



CITY COUNCIL WORK SESSION
Monday, September 19, 2022 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

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.

1) DISCUSSION ITEMS

- A) Housing Needs Assessment Consultant Introduction (10 minutes)
Staff: Community Engagement Specialist Ross Valdez 3-7
- B) Discussion of Graffiti Fund Monies (15 minutes)
Staff: Municipal Court Judge Charles Greenacre, Finance Director Shani Wittenberg, and City Attorney Ben Morris
- C) Court Appointed Counsel (15 minutes)
Staff: Municipal Court Judge Charles Greenacre and City Attorney Ben Morris 8-16
- D) Hilltop North Addition Annexation (10 minutes)
Staff: Planner II William Reis 17-24
- E) Intergovernmental Agreement with Montrose County for Liquor Licensing Shared Services (10 minutes)
Staff: City Clerk Lisa DelPiccolo 25-29

2) GENERAL CITY COUNCIL DISCUSSION

3) STAFF COMMENTS

- A) Open House for 2023 Budget
Staff: Finance Director Shani Wittenberg



FUTURE TOPICS

- Historic Preservation Commission Applicant Interviews – October 3
- Special Meeting/Executive Session for City Attorney Informal Mid-Cycle Review – October 3
- Youth City Council Appointments – October 4
- Lodging & Entertainment Liquor License Hearing for Montrose Day Spa – October 4
- Liquor License Transfer Application for Holiday Inn Express – October 4
- Special Meeting/Executive Session for City Manager Informal Mid-Cycle Review – October 17
- Historic Preservation Commission Appointment – October 18
- Liquor License Transfer Application for West Main Liquors – October 18
- First Reading of 2023 Budget Ordinance – November 1



CITY OF MONTROSE

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: September 19, 2022
RE: Housing Needs Assessment Consultant Introduction

Background

On August 1, 2022, the City of Montrose awarded Points Consulting a professional services agreement to conduct a housing needs assessment. The housing needs assessment is funded through the DOLA Innovative Housing Strategies Planning Grant with a partial match from the City of Montrose.

Points Consulting organized a kick-off meeting with City staff on August 16 and is currently reviewing key documents, collecting data, and conducting market research. Staff is assisting Points Consulting by connecting them with key partners and would like for City Council to meet their team to further enhance this effort.

City of Montrose Housing Needs Assessment

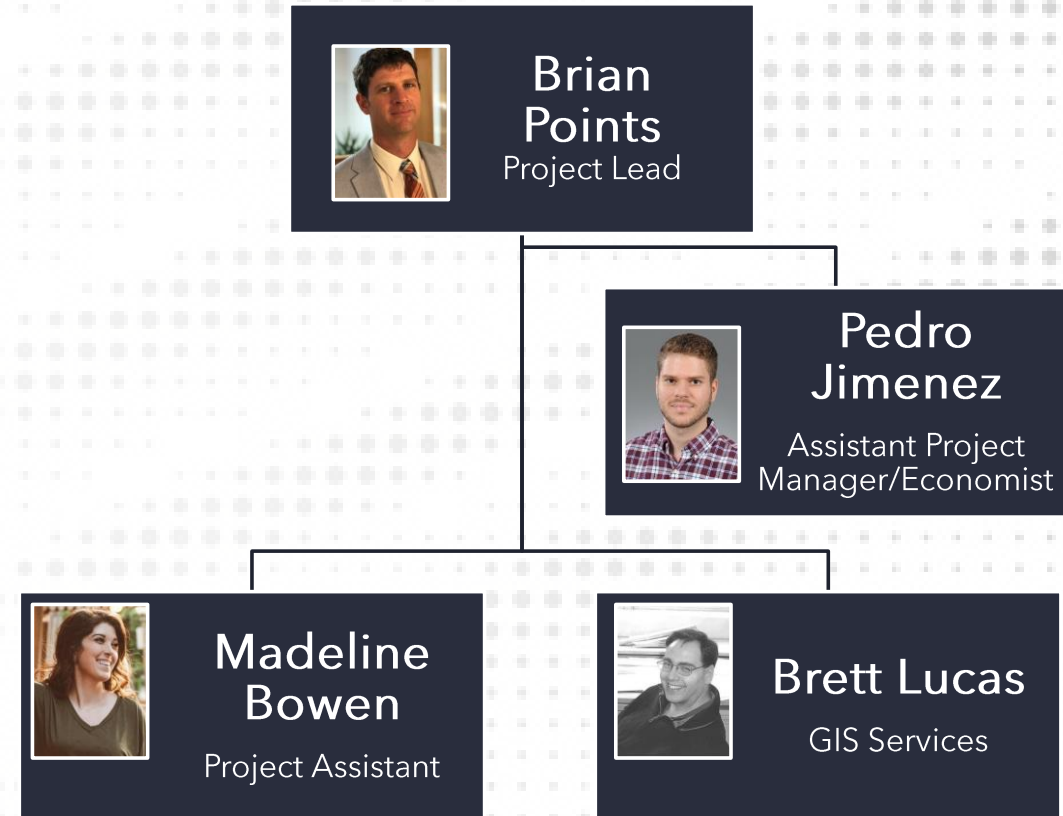
*For: City of Montrose
By: Points Consulting
September 19, 2022*



POINTS
CONSULTING

Our Team & Expertise

- ❑ Housing Needs Assessments
- ❑ Econometrics & Forecasting
- ❑ Feasibility and Economic Impact Studies
- ❑ Rural Areas Experience
- ❑ National/International Best Practices
- ❑ Labor Market & Demographic Analysis
- ❑ Both Local and National Presence
- ❑ Land Use & GIS



POINTS
CONSULTING

Scope of Work: Tasks 1-3

Task 1: Project Launch & Administration

- Launched on August 16, 2022

Task 2: Document & Ecosystem Review

- Lit and background review

Task 3: Data Collection & Market Research

- Demographic review and analysis
- Local economic framework
- Housing stock and trends assessment
- GIS analysis
- Identify in-progress and potential housing developments

Task 4: Community Outreach

- City drive-thru and assessment
- In-depth interviews
- Community survey

Task 5: Gap & Barriers Analysis

- Analysis of the community's needs in terms of quantity, quality and variety of housing stock
- Housing demand forecast through 2040

