



CITY COUNCIL WORK SESSION
Monday, August 15, 2022 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers, and the meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer>.

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) INTRODUCTION OF NEW CITY EMPLOYEES

- Ben Morris – City Attorney
- Jace Hochwalt – Planning Manager
- Zach Johnson – Trash & Recycle Operator
- Tim Hanscom – Parks & Special Projects Worker
- Amy Wellington – Police Records Technician, Incident Report Processing

2) DISCUSSION ITEMS

- A) MOU with Montrose Veterans Memorial Coalition (15 minutes)
Staff: Public Works Manager Jim Scheid 2-14
- B) Council Chambers Dias Construction Contract Award Recommendation (15 minutes)
Staff: Public Works Manager Jim Scheid 15-16
- C) Amendment of Community Development Block Grant Contract for Black Canyon Boys & Girls Club (15 minutes)
Staff: Community Engagement Specialist Ross Valdez 17-20

3) GENERAL CITY COUNCIL DISCUSSION

4) STAFF COMMENTS

AUTHORIZATION RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
Cc: William Bell City Manager, Ann Morgenthauer Deputy City Manager,
Dan Payne Parks Superintendent
FROM: Jim Scheid Public Works Manager
DATE: August 15, 2022
Subject: MOU with Montrose Veterans Memorial Coalition



Action

Consider approval of a Memorandum of Understanding (MOU) with Montrose Veterans Memorial Coalition that would allow the City of Montrose and the Montrose Veterans Memorial Coalition (Veterans) to collaborate to create the “Montrose Veterans Plaza” within the City’s Cerise Park as shown in the attached MOU.

Background

The Veterans have been working with City Staff to evaluate the potential location of a memorial plaza and to review the conceptual level drawings of the project that were provided by the Veterans. City Staff agree that the location proposed for the memorial would fit the intended use of the park and would allow for the memorial to be recognized during unrelated events that are occurring in the park.

This MOU allows the use of the City property as shown in Exhibit A and dedicates the completed memorial to the City for maintenance and care.

This MOU will allow the Veterans to begin fund raising for the project. The fund raising will allow them to move forward with design and ultimately generate completed construction documents for City review and cost estimating of the full scope of work.

Net Financial Impact

There is no financial impact to the City other than City Staff’s time necessary in the design process. In the future, after the completion of the construction documents and cost estimating the Veterans may have a request for financial support from the City.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MONTROSE AND THE MONTROSE VETERANS
MEMORIAL COALITION**

I) PARTIES

- i) This Memorandum of Understanding (hereinafter "MOU") is made by and between the **CITY OF MONTROSE**, a Colorado home rule municipal corporation ("City"), with a mailing address of P. O. Box 790, Montrose, Colorado 81402, and the **MONTROSE VETERANS MEMORIAL COALITION**, a Colorado nonprofit corporation with a mailing address of c/o Welcome Home Alliance for Veterans, 4 Hillcrest Plaza Way, Montrose, Colorado 81401 (sometimes herein referred to individually and generically, as a "Party" and, collectively, as "Parties").

II) BACKGROUND AND PURPOSE OF MOU

- i) The City of Montrose and the Montrose Veterans Memorial Coalition desire to collaborate to create the "MONTROSE VETERANS PLAZA" within the City's Cerise Park as defined in **Exhibit A**. This MOU defines the responsibilities of each Party.

III) CITY'S RESPONSIBILITIES

During the term of this MOU, the City shall:

- i) Provide utilization of City property as shown in Exhibit A.
- ii) Review and approve improvements prior to construction.
- iii) Accept ownership of the improvements described herein, after proper completion thereof.
- iv) Maintain and care for the "Montrose Veterans Plaza" starting at the time of acceptance, into perpetuity.

IV) THE MONTROSE VETERANS MEMORIAL COALITION RESPONSIBILITIES

During the term of this MOU, The Montrose Veterans Memorial Coalition shall:

- i) Provide a complete design package of the "Montrose Veterans Plaza" for City review and approval, including, but not limited to, electrical and irrigation.
- ii) Raise Funds for the project shown in Exhibit A, as needed.
- iii) Once funds are raised, manage contractors for the complete construction project.
- iv) Construction shall not begin until enough funds are raised to fund the entire

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project.

