REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, August 15, 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) MADA Day Proclamation

6) 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.*

7) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the July 31, 2023, special City Council meeting, the August 1, 2023, regular City Council meeting, and the August 9, 2023, special City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

Action: Consider making a motion to approve the minutes of the July 31, 2023 special City Council meeting, the August 1, 2023, regular City Council meeting, and the August 9, 2023, special City Council meeting as presented.

8) 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.

9) RESOLUTION 2023-15 (15 minutes)

City Council consideration of Resolution 2023-15, a Resolution of the City Council of the City of Montrose, Colorado, authorizing the filing of a Community Development Block Grant application in order to fund housing development opportunities within the City of Montrose, Colorado. *Staff: DART and Grant Coordinator Michelle Wingfield*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-15 as presented.

10) RESOLUTION 2023-16 (10 minutes)

City Council consideration of Resolution 2023-16, a Resolution of the City Council of the City of Montrose, Colorado, making a commitment to increase affordable housing units consistent with Colorado Proposition 123. *Staff: Planning Manager Jace Hochwalt and Community Development Specialist Christopher Ottinger.*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-16 as presented.

11) RATHBONE HOTEL ASBESTOS ABATEMENT AND HISTORICAL RESTORATION ASSISTANCE

City Council consideration of funding in the amount $556,786.00 for asbestos abatement and historical restoration of the historic KP Building at 33 S. Cascade Avenue. *Staff: Business Development Anthony Russo*

Action: Accept public comment. Consider making a motion to approve funding in the amount of $556,786.00 for asbestos abatement and historical restoration of the historic KP Building at 33 S. Cascade Avenue as presented.

12) AMENDMENTS TO THE CONTRACT FOR THE SALE OF HISTORIC CITY HALL (15 minutes)

City Council consideration of proposed amendments to the contract for the sale of the historic City Hall building at 433 S. First Street in Montrose. *Staff: City Attorney Ben Morris*

Action: Accept public comment. Consider making a motion to approve the amendment to the contract for the sale of the historic City Hall building at 433 S. First Street as presented.

13) ORDINANCE 2637 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2637 on first reading, an Ordinance of the City of Montrose, Colorado, amending the zoning district designation of two tracts within the Seasons Subdivision from "B-4," Neighborhood Shopping District, and "R-3A," Medium High Density District to "R-4," High Density District. *Staff: Planning Manager Jace Hochwalt*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2637 on first reading as presented.

14) ORDINANCE 2634 - SECOND READING (15 minutes)

City Council consideration of Ordinance 2634 on second 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: Accept public comment. Consider making a motion to adopt Ordinance 2634 on second reading as presented.

15) ORDINANCE 2635 - SECOND READING (15 minutes)

City Council consideration of Ordinance 2635 on second 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: Accept public comment. Consider making a motion to adopt Ordinance 2635 on second reading as presented.

16) ORDINANCE 2636 - SECOND READING (15 minutes)

City Council consideration of Ordinance 2636 on second 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: Hold a hearing. Consider making a motion to adopt Ordinance 2636 on second reading as presented.

17) WOODGATE/EAST OAK GROVE ROUNDABOUT AND BACKAGE ROAD DESIGN CONTRACT AWARD (10 minutes)

City Council consideration of a professional services contract award to Felsburg, Holt, and Ullevig in the amount of $215,211.40 for completion of design studies and civil design associated with the Woodgate/East Oak Grove Roundabout and Backage Road Project. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to award a professional services contract to Felsburg, Holt, and Ullevig in the amount of $215,211.40 for completion of design studies and civil design associated with the Woodgate/East Oak Grove Roundabout and Backage Road Project as presented.

18) BROWN RANCH FILING NO. 8 FINAL PLAT (10 minutes)

City Council consideration of the Brown Ranch Filing No. 8 Final Plat to create 17 residential lots and associated rights of way and easements. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to approve the Brown Ranch 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.

19) ORDINANCE 2638 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2638 on first reading, an Ordinance of the City of Montrose, Colorado, designating the Coors Building, 134 North 1st St, 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: Accept public comment. Consider making a motion to pass Ordinance 2638 on first reading as presented.

20) STAFF REPORTS

A) Sales, Use, and Excise Tax Report (5 minutes)
Staff: Finance Director Shani Wittenberg

B) Second Quarter Budget Review (5 minutes)
Staff: Finance Director Shani Wittenberg

C) Proposed Final Distribution of Assets from the Estate of Deborah Hawk and Settlement Release (10 minutes)
Staff: Assistant City Attorney Matthew Magliaro

21) CITY COUNCIL COMMENTS

22) MOTION TO ADJOURN

PROCLAMATION

Mexican American Development Association Day
August 19, 2023

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

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

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

NOW, THEREFORE, we, the City Council of the City of Montrose, Colorado, do hereby proclaim August 19, 2023, as

Mexican American Development Association Day

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Montrose, this 15th day of August, 2023.

____

Barbara Bynum, Mayor

MONTROSE • COLORADO

Lisa DelPiccolo <ldelpiccolo@ci.montrose.co.us>

Online Form Submittal: Public Comment Form

1 message

noreply@civicplus.com <noreply@civicplus.com> Wed, Aug 9, 2023 at 8:54 PM
Reply-To: t.j.larson@icloud.com
To: cityclerk@ci.montrose.co.us

Public Comment Form

Public Comment Form
Thank you for submitting a public comment for consideration by the Montrose City Council.

Please note that comments are for non-agenda items only.

Written comments submitted by noon on the day of the regular City Council meeting will be compiled, posted via a link on the Public Portal, and included in the meeting packet. These comments will not be read aloud during the meeting. City Council may or may not respond to written comments received.

Name	Tim Larson
Email Address	t.j.larson@icloud.com
Submitter's Street Address, Neighborhood, or Subdivision Name	1632 Animas
Topic	Trash & recycling services
Comment	I've had the opportunity to extensively travel internationally. I shocked by the amount of waste Americans generate. We need to reduce the ridiculous amount of waste we create, and should encourage / incentivize / drive reductions. Perhaps trash collection every other week… recycle collection monthly. Behaviors could be modified when there is a user cost (look at retail bag use). It's the right thing to do, we can not continue our wastefulness indefinitely.

Comments should pertain to matters of at least general importance to the city organization and its operations. Please 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, 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 seq.).

A special meeting of the Montrose City Council was held on Monday, July 31, 2023, at 12:00 p.m., or immediately following the work session, 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, Dave Frank, Doug Glaspell, Ed Ulibarri, Bill Bell, Ann Morgenthaler, Ben Morris, Chris Dowsey, Anthony Russo, Jim Scheid, Jace Hochwalt, Lisa DelPiccolo

GUESTS: Clay Bales, J. Rauble

CALL TO ORDER

Mayor Barbara Bynum called the special meeting to order at 12:03 p.m.

EXECUTIVE SESSION

At 12:04 p.m., a motion was made by Doug Glaspell, seconded by Dave Frank, to enter into an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e); to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a); and the following additional details are provided for identification purposes: Historic City Hall and KP Building. All voted yes. Motion passed.

Mayor Barbara Bynum left the meeting at 1:05 p.m.

RECONVENEMENT AND ADJOURNMENT

The special meeting reconvened at 1:09 p.m.

At 1:11 p.m., a motion was made by Ed Ulibarri, seconded by Doug Glaspell, to adjourn the meeting with no further action taken. All voted yes. Motion passed.

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

A regular meeting of the Montrose City Council was held on Tuesday, August 1, 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, Dan Payne, Jim Scheid, Nik Pridy, Jace Hochwalt, Scott Murphy, Matt Magliaro, Chris Ottinger, David Bries

GUESTS: Howard Walser, Judy Bunyard, Myrna Shirey, John Renfrow, Neal Platzer

CALL TO ORDER

Mayor Barbara Bynum called the meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

Mayor Pro Tem J. David Reed removed Item 9, Resolution 2023-13, from the agenda.

CALL FOR PUBLIC COMMENT

Judy Bunyard with the Fore-Kin Trails Genealogy Society expressed concerns about the future of the organization since the building housing their collections is up for sale. Ms. Bunyard suggested that the City house, preserve, and oversee the archive and allow public access.

APPROVAL OF MINUTES

City Council considered the minutes of the July 18, 2023, regular City Council meeting.

A motion was made by J. David Reed, seconded by Dave Frank, to approve the minutes of the July 18, 2023, regular City Council meeting as presented. All voted yes. Motion passed.

SPECIAL EVENTS ALCOHOL PERMIT FOR FUNC FEST

City Council considered 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.

A motion was made by J. David Reed, seconded by Dave Frank, to approve a Special Events Alcohol Permit in conjunction with the closure of Apollo Road on August 12 and 13 as presented. All voted yes. Motion passed.

SPECIAL EVENTS ALCOHOL PERMIT FOR MONTE DE ROSAS FIESTA

City Council considered 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.

A motion was made by J. David Reed, seconded by Dave Frank, to approve a Special Events Alcohol Permit in conjunction with the closures of N. 6th Street, N. 7th Street, Ute Avenue, and Selig Avenue on August 19 as presented. All voted yes. Motion passed.

DISPOSAL OF PROPERTY

City Council considered the disposal/sale of six police radios to the Olathe Police Department.

A motion was made by J. David Reed, seconded by Dave Frank, to approve the disposal/sale of six police radios to the Olathe Police Department as presented. All voted yes. Motion passed.

LIQUOR LICENSE CHANGE OF LOCATION

City Council considered 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. A hearing was held.

Assistant City Attorney Chris Dowsey reported that the file is in order, the fees have been paid, and a staff review found nothing that would prevent approval of the application.

Applicant Saige Unrein stated that her salon has had a liquor license for the past few years with no violations on record. Ms. Unrein said that she and her employees who serve alcohol have completed the City's alcohol server training and completion of the training would be a requirement for future employees as well.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by Dave Frank, seconded by Doug Glaspell, 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. All voted yes. Motion passed.

RESOLUTION 2023-12

City Council considered 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.

Police Chief Blaine Hall reported that this is an annual request, and the details were discussed at a previous work session.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to adopt Resolution 2023-12 as presented. All voted yes. Motion passed.

RESOLUTION 2023-14

City Council considered 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.

Community Development Specialist Christopher Ottinger provided an overview of private activity bonds and stated that the City has assigned its allocation to CHFA for the past five years. The allocation is an authorization to issue bonds and has no cash value. Mr. Ottinger stated that the 2023 allocation for the City of Montrose is $1,245,218.00 and the City does not wish to issue bonds due to the risk and administrative burden. By assigning the PAB allocation, the City can still benefit. Mr. Ottinger reviewed projects completed by CHFA with previous assignments of PABs. Mr. Ottinger recommended approval.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by J. David Reed, to adopt Resolution 2023-14 as presented. All voted yes. Motion passed.

ELDERADO FINANCIAL ASBESTOS ABATEMENT ASSISTANCE

City Council considered a request from ElderAdo Financial for $50,881.10 for assistance with asbestos abatement in conjunction with the construction of a new office building.

City Manager Bill Bell reported a project description is included in the meeting packet. Mr. Bell said ElderAdo Finance is planning to demolish a dilapidated structure on S. Townsend Avenue and construct a new office building. The total project budget is approximately $2 million, and request is to cover asbestos abatement. Mr. Bell stated the City has partnered on similar projects at various locations within the community.

City Councilor Ed Ulibarri outlined his opposition and stated that he would vote against the proposal.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by J. David Reed, to approve $50,881.10 for asbestos abatement for the ElderAdo Financial office building project as presented. Ed Ulibarri voted no. All others voted yes. Motion passed.

ORDINANCE 2634 – FIRST READING

City Council considered 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. A hearing was held.

Public Works Director Jim Scheid reported that the proposed changes to the Municipal Code and Regulations Manual formalize the snow removal responsibilities of the City and private property owners. Mr. Scheid stated that the changes address the depositing of snow in City right of way, which is not allowed and causes problems with storm sewer systems and ice build-up.

Mr. Scheid said that a redline version of the amendments is included in the meeting packet along with the policy. Mr. Scheid confirmed that Ordinance 2634 does not change how the City currently operates but allows for enforcement.

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 Dave Frank, to pass Ordinance 2634 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2635 – FIRST READING

City Council considered 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. A hearing was held.

City Attorney Ben Morris reported that the franchise agreement was discussed in detail at the work session on July 31. Mr. Morris stated that Ken Fellman was also present to answer any questions. Mr. Morris noted a correction to the address of the Montrose Pavilion in Exhibit A.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted.

John Lee, senior manager for government affairs with Charter Communications, thanked the City and Mr. Fellman for completing the agreement quickly and efficiently.

Mayor Bynum closed the hearing and thanked Mr. Fellman for his assistance.

A motion was made by Doug Glaspell, seconded by Dave Frank, to pass Ordinance 2635 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2636 – FIRST READING

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).

Public Works Director Jim Scheid reported that the deed of easement with Clear Networx will allow the installation of fiber underground on the southern edge of the Black Canyon Golf Course property near the roundabout of Hillcrest and Sunnyside. Mr. Scheid stated that the easement is on city property outside of the right of way and is encumbered by other easements. Mr. Scheid said the easement will not affect golf course operations and recommended approval.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by Dave Frank, seconded by J. David Reed, to pass Ordinance 2636 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2630 - SECOND READING

City Council considered 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.

Assistant City Attorney Matt Magliaro provided an overview of the proposed updates to Municipal Code provisions regarding sentencing in Municipal Court. Mr. Magliaro stated that the amendments conform to state law, increase efficiency, and facilitate future updates.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Dave Frank, to adopt Ordinance 2630 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2631 – SECOND READING

City Council considered Ordinance 2631 on second reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Dry Cedar Creek II Addition. A hearing was held.

Planning Manager Jace Hochwalt reviewed the annexation schedule and location of the 5.06 acre parcel. Mr. Hochwalt stated that the property is within the Urban Growth Boundary and City sewer and water service areas. Mr. Hochwalt reviewed the zoning of the surrounding area, and said the applicant is requesting a zoning designation of R-3A which is intended for single family homes, duplexes, and multi-family housing. The Planning Commission recommended approval of the R-3A zoning request on June 28. An annexation agreement is required, but an annexation impact report is not.

Mr. Hochwalt recommended approval stating that the proposal is consistent with public health, safety, and welfare, City annexation policies, and the Comprehensive Plan.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by Dave Frank, seconded by Doug Glaspell, to adopt Ordinance 2631 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2632 – SECOND READING

City Council considered 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. A hearing was held.

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 adopt Ordinance 2632 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2633 – SECOND READING

City Council considered 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. A hearing was held.

Planning Manager Jace Hochwalt reported no changes since the Ordinance was passed on first reading at the last City Council meeting. Mr. Hochwalt stated that this property is on state and national historic registers, and it is fitting to have it registered locally.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by Dave Frank, seconded by Doug Glaspell, to adopt Ordinance 2633 on second reading as presented. All voted yes. Motion passed.

FUEL AND OIL CONTRACT AWARD

City Council considered the award of a contract to Parish Oil of Montrose, Colorado, to supply the City with bulk fuel and oil.

Public Works Director Jim Scheid reported that Parish Oil has been the contractor for the past three years with great service and pricing. Mr. Scheid reviewed RFP process and stated that one complete proposal was received from Parish Oil, and the pricing is similar to the current contract. Mr. Scheid said that pricing is based on a market rack rate which allows adjustments for fluctuations in the market and is not a flat rate.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Ed Ulibarri, to award a contract to Parish Oil of Montrose, Colorado, to supply the City with bulk fuel and oil as presented. All voted yes. Motion passed.

CERISE PARK STORAGE BUILDING EXPENSE AUTHORIZATION

City Council considered 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.

Public Work Director Jim Scheid reviewed a plan to construct a 24x48 foot metal building sectioned into four compartments. Mr. Scheid said the building will provide storage for the Police Department, Public Works, and event organizers.

Mr. Scheid reviewed the RFP process and stated that one proposal was received from Stryker and Company. Mr. Scheid said that if the contract is awarded, construction will likely be completed next spring prior to event season. Mr. Scheid stated that the costs will likely span two budget years with $40,000.00 provided from the Police Department administrative budget and a $100,000.00 donation from the Rotary Club. A portion of the funding may be included in the 2024 budget as well. Mr. Scheid stated that the Rotary Club funds are ARPA funds originally provided by the City.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Doug Glaspell, 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. All voted yes. Motion passed.

FLASHING CROSSWALK SIGNAGE EXPENSE AUTHORIZATION

City Council considered $61,100.00 in expenditures for the purchase of solar-powered flashing crosswalk equipment.

City Engineer Scott Murphy reported that four sets of push-button activated flashing crosswalk signals are planned at Main Street and Junction Avenue, at the E. Oak Grove and Rio Grande recreation trail crossing, at the Chipeta Road recreation trail crossing and at Colorado Avenue and Rio Grande. Mr. Murphy stated that the intent is to improve driver yielding rates and pedestrian safety and mobility. Mr. Murphy stated that $80,000.00 was budgeted for the project, and the remaining funds will be used for installation of the signals.

Mr. Murphy stated that if this style of signage proves to be more effective, other previously installed signals will be replaced in the future. The new style signals will also be installed as part of several other ongoing projects.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Doug Glaspell, to authorize $61,100.00 in expenditures for the purchase of solar-powered flashing crosswalk equipment as presented. All voted yes. Motion passed.

STAFF REPORTS

Police Chief Blaine Hall provided an update on the National Night Out event and reported great participation. Chief Hall also reported that the Theft Reduction and Protection (TRAP) grant program was launched earlier in the day, and applications will be accepted until August 31. Chief Hall stated that businesses can apply for $2,500.00 grants for environmental updates to reduce crime. If the grant is matched by the applicant, the City will provide an additional $2,500.00.

CITY COUNCIL COMMENTS

Mayor Barbara Bynum reported that applications are being accepted for the next session of the Montrose University leadership program. Information is available on the City of Montrose website.

City Councilor Ed Ulibarri acknowledged Planning Manager Jace Hochwalt for his efforts to retain a USDA rural designation which will benefit the City in terms of grant eligibility. Mr. Hochwalt stated that Community Development Specialist Chris Ottinger was instrumental in the effort as well.

Mayor Bynum acknowledged the community youth who participated in projects at the Montrose County Fair and acknowledged children of staff members for their accomplishments.

MOTION TO ADJOURN

At 7:18 p.m., a motion was made by Doug Glaspell, seconded by Dave Frank, to adjourn the meeting with no further action taken.

ATTEST:

____
Barbara Bynum, Mayor

____
Lisa DelPiccolo, City Clerk

A special meeting of the Montrose City Council was held on Wednesday, August 9, 2023, at 12:00 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, Dave Frank, Doug Glaspell, Bill Bell, Ben Morris, Chris Dowsey, Lisa DelPiccolo

ABSENT: Ed Ulibarri (Mr. Ulibarri joined the meeting at 12:10 p.m.)

GUESTS: Katharhynn Heidelberg

CALL TO ORDER

Mayor Barbara Bynum called the special meeting to order at 12:00 p.m.

AMENDMENTS TO THE CONTRACT FOR THE SALE OF HISTORIC CITY HALL

City Council considered proposed amendments to the contract for the sale of the historic City Hall building at 433 S. First Street in Montrose.

Mayor Barbara Bynum suggested entering into executive session for legal advice and to review options. Mayor Bynum stated that following an executive session, the options and the decision process would be reviewed in open session before a decision would be made.

EXECUTIVE SESSION

At 12:03 p.m. a motion was made by J. David Reed, seconded by Dave Frank, to enter into an executive session with the City attorney for the purpose of receiving legal advice pursuant to C.R.S 24-6-402(4)(b). All present voted yes. Motion passed.

RECONVENEMENT

The special meeting reconvened at 12:36 p.m. City Councilor Ed Ulibarri joined the meeting during the executive session at 12:10 p.m.

Mayor Bynum stated that the buyer of the historic City Hall building requested an extension on an existing contract to allow time for due diligence. Council requested that the City Attorney draft a 12-month extension to the contract with the ability to close sooner should the buyer so desire. The extension would include use of the facility by the City during the interim.

A consensus was reached to review the draft contract extension during the August 14, 2023, work session and to place the topic on the agenda for the August 15, 2023, regular City Council meeting as an action item.

ADJOURNMENT

At 12:46 p.m., a motion was made by Dave Frank to adjourn with no further action.

ATTEST:

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Barbara Bynum, Mayor

____
Lisa DelPiccolo, City Cler

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

TO: City Council

FROM: Michelle Wingfield, DART and Grant Coordinator

DATE: August 15, 2023

SUBJECT: Seeking Approval to Apply for a Community Development Block Grant (CDBG) for Sub-Grant Funding to Montrose County Housing Authority

INTRODUCTION

City of Montrose staff is seeking approval from City Council to apply for a Community Development Block Grant (CDBG) on behalf of the Montrose County Housing Authority. The purpose of this grant application is to secure funding to acquire the Sunshine Peak Apartments located at 748 Cedar Creek Avenue, which currently provides essential low-income housing in the City of Montrose.

BACKGROUND

The Montrose County Housing Authority seeks to acquire the Sunshine Peak Apartments from Sunshine Peak Apartment Homes, LLC to prevent the loss of this property as an affordable housing asset in the community. The City of Montrose aims to secure a Community Development Block Grant (CDBG) to provide sub-grant funding to the Montrose County Housing Authority for this acquisition. The request is for $2,600,000 in grant funds to acquire Phase 1 of the Sunshine Peak Apartments, which comprises 49 residential units.

The CDBG program, administered by the U.S. Department of Housing and Urban Development (HUD), provides funding to local governments to address a wide range of community development needs, including affordable housing initiatives. By leveraging this grant opportunity, the City of Montrose can support the Montrose County Housing Authority's efforts to preserve and expand affordable housing options in the community. By acquiring the property, the Housing Authority will be able to exercise greater control over long-term affordability and maintenance of the housing units.

FINANCIAL CONSIDERATIONS

The total project costs are estimated at $3,850,000, inclusive of acquisition costs, soft costs, and critical repairs. The Montrose County Housing Authority is seeking a CDBG grant in the amount of $2,600,000, which would cover the acquisition. The remaining project costs will be covered by the Montrose County Housing Authority through debt servicing. No matching funds are required for this grant.

RECOMMENDATION

City Staff recommends approval by City Council to authorize the submission of a Community Development Block Grant (CDBG) application to the U.S. Department of Housing and Urban Development (HUD) on behalf of the Montrose County Housing Authority. The requested grant amount of $2,600,000 will be utilized to acquire the Sunshine Peak Apartments and ensure the long-term availability of affordable housing for low-to-middle income individuals and families in Montrose.

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION IN ORDER TO FUND HOUSING DEVELOPMENT OPPORTUNITIES WITHIN THE CITY OF MONTROSE, COLORADO.

WHEREAS, the City of Montrose, Colorado, desires to apply for grant funding in order to provide financial assistance for the acquisition of low to moderate income housing within the City of Montrose; and

WHEREAS, the Montrose County Housing Authority is in the process of acquiring Sunshine Peak Apartments, which is a 49-unit affordable housing project in the City of Montrose; and

WHEREAS, the City of Montrose requests a Community Development Block Grant ("CBDG"), administered by the Colorado Division of Housing ("DOH"), in an amount up to $2,600,000.00 to fund the financing gap for the aforementioned housing project; and

WHEREAS, the City of Montrose and the Montrose County Housing Authority expect to enter into an agreement for the provision of CBDG funding to assist with the acquisition costs for the project; and

WHEREAS, the City of Montrose shall submit a grant application to establish and administer a fund to assist community housing projects.

NOW THEREFORE, be it resolved by the City Council of the City of Montrose, Colorado as follows:

Section 1. The City Council of the City of Montrose directs the City Manager, and City Staff, to act in connection with the CDBG grant application and to provide such additional information as may be required by DOH.

RESOLVED AND ADOPTED this 15th day of August, 2023, by the City Council of the City of Montrose.

CITY OF MONTROSE, COLORADO

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Barbara Bynum, Mayor

ATTEST

____
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Christopher Ottinger, Community Development Specialist & Jace Hochwalt, Planning Manager
DATE: August 15, 2023
RE: Proposition 123 Opt-in Information

ATTACHMENTS:

- Exhibit A: Proposition 123 Adopted Code Language
- Exhibit B: Resolution 2023-16

INTRODUCTION

The City of Montrose, on behalf of itself and its community partners, has the opportunity to opt-in to state funding that is specifically focused on increasing affordable housing stock as well as housing and services for the homeless population. This funding is available to local governments as well as non-profits, land trusts, tribes and private developers.

BACKGROUND

Proposition 123 was a citizen-initiated ballot measure that seeks to address funding gaps in affordable housing and homelessness through two dedicated housing funds at the state level. The mechanism of funding is debrucing 0.1% or ±$300M from the Taxpayer's Bill of Rights (TABOR) annual refunds that would have otherwise been remitted back to state taxpayers. This is an ongoing program, with funding being limited to excess revenues. These monies are managed by two different agencies, the Division of Housing (DOH) and the Office of Economic Development and International Trade (OEDIT). They will be splitting the funding 40% and 60% respectively. OEDIT's programs will be administered by the Colorado Housing and Finance Authority (CHFA). Each agency has specific programs that address housing and homelessness.

These programs will be available to tribes, local governments, nonprofit organizations, and private developers, depending on the program.

BENEFITS OF OPTING-IN

Proposition 123 provides a new state funding mechanism for the development of affordable housing at an estimated $300,000,000 per year. With limited state funding for affordable housing, and the funding that does exist being highly competitive, Proposition 123 provides the opportunity for jurisdictions, large and small, to take advantage of state funds. In addition, Proposition 123 has more flexibility and uses than federal housing resources, while also serving higher incomes. If a jurisdiction has opted in and a project is awarded Proposition 123 funding, that funding can be used in a variety of ways, from gap funding for existing projects in the pipeline, to using the funding to land bank (purchase and hold land) for the purpose of future affordable housing development.

REQUIREMENTS

As part of the proposition, an instrument was included to gatekeep the funding. It requires local municipalities and counties to commit to increasing their "baseline" affordable housing units by 3% a year or 9% in total for 3 years. This "Opt-In" was enacted to encourage active participation of local governments in affordable housing development. Starting in 2026, these local governments must also have placed into service a "fast track program" for affordable housing development. Details on this portion of the program are still pending.

The baseline housing unit count was determined by examining and calculating data from the 2017-2021 American Community Survey by the US Census Bureau and the Comprehensive Affordability Housing Strategies provided by HUD. The calculations revolved around showing the current (as of 2019) affordable housing stock, including intentional and naturally occurring forms in each local government jurisdiction. Alternative calculations are being examined on a case-by-case basis.

As part of follow-up legislation, the funding for homelessness programs was removed from the local government commitment. However, in order for funding to be available to any entity in a jurisdiction looking to build or convert affordable housing units, the local government must make that commitment. The counting of units is determined at the time a building permit is issued, not when the units become available for occupancy. Should there be a failure to meet the commitment, the funds will not be accessible for one year. The local government will be eligible the following year for a truncated two-year cycle rather than the full three-year cycle.

IMPLEMENTATION

The commitment as determined by the Division of Housing for the City of Montrose is 54 units per year or 162 units over 3 years. This is the lower of the two calculated baselines, using the ACS data.

STAFF RECOMMENDATION

It is the recommendation of City staff that Council approve a resolution formally opting-in to the baseline commitment of Proposition 123 for 2023 to 2026. This recommendation was formulated based on conversation with other municipalities, technical assistance from state approved non-profits, and the Division of Housing resources.

