

CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 12, 2022
7:30 P.M.

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

The listing under "Consent Agenda" is a group of items to be acted on with a single motion and vote. This agenda is designed to expedite the handling of limited routine matters by City Council. Either the public or a Councilmember may request that an item may be removed from the Consent Agenda at that time, prior to Council's vote. The Mayor will ask if a citizen or Councilmember wishes to have any specific item removed from the Consent Agenda for discussion.

- a. Approval of the Minutes of the Worksession and Regular Council Meeting held on March 22, 2022
- b. Expenditure List for April 12, 2022 City Council Meeting
- c. Approval of a Special Events Permit to be hosted by Cortez Retail Enhancement Association for a fundraiser for KSJD Radio to be held at Montezuma Park, on Thursday, May 12, 2022, located at the corner of Market Street and Montezuma Avenue.
- d. Approval of a Special Events Permit to Habitat of Humanity of Montezuma County for a fundraiser event on Friday, April 22, 2022, at the Montezuma County Annex, located at 107 N. Chestnut Street, Cortez
- e. Approval of a Special Event Permit to the Cortez Area Chamber of Commerce for an After Hours event on Thursday, April 21, 2022, on the premises of the Wade Agency LLC, located at 31 West Main Street, Cortez.

3. PUBLIC PARTICIPATION

There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes.

(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)

4. PRESENTATIONS

- a. Child Abuse Awareness Month Proclamation
- b. National Public Safety Telecommunicators Week Proclamation
- c. Arbor Day Proclamation

5. PUBLIC HEARINGS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. Award a sole source contract to CEM Sales and Service to replace the Splash Pad Controller on the Cortez Outdoor Municipal Pool

Council will consider approving a sole source contract to CEM Sales and Service in the amount of \$14,754 to replace the Splash Pad Controller at the Cortez Outdoor Municipal Pool.

Presenter: Creighton Wright, Parks and Recreation Director

- b. Award a Construction Contract to Install Starting Blocks at the Cortez Outdoor Municipal Pool

Council will consider approving a construction contract to install starting blocks at the Cortez Outdoor Municipal Pool to B & B Concrete in the amount of \$9,208.

Presenter: Creighton Wright, Parks and Recreation Director

- c. Ordinance No. 1299, Series 2022

Council will consider approving on first reading Ordinance No. 1299, Series 2022, approving Built Year Agreement with Kansas State Bank (Government Obligation Contract with Attachments) and Vehicle Lease, and set for public hearing on April 26, 2022.

Presenter: Andy Brock, Assistant Chief of Police

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop
- b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

- a. Executive Session as needed

13. PUBLIC PARTICIPATION

There is no limit to the number of speakers and no overall time limit.

(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

--Individuals may comment regarding items on the Council agenda or any other topic they wish to address the City Council about, including items discussed in a previous Council Workshop. Those wishing to comment must register by completing an "Intent to Speak" card (located outside of the Council chambers). Completed cards will be collected at the start of the meeting and delivered to the Mayor, who will call each speaker to the podium at the appropriate time. Comments specific to agenda items scheduled for public hearings should be reserved and delivered during the public hearing session.

--Courtesy, civility, and respect for others is expected. All comments should be addressed directly to the Council. Commenters who are called upon by the Mayor to speak are the only persons allowed to speak during the allotted time. Comments, or other distractions from the audience intended for commenters or others are not permitted. The Mayor, as the chairperson for the meeting, retains the discretion to deviate from the formats described below.

--There are two general opportunities for citizens to address the Council:

For the first opportunity (which will occur toward the start of the meeting) there is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes so City business may proceed. Speakers have a time limit of 3 minutes per person, may only speak once, and may not cede time to other commenters.

For the second opportunity (which will occur toward the end of the meeting) there is no limit to the number of speakers, and no overall time limit. Speakers have a time limit of 3 minutes per person, may only speak once, and may not cede time to other commenters.

--Other Opportunities to Participate

Citizens may also participate via email if addressed to councilcomments@cortezco.gov. Comments received by 3:00pm the day of a Council meeting will be delivered to Council the same day and entered into the meeting minutes. Citizens may also send letters to the Council by addressing them to "City Council" 123 Roger Smith Ave., Cortez, CO 81321. In-person deliveries are also accepted.

MOTION TO GO INTO EXECUTIVE SESSION:

--For a conference with the City attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b);

--For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e);

--To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a)

--For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f)(l) and not involving: any specific fire employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees

--For discussion of a matter required to be kept confidential by the following federal or state law, or regulation: _____ under C.R.S. Section 24-6-402(4)(c)

--For discussion of specialized details of security arrangements or investigations under C.R.S. Section 24-6-402(4)(d)

--For consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act under C.R.S. Section 24-6-402(4)(g)

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

(a brief description must be included following the statute citation regarding why the executive session is being held)



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 2. a.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of the Minutes of the Worksession and Regular Council Meeting held on March 22, 2022

Attachments

Worksession for March 22, 2022

Agenda for March 22, 2022

CORTEZ CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY, MARCH 22, 2022

The Council Worksession for March 22, 2022, was not held

CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 22, 2022

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Councilmembers present included Mayor Mike Lavey, Robert Dobry, Matthew Keefauver, Orly Lucero, David Rainey, and Arlina Yazzie. Mayor Pro-tem Rachel Medina was absent. Staff present included Chief of Police Vernon Knuckles, Director of Public Works Brian Peckins, Director of General Services Rick Smith, IT Support Technician Kyle Kuhn, Contract City Planner Nancy Dosdall, Director of Parks and Recreation Creighton Wright, Golf Course Supervisor Tom Kramlich, Municipal Judge Beth Padilla, Community and Economic Development Director Rachael Marchbanks, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Mike Green. There were 14 people present in the audience.
2. The Consent Agenda items acted upon by Council were as follows:
 - a. Approval of the Special Worksession and Regular Meeting Minutes of March 8, 2022.
 - b. Approval of the Expenditure List for March 22, 2022.
 - c. Approval of four Special Event Permits for Cortez Retail Enhancement Association to host “Third Thursday” events on June 16, July 21, August 18, and September 15, 2022, at Montezuma Park located at the corner of Market and Montezuma, Cortez.
 - d. Approval of a renewal Hotel and Restaurant Liquor License for Mi Mexico Restaurant Inc., DBA Mi Mexico, located at 801 East Main Street, Cortez.

Councilmember Dobry moved that the Consent Agenda be approved as presented. Councilmember Keefauver seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

3. CITIZEN PARTICIPATION – None.
4. PRESENTATIONS
 - a. Update by Municipal Court Judge Padilla. Municipal Court Judge Padilla gave an update to Council noting that there are 105 cases filed this year with 48 of them for parking violations. She spoke about the first quarter tracking of Police Reports, noting that 43% of the cases are alcohol or drug related. She spoke about the first substance use evaluation that was ordered and completed, stating that she hopes the evaluations will continue. She stated that warrants are issued for those that do not appear in court and staff is working on closing old traffic cases. She spoke about the zoom option that is now available in the Court room and stated that the Court security is a vast

improvement. Council thanked Judge Padilla for her work and commented that the data being tracked will contain a variety of information that could be used in the future.

b. Proclamation Supporting the Government and Especially the People of the Sovereign Nation of Ukraine. City Manager Sanders stated that there has been a lot of news regarding Ukraine. He stated that other communities have supported a proclamation for Ukraine and therefore, after speaking with the Mayor, a proclamation was created for Council's review. Mayor Lavey read the proclamation and commented that the City Council condemns the acts of Russian aggression imposed upon the Ukrainian people and supports the government and especially the people of the sovereign nation of Ukraine. He stated that the public servants at the local level in Ukraine should be recognized as they strive to support and protect their fellow citizens under war time conditions.

Councilmember Keefauver moved that Council support the proclamation supporting the government and especially the people of the sovereign nation of Ukraine. Councilmember Dobry seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

c. Proclamation for Mayor's Monarch Pledge. Director of Parks and Recreation Wright stated that the proclamation for Mayor's Monarch Pledge Day was forwarded by citizens of the community and a current Councilmember. He stated that the proclamation encourages pollinator-friendly plants be planted in the community gardens as they provide a habitat for the monarch butterfly. Mayor Lavey read the proclamation declaring March 22, 2022, as the Mayor's Monarch Pledge Day in the City of Cortez. Mayor Lavey spoke about his niece that tags monarch butterflies so they can be tracked on their migration.

5. PUBLIC HEARINGS

a. Resolution No. 7, Series 2022. Contract City Planner Dosdall stated that Resolution No. 7, Series 2022, approves a Site Development Plan for the establishment of a restaurant (Popeyes Louisiana Chicken) at 330 South Broadway. She stated that Plaza Street Fund 211, LLC, DBA Plaza Street Partners, is proposing a site plan to construct a new 3,341 fast food restaurant with a drive through to be located on a .93 acre parcel at 330 South Broadway. She stated that the property is zoned Commercial Highway (C) and is currently vacant. She stated that restaurants are considered a permitted use in the Commercial Highway zone. She stated that the site is bound on the south by commercially zoned land that includes a Sonic Drive-In and the USDA Service Center. She stated that the property shares an access with the parcel to the north, currently occupied by Family Dollar. The property to the east is zoned Residential Multi-Family (R-2), and is currently vacant. Contract City Planner Dosdall noted that Planning and Zoning Commission reviewed the proposal on March 1, 2022, and has recommended approval. She reviewed the four conditions of approval. Contract City Planner Dosdall spoke about the proposed landscaping by Popeyes which will exceed the minimum requirements (over 9,000 square feet) and, she commented should look really good along the frontage area. Mayor Lavey opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Dobry moved that Council approve Resolution No. 7, Series 2022, approving a Site Development Plan for the establishment of a restaurant (Popeyes Louisiana Chicken) at 330 South Broadway, Cortez, with four conditions. Councilmember Yazzie seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Resolution No. 9, Series 2022. Contract City Planner Dosdall stated that Resolution No. 9, Series 2022, approves an Amended Plat of Lots 171 and 172 of the Southern Bluffs Subdivision, Second Amended. She stated that Rodney and Debbie Case, owners of Lots 171 and 172, would like to combine the two existing lots into one larger lot, totaling 13,259 square feet. She stated that the existing lots are vacant with 20' utility easements along the street frontages. She commented that the proposal meets the requirements of Land Use Code Section 6.09 (9), relocate or vacate one or more lot lines between one or more adjacent lots and/or parcels or tracts where the owner or owners of all such property join in the application for the plat amendment. She commented that there were no comments of concern received from the utility/agency reviews and stated that staff recommends approval through Resolution No. 9, Series 2022, with two conditions.

Councilmember Yazzie moved that Council approve Resolution No. 9, Series 2022, approving an Amended Plat of Lots 171 and 172 of the Southern Bluffs Subdivision, Second Amended, for Rodney and Debbie Case. Councilmember Keefauver seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

b. Resolution No. 10, Series 2022. Contract City Planner Dosdall stated that Resolution No. 10, Series 2022, approves the Correction Plat of Tract 3 of the Verde Vu Subdivision. She stated that Tract 3 belongs to the City of Cortez. She stated that a recent survey work was completed by the City to locate the center line of Verde Vu Drive and it was noted by the surveyor that a previous survey was in error, resulting in a conflict with the two adjacent properties to the east. She stated that the plat is intended to correct the previous surveying error. She stated that the result will be a reduction in the City owned lot of .14 acres, with the acreage being added to the two lots to the east. She stated that staff recommends approval with one condition.

Councilmember Rainey moved that Council approve Resolution No. 10, Series 2022, a resolution approving the Correction Plat of Tract 3, Verde Vu Subdivision. Councilmember Dobry seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

c. Resolution No. 11, Series 2022. City Manager Sanders stated that Resolution No. 11, Series 2022, updates the language, format, and rules for citizen comments during City Council meetings, as well as a corresponding update to the Council order of business as was previously adopted in Resolution No. 23, Series 2021. He reviewed the suggested changes which would allow for two opportunities for the public to address Council (one at the start of the meeting and one at the end). He stated that the speakers will have a time limit of three minutes per person, may only speak once, and may not cede time to other commenters. He stated that the first opportunity to speak at the start of the meeting will be limited to an overall time limit of 30 minutes. He also noted that citizens may also communicate with Council via email (addressed to councilcomments@cortezco.gov) which will be delivered to Council and entered into the meeting minutes if received by 3:00 p.m. the day of the Council meeting. Councilmember Yazzie stated that she would like any mention of citizen comment/participation be changed to public comment/participation. Councilmember Rainey stated that he did not feel the second comment period should be added to the agenda; however, if it is added to the agenda he would like an overall time limit set. Councilmember Dobry commented that it is rare that there are a lot of public comments and that he would like the last public comment period to be left open on time. Council agreed to allow a person to speak once at the first of the meeting and once at the end of the meeting. Councilmember Keefauver stated that public comments should be directed to City business and all comments should be courteous, civil and respectful.

Councilmember Dobry moved that Council approve Resolution No. 11, Series 2022, a request to update language, format, and rules for citizen comments during City Council meetings, as well as a corresponding update to the Council order of business as adopted in Resolution No. 23, Series 2021, with the change of the word 'citizen' to 'public' where ever it is used. Councilmember Yazzie seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

d. 2022 Flatbed Truck Bid Results. Director of General Services Smith noted that a new memo was given to Council at the beginning of the meeting that outlines the purchase of two new flatbed trucks. He stated that the 2022 Equipment Fund provides \$90,000 for the purchase of one of the flatbed trucks that would be used in the Public Works Department and the 2022 Water Fund provides \$90,000 for the purchase of a flatbed truck that would be used by the Water Department. He reviewed the three responses that were received for the bid and stated that the City recommends that the two flatbed trucks be purchased from the low-bidder, Roberts Truck. He stated that the estimated delivery is 365 days. He stated that the new trucks would replace 1993 Ford F700's. He stated that the flatbed trucks are used for a variety of purposes including hauling tree limbs, snowplowing, and citizen cleanup. Discussion was held on selling the old trucks on the City's on-line auction site and that they may bring in enough to cover the overage of the budgeted amount; however, Director of General Services Smith stated that there is funding available in the Equipment Fund and Water Fund for the overage amount.

Councilmember Keefauver moved that Council award the purchase of two (2) flatbed trucks from the low-bidder, Roberts Truck, one unit from the Equipment Fund at \$93,643.83, and one unit from the Water Fund at \$93,643.83, for a total award of \$187,287.66. Councilmember Dobry seconded

the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

e. Change Order No. 1 for Purchase of a Chevrolet Truck. Director of General Services Smith stated that on May 13, 2021, the City placed an order for a new pickup for Building Maintenance with a utility bed. He noted that the purchase of the truck was from the Equipment Fund. He stated that the new truck is built and is at the utility bed company awaiting installation of the utility bed. He stated that Morehart Murphy notified the City that the utility bed price has increased \$1,358.00 due to 18% materials increase. He asked that Council approve the change order to the authorization made by Council in 2021, changing the price for the pickup to \$42,767.64.

Councilmember Yazzie moved that Council approve Change Order No. 1 of \$1,358.00 for the purchase of a Chevrolet truck for a new total purchase price of \$42,767.64. Councilmember Lucero seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

f. Award of the Bids for Parks and Golf Course Fertilizer and Chemicals. Director of Parks and Recreation Wright stated that in order to maintain turfgrass health and playability, the Parks and Recreation Department purchases several types of fertilizers and chemicals for the parks and golf course. He stated that the Request for Bids for fertilizer and chemicals is combined for the parks and golf course to secure the best price and each item is awarded individually. He stated that six companies submitted bids and each bidder was awarded at least one item. He reviewed the recommended award of the individual bids. In answer to a question from Councilmember Dobry, Director of General Services Smith stated that the City could work with surrounding communities and the school district to see if they would wish to join in on the bid for fertilizers and chemicals for their parks/property in the future. Councilmember Keefauver asked that areas that are fertilized in the parks be flagged so citizens could know of the locations.

