



CITY COUNCIL WORK SESSION
Monday, December 6, 2021 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers and via Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_Gtgt4NkqS5iZ4TNQIdQW7g

1) INTRODUCTION OF NEW CITY EMPLOYEES

- Rebecca Dillon - Animal Control Officer
- Shelli Spiers - Rusty Putter Restaurant Manager
- Dona Hawken - Deputy Clerk of Court
- Kendall Delp - Utilities Worker
- Jason Schroer - Streets Division Worker

2) DISCUSSION ITEMS

- A) Municipal Code Revisions for Supportive Housing (15 minutes)
Staff: Community Engagement Specialist Ross Valdez 3-10
- B) DOLA Peace Officer Mental Health Support Grant Application (15 minutes)
Staff: Community Program Manager Kendall Cramer 11-12
- C) 2022 Sanitary Sewer Cured in Place Pipe Bid Award Recommendation (15 minutes)
Staff: Utilities Manager David Bries 13-14
- D) Ford Vehicle Purchase Award Recommendation (15 minutes)
Staff: Public Works Manager Jim Scheid 15-16
- E) Wayfinding Sign Project Phase 3 (15 minutes)
Staff: Public Works Manager Jim Scheid 17-19
- F) North Connect Trail Restroom Construction Contract (15 minutes)
Staff: Public Works Manager Jim Scheid 20-28

3) GENERAL CITY COUNCIL DISCUSSION

4) STAFF COMMENTS

**Please note that the times listed are estimates of approximately how long each item may take. This time is intended to serve as a guide for the Mayor in an effort to help keep the meeting moving.*

**Hearing assistance devices are available for public use. Please let us know if you need accommodation.*



FUTURE TOPICS

- Montrose Public Safety Complex FF&E Award Recommendation - January 3
- School Choice Week Proclamation - January 18

Zoom Meeting Details

https://us02web.zoom.us/webinar/register/WN_Gtgt4NkqS5iZ4TNQIdQW7g

Join by phone:

1 253 215 8782

1 346 248 7799

1 669 900 9128

1 301 715 8592

1 312 626 6799

1 646 558 8656

Webinar ID: 861 1639 7049

International numbers available: <https://us02web.zoom.us/j/86116397049>



CITY OF MONTROSE

MEMO

TO: City Council
FROM: Ross Valdez, Community Engagement Specialist
DATE: December 6, 2021
RE: Code Modification for Supportive Housing
ATTACHMENTS: Ordinance Amending MC 4-4 of Zoning Code (Redline Version)

City Staff have undertaken a review of the Municipal Code Title 4, Chapter 4, Sections 2, 10, 14, 17, and 18 in order to add a definition for supportive housing and define where these uses are allowed. This Code amendment increases solutions available to help individuals and families experiencing homelessness or at-risk of homelessness, and have a barrier to employment and housing stability by allowing supportive housing as a conditional use in the following zoning districts: “OR” Office-Residential District, “B-3” General Commercial District, “I-1” Light Industrial District, and “I-2” General Commercial District. The Code currently does not allow for facilities that have onsite supportive services and housing for those experiencing homelessness or at-risk of homelessness. The proposed definition of supportive housing specifies that this use is not on an emergency or nightly basis, and therefore does not include facilities that are commonly referred to as homeless shelters. Occupancy of supportive housing is intended to be long term with stays of thirty (30) consecutive days or more. This Code amendment will make an important clarification in our Code, in order for supportive housing developers to understand the allowed locations for this type of use.

Recommended Definition for Supportive Housing:

Supportive housing means housing that includes supportive services to help individuals and families experiencing homelessness or at-risk of homelessness and have a barrier to employment and housing stability. Occupancy of such a facility is intended to be long term and not on a nightly or emergency basis, and stays shall be 30 consecutive days or more at the facility. These barriers can include, but are not limited to, mental illness, chemical dependency, or other disabling chronic health conditions. On-site supportive services can include, but are not limited to, health and dental care, behavioral health care, mental health services, substance abuse services, case management, life skills training, food access, assistance with transportation, child care assistance, and dependent care.

Recommended Actions:

1. Update Municipal Code Title 4, Chapter 4, Sections 2, 10, 14, 17, and 18 to add a definition for supportive housing and define that this use is allowed in “OR” Office-Residential District, “B-3” General Commercial District, “I-1” Light Industrial District, and “I-2” General Commercial District as a conditional use.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MONTROSE, COLORADO, UPDATING TITLE 4 CHAPTER 4, SECTION 2, 10, 14, 17, and 18 ZONING REGULATIONS OF THE CITY OF MONTROSE: AMENDING TITLE 4 CHAPTER 4 SECTIONS 2, 10, 14, 17, and 18 (4-4-2, 4-4-10, 4-4-14, 4-4-17, and 4-4-18) REGARDING ZONING REGULATIONS TO ADD A DEFINITION OF SUPPORTIVE HOUSING AND SPECIFY WHERE THE USE IS ALLOWED.

