MONTROSE URBAN RENEWAL AUTHORITY (MURA)
BOARD of COMMISSIONERS MEETING
Wednesday, October 19, 2022 2:00 PM
City of Montrose Centennial Meeting Room
433 S 1st St. Montrose, CO

AGENDA

1) **CALL TO ORDER**
- Board Chair Tad Rowan

2) **THE PLEDGE OF ALLEGIANCE**

3) **ROLL CALL**
- Deputy City Clerk Briceida Ortega

4) **CHANGES TO THE AGENDA, INCLUDING ADDITIONS AND DELETIONS**

5) **CALL FOR PUBLIC COMMENT**
The "Call for Public Comment" agenda item is a time when concerned members of the community may publicly voice their concerns and discuss items of interest. Please note that no formal action will be taken on the matters raised during this time. Comments made during this time should be addressed to the MURA Board of Commissioners and pertain to matters of at least general importance to the Montrose Urban Renewal Authority and its operations. Please be aware that neither the MURA Board nor staff are expected to respond or engage in discussion or debate. Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any "disorderly conduct" that violates state or local law and shall not be permitted.

6) **CONSIDERATION OF MINUTES**
- Deputy City Clerk Briceida Ortega

Action: Consider making a motion to approve the minutes of the June 2, 2022 regular MURA Board meeting as presented

7) **TIF EXPENDITURE UPDATE**
- City Engineer Scott Murphy

8) **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MONTROSE AND THE MONTROSE URBAN RENEWAL AUTHORITY REGARDING LEGAL SERVICES**
- City Attorney Ben Morris and Executive Director Bill Bell

Action: Consider making a motion to approve the Intergovernmental Agreement between the City of Montrose and The Montrose Urban Renewal Authority Regarding Legal Services as presented.

9) **DISCUSSION OF PROPOSED BYLAWS FOR THE MONTROSE URBAN RENEWAL AUTHORITY**
- City Attorney Ben Morris

10) **SCHEDULE FUTURE MEETINGS**

11) **ADJOURNMENT**

A regular meeting of the Montrose Urban Renewal Authority (MURA) Board of Commissioners was held on Thursday, June 2, 2022, at 2:00 p.m. in the Cascade Meeting Room, located in the Elks Civic Building at 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Tad Rowan, Dave Frank, Doug Glaspell, J. David Reed, Ed Ulibarri, Brad Hughes, Steve Bush, Executive Director William Bell

ABSENT: Barbara Bynum, Mark Plantz

GUESTS: City Engineer Scott Murphy, Business and Tourism Director Lisa Kuczmarski, Deputy City Clerk Mikayla Unruh, Joel Evans, David Dragoo, Doug Dragoo, Mike Anderson

CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairperson Tad Rowan.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Board members Tad Rowan, Dave Frank, Doug Glaspell, J. David Reed, Ed Ulibarri, Brad Hughes, Steve Bush, and Executive Director William Bell were present.

Board members Barbara Bynum and Mark Plantz were absent.

CHANGES TO THE AGENDA, INCLUDING ADDITIONS AND DELETIONS

No changes were made to the agenda.

CALL FOR PUBLIC COMMENT

No comments were received.

CONSIDERATION OF MINUTES

The MURA Board considered the minutes the March 16, 2022, regular MURA Board meeting.

A motion was made by Dave Frank, seconded by Steve Bush, to approve the minutes of the March 16, 2022, regular MURA Board meeting as presented. All voted yes. Motion passed.

TIF EXPENDITURE UPDATE

City Engineer Scott Murphy provided an update on current TIF expenditures within the Colorado Outdoors development.

Mr. Murphy reported no significant changes since the last TIF expenditure update and provided individual project updates. Mr. Murphy said the first Basecamp Apartments building will open in September with leasing beginning soon. The Fairfield Inn has broken ground and Mr. Murphy explained the process and timeline for the site preparation and modular installation.

Mr. Murphy provided a summary of cost savings realized on completed projects and stated that $375,000.00 of unencumbered funds remains available.

