



TOWN OF WIGGINS

PLANNING & ZONING COMMISSION MEETING
September 13, 2022 AT 7:00 P.M.

304 CENTRAL AVENUE
WIGGINS, CO 80654

NOTE: DUE TO THE LIMITED SEATING CAPACITY, THE PUBLIC IS HIGHLY ENCOURAGED TO ATTEND THE MEETING VIA ZOOM

Use the following link <https://us06web.zoom.us/j/89282044351> for the meeting.

MEETING AGENDA

I. INTRODUCTIONS

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Introduction of New Commissioner
4. Roll Call
5. Approval of the Agenda

II. APPROVAL OF MINUTES

1. Approval of the Minutes from the meeting held on July 12, 2022

III. PUBLIC HEARING (Public Comment will be taken during the hearing)

1. Public Hearing and Consideration of a Special Use Review for Summit Baptist Church
 - a. P&Z Resolution 05-2022: A Resolution Recommending Approval of a Special Use Review for Summit Baptist Church to Establish an Early Childhood Development Center at 401 Second Avenue
2. Public Hearing and Consideration of a Special Use Review for Our Lady of Lourdes Catholic Church
 - a. P&Z Resolution 06-0022: A Resolution Recommending Approval of a Special Use Review for Our Lady of Lourdes Catholic Church for the Construction of a Fellowship Hall Located at 502 Main Street
3. Public Hearing and Consideration of a Special Use Review for the Wiggins Rural Fire District
 - a. P&Z Resolution 07-2022: A Resolution Recommending Approval of a Special Use Review for the Wiggins Rural Fire District for the Use of a Conex Box located at 701 Central Avenue
4. Public Hearing and Consideration of a Special Use Review for Brady Powers and Robin Sewing
 - a. P&Z Resolution 08-2022: A Resolution Recommending Approval of a Special Use Review for Brandd RV Park for a RV/Boat Storage and a RV Park (campground) located in the Walton and Thomas Minor Subdivisions

IV. ADJOURNMENT:

1. Closing Remarks by Chairman and/or Commissioners, and Adjournment of the Meeting.



MINUTES OF MEETING

TOWN OF WIGGINS PLANNING AND ZONING COMMISSION July 12, 2022 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A regular meeting of the Planning and Zoning Commission for the Town of Wiggins, Colorado was held on Tuesday, July 12, 2022 in person. Commissioner Jeff Palmer called the meeting to order at 7:11 p.m. The following Commissioners answered roll call: Commissioners Jeff Palmer, Stan Baumgartner, Jerry Avey, and Jim Musgrave. Jo Ann Rohn-Cook, absent. Staff present was Planning and Zoning Administrator, Hope Becker.

APPROVAL OF AGENDA

Motion was made by Commissioner Stan Baumgartner to approve the agenda as written. Second was made by Jim Musgrave. Roll Call: Unanimously approved.

APPOINTMENT OF PLANNING AND ZONING COMMISSION CHAIRPERSON

Hope explained that she received an email with a resignation letter from JoAnn Rohn-Cook to resign from the Planning and Zoning Commissioner Board due to health reason effectively immediately. Hope informed the Commissioners that staff would be actively seeking new applicants for the Board of Trustees to review and appoint a replacement for JoAnn's seat on the Planning and Zoning Commissioners' board. She also encouraged the Commissioners and the general public that if they knew of anyone interested that they could find the application on the Town's website.

Hope further explained to the Commissioners that although the Board of Trustees appointed each of them to the Board, the Planning and Zoning Commission needed to vote who their chairperson would be.

Motion was made by Commissioner Stan Baumgartner to appoint Commissioner Jeff Palmer as the Chairperson. Second was made by Commissioner Jim Musgrave. Roll Call: Jerry Avey, Yes; Stan Baumgartner, Yes; Jeff Palmer, Abstain; Jim Musgrave, Yes. Motion approved.

APPROVAL OF MINUTES FROM March 8, 2022

Motion was made by Commissioner Jim Musgrave to approve the minutes from March 8, 2022 with a correction to the year indicated on the date below the title. Second was made by Commissioner Stan Baumgartner. Roll Call: Unanimously approved.

PUBLIC HEARING – CONSIDERATION OF A SECOND REPLAT FOR ROBERTS 81 SUBDIVISION

The Public Hearing was opened at 7:31 pm by Chairman Jeff Palmer.

Planning and Zoning Administrator Hope Becker provided the staff report and information to the Commissioners regarding the application for the Roberts 81 Second Replat. The applicant

would like to divide tract 2 & tract 3 into 10 lots. The Land Development Code dictates that the application is reviewed by the Planning & Zoning Commissioners and final approved by the Board of Trustees. Hope went over the criteria listed in the Land Development Code and the Comprehensive Plan that the Commissioners must use when determining a subdivision replat application. The applicant was reported as having met the requirements of both planning tools.

Steve Klecka, the applicant and representative for Roberts 81, attended the meeting in person. Melissa Kendrick was also in attendance and Dan Giroux attended via Zoom. Both individuals represent Roberts 81 and assist with development and engineering aspects. The desire to create additional lots is in hopes to lure more prospective buyers with a plat that shows more development than just massive lots. The applicant and his representatives answered additional questions from the Commissioners pertaining to stormwater drainage studies, sewer lift station capacity, and aspirations for future development.

The Public Comment was opened at 7:43 pm. No comments were received from the board room or Zoom audience. The Public Comment section of the hearing was closed at 7:44pm.

The Commissioners deliberated regarding the Roberts 81 Subdivision Second Re-plat application. Commissioner Jerry Avey asked his fellow Commissioners for their thoughts and concerns. All Commissioners were in agreement that the new replat was heading in the right direction for new commercial and industrial possibilities.

CONSIDERATION OF PLANNING AND ZONING RESOLUTION 04-2022: A Resolution Recommending Approval of the Roberts 81 Second Replat.

Motion was made by Commissioner Jim Musgrave to adopt P&Z Resolution 04-2022 – A Resolution Recommending Approval of the Roberts 81 Second Replat. Seconded by Commissioner Stan Baumgartner. Roll Call: Unanimously approved.

ADJOURNMENT

Staff Member, Hope Becker, announced to the Commissioners that the Request for Proposal for the new Comprehensive Plan and Three Mile Plan went out this week. The Town will be accepting proposals until July 25th at which time they would go through a review and acceptance to start the upcoming project. Hope indicated that this was the first step necessary to give the Town of Wiggins direction on how and where development should be created. Once the Comprehensive Plan and Three Mile Plan were revised, the Commissioners could then focus on the Land Development Code revisions.

Chairman Jeff Palmer, upon receiving no further comments or concerns from the Commissioners, adjourned the meeting at 7:57 pm.

Respectfully submitted:



Deborah Lee, Town Clerk



STAFF REPORT

Planning and Zoning Commission
September 13, 2022

DATE: September 8, 2022

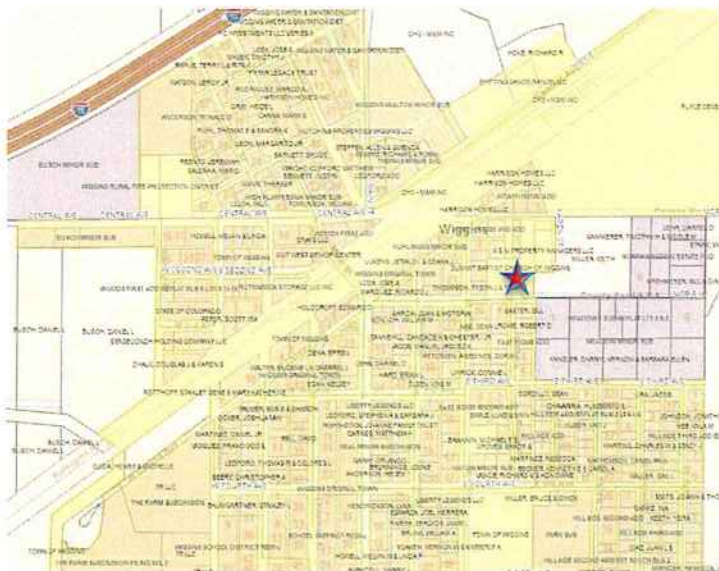
AGENDA ITEM NUMBER: II-1

TOPIC: Public Hearing and Consideration of a Special Review Use for Summit Baptist Church

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

Summit Baptist Church has submitted a Special Review Use application for the creation of an Early Childhood Development Center located at 401 Second Avenue. Summit Baptist has made a commitment to serve its community. The church has recently completed construction of a new sanctuary and classrooms in their building which they feel could benefit families in the community in the form of childcare.



Members of Summit Baptist have discovered that community members are having to drive 60 plus miles, round trip, to provide adequate childcare for their families. The church has many members who already have a number of years of educational teaching experience that can be of service to the community in the form of childcare. Utilizing the newly remodeled space in the church building provides a safe environment for young children while meeting a need that is desired in the community.

The Early Childcare Development Center would comprise of 5 classrooms and not more than 30 students ranging from 12 months to 5 years of age. There will be a certified teacher in each room with additional assistants depending on the age of the classroom and the State’s student/teacher ratio requirements. The program will be under the same standards that the Wiggins Preschool follows. The church has been working with Lisa Trautwein at Wiggins Preschool and plan to partner with the school for special events and activities. Wiggins Preschool is excited to work with the new center as their enrollement is capped and there is a waiting list.

SUMMARY

COMPREHENSIVE PLAN:

It is predominantly used for guidance for Boards and Staff with land uses. It does state an objective of the Town should be to “maintain or improve the current level of services.” Although an early childcare service will not bring in additional sale tax revenue to the Town, it will provide a much need service to the community members of Wiggins. (page IV-19)

LAND DEVELOPMENT CODE (LDC):

Zoning - 401 Second Avenue is zoned R1-Single Family Residential District.

Section 1.14 - Basic Definitions

Child Care Center – “A child care center offers each client less than 24-hour care but may operate for 24 hours in a day including a Large Child Care Center, Small Child Care Center, School-aged Child Care Center, Infant Nursery and Toddler Nursery as defined by the Colorado Department of Social Services”

Section 2.06 .C – Nurseries and Daycare Centers are allowed as a Special Review Uses in the R-1 Zone District

Section 3.06.B – Off street parking Requirements

Childcare Centers	1 space per classroom, plus 1 space per employee
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The Early Childcare Development Center will have five (5) classrooms and approximately seven (7) employees. The child care center will need to provide a minimum of 12 parking spaces per the Land Development Code. The facility has large parking lots on the upper east and lower west sides of the building that meet the minimum requirements.

Section 3.02 Commercial and Industrial Use Performance Standards

Although Summit Baptist church is not commercial or Industrial, their building is located in a single-family residential zone. Glare and heat, vibrations, light, smoke,



odors, noise, and fugitive dust are things that need to be taken into consideration.

Appendix 11 – Sign Permit Submission Requirements and Standards

Summit Baptist is not going to install a sign at this moment due to the cost of signs. They do intend to utilize a portable roll up sign that will be approximately 2' wide x 5' high. The sign does not light up and it will be removed after children are dropped off or picked up. The applicant has been advised that they will need to contact Planning and Zoning for a sign permit when the are ready to install a permanent sign fixture.

STAFF ANALYSIS

The Early Childcare Development Center will be required to go through proper licensure with the Colorado Department of Education (CDU) and with the Colorado Health and Human Services. It currently has its CDU license. A state Licensing Specialist has indicated that their license number 1761960 certificate will be delivered to the church a few weeks prior to their opening date. The center will provide food services to the students. The church facility has been reviewed and inspected and is awaiting approval. The childcare center will be required to apply for and submit proper state and county documentation with their Business License application each calendar year.

STAFF RECOMMENDATION

The proposed Early Childhood Education Center complies with all applicable state and local requirements. Staff recommends approval of the proposed Early Childhood Development Center and offers the following motion to the Planning Commission:

I MAKE THE MOTION TO ADOPT P&Z RESOLUTION 05-2022: A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL USE REVIEW FOR SUMMIT BAPTIST CHURCH TO ESTABLISH AN EARLY CHILDHOOD DEVELOPMENT CENTER AT 401 SECOND AVENUE WITH CONDITIONS:

1. The Early Childcare Development Center must continue to meet all state and county requirements regarding education licenses and certification, with a copy of the State License provided to the Town Clerk with the Business License application.
2. Early Childcare Development Center must continue to meet all state and county requirements regarding facility maintenance and food services, with a copy of certifications provided to the Town Clerk with the Business License application.
3. The Early Child Care Development Center will be required to apply for a Town Business license each calendar year with their State and County certifications.
4. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

(Resolutions require affirmative votes from the majority of Commission Members present.)