WHEREAS, the City's Zoning Regulations are updated from time to time;

WHEREAS, this update hereby amends the Zoning Regulations to add a definition for supportive housing and define where this use is allowed; and

WHEREAS, the City Council of the City of Montrose has determined that the changes to the Municipal Code will further the health, safety, and welfare of the people of the City of Montrose.

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

The following Sections of Title 4 Chapter 4 Sections 2, 10, 14, 17, and 18 of the Official Code of the City of Montrose, Colorado are hereby amended as follows: Title 4 Chapter 4 Sections 2, 10, 14, 17, and 18 (4-4-2, 4-4-10, 4-4-14, 4-4-17, and 4-4-18) are hereby amended. This version supersedes all previous versions of Montrose Municipal Code § 4-4-2, 4-4-10, 4-4-14, 4-4-17, and 4-4-18, to read in full as follows:

Sec. 4-4-2. Definitions.

Supportive housing means housing that includes supportive services to help individuals and families experiencing homelessness or at-risk of homelessness, and have a barrier(s) to employment and housing stability. Occupancy of such a facility is intended to be long term and not on a nightly or emergency basis, and stays shall be 30 consecutive days or more at the facility. These barriers can include, but are not limited to, mental illness, chemical dependency, or other disabling chronic health conditions. On-site supportive services can include, but are not limited to, health and dental care, behavioral health care, mental health services, substance abuse services, case management, life skills training, food access, assistance with transportation, child care assistance, and dependent care.

Sec. 4-4-10. "OR" Office-Residential District.

(A) *Intent.* The "OR" Office-Residential district is intended to allow for a mix of offices and residences in areas adjacent to commercial zones or in areas in transition from residential to commercial uses.

(B) *Uses by Right.*

- (1) Offices for medically related and professional service providers including doctors, dentists, chiropractors, lawyers, engineers, surveyors, accountants, bookkeepers, secretarial services, title companies, social service providers and other similar professional service providers.
- (2) Single-family homes.
- (3) Duplexes.
- (4) Government buildings and facilities.
- (5) Places of worship.
- (6) Parks and recreation facilities owned or operated by a homeowner association.
- (7) Public utility service facilities.
- (8) Childcare facilities.
- (9) Bed and breakfast operations operated solely by the residents of a lot of at least 6,250 square feet, providing no more than four bedrooms for rent in the dwelling unit, and the only meal provided on the premises shall be breakfast to the renters.
- (10) Hospitals.
- (11) Parking facilities.
- (12) Accessory uses.
- (13) Short-term rentals.
- (14) Family child care home.

(C) *Conditional Uses.*

- (1) Multifamily residences.
- (2) Skilled nursing and assisted living facilities.
- (3) Offices not allowed as a use by right.
- (4) Schools.
- (5) Retail sales and services establishments which cater to the general shopping public.

(6) Supportive housing.

(D) *Performance Standards.* Buildings with offices must be architecturally compatible with the residential character of the area and comply with City design standards.

(Ord. No. 2472 , § 4-4-10, 5-7-2019; Ord. No. 2561 , 10-19-2021)

Sec. 4-4-14. "B-3" General Commercial District.

(A) *Intent.* The "B-3" General Commercial District is intended for a large variety of uses that require large storage areas to conveniently serve customers.

(B) *Uses by Right.*

- (1) Uses listed as "uses by right" in the "B-1," "B-2" and "B-2A" districts.
- (2) Automobile and vehicle sales or service establishments.
- (3) Farm implement sales or service establishments.
- (4) Mobile home sales or service establishments.
- (5) Building materials sales establishments.
- (6) Rental businesses.
- (7) Feed storage and sales establishments.
- (8) Veterinary clinics or hospitals for large animals.
- (9) Automobile body shops.
- (10) Automotive repair and service establishments.
- (11) Construction and contractor's office and equipment storage facilities.
- (12) Above ground storage facilities for hazardous fuels.
- (13) Parking facilities.
- (14) Renewable energy facilities.
- (15) Short-term rentals.

(C) *Conditional Uses.*

- (1) Uses listed as conditional uses in the "B-1," "B-2" and "B-2A" districts.
- (2) Warehouses and storage facilities.
- (3) Antennas and towers are allowed only as conditional uses in all zones and are subject to the provisions of Section 4-4-21 and the other applicable requirements of City ordinances and regulations.

(4) Supportive housing.

(D) *Not Included in this District.* The following uses are not to be construed as a use by right or a conditional use in the "B-3" General Commercial district:

- (1) Manufacturing and industrial uses except as allowed by Subsection (C)(1) of this Section.

