REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, August 1, 2023 - 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. The meeting can be viewed via livestream at https://www.cityofmontrose.org/759/Live-Meetings-Viewer and recordings of the meetings can be viewed at https://www.youtube.com/user/MontroseCityGov.

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 schedule time to book this resource, please email planningmail@cityofmontrose.org at least three (3) days before the meeting.

1) City Council meeting called to order by Mayor Barbara Bynum

2) The Pledge of Allegiance

3) Roll call by the City Clerk

4) Changes to the agenda including additions and deletions

5) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

The "Call for Public Comment" agenda item is a time when members of the community may publicly voice their concerns. 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 stay on topic and limit comments to three (3) minutes. Also, be aware that neither City Council nor City staff are expected to engage in discussion or debate. However, the City may respond when appropriate at a later time.

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. See, City of Montrose Regulations (Sec. 7-14-1, et seg.)

**Please note that the times listed are estimates only. Actual times may vary depending upon discussion and public comment received.*

6) CONSENT AGENDA (5 minutes)

A) City Council consideration of the minutes of the July 18, 2023, regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

B) City Council consideration of the approval of a Special Events Alcohol Permit in conjunction with the closure of Apollo Road for the FUNC Fest event on August 12 and 13, 2023. *Staff: City Clerk Lisa DelPiccolo*

C) City Council consideration of an application for a Special Events Alcohol Permit in conjunction with the closures of N. 6th Street, N. 7th Street, Ute Avenue, and Selig Avenue adjacent to LaRaza Park for the Monte de Rosas Fiesta on August 19. *Staff: City Clerk Lisa DelPiccolo*

D) City Council consideration of the disposal/sale of six police radios to the Olathe Police Department. *Staff: Police Chief Blaine Hall*

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

7) LIQUOR LICENSE CHANGE OF LOCATION (10 minutes)

City Council consideration of an application from Bliss Beauty Bar Co. LLC, doing business as Bliss Beauty Bar, to change the location of a Lodging and Entertainment liquor license from 431 E. Main Street to 1544 Oxbow Drive, Unit 156. *Staff: Assistant City Attorney Chris Dowsey*

Action: Hold a hearing. Consider making a motion to approve the change of location of the Lodging and Entertainment liquor license for Bliss Beauty Bar Co. LLC, doing business as Bliss Beauty Bar to 1544 Oxbow Drive, Unit 156 as presented.

8) RESOLUTION 2023-12 (10 minutes)

City Council consideration of Resolution 2023-12 authorizing the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant through the 7th Judicial District Victims Assistance Board for the total of $55,150.00 to cover a portion of both the current Victim Advocate's Salary and a new Victim Advocates salary; authorizing the Chief of Police to act in connection with the application and to provide such additional information as required; authorizing the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents. *Staff: Police Chief Blaine Hall*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-12 as presented.

9) RESOLUTION 2023-13 (10 minutes)

City Council consideration of Resolution 2023-13 a Resolution of the City of Montrose, Colorado, rescinding the City Manager's declaration of a public health emergency within the City of Montrose, Colorado. *Staff: Emergency Manager Paul Eller*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-13 as presented.

10) RESOLUTION 2023-14 (10 minutes)

City Council consideration of Resolution 2023-14 authorizing assignment to the Colorado Housing and Finance Authority of a private activity bond allocation of the City of Montrose pursuant to the Colorado Private Activity Bond Ceiling Allocation Act. *Staff: Community Development Specialist Christopher Ottinger*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-14 as presented.

11) ELDERADO FINANCIAL ASBESTOS ABATEMENT ASSISTANCE (10 minutes)

City Council consideration of a request from Elderado Financial for $50,881.10 for assistance with asbestos abatement in conjunction with the construction of a new office building. *Staff: City Manager Bill Bell*

Action: Accept public comment. Consider making a motion to approve $50,881.10 for asbestos abatement for the Elderado Financial office building project as presented.

12) ORDINANCE 2634 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2634 on first reading, an Ordinance of the City of Montrose, Colorado, amending Title 9 Chapter 4 Section 1 and Title 6 Chapter 1 Section 21, regarding the removal of snow and/or ice and unreasonable noise. *Staff: Public Works Director Jim Scheid, Streets Division Superintendent Nik Pridy, Parks Division Superintendent Dan Payne*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2634 on first reading as presented.

13) ORDINANCE 2635 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2635 on first reading, an Ordinance of the City of Montrose, Colorado, regarding the cable franchise agreement between the City of Montrose and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc. *Staff: City Attorney Ben Morris*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2635 on first reading as presented.

14) ORDINANCE 2636 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2636 on first reading, an Ordinance of the City of Montrose, Colorado, authorizing the conveyance of an interest in City-owned real estate pursuant to § 1-9-2 of the Official Code of the City of Montrose (Clear Networx easement). *Staff: City Attorney Ben Morris, Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to pass Ordinance 2636 on first reading as presented.

15) ORDINANCE 2630 - SECOND READING (15 minutes)

City Council consideration of Ordinance 2630 on second reading, an Ordinance of the City of Montrose, Colorado, updating Title 1 Chapter 2, General Provisions and Title 1 Chapter 14, Municipal Court, of the Official Code of the City of Montrose, Colorado: repealing and replacing Title 1 Chapter 2 Section 3 (1-2-3) regarding general penalty; repealing and replacing Title 1 Chapter 14 Section 4 (1-14-4), regarding sentencing; and repealing and replacing other code provisions to standardize cross-references in the Official Code of the City of Montrose regarding sentencing. *Staff: Assistant City Attorney Matt Magliaro, City Attorney Ben Morris, Assistant City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2630 on second reading as presented.

16) ORDINANCE 2631 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2631 on second reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Dry Cedar Creek II Addition. *Staff: Planner II William Reis*

Action: Hold a hearing. Consider making a motion to adopt Ordinance 2631 on second reading as presented.

17) ORDINANCE 2632 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2632 on second reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Dry Cedar Creek II Addition as an "R-3A," Medium High Density District. *Staff: Planner II William Reis*

Action: Hold a hearing. Consider making a motion to adopt Ordinance 2632 on second reading as presented.

18) ORDINANCE 2633 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2633 on second reading, an Ordinance of the City of Montrose, Colorado, designating the Methodist Episcopal Church of Montrose, 19 S. Park Ave., Montrose, Colorado, as a City of Montrose Historic Property Pursuant to § 11-3 of the Official Code of the City of Montrose. *Staff: Planner II William Reis*

Action: Hold a hearing. Consider making a motion to adopt Ordinance 2633 on second reading as presented.

19) FUEL AND OIL CONTRACT AWARD (10 minutes)

City Council consideration of the award of a contract to Parish Oil of Montrose, Colorado, to supply the City with bulk fuel and oil. *Staff: Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to award a contract to Parish Oil of Montrose, Colorado, to supply the City with bulk fuel and oil as presented.

20) CERISE PARK STORAGE BUILDING EXPENSE AUTHORIZATION (10 minutes)

City Council consideration of the authorization of expenses for the construction of a storage building in Cerise Park near the Montrose Rotary Amphitheater in the amount of $183,574.72 including a contract with Stryker and Company for the design and construction. *Staff: Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to approve expenses for the construction of a storage building in Cerise Park near the Montrose Rotary Amphitheater in the amount of $183,574.72 including a contract with Stryker and Company for the design and construction as presented.

21) FLASHING CROSSWALK SIGNAGE EXPENSE AUTHORIZATION (10 minutes)

City Council consideration of $61,100.00 in expenditures for the purchase of solar-powered flashing crosswalk equipment. S*taff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to authorize $61,100.00 in expenditures for the purchase of solar-powered flashing crosswalk equipment as presented.

22) STAFF REPORTS

23) CITY COUNCIL COMMENTS

24) MOTION TO ADJOURN

A regular meeting of the Montrose City Council was held on Tuesday, July 18, 2023, 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: Barbara Bynum, J. David Reed, Doug Glaspell, Ed Ulibarri, Bill Bell, Ann Morgenthaler, Chris Dowsey, Lisa DelPiccolo, Greg Story, William Reis, Scott Murphy, Matthew Magliaro, Blaine Hall, Jace Hochwalt, Shani Wittenberg

ABSENT: Dave Frank

GUESTS: John W. Nelson, John Renfrow, Jeremy Master, Mike Surak, Dean McCall, Lori Webb, Neal Platzer

CALL TO ORDER

Mayor Barbara Bynum 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.

PARK AND RECREATION MONTH PROCLAMATION

Mayor Barbara Bynum and the Montrose City Council proclaimed the month of July 2023 as Park and Recreation Month in the City of Montrose. Mayor Bynum presented the proclamation to Recreation Manager Jeremy Master with the Montrose Recreation District.

CALL FOR PUBLIC COMMENT

John W. Nelson, president of the All Points Transit Board of Directors, thanked City Council and staff for continuous support including support for the Oktoberfest event on September 30. Mr. Nelson Commended City Engineer Scott Murphy for his assistance with planning for construction of a new terminal on E. Oak Grove Road.

APPROVAL OF MINUTES

City Council considered the minutes of the June 20, 2023, regular City Council meeting.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the minutes of the June 20, 2023, regular City Council meeting as presented. All voted yes. Motion passed.

ORDINANCE 2630 – FIRST READING

Ordinance 2630 on first reading, an Ordinance of the City of Montrose, Colorado, updating Title 1 Chapter 2, General Provisions and Title 1 Chapter 14, Municipal Court, of the Official Code of the City of Montrose, Colorado: repealing and replacing Title 1 Chapter 2 Section 3 (1-2-3) regarding general penalty; repealing and replacing Title 1 Chapter 14 Section 4 (1-14-4), regarding sentencing; and repealing and replacing other code provisions to standardize cross-references in the Official Code of the City of Montrose regarding sentencing. A hearing was held.

Assistant City Attorney Matt Magliaro presented modifications to six portions of the Municipal Code. Mr. Magliaro stated that the intent is to consolidate sentencing provisions for ease of reference, ease of Municipal Court advisements, and to facilitate future Code updates.

Mr. Magliaro reported no changes since the amendments were presented at a previous work session and stated that the Municipal Court staff was notified of the revisions.

Mr. Magliaro recommended approval of the Ordinance to ensure consistency with state statutes.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by J. David Reed, seconded by Doug Glaspell, to pass Ordinance 2630 on first reading as presented. All voted yes. Motion passed.

WOODGATE/EAST OAK GROVE DEVELOPMENT AGREEMENT

City Council considered the Woodgate/East Oak Grove Development Agreement to include the purchase of rights of way, easements, and a residential structure at a cost of $240,500.00.

Mayor Pro Tem J. David Reed announced that he would recuse himself from this agenda item and left the City Council Chambers at 6:22 p.m.

City Engineer Scott Murphy reviewed traffic challenges with this intersection and with access for the businesses on the east side of Townsend Avenue north of the intersection. Mr. Murphy said that the CDOT Access Control Plan recommends a backage road behind the business development, and traffic studies identified the need for a roundabout at the intersection of E. Oak Grove and Woodgate.

Mr. Murphy stated that the City would assist with annexation and zoning of the property, purchase the rights of way and then construct the roundabout. The City would purchase an existing structure, abate asbestos, relocate or demolish the structure, then assist with preparation of a general subdivision application.

Public comment was accepted. Lori Webb asked questions about potential traffic stacking between the roundabout and the intersection of Townsend and E. Oak Grove. Mr. Murphy said that the City is working on expansion of the Townsend and E. Oak Grove intersection to increase capacity, and alternate routes are continually being developed to remove pressure from high use intersections.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the Woodgate/East Oak Grove Development Agreement to include the purchase of rights of way, easements, and a residential structure at a cost of $240,500.00 as presented. All present voted yes. Motion passed.

Mr. Reed rejoined the meeting at 6:46 p.m.

RESOLUTION 2023-10

City Council considered Resolution 2023-10 setting September 5, 2023, as the hearing date for the Pallante addition annexation.

Planner II William Reis reviewed the annexation schedule and stated that the .76 acres is located north of the City on Juniper Road. Mr. Reis stated that the property is within the City's Urban Growth Boundary, within the City sewer service area, and within Menoken Water District service area. The parcel meets contiguity requirements for annexation.

Mr. Reis reported that the applicant is requesting a zoning designation of MHR, Manufactured Housing Residential, which matches the zoning of surrounding properties.

Mr. Reis recommended adoption of Resolution 2023-10 to set an annexation hearing date of September 5, 2023.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, to adopt Resolution 2023-10 as presented. All voted yes. Motion passed.

DRY CEDAR CREEK II ADDITION ANNEXATION

A hearing was held on the annexation of the Dry Cedar Creek II Addition.

Planner II William Reis reviewed the annexation schedule and stated that the 5.06 acres is located within the City's Urban Growth Boundary, within City sewer and water services areas, and meets contiguity requirements for annexation. Mr. Reis stated that the applicant requested a zoning designation of R-3A, and the Planning Commission unanimously recommended approval on June 28.

Mr. Reis recommended approval of the annexation and zoning designation stating that the proposal is consistent with public health, safety, and welfare, annexation policies, and the Comprehensive Plan. The applicant has signed an annexation agreement, and an Annexation Impact Report is not required.

Resolution 2023-11: City Council considered Resolution 2023-11, Findings of Fact for the Dry Cedar Creek II Addition.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, to adopt Resolution 2023-11 as presented. All voted yes. Motion passed.

Ordinance 2631 – First Reading: City Council considered Ordinance 2631 on first reading, an Ordinance of the City of Montrose, Colorado for the annexation of the Dry Cedar Creek II Addition.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to pass Ordinance 2631 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2632 – FIRST READING

City Council considered Ordinance 2632 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Dry Cedar Creek II Addition as an "R-3A," Medium High Density District.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, to pass Ordinance 2632 on first reading as presented. All voted yes. Motion passed.

Mayor Pro Tem J. David Reed recused himself from Agenda Items 13, 14, and 15 and left the City Council Chambers at 6:58 p.m.

WOODS CROSSING NORTH AMENDED PRELIMINARY PLAT

City Council considered the Woods Crossing North Amended Preliminary Plat.

Planner II William Reis reviewed a proposed 160.71 acre subdivision north of Sunnyside Road, and adjacent to Miami Road and 6720 Road. The property is zoned R-3, Medium Density District and B-4, Neighborhood Shopping District with conditions, and all proposed lots are within the R-3 zoning. Mr. Reis stated that 263 residential lots are proposed along with a 5.42 acre dedicated public park. The previous preliminary plat proposed 287 lots, and the property was initially annexed and zoned in 2017.

Mr. Reis recommended conditional approval stating that the Preliminary Plat is in compliance with subdivision regulations and the Comprehensive Plan and meets the intent of the R-3 zoning district.

Public comment was accepted.

Lori Webb spoke in favor of the installation of necessary infrastructure to accommodate traffic with multiple schools in the vicinity. Ms. Webb also raised concerns about a retention pond with standing water. City Engineer Scott Murphy stated that the retention pond currently contains ground water. The final design has the water level of the pond above the water table.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the Woods Crossing North Amended Preliminary Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinance 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 present voted yes. Motion passed.

WOODS CROSSING FILING NO. 2 FINAL PLAT

City Council considered the Woods Crossing Filing No. 2 Final Plat to create 1 lot, 1 stormwater tract, and associated rights of way and easements.

Planner II William Reis reviewed the location of the 35.25 acres south of Sunnyside Road and stated that the Final Plat creates one new lot and one storm water tract. Mr. Reis stated that the site of the Final Plat is the unbuilt portion of the Woods Crossing Subdivision on both sides of Hill Street. The property east of Hill Street is zoned R-2, Low Density District, and the property west of Hill Street is R-3A, Medium High Density District. The amended preliminary plat was approved by City Council in May of 2023.

Mr. Reis stated that the final plat creates one stormwater tract in the northwest section of the subdivision, one 9.15 acre lot, and two outlots for future development.

Mr. Reis stated that the final plat requires that all lots must meet the minimum lot size set in the PD Plan, all surrounding streets must be in place and approved by the City Engineer, and utilities must be installed prior to execution.

Mr. Reis recommended conditional approval stating that the request is in compliance with Subdivision Regulations and the Comprehensive plan and meets the intent of the R-2 and R-3A zoning districts.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the Woods Crossing Filing No. 2 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. All present voted yes. Motion passed.

BEAR CREEK SUBDIVISION FILING NO. 8 FINAL PLAT

City Council considered the Bear Creek Subdivision Filing No. 8 Final Plat to create 37 residential lots, open space tracts, outlots reserved for future development, and associated rights of way and easements.

Planner II William Reis reviewed the location of the 53.36 acres east of 6350 Road and south of Lincoln Road. Mr. Reis stated that this area is subject to a planned development which has been approved. The applicant is proposing 37 single family residential lots within the R-3A, Medium High Density District and R-5, Low Density Manufactured Housing District. The Bear Creek Amended Preliminary Plat was approved in September 2021.

Mr. Reis stated that the final plat requires that all lots must meet the minimum lot size designated in the PD Plan, all surrounding streets must be in place and approved by the City Engineer, and utilities must be installed prior to execution.

Mr. Reis recommended conditional approval stating that the Final Plat is in compliance with Subdivision Regulations and the Comprehensive Plan, and the proposal meets the intent of the Bear Creek PD Plan.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to approve the Bear Creek Subdivision Filing No. 8 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. All present voted yes. Motion passed.

Mr. Reed rejoined the meeting at 7:30 p.m.

ORDINANCE 2633 – FIRST READING

City Council considered Ordinance 2633 on first reading, an Ordinance of the City of Montrose, Colorado, designating the Methodist Episcopal Church of Montrose, 19 S Park Ave, Montrose, Colorado, as a City of Montrose Historic Property Pursuant to § 11-3 of the Official Code of the City of Montrose.

Planner II William Reis reported that the former name of Methodist Episcopal Church of Montrose is used in the Ordinance to match state and federal historic information for the building. Mr. Reis stated that the Church meets criteria in terms of age, its association with the religious history of Montrose, its design by notable architect Thomas Barber, its Romanesque revival style architecture, and its conformance with Akron Plan style of church design.

Mr. Reis reviewed the history and architectural features of the Church, and recommended approval of Ordinance 2633 on first reading.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by J. David Reed, to pass Ordinance 2633 on first reading as presented. All voted yes. Motion passed.

STAFF REPORTS

Sales, Use, and Excise Tax Report: Finance Director Shani Wittenberg presented sales, use, and excise tax information for the month of May 2023. Ms. Wittenberg reported that total sales and use tax collections were up .8 percent as compared to May of 2022 with a positive budget variance of 11.7 percent. Year-to-date collections were up 3.5 percent with a positive budget variance of 13.0 percent.

Police Department Update: Police Chief Blaine Hall announced that a pinning ceremony was held prior to the City Council meeting for two newly promoted sergeants. Chief Hall invited the community to the National Night Out event from 5:00-8:00 p.m. on August 1 in Centennial Plaza and on S. First Street in front of the Montrose Public Safety Complex.

CITY COUNCIL COMMENTS

No comments were received.

MOTION TO ADJOURN

At 7:46 p.m., a motion was made by Doug Glaspell, seconded by Ed Ulibarri, to adjourn the meeting with no further action taken.

ATTEST:

____
Barbara Bynum, Mayor

____
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE

CITY CLERK

MEMO

DATE: July 12, 2023
TO: City Council
FROM: Lisa DelPiccolo, City Clerk
RE: Special Events Permits Requiring City Council Approval

Three applications were received for Special Events Permits to sell and serve alcohol in conjunction with street closures:

FUNC Fest
The annual FUNC Fest event, hosted by the City of Montrose, will be held on August 12-13, at the Montrose Watersports Park and in Riverbottom Park. As in previous years, Apollo Road will be closed during the event. Black Canyon Boys and Girls Club has applied for the alcohol permit for this event.

Monte De Rosas Fiesta
The Monte De Rosas Fiesta will be held in LaRaza Park and surrounding area on Saturday, August 19. N. Sixth Street, N. Seventh Street, Ute Avenue and Selig Avenue adjacent to LaRaza Park will be closed as part of this event. MADA is hosting this event and is the applicant for the alcohol permit.

The premises for both events have been posted in compliance with the state statute.

DR 8439 (09/19/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

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
- [ ] Fraternal
- [ ] Patriotic
- [ ] Political
- [ ] Athletic
- [x] Chartered Branch, Lodge or Chapter
- [ ] National Organization or Society
- [ ] Religious Institution
- [ ] Philanthropic Institution
- [ ] Political Candidate
- [ ] Municipality Owned Arts Facilities

LIAB	Type of Special Event Applicant is Applying for:	
2110	[x] Malt, Vinous And Spirituous Liquor	Fee: $100.00 per event Payable to the City of Montrose
2170	[ ] Fermented Malt Beverage	

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Black Canyon Boys & Girls Club
State Sales Tax Number (Required):

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
1869 E. Main St.
Montrose, CO 81401

3. Address of Place to Have Special Event (include street, city/town and ZIP)
205 Apollo Rd
Montrose, CO 81401

4. Authorized Representative of Qualifying Organization or Political Candidate: Bud Taylor
Date of Birth: 08/11/88
Phone Number: 9709018688

Authorized Representative's Mailing Address (if different than address provided in Question 2.): PO Box 1907, Montrose, CO 81402

5. Event Manager: Bud Taylor
Date of Birth: 08/11/88
Phone Number: 9709018688

Event Manager Home Address (Street, City, State, ZIP): 1509 Avon Dr. Montrose, CO 81401
Email Address of Event Manager: btaylor@bcbgc.org

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
[ ] No [x] Yes How many days? 2

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
[x] 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	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
08/12/23	12 p.m.	4 p.m.	08/13/23	12 p.m.	6 p.m.		.m.	.m.		.m.	.m.		.m.	.m.
	.m.	.m.		.m.	.m.		.m.	.m.		.m.	.m.		.m.	.m.
	.m.	.m.		.m.	.m.		.m.	.m.		.m.	.m.		.m.	.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: Bud Taylor
Title: CEO
Date: 06/22/23

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 of Montrose
[x] City [ ] County
Telephone Number of City/County Clerk: 970-240-1422

Signature: Lisa DelPiccolo
Title: City Clerk
Date: 7/10/2023

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)

Special Event Permit Questionnaire

1. Name of Event: Func Fest

2. Type of Event (i.e., annual, quarterly, benefit, etc.): annual event

3. Explain in detail the nature of your organization, its function, and who or what benefits from its operations (attach a separate sheet if necessary): Youth development organization. We help youth with out of school time including summer We give youth the opportunity to explore interests and find their passion, while giving parents piece of mind.

4. Who or what organization will be the recipient of funds derived from this event? Black Canyon Boys & Girls Club

5. How many attendees are expected at this event? 1000 to 3000 attendees

6. Describe the premises of this event: The premises is River bottom park

7. If this is an outdoor event, describe how the exterior boundaries of the premises be marked (i.e., roped, fenced, etc.): The boundaries will be marked with caution tape and signs will be posted.

8. What type of entertainment, if any, will be provided at this event? There will be lots of entertainment including vendors and music.

9. What method will be used to check identification for proper age of attendees (i.e., at the door, at the bar, etc.), and how will underage patrons be identified so as not to be served alcohol beverages (i.e., stamp or mark on the hand, etc.)? All attendees will be checked at the bar and given a green wrist band. Attendees will not be served unless they have a green wrist band

10. How will the conduct and level of intoxication of attendees be monitored, and by whom? The Tipps trained bartender will monitor the attendees

11. Have volunteers or members of your organization been trained in the sale/service of alcohol beverages? If yes, what training have they received, and by whom? Yes, three have been trained so far. The City of Montrose provided the training.

12. What types of alternate beverages and food/snacks will be available? There will be vendors selling food for purchase

13. Have State and City Sales Tax Numbers been initiated by you or a member of your organization? If yes, please provide the numbers in the space provided. NA

14. Explain how this event will be marketed by describing what kinds of advertising material will be distributed and the targeted recipients of such material. Flyers, Facebook, other social media. The City of Montrose will be marketing the event


FuncFest
Alcohold Boundary for FuncFest 23
Legend
Alcohol boundary
Black Canyon Gymnastics
Riverbottom Park
Black Canyon
Riverbottom Park
Bar area
N
700 ft
Google Earth

DR 8439 (09/19/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

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

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

1. Name of Applicant Organization or Political Candidate: MADA - Mexican American Development Association
State Sales Tax Number (Required):

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
17 N 6th Street
Montrose CO 81401

3. Address of Place to Have Special Event (include street, city/town and ZIP)
La Raza Park
Montrose CO

4. Authorized Representative of Qualifying Organization or Political Candidate: Bethany Maher
Date of Birth: 03/17/19
Phone Number: 7192935044

Authorized Representative's Mailing Address (if different than address provided in Question 2.): 2860 Star Ridge Court Montrose CO 81401

5. Event Manager: Bethany Maher
Date of Birth: 03/17/19
Phone Number: 7192935044

Event Manager Home Address (Street, City, State, ZIP): 2860 Star Ridge Court Montrose CO 81401
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 ____________

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	Date	Date	Date	Date
Date 08/19/20 Hours From 2p.m. To 11p.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .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: BeMn
Title: Director
Date: 06/29/23

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)

Special Event Permit Questionnaire

1. Name of Event: Fiesta - Monte De Rosas Fiesta

2. Type of Event (i.e., annual, quarterly, benefit, etc.): Annual

3. Explain in detail the nature of your organization, its function, and who or what benefits from its operations (attach a separate sheet if necessary): community hub serving the community at large and those in need.

4. Who or what organization will be the recipient of funds derived from this event? MAOA

5. How many attendees are expected at this event? ~~1000~~ 500

6. Describe the premises of this event: Park - La Raza Park

7. If this is an outdoor event, describe how the exterior boundaries of the premises be marked (i.e., roped, fenced, etc.): Volunteer security - barriers

8. What type of entertainment, if any, will be provided at this event? Live music, car show, Cultural dancers

9. What method will be used to check identification for proper age of attendees (i.e., at the door, at the bar, etc.), and how will underage patrons be identified so as not to be served alcohol beverages (i.e., stamp or mark on the hand, etc.)? check id for wristbands

10. How will the conduct and level of intoxication of attendees be monitored, and by whom? Those serving alcohol will monitor as well as a "Floater" volunteer.

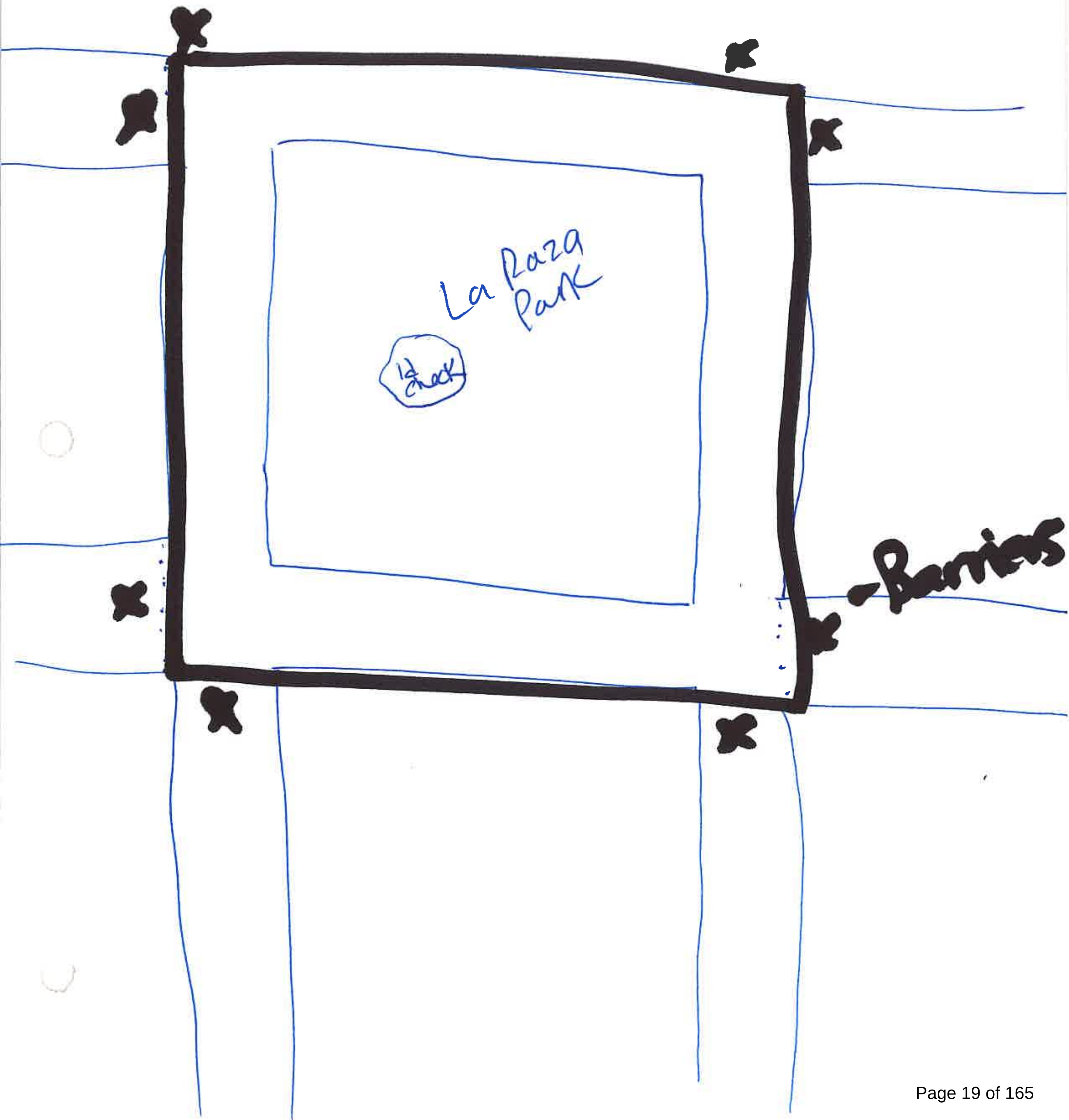
11. Have volunteers or members of your organization been trained in the sale/service of alcohol beverages? If yes, what training have they received, and by whom? Some - TIPS

12. What types of alternate beverages and food/snacks will be available? water, juice, soda Food trucks

13. Have State and City Sales Tax Numbers been initiated by you or a member of your organization? If yes, please provide the numbers in the space provided. ~~yes~~ no

14. Explain how this event will be marketed by describing what kinds of advertising material will be distributed and the targeted recipients of such material. banners, flyers, social media

DOC #63978


La Raza Park
Id check
-Barrias

RADIO DISPOSAL/SALE RECOMMENDATION

TO: Honorable Mayor and Members of the City Council
FROM: Tim Cox, Deputy Chief
DATE: July 11, 2023
RE: 2023 Radio Disposal/Sale List
CC: William Bell, Ann Morgenthaler, Shani Wittenberg, Blaine Hall

---

Action

Consider approving the Disposal/sale of 6 police radios to the Olathe Police Department for $100.00 each. Total cost for 6 police radios is $600.00.