Task 6: Key Strategies & Recommendations

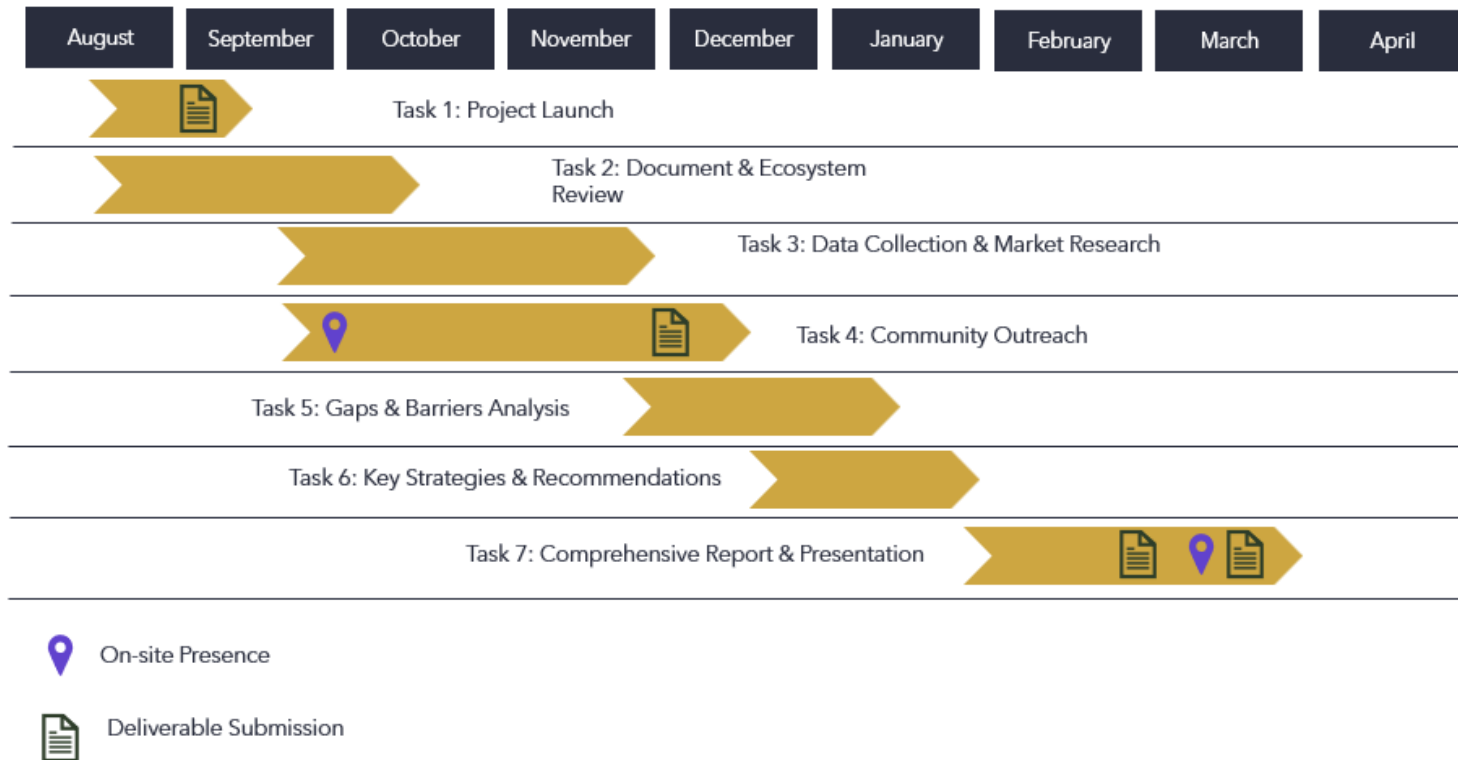
- Summary of recommended strategies for increasing housing affordability and choices.
- Best practices in peer communities and reproducible models suitable in Montrose
- Current and potential funding sources
- Recommended supply targets by AMI

Task 7: Comprehensive Report & Presentation

- Revised and finalized report
- Presentation to City Council and the community



Project Timeline



City of Montrose HNA

Deliverable 1: Project Work Plan (Estimated date September 7, 2022)

Deliverable 2: Community Survey & Results (Estimated completion date December 12, 2022)

Deliverable 3: Comprehensive Draft Report (Estimated completion March 01, 2023)

Deliverable 4: Final Comprehensive Report & Presentation (Estimated Completion March 24, 2023)



POINTS
CONSULTING

MUNICIPAL COURT, CITY OF MONTROSE, STATE OF COLORADO

Administrative Order: 2022-01

ADMINISTRATIVE ORDER RE: COURT APPOINTED COUNSEL

This administrative order is adopted with respect to the appointment of counsel for indigent persons in the following cases:

- A. Counsel for indigent persons in criminal cases.
- B. Counsel for indigent persons in contempt cases.
- C. Advisory counsel for pro se persons in criminal cases.
- D. Counsel for incompetent persons in criminal cases.
- E. Counsel for incarcerated persons as required by §§ 13-10-114.5(1) and (2), C.R.S. (2021).
- F. Counsel for an indigent witness subpoenaed to appear and testify in a court hearing if the witness requests counsel and the judge determines the appointment of counsel is necessary to assist the witness in asserting his or her privilege against self-incrimination

I. CONSTITUTIONAL AND STATUTORY AUTHORITY

- A. The federal and state constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions. This constitutional right has been interpreted to mean that counsel will be provided at state expense in all cases in which actual incarceration is a likely penalty.
- B. Section 13-10-114.5, C.R.S. (2021), provides that each municipality shall provide independent indigent defense for each defendant charged with a municipal code violation for which there is a possible sentence of incarceration. Independent indigent defense requires, at a minimum, that a nonpartisan entity independent of the municipal court and municipal officials oversee or evaluate indigent defense counsel.

II. APPOINTMENT OF COUNSEL

- A. The Court shall maintain an appointment list of contracted indigent defense counsel who are evaluated or overseen by the Colorado Office of Alternate Defense Counsel (OADC). The appointment list shall include any attorney who contracts with OADC or who have otherwise been approved by OADC. The Court will also participate in the OADC Municipal Court Program for the purpose of having OADC provide evaluation services in accordance with § 21-2-108, C.R.S. (2021).
- B. When additional counsel are needed to represent indigent defendants, the City of Montrose shall advertise for attorneys who desire to provide contracted indigent defense services for the Court. The advertisement shall specify the minimum qualifications to insure competent and independent representation and the contractual terms of that representation. If the attorney is not otherwise qualified by OADC, the contract shall provide the attorney shall be evaluated by OADC in accordance with § 13-10-114.5(3)(c)(II), C.R.S. (2022) as soon as practicable but no later than one year after executing a contract.
- C. All appointments of indigent defense counsel shall be made from the appointment list.
- D. The Court may appoint contracted indigent defense counsel from the appointment list to represent indigent defendants who do not have the capacity to effectively participate in legal proceedings and indigent parties in contempt of court proceedings.

III. INDIGENCY DETERMINATION

- A. All parties requesting court-appointed counsel must be indigent and must complete the Montrose Municipal Court Affidavit of Indigency/Application for Court-Appointed Counsel (indigency affidavit). The Court will then determine indigency in accordance with Attachments A, B, and C to Chief Justice Directive 04-04 as amended from time to time.
- B. If a person is in custody, the Court may appoint counsel without the person first completing an indigency affidavit. However, the person shall complete and file an indigency affidavit as soon as possible after the appointment of counsel.
- C. The person and/or his court-appointed attorney shall provide timely notice to the Court in the event financial related information is discovered affecting the person's indigency. The Court may reassess the person's eligibility for Court appointed counsel based on the new information.