Enclosed Attachments:

- Application

**TOWN OF WIGGINS
P&Z RESOLUTION NO. 05-2022**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR SUMMIT
BAPTIST CHURCH TO ESTABLISH AN EARLY CHILDHOOD DEVELOPMENT CENTER AT 401
SECOND AVENUE**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Wiggins an application for a special review use to allow Summit Baptist Church to operate an Early Childhood Development Center located at 401 Second Avenue; and

WHEREAS, the Planning Commission has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with the Town of Wiggins subdivision and zoning ordinance, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Planning and Zoning Commission finds that the proposed special review use should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:

Section 1. The Planning and Zoning Commission hereby recommends approval of a special review use allowing the Summit Baptist Church to operate an Early Childhood Development Center at 401 Second Avenue subject to the following conditions:

- Summit Baptist Church must continue to meet all state and county requirements regarding education licenses and certification, with a copy of the State License provided to the Town Clerk with the Business License application.
- Summit Baptist Church must continue to meet all state and county requirements regarding facility maintenance and food services, with a copy of certifications provided to the Town Clerk with the Business License application.
- The Early Child Care Development Center will be required to apply for a Town Business license each calendar year with their State and County certifications.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 13TH DAY OF SEPTEMBER, 2022.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Chairman

ATTEST:

Deborah Lee, Town Clerk



Special Review Use Application

304 CENTRAL AVE - WIGGINS, CO 80654 - PH: 970.483.6161 - FAX: 970.483.7364 - WWW.WIGGINS.CO.COM

Filing Fee: \$250.00	RESOLUTION #: P&Z RES 05-2022	Date:	APPROVED:
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APPLICANT INFORMATION

Name of Applicant	Name:	Jeff Paschall	Title:	Senior Pastor
	Company	Summit Baptist Church		
	Address:	401 2nd Ave	City, State Zip:	Wiggins CO 80654
	Phone:	970-483-7496	Email:	pastorjeff@SBCWiggins.org
Wiggins Contractors License #		None		

Name of Property Owner	Name:	Summit Baptist Church		
	Address:	401 2nd Ave	City, State Zip:	Wiggins CO 80654
	Phone:	970-483-7496	Email:	pastorjeff@SBCWiggins.org

Property Information	Address:	401 2nd Ave		City, State Zip:	Wiggins CO 80654
	Property Size (acres):	Existing Use:	Existing Zone District:		
		Religious (Church)			


Please **AND** sign below to indicate you have read the attached document, the statements below and understand all that apply to this Permit Application.

*Please note: Applications will be placed on the Planning & Zoning Commissioners and Board of Trustees agendas when application is completed and returned to the Town Hall a minimum of 30 days prior to any one board meeting. Commissioner meetings are held the 2nd Tuesday of the month when there is an agenda item and the Board meetings are held every 2nd Wednesday of each month.

- Filing fee: \$250.00 PAYABLE TO: TOWN OF WIGGINS
- Names and addresses (within 300 feet) of all property owners adjacent to the subject property from the Morgan County Assessor, or an ownership update, derived from Morgan County Clerk & Recorder, from a title company or attorney.
- Legal description of the property obtained from Morgan County Clerk & Recorder, from a title company or attorney.
- Vicinity Map
- Site Plan (in accordance with Land Development Code Appendix 2).
- Certified boundary survey, monumented with legal descriptions.
- Please answer **ALL** questions from the back. (A separate sheet of paper may be used if necessary.)
- A soil survey (if applicable)
- Consultation Meeting or Discussion with the Town Manager. This is required prior to submitting a Special Review Use Application.

Meeting Date: _____

By my signature affixed hereto, I certify that I have read and examined this application and know the same to be true and correct. I understand that the granting of an approved application does not presume to give authority to violate or cancel any provisions of any state or local laws regulating a Special Review Use request.

X 
 Signature of Applicant

7-31-22
 Date

Revised: 8/24/2021

PLEASE PROVIDE ANSWERS TO ALL QUESTIONS. Questions may also be answered on a separate sheet of paper.

- A) Give a description of the Special Review Use being requested. Please include type of work and working hours that will be conducted.

- B) Will the special use be conducted in an existing structure? What part of the structure will the special use be in?

- C) Does the structure / property require changes to the outside appearance? This includes outdoor advertising signs/displays that may solicit or direct persons to this address. If yes, please provide a diagram and specs for the sign plan. This may be done on a separate sheet of paper.

- D) Will there be employees? How many employees will you have? (Please include yourself as an employee.) Please explain if your employee(s) will be working from another location, or if your employee(s) will be working from where the special use is located.

- E) Does the special use require storage of any equipment, materials, and/or chemicals? If so, where will these items be stored at? Will additional storage/buildings be needed/added to the premises? (i.e. storage sheds, new additions, trailers, port-a-pots)

- F) Will there be commercial vehicles used for the special use? If so, how many commercial vehicles will be used, and where will these vehicles be parked and/or stored?

- G) Will clients be coming to the property? How often? Where will clients park?

Revised: 8/24/2021

Special Review Use Application Answers

- A) Summit Baptist Church would like to use its facilities to open an Education Center for children ages 12 months -5 years.
 - a. Hours of Operations would be from 7am-5:30pm
- B) The use of this education center will be used in our current facilities
 - a. 5 classrooms, Sanctuary and fellowship hall will be used
- C) No changes to outside appearance is required for the education center (Sign's yes) Front Lawn Area
- D) There will be seven employees that will be hired to run the education center
 - a. All employees will be working at this location.
- E) No storage is needed
- F) No commercial vehicles will be in use for the education center
- G) Clients (parents) will be coming to the property for drop off and pick up purposes.
 - a. Twice a day
 - b. They will park in the upper parking lot by the main entrance.



STAFF REPORT
Planning and Zoning Commission
September 13, 2022

DATE: September 8, 2022

AGENDA ITEM NUMBER: II-2

TOPIC: Public Hearing and Consideration of a Special Review Use for Our Lady of Lourdes Catholic Church

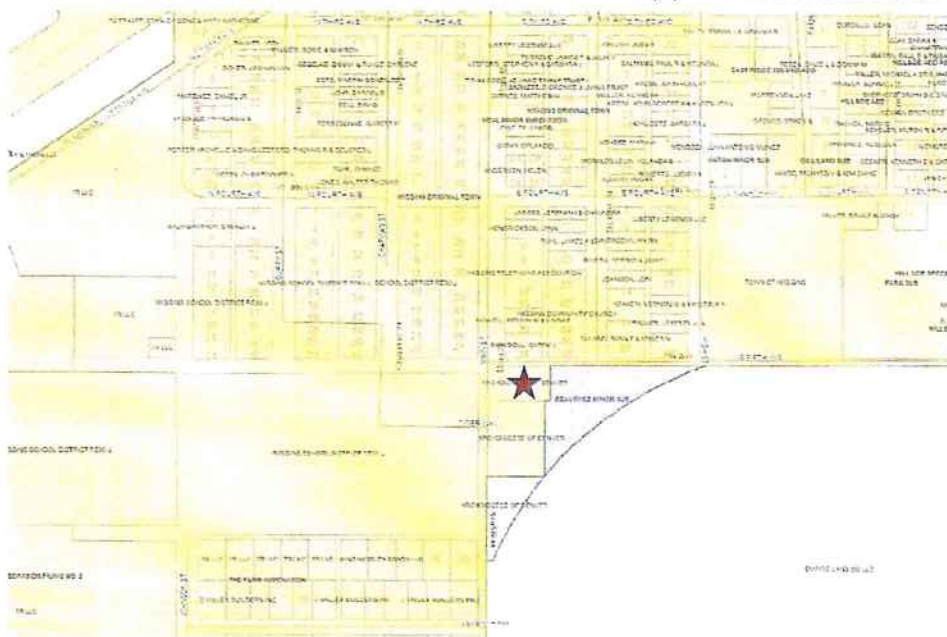
STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

Our Lady of Lourdes Catholic Church has submitted an application for a Special Review Use for the construction of a new parish hall building. The parish hall will be a detached building to the north of their existing building located in the empty lot of 502 Main Street. The vacant lot is to the north of the current church building. The satellite maps still show the residential house that the church recently demolished. The vacant lot or new parish location is zoned R1-Single Family Residential District.

VICINITY MAP

★ marks location of proposed building



Community buildings are listed as Special Review Uses in all zoning districts; therefore, requiring the

Planning and Zoning Commissioners to review and make their recommendations to the Board of Trustees.

SUMMARY

COMPREHENSIVE PLAN:

It is predominantly used for guidance for Boards and Staff with land uses.

LAND DEVELOPMENT CODE (LDC):

Section 2.06 .C – Community Centers are allowed as Special Review Uses and therefore must be reviewed by the Planning and Zoning Commissioners. Their recommendation is presented to the Board of Trustees for final approval.

Section 3.06.B – Off street parking Requirements -

Places of public assembly, such as churches, auditoriums, meeting rooms	1 space for every 4 seats in the principal place of assembly
Indoor Restaurants and Bars	1 space for every 3 seats or 1 space for every 200 square feet of floor area, whichever is greater

Section 3.06.D - For specific uses not listed, the Planning Commission shall determine the appropriate number of parking spaces required based upon the type of activity, intensity, number of employees and similarity to listed uses



Site Plan / Setbacks:

Section 2.14

The attached site plan shows that the new building will be following all minimum setbacks as required in the Land Development Code.

Water / Sewer Taps:

The church will be using the water and sewer taps that were recently capped prior to the demolition of the parsonage. New taps fees will not be required at the time of permitting.

STAFF ANALYSIS

The Our Lady of Lourdes currently has some parking spaces marked at the existing building. The primary building housing the sanctuary for the Our Lady of Lourdes Catholic Church has an occupancy load of 165. Based on this number, the church is required to have a minimum of 41 parking spaces for the current church.

In the absence of a use not listed in the LDC, the Planning Commission may use other similar uses listed. Indoor dining would be similar as the Parish Hall would be used frequently for church and community gatherings for dinners and pot lucks. Staff will require a new parking diagram to be provided at the time of building permit application to ensure that the minimum Land Development Code and ADA parking requirements are met with the construction of the new parish hall. The parking requirements for the new building will be based on square footage and can be determined once the building permit is applied for.

The approved special review use will be recorded with Morgan County Clerk and Recorder so that the decision follows any type of land search that may take place at the County's office. There is no way that Town Staff can keep track of all property owners. This is in effort to help track property history and its allowed uses.

STAFF RECOMMENDATION

The proposed fellowship hall complies with all applicable state and local requirements. Staff recommends approval of the proposed fellowship hall and offers the following motion to the Planning Commission:

I MAKE THE MOTION TO ADOPT P&Z RESOLUTION 06-0022: A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR OUR LADY OF LOURDES FOR THE CONSTRUCTION OF A FELLOWSHIP HALL LOCATED AT 502 MAIN STREET WITH CONDITIONS:

1. Construction hours are from 7 am – 7 pm.
2. Off-street parking areas with six (6) or more spaces shall be adequately screened from any adjoining residentially zoned lot by landscaping or solid fencing.
3. No more than 12 parking spaces shall be permitted in a contiguous row without being interrupted by a landscaped area of at least six feet (6') wide and 16 feet long, or unless otherwise stated in the design policies of the Town.