Background

The radios listed below are scheduled for replacement in 2023. Their replacements have been budgeted for from the IS/Radio Fund and have already been replaced. With Council's approval, these radios would be sold to OLPD. This will give OLPD access to better radios than the ones they currently have, improving officer safety.

APX 6000 Radios to be sold to OLPD:
755CRV0207
755CRV0208
755CRV0209
755CRV0210
755CRV0211
755CRV0212

All items are disposed of in accordance with Section 1-16-5 of the Municipal Code.

DR 8442 (02/23/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company	License Number 03-14793
2. Name of Licensee Bliss Beauty Bar / Saige Unrein	3. Trade Name of Establishment (DBA) Bliss Beauty Bar
4. Address of Premises (specify exact location of premises) 1544 oxbow drive unit 156	5. Business Email Address Blissbeautybarco@outlook.com

City	County	State	ZIP	Business Phone Number
Montrose	Montrose	CO	81401	9709012094

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change

- ☐ Manager's Registration (Hotel & Restr.) $30.00
- ☐ Manager's Registration (Tavern) $30.00
- ☐ Manager's Registration (Lodging & Entertainment) $30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License $50.00

Section C

- ☐ Retail Warehouse Storage Permit (ea) $100.00
- ☐ Wholesale Branch House Permit (ea)............. $100.00
- ☐ Change Corp. or Trade Name Permit (ea)......... $50.00
- ☒ Change Location Permit (ea).......................... $150.00
- ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change........................... $150.00
- ☐ Change, Alter or Modify Premises

$150.00 x	Total Fee:

- ☐ Addition of Optional Premises to Existing H/R

$100.00 x	Total Fee:

- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex

$160.00 x	Total Fee:

- ☐ Campus Liquor Complex Designation ....No Fee
- ☐ Sidewalk Service Area $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	**TOTAL AMOUNT DUE**	$ .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

4) ***To modify Premise, or add Sidewalk Service Area,*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

5) ***For Optional Premises*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

7) ***Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change,*** go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.

8) ***Campus Liquor Complex Designation,*** go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.

9) ***To add another Related Facility*** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: ______________________

City ______________, County ______________ ZIP ______________

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

6. Change of Trade Name or Corporation Name

☐ Change of Trade name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

Change of Location

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority ______________ **Date of Hearing** ______________

(a) Address of current premises 431 E main street

City Montrose County Montrose ZIP 81401

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address 1544 oxbow drive unit 156

City montrose County montrose ZIP 81401

(c) New mailing address if applicable.

Address 1544 oxbow drive unit 156

City montrose County montrose State CO ZIP 81401

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Winery/Limited WineryNoncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or

☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: ______

City ______ County ______ ZIP ______

(b) Address of Location 2: ______

City ______ County ______ ZIP ______

Change of Manager

9. Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name ______

New manager's name ______

(b) Date of Employment ______

Has manager ever managed a liquor licensed establishment?.......... ☐ Yes ☐ No

Does manager have a financial interest in any other liquor licensed establishment?.......... ☐ Yes ☐ No

If yes, give name and location of establishment ______

______

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed ______

(b) **If the modification is temporary,** when will the proposed change:

Start ______ (mo/day/year) End ______ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located 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?

(If yes, explain in detail and describe any exemptions that apply).......... ☐ Yes ☐ No

(d) Is the proposed change in compliance with local building and zoning laws?.......... ☐ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?.......... ☐ Yes ☐ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

Campus Liquor Complex Designation

11. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing ________________ Liquor License # ________________ to a Campus Liquor Complex .... ☐ Yes ☐ No

Additional Related Facility

12. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility ________________________________

(b) Outlined diagram provided .... ☐ Yes ☐ No

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	Print name and Title Sarah Unrein	Date 6/29/2023
Report and Approval of LOCAL Licensing Authority (CITY / 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 applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**		
Local Licensing Authority (City or County)	Date filed with Local Authority RECEIVED JUN 29 2023	
Signature	Title	Date
Report of STATE Licensing Authority The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

RESOLUTION 2023-12

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

WHEREAS the Montrose Police Department continues to see a rise in the number of cases that require Victim Services involvement and wishes to continue to employ two Victim Services staff.; and

WHEREAS there has been a rise in the total number of crime victims assisted by 27% from 158 total victims' midyear of 2022 to 215 midyear 2023; and

WHEREAS there has been a rise in the number of child sexual assault victims that we have assisted by 31% from 22 midyear of 2022 versus 32 midyear 2023; and

WHEREAS, the State of Colorado has passed legislation in 2021 requiring suspects to be Advised within 48 hours of arrest, beginning in April 2022, which requires Victim Services to contact crime victims on Weekends to discuss their rights, inform them of the protective order, and ensure they have the ability to exercise their right to be present and speak; and

WHEREAS the Montrose Police Department wishes to continue to improve upon the services provided to include Victim Services availability 7 days a week in the office, Weekend Advisement coverage, helping victims with obtaining civil protection orders, apply for Crime Victim Compensation or access other community resources, regular follow up with crime victims; and

WHEREAS the Montrose Police Department wishes to reduce the burnout caused by vicarious trauma and maintain longevity with future advocates and employees within this type of position; and

WHEREAS the Montrose Police Department is mandated by the Colorado Constitution to guarantee certain rights to victims of violent crimes, employs a full time Victim Services Coordinator and one full time Victim Advocate to ensure compliance and to provide services to crime victims, and wish to apply for a portion of the Victim Services Coordinator's in the amount of $30,150 and Victim Advocate's salary in the amount of $25,000.00;

NOW, THEREFORE, the City Council of the City of Montrose:

- Authorizes the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant through the 7th Judicial District Victims Assistance Board for the total of $55,150.00, to cover a portion of both the current Victim Advocate's Salary and a new Victim Advocates salary.

- Authorizes the Chief of Police to act in connection with the application and to provide such additional information as required.
- Authorizes the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents.

ADOPTED this 1st day of August 2024, by the Montrose City Council

CITY OF MONTROSE, COLORADO

By ______________________________
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF MONTROSE, COLORADO, RESCINDING CITY MANAGER'S DECLARATION OF A PUBLIC HEALTH EMERGENCY WITHIN THE CITY OF MONTROSE, COLORADO.

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq*. (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies; and

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" in cases of an illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision, here the City Manager; and

WHEREAS, pursuant to Montrose Municipal Code Chapter 1-22 "Response to Emergencies, Civil Emergencies, or Local Disasters", in case of emergency the City Manager, or designee, is authorized to declare a civil emergency, emergency, or local disaster if the City Manager finds that the city or any part thereof is suffering from or is in imminent danger of suffering a natural or manmade civil emergency, emergency, or local disaster; and

WHEREAS, the City Council of the City of Montrose approved Emergency Ordinance 2500 extending the City Manager's Declaration of a City Emergency until the conclusion of the public health emergency, and

WHEREAS, the state and federal emergency declarations of public health emergencies occasioned by the COVID-19 viral pandemic have now been rescinded by and through executive order of the respective executive officers, and

WHEREAS, the Official Code of the City of Montrose authorizes the City Council to declare by resolution a civil emergency, emergency or local disaster ended, and

WHEREAS, the Official Code of the City of Montrose authorizes, but does not require, the City Council to approve, upon information furnished from a report of the City Manager, to ratify the actions taken during the declaration of public health emergency, and

NOW, THREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO as follows:

SECTION 1:

The City of Montrose, Colorado, Declaration of Public Health Emergency dated March 2020, is hereby rescinded due to the conclusion of the public health emergency occasioned by the COVID-19 viral pandemic.

SECTION 2:

The attached report from the City Manager's office made pursuant to City of Montrose Municipal Code § 1-22-15 shall be retained by the City Clerk and made a part of the official record of this approved resolution.

SECTION 3:

The City Council hereby finds, determines and declares that it has the power to adopt this Resolution pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter.

SECTION 4:

The Resolution shall become effective immediately upon its passage. [This Resolution shall become effective as set forth in the City of Montrose Charter, and pursuant to Colorado Revised Statute § 24-33.5-709 (1)].

SECTION 5:

The Resolution shall be given prompt and general publicity and shall be promptly filed with the city clerk and with the office of emergency management pursuant to Colorado Revised Statute § 24-33.5-709 (1).

ADOPTED this 1st day of August, 2023, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

Barbara Bynum, Mayor

ATTEST

Lisa DelPiccolo, City Clerk

CITY OF MONTROSE

Office of the City Manager

MEMO

TO: City Council
FROM: Christopher Ottinger, Community Development Specialist
DATE: July 17 2023
RE: Allocating Private Activity Bonds to CHFA
ATTACHMENT: Resolution - Private Activity Bond Allocation to CHFA

INTRODUCTION

For the past five years, the City of Montrose has assigned our allocation of Private Activity Bonds (PAB) to the Colorado Housing and Finance Authority (CHFA), and CHFA in turn puts the PAB to use in our community. We ask the City Council to again consider assigning this year's PAB allocation to CHFA.

BACKGROUND

The IRS allocates a per capita bonding authority annually for housing to each state, also known as PAB Volume Capacity or "Cap". Colorado in turn allocates this authority to statewide authorities and local governments. In 2022, the allocation for the City of Montrose was $1,125,667. In 2023, the allocation for the City of Montrose is $1,245,218.

The City of Montrose has not desired to issue bonds directly, as there is risk and administrative burden in doing so. Allocating the PAB directly to CHFA allows our community to benefit from the PAB allocation without the City directly issuing bonds. Examples of PAB at work include in 2020, CHFA worked with the City of Montrose to use the City's PAB allocation to support Steele Properties, LLC's rehabilitation of San Juan Apartments, which serves Senior (62+ years old) Section 8 and residents with disabilities. In 2021, CHFA funded 20 loans in their single family tax-exempt program, First Step, for a total of $5.3 million in the City of Montrose. For 2022, CHFA funded 17 loans, totaling $4.5 million, at a median income of $70,666 for a median loan amount of $268,492.

City staff this year again recommends that City Council consider assigning our PAB allocation to CHFA, and request that CHFA use the PAB if there is the opportunity to support first time home ownership investment, a multifamily affordable housing project, and/or use the PAB allocation to support CHFA's homeownership program known as First Step. If the City Council allocates PAB to CHFA, CHFA will ensure that the funding is used within the City of Montrose to benefit our community.

RESOLUTION 2023-14
AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE CITY OF MONTROSE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the City of Montrose is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Montrose has an allocation of the 2023 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2023 (the "2023 Allocation"); and

WHEREAS, the City of Montrose has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Montrose and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2023 Allocation; and

WHEREAS, City of Montrose has determined that the 2023 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of City of Montrose has determined to assign $1,245,218.00 of its 2023 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Montrose and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Montrose as follows:

1. The assignment to the Authority of $1,245,218.00 of City of Montrose's 2023 Allocation be and hereby is approved.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the City Council be and hereby is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The City Council of City of Montrose be and hereby is authorized to execute and deliver the Assignment of Allocation on behalf of City of Montrose and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2023.

Assignor:

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE

OFFICE OF THE CITY MANAGER

William E. Bell, City Manager
Direct Dial: 970.901.8580
E-mail: wbell@ci.montrose.co.us

Summary Sheet
Applicant: Elderado Financial - Jim Elder, Owner
Property: 1030 & 1048 S Townsend Ave, Montrose , CO 81401

Company Profile
Elderado Financial is a fiduciary financial planning and investment management firm with clients worldwide.

Currently we have seven employees and still growing. Our annual revenue is approximately $1.1 million with a significant portion coming from out of state clients. Elderado Financial started 6/20/1998. Our marquee sign is well known is the region. We also support numerous local non-profit organizations.

Project Description
Elderado Financial has relocated to a new building on Townsend and the property is undergoing necessary renovation in preparation for the move. There are old gas remediation wells that need to be removed and asbestos abatement is needed. There are dilapidated buildings at 1030 and 1048 S. Townsend Ave that will be demolished during this process. There is also a tremendous amount of debris and rubbish that will be removed from the property. A second story is being built to accommodate approximately 3,000 sq ft of office rental space.

The exterior of the building will include improved landscaping and curb appeal as well as have 25 parking spaces available for use.

Reason for Request
As our business grew, we started looking for alternatives for office space 2 years ago. After extensive research on numerous properties, we decided the property next door to our office would help solve our problem of office space and parking. During this process, inflation has greatly affected the cost to either purchase a building or build a new building. I am asking for assistance to remove asbestos, demolition, sidewalk completion, and landscaping.

Total Project Budget: $2,000,000

Request Budget

Asbestos Report (Already Performed)	$ 2,958
Xtract Environmental Services – Asbestos Abatement	$ 50,881.10
Exterior Cleanup	$ 40,000
Total Request:	$ 93,839.10
Total Suggested:	$ 50,881.10

The suggested amount represents the asbestos abatement which is about 3% of the total project. The report has already been done and doesn't qualify for assistance at this time. The work to the exterior clean up may qualify, but I am not sure that we have enough information at this time to make a determination.

Opportunity Fund Application - Elderado Financial - 1100 S Townsend Avenue

General Information

Business Name and/or Property Address:	Elderado Financial
Primary Contact First Name*:	Jim
Primary Contact Last Name*:	Elder
Business Address 1:	1100 S Townsend Avenue
Business Address 2:	*Field not completed.*
City:	Montrose
State:	CO
ZIP:	81401
Phone Number:	9702499900
Email Address:	jim@elderadofinancial.com
How did you hear about the Opportunity Funds?	Bill Bell

Business Information

Is the business/property currently located in the downtown district?	Yes
Business and/or Property Description	Financial Planning and Investment Management
Bank Used for Business Purposes:	Bank of Colorado

Bank Contact Person:	Brad Oberto
Date of Business Opening/Property Purchase:	3/31/2023
How many people are currently employed by the business?:	7
Federal EIN#:	84-1465012
Business Structure:	S Corporation
Does the business own the property where it is located?	Yes

Project Information

Purpose of Project:	Signage, Facade improvements, Roof improvements, Code deficiency corrections, Improve or replace utilities, Improving accessibility
Project Description:	Demolition of current dilapidated buildings at 1030 S. Townsend Ave. and build new office complex.
Please provide a short description of how you would like to use the loan funds:	Due to inflation, construction costs have drastically increased. I would use the funds to pay for asbestos removal demolition of buildings.
Total Estimated Project Costs:	2,000,000.00
Proposed Sources of Funds:	Business Loan

The following information is required during the application process. Please indicate whether or not you will be willing and able to provide the following information.

A personal financial statement (for anyone owning a 20% or greater stake in the business)	Yes
Two years of past tax returns	Yes
Two years of past financial statements	Yes
Cash flow projections, balance sheet, and income statement for a minimum of twelve months	Yes

Disclaimer & Signature

I certify that my answers are true and complete to the best of my knowledge and that intentional misrepresentations or omissions may be cause for the rejection of my pre-application.

Your electronic signature below indicates your agreement with the following statements: By typing my name in the following box and clicking submit button I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing my loan pre-application and information.

Applicant Signature:	Jim Elder

Email not displaying correctly? View it in your browser.

07/12/2023

Anthony Russo

City of Montrose

Business Development

RE: Façade Improvement Matching Grant Program for **Elderado Financial, Inc.**

In accordance with the IGA dated September 19th, 2017 Region 10 will provide analysis of business loan and incentive requests including grant applications for the purpose of business development.
Background: A grant application for **Elderado Financial, Inc.** was received in the amount of **$93,893.10**. All requested information has been submitted by the borrower**. Elderado Financial is a fiduciary financial planning and investment management firm with clients worldwide.** The company is in good standing with the Colorado Secretary of State having registered on 06/22/1998.

Financial Analysis: The company has submitted a business plan, marketing plan, and detailed financial projections extending through 2024. The projections include Profit and Loss, Balance Sheet, and Statement of Cash Flows. Based on the historic cash flows of the business from the submitted tax returns, the projections are deemed reasonable and attainable. The business and marketing plan detail the owners experience and expertise in the Investment and Financial Planning arena. This project initially will maintain a staff of 4 full time Certified Financial Planners and 2 Financial Advisors and one Chief Investment Officer and one Office Manager. The estimated $1.5MM payroll and commissions in 2023.

Request: The Grant Request in the amount of $93,893.10 was accompanied with a bid from Xtract Environmental Services for asbestos abatement and Exterior Cleanup, and Street Side improvements. Total suggested Grant is $50,000.00

Conclusion: Based on the purpose of the Façade grant program and the total project cost (excluding asbestos abatement) funding this grant will enhance the look of the downtown area and fills an empty storefront. The addition of office space and store front will upgrade this downtown Main St area.

There may be other opportunities for business assistance for Elderado Financial in regard to asbestos abatement.

Sincerely,

Matthew Evans

Loan Fund Counselor

Google Maps 1030 S Townsend Ave

Imagery ©2023 Airbus, Map data ©2023 Google 20 ft

562 HUNTINGTON
POINT LN
CLIFTON CO 81520

Invoice

Date	Invoice #
1/23/2023	01992

Bill To
Jim Elder

Terms	Project
Net 30	1030 S Townsend Avenue

Description	Amount
Limited Nondestructive Asbestos Inspection and Reporting	2,958.00

Thank you for your business. FEIN # 45-2876337

Payments/Credits	$0.00
Balance Due	$2,958.00

Phone #
970-424-4749

ESTIMATE

COKER COMPANIES LLC
501 E. Main St.
Montrose, CO 81401

subs@cokerhomes.com
+1 (303) 947-8886

COKER HOMES

Elder project

Bill to
Elder project
1100 S Townsend
Montrose, CO 81401

Estimate details
Estimate no.: 1001
Estimate date: 05/17/2023
Expiration date: 06/23/2023

	Product or service		Amount
1.	Demo of current buildings, located at 11th and Townsend. price includes permits, removal of tree, two structures with foundations, construction fencing, track out pad. completion will include site prep for new foundation and framing.		$0.00
2.	**1210 - Lot clearing**	1 unit × $40,000.00	$40,000.00

Total **$40,000.00**

Expiry date 06/23/2023

Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400

Client:	Jim Elder
Property:	1030 & 1048 S Townsend Ave
	Montrose , CO 81401
Operator:	CODY
Estimator:	Nayara
Company:	Xtract Environmental Services
Type of Estimate:	Other
Date Entered:	4/24/2023 Date Assigned:
Price List:	COGJ8X_APR23
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	JIM_ELDER

Permitting
A state permit is subject to an 11 day processing period from the time the application is submitted. If you agree to this estimate and would like to move forward, please notify us so that we can send over the applicable paperwork to get this process started. This paperwork typically comes via DocuSign for an easy digital signature.
*Emergency waivers are available to reduce this processing period in the event of a water loss, fire loss, or asbestos spill resulting in the concern of a health hazard.

PROJECT SET-UP

We must have electricity and running water through the duration of the project.
*Please notify us if either of these aren't available so we can adjust and provide it.

STAGE 1 Pre-Clean
All unaffected contents of the property will be removed from the abatement area. Our team will wet wipe and HEPA vacuum all surfaces that are not being removed to ensure the integrity of our containment when adhering to said surfaces. *Please remove any pictures, art, collectibles, and small items from the abatement area prior to our arrival. Our crew is happy to assist with any large or bulky items once we are on-site.

STAGE 2 Containment Setup
Decontamination chambers are constructed to ensure our team enters and exits the regulated/abatement area safely. They consist of five 3'x3' pop-up chambers one of which is a portable shower that is connect to a portable water heater and water filtration system that ensures clean water is drained into the sewage system. This "Decon" are will consume a 10'x10' area outside of the regulated/abatement area. Our team will then install critical barriers (6 mil poly) over every window, opening, and vent within the regulated/abatement area. Once we have an airtight seal, negative air machines are installed and vented to the outside to create a negative pressure within the regulated/abatement area so that if there were to be a breach in the containment that no contaminants would escape. The air being exhausted to the outside has been filtered through a HEPA filtration system within the negative air machines and is clean. The negative pressure is measured by a manometer on-site. The team will then beginning protecting all surfaces that are not to be removed by installing one layer of certified 6mil poly on the floor, installing one layer of certified 4mil on the walls, adding an additional layer of certified 6mil on the floor, adding an additional layer of certified 4mil on the walls, and then a final layer of certified 4mil on the ceiling. The two layers on the floor and the two layers on the walls are woven together overlapping 12" to create a watertight seal.

STAGE 3 Gross Removal

Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400

The surfaces that are included in the abatement scope of work are ready to be removed. Throughout the removal, this material will be properly bagged into 6mil asbestos bags, sprayed with amended water until antiquated wet, sealed shut with tape, bagged and sealed a second time and transported through our waste load-out chambers within our decon chambers. This waste is either placed in our trailer or an on-site dempster to be transported to a regulated area at the landfill.

STAGE 4 Final Clean
Once all the ACM (asbestos containing material) has been removed, our team will will begin cleaning. This includes a detailed HEPA vacuuming and wet wiping all surfaces within the regulated/abatement area. Then the removal of the layer of poly on the ceiling, then the first layer of poly on the walls, then the first layer of poly on the floors while simultaneously continuing to HEPA vacuum and wet wipe. The team repeat that process per layer of poly bagging and disposing of all of the poly as ACM waste. After all the poly has been removed, with the exception of the critical barriers, all surfaces are thoroughly cleaned again using the same HEPA vacuuming and wet wipe methods.

STAGE 5 Final Air Clearance
Final air clearances are completed by a third-party Certified Industrial Hygienist. The Hygienist enters into the containment area, completes a visual inspection to ensure that the removal was conducted properly and then uses a leaf blower to agitate the air. They then collects air samples within the regulated/abatement area using pumps and cassettes that they set up. The Hygienist then uses a microscope on-site to read the samples collected and determine if the area has been sufficiently cleaned. NO asbestos fibers can be present for them to pass the inspection.

STAGE 6 Demobilization
Upon receiving passing clearance results, all of the decontamination chamber equipment is de-constructed, negative air machines are sealed and shut off, critical barriers are removed and bagged for waste, and everything is loaded into our trailer. The work site will be left clear of any material, waste, equipment, etc. produced/provided by our team. We like to coordinate this timing with our customers so they are present to certify the project was completed to their full satisfaction.

ADDITIONAL DAMAGE DISCLOSURE
Building containment in accordance to state regulation may require us to adhere to some finished surfaces which may result cosmetic damages to the adhered to surfaces. This includes tape, spray glue and staples.
*Xtract Environmental Services will take every precaution possible within reason to prevent collateral damages to the surfaces that have been adhered to according to the state requirements, BUT Xtract Environmental Services is not responsible for any said damages that may result from the adhesive/fastening to said surfaces.

XATIMATE ESTIMATION SOFTWARE
*All prices are used directly from Xactimate when available, and they include standard removal prices only. The containment process varies depending on contamination factors and the ACM debris removal requirements.

Please Note:
Line items that read (no haul off) are standard verbiage within the Xactimate pricing software. We will ALWAYS dispose of the hazardous waste we produce during an abatement and those costs are reflected on the line item that reads "Hazardous Waste Hauling & Disposal".

Estimate valid for 90 days

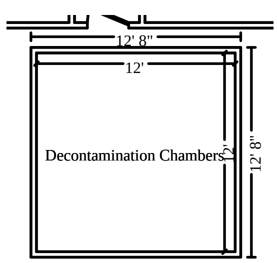
JIM_ELDER

JIM_ELDER

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	400.00	0.00	400.00
2. Project Design - 1048 S Townsend	1.00 EA	0.00	800.00	0.00	800.00
3. Hazardous Waste/Mold Cleaning-Supervisory/Admin- per hour	128.00 HR				INCLUDED
4. Add for personal protective equipment (hazardous cleanup)	96.00 EA	0.00	13.43	59.95	1,349.23
5. Powered Air-Purifying Respirator (PAPR) - (per day)	48.00 DA	0.00	73.25	0.00	3,516.00
6. PAPR cartridge - HEPA only (single cartridge)	12.00 EA	0.00	27.41	15.29	344.21
7. Hazardous waste hauling & disposal - (Bid Item)	85.00 EA	0.00	79.00	0.00	6,715.00
8. Asbestos test fee - post abatement air clearance- base fee	2.00 EA	0.00	375.00	0.00	750.00
9. Asbestos test fee- post abatement air clearance-per sample	4.00 EA	0.00	75.00	0.00	300.00
Total: JIM_ELDER				75.24	14,174.44

1048 S Townsend

Main Level



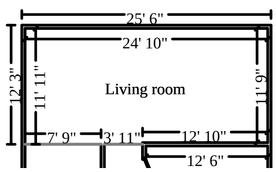
Decontamination Chambers **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Containment Barrier/Airlock/Decon. Chamber	528.00 SF	0.00	1.39	3.93	737.85
11. Temporary safety shower	1.00 EA	0.00	90.61	0.00	90.61
12. Negative air fan/Air scrubber (24 hr period) - No monit.	24.00 DA	0.00	70.50	0.00	1,692.00
***3 machines for 8 days**					
13. Add for HEPA filter (for negative air exhaust fan)	0.75 EA	0.00	212.54	6.69	166.10
14. Equipment decontamination charge - per piece of equipment	3.00 EA	0.00	51.24	0.68	154.40

CONTINUED - Decontamination Chambers

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Decontamination Chambers				11.30	2,840.96

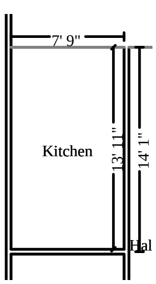


Living room **Height: 8'**

490.71	SF Walls	293.97	SF Ceiling
784.68	SF Walls & Ceiling	293.97	SF Floor
32.66	SY Flooring	61.34	LF Floor Perimeter
61.34	LF Ceil. Perimeter		

Missing Wall	**7' 9 7/16" X 8'**	**Opens into KITCHEN**
Missing Wall	**3' 11" X 8'**	**Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Containment Barrier/Airlock/Decon. Chamber	293.97 SF	0.00	1.39	2.19	410.81
16. Tear off asbestos drywall (no haul off)	784.68 SF	2.10	0.00	12.41	1,660.24
***Removal of walls and ceiling**					
17. HEPA Vacuuming - Light - (PER SF)	1,078.65 SF	0.00	0.59	0.00	636.40
18. Clean more than the walls and ceiling	1,078.65 SF	0.00	0.80	0.50	863.42
Totals: Living room				15.10	3,570.87



Kitchen **Height: 8'**

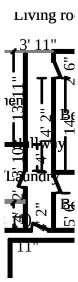
284.80	SF Walls	108.31	SF Ceiling
393.11	SF Walls & Ceiling	108.31	SF Floor
12.03	SY Flooring	35.60	LF Floor Perimeter
35.60	LF Ceil. Perimeter		

Missing Wall	**7' 9 7/16" X 8'**	**Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
19. Containment Barrier/Airlock/Decon. Chamber	108.31 SF	0.00	1.39	0.81	151.36
20. Tear off asbestos drywall (no haul off)	393.11 SF	2.10	0.00	6.22	831.75
***Removal of walls and ceiling**					

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. HEPA Vacuuming - Light - (PER SF)	501.42 SF	0.00	0.59	0.00	295.84
22. Clean more than the walls and ceiling	501.42 SF	0.00	0.80	0.23	401.37
Totals: Kitchen				7.26	1,680.32

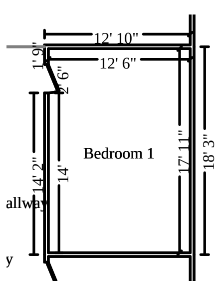


Hallway — Height: 8'

462.74	SF Walls	105.31	SF Ceiling
568.05	SF Walls & Ceiling	105.31	SF Floor
11.70	SY Flooring	57.84	LF Floor Perimeter
57.84	LF Ceil. Perimeter		

Missing Wall — **3' 11" X 8'** — **Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
23. Containment Barrier/Airlock/Decon. Chamber	105.31 SF	0.00	1.39	0.78	147.16
24. Tear off asbestos drywall (no haul off)	568.05 SF	2.10	0.00	8.98	1,201.89
***Removal of walls and ceiling**					
25. HEPA Vacuuming - Light - (PER SF)	673.36 SF	0.00	0.59	0.00	397.28
26. Clean more than the walls and ceiling	673.36 SF	0.00	0.80	0.31	539.00
Totals: Hallway				10.07	2,285.33



