CITY COUNCIL WORK SESSION
Monday, July 18, 2022 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, and the meeting can be viewed via livestream at https://www.cityofmontrose.org/759/Live-Meetings-Viewer.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. In order to allow time to book this resource, please email planningmail@ci.montrose.co.us at least three days before the meeting.

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1) INTRODUCTION OF NEW CITY EMPLOYEES

- Chris Worton - Customer Service / Civilian Report Taking Technician
- Zach Johnson - Trash & Recycle Operator
- Alison Dahl - GIS Analyst
- Chris Ottinger - Utilities Worker
- Josh Hoskins - Utilities Worker
- Will Phillips - Utilities Worker

2) DISCUSSION ITEMS

A) METSA Delegation of Authority Ordinance (15 minutes)
Staff: City Attorney Ben Morris **3-6**

B) Opioid Settlement Agreement (15 minutes)
Staff: City Attorney Ben Morris **7-19**

C) The Hub at Montrose Crossing Development Agreement Deadline Extension Request (15 minutes)
Staff: City Manager William Bell **20-40**

D) Townsend Avenue Intersection Capacity Studies Project Overview (10 minutes)
Staff: City Engineer Scott Murphy **41-42**

E) Water Resource Inventory and Master Planning Project (30 minutes)
Staff: City Engineer Scott Murphy **43-46**

F) Victim Assistance Law Enforcement (VALE) Grant Resolution (10 minutes)
Staff: Police Chief Blaine Hall and Victim's Advocate Chantelle Bainbridge **47-48**

**Please note that the times listed are estimates only. Actual times may vary depending upon discussion and public comment received.*

3) GENERAL CITY COUNCIL DISCUSSION

4) STAFF COMMENTS

A) Public Safety Complex Construction Project Update
Staff: Police Chief Blaine Hall and Public Works Manager Jim Scheid

UPCOMING AGENDA TOPICS

- Brew Pub Liquor License Transfer for Silver Basin Brewing - August 16
- New Lodging & Entertainment Liquor License Application for Bluecorn Café – Augst 16
- Sales, Use, and Excise Tax Report for June 2020 – August 16
- Second Quarter Budget Review – August 16

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, DELEGATING AUTHORITY TO THE BOARD OF DIRECTORS OF THE MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY TO SET THE RATE OF THE CHARGE IMPOSED ON SERVICE USERS PURSUANT TO C.R.S. §§ 29-11-102, 102.5, AND 103.

WHEREAS, on February 1, 1988, the Board of County Commissioners of the County of Montrose, Colorado, a body politic and corporate ("Montrose County"), the City of Montrose, Colorado, a municipal corporation ("Montrose"), the Town of Olathe, Colorado, a municipal corporation ("Olathe"), the Montrose Fire Protection District, a political subdivision of the State of Colorado ("MFPD"), the Olathe Fire Protection District, a political subdivision of the State of Colorado ("OFPD") entered into an Intergovernmental Agreement "E-911" "Emergency Telephone Service" establishing an "Emergency Telephone Authority" (the "**Intergovernmental Agreement**"); and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, the Town of Naturita, Colorado, a municipal corporation ("Naturita"), the Town of Nucla, Colorado, a municipal corporation ("Nucla"), MFPD, OFPD, the Nucla-Naturita Fire Protection District, a political subdivision of the State of Colorado ("Nucla-Naturita FPD"), and the Norwood Fire Protection District, a political subdivision of the State of Colorado ("Norwood FPD") entered into an "Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service", establishing the Montrose Emergency Telephone Service Authority ("**METSA**"); and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD, Norwood FPD and the Paradox Fire Protection District, a political subdivision of the State of Colorado ("**PFPD**") entered into an Amendment Re Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service," amending the Intergovernmental Agreement to include PFPD and its residents; and

WHEREAS, METSA was created pursuant the provisions set forth under the provisions of C.R.S. § 29-11-101, et seq. and has operated since 1989; and

WHEREAS, effective May, 2000, METSA entered into an Amendment to Intergovernmental Agreement allowing for METSA to collect emergency telephone access charges on wireless telephone Exchange Access Facilities; and

