The Montrose City Council is pleased to have residents of the community take time to attend City Council Meetings. We encourage your attendance and participation. Individuals wishing to be heard during public hearing proceedings are encouraged to be prepared and will generally be limited to five minutes to allow everyone the opportunity to be heard. Additional written comments are welcome and will be received at any time.

1) City Council meeting called to order by Mayor Erica Lewis Kennedy.

2) The Pledge of Allegiance.

3) Roll Call by City Clerk, Teri Colvin.

4) Changes to the Agenda, including additions and deletions.

5) Recognition of audience by Mayor Erica Lewis Kennedy.
6) **CONSENT AGENDA:** All matters under the consent agenda are considered to be routine by the City Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.

(a) City Council consideration of the minutes from the regular City Council meeting held on May 1, 2008, and the Special City Council Meeting held on April 25, 2008. Action: Consider approving the minutes as written. Staff: Teri Colvin, City Clerk. 6-11


(c) City Council authorization to enter into a grant contract for $137,931 in Colorado Historical Society, State Historical Fund, monies to complete construction documents for Montrose City Hall and the City Hall Annex. The grant will be matched with $75,000 in City funds. Action: Consider Authorizing the Mayor to enter into a grant contract for $137,931 in Colorado Historical Society, State Historical Fund, monies to complete construction documents for Montrose City Hall and the City Hall Annex. Staff: Virgil Turner, Administrative Services Director. 24-35

**End of Consent Agenda*
7) **HABITAT FOR HUMANITY FUNDING REQUEST**

City Council consideration of a funding request from Habitat for Humanity of Montrose County in the amount of $5000 to support the Roller Derby Fund Raiser. The Roller Derby will raise money for affordable housing in Montrose and support the Special Olympics program in Montrose County. 36-39

8) **MONTROSE ARTS COUNCIL PRESENTATION**

The Montrose Arts Council will present two pieces of artwork to the City of Montrose in conjunction with the Public Art eXperience Program.

9) **ORDINANCE 2189-SECOND READING**

City Council consideration of Ordinance 2189 on second reading authorizing the sale of property owned by the City of Montrose described as the Old Sewer Plant Site pursuant section 1-9-2 of the official municipal code of the City of Montrose. 40

Action: Hold hearing. Consider adopting Ordinance 2189 on second reading.

Staff: Ben Morris, Assistant City Attorney

10) **HEARING ON THE ANNEXATION OF THE CULVER ADDITION**

City Council will hold a hearing on the Annexation of the Culver Addition.

Resolution 2008-21: The City Council will consider Resolution 2008-21, Findings of Fact for the Culver Addition. 41-42

Ordinance 2190-First Reading: The City Council will consider Ordinance 2190 on first reading annexing the Culver Addition. 43-44


Staff: Kerwin Jensen, Community Development Director.
11) **ORDINANCE 2192-FIRST READING**

City Council consideration of Ordinance 2192 on first reading zoning the Culver Addition as B-3 zoning for the entire Addition, 3.5 acres. The property is located approximately 200 yards north of UPS (Kristen Court) on Highway 50 North. 45-48

Action: Consider passing Ordinance 2192 on first reading. The hearing on Ordinance 2192 is set for second reading on June 5, 2008.

Staff: Kerwin Jensen, Community Development Director.

12) **HEARING ON THE ANNEXATION OF THE AMERDEV ADDITION**

City Council will hold a hearing on the Annexation of the Amerdev Addition.

Resolution 2008-22: The City Council will consider Resolution 2008-21, Findings of Fact for the Amerdev Addition. 49-50

Ordinance 2191-First Reading: The City Council will consider Ordinance 2191 on first reading annexing the Amerdev Addition. 51-53


Staff: Kerwin Jensen, Community Development Director.

13) **ORDINANCE 2193-FIRST READING**

City Council consideration of Ordinance 2193 on first reading zoning the Amerdev Addition as R-3 zoning for the entire Addition, 80.559 acres. The property is located southeast of the intersection of 67.25 Rd. and Otter Rd. 54-58

Action: Consider passing Ordinance 2193 on first reading. The hearing on Ordinance 2193 is set for second reading on June 5, 2008.

Staff: Kerwin Jensen, Community Development Director.
14) **STAFF REPORTS**

(a) Infill Development Discussion. Staff: Garry Baker, Senior Planner. **59-75**

(b) City Council consideration of request by Renfrow and Cheney to receive a ten-year extension of time to construct and dedicate an extension to Columbine Lane. Staff: Ben Morris, Assistant City Attorney. **76-80**

(c) Discussion of a joint City Council/City Planning Commission Meeting. Staff: Kerwin Jensen, Community Development Director.

(d) 

(e) 

15) **CITY COUNCIL REPORTS**

(a) Housing Authority Representative Discussion and Appointment.

(b) Montrose Regional Airport Advisory Board Representation Discussion and Appointment.

(c) 

(d) 

16) **EXECUTIVE SESSION**

An executive session for a conference with the City Attorney for the purpose of receiving legal advice pursuant to C.R.S. Section 24-6-402(4)(b); to discuss the purchase, acquisition, lease, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a); and the following additional details are provided for identification purposes: acquisition of a new water tank site.

17) **ADJOURNMENT**
A regular City Council meeting of the Montrose City Council was held on Thursday, May 1, 2008, at 7:00 p.m. in the City Council Chambers located in the Elks Civic Building at 107 South Cascade Avenue. Said meeting posted in accordance with the Sunshine Law.

PRESENT:  Erica Lewis Kennedy, Ed Ulibarri, Jose Abeyta, Gail Marvel, Teri Colvin, Jim Hougnon, Elsa Anderson, Shani Wittenberg, Mary Watt, Kerwin Jensen, Tom Chinn

ABSENT:  Kathy Ellis


MINUTES

The City Council considered the minutes of the Regular City Council meeting held on April 17, 2008, and the Special City Council Meeting held on April 18, 2008. A motion was made by Jose Abeyta, seconded by Ed Ulibarri, to approve the minutes of the Regular City Council held on April 17, 2007, and the Special City Council Meeting held on April 18, 2008. All voted yes. Motion passed.

REVENUE & EXPENDITURE REPORT

The City Council reviewed and accepted the Revenue & Expenditure Report for the quarter ending March 31, 2008.

CHANGE ORDER FOR EASTSIDE WATER TANK

The City Council considered the change order for the Eastside Water Tank Contract with Garney Construction to place and compact road base material for the access road around the tank. The current contract amount for this project is $3,328,080 and the change order is for $38,523, which brings the total contract for this project to $3,366,603. A motion was made by Jose Abeyta, seconded by Ed Ulibarri, to approve the change order for the Eastside Water Tank Contract. All voted yes. Motion passed.

MANUFACTURER ADDITIONAL SALES ROOM PERMIT

The City Council considered the use of a City street (South 1st Street on Saturdays and Uncompahgre Avenue on Wednesdays) for a Vinous Manufacture’s Sales Room for Mountain View Winery, Inc. to be held in conjunction with the Farmer’s Market during the 2008 season, starting May 10, 2008, through November 1, 2008. A motion was made by Jose Abeyta, seconded by Ed Ulibarri to approve the use of a City Street (South 1st Street on Saturdays and Uncompahgre Avenue on Wednesdays) for a Vinous Manufacture’s Sales Room for Mountain View Winery, Inc. to be held in conjunction with the Farmer’s Market during the 2008 season, starting May 10, 2008, through November 1, 2008. All voted yes. Motion passed.
MONTE DE ROSAS EVENTS USE PERMIT

The City Council considered an Events Use Permit for Historic Montrose Downtown for the Monte De Rosas Festival to be held June 7, 2008, in La Raza Park, which includes closing North Selig between North 7th and North 6th Streets. This permit is in conjunction with a Special Events Liquor License application to be considered separately. A motion was made by Jose Abeyta, seconded by Ed Ulibarri, to approve the Events Use Permit for Historic Montrose Downtown for the Monte De Rosas Festival to be held June 7, 2008, in La Raza Park, which includes closing North Selig between North 7th and North 6th Streets. This permit is in conjunction with a Special Events Liquor License application to be considered separately. All voted yes. Motion passed.

MONTE DE ROSAS SPECIAL EVENTS LIQUOR LICENSE

The City Council considered a Special Events Liquor License for Historic Montrose Downtown for the Monte De Rosas Festival to be held at La Raza Park on June 7, 2008. A motion was made by Jose Abeyta, seconded by Ed Ulibarri, to approve the Special Events Liquor License for Historic Montrose Downtown for the Monte De Rosas Festival to be held at La Raza Park on June 7, 2008. All voted yes. Motion passed.

