#) of this section.

c. *Criteria for Approval.* The Planning Commission may approve, approve with conditions, or deny the application. Conditional uses for the various zoning districts shall be permitted only if the Planning Commission determines, following a public hearing, that the following criteria are met with respect to the type of use requested by the Applicant:

- i. The use will not be contrary to the public health, safety, or welfare;
- ii. The use is consistent with the purposes, goals, objectives, and standards of the City's Master Plan;
- iii. The use complies with all other applicable requirements of the zone district in which it is proposed to be located;
- iv. The location, size, design, and operating characteristics of the proposed conditional use minimizes adverse effects, including visual impacts, impact on pedestrian and vehicular circulation, parking, trash, service delivery, noise, light, vibrations, and odor on surrounding properties;
- v. The use is compatible with existing uses in the area and other allowed uses in the zoning district;
- vi. The use is consistent with the purpose of the zoning district in which it is proposed to be located; and
- vii. The use will not have an adverse effect upon other property values or the use of adjacent properties.

The burden shall be on the Applicant to show that these criteria have been met. If the Planning Commission determines that such criteria have not been met, the application shall be denied. The application may be approved upon conditions or limitations that the Planning Commission determines are necessary in order to ensure that the applicable criteria are met.

d. *Issuance and Termination of the Permit.*

- i. If the Planning Commission approves or approves with conditions the application for the conditional use, City Staff shall issue a conditional use permit. If applicable, the conditional use permit shall include all conditions on the permit approved by the Planning Commission.
- ii. A conditional use permit shall automatically terminate upon a change in the permittee or majority change in the ownership of a permittee if the permittee is an entity. No conditional use permits, including those permits issued prior to the adoption of this Code, shall terminate upon conveyance of the property unless the permittee also changes as described in this subsection. If the conditional use is discontinued for 12 consecutive months, the permit shall terminate immediately.
- iii. If the terms of a conditional use permit are violated by the holder of the permit, upon a referral from City Staff, Planning Commission shall hold a public hearing on the alleged violation. The public hearing shall be held in conformity with the public hearing provisions of this section.

4. *Variances.*

- a. *Purpose.* Variances are deviations from the dimensional requirements, design or performance standards and other provisions of the OLUC, not related to use of the property, that would not be

contrary to public interest when, owing to special circumstances or conditions, the literal enforcement of the provisions of this chapter would result in undue and unnecessary hardship. Variances shall only be granted in accordance with the terms of this subsection [D-4](#).

b. *Procedure.* An Applicant requesting variance approval shall follow the procedures outlined below:

i. *Preapplication Conference.* Attendance at a preapplication conference is mandatory for an Applicant intending to apply for variance in the application.

ii. *Submit Application.* The Applicant shall submit a complete application on forms supplied by the City with all application fees and containing the following materials:

A. A site plan; and

B. Other information to show compliance with subsection [D-4-c](#) of this section.

c. *Criteria for Approval.* The Planning Commission may approve, approve with conditions, or deny the application, continue the public hearing, or remand it to the Applicant with instructions for modification or additional information or action. Planning commission may approve a variance if it finds that all the following criteria are met:

i. The grant of variance will be generally consistent with the purposes, goals, objectives and policies of the City's Master Plan and the OLC;

ii. The grant of variance is the minimum variance that will make possible the reasonable use of the parcel, building or structure; and

iii. Literal interpretation and enforcement of the terms and provisions of the OLC would deprive the Applicant of rights commonly enjoyed by other parcels in the same zoning district and would cause the Applicant unnecessary hardship, as distinguished from mere inconvenience. In determining whether an Applicant's rights would be deprived, the Planning Commission shall consider whether either of the following conditions apply:

A. There are special conditions and circumstances that are unique to the parcel, building or structure, that are not applicable to other parcels, structures, or buildings in the same zone district and that do not result from the actions of the Applicant; or

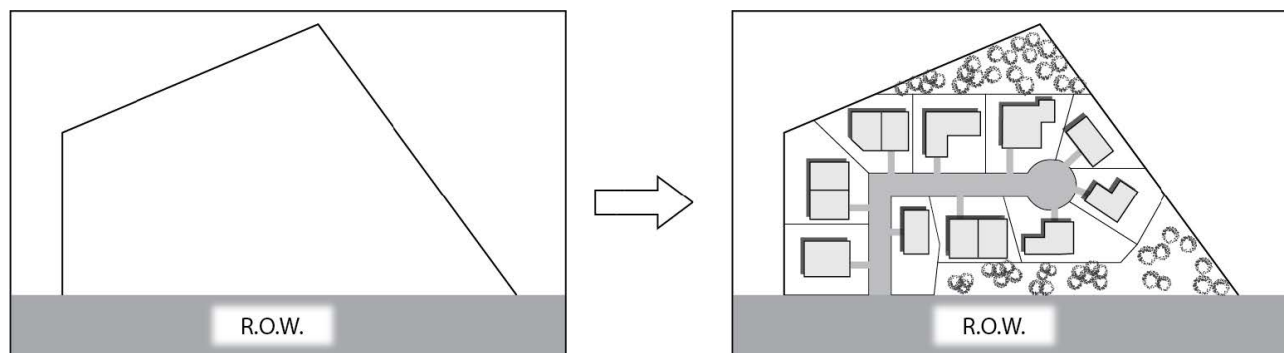
B. Granting the variance will not confer upon the Applicant any special privilege denied by the City's Master Plan and the terms of the OLC to other parcels, buildings, or structures in the same zone district.