IV. GUIDELINES FOR PAYMENT

A. The following hourly rates are hereby established:

Attorney (No distinction of in/out of court hours)	\$125.00 per hour
Paralegal/Legal Assistant	\$ 50.00 per hour
Travel	
Attorney	\$ 90.00 per hour
Paralegal, Legal Assistant, Investigator	\$ 50.00 per hour
Mileage	Reimbursed per City of Montrose policy

B. Court costs, expert witness fees, investigator fees, and related expenses shall be requested by motion and preapproved by the Court.

C. Appointees shall submit an invoice for payment, together with all required receipts, to the Court Administrator in conformity with City of Montrose guidelines within forty-five (45) days after rendering service.

V. COMPLAINTS

All written complaints and documentation of all verbal complaints shall be submitted to the Court Administrator. The Court Administrator shall forward all complaints to the Office of Alternate Defense Counsel for review and recommendations.

VI. SANCTIONS

All contracts with the City of Montrose addressed in this Administrative Order shall include a provision requiring compliance with this Administrative Order. Failure to comply with this Administrative Order may result in termination of any associated contract and/or removal from the appointment list.

Dated , 2022.

Charles R. Greenacre
Municipal Court Judge

GL Account 100-5055-353-000 PROFESSIONAL/CONTRACT SERVICES
 Period 08/22 (08/31/2022)
 Activation Da
 Termination I

Period	Date	Journal	Reference Number	Description	Hours Worked	Amount (\$80)	Amount (\$125)
8/22/2001	7/31/2022	AP	727.0001	STUART D. MORSE & ASSOCIATES, LLC	1.80	\$144.00	\$225.00
8/22/2001	7/31/2022	AP	728.0001	STUART D. MORSE & ASSOCIATES, LLC	1.20	\$96.00	\$150.00
8/22/2001	7/31/2022	AP	729.0001	STUART D. MORSE & ASSOCIATES, LLC	1.30	\$104.00	\$126.30
8/22/2001	7/31/2022	AP	730.0001	STUART D. MORSE & ASSOCIATES, LLC	5.00	\$400.00	\$625.00
8/22/2001	7/31/2022	AP	731.0001	STUART D. MORSE & ASSOCIATES, LLC	2.80	\$224.00	\$350.00
8/22/2001	7/31/2022	AP	732.0001	STUART D. MORSE & ASSOCIATES, LLC	0.60	\$48.00	\$75.00
8/22/2001	7/31/2022	AP	733.0001	STUART D. MORSE & ASSOCIATES, LLC	3.30	\$264.00	\$412.50
8/22/2001	7/31/2022	AP	734.0001	STUART D. MORSE & ASSOCIATES, LLC	3.40	\$272.00	\$425.00
8/22/2001	7/31/2022	AP	735.0001	STUART D. MORSE & ASSOCIATES, LLC	6.50	\$520.00	\$812.50
7/22/2001	6/28/2022	AP	1064.0001	STUART D. MORSE & ASSOCIATES, LLC	0.80	\$64.00	\$100.00
6/22/2001	5/31/2022	AP	280.0001	STUART D. MORSE & ASSOCIATES, LLC	2.30	\$184.00	\$287.50
6/22/2001	5/31/2022	AP	281.0001	STUART D. MORSE & ASSOCIATES, LLC	0.80	\$64.00	\$100.00
6/22/2001	5/31/2022	AP	282.0001	STUART D. MORSE & ASSOCIATES, LLC	0.70	\$56.00	\$87.50
5/22/2001	4/30/2022	AP	979.0001	STUART D. MORSE & ASSOCIATES, LLC	0.80	\$64.00	\$100.00
4/22/2001	3/31/2022	AP	20.0001	STUART D. MORSE & ASSOCIATES, LLC	1.00	\$80.00	\$125.00
4/22/2001	3/31/2022	AP	21.0001	STUART D. MORSE & ASSOCIATES, LLC	8.00	\$640.00	\$1,000.00
3/22/2001	2/28/2022	AP	806.0001	STUART D. MORSE & ASSOCIATES, LLC	3.90	\$312.00	\$487.50
3/22/2001	2/28/2022	AP	807.0001	STUART D. MORSE & ASSOCIATES, LLC	2.00	\$160.00	\$250.00
4/22/2001	2/25/2022	AP	1087.0001	MARTIN, BRENT A.	5.00	\$422.50	\$625.00
2/22/2001	1/31/2022	AP	653.0001	STUART D. MORSE & ASSOCIATES, LLC	3.20	\$256.00	\$400.00
				Total:	54.40	\$4,374.50	\$6,763.80
						Difference:	\$2,389.30

Agreement for Independent Contractor Services

This agreement, dated below, is made and entered into by and between the City of Montrose (hereinafter "City"), and (name) (hereinafter "Contract Attorney").

1. **Purpose:** This Contract defines the terms of payment and procedures for when the Contract Attorney is appointed to represent indigent defendants in the Montrose Municipal Court including, but not limited to, contempt of court and advisory counsel cases.
2. **Representation:** The Contract Attorney shall provide representation in a thorough, competent, and professional manner subject to all applicable standards, rules, regulations, canons, statutes and cases. Representation shall commence upon appointment and continue in all matters arising from the appointment through the filing of a notice of direct appeal and related documents or the filing and ruling on a motion for reconsideration of sentence.
 - a. This agreement does not in any way guarantee the appointment of any case to the Contract Attorney, and the City does not require that the Contract Attorney perform services exclusively for the City.
 - b. The Contract Attorney may not represent themselves in any way as an employee of the City via social media, advertising, or other means.
 - c. Client files and records shall be maintained and made available to the City for reasonable inspection, audit and evaluation in such form and manner as the City in its discretion may require. The Contract Attorney must retain such records and client files for City purposes for a period of at least five years from the completion of the case, unless otherwise required by statute or rule.
 - d. No part of the performance of the Contract Attorney under this agreement shall be assigned or subcontracted without the written consent of the City. If the Contract Attorney is in a law firm of more than one attorney, it shall perform under this agreement only through attorneys who have been approved by the City.
 - e. When the Contract Attorney is appointed to represent an individual in a criminal case, the Contract Attorney shall not receive any fee or expense for representation of that

individual in that case except as provided for under this agreement or as approved by the City.