HOTEL AND RESTAURANT LIQUOR LICENSE TRANSFER

The City Council considered the transfer of the Hotel and Restaurant Liquor License at 2500 Bridges Drive from Remington at the Bridges, LLC (d.b.a. Remington’s) to Bridges Operations, LLC d.b.a. Bridges Golf and Country Club for consumption on premise.

Ben Morris, Assistant City Attorney, stated that the application is complete, the file is in order and the fees have been paid. Additionally Mr. Morris stated that he is recommending approval of the transfer pending the satisfactory CBI background checks. Mr. Morris asked that the file be entered into official record.

A motion was made by Ed Ulibarri, seconded by Gail Marvel to approve the transfer the Hotel and Restaurant Liquor License at 2500 Bridges Drive from Remington at the Bridges, LLC (d.b.a. Remington’s) to Bridges Operations, LLC d.b.a. Bridges Golf and Country Club for consumption on premise. All voted yes. Motion passed.

NEW HOTEL AND RESTAURANT LIQUOR LICENSE

The City Council held a hearing on the issuance of a new Hotel and Restaurant Liquor License at 1415 Hawk Parkway for Twenty Four-Seven Corporation d.b.a. The Stone House for consumption on premise.

Ben Morris, Assistant City Attorney, informed the Council that the application was in order, that fees have been paid, and that any approval would need to be conditioned upon the Colorado Bureau of Investigation background checks coming back favorable. Mr. Morris reviewed the preliminary findings and report for liquor license applications with the City Council. Mr. Morris entered the official file into the record.
Jack Ludwig, applicant, testified that he believed the residents of the City of Montrose desire an additional Hotel and Restaurant Liquor License, specifically the one for The Stone House. Additionally, the applicant stated that he intendeds to operate his business in accordance with the liquor laws of the State and City.

A motion was made by Ed Ulibarri, seconded by Jose Abeyta, to approve the Hotel and Restaurant Liquor License at 1415 Hawk Parkway for Twenty Four-Seven Corporation d.b.a. The Stone House for consumption on premise. All voted yes. Motion passed.

ORDINANCE 2189-FIRST READING

The City Council considered Ordinance 2189 on first reading authorizing the sale of property owned by the City of Montrose described as the Old Sewer Plant Site pursuant section 1-9-2 of the official Municipal Code of the City of Montrose. A motion was made by Jose Abeyta, seconded by Ed Ulibarri to pass Ordinance 2189 on first reading. All voted yes. Motion passed.

STAFF REPORTS

Montrose Area Merchants Associations Lease Agreement: The City Council considered a Montrose Area Merchants Association Lease Agreement for the weekly street closure of Uncompahgre between Main Street and Centennial Plaza for Main in Motion on all Thursdays between and including the first Thursday in May and the last Thursday in August, from 6:00 p.m. until 8:30 p.m. This is a three-year lease expiring in August 2011. A motion was made by Ed Ulibarri, seconded by Gail Marvel to approve the Montrose Area Merchants Association Lease Agreement for the weekly street closure of Uncompahgre between Main Street and Centennial Plaza for Main in Motion on all Thursdays between and including the first Thursday in May and the last Thursday in August, from 6:00 p.m. until 8:30 p.m. All voted yes. Motion passed.

CITY COUNCIL REPORTS

Visitor & Convention Bureau Board Member Appointment: Councilman Ed Ulibarri made a motion, seconded by Jose Abeyta to approve the appointment of Phyllis Laursen to the Visitor & Convention Bureau board. All voted yes. Motion passed.

City Council Committee Assignments for 2008-2009: Council members discussed City Council Committee Assignments. A motion was made by Erica Lewis Kennedy, seconded by Jose Abeyta, to approve the City Council Assignments for 2008-2009 as follows: Gail Marvel: Pavilion Senior Advisory Committee, Colorado Municipal League (CML) Policy Committee, and Montrose Economic Development Corporation (MEDC) as an alternate; Kathy Ellis: Region 10-League of Economic Assistance, and the Montrose Visitor & Convention Bureau (VCB); Erica Lewis Kennedy: Telluride/Montrose Regional Air Service Organization (TMARO) and Montrose Animal Protection Association (MAPA); Jose Abeyta: Montrose Improvement Team(MIT), Project 7 as an alternate, and Montrose Economic Development Corporation (MEDC); Ed Ulibarri: Club 20, Project 7, and Montrose County Fair Board. The Montrose County Housing Authority position and the Montrose Regional Airport Advisory Board position are being advertised. The deadline for applications is May 12, 2008. All voted yes. Motion passed.
Resolution 2008-20: The City Council considered Resolution 2008-20 amending the City of Montrose Regulations Manual Section 7-13. A motion was made by Ed Ulibarri, seconded by Jose Abeyta, to adopt Resolution 2008-20 amending the City of Montrose Regulations Manual Section 7-13. All voted yes. Motion passed.

EXECUTIVE SESSION

A motion was made by Jose Abeyta, seconded by Gail Marvel, to go into an executive session for a conference with the City Attorney for the purpose of receiving legal advise pursuant to C.R.S. Section 24-6-402(4)(b); to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a); and for the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes: discussion of acquisition of real property, discussion of dedication of real property, discussion of an Intergovernmental Agreement.

RECONVENEMENT AND ADJOURNMENT

The City Council reconvened into the regular City Council meeting at 9:25 p.m.

A motion was made by Jose Abeyta, seconded by Ed Ulibarri, to approve the Intergovernmental Agreement between Montrose Animal Control and Montrose County.

The meeting was adjourned at 9:34 p.m. with no further action taken.

______________________________
Erica Lewis Kennedy, Mayor

ATTEST:

________________________
Teri Colvin, City Clerk
A Special City Council meeting of the Montrose City Council was held on Friday, April 25, 2008, at 1 p.m. (meeting called to order at 1:03 p.m.) in the Annex Conference Room.

PRESENT: Erica Lewis Kennedy, Gail Marvel, Kathy Ellis, Ed Ulibarri (left at 3:20 p.m. and returned at 4:40 p.m.), Jose Abeyta, Ben Morris, Mary Watt, Teri Colvin (left at 3:50 p.m.),

Jim Hougnon, Shani Wittenberg, Virgil Turner, Tom Chinn, David Spear, Elsa Anderson, Kerwin Jensen (all present until 3:10 p.m.).

DEPARTMENTAL OVERVIEW PRESENTATIONS

Mary Watt, City Manager, gave a brief overview of some issues facing the City and City Council.

David Spear, Public Information Officer, discussed the benefits of communication and highlighted some of the challenges the city faces when communicating with the public.

Elsa Anderson, Assistant City Manager, reviewed the Human Resources Department and the Pavilion.

Tom Chinn, Police Chief, reviewed the strategic planning goals and the management system of the Police Department.

Shani Wittenberg, Finance Director, covered the 2009 budget and reviewed the procurement process.

Kerwin Jensen, Community Development Director, highlighted the different areas in his department.

Jim Hougnon, Municipal Services Director, reviewed the departments that he oversees.

Virgil Turner, Administrative Services Director, covered some issues facing the IT Department, the GIS Department, the City Clerk’s office.

AGENDA REVIEW

City Council reviewed the proposed agendas and packets for the May 1st, 2008, City Council Work Session and City Council Meeting.

EXECUTIVE SESSION

A motion was made by Kathy Ellis, seconded by Gail Marvel, to go into an executive session for a conference with the City Attorney for the purpose of receiving legal advice pursuant to C.R.S. Section 24-6-402(4)(b); and for the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: conference with the Asst. City Attorney to update new and existing council members on the status of current litigation, negotiations with land owners regarding dedications of property, negotiations with a golf course, and implementation of recent amendments to the City’s land use regulations. All four council members present voted yes. Motion passed.
RECONVENEMENT

The City Council reconvened into special session at 4:10 p.m., and a motion was made by Ed Ulibarri, seconded by Kathy Ellis, to adjourn the Special City Council Meeting. All voted yes. Motion passed.

ADJOURNMENT

The Council adjourned the Special City Council meeting at 5:05 p.m. with no further action taken.