Be it enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 32 to title 29 as follows:

ARTICLE 32

Statewide Affordable Housing Fund

29-32-101. Definitions. AS USED IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADMINISTRATOR" MEANS A POLITICAL SUBDIVISION OF THE STATE OF COLORADO ESTABLISHED FOR THE PURPOSES, AMONG OTHERS, OF INCREASING THE SUPPLY OF DECENT, SAFE, AND SANITARY HOUSING FOR LOW- AND MODERATE-INCOME FAMILIES, OR OTHER THIRD PARTY ESTABLISHED FOR SUCH PURPOSES, SELECTED BY THE OFFICE TO ADMINISTER CERTAIN AFFORDABLE HOUSING PROGRAMS CREATED IN SECTION 29-32-104.

(2) "AFFORDABLE HOUSING" MEANS RENTAL HOUSING AFFORDABLE TO A HOUSEHOLD WITH AN ANNUAL INCOME OF AT OR BELOW SIXTY PERCENT OF THE AREA MEDIAN INCOME, AND THAT COSTS THE HOUSEHOLD LESS THAN THIRTY PERCENT OF ITS MONTHLY INCOME. "AFFORDABLE HOUSING" ALSO MEANS FOR-SALE HOUSING THAT COULD BE PURCHASED BY A HOUSEHOLD WITH AN ANNUAL INCOME OF AT OR BELOW ONE HUNDRED PERCENT OF THE AREA MEDIAN INCOME, FOR WHICH THE MORTGAGE PAYMENT COSTS THE HOUSEHOLD LESS THAN THIRTY PERCENT OF ITS MONTHLY INCOME. TARGETS SET FOR THE LOCAL GOVERNMENTS UNDER SECTION 29-32-105 FOR AFFORDABLE HOUSING SHALL BE BASED ON THE AVERAGE OF THE AREA MEDIAN INCOME. IF A LOCAL

GOVERNMENT DETERMINES THAT APPLICATION OF THIS DEFINITION OF AFFORDABLE HOUSING WOULD CAUSE IMPLEMENTATION OF THIS ARTICLE IN A MANNER INCONSISTENT WITH HOUSING AND WORKFORCE NEEDS WITHIN THE JURISDICTION, IT MAY PETITION THE DIVISION FOR LEAVE TO USE THE CALCULATION APPLICABLE TO AN ADJACENT JURISDICTION OR THE STATE MEDIAN INCOME THAT BETTER REFLECTS LOCAL NEEDS.

(3) "AREA MEDIAN INCOME" MEANS THE MEDIAN HOUSEHOLD INCOME OF HOUSEHOLDS OF A GIVEN SIZE IN THE MUNICIPALITY, OR METROPOLITAN STATISTICAL AREA ENCOMPASSING A MUNICIPALITY, OR COUNTY IN WHICH THE HOUSING IS LOCATED, AS CALCULATED AND PUBLISHED FOR A GIVEN YEAR BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(4) "DIVISION" MEANS THE DIVISION OF HOUSING IN THE DEPARTMENT OF LOCAL AFFAIRS CREATED IN SECTION 24-32-704 (1).

(5) "SUPPORT FUND" MEANS THE AFFORDABLE HOUSING SUPPORT FUND CREATED IN SECTION 29-32-103(1).

(6) "FUND" MEANS THE STATE AFFORDABLE HOUSING FUND CREATED IN SECTION 29-32-102 (1).

(7) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, WHETHER HOME RULE OR STATUTORY; A COUNTY, WHETHER HOME RULE OR STATUTORY; A CITY AND COUNTY; OR A LOCAL HOUSING AUTHORITY.

(8) "OFFICE" MEANS THE OFFICE OF ECONOMIC DEVELOPMENT CREATED IN SECTION 24-48.5-101.

(9) "FINANCING FUND" MEANS THE AFFORDABLE HOUSING FINANCING FUND CREATED IN SECTION 29-32-103(2).

29-32-102. State affordable housing fund. (1) THE STATE AFFORDABLE HOUSING FUND IS HEREBY CREATED IN THE STATE TREASURY. COMMENCING ON JANUARY 1, 2023, ALL STATE REVENUES COLLECTED FROM AN EXISTING TAX ON ONE-TENTH OF ONE PERCENT ON FEDERAL TAXABLE INCOME, AS MODIFIED BY LAW, OF EVERY INDIVIDUAL, ESTATE, TRUST, AND CORPORATION, AS DEFINED IN LAW, AS CALCULATED PURSUANT TO SUBSECTION (4) OF THIS SECTION, SHALL BE DEPOSITED IN THE FUND BY THE STATE TREASURER. THE REVENUE DEPOSITED INTO THE FUND PURSUANT TO THIS SUBSECTION (1) SHALL NOT BE SUBJECT TO THE LIMITATION ON FISCAL YEAR SPENDING SPECIFIED IN SECTION 20 OF ARTICLE X OF THE STATE CONSTITUTION.

(2) THE FUND SHALL CONSIST OF MONEY DEPOSITED INTO THE FUND UNDER SUBSECTION (1) OF THIS SECTION; ANY MONEY APPROPRIATED TO THE FUND BY THE GENERAL ASSEMBLY; AND ANY GIFTS, GRANTS, OR DONATIONS FROM ANY PUBLIC OR PRIVATE SOURCES, INCLUDING GOVERNMENTAL ENTITIES, THAT THE DIVISION AND THE OFFICE ARE HEREBY AUTHORIZED TO SEEK AND ACCEPT.

(3) ALL MONEY NOT EXPENDED OR ENCUMBERED, AND ALL INTEREST EARNED ON THE INVESTMENT OR DEPOSIT OF MONEY IN THE FUND, SHALL REMAIN IN THE FUND AND SHALL NOT REVERT TO THE GENERAL FUND OR ANY OTHER FUND AT THE END OF ANY FISCAL YEAR.

(4)(a) THE LEGISLATIVE COUNCIL, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING, SHALL CALCULATE THE AMOUNT OF REVENUES TO BE DEPOSITED IN THE FUND FOR THE PERIOD COMMENCING JANUARY 1, 2023 AND ENDING JUNE 30, 2023, AND FOR EACH STATE FISCAL YEAR COMMENCING ON OR AFTER JULY 1, 2023. THE LEGISLATIVE COUNCIL AND THE OFFICE OF STATE PLANNING AND BUDGETING SHALL RELY UPON THE QUARTERLY STATE REVENUE ESTIMATES ISSUED BY THE LEGISLATIVE COUNCIL IN CALCULATING SUCH AMOUNTS AND SHALL UPDATE ITS CALCULATIONS NOT LATER THAN FIVE DAYS FOLLOWING THE ISSUANCE OF EACH QUARTERLY STATE REVENUE ESTIMATE.

(b) TO ENSURE THAT ALL FUND REVENUES ARE TRANSFERRED TO THE FUND AND THAT OTHER STATE REVENUES ARE NOT ERRONEOUSLY TRANSFERRED TO THE FUND:

(I) NO LATER THAN TWO DAYS AFTER CALCULATING OR RECALCULATING THE AMOUNT OF FUND REVENUES FOR THE PERIOD COMMENCING JANUARY 1, 2023 AND ENDING JUNE 30, 2023, AND FOR ANY FISCAL YEAR COMMENCING ON OR AFTER JULY 1, 2023, THE LEGISLATIVE COUNCIL, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING, SHALL CERTIFY TO THE DEPARTMENT OF REVENUE THE AMOUNT OF FUND REVENUES THAT THE DEPARTMENT SHALL TRANSFER TO THE STATE TREASURER FOR DEPOSIT INTO THE FUND ON THE FIRST DAY OF EACH OF THE THREE SUCCEEDING CALENDAR MONTHS AS REQUIRED BY PARAGRAPH (c) OF THIS SUBSECTION (4);

(II) NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPH (I) OF THIS PARAGRAPH (b), NO LATER THAN MAY 25 OF 2023 AND OF ANY STATE FISCAL YEAR COMMENCING ON OR AFTER JULY 1, 2023, THE LEGISLATIVE COUNCIL, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING, MAY CERTIFY TO THE DEPARTMENT OF REVENUE AN ADJUSTED AMOUNT FOR ANY TRANSFER TO BE MADE ON THE FIRST BUSINESS DAY OF THE IMMEDIATELY SUCCEEDING JUNE; AND

(III) SUBJECT TO REVIEW BY THE STATE AUDITOR, THE LEGISLATIVE COUNCIL, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING, MAY CORRECT ANY ERROR IN THE TOTAL AMOUNT OF STATE AFFORDABLE HOUSING REVENUES TRANSFERRED DURING ANY STATE FISCAL YEAR BY ADJUSTING THE AMOUNT OF ANY TRANSFER TO BE MADE DURING THE NEXT STATE FISCAL YEAR.

(c) ON THE FIRST BUSINESS DAY OF EACH CALENDAR MONTH THAT COMMENCES AFTER JANUARY 5, 2023, THE DEPARTMENT OF REVENUE SHALL TRANSFER TO THE STATE TREASURER FOR DEPOSIT INTO THE FUND REVENUES IN AN AMOUNT CERTIFIED TO THE DEPARTMENT BY THE LEGISLATIVE COUNCIL, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING, PURSUANT TO PARAGRAPH (b) OF THIS SUBSECTION (4).

29-32-103. Transfers of money - permitted uses of the fund - continuous appropriation. (1) THE AFFORDABLE HOUSING SUPPORT FUND IS HEREBY CREATED IN THE STATE TREASURY. THE SUPPORT FUND SHALL CONSIST OF MONEY DEPOSITED INTO IT UNDER SUBSECTION (3) OF THIS SECTION. THE DIVISION SHALL ADMINISTER THE SUPPORT

FUND AND EXPEND THE MONEYS IN THE SUPPORT FUND ONLY FOR THE PURPOSES SET FORTH IN SECTION 29-32-104(3). ALL MONEY NOT EXPENDED OR ENCUMBERED, AND ALL INTEREST EARNED ON THE INVESTMENT OR DEPOSIT OF MONEY IN THE SUPPORT FUND, SHALL REMAIN IN THE SUPPORT FUND AND SHALL NOT REVERT TO THE GENERAL FUND OR ANY OTHER FUND AT THE END OF ANY FISCAL YEAR. ALL MONEY TRANSFERRED TO THE SUPPORT FUND PURSUANT TO SUBSECTION (3) OF THIS SECTION IS CONTINUOUSLY APPROPRIATED TO THE DIVISION FOR THE PURPOSES SET FORTH IN SECTION 29-32-104(3).

(2) THE AFFORDABLE HOUSING FINANCING FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FINANCING FUND SHALL CONSIST OF MONEY DEPOSITED INTO IT UNDER SUBSECTION (3) OF THIS SECTION. THE OFFICE SHALL ADMINISTER THE FINANCING FUND AND EXPEND THE MONEYS IN THE FINANCING FUND ONLY FOR THE PURPOSES SET FORTH IN SECTION 29-32-104(1). ALL MONEY NOT EXPENDED OR ENCUMBERED, AND ALL INTEREST EARNED ON THE INVESTMENT OR DEPOSIT OF MONEY IN THE FINANCING FUND, SHALL REMAIN IN THE FINANCING FUND AND SHALL NOT REVERT TO THE GENERAL FUND OR ANY OTHER FUND AT THE END OF ANY FISCAL YEAR. ALL MONEY TRANSFERRED TO THE FINANCING FUND PURSUANT TO SUBSECTION (3) OF THIS SECTION IS CONTINUOUSLY APPROPRIATED TO THE OFFICE FOR THE PURPOSES SET FORTH IN SECTION 29-32-104(1).

(3) ON JULY 1, 2023, OR AS SOON AS PRACTICABLE THEREAFTER, AND ON JULY 1 OF EACH STATE FISCAL YEAR THEREAFTER, THE STATE TREASURER SHALL TRANSFER FORTY PERCENT OF THE BALANCE OF THE FUND ON THE DATE OF THE TRANSFER TO THE

SUPPORT FUND AND SIXTY PERCENT OF THE BALANCE OF THE FUND ON THE DATE OF THE TRANSFER TO THE FINANCING FUND.

29-32-104. Permissible expenditures – affordable housing programs. (1) THE OFFICE SHALL CONTRACT WITH THE ADMINISTRATOR. THE OFFICE MAY SELECT AN ADMINISTRATOR WITHOUT A COMPETITIVE PROCUREMENT PROCESS BUT SHALL ANNOUNCE THE CONTRACT OPENING PUBLICLY AND SELECT THE ADMINISTRATOR IN A MEETING THAT IS OPEN TO THE PUBLIC, NO LESS THAN SEVENTY-TWO HOURS AFTER NOTICE OF SUCH MEETING IS PUBLICLY AVAILABLE. NO SINGLE CONTRACT MAY EXCEED FIVE YEARS IN DURATION. UPON THE EXPIRATION OF ANY CONTRACT TERM, THE OFFICE MAY RENEW THE CONTRACT WITH THE SAME ADMINISTRATOR OR MAY SELECT ANOTHER ADMINISTRATOR. THE ADMINISTRATOR SELECTED BY THE OFFICE SHALL EXPEND THE MONEY TRANSFERRED TO THE FINANCING FUND IN SECTION 29-32-103(2) TO SUPPORT THE FOLLOWING PROGRAMS ONLY:

(a) A LAND BANKING PROGRAM TO BE ADMINISTERED BY THE ADMINISTRATOR. THE PROGRAM SHALL PROVIDE GRANTS TO LOCAL GOVERNMENTS AND LOANS TO NON-PROFIT ORGANIZATIONS WITH A DEMONSTRATED HISTORY OF PROVIDING AFFORDABLE HOUSING TO ACQUIRE AND PRESERVE LAND FOR THE DEVELOPMENT OF AFFORDABLE HOUSING. MIXED USE DEVELOPMENT IS AN ALLOWABLE USE OF LAND PURCHASED UNDER THIS PROGRAM IF THE PREDOMINATE USE OF THE LAND IS AFFORDABLE HOUSING. LOANS MADE BY THE PROGRAM SHALL BE FORGIVEN IF LAND ACQUIRED WITH THE ASSISTANCE OF THE PROGRAM IS PROPERLY ZONED WITH AN ACTIVE PLAN FOR THE DEVELOPMENT OF

AFFORDABLE HOUSING WITHIN 5 YEARS OF DATE THE LOAN IS MADE AND IF THE DEVELOPMENT IS PERMITTED AND FUNDED WITHIN 10 YEARS. THE LENDER AND BORROWER MAY ESTABLISH ADDITIONAL TERMS IF NEEDED. IF LAND ACQUIRED WITH THE ASSISTANCE OF THE PROGRAM IS NOT DEVELOPED WITHIN THE TIMELINE ABOVE, THE LOAN MUST BE REPAID, WITH INTEREST, AS SOON AS PRACTICAL, BUT NOT MORE THAN SIX MONTHS AFTER EXPIRATION OF SAID TIMELINE. LAND ACQUIRED WITH THE ASSISTANCE OF THE PROGRAM THAT IS NOT DEVELOPED WITHIN THE TIMELINE ABOVE MAY BE USED BY THE OWNER FOR ANY PURPOSE UPON PAYMENT OF THE LOAN WITH INTEREST OR, IN EXCHANGE FOR A WAIVER OF INTEREST, CONVEYED TO A STATE AGENCY OR OTHER ENTITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING WITH THE APPROVAL OF THE ADMINISTRATOR. ALL PRINCIPAL AND INTEREST PAYMENTS ON LOANS MADE UNDER THIS PARAGRAPH (a) SHALL BE PAID TO THE ADMINISTRATOR AND USED BY THE ADMINISTRATOR FOR THE PURPOSES SET FORTH IN THIS SUBSECTION (1). AS DETERMINED BY THE ADMINISTRATOR, A MINIMUM OF 15% AND A MAXIMUM OF 25% OF MONIES TRANSFERRED TO THE OFFICE FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE ADMINISTRATOR MAY UTILIZE UP TO TWO PERCENT OF THE FUNDS IT RECEIVES FROM THE OFFICE FOR THE PROGRAM ANNUALLY TO PAY FOR THE COSTS OF ADMINISTERING THE PROGRAM.

(b) AN AFFORDABLE HOUSING EQUITY PROGRAM TO BE ADMINISTERED BY THE ADMINISTRATOR. THE PROGRAM SHALL MAKE EQUITY INVESTMENTS IN LOW- AND MIDDLE-INCOME MULTI-FAMILY RENTAL DEVELOPMENTS. THE PROGRAM SHALL ALSO

MAKE EQUITY INVESTMENTS IN EXISTING AFFORDABLE HOUSING PROJECTS WHICH INCLUDE MULTI-FAMILY RENTAL UNITS FOR THE PURPOSE OF ENSURING THAT SAID PROJECTS REMAIN AFFORDABLE. THE AVERAGE OF RENTS FOR PROJECTS FUNDED BY THE PROGRAM (CALCULATED BY ADDING TOGETHER THE MONTHLY RENT FOR ALL UNITS IN A PROJECT AND DIVIDING BY THE NUMBER OF UNITS IN THE PROJECT) MUST BE AND REMAIN PERMANENTLY AFFORDABLE SUCH THAT A PARTICIPATING HOUSEHOLD SHALL NOT BE REQUIRED TO SPEND MORE THAN 30% OF HOUSEHOLD INCOME ON RENT FOR HOUSEHOLDS THAT ARE AT OR BELOW 90% OF THE AREA MEDIAN INCOME OF HOUSEHOLDS OF THAT SIZE IN THE TERRITORY OR JURISDICTION OF LOCAL GOVERNMENT IN WHICH THE HOUSING IS LOCATED, AS CALCULATED AND PUBLISHED FOR A GIVEN YEAR BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THE PROGRAM SHALL INCLUDE A TENANT EQUITY VEHICLE, MEANING, IN PROJECTS FUNDED BY THE PROGRAM, TENANTS WHO RESIDE IN THE PROJECT FOR AT LEAST ONE YEAR SHALL BE ENTITLED TO A SHARE OF THE EQUITY GROWTH IN THE PROJECT, IF ANY, IN THE FORM OF FUNDING FROM THE PROGRAM FOR A DOWN-PAYMENT ON HOUSING OR RELATED PURPOSES, IN AN AMOUNT DETERMINED BY THE ADMINISTRATOR. EQUITY INVESTMENTS MADE BY THE PROGRAM SHALL BE MADE WITH THE EXPECTATION OF RETURNS THAT ARE BELOW THE PREVAILING MARKET RETURNS. RETURNS ON PROGRAM INVESTMENTS UP TO THE AMOUNT OF THE PROGRAM'S INITIAL INVESTMENT SHALL BE RETAINED IN THE PROGRAM AND REINVESTED. RETURNS ON PROGRAM INVESTMENTS GREATER THAN THE PROGRAM'S INITIAL INVESTMENT SHALL BE RETAINED IN THE PROGRAM TO FUND THE TENANT EQUITY VEHICLE. IN SELECTING INVESTMENTS UNDER THIS PROGRAM, THE ADMINISTRATOR

SHALL PRIORITIZE HIGH-DENSITY HOUSING, MIXED-INCOME HOUSING, AND PROJECTS CONSISTENT WITH THE GOAL OF ENVIRONMENTAL SUSTAINABILITY. AS DETERMINED BY THE ADMINISTRATOR, A MINIMUM OF 40% OF MONIES AND A MAXIMUM OF 70% OF MONIES TRANSFERRED TO THE OFFICE FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE ADMINISTRATOR MAY UTILIZE UP TO TWO PERCENT OF THE FUNDS IT RECEIVES FROM THE OFFICE FOR THE PROGRAM ANNUALLY TO PAY FOR THE COSTS OF ADMINISTERING THE PROGRAM.

(c) A CONCESSIONARY DEBT PROGRAM TO BE ADMINISTERED BY THE ADMINISTRATOR. THE PROGRAM SHALL:

(I) PROVIDE DEBT FINANCING OF LOW- AND MIDDLE-INCOME MULTI-FAMILY RENTAL DEVELOPMENTS,

(II) PROVIDE GAP FINANCING IN THE FORM OF SUBORDINATE DEBT AND PRE-DEVELOPMENT LOANS FOR PROJECTS THAT QUALIFY FOR FEDERAL LOW INCOME HOUSING TAX CREDITS,

(III) PROVIDE DEBT FINANCING OF EXISTING AFFORDABLE HOUSING PROJECTS FOR THE PURPOSE OF PRESERVING EXISTING AFFORDABLE MULTI-FAMILY RENTAL UNITS, AND

(IV) PROVIDE DEBT FINANCING FOR MODULAR AND FACTORY BUILD HOUSING MANUFACTURERS.

THE AVERAGE OF RENTS FOR PROJECTS FUNDED BY THE PROGRAM (CALCULATED BY ADDING TOGETHER THE MONTHLY RENT FOR ALL UNITS IN A PROJECT AND DIVIDING BY

THE NUMBER OF UNITS IN THE PROJECT) MUST BE AND REMAIN PERMANENTLY AFFORDABLE (MEANING THAT A HOUSEHOLD SHALL NOT BE REQUIRED TO SPEND MORE THAN 30% OF HOUSEHOLD INCOME ON RENT AND BASIC UTILITIES) FOR HOUSEHOLDS THAT ARE AT OR BELOW 60% OF THE AREA MEDIAN INCOME OF HOUSEHOLDS OF THAT SIZE IN THE TERRITORY OR JURISDICTION OF LOCAL GOVERNMENT IN WHICH THE HOUSING IS LOCATED, AS CALCULATED AND PUBLISHED FOR A GIVEN YEAR BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (THE AFFORDABILITY THRESHOLD); EXCEPT THAT WHERE THE PROGRAM IS A SECONDARY SOURCE OF FUNDING, THE AFFORDABILITY THRESHOLD REQUIRED BY THE PRIMARY FUNDING SOURCE, IF ANY, MAY BE OPERATIVE. DEBT FINANCING AND LOANS MADE BY THE PROGRAM SHALL BE MADE AT BELOW MARKET INTEREST RATES AS DETERMINED BY THE ADMINISTRATOR. RETURNS ON PROGRAM INVESTMENTS UP TO THE AMOUNT OF THE PROGRAM'S INITIAL INVESTMENT SHALL BE RETAINED IN THE PROGRAM AND REINVESTED BY THE ADMINISTRATOR IN THE PROGRAM ESTABLISHED IN THIS PARAGRAPH (C). RETURNS ON PROGRAM INVESTMENTS GREATER THAN THE PROGRAM'S INITIAL INVESTMENT SHALL BE RETAINED IN THE PROGRAM TO FUND THE TENANT EQUITY VEHICLE OF THE AFFORDABLE HOUSING EQUITY PROGRAM CREATED IN SUBSECTION (1)(b) OF THIS SECTION. AS DETERMINED BY THE ADMINISTRATOR, A MINIMUM OF 15% OF MONIES AND A MAXIMUM OF 35% OF MONIES TRANSFERRED TO THE OFFICE FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE ADMINISTRATOR MAY UTILIZE UP TO TWO PERCENT OF THE FUNDS IT RECEIVES FROM THE OFFICE FOR THE PROGRAM ANNUALLY TO PAY FOR THE COSTS OF ADMINISTERING THE PROGRAM.

(2) IN SELECTING INVESTMENTS TO BE MADE BY THE PROGRAMS OF SUBSECTION (1) OF THIS SECTION, THE ADMINISTRATOR SHALL PRIORITIZE PROJECTS THAT ACHIEVE HIGH-DENSITY HOUSING, MIXED-INCOME HOUSING, AND PROJECTS CONSISTENT WITH THE GOAL OF ENVIRONMENTAL SUSTAINABILITY, AS APPROPRIATE.

(3) THE DIVISION SHALL EXPEND THE MONEY TRANSFERRED TO THE SUPPORT FUND IN SECTION 29-32-103(1) TO SUPPORT THE FOLLOWING PROGRAMS ONLY:

(a) AN AFFORDABLE HOME OWNERSHIP PROGRAM ADMINISTERED BY THE DIVISION OR ONE OR MORE CONTRACTORS OF THE DIVISION. THE PROGRAM SHALL OFFER HOME OWNERSHIP DOWN-PAYMENT ASSISTANCE TO FIRST-TIME HOMEBUYERS AND SHALL PRIORITIZE ASSISTANCE, TO THE EXTENT PRACTICABLE, TO FIRST-GENERATION HOMEBUYERS. THE ASSISTANCE SHALL BE PROVIDED TO HOUSEHOLDS WITH INCOME LESS THAN OR EQUAL TO 120% OF THE AREA MEDIAN INCOME OF HOUSEHOLDS OF THAT SIZE IN THE TERRITORY OR JURISDICTION OF LOCAL GOVERNMENT IN WHICH THE HOUSING IS LOCATED, AS CALCULATED AND PUBLISHED FOR A GIVEN YEAR BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THE PROGRAM SHALL ALSO MAKE GRANTS OR LOANS TO NON-PROFITS AND COMMUNITY LAND TRUSTS TO SUPPORT AFFORDABLE HOME OWNERSHIP AND TO GROUPS OR ASSOCIATIONS OF MOBILE HOME OWNERS TO ASSIST THEM WITH THE PURCHASE OF A MOBILE HOME PARK PURSUANT TO SECTION 38-12-217. SAID GRANTS AND LOANS SHALL BE USED TO SUPPORT AFFORDABLE HOME OWNERSHIP FOR HOUSEHOLDS WITH INCOME LESS THAN OR EQUAL TO 100% OF THE

AREA MEDIAN INCOME OF HOUSEHOLDS OF THAT SIZE IN THE TERRITORY OR JURISDICTION OF LOCAL GOVERNMENT IN WHICH THE HOUSEHOLDS ARE LOCATED, AS CALCULATED AND PUBLISHED FOR A GIVEN YEAR BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL PRINCIPAL AND INTEREST PAYMENTS ON LOANS MADE UNDER THIS PARAGRAPH (a) SHALL BE PAID TO THE DIVISION AND USED BY THE ADMINISTRATOR FOR THE PURPOSES SET FORTH IN THIS SUBSECTION (3). UP TO 50% OF MONIES TRANSFERRED TO THE DIVISION FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE DIVISION SHALL DETERMINE HOW MUCH OF THE AVAILABLE FUNDING SHALL BE ALLOCATED TO EACH ASPECT OF THE PROGRAM. THE DIVISION MAY UTILIZE UP TO 5% OF THE FUNDS IT RECEIVES FROM THE FUND FOR THE PROGRAM ANNUALLY TO PAY FOR THE DIRECT AND INDIRECT COSTS OF ADMINISTERING THE PROGRAM.

(b) A PROGRAM SERVING PERSONS EXPERIENCING HOMELESSNESS TO BE ADMINISTERED BY THE DIVISION. THE PROGRAM SHALL PROVIDE RENTAL ASSISTANCE, HOUSING VOUCHERS, AND EVICTION DEFENSE ASSISTANCE, INCLUDING LEGAL, FINANCIAL, AND CASE MANAGEMENT, TO PERSONS EXPERIENCING HOMELESSNESS OR AT RISK OF EXPERIENCING HOMELESSNESS. THE PROGRAM SHALL ALSO MAKE GRANTS OR LOANS TO NON-PROFIT ORGANIZATIONS, LOCAL GOVERNMENTS OR PRIVATE ENTITIES TO SUPPORT THE DEVELOPMENT AND PRESERVATION OF SUPPORTIVE HOUSING FOR PERSONS EXPERIENCING HOMELESSNESS, AND OTHER HOMELESSNESS RELATED ACTIVITIES THE DIVISION DETERMINES CONTRIBUTE TO THE RESOLUTION OF OR PREVENTION OF HOMELESSNESS, INCLUDING HOUSING PROGRAMS PAID FOR BY NON-PROFIT

ORGANIZATIONS, LOCAL GOVERNMENTS OR PRIVATE ENTITIES ON A PAY FOR SUCCESS BASIS, MEANING AN ORGANIZATION, LOCAL GOVERNMENT OR PRIVATE ENTITY WOULD RECEIVE FINANCIAL SUPPORT FROM THE PROGRAM UPON ACHIEVING OBJECTIVES CONTRACTUALLY AGREED UPON WITH THE DIVISION. ALL PRINCIPAL AND INTEREST PAYMENTS ON LOANS MADE UNDER THIS PARAGRAPH (b) SHALL BE PAID TO THE DIVISION AND USED BY THE ADMINISTRATOR FOR THE PURPOSES SET FORTH IN THIS SUBSECTION (3). UP TO 45% OF MONIES TRANSFERRED TO THE DIVISION FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE DIVISION MAY UTILIZE UP TO 5% OF THE FUNDS IT RECEIVES FROM THE FUND FOR THE PROGRAM ANNUALLY TO PAY FOR THE DIRECT AND INDIRECT COSTS OF ADMINISTERING THE PROGRAM.

