



CITY COUNCIL WORK SESSION
Monday, December 2, 2024 - 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 online via livestream](#) and video recordings of the meetings can be viewed on our [YouTube page](#).

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. Schedule time to book this resource, by [emailing the City](#) at least 3 days before the meeting.

1) PLANNING COMMISSION APPLICANT INTERVIEWS

- A) Ronald Cairns
- B) Phoebe Benziger
- C) Steven Ball

2) DISCUSSION ITEMS

- A) Acquisition of a Conservation Easement Within Colorado Outdoors (15 minutes)
Staff: City Manager Bill Bell and City Attorney Chris Dowsey
- B) Intergovernmental Agreement with Montrose Recreation District (10 minutes)
Staff: Community Development Director Jace Hochwalt
- C) Police Department Server Purchase (20 minutes)
Staff: Police Chief Blaine Hall, PD Systems Administrator Drea Cole
- D) Supplemental Budget Ordinance (10 minutes)
Staff: Finance Director Shani Wittenberg
- E) San-Miami Sewer Improvements Contract Award (10 minutes)
Staff: City Engineer Scott Murphy



- F) 6600 Road Sidewalk Extension Design Contract Award (10 minutes)
Staff: City Engineer Scott Murphy
- G) Public Works Facility Project Funding Reimbursement Resolution (15 minutes)
Staff: Public Works Director Jim Scheid
- H) Lease Renewal with Cimarron Canal Reservoir Company (15 minutes)
Staff: City Attorney Chris Dowsey

3) GENERAL CITY COUNCIL DISCUSSION

4) STAFF COMMENTS



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission

(Submit separate application for each board – Review attached information on board or committee)

Full Name Ronald L. Cairns

Home Residence Address [REDACTED] Montrose CO 81401

Mailing Address (if different) _____

Business Name and Address _____

Job Title _____

Telephone Numbers: Home/Cell [REDACTED] Work N/A

E-Mail Address _____

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).
I served for 6 years as Planning Commissioner in Scappoose, Oregon

Why are you interested in serving on this board?

I served for 6 years as Planning Commissioner in Scappoose, Oregon. I served as an alternate on the Montrose Planning Commission and was promoted to full time planning commissioner earlier this year.

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒

If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
Scappoose OR Planning Comm.	02/08 - 01/2014	Planning Commissioner
Scappoose Rural Fire Dept.	07/14 - 01-2021	Board of Directors
Montrose Fire Dept.	12/23 - present	Board of Directors

What else can you tell us about yourself?

I served as a Scappoose Volunteer Firefighter for 12 years. I am active church member at Living Word Lutheran Church in Montrose.

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission
 (Submit separate application for each board – Review attached information on board or committee)

Full Name Phoebe J. Bengtson

Home Residence Address [Redacted] Montrose, CO

Mailing Address (if different) _____

Business Name and Address _____

Job Title _____

Telephone Numbers: Home/Cell [Redacted] Work _____

E-Mail Address [Redacted]

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).

I have been serving on the planning commission board the past 4 years.

Why are you interested in serving on this board?
I enjoy it -

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒
 If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
<u>old RE-1 School Board</u>		
<u>Montrose Community Foundation</u>		<u>Dolphin House - current (director)</u>
<u>BU Boys & Girls</u>		<u>CASA - current (director)</u>
<u>Montrose Medical Alliance</u>		

What else can you tell us about yourself?

Resident of Montrose p 42 years (!)

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.

Phoebe Benziger
[REDACTED]

Montrose, CO 81401
[REDACTED]
[REDACTED]

Members of the Montrose City Council
Montrose, Colorado

Dear City Council Members

I am writing to formally request reappointment to the Montrose City Planning Commission. It has been an honor to serve in the capacity, and I take great pride in contributing to the thoughtful development and planning of our great community.

During the past four years I have enjoyed learning zoning regulations, reviewing proposals, and engaging with the community, just to name a few. I am committed to ensuring that the decision of the planning commission align with the long range plan established for our City.

I would be grateful for the opportunity to continue serving on the Planning Commission. Thank you in advance for your consideration.

Sincerely,


Phoebe Benziger



Application for a Volunteer Board or Advisory Committee

Board you are interested in Planning Commission
(Submit separate application for each board - Review attached information on board or committee)

Full Name Steven Ball

Home Residence Address 925 S. 1st St. Montrose CO 81401

Mailing Address (if different) _____

Business Name and Address Montrose Recreation District

Job Title Grant & Data Specialist

Telephone Numbers: Home/Cell 415-310-7096 Work 415-310-7096

E-Mail Address Steve-w.ball@gmail.com

If the board applied for requires expertise, please tell us about your qualifications in that area (education, experience, etc.).

B.S. Environmental Economics / B.A. Philosophy

M.S. Public Administration

3 years on the Montrose Planning Commission

Why are you interested in serving on this board?

Please see attached letter.

Will you have any conflicts with the services required of the board being applied for? Yes ☐ No ☒

If yes, please specify _____

What other volunteer boards have you served on?

Board	Dates	Position or Role
<u>Homeless Coordinating Board</u>	<u>2008-2010</u>	<u>Agency Rep</u>
<u>Curriculum Committee</u>	<u>2014-2016</u>	<u>Student Rep</u>
<u>Montrose Community Foundation</u>	<u>2023-2024</u>	<u>Secretary</u>

What else can you tell us about yourself?

Please see attached letter.

Include a letter of interest with this application addressed to the Montrose City Council, c/o City Clerk, P. O. Box 790, Montrose, CO 81402-0790. If you submit more than one application, please indicate which board you are most interested in.

Montrose City Council,

This letter is to express interest in serving on the Planning Commission. My prior term serving diligently on the planning commission prepares me to excel in another term. In addition to this experience, my combination of education in economics and career in social work and non-profit administration provides context to consider the balance between economic and quality of life impacts of city planning decisions.

Serving on the Planning Commission the past 3 years I have been part of the formal process of integrating distinct but overlapping interests of different segments of the community. I know how to make careful decisions based on the City Code, after considering the information presented by the City and listening closely to public comments. Following this procedure ensures everyone in the community is treated fairly under the law and with equal dignity, and allows Montrose to grow harmoniously.

In addition to this experience serving on the Commission, my unusual combination of skills will ensure I am effective and constructive over the next term. My background in social work equips me to see how different perspectives fit together. An education in economics helps me think through specific economics implications of planning decisions. My background in philosophy helps connect specific circumstances before the planning commission to the lives of residents and the community as a whole. I will use these skills and experience to help the City of Montrose that I love.

Thank you for your time reviewing my application. I hope to see you for an interview to answer questions.

Sincerely,

Steve Ball



CITY OF MONTROSE

City Attorney's Office

MEMO

DATE: December 2, 2024
TO: Honorable Mayor and City Council
FROM: Bill Bell, City Manager and Chris Dowsey, City Attorney
RE: Acquisition of a Conservation Easement Within Colorado Outdoors

Background:

The City has been working with the owners of a parcel within Colorado Outdoors to secure rights to preserve the Morada site. Over the years the Morada site has remained an important cultural and historical site to the adjacent La Raza neighborhood. The site housed a Morada prayer house for a local order of the Penitente Brotherhood between 1940 and the mid 1970's. The Penitente Brotherhood is a religious organization related to the Roman Catholic Church whose main population is found in the southwestern United States. As part of design studies for the Colorado Outdoors development, the City hired Alpine Archaeology (Montrose, CO) in 2017 to delineate the site and confirm its historical significance. These investigations served as the basis for the location of the proposed historical easement. Because no development was proposed in the area in the foreseeable future, the site remained in its untouched state since the 2017 historical investigation was performed. As development continues to occur in Colorado Outdoors, the adjacent neighborhood has requested the site be formally preserved to ensure no development can occur at the location of the historic Morada.

There are two easements the City would be preserving with this purchase, the conservation easement for the Morada and an access easement. The access easement is subject to relocation pending the needs for development on the parcel. The conservation easement allows the City to constructing improvements that add to the historical and cultural significance of the site. The cost to purchase these easements is \$150,000.



Proposed Action:

Consider the approval of \$150,000 in expenditures for the purchase of a conservation easement within Colorado Outdoors to preserve the Morada site.





CITY OF MONTROSE
Community Development

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: December 2, 2024
RE: Proposed Changes to 2024 Montrose Recreation District/City Shared Services IGA

ATTACHMENTS

- Exhibit A: Proposed 2025 IGA (reflective of revisions)
-

Project Background:

Each year the City of Montrose staff and the Montrose Recreation District staff review the Intergovernmental Agreement between the City of Montrose and the Montrose Recreation District Regarding Shared Services. City and District staff 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. Recreation District staff have reviewed this agreement, and it will go to the Montrose Recreation District Board on December 12. A redlined document showing changes between the 2024 version and the proposed 2025 version is attached.

