



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, July 18, 2023 6:00 PM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

The Montrose City Council is pleased to have residents of the community take time to attend City Council meetings. We encourage your attendance and participation. Individuals wishing to be heard during public hearing proceedings are encouraged to be prepared and will generally be limited to three minutes to allow everyone the opportunity to be heard. Additional written comments are welcome and will be received at any time. The 11:00 p.m. Rule will be enforced in accordance with City of Montrose Regulations (Sec. 7-15-2).

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer> and recordings of the meetings can be viewed at <https://www.youtube.com/user/MontroseCityGov>.

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 schedule time to book this resource, please email planningmail@cityofmontrose.org at least three (3) days before the meeting.

- 1) City Council meeting called to order by Mayor Barbara Bynum
- 2) The Pledge of Allegiance
- 3) Roll call by the City Clerk
- 4) Changes to the agenda including additions and deletions
- 5) Park and Recreation Month Proclamation
- 6) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

The "Call for Public Comment" agenda item is a time when members of the community may publicly voice their concerns. Comments made during this time should be addressed to the Council and pertain to matters of at least general importance to the City and its operations. Please stay on topic and limit comments to three (3) minutes. Also, be aware that neither City Council nor City staff are expected to engage in discussion or debate. However, the City may respond when appropriate at a later time.

Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any "disorderly conduct" which violates state or local law. See, City of Montrose Regulations (Sec. 7-14-1, et seq.)

7) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the June 20, 2023, regular City Council meeting.

Action: Consider making a motion to approve the minutes of the June 20, 2023 regular City Council meeting as presented.

8) ORDINANCE 2630 - FIRST READING (15 minutes)

City Council consideration of Ordinance 2630 on first reading, an Ordinance of the City of Montrose, Colorado, updating Title 1 Chapter 2, General Provisions and Title 1 Chapter 14, Municipal Court, of the Official Code of the City of Montrose, Colorado: repealing and replacing Title 1 Chapter 2 Section 3 (1-2-3) regarding general penalty; repealing and replacing Title 1 Chapter 14 Section 4 (1-14-4), regarding sentencing; and repealing and replacing other code provisions to standardize cross-references in the Official Code of the City of Montrose regarding sentencing. *Staff: Assistant City Attorney Matt Magliaro, City Attorney Ben Morris, Assistant City Attorney Chris Dowsey*

Action: Hold a hearing. Consider making a motion to pass Ordinance 2630 on first reading as presented.

9) WOODGATE/EAST OAK GROVE DEVELOPMENT AGREEMENT (20 minutes)

City Council consideration of the Woodgate/East Oak Grove Development Agreement to include the purchase of rights of way, easements, and a residential structure at a cost of \$240,500. *Staff: City Engineer Scott Murphy*

Action: Accept public comment. Consider making a motion to approve the Woodgate/East Oak Grove Development Agreement to include the purchase of rights of way, easements, and a residential structure at a cost of \$240,500 as presented.

10) RESOLUTION 2023-10 (10 minutes)

City Council consideration of Resolution 2023-10 setting September 5, 2023, as the hearing date for the Pallante addition annexation. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-10 as presented.

11) DRY CEDAR CREEK II ADDITION ANNEXATION (15 minutes)

City Council will hold a hearing on the annexation of the Dry Cedar Creek II Addition. *Staff: Planner II William Reis*

- A) Resolution 2023-11: City Council consideration of Resolution 2023-11, Findings of Fact for the Dry Cedar Creek II Addition.

Action: Accept public comment. Consider making a motion to adopt Resolution 2023-11 as presented.



- B) Ordinance 2631 - First Reading: City Council consideration of Ordinance 2631 on first reading, an Ordinance of the City of Montrose, Colorado for the annexation of the Dry Cedar Creek II Addition.

Action: Hold a hearing. Consider making a motion to pass Ordinance 2631 on first reading as presented.

12) ORDINANCE 2632 - FIRST READING (5 minutes)

City Council consideration of Ordinance 2632 on first reading, an Ordinance of the City of Montrose, Colorado, providing for the zoning of the Dry Cedar Creek II Addition as an "R-3A," Medium High Density District. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to pass Ordinance 2632 on first reading as presented.

13) WOODS CROSSING NORTH AMENDED PRELIMINARY PLAT (10 minutes)

City Council consideration of the Woods Crossing North Amended Preliminary Plat. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to approve the Woods Crossing North Amended Preliminary Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinance and Municipal Code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

14) WOODS CROSSING FILING NO. 2 FINAL PLAT (10 minutes)

City Council consideration of the Woods Crossing Filing No. 2 Final Plat to create 1 lot, 1 stormwater tract, and associated rights of way and easements. *Staff: Planner II William Reis*

Action: Accept public comment. Consider making a motion to approve the Woods Crossing Filing No. 2 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and Municipal Code provisions are met and that the applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

15) BEAR CREEK SUBDIVISION FILING NO. 8 FINAL PLAT (10 minutes)

City Council consideration of the Bear Creek Subdivision Filing No. 8 Final Plat to create 37 residential lots, open space tracts, outlots reserved for future development, and associated rights of way and easements. *Staff: Planner II William Reis*



Action: Accept public comment. Consider making a motion to approve the Bear Creek Subdivision Filing No. 8 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and Municipal Code provisions are met and that the applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.

16) ORDINANCE 2633 - FIRST READING (10 minutes)

City Council consideration of Ordinance 2633 on first reading, an Ordinance of the City of Montrose, Colorado, designating the Methodist Episcopal Church of Montrose, 19 S Park Ave, Montrose, Colorado, as a City of Montrose Historic Property Pursuant to § 11-3 of the Official Code of the City of Montrose. *Staff Planner II William Reis*

Action: Accept public comment. Consider making a motion to pass Ordinance 2633 on first reading as presented.

17) STAFF REPORTS

- A) Sales, Use, and Excise Tax Report (5 minutes)
Staff: Finance Director Shani Wittenberg

18) CITY COUNCIL COMMENTS

19) MOTION TO ADJOURN



PROCLAMATION

Park and Recreation Month July 2023

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including that served by the Montrose Recreation District and the City of Montrose; and

WHEREAS, parks and recreation are vitally important to establishing and maintaining the quality of life in communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the Montrose Recreation District Board of Directors has designated July as Park and Recreation Month; and

WHEREAS, the Montrose City Council recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, we the City Council of the City of Montrose, Colorado do hereby proclaim the month of July 2023 as **PARK AND RECREATION MONTH** in the City of Montrose.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Montrose, this 18th day of July, 2023.

Barbara Bynum, Mayor
City of Montrose

A regular meeting of the Montrose City Council was held on Tuesday, June 20, 2023, at 6:00 p.m. in the City Council Chambers of the Elks Civic Building. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Barbara Bynum, J. David Reed, Dave Frank, Doug Glaspell, Ed Ulibarri, Bill Bell, Ann Morgenthaler, Ben Morris, Chris Dowsey, Lisa DelPiccolo, Greg Story, Becky Scriffiny, Blaine Hall, Christopher Ottinger, Jim Scheid, Archie Beyers, William Reis, Michelle Wingfield

GUESTS: Maria Valdez, Jason Senior, Dan Carr, Eva Garretson

CALL TO ORDER

Mayor Barbara Bynum called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO THE AGENDA

No changes were made to the agenda.

IMMIGRANT HERITAGE MONTH PROCLAMATION

Mayor Barbara Bynum and the Montrose City Council proclaimed June 2023 as Immigrant Heritage Month in the City of Montrose. Mayor Bynum presented the proclamation to Maria Valdez with the Tri-County Health Network.

CALL FOR PUBLIC COMMENT

No comments were received.

APPROVAL OF MINUTES

City Council considered the minutes of the June 5, 2023, special City Council meeting and the June 6, 2023, regular City Council meeting.

A motion was made by Dave Frank, seconded by J. David Reed, to approve the minutes of the June 5, 2023, special City Council meeting and the June 6, 2023, regular City Council meeting as presented. All voted yes. Motion passed.

FIREWORKS DISPLAY PERMIT

City Council considered the approval of a Fireworks Display Permit for the City of Montrose Fireworks Display on July 4, 2023.

A motion was made by Dave Frank, seconded by J. David Reed, to approve a Fireworks Display Permit for the City of Montrose Fireworks Display on July 4, 2023. All voted yes. Motion passed.

DISPOSAL OF CITY PROPERTY

City Council considered the donation of a raft owned by the City of Montrose to Montrose Surf & Cycle in exchange for the upkeep of the raft and providing river inspection as needed.

A motion was made by Dave Frank, seconded by J. David Reed, to approve the donation of a raft owned by the City of Montrose to Montrose Surf & Cycle as presented. All voted yes. Motion passed.

NEW TAVERN LIQUOR LICENSE APPLICATION

City Council considered an application for a new Tavern liquor license at 2100 Airport Road for Shelter Distilling, Inc., doing business as Shelter Distilling, for consumption on the licensed premises. A hearing was held.

City Attorney Ben Morris reported that the file is in order, the fees have been paid, and written findings were prepared by the City Clerk. Petitions were circulated by Liquor Pros and a summary is included in the meeting packet. Mr. Morris stated that 120 signatures were collected with 116 in favor of the license being issued. Eva Garretson with Liquor Pros was present to answer questions regarding the petitions.

Applicant Jason Senior agreed to the designation of the neighborhood as the city limits and said that the needs of the community are not being met by the current liquor licensed establishments. Mr. Senior said that the city needs a good quality cocktail bar in the new airport departure lounge. Mr. Senior stated that he intends to follow Colorado liquor laws and said he has no infractions on record for his liquor license in California.

Attorney Dan Carr was present to represent the applicants. Mr. Carr reviewed the plan to provide “grab and go” food service and sell alcohol beverages to travelers in the new departure lounge of Montrose Regional Airport. Mr. Carr reported that Shelter Distilling is new to Montrose and has operated in California for more than five years with no liquor license infractions. Mr. Carr said that Mr. Senior has reviewed the Colorado Liquor Code and plans to ID customers under 40 years of age. The business will have 8-10 employees and all will be required to complete alcohol server training.

Mr. Senior stated that the business intends to open by the end of September in the secure area of the airport.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by J. David Reed, seconded by Dave Frank, to approve a new Tavern liquor license at 2100 Airport Road for Shelter Distilling, Inc., doing business as Shelter Distilling, for consumption on the licensed premises. All voted yes. Motion passed.

ORDINANCE 2628 - SECOND READING

City Council considered Ordinance 2628 on second reading, an Ordinance of the City of Montrose, Colorado, amending City Building and Fire Regulations and adopting by reference 2018 editions of The International Building Code; The International Mechanical Code; The International Residential Code; The International Fuel Gas Code; The International Plumbing Code; The International Existing Building Code; The International Property Maintenance Code; The International Fire Code; and The International Energy Conservation Code; and providing penalties for violations.

Chief Building Official Archie Byers reported no changes to Ordinance 2628 since it was passed on first reading at the June 6, 2023, City Council meeting.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Ed Ulibarri, to adopt Ordinance 2628 on second reading as presented. All voted yes. Motion passed.

ORDINANCE 2629 - SECOND READING

City Council considered Ordinance 2629 on second reading, an ordinance of the City of Montrose, Colorado, disconnecting a portion of Parcel #376716320003. A hearing was held.

Planner II William Reis reported that this disconnection was prompted by a boundary line agreement between two properties with one within city limits and one outside. Ordinance 2629 realigns the boundary and disconnects a very slim parcel to avoid confusion between jurisdictions.

Mr. Reis recommended adoption of Ordinance 2629 stating that there are no deleterious impacts to City interests or finances.

Mayor Barbara Bynum opened the hearing.

Public comment was accepted. No comments were received.

Mayor Bynum closed the hearing.

A motion was made by J. David Reed, seconded by Dave Frank, to adopt Ordinance 2629 on second reading as presented. All voted yes. Motion passed.

WATER AND SEWER CONNECTION FEE ABATEMENT

City Council considered the abatement of the actual cost of water and sewer connection fees, estimated at \$275,214.00, for the CASA of the 7th Judicial District and Region 10 Area Agency on Aging Village at San Juan project.

Community Development Specialist Christopher Ottinger reported this project is a hybrid permanent supportive housing facility to benefit youth in danger of homelessness and the elderly population at risk of homelessness. Mr. Ottinger stated that an abatement of water and sewer connection fees requires City Council approval of an allocation from the General Fund. The City is also waiving building permit fees in the amount of \$40,027.00.

Public comment was accepted. No comments were received.

A motion was made by Doug Glaspell, seconded by Dave Frank, to approve the abatement of the actual cost of water and sewer connection fees, estimated at \$275,214.00, for the CASA of the 7th Judicial District and Region 10 Area Agency on Aging Village at San Juan project as presented. All voted yes. Motion passed.

STAFF REPORTS

Sales, Use, and Excise Tax Report: Sales Tax Accountant Becky Scriffiny presented sales, use, and excise tax information for the month of April 2023. Ms. Scriffiny reported that total sales and use tax collections were up 1.5 percent with a positive budget variance of 11.3 percent as compared to April of 2022. Year-to-date collections were up 4.3 percent with a positive budget variance of 13.4 percent.

CITY COUNCIL COMMENTS

City Councilor Dave Frank was congratulated for his designation as Rotarian of the Year by the Montrose Rotary Club. Mr. Frank also commented on the multiple activities planned for the Fourth of July and noted that the City Council will not meet on July 4.

Mayor Barbara Bynum announced that the Montrose Veterans Memorial Coalition will be serving beer during the 4th of July concert to raise funds for a planned memorial in Cerise Park.

MOTION TO ADJOURN

At 6:35 p.m., a motion was made by Doug Glaspell to adjourn the meeting with no further action taken.

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2630

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 1 CHAPTER 2, GENERAL PROVISIONS AND TITLE 1 CHAPTER 14, MUNICIPAL COURT, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: REPEALING AND REPLACING TITLE 1 CHAPTER 2 SECTION 3 (1-2-3) REGARDING GENERAL PENALTY; REPEALING AND REPLACING TITLE 1 CHAPTER 14 SECTION 4 (1-14-4), REGARDING SENTENCING; AND REPEALING AND REPLACING OTHER CODE PROVISIONS TO STANDARDIZE CROSS-REFERENCES IN THE OFFICIAL CODE OF THE CITY OF MONTROSE REGARDING SENTENCING

WHEREAS, the City of Montrose updates the Municipal Code from time to time; and

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

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

SECTION 1:

Title 1, Chapter 2 Section 3. (1-2-3.(A), (B)) (General penalty.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-2-3. - General penalty.

(A) It shall be unlawful to violate any provision of the City Charter, Official Code of the City of Montrose, Colorado (City Code) or City Ordinances. Any person convicted of a violation of any provision of any City ordinance, the Official Code of the City of Montrose, Colorado, any code adopted by reference, thereby, or of the Charter of the City of Montrose, Colorado, may be punished by a fine in an amount not to exceed \$2,650.00 or by imprisonment in jail for a period of not more than three hundred sixty-four days (364), or by both such fine and imprisonment, unless a lower maximum sentence is specified. Any person under the age of 18 years at the time offense may be punished by a fine not to exceed \$300.00 or by imprisonment in detention for a period of not more than forty-eight (48) hours, or by both such fine and imprisonment, unless a lower maximum sentence is specified. The Municipal Court may in its discretion employ alternative sentencing as described in Title 1, Chapter 14, Section 4 of the Official Code of the City of Montrose, Colorado.

- (B) A juvenile may be detained in a jail, lockup, or other place used for the confinement of adult offenders only for processing for no longer than six (6) hours and during such time must be placed in a setting that is physically segregated by sight and sound from the adult offenders, and in no case may the juvenile be detained in such place overnight. After six (6) hours, the juvenile may be further detained only in a juvenile detention facility operated by or under contract with the department of human services.

SECTION 2:

Title 1, Chapter 14 Section 4. (1-14-4.(B), (D), (E), (G)) (Sentencing.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-14-4. - Sentencing.

- (B) It shall be unlawful to violate any provision of the City Charter, Official Code of the City of Montrose, Colorado (City Code) or City Ordinances. Any person convicted of a violation of any provision of any City ordinance, the Official Code of the City of Montrose, Colorado, any code adopted by reference, thereby, or of the Charter of the City of Montrose, Colorado, may be punished by a fine in an amount not to exceed \$2,650.00 or by imprisonment in jail for a period of not more than three hundred sixty-four (364) days, or by both such fine and imprisonment, unless a lower maximum sentence is specified. Any person under the age of 18 years at the time of the offense may be punished by a fine not to exceed \$300.00 or by imprisonment in detention for a period of not more than forty-eight (48) hours, or by both such fine and imprisonment, unless a lower maximum sentence is specified.
- (D) Plea discussions and plea agreements may be entered into by the prosecution and approved by the Municipal Judge in accordance with the provisions of part 3, article 7 of title 16, Colorado Revised Statutes 2023, as amended, including deferred prosecution and deferred sentencing as provided in part 1, article 1.3 of title 18, Colorado Revised Statutes 2023, as amended. The Municipal Court shall allow defendants the right of allocution prior to imposition of sentence.
- (E) The Municipal Court has the discretion to impose a sentence of probation, supervised or unsupervised, as well as a suspended sentence with conditions that the court may determine in the interests of justice, after argument from and with input from the parties of record to the litigation. The conditions of probation shall be such as the court in its discretion deems reasonably necessary to ensure that the defendant will lead a law-abiding life and to assist the defendant in doing so. The court shall provide as explicit conditions of every sentence to probation that the defendant not commit another offense during the period for which the sentence remains subject to revocation, that the defendant make restitution, and that the defendant comply with

any court orders regarding substance abuse testing and treatment. For victim-involved offenses, the court shall provide as an explicit condition of every sentence to probation that the defendant not harass, molest, intimidate, retaliate against, or tamper with the victim or any prosecution witnesses to the crime, unless the court makes written findings that such condition is not necessary. Such findings may be included within the court's sentencing order.

- (G) Restitution shall not exceed the maximum amount of jurisdiction of the court, which shall be concurrent in amount to the maximum fine amount allowed to be imposed under (B) of this section.

SECTION 3:

Title 5, Chapter 2 Section 4. (5-2-4.(F)) (Enforcement.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-2-4. - Enforcement.

- (F) Any person convicted of violation of any provisions of this Chapter may be sentenced in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 4:

Title 5, Chapter 7 Section 22. (5-7-22) (Violations and penalties.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-7-22. - Violations and penalties.

In addition to the revocation, suspension or denial of a permit or identification badge issued under this Chapter, any applicant, permittee or solicitor who violates any of the provisions of this Chapter, and any person who violates Section 5-7-3, 5-7-4, 5-7-9, or 5-7-11, may be sentenced in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 5:

Title 8, Chapter 4 Section 1. (8-4-1.(F))(Retail sales of marijuana.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

8-4-1. - Retail sales of marijuana.

(F) *Penalty.* A violation of the provisions of this Chapter shall be punishable in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado.

SECTION 6:

Title 8, Chapter 4 Section 1. (8-4-1.(F)(1))(Retail sales of marijuana.) of the Official Code of the City of Montrose, Colorado, is hereby repealed and reserved, as follows:

(1) Reserved;

SECTION 7:

Title 9, Chapter 7 Section 21. (9-7-21.(A))(Administration and enforcement.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

9-7-21. - Administration and enforcement.

(A) It shall be unlawful to violate any of the provisions of this Chapter, or of a permit issued hereunder. Any person convicted of such a violation may be punished in accordance with Section 1-2-3, of the Official Code of the City of Montrose, Colorado. Each day a violation continues shall be considered a separate violation.

SECTION 8:

Except as specifically amended hereby, the Official Municipal Code of the City of Montrose, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

SECTION 9:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof.

SECTION 10:

The City Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter.

SECTION 11:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 12:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 13:

This Ordinance shall become effective as set forth in the City of Montrose Charter.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the 18th day of July, 2023, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: June 28, 2023
RE: Woodgate/East Oak Grove Development Agreement

Action

Consider approval of the Woodgate/East Oak Grove Development Agreement to include the purchase of rights of way, easements, and a residential structure at a cost of \$240,500.

Project Background

In response to building traffic congestion in the area and as envisioned in the City's comprehensive plan, the City of Montrose designed and constructed a realignment of Woodgate Road to join up directly with East Oak Grove Road with was completed in the summer of 2022. As recommended in the traffic studies for the realignment project, it was envisioned that the new intersection of Woodgate and East Oak Grove Roads ("WEOG") would ultimately be constructed as a roundabout. However, the City was unable to construct the roundabout concurrent with the realignment project due to a lack of necessary rights of way on the northern side of East Oak Grove Road as well as schedule and budget limitations that existed at the time of the realignment project.

Since completion of the Woodgate Realignment project, property ownership on the northern side of East Oak Grove Road has changed. The new owners have expressed an interest in partnering to see the roundabout built, intend to annex/develop the surrounding area, and are working to redevelop existing commercial properties towards the northwest (Penn Mall Area). Furthermore, the developers have been working with All Points Transit (APT) to situate their new transit center immediately northeast of the roundabout. APT has spent the last several years working to secure a suitable site for their new transit center facility and considers this area an ideal location for their operations given its central location and proximity to amenities. Construction of the transit center it tentatively scheduled to begin in late 2024.

In addition to the roundabout project element, the City's comprehensive plan and the Colorado Department of Transportation's Townsend Avenue access control plan both call for a roadway connection between East Oak Grove and Niagara Roads, east of Townsend Avenue. The intent of this connection is to provide a means for commercial and residential traffic in the area to access a traffic signal and avoid the need to turn left onto Townsend at uncontrolled intersections. This development agreement would secure the first reach of this backage road. It should also be noted that the next property owners towards the north are also in general agreement with continuation of the Woodgate backage road up to Encanto Place. If the WEOG Development Agreement is approved, a second development agreement to formally secure these additional rights of way would be pursued next.

Overview drawings of the project properties, WEOG Roundabout, and Woodgate Backage Road are included as exhibits to the development agreement.

Development Agreement

The enclosed development agreement outlines the project steps and timeline for infrastructure construction and development of the Woodgate/East Oak Grove area in detail. Key commitments by the City and Developer are summarized below:

City of Montrose

1. **Assist with Annexation and Zoning.** A portion of the project area is currently within Montrose County. The City would prepare applications for annexation and zoning on the developer's behalf to bring enclave into City limits. These applications will follow typical City processes (application review, Planning Commission, City Council, etc).
2. **Design and Construct the WEOG Roundabout and North Woodgate Extension.** The City would start on civil design following design contract approval and is tentatively scheduled to construct the WEOG Roundabout and North Woodgate Extension starting in 4Q 2024 after completion of the Niagara/Hillcrest Roundabout that summer. This would include construction of City utilities (water, sewer, and storm drainage) within the project area. Although both projects are in the City's comprehensive plan, construction of the North Woodgate Extension is contingent on the APT transit center moving forward as this is the initial driver to start the North Woodgate Extension project. If the APT project does not move forward (not expected), construction of this project element would be re-evaluated.
3. **Purchase WEOG Property and Residential Structure.** Because the roundabout project services the overall community and is a near-term need, the City is proposing to purchase the right of way (ROW) and easements needed for its construction. An existing residential structure located at 1595 East Oak Grove is also in conflict and will be relocated or demolished if relocation is not possible. Total compensation for the ROW, easements, and residential structure is \$240,500.
4. **Assist with Subdivision Applications.** In support of development/redevelopment of the project area, the City would prepare subdivision plats and application materials. These applications will follow typical City processes (application review, Planning Commission, City Council, etc). The developer would remain responsible for future development of these parcels and any other infrastructure elements required as part of subdivision.

Developer

1. **Dedicate Property for North Woodgate Extension.** Because the North Woodgate Extension is not an immediate City need and initially is primarily a service to the development and APT, the developer has agreed to dedicate the rights of way and easements needed for its construction.
2. **Perform Site Development.** Site development of the project area will remain the responsibility of the developer. This includes the construction of any non-City utilities needed to service the developments (power, natural gas, and communications utilities) and all private infrastructure (parking lots, site utilities, etc).
3. **Support All Points Transit.** Continue working with All Points Transit to secure the lot for their new transit center.

Project Financials and Future Council Actions

Design and construction of the WEOG Roundabout and North Woodgate Extension is expected to cost approximately \$3.5M and will be proposed in the 2024 and 2025 capital budgets (split between two years). In order to complete the project design in time for the 2024 construction target, it will also be necessary to start its design as soon as possible. To that end, a design contract will be brought before council for consideration at an upcoming council meeting (tentatively scheduled for 7/31 work session

and 8/15 regular meeting). Lastly, if costs for asbestos abatement of the existing residential structure at 1595 East Oak Grove exceed \$50k, these will also be brought before council for consideration.

As a general practice, the City does not include anticipated land purchases in the adopted budget as these purchases are subject to negotiation and their timing is generally uncertain. In line with this practice, this anticipated land purchase was not included in the 2023 budget and may require inclusion in an end-of-year supplemental budget appropriation along with any design or asbestos abatement expenditures that occur in 2023. The City has sufficient reserves to cover these expenditures.

**DEVELOPMENT AGREEMENT
WOODGATE/EAST OAK GROVE DEVELOPMENT PROJECT**

This Development Agreement (the “**Agreement**”) is entered into effective as of the ____ day of _____, 2023 (the “**Effective Date**”) by and between the City of Montrose, a Colorado home rule municipal corporation, whose principal address is 400 East Main Street, PO Box 790, Montrose, Colorado 81402 (the “**City**”); the Owners of Parcel 1, more fully described in **Exhibit A** attached hereto, collectively referred to as “**Developer 1**”:

1. Oregon Group, LLC a Colorado limited liability company whose principal address is 2130 Oregon Street, PO Box 3326, Montrose, Colorado 81402; and
2. St. Joseph’s Pinyon Properties, LLC a Colorado limited liability company whose principal address is 18231 Puma Trail, Montrose, Colorado 81403; and
3. BSG Penn Mall Properties, LLC a Colorado limited liability company whose principal address is 2911 Belle Haven Way, Montrose, Colorado 81401; and
4. Kaisen P, LLC a Colorado limited liability company whose principal address is 13607 M73 Rd, Montrose, Colorado 81401; and
5. Tanner Rentals, LLC a Colorado limited liability company whose principal address is 3391 West Court, Montrose, Colorado 81401; and

The Owners of Parcel 2, more fully described in **Exhibit A** attached hereto, collectively referred to as “**Developer 2**”:

1. Tanner Rentals, LLC a Colorado limited liability company whose principal address is 3391 West Court, Montrose, Colorado 81401; and
2. Oak Grove Investments, LLC a Colorado limited liability company whose principal address is 2130 Oregon Street, Montrose, Colorado 81401.

Developer 1 and Developer 2 may collectively be referenced herein as “**Developers**”. The City, Developer 1, and Developer 2 may individually be referenced herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Developers are the joint owners of the real property located in the City of Montrose and unincorporated Montrose County, Colorado and identified on **Exhibit A** attached hereto (the “**Development Property**”); and

WHEREAS, the City of Montrose comprehensive plan and Colorado Department of Transportation access control plan call for the eventual extension of Woodgate Road north across the development property (the “**North Woodgate Extension**”). Within the Development Property, the North Woodgate Extension would generally occupy the rights of way and easements shown in **Exhibit B**; and

WHEREAS, the City of Montrose capital plan and recent traffic studies performed for the area call for the eventual construction of a roundabout at the intersection of Woodgate and East Oak Grove Roads, (the “**WEOG Roundabout**”). Within the Development Property, the WEOG Roundabout would generally occupy the rights of way and easements shown in **Exhibit B**; and

WHEREAS, All Points Transit (“**APT**”) intends to purchase land from Developer 2 and develop a regional transit center on a portion of the Development Property.

WHEREAS, in order to in order to promote orderly, safe, and efficient traffic flow in the area, support APT’s development of a regional transit center, allow for the efficient development of the Development Property, and otherwise achieve the Parties’ mutual economic development goals, the Parties mutually desire to undertake a joint public/private project (the “**Woodgate/East Oak Grove Development Project**”) to: (i) annex and zone Parcel 2 which is currently located outside of Montrose City limits; (ii) design and construct the WEOG Roundabout and North Woodgate Extension in general conformance with the geometry and cross section shown in **Exhibit B**; and (iii) subdivide the Development Property in general conformance with the lot configuration shown in **Exhibit B**.

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

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide an effective and reliable means for the Parties to jointly pursue the various steps necessary to accomplish the Woodgate/East Oak Grove Development Project, as further set forth below.
2. **PROJECT STEPS AND ACTIONS.** The Parties hereby acknowledge and confirm to and with each other that the following constitute the general steps and actions necessary by each party in order to complete the Woodgate/East Oak Grove Development Project.

City of Montrose

- a. **Prepare Annexation and Zoning Application.** The City shall assist Developer 2 to prepare all necessary exhibits and waive fees associated with the submission of an annexation and initial zoning application to the City for Parcel 2 of the Development Property (the “**Project Annexation**”). City Staff shall recommend zoning the parcel as designated on **Exhibit B** or as directed by Developer 2 and supported by the City’s comprehensive plan. It should be noted that City Staff does not have the authority to determine final zoning; this will ultimately be determined by the City Planning Commission and City Council through public processes.
- b. **Perform Civil Design of WEOG Roundabout and North Woodgate Extension.** The City shall perform detailed civil design of the WEOG Roundabout and North Woodgate Extension, at its sole cost, in general conformance with the configuration presented in Exhibit B, or as modified through mutual written agreement between the Parties. Civil design shall include: (i) design of the roadway and roundabout; (ii) design of project drainage and required detention facilities; (iii) design of curb cuts for adjacent lots (final location to be determined in collaboration with Developers); (iv) any necessary access permitting with the Colorado Department of Transportation; and (v) design of water, sanitary sewer, and storm drainage mainline utilities with associated stub outs to the right of way lines for use

in future development of adjacent parcels. All design work shall be undertaken in accordance with the City's engineering specifications, subdivision regulations, and industry-accepted standards for improvements of the type contemplated. To that end, the City will prepare, at its own cost, plan sets and specifications stamped by a Colorado-registered professional engineer suitable for bidding and construction of these improvements within 12 months of the Effective Date of this Agreement.

- c. **Prepare Deeds for Conveyance of Necessary Rights of Way and Easements.** Once the footprint of the WEOG Roundabout and North Woodgate Extension are finalized with civil design, City shall prepare legal descriptions, exhibits, and appropriate deeds for conveyance of the rights of way, utility easements, and drainage easements (for stormwater detention areas) to the City of Montrose as necessary to construct the improvements (the "**Project Deeds**").
- d. **Construct WEOG Roundabout.** The City shall construct the WEOG Roundabout, at its sole cost, within 24 months following Developers' execution of the right of way and easement deeds noted in Item C above. Project construction shall include roadway improvements (curb, gutter, sidewalk, pavement, lighting, and grading), water, sanitary sewer, storm drainage mainline utilities, and construction of stormwater detention facilities needed to support the roadway improvements. As part of the project construction, the City shall also perform asbestos abatement and demolition or relocation of the residential structure located at 1595 East Oak Grove Road. Alternatively, Developer 1 may elect to relocate the structure following completion of asbestos abatement by the City. If this option is exercised, the house shall be relocated by Developer 1 within six months of the City completing asbestos abatement of the structure.
- e. **Construct North Woodgate Extension.** The City shall construct the North Woodgate Extension up to the Penn Mall curb cut, at its sole cost, within 18 months following APT purchasing or otherwise securing a lot within the Development Property for construction of their regional transit center. Although supporting the APT transit center is the primary driver for construction of the North Woodgate Extension, if the transit center lot purchase does not occur, the City may consider construction of the North Woodgate Extension in support of other uses on the Development Property to be reviewed by the City on a case by case basis. Construction of the North Woodgate Extension shall include roadway improvements (curb, gutter, sidewalk, pavement, lighting, and grading), curb cuts, water, sanitary sewer, and storm drainage mainline utilities with associated stub outs to the right of way lines for use in future development of adjacent parcels, and construction of stormwater detention facilities needed to support the roadway improvements.
- f. **Compensation of Developers.** Following Developers' execution of the Project Deeds, the City shall pay the Developers \$240,500 (the "**Purchase Funds**") at Closing (defined below). This consists of payment for the WEOG Roundabout rights of way and utility easements as well as payment for the residential structure, with the address of 1595 East Oak Grove, to be demolished or relocated. Breakdown of this compensation by owner and parcel is summarized in **Table 1** below.

