



CITY COUNCIL WORK SESSION
Monday, December 4, 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. To allow time to book this resource, please email planningmail@cityofmontrose.org at least three (3) days before the meeting.

1) DISCUSSION ITEMS

- A) Intergovernmental Agreement with Montrose Recreation District (20 minutes)
Staff: Deputy City Manager Ann Morgenthaler and Planning Manager Jace Hochwalt
- B) Cobble Creek West Utility Service Agreement (20 minutes)
Staff: City Engineer Scott Murphy
- C) North Woodgate Extension Project Memorandum of Agreement (15 minutes)
Staff: City Engineer Scott Murphy
- D) Suburban Water Dissolution Information (15 minutes)
Staff: City Attorney Chris Dowsey and Utilities Manager David Bries
- E) 2024 Asphalt Crushing Award Recommendation (10 minutes)
Staff: Public Works Director Jim Scheid
- F) 2024 Baldridge Park Master Plan Award Recommendation (20 minutes)
Staff: Public Works Director Jim Scheid and Parks Superintendent Dan Payne
- G) Designation of Official Posting Location (5 minutes)
Staff: City Clerk Lisa DelPiccolo

2) GENERAL CITY COUNCIL DISCUSSION

3) STAFF COMMENTS

CITY OF MONTROSE MEMO



DATE: December 4, 2023

TO: Honorable Mayor Bynum and City Council Members

FROM: Ann Morgenthaler, Deputy City Manager

RE: **Proposed Changes to 2024 Montrose Recreation District/City Shared Services IGA**

City and Montrose Recreation District Staff have been collaborating on proposed changes to the *Intergovernmental Agreement between the City of Montrose and the Montrose Recreation District Regarding Shared Services*.

Each year, City and District staff review the agreement and discuss any needed changes to meet the needs of both organizations and the public. The goal of the agreement is collaboration that will save each entity – and therefore our community members – money, and to increase efficiency and partnership. The agreement comes before the City Council and the Recreation District annually for approval. The Recreation District has reviewed this agreement. A redline version showing changes between the 2023 version and the proposed 2024 version is attached.

Neither entity is proposing significant changes for 2024. The minor changes include:

- The City will provide asphalt patching or crack sealing services to the District for any facilities they designate up to a cost of \$4,000. Additional services will be provided pursuant to the rates in the agreement.
- Other public spaces in the Baldrige Park Regional Park Complex are identified in addition to the Cerise fields and the Rotary Amphitheater.
- The Flex Park in Colorado Outdoors is identified and the associated maintenance responsibilities are specified
- The City will provide a free Black Canyon Card to full time MRD employees instead of discounted annual passes. This is more accessible and discount for MRD employees.
- Trash, recycle, and other fees were updated with current rates

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE
MONTROSE RECREATION DISTRICT
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 202~~43~~, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is ~~433 South First Street~~400 E. Main Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, 202~~43~~ (the “Effective Date”).

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

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

PART I: SPECIFIC TERMS.

1. FINANCE

- a) The City’s finance department shall work with District staff to provide financial reports on a monthly basis. Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit “C”, which is attached hereto and incorporated herein.
- b) As defined on Exhibit “C”, the District shall continue to provide day-to-day accounting and timekeeping functions, including point of sale and deposits, in-house (the “Daily Functions”). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City’s financial software.
- c) In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.

- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The Parties shall execute a letter of engagement setting forth the scope of the representation prior to the rendering of legal services under this Agreement. No attorney/client relationship shall be formed until such letter of engagement has been executed.
- c) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- d) The City Council may terminate the provision of the City Attorney's services to the District at any time.
- e) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- a) The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of ~~one~~two weeks shall be required by the City. The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".
- b) The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.
- c) The City shall provide crack sealing, asphalt patching services or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. ~~The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans.~~ The estimated value of this work is shall be \$3,700 4,000 USD as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that two weeks advanced notice is essential for the City to

provide services in a timely and resource-efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.
- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS, TRAILS, AND PUBLIC SPACES AND FLEX PARK

a) DESCRIPTION

i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit "A".

ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit "A".

iii) For the purposes of this Agreement, Trails and Public Spaces shall mean other spaces open to the public for non-exclusive use within the Baldrige Regional Park Complex.

iv) For the purposes of this Agreement, Flex Park shall mean the 0.56-acre lot situated adjacent to the west of the Flex Rec facility at 1309 Mayfly Drive occupied by MRD, as depicted in Exhibit "A".

b) ACCESS

i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.

ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.

iii) During the term of this Agreement, a Master Scheduling for the use of the Cerise Fields shall ~~occur~~ be created annually, not later than January 31 of each year, ~~at a meeting called by the District (the "Master Scheduling Meeting") to include Master scheduling will include~~ key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this ~~scheduling meeting has occurred~~ Master Schedule has been created, either party may add events into the schedule with 60 days' notice with no required

notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District's Recreation-Facilities Manager, Jeremy MasterJustin Mashburn.

- iv) The District shall provide a layout of the proposed field locations for each sports season at the as part of the Master Scheduling Schedule Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at-in the Master Scheduling Meeting for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, and Labor Day. Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose Rotary Amphitheater, the second Saturday in May shall be scheduled by the City for the annual Montrose Mudder at Cerise Fields and Trails and the Montrose Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

c) MAINTENANCE

- i) The District shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields.
- ii) The City shall be responsible for all restroom cleaning. The City shall refer to the shared calendar of events in order to ensure that cleaning takes place prior to and after events. The District shall notify the City in advance of upcoming large events that may warrant additional services such as cleaning during an event. The restroom at Cerise Fields will be closed and winterized no earlier than October 15 each year and reopened for use no later than April 15 each year to protect it from freezing.
- iii) The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15 or prior to October 15.
- iv) The District shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.
- v) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$3,700 4,000 USD. Additional work

may be scheduled with the District and invoiced to the City at a rate of \$50-42.67 per hour, including labor and equipment.

~~iv-vi~~) The City shall maintain Cerise- and Amphitheater Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year, and concludes on the last day of February of each following year.

~~vii~~) Maintenance shall be performed in accordance with the specifications set forth in Exhibit "B". Maintenance shall be done in accordance with National Recreation and Park Association standards.

~~v-viii~~) The District shall be responsible for maintenance of the Flex Park, including but not limited to, providing turf and ground cover maintenance, inclusive of mowing and trimming services (including associated labor and equipment). The District shall also be responsible for irrigation repairs and maintenance, including any "start-up", winterization and draining of the irrigation system serving the Flex Park. The City will maintain the restroom facility adjacent to the south. It is understood that MRD's maintenance of Flex Park is contingent on its occupancy of Flex Rec at Colorado Outdoors. Describe what Flex Park maintenance looks like for MRD—will MRD do turf and weeds and City does irrigation? Or does City do irrigation?. City is maintaining bathroom....

d) USE OF THE CERISE FIELDS

- i) Use of the multi-purpose field shall be limited to sporting practices, games, and Amphitheater events; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City's request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice or game use.
- ii) Games and international soccer league activities shall be limited to the two-acre field and the 10 acre field, as depicted on Exhibit "A".

5. INFORMATION SERVICES

- a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit "D" which is attached hereto and incorporated herein.
- b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance

manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.

