



CITY COUNCIL WORK SESSION
Monday, April 3, 2023 - 10:00 AM
Community Room, Montrose Public Safety Complex – 434 S. First Street

Public participation for this meeting will be in person in the Community Room of the Montrose Public Safety Complex. The meeting recording can be viewed at the link below:

<https://www.youtube.com/user/MontroseCityGov>.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. In order to allow time to book this resource, please email planningmail@ci.montrose.co.us at least three days before the meeting.

- 1) **PUBLIC SAFETY COMPLEX TIME CAPSULE CEREMONY** (10 minutes)
Staff: Deputy Police Chief Tim Cox
- 2) **DISCUSSION ITEMS**
 - A) **Municipal Court Annual Report** (15 minutes)
Staff: Municipal Court Judge Charles Greenacre, Municipal Court Judge Erin Maxwell
3-10
 - B) **2023 Pavement Marking Contract Award Recommendation** (10 minutes)
Staff: Streets Superintendent Nik Pridy **11-14**
 - C) **Collateral Substitution Ordinance** (15 minutes)
Staff: Finance Director Shani Wittenberg, City Attorney Ben Morris **15-43**
 - D) **South 3rd Plaza Construction Contract Award and Right of Way Vacation** (15 minutes)
Staff: City Engineer Scott Murphy, Planning Manager Jace Hochwalt, City Attorney Ben Morris **44-54**
 - E) **Otter Road Right-of-Way Dedication** (10 minutes)
Staff: Planning Manager Jace Hochwalt, City Engineer Scott Murphy **55-62**
 - F) **Land Use Code Consolidation Update** (1 Hour)

To limit the total file size of the packet, this item's attachments are linked herein and within the Staff Report. Attachment A reflects the Redlined Version of the Proposed Land Use Code Update which is found at
http://www.plan-tools.com/PDFs/LDR%20Redlines_March%202023%20DRAFT.pdf.
Attachment B reflects the Clean Version of the Proposed Land Use Code Update which is found at

http://www.plantools.com/PDFs/LDR%20Clean_March%202023%20DRAFT.pdf.

Staff: Planning Manager Jace Hochwalt **63-68**



- 3) GENERAL CITY COUNCIL DISCUSSION
- 4) STAFF COMMENTS



MONTROSE MUNICIPAL COURT

ANNUAL REPORT FOR THE 2022 CALENDAR YEAR



ENHANCING THE QUALITY OF LIFE IN THE CITY OF MONTROSE

MUNICIPAL COURT TEAM



Municipal Court Judge	Charles Greenacre
Alternate Judge	Bo Nerlin
Court Administrator	Karina Lanuza
Deputy Court Clerk	Dona Hawken

MISSION STATEMENT

To provide access to justice, community safety, and accountability with compassion and respect.

WHAT THE COURT DOES

The Montrose Municipal Court adjudicates criminal, traffic, code, and parking violations in the City of Montrose for adults and juveniles. The Court hears a wide variety of cases including:

- Shoplifting
- Animal cases
- Juvenile marijuana, alcohol, drug paraphernalia, and vaping charges
- Careless driving and speeding offenses
- Nuisance violations

The Court strives to make the community safer, deter criminal behavior and ensure accountability with the following sentencing alternatives:

- Jail sentences and detention
- Fines
- Restitution
- Useful public service
- Requiring students to stay in school with no unexcused absences, maintain a “C” average, and participate in an extra-curricular activity.

TEEN COURT

The Municipal Court also operates a Teen Court program. In Teen Court, a student is sentenced by his or her peers. Students act as prosecutors, defense counsel, and jurors. The jury determines the sentence, which may include useful public service, writing apology letters, and writing essays related to the offense as a form of accountability.

Teen Court is a life changing experience for those who participate. Students learn about the criminal justice system firsthand because of the role they play in an actual trial. Student defendants learn because they are judged by their peers and have a chance to explain the reasons for their behavior and how they will avoid that behavior in the future. As one parent commented, “Teen Court changed my daughter’s life.”

2022 REVIEW

Court staff implemented the following improvements in 2022:

- Appointed Bo Nerlin Alternate Judge to provide coverage when the Municipal Court Judge is not available.
- Continued training office staff including programs offered by the Colorado Municipal Judges Association and CAMCA (Colorado Association for Municipal Court Administration) as well as internal training programs.
- Reviewed and revised all Court forms, office procedures, and administrative orders to ensure compliance with statutes, rules of procedure, and ordinances and to increase efficiency.
- Downloaded all Administrative Orders to the online City of Montrose Regulations Manual to allow for public access.

- Established a comprehensive operation manual.
- Increased the efficient use of the Court's case management system (FullCourt) and added a module that will allow for digitally storing documents.
- Updated the court appointed counsel list and procedures for appointing counsel for indigent parties.

WHAT LIES AHEAD IN 2023



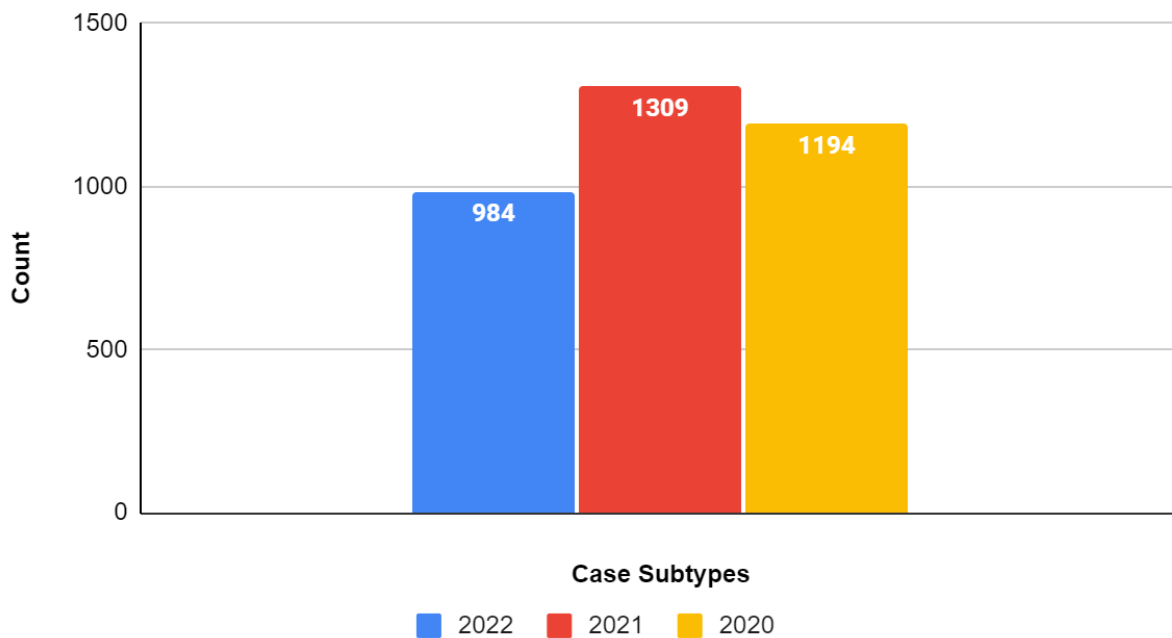
Judge Greenacre is retiring effective April 6, 2023. In his place, the Montrose Municipal Court welcomes the Honorable Erin Maxwell as the Presiding Judge. Judge Maxwell is originally from the panhandle of Oklahoma and made Montrose her home in 2020. She enjoys the abundant outdoor activities here and values the people and pace of the Western Slope. Judge Maxwell is eager to continue the forward progress of the Court and is honored to be joining the City of Montrose team.

2023 GOALS

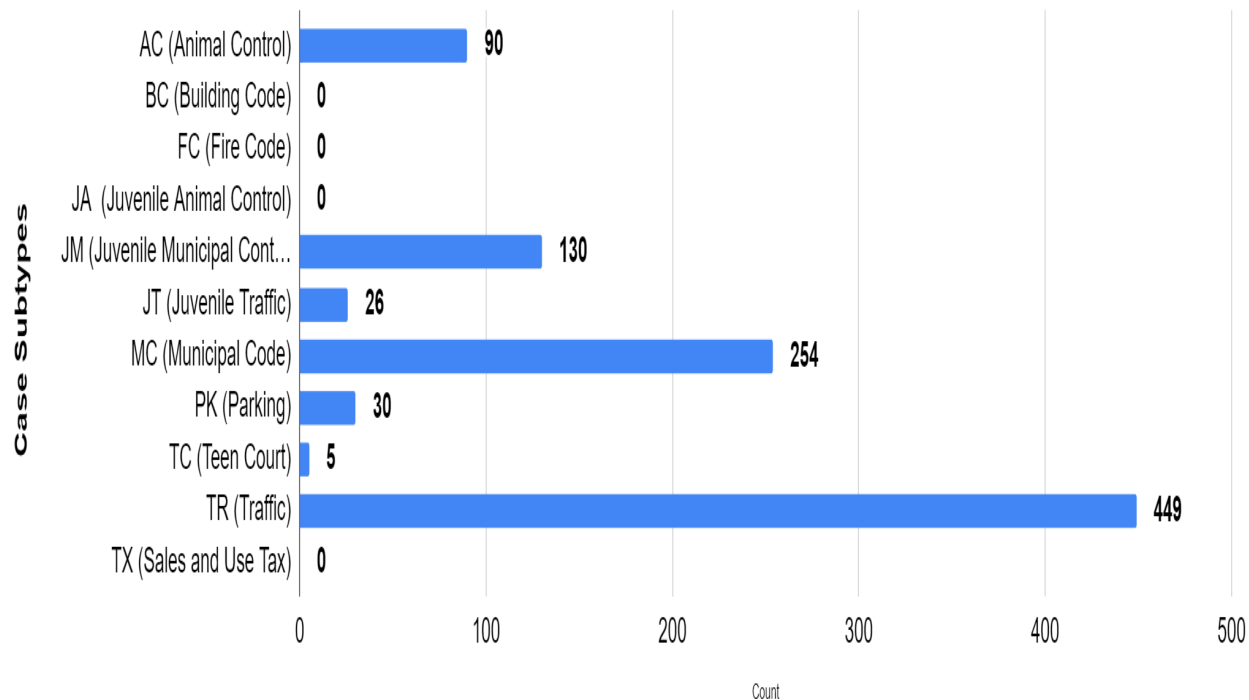
- Updating the Court's website, making it more accessible and user-friendly
- Increasing education and communication with the public regarding the role of the Municipal Court.
- Connecting offenders with community resources for Mental Health and Drug Treatment.
- Expanding participation in the Teen Court Program.
- Exploring Sentencing Alternatives for adult and juvenile offenders.
- Adding a module that will allow digital citations to be downloaded directly to FullCourt.

STATISTICS

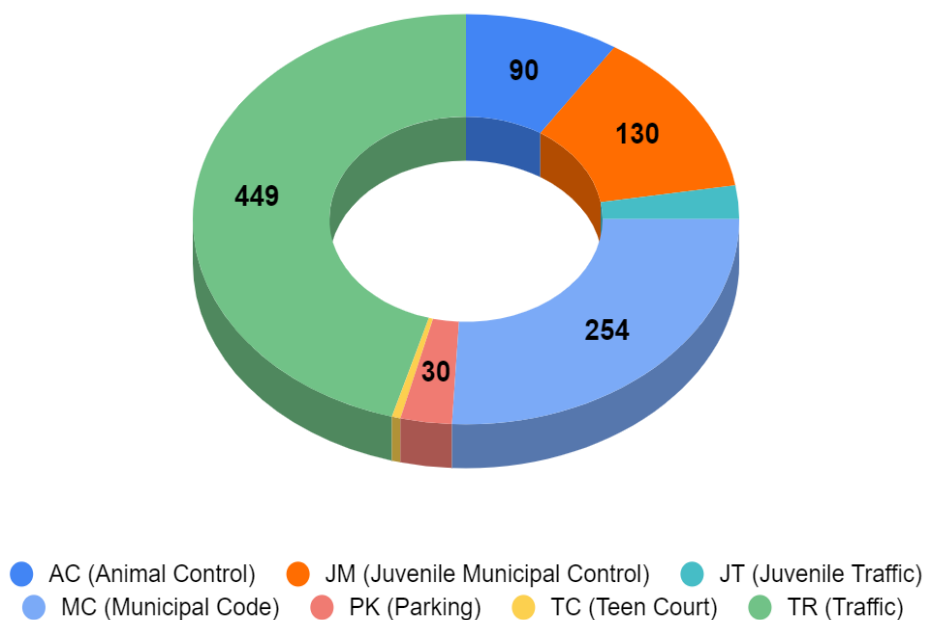
Case Filings 2020-2022



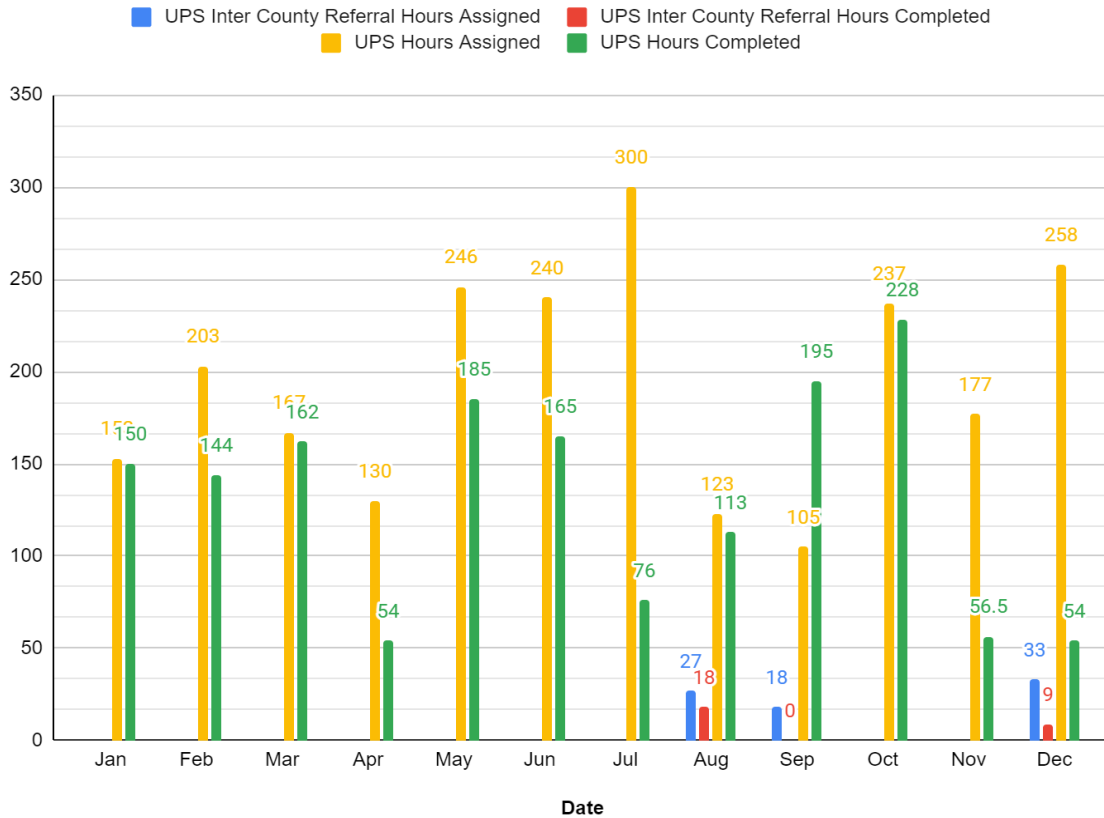
Total Case Filing 2022



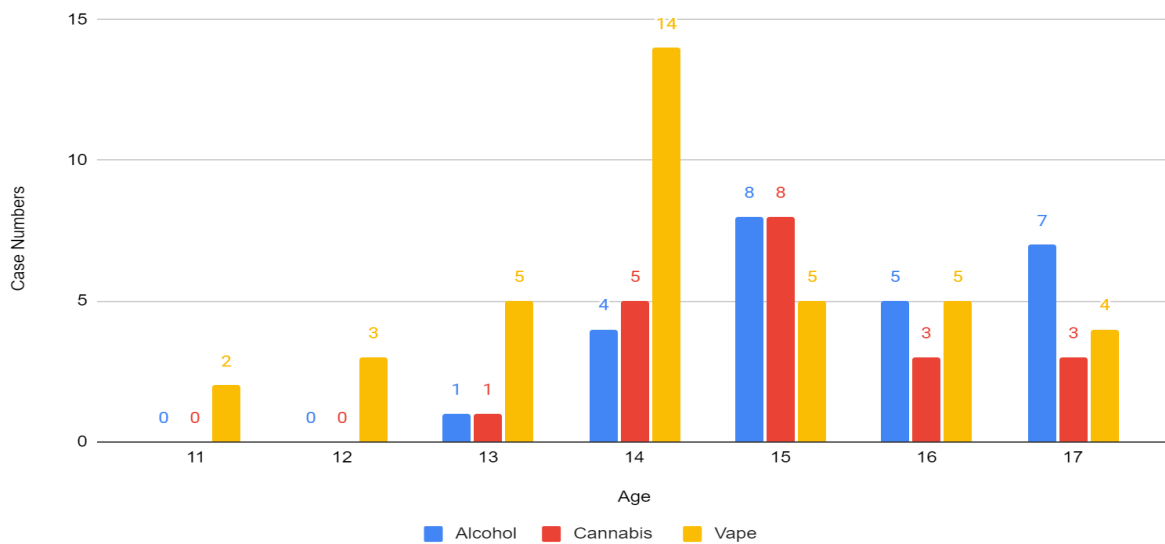
Total Case Filing 2022



Useful Public Service



Juvenile Age v. Substance



CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Nikolas Pridy, Street Division Superintendent
DATE: April 3rd, 2023
RE: Pavement Marking Contract Recommendation
CC: William Bell, Ann Morgenthaler, Shani Wittenberg, Jim Shied

Recommendation

Consider awarding Stripe a Lot LLC of Montrose, Co a professional services agreement in the amount of \$200,000.00 for the service of applying pavement markings to the streets within the City of Montrose.

Background

The City's Street Division is committed to following all rules and regulations required by the Federal Highway Administration's Uniform Traffic Control Codes. In-house operations are geared towards meeting signage, barricade, object marker, and traffic control regulations, but seek assistance in meeting all pavement and curb marking regulations. This professional service will provide traffic symbol placement as well as long line pavement painting. The contractor assists by striping all City streets that require striping at least once per year, and painting all crosswalks, stop bars, arrows, or other regulatory markings twice a year or as directed by the Street Division's Superintendent. The contractor will apply preformed thermoplastic symbols at all roundabouts or other high traffic areas such as Main Street. This product is specific to markings in high traffic areas because they last significantly longer than paint, which means lower maintenance costs and fewer interruptions for restriping. This type of application allows for work to be completed at least once every 4 years but can be applied as needed.

Stripe a Lot has been a top performer for for many years with the City of Montrose. The contractor holds many other professional references from local municipalities. Stripe a Lot has provided additional bid tabs from other municipalities as a reference. This is extremely helpful for staff when comparing provided rates to what other municipalities are paying.

The scope of work for Pavement Marking in 2023 is very similar to 2022 with the exception of two additional City owned public parking lots and a material transition to utilizing a higher performing epoxy paint for long line striping. The use of this paint will be expanded after great results from testing conducted in 2022 for areas that traffic counts are becoming higher.

The multiple products and services we require are unique, and for that reason, City Staff recommends awarding a professional services agreement to Stripe a Lot LLC of Montrose ,Co.

Financial Impact

Stripe a Lot has submitted a letter from their raw material supplier, PPG, documenting a 25-30% increase in raw materials from Q4 2022 to Q1 2023. Stripe a Lot has also submitted their rate changes for 2023 which are separated into several categories and will honor a 20% increase.

The inflationary increases were planned for during the 2023 budget process by increasing the budget request for pavement marking by 15%. The inflationary increase was more than what was anticipated but the scope of work can be adjusted to fit the available budget.

Stripe a Lot provides a rate sheet for pavement marking that contains several different marking types and quantities. The quantities estimated in the rate sheet are simply estimates for quote purposes and are not guaranteed. The contract recommended for award with Stripe a Lot will be a Not-to-Exceed contract that is billed out as work is performed. This allows for the the scope of works to be increased or decreased so we can always hit the targeted budget. The not to exceed amount is set at \$200,000.00 and was included in the 2023 Street Maintenance Budget (100-5115-353-000).

