



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, May 21, 2024 - 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 online via livestream](#) and video recordings of the meetings can be viewed on our [YouTube page](#).

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. Schedule time to book this resource, by [emailing the City](#) at least 3 days before the meeting.

- 1) City Council meeting called to order by Mayor J. David Reed
- 2) The Pledge of Allegiance
- 3) Roll call
- 4) Changes to the agenda including additions and deletions
- 5) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

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



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

Please refrain from any personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial, or gender-oriented slurs as they may be considered "disorderly conduct" which violates state or local law.

6) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the May 7, 2024, regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

Action: Consider making a motion to approve the minutes of the May 7, 2024 regular City Council meeting as presented.

7) ORDINANCE 2663 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2663 on second reading, an Ordinance of the City of Montrose, Colorado for the annexation of the Blowers Addition. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2663 on second reading as presented.

8) ORDINANCE 2664 - SECOND READING (5 minutes)

City Council consideration of Ordinance 2664 on second reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Blowers Addition as an "R-L", Rural Living District. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2664 on second reading as presented.

9) ORDINANCE 2662 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2662 on second reading, an Ordinance of the City of Montrose, Colorado, granting and authorizing the conveyance of an interest in City-owned real estate pursuant to Section 1-9-2 of the Official Code of the City of Montrose. *Staff: City Engineer Scott Murphy*



Action: Accept public comment. Consider making a motion to adopt Ordinance 2662 on second reading as presented.

10) RDMJK WOODGATE DIVISION OF PROPERTY, AMENDMENT NO 1 PLAT (5 minutes)

City Council consideration of approval for the RDMJK Woodgate Division of Property, An Official Act of the City of Montrose, Amendment No. 1 plat to dedicate right of way and associated easements needed for the upcoming roundabout project at the intersection of Woodgate and East Oak Grove Roads. Staff: *City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to approve the RDMJK Woodgate Division of Property, An Official Act of the City of Montrose, Amendment No. 1 plat as presented.

11) SPRUCE POINT UTILITY SERVICE AGREEMENT (10 minutes)

City Council consideration of a utility service agreement with Chipeta Water District and Spruce Point Development Company, LLC to provide City of Montrose water service to currently-undeveloped portions of the Spruce Point Subdivision. Staff: *City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to enter into a utility service agreement with Chipeta Water District and Spruce Point Development Company, LLC as presented.

12) STAFF REPORTS

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

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

13) CITY COUNCIL COMMENTS

14) MOTION TO ADJOURN

A regular meeting of the Montrose City Council was held on Tuesday, May 7, 2024, 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: J. David Reed, Dave Frank, Judy Ann Files, Doug Glaspell, Ed Ulibarri, Maggie Kusar, Jordyn Simo, Hunter Barton, Ann Morgenthaler, Chris Dowsey, Greg Story, Lisa DelPiccolo, Briceida Ortega, Sharon Dunning, Tim Cox, Scott Murphy, Mark Tofflemoyer, Jody Moreland, Rebeqah Love, Erin Maxwell, Matt Magliaro, William Reis

GUESTS: Lance Michaels, James Gorraiz, Stanya Gorraiz, Marisa Borchardt, Erin McCullough, Loren Knobbe

CALL TO ORDER

Mayor J. David Reed called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

MUNICIPAL CLERKS WEEK PROCLAMATION

Mayor J. David Reed and the Montrose City Council proclaimed the week of May 5 through May 11, 2024, as Municipal Clerks Week in the City of Montrose. Mayor Reed presented the proclamation to the City's municipal clerks and court clerks.

MENTAL HEALTH MONTH PROCLAMATION

Mayor J. David Reed and the Montrose City Council proclaimed the month of May 2024 as Mental Health Month in the City of Montrose. Mayor Reed presented the proclamation to Loren Knobbe with Tri-County Health Network.

CALL FOR PUBLIC COMMENT

Dentist Marisa Borchardt spoke in favor of adding fluoride to the water supply for public health benefits.

APPROVAL OF MINUTES

City Council considered the minutes of the April 16, 2024, regular City Council meeting.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve the minutes of the April 16, 2024, regular City Council meeting as presented. All voted yes. Motion passed.

RESCHEDULING OF CITY COUNCIL MEETING

City Council considered the rescheduling of the June 18, 2024, regular City Council meeting to Monday, June 17, 2024, at 6:00 pm in the City Council Chambers.

A motion was made by Dave Frank, seconded by Doug Glaspell, to reschedule the June 18, 2024 regular City Council meeting to Monday, June 17, 2024, at 6:00 pm in the City Council Chambers. All voted yes. Motion passed.

NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

City Council considered an application for a new Hotel and Restaurant liquor license at 1541 Oxbow Drive, 1000a, for Urban Hip-E, LLC, doing business as Urban Hip-E, for consumption on the licensed premises. A hearing was held.

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 the license from being issued.

Applicants James Gorraiz and Stanya Gorraiz were present to answer questions.

Ms. Gorraiz reviewed their plan to offer a unique business with a focus on fresh foods, including greens and vegetables. Ms. Gorraiz said the concept will be easy, healthy options with a Mediterranean feel for working people and families. The applicants operate two restaurants in Telluride, including Steamies Burger Bar that holds a liquor license. Ms. Gorraiz stated that Montrose needs this restaurant to add to the diversity of offerings.

Ms. Gorraiz agreed to the definition of the neighborhood as the city limits and stated that issuing this license will help meet the needs and desires of the neighborhood.

Mr. Dowsey reviewed a summary of a petitioning process that was conducted and stated that 122 signatures were received, all in favor of the license. Erin McCullough with Oedipus Petitioning was present to answer questions.

The applicants stated that they are familiar with Colorado liquor laws and have completed TIPS training. Mr. Gorraiz stated that they will use a point-of-sale system that requires a valid ID. Mr. Gorraiz said that their existing liquor-licensed establishment has not experienced a violation in nine years of existence. Mr. Gorraiz stated that the owners and employees will complete alcohol server training.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve a new Hotel and Restaurant liquor license at 1541 Oxbow Drive, 1000a, for Urban Hip-E, LLC, doing business as Urban Hip-E, for consumption on the licensed premises. All voted yes. Motion passed.

BLOWERS ADDITION ANNEXATION

A hearing was held on the annexation of the Blowers Addition.

Planner II William Reis reviewed the annexation schedule and stated that the 12.94 acres is within the City's Urban Growth Boundary, within City of Montrose water and sewer service areas, and more than 1/6 of the perimeter is contiguous to city limits.

Mr. Reis reviewed the zoning of the surrounding area and the proposed zoning of "RL", Rural Living District, with a one-acre minimum lot size.

Mr. Reis recommended approval of the annexation stating that the proposal is consistent with public health, safety, and welfare, city annexation policies and the Comprehensive Plan. Mr. Reis also recommended approval of the "RL" zoning designation with a minimum lot size of one acre. An annexation agreement has been signed and an annexation impact report was sent to Montrose County.

Resolution 2024-07: City Council considered Resolution 2024-07, Findings of Fact for the Blowers Addition Annexation.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to adopt Resolution 2024-07 as presented. All voted yes. Motion passed.

Ordinance 2663 – First Reading: City Council considered Ordinance 2663 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Blowers Addition. A hearing was held.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Dave Frank, seconded by Doug Glaspell, to pass Ordinance 2663 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2664 – FIRST READING

City Council considered Ordinance 2664 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Blowers Addition as a "R-L," Rural Living District. A hearing was held.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to pass Ordinance 2664 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2661 – SECOND READING

City Council considered Ordinance 2661 on second reading, an Ordinance of the City of Montrose, Colorado, granting and 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 (West South First Street Right of Way).

City Attorney Chris Dowsey reported no changes to Ordinance 2661 since first reading on April 16. Mr. Dowsey stated that a building was constructed in the right of way in the 1960s. The parcel is less than 500 square foot and is not needed for utilities or access.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to adopt Ordinance 2661 on second reading as presented. All voted yes. Motion passed.

WOODGATE-EAST OAK GROVE ROUNDABOUT RIGHT OF WAY CLEANUP MEMORANDUM OF AGREEMENT

City Council considered an agreement with RDMJK Woodgate Investments to facilitate cleanup of rights of way and easements along the southern side of the proposed roundabout at Woodgate and East Oak Grove Roads.

City Engineer Scott Murphy reported that an additional 500 square feet of right of way is needed for the construction of the roundabout at E. Oak Grove and Woodgate Roads. As part of the transaction, the City will also vacate obsolete right of way to the property owner. A Memorandum

of Agreement will outline the transactions, and Ordinance 2662 will authorize the vacation of the obsolete right of way. The transaction will then be formalized with a plat action. Mr. Murphy stated that no compensation is involved, and the City will pay closing costs.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Doug Glaspell, to enter into a right of way cleanup agreement with RDMJK Woodgate Investments as presented. All voted yes. Motion passed.

ORDINANCE 2662 – FIRST READING

City Council considered Ordinance 2662 on first reading, an Ordinance of the City of Montrose, Colorado, granting and authorizing the conveyance of an interest in City-owned real estate pursuant to Section 1-9-2 of the Official Code of the City of Montrose. A hearing was held.

Mayor J. David Reed opened the hearing.

Public comment was accepted. No comments were received.

Mayor Reed closed the hearing.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to pass Ordinance 2662 on first reading as presented. All voted yes. Motion passed.

STAFF REPORTS

City Engineer Scott Murphy reported that road project updates will be posted on the City's Facebook page and on the City website.

Deputy City Manager Ann Morgenthaler stated that the City Hall façade project is underway. City Hall is open during the project but Planning Building staff have temporarily moved to the Visitor Center.

YOUTH CITY COUNCIL REPORT

Youth City Council Mayor Hunter Barton reported that a few Youth City Councilors participated in a legislative trip to Denver in April, and the Youth Council recently completed a street clean-up project. Mr. Barton also reported that an end of year retreat is planned.

CITY COUNCIL COMMENTS

City Councilor Ed Ulibarri asked if handicap parking spots could be made available on Cascade Avenue during the City Hall façade renovations. Deputy City Manager Ann Morgenthaler said that a plan is in place to designate two handicap parking spaces on Cascade Avenue.

City Councilor Judy Ann Files inquired about a facility closure on May 8. City Clerk Lisa DelPiccolo reported that in the early 1900s, a day was designated each spring as Montrose Day and citizens and business owners would beautify their surroundings. In recent years, the City has designated a portion of a day for City employees to complete beautification and organization projects.

Mr. Ulibarri thanked city staff for participating in Cinco de Mayo celebrations.

Mayor Pro Tem Dave Frank acknowledged City Engineer Scott Murphy for a water runoff forecast presented at the May 6 work session.

Ms. Files announced that the upcoming week is National Police Week, and May 15 is Peace Officers Memorial Day. Ms. Files expressed appreciation for all regional law enforcement officers.

Mr. Ulibarri asked if roundabout etiquette information is available on the City website. City Engineer Scott Murphy said that information is posted on social media occasionally.

Mayor J. David Reed reported that the City Council will continue with existing priorities over the next year and will focus on recognizing citizen contributions. Mayor Reed announced the creation of the You Make a Difference Award which will be presented to worthy recipients during City Council meetings.

ADJOURNMENT

At 6:51 p.m., a motion was made by Judy Ann Files, to adjourn the meeting with no further action taken.

ATTEST:

J. David Reed, Mayor

Sharon Dunning, for the City Clerk



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: May 21, 2024
RE: Blowers Addition Annexation
ATTACHMENTS:

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

City Council Consideration:

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

Proposed schedule:

October 16:	Council Work Session Overview
March 19:	Council Resolution to set a hearing date
April 10:	Planning Commission zoning hearing
May 7:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
May 21:	2nd reading of annexation and zoning ordinances

Application Background:

The Blowers Addition is a proposed annexation approximately 12.94 acres in size. The annexation consists of three parcels located on the west side of 6450 Road, south of its intersection with Lincoln Road. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and City of Montrose Water Service Area. Annexation of this property will allow for connection to City utilities. An Annexation Agreement is required.



Proposed Zoning: “RL” Rural Living District

Applicant: Donnie D. Blowers, Barbara A. Blowers

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 11-7-12 (B), Zoning of Additions. The zoning of addition for all property annexed to the City not previously subject to City zoning may be requested or initiated by the City Manager or the owner of any legal interest in the property or such owner’s representative. Proceedings concerning the zoning of property to be annexed may commence at any time prior to the effective date of the annexation ordinance, or thereafter as allowed by law. The Planning Commission shall either recommend approval or denial of the requested zoning to the City Council, which can either ratify the Planning Commission’s decision, or reverse it. The zoning of additions shall be subject to the review procedures of Chapter 11-4 and standards of Section 11-7-4 of this Title, and shall be allowed only upon findings as follows:
 - i. The amendment is not averse to the public health, safety and welfare; and
 - ii. The amendment is in substantial conformity with the Comprehensive Plan; or
 1. Such zoning is compatible with conditions in the area, which have changed materially since the Comprehensive Plan was last updated.
 - b. Municipal Code, Section 11-7-5: The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “RL” Rural Living District, “R-6” Medium Density/Manufactured Housing District, “I-1” Light Industrial District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Blowers Addition as Residential Mixed Density Low and Employment Center. The Residential Mixed Density Low District provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City. The Employment Center district is intended to encourage the



development of planned light industrial, office, and business parks, as well as to identify locations for medium industrial uses such as manufacturing, warehousing and distributing, and indoor and outdoor storage. This district is also intended to accommodate secondary uses that complement and support the primary workplace uses, such as hotels, restaurants, convenience shopping, childcare, and housing.