WHEREAS, on August 30, 2003, METSA entered into an Amendment to the Intergovernmental Agreement Concerning the Implementation of "E-911" Emergency

Telephone Service, allowing for METSA to collect Emergency Telephone Charges necessary to adequately operating the Emergency Telephone Service Authority; and

WHEREAS, on or about November 8, 2004, METSA entered into an Agreement for Communication and Emergency Telephone Services with San Miguel County E-911 Emergency Telephone Service Authority ("**SMETSA**"); and

WHEREAS, on November 7, 2019, the 2004 SMETSA Agreement was terminated and METSA entered into a new Intergovernmental Agreement by and between Montrose Emergency Telephone Service Authority and the San Miguel Emergency Telephone Service Authority with SMETSA; and

WHEREAS, on or about February 23, 2005, METSA entered into an Agreement for Communication and Emergency Telephone Service with the Ouray County Emergency Telephone Service Authority ("**OCETSA**"); and

WHEREAS, SMETSA and OCETSA are recognized as voting members of METSA's Governing Body; and

WHEREAS, in November of 2015 the Board of Directors for the Norwood FPD provided notice to METSA to opt out as a Member; and

WHEREAS, on December 11, 2015, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla- Naturita FPD, the Ouray County Emergency Telephone Service Authority ("OCETSA"), the San Miguel County E-911 Emergency Telephone Service Authority ("SMETSA"), and PFPD (collectively, the "**Members**") adopted an Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E-911" "Emergency Telephone Service" (the "Amended and Restated IGA"); and

WHEREAS, on January 21, 2016, METSA adopted the Amended and Restated Bylaws of the Montrose Emergency Telephone Service Authority (the "Amended Bylaws") on January 21, 2016; and

WHEREAS, on September 16, 2019, the Paradox Fire Protection District was dissolved, and all properties formerly in that district were annexed into the Nucla-Naturita Fire Protection District; and

WHEREAS, METSA adopted its Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E-911 "Emergency Telephone Service Authority" on or about March 18, 2020 and its Amended and Restated Bylaws on July 16, 2020; and

WHEREAS, Montrose is a member of METSA pursuant to the Amended and Restated IGA; and

WHEREAS, the Board of Directors of METSA (the "Board") is comprised of representatives from Members of METSA; and

WHEREAS, pursuant to Article VI, Section A of the Amended and Restated IGA, each Member of METSA shall annually pass an ordinance or a resolution imposing a charge pursuant to C.R.S. §§ 29-11-102, 102.5 and 103, on each Service User (as defined in such statute) within its jurisdiction in an amount, together with any surplus funds carried forward, is sufficient to fund the expenditures of the Authority, or such Member shall delegate to the Board for the Authority the ability to set such rate; and

WHEREAS, the City of Montrose desires to delegate authority to the Board to set a surcharge rate; and

WHEREAS, at its regular monthly meeting on November 18, 2021, METSA adopted a resolution establishing the emergency telephone charge effective February 1, 2022 at an amount up to one Dollar and Eight-one Cents ($1.81) as approved by the Colorado Public Utilities Commission.

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

The City of Montrose hereby delegates authority to the Board to set the surcharge at no less than the maximum One Dollar Eighty-One Cents ($1.81) charge imposed on Service Users pursuant to C.R.S. §§ 29-11-102, 102.5 and 103.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the __ day of ___________, 2022, 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 __ day of __________, 2022.

CITY OF MONTROSE, COLORADO

____
David Frank, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this __ day of __________, 2022.

CITY OF MONTROSE, COLORADO

____
David Frank, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk

<u>Colorado Opioids Settlement Memorandum of Understanding Summary</u>

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding ("Colorado MOU"). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado's local governments are currently being asked to participate in recent settlements with the "Big 3" Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

1. **10%** directly to the State ("State Share")
2. **20%** directly to Participating Local Governments ("LG Share")
3. **60%** directly to Regions ("Regional Share")
4. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share")

Under the Colorado MOU, all settlement funds must be used only for "Approved Purposes," a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder ("OUD") treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