d. *Issuance, Voting, Expiration and Extension of Variances.* The burden shall be on the Applicant to show that these criteria have been met. If the Planning Commission determines that such criteria have not been met, the application shall be denied. The application may be approved upon conditions or limitations which the board determines are necessary in order to ensure that the applicable criteria are

met. Such conditions or limitations shall be provided to the Applicant and interested parties, in writing, as part of the decision.

- i. No variance shall be granted with less than four (4) concurring votes of the Planning Commission.
- ii. The Planning Commission shall announce its decision within 35 days of the completion of the hearing. Any decision on a variance application shall be in writing by Resolution. The decision of the board with respect to an application for a variance shall be final, subject only to review by certiorari in the courts. The City shall also have the right to appeal any such decision to the courts. Upon the filing of an appeal or request for review in the courts, the City shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the applicant filing such appeal, or such review shall pay the City the reasonable cost incurred in producing such transcript, unless such applicant has a transcript produced by a court reporter at his expense.
- iii. *Expiration and Extension of Variances.*
 - A. *Expiration.* All variances shall expire 12 months from the date of issuance if no building permit has been issued to establish the variation authorized, or if the variation does not require a building permit, unless the variation is established, ongoing, and in operation. Such time period shall not be altered by transfer of ownership.
 - B. *Extension.* Upon written request, the Planning Commission may grant an extension of the variance for a period not to exceed 6 months for good cause shown. No request for an extension shall be considered unless a written application requesting the extension is submitted to the City Administrator or delegee prior to the date the variance is to expire. Failure to apply for an extension within the time limits established in this section shall render the variance null and void. In considering an extension to a previously approved variance, the City Administrator or delegee shall consider if any changes have been made to the character of the variance application and resulting criteria for decision. If no changes have been made and the variance extension request was filed before expiration, the City Administrator or delegee shall issue an extension not to exceed 6 months for good cause shown.

5. *Subdivisions.*



- a. *Purpose.* Subdivision development regulations are essential for orderly and controlled development within, and adjoining, the City of Ouray. These regulations ensure development is consistent with community plans and constructed to established and required standards. These standards also ensure quality, safety and the overall welfare of property owners, and citizens or customers who use or frequent these developments. Quality development should benefit everyone.
- b. *General Provisions.*
- i. *Control.*
- A. All development plans or proposals shall be subject to the provisions of these regulations, whether a plat is filed or not.
- B. All final plats required by this subsection [D-5](#) shall be filed and recorded following approval by City Council and after any conditions have been met.
- ii. *Jurisdiction.*
- A. These regulations are applicable within the following areas:
1. All land located within the legal corporate boundaries of the City of Ouray.
2. Where applicable, any quasi-municipal corporation located partially or entirely within its boundaries pursuant to Section [18\(2\)\(a\)](#) and [2\(b\)](#) of Article [XIV](#) of the Colorado Constitution.
- iii. *Liability.* These regulations shall not create any liability on the part of the City or any officer or employee thereof arising from reliance upon these regulations or any administrative act or failure to act pursuant to these regulations.
- iv. *Applicability.* These regulations also apply to Planned Unit Developments which may be considered and processed in accordance with subsection [D-5-j](#) of this section.
- v. *General Procedures.* The procedures of this subsection, Development Review Procedures subsection [C](#) of this section, and the standards in Section [7-9](#), Subdivision Design and Improvements, shall apply to all subdivisions that result in the portioning, dividing, combining, or altering of any lot, parcel, or tract of land, including subdivisions created by an exercise of the power of eminent domain by an agency of the State or City, unless specifically excluded by state law.
- c. *Sketch Plan.*
- i. *Purpose.* The sketch plan is an optional step to consider general conformity with the Master Plan, Codes and Standards and these regulations. It allows for an evaluation of a proposed subdivision before detailed planning and engineering work has been undertaken and before substantial expenses have been incurred.

