



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, August 16, 2022 6:00 PM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

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

Public participation for this meeting will be in person in the City Council Chambers, and the meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer>.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. In order to allow time to book this resource, please email planningmail@ci.montrose.co.us at least three days before the meeting.

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- 1) City Council meeting called to order by Mayor Dave Frank
 - 2) The Pledge of Allegiance
 - 3) Roll call by the City Clerk
 - 4) Changes to the agenda including additions and deletions
 - 5) Mexican American Development Association Day Proclamation **5**
 - 6) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

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

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

Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any “disorderly conduct” which violates state or local law and shall not be permitted.

7) CONSENT AGENDA (5 minutes)

A. City Council consideration of the minutes of the August 2, 2022 regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo* **6-10**

B. City Council consideration of an application for a Special Events Permit to sell and serve alcohol in conjunction with the closure of N. Sixth Street, and Ute Avenue for the MADA 50th Anniversary Fiesta on Saturday, August 20, 2022. *Staff: City Clerk Lisa DelPiccolo* **11-12**

C. City Council consideration of an application for a Special Events Permit to sell and serve alcohol in conjunction with the closure of N. Uncompahgre Avenue for the Greater Montrose Chamber of Commerce Business After Hours Block 93 event on Thursday, August 25, 2022. *Staff: City Clerk Lisa DelPiccolo* **13-14**

Action: Consider making a motion to approve the consent agenda as presented.

8) NEW LODGING AND ENTERTAINMENT LIQUOR LICENSE APPLICATION
(10 minutes)

City Council consideration of an application for a new Lodging and Entertainment liquor license at 1842 S. Townsend Avenue for Hand Crafted Light, Inc., d.b.a. Bluecorn Cafe, for consumption on the licensed premises. *Staff: City Attorney Ben Morris* **15-18**

Action: Hold a hearing. Consider making a motion to approve a new Lodging and Entertainment liquor license at 1842 S. Townsend Avenue for Hand Crafted Light, Inc., d.b.a Bluecorn Cafe as presented.

9) BREW PUB LIQUOR LICENSE TRANSFER APPLICATION (10 minutes)

City Council consideration of the transfer of a Brew Pub liquor license at 147 N. First Street from Two Rascals Brewing Company LLC, d.b.a Two Rascals Brewing Company, to Silver Basin Brewing LLC, d.b.a. Silver Basin Brewing for consumption on the licensed premises and to sell malt liquor beverages manufactured on the licensed premises and packaged in sealed containers for consumption off of the licensed premises. *Staff: Assistant City Attorney Chris Dowsey* **19-22**

Action: Accept public comment. Consider making a motion to approve the transfer of a Brew Pub liquor license at 147 N. First Street from Two Rascals Brewing Company LLC, d.b.a Two Rascals Brewing Company, to Silver Basin Brewing LLC, d.b.a. Silver Basin Brewing as presented.

10) ORDINANCE 2593 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2593 on second reading, an Ordinance of the City of Montrose, Colorado, delegating authority to the Board of Directors of the Montrose Emergency Telephone Service Authority to set the rate of the charge imposed on service users pursuant to C.R.S. §§ 29-11-102, 102.5 and 103. *Staff: City Attorney Ben Morris* **23-25**



Action: Accept public comment. Consider making a motion to adopt Ordinance 2593 on second reading as presented

11) AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT FOR BLACK CANYON BOYS & GIRLS CLUB (15 minutes)

City Council consideration of a request to amend the agreement between the City of Montrose and DOLA concerning the Community Development Block Grant award for Black Canyon Boys & Girls Club's construction of a new facility to reflect the revised project. *Staff: Community Engagement Specialist Ross Valdez* **26-29**

Action: Accept public comment. Consider making a motion to request an amended agreement with DOLA for the Community Develop Block Grant Program award to project 20-508 Montrose Boys and Girls Club Facility Construction.

12) THE HUB AT MONTROSE CROSSING AMENDED DEVELOPMENT AGREEMENT (15 minutes)

City Council consideration of an amended development agreement with 1890 Homestead, LLC to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose. *Staff: City Manager William Bell* **30-50**

Action: Accept public comment. Consider making a motion to enter into an amended development agreement with 1890 Homestead, LLC to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose as presented.

13) WATERFALL CANYON SUBDIVISION FILING NO. 6 FINAL PLAT (10 minutes)

City Council consideration of the Waterfall Canyon Subdivision Filing No. 6 Final Plat to create 44 residential lots, and associated rights of way and easements. *Staff: Planner II William Reis* **51-57**

Action: Accept public comment. Consider making a motion to approve the Waterfall Canyon Subdivision Filing No. 6 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and Municipal Code provisions are met and that the applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

14) STAFF REPORTS

- A) Sales, Use, and Excise Tax Report (5 minutes)
Staff: Finance Director Shani Wittenberg **58-63**
- B) Second Quarter Budget Review (5 minutes)
Staff: Finance Director Shani Wittenberg **64-71**



15) CITY COUNCIL COMMENTS

16) MOTION TO ADJOURN



PROCLAMATION

Mexican American Development Association Day August 20, 2022

WHEREAS, MADA is a nonprofit organization that was built and formed by the Tortilla Flats community in 1972 as a grassroots organization. The efforts were led by Father Walter Smigiel, a Catholic priest who was active in the civil rights movement and worked with minority groups across the country; and

WHEREAS, with over 50 years of service to the Montrose community, MADA has a heavy focus on families in need and elders. Being one of the oldest civil rights advocacy organizations in Western Colorado, MADA has recently refocused on meeting the needs of the community to serve in a meaningful way and build off of the many years of dedicated service to those in need; and

WHEREAS, the MADA facility is a constant location for camaraderie and support to Montrose, a gathering place to build a sense of community, a foundation for nonprofits to thrive and succeed, and as a welcome place to bring services directly to the community.

NOW, THEREFORE, we, the City Council of the City of Montrose, Colorado, do hereby proclaim August 20, 2022, as

Mexican American Development Association Day

in the City of Montrose and encourage citizens to join in celebrating the 50th anniversary of this important community asset.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Montrose, this 16th day of August, 2022.

Dave Frank, Mayor
City of Montrose

A regular meeting of the Montrose City Council was held on Tuesday, August 2, 2022, at 6:00 p.m. in the City Council Chambers of the Elks Civic Building. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Dave Frank, Barbara Bynum, Doug Glaspell, J. David Reed, Ed Ulibarri, Bill Bell, Ben Morris, Ann Morgenthauer, Chris Dowsey, Blaine Hall, Matt Goetsch, Greg Story, Lisa DelPiccolo, Ross Valdez, William Reis, Scott Murphy, Chantelle Bainbridge, Jace Hochwalt, Jim Scheid, Matt Magliaro

GUESTS: Paul Gottlieb, Gunnison Clamp, Garret Smith

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

CALL FOR PUBLIC COMMENT

No comments were received.

APPROVAL OF MINUTES

City Council considered the minutes of the July 19, 2022, regular City Council meeting.

A motion was made by Doug Glaspell, seconded by J. David Reed, to approve the minutes of the July 19, 2022, regular City Council meeting as presented. All voted yes. Motion passed.

SPECIAL EVENTS ALCOHOL PERMIT

City Council considered the approval of a Special Events alcohol permit in conjunction with the closure of Apollo Road for FUNC Fest on August 13, 2022.

City Clerk Lisa DelPiccolo reported that Black Canyon Rotary Club applied for a Special Events alcohol permit for FUNC Fest on Saturday, August 13 in Riverbottom Park. Ms. DelPiccolo stated that the licensed premises include a portion of Apollo Road within the Park.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Barbara Bynum, to approve a Special Events alcohol permit in conjunction with the closure of Apollo Road for FUNC Fest on August 13, 2022, as presented. All voted yes. Motion passed.

ORDINANCE 2593 – FIRST READING

City Council considered Ordinance 2593 on first reading, an Ordinance of the City of Montrose, Colorado, delegating authority to the Board of Directors of the Montrose Emergency Telephone Service Authority to set the rate of the charge imposed on service users pursuant to C.R.S. §§ 29-11-102, 102.5 and 103. A hearing was held.

City Councilor J. David Reed stated that he serves as general counsel for METSA and recused himself from this agenda item. Mr. Reed left the City Council Chambers at 6:04 p.m.

City Attorney Ben Morris reviewed the options to set a fee annually or adopt an ordinance that permanently delegates the authority to the METSA Board of Directors. Mr. Morris stated that Ordinance 2593 delegates the authority to the METSA Board.

METSA 911 Systems Director Matt Goetsch said that the emergency telephone service charge of \$1.81 is assessed to all land lines and cell phones. The assessment funds 911 service for all residents and visitors and provides funding for the WestCO Dispatch Center. Police Chief Blaine Hall represents the City of Montrose on the METSA Board of Directors.

Mayor Dave Frank opened the hearing.

Public comment was accepted. No comments were received.

Mayor Frank closed the hearing.

A motion was made by Barbara Bynum, seconded by Doug Glaspell, to pass Ordinance 2593 on first reading as presented. All present voted yes. Motion passed.

Mr. Reed rejoined the meeting at 6:09.

RESOLUTION 2022-12

City Council considered Resolution 2022-12 authorizing the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant for two victim advocate positions through the 7th Judicial District Victims Assistance Board for the total of \$48,080, authorizing the Chief of Police to act in connection with the application and to provide such additional information as required, and authorizing the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents.

Police Chief Blaine Hall reported a significant increase in the number of victims who receive victim advocate services due to legislative changes, including a requirement to provide services on weekends. Chief Hall said that because of these changes, the Montrose Police Department is

requesting a second victim advocate position funded through the VALE and VOCA grant programs.

Victim Advocate Chantelle Bainbridge confirmed that the number of victims has increased significantly within the past year and said that statewide legislation added crime categories to the list of service requirements.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Barbara Bynum, to adopt Resolution 2022-12 as presented. All voted yes. Motion passed.

CITY OF MONTROSE HOUSING NEEDS ASSESSMENT CONTRACT AWARD

City Council considered the award of a professional services agreement to Points Consulting in the amount of \$48,890.00 for completion of a City of Montrose Housing Needs Assessment.

Community Engagement Specialist Ross Valdez reported that the City previously applied for a DOLA Innovative Housing Strategies Planning Grant and was awarded \$114,000.00 with a matching contribution of 40 percent up to \$76,000.00. Mr. Valdez reviewed the RFP process and said that four proposals were received with Points Consulting receiving the highest rating. Mr. Valdez stated that the Housing Needs Assessment will be completed by March of 2023 and will include demographic information.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Ed Ulibarri, to award a professional services agreement to Points Consulting in the amount of \$48,890.00 for completion of a City of Montrose Housing Needs Assessment as presented. All voted yes. Motion passed.

WATER RESOURCE INVENTORY AND MASTER PLAN PROFESSIONAL SERVICES CONTRACT

City Council considered a professional services contract award to LRE Water in the amount of \$75,000.00 for completion of a water resource inventory and master plan.

City Engineer Scott Murphy provided an overview of a project to compile comprehensive water planning into a single master plan document. Mr. Murphy stated that the plan would be used as a tool to guide responsible development. The project will include public outreach. Mr. Murphy said the project was originally planned for completion in 2022 but will carry over into 2023.

Public comment was accepted. No comments were received.

City Attorney Ben Morris reported that a comprehensive water study was conducted many years ago and he would share an audio recording of the presentation.

A motion was made by Ed Ulibarri, seconded by J. David Reed, to award a professional services contract to LRE Water in the amount of \$75,000.00 for completion of a water resource inventory and master plan as presented. All voted yes. Motion passed.

CEDAR CREEK TOWNHOMES SUBDIVISION PRELIMINARY PLAT

City Council considered the Cedar Creek Townhomes Subdivision Preliminary Plat.

Planner II William Reis reviewed the location of the parcel on Cedar Creek Avenue south of the San Juan Bypass. Mr. Reis stated that the .03 acres is currently a vacant lot with five assigned addresses. The current zoning designation of R-4, High Density District, allows multifamily residential structures. Mr. Reis said the proposal is for a five townhome subplot subdivision contained within a parent parcel and including additional common elements. Mr. Reis reviewed the zoning of the surrounding area as well as the subdivision process and review standards.

Mr. Reis stated that the proposal is in compliance with subdivision regulations and the Comprehensive Plan and meets the intent of the zoning designation. Mr. Reis recommended approval with the standard condition. The Planning Commission recommended approval on July 13, 2022.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Barbara Bynum, to approve the Cedar Creek Townhomes Subdivision Preliminary Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances, and Municipal Code provisions are met, and that the Applicant adequately addresses all of staff's concerns prior to execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied. All voted yes. Motion passed.

STAFF REPORTS

Introduction of New Planning Manager: Deputy City Manager Ann Morgenthaler introduced Planning Manager Jace Hochwalt. Ms. Morgenthaler stated that Mr. Hochwalt will be attending City Council meetings as a department head. Mr. Hochwalt said he comes to the City of Montrose after serving as a senior planner in Grand Junction.

Denver Recovery Group Open House: Community Engagement Specialist Ross Valdez reported that the Denver Recovery Group will host an open house from 11:00 a.m. until 2:00 p.m. on Friday, August 5, at 130 N. Park Avenue.

CITY COUNCIL COMMENTS

Mayor Dave Frank reported that City Councilors will be at the Montrose Farmers Market on Saturday, August 6, to meet and greet the public.

City Councilor Doug Glaspell invited the community to the annual FUNC Fest event on Saturday, August 13, in Riverbottom park.

MOTION TO ADJOURN

At 6:39 p.m., a motion was made by J. David Reed to adjourn the meeting with no further action taken.

ATTEST:

David Frank, Mayor

Lisa DelPiccolo, City Clerk

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| ☐ Social | ☐ Athletic | ☒ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB Type of Special Event Applicant is Applying for: 2110 ☒ Malt, Vinous And Spirituous Liquor Fee: \$100.00 per event 2170 ☒ Fermented Malt Beverage Payable to the City of Montrose	DO NOT WRITE IN THIS SPACE Liquor Permit Number
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1. Name of Applicant Organization or Political Candidate MADA- Mexican American Developmental Assoc	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (Include street, city/town and ZIP) 17 N. 6th St Montrose, CO 81401	3. Address of Place to Have Special Event (Include street, city/town and ZIP) 17 N. 6th St, N. 6th + La Raza Park.
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4. Authorized Representative of Qualifying Organization or Political Candidate Bethany Maher	Date of Birth	Phone Number
Authorized Representative's Mailing Address (if different than address provided in Question 2.) Montrose CO 81401		

5. Event Manager Bethany Maher	Date of Birth	Phone Number
Event Manager Home Address (Street, City, State, ZIP) same as above		Email Address of Event Manager director@montrosemada.org

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? ☒ No ☐ Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? ☐ No ☒ Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
8/20/22															
		11 a.m.	8 p.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature Bethany Maher	Title Director	Date 7/2/22
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)



Application for a Special Events Permit

Departmental Use Only

RECEIVED JUL 11 2022

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| ☒ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 ☒ Malt, Vinous And Spirituous Liquor	Fee: \$100.00 per event	Liquor Permit Number
2170 ☐ Fermented Malt Beverage	Payable to the City of Montrose	

1. Name of Applicant Organization or Political Candidate

Greater Montrose Chamber of Commerce

State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

PO Box 3217
Montrose CO 81402
1245 E main st Montrose CO 81401

3. Address of Place to Have Special Event (include street, city/town and ZIP)

4. Authorized Representative of Qualifying Organization or Political Candidate

Megan Wilson

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

25 N Cascade Ave Montrose CO 81401

5. Event Manager

Megan Wilson

Date of Birth

Phone Number

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

meganwilson@shelterinsurance.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 8/25/22	Date	Date	Date	Date
Hours From 5:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 7:30 p.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Megan Wilson

Title

President Elect

Date

7/5/22

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)