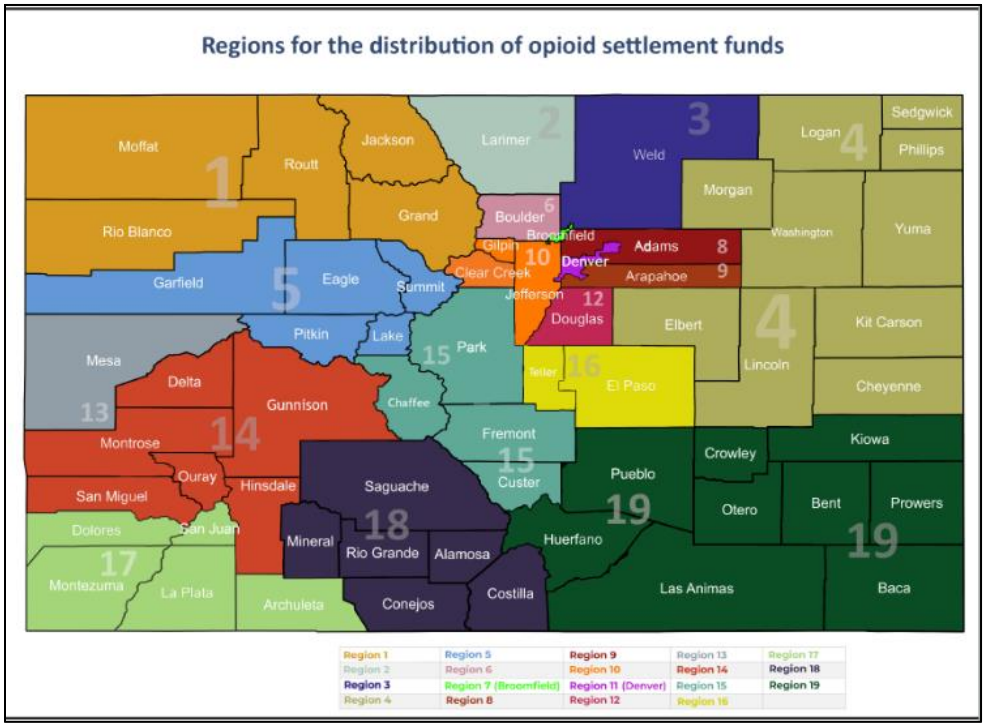
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own "Regional Council" to determine what Approved Purposes to fund with that region's allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

<u>A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.</u>

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

For Counties:	**For Municipalities:**
Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org

If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.

2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.

3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).

4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

6. Scholarships for certified addiction counselors.

7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.

8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.

9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.

13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.

3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.

6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.

8. Develop best practices on addressing OUD in the workplace.

9. Support assistance programs for health care providers with OUD.

10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:

   a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;

   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.

3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.

6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

4. Child and family supports for parenting women with OUD.

5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing.

3. Continuing Medical Education (CME) on prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.

7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.

4. Public education relating to emergency responses to overdoses.

5. Free naloxone for anyone in the community.

6. Public education relating to immunity and Good Samaritan laws.

7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.

2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.

2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.

3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: William Bell, *City Manager*
DATE: July 13, 2022
RE: Hub at Montrose Crossing Development Agreement Extension Request
CC: Ann Morgenthaler, Scott Murphy, Shani Wittenberg

Action

Consider a 12 month extension to the 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

The City of Montrose entered into a development agreement with 1890 Homestead, LLC on November 16, 2021 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. The original cover memo summarizing the details of the development agreement and history of the project are included following this memo.

The original development agreement included a deadline to obtain the project's building permit by June 1, 2022 and complete the project by June 1, 2024. The City Manager's Office extended the building permit deadline until July 1, 2022 to be responsive to the fast-changing construction market and staff schedules. During that extension timeframe, 1890 Homestead has since requested a 12 month extension of the building permit and completion deadlines. 1890 Homestead has indicated that rapidly rising interest rates have created unique challenges for the economics of the project will require additional time to resolve. While a one-month extension was within the administrative and operations purview of the City Manager, a 12-month extension is a more significant budgetary request and warrants City Council review.