- ii. *Approval Criteria.* The Planning Commission shall review the Sketch Plan to determine its general acceptability, consistence with the City Standards and will consider the following minimum criteria:
 - A. Conformity with the Master Plan and zoning regulations.
 - B. Relationship of development to topography, soils, drainage, flooding potential, natural hazard areas and other physical characteristics.
 - C. Availability of water, means of sewage collection and treatment, access and other utilities and services.
 - D. Compatibility with the environment, vegetation, and unique natural features.
 - E. Compatibility with the architectural history.
 - iii. As part of the Sketch Plan approval, the Planning Commission may recommend waiving the preliminary plat requirement for subdivisions if the development does not require public improvements or other critical and necessary improvements. The City Council will consider the Planning Commission's recommendation within thirty (30) days and determine whether a waiver of preliminary plat requirements is warranted.
- d. *Preliminary Plat.*
- i. The City may have the preliminary plat and supporting documentation and reports reviewed by registered professionals for conformance with City Standards and regulations. Fees associated with these reviews must be paid by the applicant. Additional review time may be required in these cases.
 - ii. The preliminary plat and supporting documentation consider during the review and approval process must be stamped "approved" accordingly or identified as approved documentation. All revised plans must also be included and plans or reports with professional stamps or approvals must also be identified as approved documentation.
 - iii. *Decision Criteria.*
 - A. Conformity with the Master Plan and zoning regulations.
 - B. Relationship of development to topography, soils, drainage, flooding potential, natural hazard areas and other physical characteristics.
 - C. Availability of water, means of sewage collection and treatment, access and other utilities and services.
 - D. Compatibility with the environment, vegetation, and unique natural features.
 - E. Compatibility with the architectural history.
 - F. Compliance with all subdivision design criteria in the code.

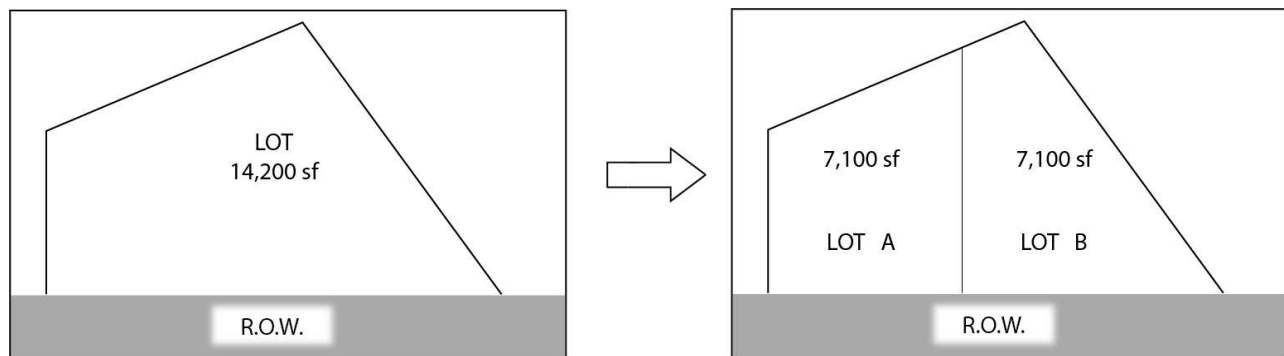
- G. Compliance with all standards of the applicable zoning district.
 - iv. After approval of the preliminary plat and prior to commencement of construction, the applicant and City public works staff shall cooperatively schedule a preconstruction meeting and invite all affected utility companies' representatives to said meeting. The applicant is responsible for ensuring contractor(s) and associate employees/staff attend said meeting.
 - v. After the preconstruction meeting, and upon submittal and approval of completed submittals and required fees and payment described above, the City shall then issue a notice to proceed, and the applicant may commence construction of subdivision improvements.
 - vi. Building permits may be issued for any property within the development that has been considered and approved during the preliminary plat review process, and that has adequate infrastructure installed to serve the building during the construction phase. The building permit applicant must be the property owner of record. No certificate of occupancy shall be issued until a final plat is approved and recorded.
- e. *Final Plat.*
- i. Following the preliminary plat review and approval, the applicant shall submit a final plat containing the information specified in subsection [D-5-d](#) of this section.
 - ii. *Decision Criteria.*
 - A. Compliance with all subdivision design criteria in the code.
 - B. Compliance with all plat standards.
 - C. Compliance with all applicable conditions of preliminary plat approval. The applicant may seek a waiver of a condition from City Council prior to the final plat being considered by Planning Commission.
 - iii. The final plat shall be submitted within one (1) year after approval of the preliminary plat; otherwise, the preliminary plat approval shall become null and void unless an extension of time is applied for and granted prior to the expiration of the preliminary plat. No final plat shall be approved if submitted beyond two (2) years of approval of a related preliminary plat, except if a phased final plat as described in subsection [D-5-e-iv](#) of this section.
 - iv. The applicant may seek final plat approval for a portion of the approved preliminary plat. Submittal and approval of each phase of a final plat will result in a one (1) year extension for the applicant to seek final plat approval of the remaining approved preliminary plat. However, the last phase of final plat approval must be submitted no later than five (5) years after the approval of the preliminary plat. Such an extension does not require approval by Planning Commission.

