



CITY COUNCIL WORK SESSION
Monday, January 5, 2026 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be [viewed online via livestream](#) and video recordings of the meetings can be viewed on our [YouTube page](#).

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

1) DISCUSSION ITEMS

- A) Resolution Authorizing Modification of Urban Renewal Plan for Colorado Outdoors Urban Renewal Project (15 minutes)
Staff: City Manager Bill Bell
- B) Montrose Municipal Court as a Court of Record (15 minutes)
Staff: Municipal Court Judge Thomas LeClaire
- C) 2026 Annual Annexation Report and 3-Mile Plan (10 minutes)
Staff: Senior Planner William Reis
- D) Contract Amendment #2 to Authorize Construction of Improvements at the Wastewater Treatment Plant (15 minutes)
Staff: Utilities Director David Bries
- E) Sunset Mesa Tank Interior Coating Repair (10 minutes)
Staff: Utilities Director David Bries
- F) United States Environmental Protection Agency Brownfield Cleanup Grant Application Request (10 Minutes)
Staff: Community Development Director Jace Hochwalt



2) **GENERAL CITY COUNCIL DISCUSSION**

3) **STAFF COMMENTS**

CITY OF MONTROSE, COLORADO

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF MONTROSE APPROVING A MINOR
MODIFICATION OF THE URBAN RENEWAL PLAN FOR THE COLORADO
OUTDOORS URBAN RENEWAL PROJECT**

WHEREAS, the City Council of the City of Montrose approved the Urban Renewal Plan for the Colorado Outdoors Urban Renewal Project by Resolution No. 2017-01, dated February 7, 2017, as modified by a minor modification approved by Resolution No. 2017-14, dated November 7, 2017 (collectively, the “Plan”); and

WHEREAS, it is necessary and in the public interest to modify the Plan in accordance with the provisions of Section 1, below; and

WHEREAS, Section 31-25-107 of the Colorado Revised Statutes provides that the City Council may modify the Plan at any time and shall make a determination whether such modification will substantially change the Plan in land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or where such modification will substantially clarify a plan that, when approved, was lacking in specificity as to the urban renewal project or financing, as previously approved; and

WHEREAS, the proposed modification will change the Plan in land area by adding approximately 0.98 acres to the urban renewal area included in the Plan, which contains approximately 164.34 acres before such modification; and

WHEREAS, the addition of 0.98 acres to the area of the Plan increases the urban renewal area by approximately 0.60% and is not a substantial change of the area included in the Plan,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE,
COLORADO AS FOLLOWS:**

Section 1 The Urban Renewal Plan for the Colorado Outdoors Urban Renewal Project is modified by adding to the area included in the Plan the following described property:

A parcel of land in Lots 4 and 5, Section 28, Township 49 North, Range 9 West, New Mexico Principal Meridian described as beginning at a point where the North boundary line of said Lot 5 intersects the Southwesterly boundary of the City of Montrose, Colorado, thence North 40° 30' West along said City boundary 154.2 feet; thence West 170.4 feet; thence South 137 feet; thence South 55° 20' East 309 feet; thence North 62° East 150 feet to said City boundary; thence North 40° 30' along said City boundary to the point of beginning.

EXCEPT: a parcel of land described in warranty deed recorded in Book 552 at Page 880 of the records of the Clerk and Recorder of Montrose County.

City of Montrose,
State of Colorado.
Containing 0.98 acres, more or less.

Section 2 The proposed modification of the Plan described in Section 1 is found and declared to be a minor modification that will not substantially change the Plan in land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or where such modification will substantially clarify a plan that, when approved, was lacking in specificity as to the urban renewal project or financing, as previously approved.

Section 3 Because the modification of the Plan is a minor modification thereof, the approval of such modification is not subject to the requirements of Section 31-25-107 of the Colorado Revised Statutes.

Section 4 The City Manager and the City Clerk are hereby authorized to prepare, execute, and deliver all documents and exhibits necessary to effectuate the Plan modification described herein.

Section 5 This resolution is effective upon its approval by the City Council.

INTRODUCED, READ, ADOPTED AND SIGNED THIS ___ DAY OF ____, 2025.

THE CITY OF MONTROSE

Mayor

ATTEST:

City Clerk

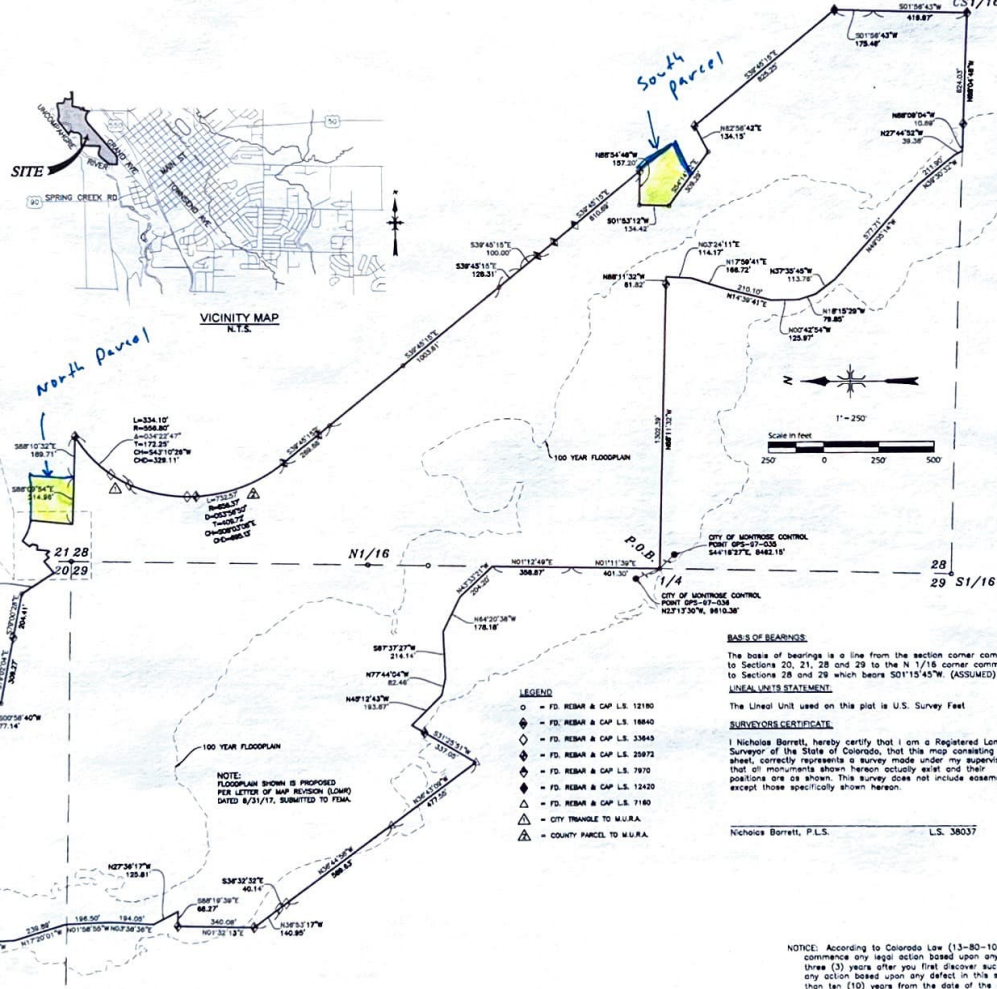
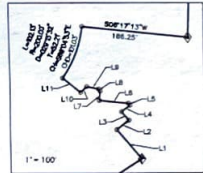
APPROVED AS TO FORM:

City Attorney

MONTROSE URBAN RENEWAL AUTHORITY BOUNDARY SURVEY

SITUATED IN SE $\frac{1}{4}$ AND NW $\frac{1}{4}$ OF SECTION 20, NW $\frac{1}{4}$, SW $\frac{1}{4}$, AND LOT 4 OF SECTION 28, N $\frac{1}{2}$ OF SECTION 29,
TOWNSHIP 49 NORTH, RANGE 9 WEST, CITY OF MONTROSE, MONTROSE COUNTY, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N01°06'59"E	69.17'
L2	S38°42'52"E	27.08'
L3	N51°50'37"E	20.35'
L4	S38°39'06"E	18.68'
L5	N51°40'01"E	4.45'
L6	N08°31'57"E	51.69'
L7	S83°42'09"E	16.90'
L8	N51°57'35"E	4.91'
L9	N12°17'25"E	21.29'
L10	N44°54'49"W	15.10'
L11	N39°55'40"E	41.36'



PROPERTY DESCRIPTION

A tract of land situated in Sections 20, 21, 28 and 29, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 28 and 29 monumented by a 2 foot diameter pipe 6 feet tall;

Thence N01°11'39"E 401.30 feet along the Section line common to said Sections 28 and 29;

Thence N01°12'49"E 358.87 feet along a Section line common to said Sections 28 and 29 to the centerline of the Uncompaghe River;

Thence leaving said section line and following the centerline of the Uncompaghe River the following 5 courses:

Thence N43°33'31"W 204.20 feet; Thence N84°20'38"W 178.18 feet; Thence S87°32'27"W 214.14 feet; Thence N77°44'04"W 82.46 feet; Thence N45°12'43"W 103.67 feet;

Thence leaving said centerline of the Uncompaghe River and running along the Northwesterly line of Lot 7 of the Replat of Lots 6 & 7 Palomina Acres Subdivision Unit 3 S31°25'51"W 337.05 feet to the Northwesterly corner of Lot 1 of Smith & Western Grove Replat;

Thence N36°43'08"W 477.55 feet along the Northeast line of said Lot 1 of Smith & Western Grove Replat to the Northwest corner of said Lot 1 of Smith & Western Grove Replat;

Thence N36°44'58"W 589.63 feet along the Northwesterly line of Block 1 of Palomina Acres Subdivision Unit 2 Amended to the Northwesterly corner of Lot 6, Block 1, Palomina Acres Subdivision Unit 2 Amended;

Thence N36°32'32"W 40.14 feet along the Northwesterly line of Block 1 of Palomina Acres Subdivision Unit 2 Amended to the Northeast corner of Lot 5, Block 1, Palomina Acres Subdivision Unit 2 Amended;

Thence N36°53'17"W 140.95 feet along the Northwesterly line of Block 1 of Palomina Acres Subdivision Unit 2 Amended to the Northeast corner of Lot 5, Block 1, Palomina Acres Sub. Unit 2;

Thence N01°32'13"E 340.08 feet along the Easterly line of Block 1 of Palomina Acres Subdivision Unit 1 Amended to the Northeast corner of Lot 1, Block 1 of Palomina Acres Subdivision Unit 1 Amended;

Thence S88°19'30"E 58.27 feet along the South line of Lot 4 of the Palomina Acres Subdivision Unit 3 Amended to the centerline of said Uncompaghe River;

Thence along the centerline of said Uncompaghe River the following 5 courses:

Thence N27°38'17"W 125.81 feet; Thence N33°38'38"E 194.05 feet; Thence N01°58'55"W 168.50 feet; Thence N17°20'01"W 239.89 feet; Thence N22°59'19"W 266.60 feet;

Thence leaving said centerline of the Uncompaghe River N87°16'10"E a 459.88 feet;

Thence N17°07'28"E 372.93 feet; Thence S68°49'48"E 230.19 feet; Thence N74°32'03"E 283.55 feet;

Thence N00°59'41"E 342.48 feet; Thence N02°27'44"E 107.99 feet; Thence N87°33'38"W 50.53 feet;

Thence 33.09 feet along a non-tangent curve to the right with a radius of 1300.00 feet, an interior angle of 143°01' and a chord of N20°46'38"W 33.00 feet;

Thence S87°56'31"E 127.81 feet; Thence S01°02'23"W 30.44 feet; Thence S01°02'38"W 701.34 feet;

Thence S00°53'38"W 250.11 feet; Thence S00°58'40"W 77.14 feet;

Thence S79°02'04"E 309.27 feet along the South line of Court Park Filing No. 2 under Reception No. 649358;

Thence S78°00'28"E 204.41 feet along the South line of said Court Park Filing No. 2;

Thence S33°41'19"E 172.12 feet along the South line of Court Park Filing No. 1 under Reception No. 627713;

Thence along the boundary line of Lot 7 of Logan Miner Subdivision the following 13 courses:

Thence N51°06'59"E 69.17 feet; Thence S38°42'52"E 27.08 feet; Thence N51°50'37"E 20.35 feet;

Thence S38°39'06"E 18.68 feet; Thence N51°40'01"E 4.45 feet; Thence N08°31'57"E 51.69 feet;

Thence S83°42'09"E 16.90 feet; Thence N51°57'35"E 4.91 feet; Thence N12°17'25"E 21.29 feet;

Thence N44°54'49"W 15.10 feet; Thence N39°55'40"E 41.36 feet;

Thence 102.13 feet along a non-tangent curve to the left with an interior angle of 291°53' a radius of 200.00 feet and a chord of S68°04'53"E 101.03 feet;

Thence S08°17'13"W 186.25 feet;