ENNIS-FLINT®



PPG Traffic Solutions
Ennis-Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
Phone: 800.331.8118
dl-ts-contracts@ppg.com
www.ennisflint.com

March 17, 2023

Stripe-A-Lot

Montrose, Co.
Attn: Dave Allison

Re: Striping material price increases

Mr. Allison,

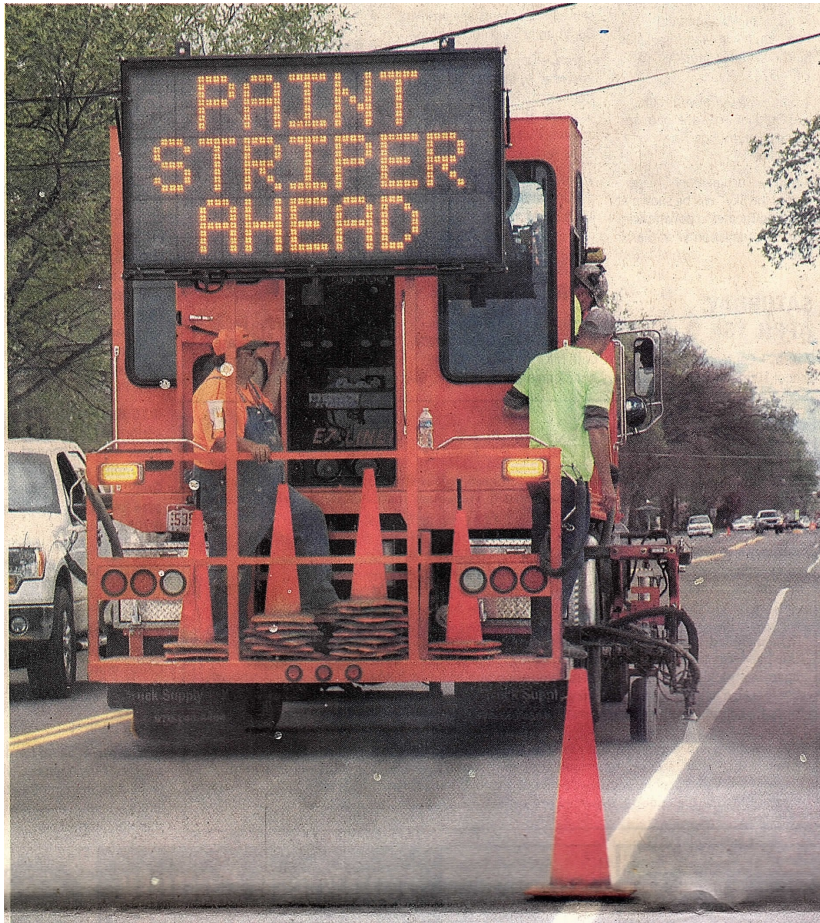
This letter confirms the inflationary costs experienced on critical raw materials, labor rates, and inbound/outbound freight to manufacture traffic paint like specified for the City of Montrose.

The largest % of raw materials is the acrylic latex resin and coloring pigment. Combined those two components make up to 78% of raw material cost for a gallon of traffic paint. Between Sept. 2021 to present, we've 3 increases on resin and 3 increases on coloring pigment totaling \$0.21/lb. for resin and \$0.22/lb. for pigment. There are 5 lbs. of resin and 1 lb. of pigment per gallon resulting in 18-20% increase during that period.

These raw material increases plus the 10% increase in labor wages and 15-18% in freight costs due to fuel increases result in 25-31% inflationary cost increase from Q4 2021 to present Q1 2023.

Respectfully,

Dane Alsabrook
Director Commercial and
Contract Administration



TERMINATION AND PARTIAL RELEASE

THIS TERMINATION AND PARTIAL RELEASE is made to be effective as of May __, 2023, by and between the CITY OF MONTROSE, COLORADO (the “City”), a home-rule municipal corporation and body politic of the State of Colorado, and Zions Bancorporation, N.A., a national banking association, as successor to ZB, N.A. (the “Lender”).

RECITALS:

A. The City previously leased the property described in Exhibit A attached hereto (“City Hall”) to the Lender pursuant to that certain City Hall Site Lease dated as of November 9, 2017 (the “City Hall Site Lease”) by and between the City, as lessor, and the Lender, as lessee; and

B. The Lender subleased City Hall back to the City pursuant to that certain City Hall Lease Purchase Agreement dated as of November 9, 2017 (the “City Hall Lease Purchase Agreement”) by and between the Lender, as lessor, and the City, as lessee; and

C. The City has entered into a contract for the sale of its fee ownership interest in the City Hall and, to enable the sale of the property and avoid the need to refinance the underlying financial obligation related to the City Hall Lease Purchase Agreement, the Lender has agreed to the substitution of a parcel including the Animal Shelter, located at 3383 N Townsend Avenue, and the Brown Center, located at 3325 N Townsend Avenue (collectively, the “Substituted Parcel”), as replacement for and release of the encumbrance of City Hall under the City Hall Lease Purchase Agreement; and

D. To complete the above-described substitution of property, the City will lease the Substituted Parcel to the Lender pursuant to the 3383/3325 Site Lease, dated on or about May __, 2023, by and between the City, as lessor, and the Lender, as lessee, and the Lender will sublease the Substituted Parcel back to the City pursuant to a First Amendment to City Hall Lease Purchase Agreement, dated on or about May __, 2023, by and between the Lender, as sublessor, and the City, as sublessee (the “First Amendment”), thereby substituting the Substituted Parcel for City Hall while maintaining the existing financial terms and provisions of the City Hall Lease Purchase Agreement; and

E. The City and the Lender desire to (i) terminate and release the City Hall Site Lease in its entirety and (ii) release City Hall from the encumbrance of the City Hall Lease Purchase Agreement (provided the underlying agreement will continue in effect with the substitution of the Substituted Parcel), all as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Lender agree as follows:

1. The City and the Lender hereby terminate and/or release, as the case may be, their respective interests in the following:

CITY HALL SITE LEASE, DATED AS OF NOVEMBER 9, 2017, BY AND BETWEEN CITY OF MONTROSE, IN MONTROSE COUNTY COLORADO, AS LESSOR, AND ZB, N.A., AS LESSEE, RECORDED NOVEMBER 9, 2017 UNDER RECEPTION NO. 891545 (MONTROSE COUNTY RECORDS).

2. The City and the Lender hereby release City Hall from the encumbrance of the following, without terminating the balance of the provisions provided in the following:

CITY HALL LEASE PURCHASE AGREEMENT, DATED AS OF NOVEMBER 9, 2017, BY AND BETWEEN ZB, N.A., AS LESSOR, AND CITY OF MONTROSE, IN MONTROSE COUNTY, COLORADO, AS LESSEE, RECORDED NOVEMBER 9, 2017 UNDER RECEPTION NO. 891546 (MONTROSE COUNTY RECORDS).

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Partial Release to be effective the day and year above first written.

CITY OF MONTROSE, COLORADO

Mayor

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Barbara Bynum as Mayor of the City of Montrose, Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

[Signature Page to Termination and Partial Release]

By _____
Authorized Officer

Notary Public

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EXHIBIT A

DESCRIPTION OF RELEASED LEASE PROPERTY – CITY HALL

Address

433 South 1st Street, Montrose, Colorado

Legal Description

Lots 18, 19, 20, 21, 22, 23 and 24, block 87, Town of Montrose now a part of the City of Montrose, County of Montrose, State of Colorado.

AFTER RECORDATION PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Thomas M. Peltz, Esq.

FIRST AMENDMENT TO
CITY HALL LEASE PURCHASE AGREEMENT

Dated as of November 9, 2017

by and between

ZIONS BANCORPORATION, N.A.,
A NATIONAL BANKING ASSOCIATION
(AS SUCCESSOR TO ZB, N.A.),
as Lessor,

and

CITY OF MONTROSE,
IN MONTROSE COUNTY, COLORADO,
as Lessee

First Amendment Dated as of May __, 2023

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EXHIBIT A DESCRIPTION OF THE LEASED PROPERTY

FIRST AMENDMENT TO CITY HALL LEASE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO CITY HALL LEASE PURCHASE AGREEMENT dated as of May __, 2023 (this “First Amendment”) amends that certain City Hall Lease Purchase Agreement dated as of November 9, 2017 (the “City Hall Lease Purchase Agreement”) between **ZIONS BANCORPORATION, N.A., A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR TO ZB, N.A.**, (the “Lender”), as lessor, and **CITY OF MONTROSE, IN MONTROSE COUNTY, COLORADO** (the “City”), a home-rule municipal corporation and body politic of the State of Colorado (the “State”), as lessee. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the City Hall Lease Purchase Agreement.

WITNESSETH:

WHEREAS, the City of Montrose, in Montrose County, Colorado, is a home-rule municipal corporation and body politic of the State; and

WHEREAS, the City Council of the City (the “City Council”) has the power, pursuant to the Charter of the City (the “City Charter”) and Section 31-15-713(1)(c), Colorado Revised Statutes, to lease any real estate owned by the City when deemed by the City Council to be in the best interests of the City; and

WHEREAS, pursuant to the City Charter and Section 31-15-101(1)(d), Colorado Revised Statutes, the City has the power to acquire, hold, lease and dispose of property, both real and personal; and

WHEREAS, in order to generate moneys to finance the costs of Financed Project, the City conveyed a long-term leasehold interest in its City Hall located at 433 South 1st Street (“City Hall”) pursuant to the City Hall Site Lease dated as of November 9, 2017 (the “City Hall Site Lease”) by and between the City, as lessor, and the Lender, as lessee, and, contemporaneously with the execution and delivery of the City Hall Site Lease, sublease City Hall back from the Lender pursuant to the City Hall Lease Purchase Agreement; and

WHEREAS, the City Council has determined it is in the best interests of the City and its inhabitants that (i) the City shall convey a long-term leasehold interest in its Animal Shelter, located at 3383 N Townsend Avenue, and the Brown Center, located at 3325 N Townsend Avenue (collectively and as more specifically described in Exhibit A attached hereto, the “Substituted Parcel”), pursuant to the 3383/3325 Site Lease dated as of the date hereof (the “3383/3325 Site Lease”) by and between the City, as lessor, and the Lender, as lessee, (ii) the Substituted Parcel shall be substituted for and replace the City Hall under the City Hall Lease Purchase Agreement pursuant to this First Amendment (as such, the Substituted Parcel shall be the Leased Property under the City Hall Lease Purchase Agreement, as amended by this First Amendment), and (iii) the City Hall Site Lease shall be terminated and the City Hall be released from the encumbrance of the City Hall Lease Purchase Agreement; and

WHEREAS, all other provisions of the City Hall Lease Purchase Agreement not amended by this First Amendment shall remain unchanged and in full effect.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDED LEASE PROVISIONS

Section 1.01. Amendment of Section 1.01. Section 1.01 of the City Hall Lease Purchase Agreement shall be amended and restated to read as follows:

Section 1.01 Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto.

City
City Council
Lender

Section 1.02. Amended and Restated Definitions. The following definitions contained in Section 1.04 of the City Hall Lease Purchase Agreement are hereby amended and restated to read as follows:

“*Lease*” means the City Hall Lease Purchase Agreement, dated as of November 9, 2017, as amended by the First Amendment.

“*Site Lease*” means, prior to the date of this First Amendment, the City Hall Site Lease, dated as of November 9, 2017, between the City, as lessor, and the Lender, as lessee, and on and after the date of this First Amendment, the 3383/3325 Site Lease, dated as of May __, 2023, between the City, as lessor, and the Lender, as lessee.

Section 1.03. Amendment of Exhibit A to the City Hall Lease Purchase Agreement. Exhibit A attached to the City Hall Lease Purchase Agreement is amended and replaced in its entirety by Exhibit A attached hereto.

ARTICLE II

REAFFIRMATION OF LEASE PROVISIONS

All terms and provisions of the City Hall Lease Purchase Agreement not otherwise amended by this First Amendment are hereby reaffirmed and remain in full force and effect.

ARTICLE III

LENDER’S CONSENT

The Lender hereby consents to the amendment of the City Hall Lease Purchase Agreement as provided in this First Amendment.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon the Lender and the City and their respective successors and assigns, subject, however, to any limitations contained in Article XIII of the Lease.

Section 4.02. Amendments, Changes and Modifications. Except as otherwise provided in the City Hall Lease Purchase Agreement, this First Amendment may not be effectively amended, changed, modified or altered without the written consent of the Lender and the City.

Section 4.03. Severability. In the event that any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04. Execution in Counterparts. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.05. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.06. Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles.

Section 4.07. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Amendment.

[Remainder of Page Left Intentionally Blank]

WITNESS the due execution hereof as of the day and the year first mentioned above.

ZIONS BANCORPORATION, N.A., a national
banking association, as successor to ZB, N.A.,
as Lessee

By: _____
Name: _____
Title: _____

CITY OF MONTROSE, COLORADO, as
Lessee

By _____
David Frank, Mayor

Attest:

By _____
Lisa DelPiccolo, City Clerk

[Signature Page to First Amendment to City Hall Lease Purchase Agreement Purchase
Agreement]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of May, 2023, by _____ as an authorized officer of Zions Bancorporation, N.A., a national banking association.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

 This instrument was acknowledged before me this ____ day of May, 2023, David Frank,
as Mayor of the City of Montrose, Colorado, and by Lisa DelPiccolo, as City Clerk of the City of
Montrose, Colorado.

 Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

I. Legal Description (Animal Center and Brown Center)

All that part of the SE1/4NE1/4 of Section 18, Township 49 North, Range 9 West, New Mexico Principal Meridian, lying southwest of the Denver and Rio Grande Western Railroad Right of Way, County of Montrose, State of Colorado.

II. Animal Shelter

Address

3383 N Townsend Avenue, Montrose, Colorado

Facilities

One component of the facilities leased under this Site Lease and the Lease Purchase Agreement consists of the City's Animal Shelter, which is a 7,831 square-foot masonry building constructed in 1988. [additional description]

III. Brown Center

Address

3325 N Townsend Avenue, Montrose, Colorado

Facilities

The second component of the facilities leased under this Site Lease and the Lease Purchase Agreement consists of the Brown Center, which is [to be inserted].

AFTER RECORDATION PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Thomas M. Peltz, Esq.

3383/3325 SITE LEASE

between

CITY OF MONTROSE
IN MONTROSE COUNTY, COLORADO
as Lessor,

and

ZIONS BANCORPORATION, N.A.,
A NATIONAL BANKING ASSOCIATION
as Lessee

Dated as of May __, 2023

THIS 3382/3325 SITE LEASE dated as of May __, 2023 (this “Site Lease”), between **CITY OF MONTROSE**, in Montrose County, Colorado, as lessor (the “City”), a home-rule municipal corporation and body politic of the State of Colorado (the “State”), and **ZIONS BANCORPORATION, N.A.**, a national banking association (as successor to ZB, N.A.), as lessee (together with its successors and assigns, the “Lender”).

WITNESSETH:

WHEREAS, the City Council of the City (the “City Council”) has the power, pursuant to the Charter of the City (the “City Charter”) and Section 31-15-713(1)(c), Colorado Revised Statutes, to lease any real estate owned by the City when deemed by the City Council to be in the best interests of the City; and

WHEREAS, pursuant to the City Charter and Section 31-15-101(1)(d), Colorado Revised Statutes, the City has the power to acquire, hold, lease and dispose of property, both real and personal; and

WHEREAS, in order to generate moneys in 2017 to finance the costs of street improvements the City conveyed a long-term leasehold interest in its City Hall located at 433 South 1st Street (the “City Hall”) pursuant to the City Hall Site Lease, dated as of November 9, 2017 (the “City Hall Site Lease”) by and between the City, as lessor, and the Lender, as lessee, and, contemporaneously with the execution and delivery of the City Hall Site Lease, subleased the City Hall back from the Lender pursuant to that certain City Hall Lease Purchase Agreement dated as of November 9, 2017 (the “City Hall Lease Purchase Agreement”) between the Lender, as sublessor, and the City, as sublessee; and

WHEREAS, the City Council has determined it is in the best interests of the City and its inhabitants that (i) the City shall convey a long-term leasehold interest a parcel including its Animal Shelter, located at 3383 N Townsend Avenue, and the Brown Center, located at 3325 N Townsend Avenue (collectively, as more specifically described in Exhibit A attached hereto, the “Substituted Parcel”) pursuant to this Site Lease, (ii) the Substituted Parcel shall be substituted for and replace the City Hall under the City Hall Lease Purchase Agreement pursuant to a First Amendment to City Hall Lease Purchase Agreement, dated as of May __, 2023 (the “First Amendment”) between the Lender, as sublessor, and the City, as sublessee (the City Hall Lease Purchase Agreement, as amended by the First Amendment, is hereafter referred to as the “Lease Purchase Agreement”), and (iii) the City Hall Site Lease shall be terminated and the City Hall be released from the encumbrance of the Lease Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement.

Section 2. Site Lease and Terms. The City hereby leases to the Lender and the Lender hereby leases from the City, on the terms and conditions hereinafter set forth, the Substituted Parcel, which consists of the real property (including all improvements thereon, whether existing now or hereafter) described in Exhibit A attached hereto and made a part hereof, subject to

permitted encumbrances as described in the Lease Purchase Agreement, and such lease to the Lender is hereby deemed to be in the best interests of the City and its inhabitants.

The term of this Site Lease shall commence on the date hereof and shall end on December 31, 2037 (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, all legal interests of the Lender in the Substituted Parcel have been conveyed to the City pursuant to the Lease Purchase Agreement as a result of the City's payment of (i) the related Purchase Option Price thereunder or (ii) all Base Rentals and Additional Rentals as provided in Section 12.02 of the City Hall Lease Purchase Agreement, then the term of this Site Lease shall end immediately thereafter.

Section 3. Rent and Payment. The Lender previously paid to the City and the City previously acknowledged receipt from the Lender as and for rental of the City Hall Site Lease and hereunder, paid in advance, the sum of \$2,980,504.08, as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, to have and to hold for the term of this Site Lease as provided herein. The City previously determined and hereby determines that such amount was and is reasonable consideration for the leasing of the Substituted Parcel to the Lender for the term of this Site Lease.

Section 4. Purpose. The Lender shall use the Substituted Parcel for the purpose of subletting the same to the City pursuant to the Lease Purchase Agreement; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease Purchase Agreement, the City shall vacate the Substituted Parcel as provided in the Lease Purchase Agreement, the Lender may exercise the remedies provided in the Lease Purchase Agreement and the Lender may use or sublet the Substituted Parcel for any lawful purposes.

Section 5. Owner in Fee. The City covenants and represents that it is the owner in fee of the Substituted Parcel, subject only to permitted encumbrances set forth in Exhibit B hereto, and the permitted encumbrances do not and shall not interfere in any material way with the Substituted Parcel.

Section 6. Assignments and Subleases. The Lender may assign its rights under this Site Lease, in whole but not in part, without the written consent of the City. Such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lender; or (ii) banks, insurance companies or other financial institutions or their affiliates, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Lender has delivered to the City written notice thereof that discloses the name and address of the assignee, so long as such assignment is in accordance with Colorado state law. The City will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right the City may have against the Lender.

In the event that (a) the Lease Purchase Agreement is terminated for any reason; and (b) this Site Lease is not terminated, the Lender may sublease the Substituted Parcel or any portion thereof, or sell an assignment of its interest in this Site Lease. Except as provided in this Site Lease or in the Lease Purchase Agreement, neither the City nor the Lender will sell, mortgage or encumber the Substituted Parcel or any portion thereof during the term of this Site Lease.

Section 7. Right of Entry. The City reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease Purchase Agreement, for any of its duly authorized representatives to enter upon the Substituted Parcel at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 8. Termination. The Lender agrees, upon the termination of this Site Lease, to quit and surrender the Substituted Parcel and any improvements and structures built on the Substituted Parcel, to the City, and agrees that any fixtures, permanent improvements and structures existing upon the Substituted Parcel, including any improvements and structures built on the Substituted Parcel, at the time of the termination of this Site Lease shall remain thereon and all legal interests of the Lender thereto shall vest in the City. The Lender and any sublessee or assignee shall execute and deliver, upon request by the City, any instrument of transfer, conveyance or release necessary or appropriate to confirm the vesting of such legal interests in the City.

Section 9. Default. In the event the Lender shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Lender, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Purchase Agreement shall be deemed to occur as a result thereof.

Section 10. Quiet Enjoyment and Acknowledgment of Lender's Interest. The Lender at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Substituted Parcel and any improvements and structures built on the Substituted Parcel, subject to the provisions of the Lease Purchase Agreement, and the City hereby acknowledges that the Lender shall have a leasehold interest in the land comprising the Substituted Parcel and in all fixtures, improvements and structures on the Substituted Parcel, subject to the Lease Purchase Agreement.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Lender are solely liabilities of the Lender, and the City hereby releases each and every director, member, officer, employee and agent of the Lender of and from any personal or individual liability under this Site Lease. No employee or agent of the Lender shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Lender hereunder.