(c) A LOCAL PLANNING CAPACITY DEVELOPMENT PROGRAM ADMINISTERED BY THE DIVISION. THE PROGRAM SHALL PROVIDE GRANTS TO LOCAL GOVERNMENTS TO INCREASE THE CAPACITY OF LOCAL GOVERNMENT PLANNING DEPARTMENTS RESPONSIBLE FOR PROCESSING LAND USE, PERMITTING AND ZONING APPLICATIONS FOR HOUSING PROJECTS. UP TO 5% OF MONIES TRANSFERRED TO THE DIVISION FROM THE FUND ANNUALLY MAY BE USED FOR THE PROGRAM. THE DIVISION MAY UTILIZE UP TO 5% OF THE FUNDS IT RECEIVES FROM THE FUND FOR THE PROGRAM ANNUALLY TO PAY FOR THE DIRECT AND INDIRECT COSTS OF ADMINISTERING THE PROGRAM.

(5) IF THE LEGISLATIVE COUNCIL STAFF'S MARCH ECONOMIC AND REVENUE FORECAST IN ANY GIVEN YEAR PROJECTS REVENUE FOR THE NEXT STATE FISCAL YEAR WILL FALL BELOW THE REVENUE LIMIT IMPOSED UNDER SECTION 20 OF ARTICLE X OF THE

STATE CONSTITUTION, THE GENERAL ASSEMBLY MAY REDUCE THE FUNDING ALLOCATED TO THE OFFICE REQUIRED BY THIS SECTION FOR THE NEXT STATE FISCAL YEAR IN ORDER TO BALANCE THE STATE BUDGET FOR SAID STATE FISCAL YEAR.

29-32-105. Local government affordable housing commitments – three-year commitment cycle - expedited development approval process - eligibility for assistance from the fund. (1) (a) NOT LATER THAN NOVEMBER 1, 2023, THE GOVERNING BODY OF EACH LOCAL GOVERNMENT, OTHER THAN LOCAL HOUSING AUTHORITIES, DESIRING TO RECEIVE FUNDING UNDER THIS SECTION OR DESIRING TO MAKE AFFORDABLE HOUSING PROJECTS WITHIN ITS TERRITORIAL BOUNDARIES ELIGIBLE FOR FUNDING UNDER THIS SECTION SHALL MAKE AND FILE WITH THE DIVISION A COMMITMENT SPECIFYING HOW, BY DECEMBER 31, 2026, THE COMBINED NUMBER OF NEWLY CONSTRUCTED AFFORDABLE HOUSING UNITS AND EXISTING UNITS CONVERTED TO AFFORDABLE HOUSING, WITHIN ITS TERRITORIAL BOUNDARIES SHALL BE INCREASED BY THREE PERCENT EACH YEAR OVER THE BASELINE NUMBER OF AFFORDABLE HOUSING UNITS WITHIN ITS TERRITORIAL BOUNDARIES, DETERMINED AS PROVIDED IN SUBSECTION (1)(C) OF THIS SECTION.

(b) IN THE CASE OF A COUNTY, THE REQUIREMENTS OF THIS SUBSECTION (1) ONLY APPLY TO THE UNINCORPORATED AREAS OF THE COUNTY.

(C) THE BASELINE NUMBER OF AFFORDABLE HOUSING UNITS WITHIN THE TERRITORIAL BOUNDARIES OF A LOCAL GOVERNMENT, AS REFERENCED IN THIS SUBSECTION (1), SHALL BE DETERMINED BY THE LOCAL GOVERNMENT BY REFERENCE TO:

(I) THE 2017-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES PUBLISHED BY THE UNITED STATES CENSUS BUREAU. THE BASELINE NUMBER SHALL RESET FOR 2027, BASED ON THE 2020-2024 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES, EXPECTED TO BE PUBLISHED IN THE SPRING OF 2026 AND EVERY THIRD YEAR THEREAFTER WITH THE PUBLICATION OF THE CORRESPONDING AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES; OR

(II) THE MOST RECENTLY AVAILABLE COMPREHENSIVE HOUSING AFFORDABILITY STRATEGIES ESTIMATES PUBLISHED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; OR

(III) A WEB-BASED SYSTEM CREATED, MAINTAINED, AND UPDATED BY THE DIVISION WITH THE ESTIMATES SPECIFIED IN SUBSECTION (1)(C)(I) OF THIS SECTION, OR IF THE DIVISION FINDS THAT THE ESTIMATES SPECIFIED IN SAID SUBSECTION (1)(C)(I) WOULD BE IMPRACTICAL OR DELETERIOUS TO THE EFFICACIOUS IMPLEMENTATION OF THIS SECTION, AN ALTERNATIVE SOURCE OF ESTIMATES THAT THE DIVISION FINDS TO BE APPROPRIATE.

(d) BY NOVEMBER 1, 2026 AND BY NOVEMBER 1ST OF EACH SUBSEQUENT YEAR IN WHICH THE BASELINE RESETS, THE GOVERNING BODY OF EACH LOCAL GOVERNMENT, OTHER THAN LOCAL HOUSING AUTHORITIES, DESIRING TO RECEIVE FUNDING UNDER THIS SECTION OR DESIRING TO MAKE AFFORDABLE HOUSING PROJECTS WITHIN ITS TERRITORIAL BOUNDARIES ELIGIBLE FOR FUNDING UNDER THIS SECTION SHALL MAKE AND FILE WITH THE DIVISION A COMMITMENT SPECIFYING HOW, BY DECEMBER 31 OF THE

THIRD YEAR THEREAFTER, THE COMBINED NUMBER OF NEWLY CONSTRUCTED AFFORDABLE HOUSING UNITS AND EXISTING UNITS CONVERTED TO AFFORDABLE HOUSING, WITHIN ITS TERRITORIAL BOUNDARIES SHALL BE INCREASED BY THREE PERCENT EACH YEAR OVER THE BASELINE NUMBER OF AFFORDABLE HOUSING UNITS WITHIN ITS TERRITORIAL BOUNDARIES DETERMINED AS PROVIDED IN SUBSECTION (1)(C) OF THIS SECTION.

(e) IN DRAFTING AND ENACTING COMMITMENTS UNDER THIS SUBSECTION (1) LOCAL GOVERNMENTS SHOULD PRIORITIZE HIGH-DENSITY HOUSING, MIXED-INCOME HOUSING, AND PROJECTS CONSISTENT WITH THE GOAL OF ENVIRONMENTAL SUSTAINABILITY, WHEN APPROPRIATE, AND SHOULD PRIORITIZE AFFORDABLE HOUSING IN COMMUNITIES IN WHICH LOW CONCENTRATIONS OF AFFORDABLE HOUSING EXIST.

(2)(a) IN ORDER TO RECEIVE FINANCIAL ASSISTANCE UNDER THIS ARTICLE, OR FOR AFFORDABLE HOUSING PROJECTS WITHIN A MUNICIPALITY, A CITY AND COUNTY, OR THE UNINCORPORATED AREA OF A COUNTY TO BE ELIGIBLE FOR FUNDING, THE LOCAL GOVERNMENT, OTHER THAN A LOCAL AFFORDABLE HOUSING AUTHORITY, MUST ESTABLISH PROCESSES TO ENABLE IT TO PROVIDE A FINAL DECISION ON ANY APPLICATION FOR A SPECIAL PERMIT, VARIANCE, OR OTHER DEVELOPMENT PERMIT, EXCLUDING SUBDIVISIONS, OF A DEVELOPMENT PROJECT FOR WHICH FIFTY PERCENT OR MORE OF THE RESIDENTIAL UNITS IN THE DEVELOPMENT CONSTITUTE AFFORDABLE HOUSING NOT MORE THAN NINETY CALENDAR DAYS AFTER SUBMISSION OF A COMPLETE APPLICATION, REFERRED TO HEREIN AS A "FAST-TRACK APPROVAL PROCESS."

(b) A LOCAL GOVERNMENT'S FAST-TRACK APPROVAL PROCESS MAY INCLUDE AN OPTION TO EXTEND THE REVIEW PERIOD FOR AN ADDITIONAL NINETY DAYS AT THE REQUEST OF A DEVELOPER, FOR COMPLIANCE WITH STATE LAW OR COURT ORDER, OR FOR A REVIEW PERIOD REQUIRED BY ANOTHER LOCAL GOVERNMENT OR AGENCY, WITHIN THE LOCAL GOVERNMENT OR OUTSIDE, FOR ANY COMPONENT OF THE APPLICATION REQUIRING THAT GOVERNMENT'S OR AGENCY'S APPROVAL.

(c) A LOCAL GOVERNMENT'S FAST-TRACK APPROVAL PROCESS MAY INCLUDE EXTENSIONS TO ALLOW FOR THE SUBMISSION OF ADDITIONAL INFORMATION OR REVISIONS TO AN APPLICATION IN RESPONSE TO REQUESTS FROM THE LOCAL GOVERNMENT. SUCH EXTENSIONS SHALL NOT EXCEED THE AMOUNT OF TIME FROM THE REQUEST TO THE SUBMISSION OF THE APPLICANT'S RESPONSE PLUS THIRTY DAYS. APPLICANTS SHALL PROVIDE SUCH ADDITIONAL INFORMATION OR RESPONSES PROMPTLY AND SHALL, WHENEVER PRACTICABLE, PROVIDE A RESPONSE WITHIN FIVE BUSINESS DAYS.

(d) NOTHING IN THIS SUBSECTION (2) SHALL BE INTERPRETED AS REQUIRING AN AFFORDABLE HOUSING DEVELOPER TO UTILIZE A FAST-TRACK APPROVAL PROCESS.

(3) (a) BEGINNING IN 2027, TO BE ELIGIBLE UNDER THIS ARTICLE FOR DIRECT FUNDING, OR FOR AFFORDABLE HOUSING PROJECTS WITHIN A LOCAL GOVERNMENT'S TERRITORIAL BOUNDARIES TO BE ELIGIBLE FOR FUNDING, LOCAL GOVERNMENTS, OTHER THAN LOCAL HOUSING AUTHORITIES, MUST SATISFY BOTH THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION TO COMMIT TO AND ACHIEVE ANNUAL INCREASES IN

THE NUMBER OF AFFORDABLE HOUSING UNITS WITHIN THEIR TERRITORIAL BOUNDARIES, AND THE REQUIREMENTS OF SUBSECTION (2) OF THIS SECTION TO IMPLEMENT A SYSTEM TO EXPEDITE THE DEVELOPMENT APPROVAL PROCESS FOR AFFORDABLE HOUSING PROJECTS.

(b)(I) IF A LOCAL GOVERNMENT MAKES AND FILES WITH THE DIVISION THE COMMITMENT REQUIRED BY SUBSECTION (1) OF THIS SECTION BY NOVEMBER 1, 2023, IT SHALL BE DEEMED TO HAVE SATISFIED THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION THROUGH DECEMBER 31, 2026.

(II) IF A LOCAL GOVERNMENT MAKES AND FILES WITH THE DIVISION THE COMMITMENT REQUIRED BY SUBSECTION (1) OF THIS SECTION BY NOVEMBER 1, 2026, OR BY NOVEMBER 1ST OF A SUBSEQUENT YEAR IN WHICH THE BASELINE RESETS, AND IT MET ITS COMMITMENT TO INCREASE AFFORDABLE HOUSING MADE UNDER SUBSECTION (1) OF THIS SECTION FOR THE PREVIOUS THREE-YEAR CYCLE, IT SHALL BE DEEMED TO HAVE SATISFIED THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION THROUGH THE END OF THE CURRENT THREE-YEAR CYCLE.

(III) IF A LOCAL GOVERNMENT, OTHER THAN A LOCAL HOUSING AUTHORITY, FAILS TO MAKE AND FILE WITH THE DIVISION THE COMMITMENT REQUIRED BY SUBSECTION (1) OF THIS SECTION BY NOVEMBER 1, 2023, OR BY NOVEMBER 1ST OF A SUBSEQUENT YEAR IN WHICH THE BASELINE RESETS, IT SHALL BE INELIGIBLE TO RECEIVE FINANCIAL ASSISTANCE FROM THE DIVISION OR ADMINISTRATOR DURING THE FOLLOWING CALENDAR YEAR.

(IV) IF A LOCAL GOVERNMENT FAILS TO MEET ITS COMMITMENT TO INCREASE AFFORDABLE HOUSING MADE AND FILED PURSUANT TO SUBSECTION (1) OF THIS SECTION FOR ANY THREE-YEAR CYCLE, IT SHALL BE INELIGIBLE TO RECEIVE FINANCIAL ASSISTANCE FROM THE DIVISION OR ADMINISTRATOR DURING THE FIRST CALENDAR YEAR OF THE NEXT THREE-YEAR CYCLE.

(V) AN INELIGIBLE LOCAL GOVERNMENT MAY APPLY FOR A SUBSEQUENT YEAR WITH A NEW COMMITMENT UNDER SUBSECTION (1) OF THIS SECTION FOR THE BALANCE OF THE THEN-CURRENT THREE-YEAR CYCLE.

(VI) A DEVELOPER, WHETHER FOR-PROFIT OR NONPROFIT, OR A LOCAL GOVERNMENT DEVELOPING AN AFFORDABLE HOUSING PROJECT WITHIN THE TERRITORIAL BOUNDARIES OF A LOCAL GOVERNMENT THAT FAILS TO MEET THE REQUIREMENTS OF SUBSECTION (1) OR (2) OF THIS SECTION SHALL BE INELIGIBLE TO RECEIVE FINANCIAL ASSISTANCE FROM THE DIVISION OR ADMINISTRATOR. NOTWITHSTANDING THIS RESTRICTION, A PROJECT WITHIN THE TERRITORIAL BOUNDARIES OF AN ELIGIBLE MUNICIPALITY SHALL BE ELIGIBLE FOR FUNDING EVEN IF THE COUNTY IN WHICH THE PROJECT IS LOCATED IS INELIGIBLE.

(VII) INELIGIBLE LOCAL GOVERNMENTS AND DEVELOPERS OF PROJECTS IN INELIGIBLE LOCAL GOVERNMENT JURISDICTIONS SHALL NOT BE REQUIRED TO PAY BACK TO THE DIVISION OR THE ADMINISTRATOR MONEY PAID TO THEM UNDER THIS ARTICLE PRIOR TO INELIGIBILITY.

(d) THE DIVISION SHALL BE RESPONSIBLE FOR DETERMINING COMPLIANCE WITH THIS SECTION. FOR THE PURPOSE OF CALCULATING WHETHER A LOCAL GOVERNMENT HAS MET THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION, A NEW RESIDENTIAL HOUSING UNIT IS TO BE COUNTED AT THE TIME IT IS PERMITTED RATHER THAN THE TIME IT IS CONSTRUCTED. AN EXISTING HOUSING UNIT NEWLY QUALIFYING AS AFFORDABLE HOUSING IS TO BE COUNTED AT THE TIME IT IS PERMITTED AND FULLY FUNDED RATHER THAN AT THE TIME THE CONVERSION IS COMPLETED. FOR THE PURPOSE OF CALCULATING WHETHER A LOCAL GOVERNMENT HAS MET THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION, IN ADDITION TO AFFORDABLE HOUSING GROWTH ACHIEVED THROUGH THE PROGRAMS IN THIS ARTICLE, ANY NEW DEED RESTRICTED AFFORDABLE HOUSING, NEWLY CONSTRUCTED OR CONVERTED TO AFFORDABLE, WITHIN A LOCAL GOVERNMENT'S TERRITORIAL BOUNDARIES SHALL BE COUNTED TOWARD THE LOCAL GOVERNMENT'S GROWTH REQUIREMENT. AFFORDABLE HOUSING GROWTH IN ANOTHER JURISDICTION RESULTING DIRECTLY FROM A LOCAL GOVERNMENT'S FUNDING OF SUCH AFFORDABLE HOUSING IN COOPERATION WITH ANOTHER LOCAL GOVERNMENT SHALL BE ATTRIBUTED TO A LOCAL GOVERNMENT IN PROPORTION TO THE FUNDING PROVIDED BY THE LOCAL GOVERNMENT TO SUCH HOUSING.

29-32-106. Maintenance of effort. FOR ANY STATE FISCAL YEAR IN WHICH MONEY IS APPROPRIATED FROM THE FUND IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE, ANY SUCH MONEY APPROPRIATED MUST SUPPLEMENT AND SHALL NOT

SUPPLANT THE LEVEL OF GENERAL FUND AND CASH FUND APPROPRIATIONS FOR AFFORDABLE HOUSING PROGRAMS AS OF STATE FISCAL YEAR 2022-23.

RESOLUTION 2023 - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTROSE EXPRESSING THE CITY'S INTENTION TO COMMIT TO THE LOCAL JURISDICTIONAL REQUIREMENTS OF COLORADO STATE PROPOSITION 123 AS PASSED BY THE PEOPLE OF COLORADO

WHEREAS, the people of Colorado passed Proposition 123 ("Prop 123") to establish a Statewide Affordable Housing Fund as now set forth under Colorado Revised Statute Title 29, Article 32; and

WHEREAS, Prop 123 uses state revenue collected pursuant to Article 22 on one-tenth of one percent (0.1%) of federal taxable income, as modified by state law, for the purposes of creating and supplying affordable housing to individuals meeting the criteria set forth in the statute; and

WHEREAS, the fund created will provide loans and grants to local governments, non-profits, land trusts, housing authorities and private developers to fund a variety of programs as managed by the respective state agency; and

WHEREAS, the proposition requires jurisdictions to opt-in in order to release the funds by declaring a three-year commitment; and

WHEREAS, the City Council recognizes the need for more affordable housing within its jurisdiction and the opportunity to release funds for use by the City and/or other community partners by opting in to Proposition 123 funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, THAT:

Section 1. The City Council affirms the City's commitment, under C.R.S Title 29, Art. 32, to increase the affordable housing stock by 3% each year or 9% in total for the next 3 years.

Section 2. The City Manager, or designee will file the City's commitment with the State Division of Housing.

Section 3. The City Manager or designee will report the City's compliance to the City Council through annual reports, and report compliance to the State Administrator of this program through the process defined by the statute.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Montrose, this 15th day of August, 2023.

CITY OF MONTROSE, COLORADO

____
Barbara Bynum, Mayor

ATTEST

____
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
OFFICE OF THE CITY MANAGER

Stay here. Play everywhere. MONTROSE COLORADO

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

UPDATED SUMMARY SHEET
Applicant: Clay Bales
Property: The Rathbone Hotel
33 S Cascade Ave
Montrose CO 81401

Total Project Costs: $6,650,000

Original TIF Eligible Expenses: $893,750	
Masonry (Historic)	$720,570
Historic Windows (Above Standard Window Cost)	$70,000
Fire Suppression	$53,900
Exterior Improvements (Sidewalk, Landscaping, etc.)	$49,280
ADDITONAL TIF ELIGIBLE EXPENSES	
Asbestos Mitigation	$215,000
Masonry (Historic)	$19,845
Fire Suppression	$23,569
Non-Structural Metal Framing (Historical Features)	$129,822
Historic Windows (Above Standard Window Cost)	$13,300
Restore to Historical Storefront	$155,250
NEW TOTAL ELIGIBLE EXPENSES	**$1,450,536**
Initial Award	**$500,181**
Additional Request (Proposed Paid Through ARPA)	**$556,786***
Percent of Total Project w/o Asbestos	**12.66%**

The original construction project budget was $4,500,000 as approved by the bank and after cost saving measured taken in December of 2022. The new construction budget is $5,134,076. This includes $215,000 in asbestos and mold remediation.

They are unable to borrow any further on the current project as they have already secured a $2,000,000 construction loan for City Hall. Approving these incentives will allow them to move forward on the purchase of City Hall at the agreed upon time.

*$215,000 in Asbestos and Mold Remediation is included

Owner Contribution: $2,000,000
Traditional Loan Funding: $3,300,000
Region 10 Funding: $400,000

Jobs Created: 12
Yearly Budget for Salary: $375,000
Total Yearly Projected Revenue: $1,250,000

From: Scott Stryker <Scott@strykerco.net>
Date: Tuesday, July 11, 2023 at 6:37 PM
To: Anthony Russo <arusso@ci.montrose.co.us>, William Reis <wreis@cityofmontrose.org>, KM Clay Bales <clay.bales@kmhotels.com>, jay@telluride-colorado.com <jay@telluride-colorado.com>
Cc: Mark Clutts <mark@strykerco.net>, Jimmy Merritt <Jimmy@strykerco.net>
Subject: FW: 22064 Rathbone - Budget Comparison

Anthony,

Per your request find the attached budget comparison showing three distinct costs. First, the original budget done early in design. The second, is the cost to build this project to the current boutique design. The third cost is where we stand as a team with best efforts to value engineer the costs of the building, while attempting to keep the same boutique feel of the hotel.

If you review the attached file, you will see that our cost escalations really fall into two different buckets.

First, the completion of the design. With further design from November to now, we have a relatively complete design, that includes fixtures and finishes, that were not clear during our initial budgeting on this project. Additionally, we are still waiting on historical approval at both a state and federal level, which will allow the design to be finalized and allow us to complete our pricing.

Second, unforeseen conditions. Neither the Owners, or Stryker and Company could foresee the abatement, structural and civil improvement costs that this building would require, without time and evaluation. We have had that time and have had that evaluation, and have found that there are significant structural upgrades that are required, multiple abatement scopes that must be performed, and civil improvements that must be addressed, all of which are to make the building code compliant.

As we have dealt with the two issues laid out above, we still have one lingering issue, the market. As we all know, the western slope of Colorado is still extremely busy. Representation is not as good as we would like, and most subcontractors are still extremely busy, which has driven up costs.

As we navigate through these increases, collectively the team has looked at the finishes that could be changed, what could be deleted and how the design could be changed, to assist the project budget, while trying to keep the intent of the design, without sacrificing the project. To that end, we have removed some lofts from the second floor, keeping only two. We have removed the elevator, and made all the ADA accessible units on the ground floor. We have and continue to look at the value engineering of finish selections, such as light fixtures, plumbing fixtures, and floorings. Tubs have been removed from most units, but to offset that loss, we have increased the shower sizes to keep with the feel of what this hotel design. Tile selections are being reviewed, to lessen the cost of the tile, without large sacrifice to aesthetics.

In addition to value engineering, Stryker and Company, Inc has reduced its fee to also be a part of the solution, to make this vision become a reality.

Stryker and Company, the owners, and the design team, are committed to making this project happen, and are exploring different avenues to keep this project moving forward, for the betterment of Downtown Montrose.

SCOTT STRYKER
Owner/President

PHONE: 970-964-4434
MOBILE: 970-209-5138
EMAIL: scott @strykerco.net

236 S. 3RD St., #319
Montrose, CO 81401

Stryker & Company Inc.
236 S. Third St., #319
Montrose, CO 81401
(970)-964-4434 Phone

Based on drawings dated: on current information as of 6-14-23	BLDG. SQ. FT. 12100	BLDG. SQ. FT. 12100	BLDG. SQ. FT. 12100	7/6/2023 VE Pricing Notes	7/6/2023 Per Design Pricing Notes
	V.E. Pricing 7/6/2023	Pricing per Design	30% SD plans Nov 2022 Budget	VE SCOPE Comments	Base Scope
1 General Conditions	$ 319,006.00	$ 319,006.00	$ 298,006.00		Includes $20k to cover County's portion of taxes on bulding permit
2 Existing Conditions	$ 215,251.23	$ 248,851.23	$ 28,000.00	VE abatement, complying with Title 8 Regs.	Includes Asbestos abatement in roof, walls and mold abatement in crawlspace
3 Structural Concrete	$ 62,160.00	$ 62,160.00	$ 160,000.00	Less Concrete scope than original design	
4 Masonry	$ 740,415.00	$ 740,415.00	$ 720,570.00		Masonry scope expanded in concealed conditions
5 Metals	$ 245,578.75	$ 245,578.75	$ 235,000.00		
6 Woods, Plastics, and Composites	$ 179,872.00	$ 179,872.00	$ 374,500.00	VE for Wainscot	Decreased by going to steel studs
7 Insualtion	$ 127,823.85	$ 127,823.85	$ 63,000.00		Updated plans and new energy code requirements
7 Roofing & Accessories	$ 185,250.00	$ 185,250.00	$ 185,250.00		
7 Flashing & Sheet Metal	$ 12,180.00	$ 12,180.00	$ 10,500.00		
7 Caulking & Sealants	$ 4,900.00	$ 4,900.00	$ 4,900.00		
8 Doors	$ 104,160.00	$ 104,160.00	$ 84,000.00		
8 Storefront	$ 194,250.00	$ 194,250.00	$ 39,000.00		Allowance went from $35k to $185k Still don't have approved design that meets tax credit criteria
8 Windows	$ 153,300.00	$ 153,300.00	$ 140,000.00		
8 Glazing	$ 9,100.01	$ 9,100.01	$ 9,100.01		
9 Non-Structural Metal Framing	$ 141,862.35	$ 141,862.35	$ 12,040.00		Metal Framing verses wood framing (original)
9 Drywall	$ 318,580.50	$ 318,580.50	$ 234,500.00		Current design with fire rating design
9 Tile	$ 73,649.52	$ 183,330.00	$ 168,000.00	VE Tile Selections	Tile per the plans
9 Ceiling Systems	$ 91,140.00	$ 91,140.00	$ 86,800.00		
9 Floor Coverings	$ 87,847.73	$ 129,847.73	$ 105,000.00	VE Flooring including Tile, Reduction in tile by removing tubs, change from Hardwood to LVT in more areas	Woodfloor, cpt and tile
9 Painting & Specialty Coatings	$ 93,687.30	$ 93,687.30	$ 147,500.00		Painting went down
10 Specialties	$ 18,900.00	$ 18,900.00	$ 18,900.00		
11 Equipment	$ -	$ -	$ -		
12 Furnishings	$ 90,300.00	$ 90,300.00	$ 90,300.00		
14 Conveying Equipment	$ -	$ -	$ 79,940.00	Elevator was removed due to costs	Elevator is taken out
21 Fire Supression	$ 77,469.00	$ 77,469.00	$ 53,900.00		Originally was just crawlspace - full sprinkler now. Final Design coming from contractor
22 Plumbing	$ 255,357.90	$ 370,291.95	$ 288,680.00	VE with Plumbing, including removal of claw foot tubs, changes in water piping systems	Includes all fixtures per plans and specs
23 HVAC	$ 397,845.00	$ 397,845.00	$ 367,080.00		
26 Electrical	$ 386,925.00	$ 425,250.00	$ 266,000.00	VE with Lighting Fixtures, changing from specified to alternate fixtures	Current pricing, plans, and fixture specifications
27 Communications	$ 10,500.00	$ 10,500.00	$ 10,500.00		
28 Electronic Safety & Security	$ 28,336.41	$ 28,336.41	$ 11,900.00		
31 Earthwork	$ 171,137.05	$ 171,137.05	$ 175,000.00		
32 Exterior Improvements	$ 49,280.00	$ 49,280.00	$ 49,280.00		
33 Site Utilities	$ 54,250.00	$ 54,250.00	$ 28,000.00		Includes $25k for fire line allowance $28k for sewer allowance
Construction Cost Sub Total	$ 4,900,314.60	$ 5,238,854.13	$ 4,586,446.00		
BONDING AND INSURANCE					
1 PAYMENT AND PERFORMANCE BONDS	$ -	$ -	$ -		
1 Builders Risk	$ 6,825.00	$ 6,825.00	$ 6,825.00		
1 Professional Liability and/or Increased Liability Coverage	$ -	$ -	$ -		
1 Additional warranty period (2yrs total)	$ -	$ -	$ -		
** OTHER CONSTRUCTION COSTS					
1 Building Permit	$ 21,000.00	$ 21,000.00	$ -		$20,000 allowance for taxes to cover county portion of building permit. City to cover Building permit, tap fees and city's portion of building permit taxes
1 Utility connection Fees	$ 50,000.00	$ 50,000.00	$ -		DMEA Utility fee Allowance
CONTRACTORS FEE	$ 183,761.80	$ 196,457.03	$ 229,322.30	Stryker Reduced Fees from 5% to 3.75%	
TOTAL CONTRACT AMOUNT	$ 5,134,076.40	$ 5,485,311.16	$ 4,815,768.30		
Cost per Sq. Ft	$ 424.30	$ 453.33	$ 283.28		
Owners contingency for unforeseen conditions	$ 300,000.00	$ 329,118.67	$ 481,576.83		
TOTAL W/ SUGGESTED CONTINGENCY	$ 5,442,120.98	$ 5,814,429.83	$ 5,297,345.13		
Cost per Sq. Ft	$ 449.76	$ 480.53	$ 311.61		
VE OPTIONS & Other Discussion Items	Savings	Savings	Increases		

Historic City Hall Sale

Proposed Contract Amendment Language

The Parties agree Closing shall be extended to August 15, 2024. Buyer may, at its option, elect to close earlier than said date by giving not less than thirty-five (35) days' advanced written notice of such to Seller.