____________________________
Erica Lewis Kennedy, Mayor

ATTEST:

____________________________
Teri Colvin, City Clerk
## CITY OF MONTROSE
### MONTHLY SALES AND USE TAX

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<thead>
<tr>
<th>Retail Sales Tax</th>
<th>Construction Use Tax</th>
<th>Use Tax</th>
<th>Auto Use Tax</th>
<th>Total Collected Sales &amp; Use Tax 3.0%</th>
<th>Sales &amp; Use Budget</th>
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<td><strong>Month</strong></td>
<td><strong>Current Year 2008</strong></td>
<td><strong>Prior Year 2007</strong></td>
<td><strong>% of Increase/Decrease</strong></td>
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<td><strong>Prior Year 2007</strong></td>
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<td>33,887</td>
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## Audit
### Revenue Program

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<td>Jul</td>
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<td>Sept</td>
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<td>Oct</td>
<td>32,695</td>
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<tr>
<td><strong>YTD Total</strong></td>
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## Montrose School District at 0.5%

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<td>Aug</td>
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## Capital Improvement Fund Resolution 2006-24

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TOTAL TAXABLE RETAIL SALES
OUTSIDE COLORADO

AREA 8: OUTSIDE COLORADO
TOTAL TAXABLE RETAIL SALES
OTHER CITIES WITHIN COLORADO

AREA 7: OTHER CITIES WITHIN COLORADO
### TOTAL TAXABLE RETAIL SALES
#### ALL OTHER LOCATIONS IN MONTROSE

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<th>2008</th>
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<td>JAN</td>
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<td>FEB</td>
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<td>MAY</td>
<td>1,231,911</td>
<td>1,468,059</td>
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<tr>
<td>JUNE</td>
<td>1,215,251</td>
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<tr>
<td>JULY</td>
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**AREA 6: ALL OTHER LOCATIONS INSIDE CITY LIMITS OF MONTROSE**
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AREA 4: SOUTH TOWNSEND
SOUTH 12TH STREET TO SOUTH CITY LIMIT
### TOTAL TAXABLE RETAIL SALES
#### MID-TOWNSEND

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AREA 3: MID TOWNSEND
SOUTH 2ND STREET TO SOUTH 12TH STREET
AREA 2:
*NORTH CITY LIMIT TO NORTH 2ND STREET
AREA 1:
*WEST CITY LIMIT TO LOT AVE & NORTH 2ND TO SOUTH 2ND STREET
TOTAL TAXABLE RETAIL SALES
HOME BASE BUSINESS

AREA 9: HOME BASE BUSINESSES
CONTRACT

THIS CONTRACT, Made this __________ day of __________, ________, by and between the State of Colorado for the use and benefit of the Department of Higher Education, Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, and City of Montrose, PO Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as the “Contractor”,

WHEREAS, authority vests in the State and/or the Fund to be used and beneficially to the Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, and City of Montrose, PO Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as the “Contractor”,

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies, and

WHEREAS, Article 12-171-1201 of the Colorado Revised Statutes and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of moneys from the State Historical Fund, and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects, survey and planning projects, and education projects, and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project",

NOW THEREFORE, it is hereby agreed that

1. The Contractor shall use funds subject to this Contract in support of Project #2008-02-053 "Construction Documents". In accordance with the Scope of Work attached hereto an Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference

2. APPLICABLE STANDARDS. The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior’s Standards for Archaeology and Historic Preservation. Contractor shall perform any and all survey activities and submit materials in accordance with the survey manual and field guide to complete the Colorado Cultural Resource Inventory Form, Volume I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through the Society).

3. RIGHT OF USE. All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to the State to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the works or works for Society and/or State Historical Fund purposes.

4. CONTRACT EFFECTIVE DATE. The term of this Contract shall be from June 9, 2008 through June 30, 2010. The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved by the State Historical Fund Administrator. The performance of the work must be completed no later than thirty (30) days prior to the Contract ending date.

5. COMPENSATION AND METHOD OF PAYMENT. In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the List of Submittals set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed one hundred thirty seven thousand, nine hundred thirty one dollars ($137,931.00) unless otherwise specified in Exhibit C, the State shall advance forty percent (40%) of the total grant amount upon proper execution of this contract and upon submission of a SHF Payment Request. Fifty percent (50%) will be paid to the Contractor upon submission and approval of the Internm SHF Financial Report. The remaining ten percent (10%) of the grant amount shall be paid following Contractor’s submission and the State’s approval of the Final SHF Financial Report and SHF Payment Request Form (Attachments 1 and 2). All payments are subject to the satisfactory completion of milestones described in Exhibit C and submission by Contractor of either documented proof or certification of expenditures with each financial report.

Page 1 of 6
Expenditures incurred by the Contractor prior to execution of the Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds, the SHF may allow prior expenditures in furtherance of the Scope of Work to be counted as part of such matching funds.

ACCOUNTING At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State’s total financial obligation exceed the amount shown in Paragraph 5 above.

Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.

AUDIT The State or its authorized representative shall have the right to inspect, examine, and audit Contractor’s records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State’s choosing and at the State’s expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.

PARTIES RELATIONSHIP CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. THE CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING WORKMEN’S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING ALL OF THE SERVICES REQUIRED HEREREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.

REPRESENTATIVES AND NOTICES All notices required to be given by the parties heretoo under shall be given by certified or registered mail to the individual at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State
Mark Wolfe
Director
Colorado Historical Society
State Historical Fund
225 East 16th Avenue, Suite 950
Denver, Colorado 80205-1620

To the Contractor
Ms. Janet Freed
Grant Coordinator
City of Montrose
PO Box 790
Montrose, Colorado 81402-0790

ADA COMPLIANCE The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of, the services, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.

DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS Contractor agrees to provide the Society with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by the Society. The Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of the Colorado Historical Society, Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource, Policy and Procedures, adopted October 1991 (Revised Nov 2002), a copy of which is available from the Society.

REPORTS Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and SHF Financial Reports (Attachment 1) as described and at the times in the List of Submittals (Exhibit C).

MATCHING FUNDS Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.
If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

14 CONSULTANTS/SITE VISITS The State may
   a) Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines,
   b) Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.

Any exercise of the State’s rights under this Paragraph 14 shall not relieve the Contractor of any of its Contract obligation.

15 PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE In all publications and similar materials funded under this Contract, a credit line shall be included that reads: “This project is/was paid for in part by a State Historical Fund grant from the Colorado Historical Society.” In addition, the Society reserves the right to require that the following sentence be included in any publication or similar material funded through this program: “The contents and opinions contained herein do not necessarily reflect the views or policies of the Colorado Historical Society.”

16 REMEDIES In addition to any other remedies provided for in this contract, and without limiting any remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be deemed to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
   a) Suspend the Contractor’s performance pending necessary corrective action as specified by the State without Contractor’s entitlement to adjustment in price/cost or schedule, and/or
   b) Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the Standards, the SHF Grants Manual and/or the terms and conditions of this Contract, and/or
   c) Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, uncooperative, unsatisfactory, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State, and/or
   d) Deny payment for those services or obligations which have not been performed and which are due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State, and/or
   e) Declare all or part of the work ineligible for reimbursement, and/or
   f) In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, the Society may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by the Society. The Society shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney’s fees.
   g) Terminate the contract for default.

17 CUMULATIVE EFFECT The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

18 TERMINATION OF CONTRACT FOR DEFAULT If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become the property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.

19 TERMINATION BY STATE The State may terminate this Contract at any time the State determines that the purpose of the distribution of State moneys under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become the property of the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the
services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 18 hereof relative to termination shall apply.

20 CHANGES This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of moneys to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State’s Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State’s Fiscal Rules.

CONFLICT OF INTEREST Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.

22 COMPLIANCE WITH APPLICABLE LAWS At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

23 SEVERABILITY To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

24 BINDING ON SUCCESSORS Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

25 ASSIGNMENT No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party.

26 SURVIVAL OF CERTAIN CONTRACT TERMS Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or their subcontractors.
SPECIAL PROVISIONS

(The Special Provisions apply to all contracts except where noted in italics)

1 CONTROLLER'S APPROVAL  CRS 24-30-202 (1)
   This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2 FUND AVAILABILITY  CRS 24-30-202(5.5)
   Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3 INDEMNIFICATION
   Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liens and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assigns pursuant to the terms of this contract.

   [Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable as now or hereafter amended.