Councilmember Dobry moved that Council award the following bids: Bid Items #10 and 19 to Winfields in the amount of \$2,171.16; Bid Items #6, #7, #8, #11 and #20 to Van Diest in the amount of \$3,065.40; Bid Items #12, #15, #23, and #26 to Target Specialty in the amount of \$2,757.90; Bid Items #1, #2, #3, #16, #21, #24, and #25 to Harrell's in the amount of \$21,065.10; Bid Items #4, and #22 to Horizon in the amount of \$1,858.20; and Bid Items #17 and #18 to Mile High Turfgrass in the amount of \$2,745.00; for a total award of \$33,662.76. Councilmember Yazzie seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

g. Resolution No. 8, Series 2022. City Attorney Green stated that Resolution No. 8, Series 2022, approves an amendment to the Community Network Enterprises Agreement. He stated that Montezuma County has changed the distribution of the strands that they have ownership of giving

144 strands to the Southwest Counsel of Governments, and/or its successors or assigns. City Attorney Green noted that any amendments made to the agreement requires both the City and Montezuma County to approve the amendment due to the joint ownership of the fiber strands. City Attorney Green noted that he and the County Attorney have reviewed the amendment and recommend approval.

Councilmember Dobry moved that Council approve Resolution No. 8, Series 2022, a resolution approving Cortez Community Network Enterprises' Amendment to Agreement. Councilmember Yazzie seconded the motion, and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY'S REPORT – None.

10. CITY MANAGER'S REPORT

a. Code Enforcement Officer/Open House/Sligo and Mildred Road Project. City Manager Sanders stated that Thomas Anderson, Code Enforcement Officer, has earned his ICC Residential Building certification which will help the already overstretched building inspector. He stated that with all the new directors in place, the City is hosting an Open House at the Sunflower Theatre on April 6, 2022, from 5:30 to 7:00 p.m. He stated that a short presentation will be made by Director of Community and Economic Development Rachael Marchbanks. City Manager Sanders stated that work will begin on the Sligo and Mildred road project in May. He spoke about the planning that is being completed for the project and noted that the City will communicate with the public prior to work commencing and also during the project construction period.

Employee Highlight: Lori (Oliver) Millich, Executive Assistant to the Chiefs of Police, has been with the City for 37 years beginning as a PBX Operator in 1985, General Services Secretary in 1987, Records Clerk at the Police Department in 1991, and Chief of Police Administrative Secretary in 1996. It was noted that Lori always takes on additional responsibilities and her contributions to the Police Department and the City of Cortez are numerous as she is always eager to jump in and help. Lori is a country girl who loves farming, driving the tractor, cutting hay, and ranching with her husband. She is an avid runner, a mother of two and grandmother of three. She goes above and beyond to help anyone and provides the best possible service to the citizens and visitors. Council thanked Lori for her good work.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Mayor Lavey stated that no worksession was held this evening.

12. OTHER ITEMS OF BUSINESS

a. Councilmember Dobry moved that Council adjourn to Executive Session at 8:40 p.m., to discuss

the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). Discussion was held on possible land acquisition. Councilmember Yazzie seconded the motion and the vote was as follows:

Dobry	Keefauver	Lavey	Lucero	Medina	Rainey	Yazzie
Yes	Yes	Yes	Yes	absent	Yes	Yes

Council returned from Executive Session at 9:02 p.m. No decisions were made in Executive Session, and the regular meeting was adjourned at 9:03 p.m.

Michael J. Lavey, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 2. b.

MEMO TO: Honorable Mayor and City Council

FROM: Sara Coffey, Finance Assistant/Deputy City Clerk

SUBJECT: Expenditure List for April 12, 2022 City Council Meeting

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING MARCH 25, 2022

Department	Vendor Name	Description	Amount
Human Resources	STAPLES ADVANTAGE	708798 Oxford 55806 Report covers, 25/box	\$ 92.92
		Total	\$ 92.92
Municipal Court	ARYA GROUP LLC	Pure & clean unit	\$ 1,575.00
		Total	\$ 1,575.00
Finance	GOVOS INC	ONLINE PAYMENT PROCESSING FEBRUARY 2022	\$ 572.81
		Total	\$ 572.81
Events	PSYCHE DIGITAL LTD	SOCIAL MEDIA AUDIT	\$ 75.00
		Total	\$ 75.00
Library	TERRI L. STORM	E-rate consulting services for Funding Year 2021 -	\$ 1,200.00
	TERRI L. STORM	E-rate consulting services for Funding Year 2022	\$ 2,400.00
	ATMOS ENERGY	GAS	\$ 498.90
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 51.99
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 348.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Library	\$ 45.50
	AMAZON CAPITAL SERVICES	Sunco 30 Pack T8 LED 4ft tube light, ballast bypas	\$ 52.24
		Total	\$ 4,597.13
Building Maint	AMAZON CAPITAL SERVICES	Wiss M4R Hvac Pipe and Duct cutter	\$ 36.34
	DH PACE DOOR SERVICES	Core Caps, 500 per pkg.	\$ 11.78
	DH PACE DOOR SERVICES	Pin Segments - 1 pk of A0, B2, and B12	\$ 22.32
	GRAINGER	54GZ03 BGF04 Blastgate	\$ 11.23
	GRAINGER	40D567 Y-Fitting 8040300003	\$ 65.90
		Total	\$ 147.57
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE	\$ 2,300.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall Fire Alarm	\$ 25.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall	\$ 45.50
	DURANGO HERALD	SUBSCRIPTION C30603	\$ 108.00
	HOME DEPOT PRO INSTITUTIONAL	REPEN243308CR Can liners, 24x33, Clear - CH	\$ 86.43
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 532.49
		Total	\$ 3,097.42
Welcome Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Welcome Center	\$ 30.00
	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 96.00
	STERICYCLE INC.	HAZARDOUS MATERIALS	\$ 36.47
		Total	\$ 162.47
Police Department	CIVIL AIR PATROL MAGAZINE	Advertisement	\$ 95.00
	LORI OLIVER	PETTY CASH-LUNCH FOR TRANSPORT OF EVIDENCE	\$ 17.00
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE	\$ 1,499.58
	ALPINE SECURITY & ELECTRONICS	Alarm Services - PD Evidence Building	\$ 45.50

EXPENDITURE LIST FOR WEEK ENDING MARCH 25, 2022

Department	Vendor Name	Description	Amount
	PITNEY BOWES GLOBAL FINANCIAL SE	EQUIPMENT RENTAL	\$ 186.33
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 3,103.21
	AMAZON CAPITAL SERVICES	HP F2B56AA External RW Read/Write CD/DVD Dr	\$ 64.49
	HOME DEPOT PRO INSTITUTIONAL	REPEN243308CR Can liners, 24x33, Clear - PD	\$ 86.43
	AMAZON CAPITAL SERVICES	Sunco 30 Pack T8 LED 4ft tube light, ballast bypas	\$ 53.81
	DH PACE DOOR SERVICES	21B-7-22-L LC Padlock, non-retained key	\$ 103.94
		Total	\$ 5,255.29
Animal Shelter	ALPINE SECURITY & ELECTRONICS	Alarm Services - Animal Shelter	\$ 30.00
	ATMOS ENERGY	GAS	\$ 204.76
		Total	\$ 234.76
Public Works	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 33.81
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 229.46
		Total	\$ 263.27
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	Alarm Services - Outdoor Pool	\$ 22.00
	AMERICAN RED CROSS	LTS FACILITY FEE- RED CROSS LIFEGUARDING	\$ 300.00
	ATMOS ENERGY	GAS	\$ 29.90
		Total	\$ 351.90
Golf Pro	ALPINE SECURITY & ELECTRONICS	Alarm Services - GC Pro Shop	\$ 35.50
		Total	\$ 35.50
Golf Course Maint	ALPINE SECURITY & ELECTRONICS	Alarm Services - Golf Course Maintenance Shop	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 348.31
		Total	\$ 393.81
Parks	MCC DRUG & ALCOHOL SCREENING	DRUG/ALCOHOL TESTING	\$ 62.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Park Shop	\$ 22.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 1,030.32
	CHOICE BUILDING SUPPLY	MULTIUSE GRAY	\$ 15.98
	GRAINGER	31DK84 Trash bags, 38x58 black	\$ 223.80
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 3.00
	SLAVENS TRUE VALUE	LANDSCAPE ADHESIVE	\$ 7.27
	SLAVENS TRUE VALUE	LANDSCAPE ADHESIVE	\$ 14.54
	SLAVENS TRUE VALUE	ALM SELF TEST	\$ 18.19
	SLAVENS TRUE VALUE	ALM SELF TEST/GFI COVER	\$ 43.20
	SLAVENS TRUE VALUE	GARBAGE CAN/HILLMAN FASTENERS	\$ 426.40
	ALL AMERICAN SPORTS MATERIAL	Stabilized Red Infield Mix per Ton	\$ 3,737.50
	DH PACE DOOR SERVICES	41B-7-22-L LC Padlock, non-retained key	\$ 89.68
	FERGUSON WATERWORKS #1116	PVC	\$ 289.04
	FOUR CORNERS SAWS	SHARPEN CHAIN	\$ 42.00
	SLAVENS TRUE VALUE	TUBING	\$ 0.90
	THE PLUMBING STORE	QUICK CONNECT CPLG	\$ 4.75

EXPENDITURE LIST FOR WEEK ENDING MARCH 25, 2022

Department	Vendor Name	Description	Amount
		Total	\$ 6,030.57
Recreation	ALPINE SECURITY & ELECTRONICS	Alarm Services - Softball Complex	\$ 22.00
		Total	\$ 22.00
Shop	CORTEZ COPY & PRINT	Vinyl Lettering - Public Works (3)	\$ 18.15
	CORTEZ COPY & PRINT	Vinyl Lettering - Public Works (3)	\$ 18.15
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet	\$ 1,479.50
	AMAZON CAPITAL SERVICES	Ladyrosian 4000 Undercariage Pressure Washer A	\$ 63.98
	FOUR CORNERS WELDING & GAS SUPP	MEDIUM ACETYLENE	\$ 94.29
	GRAINGER	4T307 Extinguisher bracket	\$ 22.80
	GRAINGER	5T904 Fire Extinguisher 2.5 ABC PRO2.5MP	\$ 134.61
	HARDLINE EQUIPMENT	LM-9910207 Contact Block	\$ 44.08
	HARDLINE EQUIPMENT	LM-9910208 Stop Button	\$ 163.24
	HARDLINE EQUIPMENT	LM-9910206 E-Stop Switch - Unit 725	\$ 185.33
	SENERGY PETROLEUM	E10 Unleaded Fuel for Service Center	\$ 4,971.55
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Service Center	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,778.04
	OFFICE DEPOT	619627 Sharpie Pocket Highlighter, Yellow	\$ 5.70
	OFFICE DEPOT	203349 Sharpie Marker	\$ 7.48
	OFFICE DEPOT	790801 Pilot Pens G2 Blue	\$ 8.96
	OFFICE DEPOT	790761 Pilot Pens G2 Black	\$ 26.88
	AMAZON CAPITAL SERVICES	Sanitizing wipes, 75% alcohol, 5 pks/50 ea	\$ 14.40
	XEROX CORPORATION	Blanket PO- B7035 WorkCenter s/n 5DA859596, 1	\$ 319.73
	XEROX CORPORATION	Blanket PO- C8045 AltaLink Color Copier, s/n 8TB	\$ 346.80
	AMAZON CAPITAL SERVICES	Sunco 30 Pack T8 LED 4ft tube light, ballast bypas	\$ 52.24
		Total	\$ 10,801.41
Technology	CIVICPLUS	Annual Fee: Department Header, Hosting and Sup	\$ 9,432.57
	DELL MARKETING L.P.	HARD DRIVE	\$ 747.40
		Total	\$ 10,179.97
Airport	ATMOS ENERGY	GAS	\$ 243.37
	ATMOS ENERGY	GAS	\$ 301.17
	CHOICE BUILDING SUPPLY	SUPPLIES	\$ 269.55
	KEESEE MOTORS	2018 Ford F-150, Oxford white, 1FTEW1E54JKD10	\$ 33,700.00
		Total	\$ 34,514.09
Dispatch	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL-AVERY	\$ 115.00
	MONTEZUMA HEARING CLINIC, LLC	AIR PURE TONE AUDIOMETRY	\$ 45.00
	MONTEZUMA HEARING CLINIC, LLC	AIR PURE TONE AUDIOMETRY	\$ 45.00
	OFFICE DEPOT	HP201A CF400A Print cartridge, Black	\$ 108.52
	OFFICE DEPOT	HP414A W2020A Print cartridge, Black	\$ 142.06
		Total	\$ 455.58

EXPENDITURE LIST FOR WEEK ENDING MARCH 25, 2022

Department	Vendor Name	Description	Amount
Rec Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center Fire Alarm	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center	\$ 30.00
	STERICYCLE INC.	HAZARDOUS MATERIALS	\$ 757.98
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 8,170.80
	SYMMETRY ENERGY SOLUTIONS LLC	GAS	\$ 5,387.81
	AMAZON CAPITAL SERVICES	DESK ORGANIZER	\$ 30.59
	AMAZON CAPITAL SERVICES	SOCIAL DISTANCE SIGNAGE	\$ 154.06
	MANE SHIPPING LLC	SHIPPING CHARGES- REC CENTER DAN	\$ 50.60
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 9.16
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 9.52
		Total	\$ 14,622.52
Water	MCC DRUG & ALCOHOL SCREENING	DRUG/ALCOHOL TESTING	\$ 62.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Water Plant	\$ 30.00
	MONTEZUMA WATER COMPANY	57371-WATER	\$ 297.60
	THATCHER CHEMICAL CO.	CREDIT INVOICE REF INV FROM 06-28-2021	\$ (922.82)
	THATCHER CHEMICAL CO.	Blanket PO - Liquid Alum AL2	\$ 7,678.83
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintenance	\$ 494.76
	USA BLUEBOOK	61663 MDXT-3 1/25hp Mag drive pump	\$ 203.20
	AT&T MOBILITY	PHONE-IPADS	\$ 257.05
	MCC DRUG & ALCOHOL SCREENING	DRUG/ALCOHOL TESTING	\$ 62.00
		Total	\$ 8,162.62
CCN Fund	SWCCOG	Blanket PO - Telecom Services - IP Addressess	\$ 30.00
	AMAZON CAPITAL SERVICES	Mighty Max ML18-2 SLA 12v 18ah Battery, replac	\$ 229.26
		Total	\$ 259.26
Refuse	MCC DRUG & ALCOHOL SCREENING	DRUG/ALCOHOL TESTING	\$ 107.00
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 49.99
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 229.94
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 292.93
	MCC DRUG & ALCOHOL SCREENING	DRUG/ALCOHOL TESTING	\$ 107.00
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHING	\$ 174.97
	GRAINGER	2UYF4 Safety Glasses 25688 - Recycling	\$ 33.72
		Total	\$ 995.55
Total			\$ 102,898.42

