



**REGULAR CITY COUNCIL MEETING AGENDA**  
**Tuesday, February 4, 2025 - 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 January 21, 2025, regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo*

Action: Consider making a motion to approve the minutes of the January 21, 2025, regular City Council meeting as presented.

7) FERMENTED MALT BEVERAGE & WINE LICENSE TRANSFER (15 minutes)

City Council consideration of an application for the transfer of a Fermented Malt Beverage & Wine license at 17250 Highway 550 from Hangin Tree Travel Plaza LLC, to Horse Thief Holdings LLC, doing business as Wild West, for consumption off of the licensed premises. *Staff: City Attorney Chris Dowsey*

Action: Accept public comment. Consider making a motion to approve the transfer of a Fermented Malt Beverage & Wine license at 17250 Highway 550 from Hangin Tree Travel Plaza LLC to Horse Thief Holding LLC, doing business as Wild West, for consumption off of the licensed premises.

8) FOURTH OF JULY FIREWORKS DISPLAY CONTRACT (10 minutes)

City Council consideration of a contract with Zambelli Fireworks Manufacturing Company, Inc., in the amount of \$60,000.00 for the 2025 Fourth of July fireworks display. *Staff: Pavilion and Community Events Manager Kathryn Schroer*

Action: Accept public comment. Consider making a motion to approve a contract with Zambelli Fireworks Manufacturing Company, Inc., in the amount of \$60,000.00 for the 2025 Fourth of July fireworks display as presented.

9) PUBLIC WORKS FACILITY CMGC CONTRACT AWARD (15 minutes)

City Council consideration of the award of a contract to FCI Constructors, Inc. for construction management – general contractor (CMGC) services in the amount of \$150,000.00 for the Public Works Facility Construction Project. *Staff: Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to award a contract to FCI Constructors, Inc. for construction management – general contractor (CMGC) services in the amount of \$150,000.00 for the Public Works Facility Construction Project as presented.

10) PUBLIC WORKS FACILITY PROGRAM MANAGEMENT CONTRACT AWARD (15 minutes)

City Council consideration of the award of a contract to Dynamic Program Management (DPM) in the not-to-exceed amount of \$100,000.00 for program management services for the Public Works Facility Construction Project. *Staff: Public Works Director Jim Scheid*

Action: Accept public comment. Consider making a motion to award a contract to Dynamic Program Management (DPM) in the not-to-exceed amount of \$100,000.00 for program management services for the Public Works Facility Construction Project as presented.

11) 2025 ASPHALT CRUSHING CONTRACT RENEWAL (10 minutes)

City Council consideration of the extension of a contract with Rocky Mountain Aggregate and Construction, LLC for stockpile crushing at the City's material storage yard in the not-to-exceed amount of \$80,000.00. *Staff: Streets Superintendent Nik Pridy*

Action: Accept public comment. Consider making a motion to approve the extension of a contract with Rocky Mountain Aggregate and Construction, LLC for stockpile crushing at the City's material storage yard in the not-to-exceed amount of \$80,000.00 as presented.

12) WEST MAIN REVITALIZATION CONSTRUCTION CONTRACT (15 minutes)

City Council consideration of \$3,709,411.25 in expenditures for construction of the West Main Revitalization Project. This includes the award of a construction contract to Ridgway Valley Enterprises in the amount of \$3,379,411.25, a survey and engineering support contract to Del-Mont Consultants in the amount of \$145,000, and up to \$185,000 in direct expenditures for construction materials testing and streetlight replacements by DMEA. *Staff: City Engineer Scott Murphy*



Action: Accept public comment. Consider making a motion to approve \$3,709,411.25 in expenditures for construction of the West Main Revitalization Project as presented.

13) WASTEWATER TREATMENT PLANT IMPROVEMENTS DESIGN BUILD CONTRACT (10 minutes)

City Council consideration of the award of a contract to Burns & McDonnell/Moltz Construction for the design phase of the Wastewater Treatment Plant improvements in the not-to-exceed amount of \$1,350,000.00. *Staff: Utilities Director David Bries*

Action: Accept public comment. Consider making a motion to award a contract to Burns & McDonnell/Moltz Construction for the design phase of the Wastewater Treatment Plant improvements in the not-to-exceed amount of \$1,350,000.00 as presented.

14) WASTEWATER TREATMENT PLANT GEARBOX INSTALLATION CONTRACT (15 minutes)

City Council consideration of a contract with Moltz Construction in an amount not to exceed \$77,770.00 for the installation of a replacement gearbox on one of the secondary clarifiers at the Montrose Wastewater Treatment Plant. *Staff: Utilities Director David Bries*

Action: Accept public comment. Consider making a motion to award a contract to Moltz Construction in an amount not to exceed \$77,770.00 for the installation of a replacement gearbox on one of the secondary clarifiers at the Montrose Wastewater Treatment Plant as presented.

15) STAFF REPORTS

16) YOUTH CITY COUNCIL COMMENTS

17) CITY COUNCIL COMMENTS

18) MOTION TO ADJOURN

16 pages

enter into the record

VZW Wi-Fi

4:03 PM

16%



DIGITAL  
CODES



Sign In

Search Digital Codes



## R109.4 Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the *permit* holder or an agent of the *permit* holder wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.



codes.iccsafe.org



*This is in direct conflict with R 109.4 Approval required.  
plumbing, electrical, insulation & wallboard all approved before covering*

**INSPECTION REQUIREMENTS FOR  
RESIDENTIAL CONSTRUCTION**

*City of Montrose*

*Under no circumstances will a unit be occupied prior to the issuance of the certificate of occupancy or approval in writing from the building official or designated representative.*

**NOTE: Construction lot must have address clearly posted.**

1. All necessary permits must be procured prior to construction work.
2. **It is your responsibility to ensure inspections are called for and approved prior to work continuation.** Inspection Hours are 9:00-11:00 a.m. and 1:30-3:30 p.m.
3. Notification 24 hours prior to inspection:
  - a. Foundation – on all work not requiring an engineered foundation.
  - b. Set back inspection on all engineered foundations.

**NOTE: Engineer must inspect and provide letter of approval for foundation to the permit file before a frame inspection will be conducted.**

- c. **Plumbing inspection** (except for lateral to building) **to be made prior to covering** and shall be made with water or air pressure test. *framing or backfill not until foundation approved.*  
**Rough-in inspection of plumbing to be made prior to covering trench.**
- d. Gas Inspections – after installation of all piping, vents, ducts and appurtenances are made and air tested to 20 psi for not less than two (2) hours. Piping must be complete and tested through the gas meter yolk.
- e. Framing inspection - after house is dried in, before installation of house wrap and all interior walls, ceilings, and partitions are exposed. Electrical, plumbing, gas and mechanical ductwork must be installed prior to this inspection. Letter certifying foundation must be on file.
- f. **Electrical Inspections** – will be done by the State Electrical Inspector **prior to insulation inspection.** Electrical Inspector phone number is (855) 454-0065.
- g. **Insulation Inspection** – **prior to wallboard installation.** Insulation must be exposed. Power pack, blown in insulation is rated at R3.5 per inch unless otherwise certified.
- h. **Wallboard inspection** whenever material is hung and prior to wallboard joints and fasteners being taped and finished.
- i. Final inspections to be made after building is finished, but prior to occupancy. The certificate of occupancy will be issued at this time if all discrepancies have been corrected to the satisfaction of the building inspector. Address must be posted on building and a final electrical inspection form must be on site before the Certificate of Occupancy is issued.

The City Utility Billing Department may require owners to make a deposit on the new service and have utilities placed in their names.

*Over 355 million dollars thru 2020-2024 compromised*

*in City of Montrose alone!*

Montrose County - Government  
June 29, 2023

FOR IMMEDIATE RELEASE: Montrose County Updates Building Codes

Montrose, CO—Montrose County updated its building codes to the International Building Code (IBC), 2018 Edition at a special board meeting on June 27. This update is the result of state legislation and is the least burdensome option for residents and builders.

“We compared the 2009, 2018, and 2021 codes and decided that the 2018 codes were the best option for builders, contractors, and residents based on how modern the codes are and the costs involved,” said Tallmadge Richmond, Planning and Development Director for Montrose County. “It is also important to note that the county’s building codes and city’s building codes will match as both agencies recently updated codes. This is helpful for contractors in the area.”

Building permits are not proposed to be affected. In addition to the update for the international building code, this also includes updates for the International Residential Code (IRC), 2018 Edition; the International Energy Conservation Code (IECC), 2018 Edition; and the National Conference of States on Building Codes and Standards/American National Standards Institute (NCSBCS/ANSI) A225; and 1-1994 Non-Permanent Foundations Guide for Manufactured Housing.

Some of the major changes from the 2009 codes to the 2018 codes include:

- Increased insulation requirements: the 2018 codes require more insulation [than 2009 codes] in homes and buildings, which can help to save energy and money on heating and cooling costs.
- Changes to fence requirements: The 2018 codes now require a permit for fences that are 7 feet or taller, instead of 6 feet as in the 2009 codes.

The new building codes are effective immediately. If you are planning to build or remodel a home or building in Montrose County, the new building code resolution is available online for reference.

**INSPECTION WILL NOT BE MADE UNLESS  
THIS CARD IS POSTED ON THE JOB**

## **BUILDING INSPECTION RECORD**



**CITY OF DELTA BUILDING DEPARTMENT**



**THIS CARD IS TO BE POSTED SO IT IS PLAINLY VISIBLE FROM THE STREET**

**PERMIT HOLDER OR AGENT IS RESPONSIBLE FOR NOTIFYING THE  
BUILDING DEPARTMENT, FOR THE REQUIRED INSPECTIONS LISTED BELOW.  
PLEASE ALLOW 24 HOURS. PHONE INSPECTIONS: 874-7903**

**DATE ISSUED** \_\_\_\_\_

**PERMIT NO.** \_\_\_\_\_

**USE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**OWNER** \_\_\_\_\_

**CONTRACTOR** \_\_\_\_\_

### **INSPECTION RECORD**

|                                                                    |                                                        |
|--------------------------------------------------------------------|--------------------------------------------------------|
| <b>REBAR GROUND FOR ELECTRICAL</b><br>(concrete encased electrode) | <b>ELECTRICAL - ROUGH</b>                              |
| <b>SEWER LINE/WATER SERVICE</b>                                    | <b>GAS PIPING</b>                                      |
| <b>STRUCTURAL SLAB</b>                                             | <b>STUCCO PREPARATION</b><br>(weeps, paper, fasteners) |
| <b>FOOTING</b>                                                     | <b>INSULATION</b>                                      |
| <b>FOUNDATION</b>                                                  | <b>DRYWALL</b>                                         |
| <b>PLUMBING UNDERGROUND</b>                                        | <b>SHOWER PAN</b>                                      |
| <b>FLOOR FRAMING</b><br>(before sheathing)                         | <b>ELECTRICAL FINAL</b>                                |
| <b>WALL &amp; ROOF SHEATHING</b>                                   | <b>PLUMBING FINAL</b>                                  |
| <b>FLASHING AT CONCRETE PORCHES</b>                                | <b>MECHANICAL FINAL</b>                                |
| <b>FRAMING</b>                                                     | <b>FLOOD PLAIN</b>                                     |
| <b>PLUMBING - ROUGH</b>                                            | <b>OTHER</b>                                           |
| <b>MECHANICAL - ROUGH</b>                                          | <b>FINAL/C.O.</b>                                      |

**ALL LISTED ITEMS MUST BE INSPECTED AND APPROVED BEFORE COVERING  
WHETHER INTERIOR OR EXTERIOR, UNDERGROUND OR ABOVE GROUND**

#### **THIS PERMIT IS NOT TRANSFERABLE**

In consideration of the issuance of the permit, the above hereby agrees to comply with all such laws and regulations related to the zoning, location, construction and erection of the proposed structure for which the permit is granted, and further agrees that if the above said regulations are not fully complied with in the zoning, location, construction and erection of the above described structure, the permit may then be revoked by notice from the BUILDING OFFICIAL and THEN AND THERE IT SHALL BECOME NULL AND VOID.

58 Lbs. < 8,000 Ft    135 Lbs. < 11,000 Ft  
68 Lbs. < 8,500 Ft    152 Lbs. < 11,500 Ft

- G. **Section R401.4 (IRC) Soil Tests, Section AE 502.2 (IRC) Design and Construction and 1803 (IBC) Geotechnical Investigations:** Amended by adding: "From data created and accumulated in historical reports it is concluded that due to expansive soils issues, collapsing soils issues, high ground water issues, seasonally fluctuating ground water issues, moving soils issues, weak soils issues, soil moisture issues and radon gas issues that are regularly found throughout Montrose County, all new and/or altered and/or replaced and/or repaired permanent foundations supporting any and all structures (moved, pre-manufactured, site built) will be required to have a geotechnical investigation including necessary soil testing, with the foundation then specifically designed to accommodate all structural loads on those location-specific soils. (Exception: All utility and miscellaneous Group U structures as per Section 312 IBC with point loads under 10,000 lbs. per column to a monolithic foundation and point loads under 20,000 lbs. per column to footer/stemwall foundations.

All geotechnical investigation data, soil testing data, foundation design data and foundation installation completion statement must be done through and by a Colorado Licensed Professional Engineer (PE) trained in this field.

A stamped letter shall be submitted to Montrose County from a Colorado Licensed Professional Engineer (PE) that a location-specific geotechnical investigation, including necessary soil testing was performed on the site, and that the foundation was specifically designed to accommodate all structural loads on the location-specific soils as determined by the geotechnical investigation.

If required by the **Montrose County** Building Official all location-specific geotechnical investigation data, including soil testing reports shall be submitted with the building permit application.

***A written foundation completion statement, as to its successful installation as per submitted plans, must be submitted by the professional engineer (PE) prior to the framing inspection and issuance of a Certificate of Occupancy or Certificate of Use. Engineered foundations are required for all new structures for human habitation. All commercial construction plans shall be stamped by the engineer and architect of record. Engineering requirements for additions and alterations to existing structures for human habitation shall be at the discretion of the Building Official.***

***All foundations for buildings and structures to which this Resolution and adopted Code(s) apply must be designed and built in accordance with the requirements set forth in the Montrose County Building Handout for Frame Construction and the Montrose County Foundation Requirements for Manufactured Home Parks, as applicable.***

- 7a. **INTERNATIONAL RESIDENTIAL CODE (IRC) for One and Two Family Dwellings, 2018 Edition:** The IRC adopted herein is amended as follows:

**Sections: R105.1 (IRC) Permits, AE301 (IRC) Permits and AE302 (IRC) Application for Permit** are expanded to read: The landowner(s) where a structure is to be located and authorized agent(s) participating in the actual construction, enlargement, alteration, repair, movement, demolition, or change of occupancy and the owner(s) of the structure itself, share a combined responsibility to make application for and obtain the required permit to do such work.

**Sections: R108 (IRC) Fees:** Shall further read: Building permit fees will be charged as per this Montrose County Resolution.

## OPINION/EDITORIAL: LETTERS

### THE BUILDING OFFICIAL IS SUPPOSED TO BE PROTECTING YOU AND YOUR INVESTMENT

*Editor:*

The counties of Montrose and Ouray and the City of Montrose are failing miserably at code enforcement for foundations on new construction in my opinion. Please note the foundation is the most critical component of a build. With expansive soils it is especially important the 2018 International Residential Code, which each have adopted, be followed.

The 2018 International Residential Code R 109.4 - Approval Required - reads as follows:

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, SHALL make the requested inspections and SHALL either indicate the portion of the construction that is satisfactory as completed, or SHALL notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code. Any portions that do not comply SHALL be corrected and such portion SHALL not be covered or concealed until authorized by the building official. The Counties and the City of Montrose interpreted the code and adopted a policy that waves a requirement specifically provided for in this code.

R104.1 General - the building official is hereby authorized and directed to enforce the provisions of this code. The building officials shall have the authority to render

interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waving requirement specifically provided for in this code.

They have passed off the responsibility of the building official to a professional engineer. This is clearly against the provisions of the code they adopted.

Example - A written foundation completion statement, as to its successful installation as per submitted plans, must be submitted by the professional engineer prior to the framing inspection and issuance of a certificate of occupancy in Montrose County. This is clearly against the Code. Engineers DO NOT have the same powers as the building official.