v. The administrator shall consider the final plat and supporting documentation within 30 days of a complete submittal. The final plat should not be signed by City Staff or recorded until all conditions are satisfied, except if the conditions are part of a Subdivision Improvements Agreement.

vi. No final plat shall be approved until all the improvements required by these subdivision regulations have been installed, inspected, and approved, or a subdivision improvements agreement with security has been provided in accordance with provisions of Section [7-9-E](#). The final plat shall be recorded with the County Clerk and Recorder, following approval by City administration. The recorded final plat shall be the original plat complete with all signatures, dates, and other information. An electronic copy of the recorded plat shall be supplied to the City. All recording and filing costs are to be paid by the applicant.

vii. No land shall be subdivided, nor any subdivided lot or parcel be sold or conveyed, until a final plat has been approved and recorded in accordance with this subsection [D-5-e](#).

f. *Lot Splits.*



i. A lot previously created by a subdivision plat which has been approved and accepted by the City, and recorded in the Ouray County Records, may be subdivided into no more than two lots if the criteria in this subsection [D-5-f](#) is fulfilled and City approval is granted.

ii. The following may apply for an allowable lot split:

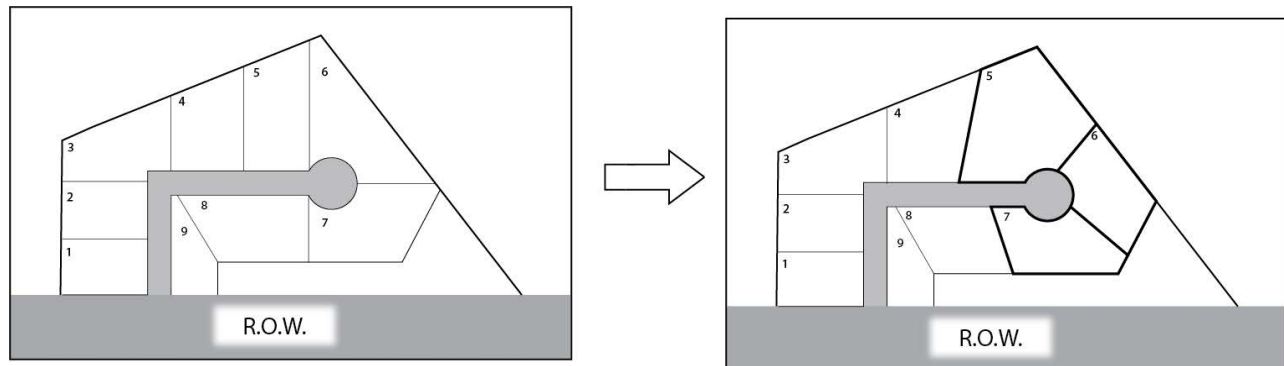
A. Any parcels created by the split, whether consisting of separately described lots, or parts of lots, shall comply with the minimum design standards of these regulations for lots, and with the applicable dimensional requirements of the City Zoning Regulations. The deed or other instrument creating the split shall reserve and be subject to existing easements.

B. A property owner or representative seeking to split a lot by deed or other instrument, shall submit an application in conformance with all procedures of this code.

C. City staff may require an improvements survey to be submitted if necessary to determine if the criteria of this subsection have been met prior to consideration by the City administration.

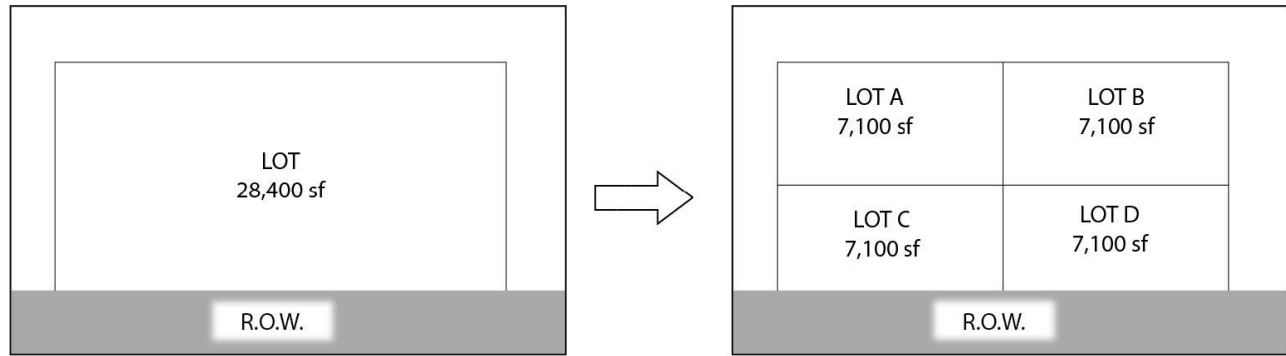
D. The lot split shall be recorded with the County Clerk and Recorder, following approval by the City. An electronic copy of the recorded plat shall be supplied to the City. All recording and filing costs are to be paid by the property owner or representative.