4 INDEPENDENT CONTRACTOR  4 CCR 801-2
   Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the State. Contractor shall pay when due all required employment taxes and income taxes and local and state taxes on any monies paid by the State pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor and a third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers’ compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5 NON-DISCRIMINATION
   Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6 CHOICE OF LAW
   The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of the provisions will not abate the remainder of this contract to the extent that this contract is capable of execution. At all times during the performance of this contract Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7 [Not Applicable to Intergovernmental Contracts] VENDOR OFFSET  CRS 24-30-202 (1) and 24-30-202.4
   The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for (a) unpaid child support debt or child support assessments, (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS, (c) unpaid loans due to the Student Loan Division of the Department of Higher Education, (d) amounts required to be paid to the Unemployment Compensation Fund, and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8 SOFTWARE PIRACY PROHIBITION  Governor's Executive Order D 002.00
   No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of paragraph the State may exercise any remedies available at law or equity or under this contract, including without limitation immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9 EMPLOYEE FINANCIAL INTEREST  CRS 24-18-201 and 24-50-507
   The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10 [Not Applicable to Intergovernmental Contracts] ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS  CRS 8-17-5-101 and 24-76-5-101
   Contractor certifies that it shall comply with the provisions of CRS 8 175 101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17-5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17-5-102 by the Colorado Department of Labor and Employment Failure to comply with any requirement of this provision or CRS 8-17-5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

   Contractor of a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76-5 101 et seq., and (iii) shall produce one form of identification required by CRS 24-76-5 103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions August 7 2006
CONTRACT SIGNATURE PAGE
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR
(Grant Recipient)

City of Montrose
Legal Name of Contracting Entity

Signature of Authorized Officer

Print Name & Title of Authorized Officer

Date

CORPORATIONS (A corporate attestation is required)
(Place corporate seal here, if available)

(Seal) By
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

BY
Mark Wolfe, Director

WAIVER CONTRACT REVIEWER

BY
Cyril Padilla, Contract Specialist
State Historical Fund

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

STATE CONTROLLER
David J. McDermott, CPA

BY

Susan S. Riehl
CHS, Chief Financial Officer

Date

STATE OF COLORADO
Bill Ritter, Jr., GOVERNOR

BY
Executive Director or Designee
Edward C. Nichols, President

Colorado Historical Society

Date

Department of Higher Education

STATE HISTORICAL FUND

Revised, January 9, 2007
X:\Document\21145109.doc
Approval/Contract D
SCOPE OF WORK

I Project Purpose. The purpose of this project is to complete investigation and design work for the rehabilitation of the City Hall and Annex in Montrose.

II Scope of Work is as follows

A Predesign
   1 Measure Annex and verify City Hall Existing Conditions
   2 Review 2004 space planning with City Departments
   3 Draft Existing Conditions of Annex and City Hall

B Schematic Design
   1 Perform Preliminary Code Studies
   2 Hold A/E Team Coordination Meetings
   3 Issue Schematic Design drawings to City for review/comment

C Design Development
   1 Complete Architectural/Engineering Team Coordination Meetings
   2 Develop drawings and specifications
   3 Issue 100% Design Development drawings to City for review/comment

D Construction Documents
   1 Hold Architectural/Engineering Team Coordination Meetings
   2 Develop drawings and specifications
   3 Issue 100% drawings to City for review/comment
   4 Submit to SHF for review/comment
   5 Complete revisions required by SHF

E Cost Estimating

F Geothermal Services
   1 Complete analysis for the use of ground source heat pumps with anticipated payback for both the City Hall and Annex buildings

In accordance with Section 12-47 1-1201 C R S (1999) The Limited Gaming Act which authorizes the Colorado Historical Society to administer the State Historical Fund as a statewide grants program.
## PROJECT BUDGET

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<th>GRANT REQUEST</th>
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<th>PROJECT TOTAL</th>
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<td>B  Schematic Design (551 hrs @ $75,394/hr)</td>
<td>$41,542</td>
<td>$0</td>
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<tr>
<td>C  Design Development (720 hrs @ $75,262/hr)</td>
<td>$54,189</td>
<td>$0</td>
<td>$54,189</td>
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<tr>
<td>D  Construction Documents (998 Hrs @ $73,452/hr)</td>
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<tr>
<td>E  Cost Estimating</td>
<td>0</td>
<td>$3,520</td>
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<td>F  Geothermal Services</td>
<td>0</td>
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<td><strong>$131,360</strong></td>
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<td>$6,571</td>
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<td><strong>PROJECT TOTALS</strong></td>
<td><strong>$137,931</strong></td>
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*Contingency – Cannot be used without prior written approval by SHF Staff

H\Contracts\2008\0802053 Exhibit B.doc
LIST OF SUBMITTALS

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<td>a Payment Request Form (Attachment 2)&lt;br&gt;Deliverables #1-3 below must be reviewed and approved before Advance payment is made</td>
<td>N/A</td>
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<tr>
<td>b Progress Report # 1</td>
<td>September 30, 2008</td>
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<td>c Progress Report # 2</td>
<td>December 30, 2008</td>
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</tr>
<tr>
<td>d Interim Financial Report (Attachment 1)&lt;br&gt;Deliverables #4-6 below must be reviewed and approved before Interim payment is made</td>
<td>March 30, 2009 **</td>
<td>Review &amp; Approve Interim payment of grant award $68,966</td>
</tr>
<tr>
<td>e Progress Report # 3</td>
<td>March 30, 2009</td>
<td>Review*</td>
</tr>
<tr>
<td>f Progress Report # 4</td>
<td>June 30, 2009</td>
<td>Review*</td>
</tr>
<tr>
<td>g Progress Report # 5</td>
<td>September 30, 2009</td>
<td>Review*</td>
</tr>
<tr>
<td>h Progress Report # 6</td>
<td>December 30, 2009</td>
<td>Review*</td>
</tr>
<tr>
<td>i Final Financial Report (Attachment 1)&lt;br&gt;Deliverables #4-6 below must be reviewed and approved before Interim payment is made</td>
<td>December 30, 2009***</td>
<td>Review &amp; Approve Final payment of grant award $13,793</td>
</tr>
</tbody>
</table>

*At the discretion of the SHF technical staff, progress reports may not receive a response
** Interim financial report due date is a guideline. Please submit Interim financial report when majority of advance has been expended and you are ready for the next payment
*** Project period ends. All Deliverables due on or before this date

PROJECT DELIVERABLES

Submit the following Project Deliverables

<table>
<thead>
<tr>
<th>Project Deliverables</th>
<th>Society Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Consultant Resume - Architect</td>
<td>Review/Comment and or Approve</td>
</tr>
<tr>
<td>2 Subcontract copy - Architect</td>
<td>Review/Comment and or Approve</td>
</tr>
<tr>
<td>3 Before/existing condition photos of area(s) affected by Scope of Work</td>
<td>Review/Comment and or Approve</td>
</tr>
<tr>
<td>4 Schematic Design Drawings</td>
<td>Review/Comment and or Approve</td>
</tr>
<tr>
<td>5 Initial consultation with SHF Historic Preservation Specialist (site visit)</td>
<td>Review/Comment and or Approve</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Design Development Plans and Specifications</td>
</tr>
<tr>
<td>7</td>
<td>Draft Construction Documents</td>
</tr>
<tr>
<td>8</td>
<td>Cost Estimates</td>
</tr>
<tr>
<td>9</td>
<td>Geothermal Analysis Report</td>
</tr>
<tr>
<td>10</td>
<td>Final Construction Documents</td>
</tr>
</tbody>
</table>
# STATE HISTORICAL FUND
## FINANCIAL REPORT

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project/Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant Recipient</th>
<th>Interest Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Enter 0 if none) DO NOT LEAVE BLANK</td>
</tr>
</tbody>
</table>

Instructions: Report only PAID, project related, eligible expenses in your report. Use the form provided below or attach a similar form or spreadsheet you have prepared. Attachments must follow this format.

Check only one [ ] Internm or [ ] Final

<table>
<thead>
<tr>
<th>PAYEE NAME</th>
<th>PROJECT USE/DESCRIPTION</th>
<th>DATE PAID</th>
<th>WARRANT OR INVOICE #</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GRANT FUNDS</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

I hereby certify that all expenses reported above have been PAID and that all of the information contained in this report is true and correct and that any false information or misrepresentation may require immediate repayment of any or all grant funds.

Interim Financial Report Totals
Final Financial Report Totals
Total Project Costs

Grant Recipient / Project Director Signature

Date

H \Manuals\Contracts Manuals\Attachments\SHF Financial Report Att 1 - Rev 8.2007.doc
Rev 8/2007
STATE HISTORICAL FUND
PAYMENT REQUEST

Grant Recipient ___________________________ Date ___________________________

Project Title ___________________________ Project Number __________________

Total Amount Awarded $ __________________ Contract Period __________________

As the authorized representative of the ___________________________

I hereby state that the above project is presently under contract with the Colorado Historical Society, State Historical Fund, and request (complete only one section).

ADVANCE PAYMENT REQUEST

An Advance Payment of no more than forty percent (40%) of the total grant award. I further state that work has begun or will begin within the next two weeks on the project, and that an advance payment is necessary to proceed with the Scope of Work.

INTERIM PAYMENT REQUEST (Initial one or both lines, as applicable)

An Interim Payment of no more than fifty percent (50%) of the total grant award. I further state that any advance payment received to date has been fully expended, and that an interim payment is necessary to continue with the Scope of Work.

AND

Enclosed is a SHF Interim Financial Report as required by contract, Exhibit C, and the required documentation or certification of expenditures (payment will NOT be considered without a financial report).