- c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.
- d) The District shall bear all expense related to District information services systems.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit "E", which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a ~~25~~15% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. The District shall share such rates for the upcoming calendar year with the City by November 1. This discount does not apply to youth, senior or any other pass products.
- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees at the end of the current month. New employee annual pass privileges will be effective immediately. Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a ~~15%- 100%~~ discount to Full Time District employees and active bBoard of Directors members on the regularly priced Black Canyon Card, which is a value of \$50, providing per employee and board member and gives access to discounted golf, merchandise, and food. individual and/or couples annual golf, range, and cart passes. District employees must provide a valid pay stub at time of purchase. The District shall provide a list of District board members to the City on an annual basis and notify the City of any District board changes throughout the year in order to receive the 15% discount.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of ~~\$11,123\$9,806~~ USD value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of ~~\$11,123\$9,806~~-USD value) which will be used towards the annual pass payment for City Employees and Council.
- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of \$3,000 USD ~~value~~). The District shall provide the City with credit, (equivalent to an annual value of \$3,000 USD ~~value~~) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2024⁴³ unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

PART III: PAYMENT. The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

PART IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

PART V: ASSIGNMENTS.

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

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

PART VII: INDEMNIFICATION (DISTRICT TO CITY). The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART VIII: INDEMNIFICATION (CITY TO DISTRICT). The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine,

fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and

- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART IX: NOTICES.

- a) *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 Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement 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.
- b) *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 Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, 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.

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

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

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

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 202~~5~~⁴ with City, District must notify City no later than October 15, 202~~4~~³.

PART XIV: ESCALATOR. All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this _____ day of _____, 202~~4~~³.

CITY OF MONTROSE

ATTEST:

~~Barbara Bynum~~^{David Frank}, Mayor

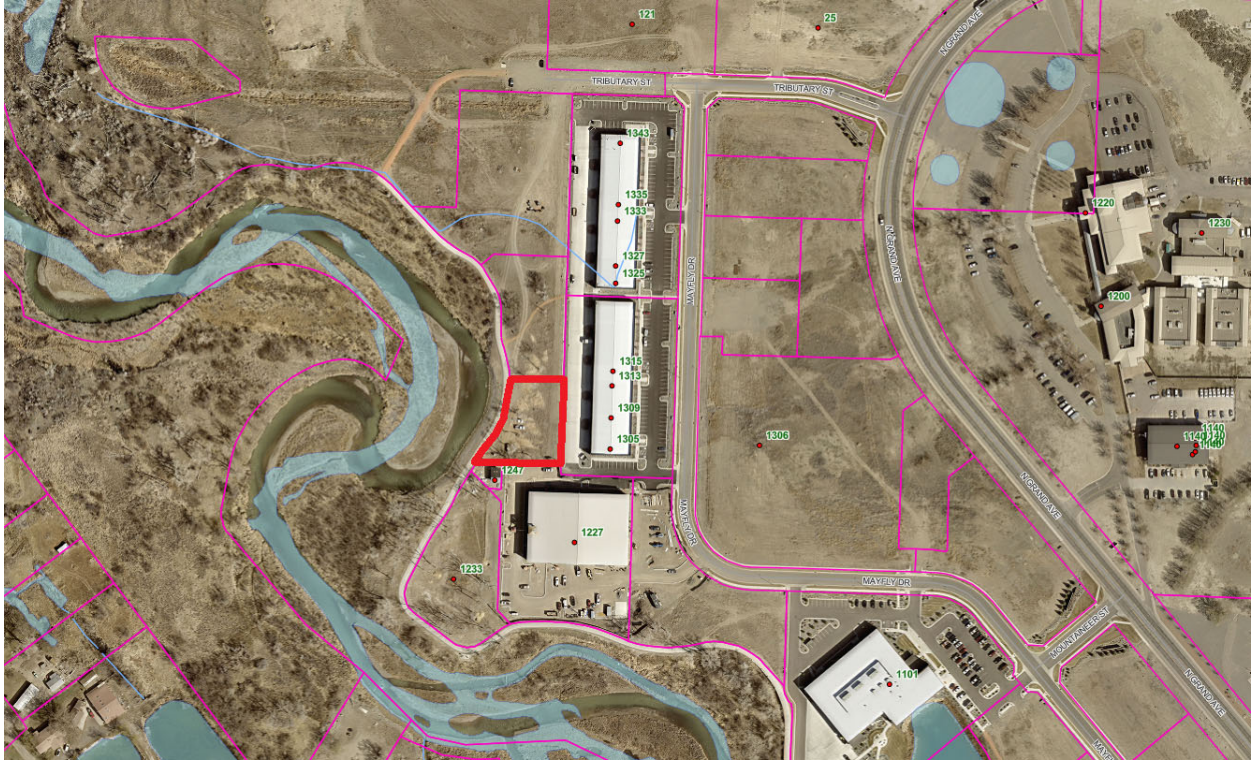
Lisa DelPiccolo, City Clerk

MONTROSE RECREATION DISTRICT

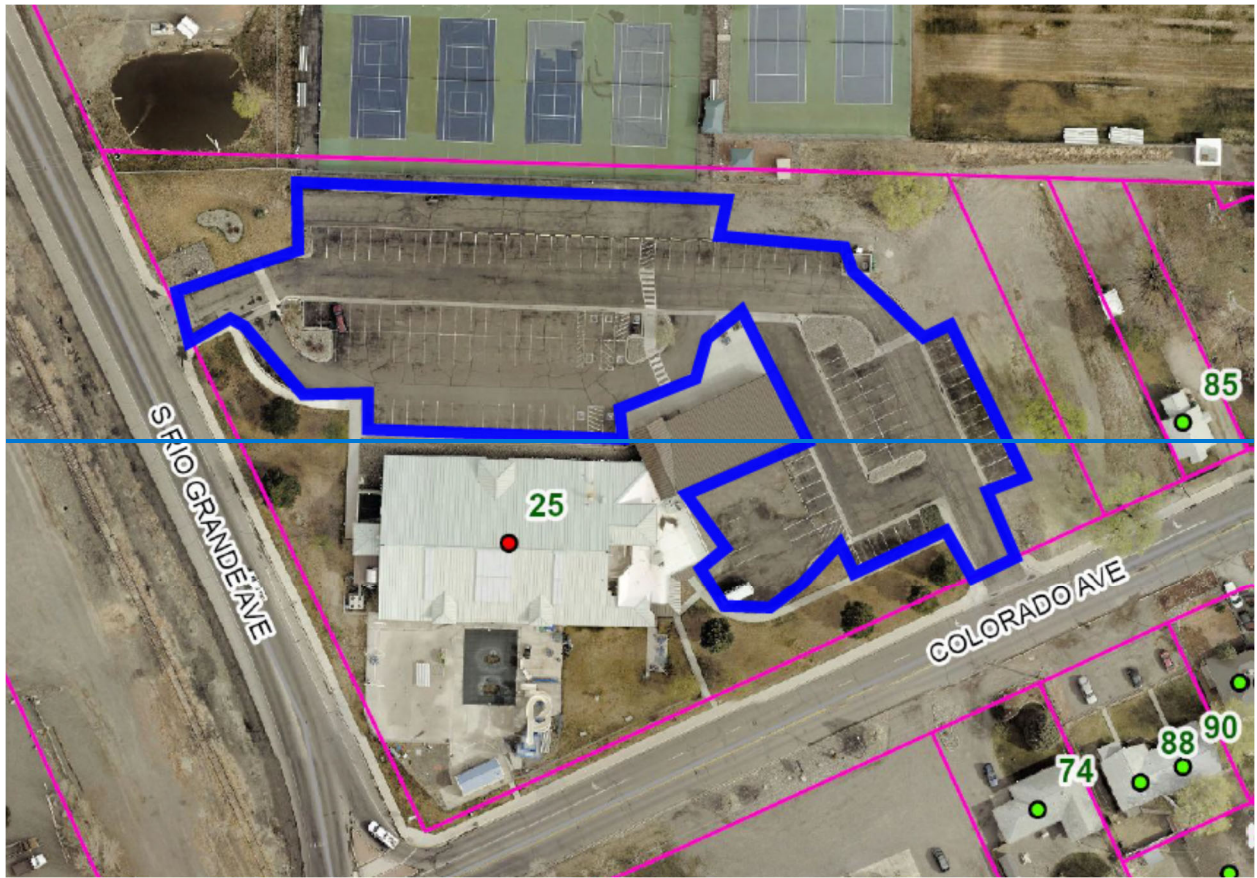
ATTEST:

Christina Files, President

~~Amy Warthen~~^{Allison Howe}, Vice President



Flex Park Location – Also known as Lot 24, Colorado Outdoors Subdivision Amendment No. 7



~~Montrose Recreation District Field House—Crack Sealing Location~~

REMOVE

Exhibit B

FACILITY SERVICES SPECIFICATIONS

I. Facility Support

- A. Parking Lot Sweeping - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit “A” and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of ~~one week~~two weeks shall be required by the City.
- B. Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization.

g) Crack Sealing and Asphalt Patching - The City shall provide crack sealing, asphalt patching or a combination of these services at any agreed upon District facility, following prioritized street maintenance scheduling. The estimated value of this work shall be \$4,000 USD as calculated using the rates in Schedule A. The District Maintenance Superintendent shall contact the City Public Works Director to request and schedule such work, with the understanding that ~~two weeks~~ advanced notice is essential for the City to provide services in a timely and resource-efficient manner. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

- ~~C. The City shall provide crack sealing services for the parking lot area depicted in Exhibit “A” at the Montrose Community Recreation Center on the Districts properties as requested, following prioritized street maintenance scheduling, a \$3,700 USD value, in exchange for District providing mowing and trimming services as described in Part 1.4(c)(iii). The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is will be \$3,700 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.~~

- D. General Support - At the City’s discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.
- E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A,

which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

I. Cash Receipts, Payroll and Accounts Payable

- A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.

II. Financial Reports and General Ledger

- A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.
- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. At District's request, City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
 - A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.
 - G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
 - H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.
- II. Telephone System
 - A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be

moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.

- B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
- C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
- D. The City shall support the District in setting up call handling routines.
- E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police ~~and~~, sanitation, and snow operations vehicles/equipment. This includes the van, bus, and all maintenance equipment.
- C. City shall prepare a monthly report and provide a statement of repairs, parts, labor, and supplies to District for each work order by the 14th of the following month
- D. Fleet repairs on District vehicles shall include:
 - i. Brake pad/shoe replacement along with disc/drum replacement, brake cylinder repair/ replacement. Diagnostics of brake systems such as antilock brakes/ traction control. Repairs of all brake hydraulic systems and wheel bearings.
 - ii. Limited axle, transmission, driveshaft, u-joint repairs.
 - iii. Heating and air conditioning repairs.
 - iv. General electrical/ electronic system diagnostic and repair. Battery, starting system, charging system, lighting systems, gauges, warning systems, driver information systems, safety and accessory system repairs.
 - v. Steering and suspension systems. Shocks, ball joints, tie rod ends, springs, replacements.
 - vi. Exhaust/emission system inspection and repairs.
 - vii. General engine diagnostics, fuel, electrical, ignition, cooling, lubrication systems and computerized controls.
 - viii. Transmission maintenance and adjustments.
 - ix. Tire repair and replacement of most common sizes.
 - x. Fabrication/welding of specialized equipment.
 - xi. Repairs of specialized equipment.
 - xii. Tire repair/replacement for maintenance equipment.
 - xiii. Road call service truck available, during normal shop hours.
 - xiv. Welding and fabrication services of accessories or specialized features for the passengers or passenger equipment of steel or plastics.
- E. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Carquest or approved equal.

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance

- equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1), other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.
- B. All District owned maintenance equipment shall be marked with "MRD".
 - C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
 - D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- C. City shall provide a statement of preventative maintenance service, parts, labor and supplies to District with each work order, at the time of service or when the repair is completed.
- D. Fleet preventative maintenance services on District vehicles shall include:
 - i. Automotive vehicles 3000 mile service or "A" service includes: Change engine oil and filter check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hrs.
 - ii. Automotive Vehicles 6000 mile service or "B" service includes: Change engine oil and filter, change fuel filter, check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours
 - iii. Light truck, heavy truck 4000 mile service or "A" service includes: Change engine oil and filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hours.
 - iv. Light truck, heavy truck 8000 mile or "B" service includes: Change engine oil and filter, change fuel filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours.
 - v. Light truck, heavy truck and automotive vehicles 36,000 mile service or "C" service includes: Change oil and filter, change fuel filter, change transmission oil,

filter and make necessary adjustments, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.

E. Replaceable filters shall be as distributed by NAPA or approved equal.

IV. Fleet Management Services

A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City's fleet management system. District records shall be kept under a unique organization and separate from City fleet records.

B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.

B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.

C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.

D. City will bill District on a quarterly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:

- i. Transmission overhauls
- ii. Axle overhauls
- iii. Structural damage
- iv. Frame damage
- v. Glass Repair
- vi. Upholstery Repair
- vii. Wrecker service
- viii. Paint and body repairs
- ix. Engine overhauls

B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

City shall receive payment from District on a quarterly basis for all services performed.

Hours shall be tracked in each shared service and communicated to the District on a quarterly basis with the budget reports to communicate hours available in each area.

Hourly billing rates are based on the position's burden rate with 3% overhead. Rates are adjusted on an annual basis following approval of the city's annual budget.