Neither entity is proposing significant changes in 2024, but some notable changes include the following:

- Clarity regarding financial reporting. The City's finance department does not provide full financial reporting services to the District, but instead provides financial transaction imports on a monthly basis. In 2025, City staff will continue to import transactional data provided from the Montrose Recreation District staff, but the eventual goal is for the District staff to complete these imports and do financial reporting autonomously. This is expected by late 2025. As such, the text has been updated to reflect this.
- An addition was made for clarity of trash maintenance at the Flex Park. While District staff provide maintenance to the park itself, it will be the responsibility of the City for trash collection. This has been the case in practice, but was not laid out in the agreement until now.
- In the IT Services section, language has been added specific to a location analytics software known as Placer.ai. An annual subscription for this software was purchased in

the Summer of 2024 and has an annual renewal. District staff has agreed to pay a 36% share of the total cost (anticipated at \$10,584 in 2025, as reflected in Exhibit D). The District and City are using this software to quantify users of the public park system and to help inform the update of the Baldrige Park Master Plan.

- Language has been modified and pared down specific to Fleet Preventative Maintenance Services. City staff and District staff agreed that this section could be simplified and eliminate text about specific repair types. Moving forward, the City will provide District staff with a “Monthly Maintenance Due Report”. In addition, work outside of the scope of preventative maintenance services will be reviewed and approved by the MRD Maintenance Superintendent and the City of Montrose Fleet Superintendent.
- Lastly, Schedule A has been updated based on slight changes in fees. There were no changes to the Legal Services Cost Schedule, Facility Services Cost Schedule, or Fleet Maintenance Cost Schedule. Finance reporting fees increased from \$92.94/hour to \$93/hour. Annual Trash and Recycle Services costs increased from \$11,123.95 to \$12,921.79. Hourly fees for Information Services increased nominally by about one percent.

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

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 2024, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 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, ~~2024~~2025 (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) ~~On a monthly basis, the City’s finance department shall will import the transactional data provided from the -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) The District will utilize the services as written in sections a and b above until such time as they are able to transition to provide them autonomously. This is planned for completion in 2025. The City will bill for financial services rendered until the district is complete with

~~this transition. 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 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 estimated value of this work shall be \$4,000 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, 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 be created annually, not later than January 31 of each year. 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 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 Facilities Manager, Justin Mashburn.

- iv) The District shall provide a layout of the proposed field locations for each sports season as part of the Master Schedule. Except as otherwise provided herein, the District shall have priority in scheduling events in the Master Schedule 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 \$4,000. Additional work may be scheduled with the District and invoiced to the City at a rate of \$42.67 per hour, including labor and equipment.

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.

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 and will also provide trash service for the Flex Park. It is understood that ~~MRD's~~ the District's maintenance of Flex Park is contingent on its occupancy of Flex Rec at Colorado Outdoors.

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, with the exception of location analytics software, Placer.ai. The District agrees to pay the City 36% of the annual cost of Placer.ai, which can be utilized by both City staff and District staff. This annual payment is to be paid on May 29th of each year unless the City and the District mutually agree to terminate the software contract prior to the annual renewal date.

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% 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 -100% discount to Full Time District employees and active Board of Directors members on the regularly priced Black Canyon Card, which is a value of \$50, providing access to discounted golf, merchandise, and food.
- 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 \$11,123,921.79 value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of \$11,123,921.79 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). The District shall provide the City with credit, (equivalent to an annual value of \$3,000) 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, 2024 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 2025 with City, District must notify City no later than October 15, 2024.

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 _____, 2024.

CITY OF MONTROSE

ATTEST:

Barbara Bynum, Mayor

Lisa DelPiccolo, City Clerk

MONTROSE RECREATION DISTRICT

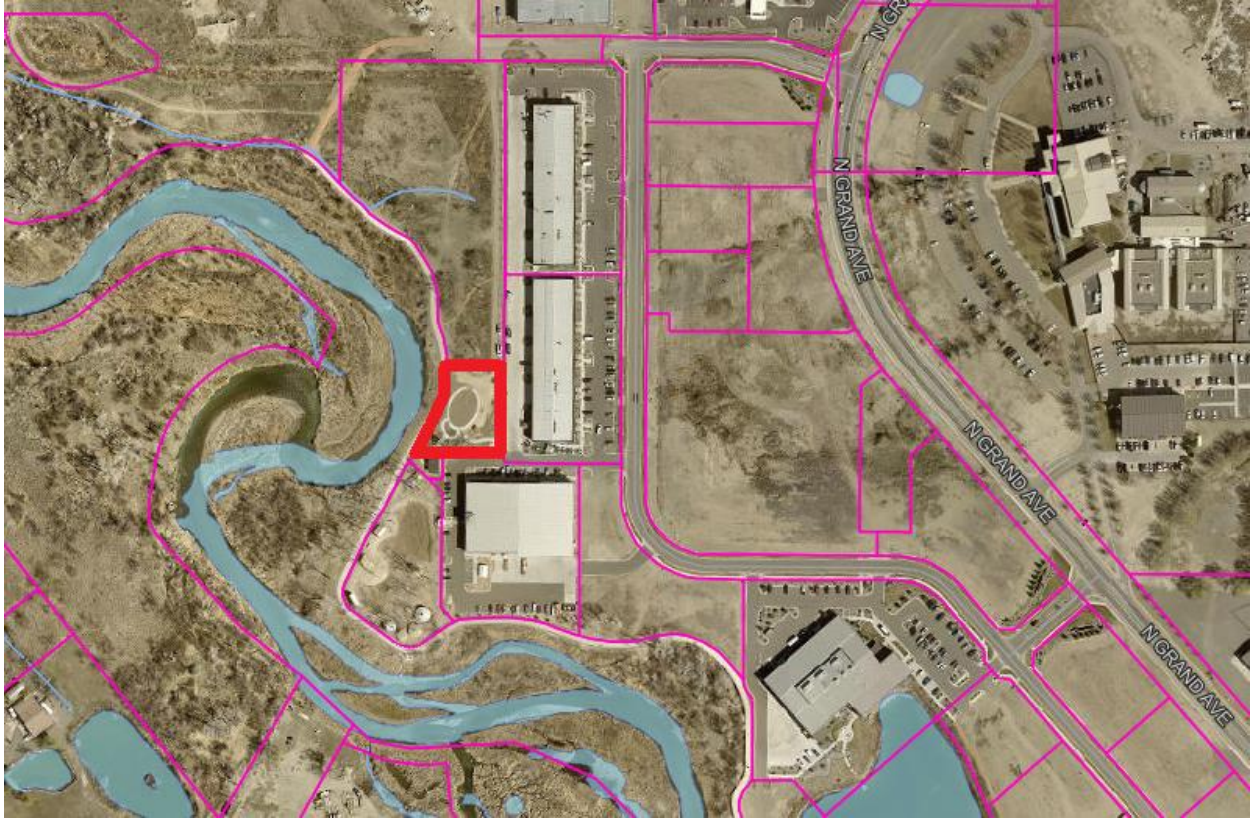
ATTEST:

Allison Howe~~Christina Files~~, President
President

Suzi King~~Allison Howe~~, Vice

Exhibit A





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

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 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.
 - C. 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 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. 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, 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. D. 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. The City of Montrose Fleet Superintendent will provide a monthly "Scheduled Maintenance Due Report" of MRD Fleet to the MRD Maintenance Superintendent.
- C. Work Outside the scope of Preventative Maintenance Services as defined below in Section F will follow these steps:
 - i. City of Montrose Fleet Superintendent will provide an estimated price of parts and labor along with an estimated completion date.
 - ii. MRD Maintenance Superintendent will review and approve work.
 - iii. MRD Maintenance Superintendent will schedule the approved work with the City Fleet Superintendent.
- D. Work can only be requested, submitted, accepted, or approved by the MRD Maintenance Superintendent and the City of Montrose Fleet Superintendent.
- ~~B. E.~~ 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. F.~~ 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. i. 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.~~
~~Light truck, 5,000 mile service or “A” service includes: Change engine oil and filter, lube chassis and rotate tires. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.3 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. G.~~ 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.

