



CITY COUNCIL WORK SESSION
Monday, July 15, 2024 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. 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) INTRODUCTION OF NEW CITY EMPLOYEES

Jason Robillard - Police Officer
Tristin Houghtaling - Police Officer
Ryan Powers - Parks & Special Projects Worker
Dustin Wilk - Streets Division Worker
Justin Bollinger - GIS Analyst

2) DISCUSSION ITEMS

- A) Cedar Creek Cemetery Bridge Replacement Contract Award (10 minutes)
Staff: City Engineer Scott Murphy
- B) Private Activity Bond Cap Allocation (10 minutes)
Staff: Community Development Specialist Christopher Ottinger
- C) Nations Addition Revised Annexation Agreement (10 minutes)
Staff: Planner II William Reis
- D) 2024 Landfill Contract Award Recommendation (15 minutes)
Staff: Public Works Director Jim Scheid and Trash and Recycle Superintendent Abel Velarde



3) STAFF REPORTS

A) Scheduling of City Council Budget Retreat (10 minutes)

Staff: Finance Director Shani Wittenberg

B) Second Quarter and Mid-Year Crime Statistics (10 minutes)

Staff: Police Chief Blaine Hall

4) GENERAL CITY COUNCIL DISCUSSION

A) Potential Ballot Question for Lodging Tax Increase (30 minutes)

CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: July 8, 2024
RE: Cedar Creek Cemetery Bridge Replacement Construction Contract Award
CC: William Bell, Shani Wittenberg

Action

Consider the award of a construction contract to K&D Construction in the amount of \$241,302.90 for replacement of the Cedar Creek Cemetery Bridge.

Background

The City of Montrose owns a 9.5 foot diameter culvert over Cedar Creek within the Cedar Creek Cemetery at the location shown in Figure 1. This culvert/bridge provides pedestrian and equipment access to the northern portions of the cemetery but is currently closed to vehicular use due to excessive corrosion and structural failure of the corrugated metal culvert pipe. This project aims to replace the failed culvert while preserving/reinforcing the existing headwall structures at each end of the crossing.

Project Bidding and Associated Expenditures

Construction of the bridge replacement project was put out for bid on June 12th and bids were publicly received on July 2, 2024 from one contractor as summarized in Table 1 below. Bid totals presented include a 20 percent contingency. It should be noted that the typical bid contingency amount of 10 percent was increased on this project given some unknowns and risk associated with foundation and headwall conditions.

TABLE 1
Summary of Bid Results

Contractor	Location	Bid Total
K&D Construction	Grand Junction, CO	\$241,302.90

Although there was only one bidder on this project, the price is considered reasonable and the City has positive experience working with K&D to construct the Miami-Hillcrest Roundabout Project in 2019.

Project Schedule and Traffic Control

This project is planned to span two calendar years in order for the work to take place during winter months when flows are substantially lower on Cedar Creek. The culvert work is scheduled to be complete by March and final paving complete by May 2025. While the bridge is being replaced, the work area will be closed to all pedestrian and vehicular traffic. Access to existing grave sites will remain open for all areas south of the bridge. The contractor will also work to limit work while nearby funeral processions are taking place.

Contract Administration and Project Financials

Contract administration, project management, survey, and inspection will be performed by the City of Montrose engineering department. Because the project was designed in-house, no outside surveying or design support is anticipated.

The City budgeted \$200k for the first year of this project within the 2024 Park's capital improvement fund. \$150k is currently proposed for the 2025 budget to cover any project balance that continues into 2025. Because it is not known exactly how the \$241k project will split between the two budget years, these budgeted amounts are intended to cover the maximum anticipated expenditures by year. Timing of how these funds are expended will be dependent on the final contractor schedule and contractor progress; at either rate, the approved \$241k contract amount will be the maximum amount approved for expenditure.