Thence S88°06'54"E 214.98 feet along the South line of Court Park Filing No. 1 under Reception No. 627713;

Thence S88°10'32"E 189.71 feet along the South line of Court Park Filing No. 1;

Thence leaving said Subdivision line and running along the Westerly Right-of-Way line of North Grand Ave. the following 7 courses:

Thence 334.10 feet along a non-tangent curve to the left with an interior angle of 342°24', a radius of 508.80 feet and a chord of S43°10'28"W 329.11 feet;

Thence 732.57 feet along the arc of a curve to the left with an interior angle of 63°56'50", a radius of 858.37 feet and a chord of S08°03'08"E 693.53 feet;

Thence S39°45'15"E 269.66 feet; Thence S39°45'15"E 1003.61 feet; Thence S39°45'15"E 126.31 feet;

Thence S39°45'15"E 100.00 feet; Thence S39°45'15"E 810.69 feet;

Thence leaving said Right-of-Way line N88°44'48"W 107.20 feet;

Thence S01°33'12"W 134.42 feet; Thence S54°14'42"E 309.29 feet;

Thence N82°58'42"E 134.15 feet to a point on the Westerly Right-of-Way line of North Grand Avenue;

Thence S39°45'15"E 825.25 feet along said Westerly Right-of-Way line of North Grand Avenue to the Westerly line of P.W. Amended Plat;

Thence S01°56'43"W 178.48 feet along the Westerly line of P.W. Amended Plat;

Thence S01°56'43"W 419.97 feet to the Southeast corner of the N/4SW/4 also being the Center-South 1/16 corner of said Section 28;

Thence N88°04'48"W 624.03 feet along the South line of the N/4SW/4 of said Section 28;

Thence N88°09'04"W 10.69 feet;

Thence N27°44'52"E a distance of 39.36 feet to the centerline of the Uncompaghe River;

Thence along the centerline of the Uncompaghe River the following 8 courses:

Thence N39°30'32"W 211.90 feet; Thence N40°05'14"W 577.71 feet;

Thence N37°35'45"W 113.78 feet; Thence N87°33'38"W 79.85 feet;

Thence N00°42'54"W 125.97 feet; Thence N41°38'41"E 210.10 feet;

Thence N17°59'41"E 166.72 feet;

Thence N03°24'11"E 114.17 feet to a point on the North line of the N/4SW/4 of said Section 28;

Thence N88°11'32"W 81.82 feet along the North line of the N/4SW/4 of said Section 28;

Thence N88°11'32"W 1302.38 feet along the North line of the N/4SW/4 of said Section 28 to the POINT OF BEGINNING.

RECORDERS CERTIFICATE

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

County Clerk & Recorder _____ by _____ Deputy

PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING

Sheet 883 of 1 of 1
Date 10/2/17
By PJI
Title 1702V BNDY
Scale 17092

MONTROSE URBAN RENEWAL AUTHORITY BOUNDARY SURVEY	
MONTROSE URBAN RENEWAL AUTHORITY	
433 S. FIRST STREET P.O. BOX 790 MONTROSE, CO 81402	
PLAT	

CITY OF MONTROSE, COLORADO

RESOLUTION NO. 2017-14

A RESOLUTION OF THE CITY OF MONTROSE APPROVING A MINOR MODIFICATION OF THE URBAN RENEWAL PLAN FOR THE COLORADO OUTDOORS URBAN RENEWAL PROJECT

WHEREAS, the City Council of the City of Montrose approved the Urban Renewal Plan for the Colorado Outdoors Urban Renewal Project (the "Plan") by Resolution No. 2017-01, dated February 7, 2017; and

WHEREAS, it is necessary and in the public interest to modify the Plan in accordance with the provisions of Section 1, below; and

WHEREAS, Section 31-25-107 of the Colorado Revised Statutes provides that the City Council may modify the Plan at any time and shall make a determination whether such modification will substantially change the Plan in land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or where such modification will substantially clarify a plan that, when approved, was lacking in specificity as to the urban renewal project or financing, as previously approved; and

WHEREAS, the proposed modification will change the Plan in land area by adding approximately 6.13 acres to the urban renewal area included in the Plan, which contains 158.21 acres before such modification; and

WHEREAS, the addition of 6.13 acres to the area of the Plan increases the urban renewal area by approximately 3.87% and is not a substantial change of the area included in the Plan,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO AS FOLLOWS:

Section 1 The Urban Renewal Plan for the Colorado Outdoors Urban Renewal Project is modified by adding to the area included in the Plan the following described property:

Parcel 1

A parcel of land in the NW ¼ of Section 28, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, described as follows:

Beginning at a point from which the NW corner of said Section 28 bears N 63°38'13" W 394.18 feet;

Thence S 88°11'11" E 46.38 feet;

Thence 95.51 feet along the arc of a non-tangent curve to the left with a radius of 595.00 feet, and an interior angle of 09°11'51", and a chord of S 30°53'54" W 95.41 feet;

Thence N 01°48'49" E 83.38 feet to the point of beginning.
Containing 1,811.71 square feet or 0.04 acres, more or less.

Parcel 2

Lot E, Justice Center Subdivision as recorded in Book 12, Page 1377 in the records of the Montrose County Clerk and Recorder,
City of Montrose,
State of Colorado.
Containing 6.09 acres, more or less.

Section 2 The proposed modification of the Plan described in Section 1 is found and declared to be a minor modification that will not substantially change the Plan in land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or where such modification will substantially clarify a plan that, when approved, was lacking in specificity as to the urban renewal project or financing, as previously approved.

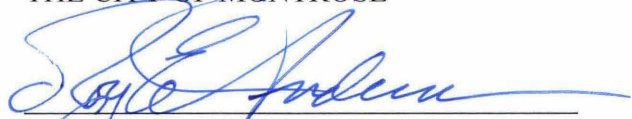
Section 3 Because the modification of the Plan is a minor modification thereof, the approval of such modification is not subject to the requirements of Section 31-25-107 of the Colorado Revised Statutes.

Section 4 The City Manager and the City Clerk are hereby authorized to prepare, execute, and deliver all documents and exhibits necessary to effectuate the Plan modification described herein.

Section 5 This resolution is effective upon its approval by the City Council.

INTRODUCED, READ, ADOPTED AND SIGNED THIS 7TH DAY OF NOVEMBER,
2017.

THE CITY OF MONTROSE



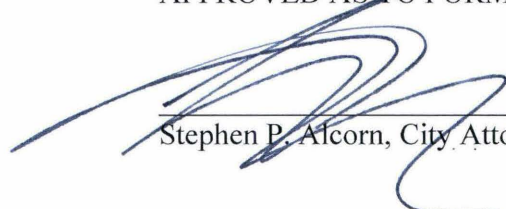
Roy E. Anderson, Mayor Pro Tem

ATTEST:

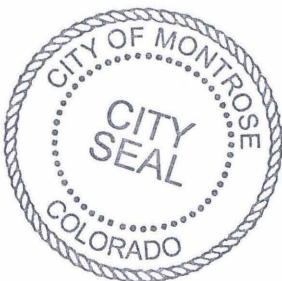


Lisa DelPiccolo, City Clerk

APPROVED AS TO FORM:

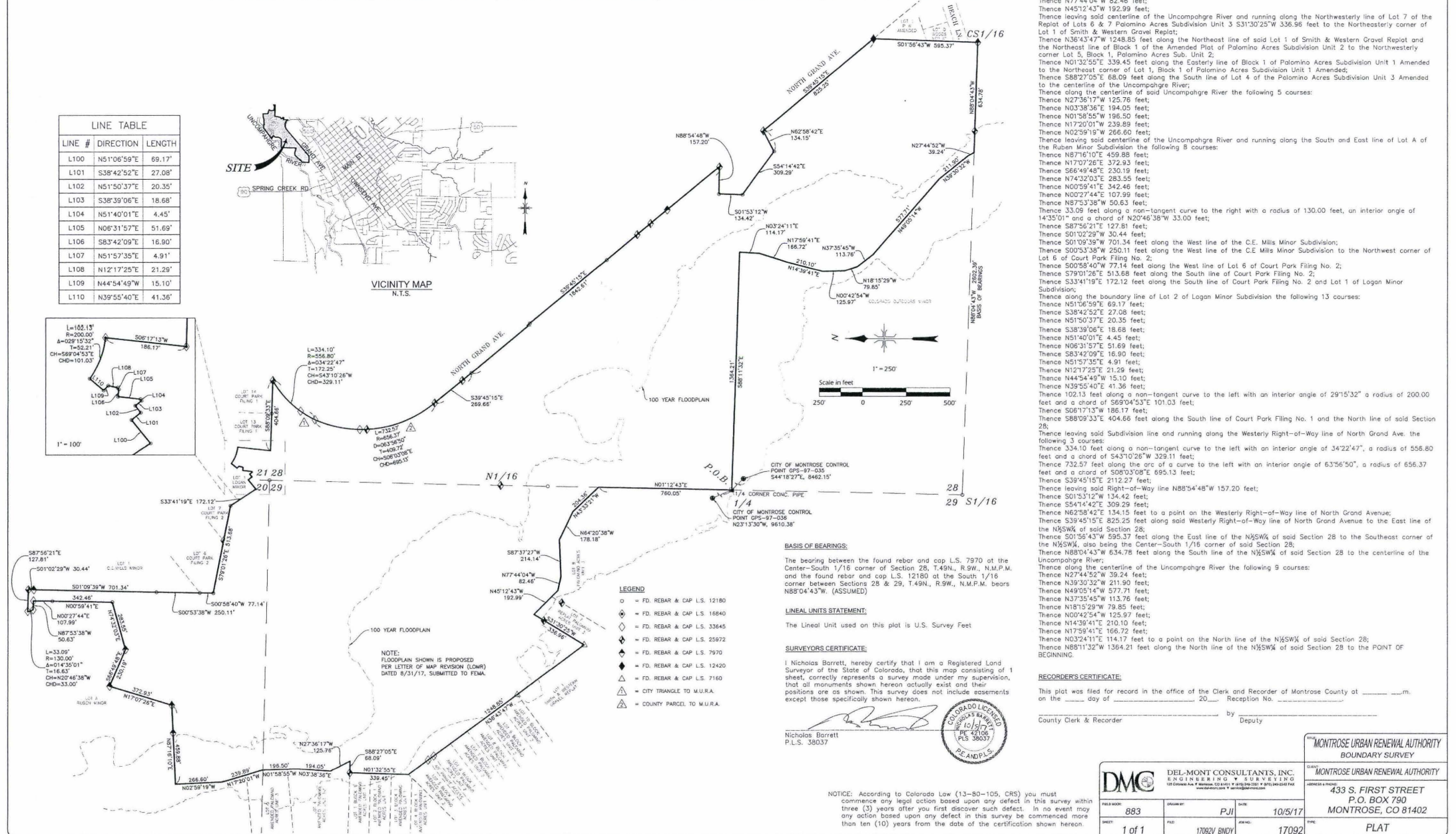


Stephen P. Alcorn, City Attorney



MONTROSE URBAN RENEWAL AUTHORITY BOUNDARY SURVEY

SITUATED IN SE $\frac{1}{4}$ AND NW $\frac{1}{4}$ OF SECTION 20, NW $\frac{1}{4}$, SW $\frac{1}{4}$, AND LOT 4 OF SECTION 28, N $\frac{1}{2}$ OF SECTION 29,
TOWNSHIP 49 NORTH, RANGE 9 WEST, CITY OF MONTROSE, MONTROSE COUNTY, STATE OF COLORADO



PROPERTY DESCRIPTION

A tract of land situated in Sections 20, 21, 28 and 29, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 28 and 29 monumented by a 2 foot diameter pipe 6 feet tall;

Thence N01°12'43"E 760.05 feet along the Section line common to said Sections 28 and 29 to the centerline of the Uncompahgre River;

Thence leaving said Section line and following the centerline of the Uncompahgre River the following 5 courses:

Thence N43°33'21"W 204.36 feet;

Thence N64°20'38"W 178.18 feet;

Thence S87°37'27"W 214.14 feet;

Thence N77°44'04"W 82.46 feet;

Thence N45°12'43"W 192.99 feet;

Thence leaving said centerline of the Uncompahgre River and running along the Northwestern line of Lot 7 of the Replat of Lots 6 & 7 Palomino Acres Subdivision Unit 3 S31°30'25"W 336.96 feet to the Northeasterly corner of Lot 1 of Smith & Western Gravel Replat;

Thence N36°43'47"W 1248.85 feet along the Northeast line of said Lot 1 of Smith & Western Gravel Replat and the Northeast line of Block 1 of the Amended Plat of Palomino Acres Subdivision Unit 2 to the Northwestern corner Lot 5, Block 1, Palomino Acres Sub. Unit 2;

Thence N01°32'55"E 339.45 feet along the Easterly line of Block 1 of Palomino Acres Subdivision Unit 1 Amended to the Northeast corner of Lot 1, Block 1 of Palomino Acres Subdivision Unit 1 Amended;

Thence S88°27'05"E 68.09 feet along the South line of Lot 4 of the Palomino Acres Subdivision Unit 3 Amended to the centerline of the Uncompahgre River;