Parking lot

San Juan Construction

Side Walk

Band Set Up

Table

Table

Table

Nth / 1st St
Closed for Event

Nth Cascade
Table

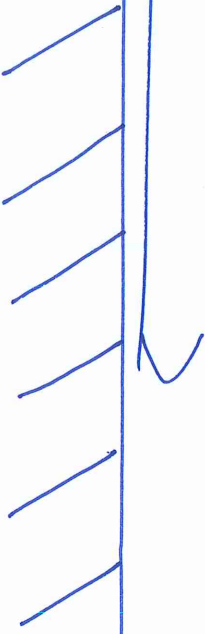
Table

Closed for Event



Side walk

Nth Cascade



Main St

Mosaic Shelter Ins Kilbines Vacant Twisted Ginger

The Hive
Neel Bar Jack the Clutter KUNF
Radio

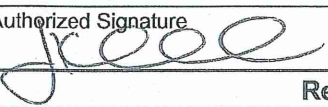
Double barrel

Alley Bk 93

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Name	Type of License	Account Number																		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒ 8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ If you answered yes to 8a, b or c, explain in detail on a separate sheet. 9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒ 10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____ 11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ 12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ 13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☒ 13 b. Are you a Colorado resident? ☒ ☐ 14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒ 15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Landlord 1842 Townsend Ave LLC</td> <td style="width: 40%;">Tenant Hand Crafted Light, Inc</td> <td style="width: 20%;">Expires Dec. 2031</td> </tr> </table> b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒ c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". 16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Last Name</td> <td style="width: 20%;">First Name</td> <td style="width: 15%;">Date of Birth</td> <td style="width: 20%;">FEIN or SSN</td> <td style="width: 15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. 17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒ Number of additional Optional Premise areas requested. (See license fee chart) 18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. 19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒ If "yes" a copy of license must be attached.			Landlord 1842 Townsend Ave LLC	Tenant Hand Crafted Light, Inc	Expires Dec. 2031	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord 1842 Townsend Ave LLC	Tenant Hand Crafted Light, Inc	Expires Dec. 2031																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes ☐ No ☒		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes ☐ No ☒		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		☐ ☒		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		☐ ☒		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		☐ ☒		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
Kornbluh		Jon		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes ☐ No ☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:		☐ ☒		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes ☐ No ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Jon Kornbluh	250 S. Laura St. CO		CEO/owner	30
Quincy Faison	1775 Lakeshore Circle Westin, FL		owner	19
Jeff Roschman	2511 Del Lago, Fort Lauderdale FL 33316		owner	51
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Jon Kornbluh owner / CEO		Date 3/1/2022
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority July 13, 2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 16, 2022		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☒
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐ ☒
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☒
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County	
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Colorado Liquor Retail License Application

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only ☐ Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Silver Basin Brewing LLC			FEIN Number 88-1139736
2a. Trade Name of Establishment (DBA) Silver Basin Brewing		State Sales Tax Number 95217256	Business Telephone (970) 249-8689
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 147 N 1st St			
City Montrose	County Montrose	State CO	ZIP Code 81401
4. Mailing Address (Number and Street) PO Box 205	City or Town Ouray	State CO	ZIP Code 81427
5. Email Address shauna@silverbasinbrewing.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) Two Rascals Brewing Co	Present State License Number 03-09005	Present Class of License Brew Pub (City)	Present Expiration Date 12/18/22
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License.....\$1,100.00 ☐ Application Fee for New License w/Concurrent Review.....\$1,200.00 ☒ Application Fee for Transfer.....\$1,100.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R.....\$75.00 ☐ Manager Registration - Tavern.....\$75.00 ☐ Manager Registration - Lodging & Entertainment.....\$75.00 ☐ Manager Registration - Campus Liquor Complex.....\$75.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County).....\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County).....\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County).....\$500.00 ☐ Related Facility - Campus Liquor Complex (City).....\$160.00 ☐ Related Facility - Campus Liquor Complex (County).....\$160.00 ☐ Related Facility - Campus Liquor Complex (State).....\$160.00 ☐ Retail Gaming Tavern License (City).....\$500.00 ☐ Retail Gaming Tavern License (County).....\$500.00 ☐ Retail Liquor Store License-Additional (City).....\$227.50 ☐ Retail Liquor Store License-Additional (County).....\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County).....\$312.50 ☐ Tavern License (City).....\$500.00 ☐ Tavern License (County).....\$500.00 ☐ Vintners Restaurant License (City).....\$750.00 ☐ Vintners Restaurant License (County).....\$750.00	
Section B Liquor License Fees* ☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex\$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area.....\$75.00 ☐ Arts License (City).....\$308.75 ☐ Arts License (County).....\$308.75 ☐ Beer and Wine License (City).....\$351.25 ☐ Beer and Wine License (County).....\$436.25 ☒ Brew Pub License (City).....\$750.00 ☐ Brew Pub License (County).....\$750.00 ☐ Campus Liquor Complex (City).....\$500.00 ☐ Campus Liquor Complex (County).....\$500.00 ☐ Campus Liquor Complex (State).....\$500.00 ☐ Club License (City).....\$308.75 ☐ Club License (County).....\$308.75 ☐ Distillery Pub License (City).....\$750.00 ☐ Distillery Pub License (County).....\$750.00 ☐ Hotel and Restaurant License (City).....\$500.00 ☐ Hotel and Restaurant License (County).....\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City).....\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City).....\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name	Type of License	Account Number																							
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒ 8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): ☐ ☒ a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ If you answered yes to 8a, b or c, explain in detail on a separate sheet. 9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒ 10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☒ Other: _____ 11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ 12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ 13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☒ 13 b. Are you a Colorado resident? ☒ ☐ 14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☒ ☐ <i>See Attached</i> 15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) <u>Martin & Sarah Sprang, JTRos</u> a. If leased, list name of landlord and tenant, and date of expiration, <u>exactly</u> as they appear on the lease: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord <u>Martin & Sarah Sprang</u></td> <td style="width:40%;">Tenant <u>Silver Basin Brewing, LLC</u></td> <td style="width:20%;">Expires <u>1/31/2024</u></td> </tr> </table> b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒ c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". 16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Last Name</td> <td style="width:25%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:20%;">FEIN or SSN</td> <td style="width:15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Last Name</td> <td>First Name</td> <td>Date of Birth</td> <td>FEIN or SSN</td> <td>Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. 17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒ Number of additional Optional Premise areas requested. (See license fee chart) 18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. 19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: ☐ ☒ a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒ If "yes" a copy of license must be attached.			Landlord <u>Martin & Sarah Sprang</u>	Tenant <u>Silver Basin Brewing, LLC</u>	Expires <u>1/31/2024</u>	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage						Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage					
Landlord <u>Martin & Sarah Sprang</u>	Tenant <u>Silver Basin Brewing, LLC</u>	Expires <u>1/31/2024</u>																							
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																					

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☒		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☒		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☒		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	In Process ☒ ☐			
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	☐	☒		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	☐	☒		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
Mikelich	Shauna			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
	☐	☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	☐	☒		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	Position	%Owned	
Shauna Mikelich	87 Whichway, Ridgway, CO	Owner/member	40	
Name	Home Address, City & State	Position	%Owned	
Robert Ross	87 Which Wy, Ridgway, CO	Owner/member	40	
Name	Home Address, City & State	Position	%Owned	
Daniel Richards	46 Cedar Ln, West, Ridgway, CO	Owner/member	20	
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Shauna Maree Mikelich		Date 5/10/22
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority June 2, 2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 16, 2022		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes ☐ No ☒
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				Yes ☐ No ☒
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes ☐ No ☒
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		☐ Town, City ☐ County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

ORDINANCE NO. 2593

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, DELEGATING AUTHORITY TO THE BOARD OF DIRECTORS OF THE MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY TO SET THE RATE OF THE CHARGE IMPOSED ON SERVICE USERS PURSUANT TO C.R.S. §§ 29-11-102, 102.5 AND 103

WHEREAS, on February 1, 1988, the Board of County Commissioners of the County of Montrose, Colorado, a body politic and corporate ("Montrose County"), the City of Montrose, Colorado, a municipal corporation, the Town of Olathe, Colorado, a municipal corporation ("Olathe"), the Montrose Fire Protection District, a political subdivision of the State of Colorado ("MFPD"), the Olathe Fire Protection District, a political subdivision of the State of Colorado ("OFPD") entered into an Intergovernmental Agreement "E-911" "Emergency Telephone Service" establishing an "Emergency Telephone Authority" (the "Intergovernmental Agreement"); and

WHEREAS, on December 4, 1989, Montrose County, the City of Montrose, Olathe, the Town of Naturita, Colorado, a municipal corporation ("Naturita"), the Town of Nucla, Colorado, a municipal corporation ("Nucla"), MFPD, OFPD, the Nucla-Naturita Fire Protection District, a political subdivision of the State of Colorado ("Nucla – Naturita FPD"), and the Norwood Fire Protection District, a political subdivision of the State of Colorado ("Norwood FPD") entered into an Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service" establishing the Montrose Emergency Telephone Service Authority ("METSA"); and

WHEREAS, on December 4, 1989, Montrose County, the City of Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD, Norwood FPD and the Paradox Fire Protection District, a political subdivision of the State of Colorado ("PFPD") entered into an Amendment Re Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service," amending the Intergovernmental Agreement to include PFPD and its residents; and

WHEREAS, on December 11, 2015, Montrose County, the City of Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla – Naturita FPD, the Ouray County Emergency Telephone Service Authority ("OCETSA"), the San Miguel County E-911 Emergency Telephone Service Authority ("SMETSA"), and PFPD (collectively, the "Members") adopted an Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service" (the "Amended and Restated IGA"); and

WHEREAS, on May 27, 2020, Montrose County, the City of Montrose, Town of Olathe, Town of Naturita, Town of Nucla, Montrose Fire Protection District, Olathe Fire Protection District, Nucla – Naturita Fire Protection District, Ouray County Emergency Telephone Service Authority ("OCETSA"), and the San Miguel Emergency Telephone Service Authority ("SMETSA"), (collectively, the "Members") adopted an Amended and Restated

Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service" (the "Amended and Restated IGA"); and

WHEREAS, on July 16, 2020, METSA adopted the Amended and Restated Bylaws of the Montrose Emergency Telephone Service Authority (the "Amended Bylaws"); and

WHEREAS, the City of Montrose is a member of the Montrose Emergency Telephone Service Authority ("METSA") pursuant to the Amended and Restated IGA; and

WHEREAS, the Board of Directors of METSA (the "Board") is comprised of representatives from Members of METSA; and

WHEREAS, pursuant to Article VI, Section A of the Amended and Restated IGA, each Member of METSA shall annually pass an ordinance or a resolution imposing a charge pursuant to C.R.S. §§ 29-11-102, 102.5 and 103, on each Service User (as defined in such statute) within its jurisdiction in an amount, together with any surplus funds carried forward, which is sufficient to fund the expenditures of the Authority, or such Member shall delegate to the Board for the Authority the ability to set such rate; and

WHEREAS, the City of Montrose desires to delegate authority to the Board of METSA to set a surcharge rate.

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

The City of Montrose hereby delegates authority to the Board to set the charge imposed on Service Users pursuant to C.R.S. §§ 29-11-102, 102.5 and 103.

INTRODUCED, READ, and PASSED on first reading by the City Council of the City of Montrose, Colorado, this 2nd day of August, 2022.

CITY OF MONTROSE, COLORADO

By: _____

David Frank, Mayor

ATTEST:



Lisa DelPiccolo, City Clerk



INTRODUCED, READ, and ADOPTED on second reading by the City Council of the City of Montrose, Colorado, this 16th day of August, 2022.

CITY OF MONTROSE, COLORADO

By: _____
David Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: August 16, 2022
RE: Black Canyon Boys & Girls Club – Amendment of CDGB Contract
ATTACHMENTS: Request to Amend Contract Letter; San Juan Cinema Remodel Sketch

Background

We ask that you please consider an amendment to the contract between the City of Montrose and DOLA for Community Development Block Grant project 20-508, named *Montrose Boys and Girls Club Facility Construction*, and executed on December 7, 2021.

The City applied for and was awarded a Community Development Block Grant for the construction of a new Black Canyon Boys & Girls Club (BCBGC) facility in Montrose. Due to the rising cost of construction, building a new facility has become financially unfeasible for BCBGC. In order to fulfill the objective of the grant, BCBGC would like to purchase the property at 1869 E Main St, also known as San Juan Cinema, and renovate it for their intended use.

The estimated cost of building a new facility is over \$6M and would offer 9,000 square feet of space. The purchase of the existing property along with renovation of the building is estimated to cost a total of \$2.85M. Once renovations are completed, the facility would offer 23,000 square feet. This will allow the BCBGC to increase the number of community members served, while also ensuring that programs are accessible for low/middle income families due to the significant cost difference.

Recommended Action:

1. Approve a request to DOLA to amend the Community Development Block Grant contract to reflect Black Canyon Boys and Girls Club's revised project.



CITY OF MONTROSE

David Frank, Mayor
Barbara Bynum, Mayor Pro Tem
David Glaspell, City Council
J. David Reed, City Council
Ed Ulibarri, City Council

August 16, 2022

EMAIL DELIVERY

Department of Local Affairs - Division of Local Government
Patrick Rondinelli
1313 Sherman Street, Suite #518
Denver, CO 80203

Re: Amendment of CDBG Contract for Black Canyon Boys & Girls Club

Dear Mr. Rondinelli,

We ask that you please consider an amendment to the contract between the City of Montrose and DOLA for Community Development Block Grant project 20-508, named *Montrose Boys and Girls Club Facility Construction*, and executed on December 7, 2021.

The Black Canyon Boys & Girls Club (BCBGC) would like to purchase an existing property in the City of Montrose and renovate it for their intended use in place of building a new facility as originally agreed. The rising cost of construction has made building a new facility financially unfeasible for BCBGC. The budget for the proposed building is over \$6M, which would include a \$2.5M loan over 40 years. The repayment of the loan would cost BCBGC \$10,000 each month, which would increase the annual budget by over 20%. To combat the monthly debt, BCBGC would need to increase dues or the number of members. Neither option is guaranteed to be successful.

The cost of construction has also reduced the square footage of the project so much that BCBGC would not be able to meet its deliverable of doubling the number of participants. This includes a reduction to a half gym, a smaller teen space, and the removal of arts and crafts space. In the meantime, another opportunity has presented itself in the building located at 1869 E Main St, also known as the San Juan Cinema. This property allows BCBGC to establish itself in a permanent location while also fulfilling the intent of the CDBG by serving low/moderate income families and doubling the number of children served due to a significant increase in usable space.



August 16, 2022
Page 2

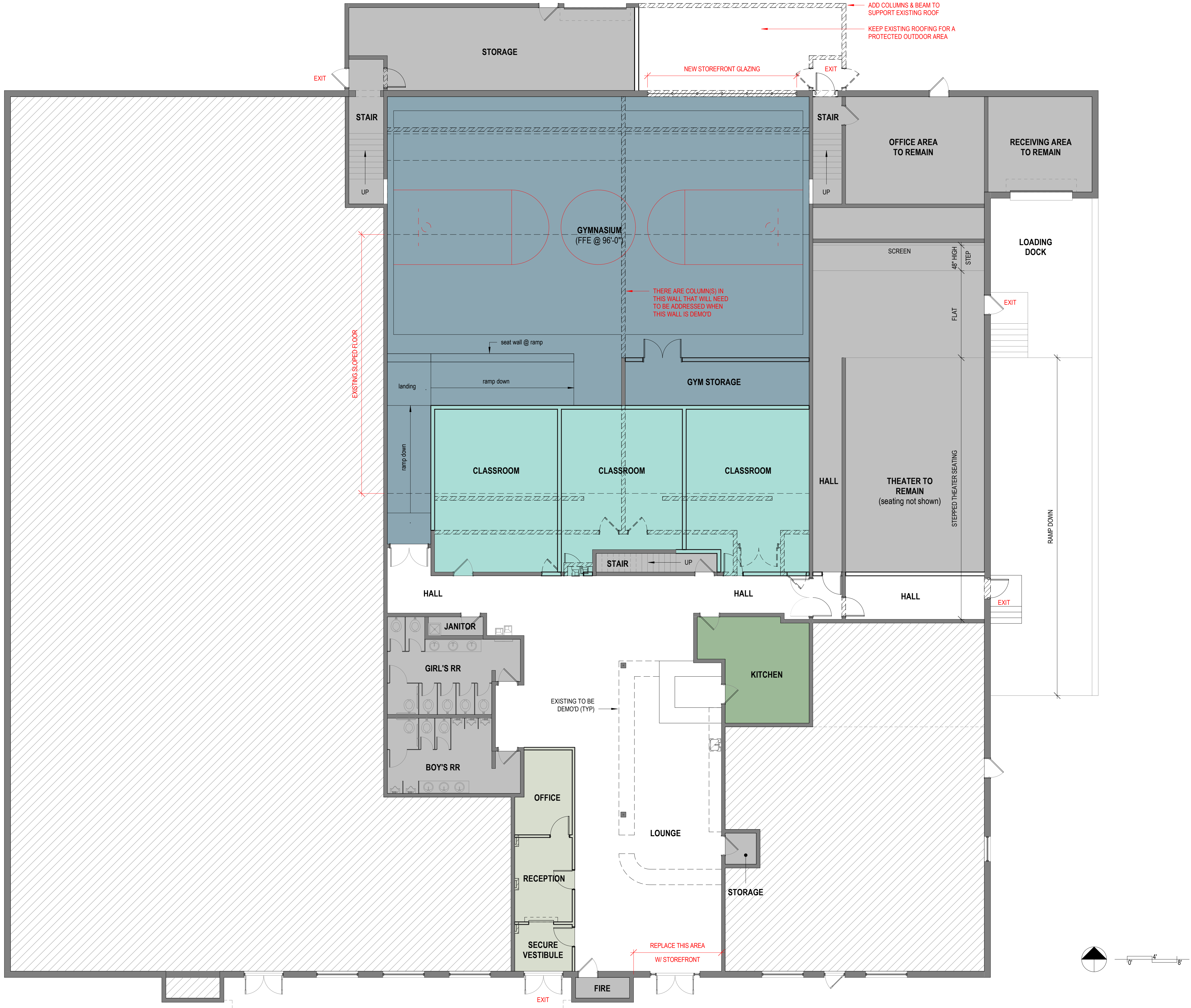
The price of the building is \$1.85M with renovations projected to be another \$1M. BCBGC would like to use the \$600,000 award towards the purchase of the building along with \$1.25M of their own funds. BCBGC would have approximately \$250,000 left to renovate the building and will work with local banks and lending agencies to borrow the remaining \$750,000.