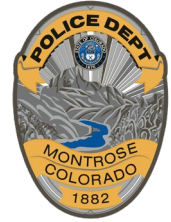
Table 1 – Financial Services Cost Schedule			
Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting	80	\$93.0092.94	\$7,435.207,440.00
Financial Reporting			
Table 2 – Legal Services Cost Schedule			
Deliverable	Hourly Billing Rate		
City Attorney	\$100.00		
Table 3 – Facility Services Cost Schedule			
Task	Billing Rate	Annual Expense	
Management	\$70.32/hr		

Additional Parking Lot Sweeping	\$38.48for labor / \$232.21for sweeper		
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA	
Crack Sealing			
Air spade excavation of debris along seams and cracks in the asphalt mat (Truck, Trailer, Compressor, Two Laborers)	\$1.10/linear foot		
Crack Seal (Raw Material)	\$1.50 per pound		
Application of Material (H. Truck, Crack Sealer, 2 Laborers) Including placement, conditioning and sanding	\$105/hour		
Additional labor	\$32.28/hour		
Asphalt Patching			
Saw or Wheel Cut Neat Line for Asphalt Patching (Excl. length where pavement abuts concrete or edges of existing pavement)	\$4.40/linear foot		
Removal and Disposal of Asphalt Mat (Street Patch Areas) (Incl. base course reconditioning, compaction, and proof rolling (where possible))	\$9.00/square yard		
Patch Area Over Excavation and Disposal	\$26.75/cubic yard		
Aggregate Base Course (CDOT Class 6) (Incl. placement, moisture conditioning, and compaction)	\$26.75/ton		
Hot Mix Asphalt (Incl. tack coat, placement, and compaction)	\$106.45/ton		

Laborers(patching, traffic control, or sweeping)	32.28/hour		
Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)	\$75per 1.5 cu ft		
Tractor & Mower (Equipment #337)	\$46.47/hr		
Brush Chipper (Equipment #290)	\$32.26/hr		
Ford F350 (Equipment #887)	\$25.19/hr		
Backhoe Loader (Equipment #100)	\$52.69/hr		
Operator for Self-propelled Equipment	\$40.47/hr		
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 <u>364.73</u>	\$3,647.28 <u>4,376.74</u>
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$130.97 <u>121.58</u>	\$1,571.59 <u>1,458.91</u>
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$222.89 <u>267.47</u>	\$2,674.68 <u>3,209.61</u>
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$269.20 <u>323.04</u>	\$3,230.40 <u>3,876.54</u>
		Total	\$11,123.95 <u>12,921.79</u>

Table 4 – Information Services Cost Schedule			
Task	Hourly Billing Rate	Annual Expense	
Network Design	\$65.14	\$64.54	
Network Design – After Hours	\$96.81 <u>97.71</u>		
Computer Support	\$50.24		
Computer Support – After Hours	\$75.36		
Network/Server Support	\$64.54 <u>65.14</u>		
Network/Server Support – After Hours	\$96.81 <u>97.71</u>		
Phone System Changes	\$64.54 <u>65.14</u>		
Phone System Changes – After Hours	\$96.81 <u>97.71</u>		
Internet Service		\$6,000.00	
(1 Gbps service provided by City)		\$6,000.00	
Cloud-based offsite backup data 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	
<u>Placer.ai location analytics software (36% share of total annual cost)</u>		<u>\$10,584</u>	
Table 5 Fleet Management Cost Schedule			
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			
Fleet Maintenance Cost Schedule			
Deliverable		Hourly Billing Rate	Expense
Fleet Repair Services		\$115.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$115.00	Parts Actual Cost	
Fleet Management Services	\$115.00		
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate	



**CITY OF MONTROSE
POLICE DEPARTMENT**
434 South First Street
Montrose, Colorado 81401
(970) 252-5200 Phone
(970) 252-5216 Fax

AUTHORIZATION FOR PURCHASE RECOMMENDATION

TO: Honorable Mayor and Montrose City Council
FROM: Blaine Hall, Police Chief
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
DATE: November 26, 2024
Subject: Police Department Flex Server Replacement/Upgrade with added DR Server

Recommendation:

Staff recommends approving \$295,198.21 for the replacement and upgrade of the Montrose Police Department's existing Motorola Flex server hardware and software. This upgrade includes the addition of a Disaster Recovery (DR) server, which will be located at the WestCo Dispatch Center. The DR server is a critical addition for ensuring backup capabilities and enhancing system reliability in the event of a system failure.

Background:

The Montrose Police Department currently serves as the primary agency sharing server resources with partner organizations, including WestCo Dispatch, and facilitates CAD (Computer-Aided Dispatch) communications for eight of the surrounding agencies. Industry standards recommend a replacement cycle of five to seven years for server hardware and software, as systems typically become obsolete after five years. The current system is six years old.

We have found that after five years of use, both hardware and software begin to degrade, leading to increased maintenance costs and potential system failures. The shared data system is vital for officer safety and operational efficiency, as it allows agencies to access critical information about individuals (e.g., officer safety flags) and avoid delays typically associated with separate systems. Sharing jail information also saves time by allowing direct access to incarceration data, eliminating the need for phone calls and follow-up inquiries. Furthermore, cost savings are realized through the ability to share system-related expenses across multiple agencies.

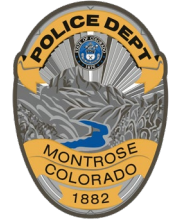


November 26, 2024

Page 2

Net Financial Impact:

Over the past four years, the City's IT department has allocated funds for server replacement, and we have billed partner agencies for replacement costs. The addition of the DR server has raised the total project cost beyond previous projections. However, this investment is essential for ensuring data redundancy and system continuity for all participating agencies.



**CITY OF MONTROSE
POLICE DEPARTMENT**
434 South First Street
Montrose, Colorado 81401
(970) 252-5200 Phone
(970) 252-5216 Fax

Sole Source Justification Document for Motorola Flex Hardware Update/Replacement

November 26, 2024

I. Introduction

This document provides a justification for acquiring updated hardware and software for the Montrose Police Department and partner agencies, specifically to enhance our existing law enforcement equipment and software provided by Motorola. Motorola currently serves as our primary law enforcement database vendor. Given the essential nature of our operations and the need to maintain system continuity, we believe that continuing our partnership with Motorola is the most effective solution for our department and the agencies we support.

II. Background

1. Long-standing Partnership

- We have been using our existing system for our law enforcement database since 1990.
- They have an extensive understanding of our system architecture, workflows, and specific needs.

2. Current System Overview

- Our existing system integrates with several other agencies (MTV PD, TMO, OURS, OUPD, RMO, WestCo, OLPD) creating a network of collaborations with partner agencies, this is vital for effective law enforcement data sharing and dispatch services.
- The hardware in use is reaching the end of its lifecycle, necessitating a replacement.



III. Need for Update/Replacement

1. Aging Hardware

- Current hardware is experiencing some performance issues and can cause increased downtime.
- Compatibility with new software and technologies is becoming problematic.

2. Minimizing Downtime

- Any change in vendor could lead to significant learning curves and potential system incompatibility.
- Motorola can provide updates with minimal disruption to our ongoing operations, ensuring that all agencies continue to function smoothly.

IV. Benefits of Staying with our Existing Vendor

1. Expertise and Knowledge

- Motorola possesses intimate knowledge, understanding the unique requirements and the configurations. New vendors would not have the same knowledge.
- The historical context and existing employees allow for quicker troubleshooting and more efficient updates.

2. Seamless Integration

- Continuing with Motorola ensures that any changes of hardware and software will be compatible with existing system interfaces, reducing the risk of downtime or operational failure.
- The vendor's experience with our specific setup means they can anticipate potential issues and address them proactively.

3. Cost-Effectiveness

- Avoiding a vendor transition minimizes costs associated with training, system integration etc.
- Sharing with our partner agencies helps in some cost savings for all the agencies.

V. Conclusion

In light of our long-standing relationship with Motorola, their familiarity with our systems, and the need to minimize downtime for multiple agencies especially dispatch downtime, we strongly recommend proceeding with them for our hardware and software update in replacing our legacy system. This approach aligns with our commitment to operational excellence and the safety of our community and safety for our officers and our partner agencies officers.

Drea Cole, Police Systems Administrator



CITY OF MONTROSE

SOLE SOURCE WAIVER REQUEST

REQUESTING DEPARTMENT: Montrose PD & IT DATE: 11-26-24

REQUESTED BY: _____ BID NO. _____

VENDOR NAME: Motorola COST: 295,198.21

JUSTIFICATION

(INITIAL ALL ENTRIES THAT APPLY TO REQUEST)

PRODUCT OR SERVICE DESCRIPTION: Montrose Police Dept. Server Refresh

1. X Vendor is the original equipment manufacturer and there are no regional distributors.
2. X The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service from another manufacturer or vendor.
3. _____ The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds.
4. _____ No other equipment is available that shall meet the specialized needs of the department or perform the intended function.
5. X Detailed justification is available which establishes beyond doubt that the vendor is the only source available to provide the item or service required.
6. _____ Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

I recommend that competitive procurement procedures be waived and the product or service described herein be purchased as a sole source.