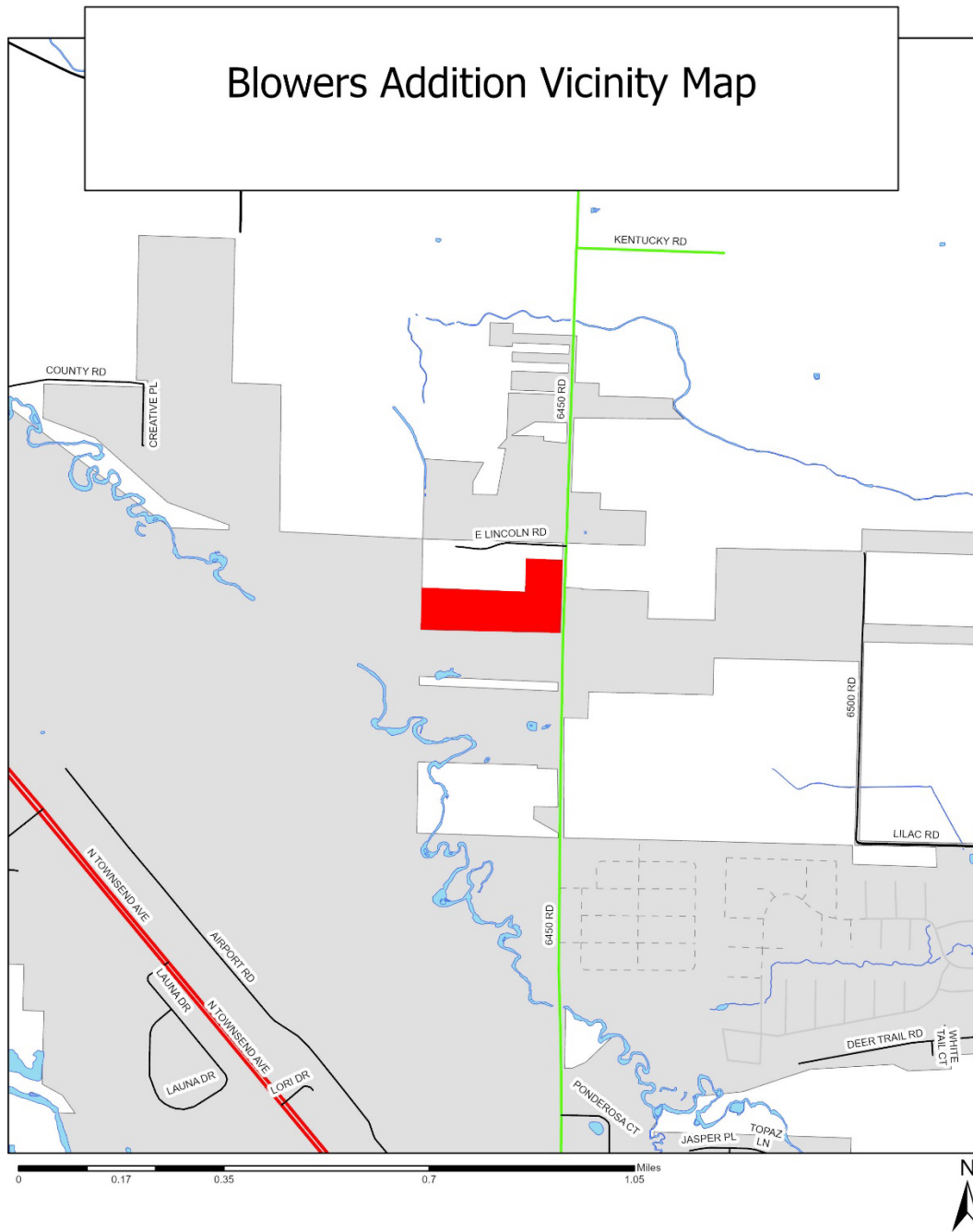
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
6. “RL” zoning requires a minimum lot size as a condition of zoning. The applicant has requested a minimum lot size of 1 acre.
7. The “RL” zoning does not appear to be adverse to the public health, safety and welfare.
8. The Planning Commission made a unanimous recommendation to approve the “RL” Rural Living District with a minimum lot size of 1 acre.

Staff Recommendation:

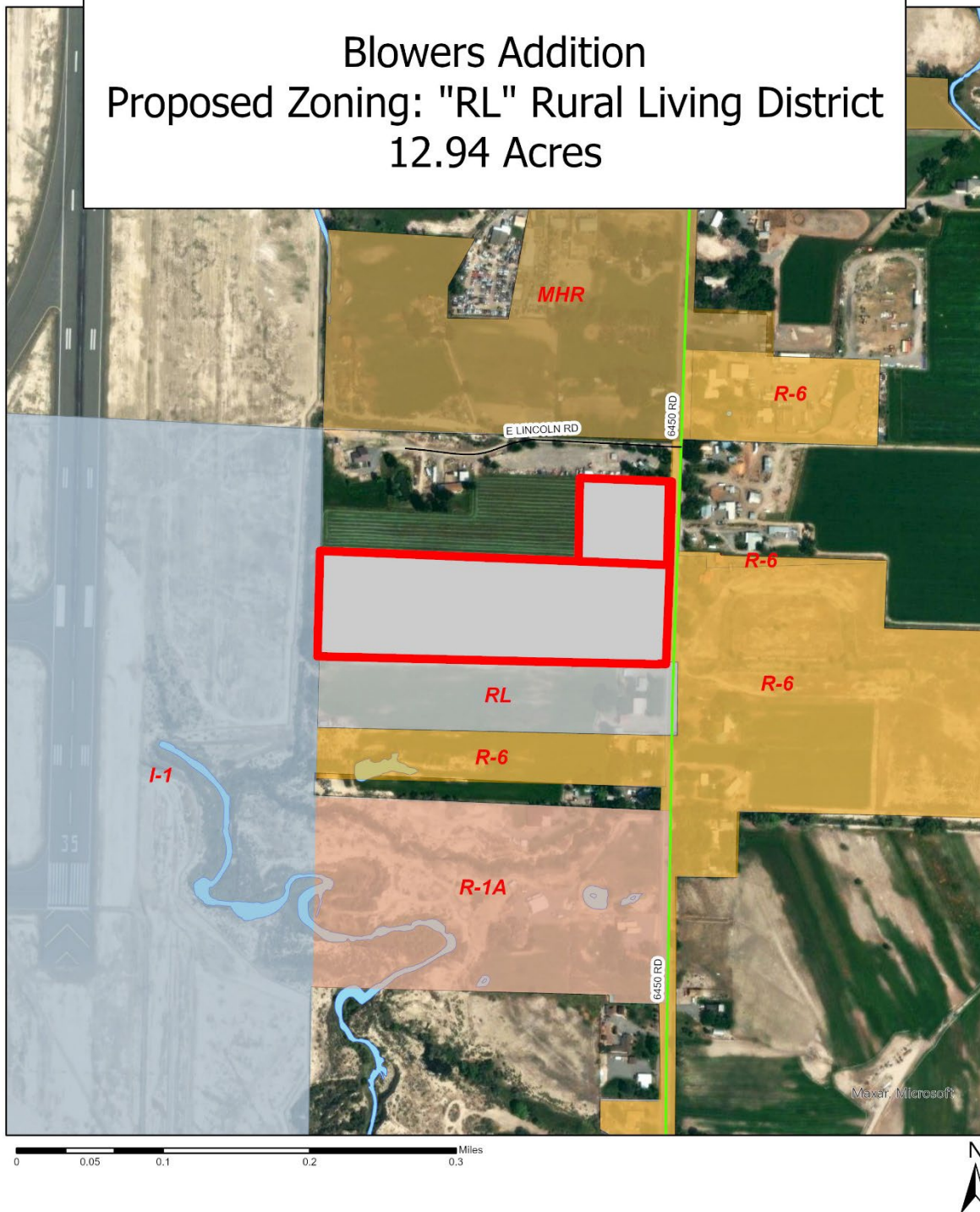
Staff recommends approval of the annexation and the “RL” Rural Living District zoning designation, with a minimum lot size of 1 acre.



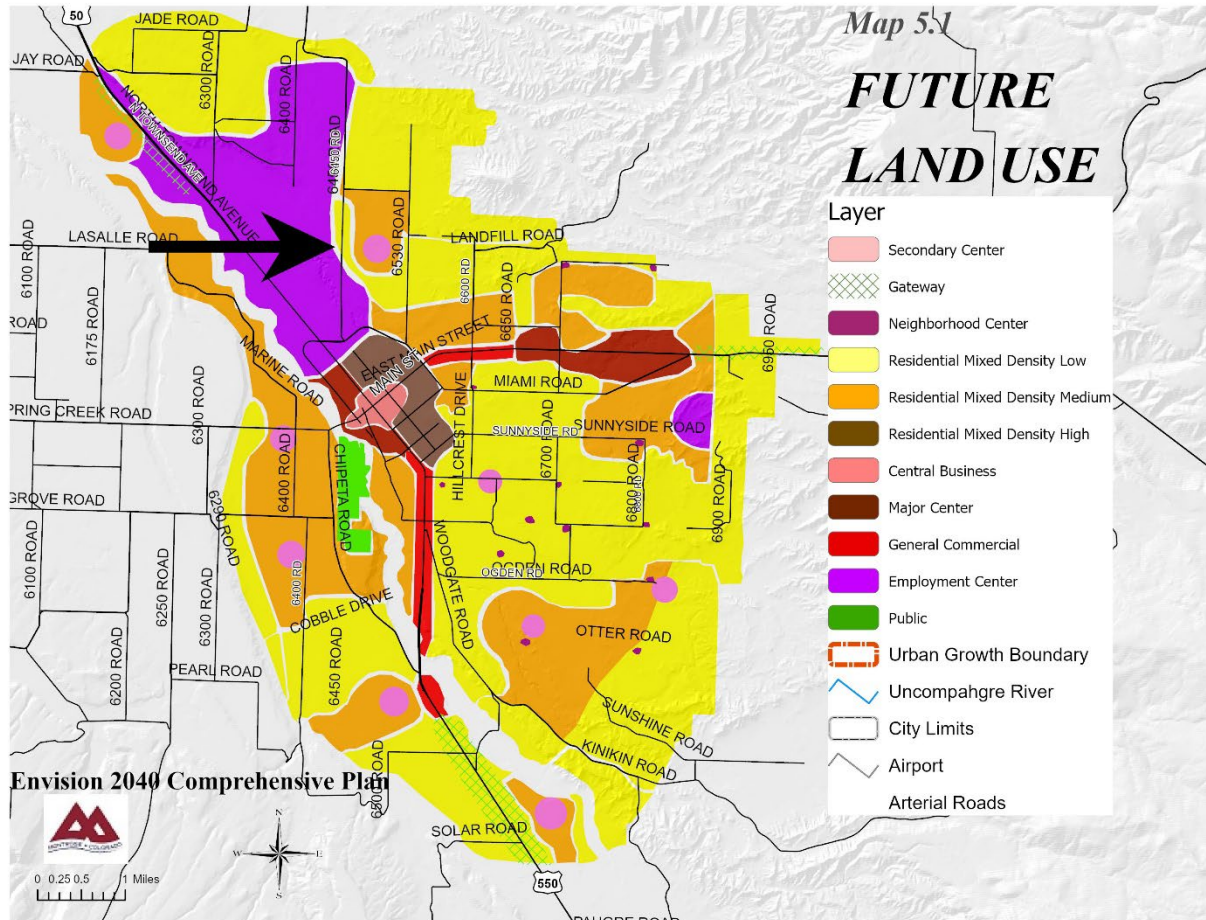
EXHIBIT A: Maps



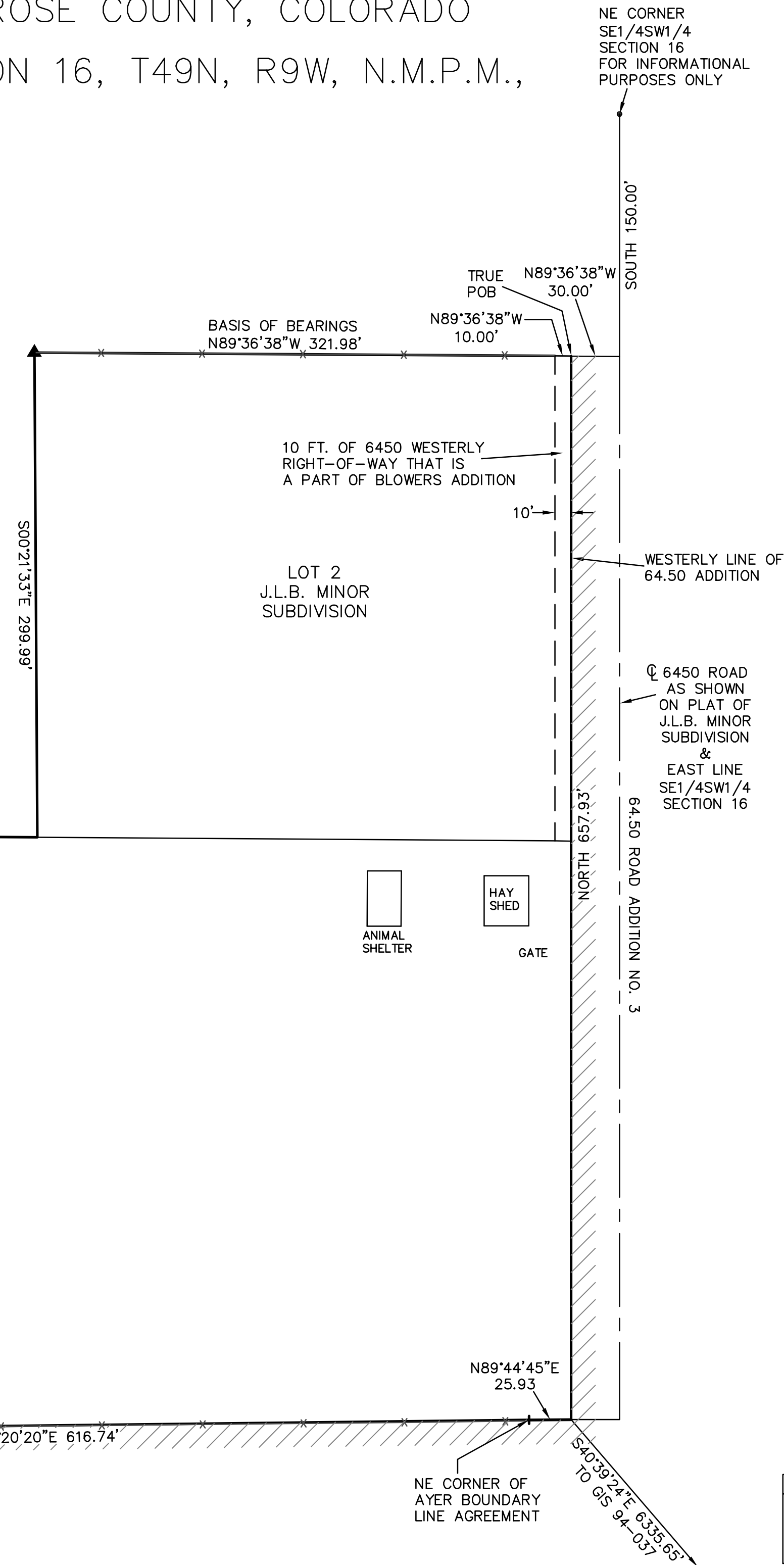
Blowers Addition
Proposed Zoning: "RL" Rural Living District
12.94 Acres



Comprehensive Plan Future Land Use Map



TO THE CITY OF MONTROSE, MONTROSE COUNTY, COLORADO
SITUATED IN THE SE1/4SW1/4, SECTION 16, T49N, R9W, N.M.P.M.,



***NOTICE:** According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

File No. 23-69

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EXHIBIT B: Zoning Code Excerpt

Sec. 11-7-6. District uses.

- (A) *Permitted uses.* Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6(G) and 11-7-6(H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.
- (B) *Conditional uses.* Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6(G) and 11-7-6(H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:
- (1) The use will not be contrary to the public health, safety, or welfare.
 - (2) The use is not materially adverse to the City's Comprehensive Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the district.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) Adequate off-street parking will be provided for the use.
 - (7) The location of curb cuts and access to the premises will not create traffic hazards.
 - (8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.
 - (9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.
- (C) *Principal uses.* The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.
- (D) *Accessory uses.* Accessory uses shall comply with all requirements for the principal use, except where specifically modified by this Chapter, and shall also comply with the following limitations:
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.
- (E) *Temporary Use Permits.*
- (1) The City Manager or his designee may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a period of up to one year in accordance with this Subsection.
 - (2) The temporary use permit may be issued by the City Manager only after it determines that unusual circumstances exist, not created by the applicant, such as damage, destruction or delay in construction



of applicant's permanent premises, which results in significant hardship, and that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.