Seller shall retain the right to possess and use the Property as it sees fit during this and any other extension of this contract. Any leasehold granted by Seller shall be for a month-to-month term or less.

Any <u>objection</u> deadlines which have yet to run shall be reset to thirty (30) days prior to the Closing date, as amended; any remaining <u>resolution</u> deadlines shall be reset to twenty-five (25) days prior to the Closing date, as amended; and any remaining <u>termination</u> deadlines shall be reset to twenty (20) days prior to the Closing date, as amended. <u>Any other</u> pre-Closing deadlines not covered by the foregoing (with the exception of the interest rate lock) shall be reset to twenty (20) days prior to the Closing date, as amended.

The <u>interest rate lock</u> shall remain set for seven (7) days prior to Closing, as amended.

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: August 15, 2023
RE: Seasons Rezone (RZ22-0093)

ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Photos of Project Area
- Exhibit C: Zoning Code Excerpt
- Exhibit D: General Project Report dated 11/7/2022 (From Applicant)

Public notice requirements have been fulfilled in accordance with Section 4-4-31(D) of the City of Montrose Municipal Code. A sign was posted on the property, letters sent to property owners within 100 feet, and an ad appeared in the Montrose Daily Press.

City Council Consideration:
City Council is considering approval of the Seasons Rezone located near the northeast corner of Miami Road and Hillcrest Drive. City Council will consider all of the information in this memo in making a decision.

Applicant: AMG & Associates, LLC

Application Background:
The proposal is to rezone two portions of the Seasons Subdivision, as well as associated rights-of-way, to the "R-4" High Density District. The Planning Commission heard this item at their November 30, 2022 meeting and voted to recommend approval with a vote of 4-3. One portion is located north and east of Pennsylvania St. This is a portion of Outlot B of the Seasons Subdivision PD Plan Filing No. 1, Less Lots 16, 17, 18, 19, and Outlot A of Reception #868305,

and Lot 1C of Reception #799557, and is currently split-zoned “R-3A” Medium High Density District and “R-4” High Density District. The property currently zoned “R-3A” is more particularly described as follows:

A tract of land situated in SW1/4NW1/4 Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at a point N68°38'52"E 1257.40 feet from the West 1/4 corner of said Section 26;
Thence N87°56'43"W 253.05 feet;
Thence N01°36'17"E 106.25 feet;
Thence N87°56'43"W 99.06 feet;
Thence 26.31 feet along the arc of a curve to the left with a radius of 75.00 feet, an interior angle of 20°05'56" and a chord of S82°00'19"W 26.17 feet;
Thence S71°57'21"W 12.89 feet;
Thence N01°36'16"E 239.66 feet;
Thence N55°21'50"E 36.40 feet;
Thence S77°41'53"E 153.56 feet;
Thence N49°08'13"E 34.86 feet;
Thence N06°47'47"E 71.96 feet;
Thence N24°56'17"E 104.99 feet;
Thence N48°21'22"E 143.62 feet;
Thence S80°14'34"E 66.34 feet;
Thence S44°30'03"E 166.10 feet;
Thence N38°46'01"E 8.16 feet;
Thence S01°20'42"W 59.01 feet;
Thence S22°20'04"W 129.31 feet;
Thence S23°24'32"E 67.09 feet;
Thence N88°39'37"W 93.01 feet;
Thence N01°20'23"E 11.08 feet;
Thence N88°39'37"W 158.57 feet;
Thence S01°20'23"W 117.00 feet;
Thence S87°56'43"E 93.99 feet;
Thence S00°56'03"W 50.01 feet;
Thence S43°18'10"E 20.26 feet;
Thence S01°20'23"W 92.02 feet to the Point of Beginning.
Containing 4.31 Acres more or less as described.

The second portion is northeast of the intersection of S Hillcrest Dr and Miami Rd. This portion consists of Lots 1C, 2C, 3C, 4C, 6C, and 7C, as well as adjacent rights of way. The property is currently zoned “B-4” Neighborhood Shopping District, and is more particularly described as follows:

A tract of land situated in SW1/4NW1/4 Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at a point on the South line of the SW1/4NW1/4 Section 26, said point being S88°30'47"E 107.28 feet from the West 1/4 corner of said Section 26;
Thence N19°27'35"W 209.69 feet;
Thence 181.25 feet along the arc of a curve to the right with a radius of 498.22 feet, an interior angle of 20°50'40" and a chord of N09°02'15"W 180.26 feet;
Thence N01°23'05"E 287.35 feet;
Thence S88°09'55"E 228.55 feet;
Thence S01°36'16"W 18.69 feet;
Thence S88°23'44"E 99.68 feet;
Thence S01°50'05"W 36.64 feet;
Thence N88°23'44"W 25.19 feet;
Thence S01°36'16"W 50.00 feet;
Thence 6.81 along the arc of a curve to the left with a radius of 175.00, an interior angle of 02°13'50" and a chord of N89°30'39"W 6.81 feet;
Thence S01°36'16"W 270.79 feet;
Thence S88°23'44"E 125.00 feet to a point on the West boundary shown at Reception No. 868305;
Thence the following course along said boundary S01°36'16"W 283.00 feet;
Thence N88°23'44"W 311.33 feet to the Point of Beginning.
Containing 4.92 Acres more or less as described.

In total, the area being rezoned is 9.23 acres. Per the Applicant, the property is being planned for a multi-family development. Both the existing zones (B-4 and R-3A) allow for multi-family uses, but at a slightly lesser density than the proposed R-4 district. The current zoning of the property would allow for a maximum of 164 total units, whereas the proposed rezone would allow for a maximum of 195 units. Per the Applicant, and as reflected in Exhibit D, the rezone is being requested because market conditions and construction costs require higher density to make the project financially feasible.

Proposed Zoning: "R-4" High Density District
Staff Analysis:
1. Municipal Code, Section, 4-4-29(A), Rezoning.

"Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:

a) The amendment is not adverse to the public health, safety and welfare; and
b) The amendment is in substantial conformity with the master plan or,
   i. The existing zoning is erroneous, or
   ii. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned."

2. The City Council should consider the merits of the proposed rezone only and make a decision based on whether it should be rezoned to"R-4" High Density District. The current zoning is "R-3A" Medium High Density District and "B-4" Neighborhood Shopping District.
   - Zoning Regulations. The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences. (Section 4-4-8)
   - Exhibit C includes an excerpt from the Municipal Code showing uses by right in the "R-4" High Density District.

3. This property is immediately adjacent to properties that are zoned "R-2" Low Density District, "R-3A" Medium High Density District, "R-4" High Density District, "R-6" Medium Density/Manufactured Housing District, "MHR" Manufactured Housing Residential District, "P" Public District, and property outside of City limits.

4. General Conformance with the Comprehensive Plan:
   - The Comprehensive Plan Future Land Use Map (Chapter 5) designates the areas to be rezoned as Residential Mixed Density Medium and Neighborhood Center. The Residential Mixed Density Medium district provides for a variety of residential types mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The Neighborhood Center district is intended for small mixed-use commercial uses such as limited convenience shopping, office and professional services, and public facilities.
   - Goal LU (Land Use) 3: Infrastructure: Manage growth to ensure sufficient and fiscally responsible infrastructure while minimizing future City operation and maintenance costs.
     a) Objective 3.1: Plan for a sustainable variety of land uses, densities, and regulations that meet the demand for each type of use and provide a compatible transition between land uses.

b) Objective 3.6: Encourage compact and contiguous development in growth-efficient areas (in close proximity to existing streets, utilities, and public services) within the Urban Growth Boundary, including infill and redevelopment of older neighborhoods.

- 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.
- Goal HN (Housing & Neighborhoods) 1: Housing Variety. Encourage a variety of housing types, tenure, and density to meet the needs of the community.
  a) 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.
  b) Objective 1.2 Encourage a variety of housing densities (low, medium, high) throughout the community, including mixed-density neighborhoods.
- Goal HN (Housing & Neighborhoods) 2: Affordable Housing. Increase access to affordable housing.
  a) Objective 2.1 Encourage a mix of housing price ranges, thereby providing choices for residents of all incomes and ages.
  b) Objective 2.2 Offer incentives and information to encourage affordable housing in new developments.
  c) Objective 2.3 Support and work with housing agencies, organizations, private developers, and businesses to increase the amount of workforce housing.
- As reflected above, Staff finds that the proposed zoning meets numerous goals and objectives of the Comprehensive Plan.

5. The “R-4” zoning designation does not appear to be adverse to the public health, safety and welfare, and is consistent with Municipal Code requirements, zoning in the surrounding area, and the Comprehensive Plan.

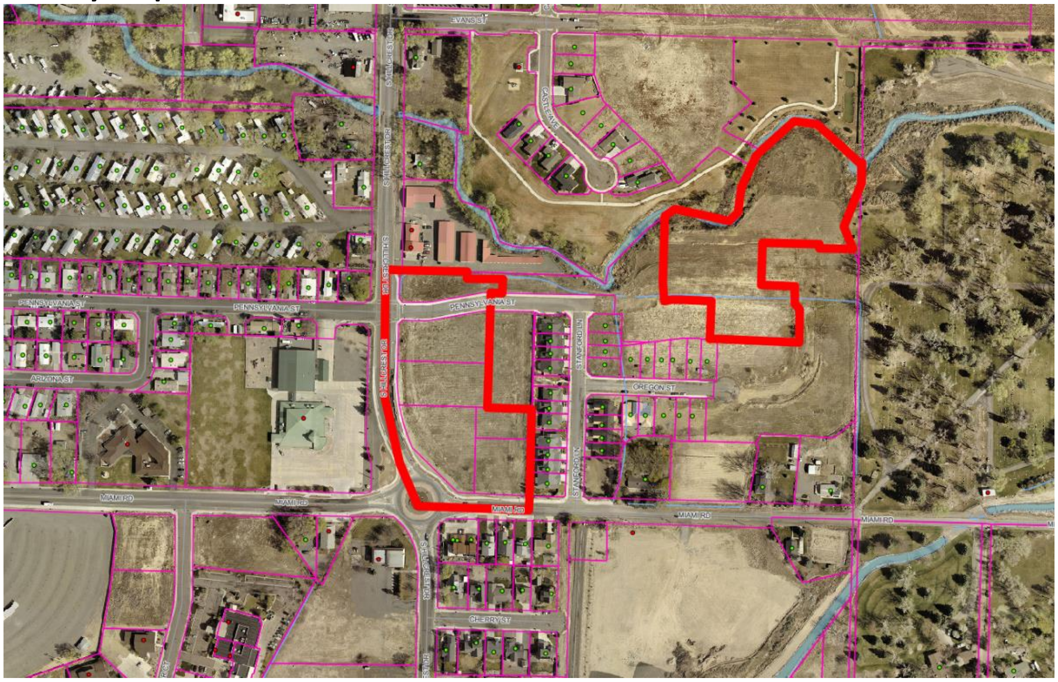
Recommendation:
Staff and the Planning Commission have found that the rezone criteria have been met; the request is in compliance with the Comprehensive Plan; it is compatible with existing uses in the surrounding area; and therefore, recommends approval of the "R-4" High Density District.

City Council Options:

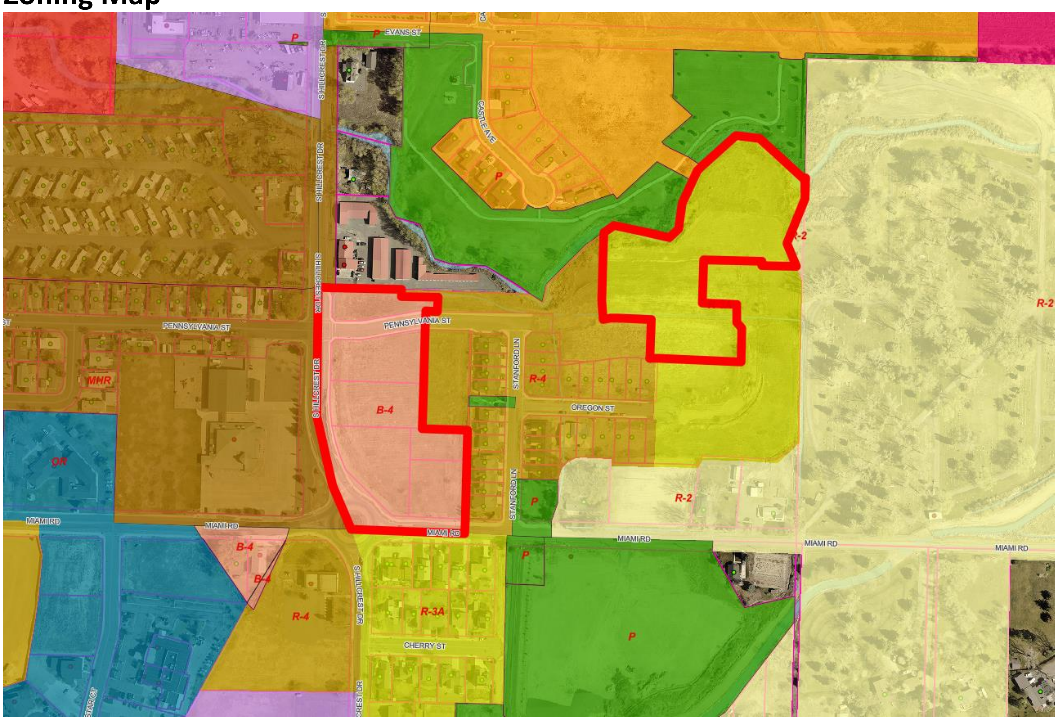
1. Accept the Planning Commission recommendation and approve the rezone.

2. Deny the request for a rezone and schedule a de novo hearing. The hearing date should be established in consultation with the City Attorney.

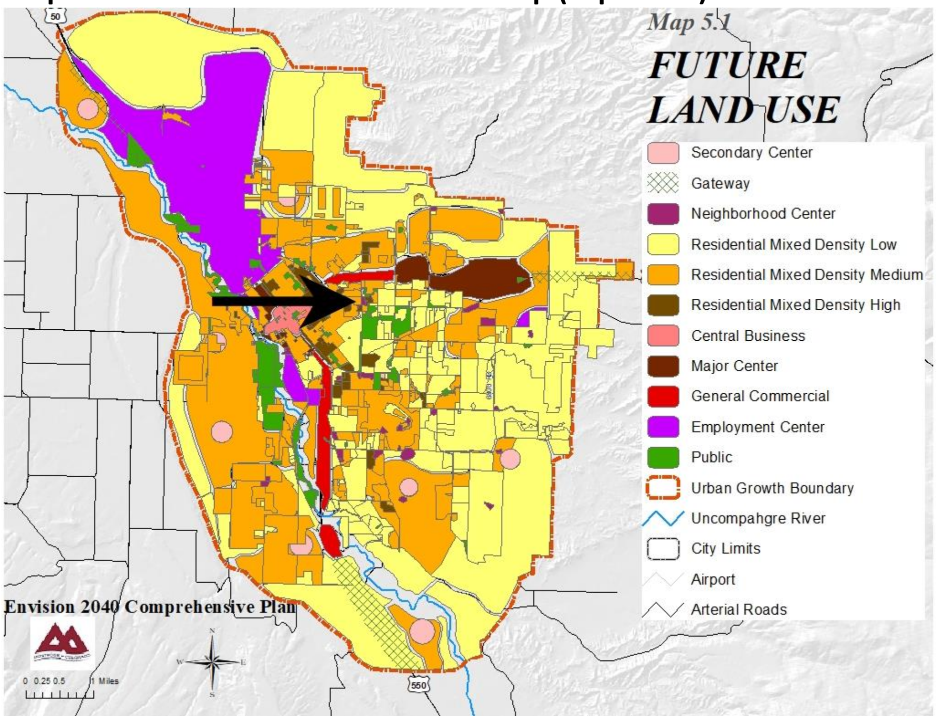
EXHIBIT A: Maps
Vicinity Map



Zoning Map



Comprehensive Plan Future Land Use Map (Expanded)



Comprehensive Plan Future Land Use Map (Zoomed In)

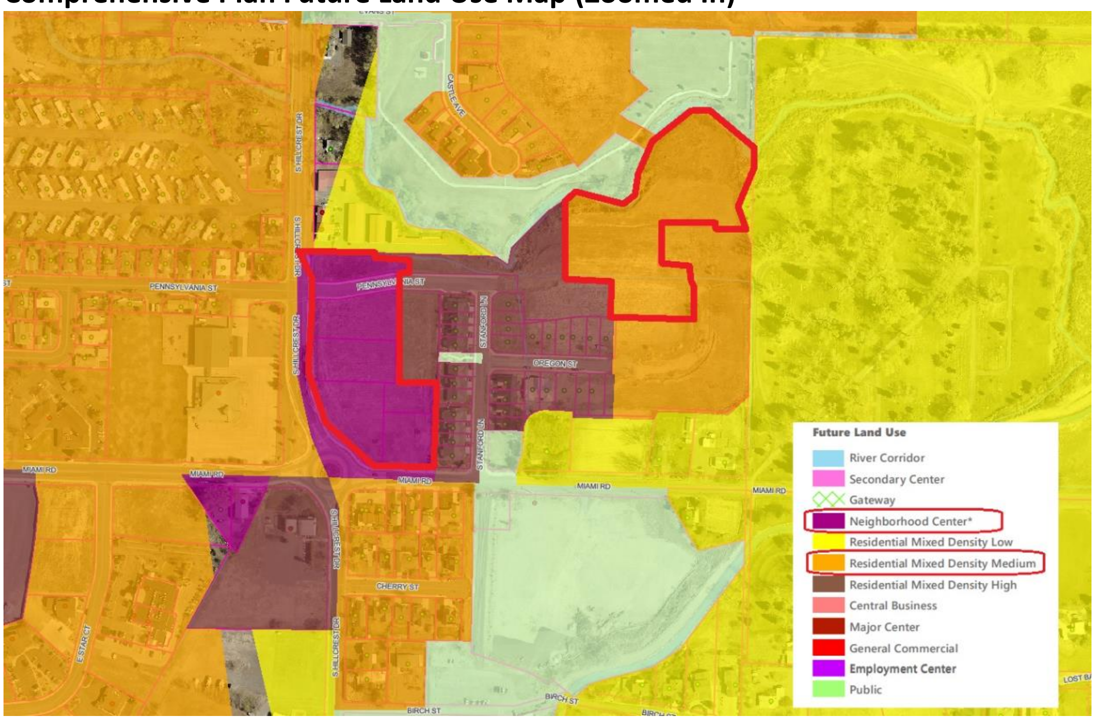


EXHIBIT B: Photos of Project Area

EXHIBIT C: Zoning Code Excerpt

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

(A) *Intent.* The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences.

(B) *Uses by Right.*

(1) Single-family homes, duplexes, and multiple-family residences.

(2) Public utility service facilities.

(3) Government buildings and facilities.

(4) Parks and recreation facilities owned or operated by a homeowner association.

(5) Places of worship.

(6) Accessory uses.

(a) Bed and breakfast operations operated solely by the residents of a residence providing no more than four bedrooms for rent in the dwelling unit, and the only meal provided on the premises shall be breakfast to the renters. The lot shall be at least 6,250 square feet and at least 3,125 square feet per rental bedroom.

(7) Short-term rentals.

(8) Family child care home.

(C) *Conditional Uses.*

(1) Skilled nursing and assisted living facilities.

(2) Childcare facilities.

(3) Schools.

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

EXHIBIT D - GENERAL PROJECT REPORT (11/7/2022)

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

Jace Hochwalt
City of Montrose Planning Department
433 S. First Street
Montrose, CO 81401

November 7, 2022

Re: Seasons Subdivision Re-Zone Application

Jace,

As you are aware, the owners of the vacant land located within the Seasons Subdivision would like to re-zone the property to be fully R-4 instead of the mixture of B-4, R-3A, and R-4. The requested zoning matches the current zoning of the developed portion in the subdivision. In an effort to meet the City's need for housing, the property is currently being planned for a multi-family development with a planned total unit count of 192 units. The current zoning on the property would allow 164 units which is 28 units short of the current plan. Market conditions and construction costs require the higher density to make the project financially viable.

This property also has a long-standing history of litigations and platting/property boundary discrepancies. In addition to the re-zoning, the owner is in the process of creating an updated plat that addresses all the past platting problems and will result in a clean plat which will make the development of these properties cleaner/easier which benefits not only the owners but the City as well.

Please let us know if you have any questions or need more information.

Sincerely,

David W. Schieldt, P.E.
Vice President, Del-Mont Consultants, Inc.

ORDINANCE NO. 2637

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING THE ZONING DISTRICT DESIGNATION OF TWO TRACTS WITHIN THE SEASONS SUBDIVISION FROM "B-4," NEIGHBORHOOD SHOPPING DISTRICT AND "R-3A," MEDIUM HIGH DENSITY DISTRICT TO "R-4," HIGH DENSITY DISTRICT

WHEREAS, the Planning Commission met on November 30, 2022, to consider a rezone of two tracts within the Seasons Subdivision; and

WHEREAS, the motion carried and Planning Commission has recommended the zoning changes provided herein; and

WHEREAS, the City Council has determined that such zoning will be consistent with the public health, safety and welfare, the City's Master Plan and changed conditions in the area.

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

SECTION 1:

The Official Zoning Map is amended to designate two tracts within the Seasons Subdivision as well as associated rights-of-way, more particularly described in **Exhibit A** attached hereto, as an "R-4," High Density District, according to the Official Zoning Map.

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 15th 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 15th day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 5th day of September, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

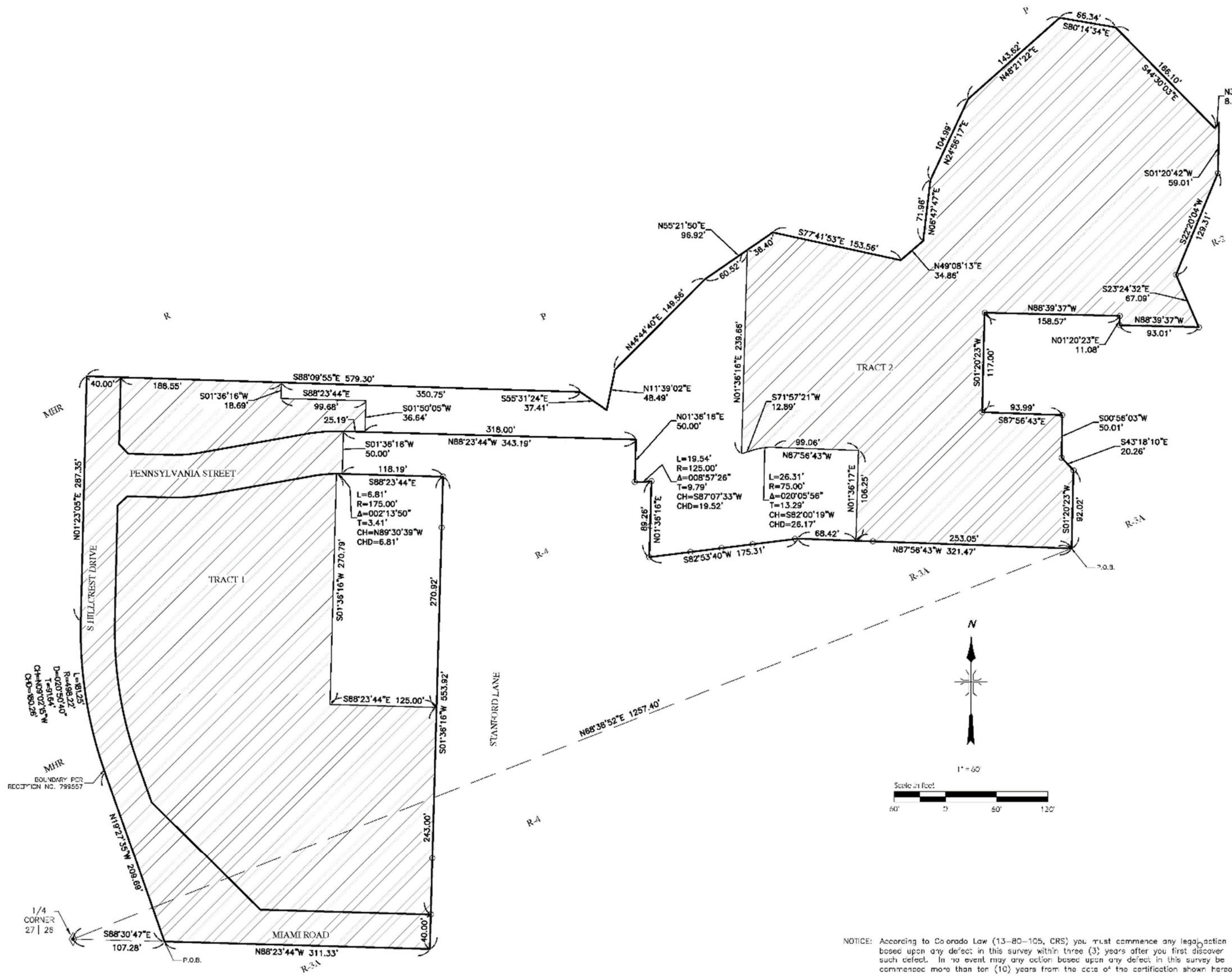
EXHIBIT A

EXHIBIT A

SEASONS ZONING MAP

SITUATED IN SECTION 26, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

VICINITY MAP
N.T.S.



