



CITY COUNCIL WORK SESSION
Monday, February 6, 2023 - 10:00 AM
Community Room, Montrose Public Safety Complex - 434 S. First Street

Public participation for this meeting will be in person in the Community Room of the Montrose Public Safety Complex. 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.

1) **DISCUSSION ITEMS**

- A) Impact Development Fund and Down Payment Assistance (20 minutes)
Ross Valdez, Business Development Manager for Impact Development Fund 2-6
- B) 2023 Ford Vehicle Purchase Recommendation (15 minutes)
Staff: Public Works Manager Jim Scheid 7-9
- C) Moving Montrose Forward 2023 Surface Treatment Contract (15 minutes)
Staff: City Engineer Scott Murphy 10-12
- D) Rausch USA CCTV Sewer Camera Van Purchase Recommendation (10 minutes)
Staff: Utilities Manager David Bries 13-14
- E) 2023 Annual Annexation Report and 3-Mile Plan (15 minutes)
Staff: Planning Manager Jace Hochwalt 15-27
- F) Sunset Village Addition Annexation (10 minutes)
Staff: Planning Manager Jace Hochwalt 28-34
- G) City Council Review of Declaration of Covenants with Weststar Development, LLC (10 minutes)
Staff: Planning Manager Jace Hochwalt 35-61

2) **STAFF REPORTS**

- A) Year-End Crime Statistics
Staff: Police Chief Blaine Hall 62-65

3) **GENERAL CITY COUNCIL DISCUSSION**



Impact Development Fund Colorado Down Payment Assistance Fund Product Guideline

Eligible Borrowers:	Natural persons with U.S. citizenship or otherwise legally in the United States. The purchased unit must be the borrower's primary residence while the loan is outstanding.
Eligible Properties:	Single family residence, duplex, townhomes, condominiums and manufactured homes permanently affixed to permanent foundation and taxed as real property within the following counties: Larimer, Weld, Fremont, Eagle, Montrose, Mesa, San Miguel, and Ouray. Subject property must meet Housing Quality Standards (HQS) as determined by third party inspection and cannot be located in a FEMA designated flood plain. The property must be owner/seller occupied or vacant at the time an offer is made. This must be documented by securing a copy of the appraisal, completed by a Colorado licensed real estate appraiser, which states the occupancy status of the home. <i>Tenant occupied homes are <u>ineligible</u> unless the tenant is also the purchaser.</i>
Income Maximum:	Income up to 80% or less of the most recently published CHFA Area Median Income adjusted for actual household size, in the subject property county. No geographic restrictions apply. Income up to a max of 100% of the most recently published CHFA Area Median Income, adjusted for actual household size in the subject property county, may be eligible. Northern Colorado geographic restrictions apply: for Larimer and Weld counties, the subject property must be located outside the city limits of Fort Collins, Loveland, and Greeley. Income is established by the currently demonstrated income, excluding overtime, shift bonus, commission and bonus income that have not been earned consistently for the most previous 2-year period with a strong likelihood of continuance.
Loan Amount:	\$25,000 maximum
Total Debt Ratio:	Maximum back ratio of 45%
Repayment:	Households earning 80% or less AMI: the loan will be repaid via principal and interest monthly payments over a period not to exceed 30 years at 0.00% interest. After review of affordability level and debt capacity, applicant may be eligible for deferred payment at 0.00% interest over a period not to exceed 30 years. The loan will become immediately due upon the sale, transfer, refinance, when the house is no longer the primary residence, or upon the death of the borrower. No geographic restrictions apply. Households earning 81-100% AMI: the loan will be repaid via principal and interest monthly payments over a period not to exceed 30 years at an interest rate of 1.0%. The assistance will become immediately due upon the sale, transfer, refinance, when the house is no longer the primary residence, or upon the death of the borrower. Northern Colorado geographic restrictions apply: for Larimer and Weld counties, the subject property must be located outside the city limits of Fort Collins, Loveland, and Greeley.
Use of Funds:	Down payment, closing costs and pre-paid items related to the primary loan.

Homebuyer Training:	Required on all loans, as evidenced by a Fannie Mae, Freddie Mac, HUD or CHFA-approved provider.
Term:	Maximum 30 years
Loan Fees:	No origination charge collected from the borrower. Borrower will be responsible for applicable Clerk and Recorder charges to record the Deed of Trust, as well as any closing fees incurred from the Title Company/Closing Agent.
Collateral:	Subordinate lien priority on subject property.
Interest Rate:	Households at 80% or less AMI: 0.00% fixed interest rate Households at 81-100% AMI: 1.00% fixed interest rate
Compatible Mortgages:	DPA funds may be used in conjunction with conventional or portfolio first mortgage product except those containing a negative amortization feature or prepayment penalty. <u>FHA mortgages are not permitted.</u>
Combined Loan to Value:	Maximum CLTV is 100% of purchase price. Exceptions for VA and USDA-RD financing in which a funding fee or guarantee fee cause CLTV to exceed 100% will be evaluated on a case-by-case basis.
Minimum Investment:	Borrower must have a minimum direct transaction investment. Borrower contribution will be calculated as the greater of \$1,000 or 1.0% of the purchase price from a source acceptable to the primary lender. In no case may the Seller or premium pricing of the mortgage interest rate satisfy this minimum requirement.
Assets:	Borrower may not have liquid assets in excess of one and one-half times the household income.
Affordability Period:	Borrower must <i>maintain the property as their primary residence for a period of at least 5 years</i> , regardless of loan payoff (unless the payoff is recaptured through the sale of the home or foreclosure).
Exceptions Policy:	All aspects of the DPA eligibility and underwriting criteria are subject to Staff-level exception authority.
Loan Committee Review:	IDF's Loan Committee will be responsible for an annual audit of DPA files in accordance with IDF Loan Policies and Procedures as well as Colorado Division of Housing RLF criteria.

Origination Procedures

Application:	Mortgage loan officer submits Loan File Checklist to Impact Development Fund ("IDF"), complete with all required documentation. A loan commitment is usually issued within 48 hours, or less. Any remaining documentation requirements will be detailed.
Processing:	IDF will order site specific flood cert. for the subject property. IDF will order evidence of hazard insurance and a copy of the title commitment. Final loan disclosures are delivered electronically to the first mortgage loan officer and settlement agent at the Title Company for balancing prior to presentation to the borrower. All required loan disclosures will be delivered directly to the borrower in accordance with federal and state mortgage regulations. All outstanding items must be cleared prior to funding.
Closing:	IDF will deliver closing instructions, final loan document package and loan proceeds direct to title. Wires are sent 24 hours prior to the scheduled closing date.
Fees Collected:	A public recording fee for the deed of trust and reasonable closing fees assessed by the Title Company will appear on the DPA Closing Disclosure (CD). IDF will review and approve the final first mortgage CD prior to funding. Title insurance is not required for the DPA subordinate mortgage.
Requirements:	Both the borrower and first mortgage loan officer must execute the Lender Certification form, acknowledging disclosure of all loan terms and contact information.
Settlement:	Borrower may NOT receive any proceeds at the time of settlement regardless of total contribution. Title will be instructed to show any excess proceeds as a principal reduction to IDF on the first mortgage Closing Disclosure (CD) and return such funds for proper credit to the borrower. No changes to the DPA loan documents or loan amount shown on the CD are permitted as a result of excess proceeds.
Post Closing:	The original Deed of Trust will be recorded by title with all other original loan documents returned to IDF via overnight courier. Any excess proceeds will be applied as principal reduction, with applicable notice delivered to the borrower upon receipt.
Equal Opportunity Lender:	IDF does not discriminate against anyone through its lending practices or in any other decision-making processes due to race, color, religion, gender, disability, sexual preference, age, family status and/or national origin.



EXHIBIT D**HDG 2022 Income Limits****Larimer County****INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 75,200	\$ 85,900	\$ 96,600	\$ 107,300	\$ 115,900	\$ 124,500	\$ 135,100	\$ 141,700

Weld County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 69,300	\$ 79,200	\$ 89,100	\$ 99,000	\$ 107,000	\$ 114,900	\$ 122,800	\$ 130,700

Mesa County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 57,600	\$ 65,800	\$ 74,000	\$ 82,200	\$ 88,800	\$ 95,400	\$ 102,000	\$ 108,600

Eagle County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 78,300	\$ 89,500	\$ 100,700	\$ 111,800	\$ 120,800	\$ 129,700	\$ 138,700	\$ 147,600

Montrose County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 57,600	\$ 65,800	\$ 74,000	\$ 82,200	\$ 88,800	\$ 95,400	\$ 102,000	\$ 108,600

Ouray County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 62,100	\$ 70,900	\$ 79,800	\$ 88,600	\$ 95,700	\$ 102,800	\$ 109,900	\$ 117,000

San Miguel County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 67,000	\$ 76,500	\$ 86,100	\$ 95,600	\$ 103,300	\$ 110,900	\$ 118,600	\$ 126,200

Fremont County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 57,600	\$ 65,800	\$ 74,000	\$ 82,200	\$ 88,800	\$ 95,400	\$ 102,000	\$ 108,600

EXHIBIT D**Routt County****INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 71,700	\$ 81,900	\$ 92,100	\$ 102,300	\$ 110,500	\$ 118,700	\$ 126,900	\$ 135,100

Boulder County**INCOME LIMITS**

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
100%	\$ 87,800	\$ 100,400	\$ 112,900	\$ 125,400	\$ 135,500	\$ 145,500	\$ 155,500	\$ 165,600

Grantee is responsible for complying with annually updated limits.

PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Manager
Cc: William Bell, City Manager
Shani Wittenberg, Finance Director
Shane Brandt, Fleet Division Superintendent
DATE: February 6th, 2023
Subject: Vehicle Purchase Recommendation



Recommendation

Approve the purchase of 10 Ford vehicles from Sill-Terhar Motors in Broomfield, CO in the amount of \$667,250.00.

Background

On January 11th, 2023, the City of Montrose accepted bids for a total of 10 new Ford vehicles to be used by the Police Department and City Operations. The RFPs issued for these purchases were separated into two different RFPs (22-027 and 22-028) to allow for more participation from dealers that may specialize in one type of vehicle over another.

22-027

- 1 Police Interceptors (replacement)
- 2 K9 F-150's (replacement)

One bid was received for the Police Department vehicles RFP 22-027 from Sill-Terhar Motors.

Bidders 22-027	Product Cost	Notes
Sill-TerHar Motors, Broomfield CO	\$189,750.00	Variation in vehicle type (accepted)

22-028

- 1 F-150 for Water Distribution (replacement)
- 1 F-450 for Streets (additional)
- 1 F-350 for Fleet (replacement)
- 2 F-350's for Parks (replacement)
- 1 F-350 for Streets (replacement)
- 1 F-250 for Facilities (replacement)

Two bids were received for the City Operations vehicles RFP 22-028. Ford Motor Company placed a restriction on dealer awards to municipal fleets that only allows them a single pickup type vehicle in 2023. Due to this restriction both bids were for one select vehicle and did not include pricing for the seven vehicles total.

Bidders 22-028	Product Cost	Notes
Sill-TerHar Motors, Broomfield CO	\$83,000.00	Bid received on one vehicle only (Streets F-450) (accepted)
Montrose Ford, Montrose, CO	\$85,095.00	Bid received on one vehicle only (Streets F-450) with an unrealistic deadline for award. (Not accepted)

Montrose Ford price was within 5% of the price provided by Sill-Terhar Motors and would qualify for the local preference policy but included unrealistic deadlines for award and was not selected for award.

The City of Montrose Fleet Division continued to discuss options with the bidders to be able to order the remaining vehicles. Sill-Terhar was able to offer a quote for the vehicles to order them for their stock and then sell them to the City of Montrose. This option includes government pricing on two of the remaining six vehicles. The last four vehicles would not include the full government discount and are about \$3,000.00 more than what would have been offered on the State Bid pricing. Although this option is not ideal it does seem to be the only option that would allow the full order of 2023 vehicles to be placed.

The table below shows the total price quoted for the City Operations vehicles (including the bid for the single F-450) and the bid received for the Police Department vehicles.

Product	COMPANY	Product Cost	Budgeted Amount
City Operations Vehicles	Sill-TerHar Motors, Broomfield CO	\$477,500.00	\$395,500.00
PD Vehicles	Sill-TerHar Motors, Broomfield CO	\$189,750.00	\$214,000.00
Total		\$667,250.00	\$609,500.00

City Staff recommends purchasing from Sill-TerHar Motors for both the Police Department vehicles and the City Operations Vehicles.

Net Financial Impact

9 of the 10 vehicles are replacements and are budgeted in the Fleet Division Vehicle Equipment budget 600-8005-943-000. 1 vehicle is additional to the Fleet and is included in the 2023 Streets budget 100-5115-943-000.

The total amount for all of the purchases combined is \$667,250.00 which is over the budgeted amount by \$57,750. This overage will be funded from the Fleet Fund and recouped through the Fleet Interfund Lease to the appropriate department.



MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: January 30, 2023
RE: Moving Montrose Forward 2023 Surface Treatment (Slurry and Cape Seal) Contract Change Order
CC: William Bell, Shani Wittenberg

Action

Consider the approval of Change Order No 1 in the amount of \$1,434,194.50 to A-1 Chipseal's Moving Montrose Forward Surface Treatment Contract for completion of the 2023 surface treatment scope of work.

Background

Starting in 2018, the City of Montrose developed the *Moving Montrose Forward* (MoveMo) initiative which placed a renewed focus on street maintenance, reducing traffic congestion, and improving pedestrian and vehicular mobility throughout the community. As part of this effort, each year the City hires contractors to perform some of the larger-scale and specialized street maintenance construction. This contracted street maintenance work is in addition to typical routine maintenance activities performed by the City's street division of public works.

The City's street maintenance and capital plan is available on the City's MoveMo webpage at www.MoveMo.co. The street maintenance plan identifies how available funds should generally be allocated between the various types of maintenance activities (e.g., surface treatments, mill and overlays, rebuild of failed roadways, etc). Allocation of these funds is geared towards the creation of a comprehensive street-maintenance program focused on striking a balance between maintenance of the better-condition roadways (keeping the "good roads good" and at a lower cost) and eventually restoring those which have experienced failure and are more costly to repair. It should be noted that asset management software and modeling are used to help prioritize appropriate maintenance treatments for the City's roadways and best utilize limited resources.

The City budgeted a record \$4.3M for this year's MoveMo contracted street maintenance efforts. Approximately 30% of this year's street maintenance work is focused on surface treatments consisting of slurry, cape, and chip seals. Additional information for each of these treatment techniques is included below:

- **Slurry Seal.** Slurry seals are a combination of a fine aggregate and an asphaltic binder which work to smooth out surface irregularities and to protect the roadway from water intrusion and UV degradation. Slurry seals are used in lieu of chip seals within residential neighborhoods given the public's general dislike of chip seals and a chip seal's lower effectiveness in areas without consistent traffic volumes to help press in the chips.
- **Cape Seal.** Cape seals are used on higher volume roadways or those with heavier degradation and include a chip seal first followed by a slurry seal several weeks later.
- **Chip Seal.** Standard chip seals are used on more rural roadways with routine traffic but less overall traffic loading.

Areas to receive surface treatments are shown in the attached figure. Also shown on this figure are remaining street maintenance activities planned for this year (street rebuilds and overlays). This work is currently out for bid and will be awarded under a separate contract to be considered by City Council in March.

Additional detail on the City's street maintenance program can be found in the street capital and maintenance plan noted above as well as on the Street Maintenance tab of the Moving Montrose Forward webpage at www.MoveMo.co

Project Procurement and Cost

As part of the 2022 MoveMo surface treatment contract, the City publicly bid that year's scope of work in March of 2022 and received two bids. The low bidder, A-1 chipseal, was approximately 18% lower than the second bidder for \$1.4M of surface treatment work. Since all surface treatment work is performed and paid for by the unit price (cost per square yard), the City included with the 2022 bid documents the option to extend the contract annually for up to three years. This extension is at the discretion of the City and requires satisfactory performance of the current year's work.

A-1 Chipseal was awarded the surface treatment contracts for the past two years and City staff has positive experience with regard to their quality, responsiveness, customer service, and public outreach. As a result, it is recommended that the 2022 contract be amended to include 2023's surface treatment scope of work through this change order.

Due to a general rise in asphalt prices, the City and A-1 Chipseal negotiated a 5% increase in unit rates from the 2022 contract. This is lower than the annual rise in the regional consumer price index (CPI) and less than the spread between the two original bids. Using these updated rates for 2023's anticipated scope of work, a contract change order of \$1,434,194.50 is recommended.