Thence along the centerline of said Uncompahgre River the following 5 courses:

Thence N27°36'17"W 125.76 feet;

Thence N03°38'36"E 194.05 feet;

Thence N01°58'55"W 196.50 feet;

Thence N17°20'01"W 239.89 feet;

Thence N02°59'19"W 266.60 feet;

Thence leaving said centerline of the Uncompahgre River and running along the South and East line of Lot A of the Ruben Minor Subdivision the following 8 courses:

Thence N87°16'10"E 459.88 feet;

Thence N17°07'26"E 372.93 feet;

Thence S66°49'48"E 230.19 feet;

Thence N74°32'03"E 283.55 feet;

Thence N00°59'41"E 342.46 feet;

Thence N00°27'44"E 107.99 feet;

Thence N87°53'38"W 50.63 feet;

Thence 33.09 feet along a non-tangent curve to the right with a radius of 130.00 feet, an interior angle of 14°35'01" and a chord of N20°46'38"W 33.00 feet;

Thence S87°56'21"E 127.81 feet;

Thence S01°02'29"W 30.44 feet;
 Thence S01°09'39"W 701.34 feet along the West line of the C.E. Mills Minor Subdivision;
 Thence S00°53'38"W 250.11 feet along the West line of the C.E. Mills Minor Subdivision to the Northwest corner of Lot 6 of Court Park Filing No. 2;
 Thence S00°58'40"W 77.14 feet along the West line of Lot 6 of Court Park Filing No. 2;
 Thence S79°01'26"E 513.68 feet along the South line of Court Park Filing No. 2;
 Thence S33°41'19"E 172.12 feet along the South line of Court Park Filing No. 2 and Lot 1 of Logan Minor Subdivision;
 Thence along the boundary line of Lot 2 of Logan Minor Subdivision the following 13 courses:
 Thence N51°06'59"E 69.17 feet;
 Thence S38°42'52"E 27.08 feet;
 Thence N51°50'37"E 20.35 feet;
 Thence S38°39'06"E 18.68 feet;
 Thence N51°40'01"E 4.45 feet;
 Thence N06°31'57"E 51.69 feet;
 Thence S83°42'09"E 16.90 feet;
 Thence N51°57'35"E 4.91 feet;
 Thence N12°17'25"E 21.29 feet;
 Thence N44°54'49"W 15.10 feet;
 Thence N39°55'40"E 41.36 feet;
 Thence 102.13 feet along a non-tangent curve to the left with an interior angle of 29°15'32" a radius of 200.00 feet and a chord of S69°04'53"E 101.03 feet;
 Thence S06°17'13"W 186.17 feet;
 Thence S88°09'33"E 404.66 feet along the South line of Court Park Filing No. 1 and the North line of said Section 28;
 Thence leaving said Subdivision line and running along the Westerly Right-of-Way line of North Grand Ave. the following 3 courses:
 Thence 334.10 feet along a non-tangent curve to the left with an interior angle of 34°22'47", a radius of 556.80 feet and a chord of S43°10'26"W 329.11 feet;
 Thence 732.57 feet along the arc of a curve to the left with an interior angle of 63°56'50", a radius of 656.37 feet and a chord of S08°03'08"E 695.13 feet;
 Thence S39°45'15"E 2112.27 feet;
 Thence leaving said Right-of-Way line N88°54'48"W 157.20 feet;
 Thence S01°53'12"W 134.42 feet;
 Thence S54°14'42"E 309.29 feet;
 Thence N62°58'42"E 134.15 feet to a point on the Westerly Right-of-Way line of North Grand Avenue;
 Thence S39°45'15"E 825.25 feet along said Westerly Right-of-Way line of North Grand Avenue to the East line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28;
 Thence S01°56'43"W 595.37 feet along the East line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28 to the Southeast corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$, also being the Center-South 1/16 corner of said Section 28;
 Thence N88°04'43"W 634.78 feet along the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28 to the centerline of the Uncompahgre River;
 Thence along the centerline of the Uncompahgre River the following 9 courses:
 Thence N27°44'52"W 39.24 feet;
 Thence N39°30'32"W 211.90 feet;

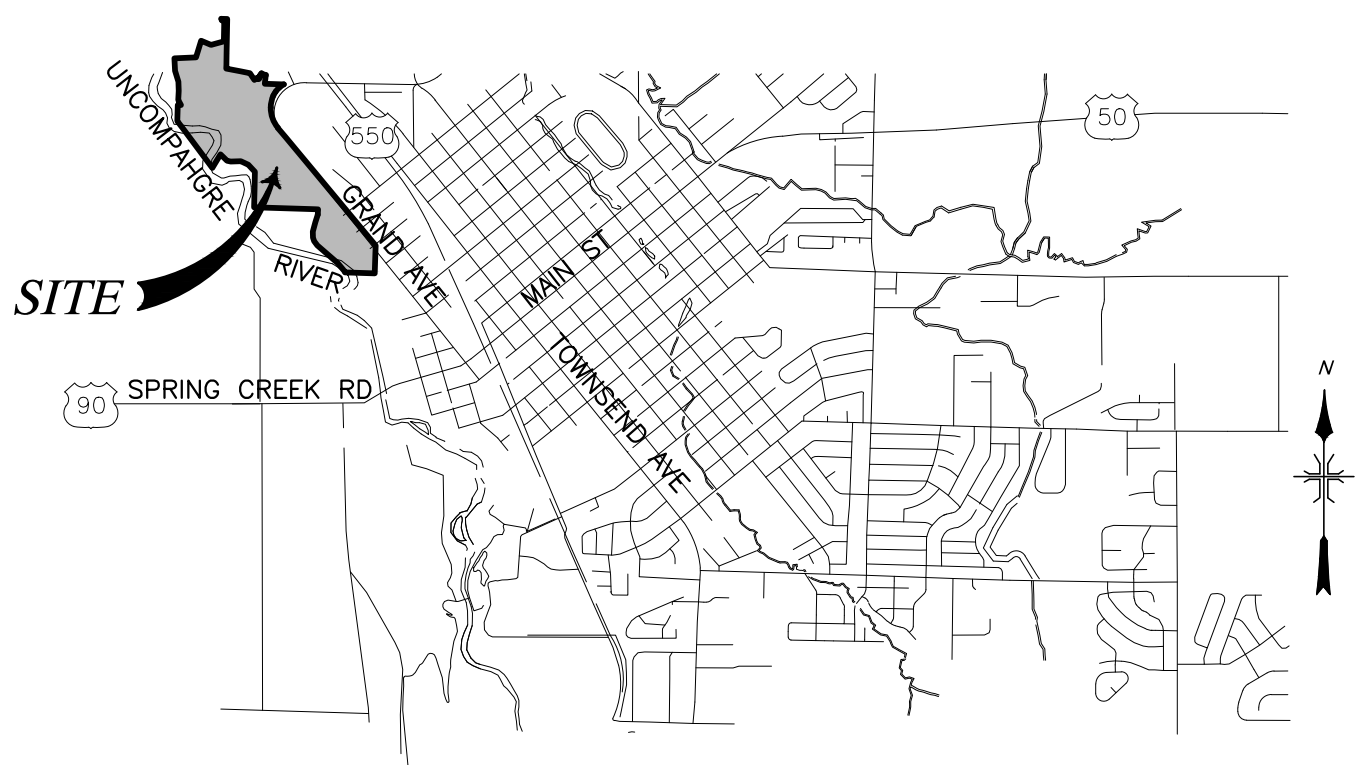
Thence N49°05'14"W 577.71 feet;
Thence N37°35'45"W 113.76 feet;
Thence N18°15'29"W 79.85 feet;
Thence N00°42'54"W 125.97 feet;
Thence N14°39'41"E 210.10 feet;
Thence N17°59'41"E 166.72 feet;
Thence N03°24'11"E 114.17 feet to a point on the North line of the N½SW¼ of said Section 28;
Thence N88°11'32"W 1364.21 feet along the North line of the N½SW¼ of said Section 28 to the
POINT OF BEGINNING.

MONTROSE URBAN RENEWAL AUTHORITY

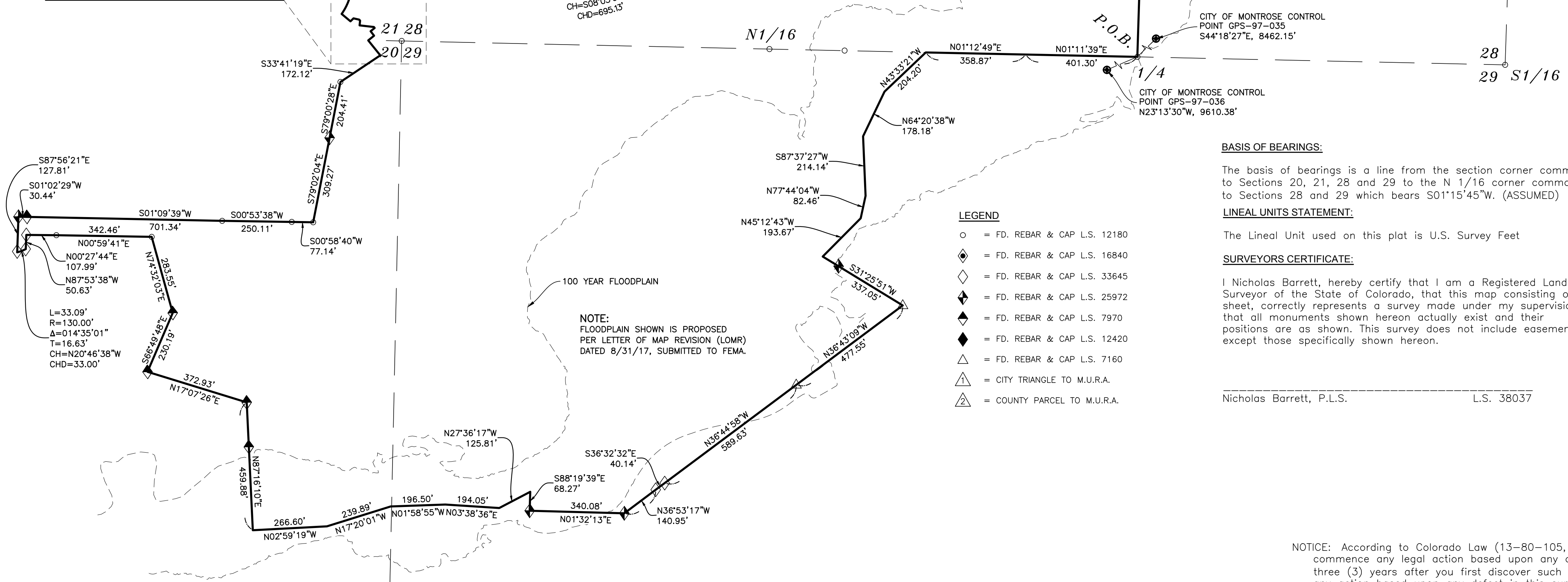
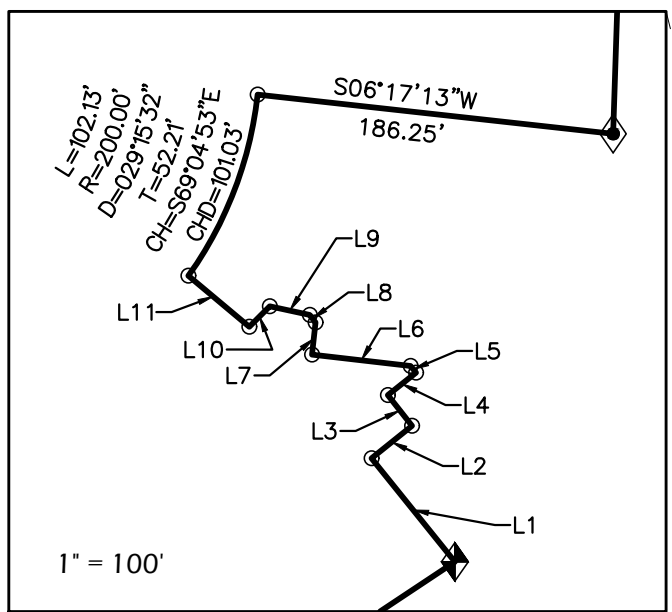
BOUNDARY SURVEY

SITUATED IN SE $\frac{1}{4}$ AND NW $\frac{1}{4}$ OF SECTION 20, NW $\frac{1}{4}$, SW $\frac{1}{4}$, AND LOT 4 OF SECTION 28, N $\frac{1}{2}$ OF SECTION 29,
TOWNSHIP 49 NORTH, RANGE 9 WEST, CITY OF MONTROSE, MONTROSE COUNTY, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N51°06'59"E	69.17'
L2	S38°42'52"E	27.08'
L3	N51°50'37"E	20.35'
L4	S38°39'06"E	18.68'
L5	N51°40'01"E	4.45'
L6	N06°31'57"E	51.69'
L7	S83°42'09"E	16.90'
L8	N51°57'35"E	4.91'
L9	N12°17'25"E	21.29'
L10	N44°54'49"W	15.10'
L11	N39°55'40"E	41.36'



VICINITY MAP
N.T.S.