- (3) The City Manager or his designee shall hold such hearings concerning the application and provide such notice thereof as the circumstances merit in his opinion. The permit may be granted subject to conditions appropriate to ensure compliance with this Subsection.
- (4) *Temporary Construction or Sales Office.* A building within a subdivision may be utilized as a temporary construction or sales office for a period up to one year by the developer of that subdivision during the period of the construction and initial sales respectively of the building and improvements within the area encompassed by the preliminary plat for each subdivision. The City Manager may authorize additional one-year periods for use as a construction office if construction is continuing in the area after the preceding year, or as a sales office if not all of the houses in the area have been sold during the year preceding.

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within 30 days of the decision being appealed.
 - (b) The City Council shall consider the appeal at a public hearing held within 30 days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least 15 days prior to the hearing.
 - (c) The City Council shall approve or deny the appeal.
 - (d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.

(G) *Schedule of Residential Zone District Uses.*

Land Use	R L	R- 1	R- 1A/B	R- 2	R- 3	R- 3A	R- 4	R- 5	R- 6	MH R
<i>COMMERCIAL USES</i>										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches, excluding commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.	P									
Rental storage units with a maximum rental unit size of 200 square feet.										C
Short-term rentals	P	P	P	P	P	P	P	P	P	P
<i>INSTITUTIONAL USES</i>										
Assisted living facilities					C	C	C		C	C



Childcare facilities	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	C	C	C	C	P	P	P	C	C	P
Schools	C	C	C	C	C	C	C	C	C	C
<i>RECREATIONAL USES</i>										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P		P	P	P	P	P
<i>RESIDENTIAL USES</i>										
Duplex					P	P	P		P	
Group homes—handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes—handicapped/disabled > 9 persons (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured housing				1				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile home parks (See Sec. 11-13)										P
Modular housing								P	P	P
Multi-family dwelling					C	P	P		C	
Single-family dwelling	P	P	P	P	P	P	P	P	P	P
<i>UTILITIES AND TELECOMMUNICATION FACILITIES</i>										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
<i>OTHER USES</i>										
Accessory uses (See Sec. 11-7-6(D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6(E)(1-3))	T	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6(E)(4))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6(2))		T	T	T	T	T	T	T	T	T

Legend: Use Type

P: Permitted Use

C: Conditional Use

A: Accessory Use

T: Temporary Use

¹ Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.



(Ord. No. 2626 , § 3(exh. A), 5-16-2023)



ORDINANCE NO. 2663

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE **BLOWERS ADDITION**.

WHEREAS, a petition for the annexation of a tract of land known as the **Blowers Addition** has been submitted to the City of Montrose and has been found by the City Council to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, said petition has been signed by the owners of 100% of the area proposed to be annexed exclusive of streets and alleys; and

WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965, as amended.

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

SECTION 1:

The property described in **Exhibit A**, known as the **BLOWERS ADDITION**, is hereby annexed to the City of Montrose, Colorado.

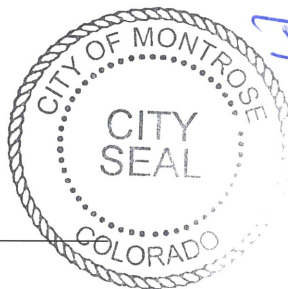
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 7th day of May, 2024, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.

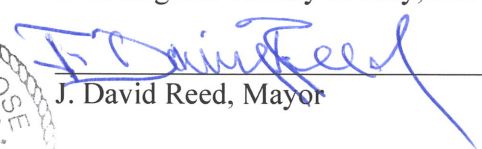
INTRODUCED, READ and PASSED on first reading this 7th day of May, 2024.

ATTEST:



Lisa DelPiccolo, City Clerk




J. David Reed, Mayor

INTRODUCED, READ and ADOPTED on second reading this 21st day of May, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description

A tract of land situated in the SE1/4SW1/4, Section 16, Township 49 North, Range 9 West, N.M.P.M., and being more particularly described as follows: Commencing at the northeast corner of said SE1/4SW1/4, Section 16; thence South along the east line of said SE1/4SW1/4, a distance of 150.00 ft.; thence N89°36'38"W, 30.00 ft. to a point on the westerly line of the 64.50 Addition No. 3 to the City of Montrose and the true point of beginning; thence leaving said westerly line N89°36'38"W, 10.00 ft. to the northeast corner of Lot 2, J.L.B. Minor Subdivision; thence N89°36'38"W, 321.98 ft. to the northwest corner of Lot 2, said J.L.B. Minor Subdivision; thence S00°21'33"E, 299.99 ft. to the southwest corner of said Lot 2 also being a point on the north line of Lot 3, D.B.J. & J. Exemption for Boundary Line Adjustment; thence the following three courses along said north line: N89°36'22"W, 330.09 ft.; N89°29'00"W, 349.51 ft.; N89°37'07"W, 249.91 ft. to the northwest corner of said Lot 3, D.B.J. & J. Exemption for Boundary Line Adjustment; thence S00°26'16"E, 367.30 ft. to the southwest corner of said Lot 3; thence S00°13'50"W, 12.73 ft. to the northwest corner of the Ayer Boundary Line Agreement; thence the following two courses along the north line of said Ayer Boundary Line Agreement: N89°29'13"E, 614.13 ft; N89°20'20"E, 616.74 ft. to the northeast corner of said Ayer Boundary Line Agreement; thence leaving said Boundary Agreement Line N89°44'45"E, 25.93 ft. to the southeast corner of the aforementioned Lot 3, D.B.J. & J. Exemption for Boundary Line Adjustment, being a point on the westerly right-of-way line 6450 Road, as shown on said Exemption Plat, also being a point on the westerly line of said 64.50 Road Addition No. 3; thence North, 657.93 ft. to the true point of beginning containing 12.94 acres.

ORDINANCE NO. 2664

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE **BLOWERS ADDITION** AS AN "R-L," RURAL LIVING DISTRICT.

WHEREAS, the **Blowers Addition** has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code, and with the requirement of a minimum lot size of one (1) acre; and

WHEREAS, the proposed recommendation is substantially in accord with the City's Master Plan, is compatible with existing zoning in nearby or adjoining properties, and is in the public interest.

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

The Official Zoning Map is hereby amended to designate the **Blowers Addition**, according to the Official Annexation Map thereof, as an "R-L," Rural Living District with a minimum lot size of one (1) acre.

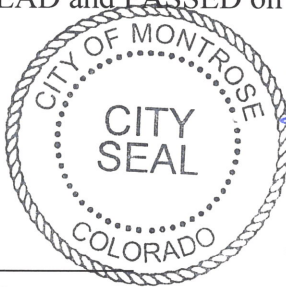
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 7th day of May, 2024, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

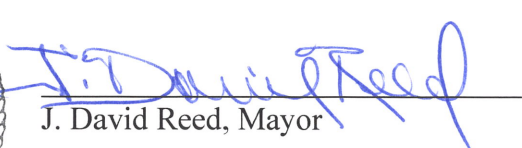
INTRODUCED, READ and PASSED on first reading this 7th day of May, 2024.

ATTEST:



Lisa DelPiccolo, City Clerk




J. David Reed, Mayor

INTRODUCED, READ and ADOPTED on second reading this 21st day of May, 2024.

ATTEST:

Lisa DelPiccolo, City Clerk

J. David Reed, Mayor

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: April 4, 2024
RE: Woodgate/East Oak Grove Southern ROW Cleanup City Council Actions
CC: William Bell, Chris Dowsey

The purpose of this memo is to summarize City Council considerations relating to cleanup of the southern rights of way for the planned Woodgate and East Oak Grove Road (WEOG) Roundabout. As part of the original Woodgate Realignment project in 2021, the City acquired rights of way from RDMJK Woodgate Investments for the realignment project and the anticipated WEOG Roundabout through an Official Act of the City plat action. The WEOG Roundabout ROW was dedicated based on a preliminary design and layout for the roundabout; now that detailed traffic analyses and designs have been performed for the roundabout, the right of way areas are being “cleaned” up to match the final roundabout footprint. This will include entering into a memorandum of agreement to provide framework for the cleanup actions, vacation of obsolete rights of way through ordinance, and dedication of new rights of way and easements through an amendment to the project plat.

Current City Council Actions

- **Memorandum of Agreement.** This document creates the framework for actions needed to cleanup the WEOG roundabout ROW. Because this is only a cleanup project, no compensation is proposed for either party. Boundaries for the ROW vacations and the amended Official Act of the City Plat are included as attachments to the agreement.
- **Right of Way Vacation Ordinance (No. 2662).** This ordinance authorizes the City to vacate obsolete portions of right of way situated within the WEOG Roundabout project area. The portions of right of way being vacated are no longer needed by the City for the intersection. Combined with the project replat (next bullet), the obsolete rights of way are being replaced with those needed for the roundabout; thus effectively shifting the rights of way to match its final footprint.
- **Amended Project Plat.** In order to keep a single plat for the RDMJK parcels, this plat action will amend the original RDMJK Woodgate Official Act of the City Plat to reflect the vacated and newly-dedicated rights of way/easements. The project plat will be considered following adoption of the right of way vacation Ordinance 2662 on second reading.

The City is currently scheduled to close and record all documents related to the right of way cleanup within 30 calendar days of right of way vacation and plat approval.

Future City Council Actions

Construction of the WEOG Roundabout is scheduled to run from October 2024 to June of 2025. City Council is scheduled to consider contract approval in the fall of 2024 for construction of the project.

ORDINANCE NO. 2662

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, GRANTING AND 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, the City of Montrose and RDMJK Woodgate Investments, LLC desire to exchange real property within the City of Montrose for the purpose of realigning rights-of-way along the southwestern and southeastern corners of the intersection at Woodgate Road and East Oak Grove Road as shown in **Exhibit A** (the “**Division of Property Overview**”), attached hereto; and

WHEREAS, in order to facilitate eventual construction of the roundabout at Woodgate Road and East Oak Grove, the City of Montrose and RDMJK Woodgate Investments, LLC mutually desire to undertake a joint public/private project (the “**WEOG Roundabout ROW Cleanup Project**”) to clean up the rights-of-way along the southwestern and southeastern corners of the intersection by vacating rights-of-way and easements that will not be needed for the roundabout project and dedicating rights-of-way and utility easements where they will be needed, and have entered into a Memorandum of Agreement to facilitate this realignment; and

WHEREAS, the City of Montrose owns portions of existing rights-of-way adjacent to the WEOG Roundabout ROW Cleanup Project as shown in **Exhibit A** with detailed descriptions included as **Exhibit B** (the “**Vacated Right-of-Way West, VR-1**”), and **Exhibit C** (the “**Vacated Right-of-Way East, VR-2**”), attached hereto; and

WHEREAS, the City of Montrose desires to vacate portions of right-of-way shown in **Exhibits B and C**, and RDMJK Woodgate Investments, LLC desires, on an Official Replat of the project area, to grant right-of-way and utility easements for the WEOG Roundabout ROW Cleanup Project, thus effectively realigning the Woodgate Road and East Oak Grove Road rights-of-way to the configuration shown in **Exhibit A**; and

WHEREAS, the City of Montrose and RDMJK Woodgate Investments, LLC have agreed to terms that provide an equitable exchange of property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that the properties described in **Exhibits B and C** attached and incorporated hereto, may be granted and conveyed for reasonable consideration.

The City Council hereby authorizes the Mayor and City Staff to execute all documents required to consummate said conveyance to RDMJK Woodgate Investments, LLC.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and its passage on first reading on Tuesday, the 7th day of May, 2024, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ, and PASSED on first reading this 7th day of May, 2024.

ATTEST:



Lisa DelPiccolo, City Clerk





J. David Reed, Mayor

INTRODUCED, READ, and ADOPTED on second reading this 21st day of May, 2024.

ATTEST:

Lisa DelPiccolo, City Clerk

J. David Reed, Mayor

EXHIBIT A – Page 2

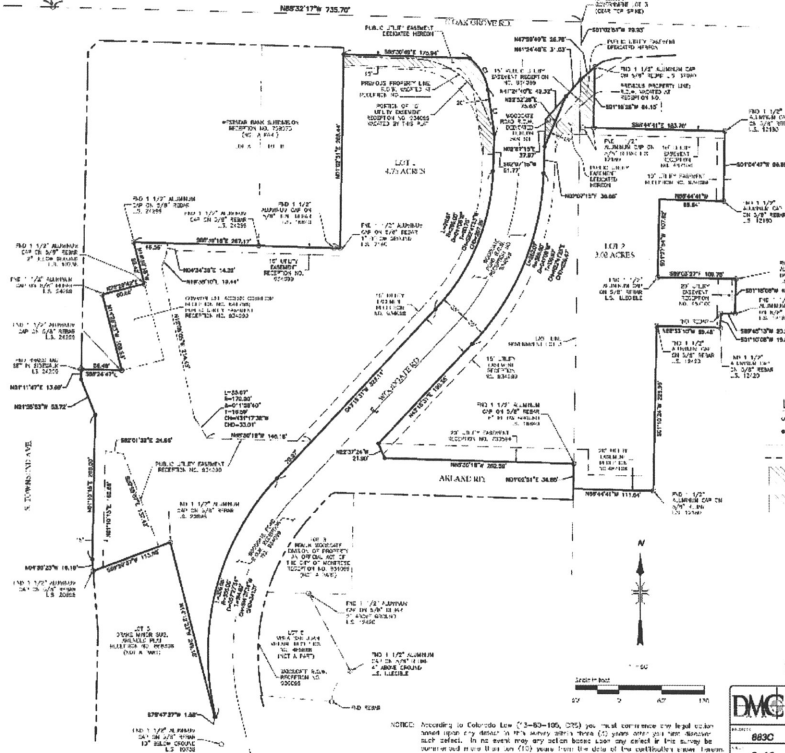
RDMJK Woodgate Division of Property, Amendment No. 1

RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

CURVE DATA				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	13.10'	88.10'	63°14'10"	N07°05'30"E

LINE DATA	
LINE #	DIRECTION LENGTH
1	N07°05'30"E 33.10'



LEGEND

- FOUND PLUMB & 2ND S.S. AT NO. 10
- SET BENCHMARK "BENCH NO. 1" 1/2" ALL-VISUM CAP (S.S. 37542)
- PROPOSED PROPERTY LINE (S.S. 37542)
- DISCREPANCY NOTED ON P. 2 PLAT
- "FIELD UTILITY" DISCREPANCY OCCURRED HEREIN
- CITY OF MONTROSE PROPOSED 1/2" ALL-VISUM SECTION

PRELIMINARY



ENL-MOUNT CONSULTANTS, INC.
SULLY, KENNEDY & ASSOCIATES, P.C.
MONTROSE, COLORADO

RDMJK WOODGATE DIVISION OF PROPERTY	
AN OFFICIAL ACT OF C.O.M. - A1	
CITY OF MONTROSE	
433 S. 1ST STREET	
MONTROSE, CO 81402	
DATE	PLAT
6/20/2024	4/4/2024
2 of 2	23136
PLAT	