TABLE 1 Summary of Developers' Compensation					
	Owner	Ownership Percentage	Right of Way & Easements	1595 East Oak Grove Residential Structure	TOTAL
Parcel 1	Oregon Group, LLC	25%	\$3,000	\$50,000	\$53,000
	St. Joseph's Pinyon Properties, LLC	25%	\$3,000	\$50,000	\$53,000
	BSG Penn Mall Properties, LLC	12.5%	\$1,500	\$25,000	\$26,500
	Kaisen P, LLC	12.5%	\$1,500	\$25,000	\$26,500
	Tanner Rentals, LLC	25%	\$3,000	\$50,000	\$53,000
Parcel 2	Tanner Rentals, LLC	1/3	\$9,500	-	\$9,500
	Oak Grove Investments, LLC	2/3	\$19,000	-	\$19,000
TOTAL			\$40,500	\$200,000	\$240,500

It should be noted that rights of way and easements for the North Woodgate Extension are not being purchased; these are to be dedicated by Developer 2 as this roadway is necessary primarily to service their development. The Parties agree that the Purchase Funds shall be the sole lump sum payment to be exchanged between the Parties in connection with the Woodgate/East Oak Grove Development Project.

- g. **Prepare Subdivision Application(s).** The City shall assist the Developers to prepare all necessary plats and waive fees associated with the submission of subdivision and planned development application(s), as applicable, of the Development Property (the “**Subdivision Application**”) to create lots in general conformance with those shown on **Exhibit B** or as directed by the Developers. It should be noted that, depending on the nature of the subdivision (minor vs. major) final approval of a subdivision application may rest with the City Planning Commission and City Council through public processes.

Developers

- a. **Annexation and Zoning Support.** Developer 2 shall provide supporting materials requested by the City to prepare the Project Annexation application and shall submit the application following preparation by the City. A Developer’s representative shall attempt to attend all public annexation hearings to explain the project and answer any questions that may arise from the City Planning Commission or City Council.
- b. **Vacation of 1595 East Oak Grove.** Prior to the Closing Event, as described below, Developer 1 shall lawfully terminate any leases, ensure the residential structure at 1595 East Oak Grove is vacant, and without claims by any tenants. Developer 1 hereby authorizes the demolition

or relocation of the structure by the City within nine months of the closing event. Alternatively, Developer 1 may elect to relocate the structure following completion of asbestos abatement by the City. If this option is exercised, the house shall be relocated by Developer 1 within six months of the City completing asbestos abatement of the structure.

- c. **Execute Deeds for Conveyance of Necessary Rights of Way and Easements.** Once the Project Deeds are finalized, Developers shall execute the deeds for conveyance to the City.
- d. **Closing Event.** Following completion of: (i) the Project Annexation and zoning; (ii) execution of the Project Deeds, (iii) deposit of the Purchase Funds into an escrow account with an agreed-upon title company (the “**Title Company**”); and (iv) confirmation that the rental leases with tenants at 1595 East Oak Grove have been terminated and the structure is vacant, the Title Company shall record the Project Deeds and disperse Purchase Funds at a closing event to be scheduled with agreement by both Parties (the “**Closing**”). At the Closing, the Parties shall execute and deliver such documents as shall be necessary to affect the Woodgate/East Oak Grove Development Project and to comply with the terms of this Agreement.
- e. **Support APT.** Developer 2 shall work in good faith with APT to secure a lot for their transit center within the Development Property. It should be noted that the City is not privy to and shall not dictate any terms of this land purchase.
- f. **Construct Dry Utilities.** Dry utilities such as natural gas, electrical power, and communications lines will be necessary as part of the subdivision process to service the Development Property’s new lots. Since these utilities are independent of the City of Montrose, Developers shall remain responsible for extension of these utilities as necessary to service the lots and meet City of Montrose subdivision regulations. The City of Montrose, in consultation with the Developers, shall sleeve across roadway improvements as necessary to accommodate construction of these dry utilities.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES.

- a. **Developers Covenants, Representations and Warranties.** Developers hereby covenants, represents and warrants to and with the City to proceed in a timely manner and reasonably cooperate in good faith with the City to take all actions necessary to comply with the terms of this Agreement and timely complete the Woodgate/East Oak Grove Development Project including, without limitation, perform, negotiate, provide, execute and/or deliver all documents, information and/or items and undertakings contemplated by, appropriate or needed to achieve the City Approvals and effect the project pursuant to this Agreement.
- b. **City Covenants, Representations and Warranties.** City hereby covenants, represents and warrants to and with the Developers to proceed in a timely manner and reasonably cooperate in good faith with the Developers to take all actions necessary to comply with the terms of this Agreement and timely complete the Woodgate/East Oak Grove Development Project including, without limitation, perform, negotiate, provide, execute and/or deliver

all documents, information and/or items and undertakings contemplated by, appropriate or needed to achieve the City Approvals and effect the project pursuant to this Agreement.

4. **GENERAL TERMS AND CONDITIONS**

- a. **Counterparts; Electronic Execution.** This Agreement may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- b. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- c. **Signature Authority; Successors and Assigns.** Signatory for each Party hereby confirm he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this Agreement as a binding document of the Party. The promises made in this Agreement by the Developers shall be deemed to have been made by any corporation or other business affiliated with Developers that acquires ownership or possession of all or any portion of Development Property. This Agreement shall be binding upon the successors and assigns of the Parties.
- d. **Indemnification.** To the fullest extent permitted by law, the Developers agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the performance of the services under this contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Developers, or any officer, employee, or agent of the Developers, or any other person for whom Developers are responsible. The Developers shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Developers' indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.
- e. **Remedies.** The Parties waive entitlement to claim or receive any form of monetary damages, including but not limited to remedial, compensatory, punitive, liquidated or economic, including lost profits. The sole remedy available to the Parties shall be specific performance of this Agreement.
- f. **Waiver.** No waiver by the City or Developers of any term or condition of this Agreement shall be deemed to be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- g. **No Venture or Partnership.** No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making either the City or Developers joint venturers or partners of any kind.

- h. **Applicable Law/Severability.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the district court for Montrose County, Colorado. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application thereof to a particular situation shall be held invalid by a court of competent jurisdiction, such provision or application thereof shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or any other provision of this Agreement.
- i. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver of abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- j. **Term of Agreement.** The Parties' rights and obligations under this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of four years from and after the Effective Date.
- k. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. The Parties hereby acknowledge and agree that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this Agreement to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City's obligations to perform any obligations under this Agreement shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this Agreement.
- l. **Annexation or Zoning Challenged by Referendum or Judicially.** If the ordinance(s) annexing and/or zoning of the Project Annexation or any portion thereof be challenged by citizen initiative, referendum, or otherwise, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election or court proceeding. Should any such challenge result in the repeal (by the Council or at election) or invalidity of the annexation or 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, the annexation of the Property shall be null, void and of no effect, and the annexation ordinance and map shall not be filed with the Montrose County Clerk & Recorder pursuant to C.R.S. § 31-12-113(2). If the referendum challenge fails, the Developers and the City shall continue to be bound by all the terms and provision of this Agreement. In the event the annexation or any portion thereof is voided by final action of any court (such action not being associated with a referendum of initiative action), the City and the Developers shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be an agreement to annex to the City pursuant to C.R.S. 31-12-121, as amended. The Developers shall reapply

for annexation when the property becomes eligible for annexation as determined and requested by the City.

- m. **Further Assurances.** The Parties hereto agree to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY OF MONTROSE, COLORADO

By: _____
William Bell, City Manager

DEVELOPERS

By: _____
Dean McCall, President
Oregon Group, LLC

By: _____
Michael Brezinsky, Member
St. Joseph's Pinyon Properties, LLC

By: _____
Mary Christine Brezinsky, Member
St. Joseph's Pinyon Properties, LLC

By: _____
Bryce Lokey, Managing Member
BSG Penn Mall Properties, LLC

By: _____
Chris Polsley, Managing Member
Kaisen P, LLC

By: _____
Justin Tanner, President
Tanner Rentals, LLC

By: _____
Dean McCall, President
Oak Grove Investments, LLC

State of Colorado)
) ss.
County of Montrose)

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

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

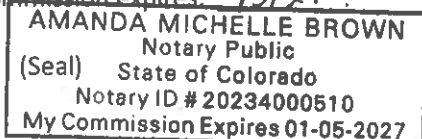
(Seal)

Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by Dean McCall, President of Oregon Group, LLC.

Witness my hand and official seal.
My commission expires: 1/5/27.





Notary

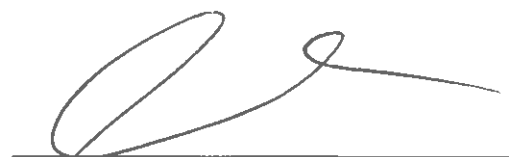
State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by Michael Brezinsky, Member of St. Joseph's Pinyon Properties, LLC.

Witness my hand and official seal.
My commission expires: 1/8/27.

(Seal)





Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by
Mary Christine Brezinsky, Member of St. Joseph's Pinyon Properties, LLC.

Witness my hand and official seal.

My commission expires: 4/6/27.

(Seal)

AMANDA MICHELLE BROWN
Notary Public
State of Colorado
Notary ID # 20234000510
My Commission Expires 01-05-2027



Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by
Bryce Lokey, Managing Member of BSG Penn Mall Properties, LLC.

Witness my hand and official seal.

My commission expires: 4/6/27.

(Seal)

AMANDA MICHELLE BROWN
Notary Public
State of Colorado
Notary ID # 20234000510
My Commission Expires 01-05-2027



Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by
Chris Polsley, Managing Member of Kaisen P, LLC.

Witness my hand and official seal.

My commission expires: 4/6/27.

(Seal)

AMANDA MICHELLE BROWN
Notary Public
State of Colorado
Notary ID # 20234000510
My Commission Expires 01-05-2027



Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by
Justin Tanner, President of Tanner Rentals, LLC.

Witness my hand and official seal.

My commission expires: 1/3/27.

(Seal)

AMANDA MICHELLE BROWN
Notary Public
State of Colorado
Notary ID # 20234000510
My Commission Expires 01-05-2027



Notary

State of CO)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 26 day of June, 2023, by
Dean McCall, President of Oak Grove Investments, LLC.

Witness my hand and official seal.

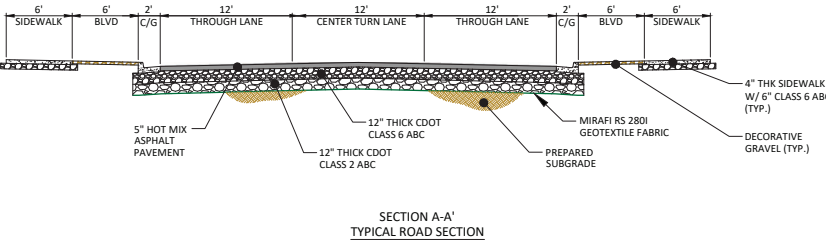
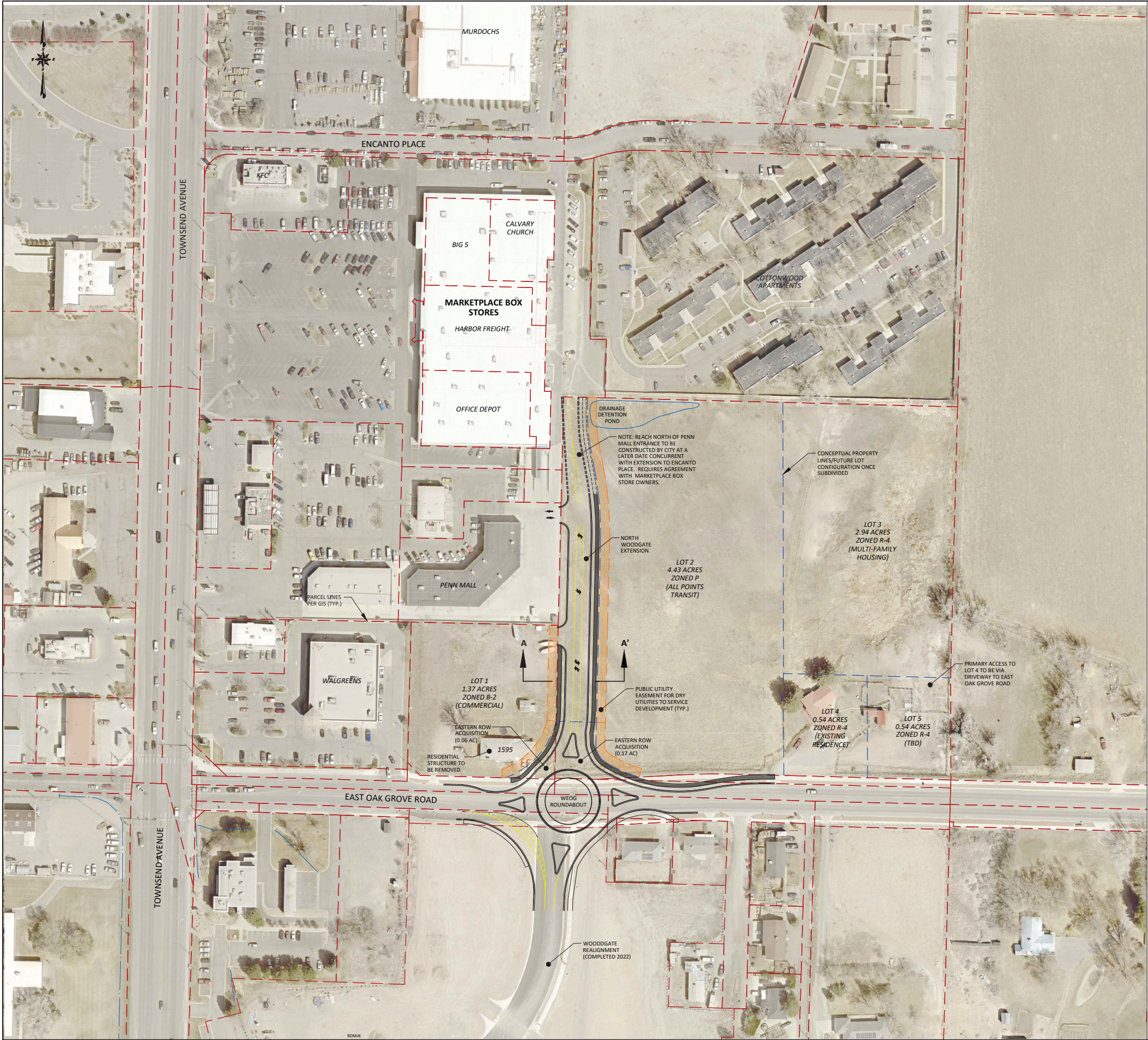
My commission expires: 1/3/27.

(Seal)

AMANDA MICHELLE BROWN
Notary Public
State of Colorado
Notary ID # 20234000510
My Commission Expires 01-05-2027



Notary





CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18, 2023
RE: Pallante Addition Annexation
ATTACHMENTS:

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

City Council Consideration:

City Council is considering setting a hearing date for the proposed Pallante Addition annexation application. A Resolution establishing the date, time, and place must be approved by City Council in accordance with the Annexation provisions of the Colorado Constitution and Colorado Revised Statutes. The hearing must not be held less than 30 days nor more than 60 days after the effective date of this resolution setting the hearing. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

June 19:	Council Work Session Overview
July 18:	Council Resolution to set a hearing date
July 26:	Planning Commission zoning hearing
September 5:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
September 19:	2nd reading of annexation and zoning ordinances



Application Background:

The Pallante Addition is a proposed annexation approximately 0.76 acres in size. The parcel is located along Juniper Road, across from the intersection with El Camino Real Road. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and the Menoken Water Service Area. Annexation of this property will allow for connection to City utilities. An Annexation Agreement is required.

Proposed Zoning: "MHR" Manufactured Housing Residential District

Applicant: Tara Pallante, Anthony Pallante, and Ava Pallante

Staff Analysis:

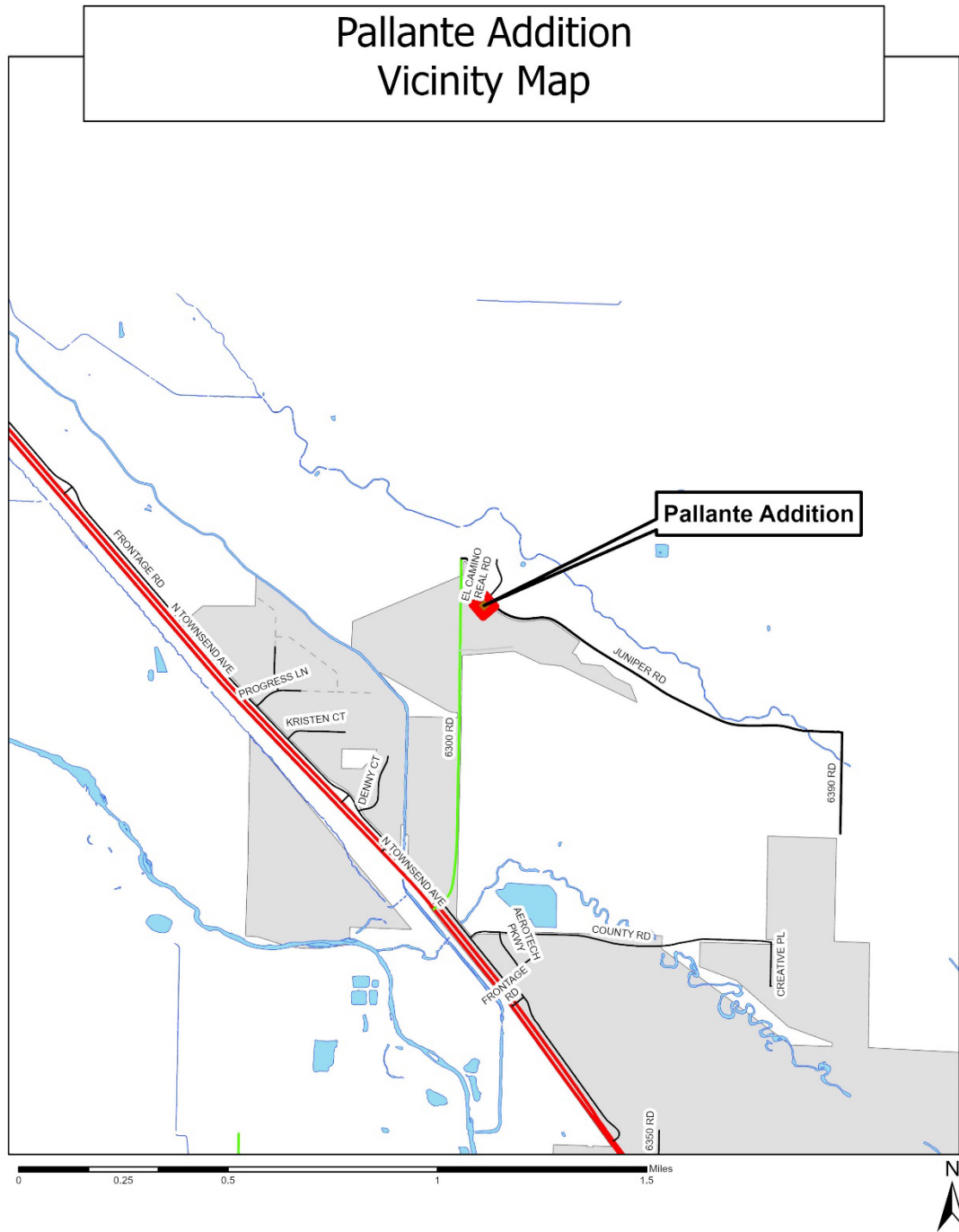
1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. An annexation agreement is required as a condition of this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 11-7-12 (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 11-7-5: The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for single-family conventional and mobile homes and is designed to allow a high density of single-family residences and related uses.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned "MHR" Manufactured Housing Residential District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Pallante Addition as Employment Center. This district is intended to encourage the development of planned light industrial, office, and business parks, as well as to identify locations for medium industrial uses such as manufacturing, warehousing and distributing, and indoor and outdoor storage. This district is also intended to accommodate secondary uses that complement and support the primary workplace uses, such as hotels, restaurants, convenience shopping, childcare, and housing.



5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
6. The “MHR” zoning does not appear to be adverse to the public health, safety and welfare.



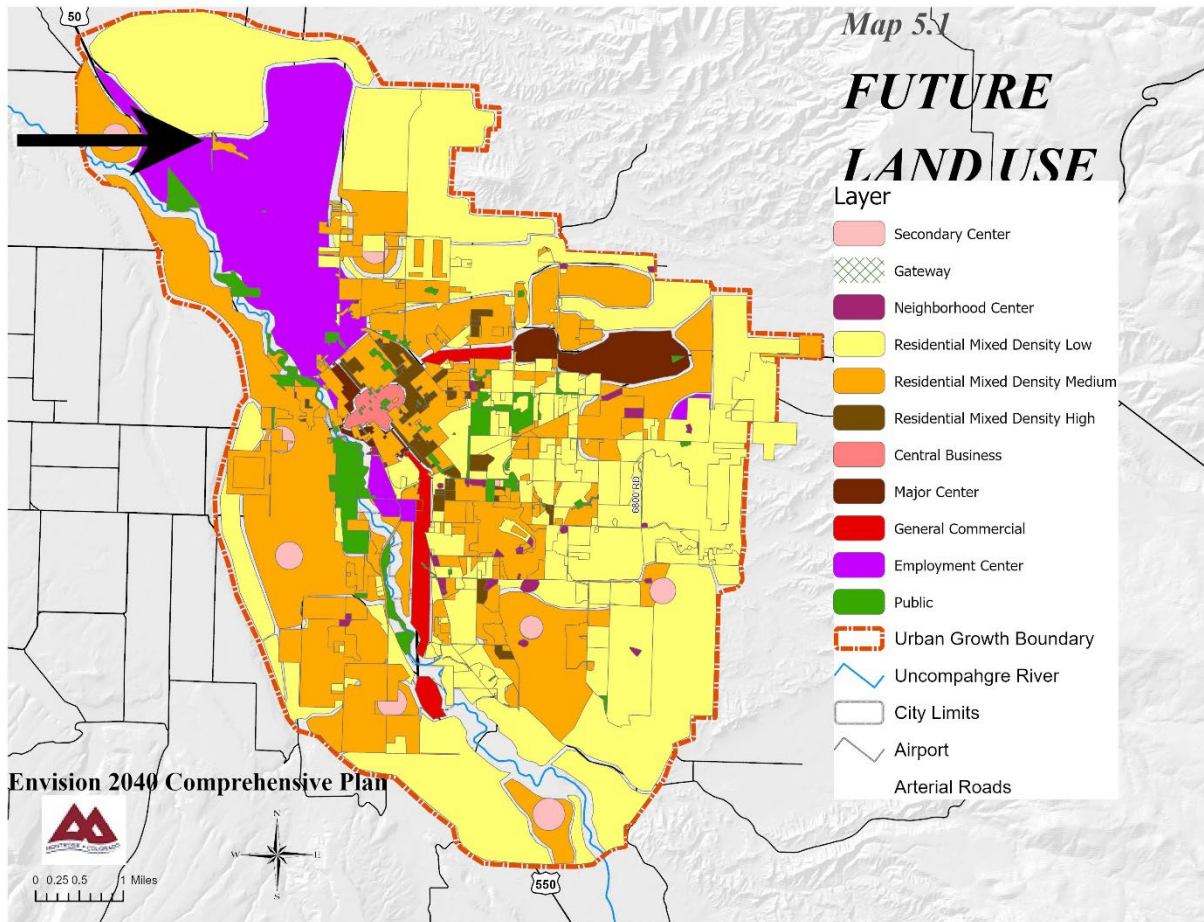
EXHIBIT A: Maps



Pallante Addition Annexation
Proposed Zoning: "MHR" Manufactured
Housing Residential



Comprehensive Plan Future Land Use Map



BUFF HARBOR LOT ADDITION
LOCATED IN THE SW¼ OF SECTION 8, TOWNSHIP 49 NORTH, RANGE 9
WEST, OF THE NEW MEXICO PRINCIPAL MERIDIAN,
COUNTY OF MONTROSE, STATE OF COLORADO

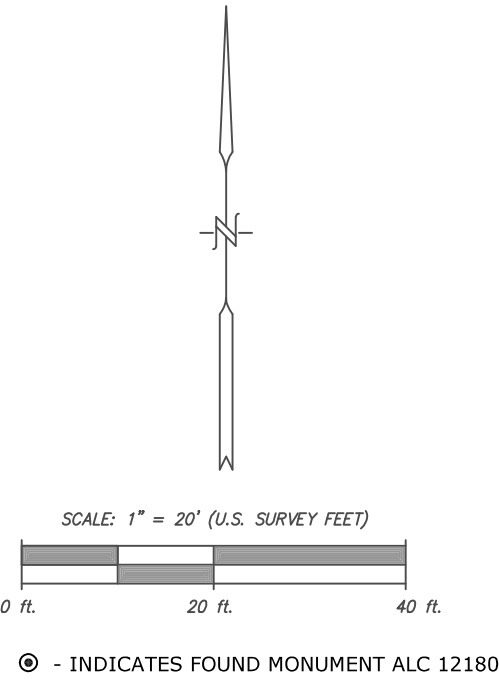
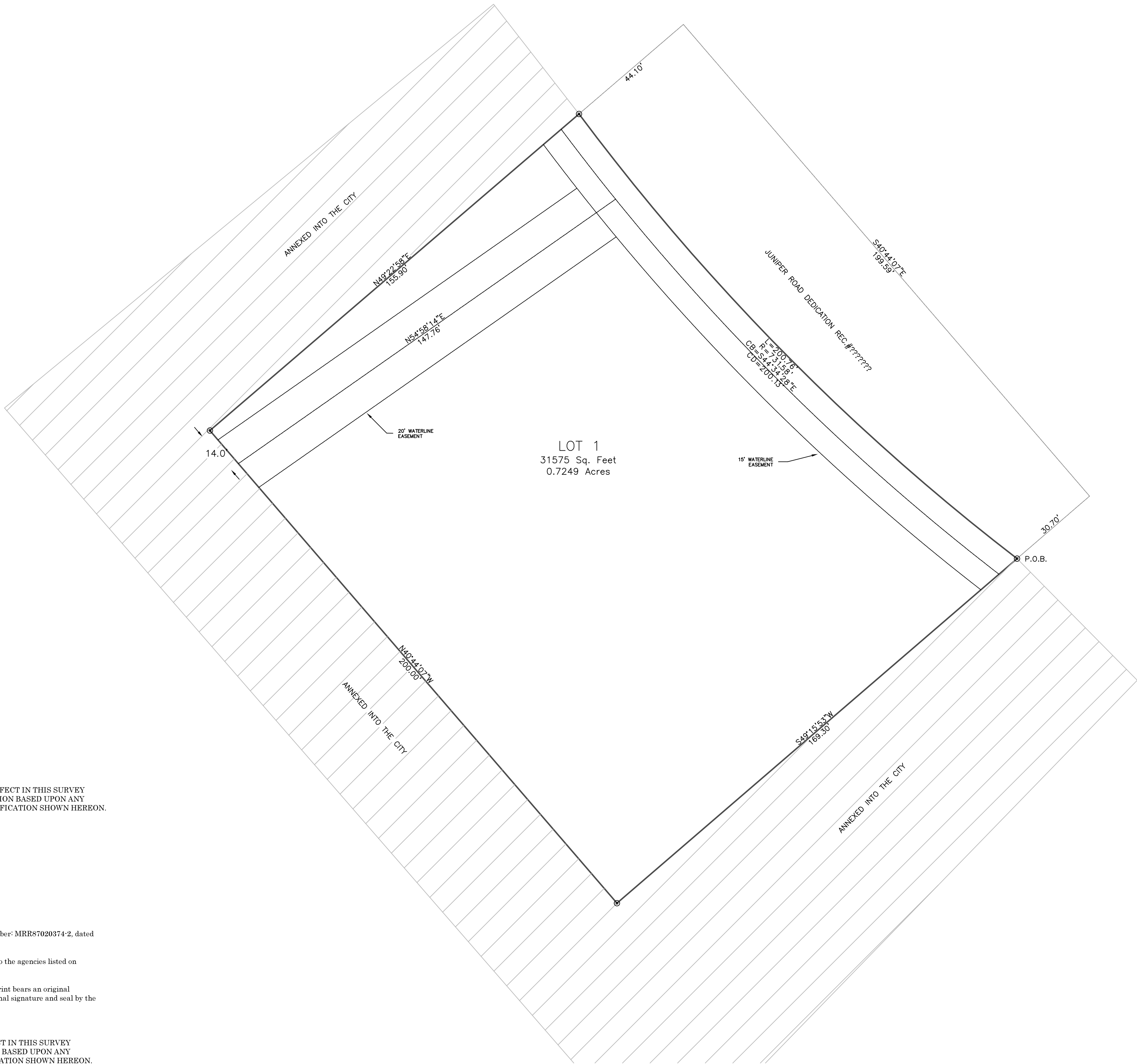
ANNEXATION DESCRIPTION

PART OF THE SW¼ OF SECTION 8, TOWNSHIP 49 NORTH, RANGE 9 WEST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWEST SIDE OF A COUNTY ROAD WHENCE THE SOUTHWEST CORNER OF SECTION 8 IN TOWNSHIP 49 NORTH, RANGE 9 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN BEARS SOUTH 16°13' WEST 1480 FEET; THENCE NORTH 42°15' WEST, 300 FEET ALONG THE SOUTHWEST SIDE OF SAID COUNTY ROAD; THENCE SOUTH 47°45' WEST, 200 FEET; THENCE SOUTH 42°15' EAST 200 FEET; THENCE NORTH 47°45' EAST 200 FEET MORE OR LESS TO THE POINT OF BEGINNING, COUNTY OF MONTROSE, STATE OF COLORADO; EXCEPTING THAT PART DEDICATED TO MONROSE COUNTY FOR ROAD RIGHT-OF-WAY ON THE LOMAS CASIAS SUBDDIVISION NO. 1, REC. NO. 426620.

VICINITY MAP



N.T.S.



Mayor's Certificate

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, Stat of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____ 2022, annexed the property hereon to the City of Montrose.

Mayor

Attest:
City Clerk

Recorder's Certificate

This plat was filed for record in the office of the Clerk and Recorder of Montrose County at _____ .m. on the _____ day of _____, 20____, Reception No .944092.

_____, by _____
County Clerk and Recorder Deputy

SURVEYOR'S CERTIFICATE

I, Steven A. Yelton, a Registered Land Surveyor in the State of Colorado, do hereby certify Buff Harbor Lot Addition Annexation map was prepared under my direct supervision.

STEVEN A. YELTON PLS. # 33645
DATE: 5-09-23

ROCKY MOUNTAIN SURVEYING, LLC
2816 PRIMROSE COURT
MONTROSE, COLORADO 81401
(970)964-6105

DATA FILE NAME: 2212
DRAWN BY: SY

CITY LIMITS

TOTAL PERIMETER = 725.96 FEET
PERIMETER CONTIGUS TO CITY LIMITS = 525.20 FEET

NOTICE 13-80-105 C.R.S. as amended:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

GENERAL NOTES

This survey was performed with the benefit of a title commitmentand by Land Title Guarantee Company, Order Number: MRR87020374-2, dated 12/28/2021 and does not constitute a title search by Steven A. Yelton or Rocky Mountain Surveying, LLC.

Surveyor's certifications hereon shall run only to the person(s) for whom this survey was prepared and on his behalf to the agencies listed on this/these sheet(s). Surveyor's certifications are not transferable to additional institutions or subsequent owners.

No guarantee as to the accuracy of the information contained within this plat is either stated or implied unless this print bears an original signature and seal of the Professional Land Surveyor hereon named. Only prints of this survey marked with an original signature and seal by the Surveyor named hereon shall be considered true, valid copies.

NOTICE 13-80-105 C.R.S. as amended:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Exhibit C: Zoning Code Excerpt

Sec. 11-7-6. District uses.