4. Off-street parking areas must meet the minimum Land Development Code and ADA requirements based on the occupancy load of the primary building and the square footage of the new building using the use of indoor restaurant's parking requirements and will be determined with a parking plan at the time of building permit application submission.
5. Additional buildings, construction trailers, or conex boxes must be approved by the Town prior to placement.
6. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

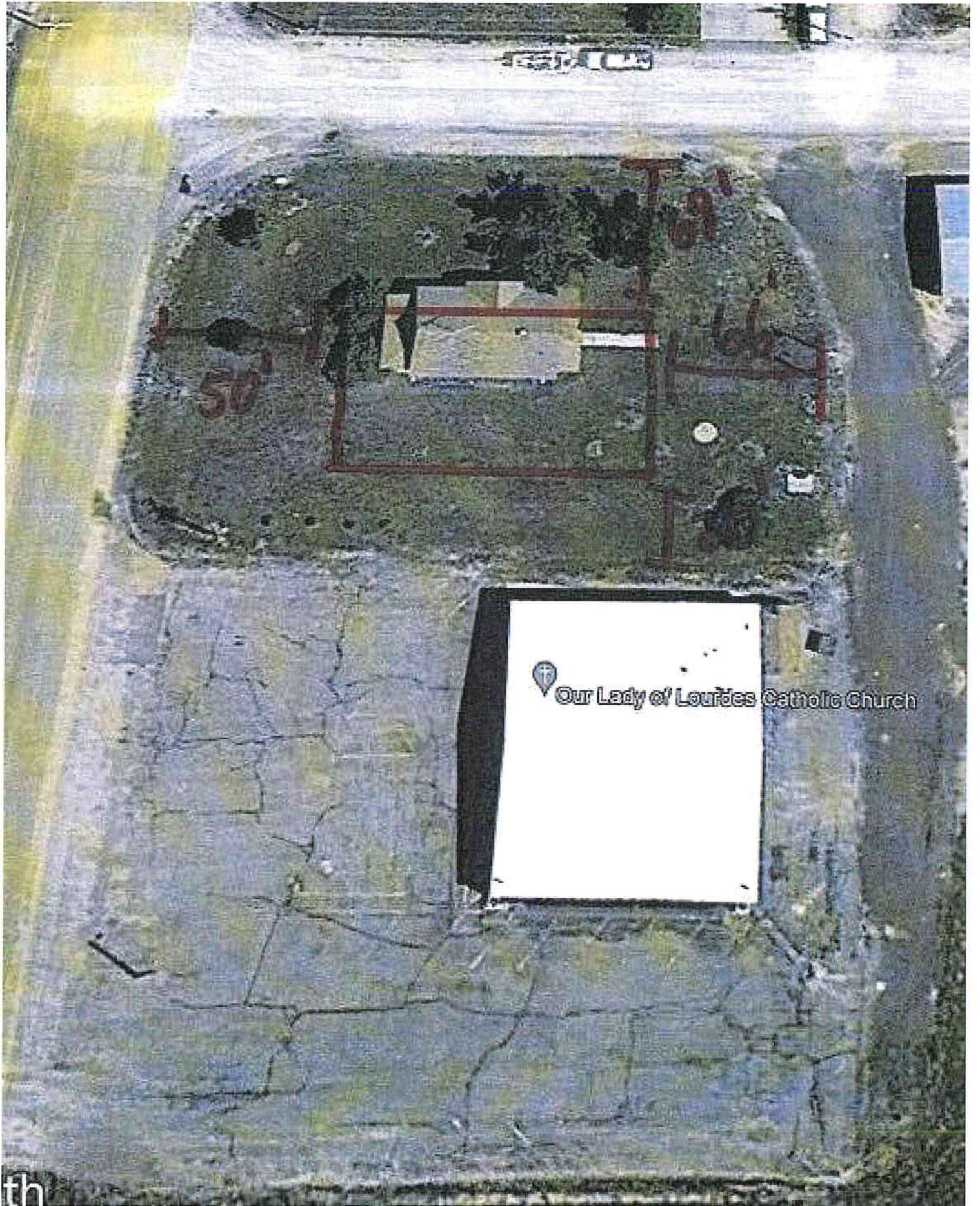
ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

(Resolutions require affirmative votes from the majority of Commission Members present.)

Enclosed Attachments:

- Application
- Site Plan



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**TOWN OF WIGGINS
P&Z RESOLUTION NO. 06-2022**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR OUR LADY OF
LOURDES CATHOLIC CHURCH FOR THE CONSTRUCTION OF A FELLOWSHIP HALL LOCATED AT
502 MAIN STREET**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Wiggins an application for a special use to construct a fellowship hall located at 502 Main Street; and

WHEREAS, the Planning Commission has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found to be in compliance with the Town of Wiggins subdivision and zoning ordinance, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Planning and Zoning Commission finds that the proposed special review use should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:

Section 1. The Planning and Zoning Commission hereby recommends approval for a special review use to allow Our Lady of Lourdes Catholic Church to construct a fellowship hall located at 502 Main Street with the following conditions:

1. Construction hours are from 7 am – 7 pm.
2. Off-street parking areas with six (6) or more spaces shall be adequately screened from any adjoining residentially zoned lot by landscaping or solid fencing.
3. No more than 12 parking spaces shall be permitted in a contiguous row without being interrupted by a landscaped area of at least six feet (6') wide and 16 feet long, or unless otherwise stated in the design policies of the Town.
4. Off-street parking areas must meet the minimum Land Development Code and ADA requirements based on the occupancy load of the primary building and the square footage of the new building and will be determined with a parking plan at the time of building permit application submission.
5. Additional buildings, construction trailers, or conex boxes must be approved by the Town prior to placement.
6. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 13TH DAY OF SEPTEMBER, 2022.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Chairman

ATTEST:

Deborah Lee, Town Clerk



Special Review Use Application

304 CENTRAL AVE - WIGGINS, CO 80654 - PH: 970.483.6161 - FAX: 970.483.7364 - WWW.WIGGINSCO.COM

Filing Fee: \$250.00	RESOLUTION #: P&Z RES 06-2022	Date: 08/18/2022	APPROVED:
APPLICANT INFORMATION			
Name of Applicant	Name:	Ray Kofo	Title: OWNER
	Company:	Kofo Construction Services	
	Address:	16229 HWY 52	City, State Zip: Wiggins, CO 80654
	Phone:	970-467-1844	Email: Raykofoconstructionservices.com
Wiggins Contractors License #			
Name of Property Owner	Name:	Our Lady of Lourdes in Wiggins (mission of St. Helena Catholic Parish in Fort Morgan)	
	Address:	917 West 7th Avenue	City, State Zip: Fort Morgan, CO 80701
	Phone:	303-715-3181	Email: david.wurzbach@archden.org
Property Information	Address: 502 Main Street		City, State Zip: Wiggins, CO 80654
	Property Size (acres): 0.75 acres	Existing Use: Vacant Lot	Existing Zone District:

Please **AND** sign below to indicate you have read the attached document, the statements below and understand all that apply to this Permit Application.

*Please note: Applications will be placed on the Planning & Zoning Commissioners and Board of Trustees agendas when application is completed and returned to the Town Hall a minimum of 30 days prior to any one board meeting. Commissioner meetings are held the 2nd Tuesday of the month when there is an agenda item and the Board meetings are held every 2nd Wednesday of each month.

- Filing fee: \$250.00 PAYABLE TO: TOWN OF WIGGINS
- Names and addresses (within 300 feet) of all property owners adjacent to the subject property from the Morgan County Assessor, or an ownership update, derived from Morgan County Clerk & Recorder, from a title company or attorney.
- Legal description of the property obtained from Morgan County Clerk & Recorder, from a title company or attorney.
- Vicinity Map
- Site Plan (in accordance with Land Development Code Appendix 2).
- Certified boundary survey, monumented with legal descriptions.
- Please answer **ALL** questions from the back. (A separate sheet of paper may be used if necessary.)
- A soil survey (if applicable)
- Consultation Meeting or Discussion with the Town Manager. This is required prior to submitting a Special Review Use Application.

Meeting Date: _____

By my signature affixed hereto, I certify that I have read and examined this application and know the same to be true and correct. I understand that the granting of an approved application does not presume to give authority to violate or cancel any provisions of any state or local laws regulating a Special Review Use request.

X  _____ Date 8-18-2022

PLEASE PROVIDE ANSWERS TO ALL QUESTIONS. Questions may also be answered on a separate sheet of paper.

- A) Give a description of the Special Review Use being requested. Please include type of work and working hours that will be conducted.
Our Lady of Lourdes Catholic Parish will be constructing a parish hall building on the property immediately north of the existing church building. The building will be a pre-engineered single-story steel building. Construction will take place during Monday-Friday, XXam-XXpm.
- B) Will the special use be conducted in an existing structure? What part of the structure will the special use be in?
-No existing structures will be used as part of this project.

- C) Does the structure / property require changes to the outside appearance? This includes outdoor advertising signs/displays that may solicit or direct persons to this address. If yes, please provide a diagram and specs for the sign plan. This may be done on a separate sheet of paper.
-There is no existing structure on this property.

NO ON NEW BUILDING

- D) Will there be employees? How many employees will you have? (Please include yourself as an employee.) Please explain if your employee(s) will be working from another location, or if your employee(s) will be working from where the special use is located.

-There will be employees on site during construction. No more than XX employees will be on site at a time.

NO EMPLOYEES ON SITE. PARISH HALL WILL BE ALL VOLUNTEER

- E) Does the special use require storage of any equipment, materials, and/or chemicals? If so, where will these items be stored at? Will additional storage/buildings be needed/added to the premises? (i.e. storage sheds, new additions, trailers, port-a-pots)

-Construction machinery will be required and will be stored on site. Materials will be stored on site, or in portable shipping containers on site. No permanent structures will be required for storage.

NO PERMANENT EQUIPMENT OR TRAILERS. NO ADDITIONAL BUILDINGS

- F) Will there be commercial vehicles used for the special use? If so, how many commercial vehicles will be used, and where will these vehicles be parked and/or stored?

-It is anticipated that no more than XX commercial vehicles (construction equipment) will be parked on site at a time. Storage of any vehicles, if required, will be located just north of the existing church building.

NO ONLY DURING CONSTRUCTION

- G) Will clients be coming to the property? How often? Where will clients park?

-Members of the Parish Building Committee will be visiting the construction site weekly. Parking will be available in the church parking lot on the property immediately south of the construction site.

DURING CHURCH ACTIVITIES THE PARISH WILL



STAFF REPORT

Planning and Zoning Commission
September 13, 2022

DATE: September 8, 2022

AGENDA ITEM NUMBER: II-3

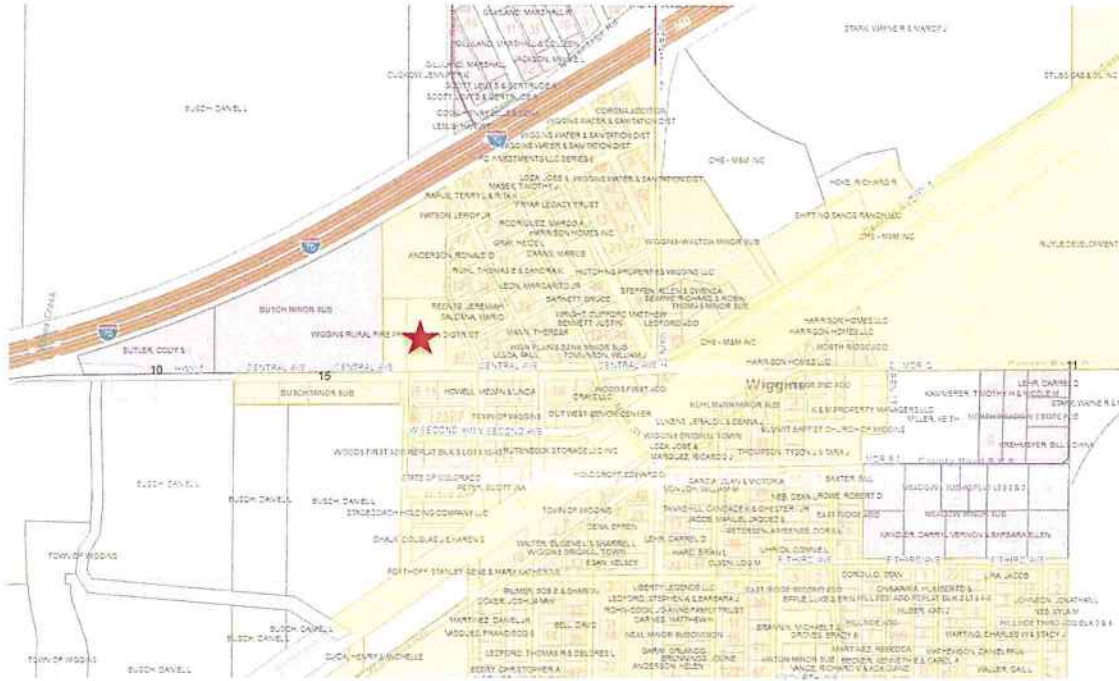
TOPIC: Public Hearing and Consideration of a Special Review Use for Wiggins Rural Fire District

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

The Wiggins Rural Fire District has submitted an application for a Special Review Use for the use of a 9' x 40' (9-foot by 40-foot) conex box. The conex box will provide additional storage for tables, chairs, and other items for events sponsored by the Wiggins Rural Fire District. The conex box will be set away from the existing building located at 701 Central Avenue. The fire house is located at the western edge of town limits. The fire station located in the BD-Business Zone District.





Conex boxes are listed as Special Review Uses in all zonings; therefore, requiring the Planning and Zoning Commissioners to review and make their recommendations to the Board of Trustees for final approval.

SUMMARY

COMPREHENSIVE PLAN:

It is predominantly used for guidance for Boards and Staff with land uses.

LAND DEVELOPMENT CODE (LDC):

Section 2.10.C – The use of portable conex boxes or other portable storage containers is considered a Special Review Use.

