



CITY COUNCIL WORK SESSION
Monday, April 17, 2023 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer> and recordings of the meetings can be viewed at <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) INTRODUCTION OF NEW CITY EMPLOYEES (5 minutes)
 - Katie Parish - Animal Control Officer
 - Jon Sullivan - Public Works Special Events Manager
- 2) EAGLE SCOUT PROJECT PRESENTATION (10 minutes)
- 3) DISCUSSION ITEMS
 - A) Ordinance Clarifying Charter Qualifications for City Council Candidates (15 minutes)
Staff: Assistant City Attorney Matt Magliaro
 - B) 2023 Water Supply and Runoff Forecast (15 minutes)
Staff: City Engineer Scott Murphy
 - C) Block 93 Sewer Replacement Construction Contract (15 minutes)
Staff: City Engineer Scott Murphy
 - D) Street Light Upgrade Project and DMEA MOU Authorization (15 minutes)
Staff: Public Works Director Jim Scheid
 - E) MPSC Solar Panels Add Alternate Award Recommendation (15 minutes)
Staff: Public Works Director Jim Scheid
 - F) City Hall Facade Project Discussion (15 minutes)
Staff: Public Works Director Jim Scheid
 - G) Sanitary Sewer Rate Study Recommendation (10 minutes)
Staff: Utilities Manager David Bries
- 4) GENERAL CITY COUNCIL DISCUSSION
- 5) STAFF COMMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, CLARIFYING ARTICLE I, SECTION 7 OF THE CHARTER OF THE CITY OF MONTROSE, REGARDING QUALIFICATIONS FOR CANDIDATES TO THE OFFICE OF CITY OF MONTROSE COUNCILOR.

WHEREAS, the City of Montrose is a home rule city with all the authority vested by Article XX, § 6 of the Constitution of the State of Colorado, to include the “full right of self-government in both local and municipal matters,” *McCormick v City of Montrose*, 99 P.2d 969, 972 (Colo. 1940), and

WHEREAS, the Article I, § 2, of the Charter of the City of Montrose reserves to the City “all powers necessary, requisite or proper for the government and administration of its local municipal matters, and all powers which are granted to Home Rule Cities by the Constitution and Statutes of the State of Colorado” with the enumeration of certain powers not to be construed to deny to the City of Montrose and the people thereof any right or power granted to them by the Constitution of the State of Colorado, and

WHEREAS, “[a] municipal election is a matter of local concern over which a home rule city has plenary power” under Colo. Const. Article XX, § 6(d), *Englewood Police Ben. Ass'n, Fraternal Ord. of Police Lodge No. 22 v. City of Englewood*, 811 P.2d 464, 465 (Colo. App. 1990), and

WHEREAS, Colo. Const. Article XX, § 6(a) expressly authorizes a home rule municipality the power “to legislate upon, provide, regulate, conduct and control: a. [t]he creation and terms of municipal officers, agencies and employments; the definition, regulation and alteration of the powers, duties, qualifications and terms or tenure of all municipal officers, agents and employees;” and

WHEREAS, the Colorado Supreme Court has recognized by the adoption of Article XX as a state constitutional amendment that “the people of Colorado specifically granted citizens of home rule municipalities the right to name their own officers and determine how those officers should be selected, their qualifications, and their tenure” *FOP v City and County of Denver*, 926 P.2d 582, 587 (Colo. 1996), and

WHEREAS, learned treatises on statutory construction recognize that “[c]onstitutions are the supreme law of the land, and one of their outstanding features is flexibility and a capacity to meet changing conditions. Constitutional policy can provide a valuable aid to determine the legitimate boundaries of statutory meaning. Public policy which has a constitutional source can provide the basis for a broad or narrow statutory interpretation.” 2B Sutherland Statutory Construction, § 56:04 (7th Ed. West 2022), and

WHEREAS, courts have a duty to construe legislative enactments harmoniously where reasonable within a complicated system of enacted law, 2B Sutherland Statutory Construction, § 53:01 (7th Ed. West 2022), and

WHEREAS, the City has reserved the right to clarify Charter provisions via ordinance when necessary for the efficient administration of City of Montrose Government, and

WHEREAS, the City's Ordinances regarding the Charter are updated from time to time.

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

SECTION 1:

The following of Article I Governmental Powers and Legislative Officials, Section 7 of the Official Charter of the City of Montrose, Colorado is hereby clarified pursuant to Article X, Section 3 of the Charter to insert a usage footnote intended to guide a reviewing court of competent jurisdiction, to read in full as follows:

FN1 Standards of Interpretation: If any provision of the language of this section is subjected to challenge before a court of competent jurisdiction, the canon of constitutional avoidance to interpret the language of this section for harmony and constituency with all parts of the Constitution of the State of Colorado may be used without a predicate finding of ambiguity.

SECTION 2:

The City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Montrose and the inhabitants thereof.

SECTION 3:

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, to include Article X, Section 3 on Clarifying the Charter.

SECTION 4:

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6:

This Ordinance shall become effective as set forth in the City of Montrose Charter.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its passage on first reading on Tuesday, the ____ day of _____, 2023, at the hour of 6:00 p.m. Montrose City Council Chambers, Elks' Civic Building in Montrose, Colorado.

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

ATTEST:

Lisa DelPiccolo, City Clerk

, Mayor

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

, Mayor

ATTEST:

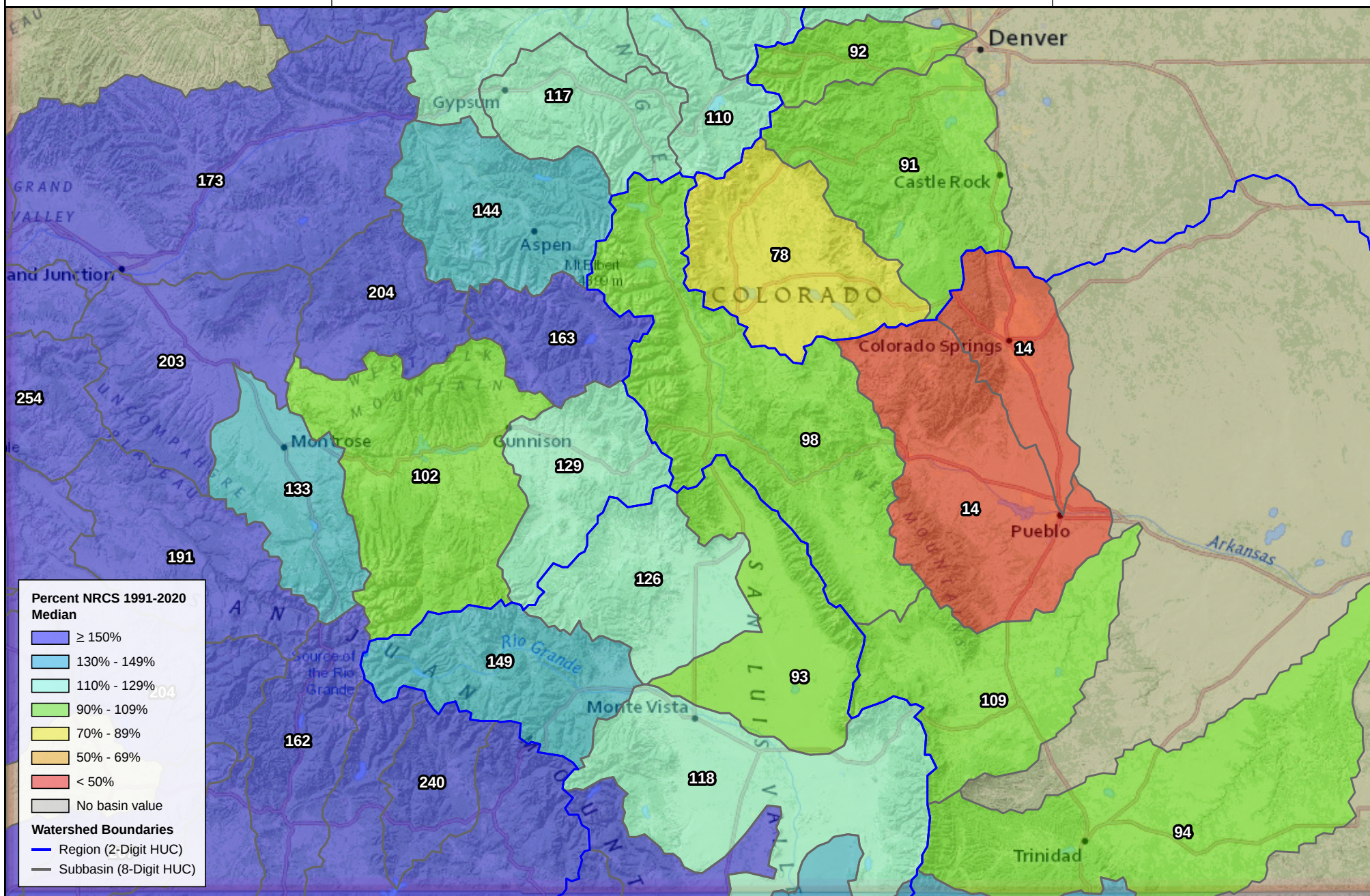
Lisa DelPiccolo, City Clerk

Snow Water Equivalent

Sub-Basin Totals

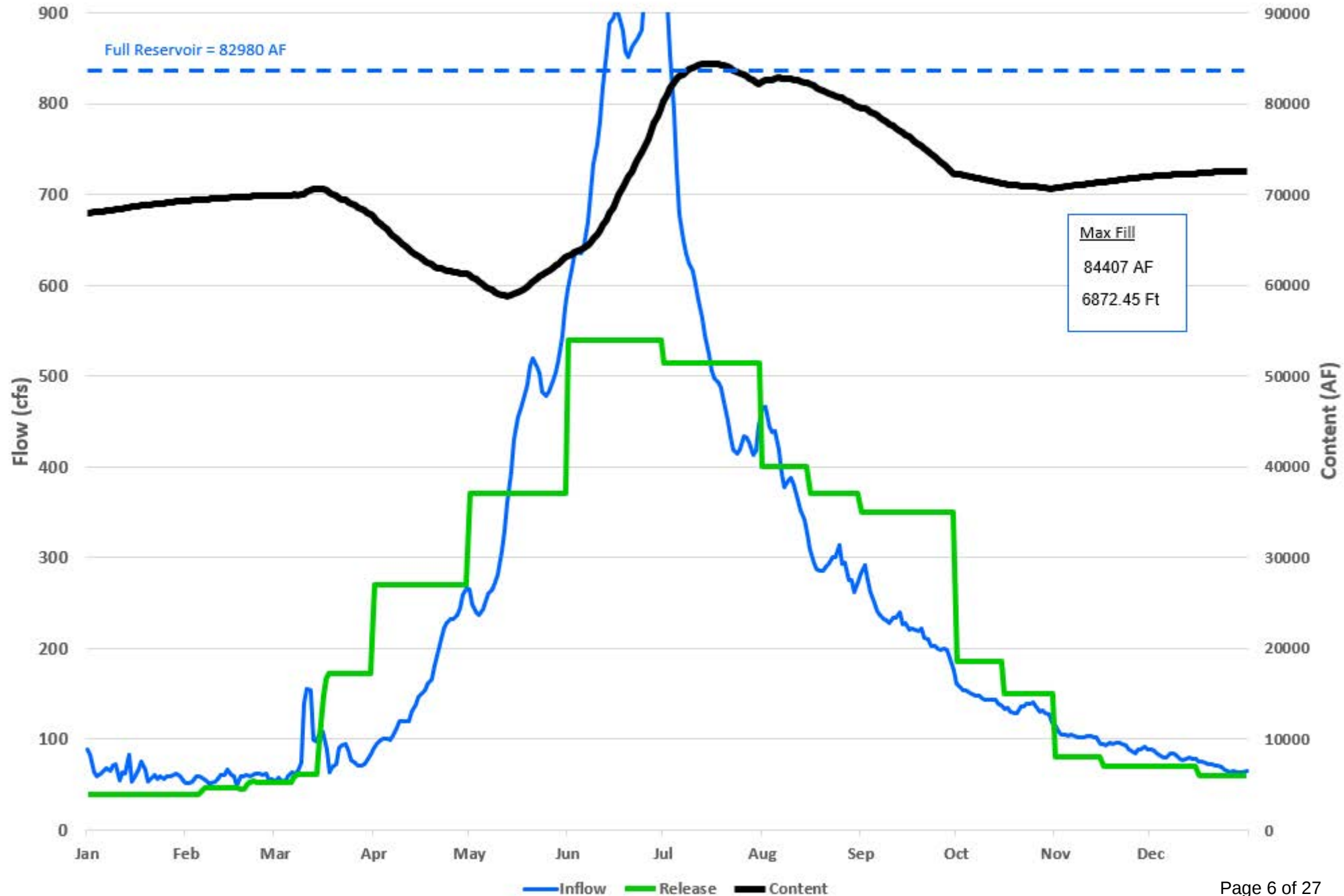
April 9, 2023, end of day