- (A) *Permitted uses.* Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.
- (B) *Conditional uses.* Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:
- (1) The use will not be contrary to the public health, safety, or welfare.
 - (2) The use is not materially adverse to the City's Comprehensive Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the district.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) Adequate off-street parking will be provided for the use.
 - (7) The location of curb cuts and access to the premises will not create traffic hazards.
 - (8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.
 - (9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.
- (C) *Principal uses.* The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one (1) principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.
- (D) *Accessory uses.* Accessory uses shall comply with all requirements for the principal use, except where specifically modified by this Chapter, and shall also comply with the following limitations:
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.



(E) *Temporary Use Permits.*

- (1) The City Manager or his designee may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a period of up to one year in accordance with this Subsection.
- (2) The temporary use permit may be issued by the City Manager only after it determines that unusual circumstances exist, not created by the applicant, such as damage, destruction or delay in construction of applicant's permanent premises, which results in significant hardship, and that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.
- (3) The City Manager or his designee shall hold such hearings concerning the application and provide such notice thereof as the circumstances merit in his opinion. The permit may be granted subject to conditions appropriate to ensure compliance with this Subsection.
- (4) *Temporary Construction or Sales Office.* A building within a subdivision may be utilized as a temporary construction or sales office for a period up to one year by the developer of that subdivision during the period of the construction and initial sales respectively of the building and improvements within the area encompassed by the preliminary plat for each subdivision. The City Manager may authorize additional one-year periods for use as a construction office if construction is continuing in the area after the preceding year, or as a sales office if not all of the houses in the area have been sold during the year preceding.

(F) *Uses Not Listed.*

- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
- (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
 - (a) The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
 - (b) The City Council shall consider the appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.
 - (c) The City Council shall approve or deny the appeal.
 - (d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.



(G) Schedule of Residential Zone District Uses.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
COMMERCIAL USES										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches, excluding commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.	P									
Rental storage units with a maximum rental unit size of 200 square feet.										C
Short-term rentals	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL USES										
Assisted living facilities					C	C	C		C	C
Childcare facilities	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	C	C	C	C	P	P	P	C	C	P
Schools	C	C	C	C	C	C	C	C	C	C
RECREATIONAL USES										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P		P	P	P	P	P
RESIDENTIAL USES										
Duplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P



Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Group homes - handicapped/disabled > 9 persons (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured housing				¹				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile home parks (See Sec. 11-13)										P
Modular housing								P	P	P
Multi-family dwelling					C	P	P		C	
Single-family dwelling	P	P	P	P	P	P	P	P	P	P
UTILITIES AND TELECOMMUNICATION FACILITIES										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
OTHER USES										
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))		T	T	T	T	T	T	T	T	T

¹ Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Legend: Zoning Districts RL: Rural Living R-1: Very Low Density R-1A: Large Estate R-1B: Small Estate R-2: Low Density R-3: Medium Density R-3A: Medium High Density R-4: High Density R-5: Low Density/Manufacture Housing R-6: Medium Density/Manufacture Housing MHR: Manufactured Housing Residential				Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						



(H) Schedule of Mixed Use, Commercial and Industrial Zone District Uses.

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
Commercial uses other than the uses by right in this zone district which comply with the performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5 (D) (1).								C	
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a) All fuel storage, except propane, shall be located underground. (b) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C		
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P								
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								
Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied				C	C	C			
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
INDUSTRIAL USES									
Above ground storage facilities for hazardous fuels						P			P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities						P			P
Feed storage and sales establishments						P			P
Manufacturing and non-manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
INSTITUTIONAL USES									
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, “daytime” shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. “Night” shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			
Museums and visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
RECREATIONAL USES									
Golf courses		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facilities		P							
RESIDENTIAL USES									



Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Duplex	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Multifamily dwelling	C	C	P	P	P	P	P	P	P
Single-family dwelling	P	C	P	P	P	P	P	P	P
Supportive housing	C					C		C	
UTILITIES AND TELECOMMUNICATION FACILITIES									
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
OTHER USES									
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T		T	T	T	T	T	T	T

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Legend: Zoning District OR: Office-Residential P: Public B-1: Central Business B-2: Highway Commercial B-2A: Regional Commercial B-3: General Commercial B-4: Neighborhood Shopping I-1: Light Industrial I-2: General Industrial			Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						



RESOLUTION NO. 2023-11

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

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the **Dry Cedar Creek II Addition** based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on July 18, 2023.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. §§ 31-12-104, 105 have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.
 - C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. § 31-12-105.
 - G. The entire width of any streets to be annexed are included within the annexation.
 - H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2).

3. The City Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. § 31-12-108.
6. An Annexation Impact Report is not required.

CONCLUSIONS

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

ADOPTED this 18th day of July, 2023, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By _____
Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18, 2023
RE: Dry Cedar Creek II Addition Annexation
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.

Application Background:

The Dry Cedar Creek II Addition is a proposed annexation approximately 5.06 acres in size. The parcel is located along Ogden Road, southeast of its intersection with Kellie Drive. It is within the City's Urban Growth Boundary, City of Montrose Sewer Service Area, and City of Montrose Water Service Area. Annexation of this property will allow for connection to City utilities. An Annexation Agreement is required.

Proposed Zoning: "R-3A" Medium High Density District

Applicant: RealAmerica, LLC

Proposed schedule:

May 15:	Council Work Session Overview
June 6:	Council Resolution to set a hearing date
June 28:	Planning Commission zoning hearing



July 18: City Council Annexation hearing, 1st reading of annexation ordinance,
and 1st reading of zoning ordinance
August 1: 2nd reading of annexation and zoning ordinances

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, 11-7-12(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 11-7-5(A)(6): The "R-3A" Medium High Density District is intended to provide an area which is suitable for single-family homes, duplexes and multifamily residences with intermediate overall density. This district provides for other uses which are compatible with such residential uses
 - 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-2" Low Density District, "R-3A" Medium High Density District, and properties outside of City limits.
4. The Comprehensive Plan Future Land Use Map designates the area of the Dry Cedar Creek II Addition as Residential Mixed Density Low. The Residential Mixed Density Low District provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City.
 - a. Goal LU (Land Use) 5: Infill & Redevelopment: Promote higher density infill and redevelopment of underutilized sites and support development in areas that can be easily accessed by foot, bike, and/or public transit.
 - b. Goal HN (Housing & Neighborhoods)-1: Housing Variety. Encourage a variety of housing types, tenure, and density to meet the needs of the community.



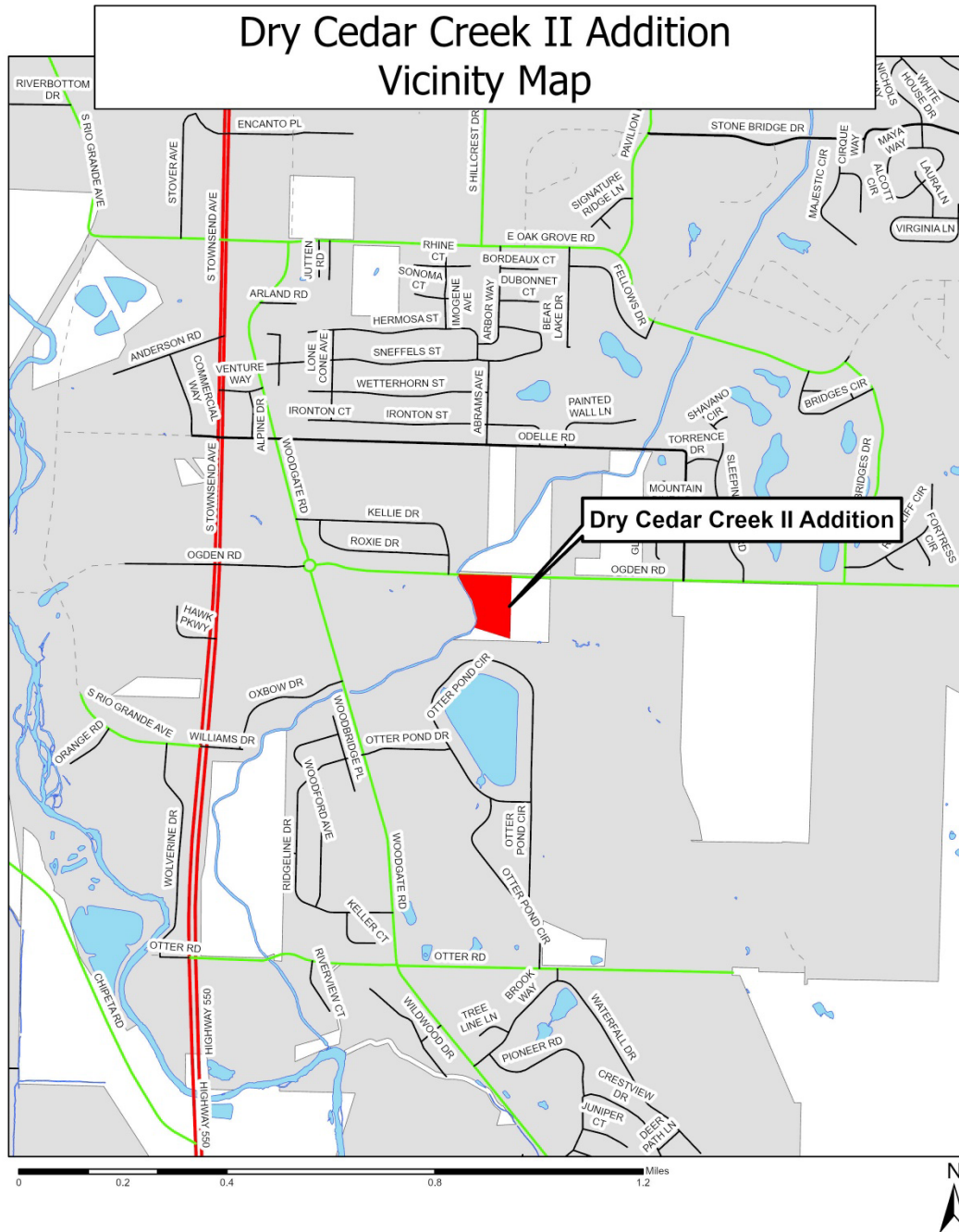
- i. Objective 1.1 Promote a mix of residential housing types including single-family homes on a variety of lot sizes, multi-family housing, townhomes, apartments, senior housing, and transitional housing.
 - ii. Objective 1.2 Encourage a variety of housing densities (low, medium, high) throughout the community, including mixed-density neighborhoods.
 - c. Goal HN-2: Affordable Housing. Increase access to affordable housing.
 - i. Objective 2.1 Encourage a mix of housing price ranges, thereby providing choices for residents of all incomes and ages.
- 5. The property is located within Growth Area 1. According to the Comprehensive Plan, Growth Area 1 represents the most cost-efficient areas for the city to grow and comprises platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves.
- 6. The “R-3A” zoning does not appear to be adverse to the public health, safety and welfare.
- 7. Planning Commission made a unanimous recommendation to approve the “R-3A” zoning designation.

Staff Recommendation:

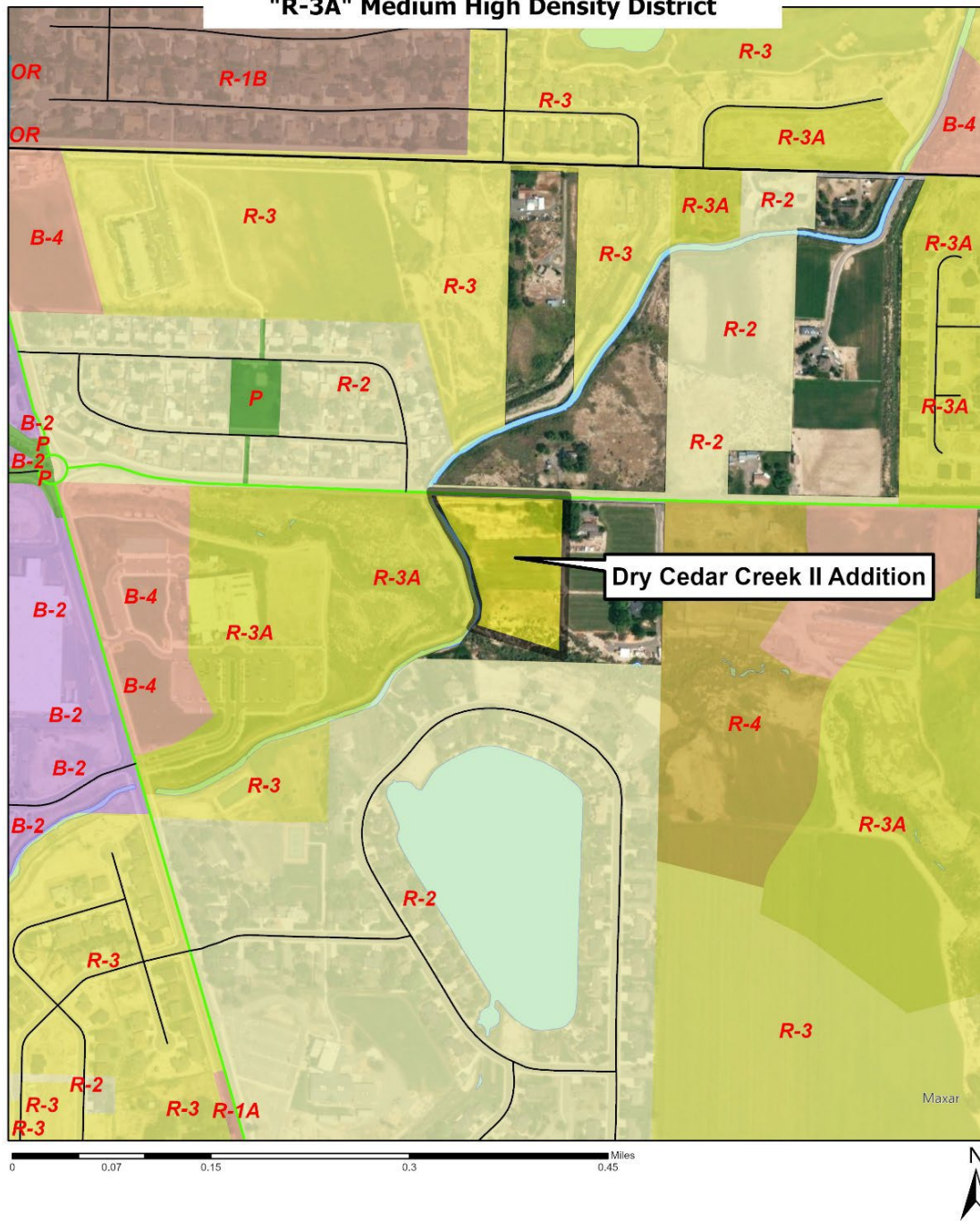
Staff recommends approval of the annexation and “R-3A” Medium High Density District designation.



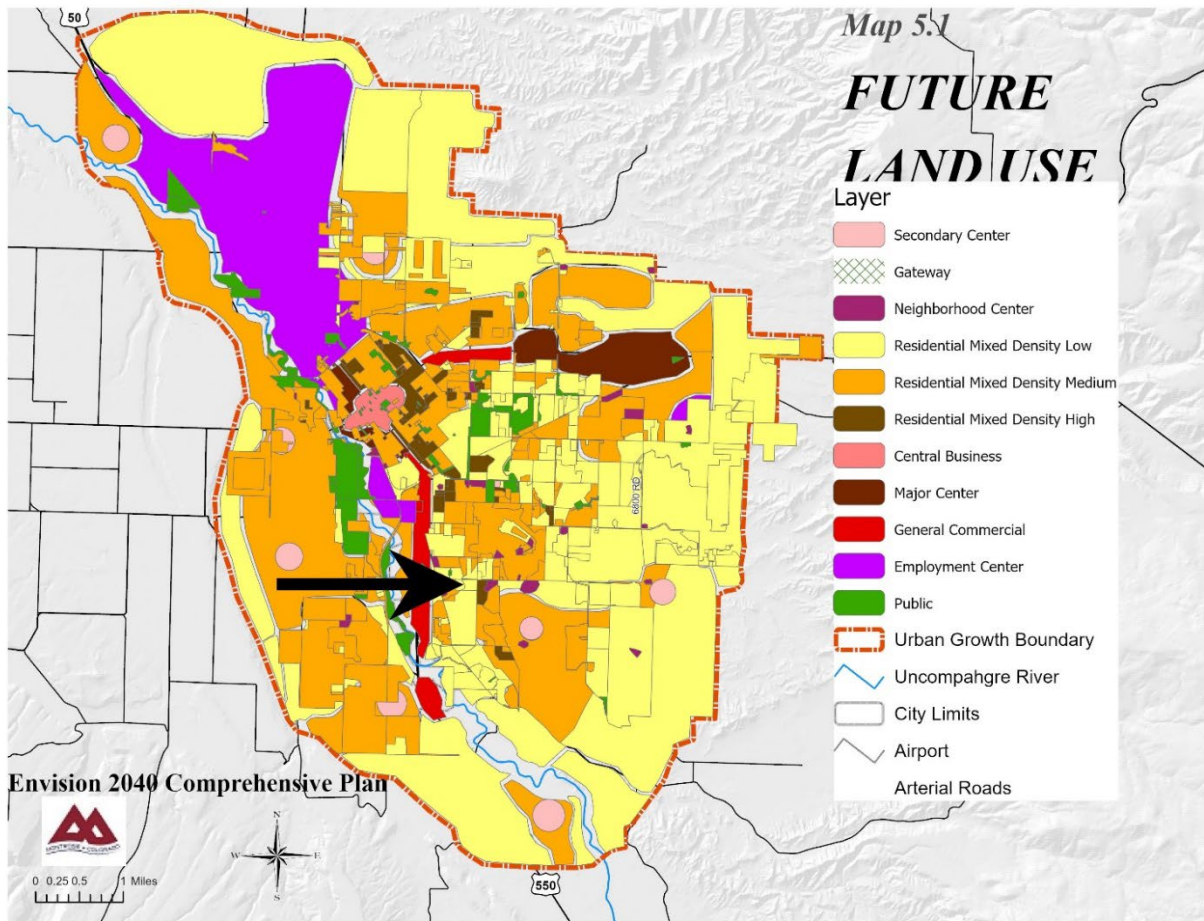
EXHIBIT A: Maps



**Proposed Dry Cedar Creek II Addition Zoning
"R-3A" Medium High Density District**



Comprehensive Plan Future Land Use Map



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



SOUTHEAST NO. 1 ADDITION
RECEPTION NO. 628093

S82°34'15"E 406.48'

YOCUM ADDITION
RECEPTION NO. 695395

500°00'23"E 587.74'



JOB NO.:

Page 58 of 119

CHAPTER 11-7. ZONING REGULATIONS

Sec. 11-7-1. General provisions.

- (A) This Chapter, as amended from time to time, and the March 2016 Revised Zoning Map of the City, as amended from time to time, may be cited as the City's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare of the present and future inhabitants of Montrose, as described at Section 11-1-4 of this Title.
- (C) The City hereby declares that the regulation and development of land, including regulation by these Zoning Regulations, is exclusively a matter of local and municipal concern, and any provisions of any Statute or regulation of the state in conflict with the provisions of these Zoning Regulations, or any limitation imposed by any Statute or regulation of the state otherwise applicable are hereby superseded; provided, however, the City shall retain all powers authorized by state law with respect to land development regulations and zoning even though not specified within this Chapter, and such powers may be exercised in any lawful manner free from any limitations imposed by State Statute or regulation.
- (D) No business or use involving the sale or distribution of products or services, or the pursuit of activities, whether for profit or not for profit, which is in contravention of any federal, state or local law or regulation, shall be considered a use by right, a conditional use, or a lawful nonconforming use under this Chapter, in any zoning district within the City limits.

Sec. 11-7-2. Official Zoning Map.

- (A) The March, 2016 Revised Zoning Map of the City, as such may be amended from time to time, may be known or cited as the Official Zoning Map of the City.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the City Clerk's office available for public inspection. The City Manager may cause technical corrections to the Official Zoning Map to be made without any requirement that they first be approved by ordinance, provided such corrections simply implement the terms of previously-approved rezoning ordinances and are consistent with the zone district boundary rules of interpretation in Section 11-7-3.

Sec. 11-7-3. Zone district boundaries.

The regulations for the various residential, mixed use, commercial and industrial districts provided for in this Chapter shall apply within the boundaries of each such district as indicated on the Official Zoning Map. In establishing the boundaries of the zoning districts shown on the Official Zoning Map, the following rules shall apply:

-
- (1) General rules of interpretation. For unsubdivided property or where a zoning boundary divides a property, or if the zoning boundaries cannot otherwise be determined, the boundaries on the Official Zoning Map shall be based upon the individual zoning or rezoning map approved for the property.
 - (2) Lot or block lines. Where no rights-of-way exist and the zoning boundaries are indicated as approximately following lot, tract, block or subdivision boundary lines, such limits shall be considered as the zoning district boundaries.
 - (3) Rights-of-way. Unless otherwise indicated, the zoning district boundaries are the centerlines of streets, alleys, waterways, and railroad rights-of-way. The area within any of the rights-of-way is not granted any of the use rights associated with the overlying or adjacent zoning district(s).
 - (4) Vacated rights-of-way. Whenever a public street, alley or other right-of-way has been vacated, the zoning district adjoining each side of the right-of-way shall be extended to include the portion of the vacated street, alley, or other right-of-way adjacent to such adjoining property.
 - (5) City boundaries. Boundaries indicated as approximately following the City limits shall be considered as following the City limits.
 - (6) Other boundaries. Boundaries indicated as approximately parallel to or extensions of centerlines, lot, or tract lines, City limits, or similar geographic lines shall be considered as the boundaries when no or other reliable documentation is available.
 - (7) Map discrepancies. Should an actual street layout or stream course vary from that shown on the map or any other uncertainty remain as to the location of a zoning district boundary, the City Manager shall interpret the map based on the best information available and according to the intent of this title and any other applicable provisions of the Municipal Code.
 - (8) Boundary disputes. Disputes concerning the exact location of any zoning district boundary line shall be decided by the Planning Commission.

Sec. 11-7-4. Zoning annexed land.

All annexed land shall be zoned within 90 days of annexation following the procedure for rezoning at Section 11-7-12. Zoning of property proposed for annexation may be processed simultaneously with the petition for annexation, provided no ordinance zoning such property may be finally adopted prior to final adoption of an ordinance or ordinances annexing such property.

Sec. 11-7-5. Districts established.

- (A) The residential districts described below are established to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences.

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- (1) The "RL" Rural Living District is intended to provide for farms, ranches, and clustered development with open space, and is designed to dovetail with allowed County residential densities.
 - (2) The "R-1" Very Low Density District is intended to provide for large lot rural residential development with a maximum density of one dwelling unit per acre.
 - (3) The "R-1A" Large Estate District and "R-1B" Small Estate District are intended to provide for large single-family residential lots within a semi-rural environment.
 - (4) The "R-2" Low Density District is intended to provide for development of single-family residences, along with certain other compatible land uses.
 - (5) The "R-3" Medium Density District is intended to provide for an area which is suitable for both single-family homes and duplexes, along with certain other compatible land uses.
 - (6) The "R-3A" Medium High Density District is intended to provide for an area which is suitable for single-family homes, duplexes and multifamily residences, along with certain other compatible land uses.
 - (7) The "R-4" High Density District is intended to provide for high density multiple-family residences and to allow variety in housing types.
 - (8) The "R-5" Low Density/Manufactured Housing District is intended to provide for low density development of single-family manufactured homes, along with certain other compatible land uses.
 - (9) The "R-6" Medium Density/Manufactured Housing District is intended to provide for medium-density development for single-family and duplex manufactured homes, along with certain other compatible land uses.
 - (10) The "MHR" Manufactured Housing Residential District is intended to provide a suitable environment for mobile homes, along with certain other compatible land uses.
- (B) The mixed-use district described below is established to promote stability in areas in transition; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land.
- (1) The "OR" Office-Residential District is intended to provide for a mix of offices and residences in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.
- (C) The commercial districts described below are established to provide a location for convenient exchange of goods and services in a reasonable and orderly manner.
- (1) The "P" Public District is intended to provide for uses and services of a public, nonprofit, or charitable nature.
 - (2) The "B-1" Central Business District is intended to reflect the character of the original Downtown while allowing additional uses that will strengthen and expand the core of the City.
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- (3) The "B-2" Highway Commercial District is intended to provide for businesses oriented toward serving the motoring public, encouraging the convenient exchange of goods and services along the major thoroughfares of the City.
 - (4) "B-2A" Regional Commercial District is intended to provide for a full spectrum of goods and service uses along the major thoroughfares of the City.
 - (5) The "B-3" General Commercial District is intended to provide for a large variety of goods and services including outdoor storage areas and a limited group of commercial/industrial uses.
 - (6) The "B-4" Neighborhood Shopping District is intended to provide for small scale retail shopping and services convenient to residential neighborhoods.
 - (D) The industrial districts described below are established to provide for normal manufacturing activities and related uses.
 - (1) The "I-1" Light Industrial District is intended to provide for a limited group of research and manufacturing uses promoting the creation and maintenance of an employment center which will serve the mutual interests of the community as a whole.
 - (2) The "I-2" General Industrial District is intended to provide for most industrial and manufacturing uses, subject to performance standards.
 - (E) Dimensional requirements are set out in Section 11-7-7.

Sec. 11-7-6. District uses.

- (A) *Permitted uses.* Those uses designated as permitted uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) are allowed as a matter of right subject to approval of a site development plan per Section 11-8-1 of this Title.
- (B) *Conditional uses.* Uses listed as conditional uses on the schedule of uses in Subsections 11-7-6 (G) and 11-7-6 (H) shall be allowed only if the Planning Commission determines, following review pursuant to Chapter 11-4 of this Title, that the following criteria are substantially met with respect to the type of use and its dimensions:
 - (1) The use will not be contrary to the public health, safety, or welfare.
 - (2) The use is not materially adverse to the City's Comprehensive Plan.
 - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
 - (4) The use is compatible with existing uses in the area and other allowed uses in the district.
 - (5) The use will not have an adverse effect upon other property values.
 - (6) Adequate off-street parking will be provided for the use.
 - (7) The location of curb cuts and access to the premises will not create traffic hazards.
 - (8) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property.

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- (9) Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood.
- (C) *Principal uses.* The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one (1) principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.
- (D) *Accessory uses.* Accessory uses shall comply with all requirements for the principal use, except where specifically modified by this Chapter, and shall also comply with the following limitations:
- (1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.
 - (2) An accessory use shall be operated and maintained under the same ownership as the permitted use.
 - (3) An accessory use shall be located on the same lot as a principal use.
- (E) *Temporary Use Permits.*
- (1) The City Manager or his designee may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such a district for a period of up to one year in accordance with this Subsection.
 - (2) The temporary use permit may be issued by the City Manager only after it determines that unusual circumstances exist, not created by the applicant, such as damage, destruction or delay in construction of applicant's permanent premises, which results in significant hardship, and that the temporary use will not unreasonably interfere with the use of other property, or result in any permanent adverse effects to other property, or create a safety or health hazard.
 - (3) The City Manager or his designee shall hold such hearings concerning the application and provide such notice thereof as the circumstances merit in his opinion. The permit may be granted subject to conditions appropriate to ensure compliance with this Subsection.
 - (4) *Temporary Construction or Sales Office.* A building within a subdivision may be utilized as a temporary construction or sales office for a period up to one year by the developer of that subdivision during the period of the construction and initial sales respectively of the building and improvements within the area encompassed by the preliminary plat for each subdivision. The City Manager may authorize additional one-year periods for use as a construction office if construction is continuing in the area after the preceding year, or as a sales office if not all of the houses in the area have been sold during the year preceding.
- (F) *Uses Not Listed.*
- (1) Uses not listed in a zone district are prohibited except that such uses may be approved by the City Manager provided such uses are found to be similar to a permitted use.
 - (2) Any person aggrieved by a decision of the City Manager pursuant to this Subsection may appeal that decision to the City Council under the following procedure:
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- (a) The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
 - (b) The City Council shall consider the appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.
 - (c) The City Council shall approve or deny the appeal.
 - (d) The decision of the City Council shall be the final decision of the City on the matter, appealable only to the district court.

(G) Schedule of Residential Zone District Uses.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
COMMERCIAL USES										
Bed and breakfast (See Sec. 11-11-1)					C		C		C	
Farms and ranches, excluding commercial greenhouses, and commercial feedlots, fur farms, fish farms, poultry houses, hog farms, dairies and similar operations with a high density of animals.	P									
Rental storage units with a maximum rental unit size of 200 square feet.										C
Short-term rentals	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL USES										
Assisted living facilities					C	C	C		C	C
Childcare facilities	C	C	C	C	C	C	C	C	C	C
Family childcare home	P	P	P	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P	P
Religious assembly	C	C	C	C	P	P	P	C	C	P
Schools	C	C	C	C	C	C	C	C	C	C
RECREATIONAL USES										
Golf courses	P									
Parks, open space and recreation facilities	P	P	P	P		P	P	P	P	P
RESIDENTIAL USES										
Duplex					P	P	P		P	
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P	P	P	P	P	P	P	P	P	P
Group homes - handicapped/disabled > 9 persons (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C
Group homes, other (see Sec. 11-11-2)	C	C	C	C	C	C	C	C	C	C

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Home occupation (See Sec. 11-11-3)	A	A	A	A	A	A	A	A	A	A
Manufactured housing				¹				P	P	P
Mobile homes (See Sec. 11-13)										P
Mobile home parks (See Sec. 11-13)										P
Modular housing								P	P	P
Multi-family dwelling					C	P	P		C	
Single-family dwelling	P	P	P	P	P	P	P	P	P	P
UTILITIES AND TELECOMMUNICATION FACILITIES										
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C	C
OTHER USES										
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7- 6 (E)(4))	T	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11- 13-6 (2))		T	T	T	T	T	T	T	T	T

¹ Manufactured housing is prohibited except for the following subdivision which was under development on July 1, 1998: Rainbow Meadows Subdivision.

Land Use	RL	R-1	R-1A/B	R-2	R-3	R-3A	R-4	R-5	R-6	MHR
Legend: Zoning Districts RL: Rural Living R-1: Very Low Density R-1A: Large Estate R-1B: Small Estate R-2: Low Density R-3: Medium Density R-3A: Medium High Density R-4: High Density R-5: Low Density/Manufacture Housing R-6: Medium Density/Manufacture Housing MHR: Manufactured Housing Residential				Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

(H) Schedule of Mixed Use, Commercial and Industrial Zone District Uses.