R-4 ZONING PROPERTY DESCRIPTION:

TRACT 1:
A tract of land situated in SW1/4NW1/4 Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at a point on the South line of the SW1/4NW1/4 Section 26, said point being S88°30'47"E 107.28 feet from the West 1/4 corner of said Section 26;
Thence N19°27'35"W 209.69 feet;
Thence 181.25 feet along the arc of a curve to the right with a radius of 498.22 feet, an interior angle of 20°50'40" and a chord of N09°02'15"W 180.26 feet;
Thence N01°23'05"E 287.35 feet;
Thence S88°09'55"E 228.55 feet;
Thence S01°36'16"W 18.69 feet;
Thence S88°23'44"E 99.68 feet;
Thence S01°50'05"W 36.64 feet;
Thence N88°23'44"W 25.19 feet;
Thence S01°36'16"W 50.00 feet;
Thence 6.81 along the arc of a curve to the left with a radius of 175.00, an interior angle of 02°13'50" and a chord of N89°30'39"W 6.81 feet;
Thence S01°36'16"W 270.79 feet;
Thence S88°23'44"E 125.00 feet to a point on the West boundary shown at Reception No. 868305;
Thence the following course along said boundary S01°36'16"W 283.00 feet;
Thence N88°23'44"W 311.33 feet to the Point of Beginning.
Containing 4.92 Acres more or less as described.

TRACT 2:
A tract of land situated in SW1/4NW1/4 Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at a point N68°38'52"E 1257.40 feet from the West 1/4 corner of said Section 26;
Thence N87°56'43"W 253.05 feet;
Thence N01°36'17"E 106.25 feet;
Thence N87°56'43"W 99.06 feet;
Thence 26.31 feet along the arc of a curve to the left with a radius of 75.00 feet, an interior angle of 20°05'56" and a chord of S82°00'19"W 26.17 feet;
Thence S71°57'21"W 12.89 feet;
Thence N01°36'16"E 239.66 feet;
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Thence N48°21'22"E 143.62 feet;
Thence S80°14'34"E 66.34 feet;
Thence S44°30'03"E 166.10 feet;
Thence N38°46'01"E 8.16 feet;
Thence S01°20'42"W 59.01 feet;
Thence S22°20'04"W 129.31 feet;
Thence S23°24'32"E 67.09 feet;
Thence N88°39'37"W 93.01 feet;
Thence N01°20'23"E 11.08 feet;
Thence N88°39'37"W 158.57 feet;
Thence S01°20'23"W 117.00 feet;
Thence S87°56'43"E 93.99 feet;
Thence S00°56'03"W 50.01 feet;
Thence S43°18'10"E 20.26 feet;
Thence S01°20'23"W 92.02 feet to the Point of Beginning.
Containing 4.31 Acres more or less as described.

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			SEASON'S ZONING MAP
			AMG & ASSOCIATES, LLC
			PO BOX 260770 ENCINO, CA 91426
	DCC	2022-11-07	
1 of 1	21203V_ZONING	21203	REZONE

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.

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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

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.

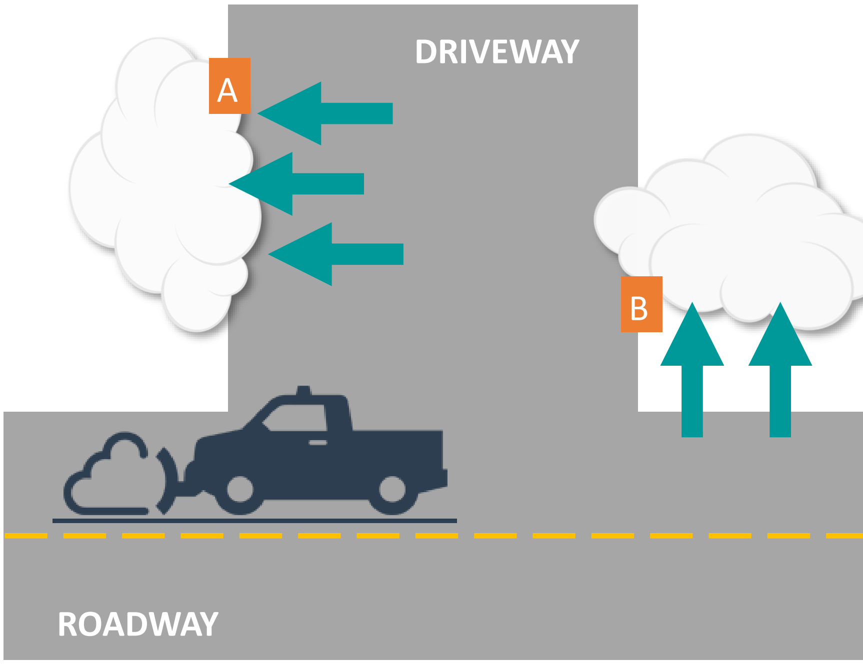
So, the brine won’t freeze, but will it make the road slippery some other way?

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.

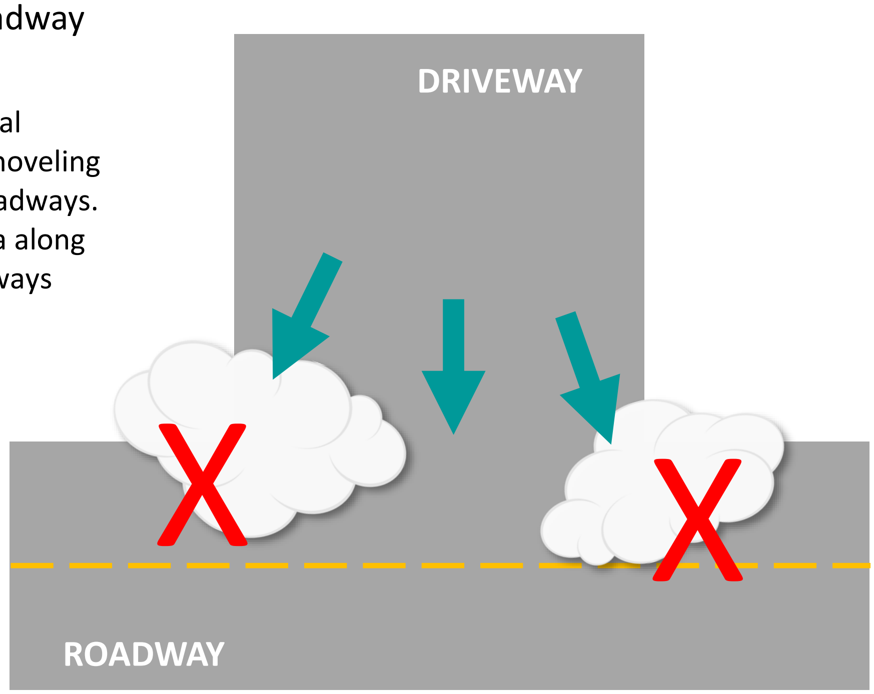
A If standing on your property, facing the road, move snow to the right or left of your driveway.

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

Barbara Bynum, Mayor

CITY OF MONTROSE COLORADO CITY SEAL

ATTEST:

Lisa DelPiccolo

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.

CITY OF MONTROSE
CITY SEAL
COLORADO

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
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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 **<u>Records Required</u>**. 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 <u>Section 10.5.</u>

12.3 **<u>Inspection of Records</u>**. 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.

<u>SECTION 13</u>
<u>Access</u>

13.1 **<u>Access Channels</u>**.

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 **<u>Minor Violations</u>**. 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 **<u>Action of Parties</u>**. 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 **<u>Equal Protection</u>**. 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 <u>subsection 15.4A,</u> 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 Venue and Jurisdiction. 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 - 1800 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

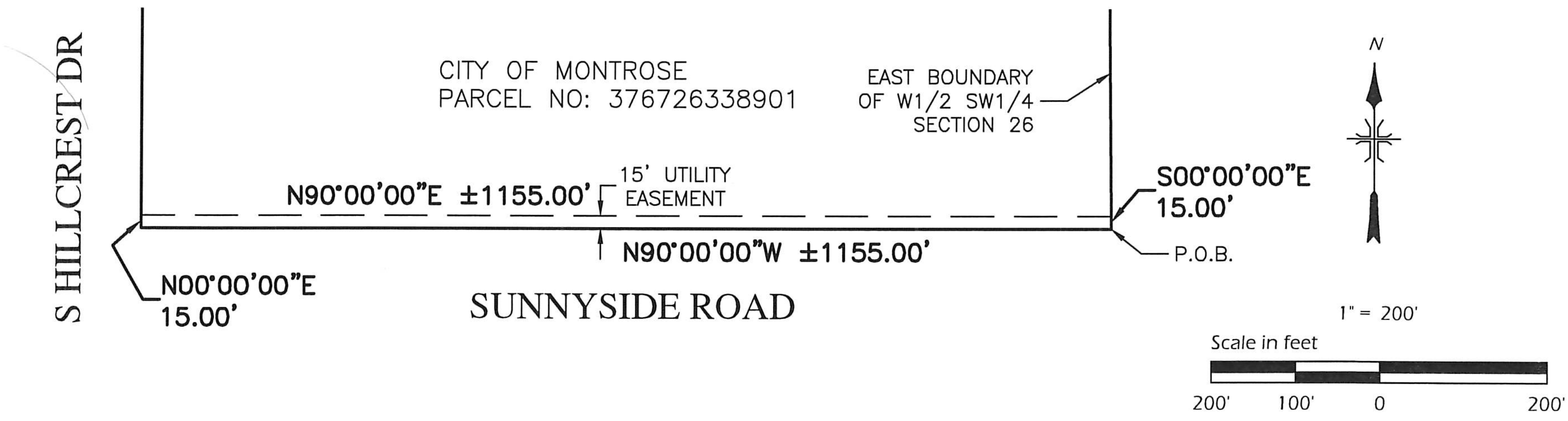
STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

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 PROFESSIONAL LAND SURVEYOR
FREDERICK ADAM BALLARD
37690
29 June 2023

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

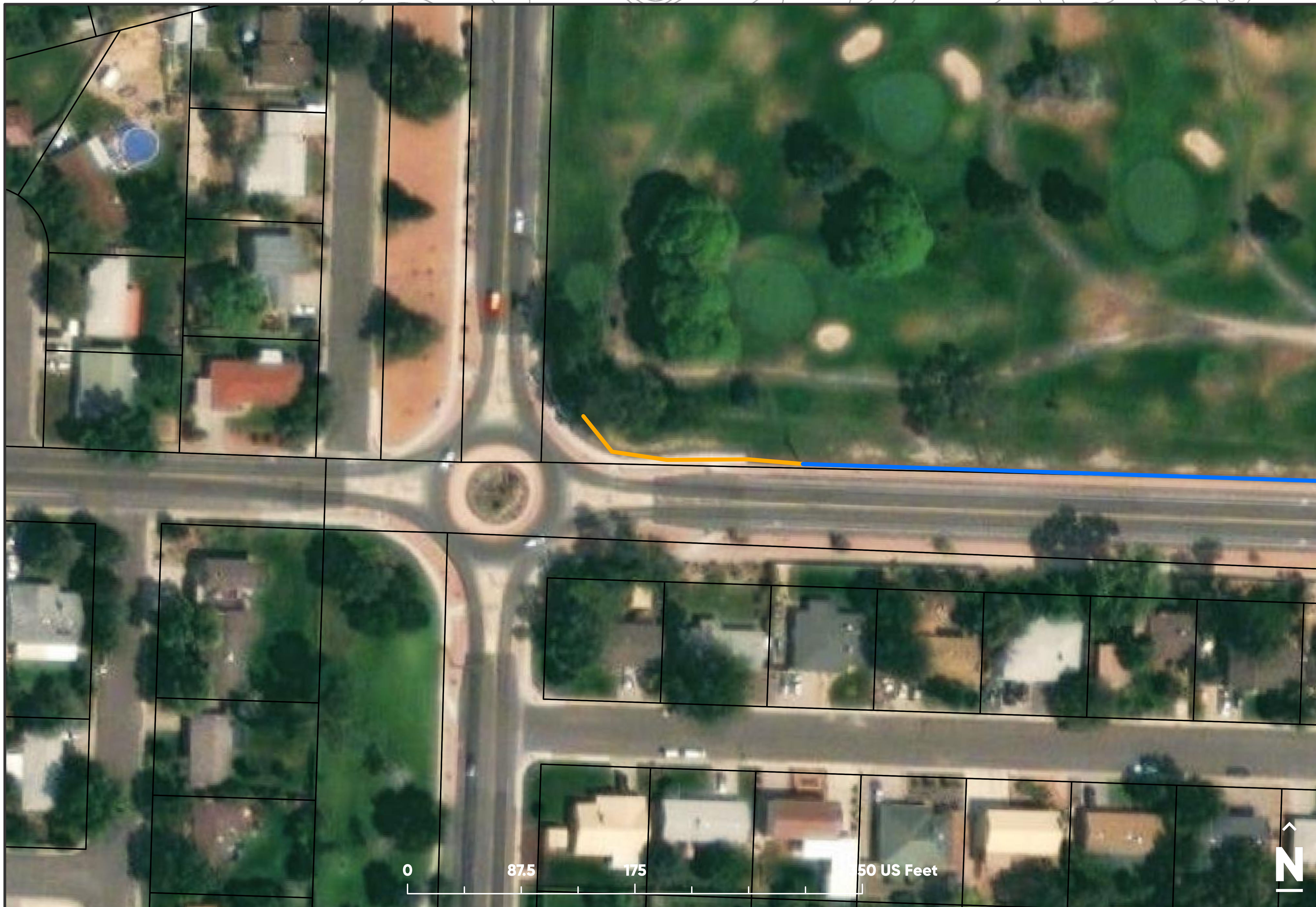
DESIGNED BY: DCC	SCALE: AS NOTED	UTILITY EASEMENT EXHIBIT A	D.M. JOB NO.: 17026
CHECKED BY: FAB	FILE NAME: 17026V_EXHIBIT	CITY OF MONTROSE — DEEPLY DIGITAL	DATE ISSUED: 2023-06-27
			SHEET: 1 of 1

Sunnyside Road Fiber Feed Underground Section Detail

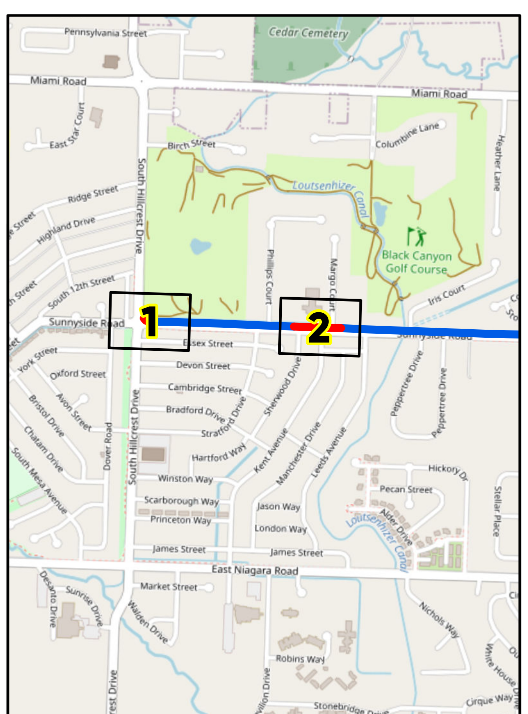
LEGEND

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.

SECTION 4: **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.

SECTION 5: **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

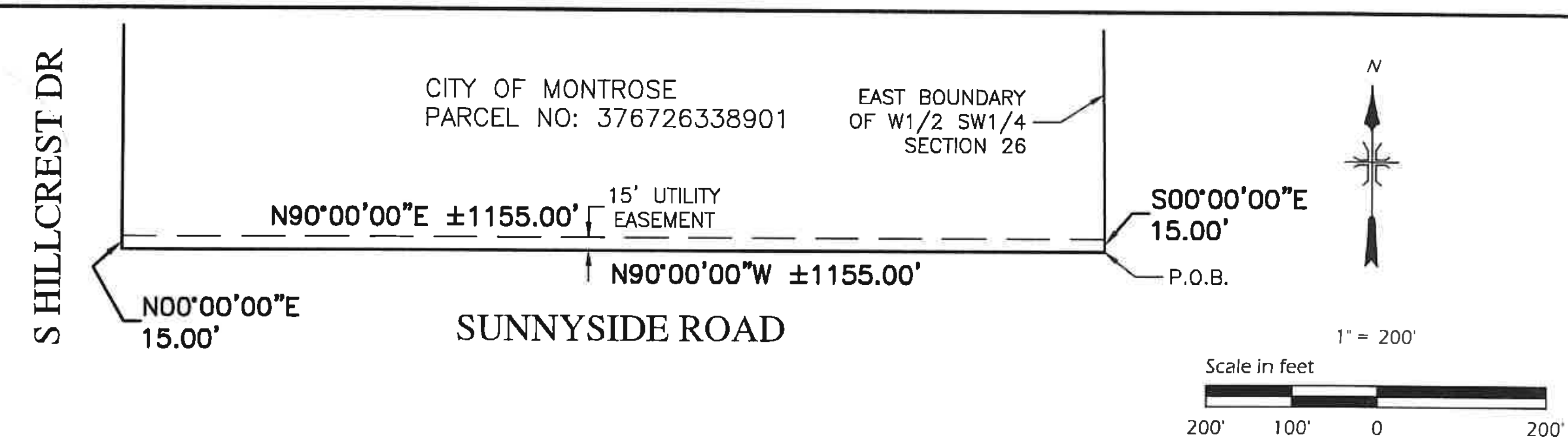
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the 1st day of August, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building, in Montrose, Colorado.

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

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



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;

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Containing 0.40 Acres more or less as described.

County of Montrose, State of Colorado.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
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125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251
www.del-mont.com ▼ service@del-mont.com

UTILITY EASEMENT
EXHIBIT A

DESIGNED BY: DCC	SCALE: AS NOTED		D.M. JOB NO.: 17026
			DATE ISSUED: 2023-06-27
CHECKED BY: FAB	FILE NAME: 17026V_EXHIBIT	CITY OF MONTROSE — DEEPLY DIGITAL	SHEET: 1 of 1

CONTRACT AWARD RECOMMENDATION

TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: July 24, 2023
RE: Woodgate/East Oak Grove Roundabout and Backage Road Design Contract Recommendation
CC: William Bell, Shani Wittenberg

Action
Consider the award of a professional services contract to Felsburg, Holt, and Ullevig in the amount of $215,211.40 for completion of design studies and civil design associated with the Woodgate/East Oak Grove Roundabout and Backage Road Project.

Project Background
In response to building traffic congestion in the area and as envisioned in the City's comprehensive plan, the City of Montrose recently designed and constructed a realignment of Woodgate Road to join up directly with East Oak Grove Road (completed in 2022). As recommended in the traffic studies for the realignment project, it was envisioned that the new intersection of Woodgate and East Oak Grove Roads ("WEOG") would ultimately be constructed as a roundabout. However, the City was unable to construct the roundabout concurrent with the realignment project due to a lack of necessary rights of way on the northern side of East Oak Grove Road as well as schedule and budget limitations that existed at the time of the realignment project.

Since completion of the Woodgate Realignment project, property ownership on the northern side of East Oak Grove Road has changed. The new owners have expressed an interest in partnering to see the roundabout built, intend to annex/develop the surrounding area, and are working to redevelop existing commercial properties towards the northwest (Penn Mall Area). Furthermore, the developers have been working with All Points Transit to situate their new transit center immediately northeast of the roundabout. APT has spent the last several years working to secure a suitable site for their new transit center facility and considers this area an ideal location for their operations given its central location and proximity to amenities. Construction of the transit center it tentatively scheduled to begin in late 2024.

In addition to the roundabout project element, the City's comprehensive plan and the Colorado Department of Transportation's Townsend Avenue access control plan both call for a roadway connection between East Oak Grove and Niagara Roads, east of Townsend Avenue. The intent of this connection is to provide a means for the area's commercial and residential traffic to access a traffic signal and avoid the need to turn left onto Townsend Avenue at uncontrolled intersections.

As part of a public/private partnership to secure the necessary rights of way and construct the WEOG Roundabout and southern reach of the Woodgate Backage Road, the City entered into a development agreement with the adjacent landowners on July 18, 2023. An excerpt from this agreement is included as an attachment to this memo and gives a good overview of the main project elements. It should be noted that the property owners immediately north of this project area have also expressed interest in continuation of the Woodgate Backage Road and the City is currently working to formally secure these rights of way up to Encanto Place.

Request for Proposals and Design Team Recommendation

While the project's development agreement was being finalized, the City issued a request for proposals (RFP) for design of the WEOG Roundabout and backage road on June 12, 2023. This RFP envisioned the following key tasks:

- Perform all property and basemap surveys for the project area
- Perform an updated traffic study to evaluate traffic growth and long-term performance of the intersection. These studies take into account the updated Woodgate Road traffic patterns, work to ensure a roundabout will function as desired into the future, and help to guide design of the roundabout's geometry.
- Perform geotechnical, hydrologic, and hydraulic design studies to aid in design of project elements (pavement thickness, pipe sizes, drainage detention, etc).
- Prepare plats in support of property division and dedication/purchase of rights of way.
- Design roundabout geometry and grading.
- Design utility extensions to the project area with stubs to the adjacent lots to be developed.
- Prepare plans for relocation of conflicting utilities and irrigation infrastructure.
- Prepare project plans, specifications, and cost estimates.
- Coordinate with the All Points Transit design team to ensure project elements match and support their transit center design.

Proposals were publically received on July 11, 2023 from two consultants summarized in Table 1 below. Following receipt of the proposals, each was evaluated by the City of Montrose Engineering Department and a score between 0 and 4 assigned based on weighted evaluation criteria. The City then entered into pricing negotiations with the highest-rated consultant. This method of procurement was utilized for the project given the specialized nature of roundabout design.

TABLE 1
Summary of Consultant Proposals

Consultant	Location	Rating
Felsburg, Holt, and Ullevig	Greenwood Village, CO	3.80
Landmark	Loveland, CO	3.00

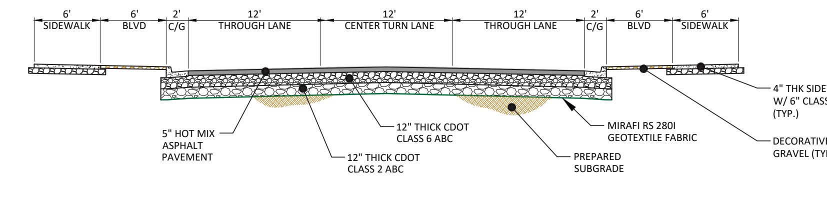
Using the process described above, the City selected Felsburg, Holt, and Ullevig (FHU) as the preferred consultant for design of the WEOG Roundabout and backage road. The negotiated price for completion of this design is $215,211.40 on a time-and-materials, not-to-exceed basis and this price is within expectations of the City. It should also be noted that FHU was the successful design consultant for both the Miami-Hillcrest and Niagara-Hillcrest Roundabout Projects.

Project Schedule

Project design is proposed to be completed by June of 2024 in anticipation of project construction between December 2024 and July 2025.

Contract Administration and Project Financials

Contract administration and project management will be performed by the City of Montrose engineering department. The opportunity to acquire the necessary rights of way and support the All Points Transit transfer station at this location was not anticipated in 2023. As a result, this design contract was not budgeted. It is anticipated that approximately 50 percent of the design would be expended in 2023 with the balance spent in 2024. As needed, unbudgeted 2023 expenditures would come out of available fund balance within the capital fund or would utilize a budget supplement if necessary. The balance of 2024 design and a portion of construction (to be split between 2024 and 2025) will also be proposed for the 2024 City budget.



SECTION A-A'
TYPICAL ROAD SECTION

REFERENCE DRAWINGS	
MONTROSE AERIAL	2022

A	ISSUED FOR TEAM REVIEW	4/24/2023	SAM
B	ISSUED FOR DEVELOPMENT AGREEMENT	6/20/2023	SAM

REVISIONS

CITY OF MONTROSE
ENGINEERING DEPARTMENT
MONTROSE, CO 81401
WWW.CITYOFMONTROSE.ORG

DATE:	4/24/2023
JOB NO:	21.9.1
DRAWN:	SAM
DESIGN:	
CHECKED:	
SCALE:	AS SHOWN

WOODGATE/EAST OAK GROVE DEVELOPMENT PROJECT
MONTROSE, COLORADO

PROJECT AREA DEVELOPMENT CONCEPT

EXHIBIT B

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 15, 2023
RE: Brown Ranch Filing No. 8 Final Plat
ATTACHMENTS

- Exhibit A: Maps

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

Application Background:
The Brown Ranch Subdivision is located in southeastern Montrose, east of 6725 Road. This portion of the subdivision is located north of Donnegal Drive, and is zoned “R-1” Very Low Density District. City Council approved the Brown Ranch Preliminary Subdivision Plat Amendment 4 on June 7, 2022. This property is within the Brown Ranch Planned Development, which allows for smaller lot sizes. This final plat application would formally create 17 single-family residential lots, as well as dedicate Galway Court and Killarney Lane.

Applicant: Sunshine of Montrose, LLC

Staff Analysis:

1. Lots/blocks:
    a. All lots meet the minimum lot size required according to the Brown Ranch Planned Development.
2. Streets
    a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.

