



CITY COUNCIL WORK SESSION
Tuesday, January 18, 2022 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_xWNEkBgVRf6qHnE65qZkgg

1) DISCUSSION ITEMS

- A) Trattoria Di Sofia Expansion Support (20 minutes)
Staff: City Manager Bill Bell 3
- B) Intergovernmental Agreement with Montrose Recreation District (15 minutes)
Staff: Community Program Manager Kendall Cramer 4-45
- C) Equipment Purchase Recommendation (10 minutes)
Staff: Public Works Manager Jim Scheid 46
- D) Niagara Road Addition Annexation (10 minutes)
Staff: Planner I William Reis 47-54

2) GENERAL CITY COUNCIL DISCUSSION

3) 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

- Haven House Community Development Block Grant - January 31
- Victims of Crime Act (VOCA) Grant Resolution - January 31
- Sales, Use, and Excise Tax Report for December 2021 - February 15
- Fourth Quarter Budget Review - February 15

Zoom Meeting Details

https://us02web.zoom.us/webinar/register/WN_xWNEkBgVRf6qHnE65qZkgg

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: 859 1996 1222

International numbers available: <https://us02web.zoom.us/j/85919961222>



SESIÓN DE TRABAJO DEL CONSEJO DE LA CIUDAD
Martes, enero 18, 2022 10:00 AM
Cámaras del Consejo de la Ciudad, Elks Civic Building - 107 S. Cascade Ave.

La participación pública para esta junta será en persona en las Cámaras del Consejo de la Ciudad y vía Zoom en el siguiente enlace:

https://us02web.zoom.us/webinar/register/WN_xWNEkBgVRf6qHnE65qZkgg

1) PUNTOS DE DISCUSIÓN

A) Expansión de Apoyo para Trattoria Di Sofia (20 minutos)

Personal: Gerente de la Ciudad Bill Bell

B) Acuerdo intergubernamental con el Distrito Recreativo de Montrose (15 minutos)

Personal: Gerente del Programa Comunitario Kendall Cramer

C) Recomendación para compra de equipo (10 minutos)

Personal: Gerente de Obras Públicas Jim Scheid

D) Adición Anexión Camino Niágara (10 minutos)

Personal: Planificador I William Reis

2) DISCUSIÓN GENERAL DEL CONSEJO DE LA CIUDAD

3) COMENTARIOS DEL PERSONAL

*Por favor note que los tiempos en la lista son estimaciones de aproximadamente cuánto tiempo puede tomar cada punto. Este tiempo está destinado a servir como guía para el Alcalde en un esfuerzo de ayudar a mantener la junta en movimiento.

*Hay aparatos auditivos disponibles para el uso público. Por favor déjenos saber si usted necesita esta adaptación.

FUTUROS TEMAS

- Subvención en bloque para el desarrollo comunitario de Haven House - enero 31
- Ley Víctimas de Crimen (VOCA) Resolución de subvención - enero 31
- Informe de impuestos sobre las ventas, uso e impuestos de diciembre 2021 - febrero 15
- Revisión del presupuesto del cuarto trimestre - febrero 15

Detalles junta Zoom

https://us02web.zoom.us/webinar/register/WN_HrwO1EYnRICZb1X1HDbIoA

Unirse por teléfono:

1 669 900 9128

1 253 215 8782

1 346 248 7799

1 646 558 8656

1 301 715 8592

1 312 626 6799

Webinar ID: 894 6786 6520

Números de teléfonos internacionales disponibles: <https://us02web.zoom.us/j/kyUbQSH9T>



CITY OF MONTROSE
Office of the City Manager

MEMO

TO: Mayor Glaspell and City Council members
FROM: City Manager's Office
DATE: January 18, 2022
RE: Trattoria Di Sofia Expansion Support

Trattoria Di Sofia is an Italian dine-in and take-out restaurant currently located at 110 North Townsend Avenue, where they have operated since November 2015. The owners of Trattoria Di Sofia, Sergio Zamora and Xochitl Zamora, are relocating their restaurant to a space in the new Flex Building within the Montrose Urban Renewal Authority in order to double the current seating capacity, offer outdoor dining, and provide new menu items such as gourmet pizza. The owners estimate that their investment in the expansion project will be \$88,000.

The City Council and the DART board have discussed supporting the creation of a new commercial kitchen in our community. Doing so would increase dining options and benefit any future occupant of the new restaurant/commercial kitchen space as well as the Montrose economy.

The creation of a new restaurant opportunity in Montrose will yield additional avenues for sales tax generation. Customers of restaurants in Montrose pay a total of 9.33% in sales tax, of which 4.68% is retained by the City of Montrose for City purposes.

City staff and the Trattoria Di Sofia owners will share information about the expansion and discuss options for City financial support of this expansion during the meeting.

CITY OF
MONTROSE
MEMO



DATE: January 11, 2022
TO: City Council
FROM: Kendall Cramer, *Community Program Manager*
RE: **Proposed Changes to 2022 MRD/City Shared Services IGA**

City and Montrose Recreation District Staff have been collaborating over the past few months to work through proposed changes to the *Intergovernmental Agreement between the City of Montrose and the Montrose Recreation District Regarding Shared Services*.

Each year, City and District staff review the agreement and discuss any needed changes to meet the needs of both organizations and the public. The agreement comes before the City Council and the District annually for approval. I am pleased to report that we have reached a tentative agreement, contingent upon the approval of the City Council and District Board for 2022. Included with this letter is the updated agreement for your consideration. Additionally, I have provided a redline comparison between the 2021 and proposed 2022 agreement for your reference. Please note, the redlined version shows some formatting inconsistencies that have been resolved in the final version.

Notable changes to the agreement include the addition of an exchange of services between the Parties for lawn maintenance at the new Montrose Rotary Amphitheater and crack sealing of the parking lot at the Community Recreation Center. Additional language regarding scheduling of events at the Cerise and Amphitheater Fields has been added. These two changes required additional time to ensure both organizations are able to fulfill the purpose of the agreement.