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
COMMERCIAL USES									
Automobile and vehicle sales, repair or service establishments			C	C	P	P			
Automobile body shops			C	C	P	P			
Bed and breakfast (See Sec. 11-11-1)	P								
Building materials businesses			C	P	P	P			
Car washes				P	P	P	C		
Commercial businesses		C							
Commercial uses other than the uses by right in this zone district which comply with the performance standards of Chapter 11-11-4 and are consistent with Sec. 11-7-5 (D) (1).								C	
Farm implement sales or service establishments					P	P			
Fueling stations or other retail uses having fuel pumps which comply with the following criteria: (a) All fuel storage, except propane, shall be located underground. (b) All fuel pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.			P	P	P	P	C		
Funeral homes			C	C	C	C			
Hotels and motels			P	P	P	P			
Laundry facilities, self-service				P	P	P	P		
Mobile and travel home sales or service establishments					P	P			
Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.	P								

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Offices not allowed as a use by right.	C								
Travel home parks and campgrounds (See Sec. 11-13)				C	C	C			
Rental businesses					P	P			
Restaurants			P	P	P	P	P		P
Restaurants, drive-in or drive-through			C	C	C	C	C		
Retail sales and services establishments which cater to the general shopping public	C								
Retail stores, business and professional offices, and service establishments which cater to the general shopping public.			P	P	P	P	P		P
Retail stores, business and service establishments serving the general public but which also involve limited manufacturing of the products supplied				C	C	C			
Sexually oriented business (See Sec. 11-12-1)									P
Short-term rentals	P		P	P	P	P	P	P	P
Taverns			P	P	P	P	C		
Theaters			P	P	P	P			
Veterinary clinics or hospitals for small animals				P	P	P			
Veterinary clinics or hospitals for large animals					P	P			
INDUSTRIAL USES									
Above ground storage facilities for hazardous fuels						P			P
Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.								P	P
Construction and contractor's office and equipment storage facilities						P			P
Feed storage and sales establishments						P			P

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Manufacturing and non-manufacturing uses including: food processing; metal finishing and fabrication; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities. (See Sec. 11-11-4)					C	C		P	P
Other industrial uses									P
Storage facilities, indoor			C	P	P	P	C		P
Storage facilities, outdoor					C	P		P	P
Warehouse and wholesale distribution operations			C	C	C	C		P	P
INSTITUTIONAL USES									
Airport								P	P
Assisted living facilities	C			P	P	P			
Childcare facilities	P	C	P	P	P	P	P	P	P
College or other place of adult education			P	P	P	P			
Daytime social service activities by a social service provider, to include food storage; food distribution without monetary remuneration as a food pantry and/or food service without monetary remuneration as a soup kitchen; laundry facilities not for profit; showers; and counseling to include alcohol and/or substance abuse counseling. This use by right expressly excludes the overnight sheltering of people. For the purposes of this use by right authorization, "daytime" shall mean from 6:00 a.m. to 6:00 p.m. Mountain Standard Time. "Night" shall mean from 6:00 p.m. to 6:00 a.m. Mountain Standard Time.			P	P	P	P			
Family child care home	P	C	P	P	P	P	P	P	P
Government buildings and facilities	P	P	P	P	P	P	P	P	P
Hospitals	P								
Libraries		P	P	P	P	P			

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Museums and visitor centers		P	P	P	P	P			
Parking facilities	P	P	P	P	P	P			
Private and fraternal clubs			P	P	P	P	C		
Public transportation facilities			P	P	P	P			
Religious assembly	P	P	P	P	P	P	P		
Schools	C	P	C	C	C	C	C		
RECREATIONAL USES									
Golf courses		C							
Parks, open space and recreation facilities	P	P	P	P	P	P	P	P	P
Private recreation facilities		P							
RESIDENTIAL USES									
Duplex	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled 8 persons or less (see Sec. 11-11-2)	P		P	P	P	P	P	P	P
Group homes - handicapped/disabled > 8 persons (see Sec. 11-11-2)	C		C	C	C	C	C	C	C
Group homes, other (See Sec. 11-11-2)	C		C	C	C	C	C	C	C
Home occupation (See Sec. 11-11-3)	A		A	A	A	A	A	A	A
Multifamily dwelling	C	C	P	P	P	P	P	P	P
Single-family dwelling	P	C	P	P	P	P	P	P	P
Supportive housing	C					C		C	
UTILITIES AND TELECOMMUNICATION FACILITIES									
Antennas (See Sec. 11-14-6)	C	C	C	C	C	C	C	C	C
Public utility service facilities	P	P	P	P	P	P	P	P	P
Towers (See Sec. 11-14-5)	C	C	C	C	C	C	C	C	C
OTHER USES									
Accessory uses (See Sec. 11-7-6 (D))	A	A	A	A	A	A	A	A	A
Temporary use (See Sec. 11-7-6 (E) (1-3))	T	T	T	T	T	T	T	T	T
Temporary Construction or Sales Office (See Sec. 11-7-6 (E)(4))	T	T	T	T	T	T	T	T	T
Travel home (See Sec. 11-13-6 (2))	T		T	T	T	T	T	T	T

Land Use	OR	P	B-1	B-2	B-2A	B-3	B-4	I-1	I-2
Legend: Zoning District OR: Office-Residential P: Public B-1: Central Business B-2: Highway Commercial B-2A: Regional Commercial B-3: General Commercial B-4: Neighborhood Shopping I-1: Light Industrial I-2: General Industrial			Legend: Use Type P: Permitted Use C: Conditional Use A: Accessory Use T: Temporary Use Note: Any uses not listed in a zone district are prohibited – see Sec. 11-7-6 (F)(1).						

Sec. 11-7-7. District standards.

(A) Tabulated requirements for uses by right are as follows (all dimensions in feet or square feet unless otherwise noted):

District	Use	Minimum Lot			Minimum Setbacks				Maximum Building Height
		Width at Building Line	Depth	Size	Front	Rear	Side	Corner Lot	
RL	All	100	150	²	25	20	10	20	35
R-1	All	100	150	1 acre	25	20	10	20	35
R-1A	All	100	150	½ acre	25	20	10	20	35
R-1B	All	100	150	⅓ acre	25	20	10	20	35
R-2	All	N/A	N/A	7,500	25	20	6	20	35
R-3	Single-family	N/A	N/A	6,250	15	25	5	15	35
	All others	N/A	N/A	9,375	15	25	5	15	35
R-3A	Single-family	N/A	N/A	6,250	15	25	5	15	35
	Duplex	N/A	N/A	9375	15	25	5	15	35
	All others	N/A	N/A	Larger of 9,375 or 2,900/unit	15	20	10	15	35
R-4	Single-family	N/A	N/A	6,250	15	25	5	15	35
	Duplex	N/A	N/A	9,375	15	25	5	15	35
	All others	N/A	N/A	Larger of 9,375 or 2,300/unit	15	20	10	15	35
R-5	All	100	120	12,000	25	20	10	20	35
R-6	Single-family	N/A	N/A	7,500	25	20	6	20	35
	All others	N/A	N/A	9,375	25	20	6	20	35
MHR	All except MH Parks ³	N/A	N/A	3,125	5	10	10	10	35
OR	Single-family	50	100	6,250	15	15	5	15	35
	Duplexes	50	100	6,250	15	15	5	15	35
	All Others	50	100	6,250	15	15	5	15	35
B-1	No Req	No Req.	No Req.	No Req., except for fueling stations	No Req.	No Req.	No Req.	No Req.	No Req.

² A minimum lot size shall be determined as a condition of initial zoning of property as "RL." Such lot size shall be designed to limit overall residential units per acre to no more than allowed by Montrose County in comparable areas in the County where sewer is available, and to implement the City Comprehensive Plan as feasible while remaining economically competitive with allowed County densities.

³ Dimensional requirements for mobile home parks are controlled by Chapter 11-13-5 of this Title.

B-2	All ⁴	50	100	N/A	15	N/A	N/A	15	N/A
B-2A	All	50	100	N/A	25	N/A	N/A	25	35
B-3	All	50	100	N/A	25	N/A	N/A	25	35
B-4	All	N/A	N/A	N/A	25	N/A	N/A	25	35
I-1	All	N/A	N/A	½ acre	25	N/A	N/A	25	N/A
I-2	All	N/A	N/A	½ acre	25	N/A	N/A	25	N/A
All Zones Except I-1, I-2	Renewable Energy Facilities	N/A	N/A	N/A	25	25	10	25	35
I-1, I-2	Renewable Energy Facilities	N/A	N/A	N/A	25	25	10	25	N/A

- (B) Proper dimensional requirements for conditional uses shall be determined in accordance with this Section and Section 11-7-6 (B), provided that as a general rule, they shall be no less strict than the dimensional requirements specified for permitted uses in the district concerned or as specified for the use concerned in a zone in which it is a permitted use. Provided, further, that the following minimum lot sizes shall apply to duplexes and multifamily residences when allowed as a conditional use:

District	Use	Minimum Lot Size
R-3 and R-6	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit
OR	Multifamily Residence	The larger of 9,375 or 2,900 per dwelling unit

- (C) Additional Dimensional Requirements.

- (1) Accessory use structures or buildings in residential districts may be located on those rear and side property lines which do not abut a street, if the structure is at least ten feet to the rear of the building line of the principal structure and does not occupy more than 30 percent of the rear yard area.
- (2) In a block where a setback line has been established by existing structures 50 percent or more of the block, the average setback of the existing buildings may be used as the minimum setback.
- (3) Garage doors which face an alley require a five-foot minimum setback.

- (D) Additional District Standards.

- (1) All single-family dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20 feet, wood, brick, masonry, stucco or cosmetically equivalent exterior siding, and shall be mounted on a permanent foundation.
- (2) All duplex dwellings in the R-5 and R-6 zone districts must have a minimum roof pitch of 3:12, a minimum roof overhang of eight inches, a minimum length and width of 20

⁴ Residential uses in the B-2, B-2A, B-3, B-4, I-1 and I-2 zone districts shall comply with the applicable dimensional requirements as set out for the "R-3A" zone.

RESOLUTION NO. 2023-11

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

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the **Dry Cedar Creek II Addition** based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on July 18, 2023.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. §§ 31-12-104, 105 have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.
 - C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. § 31-12-105.
 - G. The entire width of any streets to be annexed are included within the annexation.
 - H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2).

3. The City Council has determined that additional terms and conditions will not be imposed.
4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. § 31-12-108.
6. An Annexation Impact Report is not required.

CONCLUSIONS

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

ADOPTED this 18th day of July, 2023, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By _____
Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO. 2631

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE DRY CEDAR CREEK II ADDITION

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

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

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

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

SECTION 1:

The property described in **Exhibit A**, known as the **DRY CEDAR CREEK II ADDITION**, is hereby annexed to the City of Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, 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 Tuesday, the 1st day of August, 2023, at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A

Legal Description

A tract of land situated in the N1/2 of Lot 16, Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian described as follows:

Beginning at a point on the south line of the Southeast Addition 1 Reception No. 628093, said point being S82°34'15"E 406.48 feet from the corner of U.S. Lots 9, 10, 15 and 16, as monumented by a witness corner (Bk. 1, Pg. 606), thence along said south line S89°07'19"E 529.09 feet; thence south 00°00'23" east for 587.74 feet;

Thence north 74°11'47" west for 395.87 feet to the centerline of the 100' easement for said canal, and thence along the centerline of said easement for the following calls: North 30°04'39" east for 49.35 feet; North 05°02'47" east for 56.19 feet; North 16°32'30" west for 186.96 feet; North 32°32'47" west for 146.58 feet; North 27°52'12" west for 97.93 feet to the point of beginning,

County of Montrose, State of Colorado

ORDINANCE NO. 2632

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE DRY CEDAR CREEK II ADDITION AS AN "R-3A," MEDIUM HIGH DENSITY DISTRICT

WHEREAS, the **Dry Cedar Creek II 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 accord with the City's Master Plan, is compatible with existing zoning in nearby or adjoining properties, and is in the public interest.

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

The Official Zoning Map is hereby amended to designate the **Dr Cedar Creek II Addition**, according to the Official Annexation Map thereof, as an "R-3A," Medium High Density District.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, 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 Tuesday, the 1st day of July, 2023 at the hour of 6:00 p.m. at Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18, 2023
RE: Woods Crossing Amended Preliminary Plat

ATTACHMENTS

- Exhibit A: Maps
- Exhibit B: Excerpt from City of Montrose Municipal Code

City Council Consideration:

City Council is considering approval of the Woods Crossing North Amended Preliminary Plat. City Council will consider all of the information in this memo in making a decision.

Applicant: Matt Miles, Leadership Circle, LLC

Application Background:

The Woods Crossing North Amended Preliminary Plat will subdivide a 160.71 acre parcel into a residential subdivision. The property is bordered on the south by Sunnyside Road, on the north by Miami Road, on the west by 6720 Road, and on the east by agricultural fields and single-family homes. The majority of the parcel (134+ acres) is zoned "R-3" Medium Density District, with two "B-4" Neighborhood Shopping District sections with a condition prohibiting multifamily use. The residential lots proposed on this preliminary plat all fall within the "R-3" Medium Density District. This preliminary plat proposes 263 single-family residential lots, a 5.42 acre dedicated public park, 9.36 acres of other open space, associated rights-of-way, and a 76.33 acre outlot for future development. This application amends the previously approved Woods Crossing North Amended Plat, which had proposed 287 residential lots, and was approved on October 2, 2022. The Planning Commission unanimously voted to approve the Woods Crossing North Amended Preliminary Plat during the June 28, 2023 meeting. A Final Plat will also be required within five (5) years of approval of this Preliminary Plat.



Staff Analysis:

1. Subdivision Application Details & Review Standards:

The City of Montrose Municipal Code outlines the process and standards for Subdivision applications. The preliminary plat and proposed improvements shall comply with all requirements of the subdivision regulations and other applicable City design and construction specifications and standards. The Planning Commission should consider whether the project meets the standards outlined within Section 11-5-5 (C) and summarized below: (See Exhibit B)

- The proposal shall be consistent with the Master Plan, City subdivision and zoning regulations, standards and other applicable ordinances and regulations and will be reviewed considering the following at a minimum:
 - a. Conformance with the master plan and zoning regulations;
 - b. Relationship of development to topography, soils, drainage, flooding, potential hazard areas and other physical characteristics;
 - c. Availability of water, means of sewage collection and treatment, storm water drainage, access and other utilities and services;
 - d. Compatibility with the natural environment, wildlife, vegetation and unique natural features;
 - e. Adjacent streets and traffic flow, including pedestrian access;
 - f. Availability of fire, police and other emergency services protection;
 - g. Impacts on area schools.

2. The Comprehensive Plan Future Land Use Map designates the area as Residential Mixed Density Medium. The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes.

3. Zoning Regulations:

- Municipal Code, Section 11-7-5 (A) (5): The “R-3” Medium Density District is intended to provide an area which is suitable for single-family homes and duplexes. This district provides for other uses which are compatible with such uses.
- The proposed subdivision is a use-by-right in these zoning districts. The current zoning is compatible with general conditions in the area. The property is adjacent to properties that are zoned “R-1” Very Low Density District, “R-1A” Large Estate District, “R-2” Low Density District, “R-3A” Medium High Density District, and agricultural (outside City limits).



4. The Woods Crossing North Amended Preliminary Plat does not appear to be adverse to the public health, safety and welfare and is in compliance with the City's Subdivision Regulations.

Planning Commission Recommendation:

The Planning Commission recommended approval of the Woods Crossing North Amended Preliminary Plat at the June 28, 2023 meeting. It was a unanimous vote. "The approval of this Amended Preliminary Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied."

City Council Options:

1. Accept the Planning Commission recommendation and approve the Woods Crossing North Amended Preliminary Plat with the following condition. "The approval of this Amended Preliminary Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied."
2. Approve the amended preliminary plat subject to conditions necessary to implement the provisions of Section 11-5-5 – Subdivision procedure.
3. Disapprove the plat if Council finds the requirements of these regulations have not been met.

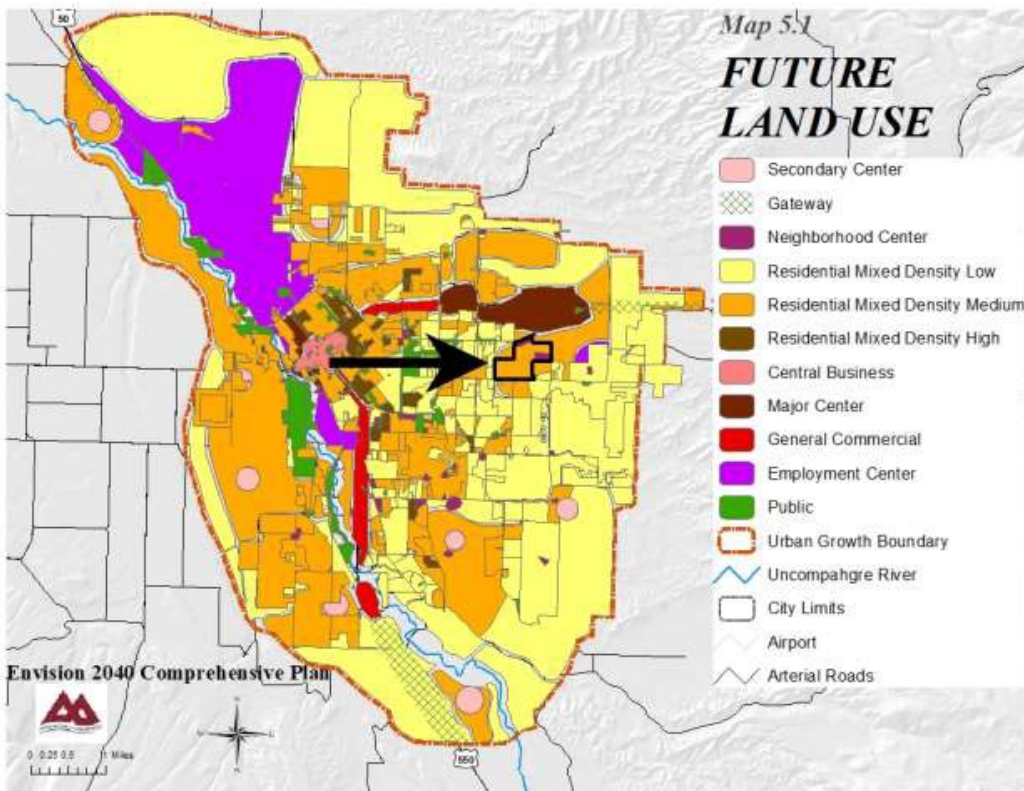


EXHIBIT A: Area Maps

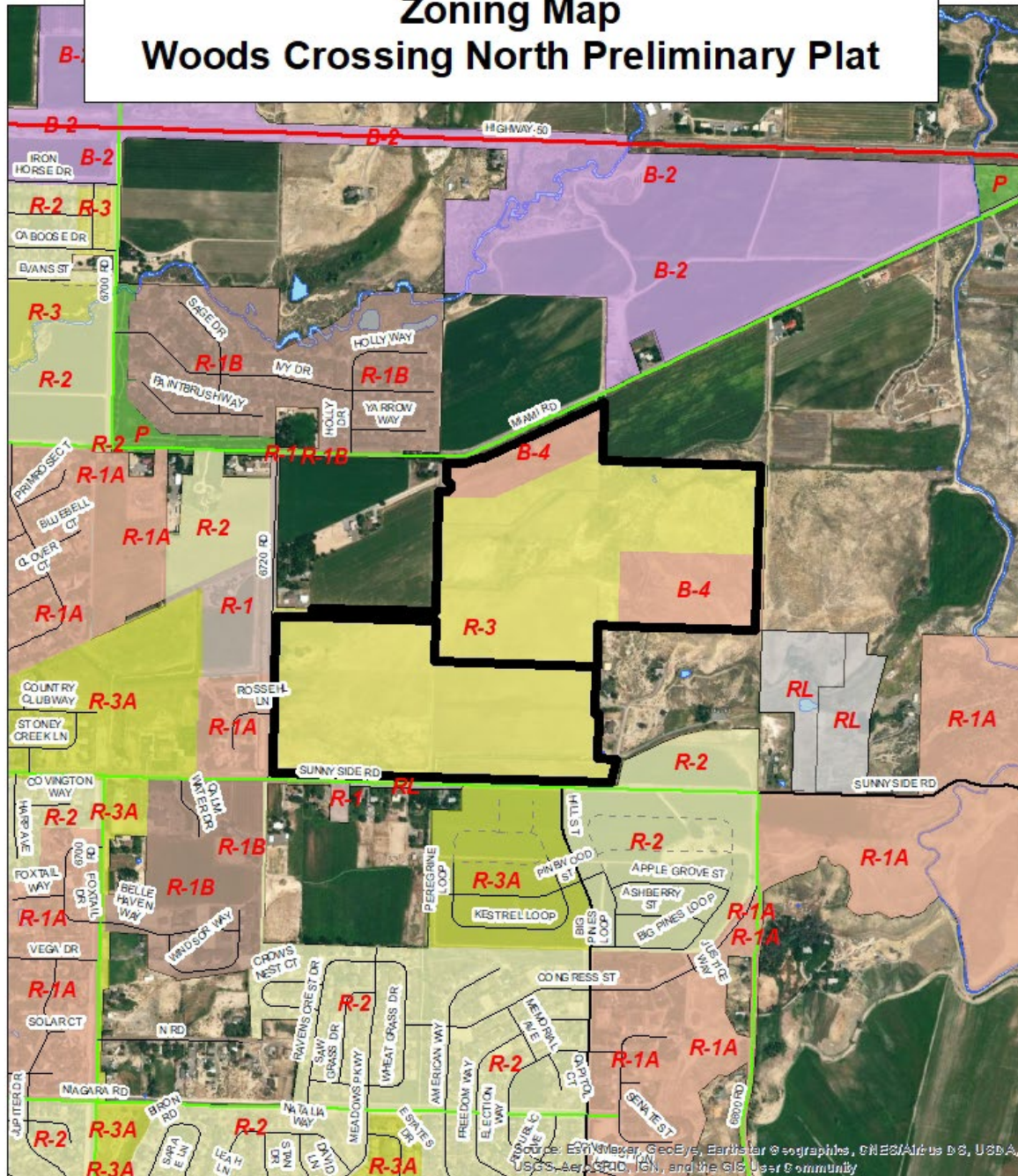
Vicinity Map



Comprehensive Plan Future Land Use Map



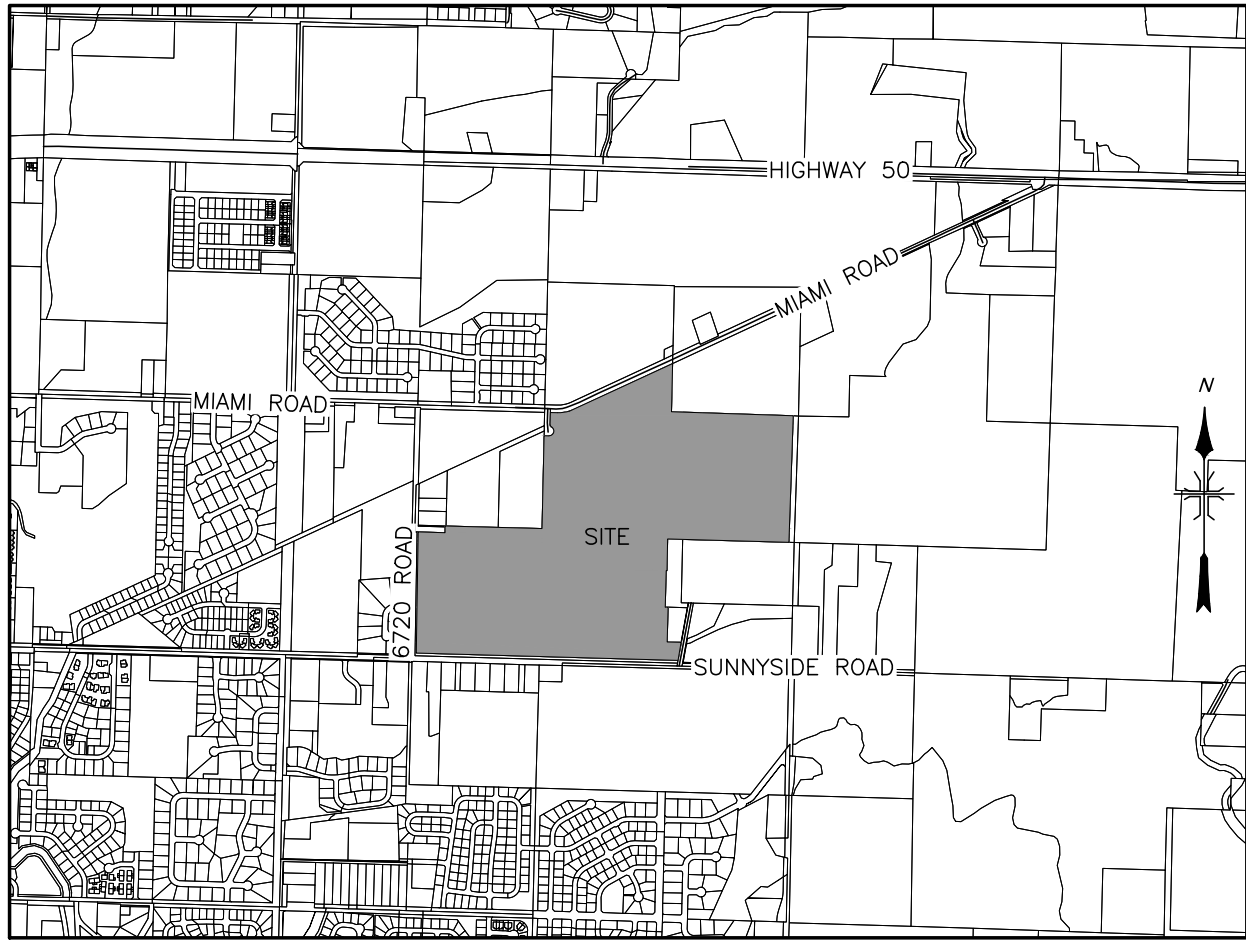
Zoning Map Woods Crossing North Preliminary Plat



WOODS CROSSING NORTH

PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



VICINITY MAP
N.T.S.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

TRACT 1:

A tract of land situated in Section 25, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. Being better described as beginning at the SE 1/16 corner of said Section 25 thence along the East line of the SW1/4 SE1/4 S0125°41'W 330.08 feet;
Thence leaving said East line N88°20'07"W 1317.99 feet to a point on the West line of said SW1/4 SE1/4;
Thence along said West line N01°20'19"E 330.15 feet to the CS1/16 corner of said Section 25;
Thence along the North line of the SE1/4 SW1/4 N88°20'24"W 980.18 feet;
Thence leaving said North line N01°18'41"E 70.00 feet to a point on the South line of the R.H. Minor Subdivision Reception No. 520161;
Thence along said South line of the R.H. Minor Subdivision S88°20'24"E 980.22 feet;
Thence along the East line of said R.H. Minor Subdivision N01°20'35"E 967.10 feet to a point on the 6750 Road Right of Way;
Thence the following four (4) courses along said Right of Way S88°39'25"E 50.00 feet;
Thence 134.93 feet along the arc of a curve to the left with a radius of 50.00, an interior angle of 154°37'23" and a chord of N14°01'53"E 97.56 feet;
Thence 22.56 feet along the arc of a curve to the right with a radius of 20.00 feet, an interior angle of 64°37'23" and a chord of N30°58'07"W 21.38 feet;
Thence N01°20'35"E 118.82 feet to a point on the Miami Road Right of Way;
Thence the following two (2) courses along said Right of Way S88°21'38"E 55.33 feet;
Thence 209.85 feet along the arc of a curve to the left with a radius of 456.00 feet, an interior angle of 26°22'05" and a chord of N78°27'20"E 208.01 feet;
Thence N65°16'17"E 11.89 feet to the North line of the NW1/4 SE1/4;
Thence along said North line S88°21'42"E 34.36 feet;
Thence leaving said North line N65°15'56"E 1065.68 feet to a point on the East line of the SW1/4 NE1/4;
Thence leaving said Right of Way along the said East line S01°19'00"W 473.39 feet;
Thence along the North line of the NE1/4 SE1/4 S88°21'42"E 1264.52 feet;
Thence running 56 feet west of and parallel to the East line of the NE1/4 SE1/4 S01°30'38"W 1319.67 feet to a point on the South line of said NE1/4 SE1/4;
Thence along the South line of the NE1/4 SE1/4 N88°24'07"W 1262.71 feet to the Point of Beginning.

Containing 94.39 acres more or less as described.

TRACT 2:

A tract of land situated in Section 25, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado. Being better described as beginning at a point in which the SE1/16 of said Section 25 bears N02°42'36"E 330.15 feet;
Thence along the West line of Lot 1 of the Tom English Minor Subdivision S01°48'24"W 379.43 feet;
Thence along the South line of said subdivision S88°25'27"E 30.00 feet;
Thence along the West line of Lot A Replat Nicolas Minor Subdivision S01°39'17"W 363.30 feet;
Thence along the South line of said Lot A Nicolas Minor S88°41'01"E 148.64 feet to a point on the 6775 Road Right of Way;
Thence along said Right of Way S10°21'47"W 194.42 feet to a point on the Sunnyside Road North Right of Way per Reception No. 886015;
Thence the following two (2) courses along said Right of Way N88°26'37"W 1453.64 feet;
Thence N88°23'21"W 1284.02 feet to a point on the 6720 Road Right of Way;
Thence along said 6720 Road East Right of Way N01°17'09"E 1265.70 feet;
Thence along the North line of the SE1/4 SW1/4 S88°20'24"E 1285.18 feet;
Thence along the East line of the SE1/4 SW1/4 S01°20'19"W 330.15 feet;
Thence S88°26'07"E 1310.60 feet to the Point of Beginning.

Containing 66.32 acres more or less as described.

Have by these presents laid out, platted and subdivided into lots, as shown on this plat, under the name and style of WOODS CROSSING NORTH and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Hill Street, Douglas Fir Lane, Douglas Fir Street, Conifer Street, Pine Tree Drive, Claim Jumper Avenue, Olive Branch Avenue, Lodgepole Street, Lodgepole Lane, Pinyon Lane, Pinyon Street and Forest Way.

Park Tract B is hereby dedicated, granted and conveyed to the City of Montrose for the use of the public for recreation purposes as authorized by the City.

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

Executed this _____ day of _____, 20____.

Miami Road Properties, LLC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

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

Witness my hand and official seal.

My commission expires _____

Notary

SURVEYOR'S CERTIFICATE

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

C.R.S. Section 38–51–106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title commitment issued by Fidelity National Title Insurance Company, dated January 25, 2023, bearing policy number 210–F01314–23.

PRELIMINARY

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

Date: _____

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing between the found rebar and cap PLS 12180 at the SE Corner of NE1/4 SE1/4 Section 25, Township 49 North, Range 9 West and the found rebar and cap at the SW corner of said NE1/4 SE1/4 said Section, bears N88°24'07"W (Colorado South Modified State Plane Coordinates)

ENGINEER'S CERTIFICATE

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

David W. Schieldt, P.E.
Registration No. 47195
Date: _____

APPROVAL OF PRELIMINARY PLAT		
City Engineer (Phase 1–3)*	_____ Scott Murphy, P.E. _____	Date _____
City Engineer (Phase 4–6)*	_____ Scott Murphy, P.E _____	Date _____
City Attorney	_____ Ben Morris _____	Date _____
City Planning Commission Chair	_____ David Fishing _____	Date _____
City Mayor	_____ Barbara Bynum _____	Date _____

* City Engineer authorization is broken into phases per the phasing diagram attached as Sheet 6 of this Preliminary Plat due to outstanding permitting with US Department of the Interior, Bureau of Reclamation. No phases are authorized for construction without associated signature from the City Engineer.

ATTORNEY'S CERTIFICATE

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

Attorney
Registration No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

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

City Engineer
Registration No. _____
Date: _____

APPROVAL OF CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Attorney Reg. No. _____

APPROVAL OF CITY COUNCIL

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

Mayor

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of

_____, on the _____ day of _____, 20____ under Reception No. _____

Clerk and Recorder
Montrose County, Colorado

Deputy

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

TITLE: WOODS CROSSING NORTH			
FIELD BOOK: 889		DATE: 05/22/2023	CLIENT: MIAMI ROAD PROPERTIES, LLC
SHEET: 1 of 6		FILE: 23003V_PLAT_PRE	ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398
JOB NO.: 21123		TYPE: PRELIMINARY PLAT	

WOODS CROSSING NORTH

PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

1. Local Improvement District

All lots platted hereon shall be subject to an assessment for the costs to construct improvements to that portion of Sunnyside Road, 6720 Road and Miami Road that abuts the Subdivision, said improvements including curb, gutter, sidewalk, drainage, base and pavement, and other related improvements. The Montrose City Clerk is hereby appointed as the Attorney-in-fact of each of the owners of the Woods Crossing subdivision for the purposes of executing improvement district petitions on their behalf, voting on their behalf in any election to approve any financial obligations for such improvement districts and for all other purposes related to the formation of such districts and construction of such improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lots.

2. Drainage Easements

A. All open space tracts shown hereon, with the exception of Tract B, which is dedicated to the City, shall be entirely encumbered by drainage easements. These drainage easements, as well as all other drainage easements shown hereon and not specifically labeled as private, shall be owned and maintained by an owners' association, or in the absence of an owners' association lawfully formed for such purposes, by the owners of all lots final platted in Woods Crossing North jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the placement of fill, construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The City is not responsible or liable in any manner for the maintenance, repair or operation of any pipelines, ditches or improvements as located within said easements or open space tracts. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

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

C. The Tract A & Tract D drainage infiltration ponds are to be maintained by an owners' association lawfully formed for such purposes. The encumbered infiltration ponds receive drainage from the Woods Crossing North and the neighboring Woods Crossing Developments.

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

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

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

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

B. Drainage

All Open Space Tracts contain drainage swales, sheet flow areas and/or improvements that are to be maintained by an Owner's Association, except for Tract B, which is dedicated to the City.