EXHIBIT B - Vacated Right-of-Way West (VR-1)

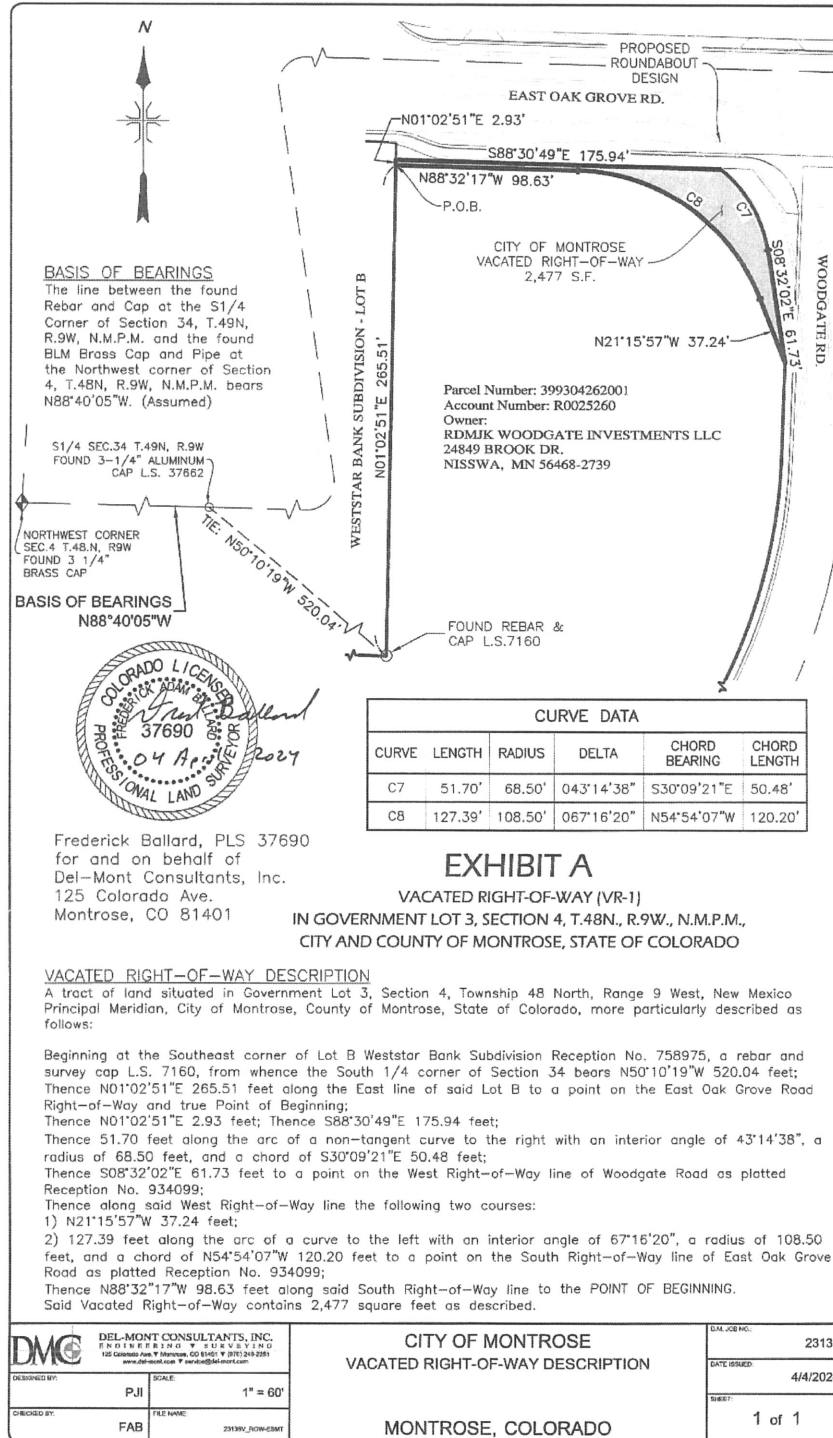
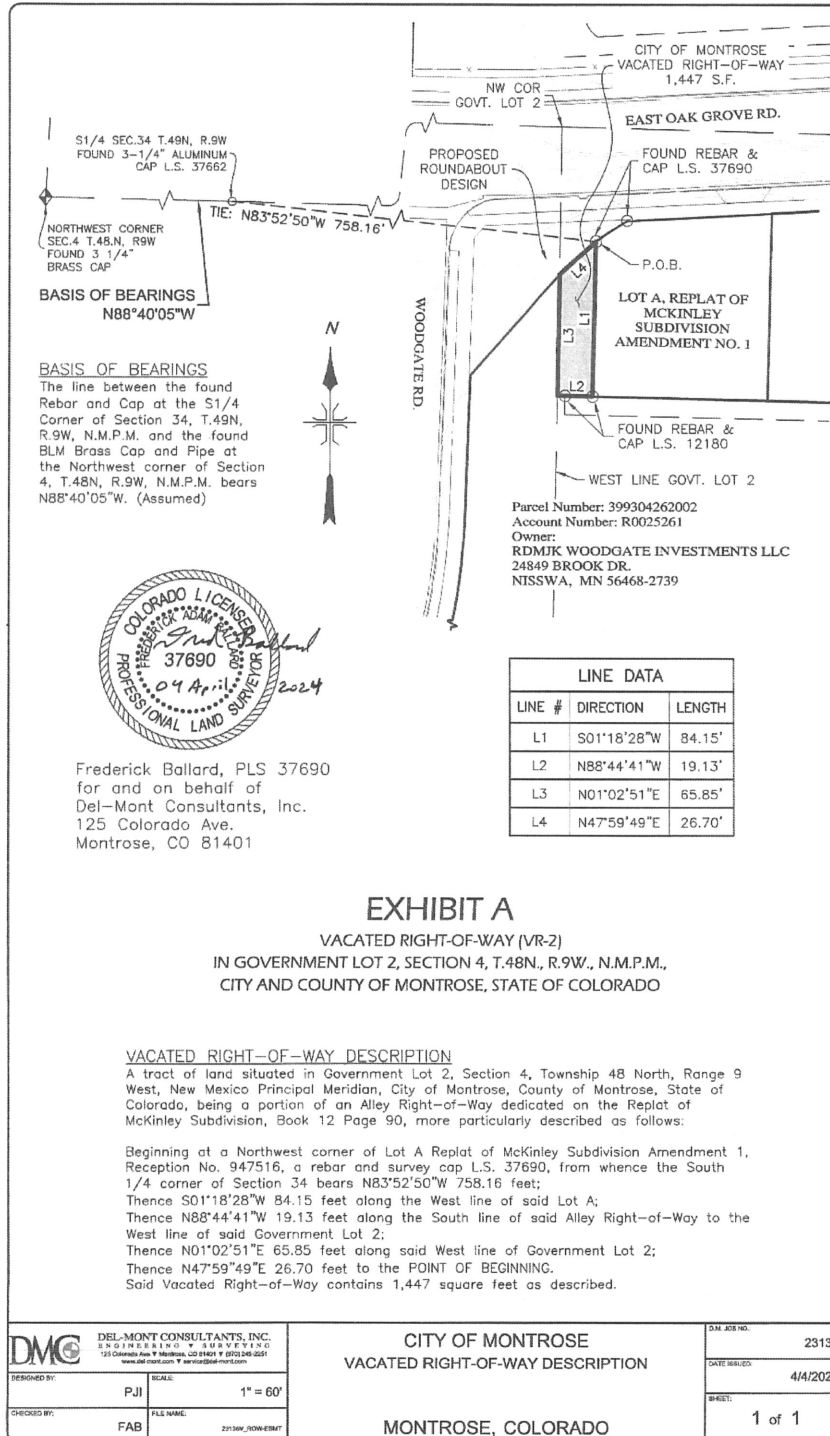
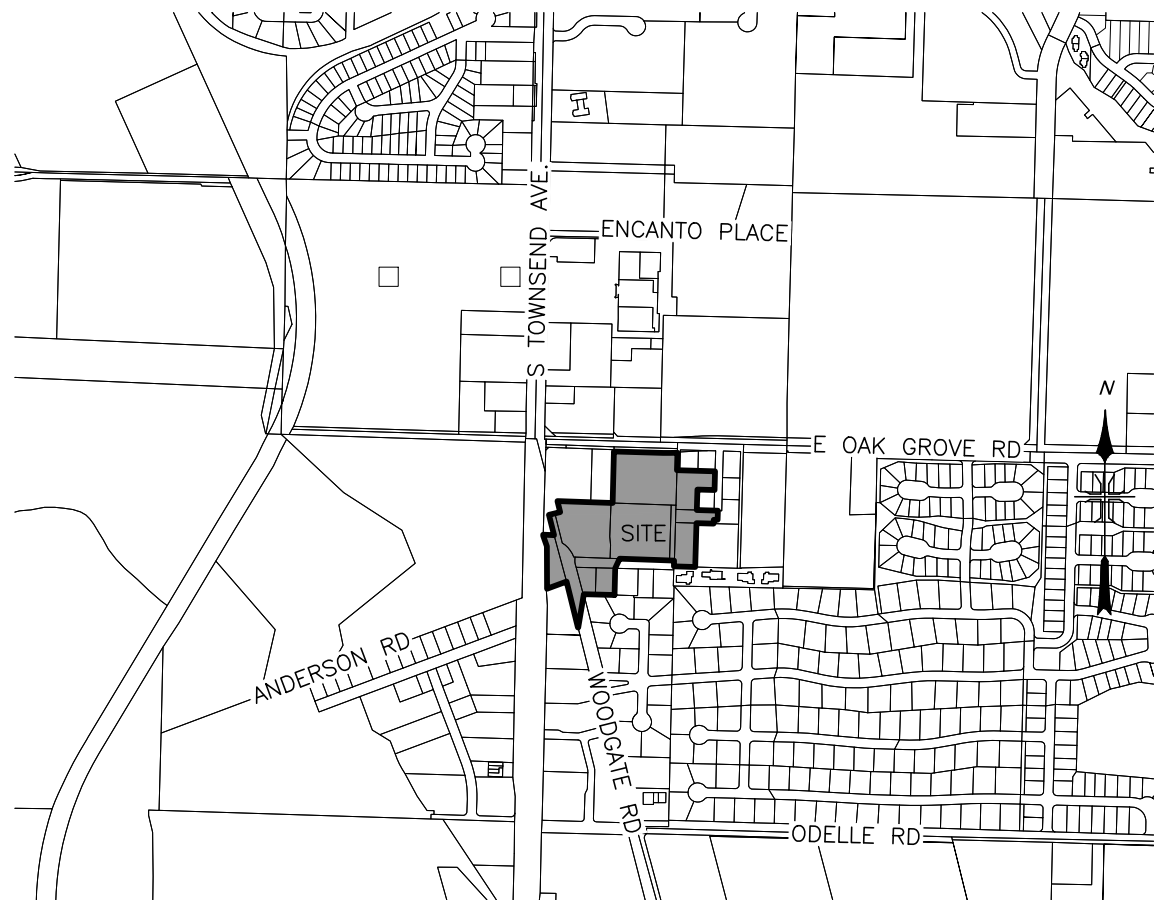


EXHIBIT C - Vacated Right-of-Way East (VR-2)



RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



VICINITY MAP
N.T.S.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL YE 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:

Lot 1 and Lot 2 of RDMJK Woodgate Division of Property, an Official Act of the City of Montrose, according to the plat recorded April 1, 2021 at Reception No. 934099, County of Montrose, State of Colorado. Together with a City of Montrose Vacated Right-of-Ways at Reception No. _____.

Have by these presents laid out, platted and divided the same into lots, as shown on this plat, under the name and style of RDMJK Woodgate Division of Property, An Official Act of the City of Montrose, Amendment No. 1, hereafter "RDMJK Amendment No. 1 Plat", and do hereby dedicate, grant and convey to the City of Montrose, Colorado for the use of the public Woodgate Road right of way as hereon shown.

Public utility easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, including but not limited to water, sewer, electrical, telephone, gas and CATV lines, drainage facilities, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities.

Executed this _____ day of _____, 2024.

Robert Kohout
RDMJK Woodgate Investments LLC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 2024, by RDMJK Woodgate Investments LLC.

Witness my hand and official seal.
My commission expires _____

Notary

PURPOSE OF THIS PLAT

The purpose of this RDMJK Amendment No. 1 Plat is to amend existing Lots 1 and 2 to incorporate obsolete rights of way vacated by the City of Montrose and to dedicate new rights of way and easements needed for the roundabout intersection at Woodgate and East Oak Grove Roads. The acreage summaries presented below are for the amended lots.

LOT ACREAGE SUMMARY OF RDMJK AMENDMENT NO. 1 PLAT

LOT 1	4.75 ACRES
LOT 2	3.02 ACRES
ROW DEDICATION	0.01 ACRES (509 S.F.)
TOTAL	7.78 ACRES

MISCELLANEOUS PLAT NOTES (PER CITY OF MONTROSE)

- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall account for all drainage from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose Site Development process shall be required to demonstrate engineered solutions to historical and anticipated drainage from adjacent and/or up-gradient lots and properties, construct improvements, and dedicate easements as appropriate to maintain drainage functionality.
- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall maintain utility and access easements and construct improvements as appropriate to ensure availability of utility connections and access (water, sewer, gas, electric, fiber, cable, phone, etc.) to neighboring lots within the RDMJK Amendment No. 1 Plat. Easement locations are subject to change through agreement between the City of Montrose and the developer as appropriate to maintain utility and access easement functionality.
- Site development of individual lots within the RDMJK Amendment No. 1 Plat shall account for all irrigation supply and return flows from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose site development or subdivision processes shall be required to demonstrate engineered solutions to maintain historical irrigation supply and return flows to and from adjacent properties, construct improvements, and dedicate easements as appropriate to maintain full functionality of irrigation systems.
- Each dwelling unit in the RDMJK Amendment No. 1 Plat, if any, shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to Section 11-5-9(C) of the Municipal Code. Payments shall be made to the City of Montrose, to be later disbursed to the RE-1J School District.
- Future subdivision and site development of any lots within the RDMJK Amendment No. 1 Plat which create common areas, tracts, open space, or outlots will require a Declaration of Covenants or equivalent document in accordance with Title XI of the Montrose Official Code.
- All easements shown within lots are subject to relocation through agreement between the City of Montrose and the developer as the lots are developed and amended in the future by formal plats and/or similar land use development applications through the City of Montrose site development and subdivision processes and/or as otherwise deemed appropriate by the parties.

BASIS OF BEARINGS:

The Basis of Bearings is between the found 3 1/4" aluminum cap L.S. 37662 at the S1/4 corner of Section 34, Township 49 North, Range 9 West, New Mexico Principal Meridian, and the found 3 1/4" brass cap at the Northwest corner of Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, which bears N88°40'05"W (ASSUMED)

LINEAL UNITS STATEMENT:

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

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, 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 RDMJK Amendment No. 1 Plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey. I further certify that all monuments shown hereon actually exist and their positions are as shown.

Section 38-51-106 Statement: this RDMJK Amendment No. 1 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 RDMJK Amendment No. 1 Plat may be found in the title Report issued by Fidelity National Title, dated November 21, 2023, bearing Title Report No: 210-F15315-23.