Percent NRCS 1991-2020 Median



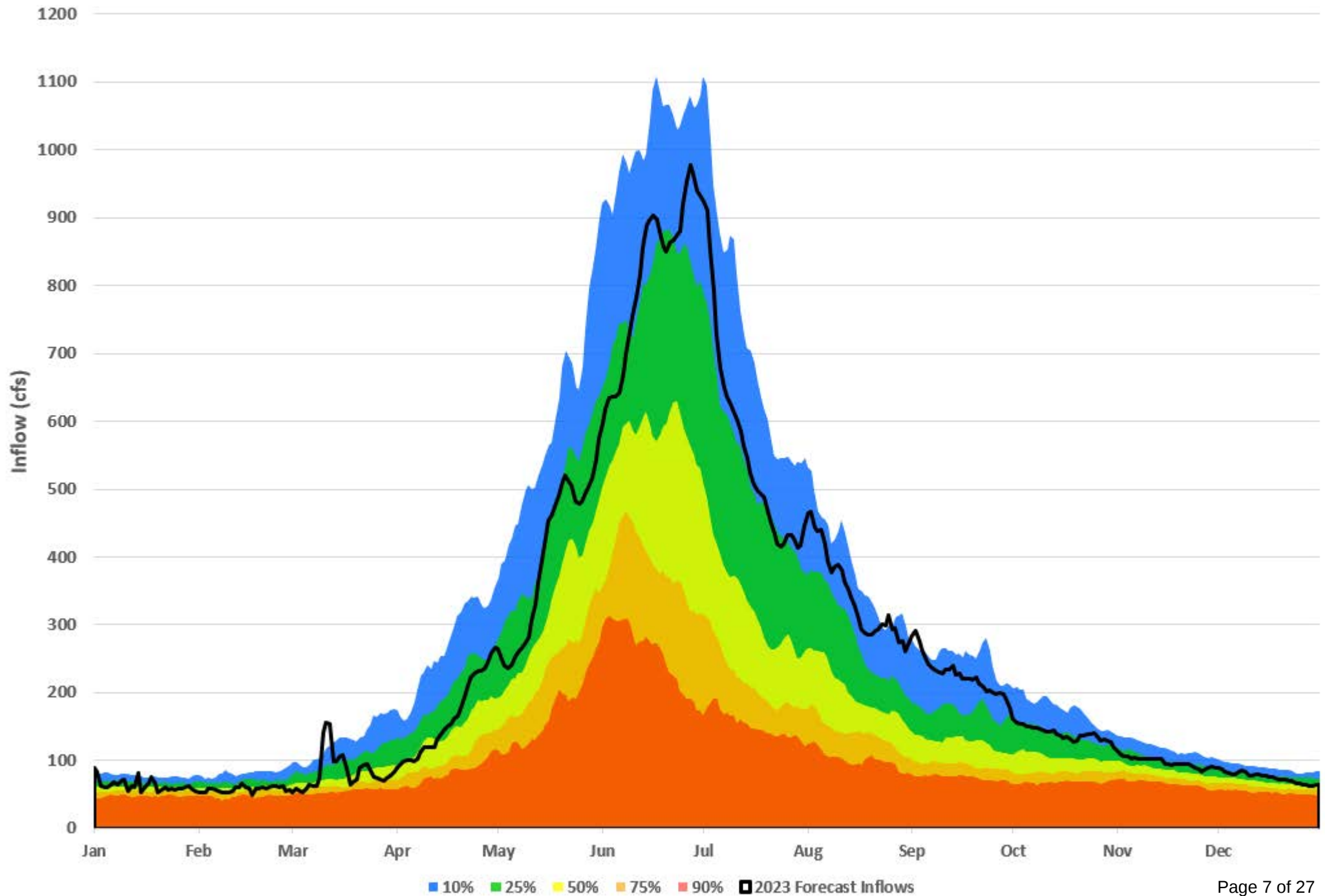
Ridgway Reservoir Operations Plan

Based on March 2023
Forecast from BOR

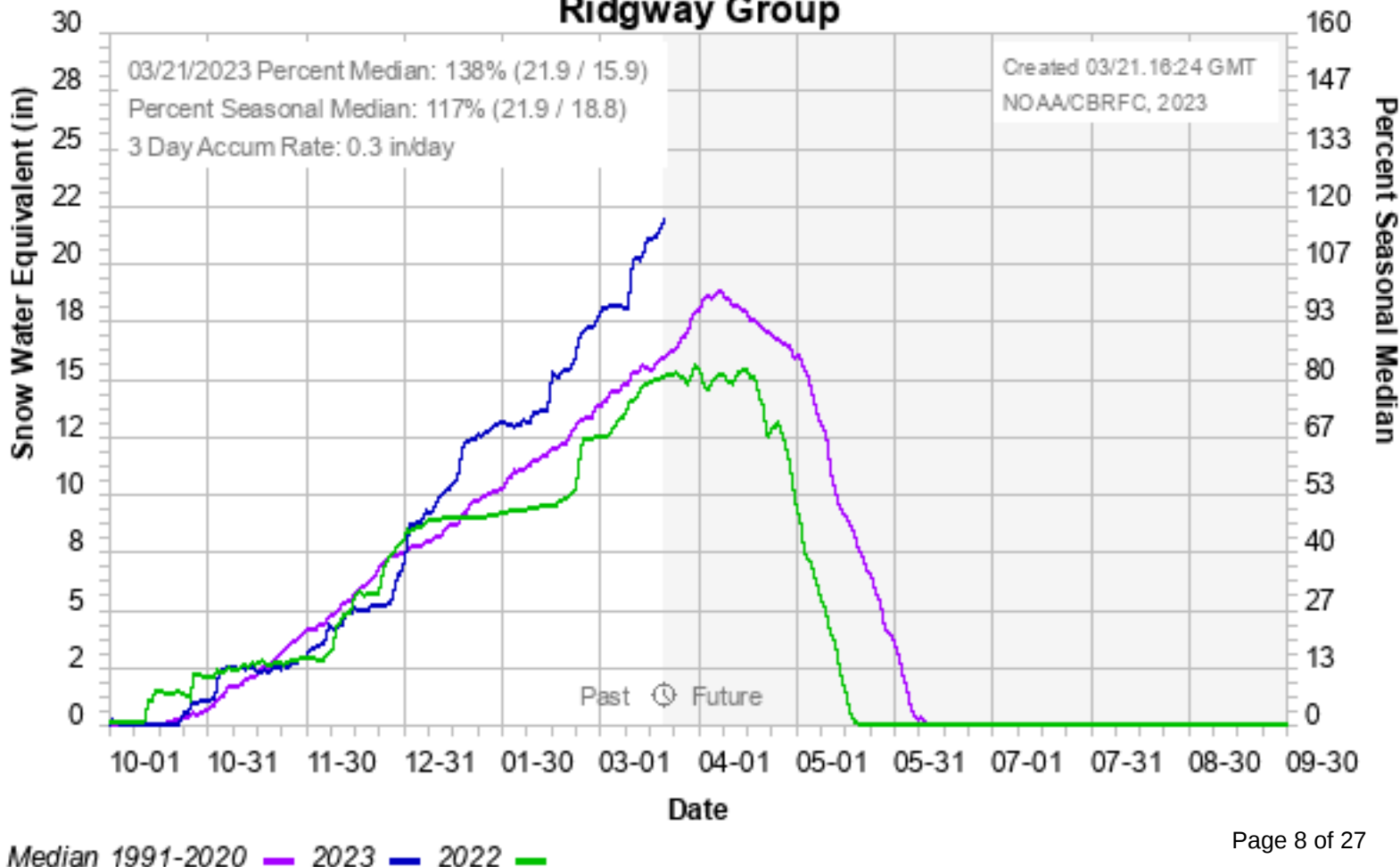