g. *Replat/Boundary Adjustments/Lot Consolidation.*

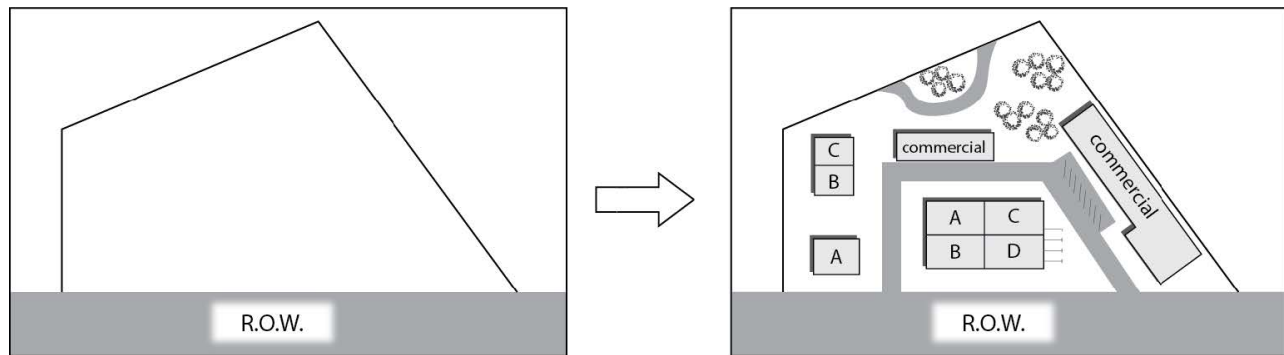


- i. Replats which reduce the number of separately described contiguous parcels or move a boundary line may be approved and recorded pursuant to this subsection [D-5-g](#) in lieu of other procedures for subdivisions provided in these regulations.
- ii. *Application and Procedure.* No preapplication conference is required. An application and submittal requirements may be obtained from the Community Development Department. Replats are reviewed and decided administratively. Administrative decisions may be appealed to the Planning Commission per subsection [C-7](#) of this section.
- iii. Staff will review the application and submitted items notifying the applicant of completeness within 15 days of submittal.
- iv. All decisions on replats shall be made within 30 calendar days of a determination of application completeness. Any period during which the applicant has been requested by the City to correct plans, perform required studies, provide additional required information, or otherwise requires the applicant to act shall be excluded from the 30-day time period. The period shall be calculated from the date the City notifies the applicant of the need for additional information until the date all the requested information has been provided to the City.
- v. *Decision Criteria.*
 - A. None of the lots affected will be made substandard with respect to the requirements for lot size and dimensions, as required under the respective zoning district, as part of the Ouray Municipal Code. An existing lot, or parts of an existing lot, may be consolidated into the adjoining lots providing no substandard lot is created; and
 - B. No existing building or structure is made substandard or nonconforming; and

- C. Existing easements are not jeopardized or rendered impractical to serve their intended purpose; and
 - D. The lots being adjusted are considered buildable lots that can accommodate a legal structure under the zoning standards in place at the time of application.
- vi. *Recording.* Following approval by City administration, the replat shall be recorded with the County Clerk and Recorder. No plat shall be recorded or signed by City staff until all conditions associated with approval have been satisfied. An electronic copy of the recorded plat shall be supplied to the City. All recording and filing costs are to be paid by the property owner or representative.
- h. *Amended Plat.*
- i. Amended subdivision plats previously approved by the City, or parts of such plats, may be approved and recorded in accordance with the provisions of this subsection [D-5-h](#) in lieu of other procedures provided for subdivisions by these regulations.
 - ii. *Decision Criteria.*
 - A. Amendments shall conform to the requirements for final plats subsection [D-5-e](#) of this section; and
 - B. Minimum design standards and dimensional requirements shall be met; and
 - C. Existing easements and/or public improvements are not jeopardized or rendered impractical to serve their intended purpose; and
 - D. All conditions of approval for the previous plat are complied with unless specifically brought out and modified with the amendment.
 - iii. *Recording.* Following approval by the City, the amended plat shall be recorded with the County Clerk and Recorder. No plat shall be recorded or signed by City staff until all conditions associated with approval have been satisfied. An electronic copy of the recorded plat shall be supplied to the City. All recording and filing costs are to be paid by the property owner or representative.
- i. *Minor Subdivisions.*