Major Proposed Changes

- Part 1.3(c) – City shall perform crack sealing maintenance at the Community Recreation Center
- Part 1.4(a)(ii) – Defined Montrose Rotary Amphitheater

- Part 1.4(b)(iii) – Inclusion of Montrose Rotary Amphitheater in Master Scheduling
- Part 1.4(c)(iii) – The District shall provide mowing and trimming services at the Montrose Rotary Amphitheater
- Part 1.7(d)(e) – Updated credit amounts provided to City
- Exhibit A – Addition of Amphitheater to map/ addition of Community Recreation Center
- Exhibit B – Addition of crack sealing / mowing and trimming services
- Schedule A – Updated Cost Schedule / Addition of crack sealing in Table 3A

The 2022 agreement is subject to the following schedule:

January 18, 2022: City Council Work Session Discussion

January 27, 2022: Montrose Recreation Board Consideration

February 1, 2022: City Council Consideration

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

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 2022, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, 2022 (the “Effective Date”).

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

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

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

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

PART I: SPECIFIC TERMS.

1. FINANCE

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

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

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- c) The City Council may terminate the provision of the City Attorney's services to the District at any time in general or for specific matters.
- d) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- a) The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City. The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".
- b) The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.
- c) The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling. The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.

- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS

a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit “A”.
- ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit “A”.

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.
- iii) During the term of this Agreement, master scheduling for the use of the Cerise Fields shall occur annually, not later than January 31 of each year, at a meeting called by the District (the “Master Scheduling Meeting”) to include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this scheduling meeting has occurred, either party may add events into the schedule with 60 days’ notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District’s Recreation Manager, Jeremy Master.
- iv) The District shall provide a layout of the proposed field locations for each sports season at the Master Scheduling Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at the Master Scheduling Meeting for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, and Labor Day. Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose

Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

c) MAINTENANCE

- i) The District shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields. The City shall be responsible for all restroom cleaning. The restroom at Cerise Fields will be closed and winterized no earlier than October 15 each year and reopened for use no later than April 15 each year to protect it from freezing. The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15 or prior to October 15.
- ii) The District shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.
- iii) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the District and invoiced to the City at a rate of \$50 per hour, including labor and equipment.
- iv) The City shall maintain Cerise and Amphitheater Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year, and concludes on the last day of February of each following year.
- v) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

d) USE OF THE CERISE FIELDS

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

5. INFORMATION SERVICES

- a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.
- b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.
- c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.
- d) The District shall bear all expense related to District information services systems.

6. FLEET MANAGEMENT

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

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 15% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. This discount does not apply to youth, senior or any other pass products.
- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees at the end of the current month. New employee annual pass privileges will be effective immediately. Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a 15% discount to District employees and board members on the regularly priced individual and/or couples annual golf, range, and cart passes. District employees must provide a valid pay stub at time of purchase. The District shall provide a list of District board members to the City on an annual basis and notify the City of any District board changes throughout the year in order to receive the 15% discount.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of \$7,965.72 USD value as noted in Schedule A). The District shall provide the City with

credit, (equivalent to an annual value of \$7,965.724 USD value) which will be used towards the annual pass payment for City Employees and Council.

- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of \$3,000 USD value). The District shall provide the City with credit, (equivalent to an annual value of \$3,000 USD value) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2022 unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

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

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

PART V: ASSIGNMENTS.

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

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

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

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

attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

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

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

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

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

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

precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

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

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2023 with City, District must notify City no later than October 15, 2022.

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

APPROVED this _____ day of _____, 2022.