C. Colocated Utility Easements

All open space tracts shown hereon, with the exception of Tract B which is dedicated to the City, shall be entirely encumbered by utility easements dedicated to the City of Montrose.

D. Pedestrian Facilities

Open space Tracts E, G, H, I, J, K, & M will contain improved pedestrian facilities for the use of the public and to be maintained by the HOA.

E. Certificate of Good Standing

The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing bearing Confirmation No. 14092376, from the Colorado Secretary of State, as proof of the above-named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

F. Declaration of Covenants Recorded

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

4. Money in lieu of School Land Dedication

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

5. Final Plat Conditional Approval

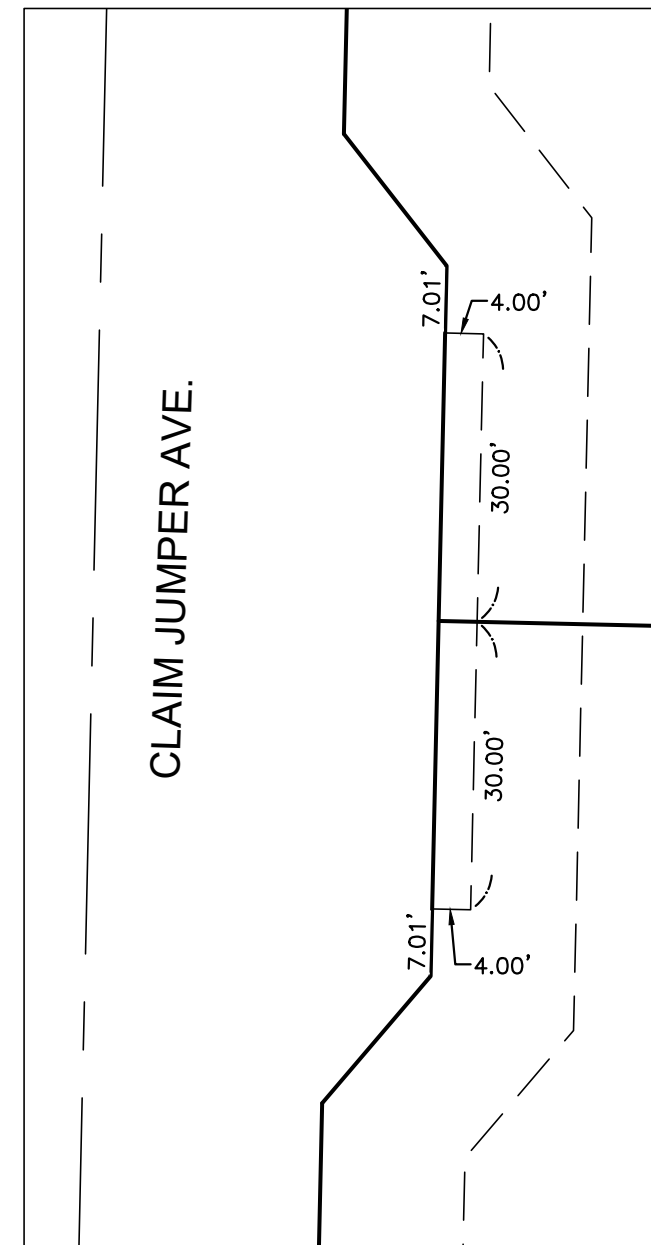
The approval of the Woods Crossing North Subdivision Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

6. Low Municipal Water Pressure

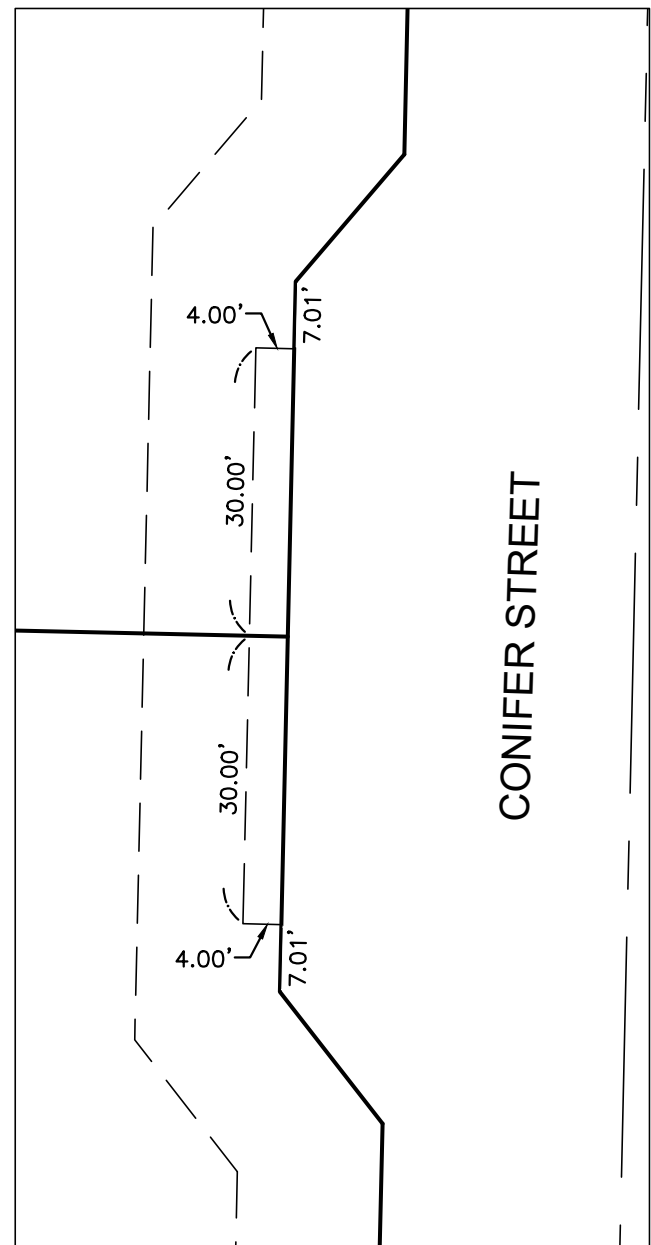
Water pressure within the subdivision is expected to range from 40 to 57 pounds per square inch (PSI) from the eastern to western ends, respectively.

AREA SUMMARY

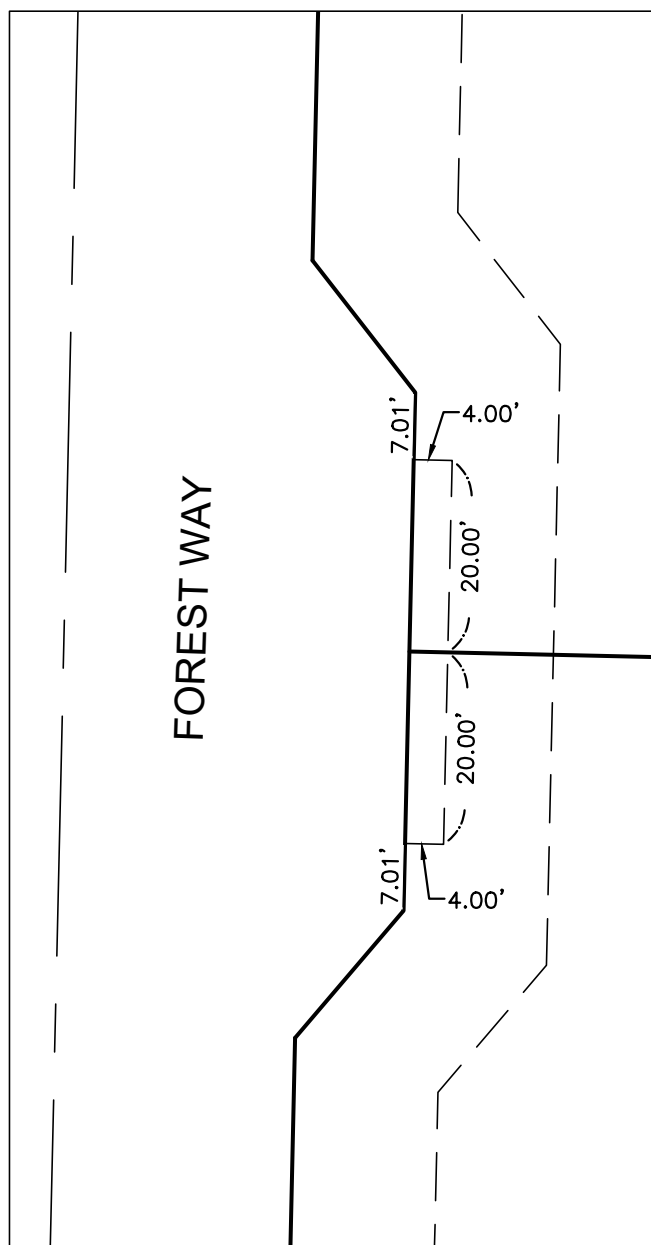
RESIDENTIAL LOTS	=	50.13 ACRES
RIGHTS-OF-WAY	=	19.48 ACRES
OPEN SPACE (TRACTS A, C, D, E F, G, H, I, J, K, L, M)	=	9.36 ACRES
PUBLIC PARK (TRACT B)	=	5.42 ACRES
OUTLOTS	=	76.33 ACRES
TOTAL AREA	=	160.71 ACRES



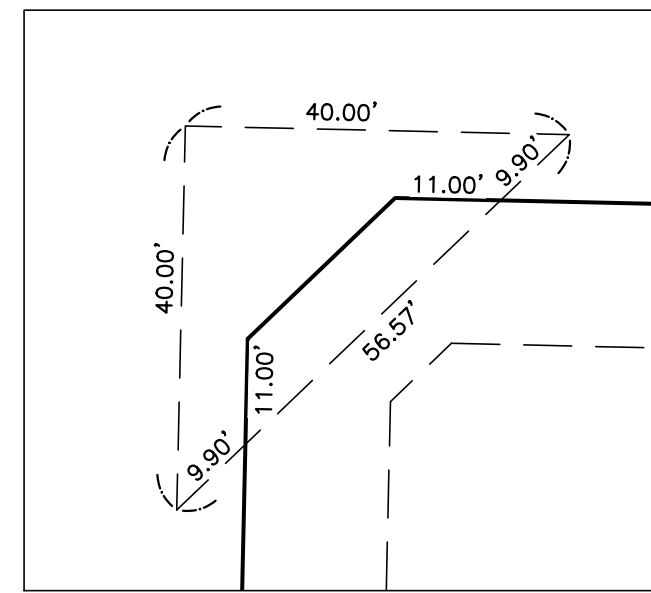
MAILBOX EASEMENT
1" = 20'



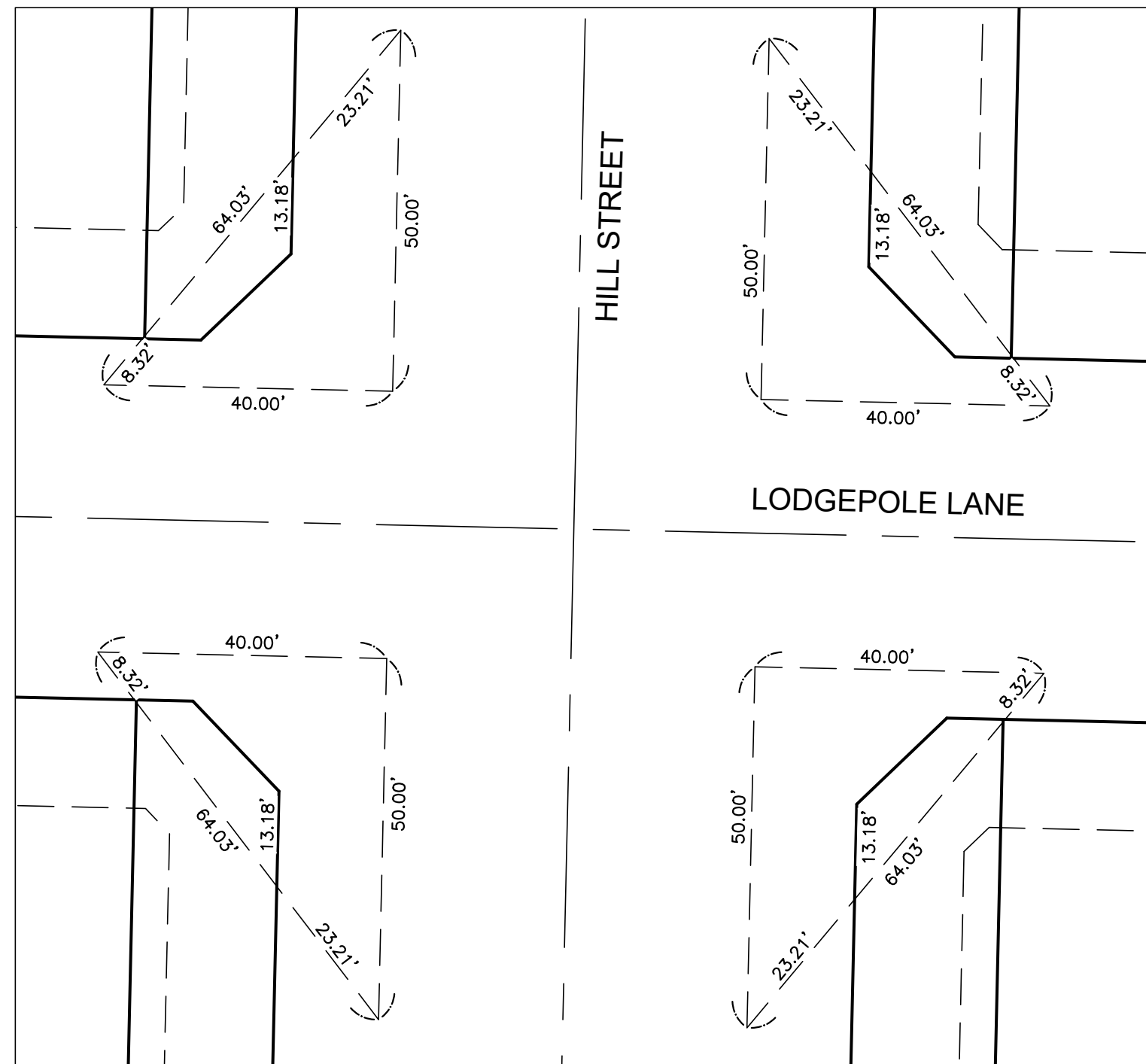
MAILBOX EASEMENT
1" = 20'



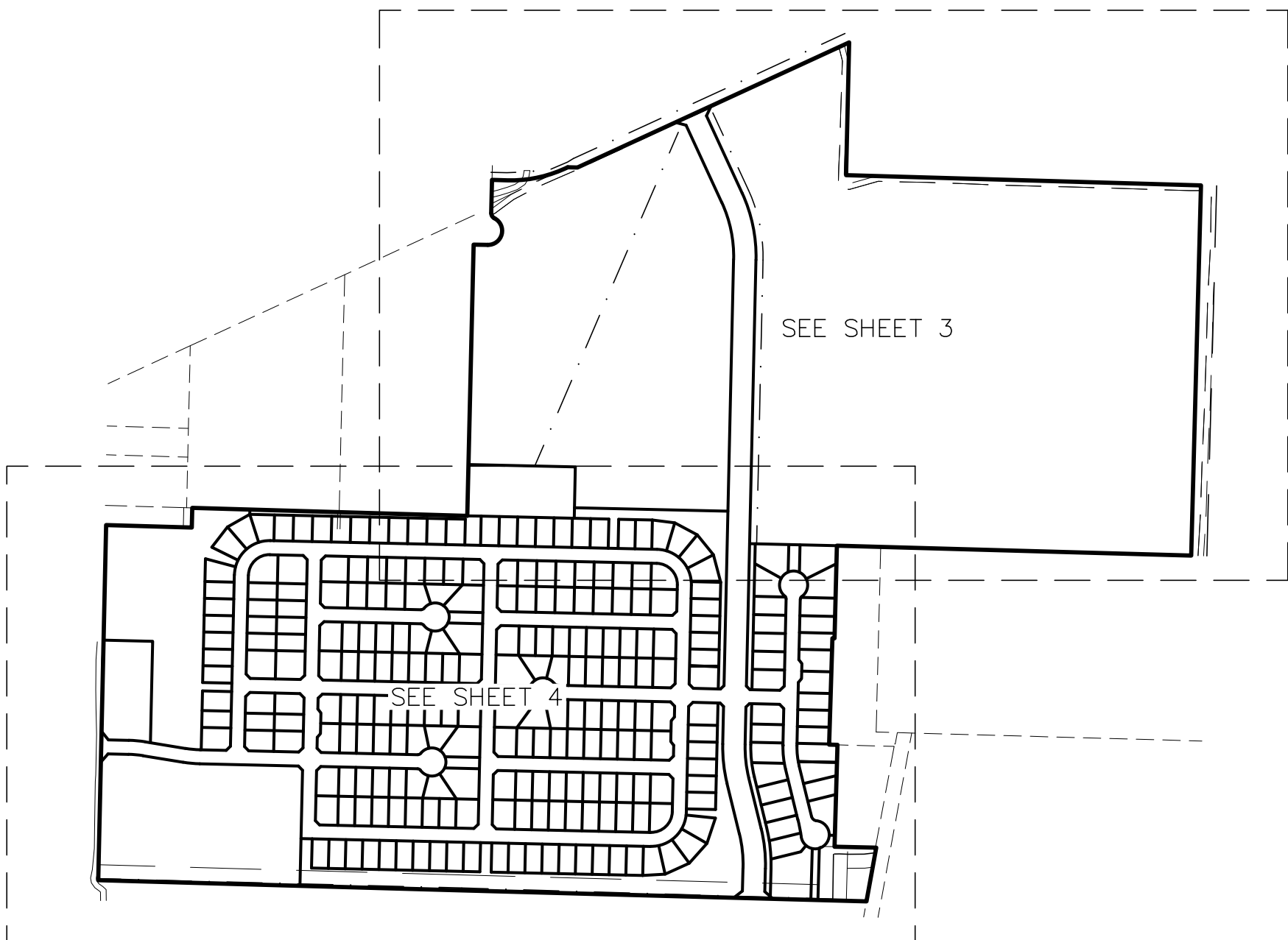
MAILBOX EASEMENT
1" = 20'



TYPICAL RESIDENTIAL SITE TRIANGLE
UNLESS OTHERWISE NOTED
1" = 20'



SITE TRIANGLE
1" = 20'



PRELIMINARY

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FIELD BOOK: 889		DRAWN BY: RDD/DCC		DATE: 05/22/2023	
SHEET: 2 of 6		FILE: 23003V_PLAT_PRE		JOB NO.: 21123	
TITLE: WOODS CROSSING NORTH					
CLIENT: MIAMI ROAD PROPERTIES, LLC					
ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398					
TYPE: PRELIMINARY PLAT					

WOODS CROSSING NORTH

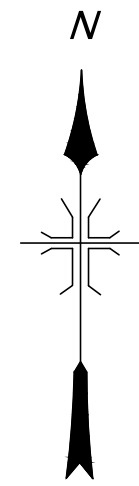
PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LEGEND

- = 15' WIDE UTILITY EASEMENTS ALONG ALL RIGHTS OF WAY UNLESS OTHERWISE NOTED
- = FD. REBAR & CAP (P.L.S. 16840)
- ◇ = FD. REBAR & CAP (P.L.S. 7160)
- ◆ = FD. REBAR & CAP (P.L.S. 12180)
- ◆ = FD. REBAR & CAP (P.L.S. 5652)
- ◆ = FD. REBAR & CAP (P.L.S. 16835)
- ◆ = FD. REBAR & CAP (P.L.S. 37690)
- = PROPOSED ALUMINUM CAP
- = PROPOSED ALUMINUM CAP WITNESS CORNER OR REFERENCE MONUMENT

— = SIGHT ZONE TRIANGLES (SEE DETAILS ON SHEET 2)



Scale in feet
100' 0 100' 200'



PRELIMINARY

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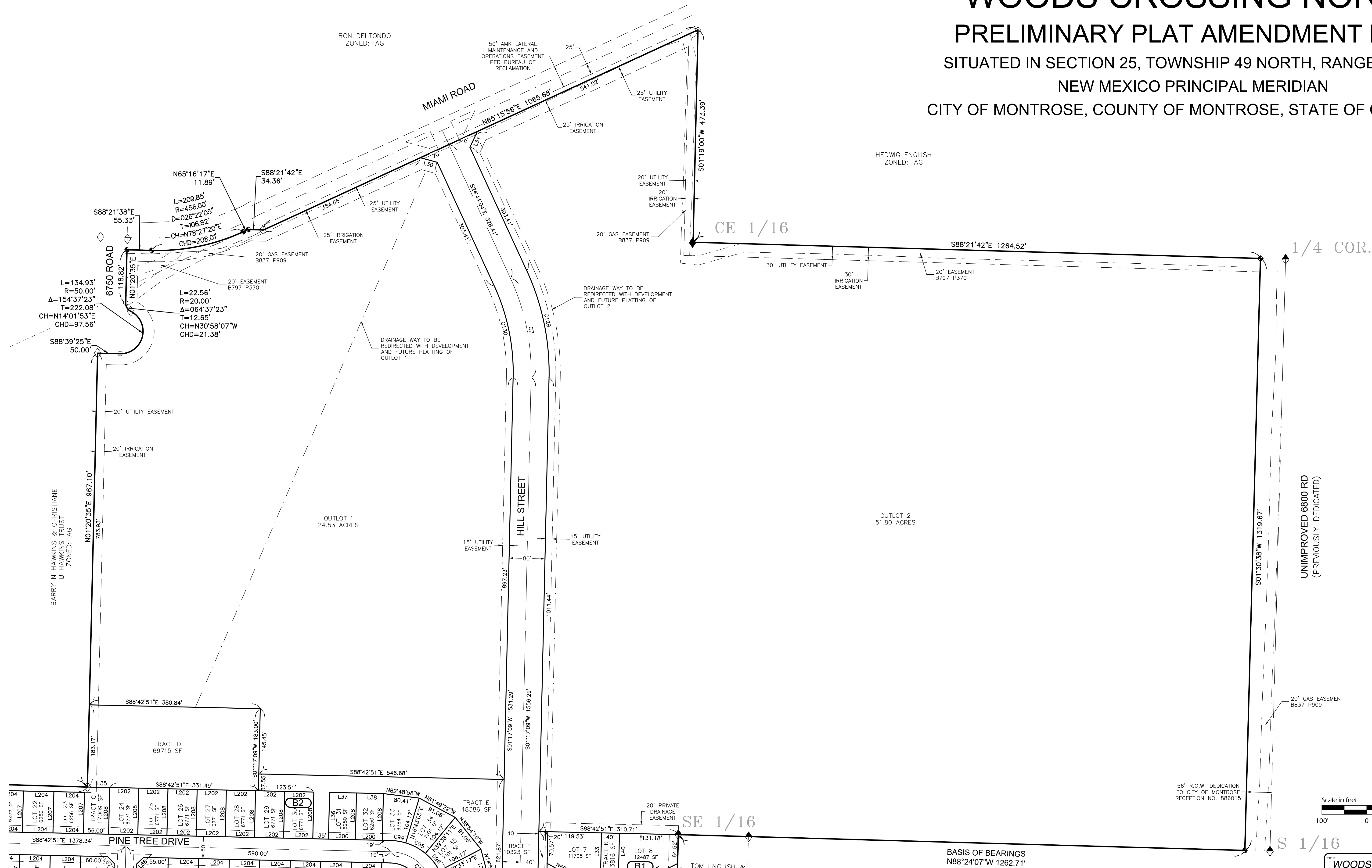
FILE: WOODS CROSSING NORTH	
CLIENT: MIAMI ROAD PROPERTIES, LLC	DATE: 05/22/2023
ADDRESS & PHONE: 1521 OXBOW RD. SUITE 210 MONTROSE, CO 81401 970-249-3398	JOB NO.: 21123
TYPE: PRELIMINARY PLAT	

FIELD BOOK: 3 of 6	DRAWN BY: RDD/DCC	DATE: 05/22/2023
SHEET: 23003V_PLAT_PRE	FILE: 21123	JOB NO.: 21123

WOODS CROSSING NORTH

PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST,
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



PRELIMINARY

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DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. W. Montrose, CO 81401 www.del-mont.com service@del-mont.com	
FIELD BOOK:	DRAWN BY: RDD/DCC	DATE: 05/22/2023	CLIENT: MIAMI ROAD PROPERTIES, LLC
SHEET: 4 of 6	FILE: 23003V_PLAT_PRE	JOB NO.: 21123	ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398
		TYPE: PRELIMINARY PLAT	TITLE: WOODS CROSSING NORTH

WOODS CROSSING NORTH
PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	S83°58'13"E	104.96'
L5	N88°42'51"W	7.81'
L6	S43°42'51"E	17.24'
L7	S88°42'51"E	7.81'
L8	N46°17'09"E	17.24'
L9	N43°42'51"W	17.24'
L10	S88°42'51"E	7.81'
L11	S46°17'09"W	17.24'
L12	S88°42'51"E	7.81'
L13	N01°17'09"E	72.50'
L14	N01°17'09"E	65.00'
L15	S01°17'09"W	8.37'
L16	N13°44'45"W	39.16'
L17	N13°44'45"W	65.00'
L18	N13°44'45"W	65.00'
L19	S13°44'45"E	16.06'
L20	N01°33'23"E	98.41'
L21	S51°45'03"W	39.05'
L22	S48°38'17"E	26.03'
L23	S48°38'17"E	13.02'
L24	N40°28'14"E	17.41'
L25	S01°17'09"W	27.01'
L26	S01°17'09"W	27.01'
L27	S37°53'55"E	17.41'
L28	N38°31'11"W	39.05'
L29	S41°05'29"W	39.05'
L30	N74°55'44"W	39.05'
L31	N25°27'36"E	39.05'
L32	N88°42'51"W	4.23'
L33	N01°17'09"E	98.20'
L34	N01°39'36"E	17.07'
L35	S88°54'39"E	49.53'
L36	N01°17'09"E	104.17'
L37	S88°42'51"E	60.00'
L38	S88°42'51"E	60.00'
L39	N81°35'02"E	25.00'
L40	N01°17'09"E	98.20'
L41	N46°17'09"E	21.21'
L42	N43°42'51"W	21.21'
L48	N43°42'51"W	21.21'
L49	N43°42'51"W	21.21'
L50	S46°17'09"W	21.21'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N43°42'51"W	21.21'
L52	S46°17'09"W	21.21'
L53	S46°17'09"W	21.21'
L54	N43°42'51"W	21.21'
L55	N43°42'51"W	21.21'
L56	S46°17'09"W	21.21'
L57	S40°28'14"W	17.41'
L58	S37°53'55"E	17.41'
L59	S37°53'55"E	17.41'
L60	S40°28'14"W	17.41'
L61	S46°17'09"W	21.21'
L62	N43°42'51"W	21.21'
L63	S46°17'09"W	21.21'
L64	N43°42'51"W	21.21'
L65	N43°42'51"W	21.21'
L66	S46°17'09"W	21.21'
L67	N43°42'51"W	21.21'
L68	S46°17'09"W	21.21'
L69	N43°42'51"W	21.21'
L70	S46°17'09"W	21.21'
L71	S46°17'09"W	21.21'
L72	N43°42'51"W	21.21'
L73	N43°42'51"W	21.21'
L74	S46°17'09"W	21.21'
L75	N43°42'51"W	21.21'
L76	S46°17'09"W	21.21'
L77	N43°42'51"W	21.21'
L78	S46°17'09"W	21.21'
L79	N43°42'51"W	21.21'
L80	N46°17'09"E	21.21'
L81	S43°42'51"E	21.21'
L82	S46°17'09"W	21.21'
L83	S46°17'09"W	21.21'
L84	N43°42'51"W	21.21'
L85	S46°17'09"W	21.21'
L86	N43°42'51"W	21.21'

LINE TABLE	
LINE #	LENGTH
L200	60.00'
L202	65.00'
L204	68.00'
L205	70.00'
L207	92.00'
L208	104.17'
L209	114.53'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.85'	400.00'	008°00'00"	S84°42'51"E	55.81'
C2	55.85'	400.00'	008°00'00"	S84°42'51"E	55.81'
C3	157.08'	100.00'	090°00'00"	S46°17'09"W	141.42'
C4	157.08'	100.00'	090°00'00"	N43°42'51"W	141.42'
C5	157.08'	100.00'	090°00'00"	N46°17'09"E	141.42'
C6	78.83'	300.47'	015°01'55"	S06°13'48"E	78.60'
C7	227.07'	500.00'	026°01'13"	S11°43'27"E	225.12'
C8	131.18'	500.00'	015°01'55"	S06°13'48"E	130.80'
C9	133.54'	500.00'	015°18'08"	S06°05'41"E	133.14'
C10	59.34'	425.00'	008°00'00"	S84°42'51"E	59.29'
C11	52.36'	375.00'	008°00'00"	S84°42'51"E	52.32'
C12	52.36'	375.00'	008°00'00"	S84°42'51"E	52.32'
C13	59.34'	425.00'	008°00'00"	S84°42'51"E	59.29'
C26	12.00'	13.00'	052°54'09"	N62°15'46"W	11.58'
C27	34.76'	50.00'	039°49'38"	N55°43'31"W	34.06'
C28	41.84'	50.00'	047°56'32"	S80°23'24"W	40.63'
C29	27.54'	50.00'	031°33'17"	S40°38'29"W	27.19'
C30	41.15'	50.00'	047°09'23"	S01°17'09"W	40.00'
C31	27.54'	50.00'	031°33'17"	S38°04'11"E	27.19'
C32	41.84'	50.00'	047°56'32"	S77°49'05"E	40.63'
C33	34.76'	50.00'	039°49'38"	N58°17'50"E	34.06'
C34	12.00'	13.00'	052°54'09"	N64°50'05"E	11.58'
C45	12.00'	13.00'	052°54'09"	N62°15'46"W	11.58'
C46	34.76'	50.00'	039°49'38"	N55°43'31"W	34.06'
C47	41.84'	50.00'	047°56'32"	S80°23'24"W	40.63'
C48	27.54'	50.00'	031°33'17"	S40°38'29"W	27.19'
C49	41.15'	50.00'	047°09'23"	S01°17'09"W	40.00'
C50	27.54'	50.00'	031°33'17"	S38°04'11"E	27.19'
C51	47.28'	50.00'	054°10'44"	S80°56'11"E	45.54'
C52	29.31'	50.00'	033°35'26"	N55°10'44"E	28.90'
C53	12.00'	13.00'	052°54'09"	N64°50'05"E	11.58'
C54	117.81'	75.00'	090°00'00"	S46°17'09"W	106.07'
C55	29.69'	125.00'	013°36'29"	N08°05'24"E	29.62'
C56	25.00'	125.00'	011°27'33"	N20°37'25"E	24.96'
C57	50.00'	125.00'	022°55'08"	N37°48'45"E	49.67'
C58	50.00'	125.00'	022°55'06"	N60°43'52"E	49.67'
C59	41.66'	125.00'	019°05'44"	N81°44'17"E	41.47'
C72	117.81'	75.00'	090°00'00"	N46°17'09"E	106.07'
C73	30.00'	125.00'	013°45'04"	N84°24'38"E	29.93'
C74	52.00'	125.00'	023°50'06"	N65°37'03"E	51.63'
C75	52.00'	125.00'	023°50'06"	N41°46'56"E	51.63'
C76	52.00'	125.00'	023°50'06"	N17°56'50"E	51.63'
C77	10.35'	125.00'	004°44'38"	N03°39'28"E	10.35'
C81	12.00'	13.00'	052°54'09"	S64°50'05"W	11.58'
C82	34.76'	50.00'	039°49'38"	S58°17'50"W	34.06'
C83	41.84'	50.00'	047°56'32"	N77°49'05"W	40.63'
C84	27.54'	50.00'	031°33'17"	N38°04'11"W	27.19'
C85	41.15'	50.00'	047°09'23"	N01°17'09"E	40.00'
C86	27.54'	50.00'	031°33'17"	N40°38'29"E	27.19'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C87	41.84'	50.00'	047°56'32"	N80°23'24"E	40.63'
C88	34.76'	50.00'	039°49'38"	S55°43'31"E	34.06'
C89	12.00'	13.00'	052°54'09"	S62°15'46"E	11.58'
C93	117.81'	75.00'	090°00'00"	N43°42'51"W	106.07'
C94	33.67'	125.00'	015°25'56"	S80°59'53"E	33.57'
C95	50.00'	125.00'	022°55'06"	S61°49'22"E	49.67'
C96	50.00'	125.00'	022°55'06"	S38°54'16"E	49.67'
C97	50.00'	125.00'	022°55'06"	S15°59'10"E	49.67'
C98	12.68'	125.00'	005°48'46"	S01°37'14"E	12.68'
C101	141.67'	540.00'	015°01'55"	N06°13'48"W	141.27'
C102	122.85'	460.00'	015°18'08"	N06°05'41"W	122.49'
C103	144.22'	540.00'	015°18'08"	N06°05'41"W	143.79'
C104	120.68'	460.00'	015°01'55"	N06°13'48"W	120.34'
C105	34.87'	560.00'	003°34'03"	N00°13'39"W	34.86'
C106	65.74'	560.00'	006°43'33"	N05°22'27"W	65.70'
C107	48.96'	560.00'	005°00'32"	N11°14'29"W	48.94'
C108	51.08'	440.00'	006°39'06"	N10°25'12"W	51.05'
C109	64.36'	440.00'	008°22'49"	N02°54'15"W	64.30'
C116	57.01'	275.47'	011°51'30"	S04°38'41"E	56.91'
C117	15.25'	275.47'	003°10'19"	S12°09'36"E	15.25'
C118	64.55'	325.47'	011°21'47"	N04°23'44"W	64.44'
C119	20.84'	325.47'	003°40'07"	N11°54'42"W	20.84'
C120	24.68'	20.00'	070°42'11"	S49°05'51"E	23.14'
C121	4.67'	13.00'	020°35'40"	S43°53'28"W	4.65'
C122	70.39'	50.00'	080°39'56"	S13°51'20"W	64.72'
C123	33.74'	50.00'	038°39'31"	S45°48'24"E	33.10'
C124	41.15'	50.00'	047°09'23"	S88°42'51"E	40.00'
C125	33.74'	50.00'	038°39'31"	N48°22'42"E	33.10'
C126	70.39'	50.00'	080°39'56"	N11°17'01"W	64.72'
C127	7.33'	13.00'	032°18'29"	N14°52'05"W	7.23'
C129	245.24'	540.00'	026°01'13"	N11°43'27"W	243.13'
C130	208.90'	460.00'	026°01'13"	N11°43'27"W	207.11'
C131	4.67'	13.00'	020°35'40"	N41°19'09"W	4.65'
C132	7.33'	13.00'	032°18'29"	S17°26'24"W	7.23'
C133	75.14'	50.00'	086°06'13"	S41°23'50"E	68.27'
C134	61.75'	50.00'	070°45'38"	S37°02'06"W	57.90'
C135	25.35'	50.00'	029°03'05"	S86°56'27"W	25.08'
C136	25.00'	50.00'	028°38'52"	N64°12'34"W	24.74'
C137	36.19'	50.00'	041°28'10"	N29°09'03"W	35.40'
C138	13.81'	674.53'	001°10'23"	S09°00'09"E	13.81'
C139	48.94'	674.53'	004°09'24"	S11°40'03"E	48.93'
C140	65.07'	699.53'	005°19'48"	S11°04'52"E	65.05'