Section 2.14 - Site Plan / Setbacks:

The attached site plan shows that the new building will be following all minimum setbacks as required in the Land Development Code.

STAFF ANALYSIS

The site plan indicates that the conex box will be placed behind the fire house. The fire station is undecided if the conex box will be placed on the northwest side or the northeast side at the rear of the build. Staff suggests that the resolution include a condition of approval that the fire district building permit site plan for the conex box will indicate the minimum distance allowed by the current building codes.

The intended use of the conex box and its placement complies with all applicable state and local requirements. The conex box does not take away from other structures or cause

distractions to surrounding buildings. Although town limits could expand in the future, the use of the conex box should not become a hinderance to future development.

STAFF RECOMMENDATION

Staff recommends approval of the proposed application and offers the following motion to the Planning Commission:

I MAKE THE MOTION TO ADOPT P&Z RESOLUTION 07-2022: A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR THE WIGGINS RURAL FIRE DISTRICT FOR THE USE OF A CONEX BOX LOCATED AT 701 CENTRAL AVENUE WITH CONDITIONS:

1. The Wiggins Rural Fire District will provide at the time of building permit application, a site plan with the final decision of the conex box placement and the distance from the building to the box.
2. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

ACTION REQUESTED:

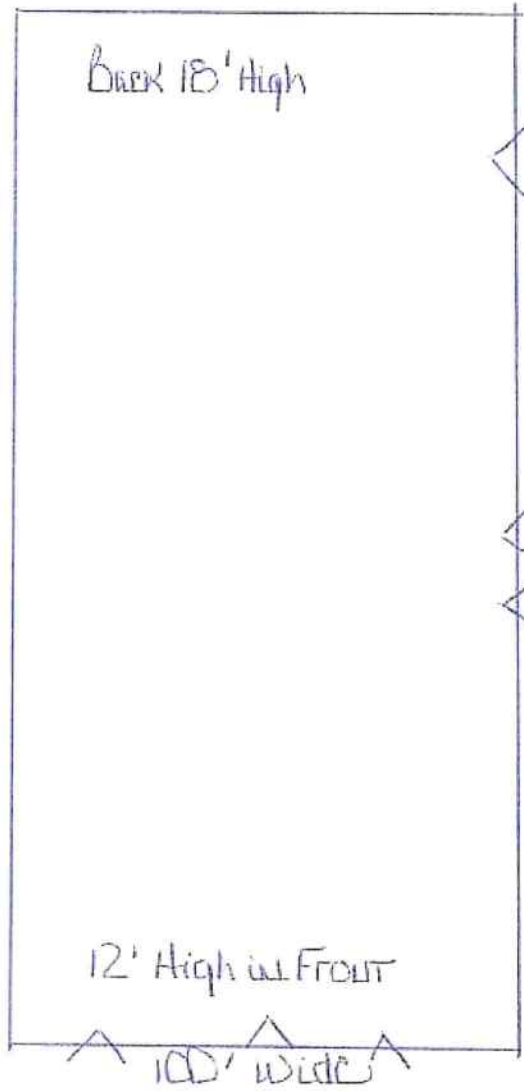
Motion, Second, Roll-Call Vote.

(Resolutions require affirmative votes from the majority of Commission Members present.)

Enclosed Attachments:

- Application
- Site Plan

9x40 Storage
Container



Wiggins Rural Fire Protection Dist
701 Central Avenue
Wiggins, CO
^ doors

**TOWN OF WIGGINS
P&Z RESOLUTION NO. 08-2022**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR THE WIGGINS
RURAL FIRE DISTRICT FOR THE USE OF A CONEX BOX LOCATED AT 701 CENTRAL AVENUE**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Wiggins an application for a special review use for a conex box at the Wiggins Rural Fire District located at 701 Central Avenue; and

WHEREAS, the Planning Commission has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found to be in compliance with the Town of Wiggins subdivision and zoning ordinance, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Planning and Zoning Commission finds that the proposed special review use should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:

Section 1. The Planning and Zoning Commission hereby recommends approval for a special review use to allow the Wiggins Rural Fire District to place a conex box at 701 Central Avenue for the use of extra storage with conditions:

1. The Wiggins Rural Fire District will provide at the time of building permit application, a site plan with the final decision of the conex box placement and the distance from the building to the box.
2. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 13TH DAY OF SEPTEMBER, 2022.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Chairman

ATTEST:

Deborah Lee, Town Clerk



Special Review Use Application

304 CENTRAL AVE - WIGGINS, CO 80654 - PH: 970.483.6161 - FAX: 970.483.7364 - WWW.WIGGINS.CO.COM

Filing Fee: \$250.00		RESOLUTION #: P&Z 07-2022	Date: 7/14/2022	APPROVED:
APPLICANT INFORMATION				
Name of Applicant	Name:	Nathan Troutd		Title: Board President
	Company	Wiggins Rural Fire Protection District		
	Address:	701 Central Ave	City, State Zip:	Wiggins
	Phone:	970.768.5584	Email:	
Wiggins Contractors License #				
Name of Property Owner	Name:	Wiggins Rural Fire Protection District		
	Address:	701 Central Ave.	City, State Zip:	Wiggins
	Phone:	970.768.1044	Email:	wfdsecretary@rtebb.net
Property Information	Address: 701 Central Ave.		City, State Zip: Wiggins	
	Property Size (acres):	Existing Use:	Existing Zone District:	

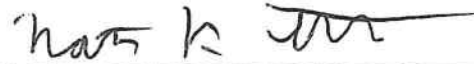
Please **AND** sign below to indicate you have read the attached document, the statements below and understand all that apply to this Permit Application.

*Please note: Applications will be placed on the Planning & Zoning Commissioners and Board of Trustees agendas when application is completed and returned to the Town Hall a minimum of 30 days prior to any one board meeting. Commissioner meetings are held the 2nd Tuesday of the month when there is an agenda item and the Board meetings are held every 2nd Wednesday of each month.

- Filing fee: \$250.00 PAYABLE TO: TOWN OF WIGGINS
- Names and addresses (within 300 feet) of all property owners adjacent to the subject property from the Morgan County Assessor, or an ownership update, derived from Morgan County Clerk & Recorder, from a title company or attorney.
- Legal description of the property obtained from Morgan County Clerk & Recorder, from a title company or attorney.
- Vicinity Map
- Site Plan (in accordance with Land Development Code Appendix 2).
- Certified boundary survey, monumented with legal descriptions.
- Please answer **ALL** questions from the back. (A separate sheet of paper may be used if necessary.)
- A soil survey (if applicable)
- Consultation Meeting or Discussion with the Town Manager. This is required prior to submitting a Special Review Use Application.

Meeting Date: _____

By my signature affixed hereto, I certify that I have read and examined this application and know the same to be true and correct. I understand that the granting of an approved application does not presume to give authority to violate or cancel any provisions of any state or local laws regulating a Special Review Use request.

X 
Signature of Applicant

14 July 2022
Date

Revised: 8/24/2021

PLEASE PROVIDE ANSWERS TO ALL QUESTIONS. Questions may also be answered on a separate sheet of paper.

- A) Give a description of the Special Review Use being requested. Please include type of work and working hours that will be conducted.

The Wiggins Rural Fire Protection District would like to install a storage container behind Station 1 in Wiggins.

- B) Will the special use be conducted in an existing structure? What part of the structure will the special use be in?

The storage container will be installed behind the station.

- C) Does the structure / property require changes to the outside appearance? This includes outdoor advertising signs / displays that may solicit or direct persons to the address? If yes, please provide a diagram and spec for the sign plan. This may be done on a separate sheet of paper.

No

- D) Will there be employees? How many employees will you have? (Please indicate yourself as an employee.) Please explain if your employees will be working from another location, or if your employee(s) will be working from where the special use will be located.

No

- E) Does the special use require storage of any equipment, materials, and/or chemicals? If, so where will these items be stored at? Will additional storage/buildings be needed / added to the premises? (i.e. storage sheds, new additions, trailers, port-a-pots.)

The storage container will hold table and chairs that the WRFPD owns.

- F) Will there be commercial vehicles used for the special use? If so, how many commercial vehicles will be used, and where will these vehicles be parked and/or stored?

No

- G) Will clients be coming to the property? How often? Where will clients park?

No



STAFF REPORT

Planning and Zoning Commission
September 13, 2022

DATE: September 8, 2022

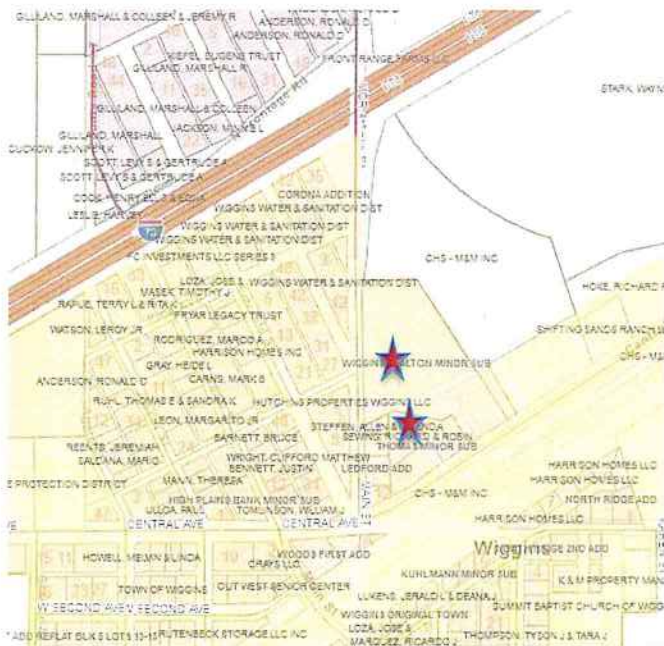
AGENDA ITEM NUMBER: II-4

TOPIC: Public Hearing and Consideration of a Special Review Use RV/Boat Storage and RV Campground

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

Brady Powers and Robin Sewing have submitted a Special Review Use application for development of a RV/Camper/Boat storage and RV Park (campground) located in the Walton and Thomas Minor Subdivisions. The applicants have seen a need in the community for secure facilities to store recreational vehicles and for short term stays in a campground due to job related moves or families visiting.

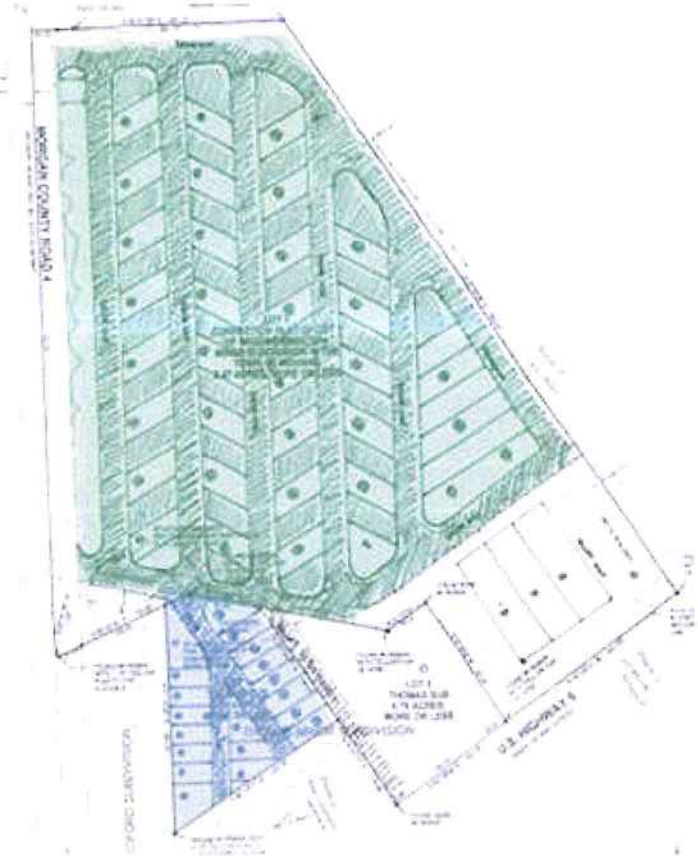


The applicants currently own the Walton and Thomas Minor subdivisions which consists of buildings along Central Avenue that were previously known as Allstate Fire and vacant land located along North Main Street across from the Town sewer plant. The applicants goal is

to clean up the entire area of all trash, junk, and debris within the buildings and surrounding areas with the desire to develop the lot into multiple forms of storage and potentially a well manicured RV Park.

One part of the Special Review Use application is for the area highlighted in blue that would be a fenced in area dedicated to recreational vehicle / boat storage. The lot will be surfaced with crushed gravel or asphalt with numbered lots. This area will be fenced in and will require a code key entry. Security cameras will be posted in several areas of the lot to ensure the safety of items that are stored. In addition, REA light poles will be installed if they are not already present, to provide adequate lighting for parking and security needs.