CITY OF MONTROSE

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

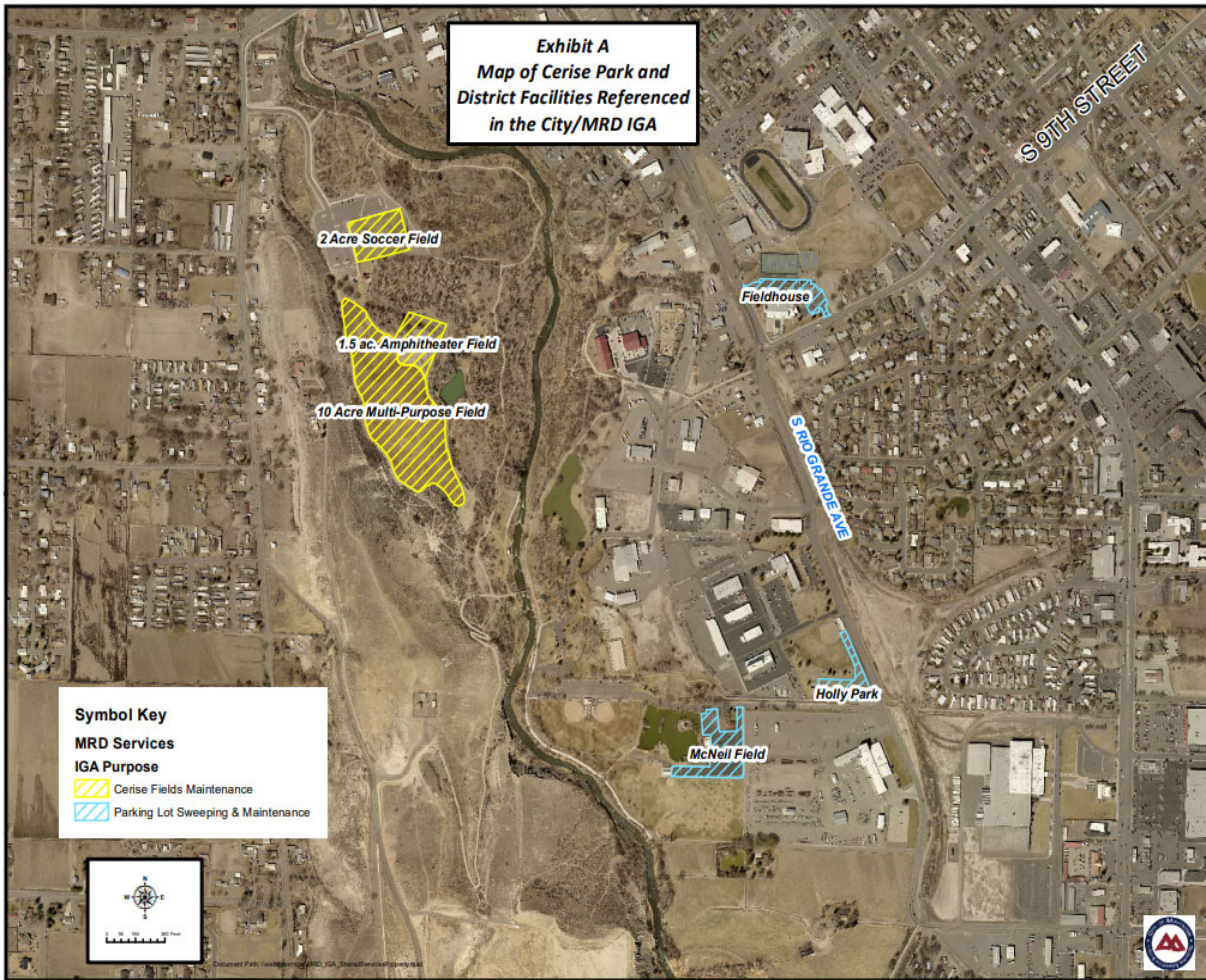
MONTROSE RECREATION DISTRICT

ATTEST:

Mark Plantz, President

Christina Files, Vice President

Exhibit A



Montrose Community Recreation Center – Crack Sealing Location

Exhibit B

FACILITY SERVICES SPECIFICATIONS

I. Facility Support

- A. Parking Lot Sweeping - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit “A” and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City.
- B. Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization.
- C. Crack Sealing - The City shall provide crack sealing services for the parking lot area depicted in Exhibit “A” at the Montrose Community Recreation Center, following prioritized street maintenance scheduling, a \$3,400 USD value, in exchange for District providing mowing and trimming services as described in Part 1.4(c)(iii). The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
- D. General Support - At the City’s discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.
- E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

I. Cash Receipts, Payroll and Accounts Payable

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

II. Financial Reports and General Ledger

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

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

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

features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

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

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1),

other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.

- B. All District owned maintenance equipment shall be marked with "MRD".
- C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

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

other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.

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

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City's fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a monthly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:
 - i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

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

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

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

Table 1 – Financial Services Cost Schedule

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

Table 2 – Legal Services Cost Schedule

Deliverable	Hourly Billing Rate
City Attorney	\$100.00

Table 3A – Facility Services Cost Schedule

Task	Billing Rate	Annual Expense
Management	\$53.52/hr	
Additional Parking Lot Sweeping	\$34.28 for labor / \$96.80 for sweeper	
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA
Additional Crack Seal (Materials, Equipment, and Labor)	\$350.00/hr	
Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)	\$30.00 per 1.5 cu ft	
Additional Asphalt Patching (Materials, Equipment, and Labor)	\$350.00 per 100 sq ft	
Tractor & Cutter (Equipment #46)	\$43.17/hr	
Brush Chipper (Equipment #242)	\$8.97/hr	
Chevrolet C3500 (Equipment #248)	\$17.91/hr	

Backhoe Loader (Equipment #421)	\$23.95/hr	
Operator for Self-propelled Equipment	\$35.00/hr	

**Table 3B – Trash and
Recycle Services**

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$232.22	\$2,786.64
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$77.07	\$924.84
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$169.55	\$2,034.60
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$184.97	\$2,219.64
		Total	\$7,965.72

Table 4 – Information Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Network Design	\$56.43	
Computer Support	\$43.10	
Computer Support – After Hours	\$62.76	
Network/Server Support	\$48.64	
Network/Server Support – After Hours	\$70.83	
Phone System Changes	\$54.49	
Phone System Changes – After Hours	\$81.73	
Internet Service (1 Gbps service provided by City)		\$6,000.00

Cloud-based offsite backup date storage (\$10/month up to 200 GB		
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers		
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618.00
Phone System Charges (\$4.35/user/month) 23 phones		\$1,200.60

Table 5A
District Owned Vehicles

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

Table 5B Fleet
Maintenance Cost
Schedule

Deliverable	Hourly Billing Rate	Expense
Fleet Repair Services	\$110.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$110.00	Parts Actual Cost
Fleet Management Services	\$110.00	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate

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

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is dated _____, 2022~~4~~, between the City of Montrose, (the "City") a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the "District") a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the "Parties" and individually as a "Party." The effective date of this Agreement shall be January 1, 2022 (the "Effective Date").

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

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

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

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

PART I: SPECIFIC TERMS.

1. FINANCE

- a) The City's finance department shall work with District staff ~~to provide financial reports on a monthly basis, and board in budget preparation and reporting (including general, capital, reserve, conservation trust, capital improvement and sales tax funds), and mill certification.~~ Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit "C", which is attached hereto and incorporated herein.
- b) As defined on Exhibit "~~C~~", the District shall continue to provide day-~~to~~-day accounting and timekeeping functions, including point of sale and deposits, in-house (the "Daily Functions"). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City's financial software.

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- c) In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.
- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1st, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- c) The City Council may terminate the provision of the City Attorney's services to the District at any time in general or for specific matters.
- d) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- ~~a)~~ The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City.

- ~~b)~~a) The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".

- ~~b)~~ The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.

- c) The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling. The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

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

4. CERISE & AMPHITHEATER FIELDS

a) DESCRIPTION

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

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

ii) —

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.

iii) During the term of this Agreement, master scheduling for the use of the Cerise Fields shall occur annually, not later than January 31-March 31st of each year, at a meeting called by the District (the "Master Scheduling Meeting") to include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this scheduling meeting has occurred, either party may add events into the schedule with 60 days' notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District's Recreation Manager, Jeremy Master.