Frederick A. Ballard, P.L.S.
Registration No. 37690
Date: _____

ATTORNEY'S CERTIFICATE

I, Douglas R. Tueller, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Pro-Forma Title Commitment No. _____ issued by Fidelity National Title Insurance Company, dated _____, 20____ (the "Pro-Forma Title Commitment"), which commits to insure to RDMJK Woodgate Investments the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Pro-Forma Title Commitment, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Pro-Forma Title Commitment and noted on this RDMJK Amendment No. 1 Plat.

Attorney
Registration No. _____
Date: _____

APPROVAL OF DEPUTY CITY MANAGER

Approved this _____ day of _____, 2024, by

_____, Deputy City Manager of the City of Montrose.

Deputy City Manager

APPROVAL OF CITY ENGINEER

Approved this _____ day of _____, 2024, by

_____, City Engineer of the City of Montrose.

City Engineer

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 2024, by

_____, City Attorney of the City of Montrose.

City Attorney

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 2024, by _____, Mayor of the City of Montrose; all conveyances of interests in real property made on this RDMJK Amendment No. 1 Plat are hereby accepted by the City.

Mayor, City of Montrose

APPROVAL OF VACATED EASEMENTS PER THIS PLAT

Mayor, City of Montrose Date

RECORDER'S CERTIFICATE

This RDMJK Amendment No. 1 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 _____, 2024 under

Reception No. _____

Clerk and Recorder
Montrose County, Colorado

Deputy

PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2231 • (970) 248-2242 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK:	883C	DRAWN BY:	PJL	DATE:	5/14/2024
SHEET:	1 of 2	FILE:	23136V_PLAT-DIVN	JOB NO.:	23136

TITLE: RDMJK WOODGATE DIVISION OF PROPERTY
AN OFFICIAL ACT OF C.O.M. - A1

CLIENT: CITY OF MONTROSE

ADDRESS & PHONE:
433 S. 1ST STREET
MONTROSE, CO 81402

TYPE: PLAT

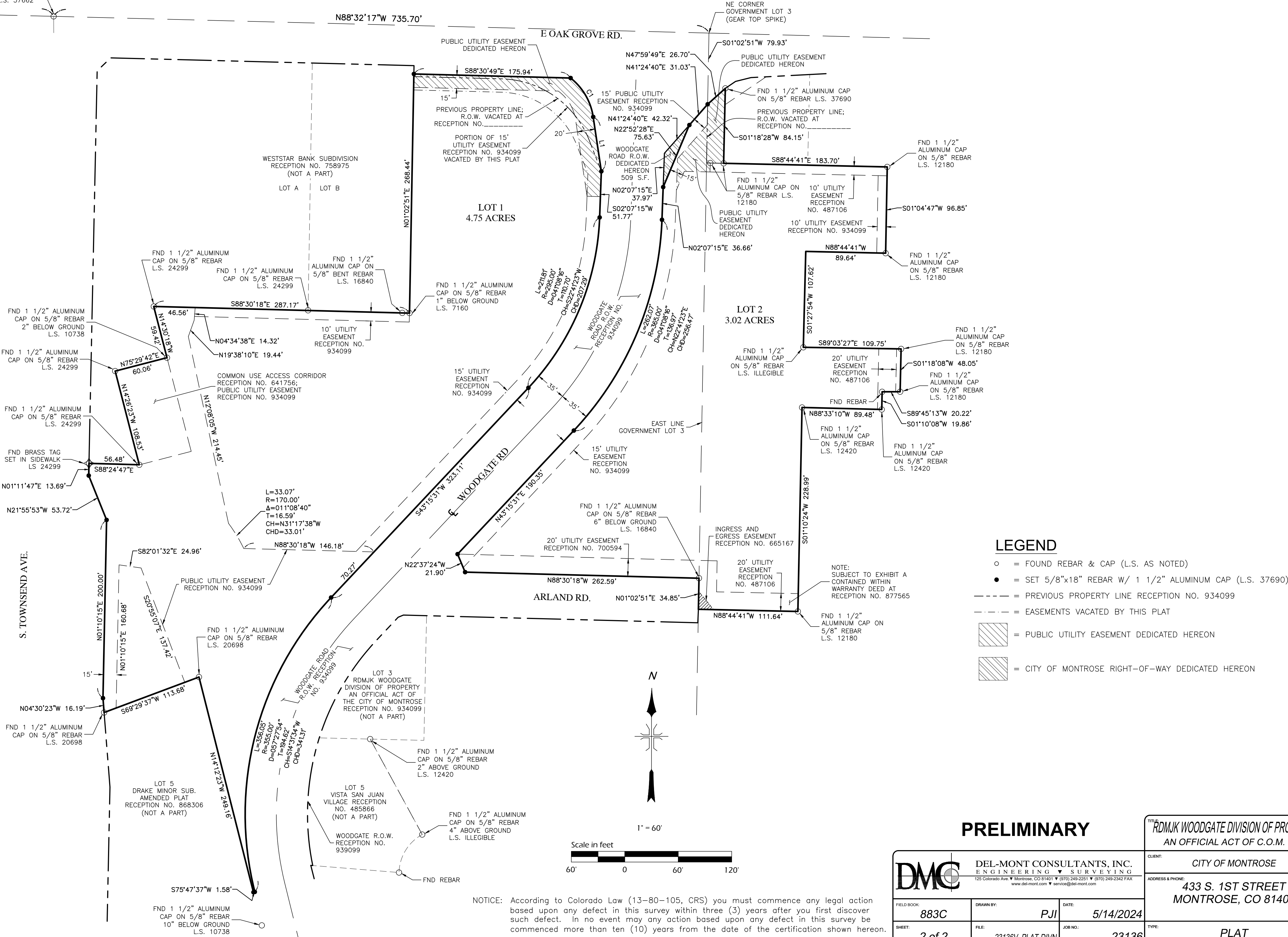
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	51.70'	68.50'	043°14'38"	S30°09'21"E	50.48'

LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S08°32'02"E	61.73'



PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2231 • (970) 248-2242 FAX
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FIELD BOOK:	883C	DRAWN BY:	PJL	DATE:	5/14/2024
SHEET:	2 of 2	FILE:	23136V_PLAT-DIVN	JOB NO.:	23136

CITY OF MONTROSE	
433 S. 1ST STREET MONTROSE, CO 81402	
PLAT	

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: April 15, 2024
RE: Spruce Point Utility Service Agreement
CC: William Bell, Shani Wittenberg, Chris Dowsey, David Bries

Action

Consider entering into a utility service agreement with Chipeta Water District and Spruce Point Development Company, LLC to provide City of Montrose water service to currently-undeveloped portions of the Spruce Point Subdivision.

Background

Municipal water service within the Uncompahgre Valley is supplied by six different water providers: the City of Montrose, Tri-County Water, Menoken Water, Chipeta Water, the Town of Olathe, and the City of Delta. These six entities, in partnership with the Uncompahgre Valley Water Users Association, purchase their treated water from the Project 7 water treatment authority and then distribute within their respective water service areas. In and around the City of Montrose, these water service area boundaries can be viewed online at <http://gis.cityofmontrose.org> under the “Water Districts” map layer.

The water service area boundaries were negotiated amongst the various water providers concurrent with the development of Project 7 and the US Bureau of Reclamation’s Dallas Creek Project (Ridgway Reservoir). The boundaries aim to maximize efficiency by centering around existing/proposed transmission infrastructure and take into consideration existing and anticipated land uses. For example, the City of Montrose water service area generally focuses on the City limits and portions of the City’s urban growth boundary likely to experience urban levels of development. The surrounding rural water providers (Tri-County, Chipeta, and Menoken) are setup for more rural styles of development and are typically unable to support higher-density, urban developments. An important distinction between the urban and rural water providers is in their ability to provide fire protection; with some exceptions, the City’s water system is hydraulically designed and operated to meet code-required minimum fire flows and pressures whereas the rural systems generally are not.

As part of the water service area agreements between providers, consideration is given to allow for modification of the boundaries themselves and/or to allow for service to be provided outside of the boundaries through written agreement between affected parties. This option has been utilized over the years for cases where infrastructure is not available within the established service area from its respective provider due to hydraulic limitations of a given system, or due to limitations in water resource availability.

The Spruce Point Subdivision is situated between 6400 and 6450 Roads, immediately north of the Cobble Creek Golf Course as shown in Figure 1. The subdivision’s eastern end has been developed as single-family residential lots (Subdivision Filings 1 through 3) on Chipeta’s water system. Current development plans for remaining undeveloped areas of Spruce Point call for a higher-density development pattern to include single-family housing, multifamily housing, independent living, assisted living, and senior apartments. The area is currently within Chipeta’s water service area; however, as part of recent design efforts performed

for the proposed future development, it became apparent that Chipeta's water system would not be able to support the proposed density without substantial, cost-prohibitive system upgrades. As a result, the developer has requested the City consider servicing the area. To that end, City staff have prepared the attached utility service agreement in cooperation with Chipeta Water and the developer. An overview of the proposed development and project-specific conditions are outlined in the agreement.

Water Resource Availability

As part of the Dallas Creek Project, the City of Montrose was allocated and has been paying for 10,000 acre-feet of Ridgway Reservoir's municipal and industrial (M&I) pool of water. The City also holds shares in the Cimarron Canal Company which are used to fill Cerro Reservoir; however, these shares are reserved for emergency use only. Total annual demands within the City of Montrose over the past several years have hovered around 4,500 acre-feet or about 45% of the City's total allocation from Ridgway Reservoir.

As part of the City's ongoing water resource master planning, the City has been working to project how much water would be needed to achieve full buildout of the City's water service area. Using conservative assumptions for the anticipated land-use density, water demand per capita, and relying on limited conservation programs to be implemented over time, these projections indicate that the City should have approximately 500 acre-feet of water to spare following full buildout. Said another way, at this time it appears that 500 acre-feet of water would be available to provide service outside of our existing water service area. It should be noted that these projections do carry a degree of uncertainty.

Of this available 500 acre-feet, it is anticipated that the proposed future development areas of Spruce Point would use approximately 80. The existing developed areas of Spruce Point (Filings 1 through 3, see Figure 1) would remain on Chipeta's water system and continue to be serviced by them.

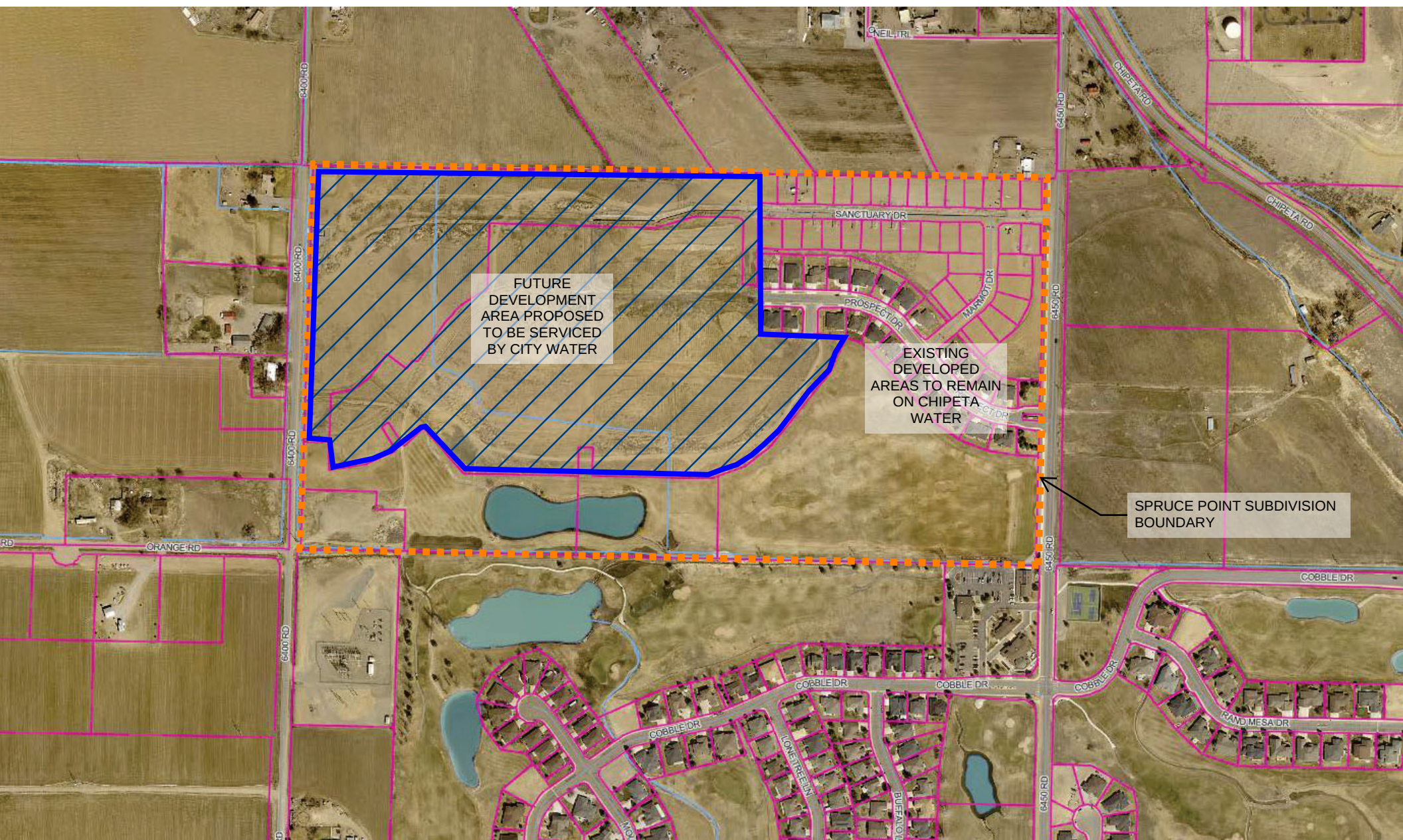


FIGURE 1: SPRUCE POINT OVERVIEW

SPRUCE POINT UTILITY SERVICE AGREEMENT

This Utility Service Agreement (the “Agreement”) is entered into and effective this ____ day of _____, 2024 by and between the City of Montrose, a Colorado home rule municipal corporation, whose principal address is 400 East Main Street, PO Box 790, Montrose, Colorado 81402 (the “City”); Chipeta Water District, a Colorado special district formed pursuant to Title 32 of the Colorado Revised Statutes, whose principal address is 14738 6175 Road, Montrose, Colorado 81403 (“Chipeta Water”); and Spruce Point Development Company, LLC, a Colorado limited liability company whose principal address is 4643 S. Ulster St., Suite 1210, Denver, CO 80237 (the “Developer”). The City, Chipeta Water, and Developer may individually be referenced herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer is the sole owner of the property located in Montrose, Colorado, more fully described on **Exhibit A** attached hereto and incorporated into this Agreement (“Development Property”); and

WHEREAS, the Development Property was annexed into the City of Montrose in 2004 as a portion of the Spruce Point Addition; and