The larger section highlighted in green is the area that the applicants would like to develop into a RV Park area. Similarly to the storage areas, the RV Park will be surfaced with crushed gravel or asphalt with each space marked with a visible number. Mr. Powers and Ms. Sewing intend to develop the area with additional water wise landscaping and each lot will be equipped with direct access to



PICTURE B



water and sewer. Picture A is an example picture of how nice the proposed development will be. The applicants take a lot of pride in their projects and decline campground applicants that do not meet the minimum requirements of their application process. The campground application process includes a background check, driver's license, proof of employment, and a lease agreement if they are approved. The

campground is also by reservation only. Tenants may view the requirements on the Brandd website prior to applying for a camping spot. The owners will not allow tenants to build on to the campers or create additional storage beyond what the owners have provided to each lot. Picture B demonstrates an example of what the owners will not allow. In addition, the RV Park has strict rules to prevent noisy atmospheres, too many vehicles, pet regulations, rules on trash, and too many people.

The applicants desire to be as transparent as possible with the Planning and Zoning Commission. Attached are examples of the Brandd Policies and Regulations, Lease Agreement, and a document that the applicant signs regarding what their key numbers are and permit numbers are.

SUMMARY

COMPREHENSIVE PLAN:

It is predominantly used for guidance for Boards and Staff with land uses. It does state an objective of the Town should be to "maintain or improve the current level of services." (page IV-19) Although an RV Park service will not bring in additional sale tax revenue to the Town, it will provide a much-needed service to the community members of Wiggins by providing a place for visitors to be close to family with the absence of a close hotel. It also provides an option for folks who need temporary housing in our area due to work transfers.

LAND DEVELOPMENT CODE (LDC):

Zoning – Walton and Thomas Minor Subdivision is zoned Commercial District.

Section 1.14 - Basic Definitions

Campground – "Any plot of improved property utilized for camping and parking of camping units as herein defined for a period not to exceed 30 days."

Camping Unit or Recreational Vehicle (RV) - "A wheeled vehicle intended to provide temporary living accommodations. It is either self-propelled, hauled, or towed by a non-commercial vehicle. Included are units commonly referred to as travel-trailers, camper trailers, trailer coaches, motor homes, and pickup campers. It is not a mobile home.

Section 2.10 .C – Campgrounds and recreational vehicle (RV) parks are allowed with a special review use.

Section 2.10.C.1 – Special Review uses allowed in the Business District in Section 3.7.4 with exception of multi-family and single-family dwellings are allowed.

- A. Section 2.09.C.16 (Business District Special Review) allows “recreational vehicle storage yards” by special review.

Section 3.02 Commercial and Industrial Use Performance Standards

The Walton and Thomas Minor Subdivisions are located in the Commercial District Zone; therefore, the Planning and Zoning Commission need to take into consideration if the proposed development will cause an increase in glare and heat, vibration, lights, smoke, odors, noise, and fugitive dust. The applicants intend to improve the subdivision with a crushed asphalt or crushed concrete that will prevent dirt from arising, and prevention of erosion. The policy and regulations will keep tenants from having late night festivities and extreme lights. Although each site may have a fire pit, the RV Park would be under the same fire prevention and restrictions as any other local resident when enjoying a fire pit or grilling dinner.

The Walton and Thomas Minor Subdivisions are also located on the edge of Town limits. Interstate 76 is directly north of the property, the Town’s sewer plant is directly west of the property, and open space to the east of the property. There is a small residential subdivision to the southwest of the subdivision and a couple of businesses to the south. The RV Park would be substantially removed from most residences and businesses.

Section 3.06.B – Off street parking Requirements

The LDC does not specifically address off street parking requirements for RV Campgrounds or Parks. This type of development does not typically have permanent structures which negates the need to calculate a number of spaces with the square footage of a building. However, Mr. Powers and Ms. Sewing have stated that each RV space will have the ability to house a maximum of two vehicles each site.

Appendix 11 – Sign Permit Submission Requirements and Standards

Brandd RV Park would place signage along North Main Street and possible one sign on Central Avenue. They would be required to follow the requirements and standards for signage as stated in the LDC.

STAFF ANALYSIS

Both minor subdivisions are zoned Commercial District. Campgrounds and Recreational Vehicle Parks are allowed in the Commercial District with a Special Review. Recreational Vehicle Storage Yards is listed as a Special Review Use in the Business District. The LDC indicates that Special Review uses allowed in the Business District may also be used in the Commercial District as a Special Review Use. The applicants are requesting Special Review Use recommendations for both a RV Park and a RV/Boat Storage Yard.

During the review process Staff became aware of community concerns surrounding the applicants' request. Those concerns were relayed to the applicant and they have provided information to help address those concerns, such as regulations, policies and requiring agreements. Although the applicant has solid regulations, policies, and lease agreements in place, there are no guarantees that the next potential owner would treat the subdivision and improvements with the same respect. Staff recommends that the Planning and Commission consider including conditions in the resolution to help the Town safeguard future events that cannot be anticipated at the present time.

The applicant would be required to have their policies and regulations (as provided in this packet or substantially same form) in place at all times. For the time being, there will not be a property manager at the location. However, the owners are available by phone call 24/7 and there will be security cameras and lighting throughout the RV Park. The extra regulations and policies will help ensure that the park remains a safe and quiet environment for all tenants and surrounding property owners.

The RV Park (campground) will comply with the LDC's current maximum stay definition of 30 days unless the LDC is amended or revised at a future date. There is not a definition of "RV Park" in the LDC but there is a definition of campground. At this time, Staff must follow what the LDC's closest definition is, which is "campground". Staff offers the suggestion that the Planning and Zoning Commission open a conversation to the possibility of amending the LDC in the near future to update the definitions, policies, and guidelines for the use of tiny homes and RV Parks with the Town of Wiggins.

RV Parks are a growing trend in many communities. They are typically less permanent than a mobile home park and stays are typically longer than a campground vacation or leisure stay. Many newer RVs are also more equipped to accommodate yearlong living.

Although the LDC does not offer a definition of "Recreational Vehicle (RV) Park", there are a number of definitions from other sources, such as www.lawinsider.com and other municipalities that define "RV Park" that can be considered for thought.

- *means a facility for the temporary sitting or recreational vehicles and may have community facilities as recreations rooms, swimming pools, and laundry facilities (www.lawinsider.com); or*
- *means a parcel of land upon which two or more recreational vehicles are occupied for dwelling or sleeping purposes for no more than 60 days during any one hundred twenty-day period, recreational vehicles are located, regardless of whether a charge is made for such accommodations (www.lawinsider.com); or*
- *Recreational vehicle park" means a lot of land upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicle of the general public as temporary living quarters for recreation or vacation purposes.*

The applicants will be required to install electrical, potable water, and sanitary hookups at each of the recreational vehicle sites. This would ensure that the RV Park would help maintain a health safe and noise free environment.

Approval of this special review use will only apply to this applicant. It will not transfer to future owners, who desire to continue with the RV Park use, without another review by the Planning and Zoning Commission and approval by the Board of Trustees. Changing ownership does not ensure that the same regulations and policies will be followed. This resolution condition would ensure that future ownership would allow the Commissioners and the Board of Trustees to review new policies and regulations to ensure that the RV Park would remain in good standing.

The approved special review use will be recorded with the Morgan County Clerk and Recorder. There is no system in place that allows Town Staff to keep track of all property owners. Theoretically, the approval of this Special Review Use would follow a land title search with the county office records. In addition, the owners of the RV Park will be required to apply for a Business License which will also help staff keep track of ownership changes. The applicants will also be required to apply for a Town of Wiggins Business License.

STAFF RECOMMENDATION

The proposed RV/Camper Storage and the RV Park comply with all applicable state and local requirements. Both developments are a need that this community could benefit from. Staff recommends approval of the proposed RV/Camper Storage and the RV Park and offers the following motion to the Planning and Zoning Commission:

I MAKE THE MOTION TO ADOPT P&Z RESOLUTION 08-2022: A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR BRANDD RV PARK FOR A RV/BOAT STORAGE AND RV PARK (CAMPGROUND) LOCATED IN THE WALTON AND THOMAS MINOR SUBDIVISIONS

1. Applicant shall adopt and enforce rules and regulations for the campground substantially in the same form as those included with the application.
2. Stays in the RV Park (campground) shall not exceed the time limits for campground stays as set forth in the Wiggins Land Development Code, as amended from time to time. Currently, the maximum stay is 30 days.
3. Electrical, potable water, and sanitary hookups will be permanently installed at each designated recreational vehicle site.
4. This special review use is personal to Brandd RV Park and may not be transferred without the consent of the Board of Trustees. If a transfer is granted, the Board of Trustees may impose such additional terms and conditions as may be required to meet the criteria for special review uses set forth by the Wiggins Land Development Code.

5. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.
6. The applicants will be required to apply for a Town of Wiggins Business License.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

(Resolutions require affirmative votes from the majority of Commission Members present.)

Enclosed Attachments:

- Application
- Site Plan
- Example of Brandd Lease Agreements
- Example of Brandd Tenant Information Sheet
- Brandd RV Rules and Regulations

LAND SURVEY PLAT

LOT 1 OF WIGGINS - WALTON MINOR SUBDIVISION - CORRECTED PLAT AND LOTS 1 AND 3, THOMAS MINOR SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO

LEGAL DESCRIPTION

(PROVIDED BY EQUITY TITLE ASSOCIATES P.L.L.C. TITLE COMMITTEE FILE NO. 3846 DATED APRIL 1, 2008)

LOT 1 OF WIGGINS - WALTON MINOR SUBDIVISION ACCORDING TO THE CORRECTED PLAT THEREOF, COUNTY OF MORGAN, STATE OF COLORADO

AND

LOTS 1 AND 3 OF THOMAS MINOR SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF MORGAN, STATE OF COLORADO

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.93 ACRES, MORE OR LESS AND IS SUBJECT TO RECORDED EASEMENTS AND RIGHTS OF WAY.

NOTES:

1. THE SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF EQUITY TITLE ASSOCIATES' CONVEYANCE TITLE INSURANCE POLICY, DATED APRIL 1, 2008 AND UNDER THE PROVISIONS OF THAT POLICY, BY PUBLIC LAND SURVEYING, L.P.C. TO INSURE AGAINST ANY TITLE DEFECTS AT ANY TIME, INCLUDING THE DATE OF THE SURVEY. THE POLICY IS SUBJECT TO THE POLICY CONDITIONS AND EXCLUSIONS THEREIN. THE SURVEYOR HAS REVIEWED THE POLICY AND HAS CONSENTED TO THE POLICY'S TERMS AND CONDITIONS. THE SURVEYOR HAS REVIEWED THE POLICY AND HAS CONSENTED TO THE POLICY'S TERMS AND CONDITIONS. THE SURVEYOR HAS REVIEWED THE POLICY AND HAS CONSENTED TO THE POLICY'S TERMS AND CONDITIONS.

