



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, November 16, 2021 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.

Public participation for this meeting will be in person in the City Council Chambers and via Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_7CnFaqoJTPylShvA2MX5gQ

The 11:00 p.m. rule will be enforced. All agenda items scheduled and noticed to be heard today must begin prior to 11:00 p.m. or they will be rescheduled. At 11:00 p.m., if the meeting has not already been adjourned, further proceedings shall be conducted as follows: 1) If the City Council is discussing an agenda item, but has not voted on the item before 11:00 p.m., the City Council may take a vote to decide whether to continue the item to the next meeting. 2) The City Council may also consider additional agenda items that require action in a specified time period due to legal requirements. 3) All other agenda items not previously opened shall be placed first on the next City Council Agenda.

- 1) City Council meeting called to order by Mayor Doug Glaspell
- 2) The Pledge of Allegiance
- 3) Roll call by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) Small Business Saturday Proclamation
- 6) 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 note that the times listed are estimates of approximately how long each item may take. This time is intended to serve as a guide for the Mayor in an effort to help keep the meeting moving.*

**Hearing assistance devices are available for public use. Please let us know if you need accommodation.*



Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any “disorderly conduct” which violates state or local law and shall not be permitted.

7) CONSENT AGENDA

A) City Council consideration of the minutes of the November 1, 2021 special City Council meeting and the November 2, 2021 regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo* **8-13**

B) City Council consideration of the cancellation of the December 21, 2021 regular City Council meeting.

Action: Consider making a motion to approve the consent agenda as presented.

8) 2022 BUDGET APPROVAL (10 minutes)

Ordinance 2567 - Second Reading: City Council consideration of Ordinance 2567, an Ordinance of the City of Montrose, Colorado, providing and appropriating funds for defraying the expenses and liabilities of the City of Montrose, Colorado, during the fiscal year beginning January 1, 2022. *Staff: Finance Director Shani Wittenberg* **14-15**

Resolution 2021-24: City Council consideration of Resolution 2021-24, adopting the 2022 Municipal Budget **16-35**

Action: Accept public comment. Consider making a motion to adopt Ordinance 2567 on second reading as presented. Consider making a motion to adopt Resolution 2021-24 as presented.

9) ORDINANCE 2570 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2570 on first reading, an Ordinance of the City of Montrose, Colorado, amending Ordinance No. 2514 which appropriated funds for defraying the expenses and liabilities of the City of Montrose, Colorado, during the fiscal year beginning January 1, 2021; said expenditures of the City of Montrose over and above those anticipated at the time of the adoption of the original budget for the fiscal year beginning January 1, 2021. *Staff: Finance Director Shani Wittenberg* **36-38**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2570 on first reading as presented.

10) NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION (10 minutes)

City Council consideration of an application for a new Hotel and Restaurant liquor license application at 82 Rose Lane for El Buen Sabor Mexican Restaurant Co., doing business as El Buen Sabor Mexican Restaurant, for consumption on the licensed premises. *Staff: City Attorney Stephen Alcorn* **39-43**

Action: Hold a hearing. Consider making a motion to approve a new Hotel and Restaurant liquor license at 82 Rose Lane for El Buen Sabor Mexican Restaurant Co. as presented.

11) ORDINANCE 2568 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2568 on second reading, an Ordinance of the City of Montrose, Colorado, repealing Title 6 Chapter 1 Section 26 (6-1-26) only, regarding loitering. *Staff: Assistant City Attorney Matthew Magliaro* **44-47**

Action: Accept public comment. Consider making a motion to adopt Ordinance 2568 on second reading as presented.

12) ORDINANCE 2571 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2571 on first reading, an Ordinance of the City of Montrose, Colorado, amending the City Council district boundaries by the adoption of a new Council District Map, and by its insertion into the Official Code of the City of Montrose, and by repeal of the old Council District Map. *Staff: City Clerk Lisa DelPiccolo*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2571 on first reading with Option ____ designated as Exhibit A. **48-56**

13) RESOLUTION 2021-25 (10 minutes)

City Council consideration of Resolution 2021-25, authorizing the filing of a DOLA Planning Grant application for a housing needs assessment, approving a matching contribution equal to 40 percent of the grant request up to \$76,000.00, and directing the City Manager and City staff to execute the grant agreement. *Staff: Community Program Specialist Briceida Ortega* **57-58**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-25 as presented.

14) RESOLUTION 2021-26 (10 minutes)

City Council consideration of Resolution 2021-26, a resolution authorizing the filing of a United State Environmental Protection Agency Brownfield Cleanup Grant Program application in the amount of \$500,000.00, approving a matching contribution equal to 20 percent of the grant request up to \$100,000.00, authorizing the City Manager to execute the grant contract and authorizing City staff to act on behalf of the grant agreement. *Staff: Community Program Manager Kendall Cramer* **59-60**

Action: Accept public comment. Consider making a motion to Adopt Resolution 2021-26 as presented.

15) AMERICAN RESCUE PLAN ACT (ARPA) - POTENTIAL PROJECTS (2021-2022)
(15 minutes)

City Council consideration of a list of potential projects for American Rescue Plan Act (ARPA) funding. *Staff: City Manager Bill Bell* **61**

Action: Accept public comment. Consider making a motion to approve the list of potential projects for ARPA funding for 2021-2022 as presented.



16) GRACE COMMUNITY CHURCH ADDITION II ANNEXATION (10 minutes)

City Council will hold a hearing on the annexation of the Grace Community Church Addition II. *Staff: Senior Planner Amy Sharp* **62-73**

Resolution 2021-27: City Council considered Resolution 2021-27, Findings of Fact for the Grace Community Church Addition II. **70-71**

Action: Accept public comment. Consider making a motion to adopt Resolution 2021-27 as presented.

Ordinance 2572: City Council consideration of Ordinance 2572 on first reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the Grace Community Church Addition II. **72-73**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2572 on first reading as presented.

17) ORDINANCE 2573 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2573 on first reading, an Ordinance of the City of Montrose, Colorado providing for the zoning of the Grace Community Church Addition II as a "R-3" Medium Density District. *Staff: Senior Planner Amy Sharp* **74**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2573 on first reading as presented.

18) RIVERBEND RV PARK TRAVEL HOME PARK PERMIT (15 minutes)

City Council consideration of a travel home park permit for Riverbend RV Park located at 65120 Old Chipeta Trail. *Staff: Senior Planner Amy Sharp* **75-94**

Action: Accept public comment. Consider making a motion to approve the Travel Home Park Permit for Riverbend RV Park as detailed in the staff report with the associated conditions and variance approvals. The request meets the Code criteria and standards based on the evidence and testimony presented at this hearing and in the staff report.

19) ORDINANCE 2569 - SECOND READING (10 minutes)

City Council consideration of Ordinance 2569 on second reading, an Ordinance of the City of Montrose, Colorado, amending the zoning designation of a portion of Parcel #3767-202-00-907, from "P", Public District, to "B-3", General Commercial District. *Staff: Senior Planner Amy Sharp* **95-104**

Action: Accept public comment. Consider making a motion to adopt Ordinance 2569 on second reading as presented.

20) WOODS CROSSING SUBDIVISION FILING NO. 1 FINAL PLAT (10 minutes)

City Council consideration of the Woods Crossing Subdivision Filing No. 1 Final Plat to create 127 new residential lots and dedicate rights of way and/or easements. *Staff: Senior Planner Amy Sharp* **105-111**

Action: Accept public comment. Consider making a motion to approve the Woods Crossing Subdivision Filing No. 1 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and Municipal Code provisions are met and that the applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

21) LAND EXCHANGE AND DEVELOPMENT AGREEMENT WITH STRYKER & COMPANY (15 minutes)

City Council consideration of a Memorandum of Agreement between the City of Montrose and Stryker & Company Inc. for a land exchange and Development Agreement between the City of Montrose and Stryker & Company, Inc. for the relocation and development of Stryker & Company, Inc. headquarters. *Staff: City Manager William Bell* **112-136**

Action: Hold a hearing. Consider making a motion to approve the Memorandum of Agreement and Development Agreement with Stryker & Company, Inc. as presented.

22) ORDINANCE 2574 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2574 on first reading, an Ordinance of the City of Montrose, Colorado, authorizing the disposal of real property, Lot 1 Air Park Way Minor Subdivision, pursuant to § 1-9-2 of the Official Code of the City of Montrose. *Staff: Senior Planner Amy Sharp* **137-144**

Action: Hold a hearing. Consider making a motion to pass Ordinance 2574 on first reading as presented.

23) THE HUB AT MONTROSE CROSSING DEVELOPMENT AGREEMENT (20 minutes)

City Council consideration of a Development Agreement between the City of Montrose and 1890 Homestead LLC for the Hub at Montrose Crossing. *Staff: City Manager Bill Bell*

Action: Accept public comment. Consider making a motion to approve the Development Agreement between the City of Montrose and 1890 Homestead LLC for the Hub at Montrose Crossing as presented. **145-164**

24) STAFF REPORTS

A) Sales, Use, and Excise Tax Report
Staff: Finance Director Shani Wittenberg **165-170**

B) Third Quarter Budget Review
Staff: Finance Director Shani Wittenberg **171-179**



25) YOUTH CITY COUNCIL COMMENTS

26) CITY COUNCIL COMMENTS

27) MOTION TO ADJOURN

Zoom Meeting Details

https://us02web.zoom.us/webinar/register/WN_7CnFaQoJTPylShvA2MX5gQ

Join by phone:

1 346 248 7799

1 669 900 9128

1 253 215 8782

1 312 626 6799

1 646 558 8656

1 301 715 8592

Webinar ID: 853 7425 7822

International numbers available: <https://us02web.zoom.us/j/85374257822>



PROCLAMATION

Small Business Saturday® November 27, 2021

WHEREAS, the City of Montrose celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

WHEREAS, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

WHEREAS, 56% of shoppers reported they shopped online with a small business on Small Business Saturday® in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

WHEREAS, the City of Montrose supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday®.

NOW, THEREFORE, we, the City Council of the City of Montrose, Colorado, do hereby proclaim November 27, 2021 as

Small Business Saturday®

in the City of Montrose, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday® and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Montrose, this 16th day of November, 2021.

***Douglas Glaspell, Mayor
City of Montrose***

A special meeting of the Montrose City Council was held on Monday, November 1, 2021, at 12:00 p.m., or immediately following the City Council work session, in the City Council Chambers of the Elks Civic Building, 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Doug Glaspell, Dave Frank, Barbara Bynum, J. David Reed, Anthony Russo, Bill Bell, Terri Wilcox, Greg Story, Lisa DelPiccolo

CALL TO ORDER

Mayor Doug Glaspell called the special meeting to order at 11:43 a.m.

EXECUTIVE SESSION

At 11:43 p.m., a motion was made by Barbara Bynum, seconded by Dave Frank, to enter into an executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f); and the following additional details are provided for identification purposes: City Attorney and City Manager mid-cycle informal reviews. All voted yes. Motion passed.

RECONVENEMENT AND ADJOURNMENT

The special meeting reconvened at 12:54 p.m.

At 12:54 p.m. a motion was made by Dave Frank, to adjourn with no further action taken. All voted yes. Motion passed.

ATTEST:

Doug Glaspell, Mayor

Lisa DelPiccolo, City Clerk

A regular meeting of the Montrose City Council was held on Tuesday, November 2, 2021 at 6:00 p.m. in the City Council Chambers of the Elks Civic Building. Said meeting was posted in accordance with the Sunshine Law. Public participation for this meeting was held in person and via Zoom. The meeting agenda included a Zoom link and phone numbers for public participation.

PRESENT: Doug Glaspell, Dave Frank, Barbara Bynum, J. David Reed, Anthony Russo, Gunnison Clamp, Bill Bell, Ann Morgenthauer, Stephen Alcorn, Greg Story, Lisa DelPiccolo, Matt Smith, Tim Cox, Blaine Hall, Matthew Magliaro, Shani Wittenberg, Amy Sharp, Scott Murphy, Ross Valdez, William Reis

GUESTS: Matt Goldasich, Stan Grigg, Cassie Knust, Melissa Alcorn

CALL TO ORDER

Mayor Doug Glaspell called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

CALL FOR PUBLIC COMMENT

Matt Goldasich reviewed suggested changes to the procedures for zoning hearing notifications.

Stan Grigg spoke in favor of mandatory neighborhood meetings for residential development of more than 25 units and all commercial development.

APPROVAL OF MINUTES

City Council considered the minutes of the October 18, 2021 special City Council meeting and the October 19, 2021 regular City Council meeting.

A motion was made by Dave Frank, seconded by J. David Reed, to approve the minutes of the October 18, 2021 special City Council meeting and the October 19, 2021 regular City Council meeting as presented. All voted yes. Motion passed.

ORDINANCE 2567 - FIRST READING

City Council considered Ordinance 2567 on first reading, an Ordinance of the City of Montrose, Colorado, providing and appropriating funds for defraying the expenses and liabilities of the City of Montrose, Colorado, during the fiscal year beginning January 1, 2022. A hearing was held.

Finance Director Shani Wittenberg reported that this is the first reading of the appropriating ordinance for the 2022 budget. Ms. Wittenberg reviewed the process for compiling the budget and thanked City Council and staff members involved in the process. Ms. Wittenberg stated that an open house was held on October 19, and the proposed budget was delivered to City Councilors by October 15 in accordance with the City Charter.

Ms. Wittenberg provided an overview of the \$85.7 million budget by fund and noted proposed increases to water, sewer, and trash service rates.

Mayor Doug Glaspell opened the hearing.

Public comment was accepted. No comments were received.

Mayor Glaspell closed the hearing.

A motion was made by Dave Frank, seconded by Barbara Bynum, to pass Ordinance 2567 on first reading as presented. All voted yes. Motion passed.

RESOLUTION 2021-23

City Council considered Resolution 2021-23, repealing and replacing Chapters 3-1, 3-2, and 3-3 of the City of Montrose Regulations Manual and updating the fee schedule.

City Clerk Lisa DelPiccolo reported that no changes were made to the proposed fee schedule since a review at the October 18 work session with the exception of one minor typographical error. Ms. DelPiccolo stated that if Resolution 2021-23 is adopted, the fee schedule will take effect on January 1, 2022. Utility fee increases and fees for use of the Montrose Rotary Amphitheater are included in the revised fee schedule.

A motion was made by J. David Reed, seconded by Dave Frank, to adopt Resolution 2021-23 as presented. All voted yes. Motion passed.

ORDINANCE 2568 - FIRST READING

City Council considered Ordinance 2568 on first reading, an Ordinance of the City of Montrose, Colorado, repealing Title 6 Chapter 1 Section 26 (6-1-26) only, regarding loitering. A hearing was held.

Assistant City Attorney Matthew Magliaro provided an overview of the proposal to repeal the loitering provision in the Municipal Code. Mr. Magliaro stated that a redline version is included in the meeting packet, no changes were made to the ordinance since the work session discussion, and a courtesy copy of the proposed repeal language was provided to Municipal Court staff.

Mr. Magliaro stated that three rationales were advanced by staff for the repeal: The existing ordinance has not been used in practice by the Montrose Police Department for over a decade, the reasons for implementation of the ordinance are covered by more provable statutes, and constitutional challenges could result from prosecution due to the definition of loitering.

Mayor Doug Glaspell opened the hearing.

Public comment was accepted. No comments were received.

Mayor Glaspell closed the hearing.

A motion was made by Barbara Bynum, seconded by Anthony Russo, to pass Ordinance 2568 on first reading as presented. All voted yes. Motion passed.

ORDINANCE 2565 - SECOND READING

City Council considered Ordinance 2565 on second reading, an Ordinance of the City of Montrose, Colorado, for the annexation of the McCracken Addition..

Senior Planner Amy Sharp reviewed the location of the 2.3 acres across N. Townsend Avenue from the Montrose Regional Airport. Ms. Sharp reviewed the zoning of the surrounding area and proposed zoning designation of B-3, General Commercial District.

Ms. Sharp stated that the proposal meets annexation requirements, an annexation agreement was completed, and the Planning Commission recommended approval of the proposed zoning designation on September 22. Ms. Sharp recommended approval of the annexation and zoning designation.

Public comment was accepted. No comments were received.

A motion was made by Anthony Russo, seconded by Dave Frank, to adopt Ordinance 2565 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2566 - SECOND READING

City Council considered Ordinance 2566 on second reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the McCracken Addition as a "B-3" General Commercial District.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Barbara Bynum, to adopt Ordinance 2566 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2569 - FIRST READING

City Council considered Ordinance 2569 on first reading, an Ordinance of the City of Montrose, Colorado, amending the zoning designation of a portion of Parcel #3767-202-00-907, from "P", Public District, to "B-3", General Commercial District. A hearing was held.

Senior Planner Amy Sharp reported that this item is related to the land exchange with Stryker and Company at the November 1 work session. The request is to rezone a portion of the 1.3 acre parcel at 2365 Air Park Way from Public District to B-3, General Commercial District to

accommodate future business development. A minor subdivision requiring administrative approval is in process. A small sliver of the subdivided parcel will retain the Public District zoning and allow river access. Ms. Sharp stated that the proposal is in general compliance with the Comprehensive Plan and the Planning Commission recommended approval on October 27.

Ms. Sharp confirmed that zoning can occur before subdivision, and the parcel will have two zoning designations for a short amount of time. City Manager Bill Bell stated that the split zoning is being allowed because of the short duration. Mr. Bell said a split zoning would not be recommended long term because it could create conflict.

Mayor Doug Glaspell opened the hearing.

Public comment was accepted. No comments were received.

Mayor Glaspell closed the hearing.

A motion was made by Dave Frank, seconded by J. David Reed, to adopt Ordinance 2569 on second reading as presented. All voted yes. Motion passed.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COUNTY

City Council considered the 2021 Intergovernmental Agreement between the City and County of Montrose, Colorado, Pertaining to the Development of Land Surrounding the City.

Senior Planner Amy Sharp reported that this is an update to an existing agreement in place with the County that is routinely revised after Comprehensive Plan changes are adopted. Ms. Sharp stated that a redline version and the final version are included in the meeting packet. The Board of County Commissioners will consider the revisions later this month, and the document should be fully executed by the end of the year.

Public comment was accepted. No comments were received.

A motion was made by J. David Reed, seconded by Anthony Russo, to approve the 2021 Intergovernmental Agreement between the City and County of Montrose, Colorado as presented. All voted yes. Motion passed.

STAFF REPORTS

Police Department Update: Police Chief Blaine Hall reported that staff efforts to bring options for Municipal Code updates related to adult gaming establishments to City Council in November are taking longer than anticipated. Chief Hall reported that staff members are working to determine whether these establishments meet Colorado gaming statutes, and the City's moratorium prompted a larger conversation with Colorado Attorney General's office. Chief Hall said the topic will not be brought before City Council in November.

Chief Hall provided an update on the establishment of a police academy. Most courses have been approved by the POST Board, with nine pending. Once all courses are approved, Police Department staff will meet with CMU to begin advertising the summer academy.

Chief Hall reported that recruitment efforts have been ongoing. The Police Department will host a recruitment event and open house on Saturday, November 20, from 10 a.m. until 4 p.m. at the Montrose County Event Center. Officers have also participated in recruitment fairs across the state and partnered with colleges to identify students who might be local to our region.

Public Meeting for REDO District and Accessory Dwelling Units: Senior Planner Amy Sharp invited the community to a public meeting on Tuesday, November 9, to discuss the REDO District, accessory dwelling units, and the possibility of expanding these options in other parts of the city. Ms. Sharp said the meeting will be held from 5:30 until 7:30 p.m. at the Montrose Pavilion and an option for virtual participation is available.

YOUTH CITY COUNCIL COMMENTS

Youth City Council Representative Gunnison Clamp reported that the Youth City Council is working on planning a December Rock the Rec event at the Community Recreation Center.

CITY COUNCIL COMMENTS

City Councilor Barbara Bynum reported that Chrissy Simmons will give a presentation on the comprehensive childcare survey at the Community Forum on Wednesday, November 3.

Mayor Pro Tem Dave Frank acknowledged the DART team for a successful Trick or Treat Street and Halloween activities.

City Councilor Anthony Russo acknowledged Finance Director Shani Wittenberg for her work on the 2022 budget.

MOTION TO ADJOURN

At 7:00 p.m., a motion was made by Barbara Bynum to adjourn the meeting with no further action taken.

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2567

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING AND APPROPRIATING FUNDS FOR DEFRAYING THE EXPENSES AND LIABILITIES OF THE CITY OF MONTROSE, COLORADO, DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2022

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

SECTION 1:

That for the purpose of paying the expenses and liabilities of the City of Montrose for the fiscal year beginning January 1, 2022, there is hereby appropriated the following amounts from the various funds:

Fund	FUND TITLE	FUND APPROPRIATION
100	GENERAL FUND	28,205,371
150	PUBLIC SAFETY FUND	15,322,331
200	RETAIL SALES ENHANCEMENT	571,484
290	TOURISM PROMOTIONAL FUND	621,236
222	OPPORTUNITY BUSINESS LOANS	60,000
225	PUBLIC/EDUCATION/GOVERNMENT	39,305
250	CONSERVATION TRUST FUND (LOTTERY)	400,000
260	MONTROSE URBAN RENEWAL AUTH	440,000
270	SPECIAL BENEFIT FUND	88,068
370	GOVERNMENTAL DEBT PAYMENTS	1,527,651
420	CEMETERY PERPETUAL CARE	500
440	IMPROVEMENT DISTRICTS	500
465	CAPITAL/FACILITY IMPROVEMENT FUNDS	7,575,000
500	WATER FUND	9,365,880
510	SEWER FUND	5,933,243
550	TRASH & RECYCLING FUND	2,282,600
580	BLACK CANYON GOLF COURSE	1,465,114
600	INTERNAL SERVICE FUNDS	9,759,086
700	MRD TAX CUSTODIAL FUND	2,077,517
	TOTAL APPROPRIATIONS	85,734,886

SECTION 2:

- A. A new fund will be created to comply with Governmental Accounting Standards Board regulations titled MRD Tax Custodial Fund to account for the pass through sales and use tax.

- B. Historically the internal service funds, business opportunity loans and the capital improvement funds have all been separate. In 2022, the Fleet Fund, Information Services Fund, Facilities Fund and the Health/Dental Fund will be combined into one fund also the Downtown Opportunity Fund and Montrose Opportunity Fund will be combined and also the Capital Improvement Fund and the Facility Improvement Fund will be combined into one fund. They will all continue to be accounted for separately, but will be combined for reporting purposes.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on First reading on Tuesday, the 2nd day of November, 2021, at the hour of 6:00 p.m. at the City Council Chambers, Elks' Civic Building, in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 2nd day of November, 2021.



Doug Glaspell, Mayor

ATTEST:



Lisa DelPiccolo, City Clerk



INTRODUCED, READ AND ADOPTED on second reading this 16th day of November, 2021.

ATTEST:

Doug Glaspell, Mayor

Lisa DelPiccolo, City Clerk

RESOLUTION 2021-24

WHEREAS, the City Council of the City of Montrose, Colorado, has held a public hearing and examined the 2022 budget for the City of Montrose, Colorado, and

WHEREAS, said Budget is to be adopted by the Resolution of the Council not less than thirty (30) days prior to the first day of the next fiscal year, which day is January 1, 2022.

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

1. The Budget for the year 2022 for the City of Montrose, Colorado, attached thereto, is hereby adopted.

ADOPTED this 16th day of November, 2021, by the City Council of the City of Montrose, Colorado.

Doug Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



City of Montrose
2022 Proposed Budget

October 19, 2021



Honorable Mayor, Members of the City Council and Montrose Citizens:

The administrative team of the City of Montrose respectfully submits the 2022 municipal budget for all funds of the City in the amount of \$85,734,886. The 2022 municipal budget is the result of a comprehensive and collaborative effort by the City staff, elected officials, and members of the Montrose citizenry to establish a budget designed to meet the current and long term needs of the City organization as well as those of the Montrose community.

Despite the ongoing impacts of the recent pandemic, the City of Montrose is in a great financial position and we are optimistic that our economic situation will remain steady throughout 2022. City sales tax collections have risen steadily over the past few years due to an increase in consumer spending and the overall economic health of the Montrose area. The general public's discretionary spending related to retail shopping, restaurants and lodging has also increased over the past several years and is projected to generate approximately \$549,000 for the Retail Sales Enhancement Fund and \$613,500 for the Tourism & Promotion Fund in 2022. It is important to know that these funds are designated to be used toward activities, programs, services, and infrastructure related to tourism, marketing, and business development, as required by the voters upon their establishment.

Municipal Operations: In today's very competitive job market, it is important to be a responsible employer in order to recruit and retain a highly productive and impactful workforce. We are proud to say that we have built an amazing team of highly educated and experienced employees by offering a competitive Wage and Compensation System based on both Individual Performance and the city's comparable market. As part of this process, every position description at the City is reviewed in detail on an annual basis and updated to make sure that all of our employees fully understand what is expected of them in regard to performance and productivity. The City of Montrose is currently at a staffing level of 188 full-time employees, which has primarily increased recently due to the new public safety positions funded by the 2A Initiative. As is the case in most local governments today, we are being asked to do more with less and to work more efficiently to provide the best possible public service at the lowest cost. We are proud to say that we are providing better quality services and a wider variety of services to the Montrose public than ever before, and we are doing it more effectively and efficiently using a combination of innovative technologies, best practices and a dedicated workforce who are committed to our citizens and to the betterment of their community. We are proud to serve a community filled with residents who are passionate and enthusiastic about life and who are eager to participate in a variety of activities that help us to promote the Montrose Lifestyle.

Collaboration and Partnerships: The City of Montrose continues with its commitment to partnering with outside agencies and non-profit organizations to increase the quality of life of our residents. In 2021, the City of Montrose was able to assist in the efforts of many such organizations such as: Region 10, Colorado Flights Alliance, Montrose County, Montrose Economic Development Corporation (MEDC), Montrose University (formerly Uncompahgre Valley Leadership Program), Montrose Hospice & Palliative Care, Montrose School District, City of Delta, Colorado Mesa University (CMU), Montrose Recreation District, CASA, Montrose Rotary Clubs, Welcome Home Alliance for Veterans, All Points Transit, Montrose Community Foundation, Montrose Junior Golf Alliance and AJGA, Avalanche Soccer, Lighthouse Ministries/Homeless Coalition, The PIC Place and the State of Colorado Department of Local Affairs.

Financial Condition: Sales Tax, Use Tax and Franchise Fees are a prominent revenue source for the City's General Fund at just over 80% of total revenues, which is lower this year due to an increased amount of outside State and Federal monies coming into the City. Over the last few years, sales tax revenue has steadily increased on an annual basis; therefore 2022 sales tax revenue is budgeted at a modest 4.0% increase from the 2020 actual collections. The remaining revenues were calculated using various forecasting methods and historical trends data. General Fund Operating budget for 2022 is projected to be approximately \$19.85 million (does not include the Rec District's Recreation Center sales tax collections, capital expenses, or internal service funds).

The General Undesignated Fund Balance as of December 31, 2022 is estimated to be \$14.0 million. Per the City's Regulations Manual, the City shall try to maintain reserves equal to 50% of the City's budgeted General Fund operating expenditures. An adequate minimum reserve would be approximately \$9.5 million.

Each year the City transfers funds from the General Fund into the Capital Improvement Fund. The transfer amount is always contingent upon revenue projections and until the last several years, the minimum annual transfer had been approximately \$400,000 as prescribed by People's Ordinance 1986-1. In 2012, the City adopted a new policy requiring an inflationary adjustment to this figure, thus bringing the recommended minimum annual transfer into the Capital Improvement Fund to approximately \$800,000. The past three years have resulted in an annual increase to the transfer amount to complete a variety of capital projects including sidewalk and street reconstruction, traffic flow improvements, and other necessary infrastructure improvements. The condition of our City streets, curbs and sidewalks is only getting worse over time and we are still recovering from the 5 year recession's deferred maintenance. The City staff and Council is trying to be responsive to concerns brought up in the most recent Citizen Survey related to street maintenance and traffic congestion. We are pleased with the 2022 estimated Capital transfer of just over \$3.2million.

In addition to the General Fund, the 2022 budget is also made up of Special Revenue Funds, Capital Improvement Funds, Debt Service Funds, Permanent Funds and Enterprise Funds. Additional detail for these funds is given below.

Fee Changes: The Water, Sewer, and Trash & Recycling Funds of the City are Enterprise Funds that are funded by user charges rather than taxes. The anticipated inflationary increase for 2022 is 5% which will be applied to monthly revenues for water and sewer, as well as a usage increase to water of 15%, which is the result of a pass through assessment by Project 7 Water Authority for the construction of a second water treatment facility south of Montrose. The fees for trash and recycle will be increased 10% to continue to provide the level of service that the community expects and to keep up with increased disposal fees and growth expectations.

Capital & Enterprise Fund Highlights of 2022 Budget

The following is a summary list of the proposed capital projects for the 2022 construction season. We are pleased to again exceed the minimum annual required contributions to the City's Capital Fund in an effort to provide many long-term improvements to our community's infrastructure.

Buckley and Lions Park Irrigation Replacement \$750,000

North "Connect Trail" Rest Room Facility \$200,000

Downtown Beautification \$35,000

Woodgate Road Realignment \$200,000

Sidewalk Replacement Cost Share Program \$50,000

Missing link of sidewalk N of Ogden Road on Townsend Ave \$75,000

ADA Accessible Intersections and Ramp Installation Program \$50,000

Niagara/Hillcrest Roundabout Design \$175,000

Street Maintenance Major Improvements \$3,260,000

Widening Design for intersections on Townsend at Ogden and East Oak Grove \$60,000

Intersection of Miami and US 50 design & permitting phase to extend the turn lane \$25,000

Chipeta Road and US 550 Signal – Partnership with Montrose County (City portion \$750,000)

6700 Road North Extension – Design Phase \$100,000

Hill Street Extension American Village to Sunnyside design and construction \$1,200,000

West Main Streetscaping ReDesign – Year 1 (CDOT grant) \$260,000

City Hall Structural Renovation – Design Phase \$200,000

Public Works Facility Replacement Project – Design Phase \$350,000

Install 12 new solar lights in Rotary Park \$41,500

Public Safety Building Project Completion – Estimated \$9.1 million

Water Fund - \$9,365,880 has been budgeted in 2022 for ongoing operations and capital improvements such as: Year 2 Townsend Waterline replacements, Year 1 SE Transmission Main Construction, Waterline from San Juan to Airport, Birch Street water line replacement, Valve Replacements, Fire Hydrant replacement, Public Infrastructure to support multi-family workforce housing development.

Sewer Fund - \$5,933,243 has been budgeted in 2022 for ongoing operations in sewer collection and Wastewater Treatment Plant as well as capital improvements. Capital improvements for sewer collection include a new Vactor Vacuum Truck, Woodgate Subdivision pipe burst – Year 2, Birch Street sewer line replacement, Manhole Lining H2S, Six Manhole Replacements, Cured in place pipe lining, Public infrastructure to support multi-family workforce housing development. Capital improvements for the Wastewater Treatment Plant include conduit on ditch #2, total suspended solids meter on #3, Meter Control Center Upgrade and piping to cover for emergency pumping.

Trash & Recycling - \$2,282,600 has been budgeted in 2022 for ongoing operations and an additional Trash Collection Truck based upon growth in customer numbers.

Black Canyon Golf Course - \$ 1,465,114 has been budgeted in 2022 for ongoing operations, driving range fence safety improvement and an equipment lift for repairing equipment.

Fleet Internal Service Fund - \$2,928,878 has been budgeted in 2022 for ongoing maintenance operations and equipment/vehicle replacement for Streets, Public Safety, General Admin, Code Enforcement, Water, Waste Water, Engineering, Parks, and Black Canyon Golf Course.

IS Internal Service Fund - \$2,002,920 has been budgeted in 2022 for ongoing operations and the replacement of necessary PCs, Laptops, Monitors, Police Mobile Data Computers, 800mhz Radios, Network Switches, Phone Systems, Copiers and Servers.

Facility Management Fund - \$1,657,670 has been budgeted in 2022 for ongoing maintenance and improvements to city owned facilities.

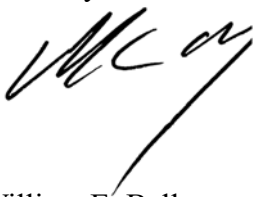
Public Safety Fund - \$15,322,331 has been budgeted to fund public safety in 2022. On November 5, 2019 the voters of Montrose approved an increase of .58% to sales and use tax which will generate approximately \$4,017,626. The new sales and use tax along with the transfer of 43% of the general fund operating budget (\$8,172 million) and the charges for service for animal services will be adequate to improve public safety and implement intelligence led policing in our community by funding new positions, building expansion and purchasing new equipment.

Conclusion

Montrose is a resilient community made up of hard working and resourceful citizens who can overcome any challenge. The last two years are definitely proof, that despite a pandemic, Montrose can rise above many other communities and make great things happen to better the lives of our residents and visitors and to strengthen our economy. Our community's entrepreneurial spirit has helped us to attract, retain and expand some awesome businesses during this time, including manufacturers, service and retail. As I mentioned last year, but it is worth repeating here...the diversified nature of our local economy has helped us to weather this storm, with regional shoppers still visiting our retail and grocery stores at a level exceeding past years. Our healthy blend of big box retail, home improvement retail and grocery stores, along with regional medical and service establishments has proven to be a huge asset. We should all be proud of what Montrose has accomplished over the past several years and I would encourage all of us to continue working together to make Montrose an even better community. Montrose is a very desirable place in which to live, work and raise a family!

After a thorough and thoughtful analysis of the organization's needs, and a critical review of each budgeted line item with the assistance of staff, elected officials and citizen advisors, I am confident that this 2022 budget reflects our commitment to responsible financial management and to maintaining an excellent Quality of Life for Montrose area residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Bell', with a long, sweeping horizontal line extending to the right.

William E. Bell
City Manager

ORDINANCE NO. 2567

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO PROVIDING AND APPROPRIATING FUNDS FOR DEFRAYING THE EXPENSES AND LIABILITIES OF THE CITY OF MONTROSE, COLORADO DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2022

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

SECTION 1:

That for the purpose of paying the expenses and liabilities of the City of Montrose for the fiscal year beginning January 1, 2022, there is hereby appropriated the following amounts from the various funds:

Fund	FUND TITLE	FUND APPROPRIATION
100	GENERAL FUND	28,205,371
150	PUBLIC SAFETY FUND	15,322,331
200	RETAIL SALES ENHANCEMENT	571,484
290	TOURISM PROMOTIONAL FUND	621,236
222	OPPORTUNITY BUSINESS LOANS	60,000
225	PUBLIC/EDUCATION/GOVERNMENT	39,305
250	CONSERVATION TRUST FUND (LOTTERY)	400,000
260	MONTROSE URBAN RENEWAL AUTH	440,000
270	SPECIAL BENEFIT FUND	88,068
370	GOVERNMENTAL DEBT PAYMENTS	1,527,651
420	CEMETERY PERPETUAL CARE	500
440	IMPROVEMENT DISTRICTS	500
465	CAPITAL/FACILITY IMPROVEMENT FUNDS	7,575,000
500	WATER FUND	9,365,880
510	SEWER FUND	5,933,243
550	TRASH & RECYCLING FUND	2,282,600
580	BLACK CANYON GOLF COURSE	1,465,114
600	INTERNAL SERVICE FUNDS	9,759,086
700	MRD TAX CUSTODIAL FUND	2,077,517
	TOTAL APPROPRIATIONS	85,734,886

SECTION 2:

- A. A new fund will be created to comply with Governmental Accounting Standards Board regulations titled MRD Tax Custodial Fund to account for the pass through sales and use tax.
- B. Historically the internal service funds, business opportunity loans and the capital

improvement funds have all been separate. In 2022, the Fleet Fund, Information Services Fund, Facilities Fund and the Health/Dental Fund will be combined into one fund also the Downtown Opportunity Fund and Montrose Opportunity Fund will be combined and also the Capital Improvement Fund and the Facility Improvement Fund will be combined into one fund. They will all continue to be accounted for separately, but will be combined for reporting purposes.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on First reading on Tuesday, the 2nd day of November, 2021, at the hour of 6:00 p.m. at the City Council Chambers, Elks' Civic Building, in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 2nd day of November, 2021.

Doug Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ AND ADOPTED on second reading this 16th day of November, 2021.

Doug Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

City of Montrose Revenues, Expenditures and Fund Balance

	2020 Audited		2021 Actual through June		Actual Projected through 12/31/2021		2021 Original Budget		2022 Budget	
GENERAL FUND										
UNASSIGNED FUND BALANCE 1/1	\$	11,547,361			\$	13,205,987			\$	14,406,842
REVENUES										
SALES, USE AND FRANCHISE TAXES	\$	20,950,886	\$	14,648,496	\$	25,672,555	\$	21,571,900	\$	21,493,378
LICENSES & PERMITS	\$	792,099	\$	561,884	\$	1,146,098	\$	458,200	\$	571,482
INTERGOVERNMENTAL REV	\$	1,856,675	\$	3,034,074	\$	3,403,480	\$	1,089,577	\$	3,652,790
PAVILION REVENUE	\$	3,802	\$	1,374	\$	50,150	\$	118,600	\$	94,068
COMPETITIVE SPORTS REVENUE	\$	4,084	\$	24,021	\$	17,335	\$	18,900	\$	23,777
CHARGES FOR SERVICES	\$	66,018	\$	39,596	\$	45,143	\$	54,700	\$	33,600
FINES & FORFEITURES	\$	125,107	\$	69,679	\$	139,357	\$	166,300	\$	144,500
OTHER REVENUES	\$	75,976	\$	30,568	\$	72,460	\$	113,300	\$	72,380
TRANSFER COST ALLOCATION	\$	591,324	\$	280,793	\$	481,359	\$	601,000	\$	581,377
INTEREST INCOME	\$	202,305	\$	10,927	\$	18,734	\$	113,900	\$	20,100
TRANSFERS FROM OTHERS	\$	739	\$	500	\$	854	\$	1,000	\$	24,300
DRUG TASKFORCE REVENUES	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFER FROM FUND BALANCE									\$	1,493,619
TOTAL REVENUES	\$	24,669,014	\$	18,701,910	\$	31,047,524	\$	24,307,377	\$	28,205,371
EXPENDITURES										
GENERAL FUND - CITY COUNCIL	\$	160,686	\$	85,194	\$	343,805	\$	152,399	\$	167,425
GENERAL FUND - YOUTH COUNCIL	\$	3,382	\$	508	\$	4,865	\$	4,750	\$	8,200
GENERAL FUND - BUSINESS INNOVATION/DART	\$	-	\$	(250)	\$	-	\$	-	\$	-
GENERAL FUND - ECONOMIC DEV & COMMUNIT	\$	1,117,301	\$	30,000	\$	2,299,000	\$	284,000	\$	3,285,000
GENERAL FUND - CITY ATTORNEY	\$	449,290	\$	194,149	\$	414,174	\$	442,440	\$	454,193
GENERAL FUND - CITY MANAGER	\$	300,015	\$	152,126	\$	341,967	\$	296,396	\$	374,886
GENERAL FUND - COMMUNICATIONS	\$	116,267	\$	59,519	\$	126,726	\$	129,001	\$	134,596
GENERAL FUND - COMPETITIVE SPORTS	\$	19,838	\$	24,719	\$	48,406	\$	72,164	\$	84,250
GENERAL FUND - HUMAN RESOURCES	\$	344,034	\$	151,044	\$	342,867	\$	402,344	\$	471,490
GENERAL FUND - PAVILION	\$	543,352	\$	257,334	\$	584,720	\$	598,970	\$	597,982
GENERAL FUND - GEOGRAPHIC INFORMATION S	\$	337,035	\$	142,424	\$	317,633	\$	324,163	\$	357,845
GENERAL FUND - FINANCE	\$	691,478	\$	345,203	\$	785,282	\$	774,512	\$	817,338
GENERAL FUND - MUNICIPAL COURT	\$	235,688	\$	119,717	\$	255,135	\$	255,135	\$	263,940
GENERAL FUND - TEEN COURT	\$	1,800	\$	-	\$	8,190	\$	8,190	\$	8,415
GENERAL FUND - PLANNING SERVICES	\$	215,438	\$	120,407	\$	275,427	\$	238,648	\$	368,657
GENERAL FUND - INNOVATION & COMM ENGAG	\$	955,624	\$	317,398	\$	895,098	\$	206,135	\$	114,699
GENERAL FUND - CITY CLERK	\$	305,525	\$	110,663	\$	245,013	\$	256,650	\$	313,967
GENERAL FUND - BUILDING SERVICES	\$	302,282	\$	144,843	\$	317,621	\$	340,986	\$	462,005
GENERAL FUND - ENGINEER	\$	248,943	\$	121,069	\$	255,988	\$	259,615	\$	389,130
GENERAL FUND - PUBLIC WORKS ADMINISTRAT	\$	193,382	\$	131,186	\$	312,592	\$	368,312	\$	327,224
GENERAL FUND - STREET MAINTENANCE	\$	2,134,139	\$	1,173,992	\$	2,321,965	\$	2,394,307	\$	2,452,756
GENERAL FUND - STREET CLEANING	\$	141,297	\$	104,165	\$	328,549	\$	363,096	\$	454,866
GENERAL FUND - PARKS	\$	1,412,332	\$	493,564	\$	1,279,031	\$	1,551,081	\$	2,137,953
GENERAL FUND - TREE PROGRAM	\$	9,387	\$	3,794	\$	20,000	\$	20,000	\$	30,000
GENERAL FUND - SUNSET MESA MAINTENANCE	\$	209,850	\$	150,291	\$	326,935	\$	150,804	\$	141,220
GENERAL FUND - CEMETERY	\$	102,750	\$	52,136	\$	123,365	\$	154,338	\$	187,457
GENERAL FUND - TRANSFERS (MRD)	\$	12,293,116	\$	7,496,521	\$	17,133,450	\$	16,698,056	\$	13,552,819
INSURANCE AND GF FLEET LEASE - GENERAL FU	\$	167,399	\$	68,481	\$	138,867	\$	227,076	\$	247,058
TOTAL EXPENDITURES	\$	23,010,389	\$	12,050,196	\$	29,846,668	\$	26,973,569	\$	28,205,371
REVENUES OVER (UNDER) EXPENDITURES	\$	1,658,626	\$	6,651,715	\$	1,200,855	\$	(2,666,192)	\$	-
USE OF FUND BALANCE									\$	(1,493,619)
UNASSIGNED FUND BALANCE 12/31	\$	13,205,987			\$	14,406,842			\$	12,913,223

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
PUBLIC SAFETY FUND					
FUND BALANCE 1/1	\$ -	\$ -	\$ (13,866,164)	\$ -	\$ (12,066,619)
PUBLIC SAFETY FUND - SALES AND USE TAX	\$ 3,820,657	\$ 2,201,592	\$ 4,783,182	\$ 3,475,300	\$ 4,017,826
PUBLIC SAFETY FUND - BIKE LICENSES	\$ 25	\$ 1	\$ -	\$ -	\$ -
PUBLIC SAFETY FUND - GRANTS	\$ 231,130	\$ 34,859	\$ 73,958	\$ 78,000	\$ 88,000
PUBLIC SAFETY FUND - CHARGES FOR SERVICE	\$ 60,704	\$ 45,171	\$ 107,449	\$ 100,100	\$ 83,420
PUBLIC SAFETY FUND - OTHER INCOME	\$ 24,197	\$ 43,152	\$ 4,705	\$ 41,800	\$ 44,300
INTEREST INCOME	\$ 460	\$ 891	\$ -	\$ -	\$ -
PUBLIC SAFETY TRANSFER 43%	\$ 8,022,472	\$ 3,827,672	\$ 7,655,343	\$ 7,655,343	\$ 8,172,261
TRANSFER FROM SEIZURE FUNDS	\$ 35,000	\$ -	\$ -	\$ -	\$ -
PUBLIC SAFETY FUND - DISTRICT COURT	\$ 23,966	\$ 10,032	\$ -	\$ 45,000	\$ 25,000
TRANSFER FROM FUND BALANCE					\$ 2,891,524
PUBLIC SAFETY FUND - TOTAL REVENUES	\$ 12,218,611	\$ 6,162,479	\$ 12,624,637	\$ 11,395,543	\$ 15,322,331
EXPENDITURES					
PUBLIC SAFETY - PATROL	\$ 22,802,603	\$ 2,914,982	\$ 7,336,905	\$ 7,619,071	\$ 8,746,198
PUBLIC SAFETY - ADMINISTRATION	\$ 2,213,063	\$ 978,310	\$ 2,130,795	\$ 2,502,665	\$ 5,100,766
PUBLIC SAFETY FUND - DRUG TASKFORCE	\$ 357,568	\$ 196,199	\$ 420,250	\$ 425,962	\$ 422,224
PUBLIC SAFETY FUND - CODE ENFORCEMENT	\$ 98,166	\$ 44,261	\$ 109,689	\$ 114,444	\$ 125,594
PUBLIC SAFETY FUND - CMU ACADEMY	\$ 1,534	\$ 97,217	\$ 196,963	\$ 203,086	\$ 210,927
PUBLIC SAFETY FUND - ANIMAL SERVICES	\$ 611,842	\$ 281,192	\$ 630,489	\$ 680,674	\$ 716,622
TOTAL EXPENDITURES	\$ 26,084,776	\$ 4,512,162	\$ 10,825,092	\$ 11,545,903	\$ 15,322,331
REVENUES OVER (UNDER) EXPENDITURES	\$ (13,866,164)	\$ 1,650,316	\$ 1,799,545	\$ (150,360)	\$ -
USE OF FUND BALANCE					\$ (2,891,524)
FUND BALANCE 12/31	\$ (13,866,164)		\$ (12,066,619)		\$ (14,958,143)
RETAIL SALES ENHANCEMENT					
FUND BALANCE 1/1	\$ 150,384		\$ 314,427		\$ 398,951
REVENUES					
RETAIL SALES ENHANCEMENT	\$ 466,671	\$ 290,710	\$ 528,492.08	\$ 428,000	\$ 549,700
OTHER RSE REVENUES	\$ 159,656	\$ (12,336)	\$ 39,507	\$ 5,030	\$ 82,842
Use of Reserves					\$ -
TOTAL REVENUES	\$ 626,327	\$ 278,374	\$ 567,999	\$ 433,030	\$ 632,542
EXPENDITURES					
DART/BUSINESS OPERATIONS EXPENDITURES	\$ 460,617	\$ 192,637	\$ 483,475	\$ 459,339	\$ 558,684
MONTROSE UNIVERSITY EXPENDITURES	\$ 1,668	\$ 1,094	\$ 8,700	\$ 8,600	\$ 12,800
TOTAL EXPENDITURES	\$ 462,284	\$ 193,731	\$ 492,175	\$ 467,939	\$ 571,484
REVENUES OVER (UNDER) EXPENDITURES	\$ 164,042	\$ 85,737	\$ 84,525	\$ (26,309)	\$ 61,058
Use of Reserves					\$ -
FUND BALANCE 12/31	\$ 314,427		\$ 398,951		\$ 460,009
TOURISM PROMOTIONAL FUND					
FUND BALANCE 1/1	\$ 360,368		\$ 278,404		\$ 185,175
REVENUES					
EXCISE TAX REVENUES	\$ 555,789	\$ 381,455	\$ 624,912	\$ 546,500	\$ 617,500
OTHER REVENUES	\$ 54,352	\$ 11,645	\$ 20,386	\$ 11,500	\$ 14,224
TRANSFER FROM RESERVES					\$ -
REVENUES - EXCISE TAX	\$ 610,141	\$ 393,100	\$ 645,298	\$ 558,000	\$ 631,724
TOURISM PROMOTIONAL FUND - MARKETING					
MARKETING EXPENDITURES	\$ 502,521	\$ 168,898	\$ 438,853	\$ 499,981	\$ 387,834
GUEST SERVICES OPERATIONS EXPENDITURES	\$ 131,422	\$ 30,332	\$ 119,844	\$ 118,780	\$ 103,751
COMMUNITY EVENTS	\$ 39,602	\$ 60,735	\$ 154,369	\$ 152,737	\$ 97,816
SPORTS TOURISM	\$ 13,426	\$ 12,372	\$ 25,460	\$ 31,654	\$ 31,835
TOTAL EXPENDITURES	\$ 686,971	\$ 272,337	\$ 738,527	\$ 803,152	\$ 621,236
REVENUES OVER (UNDER) EXPENDITURES	\$ (76,831)	\$ 120,763	\$ (93,229)	\$ (245,152)	\$ 10,488
Use of reserves					\$ -
FUND BALANCE 12/31	\$ 278,404		\$ 185,175		\$ 195,663

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
DOWNTOWN IMPROVEMENTS					
FUND BALANCE 1/1	\$ 129,318		\$ 99,045		\$ (0)
REVENUES					
Transfer from Reserves					\$ -
TOTAL REVENUES	\$ 42,957	\$ 2	\$ -	\$ -	\$ -
EXPENDITURES	\$ 73,230	\$ -	\$ 99,045	\$ 50,000	\$ -
PUBLIC ART EXPERIENCE (PAX)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 73,230	\$ -	\$ 99,045	\$ 50,000	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ (30,274)	\$ 2	\$ (99,045)	\$ (50,000)	\$ -
Use of reserves					\$ -
FUND BALANCE 12/31	\$ 99,045		\$ (0)		\$ (0)
IN 2022, THE DOWNTOWN OPPORTUNIT FUND AND MONTROSE LOAN FUND WILL BE COMBINED INTO ONE FUND					
DOWNTOWN OPPORTUNITY FUND					
FUND BALANCE 1/1	\$ 21,041		\$ 39,266		\$ 47,562
REVENUES					
Transfer from Reserves					\$ 11,450
TOTAL REVENUES	\$ 91,660	\$ 4,148	\$ 8,296	\$ 14,475	\$ 20,000
EXPENDITURES	\$ 73,435	\$ -	\$ -	\$ -	\$ 20,000
REVENUES OVER (UNDER) EXPENDITURES	\$ 18,225	\$ 4,148	\$ 8,296	\$ 14,475	\$ -
Use of reserves					\$ (11,450)
FUND BALANCE 12/31	\$ 39,266		\$ 47,562		\$ 36,112
MONTROSE LOAN FUND					
FUND BALANCE 1/1	\$ 106,886		\$ 77,659		\$ 85,804
REVENUES					
Transfer from Reserves					\$ 33,400
REVENUES	\$ 8,823	\$ 2,766	\$ 8,145	\$ 6,600	\$ 40,000
EXPENDITURES	\$ 38,050	\$ -	\$ -	\$ 40,000	\$ 40,000
REVENUES OVER (UNDER) EXPENDITURES	\$ (29,227)	\$ 2,766	\$ 8,145	\$ (33,400)	\$ -
Use of Reserves					\$ (33,400)
FUND BALANCE 12/31	\$ 77,659		\$ 85,804		\$ 52,404
PUBLIC/EDUCATION/GOVERNMENT					
FUND BALANCE 1/1	\$ 93,328		\$ 98,710		\$ 106,580
REVENUES					
Transfer from Reserves					\$ 23,155
TOTAL REVENUES	\$ 23,296	\$ 7,804	\$ 15,899	\$ 16,500	\$ 39,305
EXPENDITURES	\$ 17,914	\$ 2,453	\$ 8,029	\$ 22,884	\$ 39,305
REVENUES OVER (UNDER) EXPENDITURES	\$ 5,382	\$ 5,351	\$ 7,870	\$ (6,384)	\$ -
Use of Reserves					\$ (23,155)
FUND BALANCE 12/31	\$ 98,710		\$ 106,580		\$ 83,425
SURPLUS & DEFICIENCY					
FUND BALANCE 1/1	\$ 160,434		\$ 64,779		\$ 65,779
REVENUES					
Transfer from Reserves			\$ -		\$ -
TOTAL REVENUES	\$ 4,344	\$ -	\$ 1,000	\$ 1,000	\$ 500
EXPENDITURES	\$ 100,000	\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ (95,656)	\$ -	\$ 1,000	\$ 1,000	\$ 500
Use of Reserves			\$ -		
FUND BALANCE 12/31	\$ 64,779		\$ 65,779		\$ 66,279
CONSERVATION TRUST FUND					
FUND BALANCE 1/1	\$ 303,323		\$ 406,066		\$ 331,416
REVENUES					
Transfer from Reserves					\$ 297,500
TOTAL REVENUES	\$ 102,743	\$ 62,647	\$ 125,350	\$ 105,000	\$ 400,000
EXPENDITURES	\$ -	\$ -	\$ 200,000	\$ 420,000	\$ 400,000
REVENUES OVER (UNDER) EXPENDITURES	\$ 102,743	\$ 62,647	\$ (74,650)	\$ (315,000)	\$ -
Use of Reserves					\$ (297,500)
FUND BALANCE 12/31	\$ 406,066		\$ 331,416		\$ 33,916