Project Financials

The City's 2022 budget included funding for the originally approved development agreement. If extended, this could be considered in the 2023 budget with portions of the project potentially being covered through American Rescue Plan Act (ARPA) federal funds if the timing allows.

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

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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.

Attachment A - August 2020 Work Session Packet

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.

Attachment A - August 2020 Work Session Packet

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)

HEDK ARCHITECTS

NE MONTROSE MULTI FAMILY SCHEMATIC MASTER PLAN #5

Montrose, CO

#20161 / 08.20.2020
NE Development

SCALE 1" = 80'-0"

N

Attachment A -
August 2020 Work
Session Packet

HEDK ARCHITECTS

NE MONTROSE MULTI FAMILY CONCEPT ELEVATION

Montrose, CO

#20161 / 08.25.2020
NE Development

CONCEPT ONLY
NOT TO SCALE

Attachment B - Current Project Overview

THE HUB AT MONTROSE CROSSING

City of Montrose
Development Agreement
with
1890 Homestead, LLC

TABLE OF CONTENTS

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 shallnot 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 toGrantee 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 in 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 andthe 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 aspectsof 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, againstany 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 setforth 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 nay extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If City determines the Granteeis in violation of this provision, City may exercise any remedy available at law or in equityor 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 notifythe 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 underthis 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 complywith 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

Exhibit A - Project Overview

THE HUB

AT MONTROSE CROSSING

For council and the public's informational purposes only to provide a summary of the project.
No council action needed due to contract amount under $50k

PROJECT EXPENSE AUTHORIZATION

TO: William Bell, *City Manager*
FROM: Scott Murphy, *City Engineer*
DATE: July 1, 2022
RE: Townsend Avenue Intersection Capacity Studies Expense Authorization
CC: Ann Morgenthaler

Background

The City of Montrose issued a request for proposals to perform traffic studies and develop planning-level short- and long-term improvement plans for the following intersections on Townsend Avenue:

- Main Street/Townsend (incl. consideration of turn lanes and median extensions across North and South 1st Streets)
- South 5th/Townsend
- East Oak Grove/Townsend
- Ogden/Townsend

These intersections are currently experiencing operational inefficiencies and delay due to (but not limited to) excessive volume, lack of turn lanes, offset lanes, inadequate queue storage, and inadequate pedestrian facilities. Through this project, the City wishes to evaluate current intersection performance and to develop conceptual plans for warranted improvements that can be made in both the near term (such as striping or turn lane changes), and the long term (such as right of way acquisition, intersection widening, and large-scale reconfigurations). Studies will take into account both current and future-projected traffic volumes. The results of the studies will be used as input for future capital planning.

Request for Proposals and Design Team Recommendation

The request for proposals for this project was issued on June 6, 2022 and bids were publicly received on June 30, 2022 from five proposers summarized below.

TABLE 1
Summary of Consultant Proposals

Consultant	Location	Price
Turnkey Consulting	Mesa, CO	$47,220.00
Kimley-Horn	Snowmass Village, CO	$53,750.00
KLJ Engineering[1]	Grand Junction, CO	$55,811.40
Stolfus Associates	Greenwood Village, CO	$89,000.00
HDR	Denver, CO	$97,722.00

Upon review of the proposals all project teams were considered qualified to perform the work and proposed a good approach. As a result, the distinguishing factor between the proposers becomes price. To that end, staff is recommending contract award to the low bidder, Turnkey Consulting.

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[1] It should be noted that this proposal was incorrectly submitted directly to the City Engineer and not to the City's bid email.

Project Expense Authorization
Townsend Intersection Studies
July 1, 2022

Project Schedule
The project is scheduled to be completed by the end of 2022.

Contract Administration and Project Financials
Contract administration and project management will be performed by the City of Montrose engineering department. The 2022 budget included $60k in the capital improvement fund for this project; placing the anticipated cost approximately $13k under budget.