Table 1 – Financial Services Cost Schedule

Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting	80 120	\$92.94 84.85	\$7,435.20 10,182

Table 2 – Legal Services Cost Schedule

Deliverable	Hourly Billing Rate
City Attorney	\$100.00

Table 3A – Facility Services Cost Schedule

Task	Billing Rate	Annual Expense
Management	\$70.32 \$56.56/hr	
Additional Parking Lot Sweeping	\$38.48for labor / \$232.21for sweeper	
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA
<u>Crack Sealing</u>		
<u>Air spade excavation of debris along seams and cracks in the asphalt mat (Truck,Trailer, Compressor, Two Laborers)</u>	<u>\$1.10/linear foot</u>	
<u>Crack Seal (Raw Material)</u>	<u>\$1.50 per pound</u>	
<u>Application of Material (H. Truck, Crack Sealer, 2 Laborers) Including placement, conditioning and sanding</u>	<u>\$105/hour</u>	

<u>Additional labor</u>	<u>\$32.28/hour</u>	
Additional Crack Seal (Materials, Equipment, and Labor)	\$370.00/hr	
<u>Asphalt Patching</u>		
<u>Saw or Wheel Cut Neat Line for Asphalt Patching (Excl. length where pavement abuts concrete or edges of existing pavement)</u>	<u>\$4.40/linear foot</u>	
<u>Removal and Disposal of Asphalt Mat (Street Patch Areas) (Incl. base course reconditioning, compaction, and proof rolling (where possible))</u>	<u>\$9.00/square yard</u>	
<u>Patch Area Over Excavation and Disposal</u>	<u>\$26.75/cubic yard</u>	
<u>Aggregate Base Course (CDOT Class 6) (Incl. placement, moisture conditioning, and compaction)</u>	<u>\$26.75/ton</u>	
<u>Hot Mix Asphalt (Incl. tack coat, placement, and compaction)</u>	<u>\$106.45/ton</u>	
<u>Laborers(patching, traffic control, or sweeping)</u>	<u>32.28/hour</u>	
<u>Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)</u>	<u>\$75per 1.5 cu ft</u>	
Additional Asphalt Patching (Materials, Equipment, and Labor)	\$550per 100-sq-ft	
<u>Tractor & Mower (Equipment #337)</u>	<u>\$46.47/hr</u>	
<u>Brush Chipper (Equipment #290)</u>	<u>\$32.26/hr</u>	
<u>Ford F350 (Equipment #887)</u>	<u>\$25.19/hr</u>	
<u>Backhoe Loader (Equipment #100)</u>	<u>\$52.69/hr</u>	

Operator for Self-propelled Equipment	\$40.47 \$35.00 /hr	
---------------------------------------	---	--

Table 3B – Trash and Recycle Services

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$303.94 \$269.49	\$3,647.28 \$3,233.89
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$130.97 \$116.12	\$1,571.59 \$1,393.46
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$222.89 \$168.71	\$2,674.68 \$2,024.47
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$269.20 \$262.92	\$3,230.40 \$3155.01
		Total	\$11,123.95 \$9,806.83

Table 4 – Information Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Network Design	\$64.54 \$56.43	
<u>Network Design – After Hours</u>	<u>\$96.81</u>	
Computer Support	\$50.24 \$47.85	
Computer Support – After Hours	\$75.36 \$69.69	
Network/Server Support	\$64.54 \$53.65	
Network/Server Support – After Hours	\$96.81 \$78.14	
Phone System Changes	\$64.54 \$56.20	
Phone System Changes – After Hours	\$96.81 \$84.30	
Internet Service (1 Gbps service provided by City)		\$6,000.00

Cloud-based offsite backup date storage (\$10/month up to 200 GB		
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers		
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618.00
Phone System Charges (\$4.00/user/month) 22 phones		\$1,056

Table 5A
District Owned Vehicles

2001 Dodge Pickup
2004 Chevrolet Van
2012 Dodge Ram 1500 SLT
2013 Ford Eldorado Aerolite Bus (15 Passenger)
2016 Ford F250 Super Duty F-26
2017 Trailer, VIN 4P5D71420H1258593
2018 Ford E-350 Bus (15 Passenger)
2019 1500 4x4 Hemi Reg Cab SLT

Table 5B Fleet
Maintenance Cost
Schedule

Deliverable	Hourly Billing Rate	Expense
Fleet Repair Services	\$115.00 \$140.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$115.00 \$140.00	Parts Actual Cost
Fleet Management Services	\$115.00 \$140.00	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 15, 2023
RE: Cobble Creek West Utility Service Agreement
CC: William Bell, Shani Wittenberg, Chris Dowsey, David Bries

Action

Consider entering into a utility service agreement with Chipeta Water District and Weststar Development LLC to provide City of Montrose water service to the Cobble Creek West Addition.

Background

Municipal water service within the Uncompahgre Valley is supplied by six different water providers: the City of Montrose, Tri-County Water, Menoken Water, Chipeta Water, the Town of Olathe, and the City of Delta. These six entities, in partnership with the Uncompahgre Valley Water Users Association, purchase their treated water from the Project 7 water treatment authority and then distribute within their respective water service areas. In and around the City of Montrose, these water service area boundaries can be viewed online at <http://gis.cityofmontrose.org> under the “Water Districts” map layer.

The water service area boundaries were negotiated amongst the various water providers concurrent with the development of Project 7 and the US Bureau of Reclamation’s Dallas Creek Project (Ridgway Reservoir). The boundaries aim to maximize efficiency by centering around existing/proposed transmission infrastructure and take into consideration existing and anticipated land uses. For example, the City of Montrose water service area generally focuses on the City limits and portions of the City’s urban growth boundary likely to experience urban levels of development. The surrounding rural water providers (Tri-County, Chipeta, and Menoken) are setup more for rural styles of development and are typically unable to support higher-density, urban developments. An important distinction between the urban and rural water providers is in their ability to provide fire protection; with some exceptions, the City’s water system is hydraulically designed and operated to meet code-required minimum fire flows and pressures whereas the rural systems generally are not.

As part of the water service area agreements between providers, consideration is given to allow for modification of boundaries themselves and/or to allow for service to be provided outside of the boundaries through written agreement between affected parties. This option has been utilized over the years for cases where infrastructure is not available within the established service area from its respective provider, due to hydraulic limitations of a given system, or due to limitations in water resource availability.

The Cobble Creek West Addition is an approximately 65 acre tract of land along 6400 Road, immediately west of the Cobble Creek golf course as shown in Figure 1. The area is currently within Chipeta’s water service area; however, as part of recent design efforts performed for its development, it became apparent that Chipeta’s water system would not be able to support the proposed density without substantial, cost-prohibitive system upgrades. As a result, the developer has requested the City consider servicing the area. To that end, City staff have prepared the attached utility service agreement in cooperation with Chipeta

Water and the developer. An overview of the proposed development and project-specific conditions are outlined in the agreement.

Water Resource Availability

As part of the Dallas Creek Project, the City of Montrose was allocated and has been paying for 10,000 acre-feet of Ridgway Reservoir's municipal and industrial (M&I) pool of water. The City also holds shares in the Cimarron Canal Company which are used to fill Cerro Reservoir; however, these shares are reserved for emergency use only. Total annual demands within the City of Montrose over the past several years have hovered around 4,500 acre-feet or about 45% of the City's total allocation from Ridgway Reservoir.

As part of the City's ongoing water resource master planning, the City has been working to project how much water would be needed to achieve full buildout of the City's water service area. Using conservative assumptions for the anticipated land-use density, water demand per capita, and relying on limited conservation programs to be implemented over time, these projections indicate that the City should have approximately 500 acre-feet of water to spare following full buildout. Said another way, at this time it appears that 500 acre-feet of water would be available to provide service outside of our existing water service area. It should be noted that these projections do carry a degree of uncertainty.

Of this available 500 acre-feet, it is anticipated that the proposed development within Cobble Creek West would use approximately 100.

Additional Considerations

For similar reasons related to hydraulic capacity, the original Cobble Creek neighborhood switched from Chipeta's Water Service area to the City of Montrose as part of its initial development in the late 90's. However, the Spruce Point neighborhood located immediately to the north of Cobble Creek (see Figure 1) has remained on Chipeta Water as hydraulic capacity was acceptable in that area at the time. Since then, stricter fire codes and a potential for higher density in the area are driving the developer of Spruce Point to consider switching Spruce Point over to City water as well. If this moves forward, it would be considered by City Council under its own separate utility service agreement.