Section 12. Taxes; Maintenance; Insurance. During the Lease Term of the Lease Purchase Agreement and in accordance with the provisions of the Lease Purchase Agreement, the City covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Substituted Parcel and any improvements thereon, and all maintenance costs and utility charges in connection with the Substituted Parcel and any improvements thereon. In the event that the Lease Purchase Agreement is terminated for any reason and this Site Lease is not terminated, the Lender or any sublessee or assignee of the Substituted Parcel shall pay or cause to be paid when due all taxes and assessments imposed thereon and maintain the Substituted Parcel in good condition. Any such

payments that are to be made by the Lender are required to be made solely from the proceeds of any such subleasing or assignment of the Substituted Parcel.

The provisions of the Lease Purchase Agreement shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease Purchase Agreement.

Section 13. Damage, Destruction or Condemnation. The provisions of the Lease Purchase Agreement shall govern with respect to any damage, destruction or condemnation of the Substituted Parcel or any improvements and structures built on the Substituted Parcel during the Lease Term of the Lease Purchase Agreement. In the event that (a) the Lease Purchase Agreement is terminated for any reason, (b) this Site Lease is not terminated and either (i) the Substituted Parcel or any portion thereof are damaged or destroyed, in whole or in part, by fire or other casualty, or (ii) title to or use of the Substituted Parcel or any part thereof shall be taken under the exercise of the power of eminent domain, the City and the Lender, or any sublessee, purchaser or assignee of the Substituted Parcel from the Lender shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Articles 9 and 10 of the City Hall Lease Purchase Agreement.

Section 14. Warranty and Indemnity Regarding Environmental Matters. The City hereby warrants and represents that (i) there has not been any “release” (as defined in 42 U.S.C. § 9601(22)) or threat of a “release” of any “hazardous substances” (as defined in 42 U.S.C. § 9601(14)) on or about any of the Substituted Parcel; (ii) no part of the Substituted Parcel is or may be a “facility” (within the meaning of 42 U.S.C. § 9607(a)); and (iii) the Substituted Parcel and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

The City agrees to provide the Lender with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of the City to any federal, state or local agencies or authorities or which are received by the City from any federal, state or local agencies or authorities with respect to the Substituted Parcel. Such copies will be sent to the Lender concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by the City.

The City agrees to provide the Lender with copies of all emergency and hazardous chemical inventory forms (hereinafter “Notices”) with respect to the Substituted Parcel previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide the Lender with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices will be sent to the Lender concurrently with their being mailed to any such governmental authority or agency.

The City hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless the Lender from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Substituted Parcel or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Substituted Parcel regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of the City or any third party or otherwise; or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Substituted Parcel or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Substituted Parcel, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of the City or any third party or otherwise. Notwithstanding the foregoing, the City will not be obligated to indemnify and hold harmless the Lender from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of the Lender.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. No Merger. The City and the Lender intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease Purchase Agreement by the Lender and the City nor the exercise of any remedies under this Site Lease or the Lease Purchase Agreement shall operate to terminate or extinguish this Site Lease or the Lease Purchase Agreement, except as specifically provided herein and therein.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the City Hall Lease Purchase Agreement, or to such other addresses as the respective parties may from time to time designate in writing.

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 19. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

Section 20. Governing Law. This Site Lease shall be governed by and construed in accordance with the law of the State of Colorado.

Section 21. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature Page of Site Lease Follows]

IN WITNESS WHEREOF, the City and the Lender have caused this Site Lease to be executed by their respective officers thereunto duly authorized, and the City has affixed its official seal hereto all as of the day and year first above written.

CITY OF MONTROSE, Colorado, as Lessor

By _____
David Frank, Mayor

Attest:

By _____
Lisa DelPiccolo, City Clerk

ZIONS BANCORPORATION, N.A., a national
banking corporation, as successor to ZB, N.A.,
as Lessee

By: _____
Name: _____
Title: _____

[Signature Page to Site Lease]

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

This instrument was acknowledged before me this ____ day of May, 2023, David Frank, as Mayor of the City of Montrose, Colorado, and by Lisa DelPiccolo, as City Clerk of the City of Montrose, Colorado.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

STATE OF COLORADO)
) ss.
CTIY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of May, 2023, by _____ as an authorized officer of Zions Bancorporation, N.A., a national banking corporation.

WITNESS my hand and official seal.

Notary Public

[SEAL]

EXHIBIT A

DESCRIPTION OF SUBSTITUTED PARCEL

I. Legal Description (Animal Center and Brown Center)

All that part of the SE1/4NE1/4 of Section 18, Township 49 North, Range 9 West, New Mexico Principal Meridian, lying southwest of the Denver and Rio Grande Western Railroad Right of Way, County of Montrose, State of Colorado.

II. Animal Shelter

Address

3383 N Townsend Avenue, Montrose, Colorado

Facilities

One component of the facilities leased under this Site Lease and the Lease Purchase Agreement consists of the City's Animal Shelter, which is a 7,831 square-foot masonry building constructed in 1988. *[additional description]*

III. Brown Center

Address

3325 N Townsend Avenue, Montrose, Colorado

Facilities

The second component of the facilities leased under this Site Lease and the Lease Purchase Agreement consists of the Brown Center, which is [to be inserted].

EXHIBIT B

PERMITTED ENCUMBRANCES

Permitted Encumbrances means the following: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of Article VII and Article IX of the City Hall Lease Purchase Agreement; (b) this 3382/3325 Site Lease; (c) utility, access and other easements and rights of way, restrictions and exceptions which an Authorized Officer of the City certifies will not interfere with or impair the Substituted Parcel (as such term is amended by the First Amendment), including rights or privileges in the nature of easements as provided in Section 9.07 of the Lease Purchase Agreement; (d) any financing statements filed to perfect security interests pursuant to this 3383/3325 Site Lease; (e) any encumbrance represented by financing statements in forms appropriate to perfect purchase money security interests given by the Lender in any of the Substituted Parcel; (f) existing easements, covenants, restrictions, liens and encumbrances (if any) to which title to the Substituted Parcel was subject when a leasehold interest therein was conveyed to the Lender pursuant to this 3383/3325 Site Lease or otherwise, and which do not interfere in any material way with the Substituted Parcel; and (g) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Substituted Parcel and as do not render the title unmarketable.

ORDINANCE NO. 2620

AN ORDINANCE OF THE CITY OF MONTROSE AUTHORIZING THE SUBSTITUTION OF OTHER CITY PROPERTY FOR THE CITY HALL BUILDING UNDER A 2017 LEASE-PURCHASE FINANCING; AND AUTHORIZING AND APPROVING DOCUMENTATION RELATED THERETO

WHEREAS, Ordinance No. 2437 (the “2017 Ordinance”) of the City of Montrose (the “City”) authorized a financing for various capital improvements through the City’s conveyance of a long-term leasehold interest in the City Hall building, located at 433 South 1st Street in the City (the “City Hall”), pursuant to the City Hall Site Lease dated as of November 9, 2017 (the “City Hall Site Lease”) by and between the City, as lessor, and Zions Bancorporation, N.A., as successor to ZB, N.A. (the “Lender”), as lessee, and contemporaneously subleasing the City Hall back from the Lender pursuant to the City Hall Lease Purchase Agreement dated as of November 9, 2017 (the “City Hall Lease Purchase Agreement”) between the Lender, as sublessor, and the City, as sublessee; and

WHEREAS, the City has entered into a contract for the sale of its fee ownership interest in the City Hall and, to enable the sale of the property and avoid the need to refinance the underlying financial obligation related to the City Hall Lease Purchase Agreement, the Lender has agreed to the substitution of a parcel including the Animal Shelter, located at 3383 N Townsend Avenue and the Brown Center, located at 3325 N Townsend Avenue (collectively, the “Substituted Parcel”) as replacement for and release of the encumbrance of City Hall under the City Hall Lease Purchase Agreement; and

WHEREAS, it is in the best interests of the City and its inhabitants that (i) City shall convey a long-term leasehold interest in the Substituted Parcel to the Lender pursuant to the 3383/3325 Site Lease (the “3383/3325 Site Lease”) by and between the City, as lessor, and the Lender, as lessee, reflecting the same material terms and provisions as the City Hall Site Lease, (ii) the Substituted Parcel be substituted for and replace the City Hall under the City Hall Lease Purchase Agreement pursuant to a First Amendment to City Hall Lease Purchase Agreement between the Lender, as sublessor, and the City, as sublessee (the “First Amendment”) to maintain the existing financial terms and provisions established in 2017 for the financing of street improvements, and (iii) the City Hall Site Lease be terminated and the City Hall be released from the encumbrance of the City Hall Lease Purchase Agreement; and

WHEREAS, there have been presented to the administrative staff of the City and its advisors, and made available to the Montrose City Council (the “City Council”), copies of the 3383/3325 Site Lease and the First Amendment; and

WHEREAS, the City Council desires to authorize and otherwise proceed with the substitution described herein;

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

Section 1. Authorization of Substitution. The City Council hereby approves the long-term lease of the Substituted Parcel to the Lender in accordance with the 3383/3325 Site Lease and the lease-back of the Substituted Parcel from the Lender to the City pursuant to the City Hall Lease Purchase Agreement, as amended by the First Amendment. The 3383/3325 Site Lease and the First Amendment, in substantially the forms and with substantially the content presented to the City Council, are in all respects approved, authorized and confirmed, and the Mayor, or in the Mayor's absence the Mayor Pro-Tem, is authorized and directed to execute the 3383/3325 Site Lease and the First Amendment in substantially the forms and with substantially the same content as the forms thereof presented to the City Council, for and on behalf of the City, but with such changes therein as the Mayor, or in the Mayor's absence the Mayor Pro-Tem, may deem necessary or appropriate upon the advice of the City Attorney, as evidenced by the execution thereof.

Section 2. Execution of Miscellaneous Documents. The City Clerk or, in the absence thereof, the Deputy City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City Council or the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the 3383/3325 Site Lease and the First Amendment and all other additional certificates, documents and other papers (including all documentation necessary to complete the termination and release of the City Hall Site Lease and the release of the encumbrance of the City Hall under the City Hall Lease Purchase Agreement) associated with the actions and other matters authorized by this Ordinance. The Mayor, the Mayor Pro-Tem and other officials, employees and agents of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the actions and other matters authorized or contemplated by this Ordinance.

Section 3. Reaffirmation of Declarations, Findings, Representations Covenants and Warranties. The declarations and findings of the City provided in Section 6 of the 2017 Ordinance are hereby reaffirmed with the execution of the First Amendment. Except as expressly provided, modified or amended in the First Amendment, the terms and provisions of the City Hall Lease Purchase Agreement shall remain unchanged and in full force and effect and are hereby affirmed, confirmed and ratified in all respects. Without limiting the foregoing, the representations, covenants and warranties of the City set forth in Section 2.01 of the City Hall Lease Purchase Agreement, as amended by the First Amendment, are hereby reaffirmed.

Section 4. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the completing the substitution of property for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 5. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 6. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any

other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 7. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 8. Publication and Effective Date. Pursuant to the home-rule charter of the City, this Ordinance shall be published in full following first reading and a public hearing shall be set not earlier than seven (7) days after publication. This Ordinance shall take effect and be in force five (5) days after publication following final passage. If this Ordinance is published by title, the publication shall include a summary of the subject matter hereof and a notice to the public that copies of the full text are available at the office of the City Clerk.

INTRODUCED, READ AND PASSED on first reading, this 4th day of April, 2023.

CITY OF MONTROSE, COLORADO

David Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

You will please take notice that the City Council of the City of Montrose, Colorado will hold a hearing upon the above Ordinance and on the question of its adoption on second reading on Tuesday, the 18th day of April, 2023, at the hour of 6:00 p.m. in the City Council Chambers located in the Elks Civic Building, 107 S. Cascade Avenue, in Montrose, Colorado

INTRODUCED, READ AND ADOPTED on second reading this 18th day of April, 2023.

CITY OF MONTROSE, COLORADO

Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: March 22, 2023
RE: South 3rd Plaza Construction Contract Award
CC: William Bell, Shani Wittenberg

Action

Consider the approval of \$699,527.58 in expenditures for construction of the South 3rd Plaza Project. This includes the award of a construction contract to Skip Huston Construction in the amount of \$659,527.58 and a survey/engineering support contract to Del-Mont Consultants in the amount of \$40,000.

Background and Initial Project Plan

The City of Montrose and Colorado Mesa University (CMU) have collectively been working over the years to expand the CMU campus and improve the campus experience within downtown Montrose. As a continuation of this effort, CMU is currently working on a remodel of Cascade Hall (336 South 3rd Street) and the City of Montrose has been planning to perform street and sidewalk maintenance/improvements on South 3rd Street. These overlapping projects have created an opportunity to collectively improve South 3rd Street to meet the long-term needs of both entities. To that end, this joint City/CMU project will convert a portion of South 3rd Street into a parking lot with an extension of the existing CMU plaza (see Figure 1).

An excerpt from the original project plans is included as an attachment to this memo with each of the main project elements summarized below:

1. **Partial Closure and Vacation of South 3rd.** The project would extend the existing plaza alongside the library to include the area in front of Cascade Hall. See discussion regarding right of way vacation below.
2. **Pedestrian Plaza.** The pedestrian plaza's long range plan includes gathering/seating areas, new landscaping and irrigation, lighted seatwalls, a bike rack, new lighting, benches, picnic tables/chairs, and a flagpole to be used by the summer police academy. Due to budget constraints, some of these elements will be constructed at a later date as discussed below.
3. **Conversion of South 3rd and CMU Parcel to Parking Lots.** The remaining area of South 3rd Street and the vacant lot owned by CMU west of Cascade Hall are planned to be converted to public parking lots. Even when accounting for parking losses along the northern side of Cascade Hall, this will result in a net increase of eight parking spaces over what is currently available within the project area.

Project Bidding and Expenditures

Construction of the South 3rd Plaza Project was put out for bid on February 3rd and one bid was publicly received on March 8, 2023 as summarized in Table 1 below. The bid total presented includes a 10 percent contingency.

TABLE 1 Summary of Bid Results		
Contractor	Location	Bid Total
Skip Huston Construction	Montrose, CO	\$1,103,153.54

The City has recent positive experience working with the low bidder, Skip Huston Construction, and considers them qualified to perform the work. Although the City only received one bid, the unit rates presented in the bid are reasonable and in line with costs experienced recently on similar City projects.

In addition to the construction work, the anticipated cost of engineering support and survey stakeout is \$40,000 based on proposals provided by the project designer, Del-Mont Consultants.

Budget, Scope Reduction, and Contract Award Recommendation

The initial budget for this project was \$700k which included \$500k out of the City's capital improvement fund and \$200k from CMU. This places the initial project approximately \$440k over the budget.

In response to this overage, the City and CMU worked to modify the scope of work by removing some elements from the project. It should be noted that all of these elements can be added back into the project relatively easily at a later date as funds allow. Casing pipes will also be included beneath all concrete work in order to allow all future work to be performed without having to remove anything constructed with the current project.

Elements to be Removed from this Contract

- Brick seatwalls and lighting
- Table, chair, and umbrella assemblies
- Irrigation water service
- Irrigation piping, controls, and service taps
- Landscaping improvements (to be substituted with crusher fines for now)
- Plaza lighting (relies on adjacent lighting for now)
- Replacement of existing red banner arm lights on 3rd

Elements that Remain in the Contract

- Parking lot lighting
- Trash receptacles
- Benches
- Bike rack
- Electrical circuit and conduits for future use
- Flagpole with solar lighting kit
- All plaza concrete

Based on negotiated costs for this updated scope of work, it is recommended that a construction contract in the amount of \$659,527.58 be awarded to Skip Huston Construction and an engineering/surveying support contract in the amount of \$40,000 be awarded to Del-Mont Consultants.

Project Schedule and Traffic Control

In anticipation of the plaza project, the City's water department is currently working to replace an aged waterline along the northern side of South 3rd Street. Once this work is complete, the contractor will then start on construction of the plaza and parking lot project. The bulk of construction is scheduled to be completed and open for use by mid-August before CMU's fall semester. Some longer lead items (such as the installation of furnishings and lighting) are scheduled to be complete by the end of October.

The project area will be closed to through traffic throughout the construction project. Access to local residences and businesses will be maintained at all times throughout construction.

Contract Administration

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

ROW Vacation and Ownership of Improvements

Similar to a partial right of way vacation of Cascade Avenue that occurred for the existing CMU plaza in 2014, the City intends to vacate portions of the South 3rd right of way within the proposed plaza area. The City would retain a utility easement and would also retain the non-plaza portions of the South 3rd Street right of way. Documents associated with the right of way vacation ordinance are included with the council packet materials.

As is typical of right of way vacations, the property reverts back 50/50 to the adjoining property owners. In this instance, half would go to the Montrose Regional Library and half to CMU as the owners of Cascade Hall. It is our understanding that, following vacation, the library intends to then deed their half back to CMU.

As the landowner, CMU would maintain the expanded plaza area and the parking lot immediately west of Cascade Hall. The City would maintain the remaining South 3rd rights of way/parking areas.

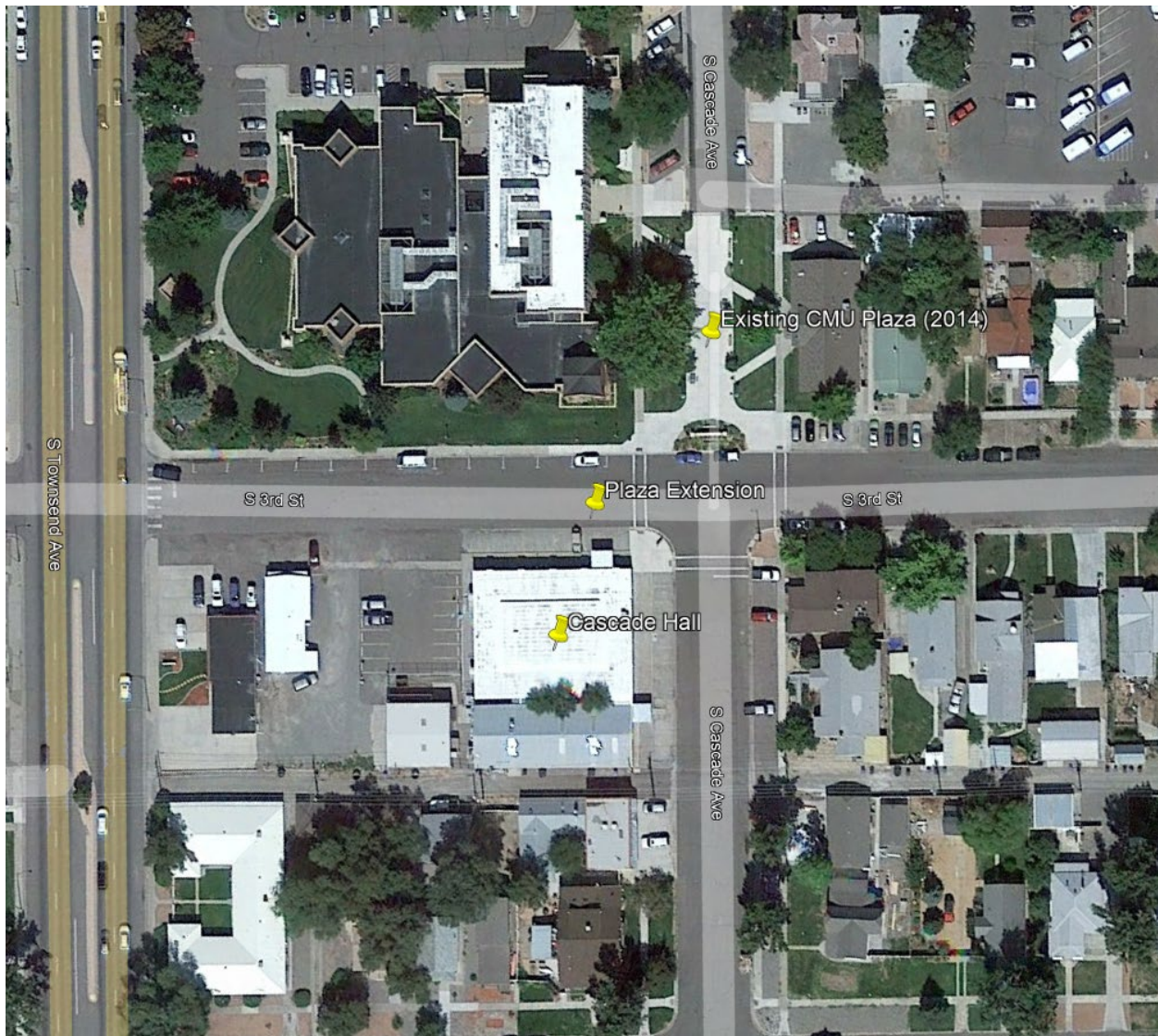


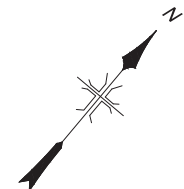
Figure 1: Project Location Map

	EXISTING INDEX CONTOUR
	EXISTING INTERMEDIATE CONTOUR
	EXISTING PROPERTY LINE
	EXISTING GAS LINE
	EXISTING COMMON UTILITY LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	EXISTING WATER METER
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING IRRIGATION VALVE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING LIGHT POLE