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
PAVILION IMPROVEMENT FUND					
FUND BALANCE 1/1	\$ 16,152		\$ 16,286		\$ 0
REVENUES					
TOTAL REVENUES	\$ 134	\$ -	\$ -	\$ 200	\$ -
EXPENDITURES					
TOTAL EXPENDITURES	\$ -	\$ -	\$ 16,286	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 134	\$ -	\$ (16,286)	\$ 200	\$ -
FUND BALANCE 12/31	\$ 16,286		\$ 0		\$ 0
MONTROSE URBAN RENEWAL AUTHORITY					
FUND BALANCE	\$ (8,320,319)		\$ (9,815,005)		\$ (11,792,122)
REVENUES					
Transfer from reserves					\$ 239,000
TOTAL REVENUES	\$ 110,019	\$ 894,859	\$ 984,588	\$ (202,500)	\$ 440,000
EXPENDITURES					
TOTAL EXPENDITURES	\$ 1,604,705	\$ 779,612	\$ 2,961,705	\$ 800,000	\$ 440,000
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,494,686)	\$ 115,247	\$ (1,977,117)	\$ (1,002,500)	\$ -
Use of Reserves					\$ (239,000)
FUND BALANCE 12/31	\$ (9,815,005)		\$ (11,792,122)		\$ (12,031,122)
SPECIAL BENEFIT FUND					
FUND BALANCE 1/1	\$ 208,541		\$ 172,024		\$ 137,176
REVENUES					
ANIMAL BENEFIT REVENUES	\$ 48,763	\$ 8,576	\$ 17,152	\$ 68,600	\$ 20,100
ANIMAL BENEFIT EXPENDITURES	\$ 85,280	\$ 20,089	\$ 52,000	\$ 64,512	\$ 88,068
REVENUE OVER (UNDER) EXPENDITURES	\$ (36,517)	\$ (11,513)	\$ (34,848)	\$ 4,088	\$ (67,968)
ENDING FUND BALANCE 12/31	\$ 172,024		\$ 137,176		\$ 69,208
RESTRICTED FUND BALANCE 1/1	\$ 122,271		\$ 188,187		\$ 225,987
PARKS DEVELOPMENT REVENUE	\$ 42,525	\$ 18,900	\$ 37,800	\$ 37,000	\$ 35,800
PARKS DEVELOPMENT EXPENDITURES	\$ 14,409	\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 28,116	\$ 18,900	\$ 37,800	\$ 37,000	\$ 35,800
FUND BALANCE 12/31	\$ 188,187		\$ 225,987		\$ 261,787
LOAN FOR STREET INFRASTRUCTION and CERTIFICATE OF PARTICIPATION FOR NEW PUBLIC SAFETY BUILDING					
FUND BALANCE 1/1	\$ 109,596		\$ 109,585		\$ 105,585
REVENUES					
TRANSFERS FROM OTHERS	\$ 948,463	\$ 716,191	\$ 1,193,651	\$ 1,193,651	\$ 1,524,651
Transfer from Reserves					\$ 3,000
TOTAL REVENUES	\$ 948,463	\$ 716,191	\$ 1,193,651	\$ 1,193,651	\$ 1,527,651
EXPENDITURES	\$ 948,474	\$ 596,826	\$ 1,197,651	\$ 1,193,651	\$ 1,527,651
REVENUES OVER (UNDER) EXPENDITURES	\$ (10)	\$ 119,365	\$ (4,000)	\$ -	\$ -
Use of reserves					\$ (3,000)
FUND BALANCE 12/31	\$ 109,585		\$ 105,585		\$ 102,585
DEMORET TRUST FUND					
FUND BALANCE 1/1	\$ 26,625		\$ 30,287		\$ 7,287
REVENUES					
REVENUES	\$ 3,661	\$ 1,874	\$ 2,000	\$ 100	\$ -
EXPENDITURES	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -
RESERVED PRINCIPAL BALANCE	\$ 321,381		\$ 321,381		\$ 321,381
FUND BALANCE 12/31	\$ 30,287		\$ 7,287		\$ 7,287
CEMETERY PERPETUAL CARE					
FUND BALANCE 1/1	\$ 122,120		\$ 124,459		\$ 125,046
REVENUES					
TOTAL REVENUES	\$ 3,078	\$ 444	\$ 1,587	\$ 3,000	\$ 2,000
EXPENDITURES	\$ 739	\$ 500	\$ 1,000	\$ 1,000	\$ 500
FUND BALANCE 12/31	\$ 124,459		\$ 125,046		\$ 126,546
SPECIAL IMPROVEMENTS REVOLVING					
FUND BALANCE 1/1	\$ 624,582		\$ 737,836		\$ 130,288
REVENUES					
TOTAL REVENUES	\$ 114,387	\$ 3,761	\$ 33,452	\$ 43,500	\$ 24,000
EXPENDITURES	\$ 1,133	\$ 18	\$ 641,000	\$ 641,000	\$ 500
FUND BALANCE 12/31	\$ 737,836		\$ 130,288		\$ 153,788

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
IN 2022, WEST SIDE ARTERIAL,CAPITAL IMPROVEMENT FUND AND FACILITY IMPROVEMENTS WILL BE COMBINED					
WEST SIDE ARTERIAL PROJECT					
FUND BALANCE 1/1	\$ 1,418,634		\$ 1,434,925		\$ 1,438,048
REVENUES					
TOTAL REVENUES	\$ 16,291	\$ 1,562	\$ 3,123	\$ 2,000	\$ 4,000
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 16,291	\$ 1,562	\$ 3,123	\$ 2,000	\$ 4,000
FUND BALANCE 12/31	\$ 1,434,925		\$ 1,438,048		\$ 1,442,048
CAPITAL IMPROVEMENT FUND					
FUND BALANCE 1/1	\$ 701,853		\$ 3,540,710		\$ 5,018,051
RESERVED FUND BALANCE	\$ 680,655				\$ 1,429,602
REVENUES					
Transfer from Reserves					\$ 3,086,806
TOTAL REVENUES	\$ 4,702,348	\$ 2,055,988	\$ 6,884,647	\$ 6,658,498	\$ 6,525,000
EXPENDITURES	\$ 1,863,491	\$ 1,846,312	\$ 5,407,306	\$ 8,208,304	\$ 6,525,000
REVENUES OVER (UNDER) EXPENDITURES	\$ 2,838,857	\$ 209,677	\$ 1,477,341	\$ (1,549,806)	\$ -
Use of reserves					\$ (3,086,806)
FUND BALANCE 12/31	\$ 3,540,710		\$ 5,018,051		\$ 1,931,245
FACILITY IMPROVEMENTS					
FUND BALANCE 1/1	\$ 126,864		\$ 465,210		\$ 665,699
REVENUES					
Transfer from reserves					\$ 498,500
TOTAL REVENUES	\$ 398,527	\$ 212,744	\$ 275,488	\$ 277,500	\$ 1,050,000
EXPENDITURES					
TOTAL EXPENDITURES	\$ 60,181	\$ -	\$ 75,000	\$ 75,000	\$ 1,050,000
REVENUES OVER (UNDER) EXPENDITURES	\$ 338,346	\$ 212,744	\$ 200,488	\$ 202,500	\$ -
FUND BALANCE 12/31	\$ 465,210		\$ 665,699		\$ 665,699
WATER FUND					
CASH & CASH EQUIVALENTS 1/1	\$ 9,800,559		\$ 9,657,702		\$ 6,260,892
REVENUES					
INTERGOVERNMENTAL REV	\$ 9,634	\$ -	\$ 7,000	\$ 7,000	\$ 7,000
CHARGES FOR WATER	\$ 6,100,665	\$ 2,799,565	\$ 5,580,695	\$ 5,583,194	\$ 6,204,495
OTHER WATER REVENUES	\$ 403,972	\$ 227,643	\$ 444,789	\$ 272,297	\$ 645,990
Transfer from reserves					\$ 2,508,395
TOTAL REVENUES	\$ 6,514,271	\$ 3,027,207	\$ 6,032,484	\$ 5,862,491	\$ 9,365,880
WATER FUND - BILLING & COLLECTION					
BILLING & COLLECTION	\$ 193,346	\$ 102,244	\$ 202,802	\$ 203,907	\$ 203,205
WATER DIST & ADMIN	\$ 6,268,234	\$ 4,242,788	\$ 9,031,248	\$ 9,684,186	\$ 8,965,197
WATER DEBT SERVICE	\$ 195,547	\$ 6,707	\$ 195,245	\$ 195,245	\$ 197,478
TOTAL EXPENDITURES	\$ 6,657,127	\$ 4,351,739	\$ 9,429,295	\$ 10,083,338	\$ 9,365,880
REVENUES OVER (UNDER) EXPENDITURES	\$ (142,856)	\$ (1,324,532)	\$ (3,396,811)	\$ (4,220,847)	\$ -
Use of reserves					\$ (2,508,395)
CASH & CASH EQUIVALENTS 12/31	\$ 9,657,702		\$ 6,260,892		\$ 3,752,497
SEWER FUND					
CASH & CASH EQUIVALENTS 1/1	\$ 2,042,287		\$ 2,861,774		\$ 1,579,852
REVENUES					
SEWER REVENUES	\$ 3,042,369	\$ 1,513,200	\$ 3,026,400	\$ 2,847,828	\$ 3,117,000
OTHER SEWER REVENUES	\$ 741,778	\$ 479,082	\$ 958,164	\$ 559,814	\$ 951,326
Transfer from reserves	\$ -	\$ -		\$ -	\$ 1,864,917
TOTAL REVENUES	\$ 3,784,147	\$ 1,992,282	\$ 3,984,564	\$ 3,407,643	\$ 5,933,243
BILLING & COLLECTIONS	\$ 36,525	\$ 17,003	\$ 38,025	\$ 38,480	\$ 36,077
SEWER LINE MAINT & ADMIN	\$ 1,349,717	\$ 1,249,412	\$ 3,525,794	\$ 3,724,170	\$ 3,792,668
SEWER TREATMENT	\$ 1,412,985	\$ 634,615	\$ 1,530,020	\$ 1,559,046	\$ 1,921,876
INDUSTRIAL PRETREATMENT	\$ 5,440	\$ 5,410	\$ 12,900	\$ 13,050	\$ 21,050
SEWER DEBT SERVICE	\$ 159,993	\$ 5,488	\$ 159,746	\$ 159,746	\$ 161,573
TOTAL EXPENDITURES	\$ 2,964,660	\$ 1,911,928	\$ 5,266,486	\$ 5,494,492	\$ 5,933,243
REVENUES OVER (UNDER) EXPENDITURES	\$ 819,487	\$ 80,354	\$ (1,281,922)	\$ (2,086,850)	\$ -
Use of reserves					\$ (1,864,917)
CASH & CASH EQUIVALENTS 12/31	\$ 2,861,774		\$ 1,579,852		\$ (285,065)

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
TRASH/RECYCLING FUND					
CASH & CASH EQUIVALENTS 1/1	\$ 959,388		\$ 581,587		\$ 533,874
REVENUES					
Use of reserves					\$ 151,266
TOTAL REVENUES	\$ 1,680,333	\$ 920,078	\$ 1,840,155	\$ 1,784,289	\$ 2,282,600
TRASH & RECYCLING - BILLING & COLLECTIONS					
BILLING & COLLECTIONS	\$ 43,799	\$ 20,571	\$ 43,454	\$ 46,959	\$ 44,522
TRASH & RECYCLING - TRASH & RECYCLING O&M					
TRASH & RECYCLING	\$ 2,014,335	\$ 814,031	\$ 1,844,414	\$ 1,902,026	\$ 2,238,078
TOTAL EXPENDITURES	\$ 2,058,134	\$ 834,603	\$ 1,887,868	\$ 1,948,985	\$ 2,282,600
REVENUES OVER (UNDER) EXPENDITURES	\$ (377,801)	\$ 85,475	\$ (47,713)	\$ (164,696)	\$ -
Use of reserves					\$ (151,266)
CASH & CASH EQUIVALENTS 12/31	\$ 581,587		\$ 533,874		\$ 382,608
BLACK CANYON GOLF COURSE					
CASH & CASH EQUIVALENTS 1/1	\$ (16,585)		\$ 100,334		\$ 128,048
REVENUES					
Use of reserves					\$ 108,714
TOTAL REVENUES	\$ 990,874	\$ 768,347	\$ 1,332,638	\$ 1,097,577	\$ 1,465,114
TOTAL BCGC - TURF MAINTNEANANCE OPER.	\$ 485,956	\$ 295,979	\$ 586,922	\$ 651,044	\$ 671,137
TOTAL BCGC - BUSINESS OPER (CLUBHOUSE)	\$ 387,998	\$ 197,677	\$ 447,773	\$ 446,974	\$ 487,613
TOTAL BCGC - RUSTY PUTTER	\$ -	\$ 105,008	\$ 270,229	\$ -	\$ 306,364
TOTAL EXPENDITURES	\$ 873,954	\$ 598,664	\$ 1,304,924	\$ 1,098,018	\$ 1,465,114
REVENUES OVER (UNDER) EXPENDITURES	\$ 116,920	\$ 169,683	\$ 27,714	\$ (442)	\$ -
CASH & CASH EQUIVALENTS 12/31	\$ 100,334		\$ 128,048		\$ 128,048
IN 2022, THE FLEET MGMT, INFORMATION SERVICE, HEALTH/DENTAL INSURANCE AND FACILITY FUND WILL BE COMBINED					
FLEET MANAGEMENT					
CASH & CASH EQUIVALENTS 1/1	\$ 855,841		\$ 2,272,357		\$ 2,394,739
REVENUES					
Use of reserves					\$ -
TOTAL REVENUES	\$ 3,394,965	\$ 1,467,822	\$ 2,829,497	\$ 2,866,935	\$ 3,039,874
TOTAL EXPENDITURES	\$ 1,978,449	\$ 1,205,059	\$ 2,707,115	\$ 2,400,672	\$ 2,928,878
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,416,515	\$ 262,764	\$ 122,382	\$ 466,263	\$ 110,996
Use of reserves					\$ -
CASH & CASH EQUIVALENTS 12/31	\$ 2,272,357		\$ 2,394,739		\$ 2,505,735
INFORMATION SERVICES					
CASH & CASH EQUIVALENTS	\$ 649,473		\$ 732,463		\$ 792,628
REVENUES					
Use of reserves					\$ 94,070
TOTAL REVENUES	\$ 1,585,297	\$ 810,793	\$ 1,635,587	\$ 1,637,258	\$ 2,022,920
TOTAL EXPENDITURES	\$ 1,502,307	\$ 716,844	\$ 1,575,422	\$ 1,592,766	\$ 2,022,920
REVENUES OVER (UNDER) EXPENDITURES	\$ 82,990	\$ 93,950	\$ 60,165	\$ 44,492	\$ -
Use of reserves					\$ (94,070)
CASH & CASH EQUIVALENTS 12/31	\$ 732,463		\$ 792,628		\$ 698,558
HEALTH/DENTAL INSURANCE					
CASH & CASH EQUIVALENTS	\$ 3,902,499		\$ 3,569,130		\$ 4,041,368
REVENUES					
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ 534,618
TOTAL REVENUES	\$ 2,309,020	\$ 1,401,448	\$ 2,781,300	\$ 2,820,000	\$ 3,149,618
TOTAL EXPENDITURES	\$ 2,642,389	\$ 1,385,568	\$ 2,309,063	\$ 2,805,757	\$ 3,149,618
REVENUES OVER (UNDER) EXPENDITURES	\$ (333,368)	\$ 15,880	\$ 472,238	\$ 14,243	\$ -
Use of reserves					\$ -
CASH & CASH EQUIVALENTS 12/31	\$ 3,569,130		\$ 4,041,368		\$ 4,041,368
FACILITY FUND					
CASH & CASH EQUIVALENTS	\$ 209,544		\$ 163,014		\$ 290,207
Transfer from Reserves				\$ 13,901	\$ 19,818
TOTAL REVENUE	\$ 1,219,362	\$ 713,318	\$ 1,426,982	\$ 1,440,883	\$ 1,657,670
TOTAL EXPENDITURE	\$ 1,265,891	\$ 527,918	\$ 1,299,789	\$ 1,440,883	\$ 1,657,670
REVENUES OVER (UNDER) EXPENDITURES	\$ (46,530)	\$ 185,400	\$ 127,193	\$ (0)	\$ -
Use of reserves				\$ (13,901)	\$ (19,818)
CASH & CASH EQUIVALENTS 12/31	\$ 163,014	\$ 185,400	\$ 290,207	\$ (0)	\$ 270,389

	2020 Audited	2021 Actual through June	Actual Projected through 12/31/2021	2021 Original Budget	2022 Budget
MRD TAX CUSTODIAL FUND					
FUND BALANCE	\$ -		\$ -		\$ -
REVENUE	\$ 1,997,612	\$ -	\$ -	\$ -	\$ 2,077,517
EXPENDITURES	\$ 1,997,612	\$ -	\$ -	\$ -	\$ 2,077,517
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCE 12/31	\$ -		\$ -		\$ -
TOTAL REVENUES - ALL FUNDS	\$68,261,993	\$40,629,421	\$76,340,843	\$65,836,150	\$85,914,760
TOTAL EXPENSES - ALL FUNDS	\$76,973,549	\$31,806,558	\$78,366,444	\$78,196,824	\$85,734,886

DEBT SERVICE

Combined Debt Summary

The City of Montrose Charter establishes a legal debt limitation of 5% of the assessed valuation of taxable property in the City, as shown by the last preceding assessment. The assessed valuation of taxable property in the City as of October 1, 2020, was \$327,807,603. The legal debt limit of 5% is \$16,390,380. Certain debt is excluded from the calculation for water, storm sewer, sanitary sewer, sewage disposal, short-term notes (< 3 years), and local improvement securities. This limitation does not apply to revenue bonds as addressed in Article VI, Section 5 of the City of Montrose Charter.

	2022
Assessed taxable property valuation	\$327,807,603
5% Debt Limitation	\$16,390,380
Lease Purchase, Series 2017A & 2017B	\$8,376,891
2016 Water and Sewer Revenue Refunding Note	\$1,025,000
2020 Public Safety Certificate of Participation	\$15,980,000
Total not subject to limitation	\$25,381,891

General Fund Certificates of Participation, Series 2017A & 2017B

In 2017, the City paid off the General Fund Excise Tax Revenue Bonds, Series 2010. Due to aging infrastructure and deferred maintenance projects as well as the creation of the Montrose Urban Renewal Authority, the City issued series 2017A & 2017B certificate of participation to Vectra Bank, borrowing \$10,000,000. DA Davidson & Co. provided underwriter/placement services for the City with a net interest cost 2.7248% payable semi-annually.

Date	Principal	Interest	Debt Service	Annual Debt Service
4/1/2022	212,074	101,855	313,929	
10/1/2022	214,958	98,970	313,929	627,857
4/1/2023	217,882	96,047	313,929	
10/1/2023	220,845	93,084	313,929	627,857
4/1/2024	223,848	90,080	313,929	
10/1/2024	226,893	87,036	313,929	627,857
4/1/2025	229,978	83,950	313,929	
10/1/2025	233,106	80,823	313,929	627,857
4/1/2026	236,276	77,652	313,929	
10/1/2026	239,490	74,439	313,929	627,857
4/1/2027	242,747	71,182	313,929	
10/1/2027	246,048	67,881	313,929	627,857
4/1/2028	249,394	64,534	313,929	
10/1/2028	252,786	61,143	313,929	627,857
4/1/2029	256,224	57,705	313,929	
10/1/2029	259,709	54,220	313,929	627,857
4/1/2030	263,241	50,688	313,929	
10/1/2030	266,821	47,108	313,929	627,857
4/1/2031	270,450	43,479	313,929	
10/1/2031	274,128	39,801	313,929	627,857
4/1/2032	277,856	36,073	313,929	
10/1/2032	281,635	32,294	313,929	627,857
4/1/2033	285,465	28,464	313,929	
10/1/2033	288,191	25,738	313,929	627,857
4/1/2034	290,943	22,985	313,929	
10/1/2034	293,722	20,207	313,929	627,857
4/1/2035	296,527	17,402	313,929	
10/1/2035	299,359	14,570	313,929	627,857
4/1/2036	302,218	11,711	313,929	
10/1/2036	305,104	8,825	313,929	627,857
4/1/2037	308,017	5,911	313,929	
10/1/2037	310,959	2,970	313,929	627,857
	\$8,376,891	\$1,668,826	\$10,045,717	\$10,045,717

**Water and Sewer Revenue Refunding Note
Series 2016**

Revenue Bonds in the amount of \$6,045,000 were issued on March 15, 2004 for the purpose of refunding City's outstanding 1993 water and sewer revenue refunding bonds and financing \$4,000,000 in improvements to the City's water and sewer systems. In 2016, the remaining debt was refunded by a note with a principal balance of \$2,855,000 which resulted in a savings of \$295,000. This note is paid from the net revenue derived from the operation and use of the City's water and sewer enterprise system. Interest rate for this note is 1.8% payable semi-annually. The paying agent is UMB Bank. The following debt payment schedule is for the Water and Sewer Revenue Refunding Note, Series 2016.

Date	Principal	Interest	Yearly payment
4/1/2022		9,225	
10/1/2022	340,000	9,225	358,450
4/1/2023		6,165	
10/1/2023	340,000	6,165	352,330
4/1/2024		3,105	
10/1/2024	345,000	3,105	351,210
Total	1,025,000	- 36,990	- 1,061,990

**Public Safety Facilities Project
Series 2020**

With voter approval on November 5, 2019, a .58% sales and use tax increase along with funding from the General Fund allowed the City to issue debt in the form of Certificate of Participation to UMB Bank in the amount of \$15,980,000 to construct a new public safety facility. DA Davidson & Co. provided underwriter/placement services for the City with a net interest cost 3.3156 payable semi-annually on June 1 and December 1.

Date	Principal	Interest	Annual Debt Service
6/1/2022	\$ -	\$ 282,897	
12/1/2022	\$ 330,000	\$ 282,897	\$ 895,794
6/1/2023		\$ 276,297	
12/1/2023	\$ 345,000	\$ 276,297	\$ 897,594
6/1/2024		\$ 269,397	
12/1/2024	\$ 360,000	\$ 269,397	\$ 898,794
6/1/2025		\$ 262,197	
12/1/2025	\$ 375,000	\$ 262,197	\$ 899,394
6/1/2026		\$ 254,697	
12/1/2026	\$ 390,000	\$ 254,697	\$ 899,394
6/1/2027		\$ 246,897	
12/1/2027	\$ 405,000	\$ 246,897	\$ 898,794
6/1/2028		\$ 238,797	
12/1/2028	\$ 420,000	\$ 238,797	\$ 897,594
6/1/2029		\$ 230,397	
12/1/2029	\$ 435,000	\$ 230,397	\$ 895,794
6/1/2030		\$ 221,697	
12/1/2030	\$ 455,000	\$ 221,697	\$ 898,394
6/1/2031		\$ 212,597	
12/1/2031	\$ 470,000	\$ 212,597	\$ 895,194
6/1/2032		\$ 203,197	
12/1/2032	\$ 490,000	\$ 203,197	\$ 896,394
6/1/2033		\$ 193,397	
12/1/2033	\$ 510,000	\$ 193,397	\$ 896,794
6/1/2034		\$ 183,197	
12/1/2034	\$ 530,000	\$ 183,197	\$ 896,394
6/1/2035		\$ 172,597	
12/1/2035	\$ 550,000	\$ 172,597	\$ 895,194
6/1/2036		\$ 161,597	
12/1/2036	\$ 575,000	\$ 161,597	\$ 898,194
6/1/2037		\$ 152,972	
12/1/2037	\$ 590,000	\$ 152,972	\$ 895,944
6/1/2038		\$ 144,122	
12/1/2038	\$ 610,000	\$ 144,122	\$ 898,244
6/1/2039		\$ 134,972	
12/1/2039	\$ 630,000	\$ 134,972	\$ 899,944

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Date	Principal	Interest	Annual Debt Service
6/1/2040		\$ 125,522	
12/1/2040	\$ 645,000	\$ 125,522	\$ 896,043
6/1/2041		\$ 115,847	
12/1/2041	\$ 665,000	\$ 115,847	\$ 896,693
6/1/2042		\$ 104,625	
12/1/2042	\$ 690,000	\$ 104,625	\$ 899,250
6/1/2043		\$ 92,981	
12/1/2043	\$ 710,000	\$ 92,981	\$ 895,962
6/1/2044		\$ 81,000	
12/1/2044	\$ 735,000	\$ 81,000	\$ 897,000
6/1/2045		\$ 68,597	
12/1/2045	\$ 760,000	\$ 68,597	\$ 897,193
6/1/2046		\$ 55,772	
12/1/2046	\$ 785,000	\$ 55,772	\$ 896,543
6/1/2047		\$ 42,525	
12/1/2047	\$ 810,000	\$ 42,525	\$ 895,050
6/1/2048		\$ 28,856	
12/1/2048	\$ 840,000	\$ 28,856	\$ 897,712
6/1/2049		\$ 14,681	
12/1/2049	\$ 870,000	\$ 14,681	\$ 899,362
Total	\$ 15,980,000	\$ 9,144,650	\$ 25,124,650

ORDINANCE NO. 2570

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING ORDINANCE NO. 2514 WHICH APPROPRIATED FUNDS FOR DEFRAYING THE EXPENSES AND LIABILITIES OF THE CITY OF MONTROSE, COLORADO DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2021; SAID EXPENDITURES OF THE CITY OF MONTROSE OVER AND ABOVE THOSE ANTICIPATED AT THE TIME OF THE ADOPTION OF THE ORIGINAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021.

WHEREAS, these additional appropriations are deemed necessary for the public health, peace or safety of the city's residents.

WHEREAS, the funds below have either additional revenues or fund balance to cover these additional expenses.

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

Section 1: The amounts appropriated for the following funds by Section 1 of Ordinance No. 2514 are hereby amended to read according to the column entitled "Final Budget", below:

Fund #	Fund Name	Original Budget	Final Budget
200	RETAIL SALES ENHANCEMENT FUND	\$ 467,939	\$ 515,300
202	CDBG Pass thru Grants	\$ -	\$ 175,000
260	MONTROSE URBAN RENEWAL AUTHORITY	\$ 800,000	\$ 4,355,100
370	GENERAL DEBT SERVICES	\$ 1,193,651	\$ 1,197,651
580	BLACK CANYON GOLF COURSE	\$ 1,098,018	\$ 1,353,302
600	FLEET MANAGEMENT FUND	\$ 2,400,672	\$ 2,707,120
610	HEALTH & DENTAL MGMT FUND	\$ 2,805,757	\$ 3,467,560

In addition to the aforementioned supplemental items, the following projects were approved throughout the 2021 budget year using existing General Fund budget. These projects included a contribution to asbestos abatement in several mobile home parks, La Raza park upgrades and the sidewalk on North 9th, partnering to fund a childcare needs assessment study, property acquisition such as the house adjacent to the CMU campus and the Bullock Plant purchase.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on first reading on Tuesday, the 16th day of November, 2021, at the hour of 6:00 p.m. in the City Council Chambers at 107 S. Cascade.

INTRODUCED, READ and PASSED on first reading this 16th day of November, 2021

Douglas Glaspell, Mayor

Attest:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ AND ADOPTED on second reading this 7th day of December, 2021.

Douglas Glaspell, Mayor

Attest:

Lisa DelPiccolo, City Clerk

Backup for Ordinance # 2570 which appropriates additional funds and supplements the original appropriating Ordinance # 2514

A supplemental budget is necessary to appropriate funds for projects, grants, and other unanticipated expenditures that occurred during the fiscal year which are deemed necessary for the public health, peace or safety of the city's residents.

City Council 11/16/2021

		Original Budget Ordinance 2570	Final Budget Ordinance 2514	Difference	Other Funding	Explanation
Fund #	Fund Name					
Fund #	Fund Name	Original Budget	Final Budget	Additional Appropriation for 2021	Funded by Grants	
200	RETAIL SALES ENHANCEMENT FUND	\$ 467,939	\$ 515,300	\$ 47,361	\$ -	DART employee, AJGA golf tournament sponsorship and downtown small business and special event related projects.
202	CDBG Pass thru Grants	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	Sponsorship of grants for other entities: RE1-J for the playground at Centennial Middle School
260	MONTROSE URBAN RENEWAL AUTHORITY	\$ 800,000	\$ 4,355,100	\$ 3,555,100	\$ -	Incentives for Horizontal Improvements
370	GENERAL DEBT SERVICES	\$ 1,193,651	\$ 1,197,651	\$ 4,000		Fees for debt service on public safety building COPs and Infrastructure loan
580	BLACK CANYON GOLF COURSE	\$ 1,098,018	\$ 1,353,302	\$ 255,284		Rusty Putter Restaurant start up
600	FLEET MANAGEMENT FUND	\$ 2,400,672	\$ 2,707,120	\$ 306,448		Trash and Recycle Truck budgeted in 2020 not received until 2021
610	HEALTH & DENTAL MGMT FUND	\$ 2,805,757	\$ 3,467,560	\$ 661,803	\$ -	Claims exceeding the projection for 2021

In addition to the aforementioned supplemental items, the following projects were approved throughout the 2021 budget year using existing General Fund budget. These projects included a contribution to asbestos abatement in several mobile home parks, La Raza park upgrades and the sidewalk on North 9th, partnering to fund a childcare needs assessment study, property acquisition such as the house adjacent to the CMU campus and the Bullock Plant purchase.

1

Name Olga L Chavez Helguera	Type of License	Account Number
---------------------------------------	-----------------	----------------

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes ☐	No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
Waiver by local ordinance? ☐	☐	
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☒
13 b. Are you a Colorado resident?	☒	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	☐	☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?	☒	☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		

Landlord Michael & Valerie Hudson	Tenant Olga L. Chavez Helguera	Expires 11/01/22
---	--	----------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	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 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	Yes ☐	No ☒
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.		
	☐	☒

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes ☐ No ☒		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes ☐ No ☒		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes ☐ No ☒		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes ☐ No ☒		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes ☐ No ☒		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes ☐ No ☒		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Chavez Helguera		First Name of Manager Olga		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes ☐ No ☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:		Yes ☐ No ☒		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes ☐ No ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes ☐ No ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Olga L. Chavez Helguera	1031 6442 Rd Montrose, Co 81403		Owner	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** 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.				

Name	Type of License	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Olga L. Chavez Helguera	Date 10-6-21
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority October 6, 2021	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) November 16, 2021	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes No ☐ ☒
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		☐ ☒
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		☐ ☒
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County
Signature	Print	Title
Signature	Print	Title
		Date



CITY OF MONTROSE
OFFICE OF THE CITY CLERK



Lisa DelPiccolo, MMC, City Clerk
Direct Dial: 970.240.1422
E-mail: ldelpiccolo@ci.montrose.co.us

November 8, 2021

Petitions were circulated in support of a Hotel & Restaurant liquor license, for El Buen Sabor Mexican Restaurant CO, doing business as El Buen Sabor Mexican Restaurant at 82 Rose Lane.

A summary of the petitions is as follows:

- 82 Signatures were submitted
- 46 Signatures were determined to be insufficient
 - 33 outside of city limits
 - 9 provided insufficient addresses
 - 4 failed to provide a signature
- 36 Signatures were determined to be valid and in support of the license.

Comments received in support of the license being issued:

- Amazing people!
- Please allow liquor as it gives a great atmosphere
- It would be nice to have a drink with dinner (4)
- Muy bien/good job (2)
- Girls have fun!

Respectfully,

Lisa DelPiccolo, MMC
City Clerk

ORDINANCE NO. 2568

**AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO,
REPEALING TITLE 6 CHAPTER 1 SECTION 26 (6-1-26) ONLY, REGARDING
LOITERING**

WHEREAS, the City's Police Regulations are updated from time to time; and

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

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

The following Section of Title 6 Chapter 1 of the Official Code of the City of Montrose, Colorado is hereby repealed: Title 6 Chapter 1 Section 26 (6-1-26) only is hereby repealed. This version supersedes all previous versions of Montrose Municipal Code § 6-1-26, to read in full as follows:

6-1-26. - Reserved.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the 2nd day of November, 2021, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 2nd day of November, 2021.


Douglas Glaspell, Mayor

ATTEST:


Lisa DelPiccolo, City Clerk



INTRODUCED, READ and ADOPTED on second reading this 16th day of November, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

LOITERING ELEMENTS

The elements of the crime of loitering (juvenile) are:

1. That the defendant, [NAME]
2. In the City of Montrose, County of Montrose, State of Colorado, at or about the date and place charged;
3. Unlawfully loitered on or about any street, avenue, highway, road, sidewalk, curb, gutter, parking lot, alley, vacant lot, park, playground, yard, building, place of amusement, or eating place, whether public or private. Loiter means remaining idle in essentially one location, to be dilatory, to tarry, to dawdle and, shall include but not be limited to, standing around, hanging out, sitting, kneeling, sauntering or prowling.
4. without the consent or permission of the owner or occupant thereof;
5. [during the hours beginning at 12:00 a.m. through 6:00 a.m. on Saturday and Sunday], OR [during the hours beginning at 10:00 p.m. on Sunday night through Thursday night through 6:00 a.m. the following day]; and
6. the defendant is under the age of 18 years and
7. the defendant is unaccompanied by a parent, guardian or other adult person over the age of 21 years who is authorized by a parent or guardian of such juvenile to take said parent's place in accompanying said juvenile for a designated period of time and purpose within a specified area

After considering all the evidence, if you decide the prosecution has proven each of the elements beyond a reasonable doubt, you should find the defendant guilty of loitering.

After considering all the evidence, if you decide the prosecution has failed to prove any one or more of the elements beyond a reasonable doubt, you should find the defendant not guilty of loitering.

The elements of the crime of loitering (adult – parent or guardian) are:

1. That the defendant, [NAME]
2. In the City of Montrose, County of Montrose, State of Colorado, at or about the date and place charged;
3. Having the care and custody of a juvenile under the age of 18 years in capacity as a parent, guardian, or other adult person;
4. Knowingly;
5. Permitted or allowed such juvenile to unlawfully loiter on or about any street, avenue, highway, road, sidewalk, curb, gutter, parking lot, alley, vacant lot, park, playground, yard, building, place of amusement, or eating place, whether public or private without the consent or permission of the owner or occupant thereof; [during the hours beginning at 12:00 a.m. through 6:00 a.m. on Saturday and Sunday], OR [during the hours beginning at 10:00 p.m. on Sunday night through Thursday night through 6:00 a.m. the following day]. Loiter means remaining idle in essentially one location, to be dilatory, to tarry, to dawdle and, shall include but not be limited to, standing around, hanging out, sitting, kneeling, sauntering or prowling.

Knowingly means when he or she is aware that his or her conduct is of such nature or that such circumstance exists. A person acts "knowingly" or "willfully," with respect to a result of his or her conduct, when he or she is aware that his or her conduct is practically certain to cause the result. For purposes of this definition, knowingly includes knowledge which a parent should be reasonably expected to have concerning the whereabouts of a juvenile in that parent or guardian's custody.

After considering all the evidence, if you decide the prosecution has proven each of the elements beyond a reasonable doubt, you should find the defendant guilty of loitering.

After considering all the evidence, if you decide the prosecution has failed to prove any one or more of the elements beyond a reasonable doubt, you should find the defendant not guilty of loitering.



CITY OF MONTROSE
CITY CLERK

MEMO

DATE: November 10, 2021
TO: City Council
FROM: Lisa DelPiccolo, City Clerk
RE: City Council District Boundary Adjustments

Summary

At the November 1 work session, GIS Coordinator Eric Svensen presented the current City Council district map showing population per district along with six options for adjusting the boundaries as required by the City Charter. The total population of the City according to the 2020 Census is 20,293, which sets a target of 5,073 per district.

Included in the meeting packet are Ordinance 2571 and the six boundary adjustment options presented at the work session. The current map is labeled as Option 1 and the maps showing the adjustment options are labeled as Option 2 through Option 8. Please note that there is not an Option 5. The option selected by City Council will become the official "Exhibit A" to the Ordinance. City Council is scheduled to consider adoption of Ordinance 2571 on second reading at the December 7 regular City Council meeting.

Background

Article I, Section 13 of the Charter of the City of Montrose outlines how the four City Council districts are established, and is included below:

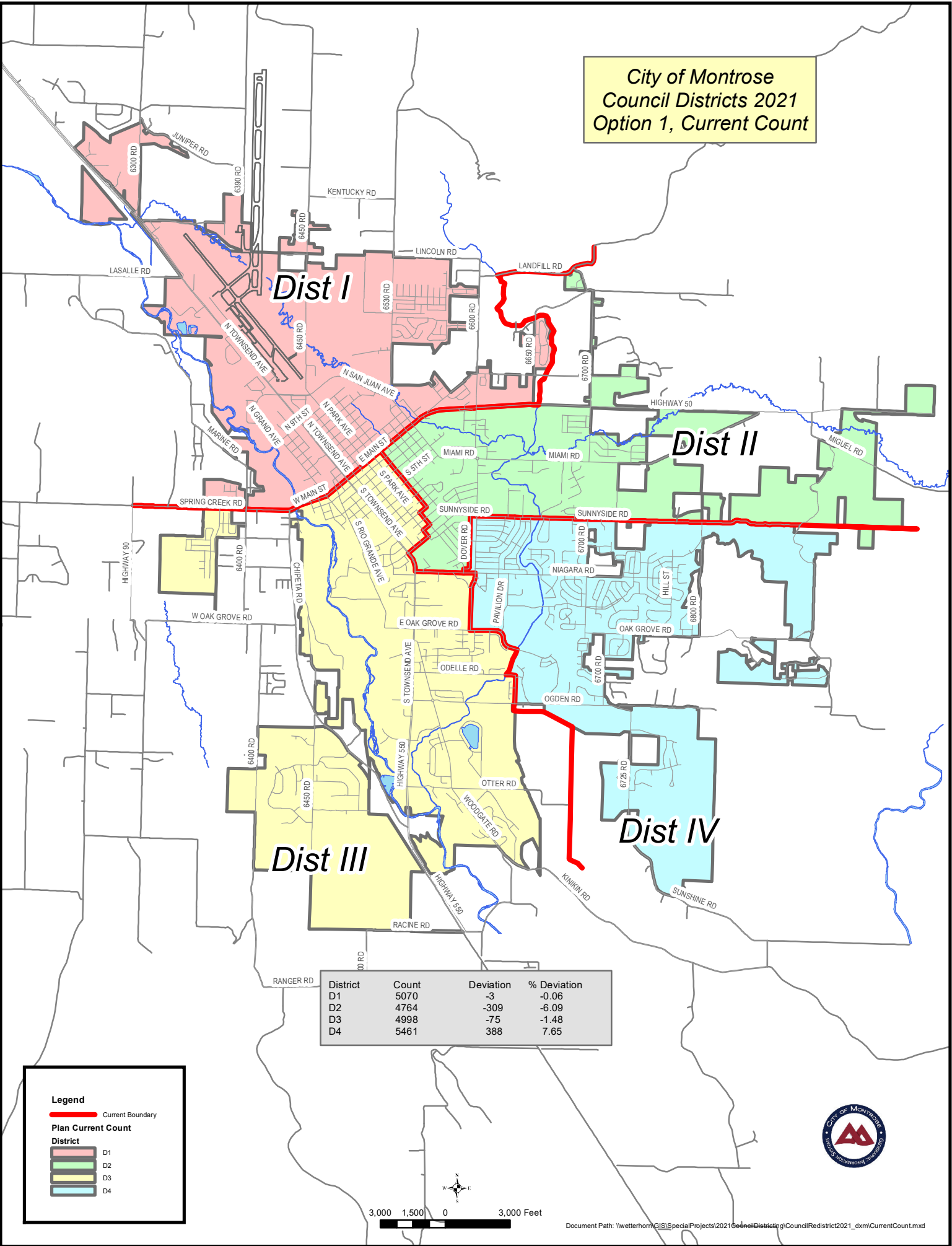
The City Council shall divide the City by ordinance into four Council districts of approximately equal population, to be numbered 1 through 4, prior to May 1, 1981. The district boundaries shall be adjusted from time to time by the City Council as required to maintain approximately equal populations, and such an adjustment shall be made within one year following the publication of the results of each United States Decennial Census. Changes in district boundaries shall not be effective for any election unless adopted prior to the time petitions for nominations may be circulated for that election. Petitions for nomination for all Councilors shall be signed by at least 25 registered electors residing anywhere within the City.

The 2020 Census results were released in August, 2021. Pursuant to the Charter, the City Council must adjust the district boundaries within one year of the publication of the 2020 Census results, which would be August, 2022. Council may adjust the boundaries prior to the April, 2022 municipal election but is not required to.

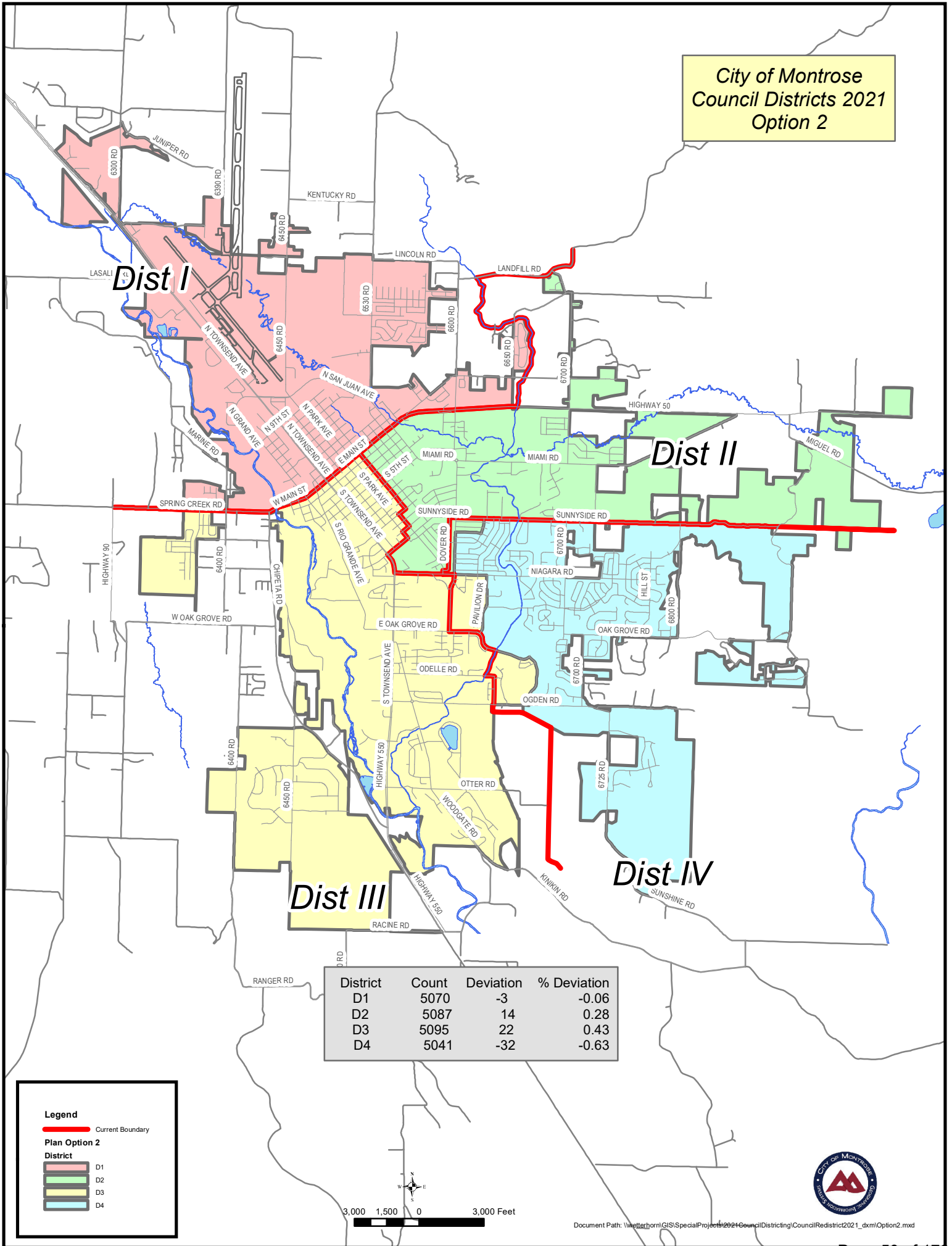
Pursuant to the Charter, if City Council desires for adjustments to districts to be effective for the April, 2022 municipal election, the adjustments must be adopted prior to Tuesday, January 4, which is the first day petition nominations may be circulated for that election. Election information, including the City Council district map, will be made available for potential candidates by mid-December.



**City of Montrose
Council Districts 2021
Option 1, Current Count**



City of Montrose
Council Districts 2021
Option 2



City of Montrose
Council Districts 2021
Option 3

Dist I

Dist II

Dist IV

Dist III

District	Count	Deviation	% Deviation
D1	5070	-3	-0.06
D2	5082	9	0.18
D3	5069	-4	-0.08
D4	5072	-1	-0.02

Legend

Runway

Current Boundary

Plan Option 3

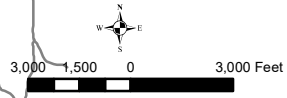
District

D1

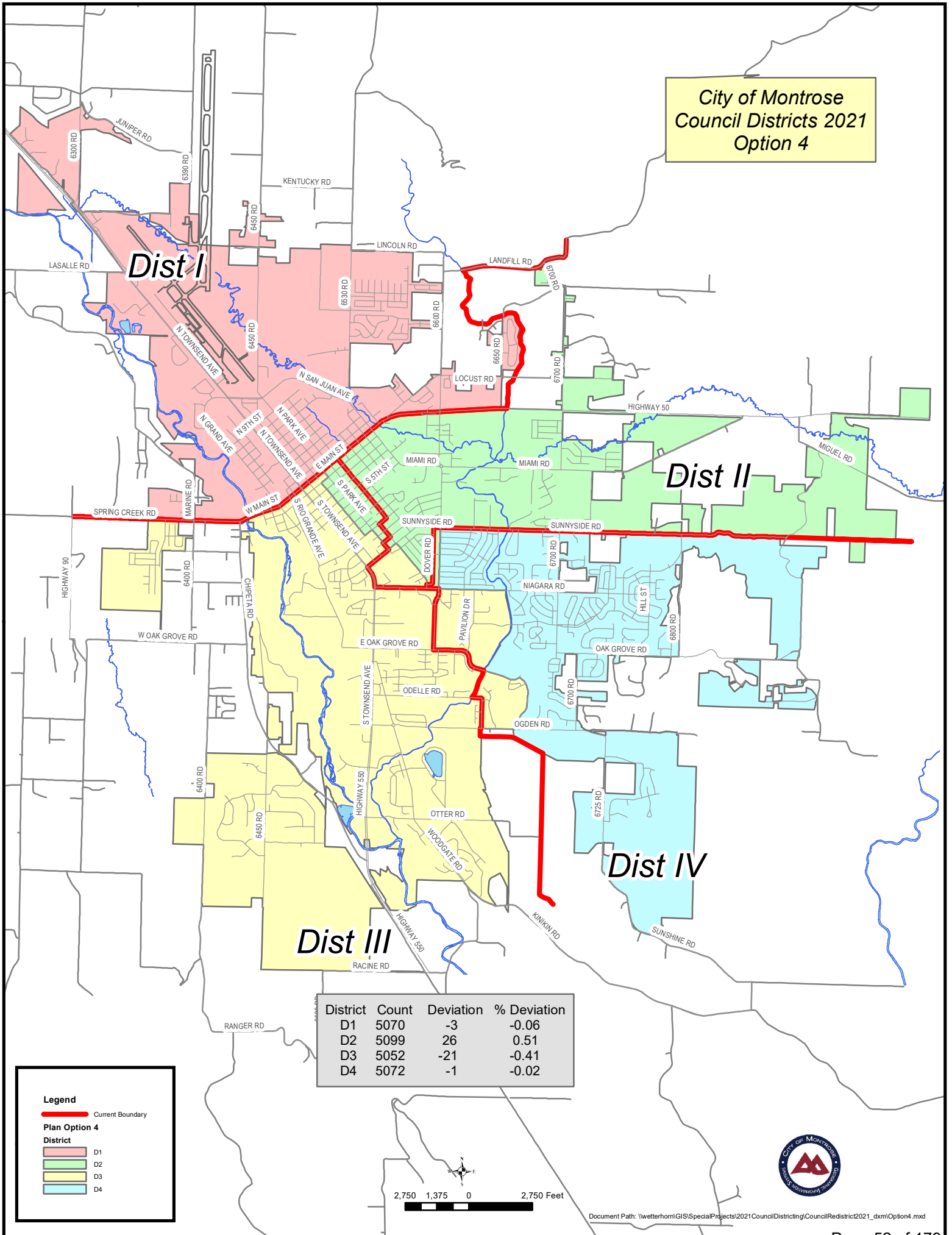
D2

D3

D4



City of Montrose
Council Districts 2021
Option 4



City of Montrose
Council Districts 2021
Option 6

Dist I

Dist II

Dist IV

Dist III

Legend

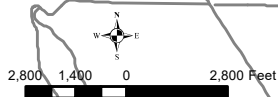
- streets
- County Roads
- COUNCIL_DISTRICT_LINES

PlanOption6

District

- D1
- D3
- D4
- D2

District	Count	Deviation	% Deviation
D1	5059	-14	-0.28
D2	5097	24	0.47
D3	5085	12	0.24
D4	5052	-21	-0.41



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City of Montrose
Council Districts 2021
Option 7

Dist I

Dist II

Dist III

Dist IV

Legend

- streets
- County Roads
- COUNCIL_DISTRICT_LINES
- DIST_NAME**
- D1
- D2
- D3
- D4

District	Count	Deviation	% Deviation
D1	5071	-2	-0.04
D2	5086	13	0.26
D3	5083	10	0.20
D4	5053	-20	-0.40



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City of Montrose
Council Districts 2021
Option 8

Dist I

Dist II

Dist III

Dist IV

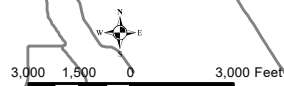
Legend

- streets
- County Roads
- Council District lines

DIST_NAME
D1
D2
D3
D4

**Option8
Districts**
Unassigned
D1
D2
D3
D4

District	Count	Deviation	% Deviation
D1	5069	-4	-0.08
D2	5093	20	0.39
D3	5071	-2	0.04
D4	5060	-13	-0.26



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ORDINANCE NO. 2571

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING THE CITY COUNCIL DISTRICT BOUNDARIES BY THE ADOPTION OF A NEW COUNCIL DISTRICT MAP, AND BY ITS INSERTION INTO THE OFFICIAL CODE OF THE CITY OF MONTROSE, AND BY REPEAL OF THE OLD COUNCIL DISTRICT MAP.