Figure 1: Cedar Creek Cemetery Culvert Location



CITY OF MONTROSE
Community Development Department

MEMO

TO: City Council
FROM: Christopher Ottinger, Community Development Specialist
DATE: July 15, 2024
RE: Allocating Private Activity Bonds to CHFA

INTRODUCTION

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

BACKGROUND

The IRS allocates a per capita bonding authority annually for housing to each state, also known as PAB Volume Capacity or "Cap". Colorado in turn allocates this authority to statewide authorities and local governments. In 2022, the allocation for the City of Montrose was \$1,125,667. In 2023, the allocation was \$1,245,218, an 11% increase. In 2024, the allocation is \$1,325,266, a 6% increase.

The City of Montrose has not desired to issue bonds directly, as there is risk and administrative burden in doing so. Allocating the PAB directly to CHFA allows our community to benefit from the PAB allocation without the City directly issuing bonds. Examples of PAB at work include in 2020, CHFA worked with the City of Montrose to use the City's PAB allocation to support Steele Properties, LLC's rehabilitation of San Juan Apartments, which serves Senior (62+ years old) Section 8 and residents with disabilities. In 2021, CHFA funded 20 loans in their single family tax-exempt program, First Step, for a total of \$5.3 million in the City of Montrose. For 2022, CHFA funded 17 loans, totaling \$4.5 million. In 2023, CHFA funded 21 loans that amounted to \$6,099,442, averaging \$304,385 per loan that housed 52 people at an average Area Median Income of 107% or \$69,385.

City staff this year again recommends that City Council consider assigning our PAB allocation to CHFA, and request that CHFA use the PAB if there is the opportunity to support first time home ownership investment, a multifamily affordable housing project, and/or use the PAB allocation to support CHFA's homeownership program known as First Step or the newest program to support Coloradans who have not previously owned a home, and whose parents or guardians were not homeowners. CHFA FirstGenerations and FirstGeneration Plus offer up to \$25,000 in down payment assistance and a fixed-rate 30-year home mortgage loan to eligible borrowers. The program also serves those raised in the

foster care system who have not previously owned a home. If the City Council allocates PAB to CHFA, CHFA will ensure that the funding is used within the City of Montrose to benefit our community.





CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 15, 2024
RE: Nations Addition Revised Annexation Agreement
ATTACHMENTS:

- Exhibit A: Vicinity Map of Nations Addition
- Exhibit B: Existing Nations Addition Annexation Agreement
- Exhibit C: Nations Addition Revised Agreement Redline Version
- Exhibit D: Nations Addition Revised Agreement Clen Version

City Council Consideration:

City Council is considering a revised annexation agreement for the Nations Addition, originally annexed in 2007. The annexation agreement has been revised in 2014 and 2018. The revised agreement will replace the existing annexation agreement from 2018. The purpose of this revision is to match the City's modern development standards and practices, ensure ROW dedication sufficient for bridge improvements and future roundabout construction at 6700 Road and Miami Road, ensure public utility easements are dedicated along all rights of way, as well as amend requirements and city liabilities for recreational trails along Cedar Creek.

The current recorded annexation agreement is attached, as well as proposed redlines, and a clean version of the revised annexation agreement.



Nations Addition Vicinity Map



AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into this 2nd day of July, 2018 by and between S.W. COLORADO LAND ONE, L.L.C. hereinafter called Declarant and the City of Montrose, Colorado hereinafter called the City or Grantee.

WITNESSETH: WHEREAS the City and Declarant have agreed to amend the provisions of the **Nations Addition** Dedication, Agreement and Declaration of Covenants Recorded under Reception No. 858263, on August 21, 2014. The parties named above hereby agree as follows:

1. Declarant is the owner of the real property located in Montrose County, Colorado, described as:

See Exhibit A attached hereto.
2. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, its successors and assigns and any person acquiring and holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns.
3. This Agreement supersedes and replaces the Dedication, Agreement and Declaration of Covenants between the City and Declarant recorded at Reception No. 858263, on August 21, 2014, in the Montrose County records.
4. Declarant hereby agrees that the above described property shall be subject to the following minimum terms and conditions in addition to the terms and conditions of applicable City ordinances and regulations as in effect from time to time unless otherwise authorized by the City.
 - A. Declarant shall as part of any development, provide:
 - i. A City water system and a City gravity sewer system within the property described above in accordance with City standards and specifications, subdivision regulations and other applicable regulations at Declarant's cost adequate to serve any development on said property.
 - B. Declarant hereby dedicates, grants and conveys to the City the following:
 - i. For use as part of Miami Road, that part of the property described on Exhibit A lying within 40 feet of the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, T49, R9W, N.M.P.M., Montrose County, Colorado;
 - ii. For use as 6700 Road, that part of the property described on Exhibit A, lying within 50 feet of the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section;
 - C. As part of any significant development of the property described on Exhibit A, Declarant shall dedicate to the City:
 - i. Right of way sufficient for the full width construction of Evans Street to collector street standards.
 - ii. A minimum 14-foot wide easement for a recreation path along the length of Cedar Creek in a safe and stable location approved by the City, outside of any jurisdictional wetlands, ordinary high water level, or steep slopes. The recreation path shall be suitable for emergency vehicle usage, however any bridging of Cedar Creek that might be required for the construction of the recreation path shall not be required to exceed the design standards required to construct a pedestrian bridge.
 - D. As part of any significant development of the property described on Exhibit A, Declarant shall design and construct the following:
 - i. Evans Street to collector street standards.
 - ii. The easterly half of 6675 Road lying north of Cedar Creek to local street standards in a location to be approved by the City during the subdivision process.
 - iii. All such street construction shall include curb, gutter, and sidewalk, and related improvements.
 - iv. A 10-foot wide concrete recreation trail along Cedar Creek in the easement dedicated above, to be maintained by the City after acceptance.
 - v. All slopes along Cedar Creek, which are steeper than 3:1 shall be stabilized in accordance with City-approved engineered plans.

- E. Any subdivision or development on the property shall provide a minimum of 8% of the property described on Exhibit A, or such greater area as may be required by City Subdivision and Development Regulations, developed as trails, parks and playgrounds at the Declarant's expense, or payment in lieu of all or part thereof, as determined by the City. The Cedar Creek corridor lying between the boundary of the above referenced recreation path easement, and a line on the opposite side of the creek, 10 feet beyond all of the following—ordinary high water mark, jurisdictional wetlands and top of banks as stabilized, shall be developed as open space and parks. The Cedar Creek corridor shall be owned and maintained by an owner's association, open to public recreational use. Such area shall count toward the foregoing park and playground requirements. All rear yard fences of subdivision lots adjacent to the corridor will be limited to a maximum height of 4 feet.
- F. Declarant will, at a time requested by the City, install improvements to minimize silt and debris-laden water runoff onto adjacent properties.
- G. In the event that the Colorado Department of Transportation (CDOT) shall require a traffic study or an access permit for any Highway 50 intersection including 6700 road intersection because of development of the property described on Exhibit A, Declarant shall as part of any development produce an adequate study and prepare, subject to City review and approval, an application for such access permit.
- H. Declarant shall pay to the City, a City Operations and Police Service Fee in the amount of \$918.91 per dwelling unit. The fee shall be collected as part of the building permit application. The amount of the fee may be adjusted for inflation from time to time.
5. Declarant understands and agrees that the City cannot contract away its police power and that nothing contained herein may be construed to foreclose the City from applying additional requirements of its Subdivision Regulations and other ordinances and regulations, as in effect from time to time, in accordance with their terms, including dedication of additional property when required.

EXECUTED the day above first written.

CITY OF MONTROSE, COLORADO


Roy Anderson, Mayor

DECLARANT


S. W. COLORADO LAND ONE, L.L.C., a
Colorado Limited Liability Corporation
A. Jeffrey Seitz, Manager

~~STATE OF COLORADO~~)
^{Iowa}) ss.
~~COUNTY OF MONTROSE~~)

The foregoing instrument was acknowledged before me this 27 day of June, 2018,
by A. Jeffrey Seitz, Manager of S.W. COLORADO LAND ONE, L.L.C.