(E) *Performance Standards.*

- (1) Manufacturing and storage associated with manufacturing shall be indoors.
- (2) No use may create a nuisance to other property by reasons of dust, odor, noise, light, smoke, or vibration or other adverse effects which cannot be effectively confined on the premises.

(Ord. No. 2472 , § 4-4-14, 5-7-2019; Ord. No. 2561 , 10-19-2021)

Sec. 4-4-17. "I-1" Light Industrial District.

- (A) *Intent.* The purpose of the "I-1" Light Industrial District is to accommodate a limited group of research, manufacturing uses, and transportation hub. This promotes the creation and maintenance of an environment which will serve the mutual interests of the community as a whole, of any adjacent residential areas and of the occupants of the industrial park area.

(B) *Uses by Right.*

- (1) Uses which meet the intent of Subsection (A) of this Section and the performance standards of Subsection (C) of this Section are uses by right. Typical examples of such manufacturing and non-manufacturing uses include: food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.
- (2) Parks and open spaces.
- (3) Government buildings and facilities, to include airport and accessory uses.
- (4) Public utility service facilities.
- (5) Warehouse and wholesale distribution centers.
- (6) Renewable energy facilities.
- (7) Single-family homes, duplexes, and multiple-family residences.
- (8) Accessory uses.
- (9) Aircraft support services, including, but not limited to, aircraft maintenance and passenger and crew services.
- (10) Short-term rentals.
- (11) Family child care home.
- (12) Childcare facilities.

(C) *Conditional Uses.*

- (1) Any commercial use other than the uses by right which complies with the performance standards of Subsection (C) of this Section and is consistent with the intent of Subsection (A) of this Section.

(2) Supportive housing.

(D) *Performance Standards.*

- (1) No structure shall be constructed within 100 feet of an existing residential zone.

(Ord. No. 2472 , § 4-4-17, 5-7-2019; Ord. No. 2561 , 10-19-2021)

Sec. 4-4-18. "I-2" General Industrial District.

- (A) *Intent.* The "I-2" General Industrial District allows most industrial and manufacturing uses, provided that they do not create a nuisance to other property by reasons of dust, odor, noise, light, smoke, or vibration or other adverse effects which cannot be effectively confined on the premises.

(B) *Uses by Right.*

- (1) Those uses which are uses by right in the "I-1" Light Industrial District.
- (2) Other industrial uses.
- (3) Short-term rentals.

(C) *Conditional Uses.*

- (1) Antennas and towers are allowed only as conditional uses in all zones and are subject to the provisions of Section 4-4-21 and the other applicable requirements of City ordinances and regulations.

(2) Supportive housing.

(D) *Performance Standards.*

- (1) No structure shall be constructed within 100 feet of a residential or commercial district.

(Ord. No. 2472 , § 4-4-18, 5-7-2019; Ord. No. 2561 , 10-19-2021)

This Ordinance shall be deemed severable. Should any phrase, term, section, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid or unlawful, the remainder of the Ordinance shall remain in full force and effect.

You will please take notice that the Montrose City Council will hold a hearing upon the above Ordinance and the question of its passage on first reading on Tuesday, the ____ day of _____, 2021, at the hour of 6:00 p.m. at the Elks' Civic Building in Montrose, Colorado.

INTRODUCED, READ and PASSED on first reading this _____ day of _____, 2021.

_____, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

INTRODUCED, READ and ADOPTED on second reading this _____ day of _____, 2021.

_____, Mayor

ATTEST:

Lisa DelPiccolo, City Clerk

RESOLUTION 2021-29

A RESOLUTION AUTHORIZING FILING OF THE COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT APPLICATION FOR THE PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM.

WHEREAS, the City of Montrose Police Department seeks to ensure peace officers have access to counseling services and are equipped to handle on-scene responses involving persons with mental disorders.

WHEREAS, Colorado Revised Statutes (C.R.S.) 24-32-3501 created the Peace Officers Mental Health Support Grant Program within the Department of Local Affairs - Division of Local Government.

WHEREAS, the grant program provides financial assistance to law enforcement agencies to provide mental health services including (a) on-scene response services to support peace officers' handling of persons with mental health disorders; (b) counseling services to peace officers; (c) assistance for development and implementation of policies to support peace officers who are involved in shootings or a fatal use of force; (d) training and education programs that teach the symptoms of job-related mental trauma and how to prevent and treat such trauma; and (e) peer support programs.

WHEREAS, the Montrose Police Department seeks grant funding in an amount up to \$90,500 to support a licensed counselor to oversee the department's peer support program, purchase a co-responder vehicle, and to provide Crisis Intervention Training (CIT) for officers and co-responders.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE THAT:

- Section 1: The City Council of the City of Montrose authorizes the filing of the grant application with the Colorado Department of Local Affairs.
- Section 2: The City Council agrees to spend funds on statutory priorities and report on how funds were spent.
- Section 3: The City Council acknowledges potential TABOR implications.
- Section 4: If the grant is awarded, the City Council hereby authorizes the City Manager to execute the grant contract with the Department of Local Affairs and city staff to act on behalf of the grant agreement.
- Section 5: This resolution to be in full force and effect from and after its passage and approval.