- e) The District shall provide a layout of the proposed field locations for each sports season at the Master Scheduling Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at the Master Scheduling Meeting for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having

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secondary scheduling priority after both the City and the District have scheduled their initial events. ~~Further, it is mutually agreed that the City and the District shall work cooperatively to schedule any special events that become known after the Master Scheduling Meeting has taken place.~~ City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends ~~shall be scheduled by the City for special community events:~~ Memorial Day, Independence Day, July 4th and Labor Day, ~~shall be scheduled by the City for special community events.~~ Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

iv)

c) MAINTENANCE

i) The District shall maintain the Cerise Fields ~~-(said maintenance to include all turf maintenance and ancillary equipment required for District programs)~~ during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields. The City shall be responsible for all ~~weekday and weekend~~ restroom cleaning. The restroom at Cerise Fields will be closed and winterized no earlier than October 15th each year and reopened for use no later than April 15th each year to protect it from freezing. The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15th or prior to October 15th.

ii) The District shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.

iii) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the District and invoiced to the City at a rate of \$50 per hour, including labor and equipment.

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

v) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

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~~iii) The District shall be responsible for any “start up”, winterization and draining of the irrigation system serving the Cerise Fields.~~

~~b)d)~~ USE OF THE CERISE FIELDS

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

ii) Games and international soccer league activities shall be limited to the two-acre field and the 10 acre field, as depicted on Exhibit “A”.

5. INFORMATION SERVICES

- a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.
- b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.
- c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.
- d) The District shall bear all expense related to District information services systems.

6. FLEET MANAGEMENT

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

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 15% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. This discount does not apply to youth, senior or any other pass products.

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- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees ~~at the end of the current month, and activate a~~ New employee annual pass privileges ~~will be effective immediately, the first of the month following 30 days of employment or termination.~~ Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a 15% discount to District employees and board members on the regularly priced individual and/or couples annual golf, range, and cart passes. District employees must provide a valid pay stub at time of purchase. The District shall provide a list of District board members to the City on an annual basis and notify the City of any District board changes throughout the year in order to receive the 15% discount.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of ~~\$7,965,727,230.76~~ USD value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of ~~\$7,965,7247,230.76~~ USD value) which will be used towards the annual pass payment for City Employees and Council.
- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of ~~\$3,0002,700~~ USD value). The District shall provide the City with credit, (equivalent to an annual value of ~~\$3,0002,700~~ USD value) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 202~~2~~ unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

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

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

PART V: ASSIGNMENTS.

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

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

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

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

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

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

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.

- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

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

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

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

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2023 with City, District must notify City no later than October 15, 2022.

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

APPROVED this _____ day of _____, 202~~2~~⁴.

CITY OF MONTROSE

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

MONTROSE RECREATION DISTRICT

ATTEST:

Mark Plantz~~Martin Lutz~~, President
~~Secretary~~

Christina Files, Vice President

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Exhibit A





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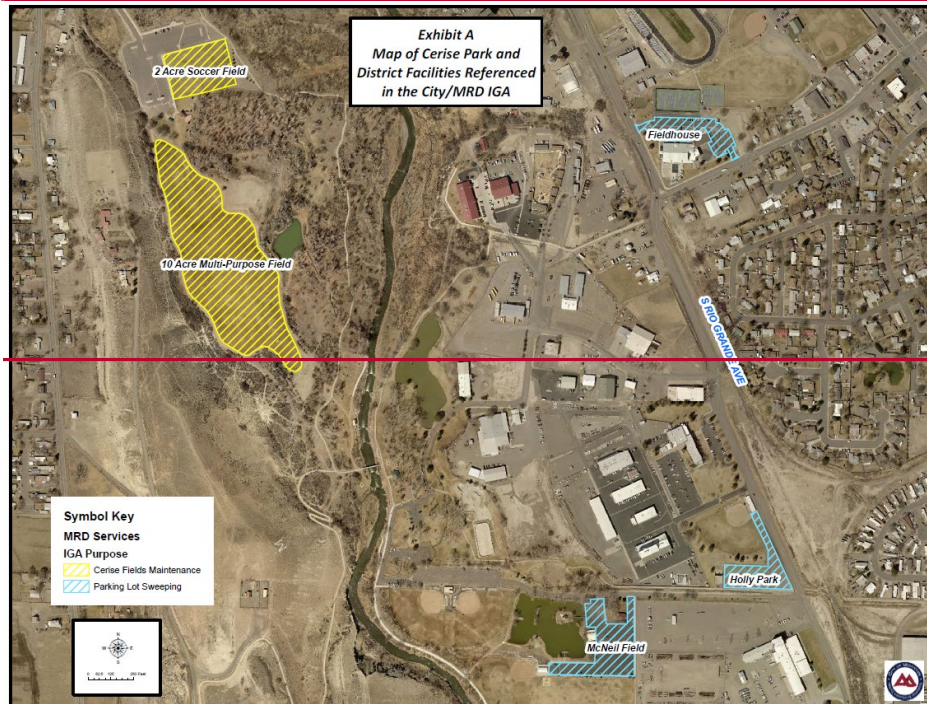


Exhibit B

FACILITY SERVICES SPECIFICATIONS

I. Facility Support

~~A.~~ Parking Lot Sweepings - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit "A" and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the ~~City~~.

~~A.~~ Irrigation ~~City~~.

~~B.~~ Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization. ~~on District facilities.~~

~~B.~~ C. Crack Sealing - The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling, a \$3,400 USD value, in exchange for District providing mowing and trimming services as described in Part 1.4(c)(iii). The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

~~C.~~ D. General Support - At the City's discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.

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D.E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

- I. Cash Receipts, Payroll and Accounts Payable
 - A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.
- II. Financial Reports and General Ledger
 - A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.

- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. At District's request, City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
- A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.

- G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
- H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.

II. Telephone System

- A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
- B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
- C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
- D. The City shall support the District in setting up call handling routines.
- E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

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

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1),

other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.

- B. All District owned maintenance equipment shall be marked with "MRD".
- C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

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

other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.