PRELIMINARY

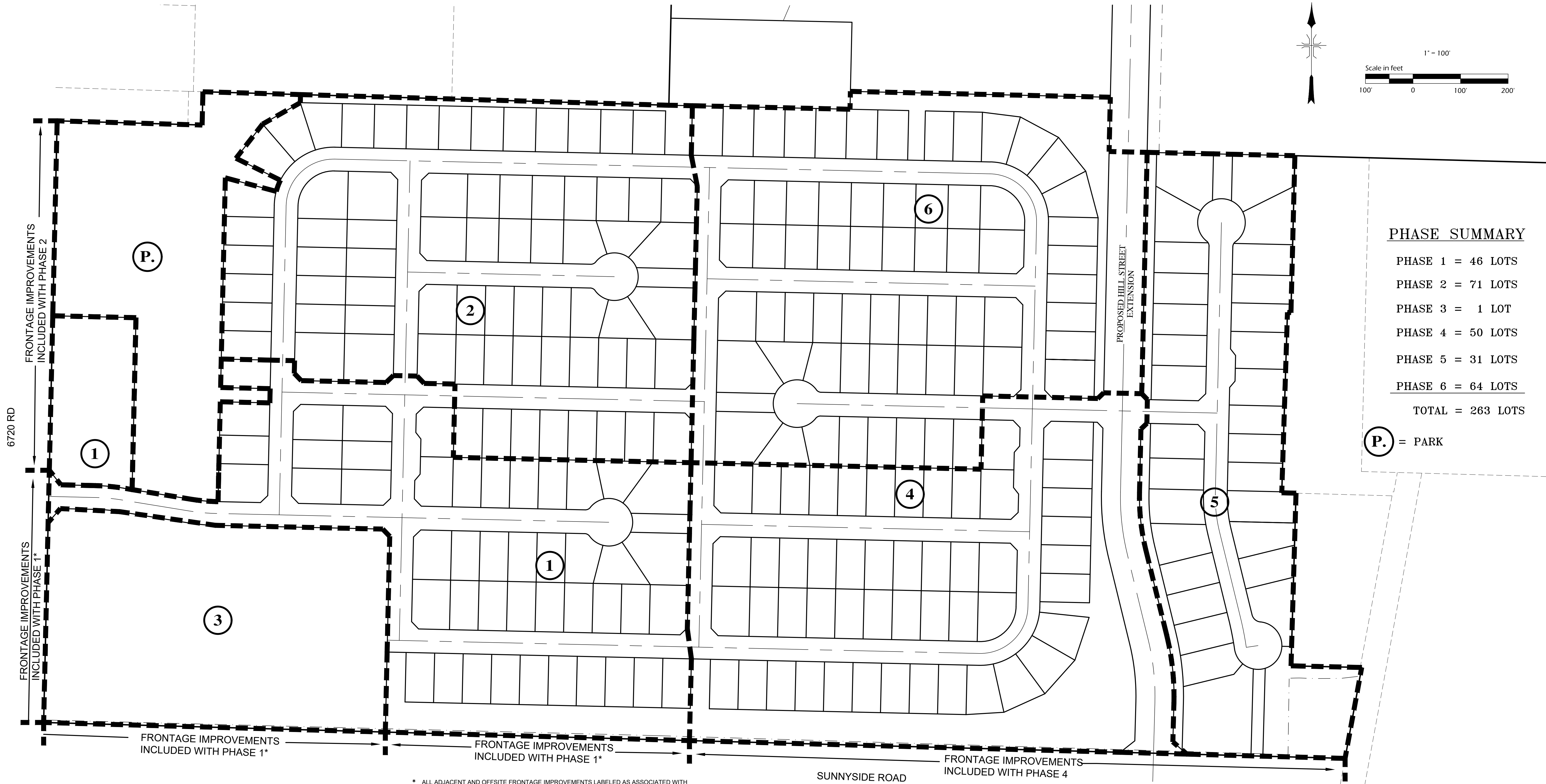
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			DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. W Montrose, CO 81401 ☎ (970) 249-2251 www.del-mont.com ▼ service@del-mont.com	
FIELD BOOK:	DRAWN BY: RDD/DCC	DATE: 05/22/2023	TITLE: WOODS CROSSING NORTH	
SHEET: 5 of 6	FILE: 23003V_PLAT_PRE	JOB NO.: 21123		
TYPE: PRELIMINARY PLAT			CLIENT: MIAMI ROAD PROPERTIES, LLC	
			ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	

WOODS CROSSING NORTH

PRELIMINARY PLAT AMENDMENT NO. 1

SITUATED IN SECTION 25, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



PHASE SUMMARY

PHASE 1 = 46 LOTS
PHASE 2 = 71 LOTS
PHASE 3 = 1 LOT
PHASE 4 = 50 LOTS
PHASE 5 = 31 LOTS
PHASE 6 = 64 LOTS
TOTAL = 263 LOTS

P. = PARK

OFFSITE FRONTAGE IMPROVEMENTS S.W. OF 6720/
SUNNYSIDE INTERSECTION INCLUDED WITH PHASE 1*

* ALL ADJACENT AND OFFSITE FRONTAGE IMPROVEMENTS LABELED AS ASSOCIATED WITH PHASE 1 SHALL BE PERFORMED CONCURRENT WITH PHASE 1 CONSTRUCTION UNLESS SITE DEVELOPMENT OF BLOCK 5, LOT 1 (LABELED AS PHASE 3 ON THIS SHEET) OCCURS PRIOR. IF BLOCK 5, LOT 1 IS DEVELOPED PRIOR TO IMPLEMENTATION OF PHASE 1, IT WILL BE NECESSARY TO PERFORM FRONTAGE IMPROVEMENTS ALONGSIDE THE SITE DEVELOPMENT AND THE OFFSITE FRONTAGE IMPROVEMENTS SW OF THE 6720/SUNNYSIDE INTERSECTION (SUNNYSIDE SIDEWALK CONNECTION) IN ORDER TO PROVIDE PEDESTRIAN CONNECTIVITY TO THE SITE. IN THIS INSTANCE, ADJACENT FRONTAGE IMPROVEMENTS AND THE SUNNYSIDE SIDEWALK CONNECTION MUST BE COMPLETE BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED ON THE SITE DEVELOPMENT OF BLOCK 5, LOT 1.

SUNNYSIDE ROAD

FRONTAGE IMPROVEMENTS
INCLUDED WITH PHASE 4

PRELIMINARY

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DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. Montrose, CO 81401
www.del-mont.com

FIELD BOOK:

DRAWN BY:

DATE:

6 OF 6

RDD/ DCC
23003V_PLAT_PRE

05/22/2023
21123

TITLE: WOODS CROSSING NORTH

CLIENT: MIAMI ROAD PROPERTIES, LLC

ADDRESS & PHONE:
1521 OXBOW RD. SUITE 210
MONTROSE, CO 81401
970-249-3398

TYPE: PRELIMINARY PLAT

EXHIBIT B: Code Excerpts for Subdivisions

Sec. 11-5-1. General provisions.

- (A) This Chapter, as amended from time to time may be cited and referred to as the City's subdivision regulations.
- (B) The purposes of these subdivision regulations are to:
 - (1) promote and protect public health, safety and welfare;
 - (2) to encourage the harmonious, orderly and progressive development of land;
 - (3) to ensure the development of economically sound and compatible neighborhoods;
 - (4) to require the construction of necessary improvements and utilities;
 - (5) to ensure safe and convenient circulation of vehicular and pedestrian traffic;
 - (6) to ensure that parks, open spaces, school sites and land needed for other public purposes are either reserved or dedicated;
 - (7) to ensure development is in accordance with the requirements of the City's Comprehensive Plan as such may be amended from time to time; and to ensure that new development bears its fair share of the costs of providing improvements and services necessitated by, or resulting from, the development of subdivisions.

Sec. 11-5-2. Major subdivisions.

- (A) *New Subdivisions.* A subdivision shall be classified as a major subdivision and governed by this Section when an applicant proposes to create four or more new tracts, lots, or interests; or less than four new tracts, lots or interests if not eligible as a minor subdivision in accordance with Section 11-5-3.
- (B) *Resubdivisions or Major Plat Amendments.* Resubdivisions and major plat amendments are reviewed in the same manner as a major subdivision with the same purposes. A major plat amendment is any plat amendment that does not qualify as a minor plat amendment under Section 11-5-3 (C). To the extent that submittal information was submitted as part of the original subdivision proposal and is adequate by current standards, the applicant for approval of a resubdivision or major plat amendment does not need to submit the information again and may reference such submittal information in the new application. The City Manager will determine the technical adequacy of previously submitted information.
- (B) *Procedure.* The major subdivision procedure shall consist of three (3) separate phases - sketch plan, preliminary plat and final plat - in accordance with Sections 11-5-4, 11-5-5, and 11-5-6, respectively.

Sec. 11-5-4. Sketch plan.

- (A) *Purpose.* Sketch plan review provides an opportunity to determine whether an application will comply with the City's subdivision review and approval criteria, and to address any issues of concern early in the review process. The sketch plan is a conceptual version of the preliminary plat showing the general subdivision layout, access, street and lot pattern, location of parks, open space tracts, trail corridors, and other tracts for utilities or services.



- (B) *Review Procedure.* The sketch plan application shall be reviewed by the City in accordance with Section 11-4-2 of this Title. The Planning Commission shall take no formal action at the conclusion of its public hearing on the sketch plan; however, comments by the public and the Commission shall be reflected in the minutes of the hearing as a part of the record on the application as it moves through the entire review process.
- (C) *Review Criteria.* A sketch plan shall comply with the following review criteria:
- (1) The proposal shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations and will be reviewed, considering the following at a minimum.
 - (a) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;
 - (b) Availability of water, means of sewage collection and treatment, stormwater drainage, access and other utilities and services;
 - (c) Compatibility with the natural environment, wildlife, vegetation and unique natural features;
 - (d) Adjacent streets and traffic flow, including pedestrian access; and
 - (e) Availability of fire, police and other emergency services protection.
 - (2) An applicant who intends to immediately develop only a portion of a full tract shall nevertheless submit an informal sketch plan for the entire tract showing their present plans for its eventual development.

Sec. 11-5-5. Preliminary plat.

- (A) *Purpose.* The purpose of the preliminary plat is to provide the City with an overall master plan for the proposed subdivision. The preliminary plat is more detailed than the sketch plan and should incorporate the comments and guidance provided during the sketch plan process. It includes the layout of the subdivision and final engineering design, with all bearings, distances and survey monumentation.
- (B) *Review Procedure.* The preliminary plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A preliminary plat shall comply with the following review and approval criteria:
- (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;
 - (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access to all lots and tracts proposed in the subdivision;



- (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
 - (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for compatibility with unique or distinctive natural areas, scenic areas and views, natural landmarks, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The preliminary plat and proposed improvements shall comply with all requirements of this Chapter, other applicable City design and construction specifications and standards and all applicable County, State, and Federal Regulations.
- (D) *Notice to Proceed.* No construction of the required subdivision improvements shall commence until approval of the preliminary plat by the City Council and submittal of both a Mylar of the preliminary plat, as finally approved with signed certificates as required by the City, and a copy of the preliminary plat in a digital format acceptable to the City and compatible with City computer systems. Upon approval and submittal of the Mylar, and supporting documentation as required, the City shall then issue a written notice to proceed.

Sec. 11-5-6. Final plat.

- (A) *Purpose.* The purpose of the final plat is to complete the subdivision of land in conformance with all the applicable requirements and standards of the City. The final plat shall correspond in every significant respect with the preliminary plat as previously approved. A complete review is conducted of the final subdivision design, with all bearings and distances, survey monumentation, and certificates of approval included on a document suitable for recordation.
- (B) *Review Procedure.* The final plat application shall be reviewed by the City in accordance with Section 11-4-2 of this Title.
- (C) *Review and Approval Criteria.* A final plat shall comply with the following review and approval criteria:
 - (1) The plat shall be consistent with the City subdivision and zoning regulations, standards and other applicable ordinances and regulations;
 - (2) The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
 - (3) The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
 - (4) The plat design provides for adequate access to all lots and tracts proposed in the subdivision;
 - (5) Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;



- (6) A sufficient supply of water is available and sufficient water rights have been dedicated to the City, in conformance with the City's water standards;
 - (7) The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, utilities and streets;
 - (8) The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Montrose; and
 - (9) The final plat is generally consistent with the preliminary plat, as applicable.
- (D) *Additional Provisions.*
- (1) No land shall be subdivided, or any parcel thereof sold or conveyed, until a final plat has been approved and either a Letter of Substantial Completion or a Preliminary Letter of Infrastructure Completion has been issued in accordance with this Section.
 - (2) Any conditions or improvements imposed on the applicant by the City Council under the preliminary plat approval must be shown on the final plat and either completed, or accompanied by the appropriate security under Section 11-5-12, prior to approval by the City Council.
 - (3) The final plat may be submitted for a portion of the preliminary plat, or phased, subject to the following conditions:
 - (a) The applicant has submitted a phasing plan that has been approved by the City.
 - (b) All required improvements, utilities and road infrastructure must be accessible to the remaining aggregate of unsubdivided land, or outlot.
 - (c) In instances where completion of required improvements, utilities or road infrastructure within the outlot is determined by the City to be necessary as a condition of approval of that final plat, the developer shall be required to complete said improvements, utilities or road infrastructure upon approval of that final plat. This may include, but not be limited to, completion of necessary road infrastructure, stormwater drainage system, trails and park development.
 - (d) In instances where the dedication of land for public purposes within the outlot is determined by the City to be necessary as a condition of approval of that final plat, the developer shall be required to dedicate said lands upon approval of that final plat. This may include, but not be limited to, the dedication and development of land for parks, trails, open space, rights-of-way and easements.
 - (4) No final plat shall be approved by the City Council until:
 - (a) All of the improvements required by these subdivision regulations have been installed, inspected and approved by the City Engineer, or properly secured in accordance with the provisions of Section 11-5-12 on forms approved by the City.



- (b) As-built plans, supporting documentation, certificates and data for completed utility improvements have been provided, reviewed and accepted by the City Engineer, and also provided in a digital format acceptable to the City and compatible with City computer systems. All as-built plans, supporting documentation, certificates and data for completed utility improvements shall be signed and stamped by a licensed professional engineer.
 - (c) The final plat has been submitted in final form on reproducible Mylars, with all requisite signatures, and also in a digital format acceptable to the City, and compatible with City computer systems.
 - (d) Payment to the City of any atypical costs incurred by the City within the subdivision review process, which costs are specifically subject to reimbursement.
 - (e) The security for the two-calendar year construction warranty has been provided by the subdivider in a form acceptable to the City.
- (5) Following City Council approval of the final plat and verification that the documentation has met all applicable codes and regulations, the final plat shall be executed by the appropriate City staff and recorded with due diligence.





CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18, 2023
RE: Woods Crossing Filing No. 2 Final Plat
ATTACHMENTS
● Exhibit A: Maps

City Council Consideration:

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

Application Background:

The Woods Crossing Subdivision is located in eastern Montrose, along either side of Hill Street, south of Sunnyside Road. The property is zoned “R-2” Low Density District on the eastern side of Hill Street, and “R-3A” Medium High Density district on the western side. City Council approved the Woods Crossing Amended Preliminary Subdivision Plat on May 16, 2023. This final plat application would formally create one new lot and dedicate one stormwater tract, reserving the remaining unbuilt portions of the subdivision for future filings.

Applicant: Matt Miles, Leadership Circle, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size required according to the underlying zoning designation.
2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.



3. Utilities

- a. Easements are shown.
- b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

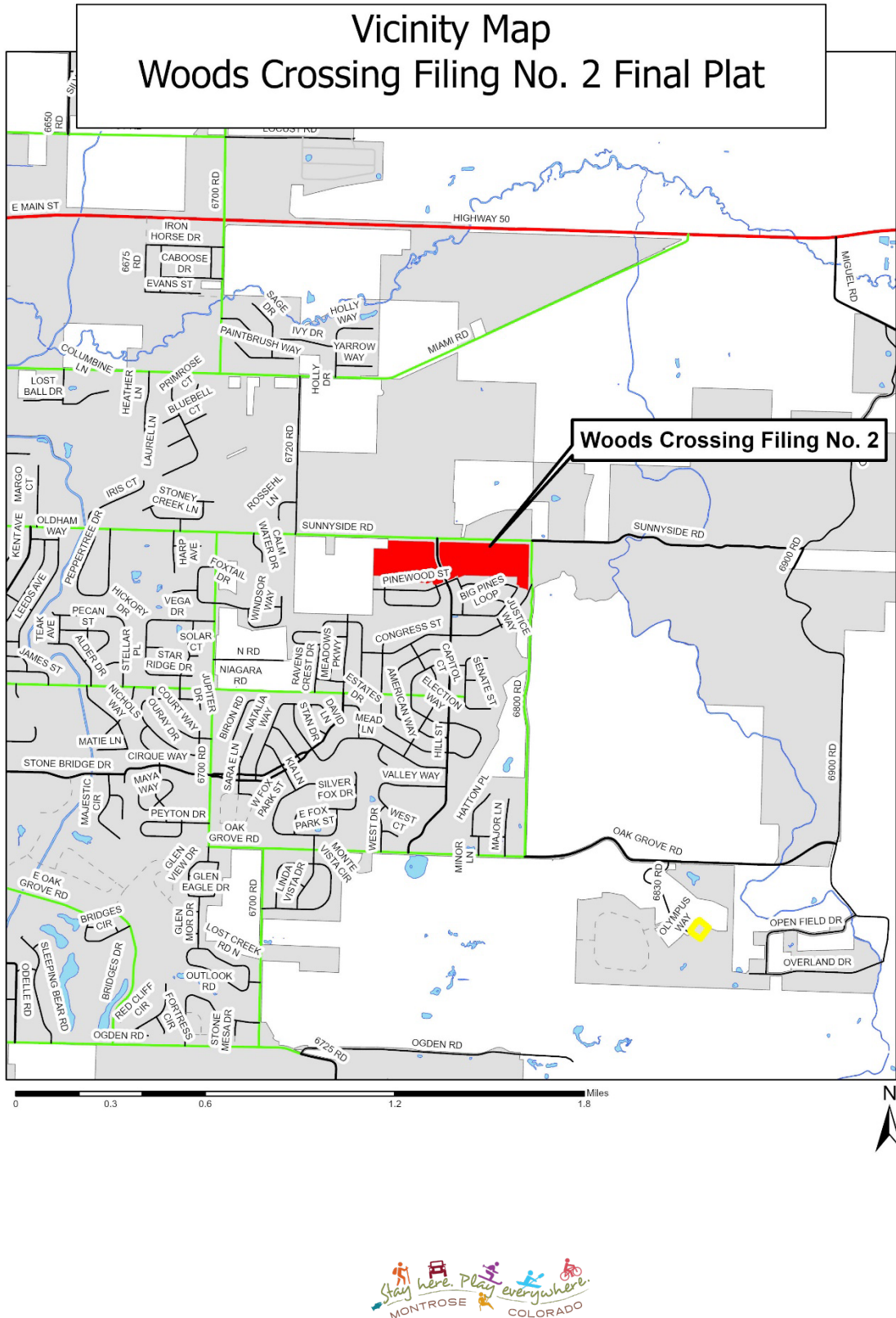
Staff Recommendation: Conditional Approval

Conditions:

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

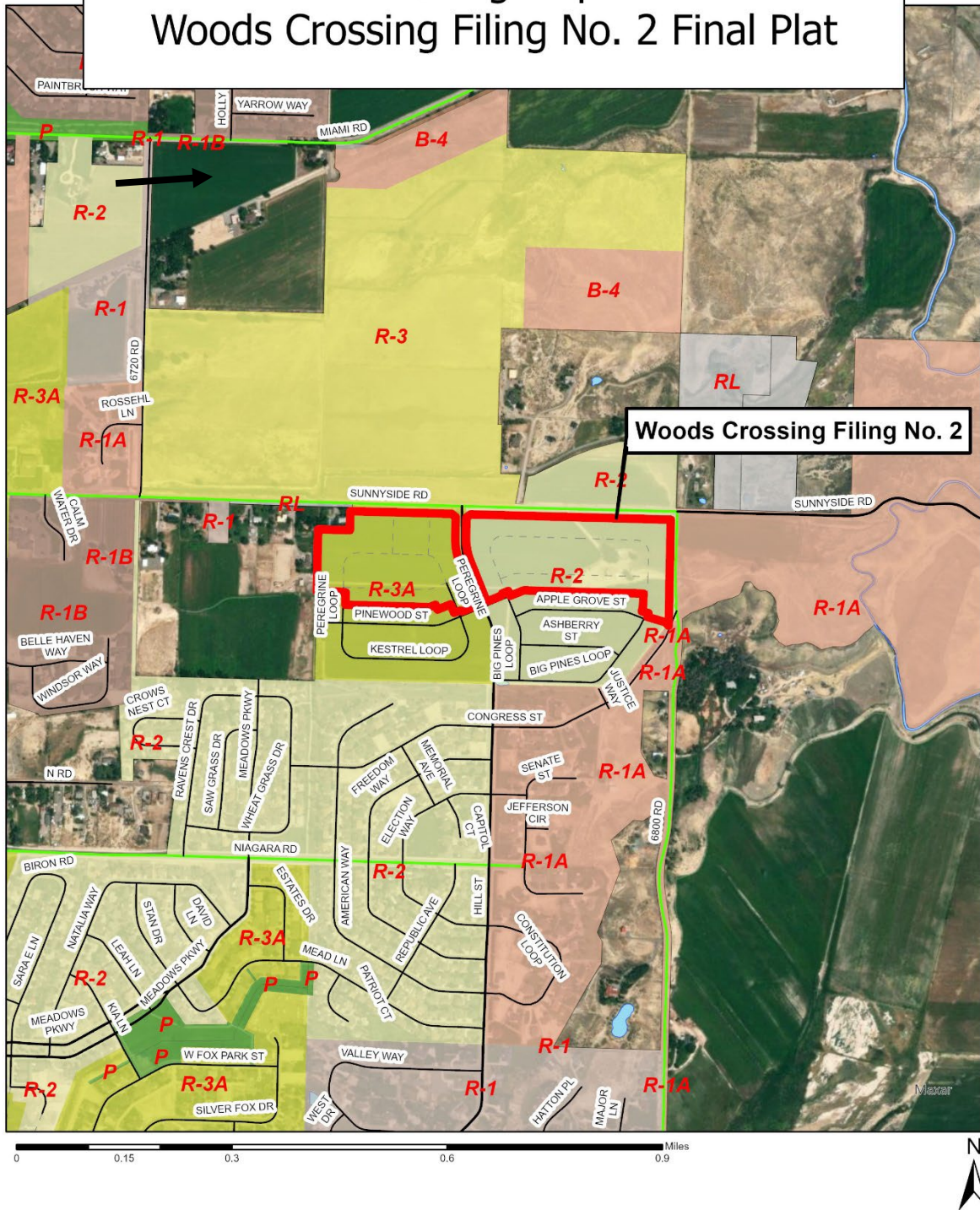


EXHIBIT A: Area Maps

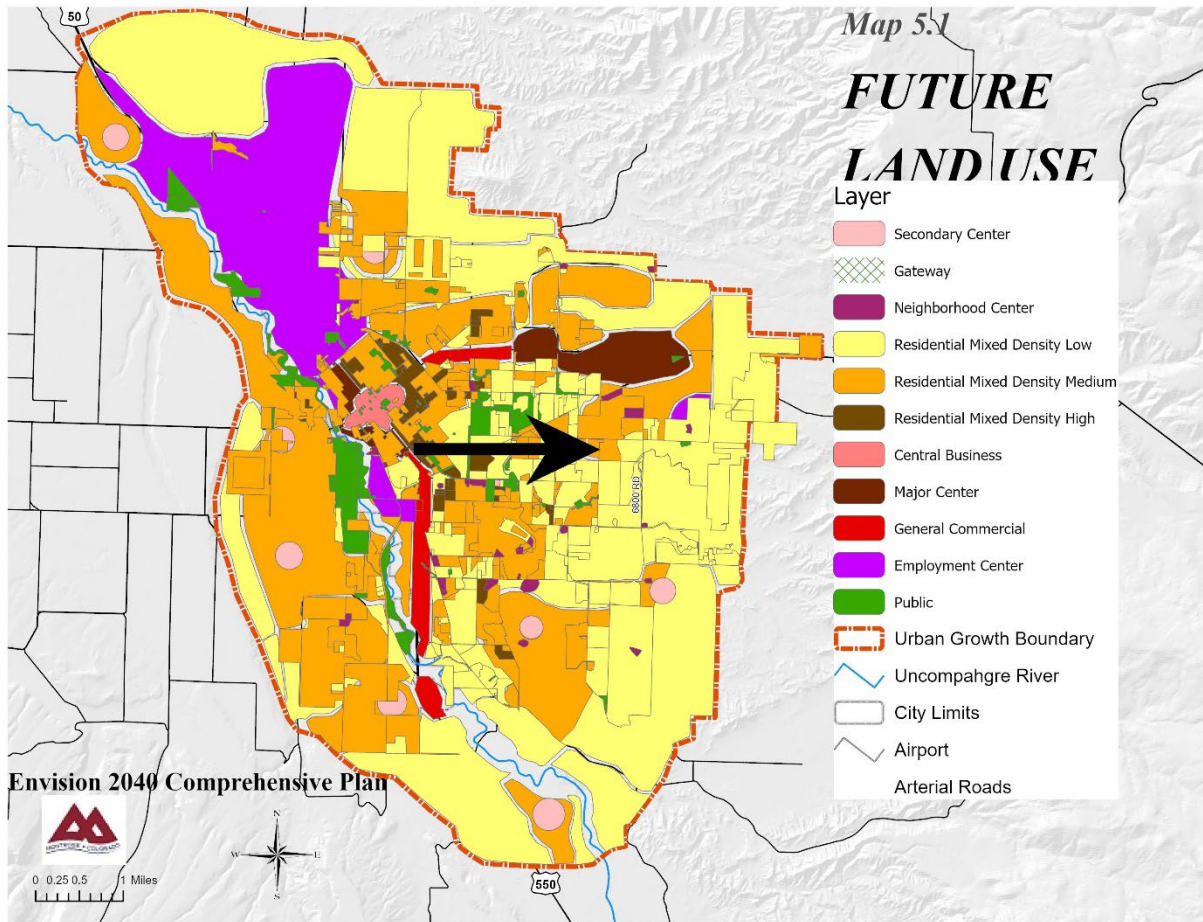


Zoning Map

Woods Crossing Filing No. 2 Final Plat



Comprehensive Plan Future Land Use Map



WOODS CROSSING

FILING NO. 2

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



VICINITY MAP
N.T.S.

1. Local Improvement District

All lots platted hereon shall be subject to an assessment for the costs to construct improvements to that portion of Sunnyside Road and 6800 Road that abuts the Subdivision, said improvements including curb, gutter, sidewalk, drainage, base and pavement, and other related improvements. The Montrose City Clerk is hereby appointed as the Attorney-in-fact of each of the owners of the Woods Crossing Filing No. 2 for the purposes of executing improvement district petitions on their behalf, voting on their behalf in any election to approve any financial obligations for such improvement districts and for all other purposes related to the formation of such districts and construction of such improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lots.

2. Drainage Easements

All open space tracts shown hereon shall be entirely encumbered by drainage easements. These drainage easements, as well as all other drainage easements shown hereon and not specifically labeled as private, shall be owned and maintained by an owners' association, or in the absence of an owners' association lawfully formed for such purposes, by the owners of all lots final platted in Woods Crossing jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the placement of fill, construction of fencing and other improvements, or the planting or encroachment of tress and shrubs and other impeding vegetation. The City is not responsible or liable in any manner for the maintenance, repair or operation of any pipelines, ditches or improvements as located within said easements or open space tracts. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

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

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

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

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

B. Drainage

All Open Space Tracts contain drainage swales, sheet flow areas and/or improvements that are to be maintained by an Owner's Association.

C. Certificate of Good Standing

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

D. Declaration of Covenants Recorded

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

4. Money in lieu of School Land Dedication

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

5. Money in lieu of Park Land Dedication

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

6. Final Plat Conditional Approval

The approval of the Woods Crossing Filing No. 2 Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

7. Low Municipal Water Pressure

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

8. Road Names

Proposed road dedication(s) on the Woods Crossing Amended Preliminary Plat deviate from the previously approved Woods Crossing Preliminary Plat. The applicant's requested amendments necessitate changes to the names of previously dedicated streets. Upon approval of this plat, the City of Montrose will administratively change the existing Big Pines Loop to Big Pines Drive and Falcon Drive, necessitating address changes for some previously addressed lots.