WHEREAS, the Developer intends to subdivide the Development Property into approximately 130 residential lots, plus approximately 130 units of senior independent living, senior apartment and senior assisted living facilities in general conformance with the Conceptual Site Plan included as **Exhibit B** attached hereto (“the Proposed Development”); and,

WHEREAS, any development of the Development Property must be performed in accordance with the City of Montrose’s comprehensive plan, subdivision regulations, engineering specifications, zoning codes, building codes, and other applicable statutory and local requirements; including the need to provide adequate fire protection in accordance with the International Fire Code; and

WHEREAS, the Development Property is currently situated within Chipeta Water’s service area, which gives Chipeta Water the first right to provide water service for any development of the Development Property; and

WHEREAS, Chipeta Water’s existing water distribution system is unable to meet code-required minimum water pressures and flows needed to support the Proposed Development without substantial, cost-prohibitive, system upgrades; and

WHEREAS, as a result of Chipeta Water’s lack of hydraulic capacity to support the Proposed Development, Developer wishes to connect to and be provided water service by the City through extension of water mains from the City’s water distribution system located east of the Development Property; and

WHEREAS, the City of Montrose completed supply and demand forecasting for its existing water service area and determined that surplus water rights currently exist beyond those needed to service full buildout of the existing service area; and

WHEREAS, the City is able to service select areas outside of its existing water service area but does so in a conservative manner and wishes to allocate this finite resource to areas experiencing active development; and

WHEREAS, the City may provide water service within Chipeta Water's water service area through a written agreement by the Parties, as required by the Service Area Agreement dated April 1, 1999, and currently in effect between the City and Chipeta Water; and

WHEREAS, Developer and Chipeta Water have negotiated and agreed to compensation of \$100,000.00 to be paid by the Developer to Chipeta Water for Chipeta Water to forego the opportunity to provide domestic water service to the Development Property and allowing such service to be provided by the City; and

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, conditions, and agreements of Parties contained herein, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties hereby agree as follows:

1. CITY OF MONTROSE AND CHIPETA WATER

Chipeta Water shall allow the City to provide water service to the Development Property, within Chipeta Water's water service area pursuant to the Service Area Agreement. Once a residential lot has been created by recordation of a City-approved final plat while this Agreement is in effect ("Platted Area"), the City agrees to provide water to that lot into perpetuity, and such lot shall be recategorized to be included within the City's water service area, as per the terms of the Service Area Agreement. If the Developer has not met the conditions set forth in this Agreement, water service for any area within the Development Property for which a final plat has not been approved by the City ("Unplatted Area") as of the effective date of the termination of this Agreement shall revert to Chipeta Water. For any such area, the City shall give Developer and Chipeta Water 30-day notice in writing. The City may terminate this Agreement with respect to any Unplatted Area if it is found, in the City's sole discretion, that it does not have the capacity to service any Unplatted Area of the Development Property. Such termination shall be effective immediately. Upon any such termination or reversion, the Parties agree to record a notice running with the Unplatted Area that is so reverted ("Reverted Area").

2. DEVELOPER

Developer shall satisfy the following conditions. Failure of the Developer to meet these conditions or breach of this Agreement in anyway shall entitle the City to terminate the Agreement and revert any Unplatted Area of the Development Property back to Chipeta Water's service area.

- a. Developer shall not use City water for irrigation of common spaces. This includes, but is not limited to, open space tracts, HOA tracts, right of way landscaping, and publicly-owned park areas. City water is intended to be used solely for water service to residential or independent living lots and units.
- b. Developer shall incorporate requirements for water wise landscaping into their neighborhood codes, covenants, and restrictions.
- c. Development shall be in general conformance with the Conceptual Site Plan provided as **Exhibit B** or with any deviations therefrom that have been approved by the City.
- d. Developer shall obtain an approved preliminary plat from the City of Montrose for development of the property within five (5) years of the effective date of this agreement.
- e. Developer shall maintain a continuous pace of buildout for the Development Property. For the purposes of this Agreement, this shall be defined as ensuring that at least ten (10) residential lots or units are final platted every ten (10) years.
- f. Upon mutual execution of this Agreement, Developer shall pay to Chipeta Water the sum of \$100,000.00 as compensation for Chipeta Water foregoing its opportunity to provide water service to the Development Property and for allowing the City to do so. Compensation shall be paid within 30 days of the effective date of this agreement and shall be non-refundable.
- g. Developer shall be responsible for the design and construction of all necessary water main extensions and the water distribution network needed to service the Proposed Development. This includes the acquisition of any utility easements necessary where water mains cross neighboring properties. Water main extensions to the Proposed Development shall connect to the existing City of Montrose water distribution system in at least two (2) locations to be approved by the City Engineer.

3. GENERAL TERMS AND CONDITIONS

- a. **Covenant Running With the Land.** This Agreement shall constitute a covenant running with the Development Property and shall be binding on and shall inure to the benefit of Developer's successors in interest. A copy of this Agreement, or memorandum of this Agreement in a form acceptable to all Parties, shall be recorded in the chain of title for the Development Property with the Montrose County Clerk and Recorder.
- b. **Counterparts; Electronic Execution.** This Agreement may be executed in two (2) or more counterparts, all of which shall constitute a single instrument, and by one (1) or more of the Parties by facsimile or e-mail transmitted signature and all Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- c. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any

other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

- d. **Signature Authority; Successors and Assigns.** The signatory for each Party hereby confirms such signatory is an authorized agent of the respective Party and has the full power and authority to execute and deliver this Agreement as a binding document on the Party. The promises made in this Agreement by the Developer shall be deemed to have been made by any corporation or other business affiliated with Developer that acquires ownership or possession of all or any portion of Development Property. Developer may assign this Agreement to any contract purchaser of the Development Property or any portion thereof.
- e. **Indemnification.** To the fullest extent permitted by law, the Developer agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the performance of the services under this contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Developer, or any officer, employee, or agent of the Developer, or any other person for whom Developer is responsible. The Developer shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Developer's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.
- f. **Waiver.** Any waiver by the Parties of any term or condition of this Agreement shall not be deemed to be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- g. **No Venture or Partnership.** No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making either the City or Developer joint venturers or partners of any kind.
- h. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the district court for Montrose County, Colorado.
- i. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which will, in effect, from an economic viewpoint, most nearly and fairly approach the effect

of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Agreement. The provisions of this Agreement shall be deemed to be severable, and if any term, phrase or portion of the Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

- j. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver of abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- k. **Term of Agreement.** The Parties' rights and obligations under this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of ten (10) years from and after the Effective Date, or until otherwise terminated as set forth herein. The Agreement shall automatically renew every ten (10) years if Developer continues the rate of development pursuant to Section 2 (c) of this Agreement.
- l. **Termination.** The City may terminate this Agreement based on Developer's failure to meet conditions or Developer's breach of this Agreement, at any time without prejudice to any other right or remedy of the City, upon giving the 30 days' written notice to all other Parties, which notice shall state the nature of the Developer's breach or failure to meet a condition and give Developer an opportunity to cure within ninety (90) days. If the City terminates this Agreement for lack of capacity as outlined in paragraph 1, such termination shall be effective immediately. Upon any such termination or reversion, the Parties agree to record a notice running with the Reverted Area.
- m. **TABOR.** The Parties agree that the City's payment of any monies under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY OF MONTROSE

CHIPETA WATER

By _____

By _____

Name

Title

DEVELOPER

By _____

Flint Ogle

President

State of _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by

Witness my hand and official seal.

My commission expires: _____.

(Seal)

Notary

Spruce Point
Utility Service Agreement
Page 7

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, _____ of Chipeta Water District.

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

(Seal)

Notary

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Flint Ogle, President of Spruce Point Development Company, LLC.

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

(Seal)

Notary

EXHIBIT A

LEGAL DESCRIPTION

The following described real property, all situated in U.S. Government Lots 19 & 20, Section 5, Township 48 North, Range 9 West, N.M.P.M.:

Tract A1 and Tract A2 of Spruce Point Subdivision Filing No. 1, Amended Plat of Open Space Tracts A1 and A2, Reception No. 881943, Montrose County land records, also known as Montrose County Parcel Number 399305310025;

Tract B of Spruce Point Subdivision Filing No. 1, Reception No. 770229, Montrose County land records, also known as Montrose County Parcel Number 399305310026;

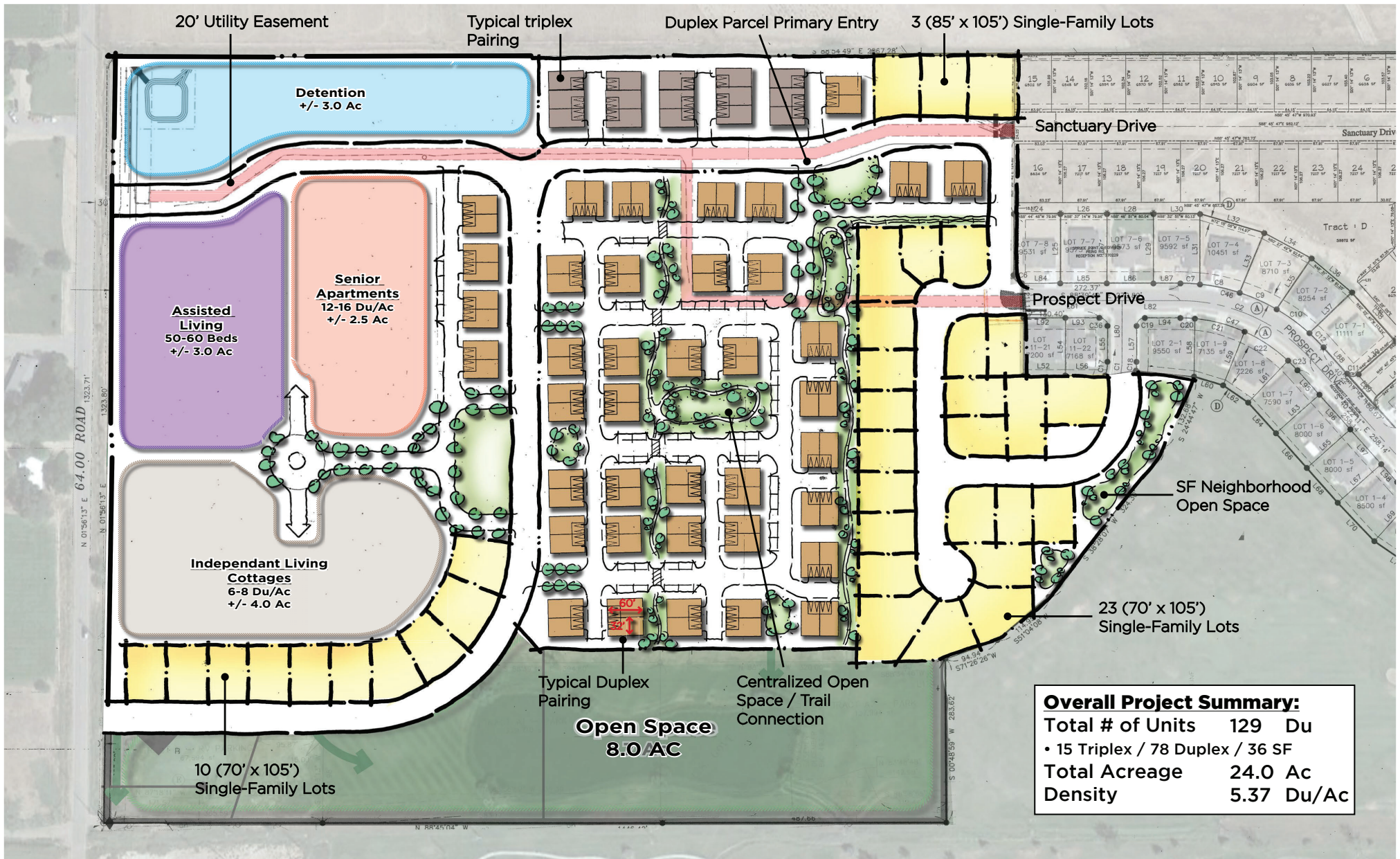
Outlot 1, Spruce Point Subdivision Filing No. 3, as depicted on the plat thereof recorded under Reception No. 958659, Montrose County land records, also known as Montrose County Parcel Number 399305225037;

Outlot 2 of Spruce Point Subdivision Filing No. 1, Reception No. 770229, Montrose County land records, also known as Montrose County Parcel Number 399305310028;

City of Montrose, County of Montrose, State of Colorado.

EXHIBIT B

CONCEPTUAL SITE PLAN



Conceptual Site Plan

SPRUCE-POINT

Montrose, CO

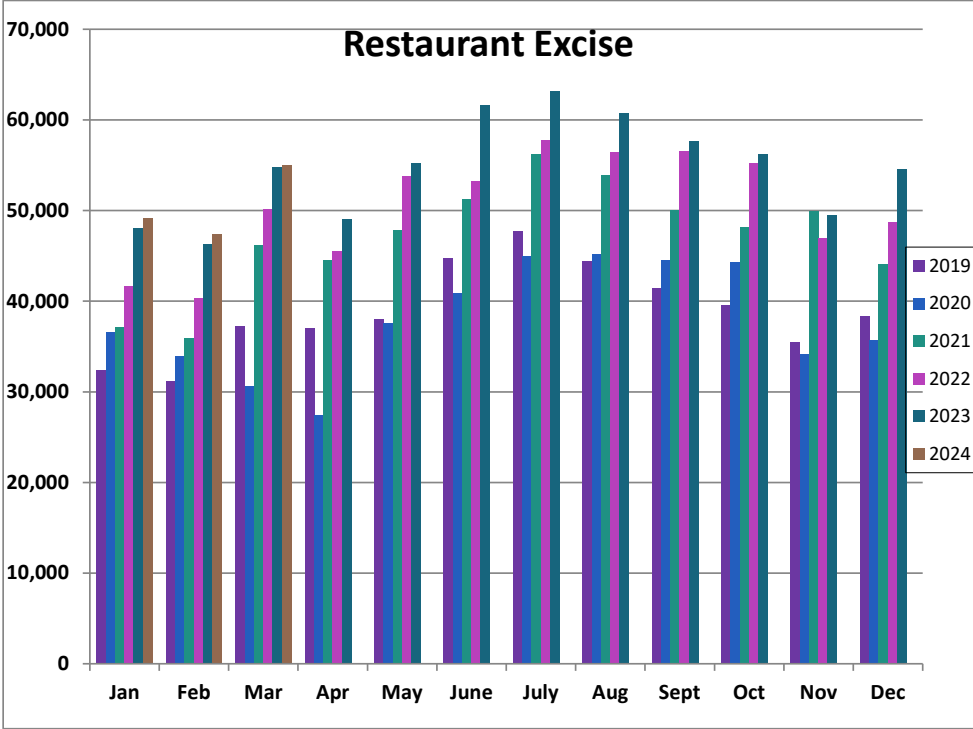
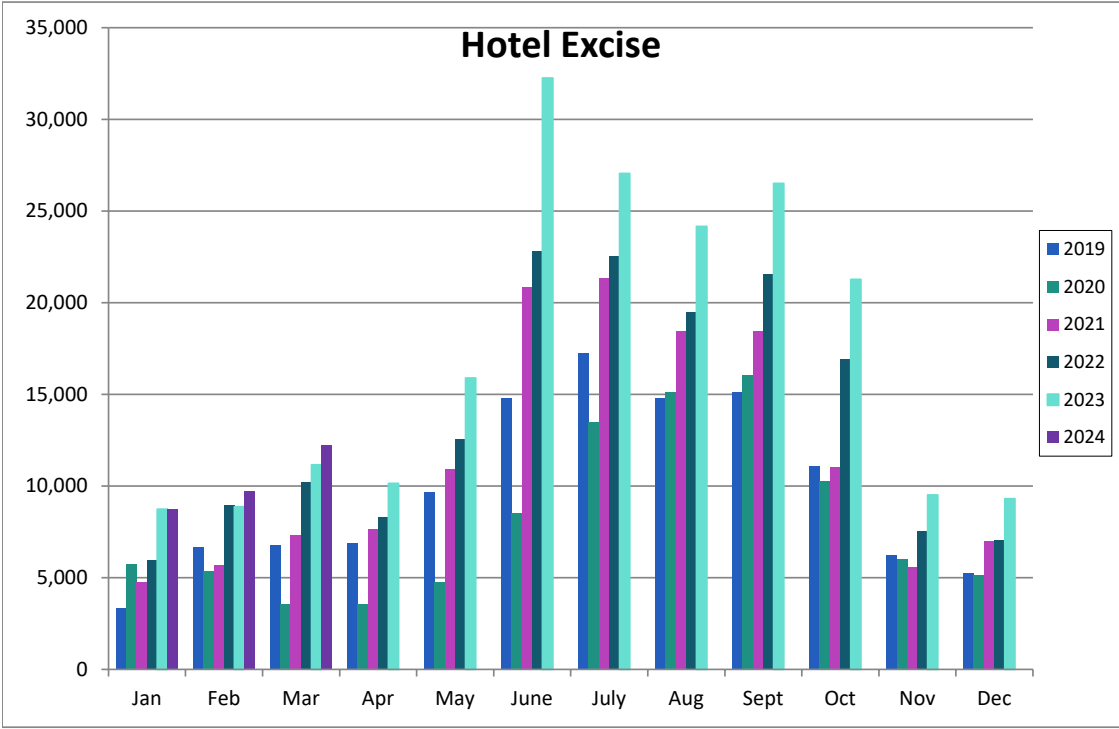
09.09.2022