EXPENDITURE LIST FOR WEEK ENDING APRIL 1, 2022

Department	Vendor Name	Description	Amount
Human Resources	AT&T MOBILITY	PHONE	\$ 54.70
		Total	\$ 54.70
Finance	PARKER'S WORKPLACE SOLUTIONS	RCP295500BK Wastebasket, Rect, Small, Black	\$ 10.32
	PARKER'S WORKPLACE SOLUTIONS	PWSINSTALL Furniture Installation Charge	\$ 90.00
	PARKER'S WORKPLACE SOLUTIONS	HONS30ABCS Bookcase, 2 Shelf, Metal, Charcoal	\$ 186.57
	PARKER'S WORKPLACE SOLUTIONS	HONS72SBCS Bookcase, 5 Shelf, 72	\$ 384.98
	PARKER'S WORKPLACE SOLUTIONS	HON792LS Lateral File, 2 Drawer, 42	\$ 715.70
	WOODS CANYON ARCHAEOLOGICAL	2021-SP-001 CITY OF CORTEZ SURVEY PLAN	\$ 1,497.00
		Total	\$ 2,884.57
Events	A SIGN WORX LLC	SIGNACADE BOARD-2 SIDES	\$ 120.00
	ROTARY CLUB OF CORTEZ	CORTEZ RIDE THE ROCKIES EVENT	\$ 500.00
		Total	\$ 620.00
Library	CORTEZ SANITATION DISTRICT	001536-SEWER	\$ 43.00
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 31.74
	INGRAM LIBRARY SERVICES	BOOKS	\$ 85.85
	INGRAM LIBRARY SERVICES	BOOKS	\$ 356.34
		Total	\$ 533.62
City Hall Operations	CORTEZ SANITATION DISTRICT	002965-SEWER	\$ 43.00
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 18.35
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 108.61
		Total	\$ 169.96
Welcome Center	CENTURYLINK	PHONE	\$ 81.51
	CORTEZ SANITATION DISTRICT	001620-SEWER	\$ 43.00
		Total	\$ 124.51
Police Department	AXON ENTERPRISE	Pro License Bundle-Evidence.com	\$ 870.72
	AT&T MOBILITY	PHONE	\$ 39.48
	CENTURYLINK	PHONE	\$ 57.96
	CENTURYLINK	PHONE	\$ 77.56
	CENTURYLINK	PHONE	\$ 126.08
	STAPLES ADVANTAGE	HP414A W2020A Print cartridge, Black	\$ 277.92
	STAPLES ADVANTAGE	HP414A W2021A Print cartridge, Cyan	\$ 359.64
	STAPLES ADVANTAGE	HP414A W2022A Print cartridge, Yellow	\$ 359.64
	STAPLES ADVANTAGE	HP414A W2023A Print cartridge, Magenta	\$ 359.64
	CBW ENTERPRISES LLC	Repair evidence cooler	\$ 1,068.75
		Total	\$ 3,597.39
Animal Shelter	DOLORES ANIMAL HOSPITAL	CASTRATION	\$ 92.00
	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 112.00

EXPENDITURE LIST FOR WEEK ENDING APRIL 1, 2022

Department	Vendor Name	Description	Amount
	VIBRANT PET ANIMAL HOSPITAL	CASTRATION	\$ 86.25
	VIBRANT PET ANIMAL HOSPITAL	HYSTERECTOMY	\$ 105.00
	CORTEZ SANITATION DISTRICT	003070-SEWER	\$ 67.00
		Total	\$ 462.25
Public Works	AT&T MOBILITY	PHONE	\$ 227.31
	AMAZON CAPITAL SERVICES	Karcher 8.641-034.0 Turbo Nozzle	\$ 52.96
	AMAZON CAPITAL SERVICES	John Dow Fuel Station 29578	\$ 449.86
	NICE ELECTRIC	Replace damaged electrical panel for flatbed tr	\$ 853.88
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 9,885.08
		Total	\$ 11,469.09
Outdoor Pool	CORTEZ SANITATION DISTRICT	002640-SEWER	\$ 43.00
		Total	\$ 43.00
Golf Pro	RUDOSKY GOLF, LLC	Yearly Contract for Golf Professional - Quarterly	\$ 9,000.00
	HOUSE OF CARPETS	CARPET	\$ 1,029.01
	CORTEZ SANITATION DISTRICT	001307-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002756-SEWER	\$ 59.00
		Total	\$ 10,131.01
Golf Course	AT&T MOBILITY	PHONE	\$ 53.22
001-4553-453-42-01	CENTURYLINK	PHONE	\$ 65.14
001-4553-453-43-02	CORTEZ SANITATION DISTRICT	003446-SEWER	\$ 43.00
		Total	\$ 161.36
Parks	AT&T MOBILITY	PHONE	\$ 117.91
	CENTURYLINK	PHONE	\$ 65.14
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 138.97
	CORTEZ SANITATION DISTRICT	002167-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003528-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002638-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002976-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003177-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002612-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002639-SEWER	\$ 63.00
	FERGUSON WATERWORKS #1116	POPPET ASSY	\$ 40.95
	FERGUSON WATERWORKS #1116	POTTED LATCHING SLND	\$ 144.85
	SLAVENS TRUE VALUE	SPRAY ENAMEL	\$ 5.45
	SLAVENS TRUE VALUE	CONCRETE MIX/STRAP	\$ 8.73
	SLAVENS TRUE VALUE	BATTERY/DRILL BIT	\$ 17.70
	SLAVENS TRUE VALUE	BROWN TREATED	\$ 22.74
	SLAVENS TRUE VALUE	9V BATTERY	\$ 22.74
	SLAVENS TRUE VALUE	CONCRETE MIX	\$ 24.76
	SLAVENS TRUE VALUE	WHEELBARROW TIRE	\$ 54.99

EXPENDITURE LIST FOR WEEK ENDING APRIL 1, 2022

Department	Vendor Name	Description	Amount
	AMAZON CAPITAL SERVICES	Soccer Goal Tie Downs, Set of 4	\$ 63.90
	FERGUSON WATERWORKS #1116	PVC COUP	\$ 57.64
	INTERMOUNTAIN FARMERS ASSOC.	GATE	\$ 299.98
		Total	\$ 1,407.45
Planning & Building	AT&T MOBILITY	PHONE	\$ 243.71
		Total	\$ 243.71
Shop	FRANK'S SUPPLY CO.	Ridgid 30118 12R Ratchet w/handle	\$ 79.95
	FRANK'S SUPPLY CO.	Ridgid 37380 12R 1/4 npt Die Head	\$ 96.75
	FRANK'S SUPPLY CO.	Ridgid 37385 12R 3/8 npt Die Head	\$ 96.75
	HARDLINE EQUIPMENT	LM-8800739 V20 Spool Valve - Unit 725	\$ 667.12
	KEESEE MOTORS	DIPSTICK	\$ 24.29
	KEESEE MOTORS	MOUNTING BOLTS	\$ 31.76
	ROBERTS TRUCK CENTER	R802486 Brake Slack Adjuster - Unit 719	\$ 228.85
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 167.33
	CORTEZ SANITATION DISTRICT	003529-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002471-SEWER	\$ 55.00
		Total	\$ 1,490.80
Technology	AT&T MOBILITY	PHONE	\$ 65.56
	CENTURYLINK	PHONE	\$ 70.77
	AMAZON CAPITAL SERVICES	Digilink Global CAT6 Riser Cable, Unshielded, W	\$ 320.76
	AMAZON CAPITAL SERVICES	Brady BMP21-PLUS Label maker	\$ 321.14
		Total	\$ 778.23
Equipment	MCCANDLESS TRUCK CENTER	Henke 42R10 ECT, CPF Snow Plow - per submitt	\$ 11,073.00
	MCCANDLESS TRUCK CENTER	IHC HV607 SBA with Beau Roc body - 10 yd - pe	\$ 117,558.00
		Total	\$ 128,631.00
Airport	CENTURYLINK	PHONE	\$ 75.91
		Total	\$ 75.91
Rec Center	CORTEZ SANITATION DISTRICT	002051-SEWER	\$ 495.00
	ATMOS ENERGY	GAS	\$ 1,513.53
	RAINDROPS OF THE FOUR CORNERS	MURIATIC LIQUID ACID	\$ 548.00
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 66.31
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 178.33
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 367.84
	GRAINGER	ICE MELT	\$ 229.22
	RECREONICS, INC.	LADDER	\$ 272.87
	SLAVENS TRUE VALUE	SYRINGE	\$ 14.54
		Total	\$ 3,685.64
Water	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 121.50

EXPENDITURE LIST FOR WEEK ENDING APRIL 1, 2022

Department	Vendor Name	Description	Amount
	CENTURYLINK	PHONE	\$ 57.96
	HARCROS CHEMICALS INC.	Blanket PO - Phosphoric Acid 75%	\$ 3,600.00
	HARCROS CHEMICALS INC.	Blanket PO - Copper sulfate (CUS04)	\$ 5,500.00
	AMAZON CAPITAL SERVICES	Weld-on 724 Cement	\$ 25.64
	AT&T MOBILITY	PHONE	\$ 105.69
	POLLARD WATER	Mueller H-10373 Repair Lid	\$ 210.53
		Total	\$ 9,621.32
Refuse	AT&T MOBILITY	PHONE	\$ 64.69
	COLBY EARLEY	REIMBURSE FOR CDL HAZ-MAT ENDORSEMENT	\$ 86.50
		Total	\$ 151.19
Total			\$ 176,336.71

EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

Department	Vendor Name	Description	Amount
City Council	MICHAEL F. GREEN, PC	LEGAL SERVICES-GENERAL	\$ 6,320.82
		Total	\$ 6,320.82
Municipal Court	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 702.00
	MICHAEL F. GREEN, PC	LEGAL SERVICES MUNICIPAL COURT	\$ 130.00
	PADILLA LAW P.C.	MUNICIPAL COURT PROFESSIONAL SERVICES	\$ 168.00
	PADILLA LAW P.C.	MUNICIPAL COURT JUDGE	\$ 1,549.58
	B&H PHOTO-VIDEO	Samsung UN55TU7000FX 55 LED 4K Monitor - Qu	\$ 396.00
		Total	\$ 2,945.58
Finance	POSTAL PROS, INC.	PRINTING/MAILING	\$ 516.81
		Total	\$ 516.81
City Clerk	AMAZON CAPITAL SERVICES	LASER PRINTER	\$ 529.99
	P.F. PETTIBONE & CO	MINUTE BOOK COVER	\$ 215.95
	ANDY BROCK	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	ANGELO MARTINEZ	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	JASON GIACCHINO	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	KOBY GUTTRIDGE	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	LINDA SMITH	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	LORI OLIVER	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	LYNETTE REECE	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	MARISSA HURST	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	MARK THOMPSON	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	ROGELIO MAYNARD	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	SHAY ALLRED	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	STEPHON LOBATO	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	TAYLOR MARSELL	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	TREVOR ROBERTSON	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	TYLER SMITH	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
	VANCE CARVER	FIRST QUARTER BENCHMARKING PROGRAM	\$ 120.00
		Total	\$ 2,665.94
Events	JIM DODSON	OPEN HOUSE POSTER	\$ 62.50
		Total	\$ 62.50
Library	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 43.10
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 714.28
	CITY OF CORTEZ	3120-REFUSE	\$ 135.60
	CITY OF CORTEZ	3120-WATER	\$ 28.63
	INGRAM LIBRARY SERVICES	BOOKS	\$ 31.74
	INGRAM LIBRARY SERVICES	BOOKS	\$ 45.33
	INGRAM LIBRARY SERVICES	BOOKS	\$ 51.16
	INGRAM LIBRARY SERVICES	BOOKS	\$ 273.67
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 75.99

EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

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EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

Department	Vendor Name	Description	Amount
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 26.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 31.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 36.75
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 36.75
	AUBUCHON CUSTOM PRODUCTIONS	Paint Hood	\$ 500.00
	DAN'S REPAIR	Install lights on parking jeep	\$ 202.50
	OFFICE DEPOT	Smead 24100 ET150L End tab file folders	\$ 157.60
	TRANSUNION RISK AND ALTERNATIVE	368128 PERSON SEARCH	\$ 75.00
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 163.99
	CITY OF CORTEZ	6008-REFUSE	\$ 218.30
	CITY OF CORTEZ	6008-WATER	\$ 52.29
	OFFICE DEPOT	203349 Sharpie 30001 Fine Marking Pens	\$ 14.96
	OFFICE DEPOT	790801 Pilot 31021 G2 Blue Pens	\$ 35.84
	KONICA MINOLTA BUSINESS SOLUTION	Blanket PO for copiers	\$ 190.94
	KONICA MINOLTA BUSINESS SOLUTION	Blanket PO for copiers	\$ 356.72
		Total	\$ 3,205.47
Animal Shelter	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 84.00
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 43.10
	CITY OF CORTEZ	7010-REFUSE	\$ 54.00
	CITY OF CORTEZ	7010-WATER	\$ 62.43
	HOME DEPOT PRO INSTITUTIONAL	REN63314-CA Can liners, 33x39, 1.5 mil, black - K	\$ 96.60
	AMAZON CAPITAL SERVICES	Mean Well HLG-120H-24A Switching Power Suppl	\$ 53.50
		Total	\$ 430.39
Public Works	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 2,800.00
	CORTEZ COPY & PRINT	BUSINESS CARDS-MAESTAS	\$ 49.75
	ALSCO (AMERICAN INDUSTRIAL)	SC24-LB Short sleeve, Western, Large - Brian	\$ 56.00
	INTERMOUNTAIN FARMERS ASSOC.	EMPLOYEE PAID DIFFERENCE WORK CLOTHING	\$ (13.54)
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHING	\$ 50.13
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHING	\$ 313.54
	ZORO TOOLS INC	Atlas 460L-09 Gloves	\$ 201.72
	INTERMOUNTAIN FARMERS ASSOC.	EMPLOYEE PAID DIFFERENCE-WORK CLOTHING	\$ (30.11)
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHING	\$ 330.11
	ELAM CONSTRUCTION	Cold mix for Road Patching	\$ 2,450.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 500.30
		Total	\$ 6,707.90
Outdoor Pool	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 48.75
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 229.24

EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

Department	Vendor Name	Description	Amount
	CITY OF CORTEZ	6900-REFUSE	\$ 132.30
		Total	\$ 410.29
Golf Pro	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 70.65
	CITY OF CORTEZ	2618-REFUSE	\$ 192.95
	CITY OF CORTEZ	2618-WATER	\$ 32.01
		Total	\$ 295.61
Golf Course Maint	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL-THETGA	\$ 115.00
	CITY OF CORTEZ	7804-REFUSE	\$ 192.95
	CITY OF CORTEZ	7804-WATER	\$ 25.25
	MSC INDUSTRIAL SUPPLY CO.	14257562 Zep Dyna 143 parts washing solution 2	\$ 589.32
	AMAZON CAPITAL SERVICES	LONG CV BOOT KIT	\$ 26.40
	FOUR STATES TIRE CO.	Turf tires 26.5 x 14.00 - 12 ply	\$ 458.74
		Total	\$ 1,407.66
Parks	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 48.75
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 374.24
	CITY OF CORTEZ	PARKS-REFUSE	\$ 1,109.66
	CITY OF CORTEZ	PARKS-WATER	\$ 877.57
	CHOICE BUILDING SUPPLY	40W T12 2PK	\$ 14.99
	CHOICE BUILDING SUPPLY	LIGHT PANEL	\$ 15.99
	SLAVENS TRUE VALUE	LAP LINK	\$ 2.34
	SLAVENS TRUE VALUE	LIQUID NAILS	\$ 6.71
	SLAVENS TRUE VALUE	GRAFFITI REMOVER	\$ 11.82
	SLAVENS TRUE VALUE	GRAFFITI REMOVER	\$ 11.82
	SLAVENS TRUE VALUE	RINGERS	\$ 14.55
	SLAVENS TRUE VALUE	PINE/TORX DESK	\$ 20.89
	SLAVENS TRUE VALUE	BOLT HOOK/BATTERIES	\$ 34.82
	SLAVENS TRUE VALUE	CONCRETE MIX	\$ 37.14
	SLAVENS TRUE VALUE	GAS CAN	\$ 38.21
	SLAVENS TRUE VALUE	PAINT/BRUSH	\$ 44.87
	SLAVENS TRUE VALUE	STAIN	\$ 49.88
	FOUR CORNERS MATERIALS	READYMIX	\$ 589.30
		Total	\$ 3,303.55
Shop	SAFETY-KLEEN CORPORATION	Hazardous Waste Disposal, Used oil filters, 4 bins	\$ 476.00
	FOUR STATES TIRE CO.	Tires for Unit 485	\$ 1,025.60
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.37
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.37
	BOBCAT OF DURANGO	Forward/Reverse Switch - Unit 614	\$ 496.76
	O. J. WATSON COMPANY	FA2665-096P Bulkhead Control Cable 13' - Unit 98	\$ 68.21
	O'REILLY AUTO PARTS	CREDIT INVOICE RETURN	\$ (67.02)
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 15.99
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 67.02

EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

Department	Vendor Name	Description	Amount
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-AIR FILTER	\$ (87.63)
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-WARRANTY	\$ (23.23)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 5.09
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 15.00
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 16.96
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 17.90
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 20.77
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 20.91
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 23.23
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 119.82
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 233.94
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 235.26
	SUPERIOR AUTO	CREDIT INVOICE-RETURN HD WATER PUMP	\$ (171.11)
	SUPERIOR AUTO	CREDIT INVOICE-RETURN LIFT SLING	\$ (37.91)
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 4.72
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 4.78
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 5.94
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.04
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 12.28
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 60.67
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 189.51
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at Service Center	\$ 1,950.00
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 93.38
	PITNEY BOWES PURCHASE POWER	Blanket PO- Postage for Service Center	\$ 320.99
	CITY OF CORTEZ	5228-REFUSE	\$ 312.00
	CITY OF CORTEZ	5228-WATER	\$ 470.22
	AMAZON CAPITAL SERVICES	Mean Well HLG-120H-24A Switching Power Supply	\$ 53.50
		Total	\$ 6,208.47
Technology	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 572.05
		Total	\$ 572.05
Airport	CITY OF CORTEZ	8114-REFUSE	\$ 36.93
	MONTEZUMA COUNTY WATER DIST.	M064-WATER	\$ 50.00
	MONTEZUMA COUNTY WATER DIST.	M068-WATER	\$ 54.10
		Total	\$ 141.03
Dispatch	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 105.30
		Total	\$ 105.30
Rec Center	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 90.14
	CITY OF CORTEZ	6964-REFUSE	\$ 192.95
	CITY OF CORTEZ	6964-WATER	\$ 477.65

EXPENDITURE LIST FOR WEEK ENDING APRIL 8, 2022

Department	Vendor Name	Description	Amount
	AMAZON CAPITAL SERVICES	CREDIT INVOICE-RETURN DELINEATOR POST KIT	\$ (125.98)
		Total	\$ 634.76
Water	POSTAL PROS, INC.	WATER RESTRICTIONS INSERT	\$ 170.82
	POSTAL PROS, INC.	POSTAGE	\$ 606.47
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 64.43
	CITY OF CORTEZ	7822-REFUSE	\$ 54.00
	COMPRESSOR WORLD LLC	SPX Deltech HG25 Refrigerated Air Dryer, 25cfm,	\$ 2,356.04
	CORE AND MAIN	ED2B11RWG3SG89 Neptune 5/8x3/4 T10 R900I N	\$ 6,691.20
	DANA KEPNER COMPANY	Ford C84-33-NL Coupling	\$ 338.16
		Total	\$ 10,281.12
CCN Fund	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 89.70
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless inter	\$ 1,914.80
		Total	\$ 2,004.50
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 606.47
		Total	\$ 606.47
Total			\$ 51,681.16



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Events Permit to be hosted by Cortez Retail Enhancement Association for a fundraiser for KSJD Radio to be held at Montezuma Park, on Thursday, May 12, 2022, located at the corner of Market Street and Montezuma Avenue.

Attachments

SEP CREA



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

3/29/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT TO BE HOSTED BY CORTEZ
RETAIL ENHANCEMENT ASSOCIATION FOR A FUNDRAISER FOR KSJD
RADIO

BACKGROUND

The application referred to above was filed with the City Clerk's office on March 11, 2022. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow Cortez Retail Enhancement Association to host a fundraiser event for KSJD Radio on Thursday, May 12, 2022, at Montezuma Park located at the corner of Market and Montezuma, Cortez.

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the fifth event for 2022.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to be hosted by Cortez Retail Enhancement Association for a fundraiser for KSJD Radio on Thursday, May 12, 2022 from 5:30 p.m. until 9:00 p.m. at Montezuma Park.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Events Permit to Habitat of Humanity of Montezuma County for a fundraiser event on Friday, April 22, 2022, at the Montezuma County Annex, located at 107 N. Chestnut Street, Cortez

Attachments

SEP Habitat for Humanity



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

3/30/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR HABITAT OF
HUMANITY OF MONTEZUMA COUNTY

BACKGROUND

The application referred to above was filed with the City Clerk's office on March 16, 2022. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow Habitat of Humanity of Montezuma County to host a fundraiser event on Friday, April 22, 2022, at the Montezuma County Annex, located at 107 North Chestnut Street, Cortez

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first event for 2022.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to Habitat for Humanity of Montezuma County for a fundraiser event on Friday, April 22, 2022 from 6:00 p.m. until 8:00 p.m. at the Montezuma County Annex, located at 107 North Chestnut Street, Cortez



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 2. e.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Event Permit to the Cortez Area Chamber of Commerce for an After Hours event on Thursday, April 21, 2022, on the premises of the Wade Agency LLC, located at 31 West Main Street, Cortez.

Attachments

SEP Chamber of Commerce



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

3/30/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR THE CORTEZ AREA
CHAMBER OF COMMERCE

BACKGROUND

The application referred to above was filed with the City Clerk's office on March 25, 2022. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow The Cortez Area Chamber of Commerce to host an After Hours event on Thursday, April 21, 2022, on the premises of the Wade Agency LLC, located at 31 West Main Street, Cortez.

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first event for 2022.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to the Cortez Area Chamber of Commerce for an After Hours event on Thursday, April 21, 2022 from 4:00 p.m. until 8:00 p.m. on the premises of the Wade Agency LLC, located at 31 West Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 4. a.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Child Abuse Awareness Month Proclamation

Attachments

Child Abuse Awareness Proclamation

PROCLAMATION

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect not only directly harms children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and

WHEREAS, the people of Colorado should become involved in supporting families in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social services agencies, schools, faith communities, civic organizations, law enforcement agencies and the business community; and

WHEREAS, child maltreatment knows no social or economic boundaries and occurs in every neighborhood in America;

NOW, THEREFORE, I, Michael J. Lavey, Mayor of Cortez and in such capacity, do hereby proclaim the month of April, 2022, as

"CHILD ABUSE AWARENESS MONTH"

in the City of Cortez and encourage the citizens of this great community to show that they care by committing themselves to fighting child abuse and neglect.



Michael J. Lavey, Mayor



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 4. b.

MEMO TO: Honorable Mayor and City Council

FROM: Vern Knuckles, Chief of Police

SUBJECT: National Public Safety Telecommunicators Week Proclamation

Attachments

Telecommunicators Week



CITY OF CORTEZ
608 N. PARK STREET
CORTEZ, CO 81321

POLICE DEPARTMENT

TO: Mayor, Cortez City Council
FROM: Vernon Knuckles, Chief of Police
CC: Drew Sanders, City Manager
DATE: April 4, 2022
RE: National Public Safety Telecommunicators Week Proclamation

Honorable Mayor, and City Council

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services is 9-1-1. The local and county emergency communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

The Cortez Police Department and Cortez Communication Center (Dispatch) are celebrating the second full week of April (April 10-16, 2022) as National Public Safety Telecommunicators Week. National Public Safety Telecommunicators Week is sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually honoring the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a Proclamation to honor these men and women in our area for the work that they do every day to protect the citizens and visitors of Cortez. The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Cortez citizens and visitors. I have enclosed a proposed message for your signature.

Thank you for your attention to this matter and I look forward to your reply.

Respectfully,

Vernon Knuckles, Chief of Police

Proclamation
National Public Safety Telecommunicators Week

April 10-16, 2022

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Cortez Communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Cortez Communication Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the City Council of Cortez declares the week of April 10 through 16, 2022, to be National Public Safety Telecommunicators Week in Cortez, CO, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this ____ day of _____, 2022

Mayor Michael J. Lavey _____

City of Cortez, State of Colorado





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 4. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Arbor Day Proclamation

Attachments

Arbor Day Proclamation

PROCLAMATION

- WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and
- WHEREAS, Arbor Day is now observed throughout the nation and the world; and
- WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS, trees are a source of joy and spiritual renewal; and
- WHEREAS, Cortez has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Mike Lavey, Mayor of the City of Cortez, do hereby proclaim Thursday, April 28, 2022, as

ARBOR DAY

In the City of Cortez, and I urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

DATED this 12th day of April, 2022.

ATTEST:

Michael J. Lavey, Mayor

Linda L. Smith, City Clerk





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Creighton Wright, Director of Parks and Recreation

SUBJECT: Award a sole source contract to CEM Sales and Service to replace the Splash Pad Controller on the Cortez Outdoor Municipal Pool

BACKGROUND

The Splash Pad at the Cortez Outdoor Municipal Pool provides a non-traditional pool experience, especially for young children. It has several dumping buckets and ground-mounted spray features that allow children to experience the cooling water without the concern of drowning. It is a popular feature of the Outdoor Pool.

The Splash Pad Controller stopped working two years ago. Staff inspected the system and found the controller shorted out and was corroded. Without the controller, the Splash Pad cannot work.

The replacement of the controller is budgeted in the Aquatics Budget (001-4551-451-45-02) for \$14,000. The small amount of overage can be absorbed within the line item.

ISSUES

CEM Sales and Service is the original manufacturer's local sales and repair vendor. They supplied the original controller and completed the initial calibration of the controller and water feature valves. CEM is intimately familiar with the intricacies of our splash pad, how it is designed, how it operates, and its operating standards. Because of CEM's unique experience with our system, staff requests to direct contract with CEM as a sole source vendor. CEM has reviewed and accepted the construction contract terms. The CEM proposal is included in Attachment 1. Staff reviewed their bid and feels it was reasonable and responsible.

RECOMMENDATION

Staff recommends awarding a sole source contract to CEM Sales and Service to replace the Splash Pad Controller on the Cortez Outdoor Municipal Pool in the amount of \$14,754.

Attachments

CEM Information



March 17, 2022

Michelle Devall
City of Cortez
Mdevall@cityofcortez.com
970-564-4080

Michelle,

CEM Sales & Service is pleased to provide the following pricing for your consideration.

- | | |
|-----------------------------|------------|
| • Vortex Control Panel | \$8,504.00 |
| • Labor, Travel and Lodging | \$6,050.00 |
| • Misc. Parts | \$200.00 |

Pricing is valid for 30 days and does not include any freight, bonds, permits, license or applicable tax. Please allow for at least 3-6 weeks lead time on the above products. I appreciate the opportunity to provide you pricing, and please feel free to contact me with any questions.

Sincerely,

Joe Teska

Joe Teska
CEM Sales



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Creighton Wright, Director of Parks and Recreation

SUBJECT: Award a Construction Contract to Install Starting Blocks at the Cortez Outdoor Municipal Pool

BACKGROUND

Cortez residents are lucky to have a 50-meter outdoor pool. It is the only outdoor 50-meter pool on the Western Slope. It provides unique opportunities for recreational open swim, swim lessons, and recreational and competitive swim team experiences.

The Cortez Water Dragons (CWD) is the organized swim team partner with the City. They provide a recreational and competitive swim team experience for the children in the Cortez area. The CWD hosts one annual swim meet at the Cortez Outdoor Municipal Pool (COMP), and occasionally a second state championship swim meet. This year, they will host the annual and state championship meets. Starting blocks are essential to host swim meets at the COMP. The starting blocks at the COMP have exceeded their useful life and need replacement. CWD and the City have a separate partnership agreement for pool use.

The City and CWD have entered into an agreement whereby CWD purchases, installs, maintains, and donates new starting blocks for the COMP to the City. The agreement is included in Attachment 1.

The CWD fundraised for the construction plans and specifications, included in Attachment 2.

The CWD received a grant from the LOR Foundation to purchase the starting blocks. The CWD agreed to split the demolition and installation cost of the starting blocks up to a total contribution by the City of \$5,000.

The demolition and installation of the starting blocks was anticipated and budgeted (001-4551-451-46-02) at a total of \$10,000.

ISSUES

A bid request was published on March 23, and bids were opened on April 5. A pre-bid walk-through was held, and three contractors attended. One bid was received by B & B Concrete in the amount of \$9,208. Staff reviewed the contractor's bid and feels it is responsive and responsible.

RECOMMENDATION

Staff recommends awarding a construction contract to install starting blocks at the Cortez Outdoor Municipal Pool to B & B Concrete in the amount of \$9,208.

Attachments

Pool Blocks Installation Agreement with CWD
Pool Blocks Demo and Install Plans


Agreement Between City of Cortez and Cortez Water Dragons for Construction of Starting Blocks at Outdoor Pool

CWD Draft Terms

The City of Cortez (City) and Cortez Water Dragons (CWD) wish to enter into an agreement whereby CWD purchases, installs, maintains and donates to the City new starting blocks for long course (50 meter) in the deep end of Cortez Outdoor Aquatic Center (COAC). The existing starting blocks have fallen into disrepair.

The CWD currently is the organized swim team partner with the City. The majority of financial obligation to add the new starting blocks shall be borne by CWD. The starting blocks are necessary for the swim meets held annually at the COAC by the CWD. The City and the CWD partner for the use of the COAC and the indoor pool at the Cortez Recreation Center under a separate Facility Use Agreement. Donation of the starting blocks does not give CWD priority use or access to either aquatics facility. However at this time, the CWD is currently the only expected user of the starting blocks. Other groups may utilize the COAC and use the starting blocks.

City Agrees To:

1. Provide reasonable access to the COAC for CWD design team to take measurements, review plans, and provide access for the design team with the intent of developing specifications and design plans.
2. Provide space for storage of starting blocks on a year-round basis.
3. Allow for sponsor recognition affixed to the starting blocks in a manner that is safe, and does not conflict with the public morals and decency as determined by the Parks and Recreation Director or by City of Cortez Policy.
4. Allow one sponsor recognition banner in the COAC that is 4' in height by 6' long to be securely affixed to prevent loosely blowing in the wind. The design, content, and location shall be approved by the Parks and Recreation Director, s designee. The design and content of the banner shall not conflict with public morals and decency as determined by the Parks and Recreation Director or by City of Cortez Policy. The CWD must maintain the banner ensuring it is presentable and in good repair at all times. The sponsor recognition banner may be posted for the entire summer swim season, for two years following the installation of the starting blocks.
5. Provide reasonable access to the starting blocks for CWD to inspect, maintain, repair, and use them for practices and swim meets. The City is under no obligation to maintain or repair the starting blocks.