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

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City's fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron VI automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a monthly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:
 - i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

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

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

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

Table 1 – Financial Services Cost Schedule

Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting	120	\$84,8576.48	\$10,1829,177.60

Table 2 – Legal Services Cost Schedule

Deliverable	Hourly Billing Rate
City Attorney	\$100.00

Table 3A – Facility Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Management	\$53.52 52.62/hr	
Additional Parking Lot Sweeping	\$34.28 32.98 for labor / \$96.80 for sweeper	
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA
<u>Additional Crack Seal (Materials, Equipment, and Labor)</u>	<u>\$350.00/hr</u>	
<u>Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)</u>	<u>\$30.00 per 1.5 cu ft</u>	
<u>Additional Asphalt Patching (Materials, Equipment, and Labor)</u>	<u>\$350.00 per 100 sq ft</u>	
Tractor & Cutter (Equipment #46)	\$43.17/hr	
Brush Chipper (Equipment #242)	\$8.97/hr	
Chevrolet C3500 (Equipment #248)	\$17.91/hr	

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Backhoe Loader (Equipment #421)	\$23.95/hr	
Operator for Self-propelled Equipment	\$35.00/hr	

**Table 3B – Trash and
Recycle Services**

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$232.22 200.19	\$2,786.64 2,402.28
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$77.07 66.73	\$924.84 800.76
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$169.55 446.80	\$2,034.60 1,761.60
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$184.97 460.15	\$2,219.64 1,921.80
		Total	\$7,965.72 6,886.44

Table 4 – Information Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Network Design	\$56.43 64.56	
Network Design – After Hours	\$96.84	
Computer Support	\$43.10 42.67	
Computer Support – After Hours	\$62.76 64.01	
Network/Server Support	\$48.64 56.56	
Network/Server Support – After Hours	\$70.83 84.84	
Phone System Changes	\$54.49 48.55	
Phone System Changes – After Hours	\$81.73 72.83	
Internet Service		\$6,000.00

(1 Gbps service provided by City)		
Cloud-based offsite backup data storage (\$10/month up to 200 GB)		
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers		
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618. <u>00</u>
Phone System Charges (\$4.35/user/month) 232 phones		\$1,200. <u>60</u> 56

Table 5A
District Owned Vehicles

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

Table 5B Fleet
Maintenance Cost
Schedule

Deliverable	Hourly Billing Rate	Expense
Fleet Repair Services	\$110.00 <u>95.00</u>	Parts Actual Cost
Fleet Preventative Maintenance Services	\$110.00 <u>95.00</u>	Parts Actual Cost
Fleet Management Services	\$110.00 <u>95.00</u>	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate

PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
Cc: William Bell City Manager, Shani Wittenberg Finance Director,
Shane Brandt Fleet Superintendent
FROM: Jim Scheid Public Works Manager
DATE: January 17, 2022
Subject: Equipment Purchase Recommendation



Action

Consider the approval of purchasing 2 Dump Trucks from Jackson Group Peterbilt in Grand Junction, CO for the total of \$493,078.90.

Background

The City's Fleet Division has budgeted to replace two Dump trucks in 2022. These 2 Peterbilt 367 dump trucks will come with new plows and one new sander to assist with our snow removal operations.

The pricing is utilizing a Sourcewell Cooperative Purchasing Agreement (CPA) contract 060920-PMC. The Sourcewell (CPA) is what allows the City of Montrose to take advantage of previously awarded government pricing. Both trucks would be purchased through Jackson Group Peterbilt, because Jackson Group Peterbilt is the regional vendor for these trucks. The City has requested pricing through Jackson Group Peterbilt for the dump truck to match what currently exists in the City's Fleet.

Net Financial Impact

The Fleet Division has collected a total of \$464,000 over the last 17 years for the replacement of these trucks. \$464,000 is included in the 2022 Budget in GL 600-8005-944-000 for the replacement of both trucks. The budgeted amounts were based on quotes received in July of 2021 and included the anticipated inflationary increases that were known at that time. The purchase amount is over the budgeted by \$29,078.90. The costs above what is budgeted are to be covered by the Fleet Fund.





CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: William Reis, Planner I
DATE: January 18, 2022
RE: ANX21-0139 Niagara Road Addition
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration:

City Council is considering this annexation application and the associated zoning, which is done by considering approval of an annexation ordinance and a zoning ordinance at a first and second reading. Council will consider all of the information in this memo in making a decision.

Proposed schedule:

January 18:	Council Work Session Overview
February 9:	Planning Commission zoning hearing
March 1:	City Council Annexation hearing, 1st reading of annexation ordinance, and 1st reading of zoning ordinance
March 15:	2nd reading of annexation and zoning ordinances

Application Background:

The Niagara Road Addition is a proposed annexation approximately 0.456 acres in size. The property is located on the northern half of Niagara Road, approximately centered at the intersection with St. Mary's Dr. It is within the City's Urban Growth Boundary, the City of Montrose Water Service Area, and the City of Montrose Sewer Service Area. Annexation of this property will clean-up an orphaned parcel of City Right of Way. The Council Resolution to set a hearing date is not required for this annexation as it is a City-owned property.

Proposed Zoning: "B-2" Highway Commercial District

Applicant: City of Montrose

Staff Analysis:

1. The City-County IGA gives the City the option to annex properties within the IGA. The area is urbanizing and more than 1/6 of the perimeter is contiguous to the city limits. These factors support annexation.
2. The Petition for Annexation and annexation agreement are not required for this annexation.
3. Zoning Regulations
 - a. Municipal Code, Section, 4-4-29(B), Zoning of Additions. “The Planning Commission shall recommend to the Council a zoning district designation for all property annexed to the City not previously subject to City zoning, and shall follow the review procedure set out in Section 4-4-31 in arriving at its recommendation. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the annexation ordinance or thereafter. *The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare* (emphasis added).”
 - b. Municipal Code, Section 4-4-11.1 (A) Intent: The “B-2” Highway Commercial District is intended to provide for business oriented toward serving the motoring public. This district provides for the convenient exchange of goods and services along the major thoroughfares of the City.
 - c. The proposed zoning is compatible with existing zoning and general conditions in the area. The property is adjacent to properties that are zoned “B-2” Highway Commercial District on all sides.
4. The Comprehensive Plan Future Land Use Map designates the area of the Niagara Road Addition as Residential Mixed Density Low. This district provides primarily for single-family homes, as well as small amounts of attached residential dwelling units (such as duplexes and even small groups of townhomes). This low-density residential land use is intended to preserve the traditional building pattern of the existing residential development in Montrose. It will continue to be the predominant density in the City.
5. The property is located within Growth Area 1, which represents the most cost-efficient areas for the City to grow, and comprises of platted but unbuilt lots, annexed but unplatted land, and un-annexed small enclaves, according to the Comprehensive Plan.
6. The “B-2” zoning district does not appear to be adverse to the public health, safety and welfare.

