

ORDINANCE NO. 2021-01

**MONTROSE COUNTY COLORADO
ORDINANCE**

**CONCERNING
PROHIBITED ACTIVITIES ON COUNTY LEASED PROPERTY
KNOWN AS THE SHAVANO GATEWAY RECREATION AREA**

WHEREAS, pursuant to C.R.S. § 30-15-401, *et seq.*, the Board of County Commissioners of Montrose County is authorized to adopt ordinances for the control of those matters of purely local concern; and

WHEREAS, C.R.S. § 30-11-101 authorizes the Board of County Commissioners to hold real estate for the use of the County and

WHEREAS, Montrose County has leased approximately 44 acres of vacant property from the United States Department of Interior Bureau of Land Management through a Recreation or Public Purposes Act Lease "Lease" as described in the attached lease Serial #COC-78200 (hereinafter "the Property"); and

WHEREAS, the County has agreed to manage the Property in accordance with the Development and Management Plan approved as part of the Lease; and

WHEREAS, assurance of public safety and resource protection are critical management goals for the Property; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONTROSE COUNTY, COLORADO, that Montrose County hereby enacts the following rules and regulations concerning use of the Property:

**SECTION I:
PURPOSE**

The purpose of this ordinance is to ensure the safety of the general public lawfully utilizing any portion of the Property, and to ensure that the Property and surrounding wildlife is not disturbed or compromised by onsite activities. However, it is not the purpose of this ordinance to prohibit lawful recreational activities on adjoining BLM administered lands.

**SECTION II.
PROHIBITIONS**

2.1 Overnight use and camping shall be prohibited on the entirety of the Property.

2.2 Discharge or use of firearms and other weapons shall be prohibited within the entirety of the Property.

2.3 No excavation, construction, disturbance or other alteration of the Property may occur unless approved in writing by Montrose County in consultation with the Bureau of Land Management. Such disturbances and improvements shall be limited to those identified in the Lease.

2.4 The use of fireworks shall be prohibited within the entirety of the Property.

2.5 Campfires and open burning shall be prohibited within the entirety of the Property. Grills and contained devices for cooking purposes may be allowed subject to local restrictions and fire conditions.

2.6 In addition to this Ordinance, activity on the Property is subject to all applicable local, state and federal laws and regulations.

2.7 In consultation with Colorado Parks and Wildlife, Montrose County may enact seasonal winter closures from the Property onto adjoining BLM lands in order to protect wintering big game species. Such closures shall be posted onsite and shall be enforceable under this Ordinance.

2.8 This Ordinance shall not interfere with any valid existing right of access to the property including, but not limited to; access for grazing permittees, irrigators and utility providers.

SECTION III PENALTIES

3.1 Violation of any portion of this Ordinance which does not cause damage, or cause damages in an amount less than \$100.00 shall be a Class 2 Petty Offense, punishable as follows for each incident or charge:

First offense: \$100.00 fine

Second offense: \$250.00 fine

Third and subsequent offenses: Court appearance with the court to set a fine of no less than \$400.00 nor more than \$1,000.00.

3.2 Violation of any portion of this Ordinance which causes damages to the Property, river, or surrounding area in the amount of \$100.00 or more shall be a Class 2 Misdemeanor, punishable pursuant to the provisions of C.R.S. § 18-1.3-501, to include possible a fine of between \$250.00 and \$1,000.00 and possible imprisonment of three to twelve months.

3.3 Montrose County reserves the right to seek restitution through the criminal case for the clean-up or repair of damages caused by violation of this Ordinance.

3.4 Montrose County reserves the right to seek additional civil remedies as appropriate.

SECTION IV
ENFORCEMENT

The provisions of this Ordinance shall be enforced by any person designated as a “peace officer” as defined by C.R.S. § 16-2.5-101.

BE IT ORDAINED, that the Board of County Commissioners of Montrose County, Colorado, does hereby adopt the foregoing Ordinance Concerning Prohibited Activities on County Leased Property Known as the Shavano Gateway Recreation Area.

BE IT FURTHER ORDAINED, that pursuant to C.R.S. § 30-15-405, this Ordinance shall become effective on the thirtieth (30) day after the date of its publication, pursuant to that section.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

COC-78200

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of _____, 20____, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and **Montrose County**

_____ hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

New Mexico Principal Meridian, Colorado

**T. 48 N., R. 10 W.,
Sec. 8, SE1/4NE1/4 and NE1/4SE1/4, that
portion lying southeasterly of the
southeasterly right-of-way line of
Montrose County 90 Road and easterly of
the easterly edge of Shavano Loop trail.**

containing **44.0** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **5** years, the rental to be \$ **N/A** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

Construction and operation of the Shavano Gateway Recreation Area

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

- (a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;
- (b) Federal agents and game wardens upon the leased area on official business;
- (c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as **Shavano Gateway Recreation Area Plan of Development**

and approved by an authorized officer on **02/20/2019** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of _____ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

Keith Caddy
(Signature of Lessee's Authorized Officer)

By _____
(Authorized Officer)

Eloise Lentz
(Signature of Witness)

(Title)

12-16-20
(Date)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

APPROVED AND ADOPTED on First Reading

This 16th day of December, 2020

BOARD OF COUNTY COMMISSIONERS
MONTROSE COUNTY, COLORADO:

Keith Caddy
Keith Caddy, Chair

Roger Rash
Roger Rash, Vice Chair

Sue Hansen
Sue Hansen, Commissioner

ATTEST:

Ernesta Guyres
Ernesta Guyres
Clerk/Deputy Clerk to the Board



AMENDED, APPROVED, AND ADOPTED on Second and Final Reading

This 3rd day of February, 2021

BOARD OF COUNTY COMMISSIONERS
MONTROSE COUNTY, COLORADO:

Sue Hansen
Sue Hansen, Chair

Keith Caddy
Keith Caddy, Vice Chair

Roger Rash
Roger Rash, Commissioner

ATTEST:

Ernesta Guyres
Ernesta Guyres
Clerk/Deputy Clerk to the Board