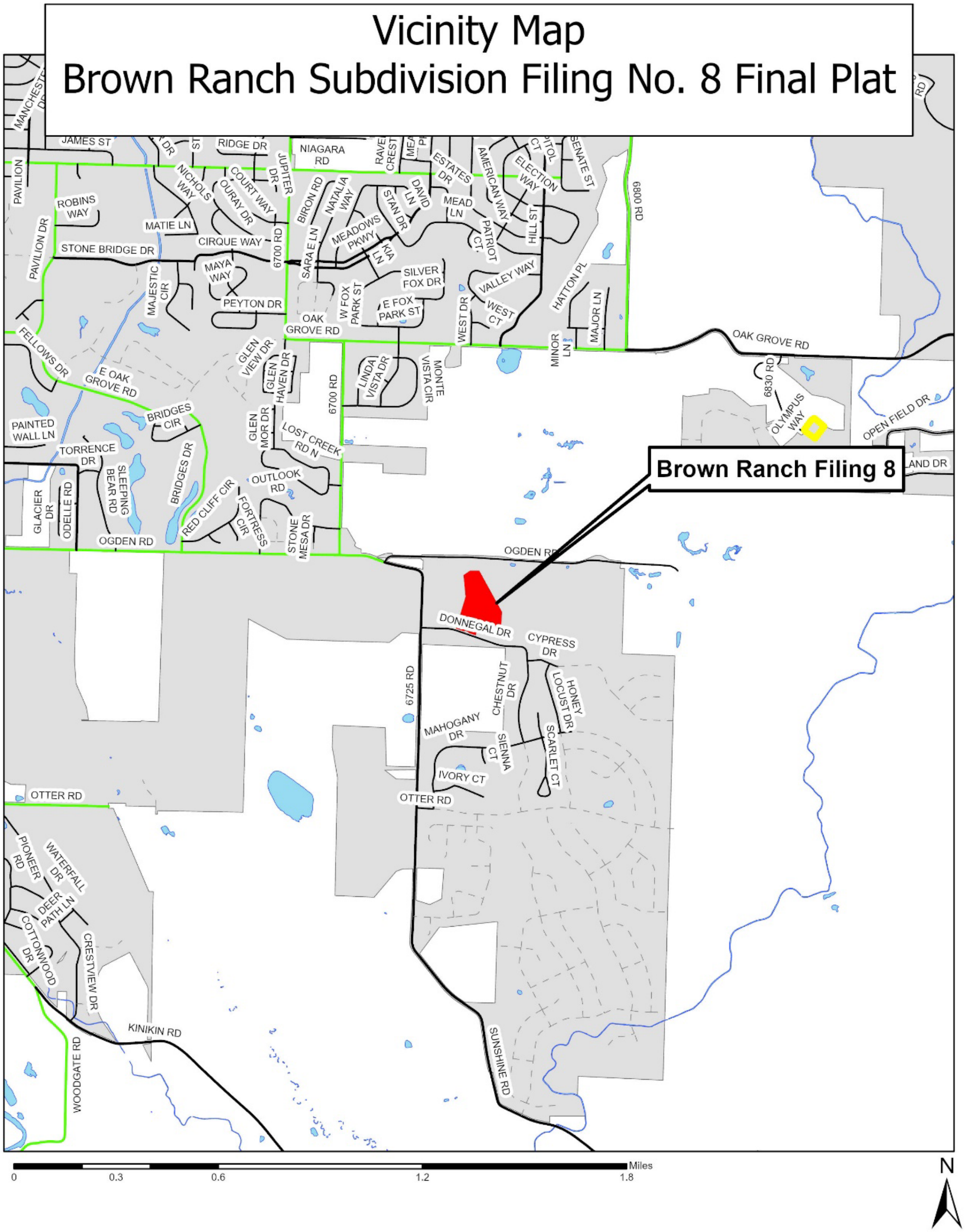
3. Utilities
    a. Easements are shown.
    b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

Staff Recommendation: Conditional Approval

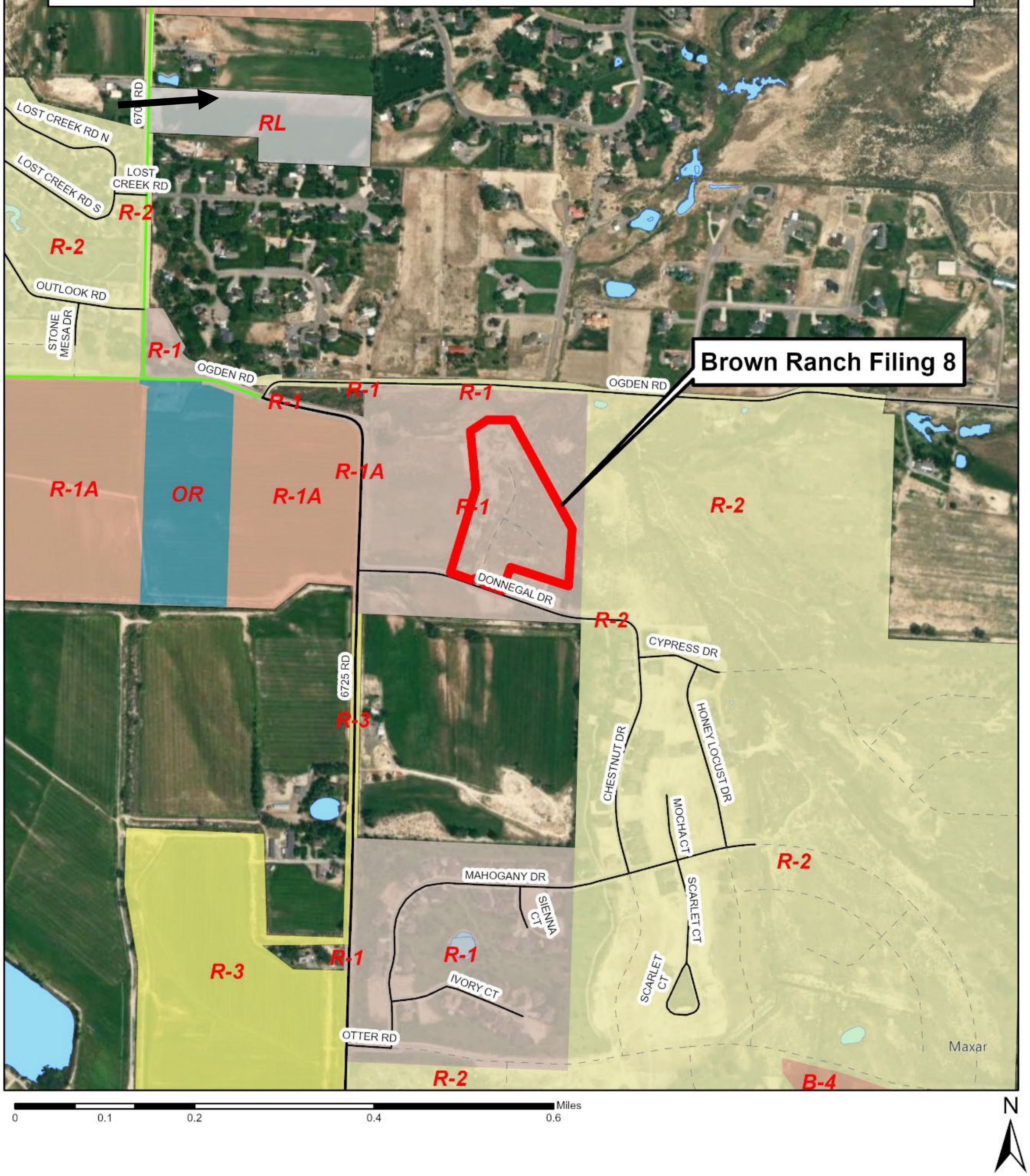
Conditions:

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

EXHIBIT A: Area Maps

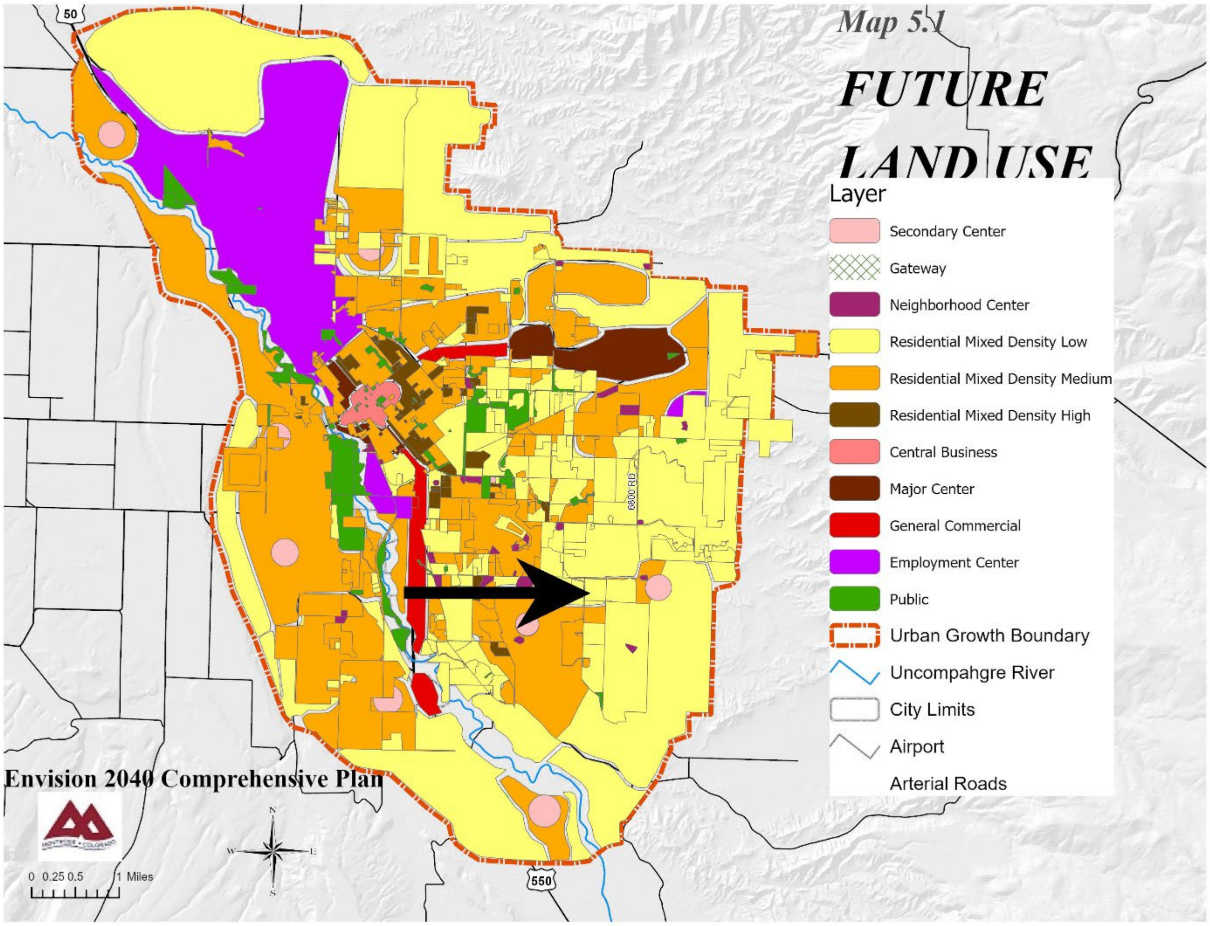


Zoning Map
Brown Ranch Subdivision Filing No. 8 Final Plat



Stay here. Play everywhere.
MONTROSE COLORADO

Comprehensive Plan Future Land Use Map



Stay here. Play everywhere.
MONTROSE COLORADO

BROWN RANCH SUBDIVISION
FILING NO. 8

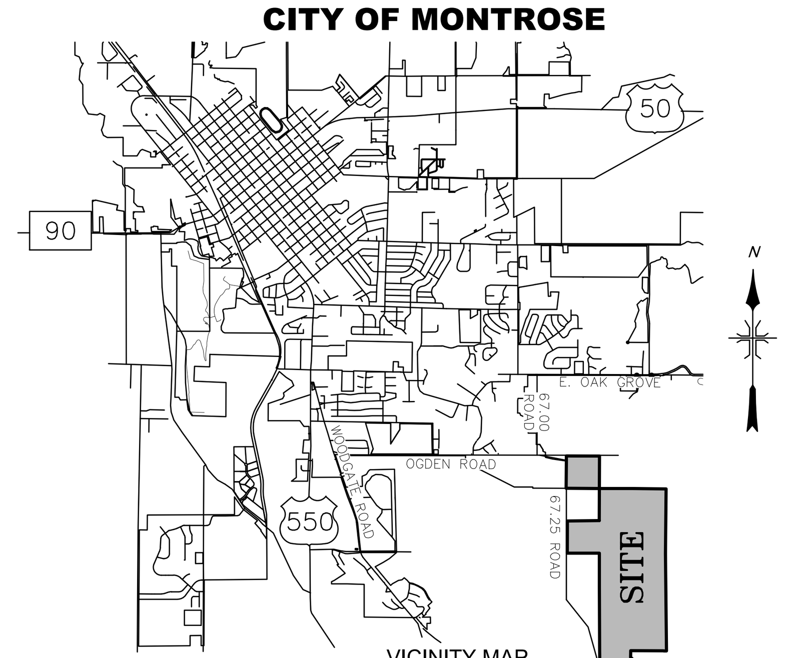
SITUATED IN GOVERNMENT LOT 14, SECTION 2, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

AREA SUMMARY

LOTS L4–L20 = 9.190 ac.

RIGHT–OF WAY = 1.389 ac.

BROWN RANCH SUBDIVISION
FILING NO. 8 TOTAL AREA = 10.579 ac.



VICINITY MAP
N.T.S.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

A tract of land situated in Government Lot 14, of Section 2, Township 48 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, Colorado, more particularly described as follows:

Outlot 2A of Brown Ranch Filing No. 4, recorded at Reception No. 776818, Montrose County Records

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Brown Ranch Subdivision Filing No. 8, and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Galway Court and Killarney Lane as hereon shown.

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

Executed this__________day of_______________, 20_____

Sunshine of Montrose, Inc.

____

John T. Moir / Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication was acknowledged before me on this

____________day of_______________, 20_____, by__________________________

Witness my hand and official seal.
My commission expires

____
Notary

(SEAL)

PRIVATELY OWNED OPEN SPACE, PARKS, AND OTHER IMPROVEMENTS

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

CONVEYANCE OF PRIVATE PARKS AND OPEN SPACE TO OWNERS' ASSOCIATION

By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the Lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit claim(s) to Brown Ranch Community Association, a Colorado nonprofit corporation, the irrigation and drainage easements shown and designated on this Plat.

NOTICE: According to Colorado Law (13–80–105, CRS) you must commence any legal actionbased 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.

SCHOOL LAND DEDICATION

Outlot #1, Brown Ranch Filing #1, recorded 5 December, 2003 under Reception No. 713206, and amended by Brown Ranch Filing #1 Amended Plat of Outlot 1, recorded on 9 July, 2007 under Reception No. 776816, is dedicated and conveyed to Montrose County School District RE–1J by warranty deed recorded on 7/9/2007, under Reception No. 776817, in the records of the Montrose County Recorder, for use as a site for an elementary school. The Owner, Sunshine of Montrose, Inc., and its successors in interest, retains first right of refusal to repurchase the site from School District RE–1J in the event the District should decide not to construct a school on the site, and offers the site for sale. Dedication of this site satisfies the requirement by the City of Montrose for school land dedication or payment of fees in lieu thereof for the first 835 lots or residential units to be platted in this project. Additional payment to the City may be required beginning with lot #836, unless lots or individual residential units are, or previously have been, exempted under terms of City Code.

FIRE DISTRICT LAND DEDICATION

Outlot 3A, Brown Ranch Filing #1, recorded 5 December, 2003 under Reception No. 713206, and amended by Brown Ranch Filing #1 Amended Plat of Outlot #1 and Outlot #3A, recorded on 9 July, 2007 under Reception No. 776816, is reserved for dedication to the Montrose Fire District as specified in the terms and conditions in the dedication language on said Amended Plat.

OFFSITE IMPROVEMENT AGREEMENT

All residential units constructed hereon shall be subject to an assessment of Two Thousand One Hundred Thirty One dollars and two cents ($2,131.02) per unit to be paid at the time of building permit issuance, which assessment shall represent the unit's total cost assessment to construct offsite road infrastructure improvements in accordance with City specifications as follows: Approximately 9,200 linear feet of Ogden Road located between 67.25 Road and Woodgate Road to be constructed as a minor arterial street; approximately 3300 linear feet of 67.10 Road located between Ogden Road and East Oak Grove Road to be constructed as a minor arterial street; and approximately 3,800 linear feet of 67.25 Road located between Ogden Road and Otter Road to be constructed as a collector street. Such offsite improvements shall include curb, gutter, sidewalk, base, pavement, and related improvements. The assessment as provided herein shall be subject to an annual adjustment for inflation, to be applied on or after January 1st of each calendar year commencing in the year 2017, said adjustment being equal to the percentage increase in the Denver / Boulder Consumer Price Index for the previous year.

All lots or units that have made payments of such assessments shall be exempt from participation in local improvement districts with respect to those specific improvements described above. Assessments collected in accordance with this requirement shall be placed in an interest bearing account designated by the City of Montrose and reserved for such improvements. It is anticipated that such improvements will be constructed incrementally as sufficient funds are collected.

BASIS OF BEARINGS

The bearing along the North line of Government Lot 14, Section 2, Township 48 North, Range 9 West, New Mexico Principal Meridian between the found rebar and survey cap LS 12062 at the Northwest Corner of said Government Lot 14 and the found rebar and survey cap LS 12062 at the Northeast corner of said Government Lot 14 bears S81°23'20"E (ASSUMED)

LINEAL UNITS STATEMENT

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

DRAINAGE EASEMENTS

The drainage easement(s) shown hereon shall be maintained by the Brown Ranch Community Association, in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the placement of fill, construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

IRRIGATION EASEMENTS

The irrigation easement(s) shown hereon shall be owned and maintained by the Brown Ranch Community Association and shall not be impeded or altered in any way so as to impact the historic delivery of water, unless otherwise agreed by all owners of interest in said easements or any water rights associated therewith. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owner(s), and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

SURVEYOR'S CERTIFICATE

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

C.R.S. Section 38–51–106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Land Title Guarantee Company, dated June 14, 2023, bearing policy number MRNA87023529.

____
Colorado Registered Land Surveyor

Registration No. 38037

Date: ______________________

ATTORNEY'S CERTIFICATE

I, Thomas C. Volkmann, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined the Property Report No. MRNA87023529 issued by Land Title Guarantee Company, dated June 14, 2023 (the "Report"), which confirms that the title to the land herein platted and dedicated in this Plat is in the name of Sunshine of Montrose, Inc., and that, based solely upon my review of the Report, the title to the land platted and dedicated herein is free and clear of all liens and encumbrances except as specifically set forth in the Report.

____
Attorney
Registration No. ______________

Date: ______________________

ENGINEER'S CERTIFICATE

I, David Schieldt, a Registered Engineer in the State of Colorado, do hereby certify that the sanitary sewer system, water distribution system and the storm drainage system shown on the accompanying plans of this Subdivision are properly designed, meet City of Montrose specifications, and are adequate to properly serve the Subdivision shown hereon. I further certify that the sanitary sewer system, water distribution system, storm drainage system, streets, parks, and other improvements are designed and constructed in accordance with applicable City specifications and regulations.

____
David W. Schieldt, P.E.
Registration No. 47195
Date:________________________

CERTIFICATE OF COMPLETED IMPROVEMENTS

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

____
City Engineer
Registration No. ______________

Date: ______________________

APPROVAL OF CITY MANAGER

Approved this_______day of_______, 20__, by ________________________,
Deputy City Manager of the City of Montrose.

____
Deputy City Manager

APPROVAL OF CITY COUNCIL

Approved this_______day of________________, 20_______, by________________ ________________, Mayor of the City of Montrose; all conveyances of interests in real property made on this plat are hereby accepted by the City.

____
Mayor

APPROVAL OF CITY ATTORNEY

Approved for recording this_______________day of____________, 20_____, by ____________________, City Attorney of the City of Montrose.

____
City Attorney
Atty. Reg. No. ____________

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of__________, on the__________ day of __________ _____, under Reception No. ________________.

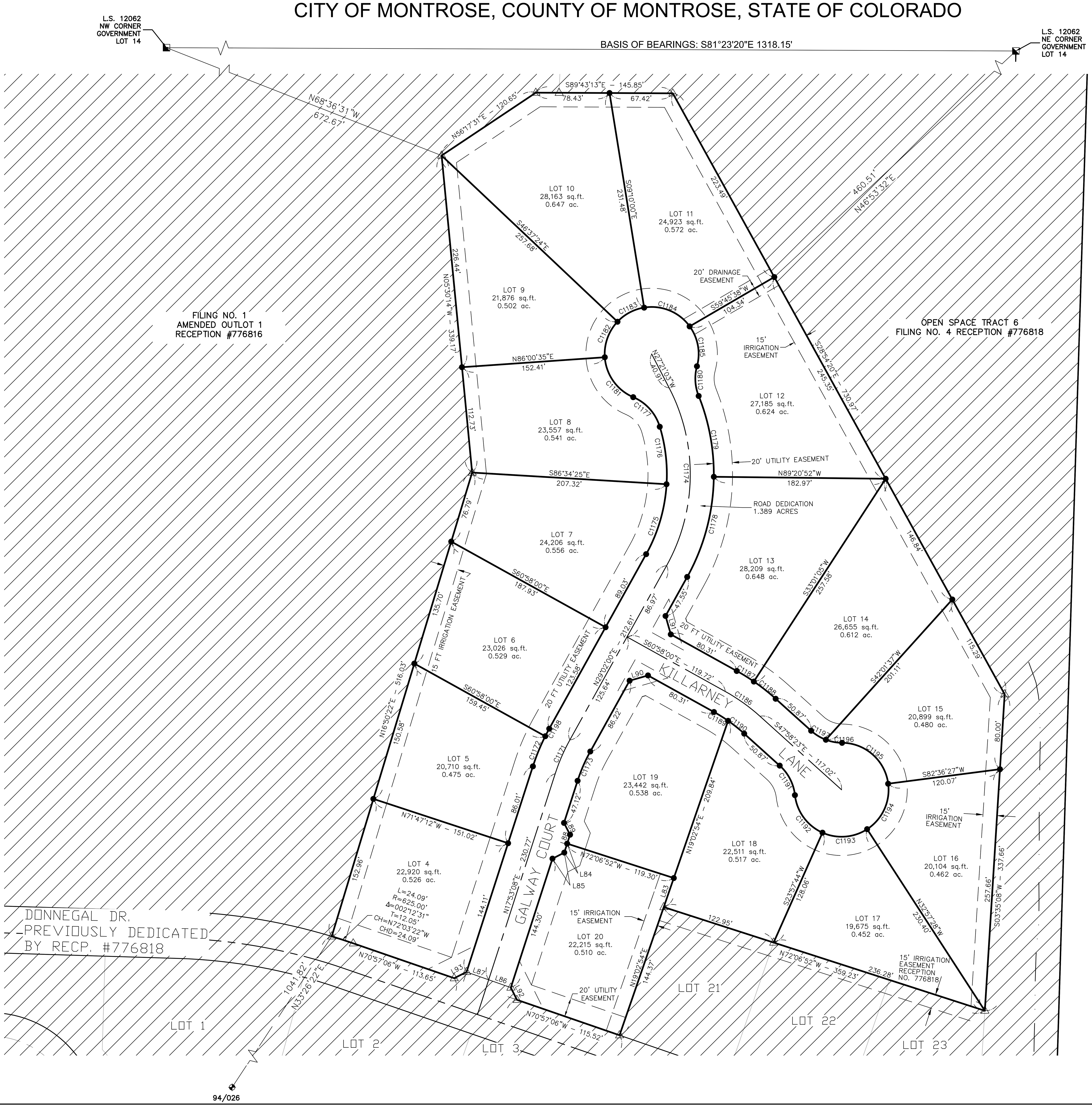
____
Clerk and Recorder
Montrose County, Colorado

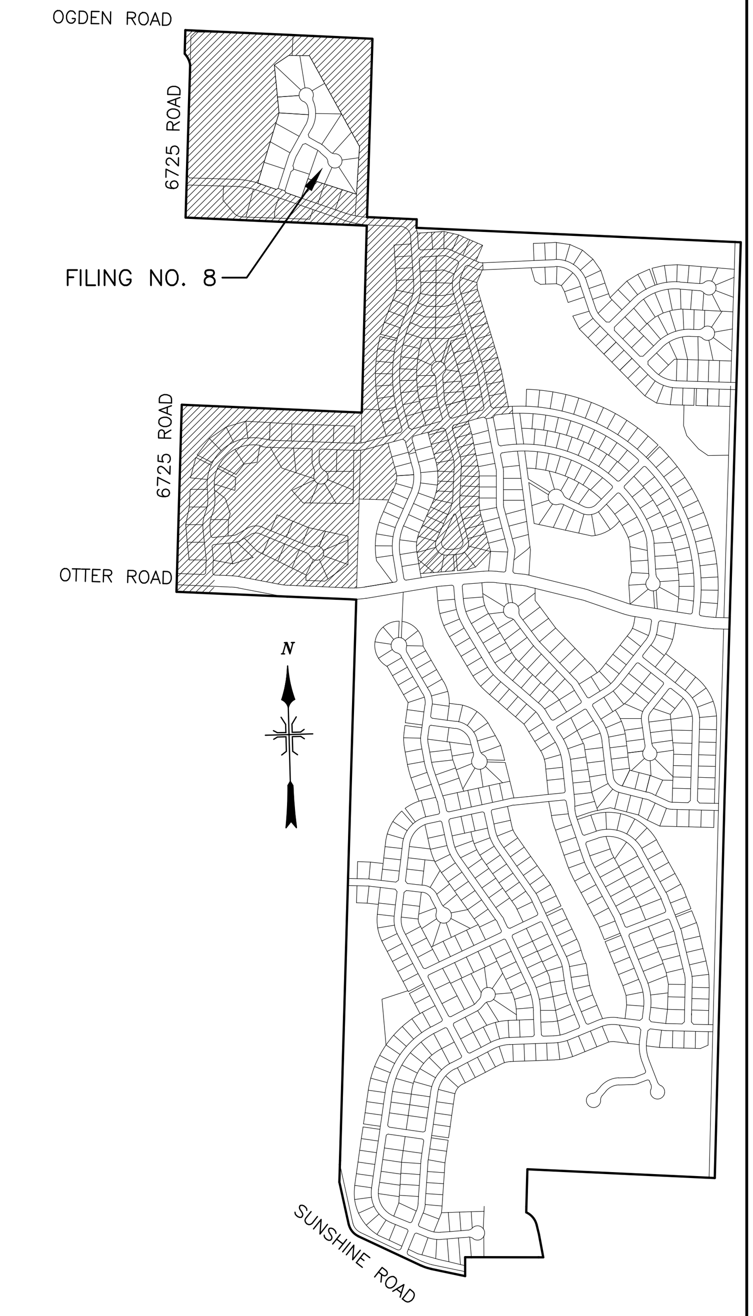
DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING
125 Colorado Ave.▼ Montrose, CO 81401 ▼ (970) 249-2251
www.del-mont.com ▼ service@del-mont.com

TITLE:	BROWN RANCH SUBDIVISION FILING NO. 8
CLIENT:	JOHN MOIR
ADDRESS & PHONE:	278 N. MESA FRUITA, CO 81521 970-270-9807
FIELD BOOK:	
DRAWN BY:	DCC
DATE:	2023-07-11
SHEET:	1 of 2
FILE:	22102V_FINAL-F8
JOB NO.:	22102
TYPE:	FINAL PLAT

BROWN RANCH SUBDIVISION
FILING NO. 8

SITUATED IN GOVERNMENT LOT 14, SECTION 2, TOWNSHIP 48, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO





VICINITY MAP
N.T.S.

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD LEN.	CHORD BRG
C1171	11°08'52"	38.91'	200.00'	19.52'	38.85'	S 23°27'34" W
C1172	8°50'27"	34.72'	225.00'	17.39'	34.68'	S 22°18'21" W
C1173	11°08'52"	34.05'	175.00'	17.08'	33.99'	S 23°27'34" W
C1174	56°23'02"	196.82'	200.00'	107.20'	188.97'	N 00°50'28" E
C1175	25°36'24"	78.21'	175.00'	39.77'	77.56'	N 16°13'47" E
C1176	20°16'38"	61.93'	175.00'	31.29'	61.61'	N 06°42'44" W
C1177	50°03'45"	43.69'	50.00'	23.35'	42.31'	N 41°52'55" W
C1178	28°10'32"	111.46'	226.66'	56.88'	110.34'	N 14°53'36" E
C1179	21°59'32"	88.11'	229.54'	44.60'	87.57'	N 10°37'50" W
C1180	36°57'16"	32.25'	50.00'	16.71'	31.69'	S 03°18'27" E
C1181	62°55'22"	54.91'	50.00'	30.59'	52.19'	S 35°27'06" E
C1182	47°22'01"	41.34'	50.00'	21.93'	40.17'	S 19°41'35" W
C1183	37°27'24"	32.69'	50.00'	16.95'	32.11'	S 62°06'18" W
C1184	63°12'07"	55.15'	50.00'	30.76'	52.40'	N 67°33'57" W
C1185	51°08'05"	44.62'	50.00'	23.92'	43.16'	N 10°23'51" W
C1186	12°59'38"	45.36'	200.00'	22.78'	45.26'	N 54°28'12" W
C1187	5°27'33"	21.44'	225.00'	10.73'	21.43'	N 58°14'14" W
C1188	7°32'05"	29.59'	225.00'	14.82'	29.57'	N 51°44'25" W
C1189	5°48'29"	17.74'	175.00'	8.88'	17.73'	N 58°03'46" W
C1190	7°11'08"	21.95'	175.00'	10.99'	21.93'	N 51°33'57" W
C1191	41°24'35"	36.14'	50.00'	18.90'	35.36'	N 27°16'05" W
C1192	59°28'28"	51.90'	50.00'	28.56'	49.60'	S 36°18'02" E
C1193	56°55'12"	49.67'	50.00'	27.10'	47.65'	N 85°30'08" E
C1194	64°26'06"	56.23'	50.00'	31.51'	53.31'	N 24°49'30" E
C1195	81°59'24"	71.55'	50.00'	43.46'	65.60'	N 48°23'15" W
C1196	20°13'16"	17.65'	50.00'	8.92'	17.55'	S 79°16'19" E
C1197	21°11'19"	18.49'	50.00'	9.35'	18.39'	S 58°34'02" E
C1198	2°18'25"	9.06'	225.00'	4.53'	9.06'	S 27°52'47" W

LINE TABLE		
LINE	BEARING	LENGTH
L83	N 19°02'54" E	32.74'
L84	S 17°53'08" W	10.00'
L85	S 62°53'08" W	14.14'
L86	N 70°37'23" W	25.01'
L87	N 70°37'23" W	25.01'
L88	N 17°53'08" E	10.00'
L89	N 27°06'52" W	14.14'
L90	N 74°02'00" E	20.38'
L91	N 15°58'00" W	20.38'
L92	N 26°31'59" W	14.60'
L93	S 63°28'01" W	14.70'

LEGEND

- = FD. REBAR & CAP (L.S. 12062)
- △ = FD. REBAR & CAP (L.S. 16840)
- = CITY MONUMENT
- ● = SET REBAR & CAP (L.S. 38037)
- 40' / 40' = SIGHT TRIANGLE PER CITY OF MONTROSE SUBDIVISION REGULATIONS

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
www.del-mont.com ▼ service@del-mont.com

FIELD BOOK:	DRAWN BY: DCC	DATE: 2023-07-11	
SHEET: 2 of 2	FILE: 22102V_FINAL-F8	JOB NO.: 22102	

TITLE: BROWN RANCH SUBDIVISION FILING NO. 8

CLIENT: JOHN MOIR

ADDRESS & PHONE: 278 N. MESA FRUITA, CO 81521 970-270-9807

TYPE: FINAL PLAT

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 15, 2023
RE: Historic Property Designation Application for the Coors Building

---

City Council Consideration:
On July 25, 2023, the City of Montrose Historic Preservation Commission considered an application for historic property designation of the Coors Building, located at 134 North 1st St, 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.