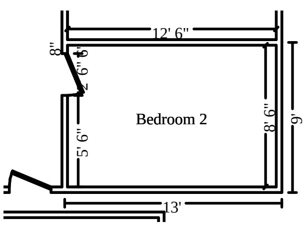
Bedroom 1 — Height: 8'

486.56	SF Walls	223.82	SF Ceiling
710.37	SF Walls & Ceiling	223.82	SF Floor
24.87	SY Flooring	60.82	LF Floor Perimeter
60.82	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
27. Containment Barrier/Airlock/Decon. Chamber	223.82 SF	0.00	1.39	1.67	312.78
28. Tear off asbestos drywall (no haul off)	710.37 SF	2.10	0.00	11.23	1,503.01

CONTINUED - Bedroom 1

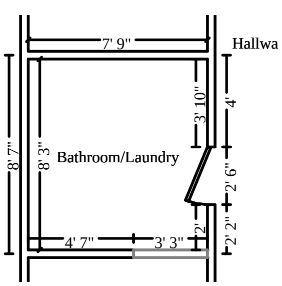
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
***Removal of walls and ceiling**					
29. HEPA Vacuuming - Light - (PER SF)	934.19 SF	0.00	0.59	0.00	551.17
30. Clean more than the walls and ceiling	934.19 SF	0.00	0.80	0.43	747.78
Totals: Bedroom 1				13.33	3,114.74



Bedroom 2 — Height: 8'

335.18	SF Walls	105.65	SF Ceiling
440.83	SF Walls & Ceiling	105.65	SF Floor
11.74	SY Flooring	41.90	LF Floor Perimeter
41.90	LF Ceil. Perimeter		

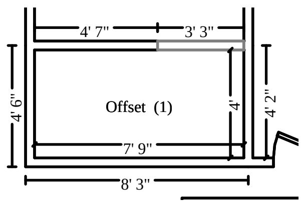
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
31. Containment Barrier/Airlock/Decon. Chamber	105.65 SF	0.00	1.39	0.79	147.64
32. Tear off asbestos drywall (no haul off)	440.83 SF	2.10	0.00	6.97	932.71
***Removal of walls and ceiling**					
33. HEPA Vacuuming - Light - (PER SF)	546.48 SF	0.00	0.59	0.00	322.42
34. Clean more than the walls and ceiling	546.48 SF	0.00	0.80	0.25	437.43
Totals: Bedroom 2				8.01	1,840.20



Bathroom/Laundry — Height: 8'

235.77	SF Walls	64.53	SF Ceiling
300.30	SF Walls & Ceiling	64.53	SF Floor
7.17	SY Flooring	28.94	LF Floor Perimeter
32.15	LF Ceil. Perimeter		

CONTINUED - Bathroom/Laundry



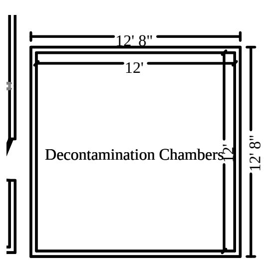
Subroom: Offset (1)		Height: 8'
167.55 SF Walls	31.32 SF Ceiling	
198.87 SF Walls & Ceiling	31.32 SF Floor	
3.48 SY Flooring	20.41 LF Floor Perimeter	
23.62 LF Ceil. Perimeter		

Missing Wall - Goes to Floor	3' 2 9/16" X 6' 8"	Opens into BATHROOM_LAU

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
35. Containment Barrier/Airlock/Decon. Chamber	95.85 SF	0.00	1.39	0.71	133.94
36. Tear off asbestos drywall (no haul off)	499.18 SF	2.10	0.00	7.89	1,056.17
***Removal of walls and ceiling**					
37. HEPA Vacuuming - Light - (PER SF)	595.03 SF	0.00	0.59	0.00	351.07
38. Clean more than the walls and ceiling	595.03 SF	0.00	0.80	0.28	476.30
Totals: Bathroom/Laundry				8.88	2,017.48
Total: Main Level				**73.95**	**17,349.90**
Total: 1048 S Townsend				**73.95**	**17,349.90**

1030 S Townsend

Main Level

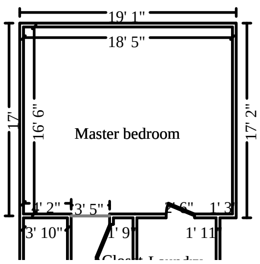


Decontamination Chambers		Height: 8'
382.79 SF Walls	143.09 SF Ceiling	
525.88 SF Walls & Ceiling	143.09 SF Floor	
15.90 SY Flooring	47.85 LF Floor Perimeter	
47.85 LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
39. Containment Barrier/Airlock/Decon. Chamber	525.88 SF	0.00	1.39	3.91	734.88
40. Temporary safety shower	1.00 EA	0.00	90.61	0.00	90.61
41. Negative air fan/Air scrubber (24 hr period) - No monit.	24.00 DA	0.00	70.50	0.00	1,692.00

CONTINUED - Decontamination Chambers

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
***3 machines for 8 days**					
42. Add for HEPA filter (for negative air exhaust fan)	0.75 EA	0.00	212.54	6.69	166.10
43. Equipment decontamination charge - per piece of equipment	3.00 EA	0.00	51.24	0.68	154.40
Totals: Decontamination Chambers				11.28	2,837.99

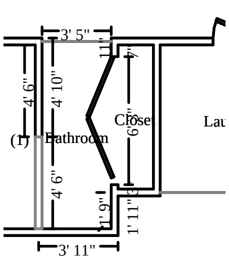


Master bedroom **Height: 8'**

531.08	SF Walls	303.87	SF Ceiling
834.95	SF Walls & Ceiling	303.87	SF Floor
33.76	SY Flooring	66.38	LF Floor Perimeter
66.38	LF Ceil. Perimeter		

Missing Wall **3' 4 11/16" X 8'** **Opens into BATHROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Containment Barrier/Airlock/Decon. Chamber	834.95 SF	0.00	1.39	6.21	1,166.79
45. Tear off asbestos drywall (no haul off)	303.87 SF	2.10	0.00	4.80	642.93
***Ceiling removal**					
46. HEPA Vacuuming - Light - (PER SF)	1,138.83 SF	0.00	0.59	0.00	671.91
47. Clean more than the walls and ceiling	1,138.83 SF	0.00	0.80	0.53	911.59
Totals: Master bedroom				11.54	3,393.22



Bathroom **Height: 8'**

146.52	SF Walls	31.08	SF Ceiling
177.60	SF Walls & Ceiling	31.08	SF Floor
3.45	SY Flooring	17.56	LF Floor Perimeter
22.07	LF Ceil. Perimeter		

Missing Wall **3' 4 11/16" X 8'** **Opens into MASTER_BEDRO**

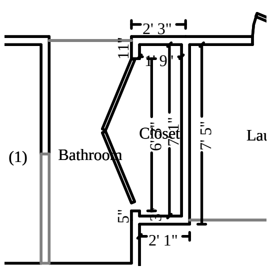
CONTINUED - Bathroom

Subroom: Offset (1) **Height: 8'**

176.04	SF Walls	34.88	SF Ceiling
210.92	SF Walls & Ceiling	34.88	SF Floor
3.88	SY Flooring	21.25	LF Floor Perimeter
25.76	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **4' 6 1/16" X 6' 8"** **Opens into BATHROOM**

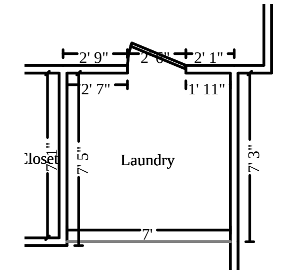
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Containment Barrier/Airlock/Decon. Chamber	388.52 SF	0.00	1.39	2.89	542.93
49. Tear off asbestos drywall (no haul off)	65.96 SF	2.10	0.00	1.04	139.56
***Ceiling removal**					
50. HEPA Vacuuming - Light - (PER SF)	454.48 SF	0.00	0.59	0.00	268.14
51. Clean more than the walls and ceiling	454.48 SF	0.00	0.80	0.21	363.79
Totals: Bathroom				4.14	1,314.42



Closet **Height: 8'**

140.74	SF Walls	12.24	SF Ceiling
152.98	SF Walls & Ceiling	12.24	SF Floor
1.36	SY Flooring	17.59	LF Floor Perimeter
17.59	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
52. Containment Barrier/Airlock/Decon. Chamber	152.98 SF	0.00	1.39	1.14	213.78
53. Tear off asbestos drywall (no haul off)	12.24 SF	2.10	0.00	0.19	25.89
***Ceiling removal**					
54. HEPA Vacuuming - Light - (PER SF)	165.21 SF	0.00	0.59	0.00	97.47
55. Clean more than the walls and ceiling	165.21 SF	0.00	0.80	0.08	132.25
Totals: Closet				1.41	469.39

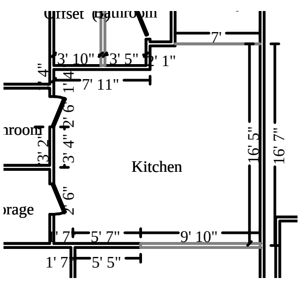


Laundry — **Height: 8'**

172.98 SF Walls	50.57 SF Ceiling
223.56 SF Walls & Ceiling	50.57 SF Floor
5.62 SY Flooring	21.62 LF Floor Perimeter
21.62 LF Ceil. Perimeter	

Missing Wall **6' 11 15/16" X 8'** **Opens into KITCHEN**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. Containment Barrier/Airlock/Decon. Chamber	223.56 SF	0.00	1.39	1.66	312.41
57. Tear off asbestos drywall (no haul off)	50.57 SF	2.10	0.00	0.80	107.00
***Ceiling removal**					
58. HEPA Vacuuming - Light - (PER SF)	274.13 SF	0.00	0.59	0.00	161.74
59. Clean more than the walls and ceiling	274.13 SF	0.00	0.80	0.13	219.43
Totals: Laundry				2.59	800.58



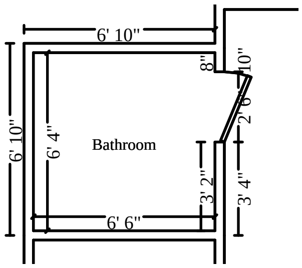
Kitchen — **Height: 8'**

411.42 SF Walls	261.60 SF Ceiling
673.02 SF Walls & Ceiling	261.60 SF Floor
29.07 SY Flooring	49.79 LF Floor Perimeter
59.62 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **9' 10" X 6' 8"** **Opens into DINING_ROOM**

Missing Wall **6' 11 15/16" X 8'** **Opens into LAUNDRY**

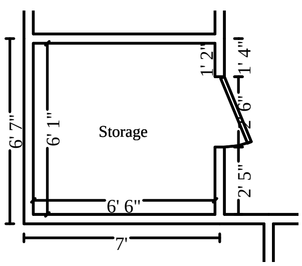
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. Containment Barrier/Airlock/Decon. Chamber	673.02 SF	0.00	1.39	5.01	940.51
61. Tear off asbestos drywall (no haul off)	261.60 SF	2.10	0.00	4.14	553.50
***Ceiling removal**					
62. HEPA Vacuuming - Light - (PER SF)	934.62 SF	0.00	0.59	0.00	551.43
63. Clean more than the walls and ceiling	934.62 SF	0.00	0.80	0.43	748.13
Totals: Kitchen				9.58	2,793.57



Bathroom **Height: 8'**

204.87	SF Walls	40.98	SF Ceiling
245.85	SF Walls & Ceiling	40.98	SF Floor
4.55	SY Flooring	25.61	LF Floor Perimeter
25.61	LF Ceil. Perimeter		

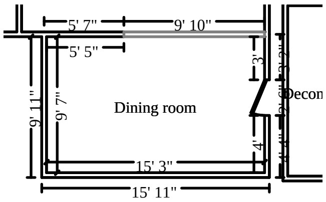
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
64. Containment Barrier/Airlock/Decon. Chamber	245.85 SF	0.00	1.39	1.83	343.56
65. Tear off asbestos drywall (no haul off)	40.98 SF	2.10	0.00	0.65	86.71
***Ceiling removal**					
66. HEPA Vacuuming - Light - (PER SF)	286.83 SF	0.00	0.59	0.00	169.23
67. Clean more than the walls and ceiling	286.83 SF	0.00	0.80	0.13	229.59
Totals: Bathroom				2.61	829.09



Storage **Height: 8'**

200.86	SF Walls	39.36	SF Ceiling
240.22	SF Walls & Ceiling	39.36	SF Floor
4.37	SY Flooring	25.11	LF Floor Perimeter
25.11	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
68. Containment Barrier/Airlock/Decon. Chamber	240.22 SF	0.00	1.39	1.79	335.70
69. Tear off asbestos drywall (no haul off)	39.36 SF	2.10	0.00	0.62	83.28
***Ceiling removal**					
70. HEPA Vacuuming - Light - (PER SF)	279.58 SF	0.00	0.59	0.00	164.95
71. Clean more than the walls and ceiling	279.58 SF	0.00	0.80	0.13	223.79
Totals: Storage				2.54	807.72



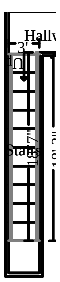
Dining room **Height: 8'**

331.12	SF Walls	145.56	SF Ceiling
476.68	SF Walls & Ceiling	145.56	SF Floor
16.17	SY Flooring	39.75	LF Floor Perimeter
49.59	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **9' 10" X 6' 8"** **Opens into KITCHEN**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
72. Containment Barrier/Airlock/Decon. Chamber	476.68 SF	0.00	1.39	3.55	666.14
73. Tear off asbestos drywall (no haul off)	145.56 SF	2.10	0.00	2.30	307.98
***Ceiling removal**					
74. HEPA Vacuuming - Light - (PER SF)	622.24 SF	0.00	0.59	0.00	367.12
75. Clean more than the walls and ceiling	622.24 SF	0.00	0.80	0.29	498.08
Totals: Dining room				6.14	1,839.32
Total: Main Level				**51.83**	**15,085.30**

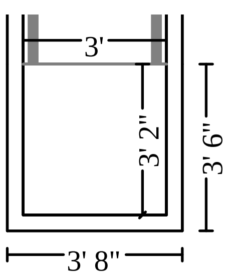
Basement



Stairs **Height: 14' 10"**

423.84	SF Walls	55.27	SF Ceiling
479.11	SF Walls & Ceiling	77.13	SF Floor
8.57	SY Flooring	38.91	LF Floor Perimeter
37.01	LF Ceil. Perimeter		

Missing Wall **3' X 14' 10 7/16"** **Opens into HALLWAY**



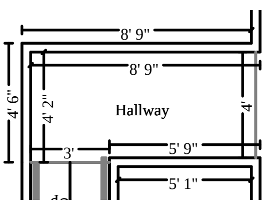
Subroom: Stairs1 (1) **Height: 8'**

74.67	SF Walls	9.50	SF Ceiling
84.17	SF Walls & Ceiling	9.50	SF Floor
1.06	SY Flooring	9.33	LF Floor Perimeter
9.33	LF Ceil. Perimeter		

Missing Wall **3' X 8'** **Opens into STAIRS**

CONTINUED - Stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Containment Barrier/Airlock/Decon. Chamber	585.14 SF	0.00	1.39	4.35	817.69
77. Tear off asbestos drywall (no haul off)	64.77 SF	2.10	0.00	1.02	137.04
***Ceiling removal**					
78. HEPA Vacuuming - Light - (PER SF)	649.91 SF	0.00	0.59	0.00	383.45
79. Clean more than the walls and ceiling	649.91 SF	0.00	0.80	0.30	520.23
Totals: Stairs				5.67	1,858.41



Hallway — Height: 8'

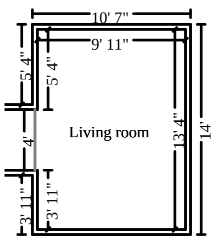
149.34	SF Walls	34.99	SF Ceiling
184.33	SF Walls & Ceiling	34.99	SF Floor
3.89	SY Flooring	18.67	LF Floor Perimeter
18.67	LF Ceil. Perimeter		

Missing Wall	**3' X 8'**	**Opens into STAIRS**
Missing Wall	**4' 1/4" X 8'**	**Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
80. Containment Barrier/Airlock/Decon. Chamber	184.33 SF	0.00	1.39	1.37	257.59
81. Tear off asbestos drywall (no haul off)	34.99 SF	2.10	0.00	0.55	74.03
***Ceiling removal**					
82. HEPA Vacuuming - Light - (PER SF)	219.32 SF	0.00	0.59	0.00	129.40
83. Clean more than the walls and ceiling	219.32 SF	0.00	0.80	0.10	175.56
Totals: Hallway				2.02	636.58

Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400



Living room				**Height: 8'**
338.85	SF Walls		132.15	SF Ceiling
471.00	SF Walls & Ceiling		132.15	SF Floor
14.68	SY Flooring		42.36	LF Floor Perimeter
42.36	LF Ceil. Perimeter			

Missing Wall **4' 1/4" X 8'** **Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
84. Containment Barrier/Airlock/Decon. Chamber	471.00 SF	0.00	1.39	3.50	658.19
85. Tear off asbestos drywall (no haul off)	132.15 SF	2.10	0.00	2.09	279.61
***Ceiling removal**					
86. HEPA Vacuuming - Light - (PER SF)	603.16 SF	0.00	0.59	0.00	355.86
87. Clean more than the walls and ceiling	603.16 SF	0.00	0.80	0.28	482.81
Totals: Living room				5.87	1,776.47
Total: Basement				**13.56**	**4,271.46**
Total: 1030 S Townsend				**65.39**	**19,356.76**
Line Item Totals: JIM_ELDER				**214.58**	**50,881.10**

Grand Total Areas:

6,532.43	SF Walls	2,372.05	SF Ceiling	8,904.49	SF Walls and Ceiling
2,393.92	SF Floor	265.99	SY Flooring	796.63	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	829.83	LF Ceil. Perimeter
2,393.92	Floor Area	2,594.02	Total Area	6,033.92	Interior Wall Area
4,028.25	Exterior Wall Area	447.58	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

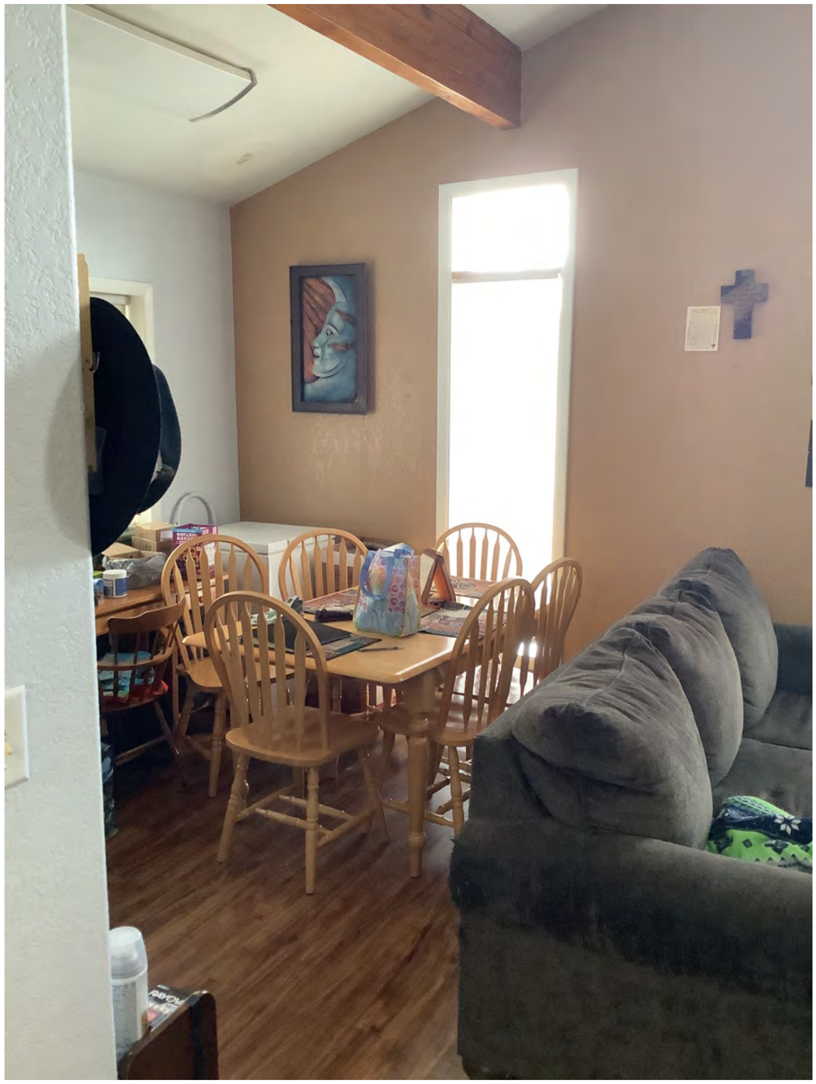
Summary

Line Item Total	50,666.52
Material Sales Tax	214.58
Replacement Cost Value	**$50,881.10**
Net Claim	**$50,881.10**

Nayara

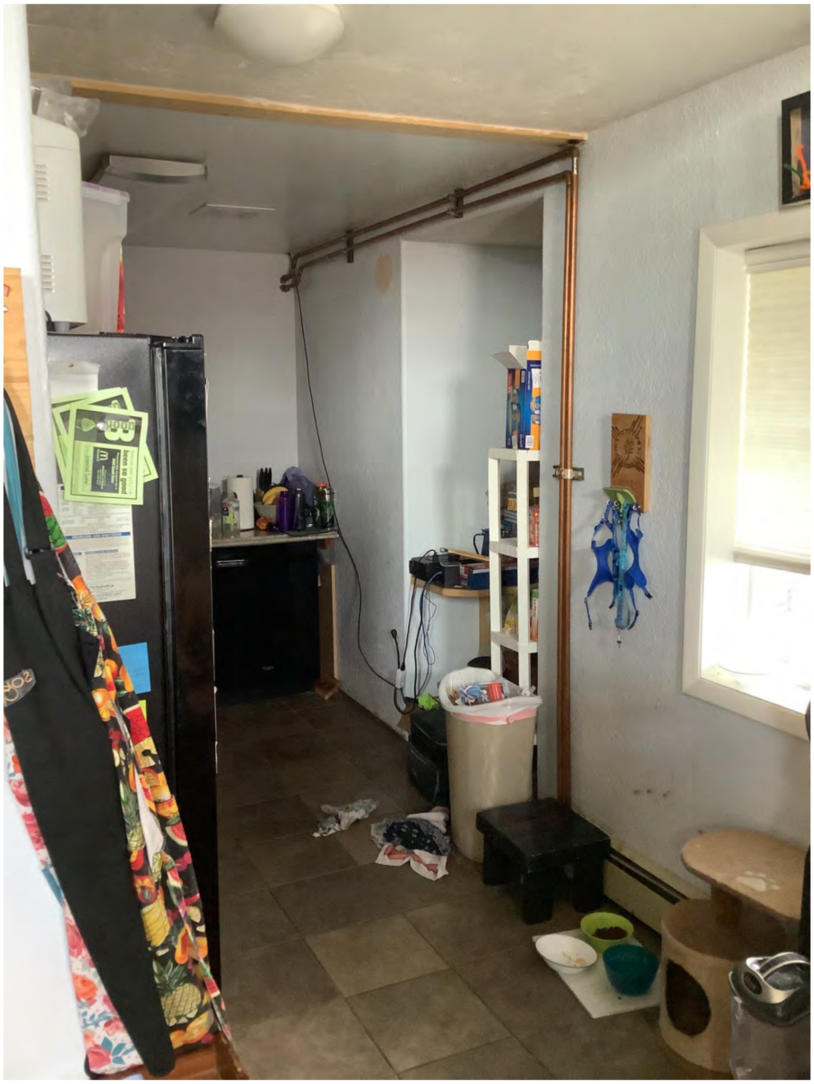
Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400



1 1-Image1 Date Taken: 4/24/2023 Taken By: Cody Gordon

2 2-Image2 Date Taken: 4/24/2023 Taken By: Cody Gordon



3 3-Image3 Date Taken: 4/24/2023 Taken By: Cody Gordon

4 4-Image4 Date Taken: 4/24/2023 Taken By: Cody Gordon

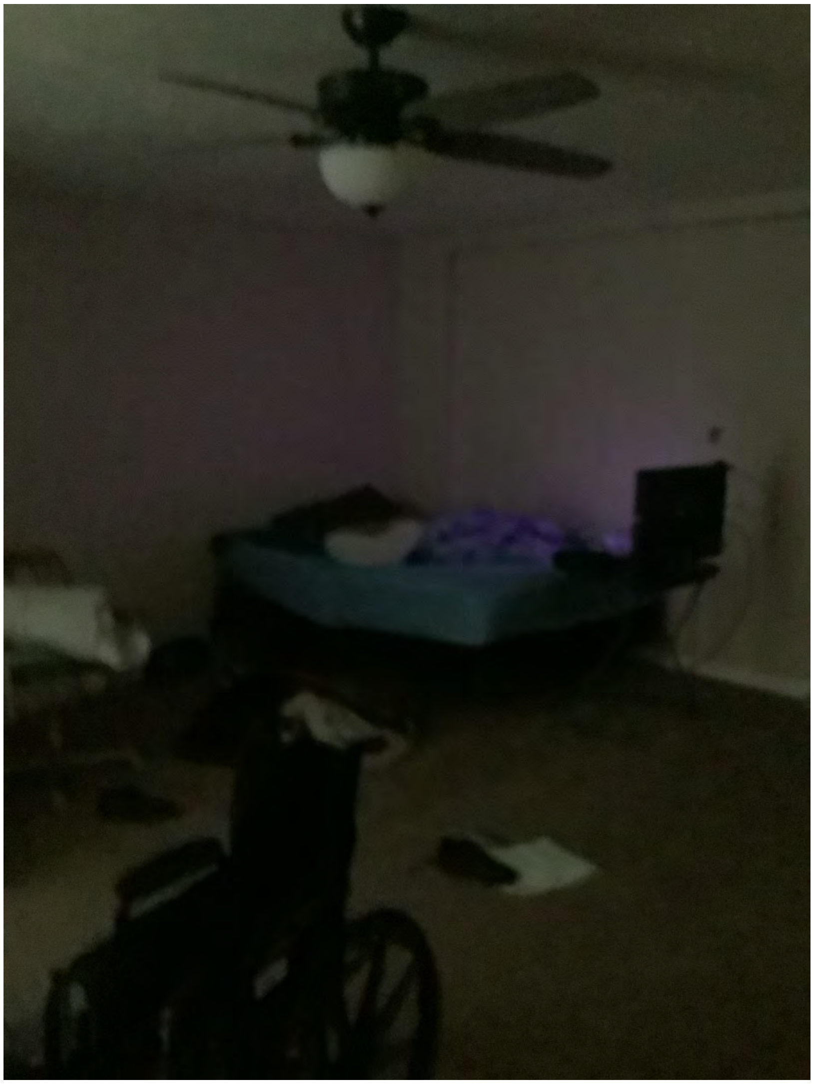
Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400