Witness my hand and official seal.

My commission expires March 31, 2020

Notary



STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018,
by Ray Anderson, Mayor of the City of Montrose.

Witness my hand and official seal.

My commission expires 03/12/2019

Lisa DelPavolo
Notary

Exhibit A

SE1/4 NE1/4, Section 26, Township 49 North, Range 9 West, New Mexico Principal Meridian,
Less road dedication recorded at Reception No. 858263, County of Montrose, State of Colorado.

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into this ____ day of _____, 20__ by and between ~~S.W. COLORADO LAND ONE, L.L.C~~ Christopher Koch, hereinafter called Declarant and the City of Montrose, Colorado hereinafter called the City or Grantee.

WITNESSETH: WHEREAS the City and Declarant have agreed to amend the provisions of the **Nations Addition** ~~Dedication~~, Agreement and Declaration of Covenants Recorded under Reception No. ~~858263898472~~, on ~~August 21, 2014~~ July 2, 2018. The parties named above hereby agree as follows:

1. Declarant is the owner of the real property located in Montrose County, Colorado, described as:

See Exhibit A attached hereto.
2. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, its successors and assigns and any person acquiring and holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns.
3. This Agreement supersedes and replaces the ~~Dedication~~, Agreement and Declaration of Covenants between the City and Declarant recorded at Reception No. ~~858263898472~~, on ~~August 21, 2014~~ July 2, 2018, in the Montrose County records.
4. Declarant hereby agrees that the above--described property shall be subject to the following minimum terms and conditions in addition to the terms and conditions of applicable City ordinances and regulations as in effect from time to time unless otherwise authorized by the City.
 - A. Declarant shall as part of any development, provide:
 - i. A City water system and a City gravity sewer system within the property described above in accordance with City standards and specifications, subdivision regulations and other applicable regulations at Declarant's cost adequate to serve any development on said property.
 - B. Declarant hereby dedicates, grants and conveys to the City the following:
 - i. For use as part of Miami Road, that part of the property described on Exhibit A lying within 40 feet of the south line of the SE ¼ NE ¼ of Section 26, T49, R9W, N.M.P.M., Montrose County, Colorado;
 - ii. For use as 6700 Road, that part of the property described on Exhibit A, lying within 50 feet of the East line of said SE ¼ NE ¼ Section;
 - C. As part of any significant development of the property described on Exhibit A or at the request of the City, Declarant shall dedicate, grant, and convey to the City the following in addition to typical local roadway dedications associated with development of the property:
 - i. Right of way sufficient for the full width construction of Evans Street to collector-residential street standards;
 - ii. 50 feet of right of way along the western property boundary, north of Cedar Creek to accommodate the extension of 6675 Road in line with the existing roadway present within the Iron Horse subdivision immediately to the north;
 - iii. Right of way sufficient to accommodate a future roundabout at the intersection of 6700 Road and Miami Roads where abutting the property described on Exhibit A;
 - iv. Right of way sufficient to accommodate a widening of the 6700 Road bridge and associated abutment wingwalls to minor arterial standards where crossing over Cedar Creek and abutting the property described in Exhibit A;
 - v. Public utility easements 15 feet in width immediately alongside all right of way dedications;Where not currently finalized, right of way alignments shall be determined at a later date either as part of a standalone City capital project or concurrent with development by the Declarant.
 - ~~i. A minimum 14-foot wide 10-foot wide easement for a recreation path along the length of Cedar Creek in a safe and stable location approved by the City, outside of any jurisdictional wetlands, ordinary high water level, or steep~~

~~slopes. The recreation path shall be suitable not be utilized for emergency vehicle usage, however and any bridging of Cedar Creek that might be required for the construction of the recreation path shall not be required to exceed the design standards required to construct a pedestrian bridge.~~

D. As part of any significant development of the property described on Exhibit A, Declarant shall design and construct the following:

- i. Evans Street to ~~collector residential~~ street standards with a total right of way width of 50 feet.
- ii. The easterly half of 6675 Road lying north of Cedar Creek ~~to local streets a 50 feet in width and in line with the road template and right of way immediately to the north within the Iron Horse Subdivision. standards in a location to be approved by the City during the subdivision process.~~
- iii. All such street construction shall include curb, gutter, and sidewalk, and related improvements.
- iv. A ~~106~~-foot wide ~~concrete soft-surface~~ recreation trail along Cedar Creek in a safe and stable location approved by the City, outside of any jurisdictional wetlands, ordinary high water level, or steep slopes. The soft-surface recreation trail shall be maintained by an owner's association while being for the benefit of the public -as described in Item E below. -in the easement dedicated above, to be maintained by the City after acceptance.
- v. ~~All slopes along Cedar Creek, which are steeper than 3:1 shall be stabilized in accordance with City approved engineered plans.~~

E. Any subdivision or development on the property shall provide a minimum of 8% of the property described on Exhibit A, or such greater area as may be required by City Subdivision and Development Regulations, developed as trails, parks and playgrounds at the Declarant's expense, or payment in lieu of all or part thereof, as determined by the City. The Cedar Creek corridor lying between the boundary of the above referenced recreation path ~~easement~~, and a line on the opposite side of the creek, 10 feet beyond all of the following—ordinary high water mark, jurisdictional wetlands and top of ~~banks as stabilized~~ stable banks, shall be developed as open space and parks. The Cedar Creek corridor shall be owned and maintained by an owner's ~~association, association and shall be~~ open to the public for recreational use. Such area shall count toward the foregoing park and playground requirements. All rear ~~year~~ yard fences of subdivision lots adjacent to the corridor will be limited to a maximum height of 4 feet.

~~F. Declarant will, at a time requested by the City, install improvements to minimize silt and debris-laden water runoff onto adjacent properties.~~

~~G.F.~~ _____ In the event that the Colorado Department of Transportation (CDOT) shall require a traffic study or an access permit for any Highway 50 intersection including 6700 road intersection because of development of the property described on Exhibit A, Declarant shall as part of any development produce an adequate study and prepare, subject to City review and approval, an application for such access permit.

~~H. Declarant shall pay to the City, a City Operations and Police Service Fee in the amount of \$918.91 per dwelling unit. The fee shall be collected as part of the building permit application. The amount of the fee may be adjusted for inflation from time to time.~~

5. Declarant understands and agrees that the City cannot contract away its police power and that nothing contained herein may be construed to foreclose the City from applying additional requirements of its Subdivision Regulations and other ordinances and regulations, as in effect from time to time, in accordance with their terms, including dedication of additional property when required.

EXECUTED the day above first written.

CITY OF MONTROSE, COLORADO

DECLARANT

~~Roy Anderson~~ J. David Reed, Mayor

Christopher Koch
~~S. W. COLORADO LAND ONE, L.L.C., a~~
~~Colorado Limited Liability Corporation~~

State of Colorado.

NATIONS ADDITION
LEGAL DESCRIPTION:

All of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 26, T.49 N., R.9 W., N.M.P.M. Montrose County,
Colorado, not previously annexed by the DOIG Addition and Sunrich Addition No 2.

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into this ____ day of _____, 20__ by and between Christopher Koch hereinafter called Declarant and the City of Montrose, Colorado hereinafter called the City or Grantee.

WITNESSETH: WHEREAS the City and Declarant have agreed to amend the provisions of the **Nations Addition** Agreement and Declaration of Covenants Recorded under Reception No. 898472, on July 2, 2018. The parties named above hereby agree as follows:

1. Declarant is the owner of the real property located in Montrose County, Colorado, described as:

See Exhibit A attached hereto.
2. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, its successors and assigns and any person acquiring and holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns.
3. This Agreement supersedes and replaces the Agreement and Declaration of Covenants between the City and Declarant recorded at Reception No.898472, on July 2, 2018, in the Montrose County records.
4. Declarant hereby agrees that the above-described property shall be subject to the following minimum terms and conditions in addition to the terms and conditions of applicable City ordinances and regulations as in effect from time to time unless otherwise authorized by the City.
 - A. Declarant shall as part of any development, provide:
 - i. A City water system and a City gravity sewer system within the property described above in accordance with City standards and specifications, subdivision regulations and other applicable regulations at Declarant's cost adequate to serve any development on said property.
 - B. Declarant hereby dedicates, grants and conveys to the City the following:
 - i. For use as part of Miami Road, that part of the property described on Exhibit A lying within 40 feet of the south line of the SE ¼ NE ¼ of Section 26, T49, R9W, N.M.P.M., Montrose County, Colorado;
 - ii. For use as 6700 Road, that part of the property described on Exhibit A, lying within 50 feet of the East line of said SE ¼ NE ¼ Section;
 - C. As part of any significant development of the property described on Exhibit A or at the request of the City, Declarant shall dedicate, grant, and convey to the City the following in addition to typical local roadway dedications associated with development of the property:
 - i. Right of way sufficient for the full width construction of Evans Street to residential street standards;
 - ii. 50 feet of right of way along the western property boundary, north of Cedar Creek to accommodate the extension of 6675 Road in line with the existing roadway present within the Iron Horse subdivision immediately to the north;
 - iii. Right of way sufficient to accommodate a future roundabout at the intersection of 6700 Road and Miami Roads where abutting the property described on Exhibit A;
 - iv. Right of way sufficient to accommodate a widening of the 6700 Road bridge and associated abutment wingwalls to minor arterial standards where crossing over Cedar Creek and abutting the property described in Exhibit A;
 - v. Public utility easements 15 feet in width immediately alongside all right of way dedications;

Where not currently finalized, right of way alignments shall be determined at a later date either as part of a standalone City capital project or concurrent with development by the Declarant.
 - D. As part of any significant development of the property described on Exhibit A, Declarant shall design and construct the following:
 - i. Evans Street to residential street standards with a total right of way width of 50 feet.

- ii. The easterly half of 6675 Road lying north of Cedar Creek a 50 feet in width and in line with the road template and right of way immediately to the north within the Iron Horse Subdivision.
 - iii. All such street construction shall include curb, gutter, and sidewalk, and related improvements.
 - iv. A 6-foot wide soft-surface recreation trail along Cedar Creek in a safe and stable location approved by the City, outside of any jurisdictional wetlands, ordinary high water level, or steep slopes. The soft-surface recreation trail shall be maintained by an owner's association while being for the benefit of the public as described in Item E below. .
- E. Any subdivision or development on the property shall provide a minimum of 8% of the property described on Exhibit A, or such greater area as may be required by City Subdivision and Development Regulations, developed as trails, parks and playgrounds at the Declarant's expense, or payment in lieu of all or part thereof, as determined by the City. The Cedar Creek corridor lying between the boundary of the above referenced recreation path, and a line on the opposite side of the creek, 10 feet beyond all of the following—ordinary high water mark, jurisdictional wetlands and top of stable banks, shall be developed as open space and parks. The Cedar Creek corridor shall be owned and maintained by an owner's association and shall be open to the public for recreational use. Such area shall count toward the foregoing park and playground requirements. All rear yard fences of subdivision lots adjacent to the corridor will be limited to a maximum height of 4 feet.
- F. In the event that the Colorado Department of Transportation (CDOT) shall require a traffic study or an access permit for any Highway 50 intersection including 6700 road intersection because of development of the property described on Exhibit A, Declarant shall as part of any development produce an adequate study and prepare, subject to City review and approval, an application for such access permit.
5. Declarant understands and agrees that the City cannot contract away its police power and that nothing contained herein may be construed to foreclose the City from applying additional requirements of its Subdivision Regulations and other ordinances and regulations, as in effect from time to time, in accordance with their terms, including dedication of additional property when required.

EXECUTED the day above first written.