Inspections are to be done consecutively and either approved or rejected by the building official, not the engineer. By the time a framing inspection is requested, or a certificate of occupancy is issued, the foundation is covered up.

Also Montrose County has amended Sections R109.1.5 (IRC) Other Inspections, AE305.6 (IRC), Other Inspections: A Colorado licensed registered professional engineer (R.P.E.) will be required to make any and all inspections(s) and written certification(s) of compliance for any and all work

done in violation of these adopted codes, guidelines and requirements.

Yes, you read that correctly. The professional engineer is certifying work done in violation of the code. Why is a professional engineer giving certification of compliance for violations? This makes no sense at all.

The City of Montrose amended the Code in August 2020. There have been years of improper approval for foundations. I believe many of the foundations will fail, it's just a matter of time.

We have experienced two defective foundations consecutively on new construction. I am a retired union carpenter and know what I am looking at. Fortunately, the issues were caught prior to being covered up.

For people that have no clue what is being constructed, the building official is supposed to be protecting you and your investment. They ARE NOT!

I have addressed the Board of County Commissioners and many others with no corrective action.

The biggest investment you will ever make is being compromised by the inaction of the people sworn to safeguard the public!

**BUYERS BEWARE ON THE WESTERN SLOPE!**

*Tom Mathis*

*Retired Union Carpenter  
40 years experience*

## COMMISSIONERS INVITED TO 'MEAT-IN DAY' LUNCH AT EVENT CENTER ON MARCH 22

By Caitlin Switzer

MONTROSE-The Montrose Board of County Commissioners (BOCC) convened for a regular meeting on Wednesday, Jan. 22. BOCC Chair Sue Hansen called the meeting to order; Commissioner Scott Mijares led in saying the Pledge of Allegiance. All three commissioners were present including BOCC Vice Chair Rick Dunlap.

### PUBLIC COMMENT PERIOD

Retired Union Carpenter Tom Mathis addressed the BOCC. "...I am currently homeless for the second time since moving to the Western Slope five years ago. I am a retired Union Carpenter."

Mathis read out loud the duties and powers of the County's building official and said, "...I reached out to Mr. Steve White, who was the director of Planning & Development at the time, about inspection protocol, and he said, 'Tom, as previously stated Montrose County provides no inspection for footings or foundations. We do not check for dimensions—again, this is your responsibility. Keep in mind that when I indicate your responsibility, your engineer and your contractor are hired by you and not Montrose County.'"

Mathis then entered into the public record a third-party engineering report. "And their recommendation was to remove and replace the foundation."

Mathis then entered into the record the questions and answers from a meeting in which he met with the City of Montrose Building Official regarding the code adopted by the City, as well as a "false" report from another engineer.

BOCC Chair Sue Hansen said, "Thank you Mr. Mathis, appreciate that, and I know we are in receipt of all your emails."

Next to speak was Tom Stewart. "...I'm president of the Cattlemens' Association, and we're going to try to change up our 'Meat-In' Day...it'll be March 22<sup>nd</sup> this year...we're going to coordinate with our Montrose and Olathe FFA Chapters, they do an Ag Day, and they take the elementary kids and put them through stations,

they use the Event Center to put this on... they're going to leave their stations up, and we're going to do a free lunch for the public and we're going to try to get the public to be able to go through their education stations as well, to kind of see what a little bit of agriculture is like."

He asked commissioners to be on board and assist as needed. The Event will begin at 10am, he said.

### COUNTY MANAGER

County Manager Frank Rodriguez had no changes to the meeting agenda.

### CONSENT AGENDA

Following a brief explanation of Consent Agenda Item No. Two by Chair Hansen, Commissioners voted unanimously to approve Consent Agenda items.

### GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

Public Works Director Rick Nichols presented three items for consideration.

First to be considered for possible approval was the Chair's signature on an Intergovernmental Agreement between San Miguel County and Montrose County regarding Maintenance of Law Enforcement Vehicle Accessories. Commissioners voted unanimously to approve.

The BOCC opened a public hearing to consider the 2024 Colorado Department of Transportation (CDOT) Highway Users Tax Funds (HUTF) report and consideration and possible adoption of Resolution Number 9-2025 for annual changes, additions and deletions of roads to the County road maintenance system.

GIS Coordinator Lisa Goetsch spoke briefly about keeping track of county roads for the HUTF report. The county receives a portion of sales tax based on mileage.

Documents are available to the public on the county website, Commissioner Scott Mijares said.

Constituent Patty Hill asked about 6360 Lane, and about the responsibility for application of mag chloride.

The county has accepted ownership of 6360 Lane, Goetsch said.



Montrose County Commissioners Meeting Screenshot.

Commissioners voted unanimously to adopt Resolution 09-2025.

Also approved unanimously was the purchase of one 2024 GapVax MC1510 Mounted on Western Star 47X-SF Chassis, 370 HP, Allison Automatic Transmission from Faris Machinery of Grand Junction, Colorado in the total amount of \$695,000.

The agenda notes that the vehicle will be for Road & Bridge and represents a budgeted expense.

The machine will be used to clear culverts, with "Before and After" videos shared with the public, Nichols said, noting that the machine is expected to pay for itself the first year of implementation.

The purchase was fully discussed and vetted prior to approval of the 2025 budget, Hansen said, "...It's great that our new commissioners are getting up to speed...it's great to have this piece of equipment so we can be more expedient in this effort..."

Prior to adjournment, Hansen noted that there would be a meeting at 6pm in Nucla to present the findings of a working group. She said she would be in attendance and that on the 29<sup>th</sup> there will be a public meeting regarding the Naturita Travel Management Plan.

"Anybody who wishes to make comment on those issues, we would happily welcome you to those meetings," she said.

**RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE****FOUNDATION:**

- ☐ Permit Site Card posted R105.7
- ☐ Approved plans on site R106.3.1
- ☐ Setbacks per lot plan R106.3.1
- ☐ Continuous footing size/depth, per plan and soils report R401.2, R403.1 & Table R403.1
- ☐ Horizontal & vertical steel reinforcing per plan
- ☐ Concentrated load piers/footings per plan
- ☐ UFER #4 - 20' min or alternate ground E3608.1.2

**STEM WALLS:**

- ☐ 13" above pad grade and foundation R403.1.7.3
- ☐ Concrete 6" min, masonry CMU 8" min width R404; Table R404.1.1(1-9)
- ☐ Horizontal & Vertical steel reinforcing per plan
- ☐ Concrete cover 1-1/2" min ACI 318-99
- ☐ Shear-wall hold-downs; type & location per plan
- ☐ Sill-plate anchor bolts; size, spacing R403.1.6
- ☐ Reinforcing bond beam per plans (CMU) R606.12.2.2.3; Figure R606.11.(2)
- ☐ Masonry head/bed joints 3/8" R606.3.1

**UNDERGROUND PLUMBING:****A. SEWER:**

- ☐ Material & size
- ☐ Min 1/4" per foot for 2-1/2" diameter or less; min 1/8" per foot for 3" diameter or greater R3005.3
- ☐ Proper glue/fittings R3003.3.2
- ☐ Exterior 2-way clean-out P3005.2.8
- ☐ Additional clean-outs as needed P3005.2
  - 1. Each 100' P3005.2.1
  - 2. Change of direction greater than 45 degrees P3005.2.4
- ☐ Sand or clean soil bedding P2604.1 (ALL TRADES)
- ☐ 12" clean backfill placed before mechanical compaction P2604.3 (ALL TRADES)
- ☐ 5' water head P2503.5.1
- ☐ Drain & vent pipe sizing P3005.4; Tables P3005.4.1 & P3005.4.2
- ☐ Proper sweep at all fittings Table P3005.1
- ☐ Trap arm size P3201.7 & Table 3201.7
- ☐ Island venting/foot vents P3112.2

**B. WATER SERVICE:**

- ☐ Water service/line size P2903.7 & Appendix P
- ☐ Soldered/brazed joints for copper/brass P2103.3
- ☐ Pipe supported at all cross-over P2605.1
- ☐ Pressure regulator if 80 PSI or greater P2903.3.1
- ☐ Frost-proof hose bibs & vacuum breakers P2903.10
- ☐ Water & sewer located in the same trench:
  - 1. Sewer pipe is approved for use under building P2906.4.1
  - 2. 5' min horizontal separation of uncompacted earth P2906.4.1
  - 3. Placed on a ledge 12' above & 12" horizontal from sewer pipe P2906.4.1
  - 4. No separations required at cross-overs if sleeved 5' in each direction from center line of sewer pipe P2906.4.1

**C. WATER DISTRIBUTION:**

- ☐ Hot & cold water branch sizing P2903.6 & Table P2903.6
- ☐ Brazed joints required under concrete slab P2906.15
- ☐ No kinked or damaged copper
- ☐ Piping sleeved (2) sizes greater penetrating masonry walls P2603.4
- ☐ No piping to pass through footings

**PRESLAB/INTERIOR BEARING FOOTINGS:**

- ☐ Size/depth/location of footings per plan R403; Table 403.1(1)
- ☐ Expansion joints per ACI 318-99.6.4
- ☐ Slab thickness (min 3-1/2") R506.1 or per soils report and/or engineering report(s)
- ☐ Copper & plastic piping sleeved through foundation walls P2603.4
- ☐ No copper or plastic piping parallel to footings P2604.4
- ☐ Under-ground electrical conduit E3803; Table E3801.4, Table E3802.1 & E3803.1

**MASONRY WALLS:**

- ☐ Steel lintel size & reinforcement per plans R606.10
- ☐ Horizontal reinforcement R606.12.2.3(1)
- ☐ Vertical steel reinforcing per plan; R606.12.2.3(2)
- ☐ 9 Gauge Horizontal joint reinforcement @ 16" O.C. R606.6.4.1.2
- ☐ Bond beam at top of wall per plan Figure R606.6.4
- ☐ Head/bed mortar joints 3/8" R606.3.1
- ☐ Beam pockets/seats/embed straps per plan
- ☐ Clean-outs for grout heights greater than 6' R606.3.5.2

**ROOF SHEATHING:**

- ☐ Roof sheathing properly rated, spaced & oriented R803.2.1
- ☐ Material & span index per plans R803.2.2
- ☐ Sheathing fastened per plans Table 602.3(1)
- ☐ OSB joints space 1/8" or per mfr. specs
- ☐ Panel joints staggered R803.2.3 or APA30
- ☐ Roof ventilation R806.1

**ROUGH FRAMING:****A. FLOOR FRAMING:**

- ☐ Floor joists within 18" & beams within 12" of soil; exterior & interior sill plates in contact with concrete treated R317.1
- ☐ Floor/girder spans per plans R502.5; Table R502.5(1) & 502.5(2)
- ☐ Load bearing lumber, beams, girders, Glu-lam beams, logs identified with grade mark or inspection agency R502
- ☐ Post size & beam connection; supported & strapped R502.9
- ☐ Fastening of framing members Table R602.3(1)
- ☐ Beam, girders & joist bearing min 1-1/2" at wood framing; 3" min at masonry; or approved metal hanger R502.8
- ☐ Notching and drilling per IRC & MFR Specs R502.8
- ☐ Web stiffeners/bracing per truss calcs; BCSI; R502.11.2
- ☐ Joist lateral support with 2x solid blocking, bands or rim joists R502.7
- ☐ Floor openings framed per plans R502.10
- ☐ 2nd floor bearing walls perpendicular to floor joists not offset greater than depth of joists R502.4
- ☐ Floor joist under & parallel with 2nd floor bearing walls doubled R502.4
- ☐ Floor decking glued & nailed per plans Table R602.3(1)
- ☐ Stair stringers sized & installed per details
- ☐ Stair risers max 7-3/4"; treads min 10" R311.7.5.1
- ☐ Door landing depth equal to width of stairs, min 36" R311.7.6

## RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE

### **A. FLOOR FRAMING Cont.:**

- ☐ Min 6'8" headroom above stairs R311.7.2
- ☐ All miscellaneous nailing per table R602.3(1)
- ☐ Fire-blocking at floor openings R602.8 & R302.11.1
- ☐ Holes with annular spaces exceeding 1/2" shall be sealed

### **B. WOOD FRAMING:**

- ☐ Wood wall studs grade & size per plans R602.2 & R602.3
- ☐ Size, height, spacing of wood wall studs R602.3.1; Table R602.3(5) & Table R602.3.1
- ☐ Interior wood wall studs R602.5
- ☐ Exterior walls & interior bearing walls have double top plate; offset 24" min R602.3.2
- ☐ Max anchor bolt spacing 6' O.C.; min (2) per sill plate within 12" & not more than (7) bolt diameters from plate ends R403.1.6
- ☐ No excessive holes or notching in studs R602.6
- ☐ Header/beam sizes per plan R602.7 & Table R602.7(1)
- ☐ Interior non-bearing walls studs max 24" O.C. R602.5
- ☐ Fire-blocking at chases, soffits, framed pop-outs, top of entry & patio columns, top plate openings R602.8 & R302.11
- ☐ Bedroom emergency egress windows per R310.1
- ☐ Min 36" hallway width R311.6
- ☐ Min 7' 0" ceiling height in habitable rooms R305.1
- ☐ Notching/boring of top plates in excess of 50% requires 16 gauge metal tie 1.5" wide with 8-16d nails on each side or covered with wood structural panel sheathing R602.6.1
- ☐ Sill plates & 1" offset at column framing contact with concrete R317.1.4

### **C. PRE-FABRICATED JOISTS & TRUSSES:**

- ☐ Truss design calcs & layout plan on job site R802.10.1
- ☐ Truss calcs & layout reviewed & sealed by structural engineer R802.10.2
- ☐ Design loads per plans & truss calcs R802.10.1
- ☐ Plate connectors match truss calcs R802.10.1(7)
- ☐ Lumber size, species & grade marks match truss calcs for each member R802.10.1(8)
- ☐ Girder truss plies & fastening matches truss calcs R802.10.1(9)
- ☐ Correct hangers, uplift devices, bearing locations & widths per truss calcs R802.10.1 & R802.11
- ☐ No cuts, notches, bored holes or spliced trusses without engineer's approval R802.10.4
- ☐ Lateral web bracing installed per truss calcs & plans R802.10.3
- ☐ Gable end truss bracing & connection to exterior wall per plan details R802.10.3
- ☐ Roof ventilation per plans R806

### **D. ROOF / CEILING FRAMING:**

- ☐ Ceiling joist size, species & grade per plan R802.5; Table R802.5.1(1)
- ☐ Roof rafters size, species & grade per plan R802.4.1; Table R802.4(1-8)
- ☐ 1-1/2" min bearing at joists & rafters R802.6
- ☐ Solid sawn wood & Glu-lam beams & headers sized per plan
- ☐ Joists & rafters fastened to top of wall per Table R602.3(1)
- ☐ Insulation baffles installed at eave vents R806.3
- ☐ Over framed conventional rafters, ridge beam & king posts installed per plan details

### **D. ROOF / CEILING FRAMING Cont.:**

- ☐ Lower roof sheathing continuous under all over-framing or 2x top chord bracing required
- ☐ Provide min 22" x 30" finished attic access where attic height is greater than 30" or area greater than 30 sf R807.1

### **E. MECHANICAL:**

- ☐ Attic furnaces supported by truss top chords & installed per mfr. installation instructions R106.1.2
- ☐ Attic furnace sized per ACCA Manual S based on building load calcs from ACCA Manual J; M1401.3
- ☐ Min 22" x 30" finished attic access within 20' of equipment location M1305.1.2
- ☐ Min 24" walkway from access opening to equipment; 20' max distance; all edges blocked & nailed M1305.1.2
- ☐ Min 30" wide work platform full length in front of equipment access; min 30" head clearance; edges blocked & nailed; no obstructions M1305.1.2
- ☐ Upper & lower combustion air vents required when gas appliances installed in confined space M1701 & G2407
- ☐ Attic equipment & "B" vents installed mfr. Installation instructions with 1" min clearance to combustibles R106.1.2, M1306.2 & M1306.2.2
- ☐ Gravity "B" vents offset max 60 degrees from vertical G2427.6.9.2
- ☐ "B" vent max horizontal length 75% of vertical length G2427.6.9.2
- ☐ Primary furnace condensate trapped & vented; slopes 1/8" per foot; supported 48" O.C. max & terminates in readily accessible location M1411.3
- ☐ Attic furnaces/air handlers shall have a drain pan installed with slope to secondary drain outlet or water level detection/equipment shut-off device M1411.3.1
- ☐ Secondary condensate line sloped 1/8" per foot & terminates in a conspicuous location M1411.3.1(1)
- ☐ A/C refrigerant lines insulated to R-4 M1411.6 & IECC 403.3
- ☐ All HVAC supply & return ducts sized per plans & installed per mfr. specs M1601.1.1 & M1602.1.2
- ☐ Metal HVAC duct insulated to R-8 in unconditioned attic space M1601.4.6; IECC403.2
- ☐ Max 1/2" per foot sag in flex duct supported at 4' O.C. per mfr. specs, SMACNA or M1601.4.4
- ☐ All HVAC flex supply & return duct connections to rigid collars have band connectors, sealed & properly taped M1601.3, M1601.4 & IECC 403.2.2
- ☐ Metal HVAC duct supported 10' O.C. with 18 gauge 1/2" wide straps, installed per mfr. specs M1601.4.3
- ☐ (1) thermostat for each separate HVAC system IECC 403.1