ADOPTED this 7th day of December, 2021, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

BY: _____
Douglas Glaspell, Mayor

ATTEST

Mikayla Unruh, Deputy City Clerk



**Contract Renewal
Recommendation**

Date: December 6, 2021

Original bid Number: 20-011

To: Honorable Mayor and Members of the City Council

From: David Bries, Utilities Manager

CC: William Bell, City Manager
Ann Morgenthaler, Assistant City Manager
Shani Wittenberg, Finance Director

Date: December 6, 2021

Subject: 2022 Sanitary Sewer Cured in Place Pipe Bid Award Recommendation

Recommendation

Approve the contract renewal to Insituform Technologies, LLC in the amount not to exceed \$250,000.00, for cured in place lining of sanitary sewers.

Background

As a part of the City of Montrose routine sewer line inspections, the City utility crews identify critical sewers that are candidates for Cured in Place Pipe (CIPP) to restore their structural integrity. The lines for this year's project are mostly Vitrified Clay Pipes (VCP) that have deteriorated and have higher maintenance costs due to the condition of the line segments. This year's list is focused in Townsend Avenue. CDOT is planning on resurfacing Townsend Ave. this next year. CIPP is a process of installing a new pipe within a pipe using the existing pipe as the form, thus restoring the structural integrity of the pipe. Our goal is to complete lining of all of the sanitary sewers that are under the resurfacing project in advance of CDOT's work

In 2020, the City advertised for an annually renewable (for up to three years) contract for cured in place pipe services, and formal bids were received on September 9, 2020. Council reviewed and approved the bid from Insituform Technologies, LLC in 2020 with unit prices as summarized in Table 1 below, and has since used the company for projects in 2020 and 2021.

This memo requests approval to contract with Insituform Technologies, LLC for the 2022 Sanitary Sewer Cured in Place project. The project is scheduled to be completed in the first quarter of 2022. The first part of the project will consist of pre-cleaning and closed circuit TV inspection of the line segments in preparation for the lining process. During construction there will be traffic re-routing on some side streets at the various locations for short periods of time (less than a day). For Townsend Avenue we are requiring the installation of the CIPP (Cured in Place Piping) to be done at night in order to reduce the impact to traffic on Townsend. Customers will be notified prior to the beginning of the project and again prior to actual lining of the sewer main serving their property. Customers are requested to minimize usage of water during the installation and curing process until the services are re-opened (2 to 4 hours).

Pipe Size Cost per Foot

6	inch	\$30.00
8	inch	\$35.00
10	inch	\$37.00
12	inch	\$40.00
15	inch	\$45.00

Since this is a unit price contract based on actual quantities, City staff recommends award of a contract to Insituform Technologies, LLC, not to exceed \$250,000.00.

Net Financial Result of Contract

\$250,000 is included in the 2022 Wastewater Collection Budget for sanitary sewer pipe lining.

PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
FROM: Jim Scheid, Public Works Manager
Cc: William Bell, City Manager
Shani Wittenberg, Finance Director
Shane Brandt, Fleet Division Superintendent
DATE: December 6th, 2021
Subject: Bid#21-034 Vehicle Purchase Results and Recommendation



Recommendation

Approve the Purchase of 20 Ford vehicles from Sill-Terhar Motors in Broomfield, CO.

Background

On November 18th, 2021, the City of Montrose accepted bids for 20 new Ford vehicles.

8 Police Interceptors (4 replacement, 4 additional)
2 Detective F-150's (all additional)
1 F-150 for Water Distribution (replacement)
1 F-150 for Parks (replacement)
1 F-250 for Facilities (additional)
1 Escape hybrid for Civic Campus (replacement)
2 F-150's for Animal Control (1 replacement, 1 additional)
1 F-150 for Waste Water (replacement)
1 F-150 for Trash and Recycle (additional)
1 F-150 for Building Inspection (additional)
1 F-150 for Engineering (additional)

9 of the vehicles are replacements that are budgeted in the Fleet Division Vehicle Equipment budget 600-8005-943-000. The 11 additional vehicles are included in the 2022 budgets of the following divisions the Police Patrol, Police Administration, Facilities, Animal Control, Trash and Recycle, Building Inspection, and Engineering.

The City received two (2) qualified and complete bids.

The Bids are as follows:

COMPANY	PRODUCT COST
Sill-TerHar Motors, Broomfield CO	\$856,827.52
Caldwell County Chevrolet Ford, Caldwell TX	\$1,016,463.00

City Staff recommends purchasing from Sill-TerHar Motors.