Ridgway Inflows

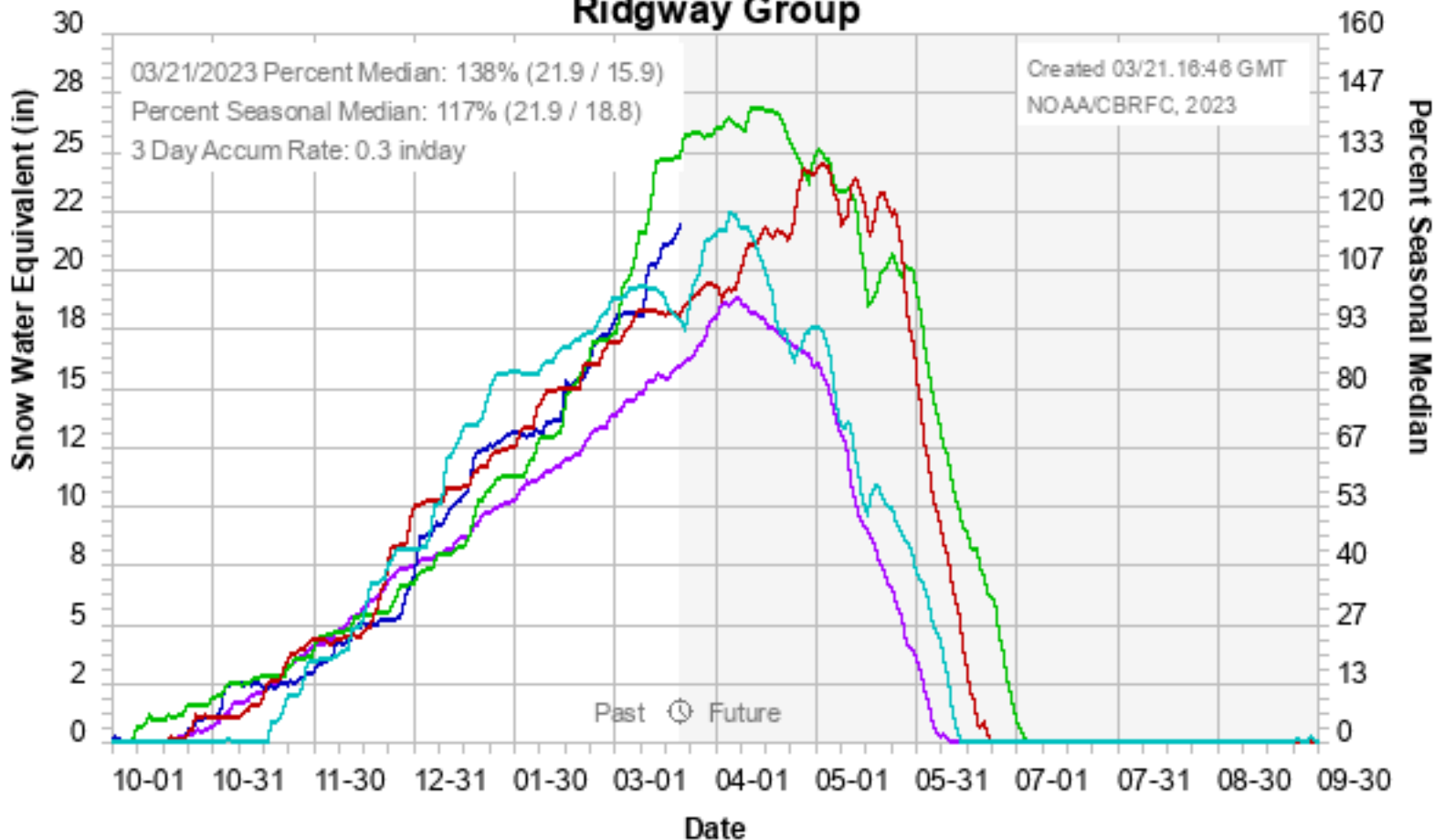
% Exceedence - Historical Inflows



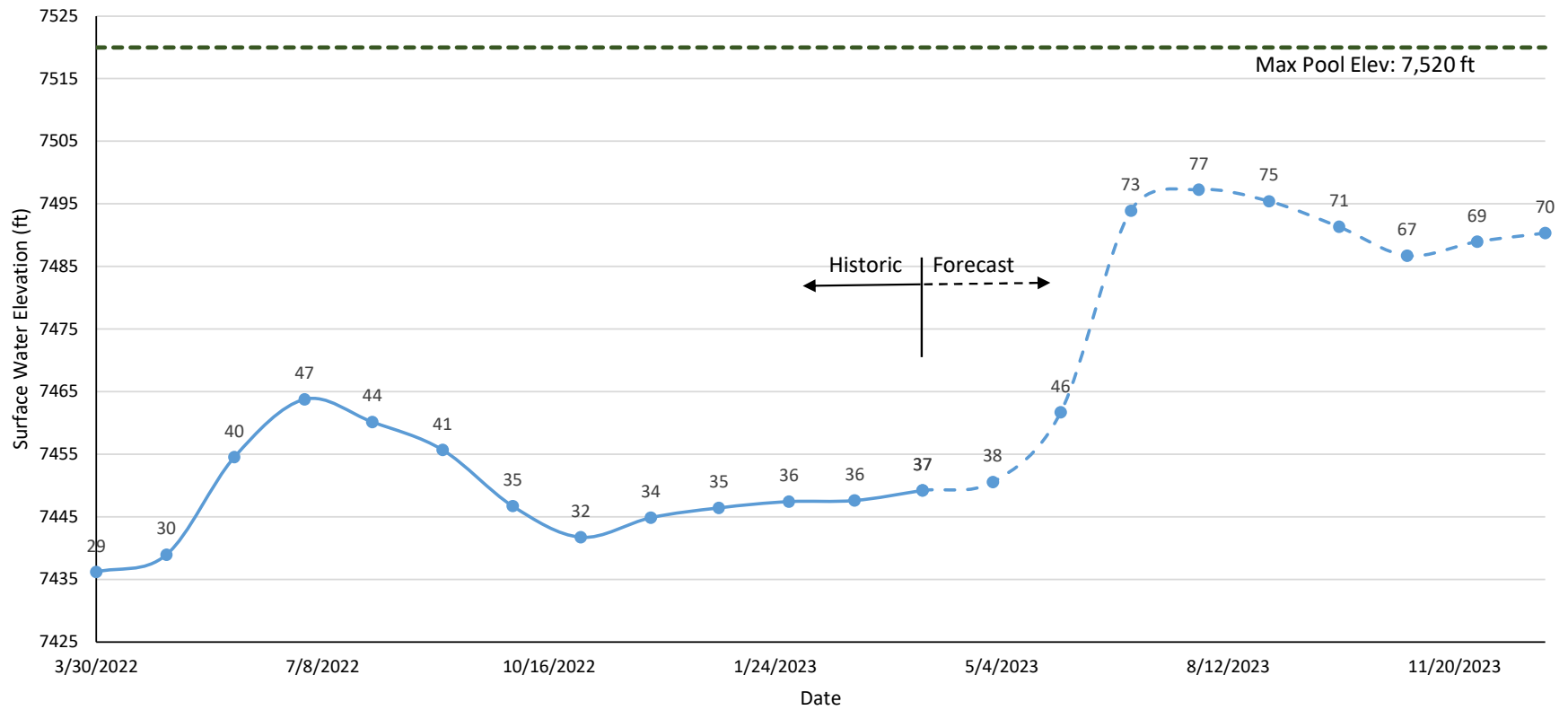
Colorado Basin River Forecast Center Ridgway Group