9. Celebration Avenue

Development of Block 15, Lot 1 requires frontage improvements along Sunnyside Road, as approved with the Site Development Application package or through a separate subdivision process. Further, unless otherwise agreed, the cost of construction of Celebration Avenue will be split evenly between the owners of Block 15, Lot 1 and Outlot 4. Development of Block 15, Lot 1 will at a minimum require an all-weather, emergency access road to be built on the future Celebration Avenue ROW. Eventual completion and dedication of the Celebration Avenue ROW and infrastructure will also require the dedication of Tract M and construction of associated utilities and drainage (costs to be borne by the owner of Outlot 4).

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Outlot 1 and Outlot 2, Woods Crossing Filing No. 1, according to the Plat recorded January 26, 2022 at Reception No. 946233, County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided into lots, as shown on this plat, under the name and style of WOODS CROSSING FILING NO. 2.

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

Executed this _____ day of _____, 20____.

Miami Road Properties, LLC

STATE OF COLORADO)

)ss.

COUNTY OF MONTROSE)

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

Witness my hand and official seal.

My commission expires _____

Notary

SURVEYOR'S CERTIFICATE

I, Frederick Ballard, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law, and do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights-of-way in evidence or known to me to exist on or across said property except as shown on this plat. I further certify that all monuments shown hereon actually exist and their positions are as shown.

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title commitment issued by Fidelity National Title Insurance Company, dated January 10, 2023, bearing policy number 210-F00545-23.

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

Date: _____

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing between the found 2" aluminum cap at the Northeast Corner of Section 36, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado and the found 2 1/2" aluminum cap LS16835 at the East 1/4 corner of said Section 36 bears S01°09'36"W (ASSUMED)

ENGINEER'S CERTIFICATE

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

Steven Stevenson, P.E.
Registration No. 40020
Date: _____

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Title Policy No. _____ issued by _____ Title Insurance Company, dated _____, 200____ (the "Title Policy"), which insures to _____ the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Policy, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Title Policy.

Attorney
Atty. Reg. No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, _____, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Letter of Substantial Completion has been issued Security for the two (2) year warranty on all public improvements has been received to be held in escrow by the City in accordance with Municipal Code § 4-7-6 (D), and other applicable City ordinances and regulations. The following landscaping and/or irrigation improvements have been secured with a Subdivision Improvement Agreement: _____

City Engineer
Registration No. _____
Date: _____

APPROVAL OF CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Atty. Reg. No. _____

APPROVAL OF CITY COUNCIL

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

Mayor

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of

_____, on the _____ day of _____, 20____ under Reception No. _____

Clerk and Recorder
Montrose County, Colorado

Deputy

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

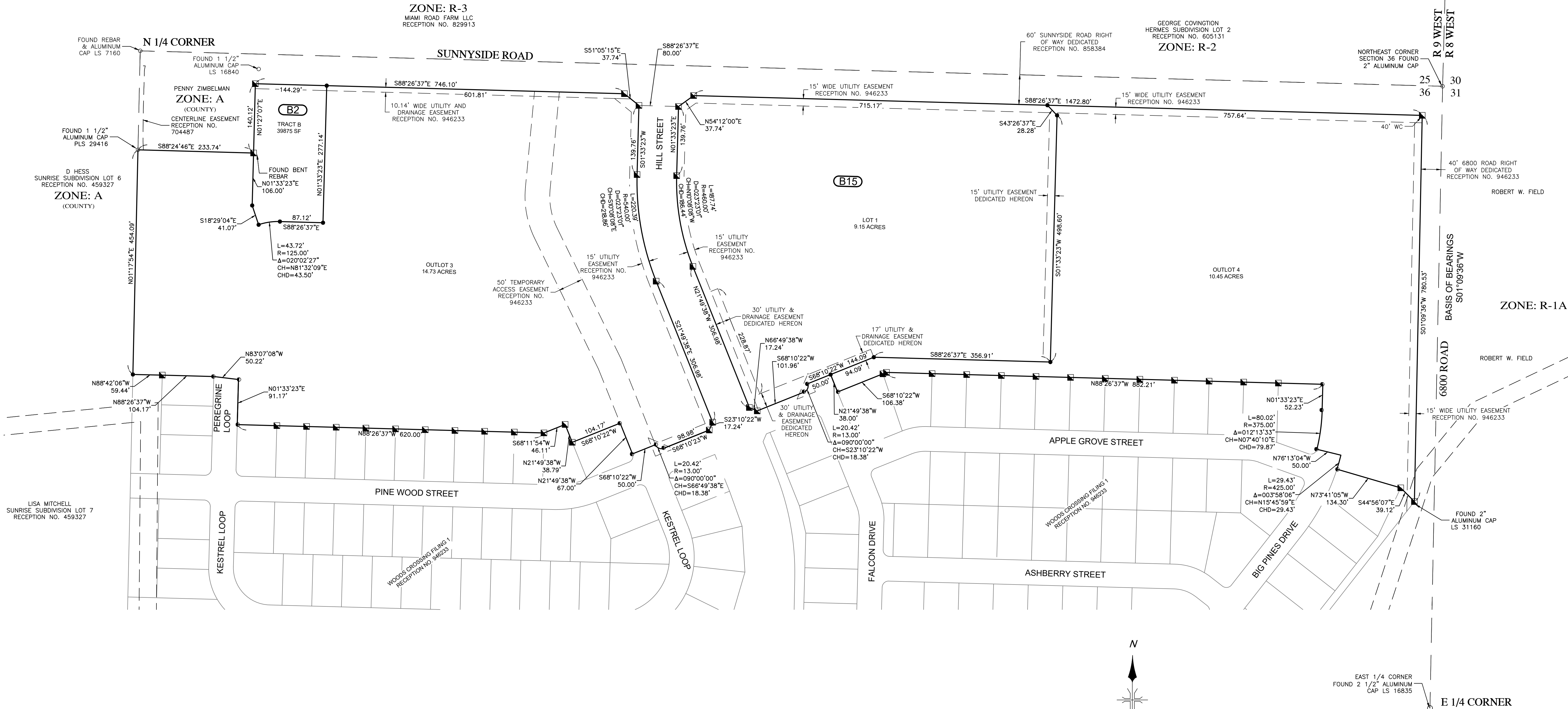
DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. W Montrose, CO 81401 T (970) 249-2231 www.del-mont.com service@del-mont.com	
FIELD BOOK:	DRAWN BY: DCC	DATE: 2023-06-14	
SHEET: 1 of 2	FILE: 22233V_PLAT-F2	JOB NO.: 22223	TYPE: FINAL PLAT

TITLE: WOODS CROSSING FILING NO. 2	CLIENT: MIAMI ROAD PROPERTIES, LLC
ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	

WOODS CROSSING

FILING NO. 2

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

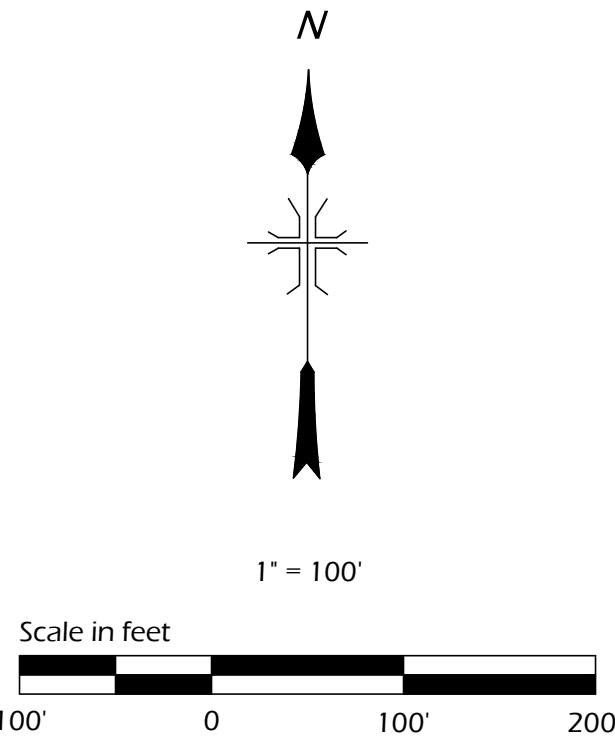


LEGEND

- ⊙ = EXISTING SANITARY SEWER MANHOLE
- ⊕ = EXISTING UTILITY POLE
- = EXISTING GUY ANCHOR
- = FD. REBAR & CAP (L.S. AS NOTED)
- = FOUND 1 1/2" ALUMINUM CAP ON 5/8" REBAR PLS 37690
- = SET 1 1/2" ALUMINUM CAP ON 5/8" REBAR PLS 37690
- = FOUND ALUMINUM CAP WITNESS CORNER
- = 15' WIDE UTILITY EASEMENTS ALONG ALL STREETS, LOOPS AND COURTS UNLESS OTHERWISE NOTED
- △ = SIGHT ZONE TRIANGLES

AREA SUMMARY

LOTS	= 9.15 ACRES
RIGHTS-OF-WAY	= 0.00 ACRES
OPEN SPACE (TRACT B)	= 0.92 ACRES
OUTLOTS	= 25.18 ACRES
TOTAL AREA	= 35.25 ACRES



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

FIELD BOOK:		DRAWING BY: DCC		DATE: 2023-06-14	
SHEET: 2 of 2		FILE: 2223V_PLAT-F2		JOB NO.: 22223	
TITLE: WOODS CROSSING FILING NO. 2		CLIENT: MIAMI ROAD PROPERTIES, LLC		ADDRESS & PHONE: 1521 OXBOW DR. SUITE 210 MONTROSE, CO 81401 970-249-3398	
TYPE: FINAL PLAT					



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18 18, 2023
RE: Bear Creek Subdivision Filing No. 8 Final Plat
ATTACHMENTS
● Exhibit A: Maps

City Council Consideration:

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

Application Background:

The Bear Creek Subdivision is located in northern Montrose, east of 6350 Road and south of Lincoln Road. Filing No. proposes to create 37 new single-family residential lots. The property is approximately 53.36 acres in size, with 5.18 acres dedicated to residential lots, 2.87 acres to rights-of-way, 3.75 acres of open space, and the remaining 41.56 acres consisting of outlots for future development. The property is zoned “R-3A” Medium High Density District and “R-5” Low Density/Manufactured Housing District. The preliminary plat was approved in September 2021.

Applicant: Matt Miles, Leadership Circle, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size required for the Bear Creek PD Plan, Reception #720865.
2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.



3. Utilities

- a. Easements are shown.
- b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

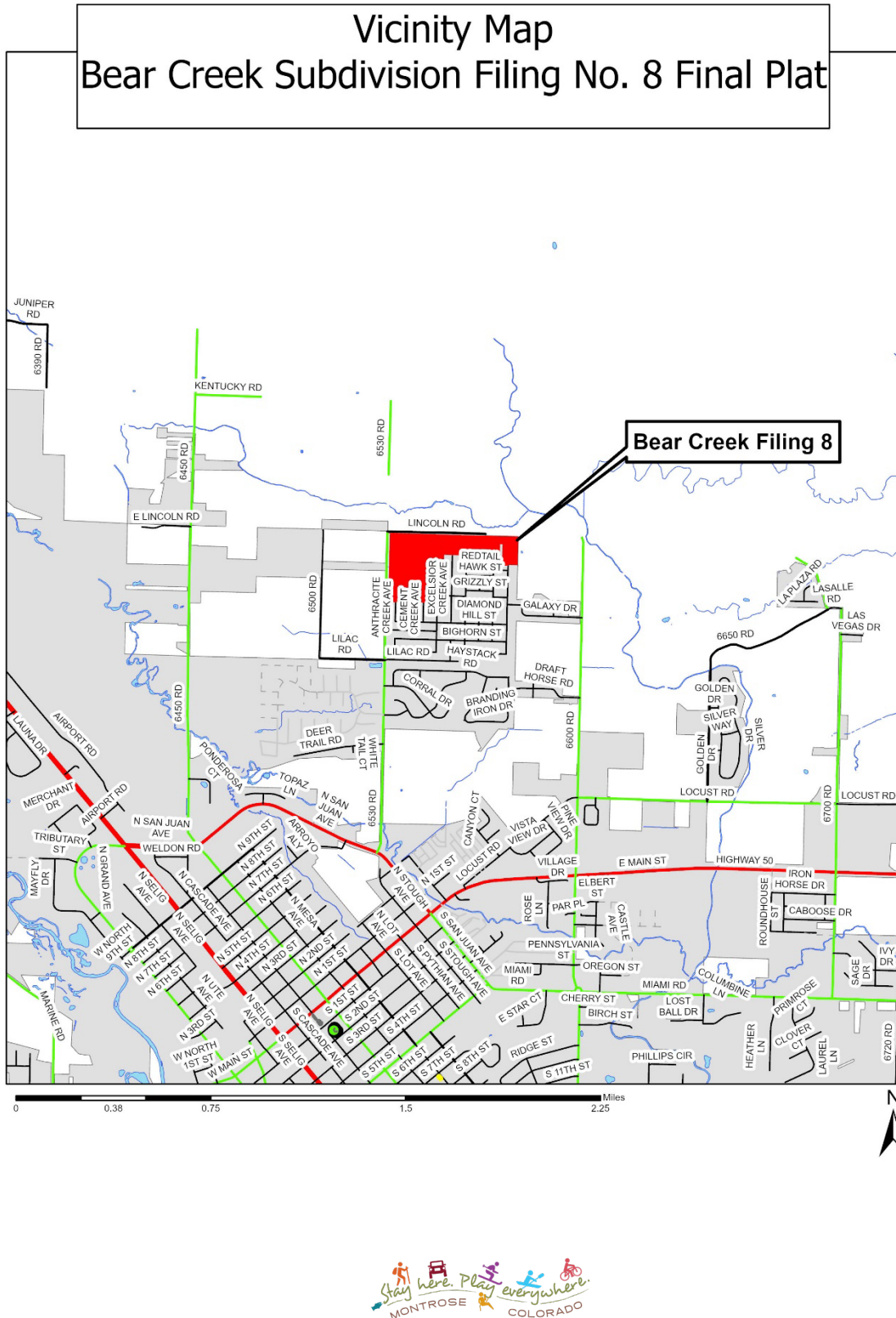
Staff Recommendation: Conditional Approval

Conditions:

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

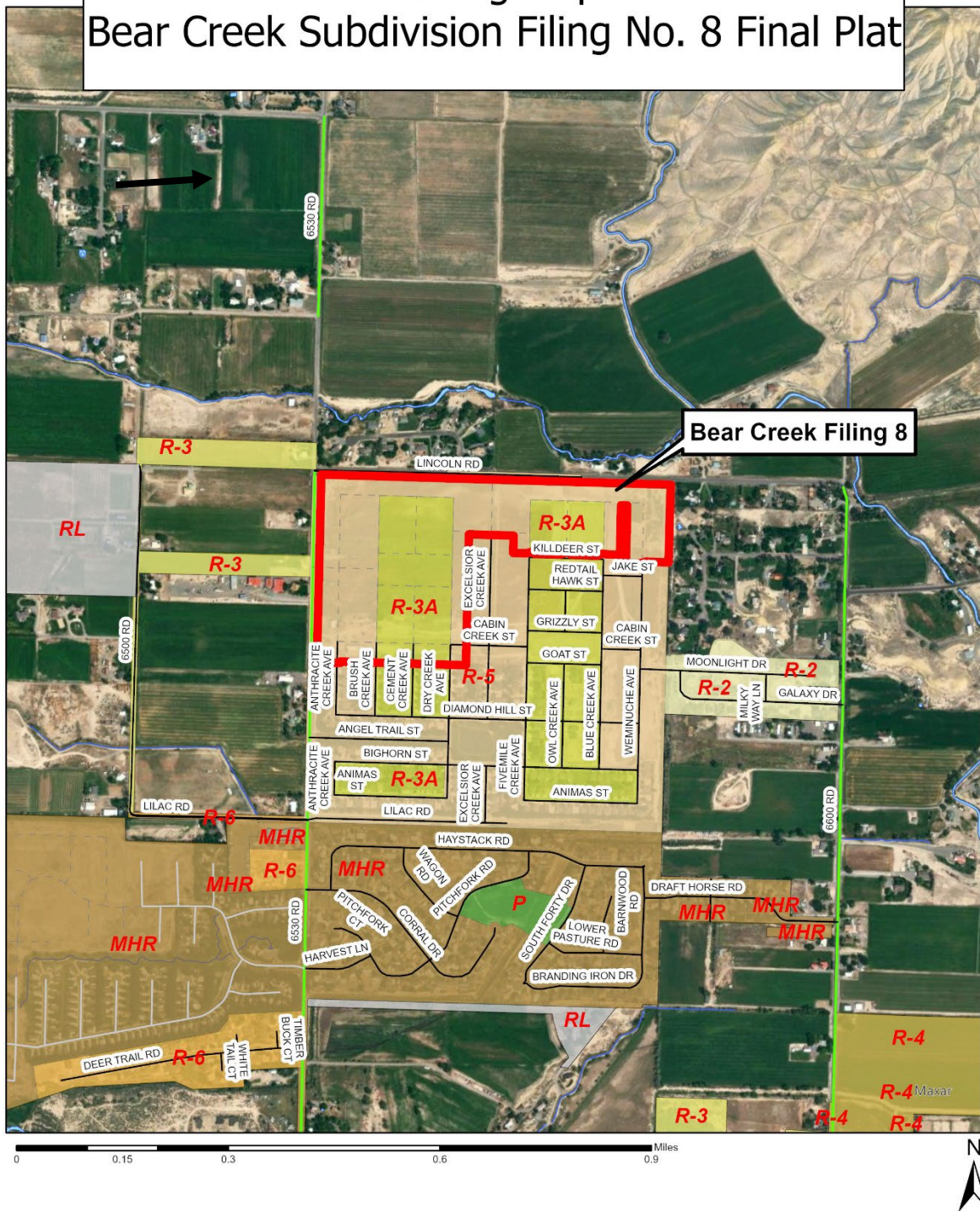


EXHIBIT A: Area Maps

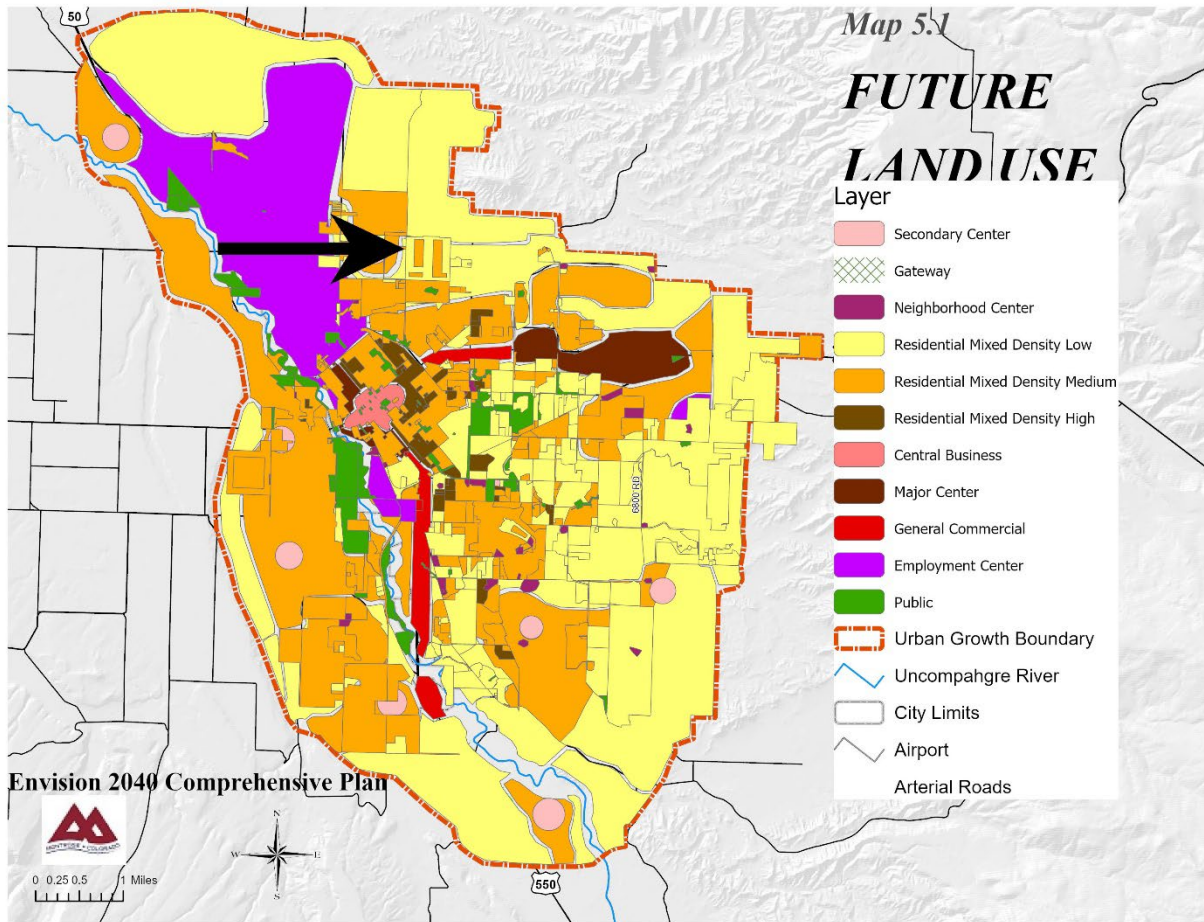


Zoning Map

Bear Creek Subdivision Filing No. 8 Final Plat

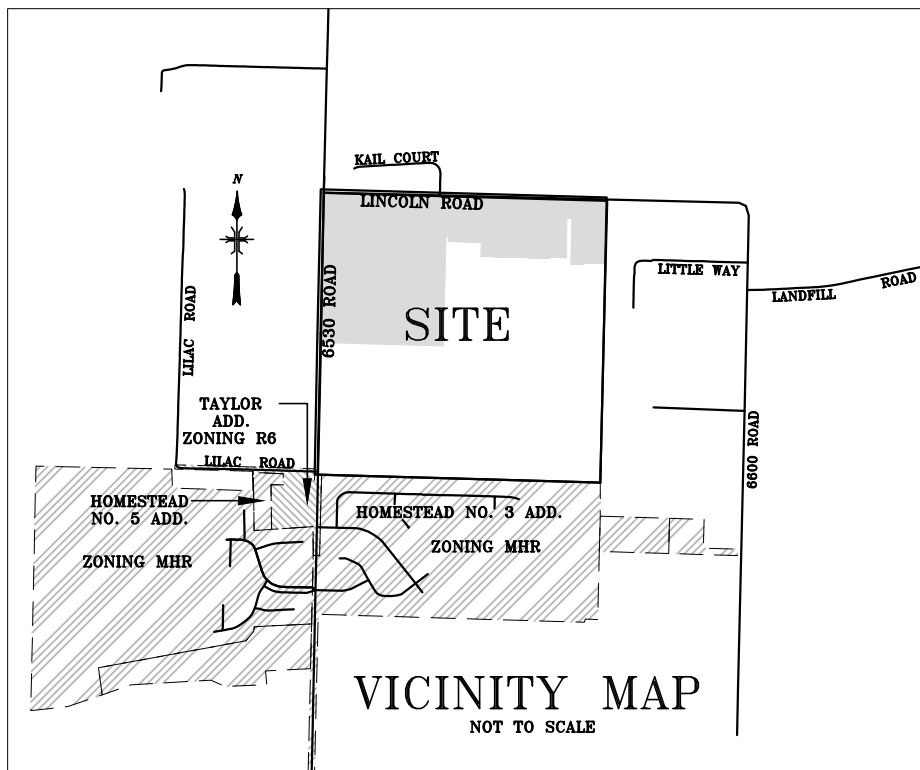


Comprehensive Plan Future Land Use Map



BEAR CREEK SUBDIVISION FILING NO. 8

SITUATED IN SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 15
AND NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 22,
TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

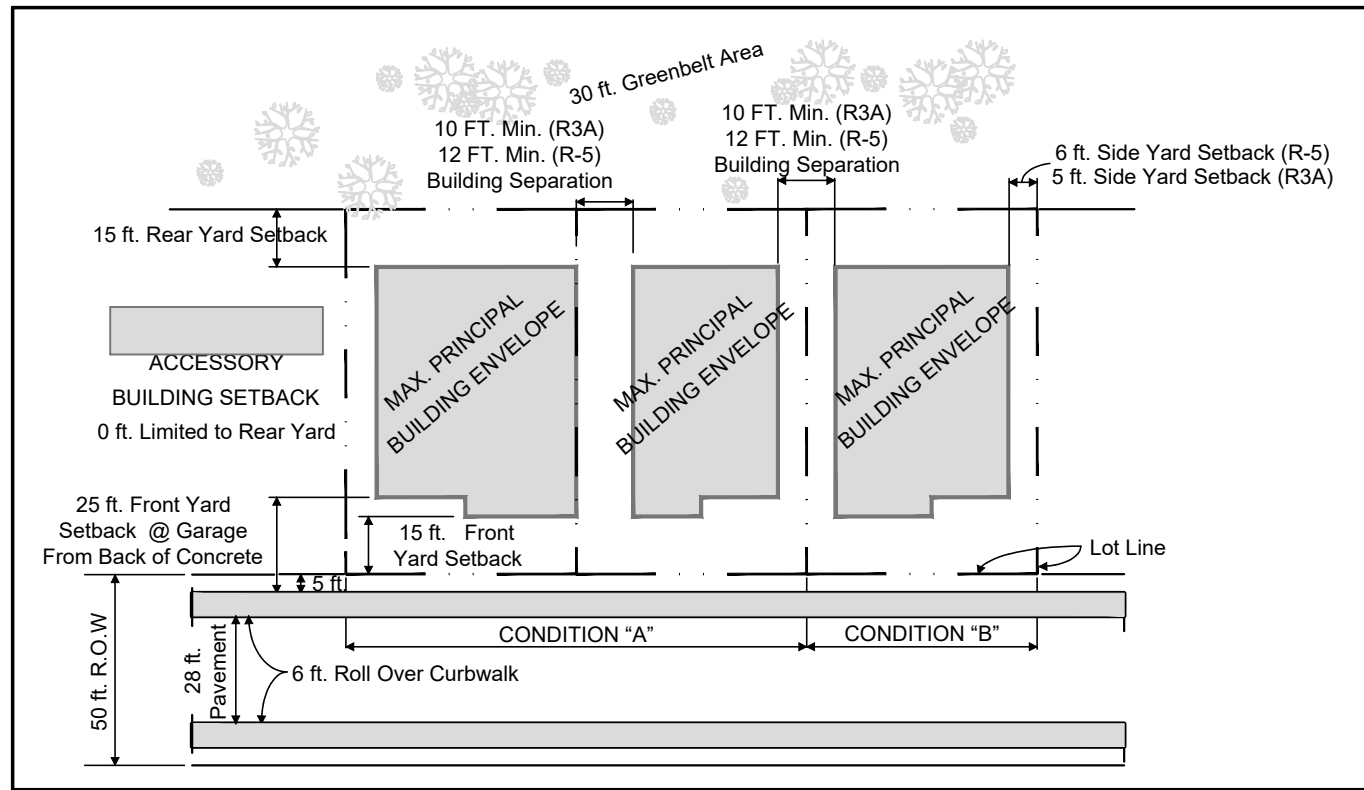


SECTION EXHIBIT
NOT TO SCALE

AREA SUMMARY:	
RIGHT-OF WAY	2.87 ACRES
OPEN SPACE	3.75 ACRES
LOTS	5.18 ACRES
OUTLOT 8	35.91 ACRES
OUTLOT A	5.65 ACRES
TOTAL	53.36 ACRES

DEVELOPER: LEADERSHIP CIRCLE LLC
P.O. BOX 239
MONTROSE, CO 81402

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



TYPICAL PLANNED DEVELOPMENT ZONE
BUILDING SETBACK REQUIREMENTS

Per P.D. Plan Bear Creek Subdivision Rec. No. 720865
NOT TO SCALE

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Outlot 7 of Bear Creek Subdivision Filing No. 7 as Recorded at Recp. No. 953372
County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Bear Creek Subdivision Filing No. 8, and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Excelsior Creek Avenue, Loan Street, Weminuche Avenue, Blue Creek Avenue, and Maggie Gulch Street as hereon shown.

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

Executed this ____ day of _____, 20____.

Matt Miles,
BEAR CREEK LAND & DEVELOPMENT, LLC a Colorado Limited Liability Company

STATE OF COLORADO }
COUNTY OF MONTROSE }ss.

The foregoing certificate was acknowledged before me this _____ day of

_____, 20____ by Matt Miles.

My commission expires _____.

Witness my hand and seal _____
Notary Public

MISCELLANEOUS PLAT NOTES

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

2. In agreement with the approved P.D. Plan for Bear Creek Subdivision as recorded in the Montrose County Public Records at Reception No. 720865, all Open Space Tracts, Parks, and future Community Center Tract(s) now existing or hereafter dedicated, shall be owned and maintained by a homeowners association, or until such time as a homeowners association is lawfully formed for such purposes, by the owners of all lots as platted hereon, jointly and severally. The City is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owner, or the City may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

2A. By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the Lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit claim(s) to Bear Creek H.O.A. Inc., a Colorado nonprofit corporation, Open Space Tracts 1, 2 and 23-3 shown and designated on this Plat.

2B. Open Space Tract 23-3 will contain improved pedestrian facilities for the use of the public.

2C. The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing Bearing Confirmation No. 20041403448, from the Colorado Secretary of State, as proof of the above-named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

2D. The Declaration of Covenants, Conditions, and Restrictions for Bear Creek H.O.A. Inc., applicable to the development platted hereon, and made binding to the entity named above, was recorded under Reception No. 732353, on the 2nd day of February, 2005 in the office of the Montrose County Clerk and Recorder.

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

4. The irrigation easements shown hereon, and/or as shown on the approved P.D. Plan for Bear Creek Subdivision as recorded in the Montrose County Public Records at Reception No. 720865, shall be owned and maintained by a homeowners association, or until such time as a homeowners association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally and shall not be impeded or altered in any way so as to impact the historic delivery of water, unless otherwise agreed by all owners of interest in said easements or any water rights associated therewith. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

FINAL PLAT CONDITIONAL APPROVAL

The approval of the Bear Creek Subdivision Filing No. 8 Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

AIRPORT INFLUENCE AREA NOTICE:

The Bear Creek Subdivision Filing No. 8 is located approximately 1 mile east of the the Montrose Regional Airport. The Bear Creek Subdivision Filing No. 8 is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Bear Creek Subdivision Filing No. 8 is subject to overflights and the effects thereof, which may include but is not limited to noise, vibration, fumes and dust.

BASIS OF BEARINGS:

The bearing between the referenced Mag Nail at the Northwest corner of Section 22, Township 49 North, Range 9 West New Mexico Principal Meridian and the found 1 1/2" Aluminum Cap on 3/4" Rebar (illegible) for the Northeast corner of said Section 22, bears S88°22'44"E (ASSUMED).

LINEAL UNITS STATEMENT:

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

SURVEYORS CERTIFICATE

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

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title Company, dated August 20, 2021 bearing policy number F0723227-397-DG0.

PRELIMINARY

Colorado Registered Land Surveyor:
Nicholas Barrett
Registration No. 38037

Date: _____

ENGINEER'S CERTIFICATE

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

Steven Stevenson, P.E. Registration No. 40020

Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, Scott Murphy, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Letter of Substantial Completion has been issued, as required by the City's Municipal Code.