- v) Cooperate with the City to ensure contractors are performing work to the standards of the City.
- vi) During construction, maintain any improvements made within the "Montrose Veterans Plaza" until the project is completed, and the improvements have been donated.
- vii) Donate any improvements made in the "Montrose Veterans Plaza" to the City of Montrose after construction is complete.

V) JOINT RESPONSIBILITIES

- i) During the term of this MOU, each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

VI) EXPENSES

- i) Each Party to this MOU shall bear its own expenses. No transfer of money is expected between the Parties.

VII) TERM OF MOU

- i) This MOU shall be effective as of the date of signature last made hereon, and shall remain in effect for one (1) year from date of signature. Renewal shall be automatic, and take place on an annual basis until the "Montrose Veterans Plaza" is complete or until termination of this MOU as set forth herein.
- ii) Either Party may, in its sole and absolute discretion, and at any time, terminate this MOU without any liability to the non-terminating Party until work begins on the "Montrose Veterans Plaza," except as stated herein. Termination shall be accomplished by sending written notice pursuant to the Notice provisions of this MOU.
- iii) After such work begins, the City may, at its sole option, require the Montrose Veterans Memorial Coalition to either complete the work contemplated by this MOU, or pay over to the City the remaining funds necessary for completion of the work, in the event the Montrose Memorial Coalition fails to comply with any terms herein, or to diligently pursue completion of the work. The City shall then use the remaining funds to cause completion of the work, as necessary.

VIII) GOVERNING LAW

- i) The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this MOU, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

IX) INDEMNIFICATION

- i) To the fullest extent permitted by law, The Montrose Veterans Memorial Coalition agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services provided by the City to The Montrose Veterans Memorial Coalition hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the City or any subcontractor of the City, or any officer, employee, representative, or agent of the City or of any subcontractor, or any other person for which City is responsible. The Montrose Veterans Memorial Coalition shall investigate, handle, respond to, and provide defense for, and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees.

X) NOTICES

- i) *Requirement of a Writing; Permitted Methods of Delivery.* Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this MOU shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this MOU is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- ii) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this MOU or to another Addressee or another address as designated by a Party in a Notice pursuant to this Section.
- iii) *Effectiveness of a Notice.* Except as provided elsewhere in this MOU, a Notice is effective only if the Party giving the Notice has complied with subsections (a) and (b) and if the Addressee has received the Notice.

XI) COUNTERPARTS

- i) This MOU may be executed in any number of counterparts, each of which shall be

deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this MOU to produce or account for more than one (1) such counterpart.

XII) WHOLE AGREEMENT

This MOU represents the entire understanding of The Montrose Veterans Memorial Coalition and the City in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements or discussions between them (whether written or oral) with respect of the subject matter hereof.

XIII) SEVERABILITY

If any provision of this MOU is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this MOU to fulfill as closely as possible the original intents and purposes of this MOU.

XIV) ASSIGNMENT

- i) *No Assignments.* Neither Party may assign any of its rights under this MOU, except with the prior written consent of the other Party. That Party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, (i) a "change of control" is deemed an assignment of rights; and (ii) "merger" refers to any merger in which a Party participates, regardless of whether it is the surviving or disappearing corporation.
- ii) *No Delegations.* No Party may delegate any performance under this MOU.
- iii) *Ramifications of Purported Assignment or Delegation.* Any purported assignment of rights or delegation of performance in violation of this Section is void.
- iv) This MOU binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

XV) TABOR CLAUSE

The Parties agree that the City's payment of any monies, or provision of services requiring a financial commitment under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or

equitable cause of action whatsoever.

XVI) THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity, other than the signatories.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective officers thereunto duly authorized, all as of the date set forth beneath their respective signatures. This MOU shall become effective as of the date of signature last made hereon.