The San Juan Cinema is not an obvious option to address BCBGC's problems, but their architect has come up with a creative solution that will meet the needs of the organization and its participants. BCBGC will inherit two tenants which will allow for approximately \$75,000 of passive income per year. When one business moves out, BCBGC will utilize the space for administration and storage. When the other business moves out, BCBGC will utilize the space for elementary-aged youth. These additions will increase the square footage of BCBGC to 23,000 sqft. In comparison, the original project has been shrunk down to 9,000 sqft. This building would also not have a large debt to service which would allow BCBGC to serve more low/moderate income youth while providing better visibility and easier access.

The City of Montrose would like to adjust the agreement, including the scope of work, to reflect that the award be used for the purchase of 1869 E Main Street. The current closing date for the purchase of 1869 E Main St is September 22nd, 2022. It is our belief that this amendment will allow BCBGC to increase and preserve their ability to provide much-needed programming as well as services for youth and families in our community. We appreciate your consideration of our request and look forward to hearing from you.

Sincerely,

Dave Frank
Mayor, City of Montrose



MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: William Bell, *City Manager*
DATE: August 9, 2022
RE: Hub at Montrose Crossing Second Amended Development Agreement
CC: Ann Morgenthaler, Scott Murphy, Shani Wittenberg, Ben Morris

Action

Consider entering into an amended development agreement with 1890 Homestead, LLC to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose.

Background

The City of Montrose entered into a development agreement with 1890 Homestead, LLC on November 16, 2021 to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose. The original cover memo summarizing the details of the development agreement and history of the project are included following this memo.

The original development agreement included a deadline to obtain the project's building permit by June 1, 2022 and complete the project by June 1, 2024. The City Manager's Office extended the building permit deadline until July 1, 2022 to be responsive to the fast-changing construction market and staff schedules. During that extension timeframe, 1890 Homestead has since requested extending the building permit and completion deadlines to August 1, 2023 and August 1, 2025, respectively. 1890 Homestead has indicated that rapidly rising interest rates have created unique challenges for the economics of the project that will require additional time to resolve. While a one-month extension was within the administrative and operations purview of the City Manager, the larger extension is a more significant budgetary request and warrants City Council review.

A redline copy of the amended development agreement is included following this memo. A clean version of this document will be available for signature should the amended development agreement be approved.

Project Financials

The City's 2022 budget included funding for the originally-approved development agreement. If extended, this could be considered in the 2023 budget with portions of the project potentially being covered through American Rescue Plan Act (ARPA) federal funds if timing allows.

City of Montrose Second
Amended Development
Agreement with
1890 Homestead, LLC

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1. PARTIES

This Development Agreement (hereinafter called “Agreement”) is entered into by and between the City of Montrose, whose address is 433 S. 1st Street, Montrose, Colorado 81401 (hereinafter called “City”), and 1890 Homestead, LLC, a limited liability company whose address is 1521 Oxbow Drive, Suite 210, Montrose, CO 81401 (hereinafter called “Grantee”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and mutually executed by both Parties (hereinafter called the "Effective Date"). The City shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the Effective Date, unless expressly provided.

3. RECITALS

A. Authority, Appropriation, and Approval

The City enters into this agreement under Authority of the Constitution of the State of Colorado as a home-rule municipality.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

In the interest of facilitating the development of workforce rental housing to meet an unmet community need, and the economic and social benefits to the community that arise from available workforce housing, this agreement is serving as a specific inducement for Grantee to commit to the construction of 160 rental workforce housing apartment units within the City of Montrose.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Grant or Agreement

“Grant” or “Agreement” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, City of Montrose, Colorado (City) ordinance and City Fiscal Policies.

B. Grant Funds

“Grant Funds” means funds available for distribution by City to Grantee or a Sub-Grantee, pursuant to this Grant.

C. Party or Parties

“Party” means City or Grantee and “Parties” means both City and Grantee.

D. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in § 6.

E. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

F. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. This shall include any subcontractors performing construction work eligible for reimbursement by this agreement.

G. Work or Project

“Work” or “Project” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Agreement, including the performance of the Services.

H. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

A. Initial Term and Work Commencement

The Parties' respective performances under this Agreement shall commence on the Effective Date and this Agreement shall terminate on ~~June 1, 2024~~~~October~~August 1, 2025, unless sooner terminated or further extended as specified elsewhere herein.

B. Obligations Non Transferrable and Sale of the Company

As stated in §11(A) Grantee's rights and obligations are personal and nontransferable unless reassigned in writing and agreed upon by both parties.

6. STATEMENT OF WORK AND UNDERSTANDING OF PERFORMANCE

A. Grantee Construction

Grantee shall construct or cause to be constructed a multi-family workforce housing apartment complex consisting of 160 rental residential units with an anticipated construction value of approximately \$19 million dollars (hereinafter called "Apartment Project"). Work shall be completed in general conformance with applicable City codes and the site plan included as Exhibit A. Failure to do so will be considered a breach of this agreement.

B. Property

Construction of the Apartment Project shall take place on Lot 1 of The Hub Minor Subdivision recorded as reception number 942327 with the Montrose County Recorder.

C. Completion

Grantee shall obtain a building permit for construction of the Apartment Project, signifying the beginning of work, no later than ~~June 1, 2022~~ August 1, 2023. Construction of the Apartment Project shall be completed, the certificate(s) of occupancy obtained, and units available for rental no later than ~~June 1, 2024~~ August 1, 2025. City shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after termination of this Grant.

D. City Commitment

The City agrees to financially support the Apartment Project as outlined in Table 1 below.

TABLE 1		
Summary of City Commitments		
Work Element	Fee Waiver ^(a)	Reimbursement
Permit and Plan Check Fees	\$115,979	-
City Construction Use Tax	\$280,802	-
Construction Water Fee	\$3,200	-
Water and Sewer Tap and Unit Fees ^(b)	-	\$794,408
Public Water and Sewer Infrastructure ^(c)	-	\$583,333
TOTAL	\$399,981	\$1,377,741

Notes:

- (a) Fees shown are to be waived under authority of the City Manager and were estimated based on Apartment Project plans submitted to the City. Fees are subject to change slightly should any plan revisions occur prior to building permit issuance. Waiver will be for actual fee amount at time of building permit.
- (b) Capacity and tap fees will be reimbursed following issuance of the building permit.
- (c) Public water and sewer infrastructure includes reimbursement for construction costs associated with mainline water and sewer lines, valves, appurtenances, fire hydrants, water meters (excluding service line downstream of meter), and manholes. Upon satisfactory completion of work elements, City will reimburse Grantee or pay Grantee's contractors directly. Payment will be made for actual costs of completed improvements, up to and not to exceed \$583,333 total, based on mutually-agreed-upon unit prices for eligible infrastructure.

7. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 60 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §9. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the aggrieved Party may exercise any of the remedies set forth in §8. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis. Nothing in this section is to be construed to restrict payment adjustments of non-compliance as set forth in §6.

8. REMEDIES

If Grantee is in breach under any provision of this Grant, the City shall have all of the remedies listed in this §8 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §7(B). The City may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required by this Grant, the City may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the City, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the City of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Payments

The City shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the City, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

ii. Damages and Withholding

Notwithstanding any other remedial action by the City, Grantee also shall remain liable to the City for any damages sustained by the City by virtue of any breach under this Grant by Grantee and the City may withhold any payment to Grantee for the purpose of mitigating the City's damages, until such time as the exact amount of damages due to the City from Grantee is determined.

B. Remedies Not Involving Termination

The City, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Withhold Payment

Withhold payment or make a partial payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

ii. Deny Payment

Deny payment for those obligations not performed or, if performed, would be of no value to the City; provided that any denial of payment shall be reasonably related to the value to the City of the obligations not performed.

9. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not lieu of a hard-copy notice, notice also may be sent via e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. City:

William E. Bell, City Manager
or Current City Manager
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1400
Email:
wbell@cityofmontrose.org

cc: ~~Stephen P. Alcorn~~ [Bennet A. Morris](#), City Attorney or Current
City Attorney
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1440
Email:
salcorn@cityofmontrose.org bmorris@cityofmontrose.org

B. Grantee:

1890 Homestead, LLC
Attn: Matt Miles
1521 Oxbow Drive,
Suite 221
Montrose, CO 81401
Email: matt@leadershipcirclellc.com

10. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, expressed or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the City of Montrose its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.

11. GENERAL PROVISIONS

A. Assignment and Sub-grants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without prior, written consent of the City. Any attempt at assignment, transfer or sub-granting without such consent shall be void as will be this Development Agreement. All assignments, Sub-grants, or Sub-grantees approved by Grantee or City are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance. Ownership transfers in excess of 20% will require City approval in writing. This approval will not be unreasonably withheld. Notwithstanding the foregoing regarding transfer and assignment, the parties recognize that Grantee intends to transfer the property on which the Apartment Project will be developed, prior to the development thereof, to Montrose HUB, LP, a Delaware limited partnership (the "Developer") comprised of Grantee, as a limited partner, NE Multifamily Development, LLC, a Texas limited liability company as the general partner, and Nicholas Multifamily Holdings, No. , LP, a Delaware limited partnership, as a limited partner. The parties agree that Grantee may make such assignment provided that the Developer assumes the obligations of Grantee pursuant to this Agreement.

B. Binding Effect

Except as otherwise provided in §11(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representative, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior to contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification – General

Grantee shall indemnify, save, and hold harmless City, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred to the extent caused by any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C.2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Montrose.

H. Modification

i. Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, City ordinances and City Fiscal Policy.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions;
- ii. The provisions of the main body of this Grant; and
- iii. Exhibit A

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any

other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by City if Grantee fails to perform or comply as required.

L. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

12. SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CITY COUNCIL APPROVAL.

This Grant shall not be deemed valid until it has been approved by the City of Montrose City Council.

B. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

C. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agents or employee of Grantee shall be deemed to be an agent or employee of the City. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, expressed or implied, to bind City to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by City, and (c) be solely responsible for its acts and those of its employees and agents.

D. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

F. BINDING ARBITRATION PROHIBITED.

City does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

G. SOFTWARE PIRACY PROHIBITION.

City or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If City determines the Grantee is in violation of this provision, City may exercise any remedy available at law or in equity or under this Grant, including without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

The signatories aver that to their knowledge, no employee of City has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

I. PUBLIC CONTRACTS FOR SERVICES.

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with a worker without authorization who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify program or the State program established pursuant to C.R.S. § 8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with a worker without authorization to perform work under this Grant or enter into a contract with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or contract with a worker without authorization to

perform work under this Grant. Grantee (a) shall use E-Verify Program or State program procedures to undertake pre- employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the contracting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or contracting with a worker without authorization for work under this Grant, (c) shall terminate the Sub-grant if a Sub-grantee does not stop employing or contracting with the worker without authorization within three days of receiving notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State agency, Institution of Higher Education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

J. PUBLIC CONTRACTS WITH NATURAL PERSONS.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to Federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-103 prior to the effective date of this Grant.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the City is relying on their representations to that effect.

CITY OF MONTROSE

**GRANTEE
1890 Homestead, LLC**

By: _____
~~Douglas Glaspell~~ David Frank, Mayor

By: _____
Matt Miles, Managing Member

ATTEST

By: _____
Lisa DelPiccolo, City Clerk

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
~~Douglas Glaspell~~ David Frank, Mayor of the City of Montrose.

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

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Matt Miles, Managing Member of 1890 Homestead, LLC.

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

(Seal)

Notary



THE
HUB
AT Montrose Crossing



MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: William Bell, *City Manager*
DATE: October 28, 2021
RE: Hub at Montrose Crossing Development Agreement
CC: Ann Morgenthaler, Lisa Kuczmarski, Scott Murphy, Shani Wittenberg

Action

Consider entering into a development agreement with 1890 Homestead, LLC to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose.

Background

In response to rising housing needs in the community, 1890 Homestead, LLC started to evaluate and develop preliminary plans for a multi-family residential housing complex in 2019. Through this process, they developed a plan for the Hub at Montrose Crossing (formerly 1890 Homestead) to be situated near the intersection of 6450 Road and Cobble Drive within the City of Montrose. The project was first discussed with City Council at a work session on August 31, 2020 when the project was envisioned to ultimately include a single senior living building and approximately 21 separate two-story apartment buildings dispersed throughout the site with green space and pedestrian trails in between. At the August 30 work session, fee waivers and infrastructure support from the City with a value of up to \$2.3M were discussed to help facilitate the first phase of the project (192 apartment units) and, in doing so, help to meet the community's housing needs. The City then went on to budget for this assistance in the City's 2021 budget. For reference and context, packet materials and initial plans from the August 2020 work session are included as Attachment A.

Following the August 2020 work session, the developer continued to refine plans for their project and initially presented a sketch plan and planned development (PD) to the City Planning Commission for consideration in December of 2020. The project was presented as a PD plan as required by our code in order to allow for the development to place multiple separate residential structures on a single lot. Planning commission meetings for the project ultimately extended into February of 2021 when the planning commission recommended approval of the PD plan but with a density restriction of no more than seven units per acre. It should be noted that the City does have the legal purview to place conditions on a planned development (versus a straight subdivision process where land uses are prescriptive by right through our zoning and development codes).

The density restriction recommended by the planning commission was substantially lower than necessary to accommodate the project as planned by the developer and less than the density that could be achieved by completion of the project through a straight subdivision process. As a result, the developer elected to redesign their project to include a single 160 unit apartment building on a single lot that was created through a standard minor subdivision. Site development plans and the minor subdivision for this application have been reviewed and approved by the City. An overview of the updated project planned for construction is included as Attachment B.

Development Agreement

Since initially discussing this project in August of 2020, the need for housing has continued to increase within our community and throughout the State of Colorado. When discussing housing issues with the State Department of Local Affairs (DOLA), other State and local housing agencies, and anecdotally with members of our community, many would characterize the current housing situation as a crisis. Challenges being created by the lack of workforce housing in Montrose include, but are not limited to, workforce retention and recruitment issues, homelessness, and a dramatic rise in housing and rental prices. All of these issues have the potential to negatively impact quality of life and economic vitality for our community.

Working towards resolution of these housing issues, the City has continued to work with developers of the Hub project in an attempt to facilitate the construction of additional workforce housing in our City. To that end, we have prepared a development agreement included with the council packet for your consideration. This development agreement includes potential financial commitments summarized in Table 1 below. Also included in the table for reference are the original commitments that were budgeted in 2021 for the project. Because the first phase of this project was scaled back from the original (160 units currently proposed versus 192 initially proposed), the financial contributions are lower in accordance with this reduction in units.

TABLE 1				
Summary of Proposed City Commitments				
Element	Previous 8/31/2020 Work Session Amount	Updated Costs ^(a)		Savings (Updated- Previous)
		Fee Waiver	Reimbursement	
Permit and Plan Check Fees	\$163,327	\$115,979	-	-\$47,348
City Construction Use Tax	\$403,650	\$280,802	-	-\$122,848
Construction Water Fee	\$3,840	\$3,200	-	-\$640
Water and Sewer Tap and Unit Fees	\$1,075,047	-	\$794,408	-\$280,639
Public Water and Sewer Infrastructure	\$700,000	-	\$583,333	-\$116,667
TOTAL	\$2,345,864	\$399,981	\$1,377,741	-\$568,142

Notes:

(a) Updated fee and tax costs calculated based on current site and building plans. Water/sewer infrastructure costs pro-rated from the August 2020 estimate based on the updated number of total rental units (160 currently planned/192 initially planned or 83.3%).