APPROVAL

7/6/22

William Bell Date
City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: July 12, 2022
RE: Water Resource Inventory and Master Plan Project Outline and Summary of Proposals
CC: William Bell, Shani Wittenberg

Purpose

The purpose of this memo is to provide an outline of the City's proposed water resource inventory and master plan project and to summarize proposals received to perform this work. City staff are currently in the process of evaluating these proposals through a qualifications-based selection process and will bring a contract recommendation to a future council meeting.

Background

Thanks to the work of our predecessors, the City of Montrose's water resource portfolio is secure and currently has room to grow as we are using less than 50 percent of our currently-available water resources. That being said, it is important that the City responsibly manage and utilize this precious resource for many generations to come; especially in the face of continued growth, prolonged drought, and aridification of the region. To that end, this project looks to accomplish the following goals:

1. Prepare an inventory/master plan report that can be used to educate City Staff/Management, City Council, and the public regarding the City's water resources and their management. This will also prove useful for succession planning within City departments involved with water.
2. Utilize the inventory/master plan findings and report to facilitate and guide responsible development, effective land-use regulations related to water, practical water conservation programs, efficient City water operations, and capital improvements to reduce consumptive water use.
3. Understand if the City's existing water resources are enough to cover the anticipated urban buildout within the City's service area boundary. Based on these data, identify the amount of conservation or water resource expansion that would be required to fully develop the City's service area. The City also receives requests for expansion of our service area from time to time; these growth projections will help to determine if these expansion requests should be entertained.
4. Understand risks to the City's water supply due to prolonged drought, a Colorado River compact call, local calls within the Uncompahgre watershed, climate change, and/or watershed damages (wildfire, spills, etc).
5. Develop Montrose as a local leader in responsible water resource management and ultimately serve as a resource to other communities looking to do the same.

The final report is expected to include the major elements shown in Attachment A. As is typical of other City master planning efforts, this project will include various types of citizen outreach and engagement to understand and incorporate our community's desires as they relate to water resource management and conservation.

Request for Proposals Process

On June 8, 2022 the City of Montrose issued a request for proposals to procure a consultant for this project. Proposals were publicly received on July 11, 2022 from four consultants summarized in Table 1.

TABLE 1
Summary of Proposals Received

Consultant	Location
Kaleidoscope Consulting	Albuquerque, NM
Lynker Corporation	Boulder, CO
Wright Water Engineers	Durango/Denver, CO
LRE Water	Glenwood Springs, CO

The City's utility and engineering departments are currently reviewing the consultant proposals and will assign a score between 0 and 4 to each based on weighted evaluation criteria. These scores will serve as the basis for recommendation of a preferred consultant at an upcoming council meeting.

It should be noted that the request for proposals did not include any requests for total project costs; only for hourly rate sheets of the team assigned to the project. Given the open-ended nature of this project, the contract is planned to be setup on a time-and-materials, as-needed basis.

Project Schedule

This planning effort is scheduled to extend into the third quarter of 2023. Originally the project was envisioned to be completed in 2022; however, present workload and availability of both City staff and consultants have pushed out the project timeline. The initial 2022 project efforts will focus on answering questions regarding water demand projections and potential expansion of the City's water service area; these requests are becoming somewhat frequent due to continued development interest along the edges of the City's current water service area.

Contract Administration and Project Financials

Contract administration and project management will be performed by the City of Montrose engineering department. The 2022 budget included $75k in the water fund for this project. A contract award of $75k will be recommended for this effort and any unused balance from 2022 will included in the 2023 budget request.

ATTACHMENT A

CITY OF MONTROSE
WATER RESOURCE INVENTORY AND MASTER PLAN
Research and Report Outline
July 12, 2022

Below is an outline of the anticipated elements to be included in the City's water resource inventory at a minimum. As the project progresses, this outline is expected to expand.