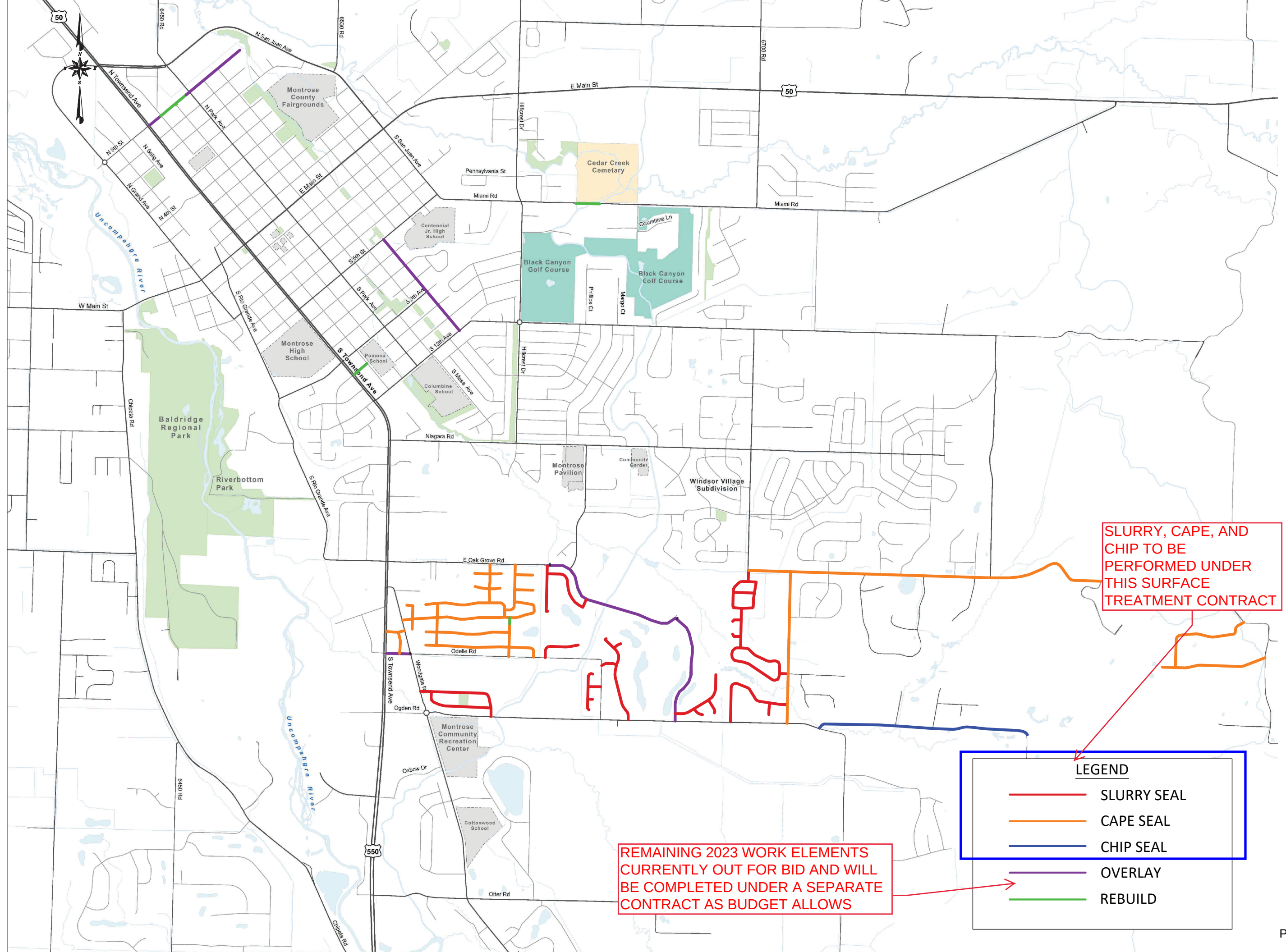
Project Schedule and Traffic Control

Work under this contract is scheduled to begin in June and will be completed by the end of September. Work will generally require the closure of roadways while the treatment is being applied and for approximately 6 hours following application while the material cures. Residents and businesses along roadways will be notified at least 48 hours ahead of time with door hangers and no parking signage before work on their roadway begins. Typically residents are able to plan their trips or park on nearby streets if needing to leave during the slurry seal process. Access for adjacent businesses and emergency vehicles will also be maintained at all times during the project.

Contract Administration and Project Financials

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

The total budget for contracted street maintenance in 2023 is \$4.3M. It should be noted that this is in addition to street maintenance budgets for in-house work being performed by public work's crews. This surface treatment contract will be funded from this \$4.3M with the balance of this budget going towards the upcoming street overlay and rebuild contract.



SLURRY, CAPE, AND
CHIP TO BE
PERFORMED UNDER
THIS SURFACE
TREATMENT CONTRACT

REMAINING 2023 WORK ELEMENTS
CURRENTLY OUT FOR BID AND WILL
BE COMPLETED UNDER A SEPARATE
CONTRACT AS BUDGET ALLOWS

LEGEND

- SLURRY SEAL
- CAPE SEAL
- CHIP SEAL
- OVERLAY
- REBUILD



SEWER CAMERA VAN REPLACEMENT

CITY COUNCIL WORK SESSION

February 6, 2023

To: City Council

From: David Bries, Utilities Manager

CC: William E. Bell, City Manager
Shani Wittenberg, Finance Director

Subject: Review of Recommended purchase of a Rausch USA CCTV Sewer Camera Van from Ten Point Sales & Marketing, llc.

RECOMMENDATION

City Staff recommends approval of the purchase of a Rausch USA CCTV sewer camera van from Ten Point Sales & Marketing LLC from Wheat Ridge, CO for \$279,833.

BACKGROUND

The current sewer camera inspection system was last upgraded in 2016, and is currently using the 2003 van and chassis, and was included for replacement in the 2023 Budget.

City staff obtained 5 quotes and 4 demonstrations from area vendors for a new CCTV sewer camera van to replace the existing 2003 van and 2016 sewer camera inspection system. Staff reviewed the features of each system and determined that the Rausch USA system was the best system based on technical capabilities, repair and parts availability, overall reliability and equipment availability. The costs for each system were based on Sourcewell Contract pricing and ranged from \$243,201 to \$279,833.

With the supply chain delayed for a prolonged period it would be wise for the City to move quickly on any company that has a vehicle on hand. Therefore we would like to have consideration of the purchase included in the February 7th Regular City Council meeting.

NET FINANCIAL IMPACT

The following table shows the 2023 Budget funding from the various operational funds as well as

Fund	Budget Amount	Proposed Funding
Fleet Internal Service Fund	\$200,000	\$200,000
IS Internal Service Fund		\$ 2,000
Sewer Fund	\$45,000	\$78,000

The additional funding from the Sewer Fund will be offset with the following cost reductions:

	Budgeted Amount	Proposed Camera Funding
Large diameter TV Inspection services	\$40,000	\$10,000
Camera repairs	\$10,500	\$10,000
Sewer rehabilitation (CIPP)	\$250,000	\$13,000



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: February 6, 2023
RE: City of Montrose 2023 Annual Annexation Report and 3-Mile Plan

ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration:

Review the City of Montrose 2023 Annual Annexation Report and 3-Mile Plan, as stipulated by Colorado State Statutes. Consider making a motion to approve the 2023 Annual Annexation Report and 3-Mile Plan.

Background:

Please find attached the City of Montrose 2023 Annual Plan of Annexation and 3-Mile Plan, as stipulated by Colorado State Statutes. The Plan contains verbal policies and maps to illustrate annexation priorities, eligible enclave annexations, existing city limits, growth areas, and transportation routes. The Plan will fulfill the statutory requirement to have a “plan in place” to annex new properties in 2023. Annexation plans must be adopted each year. The Planning Commission reviews this Plan, but no official action is taken by the Planning Commission.

Schedule:

February 6, 2023	City Council Work Session
February 8, 2023	Planning Commission Hearing – No Action
February 22, 2023	City Council Presentation



**CITY OF MONTROSE
2023
ANNUAL ANNEXATION PLAN AND REPORT &
THREE-MILE PLAN**

Nature of Plan

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

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

Annexation Policy

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

Priority for Annexation in 2023

As a matter of establishing priority for annexation in the year 2023, the City shall consider annexation of the following properties subject to the statutory limitations as provided above, and areas that can meet statutory eligibility requirements as set forth in CRS §31-12-104 and CRS §31-12-105.

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

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

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

City Utility Infrastructure

Annexations shall be subject to existing City policy, as may be amended, and the City Comprehensive Plan. The extension of City utilities and services to such properties shall be in accordance with the Official Code of the City of Montrose, Chapter 3-5 and Chapter 4-7.

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

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

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

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

Road Infrastructure

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

Parks, Trails, and Open Space

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

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

City and Public Utilities

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

General Provisions

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

Annexations in Past Three Years

2020 Additions

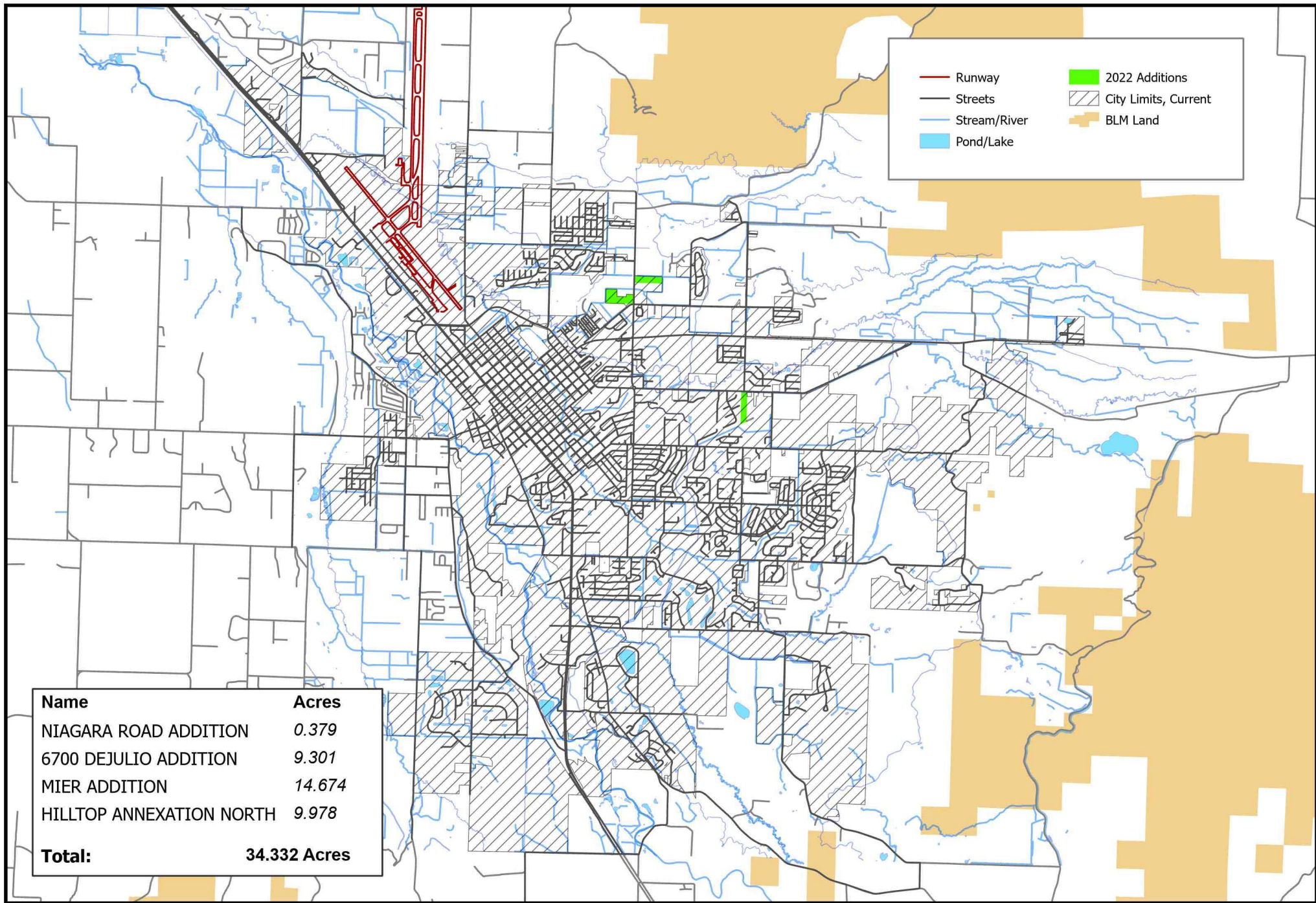
Name	Acres
4152 N Townsend Addition	10.2
Hilltop Addition	15.7
River Crossing Addition	36.3
Unrein Addition No. 2	1.0
Woodgate Addition No. 4	0.4
TOTAL	63.6

2021 Additions

Name	Acres
Rainbow Trout Addition	2.82
Hilltop Addition II	0.45
Lynch Addition	16.84
Valley Ranch Addition North	60.81
Valley Ranch Addition South	70.16
Highway 50 Addition	15.04
Riverside Park Addition II	2.09
Riverside Park Addition III	0.032
Morris Property Disconnection	-7.95
Riverbend RV Park Addition II	0.26
McCracken Addition	2.295
Grace Community Church Addition II	3.48
TOTAL	166.327

2022 Additions

Name	Acres
Niagara Road Addition	0.38
6700 Dejulio Addition	9.30
Mier Addition	14.67
Hilltop Annexation North	9.978
TOTAL	34.33



City of Montrose 2022 Annexations

Scale: 1:70,000

10.50 1 2 3 4 5 6 Miles

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Exhibit A
City of Montrose
Three Mile Boundary

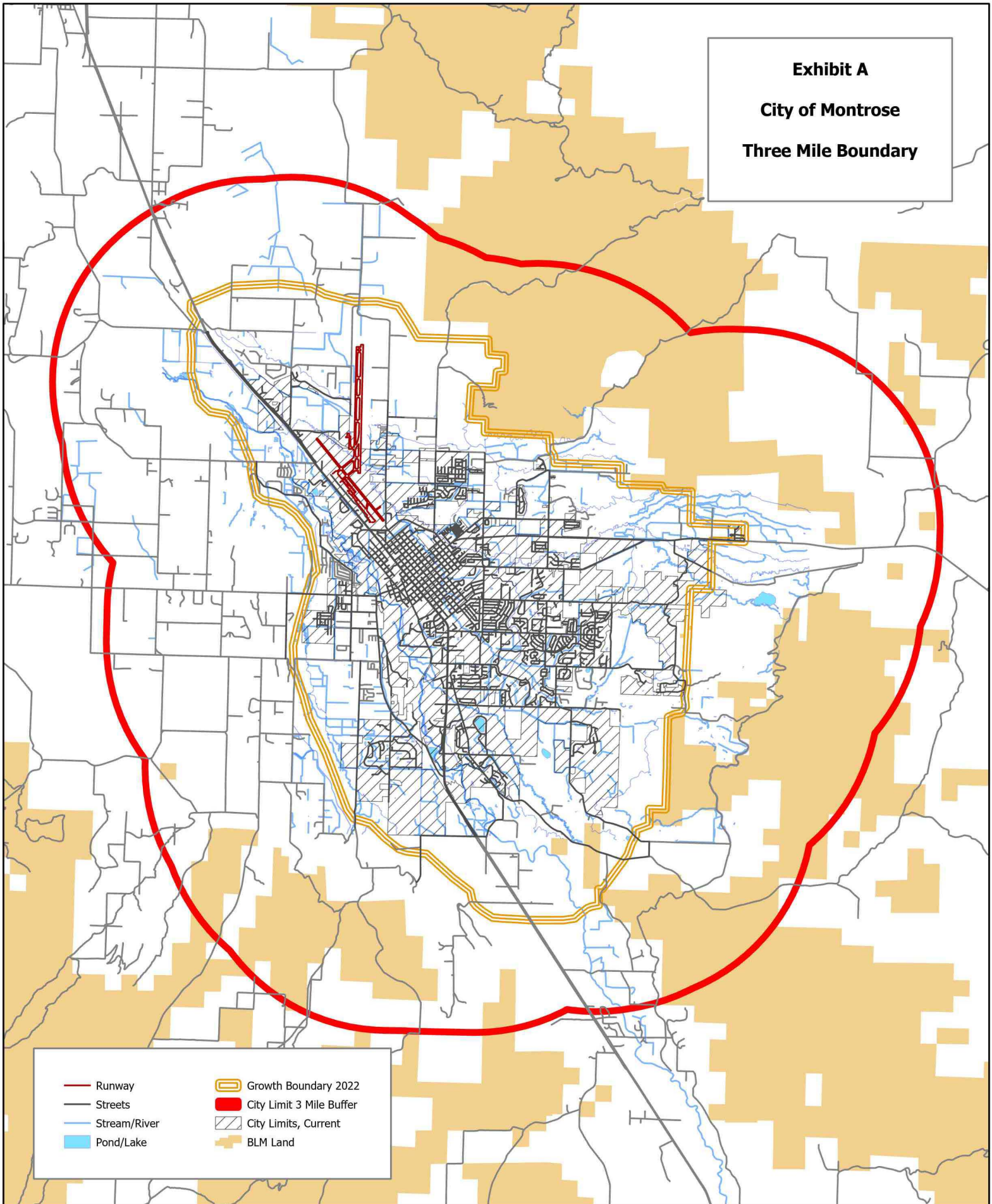


Exhibit A City of Montrose 3 Mile Boundary Map

Scale: 1:118,000



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Exhibit B

City of Montrose

Eligible Enclaves in 2022

Total: 42 Enclaves

Approximately: 608 Acres

- Runway
- Streets
- Stream/River
- Pond/Lake
- Enclave
- Growth Boundary 2022
- City Limits, Current
- BLM Land