COLORADO COMMUNITY REVITALIZATION GRANT AGREEMENT

Executive Director Bill Bell reported that the MURA board previously authorized an application for a Colorado Creative Industries Grant. Mr. Bell said this agenda item finalizes the revised grant contract and Land Use Restriction Agreement (LURA).

David Dragoo reported that the Colorado Creative Industries Grant Program is designed to fund mixed use projects that support creative industries. The LURA requires that the funding is used for permanent improvements and places a restriction on the property for 20 years. Mr. Dragoo said that 6 of the 20 Flex Building units will be tied to the grant funding with the restrictions of the LURA. Mr. Dragoo stated that Colorado Outdoors would sign as the property owner, and MURA would sign as the grant recipient.

A motion was made by Doug Glaspell, seconded by Dave Frank, to approve the Land Use Restriction Agreement and grant contract with Colorado Creative Industries as part of the Colorado Community Revitalization Grant for interior improvements to the Flex Buildings at Colorado Outdoors.

The Boad members discussed whether the MURA Board is responsible for any violations of the agreements. Mr. Dragoo clarified that the LURA is tied to the property and any buyer of the building would be required to commit to the terms.

All voted yes. Motion passed.

SHELTER DISTILLING INC. PROJECT DISCUSSION

Consideration of a Development Agreement: Mr. Bell reported that this item was discussed at the previous work session with a presentation by Shelter Distilling representatives. Mr. Bell recommended amending the agreement to strengthen the “Representations and Warranties of

Grantee" section and to clarify that contractors are paid directly unless an alternative is mutually agreed upon.

Project Funding Discussion: Mr. Bell recommended using MURA cash on hand rather than generating a promissory note for use of City funds. Mr. Bell said that because MURA is funding the project and not borrowing, no separate vote is needed.

A motion was made by Dave Frank, seconded by Doug Glaspell, to approve an agreement with Shelter QOZB, LLC, for development of a new headquarters, manufacturing, and restaurant facility at Colorado Outdoors with relevant amendments and financing per the discussion. Ed Ulibarri abstained. All others voted yes. Motion passed.

SCHEDULE FUTURE MEETINGS

Deputy City Clerk Mikayla Unruh reported that the next regularly scheduled meeting on June 22 conflicts with the Colorado Municipal League Annual Conference.

The next regular meeting of the MURA Board of Directors was scheduled for Wednesday, July 20, 2022, at 2:00 p.m.

GENERAL DISCUSSION

Mr. Bell gave an overview of TIF funding and the commissioners discussed project financing options.

ADJOURNMENT

A motion was made by J. David Reed, seconded by Dave Frank, to adjourn the meeting at 2:34 p.m. with no further action taken. All voted yes. Motion passed.

ATTEST:

____
Tad Rowan, Chairperson

____
William E. Bell, Executive Director

TABLE 1
Montrose Urban Renewal Authority
Summary of Promissory Note Expenditures to Date
Rev. 10/14/2022