5 5-Image5 Date Taken: 4/24/2023 Taken By: Cody Gordon

6 6-Image6 Date Taken: 4/24/2023 Taken By: Cody Gordon

7 7-Image7 Date Taken: 4/24/2023 Taken By: Cody Gordon



8 8-Image8 Date Taken: 4/24/2023 Taken By: Cody Gordon

Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400

9 9-Image9 Date Taken: 4/24/2023 Taken By: Cody Gordon

10 10-Image10 Date Taken: 4/24/2023 Taken By: Cody Gordon

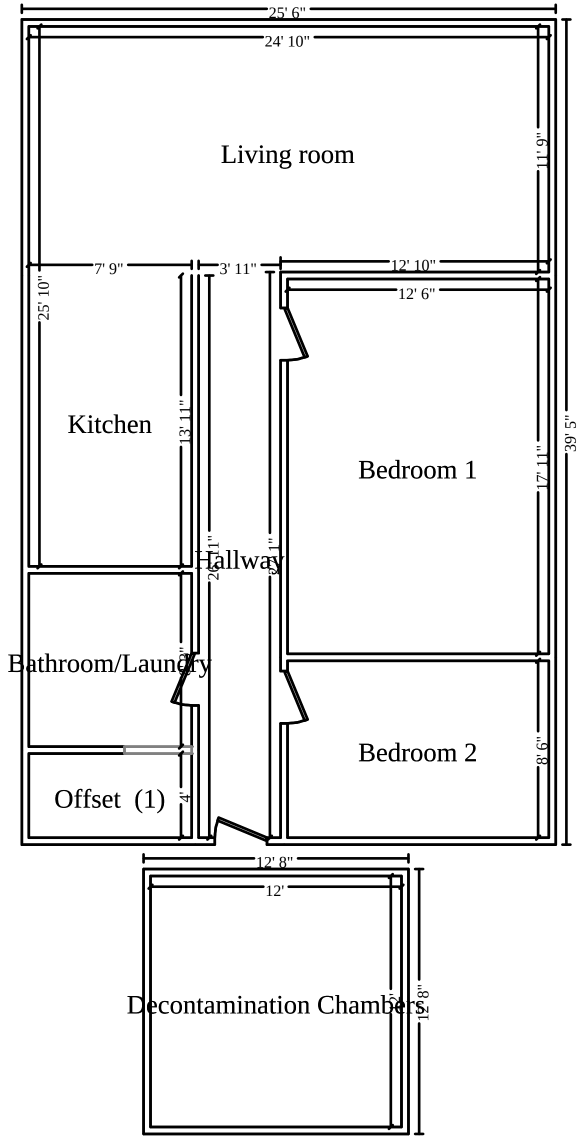
Xtract Environmental Services

237 27 1/4 Rd. Unit #1
Grand Junction, CO 81503
970-852-0400

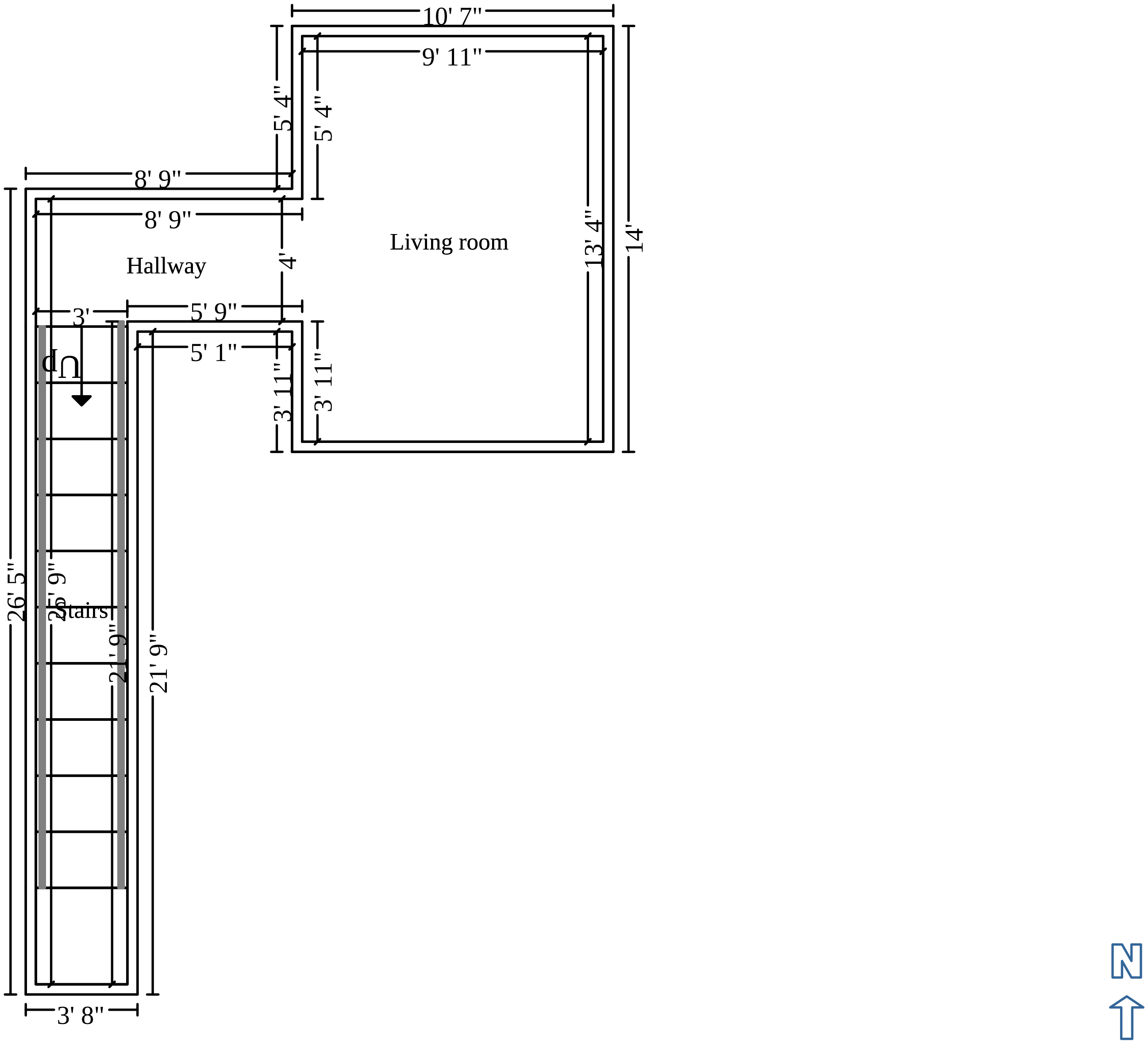
11 11-Image11 Date Taken: 4/24/2023 Taken By: Cody Gordon

12 12-Image12 Date Taken: 4/24/2023 Taken By: Cody Gordon

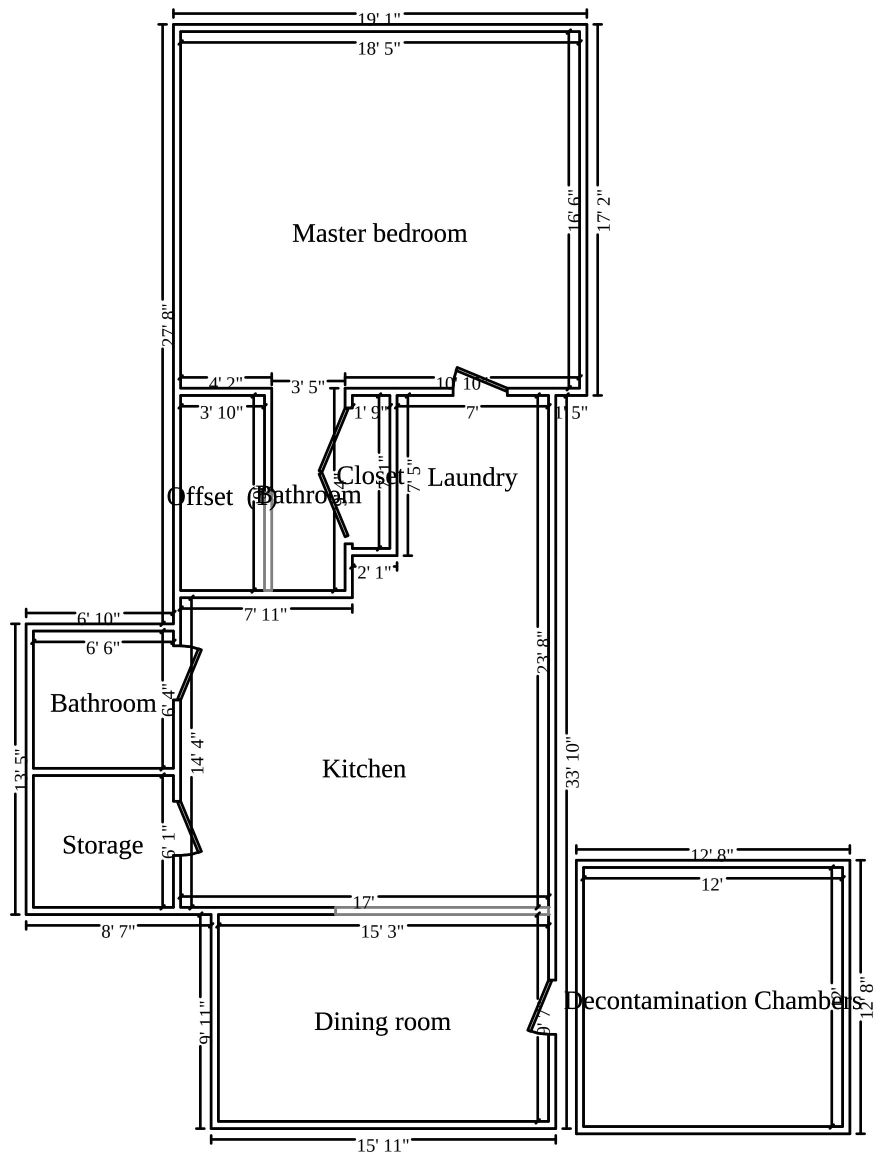
13 13-Image13 Date Taken: 4/24/2023 Taken By: Cody Gordon


25' 6"
24' 10"
Living room
11' 9"
7' 9"
3' 11"
12' 10"
12' 6"
25' 10"
Kitchen
13' 11"
Bedroom 1
17' 11"
39' 5"
Hallway
Bathroom/Laundry
Bedroom 2
8' 6"
Offset (1)
4'
12' 8"
12'
Decontamination Chambers
12' 8"

Main Level


10' 7"
9' 11"
5' 4"
5' 4"
8' 9"
8' 9"
Hallway
4'
Living room
13' 4"
14'
3'
5' 9"
5' 1"
Up
3' 11"
3' 11"
26' 5"
25' 9"
Stairs
21' 9"
21' 9"
3' 8"
N

Basement


19' 1"
18' 5"
Master bedroom
16' 6"
17' 2"
27' 8"
4' 2"
3' 5"
10' 10"
3' 10"
1' 9"
7'
1' 5"
Offset (3)
Bathroom
Closet
Laundry
7' 5"
2' 1"
6' 10"
7' 11"
6' 6"
Bathroom
6' 4"
23' 8"
14' 4"
Kitchen
13' 5"
33' 10"
Storage
6' 1"
12' 8"
17'
12'
8' 7"
15' 3"
Dining room
Decontamination Chambers
9' 11"
12' 8"
15' 11"
N
Main Level

ORDINANCE AUTHORIZATION

TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Director
DATE: July 17, 2023
RE: **Snow Removal Ordinance and Policy**
CC: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager

Action
Consider the authorization of an ordinance change to Section 9-4-1 Removal of Snow and/or Ice.

Background
City of Montrose Public Works Operation perform snow and ice removal from over 300 lane miles of public roadways. Effective snow and ice control is necessary for routine travel and the provision of emergency services. Public Works Operations attempt to provide such control in a safe and cost-effective manner keeping in mind safety, budget, personnel, and environmental concerns. Depending on the severity of the storm and conditions Public Works employees and equipment and/or private contractors may be required to provide this service.

The snowplowing and ice control policy (included in this packet and to be promulgated in the regulations manual) is intended to keep the streets within the City passable during adverse weather conditions and in a reasonably safe condition. This intent, and the reasonable limitation of cost effectiveness, is the basis for this policy.

Staff are recommending the following changes/additions to Section 9-4-1. Changes to the Ordinance are shown in the following document as a redlined version and as a clean final version. These changes will help to keep the roadways and storm drain system clear of snow and ice during and after snow events.

This ordinance change is aligned with State Statue 43-5-301 (State flyer and statute included in this packet) regarding the depositing of snow in the roadway.

Section 9-4-1. - Removal of snow and/or ice.

(A) The owner, occupant, or agent of any building, property, or vacant lot within the City fronting or abutting a paved sidewalk shall remove and clear away, or cause to be removed or cleared away, snow and ice from such sidewalk that fronts or abuts such building, property, or vacant lot within twenty-four (24) hours after the cessation of any snowfall, sleet, or freezing rain.

~~Generally. The owner, occupant, or agent of the owner of any building, property, or vacant lot in the City are jointly and severally responsible to maintain the sidewalks, parking area, and curbs, or the area from the property line to the gutter or edge of the public roadway, adjoining the building, property, or vacant lot in a clean condition and required to remove snow and ice from adjoining sidewalks within a reasonable time after every snowfall in order to give safe passage to pedestrians.~~

(B) The owner, occupant, or agent of the owner of any building, property, or vacant lot is required to remove snow deposited on a sidewalk, driveway, or parking lot by snow removal operations of the City or State of Colorado.

~~The obligation to remove snow and ice from the adjoining sidewalk imposed by this Section shall not extend to the removal of snow and ice deposited upon that property lying parallel to the sidewalk or the curb of the adjacent roadway, but not physically on the sidewalk, as a result of snow removal from the adjacent roadways by the City. However, the owner, occupant, or agent of the owner of any building or property, or vacant lot, is required to remove snow deposited upon a sidewalk or driveway or parking area by snow removal operations of the City or the State of Colorado~~

(C) In the event snow and ice cannot be removed without likelihood of damage to the sidewalk, the person or entity responsible for removal shall cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe, within twenty-four (24) hours after the cessation of any snowfall and shall cause such sidewalk to be thoroughly cleaned as weather permits.

(D) In this Section, sidewalk means the portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

(E) Any vehicle parked or stopped unattended on a city street whose presence interferes in any way with snow removal operations shall be subject to immediate removal at the expense of the owner of the vehicle. Neither the City nor any person acting under its direction shall be liable for damage to such vehicle subject to removal.

(F) It shall be unlawful for any person to:

(1) Deposit, or cause any snow or ice to be deposited on or against any fire hydrant or traffic control device or appurtenance;

(2) Deposit or cause to be deposited accumulations of snow or ice upon any sidewalk, street, roadway, loading or unloading area of a public transportation system, or designated emergency access lane; or

(3) In any way interfere with the safe and orderly flow of pedestrian or vehicular traffic by obstructing the view of such traffic on intersections, streets, or drives, or by any other means, or in any way obstruct or impede street or roadway drainage.

(G) The official operations of the City of Montrose, and any employee, or contractor acting under the direction of the City are exempt from this Section.

Section 6-1-21. - Unreasonable noise.

(A) It shall be unlawful for any person to make, cause to be made or continued, or to allow any unreasonable noise which unreasonably annoys, injures, or endangers the comfort, health, peace or safety others.
(B) Unreasonable noise is hereby declared to be a nuisance and may be abated in accordance with law.
(C) It shall be unlawful for any person to create any noise from use of engine brakes in connection with the operation of any motor vehicle. For the purposes of this provision, the term "engine brakes" (commonly referred to by brand names such as Jacobs brake, Jake brake, or Dynatard brake) means an engine retarder or dynamic braking device used primarily on large trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.
(D) If sound broadcast from speakers or similar equipment from a motor vehicle is audible within other motor vehicles on the road with the windows up, or audible within an occupied structure with the doors and windows closed, it shall be prima facie evidence that such sound is unreasonable noise for the purposes of Subsection (A) of this Section.
(E) If sound broadcast from speakers or similar equipment from an occupied structure is audible in another occupied structure with the doors and windows closed, it shall be prima facie evidence that such sound is unreasonable noise for the purposes of Subsection (A) of this Section. For the purposes of this Section, the term "occupied structure" shall not include sports fields, fairgrounds, and stadiums.
(F) The official operations of the City of Montrose, or persons acting under the direction of the City are exempt from this Section.

CHAPTER 3-28. – SNOWPLOWING AND ICE CONTROL POLICY

Sec. 3-28-1. – Introduction.

(A) Snowplowing and ice control removal operations within the City of Montrose are integral to safety and welfare within the community. Effective snow and ice control is necessary for routine travel and the provision of emergency services. The City will attempt to provide such control in a safe and cost-effective manner keeping in mind safety, budget, personnel, and environmental concerns. The City may use Public Works employees and equipment and/or private contractors to provide this service.

(B) The snowplowing and ice control policy is intended to keep the streets within the City passable during adverse weather events and free from dangerous conditions. This intent, and the reasonable limitation of cost effectiveness, is the basis for this policy.

(C) This policy does not relieve the operators of private vehicles, pedestrians, property owners, residents, and all others that may be using public streets, of their responsibility to act in a reasonable, prudent, and cautious manner given the prevailing street conditions.

Sec. 3-28-2. – Level of Service.

(A) The time required to clear snow and ice from streets depends on a variety of conditions often unique to each storm event. The strategies used to plow streets depend on several factors including:

(1) Snowstorm intensity and accumulation;
(2) Anticipated snowstorm duration;
(3) Type of snow, ranging from light/dry to heavy/wet;
(4) Ambient air and pavement surface temperatures before and expected after snowfall;
(5) High winds and drifting conditions;
(6) Traffic conditions, weekday versus weekend;
(7) Time of day;
(8) Time of season – fall, winter or spring; and
(9) Availability of equipment and staff.

(B) Subject to conditions above, snowplowing and/or ice control operations may be performed on all Tier 1, Tier 2, and Tier 3 (major arterial, minor arterial, and collector) streets for storms when an accumulation of snow or ice is present on roadway surfaces which would cause a dangerous condition. If all dangerous conditions have been removed from Tiers 1, 2, and 3, snowplowing may be performed on Tier 4.

(C) The City’s goal is to deploy resources at least one (1) hour before challenging conditions are reasonably expected to develop. The City uses local and national meteorologists and on-line resources to develop a reporting and mobilization plan for every expected winter storm.

(D) The City Manager or designee will determine when to begin snow or ice control operations for arterial and collector streets (Tier 1, 2, 3, and 4). The criteria for the deployment decision include:
   (1) Anticipated snow or ice accumulation on City roadways;
   (2) Ground or asphalt temperature;
   (3) Drifting of snow that causes problems for travel;
   (4) Time of year and predicted weather forecast; and
   (5) Time of snowfall in relationship to heavy use of streets.

(E) Snow and ice control operations are expensive and involve the use of personnel, materials and equipment. For reference, the City attempts to keep a fleet of approximately two (2) Motor Graders, one (1) front end loader with snow blower, and eleven (11) plow/spreader trucks to keep Tier 1, 2, and 3 roads clear.

(F) Generally, ice control will not be performed on Tier 4 streets unless deemed necessary. Ice control on steep slopes, near storm water inlets, and stop sign approaches will be performed on Tier 4 streets as determined to be necessary and subject to available personnel and equipment. City businesses and residents are responsible for the clearing of sidewalks as provided by the Official Code of the City of Montrose, Colorado, § 9-4-1. Generally, ice accumulations caused by shade that do not interfere with vehicle travel ways will not be treated. Shade dams, particularly along the south side of streets, can cause ice to remain for weeks or months and are to be expected in this region of Colorado.

Sec. 3-28-3. – Street Classification and Priorities.

(A) The City has classified City streets based on the street function, traffic volume, and relative importance to the transportation needs of the community. Four (4) priority rankings have been established for public City streets. A map of the City streets and their snow priority ranking is located on the City website.

(B) Tier 1 (Major Arterials): These roads will be plowed to maintain continuous all-weather access within the maximum capabilities of the City. Tier 1 streets can include areas where parking is prohibited during snow events. Major arterials are key emergency access routes and provide connectivity to surrounding municipalities and highways (State and U.S.). Townsend Avenue and Main Street are examples of Major arterial roads (Tier 1). Please note that the Colorado Department of Transportation maintains portions of North Townsend Avenue, and East Main Street (Colorado Highway 50). Portions of S Townsend Ave (Colorado Highway 550). And portions of West Main Street (Colorado Highway 90). The Colorado Department of Transportation (CDOT) reminds all property owners, renters, and private snow removal operators that it is unlawful to deposit snow on or next to a public highway. *See* C.R.S. § 43-5-301.

(C) Tier 2 (Minor Arterials): These roads are considered minor arterials and collector roads to the transportation system. They are typically high-volume streets that connect major sections of the City and act as primary access routes to schools. Tier 2 streets can include areas where parking is prohibited during snow events. Every attempt will be made to plow these roads the same day as the storm. Niagara Road, Park Ave. and Woodgate Road are examples of minor arterial roads in Montrose.

(D) Tier 3 (Minor Collectors): Those streets classified as collectors and/or secondary streets which typically receive a moderate amount of traffic. Collectors are often utilized to access area schools or community centers. North 9th, Locust Rd, and Odelle Rd. are examples of Collector roads in Montrose.

(E) Tier 4 (Residential): Are typically roads within residential subdivisions and public parking lots. These streets are plowed only when conditions warrant, and snowplow crews are available. Plowing of Tier 4 streets is a rare occurrence in Montrose. Tier 4 streets are not routinely plowed and de-iced because the lower traffic volume and speeds do not typically warrant the expense. The Streets Division will apply deicing materials on residential intersections on a case-by-case basis. Select alleys may be plowed to allow for the safe collection of solid waste.

(F) During significant and severe storm events, the City is prepared to deploy personnel and equipment to maintain Tier 1 roadways first. In fulfilling the need to have all Tier 1 streets safe and passable, and when resources are limited, snowplowing and treating of all other streets may be stopped at any time so resources can be focused on Tier 1 roads. Once Tier 1 roadways have been sufficiently serviced, Tier 2 roads will be plowed and treated as necessary.

(G) Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response calls, equipment breakdowns and personnel shortages.

Sec. 3-28-4. – Operational Classifications.

(A) The City of Montrose Public Works Department has three levels of operations that help define the severity of a snow event and to what capacity snow removal personnel are working.

   (1) Normal Operating Conditions – Winter storm weather which can be managed by normal or slightly modified operations within the discretion of the Street Division Superintendent or designee.

   (2) Serious Operating Conditions – Hazardous conditions beyond normal such as glare ice, whiteouts, high winds, ice storms, etc. Serious conditions may also be the result of reduced staffing levels, equipment failure, snowplow accidents, etc. In times of extreme snowfall, streets may not be completely cleared of snow. Serious conditions require the coordination of the Street Division Superintendent and snow removal personnel.

   (3) Extreme Operating Conditions (Potential Emergency) – Possibility of, or inability to keep up with the storm due to weather, extended operations, emergency situations (i.e. major traffic accidents, school closures, power outage, road closures, etc.).

Extreme conditions require the coordination of the Street Division Superintendent, Public Works Director, and other Public Works Department Division Superintendents.

Sec. 3-28-5. – Plowing Method.

(A) Snow will be plowed in a manner to minimize traffic obstructions and to provide, at minimum, one lane for safe passage. Generally, the immediate lane of traffic will be plowed first. Additional traffic lanes will be opened in successive plow passes. The plow discharge may go into an open center median, in and/or behind the curb on primary streets and into the parking area, or behind the curb on newer streets with boulevards.

(B) On two-way streets with on-street parking, the snow may be pushed to the center of the street or to the shoulder. On one-way streets or where there is a wide center median, snow may also be pushed in either direction. Snow in cul-de-sacs will normally be plowed to the center to provide the largest turning radius possible for access for emergency vehicles and solid waste operations.

(C) Whenever snow accumulation is expected, citizens should avoid parking on any City street to accommodate snow removal operations. City Staff may close all adjacent parking spots to dispose of plowed snow. This limited special service improves overall driving conditions and allows for public parking where pedestrian and vehicle traffic volumes are congested, and snow storage areas are limited.

Sec. 3-28-6. – Snow Removal.

The City Manager or designee will determine when snow will be removed from an area by snowblower, loader, and truck. Such snow removal will occur in areas where there is no room on the street or behind the curb for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal/hauling operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions and personnel availability. When this service is provided, the snow will be removed and hauled to a snow storage/disposal area.

Sec. 3-28-7. – Ice Cutting.

If conditions occur that create icing in vehicle travel lanes that are determined to be unsafe, the ice may be mechanically removed. These actions will be performed under the same 1-2-3 Tier system where streets are plowed and are subject to the availability of personnel and equipment. Ice cutting operations are generally limited and every attempt is made to avoid them due to the associated asphalt, pavement markings, and curb/gutter damage.

Sec. 3-28-8. – Use of Liquid and Solid De-icing Chemicals.

(A) The City may use liquid and solid de-icing chemicals when hazardous ice or slippery conditions exist. The City is concerned about the effect of such chemicals on the environment and carefully controls and monitors application rates. The City of Montrose lies within the Uncompahgre River watershed and all runoff is ultimately conveyed to the Colorado River. Therefore, it is important to use anti-icing chemicals prudently during snow control operations.

(B) The application of sand and abrasives during storm events is commonly used. Limiting the application rates reduces the quantity of particulates in the air and the amount of chemicals and sand deposited in wetlands and waterways. It is important to limit the use of sand and abrasives during snow control operations.

Sec. 3-28-9. – Extreme Weather Conditions.

Snow and ice control operations will be conducted when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and ice control operations include severe cold, significant winds, and limited visibility. Total white-out blizzard conditions may necessitate the declaration of a prohibition on all vehicle movements, including City snowplows, until visibility is improved.

Sec. 3-28-10. – Emergency Situations.

(A) All requests for assistance from emergency service agencies shall be given the highest priority or shall be handled per the City's Emergency Operations Plan.

(B) Calls for emergency assistance from the public will be transferred to 911 Dispatch or requested to call 911.

Sec. 3-28-11. – Emergency Declaration.

(A) In the event of a snow emergency, the City Emergency Manager or designee may declare a Local Disaster and activate the necessary functions of the City's Emergency Operations Plan.

(B) Traffic control and law enforcement will assume emergency response actions under the City Code and the City's Emergency Operations Plan.

Sec. 3-28-12. – Disabled or Parked Vehicles Interfering With Snow Removal Operations.

(A) City employees will not assist vehicles that are stuck in the snow or otherwise disabled. City equipment/vehicles shall not be used to tow privately owned vehicles.

(B) The City Manager or designee may authorize the towing of a privately owned vehicle whose presence interferes with snow and ice removal operations. Snow and ice removal personnel shall notify the City Manager or designee when such situations are encountered. Unless a privately owned vehicle is jeopardizing safety, the City Manager or designee shall make a reasonable effort to contact the vehicle owner prior to towing.

Sec. 3-28-13. – Sidewalks.

The owner, occupant, or agent of the owner of any building, property, or vacant lot in the City are jointly and severally responsible to maintain the sidewalks, parking area, and curbs, or the area from the property line to the gutter or edge of the public roadway adjoining the building, property, or vacant lot in a clean condition. They are required to remove snow and ice from adjoining sidewalks within a reasonable time after every snowfall in order to avoid any dangerous conditions. This includes snow that is plowed from public streets onto the sidewalk, driveways, or driveway openings. Snow must be piled on landscaped or other suitable private areas. Snow shall not be shoveled or deposited onto any street or other public right-of-way since it can impede drainage and contribute to icing on roadways and sidewalks.

Sec. 3-28-14. – Downtown Snow Removal.

(A) Streets in the downtown area may be initially plowed to the outside curb to maintain safe vehicle travel.

(B) It is in the best interest of property owners to remove snow from sidewalks along their properties in the designated downtown area. However, the City may remove snow in accordance with downtown area snow removal maps that may be found on the City's website. The downtown area to have snow removal operations provided by City staff was determined by the overall size of business storefronts.

(C) Whenever snow accumulation is expected, citizens should avoid parking in the downtown area to accommodate snow removal operations. City staff will close all adjacent parking spots to dispose of snow from sidewalk areas and immediately push snow to the end of the block for collection later as time allows. Snow removal/hauling operations will not commence until other snowplowing procedures have been completed. Snow removal operations may also be delayed depending on weather conditions and personnel availability.

.

Sec. 3-28-15. – Recreation Trail Snow Removal.

(A) Snow will be plowed to minimize obstructions and provide at least one lane for safe passage. The plow discharge shall go towards adjacent properties and not into the street when possible. In times of any snowfall, trails may not be completely cleared of snow. In areas known to become icy, deicing salt may be used.

(B) Due to the number of trails needing snow removed, not all trails will have the snow removed on the same day. Trail maps which show priority of trail snow removal will be updated periodically and can be found on the City's website.

Sec. 3-28-16. – Snow Removal on Private Property.

Unless it is necessary to provide access for emergency vehicles, City resources shall not be used to plow, remove snow, or provide ice control on private property.

Sec. 3-28-17. – Review and Modification of Policy.

The City Manager will consider any comments, complaints, and any other factors affecting this policy to determine if it should be modified.

BRINE FACT SHEET

APWA Winter Maintenance Sub-Committee

APWA AMERICAN PUBLIC WORKS ASSOCIATION

Spring 2016

Anti-icing involves placing a layer of brine on the surface of the pavement ***before*** a winter storm has begun to prevent snow and ice from freezing to the road. ***Deicing*** uses pre-wetted rock salt to break the bond ***after*** snow has frozen to the road.

Anti-icing delivers the same level of service, but it uses one-quarter to one-fifth as much salt as deicing.

Please direct media questions to APWA Communications/Media Relations Manager Laura Bynum at 202-218-6736 or e-mail lbynum@apwa.net.

What is salt brine?

Salt brine is a solution of salt (typically sodium chloride) and water. It has a freezing point lower than pure water and, as such, is a useful tool in reducing the adhesion of snow and ice to road surfaces. In addition to brine made with sodium chloride, some winter maintenance agencies also use brines made with calcium chloride or magnesium chloride. Nonetheless, these brines are solutions of salt and water, with a freezing point lower than the freezing point of pure water. The freezing point of brine is a function of the salt being used in the brine (sodium chloride, calcium chloride, or magnesium chloride) and the percentage by weight of that salt in the solution.

Why is salt brine important?

Rock salt, or solid salt, is simply crystals of sodium chloride. Until it has gone into solution—that is, until it has formed brine—it will do nothing to stop snow from freezing to the pavement surface. Agencies that use rock salt in their winter maintenance activities are doing so to create brine on the road surface. Therefore, brine is an integral and critical part of winter maintenance activities.

What is the difference between anti-icing and deicing?

Anti-icing is a proactive approach taken to decrease the likelihood of snow and ice bonding to a pavement surface. Additionally, anti-icing can prevent frost from forming on pavement surfaces. Anti-icing involves placing a layer of brine on the surface of the pavement before a winter storm has begun. This layer prevents the snow and ice from freezing to (or icing onto) the road. The alternative—which is called deicing—is to let the snow bond/freeze to the road, then apply pre-wetted rock salt to break the bond between the snow and the pavement.

Studies have shown that anti-icing will achieve the same level of service on a road or highway using between one-quarter and one-fifth the amount of salt used in deicing. Typically, anti-icing is performed using trucks carrying tanks, which have pumps to spray the brine onto the pavement surfaces. In many places lines or stripes of brine can be seen on a road before a given event. Some people call these safety stripes! Usually, brine is applied at rates of between 30 and 50 gallons per lane mile.

Even in avalanche areas snow has been easily removed due to anti-icing.

Are all those liquids pure salt brine?

No, they are not. Increasingly, agencies are blending brines to take into account the particular storm conditions they expect to deal with. Blends often use by-products from a variety of processes applied to natural materials. Organics might include by-products from cheese whey and sugar beet or similar ingredients. The purpose of organics is to increase the longevity of the brine on the pavement surface. Evidence has been presented that organics may reduce corrosion of vehicles and infrastructure. Usually, the concentration of organic additives in brine ranges from 5 to 20 percent. One typical mixture is 85% salt brine, 5% calcium chloride brine, and 10% organic.