Net Financial Impact

The budgeted amount for all of the purchases combined is \$961,250.00 which is a savings of \$104,422.48 if awarded to Sill-TerHar Motors in the amount of \$856,827.52.



CONTRACT AWARD RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Manager
DATE: December 6th 2021
RE: 2022 Wayfinding Project
CC: William Bell, Shani Wittenberg, Jackie Bubenik

Action

Consider the authorization of a total of \$191,500.00 to be awarded to American Classic Sign Manufacturer (ACSM) for the fabrication and installation of Wayfinding Signage Phase III.

Background

In recent years the City of Montrose has completed Wayfinding Sign Project phase I and II (2018 and 2019). Public Works coordinates with the City's DART Board to establish the priorities for the upcoming Wayfinding phases. Through this coordination; Phase I included the large directional signs on our major arterials like Main St and Townsend Ave. Phase II included arrival signage at all of our Parks. Both phases included visitor kiosks (total of 3) and destination arrival signs such as the one at the entrance to the Animal Services facility. Phase III is proposed to include parking lot signage, park rule signs, visitor kiosks, directional signage to the Amphitheater, trail maps and destination arrival signs at Cerro Summit.

In February of 2020 the City issued an RFP for phase III. Four proposals were received for the fabrication and installation of the Wayfinding Signs. All bids are considered qualified and complete. ACSM had the highest score using the proposal selection criteria and their bid is considered to be the best value to the City of Montrose. These proposals were evaluated by the City of Montrose by assigning a score between 0 and 4 in each of the weighted categories listed below.

1. Price: 30%
2. Qualifications/Similar Project Experience: 25%
3. Overall Presentation, Level of Detail, and Project Understanding: 25%
4. Team Assigned to the Project/Proposed Sub-Consultants: 20%

Scoring of the proposals is shown in the table below.

Contract Award Recommendation
Wayfinding Phase III
December 6th, 2021



2020 Wayfinding Sign Project
Proposal Selection Criteria
Bid Number: 19-052

Bidder	Rating	Score		Bidder	Rating	Score
Atlas Sign Industries				ACSM		
Price: 30%	4	1.20		Price: 30%	3	0.9
Qualifications/Similar Project Experience: 25%	4	1.00		Qualifications/Similar Project Experience: 25%	4	1
Overall Presentation, Level of Detail, and Project Understanding: 25%	1	0.25		Overall Presentation, Level of Detail, and Project Understanding: 25%	4	1
Team Assigned to the Project/Proposed Sub-Consultants: 20%	1	0.20		Team Assigned to the Project/Proposed Sub-Consultants: 20%	4	0.8
Total Score		2.65		Total Score		3.7
Bidder	Rating	Score		Bidder	Rating	Score
Hilton Displays				Ridgway Valley Enterprises		
Price: 30%	2	0.6		Price: 30%	1	0.3
Qualifications/Similar Project Experience: 25%	4	1		Qualifications/Similar Project Experience: 25%	2	0.5
Overall Presentation, Level of Detail, and Project Understanding: 25%	4	1		Overall Presentation, Level of Detail, and Project Understanding: 25%	2	0.5
Team Assigned to the Project/Proposed Sub-Consultants: 20%	3	0.6		Team Assigned to the Project/Proposed Sub-Consultants: 20%	4	0.8
Total Score		3.2		Total Score		2.1

In the Spring of 2020, this recommendation was made to City Council but due to the uncertainty and onset of Covid 19 the City Council decided in work session to put this project on hold. Subsequently, the Wayfinding Project phase III is included in the 2022 budget for consideration again.

In October of 2021, Public Works reached out to ACSM to see if they would hold the pricing proposed in 2020. ASCM agreed to hold pricing and they are excited to proceed with the Wayfinding project as proposed.

Financial Details

This project is included in the 2022 budget within Streets Division (100-5115-540-000, \$175,000.00) and in the Parks Division (100-5150-221-000, \$16,500.00). The total project budget is \$191,500.



CONTRACT AUTHORIZATION RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Manager
DATE: December 6, 2021
RE: North Connect Trail Restroom Construction Contract Award Recommendation
CC: William Bell, Ann Morgenthaler, Shani Wittenberg, Mark Armstrong

Action

Consider the authorization and award of funds in the amount of \$344,855.93 for the construction of the North Connect Trail Restroom. Including the award of a contract with Stryker and Company, Inc. for \$255,305.39 as the Construction Contractor and an MOA with Colorado Yurt Company.

Background

This restroom would be located along the Connect Trail at the North end near Colorado Outdoors and would be a shared use facility part of a public/private partnership between the City of Montrose and Colorado Yurt Company. There will be restrooms facing the trail for public use and shower facilities on the rear of the building for use by Colorado Yurt Company.