Accepted and Agreed to by:

CITY OF MONTROSE, COLORADO

By: _____

Its: _____

Date: _____

Attest:

Lisa DelPiccolo, City Clerk

Attest:

_____, its _____

THE MONTROSE VETERANS
MEMORIAL COALITION

By: Mike Trickey

Its: MIKE TRICKY

Date: 7/28/22

By: J. Bob Brueske

Its: J. Bob BRUESKE

Date: 7/28/2022

By: Amy Eitling

Its: Amy Eitling

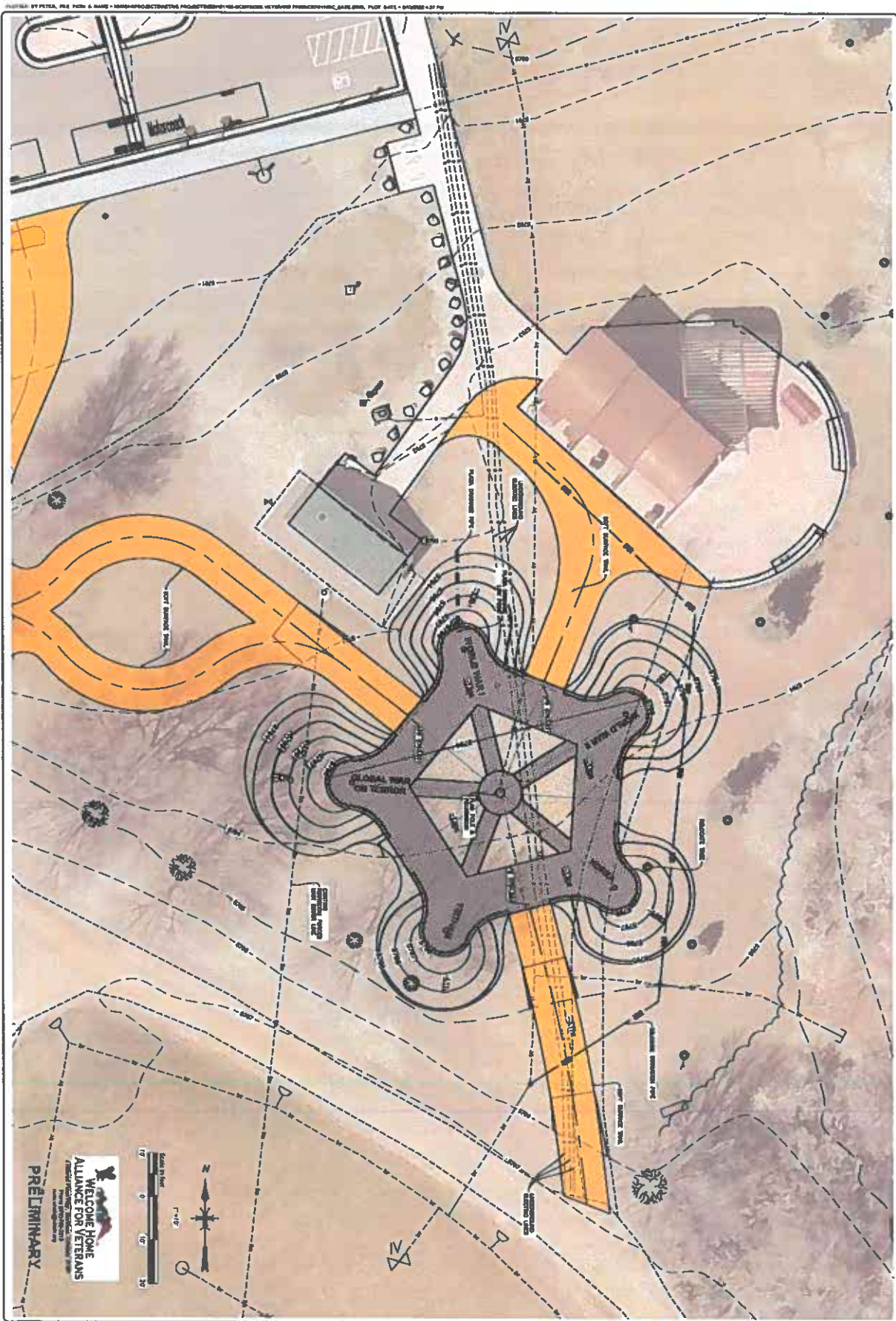
Date: 28 July 2022

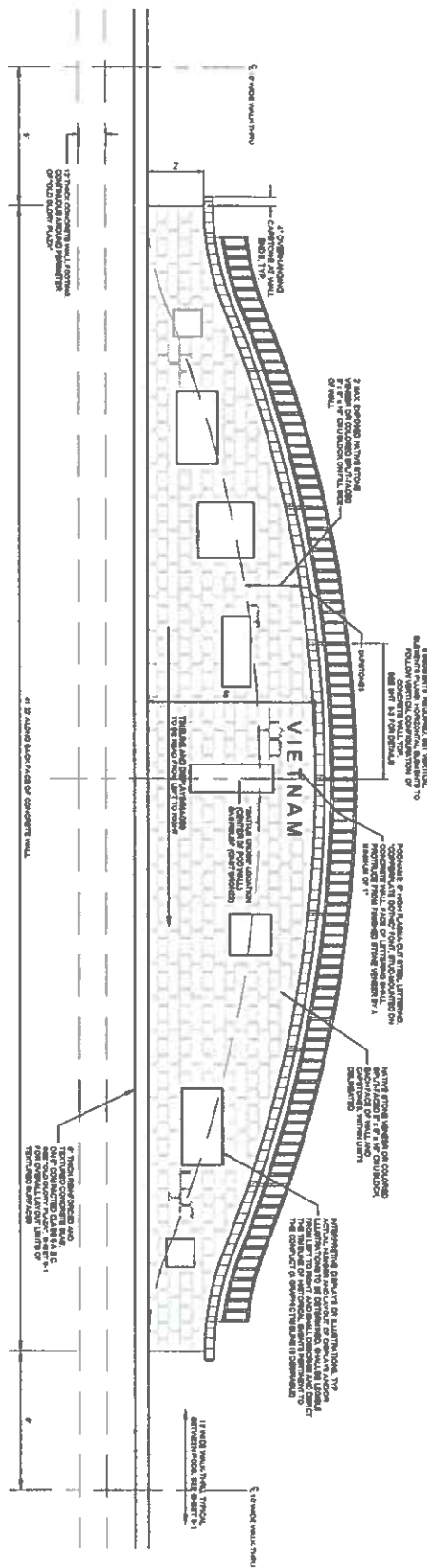
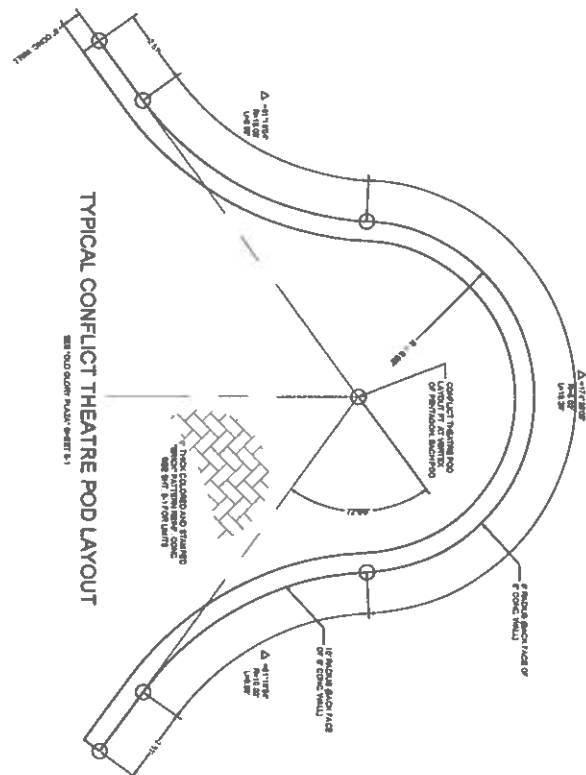
By: April Heard - Treasurer