CITY OF MONTROSE, COLORADO

DECLARANT

J. David Reed, Mayor

Christopher Koch

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____

Witness my hand and official seal.

My commission expires _____

Notary

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

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

Witness my hand and official seal.

My commission expires _____

Notary

Exhibit A

NATIONS ADDITION TO THE CITY OF MONTROSE

**SE1/4 NE1/4, Section 26, Township 49 North, Range 9 West, New Mexico Principal
Meridian, less road dedication recorded at Reception No. 858263, County of Montrose,
State of Colorado.**

CONTRACT AWARD RECOMMENDATION

TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Director
DATE: July 15, 2024
RE: 2024 Landfill Agreement
CC: William Bell, Ann Morgenthaler, Shani Wittenberg



Action

Consider the award of a contract with Bruin Waste Management for Landfill services.

Background

Over the last several years, the City's Trash and Recycle Division has collected and hauled the solid waste of City residents to the landfill located northeast of the City that is operated by Waste Management. The City's existing agreement with Waste Management is due to expire in July of 2024 and to renew this agreement the City has issued an RFP and publicly opened bids on July 3rd, 2024. There were 2 qualified bids received as detailed below.

Bidder	Location	Total Tipping Fee (\$/Ton)
Waste Management	Montrose, CO	\$66.62
Bruin Waste	Montrose, CO	\$64.50

Bruin Waste offers a lower tipping fee and also a benefit to the City in the haul distance to where the City trucks would unload the municipal waste. Bruin Waste operates a transfer station on North Townsend Ave in Montrose. The travel distance to this station is significantly closer to the trash routes which will help to reduce the wear and tear on the trash trucks and also reduce the time required to complete a route.

Contract Administration and Project Financials

The Trash and Recycle Division budgeted \$820,000.00 in disposal fees in 2024. Disposal fees include tipping fees for solid waste and for recyclable materials. The bid price of \$64.50/ton for trash is within the estimated tipping fee rates that were anticipated when developing the 2024 and 2025 budgets so this rate will not likely cause the City's overall disposal fees to exceed the budgeted amount of \$820,000.00.



CITY OF MONTROSE
POLICE DEPARTMENT

434 South First Street
Montrose, Colorado 81401
970-252-5200 Phone
970-252-5216 Fax

July 3, 2024

TO: J. David Reed, Mayor
Dave Frank, Mayor Pro Tem
Doug Gaspell, Councilmember
Ed Ulibarri, Councilmember
Judy Ann Files, Councilmember

FROM: Blaine Hall, Chief of Police

SUBJECT: **Activities of the Montrose Police Department for the 2nd quarter of 2023 vs. 2024.**

STATISTICAL RECAPITULATION:		April-June	April-June	%
1	REPORTED CRIME	2023	2024	CHANGE
	Homicide	0	0	0%
	Robbery	2	4	100%
	Assaults	58	60	3%
	Assault on a Peace Officer	1	3	200%
	Sexual Assaults	34	21	-38%
	Burglary (Residence)	5	9	80%
	Burglary (Commerce)	6	5	-17%
	Theft (All)	185	173	-6%
	Motor Vehicle Theft	19	11	-42%
	Criminal Mischief	60	64	7%
	Domestic Violence	53	41	-23%
	Public Peace (Harassment, Disorderly, etc.)	266	272	2%
2	Total Felony Crimes	90	93	3%
	Total Misdemeanor Crimes	476	422	-11%
3	Total Incidents	8375	8439	1%
	CAD Log Volume	76780	75224	-2%
4	Traffic Accidents	208	219	5%
	D.U.I (Accidents)	1	4	300%
	D.U.I. (Ofc. Obs.)	12	22	83%
	Traffic Citations	289	194	-33%
	Traffic Contacts	583	633	9%
	Traffic Fatalities	1	0	-100%
5	ARRESTS			
	Felony Adult	41	48	17%
	Juvenile	0	6	600%
	Misdemeanor Adult	180	166	-8%
	Juvenile	38	40	5%
	Drug Arrests (exc. Marijuana)	51	57	12%
6	Weapon Involved (Non-Firearm)	8	10	25%
	Firearm Involved	5	9	80%
	Officer Use of Force	17	15	-12%
7	Mental Health Holds/Contacts	62	71	15%
	Co-Responder Referrals	269	224	-17%
	Co-Responder Responses	269	224	-17%

Activity of the Montrose Animal Shelter for the 2nd quarter of 2023 vs. 2024.

