



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, August 20, 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 by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

The “Call for Public Comment” agenda item is a time when 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 August 6, 2024, regular City Council meeting and the August 12, 2024, special City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

Action: Consider making a motion to approve the minutes of the August 6, 2024, regular City Council meeting and the August 12, 2024, special City Council meeting as presented.

7) NEW TAVERN LIQUOR LICENSE APPLICATION (15 minutes)

City Council consideration of an application for a new Tavern liquor license at 39 W. Main Street for Black Peregrine Food & Beverage Services, LLC, doing business as The Association, for consumption on the licensed premises. *Staff: City Attorney Chris Dowsey*

Action: Hold a hearing. Consider making a motion to approve a new Tavern liquor license at 39 W. Main Street for Black Peregrine Food & Beverage Services, LLC, doing business as The Association, for consumption on the licensed premises.

8) BLACK CANYON BOYS & GIRLS CLUB PROGRAMMATIC CLOSEOUT HEARING (10 minutes)

A public hearing will be held in accordance with the requirements of the Community Development Block Grant program for project #20-508 Rehabilitation of the Black Canyon Boys and Girls Club. *Staff: Community Development Specialist Christopher Ottinger*

Action: Hold a hearing.

9) RESOLUTION 2024-14

City Council consideration of Resolution 2024-14, a Resolution of the City of Montrose, Colorado, submitting to a vote of qualified electors of the City at the coordinated election held on November 5, 2024 a ballot issue concerning the increase of the hotel room tax from .9% to 6%. *Staff: City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to adopt Resolution 2024-14 as presented.



10) MONTROSE COUNTY ELECTIONS INTERGOVERNMENTAL AGREEMENT (10 minutes)

City Council consideration of a Montrose County Elections Intergovernmental Agreement between the Montrose County Clerk and Recorder and the City of Montrose for the placement of a lodging tax ballot issue on the November 5, 2024, General Election ballot. *Staff: City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to approve a Montrose County Elections Intergovernmental Agreement between the Montrose County Clerk and Recorder and the City of Montrose as presented.

11) ORDINANCE 2670 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2670 on first reading, an Ordinance of the City of Montrose, Colorado, updating Title 6 Chapter 1, of the Official Code of the City of Montrose Colorado: repealing and replacing Title 6 Chapter 1 Section 10 (6-1-10), regarding unauthorized camping; repealing and replacing Title 6 Chapter 1 Section 12 (6-1-12) regarding sleeping on sidewalks, streets, curbs, parking spaces, alleys, public right of way or within doorways prohibited; and amending Title 9 Chapter 10 Section 1 (9-10-1), regarding park hours. *Staff: Assistant City Attorney Matt Magliaro*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2670 on first reading as presented.

12) ORDINANCE 2666 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2666 on second reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Public Works Shop Addition. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2666 on second reading as presented.

13) ORDINANCE 2667 - SECOND READING (5 minutes)

City Council consideration of Ordinance 2667 on second reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Public Works Shop Addition as a "P", Public District. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2667 on second reading as presented.



14) ORDINANCE 2668 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2668 on second reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Rio Grande Right of Way Addition. *Staff: Planner II William Reis*

Action: Hold a hearing. Consider making a motion to adopt Ordinance 2668 on second reading as presented.

15) ORDINANCE 2669 - SECOND READING (5 minutes)

City Council consideration of Ordinance 2669 on second reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Rio Grande Right of Way Addition as a "P", Public District. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Ordinance 2669 on second reading as presented.

16) 6600 ROAD WATER SERVICE AREA MODIFICATION AGREEMENT (15 minutes)

City Council consideration of a water service area modification agreement with Tri-County Water Conservancy District to modify boundaries in the vicinity of 6600 Road between Locust and Draft Horse Roads. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to enter into a water service area modification agreement with Tri-County Water Conservancy District to modify boundaries in the vicinity of 6600 Road between Locust and Draft Horse Roads as presented.

17) LES SCHWAB TIRE CENTER DEVELOPMENT AGREEMENT (10 minutes)

City Council consideration of a development agreement with SFP-E, LLC to facilitate the extension of water and sewer infrastructure to Montrose Drive and the development of a new Les Schwab Tire Center. *Staff: City Manager William Bell and City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to enter into a development agreement with SFP-E, LLC as presented.

18) MONTROSE DRIVE WATERLINE INTERCONNECT CONSTRUCTION CONTRACT (10 minutes)

City Council consideration of a contract award to Ridgway Valley Enterprises in the amount of \$334,037.00 for completion of the Montrose Drive Waterline Interconnect construction project. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to award a construction contract to Ridgway Valley Enterprises in the amount of \$334,037.00 for completion of the Montrose Drive Waterline Interconnect Project as presented.

19) POLICE DEPARTMENT EQUIPMENT PURCHASE (10 minutes)

City Council consideration of the purchase of a Taser 10 Certification Bundles from Axon Enterprise Inc. for the total purchase price of \$59,147.40. *Staff: Police Chief Blaine Hall*

Action: Accept public comment. Consider making a motion to approve the purchase of Taser 10 Certification Bundles from Axon Enterprise Inc. for the total purchase price of \$59,147.40 as presented.

20) STAFF REPORTS

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

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

21) CITY COUNCIL COMMENTS22) MOTION TO ADJOURN



MONTROSE CITY COUNCIL

August 6, 2024

A regular meeting of the Montrose City Council was held on Tuesday, August 6, 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, Bill Bell, Chris Dowsey, Greg Story, Briceida Ortega, Jace Hochwalt, Chris Ottinger, Scott Murphy

GUESTS

John Brown, Brent Fletcher, Wendy Fletcher, Chris Trosper, Phil Freismuth, Melanie Freismuth, Miguel Lopez, Rick Bleier, Alejandro Salazar, Ron Smith

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

YOU MAKE A DIFFERENCE AWARD PRESENTATION

Mayor J. David Reed presented a You Make a Difference Award to Chasity DeJulio.

CALL FOR PUBLIC COMMENT

John Brown and Leah Vandersluis spoke in favor of a non-sanctuary city declaration.

Ron Smith spoke against the lodging tax ballot question.

Alejandro Salazar thanked City Council for working with Unify Montrose. Mr. Salazar also commended Michelle Wingfield for a great job.

Rick Bleier thanked City Council for supporting Unify Montrose.

Brent Fletcher spoke against the dog ownership limits within the City of Montrose.

APPROVAL OF MINUTES

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

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve the minutes of the July 16, 2024, regular City Council meeting as presented. 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 1341 Mayfly Drive, Suite G-109, for Horsefly Brewing Company LLC, doing business as Toasty All Day Eatery, 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 no issues that would prevent the issuance of the license. Mr. Dowsey reviewed the results of the petition process and reported that 129 signatures were submitted. Of these, 14 were deemed insufficient—13 were from individuals outside the city limits, and 1 lacked an age indication. Ultimately, 115 signatures were in favor of the license.

Applicants Phil Freismuth and Melanie Freismuth stated that they hold 4 current liquor licenses. Mr. Freismuth reviewed the plan for the business said that all staff will be signing up for the upcoming alcohol server training offered by the City of Montrose.

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 Judy Ann Files, to approve a new Hotel and Restaurant liquor license at 1341 Mayfly Drive, Suite G-109, for Horsefly Brewing Company LLC, doing business as Toasty All Day Eatery, for consumption on the licensed premises. All voted yes. Motion passed.

RESOLUTION 2024-11

City Council considered Resolution 2024-11 authorizing assignment to the Colorado Housing and Finance Authority of a private activity bond allocation of the City of Montrose pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

Community Development Specialist Christopher Ottinger reviewed the resolution allocating the 2024 private activity volume capacity to the Colorado Housing and Finance Authority. Mr. Ottinger explained that the bonding capacity is granted to local governments to issue bonds for housing projects that use State housing tax credits and other programs. Mr. Ottinger explained that it was a bond authorization not specific monies granted to the City. The City has no desire to issue bonds due to administrative burden.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell seconded by Ed Ulibarri, to adopt Resolution 2024-11 as presented. All voted yes. Motion passed.

NATIONS ADDITION REVISED ANNEXATION AGREEMENT

City Council considered revisions to the Nations Addition Annexation Agreement.

Community Development Director Jace Hochwalt reviewed the revisions to the Nations Addition Annexation Agreement. Mr. Hochwalt also explained that the purpose of an annexation agreement is to outline the requirements for future developments specific to infrastructure requirements. Mr. Hochwalt said that the original agreement was approved in 2007, and it was modified in 2014 and again in 2018. Mr. Hochwalt mentioned that the development requirements and standards have changed, and a new comp plan has come into effect since the agreement was last modified.

Mr. Hochwalt explained that the revision aims to align with the City's development standards and practices. It includes the dedication of future rights of way to extend 6675 Road to the full width of Evans Street, widening the 6700 Road bridge, securing sufficient right of way for a potential

future roundabout at 6700 and Miami Road, right of way specifications, specific language about future recreational trails, and bank stabilization language regarding Dry Cedar Creek.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to approve the Nations Addition Revised Annexation Agreement as presented. All voted yes. Motion passed.

PUBLIC WORKS SHOP ADDITION ANNEXATION

A hearing was held on the annexation of the Public Works Shop Addition.

Community Development Director Jace Hochwalt reviewed the annexation schedule and the location of the 23.3 acres and stated that the parcel is within the City's Urban Growth Boundary and within City water and sewer service areas. The parcel is surrounded by City limits.

Mr. Hochwalt reviewed the zoning of the surrounding area and the requested zoning designation. The property would be designated P, Public District.

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

Resolution 2024-12

City Council considered Resolution 2024-12, findings of fact for the Public Works Shop Addition annexation.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Doug Glaspell, to adopt Resolution 2024-12 as presented. All voted yes. Motion passed.

Ordinance 2666

City Council considered Ordinance 2666 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Public Works Shop Addition.

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 2666 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2667 – FIRST READING

City Council considered Ordinance 2667 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Public Works Shop Addition as a "P", Public 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 Dave Frank, seconded by Doug Glaspell, to pass Ordinance 2667 on first reading as presented. All voted yes. Motion passed.

RIO GRANDE RIGHT OF WAY ADDITION ANNEXATION

A hearing was held on the annexation of the Rio Grande Right of Way Addition.

Community Development Director Jace Hochwalt reviewed the annexation schedule and the location of approximately 1.14 acres and stated that the parcel is within the City's Urban Growth Boundary and within City water and sewer service areas. The parcel is surrounded by City limits.

Mr. Hochwalt reviewed the zoning of the surrounding area and the requested zoning designation. The property would be designated P, Public District.

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

Resolution 2024-13

City Council considered Resolution 2024-12, findings of fact for the Rio Grande Right of Way Addition annexation.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Ed Ulibarri, to adopt Resolution 2024-13 as presented. All voted yes. Motion passed.

Ordinance 2668

City Council considered Ordinance 2666 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Rio Grande Right of Way Addition.

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 2668 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2669 – FIRST READING

City Council considered Ordinance 2667 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Rio Grande Right of Way Addition as a "P", Public 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 Dave Frank, seconded by Doug Glaspell, to pass Ordinance 2669 on first reading as presented. All voted yes. Motion passed.

CEDAR CREEK CEMETERY BRIDGE REPLACEMENT CONSTRUCTION CONTRACT

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

City Engineer Scott Murphy reviewed the construction contract for replacing the Cedar Creek Cemetery Bridge. The bridge has suffered structural failure, including deformation and the formation of a sinkhole at the crossing, leading to its closure for vehicles, though it remains open to pedestrians. Mr. Murphy noted that during the bridge replacement, the work area will be closed to both pedestrian and vehicular traffic.

Mr. Murphy outlined that a 20% contingency was necessary due to risks related to foundation and headwall conditions. The City budgeted \$200K for 2024 and \$150K for 2025 to cover any remaining costs, with the contract's maximum expenditure set at \$241K.

Public comment was accepted. No comments were received.

A motion was made by Judy Ann Files, seconded by Ed Ulibarri, to award a contract to K&D Construction in the amount of \$241,302.90 for replacement of the Cedar Creek Cemetery Bridge as presented. All voted yes. Motion passed.

2024 LANDFILL CONTRACT AWARD RECOMMENDATION

City Council considered the award of a contract with Bruin Waste Management for landfill services.

City Engineer Scott Murphy spoke on behalf of Public Works Director Jim Scheid. Mr. Murphy reviewed the contract award with Bruin Waste Management for Landfill services. Mr. Murphy said that 2 qualified bids were received, with Bruin Waste Management having the lowest total tipping fee. Bruin Waste operates a transfer station on North Townsend Ave which will help reduce the wear and tear on the trash trucks and reduce the time required to complete a route.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Judy Ann Files, to award a contract to Bruin Waste Management for landfill services as presented. Ed Ulibarri voted no. All others voted yes. Motion passed.

BALLOT QUESTION FOR NOVEMBER 2024 COORDINATED ELECTION

City Council considered the ratification of a decision to give notice to the Montrose County Clerk regarding the addition of a question on the November 5, 2024, Coordinated Election ballot related to an increase to the hotel room tax rate.

City Attorney Chris Dowsey explained that Montrose County requires a 100-day notice before adding a ballot question. This notice was presented to the City Council at a work session the day before, leaving them with less than 24 hours' notice to include it as an agenda item. However, there is an exemption for this item. Mr. Dowsey mentioned that City Council needed to ratify the previous decision to notify Montrose County about adding a question on the November 5, 2024, election regarding the hotel room tax rate.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to ratify the decision to give notice to the Montrose County Clerk regarding the addition of a question on the November 5, 2024, Coordinated Election ballot as presented. All voted yes. Motion passed.

STAFF REPORTS

No staff reports.

CITY COUNCIL COMMENTS

Ed Ulibarri explained that he had safety concerns regarding the 2024 Landfill Contract Award to Bruin Waste Management which is the reason why he didn't support it.

Mayor J. David Reed commended Chief Hall and his staff for putting on a great event that evening.

ADJOURNMENT

At 7:12 p.m., a motion was made by Dave Frank to adjourn the meeting with no further action taken.

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk



MONTROSE CITY COUNCIL

August 12, 2024

A special meeting of the Montrose City Council was held on Monday, August 12, 2024, at 10:00 a.m., in the City Council Chambers of the Elks Civic Building at 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT

J. David Reed, Dave Frank, Judy Ann Files, Doug Glaspell, Ed Ulibarri, Ann Morgenthaller, Chris Dowsey, Anthony Russo, Lisa DelPiccolo

GUESTS

Ryan Eakes, Jay Raible, John Renfrow

CALL TO ORDER

Mayor Pro Tem J. David Reed called the special meeting to order at 10:06 a.m.

EXECUTIVE SESSION

At 10:06 a.m., a motion was made by Dave Frank, seconded by Doug Glaspell, to enter into an executive session for a conference with the City Attorney to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a); and the following additional details are provided for identification purposes: discussion of the contract for the sale of Historic City Hall. All voted yes. Motion passed.

RECONVENEMENT

The special meeting reconvened at 11:01 a.m.

Mayor J. David Reed summarized the executive session stating that the purchase and sale contract for the historic City Hall building was discussed with the City of Montrose as the seller, and Rathbone Enterprises as the purchaser. Mayor Reed said a proposal was brought forward for Rathbone Enterprises to assign its interest in the contract as buyer to Typhoon Properties, Inc.

Terms were discussed as well as a request to extend the due diligence for 30 days from today with a closing date in 60 days. The CMU hospitality program component would remain.

A motion was made by Dave Frank, seconded by Doug Glaspell, to allow the assignment of the contract from Rathbone Enterprises to Typhoon Properties, Inc., to allow the extension of the due diligence period for 30 days starting today, and to set a closing date 60 days from today with the allowance of an earlier closing date if all parties agree. All voted yes. Motion passed.

A motion was made by Dave Frank, seconded by Doug Glaspell, to allow City Attorney Chris Dowsey, or a designated representative, the authority to continue to negotiate the reassignment and terms of the contract in compliance with today's discussion and to allow the City Attorney to sign the contract and associated documents. All voted yes. Motion passed.

Jay Raible and Clay Bales were acknowledged for their efforts in opening the Rathbone Hotel and for their assistance in this transaction.

ADJOURNMENT

At 11:10 a.m. a motion was made by Dave Frank to adjourn the meeting with no further action taken.

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☒ Paid by check ☐ Paid online

Uploaded to Date
 Moved on

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
Black Peregrine Food & Beverage Services, LLC FEIN Number **99-2949176**

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
The Association **96314246**

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
39 W. Main St

City Montrose	County Montrose	State CO	ZIP Code 81401
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4. Mailing Address (Number and Street) 2682 Stellar Ct	City or Town Montrose	State CO	ZIP Code 81401
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5. Email Address
blackperegrinellc@gmail.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
Application Fee for New License.....\$1,100.00 ☒ Application Fee for New License w/Concurrent Review.....\$1,200.00 ☐ Application Fee for Transfer.....\$1,100.00	☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$30.00 ☐ Manager Registration - Tavern\$30.00 ☐ Manager Registration - Lodging & Entertainment.....\$30.00 ☐ Manager Registration - Campus Liquor Complex\$30.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County)\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County).....\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State).....\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County).....\$500.00 ☐ Retail Liquor Store License-Additional (City).....\$227.50 ☐ Retail Liquor Store License-Additional (County)\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County)\$312.50 ☒ Tavern License (City).....\$500.00 ☐ Tavern License (County)\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County).....\$750.00
Section B Liquor License Fees*	
☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area.....\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☐ Beer and Wine License (City).....\$351.25 ☐ Beer and Wine License (County).....\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County).....\$750.00 ☐ Campus Liquor Complex (City).....\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State).....\$500.00 ☐ Club License (City).....\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City).....\$750.00 ☐ Distillery Pub License (County)\$750.00 ☐ Hotel and Restaurant License (City)\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City)\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50	

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name	Type of License	Account Number																				
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒																						
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ If you answered yes to 8a, b or c, explain in detail on a separate sheet.																						
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒																						
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☒ Other: _____																						
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒																						
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒																						
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐ b. Are you a Colorado resident? ☐ ☐																						
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒																						
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☒ ☒ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width:100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width:40%;">Landlord</td> <td style="width:40%;">Tenant</td> <td style="width:20%;">Expires</td> </tr> <tr> <td>High Oasis, LLC</td> <td>Black Peregrine Food & Beverage Services, LLC</td> <td>7/1/2029</td> </tr> </table> b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒ c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".			Landlord	Tenant	Expires	High Oasis, LLC	Black Peregrine Food & Beverage Services, LLC	7/1/2029														
Landlord	Tenant	Expires																				
High Oasis, LLC	Black Peregrine Food & Beverage Services, LLC	7/1/2029																				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Last Name</td> <td style="width:33%;">First Name</td> <td style="width:10%;">Date of Birth</td> <td style="width:10%;">FEIN or SSN</td> <td style="width:14%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Last Name</td> <td>First Name</td> <td>Date of Birth</td> <td>FEIN or SSN</td> <td>Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage						Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																		
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.																						
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐ Number of additional Optional Premise areas requested. (See license fee chart) _____																						
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.																						

Name	Type of License	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐ If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes No ☐ ☐		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		☐ ☐		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				
☐ ☐				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education?				
		☐ ☐		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		☐ ☐		
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <i>Fishering</i>	First Name of Manager <i>Sarah</i>			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes No ☐ ☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		☐ ☐		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information:				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes No ☐ ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Sarah Fishering	Home Address, City & State [REDACTED] Montrose CO	DOB [REDACTED]	Position Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Sarah Fishering, Owner	Date 7/1/24
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority July 12, 2024	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 20, 2024	
For Transfer Applications Only - Is the license being transferred valid? Yes No ☐ ☐		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes No ☐ ☐ ☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? ☐ ☐ NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ☐ ☐		
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for		Telephone Number ☐ Town, City ☐ County
Signature	Print	Title
Signature	Print	Title
		Date



CITY OF MONTROSE

OFFICE OF THE CITY CLERK



Lisa DelPiccolo, MMC, City Clerk

Direct Dial: 970.240.1422

E-mail: ldelpiccolo@ci.montrose.co.us

August 14, 2024

Petitions were circulated in support of a Tavern liquor license at 39 W. Main Street for Black Peregrine Food & Beverage LLC, doing business as The Association.

A summary of the petitions is as follows:

- 48 Signatures were submitted
- 4 Signatures were determined to be insufficient
 - 2 outside of city limits
 - 2 failed to provide the age of the signer and failed to indicate support or opposition
- 44 Signatures were determined to be valid and in support of the license.

One comment was received in support of the license being issued:

- Montrose needs this
- Amazing community spot. Adds so much to the area. Can't wait for more!

Respectfully,

Lisa DelPiccolo, MMC
City Clerk



CITY OF MONTROSE
Community Development

MEMO

TO: Montrose City Council
FROM: Christopher Ottinger, Community Development Specialist
DATE: August 20, 2024
RE: Black Canyon Boys & Girls Club Programmatic Closeout Hearing

Purpose

The Purpose of this hearing is to gather citizen input on the completion of a federally-funded Community Development Block Grant (CDBG) project for the Black Canyon Boys & Girls Club, located at 1869 E Main St, Montrose, CO 81401.

Background

The City of Montrose, on behalf of the Black Canyon Boys & Girls Club, submitted a grant application to the Colorado Department of Local Affairs in February of 2020 to secure \$600,000 to assist with the construction of a new clubhouse. The Boys & Girls Club is a youth development program that provides care and programs for children while their parents cannot tend to them. Typically, the organization serves kids aged 6 to 18, with the majority between the ages of 6 and 12. In addition, the organization has historically seen 55 to 70% of the kids served come from low to moderate income households. Between summer and after-school programs, the organization has served an average of 450 kids in its then current facilities leased from Celebration Church at 2900 Sunnyside Rd, Montrose, CO 81401. The clubhouse was to be an 18,000 square foot facility with a variety of classrooms and recreational facilities and had been the subject of a long fundraising campaign.

Unfortunately, the timing of the construction coincided with the rise of the pandemic which delayed the project, and subsequently saw astronomical rises in pricing for new construction. After struggling with higher costs that forced significant changes to the original plan, an opportunity arose in 2022 to acquire and rehabilitate an existing building. A local movie theater owner was selling their property located at 1869 E Main St,. Seeing the potential of the new opportunity, the Boys and Girls Club decided a rehab project would be more cost effective than





new construction. With the approval of the City and Department of Local Affairs, the CDBG grant scope was then pivoted to a rehab project. In partnership with Habitat for Humanity, a land swap and purchase was arranged in September of 2022.

The Project

The Club soon began to operate out of the theater at limited capacity and work began in January 2024. As of June this year, the project has been substantially completed with only minor punch list items and some finish work to be completed in the atrium that was not part of the CDBG side of the project. Despite some tight deadlines and change orders, the Boys and Girls Club was able to operate its summer programs out of the facility with a new gymnasium and stubbed out classrooms. The organization returns to its afterschool programming as the school year ramps up and anticipates a formal grand opening ceremony by December of 2024.

Conclusion

The City has recognized the opportunity to support the community through the CDBG program. From its local non-profits in their capital projects to supporting the preservation or development of affordable housing, the City is leveraging its unique position to obtain outside money to infuse into these efforts. Recent examples include the pending acquisitions of the Sunshine Peak Apartments to preserve affordable housing, and the Volunteers of America campus expansion to better serve Montrose low-income seniors.

There is no action taken by the City Council regarding this item. It is meant to serve as a public hearing to obtain citizen input prior to the project closeout. The grant application and records are on file at City Hall, 400 E Main St, Montrose CO 81401 during regular business hours.



RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY OF MONTROSE, COLORADO SUBMITTING TO A VOTE OF QUALIFIED ELECTORS OF THE CITY AT THE COORDINATED ELECTION HELD ON NOVEMBER 5, 2024, A BALLOT ISSUE CONCERNING THE INCREASE OF THE HOTEL ROOM TAX FROM .9% TO 6%

WHEREAS, the City of Montrose, Colorado (“City”) is a municipal corporation duly organized and operating as a home rule municipality under the Charter of the City of Montrose (“Charter”) and the Constitution and laws of the State of Colorado; and

WHEREAS, Article V, Section 19 of the Charter contains limitations on the authority for the City to tax until the ordinance authorizing the same has been approved by the majority of the qualified electors of the City voting on the question, and after the effective date of such ordinance, any subsequent amendment to that ordinance need not be again approved by the qualified electors unless the amendatory ordinance imposes an increase in the rate of such tax ; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires that the City have voter approval prior to any tax rate increase; and

WHEREAS, the City, through motion of the City Council, has made the County aware of the intention to add a ballot question the state general election held on November 5, 2024, making it a coordinated election with respect to the City; and

WHEREAS, the City Council has determined that visitors to the City should assist to defray the costs of the impact of tourism on the City during their stay by increasing the hotel room tax from .9% to 6%; and

WHEREAS, the City Council has determined the funds derived from such increase in the hotel room tax shall be allocated in an appropriate manner to continue to make the City a desirable destination to visit and live.

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

Section 1:

The foregoing recitals are incorporated herein as findings of the City Council.

Section 2:

The following Ballot Issue shall be submitted to the qualified electors of the City voting in the coordinated election to be held on November 5, 2024:

SHALL CITY ORDINANCE NO. 2671 BE APPROVED WHICH SHALL HAVE THE CITY OF MONTROSE HOTEL ROOM TAX BE INCREASED BY NOT MORE THAN \$1.5 MILLION IN THE FIRST FULL YEAR BEGINNING JANUARY 1, 2025, AND BY SUCH OTHER AMOUNTS RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN EXCISE TAX ON LODGING IN THE AMOUNT OF SIX PERCENT (6%) (WHICH AUTHORIZATION REPRESENTS AN INCREASE OF 5.1% ABOVE THE .9% APPROVED BY THE CITY IN 1983) WITH THE REVENUES OF SUCH LODGING TAX TO BE UTILIZED AS FOLLOWS:

- 25% FOR RIGHT OF WAY MAINTENANCE, INCLUDING THE MAINTENANCE OF STREETS, ALLEYWAYS, CURBS, GUTTERS, AND SIDEWALKS
- 17% FOR MORE CHILDCARE SERVICES IN MONTROSE
- 33% FOR INCENTIVES TO HAVE DEVELOPERS BUILD MORE AFFORDABLE HOUSING
- 25% FOR THE TOURISM PROMOTIONAL FUND, WHICH IS USED FOR THE PURPOSE OF PROMOTING TOURISM, ADVERTISING THE COMMUNITY, ATTRACTING CONFERENCES, CONVENTIONS AND MEETINGS OR FOR OTHER PURPOSES RELATED TO ATTRACTING TOURIST AND VISITOR BUSINESS TO THE CITY, INCLUDING FUNDING FOR EVENTS FOR THE COMMUNITY

AND SHALL ALL REVENUES FROM SUCH TAXES AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION OR CONDITION, AND NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

_____ YES/FOR _____ NO/AGAINST

Section 3:

The City Clerk shall serve as the designated election officer of the City for the purpose of performing acts required or permitted by law in connection with the election on the ballot issue and shall take such action as may be required to comply with all applicable laws pertaining to the conduct of the election. The officers and employees of the City also are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 4:

For purposes of Section 1-11-203.5, C.R.S., this Resolution shall serve to set the title and content of the ballot issue set forth herein. Any petition to contest the form or content of the ballot title and content may be filed with the District Court and a copy served on the City Clerk within five days after the title of the ballot issue is set by the City Council on adoption of this Resolution.