- i. Subdivisions resulting in four or fewer new lots, which have available all required improvements and comply with the design standards of Section [7-9-C](#), shall be exempt from the requirements for a preliminary plat, unless otherwise required by the Planning Commission.
- ii. *Decision Criteria.*
 - A. Conformity with the Master Plan and zoning regulations.
 - B. Relationship of development to topography, soils, drainage, flooding potential, natural hazard areas and other physical characteristics.
 - C. Availability of water, means of sewage collection and treatment, access and other utilities and services.
 - D. Compatibility with the environment, vegetation, and unique natural features.
 - E. Compatibility with the architectural history.
 - F. Compliance with all subdivision design criteria in the code.
 - G. Compliance with all standards of the applicable zoning district.
- iii. The plat shall be recorded with the County Clerk and Recorder, following approval by the City. An electronic copy of the recorded plat shall be supplied to the City. All recording and filing costs are to be paid by the property owner or representative.
- j. *Planned Unit Developments – Major.*



i. *Statement of Objectives of Development.* The intent of this subsection is to promote the Planned Unit Development Act of 1972 and encourage innovative developments with unique and valued community attributes. PUDs allow for consideration of development proposals that differ from required development improvements identified in the OLUC. PUDs offer different options to the applicant when planning and obtaining City approval for their development. PUDs allow flexibility with respect to dimensional requirements and increased densities under certain conditions or circumstances. PUDs encourage conservation of a site's natural characteristics, innovative residential, commercial and industrial development plans which will result in a more efficient use of open space and provide affordable housing for year-round residents.

ii. *Criteria for a Planned Unit Development (PUD).*

- A. A PUD shall be in general conformity with the City's Master Plan and consistent with the objectives as stated in subsection [D-5-j-i](#) of this section.
- B. Compliance with the Colorado Planned Unit Development Act of 1972.
- C. A PUD shall have a minimum of 1 unit or lot.

iii. *Permitted Uses.*

- A. Recreational Facilities and "permitted" and "conditional uses" in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
- B. Residences may be clustered into duplexes or multifamily residences.

iv. *Dimensional Requirements and Densities.*

- A. The dimensional requirements for various PUD items may differ from what is required in the OLUC if the Planning Commission determines that such deviations will promote the public health, safety and welfare.
- B. Residential PUDs may have additional residential units for each acre in the PUD, above what would be allowed otherwise in the zoning district or districts involved.

v. *Procedures.*

- A. Planned Unit Developments (PUD) shall be reviewed in accordance with the same procedures for review of subdivisions as found in subsection [D-5](#) of this section.
- B. The preliminary and final PUD plan shall comply with all requirements for a preliminary and final subdivision plat, to the extent applicable.
- C. A public notice of the hearing on the preliminary planned development plan and any substantial amendments thereto shall be given by publishing a notice and posting a notice on the property in accordance with noticing procedures outlined in subsection [C](#) of this section.
- D. *Required Improvements and Standards.*
 - 1. PUD plans shall comply with design standards in Section [7-9-C](#) and provide construction improvements as required for subdivisions in Section [7-9-E](#), unless granted otherwise by the Planning Commission.
 - 2. PUD development improvement agreements and required securities must comply with Section [7-9-E](#).
- k. *Planned Unit Developments – Minor.*
 - i. A minor Planned Unit Development shall be any proposed planned unit development proposed for four or fewer residential dwelling units or lots.
 - ii. *Criteria for a Minor Planned Unit Development (PUD).*
 - A. A Minor PUD shall be in general conformity with the City's Master Plan and consistent with the objectives as stated in subsection [D-5-k-i](#) of this section for Planned Unit Developments – Major.
 - B. Compliance with the Colorado Planned Unit Development Act of 1972.
 - C. A PUD shall have a minimum of 1 unit or lot.
 - iii. *Permitted Uses.*
 - A. Recreational Facilities and “permitted” and “conditional uses” in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
 - B. Residences may be clustered into duplexes or multifamily residences.
 - iv. *Dimensional Requirements and Densities.*
 - A. The dimensional requirements for various PUD items may differ from what is required in the OLUC if the Planning Commission determines that such deviations will promote the public health, safety and welfare.

B. Residential PUDs may have additional residential units for each acre in the PUD, above what would be allowed otherwise in the zoning district or districts involved.

v. *Procedures.*

A. Minor Planned Unit Developments (PUD) shall be reviewed in accordance with the same procedures for review of minor subdivisions as found in subsection [D-5-i](#) of this section.

B. The minor PUD plan shall comply with all requirements for a preliminary and final subdivision plat, to the extent applicable.