Under the Fee Waiver column of Table 1, the fees and taxes shown are waived by the City Manager. As a result, these do not represent an out-of-pocket expense to the City. Items listed under the reimbursement column are only paid out once the building permit is pulled (water and sewer tap fees) or the associated infrastructure work elements are completed (water/sewer public infrastructure construction). These elements do represent a direct expenditure by the City.

Contract Administration and Project Financials

Contract administration, project management, and inspection associated with the development agreement will be performed by the City of Montrose engineering department.

As shown in Table 1, the anticipated overall contribution towards the development project is approximately \$570k less than originally anticipated in the 2021 budget and all funds remain unexpended/available for carryover into the 2022 budget.



August 27, 2020

TO: Montrose City Council

FROM: Bill Bell, City Manager

CC: Ann Morgenthaler, Assistant City Manager, Chelsea Rosty, Director of Business Innovation, Scott Murphy, City Engineer

SUBJECT: Workforce Housing Incentive Package for 1890 Homestead Project

MEMO

Local developer, Matt Miles is planning a three-phase multi-family housing development in the area of Cobble Drive and Chipeta Drive. This memo will outline plans for Phase I.

Mr. Miles currently owns the 32-acre property located at the corner of 6450 Road and Cobble Drive. The parcel is properly zoned (R3-A) for multi-family. The planned Phase I of the project will include the construction of 192 apartments organized into four buildings with a club house. 116 of these units are planned as one-bedroom and the remaining 76 will be two-bedroom. All units will rent at market rate, which is estimated by Mr. Miles to begin at \$1,200 for the two-bedroom units and \$1,050 for the one-bedroom. This development is intended to provide workforce housing for our community.

Amenities of the development will include:

- Clubhouse: w/ kitchen, pool table, coffee bar and bike and ski repair area for resident use
- Courtyard
- Business center
- Exercise facility
- Recreation area
- Swimming pool
- Grill(s)
- Walking trails

- 88 tuck-under garages
- Dog park

Amenities of the units will include:

- Balconies
- 2” blinds
- Garden tubs
- Central heating and cooling
- Carpeting
- High speed internet access
- Ceiling fans in living room and bedrooms
- Walk-in closets
- Exterior storage
- 9’ceilings
- Flooring: Ceramic tile in bathrooms, vinyl wood flooring in kitchens and living areas, carpet in bedrooms
- Appliances: electric oven/range, refrigerators with icemakers, garbage disposal, microwaves, dishwashers, and in-unit washer and dryer

Housing costs in Montrose have continued to rise dramatically over the past seven years, both for renting and owning. Vacancy is low, and the demand is high, thus cost increases. Many households in all income ranges are paying more than 30% of their monthly income in housing cost. Preliminary studies show that the local market can sustain at least 250 new rental units before vacancy will be affected to the point of rent prices decreasing.

Staff has met with the developer, reviewed the site plans, costs, and associated design necessary for the project. When complete, Phase I will bring a total investment of approximately \$36.4M to the community and fill an urgent need for workforce housing in the area. For the above reasons, we have prepared the following incentives for your discussion and consideration:

- Permit and plan check fees: \$163,327 (waiver)
- City construction sales tax: \$403,650 (waiver)
- Construction water: \$3,840 (waiver)
- All tap fees: \$1,075,047 (from 2021 general undesignated fund balance)
- Additional incentives toward water/sewer infrastructure \$700,000 (2021 water/sewer budgets)

TOTAL

\$2,345,864

The current site plan is attached.

TABULATIONS

SENIOR LIVING

SITE AREA: 6.53 AC.

UNIT TABULATION:
1 BEDROOM: 98 UNITS (60.49%)
2 BEDROOM: 64 UNITS (39.51%)
TOTAL: 162 UNITS
@ 24.81 UNITS/ACRE

PARKING TABULATION:
243 SURFACE PARKING
@ 1.50 PARKING/UNIT
@ 1.08 PARKING/BED
*243 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY PHASE I

SITE AREA: 13.64 AC.

UNIT TABULATION:
1 BEDROOM: 96 UNITS (60.00%)
2 BEDROOM: 64 UNITS (40.00%)
TOTAL: 160 UNITS
@ 11.73 UNITS/ACRE

PARKING TABULATION:
194 SURFACE PARKING
84 TUCK UNDER GARAGE
278 TOTAL PARKING
@ 1.74 PARKING/UNIT
@ 1.24 PARKING/BED
*240 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY PHASE II

SITE AREA: 9.68 AC.

UNIT TABULATION:
1 BEDROOM: 106 UNITS (59.55%)
2 BEDROOM: 72 UNITS (40.45%)
TOTAL: 178 UNITS
@ 18.39 UNITS/ACRE

PARKING TABULATION:
212 SURFACE PARKING
82 TUCK UNDER GARAGE
294 TOTAL PARKING
@ 1.65 PARKING/UNIT
@ 1.18 PARKING/BED
*267 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY TOTAL

SITE AREA: 23.32 AC.

UNIT TABULATION:
1 BEDROOM: 202 UNITS (59.76%)
2 BEDROOM: 136 UNITS (40.24%)
TOTAL: 338 UNITS
@ 14.49 UNITS/ACRE

PARKING TABULATION:
406 SURFACE PARKING
166 TUCK UNDER GARAGE
572 TOTAL PARKING
@ 1.69 PARKING/UNIT
@ 1.21 PARKING/BED
*507 PARKING REQUIRED (1.5P/UNIT)

Attachment A -
August 2020 Work
Session Packet







THE
HUB
AT MONTROSE CROSSING





CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 16, 2022
RE: 22-0057 Waterfall Canyon Subdivision Filing No. 6 Final Plat
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration: City Council is considering approval of this final plat application. Council will consider all of the information in this memo in making a decision.

Application Background:

The Waterfall Canyon Subdivision Filing No. 6 Final Plat proposes to create 44 new residential lots and dedicate right of ways and easements. Newly created lots and tracts will be as follows:

- Lots 7-16, Block 12, Carbonero Avenue
- Lots 1-18, Block 13, Vermillion Avenue and Vermillion Place
- Lots 1-14, Block 14, Vermillion Avenue and Alta Lakes Avenue
- Lots 1-18, Block 15, Alta Lakes Avenue
- Tract 4 (open space/drainage/irrigation corridor)

The property is zoned “R-3A” Medium High Density District. It is located south of Blue Lake Dr and west of Pilot Knob Ave. City acceptance of new roads and infrastructure improvements is planned for August 2022.

The Waterfall Canyon Subdivision Amended Preliminary Plat No. 3 was approved by City Council in June 2022.

Total Size of Property: 118.83 acres

Applicant: Matt Miles, Waterfall Canyon, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size requirements.

2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.
3. Utilities
 - a. Easements are shown.
 - b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

Staff Recommendation: Conditional Approval

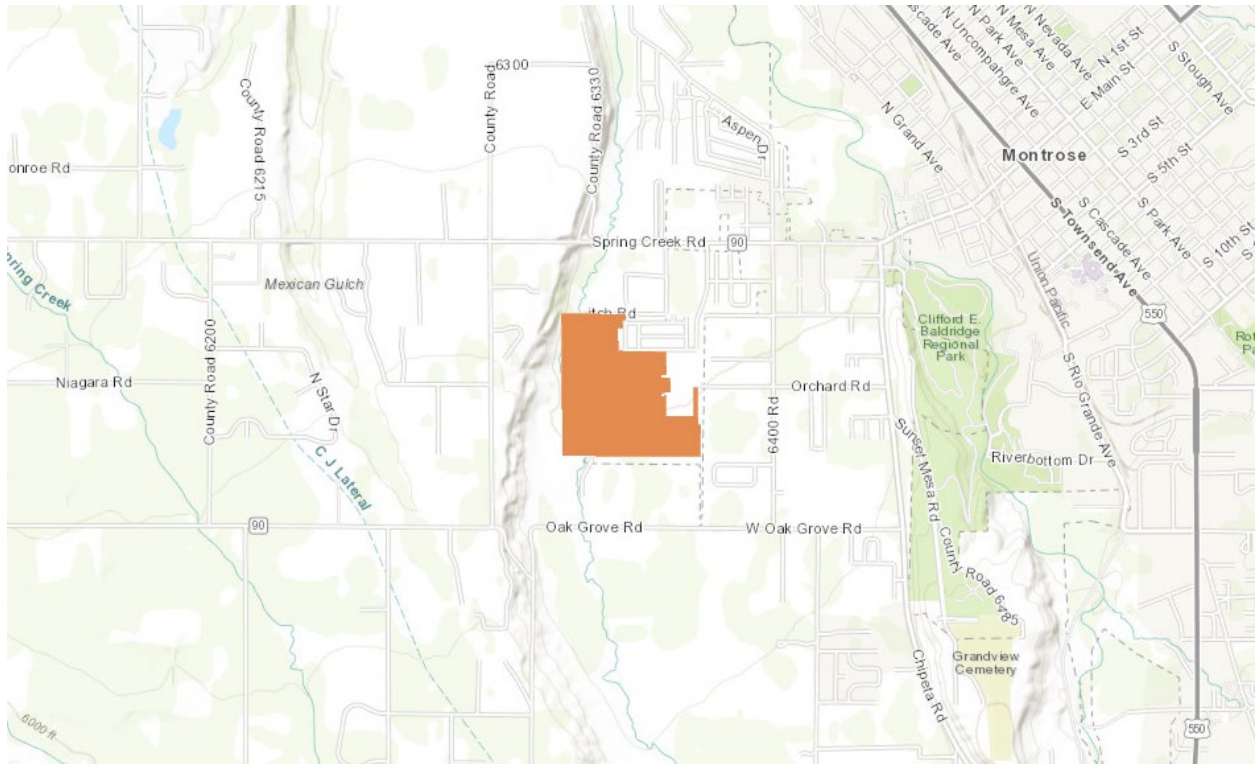
Conditions:

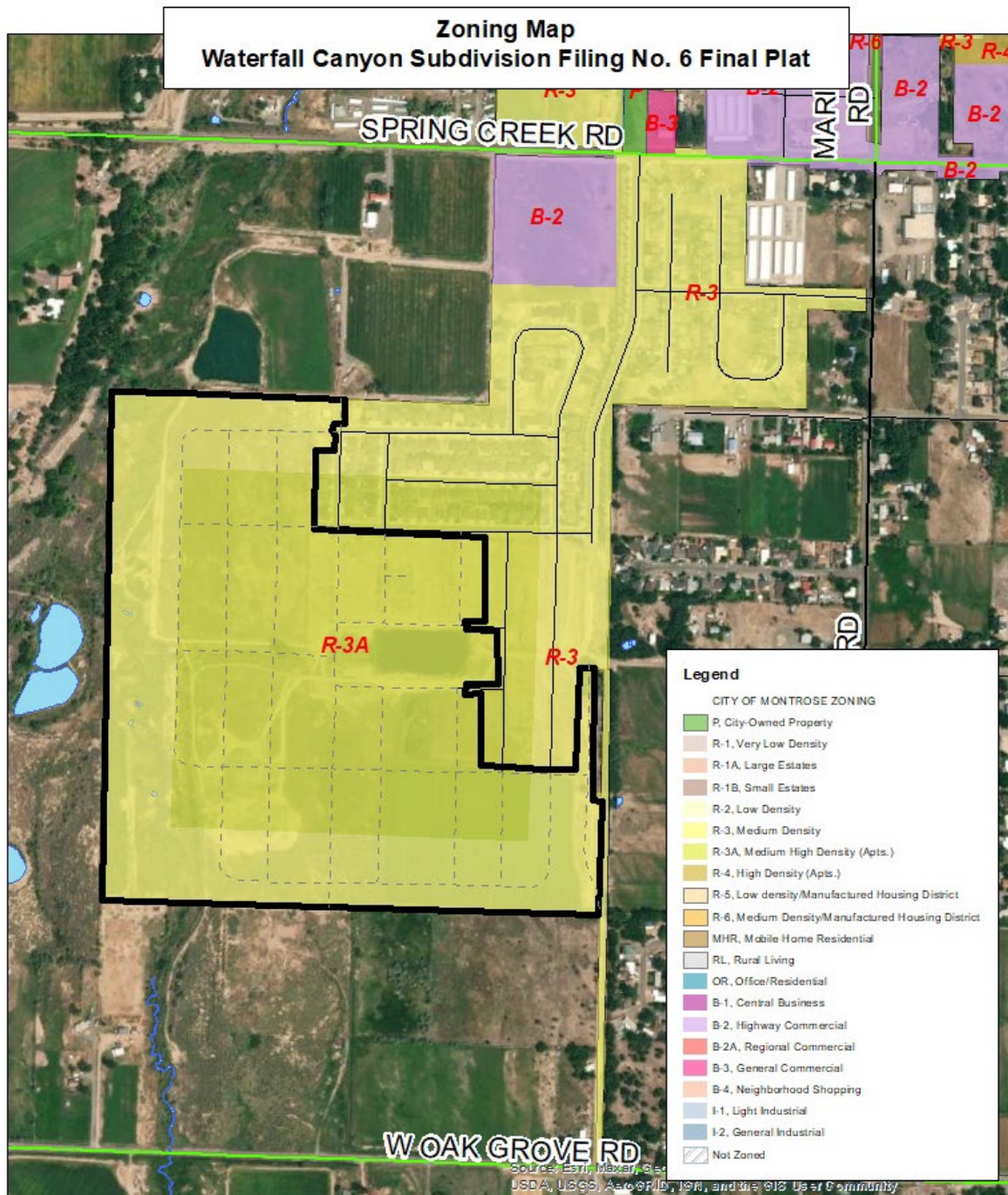
1. [Standard Condition]: The approval of this Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.



EXHIBIT A: Maps

Vicinity Map





Map created 8-10-22



WATERFALL CANYON SUBDIVISION FILING NO. 6

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT

BASIS OF BEARINGS:

The bearing between the found 2½" Aluminum cap, LS 12291 at the C–W ¼ Corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado and the found 2½" Aluminum cap, LS 12291 at the N–W ¼ corner of Section 32, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado bears N01°11'05"E. (Assumed)

LINEAL UNITS STATEMENT:

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

MISCELLANEOUS PLAT NOTES

1. Vehicular Access To or From Property Adjoining a State Highway

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

2. Privately Owned Open Space, Parks, and other Improvements

Tract F shown hereon shall be owned and maintained by an owners' association, or in the absence of an owners' association lawfully formed for such purposes, by the owners of all lots final platted in Waterfall Canyon Subdivision jointly and severally. The City is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements, nor shall the City be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the City may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

A. Conveyance of Private Parks and Open Space to Owners' Association

By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit claim(s) to Waterfall Canyon Homeowners Association, Inc., a Colorado nonprofit corporation, Open Space Tract F shown and designated on this Plat.

B. Certificate of Good Standing

The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing bearing Confirmation No. 14072054, from the Colorado Secretary of State, as proof of the above-named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

C. Declaration of Covenants Recorded

The Declaration of Covenants, Conditions, and Restrictions for Waterfall Canyon Homeowners Association, Inc., applicable to the development platted hereon, and made binding to the entity named above, was recorded under Reception No. 760191, on the 30 day of August, 2006 in the office of the Montrose County Clerk and Recorder.

3. Zoning

The zoning of this property is R–3 and R–3A as shown on the City's Official Zoning Map, and as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change.

4. Money in lieu of School Land Dedication

All residential lots or residential units having unique legal descriptions shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to § 4–7–7(C)(7) of the Municipal Code. Payments shall be made to the City, to be later disbursed to the RE–1J School District.

5. Airport Influence Area Notice

The Waterfall Canyon Subdivision is located approximately 4 miles south/west of the Montrose Regional Airport. The Waterfall Canyon Subdivision is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Waterfall Canyon Subdivision is subject to over–flights and the effects thereof, which may include but is not limited to noise, vibration, fumes, and dust.

6. Final Plat Conditional Approval

The approval of the Waterfall Canyon Subdivision Filing No. 6 Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

PARCEL 1:

Outlot 4 of Waterfall Canyon Subdivision Filing No. 5, according to the Plat recorded at Reception No. 939592, ounty of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Waterfall Canyon Subdivision Filing No. 6, and do hereby dedicate, grant and convey to the City of Montrose, Colorado for the use of the public portions of Blue Lake Drive, Alta Lakes Avenue, Vermillion Avenue, Vermillion Place, Carbonero Avenue, and Fuller Lake Drive.

The easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utility purposes, including but not limited to water, sewer, electrical, telephone, gas, communications, and CATV lines, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities. The dedication of easements as herein provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance.

Executed this ____ day of _____, 20____.

WATERFALL CANYON, LLC

MATT MILES, SOLE MEMBER

STATE OF COLORADO

COUNTY OF MONTROSE

} ss.