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 history of saloons in Montrose, having been erected as a saloon and rooming house by the Adolph Coors Co. in 1905.
    c. The building, although altered, reflects design and construction elements of early twentieth century architecture, including the flat roof with parapet, brick walls, round arched windows with stone sill courses, and projecting cornice.
2. The structure has been found to also meet the integrity criteria per Montrose Municipal Code 4-15-3 (C).

ORDINANCE NO. 2638

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, DESIGNATING THE COORS BUILDING, WITH AN HISTORIC ADDRESS OF 134 NORTH 1ST STREET, 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 July 25, 2023, the City of Montrose Historic Preservation Commission (the "Commission") determined the Coors Building, with an historic address of 134 North 1st Street 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 history of saloons in Montrose, having been erected as a saloon and rooming house by the Adolph Coors Co., in 1905; the building, though altered, reflects design and construction elements of early twentieth century architecture, including the flat roof with parapet, brick walls, round arched windows with stone sill courses, and projecting cornice; 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:

> Lot 3 and Fractional Lots 4 and 5, Block 81, Selig's Addition to the Town of Montrose, now a part of the City of Montrose, County of Montrose, State of Colorado

also known by street and number as: 134 North 1st Street, 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.

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 15th 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 15th day of August, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 5th day of September, 2023.

____
Barbara Bynum, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

CITY OF MONTROSE
MONTHLY SALES, USE & EXCISE TAX REPORT

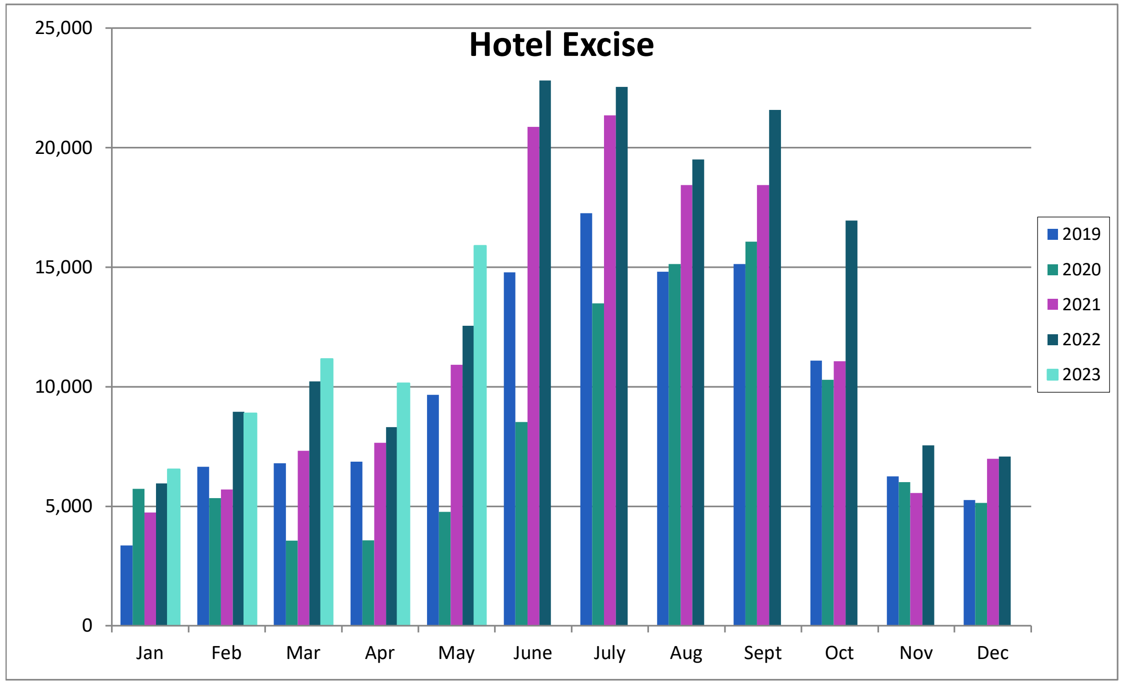
Date: August 9, 2023

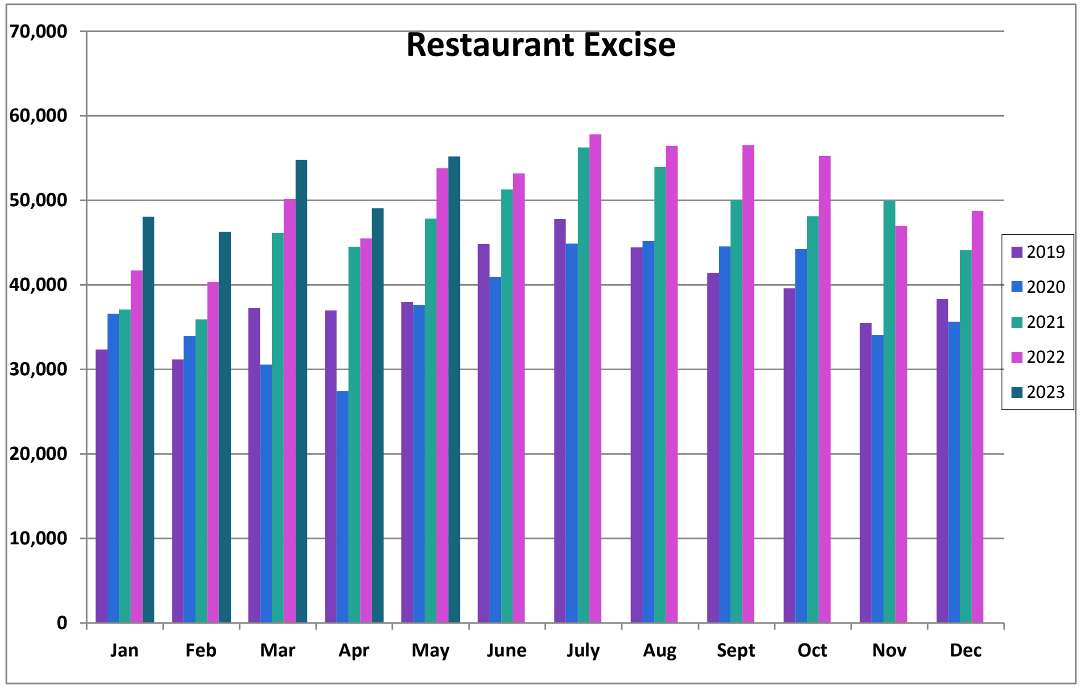
	Retail Sales Tax 3.0%			Construction Use Tax 3.0%			Use & Auto Tax 3.0%			Total Collected Sales and Use Tax			Sales and Use Budget	
Month	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Budget 2023	Budget Variance 2023
Jan	1,781,736	1,577,354	13.0%	30,348	105,404	-71.2%	107,770	103,384	4.2%	1,919,854	1,786,141	7.5%	1,648,056	16.5%
Feb	1,706,581	1,604,527	6.4%	43,433	86,060	-49.5%	105,085	131,237	-19.9%	1,855,099	1,821,824	1.8%	1,683,045	10.2%
Mar	2,173,758	1,987,512	9.4%	27,460	76,046	-63.9%	134,190	134,920	-0.5%	2,335,408	2,198,478	6.2%	2,022,327	15.5%
Apr	1,841,979	1,727,419	6.6%	17,695	87,996	-79.9%	115,977	130,690	-11.3%	1,975,651	1,946,105	1.5%	1,775,429	11.3%
May	1,999,375	1,862,079	7.4%	59,846	230,326	-74.0%	164,704	111,822	47.3%	2,223,925	2,204,227	0.9%	1,988,894	11.8%
June	2,390,199	2,215,401	7.9%	-33,455	55,698	-160.1%	126,101	162,206	-22.3%	2,482,846	2,433,305	2.0%	2,242,309	10.7%
July														
Aug														
Sept														
Oct														
Nov														
Dec														
YTD Total	11,893,629	10,974,292	8.4%	145,327	641,530	-77.3%	753,827	774,259	-2.6%	12,792,783	12,390,081	3.3%	11,360,060	12.6%

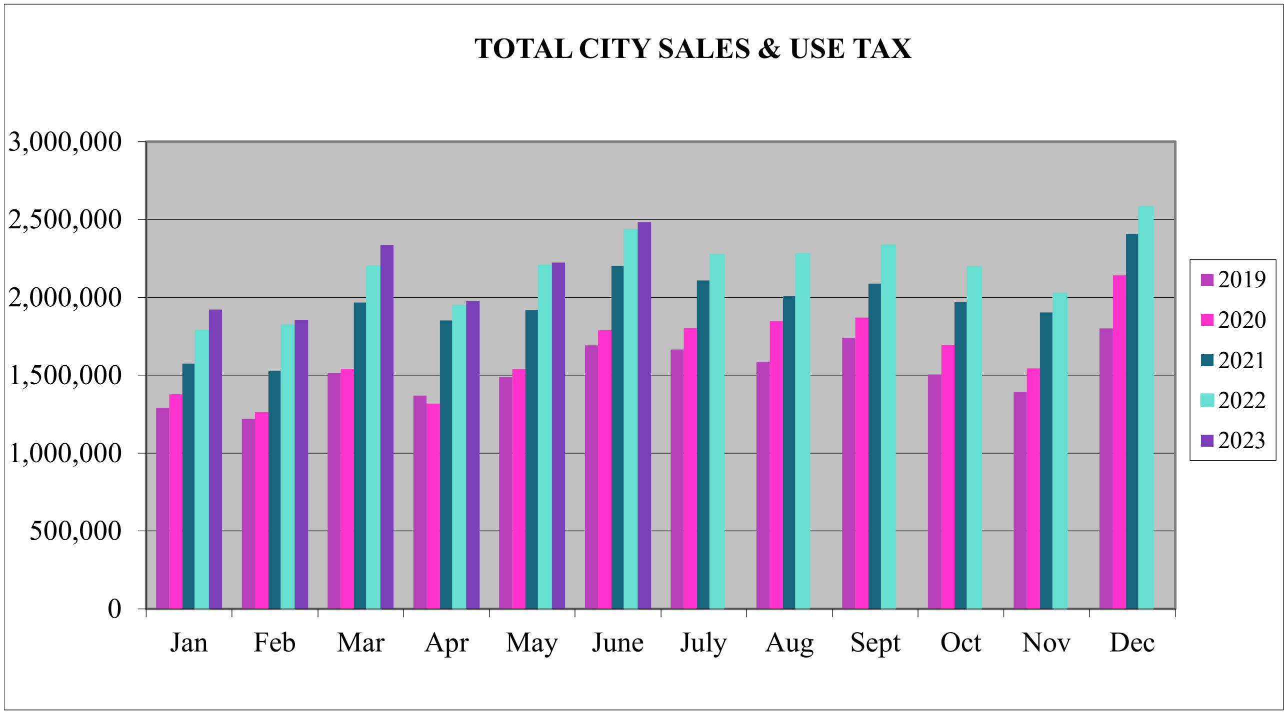
	PSST Retail Sales Tax 0.58%			PSST Construction Use Tax 0.58%			PSST Use & Auto Tax 0.58%			Total Collected PSST Sales and Use Tax			PSST Budget		Montrose Recreation District 0.3%		
Month	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Budget 2023	Budget Variance 2023	Current Year 2023	Prior Year 2022	% of Increase/ Decrease
Jan	344,571	306,061	12.6%	5,867	20,501	-71.4%	20,836	19,988	4.2%	371,274	346,550	7.1%	324,351	14.5%	192,039	179,323	7.1%
Feb	330,129	311,225	6.1%	8,397	19,789	-57.6%	20,316	25,373	-19.9%	358,842	356,387	0.7%	334,061	7.4%	185,611	184,349	0.7%
Mar	420,753	385,493	9.1%	15,169	14,702	3.2%	25,943	26,085	-0.5%	461,865	426,280	8.3%	399,885	15.5%	238,895	220,486	8.3%
Apr	356,184	334,940	6.3%	27,584	17,005	62.2%	22,422	25,267	-11.3%	406,190	377,212	7.7%	353,647	14.9%	210,097	195,107	7.7%
May	386,374	360,979	7.0%	33,199	52,447	-36.7%	31,843	21,619	47.3%	451,416	435,045	3.8%	405,460	11.3%	233,767	225,444	3.7%
June	462,432	429,836	7.6%	42,300	16,305	159.4%	24,380	31,360	-22.3%	529,112	477,501	10.8%	447,798	18.2%	273,705	246,982	10.8%
July																	
Aug																	
Sept																	
Oct																	
Nov																	
Dec*																	
YTD Total	2,300,443	2,128,534	8.1%	132,516	140,749	-5.8%	145,740	149,690	-2.6%	2,578,699	2,418,973	6.6%	2,265,202	13.8%	1,334,114	1,251,691	6.6%

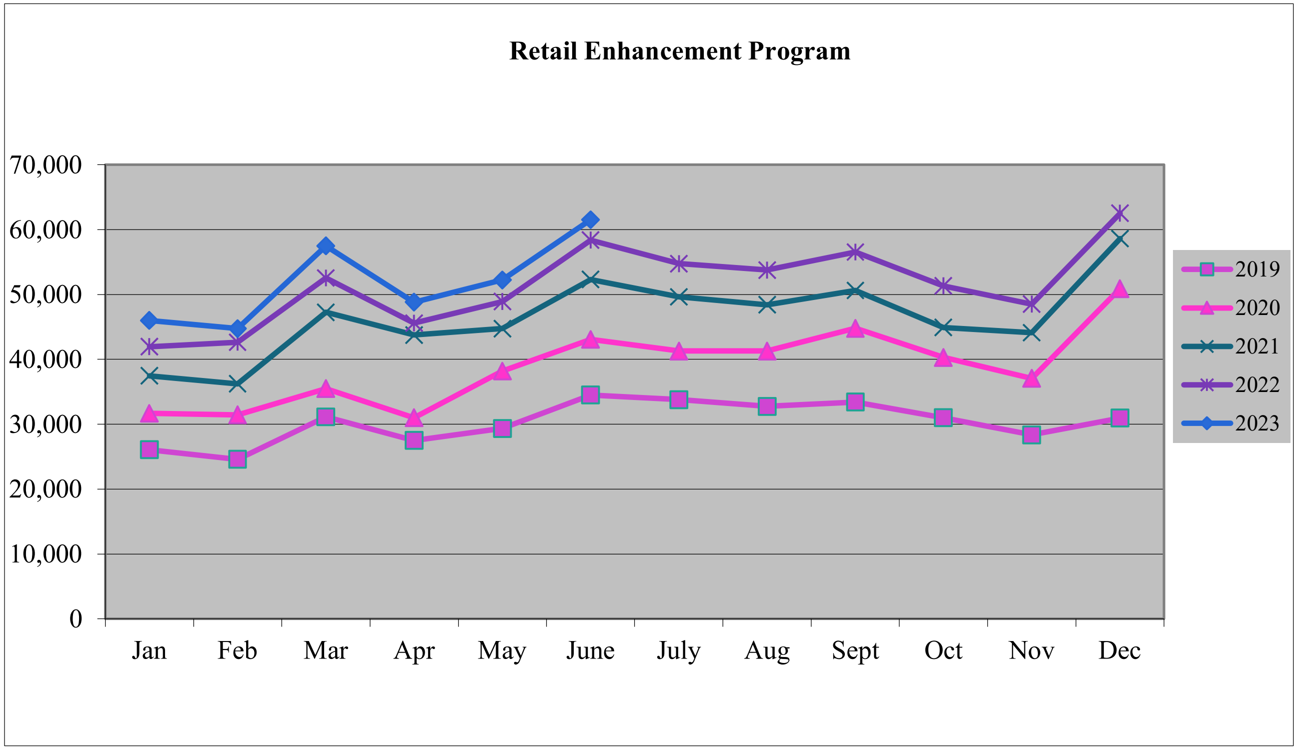
Month	Hotel Excise Tax 0.90%			Restaurant Excise Tax 0.80%			Total Collected Hotel & Restaurant Tax			Hotel & Restaurant Budget	
	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Current Year 2023	Prior Year 2022	% of Increase/ Decrease	Budget 2023	Budget Variance 2023
Jan	6,544	5,955	9.9%	48,068	41,684	15.3%	54,612	47,639	14.6%	36,187	50.9%
Feb	8,878	8,950	-0.8%	46,294	40,341	14.8%	55,172	49,291	11.9%	36,052	53.0%
Mar	11,162	10,230	9.1%	54,783	50,142	9.3%	65,945	60,372	9.2%	46,314	42.4%
Apr	10,141	8,308	22.1%	49,063	45,463	7.9%	59,204	53,771	10.1%	45,304	30.7%
May	15,888	12,554	26.6%	55,199	53,772	2.7%	71,087	66,326	7.2%	51,214	38.8%
June	32,256	22,804	41.4%	61,562	53,172	15.8%	93,818	75,976	23.5%	63,322	48.2%
July											
Aug											
Sept											
Oct											
Nov											
Dec											
YTD	84,869	68,801	23.4%	314,969	284,574	10.7%	399,838	353,375	13.1%	278,393	43.6%

Retail Enhancement Program		
Current Year 2023	Prior Year 2022	%of Increase/ Decrease
45,984	41,956	9.6%
44,747	42,614	5.0%
57,475	52,537	9.4%
48,805	45,597	7.0%
52,243	48,922	6.8%
61,538	58,361	5.4%
310,792	289,987	7.2%






TOTAL CITY SALES & USE TAX
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
Oct
Nov
Dec
2019
2020
2021
2022
2023


Retail Enhancement Program
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Jan
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May
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July
Aug
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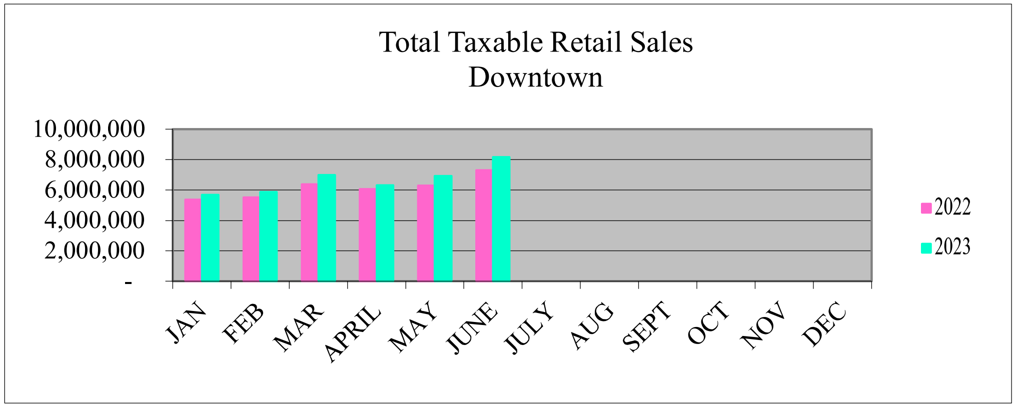
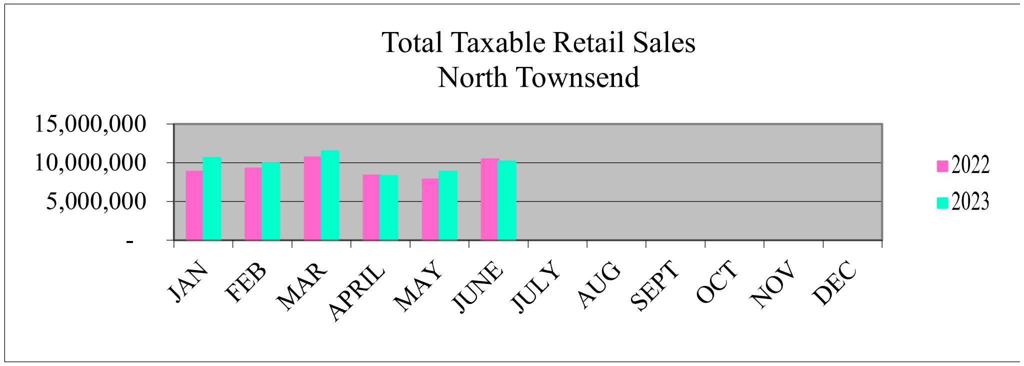
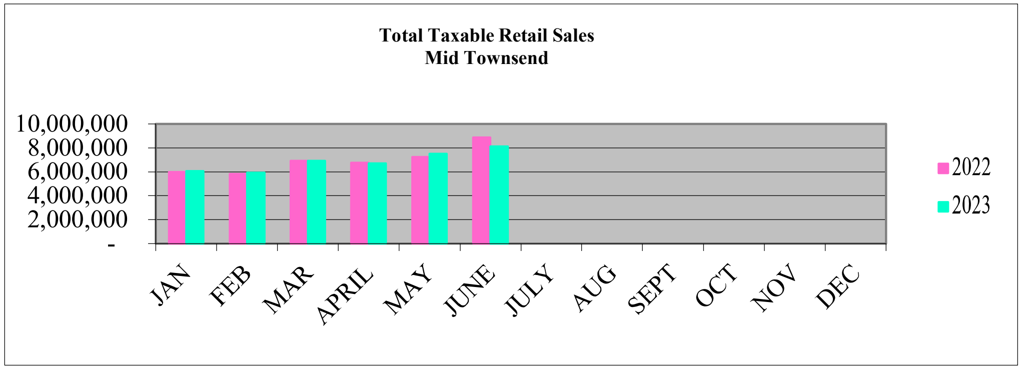
Dec
2019
2020
2021
2022
2023



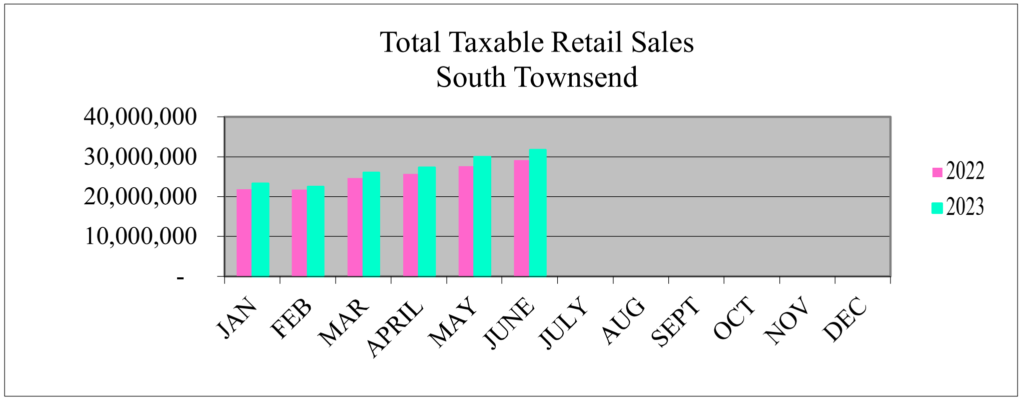
AREA 1: **DOWNTOWN BOUNDARY**



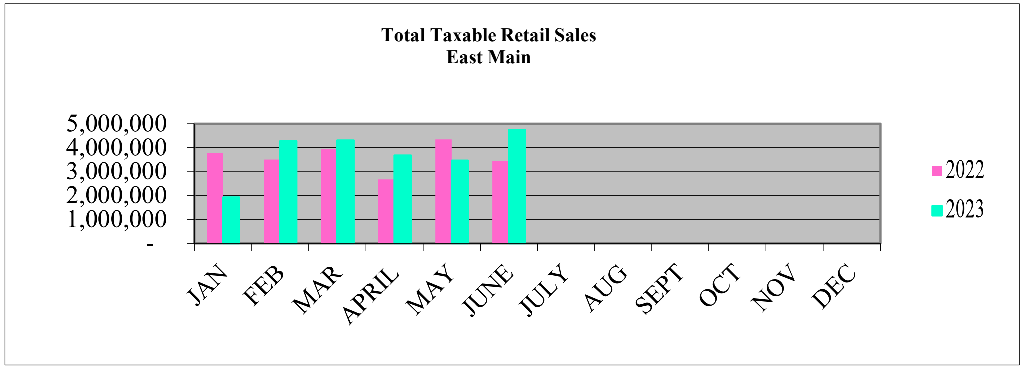
AREA 2: ***NORTH CITY LIMIT TO NORTH 2ND STREET**



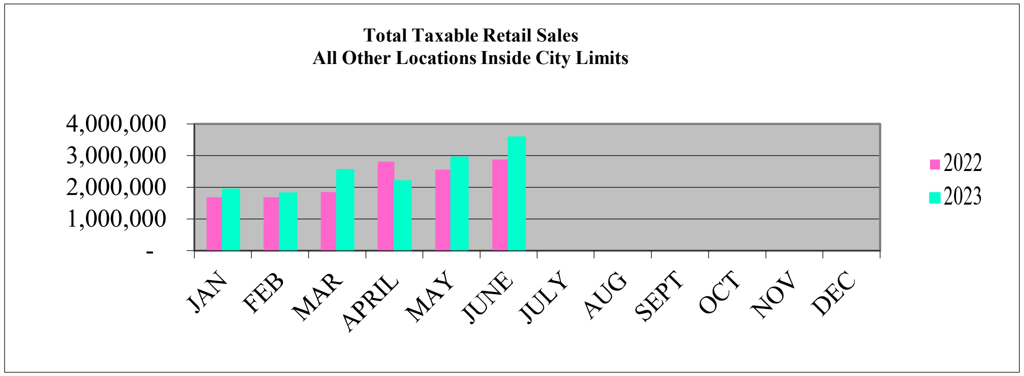
AREA 3: MID TOWNSEND SOUTH 2ND STREET TO E OAK GROVE RD



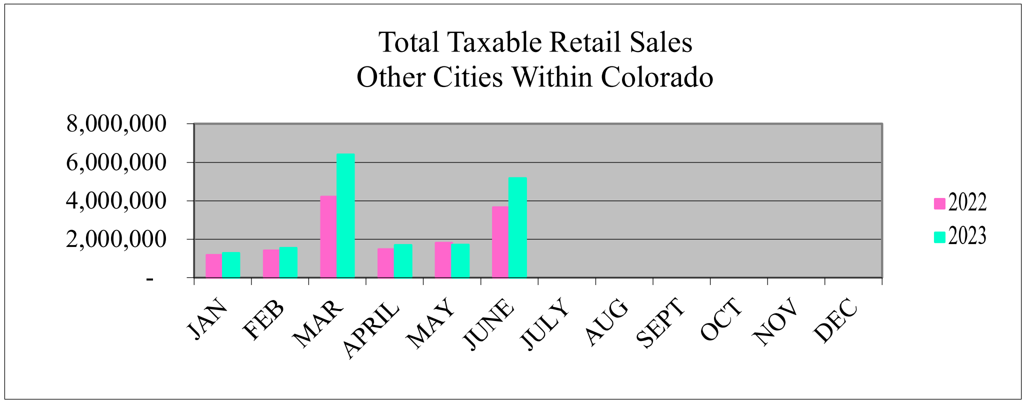
AREA 4: SOUTH TOWNSEND E OAK GROVE RD TO SOUTH CITY LIMIT



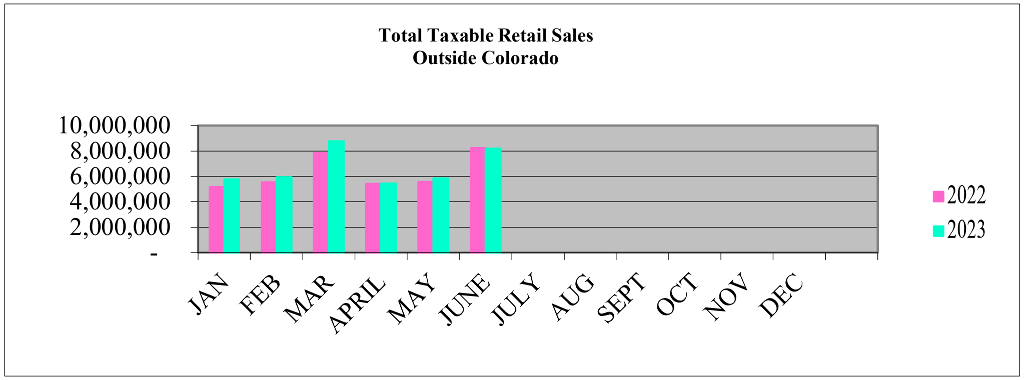
AREA 5: EAST MAIN SAN JUAN AVENUE TO EAST CITY LIMIT



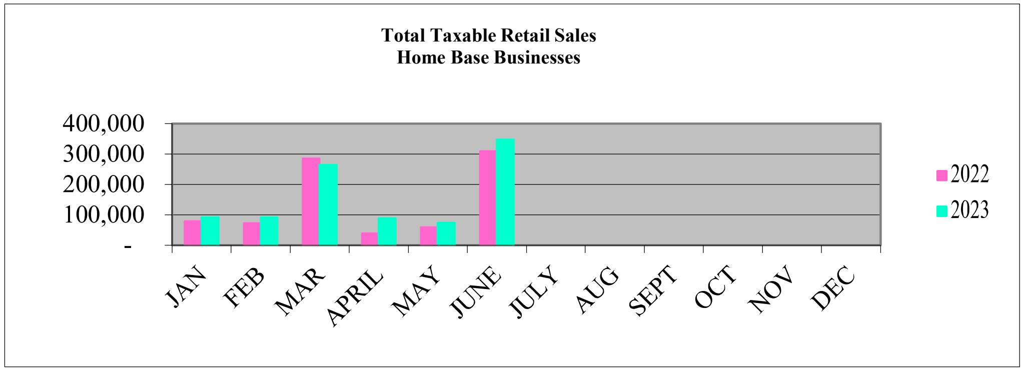
AREA 6: ALL OTHER LOCATIONS INSIDE CITY LIMITS OF MONTROSE



AREA 7: OTHER CITIES WITHIN COLORADO



AREA 8: OUTSIDE COLORADO



AREA 9: HOME BASE BUSINESSES

City of Montrose
Quarterly Budget Report

Second Quarter Ending June 30, 2023 — August 15, 2023

The attached Financial Report represents **unaudited** revenues and expenditures as of the end of the second quarter of 2023 with a comparison to the budget.