- LEGEND**
- = FD. REBAR & CAP L.S. 12180
 - ◆ = FD. REBAR & CAP L.S. 16840
 - ◇ = FD. REBAR & CAP L.S. 33645
 - ◆ = FD. REBAR & CAP L.S. 25972
 - ◆ = FD. REBAR & CAP L.S. 7970
 - ◆ = FD. REBAR & CAP L.S. 12420
 - △ = FD. REBAR & CAP L.S. 7160
 - △ = CITY TRIANGLE TO M.U.R.A.
 - ② = COUNTY PARCEL TO M.U.R.A.

NOTE:
FLOODPLAIN SHOWN IS PROPOSED
PER LETTER OF MAP REVISION (LOMR)
DATED 8/31/17, SUBMITTED TO FEMA.

BASIS OF BEARINGS:

The basis of bearings is a line from the section corner common to Sections 20, 21, 28 and 29 to the N 1/16 corner common to Sections 28 and 29 which bears S01°15'45"W. (ASSUMED)

LINEAL UNITS STATEMENT:

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

SURVEYORS CERTIFICATE:

I Nicholas Barrett, hereby certify that I am a Registered Land Surveyor of the State of Colorado, that this map consisting of 1 sheet, correctly represents a survey made under my supervision, that all monuments shown hereon actually exist and their positions are as shown. This survey does not include easements except those specifically shown hereon.

Nicholas Barrett, P.L.S. L.S. 38037

PROPERTY DESCRIPTION

A tract of land situated in Sections 20, 21, 28 and 29, Township 49 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 28 and 29 monumented by a 2 foot diameter pipe 6 feet tall;
Thence N01°11'39"E 401.30 feet along the Section line common to said Sections 28 and 29;
Thence N01°12'49"E 358.87 feet along a the Section line common to said Sections 28 and 29 to the centerline of the Uncompahgre River;
Thence leaving said section line and following the centerline of the Uncompahgre River the following 5 courses:
Thence N43°33'21"W 204.20 feet; Thence N64°20'38"W 178.18 feet; Thence S87°37'27"W 214.14 feet; Thence N77°44'04"W 82.46 feet; Thence N45°12'43"W 193.67 feet;
Thence leaving said centerline of the Uncompahgre River and running along the Northwestern line of Lot 7 of the Replat of Lots 6 & 7 Palomino Acres Subdivision Unit 3 S31°25'51"W 337.05 feet to the Northeastly corner of Lot 1 of Smith & Western Gravel Replat;
Thence N36°43'09"W 477.55 feet along the Northeast line of said Lot 1 of Smith & Western Gravel Replat to the Northwest corner of said Lot 1 of Smith & Western Gravel Replat;
Thence N36°44'58"W 589.63 feet along the Northeastly line of Block 1 of Palomino Acres Subdivision Unit 2 Amended to the Northwestern corner of Lot 6, Block 1, Palomino Acres Subdivision Unit 2 Amended;
Thence N36°32'32"W 40.14 feet along the Northeastly line of Block 1 of Palomino Acres Subdivision Unit 2 Amended to the Northeastly corner of Lot 5, Block 1, Palomino Acres Subdivision Unit 2 Amended;
Thence N36°53'17"W 140.95 feet along the Northeastly line of Block 1 of Palomino Acres Subdivision Unit 2 Amended to the Northwestern corner Lot 5, Block 1, Palomino Acres Sub. Unit 2;
Thence N01°32'13"E 340.08 feet along the Easterly line of Block 1 of Palomino Acres Subdivision Unit 1 Amended to the Northeast corner of Lot 1, Block 1 of Palomino Acres Subdivision Unit 1 Amended;
Thence S88°19'39"E 68.27 feet along the South line of Lot 4 of the Palomino Acres Subdivision Unit 3 Amended to the centerline of the Uncompahgre River;
Thence along the centerline of said Uncompahgre River the following 5 courses:
Thence N27°36'17"W 125.81 feet; Thence N03°38'36"E 194.05 feet; Thence N01°58'55"W 196.50 feet;
Thence N17°20'01"W 239.89 feet; Thence N02°59'19"W 266.60 feet;
Thence leaving said centerline of the Uncompahgre River N87°16'10"E a 459.88 feet;
Thence N17°07'26"E 372.93 feet; Thence S66°49'48"E 230.19 feet; Thence N74°32'03"E 283.55 feet;
Thence N00°59'41"E 342.46 feet; Thence N00°27'44"E 107.99 feet; Thence N87°53'38"W 50.63 feet;
Thence 33.09 feet along a non-tangent curve to the right with a radius of 130.00 feet, an interior angle of 14°35'01" and a chord of N20°46'38"W 33.00 feet;
Thence S87°56'21"E 127.81 feet; Thence S01°02'29"W 30.44 feet; Thence S01°09'39"W 701.34 feet;
Thence S00°53'38"W 250.11 feet; Thence S00°58'40"W 77.14 feet;
Thence S79°02'04"E 309.27 feet along the South line of Court Park Filing No. 2 under Reception No. 649358;
Thence S79°00'28"E 204.41 feet along the South line of said Court Park Filing No. 2;
Thence S33°41'19"E 172.12 feet along the South line of Court Park Filing No. 1 under Reception No. 627713;
Thence along the boundary line of Lot 2 of Logan Minor Subdivision the following 13 courses:
Thence N51°08'59"E 69.17 feet; Thence S38°42'52"E 27.08 feet; Thence N51°50'37"E 20.35 feet;
Thence S38°39'06"E 18.68 feet; Thence N51°40'01"E 4.45 feet; Thence N06°31'57"E 51.69 feet;
Thence S83°42'09"E 16.90 feet; Thence N51°57'35"E 4.91 feet; Thence N12°17'25"E 21.29 feet;
Thence N44°54'49"W 15.10 feet; Thence N39°55'40"E 41.36 feet;
Thence 102.13 feet along a non-tangent curve to the left with an interior angle of 29°15'32" a radius of 200.00 feet and a chord of S69°04'53"E 101.03 feet;
Thence S06°17'13"W 186.25 feet;
Thence S88°09'54"E 214.96 feet along the South line of Court Park Filing No. 1 under Reception No. 627713;
Thence S88°10'32"E 189.71 feet along the South line of Court Park Filing No. 1;
Thence leaving said Subdivision line and running along the Westerly Right-of-Way line of North Grand Ave. the following 7 courses:
Thence 334.10 feet along a non-tangent curve to the left with an interior angle of 34°22'47", a radius of 556.80 feet and a chord of S43°10'26"W 329.11 feet;
Thence 732.57 feet along the arc of a curve to the left with an interior angle of 63°56'50", a radius of 656.37 feet and a chord of S08°03'08"E 695.13 feet;
Thence S39°45'15"E 269.66 feet; Thence S39°45'15"E 1003.61 feet; Thence S39°45'15"E 128.31 feet;
Thence S39°45'15"E 100.00 feet; Thence S39°45'15"E 610.69 feet;
Thence leaving said Right-of-Way line N88°54'48"W 157.20 feet;
Thence S01°53'12"W 134.42 feet; Thence S54°14'42"E 309.29 feet;
Thence N62°58'42"E 134.15 feet to a point on the Westerly Right-of-Way line of North Grand Avenue;
Thence S39°45'15"E 825.25 feet along said Westerly Right-of-Way line of North Grand Avenue to the Westerly line of P.W. Amended Plat;
Thence S01°56'43"W 175.48 feet along the Westerly line of P.W. Amended Plat;
Thence S01°56'43"W 419.97 feet to the Southeast corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$, also being the Center-South 1/16 corner of said Section 28;
Thence N88°09'04"W 10.69 feet;
Thence N27°44'52"W a distance of 39.36 feet to the centerline of the Uncompahgre River;
Thence along the centerline of the Uncompahgre River the following 8 courses:
Thence N39°30'32"W 211.90 feet; Thence N49°05'14"W 577.71 feet;
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Thence N17°59'41"E 166.72 feet;
Thence N03°24'11"E 114.17 feet to a point on the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28;
Thence N88°11'32"W 61.82 feet along the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28;
Thence N88°11'32"W 1302.39 feet along the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 28 to the POINT OF BEGINNING.

RECORDER'S CERTIFICATE:

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

County Clerk & Recorder _____ by _____ Deputy

PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2261 • (970) 249-2342 FAX
www.del-mont.com • service@del-mont.com

TITLE: **MONTROSE URBAN RENEWAL AUTHORITY
BOUNDARY SURVEY**

CLIENT: **MONTROSE URBAN RENEWAL AUTHORITY**

ADDRESS & PREPARE: **433 S. FIRST STREET
P.O. BOX 790
MONTROSE, CO 81402**

FIELD BOOK: **883**

DRAWN BY: **PJI**

DATE: **10/3/17**

SHEET: **1 of 1**

FILE: **17092V_BNDY**

JOB NO.: **17092**

TYPE: **PLAT**

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

PROPERTY DESCRIPTION

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CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Senior Planner
DATE: January 5, 2026
RE: City of Montrose 2026 Annual Annexation Report and 3-Mile Plan

ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration:

Review the City of Montrose 2026 Annual Annexation Report and 3-Mile Plan, as stipulated by Colorado State Statutes. Consider making a motion to approve the 2026 Annual Annexation Report and 3-Mile Plan.

Background:

Please find attached the City of Montrose 2026 Annual Plan of Annexation and 3-Mile Plan, as stipulated by Colorado State Statutes. The Plan contains verbal policies and maps to illustrate annexation priorities, eligible enclave annexations, existing city limits, growth areas, and transportation routes. The Plan will fulfill the statutory requirement to have a “plan in place” to annex new properties in 2026.

Schedule:

January 5, 2026	City Council Work Session
January 6, 2026	City Council Presentation
January 28, 2026	Planning Commission Presentation



**CITY OF MONTROSE
2026
ANNUAL ANNEXATION PLAN AND REPORT &
THREE-MILE PLAN**

Nature of Plan

This plan generally describes the proposed land uses, location, character, and extent of utility and street infrastructure and service to within 3 miles of the City of Montrose, herein referred to as “City,” as required by CRS §31-12-105(1)(e).

The City of Montrose Envision 2040 Comprehensive Plan, as adopted in June 2021, shall be incorporated into this Plan. Master Plans of federal agencies or the County of Montrose, and Montrose County Airport for any public lands under their jurisdiction within the boundaries of the attached 3 Mile Plan map of the City of Montrose shall also be referenced as part of the City of Montrose 3 Mile Plan, except to the extent where inconsistent with City ordinances, regulations, and components in this plan. See Exhibit A.

Annexation Policy

In general, the City of Montrose will annex from the center of the City out into the Growth Areas within the Growth Boundary and 3 Mile Plan. The City will consider areas and properties as requested by property owners for annexation. Qualified enclaves, City owned property, areas expected to develop as urban with City influence, and areas with City utilities or capacity to serve, will also be considered.

Priority for Annexation in 2026

As a matter of establishing priority for annexation in the year 2026, the City shall consider annexation of the following properties subject to the statutory limitations as provided above, and areas that can meet statutory eligibility requirements as set forth in CRS §31-12-104 and CRS §31-12-105.

- (1) **Private land owner request.** For private parties meeting the statutory requirements.
- (2) **Properties served adequately and properly by City utilities.**
- (3) **Highway Corridor properties** south on Highway 550, north on Highway 50, east on Highway 50, and west on Highway 90 where it is feasible to serve such

properties with existing infrastructure or where adequate infrastructure could generally be extended to serve such areas.

- (4) **Existing enclaves** as identified in red on the attached Exhibit B.
- (5) **Growth Areas**, as identified on Exhibit C.

City Utility Infrastructure

Annexations shall be subject to existing City policy, as may be amended, and the City Comprehensive Plan. The extension of City utilities and services to such properties shall be in accordance with the Official Code of the City of Montrose, Chapter 3-5 and Chapter 11-4.

Additionally, potable water service shall be in accordance with the Water Service Area Agreements as executed between the City and the Tri County Water Conservancy District, the City and the Menoken Water District, and the City and the Chipeta Water District. The respective service areas are delineated in the attached Exhibit D.

The extension of sewer service shall also be in accordance with the 201 Plan and the 208 Area Waste Management Plan (“Waste Water Service and Treatment Agreement”) as executed by the City, the County of Montrose, and the West Montrose Sanitation District, as amended from time to time.

The City regularly plans for and implements the upsizing and improvement of existing sewer and water lines. The majority of sewer and water line extensions are precipitated by growth through residential, commercial, and industrial subdivision.

The City’s current and planned utilities infrastructure is discussed in the 2021 City of Montrose Comprehensive Plan (Chapter 10).

Road Infrastructure

Major Highways within the City of Montrose are: Highway 50 to the north and east, Highway 90 to the west and Highway 550 to the south. The City shall generally adhere to its Transportation Plan as included within the City Comprehensive Plan. Current and proposed roads and streets are shown in the City of Montrose Comprehensive Plan (Chapter 6), and in the County’s road and bridge map and plan (Exhibit E).