Work Element	Promissory Note Date	Promissory Note Amount	Contract or Expense Authorization Date	Contract or Expense Authorization	Consultant/ Contractor	Expenses to Date	Anticipated Outstanding Expenses	Grant Revenues (Where Applicable)	Total Anticipated Out of Pocket Expense[(a)]
Stantec/Black Mtn. Design Reimbursements	5/11/2017	$353,759.55	5/11/2017	$353,759.55	Black Mtn. Reimbursements	$353,759.55	$0.00		$353,759.55
Phase I Civil Design	6/5/2017	$552,570.00	6/5/2017	$462,370.00	Del-Mont Consultants	$462,118.83	$0.00		$462,118.83
Phase I Design Incidentals				$90,200.00	P. Hayes et. al.	$90,207.73	$0.00		$90,207.73
Uncompahgre River Improvements Design	7/24/2017	$121,881.00	7/24/2017	$146,881.00	Ecological Resource Consultants	$146,881.00	$0.00	$25,000.00	$121,881.00
Sewer Materials Direct Purchase	10/5/2017	$6,750,000.00	11/16/2018	$413,208.24	Winwater GJ Pipe	$417,329.40	$0.00		$417,329.40
Phase I Civil Design Change Order			1/2/2018	$95,250.00	Del-Mont Consultants	$80,292.90	$0.00		$80,292.90
Phase I Design Incidentals Change Order				$10,175.00	P. Hayes	$10,175.00	$0.00		$10,175.00
Power Utilities				$1,080,000.00	DMEA	$676,916.84	$0.00		$676,916.84
Natural Gas Utilities				$375,000.00	Black Hills Energy	$371,016.09	$0.00		$371,016.09
SCADA and Hot Tap				$43,115.00	Multiple	$42,860.00	$0.00		$42,860.00
Survey and Const. Support				$274,100.00	Del-Mont Consultants	$172,327.95	$0.00		$172,327.95
Entrance Drives/Access Road Along Mayfly				$204,459.60	Rundle Const. Ridgway Valley Ent.	$188,747.02	$0.00		$188,747.02
Support/Planning Services				-	Multiple	$148,704.73	$0.00		$148,704.73
Phase I Construction - Base Bid				$4,254,692.00	Ridgway Valley Ent.	$3,346,750.69	$0.00		$3,346,750.69
Phase I Construction - Bid Alternates						$665,116.82	$0.00		$665,116.82
Fairfield Hotel Horiz. Site Improvements	Savings		1/21/2020	$600,000.00	LaMont Companies	$0.00	$600,000.00		$600,000.00
Mayfly Site Horiz. Site Improvements	10/15/2018	$805,937.09	10/15/2018	$805,937.09	Black Mtn. Capital	$653,078.89	$0.00		$653,078.89
Phase I River Construction	3/6/2019	$1,100,000.00	2/3/2020	$1,600,000.00	ERC/Naranjo	$1,602,969.34	$0.00	$784,588.00	$818,381.34
Phase II Infrastructure Civil Design	Savings		1/14/2020	$111,300.00	Del-Mont Consultants	$88,716.68	$0.00		$88,716.68
Colorado Yurt Horizonal Site Imp.	4/7/2021	$853,935.00	4/7/2021	$853,935.00	Alcorn Const.	$853,935.00	$0.00		$853,935.00
Basecamp Apt. Horiz. Site Imp.	6/16/2021	$1,367,000.00	6/16/2021	$1,367,000.00	Misc.	$777,772.54	$589,227.46		$1,367,000.00
Flex Buildings Horizontal Site Imp.	10/20/2021	$1,100,000.00	10/20/2021	$1,100,000.00	Black Mtn/Shaw	$1,100,000.00	$0.00	$0.00	$1,100,000.00
Shelter Distilling Horiz. Site Improvements	(b)	-	6/2/2022	$700,000.00	Shaw	$0.00	$375,766.00	$0.00	$375,766.00
	TOTAL	**$13,005,083**				**$12,249,677**	**$1,564,993**	**$809,588**	**$13,005,082**

(a) Expenses to Date + Outstanding Expenses - Grant Revenues

(b) No promissory note utilized. Project to be paid using savings from previous promissory notes as available and MURA fund balance

TOTAL PROMISSORY NOTES LESS TOTAL ANTICIPATED EXPENSES = $0

Completed lines shaded grey

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE MONTROSE URBAN RENEWAL AUTHORITY REGARDING LEGAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is dated _____________, 2022, between the City of Montrose, (the "City") a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Urban Renewal Authority, ("MURA") a Colorado urban renewal authority, whose address is P.O. Box 790, c/o City of Montrose, Montrose, Colorado 81402; the above-named entities may sometimes be collectively referred to herein as the "Parties" and individually as a "Party." The effective date of this Agreement shall be the date of last signature made hereon (the "Effective Date").