The main operating fund of the city is the General Fund. Revenues have been collected at 55.3% and 46.5% of the expenditures has been expended. Sales and Use Taxes at 3% comprise more than 75% of the total revenue in the General Fund and no mill levy/property tax is assessed or collected. Compared to 2022 collections, retail sales tax and total sales and use tax collections through June increased 8.4% and 3.3% respectively.

On November 5, 2019, the voters approved an increase of .58% to the sales and use tax rate to fund public safety. Compared to 2022 sales and use tax collections through June for the Public Safety fund increased 6.6%. Public safety revenues have been collected at 51.7% and 43% has been expended in 2023.

On April 1, 2014, voters approved an additional .3% sales and use tax to be collected by the city which has been used by the Montrose Recreation District to fund the new community recreation center on Woodgate Road. Collections for 2023 through June total $1,334,114 which is a 6.6% increase over 2022 collections.

The following capital projects were budgeted in the Governmental Funds for 2023. These projects are all in process:

- 6700 Road Extension
- Buckley Park Playground
- “Keep Montrose Moving” deferred maintenance projects
- New City Hall Construction
- Land Acquisition and Design for new Public Works

	Revenues collected YTD compared to Budget for 2023	Expenses paid YTD compared to Budget for 2023
Water Fund	51.5%	33.4%
Sewer Fund	51.3%	43.6%
Trash & Recycling Fund	52.6%	37.8%
Black Canyon Golf Course	64.2%	37.8%

Water Fund Capital improvement projects include:

- Valve and hydrant replacement
- PRV upgrade and monitoring equipment
- Southeast Water Transmission Main – Year 2
- West Main Water line replacement

Sewer Fund Capital improvement projects include:

- Sewer rehabilitation/replacement
- Manhole rehabilitation & H2S lining
- Lift station elimination
- Block 93 sewer improvements
- Motor Control Center Upgrade and Perimeter fencing at WWTP

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

UNAUDITED

Treasurer's Report
June 30, 2023

Description	Checking	Savings	CD's	**Total**	**Restricted Funds	Available Totals
General Fund	4,520,627	10,738,158	4,575,517	19,834,302	403,794	19,430,508
Public Safety Fund	1,106,024	2,913,067		4,019,091		4,019,091
Retail Sales Enhancement	302,112	234,700		536,812	536,812	
Tourism	135,396	801	50,913	187,110	187,110	
Water Fund	1,541,883	4,079,623	656,089	6,277,595	-	6,277,595
Sewer Fund	280,025	1,572,525	1,174,377	3,026,928		3,026,928
Trash/Recycling Fund	236,733	482,817	-	719,550		719,550
Black Canyon Golf Course	600,696	52,173		652,869		652,869
Internal Service Funds	829,137	2,421,979	529,496	3,780,611		3,780,611
Health/Dental Mgmt	238,002	2,689,306		2,927,308		2,927,308
Total Operating	9,790,636	25,185,148	6,986,392	41,962,176	1,127,716	40,834,460
Downtown Improvement	3,614	15,619	-	19,233	19,233	
Downtown Opportunity Loan	95,517	86,249		181,766	181,766	
Public Education Government	7,389	52,173	-	59,562	59,562	
Surplus & Deficiency Fund	13,811	-	51,056	64,867	64,867	
Conservation Trust	3,763	232,623		236,385	236,385	
Pavilion Capital	6,298			6,298	6,298	
Montrose Urban Renewal	(4,390,374)	-		(4,390,374)	(4,390,374)	
Special Benefit Fund	255,960	150,387	-	406,347	406,347	
2010 Excise Tax Bonds	773,027			773,027	773,027	
EDA Fireflow Loan	-			-	-	
Demoret Trust	162	3,121	327,250	330,533	330,533	
Cemetery Perpetual	7,281	121,001		128,282	128,282	
SID Revolving	27,776	19,126	203,652	250,555	250,555	
Grand/Rio Grande	11,385	976,192	504,659	1,492,236	1,492,236	
Capital Improvements	624	1,908,595	-	1,909,219	1,909,219	
Total Non-Operating	(3,183,767)	3,565,086	1,086,617	1,467,937	1,467,937	
Grand Total	6,606,870	28,750,234	8,073,009	43,430,113	2,595,653	40,834,460

*CD's are available upon maturity.
**Restricted funds are in accordance with Council action, grant, State or Federal Mandate.
Savings Interest Rate 5.2%
CD Interest Rates Range from 1.07% to 5.15%

CITY OF MONTROSE
REVENUE & EXPENDITURE SUMMARY
as of June 30, 2023 - unaudited

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL FUND					
REVENUE					
TAXES (SALES & FRANCHISE)	2,601,440	13,569,931	25,220,189	11,650,258	53.8%
LICENSES & PERMITS	44,949	241,442	689,697	448,255	35.0%
INTERGOVERNMENTAL REVENUES	89,474	870,898	1,237,098	366,200	70.4%
CHARGES FOR SERVICES	(4,810)	21,143	58,779	37,636	36.0%
PAVILION REVENUES	-	62,560	108,184	45,624	57.8%
BASEBALL REVENUES	-	8,975	18,683	9,708	48.0%
FINES & FORFEITURES	5,680	32,959	146,670	113,712	22.5%
LEASES & RENTAL OF CITY FACILITIES	17,285	111,909	69,680	(42,229)	160.6%
TRANSFERS FROM OTHER FUNDS	49,480	296,883	593,765	296,882	50.0%
INCOME FROM INVESTMENTS	43,920	265,718	50,100	(215,618)	530.4%
OTHER FINANCING SOURCES	167	1,000	2,000	1,000	50.0%
TOTAL REVENUE	2,847,585	15,483,416	28,194,845		55.3%
TRANSFER FROM RESERVES	546,586	828,200	6,880,533		
TOTAL REVENUE AND RESERVES	3,394,171	16,311,616	35,075,378		
EXPENDITURES					
CITY COUNCIL	12,367	102,215	173,478	71,263	58.9%
YOUTH COUNCIL	317	1,482	17,450	15,968	8.5%
ECONOMIC DEVELOPMENT & COMMUNITY PROG	347,293	613,489	2,470,023	1,856,534	24.8%
CITY ATTORNEY	67,199	252,427	510,497	258,069	49.4%
CITY MANAGER	45,233	199,532	388,052	188,520	51.4%
COMMUNICATIONS	16,706	71,576	151,073	79,498	47.4%
COMPETITIVE SPORTS	15,555	28,964	55,654	26,690	52.0%
HUMAN RESOURCES	45,282	245,359	525,573	280,214	46.7%
PAVILION	53,588	279,462	629,853	350,391	44.4%
GEOGRAPHIC INFORMATION SERVICE	42,681	193,855	443,120	249,265	43.7%
FINANCE	98,951	368,868	850,368	481,499	43.4%
MUNICIPAL COURT	31,294	145,321	272,116	126,795	53.4%
TEEN COURT	-	2,100	8,415	6,315	25.0%
PLANNING	45,933	222,732	581,159	358,427	38.3%
INNOVATION & COMM ENGAGEMT	77,118	222,991	168,330	(54,662)	132.5%
CITY CLERK	30,204	152,705	328,777	176,072	46.4%
BUILDING	46,359	252,601	418,790	166,189	60.3%
ENGINEERING	74,522	405,105	378,056	(27,048)	107.2%
PUBLIC WORKS ADMIN	79,007	336,281	456,760	120,479	73.6%
STREETS	354,367	1,402,993	3,188,099	1,785,106	44.0%
STREET CLEANING	36,881	198,231	500,941	302,710	39.6%
PARKS	226,814	737,781	2,625,080	1,887,299	28.1%
TREE PROGRAM	7,963	18,587	112,000	93,413	16.6%
SUNSET MESA MAINTENANCE	19,496	100,804	176,368	75,564	57.2%
CEMETERY	13,978	49,648	195,850	146,202	25.3%
TRANSFERS TO OTHER FUNDS	1,604,361	9,626,168	19,186,764	9,560,596	50.2%
INSURANCE AND GF FLEET LEASE	631	80,339	262,733	182,394	30.6%
TOTAL EXPENDITURES	3,394,171	16,311,616	35,075,378		46.5%
REVENUE OVER(UNDER) EXP.	(0)	(0)	(0)		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
PUBLIC SAFETY FUND					
REVENUE					
SALES AND USE TAXES	529,111	2,576,777	4,796,132	2,219,355	53.7%
GRANTS	1,406	36,935	88,000	51,065	42.0%
CHARGES FOR SERVICES	13,614	45,208	80,000	34,792	56.5%
INSURANCE CLAIMS AND DONATIONS	4,416	20,188	44,300	24,112	45.6%
INTEREST INCOME	11,339	64,295	1,000	(63,295)	6429.5%
TRANSFER FROM GENERAL FUND	696,674	4,180,043	8,360,085	4,180,043	50.0%
DRUG TASKFORCE	-	30	25,000	24,970	0.1%
TOTAL REVENUE	1,256,562	6,923,478	13,394,517		51.7%
TRANSFER FROM RESERVES					
TOTAL REVENUE AND RESERVES	1,256,562	6,923,478	13,394,517		
EXPENDITURES					
POLICE PATROL	678,447	3,980,527	8,387,515	4,406,987	47.5%
POLICE ADMINISTRATION	250,101	1,128,078	3,632,170	2,504,092	31.1%
DRUG TASKFORCE	55,690	214,312	545,207	330,895	39.3%
CODE ENFORCEMENT	10,529	52,441	134,173	81,732	39.1%
POLICE ACADEMY	23,489	99,907	164,463	64,556	60.7%
ANIMAL SERVICES	59,865	287,842	530,990	243,148	54.2%
TOTAL EXPENDITURES	1,078,121	5,763,108	13,394,517		43.0%
REVENUE OVER/UNDER EXP	178,441	1,160,370	(0)		
RETAIL SALES ENHANCEMENT FUND					
REVENUE					
TAXES	61,538	310,793	580,400	269,607	53.5%
GRANTS	-	-	2,500	2,500	0.0%
OTHER REVENUE	2,782	11,493	26,100		
TRANSFER FROM GENERAL FUND	7,350	44,100	88,200		
TRANSFER FROM RESERVES	9631	60953	9,182		
TOTAL REVENUE	81,301	427,339	706,382	272,107	60.5%
EXPENDITURES					
DART/BUSINESS OPERATIONS	81,180	297,185	683,482	386,297	43.5%
MONTROSE UNIVERSITY	120	8,248	22,900	14,652	36.0%
TOTAL EXPENDITURES	81,300	305,433	706,382	400,950	43.2%
REVENUE OVER(UNDER) EXP.	0	121,906	(0)		
OPPORTUNITY LOAN FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
PRINCIPAL & INTEREST PAYMENTS	-	981	3,800	2,819	25.8%
TRANSFER FROM RESERVES			56,200	-	
TOTAL REVENUE	-	981	60,000	2,819	
EXPENDITURES					
DOWNTOWN OPPORTUNITY FUND	-	-	60,000	60,000	
REVENUE OVER(UNDER) EXP.	-	981	-		
PUBLIC/EDUCATION/GOVERNMENT					
REVENUE					
PEG FEE	1,092	33,128	16,000	(17,128)	207.1%
INTEREST INCOME	220	1,261	150	(1,111)	
TOTAL REVENUE	1,312	34,389	16,150	(18,239)	212.9%
TRANSFER FROM RESERVE					
TOTAL REVENUE AND RESERVES	1,312	34,389	16,150	-	212.9%
EXPENDITURES	334	2,003	14,005	12,003	14.3%
REVENUE OVER(UNDER) EXP.	978	32,386	2,145		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
CONSERVATION TRUST FUND					
REVENUE					
LOTTERY REVENUE	33,483	76,141	115,000	38,859	66.2%
INCOME FROM INVESTMENTS	2,910	15,793	1,000	(14,793)	1579.3%
TRANSFER FROM RESERVES		110,334			
TOTAL REVENUE	36,393	202,267	116,000	24,067	174.4%
EXPENDITURES					
CONSERVATION TRUST	23,109	202,267	-	(202,267)	
REVENUE OVER(UNDER) EXP.	13,283	0	116,000		
MURA - COLORADO OUTDOORS					
REVENUE					
INTERGOVERNMENTAL REVENUES	41,512	345,638	408,000	62,362	84.7%
INTEREST INCOME	-	-	-	-	
OTHER FINANCING SOURCES	-	-	-	-	
TOTAL REVENUE	41,512	345,638	408,000	62,362	84.7%
EXPENDITURES					
PROFESSIONAL FEES	4,125	516,282	250,000	(266,282)	206.5%
TRAIL DEVELOPMENT - RIVER	-	-	-	-	
UNCOMPAHGRE RIVER WORK	-	-	-	-	
BUSINESS DEVELOPMENT - PUBLIC IMP	27,459	33,249	950,000	916,751	3.5%
TOTAL EXPENDITURES	31,583	549,531	1,200,000	650,469	45.8%
REVENUE OVER(UNDER)EXP.	9,929	(203,893)	(792,000)	(588,107)	
SPECIAL BENEFIT FUND					
REVENUE					
GRANTS	-	-	-	-	
CHARGES FOR SERVICES	3,150	20,475	31,100	10,625	65.8%
DONATIONS FROM THE COMMUNITY	2,592	27,890	20,000	(7,890)	139.5%
INTEREST INCOME	220	1,261	100	(1,161)	1260.6%
TRANSFER FROM RESERVE		-	35,989	-	
TOTAL REVENUES	5,962	49,626	87,189	1,574	56.9%
EXPENDITURES					
CARE OF ANIMALS	3,220	16,515	87,189	70,674	18.9%
SUNSET MESA IMPROVEMENTS	-	-	-	-	
TOTAL EXPENDITURES	3,220	16,515	87,189	70,674	18.9%
REVENUE OVER(UNDER) EXP.	2,742	33,111	-		
TOURISM PROMOTIONAL FUND					
REVENUE					
EXCISE TAX	94,977	400,772	737,900	337,128	54.3%
SPECIAL EVENTS	2	29	1,000	971	2.9%
VISITOR GUIDE AD/MERCHANDISE SALES	220	9,807	11,000	1,193	89.2%
INTEREST INCOME	3	31	1,000	969	3.1%
TOTAL REVENUE	95,203	410,639	750,900	340,261	54.7%
TRANSFER FROM RESERVES		-	68,903		
TOTAL REVENUE AND RESERVES	95,203	410,639	819,803		50.1%
EXPENDITURES					
MARKETING	53,350	207,932	466,225	258,293	44.6%
VISITOR CENTER OPERATIONS	8,969	58,763	122,520	63,757	48.0%
SPECIAL EVENT OPERATIONS	26,143	108,022	218,858	110,836	49.4%
SPORTS TOURISM	2,984	5,784	12,200	6,416	47.4%
TOTAL EXPENDITURES	91,447	380,501	819,803	439,302	46.4%
REVENUE OVER(UNDER) EXP.	3,755	30,138	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL DEBT SERVICE					
REVENUE					
OTHER FINANCING SOURCES	122,545	735,271	1,228,451	493,180	59.9%
TRANSFER FROM RESERVE			301,000		
TOTAL REVENUES	122,545	735,271	1,529,451	493,180	
EXPENDITURES					
2020 PUBLIC SAFETY CERTIFICATE OF PARTICIPATION	-	278,297	901,594	623,297	30.9%
2017 INFRASTRUCTURE IMPROVEMENT LOAN	-	344,167	627,857	283,690	54.8%
TOTAL EXPENDITURES	-	622,464	1,529,451	906,987	
REVENUE OVER(UNDER) EXP.	122,545	112,807	-		
CEMETERY PERPETUAL CARE FUND					
REVENUE					
CHARGES FOR SERVICES	480	480	2,000	1,520	24.0%
INCOME FROM INVESTMENTS	536	3,021	200	(2,821)	1510.4%
TOTAL REVENUE	1,016	3,501	2,200	(1,301)	
EXPENDITURES					
CEMETERY PERPETUAL CARE	167	1,000	2,000	1,000	50.0%
REVENUE OVER(UNDER) EXP.	849	2,501	200		
SPECIAL IMPROVEMENTS REVOLVING					
REVENUE					
MONTHLY PRINCIPAL AND INTEREST	20,283	20,283	53,500	33,217	37.9%
INCOME FROM INVESTMENTS	1,898	10,817	2,500	(8,317)	432.7%
TOTAL REVENUE	22,181	31,100	56,000	24,900	
TRANSFER FROM RESERVES			-		
TOTAL REVENUE AND RESERVES	22,181	31,100	56,000		
EXPENDITURES					
COUNTY COLLECTION FEE	16	122	1,200	1,078	10.2%
TOTAL EXPENDITURES	16	122	1,200	1,078	
REVENUE OVER(UNDER) EXP.	22,165	30,978	54,800		
CAPITAL and FACILITY IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	1,800,000	1,800,000	
GRANT MATCH FROM OTHER ENTITIES	-	-	-	-	
INCOME FROM INVESTMENTS	14,966	85,193	20,000	(65,193)	426.0%
TRANSFER FROM GENERAL FUND	809,628	4,857,770	9,715,539	4,857,770	50.0%
TOTAL REVENUE	824,594	4,942,963	11,535,539	6,592,576	42.8%
TRANSFER FROM RESERVES	6,900			-	
TOTAL REVENUE AND RESERVES	831,494	4,942,963	11,535,539		
EXPENDITURES					
FACILITY IMPROVEMENTS	26,766	1,150,881	2,170,000	1,019,119	53.0%
CURB/GUTTER/SIDEWALK	129,224	593,080	250,000	(343,080)	237.2%
CAPITAL IMPROVEMENTS	659,391	1,978,689	8,980,000	7,001,311	22.0%
CONNECT TRAIL	16,113	39,127	100,000	60,873	
BALDRIDGE PARK IMPROVEMENTS	-	-	-	-	
DOWNTOWN SALES TAX TIF	-	109,695	9,000	(100,695)	
TOTAL EXPENDITURES	831,495	3,871,472	11,509,000	7,637,528	33.6%
REVENUE OVER(UNDER) EXP.	(0)	1,071,491	26,539		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
WATER FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	7,000	7,000	0.0%
WATER REVENUES	824,009	2,933,822	6,709,983	3,776,161	43.7%
WATER CAPACITY FEES	96,952	195,755	304,087	108,332	64.4%
INCOME FROM INVESTMENTS	27,207	154,005	12,500	(141,505)	1232.0%
TOTAL REVENUE	948,168	3,283,581	7,033,570	3,749,989	51.5%
TRANSFER FROM RESERVES			798,198		
TOTAL REVENUE AND RESERVES	948,168	3,283,581	7,831,768	3,749,989	
EXPENDITURES					
RECORDS & COLLECTION	21,376	115,279	244,680	129,401	47.1%
WATER DIST & ADMIN	466,814	2,495,396	7,392,975	4,897,579	33.8%
WATER DEBT SERVICE	-	3,556	194,112	190,556	1.8%
TOTAL EXPENDITURES	488,190	2,614,231	7,831,768	5,217,537	33.4%
REVENUE OVER(UNDER) EXP.	459,977	669,350	0		
SEWER FUND					
REVENUE					
CHARGES FOR SERVICES	1,941	12,285	18,500	6,215	66.4%
SEWER REVENUES	315,906	1,676,984	3,795,622	2,118,638	44.2%
SEWER LEASE & CAPACITY FEES	312,168	591,265	697,859	106,594	84.7%
INCOME FROM INVESTMENTS	6,737	38,792	6,500	(32,292)	596.8%
TOTAL REVENUE	636,752	2,319,326	4,518,481		51.3%
TRANSFER FROM RESERVES		40,539	888,905		
TOTAL REVENUE AND RESERVES	636,752	2,359,865	5,407,386		
EXPENDITURES					
RECORDS & COLLECTION	4,663	22,370	49,043	26,673	45.6%
SEWER LINE MAINT & ADMIN	185,443	1,493,363	3,287,965	1,794,602	45.4%
SEWER TREATMENT	220,005	839,208	1,875,656	1,036,448	44.7%
INDUSTRIAL PRETREATMENT	-	2,149	33,150	31,001	6.5%
SEWER DEBT SERVICE	-	2,774	161,572	158,798	1.7%
TOTAL EXPENDITURES	410,110	2,359,865	5,407,386		43.6%
REVENUE OVER(UNDER) EXP.	226,642	0	(0)		
TRASH & RECYCLING FUND					
REVENUE					
CHARGES FOR SERVICES	197,615	1,169,143	2,247,795	1,078,652	52.0%
SALE OF SUPPLIES	342	5,625	5,495	(130)	102.4%
INCOME FROM INVESTMENTS	2,038	11,665	1,000	(10,665)	
TOTAL REVENUE	199,994	1,186,434	2,254,290		52.6%
TRANSFER FROM RESERVES	29,187	-	295,574		
TOTAL REVENUE AND RESERVES	229,181	1,186,434	2,549,864		
EXPENDITURES					
RECORDS & COLLECTION	4,587	22,371	61,055	38,684	36.6%
SANITATION OPER & ADMIN	224,594	941,913	2,488,809	1,546,896	37.8%
TOTAL EXPENDITURES	229,181	964,284	2,549,864	1,585,580	37.8%
REVENUE OVER(UNDER) EXP.	0	222,149	(0)		
BLACK CANYON GOLF COURSE					
REVENUE					
GOLF ROUNDS	112,510	318,363	253,700	(64,663)	125.5%
ANNUAL MEMBERSHIPS	2,100	163,563	113,500	(50,063)	144.1%
OTHER SALES	13,135	68,761	336,500	267,739	20.4%
TRANSFER FROM GENERAL FUND	57,924	347,541	695,083	347,542	50.0%
TOTAL REVENUE	185,668	898,228	1,398,783		64.2%
EXPENDITURES					
TURF MAINTENANCE OPERATIONS	63,509	182,207	594,549	412,342	30.6%
BUSINESS OPERATIONS/CLUBHOUSE	56,293	222,119	495,904	273,785	44.8%
RUSTY PUTTER RESTAURANT	39,300	123,808	308,330	184,522	40.2%
TOTAL EXPENDITURES	159,103	528,135	1,398,783	870,648	37.8%
REVENUE OVER(UNDER) EXP.	26,565	370,093	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
INTERNAL SERVICE FUNDS					
REVENUE					
SHARED SERVICES	-	-	74,903	74,903	
CHARGES FOR SERVICE	120	580	2,483	1,903	
SALE OF ASSETS & EQUIPMENT USAGE	533,264	3,006,010	7,381,398	4,375,388	40.7%
INCOME FROM INVESTMENTS	11,312	64,336	18,000	(46,336)	
TOTAL REVENUE	544,696	3,070,926	7,476,784		41.1%
TRANSFER FROM RESERVE	571,619	833,777	194,451		
TOTAL REVENUE AND RESERVES	1,116,315	3,904,703	7,671,235		
EXPENDITURES					
FLEET MANAGEMENT	819,614	2,111,943	3,339,808	1,227,865	63.2%
INFORMATION SERVICES	155,543	1,054,837	2,201,428	1,146,591	47.9%
FACILITY MANAGEMENT	141,157	737,923	2,129,998	1,392,075	34.6%
TOTAL EXPENDITURES	1,116,315	3,904,703	7,671,235	3,766,531	
REVENUE OVER(UNDER) EXP.	0	0	0		
HEALTH & DENTAL MGMT FUND					
REVENUE					
WESTCO PREMIUMS	25,387	132,606	300,000	167,394	44.2%
REFUNDS & REBATES	-	90,444	505,000	414,556	17.9%
INCOME FROM INVESTMENTS	11,482	64,984	15,000	(49,984)	433.2%
FROM OTHER FUNDS WITHIN THE CITY	197,087	1,624,504	2,005,000	380,496	81.0%
TRANSFER FROM RESERVES	58,140	321,086	270,600		
TOTAL REVENUE	292,096	2,233,624	3,095,600		72.2%
HEALTH & DENTAL PREMIUMS & CLAIMS	292,096	2,233,624	3,095,600	861,976	72.2%
REVENUE OVER(UNDER) EXP.	0	0	-		