The above Certificate of Dedication and Ownership was acknowledged before me on this ____ day of _____, 20____, by _____

Witness my hand and official seal.
My commission expires _____

Notary

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said city, county, and state, appeared _____ known by official government–issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded under Reception No. 856804 in the records of the Montrose County Clerk and Recorder, hereby joins in this subdivision and the dedication of easements, streets and other properties to the City shown hereon. The undersigned duly swears or affirms that: 1) he/she is authorized to sign this Plat on behalf of the lien–holding entity named below for which he/she functions as an agent; and 2) said agency includes the actual authority to sign this Plat joining in this subdivision and any dedications to the City; and 3) that all necessary corporate or other legal formalities have been met to allow the agent's signature below to be effective; and 4) that the signature below was made by the person whose name it purports to be.

_____, the _____ of Timberline Bank

STATE OF COLORADO)

COUNTY OF MONTROSE)

) ss.

Subscribed and sworn to before me this ____day of _____, 20____, by _____, the _____ of Timberline Bank.

My commission expires _____.

Witness my hand and seal _____
Notary Public

SURVEYOR'S CERTIFICATE

I, Nicholas Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights–of–way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown.

C.R.S. Section 38–51–106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title, dated June 8, 2021, bearing Title Report number F0714885–397–DGO–LC0.

PRELIMINARY

Nicholas Barrett
Registration No. 38037
Date: _____

ENGINEER'S CERTIFICATE

I, Steven Stevenson, a Registered Engineer in the State of Colorado, do hereby certify that the sanitary sewer system, water distribution system and the storm drainage system shown on the accompanying plans of this Subdivision are properly designed, meet City of Montrose specifications and are adequate to properly serve the Subdivision shown hereon. I further certify that the sanitary sewer system, water distribution system, storm drainage

system, streets, parks and other improvements are designed and constructed in accordance with applicable City specifications and regulations.

Steven N. Stevenson
Registration No. 40020
Date: _____

ATTORNEY'S CERTIFICATE

I, _____, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except

Attorney
Registration No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, _____, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Preliminary Letter of Infrastructure Completion has been issued, as required by the City's Municipal Code.

City Engineer
Registration No. _____
Date: _____

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____, City Manager of the City of Montrose.

City Manager

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 20____, by _____, Mayor of the City of Montrose; All conveyances of interests in real property made on this plat are hereby accepted by the City.

Mayor

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____, City Attorney of the City of Montrose.

City Attorney

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of

_____, on the _____ day of _____,

under Reception No. _____

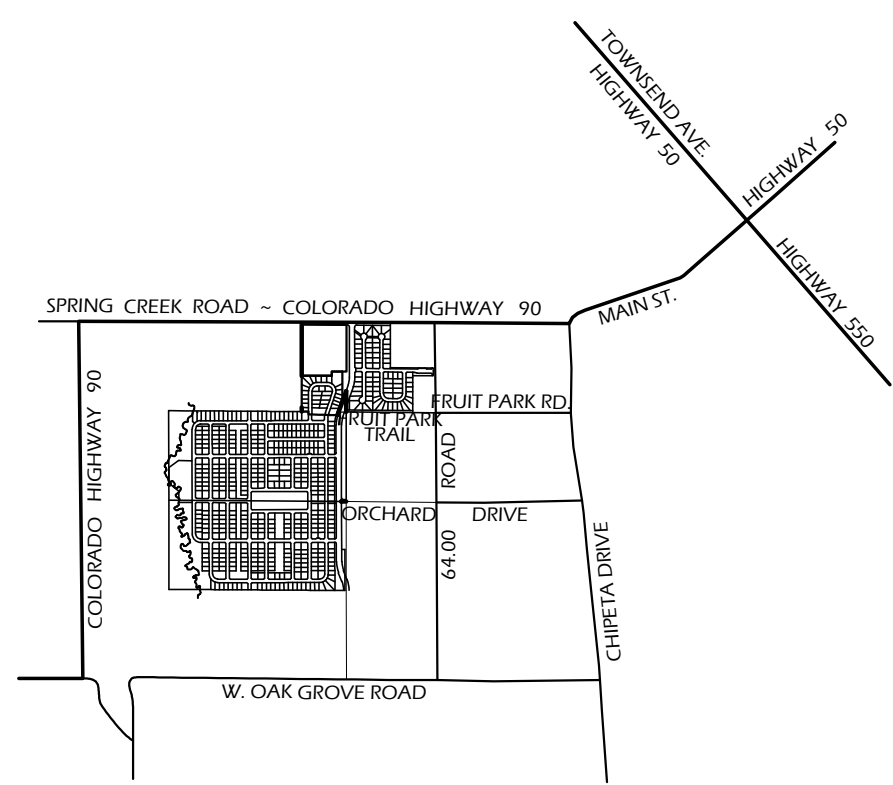
Clerk and Recorder
Montrose County, Colorado

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

FIELD BOOK: 713 / 894		DRAWN BY: DCC	DATE: 2022-07-21	TITLE: WATERFALL CANYON SUBDIVISION FILING NO. 6
SHEET: 1 of 3		FILE: 22023V_PLAT-F8	JOB NO.: 22023	CLIENT: LEADERSHIP CIRCLE, LLC
ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398				
TYPE: FINAL PLAT				

WATERFALL CANYON SUBDIVISION FILING NO. 6

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT



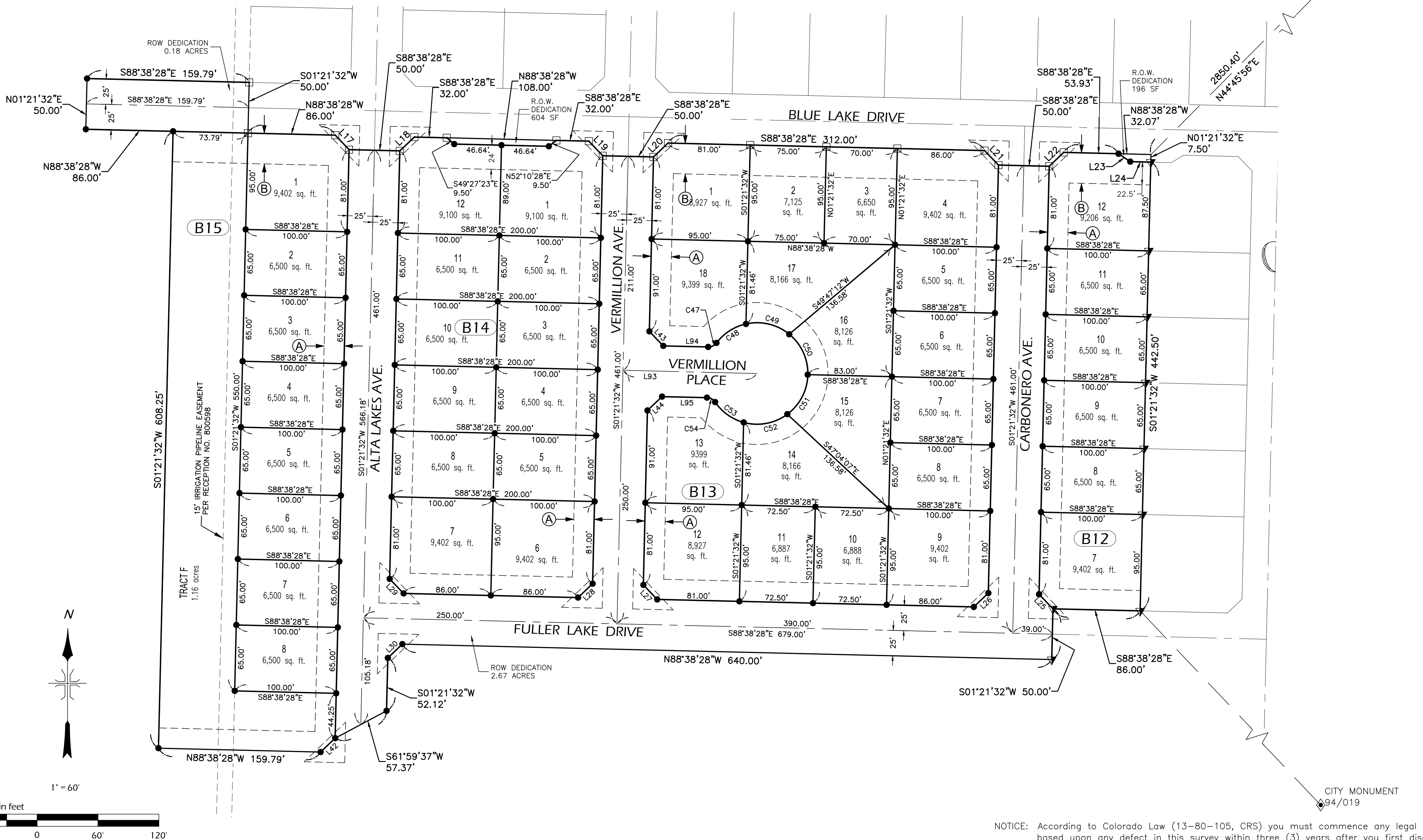
VICINITY MAP
NOT TO SCALE

DEVELOPER: LEADERSHIP CIRCLE LLC
1521 OXBOW DR. SUITE 210
MONTROSE, CO 81401
970-249-3398

ENGINEER: Del-Mont Consultants, Inc.
125 Colorado Ave.
Montrose, Colorado 81401
1-970-249-2251

AREA SUMMARY:

LOTS	(44)	7.58 ACRES
TRACTS	(1)	1.16 ACRES
RIGHT OF WAY	(6)	2.87 ACRES
OUTLOT 5		107.22 ACRES
TOTAL		118.83 ACRES



LEGEND

- = FOUND REBAR & CAP (SIZE AND L.S. AS NOTED)
- = SET 1½" ALUMINUM CAP ON ¾"x18" REBAR (L.S. 38037)
- ▼ = FOUND 1½" ALUMINUM CAP ON ¾"x18" REBAR (L.S. 38037)
- ◆ = FOUND CITY OF MONTROSE MONUMENT GPS SURVEY 1994
- = FOUND 1½" ALUMINUM CAP ON ¾" REBAR (L.S. 16840)
- B# = BLOCK NUMBER
- A = 20' UTILITY EASEMENT (TYPICAL) BY THIS PLAT
- B = UTILITY EASEMENT DEDICATED TO THE CITY OF MONTROSE HEREON TYPICAL 30' WIDTH, NARROWS IN WIDTH IN LOCATIONS OF MAILBOX TURNOUTS
- 40' 40' = SIGHT TRIANGLE PER SECTION 4-7-7(C)(3)(i) CITY OF MONTROSE SUBDIVISION REGULATIONS

LINE DATA		
LINE #	DIRECTION	LENGTH
L17	N43°38'28"W	19.80'
L18	N46°21'32"E	19.80'
L19	S43°38'28"E	19.80'
L20	N46°21'32"E	19.80'
L21	S43°38'28"E	19.80'
L22	N46°21'32"E	19.80'
L23	N56°05'37"W	13.94'
L24	N88°38'28"W	20.32'
L25	S43°38'28"E	19.80'
L26	N46°21'32"E	19.80'
L27	N43°38'28"W	19.80'
L28	S46°21'32"W	19.80'
L29	N43°38'28"W	19.80'

LINE DATA		
LINE #	DIRECTION	LENGTH
L30	N46°21'32"E	19.80'
L42	N46°21'32"E	19.80'
L43	S43°38'28"E	19.80'
L44	S46°21'32"W	19.80'
L72	N46°21'32"E	19.80'
L73	S43°38'28"E	19.80'
L76	N46°21'32"E	19.80'
L77	N43°38'28"W	19.80'
L91	N46°21'32"E	19.80'
L93	S88°38'28"E	132.00'
L94	N88°38'28"W	44.27'
L95	S88°38'28"E	44.27'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C47	9.48'	10.00'	054°18'53"	N64°12'06"E	9.13'
C48	35.28'	50.00'	040°25'41"	S57°15'30"W	34.55'
C49	45.33'	50.00'	051°56'36"	N76°33'21"W	43.79'
C50	45.33'	50.00'	051°56'36"	N24°36'45"W	43.79'
C51	45.33'	50.00'	051°56'36"	N27°19'50"E	43.79'
C52	45.33'	50.00'	051°56'36"	N79°16'26"E	43.79'
C53	35.28'	50.00'	040°25'41"	S54°32'25"E	34.55'
C54	9.48'	10.00'	054°18'53"	N61°29'01"W	9.13'

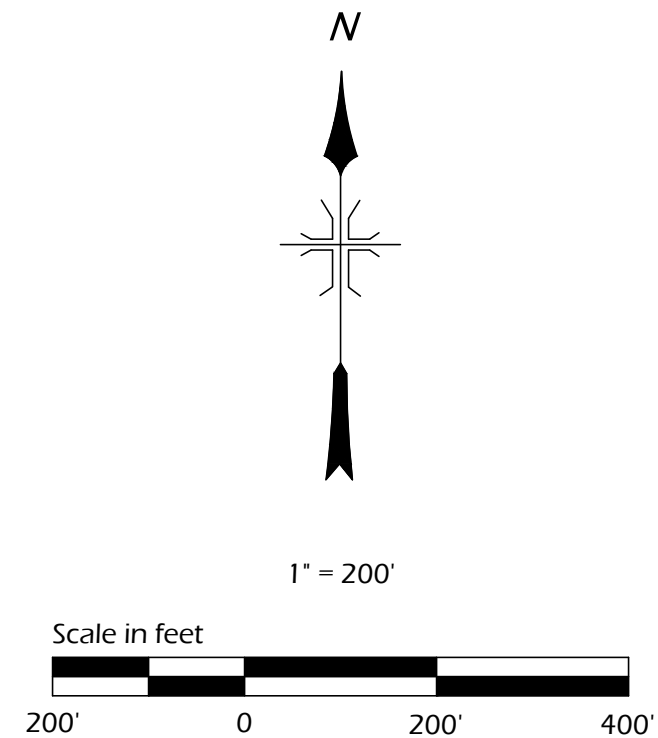
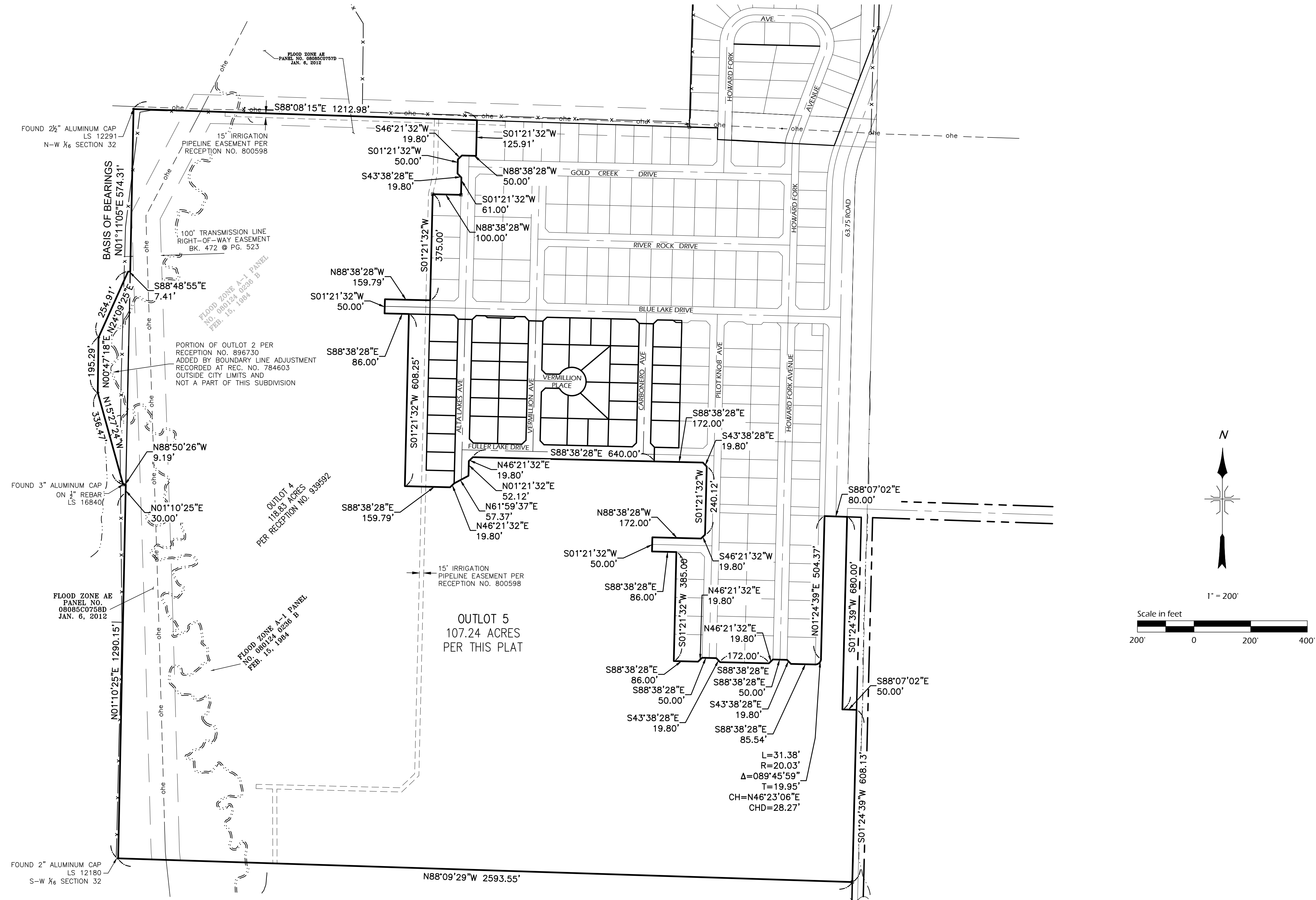
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TITLE: WATERFALL CANYON SUBDIVISION FILING NO. 6	
CLIENT: LEADERSHIP CIRCLE, LLC	DATE: 2022-07-21
ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	
FIELD BOOK: 713 / 894	TYPE: FINAL PLAT
DRAWN BY: DCC	
SHEET: 2 of 3	
FILE: 22023V_PLAT-F6	
JOB NO.: 22023	