6. Coordinate bidding, award, and installation of receiver anchors necessary for starting block installation by an approved contractor. The City shall contribute up to \$5,000 to pay for demolition and installation of the receiver anchors in the pool deck. The City shall control, coordinate and communicate with the contractor. The City, at its sole discretion, may consult with CWD.

CWD Agrees To:

1. Provide design plans and specifications necessary to bid the installation of the receiver anchors. The successful contractor shall be responsible for the demolition of existing concrete decking and to install new receiver anchors for the starting blocks.
2. Purchase the starting blocks and associated anchors, and to pay for demolition and installation. CDW Agrees not to cause a lien to be placed on City property or in any other way obligate City property as collateral as security for a loan or similar.
3. Coordinate sponsorship recognition with contributing parties according to sponsorship recognition terms as stated above.
4. Provide necessary maintenance for starting blocks and receiver anchors caps as necessary. The City is under no obligation to provide any maintenance of blocks or anchors.

City of Cortez

By:

Cortez Water Dragons

By:

FULL PATH: S:\Project Files\2022\02-01 - City of Cortez\01 Drawings\01 - Current\SP1-Site Plan.dwg

PLOTTER: _AutoCAD PDF (High Quality Print).ctb

PLOT TIME: 5:30:35 PM

PLOT DATE: Thursday, March 03, 2022

PLOTTED BY: James Hefling

FILENAME: SP-Site Plan.dwg

GENERAL POOL REQUIREMENTS

GENERAL NOTES

- UNLESS OTHERWISE NOTED, THE REFERENCE DOCUMENTS AND STANDARD SPECIFICATIONS FOR THIS PROJECT SHALL BE:
 - THE STATE OF COLORADO CODE OF REGULATIONS - DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL: WATER QUALITY CONTROL DIVISION; SWIMMING POOLS AND MINERAL BATHS TITLE 5CCR 1003-5
 - THE 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE (2015 ISPCS)
 - THE 2018 MODEL AQUATIC HEALTH CODE (THE MODEL AQUATIC HEALTH CODE HAS NOT BEEN ADOPTED BY THE STATE OF COLORADO AT THIS TIME, BUT WAS UTILIZED WHEN THE 5 CCR 1003-5 AND 2015 ISPSC HAD NO REQUIREMENTS).
- POOL DECK SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE POOL RIM. POOL DECK SLOPES MAY NOT EXCEED 1:50 (2.0%) IN ANY DIRECTION IN ORDER TO SATISFY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA) AND ALL COLORADO ACCESSIBILITY STANDARDS.
- AN EXPANSION JOINT IS DENOTED BY 'EJ' BETWEEN THE BACK OF POOL/SPA COPING AND THE CONCRETE DECKS. ALL POOL/SPA EXPANSION JOINTS SHALL BE SEALED WITH SELF-LEVELING URETHANE. REFER TO OTHERS FOR ADDITIONAL EXPANSION AND SAWED CONTROL JOINTS. DECK INSTALLER SHALL INSTALL EXPANSION JOINT MATERIALS.
- ALL WORK SHALL BE DONE IN CONFORMANCE WITH INTERNATIONAL BUILDING CODE AS REVISED AND ADOPTED BY THE CITY OF CORTEZ/MONTEZUMA COUNTY.
- PRIOR TO BEGINNING CONSTRUCTION OF THE POOLS, THE POOL CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS FROM THE CITY/COUNTY.
- WRITTEN DIMENSIONS GOVERN OVER SCALED DIMENSIONS.
- GENERAL NOTES ON THIS SHEET DO NOT DEFINE ALL WORK REQUIRED IN THE PROJECT. CONTRACTORS SHALL REFER TO ALL PLANS AND SPECIFICATIONS FOR FULL DEFINITION OF WORK FOR THE PROJECT.
- TESTING FOR WORK & MATERIALS ON THE PROJECT MUST BE PERFORMED PER CITY STANDARDS. IF THE MATERIAL BEING TESTED FAILS IN ANY WAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURTHER TESTING AND ANY ADDITIONAL WORK TO MEET THE DESIGN REQUIREMENTS.

BONDING NOTES

- ALL METAL COMPONENTS OF EACH POOL (INCLUDING BUT NOT LIMITED TO LADDERS, REINFORCING STEEL, HANDRAILS, LIGHT NICHES, FOUNTAIN NOZZLES, AND MECHANICAL EQUIPMENT) TO BE ELECTRICALLY BONDED PER SECTION 680 OF THE NATIONAL ELECTRICAL CODE (NEC) BONDED PER NEC ARTICLE 680.2014.
- CONNECTIONS TO BONDED PARTS OF THE BONDING GRID FOR THE POOL SHALL BE MADE WITH UL LISTED BONDING CONNECTORS OR OTHERWISE AS REQUIRED BY SECTION 250.8 OF THE NATIONAL ELECTRIC CODE (N.E.C.).
- PROVIDE CONTINUOUS BONDING LOOP CONNECTING THE METAL COMPONENTS OF THE POOL. BONDING WIRE SHALL BE 8 GA. (OR LARGER) COPPER.
- BONDING SHALL BE WITH UL LISTED BONDING CONNECTORS AND CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH SECTION 250.8 OF THE N.E.C.
- PERIMETER SURFACES EXTENDING 3 FT (1-METER) BEYOND THE INSIDE WALL OF THE POOL SHALL BE BONDED USING METHODS COMPLIANT WITH 680.26(B)(2) OF THE N.E.C.
- ALL FIXED METAL COMPONENTS WITHIN 5-FEET OF THE WATER'S EDGE SHALL BE BONDED AS REQUIRED BY THE NEC 680.26(B)(1).
- ALL LIGHT FIXTURES WITHIN 10 FT OF THE WATER'S EDGE AND ALL ELECTRICAL RECEPTACLES WITHIN 20 FT OF THE WATER'S EDGE SHALL COMPLY WITH REQUIRED GFCI PROTECTION PER 680.22 OF THE N.E.C.

UTILITY NOTES

- CONTACT THE APPROPRIATE AUTHORITIES WITH RESPECT TO LOCATION OF EXISTING UTILITIES AT LEAST 48 HOURS PRIOR TO WORK IN THE AREA.
- ONE CALL: 1-800-669-8344
- IT'S THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



STRUCTURAL NOTES

STRUCTURAL NOTES

- CONCRETE:
 - ALL CONCRETE TO BE CURED AND PLACED IN ACCORDANCE TO THE LATEST ACI STANDARDS.
 - ALL CONCRETE RELATED TO THE DESIGN SHOWN ON THESE PLANS SHALL BE TESTED TO ENSURE QUALITY CONTROL AND ASSURANCE THAT THE ACTUAL CONCRETE/SHOTCRETE PLACED MEETS OR EXCEEDS THE SPECIFICATION'S OF THE PROJECT. ALL TESTING TO BE DONE BY CERTIFIED ACI TECHNICIANS OF A THIRD PARTY COMPANY.
 - FORM OILS OR CURING AGENTS SHALL NO BE USED ON SURFACES RECEIVING ANY TYPE OF FINISH. WATER BASED CURING COMPOUNDS ARE ALLOWED ONLY IF THE SURFACE IS TREATED WELL AND SAND OR WATER BLASTED PRIOR TO THE APPLICATION OF POOL FINISH
 - MAXIMUM AGGREGATE SIZE SHALL BE AS FOLLOWS:
 - 1-1/2" --- CAST-IN-PLACE FOOTINGS AND SLABS ON GRADE.
 - 1" --- CAST-IN-PLACE GRADE BEAMS, STRUCTURAL SUSPENDED SLABS AND WALLS.
 - 1" --- SHOTCRETE/GUNITED STRUCTURES (SUCH AS POOL SHELLS)
- REINFORCED STEEL:
 - REINFORCING STEEL SHALL BE ASTM A615 GRADE 40 (OR BETTER) DEFORMED BARS MANUFACTURED IN THE USA. BAR PLACEMENT AND DETAILING SHALL BE IN ACCORDANCE WITH ACI 318 (LATEST EDITION).
 - WELDED WIRE FABRIC TO BE FLAT SHEETS AND IN ACCORDANCE WITH ASTM A185 WITH 10 GAGE (MIN) AND 6" WIRE SPACING. 6" MINIMUM LAP SPACING FOR WELDED WIRE FABRIC.
 - REINFORCING DOWELS SHALL HAVE THE SAME SIZE AND SPACING AS THE MAIN BARS THEY ADJOIN (MIN. LAP = 30"BAR DIAM.) THE MINIMUM SPLICE OF ALL CONTINUOUS BARS SHALL BE 40"BAR DIAM. (2'-0" MIN).
 - MINIMUM SPLICE LENGTH SHALL BE 50 TIMES THE BAR DIAMETER OR 18 INCHES, WHICHEVER IS GREATER.
 - CLEAR MINIMUM COVER OF CONCRETE OVER REINFORCING BARS SHALL BE IN ACCORDANCE WITH ACI 318 AND AS FOLLOWS:
 - 1-1/2" --- FORMED CONCRETE AGAINST EARTH
 - 3" --- CAST-IN-PLACE CONCRETE AGAINST EARTH
 - 3/4" --- TOP OF SLABS-ON-GRADE
 - 2" --- CAST-IN-PLACE CONCRETE RETAINING WATER
 - BE CAREFUL TO MAINTAIN MINIMUM CLEARANCES ON ALL SHOTCRETE/GUNITED STRUCTURES SUCH AS POOL SHELLS. CONCRETE CLEARANCES LISTED ARE CRITICAL.
 - CONCRETE REINFORCING SHALL BE SECURED IN POSITION PRIOR TO PLACEMENT. IT IS RECOMMENDED FLOOR STEEL BE SUPPORTED WITH PLASTIC CHAIRS OR METAL (SPIDER) CHAIRS WITH PLASTIC BEARING PLATES. DO NOT SUPPORT FLOORS WITH CHUNKS OF WOOD OR BROKEN BRICK PIECES.

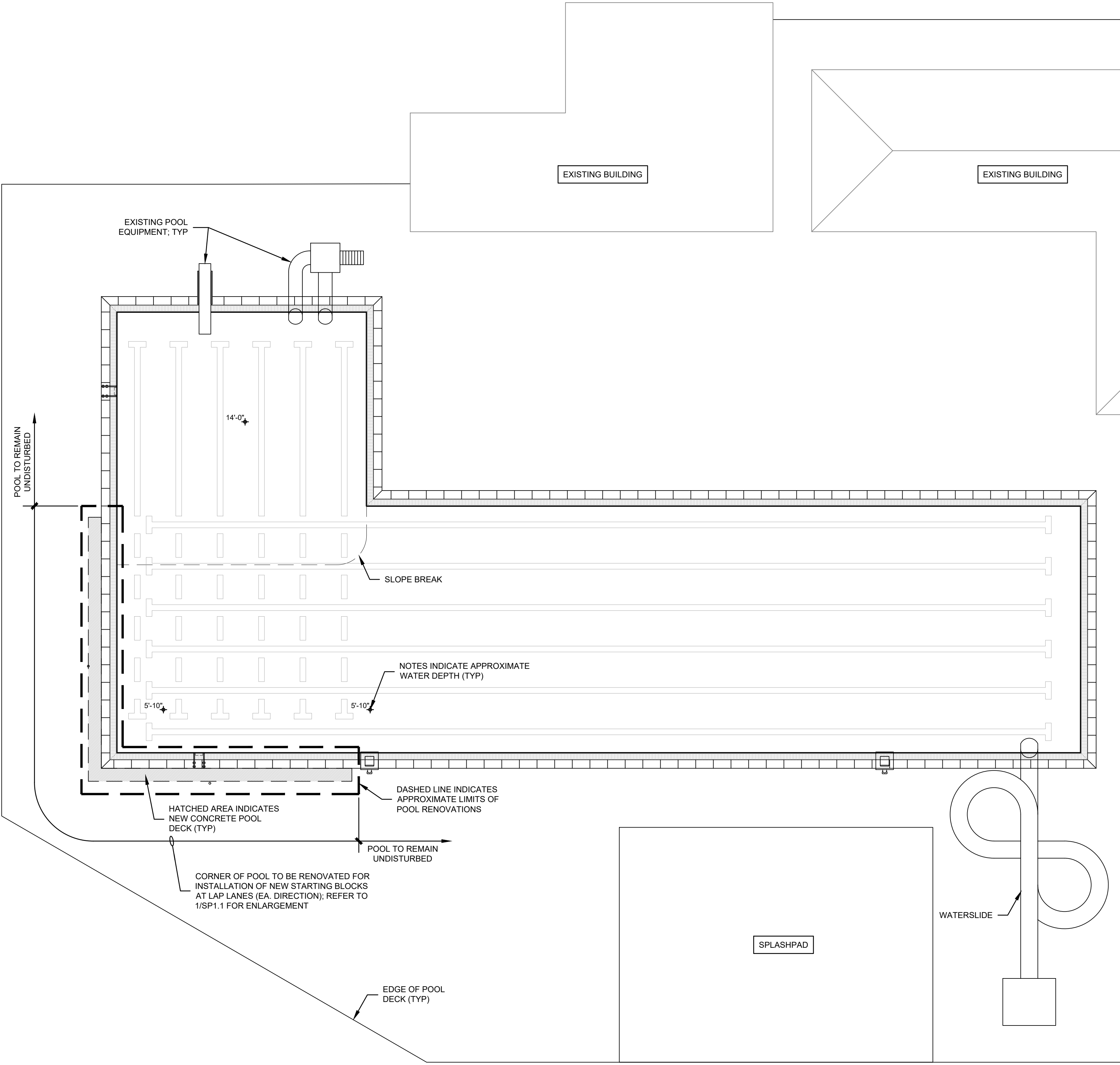
CONCRETE SPECIFICATION:

LOCATION:	COMPRESSIVE STRENGTH (PSI)	W.C. RATIO*	MIX
CAST-IN-PLACE STRUCTURES (INCLUDING BUT NOT LIMITED TO FLOOR SLABS, POOL FLOORS, CAISSONS, POOL WALLS, RETAINING WALLS, ETC)	4,000	0.45-0.49	5.5 SACKS/C.Y. OR 517#/C.Y.
SHOTCRETE FOR POOLS (WET PROCESS)	4,000	0.45-0.59	7 SACKS/C.Y. OR 658#/C.Y.
CAST-IN-PLACE FOOTINGS, GRADE BEAMS, SLABS ON GRADE, HOUSEKEEPING PADS, ETC.	4,000	0.45-0.49	5.5 SACKS/C.Y. OR 517#/C.Y.

* CONCRETE SUPPLIER MAY SUBMIT DOCUMENTATION TO ENGINEER FOR REVIEW AND APPROVAL OF MIX DESIGNS THAT UTILIZE A DIFFERENT W/C RATION TO MEET THE SAME STRENGTH REQUIREMENT.