- f. In the event that a complaint has been filed with the Office of Attorney Regulation regarding the Contract Attorney by any person, regardless of the nature of the complaint, and the complaint is submitted for investigation, the Contract Attorney must notify the City within five (5) days of receiving the notice of investigation. Any disciplinary order entered against the Contract Attorney shall be provided to the City within five (5) days of its entry. If at any time the Contract Attorney ceases to be a member in good standing with the Colorado Supreme Court Attorney Registration Office, this agreement will terminate automatically and without notice to the Contract Attorney.
- g. In the event that criminal charges are filed against the Contract Attorney, the Contract Attorney shall notify the City within 10 days of the filing of such charges, and upon disposition of the criminal case.
- h. The Contract Attorney agrees to carry professional liability insurance covering all services to be performed pursuant to this agreement.
- i. The Contract Attorney agrees to participate in at least 5 hours of continuing legal education programs related to criminal or juvenile defense law each year.
- j. The Contract Attorney agrees that he/she has read and agrees to adhere to the guidelines contained in Guidelines on Indigent Defense located on the OADC website at www.coloradoadc.org, at Information/Forms and Procedures/Case Management.
- k. If the Contract Attorney handles any juvenile cases, the Contract Attorney agrees that he/she has read and agrees to adhere to the guidelines contained in Guidelines on Juvenile Defense located on the OADC website at www.coloradoadc.org, at Information/Forms and Procedures/Juvenile Specific.
- l. The Contract Attorney agrees to check the web site on a regular basis for announcements and amendments of procedures and forms, and to use current forms when

requesting OADC services. The Contract Attorney also agrees to keep a current e-mail address on file with the OADC, and to check his or her e-mail regularly for updates from the OADC office.

- m. The Contract Attorney agrees to name a successor to his or her practice so as to provide for client representation and transfer of cases in the event that the Contract Attorney is no longer able to practice law for any reason.
 - n. If not already approved by OADC, Contract Attorney shall be vetted and approved by OADC within one year of the date of this contract or this contract shall terminate.
3. **Limitations and Exclusions:** The Contract Attorney shall not accept and shall not be reimbursed for the following appointments under the terms of this agreement:
- a. Cases where appointment would violate ethical considerations under the Colorado Rules of Professional Conduct.
 - b. No representation, counseling or services shall be considered a court appointment under this agreement unless the appointment is specifically made by the Montrose Municipal Court.
4. **Payment:** There shall be an hourly rate paid according to Montrose Municipal Court Administrative order 2022-01. Requests for payment shall be made by submitting an invoice within 45 days form the date of service in accordance with City of Montrose financial regulations.
5. **Anti-Discrimination:** The City is an equal opportunity employer.
6. **Status as an Independent Contractor:** This agreement does not constitute a hiring by the City. It is the Parties' intention that the Contract Attorney shall be an independent contractor and not a City employee for all purposes, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, and the Colorado Unemployment Insurance Act. Accordingly, no federal, state or local income tax or payroll tax of any kind, and no retirement contribution shall be withheld or paid by the City on behalf of the Contract Attorney or the employees of the Contract Attorney, if any.

7. **Income Taxes:** Contract Attorney understands and agrees that Contract Attorney is responsible to pay, according to law, all required federal, state and local income taxes. If Contract Attorney is not a corporation, Contract Attorney further understands and agrees to pay any self-employment (social security) tax that may be required by law.
8. **Unemployment Compensation:** Contract Attorney shall not be entitled to unemployment insurance benefits for services performed under this Agreement unless unemployment compensation coverage is provided by Contract Attorney or by some entity other than the City.
9. **Workers' Compensation:** No workers' compensation insurance shall be obtained by the City concerning Contract Attorney or the employees of Contract Attorney, if any. Contract Attorney shall comply with workers' compensation law concerning Contract Attorney and the employees of Contract Attorney, if any.
10. **Fringe Benefits:** Because Contract Attorney is engaged in Contractor Attorney's own independent business, Contract Attorney is not eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan of the City.
11. **Breach:** Breach of this Agreement shall occur upon, but not be limited to, failure of Contractor to carry out any duty required by this Agreement in a satisfactory manner, as determined in the sole discretion of the City.
12. **Termination:** This agreement may be terminated by the City for cause immediately upon notice to the Contract Attorney. This agreement may be terminated by either party for convenience upon thirty days prior notice in writing. Should this agreement be terminated pursuant to this paragraph, the Contract Attorney agrees to complete all assigned cases to Final Disposition unless such completion would violate the Colorado Rules of Professional Conduct or if the City requests otherwise.
13. **Term of Agreement:** Notwithstanding any other provisions of this agreement, this contract shall begin on the date of last signature hereon, and shall continue until terminated as set forth herein.
14. **TABOR Clause:** The Parties agree that the City's payment of any monies under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained

in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

15. **City Representative:** The City designates the Municipal Judge as its representative and authorizes the Judge to make all necessary and proper decisions regarding this Agreement. All requests for Agreement interpretations, changes, clarifications, or instructions shall be directed to the City Attorney.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter. No amendments to this agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.

_____	_____
Contract Attorney's Printed Name	Date

_____	_____
Contract Attorney's Signature	Date

City of Montrose

By: _____	_____
Charles Greenacre, Municipal Judge	Date



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: September 19, 2022
RE: ANX22-0063 Hilltop North Addition
ATTACHMENTS:

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

City Council Consideration:

City Council is considering this annexation application and the associated zoning, which is done by considering approval of an annexation ordinance and a zoning ordinance at a first and second reading. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

September 19:	Council Work Session Overview
October 4:	Council Resolution to set a hearing date
October 12:	Planning Commission zoning hearing
November 15:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
December 6:	2nd reading of annexation and zoning ordinances

Application Background:

The Hilltop North Addition is a proposed annexation approximately 10.01 acres in size. The parcel is located east of 6600 Road, addressed as 540 6600 Road. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and the Tri-County Water Service Area. Annexation of this property will allow for future multifamily residential development. An Annexation Agreement will be required.



Proposed Zoning: “R-4” High Density District

Applicant: Hilltop Health Services Corporation

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. “The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added).”
 - b. Municipal Code, Section 4-4-7(A) Intent: The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “R-4” High Density District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Hilltop North Addition as Residential Mixed Density Medium. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed.
5. The property is located within Growth Area 2. According to the Comprehensive Plan, Growth Area 2 has some level of, or moderate proximity to, existing infrastructure.
6. The “R-4” zoning does not appear to be adverse to the public health, safety and welfare.