Its: April Heard

Date: 28 July 2022

EXHIBIT A
Preliminary Plan Set





TYPICAL CONFLICT THEATRE POD ELEVATION

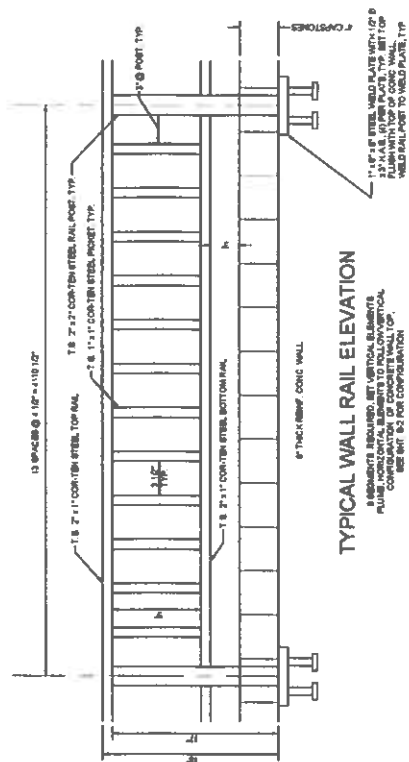
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PRELIMINARY

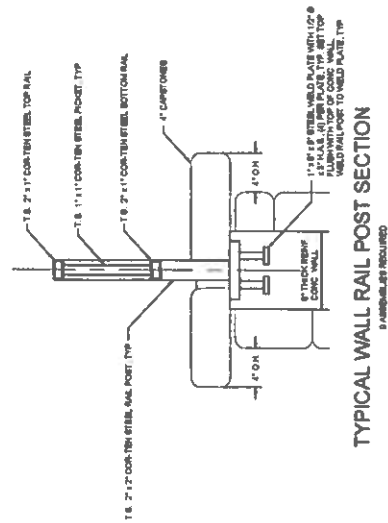
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MONTROSE VETERANS MEMORIAL COALITION
MONTROSE VETERANS PLAZA
TYPICAL CONFLICT THEATRE POD LAYOUT AND ELEVATION