WATERFALL CANYON SUBDIVISION

FILING NO. 6

SITUATED IN SECTION 32, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO
FINAL PLAT



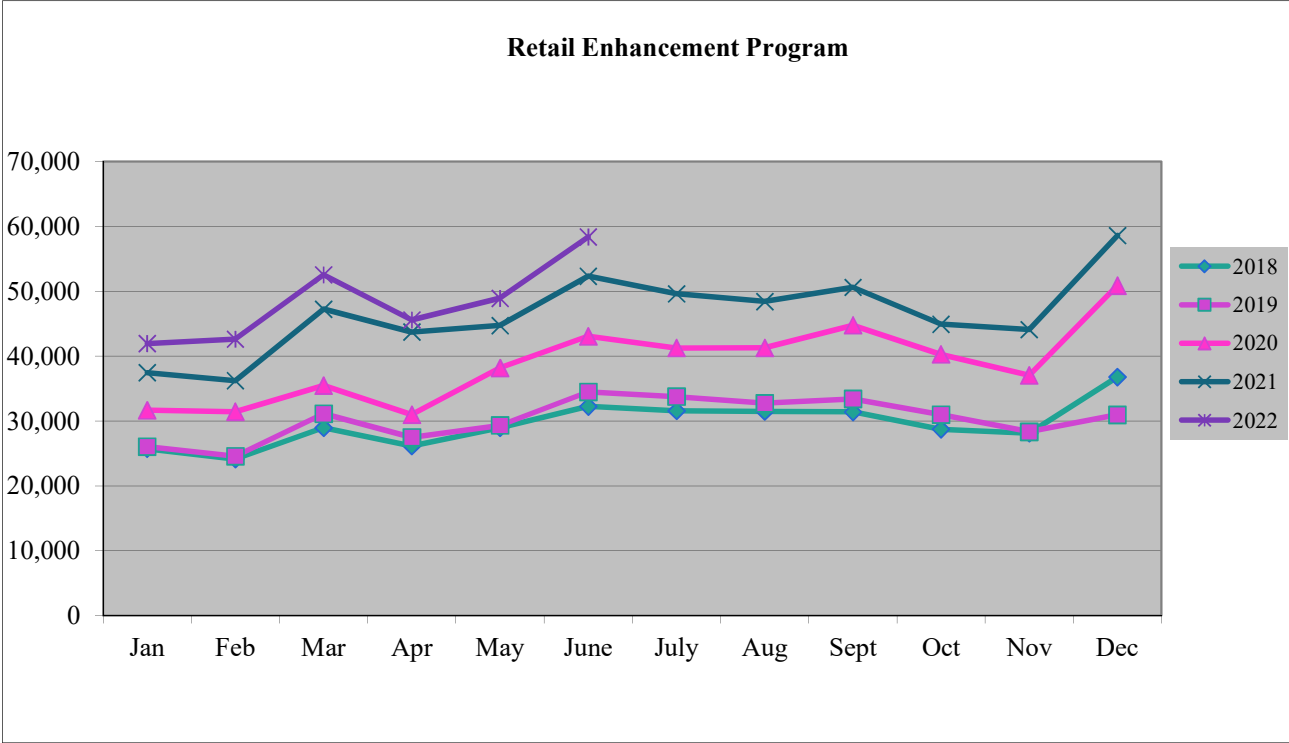
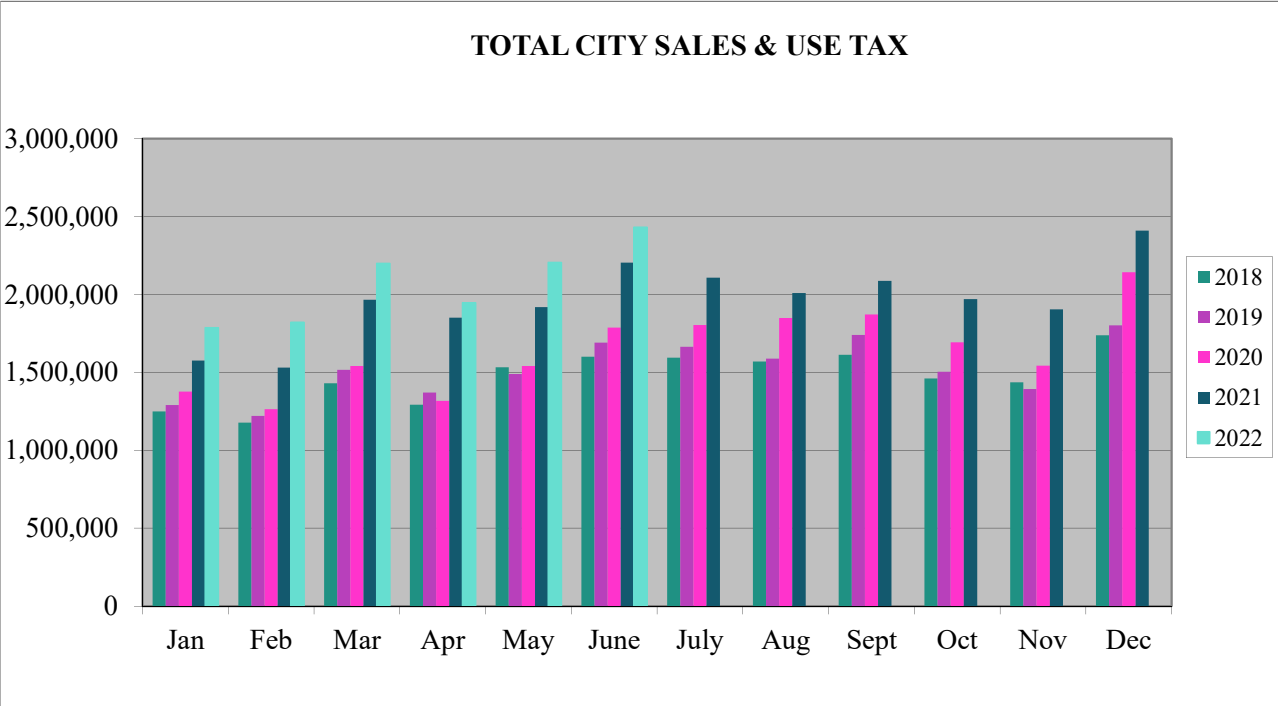
				DEL-MONT CONSULTANTS, INC. ENGINEERING ▾ SURVEYING 125 Colorado Ave. ▾ Montrose, CO 81401 ▾ (970) 249-2251 ▾ (970) 249-2242 FAX www.del-mont.com ▾ service@del-mont.com	
TITLE:				WATERFALL CANYON SUBDIVISION FILING NO. 6	
CLIENT:				LEADERSHIP CIRCLE, LLC	
ADDRESS & PHONE:				1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	
FIELD BOOK:		DRAWN BY:		DATE:	
713 / 894		DCC		2022-07-21	
SHEET:		FILE:		JOB NO.:	
3 OF 3		22023V_PLAT-F6		22023	
TYPE:				FINAL PLAT	

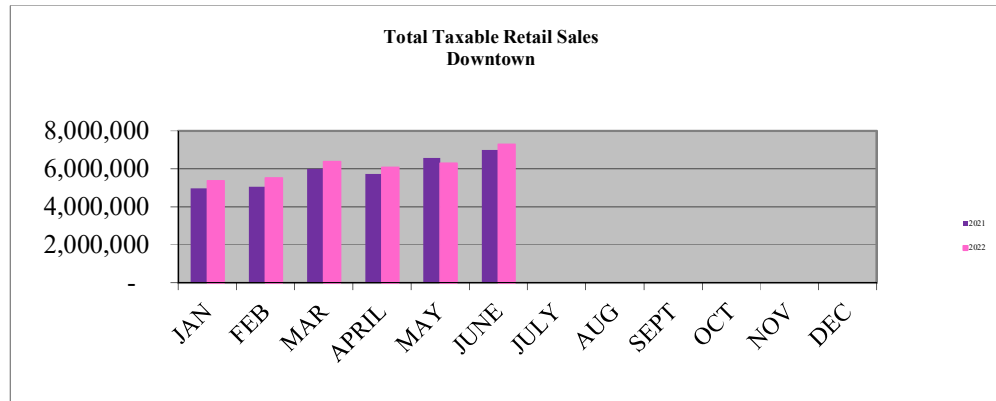
CITY OF MONTROSE
MONTHLY SALES, USE & EXCISE TAX REPORT

Date: August 8, 2022

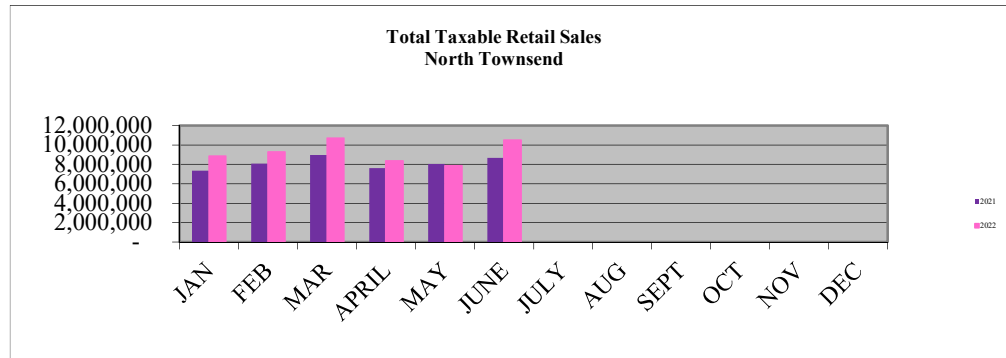
	Retail Sales Tax 3.0%			Construction Use Tax 3.0%			Use & Auto Tax 3.0%			Total Collected Sales and Use Tax			Sales and Use Budget	
	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Budget</i> <i>Budget</i> <i>2022</i>	<i>Variance</i> <i>2022</i>
Month														
Jan	1,577,196	1,411,880	11.7%	105,404	56,829	85.5%	103,384	106,625	-3.0%	1,785,984	1,575,334	13.4%	1,373,456	30.0%
Feb	1,604,527	1,356,512	18.3%	86,060	62,892	36.8%	131,237	111,783	17.4%	1,821,825	1,531,187	19.0%	1,312,954	38.8%
Mar	1,987,512	1,774,652	12.0%	76,046	67,001	13.5%	134,920	124,961	8.0%	2,198,478	1,966,614	11.8%	1,688,649	30.2%
Apr	1,727,419	1,648,303	4.8%	87,996	76,234	15.4%	130,690	127,030	2.9%	1,946,105	1,851,567	5.1%	1,578,615	23.3%
May	1,862,079	1,698,414	9.6%	230,326	79,180	190.9%	111,822	141,859	-21.2%	2,204,227	1,919,453	14.8%	1,612,555	36.7%
June	2,212,830	1,964,482	12.6%	55,698	95,375	-41.6%	162,206	142,970	13.5%	2,430,734	2,202,827	10.3%	1,891,631	28.5%
July														
Aug														
Sept														
Oct														
Nov														
Dec														
YTD Total	10,971,564	9,854,243	11.3%	641,530	437,511	46.6%	774,259	755,228	2.5%	12,387,353	11,046,982	12.1%	9,457,860	31.0%

	PSST Retail Sales Tax 0.58%			PSST Construction Use Tax 0.58%			PSST Use & Auto Tax 0.58%			Total Collected PSST Sales and Use Tax			PSST Budget		Montrose Recreation District 0.3%		
	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Budget</i> <i>Budget</i> <i>2022</i>	<i>Variance</i> <i>2022</i>	<i>Current</i> <i>Year</i> <i>2022</i>	<i>Prior</i> <i>Year</i> <i>2021</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>
Month																	
Jan	306,061	273,697	11.8%	20,501	11,422	79.5%	19,988	20,614	-3.0%	346,550	305,733	13.4%	265,395	30.6%	179,323	158,429	13.2%
Feb	311,225	263,661	18.0%	19,789	12,159	62.7%	25,373	21,611	17.4%	356,387	297,431	19.8%	258,006	38.1%	184,349	153,850	19.8%
Mar	385,493	344,978	11.7%	14,702	18,202	-19.2%	26,085	24,159	8.0%	426,280	387,339	10.1%	335,577	27.0%	220,486	200,342	10.1%
Apr	334,940	319,857	4.7%	17,005	14,739	15.4%	25,267	24,559	2.9%	377,212	359,155	5.0%	311,595	21.1%	195,107	185,847	5.0%
May	360,979	329,666	9.5%	52,447	33,452	56.8%	21,619	27,426	-21.2%	435,045	390,545	11.4%	360,477	20.7%	225,444	202,002	11.6%
June	429,836	381,703	12.6%	16,305	18,448	-11.6%	31,360	27,641	13.5%	477,501	427,792	11.6%	371,104	28.7%	246,982	221,266	11.6%
July																	
Aug																	
Sept																	
Oct																	
Nov																	
Dec*																	
YTD Total	2,128,534	1,913,562	11.2%	140,749	108,422	29.8%	149,690	146,011	2.5%	2,418,973	2,167,995	11.6%	1,902,153	27.2%	1,251,691	1,121,736	11.6%

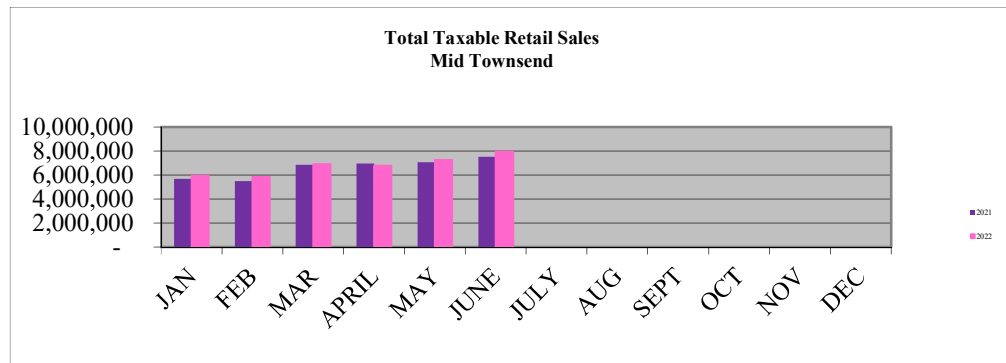




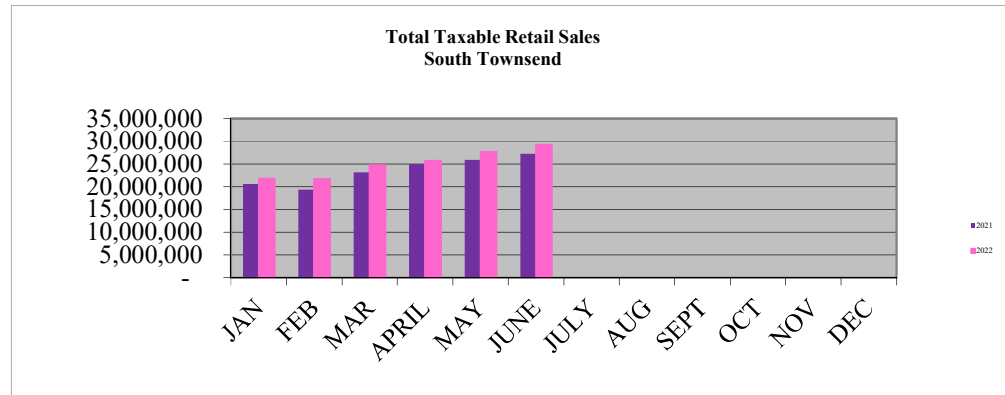
AREA 1: DOWNTOWN BOUNDARY



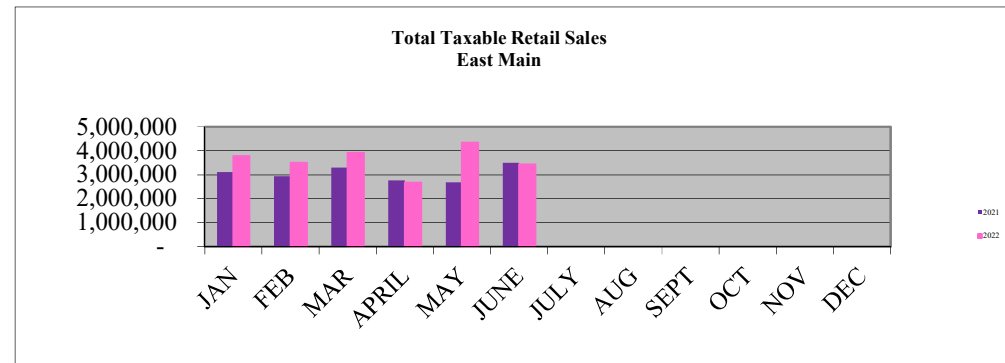
AREA 2: *NORTH CITY LIMIT TO NORTH 2ND STREET