Section 5:

If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of the ballot issue, the City shall be authorized to proceed in accordance with the ballot which has been approved.

Section 6:

If any section, paragraph, clause, or other portion of this Resolution is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Resolution.

Section 7:

This Resolution shall take effect immediately upon its passage.

ADOPTED this 20th day of August 2024, by

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk



Montrose County Elections Intergovernmental Agreement

2024 General Election ELECTION DAY: November 5, 2024

This Intergovernmental Agreement is entered into by and between the Montrose County Clerk and Recorder (hereinafter referred to as the 'Clerk') and the **City of Montrose** (hereinafter referred to as the 'Political Subdivision').

WHEREAS, Pursuant to The Uniform Election Code of 1992, (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, C.R.S. 1-7-116 specifies that the County Clerk and Recorder is to be the Coordinated Election Official for all Political Subdivisions, including school districts within the county for elections that are held on the same day in November. This Statute further requires that the Clerk conduct all such elections that are held on the same day in November on behalf of all such Political Subdivisions utilizing the mail ballot method set forth in C.R.S. 1-7.5; and

WHEREAS, the election to be held on **November 5, 2024** is to be a General Election, coordinated and conducted by the County Clerk and Recorder in accordance with the provisions of the Colorado Uniform Election Code of 1992; and

WHEREAS, the Clerk and Political Subdivision desire to set forth their respective responsibilities for said Election pursuant to this Intergovernmental Agreement (IGA).

NOW, THEREFORE, IT IS AGREED by the Clerk and the Political Subdivision as follows:

- The election participants shall be required to execute an IGA with the Montrose County Clerk which may include municipalities, school districts and special districts within the Montrose County limits in the State of Colorado.
- Pursuant to C.R.S. 1-7.5, said election shall be conducted by the Clerk as a Mail Ballot Election with the use of paper ballots, electronic voting equipment and vote counting machines.
- Tressa Guynes, the Montrose County Clerk and Recorder, shall be designated as the Coordinated Election Official.

The Political Subdivision hereby identifies their **Designated Election Official (DEO)** as:

Name: Lisa DelPiccolo Phone: 970-240-1422

Address: 400 E. Main St., P.O. Box 790, Montrose, CO 81401 Email: ldelpiccolo@cityofmontrose.org

Contact Officer for Clerk and Recorder office:

Name: Tracy Hoose, Elections Supervisor Phone: (970) 252-4590

Address: 317 South 2nd Street - Montrose, CO 81401

Email: elections@montrosecounty.net

The contact shall act under the authority of the Clerk at all times.

CLERK DUTIES (Refer to detail of dates in Exhibit A, 2024 General Election Deadline Schedule)

1. Assist and inform the Political Subdivision on any matter that would ensure the efficient preparation and conduct of the election. The Clerk shall not provide legal advice.
2. Manage all voter records and correspondence in accordance with Title 1, C.R.S., Election Rules and Policy Directives of the Colorado Secretary of State.
3. Supply, deliver and set-up all necessary items for the conduct and preparation of the election, including paper ballots, electronic voting machines and voted ballot tabulation equipment.
4. Negotiate an agreement for the printing and distribution of the official mail ballot packets.
5. Provide a copy of the ballot layout and text of the official ballot to the Designated Election Official or their designee for proofreading before authorization to begin printing of the ballots.
6. Report the number of registered electors within the Montrose County portion of the Political Subdivision. The final number of registered electors will be certified as of Election Night.
7. Appoint, instruct, oversee and schedule the judges of the election, including the Canvass Board, to assist in the election process. Provide properly trained personnel for the preparation and conduct of the election, including tabulation of the ballots on election night to certify Unofficial Results. **Official Results will not be available until after the Canvass of Election has occurred.**
8. Provide security and processing of all mail ballots. Provide for the verification of signatures from the self-affirmation on the ballot return envelope.
9. Facilitate special accommodations for all military and overseas citizens as provided by the Uniform Military and Overseas Voters Act (UOCAVA) C.R.S. 1-8.3-101 through 1-8.3-119, and Rules of the Secretary of State.
10. Provide provisional ballots to electors who qualify under C.R.S. 1-8.5-101 through 1-8.5-112. Provide a method for provisional voters to inquire if their ballot was counted, per C.R.S. 1-8.5-111.
11. Publish and post the required legal Notice of Election pursuant to C.R.S. 1-5-205 for the Political Subdivision ballot issues, questions and/or candidates.
12. Conduct Logic and Accuracy Testing, to ensure the proper scanning and correct tabulation of the ballots received by mail and in-person ballots. The Clerk will provide a test deck of 25 ballots to the Political Subdivision for this test.
13. Provide Unofficial Results of the election on election night. A link to the Unofficial Results will be posted on the County Elections website on election night. www.montrosecounty.net/elections
14. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if requested by an interested party. C.R.S. 1-10.5-101(1)(b), 1-10.5-103, 1-10.5-105 and 1-10.5-106.
15. Keep an accurate account of all election costs including but not limited to, supplies, print costs, distribution of ballots, legal notices, election judge hours and other expenses that attribute to the Clerks' administration of the election for the Political Subdivision. The cost for each Political Subdivision will be based, in part, on the number of registered voters in the Political Subdivision as of election night.
 - The Political Subdivision may, by resolution, withdraw one or more ballot issues or questions from the ballot. Provided there is only one question on the ballot related to the Political Subdivision, this would effectively cancel their portion of the election.
 - Should a cancellation occur, the Clerk shall charge the Political Subdivision for its portion of the costs incurred up to that point including, but not limited to, production, mailing costs, supplies and any other expense related to their portion of the election.
 - The cost of any required recount(s) will be charged to the Political Subdivision, or if more than one Political Subdivision is involved in the recount, the cost will be prorated among the participating Political Subdivisions. Recounts requested by interested parties shall be billed to the interested party.
16. The Clerk shall submit an invoice to the Political Subdivision for all expenses incurred under this agreement.
17. The Clerk shall preserve all election records for at least 25 months after the election. C.R.S. 1-7-802.

POLITICAL SUBDIVISION DUTIES

1. The Political Subdivision will certify that the Clerks' database of addresses for their jurisdiction within Montrose County is true and correct. The Clerk will provide the list of addresses for the Political Subdivision to compare and note any discrepancies in the address library. The Political Subdivision will communicate to the Clerk all discrepancies no later than the date set in **Exhibit A**.
2. The Political Subdivision will certify their Ballot Question(s), Ballot Issue(s) and/or Candidates, if applicable, by email (with receipt confirmed by the Clerk) in both English and Spanish content using **Notepad format**. **This certified ballot content of both English and Spanish shall be final and the Clerk will not be responsible for making any changes after the certification deadline.**
3. The Political Subdivision shall proofread and approve the email of ballot content for printing within one business day of receipt from the Clerk. The Political Subdivision shall designate a person to be available for proofing and approving the ballot content for printing. Due to limited printing availability and time constraints, this contact person must be available from 8:00 a.m. to 10:00 p.m. according to **Exhibit A** or until final approval for printing of the ballots has been achieved. The Clerk agrees to keep all contact personnel up to date on the ballot printing status.

The Political Subdivision hereby identifies their **Proofing Official** as:

Name: Lisa DelPiccolo, City Clerk

Phone: 970-240-1422

Email: ldelpiccolo@cityofmontrose.org

Fax #: 970-240-1493

The Proofing Official will be required to provide a written signal of approval for the final ballot content by signing the ballot where noted and returning it to the Clerk.

4. The Political Subdivision will publish, post and copy the Clerk on any required legal notices for the Political Subdivision's ballot content, other than the Notice of Election which the Clerk is required to publish, per C.R.S. 1-5-205.
5. The Political Subdivision shall be solely responsible for determining whether a ballot question, issue or candidate is properly placed before the voters.
6. The Political Subdivision will participate in the Logic and Accuracy Test (LAT) to include: secure your test deck from the Clerk's office, mark and tally the test deck, vote on the electronic voting machines, observe the scanning and tabulation of the ballots and listen to the audio portion.

The Political Subdivision hereby identifies the **Logic and Accuracy Tester** as:

Name: Lisa DelPiccolo, City Clerk

Phone: 970-240-1422

Email: ldelpiccolo@cityofmontrose.org

If the Political Subdivision forgoes participation in the LAT and testing of the ballots, they are required to sign a letter stating that they choose not to participate.

7. In the event that the Political Subdivision determines not to participate in the election, written notice shall be provided to the Clerk immediately. The Clerk will send an invoice for any costs incurred prior to the Political Subdivision withdrawing from the election which should be paid upon receipt. The Political Subdivision shall provide public notice, by publication, that their election is cancelled. A copy of the public notice shall be posted in the office of the Clerk (for each county the Political Subdivision resides), in the office of the Designated Election Official and, in the case of a special district, the office of the Division of Local Government. The Political Subdivision may not cancel the election after the twenty-fifth day prior to the election, C.R.S. 1-5-208(2).
8. The Political Subdivision shall be responsible for a prorated share of all costs and expenses related to the Election, including, but not limited to: payroll of election judges, staff overtime, legal notices, TABOR Notice(s), ballot production and mailing, office supplies and all other election expenses related to conducting the election as described in the Clerk Duties listed above. The Political Subdivision shall remit payment directly to the Montrose County Clerk and Recorder within 30 days of receiving the invoice for its share of such costs and expenses.

9. In the case of emergency, if it is determined that counting and tabulation must be moved to an established back up location, all prorated costs of such move shall be paid by the Political Subdivision.
10. The Political Subdivision will comply with the provisions of the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), and the timeline attached hereto, as **Exhibit A** (Election Deadline Schedule) as these relate to said election.
11. The Political Subdivision shall defend and resolve at its sole expense, all challenges related to the ballot question(s), ballot issue(s) and/or candidate(s) as certified to the Clerk for inclusion on said ballot.
12. The Political Subdivision may locate the Unofficial Election Results by:
 - Coming in person to the Montrose County Clerk & Recorder Building
 - Viewing online at www.montrosecounty.net/elections (unofficial results will be updated three times on election night)
13. Upon execution of this IGA, the Political Subdivision certifies that they have sufficient funds available in the approved budget to pay for the prorated expenses related for this election.

TABOR (Taxpayer Bill of Rights) NOTICE AGREEMENT

CLERK DUTIES

1. The Clerk shall prepare a TABOR Notice in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent rules, incorporating the information provided by each Political Subdivision that is required to participate in the TABOR Notice. The Clerk will compile the TABOR Notice(s) and submit a proof by email to the Political Subdivision.
2. The Clerk shall provide their local election office address and telephone number in the TABOR Notice and be available during the Clerk's regular office hours. The Clerk shall respond to all correspondence and/or calls that the Clerk receives relating to election procedures, but shall refer inquiries concerning the substance of the ballot issues, questions or operations of the Political Subdivision to the Designated Election Official.
3. Pursuant to Colorado Constitution, Article X, Section 20 (3)(b), the Clerk will mail one TABOR Notice to each Montrose County household with at least one active elector of the Political Subdivision. The Clerk shall determine the method of least cost for mailing the TABOR Notice and address the Notice to "All Registered Voters".
4. The Clerk will include the expenses of preparing, printing, labeling and mailing of the TABOR Notice on the invoice for the Political Subdivision. The expenses shall be prorated among all Political Subdivisions participating in the TABOR Notice. This amount will be identified as TABOR Notice and based, in part, upon the number of households with a registered voter, within each Political Subdivision, and be divided accordingly between the Political Subdivisions that are required to issue a TABOR Notice for this election.

POLITICAL SUBDIVISION DUTIES

1. If a TABOR Notice is required for the Political Subdivision, they shall be solely responsible for the preparation, accuracy and language contained in the Notice and shall submit the Notice to the Clerk with pro and con summaries and fiscal information, per C.R.S. 1-7-904. Such Notice shall be provided to the Clerk via email in MS Word (.docx) format.
2. The Political Subdivision shall assign a TABOR contact person for the TABOR Notice. This person will be required to perform duties related to the Notice including the obligation to receive and summarize written comments for and against proposals subject to Article X, Section 20 of the Colorado Constitution. The Clerk shall have no duty or obligation to receive or summarize such comments. The contact person will be available for proofreading the TABOR Notice content and approving it for print. Due to limited printing availability and time constraints, this person must be someone who is available pursuant to Exhibit A (2023 Coordinated Election Deadline Schedule). The Clerk agrees to keep contact personnel informed of the TABOR Notice printing status and estimated time of mailing one Notice to each household with at least one active registered voter.

The Political Subdivision hereby identifies the **TABOR Notice Contact** as:

Name: Lisa DelPiccolo, City Clerk

Phone: 970-240-1422

Email: ldelpiccolo@cityofmontrose.org

The TABOR Notice contact will be required to provide a written signal of approval for the final TABOR Notice content by signing the final proof where noted and returning it to the Clerk.

ADDITIONAL AGREEMENTS

1. Pursuant to C.R.S. 1-10-202, the Canvass Board for a non-partisan election will be comprised of one appointee from each major party and the Clerk and Recorder. The members of the Canvass Board will be appointed by the County Clerk.
2. In the event a court of competent jurisdiction finds the election for the Political Subdivision was void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this agreement, or laws applicable to the election, the Political Subdivision shall be entitled to recover expenses or losses caused by such breach or failure, up to the maximum amount paid by the Political Subdivision to the Clerk under this agreement. The Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Political Subdivision under this agreement.
3. Unless otherwise agreed in writing, this IGA and the interpretation thereof shall be governed by the laws of the State of Colorado.
4. Should any provision of this agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this agreement be of full force and effect.
5. No portion of this agreement shall be deemed to create a cause of action with respect to anyone not a party to this agreement, nor is this agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this agreement.
6. Notices to be provided under this agreement shall be given in writing either by hand delivery, email or deposit in the United States mail, certified mail, return receipt requested, with sufficient postage to the following persons:

Political Subdivision **Designated Election Official:**

Name: Lisa DelPiccolo Phone: 970-240-1422

Address: 400 E. Main St., P.O. Box 790, Montrose, CO 81401 Email: ldelpiccolo@cityofmontrose.org

Montrose County Clerk and Recorder, **Contact Officer:**

Name: Tracy Hoose, Elections Supervisor Phone: (970) 252-4590

Address: 317 South 2nd Street - Montrose, CO 81401 Email: elections@montrosecounty.net

7. Time is of the essence under this IGA. The statutory timeframes or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this agreement.
8. This IGA may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

Tressa Guynes, Coordinated Election Official
Montrose County Clerk & Recorder

Date: _____

J. David Reed, Mayor
City of Montrose

Date: _____

-----END OF AGREEMENT-----

Exhibit A: 2024 General Election Deadline Schedule**Election Day: November 5, 2024**

Due Date	Activity	Clerk	Political Sub	Citations & Comments
7/26/2024	Last day for Political Subdivision to notify Clerk in writing declaring it has taken formal action to participate in the 2024 General Election (100 days before the General Election)		X	C.R.S. §1-7-116(5) C.R.S. §1-1-106(4)
8/27/2024	Deadline to sign and submit final IGA (Intergovernmental Agreement) to the Clerk (No later than 70 days before the General Election)	X	X	C.R.S. §1-7-116(2)
8/27/2024	Last day to certify the jurisdiction addresses to the Clerk (recommended 70 days before the election)		X	
9/2/2024	Labor Day - County Clerk Offices are CLOSED	X		
9/6/2024	Last day for the DEO to certify the ballot order and content (60 days before the General Election)		X	C.R.S. §1-5-203(3)(a)
9/9/2024 - 9/13/2024	Proofing Official for the Political Subdivision should be available until final approval to print ballots has been established		X	

Exhibit A: 2024 General Election Deadline Schedule

Election Day: November 5, 2024

9/9/2024 - 9/13/2024	Ballot creation week; appoint LAT (Logic and Accuracy Test) Board	X		
9/20/2024	Last day for public to submit pro/con comments with the DEO to be included in the Ballot Issue Notice (By noon the Friday before the 45th day before the General Election)		X	Art.X, Sect. 20 (3)(b)(v) C.R.S. §1-7-901(4)
9/21/2024	UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) Last day to transmit ballots and ballot materials to overseas/military voters (No later than 45 days before the General Election)	X		C.R.S. §1-8.3-110(1) Rule 16
9/23/2024	DEO to deliver the full text of any required Ballot Issue Notice to the Clerk no later than 4:30 p.m. (No later than 43 days before the General Election)		X	C.R.S. §1-7-904
9/24/2022 - 9/27/2024	TABOR (Taxpayer Bill of Rights, Article X, Section 20 of the Colorado Constitution) DEO Contact person should remain available until final print of TABOR is established		X	
9/25/2024	Post LAT Notice	X		
9/26/2024	Last day for DEO to order list of property owners from Assessor's Office (No later than the 40th day before the General Election)		X	C.R.S. §1-5-304(1), (2)

Exhibit A: 2024 General Election Deadline Schedule

Election Day: November 5, 2024

9/30/2024	Pick-up LAT packet between 3:30 p.m. and 4:30 p.m. (or sign form forgoing participation in LAT)		X	
10/3/2024	LAT 10:00 a.m. (Bring completed packet)	X	X	
10/4/2024	Report preliminary number of registered electors within the Montrose County portion of the Political Subdivision (30 days before the election)	X		
10/4/2024	Last day for the Political Subdivision to provide their verified Property Owner List to the Clerk. (30 days before the election)		X	
10/4/2024	Last day to mail the TABOR Notice (At least 30 days before a ballot issue election)	X		Article X Section 20(3)(b)
10/07/2024 - 10/10/2024	Health Care Facility ballots delivered this week	X		C.R.S. §1-7.5-113
10/11/2024	The Political Subdivision may, by resolution, withdraw one or more ballot issues or questions from the ballot (No sooner than 22 days before the General Election)		X	

Exhibit A: 2024 General Election Deadline Schedule

Election Day: November 5, 2024

10/11/2024 - 10/24/2024	First day that mail ballots may be mailed to voters (Not sooner than 22 days and no later than 18 days before the General Election)	X		C.R.S. §1-7.5-107(3)(a)(I) Rule 7.2.3
10/16/2024	Last day for the Notice of Election to be published in the local paper (No later than 20 days before the General Election)	X		C.R.S. §1-1-104(34) C.R.S. §1-5-205(1)(a-d)
10/21/2024 -11/05/2024	Voting Service and Polling Center (VSPC) opens 8:30 a.m. to 4:30 p.m. at Montrose Clerk & Recorder's Office	X		C.R.S. § 1-5-102.9 Rule 7.8.1
10/28/2024	Last day to register online, by mail or through an agency. Voters must appear in person for the remainder of the election (Through the 8th day prior to the General Election)	X		C.R.S. §1-2-201(3)(b)(III) C.R.S. §1-2-201(4) C.R.S. §1-2-508(3)(a)(I)
10/31/2024	Voting Service and Polling Center (VSPC) opens 8:30 a.m. to 4:30 p.m. at Naturita Community Library	X		
11/2/2024 (Saturday)	To serve voters, VSPC's will be open at Montrose Clerk & Recorder's Office from 8:30 a.m. to 12:30 p.m.; and at Naturita Community Library from 9:00 a.m. to 1:00 p.m.	X		C.R.S. § 1-5-102.9 Rule 7.8.1
11/5/2024	General Election Day - Polls open from 7:00 a.m. to 7:00 p.m. at Montrose County Clerk & Recorder's Office, Montrose County Event Center & Naturita Community Library	X		Article X, Section 20(3)(a) C.R.S. §1-1-104(17) C.R.S. § 1-4-201 Rule 7.8.1(b)

Exhibit A: 2024 General Election Deadline Schedule

Election Day: November 5, 2024

11/13/2024	Last day for ballots cast by military and overseas electors to be received by the Clerk in order to be counted (No later than the 8th day after election day)	X		C.R.S. § 1-8.3-113 Rule 16.1.5
11/13/2024	Last day for an elector to cure a signature discrepancy, missing signature, or to provide missing ID for their mail or provisional ballot to be counted (By 11:59 p.m. MT 8 days after election day)	X		C.R.S. § 1-7.5-107(3.5)(d) C.R.S. § 1-7.5-107.3(2)(a) C.R.S. § 1-8.5-105(3)(a) Rule 7.5 Rule 7.6.5
11/27/2024	Last day to complete the Canvass of Election (No later than the 22nd day after the election)	X		C.R.S. § 1-10-102(1) C.R.S. § 1-10-103(1) Rule 10
ASAP - Post Election	The Clerk will send an invoice to the Political Subdivision as soon as possible after the Canvass of Election	X		C.R.S. § 1-10-202
30 Days after Invoice Received	The Political Subdivision has 30 days to pay their invoice for the 2024 General Election		X	C.R.S. § 1-5-208 (5)

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Matthew Magliaro, Assistant City Attorney Public Safety
DATE: August 20, 2024
RE: Proposed Ordinance Change Adding Unauthorized Camping, Sleeping in Public Right-of-Ways, and Amending Park Hours
CC: William Bell, Chris Dowsey, Dan Payne, Blaine Hall

Action

The consideration of two new ordinances in Title 6, Chapter 1, and the amendment of one existing ordinance in Title 9, Chapter 10 of the Official Code of the City of Montrose, Colorado. The purpose of the latter code amendment is to clarify the current code's allowance of camping in designated areas, as well as to specify other circumstances where the City may allow camping on its property. The purpose of these proposed code changes is to strengthen the City's tools to discourage unauthorized camping without permit upon public property, to discourage unlawfully remaining after notice for sleeping in public rights-of-way, and to declare both activities a nuisance.

Background

The City of Montrose as a property owner has a governmental interest in the maintenance and preservation of its property, including to but not limited to the city parks, for the general health, welfare, and benefit of all members of the public. At the beginning of 2024, the City's legal department was asked to research camping ordinances around the state and country. Park safety was raised by members of the public on the 2023 community-wide survey as an item of concern, and has been raised by citizens as a concern to various city departments through to present writing. The size and impact on the land of some of the encampments the police department have encountered this year in areas such as Cerise Park, under the West Main trailhead bridge, and on private property at Colorado Outdoors informed this research. The legal department examined municipal ordinances from cities throughout the State of Colorado, including but not limited to the City of Grand Junction; City of Delta; Durango; Fort Collins; Arvada; Aurora; and Colorado Springs. We also examined prohibitions for persons camping in state park land or state recreational areas outside of designated camping areas in Colorado Revised Statute.

In a decision reached on June 28th, 2024, at the end of its most recent term, the United States Supreme Court held that municipalities may pass and enforce generally applicable legislation prohibiting camping on public property. *City of Grants Pass, Oregon v. Johnson*, 603 U.S. ___, 144 S.Ct. 2202 (2024). This decision overruled a circuit decision from the 9th Circuit Court of Appeals, *Martin v City of Boise*, 920 F.3d 584 (9th Cir. 2019), that while not binding in Colorado

was looked at persuasively in this topic area by federal trial courts around the country. The United States Supreme Court held that generally applicable laws may be enforced without violating the constitutional prohibition on cruel and unusual punishment, with the majority opinion of the Court recognizing that civil and criminal penalties for unauthorized camping are a necessary tool for local governments. Governments may not criminalize mere status under the law, but government may permissibly impose fines and incarceration as sanctions for conduct. The majority opinion from Justice Gorsuch discussed the distinction: “Rather than criminalize mere status, Grants Pass forbids actions like ‘occupy[ing] a campsite’ on public property ‘for the purpose of maintaining a temporary place to live.’ Under the city’s laws, it makes no difference whether the charged defendant is homeless, a backpacker on vacation passing through town, or a student who abandons his dorm room to camp out in protest on the lawn of a municipal building. In that respect, the city’s laws parallel those found in countless jurisdictions across the country. And because laws like these do not criminalize mere status, [an earlier 8th Amendment case *Robinson v California*, 370 US. 660 (1962)] is not implicated.” *City of Grants Pass*, at *13 (internal citation omitted).

Like the ordinances in Grants Pass, staff’s proposal here is for the adoption of generally applicable ordinances to the conduct of unauthorized camping and remaining after notice of a cease and desist order for sleeping in public rights-of-way or in pedestrian or vehicular entrances to property. The proposed ordinances do not apply a penalty for mere status.

Executive Summary

One part of the Official Code of the City of Montrose currently addresses park hours and camping in the parks, MC § 9-10-1. This section declares it to be unlawful for persons to enter upon or remain upon any of the municipal parks outside the hours of 11:00 p.m. and 5:00 a.m. unless other hours are posted, with four separate carve-out exceptions. This Section sets forth an ordinance citable into the Montrose Municipal Court, carrying the penalties under MC § 1-2-3 upon conviction. The proposed ordinance change leaves the section on hours as is, but builds out the exceptions to provide more detail and clarity. It also takes the prohibition within MC § 9-10-1(B) and moves it into Title 6 of the Code, where most of the ordinances commonly cited into the Montrose Municipal Court are located. The proposal strikes the placeholder title ‘Reserved’ in both MC § 6-1-10 and MC § 6-1-12 and creates two new sections: Unauthorized Camping and Sleeping on Sidewalks, Streets, Curbs, Parking Spaces, Alleys, Public Rights-of-Way or Within Doorways.

The unauthorized camping ordinance proposal covers both camping on public property without the authorizations in MC § 9-10-1, as well as for private property when done without the express consent of the property owner or agent of owner. It is separately prohibited conduct to construct or erect structures on municipal property without authorization to do so. Thorough definitions of

Montrose City Council
Proposed Ordinance Change Adding Unauthorized Camping, Sleeping in Public Right-of-Ways,
and Amending Park Hours
August 20, 2024 Regular Session

camping, shelter and public property are included to specify the conduct at issue. The penalty structure of a first offense of a fine only is congruent with the treatment of this conduct passed on favorably by the United States Supreme Court in *City of Grants Pass* decision, as well as with how the state treats like offenses on state-owned land within statute, C.R.S. § 33-15-107; C.R.S. § 25-13-110, C.R.S. § 25-13-114. Second or successive violations are subject to jail sentencing, again consistent with the municipal ordinance structure in the *City of Grants Pass* decision. There is a declaration that unauthorized camping is a nuisance that may be abated. Separate convictions beyond a reasonable doubt for nuisance cited under MC § 6-4-1 may also be addressed by the municipal court with separate orders abating the nuisance condition. One addition here from the work session version is the code enforcement officer with the Montrose Police Department may issue citations for this offense, in addition to officers on patrol.