SOIL SUBGRADE NOTES

- SOIL PREPARATION:
 - NO GEOTECHNICAL REPORT WAS PROVIDED FOR THIS SITE PRIOR TO DEVELOPING THE DESIGN FOR THE POOL. AS SUCH, THE OWNER ASSUMES THE ADDITIONAL RISKS ASSOCIATED BY ABSENCE OF A SOILS REPORT. THE STRUCTURAL DESIGN HAS BEEN DEVELOPED ACCORDING TO BEST ENGINEERING PRACTICES AND WITH THE ASSUMPTION THAT THE OWNER WILL PREPARE THE SOILS BENEATH THE POOL SO THAT THE POTENTIAL FOR VERTICAL RISE (PVR) FOR THE SOILS WILL BE REDUCED TO 1-INCH OR LESS. IF THIS PVR CANNOT BE ACHIEVED, CONTACT THE AQUATIC ENGINEER PRIOR TO CONSTRUCTION SO THE DESIGN CAN BE REVISED.
 - UPON EXCAVATION FOR THE POOLS, THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED FOR ANY WEAK AREAS. ALL WEAK AREAS TO BE OVER-EXCAVATED AND REPLACED WITH COMPACTED SELECT FILL MATERIAL (REFER SELECT FILL NOTES BELOW)
 - IF THE POOL EXCAVATION PENETRATES A ROCK LAYER, A 6" LAYER OF CLEAN GRAVEL SHALL BE INSTALLED BETWEEN THE NATIVE ROCK MATERIAL AND THE POOL SHELL.
 - POSITIVE DRAINAGE AWAY FROM THE POOL STRUCTURE MUST BE PROVIDED DURING CONSTRUCTION AND MAINTAINED THROUGH THE LIFE OF THE POOL TO HELP PREVENT THE POSSIBILITY OF PONDING BELOW THE PROPOSED POOL.
- SOILS BEING USED AS FILL MATERIAL SHALL BE CONSIDERED "SELECT FILL" WITH THE FOLLOWING CHARACTERISTICS:
 - PLASTICITY INDEX (PI) OF 10 OR LESS AND A LIQUID LIMIT OF 30 OR LESS.
 - SELECT FILL SHALL BE FREE OF ORGANIC MATERIAL
 - SELECT FILL SHALL HAVE NO PARTICLES MEASURING GREATER THAN 2-INCHES IN ANY DIRECTION, A PERCENT PASSING U.S. STANDARD SIEVE No.4 BETWEEN 30% AND 70% AND SIEVE No.50 PASSING SHOULD BE IN BETWEEN 10% AND 50%
 - THE PERCENT PASSING SIEVE No.200 SHOULD BE LESS THAN 20%
 - SELECT FILL SHALL BE INSTALLED IN 8-INCH LIFTS AND COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY (ASTM D1557) AT ±3% OF OPTIMUM MOISTURE.
- BACKFILL:
 - UNLESS OTHERWISE NOTED, USE SELECT FILL MATERIAL MEETING THE "FOUNDATIONS" NOTES ABOVE FOR BACKFILL BEHIND WALLS. BACKFILL SHALL BE COMPACTED BY "HAND-TAMPING." DO NOT USE MECHANICAL EQUIPMENT TO COMPACT BACKFILL BEHIND STRUCTURAL WALLS AS WALLS HAVE NOT BEEN DESIGNED FOR SURCHARGE LOADS OR SUCH MACHINERY.

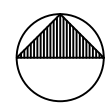


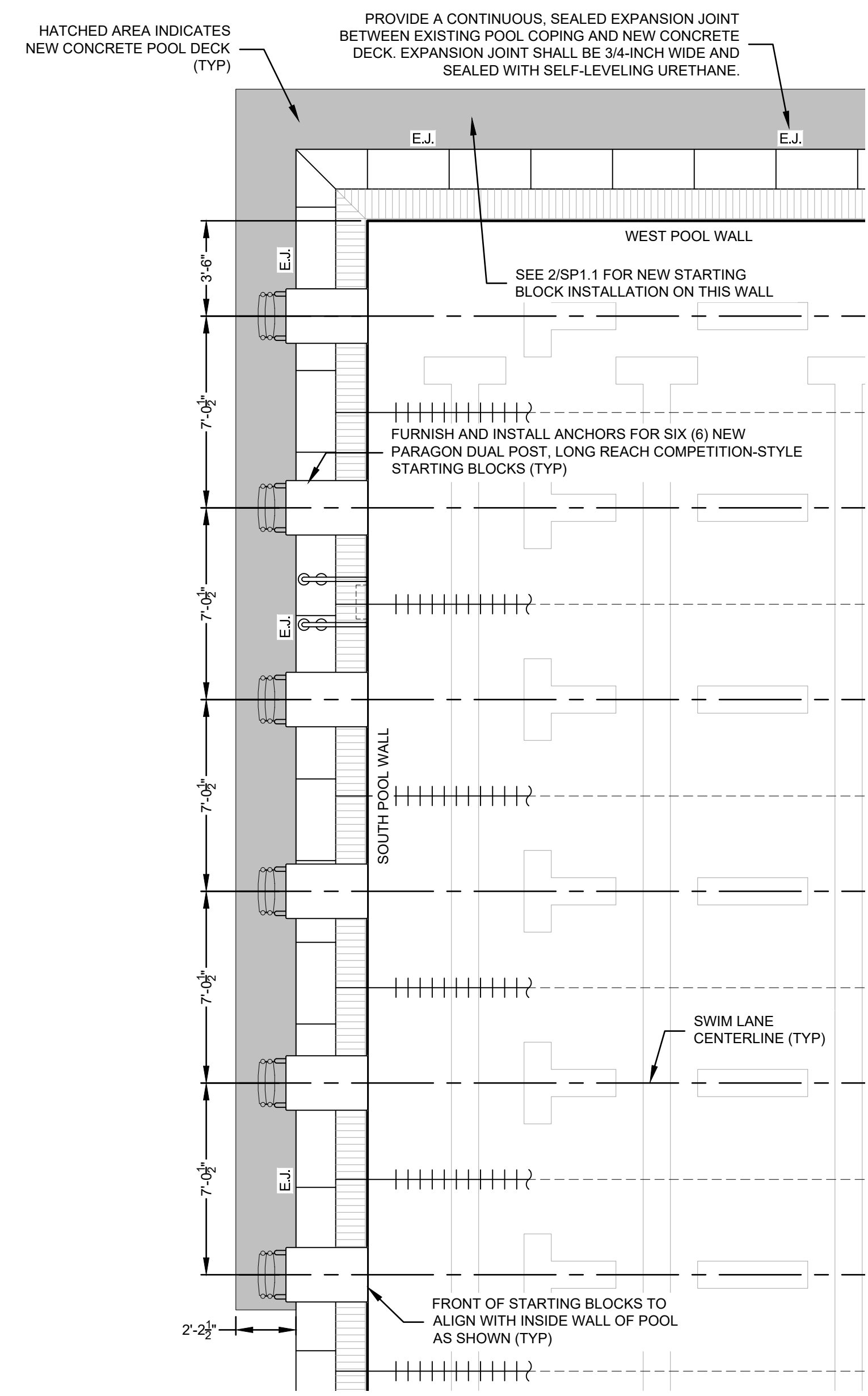
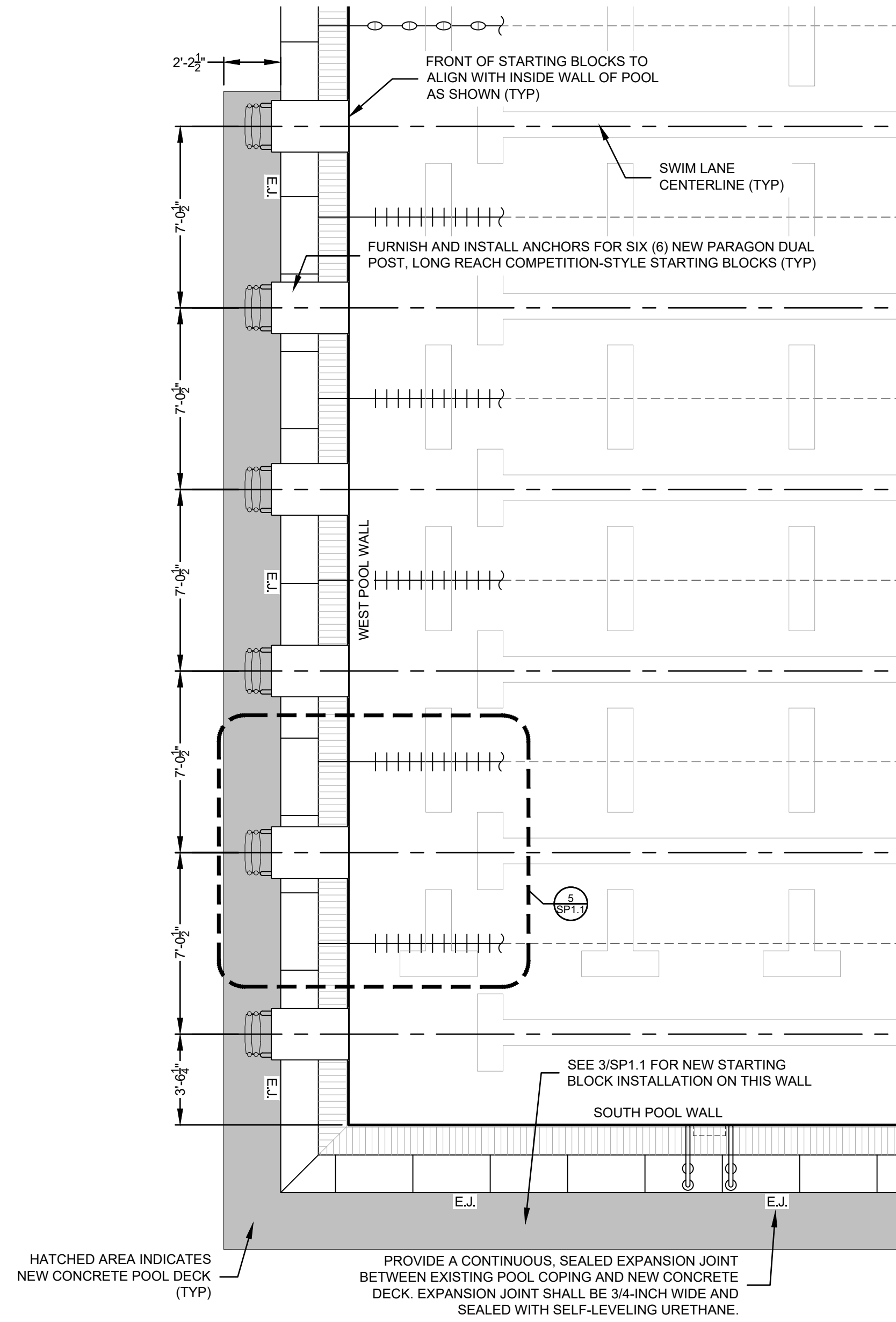
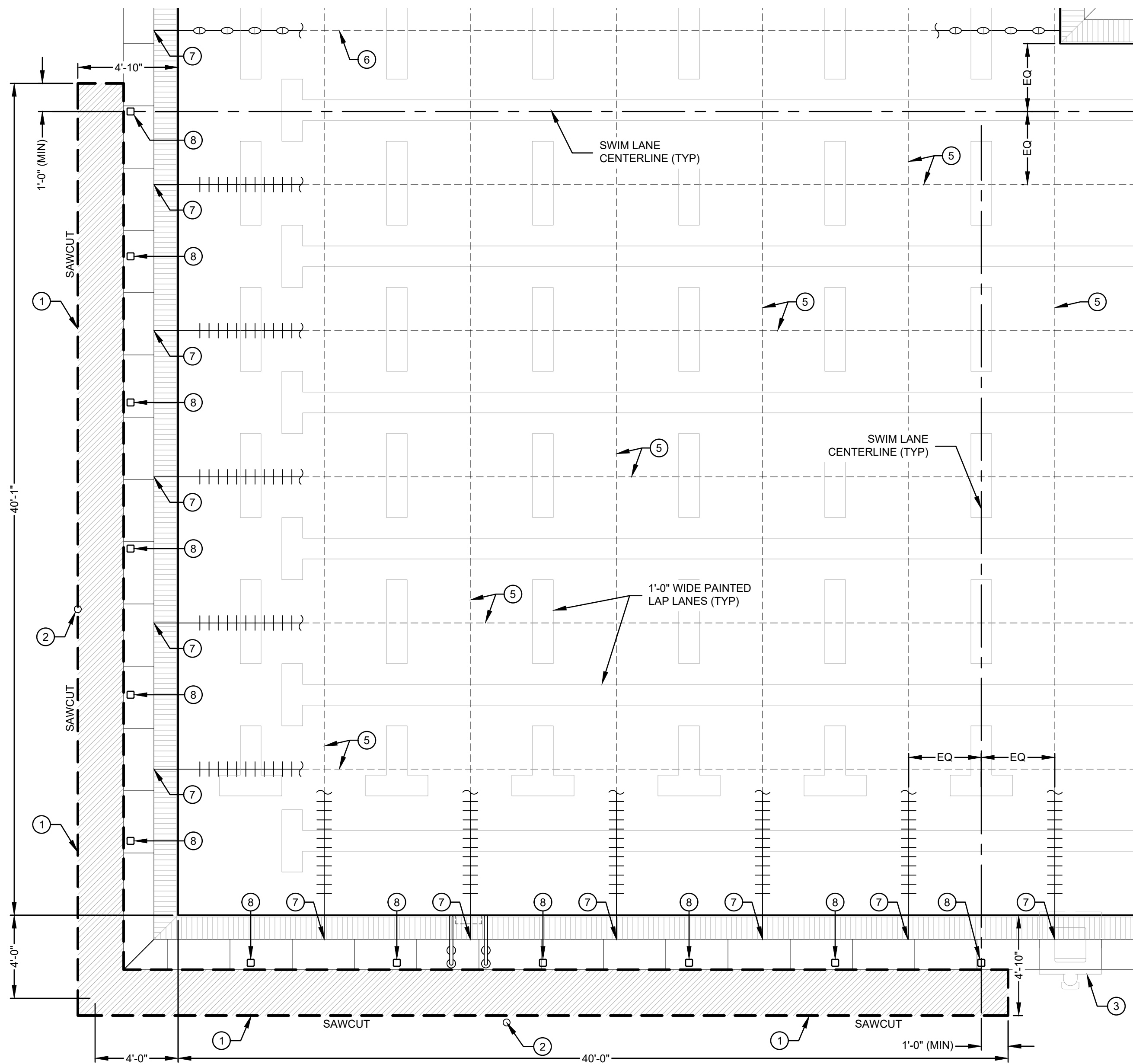
2