### **F. PLUMBING:**

- ☐ Gas line min, 3PSI air test for 10 minutes G2417.4
- ☐ Gas piping sizing G2413.3
- ☐ Black iron gas piping supports: 1/2"=6' O.C.; 3/4" or 1"=8' O.C.; 1-1/4" or larger=10 O.C.; Table G2424.1
- ☐ Gas S.O.V. outside each building G2420.3
- ☐ Gas S.O.V. within 6' of appliances G2420.5
- ☐ Electrical wiring/cable isolated from gas piping
- ☐ Elevate appliance ignition source 18" above floor in garages M1307.3 & G2408.2
- ☐ Protection from motor vehicle impact for garage appliances G2408.3

**RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE****F. PLUMBING Cont.:**

- ☐ Water heater T & P drain installed & sloped min 1/8" per foot to exterior P2804.6.1
- ☐ Protection of water & drainage pipes at wall studs & top & sill plates < 1-1/2" P2603.2.1
- ☐ Piping secured & supported to ensure alignment & prevent sagging P2605.1; Table P2605.1
- ☐ Horizontal drain & waste lines 2.5" & less sloped a min 1/4" per foot; 1/8" per foot for 3" & larger P3005.3
- ☐ Max tarp arm length & size P3201.6; Table P3105.1 & P3201.7
- ☐ Island vent height P3112.2
- ☐ All hose bibs have vacuum breakers P2902.4.3
- ☐ All concrete floor openings for P-traps grouted

**G. ELECTRICAL:**

- ☐ Install grounding electrode conductor per E3608.1.2
- ☐ Min. #4 copper or #2 aluminum water piping bond for (200 amp service) E3609; Table E3603.1.4
- ☐ Gas bonding per E3609.7; Table E3908.12
- ☐ SES mounted securely & identified with mfr. label E3404.8 & E3404.11
- ☐ SE & NM cable supported 4.5' O.C. vertically & secured within 8" of NM box Table E3802.1
- ☐ SE & NM cable protected from damage E3802.3.2
- ☐ No unprotected SE or NM cable located within 6' of attic access E3802.2.1
- ☐ Min (2) 20-amp small appliance circuits at kitchen & dining E3901.3
- ☐ No other room receptacles or lighting on small appliance circuits E3901.3.1
- ☐ Kitchen counter receptacles max space 48" O.C. & within 24" of ends of counter-tops E3901.4
- ☐ Floor boxes listed for intended application E3905.7
- ☐ Arc-fault protection required in bedrooms E3902.16
- ☐ All boxes secured, no over-fill, no pancake boxes less than 6 cubic inches E3906.8 & E3905.12
- ☐ Min 6' of conductors within boxes E3406.11.3
- ☐ Min 1/4" of NM sheathing within boxes E3905.3.1
- ☐ Boxes for ranges & ovens have proper knock-outs & sized for conductors E3905.4.2
- ☐ Proper sized conductors for A/C, ranges, cooktops, water heaters & dryers Table 3705.1
- ☐ Min (1) 20-amp circuit for laundry E3703.3
- ☐ Min (1) 20-amp circuit for bathroom receptacles E3703.4
- ☐ General receptacle spacing at 12' O.C. & within 6' of all openings & at wall greater than 24" wide E3901.2
- ☐ GFCI receptacle locations E3902.1
- ☐ Inter-connected smoke alarms required at bedrooms/rooms with closets, within the immediate vicinity outside of bedrooms, each story including basements & habitable attics R314
- ☐ Attic furnaces:
  1. light switch at attic access E3903.4
  2. Disconnect for hardwired equipment E4101.5
  3. Service outlet for at same level & within 25' of equipment E3901.12

**ENERGY EFFICIENCY (2015 IECC):**

- ☐ R-values for Zone 2A: Ceilings R-38(markers affixed to trusses at combo inspection); wood framed walls R13; mass walls R5; floors R-19; basement & crawl space wall R-10/13; concrete slab R10, 2 feet; IECC 402.1; Table 402.1.1
- ☐ (1) layer grade D felt paper over framing & sheathing R703.2
- ☐ House wrap taped, sealed & installed per mfr. specs IECC402.4
- ☐ Window & door flanges flashed/sealed & insulated between frame & jamb IECC402.4.1
- ☐ 0.3 cfm max window, skylight & Sliding Glass Door air-infiltration; 0.5 cfm max door air-infiltration IECC402.4.2
- ☐ Recessed can lights IC-rated & labeled or in airtight sealed box IECC402.4.3

**EXTERIOR STUCCO:**

- ☐ 3-1/2" weep screed flange R703.7.2.1
- ☐ 4" weep screed clearance to finished grade; 2" to concrete slabs R703.7.2.1
- ☐ Stucco: (2) layers grade D felt vapor barrier at OSB, plywood & AIS sheathing R703.6.3
- ☐ House wrap installed per mfr. specs
- ☐ 1-1/2 lb. density foam W/ES report number at walls
- ☐ 2x blocking at foam butt joints
- ☐ T & G joints for foam taped & installed per mfr. specs
- ☐ Wire lath fastened at 6" O.C. max R7003.7.1
- ☐ All pop-outs & corner aid installed, fastened 6" O.C.
- ☐ All exterior wall penetrations (piping, boxes, etc.) sealed
- ☐ All foam butt joints & windows caulked for gaps greater than 1/4"
- ☐ 1-coat, synthetic stucco systems applied per mfr. specs

**GYPSUM WALLBOARD:**

- ☐ 1/2" under stairs where accessible R302.7
- ☐ Shear fastener type & spacing per shear schedule
- ☐ Horizontal blocking & nailing per shear schedule
- ☐ Min. 1-3/8" nails at 7" O.C. at 1/2" gypsum ceilings; 8" O.C. walls Table R702.3.5
- ☐ Water resistant Gypsum board used at all tub & showers enclosure walls to 72" above drain R702.3.7 & R307.2
- ☐ Exterior soffit, entry & patio cover ceilings protected & rated for type of use
- ☐ 5/8" Type X required at garage ceiling with livable above R302.6; Table R302.6
- ☐ Cement, fiber-cement or glass mat gypsum backing at showers R702.4.2; Table R702.4.2

**FINAL INSPECTION:****A. GARAGE:**

- ☐ Floor slopes to a drain or vehicle door R309.1
- ☐ GFCI receptacles or single device for dedicated use E3902.2
- ☐ All appliances installed have vehicle impact protection (steel bollard or out of path) M1307.3.1
- ☐ Appliances with ignition sources elevated 18" M1307.3
- ☐ Upper & lower combustion air vents installed as required G2407
- ☐ Gas appliance single wall vent connectors sloped a min 1/4" per foot & all joints fastened with (3) sheet metal screws G2427.10.6 & G2427.10.7
- ☐ Metal ceiling fire-stop installed at "B" vent penetration per mfr. specs
- ☐ Water & gas lines #6 AWG copper (200 amp) or #3 AWG copper (400 amp) bond wire clamped at an accessible location E3609.7; Table E3908.12

**RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE****A. GARAGE Cont.:**

- ☐ Water heater T & P discharge pipe completed per P2803.6.1
- ☐ Water heaters elevated 18" P2801.7
- ☐ Over-flow pan required at water heater installed where leakage can cause damage to interior surface P2801.6
- ☐ Occupancy separation between house & garage R302.5.1
  1. 1-38" solid core or rated/labeled 20 minutes
  2. Weather-stripped gaskets & tight fitting
  3. Self-closing & self-latching

**B. ATTIC AREA:**

- ☐ Finished access opening 22" x 30" at 30+ sf & greater than 30" high R807
- ☐ Light & switch for equipment platform E3903.4
- ☐ Primary & secondary condensate drains installed, tapped & vented per mfr. specs M1411.3 & M141.3.1
- ☐ Furnaces & air handlers connected to supply circuit disconnect switch within sight or lockout device E4101.5; Table 4101.5
- ☐ Combustion air ducts installed & clear G2407.11
- ☐ Ridge, dormer & soffit vent openings clear & installed per attic ventilation calcs R806.2

**C. LAUNDRY:**

- ☐ Operable window or mechanical ventilation required R303
- ☐ Wall switched controlled lighting outlet required E3903.2
- ☐ Min. (1) outlet (20) amp circuit to serve laundry appliances E3901.8 & E3703.3
- ☐ Dryer vent terminates outside & 3' from openings M1502.3
- ☐ Floor drains to maintain a liquid seal or trap primer P3201.2

**D. HALLWAYS:**

- ☐ 36" minimum clear R311.6
- ☐ Smoke alarm(s) and carbon monoxide detectors required within immediate vicinity of bedrooms R314 & R315
- ☐ Min. (1) outlet required if greater than 10' in length E3901.10
- ☐ Wall switch-controlled lighting outlet required E3903.3

**E. STAIRS:**

- ☐ 36" minimum clear R311.7.1
- ☐ Landings 36" min. depth x width of stairs R311.7.6
- ☐ Min. 10" tread depth; max. 7-3/4" rise; +/- 3/8" deviation R311.7.5.2
- ☐ 6' 8" min. head clearance R311.7.2
- ☐ Handrails required @ four or more risers R311.7.8
- ☐ Handrails 34" - 38" above nose of tread R311.7.8.1
- ☐ Handrails have 1-1/2" clearance to wall R311.7.8.3
- ☐ Handrail 1-1/4" - 2" cross-dimension R311.7.8.5
- ☐ Handrails extend to top & bottom risers with returns to wall or newel post R311.7.8.4
- ☐ Safety glazing within 3' of walking surface or <60" A.F.F. or within 5' horizontally of the bottom tread in any direction & <60" A.F.F. R308.4.6 & R308.4.7
- ☐ Min. 36" high guardrail that does not allow passage of a 4" sphere between openings R302.1.3
- ☐ Wall switch-controlled lighting outlet required E3903.3.1

**F. BEDROOMS & DENS (w/ closet):**

- ☐ Egress window min. 5.7 sf except 5.0 sf at grade level R310.2.1
- ☐ Min. egress opening 24" height; min 20" width R310.1.2 & R310.2.1
- ☐ Window sill height max 44" measured from the finished floor R310.2.2
- ☐ Window sill height max 44" measured from the finished floor R310.2.2
- ☐ Min. 24" sill height if > 72" above exterior grade R312.2.1
- ☐ Basement window well min 9 sf total area R310.2.3
- ☐ Window well ladder required if height >44" R310.2.3.1
- ☐ Bars, grills, covers & screens operable without special tools or knowledge R310.4
- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Smoke alarm in each bedroom/ sleeping room; all inter-connected & install per mfr. Instructions R314
- ☐ Light fixtures installed in clothes closets measured horizontally min. 12" or depth of shelf; 6" min. if fluorescent R4003.12

**G. BATHROOMS:**

- ☐ Min 50 cfm exhaust fans installed in heater closet rooms & bathrooms or natural ventilation of 1.5 sf min R303.3 & Table M1505.4.4
- ☐ Water closet 1.6 GPF required ARS45-312; Table P2903.2
- ☐ Min. 30" clear width at water closet Fig. R307.1 & P2705.1(5)
- ☐ 15" min. from wall to center of water closet Figure R307.1
- ☐ Water closet based sealed to floor
- ☐ 21" min. clear space at front of water closet Figure R307.1
- ☐ Shower compartment min. head height 6' 8" R305.1(2)
- ☐ Safety glazing at all windows <60" above floor R308.4.5
- ☐ Safety glazing required at shower doors R308.4
- ☐ Non-absorbent surface at bathtubs & showers min. 6' above floor R307.2
- ☐ Max 2.5 GPM shower heads ARS 45.312; Table P2903.2

**H. KITCHEN / DINING:**

- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Min. (2) 20amp circuits at kitchen, dining, pantry, & breakfast E3703.2
- ☐ GFCI protected receptacles at kitchen counter max space 48" O.C. & within 24" of ends of counter-tops E3904.4.1 & E3902.6
- ☐ Kitchen sink, drain, disposal & faucet installed; max 2.2 GPM aerator ARS 45-312; Table P2903.2
- ☐ Clean-out installed for sink & foot vent
- ☐ Sink trap arm offset max 90 degrees
- ☐ Dishwasher receptacle installed within 6" of appliance E3901.5
- ☐ Permanent cooking appliances wired, plumbed, vented, installed per mfr. specs if present
- ☐ Nameplate rating of cooking appliances match conductor sizing & over current protection E3702.
- ☐ Electric wire/cable within cabinets protected from damage w/ metallic flex conduit & metal boxes installed E3802.3.2
- ☐ All gas lines have shut-off valves G2420.1
- ☐ Max 6' listed/labeled connector G2422.1.2.1

# RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE

## I. OTHER HABITAT ROOMS:

- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Min. (1) Exit door 32" wide x 6'8" high & side hinged R311.2
- ☐ Safety glazing at windows R308.4:
  1. Manufactures label etched into glazing R308.1
  2. Within 24" of arc of door R308.4.2(1)
  3. Fixed & sliding panels of door assemblies R308.4.2
  4. All glazing < 18" A.F.F. with the top edge >36" A.F.F. with individual panes > 9 sf & within 36" of a walking surface R308.4.3
- ☐ Fireplace installation complete:
  1. Factory-built gas fireplaces installed per listing R1004.1 & R106.1.2
  2. All gas lines have shut-off valves G2420.1
  3. Max 6' listed/labeled connector G2422.1.2.1
  4. Approved for wood burning only by EPA & installed per mfr. installation instructions & masonry per R1001.1 & R1003.1

## J. EXTERIOR:

- ☐ Address numbers plainly visible & legible from front street R319.1
- ☐ Exterior door landings within 1-1/2" of threshold R311.3.1
- ☐ Roofing complete with approved roof covering R903.1
- ☐ Fireplace spark arrester installed, min. 2' above any roof within 10' horizontal R103.9.2
- ☐ ABS vents extend min. 6" above roof P3103.1.1
- ☐ "B" vents min. 12" above roof; not within 48" of window or other openings; min 8' from vertical wall G2427.6.4
- ☐ Roof vents installed per attic ventilation calcs R806.2
- ☐ HVAC equipment have proper fuse size per mfr. label E3702.11
- ☐ HVAC equipment have disconnects within sight; E4101.5 & Table E4101.5
- ☐ Disconnects have min. 30" x 36" working clearance E3405.2
- ☐ Ground mounts HVAC units have 3" high pad M1305.1.3.1
- ☐ All roof flashing installed per R90.2
- ☐ Exterior GFCI receptacles installed E3902.3
- ☐ Exterior light fixtures installed at exit doors & stairs E3903.3
- ☐ Exterior boxes, conduits & fittings listed for wet locations & have W/P covers E3905.11
- ☐ A/C condensate drain(s) installed to exterior w/90-degree elbows M1411.3
- ☐ All hose bibs have vacuum breakers P2902.4.3
- ☐ Grade away from foundation 6" min. within 10' R401.3
- ☐ Sewer back water valve installed; extension arm required if over 18" P3008.1
- ☐ Electric Panel board complete:
  1. #4 copper UFER, E3608.1.2
  2. Proper size/type circuit breakers E3404.3
  3. Min. (2) 20 amp small appliance circuits E3703.2
  4. Min. (1) 20 amp bathroom circuit E3703.4
  5. All circuits permanently labeled with indelible ink or equal E3706.2
  6. No damaged conductors
  7. Min. 36" deep x 30" wide working clearance at front of enclosures E3405.2
  8. Lugs not over-filled E3406.10
  9. Same size conductors under same lug per mf specs
  10. Oxide inhibitor installed at aluminum conductor termination at lugs/breakers E3406.8
  11. Rear bushing installed for home runs E3803.7
  12. Dead front installed E3404.9