City Engineer
Registration No. _____

Date: _____

ATTORNEY'S CERTIFICATE

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

Attorney
Registration No. _____

Date: _____

APPROVAL OF CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Atty. Reg. No. _____

APPROVAL OF CITY COUNCIL

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

Mayor

RECORDER'S CERTIFICATE

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

County Clerk and Recorder Deputy

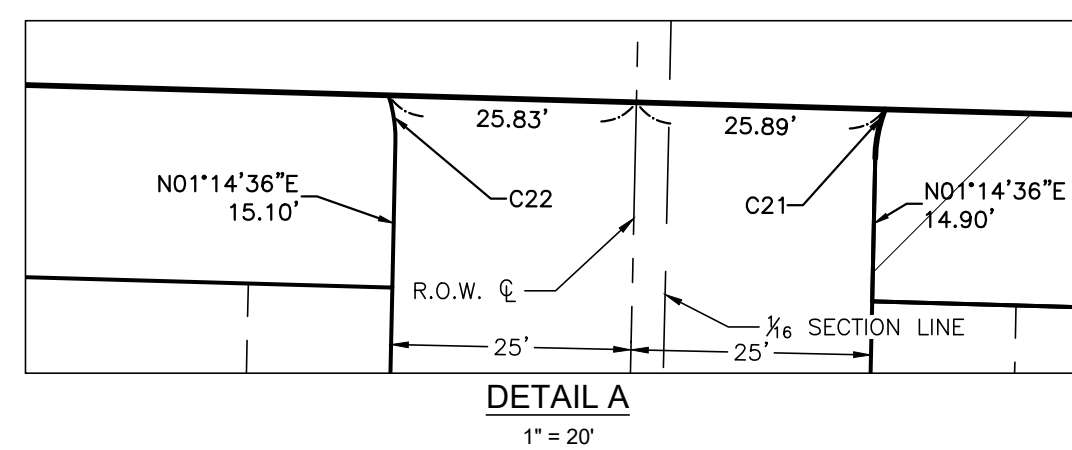
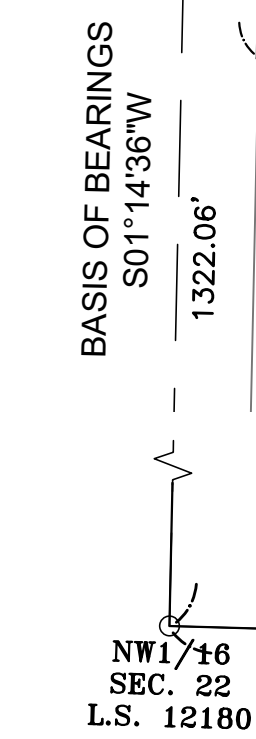
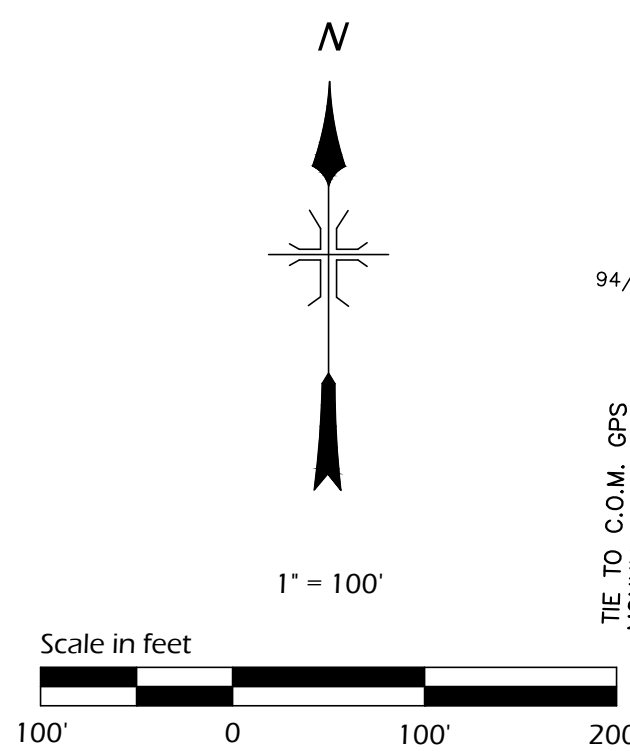
DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com service@del-mont.com	
FIELD BOOK:	DRAWN BY: DCC/MGW	DATE: 2023-06-20	TITLE: BEAR CREEK SUBDIVISION FILING NO. 8
SHEET: 1 of 2	FILE: 22045V_PLAT-FILING 8	JOB NO.: 22045	CLIENT: LEADERSHIP CIRCLE LLC
			ADDRESS & PHONE: P.O. BOX 239 MONTROSE, CO 81402
			TYPE: FINAL PLAT

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

SITUATED IN SE¹/₄SW¹/₄, SW¹/₄SE¹/₄ SECTION 15 AND NE¹/₄NW¹/₄, NW¹/₄NE¹/₄ SECTION 22,
TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

- = FOUND 5/8" X 18" REBAR WITH 1 1/2" CAP (L.S. 16840)
- = FOUND 5/8" X 18" REBAR WITH 1 1/2" CAP (L.S. 38037)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP (L.S. 38037)
- Ⓐ = 15' PRIVATE IRRIGATION EASEMENT
- Ⓑ = 15' UTILITY EASEMENT
- Ⓒ = DRAINAGE EASEMENT COVERING ENTIRE OPEN SPACE (WIDTH VARIES)
- Ⓓ = 15' DRAINAGE EASEMENT (CONTINUES TO STREET)
- = UTILITY EASEMENT DEDICATED TO THE CITY OF MONTROSE (WIDTH VARIES)
- 40' = SIGHT TRIANGLE PER CITY OF MONTROSE SUBDIVISION REGULATIONS
- 10' = BLOCK NUMBERS
- 328

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.46'	15.00'	089°36'55"	N43°33'51"W	21.14'
C2	13.62'	15.00'	052°01'12"	S27°15'13"W	13.16'
C3	34.99'	50.00'	040°05'55"	N33°12'52"E	34.28'
C4	49.64'	48.56'	058°34'22"	N15°11'58"W	47.51'
C5	39.60'	50.00'	045°22'51"	N66°15'17"W	38.58'
C6	44.90'	50.00'	05°126'49"	S65°19'53"W	43.40'
C7	13.62'	15.00'	052°01'12"	N65°37'05"E	13.16'
C8	23.66'	15.00'	090°23'05"	S46°26'09"W	21.28'
C9	23.46'	15.00'	089°36'55"	N43°33'51"W	21.14'
C10	23.66'	15.00'	090°23'05"	N46°26'09"E	21.28'
C11	23.46'	15.00'	089°36'55"	N43°33'51"W	21.14'
C12	23.66'	15.00'	090°23'05"	S46°26'09"W	21.28'
C13	13.62'	15.00'	052°01'12"	N24°46'00"W	13.16'
C14	19.55'	50.00'	022°14'27"	N39°34'27"W	19.43'
C15	60.14'	50.00'	068°54'57"	S06°05'10"W	56.58'
C16	37.22'	50.00'	042°38'48"	S61°52'02"W	36.36'
C17	52.76'	50.00'	060°27'27"	N66°34'50"W	50.35'
C18	13.62'	15.00'	052°01'12"	N62°21'43"W	13.16'
C19	23.46'	15.00'	089°36'55"	N43°33'51"W	21.14'
C20	23.66'	15.00'	090°23'05"	S46°26'09"W	21.28'
C21	5.20'	15.00'	019°50'59"	N11°10'06"E	5.17'
C22	5.00'	15.00'	019°05'12"	N08°17'59"W	4.97'



PRELIMINARY

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

FILE LOCATED AT: \\DMS14\PROJECTS\ACTIVE PROJECTS\2021\21020-LEADERSHIP CIRCLE-BEAR CREEK AMD #4 PRELIM PLAT\C3D\SHEETS\PHASE 8B 22045



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

FIELD BOOK:

DRAWN BY: *DCC/MGW*

DATE: 2023-06-20

SHEET: 2 of 2

FILE:	22045V_PLAT-FILING 8
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JOB NO.: 22045

TITLE **BEAR CREEK SUBDIVISION**
FILING NO. 8

CLIENT: **LEADERSHIP CIRCLE LLC**

ADDRESS & PHONE: **P.O. BOX 239**
MONTROSE, CO 81402

TYPE: *FINAL PLAT*



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner II
DATE: July 18, 2023
RE: Historic Property Designation Application for the Methodist Episcopal Church of Montrose

City Council Consideration:

On June 27, 2023, the City of Montrose Historic Preservation Commission considered an application for historic property designation of the Methodist Episcopal Church of Montrose, located at 19 S Park Ave, according to Section 11-3 of the Montrose Municipal Code. The commission voted unanimously to recommend to the City Council for approval as a historic property.

Staff Analysis:

In reviewing the application, City staff submitted and the commission concurred with the following findings:

1. The structure meets the eligibility criteria per Montrose Municipal Code 11-3-3 (B) as follows:
 - a. The building is over fifty years old.
 - b. The building is significant for its association with the religious history of Montrose, having been completed in 1920, and retaining its original use.
 - c. This building was designed by architect Thomas Pellatt Barber, whose work throughout Colorado and California has been nationally recognized as having historical value.
 - d. This building is significant for its Romanesque Revival style architecture exterior, with a tower and interior in line with the Akron Plan of churches
2. The structure has been found to also meet the integrity criteria per Montrose Municipal Code 4-15-3 (C).

ORDINANCE NO. 2633

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, DESIGNATING THE METHODIST EPISCOPAL CHURCH OF MONTROSE, WITH AN HISTORIC ADDRESS OF 19 SOUTH PARK AVENUE, MONTROSE, COLORADO, AS A CITY OF MONTROSE HISTORIC PROPERTY PURSUANT TO § 11-3 OF THE OFFICIAL CODE OF THE CITY OF MONTROSE

WHEREAS, pursuant to Montrose City Code, Chapter 11-3, City Council has established a public policy encouraging the protection, enhancement and perpetuation of historic properties within the City; and

WHEREAS, by motion approved on June 27, 2023, the City of Montrose Historic Preservation Commission (the “Commission”) determined the Methodist Episcopal Church of Montrose building, with an historic address of 19 South Park Avenue in Montrose, as more specifically described in the legal description below (the “Property”), is eligible for the historic property designation pursuant to Montrose City Code § 11-3-3 as follows: the building is over fifty (50) years old; the building is significant for its association with the religious history of Montrose, having been completed in 1920, and retaining its original use; the building was designed by architect Thomas Pellatt Barber, whose work throughout Colorado and California has been nationally recognized as having historical value; the building is significant for its Romanesque Revival style architecture exterior, with a tower and interior in line with the Akron Plan of churches; and

WHEREAS, the property is listed in the Colorado State Register of Historic Properties and the National Register of Historic Places; and

WHEREAS, the Commission further determined the Property meets the criteria set forth in City Code § 11-3-3, is eligible for designation as an historic property, and has recommended to the City Council the Property be designated as an historic property; and

WHEREAS, the owner of the Property has consented to such historic property designation and desires to protect the Property; and

WHEREAS, such historic property designation will preserve the Property’s significance to the community; and

WHEREAS, the City Council has reviewed the recommendation of the Commission and desires to follow such recommendation and designate the Property as an historic property; and

WHEREAS, designation of the Property as an historic property is necessary for the prosperity, civic pride, and welfare of the public.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Property located in the City of Montrose, Montrose County, Colorado, is described as follows, to wit:

LOTS 13 – 20 INCLUSIVE AND THE WESTERLY 1/2 OF LOT 21,
BLOCK 49, TOWN OF MONTROSE, NOW A PART OF THE CITY OF
MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

also known by street and number as 19 SOUTH PARK AVENUE., MONTROSE, CO
81401

Section 3. Alteration, additions, and other changes to the building and structures located on the Property will be reviewed for compliance with Montrose City Code § 11-3-5, as currently enacted or hereafter amended.

INTRODUCED, READ and PASSED on first reading this 18th day of July, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its adoption on second reading on Tuesday, the 1st day of July, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this 1st day of August, 2023.

Barbara Bynum, Mayor

ATTEST:

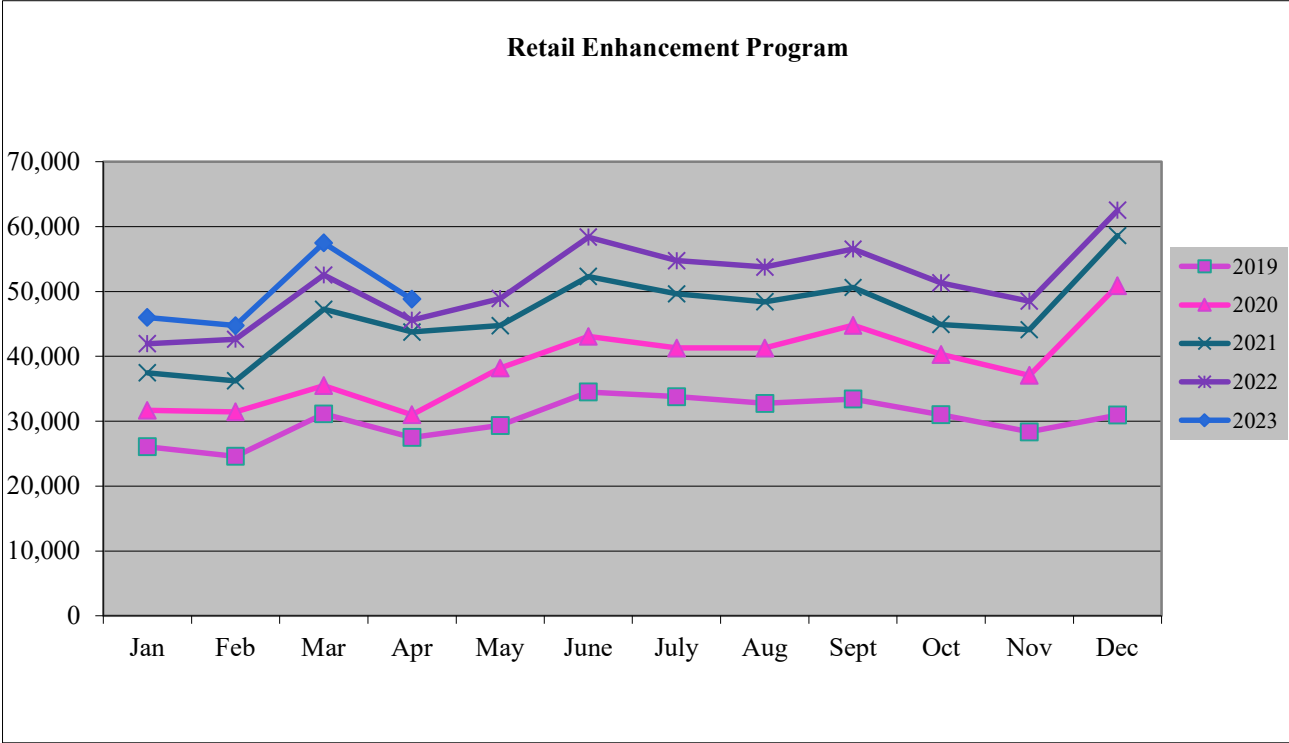
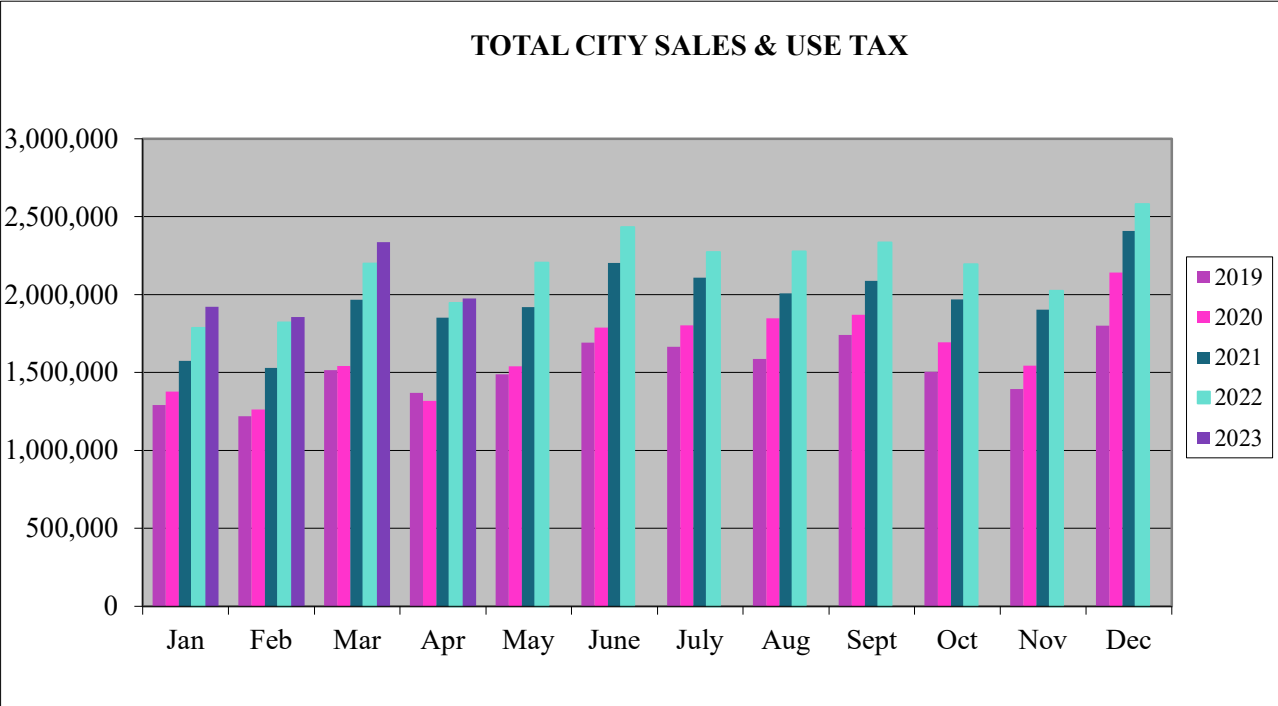
Lisa DelPiccolo, City Clerk

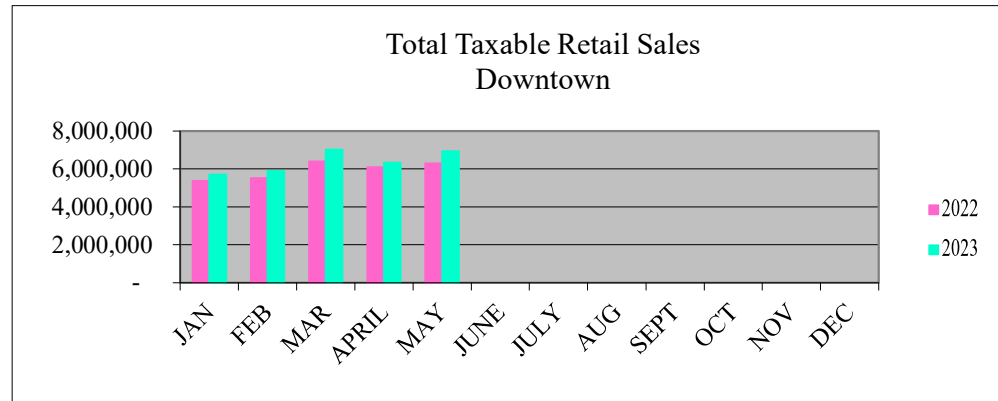
CITY OF MONTROSE
MONTHLY SALES, USE & EXCISE TAX REPORT

Date: July 11, 2023

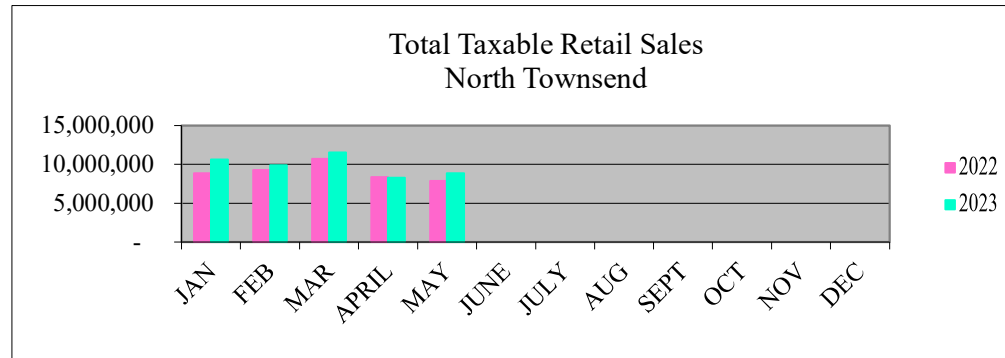
	Retail Sales Tax 3.0%			Construction Use Tax 3.0%			Use & Auto Tax 3.0%			Total Collected Sales and Use Tax			Sales and Use Budget	
	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Budget</i> <i>Budget</i> <i>2023</i>	<i>Variance</i> <i>2023</i>
Month														
Jan	1,781,736	1,577,354	13.0%	30,348	105,404	-71.2%	107,770	103,384	4.2%	1,919,854	1,786,141	7.5%	1,648,056	16.5%
Feb	1,706,581	1,604,527	6.4%	43,433	86,060	-49.5%	105,085	131,237	-19.9%	1,855,099	1,821,824	1.8%	1,683,045	10.2%
Mar	2,173,758	1,987,512	9.4%	27,460	76,046	-63.9%	134,190	134,920	-0.5%	2,335,408	2,198,478	6.2%	2,022,327	15.5%
Apr	1,841,979	1,727,419	6.6%	17,695	87,996	-79.9%	115,977	130,690	-11.3%	1,975,651	1,946,105	1.5%	1,775,429	11.3%
May	1,996,865	1,862,079	7.2%	59,846	230,326	-74.0%	164,704	111,822	47.3%	2,221,415	2,204,227	0.8%	1,988,894	11.7%
June														
July														
Aug														
Sept														
Oct														
Nov														
Dec														
YTD Total	9,500,920	8,758,891	8.5%	178,782	585,832	-69.5%	627,726	612,053	2.6%	10,307,428	9,956,775	3.5%	9,117,751	13.0%

	PSST Retail Sales Tax 0.58%			PSST Construction Use Tax 0.58%			PSST Use & Auto Tax 0.58%			Total Collected PSST Sales and Use Tax			PSST Budget		Montrose Recreation District 0.3%		
	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>	<i>Budget</i> <i>Budget</i> <i>2023</i>	<i>Variance</i> <i>2023</i>	<i>Current</i> <i>Year</i> <i>2023</i>	<i>Prior</i> <i>Year</i> <i>2022</i>	<i>% of</i> <i>Increase/</i> <i>Decrease</i>
Month																	
Jan	344,571	306,061	12.6%	5,867	20,501	-71.4%	20,836	19,988	4.2%	371,274	346,550	7.1%	324,351	14.5%	192,039	179,323	7.1%
Feb	330,129	311,225	6.1%	8,397	19,789	-57.6%	20,316	25,373	-19.9%	358,842	356,387	0.7%	334,061	7.4%	185,611	184,349	0.7%
Mar	420,753	385,493	9.1%	15,169	14,702	3.2%	25,943	26,085	-0.5%	461,865	426,280	8.3%	399,885	15.5%	238,895	220,486	8.3%
Apr	356,184	334,940	6.3%	27,584	17,005	62.2%	22,422	25,267	-11.3%	406,190	377,212	7.7%	353,647	14.9%	210,097	195,107	7.7%
May	386,374	360,979	7.0%	33,199	52,447	-36.7%	31,843	21,619	47.3%	451,416	435,045	3.8%	405,460	11.3%	233,767	225,444	3.7%
June																	
July																	
Aug																	
Sept																	
Oct																	
Nov																	
Dec*																	
YTD Total	1,838,011	1,698,698	8.2%	90,216	124,444	-27.5%	121,360	118,330	2.6%	2,049,587	1,941,472	5.6%	1,817,404	12.8%	1,060,409	1,004,709	5.5%

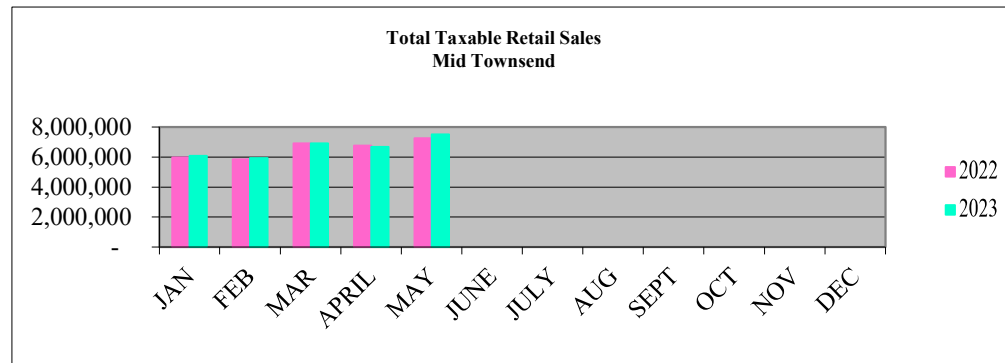




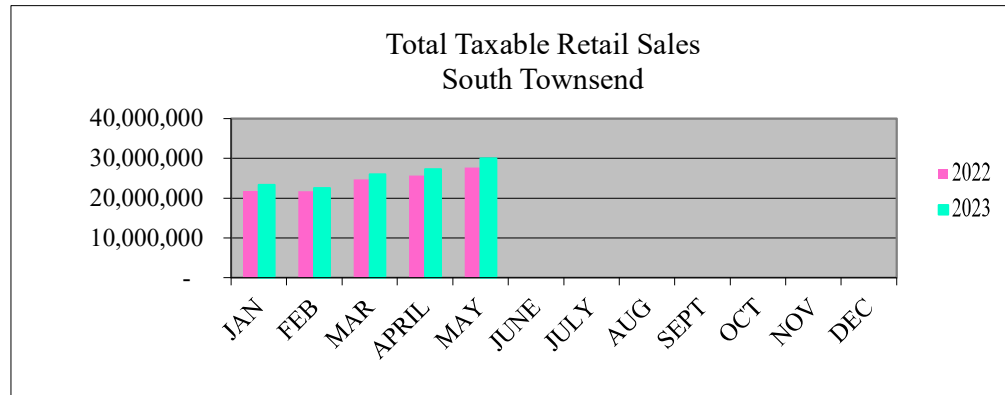
AREA 1: DOWNTOWN BOUNDARY



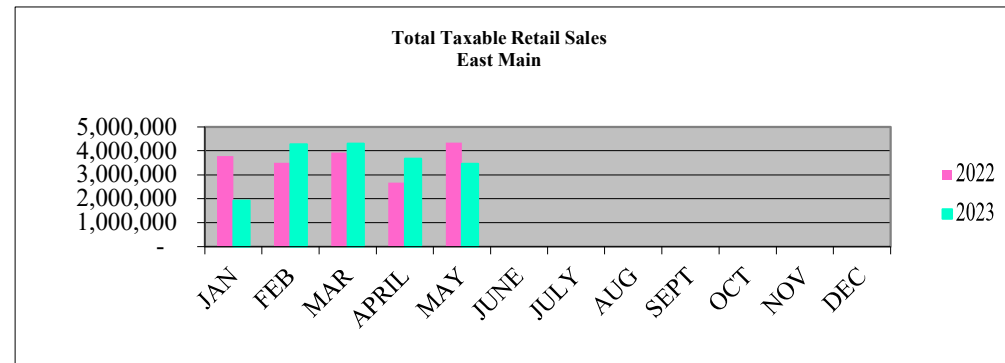
AREA 2: *NORTH CITY LIMIT TO NORTH 2ND STREET



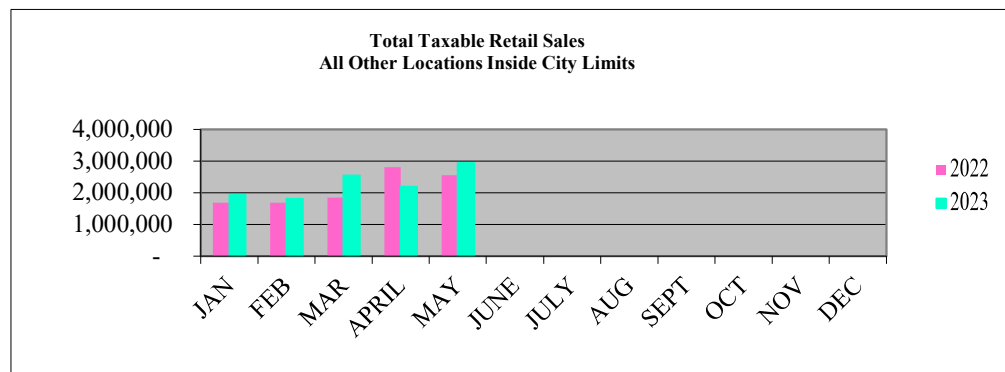
AREA 3: MID TOWNSEND SOUTH 2ND STREET TO E OAK GROVE RD



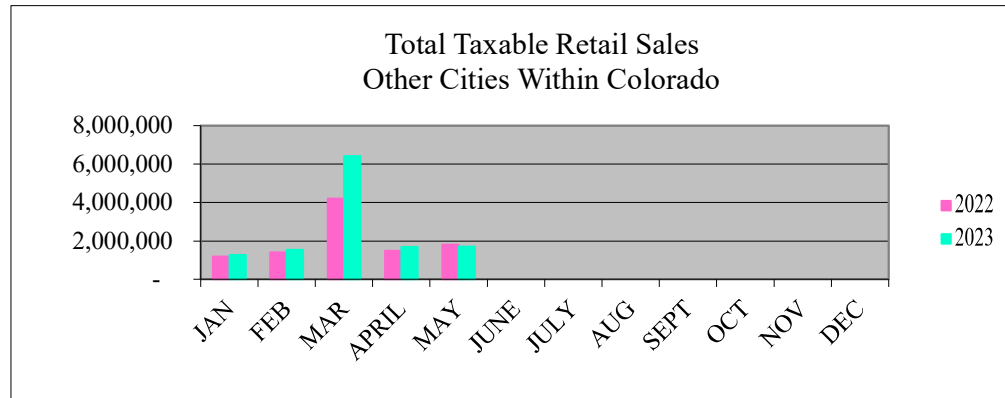
AREA 4: SOUTH TOWNSEND E OAK GROVE RD TO SOUTH CITY LIMIT



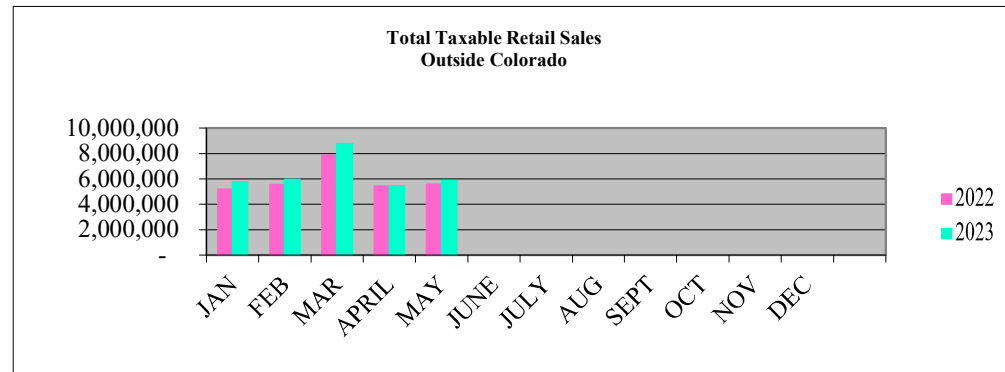
AREA 5: EAST MAIN SAN JUAN AVENUE TO EAST CITY LIMIT



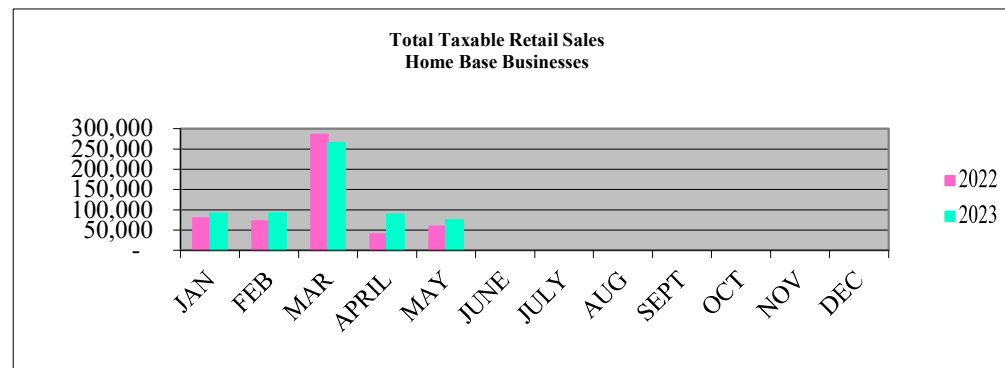
AREA 6: ALL OTHER LOCATIONS INSIDE CITY LIMITS OF MONTROSE



AREA 7: OTHER CITIES WITHIN COLORADO



AREA 8: OUTSIDE COLORADO



AREA 9: HOME BASE BUSINESSES