COBBLE CREEK WEST UTILITY SERVICE AGREEMENT

This Utility Service Agreement (the “Agreement”) is entered into and effective this ____ day of _____, _____, by and between the City of Montrose, a Colorado home rule municipal corporation, whose principal address is 400 East Main Street, PO Box 790, Montrose, Colorado 81402 (the “City”); Chipeta Water District, a Colorado special district formed pursuant to Title 32 of the Colorado Revised Statutes, whose principal address is 14738 6175 Road, Montrose, Colorado 81403 (“Chipeta Water”); and Weststar Development, LLC, a Colorado limited liability company whose principal address is 4643 S. Ulster St., Suite 1210, Denver, CO 80237 (the “Developer”). The City, Chipeta Water, and Developer may individually be referenced herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer is the sole owner of the property located in Montrose, Colorado, more fully described on **EXHIBIT A** attached hereto and incorporated into this Agreement (“Development Property”); and

WHEREAS, the Development Property was annexed into the City of Montrose in 2006 as the Cobble Creek West Addition; and

WHEREAS, the Developer intends to subdivide the Development Property into approximately 200 residential lots in general conformance with the sketch plan included as **Exhibit B** attached hereto (“the Proposed Development”); and

WHEREAS, any development of the Development Property must be performed in accordance with the City of Montrose’s comprehensive plan, subdivision regulations, engineering specifications, zoning codes, building codes, and other applicable statutory and local requirements; including the need to provide adequate fire protection in accordance with the International Fire Code; and

WHEREAS, the Development Property is currently situated within Chipeta Water’s service area, which gives Chipeta Water the first right to provide water service for any development of the Development Property; and

WHEREAS, Chipeta Water’s existing water distribution system is unable to meet code-required minimum water pressures and flows needed to support the Proposed Development without substantial, cost-prohibitive, system upgrades; and

WHEREAS, as a result of Chipeta Water’s lack of hydraulic capacity to support the Proposed Development, Developer wishes to connect to and be provided water service by the City through extension of water mains from the City’s water distribution system located immediately east of the Development Property; and

WHEREAS, the City of Montrose completed supply and demand forecasting for its existing water service area and determined that surplus water rights currently exist beyond those needed to service full buildout of the existing service area; and

WHEREAS, the City is able to service select areas outside of its existing water service area but does so in a conservative manner and wishes to allocate this finite resource to areas experiencing active development; and

WHEREAS, the City may provide water service within Chipeta Water's water service area through a written agreement by the Parties, as required by the Service Area Agreement dated April 1, 1999, and currently in effect between the City and Chipeta Water; and

WHEREAS, Developer and Chipeta Water have negotiated and agreed to compensation of \$100,000.00 to be paid by the Developer to Chipeta Water for Chipeta Water to forego the opportunity to provide domestic water service to the Development Property and allowing such service to be provided by the City; and

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, conditions, and agreements of Parties contained herein, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties hereby agree as follows:

1. CITY OF MONTROSE AND CHIPETA WATER

Chipeta Water shall allow the City to provide water service to the Development Property, within Chipeta Water's water service area pursuant to the Service Area Agreement. Once a residential lot has been created by recordation of a City-approved final plat while this Agreement is in effect ("Platted Area"), the City agrees to provide water to that lot into perpetuity, and such lot shall be recategorized to be included within the City's water service area, as per the terms of the Service Area Agreement. If the Developer has not met the conditions set forth in this Agreement, water service for any area within the Development Property for which a final plat has not been approved by the City ("Unplatted Area") as of the effective date of the termination of this Agreement shall revert to Chipeta Water. For any such area, the City shall give Developer and Chipeta Water 30-day notice in writing. The City may terminate this Agreement with respect to any Unplatted Area if it is found, in the City's sole discretion, that it does not have the capacity to service any Unplatted Area of the Development Property. Such termination shall be effective immediately. Upon any such termination or reversion, the Parties agree to record a notice running with the Unplatted Area that is so reverted ("Reverted Area").

2. DEVELOPER

Developer shall satisfy the following conditions. Failure of the Developer to meet these conditions or breach of this Agreement in anyway shall entitle the City to terminate the Agreement and revert any Unplatted Area of the Development Property back to Chipeta Water's service area.

- a. Developer shall not use City water for irrigation of common spaces. This includes, but is not limited to, open space tracts, HOA tracts, right of way landscaping, and publicly-owned park areas. City water is intended to be used solely for water service to residential lots and units.
- b. Developer shall incorporate requirements for water wise landscaping into their neighborhood codes, covenants, and restrictions.
- c. Development shall be in general conformance with the Proposed Development sketch plan provided as **Exhibit B** or with any deviations therefrom that have been approved by the City.
- d. Developer shall obtain an approved preliminary plat from the City of Montrose for development of the property within five (5) years of the effective date of this agreement.
- e. Developer shall maintain a continuous pace of buildout for the Development Property. For the purposes of this Agreement, this shall be defined as ensuring that at least ten (10) residential lots or units are final platted every ten (10) years.
- f. Upon mutual execution of this Agreement, Developer shall pay to Chipeta Water the sum of \$100,000.00 as compensation for Chipeta Water foregoing its opportunity to provide water service to the Development Property and for allowing the City to do so. Compensation shall be paid within 30 days of the effective date of this agreement and shall be non-refundable.
- g. Developer shall be responsible for the design and construction of all necessary water main extensions and the water distribution network needed to service the Proposed Development. This includes the acquisition of any utility easements necessary where water mains cross neighboring properties. Water main extensions to the Proposed Development shall connect to the existing City of Montrose water distribution system in at least two (2) locations to be approved by the City Engineer.

3. GENERAL TERMS AND CONDITIONS

- a. **Covenant Running With the Land.** This Agreement shall constitute a covenant running with the Development Property and shall be binding on and shall inure to the benefit of Developer's successors in interest. A copy of this Agreement, or memorandum of this Agreement in a form acceptable to all Parties, shall be recorded in the chain of title for the Development Property with the Montrose County Clerk and Recorder.
- b. **Counterparts; Electronic Execution.** This Agreement may be executed in two (2) or more counterparts, all of which shall constitute a single instrument, and by one (1) or more of the Parties by facsimile or e-mail transmitted signature and all Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- c. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may

be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

- d. **Signature Authority; Successors and Assigns.** The signatory for each Party hereby confirms such signatory is an authorized agent of the respective Party and has the full power and authority to execute and deliver this Agreement as a binding document on the Party. The promises made in this Agreement by the Developer shall be deemed to have been made by any corporation or other business affiliated with Developer that acquires ownership or possession of all or any portion of Development Property. Developer may assign this Agreement to any contract purchaser of the Development Property or any portion thereof.
- e. **Indemnification.** To the fullest extent permitted by law, the Developer agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the performance of the services under this contract, 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 Developer, or any officer, employee, or agent of the Developer, or any other person for whom Developer is responsible. The Developer shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Developer's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.
- f. **Waiver.** Any waiver by the Parties of any term or condition of this Agreement shall not be deemed to be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- g. **No Venture or Partnership.** No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making either the City or Developer joint venturers or partners of any kind.
- h. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the district court for Montrose County, Colorado.
- i. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which

will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Agreement. The provisions of this Agreement shall be deemed to be severable, and if any term, phrase or portion of the Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