## J. EXTERIOR Cont.:

13. No unused openings (knock-outs) E3404.6, E3906.4 & E3907.5
14. 1/4" air space behind panel E3907.3
15. Panels securely mounted to wall with solid wood, plywood, metal brackets & be weather resistant R703.1 & E3404.8

## K. MISCELLANEOUS:

- ☐ Verify all inspections have been approved & permit is still valid; not expire
- ☐ Drainage & grading cert submitted & recorded prior to final inspection
- ☐ Verify that all building certifications are received; stucco, insulation, etc.
- ☐ Verify that all post tension cable & tensioning reports are received

All items on this check list are based upon the  
2018 INTERNATIONAL RESIDENTIAL CODE

## RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE

### **A. FLOOR FRAMING Cont.:**

- ☐ Min 6'8" headroom above stairs R311.7.2
- ☐ All miscellaneous nailing per table R602.3(1)
- ☐ Fire-blocking at floor openings R602.8 & R302.11.1
- ☐ Holes with annular spaces exceeding 1/2" shall be sealed

### **B. WOOD FRAMING:**

- ☐ Wood wall studs grade & size per plans R602.2 & R602.3
- ☐ Size, height, spacing of wood wall studs R602.3.1; Table R602.3(5) & Table R602.3.1
- ☐ Interior wood wall studs R602.5
- ☐ Exterior walls & interior bearing walls have double top plate; offset 24" min R602.3.2
- ☐ Max anchor bolt spacing 6' O.C.; min (2) per sill plate within 12" & not more than (7) bolt diameters from plate ends R403.1.6
- ☐ No excessive holes or notching in studs R602.6
- ☐ Header/beam sizes per plan R602.7 & Table R602.7(1)
- ☐ Interior non-bearing walls studs max 24" O.C. R602.5
- ☐ Fire-blocking at chases, soffits, framed pop-outs, top of entry & patio columns, top plate openings R602.8 & R302.11
- ☐ Bedroom emergency egress windows per R310.1
- ☐ Min 36" hallway width R311.6
- ☐ Min 7' 0" ceiling height in habitable rooms R305.1
- ☐ Notching/boring of top plates in excess of 50% requires 16 gauge metal tie 1.5" wide with 8-16d nails on each side or covered with wood structural panel sheathing R602.6.1
- ☐ Sill plates & 1" offset at column framing contact with concrete R317.1.4

### **C. PRE-FABRICATED JOISTS & TRUSSES:**

### **D. ROOF / CEILING FRAMING Cont.:**

- ☐ Lower roof sheathing continuous under all over-framing or 2x top chord bracing required
- ☐ Provide min 22" x 30" finished attic access where attic height is greater than 30" or area greater than 30 sf R807.1

### **E. MECHANICAL:**

- ☐ Attic furnaces supported by truss top chords & installed per mfr. installation instructions R106.1.2
- ☐ Attic furnace sized per ACCA Manual S based on building load calcs from ACCA Manual J; M1401.3
- ☐ Min 22" x 30" finished attic access within 20' of equipment location M1305.1.2
- ☐ Min 24" walkway from access opening to equipment; 20' max distance; all edges blocked & nailed M1305.1.2
- ☐ Min 30" wide work platform full length in front of equipment access; min 30" head clearance; edges blocked & nailed; no obstructions M1305.1.2
- ☐ Upper & lower combustion air vents required when gas appliances installed in confined space M1701 & G2407
- ☐ Attic equipment & "B" vents installed mfr. Installation instructions with 1" min clearance to combustibles R106.1.2, M1306.2 & M1306.2.2
- ☐ Gravity "B" vents offset max 60 degrees from vertical G2427.6.9.2
- ☐ "B" vent max horizontal length 75% of vertical length G2427.6.9.2
- ☐ Primary furnace condensate trapped & vented; slopes 1/8" per foot; supported 48" O.C. max & terminates in readily accessible location M1411.3
- ☐ Attic furnaces/air handlers shall have a drain pan installed with slope to secondary drain outlet or water level

**RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE****F. PLUMBING Cont.:**

- ☐ Water heater T & P drain installed & sloped min 1/8" per foot to exterior P2804.6.1
- ☐ Protection of water & drainage pipes at wall studs & top & sill plates < 1-1/2" P2603.2.1
- ☐ Piping secured & supported to ensure alignment & prevent sagging P2605.1; Table P2605.1
- ☐ Horizontal drain & waste lines 2.5" & less sloped a min 1/4" per foot; 1/8" per foot for 3" & larger P3005.3
- ☐ Max tarp arm length & size P3201.6; Table P3105.1 & P3201.7
- ☐ Island vent height P3112.2
- ☐ All hose bibs have vacuum breakers P2902.4.3
- ☐ All concrete floor openings for P-traps grouted

**G. ELECTRICAL:**

- ☐ Install grounding electrode conductor per E3608.1.2
- ☐ Min. #4 copper or #2 aluminum water piping bond for (200 amp service) E3609; Table E3603.1.4
- ☐ Gas bonding per E3609.7; Table E3908.12
- ☐ SES mounted securely & identified with mfr. label E3404.8 & E3404.11
- ☐ SE & NM cable supported 4.5' O.C. vertically & secured within 8" of NM box Table E3802.1
- ☐ SE & NM cable protected from damage E3802.3.2
- ☐ No unprotected SE or NM cable located within 6' of attic access E3802.2.1
- ☐ Min (2) 20-amp small appliance circuits at kitchen & dining E3901.3
- ☐ No other room receptacles or lighting on small appliance circuits E3901.3.1
- ☐ Kitchen counter receptacles max space 48" O.C. & within 24" of ends of counter-tops E3901.4
- ☐ Floor boxes listed for intended application E3905.7
- ☐ Arc-fault protection required in bedrooms E3902.16
- ☐ All boxes secured, no over-fill, no pancake boxes less than 6 cubic inches E3906.8 & E3905.12
- ☐ Min 6' of conductors within boxes E3406.11.3
- ☐ Min 1/4" of NM sheathing within boxes E3905.3.1
- ☐ Boxes for ranges & ovens have proper knock-outs & sized for conductors E3905.4.2
- ☐ Proper sized conductors for A/C, ranges, cooktops, water heaters & dryers Table 3705.1
- ☐ Min (1) 20-amp circuit for laundry E3703.3
- ☐ Min (1) 20-amp circuit for bathroom receptacles E3703.4
- ☐ General receptacle spacing at 12' O.C. & within 6' of all openings & at wall greater than 24" wide E3901.2
- ☐ GFCI receptacle locations E3902.1
- ☐ Inter-connected smoke alarms required at bedrooms/rooms with closets, within the immediate vicinity outside of bedrooms, each story including basements & habitable attics R314
- ☐ Attic furnaces:
  1. light switch at attic access E3903.4
  2. Disconnect for hardwired equipment E4101.5
  3. Service outlet for at same level & within 25' of equipment E3901.12

**ENERGY EFFICIENCY (2015 IECC):**

- ☐ R-values for Zone 2A: Ceilings R-38(markers affixed to trusses at combo inspection); wood framed walls R13; mass walls R5; floors R-19; basement & crawl space wall R-10/13; concrete slab R10, 2 feet; IECC 402.1; Table 402.1.1
- ☐ (1) layer grade D felt paper over framing & sheathing R703.2
- ☐ House wrap taped, sealed & installed per mfr. specs IECC402.4
- ☐ Window & door flanges flashed/sealed & insulated between frame & jamb IECC402.4.1
- ☐ 0.3 cfm max window, skylight & Sliding Glass Door air-infiltration; 0.5 cfm max door air-infiltration IECC402.4.2
- ☐ Recessed can lights IC-rated & labeled or in airtight sealed box IECC402.4.3

**EXTERIOR STUCCO:**

- ☐ 3-1/2" weep screed flange R703.7.2.1
- ☐ 4" weep screed clearance to finished grade; 2" to concrete slabs R703.7.2.1
- ☐ Stucco: (2) layers grade D felt vapor barrier at OSB, plywood & AIS sheathing R703.6.3
- ☐ House wrap installed per mfr. specs
- ☐ 1-1/2 lb. density foam W/ES report number at walls
- ☐ 2x blocking at foam butt joints
- ☐ T & G joints for foam taped & installed per mfr. specs
- ☐ Wire lath fastened at 6" O.C. max R7003.7.1
- ☐ All pop-outs & corner aid installed, fastened 6" O.C.
- ☐ All exterior wall penetrations (piping, boxes, etc.) sealed
- ☐ All foam butt joints & windows caulked for gaps greater than 1/4"
- ☐ 1-coat, synthetic stucco systems applied per mfr. specs

**GYPSUM WALLBOARD:**

- ☐ 1/2" under stairs where accessible R302.7
- ☐ Shear fastener type & spacing per shear schedule
- ☐ Horizontal blocking & nailing per shear schedule
- ☐ Min. 1-3/8" nails at 7" O.C. at 1/2" gypsum ceilings; 8" O.C. walls Table R702.3.5
- ☐ Water resistant Gypsum board used at all tub & showers enclosure walls to 72" above drain R702.3.7 & R307.2
- ☐ Exterior soffit, entry & patio cover ceilings protected & rated for type of use
- ☐ 5/8" Type X required at garage ceiling with livable above R302.6; Table R302.6
- ☐ Cement, fiber-cement or glass mat gypsum backing at showers R702.4.2; Table R702.4.2

**FINAL INSPECTION:****A. GARAGE:**

- ☐ Floor slopes to a drain or vehicle door R309.1
- ☐ GFCI receptacles or single device for dedicated use E3902.2
- ☐ All appliances installed have vehicle impact protection (steel bollard or out of path) M1307.3.1
- ☐ Appliances with ignition sources elevated 18" M1307.3
- ☐ Upper & lower combustion air vents installed as required G2407
- ☐ Gas appliance single wall vent connectors sloped a min 1/4" per foot & all joints fastened with (3) sheet metal screws G2427.10.6 & G2427.10.7
- ☐ Metal ceiling fire-stop installed at "B" vent penetration per mfr. specs
- ☐ Water & gas lines #6 AWG copper (200 amp) or #3 AWG copper (400 amp) bond wire clamped at an accessible location E3609.7; Table E3908.12

## RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE

### **A. GARAGE Cont.:**

- ☐ Water heater T & P discharge pipe completed per P2803.6.1
- ☐ Water heaters elevated 18" P2801.7
- ☐ Over-flow pan required at water heater installed where leakage can cause damage to interior surface P2801.6
- ☐ Occupancy separation between house & garage R302.5.1
  1. 1-38" solid core or rated/labeled 20 minutes
  2. Weather-stripped gaskets & tight fitting
  3. Self-closing & self-latching

### **B. ATTIC AREA:**

- ☐ Finished access opening 22" x 30" at 30+ sf & greater than 30" high R807
- ☐ Light & switch for equipment platform E3903.4
- ☐ Primary & secondary condensate drains installed, tapped & vented per mfr. specs M1411.3 & M141.3.1
- ☐ Furnaces & air handlers connected to supply circuit disconnect switch within sight or lockout device E4101.5; Table 4101.5
- ☐ Combustion air ducts installed & clear G2407.11
- ☐ Ridge, dormer & soffit vent openings clear & installed per attic ventilation calcs R806.2

### **C. LAUNDRY:**

- ☐ Operable window or mechanical ventilation required R303
- ☐ Wall switched controlled lighting outlet required E3903.2
- ☐ Min. (1) outlet (20) amp circuit to serve laundry appliances E3901.8 & E3703.3
- ☐ Dryer vent terminates outside & 3' from openings M1502.3
- ☐ Floor drains to maintain a liquid seal or trap primer P3201.2

### **D. HALLWAYS:**

- ☐ 36" minimum clear R311.6
- ☐ Smoke alarm(s) and carbon monoxide detectors required within immediate vicinity of bedrooms R314 & R315
- ☐ Min. (1) outlet required if greater than 10' in length E3901.10
- ☐ Wall switch-controlled lighting outlet required E3903.3

### **E. STAIRS:**

- ☐ 36" minimum clear R311.7.1
- ☐ Landings 36" min. depth x width of stairs R311.7.6
- ☐ Min. 10" tread depth; max. 7-3/4" rise; +/- 3/8" deviation R311.7.5.2
- ☐ 6' 8" min. head clearance R311.7.2
- ☐ Handrails required @ four or more risers R311.7.8
- ☐ Handrails 34" - 38" above nose of tread R311.7.8.1
- ☐ Handrails have 1-1/2" clearance to wall R311.7.8.3
- ☐ Handrail 1-1/4" - 2" cross-dimension R311.7.8.5
- ☐ Handrails extend to top & bottom risers with returns to wall or newel post R311.7.8.4
- ☐ Safety glazing within 3' of walking surface or <60" A.F.F. or within 5' horizontally of the bottom tread in any direction & <60" A.F.F. R308.4.6 & R308.4.7
- ☐ Min. 36" high guardrail that does not allow passage of a 4" sphere between openings R302.1.3
- ☐ Wall switch-controlled lighting outlet required E3903.3.1

### **F. BEDROOMS & DENS (w/ closet):**

- ☐ Egress window min. 5.7 sf except 5.0 sf at grade level R310.2.1
- ☐ Min. egress opening 24" height; min 20" width R310.1.2 & R310.2.1
- ☐ Window sill height max 44" measured from the finished floor R310.2.2
- ☐ Window sill height max 44" measured from the finished floor R310.2.2
- ☐ Min. 24" sill height if > 72" above exterior grade R312.2.1
- ☐ Basement window well min 9 sf total area R310.2.3
- ☐ Window well ladder required if height >44" R310.2.3.1
- ☐ Bars, grills, covers & screens operable without special tools or knowledge R310.4
- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Smoke alarm in each bedroom/ sleeping room; all inter-connected & install per mfr. Instructions R314
- ☐ Light fixtures installed in clothes closets measured horizontally min. 12" or depth of shelf; 6" min. if fluorescent R4003.12

### **G. BATHROOMS:**

- ☐ Min 50 cfm exhaust fans installed in heater closet rooms & bathrooms or natural ventilation of 1.5 sf min R303.3 & Table M1505.4.4
- ☐ Water closet 1.6 GPF required ARS45-312; Table P2903.2
- ☐ Min. 30" clear width at water closet Fig. R307.1 & P2705.1(5)
- ☐ 15" min. from wall to center of water closet Figure R307.1
- ☐ Water closet based sealed to floor
- ☐ 21" min. clear space at front of water closet Figure R307.1
- ☐ Shower compartment min. head height 6' 8" R305.1(2)
- ☐ Safety glazing at all windows <60" above floor R308.4.5
- ☐ Safety glazing required at shower doors R308.4
- ☐ Non-absorbent surface at bathtubs & showers min. 6' above floor R307.2
- ☐ Max 2.5 GPM shower heads ARS 45.312; Table P2903.2

### **H. KITCHEN / DINING:**

- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Min. (2) 20amp circuits at kitchen, dining, pantry, & breakfast E3703.2
- ☐ GFCI protected receptacles at kitchen counter max space 48" O.C. & within 24" of ends of counter-tops E3904.4.1 & E3902.6
- ☐ Kitchen sink, drain, disposal & faucet installed; max 2.2 GPM aerator ARS 45-312; Table P2903.2
- ☐ Clean-out installed for sink & foot vent
- ☐ Sink trap arm offset max 90 degrees
- ☐ Dishwasher receptacle installed within 6" of appliance E3901.5
- ☐ Permanent cooking appliances wired, plumbed, vented, installed per mfr. specs if present
- ☐ Nameplate rating of cooking appliances match conductor sizing & over current protection E3702.
- ☐ Electric wire/cable within cabinets protected from damage w/ metallic flex conduit & metal boxes installed E3802.3.2
- ☐ All gas lines have shut-off valves G2420.1
- ☐ Max 6' listed/labeled connector G2422.1.2.1

