



CITY COUNCIL WORK SESSION
Monday, April 4, 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_1VbfJuZQQRaF5NJL4IWuWA
Telephone participation is available at 1-346-248-7799, 1-669-900-9128, or 1-253-25-8782. Webinar ID: 883 4801 9240

The meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer>.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. In order to allow time to book this resource, please email planningmail@ci.montrose.co.us at least three days before the meeting.

1) **DISCUSSION ITEMS**

- A) GVTPR, SMART, and All Points Transit Presentation (20 minutes)
Staff: Community Engagement Specialist Ross Valdez
- B) 6700 DeJulio Addition Annexation and Development Agreement (20 minutes)
Staff: City Engineer Scott Murphy 3-22
- C) Congressionally Directed Spending Request (FY 2023) (10 minutes)
Staff: Community Program Manager Kendall Cramer 23-24
- D) Vehicle Disposal Recommendation (15 minutes)
Staff: Public Works Manager Jim Scheid and Academy Director/Professional Standards Sergeant Courtney Jones 25
- E) Wastewater Treatment Plant Motor Control Center Replacement (15 minutes)
Staff: Utilities Manager David Bries 26-27
- F) Moving Montrose Forward Surface Treatment (Slurry and Cape Seal) Contract Award (15 minutes)
Staff: City Engineer Scott Murphy 28-31
- G) New City Hall Network Infrastructure Purchase (10 minutes)
Staff: Information Systems Director Greg Story 32-34
- H) Discussion of Continuation of Hybrid In-person and Virtual City Council Meetings (15 minutes)
Staff: Deputy City Manager Ann Morgenthaler 34-36



2) GENERAL CITY COUNCIL DISCUSSION

3) STAFF COMMENTS

UPCOMING TOPICS

- Oaths of Office for newly elected City Councilors - April 19
- Selection of Mayor and Mayor Pro Tem - April 19
- Earth Week Proclamation - April 19
- Arbor Day Proclamation - April 19
- Sales, Use, and Excise Tax Report for February 2022 - April 19
- New Hotel and Restaurant liquor license application for Trattoria Di Sofia - May 3
- Liquor license transfer application for Kinikin Processing - May 17



SESIÓN DE TRABAJO DEL CONSEJO DE LA CIUDAD

Lunes, abril 4, 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_1VbfJuZQQRaF5NJL4IWuWA

Para participación telefónica llame al: 1-669-900-9128, 1-253-215-8782, ó 1-346-248-7799

Webinar ID: 883 4801 9240

La junta puede ser vista en vivo en: <https://www.cityofmontrose.org/759/Live-Meetings-Viewer>.

Hay asistencia de aparatos auditivos disponibles para el uso público. Por favor déjenos saber si usted necesita esta adaptación. La ciudad también ofrece interpretación para hispanohablantes. Para poder reservar esta asistencia, por favor envíe un correo electrónico a planningmail@ci.montrose.co.us por lo menos tres días antes de la junta.

1) PUNTOS DE DISCUSIÓN

A) GVTPR, SMART, y All Points Transit Presentation (Todos los Puntos de Transportación) (20 minutos)

Personal: Especialista en Participación Comunitaria Ross Valdez

B) 6700 DeJulio Adición Anexión y Acuerdo de Desarrollo (20 minutos)

Personal: Ingeniero de la Ciudad Scott Murphy

C) Solicitud de Gasto Directo del Congreso (FY 2023) (10 minutos)

Personal: Gerente del Programa Comunitario Kendall Cramer

D) Recomendación de Eliminación de Vehículos (15 minutos)

Personal: Gerente de Obras Públicas Jim Scheid y Director de la Academia/Sargento de Estándares Profesionales Courtney Jones

E) Reemplazo del Centro de Control de Motores de la Planta de Tratamiento de Aguas Residuales (15 minutos)

Personal: Gerente de Servicios Públicos David Bries

*Por favor note que los tiempos son solamente estimaciones. Los tiempos actuales pueden variar dependiendo de la discusión y los comentarios públicos que se reciben.

F) Hacia Adelante Montrose Tratamiento de Superficie (Slurry y Cape Seal)
Otorgamiento de Contrato (15 minutos)

Personal: Ingeniero de la Ciudad Scott Murphy

G) Compra de Infraestructura de la Red del Nuevo Ayuntamiento (10 minutos)

Personal: Director de Sistemas de Información Greg Story

H) Discusión sobre la Continuación de Reuniones Híbridas en Persona y Virtuales del Consejo de la Ciudad (15 minutos)

Personal: Gerente Delegada de la Ciudad Ann Morgenthaler

2) DISCUSIÓN GENERAL DEL CONSEJO DE LA CIUDAD

3) COMENTARIOS DEL PERSONAL

PRÓXIMOS TEMAS

- Juramento de Cargo para Concejales de la Ciudad Recién Elegidos - Abril 19
- Selección de Alcalde y Alcalde Pro Tem - Abril 19
- Proclamación de la Semana de la Tierra - Abril 19
- Proclamación del Día del Árbol - Abril 19
- Informe de Impuestos sobre las Ventas, el Uso y los Impuestos de febrero 2022 - Abril 19
- Solicitud de Licencia para Licor del Nuevo Hotel y Restaurante Trattoria Di Sofia - Mayo 3
- Solicitud de Transferencia de Licencia de Licor para Kinikin Processing - Mayo 17

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: March 29, 2022
RE: 6700 DeJulio Addition Annexation and Development Agreement

Action

Consider approval of the 6700 DeJulio Annexation and Development Agreement to include purchase of rights of way and easements required for completion of 6700 Road between Sunnyside and Miami Roads at a cost of \$291,300.00.

Background

The City of Montrose comprehensive plan calls for the eventual completion of 6700 Road as a minor arterial where currently missing between Sunnyside and Miami Roads (see Figure 1). This project has remained a high-priority capital project due to continued traffic growth in the area; however, the City does not own all of the rights of way necessary to complete this missing link. A privately-owned 9.35 acre parcel ("Missing Link Parcel") and single family residence are currently present along the proposed 6700 Road alignment as shown in Figures 2 and 3. As shown in Figure 2, this parcel is currently situated within Montrose County.

Rights of way and easements for roadways are typically dedicated to the City of Montrose concurrent with annexation and/or development of the land. However, in instances where the private landowner does not wish to develop their land or does not wish to develop in time to meet the needs of a road project (e.g., the road project is needed within the next five years but the affected landowner doesn't intend to develop within that timeframe), the City must typically purchase the necessary rights of way and easements to complete the road project.

For the Missing Link Parcel, the landowners did not have any intention of subdividing the land; however, they had expressed interest in constructing a large single family residence on the parcel similar to what was performed on a similarly-sized parcel immediately to the east. If this residence were to be constructed within the Missing Link Parcel, it would have made a future extension of 6700 Road through much more costly and impactful to that residence. This possibility prompted renewed discussions with the landowners to purchase the necessary right of way and easements for the extension of 6700 Road. Through this discussions, City staff have reached agreement for the purchase of these rights of way as detailed in the following section.

Annexation and Development Agreement

Given the long, slender nature of the Missing Link Parcel, the extension of 6700 Road through its middle would leave two remnant parcels each side of the roadway as shown in Figure 4. Not knowing if the landowners desired to further develop these remnant parcels, the City initially offered to purchase either the entire Missing Link Parcel or to only purchase the necessary rights of way and easements through the middle. The landowners elected for the City to only purchase the 6700 rights of way and easements, leaving these remnant parcels in their ownership for future development.

In consultation with the City's on-call land-use attorney, it was recommended that the right of way purchase be incorporated into a single annexation and development agreement. This document is intended to outline responsibilities of each party to facilitate the right of way dedication and to also help the landowners further develop their adjacent property.

The proposed annexation and development agreement for the Missing Link Parcel is included as an attachment to this memo. The agreement includes, but is not limited to, the following main elements/commitments by the City:

1. Preparation of required application materials and application for annexation of the Missing Link Parcel (incl. an initial zoning recommendation of R-1A, *Large Estate District*).
2. Granting of the following variations and exceptions to the Land Use Code:
 - Minimum lot depth of 90 feet (vs. 125 feet typical of the R-1A zoning district)
 - Minimum front setback of 20 feet (vs. 25 feet typical of the R-1A zoning district).
 - One shared driveway access to 6700 Road per two parcels with a turnaround to avoid backing onto the roadway.

It should be noted that these variations look to facilitate compatible development of the remnant parcels and accommodate their unique geometry. Given the low housing density present on each side of the Missing Link Parcel, it was felt the most compatible use would be additional low density (0.5 acre minimum) lots; however, achieving this low density through the R-1A zoning district required some variations to the dimensional standards. This configuration also has the added benefit of limiting the number of direct access points onto the minor arterial roadway.

3. Purchase of the 6700 Extension rights of way and easements at a cost of 291,300.00. This value was based on appraisals of the property and includes the existing single family residence on the property. The dedication would be performed through the creation of an "Official Act of the City" plat similar to recent dedications on other City roadway projects. It should be noted that the residence is required to be vacant before closing on the land.
4. Design of the 6700 Road extension project in 2022. This design project was included in the approved 2022 capital budget.
5. Recommend construction of the 6700 Road extension in the 2023 budget. This project is expected to cost approximately \$3.5M to complete (2022 dollars). The proposed road template would be the same as the recently-completed South Hillcrest Extension and would include the extension of water and sewer mainlines within the roadway.
6. Prepare a preliminary plat for the landowners to develop approximately 12 half-acre lots on the remnant parcels each side of 6700 Road. The owners would remain responsible for installation of remaining infrastructure (power, comm, and natural gas) as well as final platting of these lots if they choose to move forward with development.