WHEREAS, MURA was organized under City Council Resolution 2016-26, pursuant to C.R.S. § 31-25-101, *et seq*., and is a body corporate and politic under Colorado law; and

WHEREAS, the Montrose City Council designated itself as the commissioners for MURA, along with representatives from other local governmental entities and special districts, in conformity with C.R.S. § 31-25-115 (1); and

WHEREAS, the City and MURA have an ongoing collaborative relationship with shared goals for a wide variety of matters of municipal concern, including economic development, remediation of the blighted area shown on Exhibit "B" of Resolution 2017-01, and coordinated land use approvals for redevelopment of parcels found within the same; and

WHEREAS, both Parties desire to provide the best possible services to the community at the lowest practicable cost; and

WHEREAS, in furtherance of the aforementioned goals, the Parties desire to share legal services, consistent with C.R.S. § 31-25-104 (2)(c), and as specified in this Agreement, whereby the City Attorney's Office would provide general legal representation and counsel to MURA.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

<u>PART I: SPECIFIC TERMS</u>.

1. LEGAL SERVICES.

   (a) The City Attorney represents the City. The City Attorney, or his or her designee, shall provide general legal representation and counsel to the MURA as the specific need arises. The City Council may direct the City Attorney's rendering of services as set forth in the City Charter.

(b) The MURA shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the MURA. <u>The Parties do not contemplate that MURA will be billed for any hourly or transactional work performed by the City Attorney</u>; rather, any costs and expenses (such as but not limited to out-of-town travel expenses) associated with representation of MURA may be billed thereto, with prior approval of the City Council.

i. The City shall cause an itemized bill to be sent to MURA for any such expenses, and the same shall be payable within thirty (30) days of receipt.

(c) The City Council may terminate the provision of the City Attorney's services to the MURA at any time for specific matters, or in general with notice as set forth herein.

(d) The Parties contemplate this Agreement will give rise to an attorney-client relationship between the City Attorney and MURA.

2. WAIVER OF POTENTIAL CONFLICT OF INTEREST, COLORADO R.P.C. 1.7

(a) The City Attorney will provide notice to the MURA if he or she believes that an actual or potential concurrent conflict of interest exists in regard to a specific situation, and will provide the MURA with reasonable time to hire its own independent legal counsel.

(b) This Agreement contains and constitutes "informed consent" within the meaning of that term as used in Colorado R.P.C. 1.7, and the official comments associated therewith.

i. The City Attorney reasonably believes that competent and diligent representation can be provided to both Parties; and

ii. Representation of both Parties is not prohibited by law; and

iii. The representation does not involve the assertion of a claim by one Party against the other; and

iv. The Parties will both benefit from the joint representation through cost savings associated with not having to hire separate counsel; and

v. The City Attorney's Office already represents the City, has access to records regarding the Parties' previous transactions, and is generally familiar with matters pertaining to both Parties; and

vi. The City Council, which is currently represented by the City Attorney under provisions of the City Charter, also serves as a majority of membership of commissioners for MURA, minimizing the potential for future conflicts of interest.

vii. In summary, the Parties acknowledge that it is not possible to foresee every potential conflict of interest, but also note that such potential is minimized by shared goals, purposes, and common leadership personnel, as noted above. The Parties have been given the opportunity to consult with independent counsel, and hereby agree to provide this written informed consent waiving any objection they may have to any concurrent conflict of interest now existing or hereafter created, to the extent allowed by law or rule.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2022. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless otherwise terminated in accordance with the provisions of this Agreement.

PART III: CONSIDERATION. MURA agrees to the payment of ten U.S. Dollars ($10.00) in consideration for the services contemplated by this Agreement, the receipt and sufficiency of which are hereby acknowledged by the City.

PART IV: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Venue shall be in Montrose County.

PART V: MUTUAL HOLD HARMLESS CLAUSE; GOVERNMENTAL IMMUNITY.

(a) The undersigned Parties mutually agree to release and hold harmless one another, their officers, directors, agents, successors, assigns and employees from and against all liability, claims, and demands, on account of injury, loss, or damage, of any kind whatsoever, which arise out of or are in any manner connected with the City's provision of legal services, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, negligence, or other fault of the Parties, their respective officers, directors, agents, employees or assigns.

(b) Notwithstanding any other provision of this Agreement, nothing herein shall be construed or interpreted as a waiver by the Parties of any provision of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims or injuries arising out of the claimed negligence of the Parties, and their respective officers, directors, agents and employees is controlled and limited by the provisions of §24-10-101, *et seq*., C.R.S., as now or hereafter amended.