Parks, Trails, and Open Space

“Encourage and facilitate a variety of public parks, trails, and recreation opportunities in strategic locations”, a guiding principle of the City of Montrose Comprehensive Plan (Chapter 8), acts as a guide to the development of a linked, cohesive park and open space system. The Parks Master Plan (Exhibit F) illustrates the locations of regional, community and neighborhood parks currently existing in the City of Montrose, and the conceptual areas where future parks are needed to address current deficits and meet projected needs over the next 10 to 20 years.

The map titled, "Recreation Trail Alignments," (Exhibit G) shows existing and proposed recreation trails throughout the City.

City and Public Utilities

- (1) Electrical Power – Delta Montrose Electric Association
- (2) Telephone and Internet Access – Spectrum, Elevate Fiber, and other services
- (3) Natural Gas – Black Hills Energy available in the City, and in the fringe areas of the City
- (4) Cable Television and Internet Access – Spectrum, DMEA, Elevate Fiber, and others
- (5) Sewer – Available in and near the City, by the City of Montrose. Available in the West Montrose Sanitation District. City sewer is extended as per City Ordinances. The City's 201 and Region's 208 Plan are hereby incorporated by reference.
- (6) Trash Collection – City trash service and recycling services are provided within the City to Sanitation customers. Private trash collection services operate both outside and within the City. The Montrose Area Landfill and other recycling facilities are privately operated.
- (7) Water Service – Potable water service within the 3 Mile Area is provided by the City of Montrose, Tri-County Water Conservancy District, Menoken Water District and the Chipeta Water District within their respective service areas as provided by the agreements between the parties.
- (8) Transportation Service – No transportation services are provided by the City of Montrose, other than streets, sidewalks, and multi-use trails. All Points Transit currently provides public transportation services.

General Provisions

- (1) To the extent that any item mentioned in CRS §31-12-105(1)(e) is not reflected in the documents, maps and plans included as a part of this plan, this plan should be construed to mean that these types of facilities are not provided.
- (2) Proposed land uses are residential and agricultural, except as otherwise shown or provided by City zoning, land use plan, or the Comprehensive Plan.

Annexations in Past Three Years

2023 Additions

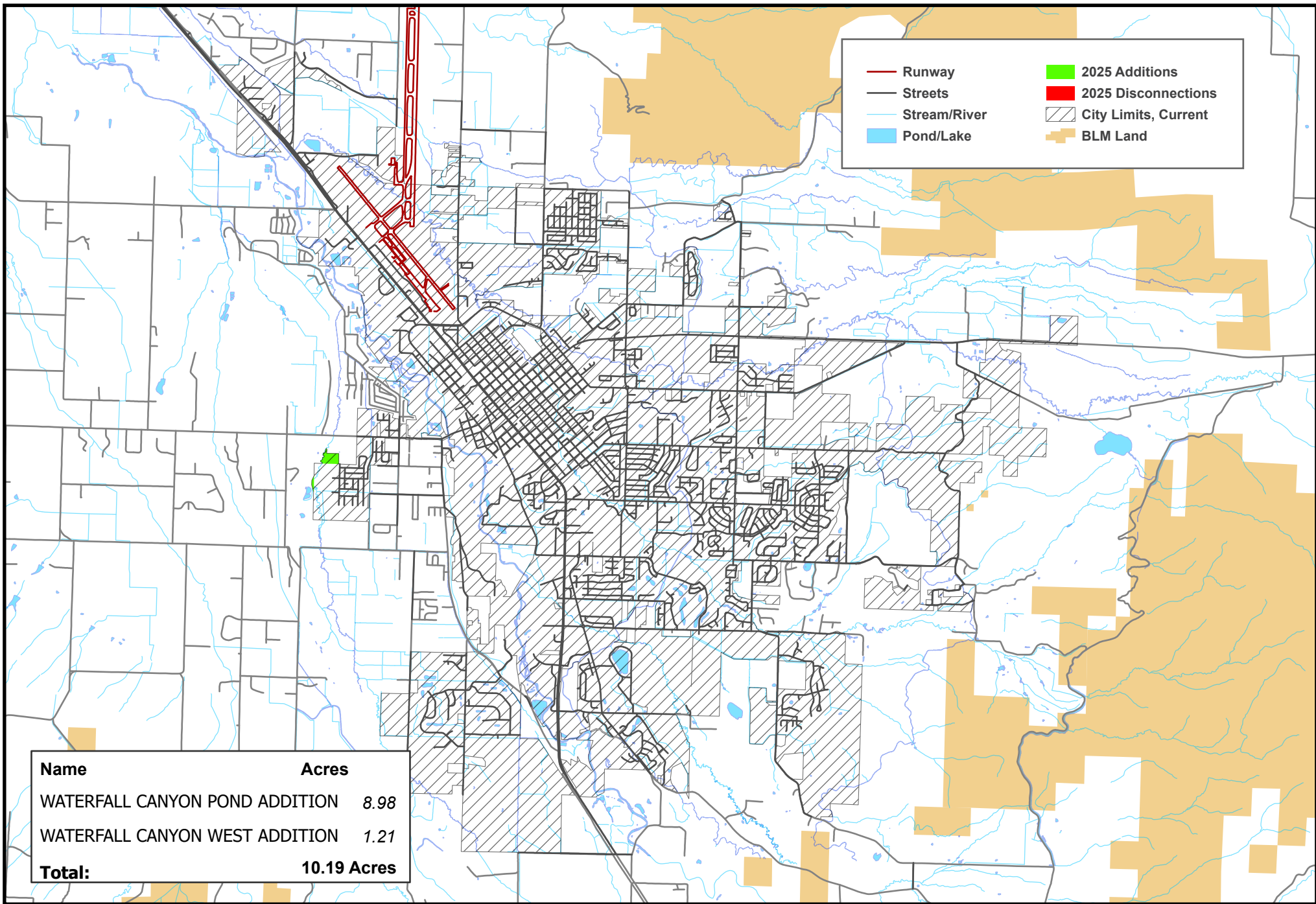
Name	Acres
Fulks Disconnection	-25.82
Klein Addition	1.00
Blowers Disconnection	-0.43
Sunset Village Addition	10.01
Dry Cedar Creek II Addition	5.06
Osprey Addition	9.53
Bluff Harbor Lot Addition	0.72
TOTAL	0.07

2024 Additions

Name	Acres
Blowers Addition	12.94
Public Works Shop Addition	23.3
Rio Grande Right of Way Addition	1.14
Leonard Farm Addition	71.22
TOTAL	108.6

2025 Additions

Name	Acres
Waterfall Canyon Pond Addition	8.98
Waterfall Canyon West Addition	1.21
TOTAL	10.19



City of Montrose 2025 Annexations

Scale: 1:70,000

10.50 1 2 3 4 5 6 Miles

\\arcgis\02_GIS_Data\03_ArcGIS_Pro_Projects\03_Internal\04_City_Manager\02_Deputy_City_Manager\05_Planning\03_Planning_Services\01_Annexation_Plan\Annexation_Plan.aprx
Date Saved: 12/3/2025 11:01 AM