Following favorable outcomes of the public annexation, zoning, and road dedication plat hearings and actions, the City would schedule a closing date with the landowners to purchase the right of way and record all related documents. Should these processes not be approved as intended, both parties reserve the right to renegotiate the terms of the annexation and development agreement.

Project Financials

As a general practice, the City does not include anticipated land purchases in the adopted budget as these purchases are subject to negotiation. In line with this practice, this anticipated land purchase was not included in the 2022 budget and may require inclusion in an end-of-year supplemental budget appropriation. The City has sufficient reserves to cover this expenditure.

TRANSPORTATION

Proposed Roadway Network and Classification

MAP 6.1

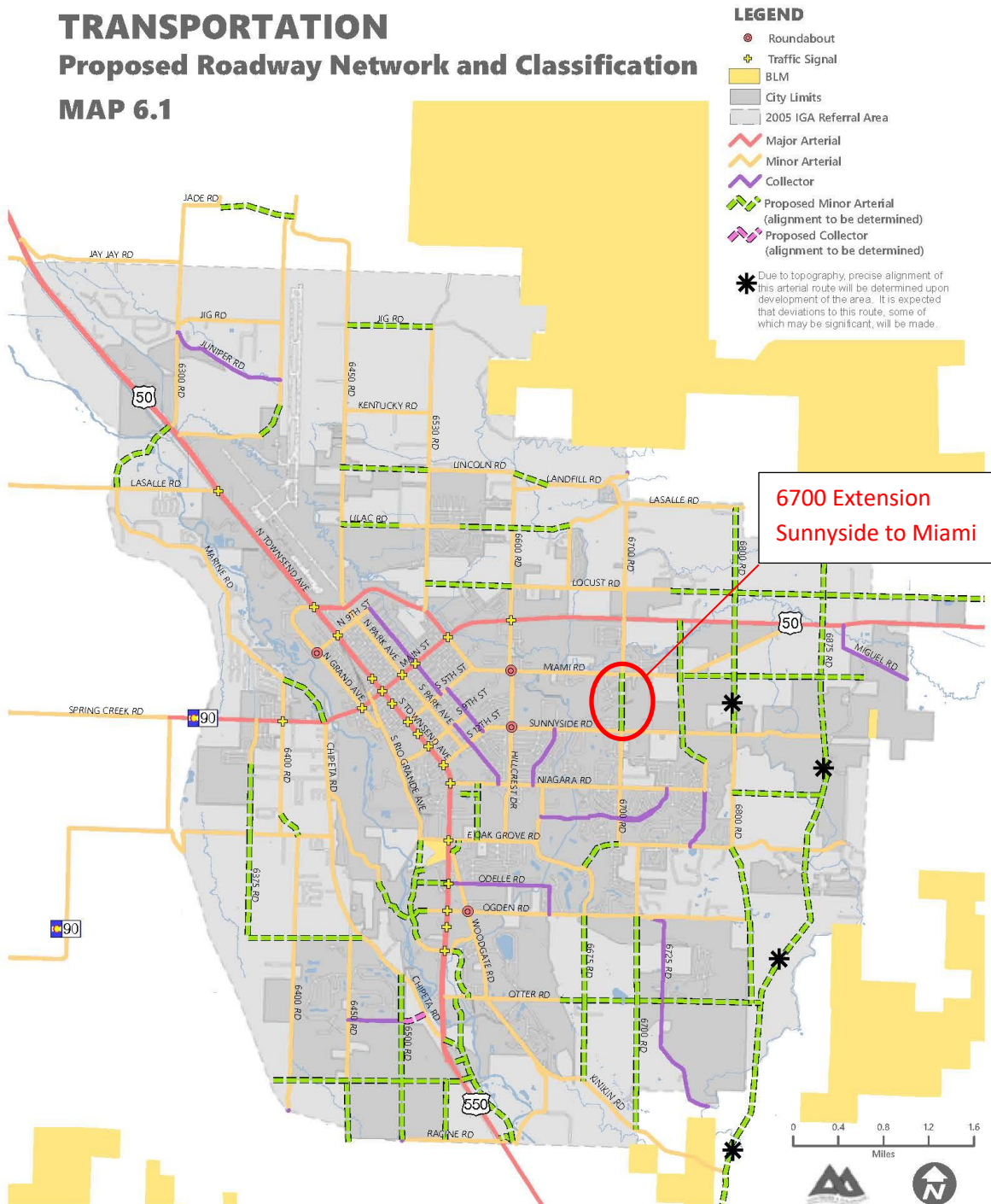


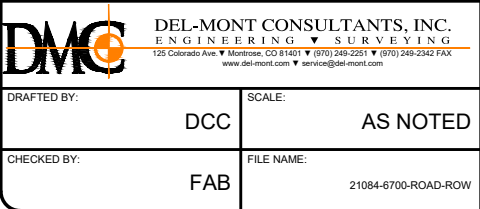
Figure 1 – Comprehensive Plan Road Network Excerpt



Figure 2 – Missing Link Parcel and Nearby City Limits/Zoning



Figure 3 – View of Missing Link Parcel Looking South from Intersection of 6700 and Miami



**FIGURE 4 - PROPOSED RIGHT OF WAY
AND EASEMENTS**

Page 8 of 36

**ANNEXATION AND DEVELOPMENT AGREEMENT
6700 DEJULIO ADDITION**

This Annexation and Development Agreement (the “**Agreement**”) is entered into and effective as of the ____ day of _____, 2022 (the “**Effective Date**”) by and between the City of Montrose, Colorado (the “**City**”), and Ben and Paul DeJulio (the “**Developer**”) (each individually referenced herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the Developer is the joint owners of the real property located in Montrose County, Colorado and described in **Exhibit A** (the “**Property**” or the “**6700 DeJulio Addition**”). Parcels described in **Exhibit A** are approximately 9.35 total acres, are currently within unincorporated Montrose County, and are planned to be annexed into the City as the “**6700 DeJulio Addition;**” and

WHEREAS, the Developer is requesting that the City annex and zone the 6700 DeJulio Addition to allow for the coordinated development of the Property to the benefit of both Parties; and

WHEREAS, the City of Montrose comprehensive plan calls for the eventual extension of 6700 Road (the “**6700 Road Extension**”) as a minor arterial roadway between Sunnyside and Miami Roads, passing through the 6700 DeJulio Addition. Within the 6700 DeJulio Addition, the 6700 Road Extension would generally occupy the rights of way and easements shown in **Exhibit B**; and

WHEREAS, continued regional traffic growth has made construction of the 6700 Road Extension a high-priority capital project for the City of Montrose. To that end, City Staff are currently planning to construct the 6700 Road Extension in 2023 subject to City Council budget appropriation. Construction of the roadway shall include water, sewer, and drainage infrastructure as well as curb, gutter, sidewalks, and paving; and

WHEREAS, with the 6700 Road Extension passing through the 6700 DeJulio Addition, two “**Remnant Parcels**” approximately 90 to 110 feet deep will be created on either side of the 6700 Road Extension within the 6700 DeJulio Addition, all as shown in **Exhibit B**.

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

AGREEMENT

- 1. CONSENT TO ANNEXATION.** The Developer hereby consents to the annexation of the 6700 DeJulio Addition subject to the terms of the Petition for Annexation and this Agreement. In the event the City enters into this Agreement prior to approval by the City Council of the annexation and zoning ordinances, the Parties agree that this Agreement shall not be binding upon the Parties unless and until the City Council approves said ordinances and the Official Act of the City Plat as described herein.

2. **ZONING.** The City agrees to consider zoning the 6700 DeJulio Addition to be within the R-1A Zoning District. This initial zoning shall be considered by the City Planning Commission, and subsequently by the City Council for approval by ordinance immediately after, and at the same public hearing, as its consideration of an ordinance annexing the Property.
3. **6700 ROAD EXTENSION DEDICATION.** The Developer agrees to dedicate right of way and utility easements to the City of Montrose as shown in **Exhibit B** for construction of the 6700 Road Extension. The manner of dedication shall be by express conveyance on the Official Act of the City Plat, as described in Section 4. Such property shall be solely titled in the Developer, vacant and free of any encumbrances, occupants or rental leases at the time of dedication. In exchange for this dedication, the City agrees to pay the Developer \$291,300.00 based on land appraisals and as outlined in **Exhibit C**.
4. **ANNEXATION, ZONING, PLATTING AND DEDICATION PROCESS.** City and Developer agree that the process for annexation, zoning, initial platting, and dedication will include the following key events and tasks in the general order presented:
 - a. Consideration and execution of this Agreement by Developer.
 - b. Consideration and execution of this Agreement by City Council.
 - c. City deposits purchase funds for 6700 Road Extension rights of way and easements into an escrow account with a mutually-agreed-upon title company pursuant to **Exhibit C**.
 - d. Submittal of annexation petition prepared by the City and executed by the Developer.
 - e. Submittal of zoning application prepared by the City and executed by the Developer. It is understood that Developer intends to request R-1A zoning (Large Estate District) for the 6700 DeJulio Addition.
 - f. Preparation of an Official Act of the City Plat by the City to serve as the means of dedication for the 6700 Road Extension rights of way and easements and to legally describe the two remaining remnant parcels each side of the 6700 Road Extension right of way.
 - g. Combined hearing on annexation and zoning set by City Council resolution.
 - h. Consideration of zoning application by City Planning Commission.
 - i. Combined hearing on annexation and zoning applications and consideration of the Official Act of the City right of way dedication plat by City Council.
 - j. Upon conclusion of the combined hearing, action by the City Council on the annexation ordinance, zoning ordinance, and Official Act of the City Plat as outlined in Section 5 of this Agreement.
5. **EFFECTIVENESS OF ACTIONS; RECORDING**
 - a. In the event the annexation and zoning ordinances and the Official Act of the City Plat are approved following the combined hearing, as soon thereafter as a mutually-agreed time can be set, the Parties shall hold a closing event with the title company, as described at subsection 5.b. In the event any one of the three (3) foregoing approvals are not granted, the Developer reserves the right to withdraw the annexation petition and zoning application, this Agreement shall be null, void and of no effect and both Parties shall be relieved from all obligations hereunder. Thereafter the Parties may choose to renegotiate the terms of their agreement, or not, in their sole and individual discretion. It is the express intent of the Parties that all of the foregoing actions must be approved by the

Parties, and that the failure to approve any one of the same shall render the approval of all of the remaining actions void.