The City of Montrose issued an RFQ/P for the Design/Build Construction services for the new restroom facility in September of 2021. The proposals received were rated on qualifications, project approach, and similar experience in addition to the cost. The results are shown below.

Company	Location	Overall Score	Design Costs	Construction Est.
Stryker and Company	Montrose, CO	3.30	\$ 16,500.00	\$ 231,180.19
Kuboske Construction	Montrose, CO	3.00	\$ 24,528.00	\$ 299,044.48
Alcorn Construction	Denver, CO	2.25	\$ 27,050.00	\$ 336,099.00
Vostatek Construction	Clifton, CO	2.25	\$ 39,500.00	\$ 224,500.00

The design portion of the project was awarded to Stryker and Company in November of 2021. Stryker has provided the required options for design and a selection has been made. A rendering of the selected option is attached. The City of Montrose and Stryker and Company have collaborated on the design and costs to establish a baseline for design and a Guaranteed Maximum Price (GMP) for construction costs. The construction costs and owner costs are shown in the table below.

Construction	Stryker	\$ 255,305.39
Owner Costs:		
Utility Connections	Electric, Water, Sewer	\$ 25,000.00
Fiber	conduit and fiber to inside building	\$ 25,000.00
City IT	rack, Wi-Fi router	\$ 3,200.00
Construction Materials Testing		\$ 5,000.00
Owner Contingency	10%	\$ 31,350.54
	Total Project Costs	\$ 344,855.93

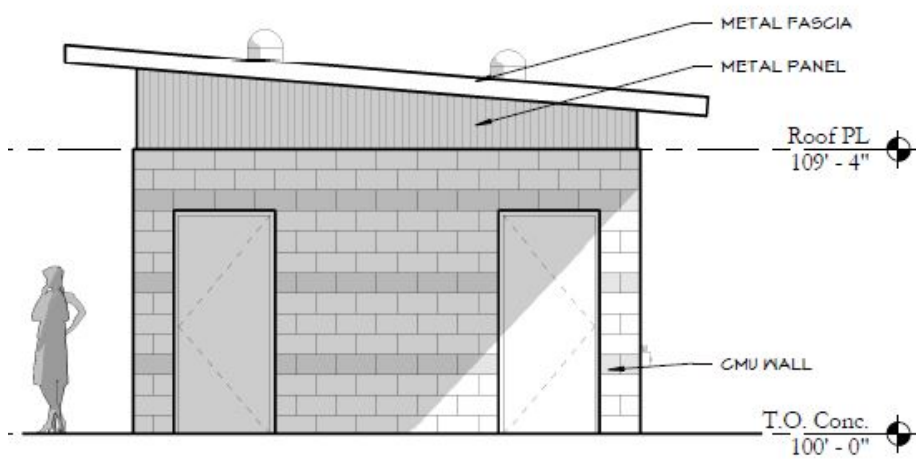
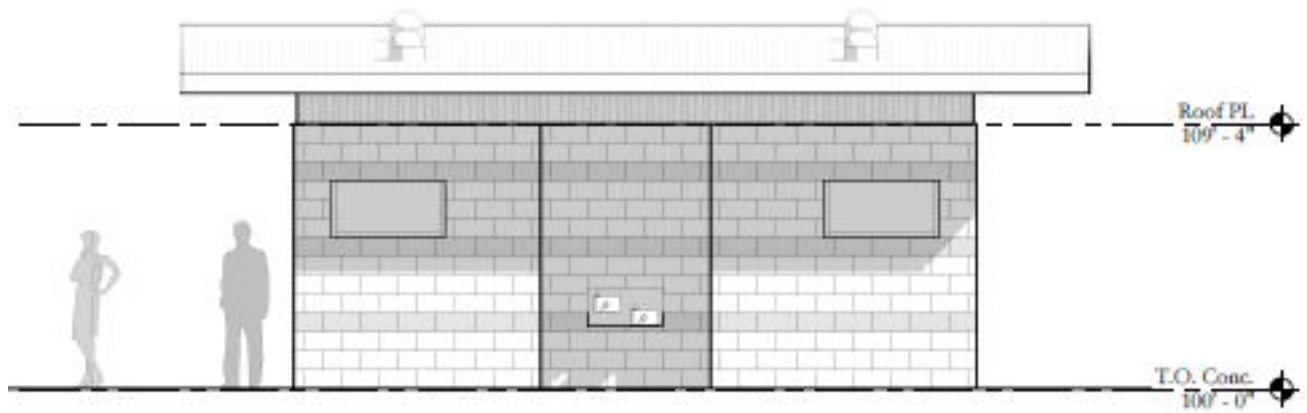
As part of the cost breakdown provided by Stryker and Company the costs for the shower portion of the facility (which is to be used by Colorado Yurt) were separated into Add Alternate 1 as an option to consider for an add to the restroom project. The estimated costs of Add Alternate 1 are \$46,000.00.