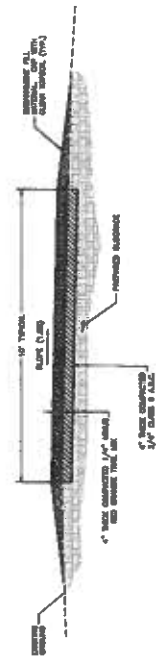




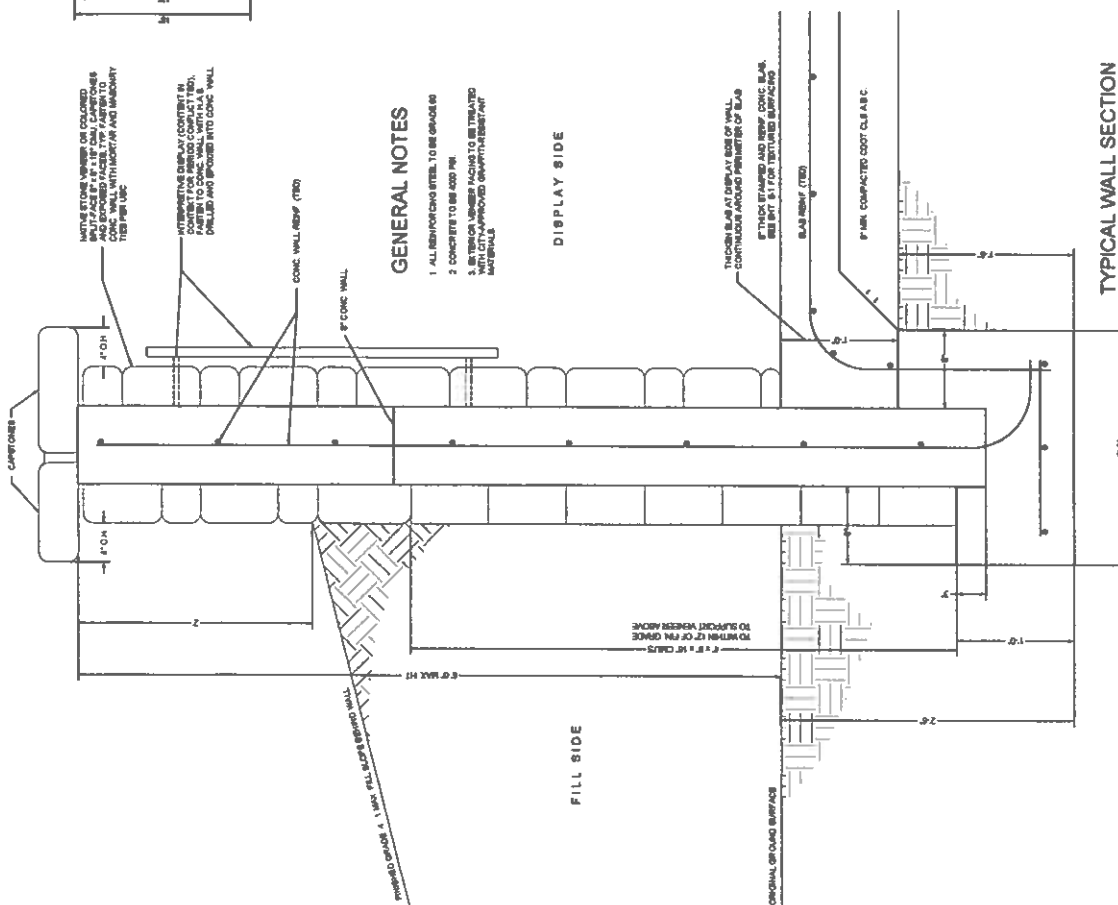
TYPICAL WALL RAIL ELEVATION



TYPICAL WALL RAIL POST SECTION



TYPICAL SOFT SURFACE TRAIL SECTION



TYPICAL WALL SECTION

PRELIMINARY

CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Manager
DATE: August 15, 2022
RE: 22-019 Council Chambers Security Improvements Contract award Recommendation
CC: William Bell, Ann Morgenthaler, Shani Wittenberg, Mark Armstrong

Action

Consider the award of a Construction Contract to Stryker & Company Inc. in the amount of **\$237,519.49** for the completion of the council chambers security improvements project.

Background

The City contracted Blythe Group in February of 2022 to participate in design meetings with City Council and City Departments to discuss security needs and utilization of the Chambers. From these meetings Blythe Group generated construction documents that include adjusting the position of the dais and improving the security of the chambers.

The City of Montrose issued an RFP in July of 2022 for the construction of the new dais and the installation of new carpet and paint on the first and second floor of the building. One qualified bid package was received for this project. Stryker and Company's bid proposal is complete and within the expected range of costs.

Contractor	Scope of work / Product	Price
Stryker & Company Inc.	General Contracting/Construction Services	\$237,519.49
	Owner's Contingency 10%	\$23,751.95
Total:		\$261,271.44

The construction schedule that was proposed by Stryker and Company is a 14 week construction timeline which is what was expected within the RFP but Stryker has proposed that the construction starts in January of 2023 and concludes in April in lieu of starting in October of 2022 and concluding in January of 2023. City staff is recommending accepting the adjusted construction timeline and awarding to Stryker and Company.

Contract Administration and Project Financials

This project was included in the 2022 budget in the amount of \$260,000.00 and if the contract is awarded, the \$260,000 would need to be transferred to the 2023 budget to allow for the work to be completed in 2023 in lieu to 2022.



CITY OF MONTROSE

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: August 15, 2022
RE: Black Canyon Boys & Girls Club – Amendment of CDGB Contract
ATTACHMENTS: Request to Amend Contract Letter; San Juan Cinema Remodel Sketch

Background

We ask that you please consider an amendment to the contract between the City of Montrose and DOLA for Community Development Block Grant project 20-508, named *Montrose Boys and Girls Club Facility Construction*, and executed on December 7, 2021.