DEPARTMENT HEAD AUTHORIZATION: _____

Authorized Signature

Title

Date

FINAL AUTHORIZATION: City Council Approval Required (\$50,000 +)
 City Manager Approval Required (up to \$50,000)

YES NO
 YES NO

MANAGER/COUNCIL AUTHORIZATION: _____

Authorized Signature

Title

Date

Attach detailed justification documentation



MOTOROLA SOLUTIONS

Motorola Solutions

Telephone: 435-840-0198
tally.gochis@motorolasolutions.com

September 18, 2024

City of Montrose/Montrose County
Attn: Drea Cole

Subject: Spillman Flex Production Server Refresh & Migration

To whom it may concern,

The purchase of the Motorola Solutions Inc. owned Spillman Flex Server and its associated components is recommended to be acquired through Solutions II who is the sole Server partner to Motorola Solutions Inc. and has been responsible for thousands of successful Server deployments for well over 10 years.

Server migration services are required in this project. Motorola Solutions Inc. is the sole provider of the Server migration services due to the proprietary and complex nature of the Spillman Flex Application. Solutions II works in tandem with Motorola Solutions Inc. by acquiring the specified hardware required, performing the onsite installation of the equipment, testing the equipment and then handing it off to Motorola to perform the Server Migration to the newly installed equipment – with Solutions II and Motorola Solutions Inc. ensuring the entire project is completed successfully from start to finish.

Due to the complex proprietary software components as well as the complexity of the overall design, we recommend that Motorola Solutions Inc. and Solutions II perform all setup, installation, maintenance and ongoing support of the Spillman Flex Server.

Modifications and enhancements to the software must be completed by Motorola Solutions Inc. technical services to ensure operability with existing Motorola software infrastructure. Motorola Solutions Inc. is the only provider of the Spillman CAD/Records/Mobile and Jail applications.

Sincerely,

MOTOROLA SOLUTIONS INC.

Tally J. Gochis
Spillman Flex Account Sales
Motorola Solutions Inc.

ORDINANCE NO. 2678

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, AMENDING ORDINANCE NO. 2645 WHICH APPROPRIATED FUNDS FOR DEFRAYING THE EXPENSES AND LIABILITIES OF THE CITY OF MONTROSE, COLORADO DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2024; SAID EXPENDITURES OF THE CITY OF MONTROSE OVER AND ABOVE THOSE ANTICIPATED AT THE TIME OF THE ADOPTION OF THE ORIGINAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024.

WHEREAS these additional appropriations are deemed necessary for the public health, peace, or safety of the city's residents.

WHEREAS the funds below have either additional revenues or a fund balance to cover these additional expenses.

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

Section 1: The amounts appropriated for the following funds by Section 1 of Ordinance No. 2645 are hereby amended to read according to the column entitled "Final Budget", below:

Fund#	Final Budget
100	37,971,681
260	520,000
290	992,212
420	7,130
440	791,287

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and on the question of its adoption on first reading on Tuesday, the 3rd day of December 2024, at the hour of 6:00 p.m. in the City Council Chambers at 107 S. Cascade.

INTRODUCED, READ, and PASSED on first reading this 3rd day of December 2024.

J David Reed, Mayor

Attest:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading this 17th day of December 2024.

J David Reed, Mayor

Attest:

Lisa DelPiccolo, City Clerk

Backup for Ordinance # 2778 which appropriates additional funds and supplements the original appropriating Ordinance # 2645
A supplemental budget is necessary to appropriate funds for projects, grants, and other unanticipated expenditures that occurred during the fiscal year which are deemed necessary for the public health, peace or safety of the city's residents.

City Council 12/2/2024

Fund #	Fund Name	Original Budget Ordinance 2645	Final Budget Ordinance 2778	Difference	Explanation
100	GENERAL FUND	\$ 36,476,886	\$ 37,971,681	\$ 1,494,795	Real Property purchases; Economic Incentives; Software purchase for Court and Placer AI; vehicles ordered in previous years were received and funding for the endowment for CMU
260	MONTROSE URBAN RENEWAL AUTHORITY	\$ 350,000	\$ 520,000	\$ 170,000	Incentives for Horizontal Improvements such as water, sewer, storm sewer, sidewalks for Fairfield Inn and Basecamp projects
290	TOURISM PROMOTIONAL FUND	\$ 913,132	\$ 992,212	\$ 79,080	Increased marketing efforts for community events, Increase to the cost of fireworks and the rental of equipment at the Amphitheater for events.
420	CEMETERY PERPETUAL CARE FUND	\$ 4,400	\$ 7,130	\$ 2,730	Interest Earned transfer to General Fund
440	SPECIAL IMPROVEMENT REVOLVING FUND	\$ 1,200	\$ 791,287	\$ 790,087	Otter Pond SID - relocating water and sewer lines
				\$ 2,536,692	

CONTRACT AWARD CONSIDERATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 25, 2024
RE: San-Miami Sewer Improvements Contract Award Consideration
CC: William Bell, Shani Wittenberg

Action

Consider the award of a construction contract to Haynes Excavation in the amount of \$86,877.22 for construction of the San-Miami Sewer Improvement Project.

Background

As development of several residential houses and an apartment complex occurred starting in the 1960's near the intersection of San Juan Avenue and Miami Road (San-Miami), the parcels utilized a sewerline located in the rear of the lots as shown in Figure 1. This sewerline is generally inaccessible, accepts stormwater flows, and is undersized for the flow it receives.

As a remedy to these issues, the City initially envisioned construction of a new sanitary sewer line out in Miami Road and reconfiguration of the building sewer services out to the front. This initial design was determined to be cost prohibitive (additional detail below), and a revised design was developed that included re-routing of the apartment sewer flow north, plugging of stormwater entry points, and reconfiguration of the downstream end of the line. An overview of the revised plan is included as Figure 2.

Although the revised plan does not remove the sewerline from the rear of the lots as initially hoped, the plan does address the line sizing issue by reducing sewer flows and eliminating stormwater entry into the system. The line will also be more accessible for maintenance via a new manhole that will become available alongside Miami Road. Although not expected to ever be necessary, the revised design also includes a connection point should the need arise to re-route the rear-yard mainline towards the north.

Project Bidding and Associated Expenditures

Construction of the initial San Miami Sewer design (new mainline in Miami) was put out for bid on September 17th and bids were publicly received on October 8, 2024 from three contractors as summarized in Table 1 below. These bid totals include a 10 percent contingency.

TABLE 1 Summary of Bid Results (Initial Design)		
Contractor	Location	Bid Total
Earthworx Excavation	Montrose, CO	\$366,866.08
Haynes Excavation	Montrose, CO	\$392,809.25
Ridgway Valley Enterprises	Montrose, CO	\$404,495.30

After determining the initial approach was not the most cost effective, the revised design was developed and the three bidders listed in Table 1 were invited to bid the revised project. This invitation was issued on November 5th and two bids were received on November 19, 2024 as summarized in Table 2. It should be noted that the initial bids in this case did not include a 10% contingency, this has been added in the far-right column of the table.

TABLE 2 Summary of Bid Results (Revised Design)			
Contractor	Location	Bid Total (w/o Contingency)	Bid Total (w/ 10% Contingency)
Haynes Excavation	Montrose, CO	\$78,979.29	\$86,877.22
Earthworx Excavation	Montrose, CO	\$98,567.80	\$108,424.58

The City has positive experience working with the low bidder, Haynes Excavation, on numerous capital projects and considers them qualified to perform the work. As a result, it is recommended that the construction contract be awarded to Haynes Excavation.

Project Schedule and Traffic Control

The revised sewerline project is scheduled for completion by mid-April 2025. Although the initial design would have required the full closure of Miami Road, the revised design proposed will result in only minor traffic impacts for isolated shoulder closures.

Contract Administration and Project Financials

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

The 2024 budget included \$275,000 for construction of the San-Miami Sewer Project. Because of the delays associated with design revisions, this will not be expended in 2024. Initial funding in 2025 will rely on a general budget allocation of \$300k for high-priority sewer rehabilitation within the sewer fund. Although not expected, if other projects arise that utilize the remainder of this \$300k allocation, a budget supplement in 2025 may become necessary.