EASEMENT FEE PAYMENT REQUEST (Initial one or both lines, as applicable)

Enclosed is an Invoice for the Easement Negotiation fee. I further state that we will negotiate in good faith and make every effort to fully execute an easement with the property owner.

AND/OR

Enclosed is an Invoice for the Easement fee. I further state that the easement has been fully executed, recorded, and submitted to the State Historical Fund.

FINAL PAYMENT REQUEST (Must initial both lines)

A Final Payment of the remaining balance of award, minus interest earned.

AND

Enclosed is a SHF Final Financial Report and required documentation or certification of expenditures (payment will NOT be considered without a financial report).

I understand that the FINAL PAYMENT is a reimbursement, and further state that all invoices and bills reported on the Final Financial report have been PAID IN FULL.

Signature of Grant Recipient / Project Director ___________________________

Date ___________________________

DO NOT WRITE IN THIS AREA

Approved for Payment

H:\Manuals\Contracts Manuals\Attachments\SHF Pay Request Att 2 - Rev 8 2007.doc
Rev 8/2007

35
Montrose City Council
Guidelines for Council Initiative Funding Requests

- The Montrose City Council has a limited amount of funding available each year for the following purposes:

  1. To meet unanticipated needs in the community that improve the quality of life for a segment of the Montrose population. An example of this would be the additional funding that the Council gave to the Montrose County Senior Transportation to offset cuts it experienced in other sources of funding.
  2. To take advantage of unanticipated opportunities that improve the quality of life for a segment of the population. An example of this would be the donation to Partners for the purchase of their building that allowed them to take advantage of other grant funding.

- In order for the City Council to consider your organization's request please answer the following questions:
  1. Name: Fund Raising Event - Trailer Derby Address: 309 N. 4th Street, Montrose, Cq
  2. Amount Requested $5,000 — What other funding sources are available to you?
     — donations, grants and money made from the Habitat Resale store
  3. Have you pursued other funding sources? Yes What are they? (For this event)
     — MAMA approved us for $1,000 and the VCB approved us for $1,000
  4. What are the benefits to the community if funding is allotted to your organization? (See Attachment)
     — Money earned from this event will go towards Habitat of Montrose Council
  5. Will the funds be spent locally? Yes
  6. Would you be willing to file a written report regarding how the funds were dispersed? Yes
  7. What will be the end result if funds are allotted to your organization? It will enable us to earn more money from the event which in turn will go towards affordable housing in Montrose and support the Special Olympics program in Montrose

- Individuals or organizations making a funding request are asked to consider how their request fits with the above guidelines. Additionally, the City Council asks that those seeking funds provide detailed information on the total cost of the project and identify the other organizations or entities from which funding is being sought.

✓ In general, the Council does not fund the following:

- Scholarships or travel for individuals
- Projects that meet the criteria for funding through Tourism Promotion funds or Retail Sales Enhancement funds
- School trips, except for those associated with civic education

Citizens who have projects that meet the above guidelines are welcome to make requests and these will be considered on a case-by-case basis by the City Council. Thank you

Staff Use Only

Pre-Council Approval to set date for discussion ________________ Set for City Council Work Session on ________________

Set for consideration City Council Meeting on ________________ City Council ________________ or ________________

Approved Date ____________________ Not Approved Date ____________________

Requisition Completed or Letter Sent to Organization ________________ Date ________________

Doc # 26644
Montrose City Council Funding Request

Habitat for Humanity of Montrose County (HFH) is an ecumenical, Christian housing ministry. We provide a self-help program for families in need of affordable housing here in Montrose County. Our homeowners are screened, low-income families who have made the commitment to build new lives and new community relationships, as well as help build their new homes. HFH Montrose became an affiliate on July 1, 1991 and dedicated our first home on June 20, 1992.

Habitat homeowners are chosen on the basis of need, ability to pay, and willingness to partner with Habitat. A family attends an orientation meeting, completes an application, and is interviewed. Homeowners must have been a resident of Montrose County for at least 12 months, meet the income requirements, have good references and good credit. The acceptable total monthly income range depends on the family size. Race, religion, and marital status are not factors in client eligibility. References are checked. Our Family Selection Committee chooses a family and presents them to the Board of Directors for final approval.

Habitat homeowners must contribute at least 500 hours of labor toward their home’s construction for two-parent families and 250 hours for single-parent families. Additionally, they must attend a one-day homeowners class conducted by Housing Resources of the Western Slope, which includes homeownership and money management information. The homeowners make monthly mortgage payments to HFH Montrose. We do not charge any interest on these home loans.

A typical three-bedroom home (1,096 square feet) costs about $125,000. A four-bedroom home (1,196 square feet) is around $135,000. We rely on a tremendous amount of volunteer labor and contributions of cash, materials and services to keep costs down. Our houses are simple and decent. The Mesa Vista subdivision is located in East Montrose, just north of East Main Street, off Locust. It has 29 lots and a large landscaped green space. Habitat of Montrose County dedicated its first home there in 1998. Twenty homes have been built and dedicated as of May 1, 2008. We build two houses a year, although this year (2008) we have started three homes. We expect to finish building all the homes in the Mesa Vista subdivision by 2011.

Given the continuing need for decent and affordable housing in Montrose County, we have started the process of looking for parcels of land for future Habitat homes. *The money earned by the Western Slope Roller Derby Exhibition event will go towards the purchase of additional land for Habitat homes in Montrose.*

Individuals, churches, businesses, foundations, and civic organizations all help to support Habitat for Humanity of Montrose County. They give cash donations and in-kind gifts. We apply for as much grant funding as we can for the construction of our homes. Also, the monthly Habitat mortgage payments are recycled into building more homes.

In September 2006 we opened a ReSale ReStore, located at 311 North 4th Street, Montrose. The ReSale ReStore takes donations of gently used construction materials and household goods and sells them to the public. The ReSale ReStore is open Tuesday through Saturday. The money made from the ReStore also helps to support our program.

Many people think that a Habitat home only really benefits the homeowner and therefore want to give of their resources to other causes that benefit more people. The following are some statistics from a recent study conducted by the University of Michigan on Habitat for Humanity homeowners.
68% of our homeowners reported an increase in income
50% of our families reported less family conflict
43% of the adults went back to school to get additional education and training
25% of the children did better in their schoolwork
25% of the families reported an increase in health

All of these findings create effects beyond their households
✓ The increase in income is mostly spent and not saved but it is spent primarily locally
✓ Less family conflict means less resources are required for counseling, police, etc
✓ Additional adult education helps to financially support the family through better jobs as well as the educational institution providing it
✓ Improved student schoolwork equates to a “smarter” student, which can only benefit their life and ultimately their community
✓ Lastly, improved health lessens the burden of the health care system and improves employee production and student’s ability to learn

We would like the Montrose City Council to approve our funding request, as we will use this money to make more money from our fund raising event the “Western Slope Roller Derby Exhibition” on June 20, 2008. Additionally, money given towards a specific event does not have to be tithed, which means that all the money stays in Montrose. We have attached a budget for this event
Western Slope Women's Roller Derby Exhibition Budget

**Expenses**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Rent</td>
<td>$550.00</td>
</tr>
<tr>
<td>Event Insurance</td>
<td>$800.00</td>
</tr>
<tr>
<td>Skater Expenses</td>
<td></td>
</tr>
<tr>
<td>Hotel Rooms (8) for 2 nights</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Gasoline for 8 cars</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Food (30 people X 2 days)</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Wheel Bearings</td>
<td>$1,215.00</td>
</tr>
<tr>
<td>Thank you gifts (30 pkgs)</td>
<td>$300.00</td>
</tr>
<tr>
<td>Advertising</td>
<td></td>
</tr>
<tr>
<td>500 Flyers &amp; 200 posters</td>
<td>$150.00</td>
</tr>
<tr>
<td>newspaper ads</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>T-shirts (200 x $9)</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>600 Brochures &amp; tickets</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$12,765.00</td>
</tr>
</tbody>
</table>

**Income**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Tickets (400 x $14)</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>VIP Reserved Seats (200 x $30)</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>T-shirts (200 x $12)</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Posters (200 x $10)</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Photos (75 x $10)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Grant/Sponsor</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Friday Pre-Exhibition (100 x $25)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Saturday Post-Exhibition Party (100 x $25)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Private Skate Lessons (20 x $30)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Group Skate Lessons (120 x $15)</td>
<td>$1,800.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>$25,150.00</td>
</tr>
</tbody>
</table>

**Net Profit**: $12,385.00

**Non-Profit Entities splitting net Profit**
- Montrose Special Olympics
- Habitat for Humanity of Montrose

Note: HFHM has guaranteed $1,000 of the net proceeds to the Special Olympics in exchange for their help at the event. Additionally, the SO will be selling food at the event. The balance of the net proceeds will be going to HFHM because they have done all the leg work for the event.
ORDINANCE NO. 2189


WHEREAS, the property described in Exhibit “A” is not required for any public purpose; and

WHEREAS, the City of Montrose, which currently owns this property, has no use for the same and is desirous of conveying said property to the developers of the Talking Water Addition, which partially surrounds the City’s parcel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, that the Old Sewer Plant Site as more particularly described and depicted on the attached Exhibit “A”, may be conveyed, on terms acceptable to the City, to the developer of the Talking Water Addition. Further, the City Council hereby authorizes the Assistant City Attorney to execute all documents required to consummate said conveyance.