Colorado Basin River Forecast Center Ridgway Group

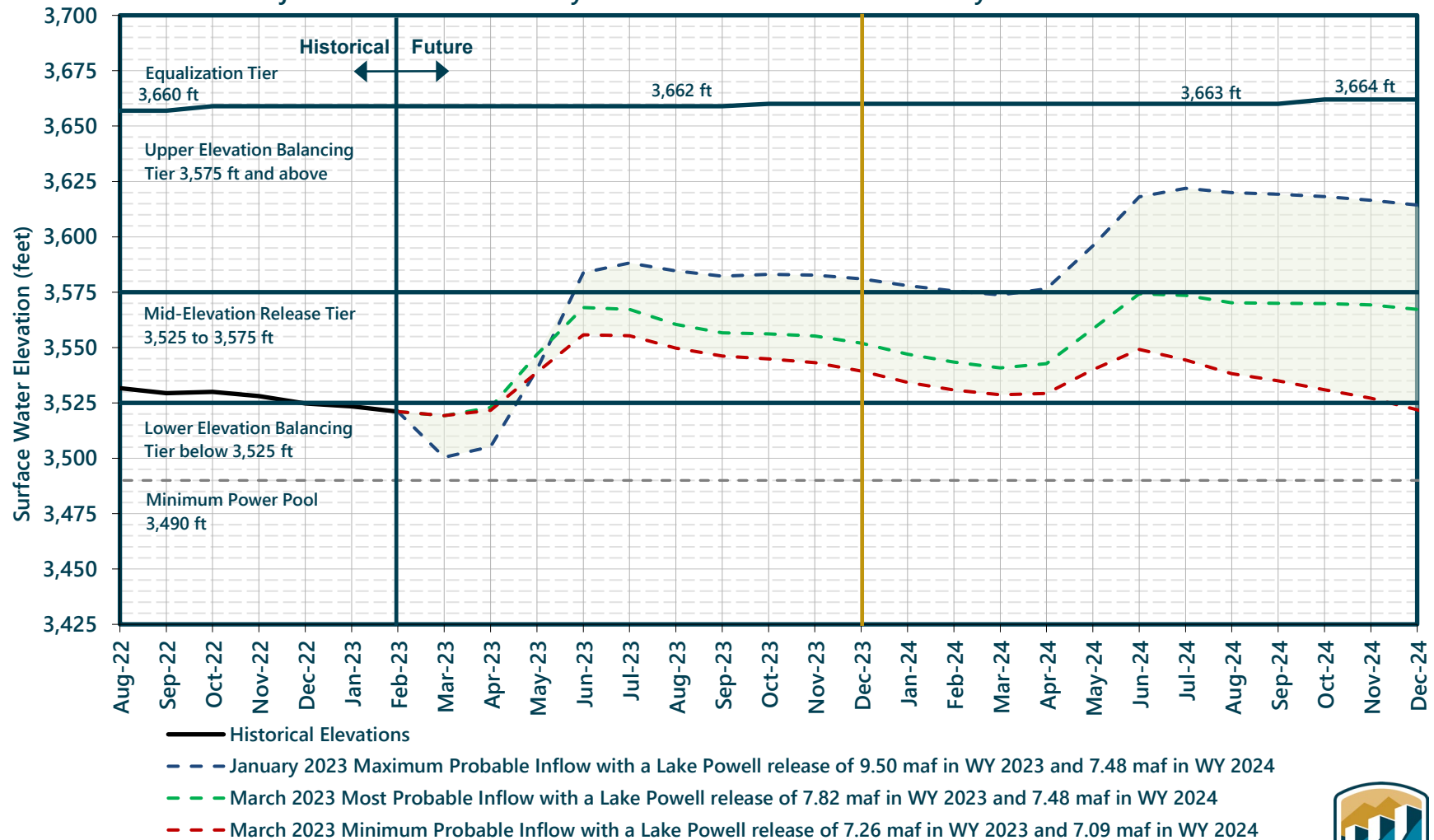


Blue Mesa Reservoir Elevation and Percent Full
Based on BOR March 2023 24 Month Study



Lake Powell End of Month Elevations¹

Projections from the January and March 2023 24-Month Study Inflow Scenarios



¹ Projected Lake Powell end of month physical elevations from the latest 24-Month Study inflow scenarios.
The Drought Response Operations Agreement (DROA) is available online at: <https://www.usbr.gov/dcp/finaldocs.html>.



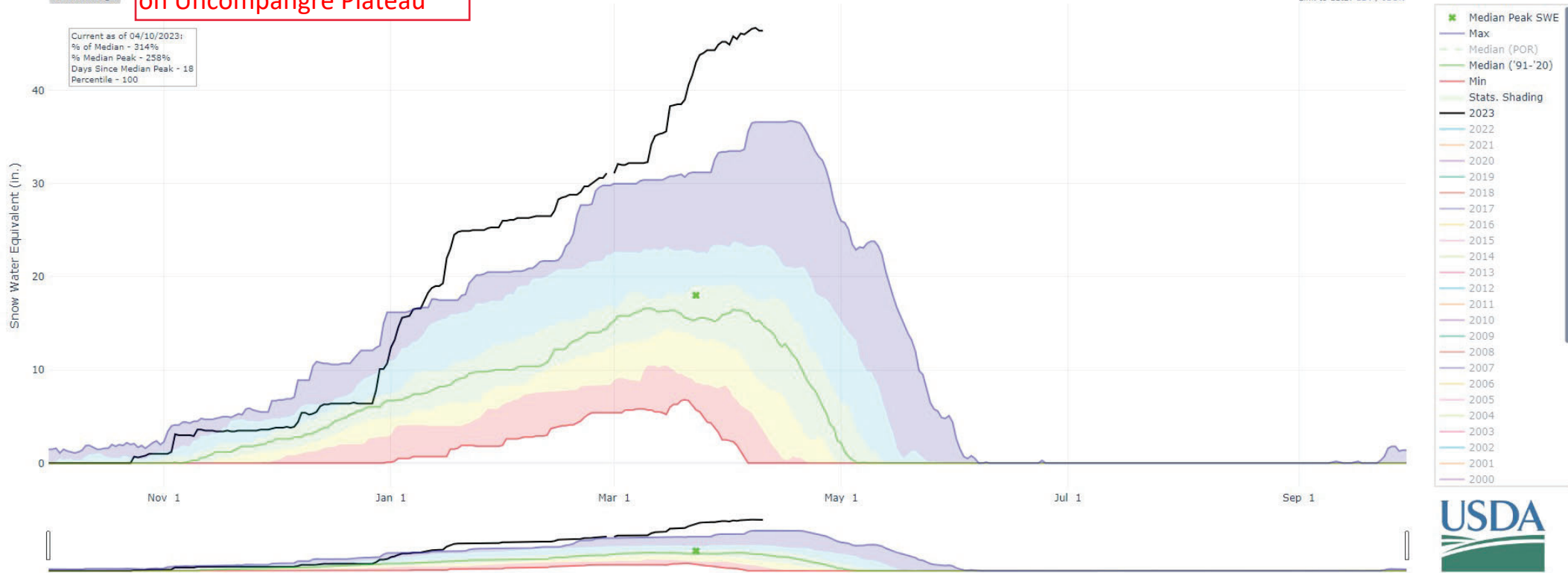
SNOW WATER EQUIVALENT AT
COLUMBINE PASS

Reset Range

on Uncompahgre Plateau

Current as of 04/10/2023:
% of Median - 314%
% Median Peak - 258%
Days Since Median Peak - 18
Percentile - 100

[Link to data: CSV / JSON](#)



CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: April 12, 2023
RE: Block 93 Sewer Replacement Contract Award Consideration
CC: William Bell, Shani Wittenberg, David Bries

Action

Consider the award of a construction contract to Skip Huston Construction in the amount of \$468,104.82 for completion of the Block 93 Sewer Replacement Project.