The City applied for and was awarded a Community Development Block Grant for the construction of a new Black Canyon Boys & Girls Club (BCBGC) facility in Montrose. Due to the rising cost of construction, building a new facility has become financially unfeasible for BCBGC. In order to fulfill the objective of the grant, BCBGC would like to purchase the property at 1869 E Main St, also known as San Juan Cinema, and renovate it for their intended use.

The estimated cost of building a new facility is over \$6M and would offer 9,000 square feet of space. The purchase of the existing property along with renovation of the building is estimated to cost a total of \$2.85M. Once renovations are completed, the facility would offer 23,000 square feet. This will allow the BCBGC to increase the number of community members served, while also ensuring that programs are accessible for low/middle income families due to the significant cost difference.



CITY OF MONTROSE

David Frank, Mayor
Barbara Bynum, Mayor Pro Tem
David Glaspell, City Council
J. David Reed, City Council
Ed Ulibarri, City Council

August 16, 2022

EMAIL DELIVERY

Department of Local Affairs - Division of Local Government
Patrick Rondinelli
1313 Sherman Street, Suite #518
Denver, CO 80203

Re: Amendment of CDBG Contract for Black Canyon Boys & Girls Club

Dear Mr. Rondinelli,

We ask that you please consider an amendment to the contract between the City of Montrose and DOLA for Community Development Block Grant project 20-508, named *Montrose Boys and Girls Club Facility Construction*, and executed on December 7, 2021.

The Black Canyon Boys & Girls Club (BCBGC) would like to purchase an existing property in the City of Montrose and renovate it for their intended use in place of building a new facility as originally agreed. The rising cost of construction has made building a new facility financially unfeasible for BCBGC. The budget for the proposed building is over \$6M, which would include a \$2.5M loan over 40 years. The repayment of the loan would cost BCBGC \$10,000 each month, which would increase the annual budget by over 20%. To combat the monthly debt, BCBGC would need to increase dues or the number of members. Neither option is guaranteed to be successful.

The cost of construction has also reduced the square footage of the project so much that BCBGC would not be able to meet its deliverable of doubling the number of participants. This includes a reduction to a half gym, a smaller teen space, and the removal of arts and crafts space. In the meantime, another opportunity has presented itself in the building located at 1869 E Main St, also known as the San Juan Cinema. This property allows BCBGC to establish itself in a permanent location while also fulfilling the intent of the CDBG by serving low/moderate income families and doubling the number of children served due to a significant increase in usable space.



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The price of the building is \$1.85M with renovations projected to be another \$1M. BCBGC would like to use the \$600,000 award towards the purchase of the building along with \$1.25M of their own funds. BCBGC would have approximately \$250,000 left to renovate the building and will work with local banks and lending agencies to borrow the remaining \$750,000.

The San Juan Cinema is not an obvious option to address BCBGC's problems, but their architect has come up with a creative solution that will meet the needs of the organization and its participants. BCBGC will inherit two tenants which will allow for approximately \$75,000 of passive income per year. When one business moves out, BCBGC will utilize the space for administration and storage. When the other business moves out, BCBGC will utilize the space for elementary-aged youth. These additions will increase the square footage of BCBGC to 23,000 sqft. In comparison, the original project has been shrunk down to 9,000 sqft. This building would also not have a large debt to service which would allow BCBGC to serve more low/moderate income youth while providing better visibility and easier access.

The City of Montrose would like to adjust the agreement, including the scope of work, to reflect that the award be used for the purchase of 1869 E Main Street. The current closing date for the purchase of 1869 E Main St is September 22nd, 2022. It is our belief that this amendment will allow BCBGC to increase and preserve their ability to provide much-needed programming as well as services for youth and families in our community. We appreciate your consideration of our request and look forward to hearing from you.

Sincerely,

Dave Frank
Mayor, City of Montrose