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

SECTION 1:

Section 1-9-4 (A) of the Official Code of the City of Montrose is hereby amended as follows:

The City of Montrose hereby adopts a new Council District Map, attached to this Ordinance as **Exhibit A**, and incorporated herein by reference; the existing Council District Map, located in § 1-9-4 (A) of the Official Code of the City of Montrose is hereby repealed in its entirety, and the existing Council District Map shall be removed from said Code.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance, and on the question of its passage on first reading on Tuesday, the 16th day of November, 2021, at the hour of 7:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 16th day of November, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 7th day of December, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

RESOLUTION 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO APPROVING THE FILING OF A GRANT APPLICATION WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS - PLANNING GRANT PROGRAM IN ORDER TO FUND A HOUSING NEEDS ASSESSMENT.

WHEREAS, Colorado HB21-1271 created three grant programs under the Department of Local Affairs to help local governments better understand their housing needs and adopt a policy and regulatory strategies in order to promote the development of affordable housing; and

WHEREAS, the City of Montrose is eligible for the Planning Grant Program and the City has identified three regulatory strategies: implementing the creation of an expedited development review process for affordable housing, establishing a high density bonus program to increase the construction of units that meet critical housing needs in the local community, and lessening the minimum parking requirements for new affordable housing developments; and

WHEREAS, the City of Montrose recognizes that affordable housing is important to the economic vitality of the community and that a housing needs assessment is necessary to achieve this; and

WHEREAS, the City of Montrose will hire a contractor to complete a housing needs assessment and assist with Code Amendments and ideas for implementing the three affordable housing strategies; and

WHEREAS, the City of Montrose requests a planning grant administered by the Colorado Department of Local Affairs, in an amount up to \$114,000, for the aforementioned affordable housing project; and

WHEREAS, the City of Montrose shall submit a grant application to the Colorado Department of Local Affairs State on or about December 6, 2021 for a planning grant for the aforementioned project.

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

Section 1: The City Council of the City of Montrose authorizes the filing of the grant application with the Colorado Department of Local Affairs.

- Section 2: The City of Montrose agrees to provide a matching contribution of up to \$76,000 - equal to 40% of the grant request, for the project.
- Section 3: Council directs the City Manager, and City Staff, to perform all steps necessary to execute the grant agreement with the Colorado Department of Local Affairs.
- Section 4: This resolution to be in full force and effect from and after its passage and approval.

ADOPTED this 16th day of November, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

RESOLUTION 2021-26

A RESOLUTION AUTHORIZING FILING OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD CLEANUP GRANT PROGRAM APPLICATION

WHEREAS, the City of Montrose wishes to improve the economic conditions and prosperity of Montrose through revitalization efforts; and

WHEREAS, the United States Environmental Protection Agency Brownfield Cleanup Grant Program provides grant funding for eligible entities to conduct cleanup activities at brownfield sites to support environmental and economic revitalization; and

WHEREAS, the former Bullock Power Plant at 326 Water Avenue (LOT B - Parcel 3767-331-16-001) was acquired by the City of Montrose on October 11, 2021, and is an eligible property for United States Environmental Protection Agency Brownfield Cleanup Grant Funds; and

WHEREAS, the former Bullock Power Plant operated as a coal-fired power plant from 1952-1982 and then operated on natural gas until its closure in 1984 and has since remained vacant; and

WHEREAS, Phase 1 and Phase II environmental site assessment reports have indicated the property will benefit from cleanup activities prior to redevelopment; and

WHEREAS, the City of Montrose seeks to cleanup the former Bullock Power Plant property to enable redevelopment and expand public access to the Uncompahgre River Corridor.

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

- Section 1: The City Council of the City of Montrose authorizes the filing of the grant application in the amount of \$500,000 with the United States Environmental Protection Agency.
- Section 2: The City of Montrose agrees to provide a matching contribution of up to \$100,000, equal to 20% of the grant request, for the project.
- Section 3: If the grant is awarded, the City Council hereby authorizes the City Manager to execute the grant contract with the United States Environmental Protection Agency and city staff to act on behalf of the grant agreement.
- Section 4: This resolution to be in full force and effect from and after its passage and approval.

ADOPTED this 16th day of November, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

BY: _____
Douglas Glaspell, Mayor

ATTEST

Lisa DelPiccolo, City Clerk

American Rescue Plan Act (ARPA) – Potential Projects (2021-2022)

Mobile Home Parks Public Health & Safety Improvements:

\$375,000 to support replacement of unsafe water and sewer systems for residents of three mobile home parks and to increase access to affordable housing options

Early Childhood Daycare Access Project:

\$475,000 to assist in the creation of approximately 70 new daycare service slots including infant and toddler to support the Montrose workforce, especially unemployed or underemployed women and families

Early Childhood Daycare Access and In-Home Childcare Startup Program:

\$150,000 to assist in the implementation of new early childhood education and daycare programming as a follow-up to community survey and childcare studies by Bright Futures and other related organizations, as well as in the creation and implementation of a new program designed to assist in the startup and/or expansion of in-home childcare businesses throughout Montrose

Montrose Recreation District Satellite Site Location Project:

\$75,000 to assist the Montrose Recreation District in the establishment of a satellite recreation site to serve north end of Montrose neighborhoods

Entry Level Affordable Single-Family Housing Construction Water & Sewer Infrastructure:

\$750,000 Sanitary Sewer Infrastructure Installation at Cimarron Creek Manufactured Home Community...provides quality entry level affordable housing to Montrose residents and plays an important role in granting access to home ownership to all...this project will help to open up an additional 100+ homes

Multi-Family Workforce Rental Housing Construction Water & Sewer Infrastructure:

\$515,000 Sanitary Sewer and Water Infrastructure Installation at Basecamp Apartments...provides 96 units of quality entry-level workforce rental housing units at the southern end of Colorado Outdoors in the (MURA) Montrose Urban Renewal Authority Plan area



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: November 16, 2021
RE: ANX21-0090 Grace Community Church Addition II
ATTACHMENTS:

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

City Council Consideration:

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

Proposed schedule:

September 20:	Council Work Session Overview
October 5:	Council Resolution to set a hearing date
October 27:	Planning Commission zoning hearing
November 16:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
December 7:	2nd reading of annexation and zoning ordinances

Application Background:

The Grace Community Church Addition II is a proposed annexation approximately 3.48 acres in size. The parcel is located east of S. Townsend Avenue, west of Woodgate Road, north of Otter Road, and south of Ogden Road. It is within the City's Urban Growth Boundary, the City of Montrose Water Service Area, and the City of Montrose Sewer Service Area. Annexation of this property will allow for future development and expansion of church services offered to the community. An Annexation Agreement will be required.



Proposed Zoning: “R-3” Medium Density District

Applicant: International Church of the Foursquare Church, DBA Grace Community Church

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. “The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added).”
 - b. Municipal Code, Section 4-4-7(A) Intent: The "R-3" Medium Density District is intended to provide an area which is suitable for single-family homes and duplexes. The district provides for other uses which are compatible with such uses. Places of worship are a use by right in this zoning district.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “R-3” Medium Density District, “R-2” Low Density District, and “R-1A” Large Estate District.
4. The Comprehensive Plan Future Land Use Map designates the area of the Grace Community Church Addition II as Residential Mixed Density Low. This district provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City.
5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but un-platted land, and un-annexed small enclaves.
6. The “R-3” zoning does not appear to be adverse to the public health, safety and welfare.

Staff Recommendation: Staff recommends approval of the annexation and “R-3” Medium District.

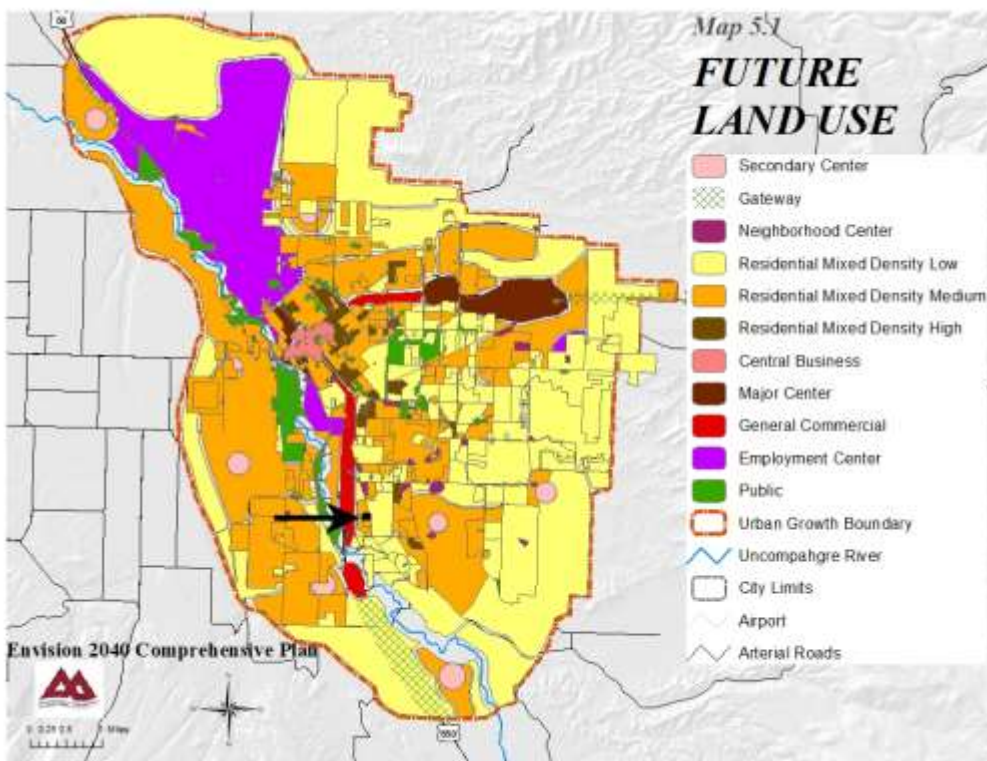
Planning Commission Recommendation: The Planning Commission recommended approval of the initial zoning of "R-3" Medium Density District at the October, 27, 2021 meeting. The vote was unanimous.



EXHIBIT A: Maps
Vicinity Map

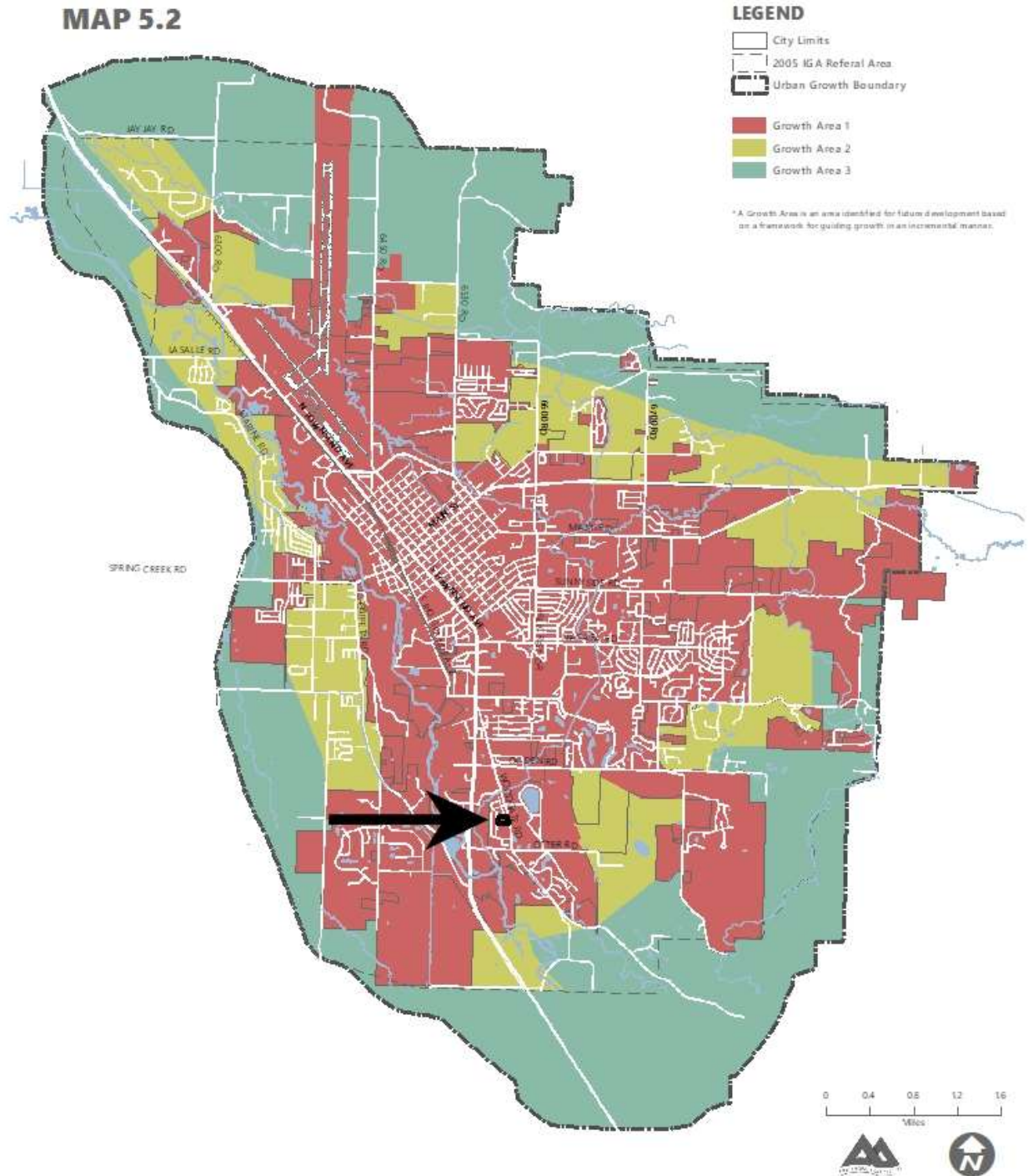


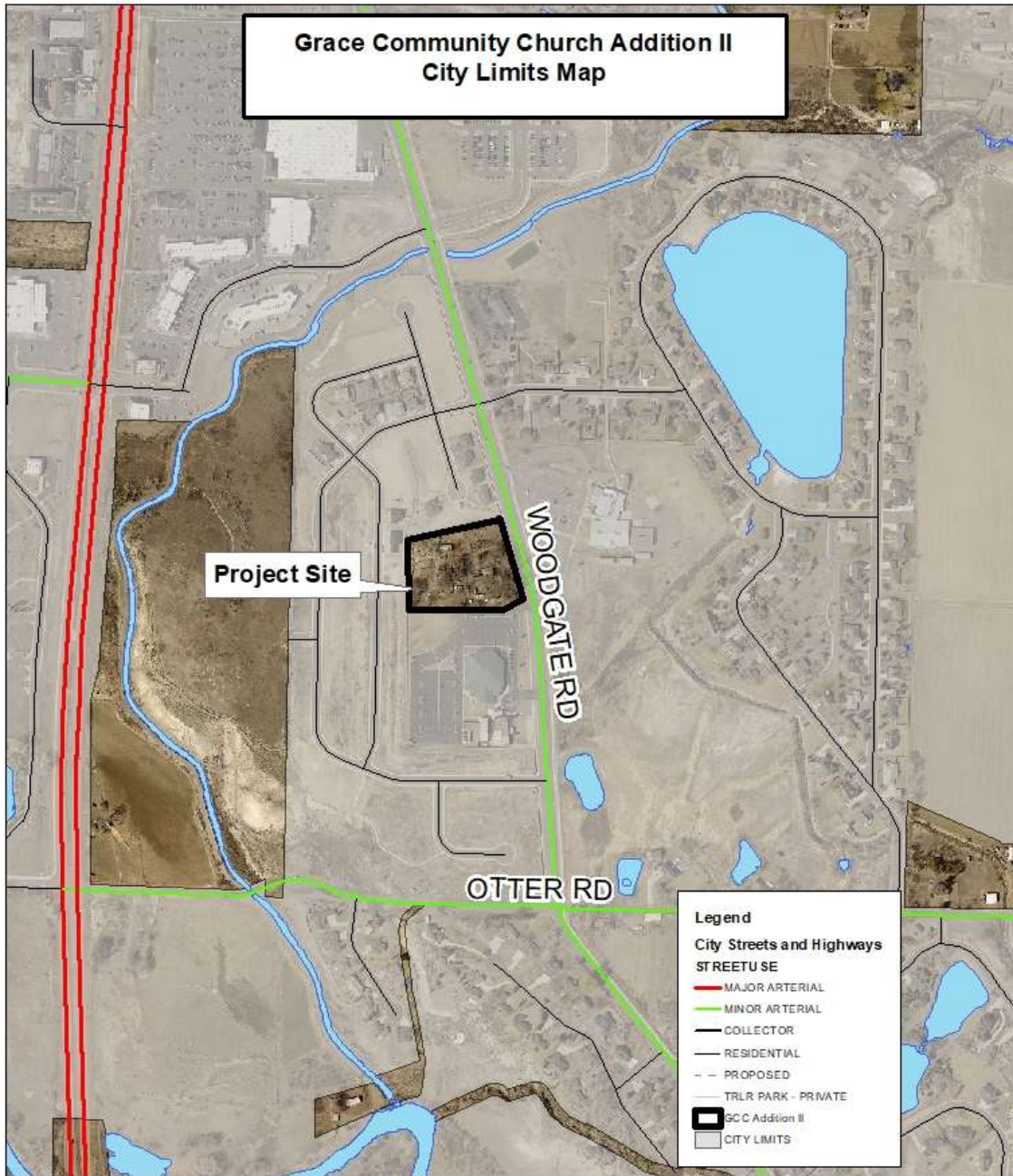
Comprehensive Plan Future Land Use Map



GROWTH AREAS*

MAP 5.2



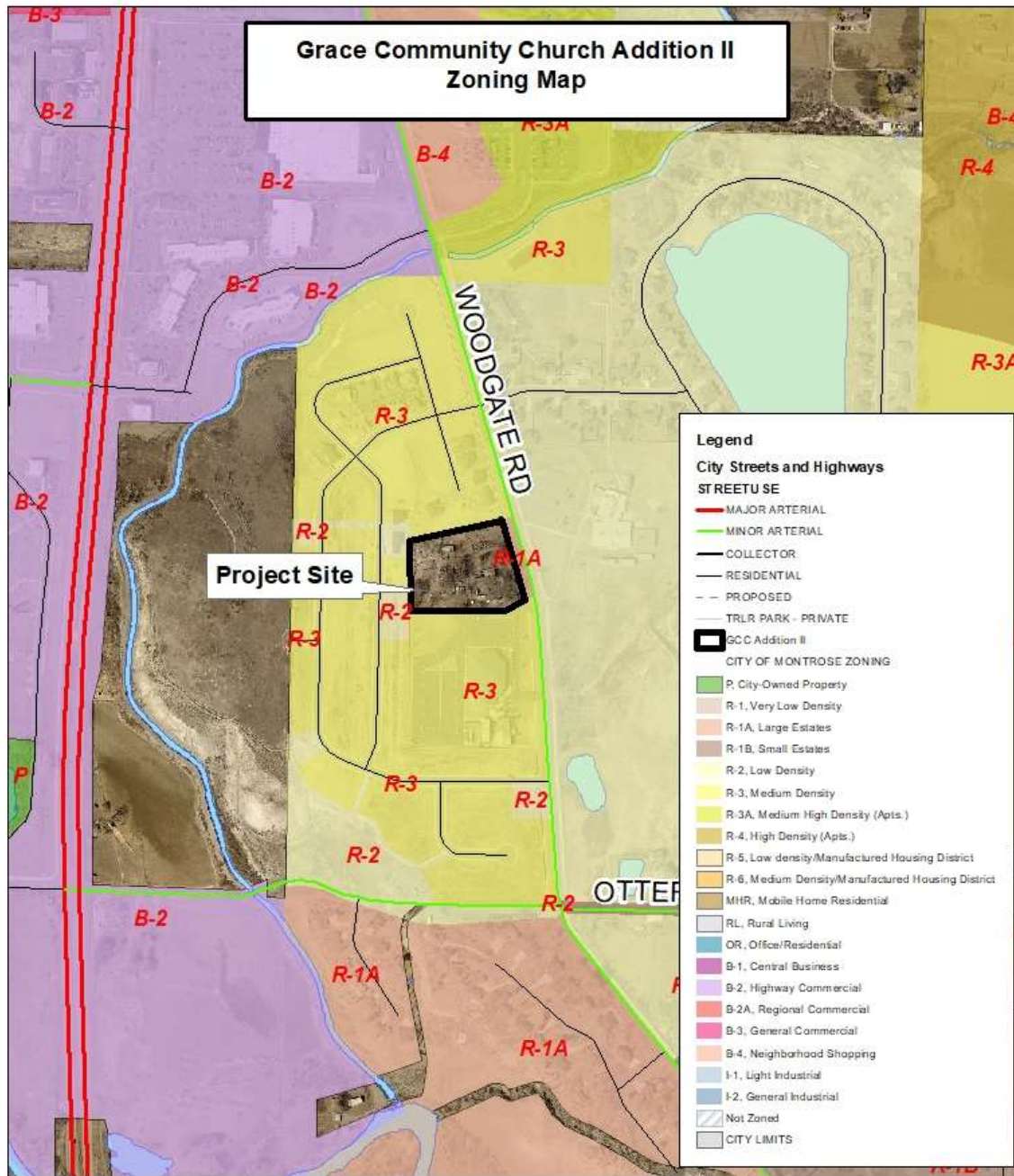


0 0.075 0.15 0.3 0.45 Miles



Map created 09/13/2021





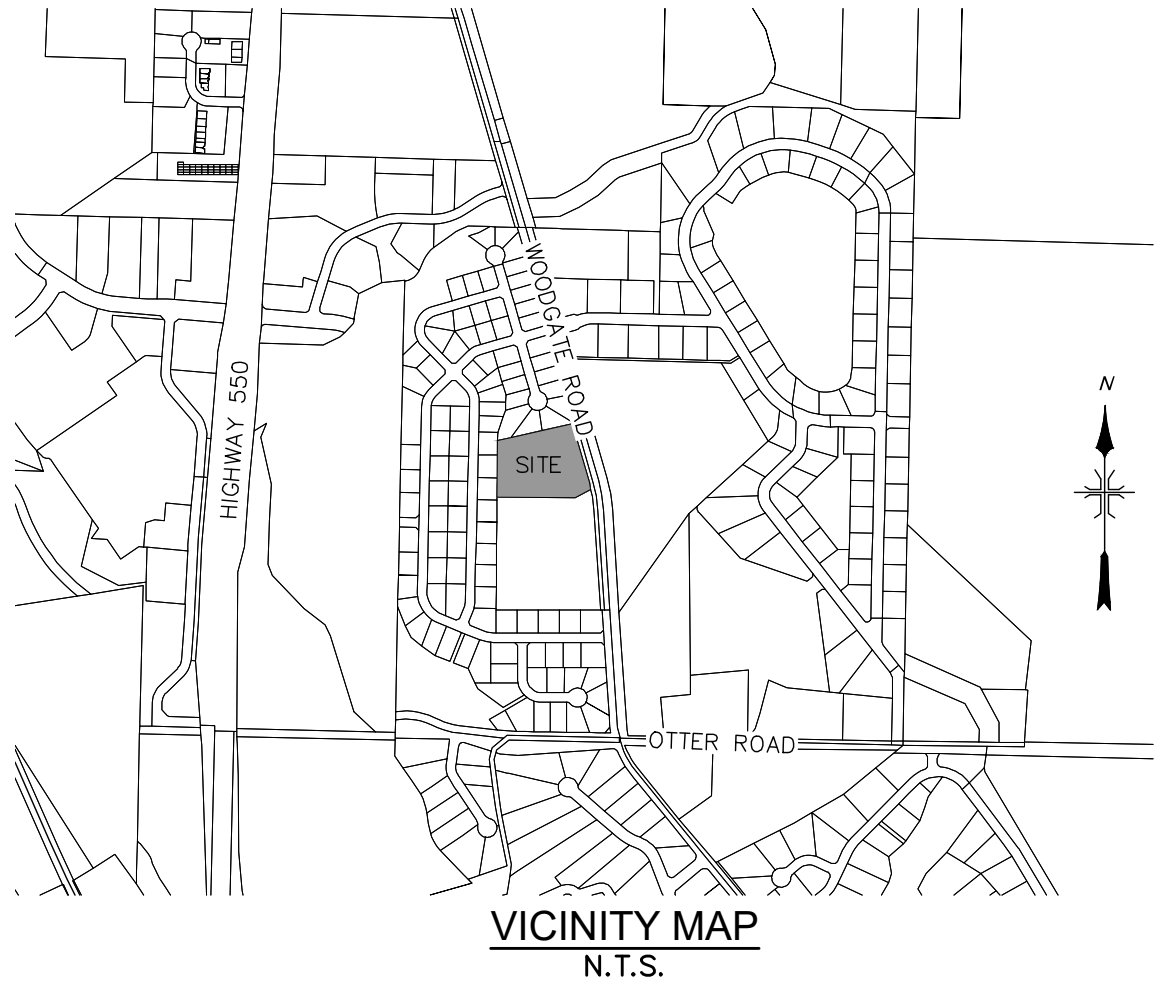
Map created 09/13/2021



GRACE COMMUNITY CHURCH ADDITION II

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN

COUNTY OF MONTROSE, STATE OF COLORADO



LEGEND

- //// CITY LIMITS
- PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 1564.62'

PERIMETER CONTIGUOUS TO CITY LIMITS = 1564.62'

NOTE:

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

ANNEXATION DESCRIPTION

Lot 1 of Growing Grace Replat, according to the plat map recorded May 3, 2004 at Reception No. 719363, County of Montrose, State of Colorado, together with the following portion of Woodgate Road described as being a strip of land situated in Section 4, Township 48 North, Range 9 West, N.M.F.M. and being further described as beginning at the Northeast corner of said Lot 1 of Growing Grace Replat;

Thence N77°31'54"E 10.02 feet to the West edge of Woodgate Addition;

Thence along the West edge of Woodgate Addition the following two courses S15°56'29"E 320.56 feet;

S12°05'21"E 32.47 feet;

Thence S63°01'49"W 10.35 feet to the Southeast corner of said Lot 1;

Thence the following two courses along the East boundary of said Lot 1 N12°05'21"W 34.79 feet;

N15°56'29"W 320.83 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify GRACE COMMUNITY CHURCH ADDITION II Annexation Map was prepared under my direct supervision.

PRELIMINARY

Frederick A. Ballard, P.L.S.
Registration No. 37690

MAYOR'S CERTIFICATE

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

Mayor

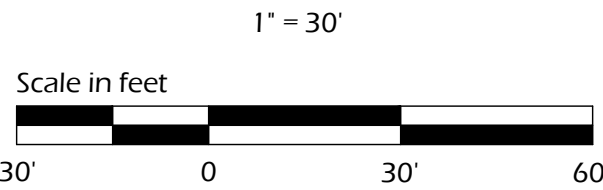
Attest:
City Clerk

CLERK AND RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy



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

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 245-2251 • (970) 245-2242 FAX www.del-mont.com • service@del-mont.com				TITLE: GRACE COMMUNITY CHURCH ADDITION II	
FIELD BOOK:				CLIENT: KEN LENTZ	
DRAWN BY: DCC				ADDRESS & PHONE: 16731 WOODGATE RD MONTROSE, CO 81401 303-917-5309	
DATE: 2021-08-12				TYPE: ANNEX	
SHEET: 1 of 1				JOB NO.: 21087V_ANNEX	
FILE:				JOB NO.: 21087	

EXHIBIT B: Zoning Code Excerpt

Sec. 4-4-7. "R-3" Medium Density District.

(A) *Intent.* The "R-3" Medium Density District is intended to provide an area which is suitable for single-family homes and duplexes. The district provides for other uses which are compatible with such uses.

(B) *Uses by Right.*

- (1) Single-family homes and duplexes.
- (2) Public utility service facilities.
- (3) Government buildings and facilities.
- (4) Parks and recreation facilities owned or operated by a homeowner association.
- (5) Places of worship.
- (6) Accessory uses.

Childcare facilities. A childcare facility shall be considered an accessory use to a residence in all districts, provided no more than eight children under 13 years of age are present on the premises at any one time, including children of the family living in the residence; a childcare facility shall not be considered an accessory use to a residence when a greater number of children is present on the premises at any one time. The facility must comply with all appropriate State Statutes and regulations.

- (7) Short-term rentals.

(C) *Conditional Uses.*

- (1) Childcare facilities. A childcare facility shall be a conditional use in all districts if more than eight but less than 16 children under 13 years of age are present on the premises at any one time, including children of the family living in the residence, in accordance with State Statutes and regulations.
- (2) Skilled nursing and assisted living facilities.
- (3) Multiple-family residences.
- (4) Bed and breakfast operations operated solely by the residents of a lot of at least 6,250 square feet providing no more than two bedrooms for rent in the dwelling unit, and the only meal provided on the premises shall be breakfast to the renters.
- (5) Schools.

(Ord. No. 2472 , § 4-4-7, 5-7-2019)



RESOLUTION NO. 2021-27

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

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the **Grace Community Church Addition II** based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on November 16, 2021.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.
 - C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. 31-12-105.
 - G. The entire width of any streets to be annexed are included within the annexation.
 - H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).
3. The City Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.
6. An Annexation Impact Report is not required.

CONCLUSIONS

1. The area proposed for annexation as the **Grace Community Church Addition II** is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.
2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.
3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

ADOPTED this 16th day of November, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By _____
Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2572

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE **GRACE COMMUNITY CHURCH ADDITION II**.

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

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

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

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

SECTION 1:

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

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 16th day of November, 2021, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 16th day of November, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 7th day of December, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description

Lot 1 of Growing Grace Replat, according to the plat map recorded May 3, 2004 at Reception No. 719363, County of Montrose, State of Colorado, together with the following portion of Woodgate Road described as being a strip of land situated in Section 4, Township 48 North, Range 9 West, N.M.P.M. and being further described as beginning at the Northeast corner of said Lot 1 of Growing Grace Replat;

Thence N77°31'54"E 10.02 feet to the West edge of Woodgate Addition;

Thence along the West edge of Woodgate Addition the following two courses S15°56'29"E 320.56 feet; S12°05'21"E 32.47 feet; Thence S63°01'49"W 10.35 feet to the Southeast corner of said Lot 1; Thence the following two courses along the East boundary of said Lot 1 N12°05'21"W 34.79 feet; N15°56'29"W 320.83 feet to the Point of Beginning.

ORDINANCE NO. 2573

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE **GRACE COMMUNITY CHURCH ADDITION II** AS AN "R-3", MEDIUM DENSITY DISTRICT.

WHEREAS, the **Grace Community Church Addition II** has been recently annexed to the City of Montrose, Colorado; and

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

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

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

The Official Zoning Map is hereby amended to designate the **Grace Community Church Addition II**, according to the Official Annexation Map thereof, as an "R-3", Medium Density District.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 16th day of November, 2021, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 16th day of November, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 7th day of December, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: November 16, 2021
RE: Travel Home Park Permit for Riverbend RV Park

ATTACHMENTS

- Exhibit A: Area Map & Site Plan
 - Exhibit B: Excerpts from City of Montrose Municipal Code
-

City Council Consideration:

The City Council is considering the approval of a Travel Home Park Permit for Riverbend RV Park. City Council will consider all of the information in this memo in making a decision.

Applicant: David Svenson

Application Background:

The purpose of the Applicant's proposal is to improve and expand services and facilities at the existing Riverbend RV Park. This project is located along Chipeta Road just north of Chipeta Lake. Travel Home Park Permits are required for all travel home parks as well as new construction within travel home parks within the City of Montrose as stated in Municipal Code, Section 4-12-7. A Travel Home Park Permit must be approved by the Planning Commission and City Council and meet the criteria in Section 4-12-7 and Section 4-12-8 of the Municipal Code. Issuance of this Travel Home Park Permit will allow the owner to make improvements within the existing Riverbend RV Park as shown on the attached site plan. The original "Use Permit" was approved and recorded on December 21, 2009.

The application for a Travel Home Park Permit as well as the associated Conditional Use Permit and Variance was reviewed by the Planning Commission on October 27, 2021. The Planning Commission approved the Conditional Use Permit and Variance applications (which are not reviewed by City Council) and recommended approval of the Travel Home Park Permit for improvements as shown on the attached site plan and dependent upon the approved Conditional Use Permit and Variance.

The Conditional Use Permit allows for gravel parking within the Outer Zone of the Uncompahgre River Buffer Zone (URBZ). The Variance allows for buildings within the Streamside Zone of the URBZ, as well as gravel roads within the Riverbend RV Park. City Council does not review Conditional Use Permits or Variances, but this information is provided as the Travel Home Park Permit is recommended for approval with the Conditional Use Permit and Variance applied as part of the permit. If Council approves this Travel Home Park Permit, the Conditional Use Permit and Variance will apply to the Travel Home Park Permit.

Summary of Proposed Improvements

- 8 new sites for RVs, cabins or yurts along the river
- West side of property (from north to south): includes additional parking
 - 3 safari tents
 - 8 new sites for cabins or yurts, includes a bath & laundry building
 - 5 new RV sites & 4 new RV or cabin sites

Staff Analysis – Issuance of Travel Home Park Permit

The City Municipal Code, Section 4-12-7 outlines the process for the review of Travel Home Park applications. Section 4-12-8 outlines the travel home park design requirements (Exhibit B). The Planning Commission reviews the site plan and shall approve or disapprove of the application. If disapproved, the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant upon request. If the application is approved, it shall be submitted to the City Council for review and action. The Council may approve the application, or disapprove the application, if it finds that the requirements of these regulations have not been met.

Staff's analysis of the Travel Home Park Permit application and associated site plan (Exhibit A) is that the proposal is consistent with Section 4-12-7 and Section 4-12-8, except for the criteria for which a conditional use permit and variance have been sought and approved by the Planning Commission. Issuance of a Travel Home Park Permit allows the applicant to make additions to the Riverbend RV Park as shown on the attached site plan, which otherwise are not permitted, and thus creates a pathway to improvements within the Riverbend RV Park.

Staff Recommendation:

The staff finds that the criteria have been met and recommends approval of the travel home park permit.

City Council Motion

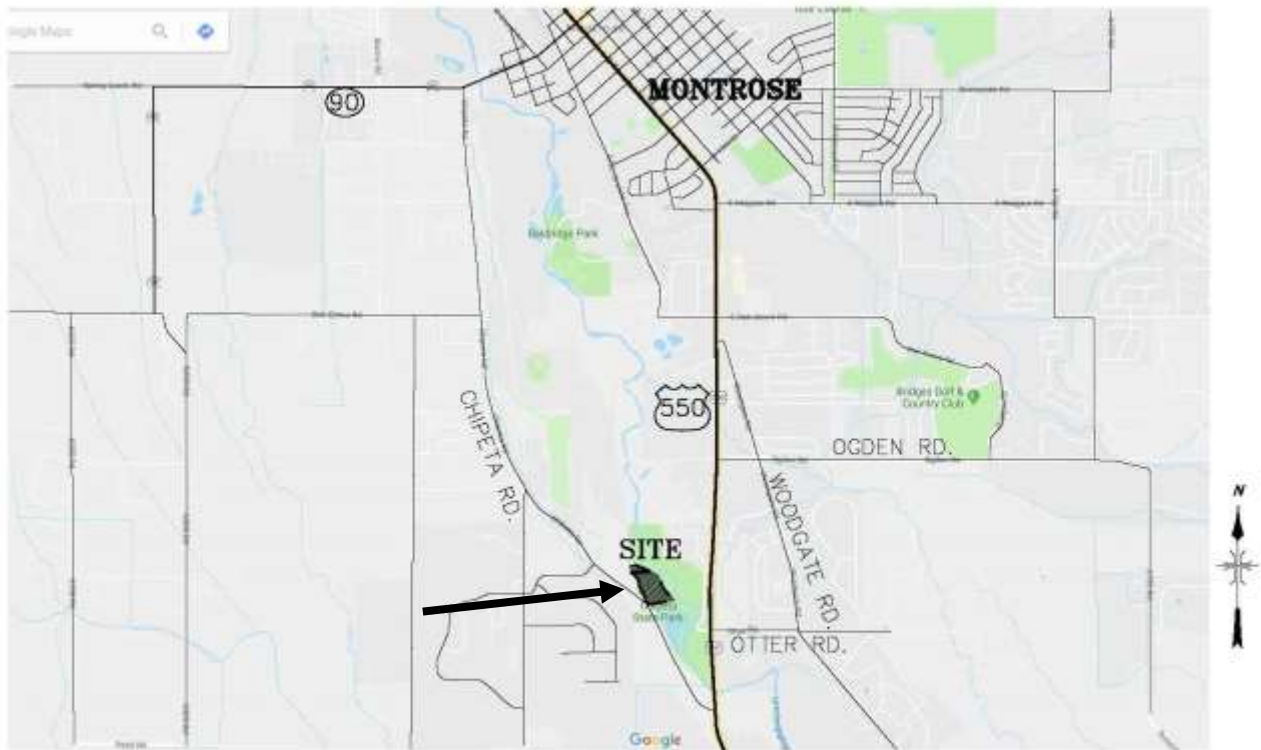
Approval Recommendation

"I hereby make a motion to approve the request to allow a travel home park permit for the requested improvements at Riverbend RV Park as shown on the approved site plan in this staff report. This request is dependent upon the approved conditional use permit and variance. The request meets the Code criteria based on the evidence and testimony presented at this hearing and in the staff report."

Denial Motion Recommendation:

"I hereby make a motion to deny the request. The request does not meet the Code criteria based on the evidence and testimony presented at this hearing and in the staff report."

EXHIBIT A: Maps



LOCATION MAP

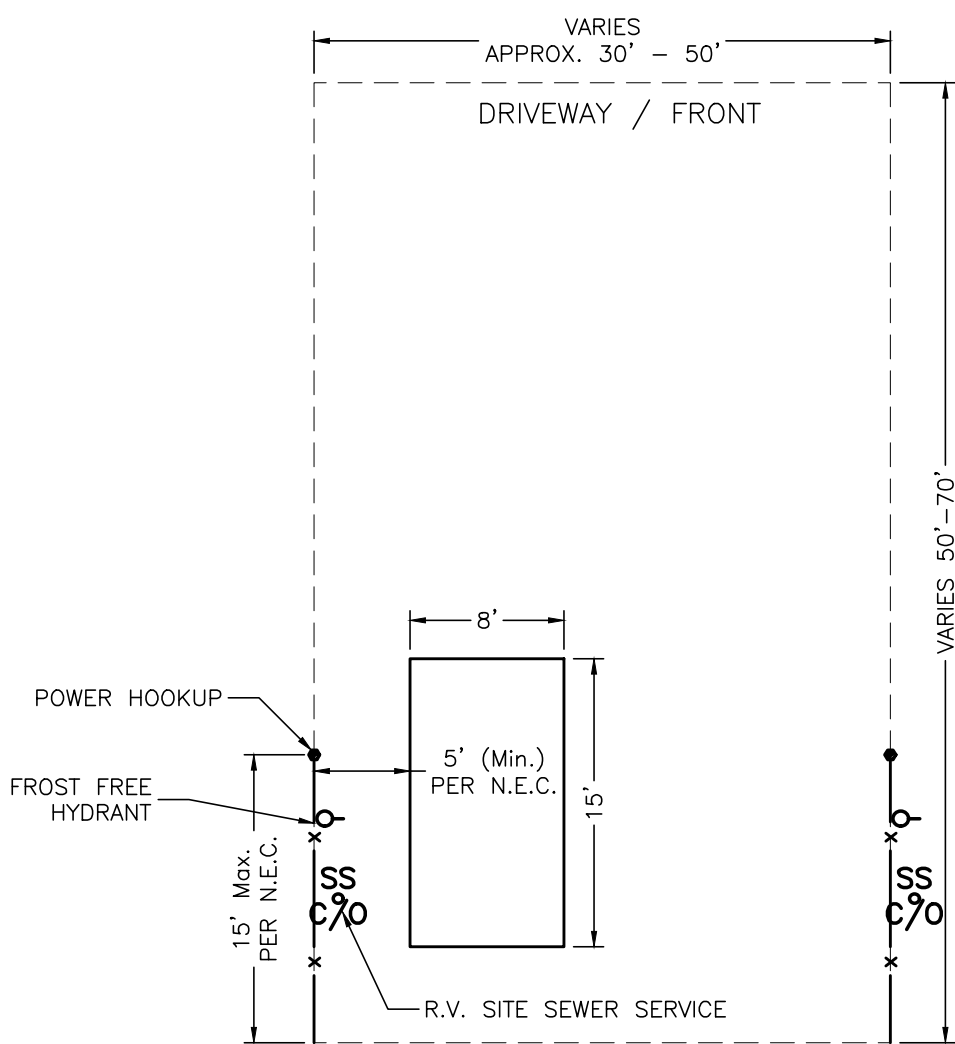
NOT TO SCALE



PRIVATE UTILITY NOTE:
EXISTING ON-SITE PRIVATE UTILITIES ARE SHOWN BASED ON VISIBLE SURFACE FEATURES
AND SUGGESTIONS FROM THE OWNER AS TO THE LOCATION OF THE UNDERGROUND
EQUIPMENT AND MATERIAL. IN LOCATIONS WHERE SUB-SURFACE LINES ARE NOT SHOWN
CONNECTING TO SURFACE FEATURES, THE LOCATION OF THESE FEATURES ARE UNKNOWN.

TYPICAL R.V. SITE LAYOUT

N.T.S.

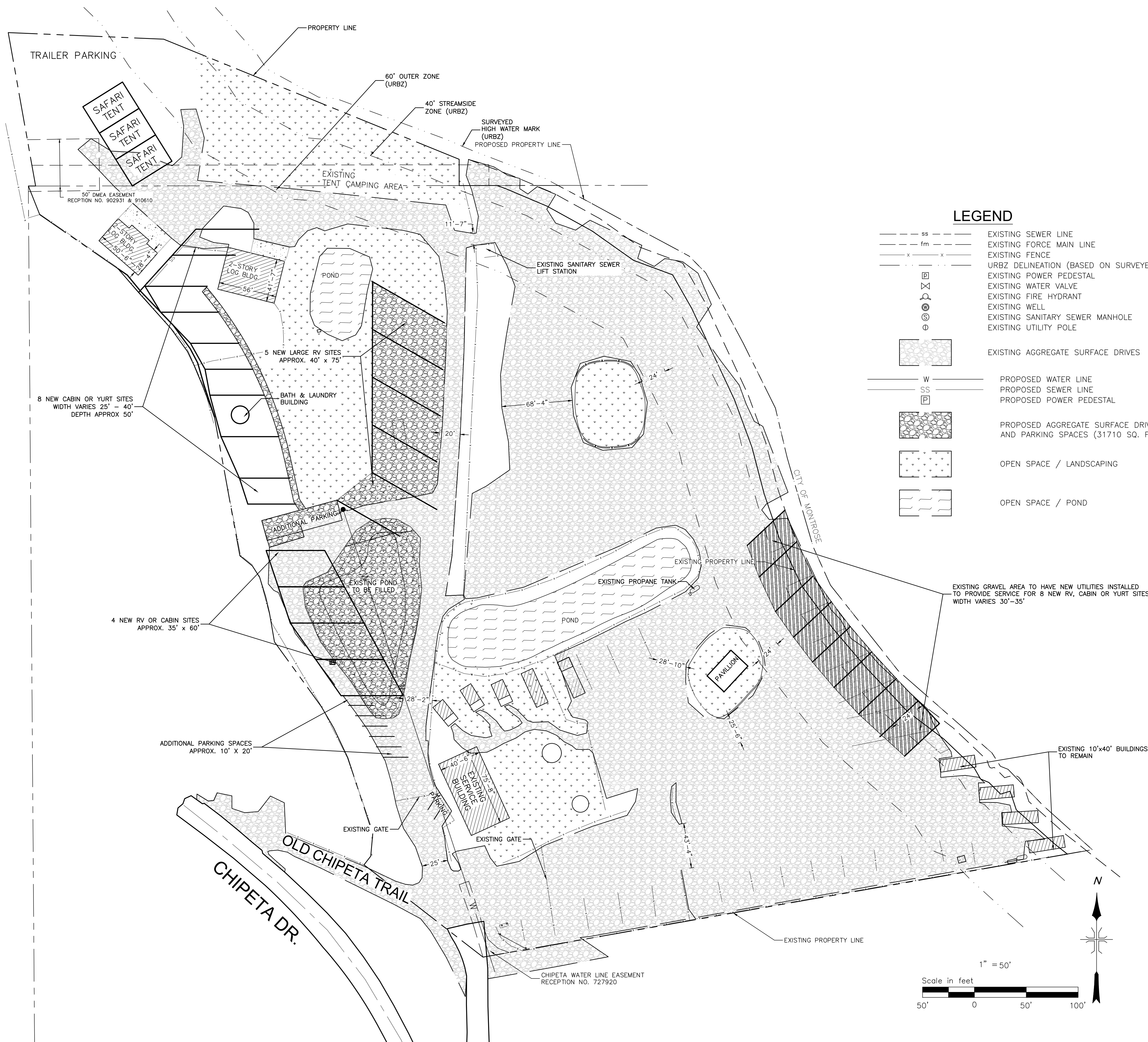
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	DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Columbia Ave. • Wake County, NC 27603 • 919.284.2342 FAX 919.284.2343 • www.dmcnc.com			
	DESIGNED BY:	SCALE:	AS-NOTED	CHECKED BY:
DRAWN BY:	DESIGN:	FILE NAME:	DATE REVISED:	
	MGW	210202_07.DWG	2021-09-28	

DAVID SVENSON
RIVERBEND R.V. PARK
MONTROSE, CO

EXISTING CONDITIONS PLAN

DMC JOB NO.:	21028
SHEET NO.:	2
OF	6
	SHEETS



<u>SPACES:</u>	
EXISTING R.V. SPACES:	59
EXISTING CABIN SPACES:	9
PROPOSED MULTI-USE:	27
TOTAL SPACES:	95

PROJECT SITE AREA / SPACE RATIO CALCULATION:
SITE AREA 9.76 ACRES
EXISTING SITES / ACRE: 7.01 PER ACRE
FUTURE SITES / ACRE: 9.73 PER ACRE

PROJECT SITE INFORMATION:
APPROXIMATELY 9.7 ACRES EXCEPTING THE 0.3± ACRES THAT IS
ENCOMPASSED BY THE 14' WIDTH ALONG THE RIVER.

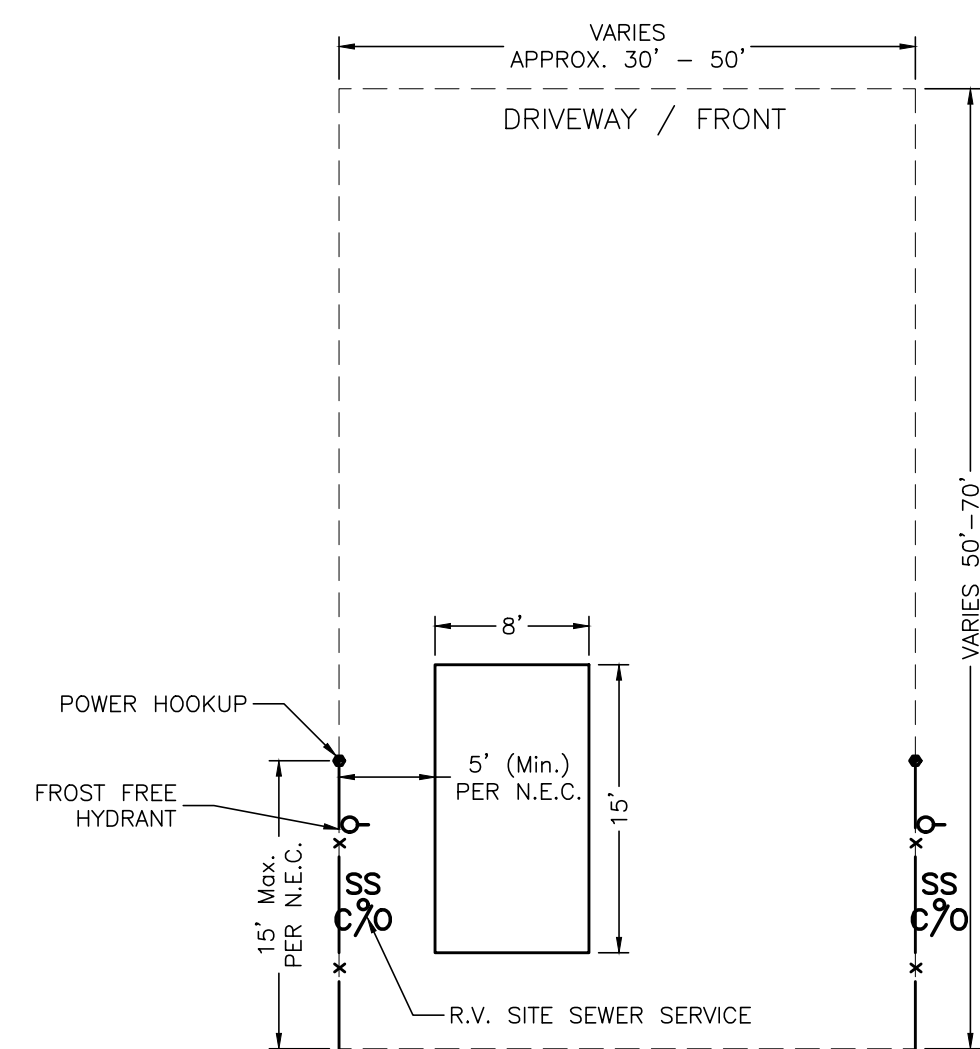
PARKING & ACCESS INFORMATION:
IN ADDITION TO THE PARKING PROVIDED IN THE ABOVE NOTED R.V. SITES, AN ADDITIONAL 21 DESIGNATED PARKING LOCATIONS ARE IDENTIFIED ON THIS SITE PLAN.
ALL NEW 2-WAY DRIVE AISLES ARE TO BE A MINIMUM OF 22' IN WIDTH.
ALL NEW 1-WAY DRIVE AISLES ARE TO BE A MINIMUM OF 15' IN WIDTH.

