



CITY COUNCIL WORK SESSION
Monday, November 6, 2023 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be viewed 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. To allow time to book this resource, please email planningmail@cityofmontrose.org at least three (3) days before the meeting.

1) HISTORIC PRESERVATION COMMISSION APPLICANT INTERVIEWS

- Darlene Mora
- John Elo
- Kenn Huff
- Kent Kinsey
- Marleen Gravitz
- Peg Evanoika

2) DISCUSSION ITEMS

- A) Otter Pond Water and Sewer Relocation Special Improvement District (45 minutes)
Staff: City Engineer Scott Murphy, Assistant City Attorney Chris Dowsey, and City Manager William Bell
- B) Proposed Municipal Code Update to Title I, Section 14, Municipal Court Rules of Procedure and Sentencing (15 minutes)
Staff: City Attorney Ben Morris, Judge Erin Maxwell, Assistant City Attorney Matt Magliaro
- C) Niagara-Hillcrest Roundabout Construction Contract Award (10 minutes)
Staff: City Engineer Scott Murphy
- D) Phase 2 Land Development Code Update Contract with Plan Tools, LLC (10 minutes)
Staff: Planning Manager Jace Hochwalt

3) STAFF REPORTS

- A) Third Quarter Crime Statistics and 2A Report Card (10 minutes)
Staff: Police Chief Blaine Hall

4) GENERAL CITY COUNCIL DISCUSSION



Historic Preservation Commission Application

Date: 10/24/2023

Commission Eligibility:

Please check any of the following:

- ☐ I am a professional representing an area of expertise relevant to historic preservation
- ☒ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☒ I make my primary residence within the City of Montrose

Personal Information:

Name: DARLENE MORA

Primary Residence Address: 121 North 9th Street

City: Montrose State: CO. Zip: 81401

Phone: 970596-0064

E-mail Address: moradarlene@gmail.com

Primary Employer: Tri County Health Network

Length of Employment: 10 years

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?

Yes

If yes, please specify name of Board or Commission. Historic Preservation

Date Range: Term ended 10/16/23

Educational background:

Bachelor's

Relevant experience related to historic preservation:

Served last year.

Provide a brief explanation of your interest in historic preservation:

would like to continue being part of the Historic Preservation to assist with projects we started. would like to see the outcome of T.F neighborhood project and the Morada project as well as other projects in the Montrose area.

Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, Darlene Mora, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.

Darlene Mora
Signature of applicant

10/24/2023
Date

Please attach a current resume and return to City Clerk's Office, 400 E. Main Street.



Historic Preservation Commission Application

Date: _____

Commission Eligibility:

Please check any of the following:

- ☐ I am a professional representing an area of expertise relevant to historic preservation
- ☐ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☐ I make my primary residence within the City of Montrose

Personal Information:

Name: _____

Primary Residence Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail Address: _____

Primary Employer: _____

Length of Employment: _____

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?

If yes, please specify name of Board or Commission. _____

Date Range: _____

Educational background:

Relevant experience related to historic preservation:

Provide a brief explanation of your interest in historic preservation:

Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, _____, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.



Signature of applicant

Date

Please attach a current resume and return to City Clerk's Office, 433 South First Street.



John A. Eloë, prior affiliations: AIA | NCARB | LEED AP

Education: University of California, Los Angeles; Master of Architecture / Urban Design, 1976.

University of Colorado;
Bachelor of Architecture, 1971

Retired Architect: Colorado (#304370) and California (C-10497); NCARB

Project Role: Retired

Experience: 44 years total.

Mr. Eloë has diverse experience in a variety of building types and sizes, as well as in city and land planning. He is adept at facilitating user groups to build project consensus through interactive programming. His design talent is effective in developing alternatives that suit specific site, municipal, and regional constraints. He skillfully directs, facilitates, and manages owner, consultant, and design teams of varying sizes.

Areas of Expertise:

- Project Management
- Programming and Planning
- Design
- Research and Technical Development

SELECT PROJECT EXPERIENCE (+ in association while with other firms)

Mesa State College, Grand Junction, CO

- Maverick Center Fieldhouse, Construction Administration Phase
- Residence Halls Renovation (Tolman, Rait, & Piñon), Schematic Design

Colorado Northwestern Community College, Rangely, CO

- Wellness Center
- Master Planning
- Striegel Hall and Rector Hall Renovations

Ute Indian Museum, Montrose, CO

Master Planning for expansion (through Design Development)

Montrose Regional Library, Montrose, CO

25,000 sq. ft. main library with adjoining Mesa State College renovation

Montrose Memorial Hospital Expansion, Montrose, CO

82,000 sq. ft. expansion and remodel

Montrose Community Recreational Center (in association with Barker Rinker Seacat), Montrose, CO

82,000 sq. ft. multi-use recreational facility.

La Quinta Civic Center & La Quinta City Hall, La Quinta, CA

17-acre master plan development for public and private use. The "campus" plan includes the city hall, branch library, senior center, and arts foundation. Incorporated into the plan is a flood control basin which serves as a community events park.

Los Angeles Convention Center Expansion, Los Angeles, CA

Gruen / Pei Cobb Freed. 2.5 M sq. ft. addition to the current convention center. The addition includes meeting rooms, exhibit hall, restaurant, kitchen expansion, administrative offices, auditorium, and parking.

Pomona Library, Montrose, CO

Historical Renovation

Downtown Historical Walking Tour, Montrose, CO

Designed steel information standards to describe the significance and architectural characteristics of several of the historical buildings within a four-block downtown area.

Hilltop Community Resources, Inc.

Community Center @ Bacon Campus, Grand Junction, CO
Dining Room Expansion @ The Commons, Grand Junction
Phase II Cottages @ The Commons, Grand Junction

Residential Youth Services Renovation / Addition

Adult Day Care Renovation

Homestead at Montrose, Assisted Living
Montrose, CO



Historic Preservation Commission Application

Date: Oct. 26, 2023

Commission Eligibility:

Please check any of the following:

- ☒ I am a professional representing an area of expertise relevant to historic preservation
- ☒ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☐ I make my primary residence within the City of Montrose

Personal Information:

Name: Kenneth (Kenn) Huff

Primary Residence Address: 15602 Kay Court

City: Montrose State: Colorado Zip: 81403

Phone: 970-249-0789

E-mail Address: kennhuff6@gmail.com

Primary Employer: Retired Public School Teacher

Length of Employment: 34 years

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?
Yes _____

If yes, please specify name of Board or Commission. Historic Preservation Commission

Date Range: 2020 -2023

Educational background:

BA - U.S. History, Physical Education, Education minor - 1969 Western State College

M.A. - Athletic Administration - Idaho State University -1978

Relevant experience related to historic preservation:

Have served on this commission since 2019

Provide a brief explanation of your interest in historic preservation:

History teachers, even retired ones, want to preserve the heritage of a location through preserving many of the early structures and areas to help delineate the progress made in construction as well as the lineage of the founding families in their towns. At present, Montrose has a noticeable history of many pre-World War II buildings and parks and new growth in surrounding areas. Allowing the immigrants to this area see the history as well as the progress helps sustain growth and revitalize the historic downtown area.

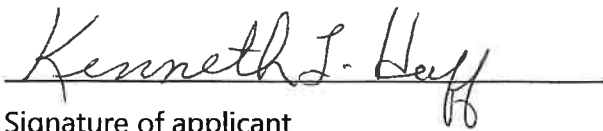
Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, Kenneth L. Huff, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.


Signature of applicant


Date

Please attach a current resume and return to City Clerk's Office, 400 E. Main Street.



Historic Preservation Commission Application

Date: 10/26/2023

Commission Eligibility:

Please check any of the following:

- ☐ I am a professional representing an area of expertise relevant to historic preservation
- ☒ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☐ I make my primary residence within the City of Montrose

Personal Information:

Name: Kent Kinsey

Primary Residence Address: 1808 Story Lane

City: Montrose State: CO Zip: 81403

Phone: 970-209-4271

E-mail Address: kenkin@peoplepc.com

Primary Employer: Retired

Length of Employment: _____

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?
No

If yes, please specify name of Board or Commission. _____

Date Range: _____

Educational background:

Montrose High, Life

Relevant experience related to historic preservation:

Currently Serving as Vice chair of the Montrose County Historical Landmark Adviciory Board

Provide a brief explanation of your interest in historic preservation:

As a fourth Generation Montrosean I am very intersted in preserving the history that my forefathers help build and support.

It is extremely important to preserve what has come before us for the future generations

Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, Kent Kinsey, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.



Signature of applicant

10-26-2023

Date

Please attach a current resume and return to City Clerk's Office, 433 South First Street.



RECEIVED OCT 31 2023

Historic Preservation Commission Application

Date: 10.30.2023

Commission Eligibility:

Please check any of the following:

- ☒ ⁺ I am a professional representing an area of expertise relevant to historic preservation
- ☒ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☐ I make my primary residence within the City of Montrose

Personal Information:

Name: MARLEEN GRAVITZ

Primary Residence Address: 62837 Spring Creek Rd

City: Montrose State: CO Zip: 81403

Phone: 727-512-4079

E-mail Address: Lgravitz58@gmail.com

Primary Employer: NA

Length of Employment: _____

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?

NO

If yes, please specify name of Board or Commission. _____

Date Range: _____

Educational background:

Oakland Univ, Rochester, MI BA-Education
Texas State University, MAG- Geography/land use Planning Dev. + mgmt

Relevant experience related to historic preservation:

- Hartford Architecture Conservancy: Researched Chain of title + developed National Register Nominations
- Reconciled mapping differences and indexed 3 volume inventory of all property in City of Hartford
- City of Tarpon Springs, FL - Served + chaired Heritage Preservation Board - 10 yrs.

Provide a brief explanation of your interest in historic preservation:

In the 1970s I lived in a house, listed in the tax records as "old house", no construction date. In the course of my effort to establish that date I became deeply involved in the family history of the family that had owned the property since the early 18th cent. Each generation had made significant contributions to the welfare, politics + ethics of the town. Very little remained to mark their contributions. The house represented them in today's world and to me that seemed important. I took a year and a half, but I did establish the construction date: 1833. That was the beginning.

Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, MARLEEN GRADITZ, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.

Marleen P. D. Gravitz
Signature of applicant

10.30.2023
Date

Please attach a current resume and return to City Clerk's Office, 433 South First Street.

MARLEEN P.I. GRAVITZ
62837 Spring Creek Road
Montrose, CO, 81403
727-512-4079

Education: MAG Land/Area Development and Management.
Texas State University, San Marcos, Texas 1996

BA Education, Oakland University,
Rochester, MI 1963

Other Individualized Instruction (graduate level) University of Rhode
Island

Theater History, Roger Williams College, Bristol, Rhode Island

Economics and Real Estate Law, Greater Hartford CC, Hartford,
CT

Property Management and Real Estate Appraisal, University of
Hartford, Hartford, CT

Publications - Presentations:

"Factors Affecting Rural Participation in Competitive Federal Grant
Programs, Thesis, 1996

Switzerland-Activity Guide, Around the World Series, (with Richard
Boehm, Ph.D). McDonald & Woodward Publishing Co., Ft. Pierce, FL,
1996.

*Factors Affecting Rural Participation in Competitive Federal Grant
Programs*, Association of American Geographers 92nd Annual Meeting,
April, 1996, Charlotte, NC.

Developer/Planner:

- Developed strategic tourism plans for Hays County and the City of San Marcos, TX with the Balcones Consulting Group, 1994
- Prepared \$2,000,000 ISTE, Hike and Bike proposal on behalf of the City of San Marcos, TX, 1994 and 1996
- Consulted with various Texas communities during preparation of Empowerment Zone/ Enterprise Community applications (1995) and participated in state level review process with Texas Department of Commerce.
- Participated in Quick Response Hazards Team Survey investigating "Initial Public Risk Assessment of a Hazard Warning in Southern California with Investigations into Ethnic and Gender Response), Pasadena, CA, 1995
- Developed use and marketing proposal for the Texas State University, 3500 acre, Freeman Ranch, 1992.

- Proposed and developed Elderhostel Service Program at TSU in support of 5 Wetlands Restoration Project for Aquarena Springs. Project is co-sponsored by TSU, US Fish and Wildlife, and Texas Texas Parks and Wildlife.
- Rehabilitated derelict multi-unit residential apartments and duplexes, 1992-present

Real Estate Professional:

- Entrepreneur focusing on real-property service needs of large lenders and corporations in five state area of NewEngland,1981-1992.
- Held management and national marketing positions with several national real estate firms.
- Provided agent training modules, identified and developed corporate clients, developed marketing and service provision materials including print, and audio/visual presentations and a functional spouse employment resource.

Not for profit Administrator:

- Connecticut Citizens for Judicial Modernization.Citizen group focused on simplification of the trial court system and creation of non-political selection and dismissal procedures for the judiciary.
- Coordinated activities of 350 volunteers during survey of every court room in the state.
- Managed office staff, developed funding, spoke before the legislature and edited monthly newsletter.
- Developed funding for published reports from Ensworth Foundation and Law Enforcement Assistance Foundation, operating funds developed from The Hartford Foundation, the Bridgeport Foundation and other private contributors. Hartford, 1972-1978

Researcher:

- Hartford Architecture Conservancy, Researched chain of title and developed National Register of Historic Property nominations, 1973-1975
- Reconciled mapping differences and indexed three volume inventory of all real property located within the City of Hartford, CT, 1976

Teacher/Curriculum Developer:

- Developed and taught with a three member team in multi-unit(vertically grouped and open classroom) elementary school program within the public school system. Bristol RI. 1968-1971

Community Involvement:

- The Florida Orchestra, back stage Guest Host for visiting performers and conductors. 2000-2020
- Heritage Preservation Board, Member and Chair, City of Tarpon Springs, 1999-2009
- Public Art Committee, City of Tarpon Springs, FL, originating chair, 2008-2010
- Leepa-Rattner Museum of Art, St. Petersburg University, Board member, 2010-2020
- Central Texas Student Finance Corporation, Secretary-treasurer of the Board, San Marcos, Tx, 1994-1998
- San Marcos Performing Arts Association, President, San Marcos, TX, 1994-1996
- General Chair, "A Slice of Texas Toast," a community theater theater benefit for performing arts programs in the public schools, San Marcos TX, 1995
- Friends of the Fine Arts, TSU, Board Member, San Marcos, TX, 1996
- Community Action,Inc., Board Member, San Marcos, TX, 1994-1996
- Play scape, construction aid, San Marcos, TX, 1993
- New Neighbors and Friends, Inc., President, San Marcos, TX, 1993-1994
- Community Education Resources,Inc., (The Bridge), Board member, West Hartford,CT, 1983-1985
- West Hartford Extended Day Care, founding treasurer, west Hartford, CT, 1975-1979



RECEIVED OCT 31 2023

Historic Preservation Commission Application

Date: 10/31/23

Commission Eligibility:

Please check any of the following:

- ☐ I am a professional representing an area of expertise relevant to historic preservation
- ☒ I have a demonstrated interest in Historic Preservation
- ☐ I own business real property or I am a designated representative of a real business property owner within the boundaries of the City of Montrose

Business Address: _____

- ☒ I make my primary residence within the City of Montrose

Personal Information:

Name: Reg Evanoika

Primary Residence Address: 2270 Locust Rd

City: Montrose State: CO Zip: 81401

Phone: 970-209-3934

E-mail Address: Reg@RegEvanoika.com

Primary Employer: The Real Estate Store

Length of Employment: 24 years

If less than 2 years, previous employer: _____

Are you presently serving or have you served on a City of Montrose Board or Commission?

Yes

If yes, please specify name of Board or Commission. Historic Montrose Downtown

Date Range: 1992-2000?

Educational background:

Two High Schools, "graduate" of Uncompahgre Valley Leadership Program, "Class of 99, Board of Realtors 2002-2005, & Various Committees of Montrose Area of Realtors, Business Owner 1980-1994

Relevant experience related to historic preservation:

Renovated 2305. 2nd E, Bueta private residence
in 1999 as a replica of a Craftsman 1910 home
(2151-640 Rd)

Provide a brief explanation of your interest in historic preservation:

Having lived in Montrose since 1972 I have observed the remodeling and "remuddling" of historic structures in downtown, i.e. both banks on Main Street and other buildings. I believe the Heart of our community is in our ability to retain our history and blend it with today's needs., I appreciate this history and the unique-ness of the area.

I am proud of the recent steps the city and committee have taken in preserving our historic buildings and would like to be a part of the process.

Application for Appointment to a Public Board, Commission, or Committee Ethics Statement:

The City of Montrose embraces the core values of honesty, trust, and integrity. In the accomplishment of the City's mission, earning and keeping the public trust is a primary goal. It is the policy of the City to prohibit employees from engaging in activities or practices which conflict with or compromise these values.

All employees, volunteers, members of boards and commissions, and other agents representing the City's interests, are expected to respect and uphold the high standard of dignity and integrity espoused in the City's core values.

I, Ryan Danait, being an applicant for appointment to a City Board, Committee, or Commission, declare that said appointment does not, and will not, constitute or create a conflict of interest. I further declare that my appointment does not and will not compromise the core values stated herein, and I pledge to uphold and maintain those values in the performance of my official duties with the City.

I freely and voluntarily make this declaration, as a component of the City's application process for appointment.

Ryan Danait
Signature of applicant

10/30/23
Date

Please attach a current resume and return to City Clerk's Office, 433 South First Street.

Resume'

Peg Evanoika

970-209-3934 peg@pegEvanoika.com

2270 Locust Rd. Montrose, CO 81401

October 31, 2023

1. 1999-present- Broker Associate, State of Colorado, Lic # FA 40014873
2. 1994-1998—Groskopf & Groskopf, LLC Accounting firm
3. 1992-2000 Member and later Coordinator Historic Montrose Downtown
4. 1981-1994, owner/tech, employed average 3-5 stylists - Peg's Hairlines & Nail Designs, 230 S 2nd



MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: October 26, 2023
RE: Potential Special Improvement District within the Otter Pond Neighborhood
CC: William Bell, Shani Wittenberg, Chris Dowsey, Craig Ullmann, Christina Files

Purpose

Discuss an initial request from the Otter Pond Subdivision Homeowner's Association (HOA) to create a repayable special improvement district for the relocation of water and sewer utilities around the HOA's dam replacement project on Otter Pond Circle and to restore the street (curb, gutter, sidewalk, and paving) following completion of the dam.

Background

The Otter Pond HOA is tentatively scheduled to replace their dam's outlet works starting in late 2023/early 2024. Concurrent with this project, water and sewer utilities that currently run through the dam would also be relocated outside of the dam in order to reduce structural risk to the dam and improve access for any required future utility maintenance. Additional detail on the history and events leading up to the dam's replacement can be found in previous correspondence included in the meeting packet for the October 17, 2023 regular council meeting.

A summary of approximate costs to date and anticipated outstanding costs for the HOA's project is summarized in the attached Table 1. As shown on this table, the total cost of the project is expected to come in around \$1.3M. To date, the City has contributed \$100k in ARPA funds to assist with initial emergency drawdown and project design, \$11k in water and sewer relocation design, and the City also approved \$370k in expenditures to reimburse for the water and sewer relocation work once completed. This leaves \$830k of the project cost to be funded by the Otter Pond HOA for replacement of their outlet works and related projects (dredging of their inlet area).

Since early 2023, the Otter Pond HOA has been working to secure the financing/capital needed to complete the project. In general, since a private pond, they have been unsuccessful in securing any grants or low-interest loans. In the absence of any grants, the HOA has been left to perform a special assessment for its residents to pay for their portion of the project. For the 85 lots within the HOA, this originally equated to a special assessment of approximately \$9,765 per lot (\$830k/85 lots).

Given its magnitude, there were many residents within the neighborhood that were unable to pay or obtain financing for the special assessment. The HOA was also generally unable to secure financing for the improvements given the lack of physical assets that could be collateralized. As a result, the HOA was left without a means to fund their portion of the project.

The Otter Pond HOA then met with City Staff to brainstorm funding options. One option requested of the City was to create a special improvement district (SID) where the City would front the funds for construction and then be repaid by the neighborhood's residents over time through a special assessment on their property taxes. The creation of a SID is technically feasible with a petition from residents and with action by City Council; however, SIDs can only be used to finance public infrastructure. Since the

dam and its outlet works are privately owned and operated by the HOA, these expenditures are not directly eligible for financing through an SID. The water and sewer relocations and reconstruction of the roadway would be eligible for an SID though, as discussed in further detail below.

Potential Additional City Participation

Recognizing the dam replacement project was likely infeasible without additional participation from outside agencies, the City Manager agreed to contribute an additional \$100k in ARPA funds towards completion of the project. This brought the HOA's portion down to \$730k or \$8,588 per lot.

The \$8,588 per lot was still above what many residents within the neighborhood were able to finance or pay outright. As a result, another option considered was the potential creation of an SID for the portions of the project that were public (i.e., the water/sewer relocations and restoration of the street). As shown in Table 1, these public improvements total \$420k. The general premise would be to create an SID and be repaid for the \$420k in public infrastructure and then contribute the funds that were slated to be used for the water and sewer relocations (\$370k) directly to the project from the other City funds (TBD – ARPA, general fund, etc). Once repaid, the net cost to the City is the same as what is currently planned, although necessary to wait for the repayment. Consistent with past practice on other SID's, the City typically would accept repayment over 20 years at 4% interest. The assessment would be collected by the County Assessor and dispersed to the City's SID fund on an annual basis.

A \$420k SID equates to an assessment of \$4,941 per lot within the Otter Pond HOA. For the repayment terms presented above, the cost to each individual lot is approximately \$365 per year. With an SID in place, the remainder to be funded directly by residents is \$3,647 per lot (\$730k-\$420k/85 lots). This lower amount improves the feasibility for the individual residents to fund their remaining obligation through the use of a personal loan or credit card payment for those still needing financing options.

Project Financials

Funding of a \$420k SID would require payment from the City's general fund using reserves and a likely budget supplement for 2024 as this contribution has not been budgeted. It should also be noted that some residents may pay their SID obligation outright instead of spreading it out over the 20 years. Any up-front payment would reduce the overall \$420k SID amount that would need to be loaned.

SID Process

The SID process typically starts with a petition to the City to create the district. Once this petition is executed by at least 50% of the district landowners (which we understand to be underway), the City Council would consider a resolution to create the district, distribute notices to all landowners within the district, and hold hearings/consider ordinances to create the district. The project is then constructed, costs tabulated, and a second ordinance considered to formally assess the amounts. Lot owners would have the option to prepay their balance for a specified period after the final ordinance is adopted; any unpaid balance is then assessed to the individual, unpaid properties within the district. A summary of a draft schedule as it relates to this project is attached.

TABLE 1 Summary of Project Costs				
Project Element	Approximate Cost (rounded)	Funding	Responsible Party	Status
Outlet Works Replacement Design and Permitting	\$100,000	City ARPA Contribution	Otter Pond HOA	Applegate working through final revisions with State
Water and Sewer Relocation Design	\$11,000	City Water and Sewer Funds	City of Montrose	Complete
Design Engineer Oversight	\$100,000	TBD	Otter Pond HOA Construction Contract	Bid and ready to award following approval by State and securing financing
Outlet Works Replacement Construction	\$580,000	TBD		
Water and Sewer Relocation Construction	\$370,000	City Water and Sewer Funds ^(a)		
Restoration of Street	\$50,000	TBD		
Dredging of Inlet Area at Southern End of Pond	\$100,000	TBD		
TOTAL	\$1,311,000			

Notes:

(a) Expense authorization approved by City Council 10/17/2023

Public project elements shaded green eligible for reimbursement through a special improvement district



CITY OF MONTROSE ENGINEERING AND LEGAL DEPARTMENTS
 OTTER POND CIRCLE UTILITY RELOCATION SPECIAL IMPROVEMENT DISTRICT
 SID SCHEDULE
 Rev. 10/24/2023

Project Task	2023												2024																																							
	Oct.				Nov.				Dec.				Jan.				Feb.				Mar.				Apr.				May				June				July				Aug.				Sept.							
	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22
Create Petition for Circulation																																																				
Circulate Petition																																																				
Council Work Session																																																				
Council Resolution to Create Improvement District																																																				
Public Hearing to Create Improvement District																																																				
Ordinance to Create Improvement District																																																				
Construction																																																				
Mailer Notice of Actual Costs to be Assessed																																																				
Ordinance to Assess Costs of Construction																																																				
Prepayment Period																																																				
Finance Send Assessments to Assessor																																																				

City Staff
Otter Pond HOA/Residents
Council (1st and 2nd Readings noted by #)
Construction

Council meeting weeks denoted by brown shading

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 1 CHAPTER 14, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: AMENDING TITLE 1 CHAPTER 14 SECTION 2 (1-14-2), REGARDING RULES OF PROCEDURE; AMENDING TITLE 1 CHAPTER 14 SECTION 4 (1-14-4), REGARDING SENTENCING; AMENDING TITLE 1 CHAPTER 14 SECTION 5 (1-14-5), REGARDING ENFORCEMENT OF FINES; 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 14 Section 2. (1-14-2.(A), (B)) (Rules of procedure.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-14-2. - Rules of procedure.

- (A) The Municipal Court shall be subject to the Colorado Municipal Court Rules, the provisions of the City Charter, this Chapter, and other applicable provisions of City ordinances and shall be subject to those provisions of article 10, title 13, C.R.S. 2023, as amended, which are not in conflict with the City Charter or ordinances, and which have not been superseded by this Chapter or the Charter.
- (B) The following sections of article 10, title 13, C.R.S. 2023, as amended are hereby superseded: 13-10-104, 13-10-105, 13-10-106, 13-10-108, 13-10-109, 13-10-110, 13-10-113, and 13-10-115.

SECTION 2:

New subsections (D) and (E) are hereby added to Title 1, Chapter 14 Section 2. (1-14-2.(D), (E)) (Rules of procedure.) of the Official Code of the City of Montrose, Colorado, to read in their entirety as follows:

(D) Plea discussions and plea agreements.

(1) A defendant, in person or by defense counsel with client authority, may plead guilty, not guilty, or, with the consent of the court, nolo contendere. The Municipal Court shall follow Colorado Municipal Court Rule 211 and shall conduct a providency inquiry with the defendant at the time of change of plea substantially conforming to CMCR 211 and applicable case law from the United States Supreme Court and Colorado appellate courts. Judges of the Montrose Municipal Court shall not participate in plea discussions, except as otherwise provided by this Section or for the limited purpose of offering statements of general encouragement of party settlement while in the presence of all parties to the litigation.

(2) The City Attorney's Office as the prosecution may enter into plea discussions and reach plea agreements with defendants charged with any municipal ordinance violation or traffic infraction, subject to the approval of the Montrose Municipal Court in accordance with this Section and C.R.S. § 16-7-301, C.R.S. § 16-7-302, and C.R.S. § 16-7-304 (2023), as amended.

(3) The City Attorney's Office as the prosecution in the course of plea discussions is authorized to enter into a written stipulation for a pretrial diversion or deferred judgment and sentence, to be signed by the defendant, the defendant's attorney of record if any, and the City Attorney or designee, in accordance with the procedures in C.R.S. § 18-1.3-102 (2023), as amended. Notwithstanding the aforementioned, no deferred judgment and sentence or pretrial diversion is to be extended to a holder of a commercial driver's license under C.R.S. § 42-4-1719 (2023).

(4) If a tentative plea agreement has been reached which contemplates entry of a plea of guilty or nolo contendere in the expectation that other charges before that court will be dismissed or that sentence concessions will be granted, the trial judge may, upon request of the parties, permit the disclosure of the tentative agreement and the reasons therefor in advance of the time for tender of the plea. The court may then indicate to the City Attorney or designee and defense counsel or defendant whether the court will concur in the proposed disposition in the exercise of the court's independent judgment. If the trial judge concurs but later decides that the final disposition should not include the charge or sentence concessions contemplated by the plea agreement, the court shall so advise the defendant and the City Attorney's

Office and then call upon the defendant to either affirm or withdraw his or her plea of guilty or nolo contendere.

(5) Nothing in this section shall prohibit the court to accept written waiver and guilty or no contest pleas for any municipal traffic offense or traffic infraction for which a penalty assessment is provided in an administrative schedule of fines and fees as adopted by the court.

(E) If no procedure is specifically prescribed by the Colorado Municipal Court Rules, the provisions of the City Charter, this Chapter, or other City Ordinances, the court may proceed in any lawful manner not inconsistent with the Colorado Rules of Criminal Procedure or with any directive of the United States Supreme Court or Colorado appellate courts regarding the conduct of judicial proceedings in the criminal courts, and may look to the Colorado Rules of Civil Procedure and to applicable law if no rule exists.

SECTION 3:

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

1-14-4. - Sentencing.

(D) The Municipal Court shall allow defendants the right of allocution prior to imposition of sentence.

SECTION 4:

Title 1, Chapter 14 Section 5. (1-14-5) (Enforcement of fines.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

1-14-5. - Enforcement of fines.

A sentence imposing a fine shall be enforceable by the City in the same manner as a civil judgment or other delinquent charges due the City and may be sent to a collection agency of the court's selection for enforcement of judgment. Further, if the defendant fails to pay the fine in accordance with the direction of the Court, the defendant can be held in contempt of court under the procedures in Colorado Rule of Civil Procedure 107, the ordinances of the City of Montrose, and procedures specified in C.R.S. § 18-1.3-702 (2023), as amended, for failure by a defendant to comply with a court's lawful order to

pay a monetary amount due without undue hardship and without making a good-faith effort to comply.

SECTION 5:

Title 5, Chapter 15 Section 31. (5-15-31.(B))(Penalty and remedies.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-15-31. - Penalty and remedies.

(B) 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.

SECTION 6:

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

SECTION 7:

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 by codifying generally recognized law and procedure pertaining to plea bargains and sentencing.

SECTION 8:

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 9:

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 10:

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

SECTION 11:

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 adoption on second reading on Tuesday, the _____ day of _____, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this _____ day of _____, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this _____ day of _____, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 1 CHAPTER 14, OF THE OFFICIAL CODE OF THE CITY OF MONTROSE, COLORADO: AMENDING TITLE 1 CHAPTER 14 SECTION 2 (1-14-2), REGARDING RULES OF PROCEDURE; AMENDING TITLE 1 CHAPTER 14 SECTION 4 (1-14-4), REGARDING SENTENCING; AMENDING TITLE 1 CHAPTER 14 SECTION 5 (1-14-5), REGARDING ENFORCEMENT OF FINES; 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 14 Section 2. (1-14-2.(A), (B)) (Rules of procedure.) of the Official Code of the City of Montrose, Colorado, are hereby amended to read in their entirety as follows:

1-14-2. - Rules of procedure.

- (A) The Municipal Court shall be subject to the Colorado Municipal Court Rules, the provisions of the City Charter, this Chapter, and other applicable provisions of City ordinances and shall be subject to those provisions of article ~~210~~, title 13, C.R.S. ~~1973-2023~~, as amended, which are not in conflict with the City Charter or ordinances, and which have not been superseded by this Chapter or the Charter.
- (B) The following sections of article ~~210~~, title 13, C.R.S. ~~1973~~ ~~2023~~, as amended are hereby superseded: 13-10-104, 13-10-105, 13-10-106, 13-10-108, 13-10-109, 13-10-110, 13-10-113, and 13-10-115.

SECTION 2:

New subsections (D) and (E) are hereby added to Title 1, Chapter 14 Section 2. (1-14-2.(D), (E)) (Rules of procedure.) of the Official Code of the City of Montrose, Colorado, to read in their entirety as follows:

(D) Plea discussions and plea agreements.

(1) A defendant, in person or by defense counsel with client authority, may plead guilty, not guilty, or, with the consent of the court, nolo contendere. The Municipal Court shall follow Colorado Municipal Court Rule 211 and shall conduct a providency inquiry with the defendant at the time of change of plea substantially conforming to CMCR 211 and applicable case law from the United States Supreme Court and Colorado appellate courts. Judges of the Montrose Municipal Court shall not participate in plea discussions, except as otherwise provided by this Section or for the limited purpose of offering statements of general encouragement of party settlement while in the presence of all parties to the litigation.

(2) The City Attorney's Office as the prosecution may enter into plea discussions and reach plea agreements with defendants charged with any municipal ordinance violation or traffic infraction, subject to the approval of the Montrose Municipal Court in accordance with this Section and C.R.S. § 16-7-301, C.R.S. § 16-7-302, and C.R.S. § 16-7-304 (2023), as amended.

(3) The City Attorney's Office as the prosecution in the course of plea discussions is authorized to enter into a written stipulation for a pretrial diversion or deferred judgment and sentence, to be signed by the defendant, the defendant's attorney of record if any, and the City Attorney or designee, in accordance with the procedures in C.R.S. § 18-1.3-102 (2023), as amended. Notwithstanding the aforementioned, no deferred judgment and sentence or pretrial diversion is to be extended to a holder of a commercial driver's license under C.R.S. § 42-4-1719 (2023).

(4) If a tentative plea agreement has been reached which contemplates entry of a plea of guilty or nolo contendere in the expectation that other charges before that court will be dismissed or that sentence concessions will be granted, the trial judge may, upon request of the parties, permit the disclosure of the tentative agreement and the reasons therefor in advance of the time for tender of the plea. The court may then indicate to the City Attorney or designee and defense counsel or defendant whether the court will concur in the proposed disposition in the exercise of the court's independent judgment. If the trial judge concurs but later decides that the final disposition should not include the charge or sentence concessions contemplated by the plea agreement, the court shall so advise the defendant and the City Attorney's

Office and then call upon the defendant to either affirm or withdraw his or her plea of guilty or nolo contendere.

(5) Nothing in this section shall prohibit the court to accept written waiver and guilty or no contest pleas for any municipal traffic offense or traffic infraction for which a penalty assessment is provided in an administrative schedule of fines and fees as adopted by the court.

(E) If no procedure is specifically prescribed by the Colorado Municipal Court Rules, the provisions of the City Charter, this Chapter, or other City Ordinances, the court may proceed in any lawful manner not inconsistent with the Colorado Rules of Criminal Procedure or with any directive of the United States Supreme Court or Colorado appellate courts regarding the conduct of judicial proceedings in the criminal courts, and may look to the Colorado Rules of Civil Procedure and to applicable law if no rule exists.

SECTION 3:

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

1-14-4. - Sentencing.

(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.

SECTION 4:

Title 1, Chapter 14 Section 5. (1-14-5) (Enforcement of fines.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

1-14-5. - Enforcement of fines.

A sentence imposing a fine shall be enforceable by the City in the same manner as a civil judgment or other delinquent charges due the City **and may be sent to a collection agency of the court's selection for enforcement of judgment.** Further, if the defendant fails to pay the fine in accordance with the direction of the Court, the defendant can be

held in contempt of court under the procedures in Colorado Rule of Civil Procedure 107, the ordinances of the City of Montrose, and procedures specified in C.R.S. § 18-1.3-702 (2023), as amended, for failure by a defendant to comply with a court's lawful order to pay a monetary amount due without undue hardship and without making a good-faith effort to comply. ~~and may be imprisoned for up to 15 days in jail as an adult and 48 hours in detention, if a juvenile, unless, after hearing, the defendant is found indigent or otherwise has justifiable reason for failure to pay. Serving a term of imprisonment does not discharge the obligation to pay the fine. A warrant for the arrest of any defendant failing to appear in court in accordance with the Court's order may be issued.~~

SECTION 5:

Title 5, Chapter 15 Section 31. (5-15-31.(B))(Penalty and remedies.) of the Official Code of the City of Montrose, Colorado, is hereby amended to read in its entirety as follows:

5-15-31. - Penalty and remedies.

- (B) 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. by a fine of up to \$1,000.00, or a jail sentence of up to one year, or by both such fine and imprisonment; provided, however, no person under the age of 18 years shall be subject to any term of imprisonment, except for contempt of court.~~

SECTION 6:

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

SECTION 7:

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 by codifying generally recognized law and procedure pertaining to plea bargains and sentencing.

SECTION 8:

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 9:

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 10:

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

SECTION 11:

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 adoption on second reading on Tuesday, the ____ day of _____, 2023, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this ____ day of _____, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this ____ day of _____, 2023.

Barbara Bynum, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: October 30, 2023
RE: Niagara-Hillcrest Roundabout Construction Contract Award
CC: William Bell, Shani Wittenberg

Action

Consider the approval of \$3,209,461.38 in expenditures for construction of the Niagara-Hillcrest Roundabout Project. This includes the award of a construction contract to Oldcastle SW Group, dba United Companies in the amount of \$3,078,461.38, a survey and engineering support contract to Del-Mont Consultants in the amount of \$111,000, and up to \$20,000 in expenditures to Delta-Montrose Electric Association for street lighting within the project.

Background

As part of long-range traffic planning efforts and in response to neighborhood petitions, congestion, and safety issues experienced along the corridor, the City performed a traffic study of Hillcrest Drive from Main Street to Niagara Road back in 2016. This study recommended the installation of roundabouts at the intersections of Miami, Sunnyside, and Niagara as both the near- and long-term solution to these issues.

In response to these recommendations, the City completed the roundabout at Hillcrest and Sunnyside in 2016. The second roundabout at Miami and Hillcrest was completed several years later in 2019.

The Niagara and Hillcrest intersection is currently controlled as a four way stop. A recent traffic study for a nearby subdivision in 2021 indicated that the intersection was approaching capacity and would soon experience unacceptable levels of service during peak hours. In response to this, the City started on design of the roundabout in 2022 (incl. updated volume studies), completed necessary property acquisitions in 2023, and is now ready to construct the project.

An overview of the Niagara/Hillcrest project footprint is included as an attachment to this memo. Also included are drawings showing the below-ground utility work planned for the intersection. This includes irrigation supply infrastructure, sanitary sewer reconstruction within the project area and down to Mesa Avenue, storm sewer (including stormwater treatment manholes and replacement of the 4 foot diameter line that experienced failure in the spring of 2023), water, communications lines, undergrounding of overhead power, the installation of new street lights, and power/water services to the roundabout center island to allow for landscaping that can be lit during the holidays (similar to others on Hillcrest).

Project Bidding and Associated Expenditures

Construction of the Niagara-Hillcrest Roundabout Project was put out for bid on October 5th and bids were publicly received on October 26, 2023 from five contractors as summarized in Table 1 below. Bid totals presented include a 10 percent contingency.

TABLE 1		
Summary of Bid Results		
Contractor	Location	Bid Total
Oldcastle dba United Companies	Montrose, CO	\$3,078,461.38
Mountain Valley Contracting	Grand Junction, CO	\$3,087,412.63
Williams Construction	Norwood, CO	\$3,173,409.56
Ridgway Valley Enterprises	Montrose, CO	\$3,350,412.07
Haynes Excavation	Montrose, CO	\$3,523,968.20

The City has recent positive experience working with the low bidder, Oldcastle dba United Companies, on numerous capital projects and considers them qualified to perform the work. As a result, it is recommended that the construction contract be awarded to Oldcastle dba United Companies. It should be noted that the City's local preference policy would not change the outcome of bidding in this case.

In addition to the award of a construction contract, we are also recommending award of an engineering support and survey stakeout contract to the project surveyor, Del-Mont Consultants. This scope of work is budgeted at \$111,000 on an as-needed, time-and-materials basis based on a proposal from the consultant.

Lastly, new street lighting for the roundabout will be installed by DMEA and paid for directly by the City. This work is expected to cost less than \$20,000.

A summary of these costs is included in Table 2 below.

TABLE 2	
Summary of Project Costs	
Work Element	Cost
Construction Contract (United Companies)	\$3,078,461.38
Survey and Engineering Support (Del-Mont Consultants)	\$111,000.00
Street Lighting (DMEA)	\$20,000
TOTAL	\$3,209,461.38

Project Schedule and Traffic Control

The project schedule is setup to give the contractor a maximum 170 calendar days (approximately 5.5 months) of intersection closure. That is, once the contractor closes the intersection to through traffic, they will then have 170 calendar days to complete all work necessary to reopen the intersection in all directions. The contract also requires that the intersection must be reopened before school starts in the fall (subject to extension for any unforeseen work conditions). It is our understanding that the contractor may perform work along the shoulders in late 2023 and close the roadway in late January/early February 2024.

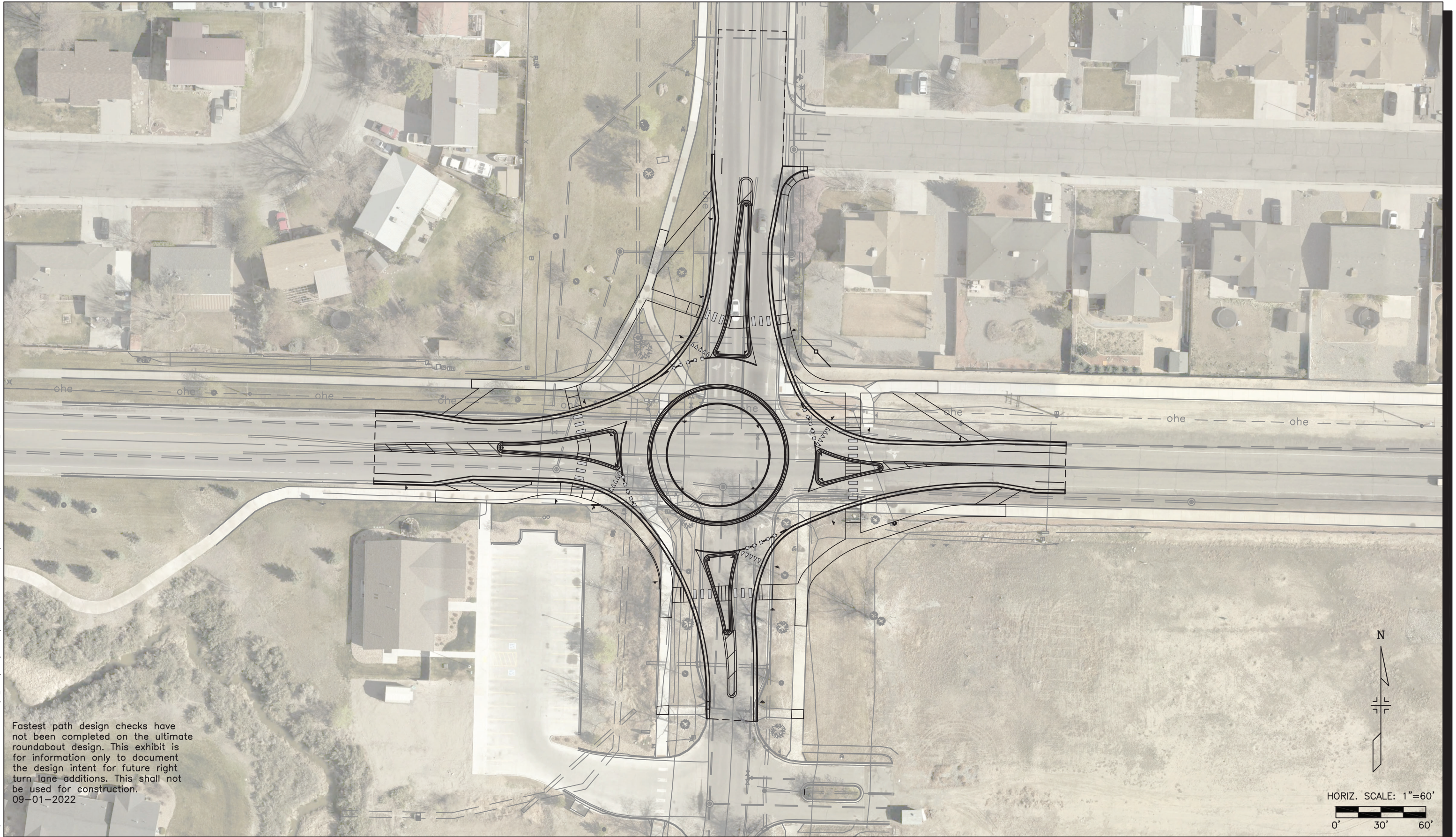
Similar to construction at the other Hillcrest roundabouts, this project will require full closure of the intersection. The primary detour route around the project is shown in the attached. The contractor will maintain detour signage to help motorists find the route and to discourage shortcutting through residential areas. Access to local residences and businesses immediately adjacent to the project area will be maintained throughout the project.

Contract Administration and Project Financials

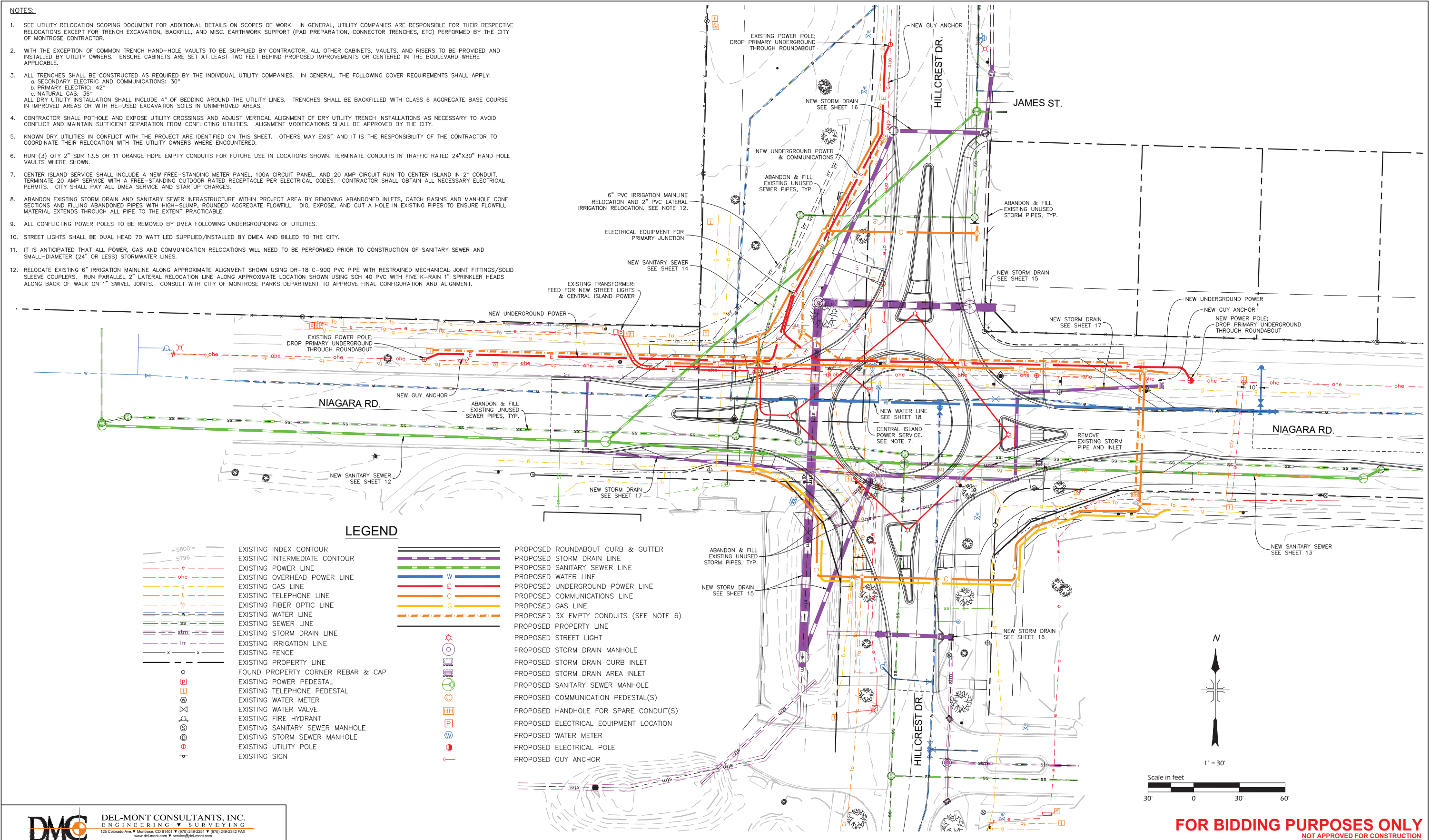
Contract administration, project management, and inspection will be performed by the City of Montrose engineering department with support from the design engineer as needed.

The City budgeted a total of \$2.375M for this project out of the City's capital improvement (\$2.0M), water capital (\$100k), and sewer capital (\$275k) funds. This places the project approximately \$800k over the total budget. Despite budgeting conservatively for this project and others in 2024, the City continues to see substantial cost escalations on construction projects that continue to outpace this budgeting.

As mentioned above, the project includes \$280k in contingency. The project also includes some inherent contingency in available aggregate quantity (road base and asphalt) that may be unused and could present measurable savings on the project (projects are setup to only pay for what is actually used). Furthermore, current construction contracts for the 6700 Road Extension and 2023 MoveMo contracted street maintenance projects are trending to collectively come in approximately \$700k under the contract amount, leaving some budget capacity within the City's capital fund. Ultimately, any overage on the Niagara-Hillcrest Roundabout project would rely on these savings from other projects and/or require a 2024 budget supplement.



\\DMS14\Projects\Active Projects\2022\2025-COM Niagara-Hillcrest Roundabout\C3D\22025C_UTIL_10/5/2023 12:01:14 PM, Peter Isaacson



DEL-MONT CONSULTANTS, INC.
ENGINEERING SURVEYING
125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX
www.delmont.com service@del-mont.com

6400 S. Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111
Phone: 303.721.1440
www.FHUENG.com

Sheet Revisions			
(R-X)	Date	Comments	Initials
☐	10/5/23	REV A ISSUED FOR BID	DWS
☐			
☐			

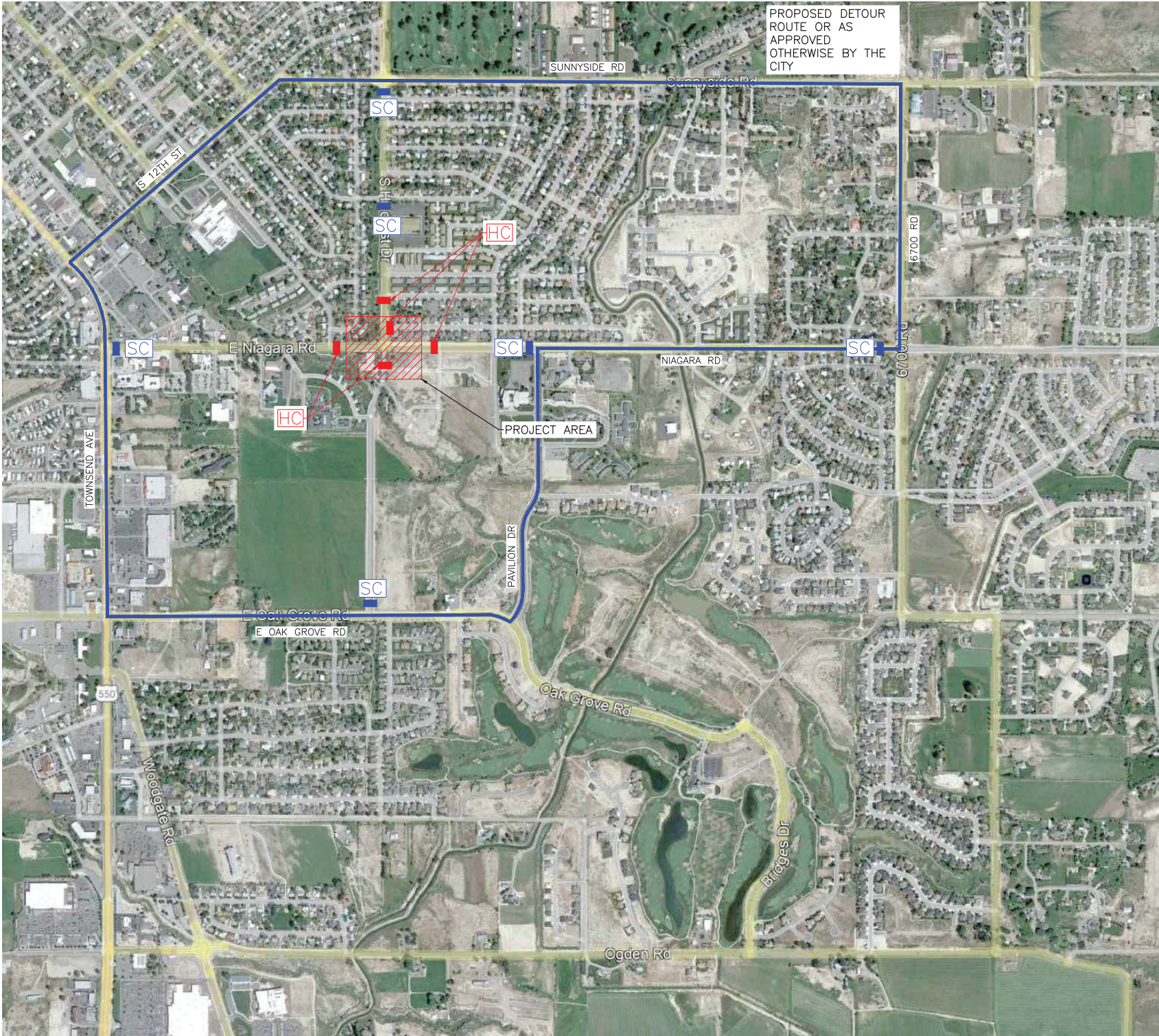
Montrose City Public Works
1221 6450 RD, Montrose, CO 81401
Phone: (970) 240-1480

As Constructed	NIAGARA-HILLCREST ROUNDABOUT UTILITIES OVERVIEW AND RELOCATION PLAN			Project No./Code
No Revisions:				DMC #22025
Revised:	Designer: DWS/PJI	Structure Numbers		
	Detailer: PJI			
Void:	Subset: UTILITIES	Sheets:OVERVIEW-(11)		Sheet No. 11

FOR BIDDING PURPOSES ONLY
NOT APPROVED FOR CONSTRUCTION

i:\122016-01 Montrose Niagara Hillcrest\02_CIVIL\CADD\Design\Drawings\G122016-01TDM01, 10/5/2023 1:32:28 PM, Jessica Strege

NOTE:
SEE GENERAL NOTES SHEET
FOR ADDITIONAL TRAFFIC
CONTROL REQUIREMENTS



SC SC – SOFT CLOSURES
SOFT CLOSURES SHALL INCLUDE SIGNAGE INDICATING THAT ROADS ARE CLOSED AHEAD, OPEN TO LOCAL TRAFFIC ONLY, AND BUSINESS ACCESSES OPEN WITH USE OF BARRICADES AND ADVANCE WARNING SIGNS ON APPROACHING STREETS AS APPROPRIATE. ONE THROUGH LANE OF TRAFFIC SHALL BE ALLOWED IN EACH DIRECTION.

HC HC – HARD CLOSURES
HARD CLOSURES SHALL INCLUDE ROAD CLOSED SIGNAGE AND BARRICADES AS NECESSARY TO PRECLUDE ALL THROUGH TRAFFIC.

FOR BIDDING PURPOSES ONLY
NOT APPROVED FOR CONSTRUCTION

Print Date: 10/5/2023 1:32:28 PM
File Name: G122016-01TDM01.dwg
Horizontal Scale: NTS Vertical Scale: N/A
 FELSBURG HOLT & ULLEVIG
6400 S. Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com

Sheet Revisions			
(R-X)	Date	Comments	Initials
☐	10/05/2023	REV A ISSUED FOR BID	JVS
☐			
☐			



Montrose City Public Works
1221 6450 RD, Montrose, CO 81401
Phone: (970) 240-1480

As Constructed		NIAGARA-HILLCREST ROUNDABOUT TRAFFIC DETOUR MAP			Project No./Code
No Revisions:					
Revised:		Designer: CK	Structure		
		Detailer: CK	Numbers		
Void:		Subset: ROADWAY	Sheets: TDM-01		Sheet No. 4



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: November 6, 2023
RE: Professional Service Agreement For Phase 2 Land Development Code Updates

ATTACHMENTS:

- Exhibit A: Proposed Professional Service Agreement with Plan Tools, LLC

City Council Consideration

City staff is seeking approval from the City Council to sign into professional service agreement with Plan Tools, LLC. The service agreement is in the amount of \$105,000 and specific to Phase 2 code updates of the Land Development Regulations (Title 11) of the Montrose Municipal Code. This agreement and the associated work is expected to run through December of 2024.

Project Background:

Plan Tools, LLC performed professional planning services with the City of Montrose in 2022 and 2023 as it related to code consolidation efforts (referred to as Phase 1 code updates) in which the Land Development Regulations section (Title 11 of the Montrose Municipal Code) was consolidated for the purposes of modernization and elimination of redundancy. With those consolidation efforts now complete, staff is again seeking contracted help from Plan Tools, LLC to continue the code update efforts to eliminate ambiguity in the code and update the code to align with the Comprehensive Plan.

Phase 1 code updates were very specific to consolidation and elimination of redundancy. Because Land Development code references were scattered throughout multiple titles of the Municipal Code and Regulations manual, and the code was in need of a major overhaul, staff and the consultant team felt that breaking the project up into phases was the most appropriate strategy. With that approach, staff and the consulting team proposed few substantive changes



as part of the Phase 1 code updates. However, with Phase 2, more substantive changes will be proposed, with additional outreach and education to the public being provided.

Code Update Strategy & Cost:

The City received an Innovative Housing Planning (IHOP) grant in the Spring of 2022 through the Colorado Department of Local Affairs (DOLA), which is a grant that specifically focuses on the implementation of affordable housing strategies such as expedited development review, accessory dwelling unit (ADU) uses by right, and the accommodation of “missing-middle” housing in more locations/zone districts. This grant was used to fund the recent Housing Needs Assessment. Staff is recommending that a majority of that remaining grant funding be utilized as part of this proposed service agreement for code updates specifically focused on housing, as discussed at the October 11 City Council retreat.

The recommendation for this proposed service agreement is that the proposed code amendments be split into two subphases, referred to as Phase 2a and Phase 2b. Phase 2a code updates will be specific to the IHOP grant and housing related updates. Phase 2b code updates will be non-housing related, and specific to modernizing the code and aligning it with the Comprehensive Plan. The reasoning for this separation is for ease of billing and reimbursement via the IHOP grant, as well as prioritizing the City’s commitment to affordable housing. A generalized scope of work can be found in Exhibit A of the attached Professional Service Agreement.

The proposed contract is in the amount of \$105,000. A majority of this amount is expected to be spent in 2024 (\$100,000 of which is proposed in the 2024 budget). Because of the large scope of work, the code update process is expected to run through December of 2024. Phase 2a of the project would begin immediately after the contract is approved and run until approximately September of 2024, and Phase 2b of the project would begin in the Spring of 2024 and run through December of 2024. This is further reflected in Exhibit C of the attached professional service agreement.



PROFESSIONAL SERVICES AGREEMENT
Montrose Development Code Update: Phase 2

This Agreement is made and entered into this ____ day of November, 2023, by and between the City of Montrose ("City"), whose address is 400 E. Main Street, Montrose, Colorado 81401, and Plan Tools, LLC ("Plan Tools"), whose address is 601 N. Cleveland Avenue, # 7202, Loveland, CO 80537, collectively referred to herein as the "Parties."

In consideration of the mutual covenants and obligations herein expressed, it is agreed by the parties as follows:

1. Employment of Professional.

A. Plan Tools is a qualified professional planning firm having the capability and experience to provide the services required by this Agreement.

B. The City desires to engage Plan Tools to perform the services described in this Agreement.

2. Scope of Services. Plan Tools shall complete the tasks and provide the deliverables specified on **Exhibit A** attached hereto and fully incorporated herein by this reference.

3. Independent Contractor.

A. Plan Tools shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the City, and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement. Plan Tools and any persons employed or retained by Plan Tools for the performance of services hereunder shall be independent and not employees or agents of the City. The Parties understand that Plan Tools is not entitled to worker's compensation benefits or unemployment compensation benefits from the City and is obligated to pay federal and state income tax on any monies earned pursuant to this agreement.

B. Plan Tools shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. Plan Tools shall be solely responsible for the compensation, insurance, taxes, withholding, and all clerical detail pertaining to such assistance.

C. Plan Tool's services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in Colorado.

4. Compensation.

A. In consideration of services to be performed pursuant to this Agreement, City agrees to pay Plan Tools on a time and reimbursable direct cost basis in accordance with this Paragraph and the Fee Schedule, attached hereto as **Exhibit B** and fully incorporated herein by this reference. In no event shall Plan Tools be compensated in excess of \$105,000, inclusive of

reimbursable expenses, without first seeking and obtaining written approval from City for such excess.

B. Direct Personnel Expenses. City shall make payments directly to Plan Tools within thirty (30) days after City's receipt and approval of the monthly Plan Tools invoice for services completed.

C. Reimbursable Expenses. Reimbursable Expenses include expenses incurred by Plan Tools and Plan Tools subconsultants in the interest of the Project, including (i) expenses in connection with travel, and (ii) Project materials, copying and related expenses.

5. Term and Termination.

A. This Agreement shall commence upon execution by the Parties and shall continue in force until completion of the Project.

B. Either Party may terminate this Agreement upon thirty (30) calendar days' notice for any reason or no reason. Upon termination, Contractor shall be paid for services performed through the effective date of termination.

6. Insurance.

A. For the duration of this Agreement, Plan Tools shall procure and maintain at its own cost, commercial general liability insurance coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

B. For the duration of this Agreement, Plan Tools shall procure and maintain at its own cost, professional liability insurance coverage with limits of \$1,000,000 per claim and aggregate.

C. Certificates of insurance shall be supplied to the City by Plan Tools upon request.

7. **Project Schedule.** The services to be performed pursuant to this Agreement shall be accomplished under the Project Schedule in **Exhibit C**.

8. **Entire Agreement; Amendments.** This Agreement contains all agreements, understandings, and arrangements between the Parties, and no other such agreements, understandings, and arrangements exist. This Agreement may be amended only by the mutual written agreement of the Parties. This Agreement may be amended only by the mutual written agreement of the Parties.

9. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any term, phrase or portion of the Agreement shall be determined unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

10. **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 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.

11. Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any action to enforce or otherwise interpret this Agreement shall be proper and exclusive in the District Court for Montrose County, Colorado. In any litigation arising under this Agreement, the prevailing Party shall be entitled to its reasonable attorney fees and court costs.

IN WITNESS THEREOF, this Agreement is executed by the City, and by Plan Tools, acting by and through the undersigned, each of whom represents he or she is properly authorized to bind the Parties hereto, as of the day and year first set forth above.

CITY OF MONTROSE

By: _____
William Bell, City Manager

ATTEST: _____
City Clerk

PLAN TOOLS LLC

By: _____
Martin Landers, Manager

Exhibit A: Scope of Work

General Approach:

- Review all 16 Comprehensive Plan Action Items associated with City land development codes, determine which will be addressed during Phase 2, and update LDR accordingly in coordination with City staff
- Review recently completed Housing Needs Assessment and address recommendations for code changes, potentially consider DOLA's fifteen HB 21-1271 qualifying strategies, and update LDR accordingly in coordination with City staff
- Address City staff priorities discussed during April 3 2023 work session, as well as any remaining City staff priorities not completed during Phase 1, and update LDR accordingly in coordination with City staff
- Assist City staff with community engagement throughout the project, including public open house events and Planning Commission/City Council work sessions and meetings/hearings; provide associated support with project website updates and meeting exhibit preparation. Four (4) trips budgeted; all other meeting to be via videoconference call.
- Begin with code updates and community engagement associated with DOLA IHOP grant (Phase 2a) followed by non-IHOP/additional community engagement (Phase 2b)
Note: Phase 2a items highlighted in *italics* below

Chapter 1: General Provisions

- No revisions are anticipated for this Chapter

Chapter 2: Planning Commission

- No revisions are anticipated for this Chapter

Chapter 3: Historic Preservation

- No revisions are anticipated for this Chapter

Chapter 4: Development Review Procedures

- *General: Ensure that all development review procedures support a timely and reasonable development review process, in accordance with Comprehensive Plan Actions LU 1.1 and 2.2*
- *Section 11-4-2*
 - *Review Table 4.1 and consider streamlining the approval process where possible, e.g., eliminating Planning Commission and/or or City Council meetings and/or hearings where possible in favor of administrative approvals*
- *Section 11-4-3 (D): Revisit timelines for noticing requirements*
- *Consider codifying Prop 123 exemption for 90 Day "fast track process" with conditions for variables that won't conflict w/ state statute.*

Exhibit A: Scope of Work

Chapter 5: Land Subdivision

- General: Revise the subdivision regulations as needed to provide adequate off-site infrastructure, improvements and connections and trails within and between developments, in accordance with Comprehensive Plan Action TM 2.1
- General: Address issue of two zone districts on one lot and when to require subdivision
- Section 11-5-3: Address minor subdivision triggers and scenarios, e.g., farmhouse enclave
- Section 11-5-9
 - Continue to require land dedications for parks and/or open space in residential areas, in accordance with Comprehensive Plan Action PTOS 4.8
 - Review the current school land fee in lieu policies to track with current land values and update the fee if land values have increased by 10% or more over the existing calculation, in accordance with Comprehensive Plan Action EO 4.3
 - Review school land dedication calculations w/ local school district officials.
 - Review the parks and open space land and fee-in-lieu calculations
 - Address in what zone districts park land dedication is required
 - Consider reducing parks in lieu payment to incentivize multi-family development
 - Clarify what constitutes open space; address who benefits – private property owners vs. general public – for purposes of meeting public land dedication or fee-in-lieu calculations; cross-reference with PD section (11-7-8)
- Section 11-5-12: Review 2 - year warranty provision; ties into open space requirements
- Section 11-5-13: Add a rural road standard or variance instead of solely relying on a PD process when there is a street standard deviation request, e.g., Grand Junction TED's exception

Chapter 6: Floodplain Management

- No revisions are anticipated for this Chapter

Chapter 7: Zoning

- *General: Update the zoning regulations to promote and incentivize housing that is attainable to a variety of residents, and ensure a variety of housing types are defined and allowed in appropriate locations, in accordance with Comprehensive Plan Action HN 1.2*
- *General: Consider redefining existing zoning to allow for higher densities to increase the supply of workforce housing, in accordance with Comprehensive Plan Action HN 2.3*
- *Section 11-7-5: Assess and update this section where appropriate to reflect mixing of uses, in accordance with Comprehensive Plan Action LU 2.3*
- *Section 11-7-5 (A)*
 - *Consider consolidating the R5 and R6 zone districts into the R6 district, per recommendation of the Housing Needs Assessment*
 - *Consider consolidating the R1A and R1B zone districts into the R1B district, per recommendation of the Housing Needs Assessment*

Exhibit A: Scope of Work

- Section 11-7-6 (E). Create a chart that details the range of temporary uses, where allowed, and for what duration. Consider including mobile vendor and either cross-referencing or eliminating mobile vendor permit in the Montrose Regulations Manual.
- Sections 11-7-6 (G) and (H)
 - Incorporate specific temporary uses updated in Sec. 11-7-6 (E)
 - Identify where EV charging stations should be located
 - Identify where solar farms and solar facilities should be located
 - Identify where glamping and yurts should be located
 - *Identify where (RV) travel homes, travel home parks, and travel home parking/storage are allowed*
 - *Consider changing single family dwelling and multi-family dwelling from a conditional use to a permitted use in the P zone*
 - *Consider changing multifamily dwelling from a conditional use to a permitted use in the OR zone*
 - *Consider allowing ADUs in Single-Family Districts: R1, R1A and R1B and R2, per recommendation of the Housing Needs Assessment*
 - *Consider allowing ADUs in Medium to High Density Districts (R3, R3A, R4, R5, and R6) per recommendation of the Housing Needs Assessment*
 - *Consider allowing duplexes in the R2 district, per recommendation of the Housing Needs Assessment*
 - *Consider allowing triplexes in the R3 district, per recommendation of the Housing Needs Assessment*
 - *Consider allowing triplexes and quadplexes in the R3 and R3A district, per recommendation of the Housing Needs Assessment*
 - *Consider allowing modular housing in all zone districts, per recommendation of the Housing Needs Assessment*
 - *Reassess appropriate zone districts for mobile homes, manufactured homes and modular homes, in accordance with Comprehensive Plan Action LU 2.4*
 - Review all listed uses and determine appropriateness of classification in zone district(s) as a permitted, conditional, or prohibited use
- Section 11-7-7
 - Consider reducing setback requirements for buildings abutting open space or golf course
 - Add setback requirements for residential uses in commercial districts
 - Consider increasing garage setbacks to be more than 15'
 - Clarify/reconsider setbacks for sheds and accessory structures
 - Add additional provisions regarding measurements and exceptions, including calculation of residential building height
 - *Consider allowing higher density within medium density zoning districts, per recommendation of the Housing Needs Assessment*
 - *Consider allowing higher density within the R4 district, per recommendation of the Housing Needs Assessment*

Exhibit A: Scope of Work

- *Consider allowing higher density in the MHR zone district for tiny homes if replacing a non-conforming manufactured home, per recommendation of the Housing Needs Assessment*
- *Consider establishing a minimum density standard in the R-3, R-3A, R4, R5 and R6 zone districts, per recommendation of the Housing Needs Assessment*
- Section 11-7-8
 - *Update PD regulations after discussing current regulations; what they are and what they are not.*
 - *Determine whether two or more residential buildings on a lot should require a PD*
 - Address density and how it is calculated in a PD
 - Determine what qualifies for meeting the 20% open space requirement; consider changing to “useable open space”.
 - Address who benefits – private property owners vs. general public – for purposes of meeting public land dedication or fee-in-lieu calculations; cross-reference with Section 11-5-9
 - Determine whether an applicant can/should provide a payment-in-lieu for the portion of PD open space that does not meet the 20% requirement
- Section 11-7-9
 - *Expand and update the REDO district to include mixed use development, in accordance with Comprehensive Plan Action LU 5.1*
 - *Update REDO process - make it more user friendly and understandable, and clarify that internal units are ADUs, too (some of this has been drafted)*
 - *Revise ADU provisions to reduce barriers to development for workforce housing*
- Section 11-7-10
 - Revise this section to encourage new development along the river while preserving its natural character, in accordance with Comprehensive Plan Action LU 4.1
 - Continue to provide open space for wildlife migration corridors and recreation access where feasible, in accordance with Comprehensive Plan Action HE 4.6
 - Fine tune content and how to utilize the Uncompahgre River Buffer Overlay Zone.
 - Address urban deer and wildlife

Chapter 8: Site Development

- General: Revise the site development regulations as needed to provide adequate improvements and connections and trails within and between developments, in accordance with Comprehensive Plan Action TM 2.1
- General: Continue to encourage water conservation measures through the site development process, in accordance with Comprehensive Plan Action HE 7.4
- General: Implement defensible space for Wildland Urban Interface, in accordance with the Comprehensive Plan’s Multi-Jurisdictional Hazard Mitigation Plan Action MC 11-2009
- Section 11-8-1
 - Consider allowing exemptions from site plan for minor buildings on sites that have already been approved for primary buildings

Exhibit A: Scope of Work

- Consider additional exceptions based on what should trigger site development review, e.g., pole barns vs coffee shop (traffic stacking issues). Both are small structures but with vastly different site plan implications.
- Specify conditions of approval for site development agreements/maintenance covenants, whether they need to be recorded, or provide an alternative process that requires less administrative time
- Section 11-8-3
 - Update parking regulations in the downtown area to provide improved pedestrian access to downtown businesses, in accordance with Comprehensive Plan Action TM 5.1
 - Determine why a hospital requires less off-street parking than a medical clinic
 - Consider including a parking setback standard
 - Review parking space sizes
 - Clarify that a parking space in front of a garage counts as a parking space in addition to the parking space in a garage
- Sec. 11-8-8: Highway corridor standards, determine whether these are working as intended and update as needed

Chapter 9: Outdoor Lighting

- No revisions are anticipated for this Chapter

Chapter 10: Signs

- General: Address issues raised by InDesign
- Section 11-10-2: Address requirement to have a permanent building on-site in light of off-premise sign provisions
- Section 11-10-4: Consider providing for City Manager-approved variances
- Section 11-10-5: Review and update coordinated sign plan provisions as needed
- Section 11-10-6: Eliminate primary/secondary sign distinction
- Section 11-10-7: Consider adding a maximum 50% coverage standard for window signs

Chapter 11: Supplementary Uses

- Section 11-11-4: Address magnesium chloride tanks
- *New Section 11-11-5: Consider adding a new section Accessory Dwelling Units specifying ADU provisions that increase allowance of ADU's, per recommendation of the Housing Needs Assessment*

Chapter 12: Adult Businesses

- Section 11-12-9: Update Adult Gaming provisions post-moratorium

Chapter 13: Mobile Homes and Travel Homes

- *Section 11-13-3: Relocate permit procedures to Section 11-13-2*
- *Section 11-13-2: Review and update relocated permit procedures as needed*
- *Section 11-13-4: Review and update permit process as needed*

Exhibit A: Scope of Work

- *Section 11-13-5: Determine whether City wants to encourage new mobile home park development and update standards accordingly*
- *Section 11-13-6: Determine whether City wants to encourage long-term travel home park occupancy (>30 days) and update accordingly*
- *Section 11-13-7: Review and update permit process as needed*
- *Section 11-13-8: Review and update permit process as needed*
- *Section 11-13-9: Determine whether City wants to encourage new travel home park development and update standards accordingly*
- *Section 11-13-10: Facilitate retention of existing mobile home parks with mechanism for incremental improvements*
- *General: Determine whether City wants to encourage tiny homes and add new sections accordingly, using state statute and Fountain example.*

Chapter 14: Wireless Communications

- Section(s) TBD: Include an exception for SCADA antennas

Chapter 15: Definitions

- *Section 11-15-10: Add definitions for all uses shown in Sections 11-7-6 (G) and (H)*
- Section 11-15-10: Define building height
- Section 11-15-10: Define EV charging stations
- Section 11-15-10: Define glamping and yurts
- Section 11-15-10: Define medical clinic
- Section 11-15-10: Define solar farms and solar facilities
- Section 11-15-10: Define useable open space
- General: Add/update/revise additional definitions as needed

EXHIBIT B: FEE SCHEDULE

1. For performing the professional planning services identified in Exhibit A, Scope of Services, City shall pay Plan Tools an amount not to exceed \$105,000 (One Hundred and Five Thousand dollars), based on the following rate schedule:

<u>PERSONNEL</u>	<u>RATE</u>
Land Use Attorney	\$225 per hour
Principal Planner	\$150 per hour
Senior Planner	\$125 per hour
Landscape Architect	\$125 per hour
GIS Specialist	\$100 per hour

2. City shall make monthly periodic progress payments for professional planning services. Compensation for professional planning services includes labor, overhead, profit and reimbursable expenses.
3. Although the parties recognize and accept the ordinary risks and/or benefits of a not-to-exceed fee structure, the parties agree to negotiate a Supplemental Agreement to adjust the not-to-exceed fee amount if there has been, or is to be, a material change in the: a) scope, complexity or character of the Services or the project, b) conditions under which the Services are required to be performed, or c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement. If such material change is necessary, a Supplemental Agreement shall be negotiated and approved by the parties prior to initiating said material change.
4. Compensation for Additional Services, if any, shall be paid by City to Plan Tools either as a lump sum negotiated for any subsequent Supplemental Agreement, or on an hourly basis per the rate schedule above.

EXHIBIT C: PROJECT SCHEDULE

The services in Exhibit A: Scope of Services will be performed according to a schedule agreed upon by the City and Plan Tools. A basic timeline for the project is:

Phase 2a: IHOP Updates

November 2023 – October 2024

Phase 2b: Non-IHOP Updates

April 2024 – December 2024



CITY OF MONTROSE
POLICE DEPARTMENT

434 South First Street
Montrose, Colorado 81401

970-252-5200 Phone

970-252-5216 Fax

October 6, 2023

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

FROM: Blaine Hall, Chief

SUBJECT: **Activities of the Montrose Police Department for the 3rd quarter of 2022 vs. 2023.**

STATISTICAL RECAPITULATION:		July - September	July - September	%
1	REPORTED CRIME	2022	2023	CHANGE
	Homicide	0	0	0%
	Robbery	0	0	0%
	Assaults	54	79	46%
	Assault on a Peace Officer	2	1	-50%
	Sexual Assaults	22	33	50%
	Burglary (Residence)	7	6	-14%
	Burglary (Commerce)	12	4	-67%
	Theft (All)	214	193	-10%
	Motor Vehicle Theft	20	18	-10%
	Criminal Mischief	83	63	-24%
	Domestic Violence	69	69	0%
	Public Peace (Harassment, Disorderly, etc.)	296	285	-4%
2	Total Felony Crimes	78	102	31%
	Total Misdemeanor Crimes	491	515	5%
3	Total Incidents	8483	8679	2%
	CAD Log Volume	74230	81393	10%
4	Traffic Accidents	223	263	18%
	D.U.I (Accidents)	1	5	400%
	D.U.I. (Ofc. Obs.)	15	32	113%
	Traffic Citations	205	287	40%
	Traffic Contacts	571	856	50%
	Traffic Fatalities	0	0	0%
5	ARRESTS			
	Felony			
	Adult	41	45	10%
	Juvenile	1	2	100%
	Misdemeanor			
	Adult	211	187	-11%
	Juvenile	26	20	-23%
	Drug Arrests (exc. Marijuana)	57	54	-5%
6	Weapon Involved (Non-Firearm)	11	16	45%
	Firearm Involved	7	8	14%
	Officer Use of Force	7	16	129%
7	Mental Health Holds/Contacts	63	77	22%
	Co-Responder Referrals	188	247	31%
	Co-Responder Responses	188	247	31%

[illegible]



PSST 2A REPORT CARD

Report of the progress made by the City of Montrose regarding the .58% Public Safety Sales Tax, approved by City of Montrose voters in 2019.

PROMISES MADE

PROMISES DELIVERED

BUDGET

43% of General Operations
Allocated to Public Safety

☒ 43% in 2023 = \$8.360 million

STAFFING

3 Patrol Officers

☒ ☒ ☒

1 Community Operations Sergeant

☐

2 School Resource Officers

☒ ☒

4 SRO's actively working in school system

2 Traffic Unit/Park Safety Officers

☐ ☒

3 Street Crimes Officers

☐ ☐ ☐

3 Detectives

☐ ☒ ☒

1 Crime Analyst

☒

2 Civilian Report Technicians

☒ ☒

1 Public Safety Attorney

☒

2 Record Technicians

☒ ☒

FACILITY

Site Preparation

☒ 100% Complete

Move-In

☒ 100% Complete

Operational

☒ 100% Complete

Construction

☐ Final walk through scheduled for Q4 2023

PUBLIC SAFETY IMPROVEMENTS

Hiring & Training

- K-9 Units: Floki (DTF) and Kilo (patrol) - fully trained and working in the community
- Hosted Regional Advanced Domestic Violence & Strangulation Investigation Course
- TCR Academy recruitment outreach

Western Colorado Law
Enforcement Academy

- 10 cadets graduated; employed by law enforcement agencies throughout the Western Slope

Public Communication

- First round of Theft Reduction & Prevention Grants awarded - second round scheduled for Q1 2024
- Community Outreach & Organizational Development
- National Night Out - August 1