Diagram illustrating the proposed road layout and features:

- 5800
- 5796
- PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED CATCH CURB & GUTTER
- PROPOSED SPILL CURB & GUTTER
- PROPOSED TRANSITION CURB & GUTTER
- PROPOSED WATER LINE
- PROPOSED ROOF DRAIN
- PROPOSED WATER VALVE
- PROPOSED THRUST BLOCK
- PROPOSED DRAINAGE FLOWLINE
- PROPOSED CONCRETE
- PROPOSED ASPHALT DRIVE AISLE/ PARKING AREA

1. SIGN R7-8 "RESERVED PARKING" TO BE MOUNTED 84" FROM TOP OF SIDEWALK TO BOTTOM OF SIGN.
2. SIGN R7-A "VAN ACCESSIBLE" TO BE MOUNTED 12" BELOW SIGN R7-8, BOTTOM OF SIGN TO BOTTOM OF SIGN
3. ALLEY WORK SHOWN IS BEING BID AS A BID ALTERNATE SHOULD BUDGET ALLOW, DEPENDING ON COSTS, CITY AND CMU MAY REPLACE SIDEWALK,V-PAN & PARKING AREA ALONG EASTERN SIDE OF CASCADE HALL. BID FORM FOR THIS ALTERNATE WORK IS INCLUDED WITH BID DOCUMENTS. IF AWARDED, DETAILED PLANS WILL BE PROVIDED



1" = 20'



FOR BIDDING PURPOSES ONLY
NOT APPROVED FOR CONSTRUCTION

[illegible]

		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING		DWS	
		1250 Grand Ave. • Suite 100 • St. Louis, MO 63103 Tel: 314.241.2474 • Fax: 314.241.2475 www.delmont.com • info@delmont.com		2023-02-01	
GE INQUIRED BY	SCALE	BA/J	SHEET NO.	DATE ISSUED	2023-02-01
DRAWN BY	FILE NAME	2023-02-01	2023-02-01	2023-02-01	2023-02-01

CITY OF MONTROSE
SOUTH 3RD PLAZA
MONTROSE, CO

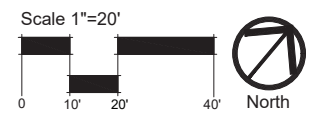
HORIZONTAL PLAN

DMC JOB NO.: 22004

SHEET NO.: 5

OF 15 SHEETS

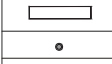
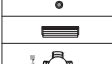
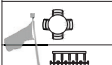
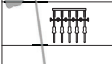
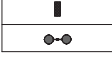
LANDSCAPE SITE PLAN:



GENERAL NOTES & SOIL PREP NOTES:

1. REFER TO THE CMU STANDARD SPECIFICATIONS, AND THE LANDSCAPE AND IRRIGATION SPECIFICATIONS FOR ALL WORK RELATED TO THIS PROJECT.
2. SEE THE LANDSCAPE NOTES (SHEET L-2), AND SPECS FOR REQUIRED SOIL PREP FOR ALL SHRUB BEDS & SOD AREAS INCLUDING REMOVAL OF ALL UNSATISFACTORY MATERIAL AND REPLACEMENT WITH AMENDED 60/40 TOPSOIL.
3. CONTRACTOR TO SUPPLY AND INSTALL NEW WATER TAP AND METER ASSEMBLY (TAP, SERVICE LINE, STOP VALVES, METER PIT, AND YOKE). CITY TO PAY CAPACITY AND HOOKUP FEES.

LANDSCAPE SITE LEGEND:

REFERENCE □ NOTES □ SCHEDULE			
SYMBOL	DESCRIPTION	QTY	
	1 6 FT. X 6 FT. DIAGONAL GRID PAVING PATTERN. TOOLED CONTROL JOINTS TO MATCH EXISTING PLAZA NORTHEAST OF SITE. SEE CIVIL PLANS.	SEE CIVIL DWGS.	
SYMBOL	DESCRIPTION	QTY	
	2 3/8" MINUS TAN GRANITE STONE MULCH, 3" DEEP (NO LANDSCAPE FABRIC). SEE EXAMPLE PHOTO THIS SHEET.	2,853 SF	
	3 6"X6" FLAT TOP POUR-IN-PLACE CONCRETE EDGER. SEE THE DETAIL ON SHEET L-3.	62 LF	
SYMBOL	DESCRIPTION	QTY	
	4 2' T X 2' W X 4' L TAN SANDSTONE LANDSCAPE BOULDER. RECTILINEAR SHAPE. SEE THE DETAIL ON SHEET L-3.	5	
	5 12 FT. LONG, 18" HIGH BRICK VENEER SEATWALL. SEE THE DETAILS ON SHEET L-4.	5	
	6 TRASH RECEPTACLE. SEE THE DETAIL ON SHEET L-4.	4	
	7 STEEL BENCH. SEE THE DETAIL ON SHEET L-4.	4	
	8 TABLE, CHAIRS, & UMBRELLA ALL IN ONE. SEE THE DETAIL ON SHEET L-4.	6	
	9 RIBBON BICYCLE RACK. IN-GROUND MOUNT INSTALLATION PER MFG RECOMMENDATIONS. SEE THE DETAIL ON SHEET L-4.	1	
	10 30 FT. TALL FLAGPOLE. EDER FLAG MFG, MODEL #ECL30-IH, INSTALL PER THE MFG RECOMMENDATIONS IN A CONCRETE FOOTER. SEE THE DETAIL ON SHEET L-4.	1	
	11 RESET EXISTING "CASCADE HALL" MONUMENT SIGN. INSTALL EACH POST IN 12" DIAMETER X 2 FT. DEEP CONCRETE FOOTING.	1	
	12 1.5" DEDICATED WATER METER FOR IRRIGATION. SEE THE CIVIL DRAWINGS AND IRRIGATION PLANS. METER OFF THE WATER LINE LOCATED IN SO. 3RD STREET. SEE GENERAL NOTE 3 ON THIS SHEET.	1	
	13 IRRIGATION BACKFLOW ASSEMBLY AND LOCKABLE CAGE. SEE THE IRRIGATION PLANS.	1	
	14 PROPOSED LIGHT STANDARDS. SEE THE LIGHTING PLAN.	SEE LIGHTING	

S. TOWNSEND AVENUE

S. 3RD ST.

CASCADE HALL

S. 3RD ST.

CASCADE AVENUE

ALLEY ACCESS



3/8" MINUS TAN GRANITE:
STONE MULCH SHALL BE 3/8" MINUS TAN GRANITE AS IS AVAILABLE FROM MOORE'S PIT IN GATEWAY. www.moresmining.com. NO LANDSCAPE FABRIC WILL BE USED. SHRUB BEDS SHALL HAVE IMPORT AMENDED TOPSOIL, AND SHALL HAVE 3" DEEP OF SPECIFIED STONE MULCH PLACED ON TOP THROUGHOUT.

A
L-1

STONE MULCH EXAMPLE PHOTO

NOT TO SCALE

REVISIONS	BY

Julee Wolverton,
Landscape Architect



61945 Nighthawk Road
Montrose, CO 81403
office: 970.249.9392
mobile: 970.417.1779
julee@juleewolverton.com

CMU Montrose Campus - So. 3rd Street Plaza
Landscape Plans
Montrose, Colorado

DATE
02/01/23

SHEET TITLE
LANDSCAPE
SITE PLAN

SHEET No.
L-1

Page 40 of 60

LANDSCAPE PLANTING PLAN:

Scale 1"=20'

0

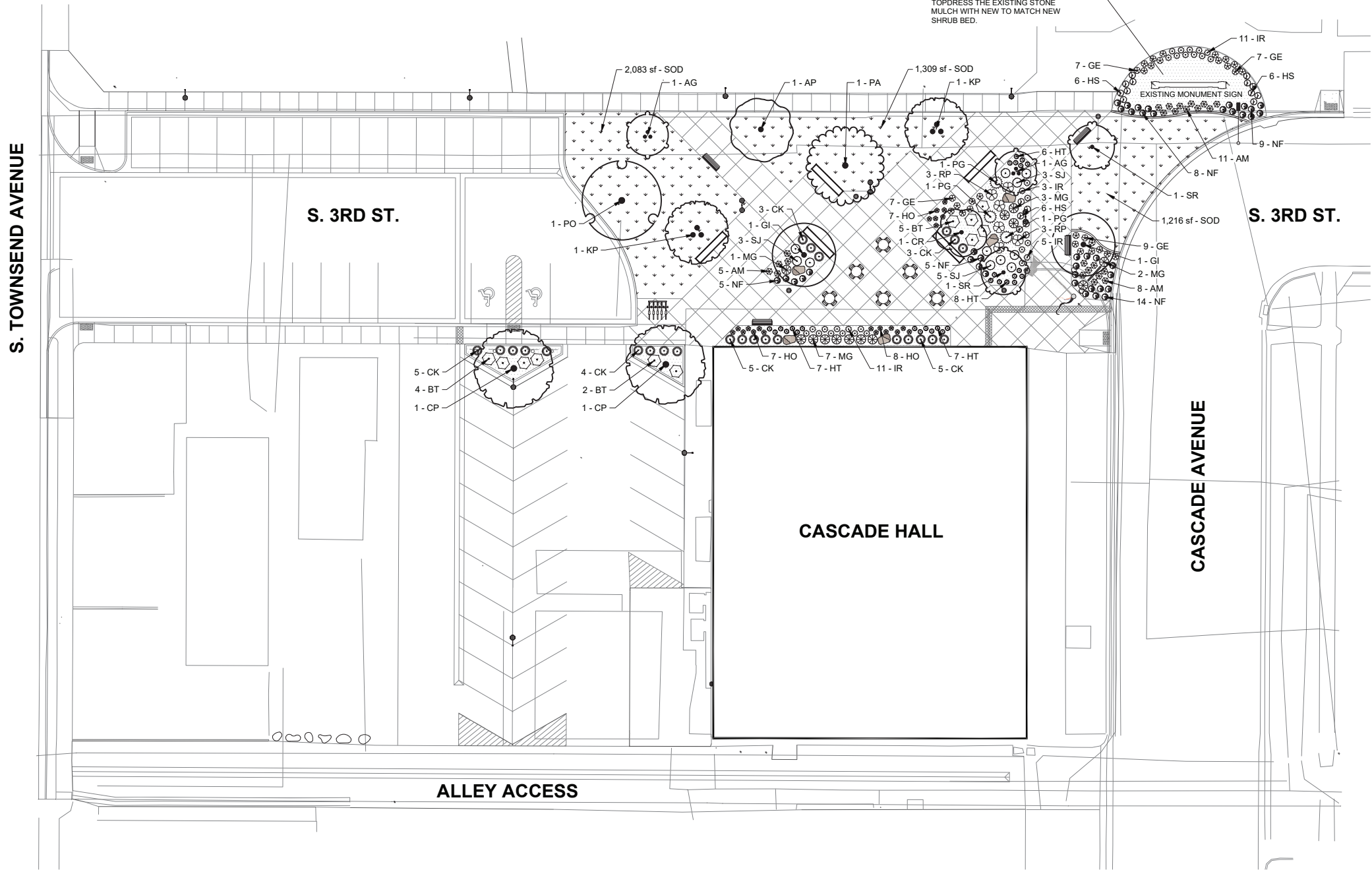
10'

20'

40'

North

NOTE: SEE SHEET L-3
FOR THE PLANT LEGEND,
SIZES, AND TOTAL
QUANTITIES.



LANDSCAPE NOTES:

1. FOR GRADING PLAN, REFER TO CIVIL ENGINEER DRAWINGS. SLOPE GRADES AWAY FROM THE BUILDING & SEATWALLS TO ASSURE POSITIVE DRAINAGE AWAY FROM THE THEIR FOUNDATIONS. FINISH GRADE (BOTH TURF AND TOP OF STONE MULCH OF SHRUB BEDS SHALL BE 1/2" BELOW EDGE OF WALKS, CURBS, ETC).
2. IN LANDSCAPE BEDS AND TURF GRASS AREAS REMOVE ALL UNSATISFACTORY EXISTING MATERIAL (INCLUDING ASPHALT, CONCRETE, SUBBASE MATERIAL, ABANDONED LINES, TRASH, ETC.), EXCAVATE OUT (8" MINIMUM FOR PROPOSED TURF AREAS AND 18" FOR PROPOSED SHRUB BED AREAS), AND IMPORT "AMENDED 60/40 TOPSOIL". TILL IMPORT TOPSOIL 6" INTO EXISTING SUBGRADE TO MIX. WHEEL ROLL TO LIGHTLY COMPACT TO REDUCE FUTURE SETTLEMENT.
3. SOIL AMENDMENT – INCORPORATE 6 CUBIC YARDS/1,000 SF AREA OF SOIL AMENDMENT (MIXTURE TO BE 100% DECOMPOSED BARK MULCH, OR APPROVED SOIL CONDITIONER, INTO THE TOP 6" OF EXISTING TOPSOIL THROUGHOUT ALL AREAS TO BE SODDED. CONTRACTOR TO SUBMIT CHEMICAL ANALYSIS OF ORGANIC MATTER AMENDMENT TO BE USED.
4. FERTILIZER FOR SOD TO BE A SLOW RELEASE, BALANCED HOMOGENOUS FERTILIZER AND INCORPORATED 4" INTO SOIL.
5. WHEN INSTALLING PLANT MATERIAL, OVER EXCAVATE THE PLANTING HOLES THREE TIMES THE DIAMETER OF THE ROOTBALL. ALL TREES AND SHRUBS TO RECEIVE A BACKFILL MIXTURE OF 1/3 SOIL AMENDMENT (MIXTURE TO BE 100% DECOMPOSED BARK MULCH OR APPROVED SOIL CONDITIONER) INTO 2/3'S EXISTING PLANT PIT TOPSOIL. PLANT EACH SHRUB 1" HIGHER THAN SURROUNDING GRADE. PLANT DECIDUOUS TREES 2" ABOVE SURROUNDING GRADE. SMOOTH GRADE UP TO ROOTBALL. REFER TO CSU EXTENSION STANDARDS (http://static.colostate.edu/client-files/csfs/pdfs/TreePlanting_636.pdf)
6. A FULLY AUTOMATED SPRINKLER IRRIGATION SYSTEM WILL BE INSTALLED AT THE SITE. THE SYSTEM WILL IRRIGATE ALL TREES, SHRUBS, ORNAMENTAL GRASSES, PERENNIALS, AND TURF GRASS SOD USING DOMESTIC WATER THAT IS METERED OFF OF THE DOMESTIC WATER LINE, AND INCLUDE A BACKFLOW PREVENTER. USE THE EXISTING BRANSCOME CENTER IRRIGATION CONTROLLER. REFER TO THE IRRIGATION PLANS AND SPECIFICATIONS.
7. ALL TREES SHALL BE SELECTED FOR A STRAIGHT CENTRAL LEADER (UNLESS SPECIFIED AS MULTI-STEM). TREES TO BE STAKED WITH STAKES PER THE DETAIL. FOR 3" CALIPER DECIDUOUS TREES AND EVERGREEN TREES OVER 8 FT., USE 3 STAKES (STAKE TO GROUND LEVEL).
8. NO LANDSCAPE FABRIC WILL BE USED. SHRUB BEDS SHALL BE AMENDED, AND SHALL HAVE 3" OF SPECIFIED STONE MULCH PLACED THROUGHOUT. STONE MULCH SHALL BE 3/8" MINUS TAN GRANITE AS IS AVAILABLE FROM MOORE'S PIT IN GATEWAY. www.moresmining.com.
9. POUR-IN-PLACE 6"x6" FLAT TOP CONCRETE EDGING TO BE USED AS SEPARATION AROUND TURF GRASS AREAS WITH SMOOTH CURVED LINES. SEE THE PLAN FOR LOCATIONS.
10. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, LOW WATER USE REQUIREMENTS, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
11. LOCATE AND MARK LOCATIONS OF ALL UTILITIES PRIOR TO ANY DIGGING OR INSTALLING PLANT MATERIAL. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES. CONTRACTOR IS TO CONTACT COLORADO 811 FIVE (5) WORKING DAYS IN ADVANCE OF ANY TRENCHING OR DIGGING.
12. WHEN PLANTING TREES OR SHRUBS, THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING. FERTILIZE WITH AGRIFORM 21 GRAM PLANT TABLETS, 20-10-5. 6 TABLETS PER TREE, AND 3 PER SHRUB.
13. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PLANTING SHALL BE DONE IN CONFORMANCE WITH THE ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO (A.L.C.C.) SPECIFICATIONS.
14. THE CONTRACTOR SHALL GUARANTEE IRRIGATION SYSTEM AND ALL PLANT MATERIAL FOR A PERIOD OF ONE-YEAR FROM FINAL ACCEPTANCE. ANY DEAD OR DYING PLANT SHALL BE REPLACED. CMU SHALL TAKE OVER LANDSCAPE & IRRIGATION MAINTENANCE AT TIME OF FINAL ACCEPTANCE OF INSTALLATION. TIME LANDSCAPE CONSTRUCTION SO THAT IRRIGATION AND LANDSCAPE WORK DO NOT OCCUR WHEN GROUND IS FROZEN.

REVISIONS	BY

Julee Wolverton,
Landscape Architect

61945 Nighthawk Road
Montrose, CO 81403
office: 970.249.9392
mobile: 970.417.1779
julee@juleewolverton.com

CMU Montrose Campus - So. 3rd Street Plaza
Landscape Plans
Montrose, Colorado

DATE
02/01/23

SHEET TITLE
LANDSCAPE
PLANTING
PLAN

SHEET No.
L-2

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

WHEREAS, Colorado Mesa University – Montrose, wishes to grow and expand its campus, while also providing a safe and inviting area for pedestrians and students to congregate; and

WHEREAS, the City of Montrose desires to work in common with the university and its efforts to expand; and

WHEREAS, the City of Montrose wishes to convey a portion of South Third Street, as described in **Exhibit A** attached hereto, to the adjacent property owners, Colorado Mesa University – Montrose, and Montrose Regional Library District; and

WHEREAS, the City owns and wishes to retain a utility easement within the described South Third Street right-of-way, described in **Exhibit B**, attached hereto.

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

SECTION 1: Disposal of Property

The portion of property particularly described in **Exhibit A**, attached hereto and incorporated herein, is hereby disposed of by the City of Montrose and shall be conveyed to the adjacent property owners, Colorado Mesa University and Montrose Regional Library District. The City shall retain an easement for all public utilities within the vacated right-of-way as shown on **Exhibit B**, attached hereto and incorporated herein.

SECTION 2: City Council Findings

The City Council hereby finds, determines, and declares that this Ordinance is necessary and proper to serve the best interest of the citizens of Montrose, and promote their health, safety and welfare.

SECTION 3: Power to Adopt

The City Council hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the City of Montrose Charter, and pursuant to § 1-9-2 of the Official Municipal Code of the City of Montrose.

SECTION 4: Effective as Provided by the City of Montrose Charter

This Ordinance shall be published and shall become effective as provided by the City Charter of the City of Montrose.

SECTION 5: Authorization to Execute

The City Council hereby authorizes the Mayor and City Staff to execute all documents required to consummate said conveyance to the adjacent property owners, Colorado Mesa University and Montrose Regional Library District.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the ____ day of _____, 2023, at the hour of 6:00 p.m. at the Police Department Community Meeting Room, 434 South First Street, in Montrose, Colorado.