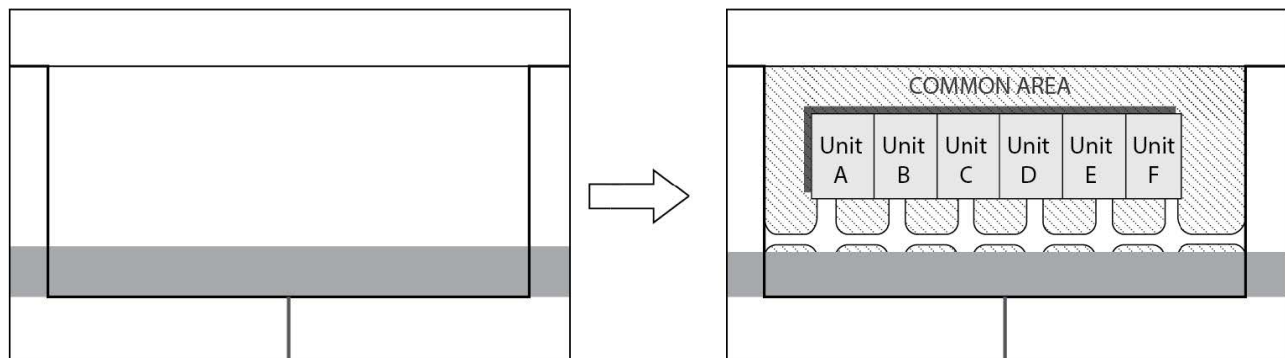
C. A public notice of the hearing on the minor planned development plan and any substantial amendments thereto shall be given by publishing a notice and posting a notice on the property in accordance with noticing procedures outlined in subsection [C-3](#) of this section.

D. *Required Improvements and Standards.*

1. PUD plans shall comply with design standards in Section [7-9-C](#) and provide construction improvements as required for subdivisions in Section [7-9-E](#), unless granted otherwise by the Planning Commission.

2. PUD development improvement agreements and required securities must comply with Section [7-9-E](#).

6. *Condominium Subdivision.*



a. *Purpose.* Where a proposed development is to include a condominium form of ownership or if an existing development is to be converted to a condominium form of ownership, in whole or in part, an application shall be submitted for review and approval as a subdivision pursuant to subsection [D-5](#) of this section and pursuant to the additional terms and provisions of this section.

b. *Condominium Documents.* Prior to review by the Planning Commission of any plat, the owner of the property being dedicated shall fully execute and cause to be properly acknowledged a declaration prepared in compliance with the purpose, intent and requirements of the Colorado Common Interest Ownership Act. The declaration shall also contain the following:

- i. A provision for the ultimate obligation by the condominium association to pay all water and sewer charges for all individual units within the project, and any common element charges in accordance with the rules and regulations of this Code.
- ii. A clear definition and description of the rights, duties and liabilities of all unit owners with respect to the general common elements and the limited common elements.
- iii. In the event the condominium project is expandable, appropriate provisions relating to the phasing of the project, along with the identification, by legal description, of the property onto which the project will be expanded, identification of the total maximum number of units which could be constructed within the entire expanded project, and identification of the interest each unit owner will have, by percentages, after any expansion.
- iv. A provision that, in the event any unit is owned by more than one (1) person or by a partnership, joint venture, corporation or other such entity, the owners thereof shall designate, in writing to the association, the name and address of the agent of the owner to whom all legal or official assessments, liens, levies or other such notices may be properly and lawfully mailed, and that, upon failure to so designate an agent, the association shall be deemed to be the agent for receipt of notices to such owners. (Source: Ordinance No. 16, 2023; Ordinance No. 11, 2023)

The Ouray Municipal Code is current through Ordinance 4, 2024, passed May 20, 2024.

Disclaimer: The City Clerk's office has the official version of the Ouray Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofouray.com](http://www.cityofouray.com)

[Hosted by General Code.](#)

**CITY OF OURAY
ORDINANCE NO. 15 (SERIES 2023)**

**AN ORDINANCE OF THE CITY OF OURAY ADOPTING THE NEW
OFFICIAL ZONING MAP TO DEPICT NEW OVERLAY
DISTRICTS BY REPEALING AND REPLACING SECTION 7-6-D-1
OF THE OURAY MUNICIPAL CODE.**

WHEREAS, the City Council adopted a new land use code to make building in the City of Ouray easier and adopted overlay districts such that the Official Zoning Map must be amended to reflect the new overlay districts.

WHEREAS, the new Official Zoning Map has no zone changes to any parcels within the City of Ouray limits and is being adopted to reflect the new overlay districts adopted by the City Council.

WHEREAS, the adoption of this Official Zoning Map of 2023 of the City of Ouray is necessary to preserve the public health, safety, and welfare.

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

SECTION 1: ADOPTION OF THE OFFICIAL ZONING MAP OF 2023

The official Zoning Map of 2023 of the City of Ouray, attached to this Ordinance as Exhibit A, is hereby adopted by reference. All previous versions of the Official Zoning Map have been repealed.

SECTION 2. AMENDMENTS TO THE CODE

Section 7-6-D-1 is repealed and replaced as follows:

1. The boundaries of the districts set out in this Section are shown on the Official Zoning Map of 2023 of the City of Ouray, as adopted by Ordinance No. 15 (SERIES 2023), as may be amended from time to time and is made part of this Code.

SECTION 3: EFFECTIVE DATE

The provisions of this Ordinance shall become effective January 20, 2024.