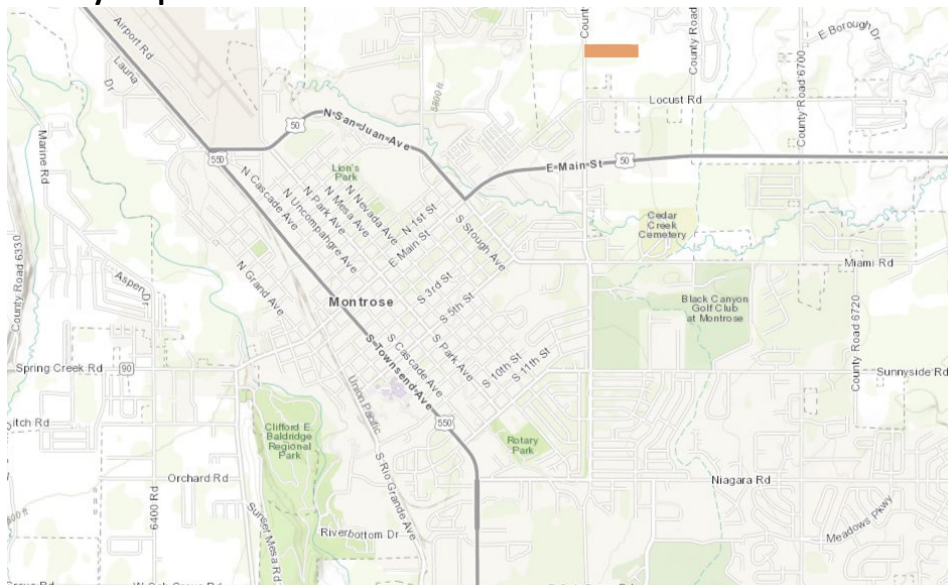
Staff Recommendation:

Staff recommends approval of the annexation and “R-4” Medium District.