Exhibit A
City of Montrose
Three Mile Boundary

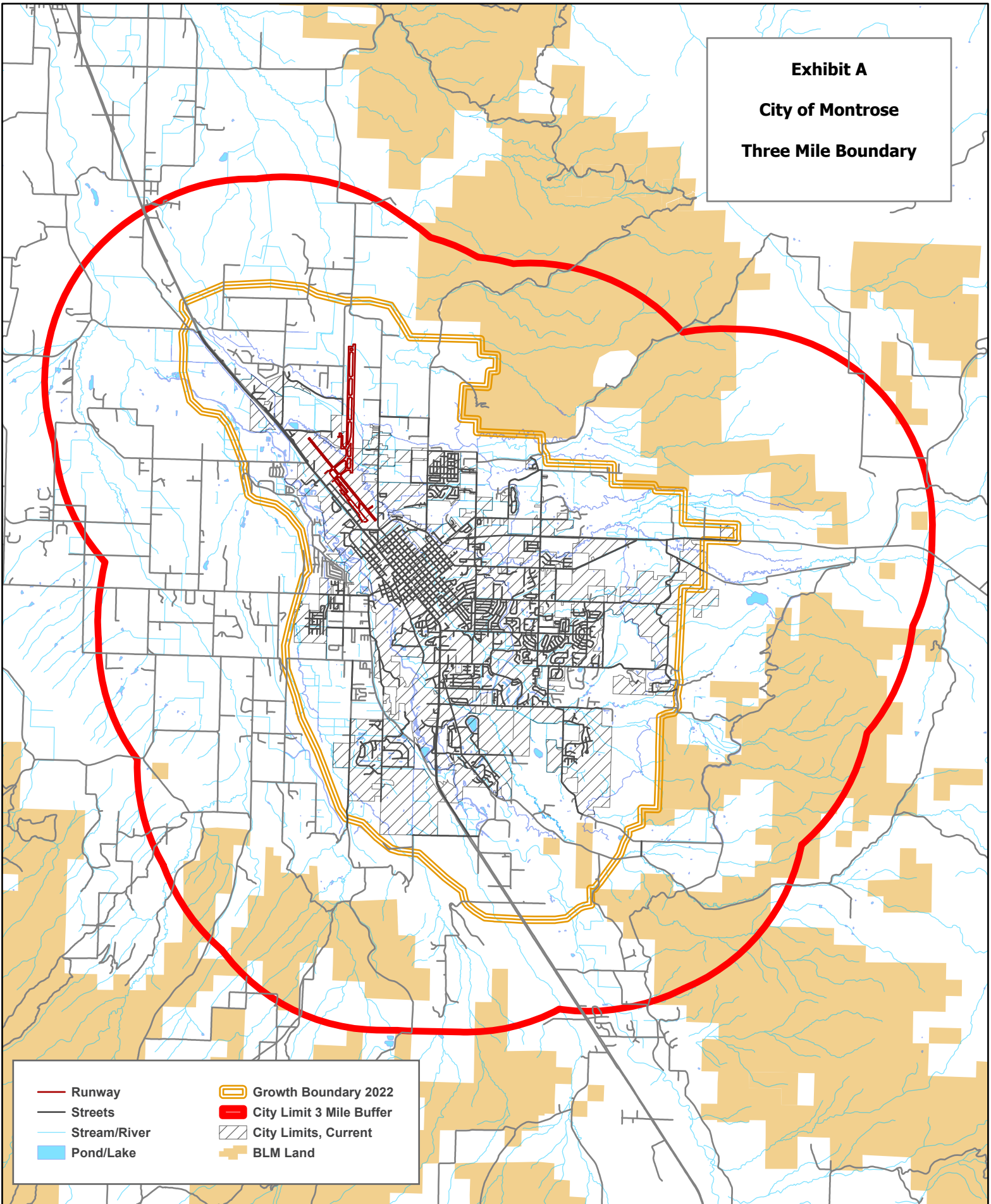


Exhibit B

City of Montrose

Eligible Enclaves in 2024

Total: 40 Enclaves

Approximately: 565 Acres

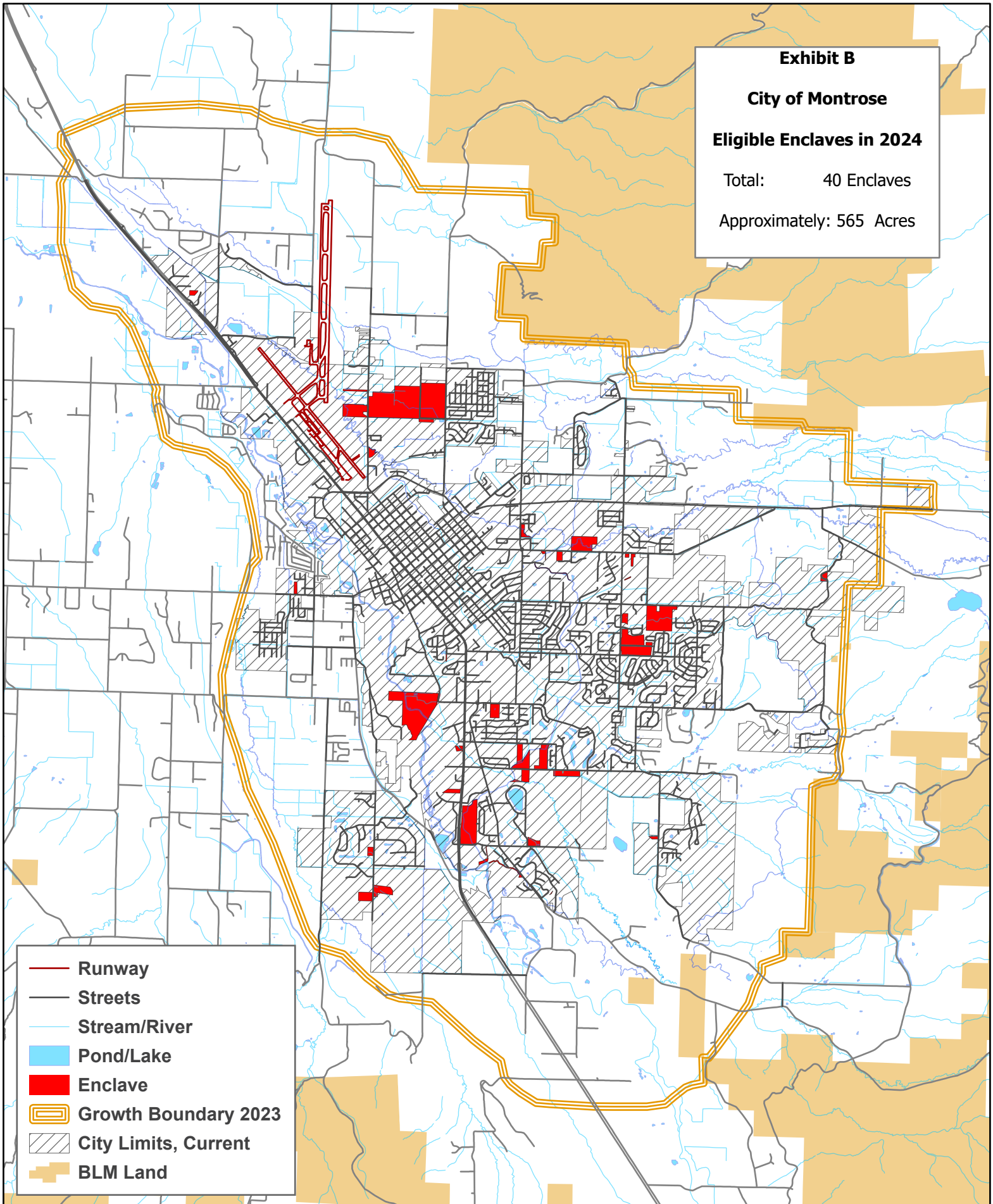


Exhibit B City of Montrose 2025 Eligible Enclaves

Scale: 1:75,000

1 0.5 0 1 Miles

\\arcgis\02_GIS_Data\03_ArcGIS_Pro_Projects\03_Internal\04_City_Manager\05_Planning\03_Planning_Services\01_Annexation_Plan\Annexation_Plan.aprx
Date Saved: 12/3/2025 11:21 AM



GROWTH AREAS*

MAP 5.2

-  City Limits
-  2005 IGA Referral
-  Urban Growth Boundary
-  Growth Area 1
-  Growth Area 2
-  Growth Area 3

* A Growth Area is an area identified for future development based on a framework for guiding growth in an incremental manner.

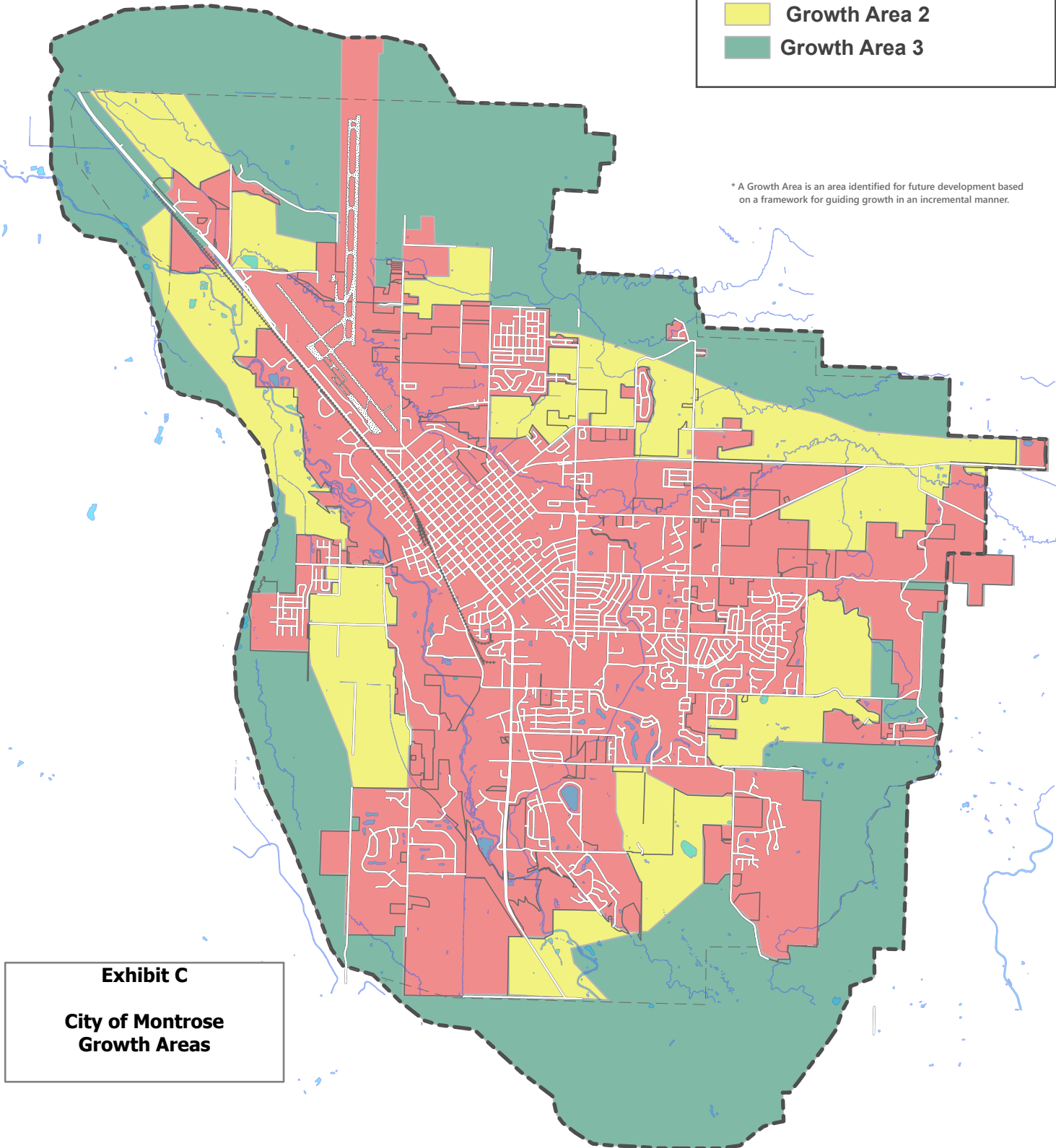


Exhibit C

City of Montrose Growth Areas



Exhibit C City of Montrose Growth Areas

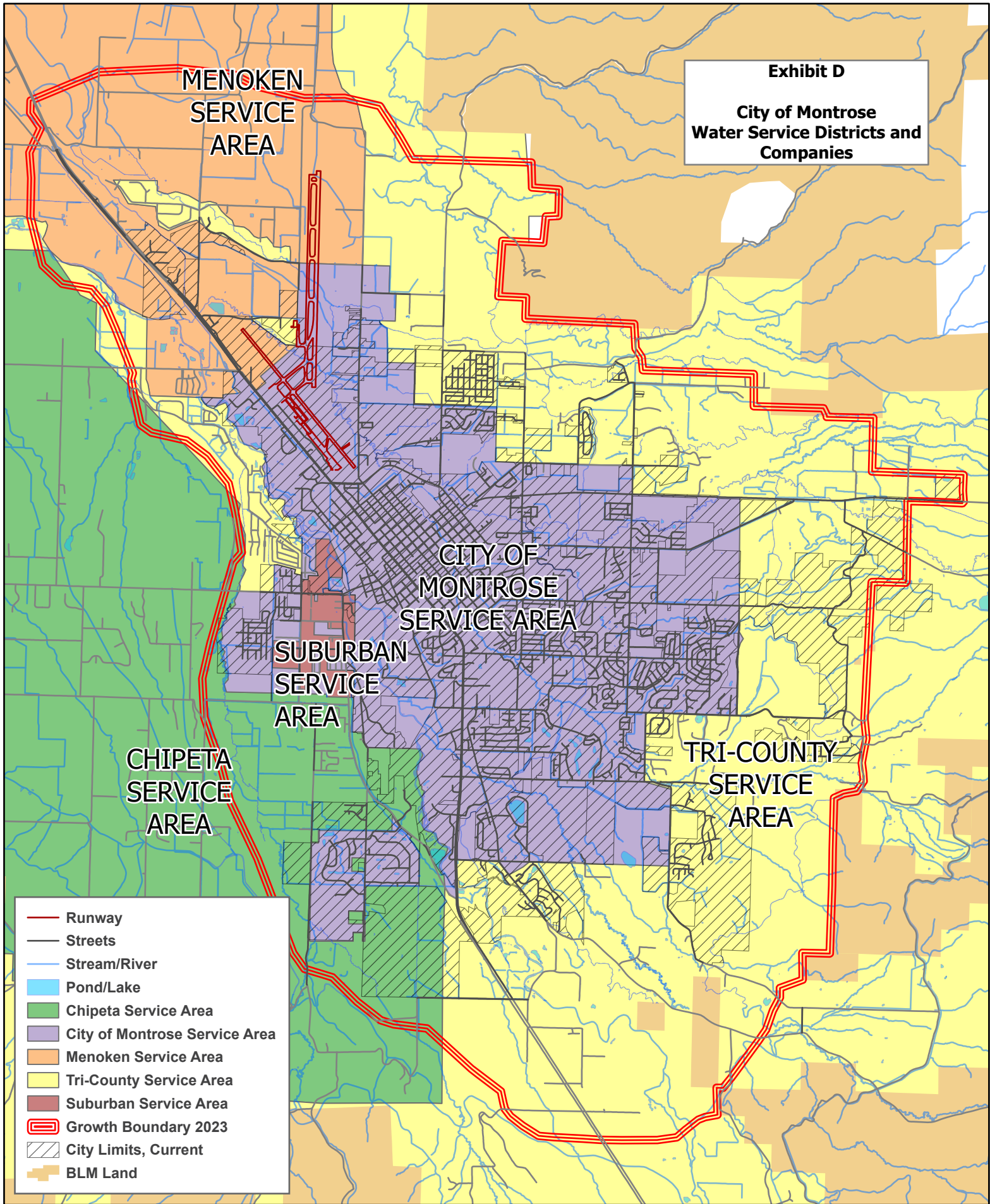
Scale: 1:75,000

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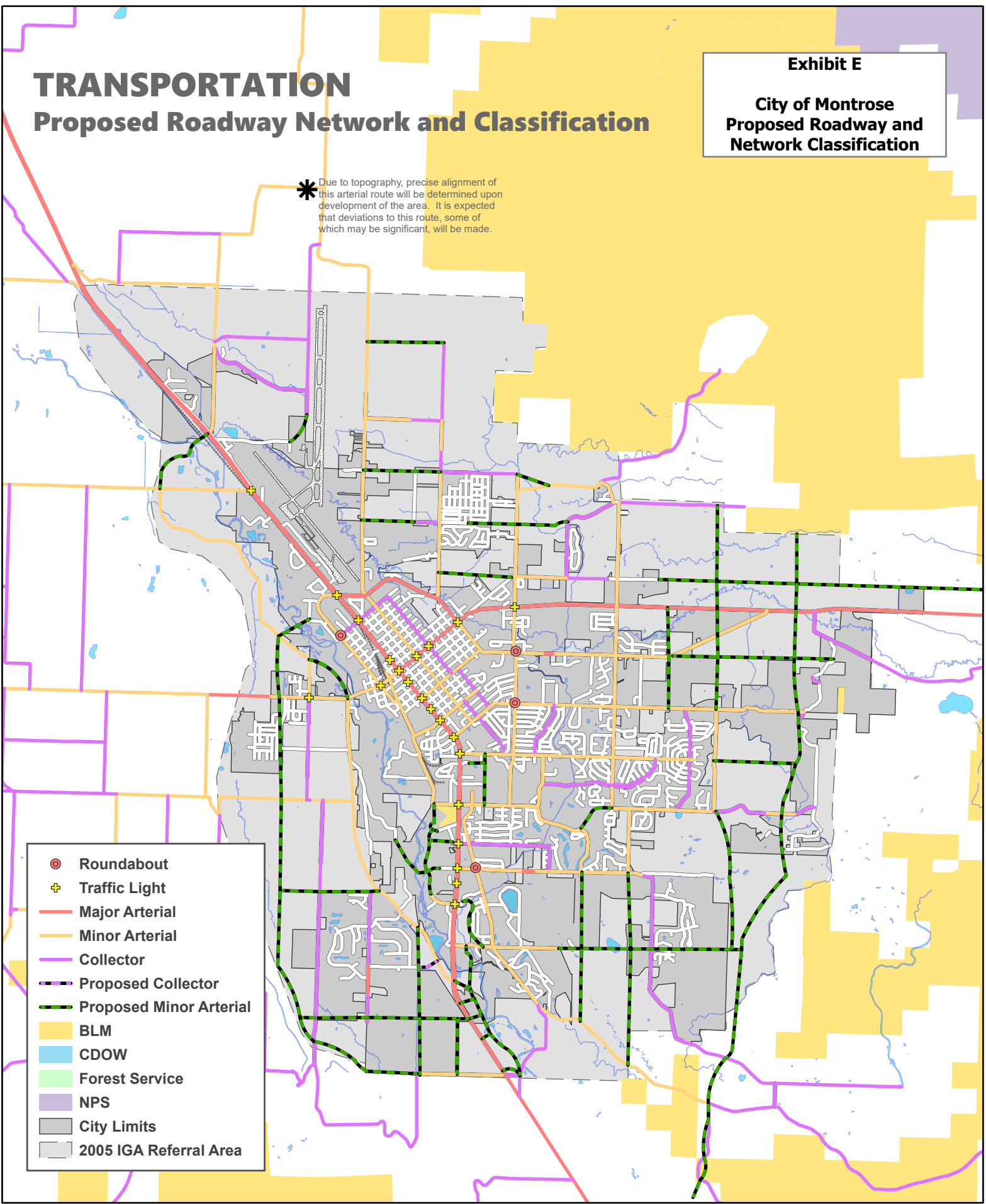
TRANSPORTATION

Proposed Roadway Network and Classification

Exhibit E
City of Montrose
Proposed Roadway and
Network Classification

* Due to topography, precise alignment of this arterial route will be determined upon development of the area. It is expected that deviations to this route, some of which may be significant, will be made.