The sleeping on sidewalks, streets, curbs, parking spaces, alleys, public rights-of-way or within doorways ordinance proposal in MC § 6-1-12 has seven sections. Subsections (B) and (C) are the citable provisions constituting the ordinance violation, but both are modified by subsection (D) that requires before citation is issued that a police officer, firefighter or property owner or owner's agent to issue a cease and desist warning, and that the person nonetheless remains. These are prerequisite conditions for the issuance of a citation. The penalty section likewise sets out a civil infraction for a first offense, with second or subsequent violations proven beyond a reasonable doubt subject to the full range of penalties in the Code, as well as abatement as nuisance.

Additional Considerations

None.

ORDINANCE NO. 2670

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 6 CHAPTER 1, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: REPEALING AND REPLACING TITLE 6 CHAPTER 1 SECTION 10 (6-1-10), REGARDING UNAUTHORIZED CAMPING; REPEALING AND REPLACING TITLE 6 CHAPTER 1 SECTION 12 (6-1-12), REGARDING SLEEPING ON SIDEWALKS, STREETS, CURBS, PARKING SPACES, ALLEYS, PUBLIC RIGHT-OF-WAY OR WITHIN DOORWAYS PROHIBITED; AND AMENDING TITLE 9 CHAPTER 10 SECTION 1 (9-10-1), REGARDING PARK HOURS

WHEREAS, the City of Montrose is a home rule municipal corporation operating under adopted charter pursuant to § 6 of Article XX of the Colorado Constitution; and

WHEREAS, the State of Colorado has recognized the authority of municipal governments, in relation to their general police powers enumerated in C.R.S. § 31-15-401(1)(a)-(q), to “do all acts and make all regulations which may be necessary or expedient for the promotion of health” as well as to declare what is a nuisance, to set punishments and abate declared nuisances; and

WHEREAS, the City of Montrose as property owner has a governmental interest in the preservation of its public property, including but not limited to its parks, for the general health, welfare, and benefit of all of its citizens, and recognizes the need to have a clear system of regulation to allow for authorized, permitted camping while establishing rules to ensure safe access to the general public of its rights-of-ways on public property; and

WHEREAS, the conduct of unlawful camping on municipal-owned land raises health, welfare and safety concerns as well as negatively impacts the public land as a use; and

WHEREAS, the conduct of unlawfully remaining after notice to cease and desist sleeping in public and private rights-of-way used for pedestrian and vehicular traffic raises health, welfare and safety concerns as well as impacts the safety of all users of those spaces; and

WHEREAS the United States Supreme Court recently held the enforcement by municipal governments of generally applicable laws prohibiting camping on public property does not constitute cruel and unusual punishment proscribed by the Eighth Amendment of the Constitution of the United States, *City of Grants Pass, Oregon v Johnson*, 603 U.S. ___, 144 S.Ct. 2202 (2024); and

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

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

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

SECTION 1:

Title 6, Chapter 1 Section 10. (6-1-10) (Reserved.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and replaced to read in its entirety as follows:

6-1-10. - Unauthorized camping.

- (A) It shall be unlawful for any person to camp on any public property within the municipal limits of the City of Montrose, except in a location where camping has been expressly authorized as a permitted activity in compliance with Title 9 of the Official Code of the City of Montrose.
- (B) It shall be unlawful for any person to camp on private property without the express consent of the property owner or the owner's agent.
- (C) It is unlawful for any person to construct or erect any building or structure, whether permanent or temporary, on any public property owned by the City of Montrose without express permission from the City to do so.
- (D) For purposes of this section, the following definitions are applicable:
 - (1) *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin,

enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire except for fires at sites specifically designated or authorized for a fire by the City of Montrose's Parks Department, setting up or using a camp stove, cooking device, or other type of heating source except for grills and personal grills permitted in designated areas by Parks Department. Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or regulation or is not otherwise authorized by the City. Camping does not include napping during the day or picnicking.

(2) *Public property* means, by way of illustration, but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, all City owned or managed trails or hard surface trails and areas adjacent to those areas, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the City or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

- (E) For a first violation of this Section, the Court shall impose a fine of \$100.00 only. A first violation of this Section shall constitute a civil infraction. An adult defendant convicted of a second or subsequent offense in violation of this Section shall be punished by imprisonment in the county jail for at least 10 days but no more than the penalties in accordance with Section 1-2-3 of the Official Code of the City of Montrose, Colorado. The Court does not have discretion to suspend imposition of the mandatory minimum period of incarceration under this Section.
- (F) Unauthorized camping in violation of this Section is declared a nuisance under Section 6-4-1 of the Official Code of the City of Montrose. If the unauthorized camping occurred in a City park, the Court shall issue, for a first offense, an order of abatement limited to a written exclusion order from the City of Montrose's parks for a period of thirty (30) days. The Court has authority under this Section to issue any other orders for abatement of nuisance under Section 6-4-2 of the Official Code of the City of Montrose for second or subsequent violations. Nothing in this Section limits the discretion of the Municipal Court to enter separate orders it deems appropriate for a separate conviction for Nuisance under Chapter 4 of this Title.

- (G) A separate offense shall be deemed committed each day on which a violation of this Section continues. The Montrose Municipal Court may impose consecutive sentences for multiple violations proven beyond a reasonable doubt.
- (H) The affirmative defense of necessity, as codified in C.R.S. § 18-1-702 (2024), may be raised to a prosecution under this Section should sufficient evidence justify the defense.
- (I) The Code Enforcement Officer of the City shall be deemed a peace officer, as defined in Rule 203 of the Colorado Municipal Court Rules of Procedure, for the limited purpose of enforcing the provisions of this Section under the direction of the City Manager or their designee. The Code Enforcement Officer may exercise the authority of a peace officer in the enforcement of these provisions, including the power to issue summons and complaints and initiate prosecution of violations thereof.

SECTION 2:

Title 6, Chapter 1 Section 12. (6-1-12) (Reserved.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and replaced to read in its entirety as follows:

6-1-12. - Sleeping on sidewalks, streets, curbs, parking spaces, alleys, public right-of-way or within doorways prohibited.

- (A) Sleeping on a public sidewalk, street, curb, parking space, alley, lane, breezeway, public right-of-way or in a space within a doorway or entryway abutting a public sidewalk is prohibited as unsafe, as this conduct may obstruct pedestrian and/or vehicular traffic, may inhibit the use of these spaces by the disabled in violation of federal and state law, and may place the person sleeping and/or the public in danger of harm.
- (B) No person may sleep on a public sidewalk, street, curb, parking space, alley, lane, breezeway or public right-of-way.
- (C) No person may sleep in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk, to include spaces within a doorway or entryway on either public or private property.
- (D) No law enforcement officer shall issue a citation, make an arrest, or otherwise enforce this Section against any person unless a request to cease and desist is first made either verbally or in writing by any police officer or firefighter displaying or presenting indicia of acting under the color of their official authority, or by the

property owner or their authorized agent, and the person unlawfully remains in violation of this Section.

- (E) For a first violation of this Section, the Court shall impose a fine of \$100.00 only. A first violation of this Section shall constitute a civil infraction. Second or subsequent offenses in violation of this Section may be punished in accordance with Section 1-2-3 of the Official Code of the City of Montrose, Colorado.
- (F) Any violation of this Section is hereby declared to be a nuisance which may be abated, pursuant to Chapter 4 of this Title of the Official Code of the City of Montrose.
- (G) Notwithstanding any other provision of law, any person found in violation of this Section may be immediately removed from the premises.

SECTION 3:

Title 9, Chapter 10 Section 1. (9-10-1.(A), (B)) (Park hours.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

9-10-1. Park hours, permitted camping authorized.

- (A) All parks shall be closed between the hours of 11:00 p.m. and 5:00 a.m., unless other hours of closure are posted, in which case the posted hours shall control.
- (B) It shall be unlawful for any person to enter upon or remain upon any of said parks or City property during hours which they are closed pursuant to this Section, and such violation(s) may be cited under Title 6 of the Official Code of the City of Montrose or other applicable law. The official operations of the City of Montrose, persons acting under the direction of the City, and contractors or agents acting with the authorization of the City of Montrose are exempt from this Section.

SECTION 4:

New subsections (C), (D), (E), and (F) are hereby added to Title 9, Chapter 10 Section 1. (9-10-1.(C), (D), (E), (F)) (Park hours.) of the Official Code of the City of Montrose, Colorado, to read in their entirety as follows:

- (C) Camping may be authorized on public property for persons attending events held at the City parks allowed pursuant to an events use permit or festival event permit

obtained in advance from the City Clerk's Office and with the approval of the City Manager's Office.

- (D) Camping may be authorized by the City Manager or designee for those persons on authorized business for the City of Montrose.
- (E) Camping is authorized and no person shall be cited under this Section if a formal declaration of an emergency requires the use of temporary shelter space in accordance with City Charter or a declaration of the Governor of the State of Colorado.
- (F) The City Manager or designee is authorized to make such additional regulations as are necessary and convenient for the administration and enforcement of this Section, including the development of required forms.

SECTION 5:

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

SECTION 6:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof by clarifying the current code's allowance of camping in designated areas and circumstances, and to codify generally applicable laws prohibiting unauthorized camping upon public property as well as remaining after notice for sleeping in public rights-of-way or in pedestrian or vehicular entrances to property.

SECTION 7:

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

SECTION 8:

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

SECTION 9:

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

SECTION 10:

This Ordinance shall become effective as set forth in the City of Montrose Charter. You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 20th day of August, 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 20th day of August, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 3rd day of September, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 6 CHAPTER 1, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: REPEALING AND REPLACING TITLE 6 CHAPTER 1 SECTION 10 (6-1-10), REGARDING UNAUTHORIZED CAMPING; REPEALING AND REPLACING TITLE 6 CHAPTER 1 SECTION 12 (6-1-12), REGARDING SLEEPING ON SIDEWALKS, STREETS, CURBS, PARKING SPACES, ALLEYS, PUBLIC RIGHT-OF-WAY OR WITHIN DOORWAYS PROHIBITED; AND AMENDING TITLE 9 CHAPTER 10 SECTION 1 (9-10-1), REGARDING PARK HOURS

WHEREAS, the City of Montrose is a home rule municipal corporation operating under adopted charter pursuant to § 6 of Article XX of the Colorado Constitution; and

WHEREAS, the State of Colorado has recognized the authority of municipal governments, in relation to their general police powers enumerated in C.R.S. § 31-15-401(1)(a)-(q), to “do all acts and make all regulations which may be necessary or expedient for the promotion of health” as well as to declare what is a nuisance, to set punishments and abate declared nuisances; and

WHEREAS, the City of Montrose as property owner has a governmental interest in the preservation of its public property, including but not limited to its parks, for the general health, welfare, and benefit of all of its citizens, and recognizes the need to have a clear system of regulation to allow for authorized, permitted camping while establishing rules to ensure safe access to the general public of its rights-of-ways on public property; and

WHEREAS, the conduct of unlawful camping on municipal-owned land raises health, welfare and safety concerns as well as negatively impacts the public land as a use; and

WHEREAS, the conduct of unlawfully remaining after notice to cease and desist sleeping in public and private rights-of-way used for pedestrian and vehicular traffic raises health, welfare and safety concerns as well as impacts the safety of all users of those spaces; and

WHEREAS the United States Supreme Court recently held the enforcement by municipal governments of generally applicable laws prohibiting camping on public property does not constitute cruel and unusual punishment proscribed by the Eighth Amendment of the Constitution of the United States, *City of Grants Pass, Oregon v Johnson*, 603 U.S. ___, 144 S.Ct. 2202 (2024); and

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

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

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

SECTION 1:

Title 6, Chapter 1 Section 10. (6-1-10) (Reserved.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and replaced to read in its entirety as follows:

6-1-10. - ~~Reserved.~~ Unauthorized camping.

- (A) It shall be unlawful for any person to camp on any public property within the municipal limits of the City of Montrose, except in a location where camping has been expressly authorized as a permitted activity in compliance with Title 9 of the Official Code of the City of Montrose.
- (B) It shall be unlawful for any person to camp on private property without the express consent of the property owner or the owner's agent.
- (C) It is unlawful for any person to construct or erect any building or structure, whether permanent or temporary, on any public property owned by the City of Montrose without express permission from the City to do so.
- (D) For purposes of this section, the following definitions are applicable:
 - (1) *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin,

enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire except for fires at sites specifically designated or authorized for a fire by the City of Montrose's Parks Department, setting up or using a camp stove, cooking device, or other type of heating source except for grills and personal grills permitted in designated areas by Parks Department. Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or regulation or is not otherwise authorized by the City. Camping does not include napping during the day or picnicking.

(2) *Public property* means, by way of illustration, but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, all City owned or managed trails or hard surface trails and areas adjacent to those areas, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the City or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

- (E) For a first violation of this Section, the Court shall impose a fine of \$100.00 only. A first violation of this Section shall constitute a civil infraction. An adult defendant convicted of a second or subsequent offense in violation of this Section shall be punished by imprisonment in the county jail for at least 10 days but no more than the penalties in accordance with Section 1-2-3 of the Official Code of the City of Montrose, Colorado. The Court does not have discretion to suspend imposition of the mandatory minimum period of incarceration under this Section.
- (F) Unauthorized camping in violation of this Section is declared a nuisance under Section 6-4-1 of the Official Code of the City of Montrose. If the unauthorized camping occurred in a City park, the Court shall issue, for a first offense, an order of abatement limited to a written exclusion order from the City of Montrose's parks for a period of thirty (30) days. The Court has authority under this Section to issue any other orders for abatement of nuisance under Section 6-4-2 of the Official Code of the City of Montrose for second or subsequent violations. Nothing in this Section limits the discretion of the Municipal Court to enter separate orders it deems appropriate for a separate conviction for Nuisance under Chapter 4 of this Title.

- (G) A separate offense shall be deemed committed each day on which a violation of this Section continues. The Montrose Municipal Court may impose consecutive sentences for multiple violations proven beyond a reasonable doubt.
- (H) The affirmative defense of necessity, as codified in C.R.S. § 18-1-702 (2024), may be raised to a prosecution under this Section should sufficient evidence justify the defense.
- (I) The Code Enforcement Officer of the City shall be deemed a peace officer, as defined in Rule 203 of the Colorado Municipal Court Rules of Procedure, for the limited purpose of enforcing the provisions of this Section under the direction of the City Manager or their designee. The Code Enforcement Officer may exercise the authority of a peace officer in the enforcement of these provisions, including the power to issue summons and complaints and initiate prosecution of violations thereof.

SECTION 2:

Title 6, Chapter 1 Section 12. (6-1-12) (Reserved.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and replaced to read in its entirety as follows:

6-1-12. - ~~Reserved.~~ Sleeping on sidewalks, streets, curbs, parking spaces, alleys, public right-of-way or within doorways prohibited.

- (A) Sleeping on a public sidewalk, street, curb, parking space, alley, lane, breezeway, public right-of-way or in a space within a doorway or entryway abutting a public sidewalk is prohibited as unsafe, as this conduct may obstruct pedestrian and/or vehicular traffic, may inhibit the use of these spaces by the disabled in violation of federal and state law, and may place the person sleeping and/or the public in danger of harm.
- (B) No person may sleep on a public sidewalk, street, curb, parking space, alley, lane, breezeway or public right-of-way.
- (C) No person may sleep in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk, to include spaces within a doorway or entryway on either public or private property.
- (D) No law enforcement officer shall issue a citation, make an arrest, or otherwise enforce this Section against any person unless a request to cease and desist is first made either verbally or in writing by any police officer or firefighter displaying or presenting indicia of acting under the color of their official authority, or by the

property owner or their authorized agent, and the person unlawfully remains in violation of this Section.

- (E) For a first violation of this Section, the Court shall impose a fine of \$100.00 only. A first violation of this Section shall constitute a civil infraction. Second or subsequent offenses in violation of this Section may be punished in accordance with Section 1-2-3 of the Official Code of the City of Montrose, Colorado.
- (F) Any violation of this Section is hereby declared to be a nuisance which may be abated, pursuant to Chapter 4 of this Title of the Official Code of the City of Montrose.
- (G) Notwithstanding any other provision of law, any person found in violation of this Section may be immediately removed from the premises.

SECTION 3:

Title 9, Chapter 10 Section 1. (9-10-1.(A), (B)) (Park hours.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

9-10-1. Park hours, permitted camping authorized.

- (A) All parks shall be closed between the hours of 11:00 p.m. and 5:00 a.m., unless other hours of closure are posted, in which case the posted hours shall control.
- (B) It shall be unlawful for any person to enter upon or remain upon any of said parks or City property during hours which they are closed pursuant to this Section, **and such violation(s) may be cited under Title 6 of the Official Code of the City of Montrose or other applicable law. The official operations of the City of Montrose, persons acting under the direction of the City, and contractors or agents acting with the authorization of the City of Montrose are exempt from this Section.** ~~except for authorized overnight campers at Lions Park, persons on authorized City business, persons attending events allowed pursuant to a special permit, or persons traveling the bike paths.~~

SECTION 4:

New subsections (C), (D), (E), and (F) are hereby added to Title 9, Chapter 10 Section 1. (9-10-1.(C), (D), (E), (F)) (Park hours.) of the Official Code of the City of Montrose, Colorado, to read in their entirety as follows:

- (C) Camping may be authorized on public property for persons attending events held at the City parks allowed pursuant to an events use permit or festival event permit obtained in advance from the City Clerk's Office and with the approval of the City Manager's Office.
- (D) Camping may be authorized by the City Manager or designee for those persons on authorized business for the City of Montrose.
- (E) Camping is authorized and no person shall be cited under this Section if a formal declaration of an emergency requires the use of temporary shelter space in accordance with City Charter or a declaration of the Governor of the State of Colorado.
- (F) The City Manager or designee is authorized to make such additional regulations as are necessary and convenient for the administration and enforcement of this Section, including the development of required forms.

SECTION 5:

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

SECTION 6:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof by clarifying the current code's allowance of camping in designated areas and circumstances, and to codify generally applicable laws prohibiting unauthorized camping upon public property as well as remaining after notice for sleeping in public rights-of-way or in pedestrian or vehicular entrances to property.

SECTION 7:

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

SECTION 8:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9:

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

SECTION 10:

This Ordinance shall become effective as set forth in the City of Montrose Charter. You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the _____ day of _____, 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 _____ day of _____, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this _____ day of _____, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 20, 2024
RE: Public Works Shop 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:

July 1:	Council Work Session Overview
July 24:	Planning Commission zoning hearing
August 6:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
August 20:	2nd reading of annexation and zoning ordinances

Application Background:

The Public Works Shop Addition is a proposed annexation approximately 23.3 acres in size. The annexation consists of two parcels located south of the intersection of S Rio Grande Ave and E Oak Grove Rd. 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 development of the new Public Works Shop under City regulations. An Annexation Agreement is not required.



Proposed Zoning: “P” Public District

Applicant: City of Montrose

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 not required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 11-7-12 (B), Zoning of Additions: The zoning of additions 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.
 - iii. The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.
 - b. Municipal Code, Section 11-7-5: The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “P” Public District, “R-3” Medium Density District, “B-3” General Commercial District, and “I-2” General Industrial District.
4. The Comprehensive Plan Future Land Use Map designates the area of the Public Works Shop Addition as Residential Mixed Density Medium and River Corridor. The Residential Mixed Density Medium district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The majority of the mixed-density medium residential land uses are designated in areas that are



not yet developed. The River Corridor land use designation identifies the approximate location of the Uncompahgre River corridor. The river corridor may include a variety of uses related to outdoor recreation, housing, restaurants and/or small retail centers.

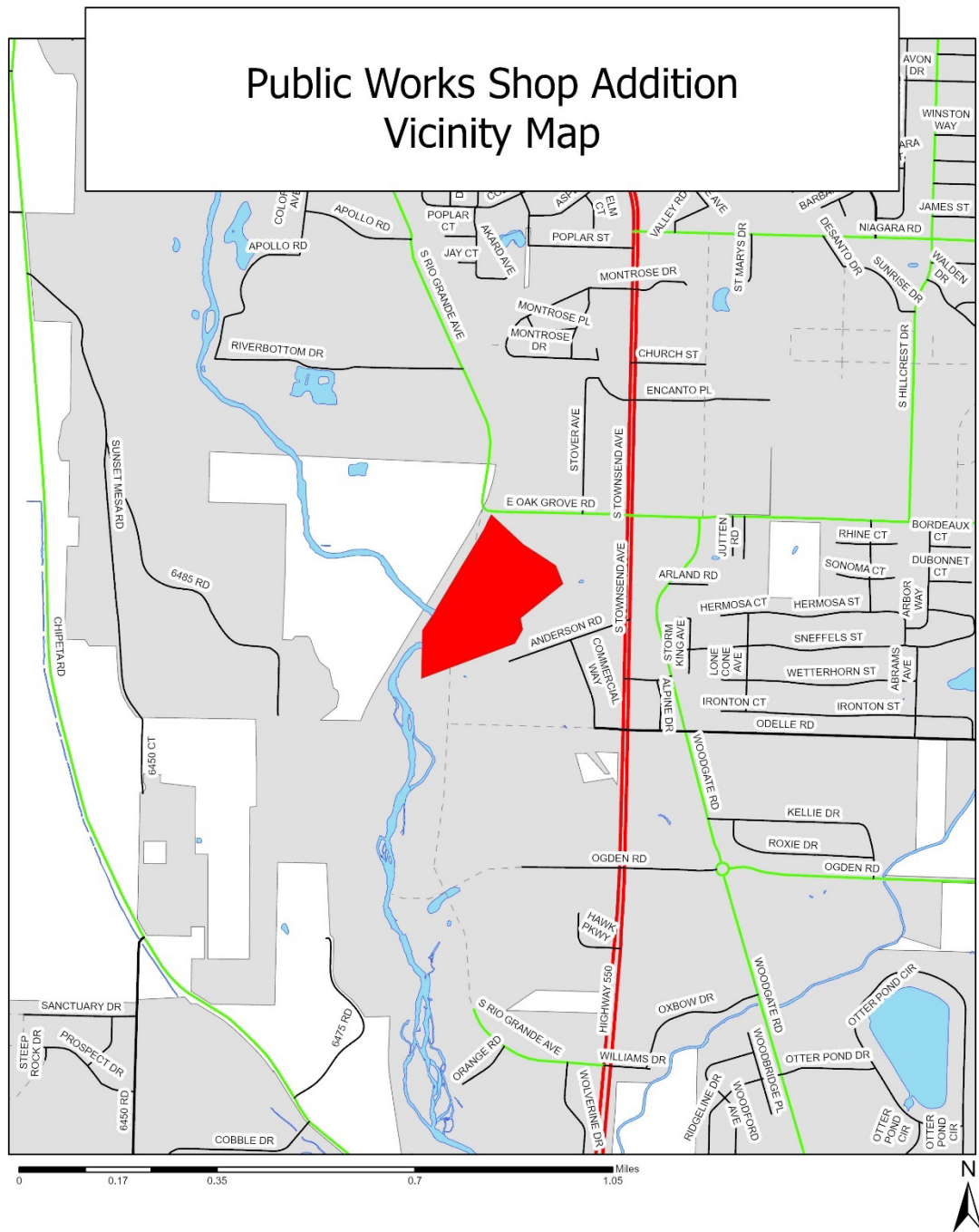
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
6. The “P” zoning does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation:

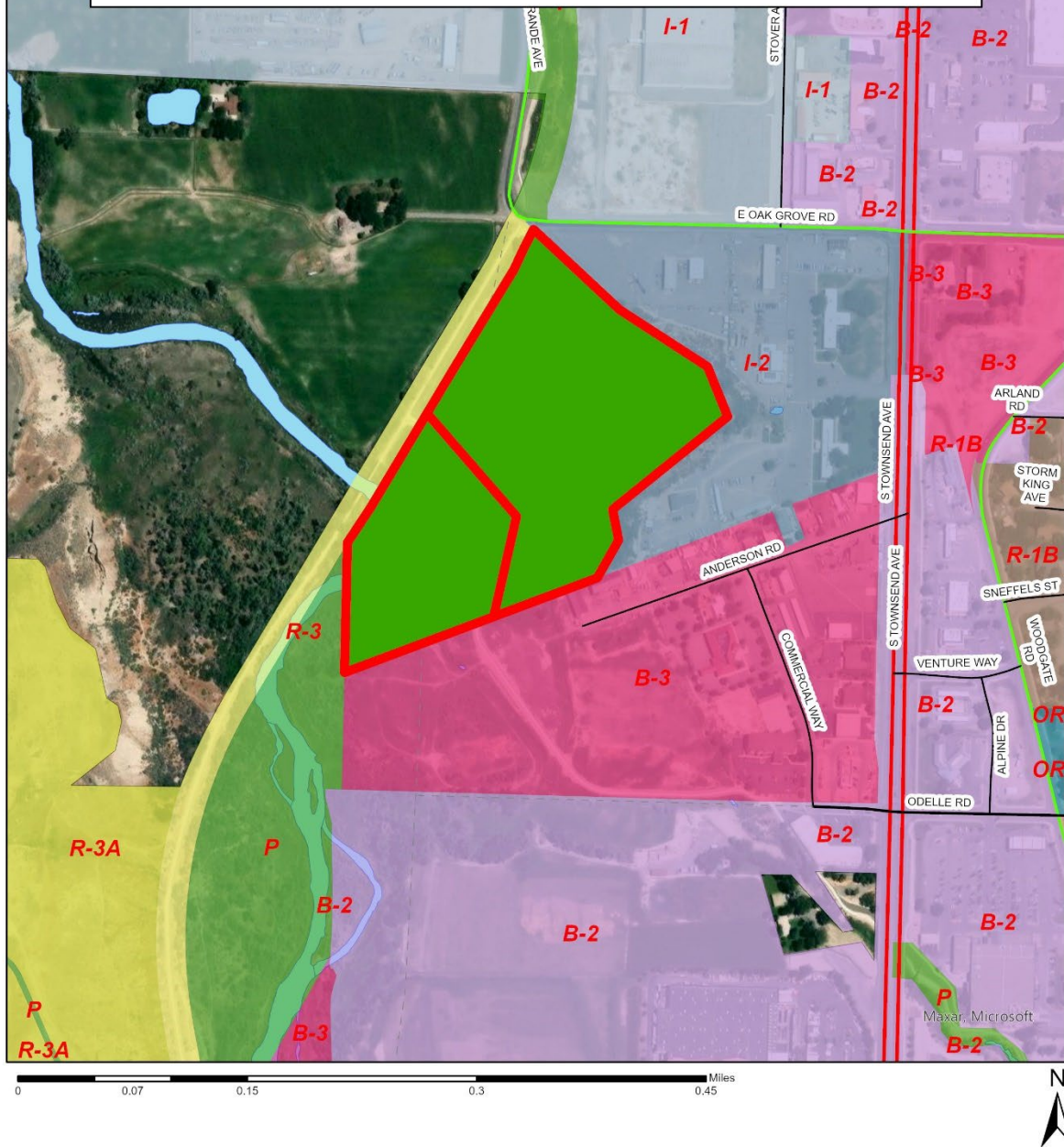
Staff recommends approval of the annexation and the “P” Public District zoning designation.