- b. At the closing event with the title company, the following actions shall be taken in order: (i) execution by the City officials of the annexation and zoning ordinances and the Official Act of the City Plat, (ii) execution of the Official Act of the City Plat by the Developer; (iii) release of the purchase funds from escrow to the Developer, and (iv) any other necessary instruments executed by the Parties as required by the title company. Following the closing, the title company shall be instructed to record documents with the Montrose County Clerk and Recorder in the following order: (i) annexation ordinance and map pursuant to CRS 31-12-113; (ii) zoning ordinance; and (iii) Official Act of the City Plat.

6. INFRASTRUCTURE COMMITMENTS. Following recording of the documents as described in Section 5 of this Agreement, City shall perform detailed civil design and construction of the 6700 Road Extension to include water, sewer, and drainage infrastructure as well as curb, gutter, sidewalks, paving, and culvert or casing crossings as necessary to accommodate conveyance of irrigation water across the roadway to serve the remnant parcels. Curb and gutter installation shall include curb cuts at the anticipated driveway locations for future residential lots adjacent to 6700 Road within the 6700 DeJulio Addition. Project design is scheduled to be completed in 2022 and costs for design have been included in the City's 2022 capital budget. City staff shall recommend construction of the 6700 Road Extension in the City's 2023 capital budget. Final adoption of all budget items is subject to City Council approval. As part of the 6700 Road Extension construction, City shall install water and sewer mains which shall run the length of the 6700 Road Extension and include up to twelve (12) water and twelve (12) sewer service stubs to likely future lots within the Remnant Parcels.

7. FUTURE DEVELOPMENT; VESTED RIGHTS. The following considerations apply to any future development within the 6700 DeJulio Addition:

- a. With the exception of the following variations or exceptions and/or otherwise expressly approved by the City, all development shall be performed in accordance with applicable City standards and specifications, subdivision regulations, and any other applicable local, state, or federal regulations in place at the time of development. The following variations and exceptions to the Land Use Code are agreed upon:
 - i. A minimum lot depth of no less than 90 feet shall be allowed for lots within the 6700 DeJulio Addition due to physical space constraints. This minimum lot depth allowance shall be vested pursuant to Colorado Revised Statutes Title 24-68-103(1) in perpetuity as of the Effective Date of this Agreement and a note to the same effect shall be included on the Official Act of the City plat; and
 - ii. A minimum front setback of no less than 20 feet shall be allowed for lots within the 6700 DeJulio Addition. This minimum setback allowance shall be vested pursuant to Colorado Revised Statutes Title 24-68-103(1) in perpetuity as of the Effective Date of this Agreement and a note to the same effect shall be included on the Official Act of the City plat; and
 - iii. Any development of the Remnant Parcels shall only be allowed one driveway access to 6700 Road per each two platted lots. Driveways shall be configured with a turnaround area as to avoid the need for vehicles to back onto the 6700 Road Extension; and

- iv. Open space dedications shall not be required.
 - v. The Parties agree that the variations and exceptions to the Land Use Code described only in this Subsection 7.a constitute a development agreement for vested rights pursuant to CRS 24-68-104(2), and the City shall publish the required notice of the same pursuant to CRS 24-68-103(1)(c).
- b. Within one year of the recording of the Official Act of the City Plat, upon request by and consent of the Developer, City shall, at its cost, prepare for submission by the Developer, a subdivision sketch plan, infrastructure plans, and preliminary subdivision plat to subdivide the Remnant Parcels into six (6) approximately half (½)-acre lots located on each side of the 6700 Road Extension (for a total of 12 lots). Subdivision documents and infrastructure plans shall be prepared in cooperation with and subject to approval by the Developer prior to submission. The City shall waive the application and review fees for the sketch plan and preliminary plat. Infrastructure plans shall include power, communications, and natural gas (if desired). Water and sewer infrastructure plans will be included in the City's design of the 6700 Road Extension and, as a result, will not need to be included in the subdivision infrastructure plans. The location of private irrigation easements, if required, will be determined in coordination with the developer and included in platting documents at their direction. City Staff do not have the authority to approve subdivision plats of this anticipated scope; these applications will be reviewed by the City Planning Commission and City Council through public processes.
- c. If Developer choses to move forward with the development of Remnant Parcels into residential lots, Developer will be required to construct and/or install all remaining utilities required by the preliminary plat approval including but not limited to power/communication utilities and, if desired, natural gas, and then submit a final subdivision plat application to the City for consideration by City Council once remaining utility construction is complete.
- d. All building permits issued within the 6700 DeJulio Addition shall be subject to applicable taxes and fees in place at the time of building permit issuance. This includes, but is not limited to, applicable sales and use taxes, utility connection fees, parks-in-lieu fees, City Operations and Police Service (COPS) fees, and school-land dedication fees.

8. GENERAL TERMS AND CONDITIONS

- a. **Counterparts; Electronic Execution.** This Agreement may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.
- b. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- c. **Signature Authority; Successors and Assigns.** Signators for each Party hereby confirm he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this Agreement as a binding document of the Party. The promises made

in this Agreement by the Developer shall be deemed to have been made by any corporation or other business affiliated with Developer that acquires ownership or possession of all or any portion of the 6700 DeJulio Addition. This Agreement shall be binding upon the successors and assigns of the Parties.

- d. **Remedies.** The Parties waive entitlement to claim or receive any form of monetary damages, including but not limited to remedial, compensatory, punitive, liquidated or economic, including lost profits. The sole remedy available to the Parties shall be specific performance of this Agreement.
- e. **Effective Date.** This Agreement shall become effective on the date that it is executed and delivered and has been approved by the City Council. If the City Council considers but does not adopt an ordinance annexing the 6700 DeJulio Addition, this Agreement shall become null and void and of no force or effect whatsoever. If the City does not annex the 6700 DeJulio Addition, no party will be liable to any other for any costs that the other party has incurred in the negotiation of this Agreement or in any other matter related to the potential annexation.
- f. **Notices.** Whenever notice is required or permitted hereunder from one party to the other, the same shall be in writing and shall be given effect by hand delivery, or shall be effective three (3) days after being mailed by certified mail, return receipt requested, to the party for whom it is intended. Notices to any of the Parties shall be addressed as follows:

City of Montrose

Attn: City Manager
433 South First Street
Montrose, CO 81401

Developer

Paul and Ben DeJulio
305 Sortais Road
Durango, CO 81301

- g. **Waiver.** No waiver by the City or Developer of any term or condition of this Agreement shall be deemed to be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- h. **Applicable Law/Severability.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute concerning this Agreement shall be proper and exclusive in the district court for Montrose County, Colorado. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application thereof to a particular situation shall be held invalid by a court of competent jurisdiction, such provision or application thereof shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or any other provision of this Agreement.
- i. **No Waiver of Legislative Authority.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's Charter, Code or ordinances or as a waiver of abnegation of the City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any fee permitted under the law.
- j. **Term of Agreement.** This Agreement shall be perpetual in duration unless the City Council fails to adopt an ordinance annexing the Property on or before September 1, 2022 in which case the Agreement shall terminate on that date unless agreed upon to extend in writing by both Parties.

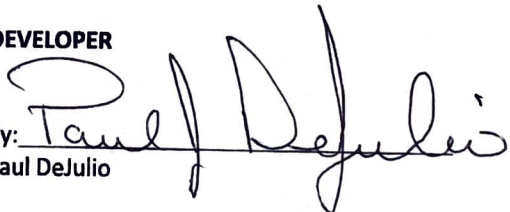
- k. **Annexation or Zoning Challenged by Referendum or Judicially.** If the ordinance(s) annexing and/or zoning of the 6700 DeJulio Addition or any portion thereof be challenged by citizen initiative, referendum, or otherwise, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election or court proceeding. Should any such challenge result in the repeal (by the Council or at election) or invalidity of the annexation or zoning ordinance(s) upon entry of a final order of court which is unappealable or which the parties have elected not to appeal, then, similarly, the annexation of the Property shall be null, void and of no effect, and the annexation ordinance and map shall not be filed with the Montrose County Clerk & Recorder pursuant to C.R.S. § 31-12-113(2). If the referendum challenge fails, the Developer and the City shall continue to be bound by all the terms and provision of this Agreement. In the event the annexation of the 6700 DeJulio Addition or any portion thereof is voided by final action of any court (such action not being associated with a referendum of initiative action), the City and the Developer shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be an agreement to annex the 6700 DeJulio addition to the City pursuant to C.R.S. 31-12-121, as amended. The Developer shall reapply for annexation when the 6700 DeJulio Addition becomes eligible for annexation as determined and requested by the City.

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

CITY OF MONTROSE, COLORADO

By: _____
Doug Glaspell, Mayor

DEVELOPER

By: 
Paul DeJulio

By: 
Ben DeJulio

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Douglas Glaspell, Mayor of the City of Montrose, Colorado.

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

(Seal)

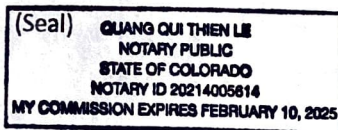
Notary

Annexation and Development Agreement
6700 DeJulio Addition
Page 7

State of Colorado)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 29th day of March, 2022, by Paul DeJulio.