**RESIDENTIAL INSPECTION CHECKLIST – 2018 INTERNATIONAL RESIDENTIAL CODE****I. OTHER HABITABLE ROOMS:**

- ☐ Natural light 8% floor area R303.1
- ☐ Natural ventilation 4% of floor area or mechanical ventilation R303.1
- ☐ Min. (1) Exit door 32" wide x 6'8" high & side hinged R311.2
- ☐ Safety glazing at windows R308.4:
  - 1. Manufactures label etched into glazing R308.1
  - 2. Within 24" of arc of door R308.4.2(1)
  - 3. Fixed & sliding panels of door assemblies R308.4.2
  - 4. All glazing < 18" A.F.F. with the top edge >36" A.F.F. with individual panes > 9 sf & within 36" of a walking surface R308.4.3
- ☐ Fireplace installation complete:
  - 1. Factory-built gas fireplaces installed per listing R1004.1 & R106.1.2
  - 2. All gas lines have shut-off valves G2420.1
  - 3. Max 6' listed/labeled connector G2422.1.2.1
  - 4. Approved for wood burning only by EPA & installed per mfr. installation instructions & masonry per R1001.1 & R1003.1

**J. EXTERIOR:**

- ☐ Address numbers plainly visible & legible from front street R319.1
- ☐ Exterior door landings within 1-1/2" of threshold R311.3.1
- ☐ Roofing complete with approved roof covering R903.1
- ☐ Fireplace spark arrester installed, min. 2' above any roof within 10' horizontal R103.9.2
- ☐ ABS vents extend min. 6" above roof P3103.1.1
- ☐ "B" vents min. 12" above roof; not within 48" of window or other openings; min 8' from vertical wall G2427.6.4
- ☐ Roof vents installed per attic ventilation calcs R806.2
- ☐ HVAC equipment have proper fuse size per mfr. label E3702.11
- ☐ HVAC equipment have disconnects within sight; E4101.5 & Table E4101.5
- ☐ Disconnects have min. 30" x 36" working clearance E3405.2
- ☐ Ground mounts HVAC units have 3" high pad M1305.1.3.1
- ☐ All roof flashing installed per R90.2
- ☐ Exterior GFCI receptacles installed E3902.3
- ☐ Exterior light fixtures installed at exit doors & stairs E3903.3
- ☐ Exterior boxes, conduits & fittings listed for wet locations & have W/P covers E3905.11
- ☐ A/C condensate drain(s) installed to exterior w/90-degree elbows M1411.3
- ☐ All hose bibs have vacuum breakers P2902.4.3
- ☐ Grade away from foundation 6" min. within 10' R401.3
- ☐ Sewer back water valve installed; extension arm required if over 18" P3008.1
- ☐ Electric Panel board complete:
  - 1. #4 copper UFER, E3608.1.2
  - 2. Proper size/type circuit breakers E3404.3
  - 3. Min. (2) 20 amp small appliance circuits E3703.2
  - 4. Min. (1) 20 amp bathroom circuit E3703.4
  - 5. All circuits permanently labeled with indelible ink or equal E3706.2
  - 6. No damaged conductors
  - 7. Min. 36" deep x 30" wide working clearance at front of enclosures E3405.2
  - 8. Lugs not over-filled E3406.10
  - 9. Same size conductors under same lug per mf specs
  - 10. Oxide inhibitor installed at aluminum conductor termination at lugs/breakers E3406.8
  - 11. Rear bushing installed for home runs E3803.7
  - 12. Dead front installed E3404.9

**J. EXTERIOR Cont.:**

- 13. No unused openings (knock-outs) E3404.6, E3906.4 & E3907.5
- 14. 1/4" air space behind panel E3907.3
- 15. Panels securely mounted to wall with solid wood, plywood, metal brackets & be weather resistant R703.1 & E3404.8

**K. MISCELLANEOUS:**

- ☐ Verify all inspections have been approved & permit is still valid; not expire
- ☐ Drainage & grading cert submitted & recorded prior to final inspection
- ☐ Verify that all building certifications are received; stucco, insulation, etc.
- ☐ Verify that all post tension cable & tensioning reports are received

All items on this check list are based upon the  
2018 INTERNATIONAL RESIDENTIAL CODE



## **MONTROSE CITY COUNCIL**

**January 21, 2025**

A regular meeting of the Montrose City Council was held on Tuesday, January 21, 2025, at 6:00 p.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, Sydney Bell, Lauren Clark, Bill Bell, Ann Morgenthaler, Chris Dowsey, Greg Story, David Bries, Lisa DelPiccolo, William Reis, LeeAnne Whittaker, Scott Murphy, Gunnison Clamp, Briceida Ortega, David Bries, Blaine Hall, Mike Steffes, Tyler Cunningham, Jim Scheid, Jace Hochwalt, Darinka Skybova, Jordyn Simo, Kathryn Jakino, Robin Kittell, Niyati Patel, Reign Icasiano

### **GUESTS**

John Brown, Cindi Olinghouse, Tom Mathis, Michael Badagliacco, members of Scout Troop 491

### **CALL TO ORDER**

Mayor J. David Reed called the meeting to order at 6:03 p.m.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **CHANGES TO THE AGENDA**

No changes were made to the agenda.

### **YOUTH CITY COUNCIL PROCLAMATION**

Youth City Council Mayor Sydney Bell and the Youth City Council proclaimed January 2025 as Teen Driving Safety Month in the City of Montrose.

## **CALL FOR PUBLIC COMMENT**

Tom Mathis spoke regarding concerns with regional building codes and inspections.

John Brown spoke in favor of local law enforcement agencies working with federal law enforcement to deport illegal immigrants.

Michael Badagliacco spoke in opposition to a city policy regarding mass immigration response procedure and warned of possible consequences including cuts in federal funding.

Cindi Olinghouse spoke in favor of City Council decisions aligning with executive orders imposed by President Donald Trump.

## **APPROVAL OF MINUTES**

City Council considered the minutes of the January 6, 2025, special City Council meeting and the January 7, 2025, regular City Council meeting.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve the minutes of the January 6, 2025, special City Council meeting and the January 7, 2025, regular City Council meeting as presented. All voted yes. Motion passed.

## **PLANNING COMMISSION APPOINTMENT**

City Council considered the reappointment of Delphine Jadot to the City of Montrose Planning Commission for a term that ends on December 31, 2028.

A motion was made by Dave Frank, seconded by Doug Glaspell, to reappoint Delphine Jadot to the City of Montrose Planning Commission for a term that ends on December 31, 2028. All voted yes. Motion passed.

## **2025 ANNUAL ANNEXATION REPORT AND 3-MILE PLAN**

City Council considered the 2025 Annexation Report and 3-Mile Plan.

Senior Planner William Reis presented the 2025 Annexation Report and 3-Mile Plan. Mr. Reis said this is an annual statutory requirement and the City's plan and priorities have not changed significantly over the past few years. Mr. Reis stated that four annexations were completed in

2024 totaling 108.6 acres, and all of these annexations were enclaves that did not change the 3-mile boundary.

Mr. Reis recommended approval of the 2025 Annual Annexation Report and 3-Mile Plan.

Public Comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to approve the 2025 Annexation Report and 3-Mile Plan as presented. All voted yes. Motion passed.

## **EAST MAIN STREET WATER AND STORM SEWER REPLACEMENT CONSTRUCTION CONTRACT**

City Council considered \$4,032,845.50 in expenditures for construction of the East Main Street Water and Storm Sewer Replacement Project. This includes the award of a construction contract to Ridgway Valley Enterprises in the amount of \$3,975,745.50 and a survey and engineering support contract to Del-Mont Consultants in the amount of \$57,100.00.

Mr. Murphy stated that East Main Street has asbestos cement waterlines which become weak and brittle over time and have reached the end of useful life. These lines will be upgraded with a modern PVC pipe system which will improve flow, capacity, and fire flow. This project will be an end-to-end replacement beginning at Auto Zone, crossing Townsend Avenue, and ending at San Juan Avenue. Mr. Murphy said the associated storm drain piping was also evaluated, and sections that are in poor condition or are undersized will be replaced to improve drainage and reduce the risk of flooding.

Mr. Murphy said the West Main Revitalization project between Selig and the West Main Trailhead is also scheduled to begin in March. The City is focusing on minimizing impacts to the public, and at least one lane will remain open in each direction. Events on Main Street, including the Fourth of July Parade, will be accommodated.

Mr. Murphy reviewed outreach in progress for community awareness. Mr. Murphy reviewed the bid process and recommended a contract with Ridgway Valley Enterprises. The contract amount is higher than the amount budgeted due to changes in the scope of the project, and the overage will come from the Water Capital Fund reserves.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve \$4,032,845.50 in expenditures for construction of the East Main Street Water and Storm Sewer Replacement Project as presented. All voted yes. Motion passed.

## **STAFF REPORTS**

### **Sales, Use, and Excise Tax Report**

Sales Tax Manager Leeanne Whittaker distributed a corrected report and said the meeting packet on the website has been updated. Ms. Whittaker provided a sales, use, and excise tax report for the month of November 2024. Ms. Whittaker reported that total sales and use tax collections were up 6.7 percent as compared to November of 2023 with a positive budget variance of 9.8 percent. Year-to-date collections were up 3.8 percent with a positive budget variance of 6.2 percent.

## **YOUTH CITY COUNCIL COMMENTS**

Youth City Council Representative Lauren Clark reported that the Youth City Council will host a nonprofit expo at the Montrose Pavilion on March 24. Ms. Clark said the public is invited to attend this community event to learn about nonprofits in our area.

## **CITY COUNCIL COMMENTS**

Mayor Pro Tem Dave Frank recognized Scout Troop 491 and thanked them for meeting with City Councilors earlier in the evening.

Mayor J. David Reed and Mayor Pro Tem Frank recapped the Martin Luther King Jr. Day events held on January 20 that included a proclamation read by Mayor Reed, a march, and the presentation of humanitarian awards.

## **ADJOURNMENT**

At 6:48 p.m., the meeting adjourned with no further action taken.

ATTEST:

---

J. David Reed, Mayor

---

Lisa DelPiccolo, City Clerk

## Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

**\*Note that the Division will not accept cash.**

☐ Paid by check

Uploaded to Movelt on Date

☒ Paid online

☐ New License

☐ New-Concurrent

☒ Transfer of Ownership

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Local license fee \$

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:

[SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

Applicant is applying as a/an:

☐ Individual

☒ Limited Liability Company

☐ Association or Other

☐ Corporation

☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Horse Thief Holdings LLC

FEIN

Trade Name of Establishment (DBA)

99-4796137

Wild West

Sales Tax Number

96409229

Business Telephone

970-249-1819

Address of Premises (specify exact location of premises)

17250 Hwy 550

City

County

State

ZIP Code

Montrose

Montrose

CO

81403

Mailing Address (Number and Street)

PO Box 235

City or Town

State

ZIP Code

Ridgway

CO

81432

Email Address

wildwestmontrose@gmail.com

Home Phone Number

407-963-5380

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

Present Trade Name of Establishment (DBA)

Hangin Tree Travel Plaza

Present Sales License Number

04-01435

Present Class of License

fermented malt beverage retail

Present Expiration Date

1/7/2025

### Section A - Nonrefundable Application Fee

- ☐ Application Fee for New License ..... \$1,100.00
- ☐ Application Fee for New License - with Concurrent Review ..... \$1,200.00
- ☒ Application Fee for Transfer ..... \$1,100.00

### Section B - Fermented Malt Beverage License Fees

- ☐ Retail Fermented Malt Beverage On-Premises (City) ..... \$96.25
- ☐ Retail Fermented Malt Beverage On-Premises (County) ..... \$117.50
- ☒ Retail Fermented Malt Beverage and Wine (City) ..... \$96.25
- ☐ Retail Fermented Malt Beverage and Wine (County) ..... \$117.50
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (City) ..... \$96.25
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (County) ..... \$117.50
- ☐ Master File Location Fee ..... \$25.00 x  Total \$
- ☐ Master File Background ..... \$250.00 x  Total \$

Questions? Visit [SBG.Colorado.gov/Liquor](http://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 \$

1. 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
2. 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?..... ☐ Yes ☒ No
  - b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... ☐ Yes ☒ No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... ☐ Yes ☒ No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... ☐ Yes ☒ No
  - a. The FMB On/Off is located in a county with a population of > 35,000..... ☐ Yes ☐ No
  - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... ☐ Yes ☐ No

Note - The population is determined from the recently available United States Census Bureau.

7. 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 current or former financial interest in said business including any loans to or from a licensee..... ☐ Yes ☒ No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... ☒ Yes ☐ No

☒ 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:

| Landlord | Tenant | Expires |
|----------|--------|---------|
|          |        |         |

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... ☐ Yes ☐ No

- 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".

9. 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.

| Last Name                | First Name  |          |
|--------------------------|-------------|----------|
| na                       |             |          |
| Date of Birth (MM/DD/YY) | FEIN or SSN | Interest |
|                          |             |          |
| Last Name                | First Name  |          |
|                          |             |          |
| Date of Birth (MM/DD/YY) | FEIN or SSN | Interest |
|                          |             |          |

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.

10. Name of Manager(s) for all on premises applicants.

| Last Name                | First Name |
|--------------------------|------------|
| Hildreth                 | Kitt       |
| Date of Birth (MM/DD/YY) |            |
|                          |            |

11. 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

## 12. 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.?..... ☐ Yes ☒ No

13. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name

Kitt Hildreth

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

owner

100

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

\*\* 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 and Wine Code which affect my license.

Printed Name

Kitt Hildreth

Title

owner

Authorized Signature

Date (MM/DD/YY)

12/12/24

## Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

December 12, 2024

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

**For Transfer Applications Only** - Is the license being transferred valid?..... ☒ Yes ☐ No

**Each person required to file DR 8404-I 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

☒ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)



CITY OF MONTROSE  
COMMUNITY EVENTS

# MEMO

DATE: February 4, 2025  
TO: City Council  
FROM: Kathryn Schroer, Pavilion and Community Events Manager  
RE: Approval for the Fireworks Display Contract

---

Seeking approval for the Fireworks Display Contract for the upcoming Fourth of July Celebration scheduled for Friday, July 4, 2025.

**Summary:**

Community Events is seeking formal approval for the Fireworks Display Contract for the Fourth of July Celebration on Friday, July 4, 2025. As discussed during the City Council Work Session on January 6, 2025, it became clear that the original budget allocation of \$35,000 would not be adequate to support the expanded scope of the fireworks display.

After careful consideration, Zambelli Fireworks was the selected vendor for this year's event. The total cost for their services is \$60,000, which includes all aspects of the display—setup, execution, safety measures, and cleanup. This increased budget will ensure a safe, high-quality, and spectacular experience for the Montrose community.



# INDEPENDENT CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this 22<sup>nd</sup> day of January, 2025, by and between the **CITY OF MONTROSE**, State of Colorado, a Colorado home rule municipal corporation, whose address is 400 E. Main Street, P.O. Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as "City" and Zambelli Fireworks Mfg. Co., a Pennsylvania corporation, whose address is 280 Executive Drive, Suite 100, Cranberry Township, PA 16066, hereinafter referred to as "Contractor"; the aforementioned entities may sometimes be collectively referred to as the "Parties".

WHEREAS, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

## I. SCOPE OF CONTRACTED SERVICES

The Contractor agrees to perform professional services as set forth in **Exhibit A** attached hereto and incorporated by reference herein for the Fourth of July Fireworks Display.

## II. COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall begin on the execution date of this Agreement, and be pursued with due diligence for a period of one year from the date of this Agreement, or until otherwise terminated as set forth herein.

## III. CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the level of quality, timely completion and coordination of all services rendered by the Contractor, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. In the process of executing all services rendered under this Agreement, the Contractor must use due care not to cause any damage to public or private property.

A. Contractor shall be required to comply with all applicable Federal, State and Local safety and health laws, regulations, and ordinances. The City does not assume responsibility for monitoring, directing, or ensuring Contractor's compliance with said laws, regulations, and ordinances; such responsibility shall inure to the Contractor, and shall be a duty of the Contractor under this Agreement.

## IV. COMPENSATION

For performance of the services provided under this Agreement, the City will pay the Contractor as set forth in the Fee Schedule attached hereto as **Exhibit B**, attached hereto and incorporated herein. The Contractor shall invoice the City for services performed. The invoice shall be accompanied with support documentation regarding services performed. Upon approval by the City Representative, such invoice shall be paid in full within 30 days of receipt.

## V. CITY REPRESENTATIVE

The City designates the Pavilion and Community Events Manager as its representative, and

authorizes them or their designee to make all necessary and proper decisions regarding this Agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City Attorney.