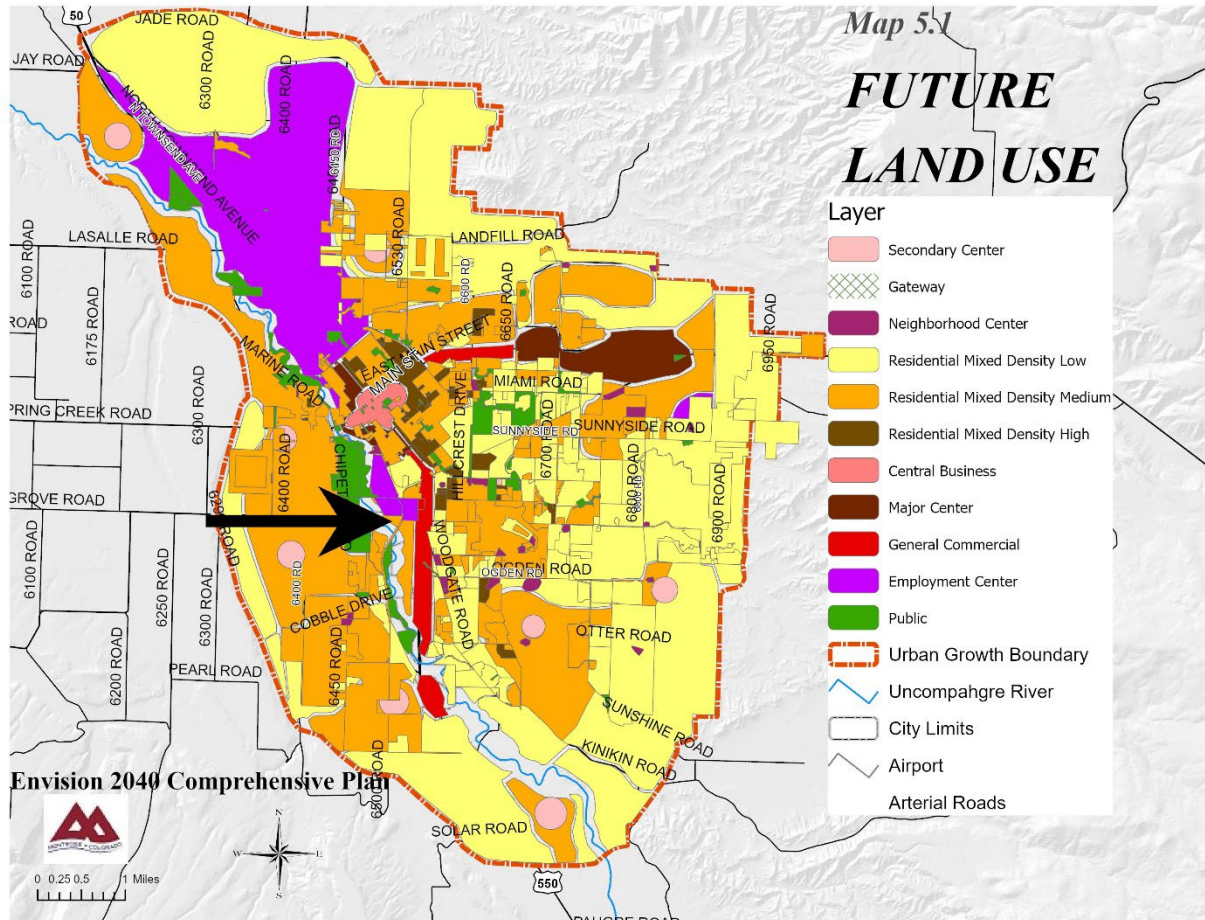
EXHIBIT A: Maps



Public Works Shop Addition Proposed Zoning: "P" Public District

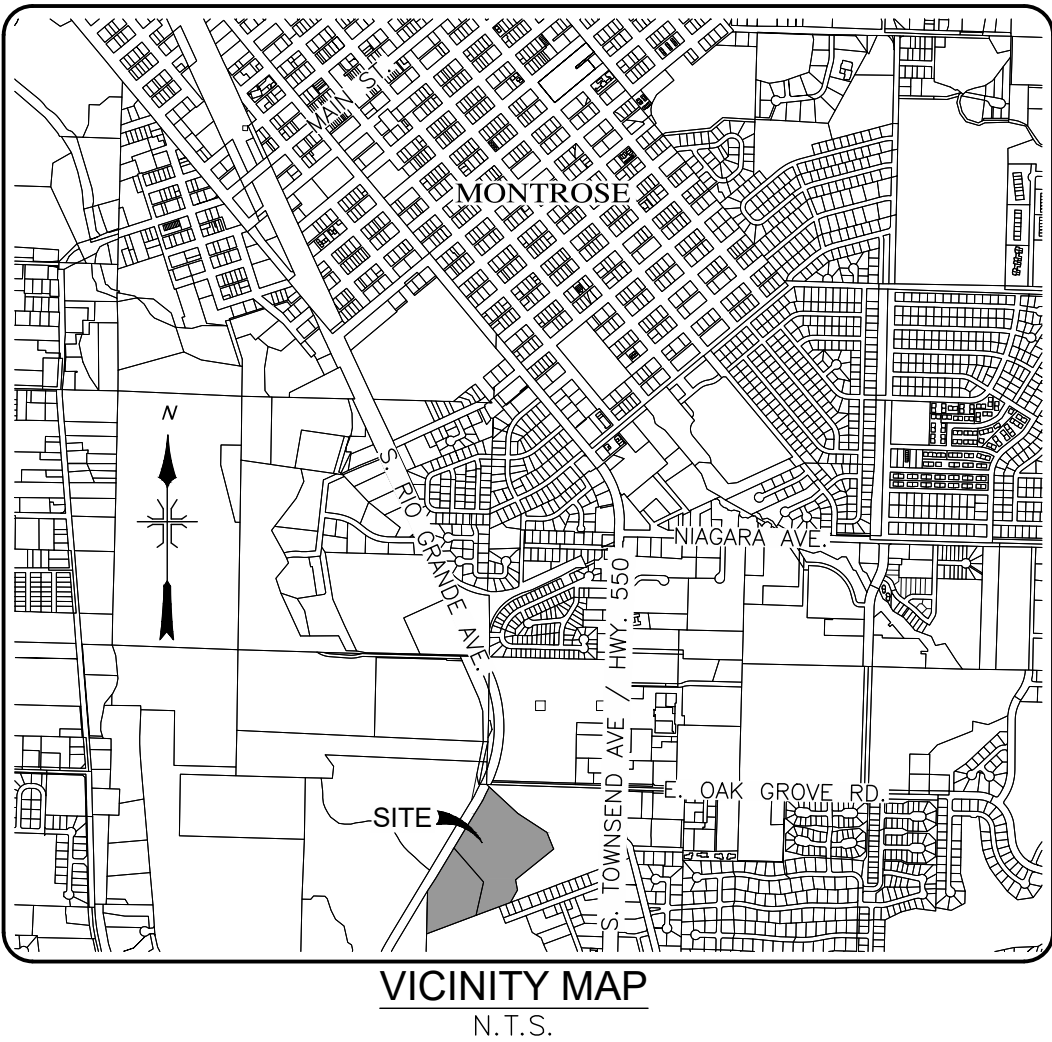


Comprehensive Plan Future Land Use Map



PUBLIC WORKS SHOP ADDITION

SITUATED IN GOVERNMENT LOTS 4 AND 5, SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



LEGEND

////// CITY LIMITS

———— PROPERTY BOUNDARY / LIMITS OF ANNEXATION

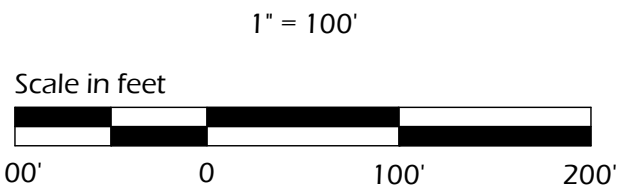
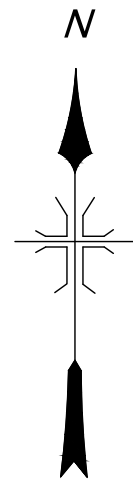
CITY LIMITS

TOTAL PERIMETER = 4356.80'

PERIMETER CONTIGUOUS TO CITY LIMITS = 4356.80

NOTE:

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



CITY OF MONTROSE RECREATION TRAIL

CITY OF MONTROSE
23.3 ACRES

2016 CITY OF MONTROSE
ADDITION NO. 4
RECEPTION NO. 878628

N01°14'29"E 448.02'

TWO CREEKS ADDITION
BOOK 12 PAGE 1583

N31°12'30"E 1120.39'

S69°25'04"W 931.73'

SOUTHWOOD ADDITION
BOOK 12 PAGE 566

MONTROSE COUNTY PARCEL
BOOK 693 PAGE 102

L=138.41'
R=1482.70'
Δ=5°20'55"
CH=N28°32'02"E
CHD=138.36'

P.O.B.

UNITED STATES TRACT 37
BOOK 493 PAGE 253

E. OAK GROVE ROAD

BUREAU OF LAND MANAGEMENT ADDITION
BOOK 12 PAGE 10

ANNEXATION DESCRIPTION

A tract of land situated in Government Lots 4 and 5, Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, more particularly described as follows:

Beginning at an intersecting point common to Montrose County parcel Book 693 Page 102 and United States Tract 37 Book 493 Page 253 from whence the Northwest corner of said Section 4 bears N85°26'59"W 623.12 feet; Thence coinciding with the Western line of said Tract 37 and the Bureau of Land Management Addition, Book 12 Page 10, the following six courses: 1) S46°59'29"E 402.24 feet; 2) S57°02'09"E 361.00 feet; 3) S22°02'09"E 186.00 feet; 4) S51°07'51"W 511.00 feet; 5) S11°17'09"E 108.00 feet; 6) S29°37'51"W 150.00 feet to a point on the Northerly line of the Southwood Addition, Book 12 Page 566; Thence coinciding with said Northerly line S69°25'04"W 931.73 feet to a point on the East line of the 2016 City of Montrose Addition No. 4, Reception No. 878628. Thence coinciding with said East line N01°14'29"E 448.02 feet to the Southeast line of the Two Creeks Addition, Book 12 Page 1583; Thence coinciding with said Southeast line the following two courses: 1) N31°12'30"E 1120.39 feet; 2) 138.41 feet along the arc of a curve to the left with a radius of 1482.70 feet, an interior angle of 05°20'55", and a chord of N28°32'02"E 138.36 feet to the POINT OF BEGINNING. Said tract contains 23.29 acres as described.

SURVEYOR'S CERTIFICATE

I, Nicholas Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify PUBLIC WORKS SHOP ADDITION Annexation Map was prepared under my direct supervision.

Nicholas Barrett, P.L.S.
Registration No. 38037

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Montrose.

Mayor

Attest:
City Clerk

CLERK AND RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. W Montrose, CO 81401 www.del-mont.com service@del-mont.com	
FIELD BOOK:	DATE:	PUBLIC WORKS SHOP ADDITION	
DISK BY:	DATE:	CITY OF MONTROSE, COLORADO	
FILE:	DATE:	400 E. MAIN STREET MONTROSE, CO 81401	
1 of 1	24003V_ANNX-MITCH	ANNEXATION	

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.

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24003-COM 2024 ON-CALL\MITCHELL ANNEX\C3D\24003V_ANNX-MITCH.DWG

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.

(H) *Schedule of Mixed Use, Commercial and Industrial Zone District Uses.*

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
Commercial uses other than the uses by right in this zone district which comply with the								C	



performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5(D)(1).									
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a) All fuel storage, except propane, shall be located underground. (b) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C		
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			
Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P								
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								

Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied				C	C	C			
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			
<i>INDUSTRIAL USES</i>									
Above ground storage facilities for hazardous fuels						P			P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities						P			P
Feed storage and sales establishments						P			P
Manufacturing and non-manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P

Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
<i>INSTITUTIONAL USES</i>									
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, "daytime" shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. "Night" shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			
Museums and visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
<i>RECREATIONAL USES</i>									



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

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



ORDINANCE NO. 2666

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF PUBLIC WORKS SHOP ADDITION.

WHEREAS, the City of Montrose is the sole owner of an unincorporated tract of land described below which area is proposed to be annexed as the Public Works Shop Addition and which is not solely a public street or right-of-way, and

WHEREAS, such property is eligible for annexation pursuant to C.R.S. §§ 31-12-104(1)(a) - 105, and

WHEREAS, all applicable requirements of the Montrose Municipal Code and Charter have been fulfilled, and

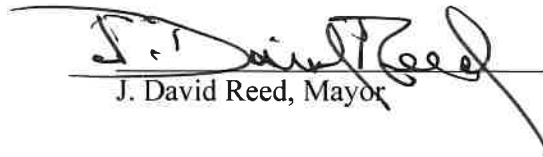
WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965 without Notice or Hearing,

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

The property described on **Exhibit A** hereto which is solely owned by the City of Montrose and which is not solely a public street or right-of-way is hereby annexed to the City of Montrose, Colorado, to be known as the Public Works Shop Addition.

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 6th day of August, 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 6th day of August, 2024.


J. David Reed, Mayor

ATTEST:


Briceida Ortega, Deputy City Clerk



INTRODUCED, READ and ADOPTED on second reading this 20th day of August, 2024.

J. David Reed, Mayor

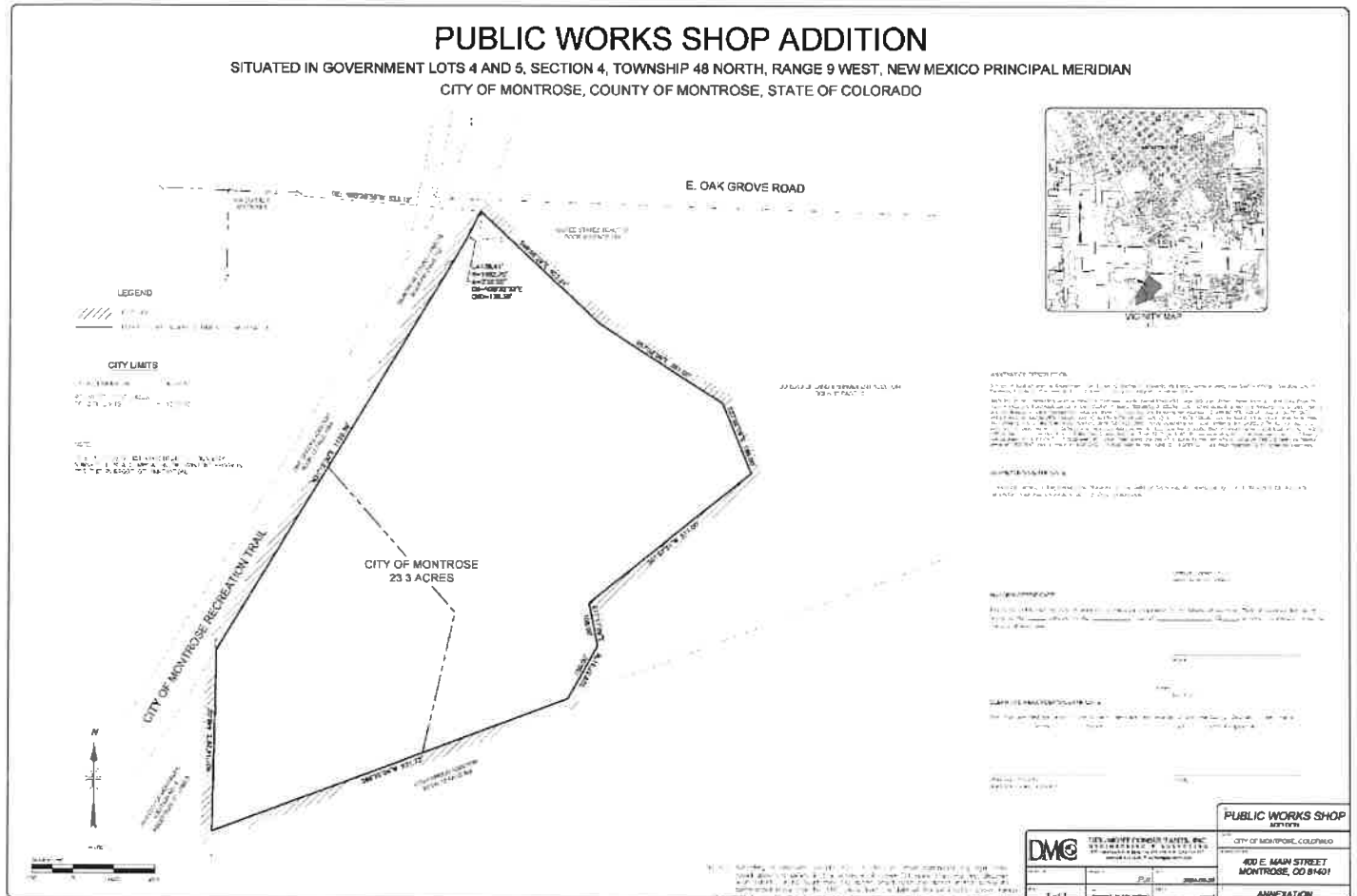
ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

PUBLIC WORKS SHOP ADDITION

SITUATED IN GOVERNMENT LOTS 4 AND 5, SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



ORDINANCE NO. 2667

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE PUBLIC WORKS SHOP ADDITION AS A "P," PUBLIC DISTRICT.

WHEREAS, the Public Works Shop Addition has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

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

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

The Official Zoning Map is hereby amended to designate the Public Works Shop Addition, according to the Official Annexation Map thereof, as a "P," Public District.

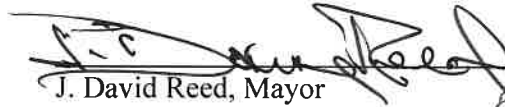
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 6th day of August, 2024, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 6th day of August, 2024.

ATTEST:



Briceida Ortega, Deputy City Clerk



J. David Reed, Mayor



INTRODUCED, READ and ADOPTED on second reading this 20th day of August, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: August 20, 2024
RE: Rio Grande Right of Way 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:

July 1:	Council Work Session Overview
July 24:	Planning Commission zoning hearing
August 6:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
August 20:	2nd reading of annexation and zoning ordinances

Application Background:

The Public Works Shop Addition is a proposed annexation approximately 1.14 acres in size. The annexation consists of a portion of the ROW in S Rio Grande Ave. 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 clean up City boundaries. An Annexation Agreement is not required.



Proposed Zoning: “P” Public District

Applicant: City of Montrose

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 not required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 11-7-12 (B), Zoning of Additions: The zoning of additions 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.
 - iii. The City shall not impose conditions on the zoning of an addition unless otherwise required by this Title.
 - b. Municipal Code, Section 11-7-5: The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “P” Public District, “R-3” Medium Density District, “I-1” Light Industrial District, and areas outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Public Works Shop Addition as Residential Mixed Density Medium. The Residential Mixed Density Medium district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The majority of the



mixed-density medium residential land uses are designated in areas that are not yet developed.

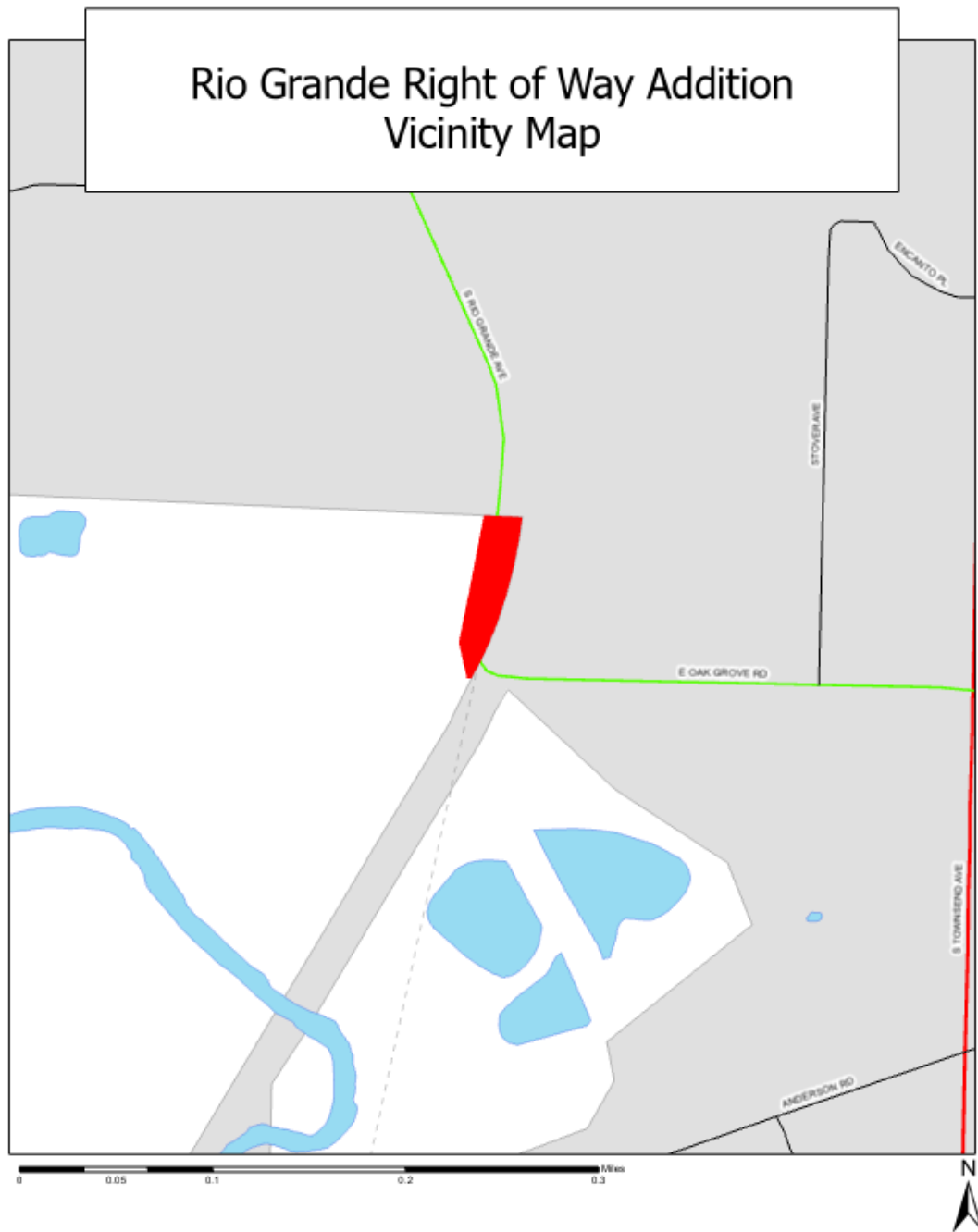
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
6. The “P” zoning does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation:

Staff recommends approval of the annexation and the “P” Public District zoning designation.