What is pre-wetting, and where does it fit into all of this?

As discussed above, rock salt does not reduce the freezing temperature of the pavement surface until it has created a brine. Rock salt is typically pre-wetted while it is being applied to the pavement surface. Rock salt can be pre-wetted in many ways. The general idea is to get the rock salt wet as it leaves the plow truck. This not only jump-starts the freezing temperature reduction process (and thus gets the salt "working" more quickly) but it also helps the rock salt stay on the road after it is spread. When rock salt is not pre-wet, as much as 30% may end up bouncing straight into the ditch or gutter. Pre-wetting is normally done at rates of around 8 -10 gallons of brine per ton of solid material, but some agencies are now working on using slurries of rock salt, which has as much as 50 gallons of brine per ton of solid material.

What about corrosion, isn't brine more corrosive than rock salt?

As previously noted, if an agency is using rock salt to its best advantage, it is employing brine. So, rock salt and brine are just two sides of the same coin. That said, yes, chlorides can cause corrosion in metals, and if not treated properly this can cause damage to vehicles and infrastructure. Some organic additives may have corrosion-resistant benefits. Certainly, laboratory studies show that some of the organics reduce corrosion substantially. However, the best way to reduce or avoid corrosion is to take the extra precaution of rinsing off any residue from the road salt or the brine the road salt has become.

So, does putting down a liquid on a cold road just freeze to the road?

Brine does have a lot of water in it. For example, sodium chloride brine is typically 23.3% sodium chloride when it is applied. That means that it is 76.7% water. But, the salt is in a solution in the water, and that solution has a lower freezing point than pure water, as noted earlier. In particular, when salt brine is applied at a 23.3% concentration, it will freeze (without any additional dilution) at about -6° F. Unless the road surface is extremely cold, the brine will not freeze to the road. Of course, as it melts snow and ice, it becomes more diluted and—unless additional treatments are made or the road is cleared of snow and ice by plowing—the road will refreeze eventually. But the short answer to this question is NO – the brine will not freeze on the road when it is applied.

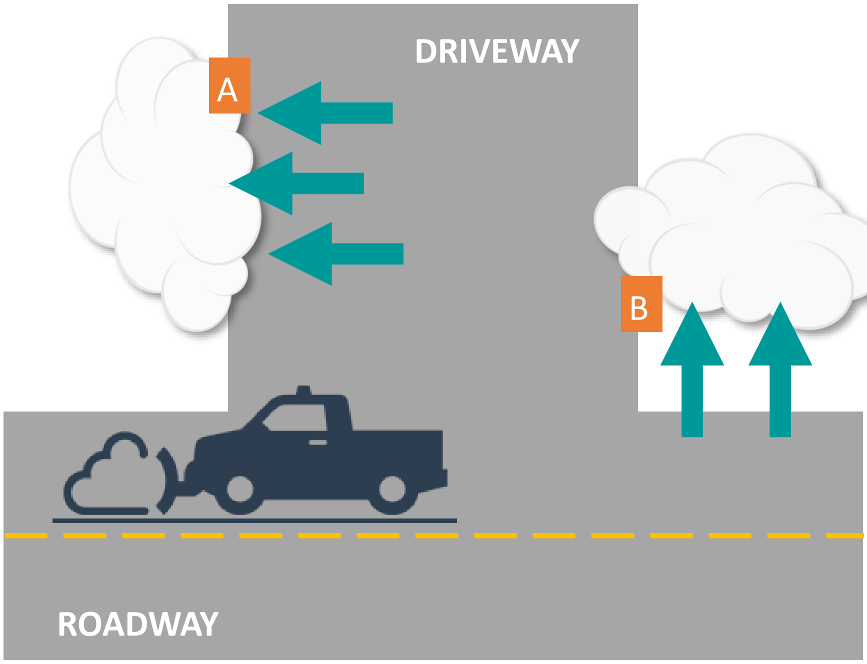
So, the brine won't freeze, but will it make the road slippery some other way?

There have been concerns about this slippery issue since the early days of using brines in the US. Indeed, AASHTO (the American Association of State Highway and Transportation Officials) considered this issue back in the 1990s. They concluded there might be an issue of slipperiness with some brines, but it would only occur in very unusual circumstances. These circumstances could be avoided by simply not applying brine when pavement temperatures were warm, or when the air humidity fell within certain ranges. Provided those restrictions are followed, brines do not cause slippery roads at all—rather they enhance road safety and mobility during winter weather and are a clear benefit to the traveling public.

Anti-icing roadways prior to an event in McHenry County, Illinois. (Photo courtesy of Mark DeVries)

DRIVEWAY SNOW REMOVAL

Recommendations for removing snow from your property



YES! Move snow from your driveway onto your **own** property.

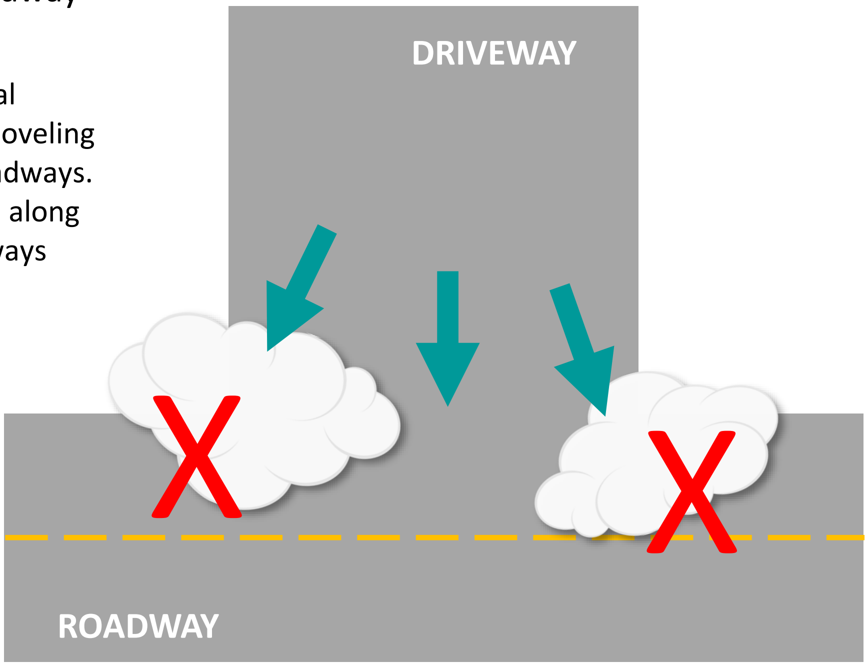
A If standing on your property, facing the road, move snow to the right or left of your driveway.

B Clear the area of your property next to your driveway and near the roadway. This gives plows a place to push snow and helps reduce the chance of a snow berm being created across your drive way.

NO! DO NOT push snow into the roadway or right-of-way. It is illegal!

Colorado law (CO Statute 43-5-310) and many local ordinances prohibit the plowing, blowing, shoveling or otherwise placing of snow onto public roadways. This includes the ditch and right-of-way area along the roadside. Pushing snow on public roadways creates many hazards for CDOT snow plow operators and the general public including:

- drainage problems,
- drifting,
- sight obstruction,
- hindered accessibility,
- slippery areas and
- frozen ruts or bumps that can contribute to motor vehicle or pedestrian crashes.



DEPOSITING SNOW ON ROADWAY PROHIBITED

The Colorado Department of Transportation (CDOT) reminds all property owners, renters and private snow removal operators that it is unlawful to deposit snow on or next to a public highway.

Colorado law (*see statute 43-5-301 below*) and many local ordinances prohibit the plowing, blowing, shoveling or otherwise placing of snow onto public roadways. This includes the ditch and right-of-way (ROW) area along the roadside. Pushing snow on public roadways can cause an increasing hazard with each snow storm, as snow piles or berms become larger, freeze and are more difficult to manage throughout the winter months.

Violations are considered misdemeanors, but civil penalties also apply if the placement of snow creates a hazard such as slippery areas, frozen ruts or bumps that can contribute to a motor vehicle or pedestrian crash. Other hazards created by improper placement of snow on or near a public roadway include drainage problems, drifting, sight obstruction and hindered accessibility. Special attention should be made to keep crosswalks, intersections, entrances and exits clean and unobstructed. The civil liability can extend to both the property owner and the person who placed the snow in the roadway or ROW.

Residents are responsible for clearing driveways and sidewalks within 24 hours after a snow storm to allow safe use by pedestrians. This is particularly important along school pedestrian routes to prevent children from having to walk in the street. It is required that owners place snow from their driveways and sidewalks onto their front yard or other areas of their own property and not into the street. This practice reduces the number of icy areas on streets and ensures proper drainage flow into the storm sewer once snow melts.

CDOT snow plow operations take place during and after a snow storm. Broad clearing of snow is often necessary to widen roads to ensure that ice and snow melts from the pavement surface. This may take place up to a few days after the event depending upon the severity of the storm and weather conditions. Unfortunately, subsequent CDOT operations may push snow back onto sidewalks and driveways. Clear the area of your property next to your driveway and near the roadway to give plows a place to push snow and help reduce the chance of a snow berm being created across your driveway.

COLORADO REVISED STATUTE 43-5-301. Obstructing highway – penalty

No person or corporation shall erect any fence, house, or other structure, or dig pits or holes in or upon any highway, or place thereon or cause or allow to be placed thereon any stones, timber, or trees or any obstruction whatsoever. No person or corporation shall tear down, burn, or otherwise damage any bridge of any highway, or cause wastewater or the water from any ditch, road, drain, flume, agricultural crop sprinkler system, or other source to flow or fall upon any road or highway so as to damage the same or to cause a hazard to vehicular traffic. Any person or corporation so offending is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than ten dollars nor more than three hundred dollars and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Upon a third conviction therefor, the offender shall be punished by a fine of not less than ten dollars nor more than three hundred dollars or by imprisonment in the county jail for not more than three days and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Each day such condition is allowed to continue upon any highway shall be deemed a separate offense.

This section makes it a criminal offense for anyone to obstruct a public highway.

ORDINANCE NO. 2634

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING TITLE 9 CHAPTER 4 SECTION 1 AND TITLE 6 CHAPTER 1 SECTION 21, REGARDING THE REMOVAL OF SNOW AND/OR ICE AND UNREASONABLE NOISE.

WHEREAS, the City's Municipal Code is updated from time to time; and

WHEREAS, the City has interest in updating its snow and ice removal ordinances for the health, safety, and welfare of its citizens; and

WHEREAS, the City's operations and equipment may create unreasonable noise in violation of the Official Code of the City of Montrose, Colorado.

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

SECTION 1:

Section 9-4-1. (Removal of snow and/or ice.) of the Official Code of the City of Montrose, Colorado, is amended to read in its entirety as follows:

(A) The owner, occupant, or agent of any building, property, or vacant lot within the City fronting or abutting a paved sidewalk shall remove and clear away, or cause to be removed or cleared away, snow and ice from such sidewalk that fronts or abuts such building, property, or vacant lot within twenty-four (24) hours after the cessation of any snowfall, sleet, or freezing rain.

(B) The owner, occupant, or agent of the owner of any building, property, or vacant lot is required to remove snow deposited on a sidewalk, driveway, or parking lot by snow removal operations of the City or State of Colorado.

(C) In the event snow and ice cannot be removed without likelihood of damage to the sidewalk, the person or entity responsible for removal shall cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe, within twenty-four (24) hours after the cessation of any snowfall and shall cause such sidewalk to be thoroughly cleaned as weather permits.

(D) In this Section, sidewalk means the portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

(E) Any vehicle parked or stopped unattended on a city street whose presence interferes in any way with snow removal operations, and City staff made efforts to remedy the situation, shall be subject to immediate removal at the expense of the owner of the vehicle. Neither the City nor any person acting under its direction shall be liable for damage to such vehicle subject to removal.

(F) It shall be unlawful for any person to:

(1) Deposit, or cause any snow or ice to be deposited on or against any fire hydrant or traffic control device or appurtenance;

(2) Deposit or cause to be deposited accumulations of snow or ice upon any sidewalk, street, roadway, loading or unloading area of a public transportation system, or designated emergency access lane; or

(3) In any way interfere with the safe and orderly flow of pedestrian or vehicular traffic by obstructing the view of such traffic on intersections, streets, or drives, or by any other means, or in any way obstruct or impede street or roadway drainage.

(G) The official operations of the City of Montrose, and any employee, or contractor acting under the direction of the City are exempt from this Section.

SECTION 2:

A new § 6-1-21.(F) (Unreasonable noise.) of the Official Code of the City of Montrose, Colorado, is amended to read in its entirety as follows:

(F) The official operations of the City of Montrose, or persons acting under the direction of the City are exempt from this Section.

SECTION 3:

Except as specifically amended hereby, the Official Municipal Code of the City of Montrose, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

SECTION 4:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof.

SECTION 5:

The City Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter.

SECTION 6:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 8:

This Ordinance shall become effective as set forth in the City of Montrose Charter.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Tuesday, the 1st day of August, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 1st day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 15th day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2635

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, REGARDING THE CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF MONTROSE AND SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC.

WHEREAS, on July 15, 2010, the Montrose City Council approved the grant of a Cable Television Permit Renewal (Franchise Agreement) to Bresnan Communications, LLC ("Grantee"), for its construction and operation of a cable television system within the City; and

WHEREAS, as the successor in interest to Grantee, the Charter Communications, Inc. entity which holds the franchise in the City is Spectrum Pacific West, LLC ("Charter"); and

WHEREAS, the term of the Franchise Agreement was for ten (10) years, expiring on July 20, 2020; and

WHEREAS, the City and Charter have previously agreed to continue operating under the existing franchise on a month-to-month basis until a new franchise is adopted or until the current agreement is otherwise terminated; and

WHEREAS, Charter is agreeable to continuing providing such services in the City, and has made application to the City for a cable franchise renewal; and

WHEREAS, the City has reviewed Charter's performance under the prior Franchise Agreement and the quality of service during the prior Franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Charter, and has determined that Charter's plans for operating and maintaining its cable system are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the public has had adequate notice and opportunity to comment on Charter's proposal to provide cable service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable service, and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational and Governmental Access programming) and quality customer service; and

WHEREAS, diversity in cable service programming is an important policy goal and the Charter cable system should offer a wide range of programming services; and

WHEREAS, the Montrose City Council desires to grant to Charter and Charter desires to accept the terms and conditions herein set forth for the use of rights-of-way and access easements dedicated and accepted for public use by the City in installing and operating a cable system in the City in accordance with applicable law and the provisions of the new Franchise Agreement by and between the City of Montrose, Colorado and Spectrum Pacific West, LLC; and

WHEREAS, after due evaluation, the Montrose City Council has determined that it is in the best interest of the City and its residents to grant a cable franchise renewal to Spectrum Pacific West, LLC, and indirect subsidiary of Charter Communications, Inc. for a term of ten (10) years as provided in the Franchise Agreement between the City and Charter and attached to this Ordinance.

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

SECTION 1:

The City Council of the City of Montrose hereby enters into a cable franchise agreement with Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc., attached hereto and incorporated herein as **Exhibit A.**

SECTION 2:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof.

SECTION 3:

The City Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter.

SECTION 4:

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6:

This Ordinance shall become effective as set forth in the City of Montrose Charter.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the 1st of August, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ, and PASSED on first reading this 1st day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

INTRODUCED, READ, and ADOPTED on second reading this 15th day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

EXHIBIT A

SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., AND THE CITY OF MONTROSE, COLORADO

CABLE FRANCHISE AGREEMENT
TABLE OF CONTENTS

FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is between the City of Montrose, Colorado, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under Applicable Law (as defined below), and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Agreement with the Grantee for the construction and operation of a Cable System (as defined below) on the terms set forth herein; and

WHEREAS, the Grantor and the Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to the renewal of the Franchise granted by this Agreement.

***NOW, THEREFORE**, the Grantor and the Grantee agree as follows:*

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the following meanings when used herein with initial capital letters. Other defined terms are set forth throughout this Agreement, and shall have the meanings ascribed herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. The following terms shall be defined as set forth in the Section 602 of the Cable Act (47 U.S.C. § 522) -- "Affiliate," "Cable Operator," "Cable Service," "Cable System," "Channel," "Franchise" and "Person" -- and "Franchise Fee" shall be as defined in Section 622 of the Cable Act (47 U.S.C. § 542).

B. "Access" shall mean the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community as determined by the Grantor, including the Grantor and its designees, of the Access Channel as set forth in this Agreement, and as permitted under Applicable Law.

C. "Access Channel" means a downstream signaling path provided by the Cable System to deliver Access programming to all Subscribers in the Service Area.

D. “Applicable Law” shall mean any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue, provided, however that any statute, ordinance, order or regulation that has been preempted by a higher governmental or legal authority, which prior to preemption had the force and effect of law, shall no longer be considered Applicable Law. This definition shall not be considered a waiver of the right of any party to assert the position that a statute, ordinance, order or regulation has not been preempted.

E. “Council” shall mean the Montrose City Council, the governing body of the Grantor.

F. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§ 521, et seq.).

G. “Designated Access Provider” shall mean the entity or entities designated now or in the future by the Grantor to manage or co-manage the Access Channel and facilities. The Grantor may be a Designated Access Provider.

H. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee (or any Affiliate of the Grantee who is a Cable Operator providing Cable Services over the Cable System in the Service Area) from the operation of the Cable System to provide Cable Services in the Service Area, including but not limited to (1) late fees, (2) installation and reconnection fees, (3) upgrade and downgrade fees, (4) converter and remote control rental fees, (5) parental control device rental fees, (6) advertising revenue (less commissions paid to third party agents, but not internal commissions earned by employees of the Grantee or its Affiliates), (7) home shopping commissions, and (8) interactive guides. Notwithstanding the foregoing, “Gross Revenue” shall not include: (i) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, the Access Capital Grant, or any sales or utility taxes; (ii) unrecovered bad debt; (iii) credits, refunds and deposits paid to Subscribers; and (iv) any exclusions available under Applicable Law.

The parties acknowledge that the Grantee may need to allocate Gross Revenue between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes), when these two types of services are bundled together in a discounted package offered to Subscribers. The Grantee shall make such allocation in accordance with generally accepted accounting principles, as defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”), and shall use a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law. The Grantor reserves its right to review and to challenge Grantee’s calculations.

In no event shall the Grantee allocate Gross Revenue between Cable Services and non-Cable Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading its Franchise Fee obligations under this Agreement.

J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

K. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 6.

L. "Standard Installation" shall mean any Cable Service installation that measures up to 125 feet from the point of connection to the Grantee's existing Cable System.

M. "State" shall mean the State of Colorado.

N. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, transportation and public utility easements, rights of way and similar public ways and extensions and additions thereto, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System, subject to this Agreement and Applicable Law. "Street" shall not include trails.

O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 **Grant**. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of this Agreement; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System for the provision of Cable Services. The Grantor owns electric utility and other poles within the City, and this Franchise does not grant any authorization to utilize Grantor-owned poles, which may only be accessed through separate agreement. This Agreement shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Agreement, subject to the Grantee obtaining access to City owned facilities on reasonable terms and conditions. Nothing in this Franchise shall be construed to prohibit or authorize the Grantee from offering any other service over its Cable System that is not prohibited by Applicable Law.

2.2 **Term.** This Agreement and the rights, privileges and authority hereby granted shall be for an initial term of twenty (20) years, commencing on the Effective Date of this Agreement as set forth in Section 15.11. If this Agreement is not renewed or terminated in accordance with Applicable Law by the end of the Term, it shall continue, on a month-to-month basis, in accordance with all terms and conditions contained herein, until such renewal or affirmative termination becomes effective.

2.3 Police Powers and Conflicts with Agreement. Notwithstanding any provision to the contrary herein, this Agreement, the Grantor and the Grantee are subject to and shall be governed by Applicable Law, including but not limited to the Cable Act and the City of Montrose Municipal Code. The Grantee shall at all times during the term of this Agreement be subject to all lawful exercise of the Grantor's police power, and the Grantor's right to adopt and enforce generally applicable and non-discriminatory ordinances and regulations necessary to the safety, health, and welfare of the public; provided, however, that such hereinafter enacted ordinances and regulations shall be reasonable and not materially modify the terms of this Agreement. In the event of a conflict between a provision of this Agreement and a provision of Grantor police power reflected in a generally applicable local ordinance, rule or regulation, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of this Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. § 546), or any such successor statute. Notwithstanding anything to the contrary set forth herein, the parties agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the parties may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. The parties consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act (47 U.S.C. § 546).

SECTION 4
Indemnification and Insurance

4.1 Indemnification.

A. The Grantee shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee's wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any Access Channel.

B. In addition, if the Grantor is named as a defendant in a complaint, demand, claim or action ("Action") that alleges that the Grantee's actions or omissions or the Cable System was a cause of injury identified in the Action, and subject to subsection 4.1C, the Grantor shall, within ten

(10) business days of receipt of such Action, give the Grantee written notice of its obligation to defend the Grantor, and tender the defense thereof to the Grantee. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee's liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee's option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 4.1A and reimburse the Grantor for the pro rata (with respect to any other claims made in the same Action, if any) attorney fees and other costs incurred by the Grantor associated with the defense. If the Grantor believes that any such Action should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.

C. Notwithstanding subsection 4.1A, if the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor.

D. The indemnification obligations of the Grantee set forth in this Agreement are not limited in any way by the amount or type of damages or compensation payable by or for the Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement or the terms, applicability or limitations of any insurance held by the Grantee, provided, however, that the Grantee's obligations to indemnify pursuant to this section shall be reduced by any amounts paid by any third parties directly or indirectly to the indemnified parties related to the same claims, including insurance proceeds.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of this Agreement insurance in amounts at least as follows but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence (C.S.L.) Combined Single Limit (C.S.L.)
Umbrella Liability	$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverages.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. The Grantee shall not deny Cable Service, deny access to Cable Service, or otherwise discriminate against Subscribers, Access Channel users, or general citizens on the basis of race, color, religion, national origin, age, sex or sexual orientation. The Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination. Subject to Section 6 and the Grantee's rights under Section 625 of the Cable Act (47 U.S.C. § 545), all residential structures in the Service Area shall have the same availability of Cable Services from the Grantee's Cable System under non-discriminatory rates, terms and conditions.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Section 631 of the Cable Act (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where the Grantee offers Cable Service as of the Effective Date. Upon receipt of a request for Cable Service from a potential residential Subscriber(s) in an unserved portion of the Service Area, and a written commitment from such Subscriber(s) (or payment in advance if required by the Grantee) to pay any applicable non-Standard Installation charges associated with providing Cable Service (if applicable), the Grantee shall extend the Cable System to the Street in front of such residence(s), provided that the average density is equal to or greater than thirty (30) residences per linear strand mile of cable as measured from the Grantee's closest technologically feasible tie-in point to its trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for Cable Service.

6.2 Subscriber Charges for Extensions of the Cable System. No potential Subscriber shall be refused Cable Service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to the Street in that area if the potential Subscribers are willing to pay the capital costs of extending the Cable System and any applicable non-Standard Installation charges associated with providing Cable Service. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard or non-Standard Installation charges to extend the Cable System from the tap to the residence. Such cost estimates shall be submitted to and accepted by the potential Subscriber(s) in writing before any Cable System extension or installation is required. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any annexed area which is not contiguous to the present Service Area of the Grantee, if the Grantee does not, at the time of annexation, have the legal authority to locate its Cable System in the areas necessary to reach such annexed parts of the Service Area. At such time as the Grantee has the legal authority to access the newly annexed areas, Cable Service shall be made available in accordance with the density requirements of this Section 6.2.

6.3 Limitations. Nothing herein shall require the Grantee to provide Cable Service to any Person who fails to abide by the Grantee's terms and conditions of Cable Service. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Applicable Law. The Grantor acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon the Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.4 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a City of Montrose Right-of-Way Work Permit for open trenching to any developer or property owner that such developer or property owner make reasonable efforts to give the Grantee at least thirty (30) but at no time less than five (5), business days, prior written notice of such construction or development, and of the particular dates on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. Costs of trenching and dedication of Streets required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by the Grantee.

6.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Agreement upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Sections 6.1 and 6.2 above. The Grantor shall also notify the Grantee in writing of all new street address assignments or changes within the Service Area. The Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor the Franchise Fees on Gross Revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow the Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, the Grantee shall pay the Franchise Fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Affairs. In any audit of the Franchise Fees due under this Agreement, the Grantee shall not be liable for the Franchise Fees on annexed areas unless and until the Grantee has received notification and information that meets the standards set forth in this section.

6.6 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet [and equipment] of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 6.6 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with Applicable Law.

7.2 Construction Standards and Requirements. All portions of the Grantee's Cable System located in the Streets shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76, Subpart K of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring.

A. The Grantee shall, at the Grantee's sole expense, test the Cable System consistent with the FCC regulations and all other tests, as required by generally Applicable Law, reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement.

B. The Grantee shall maintain written records of all results of its Cable System tests, performed by or for the Grantee, for the period required by the FCC. Copies of such test results will be provided to the Grantor upon request.

C. Grantee shall provide to the Grantor, once a year, upon request a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers.

D. Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year.

E. Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

F. Grantee shall perform any tests required by the FCC.

7.6 **Emergency Use**. The Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and State Applicable Law, including all testing requirements. If such requirements include the Grantor's activation of the EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor's use of the EAS is subject to a heightened standard of care given the purpose of the EAS and as such, the Grantor shall exercise all necessary attention, caution and prudence to ensure that the EAS is only used properly, lawfully and as required to alert citizens of emergencies.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions**. The Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible and when granted permission by the owners of such facilities for commercially reasonable rates, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 **Underground Construction**. The facilities of the Grantee shall be installed underground in those portions of the Service Area where telephone and electric utility services are both already underground or being placed underground at the time of Cable System construction, and in accordance with Applicable Law. All underground transmission lines shall be placed at a minimum of 12 inches in depth. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are placed underground by the facilities owner, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, the Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities; provided however that nothing herein shall require reimbursement to the Grantee or shall affect the Grantee's undergrounding obligation if the funds which are utilized for the reimbursement of other entities are restricted and preclude reimbursement to the Grantee.

8.3 **Construction Codes and Permits**. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 **System Construction**. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 **Work of Contractors or Subcontractors**. The Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by the Grantee. The Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Agreement and applicable law. It is the Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on the Grantee's behalf are familiar with the requirements of this Agreement and applicable laws governing the work performed by them.

8.6 **Restoration of Public Ways**. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Grantee shall not be responsible to replace landscaping in Streets.

8.7 **Tree Trimming**. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 **Relocation for the Grantor**. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers, including, but not limited to a change in street grade, water main, wastewater, storm water or other City public works project. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 **Relocation for a Third Party**. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

SECTION 9
Customer Service and Rates

9.1 Customer Service Standards and Consumer Protection. The Grantee shall comply with the customer service standards promulgated by the FCC, as may be amended from time to time. The Grantee shall furnish such information, as reasonably requested by the Grantor, to enable the Grantor to evaluate compliance with the customer service standards in effect at a given time. Upon request, the Grantee will provide Grantor with a copy (or information necessary to access the document electronically) of the form of Subscriber terms of service then in effect. The Grantor reserves all rights under Applicable Law to adopt additional customer service standards that purport to apply to the Grantee, and the Grantee reserves all rights to challenge any such customer service standard that it believes is inconsistent with its contractual rights under this Agreement or Applicable Law, and all rights pursuant to Applicable Law to pass through the costs of complying with any such customer service standard to Subscribers.

A. Phone Service. The Grantee shall maintain a toll-free telephone number and a telephone service operated such that complaints and requests for repairs or adjustments may be received at any time.

B. Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. The Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, or changes in programming services or Channel positions provided the change is within the control of the Grantee. Grantee shall endeavor to provide advance written notice to Grantor prior to changes in Channel positions that are not within its control, and in any event, shall provide such written notice to Grantor no later than thirty (30) days after such change in Channel positions have been made effective.

C. Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to the Grantee's rights under Section 15.1 of this Agreement.

9.2 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC or other Applicable Law.

SECTION 10
Franchise Fee

10.1 Amount of Fee. The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to three percent (3%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise Fees may but are not required to be passed through to Subscribers as a line item on Subscriber bills or otherwise as the Grantee chooses, consistent with Applicable Law. The Grantee shall not deduct from the Franchise Fee any items listed under Section 622(g)(2) of the Cable Act (47 U.S.C. 542(g)(2)). The Grantee reserves its right to offset from the Franchise Fee any payment made to the Grantor if permitted by Applicable Law and the Grantor reserves its right to challenge the legality of any such offset.

10.2 Payment of Fee. Payment of the Franchise Fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter, and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the Franchise Fees that are to be paid to the Grantor pursuant to this Agreement shall commence sixty (60) days after the Effective Date of this Agreement as set forth in Section 15.10. If any Franchise Fee payment or recomputed payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from the last day of the fiscal year in which such payment was due, at the annual rate equal to the lowest of (A) the maximum rate permitted under State Applicable Law, (B) eight percent (8%) or (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate of interest as reported by the Wall Street Journal on July 1st of the previous calendar year, plus three percent (3%), rounded to the nearest full percent). Upon receipt of a written request from the Grantor, the Grantee shall provide the Grantor a report showing the basis of any such Franchise Fee payment, including the applicable Gross Revenue.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a Franchise Fee under this Agreement.

10.4 Limitation on Recovery. The period of limitation for recovery of any Franchise Fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due; provided however that any review permitted under Section 10.5 may result in recovery even if the matter is not ultimately resolved for more than three (3) years from the date that the payment was due.