Exhibit B City of Montrose 2022 Eligible Enclaves

Scale: 1:75,000

1 0.5 0 1 Miles

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GROWTH AREAS*

MAP 5.2

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

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

Exhibit C

City of Montrose Growth Areas

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Exhibit C City of Montrose Growth Areas

Scale: 1:75,000

1 0.5 0 1 Miles

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Exhibit D
City of Montrose
Water Service Districts and
Companies

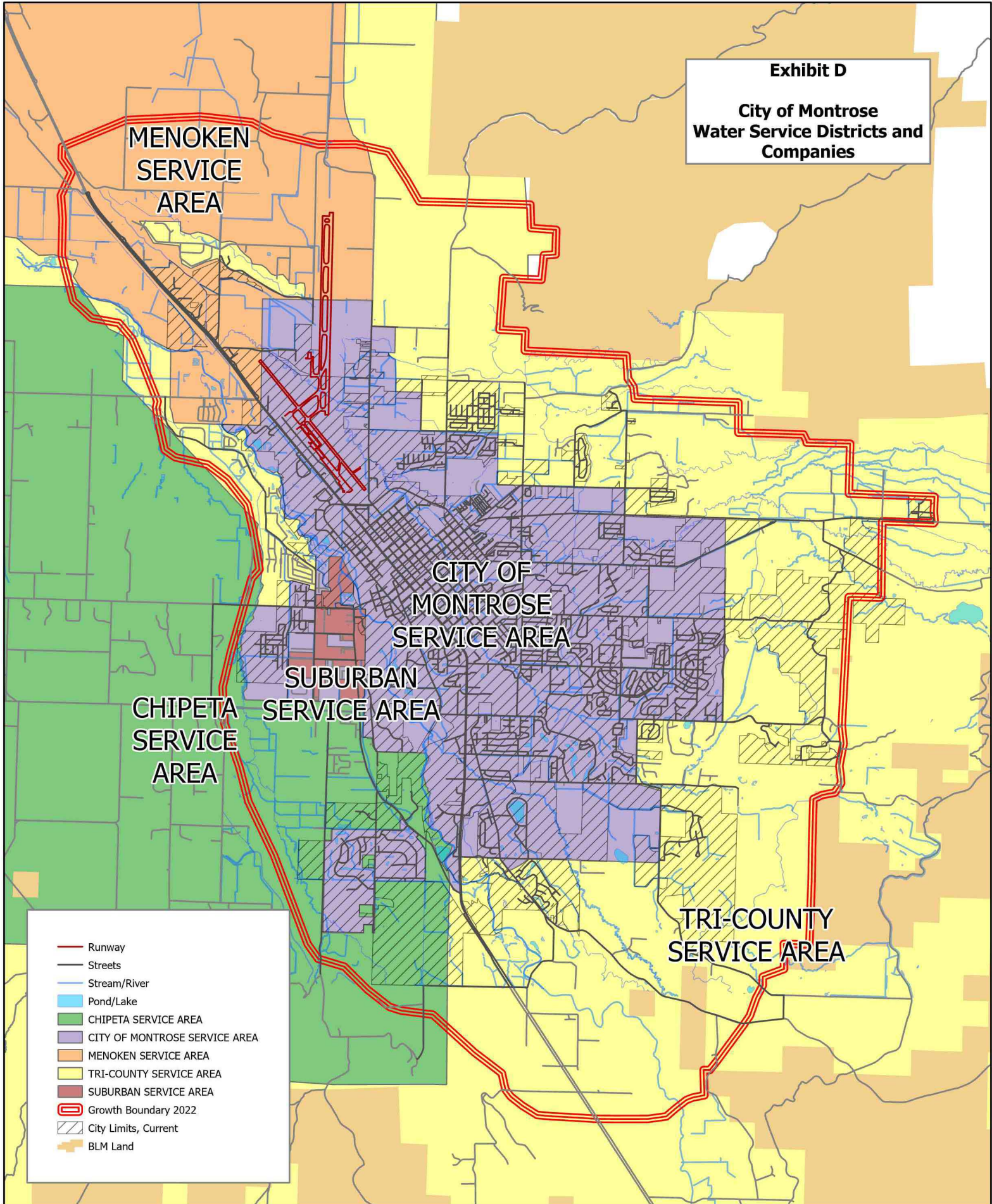
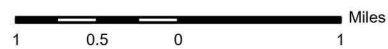


Exhibit D City of Montrose Water Districts and Water Companies

Scale: 1:75,000



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TRANSPORTATION

Proposed Roadway Network and Classification

Exhibit E

City of Montrose Proposed Roadway and Network Classification

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

- ⊙ Roundabout
- ⊕ Traffic Light
- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- - - PROPOSED COLLECTOR
- - - PROPOSED MINOR ARTERIAL
- BLM
- CDOW
- Forest Service
- NPS
- City Limits
- 2005 IGA Referral Area

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Exhibit E City of Montrose Proposed Roadway and Network Classification

Scale: 1:75,000

1 0.5 0 1 Miles

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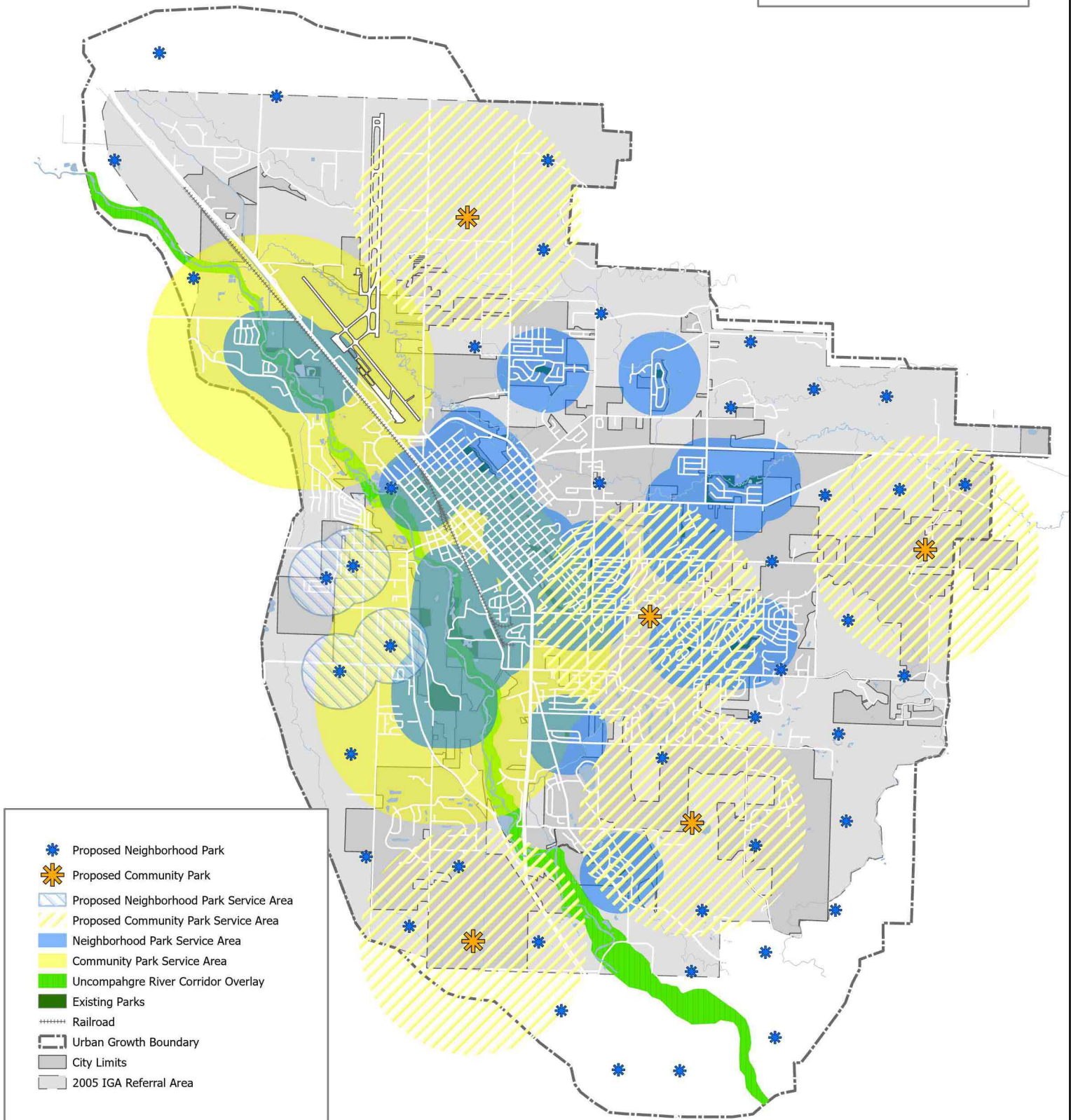


PARKS MASTER PLAN

Exhibit F

City of Montrose
Parks Master Plan

MAP 8.1



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Exhibit F City of Montrose Parks

Scale: 1:75,000

1 0.5 0 1 Miles

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RECREATION TRAIL ALIGNMENTS

MAP 1.1

Exhibit G

City of Montrose
Recreation Trail Alignments

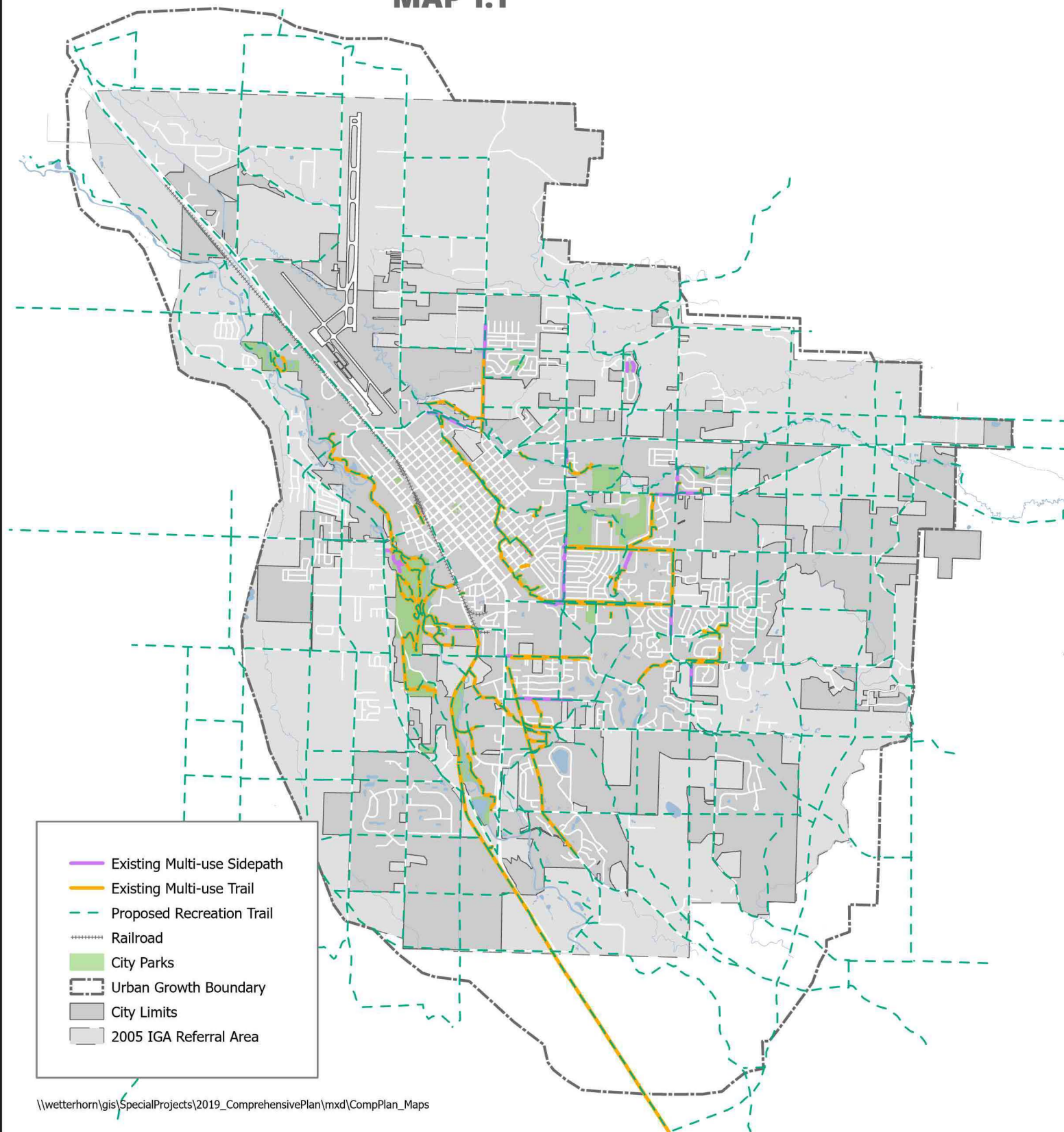


Exhibit G Recreation Trail Alignments

Scale: 1:75,000

1 0.5 0 1 Miles

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CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: February 6, 2023
RE: ANX22-0103 Sunset Village Addition

ATTACHMENTS:

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

City Council Consideration:

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

Proposed schedule:

February 6th:	Council Work Session Overview
March 7th:	Council Resolution to set a hearing date
March 22nd:	Planning Commission zoning hearing
April 18th:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
May 2nd:	2nd reading of annexation and zoning ordinances

*Schedule subject to change based on finalization of Annexation Agreement

Application Background:

The Sunset Village Addition is a proposed annexation approximately 10.01 acres in size. The property is two parcels located at 576 6600 Road and 616 6600 Road. The parcels are within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and the Tri-County



Water Service Area. Annexation of this property will allow for future single or multi-family residential development. An Annexation Agreement will be required and is currently being discussed with the Applicant.

Proposed Zoning: “R-4” High Density District

Applicant: Cook Family Trust (Floyd L. Cook as Trustee)

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. “The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added).”
 - b. Municipal Code, Section 4-4-7(A) Intent: The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “R-4” High Density District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Sunset Village Addition as Residential Mixed Density Medium. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed.
5. The property is located within Growth Area 2. According to the Comprehensive Plan, Growth Area 2 has some level of, or moderate proximity to, existing infrastructure.
6. The “R-4” zoning does not appear to be adverse to the public health, safety and welfare.

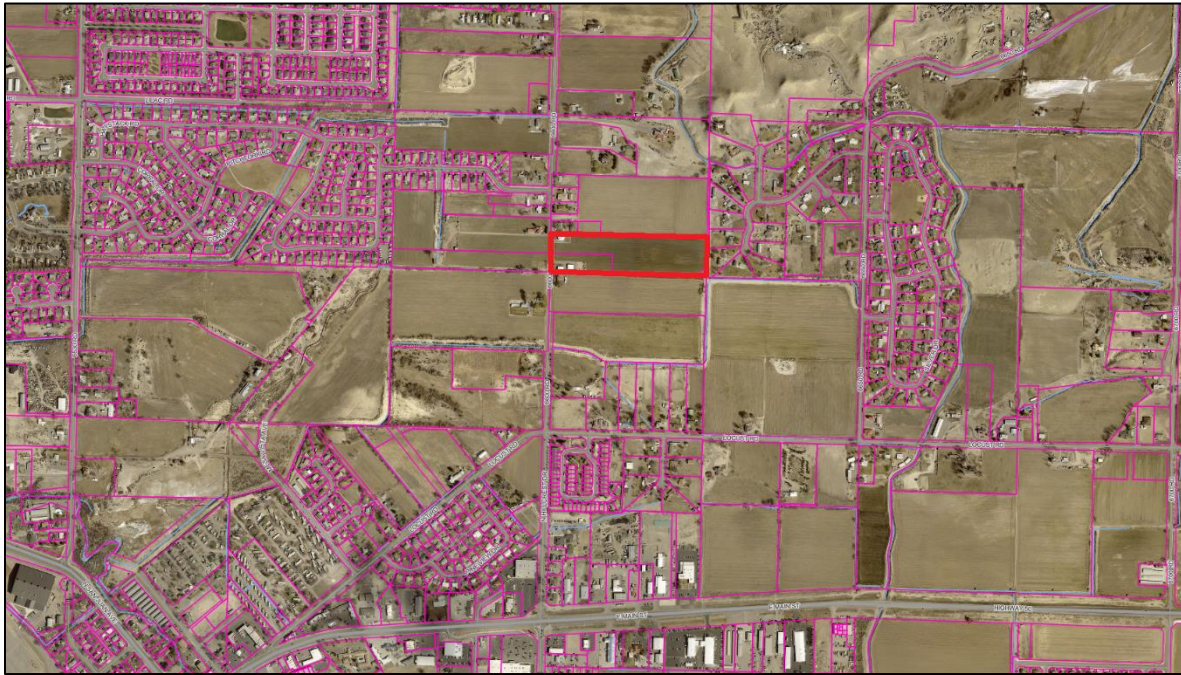
Staff Recommendation:

Staff recommends approval of the annexation and “R-4” Medium District.