PARK & PLAYGROUND AREA:
85,090 S.F. OF THE SITE IS SPECIFICALLY PARK/PICNIC AREA COMPRISED OF PONDS, GRASSED AREAS AND NATIVE TREE COVER. THIS IS ROUGHLY 22% OF THE PROJECT SITE.

DIMENSIONAL REQUIREMENTS:
THE MINIMUM DISTANCE BETWEEN TRAVEL HOMES AND/OR ACCESSORY
STRUCTURES SHALL BE 10'.

ZONING:
THE ZONING OF THAT PORTION OF THIS PROPERTY WITHIN THE CITY
LIMITS IS CURRENTLY B-2.

PROPERTY ADDRESS:
SITE ADDRESS IS 65110 OLD CHIPETA TR. MONTROSE, CO.



TYPICAL R.V. SITE LAYOUT
N.T.S.

[illegible]

DESIGNED BY	DESIGN	SCALE	AS-NOTED	CHECKED BY	NB
 DMVC ENGINEERING & SURVEYING 125 Colorado Ave. • Morrison, CO 80401 • (303) 248-2322 FAX www.dmvco.com • info@dmvco.com					
DRAWN BY:	MGW	FULL NAME	DATE ISSUED: 2021-09-28		
		12026C_SRT.DWG			

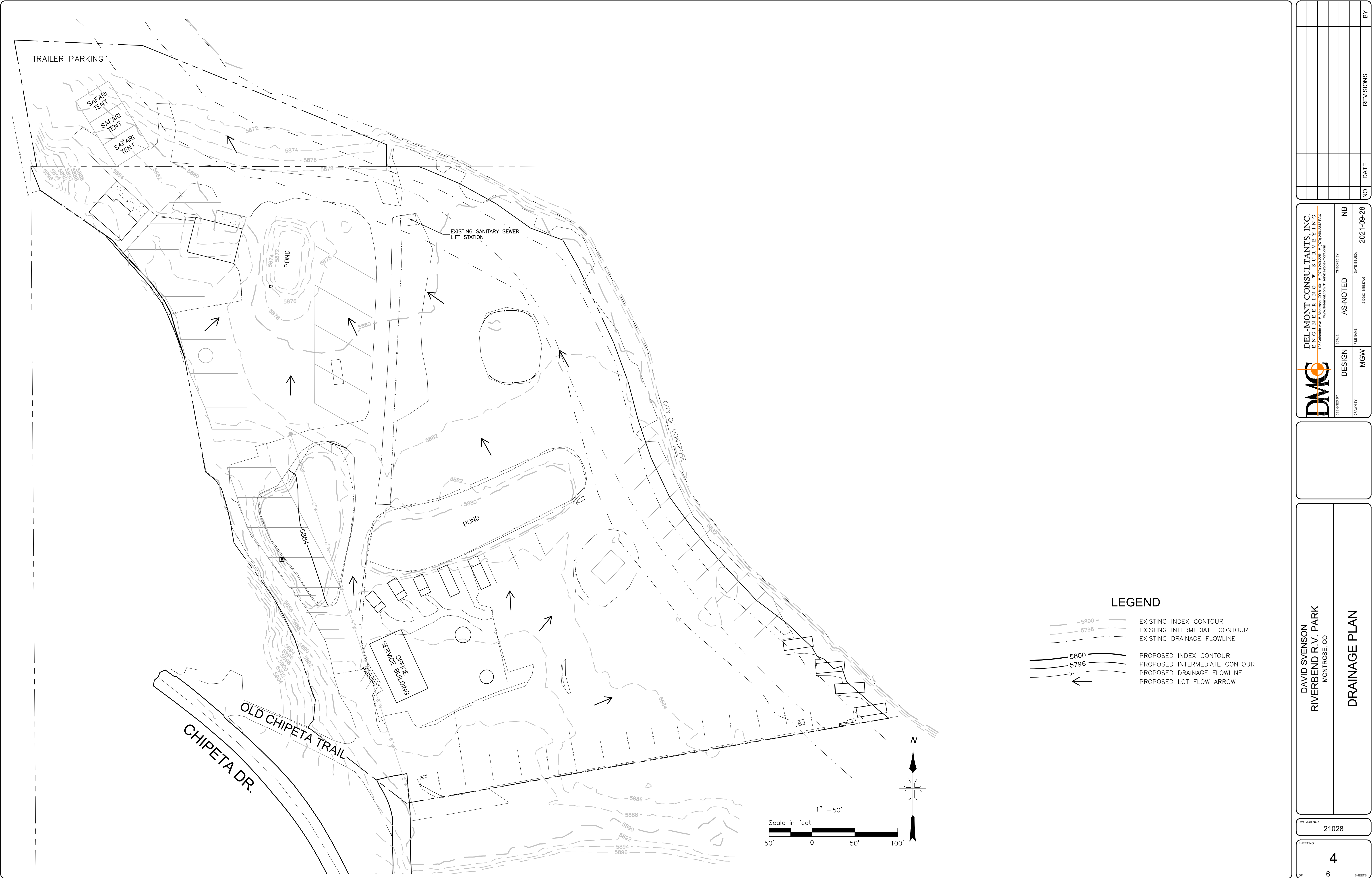
DAVID SVENSON
RIVERBEND R.V. PARK
MONTROSE, CO

RV AND CABIN EXPANSION
SITE EXHIBIT

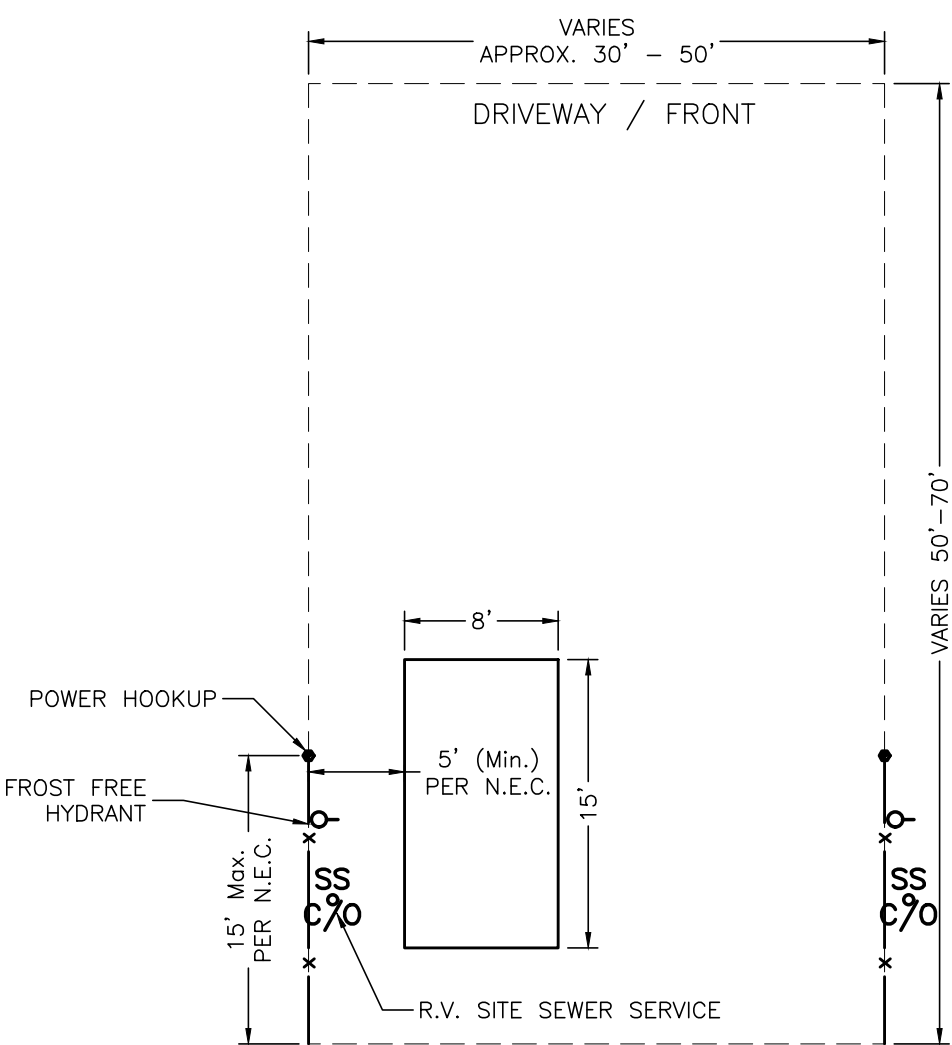
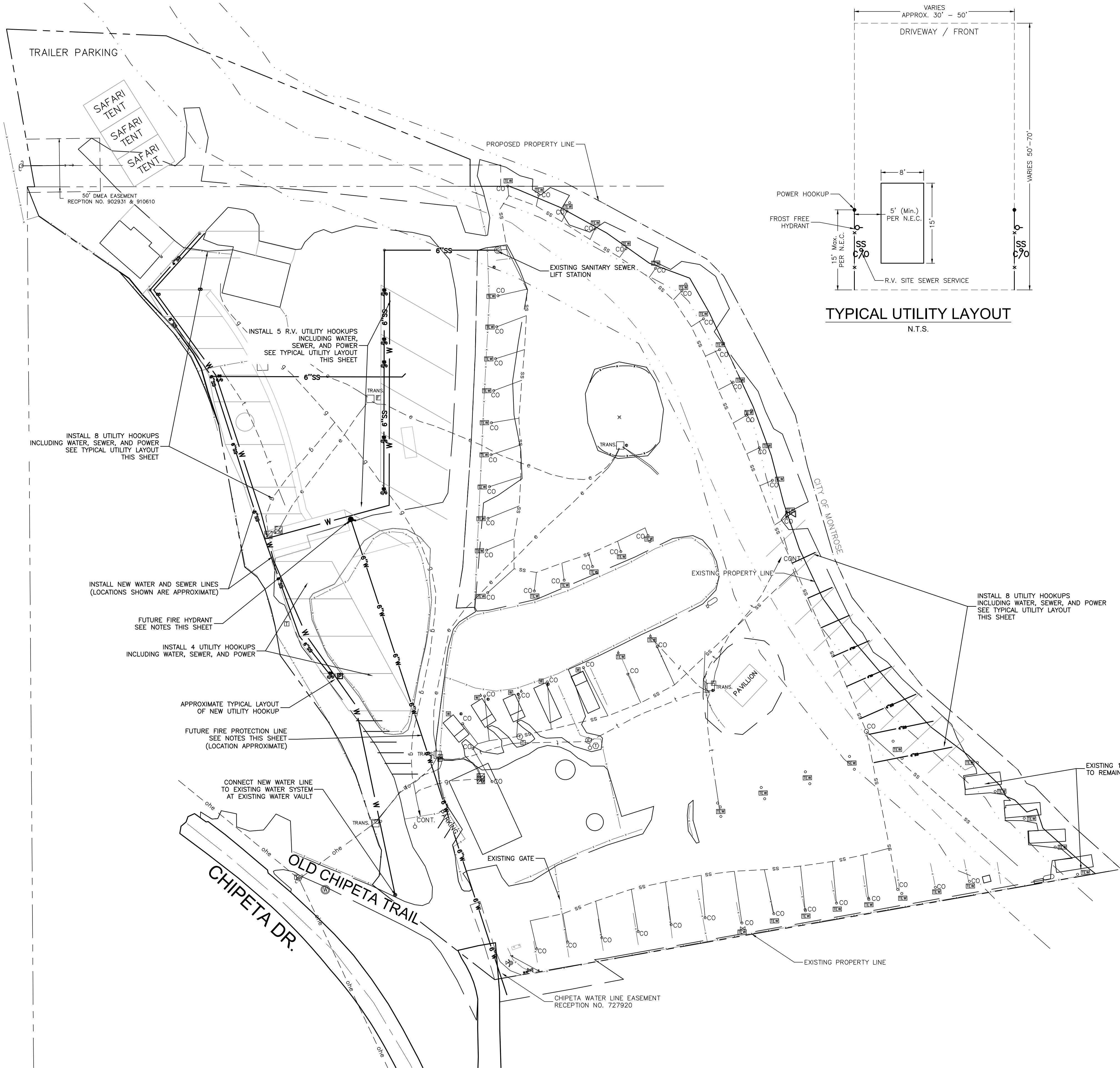
DMC JOB NO.: 21028

SHEET NO. 3
OF 6 SHEETS

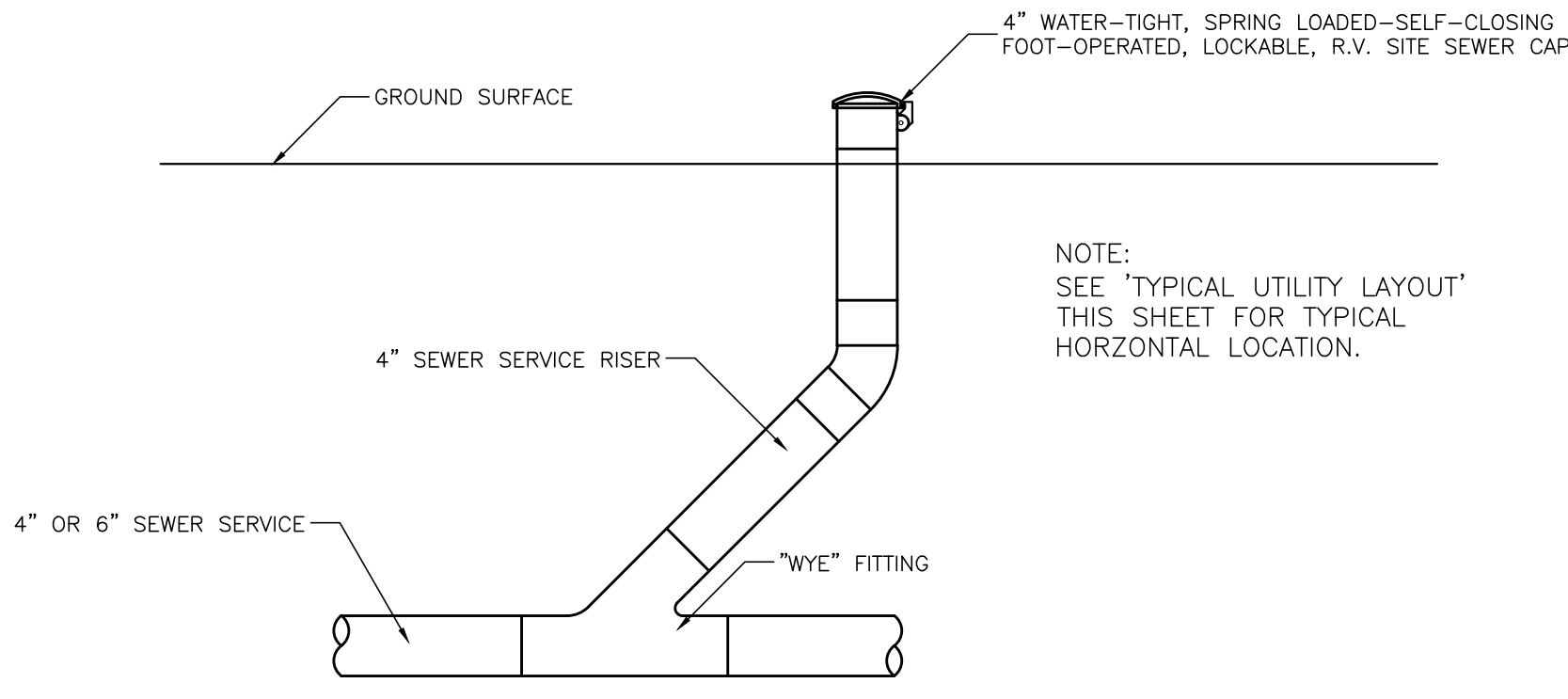
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TYPICAL UTILITY LAYOUT
 N.T.S.

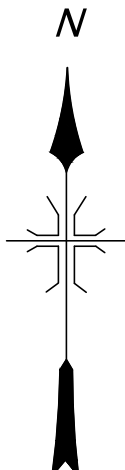
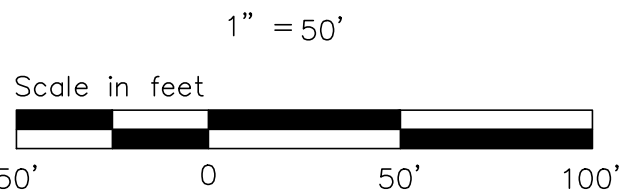


TYPICAL R.V. SITE SEWER SERVICE
 N.T.S.

LEGEND

- | | | | |
|-----|------|-----|---|
| --- | ohe | --- | EXISTING OVERHEAD ELECTRIC |
| --- | e | --- | EXISTING BURIED ELECTRIC |
| --- | t | --- | EXISTING BURIED TELEPHONE |
| --- | g | --- | EXISTING GAS LINE |
| --- | ss | --- | EXISTING SEWER LINE |
| --- | fm | --- | EXISTING FORCE MAIN LINE |
| --- | x | --- | EXISTING FENCE |
| ⊠ | | | EXISTING POWER PEDESTAL |
| ⊠ | | | EXISTING WATER VALVE |
| ⊠ | | | EXISTING FIRE HYDRANT |
| ⊠ | | | EXISTING WATER METER |
| ⊠ | | | EXISTING SANITARY SEWER MANHOLE |
| ⊠ | | | EXISTING UTILITY POLE |
| ⊠ | | | EXISTING CAMPSITE UTILITY SERVICE LOCATIONS |
| ⊠ | | | EXISTING CAMPSITE SEWER CONNECTION/CLEANOUT |
| ⊠ | | | EXISTING CAMPSITE WATER SPIGOT |
| ⊠ | | | EXISTING CAMPSITE FIBER PEDESTAL |
| ⊠ | | | EXISTING CAMPSITE ELECTRICAL PEDESTAL |
| ⊠ | | | EXISTING TELEPHONE PEDESTAL |
| --- | W | --- | PROPOSED 2" WATER LINE |
| --- | 6"SS | --- | PROPOSED 6" SEWER LINE |
| --- | 4"SS | --- | PROPOSED 4" SEWER LINE |
| ⊠ | | | PROPOSED POWER PEDESTAL |

- NOTES:
- ALL PROPOSED UTILITIES ON THIS SITE SHALL BE PRIVATE EXCEPTING THE FUTURE FIRE HYDRANT AND FIRE PROTECTION LINE. INSTALLATION, MAINTENANCE, AND REPAIR OF THE PRIVATE UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER.
 - EXISTING FIRE PROTECTION EQUIPMENT FOR THIS SITE HAS BEEN DETERMINED BY THE MONTROSE FIRE PROTECTION DISTRICT TO BE ADEQUATE TO PROTECT THE SITE IN ITS CURRENT STATE AS OF SEPTEMBER 1, 2021 AS SHOWN ON THE EXISTING CONDITIONS SHEET IN THESE PLANS. IT HAS ALSO BEEN STATED BY THE MONTROSE FIRE PROTECTION DISTRICT THAT AN ADDITIONAL 5 CABIN OR YURT SITES (14 TOTAL) MAY BE CONSTRUCTED PRIOR TO TRIGGERING THE ADDITION OF THE FUTURE FIRE HYDRANT SHOWN IN THESE PLANS.
 - IN COMMENTS DATED MAY 11, 2021 THE MONTROSE FIRE PROTECTION DISTRICT COMMENTED THAT AN ADDITIONAL HYDRANT, WITH A FLOW RATE OF 500GPM TO 1000GPM WOULD BE REQUIRED TO ADEQUATELY PROTECT THE FULL BUILD-OUT OF THE PROPERTY AS INDICATED ON THESE PLANS. THIS FIRE HYDRANT AND APPROXIMATE LOCATION FOR THE 6"PIPE TO IT IS SHOWN AND LABELED IN THESE PLANS AS 'FUTURE FIRE HYDRANT'.
 - AT THE TIME OF CONSTRUCTION, AN EASEMENT SHALL BE REQUIRED TO BE RECORDED OVER THE INSTALLED LOCATION OF THE 6" FIRE PROTECTION LINE
 - EXISTING ON-SITE PRIVATE UTILITIES ARE SHOWN BASED ON VISIBLE SURFACE FEATURES AND SUGGESTIONS FROM THE OWNER AS TO THE LOCATION OF THE UNDERGROUND EQUIPMENT AND MATERIAL. IN LOCATIONS WHERE SUB-SURFACE LINES ARE NOT SHOWN CONNECTING TO SURFACE FEATURES, THE LOCATION OF THESE FEATURES ARE UNKNOWN.



NO	DATE	REVISIONS	BY

DEL-MONT CONSULTANTS, INC.
 ENGINEERING SURVEYING
 122 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX
 WWW.DMCCONSULTANTS.COM • INFO@DMCCONSULTANTS.COM

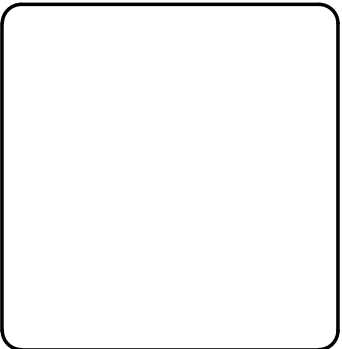
DESIGNED BY: **MGW**

CHECKED BY: **AS-NOTED**

DATE ISSUED: **2021-09-28**

SCALE: **AS-NOTED**

FILE NAME: **21028C_SITE.DWG**



DAVID SVENSON

RIVERBEND R.V. PARK

MONTROSE, CO

UTILITY PLAN

DMC JOB NO.: 21028

SHEET NO.: 5

OF 6 SHEETS



1. EXISTING AREA LIGHTING IS A SINGLE 'FARM YARD LIGHT' EQUIPPED WITH A SINGLE 250 WATT MERCURY VAPOR LAMP.
2. ALL FUTURE EXTERIOR AND OUTDOOR LIGHTING, INCLUDING ILLUMINATED SIGNS, SHALL BE DESIGNED, LOCATED, INSTALLED AND DIRECTED IN SUCH A MANNER AS TO PREVENT LIGHT TRESPASS, UP-LIGHT AND GLARE AT ANY LOCATION ON OR OFF THE PROPERTY. ALL SUCH LIGHTING SHALL BE FULL CUT-OFF FIXTURES WITH THE LIGHT SOURCE FULLY SHIELDED AS SET FORTH IN THE IESNA GUIDELINES ADOPTED PURSUANT TO SECTION 4-4-1, WITH THE EXCEPTIONS SET FORTH IN SECTION 4-13-3 OF THE MUNICIPAL CODE.



DEL-MONT CONSULTANTS, INC.
ENGINEERING • SURVEYING
125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

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(770) 249-2251
ce@del-mont.

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25 Colorado A

DESIGNED BY:  DA

DAVID SVENSON
RIVERBEND R.V. PARK
MONTROSE, CO

LIGHTING PLAN

DMC JOB NO.: 2102

SHEET NO.: 6
OF 6

EXHIBIT B: Excerpts from Municipal Code

Sec. 4-12-7. Travel home park permits.

- (A) It shall be unlawful to commence construction of any travel home park until a travel home park construction permit has been approved by the City Planning Commission and City Council as meeting the criteria and requirements of this Chapter and other applicable City and state regulations.
- (B) Application for a travel home park construction permit shall be made by submitting a site plan of the travel home park, accompanied by any supporting documents, plans or drawings as necessary to show that the design requirements of Section 4-12-8 have been complied with.
- (C) The site plan and all supporting plans must be submitted to the City no later than 30 days before the date at which the Planning Commission is to review the application. Following review of the application, the Planning Commission shall approve or disapprove the application. If disapproved the reasons for disapproval shall be included in the Planning Commission minutes and provided to the applicant upon request. If the application is approved it shall be submitted to the City Council for review and action. The Council may approve the application, or disapprove the application, if it finds that the requirements of these regulations have not been met.
- (D) It shall be unlawful to occupy any travel home within any travel home park prior to the time that an occupancy permit for the travel home park, or applicable portion thereof, has been issued by the City Manager following an inspection to determine if the travel home park, or the applicable portion thereof, has been developed in substantial conformity with the site plan as approved by the City Council.
- (E) An application fee as set forth in Chapter 3-1 of the City of Montrose Regulations Manual shall accompany the application for a travel home park construction permit.

(Code 2012, § 4-12-7; Ord. No. 1999 , 4-15-2004)

Sec. 4-12-8. Travel home park design requirements.

- (A) Size and Location. Travel home parks may be located only where allowed by City Zoning Regulations and shall be a minimum of two acres in area.
- (B) All travel home parks shall, as a minimum, comply with applicable State of Colorado regulations for campgrounds and recreation areas, and the requirements of this Chapter. In the event of any conflict between state regulations and the requirements of this Chapter, or other City ordinances or regulations, those regulations which are more stringent shall apply.
- (C) Dimensional Requirements.
 - (1) All travel homes and any accessory structures shall be at least ten feet from any other travel home and accessory structure.
 - (2) The number of travel homes in the park shall not exceed 25 travel homes per acre.
- (D) Eight percent of the gross area of the travel home park, or 2,500 square feet, whichever is greater, shall be developed and maintained as a park or playground.
- (E) The travel home park developer shall provide the following improvements:
 - (1) A water system, including fire hydrants and fire mains.
 - (2) A sanitary sewer system.
 - (3) Paved streets with a minimum width as follows:
 - (a) One-way/no parking: 11 feet;
 - (b) One-way/parking on one side: 18 feet;
 - (c) Two-way/no parking: 24 feet;
 - (d) Two-way/parking on one side: 27 feet; and
 - (e) Two-way/parking on both sides: 34 feet.

- (4) A storm drainage system.
- (5) Street signs and security lights.
- (6) A service building meeting the requirements of applicable state and City regulations.
- (F) Plans for all improvements shall be submitted with the site plan and shall be approved by the City Manager and the City Engineer prior to the approval of any permit by the City Council. All required improvements shall comply with standard City design and construction standards and specifications.
- (G) Easements. The City may require reasonable utility easements to be dedicated to the public for the purpose of public and City utilities. The City may require the over-sizing of water and sewer lines in which event the City shall pay the cost for over-sizing.

(Code 2012, § 4-12-8)

**TRAVEL HOME PARK PERMIT
DECLARATION OF COVENANTS AND CONSTRUCTION PERMIT**

THIS AGREEMENT is entered into **RIVERBEND RV LLC**, a Colorado limited liability company, whose address is 4551 County Road 24, Ridgway, Colorado 81432 and the **CITY OF MONTROSE**, a Colorado home-rule municipal corporation, with a principal address of 433 South First Street, P.O. Box 790, Montrose, Colorado 81402-0790 (“City”) pursuant to the Travel Home Park Regulations of the City; (the foregoing entity and individual(s) may sometimes be referred to collectively as the “Parties”, or individually and generically as a “Party”).

WITNESSETH:

WHEREAS, the City has approved a Site Development Plan for the property described in Paragraph 1, below, on the condition, as required by City ordinances, that the Declarant execute this Travel Home Park Permit containing the declaration of covenants set forth below; and

WHEREAS, in consideration of said Site Development Plan, the Declarant agrees and declares as follows:

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

Lot 1 of the Riverbend Amended Plat according to the Plat recorded November 4, 2021 at Reception No. 943253 at the Montrose County Clerk and Recorder’s Office, County of Montrose, State of Colorado

2. Declarant shall properly complete the construction and installation of, and maintain in good condition thereafter, all improvements and landscaping (hereinafter referred to as “improvements”) related to the property described above per the Site Development Plan approved by the City, which Plan is attached hereto as **Exhibit A**, in accordance with applicable City standards, specifications, regulations, ordinances and good engineering practices.
3. In addition to any other remedies provided by law, if Declarant fails to comply with the terms for construction and proper maintenance of improvements as described herein, the City may cause the construction and/or maintenance of the improvements described above to be done, assess the costs thereof to the property described above and collect such costs by certification to the County Treasurer to be collected similarly as taxes. The City shall have the right to enter upon the property for such purpose.
4. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the real property described in Paragraph 1, above, and shall be binding and accrue to the Declarant, and Declarant's successors and assigns, and any person or entity acquiring and holding an interest in said property, their grantees,

5. 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.

Page 87 of 179

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

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

(SEAL)

Notary

NOTES AND SPECIFICATIONS

GENERAL

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MONTROSE STANDARDS AND SPECIFICATIONS, AVAILABLE FROM PUBLIC WORKS DEPARTMENT, (970) 240-1480 EXCEPT AS OTHERWISE NOTED. IF THE CONTRACTOR IDENTIFIES A CONFLICT BETWEEN PROJECT SPECIFICATIONS, GENERALLY THE HIGHEST STANDARD SHALL CONTROL. CONTACT ENGINEER IF UNCERTAIN.

THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE ONLY. SOME UTILITIES MAY NOT BE SHOWN. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONTACT UNCC (811) AND UTILITY OWNERS TO DETERMINE EXACT LOCATIONS.

THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES FOR CONNECTION AND SERVICE EXTENSION DETAILS. WORK GENERALLY INCLUDES:

- DMEA ELECTRICAL POWER TRENCHING & BEDDING BY CONTRACTOR, WITH CONDUIT PROVIDED BY UTILITY CO.
- CENTURYLINK TELEPHONE AND CHARTER CABLE TV TRENCHING & BEDDING BY CONTRACTOR WITH 2-3" PVC CONDUIT PROVIDED BY CONTRACTOR.
- BLACK HILLS ENERGY TRENCHING & BEDDING BY CONTRACTOR WITH GAS PIPING PROVIDED BY UTILITY CO.

IN THE EVENT OF PHYSICAL CONFLICT, THE LOCATION OF SANITARY SEWER AND WATER SYSTEMS IN THESE PLANS SHALL TAKE PRECEDENCE OVER OTHER UTILITIES AND SHALL NOT BE RELOCATED WITHOUT APPROVAL OF THE ENGINEER.

THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR JOBSITE SAFETY AND SHALL PERFORM ALL WORK IN FULL COMPLIANCE WITH FEDERAL, STATE AND LOCAL SAFETY REGULATIONS.

SUBGRADE PREPARATION

REMOVE ALL DEBRIS AND ORGANIC MATERIAL FROM WORK AREAS AND REPLACE AS A WELL-COMPACTED STRUCTURAL FILL. THE RESULTING SUBGRADE BELOW STRUCTURAL FILL OR ANY SUBGRADE IN AREAS OF PLANNED GENERAL SITE FILL SHOULD BE SCARIFIED 10 INCHES, MOISTURE CONDITIONED TO WITHIN 2% OF OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95% OF STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY. STRUCTURAL FILL SHOULD BE PLACED IN 10 INCH MAXIMUM LOOSE LIFTS, MOISTURE CONDITIONED TO WITHIN 2% OF OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY. THIS COMPACTED REQUIREMENT SHALL BE MAINTAINED THROUGHOUT THE STRUCTURAL FILL. STRUCTURAL FILL SHALL BE NO MORE CLASS A OR COTY LESS THAN SUBGRADE. SUBGRADE MATERIAL OR OTHER MATERIAL AS APPROVED BY ENGINEER, ON SITE SOILS, DEVOID OF ORGANICS, DEBRIS AND OTHER DELTERIOUS MATERIALS ARE SUITABLE FOR REUSE AS STRUCTURAL FILL IN LANDSCAPED AREAS ONLY. SUBBASE & SUBGRADE IN PAVED AREAS SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE CIVIL OR SOILS ENGINEER.

BASE COURSE

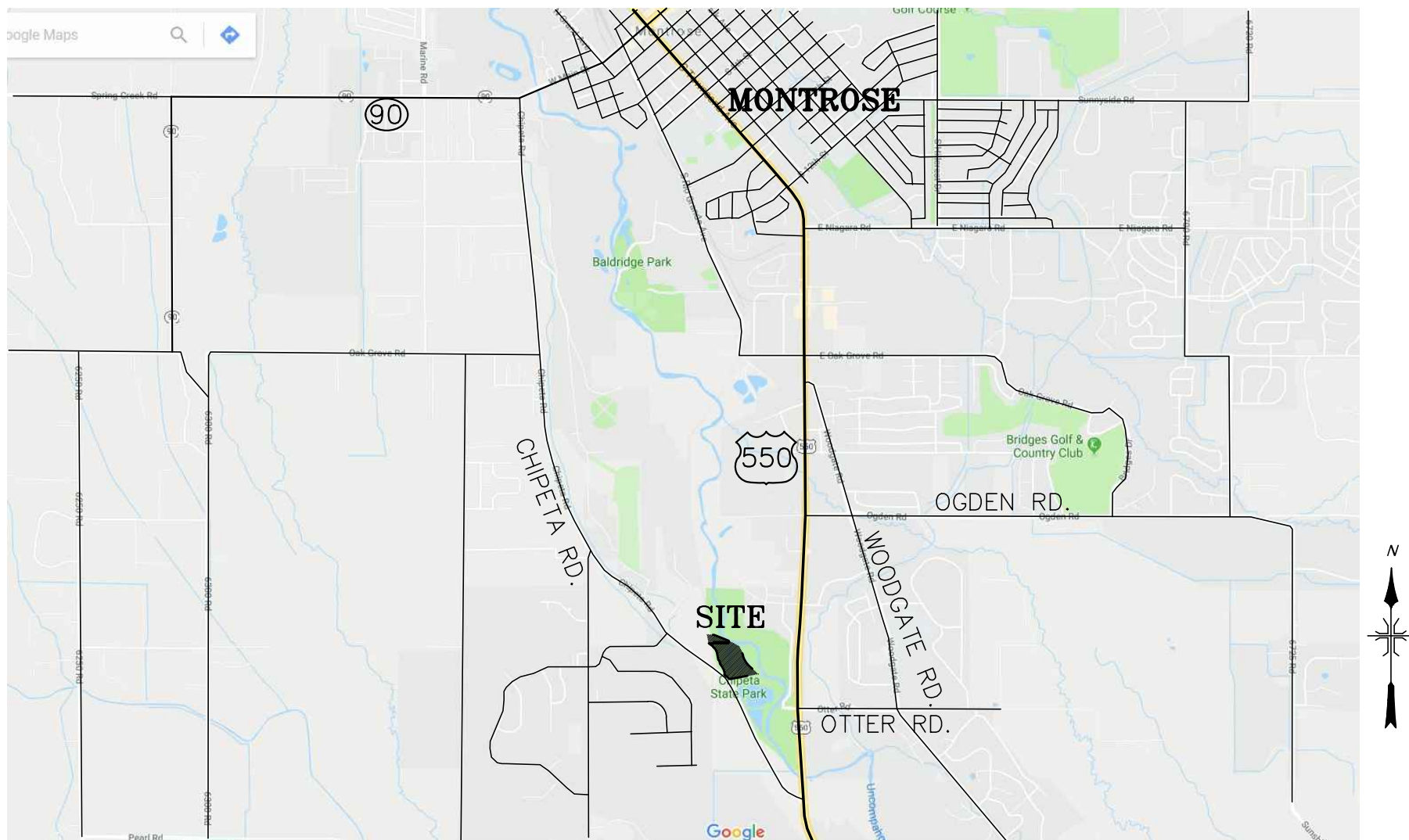
PLACE UNIFORMLY GRADED CDOT CLASS 2 & CLASS 6 ROAD BASE. MOISTURE CONDITION TO WITHIN 2% OF OPTIMUM MOISTURE AND COMPACT TO 95% MODIFIED PROCTOR DENSITY.

FINISHED CLASS 6 ROAD BASE SHALL BE PROOF ROLLED IN THE PRESENCE OF THE CIVIL OR SOILS ENGINEER AND CITY REPRESENTATIVE.

A MINIMUM THICKNESS OF 4" CLASS 6 BASE COURSE AGGREGATE IS REQUIRED UNDER ALL SIDEWALKS AND OTHER CONCRETE FLATWORK.

DRY UTILITIES:

DRY UTILITIES (ELECTRICITY, TELEPHONE, GAS, CABLE TV) SHOWN HEREON ARE APPROXIMATE. DESIGN SHALL BE BY THE PURVEYORS, AND INSTALLATION PAID FOR BY OWNER. CONTRACTOR SHALL PROVIDE REQUIRED TRENCHING & BEDDING, AND SHALL PROVIDE 3" PVC CONDUIT FOR THE TELEPHONE & 3" PVC CONDUIT FOR THE CABLE TV SERVICE. COORDINATE WITH OWNER AND UTILITY COMPANIES FOR THE SPECIFICATIONS TIMING, AND INSTALLATION OF UTILITIES.



LOCATION MAP

NOT TO SCALE

DRAWING INDEX

SHT. No.	SHEET NAME
1	COVER SHEET
2	EXISTING CONDITIONS PLAN
3	RV AND CABIN EXPANSION SITE EXHIBIT
4	DRAINAGE PLAN
5	UTILITY PLAN
6	LIGHTING PLAN

VERTICAL DATUM: NAVD 88



Know what's below.
Call before you dig.

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DESIGNED BY	SCALE	AS-NOTED	CHECKED BY
DRAWN BY:	DESIGN	F.I.L. NAME	DATE ISSUED:
	MGW		10/26/2018 - JFE/DMG
		NB	2021-09-28

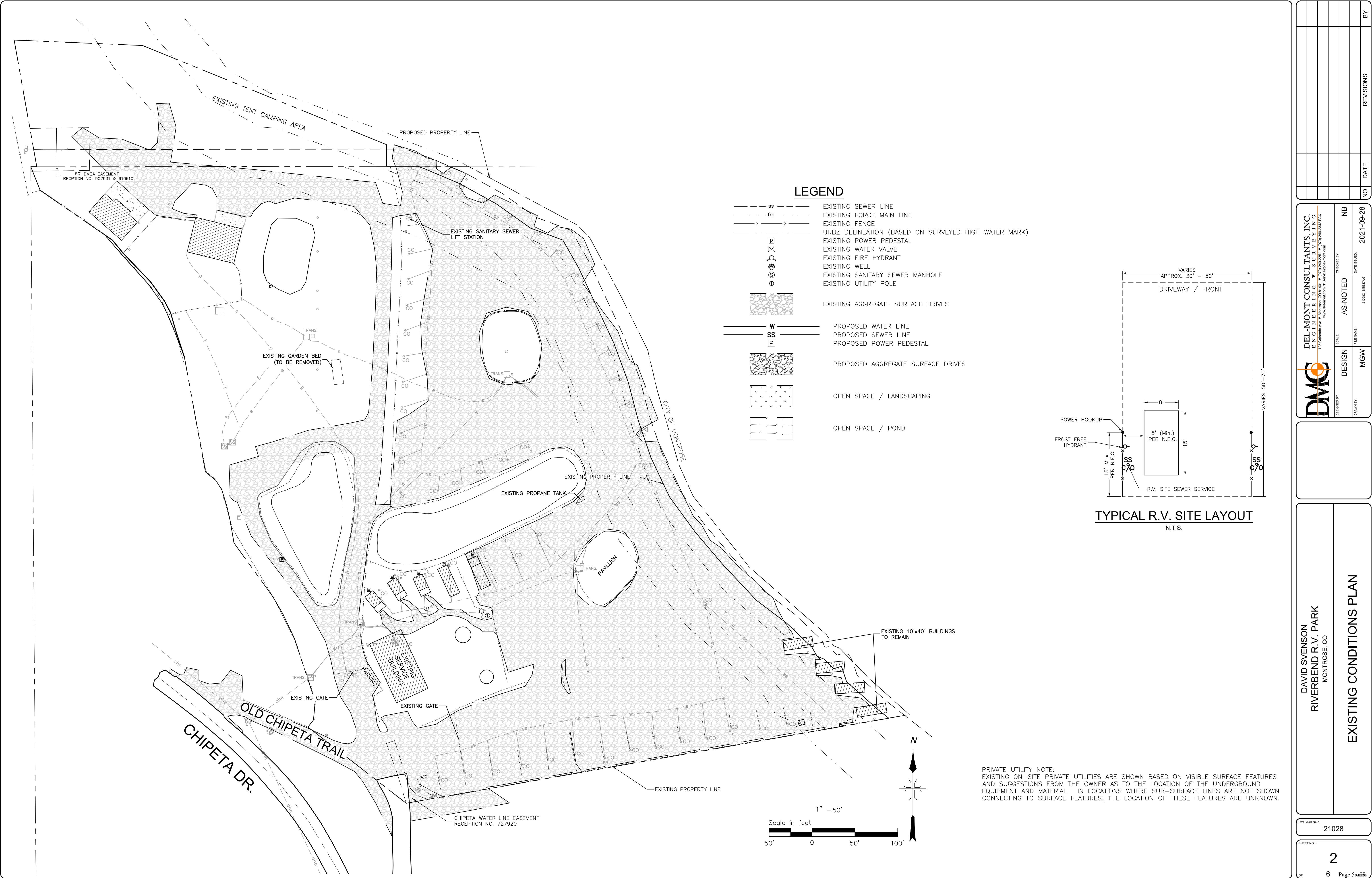
DAVID SVENSON
RIVERBEND R.V. PARK
MONTROSE, CO

COVER SHEET

DMC JOB NO.: 21028

SHEET NO.:
1
OF 6 Page 4 of 9

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PRIVATE UTILITY NOTE:
 EXISTING ON-SITE PRIVATE UTILITIES ARE SHOWN BASED ON VISIBLE SURFACE FEATURES AND SUGGESTIONS FROM THE OWNER AS TO THE LOCATION OF THE UNDERGROUND EQUIPMENT AND MATERIAL. IN LOCATIONS WHERE SUB-SURFACE LINES ARE NOT SHOWN CONNECTING TO SURFACE FEATURES, THE LOCATION OF THESE FEATURES ARE UNKNOWN.

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DAVID SVENSON
 RIVERBEND R.V. PARK
 MONTROSE, CO

EXISTING CONDITIONS PLAN

DMC JOB NO.: 21028

SHEET NO.: 2

OF 6 Page 5 of 6

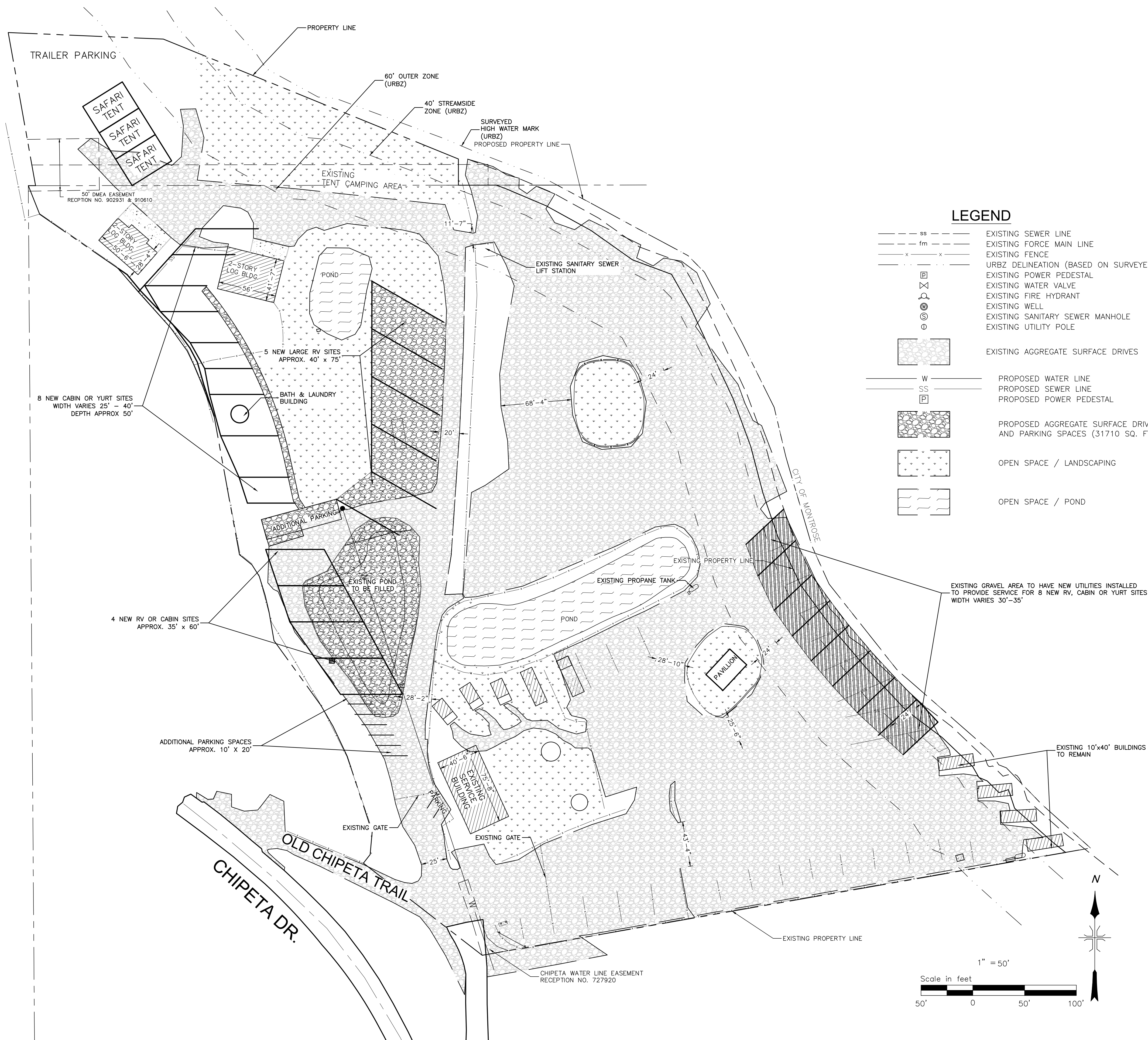


Diagram illustrating a typical R.V. site layout. The layout shows a rectangular area representing the R.V. site, with dimensions and connections indicated.

Key dimensions and features:

- Top Dimension:** VARIES APPROX. 30' - 50' (DRIVEWAY / FRONT)
- Right Dimension:** VARIES 50' - 70'
- Internal Dimensions:**
 - Width: 8'
 - Height: 15'
- Internal Clearance:** 5' (Min.) PER N.E.C.
- Left Side Features:**
 - 15' Max. PER N.E.C. (vertical dimension)
 - SS C% (Sanitary Sewer Connection)
 - R.V. SITE SEWER SERVICE (connection point)
- Right Side Features:**

 - SS C% (Sanitary Sewer Connection)

TYPICAL R.V. SITE LAYOUT

N.T.S.

<u>SPACES:</u>	
EXISTING R.V. SPACES:	59
EXISTING CABIN SPACES:	9
PROPOSED MULTI-USE:	27
TOTAL SPACES:	95

PROJECT SITE AREA / SPACE RATIO CALCULATION:
 SITE AREA 9.76 ACRES
 EXISTING SITES / ACRE: 7.01 PER ACRE
 FUTURE SITES / ACRE: 9.73 PER ACRE

PROJECT SITE INFORMATION:
APPROXIMATELY 9.7 ACRES EXCEPTING THE 0.3± ACRES THAT IS
ENCOMPASSED BY THE 14' WIDTH ALONG THE RIVER.