10.5 Review. All amounts paid by the Grantee to the Grantor under this Agreement and all records reasonably related to the administration or enforcement of this Agreement shall be subject to review and if justified, re-computation by the Grantor upon thirty (30) days written notice to Grantee. The Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, “relevant data” shall include, at a minimum, Grantee’s records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the review period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 10.5, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports and (3) sample customer bills used by Grantee to determine Gross Revenue for the Service Area that would allow the City to re-compute the Gross Revenue determination.

If such review indicates an aggregate, undisputed error in payment of Franchise Fees or Access Capital Fees of five percent (5%) or more, then the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars ($5,000); provided, however, that such review will be conducted no more frequently than once every three (3) years. If there is a dispute regarding a claimed underpayment, that if accurate, would result in an error in payment of Franchise Fees or Access Capital Fees of five percent (5%) or more, and if the dispute is ultimately resolved in favor of the Grantor, then at the time of such resolution, the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars ($5,000).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer or Change of Control. This Agreement shall not be assigned, sold, or transferred other than by operation of law or to an Affiliate of the Grantee, nor shall control of the Agreement or of the Grantee be assumed by another party who is not an Affiliate of the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Agreement or Cable System to secure indebtedness.

11.2 Notification and Application to Grantor. In accordance with federal law, the Grantee and the transferee shall make a written request of the Grantor for its consent to any actual or proposed (a) assignment, sale or transfer of this Agreement other than by operation of law or to an Affiliate of the Grantee, or (b) change of control of this Agreement or of the Grantee to another party who is not an Affiliate of the Grantee. Such request shall be accompanied by all information required by federal law. Within thirty (30) days of receiving such a request, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee or any other information permitted by federal law. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given, unless the Grantor and the Grantee have agreed to an extension of time.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required. The Grantee shall at all times maintain:

A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

C. All financial and accounting records necessary to demonstrate compliance with this Agreement, including, without limitation, all records necessary to conduct the Franchise Fee and financial review described in Section 10.5.

12.3 Inspection of Records. The Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any of the Grantee's records maintained by the Grantee as is reasonably necessary to ensure the Grantee's compliance with this Agreement. Such notice shall specifically reference the subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above or for pending financial audits/reviews under Section 10.5, which shall be kept until the audit/review is completed and all matters related thereto resolved. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551). The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Agreement, or for any other reason, it shall advise the Grantee in advance so that the Grantee may take appropriate steps to protect its interests. If the Grantee requests that the Grantor continue to oppose such release, then until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of the Grantee's books and records marked confidential, as set forth above, to any Person, and the Grantee shall reimburse the Grantor for all reasonable costs and attorneys' fees incurred in any legal proceedings related to same. If the Grantee does not request that the Grantor oppose such release, then the Grantor shall make an independent judgment with respect to such release, and the Grantee shall not be liable for any costs related to same.

SECTION 13
Access

13.1 Access Channels.

A. Upon a mutually agreed upon date, but not less than two hundred seventy days (270) of a written request, the Grantee shall provide one (1) Access Channel on the Cable System in

High Definition ("HD") for use by the Grantor for Access programming. Grantor shall be responsible for any equipment costs and related costs associated with the transport of the video signal from the origination site to Grantor's headend/hub for distribution on the Access Channel.

B. The Grantor has the ability to produce and is producing its Access programming in HD. Grantor commits to produce at a minimum, the same amount of Access programming in HD for such Access Channel, as it produced for its Access Channel in 2022. All equipment necessary to produce and transmit any Access Channel programming in HD to Subscribers shall be at the Grantor's cost.

C. The Grantee shall work cooperatively with the Grantor to ensure the necessary Access transport equipment complies with Grantee's Cable System requirements. The Grantor shall be responsible for the costs to transport the signal and the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required for the Grantee to receive and distribute the Grantor's HD Access Channel signal, including any resulting upgrades to any return line. However, the Grantor may use any unused, remaining portion of the Access Capital Grant under Section 13.5 to offset any related capital costs.

D. Grantee shall place the HD Access Channel on the Basic Cable Service tier.

E. Except as specifically otherwise provided in this Agreement, all equipment necessary to produce any Access Channel programming shall be at the Grantor's or a Designated Access Provider's cost.

13.2 Relocation of the Access Channel. The Grantee shall provide the Grantor and all Subscribers with as much prior written notice of any relocation of an Access Channel as reasonably possible, but in no event less than ninety (90) days. The Grantee shall notify its Subscribers of the relocation of the Access Channel in any manner it so chooses. The Grantee shall also provide the Grantor, upon written request from Grantor, with a payment of three thousand dollars ($3,000) to assist the Grantor in its outreach efforts to educate consumers of the relocation of the Access Channel. Grantee shall remit payment within fifteen (15) days of receipt of the request from Grantor.

13.3 Return Lines.

A. The Grantee has previously installed a Cable System return line from the location listed below to the Cable System headend:

Elks' Civic Building, 107 South Cascade Avenue

B. In the event that the Grantor determines during the term of this Agreement that the return line listed under subsection 13.3A needs to be relocated, or that an additional return line is required from a location other than listed under subsection 13.3A (each, a "New Return Line"), the Grantor may elect to have the Grantee construct and maintain such New Return Line at Grantor's expense between the relocated or new Access location and the Cable

System headend. If such New Return Line is to be provided by the Grantee, the Grantee shall select the materials and technology to be used for the New Return Line, provided that the New Return Line shall be able to send video programming signals from the Access location to the Cable System headend in the same format in which such signals are uploaded to the New Return Line and that such New Return Line is in compliance with all applicable FCC regulations. The Grantee shall complete any New Return Line requested pursuant to this subsection within one year of receiving a written request for same from the Grantor or as otherwise agreed upon by the Grantee and the Grantor. All commercially reasonable costs associated with the construction and maintenance of and transport of PEG programming over any New Return Line, including applicable equipment, shall be the responsibility of the Grantor. However, the Grantor may use any unused, remaining portion of the Access Capital Grant under Section 13.5 to offset any related capital costs.

13.4 Technical Quality. The Grantee shall maintain the Access Channel and return lines, including any New Return Line, in compliance with FCC regulations regarding signal quality. With respect to signal quality, the Grantee shall not be required to carry the Access Channel in a higher quality format than that delivered to the Grantee, but the Grantee shall distribute the Access Channel in accordance with FCC technical standards.

13.5 Access Capital Grant.

A. The Grantor may require the Grantee to provide a capital grant to be used by the Grantor to purchase Access related equipment and/or as in-kind capital funds to offset the capital costs of Access operations, with the aggregate cost of such capital not being greater than fifteen thousand dollars ($15,000) (the "Access Capital Grant"). The Grantee shall provide any portion of the Access Capital Grant to be used for purchasing Access related equipment to the Grantor within ninety (90) days of the Grantee's receipt of the request from the Grantor. The Grantor shall promptly provide the Grantee with receipts supporting its use of the Access Capital Grant to purchase any Access related equipment within forty-five (45) days of such purchase or to demonstrate other uses of the Access Capital Grant as permitted by this Agreement and Applicable Law. All requests by Grantor for payment of the Access Capital Grant made in accordance with this section must be made to Grantee within the first five (5) years of the Effective Date of this Agreement.

B. The Grantor shall be responsible for purchasing, installing, operating, maintaining and replacing all capital equipment purchased with the Access Capital Grant; provided, however, that the Grantee shall construct and own any equipment associated with the Return Line, and maintain the Return Line in accordance with Section 13.4.

C. The Grantor understands that pursuant to federal law, the Grantee may, but is not required to, collect the Access Capital Grant from Subscribers as a separate line item on Subscriber bills, in addition to the price for Cable Service.

13.6 Access Channel Restrictions. To the extent permitted by Applicable Law, and without waiving any protections of the Colorado Governmental Immunity Act or any other provisions of Applicable Law, the Grantor is responsible to the Grantee for any damages caused by Grantor of a designated access provider resulting from the Grantor's use of the aforementioned Access Channels whether Grantor operates the Access Channels from Grantor's facilities or a third party's facilities. Grantee shall not be responsible for operating and managing the Access Channels including approving any PEG programming. Grantor reserves the right to permit a third party to operate and manage the PEG Channel on the Grantor's behalf or for obtaining releases from programmers for any PEG programming. The Access Channels shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using Access Channels of these non-commercial use requirements, but shall not be responsible for any individual's exercise of free speech.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of this Agreement, the Grantor shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (A) respond to the Grantor, contesting the assertion of noncompliance, (B) to cure such default, or (C) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. If (i) the Grantee fails to respond to the Violation Notice received from the Grantor, (ii) the Grantee responds to the Grantor, contesting the assertion of the noncompliance, but the Grantor disagrees with the Grantee's response, or (iii) if the default is not remedied within the thirty (30) day cure period set forth above, the Grantor may pursue any remedies available to it under Applicable Law; provided, that the Grantor shall not conduct an administrative proceeding or hearing. The Grantee reserves all legal and equitable rights under Applicable Law to challenge or appeal any action by the Grantor with respect to an alleged violation of this Agreement.

14.3 Alternative Remedies. No provision of this Agreement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of this Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 **Minor Violations**. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of this Agreement for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 **Action of Parties**. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 **Equal Protection**. No Cable Operator shall be permitted to locate a Cable System in the Streets in order to provide Cable Service in the Service Area without a Franchise. The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional Franchises or other similar lawful authorization to utilize the Streets to provide Cable Services within the Service Area. If the Grantor grants such an additional Franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the Grantor agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the Franchise Fee; Gross Revenue definition; insurance; Cable System build-out requirements; security instruments; the Access Channel and the Access Capital Grant; customer service standards; required reports and related record keeping; level playing field (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require word for word identical Franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

A. The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the Grantor regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Agreement amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

B. Upon receipt of the Grantee's written notice as provided in subsection 15.4A, the Grantor and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the Grantor shall amend this Agreement to include the modifications.

C. If the parties fail to reach agreement in the negotiations as provided for in subsection 15.4B, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide Cable Service that the Grantor grants to another provider of Cable Services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the Grantor shall immediately commence proceedings to replace this Agreement with the Franchise issued to the other Cable Services provider.

D. Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under Applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).

E. Should the Grantee seek an amendment to this Agreement or a replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to subsections 15.4A through D, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes Cable Services available for purchase by Subscribers or customers under its agreement with the Grantor.

15.5 Notices. Unless otherwise provided by Applicable Law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the Persons at the respective addresses set forth below by hand delivery, by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express. The Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means, including e-mail. Either party may notify the other from time to time of the email address at which that party wishes to receive notices electronically.

If to Grantor: City of Montrose, Colorado
Attn: City Manager
P.O. Box 790
Montrose, CO 81402-0790

with a copy to: City of Montrose, Colorado
Attn: City Attorney
P.O. Box 790
Montrose, CO 81402-0790

If to Grantee: Spectrum Pacific West, LLC
Attn: Government Affairs

6399 S. Fiddler's Green Circle, Sixth Floor
Greenwood Village, CO 80111

With a copy to: Charter Communications
Attn: Vice President of Government Affairs
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

15.6 Public Notice. Minimum public notice of (A) any public hearings relating to this Agreement or (B) any grant of a Franchise by the Grantor to any other Person(s) to provide Cable Services utilizing any system or technology requiring use of the Streets, shall be as provided by Applicable Law unless a longer period is otherwise specifically set forth in this Agreement. Grantor shall utilize best efforts to provide written notice to the Grantee within thirty (30) days of Grantor's receipt from any other Person(s) of an application or request for a Franchise(s) to provide Cable Services utilizing any system or technology requiring use of the Streets. Notwithstanding the foregoing, it shall not be a violation of the Grantor's obligations under this Franchise if a failure to provide such notice is unintentional.

15.7 Reservation of Rights. Each party reserves its rights to enforce provisions of Applicable Law to the rights, duties and obligations of this Franchise, as they may change in the future. Further, each party reserves its rights to challenge the applicability to any future changes in the law to the rights, duties and obligations of this Franchise.

15.8 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

15.9 Entire Agreement. This Agreement and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.10 Administration of Franchise. This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Grantor and the Grantee.

15.11 Effective Date. This Agreement will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the "Effective Date").

15.12 Publication Costs. This Agreement shall be published in accordance with Applicable Law. The Grantee shall reimburse the Grantor for all costs incurred in publishing this Agreement and any notices or ordinances in connection with its adoption if such publication is required by Applicable Law.

15.13 <u>Venue and Jurisdiction</u>. The parties agree that any action arising out of this Agreement will be brought in the district court of Montrose County or federal courts located in the State of Colorado, irrevocably submit to the exclusive jurisdiction of any such court and, except for removal to federal court, waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

Considered and approved this ___ day of ________________, 2023.

GRANTOR:

City of Montrose, Colorado

Signature: ______________________________
Print Name: ______________________________
Title: ______________________________

Accepted this ___ day of ________________ 2023.

GRANTEE:

Spectrum Pacific West, LLC By
Charter Communications, Inc., Its
Manager

Signature: ________________________________

Name/Title: _______________________________

EXHIBIT A
Complementary Service Locations

City Hall (Main Lobby) - 400 E Main Street
City Hall (IT Meeting Room) - 400 E Main Street
Public Safety Complex - 434 S First Street
Elks Civic Building - 107 S Cascade Avenue
Montrose Pavilion - 800 Pavilion Drive

EASEMENT AUTHORIZATION

TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Director
DATE: July 17, 2023
RE: **Clearnetworx Deed of Easement Authorization**
CC: William Bell, Ann Morgenthaler, Shani Wittenberg

Action
Consider granting Clearnetworx a utility easement along the southernmost property line of the Black Canyon Golf Course for a fiber mainline to supply Woods Crossing Subdivision.

Background
Clearnetworx is seeking to supply the Woods Crossing subdivision with fiber. Currently, Clearnetworx has a conduit transmission box located just inside the Golf Course property next the roundabout. The proposed 15' easement as seen in exhibit A would allow for fiber to be bored in from the transmission box to the next available utility pole, Approx. 150' away. The easement is outside the bounds of play on hole 2 and would not affect golf course operations.

Deeply Digital, LLC will be the installation contractor working for Clear Networx. Deeply Digital has worked with city staff to accommodate business hours and strategies for minimizing impact to the surrounding area. Work will be performed under the purview of an Excavation Permit issued and approved by the Public Works Streets Division.

Recommendation
City Staff recommends granting Clearnetworx this deed of easement.

____
RECORDING INFORMATION

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this _____ day of _________________, 2023, by and between the **CITY OF MONTROSE, COLORADO**, a Colorado home rule municipal corporation, whose mailing address is P.O. Box 790, Montrose, Colorado 81402-0790, herein referred to as "Grantor", and **CLEAR NETWORX, LLC**, a Colorado limited liability company, whose address is 301 N. Cascade Avenue, Montrose, Colorado 81401, herein referred to as “Grantee”.

WITNESSETH

Said Grantor for and in consideration of the sum of ten Dollars ($10.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell, confirm and convey unto the Grantee, its successors and assigns, forever, a perpetual easement in, over, across, through and under the following described property situate in the County of Montrose, State of Colorado, to-wit:

*See **EXHIBIT ‘A’**, attached hereto and by this reference incorporated herein*

Said easement includes the right of entry, ingress and egress to and from said tract of land for the purpose of access and laying, constructing, maintaining, operating, repairing, altering, upgrading, replacing and removing fiber optic lines and related infrastructure, together with a perpetual right of ingress and egress for installation, maintenance and replacement of such lines and related infrastructure.

The Grantor covenants that it is the owner of the above-described property and hereby warrants and agrees to defend the title to the above-described premises. Grantor shall have the use of such easement except for any use which conflicts with purposes for which this easement is granted.

The Grantor shall not be liable for costs of repair for improvements, which were installed on said easement. Grantee covenants that no improvements shall be installed on Grantor’s property outside of those areas specifically described herein; further, Grantee agrees that its improvements shall in no way interfere with the Grantor’s use of the property for park, open space, golf course, and other public purposes, and shall be specifically planned and designed to avoid such interference.

This Deed of Easement and all provisions hereof shall be applicable to and binding upon the parties and their respective heirs, devisees, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

CITY OF MONTROSE, GRANTOR

____
Printed Name: Barbara Bynum
Title: Mayor

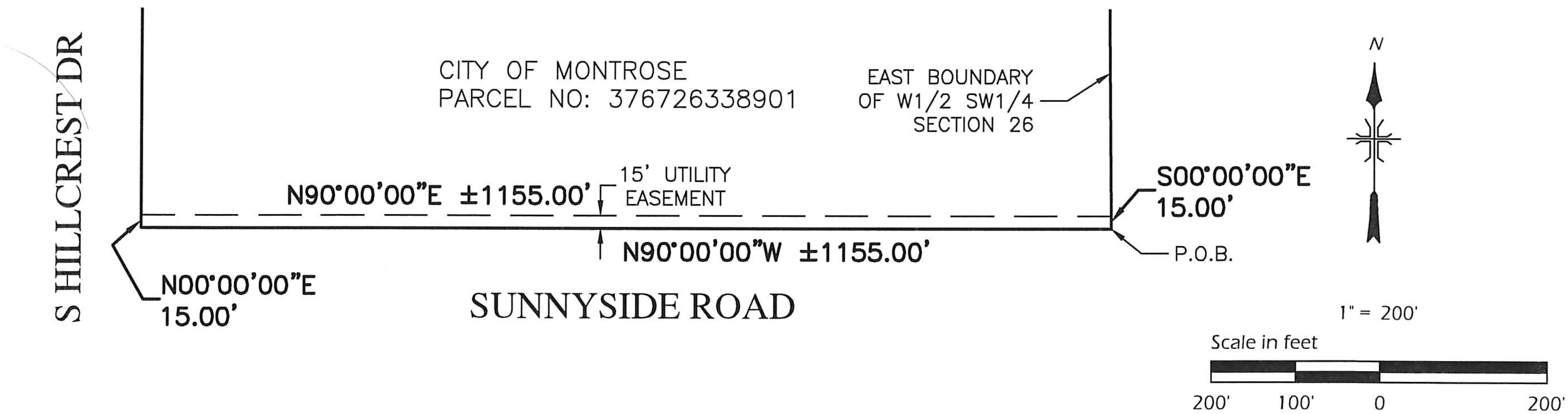
STATE OF COLORADO)
) SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this ___ day of ____________________, 2023, by Barbara Bynum, the Mayor of the City of Montrose, Colorado.

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

____
Notary

(SEAL)



EASEMENT DESCRIPTION:

A 15 foot wide utility easement situated in Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at the point of intersection of the East boundary of the W1/2 SW1/4 of said Section 26 and the North Right of Way of Sunnyside Road;

Thence along said North Right of Way N90°00'00"W 1155.00 feet more or less to the East Right of Way of South Hillcrest Drive;

Thence along said East Right of Way N00°00'00"E 15.00 feet;

Thence leaving said East Right of Way 15 feet North and parallel of the North Right of way of Sunnyside Road N90°00'00"E 1155.00 feet more or less to said East boundary of the W1/2 SW1/4;

Thence along said East boundary S00°00'00"E 15.00 feet to the Point of Beginning.

Containing 0.40 Acres more or less as described.

County of Montrose, State of Colorado.

COLORADO LICENSED
FREDERICK ADAM BALLARD
37690
PROFESSIONAL LAND SURVEYOR
Fred Ballard
29 June 2023

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING ▼ SURVEYING 125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 www.del-mont.com ▼ service@del-mont.com		UTILITY EASEMENT EXHIBIT A	D.M. JOB NO.: 17026
DESIGNED BY: DCC	SCALE: AS NOTED		DATE ISSUED: 2023-06-27
CHECKED BY: FAB	FILE NAME: 17026V_EXHIBIT	CITY OF MONTROSE / DEEPLY DIGITAL	SHEET: 1 of 1

DEEPLY DIGITAL
PROVIDING SOLUTIONS, NOT JUST TECHNOLOGY

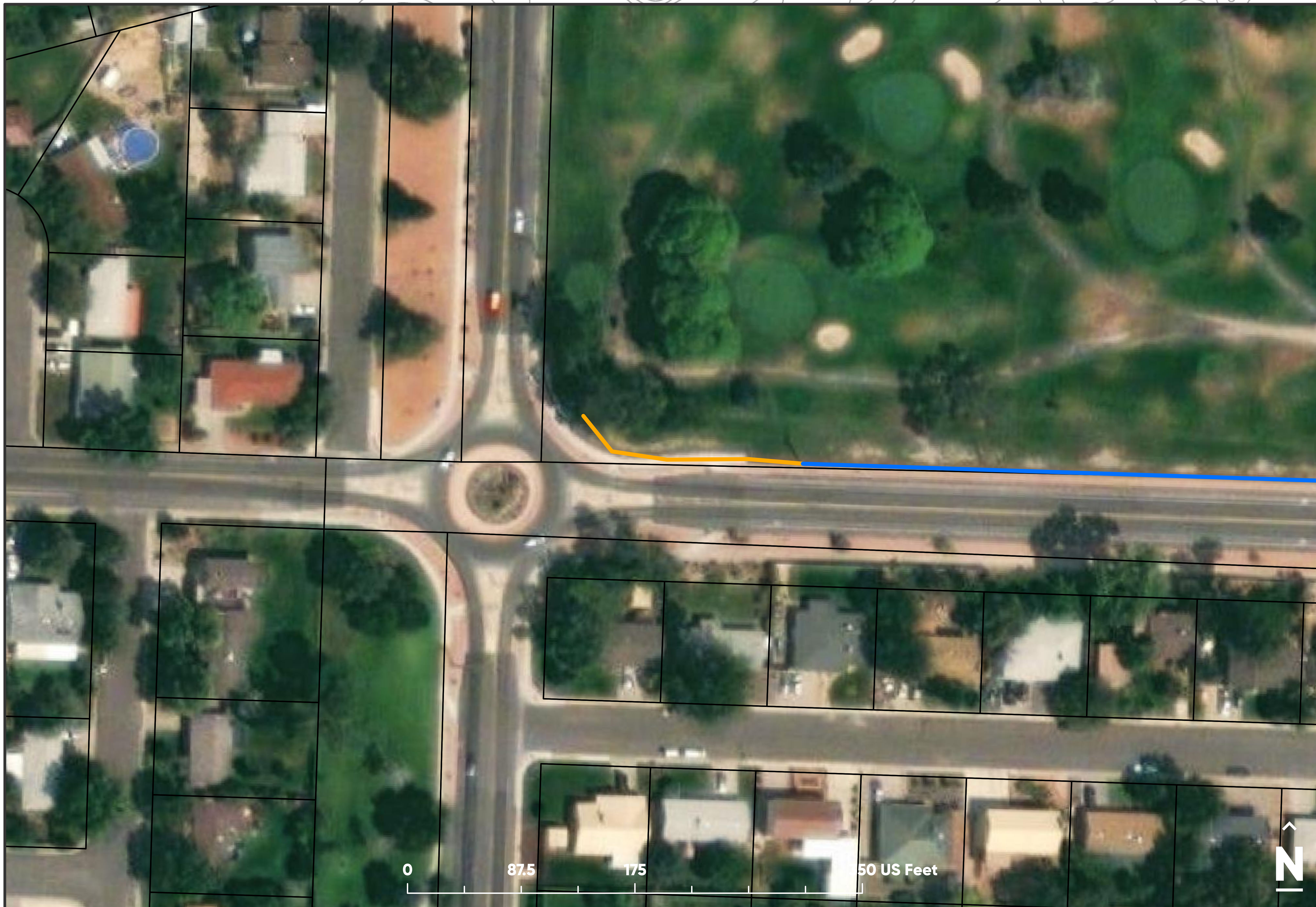
Sunnyside Road Fiber Feed Underground Section Detail

Page Number: 1

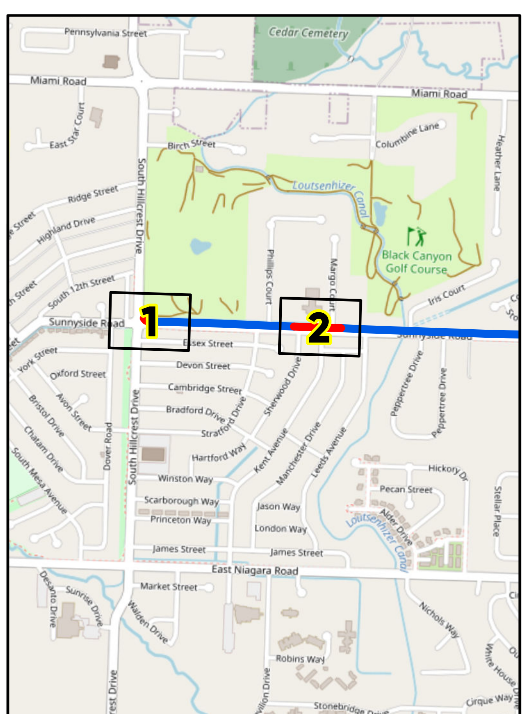
LEGEND

Proposed Fiber Path Type, Construction Type

- **Aerial Mainline**
- **UG Mainline, Bore**
- **UG Mainline, Trench**
- **Large Handhole**
- **Parcel**



INDEX MAP



ORDINANCE NO. 2636

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AUTHORIZING THE CONVEYANCE OF AN INTEREST IN CITY-OWNED REAL ESTATE PURSUANT TO § 1-9-2 OF THE OFFICIAL CODE OF THE CITY OF MONTROSE

WHEREAS, Clear Networx, LLC, is a provider of fiberoptic broadband internet and data services in the community; and

WHEREAS, the City of Montrose owns the Black Canyon Golf Course, a location where Clear Networx, LLC, would like to run fiberoptic lines to enable it to serve new geographical area(s) of Montrose; and

WHEREAS, the City of Montrose wishes to convey a utility easement, as described in **Exhibit A** attached hereto, to Clear Networx, LLC; and

WHEREAS, the City Council finds and determines that the conveyance of this easement will not interfere with any current or reasonably foreseeable use of City-owned real property, and will be in the interest of the public health, safety, and welfare.

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

SECTION 1: Disposal of Property

A utility easement for fiberoptic lines, more particularly described in **Exhibit A**, attached hereto and incorporated herein, is hereby authorized by the City of Montrose and shall be conveyed to Clear Networx, LLC.

SECTION 2: City Council Findings

The City Council hereby finds, determines, and declares that this Ordinance is necessary and proper to serve the best interest of the citizens of Montrose, and promote their health, safety and welfare.

SECTION 3: Power to Adopt

The City Council hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter, and pursuant to § 1-9-2 of the Official Municipal Code of the City of Montrose.

<u>SECTION 4</u>: **Effective as Provided by the City of Montrose Charter**

This Ordinance shall be published and shall become effective as provided by the City Charter of the City of Montrose.

<u>SECTION 5</u>: **Authorization to Execute**

The City Council hereby authorizes the Mayor and City Staff to execute all documents required to consummate said conveyance.

INTRODUCED, READ and PASSED on first reading this 1st day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the 1st day of August, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building, in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 15th day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2630

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 1 CHAPTER 2, GENERAL PROVISIONS AND TITLE 1 CHAPTER 14, MUNICIPAL COURT, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: REPEALING AND REPLACING TITLE 1 CHAPTER 2 SECTION 3 (1-2-3) REGARDING GENERAL PENALTY; REPEALING AND REPLACING TITLE 1 CHAPTER 14 SECTION 4 (1-14-4), REGARDING SENTENCING; AND REPEALING AND REPLACING OTHER CODE PROVISIONS TO STANDARDIZE CROSS-REFERENCES IN THE OFFICIAL CODE OF THE CITY OF MONTROSE REGARDING SENTENCING

WHEREAS, the City of Montrose updates the Municipal Code from time to time; and

WHEREAS, the City Council of the City of Montrose has determined that the changes to the Municipal Code will further the health, safety, and welfare of the people of the City of Montrose.

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

SECTION 1:

Title 1, Chapter 2 Section 3. (1-2-3.(A), (B)) (General penalty.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-2-3. - General penalty.

(A) It shall be unlawful to violate any provision of the City Charter, Official Code of the City of Montrose, Colorado (City Code) or City Ordinances. Any person convicted of a violation of any provision of any City ordinance, the Official Code of the City of Montrose, Colorado, any code adopted by reference, thereby, or of the Charter of the City of Montrose, Colorado, may be punished by a fine in an amount not to exceed $2,650.00 or by imprisonment in jail for a period of not more than three hundred sixty-four days (364), or by both such fine and imprisonment, unless a lower maximum sentence is specified. Any person under the age of 18 years at the time offense may be punished by a fine not to exceed $300.00 or by imprisonment in detention for a period of not more than forty-eight (48) hours, or by both such fine and imprisonment, unless a lower maximum sentence is specified. The Municipal Court may in its discretion employ alternative sentencing as described in Title 1, Chapter 14, Section 4 of the Official Code of the City of Montrose, Colorado.

(B) A juvenile may be detained in a jail, lockup, or other place used for the confinement of adult offenders only for processing for no longer than six (6) hours and during such time must be placed in a setting that is physically segregated by sight and sound from the adult offenders, and in no case may the juvenile be detained in such place overnight. After six (6) hours, the juvenile may be further detained only in a juvenile detention facility operated by or under contract with the department of human services.

SECTION 2:

Title 1, Chapter 14 Section 4. (1-14-4.(B), (D), (E), (G)) (Sentencing.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-14-4. - Sentencing.