CITY OF MONTROSE SALES, USE AND EXCISE TAX COLLECTIONS

	GF Retail Sales Tax			GF Const Use Tax			GF Use & Auto Tax			Total Collected GF Sales and Use Tax 3.0%			Sales and Use Budget	
Month	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Budget 2024	Budget Variance
January	1,905,682	1,781,736	7.0%	37,669	30,348	24.1%	107,432	107,770	-0.3%	2,050,784	1,919,854	6.8%	1,912,512	7.2%
February	1,843,447	1,706,581	8.0%	34,964	43,433	-19.5%	122,714	105,085	16.8%	2,001,124	1,855,099	7.9%	1,845,196	8.5%
March	2,197,173	2,173,758	1.1%	37,629	27,460	37.0%	143,622	134,190	7.0%	2,378,424	2,335,408	1.8%	2,299,904	3.4%
April														
May														
June														
July														
August														
September														
October														
November														
December														
YTD Total	5,946,302	5,662,076	5.0%	110,262	101,241	8.9%	373,767	347,045	7.7%	6,430,331	6,110,362	5.2%	6,057,613	6.2%

	PSST Retail Sales Tax			PSST Const Use Tax			PSST Use & Auto Tax			Total Collected PSST Sales and Use Tax .58%			PSST SALES and USE BUDGET		Montrose Recreation District 0.3%		
Month	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Current Year 2024	Prior Year 2023	% Increase/decrease	Budget 2024	Budget Variance	Current Year 2024	Prior Year 2023	% Increase/decrease
January	368,943	344,571	7.1%	7,273	5,867	24.0%	20,770	20,836	-0.3%	396,986	371,274	6.9%	359,254	10.5%	205,370	192,039	6.9%
February	356,549	330,129	8.0%	7,064	8,397	-15.9%	23,725	20,316	16.8%	387,338	358,842	7.9%	346,845	11.7%	200,512	185,611	8.0%
March	426,040	420,753	1.3%	9,064	15,169	-40.2%	27,767	25,943	7.0%	462,871	461,865	0.2%	445,767	3.8%	239,299	238,895	0.2%
April																	
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	
YTD Total	1,151,532	1,095,453	5.1%	23,401	29,433	-20.5%	72,262	67,095	7.7%	1,247,195	1,191,981	4.6%	1,151,866	8.3%	645,181	616,545	4.6%

	<i>Hotel Excise Tax .90%</i>			<i>Restaurant Excise Tax .80%</i>			<i>Total Collected Hotel & Restaurant Tax</i>			<i>Hotel & Restaurant Budget</i>		<i>Retail Enhancement Program</i>		
Month	<i>Current Year 2024</i>	<i>Prior Year 2023</i>	<i>% Increase/decrease</i>	<i>Current Year 2024</i>	<i>Prior Year 2023</i>	<i>% Increase/decrease</i>	<i>Current Year 2024</i>	<i>Prior Year 2023</i>	<i>% Increase/decrease</i>	<i>Budget 2024</i>	<i>Budget Variance</i>	<i>Current Year 2024</i>	<i>Prior Year 2023</i>	<i>% Increase/decrease</i>
January	8,742	6,544	33.6%	49,121	48,068	2.2%	57,863	54,612	6.0%	52,153	10.9%	50,401	45,984	9.6%
February	9,744	8,878	9.8%	47,369	46,294	2.3%	57,113	55,172	3.5%	52,522	8.7%	48,068	44,747	7.4%
March	12,244	11,162	9.7%	54,984	54,783	0.4%	67,227	65,945	1.9%	62,772	7.1%	58,145	57,475	1.2%
April														
May														
June														
July														
August														
September														
October														
November														
December														
YTD	30,729	26,584	15.6%	151,474	149,145	1.6%	182,203	175,729	3.7%	167,447	8.8%	156,614	148,206	5.7%



City of Montrose Quarterly Budget Report

First Quarter Ending March 31, 2024

May 21, 2024

The attached Financial Report represents **unaudited** revenues and expenditures as of the end of the first quarter of 2024 with a comparison to the budget.

The main operating fund of the city is the General Fund. Revenues have been collected at 23.3% and 24.4% of the expenditure 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 2023 collections, retail sales tax and total sales and use tax collections through March increased 5.0% and 5.2% 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 2023 sales and use tax collections through March for the Public Safety fund increased 4.6%. Public safety revenues have been collected at 24.6% and 20.7% has been expended in 2024.

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 2024 through March total \$645,181 which is an increase of 4.6% over 2023 collections.

The following capital projects were budgeted in the Governmental Funds for 2024.

- City Hall Building Façade
- Colorado Outdoors Flex Park
- “Keep Montrose Moving” deferred maintenance projects
- Niagara/Hillcrest Roundabout Construction
- Woodgate Rd/East Oak Grove Roundabout & Backage Road

	Revenues collected YTD compared to Budget for 2024	Expenses paid YTD compared to Budget for 2023
Water Fund	17.6%	18.4%
Sewer Fund	22.1%	13.7%
Trash & Recycling Fund	25.6%	16.5%
Black Canyon Golf Course	15.5%	15.2%

Water Fund Capital improvement projects include:

- Valve and hydrant replacement
- PRV upgrade and monitoring equipment
- Waterline replacement in conjunction with street improvement projects
- Water line replacement East Main – Townsend to Park Year 1

Sewer Fund Capital improvement projects include:

- Sewer rehabilitation/replacement
- Manhole rehabilitation & H2S lining
- Lift station elimination
- CIP 3 Sewer Design NE Trunkline
- WWTP – Oxidation Ditch Rotor Replacement
- UV System Upgrade

This report is provided to give the 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
March 31, 2024

Description	Checking	Savings	CD's	Total	**Restricted Funds	Available Totals
General Fund	854,517	3,290,566	4,590,817	8,735,900	1,173,854	7,562,046
Public Safety Fund	729,567	1,990,403		2,719,971		2,719,971
Retail Sales Enhancement	350,127	244,726		594,853	594,853	
Tourism	143,148	835	50,930	194,913	194,913	
Water Fund	1,484,200	3,304,192	632,988	5,421,381	-	5,421,381
Sewer Fund	373,423	1,638,878	1,202,785	3,215,087		3,215,087
Trash/Recycling Fund	350,619	504,274	-	854,892		854,892
Black Canyon Golf Course	671,295	54,498		725,793		725,793
Internal Service Funds	96,664	1,827,060	529,670	2,453,394		2,453,394
Health/Dental Mgmt	105,092	2,647,277		2,752,369		2,752,369
Total Operating	5,158,652	15,502,710	7,007,190	27,668,553	1,963,620	25,704,933
Downtown Improvement	3,614	16,317	-	19,931	19,931	
Downtown Opportunity Loan	96,135	90,093		186,229	186,229	
Public Education Government	3,138	36,498	-	39,636	39,636	
Surplus & Deficiency Fund	13,811	-	49,255	63,066	63,066	
Conservation Trust	986	297,867		298,854	298,854	
Pavilion Capital	6,298			6,298	6,298	
Montrose Urban Renewal	(5,338,102)	-		(5,338,102)	(5,338,102)	
Special Benefit Fund	351,056	150,387	-	501,443	501,443	
2010 Excise Tax Bonds	668,711			668,711	668,711	
EDA Fireflow Loan	-			-	-	
Demoret Trust	162	4,223	327,357	331,742	331,742	
Cemetery Perpetual	9,174	126,106		135,280	135,280	
SID Revolving	49,943	38,415	203,718	292,076	292,076	
Grand/Rio Grande	11,385	1,029,367	512,343	1,553,094	1,553,094	
Capital Improvements	31,674	1,399,679	-	1,431,353	1,431,353	
Total Non-Operating	(4,092,014)	3,188,953	1,092,673	189,612	189,612	
Grand Total	1,066,638	18,691,664	8,099,863	27,858,165	2,153,232	25,704,933

*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 March 31, 2024 - unaudited

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL FUND					
REVENUE					
TAXES (SALES & FRANCHISE)	2,412,026	6,592,625	27,765,110	21,172,485	23.7%
LICENSES & PERMITS	44,098	115,974	641,947	525,973	18.1%
INTERGOVERNMENTAL REVENUES	87,806	165,226	1,308,277	1,143,051	12.6%
CHARGES FOR SERVICES	4,288	8,186	64,796	56,610	12.6%
PAVILION REVENUES	7,147	10,794	100,000	89,206	10.8%
BASEBALL REVENUES	-	-	13,000	13,000	0.0%
FINES & FORFEITURES	7,815	25,213	106,513	81,300	23.7%
LEASES & RENTAL OF CITY FACILITIES	469	21,140	146,660	125,520	14.4%
TRANSFERS FROM OTHER FUNDS	55,614	166,841	667,364	500,523	25.0%
INCOME FROM INVESTMENTS	33,284	105,446	300,100	194,654	35.1%
OTHER FINANCING SOURCES	367	1,100	4,400	3,300	25.0%
TOTAL REVENUE	2,652,912	7,212,544	31,118,167		23.3%
TRANSFER FROM RESERVES	446,771	1,665,706	5,358,719		
TOTAL REVENUE AND RESERVES	3,099,683	8,878,250	36,476,886		
EXPENDITURES					
CITY COUNCIL	14,029	70,093	176,914	106,821	39.6%
YOUTH COUNCIL	52	297	12,300	12,003	2.4%
ECONOMIC DEVELOPMENT & COMMUNITY PROG	39,417	264,464	406,500	142,036	65.1%
CITY ATTORNEY	28,193	147,597	544,548	396,951	27.1%
CITY MANAGER	37,629	103,733	417,748	314,015	24.8%
COMMUNICATIONS	16,615	40,027	175,933	135,906	22.8%
COMPETITIVE SPORTS	3,631	7,372	52,708	45,336	14.0%
HUMAN RESOURCES	39,123	159,494	581,634	422,140	27.4%
PAVILION	62,610	170,822	740,085	569,263	23.1%
GEOGRAPHIC INFORMATION SERVICE	34,314	95,866	483,989	388,123	19.8%
FINANCE	66,612	185,382	901,249	715,867	20.6%
MUNICIPAL COURT	22,513	59,469	381,033	321,564	15.6%
TEEN COURT	3	7	6,736	6,730	0.1%
PLANNING	42,450	104,512	549,178	444,666	19.0%
INNOVATION & COMM ENGAGEMENT	7,034	8,837	26,212	17,375	33.7%
CITY CLERK	26,451	75,170	377,577	302,407	19.9%
BUILDING	30,773	85,884	445,443	359,559	19.3%
ENGINEERING	30,185	82,758	411,872	329,114	20.1%
PUBLIC WORKS ADMIN	45,731	124,589	563,596	439,007	22.1%
STREETS	183,056	691,037	3,805,711	3,114,674	18.2%
STREET CLEANING	63,634	140,645	972,505	831,860	14.5%
PARKS	269,044	616,861	2,358,242	1,741,381	26.2%
TREE PROGRAM	12,760	12,760	99,000	86,240	12.9%
SUNSET MESA MAINTENANCE	9,534	24,152	173,063	148,911	14.0%
CEMETERY	7,566	12,729	416,538	403,809	3.1%
TRANSFERS TO OTHER FUNDS	1,761,674	5,285,021	21,140,085	15,855,064	25.0%
INSURANCE AND GF FLEET LEASE	244,972	308,636	256,487	(52,149)	120.3%
TOTAL EXPENDITURES	3,099,683	8,878,250	36,476,886		24.3%
REVENUE OVER(UNDER) EXP.	(0)	-	-		