#### **VI. INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not an employee of the City. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement. Further, an IRS Form 1099 or equivalent shall be furnished to the Contractor by the City as proof of earnings for tax purposes.

#### **VII. CONTRACTOR SERVICES**

It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for professional services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

If there is prior written consent of the City permitting Contractor to subcontract some or all of the services, for the purposes of each Subcontract Agreement, no direct contractual relationship shall exist between City and any Subcontractor, but the City shall remain an intended third-party beneficiary for any work performed under the Subcontract Agreement. A Subcontractor is a person or entity who has a direct contract with Contractor to perform any effort in connection with the work. The term Subcontractor does NOT include any separate contractors engaged directly by City or such separate Contractors' Subcontractors.

Contractor shall require that every Subcontract Agreement expressly include City as an intended third-party beneficiary. Contractor shall submit to City each of its Subcontract Agreements so that City may verify that City remains an intended third-party beneficiary of each Subcontract Agreement. Contractor shall be responsible for the management of its Subcontractors in their performance of their work.

Contractor shall include the following in its agreement(s) with its Subcontractor(s): "The City is an intended third-party beneficiary of this [Subcontract] Agreement. Otherwise, nothing contained in this [Subcontract] Agreement will give rise or is intended to give rise to rights of any kind to any other third parties."

#### **VIII. ACCEPTANCE NOT WAIVER**

The City's approval of work, services rendered, and reports furnished hereunder shall not in any way relieve the Contractor of responsibility for the level of quality of the work. The City's approval or acceptance of, or payment for, any services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **IX. DEFAULT**

Each and every term and condition shall be deemed to be a material element of this Agreement.

In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default thereof.

#### **X. TERMINATION**

City may terminate this Agreement at any time for its convenience. Contractor shall be paid for work properly completed to the date of termination, as determined by the City. Contractor may terminate this Agreement at any time without prejudice to any other right or remedy, upon giving the City 30 days' written notice. In the event of Contractor's termination of this Agreement, Contractor shall have no further obligation to the City. Upon completion of work or termination of this Agreement, Contractor shall deliver unto the City any final reports relating to this Agreement and a final invoice for payment.

#### **XI. INSURANCE**

- A. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Contractor shall cause each Subcontractor of the Contractor to procure and maintain or insure the activity of the Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverages listed below (which must include coverage for the negligence of Contractor's Subcontractors). All coverages shall be endorsed to include the City and the City's officers and employees as additional insureds. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder through the term of this contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Contractor shall submit to City each of its Subcontract Agreements for verification of insurance requirements.
- C. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of services under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- D. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The coverage shall be provided on an "occurrence" basis as opposed to a "claims-made" basis. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
- E. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS

- (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- F. Every policy required above shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be responsible for any deductible losses under any policy required above.
- G. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of ONE MILLION DOLLARS (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all services under this contract.
- H. Prior to the commencement of services, certificates of insurance (for Contractor and Contractor's Subcontractors) shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall name the project or services as indicated in this Agreement, in form acceptable to the City. Every policy of insurance shall provide that the City will receive no less than thirty (30) days prior to any cancellation, termination, or material change in such policy. In addition, the Contractor shall immediately provide to the City upon Contractor's receipt any notice of cancellation, terminations, or material change received by Contractor concerning the required insurances. If the words "endeavor to" appear in the portion of the certificate addressing the cancellation, those words shall be stricken from the certificate by the agents completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The City may, at its election, withhold payment for services until the requested insurance policies are received and found to be in accordance with this Agreement.
- I. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- J. 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.

## **XII. INDEMNIFICATION**

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

- B. This indemnification shall survive the termination of this Agreement.
- C. Contractor shall include the following in its agreement(s) with its Subcontractor(s): "Subcontractor will, at its expense, defend and indemnify City and/or Contractor from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs arising out of or resulting from or occurring in connection with Subcontractor's negligence or any other torts, or breach of the Subcontract Agreement, or failure to perform fully or adequately on assigned, assumed, or delegated Work under the Agreement between City and Contractor."

### **XIII. INTEGRATION & SEVERABILITY**

- A. This Agreement, including all attachments and exhibits hereto, constitutes the entire, final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The City and Contractor recognize and affirm that any comments, promises, agreements, or understandings by them or any of their staff members, representatives, elected officials, vendors, or contractors that preceded this Agreement have become irrelevant to the enforcement of this Agreement. All prior and contemporaneous negotiations, representations, and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. The City and Contractor recognize and affirm that the City Council approves contracts and sets policy through a properly-noticed public meeting by official vote and may only amend this Agreement through a properly-noticed public meeting by official vote. Contractor agrees and affirms that it lacks any authority to create binding obligations for City or otherwise to amend, revise, or create contractual obligations for City. Accordingly, Contractor recognizes and affirms that the comments of the City's staff, employees, vendors, contractors, agents, or individual elected officials have no impact on the provisions or enforceability of the Agreement.
- B. This Agreement may be amended only by a written instrument signed by both City and Contractor.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with

a valid, legal and enforceable provision which will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Agreement. The provisions of this Agreement shall be deemed to be severable, and if any term, phrase or portion of the Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties.

#### **XIV. MISCELLANEOUS PROVISIONS**

- A. **FURTHER ASSURANCES:** Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments 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.
- B. **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.
- C. **ADA COMPLIANCE:** Any work product or document given to the City in an electronic format must be produced, designed, and created in accordance with Web Content Accessibility Guidelines ("WCAG") 2.1 AA. This includes technology accessibility standards for people using adaptive technology who are low vision, blind, hearing impaired or deaf, and people with cognitive disabilities, seizures or other physical challenges that create limitations. Contractor assumes all liability for any monetary damages assessed by any entity for noncompliance with WCAG 2.1 AA after July 1, 2024.
- D. **GOVERNING LAW AND DISPUTE RESOLUTION:**
  - i. This Agreement shall be governed by the Laws of Colorado. The Parties also agree that the Colorado Governmental Immunity Act (C.R.S. 24-10-101 et seq.) applies to this Agreement.
  - ii. The Parties agree that all disputes related to this Agreement shall be resolved in the courts located in the City and County of Montrose, Colorado unless the Parties mutually agree upon some other form of dispute resolution.
  - iii. The Parties agree that all actions brought under this Agreement shall be brought in the courts located in the City and County of Montrose, Colorado.
- E. **WITHHOLD PAYMENT PROVISION:** Notwithstanding any other remedial action by City, Contractor shall remain liable to City for any damages sustained by City by virtue of any breach under this Agreement by Contractor or any Subcontractor. City may withhold any payment to Contractor for the purpose of mitigating City's damages, until such time as the exact amount of damages due to City from Contractor is determined. City may withhold

any amount that may be due Contractor as City deems necessary to protect City against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. City's decision to withhold payment to investigate suspected non-performance or breach by Contractor or any Subcontractor, and such withholding of payment to investigate in good faith, does not constitute a default or breach under this Agreement. Contractor shall be liable for excess costs incurred by City in procuring from third parties replacement work as cover.

F. SPECIAL TERMS AND CONDITIONS: None.

EXECUTED AND EFFECTIVE the date above first written.

**CITY OF MONTROSE**

\_\_\_\_\_  
William E. Bell, City Manager

**CONTRACTOR**

  
\_\_\_\_\_  
Danielle Fredrickson, Director - Admin./HR  
Zambelli Fireworks Mfg. Co.  
1060 Holland Drive, Suite J  
Boca Raton, FL 33487

561-395-0955 x1202

[dfredrickson@zambellifireworks.com](mailto:dfredrickson@zambellifireworks.com)

STATE OF COLORADO     )  
                                          ) SS.  
COUNTY OF MONTROSE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **William E. Bell**, City Manager.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary

~~STATE OF COLORADO~~     )  
~~COUNTY OF MONTROSE~~    )  
**FLORIDA**  
**PALM BEACH**     ) SS.

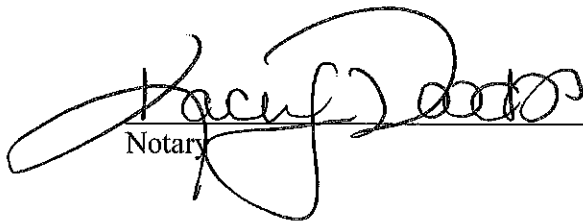
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January,  
2025, by Danielle Fredrickson

Witness my hand and official seal.  
My commission expires: 4-20-26

(SEAL)



Kacey Woods  
Comm.: HH 255772  
Expires: April 20, 2026  
Notary Public - State of Florida

  
\_\_\_\_\_  
Notary

**Exhibit A: Scope of Contracted Services**

**Show Date:** JULY 4, 2025

**Show Duration:** 16-18 minutes

**Show Start Time:** the beginning of dusk

**Launch Site:** 38°27'50.1"N 107°52'55.8"W (38.463923, -107.882155)

**Display specifications set forth in proposal:**

- Opener
  - 10-3" finale salutes
  - 60-3" color finale
  - 12-4" color finale
  - 1-1.5 inch 100 shot multishot cake
- Body of Program
  - 180-4" assorted color and pattern shells
  - 180-5" assorted color and pattern shells
  - 63-6" assorted color and pattern shells
  - 8-100 shot assorted color multishot devices
  - 6-400 shot V shape multishot devices
- Grand Finale
  - 30-3" finale salute shells
  - 240-3" color finale shells
  - 78-4" color finale shells
  - 30-5" color finale shells
  - 16-6" color finale shells
- 4,199 total shots

**Additional Insurance Liability Coverage set forth in proposal:** \$10 Million dollars (per show coverage) for each Fireworks Display.

**Additional Transportation Liability Coverage set forth in proposal:** \$5 Million dollars as required by United States Department of Transportation. (DOT)

**Permit/Fire Dept:** Zambelli Fireworks shall secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

**Transportation:** Fireworks and equipment shall be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

**Personnel:** Zambelli shall use Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

**Safety Procedures:** Zambelli Fireworks shall adhere to all safety regulations. NFPA 1123, 1126 and NFPA 160 codes shall be strictly enforced.

**Exhibit B: Compensation:**

Fee Schedule:

Total Fee: \$60,000

Contractor shall invoice the City in the amount of \$30,000 upon the execution of this contract.

Contractor shall invoice the City in the amount of \$30,000 on or after July 1, 2025.

Payment terms are set forth in Compensation Section.

# **Zambelli**

## **FIREWORKS**

CITY OF MONTROSE COLORADO

JULY 4, 2025



Fireworks Proposal Prepared By

Ernie Simmons

303-570-5135

Cell 863-287-9168

[esimmons@zambellifireworks.com](mailto:esimmons@zambellifireworks.com)

# Zambelli

## FIREWORKS

### Display Overview: MONTROSE COLORADO

**Show Date:** JULY 4, 2025

**BUDGET:** \$60,000.00-16-18 minutes

**Insurance Liability Coverage:** \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

**Permit/Fire Dept:** Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

**Transportation Liability Coverage:** \$5 Million dollars as required by United States Department of Transportation. (DOT)

**Workers Compensation:** Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Colorado.

**Transportation:** Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

**Personnel:** Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

**Safety Procedures:** Zambelli Fireworks adheres to all safety regulations. NFPA 1123, 1126 and NFPA 160 codes will be strictly enforced.

# **Zambelli**

## **FIREWORKS**

### **Montrose Colorado**

**\$60,000.00 Budget**

#### **Opener**

**10-3" finale salutes**

**60-3" color finale**

**12-4" color finale**

**1-1.5 inch 100 shot multishot cake**

#### **Body of Program**

**180-4" assorted color and pattern shells**

**180-5" assorted color and pattern shells**

**63-6" assorted color and pattern shells**

**8-100 shot assorted color multishot devices**

**6-400 shot V shape multishot devices**

#### **Grand Finale**

**30-3" finale salute shells**

**240-3" color finale shells**

**78-4" color finale shells**

**30-5" color finale shells**

**16-6" color finale shells**

**4199 total shots**

# Zambelli

## FIREWORKS

### Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.



## **Details of Proposed Show Segments**

**OPENING:** An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

**The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.**

**FEATURE PRESENTATION:** The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

**Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.**

**BARRAGES OF MULTI-SHOT DEVICES:** Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

# Zambelli

## FIREWORKS

### **GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

**The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.**

### **Products:**

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2015 July 4<sup>th</sup> display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

# Zambelli

## FIREWORKS

### WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Colorado network which is unrivaled in the industry. With our offices in Denver, a permanent storage facility in Aurora, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

**Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.**

### Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL, the western office is located in Bakersfield, CA, the central US office is in Denver Co. Zambelli Fireworks currently employs over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

# Zambelli

## FIREWORKS

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom

and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust

# Zambelli

## FIREWORKS

us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

### **COMPANY EXPERIENCE:**

#### *Internationally Known Programs*

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

#### *Top U.S. Festivals and Civic Celebrations*

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250<sup>th</sup> Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

#### *Sports Franchises and Venues*

MLB World Series, NFL Super Bowl, Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Florida Marlins, Atlanta Braves, Washington Redskins, Pittsburgh Steelers, Tampa Bay Bucs, Miami Dolphins, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem War Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

#### *Colorado Displays*

Colorado Rockies, Colorado Rapids, Colorado Outlaws, City of Aurora, City of Arvada, City of Thornton, Town of Idaho Springs, Fiddlers Green, Elitch Gardens, Steamboat Springs Ski Resort, I25 Speedway, City of Cripple Creek, City of Longmont, Canon City, City of Westminster, City of Durango, City of Ft. Collins, Downtown Denver New Years Eve Program, C Lazy U Ranch, Ute Mountain Casino, as well as many corporate and private events.

# **Zambelli**

## **FIREWORKS**

### **Your Personalized Zambelli Fireworks Team and Technicians**

Ernie Simmons  
Operations Manager  
Senior Project Manager  
863-287-9168 cell  
epsimms@aol.com  
esimmons@zambellifireworks.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Jerry Jones  
Facilities Manager  
Senior Technician  
303-845-2620

Jerry has over 25 years experience as a technician and manages our Colorado storage facility.

Danielle Fredrickson  
Senior Customer Service Manager  
561-395-0955

[daniellefredrickson@zambellifireworks.com](mailto:daniellefredrickson@zambellifireworks.com)

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian  
Senior Designer/Choreographer  
561-395-0955 office  
239-225-8012 cell  
[zach@zambellifireworks.com](mailto:zach@zambellifireworks.com)

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world.

Zach just recently designed and produced the winning program representing the United States in the International Fireworks Competition for 2016 in Calgary. Zach also just won the 2024 International Competition in Calgary.