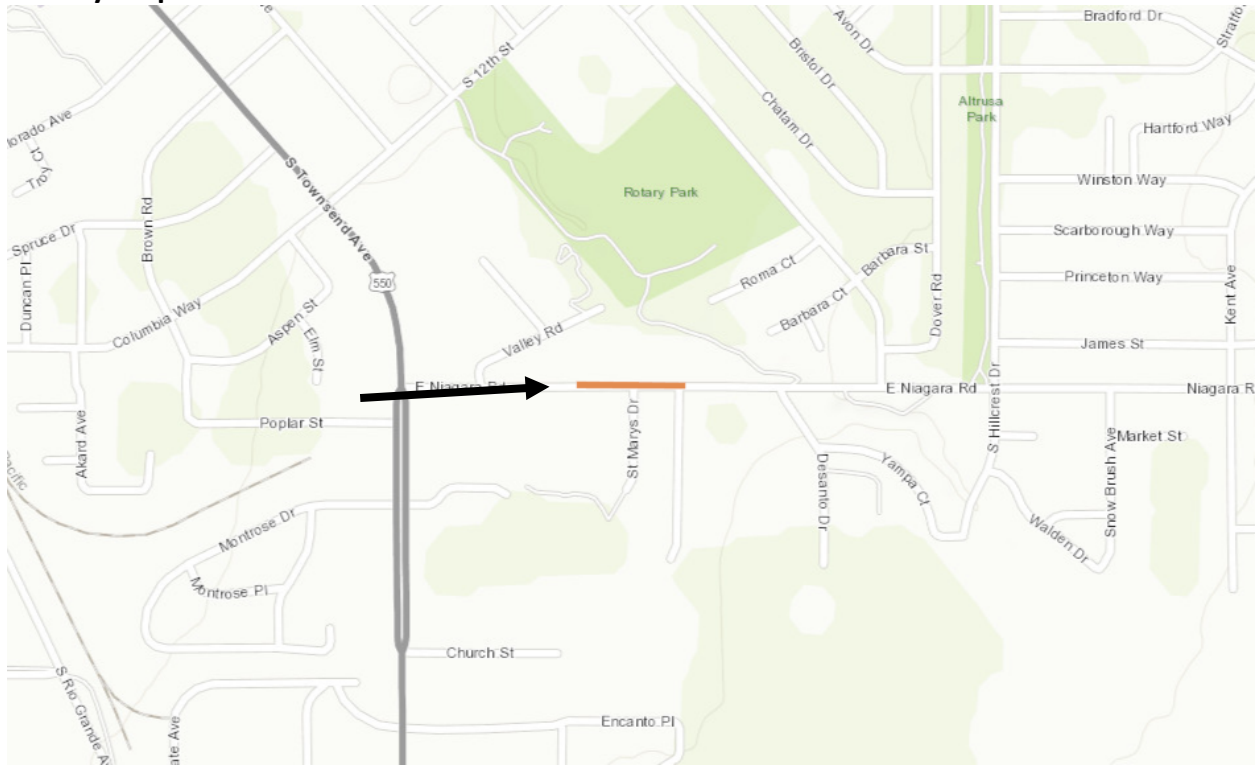
Staff Recommendation:

Staff recommends approval of the annexation and “B-2” Highway Commercial District.