Background

Block 93 is the first alley north of Main Street between Cascade and Townsend Avenues as shown in Figure 1. As is typical in this area of the City, the sanitary sewer lines are located within the alleys along with other utilities such as power, natural gas, and communications lines. This particular sewerline has reached the end of its life, has experienced pipe failures in several areas and is in need of replacement. In addition to the main east-west alleyway line, a line running north from the alley to North 1st Street is also in need of replacement as shown on Figure 1. Further downstream of Block 93 on the western side of Townsend Avenue, it is also necessary to insert manholes at each end of the alley in front of AutoZone in order to facilitate future lining of this sewerline.

Given the constricted nature of the alleyway, the east-west replacement will be performed using trenchless technologies. Where more space is available, remaining work on the project will be performed using conventional open-cut excavations.

Project Bidding and Contract Award

Construction of the project was put out for bid on March 19th and bids were publicly received on April 12, 2023. Bids were received from three contractors as summarized in Table 1 below. Bid totals presented in this table include a 10% contingency.

TABLE 1		
Summary of Bid Results		
Contractor	Location	Bid Total
Skip Huston Construction	Montrose, CO	\$468,104.82
Ridgway Valley Enterprises	Montrose, CO	\$503,607.50
Haynes Excavation	Montrose, CO	\$611,096.20

The low bidder, Skip Huston Construction, is considered qualified to perform the work and the City has recent positive experience working with them on multiple City projects. The City's local preference policy would not change the outcome of bidding in this case.

No additional costs are expected for engineering or survey support as this project was designed in-house.

Traffic Control and Schedule

During construction, the Block 93 Alley and the eastern half of the City's parking lot immediately to the north will be closed to through traffic; however, local deliveries to businesses and trash pickup will be accommodated throughout construction. Once the alley is closed, the contractor will have 60 calendar days to complete the work and all work shall be substantially complete by October 13, 2023.

Contract Administration and Project Financials

Contract administration and project management will be performed by the City of Montrose engineering department.

The City budgeted \$250k for this project out of the City's sewer fund. This places the project approximately \$218k over this budget. This overage is primarily due to general cost escalation within the construction industry, high demand for earthwork contractors within the region, and an increase in the project's scope and technical challenges as the project's design investigations uncovered additional problem areas within the existing sewer collection system.

As needed, the project overage would come out of available fund balance within the City's sewer fund or would utilize a budget supplement if necessary. It should be noted that \$200k of sewerline replacements were budgeted as part of the MoveMo Street Maintenance project that will remain unexpended. As the MoveMo scope was developed for 2023, it was discovered that sewerlines below the roads to be rebuilt were in favorable condition and did not warrant replacement, thus leaving these funds available.

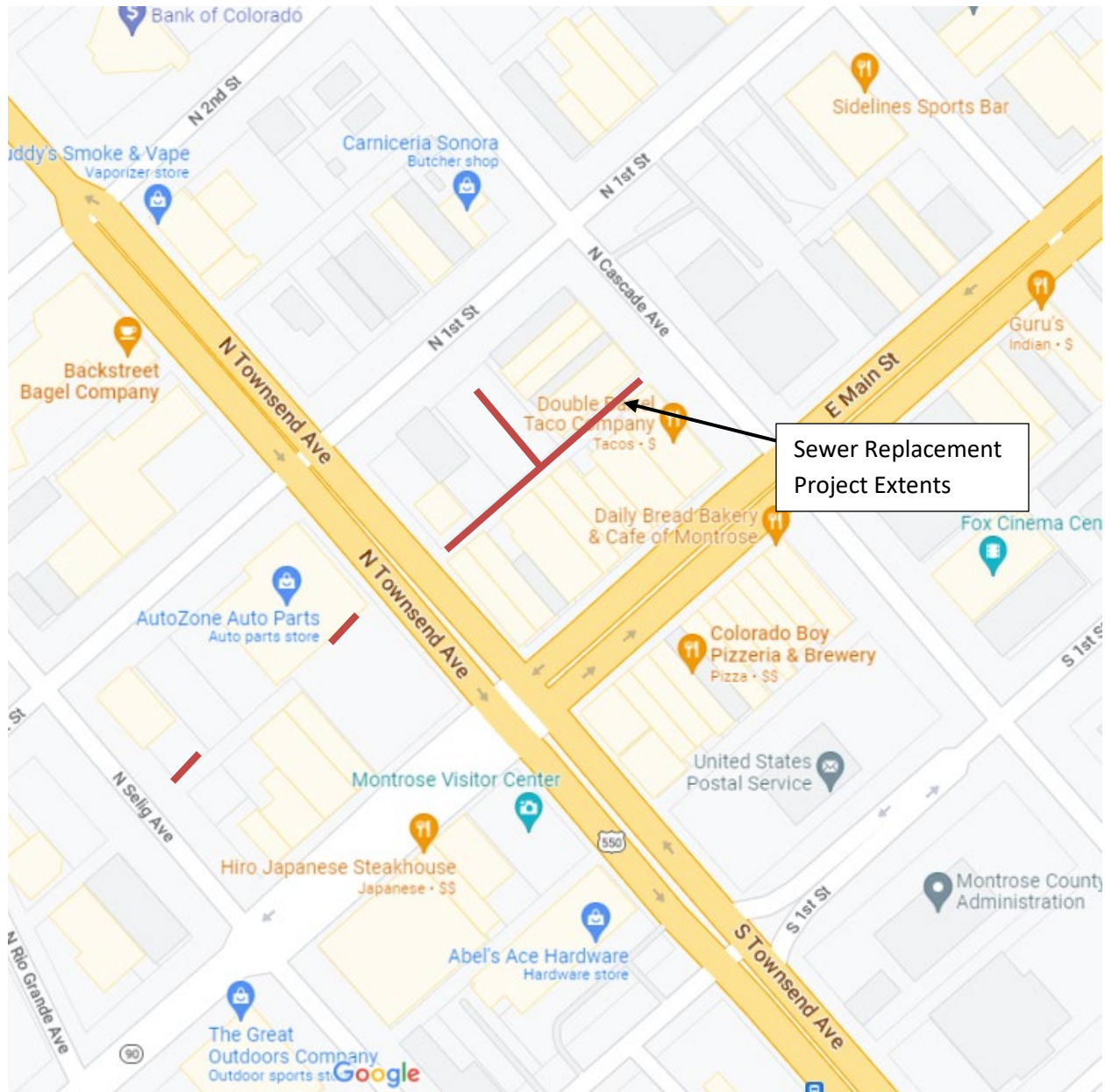


Figure 1: Block 93 Sewer Replacement Extents

PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Director
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
Shani Wittenberg, Finance Director
DATE: April 17, 2023
Subject: Street Light Upgrade and DMEA MOU Authorization



Recommendation

Consider the authorization of an MOU with DMEA and the Streetlight Upgrade Project in the amount of \$110,000.00.