Contract Administration and Project Financials

Included with this award recommendation is an MOA for Council's approval. The MOA is between the City of Montrose and Colorado Yurt Company for the construction of this project, Colorado Yurt would be dedicating the property (valued at \$18,200.00) necessary for the restroom facility and contributing \$27,800.00 towards the construction costs. The combined total of these contributions is \$46,000.00 which is equal to the estimated costs of the shower portion of the project (Add Alternate 1). The City would contract Stryker and Company to build the restroom/shower facility and maintain the facility (janitorial on the restroom side only, structurally and mechanically for the entire facility).

The City of Montrose included \$200,000 in the 2022 Capital Improvements Parks Budget (100-5150-962-000) as a placeholder for this project because little was known about the details of the project until after the 2022 budget was established.

The overall impact to the Parks Capital Improvement Budget is \$317,055.93 (total project costs - \$27.8k), which is \$117,055.93 over the budgeted amount and could be supplemented in 2022 if necessary.



MEMORANDUM OF AGREEMENT
UNCOMPAHGRE RIVERWAY TRAIL NORTH-END RESTROOM FACILITY

THIS MEMORANDUM OF AGREEMENT is entered into as of this ____ day of _____ 2021, by and between the **CITY OF MONTROSE**, State of Colorado, a Colorado home rule municipal corporation, whose address is 433 S. First Street, P.O. Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as "City" and **THE SECRET CREEK GROUP, LLC**, a limited liability company, whose address is 11385 Bostwick Park Road, Montrose, Colorado 81403, hereinafter referred to as "Secret Creek Group"; the aforementioned entities may sometimes be collectively referred to as the "Parties".

RECITALS

WHEREAS, Secret Creek Group is the owner of the real property located in Montrose County, Colorado, described as follows:

Lot 23 of the Colorado Outdoors Subdivision Amendment No. 3, recorded at the Montrose County Clerk and Records Office under Reception No. 936925, County of Montrose, State of Colorado.

WHEREAS, Secret Creek Group is working to develop this tract of land to include a new public restroom and private shower facility.

WHEREAS, the Site Development Declaration of Covenants for development of the commercial building and associated improvements has been approved and recorded at the Montrose County Clerk and Records Office under Reception No. 938278, County of Montrose, State of Colorado.

WHEREAS, in order to promote outdoor recreation, economic development, and local businesses, the Parties mutually desire to undertake a joint public/private project to design, construct, and maintain a structure to house restroom and shower facilities at the approximate location shown in Exhibit A (hereinafter, the "Project"). The Project is envisioned to include two restrooms for use by both the public and Secret Creek Group (hereinafter, the "Restroom Facility") as well as enclosed private shower stalls for use exclusively by Secret Creek Group (hereinafter, the "Private Shower Facility").

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

1. **Purpose of MOA.** The purpose of this MOA is to provide an effective and reliable means for the Parties to jointly pursue the various steps necessary to accomplish design, construction, and maintenance of the Project, as further set forth below.
2. **Term and Renewal.** The Parties' rights and obligations under this MOA shall commence as of the Effective Date and shall remain in full force and effect in perpetuity.
3. **Project Accessibility.** The Restroom Facility shall be available for use both by the public and Secret Creek Group. The City reserves the right to close the Restroom Facility to the public at their discretion. This includes, but is not limited to, daily overnight closures, closures during the winter months (typically November through May), and/or closures that may be necessary due to vandalism or public health issues. At times when the Restroom Facility is closed by the City to the public, it will remain open for use by Secret Creek Group through keypad access. Secret Creek

Group may not close the Restroom Facility to the public at any time. The Private Shower Facility will not be open to the public and access will be controlled by the Secret Creek Group for their private uses.

4. **Project Actions and Obligations.** The Parties hereby acknowledge and confirm to and with each other that the following constitute the general steps and actions necessary by each party in order to complete and maintain the Project.