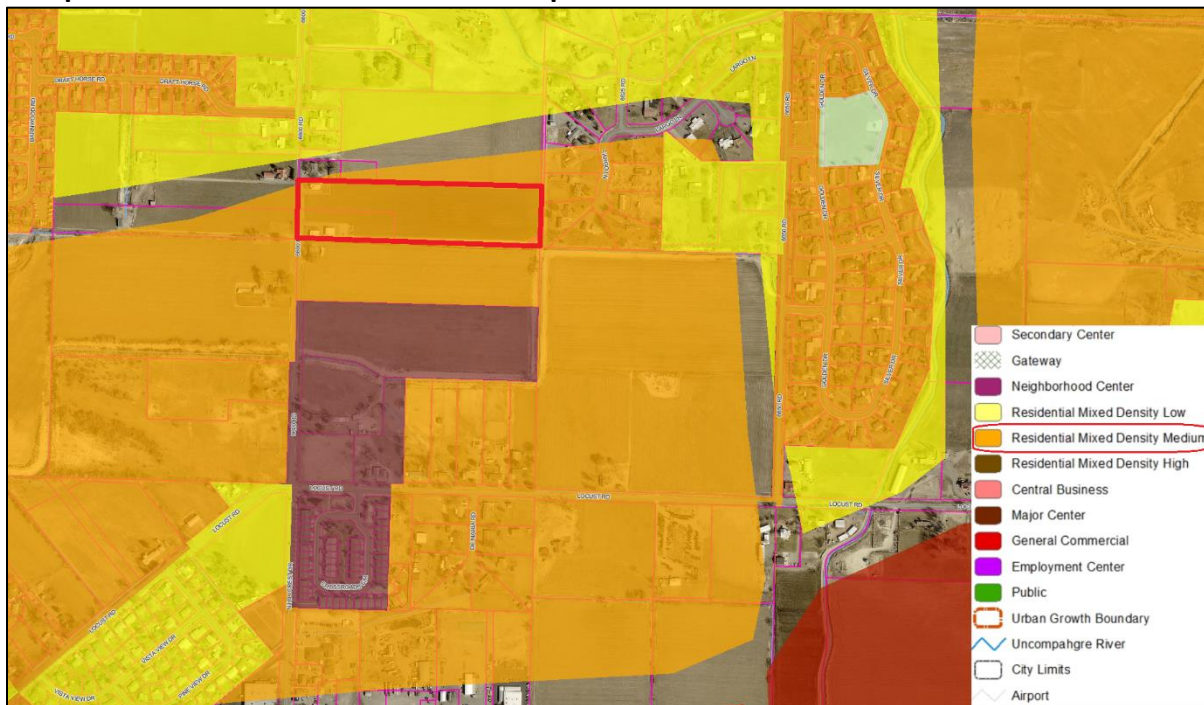


EXHIBIT A: Maps

Vicinity Map



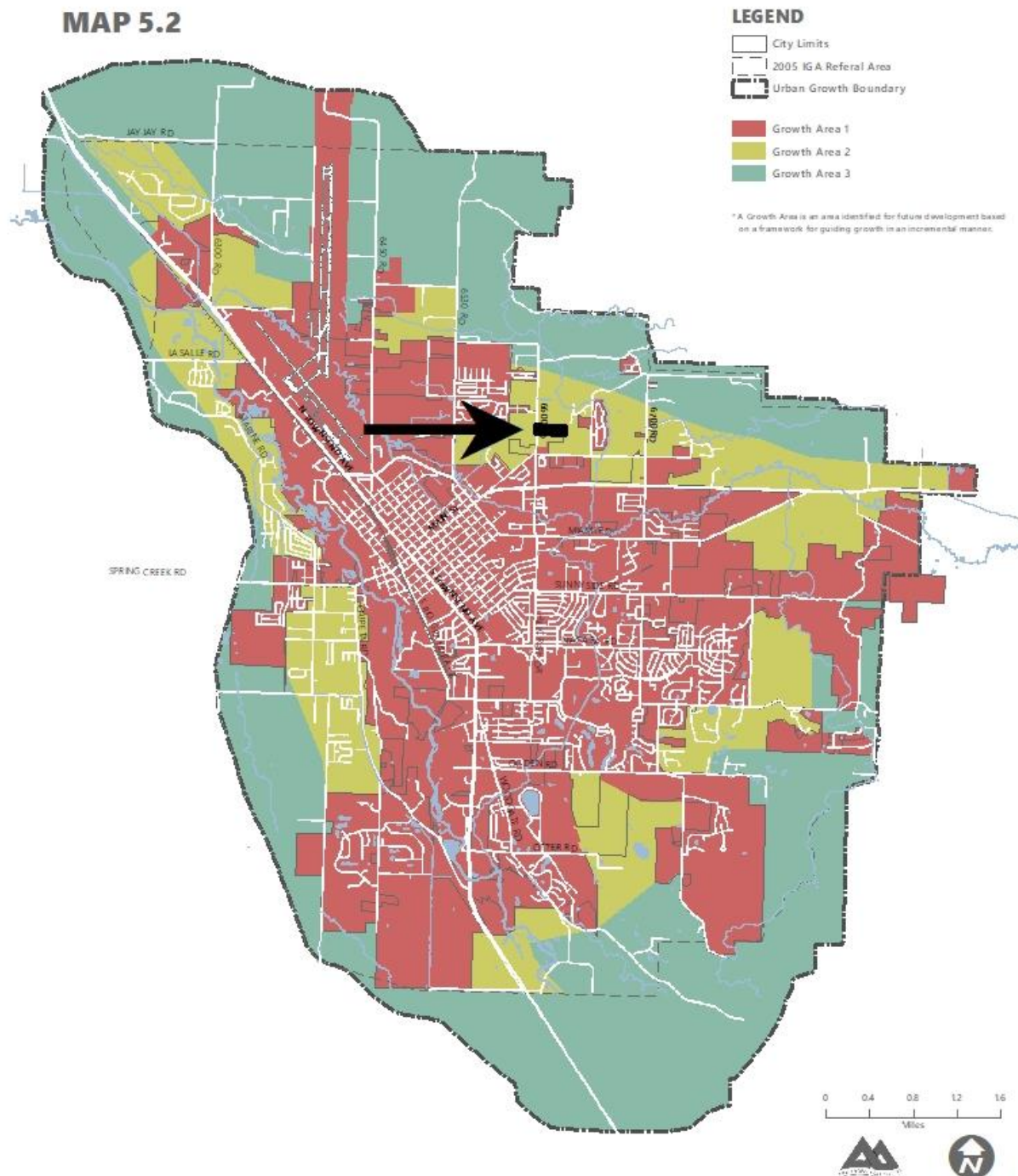
Comprehensive Plan Future Land Use Map



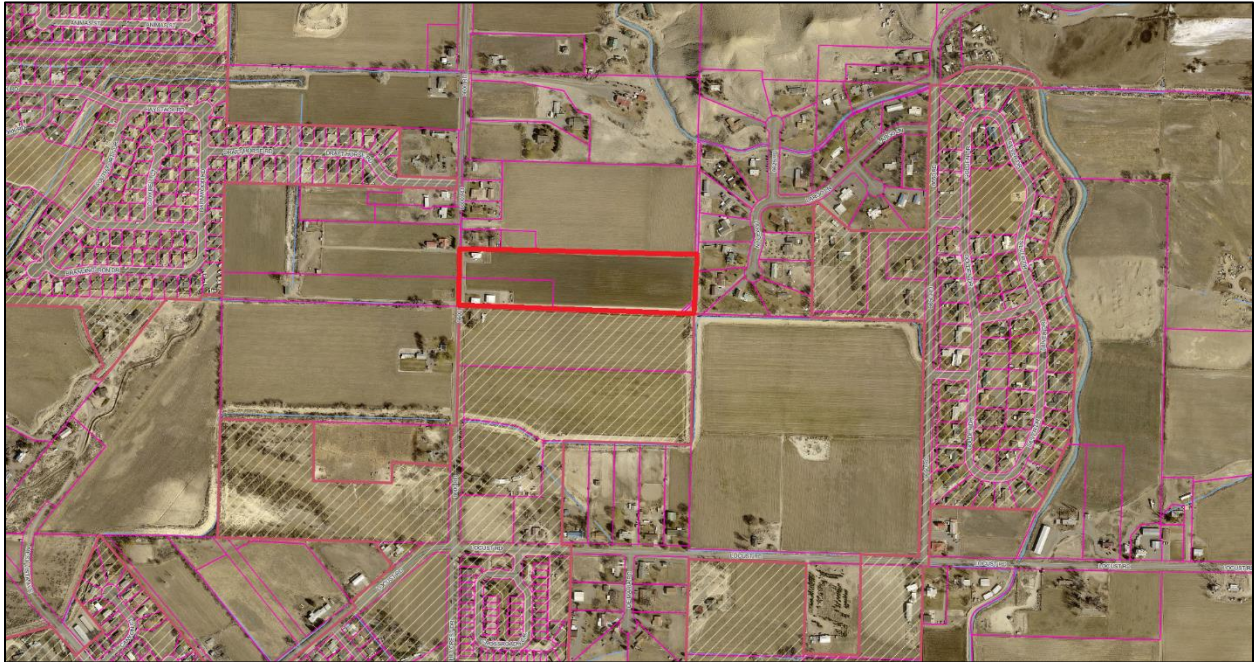
Comprehensive Plan Growth Areas Map

GROWTH AREAS*

MAP 5.2



Existing City Limits Map



Existing Zoning Map

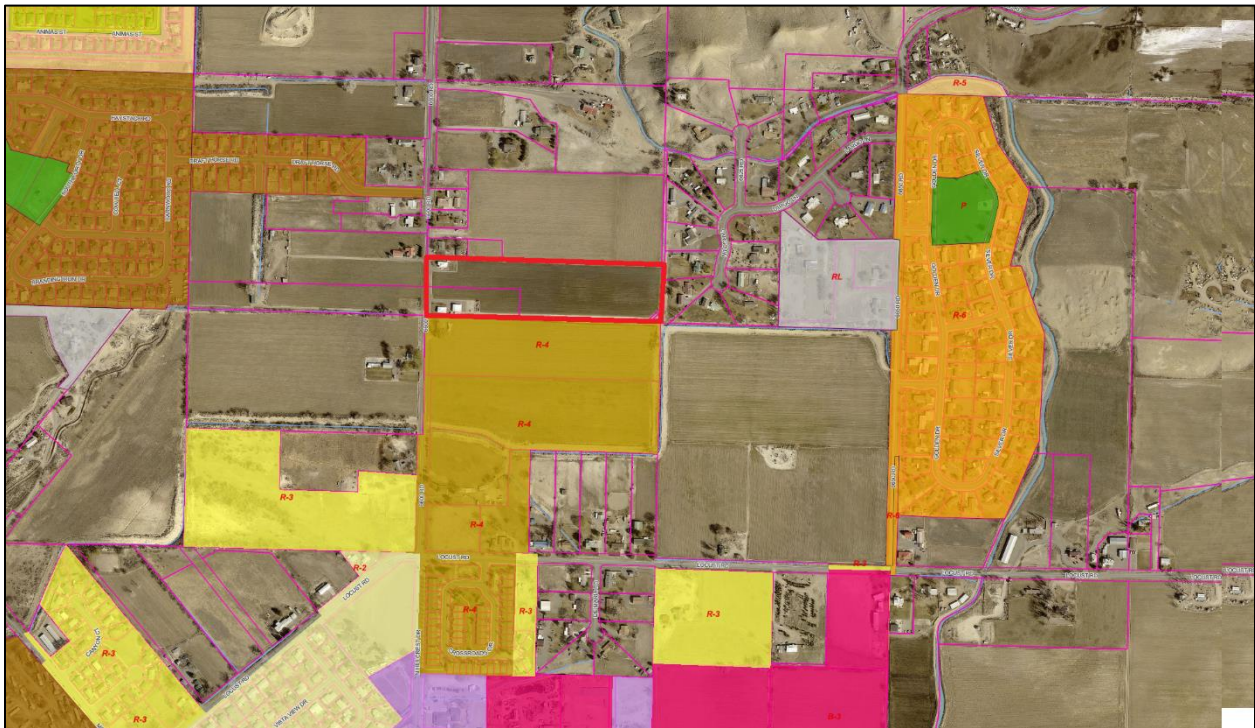


EXHIBIT B: Zoning Code Excerpt

Sec. 4-4-8. "R-4" High Density District.

- (A) *Intent.* The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variable densities. This allows variety in the types of residences.
- (B) *Uses by Right.*
- (1) Single-family homes, duplexes, and multiple-family residences.
 - (2) Public utility service facilities.
 - (3) Government buildings and facilities.
 - (4) Parks and recreation facilities owned or operated by a homeowner association.
 - (5) Places of worship.
 - (6) Accessory uses.
 - (a) Bed and breakfast operations operated solely by the residents of a residence providing no more than four bedrooms for rent in the dwelling unit, and the only meal provided on the premises shall be breakfast to the renters. The lot shall be at least 6,250 square feet and at least 3,125 square feet per rental bedroom.
 - (7) Short-term rentals.
 - (8) Family child care home.
- (C) *Conditional Uses.*
- (1) Skilled nursing and assisted living facilities.
 - (2) Childcare facilities.
 - (3) Schools.

(Ord. No. 2472 , § 4-4-8, 5-7-2019; Ord. No. 2561 , 10-19-2021)





CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: February 6, 2023
RE: Declaration of Covenants with Weststar Development, LLC

ATTACHMENTS:

- Exhibit A: Maps
- Exhibit B: Proposed Agreement and Declaration of Covenants
- Exhibit C: Ordinance 1603
- Exhibit D: Weststar Development Rezone General Project Report

City Council Consideration:

Review drafted Agreement and Declaration of Covenants document between the City of Montrose and Weststar Development, LLC regarding infrastructure improvements required upon future rezone. Authorize the City Manager to sign agreement on the City's behalf.

Background:

In 1996, a large area of land known as the Two Creeks Addition was annexed and zoned within the Montrose City limits. The total land area of the Two Creeks Addition Annexation was 484 acres. Since the annexation, that area has been subdivided, with portions being developed for residential use, as well as the Cobble Creek Golf Course.

Weststar Development, LLC owns 122 acres at the southernmost portion of the Two Creeks Addition, which sits south of the Cobble Creek Golf Course. In the original 1996 Zoning Ordinance (Ordinance No. 1603, attached as Exhibit C), this area that Weststar owns was known as Phase 3. Ordinance No. 1603 states explicitly that this Phase 3 area be limited to 100 dwelling units, which falls well below the maximum density of the R-3 zone district. The R-3 zone district with no conditions could allow up to 6.9 units/acre. However, the conditions imposed by Ordinance 1603 limit the density for this area to less than one unit per acre.

In addition to the density conditions imposed by Ordinance 1603, there are other conditions specific to open space, right-of-way dedication, and infrastructure improvements, all of which would be required upon future development. Neither the City nor the developer seek to eliminate these other requirements; instead, the goal is to retain them, while eliminating the density condition.

Weststar Development, LLC specifically desires to rezone the property to allow a subdivision to be built-out to the dimensional standards of a normal R-3 zoned property. Because Ordinance 1603 also contains other conditions beyond just the density restrictions, City staff has determined that the best way to move forward with this rezone request would be via a new rezone ordinance. The recommended zoning ordinance would not contain conditions for the 122-acre property, aside from a condition that the owner would be required to sign an Agreement and Declaration of Covenants with the City to retain the infrastructure, right-of-way dedication, and open space conditions imposed in Ordinance 1603.

By signing and recording the Agreement and Declaration of Covenants, these conditions will then run with the land and associated title reports, which will make clear to the current and future owners of the property what the infrastructure and open space requirements are for any future development. As things stand now, Ordinance 1603 is held in City records but is not recorded, and may not show up on a title report. This can add confusion for City staff and any owners of the property who were not involved in the annexation and rezone - which took place in 1996.