- Roundabout
- + Traffic Light
- Major Arterial
- Minor Arterial
- Collector
- - - Proposed Collector
- - - Proposed Minor Arterial
- BLM
- CDOW
- Forest Service
- NPS
- City Limits
- 2005 IGA Referral Area

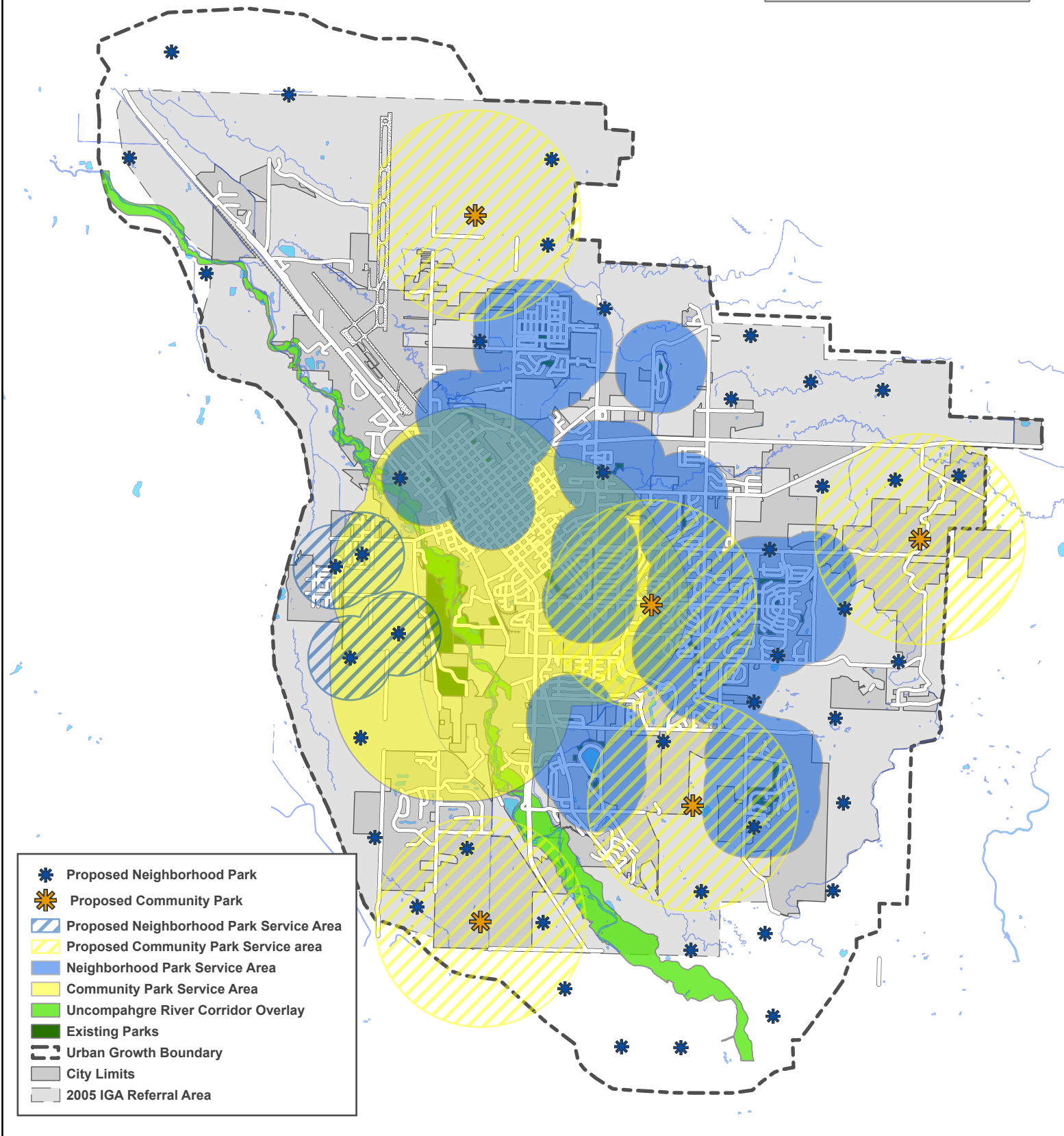


PARKS MASTER PLAN

MAP 8.1

Exhibit F

City of Montrose
Parks Master Plan

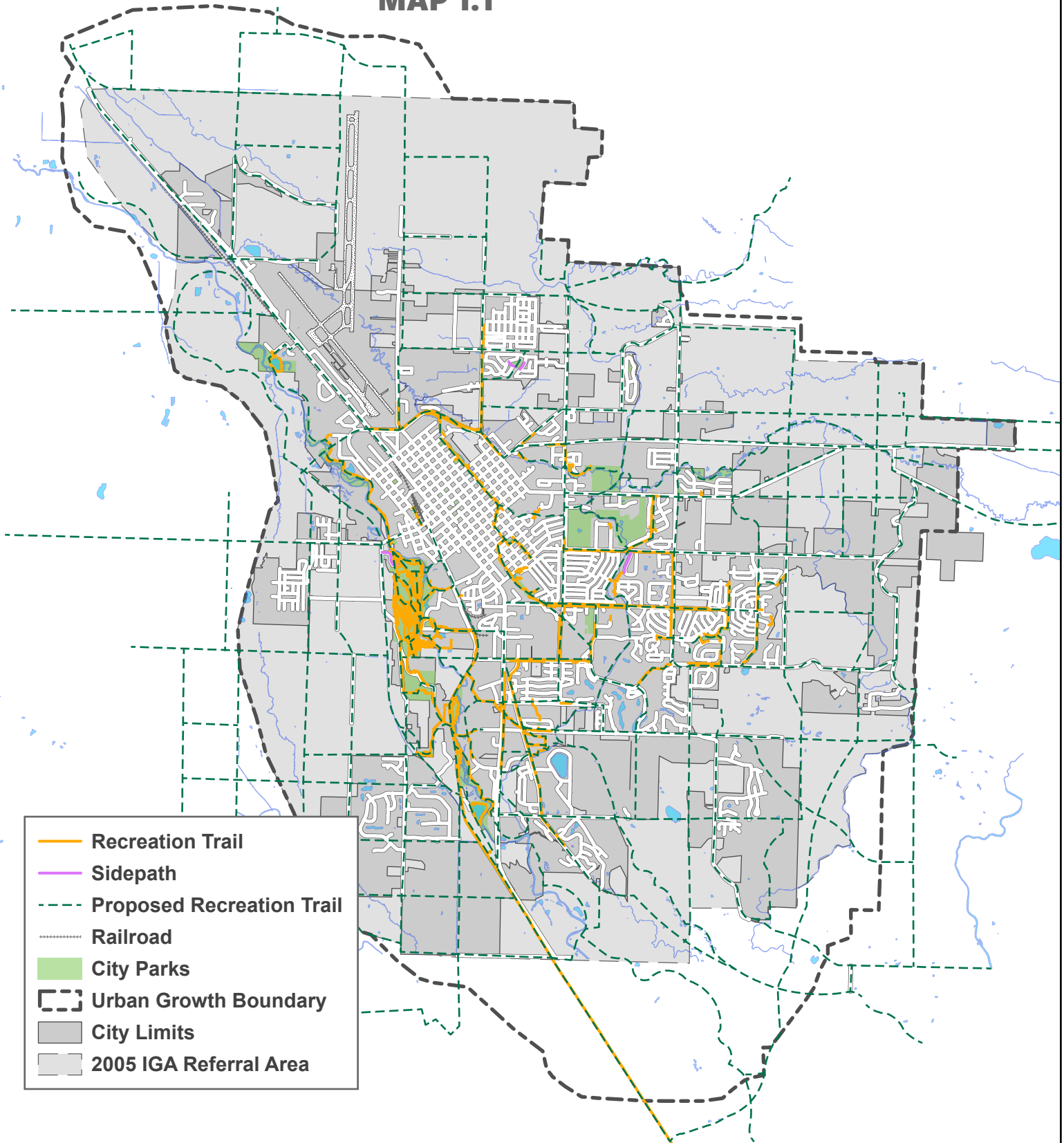


RECREATION TRAIL ALIGNMENTS

MAP 1.1

Exhibit G

City of Montrose
Recreation Trail Alignments



- Recreation Trail
- Sidepath
- - - Proposed Recreation Trail
- Railroad
- City Parks
- Urban Growth Boundary
- City Limits
- 2005 IGA Referral Area



Exhibit G Recreation Trail Alignments

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Council Transmittal Memo
Date: December 24, 2025

To: Mayor and City Council

From: David Bries, Utilities Director

CC: William Bell, City Manager
Shani Wittenberg, Finance Director
Hyrum Webb, WWTP Superintendent

Subject: WWTP Contract Amendment

Recommendation

Discussion of Contract Amendment No. 2 to authorize construction of the improvements at the wastewater treatment plant.

Background

The wastewater treatment plant was originally constructed in 1984, and several of the major components at the wastewater treatment plant are near the end of their useful life. Additionally, updates to environmental regulations require the treatment plant to meet additional and more stringent effluent limitations.

Last February, the City awarded a Design-Build contract for the WWTP Improvement Project to the Burns & McDonnell/Moltz construction team, in July approved a change order to expand the design to include Return Activated Sludge piping improvements, and in August a change order was approved to allow pre-purchase of long lead time equipment.

The project design is complete and ready to proceed to the construction phase, pending approval from Colorado Department of Public Health and Environment (CDPHE). The project includes replacement of the Ultraviolet Disinfection system, the Oxidation ditch surface aerators, the influent screw pumps, and the backup generator. Additionally, an anaerobic basin will be constructed at the beginning of the treatment process with all of the necessary piping changes for biological phosphorus removal to meet regulatory requirements. Construction costs have been developed based on the Design-Build contract and are slightly less than the earlier estimates.

This amendment to the contract will authorize the construction phase (Phase 2) of the project in the amount of \$31,158,728.00.

The following summarizes the current and proposed authorizations for the project:

Design Contract with Burns &McDonnell/Moltz	\$ 1,378,098.00
Owner's Design Contingency	\$ 76,745.00
Design Contract Authorization	\$ 1,454,843.00
<u>Proposed Construction phase authorization</u>	<u>\$31,158,728.00</u>
Total Proposed Project Authorization	\$32,613,571.00

Financial Impact

The 2026 Sewer Fund budget includes \$1.2 million for the Wastewater Treatment Plant project. The authorization of the Sewer Bond issue is in progress and the funds are proposed to be available in late March.

The proposed timeline for the bond issuance is as follows:

January 6, 2026	Consideration of Bond Ordinance (First Reading)
January 20, 2026	Consideration of Bond Ordinance (Second Reading)
February 24, 2026	Post Preliminary Official Statement
March 18, 2026	Closing

Staff has done a residential sewer rate comparison with other municipalities and sewer districts in the area as shown below:

Monthly Residential Rate Comparisons

	2025	2026	2027 Anticipated
Montrose	\$27.15	\$33.12	\$39.75
Fruita	\$53.60	\$54.65	
Grand Junction	\$27.58	\$30.89	\$34.60
Clifton	\$34.30	\$39.00	
Delta	\$41.00	\$43.83	
Olathe	\$36.90		

Gunnison	\$55.97		
Pagosa Area W&S District	\$46.90		

EXHIBIT H - AMENDMENT NO. 03
For Contract between Owner and Design-Builder

Project Name: Progressive Design Build for Montrose WWTP Improvements Project

Owner: City of Montrose

Design-Builder: Burns & McDonnell Moltz Joint Venture Montrose CO WWTP

This Contract Price Amendment No. 3 ("Amendment") is entered into pursuant to Section 2.3.2.3 of the Progressive Design-Build Agreement dated February 4, 2025 ("Agreement") by and between the City of Montrose, Colorado ("Owner") and Burns & McDonnell Moltz Joint Venture – Montrose CO WWTP ("Design-Builder").