# Zambelli

## FIREWORKS

### Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

### **Body**

Red Chrys  
Green Chrys  
Yellow Chrys  
Blooming Silvery Chrys  
Blue Chrys  
Red, White and Blue Chrys  
Green to Purple Chrys  
Varied Colorful Flowers  
Multi-Color Chrys  
Golden Chrys w/rising tails  
Silver to Purple Chrys  
Glittering Silver to Red Chrys  
Purple Chrys with White Pistil  
Red Chrys with white Pistil  
Gold Wave to Red/Blue Chrys

Red to Blue Chrys.  
Silver to Green Chrys.  
Gold Chrys. w/ rising tails  
Glitter Silver to Red Chrys  
White Twinkling Chrys.  
Spangle Chrys. w/rising tails  
Orange Chrys. w/rising tails  
Purple Chrys  
Yellow Chrys  
Silver Chrys w/rising tails  
Silver to Green Chrys  
Variegated Rainbow Chrys  
Green Chrys with Green Pistil  
Silver and Gold Chrys  
Multi-Color Chrys to Popping Flowers

# Zambelli

## FIREWORKS

### Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

### **Body**

White Peony  
Silver Wave to Purple Peony  
Yellow Peony  
Purple Peony w/Gold Palm  
Variegated Peony (rainbow)  
Red, White and Blue Peony  
Silver to Red Peony  
Orange Peony  
Silver Wave to Blue Peony  
Red to Silver Peony  
Golden Peony  
Red and Green Peony  
Color Changing Peony  
Popping Peony (Red)  
Half Blue Half Red Peony  
Half Green Half White Peony  
Pink Peony  
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.  
Multi-Colored Peony  
Green Peony w/Gold Palm Tree  
Red to Blue Peony  
White Peony w/Blue Pistil  
Glittering Peony  
Silver to Blue Peony  
Half Green Half White Peony  
Silver Wave to Purple Peony  
Green to Purple Peony  
Blue Peony w/titanium reports  
Blue to Silver Peony  
Sparkling Peony w/Pistil  
Popping Peony (White)  
Half White Half Red Peony  
Golden Waves to Purple Peony  
Brilliant Orange Peony  
Red to White to Blue Peony

# Zambelli

## FIREWORKS

### Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes  
Red to Blue Crossettes  
Variegated Rainbow Crossettes  
Crackling Crossettes  
Red to Green Crossettes  
Green to Purple Crossettes  
Red Crossette Palm Tree  
White Flitter Crossettes

Green to Blue Crossettes  
Silver Crossettes  
Purple and White Crossettes  
Gold Crossettes w/rising tails  
Green Crossette w/green Tails  
Rainbow Crossettes w/red Tails  
Blue Crossette Palm Tree  
Silver Crossettes

# Zambelli

## FIREWORKS

### Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple  
Brocade Crowns  
Brocade Crown to Purple  
Variegated Falling Leaves  
Long Duration Kamuro  
Pixie Dust Willows  
White Poca Shells

Twilight Glitter w/Red  
Long Duration Red Falling Leaves  
Brocade Crown to Red  
Purple Falling Leaves  
Super Brocade Crowns  
Ultra-Long Duration Gold Kamuro  
Gold Poca Shells

# Zambelli

## FIREWORKS

### Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

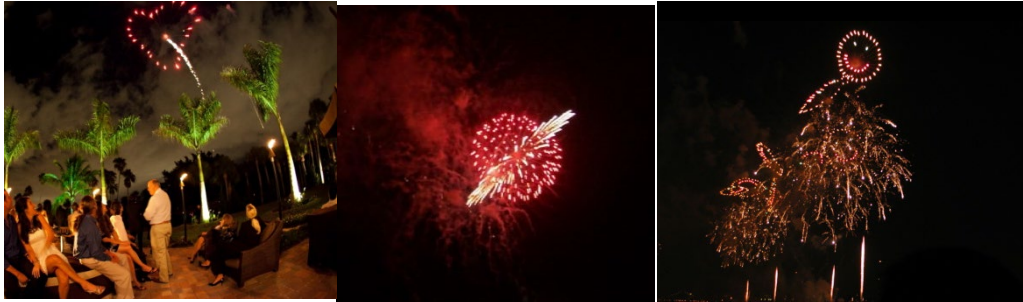
Assorted Color Dahlia  
Green Dahlia w/Pistil  
Yellow Dahlia w/Pistil  
Pink Dahlia  
Gold Strobe Dahlia  
Red Strobe Dahlia  
Variegated Dalia  
Purple and Red Dahlia

Blue Dahlias w/Pistil  
Red Dahlia w/Pisitl  
Red and Blue Dahlia  
Silver Dahlia  
Blue Strobe Dahlia  
Purple Strobe Dahlia  
White Dahlie w/Purple Tips  
White Dahlia w/Red Tips

# Zambelli

## FIREWORKS

### Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees  
Red Hearts  
Green to Purple Ring  
Octopus Shells  
Saturn Rings  
Smile Faces  
Green to Blue Crossing Rings  
White/Red Bowtie in Ring

Blue Palm Trees  
Triple Rings  
Saturn Blasts  
Meteor Rings  
Crackling Palm Trees  
Triple Rings w/scattering stars  
Half White Half Purple Ring

# Zambelli

## FIREWORKS

### Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

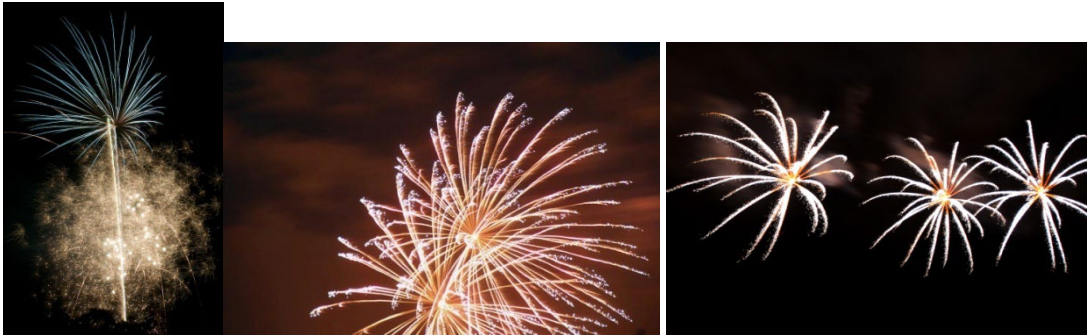
Silver Bees  
Horsetails  
Large Silver Whirls (Serpents)  
Trees of Many Colors  
Peacock Feathers  
Thousands of Gold Waves  
Peacock Tails  
Silver and Purple Strobes  
Treasure Chests  
Green Magnesium to Fast Strobe  
Multi-Color Shell of Shells

Blue Bees  
Aluminum King Shells  
Blue and Red Spiders  
Kaleidoscopes  
Gold Sparkling Kamikazes  
Thousands of Red Waves  
Red, White, Blue Dragon Eggs  
Popping Flowers  
Red Shell of Shells  
Green Shell of Shells  
Tourbillion and Multi-Color

# Zambelli

## FIREWORKS

### Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight  
Diamond Screamer Whistles  
Crackling Double Rings  
Crackling Coconut Trees  
Twice Crackling Rain  
Blue Crackling Flowers  
Artillery Titanium  
Gold Crackling Chrys

Serpents with Reports  
Large Silver Screaming Whirls  
White and Green Scattering  
Blue Crackling Spiders  
Tourbillion w/Reports  
Green Crackling Flowers  
Thundering Tourbillions  
Whistles and Stars

# Zambelli

## FIREWORKS

### Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaux in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

- |                                          |                                       |
|------------------------------------------|---------------------------------------|
| 35 Shot White Flitter Comet Box          | 119 Shot Rapid Fired Gold Comets      |
| 35 Shot Red Crossette Fan Box            | 192 Shot Fast Pearl Zippers           |
| 35 Shot Thunder Tourbillion Fan Box      | 96 Shot Peacock Tails                 |
| 35 Shot Dragon Eggs w/Tails              | 140 Shot Silver Rain                  |
| 36 Shot Silver Fish with Tourbillion     | 80 Shot V-Shape Silver Coconuts       |
| 36 Shot Assorted Colorful Falling Leaves | 80 Shot V-Shape Rainbow Chrys.        |
| 36 Shot Gold Twinkling Kamuro Box        | 200 Shot Whistling Comets             |
| 36 Shot Red and Blue Crossettes          | 70 Shot Z-Shape Midnight Snow         |
| 49 Shot Red and Silver Moons             | 400 Shot V Shape Rapid Fire Box       |
| 49 Shot Red Crackling Tails              | 408 Shot Zipper Rapid Fire Box        |
| 49 Shot Silver Crossettes                | 300 Shot Finale Comet Box             |
| 49 Shot Red and Green Crossettes         | 665 Shot Silver Barriers              |
| 100 Shot Hammer Boxes                    | Angle Wipe Devices – (various angles) |
| 100 Shot Brocade Crowns                  | Zipper Curtain Devices                |
| 100 Shot Blue Crossettes with Tails      | Zipper Chase Devices                  |
| 100 Shot Variegated Peonies              | Fan Chase Devices                     |
| 136 Shot W Shape Purple Kamuro           | 136 Shot W-Shape Silver to Green      |
| 300 Shot 8 Shape White Strobe            | 300 Shot 8 Shape Red Pear Comets      |
| 372 Shot W-Shape Golden Willow           | 408 Shot Z Shape Lime Green Pearl     |

# Zambelli

## FIREWORKS

### References

City of Thornton

Contact-Chris Steinke 720-977-5939 email [chris.steinke@cityofthornton.net](mailto:chris.steinke@cityofthornton.net)

2211 Eppinger Blvd.

Thornton Co. 80229

Colorado Rockies Baseball Club

Contact-Beverly Coleman 303-312-2245 email [Beverly.coleman@rockies.com](mailto:Beverly.coleman@rockies.com)

2001 Blake Street

Denver Co. 80205

Steamboat Springs Ski Resort

Contact Nelson Wingard 970-871-5386 email [nwingard@steamboat.com](mailto:nwingard@steamboat.com)

2305 Mt. Werner Circle

Steamboat Springs Co. 80487

City of Aurora Co.

Contact-Joshua Strum 303-739-7163 email [jstrum@auroragov.org](mailto:jstrum@auroragov.org)

15151 East Alameda Parkway

Aurora Co.

# CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Montrose City Council  
FROM: Jim Scheid, Public Works Director

DATE: January 18, 2024  
RE: Public Works Facility Project CMGC Contract Award  
CC: William Bell, Ann Morgenthauer, Shani Wittenberg

---

## **Recommendation**

Consider for approval the award of a contract to FCI Constructors, Inc. for the Construction Management – General Contractor (CMGC) services in the amount of \$150,000 for the Public Works Facility Construction Project.

## **Background**

### **Public Works Facility:**

Since 2016, City staff have been focused on the long-term planning and design of a new public works facility. The current facility, located at 1221 6450 Road, was constructed in the 1960s and is now beyond its useful life. Its layout and infrastructure no longer support the department's current operational requirements. Among the primary issues are inadequate space for both shop and administrative staff, limited accessibility for individuals with disabilities, insufficient restroom capacity, structural concerns with the building, potential environmental hazards like asbestos and lead, a lack of heated storage for vehicles sensitive to cold temperatures (such as vacuums, sweepers, and water trucks), a subpar wash bay, poor traffic flow within the site, inadequate separation between the public and operational areas, and the absence of proper stormwater management for water quality and quantity, including for wash bay runoff.

Planning efforts for a new facility indicated that the existing site would not be large enough for the long-term growth needs of the public works department. The site shown here in orange

<https://tinyurl.com/RioGrandeOverview> has been recently purchased for this purpose. The site is ideal for the new public works facility given its central location, large size, and fit with the surrounding area (surrounded by similar operational campuses for the BLM, USFS, BOR, WAPA, and Tri-State).

The City wishes to create a public works facility that accommodates both existing and anticipated operational needs into the foreseeable future. The site layout and building spaces will be situated and constructed such that future expansions (additional storage, shop space, office space, etc.) can be readily accommodated when the need arises 30+ years into the future.

Public Works operations are critical to the overall function of the community, especially in the event of an emergency or natural disaster. To that end, the facility will be designed and constructed with an eye towards durability, resiliency, emergency preparedness, and with an elevated importance factor for building loads and floodplain protection.

In order to promote safety for both the public and for employee operations, the City would like the public works facility to maintain separation between the two without overlap (i.e., public traffic is separate from employee work areas and traffic circulation). For public that visit the site, the intent is for them to have a safe, easy-to-navigate, and welcoming experience. The project is also designed to ensure all public-facing elements are aesthetically pleasing and integrate well with the surrounding area.

### **Rio Grande Ave Extension:**

To accommodate future traffic growth, the City's comprehensive plan envisions the eventual extension of Rio Grande Avenue as a minor arterial, connecting East Oak Grove Road to the River Landing commercial area, as outlined here: <https://tinyurl.com/RioGrandeOverview>. In pursuit of this goal, the City has been working to acquire the necessary rights of way across four parcels of land. Over the past six years, in collaboration with landowners, the City has successfully secured the required rights of way. The final parcel, located at the northern end of the alignment, is part of the site designated for the new Public Works Facility.

The initial phase of the project will include the construction of the facility, the roundabout at Oak Grove Road and Rio Grande Avenue, and the first section of the Rio Grande extension up to the facility entrance. The remaining road sections and roundabouts that will eventually link Rio Grande Avenue to the River Landing area will be handled as a separate project, with alternative funding sources to be explored. The City plans to investigate and apply for grant funding for this phase of the project.

Normally, architectural facility/site design is separate from civil road design. In the case of this project, the Public Works Facility design and the Rio Grande Ave Extension design have been combined into one design project. This is because of how interdependent the two projects are on each other, meaning that the design of one will impact the design of the other. To keep the design and construction schedules without conflict, it is most beneficial to keep both designs as one project. The construction of the Rio Grande Ave extension, Roundabout, and Utility Corridor will be packaged and bid out as a separate project that is meant to be completed during the time that the facility is under construction. This scope of work is not included in the construction cost estimates provided by the CM/GC candidates.

### **Design:**

The Public Works Facility Project's background reaches back several years. The initial steps occurred in 2021 with a Space and Needs Assessment, which led to property evaluations and the purchase of property that would serve this facility and a road network extension in 2023. Then, the contract for the initiation of the formal design for this facility was presented to the City Council in March 2024.

The design of the new facility has been progressing as planned which has provided a level of design called Schematic Design (SD) for the facility and Construction Documents for the Irrigation Relocation and Site Fill Project which has been approved separately by City Council in January of 2025.

The Schematic Design (SD) was completed in October of 2024 and is a significant milestone because it allows for an early stage of cost estimating. Some of the documents from the Schematic Design can be found here: <https://tinyurl.com/MPWSSchematic> The remaining stages of design to be completed are Design Development and Construction Documents. These later stages are more intensive for the design teams, which is why the majority of the cost of the design remains to be expended.

### **Construction:**

The City issued an RFQP for CMGC in October of 2024. The initial proposals requested were for qualifications of firms that wished to and were capable of performing an overall CMGC project of this scale. The proposals below were received;

| <b>CMGC Candidates</b>              | <b>Location</b>            | <b>Shortlist Scoring</b> |
|-------------------------------------|----------------------------|--------------------------|
| SHAW Construction                   | Grand Junction, CO         | 97                       |
| FCI Constructors, Inc               | Grand Junction, CO         | 95                       |
| JHL Constructors/Ridgway Valley Ent | Englewood, CO/Montrose, CO | 88                       |
| Buildings By Design                 | Brush, CO                  | 66                       |

From these proposals the selection team shortlisted the top 3 firms: SHAW Construction, FCI Constructors, and JHL Constructors/Ridgway Valley Enterprises.

The Shortlisted firms were sent an additional request for proposals. The additional request included the Schematic Design Report, which allowed for the shortlisted firms to provide a detailed cost estimate on the facility. The estimates provided on the construction costs were not intended to be bids but to be complete and detailed cost estimates that the City could utilize to formulate a project budget. This project budget is the basis for an upcoming recommendation to the City Council for the COP borrowing for the construction of this facility. The shortlisted firms were requested to provide 1. SD Cost Estimate 2. General Conditions (GCs) 3. Contract comments 4. Interview to present team and cost estimate. The General Conditions (GCs) requested from the candidates are to be applied to the entire project and allow for a competitive environment for selection. The City considered several categories in this selection process.

Qualifications of the project team, the experience of the firm and the individuals on this project, team dynamics and fit, cost estimate level of professionalism and usefulness to the City, construction schedule approach, completeness of proposals received, and the hard costs proposed as GCs. The scoring matrix below shows the total scores after all the above categories were considered.

MPW CMGC RFP Scoring

| Description               | FCI | JHL/RVE | Shaw | NOTES:                                                                   |
|---------------------------|-----|---------|------|--------------------------------------------------------------------------|
| Total Score               | 266 | 233     | 255  |                                                                          |
| Average Score             | 89  | 78      | 85   |                                                                          |
| Rank Based on Total Score | 1   | 3       | 2    |                                                                          |
| 1st Place Rankings        | 3   | 0       | 0    |                                                                          |
| 2nd Place Rankings        | 0   | 0       | 3    |                                                                          |
| 3rd Place Rankings        | 0   | 3       | 0    |                                                                          |
| Total Weighted Score      | 9   | 3       | 6    | 3 Points for each 1st place rank, 2 points for each 2nd place rank, etc. |
| Total Weighted Rank       | 1   | 3       | 2    |                                                                          |

FCI Constructors, Inc. has been selected through this process and, if awarded, would begin work immediately with Pre-Con services in working with the City and the Design Team to generate the next level of design (Design Development (DD)) and the cost estimates that go with it. From the cost estimates generated from the DD, the Guaranteed Maximum Price (GMP) Construction Contract amount will be generated.

#### Project Budget:

As mentioned above, the City requested that each candidate perform a detailed cost estimate on the Schematic Design. This is an early stage of design but it is a stage from which a budget can be developed. The estimates received were all complete and professional, for this reason the City is using this estimate and stage of the project to develop a project budget.