a. City of Montrose

- i. Design. The City shall be responsible for the design of the Project, including securing bids and hiring the design team. All design work shall be undertaken in accordance with the City's engineering specifications, site development regulations, and industry-accepted standards for improvements of the type contemplated. The City will prepare a plan set and specifications suitable for bidding and construction of the project. Work will be performed in continuous consultation with Secret Creek Group as a stakeholder in the design.
- ii. Permitting. The City shall apply for and obtain all necessary permits for the project to include the City's site development, building, and floodplain development permits.
- iii. Construction. The City shall be responsible for managing construction of the Project, including securing bids and hiring a construction contractor. Project construction shall include the restroom/shower structure, fill/grading immediately around the structure, and sidewalk connections to the City's existing recreation trail located immediately to the west.
- iv. Project Platting. The City shall perform all surveys necessary to prepare a replat of the parcel (hereinafter, the "Project Replat"). This is envisioned to be performed either as an Official Act of the City or as a minor subdivision. The Project Replat shall create a standalone lot for the Project and shall retain all access and utility easements necessary to support the Project.
- v. Structural Maintenance. The City shall be responsible for insurance and structural maintenance of the overall exterior structure and interior Restroom Facility. This includes responsibility for and maintenance of the building structure and its finishes, heating, ventilation, & air conditioning systems, and interior Restroom Facility elements such as sinks and toilets. The City shall not be responsible for interior structural maintenance of the Private Shower Facility.
- vi. Routine Maintenance. When the restroom is open to the public, the City shall provide daily maintenance services for the Restroom Facility to include general cleaning of the restroom to an acceptable public-restroom standard, purchasing and restocking of restroom supplies (toilet paper, soap, etc), and securing of the facility each night for overnight closure. If the City elects to close the restroom

to the public (excluding nightly closures, see Section 3), the City shall not be responsible for routine maintenance during these closures. The City shall also not be responsible for routine maintenance or stocking of supplies for the Private Shower Facility at any time.

b. Secret Creek Group

- i. Property Dedication. Secret Creek Group shall dedicate and/or deed over the parcel necessary to house the restroom facility and any necessary access and/or utility easements necessary to support the facility. This property dedication shall occur prior to completion of the Project construction.
- ii. Structural Maintenance. Secret Creek Group shall be responsible for interior structural maintenance of the private shower facility. This includes responsibility for and maintenance of the interior finishes and fixtures.
- iii. Routine Maintenance. Secret Creek Group shall provide any daily maintenance services for the Restroom Facility beyond that to be provided by the City and listed in Section 4(a) above. This includes cleaning to a standard beyond the City's public-restroom standard (if desired), spot cleaning if necessary or if issues arise between daily cleanings by the City, restocking of restroom supplies if necessary between City restocking efforts, and/or routine maintenance during times the City elects to close the restroom to the public for extended periods. Secret Creek Group shall be responsible for all routine maintenance and stocking of supplies for the Private Shower Facility.

5. **Cost Sharing.** Based on cost estimates from the project design-build team, the estimated construction cost of the joint restroom and shower structure is \$250,000. Of this, \$46,000 can be attributed to the private shower facility. Secret Creek Group will cover costs for the private shower facility through land (\$18,200 value) and cash (\$27,800) contributions towards the project. The remaining project costs will be paid for by the City of Montrose.

6. **Covenants, Representations, and Warranties.** Both parties hereby covenant, represent and warrant to Proceed in a timely manner and reasonably cooperate in good faith with Secret Creek Group to take all actions necessary to comply with the terms of this MOA and timely complete the Project

7. **Miscellaneous**

- a. Expenses; Attorney's Fees. Each Party agrees to bear its own attorneys' fees, accountants' fees and other costs and expenses in connection with this MOA and the transactions contemplated hereby; provided, however, that should a dispute arise with respect to this MOA or any related transactions, the defaulting Party, or the Party not prevailing in such dispute (as the case may be), shall pay any and all costs and expenses incurred by the other Party in enforcing and/or establishing its rights hereunder (including, without limitation, court costs and reasonable attorneys' fees determined by the Court, based on standard applicable local billing rates), all in addition to any award of

damages or injunctive remedies or other relief as should be granted by any court of competent jurisdictions.

- b. Counterparts; Electronic Execution. This MOA may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- c. No Third Party Beneficiaries. This MOA is entered into for the sole benefit of the Parties and no third parties are intended to, or shall, be granted or deemed to enjoy any rights under this MOA.
- d. Applicable Law. This MOA shall be construed and enforced in accordance with the laws of the State of Colorado, with venue in Montrose County, Colorado.
- e. No Venture or Partnership. No form of joint venture or partnership exists between the Parties and nothing contained in this MOA shall be construed as making either the City or Secret Creek Group joint ventures or partners of any kind.
- f. No Waiver or Governmental Immunity. Nothing in this MOA shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- g. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this MOA. The Parties hereby acknowledge and agree that this MOA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this MOA to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City's obligations to perform any obligations under this MOA shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this MOA.
- h. Signature Authority. Signators for each Party hereby confirm he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this MOA as a binding document of the Party.

IN WITNESS THEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

CITY OF MONTROSE, COLORADO

THE SECRET CREEK GROUP, LLC

By: _____
William Bell, City Manager

By: _____
John Gibson, Manager

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by William Bell, City Manager of the City of Montrose, Colorado.

Witness my hand and official seal.

My commission expires: _____.

(Seal)

Notary

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by John Gibson, Manager of the Secret Creek Group, LLC.

Witness my hand and official seal.

My commission expires: _____.

(Seal)

Notary



Exhibit A. Anticipated Restroom Facility Location