- j. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver of abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- k. **Term of Agreement.** The Parties' rights and obligations under this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of ten (10) years from and after the Effective Date, or until otherwise terminated as set forth herein. The Agreement shall automatically renew every ten (10) years if Developer continues the rate of development pursuant to Section 2 (c) of this Agreement.
- l. **Termination.** The City may terminate this Agreement based on Developer's failure to meet conditions or Developer's breach of this Agreement, at any time without prejudice to any other right or remedy of the City, upon giving the 30 days' written notice to all other Parties, which notice shall state the nature of the Developer's breach or failure to meet a condition and give Developer an opportunity to cure within ninety (90) days. If the City terminates this Agreement for lack of capacity as outlined in paragraph 1, such termination shall be effective immediately. Upon any such termination or reversion, the Parties agree to record a notice running with the Reverted Area.
- m. **TABOR.** The Parties agree that the City's payment of any monies 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.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY OF MONTROSE

CHIPETA WATER

By _____
Barbara Bynum
Mayor

By _____
Name
Title

DEVELOPER

By _____
Name
Title

State of _____)
County of _____) ss.

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

Witness my hand and official seal.
My commission expires: _____.

(Seal)

Notary

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Name _____, Title _____ of Chipeta Water District.

Witness my hand and official seal.
My commission expires: _____.

(Seal)

Notary

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Name _____, Title _____ of Weststar Development, LLC.

Witness my hand and official seal.
My commission expires: _____.

(Seal)

Notary

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 6, Township 48 North, Range 9 West, New Mexico Principal Meridian, Montrose County, Colorado, described as follows:

Tract 13, Lot A, Tract 13 Lot B, Tract 13 Lot C, and Tract 12 Lot C, Collins Farms as shown on Plat of Description recorded in Book 12 at Page 577, County of Montrose, State of Colorado.

Also known as Montrose County Parcel Number 399306402001

EXHIBIT B

DEVELOPMENT SKETCH PLAN



Land Use Summary

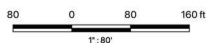
Single Family 1	8
Single Family 2	8
Single Family 3	14
Single Family 4	22
Single Family 5	10
Single Family 6	10
Single Family 7	16
Single Family 8	17
Single Family 9	10
Single Family 10	11
Single Family 11	6
Total	132

Res. / Patio 1	12
Res. / Patio 2	10
Res. / Patio 3	12
Res. / Patio 4	12
Res. / Patio 5	25
Total	73
Total	203

Cobble Creek West

Sketch Plan

December '22



MOMENTUM

Pedestrian and Cart Path

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 16, 2023
RE: North Woodgate Extension Phase II Memorandum of Agreement

Action

Consider entering into a memorandum of agreement with the Marketplace West Condominium Association to create the framework for right of way acquisition and completion of the North Woodgate Extension Project's second phase.

Project Background and Memorandum of Agreement

The City's comprehensive plan and the Colorado Department of Transportation's Townsend Avenue access control plan both call for an eventual roadway connection between East Oak Grove and Niagara Roads, east of Townsend Avenue. The intent of this connection is to provide a means for commercial and residential traffic in the area to access a traffic signal and avoid the need to turn left onto Townsend Avenue at uncontrolled intersections. The City is scheduled to construct the first phase of the North Woodgate Extension (including the Woodgate/East Oak Grove Roundabout) starting in the fall of 2024. As a continuation of this effort, Phase II of this project is envisioned to extend the Woodgate Backage Road north up to Encanto Drive along the eastern side of the Marketplace Stores shopping center as shown in Figure 1.

Phase II of the North Woodgate Extension would run through the alley access area behind the Marketplace Stores. Doing so would require the acquisition of a right of way easement through the area. To that end, City staff have drafted the attached Memorandum of Agreement (MOA) to create the framework for dedication of this right of way and completion of the roadway extension as a City capital project. Additional detail on the roadway, commitments, and timelines associated with the project are included in the MOA.

Project Timeline and Financials

The attached MOA envisions design of the Phase II backage road in 2025 with construction in 2026. Per the agreement, should the City budget to move forward with the project in these years, Marketplace Stores would agree to dedicate the right of way easements necessary for the project.

The anticipated cost for design and construction of the Phase II roadway is \$1.2M. Once constructed, because a public right of way, the roadway would be maintained in perpetuity by the City of Montrose.



Figure 1: Woodgate Backage Road Project Phases

**MEMORANDUM OF AGREEMENT
NORTH WOODGATE EXTENSION PROJECT**

This NORTH WOODGATE EXTENSION PROJECT MEMORANDUM OF AGREEMENT (the “**Agreement**”) is entered into effective as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the CITY OF MONTROSE, a Colorado home rule municipal corporation, whose principal address is 400 East Main Street, PO Box 790, Montrose, Colorado 81402 (the “**City**”); and the MARKETPLACE WEST CONDOMINIUM ASSOCIATION, INC., a Colorado not-for-profit corporation (“**Marketplace West**”) (each individually referenced herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Marketplace West is the owner of Lot 1B Parking Lot General Common Elements located in the City of Montrose and unincorporated Montrose County, Colorado and identified on the Replat of Lot 1, Wal-Mart Subdivision and Amended and Restated Condominium Map of the Marketplace West Condominium recorded with the Montrose County Clerk and Recorder as Reception Number 925950 (the “**Extension Property**”); and

WHEREAS, the City of Montrose comprehensive plan and Colorado Department of Transportation access control plan call for the eventual extension of Woodgate Road north across the Extension Property on the location and construction of the improvements shown on **Exhibit A**, attached hereto (the “**North Woodgate Extension**”). Within the Extension Property, the North Woodgate Extension is contemplated generally to overlay a right of way easement along its eastern boundary and will reflect accompanying site improvements (specifically including no less than four handicapped-accessible and 11 standard new/replacement parking spaces), all as shown on **Exhibit A**; and

WHEREAS, in order to promote orderly, safe, and efficient traffic flow in the area, allow for the efficient and beneficial use, ownership and operations of the Extension Property, and otherwise achieve the Parties’ mutual economic development goals, the Parties mutually desire to undertake a joint public/private project (the “**North Woodgate Extension Project**”) to design and construct the North Woodgate Extension in general conformance with the geometry and cross section designs shown in **Exhibit A**; and

WHEREAS, the Parties acknowledge, agree, and accept that due to applicable TABOR and related Colorado laws governing multi-year financial commitment by governmental entities (all as described in Paragraph 4.k. below), the City cannot commit at this time to the North Woodgate Extension Project, but intends to do so with the 2025 and 2026 calendar year City budgets; and

WHEREAS, the Parties acknowledge, agree and accept that their respective and collective best interests are served by entering into this Agreement, as of the Effective Date, despite the City’s inability to formally commit to the North Woodgate Extension Project until the later City Council approval needed to comply with TABOR mandates.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, conditions and agreements of the Parties contained herein, the receipt and sufficiency of which hereby are acknowledged and accepted, the Parties hereby agree, as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide an effective and reliable means for the Parties to jointly pursue the various steps necessary to undertake and complete the North Woodgate Extension Project.
2. **PROJECT STEPS AND ACTIONS.** The Parties hereby acknowledge and confirm to and with each other that the following constitute the general steps and actions necessary by each Party in order to approve, undertake and complete the North Woodgate Extension Project.