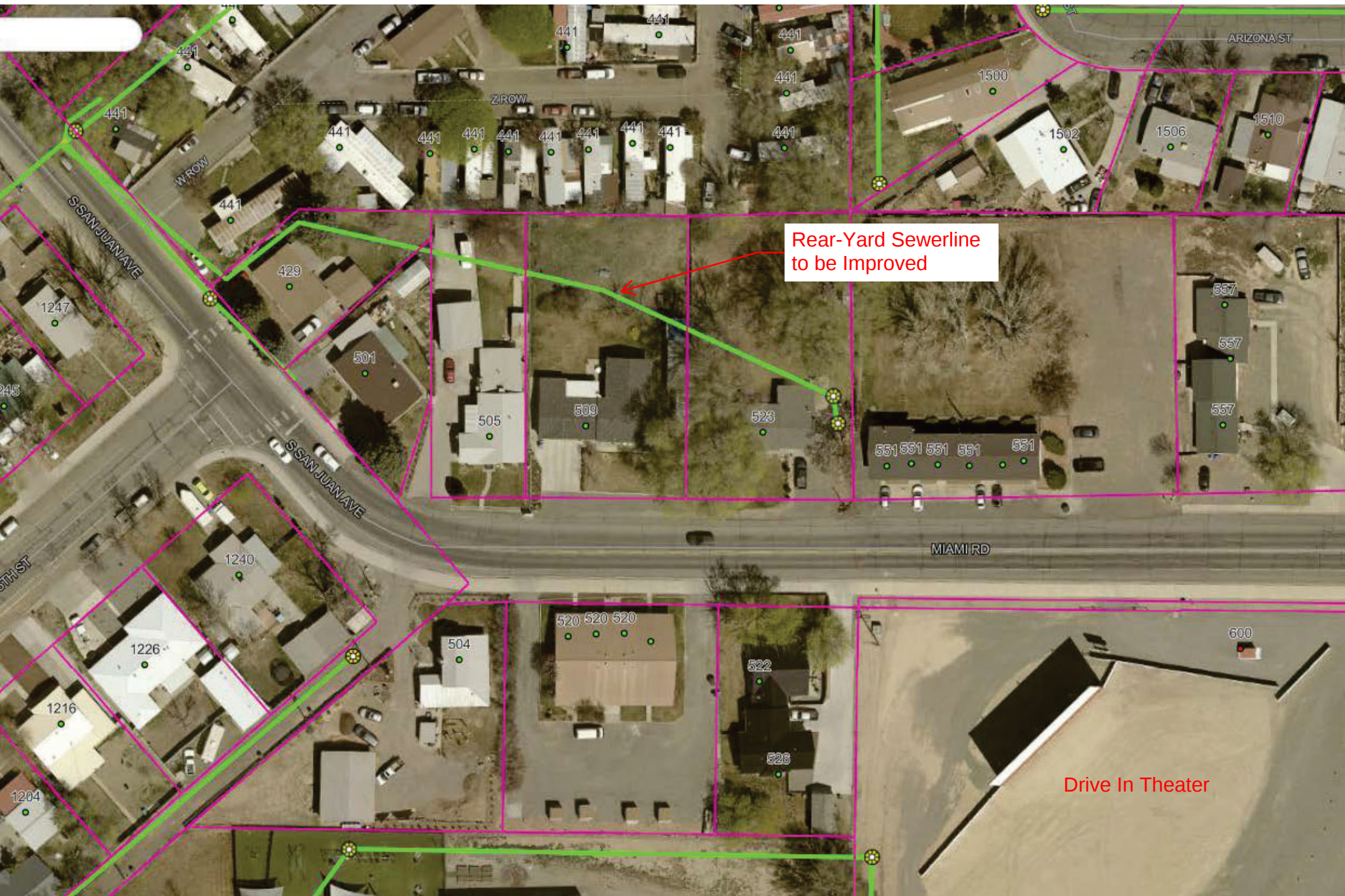


Figure 1: Existing San-Miami Rear-Yard Sewerline

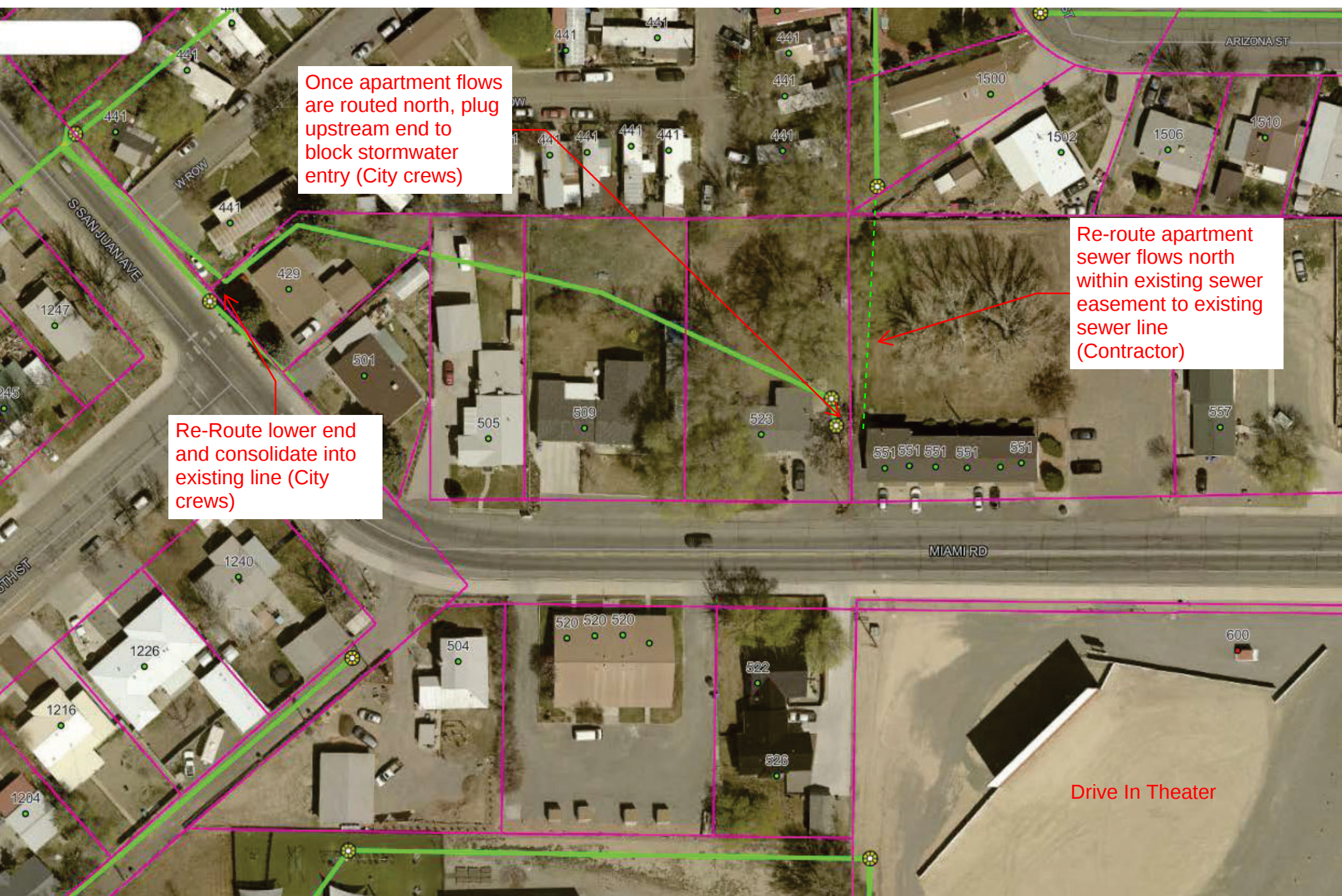


Figure 2: Revised San-Miami Sewerline Improvement Concept

CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: November 25, 2024
RE: 6600 Road Sidewalk Extension Design Contract Recommendation
CC: William Bell, Shani Wittenberg

Action

Consider the award of a professional services contract to Del-Mont Consultants in the amount of \$47,200.00 for completion of survey and civil design associated with the 6600 Road Sidewalk Extension Project.

Background

In cooperation with adjacent developers of a proposed multi-family affordable housing project, the City of Montrose was recently awarded a \$2,000,000 grant from the Colorado Department of Local Affairs (DOLA) through their Energy/Mineral Impact Assistance Fund *More Housing Now* Initiative.

