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**CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, APRIL 26, 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 April 12, 2022.
- b. Expenditure List for April 26, 2022 City Council Meeting
- c. Approval of a renewal Medical Marijuana Center/On Site Optional Premises Cultivation License for Mountain Annie's, LLC, located at 310 East Main Street, Cortez.
- d. Approval of a renewal Retail Marijuana Store/Retail Marijuana Cultivation License for Mountain Annie's, LLC, located at 310 East Main Street, Cortez.
- e. Approval of a renewal Fermented Malt Beverage Liquor License for Worldwide Restaurant Corporation, DBA Pizza Hut of Cortez, located at 1119 East Main Street, Cortez.
- f. Approval of a renewal Fermented Malt Beverage Liquor License for Paragon Business Investments, LLC, DBA Gopher Food & Fuel, located at 2410 Fairway Drive, Cortez.
- g. Approval of a renewal Hotel and Restaurant Liquor License with one optional premise for Rudosky Golf LLC, DBA Conquistador Golf Course, located at 2018 North Dolores Road, Cortez.
- h. Approval of a Special Events Permit to Cortez Celtic Fair to host an event on Saturday, June 25, 2022, at Parque de Vida, located at 400 N. Mildred Rd., Cortez
- i. March 2022 Financial Statements

**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. PUBLIC HEARINGS

a. Ordinance No. 1299, Series 2022

Council will consider approving on second reading Ordinance No. 1299, Series 2022, approving Built Year Agreement with Kansas State Bank (Government Obligation Contract with Attachments) and Vehicle Lease.

**Presenter:** Vern Knuckles, Chief of Police

5. PRESENTATIONS

a. Thank you and Goodbye to Mayor Michael Lavey and Councilmember Orly Lucero.

b. Oath of Office for New Councilmembers: Lydia DeHaven, Robert Dobry, Matt Keefauver, and Dennis Spruell

c. Nomination for Mayor.

d. Nomination for Mayor Pro-tem.

e. Council will consider granting permission to the City Clerk to shred the paper ballots, if any are used, for the Election of Mayor and Mayor Pro-tem.

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. Bid Results on the 2022 Mildred Road Street and Water Project (PW-2-01-SW)

Council will consider awarding the bid for the 2022 Mildred Road Street and Water Project to D&L Construction at a bid price of \$1,261,220.00.

**Presenter:** Brian Peckins, Director of Public Works

b. Bid Results on the South Sligo Street Reconstruction Project (PW-22-02-S).

Council will consider awarding the bid for the 2022 Sligo Street Reconstruction Project to D&L Construction at their bid price of \$871,675.00.

**Presenter:** Brian Peckins, Director of Public Works

c. Bid Results on the 2022 Street Striping Project

Council will consider awarding the bid for the 2022 Street Striping Project to Branson Traffic Control Co., Inc., at their bid price of \$44,094.00 with the escalation clause for three years.

**Presenter:** Brian Peckins, Director of Public Works

- d. Request to purchase Cortez Area Chamber of Commerce membership to help sustain business-support efforts by our partner

Council will consider approving the purchase of a Cortez Area Chamber of Commerce Membership in the amount of \$850, paid for out of the Council contingency expense line.

**Presenter:** Rachael Marchbanks, Community and Economic Development Director

- e. Resolution 13, Series 2022 -- Land Acquisition -- 1002 E. Empire Street, Cortez, Colorado

Council will consider approving Resolution 13, Series 2022 authorizing the purchase of land known as 1002 E. Empire St., Cortez, Colorado, pursuant to the purchase agreement, for the amount of \$105,298.50.

**Presenter:** Drew Sanders

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. Council will adjourn to Executive Session to discuss the selection process for a new City Attorney under C.R.S Section 24-6-402(4)(e), wherein Council will hear from recruiting firm Columbia LTD. A discussion will be held regarding a possible business agreement or partnership with a local utility under C.R.S Section 24-6-402(4)(e). Council will also hold a discussion on purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a).

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](mailto: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 26, 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 April 12, 2022.