Below is a breakdown of the anticipated budget for this project based on the SD Cost Estimates received.

|                            |                        |
|----------------------------|------------------------|
| Construction Costs         | \$59,434,885.33        |
| Owner Expenses             | \$1,172,000.00         |
| Design/Consultants         | \$3,643,878.00         |
| Contingency                | \$8,320,883.95         |
| Site Preparation           | \$4,558,427.31         |
|                            |                        |
| <b>Total Project Costs</b> | <b>\$77,130,074.59</b> |

Construction Costs shown above are the average of the cost estimates received after accepting several VE options such as reductions to the heated storage buildings space, removal of site asphalt, and changing the mechanical systems.

The Owner Expenses shown above include many items such as owner-provided shop equipment, site equipment, furniture, AV equipment, IS Infrastructure, kitchen equipment, and more.

Design/Consultants shown above include the Design Team (Blythe) contract extension, Design Team Construction Administration, Construction Materials Testing, and Dynamic Program Management.

The project contingency is at 14% which is low for this stage of design, but we are comfortable with this amount due to the unique sequencing of the Site Fill and Irrigation Relocation Project currently underway.

Site Preparation costs shown above are the expenses approved for the Site Fill and Irrigation Relocation Project.

### **Net Financial Result**

The initial contract amount for this contract is \$150,000. This is for the Pre-Con services that FCI will provide up to the time that a GMP Amendment to this contract is considered. The GMP Amendment will be for the construction portion of the project and will come before City Council as a Contract Amendment to this contract. This is anticipated to occur in August of 2025.

Funding for this project is proposed as part of the Certificate of Participation (COP) borrowing planned for the overall public works facility's implementation. Until this funding is secured (expected around July 2025), the Pre-Con services will be funded directly by the City using existing reserves. After closing on the borrowing, the COP funds may be utilized to repay funding that initially came from City's reserves.

# CONTRACT AWARD RECOMMENDATION

TO: Honorable Mayor and Montrose City Council  
FROM: Jim Scheid, Public Works Director

DATE: January 18, 2024  
RE: Public Works Facility Project Program Management Contract Award  
CC: William Bell, Ann Morgenthaler, Shani Wittenberg

---



## **Recommendation**

Consider for approval the award of a contract with Dynamic Program Management (DPM) in the amount Not-to-Exceed \$100,000.00 for the Program Management Services for the Public Works Facility Construction Project.

## **Background**

The City of Montrose oversees and manages all capital projects with in-house staff. In the scope of vertical construction, the City has used the Public Works Director as the project manager. For some of the large-scale projects like the Montrose Public Safety Complex, City Hall Renovation, and the Public Works Facility the City has utilized Dynamic Program Management (DPM) to assist with project management. DPM offers owners representative services and program management services to other municipalities and school districts on many other projects on the western slope of Colorado and brings with them an extensive knowledge and experience with projects similar to this one. DPM has also been through many projects of this scale from beginning through completion and brings with them the experience of navigating the many challenges that we are sure to encounter.

The City's main point of contact for the project is Reilly O'Brien and he would be the face we would see here on site. Reilly has been the main point of contact on the other City projects that DPM has assisted with and those experiences have been positive. Reilly and the DPM team would be providing the following services for this project:

- Master Owner's Budget and Schedule Development and Management
- Construction Cost Estimating Quality Control and Development of Project Cash Flow
- AIA Contract Generation and Management
- Consultant Selection Process & Contract Negotiations
- Assist in Subcontractor Procurement, Award Recommendations, & Contract Negotiation
- FF&E Purchasing Agent Selection & Management
- Insurance Verification
- Facilitate Project Communication & Documentation of Approvals
- Work with Design Team & Contractor to Navigate Permitting Process
- Construction Process Quality Control

## **Net Financial Result**

This contract is to be billed out hourly as work is performed with a Not-to-Exceed amount of \$100,000 for 2025.

Funding for this project is proposed as part of the Certificate of Participation (COP) borrowing planned for the overall public works facility's implementation. Until this funding is secured (expected around July 2025), the Program Management Services will be funded directly by the City using existing reserves. After closing on the borrowing, the COP funds may be utilized to repay funding that initially came from City's reserves.

## CONTRACT EXTENSION RECOMMENDATION

**TO:** Honorable Mayor, and Montrose City Council  
**Cc:** William Bell, *City Manager*; Shani Wittenberg, *Finance Director*  
Jim Scheid, *Public Works Director*  
**From:** Nikolas J. Pridy, *Streets Division Superintendent*  
**DATE:** February 3<sup>th</sup>, 2025  
**Subject:** 2025 Asphalt Crushing Contract Extension Recommendation

---



### **Recommendation**

Consider extending the contract for a professional service agreement with Rocky Mountain Aggregate and Construction, LLC. for stockpile crushing at the City's material storage yard in the amount not-to-exceed \$80,000.00

### **Background**

The City of Montrose Public Works utilizes a material storage yard (AKA The Pit) on top of Sunset Mesa to store gravel, cobble, fill materials, concrete, and asphalt debris. Maintenance crews produce enough of these materials each year to require them to be crushed into structural filling material. These crushed materials can be reused in a few ways such as structural fill for the construction or resurfacing of millings trails or to be processed through an asphalt recycler for patching the city streets in the winter.

In 2024, the City issued an RFP for this service and received 3 bids. Rocky Mountain Aggregate (RMA) was awarded the contract at a flat rate of \$9.86 per crushed ton of aggregate. RMA has agreed to honor the same rate for 2025. City Staff recommend renewing the contract with Rocky Mountain Aggregate from Montrose, CO.

### **Net Financial Impact**

The 2025 budget includes \$80,000.00 in the Streets Professional/Contract Service line 100-5115-353-000. This contract will be a Not-to-Exceed in the amount of \$80,000.00.



# CONTRACT AWARD CONSIDERATION



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Scott Murphy, *City Engineer*  
**DATE:** January 21, 2025  
**RE:** West Main Revitalization Construction Contract Award Rev. 1  
**CC:** William Bell, Shani Wittenberg

## **Action**

Consider the approval of \$3,709,411.25 in expenditures for construction of the West Main Revitalization Project. This includes the award of a construction contract to Ridgway Valley Enterprises in the amount of \$3,379,411.25, a survey and engineering support contract to Del-Mont Consultants in the amount of \$145,000, and up to \$185,000 in direct expenditures for construction materials testing and streetlight replacements by DMEA.

## **Project Background**

With over \$10M of infrastructure projects planned for the Main Street Corridor, the City has declared 2025's construction season as "The Year of Main Street." Additional detail on projects planned for Main Street can be found on the City's Moving Montrose Forward website under the "Current Capital Projects" tab.

Thanks in part to a \$2M grant from CDOT through their Revitalizing Main Streets program, The West Main Revitalization Project aims to improve pedestrian mobility and aesthetics of West Main Street (SH-90) between Selig Avenue and the Uncompahgre River. This includes relocation of the curblines into existing underutilized parking areas, the addition of bike lanes, widened sidewalks (incl. reclaiming existing rights of way), storm drainage improvements, and boulevard landscaping. All of these improvements are possible while still maintaining the existing four lane configuration of the roadway. An overview of the project footprint is available online at <https://tinyurl.com/MontroseWestMainOverview>.

## **Project Bidding and Associated Expenditures**

Construction of the West Main Revitalization Project was put out for bid on December 2<sup>nd</sup> and bids were publicly received on January 15, 2025 from two contractors as summarized in Table 1 below. Bid totals presented include a \$250k contingency.

**TABLE 1**  
**Summary of Bid Results**

| Contractor                 | Location     | Bid Total      |
|----------------------------|--------------|----------------|
| Ridgway Valley Enterprises | Montrose, CO | \$3,379,411.25 |
| Williams Construction      | Norwood, CO  | \$4,080,628.50 |

The City has positive experience working with the low bidder, Ridgway Valley Enterprises, on numerous large City capital projects and considers them qualified to perform the work. As a result, it is recommended that the construction contract be awarded to Ridgway Valley Enterprises.

In addition to the award of a construction contract, we are also recommending award of a survey stakeout contract to the project surveyor (originally a sub-consultant to the project designer KLJ Engineering), Del-Mont Consultants. Work to be performed by Del-Mont Consultants includes construction stakeout of project components (curbing, sidewalks, ramps, storm drains, striping, etc), fine tuning of the project's vertical elevation models, and preparation of stakeout cut sheets for the project contractor. This scope of work is budgeted at \$145,000 on an as-needed, time-and-materials basis based on a proposal from the consultant.

Additionally, the following direct expenditures are recommended for authorization on the project:

- **Construction Materials Testing.** Typically, construction materials testing (compaction, concrete strength, asphalt properties, etc) is incorporated into the contractor's scope of work on City capital projects. However, as a CDOT local agency project, materials testing to be used as the basis for acceptance and reimbursement by CDOT must be performed by the City. As a result, the City would enter into contracts with the two local providers of this service: Buckhorn Engineering and Lambert & Associates. This work is budgeted at \$95,000 on an as-needed, time-and-materials basis based on rate sheets from the service providers.
- **Streetlight Relocations.** All existing streetlights within the project corridor are outdated, faded, and in conflict with the proposed improvements. As a result, the project includes replacement and relocation of conflicting streetlights. This work is performed by the local power company (DMEA) and is expected to cost \$90,000 (including some underground trenching) based on cost estimates provided by DMEA.

A summary of these costs is included in Table 2 below.

**TABLE 2**  
**Summary of Project Costs**

| Work Element                                             | Cost                  |
|----------------------------------------------------------|-----------------------|
| Construction Contract<br>(Ridgway Valley Enterprises)    | \$3,379,411.25        |
| Survey and Engineering Support<br>(Del-Mont Consultants) | \$145,000.00          |
| Construction Materials Testing                           | \$95,000.00           |
| Streetlight Relocation and<br>Replacement                | \$90,000.00           |
| <b>TOTAL</b>                                             | <b>\$3,709,411.25</b> |

### **Project Schedule and Traffic Control**

Work on the project is scheduled to begin in March and extend into October 2025. The project will include the following measures to limit impacts to motorists and pedestrians to the extent practicable:

- **Lane Closures and Lane Shifts.** Most work will take place with outside lane and shoulder closures within active work areas. Select stormwater tie ins will require lane shifts but at least one through lane of traffic will be maintained in each direction at all times.
- **Side-Street Closures.** Side street closures will occur near their intersections with Main Street during periods of active work for stormwater replacements and street reconstruction. Detours will be established around these closure areas.
- **Sidewalk Closures.** The contract requires the contractor to maintain pedestrian connectivity through the project area on at least one side of the street at all times. This will generally be achieved by performing work on one side of the street at a time which will provide an open pedestrian pathway on the opposite side of Main Street.
- **Driveway Closures.** This project requires the contractor to maintain access to existing driveways throughout construction. Any isolated closures required will only occur during periods of active construction and will be coordinated with the affected business owner.
- **Inspection Oversight.** As is the case on all City capital construction projects, City engineering staff will maintain a daily presence on site to inspect constructed infrastructure, ensure traffic control requirements are being met, and coordinate with the public/adjacent property owners as work progresses.
- **Trenchless Installation.** Sprinkler pipe installations across Main Street are planned to be installed using trenchless (directional drilling) technologies to limit the amount of more-impactful open-cut excavations within the project area.

### **Project Outreach**

Between this and other planned projects, active construction will be taking place on all reaches of Main Street throughout much of 2025. In order to ensure motorists, pedestrians, and businesses are up to speed on the project, the City will be utilizing a targeted outreach program consisting of routine advisories and video updates on social media (incl. the Moving Montrose Forward Capital Projects Webpage, DART, Montrose Lifestyle, City of Montrose pages, etc), “SWAG” materials for businesses to handout, a banner over Main Street, email updates, DART meeting updates, and targeted business open house meetings.

**Contract Administration and Project Financials**

Contract administration, project management, and inspection will be performed by the City of Montrose engineering department with construction stakeout support from Del-Mont Consultants as needed.

Within the 2025 proposed budget, a total of \$3.0M is allocated for this project out of the City's general fund. Of this \$3.0M, \$1.74M remains available from the CDOT grant for reimbursement upon completion of the project.

With an expected overall construction cost of \$3.7M (see Table 2 above), the project sits \$700k over the \$3M budget. However, the City's overall general-fund capital budget for 2025 is expected to come in within the anticipated overall budget. This is due primarily to the Woodgate/East Oak Grove project bid coming in \$760k under budget and capital projects currently underway trending below their contracted amounts.



**Council Transmittal Memo**  
**Date: February 4, 2025**

**To:** Mayor and City Council  
**From:** David Bries, Utilities Director  
**CC:** Shani Wittenberg, Finance Director  
Hyrum Webb, WWTP Superintendent  
**Subject:** WWTP Improvements - Design-Build Contract Award

**Recommendation**

Approval of a contract with the Design-Build team of Burns & McDonnell/Moltz Construction for the design phase of the Wastewater Treatment Plant improvements in an amount not to exceed \$1,350,000.

**Background**

The wastewater treatment plant was originally constructed in 1984 and several of the major components at the wastewater treatment plant are near the end of their useful life, as well as updates to environmental regulations requiring the treatment plant to meet additional and more stringent effluent limitations. The proposed project will 1) replace the existing brush aerators, that are no longer supported by the manufacturer and replacement parts are no longer available, 2) replace the existing Ultraviolet Disinfection system, 3) replace the aging screw pumps, 4) install an additional anaerobic zone to improve the removal of phosphorus from the wastewater to meet regulations, and 5) may include other equipment replacement as identified during the design process.

A Request for Qualifications for a Design-Build team was developed and issued on August 5th, 2024. Three Design-Build teams submitted qualifications and all three were requested to develop a Design Build proposal. Two proposals were received and presented by the Design-Build teams on October 3rd. Staff reviewed the proposals based on an Interactive Session, Q&A and the Fee Proposal.

Based on the proposals and the presentation by the teams, Staff recommended a contract with the Burns & McDonnell/Moltz Construction team for the Wastewater Treatment Plant Improvements project and discussed this at the City Council Work session on November 5, 2024.

Since this time, staff has been working with the Design-Build team on contract terms, including some cost adjustments due to adjusting and a better understanding of the contract terms and our expectations.

The first phase of the project would be to develop the design so that actual construction costs can be developed for the various components of the project with the Design-Build team. The proposed cost is not to exceed \$1,350,000. This includes a contract amount of \$1,273,255, including \$35,000 in allowances for survey and geotech and \$76,745 (approximately 6%) for an owners contingency for unanticipated items that are not included in the current scope of work.

### **Financial Impact**

\$3 Million for the design phase of the project is included in the 2025 Sewer Fund budget. The proposed plan is to develop plans and finalize costs for completing the project and issue bonds or loans to fund the construction beginning in 2026.



**Council Transmittal Memo**  
**Date: February 4, 2025**

**To:** Mayor and City Council

**From:** David Bries, Utilities Director

**CC:** Shani Wittenberg, Finance Director  
Hyrum Webb, WWTP Superintendent

**Subject:** Gearbox Installation on Secondary Clarifier at the WWTP

**Recommendation**

Consideration of a contract with Moltz Construction for the installation of a replacement gearbox on one of the secondary clarifiers at the Montrose Wastewater Treatment Plant in an amount not to exceed \$77,770.

**Background**

Last year city staff identified brass shavings in the gearboxes of the secondary clarifiers at the wastewater treatment plant and obtained approval from City Council to purchase a replacement gearbox assembly. After the long lead times for this specialized equipment, it has been delivered and is ready to be installed.

The installation is beyond the capabilities of City staff and equipment to complete. Staff recommends utilizing Moltz Construction to complete the installation due to their selection as the contractor in the Design-Build project for WWTP Improvements, and their availability to quickly complete the installation. Once the new gearbox assembly is installed, the one removed will be sent to the manufacturer to be rebuilt and installed on the second clarifier that is of the same age and has the same brass shavings in the oil.

The installation is projected to take approximately two weeks to complete.

**Financial Impact**

This delivery of the equipment was anticipated to happen in 2024 and was not specifically budgeted for in the 2025 Budget, but will be included in the \$3,000,000 capital line item for the Wastewater Treatment Plant Improvement Project. The financial impact for the proposed services total \$77,770.00. Adequate funding is available based on the projected cost for the project.