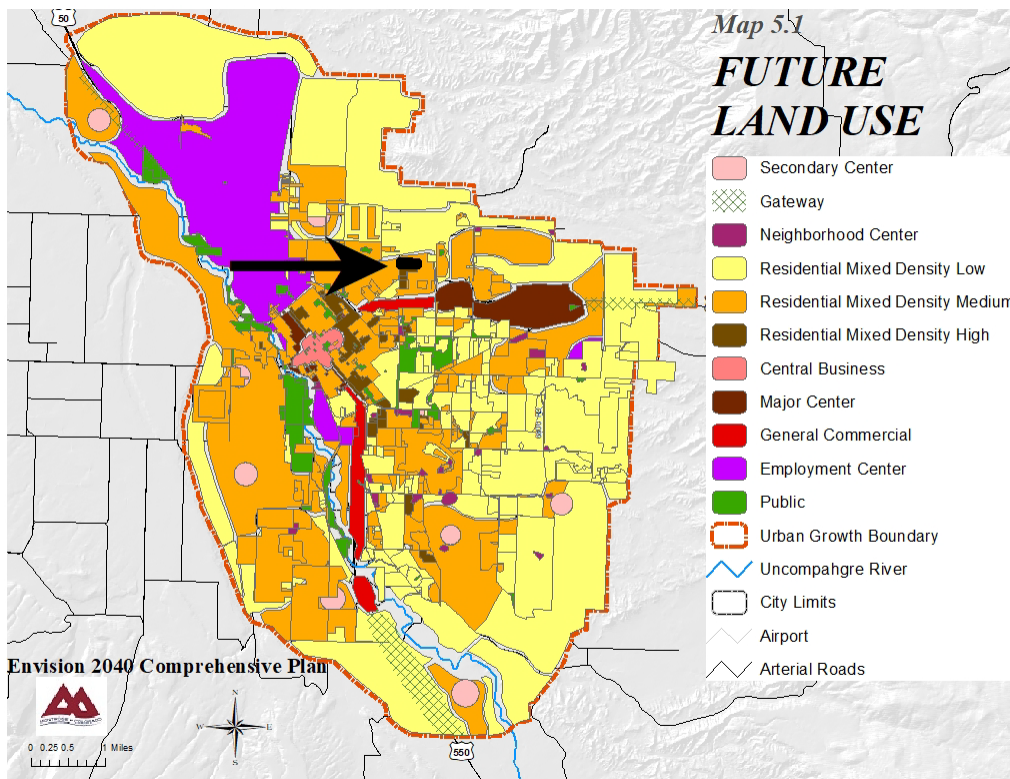


EXHIBIT A: Maps

Vicinity Map

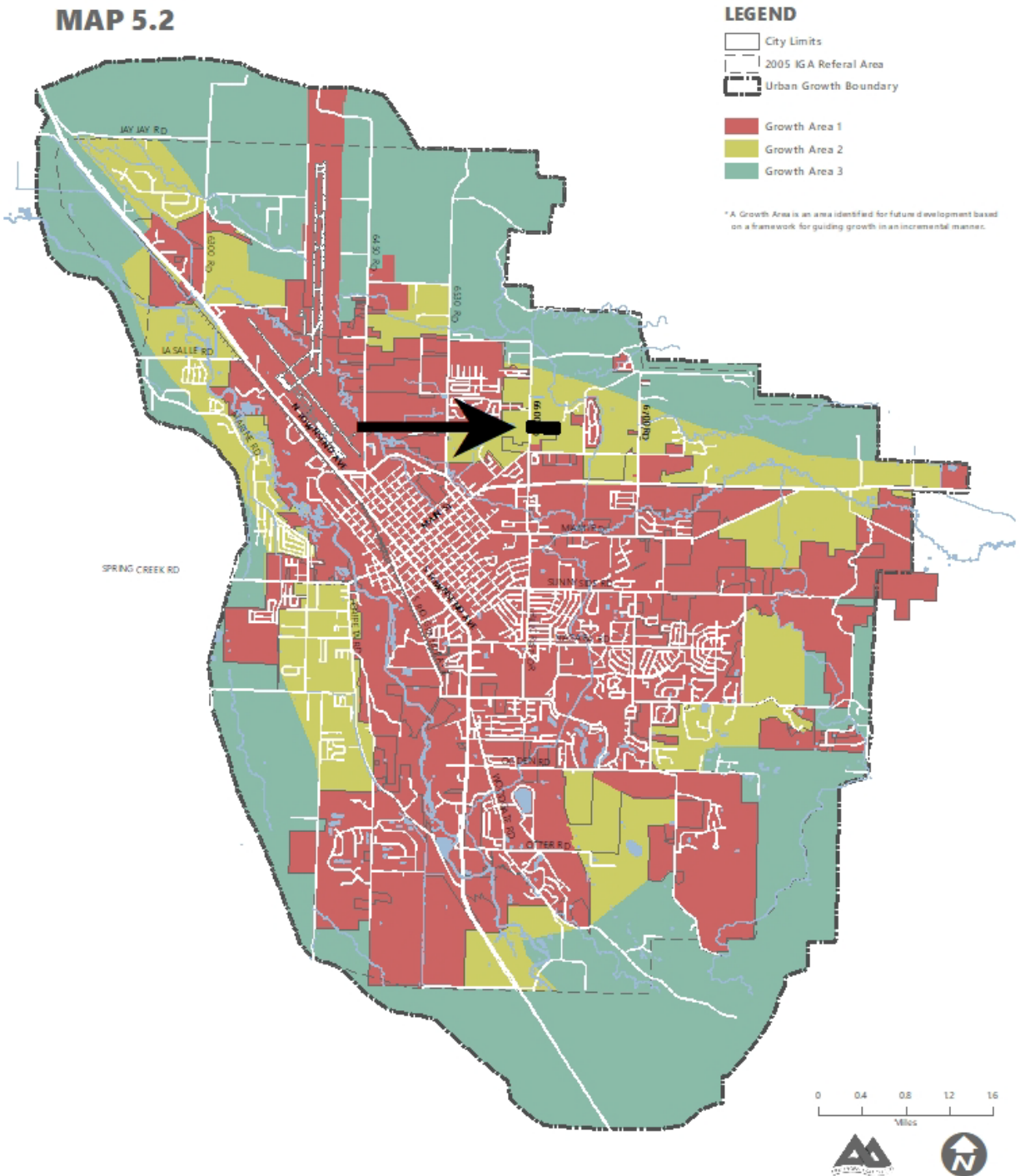


Comprehensive Plan Future Land Use Map

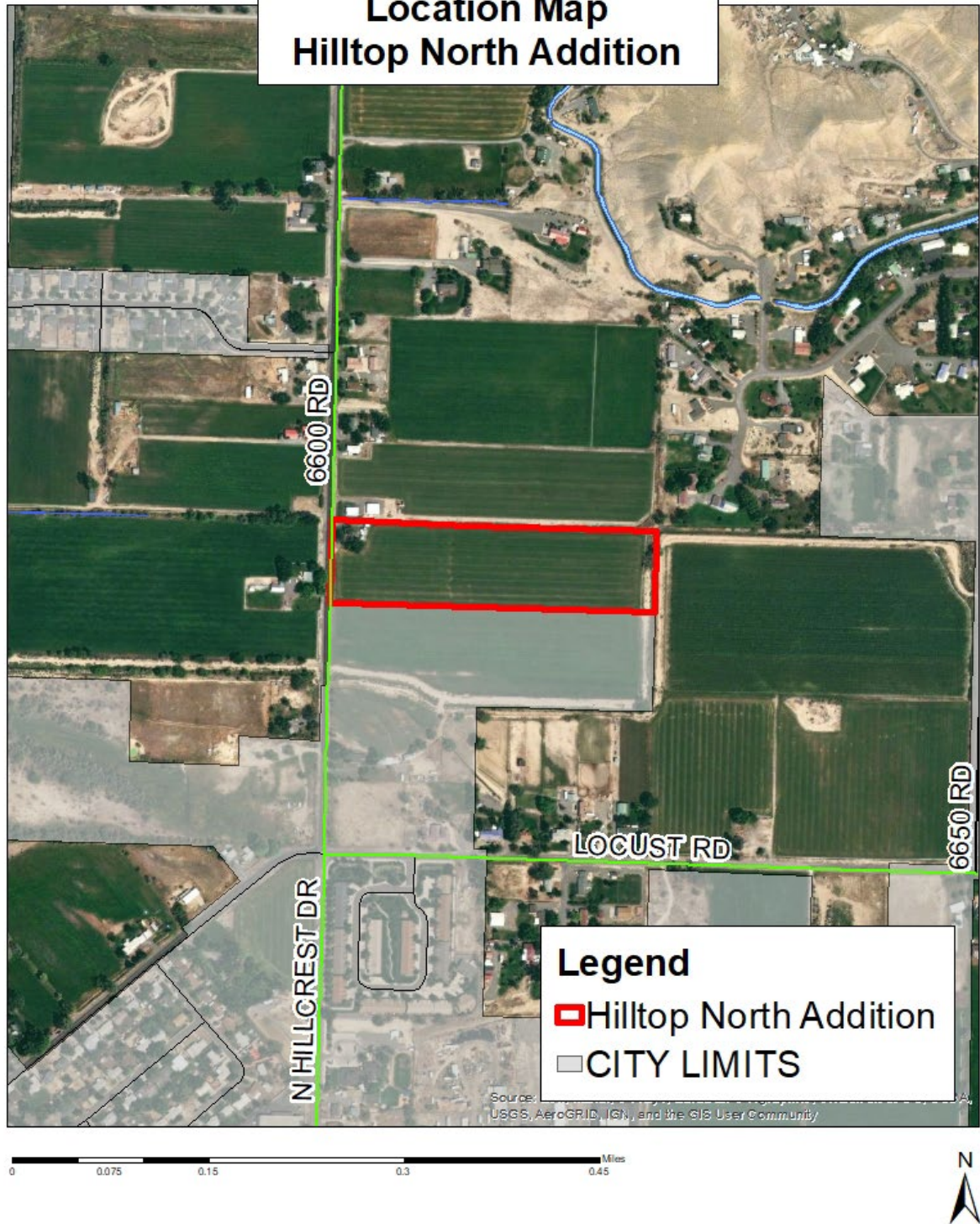


GROWTH AREAS*

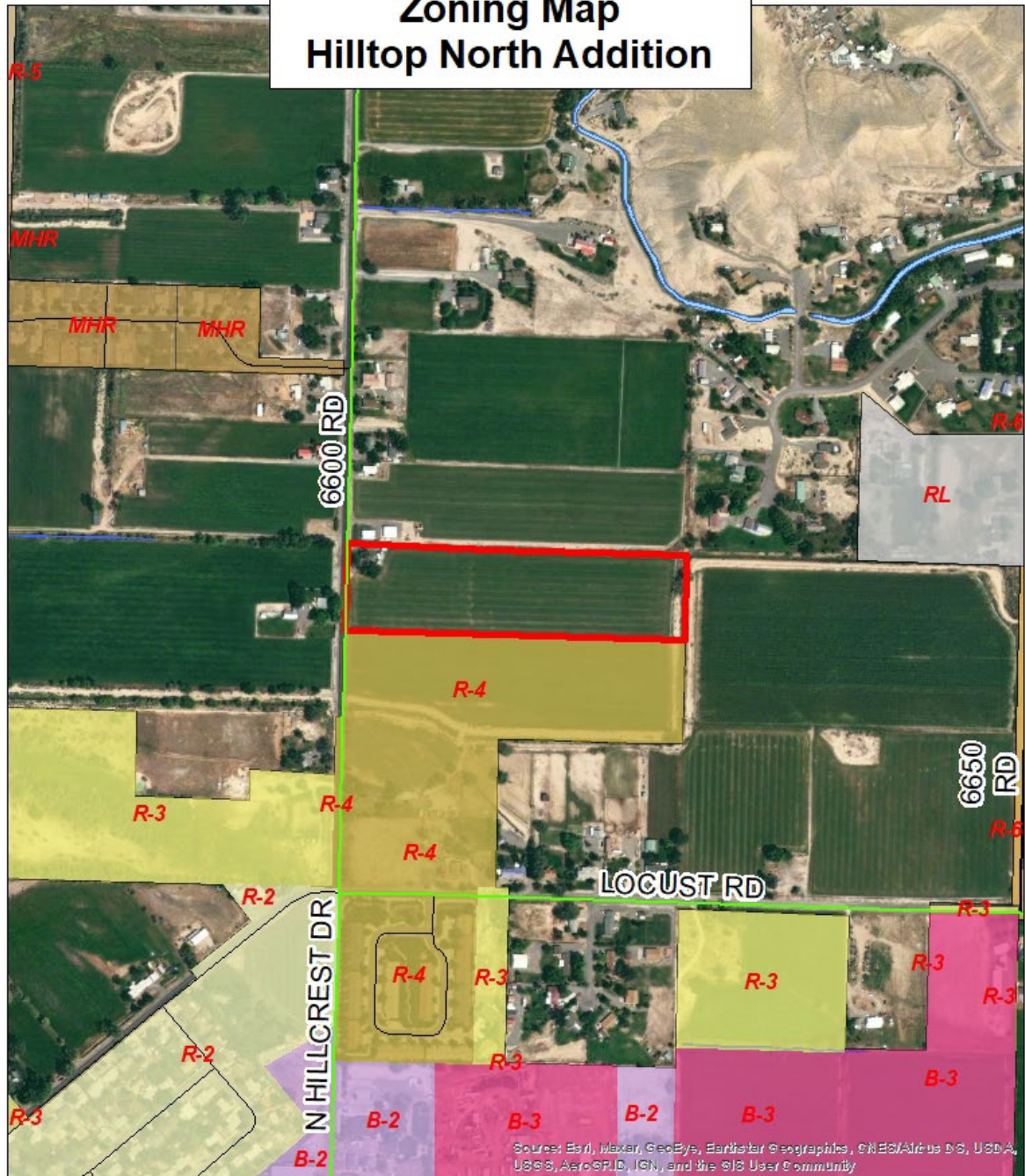
MAP 5.2



Location Map Hilltop North Addition



Zoning Map Hilltop North Addition



0 0.075 0.15 0.3 0.45 Miles



HILLTOP ANNEXATION NORTH

Situated in
Northwest quarter of the Southwest quarter of Section 23 T.49N., R.9W. New Mexico Principal Meridian
Montrose County, Colorado

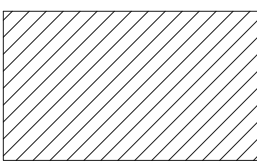


PARCEL DESCRIPTION

A parcel of land as recorded at Reception Number 944794 of the Montrose County Clerk and Recorders, situated in the Northwest quarter of the Southwest quarter of Section 23, Township 49 North, Range 9 West of the New Mexico Principal Meridian, being more particularly described as follows:

Beginning at the west quarter corner of said Section 23, whence the southwest corner of said Section 23 bears South 01°20'01" West with all bearings herein relative thereto;
Thence South 88°17'09" East, a distance of 1319.30 feet;
thence South 01°25'31" West, a distance of 330.58 feet;
thence North 88°17'55" West, a distance of 1318.77 feet;
thence North 01°20'01" East, a distance of 330.87 feet to the Point of Beginning. Said Parcel containing 436,231 square feet or 10.01 acres more or less.

LEGEND



Current City of Montrose boundary



Subject parcel