SECTION 4: SEVERABILITY

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council this 4th day of December 2023.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this 18th day of December.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 15 (Series 2023) was introduced, read, and passed by the Ouray City Council on first reading on _____, 2023. Said Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2023, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2023, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

Ouray Zoning Map

City of Ouray, Colorado

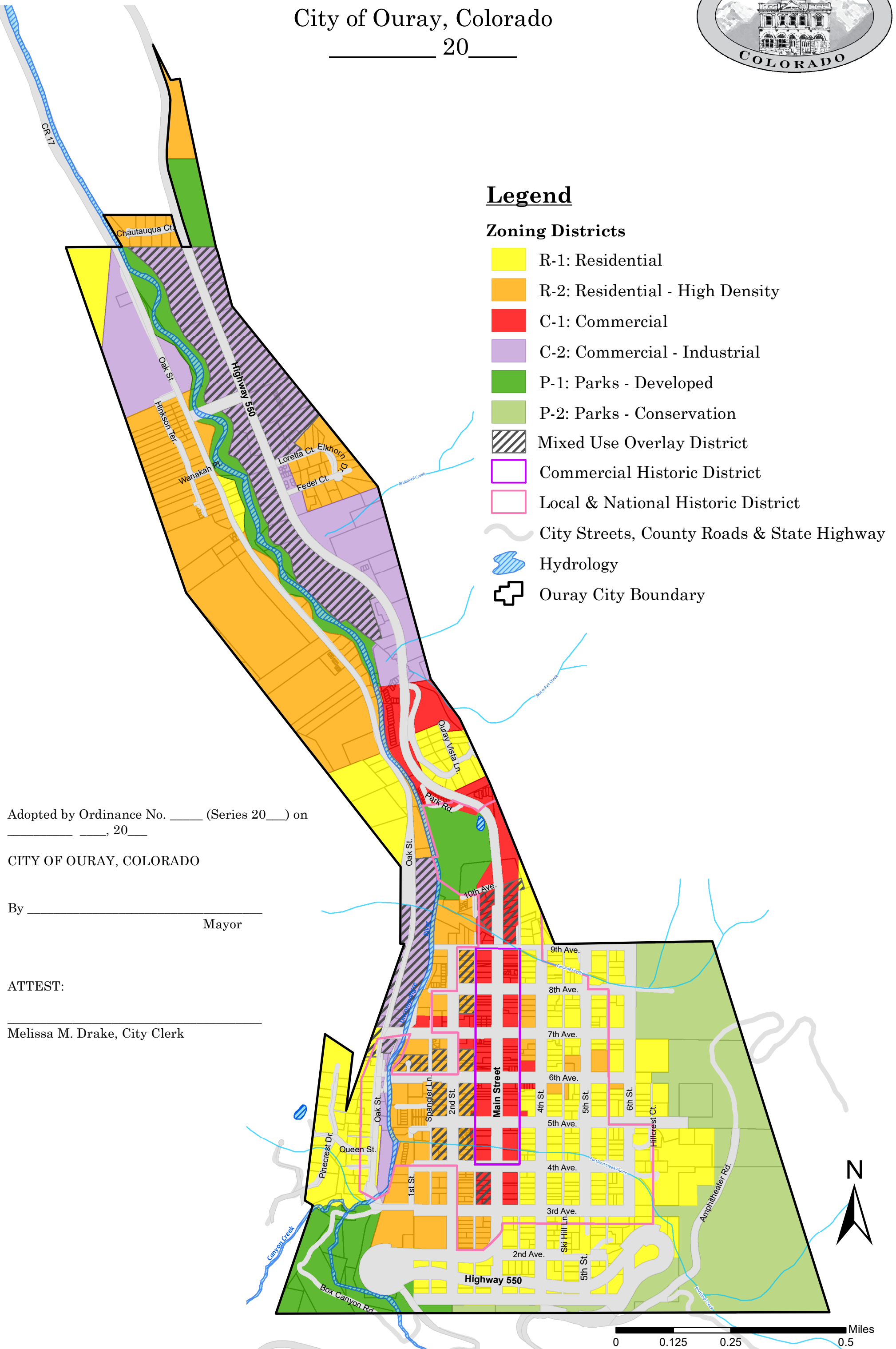
20



Legend

Zoning Districts

- R-1: Residential
- R-2: Residential - High Density
- C-1: Commercial
- C-2: Commercial - Industrial
- P-1: Parks - Developed
- P-2: Parks - Conservation
- Mixed Use Overlay District
- Commercial Historic District
- Local & National Historic District
- City Streets, County Roads & State Highway
- Hydrology
- Ouray City Boundary



Adopted by Ordinance No. _____ (Series 20____) on _____, 20____

CITY OF OURAY, COLORADO

By _____ Mayor

ATTEST:

Melissa M. Drake, City Clerk