City of Montrose

- a. **Future City Council Budget Approval.** On or before December 31, 2024, the City shall confirm that the City Council has approved a budget allowing commencement of the North Woodgate Extension Project (the “**Project Approval Notice**”). In the event no such Project Approval Notice is so provided, then the Parties agree to work together in good faith to extend this Agreement on terms acceptable to the Parties.
- b. **Perform Civil Design of North Woodgate Extension.** As soon as possible following the Project Approval Notice, the City shall perform detailed civil design of the North Woodgate Extension, at its sole cost, in general conformance with the configuration presented in **Exhibit A**, or as modified through mutual written agreement between the Parties. Civil design shall include: (i) design of the roadway extension; (ii) design of project drainage and required detention facilities; (iii) design of water and sewer utility replacements as needed for existing utilities that have reached the end of their service life, and (iv) details for needed reconfiguration and relocation of parking and driveway access on the Marketplace West Property within and immediately adjacent to the North Woodgate Extension. All design work shall be undertaken in accordance with the City’s engineering specifications, subdivision regulations, and industry-accepted standards for improvements of the type contemplated. To that end, the City will prepare, at its own cost, plan sets and specifications stamped by a Colorado-registered professional engineer suitable for bidding and construction of these improvements within nine months after the Project Approval Notice.
- c. **Prepare Deeds for Conveyance of Necessary Rights of Way and Easements.** Once the footprint and details of the North Woodgate Extension are finalized with civil design, the City shall prepare legal descriptions, exhibits, and appropriate deeds for conveyance of the right of way, utility, and drainage easements (for stormwater detention areas) to the City, as necessary to construct the improvements (the “**Project Deeds**”).
- d. **Construct North Woodgate Extension and Related Improvements.** The City shall construct the North Woodgate Extension through the Extension Property, connect to Encanto Place, and reconfigure/relocate the eastern parking and driveway access in general conformance with the configuration shown in Exhibit A, all at its sole cost, within 24 months following the Project Approval Notice. Construction of the North Woodgate Extension shall include roadway improvements (curb, gutter, sidewalk, pavement, a street light at the

intersection of the North Woodgate Extension/Encanto Place, and grading), curb cuts, water, sanitary sewer, and storm drainage utilities as needed, construction of stormwater detention facilities needed to support the roadway improvements, and reconfigured/relocated parking and driveways on the northeast and eastern boundaries of the Extension Property as generally shown on **Exhibit A**.

- e. **Compensation of the Property Owners.** Given the mutual benefit the North Woodgate Extension Project and improvement costs incurred by the City bring to both Parties, rights of way and utility easements needed for the North Woodgate Extension Project are not being purchased. Rather, these are to be dedicated by the Property Owner, as needed to ensure the extended roadway and other services adequately benefit the Extension Property and achieve the City's public access needs.

The Property Owners

- a. **Execute Deeds for Conveyance of Necessary Right of Way and Utility Easements.** At the Closing, the Property Owners shall execute and deliver the Project Deeds for conveyance to the City.
- b. **Closing Event.** Following execution and delivery of the Project Deeds, to Fidelity National Title Company or Land Title Guarantee Company in Montrose, Colorado (the "**Title Company**"), the Title Company shall record the Project Deeds at a closing event to be scheduled with agreement by the Parties (the "**Closing**"). At the Closing, the Parties shall execute and deliver such documents as shall be necessary to affect the North Woodgate Extension Project and to comply with the terms of this Agreement. If allowed by the Title Company, Closing may be conducted electronically or remotely for convenience of the Parties.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES

- a. **Property Owner Covenants, Representations and Warranties.** The Property Owner hereby covenants, represents and warrants to and with the City and each other to proceed in a timely manner and reasonably cooperate in good faith with the City, to take all actions necessary to comply with the terms of this Agreement to enable the City timely to complete the North Woodgate Extension Project including, without limitation, performing, negotiating, providing, executing and/or delivering all documents, information and/or items and undertakings contemplated by, and/or appropriate or needed to achieve, the Project Approval Notice to enable undertaking and completion of the North Woodgate Extension Project pursuant to this Agreement.

- b. **City Covenants, Representations and Warranties.** The City hereby covenants, represents and warrants to and with the Property Owner, that it will proceed in a timely manner and reasonably cooperate in good faith with the Property Owner to take all actions necessary to comply with the terms of this Agreement and timely complete the North Woodgate Extension Project including, without limitation, performing, negotiating, providing, executing and/or delivering all documents, information and/or items and undertakings contemplated by, appropriate or needed to achieve the Project Approval Notice pursuant to this Agreement.

4. GENERAL TERMS AND CONDITIONS

- a. **Counterparts; Electronic Execution.** This Agreement may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- b. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- c. **Signature Authority; Successors and Assigns.** The signatory for each Party hereby confirms he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this Agreement as a binding document of the Party. The promises made in this Agreement by the Property Owners shall be deemed to have been made by any corporation or other business affiliated with Property Owners that acquire ownership or possession of all or any portion of the Extension Properties. This Agreement shall be binding upon the successors and assigns of the Parties.
- d. **Indemnification.** To the fullest extent permitted by law, each of the Property Owners, jointly and severally, agrees to indemnify, defend and hold harmless the City, and each other as well as their respective officers and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the performance of the services under this Agreement, 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 any Property Owner, or any officer, employee, or agent of the Property Owner, or any other person for whom the Property Owner is responsible. The Property Owner shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. This Property Owner indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by any act, omission, or other fault of the City.
- e. **Remedies.** The Parties waive entitlement to claim or receive any form of monetary damages, including but not limited to remedial, compensatory, punitive, liquidated or economic,

including lost profits. The sole remedy available to the Parties shall be specific performance of this Agreement.

- f. **Waiver.** No waiver by the City or Property Owners of any term or condition of this Agreement shall be deemed to be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- g. **No Venture or Partnership.** No form of joint venture or partnership exists between the Parties and nothing contained in this Agreement shall be construed as making either the City or Property Owners joint venturers or partners of any kind.
- h. **Applicable Law/Severability.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the District Court for Montrose County, Colorado. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application thereof to a particular situation shall be held invalid by a court of competent jurisdiction, such provision or application thereof shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or any other provision of this Agreement.
- i. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver or abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- j. **Term of Agreement.** The Parties' rights and obligations under this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of four years from and after the later of: (i) the Effective Date; or (ii) the Project Approval Notice; or (iii) the date of performance of any obligation by a Party under this Agreement (with respect only to that obligation to be performed).
- k. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. The Parties hereby acknowledge and agree that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this Agreement to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City's obligations to perform any obligations under this Agreement shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this Agreement.
- l. **Further Assurances.** The Parties hereto agree 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.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY:

CITY OF MONTROSE, COLORADO

By: _____
William Bell, City Manager

MARKETPLACE WEST:

MARKETPLACE WEST CONDOMINIUM ASSOCIATION, INC.,
a Colorado not-for-profit corporation

By: _____
Cheryl Carstens Miller, President

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by William Bell, City Manager of the City of Montrose, Colorado.