PARKING & ACCESS INFORMATION:
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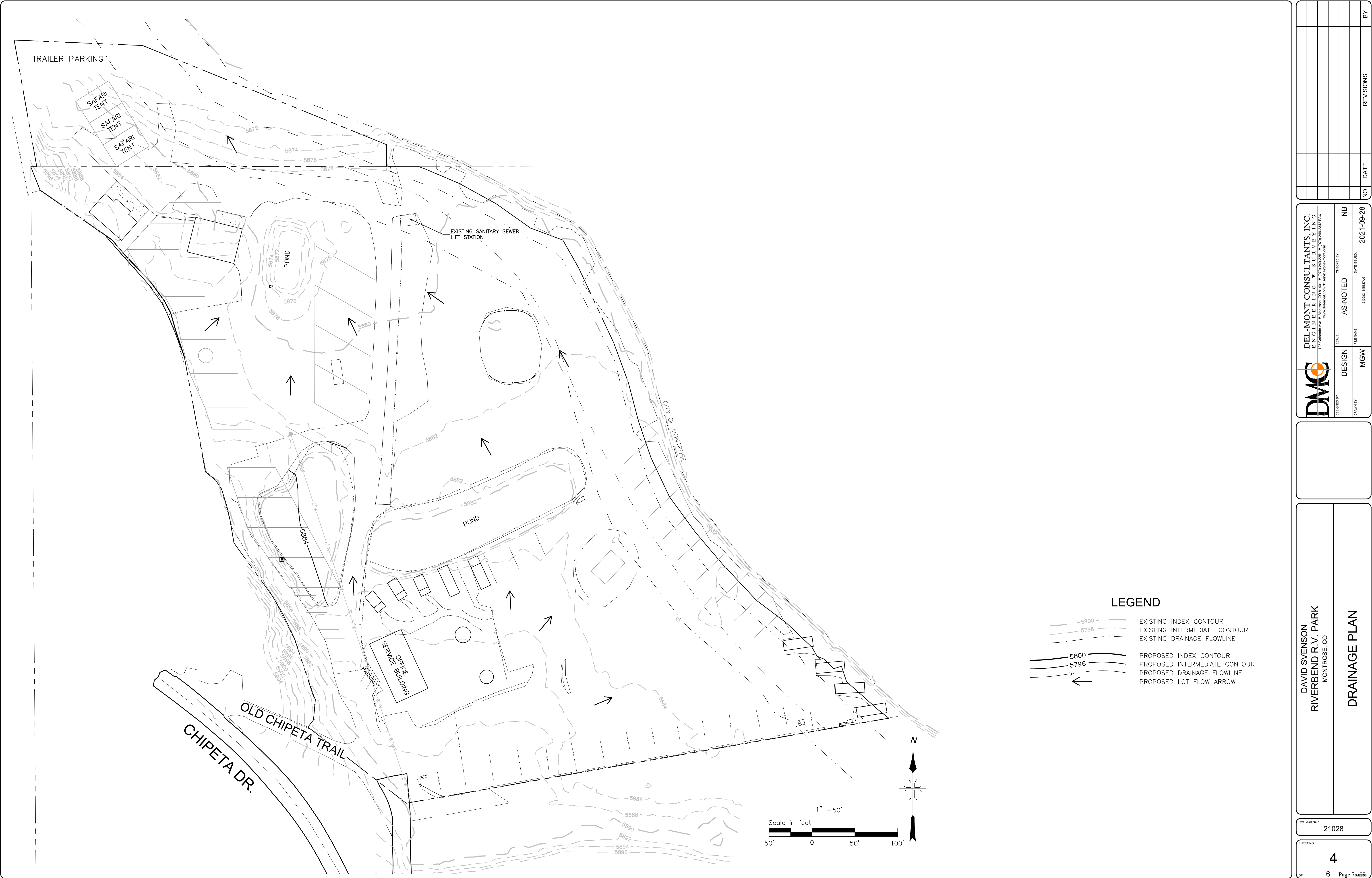
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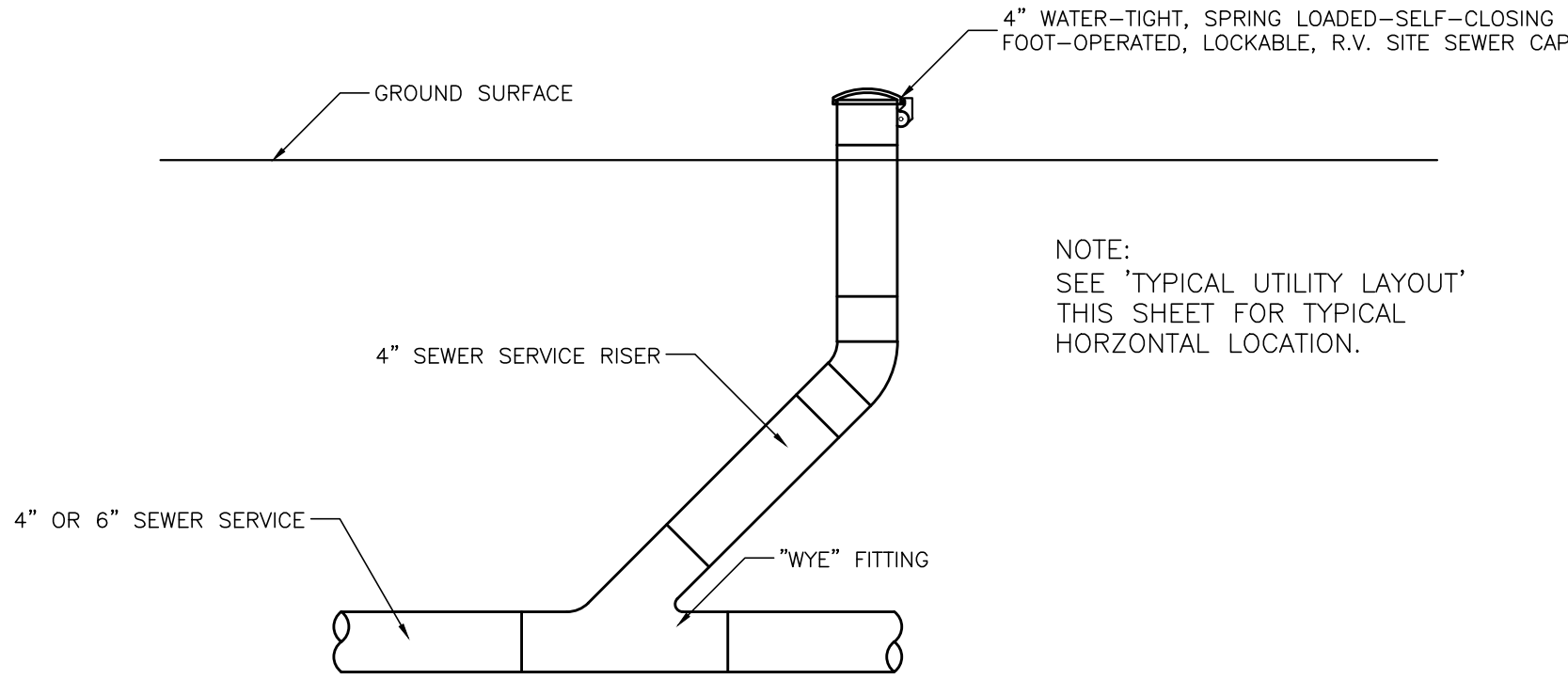
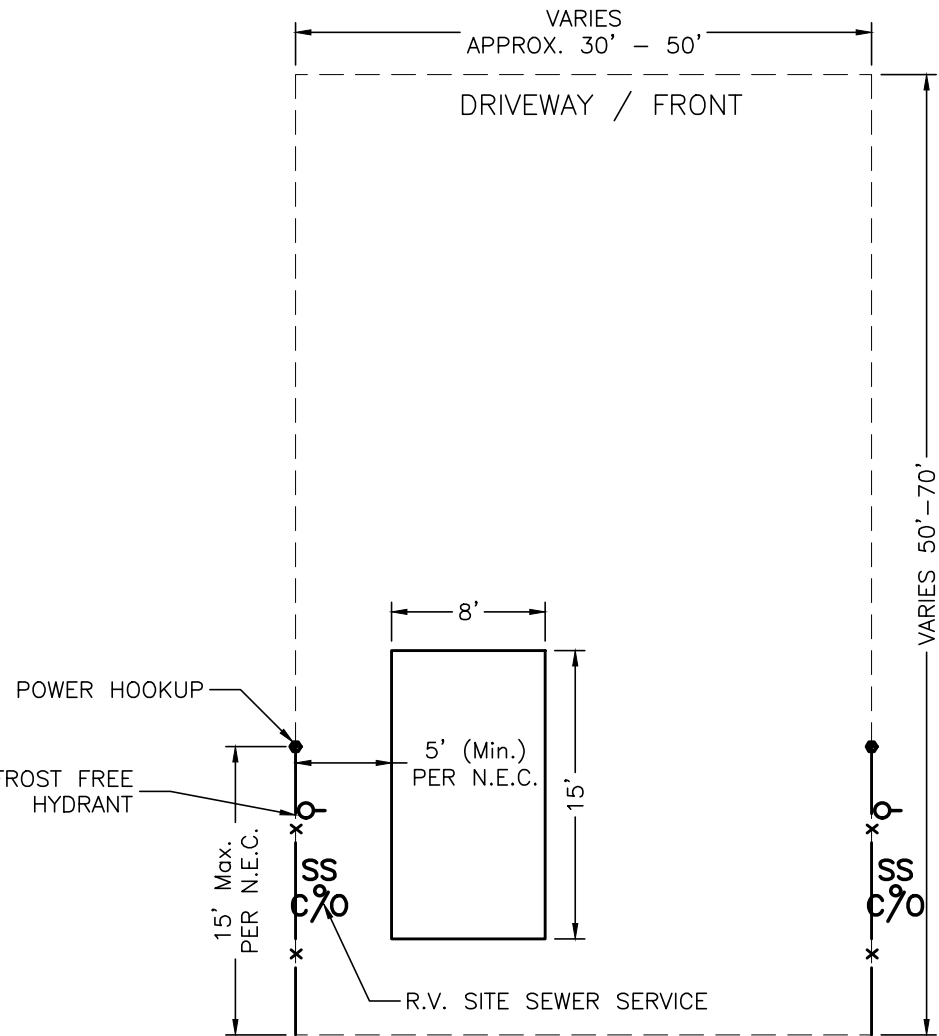
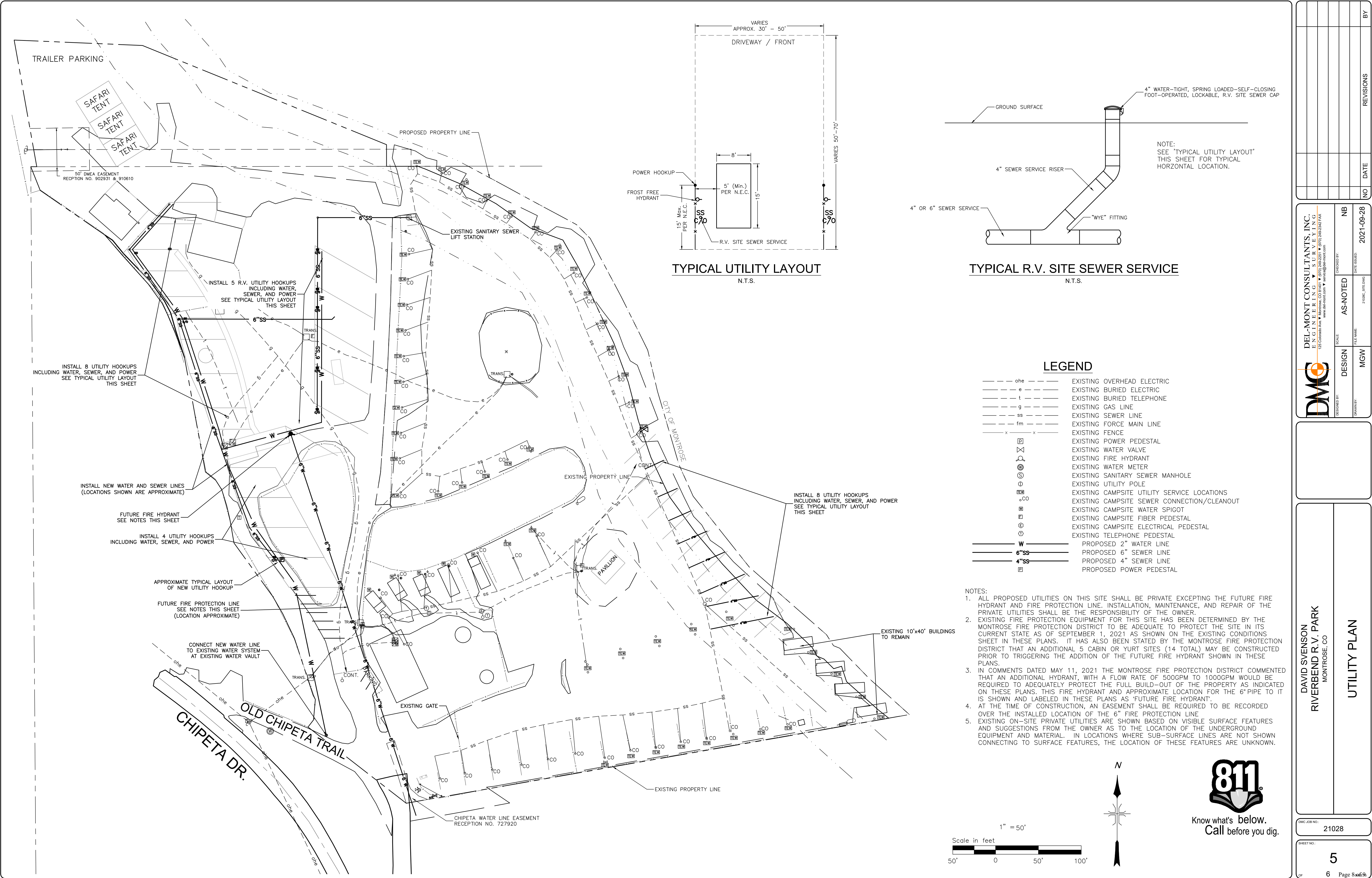
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OF 6 Page 6 of 9

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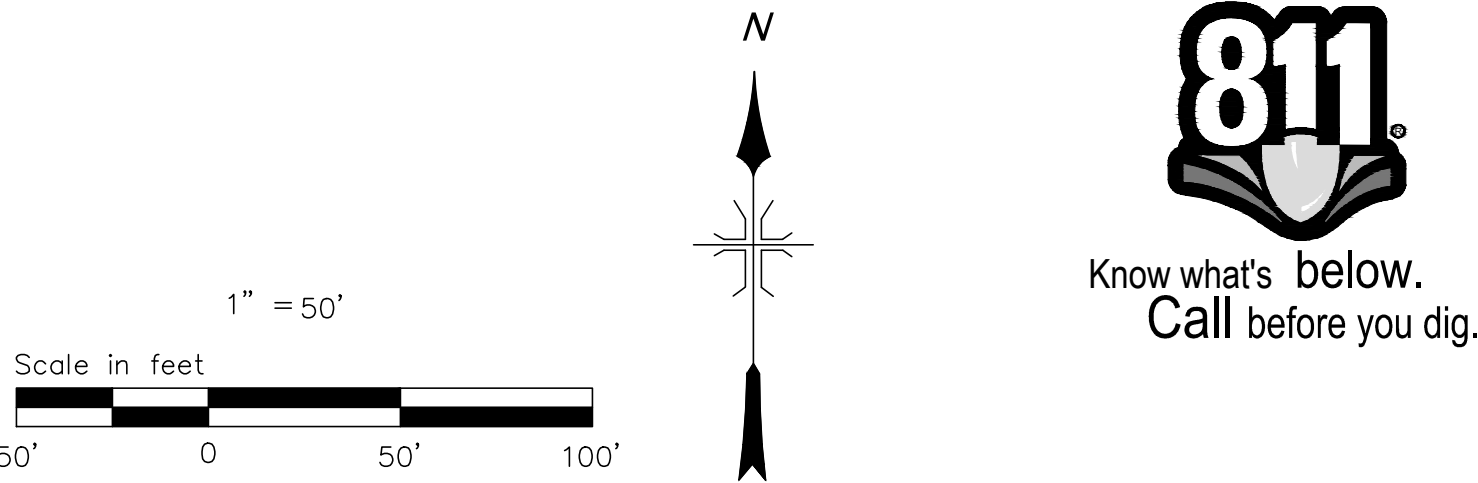


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- LEGEND**
- ohe --- EXISTING OVERHEAD ELECTRIC
 - e --- EXISTING BURIED ELECTRIC
 - t --- EXISTING BURIED TELEPHONE
 - g --- EXISTING GAS LINE
 - ss --- EXISTING SEWER LINE
 - fm --- EXISTING FORCE MAIN LINE
 - x --- EXISTING FENCE
 - [Symbol] EXISTING POWER PEDESTAL
 - [Symbol] EXISTING WATER VALVE
 - [Symbol] EXISTING FIRE HYDRANT
 - [Symbol] EXISTING WATER METER
 - [Symbol] EXISTING SANITARY SEWER MANHOLE
 - [Symbol] EXISTING UTILITY POLE
 - [Symbol] EXISTING CAMPSITE UTILITY SERVICE LOCATIONS
 - [Symbol] EXISTING CAMPSITE SEWER CONNECTION/CLEANOUT
 - [Symbol] EXISTING CAMPSITE WATER SPIGOT
 - [Symbol] EXISTING CAMPSITE FIBER PEDESTAL
 - [Symbol] EXISTING CAMPSITE ELECTRICAL PEDESTAL
 - [Symbol] EXISTING TELEPHONE PEDESTAL
 - W --- PROPOSED 2" WATER LINE
 - 6"SS --- PROPOSED 6" SEWER LINE
 - 4"SS --- PROPOSED 4" SEWER LINE
 - [Symbol] PROPOSED POWER PEDESTAL

- NOTES:**
- ALL PROPOSED UTILITIES ON THIS SITE SHALL BE PRIVATE EXCEPTING THE FUTURE FIRE HYDRANT AND FIRE PROTECTION LINE. INSTALLATION, MAINTENANCE, AND REPAIR OF THE PRIVATE UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER.
 - EXISTING FIRE PROTECTION EQUIPMENT FOR THIS SITE HAS BEEN DETERMINED BY THE MONTROSE FIRE PROTECTION DISTRICT TO BE ADEQUATE TO PROTECT THE SITE IN ITS CURRENT STATE AS OF SEPTEMBER 1, 2021 AS SHOWN ON THE EXISTING CONDITIONS SHEET IN THESE PLANS. IT HAS ALSO BEEN STATED BY THE MONTROSE FIRE PROTECTION DISTRICT THAT AN ADDITIONAL 5 CABIN OR YURT SITES (14 TOTAL) MAY BE CONSTRUCTED PRIOR TO TRIGGERING THE ADDITION OF THE FUTURE FIRE HYDRANT SHOWN IN THESE PLANS.
 - IN COMMENTS DATED MAY 11, 2021 THE MONTROSE FIRE PROTECTION DISTRICT COMMENTED THAT AN ADDITIONAL HYDRANT, WITH A FLOW RATE OF 500GPM TO 1000GPM WOULD BE REQUIRED TO ADEQUATELY PROTECT THE FULL BUILD-OUT OF THE PROPERTY AS INDICATED ON THESE PLANS. THIS FIRE HYDRANT AND APPROXIMATE LOCATION FOR THE 6" PIPE TO IT IS SHOWN AND LABELED IN THESE PLANS AS 'FUTURE FIRE HYDRANT'.
 - AT THE TIME OF CONSTRUCTION, AN EASEMENT SHALL BE REQUIRED TO BE RECORDED OVER THE INSTALLED LOCATION OF THE 6" FIRE PROTECTION LINE
 - EXISTING ON-SITE PRIVATE UTILITIES ARE SHOWN BASED ON VISIBLE SURFACE FEATURES AND SUGGESTIONS FROM THE OWNER AS TO THE LOCATION OF THE UNDERGROUND EQUIPMENT AND MATERIAL. IN LOCATIONS WHERE SUB-SURFACE LINES ARE NOT SHOWN CONNECTING TO SURFACE FEATURES, THE LOCATION OF THESE FEATURES ARE UNKNOWN.



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1. EXISTING AREA LIGHTING IS A SINGLE "FARM YARD LIGHT" EQUIPPED WITH A SINGLE 250 WATT MERCURY VAPOR LAMP.
2. ALL FUTURE EXTERIOR AND OUTDOOR LIGHTING, INCLUDING ILLUMINATED SIGNS, SHALL BE DESIGNED, LOCATED, INSTALLED AND DIRECTED IN SUCH A MANNER AS TO PREVENT LIGHT TRESPASS, UP-LIGHT AND GLARE AT ANY LOCATION ON OR OFF THE PROPERTY. ALL SUCH LIGHTING SHALL BE FULL CUT-OFF FIXTURES WITH THE LIGHT SOURCE FULLY SHIELDED AS SET FORTH IN THE IESNA GUIDELINES ADOPTED PURSUANT TO SECTION 4-4-1, WITH THE EXCEPTIONS SET FORTH IN SECTION 4-13-3 OF THE MUNICIPAL CODE.

DAVID SVENSON
RIVERBEND R.V. PARK
MONTROSE, CO

LIGHTING PLAN

DMC JOB NO.: 21028

SHEET NO.:

6
OF 6 Page 9 of 9

[illegible]

	DEL-MONT CONSULTANTS, INC.			
	E N G I N E E R I N G ▾ S U R V E Y I N G			
	125 Colorado Ave. ■ Marlinton, CO 81401 ■ (970) 359-2251 ■ (970) 358-2342 FAX www.delmont.com ■ info@delmont.com			
DESIGNED BY	DESIGN	SCALE	AS-NOTED	CHECKED BY
DRAWN BY	MGW	FULL NAME		DATE ISSUED
				NONE, SEE DWG
				2021-09-28



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: November 16, 2021
RE: Air Park Rezone
ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Photos of Project Area
- Exhibit C: Zoning Code Excerpt

City Council Consideration:

City Council is considering the approval to rezone a portion of Parcel #376720200907, also known as 2365 Air Park Way. (See Exhibit A). City Council will consider all of the information in this memo in making a decision.

Applicant: City of Montrose

Application Background:

The proposal is to rezone a portion of Parcel #376720200907, also known as 2365 Air Park Way. A rezone map and legal description of the property to be rezoned is found in Exhibit A. This property is currently zoned “P” Public District. The proposed new zoning is “B-3” General Commercial District. This proposed zoning would allow for new commercial use opportunities within this area. The City would retain a small piece of land within this parcel as shown on the attached map as “P” Public District for public access to the river. The property consists of approximately 1.3 acres. A minor subdivision is currently in process to separate these two parcels. This is an administrative action, reviewed and approved by staff and the City Manager.

Proposed Zoning: “B-3” General Commercial District



Staff Analysis:

1. Municipal Code, Section, 4-4-29(A), Rezoning.
“Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon findings as follows:
 - a) The amendment is not adverse to the public health, safety and welfare; and
 - b) The amendment is in substantial conformity with the master plan or,
 - i. The existing zoning is erroneous, or
 - ii. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.”
2. The Planning Commission should consider the merits of the proposed rezone only and make a recommendation to City Council based on whether it should be rezoned to “B-3” General Commercial District. The current zoning is “P” Public District.
 - Zoning Regulations. The “B-3” General Commercial District is intended for a large variety of uses that require large storage areas to conveniently serve customers. (Section 4-4-14) (See Exhibit B for excerpt from Municipal Code)
3. This property is adjacent to properties that are zoned “P” Public District, “I-2” General Industrial District, and agricultural (outside City limits).
4. The Comprehensive Plan Future Land Use Map (Chapter 5) designates this area as Public. This land use designation is to suggest potential locations for parks, open space, trails, school, churches, cemeteries, and public buildings.
 - Staff finds that the proposed zoning is compatible with the Comprehensive Future Land Use Map and surrounding zoning and uses.
5. The “B-3” zoning does not appear to be adverse to the public health, safety and welfare, and is consistent with Municipal Code requirements and the Comprehensive Plan.

Staff Recommendation:

Staff finds that the rezone criteria has been met; it is in compliance with the Comprehensive Plan; it is compatible with existing uses in the surrounding area; and therefore, recommends approval of the “B-3” General Commercial District.

Planning Commission Recommendation:

The Planning Commission recommended approval of the rezone for this project from “P” Public District to “B-3” General Commercial District at the October 26, 2021 meeting.

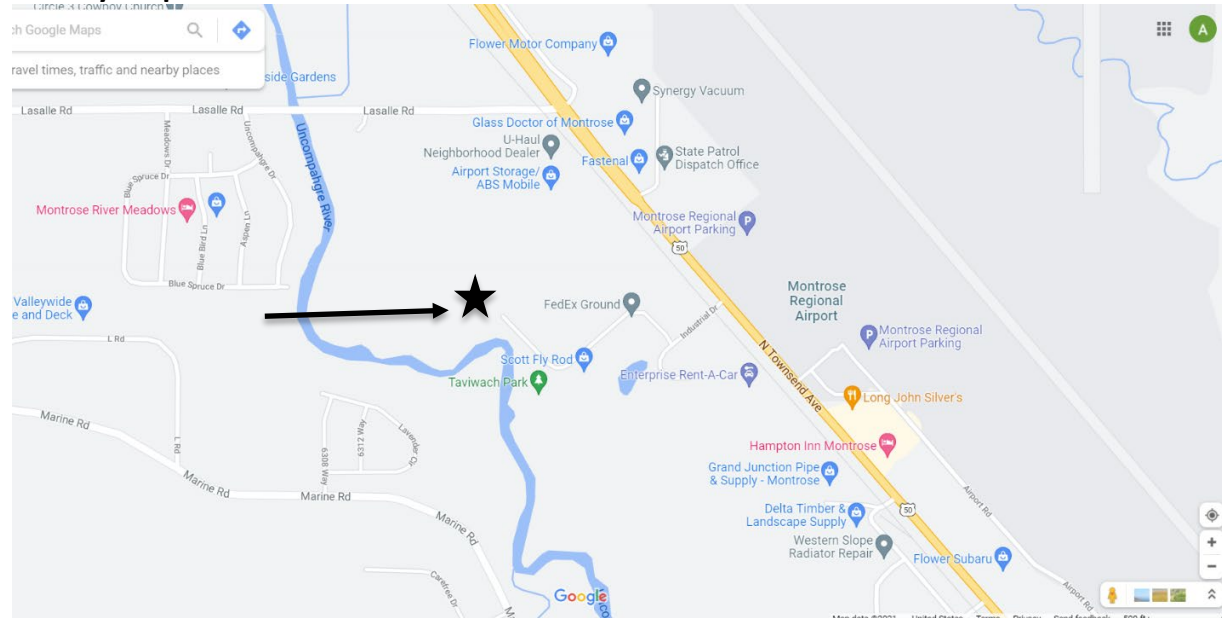
City Council Options:

1. Accept the Planning Commission recommendation and approve the rezone.
2. Deny the request for a rezone and schedule a de novo hearing. The hearing date should be established in consultation with the City Attorney.

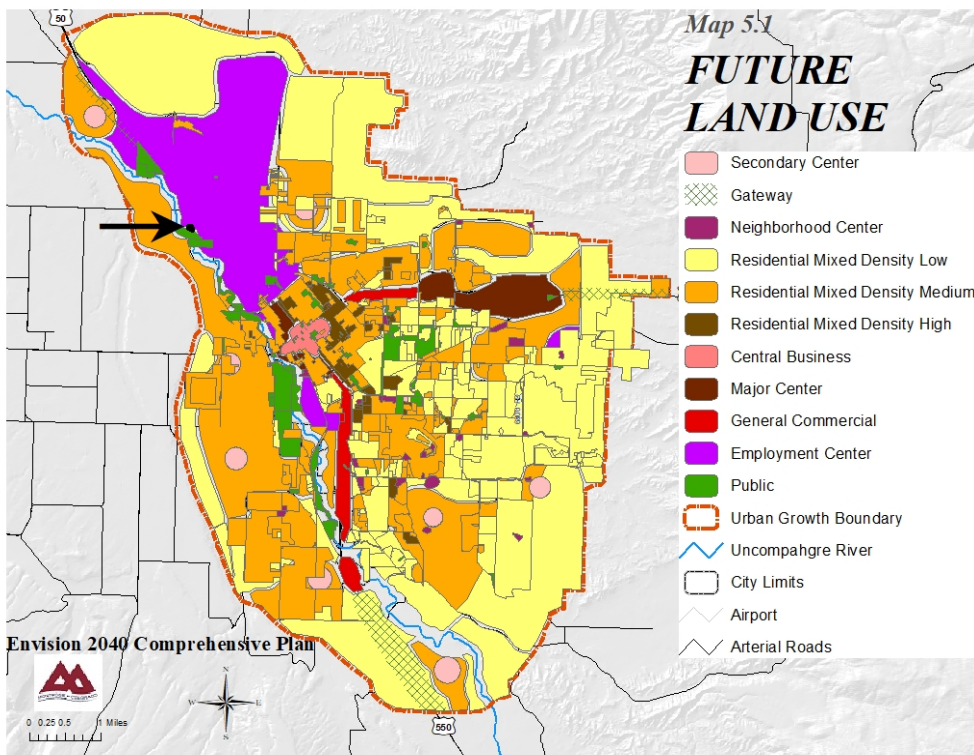


EXHIBIT A: Maps

Vicinity Map



Comprehensive Plan Land Use Map



Rezone a portion of Parcel #376720200907

Rezone to "B-3"

Remains "P" Public District

Legend

City Streets and Highways
STREETU SE

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- RESIDENTIAL
- PROPOSED
- TRLR PARK - PRIVATE

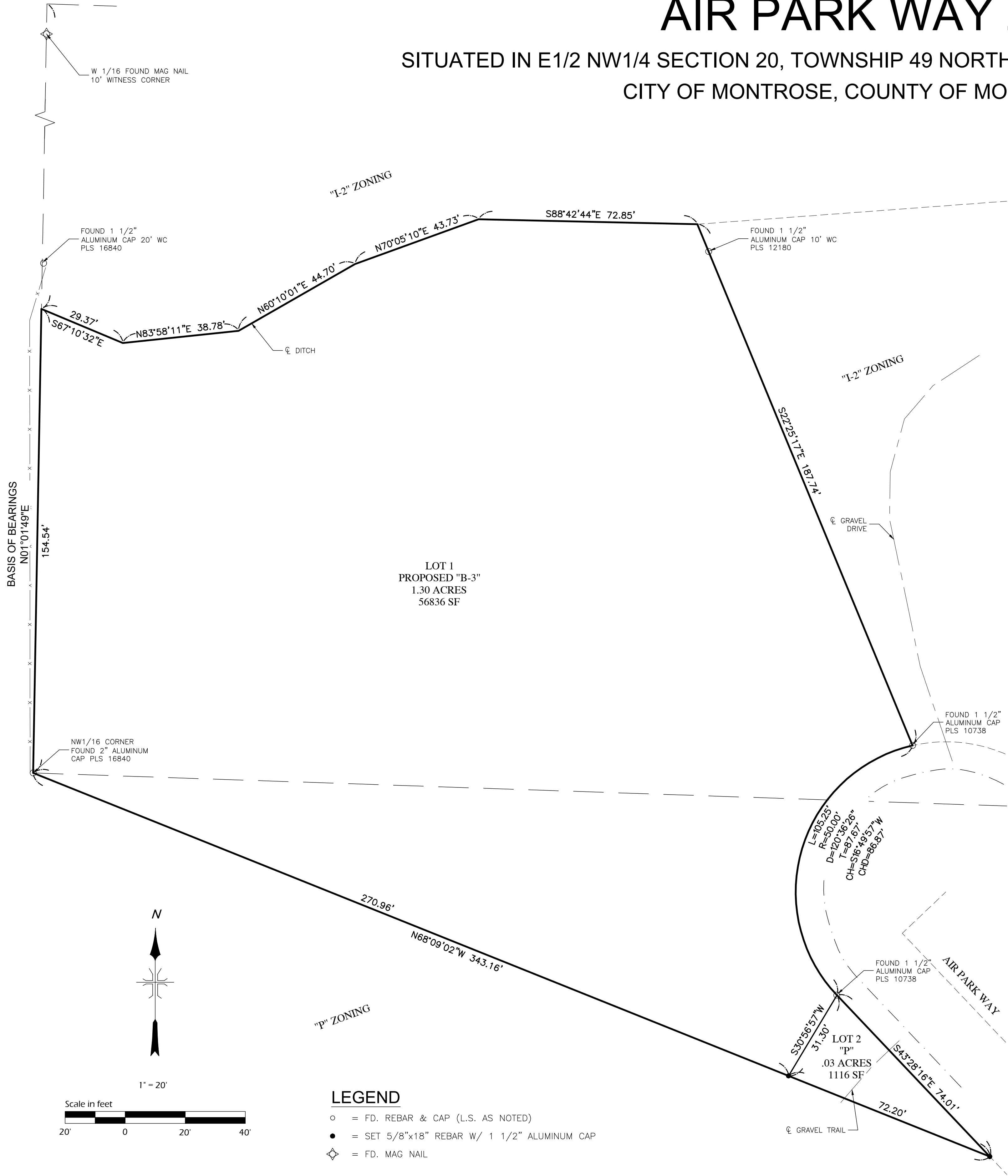
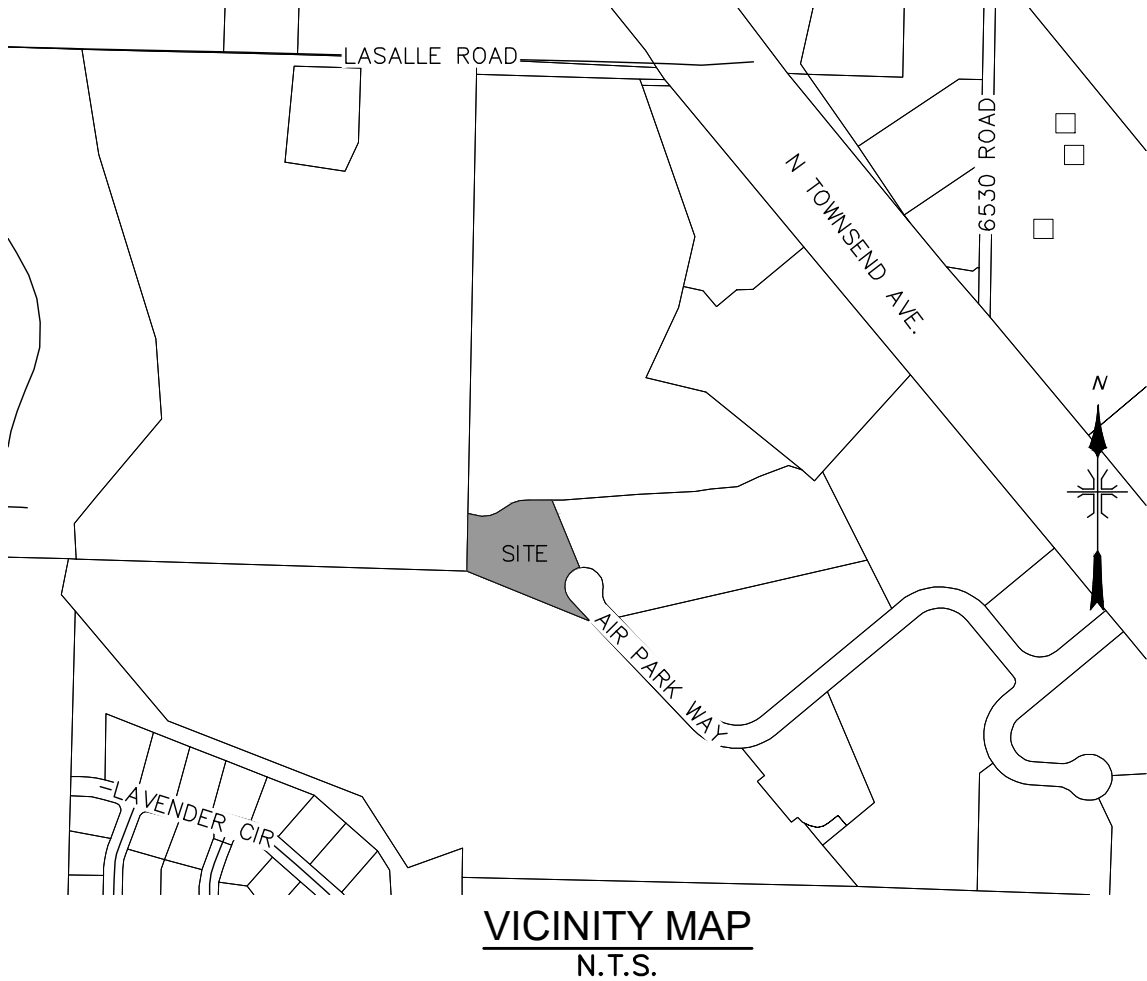
- City Parcel
- Rezone Area
- County Parcels
- CITY LIMITS

0 0.0275 0.055 0.11 0.165 Miles

Map created 10/5/2021

AIR PARK WAY ZONING MAP

SITUATED IN E1/2 NW1/4 SECTION 20, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



PROPERTY DESCRIPTION (PROPOSED LOT 1):

A parcel of land situated in the E1/2NW1/4 Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, State of Colorado being better described as beginning at the NW1/16 corner of said Section 20, thence along the West line of the NE1/4NW1/4 N01°01'49"E 154.54 feet to a point on the centerline of a ditch; Thence the following five (5) courses along said centerline S67°10'32"E 29.37 feet; N83°58'11"E 38.78 feet; N60°10'01"E 44.70 feet; N70°05'10"E 43.73 feet; S88°42'44"E 72.85 feet to the Northwest corner of Gordon Minor Subdivision recorded at Reception No. 718789; Thence the following two (2) courses along the boundary of said Gordon Minor Subdivision S22°25'17"E 187.74 feet; 105.25 feet along the arc of a non tangent curve to the left with a radius of 50.00 feet, an interior angle of 120°36'26" and a chord of S16°49'57"W 86.87 feet; Thence leaving said boundary S30°56'57"W 31.30 feet; Thence N68°09'02"W 270.96 feet to The Point of Beginning. Containing 1.30 Acres more or less as described.

PRELIMINARY

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

FIELD BOOK: 790				DRAWN BY: DCC		DATE: 2021-11-10		TITLE: AIR PARK WAY ZONING MAP
SHEET: 1 of 1				FILE: 21169V_ZONING		JOB NO.: 21169		CLIENT: CITY OF MONTROSE
								ADDRESS & PHONE: 2365 AIR PARK WAY MONTROSE, CO 81401
								TYPE: REZONE

EXHIBIT B: Photo of Project Area



EXHIBIT C: Zoning Code Excerpt

Sec. 4-4-14. "B-3" General Commercial District.

- (A) *Intent.* The "B-3" General Commercial District is intended for a large variety of uses that require large storage areas to conveniently serve customers.
- (B) *Uses by Right.*
- (1) Uses listed as "uses by right" in the "B-1," "B-2" and "B-2A" districts.
 - (2) Automobile and vehicle sales or service establishments.
 - (3) Farm implement sales or service establishments.
 - (4) Mobile home sales or service establishments.
 - (5) Building materials sales establishments.
 - (6) Rental businesses.
 - (7) Feed storage and sales establishments.
 - (8) Veterinary clinics or hospitals for large animals.
 - (9) Automobile body shops.
 - (10) Automotive repair and service establishments.
 - (11) Construction and contractor's office and equipment storage facilities.
 - (12) Above ground storage facilities for hazardous fuels.
 - (13) Parking facilities.
 - (14) Renewable energy facilities.
 - (15) Short-term rentals.
- (C) *Conditional Uses.*
- (1) Uses listed as conditional uses in the "B-1," "B-2" and "B-2A" districts.
 - (2) Warehouses and storage facilities.
 - (3) Antennas and towers are allowed only as conditional uses in all zones and are subject to the provisions of Section 4-4-21 and the other applicable requirements of City ordinances and regulations.
- (D) *Not Included in this District.* The following uses are not to be construed as a use by right or a conditional use in the "B-3" General Commercial district:
- (1) Manufacturing and industrial uses except as allowed by Subsection (C)(1) of this Section.
- (E) *Performance Standards.*
- (1) Manufacturing and storage associated with manufacturing shall be indoors.
 - (2) No use may create a nuisance to other property by reasons of dust, odor, noise, light, smoke, or vibration or other adverse effects which cannot be effectively confined on the premises.

(Ord. No. 2472 , § 4-4-14, 5-7-2019)



ORDINANCE NO. 2569

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING THE ZONING DISTRICT DESIGNATION OF A PORTION OF PARCEL #3767-202-00-907 FROM "P", PUBLIC DISTRICT TO "B-3," GENERAL COMMERCIAL DISTRICT

WHEREAS, Phoebe Benziger moved, and Karen Vacca seconded, to recommend the City Council approval of the rezone for a portion of parcel #3767-202-00-907, also known as 2365 Air Park Way, City of Montrose; and

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

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

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

SECTION 1:

The Official Zoning Map is amended to designate a portion of parcel #3767-202-00-907, also known as 2365 Air Park Way, as shown on **Exhibit A** attached hereto, and more particularly described as:

A parcel of land situated in the E1/2 NW1/4 Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, State of Colorado being better described as beginning at the NW1/16 corner of said Section 20, thence along the West line of the NE1/4 NW1/4 N01°01'49"E 154.54 feet to a point on the centerline of a ditch; Thence the following five (5) courses along said centerline S67°10'32"E 29.37 feet; N83°58'11"E 38.78 feet; N60°10'01"E 44.70 feet; N70°05'10"E 43.73 feet; S88°42'44" E 72.85 feet to the Northwest corner of Gordon Minor Subdivision recorded at Reception No. 718789; Thence the following two (2) courses along the boundary of said Gordon Minor Subdivision S22°25'17"E 187.74 feet; 105.25 feet along the arc of a non tangent curve to the left with a radius of 50.00 feet, an interior angle of 120°36'26" and a chord of S16°49'57"W 86.87 feet; Thence leaving said boundary S30°56'57"W 31.30 feet; Thence N68°09'02"W 270.96 feet to The Point of Beginning. Containing 1.30 Acres more or less as described.

as a "B-3", General Commercial District, according to the Official Zoning Map.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 2nd day of November, 2021, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 2nd day of November, 2021.

ATTEST:

Lisa DelPiccolo
Lisa DelPiccolo, City Clerk



Douglas Glaspell
Douglas Glaspell, Mayor

INTRODUCED, READ and ADOPTED on second reading this 16th day of November, 2021.

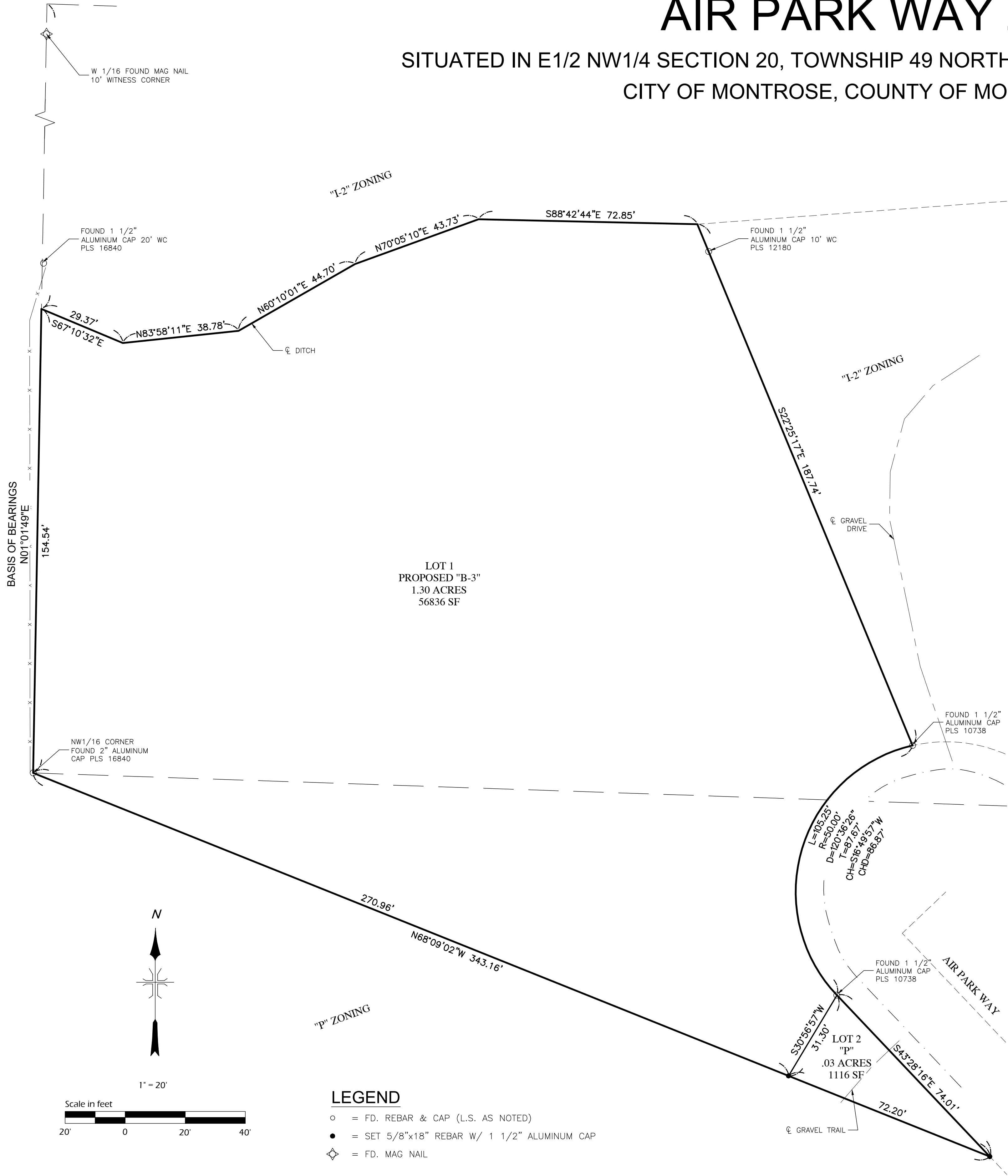
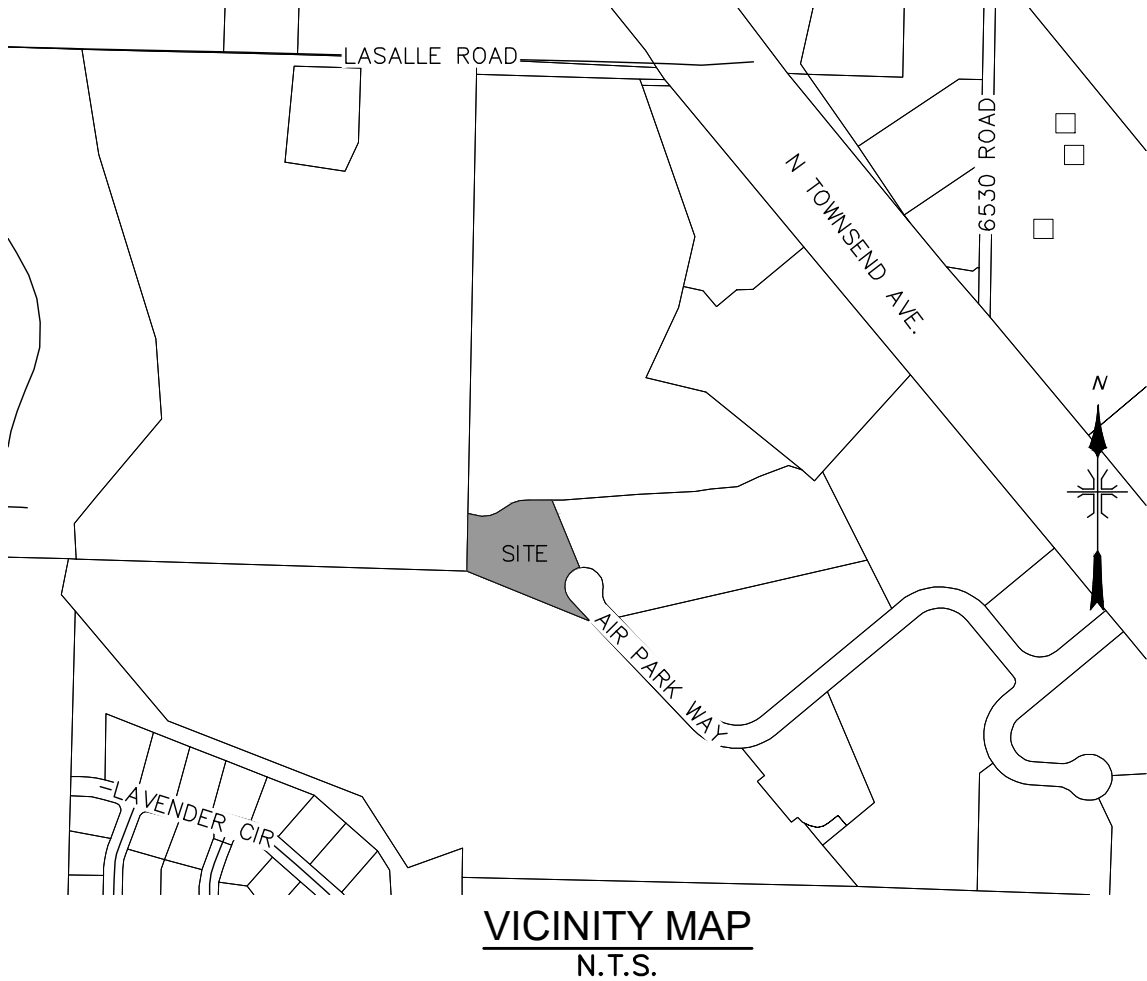
ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

AIR PARK WAY ZONING MAP

SITUATED IN E1/2 NW1/4 SECTION 20, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



PROPERTY DESCRIPTION (PROPOSED LOT 1):

A parcel of land situated in the E1/2NW1/4 Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, State of Colorado being better described as beginning at the NW1/16 corner of said Section 20, thence along the West line of the NE1/4NW1/4 N01°01'49"E 154.54 feet to a point on the centerline of a ditch; Thence the following five (5) courses along said centerline S67°10'32"E 29.37 feet; N83°58'11"E 38.78 feet; N60°10'01"E 44.70 feet; N70°05'10"E 43.73 feet; S88°42'44"E 72.85 feet to the Northwest corner of Gordon Minor Subdivision recorded at Reception No. 718789; Thence the following two (2) courses along the boundary of said Gordon Minor Subdivision S22°25'17"E 187.74 feet; 105.25 feet along the arc of a non tangent curve to the left with a radius of 50.00 feet, an interior angle of 120°36'26" and a chord of S16°49'57"W 86.87 feet; Thence leaving said boundary S30°56'57"W 31.30 feet; Thence N68°09'02"W 270.96 feet to The Point of Beginning. Containing 1.30 Acres more or less as described.