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

David Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

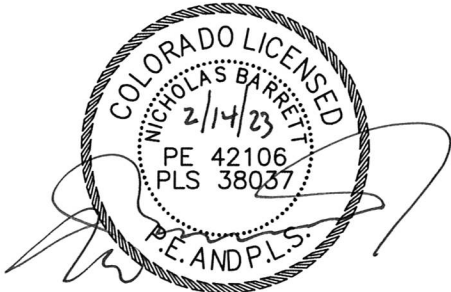
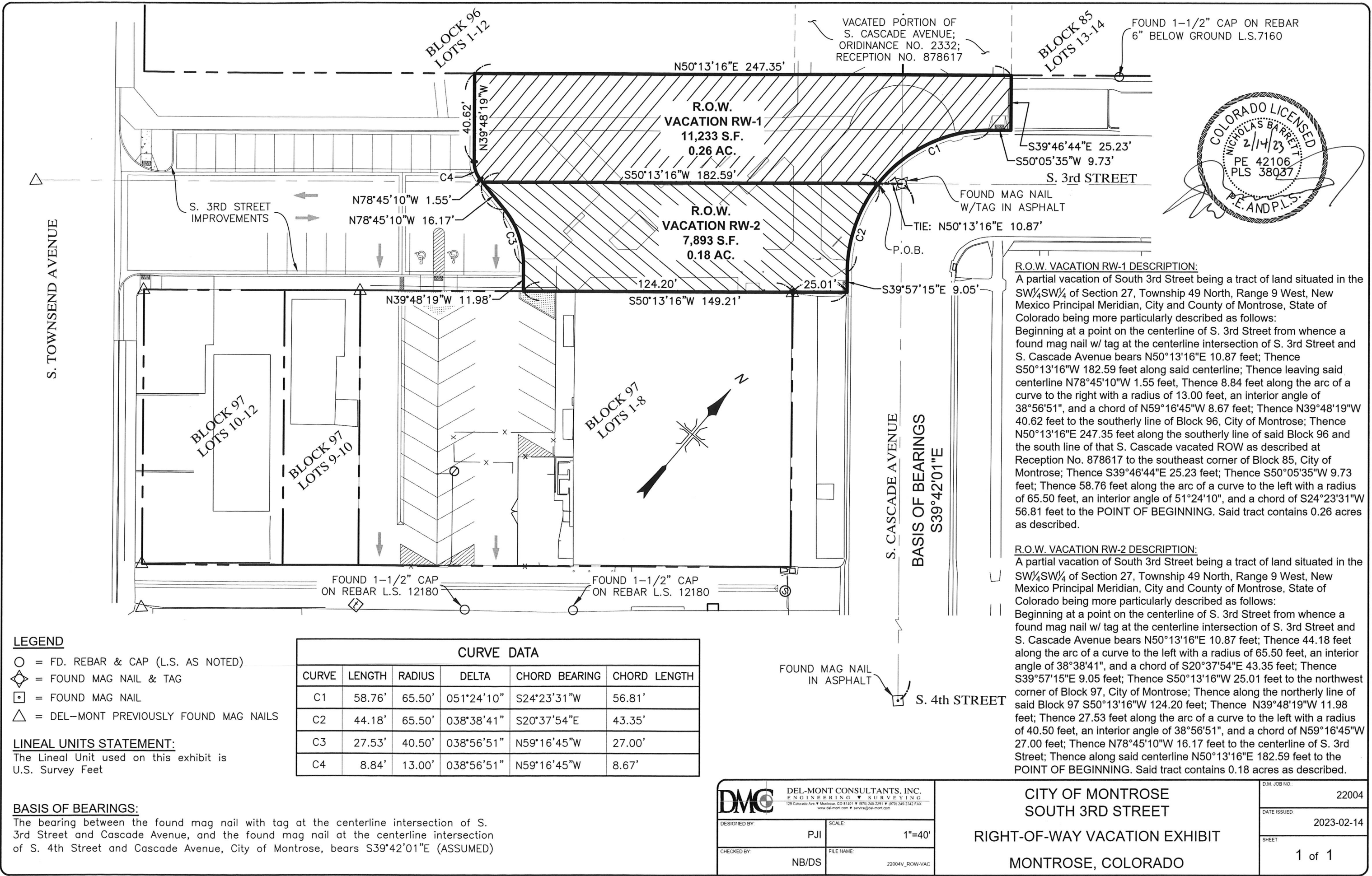
INTRODUCED, READ and ADOPTED on second reading this ____ day of _____, 2023.

David Frank, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

EXHIBIT A



R.O.W. VACATION RW-1 DESCRIPTION:
A partial vacation of South 3rd Street being a tract of land situated in the SW¼SW¼ of Section 27, Township 49 North, Range 9 West, New Mexico Principal Meridian, City and County of Montrose, State of Colorado being more particularly described as follows:
Beginning at a point on the centerline of S. 3rd Street from whence a found mag nail w/ tag at the centerline intersection of S. 3rd Street and S. Cascade Avenue bears N50°13'16"E 10.87 feet; Thence S50°13'16"W 182.59 feet along said centerline; Thence leaving said centerline N78°45'10"W 1.55 feet, Thence 8.84 feet along the arc of a curve to the right with a radius of 13.00 feet, an interior angle of 38°56'51", and a chord of N59°16'45"W 8.67 feet; Thence N39°48'19"W 40.62 feet to the southerly line of Block 96, City of Montrose; Thence N50°13'16"E 247.35 feet along the southerly line of said Block 96 and the south line of that S. Cascade vacated ROW as described at Reception No. 878617 to the southeast corner of Block 85, City of Montrose; Thence S39°46'44"E 25.23 feet; Thence S50°05'35"W 9.73 feet; Thence 58.76 feet along the arc of a curve to the left with a radius of 65.50 feet, an interior angle of 51°24'10", and a chord of S24°23'31"W 56.81 feet to the POINT OF BEGINNING. Said tract contains 0.26 acres as described.

R.O.W. VACATION RW-2 DESCRIPTION:
A partial vacation of South 3rd Street being a tract of land situated in the SW¼SW¼ of Section 27, Township 49 North, Range 9 West, New Mexico Principal Meridian, City and County of Montrose, State of Colorado being more particularly described as follows:
Beginning at a point on the centerline of S. 3rd Street from whence a found mag nail w/ tag at the centerline intersection of S. 3rd Street and S. Cascade Avenue bears N50°13'16"E 10.87 feet; Thence 44.18 feet along the arc of a curve to the left with a radius of 65.50 feet, an interior angle of 38°38'41", and a chord of S20°37'54"E 43.35 feet; Thence S39°57'15"E 9.05 feet; Thence S50°13'16"W 25.01 feet to the northwest corner of Block 97, City of Montrose; Thence along the northerly line of said Block 97 S50°13'16"W 124.20 feet; Thence N39°48'19"W 11.98 feet; Thence 27.53 feet along the arc of a curve to the left with a radius of 40.50 feet, an interior angle of 38°56'51", and a chord of N59°16'45"W 27.00 feet; Thence N78°45'10"W 16.17 feet to the centerline of S. 3rd Street; Thence along said centerline N50°13'16"E 182.59 feet to the POINT OF BEGINNING. Said tract contains 0.18 acres as described.

- LEGEND**
- = FD. REBAR & CAP (L.S. AS NOTED)
 - ⬠ = FOUND MAG NAIL & TAG
 - ◻ = FOUND MAG NAIL
 - △ = DEL-MONT PREVIOUSLY FOUND MAG NAILS

LINEAL UNITS STATEMENT:
The Lineal Unit used on this exhibit is U.S. Survey Feet

BASIS OF BEARINGS:
The bearing between the found mag nail with tag at the centerline intersection of S. 3rd Street and Cascade Avenue, and the found mag nail at the centerline intersection of S. 4th Street and Cascade Avenue, City of Montrose, bears S39°42'01"E (ASSUMED)

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	58.76'	65.50'	051°24'10"	S24°23'31"W	56.81'
C2	44.18'	65.50'	038°38'41"	S20°37'54"E	43.35'
C3	27.53'	40.50'	038°56'51"	N59°16'45"W	27.00'
C4	8.84'	13.00'	038°56'51"	N59°16'45"W	8.67'

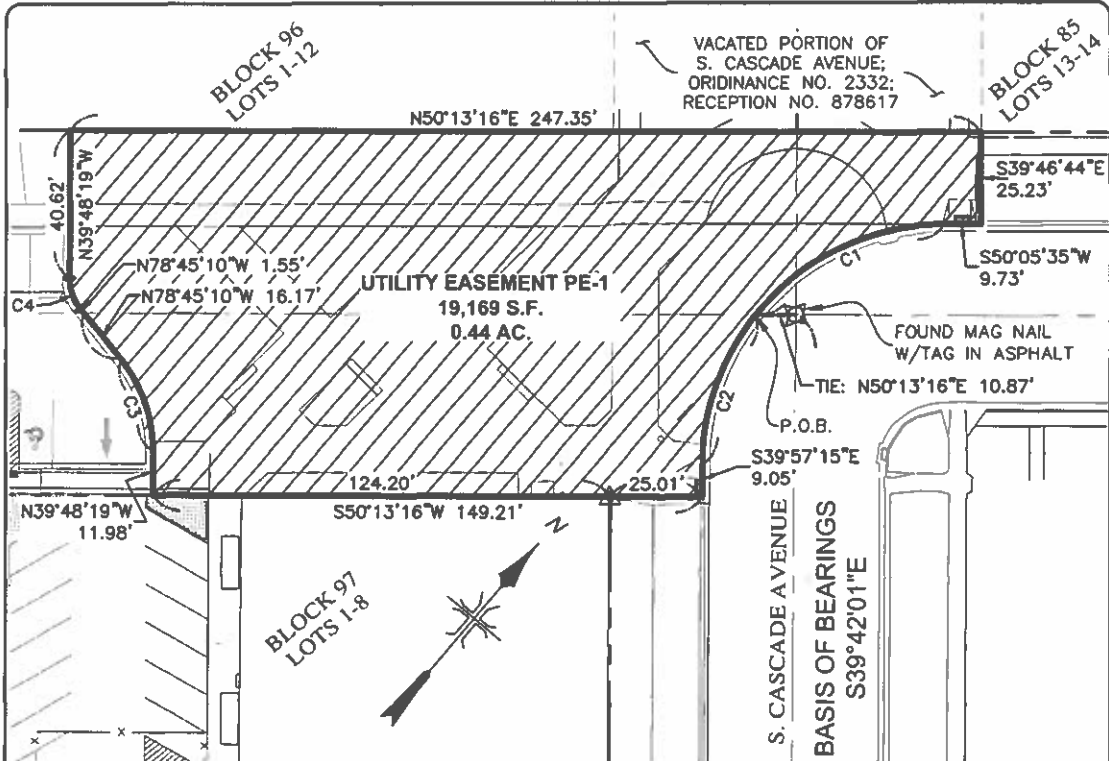


DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2142 FAX
www.del-mont.com service@del-mont.com

DESIGNED BY:	SCALE:
PJI	1"=40'
CHECKED BY:	FILE NAME:
NB/DS	22004V_ROW-VAC

CITY OF MONTROSE SOUTH 3RD STREET RIGHT-OF-WAY VACATION EXHIBIT MONTROSE, COLORADO	D.M. JOB NO. 22004
	DATE ISSUED 2023-02-14
	SHEET 1 of 1

EXHIBIT B



CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	58.76'	65.50'	051°24'10"	S24°23'31"W	56.81'
C2	44.18'	65.50'	038°38'41"	S20°37'54"E	43.35'
C3	27.53'	40.50'	038°56'51"	N59°16'45"W	27.00'
C4	8.84'	13.00'	038°56'51"	N59°16'45"W	8.67'

UTILITY EASEMENT (PE-1)
IN SW 1/4 SW 1/4 SECTION 27, T.49N., R.9W., N.M.P.M.,
CITY AND COUNTY OF MONTROSE, STATE OF COLORADO



UTILITY EASEMENT DESCRIPTION:
A perpetual easement for utility purposes, together with right of ingress and egress, situated in the SW 1/4 SW 1/4 of Section 27, Township 49 North, Range 9 West, New Mexico Principal Meridian, City and County of Montrose, State of Colorado being more particularly described as follows:
Beginning at a point on the centerline of S. 3rd Street from whence a found mag nail w/ tag at the centerline intersection of S. 3rd Street and S. Cascade Avenue bears N50°13'16"E 10.87 feet; Thence 44.18 feet along the arc of a curve to the left with a radius of 65.50 feet, an interior angle of 38°38'41", and a chord of S20°37'54"E 43.35 feet; Thence S39°57'15"E 9.05 feet; Thence S50°13'16"W 25.01 feet to the Northeast corner of Block 97, City of Montrose; Thence along the Northerly line of said Block 97 S50°13'16"W 124.20 feet; Thence N39°48'19"W 11.98 feet; Thence 27.53 feet along the arc of a curve to the left with a radius of 40.50 feet, an interior angle of 38°56'51", and a chord of N59°16'45"W 27.00 feet; Thence N78°45'10"W 16.17 feet to the centerline of S. 3rd Street; Thence leaving said centerline N78°45'10"W 1.55 feet, Thence 8.84 feet along the arc of a curve to the right with a radius of 13.00 feet, an interior angle of 38°56'51", and a chord of N59°16'45"W 8.67 feet; Thence N39°48'19"W 40.62 feet to the Southerly line of Block 96, City of Montrose; Thence N50°13'16"E 247.35 feet along the Southerly line of said Block 96 and the South line of that S. Cascade vacated ROW as described at Reception No. 878617 to the Southwest corner of Block 85, City of Montrose; Thence S39°46'44"E 25.23 feet; Thence S50°05'35"W 9.73 feet; Thence 58.76 feet along the arc of a curve to the left with a radius of 65.50 feet, an interior angle of 51°24'10", and a chord of S24°23'31"W 56.81 feet to the POINT OF BEGINNING. Said perpetual easement contains 0.44 acres as described.

LINEAL UNITS STATEMENT:
The Lineal Units used on this exhibit is U.S. Survey Feet

BASIS OF BEARINGS:
The bearing between the found mag nail with tag at the centerline intersection of S. 3rd Street and Cascade Avenue, and the found mag nail at the centerline intersection of S. 4th Street and Cascade Avenue, City of Montrose, bears S39°42'01"E (ASSUMED)

 DEL-MONT CONSULTANTS, INC. 2000 1st Street, Suite 100, Montrose, CO 81401 Phone: (970) 241-1111 Fax: (970) 241-1112 www.delmont.com		CITY OF MONTROSE SOUTH 3RD STREET UTILITY EASEMENT MONTROSE, COLORADO	D.M. JOB NO 22004
DESIGNED BY PJI	SCALE 1" = 40'		DATE ISSUED 2/14/2023
CHECKED BY NEB/DWS	FILE NUMBER 22004_0001		SHEET 1 of 1



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: April 3, 2023
RE: Otter Road Right of Way Dedication – Official Act of the City

ATTACHMENTS:

- Exhibit A: Vicinity Map
- Exhibit B: ROW Dedication Plat
- Exhibit C: The Grove Preliminary Subdivision Plat

City Council Consideration:

Consider making a motion to approve the Otter Road Right of Way dedication, an Official Act of the City of Montrose Plat.

Background:

City Council recently passed The Grove Preliminary Subdivision Plat at their March 21, 2023 Regular Meeting. The developer of the Grove Subdivision is getting ready to start infrastructure construction, but before that can begin, Otter Road must be dedicated as City right of way, as Otter road is providing primary access to the initial phase of the proposed subdivision. With this Official Act of the City proposal, Otter Road will be extended approximately 680 feet to accommodate access to the proposed Grove Subdivision.

Typically, all rights of way would be dedicated by the developer at time of subdivision, however, because the area that encompasses Otter Road is situated on a separate parcel with a separate owner, an Official Act of the City is required for right-of-way dedication. The area of Otter Road which is being dedicated is currently owned by Sunshine of Montrose, Inc. The plat map for the dedication has been reviewed and approved by staff, and the property owner (Sunshine of Montrose, Inc.) has been in contact with City staff and has agreed sign the right of way dedication plat. Once approved, the developer can start infrastructure construction.

Schedule:

April 3, 2023 City Council Work Session
April 18, 2023 City Council Regular Meeting – Action Item

Exhibit A: Vicinity Map

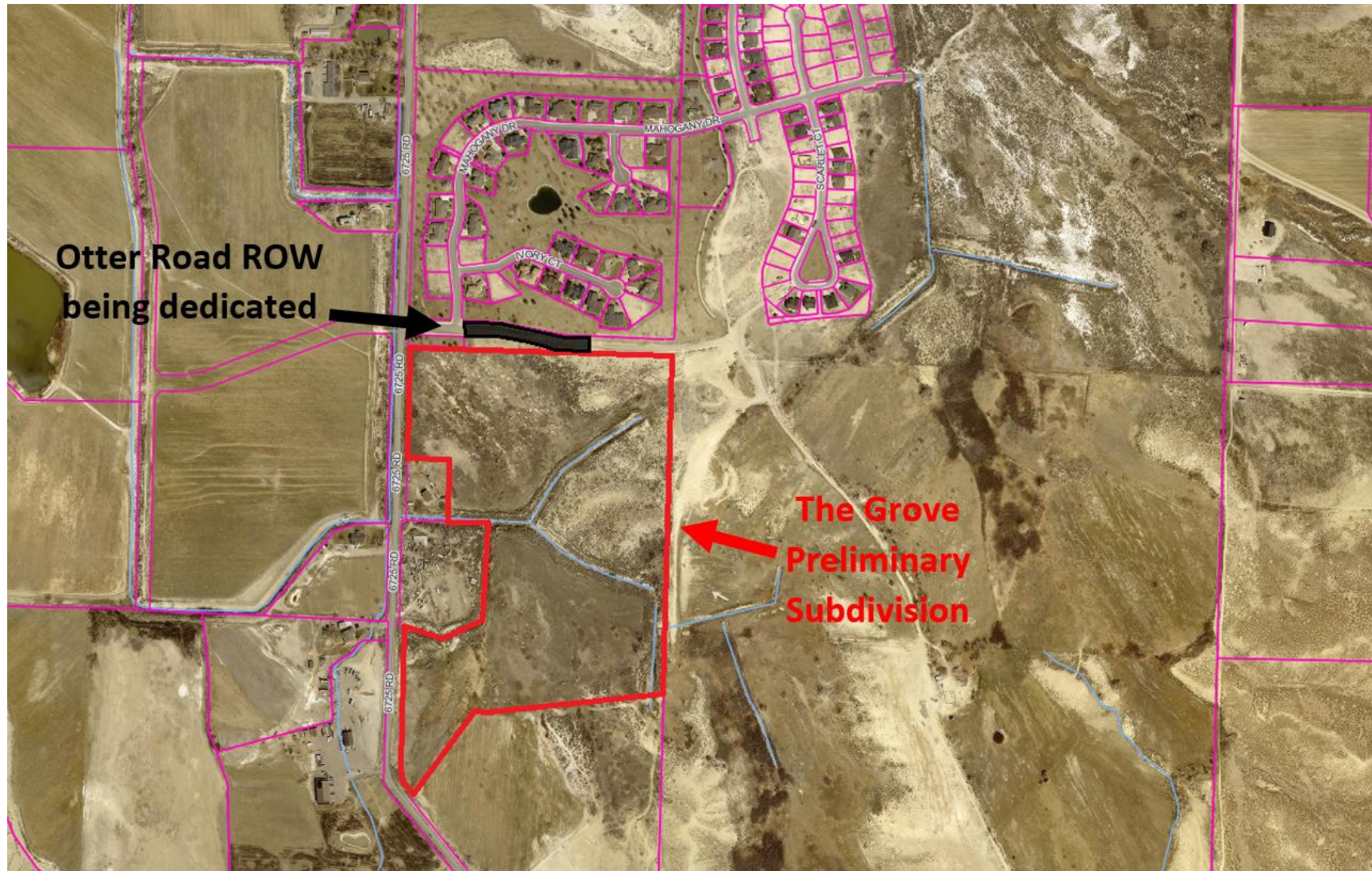
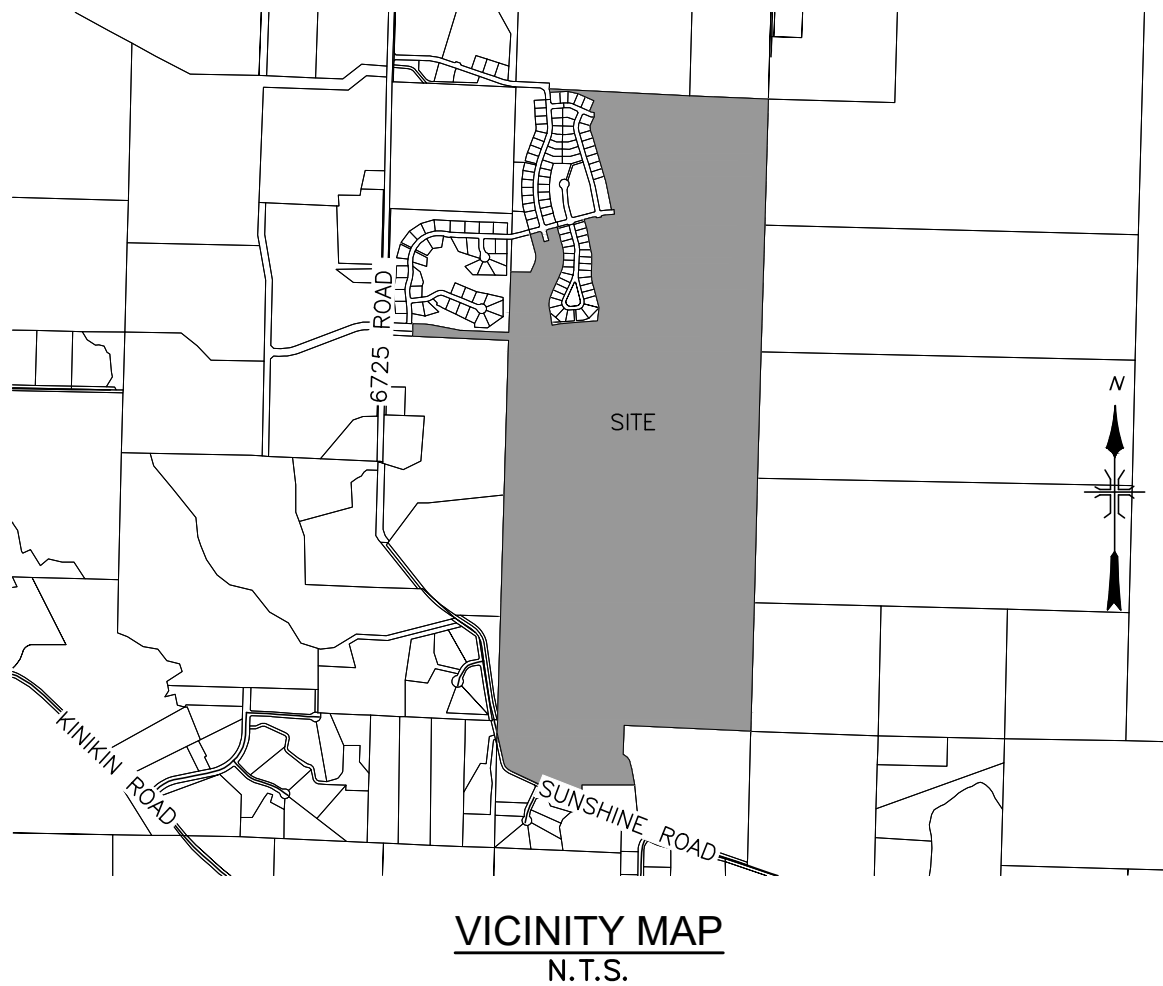


EXHIBIT B

OTTER ROAD DEDICATION
AN OFFICIAL ACT OF THE CITY OF MONTROSE
SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Outlot A102, Brown Ranch Subdivision Filing No. 6 Final Plat, recorded at Reception No. 900746, Montrose County Records,

County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided into lots, as shown on this plat, under the name and style of Otter Road Dedication An Official Act of the City of Montrose and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public Otter Road.