Witness my hand and official seal.
My commission expires: _____.

Notary

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Cheryl Carstens Miller, President of Marketplace West Condominium Association, Inc., a Colorado not-for-profit corporation.

Witness my hand and official seal.
My commission expires: _____.

Notary

Exhibit A

North Woodgate Extension Project Overview

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Chris Dowsey, City Attorney, David Bries, Utilities Manager
DATE: December 4, 2023
RE: Suburban Water Dissolution
CC: William Bell, Ann Morgenthaler

Background

Montrose Suburban Water Works District, Inc. (Suburban) is a nonprofit corporation which the boundaries of its district were originally formed in 1922. As a nonprofit corporation, Suburban purchases water from the City of Montrose (City) at wholesale cost and resells the water to its customers, thus making it within the City's water boundary. Throughout the years, there have been talks between the City and Suburban at several different times for the City to take on Suburban's assets but none proved to be fruitful.

On June 11, 2023, Suburban had a large main break on Spring Creek Road for which the repairs more than depleted their reserves. As they bill their customers once every two months and the City bills its customers on a monthly basis, it became difficult for Suburban to meet its obligations to the City and would essentially become insolvent during this timeframe. On August 9, 2023, Suburban's Board of Directors voted to pursue the transfer of water services of its customers to the City.

Suburban's Board President, met with City Staff on multiple occasions to facilitate the same. After several meetings, the City and Suburban came up with a blueprint to make this happen. Generally, Suburban customers do not desire to be annexed into the City and the City has agreed to this. If any of these customers would like to be annexed, they would have to go through the standard annexation procedure.

On October 25, 2023, a quorum of Suburban's members voted unanimously to dissolve the company effective January 1, 2024. This gives the City time to prepare to take on the over 300 customers within Suburban's service area as individual City customers. The City is happy to bring on these customers and give them the level of service that all City customers receive.

AWARD RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Director
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
Nik Pridy, Streets Superintendent
DATE: December 4th, 2023
Subject: 2024 Asphalt Crushing Award Recommendation



Recommendation

Consider award of a professional service agreement with Rocky Mountain Aggregate and Construction, LLC. for the service of asphalt crushing at the City's Material Storage Yard in the amount not-to-exceed \$200,000.00

Background

The City of Montrose Public Works utilizes a material storage yard (AKA The Pit) on top of Sunset Mesa to store gravel, cobble, fill materials, concrete, and asphalt debris. The asphalt stored at The Pit is made up of pieces of asphalt ranging from baseball size up to large slabs and the pile has grown to a substantial size over the last several years of storage.

The asphalt can be reused in a few different ways like construction or resurfacing of millings trails or processed through an asphalt recycler for patching the city streets. The asphalt needs to be crushed into smaller pieces to meet the specifications of a class 6 base course to be able to be utilized for those other purposes.

The City issued an RFP for this service in October of 2023 and received 3 bids. The proposals are evaluated on similar project experience, references, project approach, equipment, crew and price. The bids received and their scores are listed below.

Company	Rate	Score
Rocky Mountain Aggregate - Montrose, CO	\$9.86/ton	2.84
Sako Excavation - Ridgway, CO	\$8.00/ton	2.33
Dirtworks Construction - Grand Junction, CO	\$4.25/ton	2.63

City Staff are recommending award to Rocky Mountain Aggregate from Montrose, CO.

Net Financial Impact

The 2024 budget includes \$200,000.00 in the Streets Professional/Contract Service Budget 100-5115-353-000 and this contract will be a Not-to-Exceed in the amount of \$200,000.00.

CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Montrose City Council
FROM: Jim Scheid, Public Works Director and
Daniel Payne, Parks Superintendent
DATE: December 4, 2023
RE: Baldrige Park Master Plan Contract Award Recommendation
CC: William Bell, Ann Morgenthaler, Shani Wittenberg

Recommendation

Consider for approval the award of the Baldrige Park Master Plan contract to Berry, Dunn, McNeil & Parker, LLC (BDM&P) of Portland, Maine in the amount of \$174,048.00

Background

Public Works requested proposals from qualified consulting firms to provide professional services to the City to update the Baldrige Regional Park Master Plan. The Request for Proposals (RFP) required that the selected firm will have proven experience and knowledge in park and recreation planning, project management, and effective public involvement processes and will work closely with City and Montrose and Recreation District staff.

The Master Plan drives Baldrige Regional Park's long-range and near-term planning and directs decision-making and resources toward a clearly defined vision for its future, including the development and redevelopment of the parks, facilities, open space, and recreation system over the next 20 years. The planning process consists of the following components: needs assessment, visioning, identifying and evaluating community needs, priorities, opportunities, public involvement, realistic goals for implementation, and actions needed to implement the plan.

From this planning process the Master Plan is created and the selected firm will provide a response document that summarizes the planning process, the public input process, maps and data collected, the level of service standards and maintenance obligations, phased implementation/financial plan and concept design documents.

Proposals were requested through a Request for Proposal (RFP) process. The following is a summary of the proposals received and how they scored in the categories of firm experience, approach and strategy, team member experience, and fee proposal.

Company	Proposal Price	Matrix Score
Berry Dunn McNeil & Parker – Portland, ME	\$174,048	3.121
DHM Design – Durango, CO	\$191,965	2.891
THK Associates – Aurora, CO	\$139,620	2.800
Superbloom/ SE Group – Denver, CO	\$258,345	2.617
SCJ Alliance – Crested Butte, CO	\$213,000	2.463

City Staff recommends awarding Berry, Dunn, McNeil & Parker.

Net Financial Result

The project timeline requires completion in the year 2024 which will expend the full \$174,048.00 in 2024. There is \$250,000.00 included in the 2024 Conservation Trust Budget (GL #250-6000-353-000) and there is funding dedicated from the Recreation District in the amount of 60,000.00. This makes the project budget \$310,000.00. The expected expenses of \$174,048.00 will leave the project significantly under budget (about \$135,952.00).

BALDRIDGE REGIONAL PARK MAP



Baldridge Regional Park covers around 265 acres and has both developed and undeveloped areas. Within Baldridge Regional Park, the Montrose Recreation District manages several sections, including Holy Park, Ute/McNeal Fields, Stover Field, and the 10-acre field in Cerise. Additionally, there are many amenities available, such as a sports facility on Sunset Mesa, the Montrose Rotary Amphitheater, two dog parks, a popular water sports park, a concrete skate park, a bike pump track and obstacle course, over 7.9 miles of soft surface trails, 4.8 miles of concrete recreation path, an 18-hole disc golf course, picnic shelters, restrooms, playgrounds, and parking lots.



CITY OF MONTROSE
CITY CLERK

MEMO

DATE: November 30, 2023
TO: City Council
FROM: Lisa DelPiccolo, City Clerk
RE: Designation of Official Posting Location

The Colorado Sunshine Law requires designation of an official posting location at the first regular meeting of each calendar year. As of July 1, 2019, local governments are required to designate their websites as official posting locations with secondary locations designated for exigent or emergency circumstances.

Since 2020, the City of Montrose has designated the website as the official posting location with the bulletin board at City Hall as a secondary location. Our ongoing practice is to post agendas for all public meetings on the Public Portal of the website and to post a physical copy of the agenda on the bulletin board at City Hall.