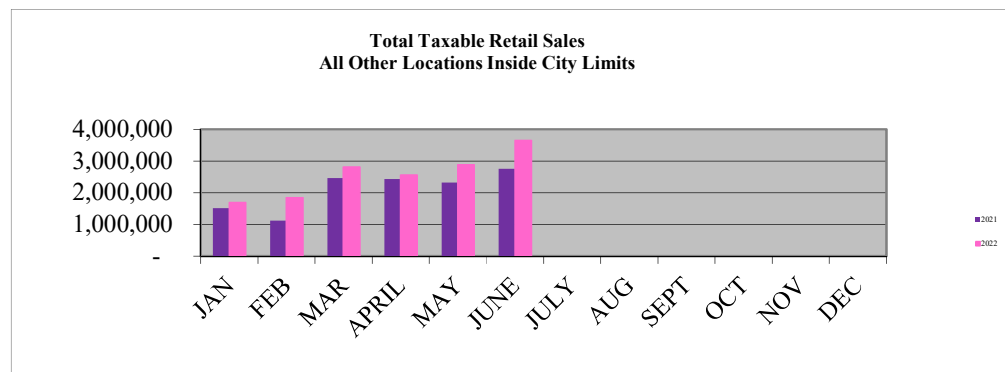
AREA 3: MID TOWNSEND SOUTH 2ND STREET TO E OAK GROVE RD



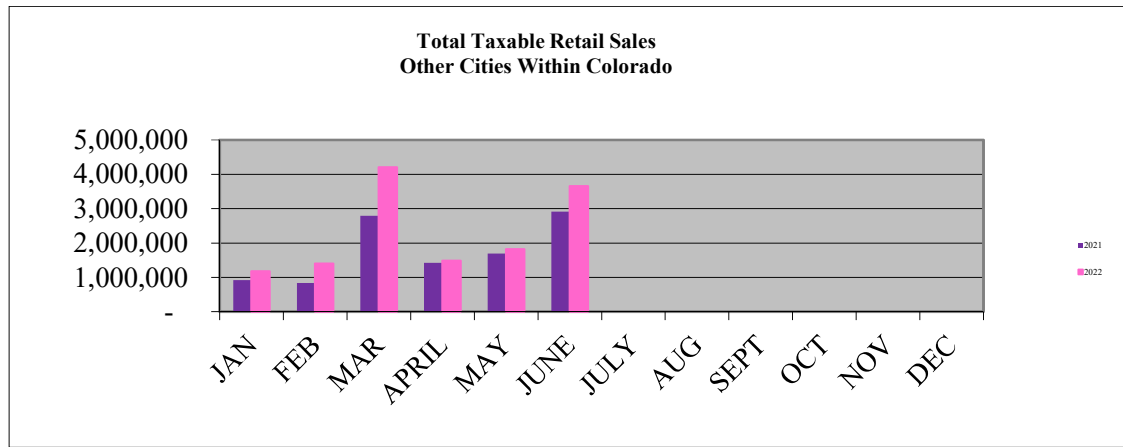
AREA 4: SOUTH TOWNSEND E OAK GROVE RD TO SOUTH CITY LIMIT



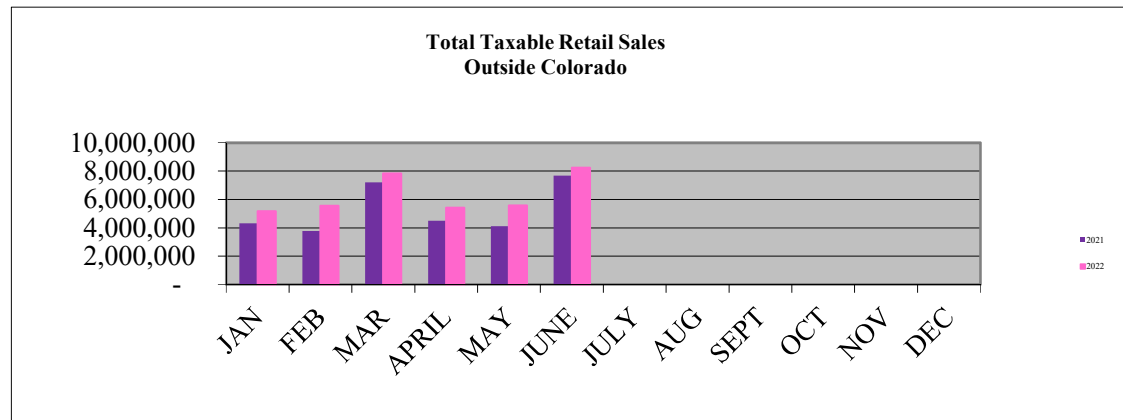
AREA 5: EAST MAIN SAN JUAN AVENUE TO EAST CITY LIMIT



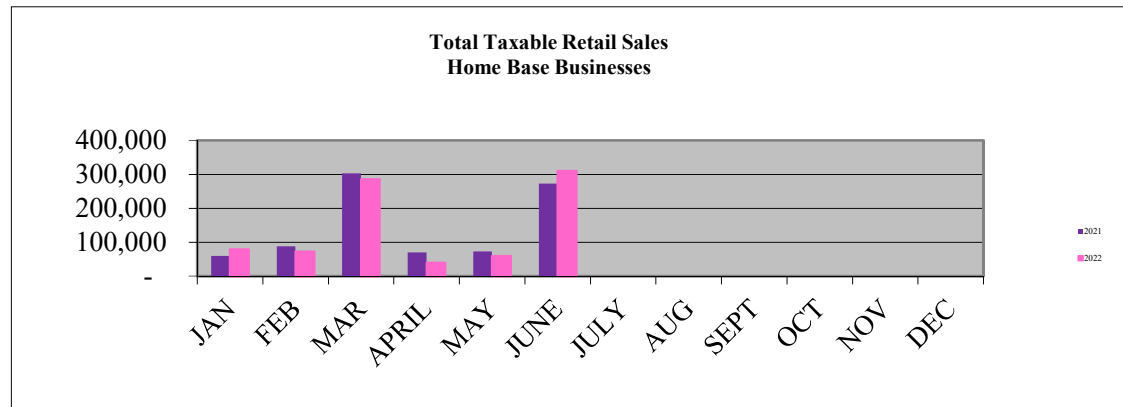
AREA 6: ALL OTHER LOCATIONS INSIDE CITY LIMITS OF MONTROSE



AREA 7: OTHER CITIES WITHIN COLORADO



AREA 8: OUTSIDE COLORADO



AREA 9: HOME BASE BUSINESSES

City of Montrose
Quarterly Budget Report

Second Quarter Ending June 30, 2022

August 16, 2022

The attached Financial Report represents **unaudited** revenues and expenditures as of the end of the second quarter of 2022 with a comparison to the budget.

The main operating fund of the city is the General Fund. Revenues have been collected at 57.3% and 49.5% of the expenditures has been expended. Sales and Use Taxes at 3% comprise more than 75% of the total revenue in the General Fund and no mill levy/property tax is assessed or collected. Compared to 2021 collections, retail sales tax collections and total sales and use tax collections increased 11.3% and 12.1% respectively.

On November 5, 2019, the voters approved an increase of .58% to the sales and use tax rate to fund public safety. Compared to 2021 sales and use tax through June for the Public Safety fund increased 11.6%. Public safety revenues have been collected at 53.2% and 35.2% has been expended in 2022.

On April 1, 2014, voters approved an additional .3% sales and use tax to be collected by the city which has been used by the Montrose Recreation District to fund the new community recreation center on Woodgate Road. Collections for 2022 through June total \$1,251,691 which is a 11.6% increase over 2021 collections.

The following capital projects were budgeted in the Governmental Funds for 2022. These projects are all in process:

- New Public safety Building – 2022 is the final year of this multi-year project
- “Keep Montrose Moving” deferred maintenance projects
- Niagara/Hillcrest Roundabout Design, Hill Street Extension, 6700 Road Design, Reconstruction S. Third, General Sidewalk Replacement and ADA program
- Design for new Public Works and City Hall facilities

	Revenues collected YTD compared to Budget for 2022	Expenses paid YTD compared to Budget for 2022
Water Fund	54.9%	45.5%
Sewer Fund	62.5%	29.2%
Trash & Recycling Fund	45.0%	31.5%
Black Canyon Golf Course	55.5%	32.8%

Water Fund Capital improvement projects include:

- Valve and hydrant replacement
- PRV upgrade and monitoring equipment
- Southeast Water Transmission Main
- Townsend Water line replacement

Sewer Fund Capital improvement projects include:

- Sewer rehabilitation/replacement
- Manhole rehabilitation & H2S lining
- Lift station elimination
- Townsend Sewer line replacement
- Motor Control Center Upgrade and Perimeter fencing at WWTP

This report is provided to give City Council an overall feel for how the city’s funds are performing. Please contact Shani Wittenberg, Finance Director with any questions.

UNAUDITED

Treasurer's Report
June 30, 2022

Description	Checking	Savings	CD's	Total	**Restricted Funds	Available Totals
General Fund	6,049,846.71	12,522,151.65	3,074,620.88	21,646,619.24	297,605.27	21,349,013.97
Public Safety Fund	4,160,936.34	1,808,276.98		5,969,213.32		5,969,213.32
Retail Sales Enhancement	262,123.83	225,637.82		487,761.65	487,761.65	
Tourism	239,807.30	769.96	50,888.93	291,466.19	291,466.19	
Water Fund	112,970.92	4,133,346.77	656,088.81	4,902,406.50	-	4,902,406.50
Sewer Fund	507,478.16	1,511,746.66	1,172,479.43	3,191,704.25		3,191,704.25
Trash/Recycling Fund	239,894.00	464,233.88	-	704,127.88		704,127.88
Black Canyon Golf Course	461,296.93			461,296.93		461,296.93
Fleet Management Fund	414,447.02	1,603,365.40	529,244.88	2,547,057.30		2,547,057.30
Information Services Fund	-	-		-		-
Health/Dental Mgmt	244,438.53	2,585,463.20		2,829,901.73		2,829,901.73
Facilities Management Fund	-	-		-		-
Total Operating	12,693,239.74	24,854,992.32	5,483,322.93	43,031,554.99	1,076,833.11	41,954,721.88
Downtown Improvement	34,990.87	40,616.67	-	75,607.54	75,607.54	
Downtown Opportunity Loan	80,732.66			80,732.66	80,732.66	
Greater Montrose Loan	-	82,930.50		82,930.50	82,930.50	
Public Education Government	32,406.15	50,165.42	-	82,571.57	82,571.57	
Surplus & Deficiency Fund	13,810.62	-	51,056.29	64,866.91	64,866.91	
Conservation Trust	11,293.52	387,533.24		398,826.76	398,826.76	
Pavilion Capital	6,298.42			6,298.42	6,298.42	
Montrose Urban Renewal	(3,148,191.80)	-		(3,148,191.80)	(3,148,191.80)	
Special Benefit Fund	122,639.52	150,386.73	-	273,026.25	273,026.25	
2010 Excise Tax Bonds	662,316.96			662,316.96	662,316.96	
EDA Fireflow Loan	-			-	-	
Demoret Trust	2,161.90	25,111.45	302,094.71	329,368.06	329,368.06	
Cemetery Perpetual	7,625.99	116,324.06		123,950.05	123,950.05	
SID Revolving	52,929.55	967.92	153,555.72	207,453.19	207,453.19	
Grand/Rio Grande	1,385.08	1,188,485.81	249,732.53	1,439,603.42	1,439,603.42	
Capital Improvements	558,292.99	3,283,308.02	-	3,841,601.01	3,841,601.01	
Civic Campus Upgrades	-	-		-	-	
Total Non-Operating	(1,561,307.57)	5,325,829.82	756,439.25	4,520,961.50	4,520,961.50	
Grand Total	11,131,932.17	30,180,822.14	6,239,762.18	47,552,516.49	5,597,794.61	41,954,721.88

*CD's are available upon maturity.