Background

The City of Montrose currently has approximately 1900 streetlights on a variety of street types and most of these fixtures are a High Pressure Sodium (HPS) or Mercury Vapor (MV) fixture type. These fixtures were originally installed in the 1950s and 1960s and have been the primary fixture type for street lighting until 2010s when the LED fixtures were introduced to the market. Over the last 10 years, as the HPS or MV fixtures have failed or needed replacement they have been replaced with a Light-emitting Diode (LED) fixture. There have been about 500 of the fixtures changed out to an LED in the City of Montrose. The City of Montrose is initiating an MOU with DMEA to systematically replace the remaining HPS and MV fixtures to LED in the Streetlight Upgrade Project, this is estimated to take about 4 years to complete.

There are a several reasons that motivate the initiation of this project. The following are some of those reasons.

- Financial Benefit - LED fixtures have a higher upfront cost to install but use less electricity to illuminate. The reduced cost of the electricity consumed would offset the cost of the upgraded fixture in about 2.3 years
- Energy Efficiency – the Envision 2040 Comprehensive Plan has goals regarding energy efficiency and conservation (Goal HE-7 Energy and Water Conservation)
- Dark Sky Principles – this project meets some of the principles of Dark Skies Responsible Outdoor Lighting with properly shielded lighting, utilizing light that has a purpose, and using lower light levels (lumens) where applicable.
- Street Network Organization – using light type and frequency to help identify street types.

City Staff have worked with DMEA staff to generate an MOU (attached below) that specifies the LED fixture type to be utilized based on street type and use. Upon authorization of this MOU DMEA would begin changing existing HPS and MV fixtures to an LED fixture up to the 2023 budgeted amount of \$110,000.00. It is intended to continue this project over the next 3 years (4 years total) to complete the upgrade of all of the HPS and MV fixtures to LED. The continuation of this project will be dependent on funding available for future budget years.

Net Financial Impact

This project was included in the 2023 budget in the Streets Division Budget, STREET LIGHTS (100-5115-342-000) in the amount of \$110,000.00.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MONTROSE

AND DELTA-MONTROSE ELECTRIC ASSOCIATION

I. PARTIES

This Memorandum of Understanding 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 Delta-Montrose Electric Association, a Colorado cooperative electric association, (“DMEA”) with a mailing address of 11925 6300 Road, Montrose, Colorado 81401 are sometimes herein referred to individually and generically, as a “Party” and, collectively, as “Parties”).

II. BACKGROUND AND PURPOSE OF MEMORANDUM OF UNDERSTANDING

The Parties currently have a Franchise agreement where DMEA is responsible for the transmission of electricity throughout Montrose. Pursuant to the agreement, DMEA owns and maintains all streetlights adjacent to the roadways of Montrose. DMEA is also responsible for any technological improvements when they are technically and economically feasible and are safe and beneficial to the City and its residents.

The City has interest in implementing a lighting plan, as displayed **Exhibit A**, over the course of a four-year project which will replace all existing Mercury Vapor (MV) and High Pressure Sodium (HPS) fixtures to Light-Emitting Diode (LED) fixtures. The purpose of the Memorandum of Understanding is to set a framework for the City to assist DMEA with the conversion and technological upgrade of streetlights from current fixtures to more cost effective and energy efficient LED fixtures. The City intends to assist in the cost of the technological upgrade.

This project is intended to be effective for four years but is subject to the terms and conditions provided herein.

III. CITY’S RESPONSIBILITIES

During the term of this Memorandum of Understanding:

- (i) The City shall allocate \$110,000 in 2023 to the purchase of LED fixtures in accordance with this MOU. If this amount is not expended, the City will put best efforts forth to make the funds available in 2024.
- (ii) The City will put best efforts forth to allocate funds that will be sufficient to support each year of the project.
- (iii) The City will reimburse DMEA for all LED fixtures that are replaced as a part of this MOU. LED fixtures that are currently in use are not part of this MOU. The City shall pay DMEA in accordance with **Exhibit B**. The City will not reimburse

DMEA for LED fixtures being changed as a normal course of operations for DMEA. DMEA will bear the cost of any fixtures that are not working.

- (iv) The City shall provide a list of priority areas. The areas designated the highest priority should begin having their LED fixtures changed as soon as practicable.

IV. **DMEA’S RESPONSIBILITIES**

During the term of this Memorandum of Understanding:

- (i) DMEA shall proactively change out all LED fixtures in streetlights owned by DMEA within the City limits in accordance with the lighting plan listed below in conjunction with **Exhibit A**. The four LED fixture types, with their corresponding classifications are as follows:
 - a. 72W – 4000 Kelvin fixtures for Major Arterials;
 - b. 38W – 4000 Kelvin fixtures for Minor Arterials; and
 - c. 38W – 3000 Kelvin fixtures for Collector Roads and Residential Streets.
 - i. If there are any questions as to which classification a light falls under, DMEA shall contact the City to ask for clarification.
- (ii) DMEA shall purchase, maintain, and own all LED fixtures that are subject to this MOU.
- (iii) DMEA shall change out as many LED fixtures in accordance with this MOU as practicable without exceeding the budgeted amount for that given year. The budgeted amount for 2023 is \$110,000.00.
- (iv) DMEA shall provide the City documentation of any LED fixtures changed in accordance with this MOU with an invoice on a monthly basis for LED fixture type and price.

V. **JOINT RESPONSIBILITIES**

During the term of this Memorandum of Understanding, DMEA and the City shall jointly perform such other services in connection with the responsibilities set forth above, which are not specifically identified in this Memorandum of Understanding, and which they may determine to be necessary. The Parties agree that DMEA shall maintain ownership of any property acquired under this Agreement.

VI. EXPENSES

Each Party to this Memorandum of Understanding shall bear its own expenses except for the expense of the LED fixtures as described herein.

VII. TERM OF MEMORANDUM OF UNDERSTANDING

- (i) This Memorandum of Understanding shall be effective as of the date of signature last made hereon, and shall remain in effect until the earlier to occur of: (a) entry by the Parties into a long-term equipment lease as described herein, or (b) termination of this Memorandum of Understanding as set forth herein.
- (ii) Either Party may, in its sole and absolute discretion, and at any time, terminate this Memorandum of Understanding without any liability to the non-terminating Party, except as stated herein. Termination shall be accomplished by sending written notice pursuant to the Notice provisions of this Memorandum of Understanding. Termination may also be made as set forth in § IV (ii).