INTRODUCED, READ and PASSED on first reading this ________ day of ____________, 2008.

_______________________________
Erica Lewis Kennedy, Mayor

ATTEST:

_______________________________
Teri Colvin, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its adoption on second reading on Thursday, ________________, 2008, at the hour of 7:00 p.m. at the Elks Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this ____ day of __________, 2008.

_______________________________
Erica Lewis Kennedy, Mayor

ATTEST:

_______________________________
Teri Colvin, City Clerk
RESOLUTION NO. 2008-21

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

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the Culver Addition based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on May 15, 2008.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met including the following:

A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.

B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.

C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.

D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.

E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over $200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. 31-12-105.

G. The entire width of any streets to be annexed are included within the annexation.

H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).
3. The City Council has determined that additional terms and conditions will not be imposed.

4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.

5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.

6. An Annexation Impact Report is not required.

CONCLUSIONS

1. The area proposed for annexation as the **Culver Addition** is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.

2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.

3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

   ADOPTED this ____ day of ____________, 2008, by the Montrose City Council.

   CITY OF MONTROSE, COLORADO

   By ______________________________
   
   Erica Lewis Kennedy, Mayor

   ATTEST:

   ______________________________
   
   Teri Colvin, City Clerk
ORDINANCE NO. 2190

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE CULVER ADDITION.

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

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

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

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

SECTION 1:

The property described in Exhibit A, known as the CULVER ADDITION, is hereby annexed to the City of Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this _____day of ____________, 2008.

____________________________
Erica Lewis Kennedy, Mayor

ATTEST:

____________________________
Teri Colvin, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Thursday, the _____ day of _____________, 2008, at the hour of 7:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.
INTRODUCED, READ and ADOPTED on second reading this ____ day of ______________, 2008.

____________________________
Erica Lewis Kennedy, Mayor

ATTEST:

_______________________________
Teri Colvin, City Clerk

EXHIBIT "A"

Lot 2, Linda Minor Subdivision, County of Montrose, State of Colorado.
Proposal: This is the initial zoning of the Culver Addition. The property is scheduled for annexation hearings on May 15 and June 5, 2008. The proposed zone is B-3 for the entire Addition (See the attached map). The property is located at 4078 N. Townsend Ave. (about 200 yards north of UPS)

Total Size: 3.5 acres

Applicant: The applicants are Ron and Janece Culver

Surrounding Land Use and Zoning:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zone</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>County General Commercial</td>
<td>Commercial</td>
</tr>
<tr>
<td>East</td>
<td>B-3</td>
<td>Commercial subdivision, currently vacant</td>
</tr>
<tr>
<td>South</td>
<td>B-3</td>
<td>Commercial</td>
</tr>
<tr>
<td>West</td>
<td>General Agriculture</td>
<td>Highway 50/frontage road</td>
</tr>
</tbody>
</table>

Analysis:

1. Below is an excerpt with the applicable provision of the Municipal Code regarding the zoning of new annexations:

   Section, 4-4-27(B) Zoning of Additions:
   (1) The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-29 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare (emphasis added).

2. The City of Montrose Comprehensive Plan provides more specific guidance on evaluating a specific proposal’s conformance with the public health, safety, and welfare. It must be noted, however, that the criteria listed in the Comp Plan are not binding.

In general, this zoning proposal conforms to the Future Land Use Map and policies of the Comprehensive Plan.
Map 3-1, 2008 City of Montrose Comprehensive Plan:
- The Future Land Use Map designates this area as “Employment Center”

Page 3-2, 2008 Comprehensive Plan:

<table>
<thead>
<tr>
<th>EMPLOYMENT LAND USES</th>
<th>Density (DU/Acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYMENT CENTER: This district is intended to encourage the development of planned light industrial, office and business parks as well as to identify locations for medium industrial uses such as manufacturing, warehousing and distributing, indoor and outdoor storage. This district is also intended to accommodate secondary uses that complement and support the primary workplace uses, such as hotels, restaurants, convenience shopping, childcare and housing.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Staff Comments:
- The property currently is occupied by a business selling utility trailers. B-3 zoning is proposed to accommodate the existing and planned uses on the property.
- This zoning proposal is consistent with the Comp Plan’s designation of the area as “Employment Center.” The proposal is also consistent with current land uses and zoning in the area.

Staff Recommendation:

Staff recommends approval of the B-3 zoning proposal.

Planning Commission Recommendation:

At its April 23, 2008 meeting, the Planning Commission recommended B-3 zoning on a unanimous vote.

Garry Baker, Senior Planner
April 23, 2008
ORDINANCE NO. 2192

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE CULVER ADDITION AS A "B-3", GENERAL COMMERCIAL DISTRICT.

WHEREAS, the Culver Addition has been recently annexed to the City of Montrose, Colorado; and

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

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

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

The Official Zoning Map is hereby amended to designate the Culver Addition, according to the Official Annexation Map thereof, as a "B-3", General Commercial District.

INTRODUCED, READ and PASSED on first reading this _____ day of ____________________, 2008.

__________________________
Erica Lewis Kennedy, Mayor

ATTEST:

__________________________
Teri Colvin, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Thursday, the _____ day of ____________________, 2008, at the hour of 7:00 p.m. at Montrose City Council Chambers, Elks Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this _____ day of ____________________, 2008.

__________________________
Erica Lewis Kennedy, Mayor

ATTEST:

__________________________
Teri Colvin, City Clerk
RESOLUTION NO. 2008-22

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

The City Council hereby set forth its findings of fact and conclusions based thereon with respect to the annexation of the Amerdev Addition based on the evidence contained in the official file, the official records of the City of Montrose, Colorado and the evidence produced at the Hearing held on May 15, 2008.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met including the following:

A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.

B. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desire the owners to annex and existing City services in the area.

C. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.

D. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.

E. No land held in identical ownership has been divided into separate parts. No tract over 20 acres with a valuation of over $200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from the Montrose School District No. RE-IJ. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S. 31-12-105.

G. The entire width of any streets to be annexed are included within the annexation.

H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).
3. The City Council has determined that additional terms and conditions will not be imposed.

4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.

5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.

6. An Annexation Impact Report has been produced, and filed with Montrose County.

CONCLUSIONS

1. The area proposed for annexation as the **Amerdev Addition** is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.

2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.

3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

   ADOPTED this ____ day of ______________________, 2008, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By ______________________________
David S. White, Mayor

ATTEST:

______________________________
Teri Colvin, City Clerk
ORDINANCE NO. 2191

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, FOR THE ANNEXATION OF THE AMERDEV ADDITION.

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

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

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

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

SECTION 1:

The property described in Exhibit A, known as the AMERDEV ADDITION, is hereby annexed to the City of Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this _____day of ____________, 2008.