PRELIMINARY

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

FIELD BOOK: 790				DRAWN BY: DCC		DATE: 2021-11-10		TITLE: AIR PARK WAY ZONING MAP
SHEET: 1 of 1				FILE: 21169V_ZONING		JOB NO.: 21169		CLIENT: CITY OF MONTROSE
								ADDRESS & PHONE: 2365 AIR PARK WAY MONTROSE, CO 81401
								TYPE: REZONE



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: November 16, 2021
RE: Woods Crossing Subdivision Filing No. 1 Final Plat
ATTACHMENTS
• Exhibit A: Maps

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

Application Background:

The Woods Crossing Subdivision Filing No. 1 Final Plat proposes to create 127 single-family residential lots and dedicate roads, rights-of-way and easements. The property is bordered on the south by American Village Subdivision, on the north by Sunnyside Road, and on the west and east (County parcels) by agricultural fields and single-family homes. The property is zoned “R-2” Low Density District on the east side of Hill Street and “R-3A” Medium High Density District on the west side of Hill Street. Newly created lots will be as follows:

- Block 2, Lots 10 to 12, Peregrine Loop (3 Lots)
- Block 5, Lots 13 to 24, Pinewood Street (12 Lots)
- Block 6, Lots 1 to 3, Kestrel Loop (3 Lots)
- Block 7, Lots 1 to 27 Pinewood Street and Kestrel Loop (27 Lots)
- Block 8, Lots 1 to 18, Kestrel Loop (18 Lots)
- Block 9, Lots 33 to 40, Big Pines Loop (8 Lots)
- Block 11, Lots 15 to 27, Apple Grove Street (13 Lots)
- Block 12, Lots 2 to 7, Big Pines Loop (6 Lots)
- Block 13, Lots 1 to 21, Apple Grove and Ashberry Streets (21 Lots)
- Block 14, Lots 1 to 16, Ashberry Street and Big Pines Loop (16 Lots)



Total Size of Property: 72.88 acres

Applicant: Matt Miles, Leadership Circle, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size required for this zoning district.
2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval.
3. Utilities
 - a. Easements are shown.
 - b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

Staff Recommendation:

Conditional Approval

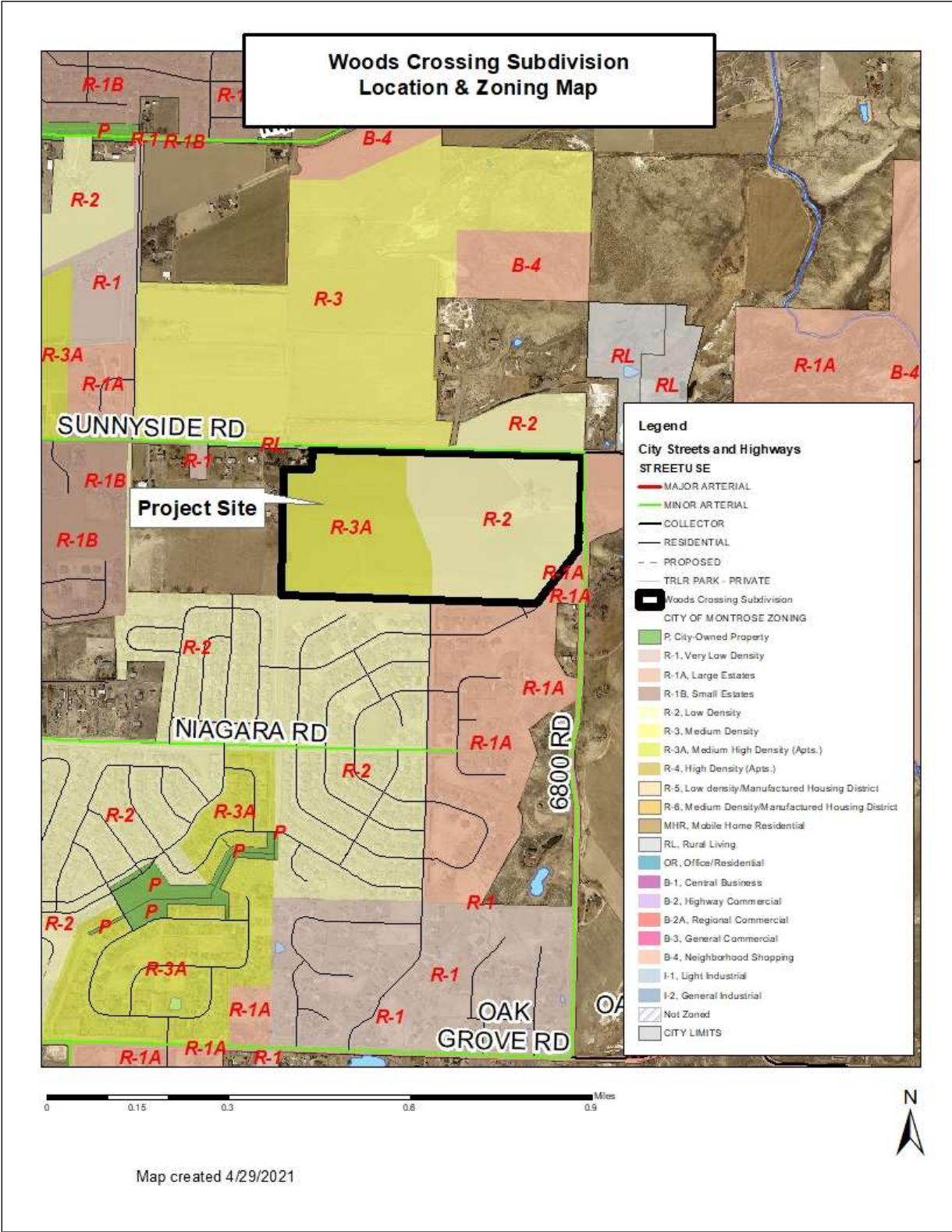
Conditions:

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



EXHIBIT A: Area Maps
Vicinity Map

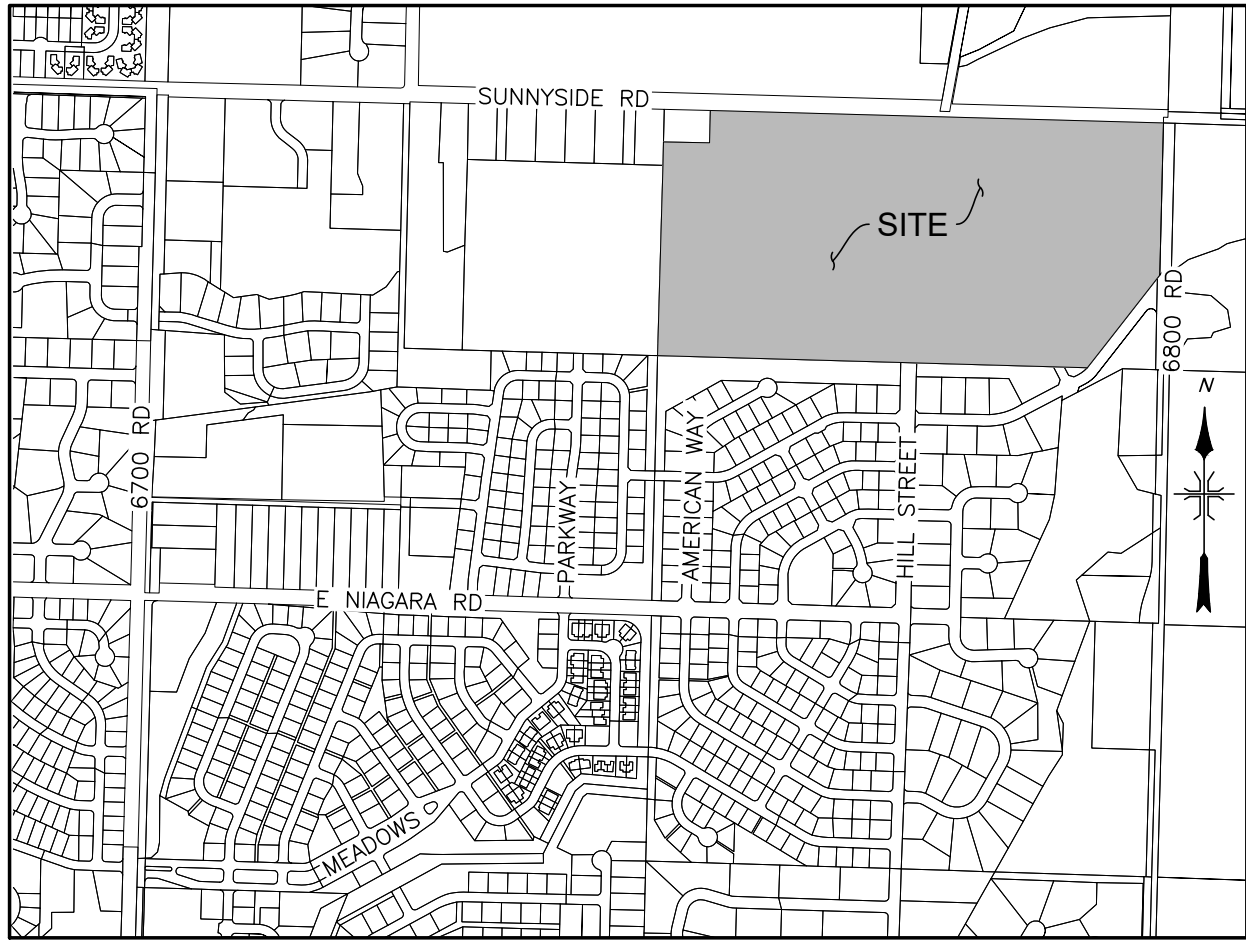




WOODS CROSSING

FILING NO. 1

SITUATED IN SECTION 36, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



VICINITY MAP
N.T.S.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

A parcel of land situated in the N1/2 NE1/4 of Section 36, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. Being better described as beginning at a point S01°09'36"W 60.00 feet from the Northeast corner of said Section 36;
Thence along the East line of said Section 36 S01°09'36"W 726.97 feet to the Northeasterly projection of the
Northerly line of Lot 3 of American Village Subdivision recorded at Reception No. 669262;
Thence along said projection and the North boundary of said American Village Subdivision S38°03'34"W 662.03 feet to a point on the South line of the
N1/2 NE1/4 of Section 36;
Thence along said South line of the N1/2 NE1/4 of Section 36 N88°21'10"W 2238.58 feet;
Thence leaving said South line and along the West line of the N1/2 NE1/4 of Section 36 N01°17'54"E 1115.58 feet;
Thence leaving said West line S88°24'46"E 233.74 feet;
Thence N01°27'07"E 140.12 feet to a point on the Sunnyside Road South Right of Way as dedicated Reception No. 858384;
Thence along said South Right of Way S88°26'37"E 2398.90 feet to the Point of Beginning.

Containing 72.88 Acres more or less as described.

County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided into lots, as shown on this plat, under the name and style of WOODS CROSSING FILING NO. 1 and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Hill Street, Peregrine Loop, Pinewood Street, Kestrel Loop, Big Pines Loop, Apple Grove Street, Ashberry Street, and a remaining portion of 6800 Road.

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

Executed this _____ day of _____, 20____.

Miami Road Properties, LLC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this ____ day of _____, 20____, by
_____, Miami Road Properties, LLC.

Witness my hand and official seal.

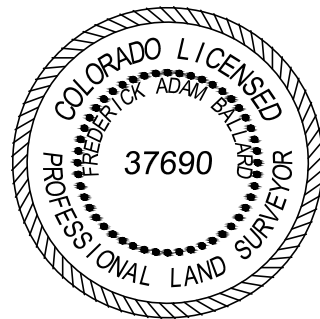
My commission expires _____

Notary

SURVEYOR'S CERTIFICATE

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

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title commitment issued by Fidelity National Title Insurance Company, dated March 17, 2021, bearing policy number 696-F0699317-397-DG0, Amendment No. 2.



Frederick Ballard, P.L.S.
Registration No. 37690

Date: _____

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing between the found 2" aluminum cap at the Northeast Corner of Section 36, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado and the found 2 1/2" aluminum cap L516835 at the East 1/4 corner of said Section 36 bears S01°09'36"W (ASSUMED)

ENGINEER'S CERTIFICATE

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



Steven Stevenson, P.E.
Registration No. 40020

Date: _____

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the Owners and Dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except _____

Attorney
Registration No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, _____, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Letter of Substantial Completion has been issued, as required by the City's Municipal Code. The following landscaping and/or irrigation improvements have been secured with a Subdivision Improvement Agreement: _____

City Engineer
Registration No. _____
Date: _____

CERTIFICATE OF RECEIPT OF SECURITY

I, _____, City Clerk of the City of Montrose, Colorado, hereby certify that Security for the two (2) year warranty on all public improvements has been received in the amount of \$ _____ to be held in escrow by the City in accordance with Municipal Code § 4-7-6 (D), and other applicable City ordinances and regulations.

City Clerk
Date: _____

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____, City Manager
of the City of Montrose.

City Manager

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____, City Attorney
of the City of Montrose.

City Attorney

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 20____, by _____, Mayor
of the City of Montrose; all conveyances of interests in real property made on this plat are hereby accepted by the City.

Mayor

RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy

DEVELOPER: MIAMI ROAD PROPERTIES, LCC
P.O. BOX 239
MONTROSE, CO 81402

ENGINEER: DEL-MONT CONSULTANTS, INC.
125 COLORADO AVE.
MONTROSE, CO 81401
(970) 249-2251

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

DMC				DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2252 FAX www.del-mont.com • service@del-mont.com	
FIELD BOOK: 889	DRAWN BY: PJI/ DCC	DATE: 11/08/2021	TITLE WOODS CROSSING FILING NO. 1		
SHEET: 1 of 3			CLIENT: MIAMI ROAD PROPERTIES, LCC		
FILE: 21005V_PLAT-F1			ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398		
JOB NO.: 21005			TYPE: FINAL PLAT		

WOODS CROSSING

FILING NO. 1

SITUATED IN SECTION 36, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

1. Local Improvement District

All lots platted hereon shall be subject to an assessment for the costs to construct improvements to that portion of Sunnyside Road and 5800 Road that abuts the Subdivision, said improvements including curb, gutter, sidewalk, drainage, base and pavement, and other related improvements. The Montrose City Clerk is hereby appointed as the Attorney-in-fact of each of the owners of the Woods Crossing subdivision for the purposes of executing improvement district petitions on their behalf, voting on their behalf in any election to approve any financial obligations for such improvement districts and for all other purposes related to the formation of such districts and construction of such improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lots.

2. Drainage Easements

All Open Space Tracts contain drainage swales, sheet flow areas and/or improvements that are to be maintained by an Owner's Association. The Open Space Tracts shown hereon are entirely encumbered by drainage easements shall be owned and maintained by an owners' association, or in the absence of an owners' association lawfully formed for such purposes, by the owners of all lots benefited by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The City is not responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owner(s), and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

3. Privately Owned Open Space, Parks, and other Improvements

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

A. Conveyance of Private Open Space and Tracts to Owners' Association

By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the Lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit, claim(s) to Woods Crossing Homeowners Association, a Colorado nonprofit corporation, Tract A, Tract E, Tract F, Tract G, Tract H, Tract I and Tract L shown and designated on this Plat.

B. Drainage

All Open Space Tracts contain drainage swales, sheet flow areas and/or improvements that are to be maintained by an Owner's Association. Dedicated City drainage easements as shown on this plat contain storm drain piping and structures that are to be maintained by the City.

C. Pedestrian Facilities

Open space Tract F, Tract G, Tract H, Tract I and Tract L will contain improved pedestrian facilities for the use of the public.

D. Certificate of Good Standing

The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing bearing Confirmation No. _____, from the Colorado Secretary of State, as proof of the above-named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

E. Declaration of Covenants Recorded

The Declaration of Covenants, Conditions, and Restrictions for Woods Crossing Homeowners Association, applicable to the development platted hereon, and made binding to the entity named above, was recorded under Reception No. _____, on the ____ day of, 202____ in the office of the Montrose County Clerk and Recorder.

4. Money in lieu of School Land Dedication

All residential lots or residential units having unique legal descriptions shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to § 4-7-7(C)(7) of the Municipal Code. Payments shall be made to the City, to be later disbursed to the RE-1J School District.

5. Money in lieu of Park Land Dedication

All residential lots or residential units having unique legal descriptions shall be required to make payment of money in lieu of park land dedication, at the time of issuance of building permit relative to improvements upon said lot. The payment of money in lieu of park land dedication is subject to §4-7-7(C)(4) of the Municipal Code.

6. COPS Fee

The preannexation agreement for this development subjects it to a City Operations and Police Service Fee to be paid for each dwelling unit at the time of final plat, in the amount of \$650.00 per dwelling unit based on the maximum dwelling units allowed on each lot. In the event a building permit is issued for any residential units prior to filing of this plat, the fee shall be collected on each unit with the building permit and a correlating credit applied to the fees due on subsequent subdivision or planned unit development final plat. The amount of the fee may be adjusted for inflation from time to time.

No residential units may be placed on Tract A, Tract E, Tract F, Tract G, Tract H, Tract I or Tract L.

7. Zoning

The zoning of this property is "R-2" and "R-3A", as shown on the City's Official Zoning Map, and as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change. Multi-family residential development is allowed as a use by right in R-3A zoned areas.

8. Final Plat Conditional Approval

The approval of the Woods Crossing Subdivision Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

9. Municipal Water Pressure

Water pressure within the subdivision is expected to range from 40 to 57 pounds per square inch (PSI) from the eastern to western ends, respectively.

10. Outlot 1 Temporary Access Easement

The 50' temporary access easement across Outlot 1 is to be vacated when Outlot 1 is platted into lots.

11. Outlot 2 Temporary Access Easement

The 50' temporary access easement across Outlot 2 is to be vacated upon the completion and opening of that portion of Hill Street being dedicated hereon.

LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N23°10'22"E	17.24'
L2	N66°49'38"W	17.24'
L3	S23°10'22"W	17.24'
L4	S66°49'38"E	17.24'
L5	S43°38'50"E	17.30'
L6	S46°21'10"W	17.44'
L7	N01°08'56"E	10.98'
L8	N03°34'20"W	92.99'
L9	N88°26'37"W	81.35'
L10	N51°56'26"W	38.72'
L11	N40°27'18"W	28.40'
L12	N01°33'23"E	28.06'
L13	S01°49'19"W	48.26'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	204.06'	500.00	023°23'01"	S10°08'08"E	202.65'
C2	200.51'	500.00	022°58'35"	S10°20'21"E	199.17'
C3	81.62'	200.00	023°23'01"	N79°51'52"E	81.06'
C4	277.05'	140.00	113°23'01"	N34°51'52"E	234.00'
C5	157.08'	100.00	090°00'00"	S43°26'37"E	141.42'
C11	254.84'	400.00	036°30'11"	N19°48'28"E	250.55'
C12	93.37'	100.00	053°29'49"	N64°48'28"E	90.02'
C14	40.81'	100.00	023°23'01"	S10°08'08"E	40.53'
C16	40.81'	100.00	023°23'01"	N79°51'52"E	40.53'
C17	31.85'	100.00	018°15'05"	S79°19'04"E	31.72'
C18	63.71'	100.00	036°30'11"	S70°11'32"E	62.64'
C19	20.42'	13.00'	090°00'00"	S66°49'38"E	18.38'
C20	20.42'	13.00'	089°59'59"	S23°10'21"W	18.38'
C21	20.42'	13.00'	089°59'54"	S66°49'39"E	18.38'
C22	20.42'	13.00'	089°59'58"	N23°10'20"E	18.38'
C23	20.42'	13.00'	089°59'55"	N46°33'22"E	18.38'
C24	20.42'	13.00'	090°00'00"	N43°26'37"W	18.38'
C25	20.42'	13.00'	089°00'57"	N46°33'23"E	18.38'
C26	20.42'	13.00'	090°00'00"	S43°26'37"E	18.38'
C35	20.42'	13.00'	090°00'00"	S23°10'22"W	18.38'
C36	20.42'	13.00'	090°00'00"	N66°49'38"W	18.38'
C41	21.79'	13.00'	096°01'32"	S61°47'42"W	19.33'
C42	21.79'	13.00'	096°01'29"	S22°10'44"E	19.33'
C43	20.42'	13.00'	089°59'58"	N66°49'38"W	18.38'
C44	20.42'	13.00'	089°59'57"	N23°10'22"E	18.38'
C45	20.42'	13.00'	089°59'59"	N43°26'38"W	18.38'
C46	20.42'	13.00'	090°00'00"	S46°33'23"W	18.38'
C47	20.42'	13.00'	090°00'00"	S83°03'33"W	18.38'
C48	20.42'	13.00'	089°59'58"	N06°56'25"W	18.38'
C49	66.06'	75.00'	050°28'02"	N63°17'35"E	63.95'
C50	20.01'	165.00'	006°56'57"	N68°53'14"E	20.00'
C51	23.93'	165.00'	008°18'31"	N17°40'23"W	23.91'
C52	57.29'	165.00'	019°53'34"	N03°34'20"W	57.00'
C53	57.29'	165.00'	019°53'34"	N16°19'14"E	57.00'
C54	57.47'	165.00'	019°57'27"	N36°14'45"E	57.18'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C55	55.26'	165.00'	019°11'17"	N55°49'07"E	55.00'
C56	55.28'	165.00'	019°11'40"	N81°57'33"E	55.02'
C57	169.80'	115.00'	084°35'46"	S49°15'30"W	154.79'
C58	57.78'	115.00'	028°47'15"	S07°26'01"E	57.17'
C59	29.83'	125.00'	013°40'16"	S81°36'29"E	29.75'
C60	96.21'	125.00'	044°06'06"	S52°43'18"E	93.86'
C61	63.65'	125.00'	029°10'23"	S16°05'04"E	62.96'
C62	6.66'	125.00'	003°03'15"	S00°01'45"W	6.66'
C63	117.81'	75.00'	090°00'00"	N43°26'37"W	106.07'
C65	166.52'	125.00'	076°19'44"	S36°36'29"E	154.48'
C66	117.81'	75.00'	090°00'00"	N43°26'37"W	106.07'
C67	69.00'	175.00'	022°35'29"	S80°15'38"W	68.56'
C103	51.02'	125.00'	023°23'01"	S79°51'52"W	50.66'
C104	30.61'	75.00'	023°23'01"	N79°51'52"E	30.40'
C105	13.78'	125.00'	006°18'53"	N18°40'12"W	13.77'
C106	37.24'	125.00'	017°04'08"	N06°58'41"W	37.10'
C107	30.61'	75.00'	023°23'01"	N10°08'08"W	30.40'
C108	39.82'	125.00'	018°15'05"	N79°19'04"W	39.65'
C109	23.89'	75.00'	018°15'05"	S79°19'04"E	23.79'
C110	63.15'	125.00'	028°56'42"	N73°58'16"W	62.48'
C111	47.78'	75.00'	036°30'11"	N70°11'32"W	46.98'
C112	16.49'	125.00'	007°33'29"	N55°43'11"W	16.48'
C113	20.42'	13.00'	090°00'00"	N46°33'23"E	18.38'
C114	20.42'	13.00'	090°00'00"	S43°26'37"E	18.38'
C115	91.65'	125.00'	042°00'41"	N70°33'03"E	89.61'
C116	25.06'	125.00'	011°29'09"	N43°48'08"E	25.02'
C117	3.97'	75.00'	003°01'47"	S89°57'31"E	3.97'
C120	80.02'	375.00'	012°13'33"	S31°56'47"W	79.87'
C121	21.71'	425.00'	002°55'36"	S36°35'45"W	21.71'
C122	70.72'	425.00'	009°32'01"	S30°21'57"W	70.64'
C123	58.22'	425.00'	007°50'55"	S21°40'29"W	58.17'
C124	29.43'	425.00'	003°08'06"	S15°45'59"W	29.43'
C126	80.02'	375.00'	012°13'33"	S07°40'10"W	79.87'
C128	2.42'	175.00'	000°47'32"	N68°34'08"E	2.42'
C129	184.47'	460.00'	022°58'35"	S10°20'21"W	183.23'
C130	216.55'	540.00'	022°58'35"	N10°20'21"W	215.10'

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

				DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2231 • (970) 249-2262 FAX www.del-mont.com • service@del-mont.com	
FIELD BOOK:	889	DRAWN BY:	PJI/ DCC	DATE:	11/08/2021
SHEET:	2 of 3	FILE:	21005_PLAT-F1	JOB NO.:	21005
TITLE				WOODS CROSSING FILING NO. 1	
CLIENT:				MIAMI ROAD PROPERTIES, LLC	
ADDRESS & PHONE:				1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	
TYPE:				FINAL PLAT	

WOODS CROSSING

FILING NO. 1

SITUATED IN SECTION 36, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO





CITY OF MONTROSE
MEMO

TO: Honorable Mayor and Members of the City Council
FROM: William Bell, City Manager
DATE: November 16, 2021
RE: Stryker & Company Development Agreement
CC: Ann Morgenthaler, Lisa Kuczmarksi, Scott Murphy, Shani Wittenberg, Amy Sharp
EXHIBITS:

- Land Exchange Parcel Maps
- Memorandum of Agreement
- Minor Subdivision Map
- Rezone Map
- Development Agreement
- Proposed Site Map

Action

Consider entering into a development agreement with Stryker & Company, Inc. to facilitate relocation and development of Stryker & Company, Inc. headquarters to include a 3000 SF commercial office and shop facility to house 13 administrative employees within the City of Montrose.

Background

In response to business growth, Stryker & Company, Inc. is seeking additional space to grow their team and commercial construction company. In order to do so, they are seeking a new location that provides for a better, more consolidated office with room to expand. The City-owned 1.3 acre parcel located on Air Park Way is well suited for this growth. Stryker & Company, Inc. would like to trade the City for a 1.2 acre parcel that they own located off Chipeta Drive and overlooking Chipeta Lake. Maps of these two parcels are attached for reference.

Project Timeline

1. City of Montrose and Stryker & Company, Inc. will enter into a Memorandum of Agreement (attached) which states responsibilities for each party.
2. Minor Subdivision for City parcel on Air Park Way. Minor subdivisions are administrative actions and take 1-2 months to complete. The draft plat is attached and currently in the review process.
3. Rezone of City Parcel from "P" Public District to "B-3" General Commercial District
 - Planning Commission 10/27
 - City Council 1st Reading 11/2
 - City Council 2nd Reading 11/16
4. Development Agreement – City Council on 11/16/2021

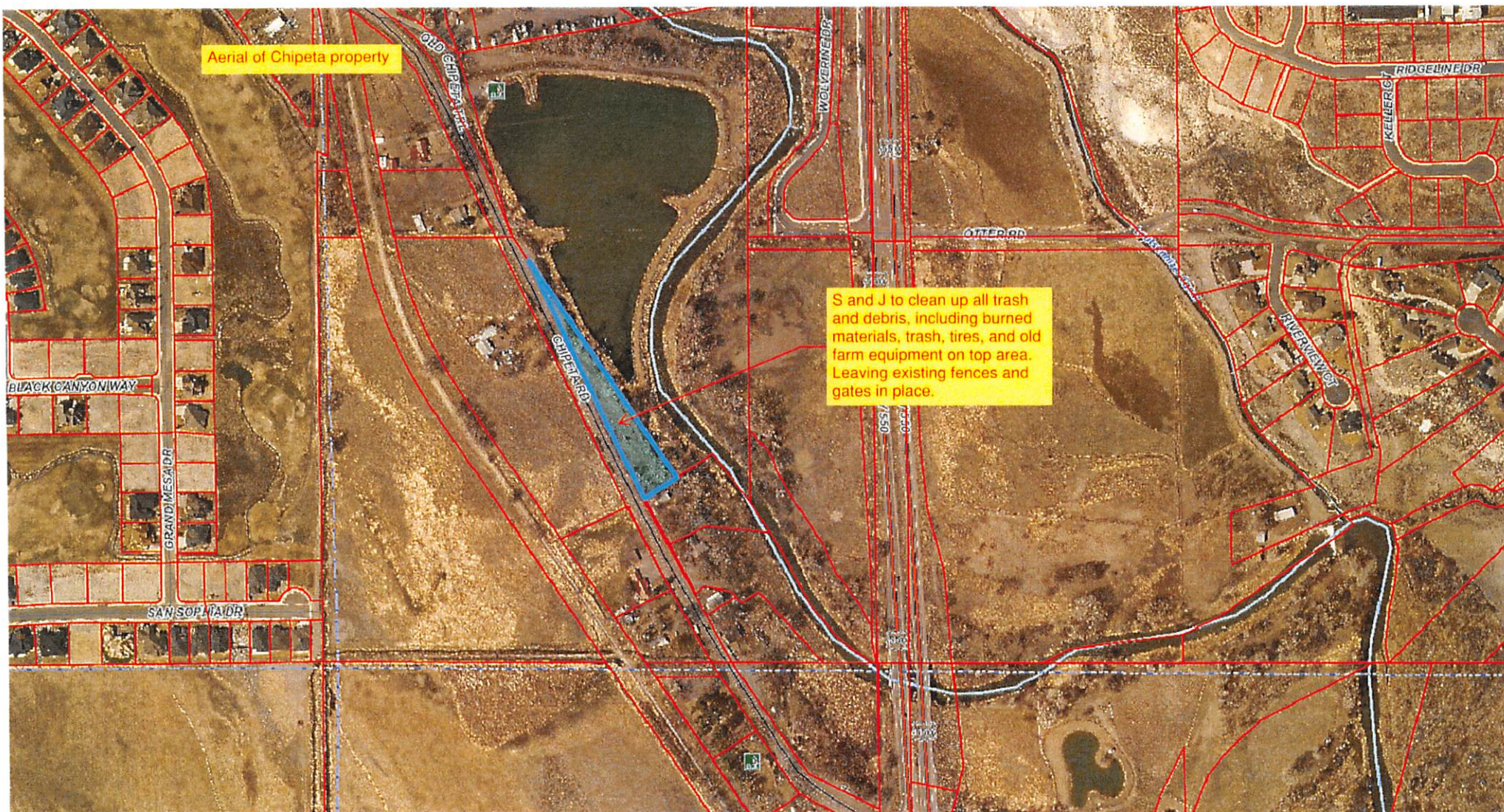
Development Agreement

This development agreement includes potential financial commitments for this project. Contract administration, project management, and inspection associated with the development agreement will be performed by the City of Montrose.

Work Element	Description of Work	Maximum Reimbursement (a)	In-Kind Contribution
Sewer Line	City to pay contractor selected by Grantee to install sewer pump and 400' of sewer line to City manhole near PolyOne	\$15,000	N/A
City Water Blowoff Valve	City to move blow-off at end of cul de sac.	N/A	\$20,000
Trash/Tree Removal	City to supply dump trucks to haul up to 20 loads of trees and trash to City owned property or local landfill. Contractor selected by Grantee to load.	N/A	\$10,000*
Structural Fill	City to pay contractor selected by Grantee to supply and install up to 3,000 tons of structural fill to get building area above Base Flood Elevation (BFE)	\$90,000 (3,000 x \$30/ton)	N/A
TOTAL (Rounded)		\$105,000	\$30,000







**MEMORANDUM OF AGREEMENT
CITY-STRYKER LAND EXCHANGE**

THIS MEMORANDUM OF AGREEMENT is entered into as of this ____ day of _____ 2021, by and between the **CITY OF MONTROSE**, State of Colorado, a Colorado home rule municipal corporation, whose address is 433 S. First Street, P.O. Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as "City" and **STRYKER & COMPANY, INC.**, an incorporated company, whose address is 236 S. 3rd St, #319, Montrose, Colorado 81401; the aforementioned entities may sometimes be collectively referred to as the "Parties".

RECITALS

WHEREAS, Stryker & Company Stryker & Company is the owner of the real property located in Montrose County, Colorado, described as follows: Parcel number 399304315003.

WHEREAS, the City of Montrose is the owner of the real property located in Montrose County Colorado, described as follows: Parcel number 376720200907 and addressed as 2365 Air Park Way, Montrose, Colorado 81401

WHEREAS, in order to promote outdoor recreation opportunities, economic development, and local businesses, the Parties mutually desire to undertake a land exchange of these two parcels (hereinafter, the "Project").

MUTUAL AGREEMENT

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

1. **Purpose of MOA.** The purpose of the MOA is to provide an effective and reliable means for the Parties to jointly pursue the various steps necessary to accomplish the Project, as further set forth below.
2. **Term and Renewal.** The Parties' rights and obligations under this MOA shall commence as of the Effective Date and shall remain in full force and effect in perpetuity.
3. **Project Actions and Obligations.** The Parties hereby acknowledge and confirm to and with each other that the following constitute the general steps and actions necessary by each party in order to complete and maintain the Project.
 - a. City of Montrose
 - i. Project Platting. The City shall perform all surveys necessary to prepare a replat of parcel number 376720200907 for the Project for submittal as a minor subdivision which is approved administratively (the "Project Replat"). The project replat shall create a standalone lot for the Project as shown in the sketch in Exhibit A and shall retain all access and utility easements necessary to support the project.

- ii. Deed. The City will exchange Lot 1 as shown in Exhibit A of this replat. The City will retain Lot 2 as fee simple as shown in Exhibit A of this replat to remain open for public access. The City will prepare and execute a quit claim deed to convey Lot 1 as shown in Exhibit A of this replat to Stryker & Company.
- iii. Rezone. The City shall recommend a rezone of Lot 1 as shown in Exhibit A of this replat to "B-3" General Commercial District prior to completion of the Project.
- iv. Closing. The City of Montrose shall determine the local closing company, request all necessary title work, and schedule the closing with an anticipated closing date of November 5, 2021 if feasible.

b. Stryker & Company

- i. Deed. Stryker & Company will prepare the general warranty deed for parcel number 399304315003 to convey to the City of Montrose.
- ii. Preparation of Property. Stryker & Company, Inc. shall clean up all trash and debris from parcel number 399304315003, including burned materials, trash, tires, and old farm equipment prior to closing. The existing fences and gates shall remain in place.

4. **Covenants, Representations, and Warranties.** Both parties hereby covenant, represent and warrant to proceed in a timely manner and reasonably cooperate in good faith to take all actions necessary to comply with the terms of this MOA and timely complete the Project.

5. **Miscellaneous**

- a. Expenses; Attorney's Fees. Each Party agrees to bear its own attorneys' fees, accountants' fees and other costs and expenses in connection with this MOA and the transactions contemplated hereby; provided, however, that should a dispute arise with respect to this MOA or any related transactions, the defaulting Party, or the Party not prevailing in such dispute (as the case may be), shall pay any and all costs and expenses incurred by the other Party in enforcing and/or establishing its rights hereunder (including, without limitation, court costs and reasonable attorneys' fees determined by the Court, based on standard applicable local billing rates), all in addition to any award of damages or injunctive remedies or other relief as should be granted by any court of competent jurisdictions.
- b. Counterparts; Electronic Execution. This MOA may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.

- c. No Third Party Beneficiaries. This MOA is entered into for the sole benefit of the Parties and no third parties are intended to, or shall, be granted or deemed to enjoy any rights under this MOA.
- d. Applicable Law. This MOA shall be construed and enforced in accordance with the laws of the State of Colorado, with venue in Montrose County, Colorado.
- e. No Venture or Partnership. No form of joint venture or partnership exists between the Parties and nothing contained in this MOA shall be construed as making either the City or Stryker & Company, Inc. joint ventures or partners of any kind.
- f. No Waiver or Governmental Immunity. Nothing in this MOA shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- g. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this MOA. The Parties hereby acknowledge and agree that this MOA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this MOA to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City's obligations to perform any obligations under this MOA shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this MOA.
- h. Signature Authority. Signators for each Party hereby confirm he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this MOA as a binding document of the Party.

IN WITNESS THEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

CITY OF MONTROSE, COLORADO

STRYKER & COMPANY, INC.

By: _____
William Bell, City Manager

By: _____
Scott Stryker

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by William Bell, City Manager of the City of Montrose, Colorado.

Witness my hand and official seal.

My commission expires: _____.

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Scott Stryker, Manager of Stryker & Company, Inc.

Witness my hand and official seal.

My commission expires: _____.

(Seal)

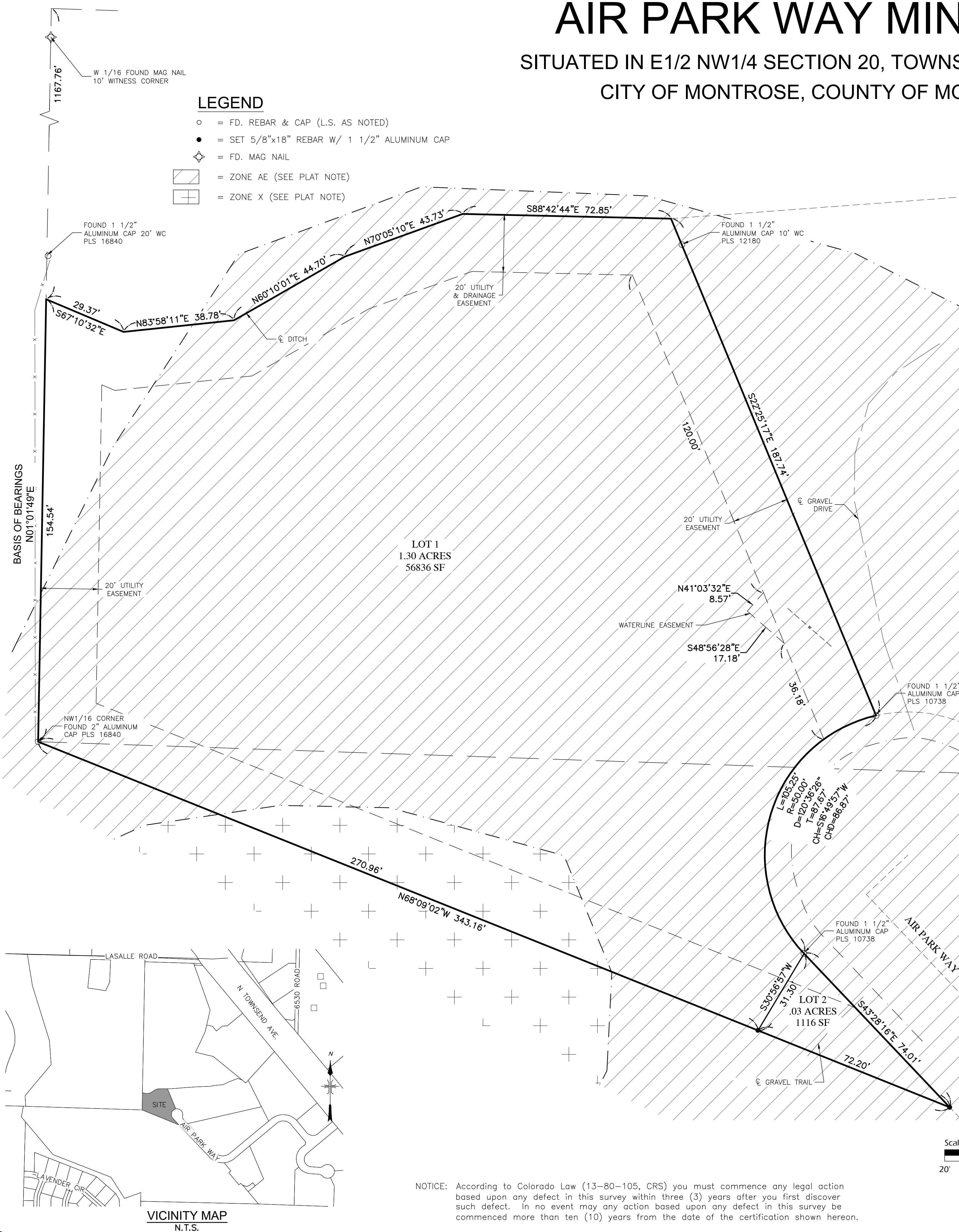
Notary

EXHIBIT A. LOT SPLIT FOR PARCEL NUMBER 376720200907

[illegible]

SITUATED IN E1/2 NW1/4 SECTION 20, TOWNSHIP 49 NORTH, RANGE 9 WEST, N.M.P.M.
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

- = FD. REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP
- ⊗ = FD. MAG NAIL
- = ZONE AE (SEE PLAT NOTE)
- = ZONE X (SEE PLAT NOTE)



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

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

A tract of land located in the NE1/4 NW1/4 of Section 20 T49N R9W N.M.P.M. Montrose county, Colorado described as follows:

Beginning at the Southwest corner of said NE1/4 NW1/4; thence S69°06'48"E 540.48 ft. along the North boundary of River Addition No. 1 (recorded in Book 12 at Page 909) to the Northwest corner of Amended North Montrose Industrial Park, Filing No. 1 (recorded in Book 12 at Page 223); thence N49°26'20"E 286.17 ft. along the boundary of said amended Filing No. 1; Thence N40°33'40"W 119.68 ft. along said boundary; Thence N49°05'05"E 295.46 ft. along said boundary; thence along the center line of an existing ditch the following 14 courses:

N71°56'08"W, 37.01 ft.
S68°38'09"W, 81.06 ft.
S63°19'48"W, 61.95 ft.
S83°47'31"W, 71.10 ft.
S79°56'49"W, 40.4 ft.
S86°17'52"W, 147.02 ft.
S84°51'16"W, 197.48 ft.
S88°56'42"W, 85.31 ft.
S85°09'11"W, 26.78 ft.
S72°41'20"W, 21.12 ft.
S57°09'25"W, 48.15 ft.
S67°09'57"W, 17.87 ft.
S81°42'43"W, 22.42 ft.
N78°20'57"W, 37.26 ft. to the West boundary of said NE1/4 NW1/4; thence S00°03'53"W,
151.14 ft. to the point

LESS Gordon Minor Subdivision Plat recorded at Reception No. 718789
LESS Airport Industrial Park Plat recorded at Reception No. 600367
LESS Lot 6A of Scott Fly Rod Subdivision recorded at Reception No. 849811

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Air Park Way Minor Subdivision. The easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, and purposes, including but not limited to water, sewer, electrical, telephone, gas and CATV lines, and drainage easements specifically labeled for dedication, together with the right of ingress and egress for installation, maintenance and replacement of such public utilities. The dedication of easements as hereinafter provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance.

Executed this _____ day of _____, 20_____

City of Montrose
William Bell, City Manager

[illegible]

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20____, by William Bell, City Manager.

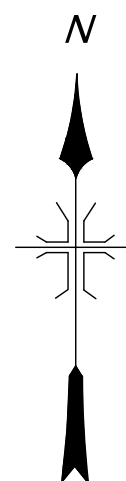
Witness my hand and official seal.

My commission expires_____

Notary

_____, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined Title Commitment Order No. _____, which insures to City of Montrose the title of the land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Commitment, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Title Policy.

Attorney
Registration No. _____
Date: _____

 $1'' = 20'$ 

1. **Zoning:** The zoning of this property Lot 1 is zoned B-3 and Lot 2 is zoned P, as shown on the City's Official Zoning Map, and as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change.

2. **Airport Influence Area Notice:** The Air Park Way Minor Subdivision is located approximately .5 mile west of the Montrose Regional Airport. The Air Park Way Minor Subdivision is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Air Park Way Minor Subdivision is subject to over-flights and the effects thereof, which may include but is not limited to noise, vibration, fumes, and dust.

3. **Drainage Easement** The drainage easement(s) shown hereon shall be owned and maintained by the owners of the lots encumbered by the easement in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any public utility, including drainage, within the easement. Upon failure properly to maintain the drainage easement(s) shown hereon, or in the event of any nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

4. Floodplain: The floodplain limits were determined by scale based on FEMA Firm Map Number 08085C0756D, effective Date January 6, 2012 and FEMA Firm Map Number 08085C0443D, effective date January 6, 2012.

*Zone X: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The bearing along the West line of the NE1/4 NW1/4 of Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado bears N01°01'49"E (ASSUMED)

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

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

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title Insurance Company, dated February 23, 2021, bearing policy number F0701646-397-DGO-LCO.

Frederick Ballard PLS 37690

Approved this _____ day of _____, 20____, by _____, City
Manager of the City of Montrose; all conveyances of interests in real property made on this
plat are hereby accepted by the City.

City Manager

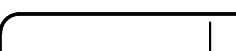
Approved for recording this _____ day of _____, 20____, by _____, City Attorney of the City of Montrose.

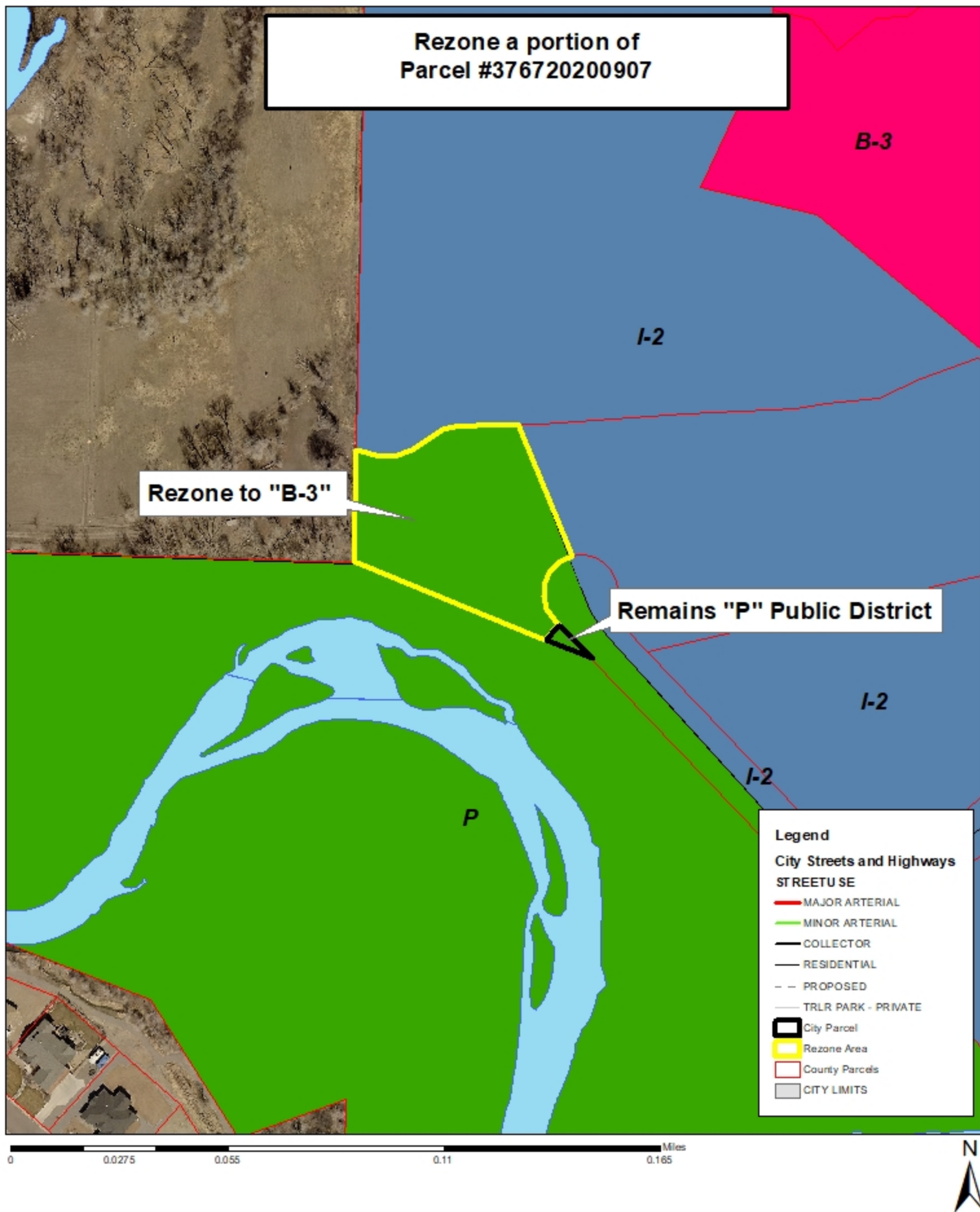
City Attorney

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

County Clerk & Recorder

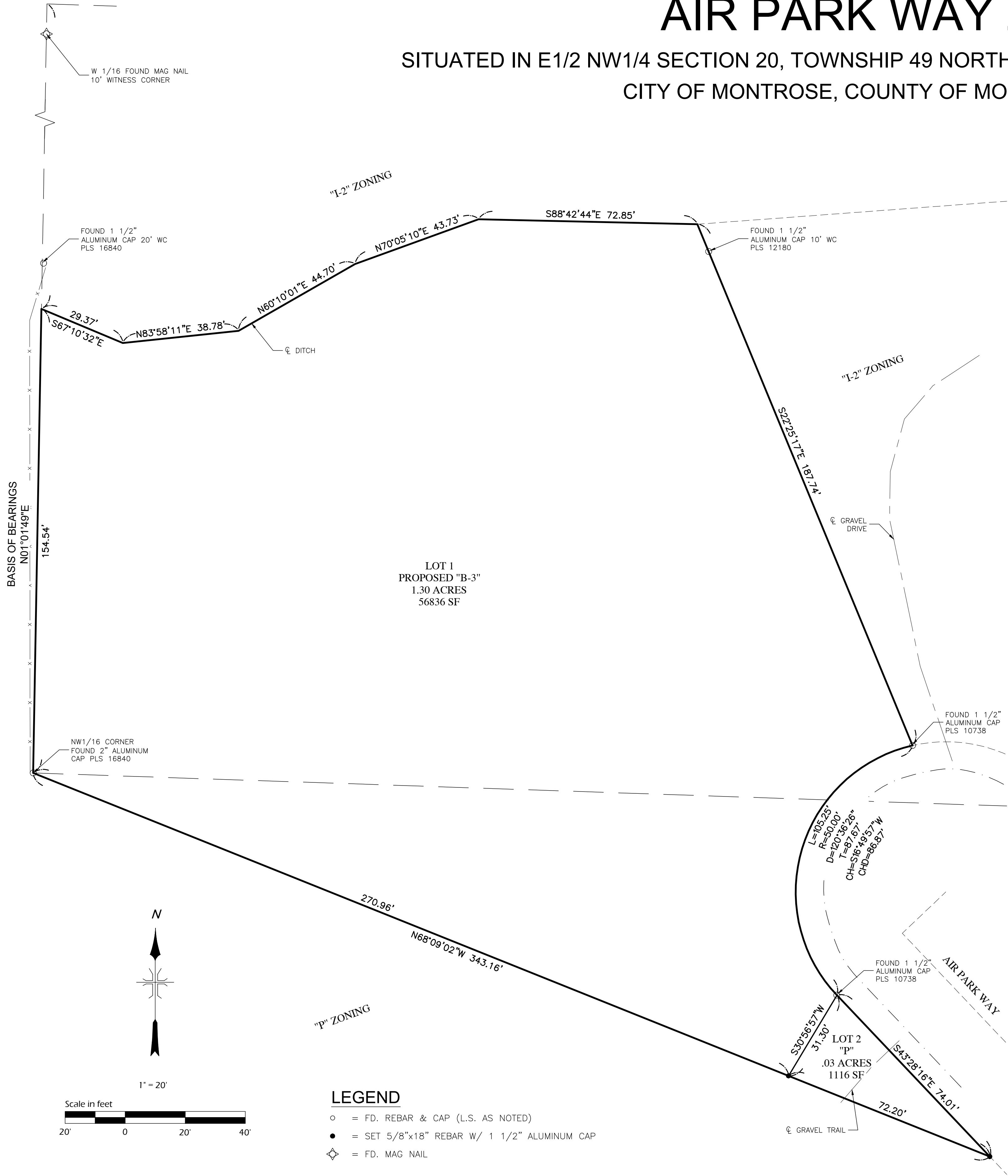
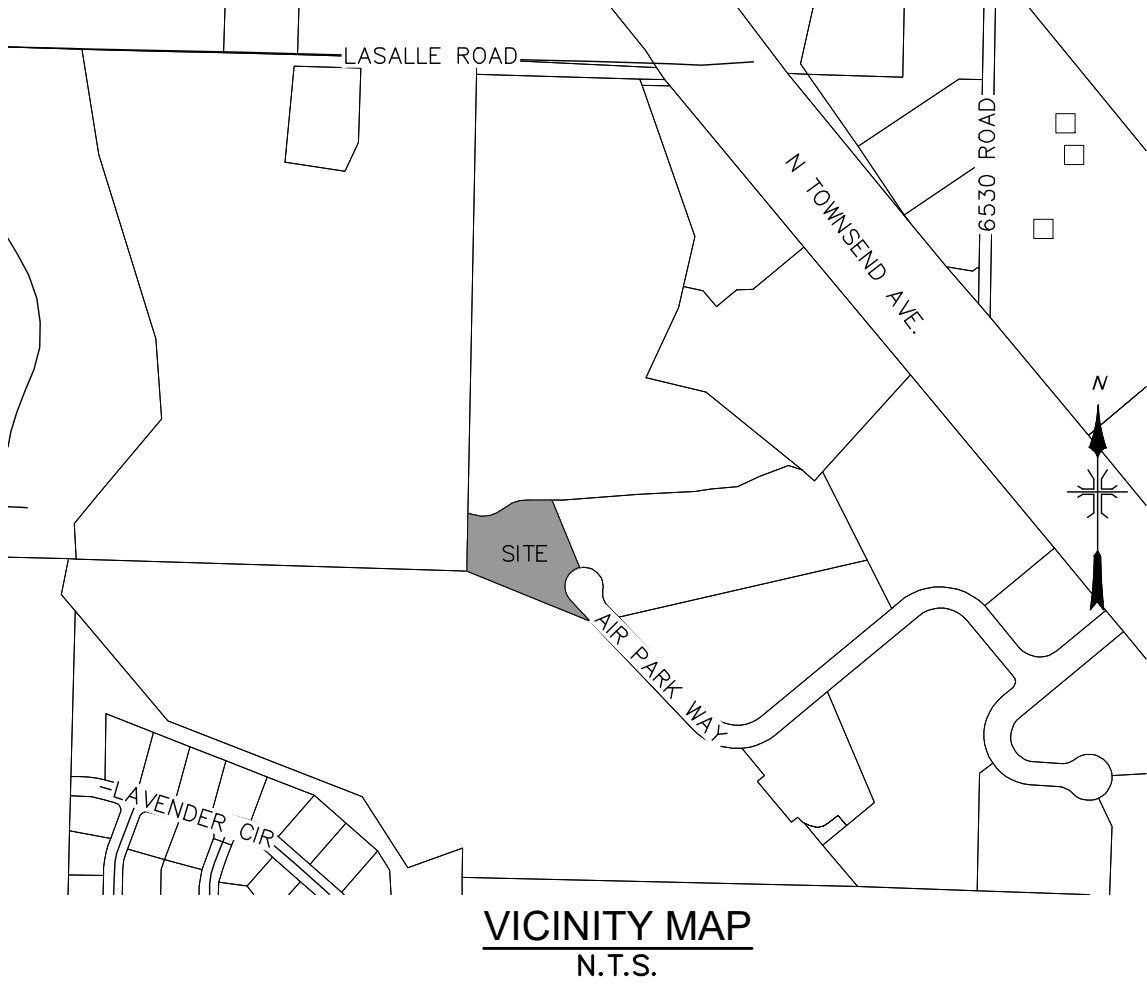
by _____
Deputy

		DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING 126 CONGRESS AVE. • MONTEZUMA, CO 81401 • (970) 242-2251 • (970) 242-2428 FAX www.del-mont.com • service@del-mont.com		CLIENT: CITY OF MONTROSE	
				ADDRESS & PHONE: 2365 AIR PARK WAY MONTROSE, CO 81401	
FIELD BOOK:	790	DRAWN BY:	DCC	DATE:	2021-10-20
SHEET:	1 of 1	FILE:	21169V_BDRY	JOB NO:	21169
				TYPE:	MINOR



AIR PARK WAY ZONING MAP

SITUATED IN E1/2 NW1/4 SECTION 20, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



PROPERTY DESCRIPTION (PROPOSED LOT 1):

A parcel of land situated in the E1/2NW1/4 Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, State of Colorado being better described as beginning at the NW1/16 corner of said Section 20, thence along the West line of the NE1/4NW1/4 N01°01'49"E 154.54 feet to a point on the centerline of a ditch; Thence the following five (5) courses along said centerline S67°10'32"E 29.37 feet; N83°58'11"E 38.78 feet; N60°10'01"E 44.70 feet; N70°05'10"E 43.73 feet; S88°42'44"E 72.85 feet to the Northwest corner of Gordon Minor Subdivision recorded at Reception No. 718789; Thence the following two (2) courses along the boundary of said Gordon Minor Subdivision S22°25'17"E 187.74 feet; 105.25 feet along the arc of a non tangent curve to the left with a radius of 50.00 feet, an interior angle of 120°36'26" and a chord of S16°49'57"W 86.87 feet; Thence leaving said boundary S30°56'57"W 31.30 feet; Thence N68°09'02"W 270.96 feet to The Point of Beginning. Containing 1.30 Acres more or less as described.