VIII. GOVERNING LAW

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

IX. INDEMNIFICATION

To the fullest extent permitted by law, DMEA 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 DMEA 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. DMEA 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 Memorandum of Understanding shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding, 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

This Memorandum of Understanding 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 Memorandum of Understanding to produce or account for more than one (1) such counterpart.

XII. WHOLE AGREEMENT

This Memorandum of Understanding represents the entire understanding of DMEA 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 Memorandum of Understanding is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Memorandum of Understanding to fulfill as closely as possible the original intents and purposes of this Memorandum of Understanding.

XIV. ASSIGNMENT

- (i) *No Assignments.* Neither Party may assign any of its rights under this Memorandum of Understanding, 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 Memorandum of Understanding.

- (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 Memorandum of Understanding 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 Memorandum of Understanding to be executed by their respective officers thereunto duly authorized, all as of the date set forth beneath their respective signatures. This Memorandum of Understanding 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

DELTA-MONTROSE ELECTRIC ASSOCIATION

By: _____
Its: _____
Date: _____

Attest:

_____, _____

EXHIBIT A

Street Lighting Plan 2023

- Road Classification
- MAJOR ARTERIAL
 - MINOR ARTERIAL
 - RESIDENTIAL/COLLECTOR
 - PROPOSED
 - County Road
 - Stream/River
 - Pond/Lake
 - Park

Major Arterial

72W - 4000K Bulb	
Lane Width:	11 - 12 feet
Inside Shoulder Width:	0 feet
Outside Shoulder Width:	8 - 12 feet
AADT (Urban):	7,000 - 27,000
Divided/undivided:	Divided/undivided
Access:	Partially or uncontrolled
Urban Speed Limit (mph):	45 - 55

Minor Arterial

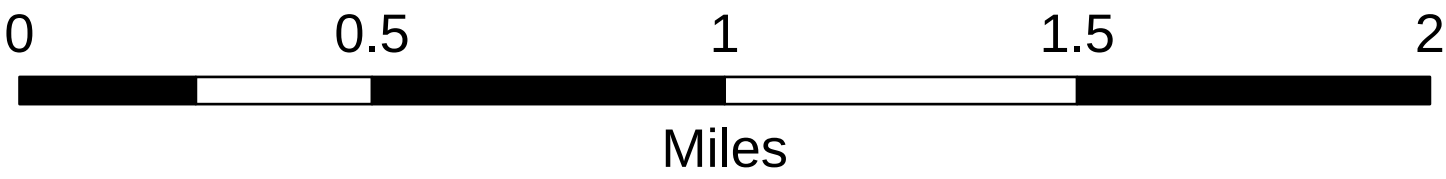
38W - 4000K Bulb	
Lane Width:	10 - 12 feet
Inside Shoulder Width:	0 feet
Outside Shoulder Width:	4 - 8 feet
AADT (Urban):	3,000 - 14,000
Divided/undivided:	Undivided
Access:	Uncontrolled
Urban Speed Limit (mph):	30 - 45

Residential/ Collector

38W - 3000K Bulb	
Lane Width:	8 - 11 feet
Inside Shoulder Width:	0 feet
Outside Shoulder Width:	1 - 2 feet
AADT (Urban):	80- 6300
Divided/undivided:	Undivided
Access:	Uncontrolled
Urban Speed Limit (mph):	<30 - 40

Residential Decorative

60W - 2200K Bulb	
Lane Width:	10 - 11 feet
Inside Shoulder Width:	0 feet
Outside Shoulder Width:	1 - 4 feet
AADT (Urban):	1,100 - 6,300
Divided/undivided:	Undivided
Access:	Uncontrolled
Urban Speed Limit (mph):	30 - 40



PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Director
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
Shani Wittenberg, Finance Director
DATE: April 17, 2023
Subject: MPSC Solar Panels Add Alternate Award Recommendation



Recommendation

Consider the authorization of a contract with Atlasta Solar for the installation of a solar panel system at the Montrose Public Safety Complex in the amount of \$205,506.00.

Background

As the construction process of the Montrose Public Safety Complex (MPSC) concludes, City Staff is able to identify and recommend add alternates that may have been passed on earlier in the construction project. This is the case with the addition of a solar panel system.

The solar panel system was an add alternate option in 2021 for the MPSC project. At that time SHAW construction received bids for the add alternate and Atlasta Solar of Grand Junction, CO was selected as the contractor to perform this work on the MPSC if the add alternate was accepted. The add alternate was not accepted at that time due to the unstable market and the project risks that were still present at that time. The addition of solar panels is an item that is easy to add at the end of the project without additional expense.

Since the project is ending and the contract with SHAW Construction is being closed out, City Staff have utilized pricing provided as part of the project to contract directly with Atlasta Solar and manage as a separate contract from the SHAW contract.

As part of the pricing options provided by Atlasta, there are several options available for the size and cost of the solar panels. The option recommended is the option that would cover all 4 of the covered parking structures with solar panels. The option does exist to cover 1, 2, 3 or all 4 of the structures with solar panels. The more panels that are installed the higher the output and efficiency of the system. This is why the maximum amount of coverage is recommended.

Net Financial Impact

In August of 2021, the City Council authorized a total of \$17.8 million for the SHAW Construction contract and the owner's contingency. As the project comes to a conclusion there is approximately \$350,000.00 remaining in the owner's contingency. This amount remains in the Public Safety Fund as a part of the original authorization but was not budgeted to be expended in 2023. The recommended authorization of \$205,506.00 does include a 5% contingency should there be unforeseen expenses with the installation of the solar panels.



SANITARY SEWER RATE STUDY

CITY COUNCIL WORK SESSION

April 17, 2023

To: City Council

From: David Bries, Utilities Manager

CC: William E. Bell, City Manager
Shani Wittenberg, Finance Director

Subject: Recommendation for a Sanitary Sewer rate study with Carollo Engineers

RECOMMENDATION

City Staff recommends approval of the contract with Carollo Engineers to perform a sanitary sewer cost of service analysis and develop an updated rate structure to fairly recover the wastewater treatment costs from various types of customers in an amount not to exceed \$70,000.00.

BACKGROUND

The current sanitary sewer rate structure was developed approximately 20 years ago and is in need of updating based on regulatory changes, changes in customer types and billing system capabilities.

Carollo Engineers have performed several projects at the wastewater treatment plant to assist staff in operating it to meet the regulatory requirements, identify aging components that are near the end of their life and to develop a capital improvement plan to meet upcoming regulatory changes. They have a good understanding of the cost centers for the wastewater treatment plant. Additionally they were the selected firm for the Storm Sewer Utility feasibility study.

The City of Montrose the procurement manual doesn't require a competitive bid process for professional services and staff did not request bids or proposals for this study.

Carollo has estimated the cost of the study to be \$59,946. The proposed not to exceed cost would provide an additional \$10,000 if there is further work to refine the rates to meet staff's expectations and to efficiently work with our billing system.

NET FINANCIAL IMPACT

Funding for a Sanitary sewer rate study is included in the 2023 Budget. The costs are proposed to be spread between the Sewer Collection (\$40,000), Wastewater Treatment (\$45,000) and Industrial Pretreatment (\$15,000) programs.

Adequate funding is available.