1.0 WATER TREATMENT AND DISTRIBUTION HISTORY

a. Original diversions of Uncompahgre River water, wood pipe distribution system
b. System prior to creation of Project 7 – generally independent providers
c. Current-day water treatment and distribution (creation of Project 7 and current water districts)
d. Current plans for second treatment plant near Ridgway

2.0 WATER RESOURCE INVENTORY

For each of the sources below discuss history of how acquired, partnerships/stakeholders in its use, quantity of water available, how utilized (primary source, backup source, water exchanges, etc), what used for (municipal vs. irrigation), infrastructure in place to utilize (hydraulic distribution/diversions or seasonal limitations, etc), limitations on use, etc.

a. 10,000 AF in Ridgway, leased from Tri-County Water (operator of Ridgway Dam), water used by UVWUA, water right exchange with water from Gunnison. Discuss Dallas Creek project and how structured, pools of water available in Ridgway.
b. 80 shares in the Cimarron Canal company. Use to fill Cerro Reservoir (720 AF). Limited by capacity of fill line, storage in Cerro, capacity of raw water line down Hwy 50. One share can produce 40 AF in a good year but can only divert surface flows – no storage water from Silver Jack available. Not able to utilize full potential. Harder to treat at treatment plant.
c. Direct flow irrigation water rights. Summarize direct flow rights filed with State, locations, rates, alternate diversion location records. Primarily used for irrigation of parks. Evaluate old Gunnison water right currently on abandonment list. Summarize historic direct-diversion rights (old Uncompahgre River direct flow)
d. Uncompahgre Valley Water Users Association Shares. Summarize share water, how used, identify which are not currently utilized.
e. Rice Ditch Shares. Irrigation shares from the private Rice Ditch. Used to irrigate Taviwach Park. Little organization on the ditch. Summarize available shares, organizational structure, historic use.

3.0 MUNICIPAL WATER USE

3.1 Historic Use

a. Compile total municipal water use by year over the past 20 years, plot alongside population estimates, plot alongside drought index, plot historical water use per capita. Use AMI and GIS tools as appropriate to analyze data.

3.2 Projected Use

a. Utilize planning department, zoning/density information, GIS, and AMI tools to estimate a range of expected water demand at full buildout of City's water district. This would be analyzed several ways: based on typical use per capita, observed use per capita, and expected use per acre for a given zoning or land use Compare to available water resources to identify expected shortage or surplus.

4.0 PUBLIC OUTREACH

Summarize results of public outreach efforts (open houses, social media surveys, etc) and feedback received from the public regarding the community's water resources.

5.0 WATER RESOURCE PLANNING

This section will focus on summarizing potential actions that can be taken to reduce demand/promote conservation and potentially expand available water supply. For each item discuss what implementation would entail, pros/cons, political implications, permitting implications, quantity of water that may be saved or made available, and potential costs as applicable. Ultimately looking to identify the cost-benefit and understand where to best focus conservation and expansion efforts.

5.1 Reduce Demand/Promote Conservation

a. Land Use Policies. Identify land use policies that could be considered to reduce municipal demand on new development such as landscaping restrictions on non-essential turf, turf size limitations, mandatory separate irrigation systems for large-lot subdivisions, etc
b. Conservation Programs. Turf buyback, graywater reuse, reclaimed wastewater re-use, low turf incentives, sprinkler timer replacement programs, etc
c. Enforcement. Water waste program and regulations
d. Educational Resources. Water-smart landscaping and irrigation resources, water conservation marketing and promotion initiatives
e. City operational and capital considerations. Identify steps the City can take to reduce consumptive use. This would include items such as irrigation operational changes, irrigation system improvements, non-functional turf removal and replacement with desert landscaping, conversion of parks irrigated with treated water to irrigation water, etc. Want to spend a lot of focus here and create tangible plan for implementation over the next 10 to 15 years.

5.2 Expand Water Resources

a. Feasibility of agricultural to municipal conversions. <u>Not buy and dry</u> but investigating if there is a way to keep unused agricultural water resources or shares here if not being used for agriculture anymore or as subdivisions occupy previously-irrigated land.
b. Potential expansion of municipal water pool in Ridgway from BOR's non-contract pool.
c. Evaluation of actions needed to better utilize Cimarron Canal company shares (improved transmission capacity, additional storage, etc).