(B) It shall be unlawful to violate any provision of the City Charter, Official Code of the City of Montrose, Colorado (City Code) or City Ordinances. Any person convicted of a violation of any provision of any City ordinance, the Official Code of the City of Montrose, Colorado, any code adopted by reference, thereby, or of the Charter of the City of Montrose, Colorado, may be punished by a fine in an amount not to exceed $2,650.00 or by imprisonment in jail for a period of not more than three hundred sixty-four (364) days, or by both such fine and imprisonment, unless a lower maximum sentence is specified. Any person under the age of 18 years at the time of the offense may be punished by a fine not to exceed $300.00 or by imprisonment in detention for a period of not more than forty-eight (48) hours, or by both such fine and imprisonment, unless a lower maximum sentence is specified.

(D) Plea discussions and plea agreements may be entered into by the prosecution and approved by the Municipal Judge in accordance with the provisions of part 3, article 7 of title 16, Colorado Revised Statutes 2023, as amended, including deferred prosecution and deferred sentencing as provided in part 1, article 1.3 of title 18, Colorado Revised Statutes 2023, as amended. The Municipal Court shall allow defendants the right of allocution prior to imposition of sentence.

(E) The Municipal Court has the discretion to impose a sentence of probation, supervised or unsupervised, as well as a suspended sentence with conditions that the court may determine in the interests of justice, after argument from and with input from the parties of record to the litigation. The conditions of probation shall be such as the court in its discretion deems reasonably necessary to ensure that the defendant will lead a law-abiding life and to assist the defendant in doing so. The court shall provide as explicit conditions of every sentence to probation that the defendant not commit another offense during the period for which the sentence remains subject to revocation, that the defendant make restitution, and that the defendant comply with any court orders regarding substance abuse testing and treatment. For victim-involved offenses, the court shall provide as an explicit condition of every sentence to probation that the defendant not harass, molest, intimidate, retaliate against, or tamper with the victim of or any prosecution witnesses to the crime, unless the court makes written findings that such condition is not necessary. Such findings may be included within the court's sentencing order.

(G) Restitution shall not exceed the maximum amount of jurisdiction of the court, which shall be concurrent in amount to the maximum fine amount allowed to be imposed under (B) of this section.

SECTION 3:

Title 5, Chapter 2 Section 4. (5-2-4.(F)) (Enforcement.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-2-4. - Enforcement.

(F) Any person convicted of violation of any provisions of this Chapter may be sentenced in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 4:

Title 5, Chapter 7 Section 22. (5-7-22) (Violations and penalties.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-7-22. - Violations and penalties.

In addition to the revocation, suspension or denial of a permit or identification badge issued under this Chapter, any applicant, permittee or solicitor who violates any of the provisions of this Chapter, and any person who violates Section 5-7-3, 5-7-4, 5-7-9, or 5-7-11, may be sentenced in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 5:

Title 8, Chapter 4 Section 1. (8-4-1.(F))(Retail sales of marijuana.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

8-4-1. - Retail sales of marijuana.

(F) *Penalty.* A violation of the provisions of this Chapter shall be punishable in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 6:

Title 8, Chapter 4 Section 1. (8-4-1.(F)(1))(Retail sales of marijuana.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and reserved, as follows:

(1) Reserved;

SECTION 7:

Title 9, Chapter 7 Section 21. (9-7-21.(A))(Administration and enforcement.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

9-7-21. - Administration and enforcement.

(A) It shall be unlawful to violate any of the provisions of this Chapter, or of a permit issued hereunder. Any person convicted of such a violation may be punished in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado. Each day a violation continues shall be considered a separate violation.

SECTION 8:

Except as specifically amended hereby, the Official Municipal Code of the City of Montrose, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

SECTION 9:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof.

SECTION 10:

The City Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter.

SECTION 11:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 12:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 13:

This Ordinance shall become effective as set forth in the City of Montrose Charter.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 18th day of July, 2023, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum
Barbara Bynum, Mayor

ATTEST:
Lisa DelPiccolo
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
CITY SEAL
COLORADO

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 1, 2023
RE: Dry Cedar Creek II Addition Annexation
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.

Application Background:
The Dry Cedar Creek II Addition is a proposed annexation approximately 5.06 acres in size. The parcel is located along Ogden Road, southeast of its intersection with Kellie Drive. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and City of Montrose Water Service Area. Annexation of this property will allow for connection to City utilities. An Annexation Agreement is required.

Proposed Zoning: "R-3A" Medium High Density District

Applicant: RealAmerica, LLC

Proposed schedule:

May 15:	Council Work Session Overview
June 6:	Council Resolution to set a hearing date
June 28:	Planning Commission zoning hearing

July 18: City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
August 1: 2nd reading of annexation and zoning ordinances

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, 11-7-12(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 11-7-5(A)(6): The "R-3A" Medium High Density District is intended to provide an area which is suitable for single-family homes, duplexes and multifamily residences with intermediate overall density. This district provides for other uses which are compatible with such residential uses
   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-2" Low Density District,"R-3A" Medium High Density District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Dry Cedar Creek II Addition as Residential Mixed Density Low. The Residential Mixed Density Low District provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City.
   a. Goal LU (Land Use) 5: Infill & Redevelopment: Promote higher density infill and redevelopment of underutilized sites and support development in areas that can be easily accessed by foot, bike, and/or public transit.
   b. Goal HN (Housing & Neighborhoods)-1: Housing Variety. Encourage a variety of housing types, tenure, and density to meet the needs of the community.

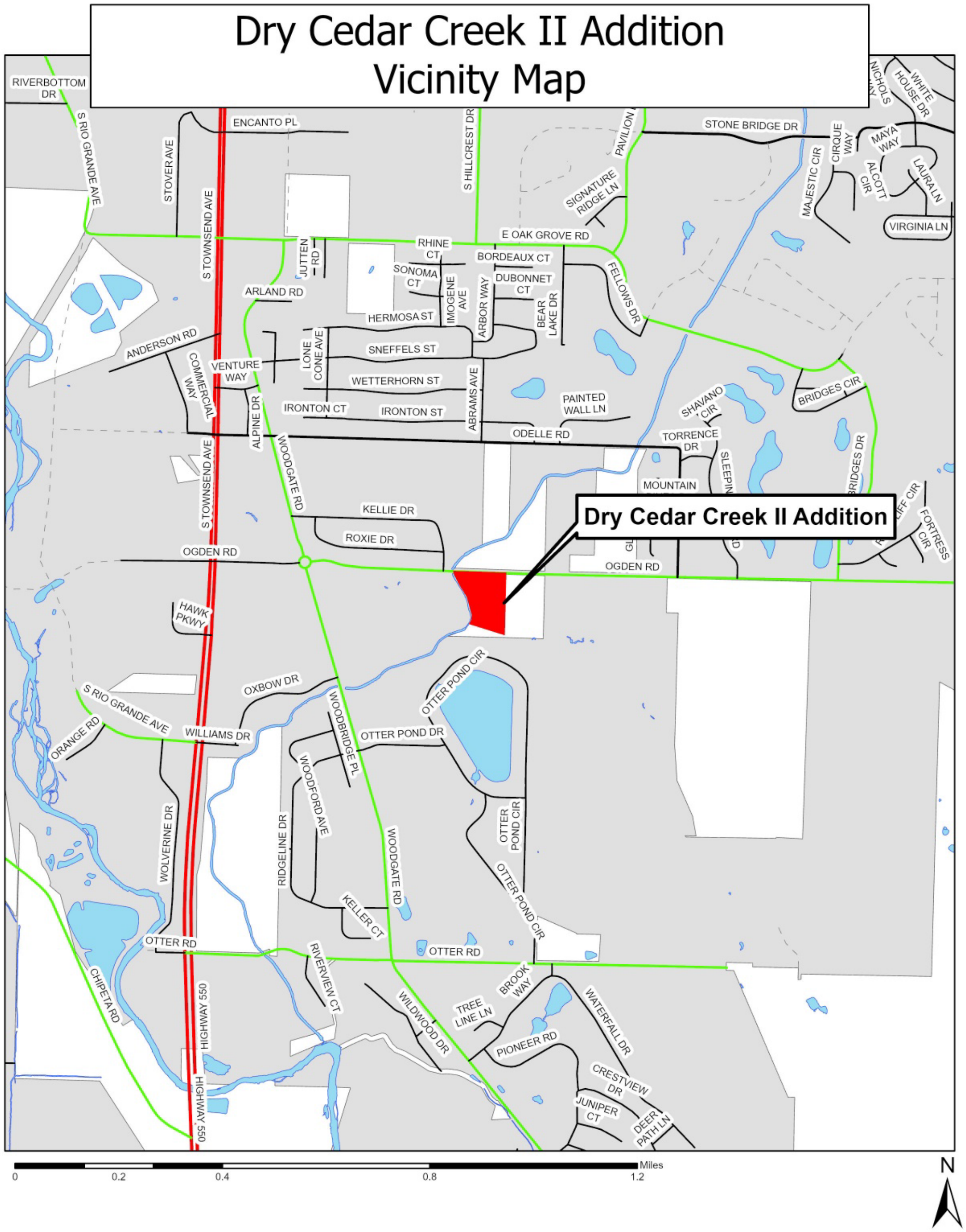
i. Objective 1.1 Promote a mix of residential housing types including single-family homes on a variety of lot sizes, multi-family housing, townhomes, apartments, senior housing, and transitional housing.
ii. Objective 1.2 Encourage a variety of housing densities (low, medium, high) throughout the community, including mixed-density neighborhoods.

c. Goal HN-2: Affordable Housing. Increase access to affordable housing.
    i. Objective 2.1 Encourage a mix of housing price ranges, thereby providing choices for residents of all incomes and ages.

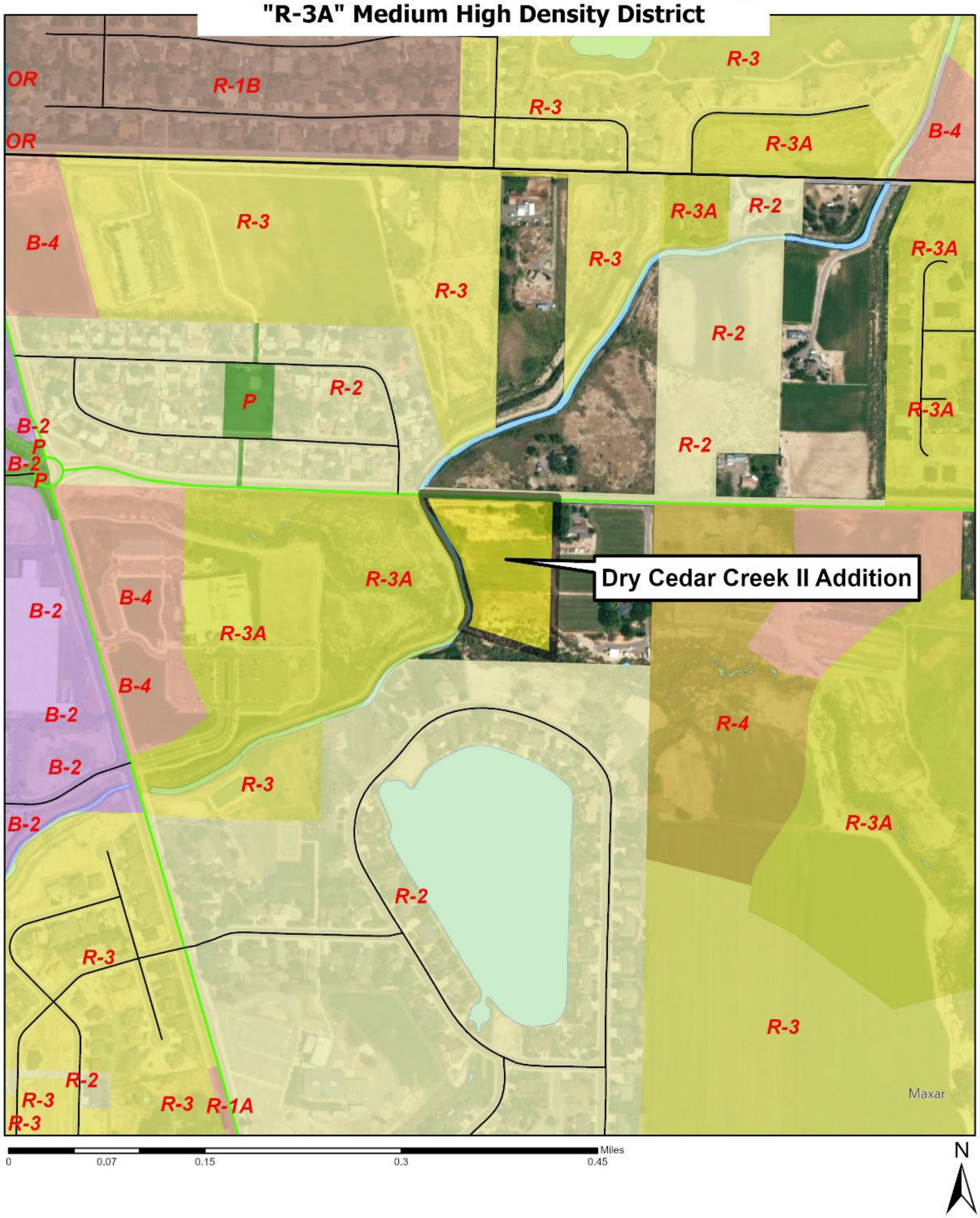
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
6. The “R-3A” zoning does not appear to be adverse to the public health, safety and welfare.
7. Planning Commission made a unanimous recommendation to approve the “R-3A” zoning desgination.

Staff Recommendation:
Staff recommends approval of the annexation and “R-3A” Medium High Density District designation.

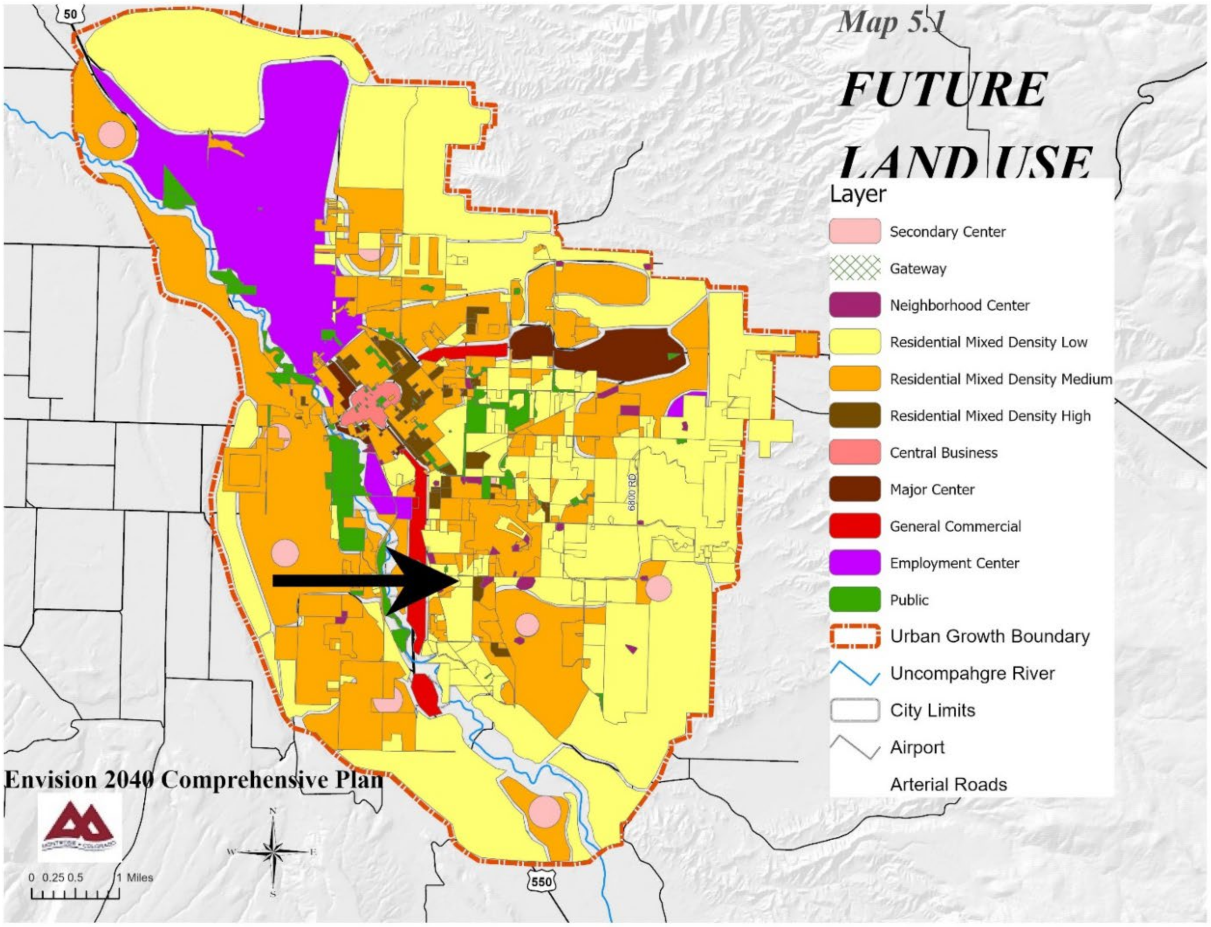
EXHIBIT A: Maps



Proposed Dry Cedar Creek II Addition Zoning
"R-3A" Medium High Density District



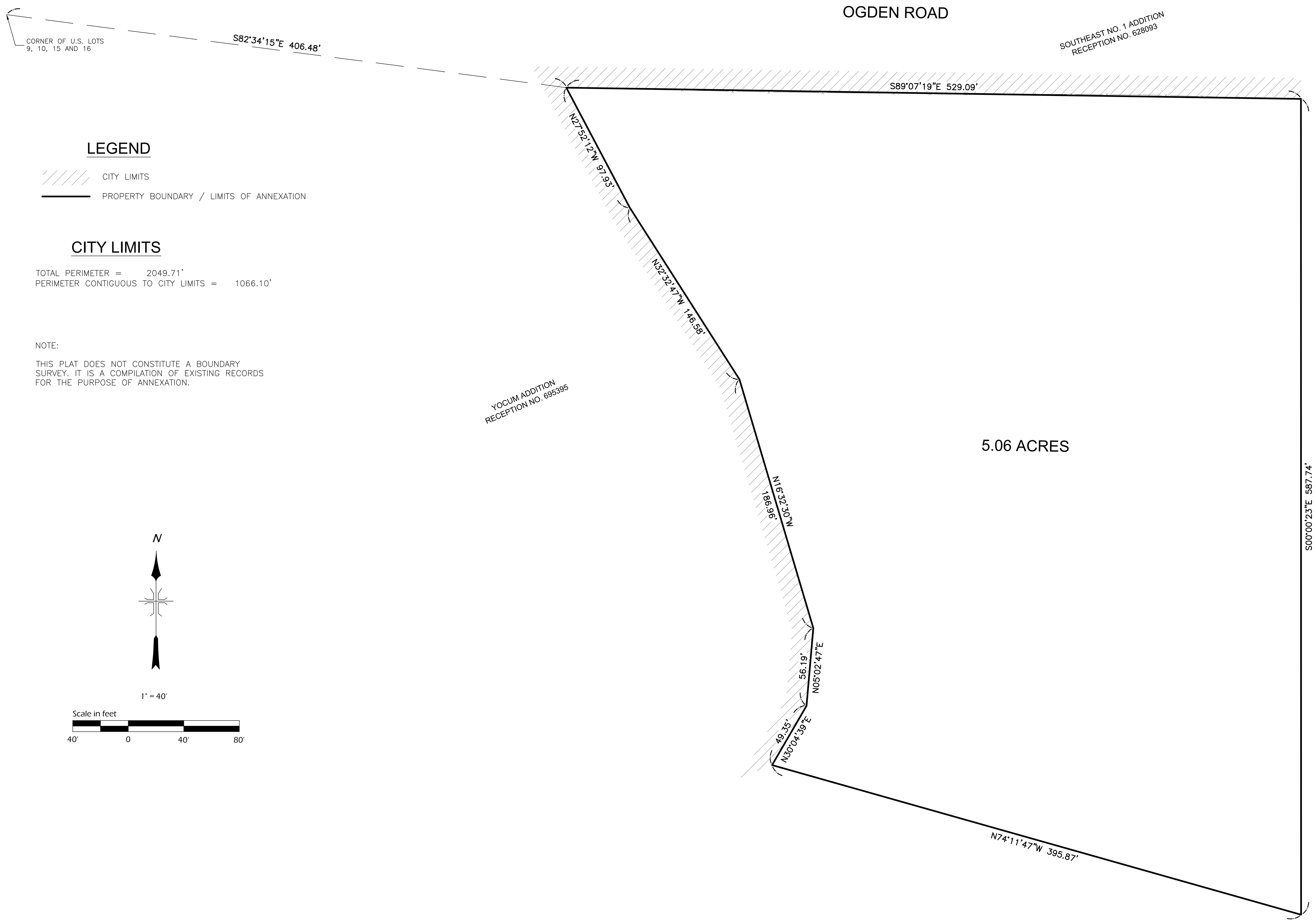
Comprehensive Plan Future Land Use Map



DRY CEDAR CREEK II ADDITION

SITUATED IN SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN

CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



LEGEND

CITY LIMITS

PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 2049.71'
PERIMETER CONTIGUOUS TO CITY LIMITS = 1066.10'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.

VICINITY MAP
N.T.S.

ANNEXATION DESCRIPTION

A TRACT OF LAND SITUATED IN THE N1/2 OF LOT 16, SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST ADDITION 1 RECEPTION NO. 628093, SAID POINT BEING S82°34'15"E 406.48 FEET FROM THE CORNER OF U.S. LOTS 9, 10, 15 AND 16, AS MONUMENTED BY A WITNESS CORNER (BK. 1, PG. 606), THENCE ALONG SAID SOUTH LINE S89°07'19"E 529.09 FEET; THENCE SOUTH 00°00'23" EAST FOR 587.74 FEET; THENCE NORTH 74°11'47" WEST FOR 395.87 FEET TO THE CENTERLINE OF THE 100' EASEMENT FOR SAID CANAL, AND THENCE ALONG THE CENTERLINE OF SAID EASEMENT FOR THE FOLLOWING CALLS: NORTH 30°04'39" EAST FOR 49.35 FEET; NORTH 05°02'47" EAST FOR 56.19 FEET; NORTH 16°32'30" WEST FOR 186.96 FEET; NORTH 32°32'47" WEST FOR 146.58 FEET; NORTH 27°52'12" WEST FOR 97.93 FEET TO THE POINT OF BEGINNING,
COUNTY OF MONTROSE, STATE OF COLORADO.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify DRY CEDAR CREEK II ADDITION Annexation Map was prepared under my direct supervision.

____
Frederick A. Ballard, P.L.S.
Registration No. 37690

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 the _____________ day of __________________ 20_____, annexed the property hereon to the City of Montrose.

____
Mayor

Attest:______________________________
City Clerk

CLERK AND RECORDER'S CERTIFICATE

This map was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of_______ _____, on the__________ day of ______________________, 20_____ under Reception No. _________________________.

____
Clerk and Recorder
Montrose County, Colorado

____
Deputy

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.

DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING
125 Colorado Ave.▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

FIELD BOOK:	DRAWN BY: DCC	DATE: 2023-01-26	TITLE: DRY CEDAR CREEK II ADDITION
SHEET: 1 of 1	FILE: 23010V_ANNEX	JOB NO.: 23010	CLIENT: MICHAEL SURAK
			ADDRESS & PHONE:
			TYPE: ANNEXATION

CHAPTER 11-7. ZONING REGULATIONS

Sec. 11-7-1. General provisions.

(A) This Chapter, as amended from time to time, and the March 2016 Revised Zoning Map of the City, as amended from time to time, may be cited as the City's Zoning Regulations or Zoning Ordinance.

(B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare of the present and future inhabitants of Montrose, as described at Section 11-1-4 of this Title.

(C) The City hereby declares that the regulation and development of land, including regulation by these Zoning Regulations, is exclusively a matter of local and municipal concern, and any provisions of any Statute or regulation of the state in conflict with the provisions of these Zoning Regulations, or any limitation imposed by any Statute or regulation of the state otherwise applicable are hereby superseded; provided, however, the City shall retain all powers authorized by state law with respect to land development regulations and zoning even though not specified within this Chapter, and such powers may be exercised in any lawful manner free from any limitations imposed by State Statute or regulation.

(D) No business or use involving the sale or distribution of products or services, or the pursuit of activities, whether for profit or not for profit, which is in contravention of any federal, state or local law or regulation, shall be considered a use by right, a conditional use, or a lawful nonconforming use under this Chapter, in any zoning district within the City limits.

Sec. 11-7-2. Official Zoning Map.

(A) The March, 2016 Revised Zoning Map of the City, as such may be amended from time to time, may be known or cited as the Official Zoning Map of the City.

(B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the City Clerk's office available for public inspection. The City Manager may cause technical corrections to the Official Zoning Map to be made without any requirement that they first be approved by ordinance, provided such corrections simply implement the terms of previously-approved rezoning ordinances and are consistent with the zone district boundary rules of interpretation in Section 11-7-3.

Sec. 11-7-3. Zone district boundaries.

The regulations for the various residential, mixed use, commercial and industrial districts provided for in this Chapter shall apply within the boundaries of each such district as indicated on the Official Zoning Map. In establishing the boundaries of the zoning districts shown on the Official Zoning Map, the following rules shall apply:

(1) General rules of interpretation. For unsubdivided property or where a zoning boundary divides a property, or if the zoning boundaries cannot otherwise be determined, the boundaries on the Official Zoning Map shall be based upon the individual zoning or rezoning map approved for the property.

(2) Lot or block lines. Where no rights-of-way exist and the zoning boundaries are indicated as approximately following lot, tract, block or subdivision boundary lines, such limits shall be considered as the zoning district boundaries.

(3) Rights-of-way. Unless otherwise indicated, the zoning district boundaries are the centerlines of streets, alleys, waterways, and railroad rights-of-way. The area within any of the rights-of-way is not granted any of the use rights associated with the overlying or adjacent zoning district(s).

(4) Vacated rights-of-way. Whenever a public street, alley or other right-of-way has been vacated, the zoning district adjoining each side of the right-of-way shall be extended to include the portion of the vacated street, alley, or other right-of-way adjacent to such adjoining property.

(5) City boundaries. Boundaries indicated as approximately following the City limits shall be considered as following the City limits.

(6) Other boundaries. Boundaries indicated as approximately parallel to or extensions of centerlines, lot, or tract lines, City limits, or similar geographic lines shall be considered as the boundaries when no or other reliable documentation is available.

(7) Map discrepancies. Should an actual street layout or stream course vary from that shown on the map or any other uncertainty remain as to the location of a zoning district boundary, the City Manager shall interpret the map based on the best information available and according to the intent of this title and any other applicable provisions of the Municipal Code.

(8) Boundary disputes. Disputes concerning the exact location of any zoning district boundary line shall be decided by the Planning Commission.

Sec. 11-7-4. Zoning annexed land.

All annexed land shall be zoned within 90 days of annexation following the procedure for rezoning at Section 11-7-12. Zoning of property proposed for annexation may be processed simultaneously with the petition for annexation, provided no ordinance zoning such property may be finally adopted prior to final adoption of an ordinance or ordinances annexing such property.

Sec. 11-7-5. Districts established.

(A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences.

(1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.

(2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.

(3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single-family residential lots within a semi-rural environment.

(4) The "R-2" Low Density District is intended to provide for development of single-family residences, along with certain other compatible land uses.

(5) The "R-3" Medium Density District is intended to provide for an area which is suitable for both single-family homes and duplexes, along with certain other compatible land uses.

(6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable for single-family homes, duplexes and multifamily residences, along with certain other compatible land uses.

(7) The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variety in housing types.

(8) The "R-5" Low Density/Manufactured Housing District is intended to provide for low density development of single-family manufactured homes, along with certain other compatible land uses.

(9) The "R-6" Medium Density/Manufactured Housing District is intended to provide for medium-density development for single-family and duplex manufactured homes, along with certain other compatible land uses.

(10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for mobile homes, along with certain other compatible land uses.

(B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.

(1) The "OR" Office-Residential District is intended to provide for a mix of offices and residences in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.

(C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.

(1) The “P” Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.

(2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.

(3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.

(4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.

(5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.

(6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.

(D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.

(1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.

(2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.

(E) Dimensional requirements are set out in Section 11-7-7.

Sec. 11-7-6. District uses.

(A) *Permitted uses*. Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.

(B) *Conditional uses*. Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:

(1) The use will not be contrary to the public health, safety, or welfare.

(2) The use is not materially adverse to the City's Comprehensive Plan.

(3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.

(4) The use is compatible with existing uses in the area and other allowed uses in the district.

(5) The use will not have an adverse effect upon other property values.

(6) Adequate off-street parking will be provided for the use.

(7) The location of curb cuts and access to the premises will not create traffic hazards.

(8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.

(9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.

(C) *Principal uses*. The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one (1) principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.

(D) *Accessory uses*. Accessory uses shall comply with all requirements for the principal use, except where specifically modified by this Chapter, and shall also comply with the following limitations:

(1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.

(2) An accessory use shall be operated and maintained under the same ownership as the permitted use.

(3) An accessory use shall be located on the same lot as a principal use.

(E) *Temporary Use Permits.*

(1) The City Manager or his designee may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a period of up to one year in accordance with this Subsection.

(2) The temporary use permit may be issued by the City Manager only after it determines that unusual circumstances exist, not created by the applicant, such as damage, destruction or delay in construction of applicant's permanent premises, which results in significant hardship, and that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.