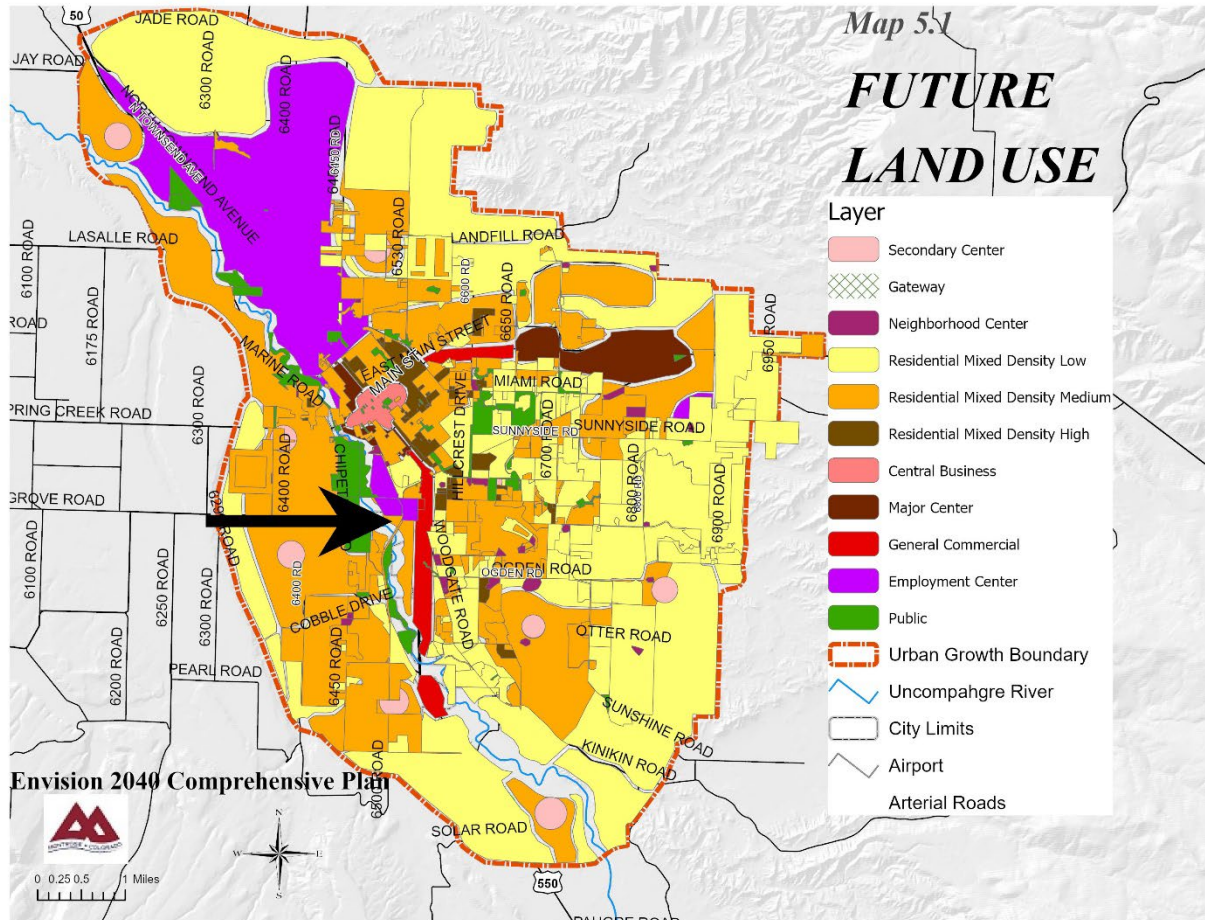
EXHIBIT A: Maps



Rio Grande Right of Way Addition Proposed Zoning: "P" Public District



Comprehensive Plan Future Land Use Map



RIO GRANDE RIGHT OF WAY ADDITION

SITUATED IN THE SW1/4, SECTION 34, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
AND IN GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LEGEND

- //// CITY LIMITS
- PROPERTY BOUNDARY / LIMITS OF ANNEXATION
- (A) RIGHT-OF-WAY, BOOK 542 PAGE 801
- (B) REMNANT AREA NOT DESCRIBED IN DEED, BOOK 558 PAGE 754 & BOOK 614 PAGE 192
- (C) TRACT A, RECEPTION NO. 934842
- (D) RIGHT-OF-WAY, BOOK 542 PAGE 800
- (E) MITCHELL TO CITY OF MONTROSE, RECEPTION NO. _____
- (F) MITCHELL TO CITY OF MONTROSE, RECEPTION NO. _____

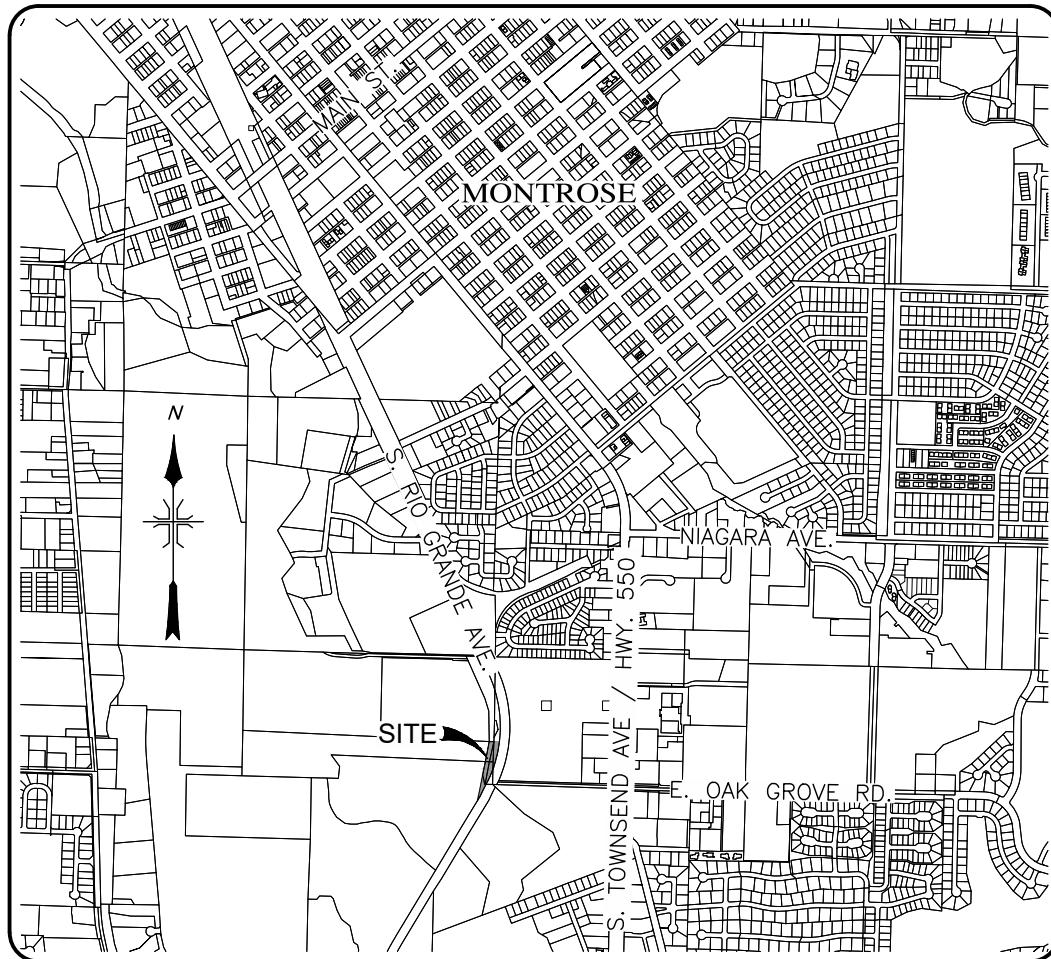
CITY LIMITS

TOTAL PERIMETER = 1357.36'

PERIMETER CONTIGUOUS TO CITY LIMITS = 746.54

NOTE:

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



VICINITY MAP
N.T.S.

ANNEXATION DESCRIPTION

A tract of land situated in the SW1/4 SW1/4, Section 34, Township 49 North, Range 9 West, and in Government Lot 4, Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of a dedicated Right-of-Way, Book 542 Page 800, from whence the Northwest corner of said Section 4 bears S80°37'58"W 492.52 feet; Thence N10°50'11"E 162.50 feet coinciding with the Westerly line of said Right-of-Way to the Southwest corner of a dedicated Right-of-Way Book 542 Page 801; Thence N10°50'11"E 212.10 feet coinciding with the Westerly line of said Right-of-Way to a point on the South line of the Colorado Ute Addition No. 3, Book 12 Page 148; Thence along said South line S88°06'50"E 47.65 feet to a point on the Two Creeks Addition, Book 12 Page 1593. Thence coinciding with the Westerly line of said Two Creeks Addition the following three courses: 1) S88°06'50"E 57.20 feet; 2) 600.19 feet along the arc of a curve to the right with a radius of 1362.70 feet, an interior angle of 24°52'13", and a chord of 518°46'23"W 595.49 feet; 3) Thence S31°12'30"W 61.31 feet to the Southwest corner of a dedicated Right-of-Way, Reception No. _____; Thence N10°50'11"E 256.35 feet along said Right-of-Way to the POINT OF BEGINNING. Said tract contains 49,513 square feet, or 1.14 acres as described.

SURVEYOR'S CERTIFICATE

I, Nicholas Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify RIO GRAND RIGHT OF WAY ADDITION Annexation Map was prepared under my direct supervision.

Nicholas Barrett, P.L.S.
Registration No. 38037

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Montrose.

Mayor

Attest: _____
City Clerk

CLERK AND RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. W Montrose, CO 81401
www.del-mont.com service@del-mont.com

FIELD BOOK:

DRAWN BY:

DATE:

PJI

2024-03-26

SHEET:

FILE:

JOB NO.:

TYPE:

1 of 1

24003V_ANNX-MITCH

24003

ANNEXATION

TITLE
RIO GRANDE RIGHT OF WAY
ADDITION

CLIENT
CITY OF MONTROSE, COLORADO

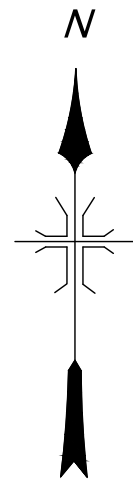
ADDRESS & PHONE
400 E. MAIN STREET
MONTROSE, CO 81401

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.

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24003-COM 2024-ON-CALL\MITCHELL ANNEX\C3D\24003V_ANNX-MITCH.DWG

NW CORNER
SECTION 4

T49N
T48N



1" = 40'

Scale in feet

40' 0 40' 80'

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.

(H) *Schedule of Mixed Use, Commercial and Industrial Zone District Uses.*

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
Commercial uses other than the uses by right in this zone district which comply with the								C	



performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5(D)(1).									
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a) All fuel storage, except propane, shall be located underground. (b) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C		
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			
Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P								
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								

Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied				C	C	C			
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			
<i>INDUSTRIAL USES</i>									
Above ground storage facilities for hazardous fuels						P			P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities						P			P
Feed storage and sales establishments						P			P
Manufacturing and non-manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P

Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
<i>INSTITUTIONAL USES</i>									
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, "daytime" shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. "Night" shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			
Museums and visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
<i>RECREATIONAL USES</i>									

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

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



ORDINANCE NO. 2668

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF RIO GRANDE RIGHT OF WAY ADDITION.

WHEREAS, the City of Montrose is the sole owner of an unincorporated tract of land described below which area is proposed to be annexed as the Rio Grande Right of Way Addition and which is not solely a public street or right-of-way, and

WHEREAS, such property is eligible for annexation pursuant to C.R.S. §§ 31-12-104(1)(a) - 105, and

WHEREAS, all applicable requirements of the Montrose Municipal Code and Charter have been fulfilled, and

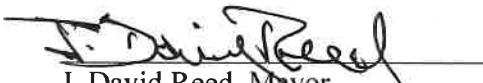
WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965 without Notice or Hearing,

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

The property described on **Exhibit A** hereto which is solely owned by the City of Montrose and which is not solely a public street or right-of-way is hereby annexed to the City of Montrose, Colorado, to be known as the Rio Grande Right of Way Addition.

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 6th day of August, 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 6th day of August, 2024.


J. David Reed, Mayor

ATTEST:


Briceida Ortega, Deputy City Clerk



INTRODUCED, READ and ADOPTED on second reading this 20th day of August, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

RIO GRANDE RIGHT OF WAY ADDITION

SITUATED IN THE SW1/4, SECTION 34, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
AND IN GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

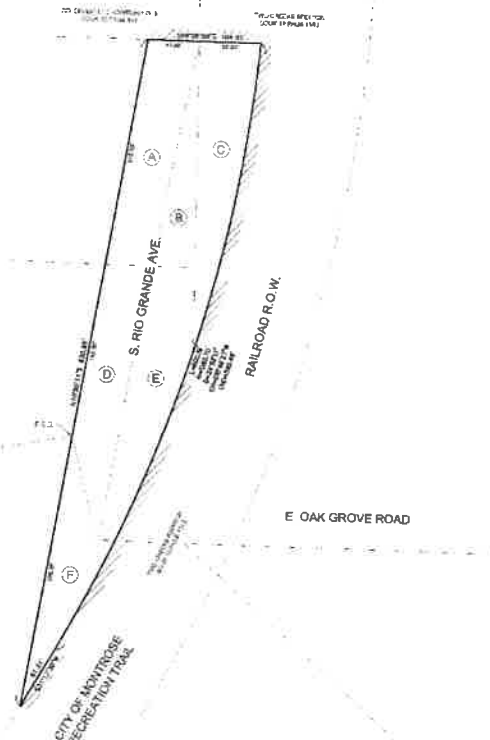


- LEGEND**
- (A) PROPOSED RIGHT OF WAY ADDITION
 - (B) EXISTING RIGHT OF WAY
 - (C) EXISTING RIGHT OF WAY
 - (D) EXISTING RIGHT OF WAY
 - (E) EXISTING RIGHT OF WAY
 - (F) EXISTING RIGHT OF WAY

CITY LIMITS

1/4 SECTION 34, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN

1/4 SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN



NOTES

1. THE PROPOSED RIGHT OF WAY ADDITION IS SHOWN IN RED ON THIS MAP.

2. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

3. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

NOTES

1. THE PROPOSED RIGHT OF WAY ADDITION IS SHOWN IN RED ON THIS MAP.

2. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

3. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

NOTES

1. THE PROPOSED RIGHT OF WAY ADDITION IS SHOWN IN RED ON THIS MAP.

2. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

3. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

NOTES

1. THE PROPOSED RIGHT OF WAY ADDITION IS SHOWN IN RED ON THIS MAP.

2. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

3. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

NOTES

1. THE PROPOSED RIGHT OF WAY ADDITION IS SHOWN IN RED ON THIS MAP.

2. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

3. THE EXISTING RIGHT OF WAY IS SHOWN IN BLACK ON THIS MAP.

RIO GRANDE RIGHT OF WAY	
CITY OF MONTROSE, COLORADO	
400 E. MAIN STREET	
MONTROSE, CO 81401	
ANNEXATION	

ORDINANCE NO. 2669

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE RIO GRANDE RIGHT OF WAY ADDITION AS A "P", PUBLIC DISTRICT.

WHEREAS, the Rio Grande Right of Way Addition has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, the owners of such property have requested zoning which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

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

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

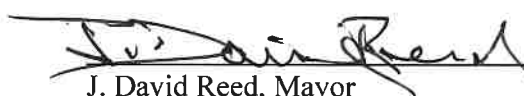
The Official Zoning Map is hereby amended to designate the Rio Grande Right of Way Addition, according to the Official Annexation Map thereof, as a "P", Public District.

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 6th day of August, 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 6th day of August, 2024.

ATTEST:


Briceida Ortega, Deputy City Clerk


J. David Reed, Mayor



INTRODUCED, READ and ADOPTED on second reading this 20th day of August, 2024.

J. David Reed, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: Rev. August 5, 2024
RE: 6600 Road Water Service Area Boundary Modification
CC: William Bell, Shani Wittenberg, Chris Dowsey, David Bries

Action

Consider entering into a water service area modification agreement with Tri-County Water Conservancy District to modify boundaries in the vicinity of 6600 Road between Locust and Draft Horse Roads.

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 designed and built for 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 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 City of Montrose and Tri-County Water are interested in modifying the existing water service area boundary along 6600 Road between Locust and Draft Horse Roads as outlined in the attached agreement. The service area modification has the following drivers:

1. As residential growth has continued to occur in this quadrant of the City and fire-protection standards have increased over time, modeling indicates that Tri-County’s water system would not be able to provide urban levels of fire protection for this area going into the future.

2. The City is aware of several property owners seeking to construct residential housing developments within the proposed service area modification that would require City water for fire protection. This includes areas near Locust Road that are zoned R-4 (high density) and two developments that are currently going through the City's subdivision process.
3. The majority of the City's current water distribution system north of San Juan Avenue is currently fed by a single 6 inch water main in 6530 Road with no backup. This leaves the area vulnerable; a break in this mainline could leave hundreds of water customers without water while repairs are made. In recognition of this lack of redundancy, the City's water master plan recommended the construction of a new mainline connection down 6600 Road as a high-priority capital project.

The proposed service area modification would include a new City of Montrose water transmission main down 6600 Road between Locust and Draft Horse Roads to provide a secondary feed to the area, service future development (which helps to recapture cost of the mainline extension), and support the construction of an emergency fire flow interconnect between the City and Tri-County systems at its northern end. This mainline extension project is currently proposed in the 2025 City budget.

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 currently 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 300 acre-feet of water to spare following full buildout. Said another way, at this time it appears that 300 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 and do account for recent service area expansions approved in 2023/2024.

Of this available 300 acre-feet, it is anticipated that the potential development within the service area modification boundary could potentially utilize all of it if high-density development were to occur within the area. It should be noted that water resource modeling is routinely updated to account for the actual development/usage patterns that are occurring and to determine if additional water resources would be available for future service area modification requests that may arise. At this time, there are no known outstanding requests for service area modifications.

Impact on Water Customers

Within the proposed service area modification, there are currently customers located within City Limits being serviced by Tri County Water. This includes several individual residences along 6600 Road between Locust and Draft Horse and all residences along Draft Horse Road. Once the new City mainline is constructed, it is proposed that all water customers currently within the proposed service area

modification and within City limits would be switched over to City water service and be billed according to the City's fee schedule going forward. All water customers within Montrose County would be connected to the City main but would continue to be billed by Tri County water according to their fee schedule. The City would then bill Tri County for water supplied to their meters within this area. As development/annexations occur within the modified service area, the future customers would be serviced by City of Montrose water.

The difference in water rates between the City of Montrose and Tri-County is summarized in Table 1 below for a typical residential meter.

TABLE 1
Comparison of Water Rates

Element	Tri County Water	City of Montrose
Base Charge	\$18.00 every two months	\$20.94 every month
Usage	\$3.70 per 1,000 gallons	\$4.40 per 1,000 gallons
Tap and Capacity Fees for New Connection (New Construction Only)	\$11,000.00	\$3,052.00

As shown in Table 1, the City's rate structure will result in a higher monthly cost to the water customer. The difference in rate structures between the City of Montrose and Tri County stems from the difference in hydraulic capacity that the systems are built for (City system is built to a full fire protection standard) and also due to differences in revenue sources (Tri-County Water receives a mill levy in addition to usage charges). To provide a feel for the resulting differences in customer's water bills, Table 2 summarizes the anticipated difference based on the customer's water usage.

TABLE 2
Comparison of Monthly Cost based on Water Usage

Monthly Water Usage (gal)	Tri County Cost (equivalent monthly)	City of Montrose Cost	Difference
5,000	\$27.50	\$42.94	\$15.44
10,000	\$46.00	\$64.94	\$18.94
20,000	\$83.00	\$108.94	\$25.94
30,000	\$120.00	\$152.94	\$32.94

It should also be noted that water rates are anticipated to rise for both Tri County and the City of Montrose in the coming years as necessary to fund the new southern treatment plant.

Tri-County Board Consideration

The agreement was considered by the Tri County Water board of directors at their July 17, 2024 regular meeting. It was approved with a split vote (6 for, 5 against). It is our understanding that the primary concern of board members against entering into the agreement was regarding the loss of potential water revenue and the lack of compensation (buy out) to accompany the district change.

**CITY OF MONTROSE & TRI-COUNTY WATER CONSERVANCY DISTRICT
6600 ROAD SERVICE AREA MODIFICATION AGREEMENT - DRAFT**

This Service Area Modification Agreement (the “Agreement”) is entered into and effective as of the _____ day of _____, 2024 by and between the City of Montrose, Colorado, a Colorado home rule municipal corporation, hereinafter referred to as the “City” and the Tri-County Water Conservancy District, a Water Conservancy District organized and existing pursuant to the laws of the State of Colorado, hereinafter referred to as “Tri-County”; the aforementioned entities may sometimes be collectively referred to as the “Parties.”

RECITALS

Both the City and Tri-County purchase treated domestic water wholesale from the Project 7 Water Authority and distribute to their respective customers.

With some exceptions, the City and Tri-County distribute water within their respective service area boundaries. These are managed through a service area agreement between the Parties which was last revised in 1999 and creates a process to amend boundaries through mutual agreement by both parties (“1999 Service Area Agreement”). The parties have used this process several times since the effective date of the 1999 service area agreement and shall continue to partner and modify service area boundaries to create the most cost effective and efficient water systems for both parties. Service area boundaries do not necessarily follow the City’s municipal or growth area boundaries.

City subdivisions are present and proposed within Tri-County’s water service area that must meet modern fire protection standards stipulated by the Montrose Fire Protection District (“Minimum Fire Flow”) and as required by the City’s subdivision regulations, engineering specifications, and fire-protection codes.

Tri-County, by its Operating Policy, does not guarantee a minimum fire flow or pressure at any fire hydrant within its water distribution system.

The City is currently experiencing a shortage of housing and, as a result, has an interest in working to ensure housing development can continue to occur with sufficient fire protection.

During the summer months when overall water demands are high, the City and Tri-County staff have observed that code-required minimum fire flow within the Bear Creek Subdivision and surrounding area cannot be achieved through Tri-County’s water distribution system alone.

In response to the observed fire-flow availability, the City and Tri-County entered into an emergency interconnect agreement on January 13, 2023 (“Interconnect Agreement”). Under the framework of this agreement, the City installed and placed into service an interim interconnect at the intersection of Draft Horse and Barnwood Roads in late 2023 (“Interim Interconnect”).

High density residential development is currently proposed alongside 6600 Road between Locust and Draft Horse Roads in locations currently within Tri-County's water service area ("6600 Road Developments").

As buildout of the Bear Creek subdivision continues and once the 6600 Road Developments occur, it is expected that the Interim Interconnect at Draft Horse/Barnwood Roads will not be sufficient to meet fire flow demands for the area.

Now, therefore, in consideration of the above recitals, and the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. The existing City water service area boundary shall be expanded as shown in Exhibit A to generally encompass the proposed 6600 Road Developments and allow this area to be serviced by the City.
2. The City shall construct a new 12 inch mainline along 6600 Road in general conformance with the alignment shown in Exhibit A ("City Mainline"). The City Mainline will provide service and fire protection to the proposed 6600 Road Developments, will have the secondary benefit of providing a redundant feed to nearby portions of the City's water distribution system, and will also serve as the supply line for a new interconnect to be located at 6600 Road and Draft Horse.
 - a. The City Mainline shall be constructed as a replacement of the existing Tri-County 14-inch asbestos-cement waterline south of Draft Horse Road. Once the City Mainline is constructed, existing services on the Tri-County waterline will be changed over to the City Mainline and the existing Tri-County waterline shall be abandoned.
 - b. Existing Tri-County water customers within the City service area boundary modified herein that are located outside of Montrose City Limits shall remain as Tri-County water customers but will be serviced by the City Mainline. Tri-County shall compensate the City for water usage by these customers according to the wholesale Project 7 water rate plus 5 percent. The City and Tri-County shall coordinate meter reading/usage data as necessary to facilitate customer and wholesale billing. This is expected to include **six** existing meters.
 - c. Any properties serviced by the City Mainline, within City Limits, and within the City service area boundary modified herein shall become City water customers concurrent with construction of the City Mainline. City shall be responsible for all outreach, communication, meter swaps, and billing changeovers associated with this change. This is expected to include **five** existing meters.
 - d. The new City Mainline shall connect to the existing Tri-County waterline on Draft Horse Road, the City shall become the owner and operator of this line, and existing customers on Draft Horse Road shall become City water customers. City shall be responsible for all outreach, communication, meter swaps, and billing changeovers associated with this change. At this time, this is expected to include **25** existing meters.

- e. The City shall install pressure reducing valves in a standalone meter pit immediately downstream of existing water meter pits for any water services changing over to the City Mainline that do not currently include a pressure reducing valve on their plumbing. Because the City Mainline is expected to be higher pressure than the Tri-County distribution system, these pressure reducing valves will give water customers the option to reduce pressure on their service. City shall coordinate with homeowners to advise them of the installation and initial pressure settings.
 - f. As annexations, development, and redevelopment occur within the City service area boundary modified herein, all new water customers shall connect to and be serviced by City water.
 - g. The City shall construct an emergency permanent interconnect between the City and Tri-County water systems at the intersection of Draft Horse and 6600 Roads on the northern end of the City Mainline. This shall be designed and constructed in general conformance with the January 2023 Interconnect Agreement but at the updated location.
 - h. The City shall design and construct the City Mainline and associated infrastructure as soon as practicable and as budget approvals allow. At this time, construction is tentatively scheduled for the summer of 2025.
3. Both Parties consider the proposed service area modification, associated City Mainline, and water system interconnect to be mutually beneficial given the improvement to fire protection for the area, improvements to system reliability, allowance for continued development within both water service areas, and its role in helping to address our community's housing needs. As a result, no monetary compensation is proposed between the Parties as part of this Agreement with the exception of water usage billing discussed in Section 2.b above and emergency interconnect billing (if any) discussed in the Interconnect Agreement. This shall satisfy as appropriate compensation pursuant to Section 7 of the 1999 Service Area Agreement.
4. The City agrees to release and hold harmless Tri-County, its officers and employees, and to be solely responsible for any liability, loss and expense on account of injury, claim or damage resulting from the actions or omissions of the City, or any employee, agent or assignee of the City, which arise out of or are in any manner connected with this Agreement. Tri-County agrees to release and hold harmless the City, its officers and employees, and to be solely responsible for any liability, loss and expense on account of injury, claim or damage resulting from the actions or omissions of Tri-County, or any employee, agent or assignee of Tri-County, which arise out of or are in any manner connected with this Agreement. The Parties are public entities governed by the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, *et seq.* (the "Act"). Notwithstanding any other provision of this Agreement to the contrary, no term or condition hereof shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Act, as now or hereafter amended. The Parties understand and agree that liability for claims of injury to persons or property arising out of acts of public entities, their officers and employees, are controlled and limited by provisions of the Act, as now or hereafter amended, which

provisions are hereby incorporated and made a part of this Agreement.

5. This Agreement shall not be construed to create a financial obligation extending beyond any current fiscal year. The Parties' expenditure of any monies necessary to fulfill the terms of 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.
6. Only the Parties shall have enforceable rights and remedies under this Agreement; there shall be no enforceable rights or remedies conferred upon any third party. The Parties reserve the power to modify, renew, or terminate this Agreement without the consent of any third party.
7. Each Party hereto agrees to cooperate in good faith in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.
8. The Parties may not amend this Agreement, except by written agreement of the Parties that identifies itself as an amendment to this Agreement.

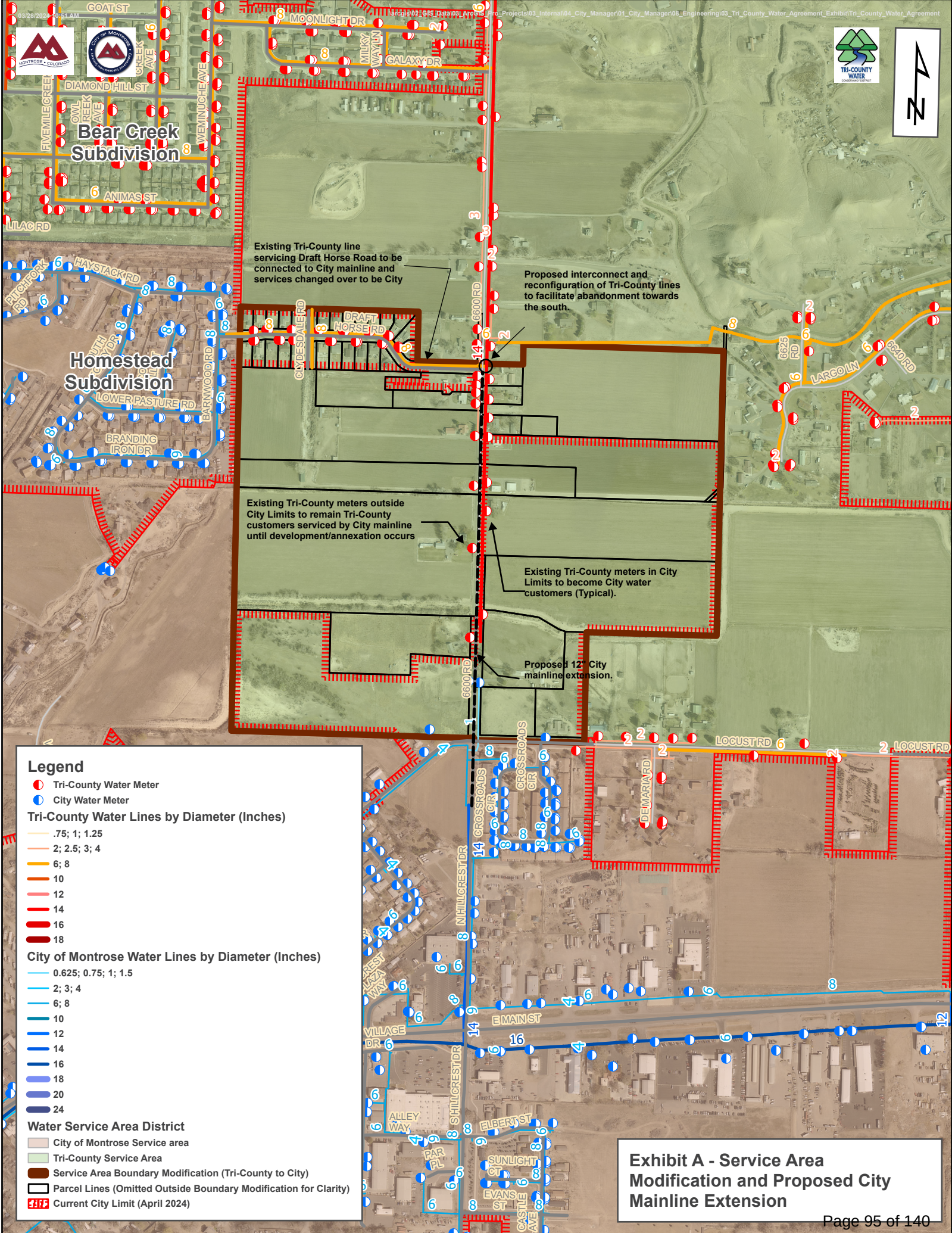
This Modification Agreement shall be deemed effective as of the date of the execution and for the term of the 1999 Service Area Agreement unless earlier modified, extended, or amended by written agreement signed by both parties.