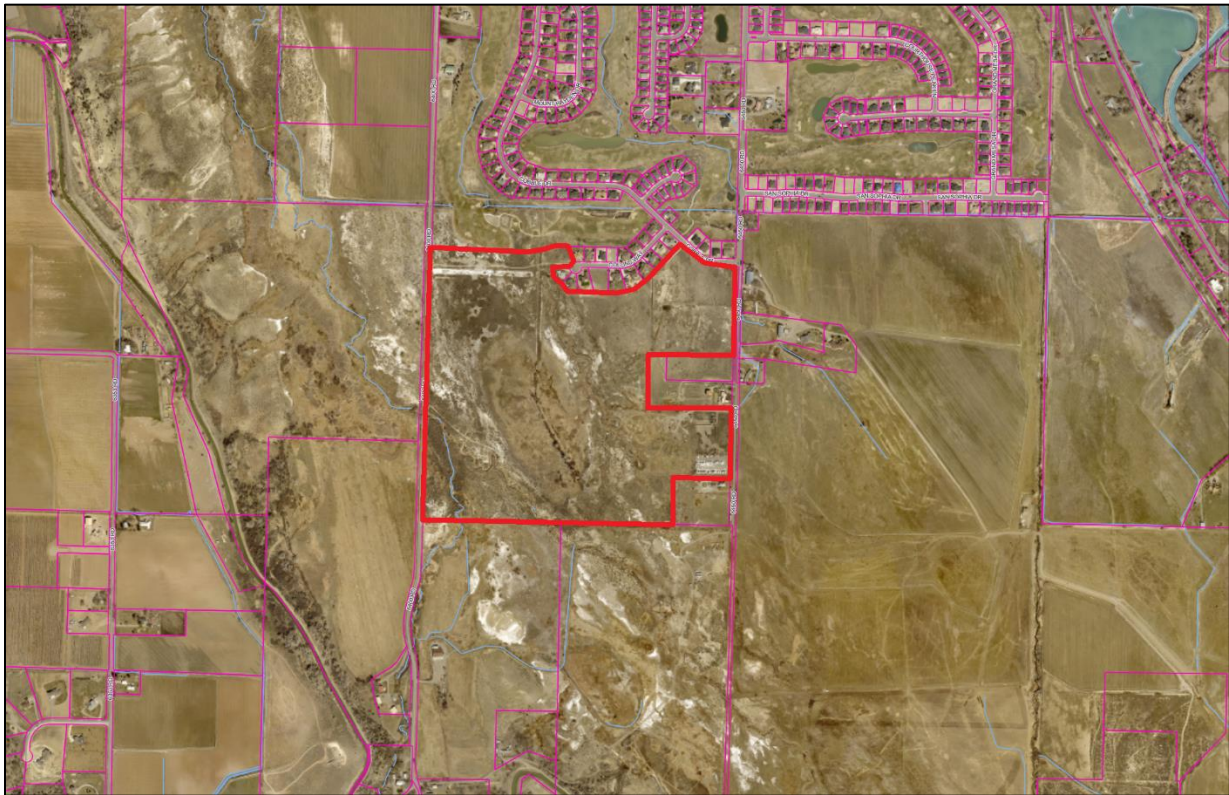
Staff has negotiated the Agreement and Declaration of Covenants document (Exhibit B) with the developer, and has incorporated the infrastructure, right-of-way dedication, easement, and open space requirements within it that are carried over from Ordinance 1603. With approval from City Council authorizing the City Manager to sign on behalf of the City, the rezone application will move forward through the standard rezone process as proposed in the schedule below. It is notable to mention the agreement would not be recorded unless the rezone is successfully approved by the City.

Schedule:

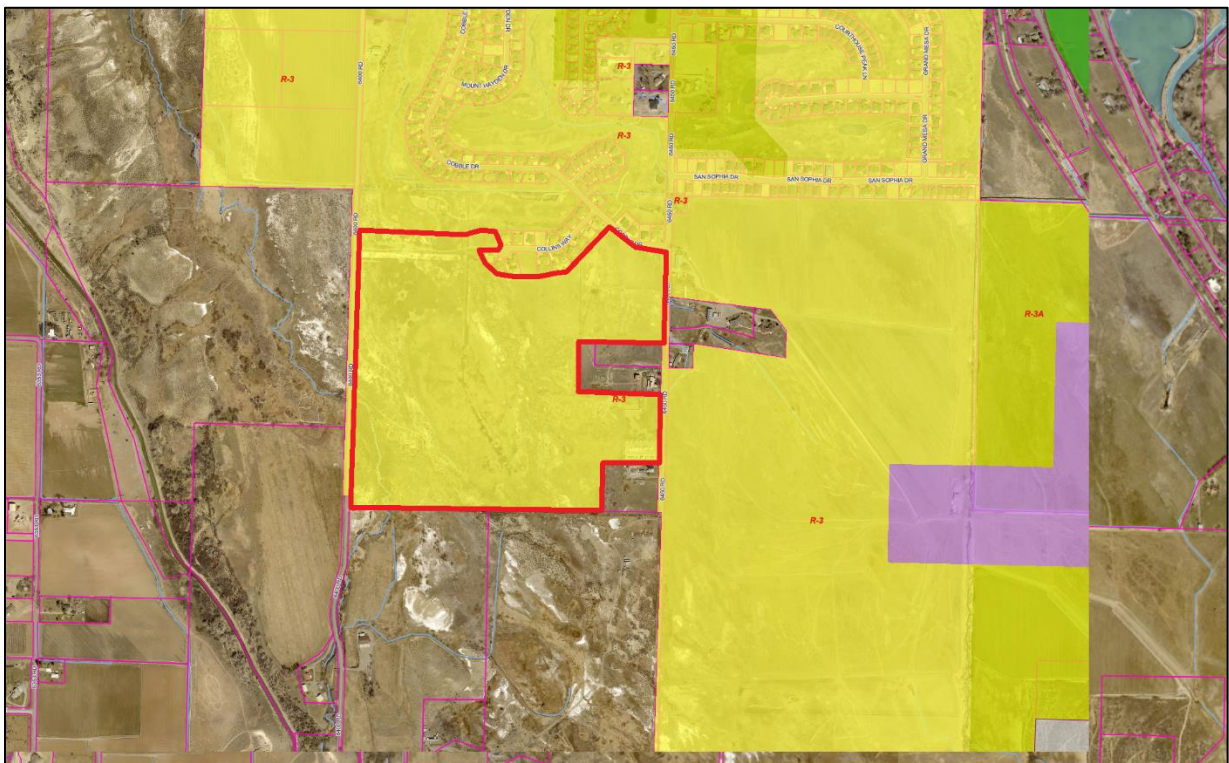
February 6, 2023	City Council Work Session
February 21, 2023	City Council Meeting (authorization for City Manager to sign agreement)
March 8, 2023	Planning Commission Rezone Hearing
March 21, 2023	City Council Meeting (1 st Reading)
April 4, 2023	City Council Meeting (2 nd Reading)

EXHIBIT A - MAPS

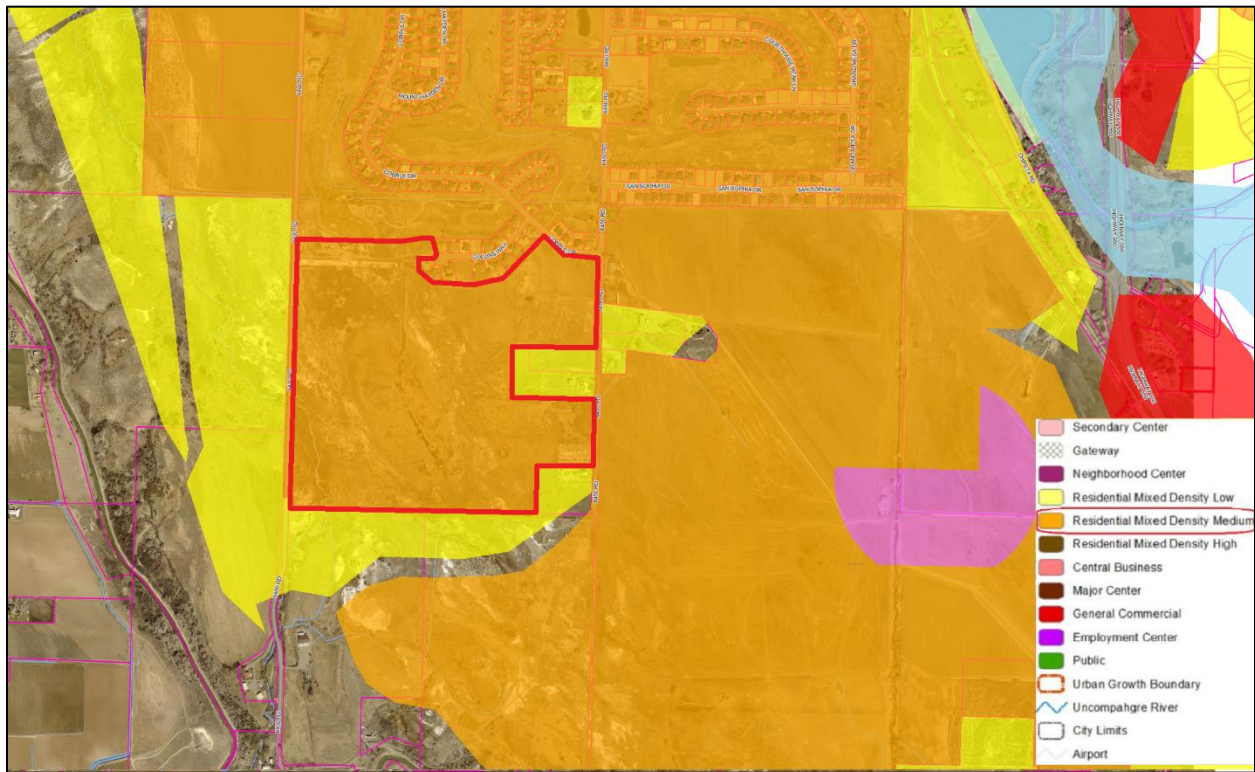
Vicinity Map



Zoning Map



Comprehensive Plan Future Land Use Map



AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between **WESTSTAR DEVELOPMENT, LLC**, a Colorado limited liability company hereinafter called “Declarant”, and the **CITY OF MONTROSE, COLORADO**, hereinafter called “City” or “Grantee”.

WHEREAS, except for public streets and highways, the Owner is, or is under contract to be, the sole owner of the property located in Montrose, Colorado, more fully described on **EXHIBIT A** attached hereto and incorporated into this Agreement (the "Property"); and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens; and

WHEREAS, development conditions outlined for the Property with its initial zoning under Ordinance 1603 are being updated herein and separated from the zoning ordinance with a concurrent rezone of a portion of the land to which said Ordinance is applicable; and

WHEREAS, the Two Creeks Addition Annexation Ordinance recorded under reception no. 619192, and the plat recorded under plat book 0012, page 1593, in the records of the Montrose County Clerk and Recorder contain obligations related to those in Ordinance 1603; and

WHEREAS, the Owner wishes to develop the Property for a use or uses compatible with its objectives and those of the City; and

WHEREAS, it is in the public interest for the parties to enter into a written agreement regarding the matters addressed in this Agreement.

COVENANTS:

NOW, THEREFORE, in consideration of the foregoing recitals and representations, the mutual covenants contained herein, the parties agree as follows:

1. CITY JURISDICTION OVER PROPERTY

Except as expressly set forth in Sections 2 and 3 below with respect to zoning and development improvements, the Property is subject to all of the ordinances, codes, rules, regulations, policies and applicable contracts of the City, as now or hereafter constituted.

2. ZONING

2.1. **ZONING**. The Owner hereby requests “R-3,” Medium Density District zoning, in accordance with the proposed zoning map attached hereto as **EXHIBIT B** and incorporated herein. Nothing in this Agreement shall be construed or interpreted to limit, restrict or

abrogate in any way the power or authority of the City to rezone the Property.

- 2.2. **Effect of Failure to Zone; Challenge.** Rezoning of the property as requested by Rezoning Application no. 23-0004 shall be a condition precedent to this Agreement becoming effective or being recorded in the County Clerk and Recorder's records. Should the ordinance(s) zoning the Property be challenged by citizen initiative, referendum, or otherwise, and should any such challenge result in the invalidity of the zoning ordinance(s) upon entry of a final order of court which is unappealable or which the parties have elected not to appeal, then, similarly, this Declaration of Covenants shall be null, void and of no effect. In the event of invalidity of the zoning ordinance(s) pursuant to any of the conditions described in this Section, such invalidity shall not be deemed a breach of the Agreement by either party, and the parties shall be deemed released from further obligations hereunder, provided that Owner shall remain responsible for the cost of legal defense as set forth hereinbelow.

3. **DEVELOPMENT**

- 3.1. **Application of City Requirements.** The Property shall be developed in general conformity with City's current Comprehensive Plan, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements, including without limitation, those pertaining to zoning, subdivision, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The City may amend and apply to the Property the City's Comprehensive Plan, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the City's infrastructure, administration and delivery of governmental services as a result of development occurring within the City so long as the same are generally applicable and uniformly applied or enforced to all similarly situated property within the City.
- 3.2. **Subdivision Required.** Any subdivision of the Property shall be in accordance with City subdivision and other applicable regulations in effect at the same time application is made for subdivision approval. In addition to the improvements required by this Agreement, the specific public improvements required in connection with such development shall be determined during the subdivision process, in accordance with applicable regulations of the City.
- 3.3. **Sewer.** As part of any significant development, Owner shall provide a City gravity sewer sized in accordance with City standards and specifications, subdivision regulations and all other applicable regulations.
- 3.4. **Domestic Water Service.** As part of any significant development, Owner shall connect to the City's domestic water system, in a manner sized in accordance with City standards and specifications, applicable fire codes, subdivision regulations and all other applicable regulations. This is based on the mutual understanding that the Property is legally situated within the City of Montrose water service area.

- 3.5. Irrigation. Upon request of the City or as necessary to accommodate roadway construction, Owner shall relocate any conflicting ditches and/or canals outside of right-of-way and utility easement areas upon approval of the appropriate ditch/canal owner.
- 3.6. Required Off-Site Street Improvements. The following street improvements shall be performed, at a time to be determined by the City, or secured by an appropriate performance guarantee, or secured by an improvement district covenant. This shall be in addition to all street improvements required within the subdivision by subdivision regulations in place at the time of development. The obligations for some of the following improvements are shared with adjoining properties as memorialized in existing annexation agreements and zoning ordinances (and as may be memorialized in future annexation agreements and zoning ordinances). Nothing herein shall be deemed to impose upon the Property any additional or disproportionate burdens for the following improvements not already contained in such existing annexation agreements and zoning ordinances.
- 3.6.1. The intersection of 6450 Road and Chipeta Drive shall be constructed to City and Montrose County specifications and standards.
- 3.6.2. 6450 Road from Chipeta Road to the southern line of the Property shall be developed and improved to the extent reasonable within existing County rights-of-way, and shall be constructed to City standards and specifications within and abutting the Two Creeks Addition.
- 3.6.3. The property shall be subject to cost sharing, by improvement district covenants, for right-of-way acquisition and future construction and improvement to Chipeta Road from 6450 Road to Hwy 550; and access between 6450 and Hwy 550 at locations yet to be determined; the cost sharing shall be roughly proportionate to the need for said access and use as created by development of the Property.
- 3.7. Rights-of-way. As part of any significant development of the Property, or at the request of the City, Owner shall dedicate to the City:
- 3.7.1. A right-of-way, not to exceed 80 foot wide, for an east-west minor arterial connection along the southern end of the Property between 6400 Road and 6450 Road in general conformance with the alignment shown on the City's comprehensive plan road network map or aligned with any previous or planned dedications said street rights-of-way on adjoining properties. Final alignment through the property shall be determined at a later date as part of a standalone City capital project or concurrent with development by the Owner.
- 3.7.2. 40 feet right-of-way along the Property's 6450 Road and 6400 Road frontages measured from the centerline of the respective roadways.
- 3.7.3. Rights-of-way for public streets interior to the subdivision in accordance with City of Montrose subdivision and other applicable regulations in place at the time of subdivision.

- 3.8. Utility Easements. As part of any significant development, or at the request of the City, Owner shall dedicate a 15-foot-wide utility easement located on each side of, and parallel to, all roadway dedications.
- 3.9. Parkland Dedication or Money in Lieu. This parcel, as part of the Two Creeks Addition, was subject to a minimum of 120 acres to be developed for golf course use or as open space. The 120 acres has been established in earlier in time developments and those developments are still subject to this requirement. As part of any significant development of the property described in **Exhibit A**, Owner shall provide a minimum of 8%, or such greater area as may be required by the City's subdivision regulations, developed as trails, parks, and playgrounds at the Owner's expense, or payment in lieu of all or part thereof, as determined by the City.
- 3.10. Money in Lieu of School Land Dedication. All residential lots or residential units having unique legal descriptions shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication shall be made to the City, to be later disbursed to the RE-1J School District.