PRELIMINARY

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

FIELD BOOK: 790				DRAWN BY: DCC		DATE: 2021-11-10		TITLE: AIR PARK WAY ZONING MAP
SHEET: 1 of 1				FILE: 21169V_ZONING		JOB NO.: 21169		CLIENT: CITY OF MONTROSE
								ADDRESS & PHONE: 2365 AIR PARK WAY MONTROSE, CO 81401
								TYPE: REZONE

CITY OF MONTROSE
Development Agreement
With
Stryker & Company, Inc.

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1. PARTIES

This Development Agreement (hereinafter called “Agreement”) is entered into by and between the City of Montrose, whose address is 433 S. 1st Street, Montrose, Colorado 81401 (hereinafter called “City”), and Stryker & Company, Inc., whose address is 236 S. 3rd St, #319, Montrose, Colorado 81401 (hereinafter called “Grantee”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Agreement

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

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work based on criteria as set forth in this Agreement.

C. Employee

“Employee” or “Full Time Position” (FTP) means a person who works in the service of Grantee or its subsidiaries, under an express or implied contract of hire under which the employer has the right to control the duties of work performance.

D. Goods

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

E. Grant Funds

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

F. Party or Parties

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

G. Review

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

H. Services

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

I. Sub-grantee

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

J. Work or Project

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

K. Work Product

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

5. TERM AND EARLY TERMINATION

A. Initial Term and Work Commencement

The Parties’ respective obligations under this Agreement shall commence on the Effective Date and this Agreement shall terminate on December 1, 2024 unless sooner terminated or extended as specified elsewhere herein. Subject to City’s obligations to complete the Services defined in Section 6.D., Grantee agrees to apply for a building permit no later than April 1, 2023 (the “Permit Application Date”). If the City has not completed such Services by the Permit Application Date, the Permit Application Deadline shall be automatically extended until five (5) days after such time as the City completes such Services.

B. Obligations Non-Transferrable and Sale of the Company

As stated in Section 9.A., Grantee’s rights and obligations under this Agreement are personal and nontransferable, except to Sub-grantees.

6. STATEMENT OF WORK AND UNDERSTANDING OF PERFORMANCE

A. Completion

City shall complete the Work and Services as outlined in Sections 6.C. and D. below. Provided that Grantee is approved for a building permit, Grantee shall use commercially reasonable efforts to complete the Work described in Section 6.B. and D. below on or before December 1, 2024.

B. Property; Construction of Building

In consideration for the Services described in Section 6.C. below, Grantee shall construct (or cause to be constructed) a commercial office building on the Air Park Parcel (as defined below) by December 1, 2024 (the “Completion Date”), in general conformance with the site plan attached as Exhibit A. Grantee shall have sole responsibility for and control over the design, development, and construction of the Project. Grantee agrees that the building shall be used as headquarters for Stryker and Company, Inc. as set forth herein. Notwithstanding anything to the contrary contained herein, if Grantee elects, in Grantee’s sole discretion, to not pursue completion of such construction for any reason prior to the Completion Date, Grantee shall provide written notice of the same to City and shall reimburse the City for all amounts paid by the City to Grantee for structural fill (up to \$90,000) pursuant to Section 6.D., row 4 below. In such event, this Agreement shall automatically terminate on the date specified in such notice and neither Party shall have any further obligations hereunder from and after the date of such termination.

C. Property Swap

City is the owner of certain real property identified by the Montrose County Assessor as Parcel number 376720200907 and addressed as 2365 Air Park Way, Montrose, Colorado 81401 (the “City Parcel”). No later than December 16, 2021, the City agrees to complete a minor subdivision of the City Parcel to subdivide the City Parcel into the Air Park Parcel and Remaining Property (as depicted and defined on Exhibit A). San Juan Storage, LLC, which shares a common principal with Grantee, is the owner of certain real property identified as Montrose County Assessor Parcel 399304315003 (the “Chipeta Parcel”). In connection with this Agreement, City agrees to convey to S & J Development, LLC, which

also shares a common principal with Grantee, the Air Park Parcel and Grantee agrees to cause San Juan Storage, LLC, to convey to City the Chipeta Parcel. The Parties agree to, and agree to cause San Juan Storage, LLC and S & J Development, LLC, to work in good faith to execute and deliver a separate agreement to effectuate the land swap described in this Section 6.C. (the "Land Agreement"), as soon as practicable after the Effective Date. If the Parties, San Juan Storage, LLC, and S & J Development, LLC, fail to execute and deliver the Land Agreement within thirty (30) days after the Effective Date, this Agreement shall automatically terminate without liability to either Party and shall be of no further force or effect.

D. Infrastructure; Work

In accordance with the terms of this Section 6.D., the City agrees to complete the Services described under Description of Work below, to reimburse Grantee for, or pay to the applicable contractor, the amounts identified under Maximum Reimbursement below, and to provide the In-Kind Contribution described below.

Work Element**	Description of Work	Maximum Reimbursement*	In-Kind Contribution
1. Sewer Line	City to pay contractor selected by Grantee to install sewer pump and 400' of sewer line to City manhole near PolyOne	\$15,000	N/A
2.City Water Blowoff Valve	City to move blow-off at end of cul de sac.	N/A	\$20,000
3.Trash/Tree Removal	City to supply dump trucks to haul up to 20 loads of trees and trash to City owned property or local landfill. Contractor selected by Grantee to load.	N/A	\$10,000
4. Structural Fill	City to pay contractor selected by Grantee to supply and install up to 3,000 tons of structural fill to get building area above Base Flood Elevation (BFE)	\$90,000 (3,000 x \$30/ton)	N/A
TOTAL		\$105,000	\$30,000

*City shall reimburse Grantee for actual costs incurred by Grantee in completing the described Work up to the maximum reimbursement listed.

**City shall complete the Services described in rows 1-3 above no later than June 30, 2022. Grantee shall reasonably cooperate with City in the completion of such Services.

7. BREACH

A. Defined

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

B. Notice and Cure Period

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

8. REMEDIES

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

A. Termination for Cause and/or Breach

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

B. If Grantee relocates the Stryker and Company headquarters to any location outside of Montrose County, Colorado, prior to the Completion Date, Grantee shall reimburse the City for all amounts paid by the City to Grantee for structural fill (up to \$90,000) pursuant to Section 6.D., row 4 above. The Grantee shall notify the City within 30 days from the time Grantee relocates from Montrose County, Colorado, if such relocation occurs prior to the Completion Date. Nothing herein shall be construed to limit or otherwise restrict Grantee's ability to sell, lease, mortgage, or otherwise dispose of all or any portion of the Air Park Parcel following the Completion Date.

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

C. Payments

- i. If the City terminates the Agreement as set forth herein, the City shall reimburse

Grantee for the amounts specified in Section 6.C. above only for accepted performance through the effective date of termination. If, after termination by the City, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein, and the City shall promptly reimburse Grantee for amounts specified in Section 6.C.

ii. Damages and Withholding

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

D. Remedies Not Involving Termination

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

i. Withhold Payment

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

ii. Deny Payment

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

iii. Intellectual Property

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

9. NOTICES AND REPRESENTATIVES

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

A. City of Montrose:

William E. Bell, City Manager
or Current City Manager
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1400
Email:
wbell@cityofmontrose.org

cc: Stephen P. Alcorn, City Attorney
or Current City Attorney
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1440
Email:
salcorn@cityofmontrose.org

B. Grantee:

Scott Stryker
Stryker & Company, Inc.
236 S. 3rd St, #319, Montrose, Colorado 81401
Ph: 970-964-4434
Email: scott@strykerco.net

With a copy to:

Ireland Stapleton Pryor & Pascoe, PC
200 Grand Avenue, Suite 202
Grand Junction, Colorado 81501
Attention: Sarah H. Abbott
Email: sabbott@irelandstapleton.com

10. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, expressed or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the City and/or its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS § 24-30-1501, et seq., as amended.

11. GENERAL PROVISIONS

A. Assignment and Sub-grants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without prior, written consent of the City. Any attempt at assignment, transfer or sub-granting without such consent shall be void as will be this Agreement. All assignments, Sub-grants, or Sub-grantees approved by Grantee or the City are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance by any Sub-grantee thereunder. Ownership transfers of more than 20% of the equity in Grantee shall be deemed assignments for purposes of this Agreement. The City's approval of assignments will not be unreasonably withheld.

B. Binding Effect

Except as otherwise provided in § 9(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal

representative, successors, and permitted assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification – General

Grantee shall indemnify, save, and hold harmless the City, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred to the extent caused by any gross negligence or willful misconduct by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CTS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C.2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. Modification

- i. Except as specifically provided in this Agreement , modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, City ordinances and City Fiscal Policy.

- ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

I. Order Precedence

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments

including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

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

J. Severability

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

K. Survival of Certain Terms

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

L. Third Party Beneficiaries

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

M. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement , or any right or remedy hereunder, shall be effective only if set forth in a writing signed by the waiving Party and shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

12. COLORADO SPECIAL PROVISIONS

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

A. CITY APPROVAL.

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

B. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

C. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the City. Grantee and its employees and agents are not entitled to

unemployment insurance or workers compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall not have authorization, expressed or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the City, and (c) be solely responsible for its acts and those of its employees and agents.

D. COMPLIANCE WITH LAW.

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

E. CHOICE OF LAW.

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

F. BINDING ARBITRATION PROHIBITED.

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

G. SOFTWARE PIRACY PROHIBITION.

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

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

The signatories aver that to their knowledge, no employee of the City has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would

conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

I. PUBLIC CONTRACTS FOR SERVICES.

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with a worker without authorization who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State program established pursuant to CRS § 8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Grantee (a) shall use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the Sub-grantee (if any) and the contracting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or contracting with a worker without authorization for work under this Agreement, (c) shall terminate the Sub-grant if a Sub-grantee does not stop employing or contracting with the worker without authorization within three days of receiving notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, Institution of Higher Education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

J. PUBLIC CONTRACTS WITH NATURAL PERSONS.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to Federal law, and (b) shall comply with the provisions of CRS § 24-76.5-103 prior to the effective date of this Agreement.

K. LIKE KIND EXCHANGE

The City will work with Grantee in the event Grantee wants to work a 1031 like kind exchange for this property.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

THE CITY OF MONTROSE

GRANTEE

Stryker & Company

By: _____
William E. Bell, City Manager

By: _____
Scott Stryker, President

ATTEST

By: _____
Lisa DelPiccolo, City Clerk

State of Colorado)
) ss.
County of Montrose)

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

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

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Scott Stryker, as President of Stryker & Company, Inc.

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

(Seal)

Notary

[illegible]



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: November 16, 2021
RE: Disposal of Real Property, a portion of Parcel #3767-202-00-907
ATTACHMENTS:

- Exhibit A: Legal Description
- Exhibit B: Maps

City Council Consideration:

City Council is considering an ordinance authorizing the disposal of real property owned by the City of Montrose. Council will consider all of the information in this memo in making a decision. Following a first and second reading of the ordinance, a quit claim deed will be recorded to deed the property over to Stryker & Company.

Application Background:

This parcel disposal is associated with the Stryker Land Exchange. In response to business growth, Stryker & Company, Inc. is seeking additional space to grow their team and commercial construction company. In order to do so, they are seeking a new location that provides for a better, more consolidated office with room to expand. The City-owned 1.3 acre parcel (Parcel #3767-202-00-907) located on Air Park Way is well suited for this growth. Stryker & Company, Inc. would like to trade the City for a 1.2 acre parcel (Parcel #3993-043-15-003) that they own located off Chipeta Drive and overlooking Chipeta Lake. See attached maps.

Acreage of Property: 1.3 acres

Staff Analysis:

The minor subdivision plat and surveys have been completed and will be recorded soon. The City is able to convey this parcel via a quit claim deed. No monetary exchange is taking place with this transfer because it is associated with a land exchange of similar size.

Staff Recommendation:

Staff recommends that we complete this land exchange by transferring the parcel as described in Exhibit A containing 1.3 acres.

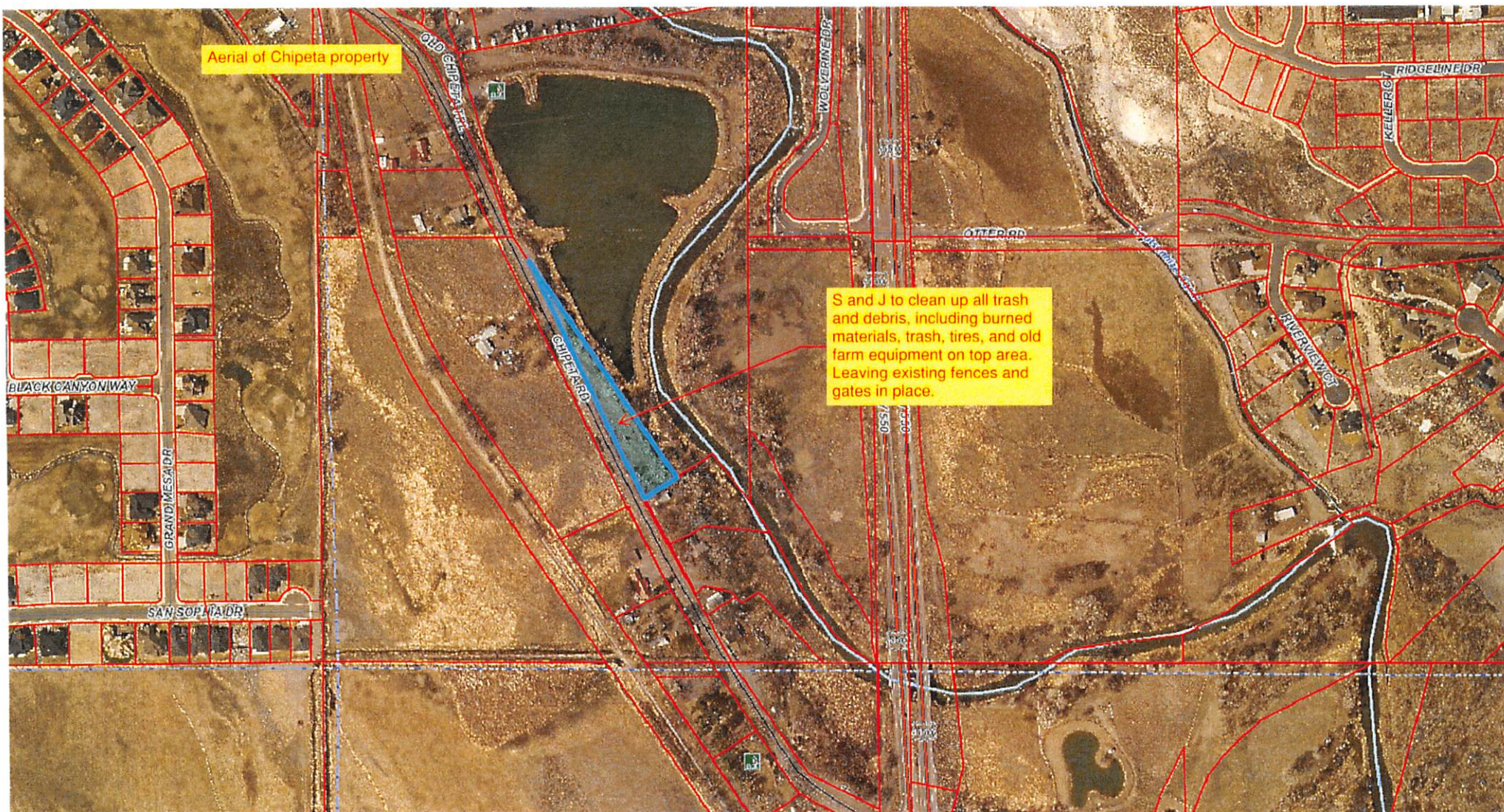
EXHIBIT A: Legal Description

Lot 1 of the Air Park Way Minor Subdivision, addressed as 2365 Air Park Way, Montrose, Colorado.

EXHIBIT B: Maps







ORDINANCE NO. 2574

**AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO,
AUTHORIZING THE DISPOSAL OF REAL PROPERTY PURSUANT TO § 1-9-2
OF THE OFFICIAL CODE OF THE CITY OF MONTROSE**

WHEREAS, the property described and shown on the map in **Exhibit A** is not required for any public purpose by the City of Montrose;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, may be conveyed, on forms acceptable to the City for reasonable consideration. The real property described on **Exhibit A** is shown as Lot 1 of the Air Park Way Minor Subdivision, addressed as 2365 Air Park Way, Montrose, Colorado. Further, the City Council hereby authorizes the Mayor and City Staff to execute all documents required to legally consummate said conveyance.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the 16th day of November, 2021, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 16th day of November, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 7th day of December, 2021.

Douglas Glaspell, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

AIR PARK WAY MINOR SUBDIVISION

CERTIFICATE OF OWNERSHIP

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

A tract of land located in the NE1/4 NW1/4 of Section 20 T49N R9W N.M.P.M. Montrose county, Colorado described as follows:

Beginning at the Southwest corner of said NE1/4 NW1/4; thence S69°06'48"E 540.48 ft. along the North boundary of River Addition No. 1 (recorded in Book 12 at Page 909) to the Northwest corner of Amended North Montrose Industrial Park, Filing No. 1 (recorded in Book 12 at Page 223); thence N49°26'20"E 286.17 ft. along the boundary of said amended Filing No. 1; Thence N40°33'40"W 119.68 ft. along said boundary; Thence N49°05'05"E 295.46 ft. along said boundary; thence along the center line of an existing ditch the following 14 courses:

N71°56'08"W, 37.01 ft.
S68°38'09"W, 81.06 ft.
S63°19'48"W, 61.95 ft.
S83°47'31"W, 71.10 ft.
S79°56'49"W, 40.4 ft.
S86°17'52"W, 147.02 ft.
S84°51'16"W, 197.48 ft.
S88°56'42"W, 85.31 ft.
S85°09'11"W, 26.78 ft.
S72°41'20"W, 21.12 ft.
S57°09'25"W, 48.15 ft.
S67°09'57"W, 17.87 ft.
S81°42'43"W, 22.42 ft.
N78°20'57"W, 37.26 ft. to the West boundary of said NE1/4 NW1/4; thence S00°03'53"W,
151.14 ft. to the point
of beginning

LESS Gordon Minor Subdivision Plat recorded at Reception No. 718789
LESS Airport Industrial Park Plat recorded at Reception No. 600367
LESS Lot 6A of Scott Fly Rod Subdivision recorded at Reception No. 849811

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Air Park Way Minor Subdivision. The easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, and purposes, including but not limited to water, sewer, electrical, telephone, gas, cable, and drainage easements specifically listed for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities. The dedication of easements as herein provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance.

Executed this _____ day of _____, 20_____

City of Montrose
William Bell, City Manager

STATE OF COLORADO)
COUNTY OF MONTROSE) ss.

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20____, by William Bell, City Manager.

Witness my hand and official seal.

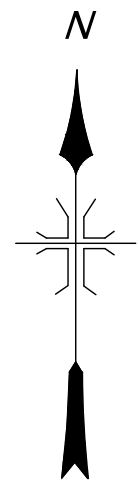
My commission expires_____

Notary

ATTORNEY'S CERTIFICATE

I, _____, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined Title Commitment Order No. _____, issued by _____ dated _____, which insures to City of Montrose the title of the land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Commitment, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated herein, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Title Policy.

Attorney
Registration No. _____
Date: _____


$$1'' = 20'$$


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

PLAT NOTES

1. **Zoning:** The zoning of this property Lot 1 is zoned B-3 and Lot 2 is zoned P, as shown on the City's Official Zoning Map, and as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change.

2. Airport Influence Area Notice: The Air Park Way Minor Subdivision is located approximately .5 mile west of the Montrose Regional Airport. The Air Park Way Minor Subdivision is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Air Park Way Minor Subdivision is subject to over-flights and the effects thereof, which may include but is not limited to noise, vibration, fumes, and dust.

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

4. Floodplain: The floodplain limits were determined by scale based on FEMA Firm Map Number 08085C0756D, effective Date January 6, 2012 and FEMA Firm Map Number 08085C0443D, effective date January 6, 2012.

*Zone X: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

BASIS OF BEARINGS:

The bearing along the West line of the NE1/4 NW1/4 of Section 20, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado bears N01°01'49"E (ASSUMED)

LINEAL UNITS STATEMENT:

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

SURVEYOR'S CERTIFICATE

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

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title Insurance Company, dated February 23, 2021, bearing policy number F0701646-397-DGO-LCO.

Frederick Ballard PLS 37690

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____, City Manager of the City of Montrose; all conveyances of interests in real property made on this plat are hereby accepted by the City.

City Manager

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____
_____, City Attorney of the City of Montrose.

City Attorney

RECORDER'S CERTIFICATE

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

County Clerk & Recorder

by _____
Deputy

 DEL-MONT CONSULTANTS, INC. ENGINEERING ▾ SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2281 ▾ (970) 249-2342 FAX www.delmont.com ▾ sales@delmont.com				TITLE: AIR PARK WAY MINOR SUBDIVISION	
				CLIENT: CITY OF MONTROSE	
FIELD BOOK: 790		DRAWN BY: DCC		ADDRESS & PHONE: 2365 AIR PARK WAY MONTROSE, CO 81401	
SHEET: 1 of 1		DATE: 2021-10-20		TYPE: MINOR	
FILE: 21169V BDRY		JOB NO.: 21169			

QUIT CLAIM DEED

THIS DEED is dated _____, and is made between the City of Montrose, a Colorado home rule municipal corporation, the "Grantor", whose address is 433 South 1st Street, Montrose, Colorado 81401, County of Montrose and State of Colorado, and Stryker & Company, Inc. an incorporated company, the "Grantee", whose principal address is 236 S. 3rd Street, #319, Montrose, Colorado 81401.

WITNESS, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in County of Montrose, State of Colorado, described as follows:

A tract of land located in the NE1/4 NW1/4 Section 20, T49N R9W N.M.P.M. Montrose County, Colorado described as follows:

Beginning at Southwest corner of said NE1/4 NW1/4; thence S69°06'48"E 540.48 ft. along the North boundary of River Addition No. 1 (recorded in Book 12 at Page 909) to the Northwest corner of Amended North Montrose Industrial Park, Filing No. 1 (recorded in Book 12 at Page 223); thence 49°26'20"E 286.17 ft. along the boundary of said amended Filing No. 1; Thence N40°33'40"W 119.68 ft. along said boundary; Thence 49°05'05"E 295.46 ft. along said boundary; thence along the center line of an existing ditch the following 14 courses:

N71°56'08"W, 37.01 ft.
S68°38'09"W, 81.06 ft.
S63°19'48"W, 61.95 ft.
S83°47'31"W, 71.10 ft.
S79°56'49"W, 40.4 ft.
S86°17'52"W, 147.02 ft.
S84°51'16"W, 197.48 ft.
S88°56'42"W, 85.31 ft.
S85°09'11"W, 26.78 ft.
S72°41'20"W, 21.12 ft.
S57°09'25"W, 48.15 ft.
S67°09'57"W, 17.87 ft.
S81°42'43"W, 22.42 ft.
N78°20'57"W, 37.26 ft. to the West boundary of said NE1/4 NW1/4; thence S00°03'53"W, 151.14 ft. to the point of beginning
LESS Gordon Minor Subdivision Plat recorded at Reception No. 718789
LESS Airport Industrial Park Plat recorded at Reception No. 600367
LESS Lot 6A of Scott Fly Rod Subdivision recorded at Reception No. 849811

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Mayor, and its corporate seal to be affixed, attested by its City Clerk, on the date set forth above.

ATTEST:	GRANTOR
By: _____ Lisa DelPiccolo, City Clerk	By: _____ Douglas Glaspell, Mayor

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 at Montrose, Colorado by Douglas Glaspell, Mayor of the City of Montrose.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

Del-Mont Consultants, Inc., 125 Colorado Avenue, Montrose, CO 81401

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: William Bell, *City Manager*
DATE: October 28, 2021
RE: Hub at Montrose Crossing Development Agreement
CC: Ann Morgenthaler, Lisa Kuczmarski, Scott Murphy, Shani Wittenberg

Action

Consider entering into a development agreement with 1890 Homestead, LLC to facilitate development of the Hub at Montrose Crossing's first phase to include 160 market-rate rental apartment units within the City of Montrose.

Background

In response to rising housing needs in the community, 1890 Homestead, LLC started to evaluate and develop preliminary plans for a multi-family residential housing complex in 2019. Through this process, they developed a plan for the Hub at Montrose Crossing (formerly 1890 Homestead) to be situated near the intersection of 6450 Road and Cobble Drive within the City of Montrose. The project was first discussed with City Council at a work session on August 31, 2020 when the project was envisioned to ultimately include a single senior living building and approximately 21 separate two-story apartment buildings dispersed throughout the site with green space and pedestrian trails in between. At the August 30 work session, fee waivers and infrastructure support from the City with a value of up to \$2.3M were discussed to help facilitate the first phase of the project (192 apartment units) and, in doing so, help to meet the community's housing needs. The City then went on to budget for this assistance in the City's 2021 budget. For reference and context, packet materials and initial plans from the August 2020 work session are included as Attachment A.

Following the August 2020 work session, the developer continued to refine plans for their project and initially presented a sketch plan and planned development (PD) to the City Planning Commission for consideration in December of 2020. The project was presented as a PD plan as required by our code in order to allow for the development to place multiple separate residential structures on a single lot. Planning commission meetings for the project ultimately extended into February of 2021 when the planning commission recommended approval of the PD plan but with a density restriction of no more than seven units per acre. It should be noted that the City does have the legal purview to place conditions on a planned development (versus a straight subdivision process where land uses are prescriptive by right through our zoning and development codes).

The density restriction recommended by the planning commission was substantially lower than necessary to accommodate the project as planned by the developer and less than the density that could be achieved by completion of the project through a straight subdivision process. As a result, the developer elected to redesign their project to include a single 160 unit apartment building on a single lot that was created through a standard minor subdivision. Site development plans and the minor subdivision for this application have been reviewed and approved by the City. An overview of the updated project planned for construction is included as Attachment B.

Development Agreement

Since initially discussing this project in August of 2020, the need for housing has continued to increase within our community and throughout the State of Colorado. When discussing housing issues with the State Department of Local Affairs (DOLA), other State and local housing agencies, and anecdotally with members of our community, many would characterize the current housing situation as a crisis. Challenges being created by the lack of workforce housing in Montrose include, but are not limited to, workforce retention and recruitment issues, homelessness, and a dramatic rise in housing and rental prices. All of these issues have the potential to negatively impact quality of life and economic vitality for our community.

Working towards resolution of these housing issues, the City has continued to work with developers of the Hub project in an attempt to facilitate the construction of additional workforce housing in our City. To that end, we have prepared a development agreement included with the council packet for your consideration. This development agreement includes potential financial commitments summarized in Table 1 below. Also included in the table for reference are the original commitments that were budgeted in 2021 for the project. Because the first phase of this project was scaled back from the original (160 units currently proposed versus 192 initially proposed), the financial contributions are lower in accordance with this reduction in units.

TABLE 1				
Summary of Proposed City Commitments				
Element	Previous 8/31/2020 Work Session Amount	Updated Costs ^(a)		Savings (Updated- Previous)
		Fee Waiver	Reimbursement	
Permit and Plan Check Fees	\$163,327	\$115,979	-	-\$47,348
City Construction Use Tax	\$403,650	\$280,802	-	-\$122,848
Construction Water Fee	\$3,840	\$3,200	-	-\$640
Water and Sewer Tap and Unit Fees	\$1,075,047	-	\$794,408	-\$280,639
Public Water and Sewer Infrastructure	\$700,000	-	\$583,333	-\$116,667
TOTAL	\$2,345,864	\$399,981	\$1,377,741	-\$568,142

Notes:

(a) Updated fee and tax costs calculated based on current site and building plans. Water/sewer infrastructure costs pro-rated from the August 2020 estimate based on the updated number of total rental units (160 currently planned/192 initially planned or 83.3%).

Under the Fee Waiver column of Table 1, the fees and taxes shown are waived by the City Manager. As a result, these do not represent an out-of-pocket expense to the City. Items listed under the reimbursement column are only paid out once the building permit is pulled (water and sewer tap fees) or the associated infrastructure work elements are completed (water/sewer public infrastructure construction). These elements do represent a direct expenditure by the City.

Contract Administration and Project Financials

Contract administration, project management, and inspection associated with the development agreement will be performed by the City of Montrose engineering department.

As shown in Table 1, the anticipated overall contribution towards the development project is approximately \$570k less than originally anticipated in the 2021 budget and all funds remain unexpended/available for carryover into the 2022 budget.



August 27, 2020

TO: Montrose City Council

FROM: Bill Bell, City Manager

CC: Ann Morgenthaler, Assistant City Manager, Chelsea Rosty, Director of Business Innovation, Scott Murphy, City Engineer

SUBJECT: Workforce Housing Incentive Package for 1890 Homestead Project

MEMO

Local developer, Matt Miles is planning a three-phase multi-family housing development in the area of Cobble Drive and Chipeta Drive. This memo will outline plans for Phase I.

Mr. Miles currently owns the 32-acre property located at the corner of 6450 Road and Cobble Drive. The parcel is properly zoned (R3-A) for multi-family. The planned Phase I of the project will include the construction of 192 apartments organized into four buildings with a club house. 116 of these units are planned as one-bedroom and the remaining 76 will be two-bedroom. All units will rent at market rate, which is estimated by Mr. Miles to begin at \$1,200 for the two-bedroom units and \$1,050 for the one-bedroom. This development is intended to provide workforce housing for our community.

Amenities of the development will include:

- Clubhouse: w/ kitchen, pool table, coffee bar and bike and ski repair area for resident use
- Courtyard
- Business center
- Exercise facility
- Recreation area
- Swimming pool
- Grill(s)
- Walking trails

- 88 tuck-under garages
- Dog park

Amenities of the units will include:

- Balconies
- 2” blinds
- Garden tubs
- Central heating and cooling
- Carpeting
- High speed internet access
- Ceiling fans in living room and bedrooms
- Walk-in closets
- Exterior storage
- 9’ceilings
- Flooring: Ceramic tile in bathrooms, vinyl wood flooring in kitchens and living areas, carpet in bedrooms
- Appliances: electric oven/range, refrigerators with icemakers, garbage disposal, microwaves, dishwashers, and in-unit washer and dryer

Housing costs in Montrose have continued to rise dramatically over the past seven years, both for renting and owning. Vacancy is low, and the demand is high, thus cost increases. Many households in all income ranges are paying more than 30% of their monthly income in housing cost. Preliminary studies show that the local market can sustain at least 250 new rental units before vacancy will be affected to the point of rent prices decreasing.

Staff has met with the developer, reviewed the site plans, costs, and associated design necessary for the project. When complete, Phase I will bring a total investment of approximately \$36.4M to the community and fill an urgent need for workforce housing in the area. For the above reasons, we have prepared the following incentives for your discussion and consideration:

- Permit and plan check fees: \$163,327 (waiver)
- City construction sales tax: \$403,650 (waiver)
- Construction water: \$3,840 (waiver)
- All tap fees: \$1,075,047 (from 2021 general undesignated fund balance)
- Additional incentives toward water/sewer infrastructure \$700,000 (2021 water/sewer budgets)

TOTAL	\$2,345,864
--------------	--------------------

The current site plan is attached.

TABULATIONS

SENIOR LIVING

SITE AREA: 6.53 AC.

UNIT TABULATION:
1 BEDROOM: 98 UNITS (60.49%)
2 BEDROOM: 64 UNITS (39.51%)
TOTAL: 162 UNITS
@ 24.81 UNITS/ACRE

PARKING TABULATION:
243 SURFACE PARKING
@ 1.50 PARKING/UNIT
@ 1.08 PARKING/BED
*243 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY PHASE I

SITE AREA: 13.64 AC.

UNIT TABULATION:
1 BEDROOM: 96 UNITS (60.00%)
2 BEDROOM: 64 UNITS (40.00%)
TOTAL: 160 UNITS
@ 11.73 UNITS/ACRE

PARKING TABULATION:
194 SURFACE PARKING
84 TUCK UNDER GARAGE
278 TOTAL PARKING
@ 1.74 PARKING/UNIT
@ 1.24 PARKING/BED
*240 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY PHASE II

SITE AREA: 9.68 AC.

UNIT TABULATION:
1 BEDROOM: 106 UNITS (59.55%)
2 BEDROOM: 72 UNITS (40.45%)
TOTAL: 178 UNITS
@ 18.39 UNITS/ACRE

PARKING TABULATION:
212 SURFACE PARKING
82 TUCK UNDER GARAGE
294 TOTAL PARKING
@ 1.65 PARKING/UNIT
@ 1.18 PARKING/BED
*267 PARKING REQUIRED (1.5P/UNIT)

MULTI FAMILY TOTAL

SITE AREA: 23.32 AC.

UNIT TABULATION:
1 BEDROOM: 202 UNITS (59.76%)
2 BEDROOM: 136 UNITS (40.24%)
TOTAL: 338 UNITS
@ 14.49 UNITS/ACRE

PARKING TABULATION:
406 SURFACE PARKING
166 TUCK UNDER GARAGE
572 TOTAL PARKING
@ 1.69 PARKING/UNIT
@ 1.21 PARKING/BED
*507 PARKING REQUIRED (1.5P/UNIT)

Attachment A -
August 2020 Work
Session Packet







THE
HUB
AT MONTROSE CROSSING



City of Montrose
Development Agreement
with
1890 Homestead, LLC

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1. PARTIES

This Development Agreement (hereinafter called “Agreement”) is entered into by and between the City of Montrose, whose address is 433 S. 1st Street, Montrose, Colorado 81401 (hereinafter called “City”), and 1890 Homestead, LLC, a limited liability company whose address is 1521 Oxbow Drive, Suite 210, Montrose, CO 81401 (hereinafter called “Grantee”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

B. Consideration

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

C. Purpose

In the interest of facilitating the development of workforce rental housing to meet an unmet community need, and the economic and social benefits to the community that arise from available workforce housing, this agreement is serving as a specific inducement for Grantee to commit to the construction of 160 rental workforce housing apartment units within the City of Montrose.

D. References

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

4. DEFINITIONS

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

A. Grant or Agreement

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

B. Grant Funds

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

C. Party or Parties

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

D. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in § 6.

E. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

F. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. This shall include any subcontractors performing construction work eligible for reimbursement by this agreement.

G. Work or Project

“Work” or “Project” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Agreement, including the performance of the Services.

H. Work Product

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

5. TERM AND EARLY TERMINATION

A. Initial Term and Work Commencement

The Parties' respective performances under this Agreement shall commence on the Effective Date and this Agreement shall terminate on June 1, 2024 unless sooner terminated or further extended as specified elsewhere herein.

B. Obligations Non Transferrable and Sale of the Company

As stated in §11(A) Grantee's rights and obligations are personal and nontransferable unless reassigned in writing and agreed upon by both parties.

6. STATEMENT OF WORK AND UNDERSTANDING OF PERFORMANCE

A. Grantee Construction

Grantee shall construct or cause to be constructed a multi-family workforce housing apartment complex consisting of 160 rental residential units with an anticipated construction value of approximately \$19 million dollars (hereinafter called "Apartment Project"). Work shall be completed in general conformance with applicable City codes and the site plan included as Exhibit A. Failure to do so will be considered a breach of this agreement.

B. Property

Construction of the Apartment Project shall take place on Lot 1 of The Hub Minor Subdivision recorded as reception number 942327 with the Montrose County Recorder.

C. Completion

Grantee shall obtain a building permit for construction of the Apartment Project, signifying the beginning of work, no later than June 1, 2022. Construction of the Apartment Project shall be completed, the certificate(s) of occupancy obtained, and units available for rental no later than June 1, 2024. City shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after termination of this Grant.

D. City Commitment

The City agrees to financially support the Apartment Project as outlined in Table 1 below.

TABLE 1		
Summary of City Commitments		
Work Element	Fee Waiver ^(a)	Reimbursement
Permit and Plan Check Fees	\$115,979	-
City Construction Use Tax	\$280,802	-
Construction Water Fee	\$3,200	-
Water and Sewer Tap and Unit Fees ^(b)	-	\$794,408
Public Water and Sewer Infrastructure ^(c)	-	\$583,333
TOTAL	\$399,981	\$1,377,741

Notes:

- (a) Fees shown are to be waived under authority of the City Manager and were estimated based on Apartment Project plans submitted to the City. Fees are subject to change slightly should any plan revisions occur prior to building permit issuance. Waiver will be for actual fee amount at time of building permit.
- (b) Capacity and tap fees will be reimbursed following issuance of the building permit.
- (c) Public water and sewer infrastructure includes reimbursement for construction costs associated with mainline water and sewer lines, valves, appurtenances, fire hydrants, water meters (excluding service line downstream of meter), and manholes. Upon satisfactory completion of work elements, City will reimburse Grantee or pay Grantee's contractors directly. Payment will be made for actual costs of completed improvements, up to and not to exceed \$583,333 total, based on mutually-agreed-upon unit prices for eligible infrastructure.

7. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 60 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §9. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the aggrieved Party may exercise any of the remedies set forth in §8. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis. Nothing in this section is to be construed to restrict payment adjustments of non-compliance as set forth in §6.

8. REMEDIES

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

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required by this Grant, the City may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the City, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the City of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Payments

The City shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the City, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

ii. Damages and Withholding

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

B. Remedies Not Involving Termination

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

i. Withhold Payment

Withhold payment or make a partial payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

ii. Deny Payment

Deny payment for those obligations not performed or, if performed, would be of no value to the City; provided that any denial of payment shall be reasonably related to the value to the City of the obligations not performed.

9. NOTICES AND REPRESENTATIVES

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

A. City:

William E. Bell, City Manager
or Current City Manager
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1400
Email:
wbell@cityofmontrose.org

cc: Stephen P. Alcorn, City Attorney
or Current City Attorney
433 S. 1st Street
Montrose, CO 81401
Ph: 970-240-1440
Email:
salcorn@cityofmontrose.org

B. Grantee:

1890 Homestead, LLC
Attn: Matt Miles
1521 Oxbow Drive,
Suite 221
Montrose, CO 81401
Email: matt@leadershipcirclellc.com

10. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, expressed or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the City of Montrose its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS § 24-30-1501, et seq., as amended.

11. GENERAL PROVISIONS

A. Assignment and Sub-grants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without prior, written consent of the City. Any attempt at assignment, transfer or sub-granting without such consent shall be void as will be this Development Agreement. All assignments, Sub-grants, or Sub-grantees approved by Grantee or City are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance. Ownership transfers in excess of 20% will require City approval in writing. This approval will not be unreasonably withheld. Notwithstanding the foregoing regarding transfer and assignment, the parties recognize that Grantee intends to transfer the property on which the Apartment Project will be developed, prior to the development thereof, to Montrose HUB, LP, a Delaware limited partnership (the "Developer") comprised of Grantee, as a limited partner, NE Multifamily Development, LLC, a Texas limited liability company as the general partner, and Nicholas Multifamily Holdings, No. , LP, a Delaware limited partnership, as a limited partner. The parties agree that Grantee may make such assignment provided that the Developer assumes the obligations of Grantee pursuant to this Agreement.

B. Binding Effect

Except as otherwise provided in §11(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representative, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification – General

Grantee shall indemnify, save, and hold harmless City, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred to the extent caused by any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CTS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C.2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. Modification

i. Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, City ordinances and City Fiscal Policy.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order Precedence

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

i. Colorado Special Provisions;

ii. The provisions of the main body of this Grant; and

iii. Exhibit A

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is

declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

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

L. Third Party Beneficiaries

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

M. Waiver

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

12. SPECIAL PROVISIONS

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

A. CITY COUNCIL APPROVAL.

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

B. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

C. INDEPENDENT CONTRACTOR.

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

employees and agents.

D. COMPLIANCE WITH LAW.

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

E. CHOICE OF LAW.

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

F. BINDING ARBITRATION PROHIBITED.

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

G. SOFTWARE PIRACY PROHIBITION.

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

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

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

I. PUBLIC CONTRACTS FOR SERVICES.

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with a worker without authorization who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify program or the State program established pursuant to CRS § 8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with a worker without authorization to perform work under this Grant or enter into a contract with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or contract with a worker without authorization to

perform work under this Grant. Grantee (a) shall use E-Verify Program or State program procedures to undertake pre- employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the contracting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or contracting with a worker without authorization for work under this Grant, (c) shall terminate the Sub-grant if a Sub-grantee does not stop employing or contracting with the worker without authorization within three days of receiving notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS

§ 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS § 8-17.5-101 et seq., the contracting State agency, Institution of Higher Education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

J. PUBLIC CONTRACTS WITH NATURAL PERSONS.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to Federal law, (b) shall comply with the provisions of CRS § 24-76.5-103 prior to the effective date of this Grant.

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

CITY OF MONTROSE

**GRANTEE
1890 Homestead, LLC**

By: _____
Douglas Glaspell, Mayor

By: _____
Matt Miles, Managing Member

ATTEST

By: _____
Lisa DelPiccolo, City Clerk

State of Colorado)
) ss.
County of Montrose)

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

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

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Matt Miles, Managing Member of 1890 Homestead, LLC.