_____________________________
Erica Lewis Kennedy, Mayor

ATTEST:

______________________________
Teri Colvin, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Thursday, the _____day of ____________, 2008, at the hour of 7:00 p.m. at Montrose City Council Chambers, Elks Building, Montrose, Colorado.
EXHIBIT "A"

A tract of land situated in the SE1/4SW1/4 Section 2 and in the NW1/4NW1/4 and the E1/2NW1/4 Section 11, Township 48 North, Range 9 West, N.M.P.M., Montrose County, Colorado and being more particularly described as follows: Beginning at the north quarter corner of said Section 11, said point also being a corner of the Southeast Addition No. 2 to the City of Montrose; thence S00°00’20”E along the west line of said Southeast Addition No. 2, a distance of 2635.96 ft. to the southeast corner of said E1/2NW1/4 Section 11; thence N88°58’43”W along the south line of said E1/2NW1/4 Section 11, a distance of 68.60 ft. to a point on the westerly right-of-way line of Sunshine Road; thence the following courses along said westerly right-of-way line: N15°04’37”W, 126.21 ft.; 134.62 ft. along the arc of a curve to the right having a radius of 1480.96 ft., a central angle of 05°12’30” and a long chord which bears N12°28’22”W, 134.58 ft.; N09°52’07”W, 522.53 ft.; 180.88 ft. along the arc of a curve to the left having a radius of 214.27 ft., a central angle of 48°22’01” and a long chord which bears N34°03’07”W, 175.56 ft.; N58°14’08”W, 290.81 ft.; 377.08 ft. along the arc of a curve to the right having a radius of 1205.72 ft., a central angle of 17°55’07” and a long chord which bears N49°16’34”W, 375.54 ft.; N40°19’01”W, 602.33 ft.; N40°20’46”W, 78.86 ft.; 186.90 ft. along the arc of a curve to the right having a radius of 255.00 ft., a central angle of 41°59’41” and a long chord that bears N19°20’56”W, 182.75 ft. to a point on the westerly right-of-way line of 6725 Road; thence N01°38’55”E along said westerly right-of-way line 649.37 ft. to a point on the north line of said Section 11, also being a point on the south line of Brown Ranch Addition No. 3 to the City of Montrose; thence S89°07’40”E, 60.00 ft. along said north line of Section 11 and along said south line Brown Ranch Addition No. 3, a distance of 60.00 ft. to a point on the boundary line of H. Summers Minor Subdivision; thence leaving said south line of Brown Ranch Addition No. 3 and following along the boundary line of said H. Summers Minor Subdivision the following courses: S00°03’09”E, 16.12 ft.; S74°02’59”E, 223.75 ft.; N62°40’17”E, 203.37 ft.; N02°43’13”E, 470.32 ft.; S89°57’32”W, 418.53 ft. to a point on the easterly right-of-way line of 6725 Road also being the east line of said Brown Ranch Addition No. 3; thence N00°09’03”W along said easterly right-of-way line and east line of said Brown Ranch Addition No. 3, a distance of 833.84 ft. to a point on the north line of said SE1/4SW1/4 Section 2, also
being the south line of the Southeast Addition No. 1 to the City of Montrose; thence S89°09′31″E along said south line of said Southeast Addition No. 1, a distance of 1276.74 ft. to the northeast corner of said SE1/4SW1/4 Section 2, also being a corner of the Southeast Addition No. 1, to the City of Montrose; thence S00°03′44″W along the west line of said Southeast Addition No. 1, a distance of 1317.20 ft. to the point of beginning, containing 80.559 acres more or less.
Community Development Staff Report
Amerdev Addition Initial Zoning
Trakit #ANX04-0002

PUBLIC NOTICE REQUIREMENTS HAVE BEEN FULFILLED. IF THERE IS NO OBJECTION FROM THE APPLICANT, PLEASE ENTER THE STAFF REPORT AND EXHIBITS INTO THE OFFICIAL RECORD

Proposal: This is the initial zoning of the Amerdev Addition. The property is scheduled for annexation hearings on May 15 and June 5, 2008. The proposed zone is R-3 for the entire Addition (see the attached map). The property is located southeast of the intersection of Otter and 67.25 Roads.

Total Size: 80.559 acres

Applicant: The applicants are Steve Annis and Brian Nicholson

Surrounding Land Use and Zoning:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zone</th>
<th>Current Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1</td>
<td>Residential</td>
</tr>
<tr>
<td>East</td>
<td>R-2</td>
<td>Agriculture</td>
</tr>
<tr>
<td>South</td>
<td>General Agricultural</td>
<td>Rural Residential/business</td>
</tr>
<tr>
<td>West</td>
<td>R-3/General Agricultural</td>
<td>Rural Residential</td>
</tr>
</tbody>
</table>

Analysis:

1. Below is an excerpt with the applicable provision of the Municipal Code regarding the zoning of new annexations:

   Section, 4-4-27(B) Zoning of Additions:
   (1) The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-29 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare (emphasis added).

2. The City of Montrose Comprehensive Plan provides more specific guidance on evaluating a specific proposal’s conformance with the public health, safety, and welfare. It must be noted, however, that the criteria listed in the Comp Plan are not binding.

In general, this zoning proposal conforms to the Future Land Use Map and policies of the Comprehensive Plan.
Map 3-1, 2008 City of Montrose Comprehensive Plan:
- The Future Land Use Map designates this area as “Residential Mixed Density Medium.”

### 3.2 Land Use Designation Summary

The following table shows proposed land uses on the Comprehensive Plan Future Land Use Map.

<table>
<thead>
<tr>
<th>LAND USE PLAN DESIGNATION / PURPOSE</th>
<th>DENSITY (DU/ACRE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESIDENTIAL MIXED DENSITY LOW: This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose and will continue to be a predominant density in the city. In addition to single-family homes, this district allows small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes).</td>
<td>Minimum: 2 units / acre</td>
</tr>
<tr>
<td></td>
<td>Maximum: 6 units / acre</td>
</tr>
<tr>
<td></td>
<td>Average: 4 units / acre</td>
</tr>
<tr>
<td>RESIDENTIAL MIXED DENSITY MEDIUM: The majority of the mixed-density medium residential land uses are designated in areas that are not yet developed. This district provides for a variety of residential types, mixed within a neighborhood, including single-family homes, townhomes, duplexes and triplexes.</td>
<td>Minimum: 6 units / acre</td>
</tr>
<tr>
<td></td>
<td>Maximum: 10 units / acre</td>
</tr>
<tr>
<td></td>
<td>Average: 8 units / acre</td>
</tr>
<tr>
<td>DOWNTOWN MIXED DENSITY HIGH: This high-density residential land use is primarily intended for attached buildings on individual lots (such as townhomes), as well as multi-family structures such as apartments and condominiums. Accessory dwelling units (apartments over garage) are encouraged. This use is especially appropriate in the Downtown and immediately surrounding core area, as well as adjacent to major and minor business centers.</td>
<td>Minimum: 8 units / acre</td>
</tr>
<tr>
<td></td>
<td>Maximum: 16 units / acre</td>
</tr>
<tr>
<td></td>
<td>Average: 12 units / acre</td>
</tr>
</tbody>
</table>

**Policy 9.4:** In reviewing where and how an applicant proposes to apply mixed densities, the Planning Commission and City Council should take into account compatibility with adjacent land uses. Density transitions between adjacent residential properties should be gradual, not exceeding two zoning categories unless unfeasible. Where density transitions must be greater than a two-category difference, the transition is to be accomplished within the property, or mitigated through similar building design, increased setbacks, landscape buffering, or other means acceptable to the City.

**Staff Comments:**
- Deducting 25% of the total land area for roads and park space, and dividing the result by 6,250 sq. ft. (the minimum lot size in the R-3 zone) would allow up to 421 single-family units. This would be a build-out density of 5.2 units per acre. This is a bit below the Comp Plan’s designation of 6-10 units per acre.
- Using a PD Plan under the R-3 zoning would allow at maximum density approximately 561 single-family units, or 7 single-family detached units per acre. Developing duplexes would allow somewhat higher density.
- The R-3 proposal is consistent with the Land Use Map and is at the low end of the Residential Mixed Density Medium designation. The most likely development scenarios
would build out at fewer than 4 units to the acre, well below the recommendations of the Comp Plan.

- The Brown Ranch to the north is zoned R-1. These lots average 1/3 of an acre, but are built to a 1 unit per acre density. The Comp Plan suggests transitions of no more than 2 zoning categories. This suggests a zoning no denser than R-1B on land contiguous to the Brown Ranch lots. However, Otter Road’s 80-foot right-of-way creates a significant buffer that appears to provide an adequate transition. The R-2 zoning to the east and 67.25 Rd. to the west make additional buffers unnecessary. The subdivision stage will provide an opportunity to address this issue in more detail.

- The original annexation application from 2004 proposes R-3 zoning. However, the owners have recently verbally stated that they would like R-2 zoning for the area. Staff regrets that this preference was not stated on the staff report in the Planning Commission packets.
  a. R-2 zoning at maximum density would allow 467 detached single-family units, a density of 5.8 units per acre. This would require utilization of a PD Plan.
  b. If no PD plan is proposed, R-2 zoning subtracting 25% for streets and open space would allow approximately 350 single-family units, or a density of 4.3 per acre. This is well below the Comp Plan recommended density of 6-10 units per acre.

Staff Recommendation:

Staff recommends approval of the R-3 zoning proposal.

Planning Commission Recommendation:

At its April 23, 2008 meeting, the Planning Commission recommended R-3 zoning for the Amerdev Addition. 5 members voted for, 1 against.

Garry Baker, Senior Planner
April 23, 2008
ORDINANCE NO. 2193

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, PROVIDING FOR THE ZONING OF THE AMERDEV ADDITION AS AN "R-3", MEDIUM DENSITY DISTRICT.