OVERALL SITE PLAN

1

GENERAL NOTES





1 SWIMMING POOL DEMOLITION PLAN

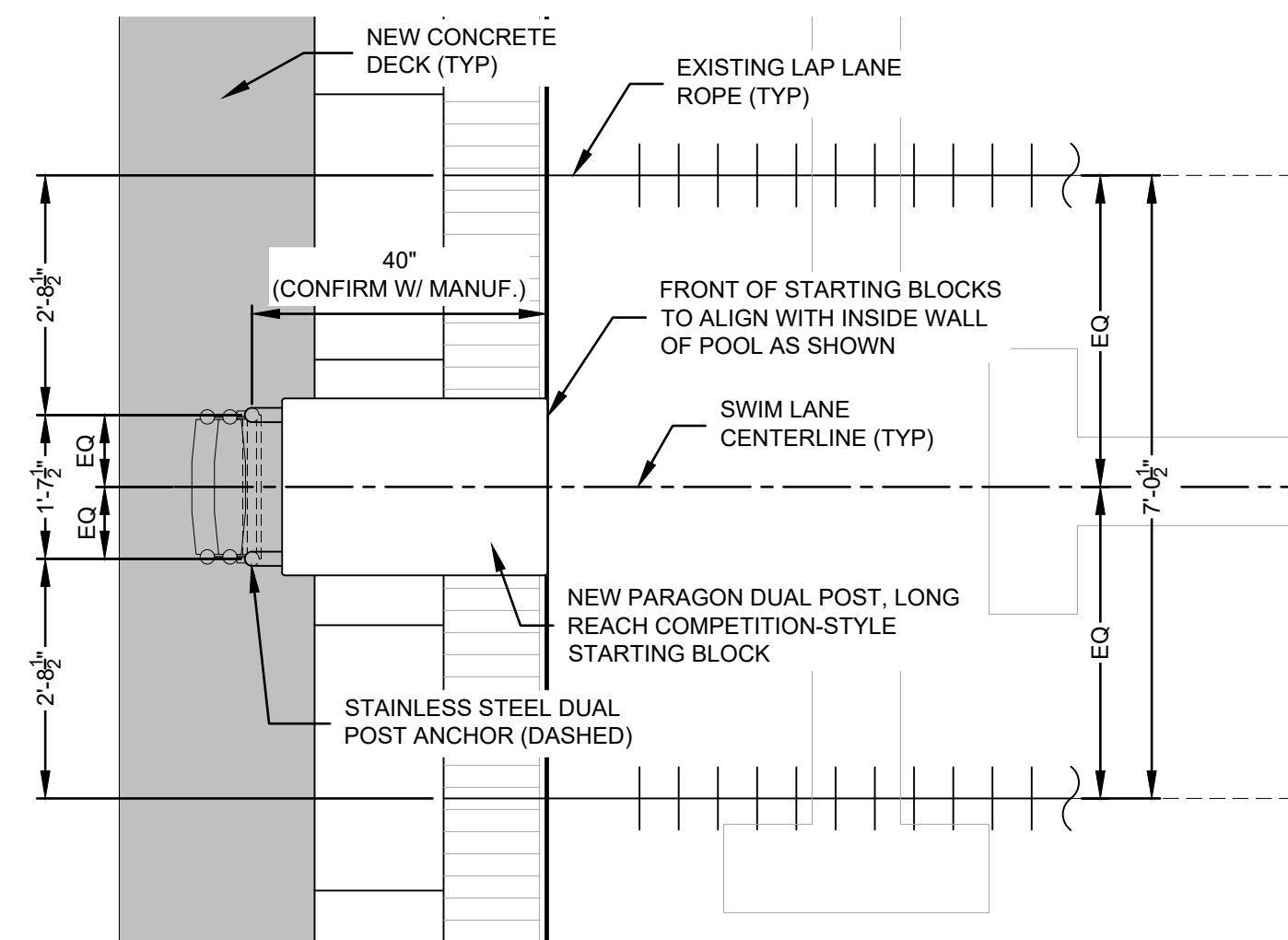


- KEYED NOTES:

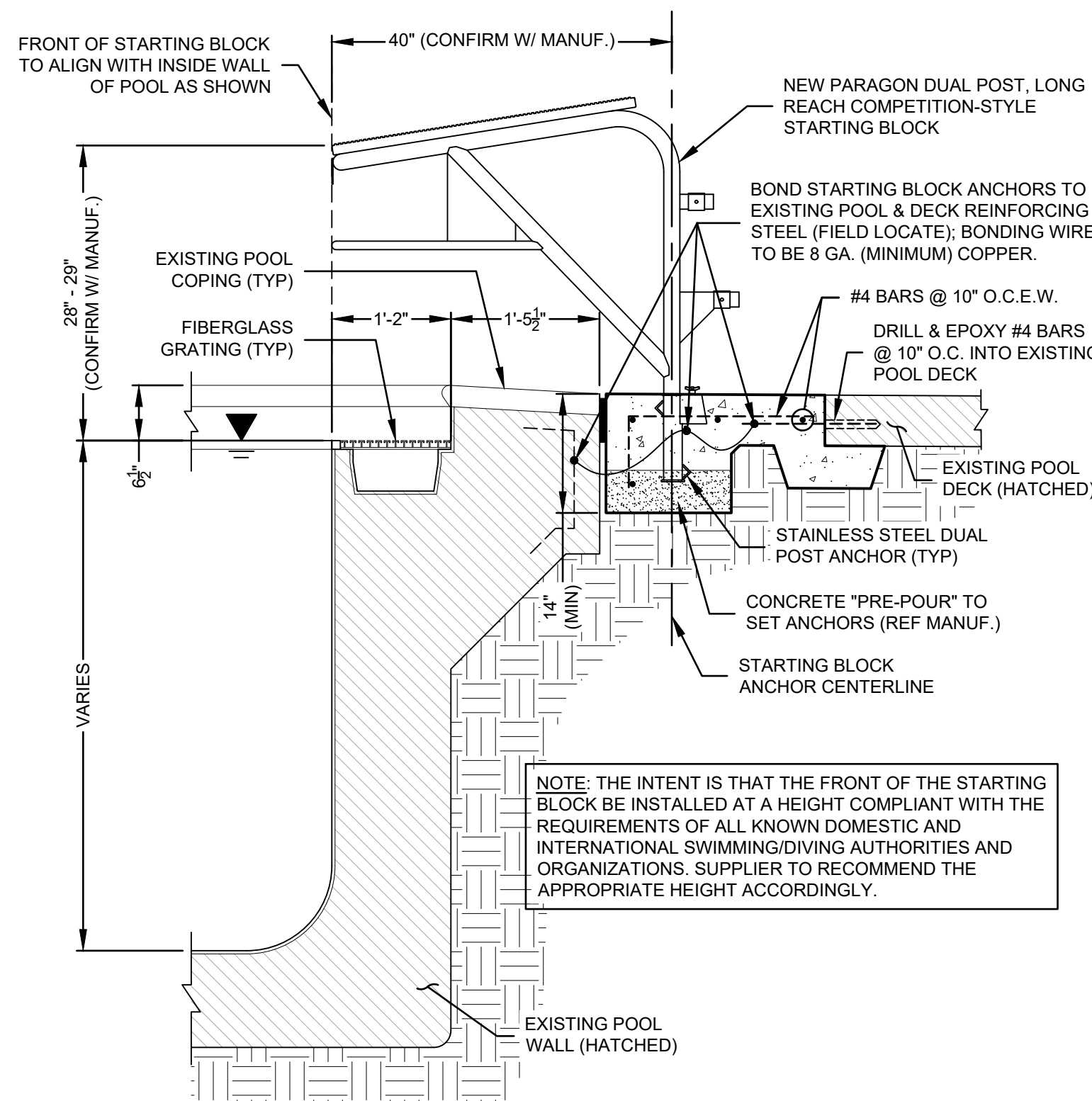
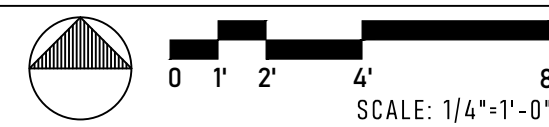
- ① SAWCUT AND REMOVE PORTIONS OF EXISTING POOL DECK (HATCHED)
- ② BACKSTROKE STANCHION ANCHOR (TO REMAIN; CONTRACTOR TO PROTECT DURING POOL RENOVATIONS)
- ③ EXISTING LIFEGUARD STAND (TO REMAIN; CONTRACTOR TO PROTECT DURING POOL RENOVATIONS)
- ④ EXISTING GRAB RAILS & EMBEDDED STEPS (TO REMAIN; CONTRACTOR TO PROTECT DURING POOL RENOVATIONS)
- ⑤ EXISTING LAP LANE ROPES (DASHED FOR CLARITY)
- ⑥ EXISTING FLOAT ROPE AT TRANSITION TO DEEP END (DASHED FOR CLARITY)
- ⑦ EXISTING CUP HOOK ANCHORS FOR LANE AND FLOAT ROPES (TO REMAIN)
- ⑧ FILL EXISTING STARTING BLOCK ANCHORS WITH SIKAFLEX OR SIMILAR (COORDINATE W/ CITY OF CORTEZ)

GENERAL NOTES:

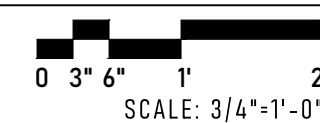
1. CONTRACTOR SHALL USE CAUTION SO AS NOT TO DAMAGE EXISTING POOL PLUMBING, STRUCTURE, OR APPURTENANCES DURING RENOVATIONS.
2. POOL DIMENSIONS SHOWN ARE APPROXIMATE BASED ON FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION.
3. PROTECT ANY EXISTING DECK DRAINS AND DECK DRAIN PIPING DURING RENOVATIONS.
4. CONTRACTOR SHALL MINIMIZE SAWCUTS AND REMOVAL OF POOL DECK DURING DEMOLITION. INTENT IS THAT EXISTING POOL COPING AND POOL WALLS ARE TO REMAIN.
5. CONTRACTOR TO INSTALL (12) TOTAL DUAL POST ANCHORS FOR STARTING BLOCKS - (6) FOR THE "WEST" SIDE; (6) FOR THE "SOUTH" SIDE OF THE POOL. A TOTAL OF (6) STARTING BLOCKS WILL BE PROVIDED.



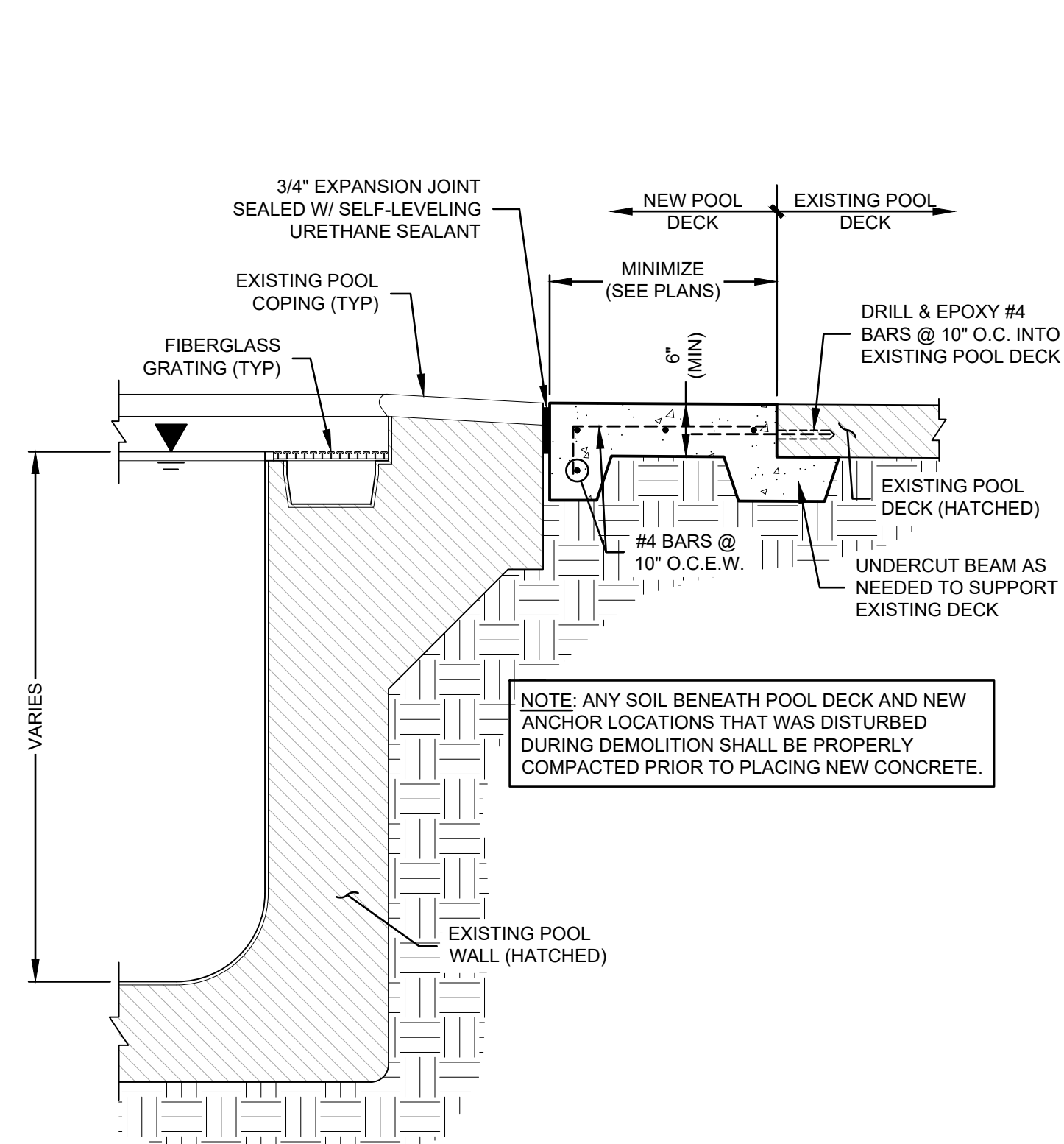
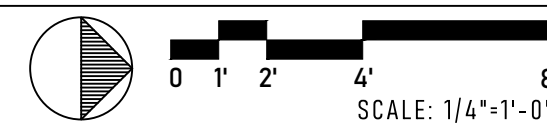
2 RENOVATION PLAN - WEST



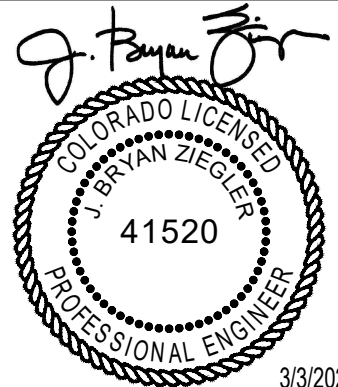
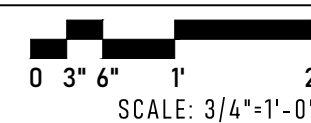
6 STARTING BLOCK DETAIL



3 RENOVATION PLAN - SOUTH



7 TYP. DECK REPAIR DETAIL





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

April 12, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Vern Knuckles, Chief of Police

SUBJECT: Ordinance No. 1299, Series 2022

BACKGROUND

Generally, the City of Cortez has purchased four new police vehicles per year. The problem currently facing the police department is that our agency did not receive replacement vehicles for two consecutive years (2020 and 2021) due to a budget freeze implemented in anticipation of a revenue shortage caused by COVID-19. This circumstance has resulted in increasing vehicle maintenance costs and lengthy vehicle repair times for our rapidly aging fleet.

- In 2021, two patrol vehicles required substantial repairs. Unit #488 began having engine problems in May 2021. After three trips to the Ford dealership in Cortez, one trip to the Ford dealership in Durango, numerous trips to the service center, and a used engine that had to be picked up in New Mexico. Unit #488 went out of service in October 2021 and remains out of service.

- In 2021, Unit #487 experienced similar issues as unit #488. After numerous trips to the Ford dealership in Cortez and the service center, unit #487 went out of service in December 2021 to replace the top end of the motor. Unit #487 was recently brought back into service at the end of February 2022.

These two cases are the worst case. However, many other police vehicles are experiencing mechanical issues that require them to be out of service for several days for repairs.

In 2022, the vehicle manufacturer canceled the order for three new police vehicles we expected to receive in 2022. The cancellation left the police department two vehicles short in the Patrol Division and will delay the replacement of our evidence van. Combined with the two vehicles that were out of service, the police department was looking at being forced to share vehicles and exacerbating the high mileage problem (which results in increased maintenance frequency and higher costs). To help, the City moved two 2019 Dodge 1500 Special Service Vehicles (SSV) into the police department patrol fleet. One vehicle came from Public Works and the other from the police department Administration Division. The City then purchased two non-police-rated vehicles locally to replace the Public Works and Police Administration vehicles, helping prevent further replacement issues.