CITY OF MONTROSE

**TRI-COUNTY WATER
CONSERVANCY DISTRICT**

William Bell, City Manager

Jerry M. Young, General Manager



Legend

- Tri-County Water Meter
- City Water Meter

Tri-County Water Lines by Diameter (Inches)

- .75; 1; 1.25
- 2; 2.5; 3; 4
- 6; 8
- 10
- 12
- 14
- 16
- 18

City of Montrose Water Lines by Diameter (Inches)

- 0.625; 0.75; 1; 1.5
- 2; 3; 4
- 6; 8
- 10
- 12
- 14
- 16
- 18
- 20
- 24

Water Service Area District

- City of Montrose Service area
- Tri-County Service Area
- Service Area Boundary Modification (Tri-County to City)
- Parcel Lines (Omitted Outside Boundary Modification for Clarity)
- Current City Limit (April 2024)

Exhibit A - Service Area Modification and Proposed City Mainline Extension

CITY OF MONTROSE
Development Agreement
With
SFP-E, LLC

Table of Contents

1.	PARTIES.....	2
2.	EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	2
3.	RECITALS.....	2
4.	DEFINITIONS.....	2
5.	TERM AND EARLY TERMINATION.....	4
6.	STATEMENT OF WORK AND UNDERSTANDING OF PERFORMANCE.....	4
7.	BREACH.....	5
8.	REMEDIES.....	5
9.	REPRESENTATIONS AND WARRANTIES.....	7
10.	NOTICES AND REPRESENTATIVES.....	8
11.	GENERAL PROVISIONS.....	8
12.	SPECIAL PROVISIONS.....	11
	SIGNATURE PAGE.....	13
	EXHIBIT A – SITE PLAN.....	14
	EXHIBIT B – WATERLINE PROJECT PLANS.....	16

1. PARTIES

This Development Agreement (hereinafter called "Agreement") is entered into by and between the City of Montrose, whose address is 400 East Main Street, Montrose, Colorado 81401 (hereinafter called "City"), SFP-E, LLC, whose address is 20900 Cooley Rd., Bend, OR 97701 (hereinafter called "Grantee").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the City Manager or designee and the Grantee (hereinafter called the "Effective Date"). The City shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the Effective Date, unless expressly provided.

3. RECITALS

A. Authority, Appropriation, and Approval

The City enters into this agreement under authority of the Constitution of the State of Colorado as a home-rule municipality.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

In the interest of promoting, economic development, and local businesses, this Agreement is serving as a specific inducement for Grantee to commit to the location and construction of its local business.

D. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Evaluation

"Evaluation" means the process of examining Grantee's Work and completion is based on criteria as set forth in this Agreement.

B. Employee

"Employee" or "Full Time Position" (FTP) means a person who works in the service of

Grantee or its subsidiaries, under an express or implied contract of hire under which the employer has the right to control the duties of work performance.

C. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

D. Agreement

“Agreement” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, City ordinance and City Fiscal Policies.

E. Grant Funds

“Grant Funds” means funds available for distribution by the City payable by the City to Grantee or a Sub-grantee, pursuant to this Agreement.

F. Party or Parties

“Party” means the City or Grantee and “Parties” means both the City and Grantee.

G. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria set forth in this agreement.

H. Services

“Services” means the Funds or Work to be contributed by the City pursuant to this Agreement.

I. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations under this Agreement.

J. Work or Project

“Work” or “Project” means the tasks and activities described in Sections 6.C. and 6.D. below.

K. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

A. Initial Term and Work Commencement

The Parties' respective performances under this Agreement shall commence on the Effective Date and this Agreement shall terminate on June 30, 2026 unless sooner terminated or further extended as specified elsewhere herein. Grantee shall obtain a building permit, signifying the beginning of work, no later than January 1, 2025.

B. Obligations Non-Transferrable and Sale of the Property

Grantee's rights and obligations under this Agreement are personal and nontransferable, except to Sub-grantees. If the property subject to this Agreement is no longer the location of the business or the nature of the project changes, it shall be a breach of this Agreement. The duties of this Agreement shall survive such a sale of the property.

6. STATEMENT OF WORK AND UNDERSTANDING OF PERFORMANCE

A. Completion

City shall perform or pay for the Work and Services as outlined in Section 6.C. below. Provided that Grantee is approved for a building permit, Grantee shall endeavor to complete the Work described in Section 6.B. and D. below on or before June 30, 2026.

B. Grantee's Obligation;

In consideration for the Services described in Section 6.C. below, Grantee shall construct (or cause to be constructed) a Les Schwab Tire Center by June 30, 2026 (the "Completion Date"), in general conformance with the site plan attached as Exhibit A. Grantee shall have sole responsibility for and control over the design, development, and construction of the Project.

C. Infrastructure; Work

The City agrees to complete as an in-kind contribution or reimburse for costs of the Services described in the following table.

Description of Work	In-Kind Contribution	Maximum Reimbursement*
Montrose Drive Waterline Interconnect and Off-Site Mainline Waterline Installation (see Exhibit B)	\$334,037	N/A
Montrose Drive Right of Way Sidewalk Replacements (see Exhibit A)	\$30,000	N/A
Offsite Mainline Sewer Installation (See Exhibit A)	N/A	\$368,582
Totals:	\$364,037	\$368,582

* City shall reimburse Grantee or their contractor for actual costs incurred by Grantee in completing the described Work up to the maximum reimbursement listed and in accordance with §8.D.i.

City shall pay for the Services described above upon task completion. Grantee shall reasonably cooperate with City in the completion of such Services.

7. BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach of this Agreement. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in § 9. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the aggrieved Party may exercise any of the remedies set forth in § 8. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

8. REMEDIES

If Grantee is in breach under any provision of this Agreement, the City shall have all of the remedies listed in this § 8 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in § 7(B). The City may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required by this Agreement following the applicable notice and cure period, the City, at its option, upon written notice to Grantee, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the City of this right shall not be deemed a breach of its obligations hereunder.

Grantee shall continue performance of this Agreement to the extent not terminated, if any.

B. If Grantee fails to complete the project, Grantee shall reimburse the City for all amounts paid by the City to Grantee for completed work and in-kind contributions up to the amount set forth in Section 6.C. above. Nothing herein shall be construed to limit or otherwise restrict Grantee's ability to sell, lease, mortgage, or otherwise dispose of all or any portion of the Parcel following the Completion Date.

C. If the City terminates the Agreement as set forth herein, Grantee may continue with the Project at its own expense.

D. Payments

i. The City shall reimburse Grantee for the amounts specified in Section 6.C. above only for accepted performance within thirty (30) days after issuance of Certificate of Occupancy, through the effective date of termination. Should Grantee not obtain a Certificate of Occupancy prior to June 30, 2026, Grantee shall not be reimbursed any amounts specified in Section 6.C. If, after termination by the City, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein, and the City shall promptly reimburse Grantee for amounts specified in Section 6.C.

ii. Damages and Withholding
Notwithstanding any other remedial action by the City, Grantee also shall remain liable to the City for any damages sustained by the City by virtue of any breach under this Agreement by Grantee and the City may withhold any payment to Grantee for the purpose of mitigating the City's damages, until such time as the exact amount of damages due to the City from Grantee is determined.

E. Remedies Not Involving Termination

The City, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Withhold Payment
Withhold payment or make a partial payment to Grantee until corrections in Grantee's performance of the Work are satisfactorily made and completed, provided that City promptly notifies Grantee in writing of the City's disapproval of the Work.

ii. Deny Payment

Deny payment for those obligations not performed as set forth in this Agreement; provided that any denial of payment shall be reasonably related to the value to the City of the obligations not performed.

iii. Intellectual Property

If Grantee infringes on a patent, copyrights, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Grantee shall, at the City's option (a) obtain for the City or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the City.

9. REPRESENTATIONS AND WARRANTIES

The Grantee has written consent of the real property owner to make any and all improvements on the real property that are considered by this Grant and has full power, right and authority, and any approval required by law, to make and enter into this Agreement.

Grantee makes the following specific representations and warranties, each of which was relied on by the City in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this grant, or any part thereof, and to bind Grantee to its terms. If requested by the City, Grantee shall provide the City with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without

reimbursement by the City or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

10. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not lieu of a hard-copy notice, notice also may be sent via e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. City of Montrose:

William E. Bell, City Manager
or Current City Manager
400 E. Main Street
Montrose, CO 81401
Ph: 970-240-1400
Email:
wbell@Cityofmontrose.org

cc: Chris Dowsey, City Attorney
or Current City Attorney
400 E. Main Street
Montrose, CO 81401
Ph: 970-240-1440
Email:
bmorris@Cityofmontrose.org

B. Grantee:

SFP-E, LLC
Attn: Real Estate
P.O. Box 5350
Bend, Oregon 97708

11. GENERAL PROVISIONS

A. Assignment and Sub-grants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without prior, written consent of the City. Any attempt at assignment, transfer or sub-granting without such consent shall be void as will be this Agreement. All

assignments, Sub-grants, or Sub-grantees approved by Grantee or the City are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance. Ownership transfers in excess of 20% will require the City's approval in writing. This approval will not be unreasonably withheld.

B. Binding Effect

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representative, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior to contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification – General

To the fullest extent permitted by law, the Grantee 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 Grantee or any Sub-grantee of the Grantee, or any officer, employee, or agent of the Grantee or any Sub-grantee, or any other person for whom Grantee is responsible. The Grantee 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 Grantee'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.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Montrose.

H. Modification

- i. Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and City ordinances.
- ii. **By Operation of Law**
This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

I. Order Precedence

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Special Provisions;
- ii. The provisions of the main body of this Agreement ; and
- iii. Exhibit A

J. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the City if Grantee fails to perform or comply as required.

L. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement , or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

12. SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. City APPROVAL.

This Agreement shall not be deemed valid until it has been approved by the City of Montrose City Manager and Montrose City Council.

B. GOVERNMENTAL IMMUNITY.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. § 24 10 101 et seq.,) as from time to time amended, or otherwise available to the City.

C. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agents or employee of Grantee shall be deemed to be an agent or employee of the City. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, expressed or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the City, and (c) be solely responsible for its acts and those of its employees and agents.

D. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

F. BINDING ARBITRATION PROHIBITED.

The City does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

G. SOFTWARE PIRACY PROHIBITION.

The City or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the City determines the Grantee is in violation of this provision, the City may exercise any remedy available at law or in equity or under this Grant, including without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

The signatories aver that to their knowledge, no employee of the City has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

I. 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.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the City is relying their representations to that effect.

CITY OF MONTROSE

GRANTEE

By: _____
William E. Bell, City Manager

By: _____

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William E. Bell, City Manager, City of Montrose.

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

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

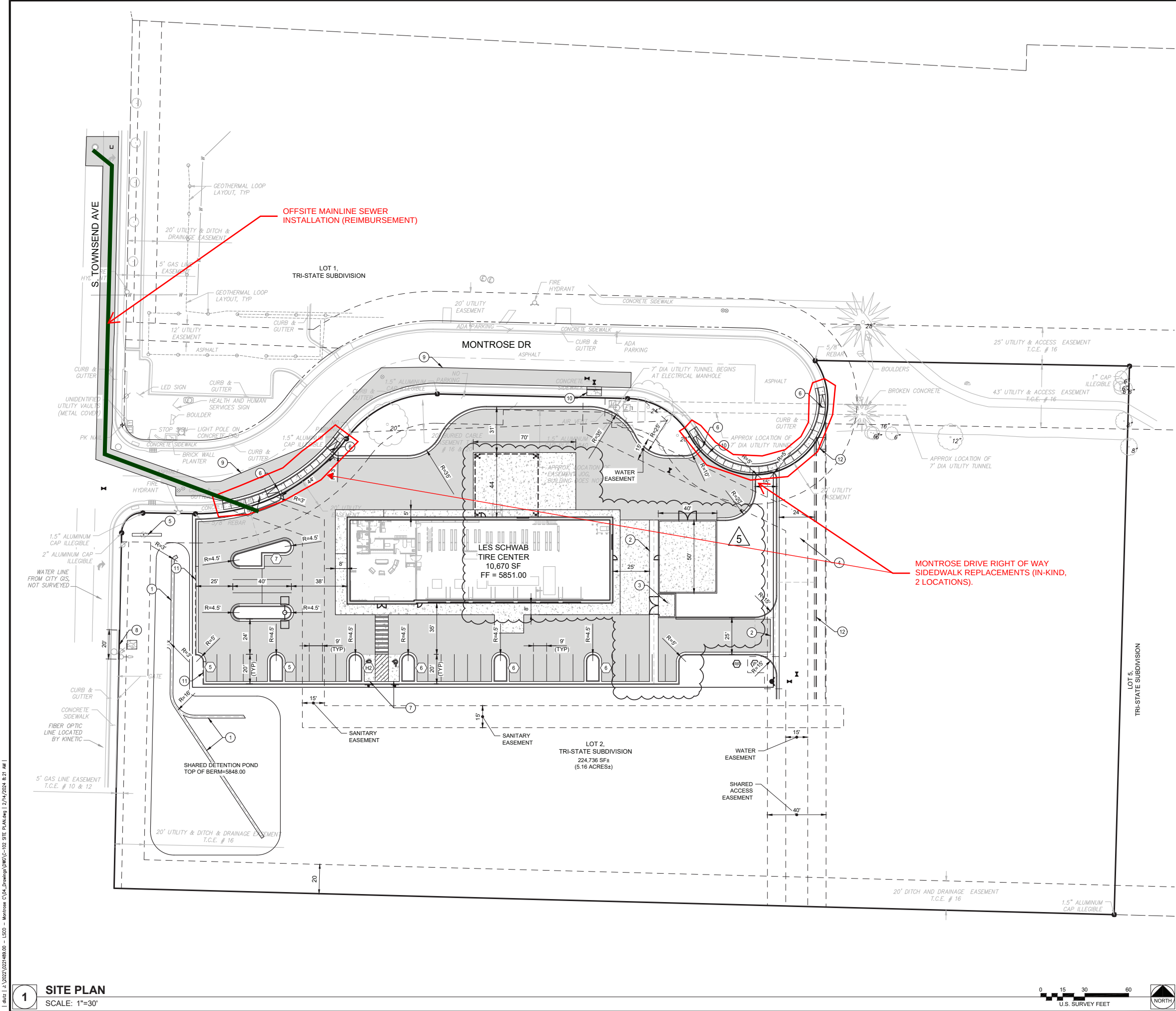
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by,

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

(Seal)

Notary

EXHIBIT A – SITE PLAN



KEYNOTES

- 2" CONCRETE PAN
- 6" CONCRETE PAN, SEE DETAIL ON SHEET C-501
- TRASH ENCLOSURE
- FUTURE SHARED ACCESS DRIVE, PLACE MINIMUM 6" AGGREGATE BASE COURSE
- MONUMENT SIGN, SEE DETAIL ON SHEET C-502
- ADA RAMP
- VAN ACCESSIBLE ADA PARKING STALL WITH SIGN, SEE DETAIL ON SHEET C-601
- 6" CURB SPECIAL, SEE DETAIL ON SHEET C-502
- ASPHALT REMOVAL AND REPLACEMENT FOR UTILITY INSTALLATION
- SIDEWALK REMOVAL AND REPLACEMENT, SEE DETAIL ON SHEET C-502
- SLOTTED CURB, SEE DETAIL ON SHEET C-502
- FUTURE CURB, GUTTER & SIDEWALK TO BE CONSTRUCTED WHEN FUTURE SHARED ACCESS DRIVE IS PAVED

SITE SUMMARY

PERVIOUS AREA:	43,341 SF
IMPERVIOUS AREA:	
BUILDING	10,670 SF
PAVEMENT/SIDEWALK	150,499 SF
TOTAL LOT AREA:	206,387 SF
IMPERVIOUS AREA PERCENTAGE:	78.2 %

PARKING SUMMARY

BUILDING SIZE:	10,670 SF
PARKING REQUIREMENTS:	1 SPACES PER 375 SF
REQUIRED PARKING:	29 SPACES
#STANDARD SPACES:	35 SPACES
#ACCESSIBLE SPACES:	2 SPACES
PROVIDED TOTAL PARKING:	37 SPACES



Farnsworth GROUP

223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:
5 02.13.24 ADDENDUM #1



Permit Set

PROJECT:
LES SCHWAB

LES SCHWAB TIRE CENTER - MONTROSE, CO

1528 MONTROSE DRIVE
MONTROSE, CO 81401

DATE: 09/20/2023

DESIGNED: ENN

DRAWN: DJM

REVIEWED: DKL

FIELD BOOK NO.:

SHEET TITLE:

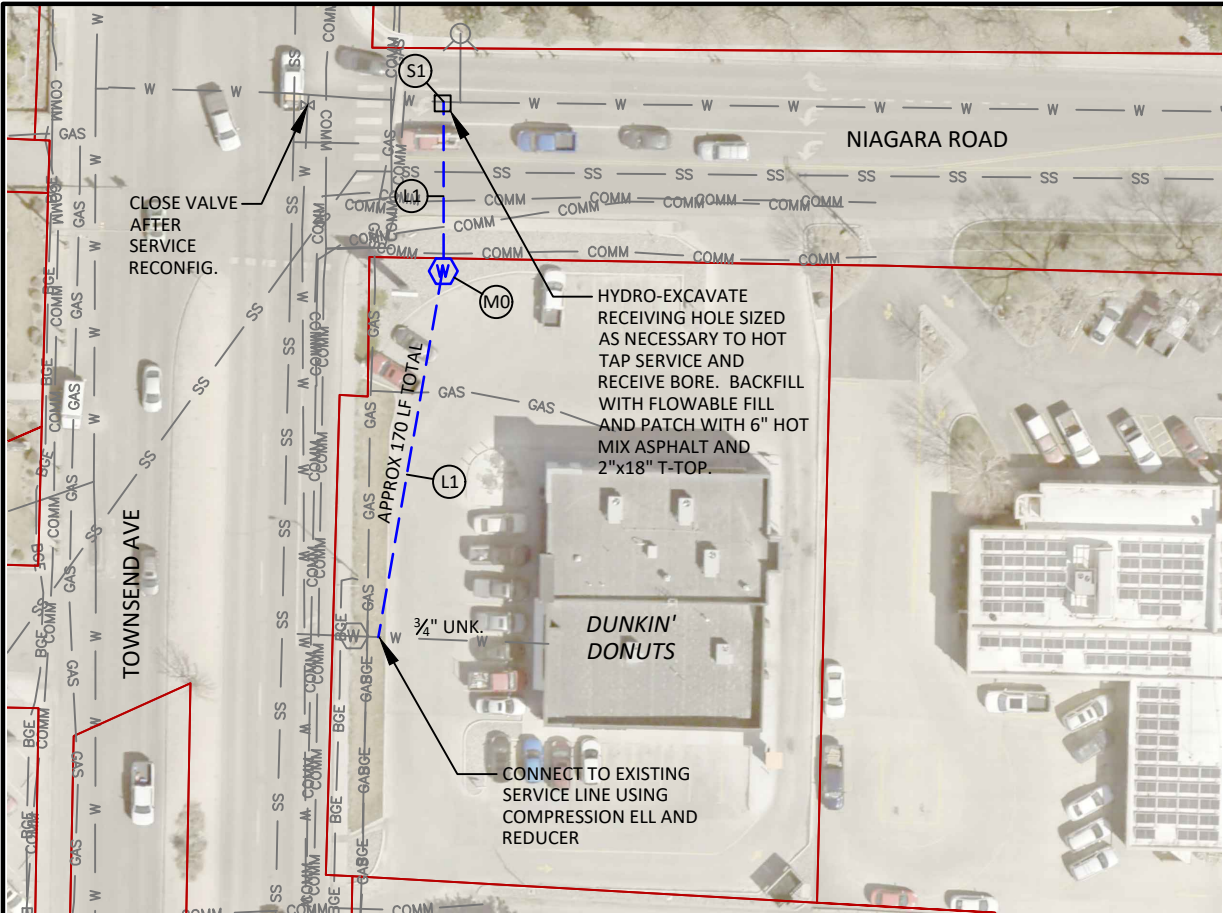
SITE PLAN

SHEET NUMBER:

C-102

PROJECT NO. 2241489.00 Page 110 of 140

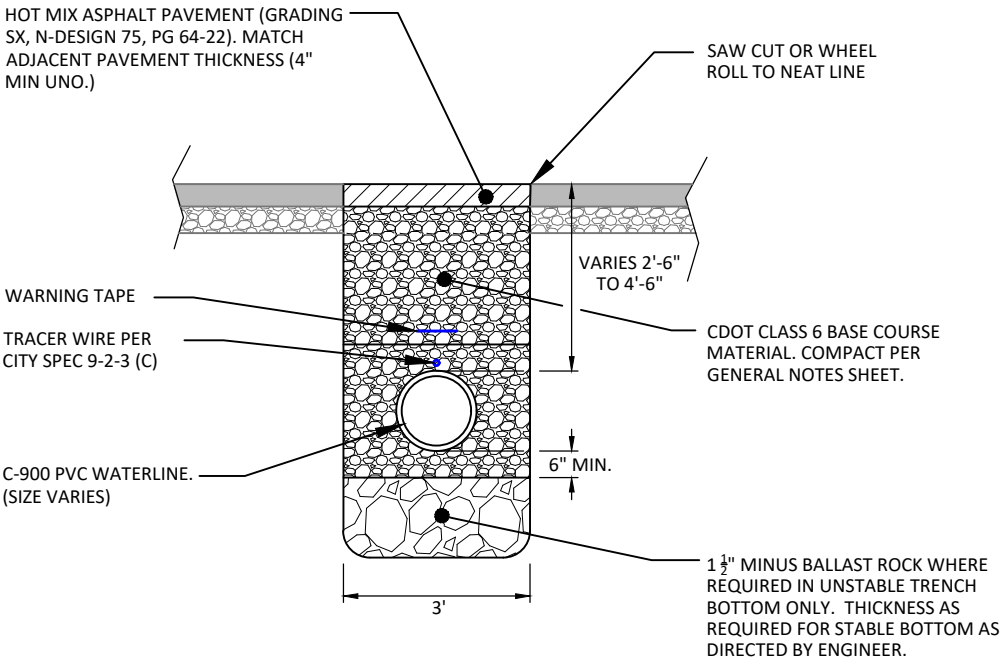
EXHIBIT B – WATERLINE PROJECT PLANS



DUNKIN' DONUTS WATER SERVICE RECONFIGURATION



NEW TOWNSEND LINE TERMINAL POINT
(PERFORM AFTER DUNKIN' SERVICE RECONFIGURATION ABOVE)



TYPICAL MONTROSE DRIVE WATERLINE TRENCH
NTS

SCHEDULE OF PIPE	
Identifier	Description
P6	6" (ID) AWWA C-900 Class 235 (DR18) PVC Pipe
PR6	6" (ID) AWWA C-900 Class 235 (DR18) Certa-Lok PVC Pipe
P8	8" (ID) AWWA C-900 Class 235 (DR18) PVC Pipe
PR8	8" (ID) AWWA C-900 Class 235 (DR18) Certa-Lok PVC Pipe (Dashed Lines to be Directionally Drilled)
L1	1" Pure-Core Service Lateral - Directionally Drilled

SCHEDULE OF FITTINGS			
Identifier	Description	Size (in)	Notes
T6	Tee	6 x 6 x 6	Epoxy coated mechanical restrained joint
T8	Tee	8 x 8 x 8	Epoxy coated mechanical restrained joint
E6	45° or 90° Ell	6 x 6	Epoxy coated mechanical restrained joint
E8	45° Ell	8 x 8	Epoxy coated mechanical restrained joint
R8	Reducer	8 x 6	Epoxy coated mechanical restrained joint
C8	Cap	8	Epoxy coated mechanical restrained joint
SS8	Solid Sleeve Coupling	8 x 8	Epoxy coated mechanical restrained joint
H6	Hymax Coupling	6 x 6	
S1	Service Line Tap	1	CC Thread. See City Standard Detail W-03. Incl. corp stop valve
M0	Meter Pit Assembly	0.75	Incl. curb stop valve, yoke, meter pit, reducer, lid. See City Standard Detail W-03
G6	Gate Valve	6	See City Standard Detail W-10
G8	Gate Valve	8	See City Standard Detail W-10
F6	Fire Hydrant	6	See City Standard Detail W-09. Excl. ell, isolation valve, and lateral paid elsewhere.