<u>PART VI: AMENDMENTS</u>. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

<u>PART VII: MERGER</u>. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

<u>PART VIII: SEVERABILITY</u>. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

<u>PART IX: TERMINATION</u>. Either Party may terminate this Agreement with advance written notice to the other Party delivered no less than thirty (30) days prior to the contemplated termination date. No automatic renewal shall follow a properly noticed termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CITY OF MONTROSE		**ATTEST**:
____________________________	__________	______________________________
David Frank, Mayor	Date	Lisa DelPiccolo, City Clerk

MURA		**ATTEST:**
____________________________	__________	______________________________
William Bell, Executive Director	Date	______________, its____________

BYLAWS OF THE

MONTROSE URBAN RENEWAL AUTHORITY

ARTICLE I
THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the "Montrose Urban Renewal Authority," hereinafter referred to as "MURA," or the "Authority." The Authority shall consist of the number of Commissioners as provided by statute, or as stated in City of Montrose Resolution 2016-26, as amended.

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the full name of the Authority.

Section 3. Office of Authority. The office of the Authority shall be in City Hall for the City of Montrose, 433 South First Street, Montrose, Colorado; its mailing address shall also be the same as for the City of Montrose: P.O. Box 790, Montrose, Colorado 81402-0790.

ARTICLE II
OFFICERS AND PERSONNEL

Section 1. Officers. The Officers of the Authority shall be a Chairperson, a Vice Chairperson, a Secretary, and an Executive Director.

Section 2. Chairperson. The Chairperson shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairperson shall sign all contracts, deeds, checks for the payment of money and other instruments made by the Authority.

Section 3. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity thereof; and in case of a vacancy in the office of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a new Chairperson from among its Commissioners.

Section 4. Executive Director. The Executive Director shall be appointed by a majority vote of those Commissioners present, provided that a quorum exists, and shall serve at the pleasure thereof. He or she shall have general supervision over administration of the affairs and business of the Authority, and shall be charged with management of the projects of the Authority, and with any other duties as assigned by the Commissioners from time-to-time. He or she shall designate in writing some person to perform the duties of Executive Director in his or her absence.

Section 5. Secretary. Pursuant to C.R.S. § 31-25-104 (2)(c), the Executive Director of the MURA shall also be its Secretary. However, the Mayor and/or the City Manager of the City of Montrose is hereby empowered to appoint a Recording Secretary for the Authority who shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority, and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purposes, and shall perform all duties incident to this office. He or she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority. He or she shall designate in writing some person to perform his or her duties hereunder in his or her absence.

Section 6. Additional Duties. The Officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority, or by these Bylaws or other rules and regulations of the Authority, or pursuant to any cooperation agreement or as required by State law.

Section 7. Election of Officers. The Officers of the Authority shall be elected annually by a majority vote of those Commissioners present, provided that a quorum exists, at the first regular meeting in April of each year, and shall assume their duties upon election. Officers shall hold office for one year or until their successors are elected and qualified.

Any person appointed to fill the office of Recording Secretary or any vacancy therein shall have such term as the Mayor and/or City Manager may establish, but no MURA Commissioner shall be eligible for this office except as a temporary appointee.

Section 8. Vacancies. Should the office of Chairperson or Vice Chairperson become vacant, the Authority shall select a successor from its Commissioners by a majority vote of those Commissioners present, provided that a quorum exists, at the next regular meeting to serve for the unexpired term of said office.

Section 9. Personnel. The Authority may from time-to-time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and all other laws of the State of Colorado applicable thereto. The Authority is further expressly authorized to enter into cooperation agreements with the City of Montrose for the provision of any such personnel.

ARTICLE III
MEETINGS

Section 1. Regular Meetings. A regular meeting shall be held at such time and place as may be prescribed by motion adopted by the Authority from time to time.