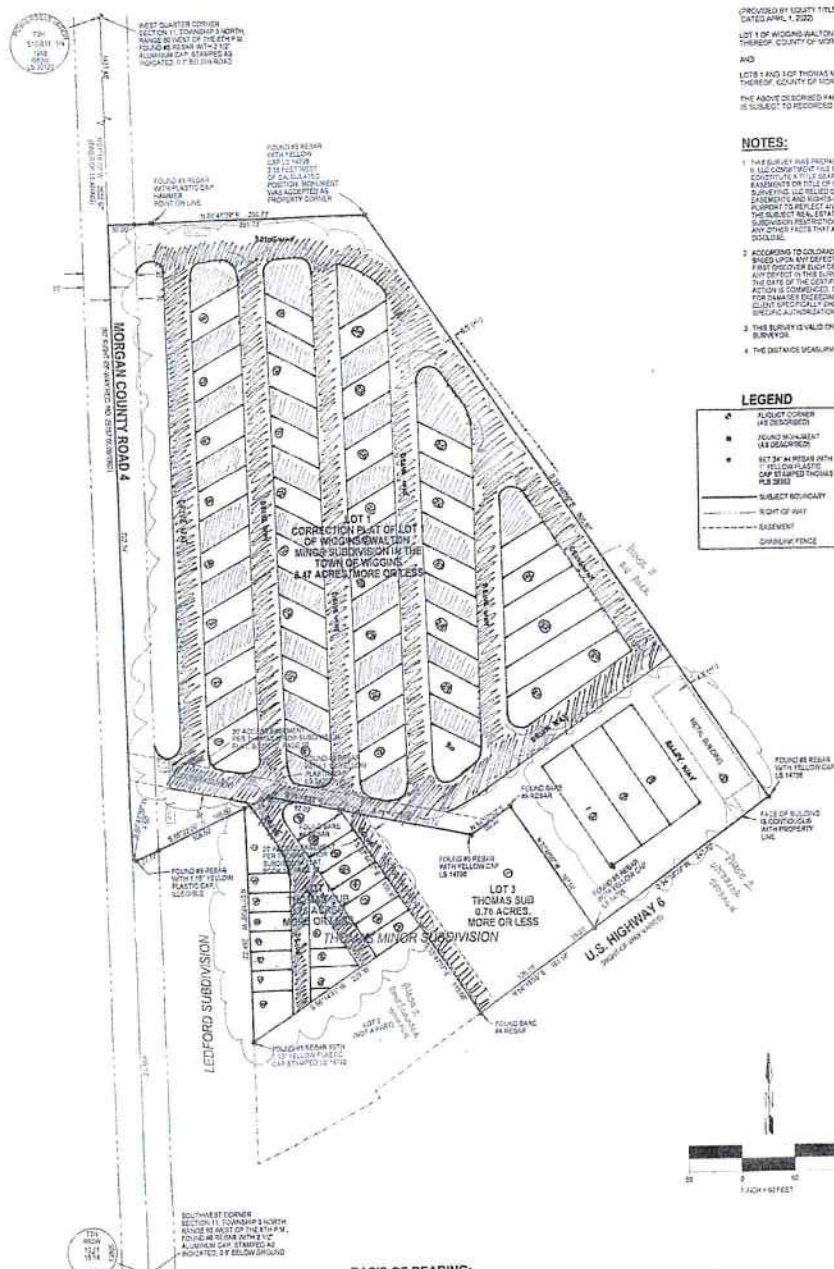
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER EACH DEFECT, IN NO EVENT LATER THAN THE DATE OF THE CERTIFICATION SHOWN HEREON. IN THE EVENT LEGAL ACTION IS COMMENCED, THE SMALL LAND SURVEYING ACT SHALL NOT BE USABLE FOR DAMAGES EXCEEDING THE COST OF THE SURVEY AND THE COST OF THE SURVEY SPECIFICALLY COVERING THE DEFECT OR TO ANY PERSON OR ENTITY, GIVEN THE SPECIFIC AUTHORIZATION BY THOMAS LAND SURVEYING, L.P.C.

3. THE SURVEY IS VALID ONLY IF PRINTED WITH ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE IN U.S. SURVEY FEET.

LEGEND

▲	ADJUNCT CORNER WITH DISCREPANCY
●	ROUND MONUMENT WITH DISCREPANCY
●	SET BY AN INSTRUMENT WITH YELLOW PLASTIC CAP STAMPED THOMAS LAND SURVEYING
---	SUBJECT BOUNDARY
---	RIGHT OF WAY
---	EASEMENT
---	CONCRETE FENCE



BASIS OF BEARING:
THE NEAREST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., IS ASSUMED TO BEAR NORTH 17°18'17" WEST AND IS MONUMENTED AS INDICATED.

SURVEYOR'S CERTIFICATE:
I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO THE ACCURACY AND CORRECTNESS OF THIS LAND SURVEY WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE FIELD SURVEY AND THAT THE SURVEY IS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS AND IS NOT A GUARANTEE OF ACCURACY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #3833
ORIGINAL OF THOMAS LAND SURVEYING, L.P.C.

**TOWN OF WIGGINS
P&Z RESOLUTION NO. 08-2022**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR BRANDD RV
PARK FOR A RV/BOAT STORAGE AND RV PARK (CAMPGROUND) LOCATED IN THE WALTON
AND THOMAS MINOR SUBDIVISIONS**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Wiggins an application for a RV/Boat Storage and RV Park (Campground) in the Walton and Thomas Minor Subdivisions; and,

WHEREAS, the Planning Commission has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that with conditions:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found to be in compliance with the Town of Wiggins subdivision and zoning ordinance, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Planning and Zoning Commission finds that the proposed special review use should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:

Section 1. The Planning and Zoning Commission hereby recommends approval for a special review use for Brandd RV Park for a RV/Boat storage and RV Park (campground) in the Walton and Thomas Minor Subdivisions, subject to the following conditions:

1. Applicant shall adopt and enforce rules and regulations for the campground substantially in the same form as those included with the application.
2. Stays in the RV Park (campground) shall not exceed the time limits for campground stays as set forth in the Wiggins Land Development Code, as amended from time to time. Currently, the maximum stay is 30 days.
3. Electrical, potable water, and sanitary hookups will be permanently installed at each designated recreational vehicle site.
4. This special review use is personal to Brandd RV Park and may not be transferred without the consent of the Board of Trustees. If a transfer is granted, the Board of Trustees may impose such additional terms and conditions as may be required to meet the criteria for special review uses set forth by the Wiggins Land Development Code.
5. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.
6. The applicants will be required to apply for a Town of Wiggins Business License.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 13TH DAY OF SEPTEMBER, 2022.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Chairman

ATTEST:

Deborah Lee, Town Clerk



Town of Wiggins
Planning & Zoning Department
 304 E Central Avenue * Wiggins, CO 80654
 Phone: (970) 483-6161 * Fax: (970) 483-7364
<http://townofwiggins.colorado.gov>

LAND USE APPLICATION

Please fill form out completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: WALTON MINOR SUBDIVISION-POWER/SEWING- SPECIAL REVIEW		
FILE NO: P&Z RES 08-2022	DATE SUBMITTED: 7/7/2022	FEES PAID:

Project Name: Brannd RV Park

Project Physical Address (if applicable): 107 Central Ave Wiggins CO

Project Description: Develop the back 8 plus acres into an RV Park with zero scaping in between the lots. There will be water and sewer hook ups for each lot. Aproximately 40 spaces will be created. Concrete aprons will be at each entrance on 4th St. Lot 1 behind the realty office will be boat and camper storage spaces. Existing Buildings will be leased for interior storage. Existing Silos will be turned into a Hotel/Motel.
--

Legal Description: (Attach legal description if Metes & Bounds)

Subdivision Name: (if applicable) Waton Minor, Thomas Sub

Filing No. _____ **Lot No.** 1,3,1 **Block No.** _____ **Section** _____ **Township** _____ **Range** _____

PROPERTY OWNER (Attach separate sheets if multiple)	AUTHORIZED REPRESENTATIVE
Name/Company: Cow Tipping LLC.	Company/Firm:
Contact Person: Brady Powers, Robun Sewing	Contact Person:
Address: 10756 CR 20	Address:
City/State/Zip: Ft. Lupton, CO 80621	City/State/Zip:
Phone: 970-581-9909 303-210-1939	Phone:
Email: branndcattleco@gmail.com	Email:
MINERAL RIGHTS OWNER (Attach separate sheets if multiple)	MINERAL LEASE OWNER (Attach separate sheets if multiple)
Name/Company:	Name/Company:
Address:	Address:
City/State/Zip:	City/State/Zip:
LAND-USE & SUMMARY INFORMATION	
Present Zoning:	Gross Site Density (du/ac):
Proposed Zoning: Commercial	# Lots/Units Proposed:
Gross Acreage: 10+/-	

(Faint stamp or signature area)

SERVICE PROVIDERS	
Electric: Morgan County REA	Gas: XCEL
Special District:	Fire District:
Water: (If other than Town)	Sewer: (If other than Town)



DEVELOPMENT REVIEW FEES	
ANNEXATION	
<input type="checkbox"/> Annexation	\$3,500.00
<input type="checkbox"/> Disconnection	\$500.00

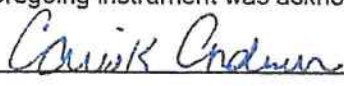
MAJOR SUBDIVISION		ZONING / REZONING / SPECIAL REVIEW	
<input type="checkbox"/> Preliminary Development Plan	\$3,500.00	<input type="checkbox"/> Rezoning	\$3,500.00
<input type="checkbox"/> Final Development Plan (Res)	\$3,000.00	<input checked="" type="checkbox"/> Special Use	\$250.00
<input type="checkbox"/> Final Development Plan (Comm)	\$4,000.00	<input type="checkbox"/> Conditional Use	\$250.00

MINOR SUBDIVISION		SITE SPECIFIC (COMMERCIAL)	
<input type="checkbox"/> Minor Subdivision	\$ 2,500.00	<input type="checkbox"/> Commercial Infill Final Dev Plan	\$3,500.00

VARIANCE		VACATION		BOUNDARY LINE / LOT MERGERS	
<input type="checkbox"/> Residential		<input type="checkbox"/> Vacation of	\$ 1,000.00	<input type="checkbox"/> Boundary Line Adj / Lot Merger	\$350.00
<input type="checkbox"/> Commercial					

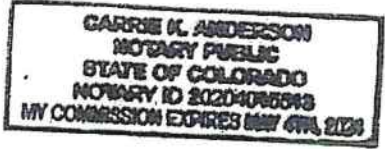
The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understands that the application must be found to be complete by the Town of Wiggins before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Wiggins. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Property Owner Signature:  Date: 7-7-2022
Property Owner Signature:  Date: 7-7-2022

STATE OF COLORADO)
) ss.
County of Morgan)
The foregoing instrument was acknowledged before me this 8th day of July, 2022.
By 

My commission expires: May 4th 2024

Witness my hand and official seal.



Notary Public



Lease Agreement

This agreement, made _____ day of _____ 20_____, between Brann R.V. Park & Storage and _____ (name) ,

_____, (address) Phone# _____

Email _____ (the GUEST).

Park agrees to rent to GUEST, Site# _____. The Rental Term shall be on a ___ day-to-day basis, ___ month to month, ___ 6 month or ___ 12 month lease which may be terminated at any time by Park.

GUEST agrees to the following terms and conditions:

- a. **PAYMENT:** My rental payment is due on or before the _____ of each month in the amount of \$ _____. Late payments are subject to a **10%** penalty on the entire amount due. Payment must be made in the drop box, or mailed to this address: Brann R.V. Park & Storage. 10756 CR 20, Fort Lupton, CO 80621
- b. **RULES:** I agree to read and comply with all rules in this agreement and the following two documents available in the resort office. It is my responsibility to secure a listing of all Rules and Regulations. RESORT may change rules at any time.
 - a. **Brann R.V Park & Storage Rules and Regulations**
 - b. **Brann R.V Park & Storage Pet Rules**
- c. **AUTHORIZED VEHICLES & OCCUPANTS:** Only (1)RV, (2) vehicles, and (4) occupants allowed to stay at lease site are those listed in this agreement. Any changes must be authorized by PARK.
- d. **INSURANCE:** I agree to carry my own liability and comprehensive insurance and vehicle registration during the term of this Agreement. I will furnish proof of insurance to PARK if requested.
- e. **VISITORS:** . Each visitor must register and display a pass; must park their vehicle as determined by PARK or Guest Parking; and must be in my company. Each additional visitor must be approved in advance by PARK. A visitor is not allowed to stay overnight unless authorized by PARK.
- f. **VEHICLES:** A boat, trailer, motorcycle or any other vehicle beyond two VEHICLES per site are subject to a **storage fee** and can only be stored in designated area with a signed Storage Agreement. All vehicles require proof of insurance and valid registration and must be in name of site occupant.
- g. **UTILITIES:**
 - a. **SEWER:**
Sewer hook-up is available on site. No chemicals will be used in your tank.
 - b. **WATER:** Water hookup is available at the site. During the winter months, I am responsible for keeping my water hose from the spicket to my trailer thawed. *RESORT shall be responsible only for the water line up to the spicket.*
 - c. **ELECTRICAL:** An electrical receptacle is available at the site and only responsible for power to the box.

Electricity is not included in the monthly leasing fee. Electricity charges will be billed monthly at the current PUD rate.

- h. **APPEARANCE:** To help maintain a certain standard of appearance:
 - a. PARK limits vehicle age for extended stay (longer than 1 week). **Without prior approval, an RV more than 10 years old is not permitted** for extended stay.
 - b. I understand my RV must be in good condition, washed on a regular basis, and well maintained.
 - c. Before adding or changing items at my site. Nothing will be built, assembled or erected without approval from PARK.
 - d. My campsite shall remain neat and orderly at all times.
 - e. No tarps are allowed on my campsite.
 - f. Storage of material of any type under a vehicle is strictly prohibited. My site must remain free from trash, detritus, and unused items other than a patio table, chairs, BBQ grill, and awning.
 - g. RESORT reserves the right at any time to ask me to remove any item on my site or to remove or disassemble anything built or erected on my site.