Calculated position

Boundary contiguous with City of Montrose: 1318.8'

Total Boundary of Hilltop Annexation: 3300.0'

SURVEYOR'S CERTIFICATE

I, Alec Thomas, a registered land surveyor licensed under the laws of the State of Colorado, do hereby certify that this Annexation map of Hilltop Annexation North was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief.



Alec Thomas Registered Land Surveyor PLS 38274

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado, has by its Ordinance No. _____ adopted on this _____ day of _____, 2022, A.D., annexed the property described heron to the City of Montrose.

Mayor, City of Montrose

RECORDER'S CERTIFICATE

This annexation map was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at _____ M., on this _____ day of _____, 2022,

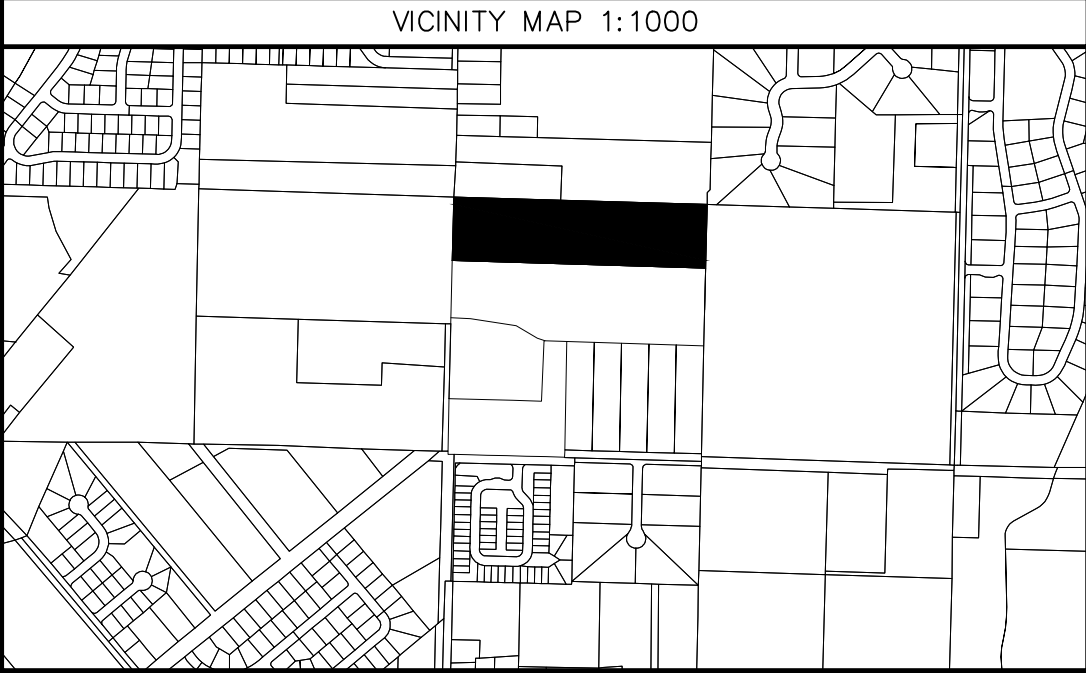
Reception No. _____

Clerk and Recorder

By: _____
Deputy

This annexation does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way, easements of record, adjoiners, and other documents that may affect the quality of title to this property is from data discovered on the Montrose County website. Other documents may exist which would affect this property. This document was made for annexation purposes only and does not constitute a Boundary survey.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three 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 years from the date of the certification shown hereon.