4. INDEMNIFICATION AGAINST LEGAL CHALLENGE

Owner understands and acknowledges that the zoning of the Property may be subject to challenge by the filing of litigation in a state or federal court by third parties based on the City's quasi-judicial action in zoning the Property ("Third Party Challenge"). In the event of such Third Party Challenge, the City will incur costs and expenses related to defense of same, including reasonable attorney's fees, filing fees, and court costs. To the extent Owner desires to proceed with the zoning that is the subject of such Third Party Challenge, Owner shall indemnify the City and shall pay all reasonable out of pocket costs and expenses incurred by the City in any defense of a Third Party Challenge. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for any such Third Party Challenge. In the event of a Third Party Challenge, the City shall reserve and retain the right to settle, prosecute, litigate, and defend any such action in any manner and by any method that the City deems appropriate, desirable, or in its best interests; however, the Parties agree that the Owner shall be an indispensable party to such litigation, and nothing in this Agreement shall be construed as waiving or otherwise compromising or limiting the Owner's rights to defend such Third Party Claims in court to the fullest extent permitted by law, regardless of the City's action or inaction in defending, settling, compromising, litigating, or prosecuting its claims.

In the event of a challenge to the City's legislative action in zoning of the Property pursuant to Article IX of the City Charter ("Legislative Challenge"), the City shall reserve and retain the right to repeal, modify, or amend any or all ordinances zoning the Property. . The City shall, to the extent practicable and convenient, consult with and advise the Owner of the progress of the Legislative Challenge.

5. **REFERENDUM**

The City shall reserve and retain sole discretion to repeal, modify, or amend any or all ordinances and resolutions zoning the Property or to take any other action the City deems appropriate, desirable, or in its best interests in the handling and consideration of the referendum petition and referendum election. Owner is not responsible for any costs related to a public referendum, but shall hold the City harmless for the City's actions taken to handle the referendum.

6. **GENERAL PROVISIONS**

6.1. **No Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

6.2. **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:

City of Montrose
c/o City Manager
433 South First Street
P.O. Box 790
Montrose, CO 81402-0790

Owner:

With copy to:

City Attorney

Same address as above

With copy to:

Or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land.

6.4. **Disconnection.** In the event the Property or any portion thereof is disconnected pursuant to C.R.S. § 31-12-119 for any reason, the City shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

6.5. **Zoning Subject to Legislative Discretion.** The Owner acknowledges that the zoning of the

Property are subject to the legislative discretion of the City Council of the City of Montrose. No assurances of zoning have been made or relied upon by the Owner. In the event that the City Council, in the exercise of its legislative discretion, does not take any action with respect to the Property herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the City in accordance with state law, as may be appropriate. However, nothing herein shall preclude the development of the Property in accordance with the zoning in effect at the time of such proposed development, as a “remedy” or otherwise.

- 6.6. Legal Discretion in the Case of Challenge. The City reserves the right to not defend any legal challenge to this zoning. In the event such a challenge occurs prior to any expiration of any statute of limitation, City may, at its discretion, choose to legally contest the challenge or allow the challenge to proceed without defense.
- 6.7. Amendments to Governing Ordinances, Resolutions and Policies. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- 6.8. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intent of the City and Owner that any person other than the City or the Owner receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 6.9. Governing Law and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. This Agreement may be enforced at law or in equity. Jurisdiction and venue for such suits shall be proper and exclusive in the district court for Montrose County, Colorado. In addition to any other available remedies, the City may, if the Owner is also in violation of applicable laws, regulations, or applicable development standards, withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for any lot or structure within the Property owned at the time by Owner, or any successor in interest of the Owner, in the event of a breach of this Agreement by the Owner or such successor in interest.
- 6.10. Attorney’s Fees. Should the Owner or the City breach this Agreement, the breaching party shall pay the other party’s reasonable costs and attorney’s fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement. In no event shall either party be responsible for or entitled to any damages, whether regular, special, punitive, or consequential, nor for any economic losses, damages, or lost profits.
- 6.11. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

- 6.12. Integration and Amendment. This Agreement represents the entire agreement between the parties and no additional or different representation, promise or agreement, written or oral, shall be binding upon either party with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by the parties.
- 6.13. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 6.14. Recordation. This Agreement shall be recorded by the City in the Clerk and Recorder's Office of Montrose County, Colorado. The Owner shall pay the reasonable cost of recordation of this Agreement, Zoning Ordinances, and any and all other documents, promptly upon request by the City. If at anytime in the future Owner requests an estoppel certificate from the City stating that the obligations of Owner are current under the terms of this Agreement, the City shall have ten (10) days after receipt of such written request to provide an estoppel certificate in order to provide such estoppel certificate and if the City fails to provide the requested estoppel certificate within said ten (10) day period, the requested estoppel certificate shall be deemed provided by the City.
- 6.15. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
- 6.16. Police Power. Declarant understands and agrees that the City cannot contract away its police power and that nothing contained herein may be construed to foreclose the City from applying additional requirements of its Subdivision Regulations and other ordinances and regulations, as in effect from time-to-time, in accordance with their terms, including dedication of additional property when required.
- 6.17. TABOR Clause. The parties agree that the City's payment or expenditure of any monies under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

EXECUTED the day above first written.

CITY OF MONTROSE

Weststar Development, LLC

By: _____
William E. Bell, City Manager

By: _____
_____, Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by **William E. Bell**, City Manager of the City of Montrose.

Witness my hand and official seal.
My commission expires:

(Seal)

Notary

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by _____ of _____.

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

(SEAL)

Notary

Exhibit A

A TRACT OF LAND SITUATED IN THE NW1/4 SECTION 8, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF MONTROSE, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW1/4 SECTION 8; THENCE NORTH 01°52'11" EAST ALONG THE WEST LINE OF SAID NW1/4 SECTION 8, 2318.34 FEET; THENCE SOUTH 88°08'58" EAST 30.15 FEET TO THE SOUTHWEST CORNER OF COBBLE CREEK SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 685496; THENCE THE FOLLOWING 4 COURSES ALONG THE BOUNDARY OF COBBLE CREEK SUBDIVISION FILING NO. 4:

SOUTH 88°08'58" EAST 859.87 FEET;

NORTH 81°09'38" EAST 115.39 FEET;

NORTH 71°56'13" EAST 88.27 FEET;

SOUTH 88°22'38" EAST 101.58 FEET TO THE NORTHWEST CORNER OF COBBLE CREEK SUBDIVISION FILING NO. 5 RECORDED AT RECEPTION NO. 713931;

THENCE THE FOLLOWING 6 COURSES ALONG THE BOUNDARY OF SAID COBBLE CREEK SUBDIVISION FILING NO. 5:

SOUTH 18°41'53" EAST 141.89 FEET;

58.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67°15'22" AND A CHORD OF SOUTH 37°40'24" WEST 55.38 FEET;

NORTH 85°57'18" WEST 145.00 FEET;

SOUTH 08°31'24" EAST 105.38 FEET;

SOUTH 47°29'51" EAST 147.41 FEET;

SOUTH 82°52'05" EAST 230.00 FEET TO THE SOUTHWEST CORNER OF SAID COBBLE CREEK SUBDIVISION FILING NO. 4;

THENCE THE FOLLOWING 8 COURSES ALONG THE BOUNDARY OF SAID COBBLE CREEK SUBDIVISION FILING NO. 4:

SOUTH 88°31'24" EAST 117.17 FEET;

NORTH 79°29'13" EAST 254.22 FEET;

NORTH 43°05'56" EAST 532.49 FEET;

SOUTH 46°54'04" EAST 217.27 FEET;

90.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 41°28'27" AND A CHORD OF SOUTH 67°38'21" EAST 88.52 FEET;

SOUTH 88°22'38" EAST 210.31 FEET;

31.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'58" AND A CHORD OF SOUTH 43°22'38" EAST 28.28 FEET;

SOUTH 88°28'38" EAST 30.00 FEET TO THE SOUTHEAST CORNER OF SAID COBBLE CREEK SUBDIVISION FILING NO. 4 AND A POINT ON THE EAST LINE OF SAID NW1/4 SECTION 8;

THENCE SOUTH 01°37'23" WEST ALONG THE WEST LINE OF SAID NW1/4 SECTION 8, 763.93 FEET TO THE NORTHEAST CORNER OF KELLY MURPHY MINOR

SUBDIVISION & REPLAT OF COLLINS MINOR SUBDIVISION, RECORDED AT
RECEPTION NO. 600440;
THENCE THE FOLLOWING 3 COURSES ALONG THE BOUNDARY OF SAID KELLY
MURPHY MINOR SUBDIVISION & REPLAT OF COLLINS MINOR SUBDIVISION:
NORTH 88°30'13" WEST 740.45 FEET;
SOUTH 01°28'40" WEST 441.05 FEET;
SOUTH 88°48'10" EAST 709.35 FEET TO A POINT ON THE WEST LINE OF RIGHT OF
WAY DEEDED TO MONTROSE COUNTY BOOK 600 PAGE 651;
THENCE ALONG SAID RIGHT OF WAY SOUTH 01°37'23" WEST 586.81 FEET;
THENCE LEAVING SAID RIGHT OF WAY NORTH 89°06'42" WEST 477.12 FEET;
THENCE SOUTH 01°37'05" WEST 410.28 FEET TO A POINT ON THE SOUTH LINE OF
SAID NW1/4 SECTION 8;
THENCE NORTH 89°01'46" WEST ALONG THE SOUTH LINE OF SAID NW1/4 SECTION
8, 2146.28 FEET BACK TO THE POINT OF BEGINNING,
COUNTY OF MONTROSE, STATE OF COLORADO.

ORDINANCE NO. 1603

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF TWO CREEKS ADDITION AS R-2, R-3 AND R-3A RESIDENTIAL DISTRICTS, B-4 COMMERCIAL DISTRICT, AND I-1 AND I-2 INDUSTRIAL DISTRICTS.

WHEREAS, the **Two Creeks Addition** has been recently annexed to the City of Montrose, Colorado, and

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

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

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

Section 1.

The Official Zoning Map is amended to zone the **Two Creeks Addition** to the City of Montrose, Colorado as described below:

Tract 1 as depicted on Exhibit A attached hereto and incorporated herein shall be designated as a B-4 Neighborhood Shopping District;

Tracts 2 & 3 as depicted on Exhibit A shall be designated as an R-3A Medium High Density Residential District;

The remainder of Two Creeks Addition southwesterly of Chipeta Drive shall be designated as an R-3 Medium Density District;

The remainder of Two Creeks Addition northeasterly of Chipeta Drive shall be designated as R-3 Medium Density District, *except* for those portions designated as I-1 Light Industrial District and I-2 General Industrial District, and R-2 Low Density District, as so denoted on the attached Exhibit A.

Section 2.

The following conditions shall apply to that portion of the Addition lying southwesterly of Chipeta Drive:

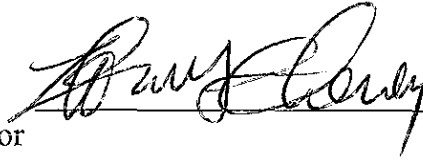
- A. The total number of residential dwelling units shall be no more than 455 for Phases I & II as depicted on Exhibit B attached hereto and incorporated herein; Phase III as depicted on Exhibit B shall be limited 100 residential dwelling units;
- B. As a condition of subdivision, planned development, or other development approval, guarantees for the following improvements shall be required:
 1. The intersection for primary access into the development shall be located where Two Creeks Addition abuts Chipeta Drive; said intersection shall be constructed to City specifications and standards;*
 2. The intersection of 64.50 Road and Chipeta Drive shall be constructed to City specifications and standards, at a time to be determined, secured by performance guaranties or improvement district covenants;*
 3. 64.50 Road from Chipeta Road to the southern line of the Two Creeks Addition shall be developed and improved to the extent reasonable within existing right-of-way in the County, and shall be constructed to City specifications and standards within and abutting the Addition, at a time to be determined, secured by performance guaranties or improvement district covenants;*
 4. Appropriate rights-of-way shall be dedicated on or in the vicinity of the southern line of Section 5, T48N, R9W, N.M.P.M, and on that portion of the mid-section line of Section 8, T48N, R9W, N.M.P.M., that lies within the Two Creeks Addition, as needed to provide for minimum 80-foot wide rights-of-way between 64.00 Road and the eastern boundary of the Addition;
 5. The Addition shall be subject to cost sharing, by improvement district covenants, for right-of-way acquisition and future construction and improvement to Chipeta Road from 64.50 Road to Hwy 550; and access between 64.50 and Hwy 550 at locations yet to be determined; the cost sharing shall be roughly proportionate to the need for said access as created by development of the Two Creeks Addition;*
 6. A minimum of 120 acres shall be developed for golf course use or must remain open space

7. The development of Phase III shall require an additional traffic impact study at filing of preliminary plat.

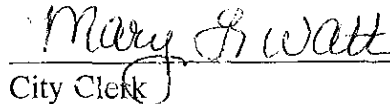
* Approval of Montrose County shall be required so long as the improvement in question is in unincorporated Montrose County.

INTRODUCED, READ and PASSED on first reading this 3rd day of October, 1996.

Mayor



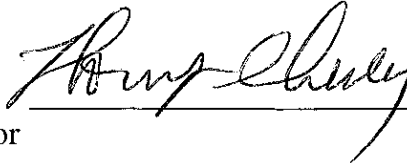
ATTEST:


City Clerk

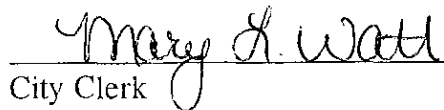
You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on October 17th, at the hour of 7:30 p.m. at Montrose City Hall in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 17th day October, 1996.

Mayor

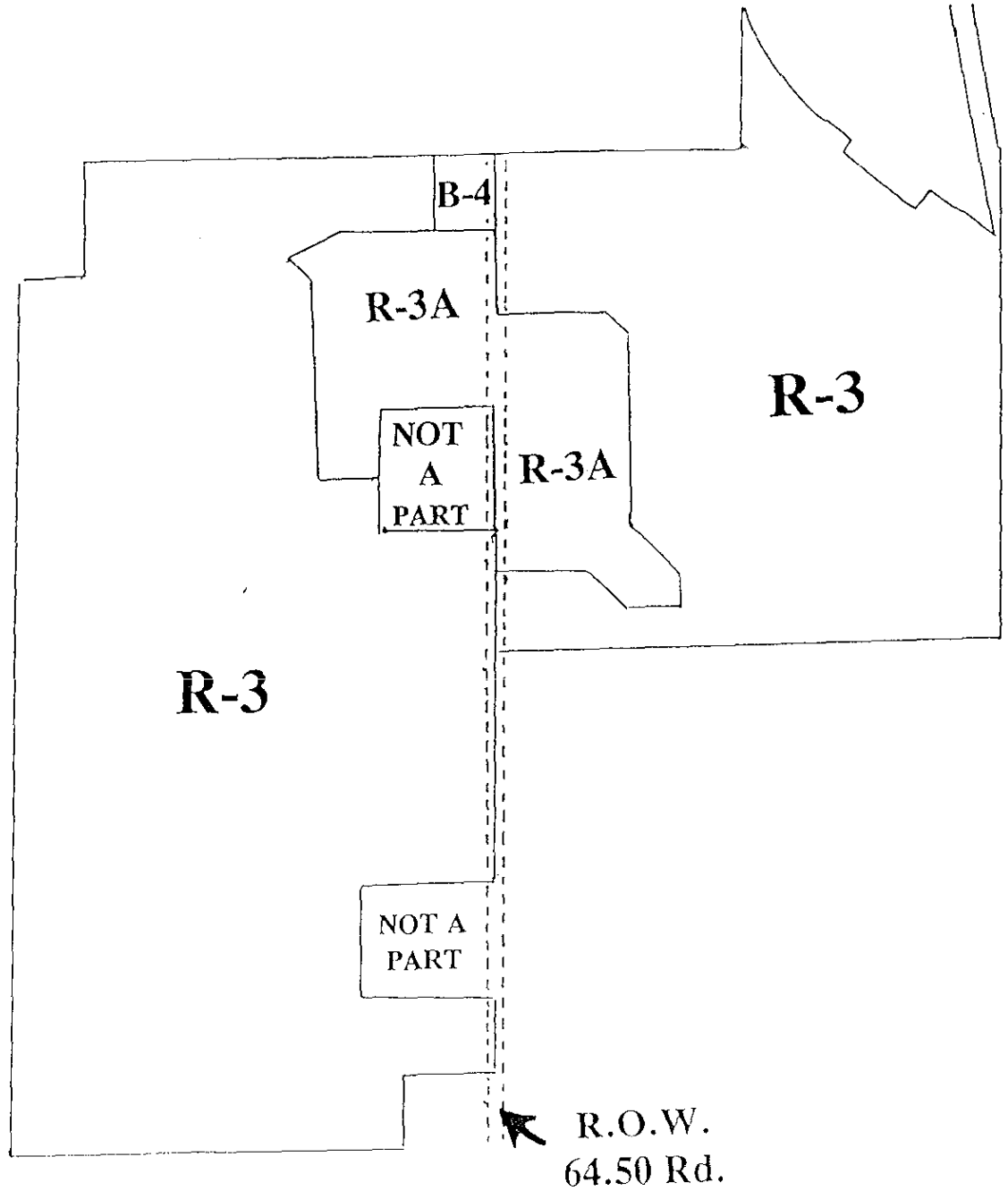


ATTEST:

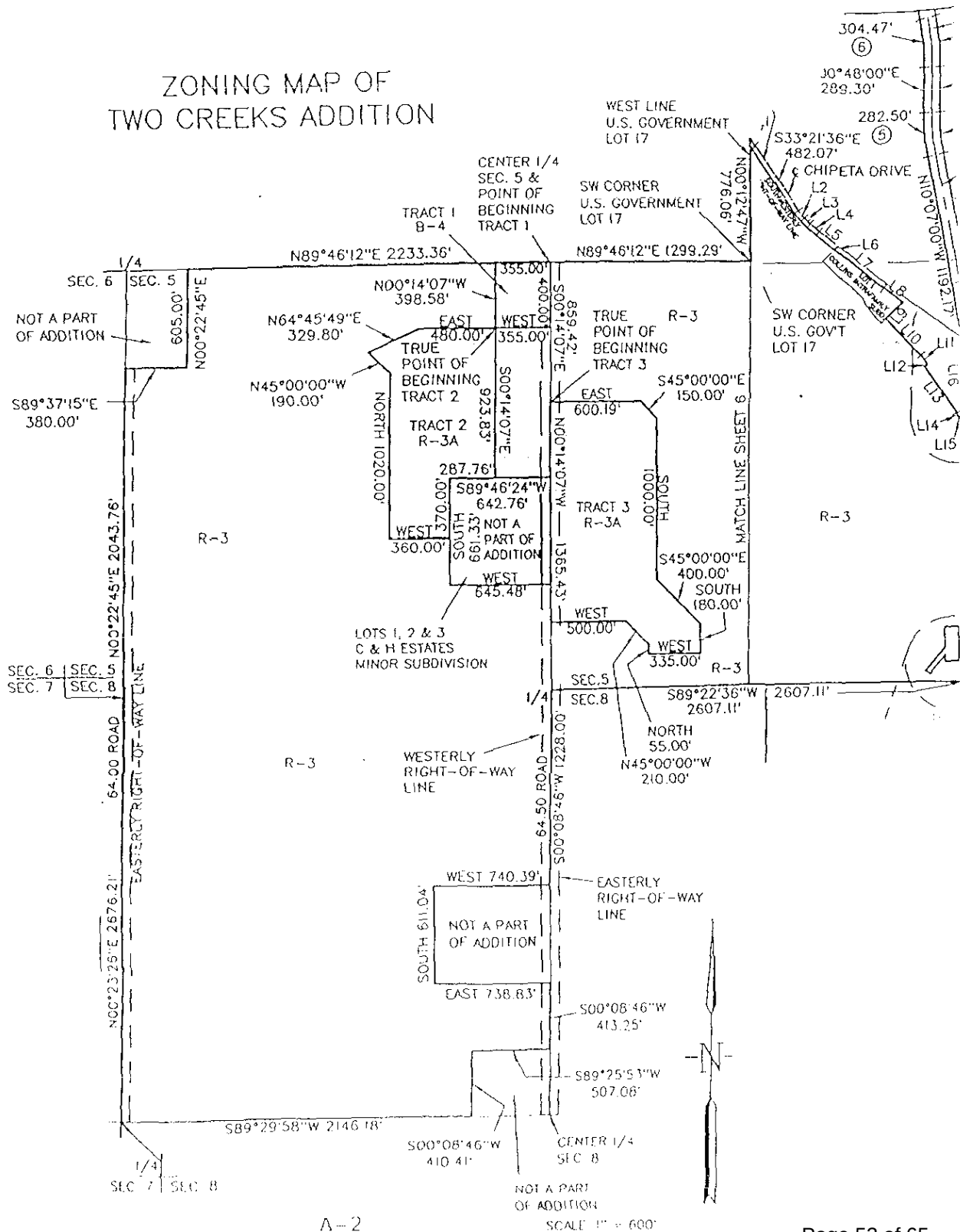

City Clerk

TWO CREEKS ADDITION ZONING MAP

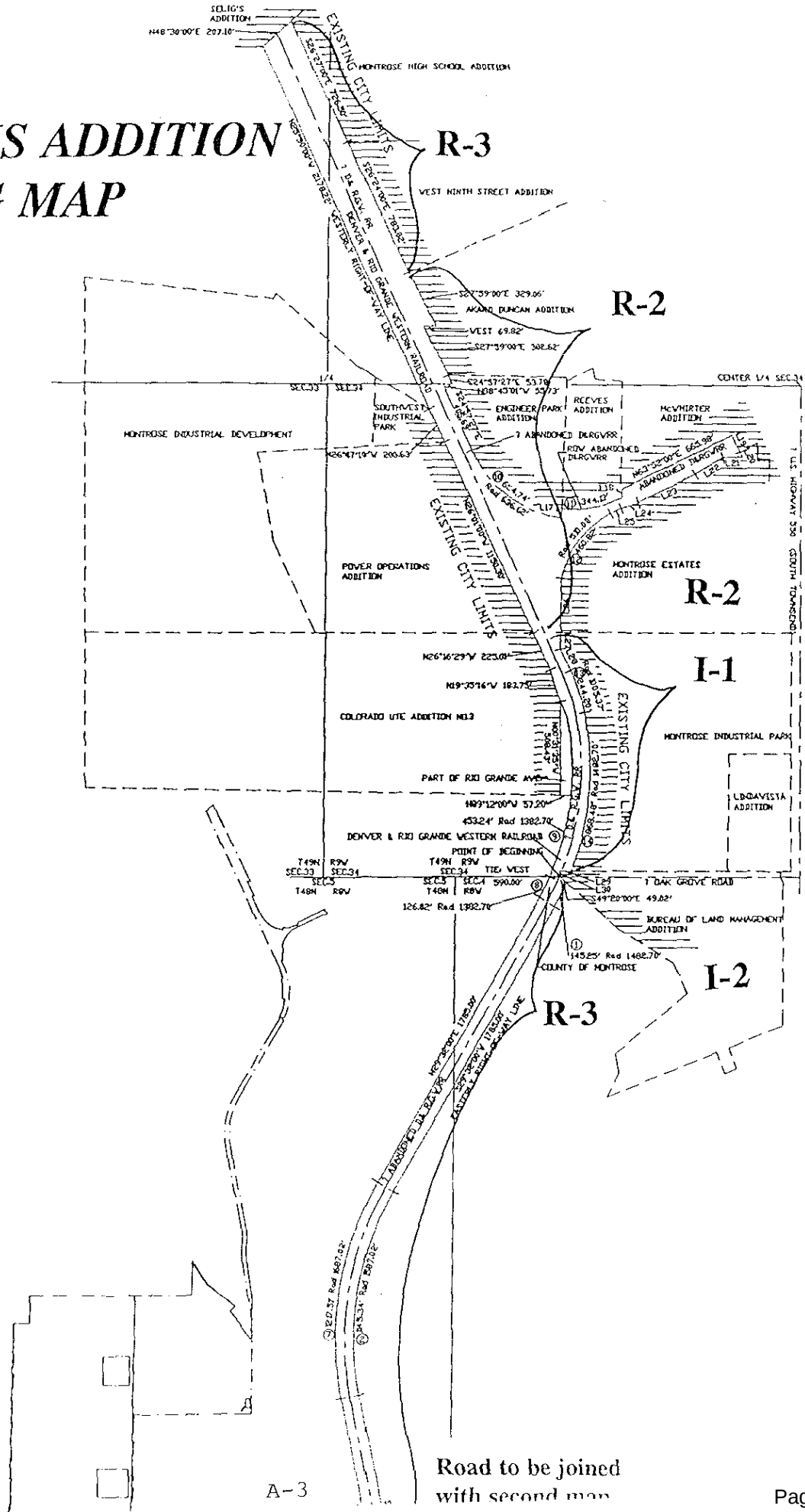
□
Road to be joined
with first map



ZONING MAP OF TWO CREEKS ADDITION



TWO CREEKS ADDITION ZONING MAP



COLLINS FARMS SOUTH

Phase II
(147.96 Acres)

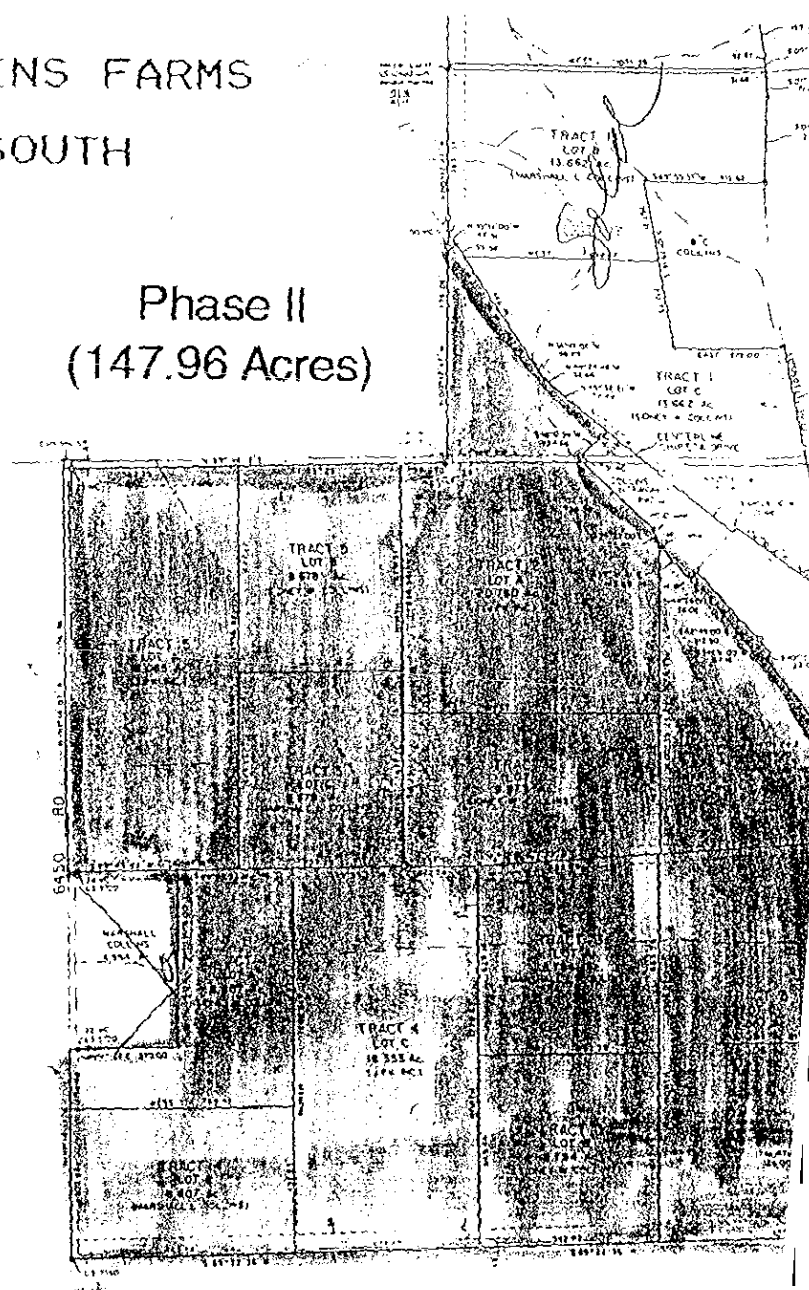
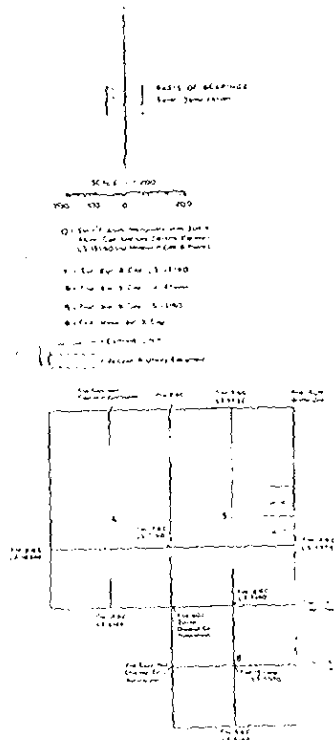
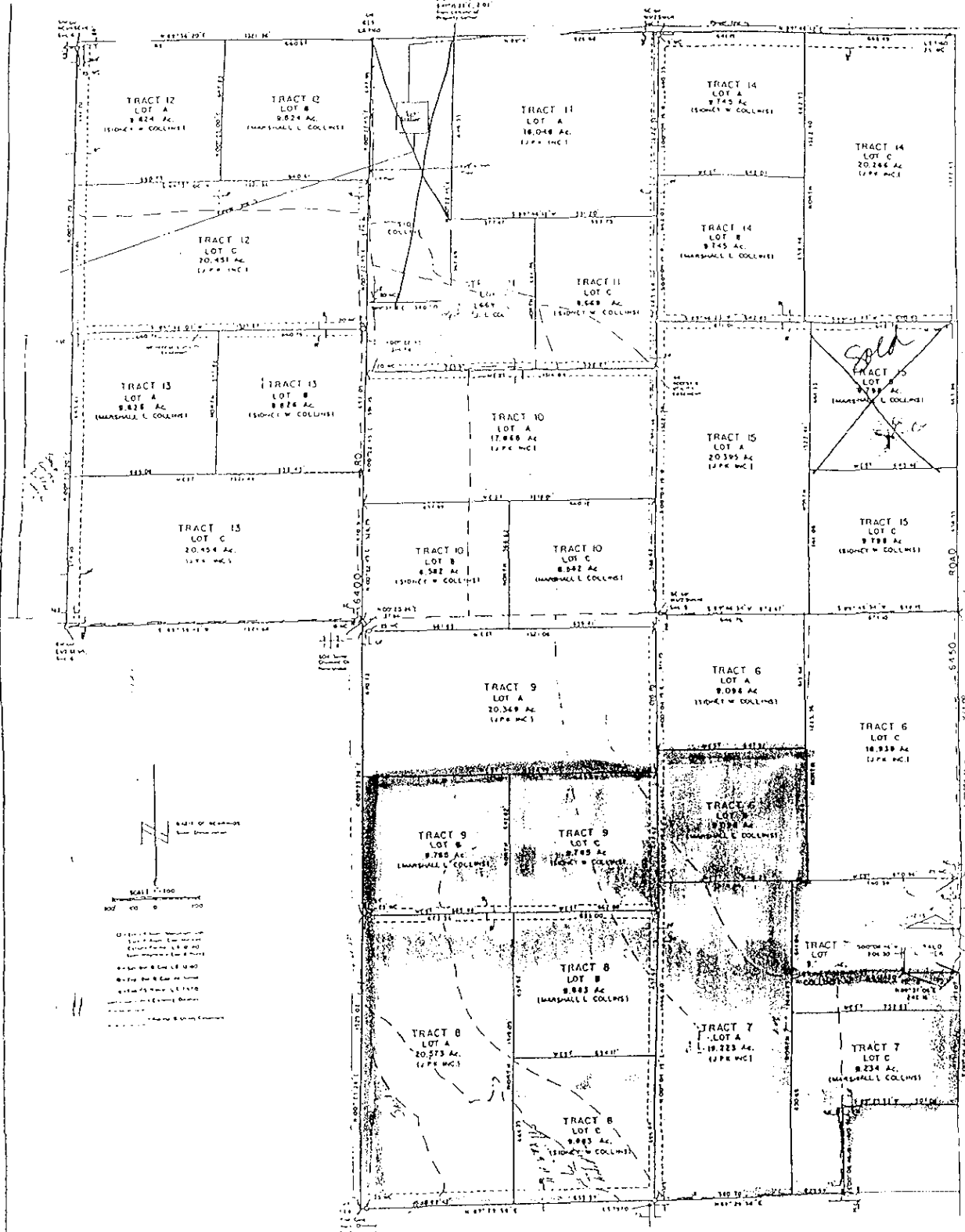


EXHIBIT "B" (Cont'd)



Phase III (100.464 Acres)

WITNESSED	DATE	PLAT OF DESC.
NOTARIAL	11-11-11	MONROSE CO.
DEPOSED		

Exhibit D - Applicant's General Project Report

Requested Re-Zoning Overview

121.93 Acres

Cobble Creek South (“the Property”)

By this application, Weststar Development, LLC (“Applicant”) requests the re-zoning under the City’s current zoning regulations of the 121.93-acre tract described on Exhibits A and B attached hereto (the “Property”) in its entirety to R-3 Medium Density District. The requested zoning is the same as the Property’s existing base zoning but would exclude and/or clarify certain restrictions imposed when the Property was initially zoned in 1996.