RENT INCREASE: PARK agrees to supply me with written notification of any rent increase at least 15 days prior to my next payment due. Rent may be adjusted at any time if taxes or utilities increase or decrease.

- i. **RECOVERY OF UNPAID BILLS:** GUEST acknowledges that PARK is hereby given a lien upon RV and Vehicles listed in this agreement to secure all site rental fees, repairs, hardware, materials, labor or services rendered to or supplied to GUEST during the terms of this Agreement. Any item left on PARKS's property 15 days beyond the expiration of this Agreement will be offered for public sale to cover site rental charges.
- j. **DAMAGE/CLEANING DEPOSIT:** I authorize PARK to use my Damage/Cleaning deposit to repair damage caused by me or to clean my site. Any remaining balance will be mailed to me within 10 days after my departure date ONLY if I leave a mailing address. If I do not leave a mailing address, I forfeit any remaining balance.
- k. **PERSONAL PROPERTY:** I agree to release all interests and claims to ownership and possession to all personal property remaining on the site, or on PARKS's grounds, at 12:00 PM (noon) the day following termination of this Agreement. I agree that said left personal property shall become the property of PARK immediately and, as such, PARK, at its discretion, shall have the right to dispose of said personal property within twenty-four (24) hours.

LIABILITY: The use of PARKS's facilities is at the user's own risk. PARKS's guests are responsible for their visitors. PARK assures no responsibility or liability for the safety and security of RV tenants/campers/visitors. PARK is not responsible for loss or damage to RV tenants' or guests' property due to theft, vandalism, fire, any casualty, or act of God. Registered guests and all other users of this property expressly assume all risk of such loss or damage and must carry their own insurance.

DISCLAIMER: PARK provides its services, including but not limited to its sites, utilities, and amenities on an "as is" basis and makes no representations or warranties of any kind, either express or implied. By staying at or using PARKS's facilities, you agree to these terms and that under no circumstances will PARK be liable for direct, indirect, incidental or any other type of damages resulting from your use of any part of the resort. This includes, but is no way limited to, loss or injury caused in whole or in part by our negligence or things beyond our control.

INDEMNIFICATION: RV tenant and/or guest shall indemnify and hold harmless PARK, its officers, and employees from all claims, liability, and expenses, including but not limited to attorney and other professional fees, for injury to persons, loss of life, or damage to property arising out of the tenant's exercise of his rights hereunder.

RESERVATION OF RIGHTS: Brannnd R.V. Park & Storage is private property. PARK reserves the right to amend these rules without prior notice to residents or guests. PARK, at its discretion, reserves the right to refuse entry on the resort to any person and to evict current guests without a refund. PARK also reserves the right to refuse to accommodate current and returning guests that have violated our rules and regulations and /or have vacated the resort without paying all fees.

Other Occupants Authorized To Stay At Site:

Name: _____ Age: _____ Relationship: _____ Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____

RV Authorized To Park At Site:

Make _____ Type _____ Year _____ Condition _____
Color _____ Length _____ License Plate # _____ State _____ Vehicles

Authorized To Park At Site:

Vehicle #1: Make _____ Model _____ Year _____ License # _____ State _____
Vehicle #2: Make _____ Model _____ Year _____ License # _____ State _____

Additional Vehicles/Boats/Trailers Authorized To Park: (\$75 fee/month)

Vehicle #1: Make _____ Model _____ Year _____ License # _____ State _____

Emergency Contacts:

Name#1: _____ Relationship: _____ Phone: _____ 2nd Phone: _____
Name#2: _____ Relationship: _____ Phone: _____ 2nd Phone: _____

I have fully informed myself of the contents of this Agreement by reading it before signing. I understand that Brannnd R.V. Park & Storage is NOT a Mobile Home Park. My signature represents my total compliance with the terms set forth within this Agreement.

GUEST Date PARK Representative Date



Brand R.V. Storage Agreement

107 Central Ave.
Wiggins, CO 80654
(970)581-9909

THIS AGREEMENT, executed at Morgan County, Colorado, on this _____ day of _____, 20__, between _____ Brand R.V. Park & Storage, hereinafter called the OWNER, and the LESSEE/Occupant:

LESSEE/Occupant			Alternate Contact		
Name			Name		
Lot#	RORA address:		Relationship		
Mailing address			Street		
City	State	ZIP	City	State	Zip
Phone			Phone	Cell	
Vehicle Description: <input type="checkbox"/> Motor Home <input type="checkbox"/> 5 th Wheel <input type="checkbox"/> Bumper Pull <input type="checkbox"/> Pickup Camper <input type="checkbox"/> Popup Camper <input type="checkbox"/> Boat <input type="checkbox"/> Other _____					
Make	Year	Lic Plate No.	St	Length	Color
This is a monthly lease for storage From ___ / ___ /20___ To ___ / ___ /20___			The rent is due at the beginning of storage and each succeeding term on the first day of that term until terminated by either the Owner or the Lessee in writing.		Late Fee:\$5 per day Returned Check Fee: \$75
Monthly Storage Charge-term.....\$ ___				Total Due	
Other (describe) \$ ___					
No . .of MonthsExtended for:_____					

- PREMISES:** Owner hereby leases to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, vehicle storage space, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
- TERMS:** The term of the agreement shall commence on the date set forth above and continue on a period to period basis as noted above, provided, however, that the term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless and until occupant has removed his vehicle from the premises and has given written notice thereof to owner. OWNER may change Monthly Storage Charge by giving OCCUPANT a written notice at least 30 days prior to the effective date of the change. OWNER may terminate this agreement with or without cause at the end of any storage term, and OWNER may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice at least 24 hours prior to the termination date and upon refunding any unearned rental.
- RENTAL TERMS:** Although the typical rental term is monthly, the minimum is one day. All rent is payable in advance of the rental period.
- STATEMENTS/NOTICES:** It is expressly understood and agreed that the OWNER is not required to nor does send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. There will be a service charge for each dishonored check *and/or* for each rent payment paid 10 days or more after the date is due to defray clerical and administrative expenses which ordinarily result from such delinquencies. The amount of such service *and/or* administrative charge is posted in the rent schedule above. Such charge is due with out prior notice as additional rent.

Notwithstanding the service charge, time is of the essence and in the event any rental is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.

5. LIENS: OWNER has a lien on all vehicles stored in rented spaces as of the date the vehicle is brought to the premises, for rent, and/or other charges, present or future, reasonably incurred for its preservation, sale or disposal. If no payment has been received for thirty (30) days after the rental due date the OCCUPANT will be considered in default and access to the vehicle will be denied, the OWNER will also begin enforcement of OWNER'S lien, which includes entering the vehicle, advertising, selling and/or disposing at owners discretion. If any monthly installment is not made within the ten (10) day grace period as stated in article 4, (a) a late charge will be assessed in the amount stated above and/or (b) if any check given in payment is dishonored, a returned check charge will be assessed in the amount stated above.

The OWNER'S lien is superior to any other lien or security interest, except those which are perfected and recorded prior to date of this rental agreement in Colorado, in the name of the OCCUPANT, either in the County of the OCCUPANT'S "last known address" or in Morgan County, except any tax lien as provided by law and except those liens or security interests of whom the owner has knowledge through the occupant's written disclosure prior to this agreement.

6. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his/her initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all the terms and conditions of this agreement, and (b) the attached provisions of this agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility.

Initials

7. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the premises, and by placing his/her initials in the margin, acknowledges and agrees that the premises and the common areas are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas.

Initials

Initials for Special Exceptions or Conditions as stated above: R)

Lessee/Owner

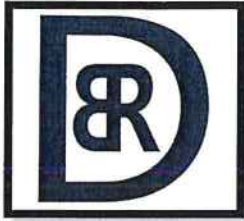
BY _____
(Owner's authorized representative)

X _____

8. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or property of any kind whatsoever and to whomsoever belonging, including OCCUPANT from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of owner or owner's agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation attorney fees) or obligation on account of arising out of any such injuries or losses however occurring, and OCCUPANT agrees that the OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$1 00. OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability Insurance covering the full Insurance value of goods or property stored on the premises. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored property.
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his property against all perils of whatsoever nature. OWNER shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANTS invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, hurricanes, rain, tornadoes, explosions, rodents, insects, civil disturbances, unlawful entry, acts of God or any cause whatsoever. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by the OCCUPANT.
9. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANTS personal property due to burglary, mysterious disappearance, fire, water damage, rodents and act of God. OCCUPANT agrees that property stored is at the sole risk of the OCCUPANT.
10. **JURY TRIAL WAIVER:** The OCCUPANT hereby agrees to waiver of jury trial and to have any lawsuit arising out of this agreement tried before a judge.
11. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all property stored within or on the space by OCCUPANT or located at the facility by anyone is at OCCUPANT'S sole risk. OCCUPANT acknowledges that OWNER does not take care, custody, control possession or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space or the contest thereof. OCCUPANT must take whatever steps he/she deems necessary to safeguard what is at the facility or in or on the space. OCCUPANT assumes full responsibility for who has the keys and access to the vehicle.
12. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost property or personal injury and costs including attorney's fees arising from occupants rent of the space or the facility or from any activity, work, or thing done, permitted or suffered by OCCUPANT in the space(s) or about the facility.
13. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company, for any claim for loss or damages against the OWNER.
14. **COMPLIANCE WITH LAW:** OCCUPANT shall not store in the premises any items which shall be in violation of any order or requirement imposed by an Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
15. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for storage purposes only as to those approved by OWNER, such as Motor Homes, Travel Trailers, Recreational Vehicles and Boats owned by the OCCUPANT, and for no other use. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments. The OCCUPANT acknowledges that he has read the rules and regulations that maybe attached hereto.
16. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the premises (a waste disposal facility is available for a separate fee). The OCCUPANT shall use the premises for any business or purpose in any manner deemed by the owner to be disreputable or hazardous. The storage of flammable, explosive or other inherently dangerous-material is prohibited. OCCUPANT shall take good care of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of the OCCUPANT or other person for whose acts OCCUPANT is responsible.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of on or in the premises by OCCUPANT, OCCUPANTS AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of on or in the premises, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the owner from any and all claims, damages, fines judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by OCCUPANT. Without limitations of the foregoing, if OCCUPANT cause or permits the presence of any hazardous substance on the premises and that results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises
17. **KEYS:** It is recommended the OCCUPANT provide, at OCCUPANTS own expense, a duplicate key to allow OWNER, or OWNER'S AGENTS access In the event of emergency. Should any governmental authority so require, the OCCUPANT will provide OWNER with a key to all locks at all times. If OCCUPANT changes locks or fails to provide OWNER the correct key, OWNER has the right, as they deem necessary, to remove such lock by cutting or any other means. OWNER shall not be held liable for replacement of any lock that is damaged by forced entry by the OWNER or any authorized governmental agency.
18. **ABANDONMENT OF OCCUPANT'S PROPERTY:** Any property which shall remain on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or dispose of in such manner as OWNER may see fit If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
19. **OWNER'S RIGHT OF ENTRY; SALE OF CONTENTS:** The Colorado Self-Service Storage Facility Act gives the OWNER a lien upon all personal property, whether or not owned by the OCCUPANT, located at the self-storage facility for rent, labor or other charges. In case any rent shall be due and unpaid, or OCCUPANT shall default in any of the covenants including but not limited to anyone or more of the following: a) terminate this rental agreement b) affix OWNER'S lock to the door of the OCCUPANT'S premises; c) seize and take possession of the unit and any personal property therein, after written notice to OCCUPANT, if rent and expenses of OWNER are not paid; d) sell the property at a public or private sale, for payment of the rent and expenses related to said action, and hold any remaining proceeds on behalf of OCCUPANT; and/or e) exercise any other right of OWNER under the Colorado Self-Service Storage Facility Act or any other law of the State of Colorado. OWNER'S expenses shall include all expenses relating to taking possession and sale of the property, including reasonable attorney's fees. Any notice given pursuant to this section shall be presumed delivered when deposited with the United States Postal Service, certified mail addressed to the last known address of the OCCUPANT. Advertisement of a sale, if utilized, shall be once a week for two (2) consecutive weeks in a newspaper of general circulation in the County where the facility is located. Any sale may be before or after the contents of the unit is opened, at the election of the OWNER, and OWNER shall not have any responsibility for determining the contents of the unit or the valued of such contents. Occupant acknowledges that a sale of the contents on a bid basis where the bidders have not seen the contents of the unit is a fair and equitable disposition of the contents of the unit under this article. Occupant agrees that owner and owner's agents and other

representatives shall have the right to enter into and upon the unit, or any part thereof, at all reasonable hours for the purpose of examining the contents of the unit, or making such repairs or alterations to the premises as necessary. Owner shall promptly notify occupant by certified mail, either before or after entry, so that occupant may appear at the self-storage facility office and inspect the unit.

20. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and OCCUPANT hereby acknowledges, as proved in article 7 on the attached, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreement of understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
21. **ACCEPTANCE OF PAYMENT OF RENT:** In the event of a default by the OCCUPANT, OCCUPANT agrees that (a) the lender Of the rental by OCCUPANT and the acceptances thereof by OWNER, if not the full amount due, or (b) the allowing of OCCUPANT to remove his personal property from the premises, after the delivery of a preliminary lien notice pursuant to applicable Colorado State Statutes or during the pendency of an unlawful detainer action, shall not constitute a waiver of the preliminary lien notice, the notice of termination nor shall it reinstate the terms and provision of the Rental Agreement.
22. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.
23. **WAIVER:** The waiver by either party of any breach of any term, covenants or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
24. **ATTORNEY'S FEES AND COSTS:** In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement of OCCUPANT, OCCUPANT shall pay owner's reasonable attorneys' fees, costs and expenses.
25. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
26. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
27. **CONSTRUCTION:** This agreement has been reviewed and negotiated and its terms and provisions explained to OCCUPANT. Accordingly, this agreement shall not be construed for or against either OWNER or OCCUPANT.
28. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this storage agreement are held to be unenforceable, invalid, void or illegal, by any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
29. **NOTICES:** OCCUPANT agrees to give prompt written notice to owner of any change in OCCUPANT'S address. Said written notice shall be mailed to:
 - a. Ranch of the Rockies Association, 492 Ranch Rd, Hartsel, Colorado 80449.
30. **ELECTRICITY:** In the event there is an electrical outlet with the leased or rented space, the OCCUPANT is cautioned that the power to the electrical circuit may be Turned on or off at the option of the OWNER. Accordingly, the OCCUPANT is required to turn off all lights and disconnect any powered appliance before leaving the rented space. if continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the manager for its use. If such an arrangement is made, the OWNER assumes no liability resulting from the failure, regardless of the source of failure of the power supply.
31. **VALUE LIMIT:** OCCUPANT agrees not to store property with a total value in excess of \$500,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANTS property shall be deemed not to exceed \$500,000.00. OCCUPANT further agrees that the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a stored unit, is \$5000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S property, regardless of cause.
32. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles; heirlooms, jewelry, works of art or any property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT stored property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.



Brannnd R·V Park & Storage

107 Central Ave· Wiggins, CO 80654

970-581-9909

The undersigned acknowledges that they have read and received a copy of Brannnd R·V· Park & Storage rules and regulations·

The undersigned also agrees to display an issued parking permit on each vehicle parked on Brannnd property and will be subject to being towed at vehicle owners' expense if not displayed·

When entering or exiting the park DO NOT allow vehicles to enter by following you· Each vehicle must enter using issued pin code or remote· This will help keep the park secure and safe for all guests·

Gate remotes: # _____

Vehicle Parking Permits: # _____

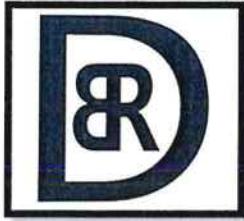
Guest Parking Permits: # _____

I acknowledge that I have received the above items and understand that all remotes and permits will be returned in good working condition·

Signature

Date

Print Name



SITE RULES

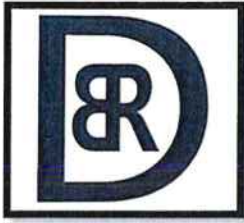
- Observe and obey all posted signs throughout the resort and adjacent property.
- Please respect guest's privacy by not walking through occupied sites.
- All waste disposal hookups must be sealed with all hoses and connections free of leaks.
- Trash pick-up at site is once a week. Please do NOT set trash out overnight. No large or bulk items.
- Please keep your campsite area neat and organized.
- ONLY one recreational vehicle per site.
- ONLY 2 cars per site. All vehicles including golf carts must fit on the concrete pad.
- Maximum of 4 persons per site and no more than 4 adults per site.
- No motorized vehicles on the grass.
- Propane: If you would like your tanks filled, please put them at the end of your site by 10:00 A.M. with your name and site number. We will fill them, return them and charge your card on file.

OUTDOOR LIVING SPACE:

- Only customary outdoor patio/lawn furniture and accessories may be left outside.
- Please do not remove picnic tables from their sites without resort approval.
- Please close awnings, canopies and umbrellas when RV is unattended. Strong winds can cause serious damage or loss of property.

ALLOWED/OK:

- Outdoor Patio Furniture



- One (1) golf cart
- Traditional Grill
- Kayaks/Paddleboards

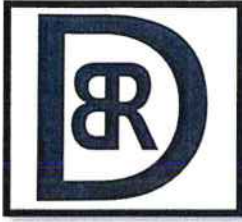
PROHIBITED/DON'TS:

- Tents or Tarps
- Pools, Hot Tubs
- Perimeter fencing/pet fences or pet pens
- Clotheslines
- Indoor Furniture
- Open Trailers
- Affixing to Trees
- No ATV's/ Minibikes/ Go Carts or Side by Sides
- Drones/ remote controlled toys
- Fireworks/firearms/bow and arrows/ pellet guns
- Hazardous materials

Park personnel will periodically inspect sites to assure compliance with resort rules.

RV POLICY

- All recreational vehicles must be currently registered and maintained in good condition and in running order.
- Brand RV Park must approve any RV 15 years and older prior to making reservations.
- No RV deemed to be in "poor" condition (e.g., broken or cracked windows, flat tires, rusted, badly dented, or in need of paint) will be allowed in the RV Resort.

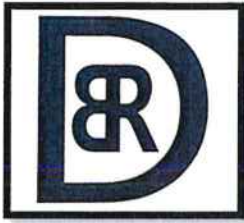


- Approved recreational vehicles include: Class A, Class B and Class C Motorhomes, Fifth wheels, hard sided Travel Trailers, Pop up Trailers and Toy Haulers.
- All RV's must be leveled and supported with the proper equipment

VEHICLE POLICY

- Management is not responsible for damage, injury, or loss to either person or property. The owner/management of Brannnd RV Park absolve themselves from all liability and responsibility pertaining to loss by fire, theft, weather, acts of God, property damage, accident or any other cause whatsoever, and guest agree to save, protect and hold harmless Brannnd RV Park LLC.
- Automobiles and RV's must park in designated parking areas. TWO (2) motorized vehicles/ or TWO (2) motorcycles are allowed per site; the vehicle(s) may not infringe on adjacent sites or grass areas.
- RV's, automobiles and motorcycles must be currently registered, in good running order and operated by a licensed driver. Issues such as flat tires, dead battery, leaks, broken windows or is deemed to be in general poor condition, including exterior, may not be parked with the RV Park.
- All vehicle repairs, maintenance (e.g., oil changes, lubes, etc.), and washing RVs are prohibited.
- Golf carts are allowed to be operated only by licensed drivers and all passengers must be safely seated at all times.
- All posted traffic signs must be obeyed, and the posted speed limit is 5 mph and is strictly enforced.
- No boat, utility, storage or auto trailers may be parked in the RV Resort without RV Resort approval. Vehicles in violation of these rules will be towed at the owners' expense.
- ATV's, Side-by-Side's, Minibikes are prohibited from resort premises.

CUSTOMER RESPONSIBILITY

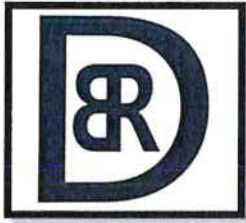


- Any customer or guest destroying/damaging park or other customer's property will be required to make restitution. If your RV has an electrical problem creating a problem with the park electric and a certified electrician has to be called, you will be responsible for the cost of the electrician's service call and damages.
- Brannd RV Park shall provide utility hook-ups at the site for sewer, water and electrical service. Guests shall not make any alteration to the electric, water or sewer connections provided by the Resort.
- The Parks responsibility shall extend only to the point of connection and the Park shall not have any responsibility for the condition or functioning of any pipes, conduits or wires from such point of connection to the guest's RV. Wastewater must be disposed of properly, no dumping on the ground. Please use the appropriate sewer connection.
- Brannd RV Park reserves the right to disconnect utilities in order that repair, alterations or additions may be made. Guests will be notified, when possible, of any planned utility system shutdown.
- Brannd RV Park shall not be responsible for any loss suffered by any guest from planned or emergency shutdowns.
-

PARKING

- There can be no parking on any street per the Fire Marshal.
- Any vehicle (car, golf cart, watercraft, etc.) parked illegally is subject to being towed (at owner's expense), and/or locked and fined \$50.

CHILDREN



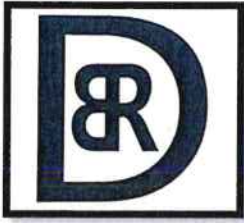
Parents are responsible for the whereabouts, safety and conduct of their children so keep an eye on them please. All minors must always have adult supervision.

WHEELED TOYS

Bicycles/skateboards/roller skates must be operated with extreme caution and adult must supervise minors while operating on premises.

CODE OF CONDUCT & POLICIES

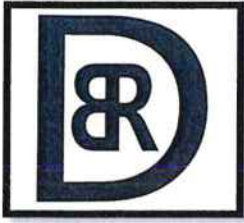
- As our guests, please observe the following rules and most importantly, let us be reminded of the Golden Rule: "Do unto others as you would have them do unto you."
- Smoking (Strict Enforcement) permitted at individual sites only. No smoking in any common areas.
- All guests should be courteous to other guests; ensuring noise levels are acceptable even during the day. Loud music is not permitted at any time. RV owners shall be responsible for the conduct of their family members, guests and/or visitors while at Brann RV Park. RV owners, their family members, guests or visitors who create a disturbance or behave in a manner that constitutes a threat or substantial nuisance to other RV Park guests will not be allowed to remain on the property.
- Quiet time is 10:00 p.m. to 8:00 a.m. No motorcycles, diesel vehicles or other vehicles with louder than normal exhaust may be operated inside the RV Park during this time.
- No generators may be used in the RV Park.



- Please place trash in plastic bags and dispose of garbage in the resort provided dumpsters and do not throw personal garbage in restrooms, laundry, clubhouse or other facility trashcans.
- Please do not tamper with the landscaping, electric or plumbing systems.
- No soliciting, peddling, loitering, trespassing or trading allowed on the park.
- No criminal or drug related activity in or near the Park will be tolerated.

PET RULES

- Pets are welcome and must be kept on a leash or confined to the RV owner's site at all times. (This is a State Law.) Up to two (2) pets, subject to approval, per site.
- We do not allow any pens, fences or kennels in the park.
- Please do not leave your pets unattended or exposed to the environment.
- All pet waste is to be cleaned up as soon as deposited, including the RV owner's site. This is a health issue and if you do not comply you will be asked to vacate the Park.
- We prohibit breeds as having aggressive or unfriendly behavior to both dogs/cats and humans.
- Pets must be on leashes (maximum 12') when outside of RV's.
- Pets must be accompanied by an adult (over 12) when outside of the RV. No animal is to be left outside the RV when the RV owner is away from the site.
- Service animals of any breed are welcome however these animals may not exhibit aggressive behavior.
- Aggressive or barking dogs will not be allowed to remain at the Park.
- The pet owner is solely responsible for any damage done to persons or property by the pet.
- Only pets that belong to registered RV guests are allowed on property.
- Wildlife/farm animals are not considered pets and not allowed.



FIRE SAFETY

- Fire safety is of the utmost importance at the RV Park. No campfires are allowed in the Resort. A fire extinguisher must be available in the RV.
- Allowed: LP Gas for BBQ's, fire pits (contained with screen) or heaters. When not in use, such equipment must be placed back in storage.
- Prohibited: Open flame equipment (not allowed)
- All posted signs regarding health, safety, ordinance and law must be observed and are strictly enforced.
- All public laws and ordinances shall be obeyed within the RV Park. The RV owner will notify management should it be necessary.

DAMAGES

- The Guest is responsible for all damage or destruction of property, and any injury to persons, caused by the guest or his or her family, visitor or pets.
- Brannnd RV Park reserves the right to charge guests accordingly for any damage they cause to the grounds and/or Resort facilities, including but not limited to broken waterlines, damaged/missing sewer connections, cable lines, landscaping, and excessive debris (bottle caps, zip ties, cigarette butts etc).

Management is not responsible for damage, injury, or loss to either person or property. The owner/management of Blue Water Resort absolve themselves from all liability and responsibility pertaining to loss by fire, theft, weather, acts of God, property damage, accident or any other cause whatsoever, and guest agree to save, protect and hold harmless Brannnd RV Park LLC. and any associates from all such liability.