744 Horizon Court, Suite 110 Phone: 970.241.4722
Grand Junction, CO 81506 Fax: 970.241.8841

HILLTOP ANNEXATION NORTH

Situated in
Northwest quarter of the Southwest quarter of Section 23 T.49N., R.9W. New Mexico
Principal Meridian
Montrose County, Colorado

Sheet 1 of 1 Date: 08/02/2022 Job No. 1845-001
Surveyed: SLG/KW Drawn: AKT Checked: NA
Drawing name: S:\PROJECTS\1845 Hilltop\1845 Hilltop\1845 Hilltop\1845-001 ANNEX.dwg

EXHIBIT B: Zoning Code Excerpt

Sec. 4-4-8. "R-4" High Density District.

- (A) *Intent.* The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences.
- (B) *Uses by Right.*
- (1) Single-family homes, duplexes, and multiple-family residences.
 - (2) Public utility service facilities.
 - (3) Government buildings and facilities.
 - (4) Parks and recreation facilities owned or operated by a homeowner association.
 - (5) Places of worship.
 - (6) Accessory uses.
 - (a) Bed and breakfast operations operated solely by the residents of a residence providing no more than four bedrooms for rent in the dwelling unit, and the only meal provided on the premises shall be breakfast to the renters. The lot shall be at least 6,250 square feet and at least 3,125 square feet per rental bedroom.
 - (7) Short-term rentals.
 - (8) Family child care home.
- (C) *Conditional Uses.*
- (1) Skilled nursing and assisted living facilities.
 - (2) Childcare facilities.
 - (3) Schools.

(Ord. No. 2472 , § 4-4-8, 5-7-2019; Ord. No. 2561 , 10-19-2021)





CITY OF MONTROSE
CITY CLERK

MEMO

DATE: September 14, 2022
TO: City Council
FROM: Lisa DelPiccolo, City Clerk
RE: Intergovernmental Agreement for Liquor Licensing Services

In September of 2021, the City of Montrose entered into an agreement with Montrose County for the City Clerk's Office to process applications for liquor licenses and permits in unincorporated Montrose County. Both parties would like to extend the agreement and have it remain in place until terminated by either party with 60 days advance notice.

The Board of County Commissioners will remain as the liquor licensing authority for these licenses and permits. Under the terms of the agreement, the City retains the application fees. The City Clerk oversees application processes, forwards information to County staff members for review, and presents the applications to the BOCC.

The IGA is scheduled for consideration by the BOCC on September 21.



**INTERGOVERNMENTAL AGREEMENT
MONTROSE COUNTY and CITY OF
MONTROSE
Liquor Licensing Shared Services**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is dated this _____ day of _____, 2022, by and between the County of Montrose, Colorado by and through its Board of County Commissioners (“County”), a political subdivision of the State of Colorado organized and established pursuant to Colorado law, C.R.S. § 30-5-147, and the City of Montrose, a Colorado home rule municipal corporation organized under the laws of the State of Colorado (“City”), the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, Colorado law, C.R.S. § 29-1-203 authorizes local governments to cooperate and contract with one another to provide any function, service or facility; and

WHEREAS, the County desires to obtain the services of the City for the purpose of processing liquor license applications in the unincorporated areas of the County; and

WHEREAS, the City has in its employ personnel and systems qualified to process liquor license applications; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the County in exchange for retention of liquor licensing and application fees.

NOW THEREFORE, in consideration of mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I: SPECIFIC TERMS.

1. The City shall provide liquor license processing services to the County upon receipt of an application. The City Clerk shall provide the following services:
 - a) accept and review applications and supporting documentation for liquor licenses and permits
 - b) work with applicants on application processes, including petitions for new license applications
 - c) ensure that premises are posted and legal notices are published in accordance with State statute
 - d) prepare summaries of petitions submitted for new license applications
 - e) prepare a findings document for new license applications
 - f) inspect the premises as required for new license applications
 - g) prepare the official file for review by applicable county staff members
 - h) maintain the official files according to the State records retention schedule
 - i) submit applications to the State for approval and issue State and local licenses with the local license in a format approved by the BOCC.

- j) notify the State of special events permits issued
- k) notify licensees of impending renewals
- l) present applications for licenses, renewals, and permits to the BOCC, and attend BOCC meetings if requested.
- m) notify the BOCC and applicable County staff members of any compliance violations of which the City has actual notice.

ARTICLE II: TERM AND RENEWAL.

- 1) The services to be performed pursuant to this IGA shall begin on the execution date hereof, and be pursued with due diligence IGA until terminated as set forth herein.
- 2) This IGA may be terminated by either Party at any time for any reason upon sixty (60) days written notice by the terminating party.

ARTICLE III: PAYMENT. The County shall allow the City to retain the liquor licensing and application fees for processing each application.

ARTICLE IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this IGA shall be conducted solely between the representatives so designated.

ARTICLE V: ASSIGNMENTS.

- 1) No Assignments. Neither Party may assign any of its rights, duties or obligations arising under this IGA without the prior written consent of the other Party.
- 2) Ramifications of Purported Assignment. Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

ARTICLE VI: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this IGA, including, without limitation, its interpretation, construction, performance and enforcement.

ARTICLE VII: MUTUAL HOLD HARMLESS. The City and County agree to mutually hold harmless one another, their officers and employees, from and against all liability, claims and demands on account of injury, loss, or damage which arise out of, or are in any manner connected with, this IGA, and which are caused in whole or in part by their acts, omissions, errors, or negligence, or by that of their officers, employees, agents or representatives.

TABOR CLAUSE. The Parties agree that their obligations under this IGA are subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

ARTICLE IX: NOTICES.

a) Requirement of a Writing. Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a “Notice”) pursuant to this IGA shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this IGA is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.

b) Addressees and Addresses. Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party.

County Manager
317 S. 2nd Street
Montrose, CO 81401

City Clerk
433 S. 1st Street
Montrose, CO 81401

c) Effectiveness of a Notice. Except as provided elsewhere in this IGA, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

ARTICLE X: AMENDMENTS. The Parties may amend this IGA only by a written agreement of the Parties that identifies itself as an amendment to this IGA.

ARTICLE XI: SEVERABILITY. If any provision of this IGA is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this IGA to fulfill as closely as possible the original intents and purposes of this IGA.

ARTICLE XII: TERMINATION. Either Party may terminate this IGA with advance written notice to the other Party delivered no later than 90 days prior to the termination date.

THIS INTERGOVERNMENTAL AGREEMENT is hereby executed by the Parties hereto on the date(s) set forth below, and shall be effective as set forth in Paragraph “1” herein.

APPROVED this _____ day of _____, 2022.

CITY OF MONTROSE

ATTEST:

David Frank, Mayor

Lisa DelPiccolo, City Clerk

**BOARD OF COUNTY COMMISSIONERS
Montrose County, Colorado**

ATTEST:

Keith Caddy, Chair

, Clerk to the Board