(3) The City Manager or his designee shall hold such hearings concerning the application and provide such notice thereof as the circumstances merit in his opinion. The permit may be granted subject to conditions appropriate to ensure compliance with this Subsection.

(4) *Temporary Construction or Sales Office.* A building within a subdivision may be utilized as a temporary construction or sales office for a period up to one year by the developer of that subdivision during the period of the construction and initial sales respectively of the building and improvements within the area encompassed by the preliminary plat for each subdivision. The City Manager may authorize additional one-year periods for use as a construction office if construction is continuing in the area after the preceding year, or as a sales office if not all of the houses in the area have been sold during the year preceding.

(F) *Uses Not Listed*.

(1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.

(2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:

(a) The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.

(b) The City Council shall consider he appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.

(c) The City Council shall approve or deny the appeal.

(d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.

(G) Schedule of Residential Zone District Uses.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
COMMERCIAL USES										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches, excluding commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.	P									
Rental storage units with a maximum rental unit size of 200 square feet.										C
Short-term rentals	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL USES										
Assisted living facilities					C	C	C		C	C
Childcare facilities	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	C	C	C	C	P	P	P	C	C	P
Schools	C	C	C	C	C	C	C	C	C	C
RECREATIONAL USES										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P		P	P	P	P	P
RESIDENTIAL USES										
Duplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured housing				[1]				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile home parks (See Sec. 11-13)										P
Modular housing								P	P	P
Multi-family dwelling					C	P	P		C	
Single-family dwelling	P	P	P	P	P	P	P	P	P	P
UTILITIES AND TELECOMMUNICATION FACILITIES										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
OTHER USES										
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))		T	T	T	T	T	T	T	T	T

[1] Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR

Legend: Zoning Districts RL: Rural Living R-1: Very Low Density R-1A: Large Estate R-1B: Small Estate R-2: Low Density R-3: Medium Density R-3A: Medium High Density R-4: High Density R-5: Low Density/Manufacture Housing R-6: Medium Density/Manufacture Housing MHR: Manufactured Housing Residential	**Legend: Use Type** P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).

(H) Schedule of Mixed Use, Commercial and Industrial Zone District Uses.

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
Commercial uses other than the uses by right in this zone district which comply with the performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5 (D) (1).								C	
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a)All fuel storage, except propane, shall be located underground. (b)All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C		
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			
Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P								

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								
Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied				C	C	C			
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			
INDUSTRIAL USES									
Above ground storage facilities for hazardous fuels						P			P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities						P			P
Feed storage and sales establishments						P			P

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Manufacturing and non-manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
INSTITUTIONAL USES									
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, “daytime” shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. “Night” shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Museums and visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
RECREATIONAL USES									
Golf courses		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facilities		P							
RESIDENTIAL USES									
Duplex	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Multifamily dwelling	C	C	P	P	P	P	P	P	P
Single-family dwelling	P	C	P	P	P	P	P	P	P
Supportive housing	C					C		C	
UTILITIES AND TELECOMMUNICATION FACILITIES									
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
OTHER USES									
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2)	T		T	T	T	T	T	T	T

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2

Legend: Zoning District OR: Office-Residential P: Public B-1: Central Business B-2: Highway Commercial B-2A: Regional Commercial B-3: General Commercial B-4: Neighborhood Shopping I-1: Light Industrial I-2: General Industrial	**Legend: Use Type** P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).

Sec. 11-7-7. District standards.

(A) Tabulated requirements for uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

		Minimum Lot			Minimum Setbacks				
District	**Use**	**Width at Building Line**	**Depth**	**Size**	**Front**	**Rear**	**Side**	**Corner Lot**	**Maximum Building Height**
RL	All	100	150	[2]	25	20	10	20	35
R-1	All	100	150	1 acre	25	20	10	20	35
R-1A	All	100	150	½ acre	25	20	10	20	35
R-1B	All	100	150	⅓ acre	25	20	10	20	35
R-2	All	N/A	N/A	7,500	25	20	6	20	35
R-3	Single-family	N/A	N/A	6,250	15	25	5	15	35
	All others	N/A	N/A	9,375	15	25	5	15	35
R-3A	Single-family	N/A	N/A	6,250	15	25	5	15	35
	Duplex	N/A	N/A	9375	15	25	5	15	35
	All others	N/A	N/A	Larger of 9,375 or 2,900/unit	15	20	10	15	35
R-4	Single-family	N/A	N/A	6,250	15	25	5	15	35
	Duplex	N/A	N/A	9,375	15	25	5	15	35
	All others	N/A	N/A	Larger of 9,375 or 2,300/unit	15	20	10	15	35
R-5	All	100	120	12,000	25	20	10	20	35
R-6	Single-family	N/A	N/A	7,500	25	20	6	20	35
	All others	N/A	N/A	9,375	25	20	6	20	35
MHR	All except MH Parks[3]	N/A	N/A	3,125	5	10	10	10	35
OR	Single-family	50	100	6,250	15	15	5	15	35
	Duplexes	50	100	6,250	15	15	5	15	35
	All Others	50	100	6,250	15	15	5	15	35
B-1	No Req	No Req.	No Req.	No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.

[2] A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

[3] Dimensional requirements for mobile home parks are controlled by Chapter 11-13-5 of this Title.

B-2	All [4]	50	100	N/A	15	N/A	N/A	15	N/A
B-2A	All	50	100	N/A	25	N/A	N/A	25	35
B-3	All	50	100	N/A	25	N/A	N/A	25	35
B-4	All	N/A	N/A	N/A	25	N/A	N/A	25	35
I-1	All	N/A	N/A	½ acre	25	N/A	N/A	25	N/A
I-2	All	N/A	N/A	½ acre	25	N/A	N/A	25	N/A
All Zones Except I-1, I-2	Renewable Energy Facilities	N/A	N/A	N/A	25	25	10	25	35
I-1, I-2	Renewable Energy Facilities	N/A	N/A	N/A	25	25	10	25	N/A

(B) Proper dimensional requirements for conditional uses shall be determined in accordance with this Section and Section 11-7-6 (B), provided that as a general rule, they shall be no less strict than the dimensional requirements specified for permitted uses in the district concerned or as specified for the use concerned in a zone in which it is a permitted use. Provided, further, that the following minimum lot sizes shall apply to duplexes and multifamily residences when allowed as a conditional use:

District	**Use**	**Minimum Lot Size**
R-3 and R-6	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit
OR	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit

(C) Additional Dimensional Requirements.

(1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area.

(2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.

(3) Garage doors which face an alley require a five-foot minimum setback.

(D) Additional District Standards.

(1) All single-family dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20 feet, wood, brick, masonry, stucco or cosmetically equivalent exterior siding, and shall be mounted on a permanent foundation.

(2) All duplex dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20

[4] Residential uses in the B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the "R-3A" zone.

ORDINANCE NO. 2631

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE DRY CEDAR CREEK II ADDITION

WHEREAS, a petition for the annexation of a tract of land known as the **Dry Cedar Creek II Addition** has been submitted to the City of Montrose and has been found by the City Council to be in substantial compliance with C.R.S. § 31-12-107(1), and

WHEREAS, said petition has been signed by the owners of 100% of the area proposed to be annexed exclusive of streets and alleys, and

WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965, as amended,

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

SECTION 1:

The property described in **Exhibit A**, known as the **DRY CEDAR CREEK II ADDITION,** is hereby annexed to the City of Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum, Mayor

ATTEST:

CITY OF MONTROSE CITY SEAL COLORADO

Lisa DelPiccolo, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Tuesday, the 1st day of August, 2023, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description

A tract of land situated in the N1/2 of Lot 16, Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian described as follows:
Beginning at a point on the south line of the Southeast Addition 1 Reception No. 628093, said point being S82°34'15"E 406.48 feet from the corner of U.S. Lots 9, 10, 15 and 16, as monumented by a witness corner (Bk. 1, Pg. 606), thence along said south line S89°07'19"E 529.09 feet; thence south 00°00'23" east for 587.74 feet;
Thence north 74°11'47" west for 395.87 feet to the centerline of the 100' easement for said canal, and thence along the centerline of said easement for the following calls: North 30°04'39" east for 49.35 feet; North 05°02'47" east for 56.19 feet; North 16°32'30" west for 186.96 feet; North 32°32'47" west for 146.58 feet; North 27°52'12" west for 97.93 feet to the point of beginning,
County of Montrose, State of Colorado

ORDINANCE NO. 2632

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE DRY CEDAR CREEK II ADDITION AS AN "R-3A," MEDIUM HIGH DENSITY DISTRICT

WHEREAS, the **Dry Cedar Creek II Addition** has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

WHEREAS, the proposed recommendation is substantially in accord with the City's Master Plan, is compatible with existing zoning in nearby or adjoining properties, and is in the public interest.

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

The Official Zoning Map is hereby amended to designate the **Dr Cedar Creek II Addition,** according to the Official Annexation Map thereof, as an "R-3A," Medium High Density District.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum

Barbara Bynum, Mayor

CITY OF MONTROSE
CITY SEAL
COLORADO

ATTEST:

Lisa DelPiccolo

Lisa DelPiccolo, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Tuesday, the 1st day of July, 2023 at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 1, 2023
RE: Historic Property Designation Application for the Methodist Episcopal Church of Montrose

---

City Council Consideration:
On June 27, 2023, the City of Montrose Historic Preservation Commission considered an application for historic property designation of the Methodist Episcopal Church of Montrose, located at 19 S Park Ave, according to Section 11-3 of the Montrose Municipal Code. The commission voted unanimously to recommend to the City Council for approval as a historic property. City Council voted to approve Ordinance 2633 on first reading on July 18, 2023.

Staff Analysis:
In reviewing the application, City staff submitted and the commission concurred with the following findings:

1. The structure meets the eligibility criteria per Montrose Municipal Code 11-3-3 (B) as follows:
    a. The building is over fifty years old.
    b. The building is significant for its association with the religious history of Montrose, having been completed in 1920, and retaining its original use.
    c. This building was designed by architect Thomas Pellatt Barber, whose work throughout Colorado and California has been nationally recognized as having historical value.
    d. This building is significant for its Romanesque Revival style architecture exterior, with a tower and interior in line with the Akron Plan of churches
2. The structure has been found to also meet the integrity criteria per Montrose Municipal Code 4-15-3 (C).

ORDINANCE NO. 2633

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, DESIGNATING THE METHODIST EPISCOPAL CHURCH OF MONTROSE, WITH AN HISTORIC ADDRESS OF 19 SOUTH PARK AVENUE, MONTROSE, COLORADO, AS A CITY OF MONTROSE HISTORIC PROPERTY PURSUANT TO § 11-3 OF THE OFFICIAL CODE OF THE CITY OF MONTROSE

WHEREAS, pursuant to Montrose City Code, Chapter 11-3, City Council has established a public policy encouraging the protection, enhancement and perpetuation of historic properties within the City; and

WHEREAS, by motion approved on June 27, 2023, the City of Montrose Historic Preservation Commission (the "Commission") determined the Methodist Episcopal Church of Montrose building, with an historic address of 19 South Park Avenue in Montrose, as more specifically described in the legal description below (the "Property"), is eligible for the historic property designation pursuant to Montrose City Code § 11-3-3 as follows: the building is over fifty (50) years old; the building is significant for its association with the religious history of Montrose, having been completed in 1920, and retaining its original use; the building was designed by architect Thomas Pellatt Barber, whose work throughout Colorado and California has been nationally recognized as having historical value; the building is significant for its Romanesque Revival style architecture exterior, with a tower and interior in line with the Akron Plan of churches; and

WHEREAS, the property is listed in the Colorado State Register of Historic Properties and the National Register of Historic Places; and

WHEREAS, the Commission further determined the Property meets the criteria set forth in City Code § 11-3-3, is eligible for designation as an historic property, and has recommended to the City Council the Property be designated as an historic property; and

WHEREAS, the owner of the Property has consented to such historic property designation and desires to protect the Property; and

WHEREAS, such historic property designation will preserve the Property's significance to the community; and

WHEREAS, the City Council has reviewed the recommendation of the Commission and desires to follow such recommendation and designate the Property as an historic property; and

WHEREAS, designation of the Property as an historic property is necessary for the prosperity, civic pride, and welfare of the public.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Property located in the City of Montrose, Montrose County, Colorado, is described as follows, to wit:

LOTS 13 – 20 INCLUSIVE AND THE WESTERLY 1/2 OF LOT 21, BLOCK 49, TOWN OF MONTROSE, NOW A PART OF THE CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

also known by street and number as 19 SOUTH PARK AVENUE., MONTROSE, CO 81401

Section 3. Alteration, additions, and other changes to the building and structures located on the Property will be reviewed for compliance with Montrose City Code § 11-3-5, as currently enacted or hereafter amended.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

CITY OF MONTROSE
CITY SEAL
COLORADO

Barbara Bynum
Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo
Lisa DelPiccolo, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its adoption on second reading on Tuesday, the 1st day of July, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

CONTRACT AWARD RECOMMENDATION

TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Director
DATE: **July 17, 2023**
RE: Fuel and Oil Contract Award Recommendation
CC: William Bell, Ann Morgenthaler, Shani Wittenberg

Action

Consider the award of a contract with Parish Oil of Montrose, CO to supply the City with bulk Fuel and Oil.

Background

The City of Montrose owns, operates, and maintains a fleet of over 300 vehicles and equipment. The City also owns and operates a fuel station to fuel the fleet. The City consumes about 90,000 gal of fuel and about 2,700 gals of oil per year.

The City has issued an RFP to receive bids to renew the contract for the supply of bulk fuels and oils for City Operations. 2 proposals were received but only one proposal was complete. The complete bid received was from Parish Oil which is the vendor that the City's existing contract is with.

Rates received in the table below are based on the current rack rate and can be adjusted as fuel pricing fluctuates through the year.

Fuel	Parish Oil
Gasoline	$3.042873
#1 Diesel	$3.559868
#2 Diesel	$2.997008

Oils Per Gallon	Parish Oil
15w40	$12.53
5w20	$12.85
UTF	$10.90
Coolant	$12.50
Allison TF	$25.30
Gear Lube	$55.20
Grease - Tube	$3.97
DEF	$3.75

Contract Administration and Project Financials

The contract with this award to Parish is for a 1 year term with the option to extend for up to a total of 3 years. There is a total of $425,000 budgeted in the Internal Service Fund for Fleet Management in 2023.

PROJECT EXPENSE AUTHORIZATION

TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Director
DATE: July 17, 2023
RE: **Cerise Park Storage Building Project Expense Authorization**
CC: William Bell, Ann Morgenthaler, Shani Wittenberg

MONTROSE • COLORADO

Action

Consider the authorization of expenses for the construction of a storage building in Cerise Park near the Montrose Rotary Amphitheater in the amount of $183,574.72 including a contract with Stryker and Company for the design and construction.

Background

After the completion of the Montrose Rotary Amphitheater in 2021 the usage of Cerise Park for events has increased significantly which has created the need for a building to store support materials such as modular fencing panels, portable light towers, Police Department Patrol equipment and non-profit event organizers accessories.

City Staff have selected a location near the Amphitheater that will be accessible for event support but also out of the way of the busy and sometimes congested support area. It was also important to select a location that has a minimal environmental impact and doesn't disrupt other users of the park such as the Disc Golf Course that is near by. A map of the location selected is included in this packet.

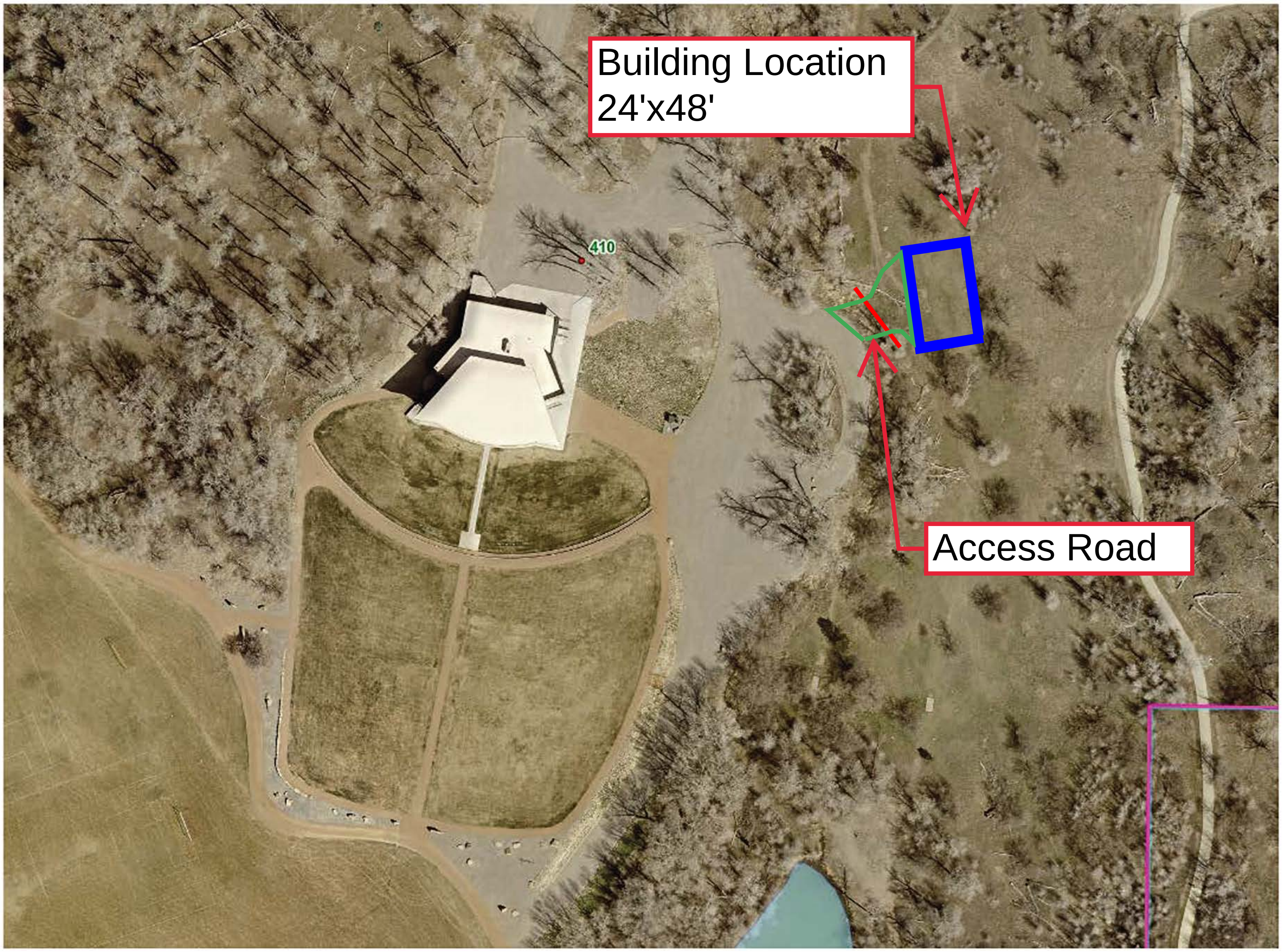
The City issued an RFP for design build proposals for a storage building and received one proposal from Stryker and Company. The proposal was complete and offered several ideas on how to achieve the building needs in the most cost effective way. All the pricing provided is within the amounts that City staff expected to see. The contract with Stryker would be a not-to-exceed amount of $141,565.16. This would include the design and construction of the building and electrical service. The Owner Expenses include materials for the access road, fiber service, cameras/network, security system, and an owner's contingency at 7%. A rendering of the building is included in this packet.

This is a multi-year project due to the lead time for the building materials. If this recommendation is awarded, the materials will be ordered in August of 2023, but the actual construction and completion will be in the Spring of 2024.

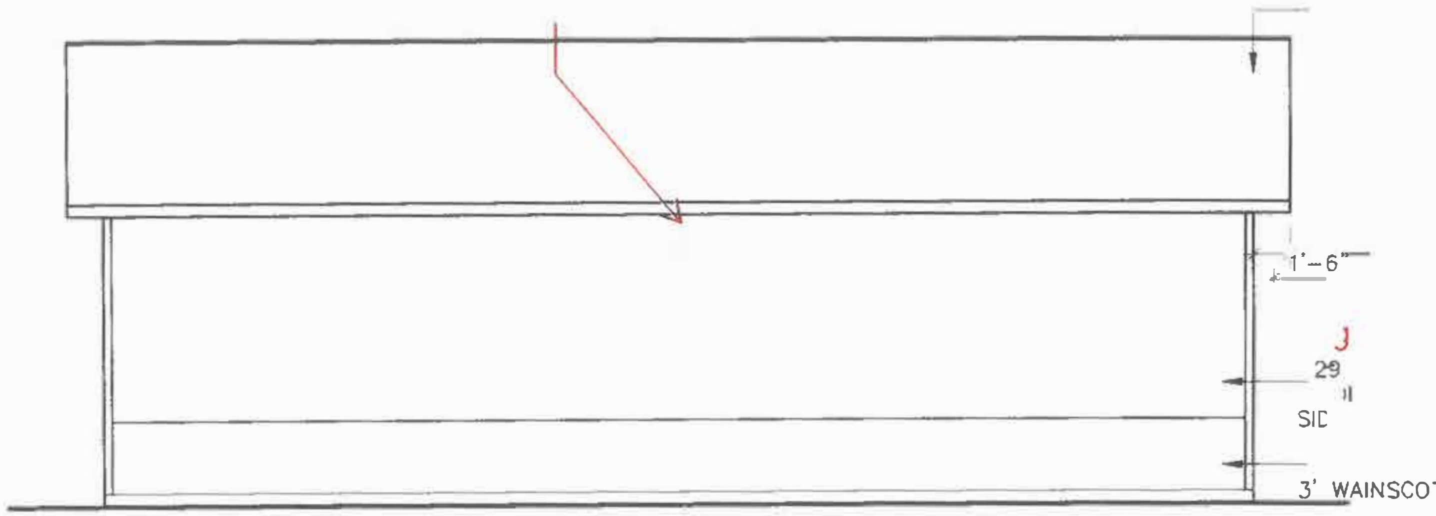
Contract Administration and Project Financials

The Montrose Black Canyon Rotary Club will donate $100,000.00 to this project. Approximately $40,000 of this donation will be spent in 2023 and may need a supplemental Budget in December of 2023. There is $40,000.00 included in the 2023 Police Admin Budget and this will be utilized in 2023. The remaining $103,574.72.00 will be budgeted in 2024.

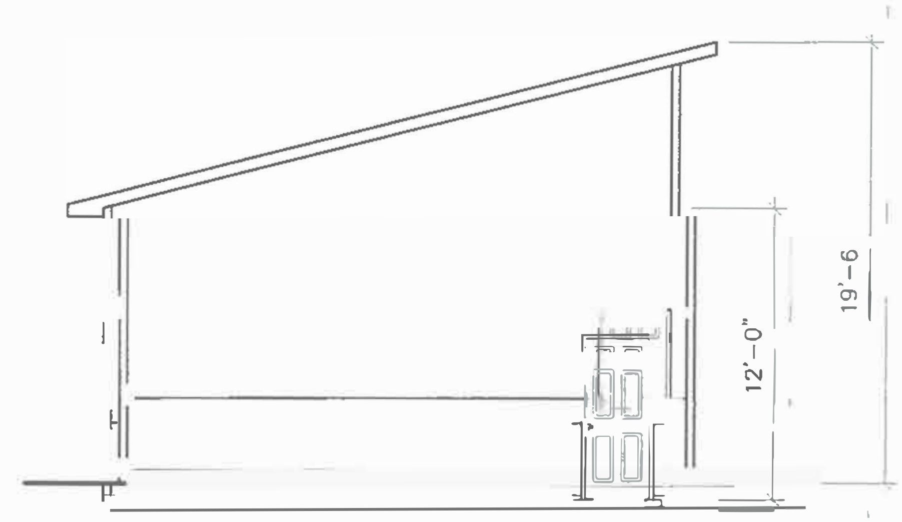
Cerise Park Storage Building



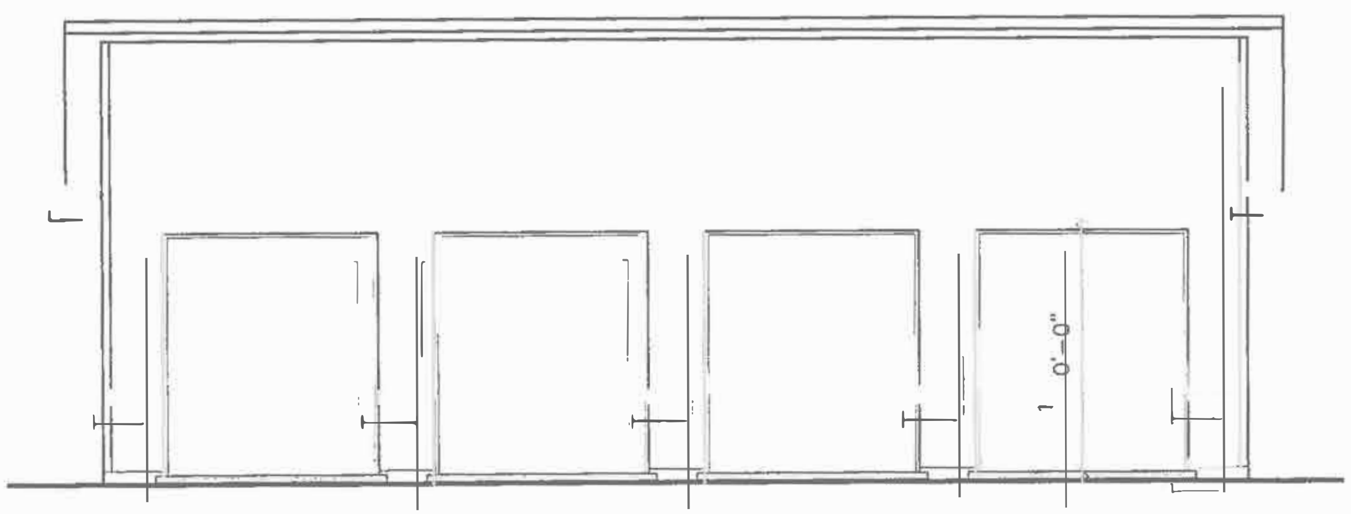
24' X 48' X 12' TALL



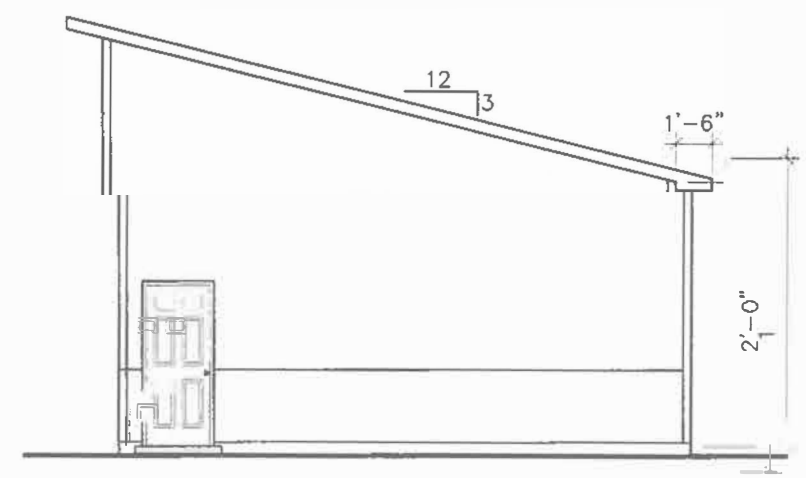
REAR ELEVATION
1/8" = 1'-0"



LEFT ELEVATION
1/8" = 1'-0"



FRONT ~~ELEVATION~~
1/8" = 1'-0"



~~RIGHT ELEVATION~~
1/8" = 1'-0"

City of Montrose

PROJECT NO.
2363
ISSUED
06/17/23
~~SHEET TITLE~~
ELEVATIONS
~~SHEET NO.~~

A2

PROJECT EXPENSE AUTHORIZATION

TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: July 10, 2023
RE: Flashing Crosswalk Equipment Expense Authorization
CC: Shani Wittenberg, Ryan Cushenan

Action

Consider the approval of $61,100 in expenditures for the purchase of solar-powered flashing crosswalk equipment.

Background

Over the past several years, the City has been working to improve pedestrian safety and driver compliance at crosswalks throughout town. As part of this effort, the City budgeted to add solar-powered flashing pushbutton-activated crosswalks at the following intersections:

1. Main & Junction
2. East Oak Grove & Rio Grande at Rec Trail Crossing
3. Chipeta Road at Rec Trail Crossing near Ute Museum
4. Colorado Avenue & Rio Grande (replacement)

A sample flashing crosswalk assembly is included as Photo 1. It should be noted that this updated beacon is being used in lieu of the style used previously on Main Street that included flashing LEDs mounted around the perimeter of the crosswalk sign. Although more expensive, this updated style has been shown to better grab driver's attention and increase compliance.

The flashing crosswalk signage is proposed to be purchased from Traffic Signal Controls, Inc. out of Longmont, Colorado. After researching available styles and reaching out to several vendors, the style provided by Traffic Signal Controls was the only one that met the City's needs for the project.

Flashing crosswalks are also being installed as part of the 6700 Extension Project and North 6th sidewalk projects; however, these have been or will be approved under separate expense authorizations.

Project Financials

The 2023 budget included $80k in the capital improvement fund for the purchase and installation of these signs, which leaves approximately $19k remaining within the budget for installation work if needed. The City intends to perform the installation using in-house crews but may utilize on-call concrete support to construct their foundations if necessary due to limitations in crew availability.

Photo 1: Sample Flashing Beacon Crosswalk Signage