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

(Seal)

Notary



THE
HUB
AT MONTROSE CROSSING



CITY OF MONTROSE

MONTHLY SALES, USE & EXCISE TAX REPORT

Date: November 8, 2021

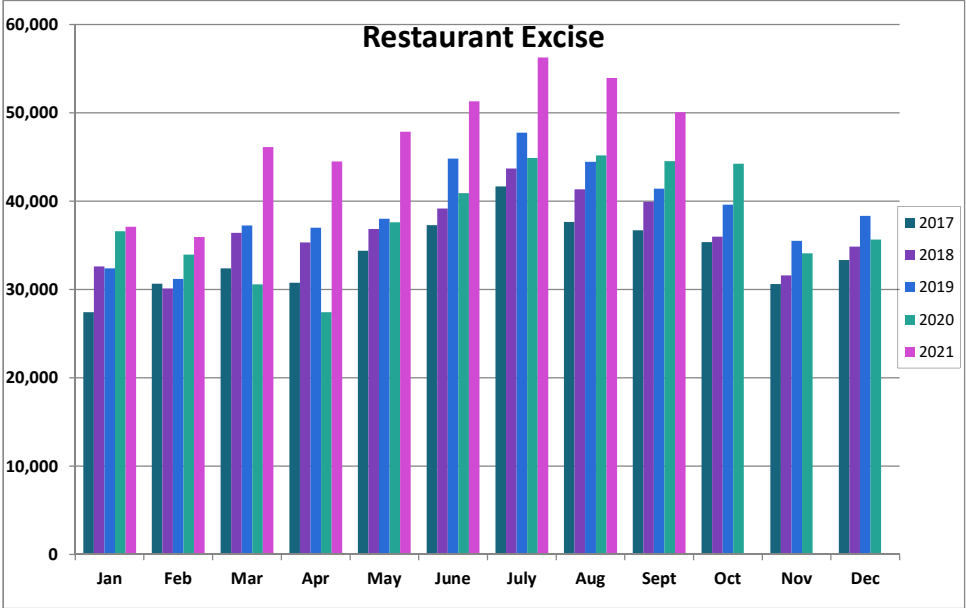
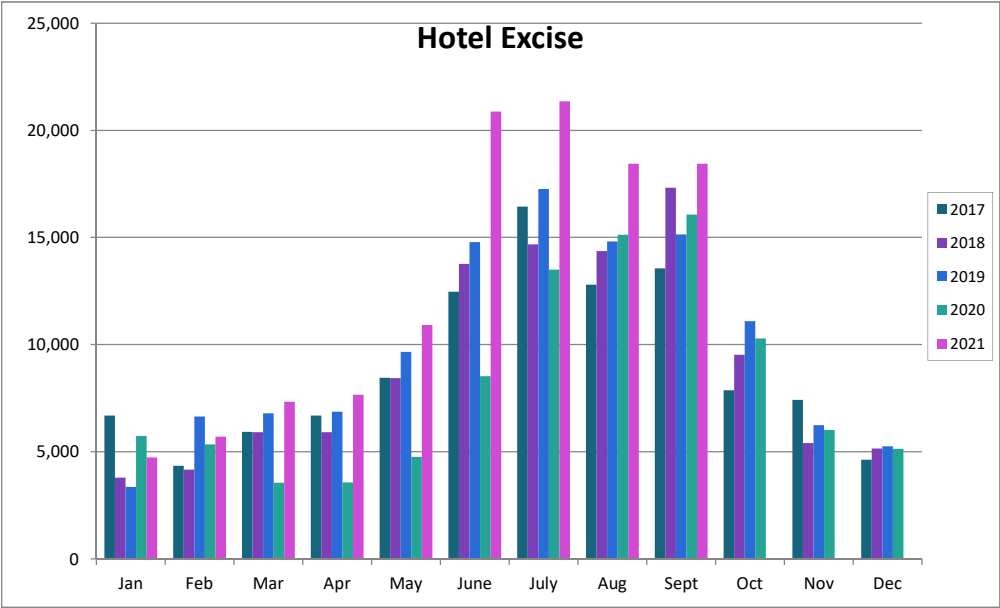
	Retail Sales Tax 3.0%			Construction Use Tax 3.0%			Use & Auto Tax 3.0%			Total Collected Sales and Use Tax			Sales and Use Budget	
Month	Current Year 2021	Prior Year 2020	% of Increase/ Decrease	Current Year 2021	Prior Year 2020	% of Increase/ Decrease	Current Year 2021	Prior Year 2020	% of Increase/ Decrease	Current Year 2021	Prior Year 2020	% of Increase/ Decrease	Budget 2021	Budget Variance 2021
Jan	1,411,880	1,203,514	17.3%	56,829	84,705	-32.9%	106,625	88,502	20.5%	1,575,334	1,376,721	14.4%	1,265,546	24.5%
Feb	1,356,512	1,185,150	14.5%	62,892	22,647	177.7%	111,783	56,034	99.5%	1,531,187	1,263,831	21.2%	1,237,528	23.7%
Mar	1,774,652	1,372,426	29.3%	67,001	77,388	-13.4%	124,961	91,851	36.0%	1,966,614	1,541,665	27.6%	1,429,933	37.5%
Apr	1,648,303	1,207,052	36.6%	76,234	39,830	91.4%	127,030	69,802	82.0%	1,851,567	1,316,683	40.6%	1,265,483	46.3%
May	1,698,414	1,438,087	18.1%	79,135	23,618	235.1%	141,859	78,026	81.8%	1,919,408	1,539,731	24.7%	1,448,498	32.5%
June	1,964,482	1,641,075	19.7%	95,375	11,583	723.4%	142,970	135,352	5.6%	2,202,827	1,788,010	23.2%	1,634,919	34.7%
July	1,907,098	1,572,553	21.3%	61,746	112,599	-45.2%	138,049	118,501	16.5%	2,106,893	1,803,653	16.8%	1,705,494	23.5%
Aug	1,831,308	1,593,074	15.0%	49,002	52,115	-6.0%	128,395	202,786	-36.7%	2,008,705	1,847,975	8.7%	1,631,811	23.1%
Sept	1,913,919	1,703,295	12.4%	34,466	54,191	-36.4%	138,763	112,752	23.1%	2,087,148	1,870,238	11.6%	1,861,130	12.1%
Oct														
Nov														
Dec														
YTD Total	15,506,568	12,916,226	20.1%	582,680	478,676	21.7%	1,160,435	953,606	21.7%	17,249,683	14,348,508	20.2%	13,480,342	28.0%

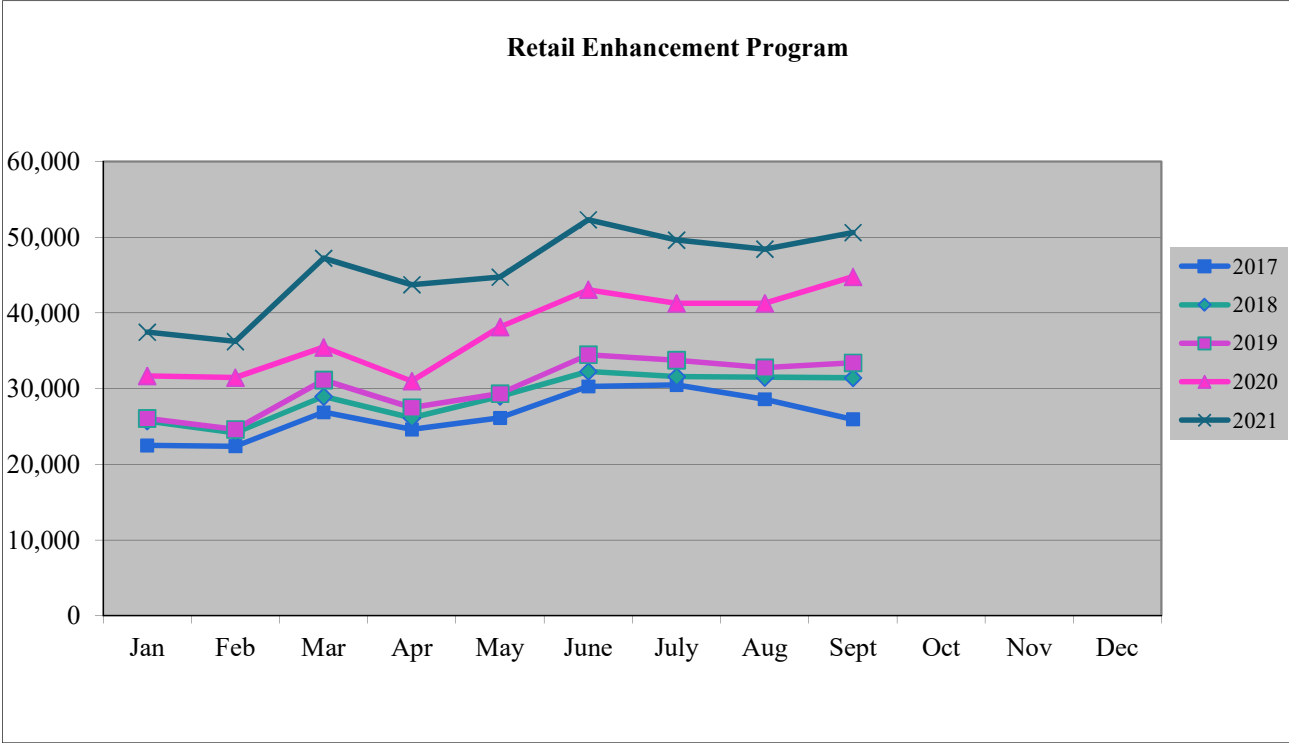
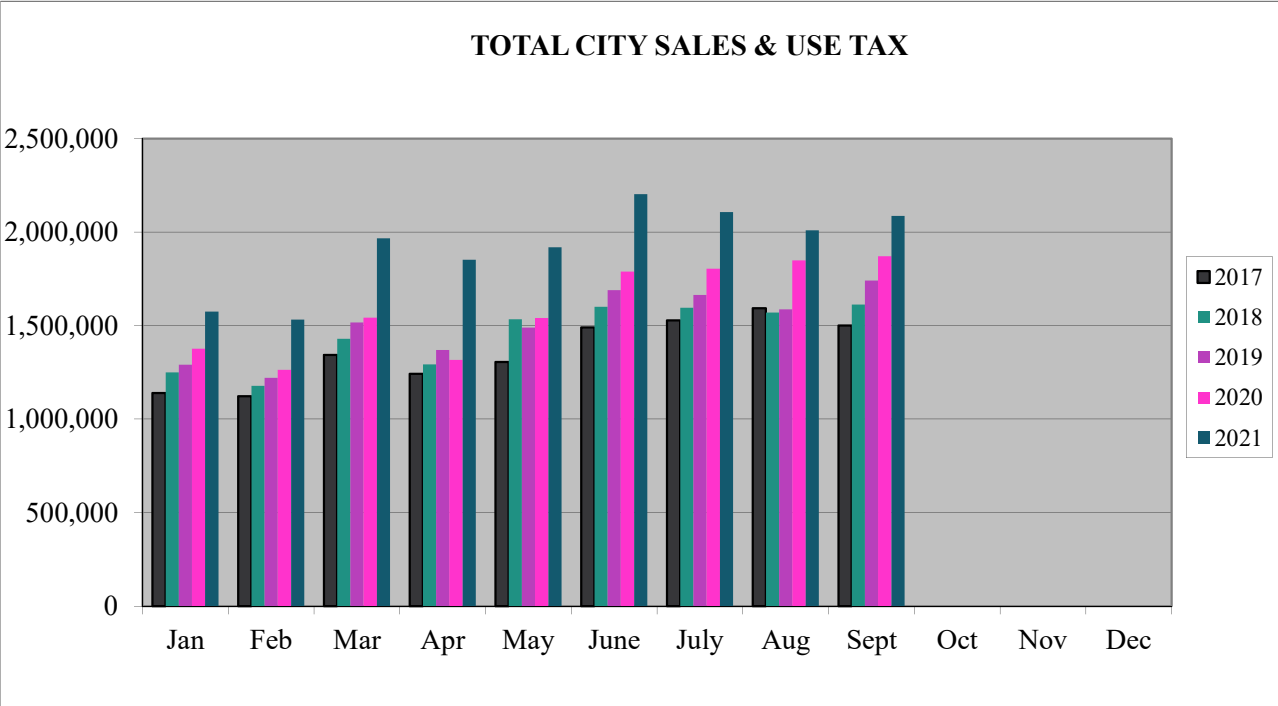
	Montrose Recreation District 0.3%		
Month	Current Year 2021	Prior Year 2020	% of Increase/ Decrease
Jan	158,429	139,852	13.3%
Feb	153,850	127,345	20.8%
Mar	200,342	151,401	32.3%
Apr	185,847	136,016	36.6%
May	202,002	164,739	22.6%
June	221,266	183,266	20.7%
July	218,237	176,598	23.6%
Aug	201,620	177,152	13.8%
Sept	209,452	188,567	11.1%
Oct			
Nov			
Dec*			
YTD Total	1,751,045	1,444,936	21.2%

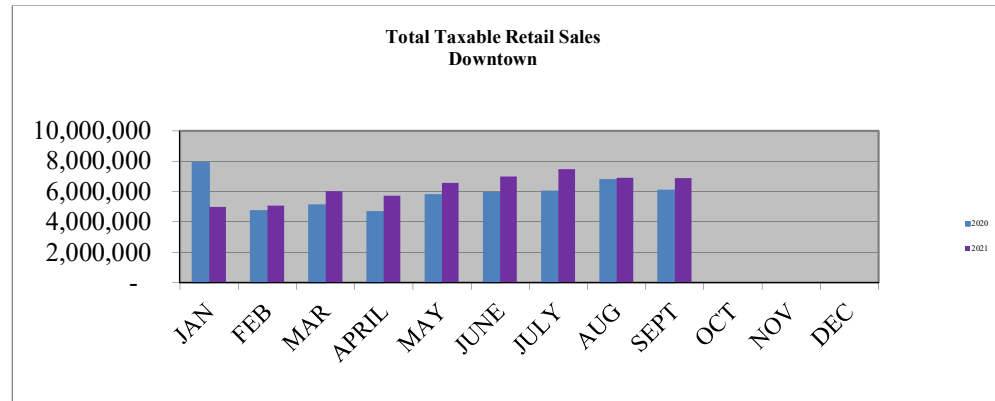
	PSST 0.58%			PSST Budget	
Month	Current Year 2021	Prior Year 2020	% of Increase/ Decrease	Budget 2021	Variance 2021
Jan	306,297	266,270	15.0%	240,667	27.3%
Feb	297,444	245,854	21.0%	223,573	33.0%
Mar	387,339	290,743	33.2%	262,830	47.4%
Apr	420,768	261,461	60.9%	242,255	73.7%
May	390,545	296,593	31.7%	274,045	42.5%
June	427,792	347,302	23.2%	323,805	32.1%
July	421,939	350,564	20.4%	304,182	38.7%
Aug	389,810	356,093	9.5%	323,703	20.4%
Sept	404,949	360,135	12.4%	330,255	22.6%
Oct					
Nov					
Dec*					
YTD Total	3,446,883	2,775,015	24.2%	2,525,315	36.5%

	Retail Enhancement Program		
Month	Current Year 2021	Prior Year 2020	% of Increase/ Decrease
Jan	37,459	31,685	18.2%
Feb	36,231	31,451	15.2%
Mar	47,245	35,475	33.2%
Apr	43,737	30,999	41.1%
May	44,735	38,168	17.2%
June	52,329	43,065	21.5%
July	49,628	41,260	20.3%
Aug	48,433	41,275	17.3%
Sept	50,606	44,767	13.0%
Oct			
Nov			
Dec*			
YTD Total	410,403	338,145	21.4%

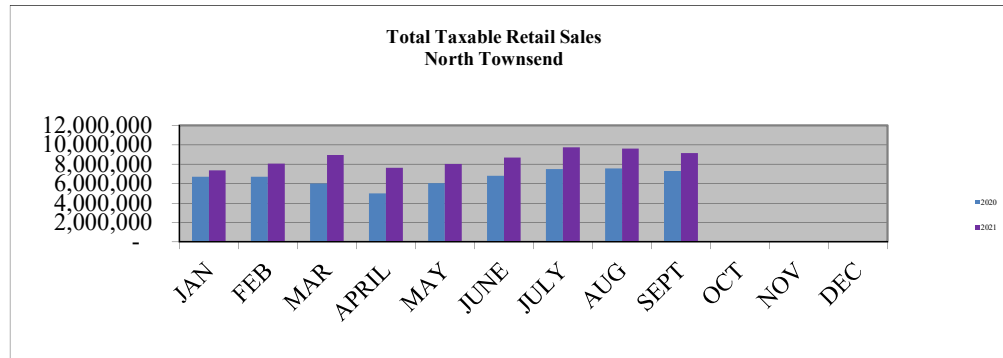
	Hotel Excise Tax 0.90%			Restaurant Excise Tax 0.80%			Total Collected Hotel & Restaurant Tax			Hotel & Restaurant Budget	
	<i>Current</i>	<i>Prior</i>	<i>% of</i>	<i>Current</i>	<i>Prior</i>	<i>% of</i>	<i>Current</i>	<i>Prior</i>	<i>% of</i>	<i>Budget</i>	<i>Budget</i>
Month	<i>Year</i>	<i>Year</i>	<i>Increase/ Decrease</i>	<i>Year</i>	<i>Year</i>	<i>Increase/ Decrease</i>	<i>Year</i>	<i>Year</i>	<i>Increase/ Decrease</i>	<i>Budget</i>	<i>Variance</i>
	2021	2020	Decrease	2021	2020	Decrease	2021	2020	Decrease	2021	2021
Jan	4,738	5,730	-17.3%	37,097	36,572	1.4%	41,835	42,302	-1.1%	42,075	-0.6%
Feb	5,708	5,344	6.8%	35,916	33,931	5.9%	41,624	39,275	6.0%	39,066	6.5%
Mar	7,327	3,556	106.0%	46,125	30,573	50.9%	53,452	34,129	56.6%	32,665	63.6%
Apr	7,655	3,575	114.1%	44,491	27,414	62.3%	52,146	30,989	68.3%	29,708	75.5%
May	10,921	4,766	129.1%	47,843	37,607	27.2%	58,764	42,373	38.7%	38,308	53.4%
June	20,872	8,523	144.9%	51,288	40,903	25.4%	72,160	49,426	46.0%	47,435	52.1%
July	21,355	13,492	58.3%	56,247	44,896	25.3%	77,602	58,388	32.9%	58,750	32.1%
Aug	18,436	15,125	21.9%	53,934	45,180	19.4%	72,370	60,305	20.0%	60,810	19.0%
Sept	18,436	16,073	14.7%	50,063	44,530	12.4%	68,499	60,603	13.0%	61,169	12.0%
Oct											
Nov											
Dec											
YTD	115,448	76,184	51.5%	423,004	341,607	23.8%	538,452	417,791	28.9%	409,986	31.3%



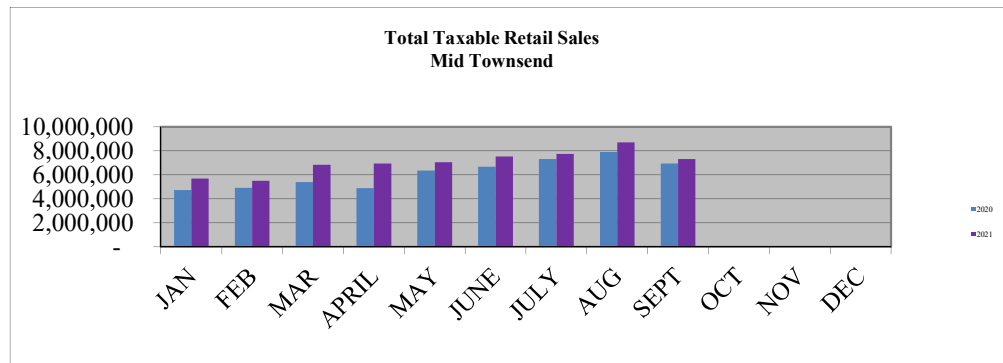




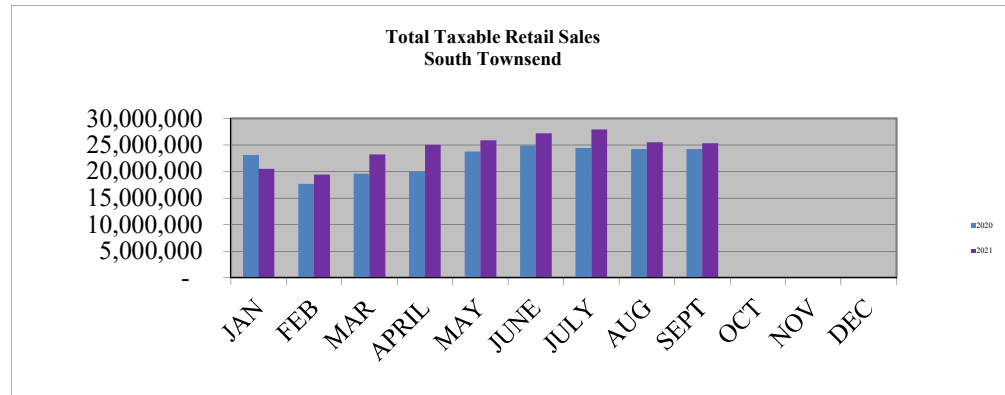
AREA 1: DOWNTOWN BOUNDARY



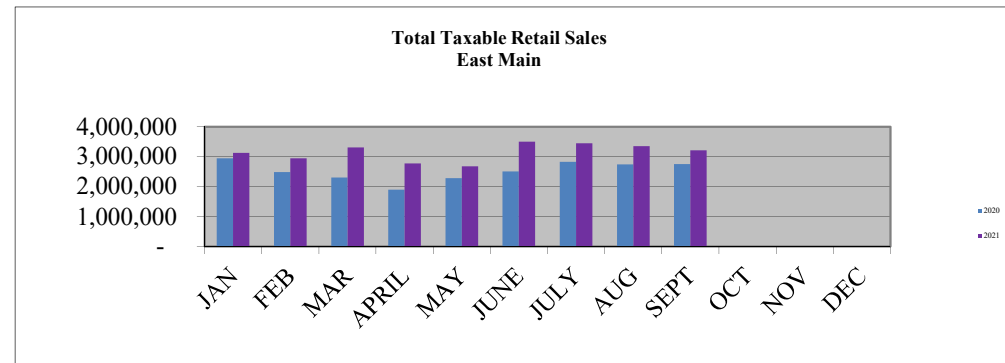
AREA 2: *NORTH CITY LIMIT TO NORTH 2ND STREET



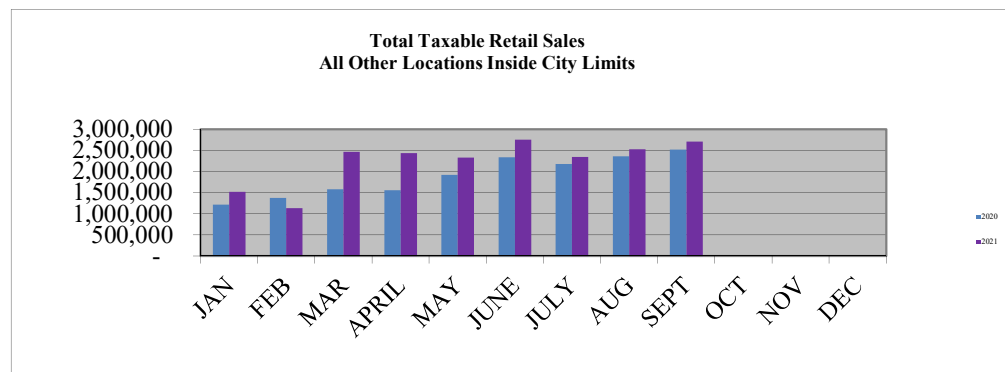
AREA 3: MID TOWNSEND SOUTH 2ND STREET TO E OAK GROVE RD



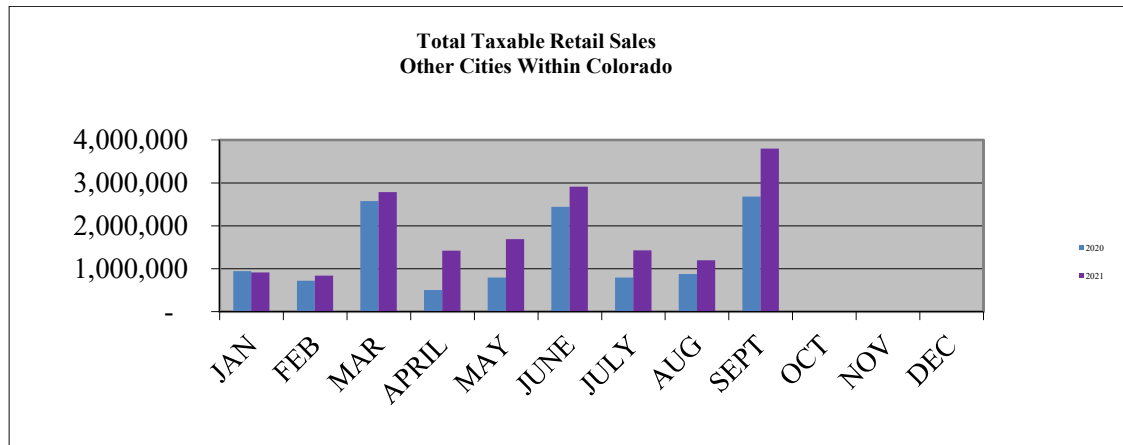
AREA 4: SOUTH TOWNSEND E OAK GROVE RD TO SOUTH CITY LIMIT



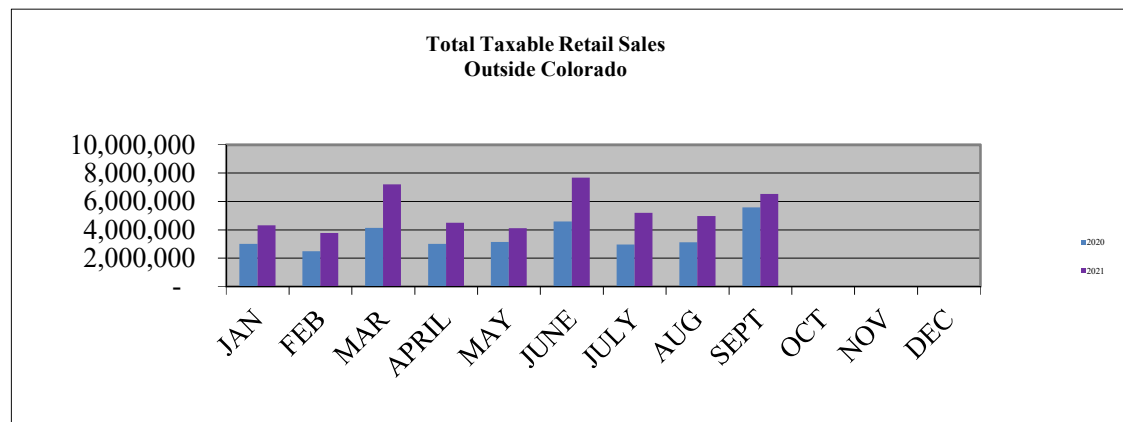
AREA 5: EAST MAIN SAN JUAN AVENUE TO EAST CITY LIMIT



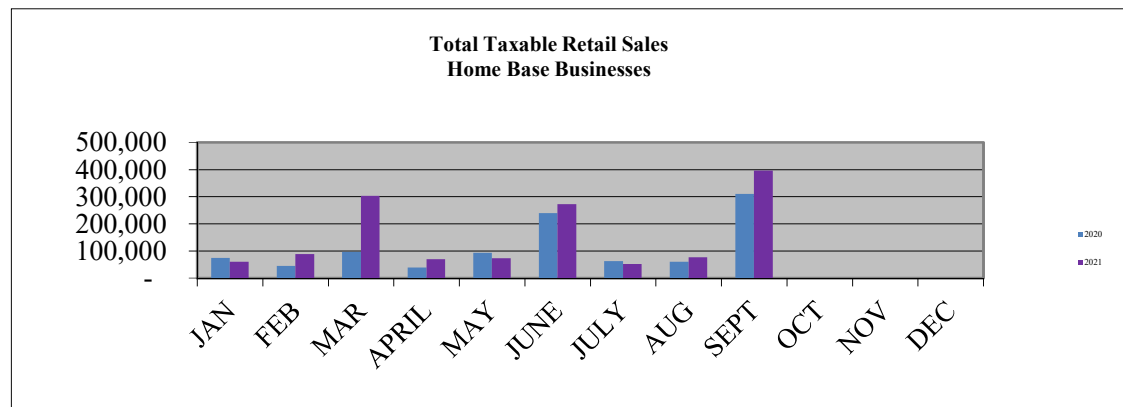
AREA 6: ALL OTHER LOCATIONS INSIDE CITY LIMITS OF MONTROSE



AREA 7: OTHER CITIES WITHIN COLORADO



AREA 8: OUTSIDE COLORADO



AREA 9: HOME BASE BUSINESSES

City of Montrose Quarterly Budget Report

Third Quarter Ending September 30, 2021

November 16, 2021

The attached Financial Report represents **unaudited** revenues and expenditures as of the end of the third quarter of 2021 with a comparison to the budget.

The main operating fund of the city is the General Fund and revenues have been collected at 103.5% and 68.9% of the budget has been expended. Sales and Use Taxes at 3% comprise more than 75% of the total revenue in the General Fund and no mill levy is assessed. Compared to September of 2020, retail sales tax collections and total sales and use tax collections increased 20.1% and 20.2% respectively.

On November 5, 2019, the voters approved an increase of .58% to the sales and use tax rate to fund public safety. Compared to September of 2020 sales and use tax for the Public Safety fund increased 24.2%. Public safety revenues have been collected at 81.7% and 63.0% has been expended in 2021.

On April 1, 2014 voter's approved an additional .3% sales and use tax to be collected by the city which has been used by the Montrose Recreation District to fund the new community recreation center on Woodgate Road. Collections for 2021 through September total \$1,751,045 which is a 21.2% increase over 2020 collections.

The following capital projects were budgeted in the Governmental Funds for 2021. These projects are all in process:

- New Public safety Building – 2021 is the second year of this multi-year project
- Cerise Park Amphitheater Construction - completed
- Construction phase of Woodgate Road Alignment, General Sidewalk Replacement and ADA program
- Birch Street Bridge Replacement – Year 1

	Revenues collected YTD compared to Budget for 2021	Expenses paid YTD compared to Budget for 2021
Water Fund	100.8%	66.2%
Sewer Fund	87.3%	49.9%
Trash & Recycling Fund	71.0%	67.5%
Black Canyon Golf Course	110.7%	96.3%

Water Fund Capital improvement projects include:

- Valve and hydrant replacement
- Sunset Mesa Storage Tank construction
- PRV upgrade and monitoring equipment
- Cerro diversion structure
- Cerise Park Waterline (Year 2)

Sewer Fund Capital improvement projects include:

- Sewer rehabilitation/replacement
- Manhole rehabilitation & H2S lining
- Lift station elimination
- Woodgate Subdivision sewer rebuild – Year 2

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

UNAUDITED

Treasurer's Report
September 30, 2021

Description	Checking	Savings	CD's	Total	**Restricted Funds	Available Totals
General Fund	1,521,700.69	14,152,142.29	2,085,157.50	17,759,000.48	297,605.27	17,461,395.21
Public Safety Fund	1,953,703.65	1,801,564.22		3,755,267.87		3,755,267.87
Retail Sales Enhancement	188,928.07	125,099.33		314,027.40	314,027.40	
Tourism	8,414.47	768.11	20,869.90	30,052.48	30,052.48	
Water Fund	654,998.44	6,118,344.81	654,955.05	7,428,298.30	-	7,428,298.30
Sewer Fund	314,539.10	1,508,074.77	1,170,901.99	2,993,515.86		2,993,515.86
Trash/Recycling Fund	69,233.40	463,117.62	-	532,351.02		532,351.02
Black Canyon Golf Course	165,926.79			165,926.79		165,926.79
Fleet Management Fund	676,643.42	1,099,523.62	529,047.00	2,305,214.04		2,305,214.04
Information Services Fund	78,134.29	689,997.18		768,131.47		768,131.47
Health/Dental Mgmt	772,702.20	2,879,170.07		3,651,872.27		3,651,872.27
Facilities Management Fund	224,890.41	61,382.06		286,272.47		286,272.47
Total Operating	6,629,814.93	28,899,184.08	4,460,931.44	39,989,930.45	641,685.15	39,348,245.30
Downtown Improvement	65,723.22	40,614.99	-	106,338.21	106,338.21	
Downtown Opportunity Loan	54,024.21			54,024.21	54,024.21	
Greater Montrose Loan	4,387.37	77,731.20		82,118.57	82,118.57	
Public Education Government	54,127.68	50,044.87	-	104,172.55	104,172.55	
Surplus & Deficiency Fund	13,810.62	-	50,968.06	64,778.68	64,778.68	
Conservation Trust	5,148.74	490,553.72		495,702.46	495,702.46	
Pavilion Capital	6,286.42			6,286.42	6,286.42	
Montrose Urban Renewal	(1,633,826.36)	-		(1,633,826.36)	(1,633,826.36)	
Special Benefit Fund	116,878.05	150,386.73	-	267,264.78	267,264.78	
2010 Excise Tax Bonds	271,117.06			271,117.06	271,117.06	
EDA Fireflow Loan	-			-	-	
Demoret Trust	161.90	2,050.49	326,972.41	329,184.80	329,184.80	
Cemetery Perpetual	115.98	120,041.24		120,157.22	120,157.22	
SID Revolving	128,681.31	427,879.74	203,479.61	760,040.66	760,040.66	
Grand/Rio Grande	1,385.08	1,185,609.71	249,639.16	1,436,633.95	1,436,633.95	
Capital Improvements	77,977.62	2,735,771.41	-	2,813,749.03	2,813,749.03	
Civic Campus Upgrades	252,241.91	439,609.73		691,851.64	691,851.64	
Total Non-Operating	(581,759.19)	5,720,293.83	831,059.24	5,969,593.88	5,969,593.88	
Grand Total	6,048,055.74	34,619,477.91	5,291,990.68	45,959,524.33	6,611,279.03	39,348,245.30

*CD's are available upon maturity.

**Restricted funds are in accordance with Council action, grant, State or Federal Mandate.

Savings Interest Rate .82%

CD Interest Rate Ave is 1.17% Range .96% to 1.70%

CITY OF MONTROSE
REVENUE & EXPENDITURE SUMMARY
as of September 30, 2021 - unaudited

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GENERAL FUND					
REVENUE					
TAXES (SALES & FRANCHISE)	2,588,425	20,044,483	21,571,900	1,527,417	92.9%
LICENSES & PERMITS	45,627	721,401	458,200	(263,201)	157.4%
INTERGOVERNMENTAL REVENUES	198,669	3,334,446	1,089,577	(2,244,869)	306.0%
CHARGES FOR SERVICES	4,559	58,539	54,700	(3,839)	107.0%
PAVILION REVENUES	343	4,315	118,000	113,685	3.7%
BASEBALL REVENUES	-	16,797	13,200	(3,597)	127.2%
FINES & FORFEITURES	7,455	106,130	166,300	60,170	63.8%
LEASES & RENTAL OF CITY FACILITIES	7,290	203,269	119,600	(83,669)	170.0%
TRANSFERS FROM OTHER FUNDS	46,799	421,189	601,000	179,811	70.1%
INCOME FROM INVESTMENTS	1,348	15,274	113,900	98,626	13.4%
OTHER FINANCING SOURCES	83	750	1,000	250	75.0%
TOTAL REVENUE	2,900,597	24,926,593	24,307,377		103.5%
TRANSFER FROM RESERVES			2,666,192		
TOTAL REVENUE AND RESERVES	2,900,597	24,926,593	26,973,569		
EXPENDITURES					
CITY COUNCIL	7,549	118,740	152,399	33,659	77.9%
YOUTH COUNCIL	-	508	4,750	4,242	10.7%
ECONOMIC DEVELOPMENT & COMMUNITY PROG	-	190,500	284,000	93,500	67.1%
CITY ATTORNEY	28,555	290,210	442,440	152,230	65.6%
CITY MANAGER	27,658	237,165	296,396	59,231	80.0%
COMMUNICATIONS	8,186	90,175	129,001	38,826	69.9%
COMPETITIVE SPORTS	2,707	42,927	72,164	29,237	59.5%
HUMAN RESOURCES	28,373	248,724	402,344	153,620	61.8%
PAVILION	42,814	409,768	598,970	189,201	68.4%
GEOGRAPHIC INFORMATION SERVICE	24,278	228,505	324,163	95,658	70.5%
FINANCE	48,790	561,544	774,512	212,968	72.5%
MUNICIPAL COURT	19,778	185,304	255,135	69,831	72.6%
TEEN COURT	-	-	8,190	8,190	0.0%
PLANNING	23,748	200,920	238,648	37,728	84.2%
INNOVATION & COMM ENGAGEMENT	32,393	473,689	206,135	(267,554)	229.8%
CITY CLERK	18,252	179,197	256,650	77,453	69.8%
BUILDING	23,111	230,617	340,986	110,369	67.6%
ENGINEERING	29,835	206,335	259,615	53,280	79.5%
PUBLIC WORKS ADMIN	25,190	210,885	368,312	157,428	57.3%
STREETS	240,083	1,805,588	2,394,307	588,720	75.4%
STREET CLEANING	17,833	160,332	363,096	202,764	44.2%
PARKS	157,726	1,023,442	1,551,081	527,639	66.0%
TREE PROGRAM	1,395	7,889	20,000	12,111	39.4%
SUNSET MESA MAINTENANCE	19,584	225,924	150,804	(75,120)	149.8%
CEMETERY	14,299	91,418	154,338	62,920	59.2%
TRANSFERS TO PUBLIC SAFETY AND MRD	1,297,974	11,059,468	16,698,056	5,638,588	66.2%
INSURANCE AND GF FLEET LEASE	6,826	104,886	227,076	122,190	46.2%
TOTAL EXPENDITURES	2,147,004	18,584,408	26,973,569		68.9%
REVENUE OVER(UNDER) EXP.	753,593	6,342,184	0		

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
PUBLIC SAFETY FUND					
REVENUE					
SALES AND USE TAXES	411,752	3,424,890	3,475,300	50,410	98.5%
GRANTS	6,250	56,825	78,000	21,175	72.9%
CHARGES FOR SERVICES	6,401	65,433	100,100	34,667	65.4%
INSURANCE CLAIMS AND DONATIONS	-	2,352	41,800	39,448	5.6%
INTEREST INCOME	44	1,104	1,000	(104)	110.4%
TRANSFER FROM GENERAL FUND	637,945	5,741,507	7,655,343	1,913,836	75.0%
DRUG TASKFORCE	1,744	17,776	45,000	27,224	39.5%
TOTAL REVENUE	1,064,137	9,309,890	11,396,543		81.7%
TRANSFER FROM RESERVES	-		149,360		
TOTAL REVENUE AND RESERVES	1,064,137	9,309,890	11,545,903		
EXPENDITURES					
POLICE PATROL	652,391	4,716,805	7,619,071	2,902,266	61.9%
POLICE ADMINISTRATION	164,877	1,579,429	2,502,665	923,236	63.1%
DRUG TASKFORCE	26,383	296,488	425,962	129,474	69.6%
CODE ENFORCEMENT	20,582	83,078	114,444	31,367	72.6%
POLICE ACADEMY	10,269	138,467	203,086	64,619	68.2%
ANIMAL SERVICES	49,567	455,017	680,674	225,657	66.8%
TOTAL EXPENDITURES	924,069	7,269,284	11,545,903		63.0%
REVENUE OVER/UNDER EXP	140,068	2,040,606	0		
RETAIL SALES ENHANCEMENT FUND					
REVENUE					
TAXES	50,606	410,402	428,000	17,598	95.9%
GRANTS	-	2,624	2,500	(124)	104.9%
OTHER REVENUE	6,703	8,169	10,000		
TRANSFER FROM GENERAL FUND	2,434	21,905	47,207		
TRANSFER FROM RESERVES					
TOTAL REVENUE	59,743	443,100	487,707	17,474	90.9%
EXPENDITURES					
DART/BUSINESS OPERATIONS	42,946	387,826	459,339	71,513	84.4%
MONTROSE UNIVERSITY	2,000	3,094	8,600	5,506	36.0%
TOTAL EXPENDITURES	44,946	390,920	467,939	77,019	
REVENUE OVER(UNDER) EXP.	14,797	52,180	19,768		
DOWNTOWN IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	28	28	-	(28)	
OTHER REVENUES	0	8,313	-	(8,313)	
TOTAL REVENUE	28	8,341	-		
TRANSFER FROM RESERVE		1,275	50,000		
TOTAL REVENUE AND RESERVES	28	9,616	50,000		
EXPENDITURES					
DOWNTOWN DEVELOPMENT AUTH	1	1,276	50,000	48,724	2.6%
PUBLIC ART EXPERIENCE	-	-	-	-	
TOTAL EXPENDITURES	1	1,276	50,000	48,724	
REVENUE OVER(UNDER) EXP.	28	8,340	-		
DOWNTOWN OPPORTUNITY FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	-	-	
PRINCIPAL & INTEREST PAYMENTS	9,740	14,925	14,475	(450)	103.1%
TRANSFER FROM RESERVES				-	
TOTAL REVENUE	9,740	14,925	14,475	(450)	
EXPENDITURES					
DOWNTOWN OPPORTUNITY FUND	-	-	-	-	
REVENUE OVER(UNDER) EXP.	9,740	14,925	14,475		

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
GREATER MONTROSE LOAN FUND					
REVENUE					
PRINCIPAL & INTEREST PAYMENTS	679	4,072	6,600	2,528	61.7%
INCOME FROM INVESTMENTS	3	65	-	-	
TOTAL REVENUE	681	4,137	6,600	2,528	
TRANSFER FROM RESERVE	-	-	33,400		
TOTAL REVENUE AND RESERVES	681	4,137	40,000		
EXPENDITURES	-	-	40,000		0.0%
REVENUE OVER(UNDER) EXP.	681	4,137	-		
PUBLIC/EDUCATION/GOVERNMENT					
REVENUE					
PEG FEE	-	11,235	16,000	4,765	70.2%
INTEREST INCOME	2	39	500	461	
TOTAL REVENUE	2	11,274	16,500	5,226	68.3%
TRANSFER FROM RESERVE	196	0	6,384		
TOTAL REVENUE AND RESERVES	198	11,274	22,884	-	49.3%
EXPENDITURES	200	4,442	22,884	18,442	19.4%
REVENUE OVER(UNDER) EXP.	(2)	6,832	-		
SURPLUS & DEFICIENCY FUND					
INTEREST INCOME	-	-	1,000	1,000	0.0%
TRANSFER FROM RESERVES					
TOTAL REVENUE	-	-	1,000	1,000	
TRANSFER TO AMPHITHEATER PROJECT	-	-	-	-	
REVENUE OVER(UNDER) EXP.	-	-	1,000		
CONSERVATION TRUST FUND					
REVENUE					
LOTTERY REVENUE	26,959	89,465	100,000	10,535	89.5%
INCOME FROM INVESTMENTS	7	171	5,000	4,829	3.4%
TRANSFER FROM RESERVES			315,000		
TOTAL REVENUE	26,966	89,636	420,000	15,364	21.3%
EXPENDITURES					
CONSERVATION TRUST	-	-	420,000	420,000	
REVENUE OVER(UNDER) EXP.	26,966	89,636	-		
MURA - COLORADO OUTDOORS					
REVENUE					
INTERGOVERNMENTAL REVENUES	16	910,745	200,000	(710,745)	455.4%
INTEREST INCOME	1	40	2,500	2,460	1.6%
OTHER FINANCING SOURCES	-	-	-	-	
TOTAL REVENUE	17	910,785	202,500	(708,285)	
EXPENDITURES					
PROFESSIONAL FEES	334,280	369,909	-	(369,909)	
TRAIL DEVELOPMENT - RIVER	-	-	-	-	
UNCOMPAHGRE RIVER WORK	273	493,879	800,000	306,121	61.7%
BUSINESS DEVELOPMENT - PUBLIC IMP	47,064	684,063	-	(684,063)	
TOTAL EXPENDITURES	381,617	1,547,851	800,000	(747,851)	
REVENUE OVER(UNDER)EXP.	(381,600)	(637,065)	(597,500)	39,565	

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
SPECIAL BENEFIT FUND					
REVENUE					
GRANTS	-	-	-	-	
CHARGES FOR SERVICES	-	22,050	37,000	14,950	59.6%
DONATIONS FROM THE COMMUNITY	614	10,849	68,300	57,451	15.9%
INTEREST INCOME	2	39	300	261	13.0%
TRANSFER FROM RESERVE		-		-	
TOTAL REVENUES	616	32,938	105,600	72,662	31.2%
EXPENDITURES					
CARE OF ANIMALS	239	34,893	64,512	29,619	54.1%
SUNSET MESA IMPROVEMENTS	-	-	-	-	
TOTAL EXPENDITURES	239	34,893	64,512	29,619	54.1%
REVENUE OVER(UNDER) EXP.	377	(1,955)	41,088		
TOURISM PROMOTIONAL FUND					
REVENUE					
EXCISE TAX	68,657	542,302	546,500	4,198	99.2%
SPECIAL EVENTS	-	-	1,000	1,000	0.0%
VISITOR GUIDE AD/MERCHANDISE SALES	2,066	16,346	9,500	(6,846)	172.1%
INTEREST INCOME	2	390	1,000	610	39.0%
TOTAL REVENUE	70,725	559,039	558,000	(1,039)	100.2%
TRANSFER FROM RESERVES		85,914	245,152		
TOTAL REVENUE AND RESERVES	70,725	644,953	803,152		80.3%
EXPENDITURES					
MARKETING	22,138	461,517	499,981	38,463	92.3%
VISITOR CENTER OPERATIONS	6,162	74,105	118,780	44,675	62.4%
SPECIAL EVENT OPERATIONS	9,617	91,225	152,737	61,512	59.7%
SPORTS TOURISM	2,304	18,106	31,654	13,548	57.2%
TOTAL EXPENDITURES	40,222	644,953	803,152	158,199	80.3%
REVENUE OVER(UNDER) EXP.	30,503	(0)	0		
GENERAL DEBT SERVICE					
REVENUE					
OTHER FINANCING SOURCES	119,365	1,074,286	1,193,651	119,365	90.0%
EXPENDITURES					
2010 EXCISE TAX REVENUE BONDS	313,929	912,754	1,193,651	280,897	76.5%
REVENUE OVER(UNDER) EXP.	(194,564)	161,532	-		
DEMORET TRUST FUND					
REVENUE					
INCOME FROM INVESTMENTS	14	2,517	100	(2,417)	2517.0%
TRANSFER FROM RESERVES		22,483	24,900		
TOTAL REVENUE AND RESERVES	14	25,000	25,000	(2,417)	
EXPENDITURES					
DEMORET TRUST FUND	-	25,000	25,000		
REVENUE OVER(UNDER) EXP.	14	0	-		
CEMETERY PERPETUAL CARE FUND					
REVENUE					
CHARGES FOR SERVICES	-	400	2,000	1,600	20.0%
INCOME FROM INVESTMENTS	2	52	1,000	948	5.2%
TOTAL REVENUE	2	452	3,000	2,548	15.1%
EXPENDITURES					
CEMETERY PERPETUAL CARE	83	750	1,000	250	75.0%
REVENUE OVER(UNDER) EXP.	(81)	(298)	2,000		

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
SPECIAL IMPROVEMENTS REVOLVING					
REVENUE					
MONTHLY PRINCIPAL AND INTEREST	20,283	22,685	33,500	10,815	67.7%
INCOME FROM INVESTMENTS	18	1,804	10,000	8,196	18.0%
TOTAL REVENUE	20,301	24,489	43,500	19,011	
TRANSFER FROM RESERVES			597,500		
TOTAL REVENUE AND RESERVES	20,301	24,489	641,000		
EXPENDITURES					
COUNTY COLLECTION FEE	-	77	1,000	923	7.7%
APARTMENT WATER/SEWER INFRASTRUCTURE	-	-	640,000	640,000	
TOTAL EXPENDITURES	-	77	641,000	640,923	
REVENUE OVER(UNDER) EXP.	20,301	24,411	-		
CAPITAL IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	85,000	85,000	
GRANT MATCH FROM OTHER ENTITIES	-	237,634	-	(237,634)	
INCOME FROM INVESTMENTS	85	2,168	15,000	12,832	14.5%
TRANSFER FROM GENERAL FUND	243,766	2,398,896	6,558,498	4,159,602	36.6%
TOTAL REVENUE	243,852	2,638,697	6,658,498	4,019,801	39.6%
TRANSFER FROM RESERVES		1,590,846	1,549,806	(41,040)	
TOTAL REVENUE AND RESERVES	243,852	4,229,543	8,208,304		
EXPENDITURES					
CURB/GUTTER/SIDEWALK	22,156	114,789	155,000	40,211	74.1%
CAPITAL IMPROVEMENTS	52,484	1,747,700	5,273,304	3,525,604	33.1%
CONNECT TRAIL	-	5,727	-	(5,727)	
BALDRIDGE PARK IMPROVEMENTS	-	2,361,327	2,780,000	418,673	84.9%
DOWNTOWN SALES TAX TIF	-	-	-	-	
TOTAL EXPENDITURES	74,640	4,229,544	8,208,304	3,978,760	51.5%
REVENUE OVER(UNDER) EXP.	169,211	(0)	-		
FACILITY IMPROVEMENT FUND					
REVENUE					
INTERGOVERNMENTAL - GRANTS	-	-	-	-	
TRANSFER FROM GENERAL FUND	22,917	281,250	275,000	(6,250)	102.3%
INTEREST INCOME	12	305	2,500	2,195	12.2%
TRANSFER FROM RESERVES					
TOTAL REVENUES	22,929	281,555	277,500	(4,055)	101.5%
EXPENDITURES					
FACILITY UPGRADES - CIVIC CAMPUS	35,290	44	-	(44)	
FACILITY UPGRADES - PUBLIC WORKS	35,247	54,870	75,000	20,130	73.2%
TOTAL EXPENDITURES	70,537	54,914	75,000	20,086	
REVENUE OVER(UNDER) EXP.	(47,608)	226,641	202,500		

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
WATER FUND					
REVENUE					
INTERGOVERNMENTAL REVENUES	-	-	7,000	7,000	0.0%
WATER REVENUES	687,688	4,937,052	5,583,194	646,142	88.4%
WATER CAPACITY FEES	16,938	307,995	253,047	(54,948)	121.7%
INCOME FROM INVESTMENTS	151	3,952	19,250	15,298	20.5%
TOTAL REVENUE	704,777	5,248,999	5,862,491	613,493	100.8%
TRANSFER FROM RESERVES	308,850	1,421,386	4,220,847		
TOTAL REVENUE AND RESERVES	1,013,627	6,670,385	10,083,338	613,493	
EXPENDITURES					
RECORDS & COLLECTION	24,712	159,508	203,907	44,399	78.2%
WATER DIST & ADMIN	800,707	6,315,797	9,684,186	3,368,389	65.2%
WATER DEBT SERVICE	188,207	195,080	195,245	166	99.9%
TOTAL EXPENDITURES	1,013,627	6,670,385	10,083,338	3,412,953	66.2%
REVENUE OVER(UNDER) EXP.	0	(0)	0		
SEWER FUND					
REVENUE					
CHARGES FOR SERVICES	1,629	17,690	18,000	310	98.3%
SEWER REVENUES	272,621	2,326,302	2,829,828	503,526	82.2%
SEWER LEASE & CAPACITY FEES	35,331	623,879	553,314	(70,565)	112.8%
INCOME FROM INVESTMENTS	917	8,494	6,500	(1,994)	130.7%
TOTAL REVENUE	310,498	2,976,366	3,407,643		87.3%
TRANSFER FROM RESERVES	45,071.00	135,213	2,086,850		
TOTAL REVENUE AND RESERVES	355,569	3,111,579	5,494,493		
EXPENDITURES					
RECORDS & COLLECTION	2,860	27,084	38,480	11,396	70.4%
SEWER LINE MAINT & ADMIN	86,021	1,563,369	3,724,170	2,160,801	42.0%
SEWER TREATMENT	112,699	982,745	1,559,046	576,302	63.0%
INDUSTRIAL PRETREATMENT	-	6,480	13,050	6,570	49.7%
SEWER DEBT SERVICE	153,988	159,611	159,746	136	99.9%
TOTAL EXPENDITURES	355,569	2,739,288	5,494,492		49.9%
REVENUE OVER(UNDER) EXP.	0	372,291	0		
TRASH & RECYCLING FUND					
REVENUE					
CHARGES FOR SERVICES	153,594	1,379,353	1,776,371	397,018	77.7%
SALE OF SUPPLIES	97	4,994	3,918	(1,076)	127.5%
INCOME FROM INVESTMENTS	14	352	4,000	3,648	
TOTAL REVENUE	153,705	1,384,699	1,784,289		71.0%
TRANSFER FROM RESERVES	-	-	164,696		
TOTAL REVENUE AND RESERVES	153,705	1,384,699	1,948,985		
EXPENDITURES					
RECORDS & COLLECTION	3,464	32,963	46,959	13,996	70.2%
SANITATION OPER & ADMIN	165,106	1,283,317	1,902,026	618,709	67.5%
TOTAL EXPENDITURES	168,570	1,316,280	1,948,985	632,705	67.5%
REVENUE OVER(UNDER) EXP.	(14,865)	68,419	(0)		

	September	YTD ACTUAL	ANNUAL BUDGET	VARIANCE	% of Budget
BLACK CANYON GOLF COURSE					
REVENUE					
GOLF ROUNDS	66,448	504,157	225,100	(279,057)	224.0%
ANNUAL MEMBERSHIPS	-	138,113	103,200	(34,913)	133.8%
OTHER SALES	11,434	93,608	127,300	33,692	73.5%
TRANSFER FROM GENERAL FUND	53,310	479,787	642,418	162,631	74.7%
TOTAL REVENUE	131,192	1,215,665	1,098,018		110.7%
EXPENDITURES					
TURF MAINTENANCE OPERATIONS	50,173	456,020	651,044	195,024	70.0%
BUSINESS OPERATIONS/CLUBHOUSE	62,724	368,873	446,974	78,101	82.5%
RUSTY PUTTER RESTAURANT	28,222	232,158	-	(232,158)	
TOTAL EXPENDITURES	141,119	1,057,051	1,098,018	40,968	96.3%
REVENUE OVER(UNDER) EXP.	(9,927)	158,614	(0)		
FLEET MANAGEMENT FUND					
REVENUE					
SHARED SERVICES	-	3,310	-	(3,310)	
CHARGES FOR SERVICE	80	2,640	-	(2,640)	
SALE OF ASSETS & EQUIPMENT USAGE	263,661	2,211,744	2,866,935	655,191	77.1%
INCOME FROM INVESTMENTS	46	4,668	-	(4,668)	
TOTAL REVENUE	263,787	2,222,362	2,866,935		77.5%
TRANSFER FROM RESERVE			68,040		
TOTAL REVENUE AND RESERVES	263,787	2,222,362	2,934,975		
EXPENDITURES					
FLEET MANAGEMENT	360,923	1,925,237	2,400,672	475,435	80.2%
REVENUE OVER(UNDER) EXP.	(97,135)	297,126	466,263		
INFORMATION SERVICES FUND					
REVENUE					
SHARED SERVICES	-	31,445	34,000	2,555	92.5%
CHARGES FOR SERVICES	129,453	1,165,258	1,553,558	388,300	75.0%
SALE OF ASSETS & EQUIPMENT USAGE	5,458	39,075	47,700	8,625	81.9%
INCOME FROM INVESTMENTS	22	531	2,000	1,469	26.6%
TRANSFER FROM RESERVES					
TOTAL REVENUE	134,933	1,236,309	1,637,258		75.5%
EXPENDITURES					
INFORMATION TECHNOLOGIES	135,569	1,175,813	1,592,766	416,954	73.8%
REVENUE OVER(UNDER) EXP.	(636)	60,496	44,492		
HEALTH & DENTAL MGMT FUND					
REVENUE					
WESTCO PREMIUMS	-	187,841	624,392	436,551	30.1%
REFUNDS & REBATES	-	11,205	7,000	(4,205)	160.1%
INCOME FROM INVESTMENTS	53	1,376	10,000	8,624	13.8%
FROM OTHER FUNDS WITHIN THE CITY	-	1,206,816	2,185,608	978,792	55.2%
TRANSFER FROM RESERVES					
TOTAL REVENUE	53	1,407,237	2,827,000		49.8%
HEALTH & DENTAL PREMIUMS & CLAIMS	3,208	1,395,985	2,805,757	1,409,772	49.8%
REVENUE OVER(UNDER) EXP.	(3,156)	11,253	21,243		
FACILITY MANAGEMENT FUND					
FACILITY LEASE REVENUE	118,915	713,490	1,426,982	713,492	50.0%
TRANSFER FROM RESERVES	22,547	147,325	13,901		
TOTAL REVENUE AND RESERVES	141,462	860,815	1,440,883		
FACILITY EXPENDITURES	141,462	860,815	1,440,883	580,068	59.7%
REVENUE OVER(UNDER) EXP.	0	(0)	(0)		