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

Executed this_____ day of _____, 20_____.

Sunshine of Montrose INC

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this ____ day of _____, 20____, by _____
Sunshine of Montrose INC.

Witness my hand and official seal.

My commission expires_____

Notary

SURVEYOR'S CERTIFICATE

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

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

Nicholas Barrett, P.L.S.
Registration No. 38037

Date:_____

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing between the C₄ corner of Section 2, Township 48 North, Range 9 west, N.M.P.M. and the Northwest corner of Government Lot 18 of said Section 2, bears N01°31'33"E (ASSUMED)

AREA SUMMARY

OUTLOT B	=	378.73 ACRES
RIGHTS-OF-WAY	=	1.28 ACRES
TRACT 1	=	0.36 ACRES
TOTAL AREA	=	380.37 ACRES

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Title Policy No. _____ issued by _____ Title Insurance Company, dated _____, 20____ (the "Title Policy"), which insures to _____ the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Policy, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Title Policy.

Attorney
Atty. Reg. No. _____
Date: _____

APPROVAL OF CITY ENGINEER

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

City Engineer

APPROVAL OF CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Atty. Reg. No. _____

APPROVAL OF CITY COUNCIL

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

Mayor

RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy

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

DMC				DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.del-mont.com • service@del-mont.com	
FIELD BOOK:	DRAWN BY:	DATE:	CLIENT:		
	DCC	2023-03-29	CHRIS KOCH		
SHEET:	FILE:	JOB NO.:	ADDRESS & PHONE:		
1 of 2	22093V_PLAT_OTTERRD	22093	2049 BROOK WAY MONTROSE, CO 81403		
			TYPE:		
			ROAD DEDICATION		

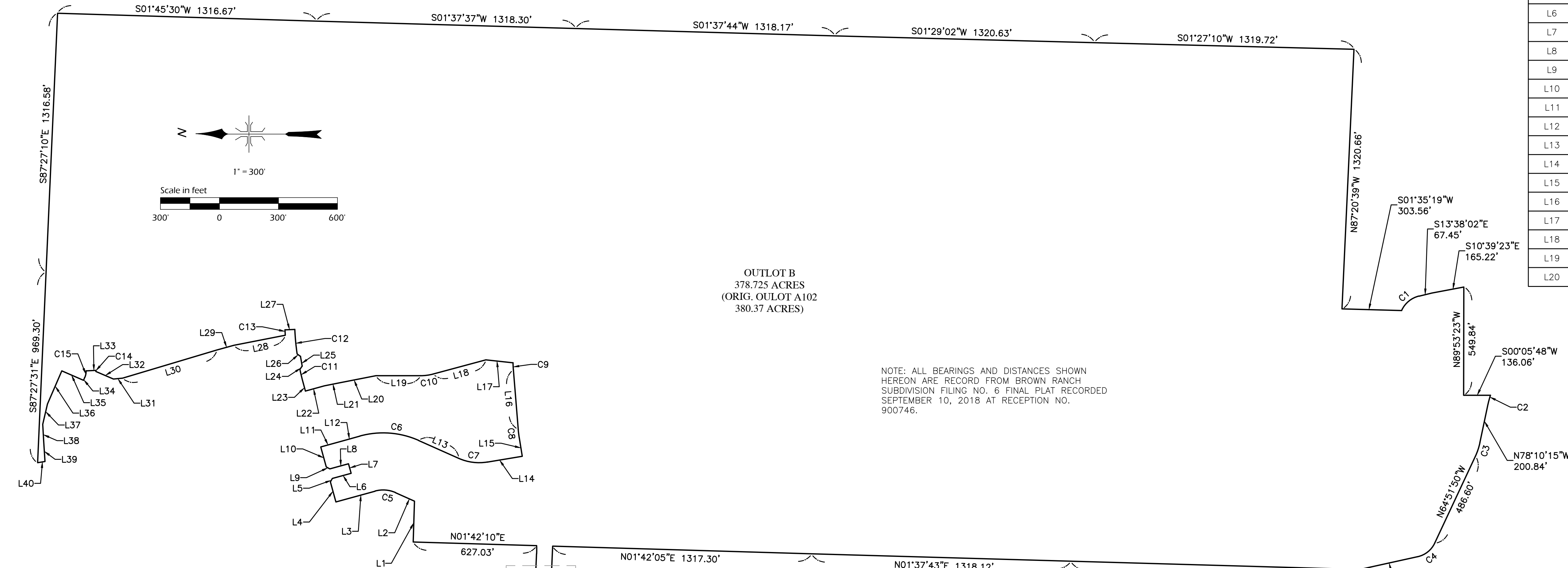
OTTER ROAD DEDICATION

AN OFFICIAL ACT OF THE CITY OF MONTROSE

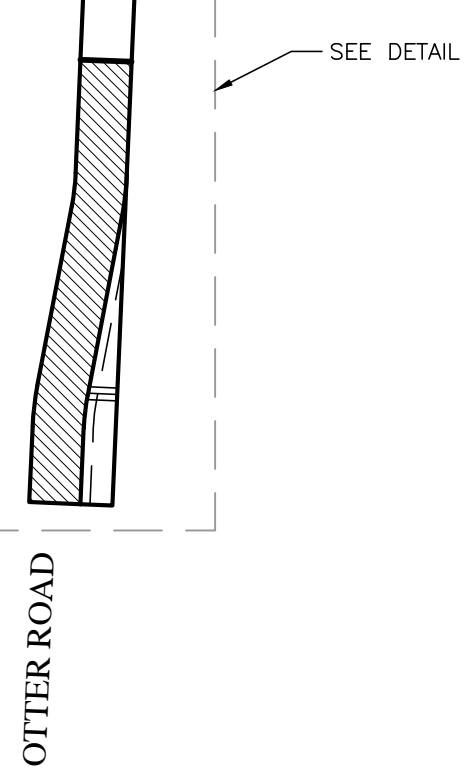
SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°17'50"E	207.67'
L2	N23°58'37"E	105.36'
L3	N15°22'19"W	206.39'
L4	N74°37'41"E	105.59'
L5	S60°22'19"E	20.38'
L6	S15°22'19"E	98.74'
L7	N74°37'41"E	50.00'
L8	N15°22'19"W	98.74'
L9	N29°37'41"E	20.38'
L10	N74°37'41"E	105.59'
L11	S15°22'19"E	100.00'
L12	S15°22'19"E	106.39'
L13	S23°58'37"W	222.93'
L14	S09°25'15"E	180.18'
L15	N80°34'45"E	94.07'
L16	N85°19'54"E	301.34'
L17	N06°08'15"E	138.92'
L18	N15°02'13"W	277.68'
L19	N00°00'00"E	227.15'
L20	N11°04'11"W	185.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N11°04'11"W	82.06'
L22	N15°22'19"W	100.00'
L23	N74°37'41"E	41.90'
L24	S56°32'24"E	20.55'
L25	N80°19'45"E	50.01'
L26	N35°18'20"E	20.86'
L27	N02°26'48"W	50.00'
L28	N11°03'32"W	265.89'
L29	N15°18'11"W	90.21'
L30	N16°38'45"W	500.00'
L31	N05°10'50"W	46.94'
L32	N23°15'15"E	97.40'
L33	N02°31'15"W	50.00'
L34	N66°33'19"W	16.19'
L35	N23°26'41"E	120.00'
L36	N66°33'19"W	183.33'
L37	N76°42'05"W	106.12'
L38	S86°43'32"W	88.34'
L39	S86°11'00"W	100.89'
L40	N09°16'16"W	38.24'



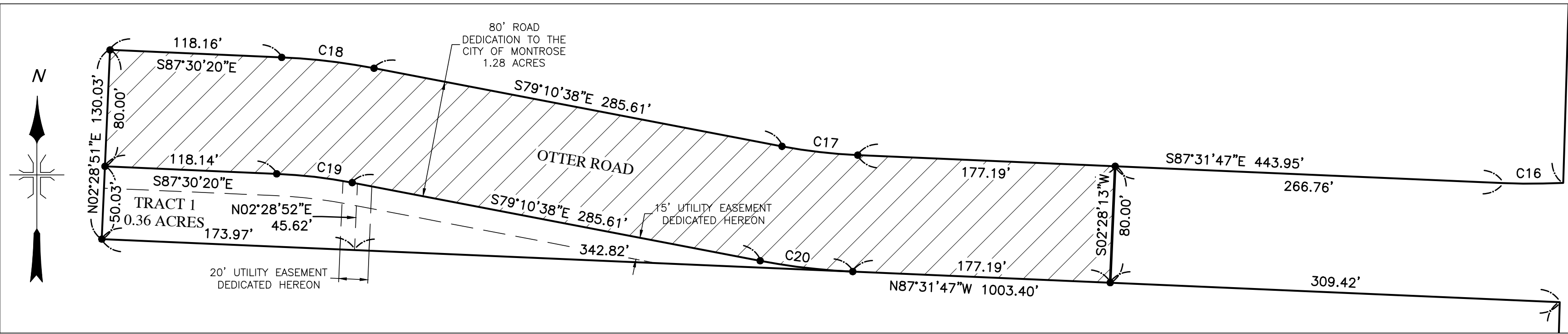
CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	118.78'	131.01'	051°56'45"	N39°36'24"W	114.75'
C2	46.23'	365.73'	007°14'33"	N74°32'59"W	46.20'
C3	73.25'	315.37'	013°18'26"	S71°31'03"E	73.08'
C4	114.42'	125.00'	052°26'40"	S38°38'30"E	110.46'
C5	106.45'	155.00'	039°20'57"	N04°18'09"E	104.37'
C6	305.61'	445.00'	039°20'57"	S04°18'09"W	299.64'
C7	148.64'	255.00'	033°23'52"	S07°16'41"W	146.54'
C8	44.79'	540.00'	004°45'09"	N82°57'19"E	44.78'
C9	37.24'	540.00'	003°57'05"	N87°18'26"E	37.23'
C10	64.30'	245.00'	015°02'13"	N07°31'06"W	64.11'
C11	71.22'	1225.00'	003°19'52"	S76°17'37"W	71.21'
C12	125.36'	1225.00'	005°51'48"	S84°37'18"W	125.30'
C13	27.54'	1275.00'	001°14'15"	S86°56'05"W	27.54'
C14	5.27'	125.00'	002°25'03"	N88°41'17"E	5.27'
C15	33.99'	75.00'	025°57'56"	S79°32'17"E	33.70'
C16	41.62'	460.00'	005°11'04"	N89°52'41"E	41.61'
C17	52.48'	360.00'	008°21'10"	S83°21'13"E	52.44'
C18	63.96'	440.00'	008°19'43"	S83°20'29"E	63.90'
C19	52.33'	360.00'	008°19'43"	S83°20'29"E	52.28'
C20	64.14'	440.00'	008°21'10"	S83°21'13"E	64.09'



LEGEND

- SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 38037"

OTTER ROAD RIGHT OF WAY DEDICATED TO THE CITY OF MONTROSE



DETAIL
1" = 60'

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



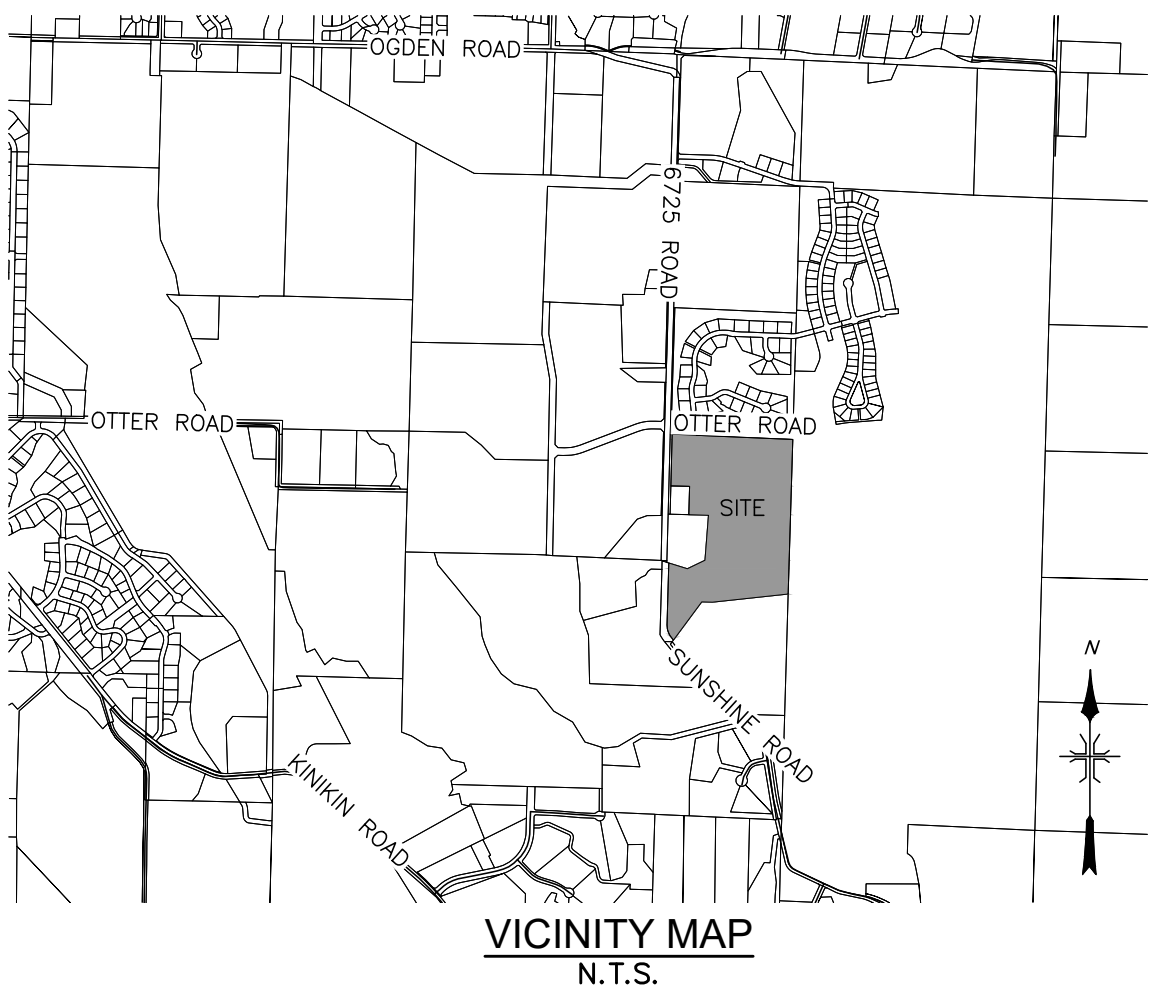
DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2242 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK:	DRAWN BY: DCC	DATE: 2023-03-29
SHEET: 2 of 2	FILE: 22093V_PLAT_OTTERRD	JOB NO.: 22093

TITLE: OTTER ROAD DEDICATION AN OFFICIAL ACT OF THE CITY	
CLIENT:	CHRIS KOCH
ADDRESS & PHONE: 2049 BROOK WAY MONTROSE, CO 81403	
TYPE:	ROAD DEDICATION

THE GROVE SUBDIVISION
PRELIMINARY PLAT

SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, N.M.P.M.,
COUNTY OF MONTROSE, STATE OF COLORADO



APPROVAL OF PRELIMINARY PLAT		
City Engineer (Phase 1)*	Scott Murphy, P.E.	Date
City Engineer (Phase 2+)*	Scott Murphy, P.E.	Date
City Attorney	Ben Morris	Date
City Planning Commission Chair	David Fishinging	Date
City Mayor	Dave Frank	Date

* City Engineer authorization is broken into phases per the phasing diagram attached as Sheet 4 of this Preliminary Plat due to outstanding permitting with US Department of the Interior, Bureau of Reclamation. No phases are authorized for construction without associated signature from the City Engineer.

AREA SUMMARY

RESIDENTIAL LOTS	=	27.35 ACRES
RIGHTS-OF-WAY	=	7.50 ACRES
OPEN SPACE (TRACTS A, B, C, D, E, F, G, H, I)	=	9.80 ACRES
TOTAL AREA	=	44.65 ACRES

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Outlot A, Brian Nichols-Amerdev Minor Subdivision according to the Plat recorded May 22, 2019 at Reception No. 909297, and Affidavit of Correction recorded June 27, 2019 at Reception No. 910482 County of Montrose, State of Colorado

Have by these presents laid out, platted and subdivided into lots, as shown on this plat, under the name and style of THE GROVE SUBDIVISION and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Narrowleaf Place, Yellow Aspen Drive, Blue Pine Way, Box Elder Way, Grove Drive, Juniper Place, Ponderosa Loop, and Douglas Fir Way.

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

Executed this _____ day of _____, 20____.

Christopher Koch
The Grove at Montrose, a Delaware limited liability company

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this ____ day of _____, 20____, by Christopher Koch.

Witness my hand and official seal.

My commission expires _____

Notary

SURVEYOR'S CERTIFICATE

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

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title commitment issued by Fidelity National Title Insurance Company, dated May 5, 2022, bearing commitment number 210-F08977-22.

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

LINEAL UNITS STATEMENT:

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

BASIS OF BEARINGS:

The bearing along the North property line bears S87°31'08"E (Colorado South Modified State Plane Coordinates)

ENGINEER'S CERTIFICATE

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

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

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined Title Policy No. 210-F.8977-22 issued by Fidelity National Title Insurance Company, dated May 5, 2022 (the "Title Policy"), which insures to the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Policy, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except as specifically set forth in the Title Policy.