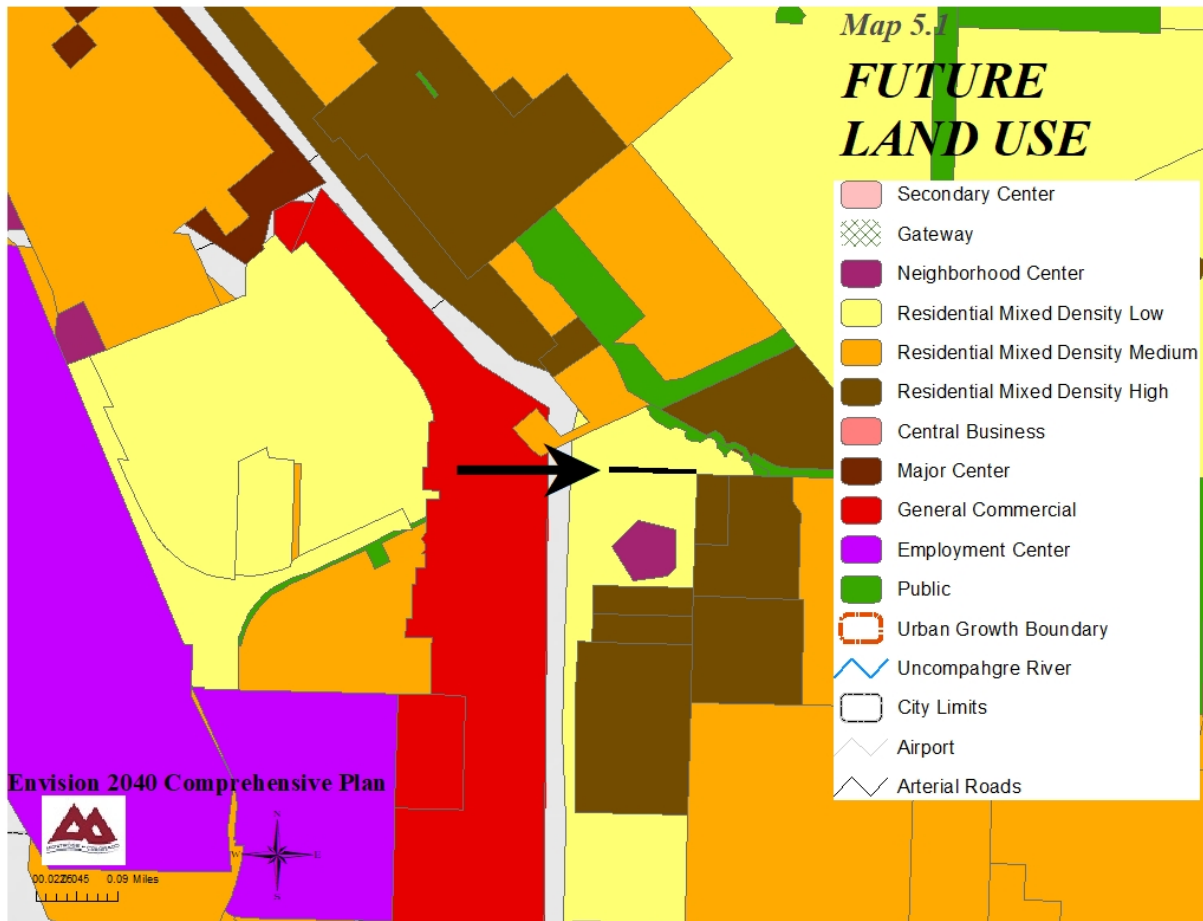


Exhibit A: Maps

Vicinity Map



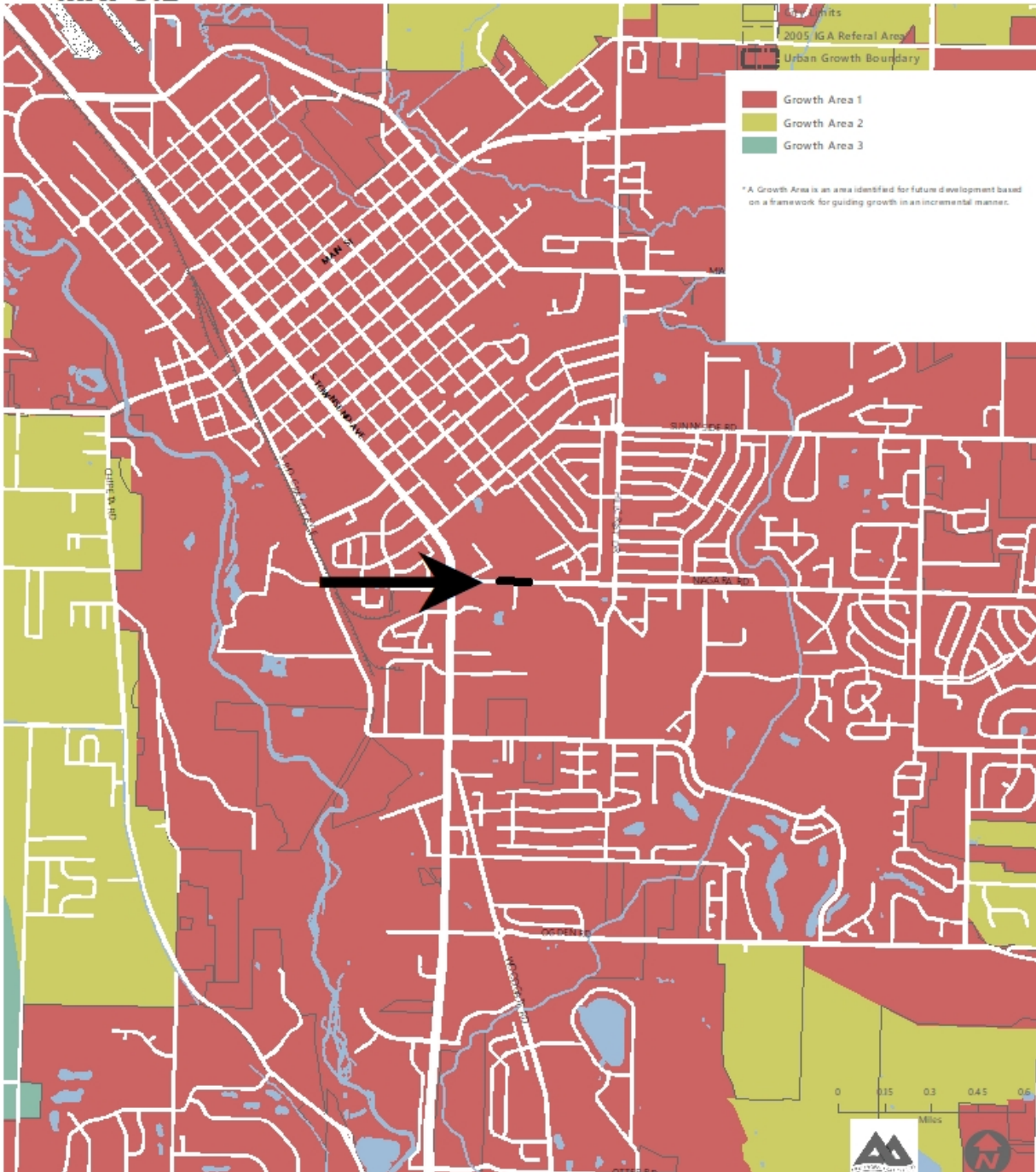
Comprehensive Plan Future Land Use Map



GROWTH AREAS*

MAP 5.2

LEGEND



Location Map Niagara Road Addition

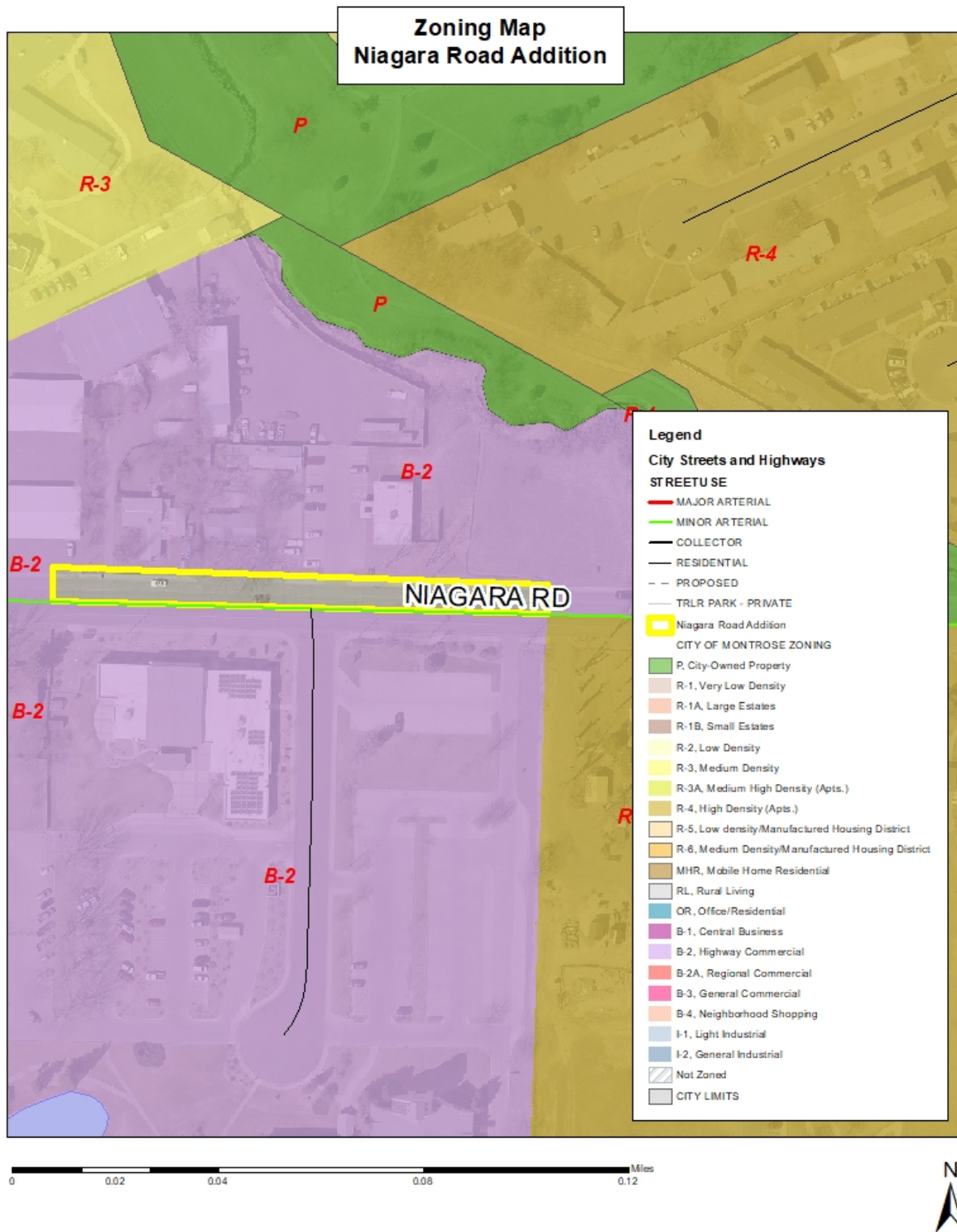


0 0.02 0.04 0.08 0.12 Miles



Map created 1-10-22





SITUATED IN SECTION 34, TOWNSHIP 49 NORTH, RANGE 9 WEST. NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO


$$\text{TOTAL PERMETER} = \frac{\text{TOTALP}}{1.275 \times 10^{-6} \times \text{AREA} \times \text{LENGTH}} \times 1000 \times 1000 = 7828.56^{\circ}$$

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A parcel of land located in Section 24, Township 46 North, Range 9 West, Hot Spring Precinct, Madison County of Arkansas, State of Arkansas, being more particularly described as beginning at the NW Corner of the SW 1/4 of NE 1/4 of NW 1/4 of Sec 24; Thence along the south line of the section to the E corner of the SW 1/4 of NE 1/4 of NW 1/4 of Sec 24; Thence along the north line of the section to the NW corner of the SW 1/4 of NE 1/4 of NW 1/4 of Sec 24; Thence along the west line of the section to the NW corner of the SW 1/4 of NE 1/4 of NW 1/4 of Sec 24; Thence along the east line of the section to the NW corner of the SW 1/4 of NE 1/4 of NW 1/4 of Sec 24.