The Property includes all of Phase III and a portion of Phase I of the Two Creeks Addition referenced in Ordinance No. 1603, adopted on October 17, 1996, and subsequently superseded. The Property is currently zoned as an R-3 Medium Density District. Weststar Development, LLC owns the Property and is initiating this request on behalf of Momentum Development, LLC, an experienced developer who intends to purchase the Property and move forward with development of the Property in 2023. This zoning update will eliminate the division of the Property into two phases as currently configured, allow more flexibility in lot layout, and update the zoning requirements to be compatible with the City’s current zoning practices.

The original zoning Ordinance No. 1603 covered a much larger tract that included the entirety of what has been developed to date in the Cobble Creek Community. No previously platted acreage is included in this re-zoning request.

Ordinance No. 1603 contained a provision that would have limited the remaining density of the Property to 139 units. This places the Property at an economic disadvantage as compared to more recently zoned R-3 tracts within the City and prohibits development of the Property consistent with the City’s current Envision 2040 comprehensive master plan and requirements for an R-3 zoning district. The City of Montrose no longer applies density limitations to zoning classifications. This rezone will follow Sec 4-4-7 “R-3” Medium Density District and Sec 4-4-22 Dimensional Requirements in the current code. The tract includes significant undevelopable land due to wetlands and designated flood zones and the ultimate density, which is unlikely to exceed 290 dwelling units, will be well below the density typically available in R-3 zoned property.

Per discussions with City of Montrose staff, Applicant believes it is appropriate to carry forward some of the conditions in the original zoning and to modify others to reflect current requirements as well as to allow additional positive flexibility in subdivision configuration. Applicant proposes that the following requirements be included in the requested rezoning ordinance:

1. The intersection of 64.50 Road and Chipeta Drive shall be constructed to City specification and standards, at a time to be determined based upon then current City street construction and financing criteria which may include improvement district covenants;*
2. 64.50 Road adjacent to the east boundary of the Property shall be developed and improved to the extent reasonable within existing right-of-way in the County, and shall be constructed to City specifications and standards commensurate with development of the Property:*
3. Appropriate rights-of-way shall be dedicated in the Property as it is developed as needed to provide for an east-west street as outlined in the Master Plan to provide for access between 64.50 Road and 64.00 Road;*
4. The Property shall be subject to cost sharing, by improvement district covenants, for right-of-way acquisition and future construction and improvement to Chipeta Road from 64.50 Road to Hwy 550; and access between 64.50 Road and Hwy 550 at locations yet to be determined; the cost sharing shall be roughly proportionate to the need for said access as created by the development of the Property.*
5. The development of the Property shall require a traffic impact study at filing of a preliminary plat.

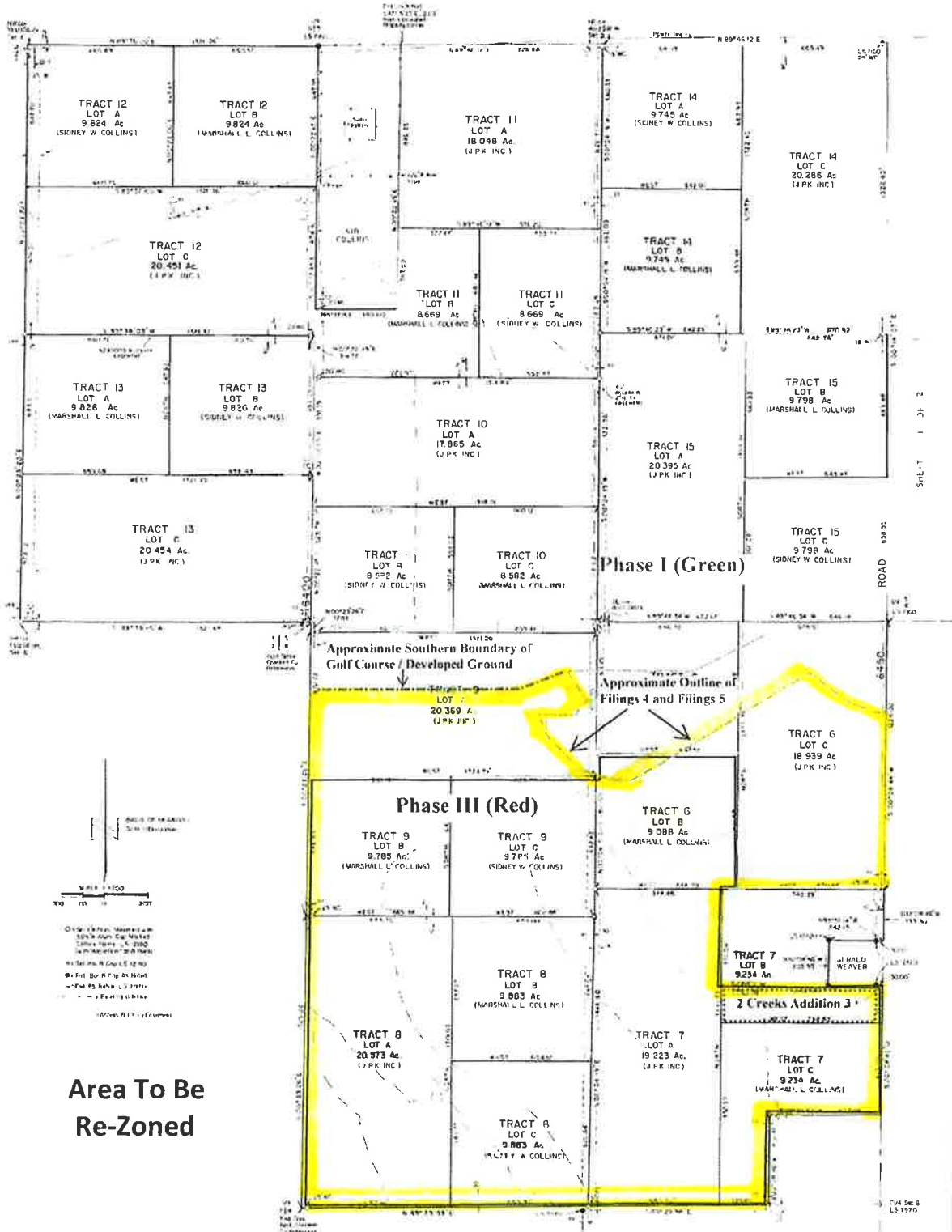
*Approval of Montrose County shall be required so long as the improvement in question is in unincorporated Montrose County.

Applicant expects to work with City staff regarding infrastructure requirements/conditions prior to re-zone ordinance approval.

This request is in compliance with applicable criteria as the base zoning is not being changed and the applicable requirements related to the updated zoning will be equal to other tracts in the city that are zoned R-3. R-3 zoning for this property is in substantial conformity with the Master Plan.

A key consideration in the City's review of this re-zoning application is how it relates to the Envision 2040 Montrose Comprehensive Plan. The subject property is designated as "Residential Mixed Density Medium" on the Future Land Use Map found in the Comprehensive Plan. The R-3 zoning proposed for Cobble Creek South consistent with this land use designation. Further, Cobble Creek West is located within "Growth Area 1", an area defined by the Comp Plan as the "most cost-effective area for the City to grow". Cobble Creek South is located where the City's Comprehensive Plan specifically encourages residential development.

PLAT OF DESCRIPTION SITUATED IN LOTS 16 & 17, AND THE SE1/4, AND THE SW1/4, Sec. 5, AND IN THE E1/2SE1/4, Sec. 6, AND IN THE NW1/4, Sec. 8, ALL IN T48N, R9W, N.M.P.M

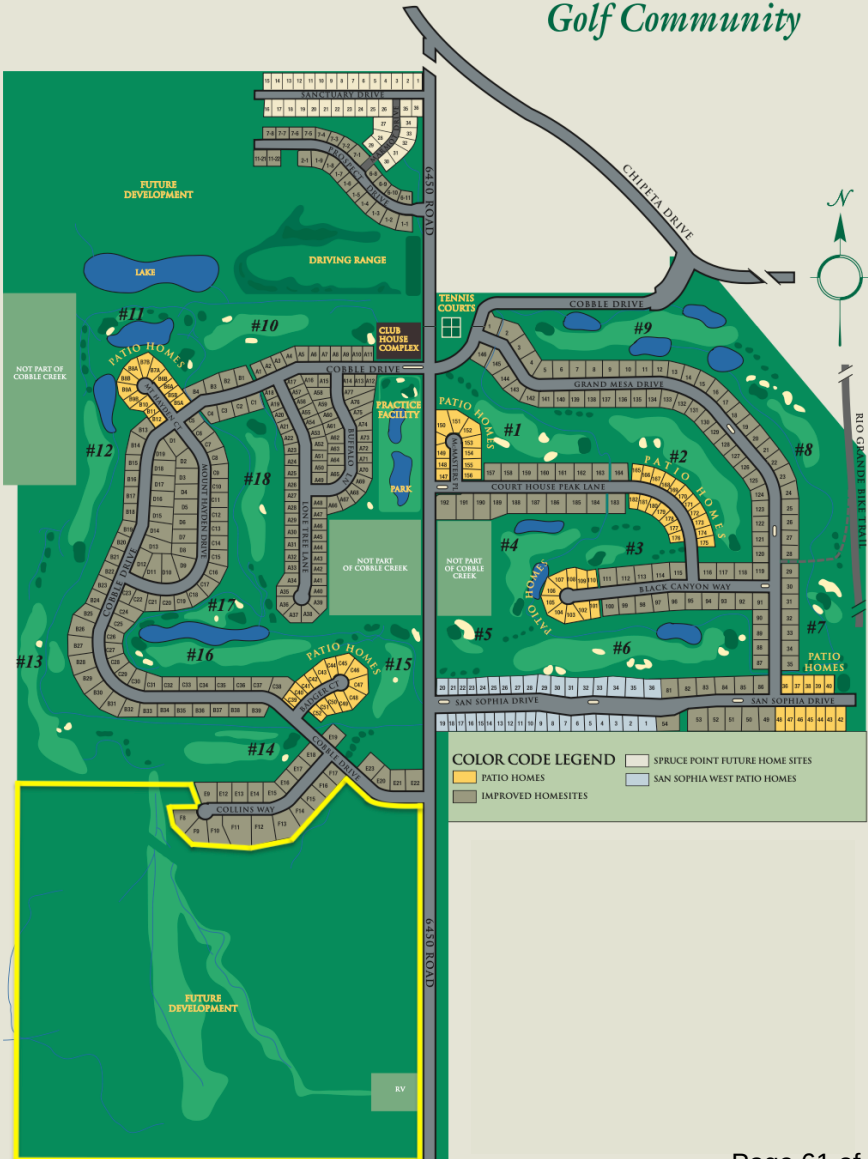


Area To Be
Re-Zoned

PLAT OF DESCRIPTION
MONTRON COUNTY, COLO

Cobble Creek

Golf Community





CITY OF MONTROSE
POLICE DEPARTMENT
 434 South First Street
 Montrose, Colorado 81401
 970-252-5200 Phone
 970-252-5216 Fax

January 9, 2023

TO: Dave Frank, Mayor
 Barbara Bynum, Mayor Pro Tem
 Doug Glaspell, Councilman
 J. David Reed, Councilman
 Ed Ulibarri, Councilman

FROM: Blaine Hall, Chief

SUBJECT: **Activities of the Montrose Police Department for 2021 vs. 2022.**

STATISTICAL RECAPITULATION:		January - December	January - December	%
1	REPORTED CRIME	2021	2022	CHANGE
	Homicide	0	0	0%
	Robbery	9	4	-56%
	Assaults	258	223	-14%
	Assault on a Peace Officer	12	11	-8%
	Sexual Assaults	93	99	6%
	Burglary (Residence)	53	31	-42%
	Burglary (Commerce)	36	32	-11%
	Theft (All)	883	754	-15%
	Motor Vehicle Theft	73	68	-7%
	Criminal Mischief	316	244	-23%
	Domestic Violence	252	258	2%
	Public Peace (Harassment, Disorderly, etc.)	839	973	16%
2	Total Felony Crimes	668	429	-36%
	Total Misdemeanor Crimes	2157	1865	-14%
3	Total Incidents	32025	29891	-7%
	CAD Log Volume	314995	287206	-9%
4	Traffic Accidents	796	855	7%
	D.U.I (Accidents)	8	14	75%
	D.U.I. (Ofc. Obs.)	52	75	44%
	Traffic Citations	1233	855	-31%
	Traffic Contacts	2902	2461	-15%
	Traffic Fatalities	2	2	0%
5	ARRESTS			
	Felony Adult	260	202	-22%
	Juvenile	19	12	-37%
	Misdemeanor Adult	947	835	-12%
	Juvenile	100	157	57%
	Drug Arrests (exc. Marijuana)	198	225	14%
6	Weapon Involved (Non-Firearm)	49	42	-14%
	Firearm Involved	22	41	86%
	Officer Use of Force	40	64	60%
7	Mental Health Holds/Contacts	263	253	-4%

[illegible]



CITY OF MONTROSE
POLICE DEPARTMENT
 434 South First Street
 Montrose, Colorado 81401
 970-252-5200 Phone
 970-252-5216 Fax

January 9, 2023

TO: Dave Frank, Mayor
 Barbara Bynum, Mayor Pro Tem
 Doug Glaspell, Councilman
 J. David Reed, Councilman
 Ed Ulibarri, Councilman

FROM: Blaine Hall, Chief

SUBJECT: **Activities of the Montrose Police Department for the 4th quarter of 2021 vs. 2022.**

STATISTICAL RECAPITULATION:		October - December	October - December	%
1	REPORTED CRIME	2021	2022	CHANGE
	Homicide	0	0	0%
	Robbery	2	3	50%
	Assaults	68	49	-28%
	Assault on a Peace Officer	4	5	25%
	Sexual Assaults	17	33	94%
	Burglary (Residence)	14	5	-64%
	Burglary (Commerce)	8	8	0%
	Theft (All)	195	186	-5%
	Motor Vehicle Theft	23	9	-61%
	Criminal Mischief	76	65	-14%
	Domestic Violence	66	57	-14%
	Public Peace (Harassment, Disorderly, etc.)	182	226	24%
2	Total Felony Crimes	152	84	-45%
	Total Misdemeanor Crimes	458	445	-3%
3	Total Incidents	6977	6909	-1%
	CAD Log Volume	71021	66841	-6%
4	Traffic Accidents	198	251	27%
	D.U.I (Accidents)	3	4	33%
	D.U.I. (Ofc. Obs.)	9	30	233%
	Traffic Citations	176	234	33%
	Traffic Contacts	538	705	31%
	Traffic Fatalities	0	2	200%
5	ARRESTS			
	Felony Adult	69	48	-30%
	Juvenile	4	5	25%
	Misdemeanor Adult	209	210	0%
	Juvenile	32	56	75%
	Drug Arrests (exc. Marijuana)	46	56	22%
6	Weapon Involved (Non-Firearm)	11	4	-64%
	Firearm Involved	6	6	0%
	Officer Use of Force	10	28	180%
7	Mental Health Holds/Contacts	59	64	8%

Co-Responder Referrals *			22	273	1141%			
Co-Responder Responses *			19	249	1211%			
*Of all 273 referrals, only 24 were unable to be contacted, mostly due to disconnected phone numbers or person not home on subsequent follow ups. 72 were active calls, co-responder responded 100% of the time while he was on duty. Co-Responder facilitated LE return to service -47 out of 72 calls. Formal Action Diverted Due to Co-responder- Jail- 6, ED- 14, No formal action would have been taken- 239. De-escalation was provided on 81 separate services.								
Activity of the Montrose Animal Shelter for the 4th quarter of 2021 vs. 2022.								
2021	2022		2021	2022	2021	2022		
134	156	Adopted Animals	292	233	Strays	44	43	Welfare
100	104	Returned to Owner	39	20	Problems	8	78	County
16	4	Transfers	69	65	Noise	30	38	Relinquishment
1	0	Euthanized Dogs	12	9	Vicious	7	12	Dead on Arrival
5	5	Euthanized Cats	14	15	Bites	48	11	Wildlife
0	0	Euthanized Other	7	12	Traps	2	0	Agency Assist
						5	3	PR
Activity of Code Enforcement for the 4th quarter of 2021 vs. 2022.								
2021	2022		2021	2022		2021	2022	
13	7	Abated	9	17	Junk	14	3	RV Parking
51	16	Certified & Warning Letters	9	32	Junk Vehicle	0	9	Snow Removal
1	1	Fence Issue	7	6	Litter	12	2	Summons Written
55	156	Incident Reports	0	25	Number of Signs	27	7	Weeds
0	3	Illegal Business	3	7	Nuisance			
6	40	Illegal Parking						
Respectfully submitted,								
Blaine Hall Chief of Police								
William E. Bell City Manager								
								jb010923
Approved:								