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
PUBLIC SAFETY FUND					
REVENUE					
SALES AND USE TAXES	462,871	1,247,844	5,205,779	3,957,935	24.0%
GRANTS	13,971	13,971	103,003	89,032	13.6%
CHARGES FOR SERVICES	4,517	12,424	119,405	106,982	10.4%
INSURANCE CLAIMS AND DONATIONS	2,096	7,504	46,868	39,364	16.0%
INTEREST INCOME	12,648	37,200	1,000	(36,200)	3720.0%
TRANSFER FROM GENERAL FUND	696,674	2,090,021	8,360,085	6,270,064	25.0%
DRUG TASKFORCE	-	145	17,200	17,055	0.8%
TOTAL REVENUE	1,192,777	3,409,109	13,853,340		24.6%
TRANSFER FROM RESERVES					
TOTAL REVENUE AND RESERVES	1,192,777	3,409,109	13,853,340		
EXPENDITURES					
POLICE PATROL	667,703	1,917,831	9,421,667	7,503,836	20.4%
POLICE ADMINISTRATION	335,986	835,849	4,181,140	3,345,291	20.0%
DRUG TASKFORCE	50,884	213,762	593,910	380,148	36.0%
CODE ENFORCEMENT	4,227	15,271	142,188	126,917	10.7%
POLICE ACADEMY	19,715	53,371	218,428	165,057	24.4%
ANIMAL SERVICES	43,593	119,102	704,383	585,281	16.9%
TOTAL EXPENDITURES	1,122,109	3,155,187	15,261,716		20.7%
REVENUE OVER/UNDER EXP	70,668	253,922	(1,408,376)		
RETAIL SALES ENHANCEMENT FUND					
REVENUE					
TAXES	58,145	156,667	654,000	497,333	24.0%
GRANTS	-	-	-	-	
OTHER REVENUE	1,231	3,536	31,800		
TRANSFER FROM GENERAL FUND	5,000	15,000	60,000		
TRANSFER FROM RESERVES			8,557		
TOTAL REVENUE	64,377	175,203	754,357	497,333	23.2%
EXPENDITURES					
DART/BUSINESS OPERATIONS	21,141	82,142	721,257	639,115	11.4%
MONTROSE UNIVERSITY	294	528	33,100	32,572	1.6%
TOTAL EXPENDITURES	21,435	82,670	754,357	671,687	11.0%
REVENUE OVER(UNDER) EXP.	42,942	92,533	-		
OPPORTUNITY LOAN FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
PRINCIPAL & INTEREST PAYMENTS	-	-	1,650	1,650	0.0%
TRANSFER FROM RESERVES			56,200	-	
TOTAL REVENUE	-	-	57,850	1,650	
EXPENDITURES					
DOWNTOWN OPPORTUNITY FUND	-	-	40,000	40,000	
REVENUE OVER(UNDER) EXP.	-	-	17,850		
PUBLIC/EDUCATION/GOVERNMENT					
REVENUE					
PEG FEE	-	1,755	16,600	14,846	10.6%
INTEREST INCOME	255	749	1,332	583	
TOTAL REVENUE	255	2,504	17,932	15,428	14.0%
TRANSFER FROM RESERVE					
TOTAL REVENUE AND RESERVES	255	2,504	17,932	-	14.0%
EXPENDITURES	346	2,096	6,849	4,753	30.6%
REVENUE OVER(UNDER) EXP.	(91)	407	11,083		

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
CONSERVATION TRUST FUND					
REVENUE					
LOTTERY REVENUE	-	-	125,600	125,600	0.0%
INCOME FROM INVESTMENTS	3,830	10,945	12,600	1,655	86.9%
TRANSFER FROM RESERVES			111,800		
TOTAL REVENUE	3,830	10,945	250,000	127,255	4.4%
EXPENDITURES					
CONSERVATION TRUST	-	-	250,000	250,000	
REVENUE OVER(UNDER) EXP.	3,830	10,945	-		
MURA - COLORADO OUTDOORS					
REVENUE					
INTERGOVERNMENTAL REVENUES	34,908	108,011	680,000	571,989	15.9%
INTEREST INCOME	-	-	-	-	
OTHER FINANCING SOURCES	-	-	-	-	
TOTAL REVENUE	34,908	108,011	680,000	571,989	15.9%
EXPENDITURES					
PROFESSIONAL FEES	1,062	104,007	-	(104,007)	
TRAIL DEVELOPMENT - RIVER	-	-	-	-	
UNCOMPAHGRE RIVER WORK	-	-	-	-	
BUSINESS DEVELOPMENT - PUBLIC IMP	1,675	48,580	350,000	301,420	13.9%
TOTAL EXPENDITURES	2,737	152,587	350,000	197,413	43.6%
REVENUE OVER(UNDER)EXP.	32,171	(44,576)	330,000	374,576	
SPECIAL BENEFIT FUND					
REVENUE					
GRANTS	-	-	-	-	
CHARGES FOR SERVICES	4,725	14,175	37,000	22,825	38.3%
DONATIONS FROM THE COMMUNITY	1,043	6,653	68,300	61,647	9.7%
INTEREST INCOME	255	749	300	(449)	249.7%
TRANSFER FROM RESERVE		-	35,989	-	
TOTAL REVENUES	6,023	21,578	141,589	84,022	15.2%
EXPENDITURES					
CARE OF ANIMALS	9,919	15,159	114,007	98,848	13.3%
SUNSET MESA IMPROVEMENTS	-	-	-	-	
TOTAL EXPENDITURES	9,919	15,159	114,007	98,848	13.3%
REVENUE OVER(UNDER) EXP.	(3,896)	6,419	27,582		
TOURISM PROMOTIONAL FUND					
REVENUE					
EXCISE TAX	67,433	183,192	817,500	634,308	22.4%
SPECIAL EVENTS	35	35	1,000	965	3.5%
VISITOR GUIDE AD/MERCHANDISE SALES	75	581	11,000	10,419	5.3%
INTEREST INCOME	4	14	1,000	986	1.4%
TOTAL REVENUE	67,547	183,821	830,500	646,679	22.1%
TRANSFER FROM RESERVES		-	68,903		
TOTAL REVENUE AND RESERVES	67,547	183,821	899,403		20.4%
EXPENDITURES					
MARKETING	35,262	59,344	482,621	423,277	12.3%
VISITOR CENTER OPERATIONS	23,061	40,839	141,700	100,862	28.8%
SPECIAL EVENT OPERATIONS	44,906	77,814	276,561	198,747	28.1%
SPORTS TOURISM	1,800	1,800	12,250	10,450	14.7%
TOTAL EXPENDITURES	105,028	179,796	913,132	733,336	19.7%
REVENUE OVER(UNDER) EXP.	(37,481)	4,024	(13,729)		

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL DEBT SERVICE					
REVENUE					
OTHER FINANCING SOURCES	127,221	381,663	1,529,651	1,147,988	25.0%
TRANSFER FROM RESERVE			301,000		
TOTAL REVENUES	127,221	381,663	1,830,651	1,147,988	
EXPENDITURES					
2020 PUBLIC SAFETY CERTIFICATE OF PARTICIPATION	-	-	902,794	902,794	0.0%
2017 INFRASTRUCTURE IMPROVEMENT LOAN	-	-	627,857	627,857	0.0%
TOTAL EXPENDITURES	-	-	1,530,651	1,530,651	
REVENUE OVER(UNDER) EXP.	127,221	381,663	300,000		
CEMETERY PERPETUAL CARE FUND					
REVENUE					
CHARGES FOR SERVICES	960	960	2,000	1,040	48.0%
INCOME FROM INVESTMENTS	601	1,775	2,400	625	74.0%
TOTAL REVENUE	1,561	2,735	4,400	1,665	
EXPENDITURES					
CEMETERY PERPETUAL CARE	367	1,100	4,400	3,300	25.0%
REVENUE OVER(UNDER) EXP.	1,195	1,635	-		
SPECIAL IMPROVEMENTS REVOLVING					
REVENUE					
MONTHLY PRINCIPAL AND INTEREST	-	-	59,400	59,400	0.0%
INCOME FROM INVESTMENTS	2,159	6,368	2,500	(3,868)	254.7%
TOTAL REVENUE	2,159	6,368	61,900	55,532	
TRANSFER FROM RESERVES	284,336	499,351	-		
TOTAL REVENUE AND RESERVES	286,495	505,719	61,900		
EXPENDITURES					
COUNTY COLLECTION FEE	94	94	1,200	1,106	7.8%
WATER LINE RELOCATION	286,401	505,625	-	(505,625)	
TOTAL EXPENDITURES	286,495	505,719	1,200	(504,519)	
REVENUE OVER(UNDER) EXP.	(0)	(0)	60,700		
WEST SIDE ARTERIAL PROJECT					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
INCOME FROM INVESTMENTS	5,972	18,378	26,684	8,306	
TOTAL REVENUE	5,972	18,378	26,684	8,306	
EXPENDITURES					
ARTERIAL CONSTRUCTION	-	-	250,000	250,000	
REVENUE OVER(UNDER) EXP.	5,972	18,378	(223,316)		
CAPITAL and FACILITY IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	300,000	300,000	
GRANT MATCH FROM OTHER ENTITIES	-	-	50,000	50,000	
INCOME FROM INVESTMENTS	16,897	49,665	163,874	114,209	30.3%
TRANSFER FROM GENERAL FUND	1,021,773	3,065,318	12,261,271	9,195,953	25.0%
TOTAL REVENUE	1,038,670	3,114,983	12,775,145	9,660,162	24.4%
TRANSFER FROM RESERVES			174,855	174,855	
TOTAL REVENUE AND RESERVES	1,038,670	3,114,983	12,950,000		
EXPENDITURES					
FACILITY IMPROVEMENTS	43,536	49,036	3,250,000	3,200,964	1.5%
CURB/GUTTER/SIDEWALK	-	-	125,000	125,000	0.0%
CAPITAL IMPROVEMENTS	357,987	794,287	9,400,000	8,605,713	8.4%
CONNECT TRAIL	926	926	150,000	149,075	
BALDRIDGE PARK IMPROVEMENTS	-	350	25,000	24,650	
DOWNTOWN SALES TAX TIF	-	-	-	-	
TOTAL EXPENDITURES	402,449	844,598	12,950,000	12,105,402	6.5%
REVENUE OVER(UNDER) EXP.	636,221	2,270,385	-		

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
WATER FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	9,368	9,368	0.0%
WATER REVENUES	414,508	1,277,121	8,205,219	6,928,098	15.6%
WATER CAPACITY FEES	6,861	27,923	344,623	316,700	8.1%
INCOME FROM INVESTMENTS	30,561	90,025	12,500	(77,525)	720.2%
TOTAL REVENUE	451,931	1,395,069	8,571,710	7,176,641	17.6%
TRANSFER FROM RESERVES		217,122	176,233		
TOTAL REVENUE AND RESERVES	451,931	1,612,191	8,747,943	7,176,641	
EXPENDITURES					
RECORDS & COLLECTION	16,812	61,912	274,114	212,202	22.6%
WATER DIST & ADMIN	269,200	1,548,572	8,280,663	6,732,091	18.7%
WATER DEBT SERVICE	1,708	1,708	193,166	191,458	0.9%
TOTAL EXPENDITURES	287,720	1,612,191	8,747,943	7,135,752	18.4%
REVENUE OVER(UNDER) EXP.	164,211	(0)	-		
SEWER FUND					
REVENUE					
CHARGES FOR SERVICES	2,234	7,162	23,900	16,738	30.0%
SEWER REVENUES	277,043	864,284	3,617,131	2,752,847	23.9%
SEWER LEASE & CAPACITY FEES	47,329	118,183	898,724	780,541	13.2%
INCOME FROM INVESTMENTS	7,550	22,450	35,000	12,550	64.1%
TOTAL REVENUE	334,156	1,012,079	4,574,755		22.1%
TRANSFER FROM RESERVES	8,512		1,506,960		
TOTAL REVENUE AND RESERVES	342,668	1,012,079	6,081,715		
EXPENDITURES					
RECORDS & COLLECTION	3,056	11,144	52,570	41,426	21.2%
SEWER LINE MAINT & ADMIN	212,320	511,406	3,378,245	2,866,839	15.1%
SEWER TREATMENT	125,895	308,941	2,472,936	2,163,995	12.5%
INDUSTRIAL PRETREATMENT	-	117	19,650	19,533	0.6%
SEWER DEBT SERVICE	1,397	1,397	158,314	156,917	0.9%
TOTAL EXPENDITURES	342,668	833,006	6,081,715		13.7%
REVENUE OVER(UNDER) EXP.	(0)	179,073	-		
TRASH & RECYCLING FUND					
REVENUE					
CHARGES FOR SERVICES	233,275	702,012	2,762,453	2,060,441	25.4%
SALE OF SUPPLIES	269	847	4,718	3,871	18.0%
INCOME FROM INVESTMENTS	2,357	6,928	9,822	2,894	
TOTAL REVENUE	235,901	709,787	2,776,993		25.6%
TRANSFER FROM RESERVES			5,058		
TOTAL REVENUE AND RESERVES	235,901	709,787	2,782,051		
EXPENDITURES					
RECORDS & COLLECTION	3,647	11,663	62,043	50,380	18.8%
SANITATION OPER & ADMIN	180,533	447,644	2,720,008	2,272,364	16.5%
TOTAL EXPENDITURES	184,180	459,307	2,782,051	2,322,744	16.5%
REVENUE OVER(UNDER) EXP.	51,721	250,480	-		
BLACK CANYON GOLF COURSE					
REVENUE					
GOLF ROUNDS	48,382	89,758	280,900	191,142	32.0%
ANNUAL MEMBERSHIPS	15,948	144,492	123,600	(20,892)	116.9%
OTHER SALES	4,521	7,101	357,600	350,499	2.0%
TRANSFER FROM GENERAL FUND	34,376		798,941	798,941	0.0%
TOTAL REVENUE	103,227	241,350	1,561,041		15.5%
EXPENDITURES					
TURF MAINTENANCE OPERATIONS	32,740	81,753	714,295	632,542	11.4%
BUSINESS OPERATIONS/CLUBHOUSE	42,228	105,036	578,379	473,343	18.2%
RUSTY PUTTER RESTAURANT	28,259	50,880	268,367	217,487	19.0%
TOTAL EXPENDITURES	103,227	237,669	1,561,041	1,323,372	15.2%
REVENUE OVER(UNDER) EXP.	0	3,682	-		

	March	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
INTERNAL SERVICE FUNDS					
REVENUE					
SHARED SERVICES	-	-	65,003	65,003	
CHARGES FOR SERVICE	20	100	2,351	2,251	
SALE OF ASSETS & EQUIPMENT USAGE	714,727	2,050,696	9,355,556	7,304,860	21.9%
INCOME FROM INVESTMENTS	12,873	37,943	45,323	7,380	
TOTAL REVENUE	727,620	2,088,740	9,468,233		22.1%
TRANSFER FROM RESERVE					
TOTAL REVENUE AND RESERVES	727,620	2,088,740	9,468,233		
EXPENDITURES					
FLEET MANAGEMENT	272,275	923,671	3,899,608	2,975,937	23.7%
INFORMATION SERVICES	149,536	536,222	2,622,540	2,086,318	20.4%
FACILITY MANAGEMENT	126,783	350,275	2,419,109	2,068,834	14.5%
TOTAL EXPENDITURES	548,593	1,810,167	8,941,257	7,131,090	
REVENUE OVER(UNDER) EXP.	179,027	278,572	526,976		
HEALTH & DENTAL MGMT FUND					
REVENUE					
WESTCO PREMIUMS	21,437	64,430	289,529	225,099	22.3%
REFUNDS & REBATES	-	-	532,632	532,632	0.0%
INCOME FROM INVESTMENTS	12,239	36,101	46,261	10,160	78.0%
FROM OTHER FUNDS WITHIN THE CITY	201,931	614,697	2,102,783	1,488,086	29.2%
TRANSFER FROM RESERVES	73,458	3,218	346,295		
TOTAL REVENUE	309,065	718,447	3,317,500		21.7%
HEALTH & DENTAL PREMIUMS & CLAIMS	309,065	712,011	3,317,500	2,605,489	21.5%
REVENUE OVER(UNDER) EXP.	0	6,436	-		
MRD SALES AND USE TAX					
REVENUE	239,299	645,387	2,778,136	2,132,749	23.2%
EXPENDITURE	239,299	645,181	2,778,136	2,132,955	23.2%
REVENUE OVER(UNDER) EXP	(0)	206	-	(206)	