Witness my hand and official seal.
My commission expires: 02/10/2025.



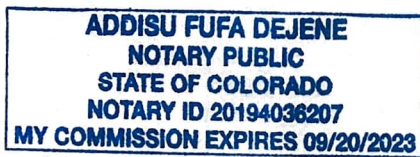
Quang Qui Thien Le
Notary

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was acknowledged before me this 29th day of March, 2022, by Ben DeJulio.

Witness my hand and official seal.
My commission expires: 09/20/2023.

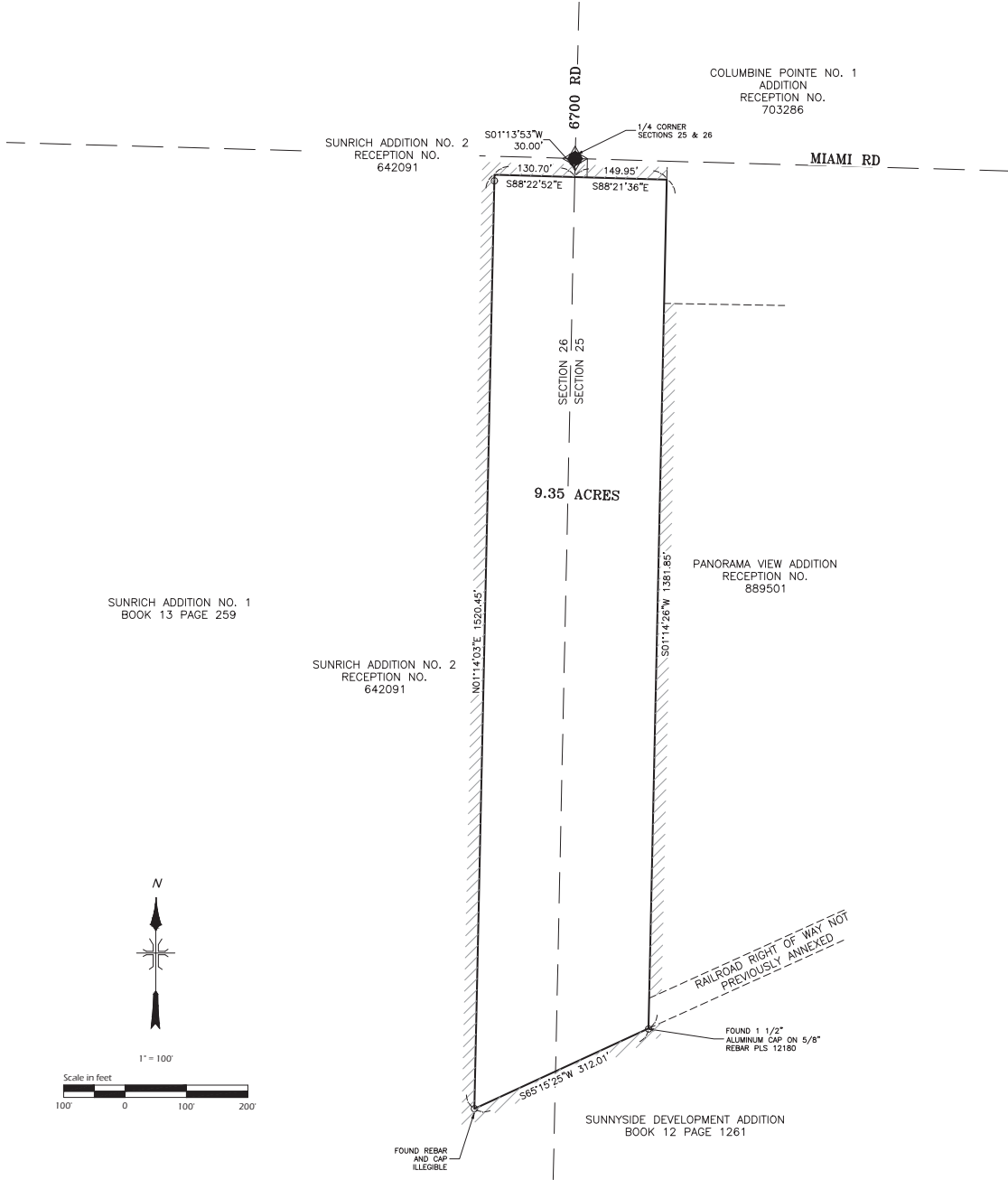
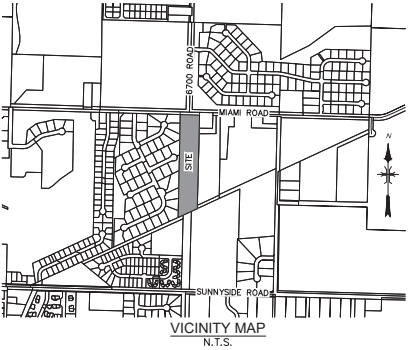
(Seal)



Addisu Dejene
Notary

6700 DEJULIO ADDITION

SITUATED IN SECTIONS 25 & 26, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



LEGEND

////// CITY LIMITS

———— PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 3494.96'

PERIMETER CONTIGUOUS TO CITY LIMITS = 3244.23'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.

PROPERTY DESCRIPTION

A parcel of land situated in Sections 25 & 26, Township 49 North, Range 9 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at a point S01°13'53"W 30.00 feet from the 1/4 corner common to add Sections 25 & 26;

Thence S88°21'30"E 149.85 feet;

Thence S01°14'26"W 1381.85 feet;

Thence S65°15'25"W 312.01 feet;

Thence N01°14'03"E 1520.45 feet;

Thence S88°22'52"E 130.70 feet to the Point of Beginning.

Containing 9.35 Acres more or less as described.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify 6700 DEJULIO ADDITION Annexation Map was prepared under my direct supervision.

PRELIMINARY

Frederick A. Ballard, P.L.S.
Registration No. 37690

MAYOR'S CERTIFICATE

This is to certify that the City of Montrose, a municipal corporation in the County of Montrose, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Montrose.

Mayor

Attest: _____
City Clerk

CLERK AND RECORDER'S CERTIFICATE

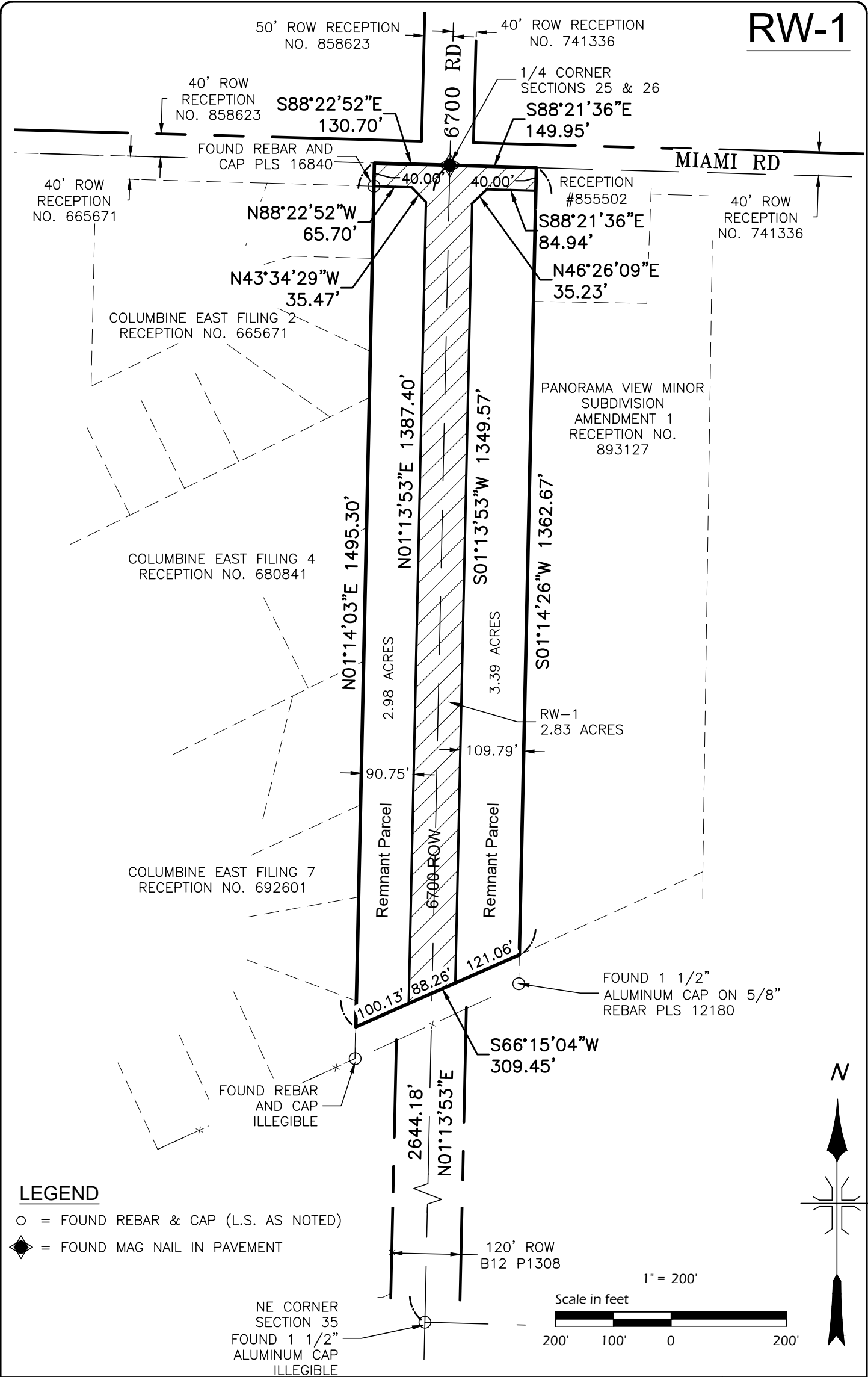
This map was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____ on the _____ day of _____, 20____ under Reception No. _____.