WHEREAS, the Amerdev Addition has been recently annexed to the City of Montrose, Colorado; and

WHEREAS, zoning has been requested, which the Planning Commission has reviewed and recommended in accordance with the requirements of the City Code; and

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

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

The Official Zoning Map is hereby amended to designate the Amerdev Addition, according to the Official Annexation Map thereof, as an "R-3", Medium Density District.

INTRODUCED, READ and PASSED on first reading this _____ day of __________________, 2008.

________________________________________
Eriska Lewis Kennedy, Mayor

ATTEST:

____________________________
Teri Colvin, City Clerk

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Thursday, the _____ day of __________________, 2008, at the hour of 7:00 p.m. at Montrose City Council Chambers, Elks Civic Building in Montrose, Colorado.

INTRODUCED, READ and ADOPTED on second reading this _____ day of __________________, 2008.

________________________________________
Eriska Lewis Kennedy, Mayor

ATTEST:

____________________________
Teri Colvin, City Clerk
Infill Development

- Staff will present alternatives and recommendations for encouraging infill development in the City of Montrose.

_______, 2008
Problem Statement

- Montrose has a sprawling (expensive) development pattern.
- There is a scarcity of affordable housing.
- Many homes in the older part of town are in poor condition.
- The current zoning code requires relatively large lots for all housing types, which discourages redevelopment.
2008 Comprehensive Plan

Goal 10, Action 2

Revise existing zoning ordinances or create an overlay zone, to encourage in the core area of the City:

- Residential uses in the Downtown (e.g. above stores and offices);
- Infill of vacant and underutilized parcels; and
- Accessory Dwelling Units (ADU”s, “mother-in-law” units over garages) to provide financial incentives to maintain and upgrade residential properties around the Downtown.
Staff Recommends:

- Zoning overlay district
  - Has potential to achieve significant results
  - Does not require additional budget and staff
“Turning Lemons into Lemonade”

- Allowing smaller lots and increased densities makes it financially feasible to redevelop vacant lots and homes in poor condition, and also:
- Takes advantage of existing infrastructure;
- Encourages homeownership
- Encourages affordable housing; and
- Accessory dwelling units can provide rental income for the owner of the primary dwelling unit, helping to make the property more affordable.
Current Code Requirements:

- Single Family House: 50’ wide lot, 6250 sq. ft. total
  - With setbacks, 40’ wide house
- Duplex: 75’ wide lot, 9375 sq. ft. total
  - With setbacks, 65’ wide building
Building a house on half the land:

- 15’ Wide
- Meets 5-foot setbacks on 1 city lot
- 1500 sq. ft.

www.livingsmartpdx.com/home/
Photo & 1st floor plan

- Front Garage not advised unless there is no alley access

www.livingsmartpdx.com/home/
Other 15’ Floor Plans

www.livingsmartpdx.com/home/
16’ wide
1.5 story

Can be built on 26’ wide lot
18’ Wide
2-story

- Can be built on 30’ wide lot

Floor 1 plan
Floor 2 plan

Rick Thompson
Architect

www.thompsonplans.com

F.O. Box 160
Lake Junaluska, NC 28745
828-627-1474

Plan # 1011A

Size fl 1 540
Size fl 2 502
Size Total 1042

Width 18'0"
Depth 30'4"
Porch 8'

Fl 1 ceiling 8'
Fl 2 ceiling 8'
Roof pitch 10/12
Height 26'6"

Prints 5 sets
Please see
Prints 8 sets web site for
Volumes current
Material list pricing
CAD thank you
24’ Wide

- Meets 5-foot setbacks on 1.5 city lots
- Can be built on 34’ wide lot
Accessory unit above Garage

- Would easily fit off the alley on a 6,250 sq. ft. lot.
Proposed Code Changes

- Infill Development Overlay District
  - Single family home: min. 3125 sq. ft.
  - Detached accessory dwelling units and duplexes: min. 6250 sq. ft.
    - Establish maximum lot coverage for detached units in back yard areas
  - Require adequate setbacks (5-foot side yard)
  - If an alley abuts the property, the garage and any driveways/parking areas must face the alley
  - Allow “townhome” subdivisions on common walls with common wall agreement
Encouraging Residential Development Downtown

- Decrease the residential parking requirement in the B-1 District.
  - Currently 2 spaces required per dwelling unit
  - Reduce this to 1 parking space per dwelling unit
  - No spaces required if public parking is provided within ½ block.
Next Steps

- Staff would like Council direction on whether to move forward with a draft ordinance to be presented at a future work session
April 11, 2008

Mary Watt  
City Manager  
City of Montrose  
P O Box 790  
Montrose, CO 81402

RE Request for Extension of Time to Construct  
And Dedicate Additional Roadway

Dear Mary

Request is made by the undersigned to extend the time for construction and dedication of a roadway to be constructed upon the strip of land described in “Note 1” shown on Final Plat of Columbine Ridge Subdivision Filing No 1 recorded in the Montrose County records in Book 12 at Page 746 of the Montrose County records. The property referred to in both of the Notes appearing on the two Plats when added together describe a tract of land 60 feet in width by 344.47 feet in length (meaning running north and south). The roadway to be constructed thereon was to be constructed and dedicated on or before November 16, 2008.

Request is made to extend said expiration date to November 16, 2018, during which time the road and dedication could be completed by the undersigned.

The property owners directly affected by this extension of time are Richard and Becky Turner, who own property adjoining the westerly side of the strip formerly described as Lot 0 of Columbine Ridge Subdivision, Carol Renfrow, who is the record owner of Lot A which adjoins a portion of the strip of land on the west and its record lessee, The Montrose Land Company, which operates the golf course on Lot A of Columbine Ridge Subdivision. The intended purpose of the construction and dedication of this roadway would be for the purpose of providing additional access for Lots 1 and 2 of the Amended Plat of Columbine Estates Subdivision. The undersigned wish to develop said lots in the future either individually or together incident to which further subdivision of these lots would be accomplished. The extension of time would facilitate planning for such additional development.
Complete copies of the two Plats are on file in the City Engineering Department

We would appreciate it if you could bring this matter up before the City Council at its next meeting. We are in the process of securing consents to this request from the Turners, Carol Renfrow, and the Montrose Land Company. We would appreciate hearing from you if any further consents are necessary. Thank you for your help in this regard.

Sincerely,

[Signature]

[Signature]

Renfrow and Cheney
CONSENT

The undersigned, having been provided a copy of a letter dated 4/11/2008, addressed to Mary Watt, City Manager of the City of Montrose, Colorado, which contains a request for an extension of time of ten additional years until November 16, 2018, within which to construct and dedicate a road over a 60-foot strip of land referred to in Note 1 appearing on Amended Plat of Columbine Estates Subdivision and Final Plat of Filing No. 1 of Columbine Ridge Subdivision, hereby consent to such request for additional time.

Richard Turner 4-28-2008
Date

Carol Renfrow 4/28/08
Date

Becky Turner 4/28/2008
Date

By R.A. Miller 5/11/08
Date

The Montrose Land Company
COPY OF STRIP OF LAND (FIRST PAGE) AND NOTE 1
APPEARING ON AMENDED PLAT OF COLUMBINE ESTATES
SUBDIVISION (SECOND PAGE)
(LOT ONE OWNED BY CAROL RENFRO AND LOT TWO
OWNED BY TOM AND BETH CHENEY—less portion
on north east corner included in later filing)
LOT 4

POOR ORIGINAL
SECOND SUBDIVISION PLAT NOTE AMENDMENTS

The City of Montrose, Colorado, at the request and consent of requested property owners hereby gives record notice that the expiration date of certain easement reservations contained in Note 1 of Columbine Ridge Subdivision, Filing No. 1, as recorded in Plat Book 12, Page 745 of the Montrose County records, as restated on the plat of the Fairway View Subdivision, Filing No. 1 recorded in Plat Book 12, Page 1121 of the Montrose County records, which expiration date is also contained on Note 1 on the Amended Plat of Columbine Estates Subdivision as recorded in Book 12, Page 746 of the Montrose County records, which was amended by the Montrose City Council on November 5, 1998, and said amendment was recorded in the Montrose County Clerk and Recorder’s Office under Reception Number 645598 on November 12, 1998, is hereby amended to read “November 16, 2018”

APPROVED by the Montrose City Council on __________ day of __________, 2008

__________________________
Erica Lewis Kennedy, Mayor

ATTEST

__________________________
Terri Colvin, City Clerk

STATE OF COLORADO )
) SS
COUNTY OF MONTROSE )

The foregoing instrument was acknowledged before me this ______ day of ___________________ 2008, by Erica Lewis Kennedy, Mayor of the City of Montrose

Witness my hand and official seal
My commission expires _______

__________________________
(Seal)
Notary