CITY COUNCIL WORK SESSION
Tuesday, September 2, 2025 - 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) DISCUSSION ITEMS

A) Letter of Support for Grant Writing Assistance from the Governor's Office for an Application to the US Environmental Protection Agency for the Bullock Power Plant Project. (10 minutes)
Staff: Community Development Specialist Christopher Ottinger

B) METSA Third Amended and Restated Intergovernmental Agreement (15 minutes)
Staff: City Attorney Chris Dowsey, City Manager Bill Bell, Police Chief Blaine Hall

C) Appointment of Alternate Member of the METSA Board of Directors (10 minutes)
Staff: Police Chief Blaine Hall

D) Legal Representation Agreement for a Potential Second MURA Project (20 minutes)
Staff: City Manager Bill Bell and Anthony Russo, Business Development

E) City Council Support to Approve a Grant Modification Request to a Previously Awarded Local Planning Capacity Grant Through the State of Colorado (10 minutes)
Staff: Community Development Director Jace Hochwalt

F) Memorandum of Agreement between the City of Montrose, Volunteers of America National Services, and Magic Circle Players (10 minutes)
Staff: City Manager Bill Bell and Community Development Director Jace Hochwalt

G) Childcare Facility Project Authorization (15 minutes)
Staff: Public Works Director Jim Scheid

**Please note that the times listed are estimates only. Actual times may vary depending upon discussion and public comment received.*

2) GENERAL CITY COUNCIL DISCUSSION

3) STAFF COMMENTS

City of Montrose
Office of the City Manager

TO: Honorable Mayor, City Council

FROM: Chris Ottinger, Community Development Specialist

DATE: September 2, 2025

SUBJECT: Grant Writing Technical Assistance Request

ATTACHEMENTS: Exhibit A - Draft Support Letter

CITY COUNCIL CONSIDERATION:
Seeking a letter of approval to Apply for Grant Writing Assistance for EPA Cleanup Funds for the Bullock Steam Electric Plant.

PROGRAM:
The Community Development Department is seeking a support letter from City Council in order to apply for technical assistance in grant writing from the Colorado Governor's Office. The Governor's Office has specific assistance set aside for units of local government, special districts and housing authorities who wish to apply for Infrastructure Investment and Jobs Act (IIJA) or Inflation Reduction Act (IRA) federal grant dollars. This assistance comes in the form of a service grant to the applicant organization and is not a direct monetary grant. The Office along with the Colorado Division of Local Government, Department of Local Affairs have established a pool of qualified contractors to assist in the various funding opportunities that have been presented by the IIJA and IRA legislation.

This support letter states that the underlying project is in line with the priorities and initiatives of the City of Montrose and will be included and considered in application process for this assistance. There is not financial commitment in the letter or in the technical assistance program.

PURPOSE:

The reason for the technical assistance request is to support the efforts of the Community Development Department as they seek to capture Environmental Protection Agency Brownfield Cleanup Grant funding for the Bullock Steam Electric Plant located at 30 W South 4th St in Montrose. Having not been awarded in the last round, additional professional support in grant writing as well as other aspects is being sought to increase the chances of a successful award. This is likely the last time that assistance for EPA grant dollars will be available as IIJA and IRA funds are nearly expended. This request is to bolster the efforts of the City of Montrose to clean and redevelopment legacy sites.

FINANCIAL CONSIDERATIONS
There are no financial considerations for this technical grant writing assistance.

CITY OF MONTROSE
City Council
400 E Main St
Montrose, Colorado 81403

Application Review Committee
IIJA and IRA Grant Writing Assistance Program
Division of Local Government
Denver, CO

To the Application Review Committee,

The Mayor and City Council of Montrose, Colorado, are pleased to express our strong support for pursuing grant writing assistance to secure an Environmental Protection Act (EPA) Brownfields Cleanup Grant for the Bullock Power Plant site located at 30 W. South 4th Street in Montrose, Colorado. This project aligns with our community's priorities to promote environmental restoration, economic development, and sustainable growth as outlined in our Envision 2040 Comprehensive Plan.

Revitalizing the Bullock Power Plant site is a key objective for our city, as it reflects our commitment to addressing legacy environmental challenges while fostering opportunities for redevelopment that benefit our residents. The EPA Cleanup Grant presents a valuable opportunity to advance these goals, and we are fully supportive of efforts to secure this funding.

We believe that professional grant writing assistance will enhance our ability to submit a competitive application, ensuring that Montrose can effectively leverage this opportunity to transform the Bullock Power Plant site into a vibrant asset for our community.

Sincerely,

Dave Frank
Mayor, City of Montrose
On behalf of the Montrose City Council

EXHIBIT A

THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION OF A "9-1-1" "EMERGENCY TELEPHONE SERVICE" AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____________, 2025, by and between the following parties: The Board of County Commissioners of the County of Montrose, Colorado, a body politic and corporate ("**Montrose County**"), the City of Montrose, Colorado, a municipal corporation ("**Montrose**"); the Town of Olathe, Colorado, a municipal corporation ("**Olathe**"); the Town of Naturita, Colorado, a municipal corporation ("**Naturita**"); the Town of Nucla, Colorado, a municipal corporation ("**Nucla**"); the Montrose Fire Protection District, a political subdivision of the State of Colorado ("**MFPD**"); the Olathe Fire Protection District, a political subdivision of the State of Colorado ("**OFPD**"); the Nucla-Naturita Fire Protection District, a political subdivision of the State of Colorado ("**Nucla – Naturita FPD**"); the Board of County Commissioners of the County of Ouray, Colorado, a body politic and corporate ("**Ouray County**"); and the San Miguel County Emergency Telephone Service Authority ("**SMETSA**"); hereinafter singly referred to as "**Party**" and collectively referred to as "**Parties**".

WITNESSETH:

WHEREAS, pursuant to Articles 1 and 11 of Title 29, C.R.S., as amended, the Parties are delegated the power to enter into agreements for the purposes of providing for and administering Basic Emergency Service, Emergency Notification Service, and Emergency Telephone Service; to establish, collect, and disburse the Emergency Telephone Charge; and to disburse funds received from the statewide 911 Surcharge and the statewide Prepaid Wireless 911 Charge; and

WHEREAS, Part 2 of Article 11 of Title 29, C.R.S., as amended, encourages and authorizes agreements of this nature; and

WHEREAS, pursuant to C.R.S. § 29-1-203.5, a combination of counties, municipalities, special districts and other political subdivisions may establish a separate legal entity to provide public improvements; and

WHEREAS, to serve the public welfare it is in the best interest of the Parties to participate in the continuing administration and common use of an emergency telephone service authority; and

WHEREAS, on February 1, 1988, Montrose County, Montrose, Olathe, MFPD and OFPD entered into an *Intergovernmental Agreement "C[E]911" "Emergency Telephone Service,"* establishing an "Emergency Telephone Authority"; and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD and the Norwood Fire Protection District, a political subdivision of the State of Colorado ("Norwood FPD"), entered into an *Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service,"* (the "**Agreement**") establishing the Montrose Emergency Telephone Service Authority (the "**Authority**"); and

EXHIBIT A

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD, Norwood FPD and the Paradox Fire Protection District, a political subdivision of the State of Colorado ("**PFPD**"), entered into an *Amendment Re Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service"*, amending the Agreement to include PFPD and its residents; and

WHEREAS, the Authority was created pursuant the provisions set forth under the provisions of C.R.S. 29-1-201, *et seq.*, and C.R.S. 29-11-101, *et seq*., and has operated since 1989; and

WHEREAS, effective May 2000, the Authority entered into an Amendment to the Agreement allowing for the Authority to collect Emergency Telephone Charges on wireless 911 Access Connections; and

WHEREAS, on August 30, 2003, the Authority entered into an *Amendment to the Intergovernmental Agreement Concerning the Implementation of "E-911" Emergency Telephone Service,* allowing for the Authority to collect Emergency Telephone Charges necessary to adequately operate the Authority; and

WHEREAS, on or about November 8, 2004, the Authority entered into an *Agreement for Communication and Emergency Telephone Services* with SMETSA, wherein the Authority agreed to provide specified 9-1-1 services to SMETSA ("the **SMETSA Agreement**"); and

WHEREAS, on or about February 23, 2005, the Authority entered into an *Agreement for Communication and Emergency Telephone Service* with OCETSA, wherein the Authority agreed to provide specified 9-1-1 services to OCETSA (the "**OCETSA Agreement**"); and

WHEREAS, SMETSA is recognized as a voting member of the Authority's governing body; and

WHEREAS, in November of 2015 the Board of Directors for the Norwood FPD provided notice to the Authority to opt out as a Party; and

WHEREAS, on or about January 1, 2016, the Authority entered into an *Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service,"* updating the Agreement and any amendments thereto, including removing the Norwood FPD as a Party; and

WHEREAS, on September 16, 2019, the Paradox Fire Protection District was dissolved, and all properties formerly in that district were annexed into the Nucla-Naturita Fire Protection District; and

WHEREAS, on November 7, 2019, the 2004 SMETSA Agreement was terminated and the Authority entered into a new *Intergovernmental Agreement by and between the Montrose Emergency Telephone Service Authority and the San Miguel Emergency Telephone Service Authority* with SMETSA, wherein the Authority agreed to provide specified 9-1-1 services to SMETSA under revised terms and conditions (also the "**SMETSA Agreement**"); and

EXHIBIT A

WHEREAS, on or about May 27, 2020, the Authority entered into an *Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service,"* updating the Intergovernmental Agreement and any amendments thereto, including removing PFPD as a Party, clarifying obligations of the Parties, and establishing certain requirements for administration of the Authority; and

WHEREAS, on October 17, 2024, at the formal request of OCETSA, METSA approved and entered into an MOU for collaboration on actions necessary to dissolve and terminate OCETSA and expand METSA's jurisdiction to include the area of Ouray County; and

WHEREAS, certain conditions of service, practices of the Authority, and revisions to state law and regulations have occurred, are occurring, or may be occurring within the near future; and

WHEREAS, the Agreement and subsequent amendments thereto did not contemplate some of the conditions, changes and needs that the Parties find to be of concern, and the Parties desire to revise the Agreement with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. DEFINITIONS

The definitions for the terms "**911 Access Connection,**", "**911 Surcharge,**" "**Basic Emergency Service,**" "**Basic Emergency Service Provider,**" "**Emergency Notification Service,**" "**Emergency Telephone Charge**," "**Emergency Telephone Service**," "**Prepaid Wireless 911 Charge,**" "**Service Supplier**," and "**Service User**" as used in this Agreement shall be the same as the definitions provided for those terms in C.R.S. § 29-11-101 and § 29-11-102.5, as revised or amended.

II. GENERAL PROVISIONS

The Parties hereto support a separate legal entity named the Montrose Emergency Telephone Service Authority, the purpose of which shall be execution of the powers vested in the Authority and for carrying into effect the provisions of the Emergency Telephone Act, C.R.S. § 29-11-100.5, *et seq.*, as amended (the "**Act**"), including administering the operation of the telephone service program as described below. The Authority was and is established as a separate legal entity in conformity with the provisions of C.R.S. § 29-1-203.5 and those provisions apply to the Authority.

III. THE MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

A. Board of Directors. The Authority's governing body shall be a Board of Directors ("the **Board")** in which all legislative power of the Authority is vested, consisting of ten (10) members (hereinafter "**Member**" or collectively "**Members**") to be selected and appointed, one each, by the governing bodies of the respective Parties. Unless specifically provided for otherwise in the Agreement or Bylaws of the Authority, no business shall be transacted by the Board unless at least six (6) Members are present at a regular or special meeting, and all other questions shall require the affirmative vote of a majority of the Members of the Board present.

B. Members. It is the responsibility of each Party to notify the Authority as to who it has appointed to the Board, and upon a change of appointed Member to notify the Authority within fifteen (15) days of the same:

1. The Board of County Commissioners of the County of Montrose, Colorado;
2. The City of Montrose, Colorado;
3. The Town of Olathe, Colorado;
4. The Town of Naturita, Colorado;
5. The Town of Nucla, Colorado;
6. The Montrose Fire Protection District;
7. The Olathe Fire Protection District;
8. The Nucla-Naturita Fire Protection District;
9. The Board of County Commissioners of the County of Ouray, Colorado; and
10. The San Miguel Emergency Telephone Service Authority.

Each Member's term of office shall continue until replacement or removal by the governing body which appointed them, removal by the Board, or resignation. Vacancies, which may occur on the Board through death or for any other reason, shall be filled in the same manner as provided for appointment of the original. The Authority may add additional parties to the Agreement and their Members to its governing body only upon the receipt of sixty percent (60%) approval from the then existing Parties. Notwithstanding a Party's default in the performance of this Agreement as provided for in Article XI, or a Party's written Termination in accordance with Article XII of this Agreement, the Authority shall not remove Members from its governing body unless there is sixty percent (60%) consent from the then existing Members to do so.

C. Alternate Representatives. Members or their Parties shall each execute a proxy appointing and authorizing one or more persons or alternative persons to attend all Board meetings and at such meetings to cast whatever vote the Member might cast if said Member were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of the Agreement or Colorado law.

D. Executive Officers. The Board shall elect from its membership a President, a Vice President and a Secretary-Treasurer, or Secretary and a Treasurer, who shall be the Executive Officers of the Board, and who shall serve for one (1) year or until their successors are elected. The officers shall be elected by a majority vote. The election of officers shall be held at the Board's regular January meeting or the first regular meeting of the calendar year.

1. The President shall preside over the Board meetings and shall be the Chief Executive Officer of the Board. Except as otherwise authorized by resolution, the President shall sign all contracts, deeds, notes, debentures, warrants and all necessary and proper instruments on behalf of the Board.

2. The Vice President shall act as presiding officer during the absence of the President and, in the case of a vacancy in the office of President, shall serve as President until such time as the Board shall elect a new President.

3. The Secretary shall be responsible for keeping the records of the Board, for recording all votes, shall see that the proceedings of the Board are recorded in a minute book kept for that purpose, which shall be an official record of the Board, and shall perform all duties incident to that office. The Secretary shall be deemed custodian of the Board Records and of the seal of the Board and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board. Official records shall be maintained in the office of the Board. The Board may designate a qualified person to perform these duties on behalf of the Secretary. Whenever the Secretary is absent from any meeting, the President may appoint a secretary pro tem for said meeting.

4. The Treasurer shall supervise the financial records of the Board and perform such other duties as are normally performed by treasurers and those specifically assigned or delegated by the Board. The Board may designate a qualified person to perform these duties on behalf of the Treasurer.

5. The Executive Officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the Agreement, by the Bylaws or rules and regulations of the Board, or any changes in law.

IV. RULES AND REGULATIONS

The governing body for the Authority may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with Articles l and 11 of Title 29, C.R.S., as revised or as amended, and this Agreement.

V. POWERS OF THE AUTHORITY

A. The Parties hereto agree that the Authority shall be empowered with the authority to contract for or provide for the services described in the Act, including but not limited to the installation and operation of Basic Emergency Service, Emergency Telephone Service, and Emergency Notification Service, and may pay such costs by collecting a uniform Emergency Telephone Charge for such service in the service area that is within its jurisdiction and authorized by this Agreement. The Authority shall pay the costs associated with such services from an Emergency Telephone Charge imposed pursuant to state law and regulations, and from funds received from other sources such as the statewide 911 Surcharge, statewide Prepaid Wireless 911 Charge, and the Colorado 911 Services Enterprise, consistent with C.R.S. § 29-11-102, 102.3, and 102.5, or as the statutes may be revised or amended. The funds so collected or otherwise received shall be spent in accordance with C.R.S. § 29-11-104, or as the statute may be revised or amended. The funds so collected or otherwise received shall be credited to a cash fund separate and apart from the general fund of any of the Parties. Any funds remaining in the fund at year end shall be carried over to the next succeeding year for the same purposes in supplying or providing for the services.

In accordance with C.R.S. § 29-11-104(3), in the event this Agreement is ever discontinued by the Parties, any moneys remaining in the fund after all payments to the Basic Emergency Service Provider and all other service providers shall be distributed to the general fund of each Party in proportion to each Party's exclusive population, except for SMETSA which shall receive a distribution proportionate to their most recent annual contribution to the Authority. Upon said dissolution all of the Authority's property shall be transferred to, or at the direction of, one or more of the Parties pursuant to C.R.S. § 29-1-203.5(4).

B. In addition, the Authority may perform any other act as may be necessary for the provision of initial services and for the continued operation of the services including, but not limited to, the ability to negotiate with service providers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the Service Users.

VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY

A. Each Party, except for SMETSA, shall annually adopt an ordinance or resolution, as the case may be, imposing an Emergency Telephone Charge pursuant to C.R.S. §29-11-102, 102.5 and 103, on each Service User per 911 Access Connection per month within its jurisdiction in an amount that, together with any surplus funds carried forward, is sufficient to fund the expenditures of the Authority, or such Party shall delegate to the governing body for the Authority the ability to set such rate as the governing body may from time to time determine, not to exceed the lesser of (i) the maximum rate permitted pursuant to C.R.S. §29-11-102, or (ii) the maximum rate authorized by the Party. A Party which does not adopt an ordinance or resolution imposing an Emergency Telephone Charge equal to or exceeding the Emergency Telephone Charge established annually for the coming year by the Authority shall be deemed to have provided written notice of its intent to terminate its participation in this Agreement pursuant to Article XII.

B. In addition to the foregoing Article VI, Section A, the Authority shall not increase its Emergency Telephone Charge without the consent of sixty percent (60%) of the Members exclusive of SMETSA's appointed Member. Further, with respect to any vote to increase the Emergency Telephone Charge the Member appointed by SMETSA shall not be entitled to vote on such increases.

VII. BUDGET AND OPERATING COSTS

A. The Authority shall prepare an annual budget. In the event the Authority believes funds from each Party for operating and/or administrative costs not paid by the various 9-1-1 charge and other revenues will be necessary, it shall prepare a budget and submit a preliminary budget funding request to each Party by August 1st of each year that this Agreement is in effect. Each Party shall then consider the budget funding request in its annual appropriation. The Parties shall be required to pay to the Authority, within ninety (90) days of notification, an equitable percentage of the total operating and/or administrative costs not funded by the various 9-1-1 charge and other revenues. Each Party's percentage of that cost shall be based upon its exclusive population, except SMETSA whose contributions shall be based upon the SMETSA Agreement, as may be amended from time to time.

B. Failure of a Party to pay its budget funding contribution, pursuant to this Article VII, shall constitute a default in accordance with Article XI.

C. The Authority may budget and fund to contract with one or more of the Parties for the services of an executive director and additional personnel. All such personnel may be the employees of a Party yet report directly to the Authority's governing body or the executive director, and shall provide essential duties and meet responsibilities as set by the Authority. The executive director may serve as the Authority's Financial Officer. The Authority is not required to contract for an executive director or additional personnel.

VIII. FUNDS AND OPERATIONS

A. The various monies paid into the Authority for the Emergency Telephone Charge shall be collected by the Service Suppliers, and the Parties hereto shall have no obligation to collect this uniform charge or to remit such monies to the Authority. These monies and the funds received from the statewide 911 Surcharge, statewide Prepaid Wireless 911 Charge, and other sources shall be placed in a separate designated cash fund and shall be spent from said fund only to pay for those items allowed for under C.R.S. § 29-11-104, as may be amended from time to time.

B. The Authority shall expend funds in accordance with its adopted annual budget, and in accordance with the Board's adopted fiscal policy, which may be amended from time to time. The Authority may disburse funds by check, money wire, electronic funds transfer, or credit card/debit card payment.

C. The Authority shall not borrow money, nor shall it approve any claims or incur any obligations for expenditure unless there is sufficient unencumbered cash in the appropriate fund credited to the Authority with which to pay the same.

D. The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the state of Colorado governing the investment of public funds.

E. The Authority may designate a qualified person or retain the services of a qualified third-party provider as the Authority's Financial Officer. The Financial Officer shall (i) maintain the books and accounts of the Authority; (ii) assist in the preparation of the Authority's budget in accordance with this Agreement; (iii) advise the governing body regarding the investment of Authority funds; and (iv) provide such reports on the remittances, expenditures, funds balances, interest earned and other related matters as the Authority may request from time to time. The Financial Officer may receive compensation; however, not as an employee of the Authority. To compensate the Financial Officer if not an employee of a Party in accordance with Section C of Article VII, the Authority may enter into an independent contractor agreement either directly with such service provider or with the employer of such service provider.

F. Nothing herein, however, prevents the Authority from returning any surplus operating revenues provided by the Parties hereto for the operation of the Authority in the same proportion that said Parties were originally required to contribute.

IX. BOOKS AND RECORDS

A. The Authority shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions thereto, and such records shall be open to inspection at any reasonable time by the Parties, their attorneys, or their agents.

B. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

X. REPORTS

A. Within ninety (90) days after the end of each fiscal year, the Authority shall prepare and provide the Parties with comprehensive annual reports of activities and finances during the preceding year, by providing such reports to the Members. Copies of meeting minutes that have been previously approved by the Board for all Board Meetings, regular or special, that occurred during the preceding year shall be provided along with the annual reports.

B. The Authority shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal and/or state officials or to whom such report is required to be made in the course and operation of the Authority.

C. The Authority shall also render to the Members, at reasonable intervals, such reports and accountings as the Parties hereto may from time to time request.

XI. DEFAULT IN PERFORMANCE

A. In the event any Party fails to pay its share of the operating or administrative costs then due, or to perform any of its covenants and undertakings under this Agreement, the Authority shall consider said Party to be in default and may thereafter in its sole and absolute discretion terminate the defaulting Party's rights, duties, and obligations under the Agreement, as well as remove said Party's representative from the Board. Notice of default shall be provided to the defaulting Party's governing body, providing such Party thirty (30) days from the date of such notice to cure the default.

B. Any Party whose participation is terminated under the provisions of this Article of this Agreement shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Authority to which said Party may otherwise be entitled upon the dissolution of this Agreement. This Article is not intended to limit the right of any Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

XII. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the Parties listed herein and shall continue in full force and effect, subject to amendments, or until sooner terminated by written agreement signed by a majority of the Parties hereto.

B. Any Party's participation in this Agreement may be terminated by written notice from the Party or Parties to the Authority at least sixty (60) days prior to January 1 of any given year. Upon termination, such Party shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Authority.

C. Upon termination of the Agreement by a majority of the Parties, the powers granted to the Authority under the Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement.

D. In the event that any Party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with Subsection B of this Article, such Party shall be considered in default of this Agreement pursuant to Article XI and accordingly shall forfeit its entire interest in the Authority and services provided.

XIII. AMENDMENT

This Agreement may be amended by the Parties from time to time. Any such amendment shall be in writing and approved by a minimum of sixty (60%) percent of the Parties.

XIV. LIABILITY OF BOARD OF DIRECTORS, OFFICERS

A. The Board and its executive officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance to provide coverage for the Board, Executive Officers, Members, Financial Officer, Party employees who provide services to the Authority as described in Article VII, Section C, of this Agreement, and the Authority against suit or suits that may be brought against said officials or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

B. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Executive Officers, Members, Financial Officer, and Party employees who provide services to the Authority as described in Article VII, Section C, of this Agreement.

XV. SEVERABILITY CLAUSE

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

XVI. REVOCATION

It is understood and agreed by and between the Parties hereto that any prior intergovernmental agreements or amendments thereto concerning an "E9-1-1" "Emergency Telephone Service" executed by any of the Parties hereto are hereby revoked and shall be of no further legal effect whatsoever.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinabove set forth.

BOARD OF COUNTY COMMISSIONERS, COUNTY OF MONTROSE, STATE OF COLORADO

____

________________, _________________________

Attest:

____

______________________, County Clerk and Recorder

____

______________________, Deputy Clerk

CITY OF MONTROSE, COLORADO

____

______________________, __________________

Attest:

____

______________________, City Clerk

TOWN OF OLATHE, COLORADO

____

______________________, __________________

Attest:

____

______________________, Town Clerk

EXHIBIT A

TOWN OF NATURITA, COLORADO

____
_________________________, ____________________

Attest:

____
_________________________, Town Clerk

TOWN OF NUCLA, COLORADO

____
_________________________, ____________________

Attest:

____
_________________________, Town Clerk

MONTROSE FIRE PROTECTION DISTRICT, COLORADO

____
_________________________, ____________________

Attest:

____
_________________________, Secretary

OLATHE FIRE PROTECTION DISTRICT, COLORADO

____
_________________________, ____________________

Attest:

____
_________________________, Secretary

EXHIBIT A

NUCLA-NATURITA FIRE PROTECTION DISTRICT, COLORADO

____
_______________________, ___________________

Attest:

____
_______________________, Secretary

BOARD OF COUNTY COMMISSIONERS, COUNTY OF OURAY, STATE OF COLORADO

____
_______________________, ___________________

Attest:

____
_______________________, County Clerk and Recorder

____
_______________________, Deputy Clerk

SAN MIGUEL EMERGENCY TELEPHONE SERVICE AUTHORITY

____
_______________________, ___________________

Attest:

____
_______________________, Secretary

Bear Peak Law, PLLC
303.900.2674 direct
1919 14th Street, Suite 700
Boulder, Colorado 80302

Retainer for Legal Services
City of Montrose – Proposed Downtown Urban Renewal Project

Submitted to: Anthony Russo, City of Montrose Business Development

Submitted by: Nicholas J. Larson and Paul C. Benedetti

Date: August 15, 2025

We are pleased to submit this agreement for legal services related to a proposed urban renewal project in downtown Montrose. Together we not only provide the services necessary to implement this important new project but also provide assurance of continuity and availability of long-term counsel. Paul Benedetti has decades of experience and is a recognized expert in urban renewal and tax increment projects. Nick Larson has led complex public-private partnerships from concept to completion and has hands-on development experience. More information is provided in the biographical attachment.

By this retainer our services will include, without limitation, assistance with preparation and review of various urban renewal documents, conditions surveys, proposed project boundaries, one or more urban renewal plans; preparation and negotiation of all required taxing entity agreements; preparation of agreements between the City and MURA; review of tax increment calculations, projections and impact reports; drafting and review of notices, resolutions and other documents and agreements related to plan approval and the urban renewal project; attendance and presentations at meetings; legal research; telephone conferences; office and video conferences; correspondence and memoranda; coordination and communication with other counsel, consultants, and MURA; and any other services mutually agreed to by the parties, including services related to redevelopment and reimbursement agreements. This agreement is not intended to cover certain specialized services such as those of bond or metropolitan district counsel.

Our fees are $400.00 per hour. We will take care to avoid duplication of services and charges. The time charged will be recorded and billed in one/quarter hour increments. In addition, we will be reimbursed for actual costs of such items as lodging and meals in Montrose, unusual copy charges, or delivery and courier fees. These costs will be paid by this firm and reimbursed by you or sent to you for direct payment. We do not charge for mileage, gasoline, regular postage, or routine copies.

All fees and expenses will be paid monthly upon receipt by you of an itemized statement. The fees and costs shall not exceed $______________ without your prior written approval. All our costs and other expenses as well as those otherwise incurred by the City and MURA in this process are eligible for reimbursement from project revenues if the proposed plan is approved by the City Council.

This agreement is effective as of acceptance by you and may be terminated at any time by either party upon written notice. If so terminated we will be paid for services rendered through the date of termination and any necessary fees and costs required for transfer of work in progress. If we withdraw from this agreement we will allow time for employment of replacement counsel. Upon any termination we will deliver all documents to which you are entitled.

Thank you for the opportunity to work with you on this exciting project.

Sincerely,

Nicholas J. Larson

Paul C. Benedetti

Nicholas J. Larson
Partner, Bear Peak Law, PLLC
1919 14th Street, Suite 700
Boulder, Colorado 80302
nick@bearpeaklaw.com
(303) 900-2674

Paul C. Benedetti
Attorney at Law
645 E. Wiggins Street
Superior, Colorado 80027
paul.benedetti@comcast.net
(303) 725-2738

Accepted on behalf of the City of Montrose as of this ____ day of August, 2025.

By: ______________________________
Name: ______________________________
Title: ______________________________

Nicholas J. Larson

Attorney

1919 14th Street, Suite 700, Boulder, Colorado 80302 – (303) 900-2674

EDUCATION

Juris Doctor
Gonzaga University
Bachelor of Arts
Boston University

ADMISSIONS

State of Colorado Bar
State of New York Bar
Washington, D.C. Bar

AFFILIATIONS

Board of Directors, Upstate Colorado EDC

AWARDS

Best Lawyers: Ones to Watch in America 2023-2025

BizWest, 40 Under Forty, 2023

EXPERIENCE

Nick Larson is a trusted deal partner and a true “dirt lawyer,” bringing extensive experience in high-stakes real estate transactions from his tenure at preeminent law firms. He adeptly represents a diverse array of commercial real estate clients, navigating complexities ranging from national homebuilders developing master-planned communities with intricate infrastructure and entitlement requirements to fund-backed equity investors acquiring multifamily projects and industrial outdoor storage facilities nationwide. Nick’s clientele also includes first-time developers acquiring and selling manufactured home communities, hotels and casinos.

As a real estate developer himself, Nick intimately understands the challenges his clients face, including managing deal tempo, aligning with investor expectations, navigating lender oversight, implementing interest rate hedging strategies, and formulating effective exit plans. Clients appreciate his ability to distill complex situations and concentrate on factors that directly influence deal economics.

Prior to founding Bear Peak Law, PLLC, Nick was a shareholder at the Denver law firm of Brownstein Hyatt Farber Schreck, LLP. Nick was an associate at a law firm in Washington, D.C., and served as an appellate and trial attorney in the U.S. Army Judge Advocate General’s (JAG) Corps. While in the JAG Corps, Nick earned the Parachutist Badge and advised commanders in a combat engineer brigade.

Practices

Real Estate
Master planned communities
Ground-up development
Urban Renewal, Tax Increment Financing, P3

Personal

Nick resides in Boulder with his wife, Randi, and their three energetic boys. While Randi exemplifies resilience and kindness, Nick does his best to keep up, embracing the delightful chaos of family life and occasionally wondering if life was easier in the Army.

Paul Benedetti

Attorney

645 E. Wiggins St., Superior CO 80027 – (303) 725-2738

EDUCATION

Juris Doctor
University of Colorado
Bachelor of Arts
University of Colorado

ADMISSIONS

State of Colorado Bar
State of Kansas Bar
U.S. District Court, Colorado and Kansas
U.S. Supreme Court

AFFILIATIONS

Cofounder and board member of predecessor to Downtown Colorado, Inc.

PUBLICATIONS

Principal author, *Urban Renewal*, published by the Colorado Municipal League

Co-author, *Law of Planning and Land Use* published by the Colorado Chapter of American Planning Association

EXPERIENCE

Urban Renewal and Downtown Development Authorities – tax increment financing

Paul has represented numerous public and private clients in redevelopment project throughout Colorado - From Greeley to Durango and Craig to Lamar.

Paul was counsel for the first public issuance of TIF bonds in Colorado and participated in landmark litigation and appellate cases including *Denver Urban Renewal Authority v. Byrne; Olson v. City of Golden; Tracy v. City of Boulder; Boulder County Board of Commissioners v. City of Broomfield; Auraria Businessmen v. Denver Urban Renewal Authority*.

Some of Paul's principal clients have included the urban renewal authorities of Denver, Colorado Springs, Pueblo, Broomfield, Arvada, Greeley, Durango, Frederick, Fountain, Brighton, Sheridan, and Center.

He has represented private clients in redevelopment projects in Colorado Springs, Aurora, Loveland, Montrose, Firestone, and Craig.

Paul is experienced in all aspects of redevelopment projects from formation of urban renewal authorities; appointment of commissioners; negotiation and drafting of redevelopment and reimbursement agreements; bond financing (but not as bond counsel); condition surveys; preparation and amendment of plans; appearances and presentations to boards and commissions; compliance with 1348 requirements; negotiations with and preparation of TIF agreements with taxing entities; and preparation and review of other documents related to redevelopment projects, including notices, resolutions, ordinances, and numerous documents related to redevelopment projects.

Paul has also represented public and private clients in Downtown Development Projects in Longmont, Colorado Springs, Nederland, and Woodland Park including issues related to project financing and issuance of bonds; appointment of board members; presentation to boards and commissions; negotiation and drafting of redevelopment and reimbursement agreements; amendment of plans of development; and preparation and review of numerous documents related to execution of plans of development, including notices, resolutions, and ordinances.

Related Activities

Paul has also participated in numerous educational panels for the Colorado Bar Association and Downtown Colorado, Inc., and the Colorado Municipal League. He has testified as an expert witness before the Colorado legislature and in cases in the U.S. District Court of Colorado and state district court.

CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: September 2, 2025
RE: Local Planning Capacity Modification Request
ATTACHMENTS:

- Exhibit A: Draft Letter of Approval

City Council Consideration:

City Council consideration of a grant modification request to a previously awarded Local Planning Capacity Grant through the State of Colorado.

Project Summary:

The City of Montrose is requesting a modification to its Local Planning Capacity grant award (Project Number LPC-24-019) from the Colorado Department of Local Affairs (DOLA). Originally awarded in March 2024, the project was budgeted at $60,000, consisting of $48,000 in grant funding and a $12,000 local match. These funds have supported the implementation of a new permitting system, CloudPermit, which is designed to streamline and expedite project reviews. The proposed grant modification has two components. First, the City is requesting to extend the grant deadline from December 31, 2025, to December 31, 2026. Second, the City seeks to incorporate an additional $50,000 in funding awarded by the State of Colorado. This supplemental amount, which does not require a local match, was granted in recognition of Montrose's early implementation of an expedited review program for affordable housing. Montrose was one of the first jurisdictions in the state to do so.

The additional funding will be used to further strengthen the permitting system. Specifically, it will cover an additional year of the CloudPermit software subscription and fund the purchase of electronic tablets for use by building inspectors in the field. These tools will enable real-time documentation and communication, improving efficiency throughout the permitting and inspection process. A portion of the funds will also support staff training focused on land use planning and affordable housing. These proposed expenses are consistent with the intent of the Local Planning Capacity grant program, which aims to increase the capacity of local government planning departments to support affordable housing, particularly by expediting development review and permitting. As such, the requested use of funds falls squarely within the program's eligibility guidelines.

As part of the grant modification process, DOLA has requested a formal letter signed by the Mayor of Montrose, included here as Exhibit A. It is important to note that this modification does not alter the City's financial contribution. No additional local match is required. The request simply accounts for the additional funding awarded and provides an extended timeline to complete eligible activities.

CITY OF MONTROSE

Stay here. Play everywhere. MONTROSE COLORADO

Phone: 970.240.1407
Fax: 970.240.1499

September 2, 2025

Division of Local Government
Department of Local Affairs
Community Development Office

RE: Request for Grant Modification – Project LPC-24-019

Dear Colorado Division of Local Government,

The City of Montrose respectfully submits this letter to request a modification to a Local Planning Capacity grant award received through the State of Colorado, specifically Project Number LPC-24-019.

In March 2024, the City was awarded $48,000 through the Local Planning Capacity grant program. Since then, we have made significant progress toward implementing a new permitting system designed to expedite project reviews. While the implementation has been successful, unanticipated staffing turnover within our Building Division has delayed the full public rollout of the system.

Additionally, we submitted the City of Montrose Expedited Review Proposal to the State of Colorado, which was approved and implemented prior to the December 31, 2025 deadline. As a result, we were notified of eligibility for up to $50,000 in additional grant funding for related eligible activities. We would like to formally proceed with this supplemental funding and request that it be incorporated into our existing Local Planning Capacity grant.

The additional funding would support the following priorities:

- An additional year of CloudPermit software subscription, ensuring the continued use and full public launch of our new permitting system.
- Three Latitude Rugged Tablets for Building Division staff. Currently, inspectors do not have access to tablets in the field. The new permitting system enables seamless, real-time documentation and communication, including photo capture of deficiencies and instant updates to developers. These tools will directly support faster, more efficient reviews and inspections for housing projects.

- Expenses for staff training and professional development focused on expanding expertise in land use planning and affordable housing.

To support the continued progress of this initiative, we are also requesting an extension of the grant term through December 31, 2026. A detailed budget breakdown is included below, reflecting both the original award and the additional grant funding being requested.

Total Grant Funds Awarded	$98,000
Total City Match	$12,000
Total Project Cost	**$110,000**

Project/Line Item	**Cost**
CloudPermit - New Permitting System	
Implementation Fee & Data Import Costs	$16,000
Year 1 Subscription Fee Costs (2/2025 - 2/2026)	$31,500
Year 2 Subscription Fee Costs (2/2026 - 2/2027)	$31,500
LAMA - Current Permitting System	
Final Year/Redundancy Subscription Costs (7/2025 - 7/2026)	$16,676
Permit Software Training & Roll-Out Marketing Costs	$5,000
Latitude Rugged Tablet (x3)	$7,200
Staff Training & Professional Development	$2,124
Total Project Cost	**$110,000**

Thank you for considering this request. The City of Montrose remains committed to the goals of the Local Planning Capacity program and appreciates your continued support. Please let us know if any additional information is needed.

Sincerely,

____
Dave Frank, Mayor
City of Montrose

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MONTROSE, VOLUNTEERS OF AMERICA NATIONAL SERVICES, AND MAGIC CIRCLE PLAYERS, LTD.

I. Parties

This Memorandum of Agreement (hereinafter "MOA") is made by and between the **City of Montrose**, a Colorado home rule municipal corporation, with a mailing address of P. O. Box 790, Montrose, Colorado 81402; **Volunteers of America National Services**, a foreign nonprofit corporation, with a mailing address of 1660 Duke Street, Alexandria, VA 22314; and the **Magic Circle Players, LTD.,** a Colorado nonprofit corporation with a mailing address P.O. Box 1897, Montrose, Colorado 81402 (sometimes herein referred to individually and generically, as a "Party" and, collectively, as "Parties").

II. Background and Purpose of MOA

The City of Montrose (hereinafter the "City") owns real property adjacent to real property owned by Volunteers of America National Services (hereinafter "VOANS"). VOANS has interest in developing such real property as a multi-family development, which helps address the need for housing for the City of Montrose.

VOANS owns and leases real property to Magic Circle Players, LTD. (hereinafter "Magic Circle"). The Magic Circle operates a community theater out of such property owned by VOANS. The City believes this community theater adds significant value to the residents of the City.

The purpose of this MOA is to layout a framework to exchange real property owned by VOANS and the City.

III. City's Responsibilities

During the term of this MOA, the City shall:

a. Transfer the real property which is described as Open Space of the Elder Homestead at Montrose and Open Space of the East Pavilion Complex in Montrose, Colorado to VOANS.

b. Initiate and support the rezone of such properties from the "P" Public to "R-3A" Medium High Density District prior to the transfer.

c. Provide VOANS with any environmental reports, soil reports, title policy, survey, planning and zoning documents, governance documents, any other reports and documents relating to the properties within the City's possession, and any other documents the City possesses that VOANS may reasonably request.

IV. VOANS' Responsibilities

During the term of this MOA, the VOANS shall:

a. Transfer the real property located at 420 S. 12th Street Montrose, CO 81401 to the City.

b. Pay the City Thirty Thousand Dollars and 00/100 ($30,000.00), which is the difference in appraised values of the two properties. Both the City and VOANS have copies of the appraisals for their records.

c. VOANS shall deposit Five Thousand and 00/100 ($5,000.00) into escrow at execution of a Purchase & Sale Agreement and such deposit will be applied as a credit to the purchase at closing.

d. Support the rezone of the real property which is described as Open Space of the Elder Homestead at Montrose and Open Space of the East Pavilion Complex from the "P" Public to "R-3A" Medium High Density District.

e. Provide the City with any environmental reports, soil reports, title policy, survey, planning and zoning documents, governance documents, any other reports and documents relating to the properties to the extent such documents are within VOANS's possession, and any other documents VOANS possesses that the City may reasonably request.

f. Use <u>Land Title</u> for the title services and closing in this transaction.

V. Magic Circle's Responsibilities

During the term of this MOA, Magic Circle shall put best efforts forth to fund raise to purchase the real property located at 420 S. 12th Street Montrose, CO 81401, from the City after such real property has been transferred to the City. When adequate funds have been raised, initiate the purchase of the real property located at 420 S. 12th Street Montrose, CO 81401 from the City.

VI. Joint Responsibilities

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

b. The City and VOANS agree to work in good faith to reach an agreement on terms and conditions. The City and VOANS agree to complete a Purchase and Sale Agreement within 45 days of the fully executed MOA. If the Parties are unable to negotiate a mutually acceptable Purchase and Sale Agreement within this timeframe, without a mutually agreed upon extension, neither party shall have any further rights or obligations to the other.

c. The City utilized Econometrics to complete appraisals of the properties subject to this MOA dated March 29, 2025. The concluded values of the properties are:

Owner	Property Reference	Size	Value
City of Montrose	1	4.14 acres	$530,000
Volunteers of America National Services	2	1.15 acres	$500,000

The parties agree that these are true and accurate appraisals for these properties.

d. The parties agree to put best efforts to adhere to the following schedule:

Milestone	Projected Timeframe
MOA Executed	July/August, 2025
Purchase & Sale Agreement Executed	September, 2025
Open Escrow	September, 2025
VOANS Completes Due Diligence (90 days) *(survey, phase I, soils borings, title and design studies)*	October-December, 2025
City Submits Rezone Application (60-75 days)	December, 2025
City Completes Rezone & City Council full approval of transaction	February, 2026
VOANS closes on exchange (within 7 days)	February, 2026

e. The City and VOANS' due diligence periods shall commence upon execution of a Purchase and Sale Agreement which is anticipated to occur in September 2025. The City and VOANS shall exchange Deliverables. VOANS and the City will have 90 days to complete due diligence. Due diligence expenses shall be borne by the party completing the due diligence. The City and VOANS shall allow the other party access to the properties subject to this MOA for all due diligence if advance notice is provided. If any negative conditions are found, including but not limited to, such as soils or environmental conditions, that will impact the affordable housing development as contemplated herein including the timeline and proposed financing, the due diligence period will be extended by 60 days and VOANS and the City shall work cooperatively to mitigate any issues. At the end of the due diligence period, either Party can accept the property as-is and move forward towards closing or terminate its agreement with Seller at its sole discretion.

f. VOANS shall initiate a new survey for the City's property. The City and VOANS shall each pay 50% of the cost of the survey. The City shall not pay more than Five Thousand Dollars and 00/100 ($5.000.00) for the survey.

g. The City and VOANS shall each pay 50% of the closing costs.

h. Closing shall be contingent on completion of rezoning the property. The City and VOANS shall close on the transaction within 7-calendar days of the completion of the rezone. VOANS shall have the option to extend the closing date by 30 days for an increase in purchase price of Five Thousand Dollars and 00/100 ($5,000.00) for one additional 30-day period as necessary to reach closing.

VII. Governance

a. VOANS governance structure consists of a national real estate loan committee, a finance committee, and a national board. The Purchase and Sale Agreement and transfer of the property owner by VOANS will be contingent upon VOANS receiving approval from its Board of Directors.

b. While City Staff supports this MOA, approvals of the rezone and land transaction are at the discretion of City Council.

c. Should any approval be withheld by any Committee, Board, or City Council, no Party shall have any further rights or obligations to any other Party.

VIII. Term

a. This MOA shall be effective as of the date of signature last made hereon, and shall remain in effect for one (1) year from date of signature. Renewal shall be automatic unless either party communicates their desire to terminate the MOA, and take place on an annual basis until all terms of the MOA have been completed.

b. Any Party may, in its sole and absolute discretion, and at any time, terminate this MOA without any liability to the non-terminating Party until the execution of the Purchase and Sale Agreement, except as stated herein. Termination shall be accomplished by sending written notice pursuant to the Notice provisions of this MOA.

IX. Confidentiality

The Parties shall keep the nature of their negotiations as confidential as possible, subject to State, Federal, and Local law.

X. Governing Law

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

XI. Notice

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 MOA shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this MOA 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 MOA 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 MOA, 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.

XII. Counterparts

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

XIII. Whole Agreement

This MOA represents the entire understanding of the City, VOANS, and Magic Circle in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements or discussions between them (whether written or oral) with respect of the subject matter hereof.

XIV. Severability

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

XV. Assignment

a. *No Assignments.* VOANS shall have the right to assign its interest in this MOA or Purchase and Sale Agreement to a single purpose entity controlled by VOANS or one of its affiliates. All other assignments of rights shall be prohibited without prior written consent of the other Parties. Such purported assignments shall be void.

b. This MOA binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors.

XVI. TABOR

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

XVII. Third Party Beneficiaries

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

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

Accepted and Agreed to by:

CITY OF MONTROSE, COLORADO

____
William E. Bell , City Manager
Date: ______________________________

VOLUNTEERS OF AMERICA NATIONAL SERVICES

____
Debashish Chakravarty, Assistant Secretary/Assistant Treasurer
Date: ______________________________

MAGIC CIRCLE PLAYERS, LTD.

____
Lisa Rediger, Executive Director
Date: ______________________________

PROJECT AUTHORIZATION RECOMMENDATION

TO: **Honorable Mayor and Montrose City Council**
Cc: William E. Bell-City Manager, Ann Morgenthaler-Deputy City Manager
Shani Wittenberg, Finance Director
FROM: Jim Scheid-Public Works Director, Mark Armstrong - Facilities Manager
DATE: September 2nd, 2025
Subject: Childcare Facility Renovation Project

Action
Consider an overall authorization of $850,000.00 for the creation of a childcare facility by renovating a City owned facility located at 703 South 9th Street including a contract award to Stryker and Company in the amount of $530,000.00

Background
The need for access to quality, affordable childcare has been clearly recognized by the City of Montrose as a growing priority for local families and the broader community. In response, the City is proposing to repurpose a City-owned building located at 703 S. 9th Street into a dedicated childcare facility. This proposed center is designed to include four classrooms and accommodate approximately 50 children, ranging in age from 6 weeks to 5 years. By transforming this space into a vibrant, early childhood environment, the City aims to support working families, promote early childhood development, and help address the ongoing childcare shortage in the region.
City Staff have been working with Blythe Group and design team this year on the renovation design for this project. The design was completed this summer and was issued as an RFP in July to procure a contractor for the construction. The City of Montrose received five qualifying proposal packages utilizing the formal request for proposal process. These proposals have been reviewed and scored based on a number of criteria.
Of the five qualifying proposal packages received, the proposal submitted by Stryker & Company Inc. scored highest and was also our lowest priced qualifying proposal. Proposals were received as follows.

COMPANY NAME	PRICE 30%	QUALIFICATIONS 25%	PRESENTATION 25%	TEAM 20%	SCORE	COMPLETE PROPOSAL PACKAGE
Stryker & Company Inc.	4	4	3	4	93.75	YES
DARE-CASE Contracting Services LLC.	3	4	3	3	86.25	YES
FCI Constructors Inc.	2	4	3	3	78.75	YES
North Peak Construction	2	4	3	3	78.75	YES
Merritt Contracting Solutions	1	3	4	3	58.5	YES

Based on the scoring above and the City's experience in working with Stryker and Company, City staff are recommending awarding to Stryker the construction contract.

Net Financial Impact

The budget for this project is split between 2025 and 2026 as that is the expected timeframe for the project to be completed. There is $600,000.00 included in the 2025 budget and $250,000.00 proposed in the 2026 budget for this project. This brings the total budget available to $850,000.00 which aligns with the total project expenses.

Below is a breakdown of the budget for this project.

	Total Costs
Construction Costs	$530,000.00
Owner Expenses	$194,000.00
Design / Consultants	$71,000.00
Contingency	$55,000.00
TOTAL:	**$850,000.00**