Attorney
Registration No. _____
Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

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

City Engineer
Registration No. _____
Date: _____

APPROVAL OF CITY MANAGER

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

Deputy City Manager

APPROVAL OF CITY ATTORNEY

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

City Attorney
Atty. Reg. No. _____

APPROVAL OF CITY COUNCIL

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

Mayor

RECORDER'S CERTIFICATE

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

Clerk and Recorder
Montrose County, Colorado

Deputy

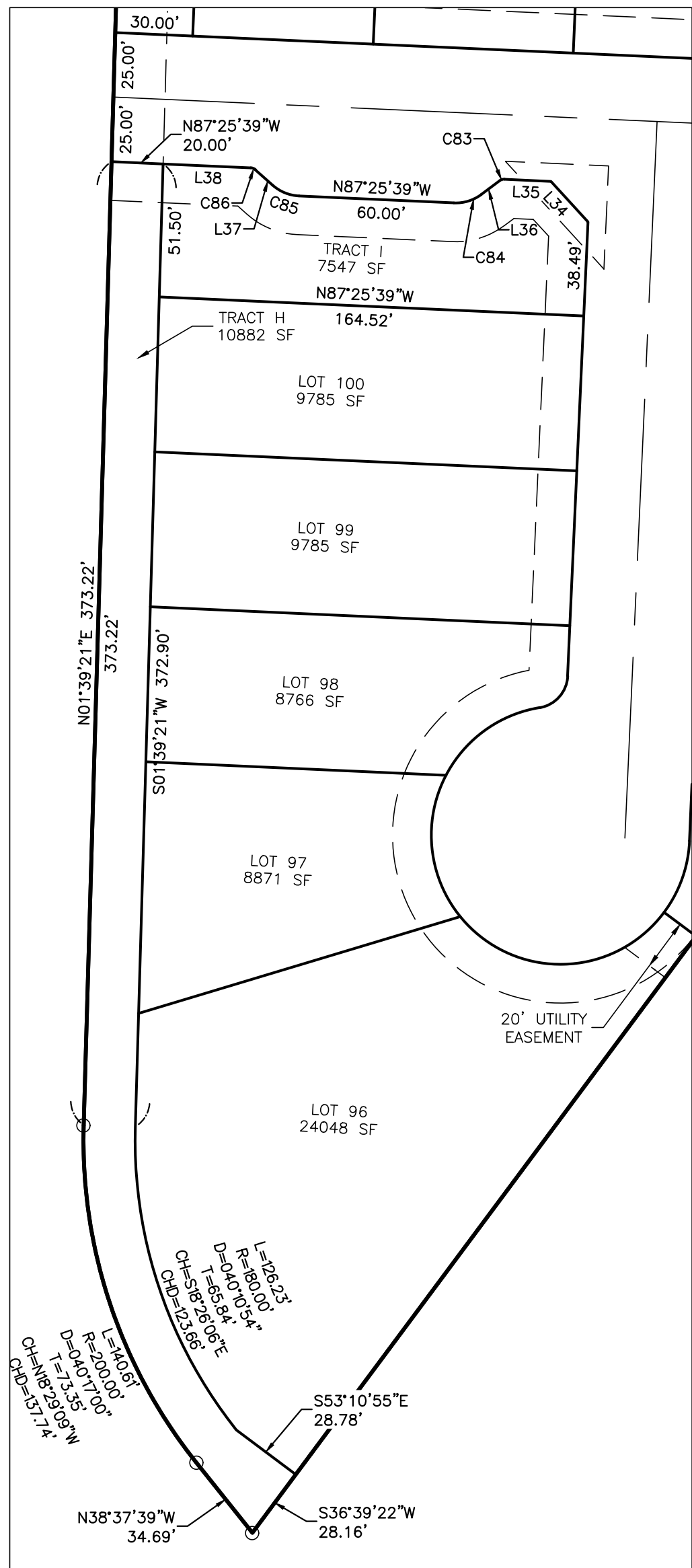
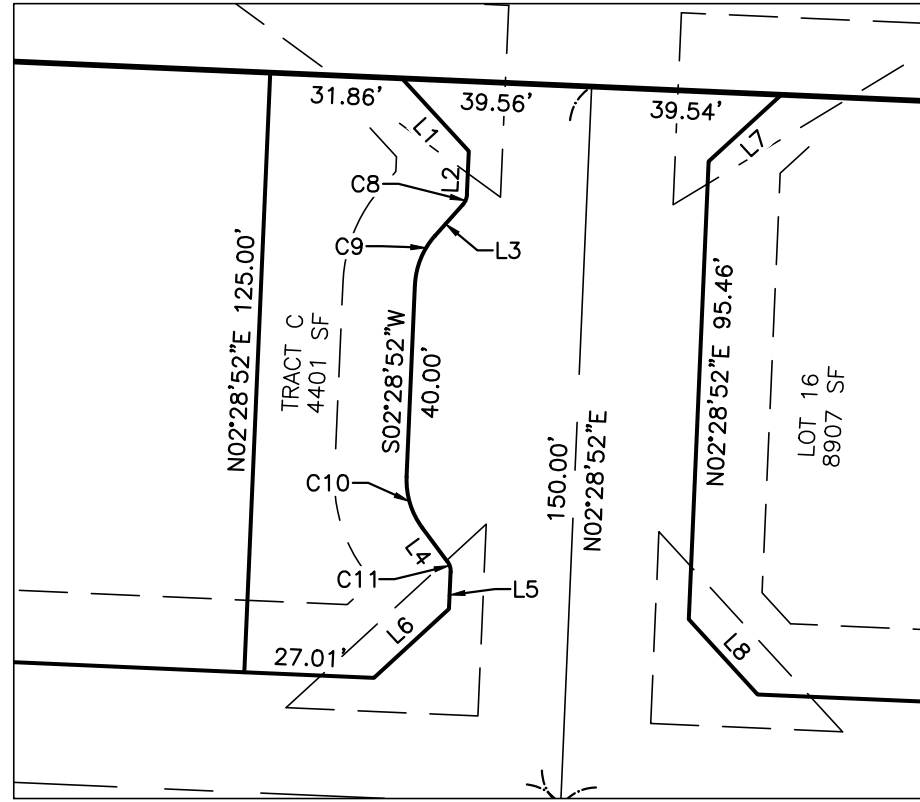
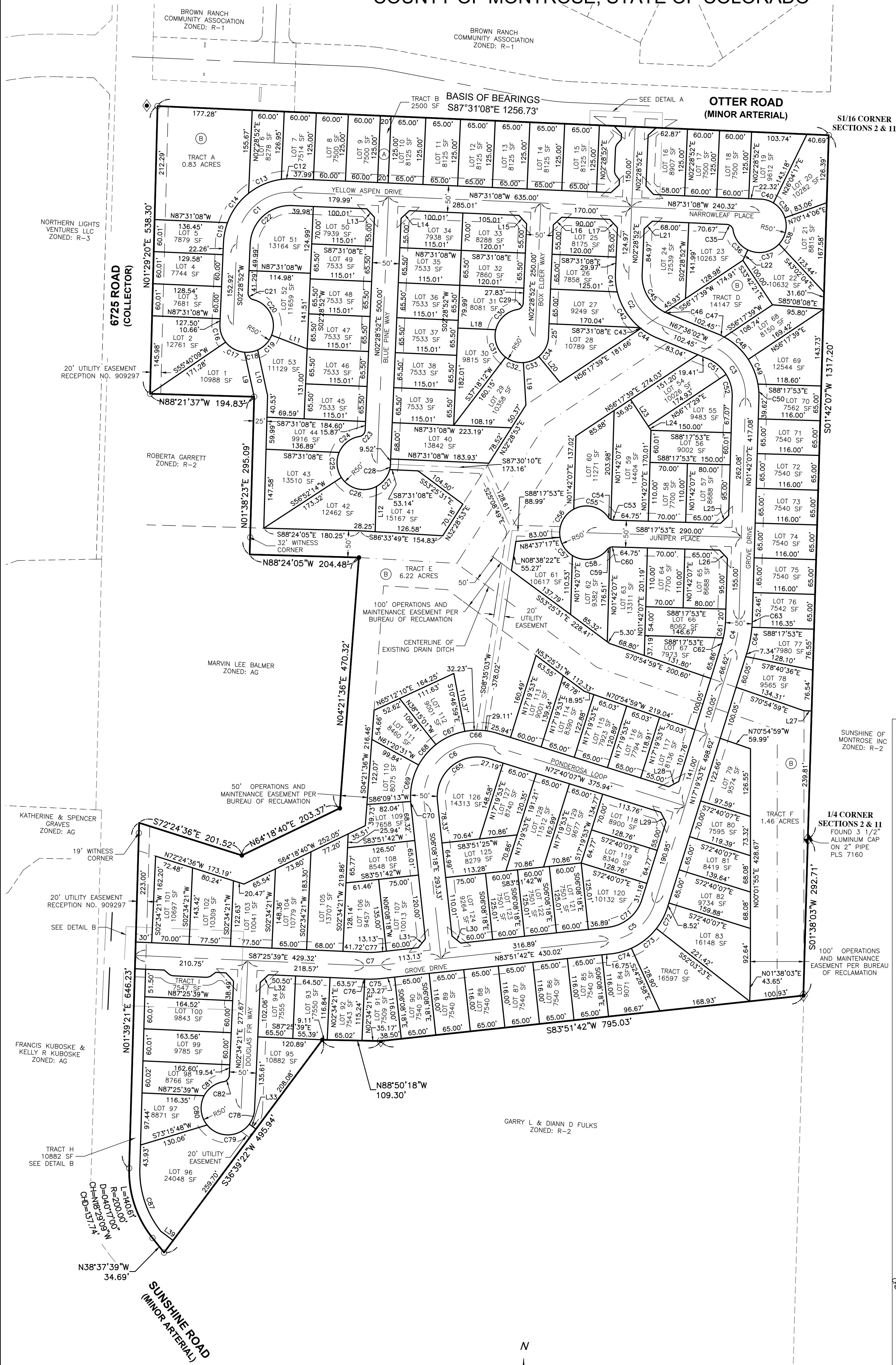
		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX www.delmont.com service@delmont.com	
FIELD BOOK:	DRAWN BY: DCC	DATE:	2023-02-22
SHEET: 1 of 4	FILE: 22093V_PLAT_PRE.DWG	JOB NO:	22093
TITLE: THE GROVE SUBDIVISION		CLIENT: CHRIS KOCH	ADDRESS & PHONE: 2049 BROOK WAY MONTROSE, CO 81403
TYPE: PRELIMINARY PLAT			

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

THE GROVE SUBDIVISION

PRELIMINARY PLAT

SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, N.M.P.M.,
COUNTY OF MONTROSE, STATE OF COLORADO



LEGEND

- 15' WIDE UTILITY EASEMENTS ALONG ALL STREETS, LOOPS AND COURTS UNLESS OTHERWISE NOTED
- FOUND 1 1/2" ALUMINUM CAP ON 5/8" REBAR (PLS 12180)
- FOUND 1 1/2" ALUMINUM CAP ON 5/8" REBAR (PLS 7160)
- FOUND B.L.M. MONUMENT
- SET 1 1/2" ALUMINUM CAP ON 5/8" REBAR (PLS 37690)
- PROPOSED ALUMINUM CAP WITNESS CORNER OR REFERENCE MONUMENT
- SIGHT ZONE TRIANGLES (SEE DETAILS ON SHEET 2)
- SEWER LINE EASEMENT
- DRAINAGE EASEMENT- TRACTS COVERED IN ITS ENTIRETY

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

FIELD BOOK:		DRAWN BY:	DATE:	TITLE:	
SHEET:		FILE:	JOB NO:	CLIENT:	
2 of 4		22093V_PLAT_PRE.DWG	2023-02-22	CHRIS KOCH	
				ADDRESS & PHONE:	
				2049 BROOK WAY	
				MONTROSE, CO 81403	
				TYPE:	
				PRELIMINARY PLAT	

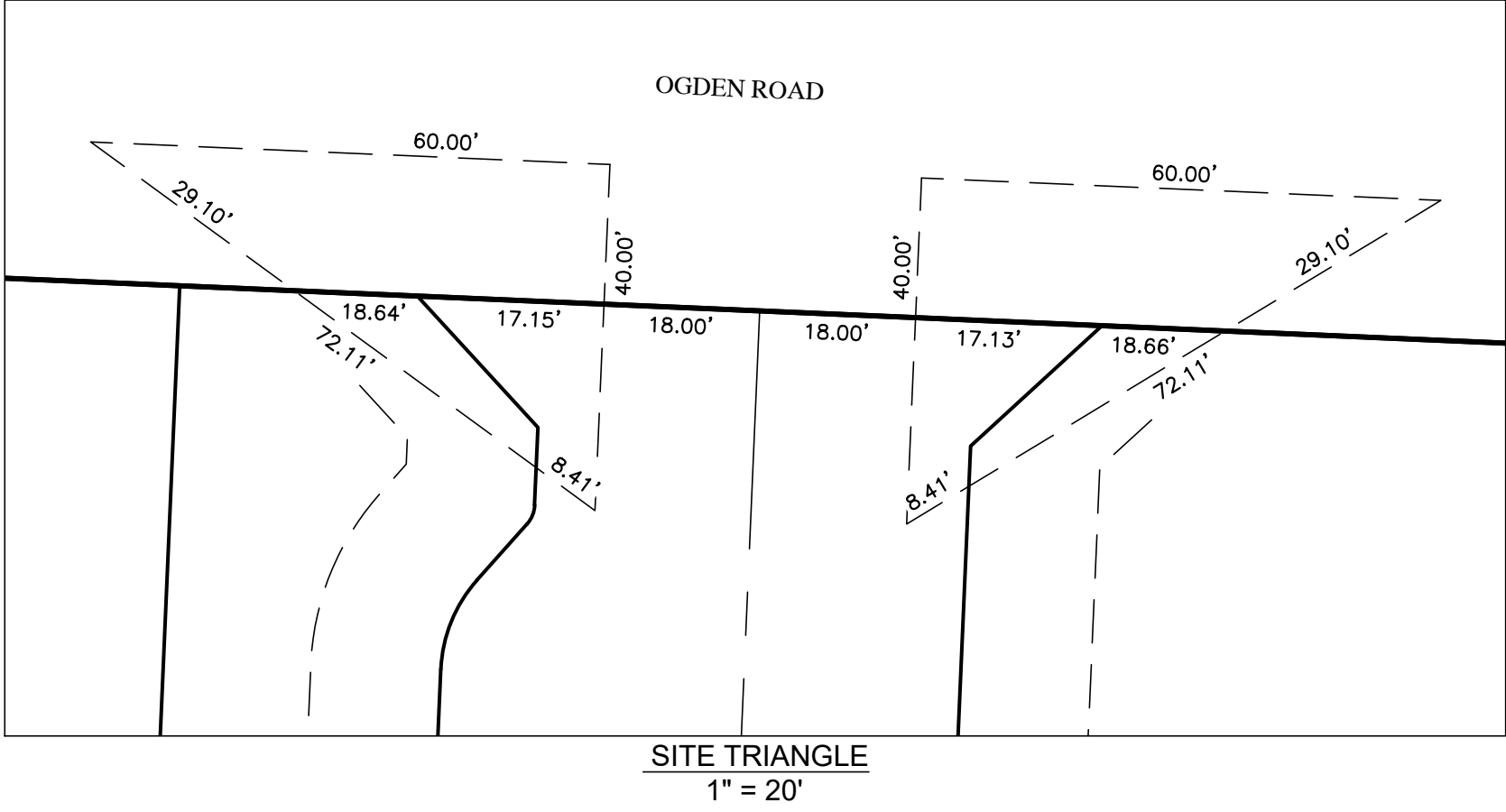
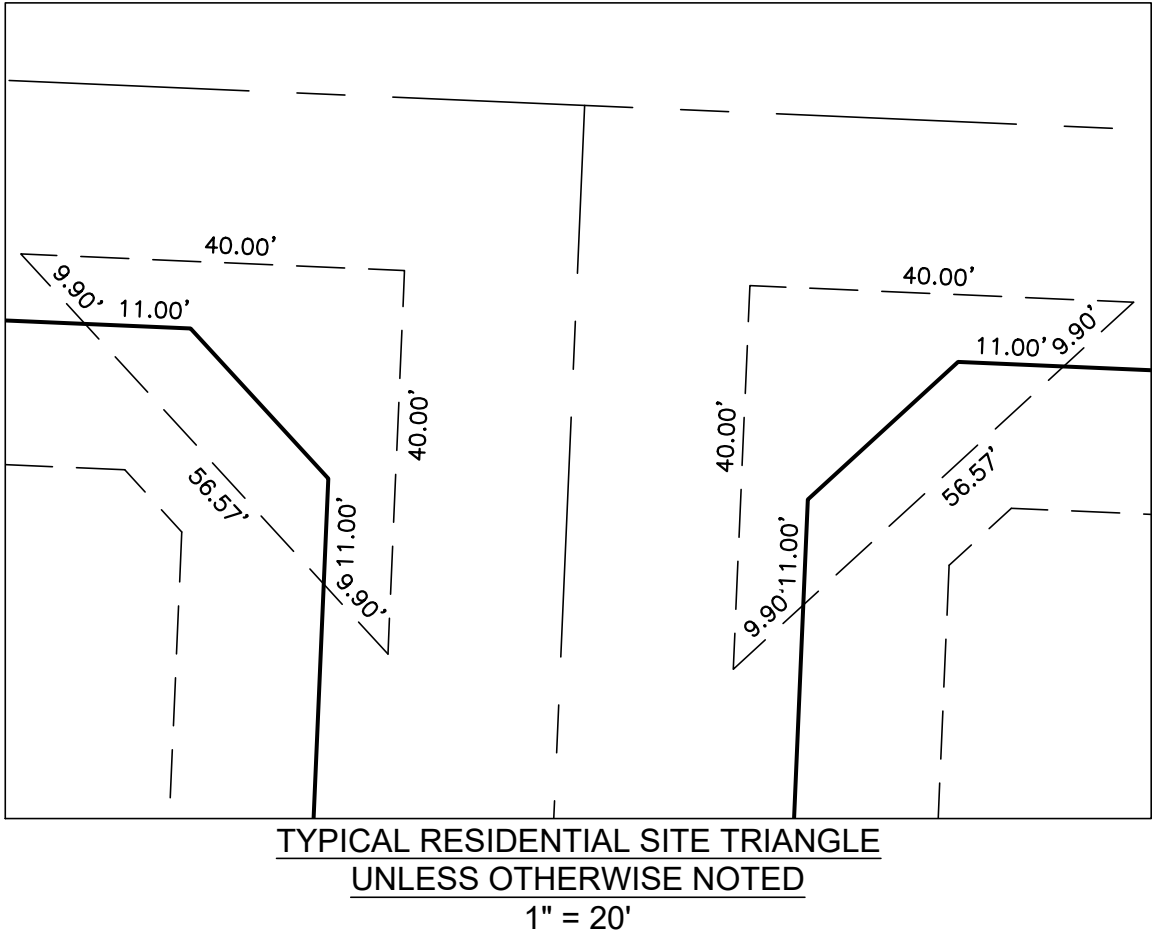
THE GROVE SUBDIVISION

PRELIMINARY PLAT

SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, N.M.P.M.,
COUNTY OF MONTROSE, STATE OF COLORADO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S42°31'47"E	20.58'
L2	S02°28'52"W	8.99'
L3	S41°40'00"W	8.71'
L4	S36°42'09"E	8.71'
L5	S02°28'52"W	7.68'
L6	S47°28'51"W	21.21'
L7	N47°28'32"E	20.56'
L8	N42°31'07"W	21.21'
L9	N12°12'22"W	85.26'
L10	N12°12'22"W	87.31'
L11	S68°58'14"E	71.28'
L12	S01°35'55"W	84.79'
L13	S42°31'08"E	21.21'
L14	N47°28'52"E	21.21'
L15	S42°31'08"E	21.21'
L16	N47°28'52"E	21.21'
L17	S42°31'08"E	21.21'
L18	S87°31'08"E	70.91'
L19	S03°26'19"E	79.59'
L20	S39°29'53"E	62.50'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N47°28'52"E	21.21'
L22	N25°40'56"E	21.63'
L23	S33°31'37"E	60.00'
L24	S33°31'37"E	9.14'
L25	S46°42'07"W	21.21'
L26	S43°17'53"E	21.21'
L27	S88°17'53"E	14.30'
L28	S62°19'53"W	21.21'
L29	N27°40'07"W	21.21'
L30	S51°08'18"E	21.21'
L31	S38°51'42"W	21.21'
L32	N47°34'21"E	21.21'
L33	S53°20'38"E	15.54'
L34	N42°25'39"W	21.21'
L35	N87°25'39"W	18.00'
L36	S53°23'17"W	8.89'
L37	N48°14'35"W	8.89'
L38	N87°25'39"W	33.93'
L39	S53°10'55"E	28.78'



CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	157.08'	100.00'	090°00'00"	S47°28'52"W	141.42'
C2	122.32'	100.00'	070°04'54"	N32°33'35"W	114.83'
C3	120.96'	100.00'	069°18'09"	N32°56'58"W	113.72'
C4	54.56'	200.00'	015°37'46"	N09°31'00"E	54.39'
C5	116.12'	100.00'	066°31'49"	N50°35'47"E	109.70'
C6	198.04'	100.00'	113°28'11"	S50°35'47"W	167.23'
C7	30.41'	200.00'	008°42'39"	N88°13'01"E	30.38'
C8	2.39'	3.50'	039°11'09"	S22°04'26"W	2.35'
C9	11.28'	16.50'	039°11'04"	S22°04'28"W	11.07'
C10	11.28'	16.50'	039°11'00"	S17°06'38"E	11.07'
C11	2.39'	3.50'	039°11'00"	S17°06'38"E	2.35'
C12	22.13'	125.00'	010°08'38"	N87°24'33"E	22.10'
C13	67.33'	125.00'	030°51'39"	N66°54'25"E	66.52'
C14	68.56'	125.00'	031°25'25"	N35°45'53"E	67.70'
C15	38.34'	125.00'	017°34'19"	N11°16'01"E	38.19'
C16	35.60'	50.00'	040°47'58"	S17°55'07"E	34.86'
C17	41.15'	50.00'	047°09'23"	S61°53'47"E	40.00'
C18	25.29'	50.00'	028°58'40"	N80°02'11"E	25.02'
C19	38.85'	50.00'	044°31'05"	N43°17'19"E	37.88'
C20	84.33'	50.00'	096°38'24"	N27°17'26"W	74.69'
C21	17.72'	13.00'	078°05'29"	N36°33'53"W	16.38'
C22	117.81'	75.00'	090°00'00"	N47°28'52"E	106.07'
C23	17.72'	13.00'	078°05'29"	S41°31'36"W	16.38'
C24	50.25'	50.00'	057°35'03"	N51°46'50"E	48.16'
C25	48.97'	50.00'	056°07'04"	N05°04'14"W	47.04'
C26	74.35'	50.00'	085°11'58"	N75°43'45"W	67.69'
C27	41.09'	50.00'	047°05'13"	S38°07'39"W	39.94'
C28	10.56'	50.00'	012°06'11"	S08°31'57"W	10.54'
C29	17.72'	13.00'	078°05'33"	S41°31'38"W	16.38'
C30	58.60'	50.00'	067°09'06"	N46°59'51"E	55.30'
C31	57.70'	50.00'	066°07'06"	N19°38'15"W	54.55'
C32	35.55'	50.00'	040°44'31"	N73°04'03"W	34.81'
C33	31.47'	50.00'	036°03'35"	S68°31'54"W	30.95'
C34	41.87'	50.00'	047°58'58"	S26°30'38"W	40.66'
C35	17.72'	13.00'	078°05'29"	S48°28'24"E	16.38'
C36	47.90'	50.00'	054°53'25"	N36°52'22"W	46.09'
C37	63.48'	50.00'	072°44'52"	S79°18'30"W	59.31'
C38	52.84'	50.00'	060°32'54"	S12°39'37"W	50.41'
C39	35.83'	50.00'	041°03'41"	S38°08'41"E	35.07'
C40	25.17'	50.00'	028°50'37"	S73°05'50"E	24.91'
C41	35.50'	125.00'	016°16'24"	S05°39'20"E	35.38'
C42	80.45'	125.00'	036°52'40"	S32°13'52"E	79.07'
C43	2.27'	125.00'	001°02'23"	S51°11'24"E	2.27'
C44	34.67'	125.00'	015°53'27"	S59°39'19"E	34.56'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C45	87.96'	75.00'	067°11'38"	S31°06'57"E	83.00'
C46	3.78'	75.00'	002°53'16"	S66°09'24"E	3.78'
C47	13.71'	125.00'	006°16'57"	S64°27'34"E	13.70'
C48	62.04'	125.00'	028°26'08"	S47°06'02"E	61.40'
C49	49.89'	125.00'	022°52'07"	S21°26'54"E	49.56'
C50	25.56'	125.00'	011°42'57"	S04°09'22"E	25.52'
C51	46.42'	75.00'	035°27'54"	S49°52'05"E	45.69'
C52	44.29'	75.00'	033°50'15"	S15°13'01"E	43.65'
C53	5.40'	13.00'	023°48'50"	N76°23'28"W	5.36'
C54	6.60'	13.00'	029°05'19"	N49°56'24"W	6.53'
C55	72.35'	50.00'	082°54'09"	N76°50'49"W	66.20'
C56	62.38'	50.00'	071°28'53"	S25°57'40"W	58.41'
C57	42.34'	50.00'	048°31'07"	S34°02'20"E	41.09'
C58	72.35'	50.00'	082°54'09"	N80°15'02"E	66.20'
C59	6.60'	13.00'	029°05'12"	N53°20'34"E	6.53'
C60	5.40'	13.00'	023°48'57"	N79°47'38"E	5.36'
C61	34.22'	175.00'	011°12'13"	S07°18'13"W	34.16'
C62	13.52'	175.00'	004°25'34"	S15°07'06"W	13.52'
C63	12.55'	225.00'	003°11'45"	S03°17'59"W	12.55'
C64	48.83'	225.00'	012°26'01"	S11°06'53"W	48.73'
C65	148.53'	75.00'	113°28'11"	S50°35'47"W	125.42'
C66	61.34'	125.00'	028°06'52"	S86°43'33"E	60.72'
C67	59.92'	125.00'	027°28'02"	N65°29'00"E	59.35'
C68	50.38'	125.00'	023°05'30"	N40°12'14"E	50.04'
C69	70.91'	125.00'	032°30'16"	N12°24'21"E	69.97'
C70	5.00'	125.00'	002°17'31"	N04°59'33"W	5.00'
C71	87.09'	75.00'	066°31'49"	N50°35'47"E	82.28'
C72	44.97'	125.00'	020°36'44"	S27°38'15"W	44.73'
C73	60.15'	125.00'	027°34'16"	S51°43'45"W	59.57'
C74	40.03'	125.00'	018°20'48"	S74°41'18"W	39.86'
C75	32.78'	225.00'	008°20'51"	S88°02'07"W	32.75'
C76	1.43'	225.00'	000°21'48"	N87°36'33"W	1.43'
C77	26.61'	175.00'	008°42'39"	S88°13'01"W	26.58'
C78	29.74'	50.00'	034°05'01"	N19°36'51"E	29.31'
C79	90.96'	50.00'	104°14'16"	N88°46'30"E	78.93'
C80	58.24'	50.00'	066°44'02"	S05°44'21"E	55.00'
C81	46.28'	50.00'	053°02'10"	S54°08'45"W	44.65'
C82	17.72'	13.00'	078°05'29"	N41°37'06"E	16.38'
C83	2.05'	3.00'	039°11'04"	S72°58'49"W	2.01'
C84	11.28'	16.50'	039°11'04"	S72°58'49"W	11.07'
C85	11.28'	16.50'	039°11'04"	N67°50'07"W	11.07'
C86	2.05'	3.00'	039°11'04"	N67°50'07"W	2.01'
C87	126.23'	180.00'	040°10'54"	S18°26'06"E	123.66'

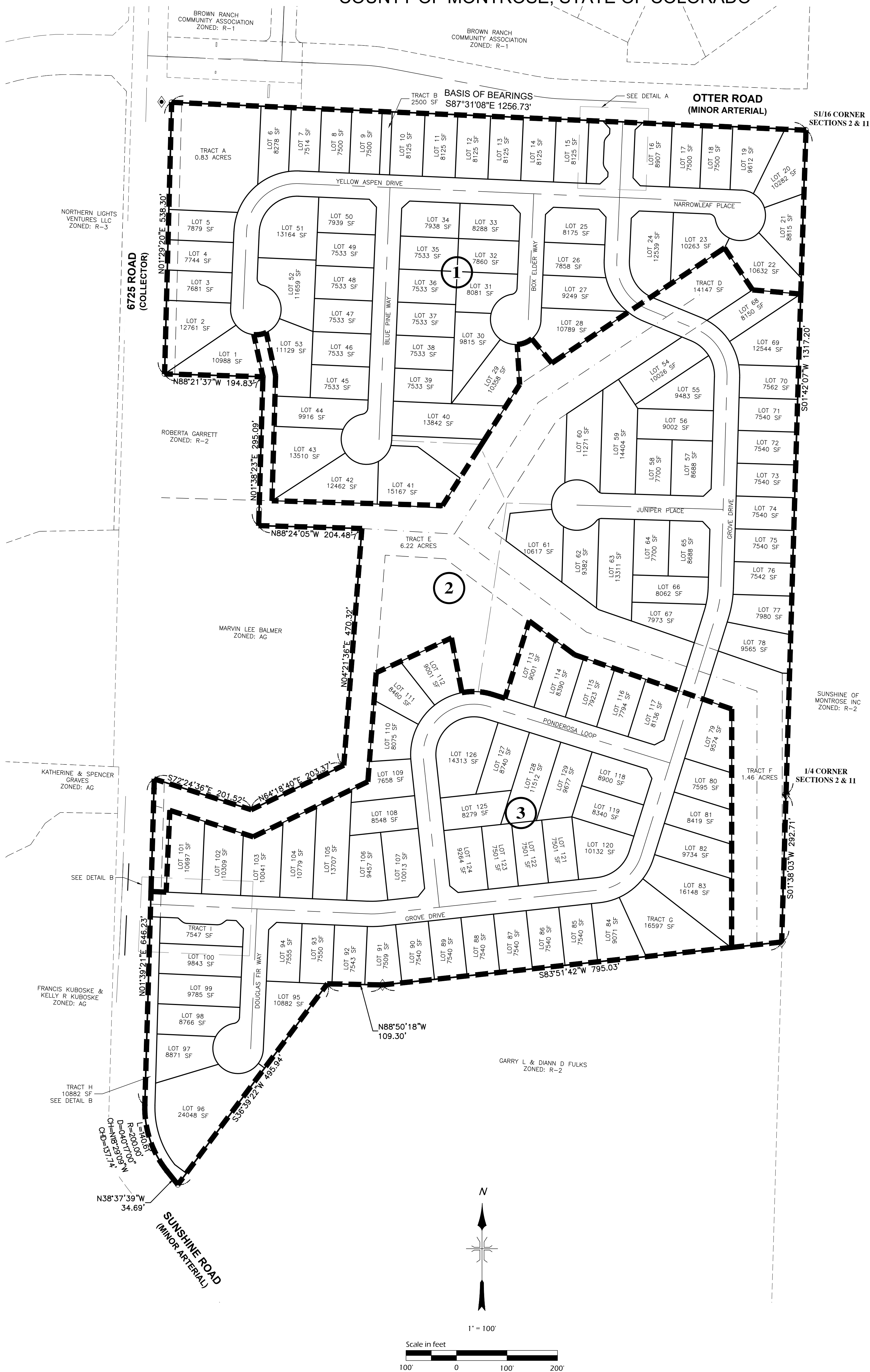
NOTICE: According to Colorado Law (13–80–105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX www.delmont.com service@delmont.com			TITLE:	THE GROVE SUBDIVISION	
			CLIENT:	CHRIS KOCH	
FIELD BOOK:	DRAWN BY:	DATE:	2023-02-22	ADDRESS & PHONE:	2049 BROOK WAY MONTROSE, CO 81403
SHEET:	FILE:	JOB NO:			
3 of 4	22093V_PLAT_PRE.DWG	22093	TYPE:	PRELIMINARY PLAT	

THE GROVE SUBDIVISION

PRELIMINARY PLAT

SITUATED IN SECTIONS 2 & 11, TOWNSHIP 48 NORTH, RANGE 9 WEST, N.M.P.M.,
COUNTY OF MONTROSE, STATE OF COLORADO



PHASE SUMMARY

PHASE 1 = 53 LOTS
PHASE 2 = 25 LOTS
PHASE 3 = 51 LOTS
TOTAL = 129 LOTS

① = PHASE NUMBER

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

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX www.delmont.com service@delmont.com		TITLE:	THE GROVE SUBDIVISION
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4 of 4	22093V_PLAT_PRE.DWG	22093	TYPE: PRELIMINARY PLAT



CITY OF MONTROSE

Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Planning Manager
DATE: April 3, 2023
RE: Land Use Code Consolidation and Update

ATTACHMENTS:

- Exhibit A: Redlined Land Use Code Update - Draft ([Click HERE for link](#))
- Exhibit B: Clean Land Use Code Update - Draft ([Click HERE for link](#))

City Council Consideration

City Council is considering legislative code amendments to the Land Use code for the City of Montrose. The purpose of the proposed code amendments is to consolidate the existing land use code into one title, eliminate redundancies, and modernize for clarity and readability.

Proposed schedule:

April 3, 2023: Council Work Session Overview
April 17, 2023: Public/Stakeholder Open House
May 2, 2023: City Council 1st Reading
May 16, 2023: City Council 2nd Reading

*Schedule subject to change

Project Background:

Project Purpose

City staff and Plan Tools LLC have undertaken a major land use code update process in order to consolidate the City of Montrose's existing land use code into one Title within the Montrose Municipal Code, thereby eliminating redundancies and modernizing the code for clarity and readability. Planning and land use regulations are currently dispersed throughout several areas



of the Montrose Municipal Code and Montrose Regulations Manual. While a bulk of land use and planning topics, such as zoning regulations and subdivision standards are housed within Title 4 (Building Regulations), there are also several sections within Title 4 (Land Use and Building Regulations) of the Montrose Regulations Manual, such as Annexation Policy and Site Development standards. The list of titles, chapters, and sections from the Montrose Municipal Code and Montrose Regulations Manual that are being consolidated are below. These titles, chapters, and sections are being struck through in their current respective areas, and will be incorporated into the newly proposed title.

Montrose Municipal Code

- Title II Planning Commission
- Chapter 4-2 Floodplain Management
- Chapter 4-4 Zoning
- Chapter 4-7 Subdivision Regulations
- Chapter 4-12 Mobile Home and Travel Home Regulations
- Chapter 4-13 Outdoor Lighting
- Chapter 4-14 Adult Business Regulations
- Chapter 4-15 Historic Preservation
- Section 4-1-12 Site development and maintenance requirements
- Section 4-1-13 Use of City right-of-way for parking
- Section 4-1-15 Supplemental site development standards for Highway Corridors
- Section 4-1-16 Supplemental site development standards for large retail development

Montrose Regulations Manual

- Chapter 3-7 Antenna, Tower and Telecommunications Facilities Location
- Chapter 4-2 Site Development Standards
- Chapter 4-5 Large Retail Site Development Standards

Having different land use sections scattered throughout the Municipal Code and Regulations Manual creates confusion and redundancy for developers trying to understand code requirements for their proposals. It can also create confusion at a staff level where redundancies exist but there is a lack of clear consistency. This consolidation effort will eliminate the need to jump from different titles in the existing Municipal Code, as well as the Regulations Manual. The consolidation process will bring all land use topics under a new title, which is proposed to be Title 11. There will be 15 chapters housed under Title 11 of the Municipal Code, and these are reflected below.



Title XI LAND DEVELOPMENT

Chapter 1:	General Provisions
Chapter 2:	Planning Commission
Chapter 3:	Historic Preservation
Chapter 4:	Development Review Procedures
Chapter 5:	Subdivision Regulations
Chapter 6:	Floodplain Management
Chapter 7:	Zoning Regulations
Chapter 8:	Site Development Standards
Chapter 9:	Outdoor Lighting
Chapter 10:	Signs
Chapter 11:	Supplementary Uses
Chapter 12:	Adult Businesses
Chapter 13:	Mobile Homes and Travel Homes
Chapter 14:	Wireless Communications
Chapter 15:	Definitions

City staff has linked the Redlined Code Update Draft on page one of this report within the Attachments section, as well as the Clean Code Update Draft. This was done for transparency to clearly reflect what is being added and removed. These documents, along with a description of the project from the consultant, Plan Tools, LLC, can also be found at <https://www.plan-tools.com/Community/Home.asp> within the Project Portal.

Legal Compliance

While going through this code consolidation process, it was found that some areas of the code were due for updates based on federal and/or state laws. One example of this is the federal Fair Housing Act, which requires that local governments be prepared to make reasonable accommodations in order to permit housing for certain protected individuals. This is more specifically outlined in proposed Section 11-1-9. In addition, Group Homes, which are not clearly defined in the current code, are now clearly defined in the proposed code update in order to provide clarity that legal compliance with the Federal Housing Act is met. The code update is proposing to allow for Group Homes of up to eight handicapped or disabled residents to locate in a zoning district that allows for single-family residential uses. Any more than eight residents and a Group Home would require a Conditional Use Permit. Another amendment related to legal compliance is specific to wireless communications and cell towers, more specifically related to federal review timelines and standards. These changes are outlined in proposed Chapter 14. There have also been other code sections that have been updated for legal clarity, albeit minor and non-substantive in nature.



Clarity and Consistency

A key piece of this consolidation process was to make sure the code was clear and consistent throughout. The existing code has several sections with redundancy, and that can create vagueness to users of the land use code. Redundancies have been eliminated where applicable, and clarity has been added where needed. A good example of this is within proposed Chapter 4 (Development Review Procedures). In the existing code, there is little reference to the process of applications and when applications are deemed withdrawn or expired. The proposed code update requires that if the Applicant of a development application fails to respond to staff comments within 90 days, the application is deemed withdrawn, and a new application must be submitted. This 90-day threshold is fairly standard among other jurisdictions, and provides a clear timeline for both City staff and developers. Should the Applicant have something that is holding the project up (such as infrastructure issues or title discrepancies), they can formally request extensions to that 90-day timeline.

Furthermore, in the current code, very few development application types have specific timelines for approval validity. For the purposes of this code update, staff found it appropriate to clearly outline approval durations, which is reflected in proposed Section 11-4-8. This proposal provides clarity and consistency as it relates to how long a development approval is valid for. As land use conditions, codes, and standards change over time, staff feels that there is a need to clearly articulate how long approvals are valid for. This will help in avoiding decades old projects coming to fruition under old approvals that no longer match with current code standards.

As it relates to mobile homes, manufactured homes, and modular housing, the current code definitions are not fully clear or accurate. With the proposed update, these definitions have been refined (as reflected in Section 11-15-10) to clearly distinguish the differences. Mobile homes are moveable homes that were constructed prior to 1976 when HUD (Housing and Urban Development) standards came into effect. Manufactured homes are HUD approved homes that can be sited on a permanent or temporary foundation and are affixed with a HUD approved label. Modular housing meets or exceeds the City's building code standards (which is not the case for HUD standards) and is affixed with a state approved label reflecting compliance with international building codes. In addition, modular housing can also only be situated on a permanent foundation.

Modernization

There are minimal charts within the current code, and many of the references that need to be found specific to application processing requirements, notification requirements, and allowed uses are in the narrative of specific sections that are sometimes difficult to find or understand. As such, charts have been added to the proposed land use code that clearly display specific



requirements. As proposed, Table 1.1 within Chapter 4 clearly outlines the requirements (from start to finish) of all application types. This chart clearly articulates when applications are administrative, or if public hearings or City Council decisions are required.

In addition, as proposed, Sections 11-7-6 (G) & (H) clearly identify what uses are allowed in what zoning districts and whether they are permitted or conditional uses. The proposal is not adding or eliminating uses, nor is it changing where certain uses are allowed to be located. However, the tables help with visualization and efficiency by having all uses outlined in a single area of the code, instead of scattered throughout several different code sections.

Next Steps

Staff is considering this current update and consolidation proposal as “Phase 1” of what will be a multi-phase code update process. As indicated, the purpose of Phase 1 is to consolidate and modernize. There are few substantive changes from the existing code and land use practices within the City. This was done intentionally so as to not hold up the consolidation process by bringing more substantive changes that will likely require additional City Council discussion and work sessions. Those notable substantive changes are as follows:

- Federal Housing Act & Group Homes (previously discussed above and located within Section 11-1-9 and 11-11-2).
- Wireless Communications and Cell Towers (previously discussed above and located within Chapter 11-14).
- Formalization of duration of approval timelines for development applications and review timelines and extensions, which are currently ill defined (reflected in Section 11-4-5 and Section 11-4-8).
- Clear definitions of Mobile Homes, Manufactured Homes, and Modular Housing (reflected in Chapter 11-15-10).
- Mailed Public Notice (expansion of the public mailing boundary for Planning Commission meetings from 100 feet to 300 feet; reflected in Section 11-4-3(D)(3)).
- Clarity in the case that there is a tie vote at Planning Commission (in the event that Planning Commission fails to pass a motion, an application moves on to Council with no recommendation; reflected in Section 11-2-2).

Future phases of this code update process will look at more into substantial changes that will bring the code more in line with the Comprehensive Plan. As outlined in Action 1.1 of the Comprehensive Plan’s Implementation Plan “the City’s land use codes and ordinances should be updated to conform to the Comprehensive Plan and support a timely and reasonable development review process.” As such, staff will be looking at specific action items that help achieve this goal as it relates to infill and redevelopment, housing, and open space, among



many other topics. Phase 1 is really seen as the building block; without it, any substantive changes may add even more confusion to the existing code.