However, the police department needs to replace six vehicles with mileage ranging from 80,000 to 97,000 miles. Currently, 20% of the police department fleet has over 80,000 miles, and 40% of the fleet has over 60,000 miles. The police department has reached a point wherein the condition of our fleet is creating a substantial maintenance issue. Besides increased maintenance costs associated with an aging fleet, employee safety concerns exist. Police vehicles are often operated under what the manufacturers term "extreme" conditions due to expedited responses to in-progress crimes, catching up to violators to conduct traffic stops, sudden acceleration and stopping, making sharp U-turns, and the realities of driving in an urban environment. By not purchasing police vehicles for two years in a row, we find ourselves in critical need of replacement vehicles.

ISSUES

The City of Cortez has typically allotted the police department at least three police vehicles annually, approximately \$135,000.00 for vehicles alone. However, we need to replace six vehicles in 2023 and 13 by 2024. To accomplish this, staff recommends that the City lease the new vehicles, including the cost of up-fitting

them with emergency equipment. However, there is an ongoing cost for the lease option, which will require a commitment from the Council to fund the lease for a designated term of 3, 4, or 5 years, depending on the specific lease option selected. However, after speaking with the City Manager and City Finance Director, the consensus is that a lease program would be feasible and preferable under our current circumstances.

The staff has sought input from other governments currently leasing police vehicles and several financing and leasing companies to obtain quotes and financing options. Below is a brief breakdown of the vehicle costs and payment options from the three preferred finance companies (also attached to the Council packet). The agency will replace four (4) patrol vehicles and two (2) investigation vehicles. The total cost for all six (6) vehicles, including up-fit, is \$358,642.02. Below is the cost breakdown for one (1) vehicle.

	Vehicle Base Price	Up-fit Cost	Discount	Total
Patrol Vehicle	\$49,616.00	\$24,538.37	-\$9,656.00	\$64,498.37
Investigations Vehicle	\$49,872.00	\$10,139.27	-\$9,687.00	\$50,324.27

Below are the Annual, semi-annual, and quarterly payments and Annual Percentage Rate (APR) charged based on four-year lease terms.

	Annual	Semi-annual	Quarterly	APR
Kansas State Bank	\$92,251.69	\$46,125.84	\$23,062.92	2.89%
GM Financial	\$93,684.46		\$23,421.11	4.488%
Republic First National	\$92,341.35	\$46,170.67	\$23,085.33	2.99%

At the end of the lease period, the City of Cortez can sell the vehicle back to the leasing company, retain the vehicle for other City use, or sell the vehicle to another entity. There is no mileage or use restrictions.

FISCAL IMPACTS

When you compare annual lease payments of \$92,251.69 to a one time purchase of \$358,642.02 the City will save \$266,390.33 in up front costs.

In 2021 the Police Department also paid \$86,842.22 in vehicle repairs to the Shop Fund. This does not count additional repair costs paid to other dealerships in the area. Leasing new vehicles will virtually eliminate these repair costs. Leasing new vehicles will also ensure the vehicles will be available in a timely manner, thus eliminating supply chain issues and year long delays associated with purchasing vehicles.

By combining the up front cost savings with the savings in equipment repairs the City will defer cost of \$353,232.55 in the first year.

RECOMMENDATION

Staff recommends that the City Council approve on first reading Ordinance No. 1299, Series 2022, approving Built Year Agreement with Kansas State Bank (Government Obligation Contract with Attachments) and Vehicle Lease, and set for public hearing on April 26, 2022.

Attachments

Attorney Memo and Ordinance
Lease Agreement

MICHAEL F. GREEN, P.C.
PO Box 1466
CORTEZ, COLORADO 81321
(970) 565-6362
FAX (970) 565-9475
mikegreenattorney@gmail.com

TO: Cortez City Council

CC: Vern Knuckles, Drew Sanders, Kelly Koskie, Linda Smith

FROM: Michael F. Green, Michael F. Green P. C., City Attorney

SUBJECT: Ordinance No. 1299 Series 2022

ATTCH: Ordinance No. 1299 Series 2022
Exhibit 1 - KS State Bank Lease Agreement

DATE: April 6, 2022

This memo is confidential and privileged attorney client communication. As such it is not subject to disclosure under the Colorado Open Records Act nor should it be discussed with anyone. The use of this memo is to provide legal advice to a client and as such is privileged and confidential.

Vehicles are difficult to purchase at this time due to various situations with the manufacture of vehicles.

It also appears that at this time leasing rather than purchasing is more financially viable for the City.

At this time, it is necessary to order vehicles, now, for delivery in Summer 2023.

Staff recommends approval of the lease with KS Kansas State Bank by approving Ordinance No. 1299 Series 2022 at first reading and setting same for second reading and public hearing on April 26, 2022.

**ORDINANCE NO. 1299
SERIES 2022**

**AN ORDINANCE APPROVING BUILT YEAR AGREEMENT WITH KS STATE BANK
(GOVERNMENT OBLIGATION CONTRACT WITH ATTACHMENTS)
AND VEHICLE LEASE**

WHEREAS, the City of Cortez wishes to lease rather than purchase vehicles for the Cortez Police Department ; and,

WHEREAS, it is understood by the City that leasing vehicles may be more financially advantageous to the City than purchasing vehicles; and,

WHEREAS, the City has funds available to lease vehicles; and,

WHEREAS, the shortage of existing vehicles makes it necessary to order now for May 2023 delivery.

WHEREAS, municipalities are authorized to enter into long term leases for equipment if concluded by ordinance as per 31.15.801 C.R.S.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the agreement with KS State Bank attached hereto and incorporated herein as Exhibit 1 is approved and the Mayor is authorized to sign same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. This ordinance shall be effective upon publication after final passage.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 26th day of April, 2022, at the hour of 7:30 p.m. in the City Council Chambers in

City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 12th DAY OF APRIL, 2022.

CITY OF CORTEZ

ATTEST:

MICHAEL J. LAVEY, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 26th DAY OF APRIL, 2022.

CITY OF CORTEZ

ATTEST:

MICHAEL J. LAVEY, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

MICHAEL F. GREEN, City Attorney

DOCUMENTATION INSTRUCTIONS

The Instructions listed below should be followed when completing the enclosed documentation. Please sign in blue ink and print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ♦ An authorized individual that is with the Obligor should sign on the first space provided. All original signatures are required for funding.
2. **Exhibit A – Description of Equipment**
 - ♦ Review equipment description. Complete serial number/VIN if applicable.
 - ♦ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ♦ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ♦ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ♦ Type in the date of the meeting in which the purchase was approved.
 - ♦ Print or type the name and title of the Individual(s) who is authorized to execute the Contract.
 - ♦ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where Indicated.
 - ♦ A second authorized individual that is with the Obligor should attest the Resolution where Indicated.
6. **Exhibit E - Officer's Certificate**
 - ♦ Sign and print name and title
 - ♦ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ♦ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ♦ Sign and print name and title
 - ♦ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ♦ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ♦ Sign and print name and title
11. **Insurance Requirements**
 - ♦ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ♦ Complete form and attach a voided check
13. **8038G IRS Form**
 - ♦ Please read 8038 Review Form
 - ♦ In Box 2, type Employer Identification Number
 - ♦ Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by July 29, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligor or its assignees; then Obligor or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
 KS StateBank
 2627 KFB Plaza, Suite 202E
 Manhattan, Kansas 66503

Exh 1



2827 KFB PLAZA, SUITE 202E | 785-587-4000
MANHATTAN, KS 66503

SENT VIA EMAIL: KKOSKIE@CORTEZCO.GOV

March 30, 2022

Ms. Kelly Koskie
City of Cortez, Colorado

Re: Financing for City of Cortez, Colorado for Four (4) 2023 Chevrolet Tahoe Vehicles with Patrol Upfitting and Two (2) 2023 Chevrolet Tahoe Vehicles with Investigation Upfitting

Dear Ms. Koskie:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through April 14, 2022.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligatee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Danielle Yordy
Client Relations

GOVERNMENT OBLIGATION CONTRACT

CO SFP Non-App BQ VPA

Obligor
City of Cortez, Colorado
123 Roger Smith Avenue
Cortez, Colorado 81321

Obligee
KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, KS 66505-0069

Dated as of April 26, 2022

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligor as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment

pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligor as provided herein and conveyed to Obligor or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligor as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligor as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligor as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligor, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or effected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or effected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignees. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusion. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the Initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligor based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligor shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligor and Obligor.

XI. Miscellaneous

Section 11.01 Notice. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addends, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addend, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Cortez, Colorado

KS StateBank

Signature

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

Printed Name and Title

Schedule (01)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Four (4) 2023 Chevrolet Tahoe Vehicles with Patrol Upfitting and Two (2) 2023 Chevrolet Tahoe Vehicles with Investigation Upfitting

Physical Address of Equipment after Delivery : _____

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Date of First Payment: April 26, 2023
Original Balance: \$322,777.82
Total Number of Payments: Four (4)
Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	26-Apr-23	\$86,939.81	\$9,844.72	\$77,095.09	\$247,105.73
2	26-Apr-24	\$86,939.81	\$7,493.32	\$79,446.49	\$166,961.33
3	26-Apr-25	\$86,939.81	\$5,070.20	\$81,869.61	\$84,612.96
4	26-Apr-26	\$86,939.81	\$2,573.18	\$84,366.63	\$0.00

City of Cortez, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

- 1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
- 2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
- 3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
- 4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) Immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Cortez, Colorado

Signature

Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of April 26, 2022, between City of Cortez, Colorado (Obligor) and KS StateBank (Obligee).
- 2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

- 1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 2. Obligor has obtained insurance coverage as required under the Contract from an Insurer qualified to do business in the State.
- 3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
- 4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
- 5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Cortez, Colorado

Signature

Printed Name and Title

Schedule (01)

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dyordy@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Cortez, Colorado

Signature

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Cortez, Colorado.

City of Cortez, Colorado

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
- 2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of Cortez, Colorado

Signature

Printed Name and Title

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

Insured:	Certificate Holder:
City of Cortez, Colorado	KS StateBank
123 Roger Smith Avenue	1010 Westloop, P.O. Box 69
Cortez, Colorado 81321	Manhattan, Kansas 66505-0069

- Please forward certificate as soon as possible to:** Email: dyordy@ksstate.bank
or
Fax: (785) 587-4016

City of Cortez, Colorado

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3360258	Payment Amount \$86,939.81	Frequency of Payments Annual
Beginning Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Cortez, Colorado	
Signature	Printed Name and Title
Tax ID Number 84-6000646	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Form **8038-G**
(Rev. September 2018)**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Part I Reporting Authority**If Amended Return, check here ► ☐

1 Issuer's name City of Cortez, Colorado		2 Issuer's employer identification number (EIN) 84-6000646
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 123 Roger Smith Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Cortez, Colorado 81321		7 Date of issue 04/26/2022
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Vern Knuckles, Chief of Police		10b Telephone number of officer or other employee shown on 10a (970) 564-2230

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Six (6) 2023 Chevrolet Tahoe Vehicles	18	322,777	82
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/26/2026	\$ 322,777.82	\$ 322,777.82	31.768 years	3.027 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	322,777	82
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	0	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	322,777	82

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC (MM/DD/YYYY)			
c	Enter the name of the GIC provider			
37	Pooled financings. Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond (MM/DD/YYYY)			
c	Enter the EIN of the issuer of the master pool bond			
d	Enter the name of the issuer of the master pool bond			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider			
c	Type of hedge			
d	Term of hedge			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement.			
b	Enter the date the official intent was adopted (MM/DD/YYYY)			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative		Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	H. Evan Howe 2022.03.31 09:39:22-05'00'	03/30/2022		P01438994
	Firm's Name Baystone Financial LLC		Firm's EIN 48-1223987		
	Firm's Address 10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no. (800) 752-3562		



2627 KFB PLAZA, SUITE 202E | 785-587-4000
MANHATTAN, KS 66503

SENT VIA EMAIL: KKOSKIE@CORTEZCO.GOV

March 30, 2022

Ms. Kelly Koskie
City of Cortez, Colorado

Re: Financing for City of Cortez, Colorado for Four (4) 2023 Chevrolet Tahoe Vehicles with Patrol Upfitting and Two (2) 2023 Chevrolet Tahoe Vehicles with Investigation Upfitting

Dear Ms. Koskie:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through April 14, 2022.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Danielle Yordy
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. **Please sign in blue ink and print on single sided paper only.** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. **All original signatures are required for funding.**
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by July 29, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Cortez, Colorado
123 Roger Smith Avenue
Cortez, Colorado 81321

Obligee
KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, KS 66505-0069

Dated as of April 26, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment

pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Oblige or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Oblige or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Oblige shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Oblige shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Oblige hereunder have been received, Oblige will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Oblige as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Oblige, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligor based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligor shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligor and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Cortez, Colorado

KS StateBank

Signature

Printed Name and Title

Signature
Jaymie Paavola-Luckert, Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Four (4) 2023 Chevrolet Tahoe Vehicles with Patrol Upfitting and Two (2) 2023 Chevrolet Tahoe Vehicles with Investigation Upfitting

Physical Address of Equipment after Delivery :

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Date of First Payment: April 26, 2023
 Original Balance: \$322,777.82
 Total Number of Payments: Four (4)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	26-Apr-23	\$86,939.81	\$9,844.72	\$77,095.09	\$247,105.73
2	26-Apr-24	\$86,939.81	\$7,493.32	\$79,446.49	\$166,961.33
3	26-Apr-25	\$86,939.81	\$5,070.20	\$81,869.61	\$84,612.96
4	26-Apr-26	\$86,939.81	\$2,573.18	\$84,366.63	\$0.00

City of Cortez, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Cortez, Colorado

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of April 26, 2022, between City of Cortez, Colorado (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Cortez, Colorado

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dyordy@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Cortez, Colorado

Signature

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Cortez, Colorado.

City of Cortez, Colorado

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of April 26, 2022, between KS StateBank (Obligee) and City of Cortez, Colorado (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of Cortez, Colorado

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Cortez, Colorado
123 Roger Smith Avenue
Cortez, Colorado 81321

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Four (4) 2023 Chevrolet Tahoe Vehicles with Patrol Upfitting and Two (2) 2023 Chevrolet Tahoe Vehicles with Investigation Upfitting
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$10,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$358,642.02.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Email: dyordy@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Cortez, Colorado

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3360258	Payment Amount \$86,939.81	Frequency of Payments Annual
Beginning <u> </u> Month <u> </u> Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Cortez, Colorado	
Signature	Printed Name and Title
Tax ID Number 84-6000646	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Cortez, Colorado		2 Issuer's employer identification number (EIN) 84-6000646	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 123 Roger Smith Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Cortez, Colorado 81321		7 Date of issue 04/26/2022	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Vern Knuckles, Chief of Police		10b Telephone number of officer or other employee shown on 10a (970) 564-2230	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Six (6) 2023 Chevrolet Tahoe Vehicles	18	322,777 82
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>
19 If obligations are BANs, check only box 19b	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	►	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/26/2026	\$ 322,777.82	\$ 322,777.82	31.768 years	3.027 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23	322,777	82	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00	
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29 Total (add lines 24 through 28)	29	0	00	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	322,777	82	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	► years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	► years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	►

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ▶ _____			
d	Enter the name of the issuer of the master pool bond ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name H. Evan Howe	Preparer's signature <i>H. Evan Howe</i> 2022.03.31 09:39:22-05'00'	Date 03/30/2022	Check <input type="checkbox"/> if self-employed	PTIN P01438994
Firm's Name ▶ Baystone Financial LLC		Firm's EIN ▶ 48-1223987		
Firm's Address ▶ 10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no. (800) 752-3562		