2023	2024		2023	2024		2023	2024	
152	134	Adopted Animals	295	211	Strays	73	79	Welfare
117	104	Returned to Owner	66	50	Problems	23	27	County
12	47	Transfers	64	68	Noise	55	54	Relinquishment
2	3	Euthanized Dogs	19	13	Vicious	28	14	Dead on Arrival
7	4	Euthanized Cats	31	25	Bites	17	11	Wildlife
1	0	Euthanized Other	8	19	Traps	5	2	Agency Assist
						8	16	PR

Activity of Code Enforcement for the 2nd quarter of 2023 vs. 2024.

2023	2024		2023	2024		2023	2024	
5		Abated	17		Junk	26		RV Parking
31		Certified & Warning Letters	46		Junk Vehicle	0		Snow Removal
2		Fence Issue	16		Litter	1		Summons Written
452		Incident Reports	113		Number of Signs	142		Weeds
2		Illegal Business	0		Nuisance			
48		Illegal Parking						

NOTE: Due to the absence of a code enforcement officer, 2024 stats are unavailable at this time.

Respectfully submitted,

Blaine Hall
Chief of Police

William E. Bell
City Manager

jb070324

Approved:



CITY OF MONTROSE
POLICE DEPARTMENT
 434 South First Street
 Montrose, Colorado 81401
 970-252-5200 Phone
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July 3, 2024

TO: J. David Reed, Mayor
 Dave Frank, Mayor Pro Tem
 Doug Gaspell, Councilmember
 Ed Ulibarri, Councilmember
 Judy Ann Files, Councilmember

FROM: Blaine Hall, Chief of Police

SUBJECT: **Activities of the Montrose Police Department through the 2nd quarter of 2023 vs. 2024.**

STATISTICAL RECAPITULATION:		January-June	January-June	%
1	REPORTED CRIME	2023	2024	CHANGE
	Homicide	1	0	-100%
	Robbery	3	4	33%
	Assaults	107	114	7%
	Assault on a Peace Officer	3	8	167%
	Sexual Assaults	59	34	-42%
	Burglary (Residence)	10	15	50%
	Burglary (Commerce)	9	8	-11%
	Theft (All)	348	376	8%
	Motor Vehicle Theft	30	21	-30%
	Criminal Mischief	112	130	16%
	Domestic Violence	95	102	7%
	Public Peace (Harassment, Disorderly, etc.)	486	530	9%
2	Total Felony Crimes	162	190	17%
	Total Misdemeanor Crimes	913	965	6%
3	Total Incidents	16061	15528	-3%
	CAD Log Volume	153267	150001	-2%
4	Traffic Accidents	457	470	3%
	D.U.I (Accidents)	3	8	167%
	D.U.I. (Ofc. Obs.)	36	45	25%
	Traffic Citations	522	408	-22%
	Traffic Contacts	1457	1291	-11%
	Traffic Fatalities	1	1	0%
5	ARRESTS			
	Felony Adult	79	91	15%
	Juvenile	2	9	350%
	Misdemeanor Adult	399	387	-3%
	Juvenile	100	105	5%
	Drug Arrests (exc. Marijuana)	128	114	-11%
6	Weapon Involved (Non-Firearm)	21	21	0%
	Firearm Involved	18	19	6%
	Officer Use of Force	33	38	15%
7	Mental Health Holds/Contacts	125	139	11%
	Co-Responder Referrals	333	391	17%
	Co-Responder Responses	333	391	17%

Respectfully submitted,

Blaine Hall
 Chief of Police

William E. Bell
 City Manager

jb070324

Approved: