



CITY COUNCIL WORK SESSION

Monday, April 15, 2024 - 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 online via livestream](#) and video recordings of the meetings can be viewed on our [YouTube page](#).

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. Schedule time to book this resource, by [emailing the City](#) at least 3 days before the meeting.

1) INTRODUCTION OF NEW CITY EMPLOYEES (5 minutes)

Matthew Velasquez - HR Generalist
Troy Gore - Assistant Grounds Superintendent
Logan Tusses - IS Technical Support Specialist

2) DISCUSSION ITEMS

A) Woodgate/East Oak Grove Roundabout Southern Right of Way Cleanup (10 minutes)
Staff: City Engineer Scott Murphy

B) Planning Commission Appointment (5 minutes)
Staff: Deputy City Manager Ann Morgenthaler

3) GENERAL CITY COUNCIL DISCUSSION

4) STAFF COMMENTS

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: April 4, 2024
RE: Woodgate/East Oak Grove Southern ROW Cleanup City Council Actions
CC: William Bell, Chris Dowsey

The purpose of this memo is to summarize City Council considerations relating to cleanup of the southern rights of way for the planned Woodgate and East Oak Grove Road (WEOG) Roundabout. As part of the original Woodgate Realignment project in 2021, the City acquired rights of way from RDMJK Woodgate Investments for the realignment project and the anticipated WEOG Roundabout through an Official Act of the City plat action. The WEOG Roundabout ROW was dedicated based on a preliminary design and layout for the roundabout; now that detailed traffic analyses and designs have been performed for the roundabout, the right of way areas are being “cleaned” up to match the final roundabout footprint. This will include entering into a memorandum of agreement to provide framework for the cleanup actions, vacation of obsolete rights of way through ordinance, and dedication of new rights of way and easements through an amendment to the project plat.

Current City Council Actions

- **Memorandum of Agreement.** This document creates the framework for actions needed to cleanup the WEOG roundabout ROW. Because this is only a cleanup project, no compensation is proposed for either party. Boundaries for the ROW vacations and the amended Official Act of the City Plat are included as attachments to the agreement.
- **Right of Way Vacation Ordinance (No. 2662).** This ordinance authorizes the City to vacate obsolete portions of right of way situated within the WEOG Roundabout project area. The portions of right of way being vacated are no longer needed by the City for the intersection. Combined with the project replat (next bullet), the obsolete rights of way are being replaced with those needed for the roundabout; thus effectively shifting the rights of way to match its final footprint.
- **Amended Project Plat.** In order to keep a single plat for the RDMJK parcels, this plat action will amend the original RDMJK Woodgate Official Act of the City Plat to reflect the vacated and newly-dedicated rights of way/easements. The project plat will be considered following adoption of the right of way vacation Ordinance 2662 on second reading.

The City is currently scheduled to close and record all documents related to the right of way cleanup within 30 calendar days of right of way vacation and plat approval.

Future City Council Actions

Construction of the WEOG Roundabout is scheduled to run from October 2024 to June of 2025. City Council is scheduled to consider contract approval in the fall of 2024 for construction of the project.

MEMORANDUM OF AGREEMENT
WOODGATE-EAST OAK GROVE ROUNDABOUT RIGHT OF WAY CLEANUP PROJECT

This MEMORANDUM OF AGREEMENT (the **“MOA”**) is entered into and effective as of _____, 2024 (the **“Effective Date”**) by and between the City of Montrose, a Colorado home rule municipal corporation, whose address is 400 East Main Street, P.O. Box 790, Montrose, Colorado 81402 (the **“City”**), and RDMJK Woodgate Investments, a Colorado limited liability company, whose address is 24849 Brook Drive, Nisswa, Minnesota 56468 (**“RDMJK”**) (each individually referenced herein as a **“Party”** and collectively as the **“Parties”**).

RECITALS

WHEREAS, the City and RDMJK entered into the Memorandum of Agreement - Woodgate Realignment Project (the **“Original Realignment MOA”**) on September 8, 2020 to facilitate the realignment of Woodgate Road from its intersection with Townsend Avenue over to its current configuration intersecting with East Oak Grove Road. All actions contemplated in the Original Realignment MOA were completed and the realigned Woodgate Road was opened to the public in July of 2022 as a T-intersection with East Oak Grove Road.

WHEREAS, as part of the Original Realignment MOA, the City and RDMJK envisioned the eventual construction of a roundabout at the intersection of the realigned Woodgate Road and East Oak Grove Road (the **“WEOG Roundabout”**).

WHEREAS, to facilitate eventual construction of the WEOG Roundabout, rights of way were dedicated at the intersection based on a preliminary design of the roundabout. Right of way dedications were made on the RDMJK Woodgate Division of Property – An Official Act of the City of Montrose plat recorded as Reception Number 934099 with the Montrose County Recorder (the **“Original RDMJK Plat”**) in April of 2021.

WHEREAS, the City has since finalized design of the WEOG Roundabout and the right of way and easement requirements for the updated design do not match those dedicated with the Original RDMJK Plat.

WHEREAS, the City and RDMJK wish to “cleanup” the rights of way along the southwestern and southeastern corners of the intersection by vacating rights of way and easements that will not be needed for the roundabout project and dedicating rights of way and utility easements where they will be needed (the **“WEOG Roundabout ROW Cleanup Project”**).

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

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide an effective and reliable means for the Parties to jointly pursue the various steps necessary to accomplish the WEOG Roundabout ROW Cleanup Project, as further set forth below.

2. **PROJECT STEPS AND ACTIONS.** The Parties hereby acknowledge and confirm to and with each other that the following constitute the general steps and actions necessary by each party in order to complete the WEOG Roundabout ROW Cleanup Project.

City of Montrose

- a. **Vacate Unneeded Rights of Way.** The City shall prepare all necessary exhibits, vacation ordinances, and deeds associated with the vacation of unneeded rights of way in the vicinity of the proposed WEOG Roundabout and pursue the vacations with the Montrose City Council. Vacations shall be in general conformance with the land areas shown in Attachment A. It should be noted that City Staff do not have the authority to vacate unneeded rights of way; these will ultimately require approval by Montrose City Council through public processes.
- b. **Amend the Original RDMJK Plat.** The City shall prepare and seek council approval of an amendment to the Original RDMJK Plat to vacate unneeded utility easements, include rights of way vacated by ordinance, and dedicate new rights of way and utility easements needed for the WEOG Roundabout Project. The Amended RDMJK Plat shall be in general conformance with that included in Attachment B. It should be noted that City Staff do not have the authority to approve the amended plat; this will ultimately require approval by Montrose City Council through public processes.
- c. **Record Applicable Documents.** The City shall be responsible for recording all applicable ordinances, deeds, and plats within one week of final execution.

RDMJK

- a. **Closing Event.** Within 30 calendar days following vacation of unneeded rights of way and amendment/approval of the Original RDMJK Plat by the City, the Parties shall hold a closing event and shall execute and deliver such documents as shall be necessary to dedicate new rights of way/easements, affect the WEOG Roundabout ROW Cleanup Project, and to comply with the terms of this Agreement.
3. **COMPENSATION.** Given the mutual benefit of this project, no compensation is contemplated as part of this agreement.
4. **COVENANTS, REPRESENTATIONS AND WARRANTIES.**
- a. **RDMJK Covenants, Representations and Warranties.** RDMJK hereby covenants, represents and warrants to and with the City to proceed in a timely manner and reasonably cooperate in good faith with the City to take all actions necessary to comply with the terms of this Agreement and timely complete the WEOG Roundabout ROW Cleanup Project including, without limitation, perform, negotiate, provide, execute and/or deliver all documents, information and/or items and undertakings contemplated by, appropriate or needed to achieve the City Approvals and effect the project pursuant to this Agreement.

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

5. GENERAL TERMS AND CONDITIONS

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

breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.

- g. **No Venture or Partnership.** No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making either the City or RDMJK joint venturers or partners of any kind.
- h. **Applicable Law/Severability.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the district court for Montrose County, Colorado. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application thereof to a particular situation shall be held invalid by a court of competent jurisdiction, such provision or application thereof shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or any other provision of this Agreement.
- i. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver of abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- j. **Term of Agreement.** The Parties' rights and obligations under this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of two years from and after the Effective Date.
- k. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. The Parties hereby acknowledge and agree that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this Agreement to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City's obligations to perform any obligations under this Agreement shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this Agreement.
- l. **Further Assurances.** The Parties hereto agree to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

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

CITY OF MONTROSE, COLORADO

RDMJK WOODGATE INVESTMENTS, LLC

By: _____
William Bell, City Manager

By: _____
Robert D. Kohout, Manager

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by William Bell, City Manager of the City of Montrose, Colorado.

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

(Seal)

Notary

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Robert D. Kohout, Manager of RDMJK Woodgate Investments, LLC.

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

(Seal)

Notary

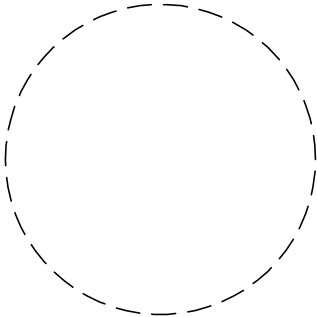
S1/4 SEC.34 T.49N, R.9W
FOUND 3-1/4" ALUMINUM
CAP L.S. 37662

NORTHWEST CORNER
SEC.4 T.48N, R9W
FOUND 3 1/4"
BRASS CAP

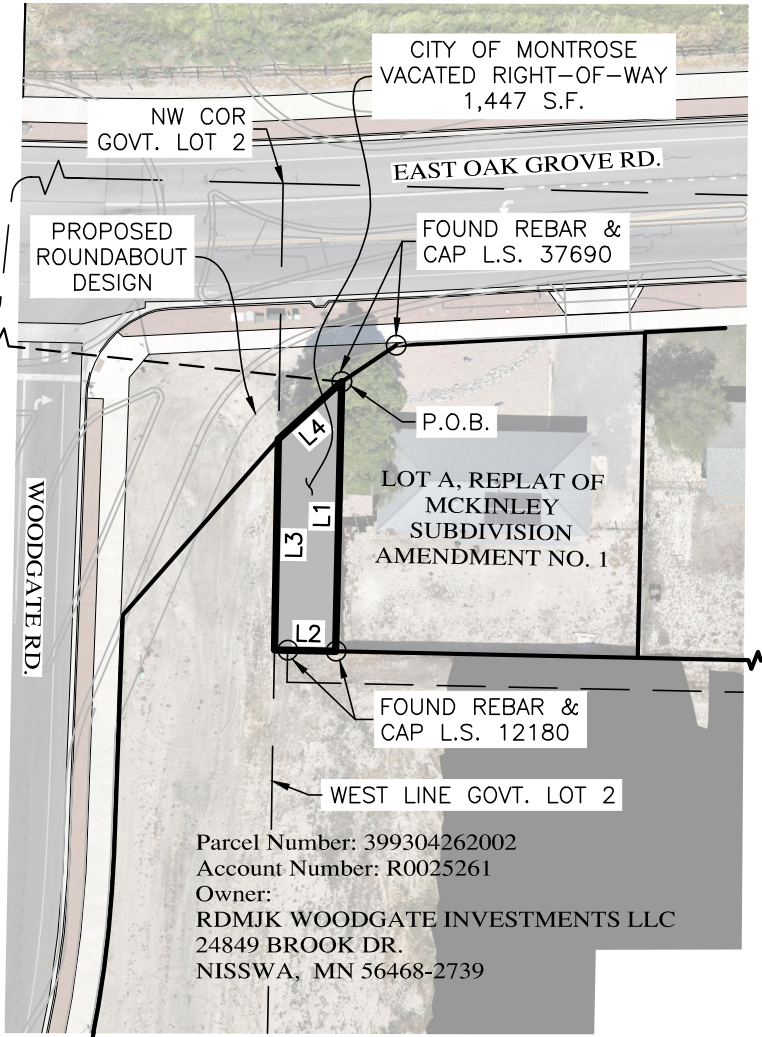
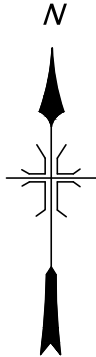
BASIS OF BEARINGS
N88°40'05"W

BASIS OF BEARINGS

The line between the found
Rebar and Cap at the S1/4
Corner of Section 34, T.49N,
R.9W, N.M.P.M. and the found
BLM Brass Cap and Pipe at
the Northwest corner of Section
4, T.48N, R.9W, N.M.P.M. bears
N88°40'05"W. (Assumed)



Frederick Ballard, PLS 37690
for and on behalf of
Del-Mont Consultants, Inc.
125 Colorado Ave.
Montrose, CO 81401



LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S01°18'28"W	84.15'
L2	N88°44'41"W	19.13'
L3	N01°02'51"E	65.85'
L4	N47°59'49"E	26.70'

EXHIBIT A

VACATED RIGHT-OF-WAY (VR-2)
IN GOVERNMENT LOT 2, SECTION 4, T.48N., R.9W., N.M.P.M.,
CITY AND COUNTY OF MONTROSE, STATE OF COLORADO

VACATED RIGHT-OF-WAY DESCRIPTION

A tract of land situated in Government Lot 2, Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, City of Montrose, County of Montrose, State of Colorado, being a portion of an Alley Right-of-Way dedicated on the Replat of McKinley Subdivision, Book 12 Page 90, more particularly described as follows:

Beginning at a Northwest corner of Lot A Replat of McKinley Subdivision Amendment 1, Reception No. 947516, a rebar and survey cap L.S. 37690, from whence the South 1/4 corner of Section 34 bears N83°52'50"W 758.16 feet;
Thence S01°18'28"W 84.15 feet along the West line of said Lot A;
Thence N88°44'41"W 19.13 feet along the South line of said Alley Right-of-Way to the West line of said Government Lot 2;
Thence N01°02'51"E 65.85 feet along said West line of Government Lot 2;
Thence N47°59'49"E 26.70 feet to the POINT OF BEGINNING.
Said Vacated Right-of-Way contains 1,447 square feet as described.



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

DESIGNED BY:

PJI

SCALE:

1" = 60'

CHECKED BY:

FAB

FILE NAME:

23136V_ROW-ESMT

CITY OF MONTROSE
VACATED RIGHT-OF-WAY DESCRIPTION
RDMJK Woodgate Investments LLC
MONTROSE, COLORADO

D.M. JOB NO.:

23136

DATE ISSUED:

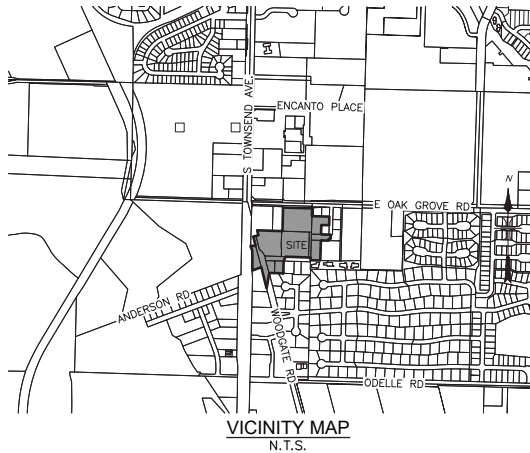
1/18/2024

SHEET:

1 of 1

RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Lot 1 and Lot 2 of RDMJK Woodgate Division of Property, an Official Act of the City of Montrose, according to the plat recorded April 1, 2021 at Reception No. 934099, County of Montrose, State of Colorado. Together with a City of Montrose Vacated Right-of-Ways at Reception No. _____.

Have by these presents laid out, platted and divided the same into lots, as shown on this plat, under the name and style of RDMJK Woodgate Division of Property, An Official Act of the City of Montrose, Amendment No. 1, hereafter "RDMJK Amendment No. 1 Plat", and do hereby dedicate, grant and convey to the City of Montrose, Colorado for the use of the public Woodgate Road right of way as hereon shown.

Public utility easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, including but not limited to water, sewer, electrical, telephone, gas and CATV lines, drainage facilities, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities.

Executed this _____ day of _____, 2024.

Robert Kohout
RDMJK Woodgate Investments LLC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 2024, by RDMJK Woodgate Investments LLC.

Witness my hand and official seal.
My commission expires _____

Notary

PURPOSE OF THIS PLAT

The purpose of this RDMJK Amendment No. 1 Plat is to amend existing Lots 1 and 2 to incorporate obsolete rights of way vacated by the City of Montrose and to dedicate new rights of way and easements needed for the roundabout intersection at Woodgate and East Oak Grove Roads. The acreage summaries presented below are for the amended lots.

LOT ACREAGE SUMMARY OF RDMJK AMENDMENT NO. 1 PLAT

LOT 1	4.75 ACRES
LOT 2	3.02 ACRES
ROW DEDICATION	0.01 ACRES (509 S.F.)
TOTAL	7.78 ACRES

MISCELLANEOUS PLAT NOTES (PER CITY OF MONTROSE)

- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall account for all drainage from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose Site Development process shall be required to demonstrate engineered solutions to historical and anticipated drainage from adjacent and/or up-gradient lots and properties, construct improvements, and dedicate easements as appropriate to maintain drainage functionality.
- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall maintain utility and access easements and construct improvements as appropriate to ensure availability of utility connections and access (water, sewer, gas, electric, fiber, cable, phone, etc.) to neighboring lots within the RDMJK Amendment No. 1 Plat. Easement locations are subject to change through agreement between the City of Montrose and the developer as appropriate to maintain utility and access easement functionality.
- Site development of individual lots within the RDMJK Amendment No. 1 Plat shall account for all irrigation supply and return flows from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose site development or subdivision processes shall be required to demonstrate engineered solutions to maintain historical irrigation supply and return flows to and from adjacent properties, construct improvements, and dedicate easements as appropriate to maintain full functionality of irrigation systems.
- Each dwelling unit in the RDMJK Amendment No. 1 Plat, if any, shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to Section 11-5-9(C) of the Municipal Code. Payments shall be made to the City of Montrose, to be later disbursed to the RE-1J School District.
- Future subdivision and site development of any lots within the RDMJK Amendment No. 1 Plat which create common areas, tracts, open space, or outlots will require a Declaration of Covenants or equivalent document in accordance with Title XI of the Montrose Official Code.
- All easements shown within lots are subject to relocation through agreement between the City of Montrose and the developer as the lots are developed and amended in the future by formal plats and/or similar land use development applications through the City of Montrose site development and subdivision processes and/or as otherwise deemed appropriate by the parties.

BASIS OF BEARINGS:

The Basis of Bearings is between the found 3 1/4" aluminum cap L.S. 37662 at the S1/4 corner of Section 34, Township 49 North, Range 9 West, New Mexico Principal Meridian, and the found 3 1/4" brass cap at the Northwest corner of Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, which bears N88°40'05"W (ASSUMED)

LINEAL UNITS STATEMENT:

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

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights-of-way in evidence or known to me to exist on or across said property except as shown on this RDMJK Amendment No. 1 Plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey. I further certify that all monuments shown hereon actually exist and their positions are as shown.

Section 38-51-106 Statement: this RDMJK Amendment No. 1 Plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this RDMJK Amendment No. 1 Plat may be found in the title Report issued by Fidelity National Title, dated November 21, 2023, bearing Title Report No: 210-F15315-23.

Frederick A. Ballard, P.L.S.
Registration No. 37690
Date: _____

ATTORNEY'S CERTIFICATE

I, Douglas R. Tueller, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Pro-Forma Title Commitment No. _____ Issued by Fidelity National Title Insurance Company, dated _____, 20____ (the "Pro-Forma Title Commitment"), which commits to insure to RDMJK Woodgate Investments the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Pro-Forma Title Commitment, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Pro-Forma Title Commitment and noted on this RDMJK Amendment No. 1 Plat.

Attorney
Registration No. _____
Date: _____

APPROVAL OF DEPUTY CITY MANAGER

Approved this _____ day of _____, 2024, by

_____, Deputy City Manager of the City of Montrose.

Deputy City Manager

APPROVAL OF CITY ENGINEER

Approved this _____ day of _____, 2024, by

_____, City Engineer of the City of Montrose.

City Engineer

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 2024, by

_____, City Attorney of the City of Montrose.

City Attorney

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 2024, by _____, Mayor of the City of Montrose; all conveyances of interests in real property made on this RDMJK Amendment No. 1 Plat are hereby accepted by the City.

Mayor, City of Montrose

APPROVAL OF VACATED EASEMENTS PER THIS PLAT

Mayor, City of Montrose

Date

RECORDER'S CERTIFICATE

This RDMJK Amendment No. 1 Plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the

time of _____, on the _____ day of _____, 2024 under

Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

Deputy

PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
1235 Colorado Ave. W. Montrose, CO 81401 • (970) 249-2281 • (970) 249-2342 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK

883C

DRAWN BY

P/J

DATE

4/4/2024

SHEET

1 of 2

FILE

23136V_PLAT-DIVN

JOB NO.

23136

TYPE

PLAT

RDMJK WOODGATE DIVISION OF PROPERTY
AN OFFICIAL ACT OF C.O.M. - A1

CITY OF MONTROSE

433 S. 1ST STREET
MONTROSE, CO 81402

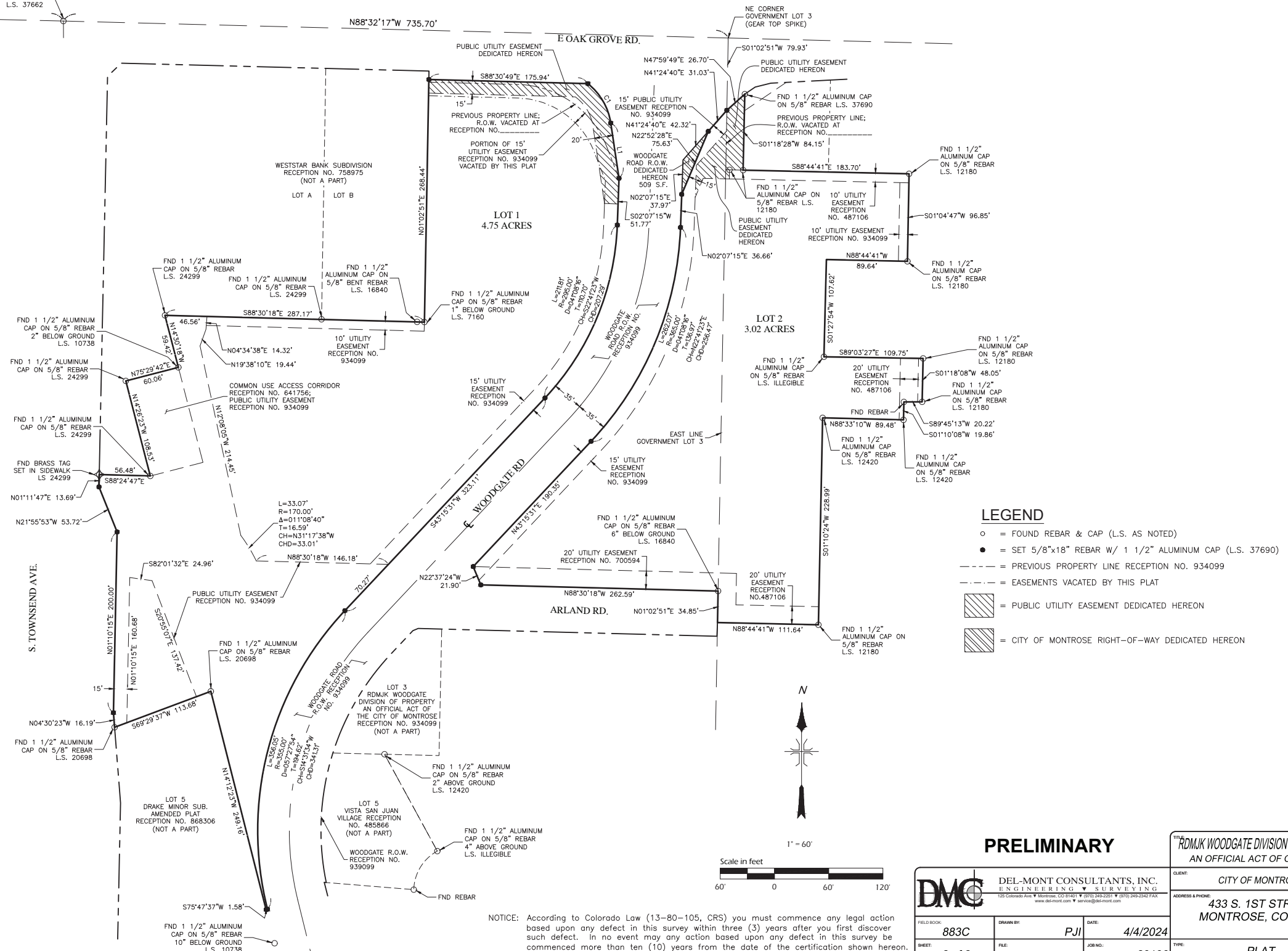
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

RDMJK WOODGATE DIVISION OF PROPERTY
AN OFFICIAL ACT OF THE CITY OF MONTROSE
AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	51.70'	68.50'	043°14'38"	S30°09'21"E	50.48'

LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S08°32'02"E	61.73'



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

PRELIMINARY

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 133 Colorado Ave. W. Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.del-mont.com • service@del-mont.com		CLIENT: CITY OF MONTROSE
FIELD BOOK: 883C	DRAWN BY: PJI	DATE: 4/4/2024
SHEET: 2 of 2	FILE: 23136V PLAT-DIVN	JOB NO.: 23136
		TYPE: PLAT

RDMJK WOODGATE DIVISION OF PROPERTY
AN OFFICIAL ACT OF C.O.M. - A1
433 S. 1ST STREET
MONTROSE, CO 81402

ORDINANCE NO. 2662

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, GRANTING AND AUTHORIZING THE CONVEYANCE OF AN INTEREST IN CITY OWNED REAL ESTATE PURSUANT TO § 1-9-2 OF THE OFFICIAL CODE OF THE CITY OF MONTROSE

WHEREAS, the City of Montrose and RDMJK Woodgate Investments, LLC desire to exchange real property within the City of Montrose for the purpose of realigning rights-of-way along the southwestern and southeastern corners of the intersection at Woodgate Road and East Oak Grove Road as shown in **Exhibit A** (the “**Division of Property Overview**”), attached hereto; and

WHEREAS, in order to facilitate eventual construction of the roundabout at Woodgate Road and East Oak Grove, the City of Montrose and RDMJK Woodgate Investments, LLC mutually desire to undertake a joint public/private project (the “**WEOG Roundabout ROW Cleanup Project**”) to clean up the rights-of-way along the southwestern and southeastern corners of the intersection by vacating rights-of-way and easements that will not be needed for the roundabout project and dedicating rights-of-way and utility easements where they will be needed, and have entered into a Memorandum of Agreement to facilitate this realignment; and

WHEREAS, the City of Montrose owns portions of existing rights-of-way adjacent to the WEOG Roundabout ROW Cleanup Project as shown in **Exhibit A** with detailed descriptions included as **Exhibit B** (the “**Vacated Right-of-Way West, VR-1**”), and **Exhibit C** (the “**Vacated Right-of-Way East, VR-2**”), attached hereto; and

WHEREAS, the City of Montrose desires to vacate portions of right-of-way shown in **Exhibits B and C**, and RDMJK Woodgate Investments, LLC desires, on an Official Replat of the project area, to grant right-of-way and utility easements for the WEOG Roundabout ROW Cleanup Project, thus effectively realigning the Woodgate Road and East Oak Grove Road rights-of-way to the configuration shown in **Exhibit A**; and

WHEREAS, the City of Montrose and RDMJK Woodgate Investments, LLC have agreed to terms that provide an equitable exchange of property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that the properties described in **Exhibits B and C** attached and incorporated hereto, may be granted and conveyed for reasonable consideration.

The City Council hereby authorizes the Mayor and City Staff to execute all documents required to consummate said conveyance to RDMJK Woodgate Investments, LLC.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and its passage on first reading on Tuesday, the ____ day of _____, 2024, 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 _____, 2024.

, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ, and ADOPTED on second reading this ____ day of _____, 2024.

, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A – Page 2

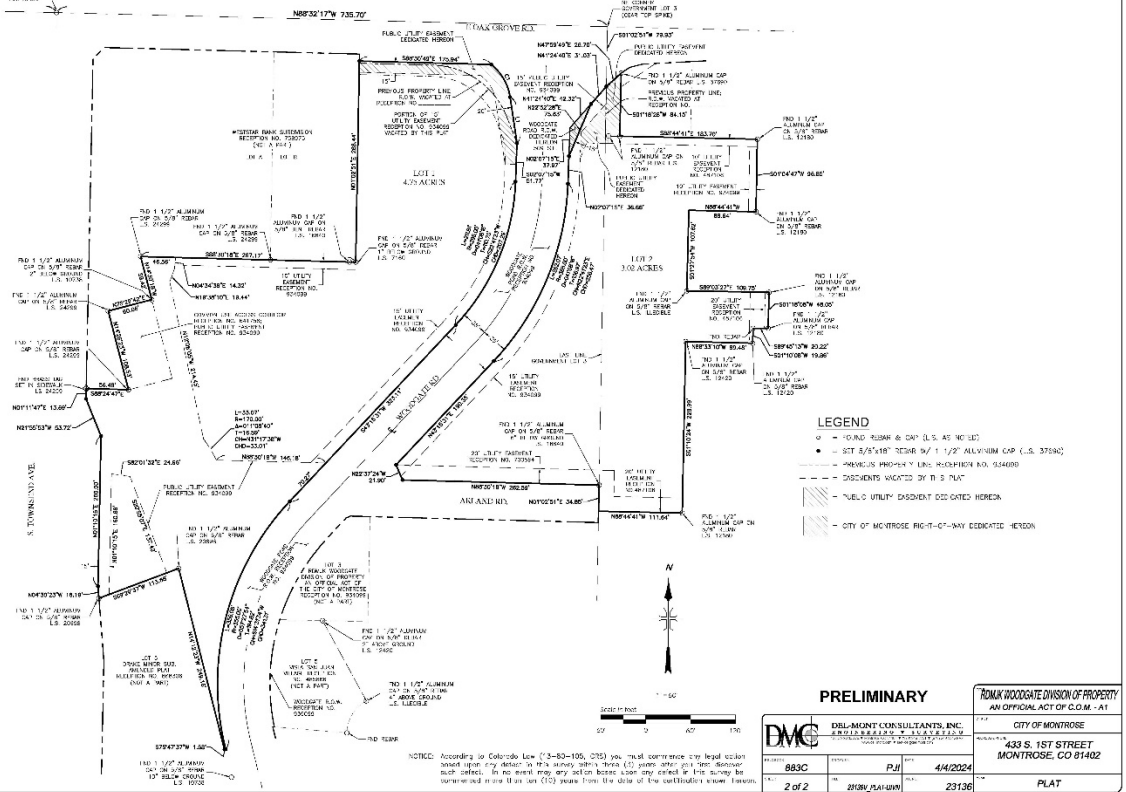
RDMJK Woodgate Division of Property, Amendment No. 1

RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO. 1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

CURVE DATA				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	31.90'	68.10'	64.314754°	S.3720°12'16" E.
C2	25.48'	57.40'	50.48°	

LINE DATA	
LINE #	DIRECTION, LENGTH
1	S.3720°12'16" E. 31.90'



PRELIMINARY

DMC		DELMONT CONSULTANTS, INC.	
883C		PJH	
2 of 2		4/4/2024	
2020W PLAN 4000		23136	
		PLAT	

EXHIBIT B - Vacated Right-of-Way West (VR-1)

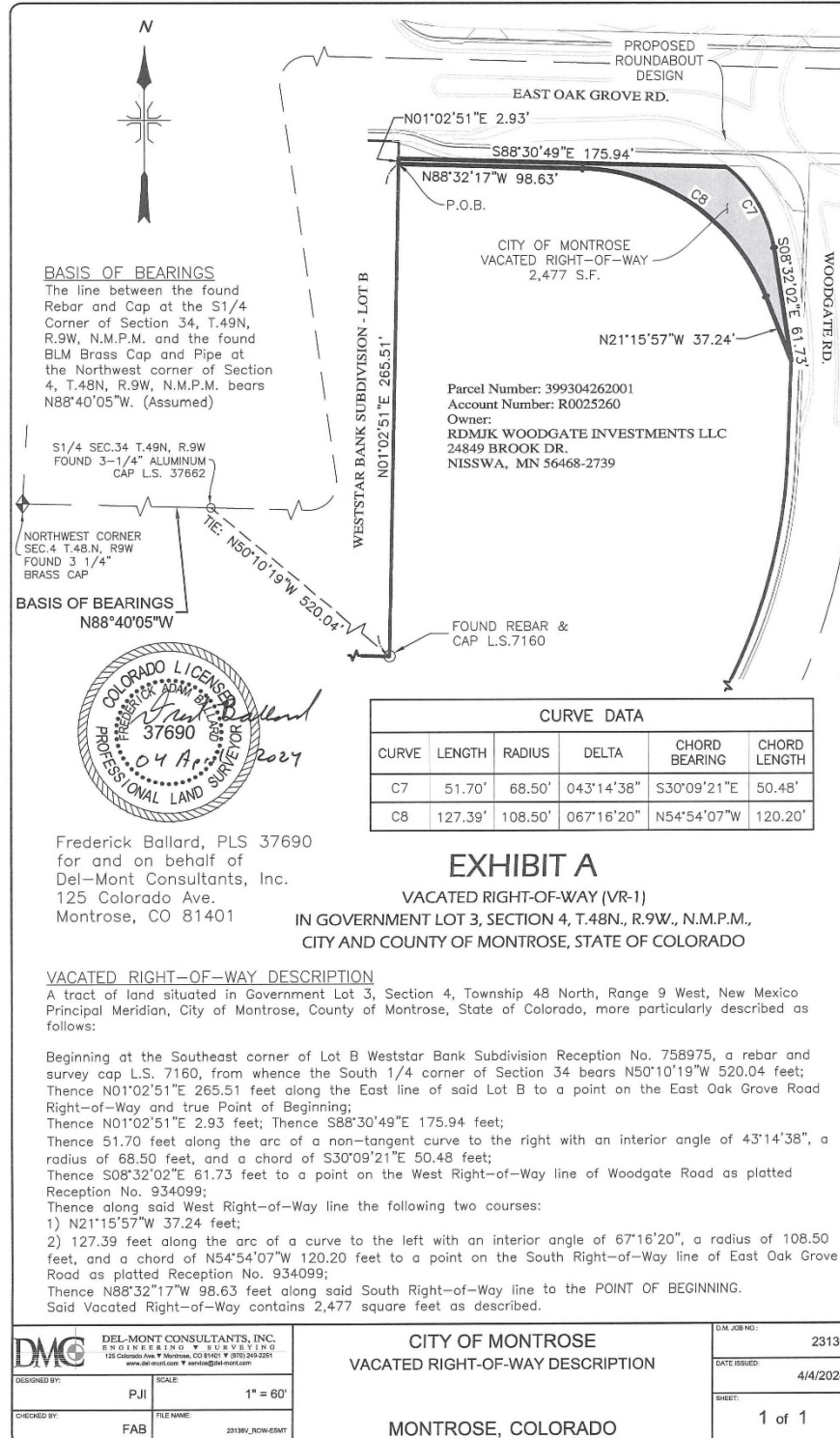
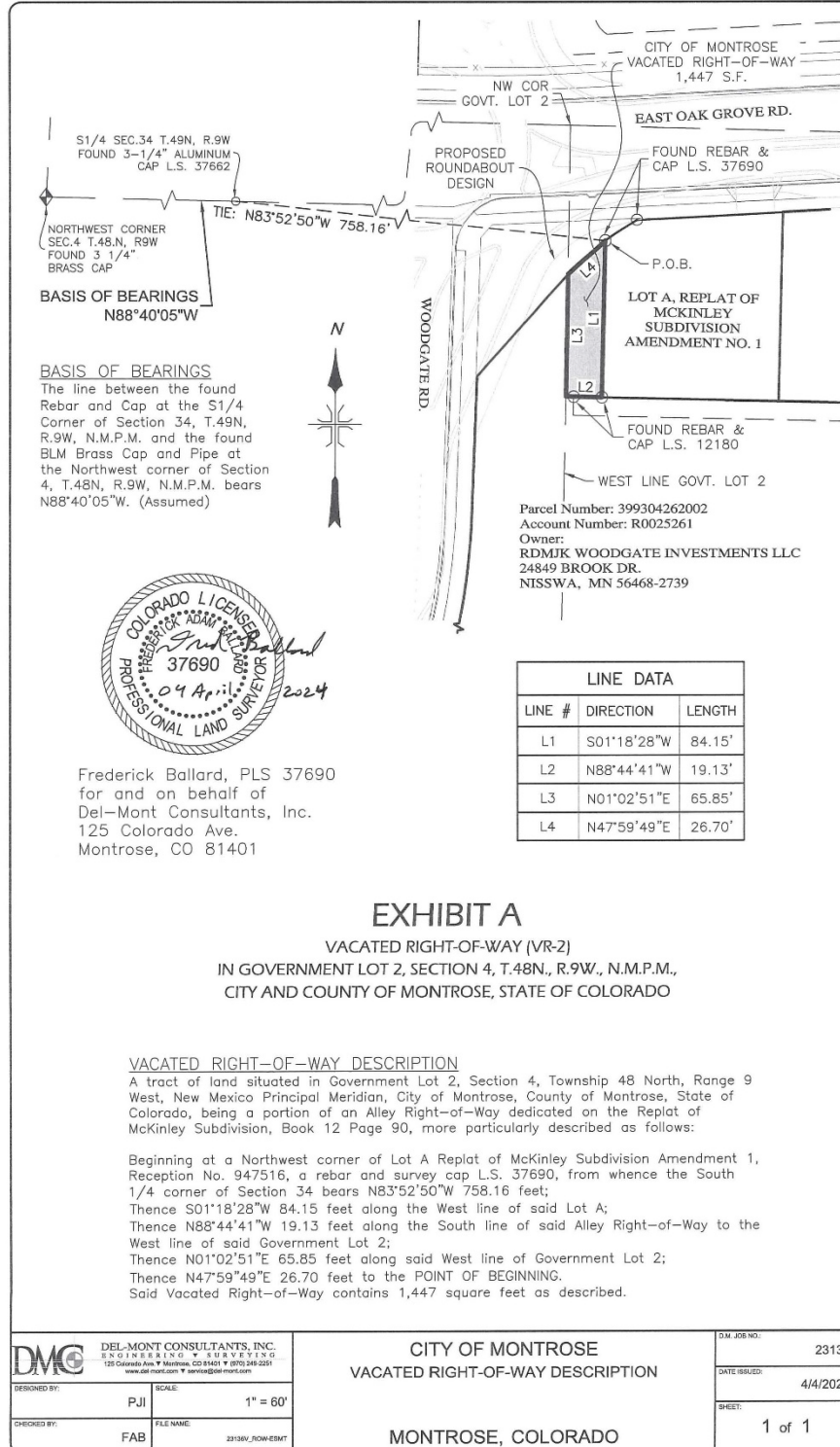
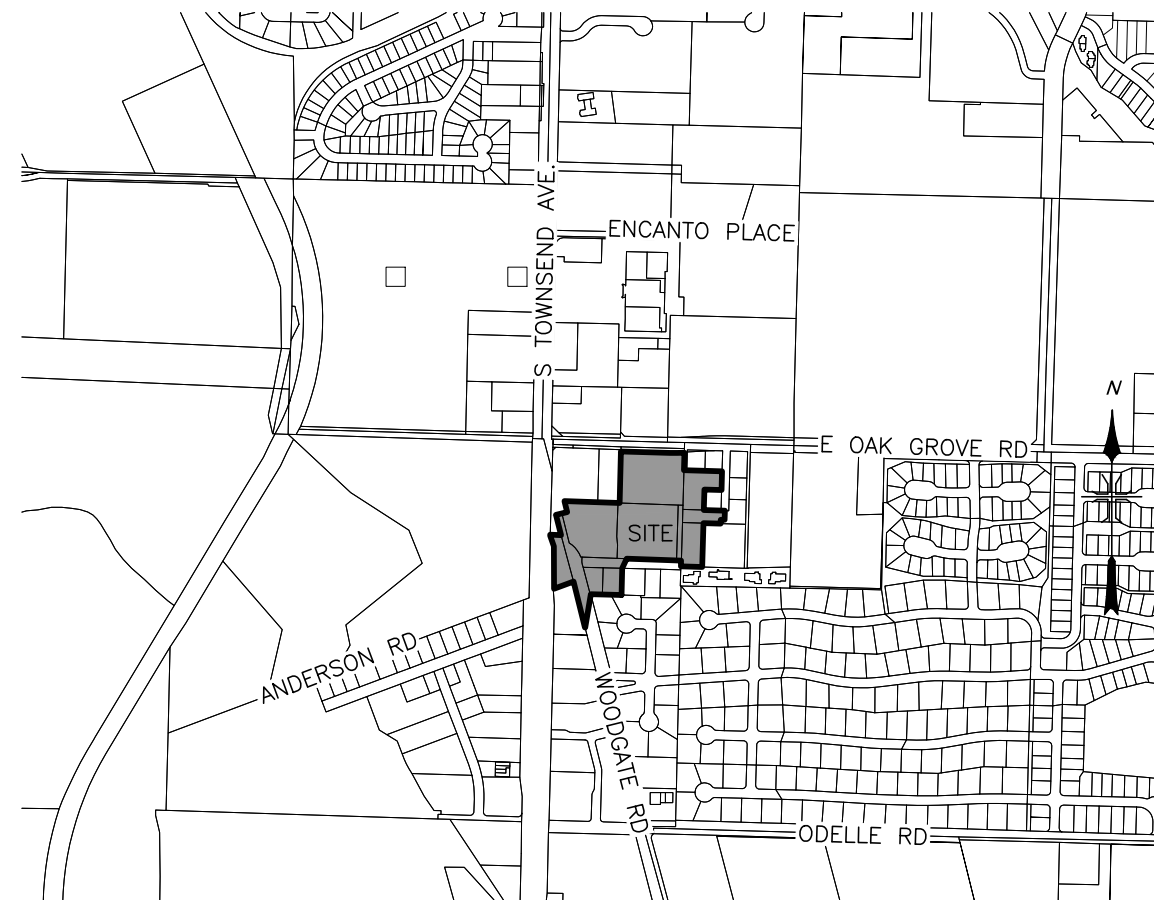


EXHIBIT C - Vacated Right-of-Way East (VR-2)



RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



VICINITY MAP
N.T.S.

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Lot 1 and Lot 2 of RDMJK Woodgate Division of Property, an Official Act of the City of Montrose, according to the plat recorded April 1, 2021 at Reception No. 934099, County of Montrose, State of Colorado. Together with a City of Montrose Vacated Right-of-Ways at Reception No. _____.

Have by these presents laid out, platted and divided the same into lots, as shown on this plat, under the name and style of RDMJK Woodgate Division of Property, An Official Act of the City of Montrose, Amendment No. 1, hereafter "RDMJK Amendment No. 1 Plat", and do hereby dedicate, grant and convey to the City of Montrose, Colorado for the use of the public Woodgate Road right of way as hereon shown.

Public utility easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, including but not limited to water, sewer, electrical, telephone, gas and CATV lines, drainage facilities, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities.

Executed this _____ day of _____, 2024.

Robert Kohout
RDMJK Woodgate Investments LLC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 2024, by RDMJK Woodgate Investments LLC.

Witness my hand and official seal.
My commission expires _____

Notary

PURPOSE OF THIS PLAT

The purpose of this RDMJK Amendment No. 1 Plat is to amend existing Lots 1 and 2 to incorporate obsolete rights of way vacated by the City of Montrose and to dedicate new rights of way and easements needed for the roundabout intersection at Woodgate and East Oak Grove Roads. The acreage summaries presented below are for the amended lots.

LOT ACREAGE SUMMARY OF RDMJK AMENDMENT NO. 1 PLAT

LOT 1	4.75 ACRES
LOT 2	3.02 ACRES
ROW DEDICATION	0.01 ACRES (509 S.F.)
TOTAL	7.78 ACRES

MISCELLANEOUS PLAT NOTES (PER CITY OF MONTROSE)

- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall account for all drainage from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose Site Development process shall be required to demonstrate engineered solutions to historical and anticipated drainage from adjacent and/or up-gradient lots and properties, construct improvements, and dedicate easements as appropriate to maintain drainage functionality.
- Site development or future subdivision of lots within the RDMJK Amendment No. 1 Plat shall maintain utility and access easements and construct improvements as appropriate to ensure availability of utility connections and access (water, sewer, gas, electric, fiber, cable, phone, etc.) to neighboring lots within the RDMJK Amendment No. 1 Plat. Easement locations are subject to change through agreement between the City of Montrose and the developer as appropriate to maintain utility and access easement functionality.
- Site development of individual lots within the RDMJK Amendment No. 1 Plat shall account for all irrigation supply and return flows from adjacent lots currently and as may be developed in the future. Individual lots approved for construction through the City of Montrose site development or subdivision processes shall be required to demonstrate engineered solutions to maintain historical irrigation supply and return flows to and from adjacent properties, construct improvements, and dedicate easements as appropriate to maintain full functionality of irrigation systems.
- Each dwelling unit in the RDMJK Amendment No. 1 Plat, if any, shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to Section 11-5-9(C) of the Municipal Code. Payments shall be made to the City of Montrose, to be later disbursed to the RE-1J School District.
- Future subdivision and site development of any lots within the RDMJK Amendment No. 1 Plat which create common areas, tracts, open space, or outlots will require a Declaration of Covenants or equivalent document in accordance with Title XI of the Montrose Official Code.
- All easements shown within lots are subject to relocation through agreement between the City of Montrose and the developer as the lots are developed and amended in the future by formal plats and/or similar land use development applications through the City of Montrose site development and subdivision processes and/or as otherwise deemed appropriate by the parties.

BASIS OF BEARINGS:

The Basis of Bearings is between the found 3 1/4" aluminum cap L.S. 37662 at the S1/4 corner of Section 34, Township 49 North, Range 9 West, New Mexico Principal Meridian, and the found 3 1/4" brass cap at the Northwest corner of Section 4, Township 48 North, Range 9 West, New Mexico Principal Meridian, which bears N88°40'05"W (ASSUMED)

LINEAL UNITS STATEMENT:

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

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights-of-way in evidence or known to me to exist on or across said property except as shown on this RDMJK Amendment No. 1 Plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey. I further certify that all monuments shown hereon actually exist and their positions are as shown.

Section 38-51-106 Statement: this RDMJK Amendment No. 1 Plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this RDMJK Amendment No. 1 Plat may be found in the title Report issued by Fidelity National Title, dated November 21, 2023, bearing Title Report No: 210-F15315-23.

Frederick A. Ballard, P.L.S.
Registration No. 37690
Date: _____

ATTORNEY'S CERTIFICATE

I, Douglas R. Tueller, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Pro-Forma Title Commitment No. _____ issued by Fidelity National Title Insurance Company, dated _____, 20____ (the "Pro-Forma Title Commitment"), which commits to insure to RDMJK Woodgate Investments the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Pro-Forma Title Commitment, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated herein, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Pro-Forma Title Commitment and noted on this RDMJK Amendment No. 1 Plat.

Attorney
Registration No. _____
Date: _____

APPROVAL OF DEPUTY CITY MANAGER

Approved this _____ day of _____, 2024, by

_____, Deputy City Manager of the City of Montrose.

Deputy City Manager

APPROVAL OF CITY ENGINEER

Approved this _____ day of _____, 2024, by

_____, City Engineer of the City of Montrose.

City Engineer

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 2024, by

_____, City Attorney of the City of Montrose.

City Attorney

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 2024, by _____, Mayor of the City of Montrose; all conveyances of interests in real property made on this RDMJK Amendment No. 1 Plat are hereby accepted by the City.

Mayor, City of Montrose

APPROVAL OF VACATED EASEMENTS PER THIS PLAT

Mayor, City of Montrose

Date

RECORDER'S CERTIFICATE

This RDMJK Amendment No. 1 Plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the

time of _____, on the _____ day of _____, 2024 under

Reception No. _____

Clerk and Recorder
Montrose County, Colorado

Deputy

PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2231 • (970) 248-2242 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK:	883C	DRAWN BY:	PJL	DATE:	4/4/2024
SHEET:	1 of 2	FILE:	23136V_PLAT-DIVN	JOB NO.:	23136

TITLE: RDMJK WOODGATE DIVISION OF PROPERTY
AN OFFICIAL ACT OF C.O.M. - A1

CLIENT: CITY OF MONTROSE

ADDRESS & PHONE: 433 S. 1ST STREET
MONTROSE, CO 81402

TYPE: PLAT

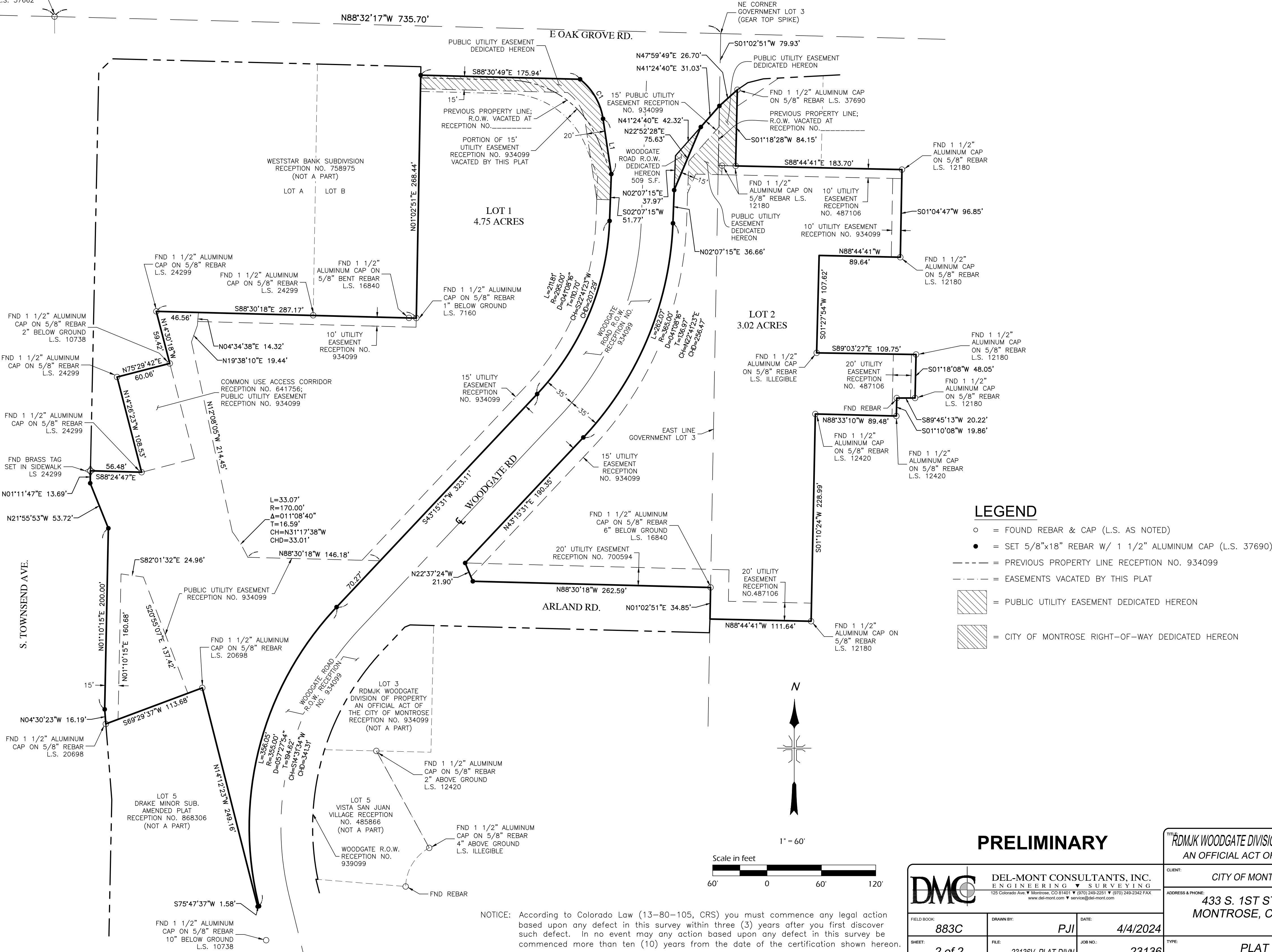
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF THE CITY OF MONTROSE AMENDMENT NO.1

SITUATED IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	51.70'	68.50'	043°14'38"	S30°09'21"E	50.48'

LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S08°32'02"E	61.73'



- LEGEND**
- = FOUND REBAR & CAP (L.S. AS NOTED)
 - = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP (L.S. 37690)
 - = PREVIOUS PROPERTY LINE RECEPTION NO. 934099
 - - - = EASEMENTS VACATED BY THIS PLAT
 - [Hatched Box] = PUBLIC UTILITY EASEMENT DEDICATED HEREON
 - [Hatched Box] = CITY OF MONTROSE RIGHT-OF-WAY DEDICATED HEREON

PRELIMINARY

THE RDMJK WOODGATE DIVISION OF PROPERTY AN OFFICIAL ACT OF C.O.M. - A1			
CLIENT:	CITY OF MONTROSE		
ADDRESS & PHONE:	433 S. 1ST STREET MONTROSE, CO 81402		
FIELD BOOK:	883C	DATE:	4/4/2024
DRWING BY:	PJI	JOB NO.:	23136V_PLAT-DIVN
SHEET:	2 of 2	TYPE:	PLAT



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: April 15, 2024
RE: Planning Commission Appointment

Background:

A vacancy has recently come up on the City of Montrose Planning Commission, as regular member, Jan Chastain, resigned on April 5, 2024. The City of Montrose Planning Commission comprises eight total members, inclusive of seven regular members and an alternate member. With the departure of Ms. Chastain, six regular members remain on the commission, as well as one alternate member. The current Planning Commission alternate member, Ron Cairns, is seeking to move into the regular member role that was recently vacated. Ron was appointed as an alternate on July 5, 2022, and if appointed as a regular member, would serve through the existing term, which expires on December 31, 2024.