1. Phase 2 Authorization

- 1.1. Owner hereby authorizes Design-Builder to proceed with Phase 2 Services in accordance with the Agreement and this Amendment.

2. Contract Price – Lump Sum (90% Design Basis)

- 2.1. The Contract Price for Phase 2 Services is established as a Lump Sum in the amount of \$31,158,728.00, based on the accepted Phase 2 Proposal developed from ninety percent (90%) design documents.
- 2.2. The Contract Price shall not be increased except by a Change Order executed in accordance with the Contract Documents.

3. Assumptions, Clarifications, and Exclusions

- 3.1. The Parties acknowledge that the accepted Phase 2 Proposal based on ninety percent (90%) design documents included a list of assumptions, clarifications, and exclusions prepared by the Design-Builder. That list is hereby incorporated by reference into the Contract Documents and forms part of the Basis of Design for the Phase 2 Contract Price.

3.2. IFC Proposal Assumptions, Clarifications, and Exclusions

- 3.2.1. The updated Phase 2 Proposal prepared from the Issued for Construction (IFC) documents shall include an updated list of assumptions, clarifications, and exclusions. Such updated list shall be provided for transparency and reconciliation purposes only and shall not modify the Contract Price, Contract Time, or Scope of Work unless expressly authorized by the Owner through a Change Order executed in accordance with the Contract Documents.

4. Issued for Construction Documents and Reconciliation

- 4.1. Following acceptance of the 90% Proposal, the design progressed to Issued for Construction ("IFC") documents. The IFC drawings and specifications dated December 3, 2025 are acknowledged by the Parties.
- 4.2. Design-Builder shall submit an updated Phase 2 Proposal based on the IFC documents for reconciliation and documentation purposes only.
- 4.3. If the IFC-based Proposal reflects a total cost less than the Contract Price established herein, the difference shall be allocated to the Owner Contingency and shall not reduce the Contract Price.

5. Basis of Design and Contract Documents

- 5.1. For Phase 2 Services, the controlling Contract Documents shall include:
- Owner's Project Criteria (Exhibit A)
 - Scope of Services (Exhibit B)
 - 90% Drawings and Specifications dated September 28, 2025
 - This Contract Price Amendment (Exhibit H)

6. Contract Time and Schedule

6.1. The Scheduled Substantial Completion Date for Phase 2 Services shall be Notice to Proceed + 570 Days.

6.2. All Contract Time requirements are governed by Article 6 of the Agreement.

7. Contingency Structure

7.1. Owner Contingency is included within the Contract Price and remains under the exclusive control of the Owner. Any use of Owner Contingency shall require written Owner directive and execution of a Change Order. Owner Contingency may be applied for Owner-directed scope changes, regulatory or permitting revisions, differing or unforeseen site conditions not within Design-Builder's assumed scope, changes in Owner-furnished equipment or utility interfaces, and other Owner-controlled risks.

7.2. Design-Builder Contingency is included within the Contract Price and controlled by the Design-Builder. It is intended to cover estimating uncertainty, coordination issues, design development adjustments, minor scope interpretation differences, subcontractor or vendor buy-out variances, and other costs within the Design-Builder's risk allocation. Design-Builder shall maintain a Contingency Log and include it with monthly cost reporting. Any unused Design-Builder Contingency shall not be reimbursed and shall remain with the Owner.

8. Included Phase 2 Construction Support Services

8.1. The services listed in Additions to Exhibit B are included in the Phase 2 Lump Sum Contract Price. The listed items describe the nature of services included and do not establish fixed quantities, frequencies, staffing levels, or hours. Design-Builder shall perform these services as reasonably necessary to complete the Work in accordance with the Contract Documents.

8.2. No adjustment to the Contract Price shall be made due to variance from any planning assumptions unless expressly directed by Owner through a Change Order.

9. Insurance, Bonds, and Liquidated Damages

9.1. The Parties acknowledge that Phase 2 insurance and bonding requirements are now in effect and that the liquidated damages provisions of Section 6.4 of the Agreement apply to Phase 2 Services.

10. Confirmation of Agreement

10.1. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

11. Effective Date

11.1. This Amendment shall become effective upon execution by both Parties and issuance of the Owner's Notice to Proceed for Phase 2 Services.

Attachments included herein:

Exhibit H – Contract Price Amendment

Exhibit A – Owner's Project Criteria

Addition to Exhibit B – Scope of Services

General Conditions Exhibit A – 90% Documents and Project Plans

General Conditions Exhibit B – Contractor's Insurance Documentation

General Conditions Exhibit C – Contractor's Bonding Documentation

General Conditions Exhibit G – Permit List

As a result of the modification(s) described above:

The revised **Contract Price** is:

Original Phase 1 Contract Price	\$ 1,273,255.00
Change Order 1 Amount	(+ or -). \$ 104,843.00
Change Order 2 Amount	(+ or -). \$ 1,085,472.00
Previously Approved Subtotal	\$ 2,463,570.00
Phase 2 Lump Sum Amount	(+ or -). \$ 28,227,438.00
Phase 2 DB Contingency Amount	(+ or -). \$ 1,465,645.00
Phase 2 Owner Contingency Amount (includes Phase 1 contingency).	(+ or -). \$ 1,465,645.00
Phase 2 Subtotal	\$ 31,158,728.00
Total Revised Contract Amount (Phase 1 and Phase 2)	\$ 33,622,298.00

The **Phase 1 Contract Time** is unrevised.

The **Phase 2 Contract Time** is: Substantial Completion Date = NTP + 570 Days

This Amendment, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Amendments, shall apply hereto.

OWNER

DESIGN-BUILDER

By _____

By _____

Date _____

Date _____

EXHIBIT A
Owner's Project Criteria

Addition to EXHIBIT B
Included Phase 2 Construction Support Scope of Services

- Construction contract administration and management
- Preconstruction and progress meetings
- RFI review and written responses
- Submittal and resubmittal review
- Change Orders and Work Change Directives
- Construction observation and site visits
- Resident Project Representative services
- Start-up, testing, and commissioning support
- Training and workshops
- Operations and Maintenance documentation
- Substantial and Final Completion services
- Regulatory certifications
- Record drawings
- Warranty phase support
- Project closeout documentation

GENERAL CONDITIONS EXHIBIT A
90% Documents and Project Plans

GENERAL CONDITIONS EXHIBIT B
Contractor's Insurance Documentation

Will be provided upon execution of contract.

GENERAL CONDITIONS EXHIBIT C
Contractor's Bonding Documentation

Will be provided upon execution of contract.

GENERAL CONDITIONS EXHIBIT G
Permit List

The following permits are required in Phase 2:

Permit	Responsible Party
CDPHE Site Application	City of Montrose (DB prepared)
CDPHE In-Kind Replacement for UV Equipment	City of Montrose (DB prepared)
CDPHE In-Kind Replacement for Brush Aerators	City of Montrose (DB to prepare)
CDPHE Completion	DB
City of Montrose Building Permit	City of Montrose (DB to prepare)
CDPHE Stormwater Discharge	DB
APEN (Generator)	City of Montrose (DB to prepare)
State Electrical Permit	DB

CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
David Bries, Utilities Director
DATE: December 31, 2025
RE: Sunset Mesa Tank Interior Coating Repair
CC: William Bell, Shani Wittenberg

Action

Consider the award of a coating contract to WBS Coatings in the amount of \$500,000 to recoat the interior of the Sunset Mesa Tank.

Project Background

The Sunset Mesa Standpipe Tank was constructed in 2020/2021 under a general contract with Ridgway Valley Enterprises (RVE). RVE hired Fisher Tank Company to construct the 130 foot tall standpipe and hired Viking Industrial Painting to perform the initial coating of the tank's interior and exterior surfaces. Inspection for surface preparation and coating application was performed by a specialty coating inspection service KLM Engineering under contract to the tank's designer, Farnsworth Engineering. This grouping of subcontractors was selected by the design and construction team as the premier contractors within the trade; however, despite this, the tank's interior has been experiencing localized coating failures and surficial corrosion is starting to occur on the tank's structure.

Initial coating failures were observed during a post-construction follow up inspection in 2023 and were generally limited to the tank's floor. Following observation of these failures, the City brought in representatives from Fisher Tank, Viking, RVE, Farnsworth, and Tnemec (the coating manufacturer) to formally evaluate potential causes and suggest a remedy for repair of the coating. In consultation with this team, Viking and Fisher agreed to blast and recoat the tank floor area at their cost as the tank was still within the project's two-year warranty period.

During a routine diving inspection in 2024, the diving team then observed coating failures starting to appear on the sides of the tank. However, at this point the coating was beyond the contract's warranty period and the coating subcontractor was not willing to repair at their cost.

Looking for a remedy to these coating issues, the City consulted with WBS Coatings, a trusted coating contractor out of Grand Junction which the City has had positive experience working with at the Wastewater Treatment Plant. The City was hopeful that a "spot repair" option would exist for the coating defects being observed (estimated to be over 50 areas), however, it was recommended that the interior be blasted and recoated given that either a spot repair or full recoat would both require a full interior scaffolding setup which represents a large portion of the project expenditures. It was also felt that spot repairs would have less durability than the original coating and leave the tank's structure susceptible to corrosion.

The City requested a bid to perform a recoating of the interior from WBS Coatings and this came back at \$500k. This includes sandblasting removal of the old coating using a magnetic sandblasting robot, surface preparation per industry standards, and recoating with a Sherwin Williams coating. Their work also

Contract Award Consideration
Sunset Mesa Tank Interior Coating Repair
December 31, 2025

includes a 10 year warranty against defects. The City considers this cost proposal reasonable and work would be scheduled for completion before summer demands increase on the water system.

Contract Administration and Project Financials

Contract administration, project management, and inspection will be performed by the City of Montrose utility and engineering departments.

Anticipating a spot repair option as viable, the 2026 budget included \$100k for tank coating repairs. Going with the full recoating of the tank brings this line \$400k over budget. This overage would be funded out of water fund reserves which our finance department has indicated are sufficient to cover the expenditure.

Although past the contract's two-year warranty period and not caused by any work performed by their company, the project's general contractor (Ridgway Valley Enterprises, Montrose, CO) has also agreed to contribute \$25k towards the project to assist in resolving the issue.



CITY OF MONTROSE
Community Development

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: January 5, 2026
RE: US-EPA Cleanup Grant for former Bullock Steam Power Plant

City Council Consideration:

The City of Montrose Community Development Department is seeking approval from City Council to apply for a United States Environment Protection Agency Brownfield Cleanup Grant. The purpose of the grant is to fund the remediation expenses associated with the hazardous waste and regulated building material that exists at the former Bullock Steam Electric Plant.

Project Background:

Located at 30 W. South Fourth St. (326 S. Water Avenue), the Montrose Steam Electric Plant, later named the James A Bullock Steam Electric SE, was a coal-fired plant that operated from 1952 to 1982. It was converted to natural gas power for 2 years but then went to “stand-by” status. A variety of ownership changes ensued, and the site eventually became a personal storage yard. After a number of years, the opportunity to purchase the property came in 2021. This was done as part of a cooperative agreement with Delta-Montrose Electric Association who were interested in the northern parcel for expansion planning.

Prior to its ownership, the City was able to conduct EPA funded environmental site assessments in 2014 and 2017 identifying much of the site’s hazards and potential impacts. Upon its ownership, the City was able to prevent unintentional exposure to the public by securing the site and the building and removing some of the items and vehicles left on the property.

In 2024, the City was awarded a service grant through the Colorado Department of Public Health and Environment (CDPHE) where further site characterization and structural assessments were completed to gain a fuller understanding of the remediation work needed at the site and its associated costs.

The majority of the environmental hazards stem from the asbestos used extensively within the structure, polychlorinated biphenyls (PCB’s), and the fly-ash that is the byproduct of the coal-fired process of the era. Updated cost estimates are being completed now and will be available prior to the Regular City Council meeting on January 20th, but are estimated to be around \$4,000,000. This covers the removal of the asbestos within and surrounding the structure,

remediating the polychlorinated biphenyls, capping the fly ash with vegetative cover, and implementing institutional controls for small amounts of other hazardous materials to ensure long term safety of the public. No mitigation is required related to the river or ground water. No known migration or seepage of heavy metals or other hazardous waste was detected in the sampling that has been performed.

If funded, the grant would provide for costs associated with hiring qualified contractors and an environmental professional, who along with City Staff will work with CDPHE and the EPA to finalize a remediation plan and oversee the work of remediation. If funded, the work could begin as early as fall of 2026. It is hoped that the cleanup of the site will be a catalyst for revitalization of the area and create a valuable asset to the community.

Financial Considerations:

The total amount that is being requested from the EPA Brownfields office is up to \$4,000,000, dependent on the final cost estimates. There is no required match for this round of grant funding due to the Bipartisan Infrastructure Law.

Recommendation:

City Staff recommends approval by City Council to authorize submission of a US EPA Brownfields Cleanup grant application in the amount of up to \$4,000,000 to fund the cleanup of the Bullock Power Plant site.