Improvements proposed as part of this grant include the following three projects summarized below and shown on an excerpt of the City's presentation to DOLA:

- **Waterline Extension.** Following a service area modification agreement with Tri-County Water in August of 2024, the City proposes to construct a new water mainline down 6600 Road between Locust and Draft Horse Roads. This waterline will support high-density residential development and bring redundancy and improved fire protection to the area. The project is being designed in-house by City engineering staff.
- **Affordable Housing Infrastructure Support.** A portion of the *More Housing Now* funds are appropriated towards construction of public infrastructure (entry roadway and associated public utilities) for with the first phase of a proposed 120 unit affordable housing complex on the eastern side of 6600 Road.
- **Sidewalk Extension.** In order to provide improved connectivity to existing neighborhoods, the proposed housing development, Boys and Girls Club, and Bright Beginnings, a sidewalk extension down 6600 Road is proposed between the new housing areas and Main Street.

Design Team Recommendation

The proposed affordable housing project's site development and infrastructure design is being performed by Del-Mont Consultants (Montrose, CO) under contract to the project developer. In an attempt to maintain continuity between these two projects, the City requested a proposal for design of the 6600 Sidewalk Extension project from Del-Mont. This proposal came back reasonable at \$47,200 and the City has recent positive experience working with Del-Mont on multiple capital project designs. As a result, the City recommends award of the design contract to Del-Mont Consultants.

Contract Award Recommendation
6600 Road Sidewalk Extension
November 25, 2024

Project Schedule

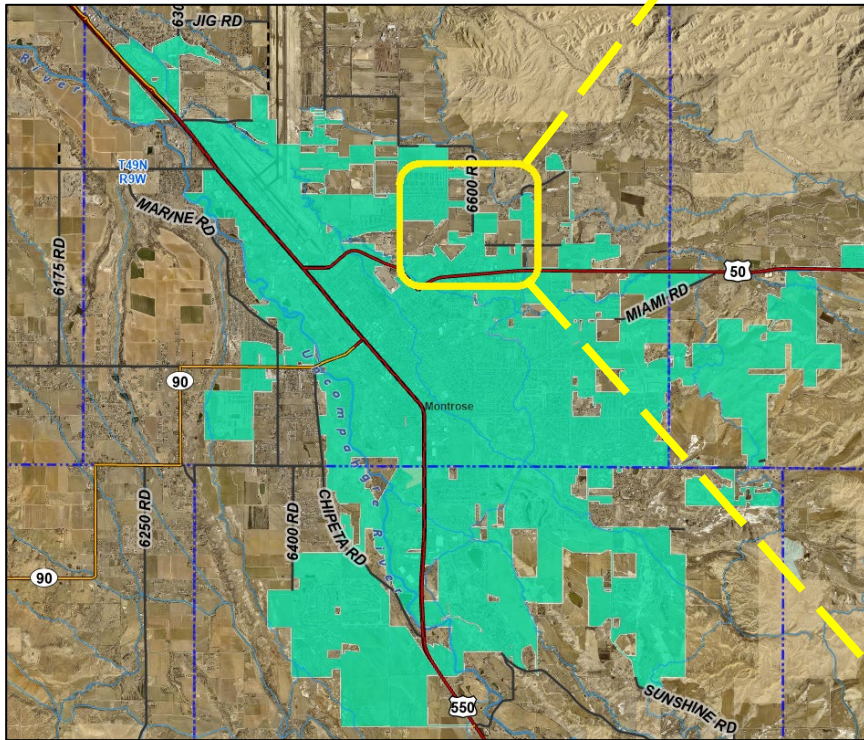
Project design is proposed to be completed in early spring and construction is scheduled for the summer of 2025. The construction project will be publicly bid and will come before council for a separate contract authorization.

Contract Administration and Project Financials

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

The 6600 Road sidewalk extension project was listed as a potential project but was not included in the 2025 budget since dependent on receipt of the DOLA *More Housing Now* grant. In order to meet target project timelines and as a match to the grant, the design will be funded directly by the City. Although this design is under the cost threshold for council approval, this is being brought forward for council consideration since an unbudgeted project.

Project Location



Project Details

Water Infrastructure

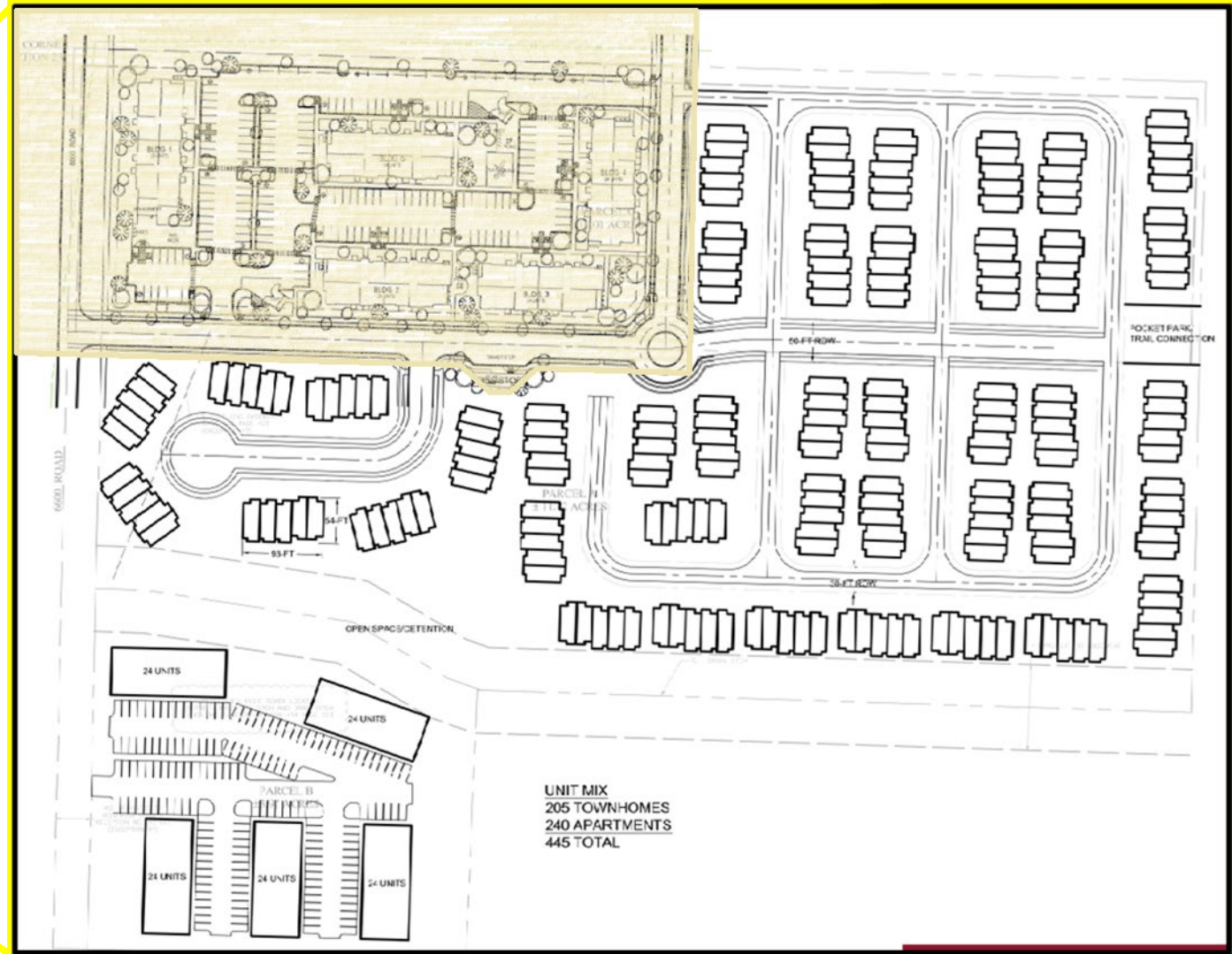
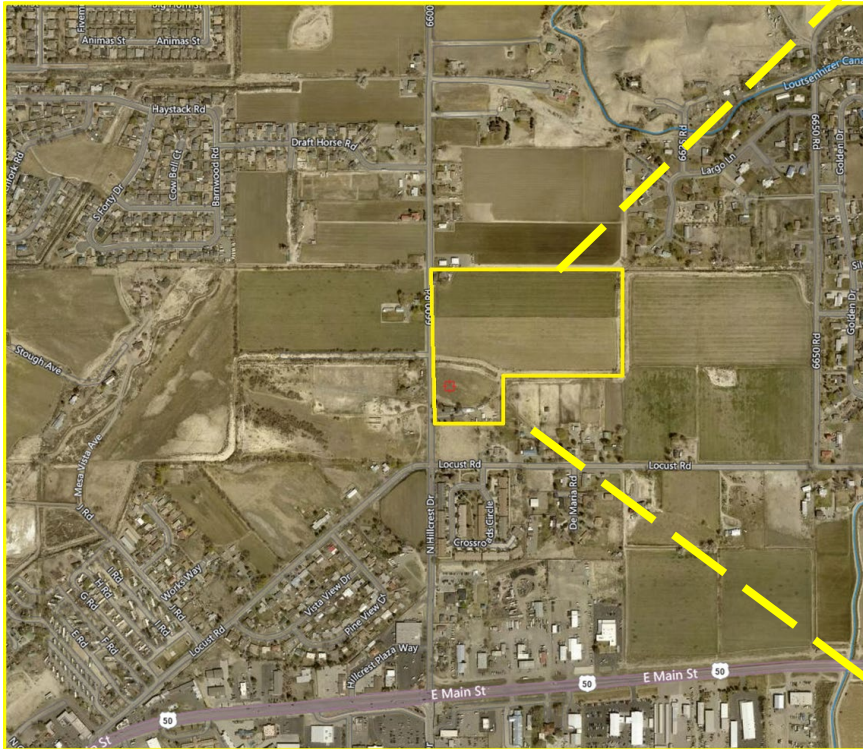
- Constructing $\pm 2,400$ feet of a new 12" water main
- Constructing an emergency firewater interconnect

Sidewalk Infrastructure

- Constructing $\pm 1,900$ linear feet of sidewalk extension



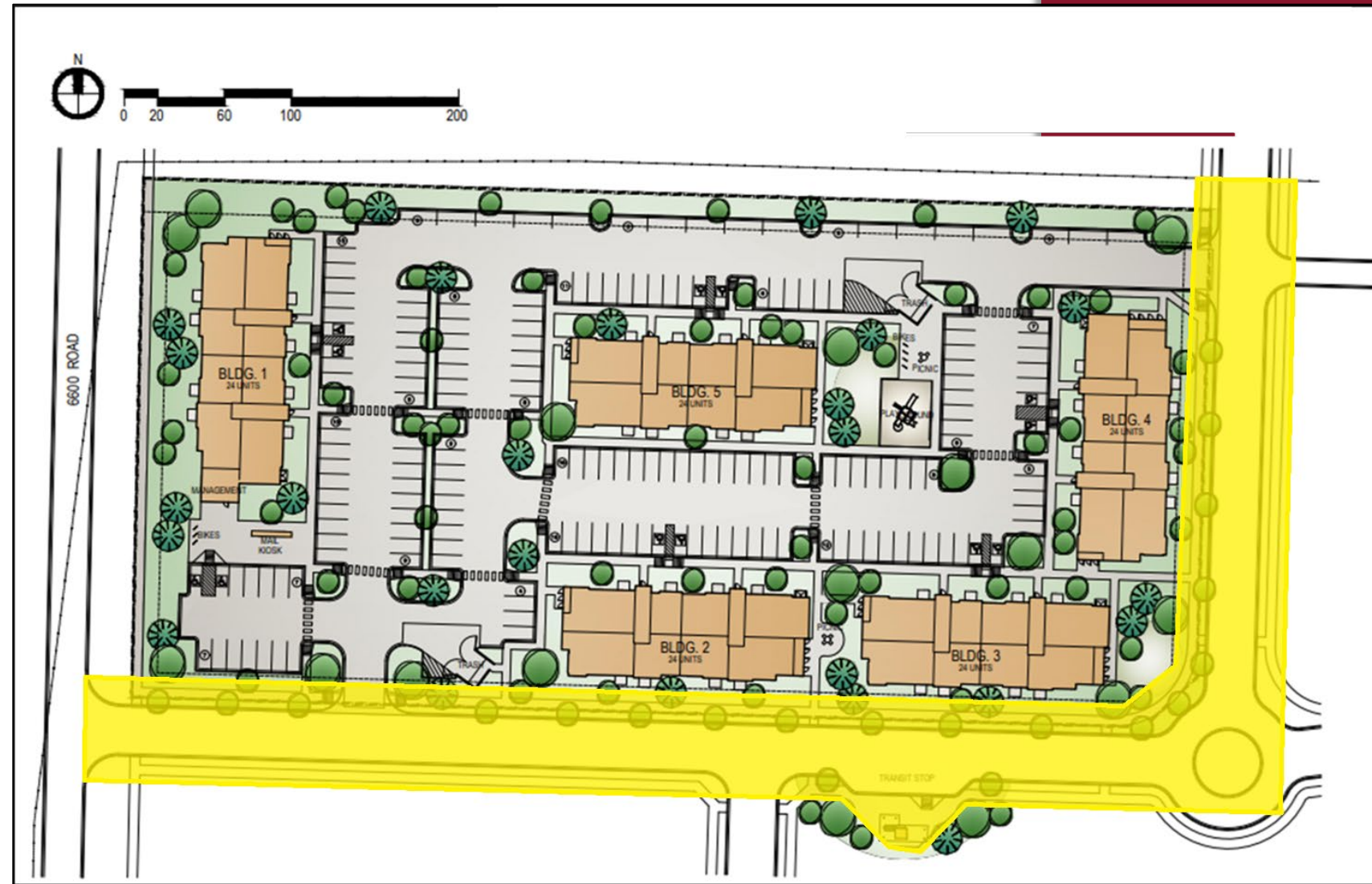
Site Plan



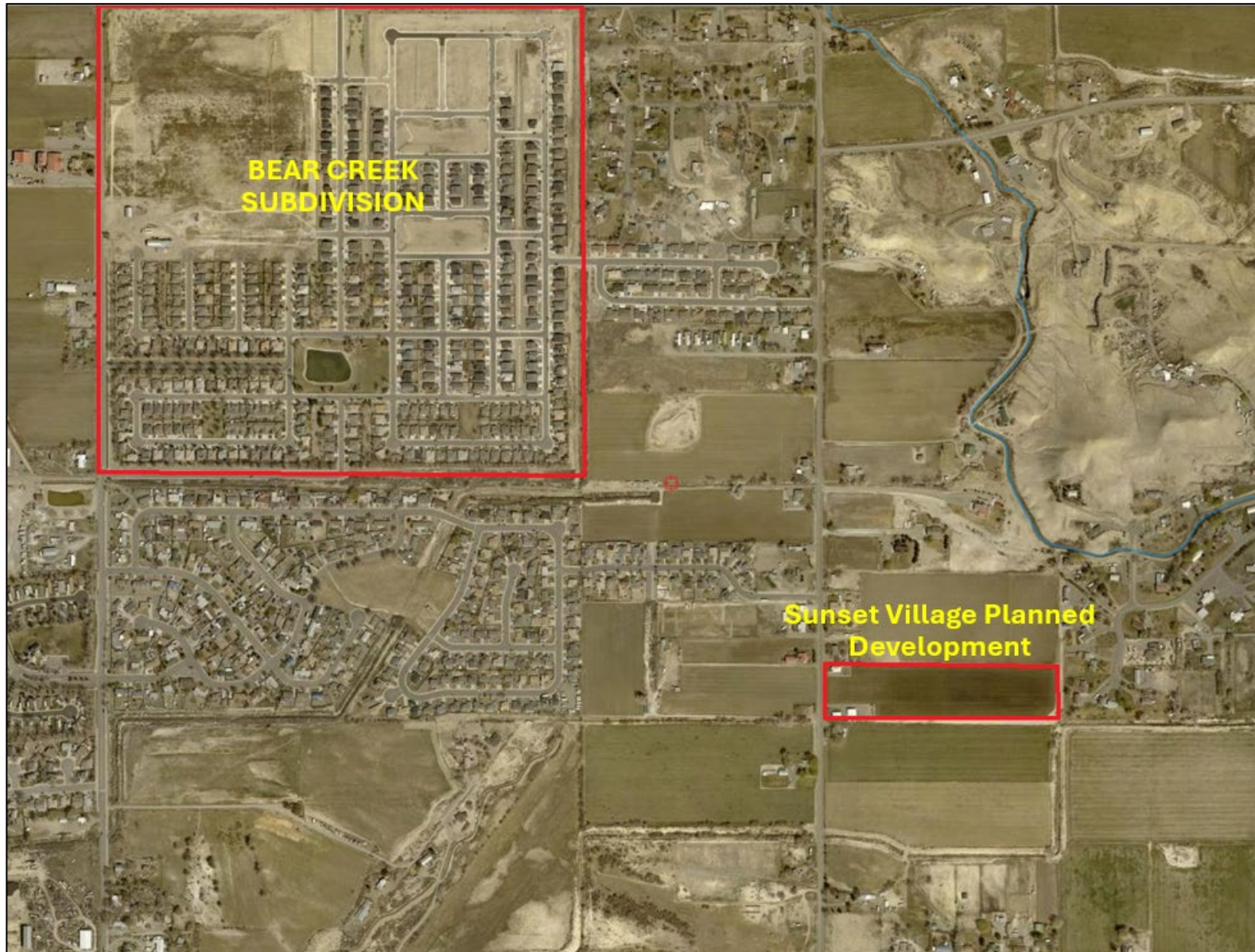
Site Plan

Public Improvements

- Interior Roadway
- Public Water Main
- Public Sewer Main
- Curb and Gutter
- Detached Sidewalk
- Transit Stop



Nearby Developments Affected



RESOLUTION RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Director
Cc: William Bell, City Manager
Ann Morgenthaler, Deputy City Manager
DATE: December 2nd, 2024
Subject: Public Works Facility Funding Reimbursement Resolution



Recommendation

Consider authorization of the attached Resolution No. 2024-22 to allow the future borrowing of funding for the Public Works Facility Project to reimburse City General Funds.