Containing 0.456 acres more or less as described.

SIGNATURE OF SELLER:

I, PRECIOUS A. BROWN, a Registered Land Surveyor in the State of Colorado, do hereby certify that I have personally examined the above described parcel of land and find it contains approximately

Frederick A. Schuch, Ph.D.
 Department of Sociology
 University of Illinois at Chicago

Not to be carried from the City of Westview, a municipal corporation in the County of Westview, State of Colorado, nor be in Colorado, as adopted on the _____ day of _____, 20____, amend the property tax to the City of Westview.

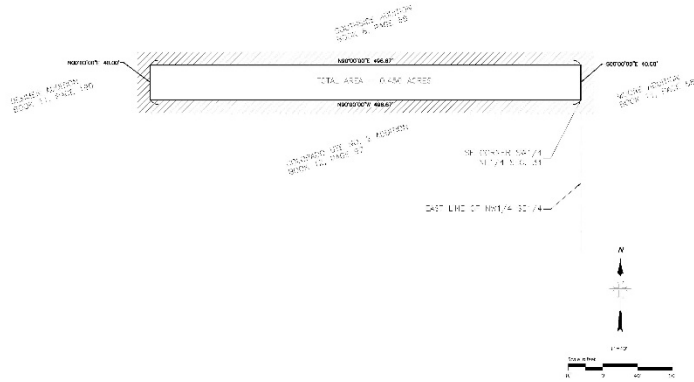
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City Clerk

NAME AND RESIDENCE ADDRESS

No. _____ and filed for record in the Office of the Clerk and Recorder of Maricopa County, Arizona, at the time of _____
or the _____ day of _____, 20____, under Session No. _____

Care and Record
Maricopa County, Colorado

[illegible]

 DMC DUBOIS-MONTGOMERY CONSULTANTS, INC. 201 EASTERN AVENUE, SUITE 200 ANN ARBOR, MI 48106-1500		100'		CITY OF MONTROSE	
PROJECT: N/A		DRAWN BY: BAJ		DATE: 2021-12-08	
SHEET: 1 of 1		PROJECT: 21010		ANNEXATION	