Clerk and Recorder
Montrose County, Colorado

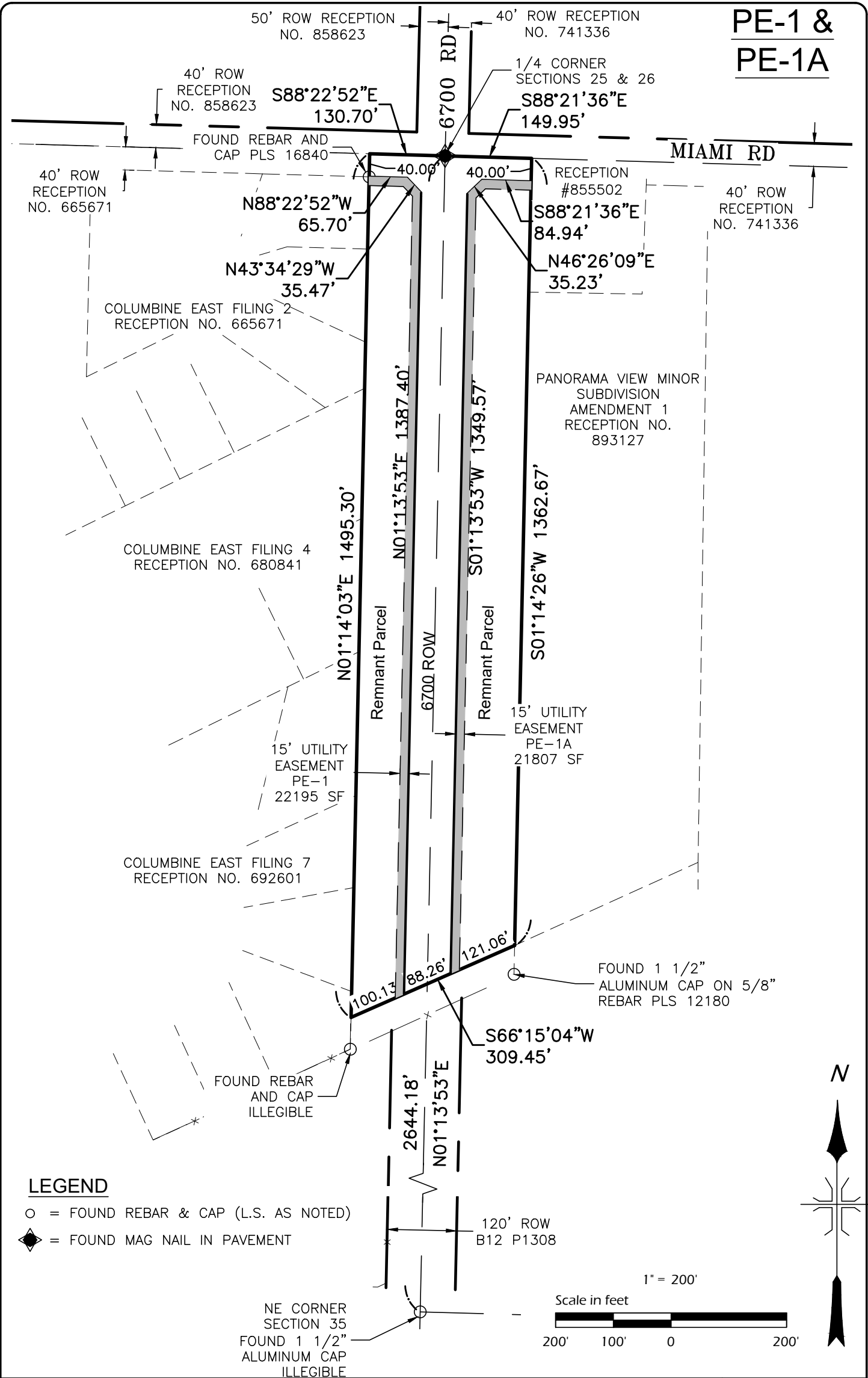
Deputy

FIELD BOOK:		DRAWN BY: DCC	DATE: 2022-02-14	TITLE: 6700 DEJULIO ADDITION
SHEET: 1 of 1		FILE: 21084V ANNEX	JOB NO.: 21084	CLIENT: CITY OF MONTROSE
				ADDRESS & PHONE:

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.



DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2281 (970) 249-2342 FAX www.del-mont.com service@del-mont.com		6700 ROAD RIGHT OF WAY ACQUISITION CITY OF MONTROSE		D.M. JOB NO: 21084
DRAFTED BY: DCC		SCALE: AS NOTED		DATE ISSUED: 06-08-2021
CHECKED BY: FAB		FILE NAME: 21084-6700-ROAD-ROW		SHEET: 1 of 1



PE-1 &
PE-1A

LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- ◆ = FOUND MAG NAIL IN PAVEMENT

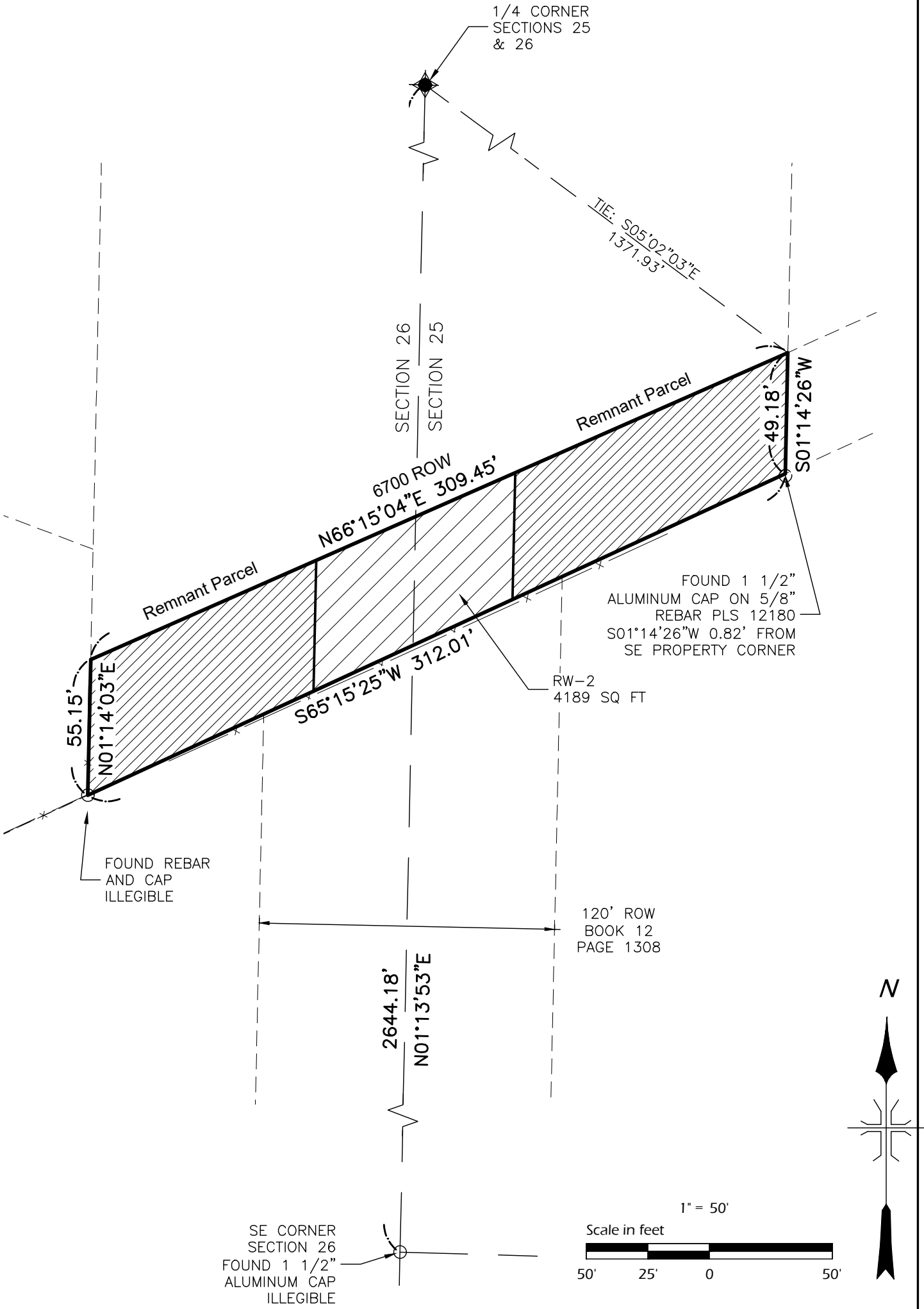
DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2281 (970) 249-2342 FAX www.del-mont.com service@del-mont.com	
DRAFTED BY: DCC	SCALE: AS NOTED
CHECKED BY: FAB	FILE NAME: 21084-6700-ROAD-ROW

6700 ROAD RIGHT OF WAY ACQUISITION CITY OF MONTROSE	
---	--

D.M. JOB NO.: 21084
DATE ISSUED: 06-08-2021
SHEET: 1 of 1

LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- ◆ = FOUND MAG NAIL IN PAVEMENT



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. Montrose, CO 81401 (877) 348-2281 (877) 348-2342 FAX
www.del-mont.com service@del-mont.com