Section 2. Special meetings. The Chairperson of the Authority may, when he or she deems it expedient, upon the written request of two Commissioners of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the notice thereof. The notice for the special meeting must be delivered to the business or home address of each Commissioner of the Authority at least twenty-four (24) hours prior to the date of such special meeting. Such notice shall designate the time and place of the special meeting. Any Commissioner may waive notice of any meeting and a Commissioner's presence shall constitute waiver of notice of that meeting unless the Commissioner's written objection to the transaction of any business at the meeting is filed with the Secretary on the ground that the meeting is unlawfully called or convened. At such special meeting no business shall be considered other than as designated in the notice, but if all of the Commissioners are present at a special meeting, any or all business may be transacted at such special meeting.

Section 3. Quorum. The power of the Authority shall be vested in the Commissioners in office from time-to-time. A majority of the Commissioners shall constitute a quorum for the purpose of conducting business and exercising the Authority's powers and for all other purposes, but a smaller number may adjourn from time-to-time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon an affirmative vote of the majority of the Commissioners present.

Section 4. Attendance. Three (3) absences from the regular meetings of the Authority within a twelve-month period shall constitute grounds for removal of a Commissioner, subject to confirmation of such removal by the City Council.

Section 5. Order of Business. At regular meetings of the Authority the following shall be the order of business:

Call the meeting to order.
Roll Call of Commissioners.
Approval of minutes.
Public forum or comment period.
Old business.
New business.
Other matters.
Designation of place and time for next meeting.
Adjournment

Section 6. Manner of Voting. Voting shall be by roll call, with a majority of votes of those Commissioners present being an adequate number to take action, provided a quorum is present. The Commissioners' affirmative and negative votes shall be entered upon the minutes of every meeting, except in the case of elections when the vote may be by ballot.

Section 7. Action by Resolution Required. A contract with persons outside the Authority, with the United States or other public bodies shall be authorized by written resolution, a copy of which resolution and contract shall be kept with the journal of the proceedings of the Authority.

Section 8. Open Meetings. The Authority shall make no final policy decisions, pass no resolution, adopt no rule or regulation, nor take any action approving a contract calling for the payment of money at any meeting which is not open to the general public.

ARTICLE IV
AMENDMENT OF BYLAWS

Section 1. Amendment of Bylaws. These Bylaws may be amended only by a majority vote of those Commissioners present, provided that a quorum exists.

ARTICLE V
MISCELLANEOUS

Section 1. Removal from Authority. Notwithstanding the removal process described in Section 4 of Article III of these Bylaws, any Commissioner or Officer may be removed for any of the grounds enumerated in § 31-25-104 (4), C.R.S., subject to the notice and hearing requirements set forth therein.

Section 2. Uniform Standards for Sales. The Authority is authorized to adopt uniform standards for the approval of all sales of real property in the exercise of its duties. This section shall not affect the responsibility of the Authority to approve all purchases of real property by Authority action.

Section 3. Conflict of Interest. No Commissioner, Officer, or employee of the Authority, nor any immediate member of the family of any Commissioner, Officer, or employee shall acquire, nor shall any Commissioner or Officer retain any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall he or she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project. If any Commissioner, Officer, or employee of the Authority owns or controls an interest, direct or indirect, in any property to be included or planned to be included in any project, he or she shall immediately disclose the same in writing to the Authority, and such disclosure shall be entered upon the minutes of the Authority. Acquisition or retention of any such interest or willful failure to disclose any such interest shall constitute misconduct in office.

Section 4. Notices and Posting Place. Any written notice or other communication to or from the Commissioners and Officers may take the form of electronic communication or facsimile; provided, however, that all notices of Authority meetings and other materials posted at City Hall, the Elks' Civic Building, or other designated posting place shall be posted in hard copy written form. The posting place shall be designated by the Commissioners, and may be changed from time-to-time as deemed appropriate. All notices or postings required by the Colorado Open Meetings Law shall be in compliance therewith.

Section 5. Rules of Procedure. No formal rules of procedure are required for the conduct of meetings. The Commissioners may adopt the City Council's rules of order, Robert's Rules, or any other parliamentary system they desire to use. Adoption of parliamentary procedures shall be by a majority vote of the Commissioners present, provided that a quorum exists.

ADOPTED this _____ day of ______________, 2022.

____
_____________________, Chair
Montrose Urban Renewal Authority

Attest: Seal

____
Secretary