Background

The City of Montrose's public works administration and operations are headquartered at a shop facility located at 1221 6450 Road. The facility is home to the City's streets, parks, fleet, trash and recycle, water distribution, sewer collection, stormwater, engineering, facilities and administration divisions. The site is bound by 6450 Road (City street) to the east, the Montrose Regional Airport to the north, the San Juan Bypass (CDOT Highway 50) to the south, and private property to the west.

Land for the existing public works shop was originally purchased by the City in 1947. The administration building was constructed on or around 1967 and has essentially reached the end of its useful life. In addition to the main building, the overall site layout and features do not meet modern operational needs of the department. Primary deficiencies of the building and site include, but are not limited to, insufficient floor space for the shop and administration staff, low ADA accessibility, less than adequate restroom size and quantity, structural deficiencies of the building, possible environmental hazards within the building (asbestos, lead, etc) insufficient heated storage for cold-sensitive vehicles (such as vactors, sweepers, water trucks), insufficient wash bay, poor site circulation, poor separation of the public from operational activities, lack of stormwater controls for water quality and quantity (incl. wash bays).

Public Works operations are critical to the overall function of the community, especially in the event of an emergency or natural disaster. To that end, the facility should be designed and constructed with an eye towards durability, resiliency, emergency preparedness, and with an elevated importance factor for building loads and floodplain protection.

As a result of the issues being experienced at the public works facility and in anticipation of continued growth, the City purchased property in 2023 for a new facility near the intersection of Rio Grande Avenue and East Oak Grove. This property purchase although primarily for the Public Works Facility is also the final piece for connecting the ROW necessary for the extension of Rio Grande Ave. Given its overlap with the new facility, the City intends to construct a portion of this extension concurrent with the Public Works Facility.

The City initiated the Space and Needs Assessment and site evaluation process for this project in 2021, which is one of the elements that led to the conclusion that the existing site was not appropriate for the long-term Public Works Facility in size or location.

The City began the design process for the Public Works Facility and Rio Grande Extension by selecting Blythe Group in March of 2024. A portion of this design was included in and expended from the 2024 City Budget. The remaining design contract is to be paid for from the borrowing for the project. The

remaining design work to be completed is in the amount of \$2,322,098.00 and is one of the reasons that this Resolution is necessary. A recommendation to extend the design contract will be presented at a future City Council Work Session for consideration.

The recently purchased property for the Public Works Facility has existing man-made pond areas and a large irrigation supply ditch that runs through the middle of the site. The site elevation needs to be raised and the ditch needs to be relocated to make the site ready for the construction of a facility. This work will need to be sequenced carefully to avoid water infiltration of the site. This work has been called the Irrigation and Site Fill Project, design has been completed to allow this work to be bid out separately and completed prior to begin of construction on the facility and Rio Grande Ave. This work is most advantageous if it begins in the winter months to allow significant completion prior to water levels increasing in the springtime. This is another reason that this Resolution is necessary. The contract award recommendation for the Irrigation Relocation and Site Fill construction work will be presented at a future City Council work session for consideration.

At the latest Work Session (November 18th, 2024) we discussed a design update on the Public Works Facility Project and we also reviewed a presentation from DA Davidson regarding funding options for this project. As recommended by DA Davidson, a tax-exempt lease-purchase financing would be most appropriate for the City to consider for this project. The timing of the proposed borrowing was also discussed. It is anticipated that City staff and DA Davidson will have a COP borrowing proposal for City Council to consider in February of 2025 and if approved the funding would become available for use in approximately June of 2025. The timing of anticipated funding for the project and the work necessary to be prepared for that funding is the basis for the Resolution being presented here. The Design work and the Irrigation Relocation and Site Fill work are necessary to be started and ongoing prior to the receiving of the borrowed funding. This Resolution allows for reimbursement of City General Funds for that work with the borrowed funds.

Net Financial Impact

The anticipated Design work and Irrigation Relocation and Site Fill work that could be completed prior to June 2025 for this project which is what the borrowed funds would be reimbursing are anticipated to be approximately \$5,500,000.00. This would be initially funded from General Fund Reserves and then reimbursed by the borrowed funds for the project.

RESOLUTION NO. 2024 - 22

A RESOLUTION OF THE CITY OF MONTROSE, COLORADO DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF A TAX-EXEMPT LEASE-PURCHASE FINANCING FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE CITY; GENERALLY IDENTIFYING THE CAPITAL EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Montrose (the “City”), is a home-rule city and political subdivision of the State of Colorado (the “State”), duly organized and operating under the home-rule charter of the City and the Constitution and laws of the State; and

WHEREAS, pursuant to State law, the City is authorized to participate in lease-purchase financings to fund capital improvements; and

WHEREAS, the City Council of the City (the “City Council”) has determined that it is necessary to finance the construction and equipping of a new Public Works facility as well as street improvements and other infrastructure needs related thereto (collectively, the “Project”); and

WHEREAS, the City Council currently intends and reasonably expects to participate in a tax-exempt lease purchase financing in an amount which is currently estimated not to exceed \$50,000,000 (the “Financed Amount”), to reimburse the City for the portion of such capital expenditures incurred or to be incurred subsequent to a period commencing sixty (60) days prior to the date hereof, and ending prior to the later of eighteen (18) months of the date of such capital expenditures or the placing in service of the Project (but in no event more than three (3) years after the date of the original expenditure of such moneys); and

WHEREAS, the City Council hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the City for such capital expenditures with the proceeds of the City’s tax-exempt lease-purchase financing.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

Section 1: Declaration of Official Intent.

The City shall, presently intends, and reasonably expects to finance a portion of the Project with legally available funds.

Section 2: Dates of Capital Expenditures.

All capital expenditures covered by this Resolution were or will be made on and after the date which is sixty (60) days prior to the effective date of this Resolution.

Section 3: Lease-Purchase Financing.

The City presently intends and reasonably expects to participate in a tax-exempt lease-purchase financing within eighteen (18) months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service, whichever is later (but in no event more than three (3) years after the date of the original expenditure of such moneys), and to allocate from said financing an amount not to exceed the Financed Amount to reimburse the City for its expenditures in connection with the Project.

Section 4: Confirmation of Prior Acts.

All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5: Effective Date of Resolution.

This Resolution shall take effect immediately upon its passage.

ADOPTED this ____ day of _____, _____, by

ATTEST:

J. David Reed, Mayor

Lisa DelPiccolo, City Clerk



CITY OF MONTROSE

City Attorney's Office

MEMO

DATE: December 2, 2024
TO: Honorable Mayor and City Council
FROM: Chris Dowsey, City Attorney
RE: Lease renewal between Cimarron Canal Reservoir Company and the City of Montrose

Background:

On January 1, 1994, the City of Montrose ("Landlord") entered into a thirty-year lease ("Lease") with Cimarron Canal and Reservoir Company ("Tenant"). The lease involves approximately 3.1 acres of property owned by the City near Cerro Reservoir. For a substantial number of years, the Tenant has had an employee reside on the premises to occasionally inspect, without charge to the Landlord, the remaining property of the Landlord, particularly the dam and embankments of the City's reservoir. In consideration of the renewal of the Lease, staff desires to enter into an agreement which will memorialize the terms and conditions under which the Tenant may continue to occupy the property. The new lease, effective January 1, 2024, will be for a period of 10 years, expiring on January 1, 2034, with the option for both parties to renew the lease for two additional 10-year periods.

Proposed Action:

Cimarron Canal and Reservoir Company has agreed to the terms of the new Lease. Staff is recommending approval to enter into the lease under the terms and conditions contained therein.