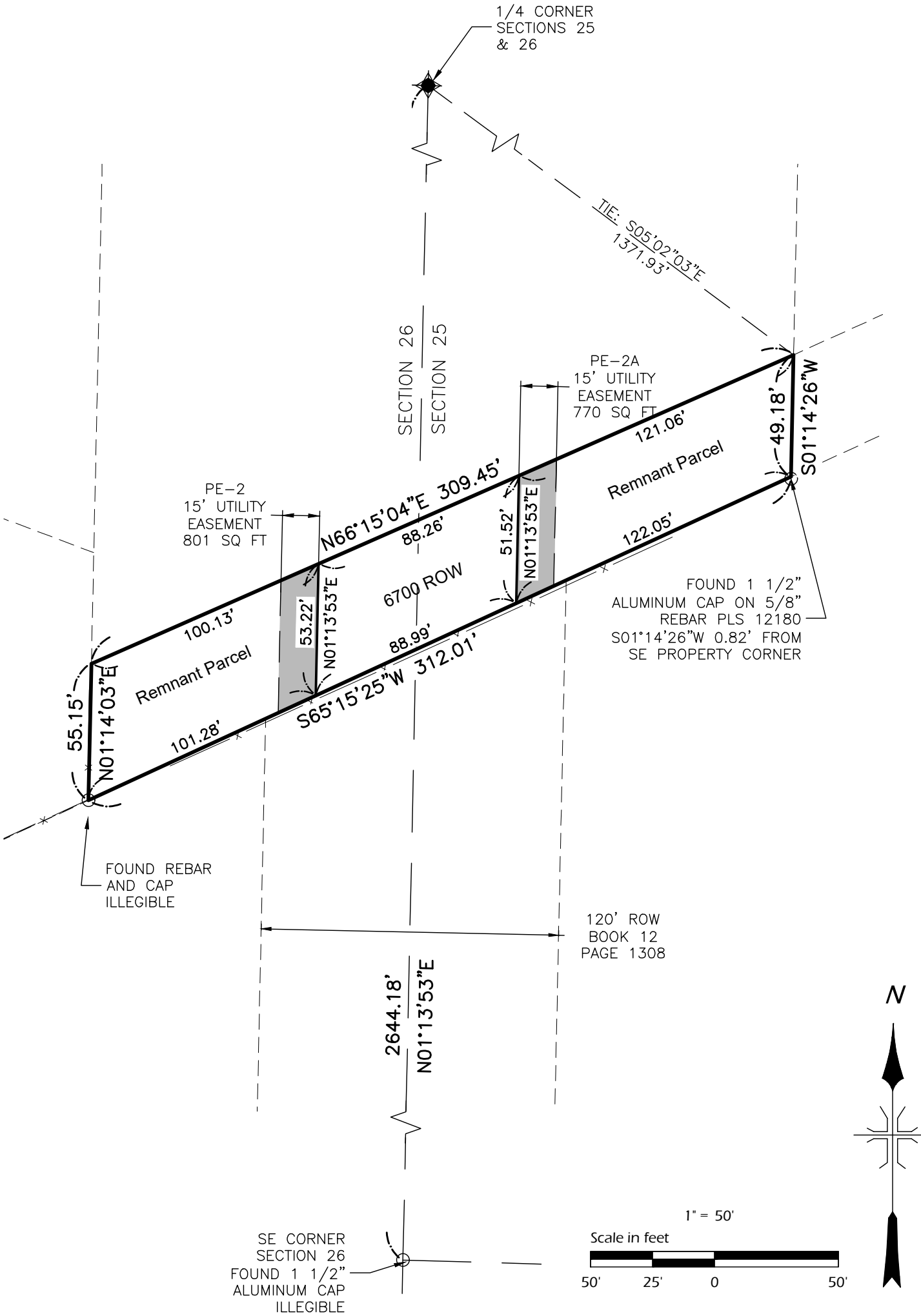
DRAFTED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	21084-6700-ROAD-ROW-RROAD

6700 ROAD
RIGHT OF WAY ACQUISITION
CITY OF MONTROSE

D.M. JOB NO.:	21084
DATE ISSUED:	02-14-2022
SHEET:	1 of 1

LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- ◆ = FOUND MAG NAIL IN PAVEMENT



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. Montrose, CO 81401 (870) 249-2251 (870) 249-2342 FAX
www.del-mont.com service@del-mont.com

DRAFTED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	21084-6700-ROAD-ROW-RROAD

6700 ROAD
RIGHT OF WAY ACQUISITION
CITY OF MONTROSE

D.M. JOB NO.:	21084
DATE ISSUED:	02-14-2022
SHEET:	1 of 1

EXHIBIT C

SUMMARY STATEMENT OF COMPENSATION AND RELATED CONDITIONS

Project: 6700 Road Extension
Location: 67008 Miami Road
Parcel APN: 3767-253-00-008 and
Vacated Denver and Rio-Grande Railroad Right of Way
Parcels: RW-1, RW-2, PE-1, PE-1A, PE-2, PE-2A
Grantor: Paul DeJulio and Ben DeJulio
Grantee: City of Montrose, a Colorado Home Rule Municipality

This statement is intended to furnish a written summary of compensation and related conditions for the dedication of rights of way and easements to the City of Montrose, Colorado (the “Grantee”) for the 6700 Road Extension Project (the “Project”). The City shall compensate for the granting of two parcels and four permanent easements to construct and maintain a roadway and associated public improvements summarized as follows. Compensation is based on an appraisal performed by Roberts Appraisals of the property and dated August 4, 2021, adjusted for the addition of RW-2, PE2, PE2A. The compensation listed below is full consideration for the land, easements, improvements, and damages of any kind.

Fee Simple (Parcel RW-1):

2.83 acres x \$25,000/acre = \$70,750.00

Fee Simple (Parcel RW-2):

0.096 acres x \$25,000/acre = \$ 2,404.00

Permanent Easement (Parcel PE-1):

0.51 acres x \$25,000/acre x 20% = \$ 2,550.00

Permanent Easement (Parcel PE-1A):

0.50 acres x \$25,000/acre x 20% = \$ 2,500.00

Permanent Easement (Parcel PE-2):

0.018 acres x \$25,000/acre x 20% = \$ 92.00

Permanent Easement (Parcel PE-2A):

0.0177 acres x \$25,000/acre x 20% = \$ 89.00

Improvements:

Site improvements \$212,904.00

TOTAL OFFER OF JUST COMPENSATION: (rounded) \$291,300.00

Related Conditions:

1. Grantor will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year.
2. Grantor shall be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to Grantee for property being purchased. Any encumbrance required to be paid by Grantor shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source.
3. An Official Act of the City Plat shall be prepared by the City for City Council consideration to serve as the instrument for dedication of the rights of way and easements.
4. Grantee will make payment after receiving acceptable conveyance instruments from the Grantor.

RESOLUTION 2022-08

A RESOLUTION AUTHORIZING THE FILING OF THE FY 23 CONGRESSIONALLY DIRECTED SPENDING REQUEST FORM

WHEREAS, the City of Montrose recognizes the value of the Uncompahgre River for the conservation of wildlife habitat, recreational opportunities, and as an economic asset; and

WHEREAS, the City of Montrose has completed previous river projects in 2006, 2013, 2015, and 2021, which has created a synergy around improving the river for both wildlife and recreation; and

WHEREAS, the City of Montrose recognizes the importance of the Uncompahgre Riverway Trail and other trails which provide access to recreational, social, and economic activities and completed the Connect Initiative Trail project in 2020; and

WHEREAS, the City of Montrose plans to complete Phase II and III of river restoration improvements on 4,900 L.F. of the Uncompahgre River (“Uncompahgre River Improvements Project”) and a 1,900 L.F. extension of the Uncompahgre Riverway Trail to complement the Montrose Urban Renewal Authority Development (MURA) and the Great Outdoors Colorado (GOCO) Connect Initiative Trail; and

WHEREAS, the proposed projects meet the eligibility requirements of Congressionally Directed Spending, a mechanism whereby members of Congress can request funding for specific projects in their home state that have been submitted for consideration by stated and local government entities and nonprofits

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

- Section 1: The City Council authorizes the filing of the request form with U.S. Senator Hickenlooper’s office in the amount of \$1,850,000.
- Section 2: If the funding request is awarded, the City Council hereby authorizes the City Manager to execute the grant contract and city staff to act on behalf of the grant agreement.
- Section 3: This resolution to be in full force and effect from and after its passage and approval.

ADOPTED this 4th day of April, 2022, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

BY: _____
Douglas Glaspell, Mayor

ATTEST

Lisa DelPiccolo, City Clerk

VEHICLE DISPOSAL RECOMMENDATION



TO: Honorable Mayor and Members of the City Council
FROM: Jim Scheid, Public Works Manager
DATE: **April 4, 2022**
RE: 2022 Vehicle Disposal List Part II
CC: William Bell, Ann Morgenthaler, Shani Wittenberg, Shane Brandt

Action

Consider approving the disposal of 4 police cars to the Western Colorado Law Enforcement Academy (WCLEA).

Background

The vehicles listed below are scheduled for replacement in 2022. Their replacements have been budgeted for from the Fleet Fund. These vehicles were not on the 2022 Disposal List that was approved in January of 2022 because these vehicles were to be held for an additional one year to be used for Police Academy Driver's Training. For these vehicles to be best utilized by the Police Academy the four cars would be added to Western Colorado Community College (WCCC) and Colorado Mesa University's (CMU) existing fleet. With Council's approval, these vehicles would be donated to WCCC/CMU. This will give WCLEA and the WCCC academy in Grand Junction access to 10 patrol vehicles for training.