6.0 VULNERABILITY/RISK ASSESSMENT

a. Attempt to summarize vulnerability of water supply to shortage taking into consideration probability of early-season call on the river taking Ridgway's fill out of priority. Identify unique considerations that protect against this even though Ridgway's right is relatively junior.
b. General vulnerability to wildfire or other watershed damages
c. Recognition of basin-wide shortage on Colorado River and its potential implications on our water supply, especially if a call were placed on the River by the lower basin states.
d. Quantify climate change's expected impact on water supply. Summary of impact on river yield, timing of runoff, reduction in yield per degree of average temperature rise, etc.

RESOLUTION 2022-

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

WHEREAS, the Montrose Police Department received approximately 32,028 Calls for service in 2021; and

WHEREAS, the Montrose Police Department has seen a 67% rise in cases that require Victim Services involvement within the past 10 years from 349 victims to 583 and continue to see a rise in cases that require Victim Services involvement and wish to expand the Victim Services program (this number does not include unattended death or suicide response); and

WHEREAS, there has been a rise in requests to meet with the Victim Advocate for immediate in person, crisis intervention purposes by 34% from 22 responses midyear 2021 to 35 responses midyear 2022; and

WHEREAS, there has been a rise in the total number of crime victims assisted by 41% from 96 total victim midyear of 2021 versus 128 midyear 2022; and

WHEREAS, there has been a significant rise in the number of sexual assault victims that we have assisted by 91% from 23 midyear of 2021 versus 44 midyear 2022; and

WHEREAS, the State of Colorado has passed legislation in 2021 requiring suspects to be Advised within 48 hours of arrest, beginning in April 2022, which requires Victim Services to contact crime victims on Sundays to discuss their rights, inform them of the protective order, and ensure they have the ability to exercise their right to be present and speak; and

WHEREAS, the Victim Rights Act continues to grow regularly to include additional crimes, eight of which have been added within the past three years and five of the eight being added within the past two years with an additional crime currently pending approval by the governor; and

WHEREAS, the Victim Advocate has accumulated additional necessary responsibilities that take up a large portion of her time, such as facility dog handler, community education, neighboring agency Victim Rights Act training and Academy Instructor for Victim Rights Act and Domestic Violence, thus making it extremely difficult to focus on other activities that would immensely benefit crime victims and the community; and

WHEREAS, the Montrose Police Department wishes to improve upon the services currently provided to include Sunday Advisement coverage, with intention to create a weekend work schedule, days specifically geared towards helping victims with obtaining civil protection orders, apply for Crime Victim Compensation or access other community resources, regular follow up with crime victims, court room training with our facility dog and can only accomplish this with an additional Victim Advocate; and

WHEREAS, the Montrose Police Department wishes to reduce the burnout caused by vicarious trauma of the current full time Victim Advocate and maintain longevity with future advocates and employees within this type of position; and

WHEREAS, the Montrose Police Department is mandated by the Colorado Constitution to guarantee certain rights to victims of violent crimes, employs one full time Victim Advocate to ensure compliance and to provide services to crime victims, and wish to apply for a portion of the Victim Advocate's salary in the amount of $28,000.00; and

WHEREAS, the Montrose Police Department has recognized that due to the crime rate and requirements the Victim Rights Act has placed on law enforcement agencies; the need has outgrown one Victim Advocate and the Montrose Police Department wishes to employ an additional full time Victim Advocate to accommodate the new and current requirements as well as expected future growth of the Victim Rights Act and rising crime rate and wish to apply for a portion of the Victim Advocates Salary in the amount of $20,080.

NOW, THEREFORE, the City Council of the City of Montrose:

- Authorizes the City of Montrose Police Department to file a Victim Assistance Law Enforcement (VALE) Grant through the 7th Judicial District Victims Assistance Board for the total of $48,080.00, to cover a portion of both the current Victim Advocate's Salary and a new Victim Advocates salary.
- Authorizes the Chief of Police to act in connection with the application and to provide such additional information as required.
- Authorizes the City Manager, Chief of Police and Finance Director to sign the grant application and reporting documents.

ADOPTED this 2nd day of August, 2022, by the Montrose City Council

CITY OF MONTROSE, COLORADO

By ______________________________
David Frank, Mayor

ATTEST:

____
Lisa DelPiccolo, City Clerk