**Restricted funds are in accordance with Council action, grant, State or Federal Mandate.

Savings Interest Rate .82%

CD Interest Rate Ave is 1.70% Range 1.70% to 2.17%

CITY OF MONTROSE
REVENUE & EXPENDITURE SUMMARY
as of June 30, 2022 - unaudited

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL FUND					
REVENUE					
TAXES (SALES & FRANCHISE)	2,510,878	13,137,619	21,493,378	8,355,759	61.1%
LICENSES & PERMITS	48,683		571,482	571,482	0.0%
INTERGOVERNMENTAL REVENUES	61,306	593,126	3,652,790	3,059,664	16.2%
CHARGES FOR SERVICES	8,481	74,517	33,600	(40,917)	221.8%
PAVILION REVENUES	-	31,979	93,468	61,489	34.2%
BASEBALL REVENUES	675	12,000	18,077	6,077	66.4%
FINES & FORFEITURES	9,449	34,696	144,500	109,804	24.0%
LEASES & RENTAL OF CITY FACILITIES	7,681	362,774	78,680	(284,094)	461.1%
TRANSFERS FROM OTHER FUNDS	48,448	290,688	581,377	290,689	50.0%
INCOME FROM INVESTMENTS	9,156	22,460	20,100	(2,360)	111.7%
OTHER FINANCING SOURCES	1,983	11,900	24,300	12,400	49.0%
TOTAL REVENUE	2,706,742	14,571,759	26,711,752		55.0%
TRANSFER FROM RESERVES			1,493,619		
TOTAL REVENUE AND RESERVES	2,706,742	14,571,759	28,205,371		
EXPENDITURES					
CITY COUNCIL	14,748	99,368	167,425	68,057	59.4%
YOUTH COUNCIL	117	293	8,200	7,907	3.6%
ECONOMIC DEVELOPMENT & COMMUNITY PROG	402,608	934,019	3,285,000	2,350,981	28.4%
CITY ATTORNEY	16,714	116,658	454,193	337,535	25.7%
CITY MANAGER	25,273	179,550	374,886	195,336	47.9%
COMMUNICATIONS	10,810	59,505	134,596	75,091	44.2%
COMPETITIVE SPORTS	7,192	25,616	84,250	58,634	30.4%
HUMAN RESOURCES	29,179	230,992	471,490	240,498	49.0%
PAVILION	40,704	241,753	597,982	356,229	40.4%
GEOGRAPHIC INFORMATION SERVICE	26,609	135,237	357,845	222,608	37.8%
FINANCE	52,075	369,140	817,338	448,198	45.2%
MUNICIPAL COURT	27,629	122,052	263,940	141,888	46.2%
TEEN COURT	-	2,400	8,415	6,015	28.5%
PLANNING	24,209	130,828	368,657	237,829	35.5%
INNOVATION & COMM ENGAGEMENT	14,022	1,899,625	114,699	(1,784,926)	1656.2%
CITY CLERK	21,956	158,998	313,967	154,969	50.6%
BUILDING	24,999	145,439	462,005	316,566	31.5%
ENGINEERING	27,390	153,791	389,130	235,339	39.5%
PUBLIC WORKS ADMIN	35,464	147,041	327,224	180,183	44.9%
STREETS	143,973	1,280,380	2,452,756	1,172,376	52.2%
STREET CLEANING	13,744	87,712	454,866	367,154	19.3%
PARKS	162,680	745,297	2,137,953	1,392,656	34.9%
TREE PROGRAM	3,670	9,049	30,000	20,951	30.2%
SUNSET MESA MAINTENANCE	16,848	85,567	141,220	55,653	60.6%
CEMETERY	5,024	28,853	187,457	158,604	15.4%
TRANSFERS TO PUBLIC SAFETY	1,083,199	6,499,195	13,552,819	7,053,624	48.0%
INSURANCE AND GF FLEET LEASE	2,005	72,776	247,058	174,282	29.5%
TOTAL EXPENDITURES	2,232,910	13,961,136	28,205,371		49.5%
REVENUE OVER(UNDER) EXP.	473,831	610,623	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
PUBLIC SAFETY FUND					
REVENUE					
SALES AND USE TAXES	477,501	2,419,585	4,017,826	1,598,241	60.2%
GRANTS	-	34,769	88,000	53,231	39.5%
CHARGES FOR SERVICES	6,752	40,193	83,420	43,227	48.2%
INSURANCE CLAIMS AND DONATIONS	524	43,219	44,300	1,081	97.6%
INTEREST INCOME	2,682	6,527	1,000	(5,527)	652.7%
TRANSFER FROM GENERAL FUND	681,022	4,086,131	8,195,061	4,108,931	49.9%
DRUG TASKFORCE	53	1,360	25,000	23,640	5.4%
TOTAL REVENUE	1,168,534	6,631,786	12,454,607		53.2%
TRANSFER FROM RESERVES	-		2,867,724		
TOTAL REVENUE AND RESERVES	1,168,534	6,631,786	15,322,331		
EXPENDITURES					
POLICE PATROL	485,479	3,525,183	9,116,198	5,591,015	38.7%
POLICE ADMINISTRATION	223,369	1,305,390	4,730,766	3,425,376	27.6%
DRUG TASKFORCE	31,287	195,803	422,224	226,421	46.4%
CODE ENFORCEMENT	7,260	32,755	125,594	92,839	26.1%
POLICE ACADEMY	28,752	96,888	210,927	114,039	45.9%
ANIMAL SERVICES	40,974	234,124	716,622	482,498	32.7%
TOTAL EXPENDITURES	817,121	5,390,143	15,322,331		35.2%
REVENUE OVER/UNDER EXP	351,413	1,241,643	-		
RETAIL SALES ENHANCEMENT FUND					
REVENUE					
TAXES	58,361	289,987	549,700	259,713	52.8%
GRANTS	-	-	17,500	17,500	0.0%
OTHER REVENUE	596	3,137	16,800		
TRANSFER FROM GENERAL FUND	4,045	24,271	48,542		
TRANSFER FROM RESERVES			35,293		
TOTAL REVENUE	63,002	317,395	667,835	277,213	47.5%
EXPENDITURES					
DART/BUSINESS OPERATIONS	45,274	221,113	558,684	337,571	39.6%
MONTROSE UNIVERSITY	4,174	14,126	12,800	(1,326)	110.4%
TOTAL EXPENDITURES	49,447	235,239	571,484	336,245	
REVENUE OVER(UNDER) EXP.	13,555	82,156	96,351		
OPPORTUNITY LOAN FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
PRINCIPAL & INTEREST PAYMENTS	679	5,499	15,150	9,651	36.3%
TRANSFER FROM RESERVES			44,850	-	
TOTAL REVENUE	679	5,499	60,000	9,651	
EXPENDITURES					
DOWNTOWN OPPORTUNITY FUND	-	-	60,000	60,000	
REVENUE OVER(UNDER) EXP.	679	5,499	-		
PUBLIC/EDUCATION/GOVERNMENT					
REVENUE					
PEG FEE	-	34,164	16,000	(18,164)	213.5%
INTEREST INCOME	47	114	150	36	
TOTAL REVENUE	47	34,278	16,150	(18,128)	212.3%
TRANSFER FROM RESERVE	196	0	23,155		
TOTAL REVENUE AND RESERVES	243	34,278	39,305	-	87.2%
EXPENDITURES	275	51,429	39,305	(12,124)	130.8%
REVENUE OVER(UNDER) EXP.	(32)	(17,151)	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
CONSERVATION TRUST FUND					
REVENUE					
LOTTERY REVENUE	30,343	65,581	100,000	34,419	65.6%
INCOME FROM INVESTMENTS	506	1,205	2,500	1,295	48.2%
TRANSFER FROM RESERVES			297,500		
TOTAL REVENUE	30,849	66,786	400,000	35,714	16.7%
EXPENDITURES					
CONSERVATION TRUST	-	3,914	400,000	396,086	
REVENUE OVER(UNDER) EXP.	30,849	62,872	-		
MURA - COLORADO OUTDOORS					
REVENUE					
INTERGOVERNMENTAL REVENUES	127,655	237,590	200,000	(37,590)	118.8%
INTEREST INCOME	-	-	1,000	1,000	0.0%
OTHER FINANCING SOURCES	-	-	-	-	
TOTAL REVENUE	127,655	237,590	201,000	(36,590)	
EXPENDITURES					
PROFESSIONAL FEES	4,434	68,838	440,000	371,162	
TRAIL DEVELOPMENT - RIVER	-	-	-	-	
UNCOMPAHGRE RIVER WORK	4,769	7,948	-	(7,948)	
BUSINESS DEVELOPMENT - PUBLIC IMP	32,939	37,852	-	(37,852)	
TOTAL EXPENDITURES	42,141	114,638	440,000	325,362	
REVENUE OVER(UNDER)EXP.	85,513	122,952	(239,000)	(361,952)	
SPECIAL BENEFIT FUND					
REVENUE					
GRANTS	-	-	-	-	
CHARGES FOR SERVICES	1,575	15,750	35,800	20,050	44.0%
DONATIONS FROM THE COMMUNITY	690	6,303	20,000	13,697	31.5%
INTEREST INCOME	47	114	100	(14)	114.3%
TRANSFER FROM RESERVE		-	32,168	-	
TOTAL REVENUES	2,312	22,167	88,068	33,733	25.2%
EXPENDITURES					
CARE OF ANIMALS	6,195	20,945	88,068	67,123	23.8%
SUNSET MESA IMPROVEMENTS	-	-	-	-	
TOTAL EXPENDITURES	6,195	20,945	88,068	67,123	23.8%
REVENUE OVER(UNDER) EXP.	(3,883)	1,222	-		
TOURISM PROMOTIONAL FUND					
REVENUE					
EXCISE TAX	76,343	356,330	617,500	261,170	57.7%
SPECIAL EVENTS	-	-	1,000	1,000	0.0%
VISITOR GUIDE AD/MERCHANDISE SALES	4,900	52,038	11,000	(41,038)	473.1%
INTEREST INCOME	3	15	1,000	985	1.5%
TOTAL REVENUE	81,246	408,383	630,500	222,117	64.8%
TRANSFER FROM RESERVES		116,275	-		
TOTAL REVENUE AND RESERVES	81,246	524,658	630,500		83.2%
EXPENDITURES					
MARKETING	15,332	152,461	387,834	235,373	39.3%
VISITOR CENTER OPERATIONS	3,218	31,293	103,751	72,458	30.2%
SPECIAL EVENT OPERATIONS	17,165	40,184	97,816	57,632	41.1%
SPORTS TOURISM	3	8,454	31,835	23,381	26.6%
TOTAL EXPENDITURES	35,719	232,392	621,236	388,844	37.4%
REVENUE OVER(UNDER) EXP.	45,528	292,266	9,264		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL DEBT SERVICE					
REVENUE					
OTHER FINANCING SOURCES	152,465	914,791	1,527,651	612,860	59.9%
EXPENDITURES					
2020 PUBLIC SAFETY CERTIFICATE OF PARTICIPATION	-	284,860	899,794	614,934	31.7%
2017 INFRASTRUCTURE IMPROVEMENT LOAN	-	313,929	627,857	313,928	50.0%
TOTAL EXPENDITURES	-	598,789	1,527,651	928,862	
REVENUE OVER(UNDER) EXP.	152,465	316,001	-		
CEMETERY PERPETUAL CARE FUND					
REVENUE					
CHARGES FOR SERVICES	160	3,960	1,500	(2,460)	264.0%
INCOME FROM INVESTMENTS	116	283	500	217	56.5%
TOTAL REVENUE	276	4,243	2,000	(2,243)	
EXPENDITURES					
CEMETERY PERPETUAL CARE	-	-	500	500	0.0%
REVENUE OVER(UNDER) EXP.	276	4,243	1,500		
SPECIAL IMPROVEMENTS REVOLVING					
REVENUE					
MONTHLY PRINCIPAL AND INTEREST	30,975	45,877	21,000	(24,877)	218.5%
INCOME FROM INVESTMENTS	418	1,046	3,000	1,954	34.9%
TOTAL REVENUE	31,393	46,923	24,000	(22,923)	
TRANSFER FROM RESERVES			-		
TOTAL REVENUE AND RESERVES	31,393	46,923	24,000		
EXPENDITURES					
COUNTY COLLECTION FEE	117	452	500	48	90.4%
TOTAL EXPENDITURES	117	452	500	48	
REVENUE OVER(UNDER) EXP.	31,276	46,470	23,500		
CAPITAL and FACILITY IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	16,593	208,000	191,407	
GRANT MATCH FROM OTHER ENTITIES	-	-	-	-	
INCOME FROM INVESTMENTS	3,222	7,824	6,500	(1,324)	120.4%
TRANSFER FROM GENERAL FUND	312,100	1,872,597	3,775,194	1,902,597	49.6%
TOTAL REVENUE	315,321	1,897,014	3,989,694	2,092,680	47.5%
TRANSFER FROM RESERVES		-	3,585,306	3,585,306	
TOTAL REVENUE AND RESERVES	315,321	1,897,014	7,575,000		
EXPENDITURES					
FACILITY IMPROVEMENTS	2,103	7,079	1,050,000	1,042,921	0.7%
CURB/GUTTER/SIDEWALK	1,984	3,484	195,000	191,516	1.8%
CAPITAL IMPROVEMENTS	875,396	1,602,348	6,070,000	4,467,652	26.4%
CONNECT TRAIL	1,800	1,800	260,000	258,200	
BALDRIDGE PARK IMPROVEMENTS	-	3,945	-	(3,945)	
DOWNTOWN SALES TAX TIF	-	-	-	-	
TOTAL EXPENDITURES	881,282	1,618,656	7,575,000	5,956,344	21.4%
REVENUE OVER(UNDER) EXP.	(565,961)	278,358	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
WATER FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	7,000	7,000	0.0%
WATER REVENUES	840,431	2,966,177	6,203,995	3,237,818	47.8%
WATER CAPACITY FEES	21,113	230,825	287,580	56,755	80.3%
INCOME FROM INVESTMENTS	5,865	15,550	5,000	(10,550)	311.0%
TOTAL REVENUE	867,408	3,212,552	6,503,575	3,291,023	54.9%
TRANSFER FROM RESERVES	581,681	1,305,388	2,862,305		
TOTAL REVENUE AND RESERVES	1,449,089	4,517,940	9,365,880	3,291,023	
EXPENDITURES					
RECORDS & COLLECTION	20,085	77,071	203,205	126,134	37.9%
WATER DIST & ADMIN	502,185	4,178,381	8,965,197	4,786,816	46.6%
WATER DEBT SERVICE	165	5,239	197,478	192,239	2.7%
TOTAL EXPENDITURES	522,435	4,260,691	9,365,880	5,105,189	45.5%
REVENUE OVER(UNDER) EXP.	926,654	257,249	1		
SEWER FUND					
REVENUE					
CHARGES FOR SERVICES	1,783	10,519	20,000	9,481	52.6%
SEWER REVENUES	306,597	1,607,126	3,097,000	1,489,874	51.9%
SEWER LEASE & CAPACITY FEES	77,250	731,575	641,258	(90,317)	114.1%
INCOME FROM INVESTMENTS	1,633	4,608	6,500	1,892	70.9%
TOTAL REVENUE	387,263	2,353,828	3,764,758		62.5%
TRANSFER FROM RESERVES	-	-	2,168,485		
TOTAL REVENUE AND RESERVES	387,263	2,353,828	5,933,243		
EXPENDITURES					
RECORDS & COLLECTION	587	6,968	36,077	29,109	19.3%
SEWER LINE MAINT & ADMIN	130,552	1,168,187	3,792,668	2,624,480	30.8%
SEWER TREATMENT	90,664	554,643	1,921,876	1,367,233	28.9%
INDUSTRIAL PRETREATMENT	540	540	21,050	20,510	2.6%
SEWER DEBT SERVICE	135	4,286	161,573	157,286	2.7%
TOTAL EXPENDITURES	222,478	1,734,625	5,933,243		29.2%
REVENUE OVER(UNDER) EXP.	164,785	619,203	-		
TRASH & RECYCLING FUND					
REVENUE					
CHARGES FOR SERVICES	171,650	1,025,049	2,125,000	1,099,951	48.2%
SALE OF SUPPLIES	207	1,941	3,000	1,060	64.7%
INCOME FROM INVESTMENTS	438	1,060	1,000	(60)	
TOTAL REVENUE	172,295	1,028,049	2,129,000		45.0%
TRANSFER FROM RESERVES	-	-	153,600		
TOTAL REVENUE AND RESERVES	172,295	1,028,049	2,282,600		
EXPENDITURES					
RECORDS & COLLECTION	484	7,503	44,522	37,019	16.9%
SANITATION OPER & ADMIN	182,336	711,959	2,238,078	1,526,119	31.8%
TOTAL EXPENDITURES	182,820	719,462	2,282,600	1,563,138	31.5%
REVENUE OVER(UNDER) EXP.	(10,525)	308,587	-		
BLACK CANYON GOLF COURSE					
REVENUE					
GOLF ROUNDS	89,320	304,883	254,600	(50,283)	119.7%
ANNUAL MEMBERSHIPS	-	132,720	118,500	(14,220)	112.0%
OTHER SALES	17,146	46,262	324,600	278,338	14.3%
TRANSFER FROM GENERAL FUND	54,892	329,350	767,414	438,064	42.9%
TOTAL REVENUE	161,358	813,215	1,465,114		55.5%
EXPENDITURES					
TURF MAINTENANCE OPERATIONS	37,063	127,537	671,137	543,600	19.0%
BUSINESS OPERATIONS/CLUBHOUSE	49,119	194,863	487,613	292,750	40.0%
RUSTY PUTTER RESTAURANT	34,501	157,716	306,364	148,648	
TOTAL EXPENDITURES	120,682	480,116	1,465,114	984,998	32.8%
REVENUE OVER(UNDER) EXP.	40,675	333,099	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
INTERNAL SERVICE FUNDS					
REVENUE					
SHARED SERVICES	-	28,528	31,556	3,028	
CHARGES FOR SERVICE	40	780	2,498	1,718	
SALE OF ASSETS & EQUIPMENT USAGE	407,813	2,372,467	6,562,622	4,190,155	36.2%
INCOME FROM INVESTMENTS	2,459	6,057	6,000	(57)	
TOTAL REVENUE	410,312	2,407,832	6,602,676		36.5%
TRANSFER FROM RESERVE	60,939		6,792		
TOTAL REVENUE AND RESERVES	471,251	2,407,832	6,609,468		
EXPENDITURES					
FLEET MANAGEMENT	98,833	592,593	2,928,878	2,336,285	20.2%
INFORMATION SERVICES	136,574	927,343	2,022,920	1,095,577	45.8%
FACILITY MANAGEMENT	79,965	571,850	1,657,670	1,085,820	34.5%
TOTAL EXPENDITURES	315,372	2,091,785	6,609,468	4,517,683	
REVENUE OVER(UNDER) EXP.	155,879	316,047	-		
HEALTH & DENTAL MGMT FUND					
REVENUE					
WESTCO PREMIUMS	17,090	119,054	300,000	180,946	39.7%
REFUNDS & REBATES	-	0	510,000	510,000	0.0%
INCOME FROM INVESTMENTS	2,476	6,045	5,000	(1,045)	120.9%
FROM OTHER FUNDS WITHIN THE CITY	189,666	1,132,027	2,300,000	1,167,973	49.2%
TRANSFER FROM RESERVES		-	34,618		
TOTAL REVENUE	209,232	1,257,126	3,149,618		39.9%
HEALTH & DENTAL PREMIUMS & CLAIMS	256,910	1,910,143	3,149,618	1,239,475	60.6%
REVENUE OVER(UNDER) EXP.	(47,678)	(653,016)	-		
MRD SALES AND USE TAX					
REVENUE	234,882	1,251,691	2,077,517	825,826	60.2%
EXPENDITURE	195,107	1,251,691	2,077,517	825,826	60.2%
REVENUE OVER(UNDER) EXP	39,775	(0)	-	0	