FOR BIDDING
PURPOSES ONLY
NOT APPROVED FOR
CONSTRUCTION

CITY OF MONTROSE
ENGINEERING DEPARTMENT



1221 64.50 RD.
MONTROSE, CO 81401
PH: 240-1480 FAX: 252-4780
WWW.CITYOFMONTROSE.ORG

MONTROSE DRIVE
WATERLINE INTERCONNECT

MONTROSE, COLORADO

TOWNSEND ABANDONMENT AND DETAILS

REVISIONS		DESCRIPTION	
NO	DATE	BY	CHK'D
A	3-27-24	SAM	RDC
B	5-9-24	SAM	RDC

Date: 3-26-2024
Job No: 24.14.1
Drawn: SAM
Design: SAM
Checked: RDC
Scale: AS SHOWN

Sheet: 6
Of: 6

Page 113 of 140

To: William Bell; Anthony Russo

From: Bert Hayenga

CC: Brian Zurek

Date: July 18, 2024

Re: 1901 S. Townsend Avenue, Montrose, Colorado
Permit Number: 2308-697-BLD

DTV Montrose Drive, LLC ("DTV") owns 5.14 ac located at 1901 S. Townsend Avenue ("Property"). DTV's Development is a Les Schwab Tire Center on the northwest portion of the Property consisting of approximately 1.97 acre ("Les Schwab Site"). Directly south of the Les Schwab Site with Townsend Ave. frontage will be a ~1.40 acre retail PAD that will likely be a service-oriented retail building with a drive-thru. Additionally, there will be a ~1.75 ac PAD remaining on the east side of the Property where DTV is in conversation to develop a hotel, multi-family housing etc., subject to market conditions. Further identified on Exhibit A.

The cost to acquire the Land, develop the On & Off Site Les Schwab Improvements and develop the Les Schwab Tire Center Improvements totals **\$9,422,188.00.**
(Not including future vertical improvements for the aforementioned PADs)

We plan to commence construction August 15, 2024.

Cost breakdown for the Development:

1. Land: \$1,950,000.00
2. On & Off Site Les Schwab Improvements: \$676,000.00
3. Les Schwab Tire Center Improvements: \$6,796,188.00

Total Project Costs: **\$9,422,188.00**

Les Schwab Tire Center Community Impact:

Yearly Revenue Projections:

\$3,500,000.00

Community Impact:

Les Schwab Tire Center benefits the community by providing an essential service (the sale and installation of tires, wheels, shocks, breaks), a state/city revenue source in the form of sales tax, employment opportunities, along with our traditional community support. Les Schwab is actively involved in local charities, including school district athletics, children's organizations and many, many more.

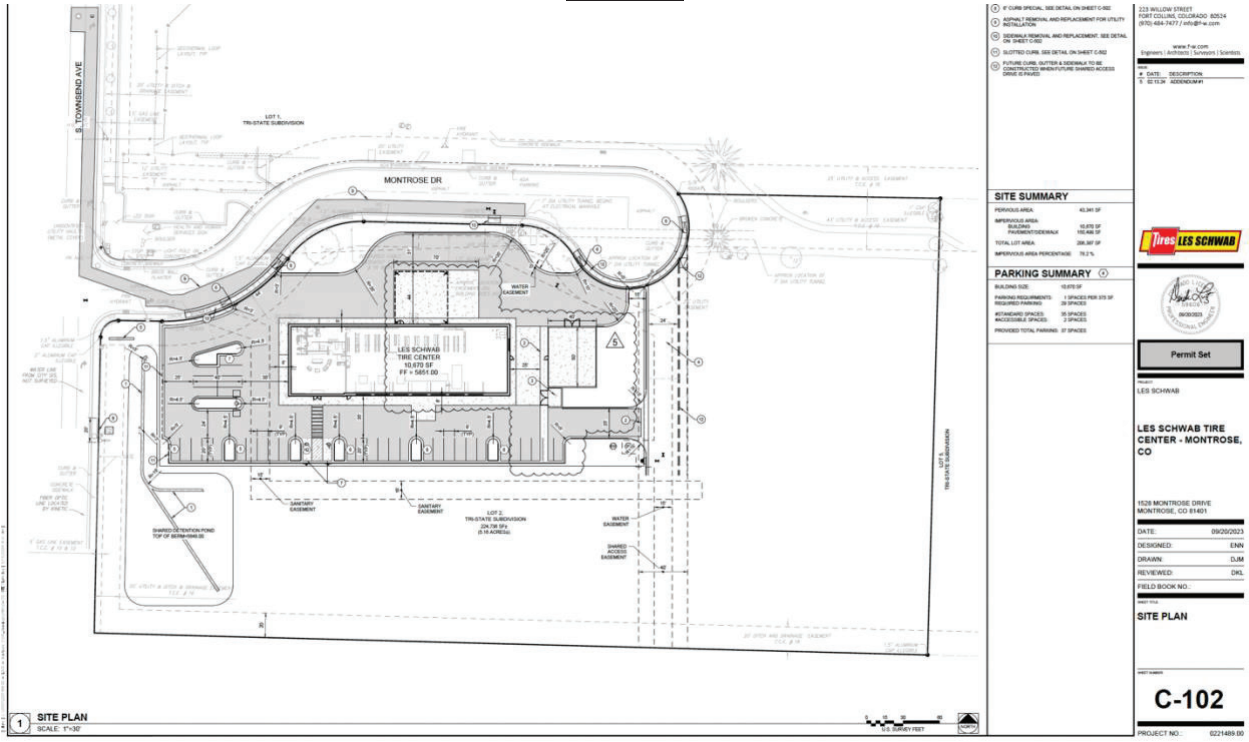
Number of Jobs created:

Les Schwab Tire Center expects to employ 10 – 12 full time jobs with incomes ranging from \$40,000.00 - \$115,000.00 per year with excellent benefits and growth opportunities. Les Schwab hires locally and has a "promote from within" culture. We offer our employees many opportunities for advancement with both on-line and hands-on training. Every Operations leader started their career in a sales or service position within a store.

Employee Benefits:

Full time employees receive full benefits and the industry's best retirement plan. Les Schwab shares approximately half of its profits with employees through several generous programs including health benefits, bonus, and retirement.

Exhibit A



CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: July 30, 2024
RE: Montrose Drive Waterline Interconnect Construction Contract Award
CC: William Bell, Shani Wittenberg

Action

Consider the award of a construction contract to Ridgway Valley Enterprises in the amount of \$334,037.00 for completion of the Montrose Drive Waterline Interconnect construction project.

Background

Water service in the vicinity of Montrose Drive, east of Townsend Avenue is currently provided (to Montrose County Health and Human Services) through several small-diameter waterlines running on private property and inaccessible to other parcels within the area. The area also only has a single point of connection without any backup looping to other portions of the City's water system. In response to these shortcomings, the City has desired to install a properly-sized mainline within the Montrose Drive right of way and interconnect to existing mainlines located further towards the east. To that end, the City added a mainline waterline stub to east Montrose Drive as part of the Townsend Avenue Waterline Replacement Project in 2022. This stub alone did not resolve the issues, but it did provide a tie-point to facilitate an eventual water system cleanup and interconnection in the area.

Developers have been working over the past several years to bring commercial development (Les Schwab Tire Center and potentially a future drive through restaurant, housing, and/or hotel) to the southern side of east Montrose Drive. A lack of water and sewer infrastructure has generally precluded development of this area as it would be cost ineffective to bring these utilities to the site for any single project.

The proposed Montrose Drive Waterline Interconnect project discussed herein plans to finish the mainline water infrastructure within Montrose Drive and interconnect to existing lines towards the east. The project also relocates some water services to facilitate the abandonment of a redundant asbestos cement waterline along the eastern shoulder of Townsend Avenue. With this redundant Townsend waterline abandoned, space then becomes available for the developer to run a sewerline down the eastern side of Townsend Avenue and service the Montrose Drive developments.

An overview of the waterline project area is included as an attachment to this memo.

Project Bidding and Associated Expenditures

Construction of the waterline project was put out for bid on May 9th and bids were publicly received on June 3, 2024 from three contractors as summarized in Table 1 below. Bid totals presented include a 10 percent contingency.

TABLE 1
Summary of Bid Results

Contractor	Location	Bid Total
Ridgway Valley Enterprises	Montrose, CO	\$334,037.00
K&D Construction	Grand Junction, CO	\$339,422.11
Haynes Excavation	Montrose, CO	\$352,847.41

The City has recent positive experience working with the low bidder, Ridgway Valley Enterprises, on numerous capital projects and considers them qualified to perform the work. It should be noted that the City's local preference policy would not change the outcome of bidding in this case.

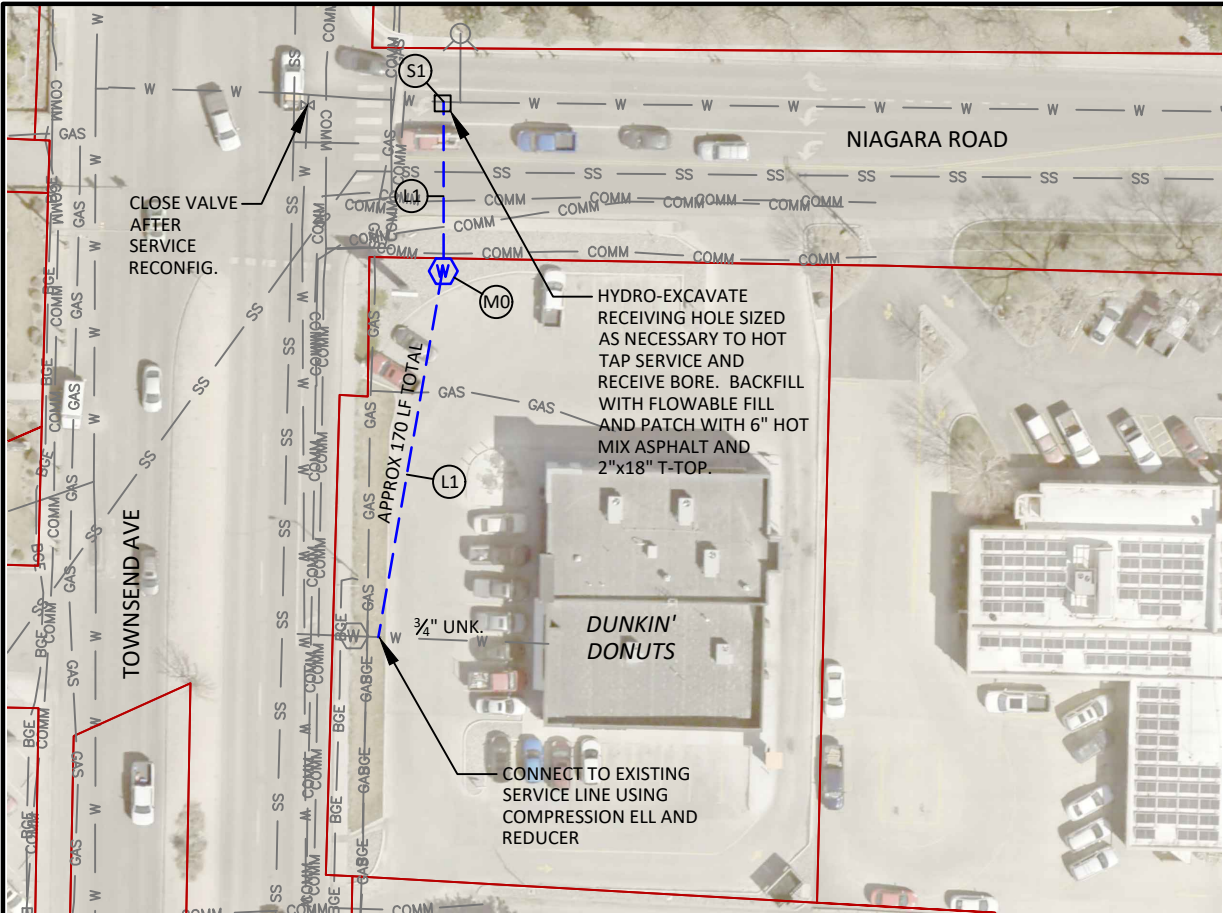
Project Schedule and Traffic Control

This project is scheduled to be complete by the end of 2024. Work will require localized closures of Montrose Drive although access to Montrose County Health and Human Services will remain open throughout construction. Waterline work within Townsend Avenue will be performed along shoulders areas during the daytime and any required lane closures would occur in the overnight hours.

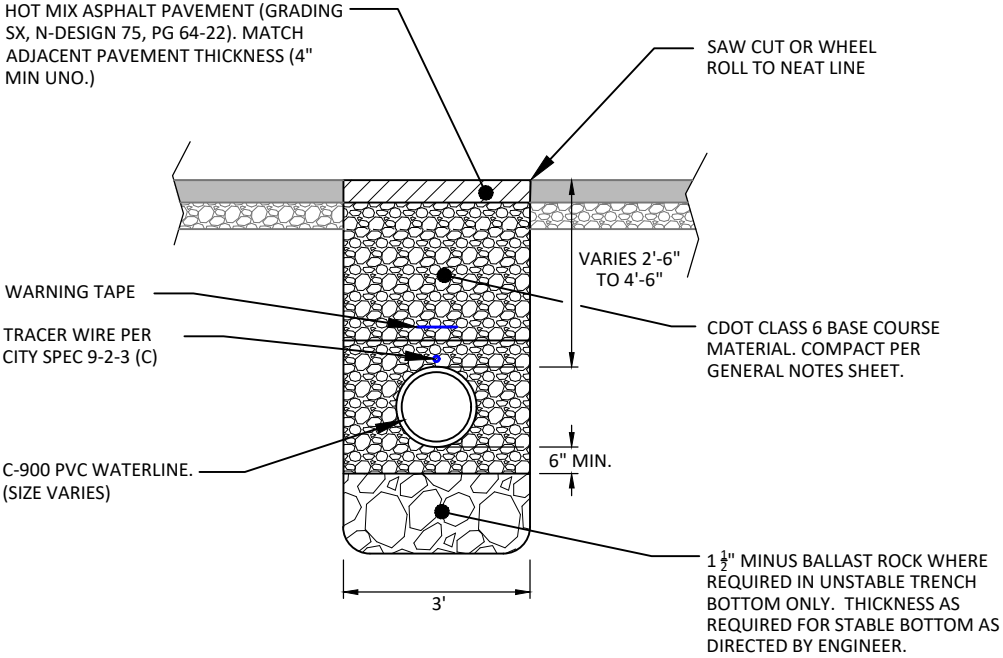
Contract Administration and Project Financials

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 \$150,000 for the easternmost interconnect portions of this project in the 2024 water capital budget. The remaining \$184,037 covers the western portions of the project feeding the development area and service abandonments needed to facilitate their sewer project. These work elements are deemed an economic incentive and the expenditures are being considered separately as part of a development agreement for the area.



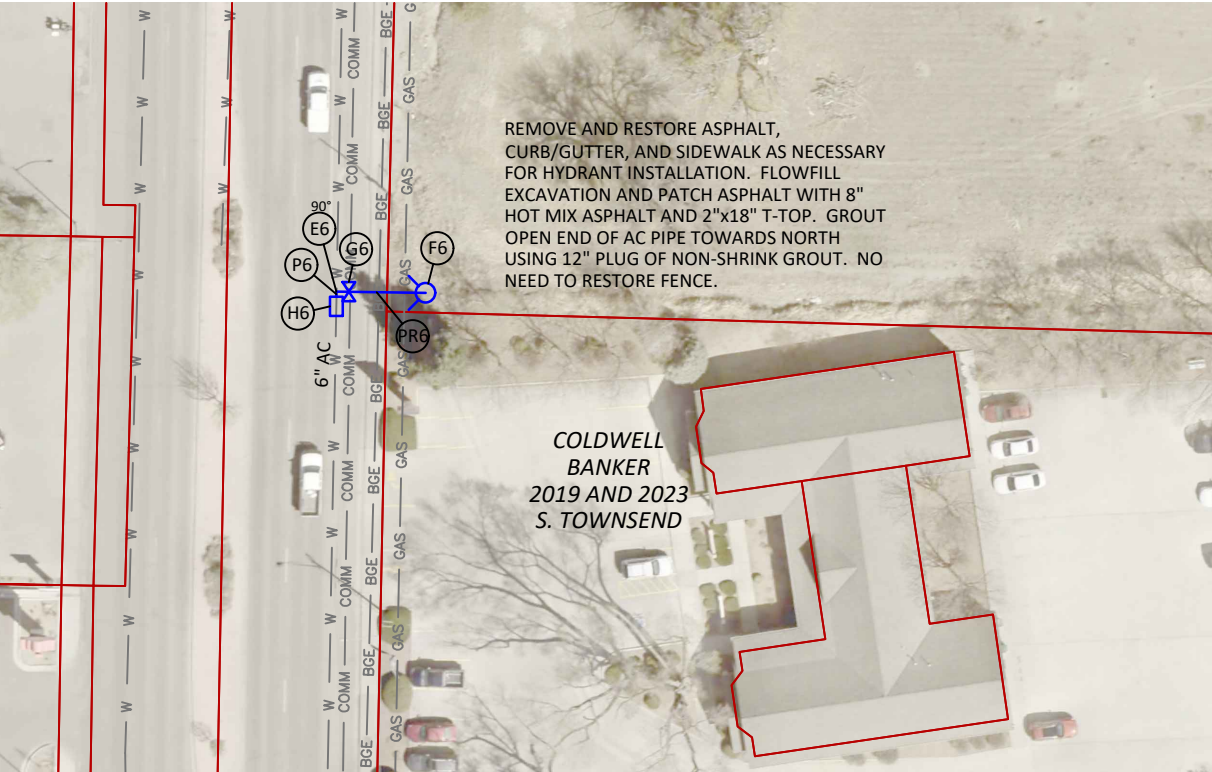
DUNKIN' DONUTS WATER SERVICE RECONFIGURATION



TYPICAL MONTROSE DRIVE WATERLINE TRENCH
NTS

SCHEDULE OF PIPE	
Identifier	Description
P6	6" (ID) AWWA C-900 Class 235 (DR18) PVC Pipe
PR6	6" (ID) AWWA C-900 Class 235 (DR18) Certa-Lok PVC Pipe
P8	8" (ID) AWWA C-900 Class 235 (DR18) PVC Pipe
PR8	8" (ID) AWWA C-900 Class 235 (DR18) Certa-Lok PVC Pipe (Dashed Lines to be Directionally Drilled)
L1	1" Pure-Core Service Lateral - Directionally Drilled

SCHEDULE OF FITTINGS			
Identifier	Description	Size (in)	Notes
T6	Tee	6 x 6 x 6	Epoxy coated mechanical restrained joint
T8	Tee	8 x 8 x 8	Epoxy coated mechanical restrained joint
E6	45° or 90° Ell	6 x 6	Epoxy coated mechanical restrained joint
E8	45° Ell	8 x 8	Epoxy coated mechanical restrained joint
R8	Reducer	8 x 6	Epoxy coated mechanical restrained joint
C8	Cap	8	Epoxy coated mechanical restrained joint
SS8	Solid Sleeve Coupling	8 x 8	Epoxy coated mechanical restrained joint
H6	Hymax Coupling	6 x 6	
S1	Service Line Tap	1	CC Thread. See City Standard Detail W-03. Incl. corp stop valve
M0	Meter Pit Assembly	0.75	Incl. curb stop valve, yoke, meter pit, reducer, lid. See City Standard Detail W-03
G6	Gate Valve	6	See City Standard Detail W-10
G8	Gate Valve	8	See City Standard Detail W-10
F6	Fire Hydrant	6	See City Standard Detail W-09. Excl. ell, isolation valve, and lateral paid elsewhere.



NEW TOWNSEND LINE TERMINAL POINT
(PERFORM AFTER DUNKIN' SERVICE RECONFIGURATION ABOVE)

FOR BIDDING
PURPOSES ONLY
NOT APPROVED FOR
CONSTRUCTION

CITY OF MONTROSE
ENGINEERING DEPARTMENT



1221 64.50 RD.
MONTROSE, CO 81401
PH: 240-1480 FAX: 252-4780
WWW.CITYOFMONTROSE.ORG

MONTROSE DRIVE
WATERLINE INTERCONNECT

MONTROSE, COLORADO

TOWNSEND ABANDONMENT AND DETAILS

REVISONS		DESCRIPTION	
NO	DATE	BY	CHK'D
A	3-27-24	SAM	RDC
B	5-9-24	SAM	RDC

Date: 3-26-2024
Job No: 24.14.1
Drawn: SAM
Design: SAM
Checked: RDC
Scale: AS SHOWN

Sheet: 6
Of: 6



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS232003
Date 01-Mar-24
Page 1 of 10
Sales Order
Requisition
Your Ref Q-463786,
Our Ref , Q-463786,
Payment Net 30 days
Invoice Account 107462
Terms of Delivery FCA

BILL TO

Montrose Police Department - CO
PO Box 790
Montrose, CO 81402-0790
USA

SHIP TO

Montrose Police Department - CO
434 S 1st St
Montrose, CO 81401-3948
USA

Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
T10Cert	TASER 10 Certification Bundle	65.00		59,147.40

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA Tax Date 31-Jan-24 Shipment Date: 02/05/2024	1.00	10.31	
2	1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY Tax Date 31-Jan-24 Shipment Date: 02/05/2024	1.00	40.00	
3	1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY Tax Date 01-Mar-24 Shipment Date:	1.00	311.80	
4	1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE Tax Date 01-Mar-24 Shipment Date:	1.00	1,479.89	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com



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USA

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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
5	1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK Tax Date 01-Mar-24 Shipment Date:	12.00	20.99	
6	1	20018	TASER BATTERY PACK, TACTICAL Tax Date 01-Mar-24 Shipment Date:	12.00	89.38	
7	1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK Tax Date 01-Mar-24 Shipment Date:	2.00	20.99	
8	1	20018	TASER BATTERY PACK, TACTICAL Tax Date 01-Mar-24 Shipment Date:	2.00	89.38	
9	1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN Tax Date 01-Mar-24 Shipment Date:	1.00	77.94	
10	1	100396	AXON TASER 10 - MAGAZINE - INERT RED Tax Date 01-Mar-24 Shipment Date:	3.00	136.66	

PAYMENT REMITTANCE INFORMATION

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
11	1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED Tax Date 01-Mar-24 Shipment Date:	1.00	155.84	
12	1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK Tax Date 01-Mar-24 Shipment Date:	65.00	20.99	
13	1	20018	TASER BATTERY PACK, TACTICAL Tax Date 01-Mar-24 Shipment Date:	65.00	89.38	
14	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	450.98	
15	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	450.98	
16	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	450.98	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
17	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	450.98	
18	1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	450.98	
19	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	1,821.22	
20	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	1,821.22	
21	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	1,821.22	
22	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	1,821.22	

PAYMENT REMITTANCE INFORMATION

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

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PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
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Invoice ID INUS232003
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Page 5 of 10
Sales Order
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434 S 1st St
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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
23	1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Mar-24 Shipment Date:	1.00	1,821.22	
24	1	20248	AXON TASER - EVIDENCE.COM LICENSE Tax Date 01-Mar-24 Shipment Date:	1.00	273.32	
25	1	20248	AXON TASER - EVIDENCE.COM LICENSE Tax Date 01-Mar-24 Shipment Date:	65.00	273.32	
26	1	999999	BUNDLE SCALER Tax Date 01-Mar-24 Shipment Date:	1.00	8.73	
27	1	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	65.00	267.85	
28	1	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH Tax Date 01-Mar-24 Shipment Date:	65.00	72.89	

PAYMENT REMITTANCE INFORMATION

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

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DEPARTMENT 2018
PHOENIX, AZ 85038-9661
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Invoice ID INUS232003
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Page 6 of 10
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BILL TO

Montrose Police Department - CO
PO Box 790
Montrose, CO 81402-0790
USA

SHIP TO

Montrose Police Department - CO
434 S 1st St
Montrose, CO 81401-3948
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
29	1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE Tax Date 01-Mar-24 Shipment Date:	3.00	136.66	
30	1	100399	TASER 10 LIVE CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	1,300.00	19.13	
31	1	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2 Tax Date 01-Mar-24 Shipment Date:	1.00	683.30	
32	1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK Tax Date 01-Mar-24 Shipment Date:	65.00	136.66	
33	1	100401	AXON TASER 10 - CARTRIDGE - INERT Tax Date 01-Mar-24 Shipment Date:	26.00	19.13	
34	1	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE Tax Date 01-Mar-24 Shipment Date:	3.00	136.66	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

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DEPARTMENT 2018
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Page 7 of 10
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Montrose, CO 81401-3948
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
35	1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK Tax Date 01-Mar-24 Shipment Date:	2.00	136.66	
36	1	100400	TASER 10 HALT CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	390.00	19.13	
37	1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R Tax Date 01-Mar-24 Shipment Date:	65.00	1,958.79	
38	1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE Tax Date 01-Mar-24 Shipment Date:	65.00	275.51	
39	1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R Tax Date 01-Mar-24 Shipment Date:	2.00	1,958.79	
40	1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE Tax Date 01-Mar-24 Shipment Date:	2.00	275.51	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
41	1	100400	TASER 10 HALT CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	390.00	19.13	
42	1	100399	TASER 10 LIVE CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	130.00	19.13	
43	1	100400	TASER 10 HALT CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	390.00	19.13	
44	1	100399	TASER 10 LIVE CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	130.00	19.13	
45	1	100400	TASER 10 HALT CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	390.00	19.13	
46	1	100399	TASER 10 LIVE CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	130.00	19.13	
47	1	100400	TASER 10 HALT CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	390.00	19.13	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
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Sales Order
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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
48	1	100399	TASER 10 LIVE CARTRIDGE Tax Date 01-Mar-24 Shipment Date:	130.00	19.13	

Sales Amount	59,147.40
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	59,147.40
Amount Received	0.00

Payment Due 31-Mar-24

BALANCE DUE USD 59,147.40

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
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Invoice

Invoice ID	INUS232003
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Page	10 of 10
Sales Order	
Requisition	
Your Ref	Q-463786,
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BILL TO

Montrose Police Department - CO
PO Box 790
Montrose, CO 81402-0790
USA

SHIP TO

Montrose Police Department - CO
434 S 1st St
Montrose, CO 81401-3948
USA

*Tax Note

Ship-to-address Legend*

1	Montrose Police Department - CO 434 S 1st St Montrose, CO 81401-3948 USA
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PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS232003	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS232003	Reference No INUS232003	Tempe, AZ 85283
					Reference No INUS232003