Vehicles for disposal
325-2014 Ford Explorer Police Interceptor (Police Patrol)
326-2014 Ford Explorer Police Interceptor (Police Patrol)
327-2014 Ford Explorer Police Interceptor (Police Patrol)
328-2014 Ford Explorer Police Interceptor (Police Patrol)

All items are disposed of in accordance with Section 1-16-5 of the Municipal Code.



Discussion of WWTP MCC

Replacement

Date: April 5, 2022

To: Honorable Mayor and Members of the City Council

From: David Bries, Utilities Manager

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

Date: March 14, 2022

Subject: Discussion of procurement process for the Wastewater Treatment Plant Motor Control Center replacement

Recommendation

Discussion of the planned Motor Control Center (MCC) replacement at the City of Montrose Wastewater Treatment Plant (WWTP).

Background

The current MCC at the wastewater treatment plant dates back to the original treatment plant construction in the mid 1980's and has reached the end of its reliable life expectancy. In 2021, the City of Montrose contracted with BrownsHill Engineering & Controls (BHEC) to design and develop a replacement plan for the WWTP MCC and \$380,000 was included in the 2022 Budget for the replacement. Upon the completion of the design, staff met with BHEC to discuss the process of replacing this critical piece of equipment with minimal impact on the treatment plant operation. Replacement of the equipment component will need to be very methodical with a significant amount of qualified staff during certain times to minimize the time that certain plant components are out of service to prevent violating our wastewater treatment plant effluent limits.

BHEC believes that Sturgeon Electric is the only contractor on the western slope that has the staffing level and the experience in this type of work without an increased risk of issues that could cause issues affecting the WWTP discharge. BHEC has successfully worked with Sturgeon Electric on similar type projects. Sturgeon Electric has proposed a cost of \$329,027.00 for the labor, equipment and common materials to perform the MCC replacement.

BHEC has obtained bids from the material suppliers for the major electrical components that make up the MCC and proposed to procure these materials for \$312,370.00. Due to the current supply chain issues, electrical components now have a 50 week lead time meaning that some of the materials needed would not arrive until 2023. Staff recommends that the notice to proceed would not be issued until all materials have been delivered to prevent operational issues at the WWTP.

Due to the complicated and detailed nature of this project, BHEC has proposed to oversee the construction of the MCC replacement for a not to exceed cost of \$35,200.00.

The total cost for all three of these contracts is \$676,597.00.

Net Financial Result of Contract

\$380,000 is included in the 2022 Wastewater Treatment Plant Budget for replacement of the MCC although it appears that these costs will likely not be incurred in 2022, but will carry over into 2023. The current pricing provided by BHEC is locked in until May 1st, and is likely to increase after that date.

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Scott Murphy, *City Engineer*
DATE: March 26, 2022
RE: Moving Montrose Forward 2022 Surface Treatment (Slurry and Cape Seal) Contract Award
CC: William Bell, Shani Wittenberg

Action

Consider the award of a construction contract to A-1 Chipseal in the amount of \$1,428,079.40 for completion of the Moving Montrose Forward 2022 Surface Treatment Project.

Background

Starting in 2018, the City of Montrose developed the *Moving Montrose Forward* (MoveMo) initiative which placed a renewed focus on street maintenance, reducing traffic congestion, and improving pedestrian and vehicular mobility throughout the community. As part of this effort, each year the City hires contractors to perform some of the larger-scale and specialized street maintenance construction. This contracted street maintenance work is in addition to typical routine maintenance activities performed by the City's streets department.

The City's street maintenance and capital plan is available on the City's MoveMo webpage and at <https://tinyurl.com/COMStreetPlan>. The street maintenance plan identifies funding needs to sustainably maintain an acceptable pavement condition throughout the City and how available funds should be allocated between the various types of maintenance activities (e.g., surface treatments, mill and overlays, rebuild of failed roadways, etc). Allocation of these funds is geared towards the creation of a comprehensive street-maintenance program focused on striking a balance between maintenance of the better-condition roadways (keeping the "good roads good" and at a lower cost) and eventually restoring those which have experienced failure and are more costly to repair. It should be noted that asset management software and modeling are used to help prioritize appropriate maintenance treatments for the City's roadways and best utilize limited resources.

The City budgeted a record \$3.3M for this year's MoveMo contracted street maintenance efforts. Approximately 50% of this street maintenance work is focused on surface treatments consisting of slurry and cape seals. Slurry seals are a combination of a fine aggregate and an asphaltic binder which work to smooth out surface irregularities and to protect the roadway from water intrusion and UV degradation. Slurry seals are used in lieu of chip seals within residential neighborhoods given the public's general dislike of chip seals and a chip seal's lower effectiveness in areas without high traffic volumes to press in the chips. Cape seals are used on higher volume roadways or those with heavier degradation and include a chip seal first followed by a slurry seal several weeks later.

Areas to receive surface treatments are shown in the attached figure. Also shown on this figure are remaining street maintenance activities planned for this year (street rebuilds and overlays). This work is currently under design and will be awarded under a separate contract to come before council in approximately one month.

Additional detail on the City's street maintenance program can be found in the street capital and maintenance plan noted above as well as on the Street Maintenance tab of the Moving Montrose Forward webpage at www.MoveMo.co

Project Bidding

Surface treatment project plans were prepared in-house by the City's engineering department and were put out to bid on March 8, 2022. Bids were publically received through video conference on March 24, 2022 and are summarized in Table 1 below. It should be noted that these bid totals include a 10% contingency.

TABLE 1		
Summary of Bid Results – Surface Treatments		
Contractor	Location	Bid Total
A-1 Chipseal Co.	Denver, CO	\$1,428,079.40
Intermountain Slurry Seal	Salt Lake City, UT	\$1,741,278.00

The City has recent positive experience working with A-1 Chipseal on the 2021 surface treatment contract. The City's local preference policy would not change the outcome of bidding in this case.

Project Schedule and Traffic Control

Work under this contract is scheduled to begin in June and will be completed by the end of September. Although the project does contain some isolated patching, the majority of the work will be slurry and cape seals. Work on major roadways or those with a single point of access (Shanes Way, 6375 Road, Colorado Ave, South 12th, and Sunnyside) will utilize flaggers in order to maintain at least one lane of access during work operations and avoid the need to close the roadway. Slurry seal work within the Cerise Park parking lot will be coordinated around major events and be performed half at a time in order to avoid closure of the park. All remaining areas (residential subdivisions) will require full closure of each roadway while the material is being applied and for approximately 6 hours after application while the material cures. Residents along roadways will be notified at least 48 hours ahead of time with door hangers and no parking signage before work on their roadway begins. Typically residents are able to plan their trips or park on nearby streets if needing to leave during the slurry seal process. Street work will be staggered as to allow for parking on nearby streets during this application process. Access for emergency services will be available at all times during the project.

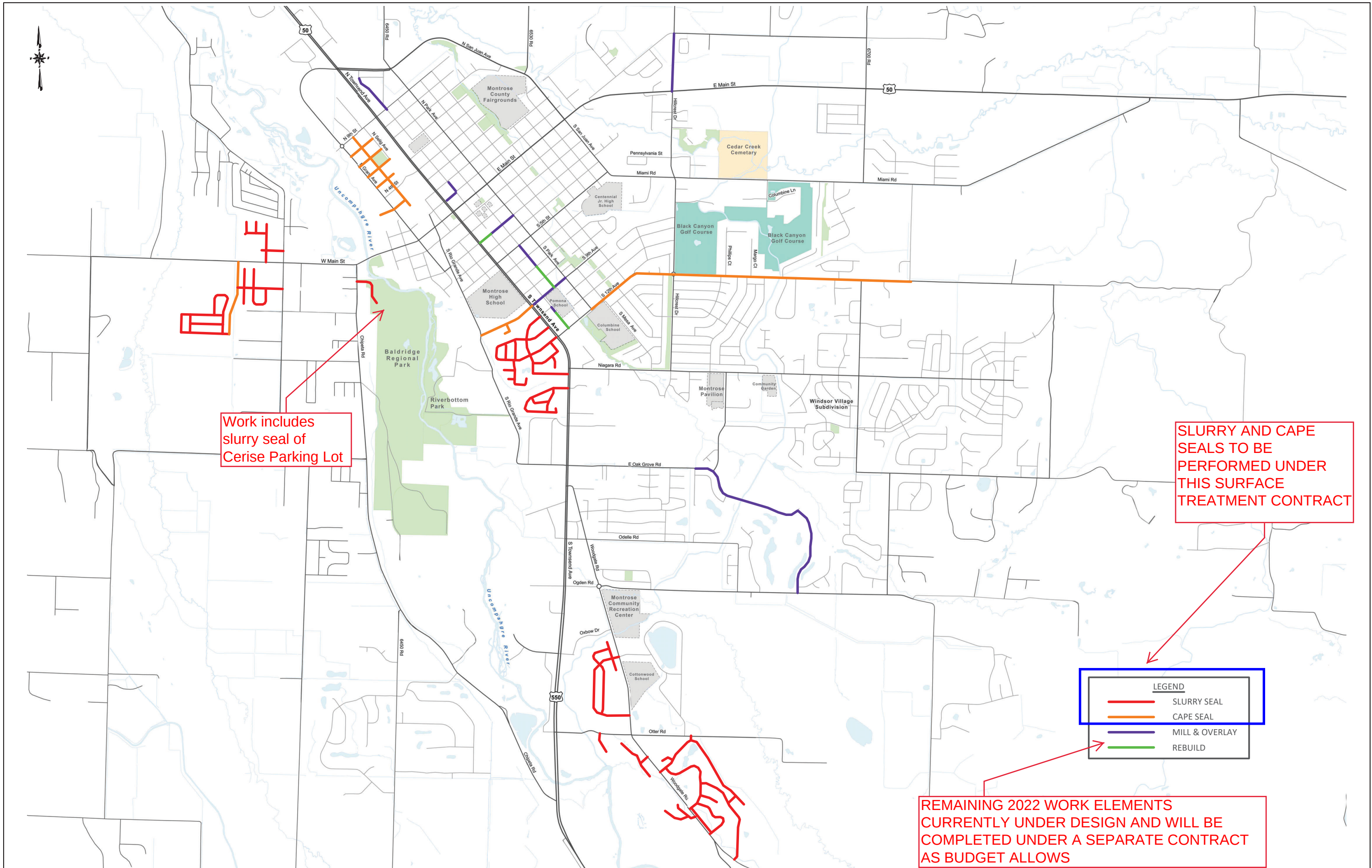
Contract Administration and Project Financials

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

The total budget for contracted street maintenance in 2022 is \$3.3M. It should be noted that this is in addition to street maintenance budgets for in-house work being performed by public work's crews. This surface treatment contract will be funded from this \$3.3M with the balance of this budget going towards the upcoming street overlay and rebuild contract.

Contract Award Consideration
MoveMo 2022 Surface Treatment
March 26, 2022

The contract documents were written to give the option for one year extensions for up to three years. If utilizing this option in future contracts (2023+), the consideration would still come before City Council for approval given the dollar amounts of potential contracts.



Work includes
slurry seal of
Cerise Parking Lot

SLURRY AND CAPE
SEALS TO BE
PERFORMED UNDER
THIS SURFACE
TREATMENT CONTRACT

REMAINING 2022 WORK ELEMENTS
CURRENTLY UNDER DESIGN AND WILL BE
COMPLETED UNDER A SEPARATE CONTRACT
AS BUDGET ALLOWS

LEGEND

SLURRY SEAL

CAPE SEAL

MILL & OVERLAY

REBUILD



CITY OF MONTROSE
Information Services

MEMO

DATE: 3/31/2022
TO: City Council, City Managers
CC: Jim Scheid
FROM: Greg Story
RE: New City Hall networking infrastructure

To whom it may concern,

With the recent decision to move forward with the purchase and remodel of the Wells Fargo building, and use it for City administrative offices, the IS team reached out to our vendors for quotes on the required networking equipment. The model of network switch we typically use has a lead time of 12+ months. Our vendor was able to find Cisco switches with a much shorter lead time (168 days as of the time of the quote). The attached quote shows the 4 Cisco 9300 48 port PoE switches and requires parts and licensing totaling \$51,676.60. Currently we would be looking at a mid to late September delivery of said switches with the ability to cancel the order outright until early August. This expense is not included in the 2022 budget. Undesignated General Fund balance would be used to fund the purchase.



Flair DataSystems, Inc.
10499 W. Bradford Road, Suite A
Littleton, CO 80127
Sales Quotation

Contact: Kevin Hawkins
Company: City of Montrose
Project: City Hall - Cisco Catalyst Switches

Date: 3/29/2022
Quote Number: Montrose-3-29-22-v1
Valid Until: 4/27/2022

Terms	FOB		Quoted By
Net 30	Origin		Renee Mordente

Part Number	Description	Qty	List Price	Unit Price	Extended Price	Lead Time
Please note that no order cancellations are possible within 45 days of expected ship date, per Cisco policy. This includes any order that is then further backordered due to unforeseen circumstances from the initial expected ship date. Please also note that Cisco products are now non-returnable once shipped except if DOA. This change in Cisco policy is due to severe supply chain constraints.						
CATALYST 9300 SWITCHES						
C9300-48P-E	Cisco Catalyst 9300 48-Port PoE+, Network Essentials	4	\$11,945.20	\$5,733.70	\$22,934.80	168 Business Days
C9300-NW-E-48	Cisco C9300 Network Essentials, 48-Port License	4	\$0.00	\$0.00	\$0.00	168 Business Days
SC9300UK9-177	Cisco Catalyst 9300 XE 17.7 Universal	4	\$0.00	\$0.00	\$0.00	168 Business Days
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect for Zero-Touch Device Deployment	4	\$0.00	\$0.00	\$0.00	168 Business Days
PWR-C1-715WAC-P	Cisco 715W AC 80+ Platinum Config 1 Power Supply	4	\$0.00	\$0.00	\$0.00	168 Business Days
PWR-C1-715WAC-P/2	Cisco 715W AC 80+ Platinum Config 1 Secondary Power Supply	4	\$1,478.61	\$828.02	\$3,312.08	168 Business Days

CAB-TA-NA	Cisco North America AC Type A Power Cable	8	\$0.00	\$0.00	\$0.00	168 Business Days
C9300-SSD-NONE	Cisco No SSD Card Selected	4	\$0.00	\$0.00	\$0.00	168 Business Days
C9300-STACK-NONE	Cisco No Stack Cable Selected	4	\$0.00	\$0.00	\$0.00	168 Business Days
C9300-SPWR-NONE	Cisco No Stack Power Cable Selected	4	\$0.00	\$0.00	\$0.00	168 Business Days
C9300-NM-8X	Cisco Catalyst 9300 8 x 10GE Network Module	4	\$3,016.36	\$1,447.85	\$5,791.40	168 Business Days
C9300-DNA-E-48	Cisco C9300 DNA Essentials, 48-Port Term Licenses	4	\$0.00	\$0.00	\$0.00	eDelivery
C9300-DNA-E-48-3Y	Cisco C9300 DNA Essentials, 48-Port, 3 Year Term License	4	\$1,324.83	\$635.92	\$2,543.68	eDelivery
SFP-10G-SR-S=	Cisco 10GBase-SR SFP Module, Enterprise-Class	16	\$860.98	\$482.15	\$7,714.40	14 Business Days
CON-SSSNT-C93004PE	Cisco SOLN SUPP 8X5XNBD Service for the C9300-48P-E, Three Years	4	\$2,928.75	\$2,196.56	\$8,786.24	N/A
CON-SSTCM-C93E48	Cisco SOLN SUPP SW Service for C9300-DNA-E-48-3Y, Three Years	4	\$198.00	\$148.50	\$594.00	N/A
Total					\$51,676.60	



CITY OF MONTROSE
Office of the City Manager

MEMO

TO: City Council
FROM: Office of the City Manager
DATE: April 4, 2022
RE: Discussion of Continuation of Hybrid In-person and Virtual City Council Meetings
EXHIBIT: City Council Meeting Viewing Data

City Council requested to discuss whether to continue hosting Council meetings in a hybrid format, incorporating both in-person and virtual participation methods for the public during the meeting. During the most cautious times of the COVID-19 pandemic, consistently offering a virtual meeting option by Zoom allowed Council, staff, and the public a virtual option for participation.

Prior to the pandemic, Council meetings were live-streamed on our website, and that practice has continued. The meetings are also available for viewing after the meeting on the City's YouTube channel and via the City website. This is an excellent way to remotely watch City Council meetings, however, it does not offer virtual participation in the live meeting. Recorded meetings are also now available via the Civic Clerk portal on the City website.

City staff prepared the attached information regarding the methods of watching City Council meetings, and the number of people who have done so for each category during the past ten Council meetings. Members of the public recently infrequently watch Council meetings by Zoom as compared to other methods, and infrequently participate in meetings using Zoom.

City staff members recommend Council consider ceasing offering a virtual meeting option for the public due to low participation, technological challenges, and current stable pandemic conditions. A virtual option such as Zoom or Google Meet could certainly be used as necessary to accommodate participation by Council members, staff, applicants, or presenters.

City Council Meetings - Viewing Data								
Meeting	Date	CivicClerk Views*	YouTube Views*	Live Stream Page (/759)**	Zoom Attendees	Zoom Citizen Comments	Zoom Presentations by Nonstaff	Presenters
City Council Regular Meeting	3/15	10	13	1	2	1	0	
City Council Worksession	3/14	10	8	17	1	0	0	
City Council Regular Meeting	3/01	23	23	30	5	0	1	Rich Dana (mobile home park project)
City Council Worksession	2/28	13	11	6	0	0	0	
City Council Regular Meeting	2/15	18	37	19	3	0	0	
City Council Worksession	2/14	17	25	4	0	0	0	
City Council Regular Meeting	2/01	18	35	29	3	0	1	Jeremy Master (IGA with MRD)
City Council Worksession	1/31	14	16	5	2	0	1	Larry Frederickson (Haven House CBDG Grant)
City Council Regular Meeting	1/18	17	32	11	1	0	0	
City Council Worksession	1/18	23	31	14	1	0	0	
City Council Regular Meeting	1/04	19	26	5	1	0	0	
City Council Worksession	1/03	20	23	7	1	0	0	
City Council Regular Meeting	12/07	20	32	29	3	0	1	Kelly Watson (audit presentation)
City Council Worksession	12/06	12	18	7	0	0	0	
City Council Regular Meeting	11/16	28	49	53	2	0	0	
City Council Worksession	11/15	9	14	7	1	0	0	
City Council Regular Meeting	11/02	21	32	17	2	0	0	
City Council Worksession	11/01	22	36	4	1	0	0	
*The CivicClerk and YouTube columns include only views of the recorded meeting. It is an important measure of how individuals are choosing to stay connected with CC activities aside from "live" meeting streams.								
**For the "live" audience viewing via CivicClerk, I am not aware of any information recorded within CivicClerk that would indicate how many devices are connected. The next best measure of "live" views on the CivicClerk stream that we have is the number of "hits" on the live-stream page (/759) on the meeting dates. The analytics show a distinct increase on the number of hits on this page on meeting days, indicating that they are a good measure of users attending the live meeting.								
The Live Stream Page views column depicts the number of individuals who have gone to the Live Stream page to view the live stream video of an in-progress meeting that is streamed via CivicClerk. This is the way that most individuals will view the live stream independent of Zoom because it is the most direct route.								