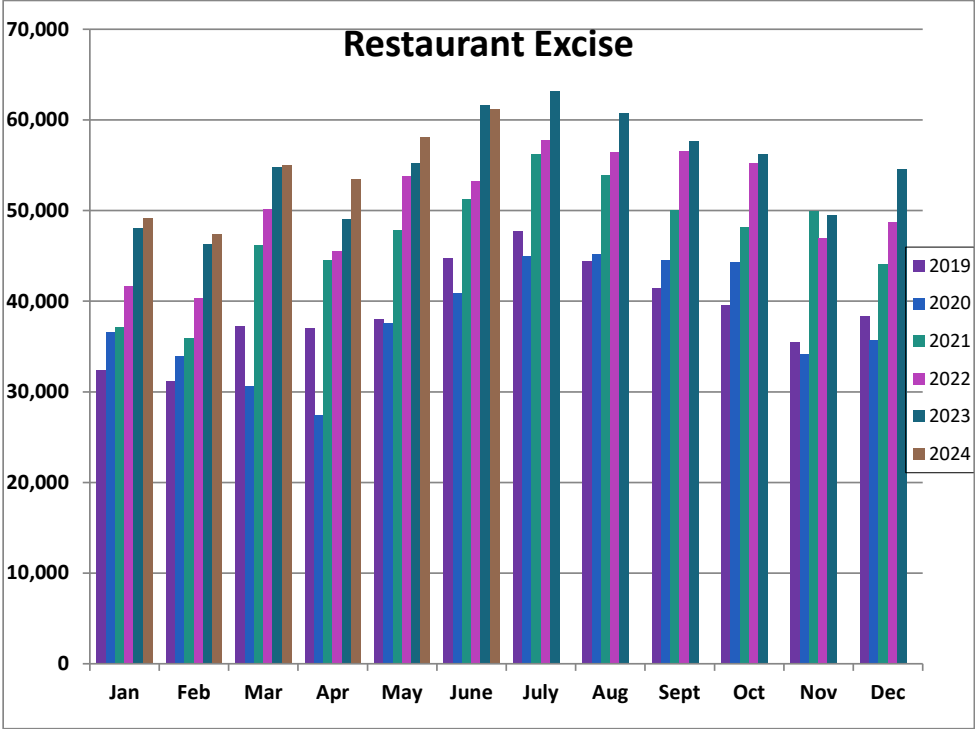
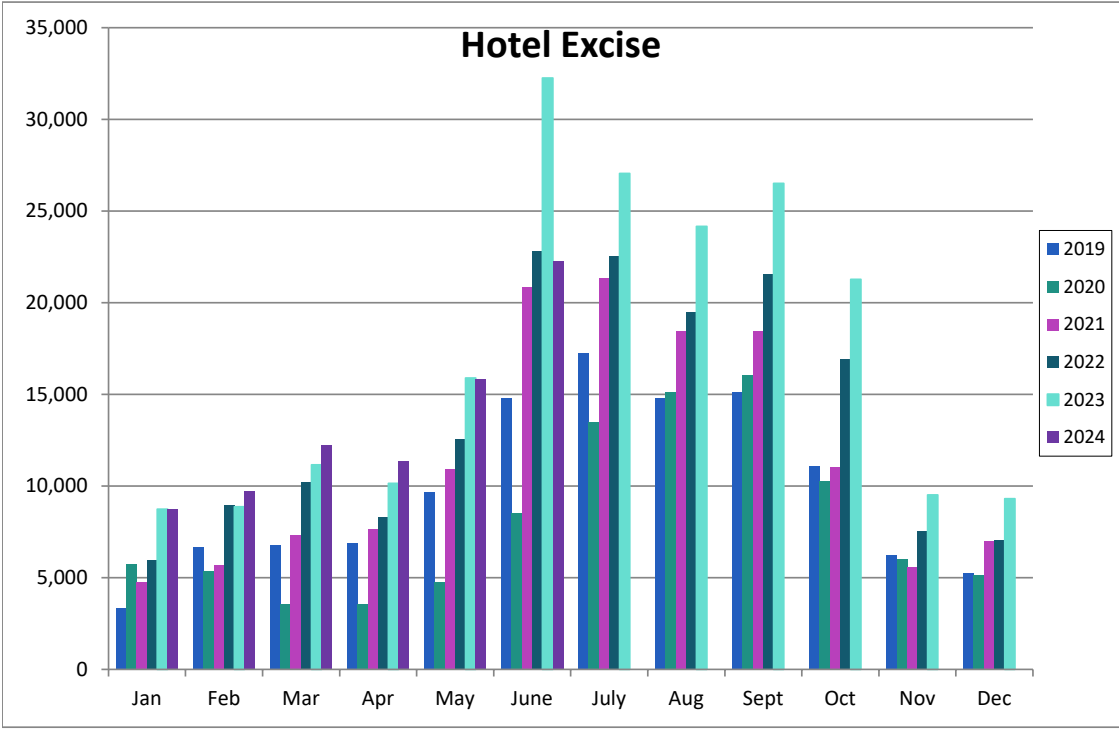
Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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	1,974,461	1,841,979	7.2%	54,355	17,695	207.2%	154,857	115,977	33.5%	2,183,673	1,975,651	10.5%	1,935,255	12.8%
May	2,050,092	1,999,375	2.5%	57,729	59,846	-3.5%	144,541	164,704	-12.2%	2,252,362	2,223,925	1.3%	2,183,642	3.1%
June	2,371,247	2,390,199	-0.8%	51,545	33,455	54.1%	141,582	126,101	12.3%	2,564,374	2,549,756	0.6%	2,376,042	7.9%
July														
August														
September														
October														
November														
December														
YTD Total	12,342,103	11893629	3.8%	273,891	212,237	29.0%	814,747	753,827	8.1%	13,430,741	12,859,693	4.4%	12,552,552	7.0%

	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	382,301	356,184	7.3%	16,043	27,584	-41.8%	29,939	22,422	33.5%	428,283	406,190	5.4%	389,569	9.9%	221,783	210,097	5.6%
May	399,593	386,374	3.4%	16,623	33,199	-49.9%	27,945	31,843	-12.2%	444,161	451,416	-1.6%	431,707	2.9%	229,960	233,767	-1.6%
June	464,318	462,432	0.4%	12,552	42,300	-70.3%	27,372	24,380	12.3%	504,242	529,112	-4.7%	506,789	-0.5%	261,171	273,705	-4.6%
July																	
August																	
September																	
October																	
November																	
December																	
YTD Total	2,397,744	2,300,443	4.2%	68,619	132,516	-48.2%	157,518	145,740	8.1%	2,623,881	2,578,699	1.8%	2,479,931	5.8%	1,358,095	1,334,114	1.8%

	<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	11,354	10,141	12.0%	53,487	49,063	9.0%	64,841	59,204	9.5%	56,542	14.7%	51,433	48,805	5.4%
May	15,843	15,888	-0.3%	58,080	55,199	5.2%	73,923	71,087	4.0%	67,288	9.9%	53,597	52,243	2.6%
June	22,270	32,256	-31.0%	61,144	61,562	-0.7%	83,414	93,818	-11.1%	87,972	-5.2%	63,256	61,538	2.8%
July														
August														
September														
October														
November														
December														
YTD	80,196	84,869	-5.5%	324,186	314,969	2.9%	404,382	399,838	1.1%	379,249	6.6%	324,900	310,792	4.5%



City of Montrose Quarterly Budget Report

Second Quarter Ending June 30, 2024

August 20, 2024

The attached Financial Report represents **unaudited** revenues and expenditures as of the end of the second 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 50.4% and 49.2% 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 June increased 3.8%. and 4.4% 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 June for the Public Safety fund increased 1.8%. Public safety revenues have been collected at 50.5% and 47.0% 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 June total \$1,358,095 which is an increase of 1.8% 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	48.1%	32.8%
Sewer Fund	47.9%	29.1%
Trash & Recycling Fund	51.7%	36.8%
Black Canyon Golf Course	61.7%	43.2%

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.

CITY OF MONTROSE
REVENUE & EXPENDITURE SUMMARY
as of June 30, 2024 - unaudited

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL FUND					
REVENUE					
TAXES (SALES & FRANCHISE)	2,623,109	14,019,127	27,765,110	13,745,983	50.5%
LICENSES & PERMITS	43,972	263,298	641,947	378,649	41.0%
INTERGOVERNMENTAL REVENUES	176,531	597,504	1,308,277	710,773	45.7%
CHARGES FOR SERVICES	3,731	17,182	64,796	47,614	26.5%
PAVILION REVENUES	2,562	38,081	100,000	61,919	38.1%
BASEBALL REVENUES	-	10,350	13,000	2,650	79.6%
FINES & FORFEITURES	4,615	38,668	106,513	67,845	36.3%
LEASES & RENTAL OF CITY FACILITIES	9,486	70,388	146,660	76,272	48.0%
TRANSFERS FROM OTHER FUNDS	55,614	333,682	667,364	333,682	50.0%
INCOME FROM INVESTMENTS	26,813	186,449	300,100	113,651	62.1%
OTHER FINANCING SOURCES	367	2,200	4,400	2,200	50.0%
TOTAL REVENUE	2,946,798	15,576,929	31,118,167		50.4%
TRANSFER FROM RESERVES	446,771	1,665,706	5,358,719		
TOTAL REVENUE AND RESERVES	3,393,569	17,242,635	36,476,886		
EXPENDITURES					
CITY COUNCIL	7,751	95,672	176,914	81,242	54.1%
YOUTH COUNCIL	402	993	12,300	11,307	8.1%
ECONOMIC DEVELOPMENT & COMMUNITY PROG	9,417	292,632	406,500	113,868	72.0%
CITY ATTORNEY	36,334	258,318	544,548	286,230	47.4%
CITY MANAGER	35,546	220,475	417,748	197,273	52.8%
COMMUNICATIONS	13,981	82,663	175,933	93,270	47.0%
COMPETITIVE SPORTS	9,852	32,762	52,708	19,946	62.2%
HUMAN RESOURCES	45,159	318,930	581,634	262,704	54.8%
PAVILION	55,455	348,708	740,085	391,377	47.1%
GEOGRAPHIC INFORMATION SERVICE	43,386	214,300	483,989	269,689	44.3%
FINANCE	65,133	408,605	901,249	492,644	45.3%
MUNICIPAL COURT	28,392	149,552	381,033	231,481	39.2%
TEEN COURT	404	410	6,736	6,326	6.1%
PLANNING	33,624	237,696	549,178	311,482	43.3%
INNOVATION & COMM ENGAGEMENT	(8,158)	39,561	26,212	(13,349)	150.9%
CITY CLERK	27,733	182,135	377,577	195,442	48.2%
BUILDING	29,313	189,502	445,443	255,941	42.5%
ENGINEERING	30,707	186,355	411,872	225,517	45.2%
PUBLIC WORKS ADMIN	48,826	276,885	563,596	286,711	49.1%
STREETS	163,227	1,576,835	3,805,711	2,228,876	41.4%
STREET CLEANING	38,191	446,824	972,505	525,681	45.9%
PARKS	287,539	1,365,211	2,358,242	993,031	57.9%
TREE PROGRAM	13,300	45,702	99,000	53,299	46.2%
SUNSET MESA MAINTENANCE	9,953	55,090	173,063	117,973	31.8%
CEMETERY	3,090	27,778	416,538	388,760	6.7%
TRANSFERS TO OTHER FUNDS	1,761,674	10,570,043	21,140,085	10,570,043	50.0%
INSURANCE AND GF FLEET LEASE	12,062	336,952	256,487	(80,465)	131.4%
TOTAL EXPENDITURES	2,802,322	17,960,587	36,476,886		49.2%
REVENUE OVER(UNDER) EXP.	591,248	(717,952)	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
PUBLIC SAFETY FUND					
REVENUE					
SALES AND USE TAXES	504,586	2,625,094	5,205,779	2,580,685	50.4%
GRANTS	751	32,936	103,003	70,067	32.0%
CHARGES FOR SERVICES	4,153	59,563	119,405	59,842	49.9%
INSURANCE CLAIMS AND DONATIONS	987	22,934	46,868	23,934	48.9%
INTEREST INCOME	7,749	60,627	1,000	(59,627)	6062.7%
TRANSFER FROM GENERAL FUND	696,674	4,180,043	8,360,085	4,180,043	50.0%
DRUG TASKFORCE	1,748	10,432	17,200	6,768	60.7%
TOTAL REVENUE	1,216,649	6,991,630	13,853,340		50.5%
TRANSFER FROM RESERVES					
TOTAL REVENUE AND RESERVES	1,216,649	6,991,630	13,853,340		
EXPENDITURES					
POLICE PATROL	867,760	4,472,681	9,421,667	4,948,986	47.5%
POLICE ADMINISTRATION	271,317	1,869,617	4,181,140	2,311,523	44.7%
DRUG TASKFORCE	47,120	373,685	593,910	220,225	62.9%
CODE ENFORCEMENT	3,971	27,185	142,188	115,003	19.1%
POLICE ACADEMY	25,836	128,770	218,428	89,658	59.0%
ANIMAL SERVICES	41,786	296,317	704,383	408,066	42.1%
TOTAL EXPENDITURES	1,257,791	7,168,255	15,261,716		47.0%
REVENUE OVER/UNDER EXP	(41,142)	(176,625)	(1,408,376)		
RETAIL SALES ENHANCEMENT FUND					
REVENUE					
TAXES	63,256	324,953	654,000	329,047	49.7%
GRANTS	-	-	-	-	
OTHER REVENUE	3,684	10,845	31,800		
TRANSFER FROM GENERAL FUND	5,000	30,000	60,000		
TRANSFER FROM RESERVES			8,557		
TOTAL REVENUE	71,940	365,798	754,357	329,047	48.5%
EXPENDITURES					
DART/BUSINESS OPERATIONS	23,903	205,445	721,257	515,812	28.5%
MONTROSE UNIVERSITY	5,231	15,160	33,100	17,940	45.8%
TOTAL EXPENDITURES	29,134	220,605	754,357	533,752	29.2%
REVENUE OVER(UNDER) EXP.	42,806	145,192	-		
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	(1,517)	590	16,600	16,010	3.6%
INTEREST INCOME	246	1,495	1,332	(163)	
TOTAL REVENUE	(1,271)	2,085	17,932	15,847	11.6%
TRANSFER FROM RESERVE					
TOTAL REVENUE AND RESERVES	(1,271)	2,085	17,932	-	11.6%
EXPENDITURES	346	3,133	6,849	3,716	45.8%
REVENUE OVER(UNDER) EXP.	(1,617)	(1,049)	11,083		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
CONSERVATION TRUST FUND					
REVENUE					
LOTTERY REVENUE	33,571	70,463	125,600	55,137	56.1%
INCOME FROM INVESTMENTS	3,858	22,416	12,600	(9,816)	177.9%
TRANSFER FROM RESERVES			111,800		
TOTAL REVENUE	37,429	92,879	250,000	45,321	37.2%
EXPENDITURES					
CONSERVATION TRUST	61,386	90,907	250,000	159,093	
REVENUE OVER(UNDER) EXP.	(23,957)	1,972	-		
MURA - COLORADO OUTDOORS					
REVENUE					
INTERGOVERNMENTAL REVENUES	230,191	611,161	680,000	68,839	89.9%
INTEREST INCOME	-	-	-	-	
OTHER FINANCING SOURCES	-	-	-	-	
TOTAL REVENUE	230,191	611,161	680,000	68,839	89.9%
EXPENDITURES					
PROFESSIONAL FEES	8,024	117,541	-	(117,541)	
TRAIL DEVELOPMENT - RIVER	-	-	-	-	
UNCOMPAHGRE RIVER WORK	-	-	-	-	
BUSINESS DEVELOPMENT - PUBLIC IMP	-	48,580	350,000	301,420	13.9%
TOTAL EXPENDITURES	8,024	166,120	350,000	183,880	47.5%
REVENUE OVER(UNDER)EXP.	222,167	445,041	330,000	(115,041)	
SPECIAL BENEFIT FUND					
REVENUE					
GRANTS	-	-	-	-	
CHARGES FOR SERVICES	6,300	28,350	37,000	8,650	76.6%
DONATIONS FROM THE COMMUNITY	642	69,882	68,300	(1,582)	102.3%
INTEREST INCOME	246	1,495	300	(1,195)	498.3%
TRANSFER FROM RESERVE		-	35,989	-	
TOTAL REVENUES	7,188	99,727	141,589	5,873	70.4%
EXPENDITURES					
CARE OF ANIMALS	5,531	29,164	114,007	84,843	25.6%
SUNSET MESA IMPROVEMENTS	-	-	-	-	
TOTAL EXPENDITURES	5,531	29,164	114,007	84,843	25.6%
REVENUE OVER(UNDER) EXP.	1,657	70,562	27,582		
TOURISM PROMOTIONAL FUND					
REVENUE					
EXCISE TAX	84,428	407,591	817,500	409,909	49.9%
SPECIAL EVENTS	-	64	1,000	936	6.4%
VISITOR GUIDE AD/MERCHANDISE SALES	2,543	6,563	11,000	4,437	59.7%
INTEREST INCOME	4	25	1,000	975	2.5%
TOTAL REVENUE	86,975	414,243	830,500	416,257	49.9%
TRANSFER FROM RESERVES		-	68,903		
TOTAL REVENUE AND RESERVES	86,975	414,243	899,403		46.1%
EXPENDITURES					
MARKETING	40,923	146,532	482,621	336,089	30.4%
VISITOR CENTER OPERATIONS	10,278	83,206	141,700	58,494	58.7%
SPECIAL EVENT OPERATIONS	29,353	140,598	276,561	135,963	50.8%
SPORTS TOURISM	-	4,532	12,250	7,718	37.0%
TOTAL EXPENDITURES	80,554	374,868	913,132	538,264	41.1%
REVENUE OVER(UNDER) EXP.	6,421	39,375	(13,729)		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL DEBT SERVICE					
REVENUE					
OTHER FINANCING SOURCES	127,221	763,326	1,529,651	766,325	49.9%
TRANSFER FROM RESERVE			301,000		
TOTAL REVENUES	127,221	763,326	1,830,651	766,325	
EXPENDITURES					
2020 PUBLIC SAFETY CERTIFICATE OF PARTICIPATION	-	271,397	902,794	631,397	30.1%
2017 INFRASTRUCTURE IMPROVEMENT LOAN	-	345,522	627,857	282,335	55.0%
TOTAL EXPENDITURES	-	616,919	1,530,651	913,732	
REVENUE OVER(UNDER) EXP.	127,221	146,407	300,000		
CEMETERY PERPETUAL CARE FUND					
REVENUE					
CHARGES FOR SERVICES	(240)	1,920	2,000	80	96.0%
INCOME FROM INVESTMENTS	585	3,543	2,400	(1,143)	147.6%
TOTAL REVENUE	345	5,463	4,400	(1,063)	
EXPENDITURES					
CEMETERY PERPETUAL CARE	367	2,200	4,400	2,200	50.0%
REVENUE OVER(UNDER) EXP.	(22)	3,263	-		
SPECIAL IMPROVEMENTS REVOLVING					
REVENUE					
MONTHLY PRINCIPAL AND INTEREST	-	24,565	59,400	34,835	41.4%
INCOME FROM INVESTMENTS	2,092	12,701	2,500	(10,201)	508.0%
TOTAL REVENUE	2,092	37,266	61,900	24,634	
TRANSFER FROM RESERVES	284,336	499,351	-		
TOTAL REVENUE AND RESERVES	286,428	536,617	61,900		
EXPENDITURES					
COUNTY COLLECTION FEE	-	207	1,200	993	17.3%
WATER LINE RELOCATION	-	789,989	-	(789,989)	
TOTAL EXPENDITURES	-	790,196	1,200	(788,996)	
REVENUE OVER(UNDER) EXP.	286,428	(253,579)	60,700		
WEST SIDE ARTERIAL PROJECT					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
INCOME FROM INVESTMENTS	5,792	35,906	26,684	(9,222)	
TOTAL REVENUE	5,792	35,906	26,684	(9,222)	
EXPENDITURES					
ARTERIAL CONSTRUCTION	-	-	250,000	250,000	
REVENUE OVER(UNDER) EXP.	5,792	35,906	(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	9,596	78,950	163,874	84,924	48.2%
TRANSFER FROM GENERAL FUND	1,021,773	6,130,635	12,261,271	6,130,636	50.0%
TOTAL REVENUE	1,031,368	6,209,585	12,775,145	6,565,560	48.6%
TRANSFER FROM RESERVES			174,855	174,855	
TOTAL REVENUE AND RESERVES	1,031,368	6,209,585	12,950,000		
EXPENDITURES					
FACILITY IMPROVEMENTS	258,814	383,250	3,250,000	2,866,750	11.8%
CURB/GUTTER/SIDEWALK	-	46,376	125,000	78,624	37.1%
CAPITAL IMPROVEMENTS	1,316,459	3,553,744	9,400,000	5,846,256	37.8%
CONNECT TRAIL	34,302	70,942	150,000	79,058	
BALDRIDGE PARK IMPROVEMENTS	-	173,359	25,000	(148,359)	
DOWNTOWN SALES TAX TIF	171,107	609,396	-	(609,396)	
TOTAL EXPENDITURES	1,780,682	4,837,068	12,950,000	8,112,932	37.4%
REVENUE OVER(UNDER) EXP.	(749,314)	1,372,517	-		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
WATER FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	9,368	9,368	0.0%
WATER REVENUES	938,043	3,568,835	8,205,219	4,636,384	43.5%
WATER CAPACITY FEES	18,884	80,123	344,623	264,500	23.2%
INCOME FROM INVESTMENTS	22,902	159,518	12,500	(147,018)	1276.1%
TOTAL REVENUE	979,829	3,808,476	8,571,710	4,763,234	48.1%
TRANSFER FROM RESERVES		217,122	176,233		
TOTAL REVENUE AND RESERVES	979,829	4,025,598	8,747,943	4,763,234	
EXPENDITURES					
RECORDS & COLLECTION	19,342	121,302	274,114	152,812	44.3%
WATER DIST & ADMIN	525,084	2,748,193	8,280,663	5,532,470	33.2%
WATER DEBT SERVICE	165	1,873	193,166	191,293	1.0%
TOTAL EXPENDITURES	544,591	2,871,368	8,747,943	5,876,575	32.8%
REVENUE OVER(UNDER) EXP.	435,237	1,154,230	-		
SEWER FUND					
REVENUE					
CHARGES FOR SERVICES	2,270	13,927	23,900	9,973	58.3%
SEWER REVENUES	332,458	1,827,746	3,617,131	1,789,385	50.5%
SEWER LEASE & CAPACITY FEES	65,668	304,059	898,724	594,665	33.8%
INCOME FROM INVESTMENTS	7,344	44,651	35,000	(9,651)	127.6%
TOTAL REVENUE	407,740	2,190,384	4,574,755		47.9%
TRANSFER FROM RESERVES	8,512		1,506,960		
TOTAL REVENUE AND RESERVES	416,252	2,190,384	6,081,715		
EXPENDITURES					
RECORDS & COLLECTION	3,709	23,619	52,570	28,951	44.9%
SEWER LINE MAINT & ADMIN	149,718	1,031,797	3,378,245	2,346,448	30.5%
SEWER TREATMENT	123,082	701,864	2,472,936	1,771,072	28.4%
INDUSTRIAL PRETREATMENT	822	8,683	19,650	10,967	44.2%
SEWER DEBT SERVICE	135	1,532	158,314	156,782	1.0%
TOTAL EXPENDITURES	277,466	1,767,494	6,081,715		29.1%
REVENUE OVER(UNDER) EXP.	138,786	422,889	-		
TRASH & RECYCLING FUND					
REVENUE					
CHARGES FOR SERVICES	236,397	1,409,830	2,762,453	1,352,623	51.0%
SALE OF SUPPLIES	1,526	10,876	4,718	(6,158)	230.5%
INCOME FROM INVESTMENTS	2,274	13,824	9,822	(4,002)	
TOTAL REVENUE	240,198	1,434,530	2,776,993		51.7%
TRANSFER FROM RESERVES			5,058		
TOTAL REVENUE AND RESERVES	240,198	1,434,530	2,782,051		
EXPENDITURES					
RECORDS & COLLECTION	4,519	27,018	62,043	35,025	43.5%
SANITATION OPER & ADMIN	181,342	995,951	2,720,008	1,724,057	36.6%
TOTAL EXPENDITURES	185,861	1,022,969	2,782,051	1,759,082	36.8%
REVENUE OVER(UNDER) EXP.	54,337	411,561	-		
BLACK CANYON GOLF COURSE					
REVENUE					
GOLF ROUNDS	96,733	347,574	280,900	(66,674)	123.7%
ANNUAL MEMBERSHIPS	600	169,694	123,600	(46,094)	137.3%
OTHER SALES	18,635	38,909	357,600	318,691	10.9%
TRANSFER FROM GENERAL FUND	-	369,236	738,472	369,236	50.0%
TOTAL REVENUE	115,968	925,412	1,500,572		61.7%
EXPENDITURES					
TURF MAINTENANCE OPERATIONS	50,367	267,293	714,295	447,002	37.4%
BUSINESS OPERATIONS/CLUBHOUSE	49,332	261,760	578,379	316,619	45.3%
RUSTY PUTTER RESTAURANT	42,959	145,829	268,367	122,538	54.3%
TOTAL EXPENDITURES	142,658	674,882	1,561,041	886,159	43.2%
REVENUE OVER(UNDER) EXP.	(26,690)	250,530	(60,469)		

	June	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
INTERNAL SERVICE FUNDS					
REVENUE					
SHARED SERVICES	-	4,624	65,003	60,379	
CHARGES FOR SERVICE	40	517	2,351	1,834	
SALE OF ASSETS & EQUIPMENT USAGE	711,816	4,177,905	9,355,556	5,177,651	44.7%
INCOME FROM INVESTMENTS	12,473	75,705	45,323	(30,382)	
TOTAL REVENUE	724,329	4,258,751	9,468,233		45.0%
TRANSFER FROM RESERVE					
TOTAL REVENUE AND RESERVES	724,329	4,258,751	9,468,233		
EXPENDITURES					
FLEET MANAGEMENT	230,189	1,592,118	3,899,608	2,307,490	40.8%
INFORMATION SERVICES	182,640	1,206,806	2,622,540	1,415,734	46.0%
FACILITY MANAGEMENT	144,894	851,541	2,419,109	1,567,568	35.2%
TOTAL EXPENDITURES	557,724	3,650,464	8,941,257	5,290,793	
REVENUE OVER(UNDER) EXP.	166,605	608,286	526,976		
HEALTH & DENTAL MGMT FUND					
REVENUE					
WESTCO PREMIUMS	43,459	182,404	289,529	107,125	63.0%
REFUNDS & REBATES	60,307	297,440	532,632	235,192	55.8%
INCOME FROM INVESTMENTS	11,890	72,083	46,261	(25,822)	155.8%
FROM OTHER FUNDS WITHIN THE CITY	367,895	1,481,164	2,102,783	621,619	70.4%
TRANSFER FROM RESERVES	73,458	3,218	346,295		
TOTAL REVENUE	557,009	2,036,309	3,317,500		61.4%
HEALTH & DENTAL PREMIUMS & CLAIMS	640,758	1,961,781	3,317,500	1,355,719	59.1%
REVENUE OVER(UNDER) EXP.	(83,749)	74,528	-		
MRD SALES AND USE TAX					
REVENUE	267,645	1,386,483	2,778,136	1,391,653	49.9%
EXPENDITURE	33,929	845,693	2,778,136	1,932,444	30.4%
REVENUE OVER(UNDER) EXP	233,716	540,791	-	(540,791)	