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**Attachments**

Worksession Minutes  
Council Minutes

CORTEZ CITY COUNCIL  
REGULAR WORKSHOP/SPECIAL MEETING  
TUESDAY, APRIL 12, 2022

The Council Worksession for April 12, 2022, was not held

CITY COUNCIL  
REGULAR MEETING  
TUESDAY, APRIL 12, 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, Mayor Pro-tem Rachel Medina, Robert Dobry, Matthew Keefauver, Orly Lucero, David Rainey, and Arlina Yazzie. Staff present included Director of Public Works Brian Peckins, Assistant Chief of Police Andy Brock, Director of Parks and Recreation Creighton Wright, Recreation Supervisor Rosa Dimon, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, and City Attorney Mike Green. There were eight 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 22, 2022.
  - b. Approval of the Expenditure List for April 12, 2022.
  - 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 for Humanity of Montezuma County for a fundraiser event on Friday, April 22, 2022, at the Montezuma County Annex, located at 107 North 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.

Councilmember Dobry moved that the Consent Agenda be approved with the removal of item c, Special Events Permit for the Cortez Retail Enhancement Association. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

Councilmember Yazzie moved that Council approve item c, Special Event 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. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

\*Councilmember Dobry recused himself from the vote due to a possible conflict-of-interest.

3. CITIZEN PARTICIPATION – None.

4. PRESENTATIONS

a. Child Abuse Awareness Month Proclamation. Councilmember Yazzie stated that she supports the proclamation as she is a member of the Child Maltreatment Prevention Action Team with the Health Department. She reviewed statistics for Montezuma County regarding child abuse, neglect and maltreatment and commented that, the more people are aware, the more chance there is for protecting the children of our community. She spoke about upcoming training provided by the Four Corners Child Advocacy Center for anyone interested in attending. Mayor Lavey read the proclamation designating the month of April as Child Abuse Awareness Month.

b. National Public Safety Telecommunicators Week Proclamation. Mayor Lavey stated that the Cortez Police Department and the Cortez Communication Center (Dispatch) are celebrating April 10-16, 2022, as National Public Safety Telecommunicators Week. He read the proclamation for the record and thanked the dispatchers, firefighters, and police for their service to the community noting that public safety telecommunicators are the first and most critical contact our citizens have with emergency service.

c. Arbor Day Proclamation. Recreation Supervisor Dimon stated that this year the City of Cortez will celebrate their 30<sup>th</sup> year as a Tree City USA member. She spoke about the Arbor Day celebration which includes a fun educational day for 4<sup>th</sup> graders in the community. She stated that the students may participate in a poster contest and each student receives a tree sapling. Mayor Lavey read the Arbor Day Proclamation declaring Arbor Day as Thursday, April 28, 2022, in the City of Cortez. He urged all citizens to support efforts to care for our trees and woodlands and to support the City's community forestry program.

5. PUBLIC HEARINGS – None.

6. UNFINISHED BUSINESS – None.

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. Director of Parks and Recreation Wright stated that the splash pad at the Cortez Outdoor Municipal Pool provides dumping buckets and ground-mounted spray features that allow children to experience the cooling water without getting into the pool. He stated that the controller stopped working two years ago and staff had included in the 2022 budget \$14,000 to replace the controller. He stated that CEM Sales and Service is the original manufacturer's local sales and repair vendor and have given a quote to fix the controller in the amount of \$14,754. He stated that the additional amount (\$754) can be absorbed within the Parks and Recreation budget. He stated that staff recommends that the sole source contract be awarded to CEM Sales and Service so the splash pad controller may be fixed. In answer to a question from Councilmember Dobry, Director of Parks and Recreation Wright stated that the original controller was corroded due to some chemicals being stored in the same room. He stated that the new controller comes with a warranty but he would need to get back to Council on the length of that



warranty.

Mayor Pro-tem Medina moved that Council approve 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. Councilmember Rainey seconded the motion, and the vote was as follows:

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

b. Award a Construction Contract to Install Starting Blocks at the Cortez Outdoor Municipal Pool. Director of Parks and Recreation Wright stated that the outdoor pool, which is the only outdoor 50-meter pool on the Western Slope, provides unique opportunities for recreational open swim, swim lessons, and recreational and competitive swim team experiences. He stated that the City's organized swim team (Cortez Water Dragons) hosts one annual swim meet at the Cortez Outdoor Municipal Pool the first week in June and occasionally a second State Championship swim meet (which this year will be in Cortez in August). He stated that the starting blocks at the Outdoor Pool need replaced and the Cortez Water Dragons have entered into an agreement whereby the Cortez Water Dragons would purchase, install, maintain, and donate the new starting blocks. He stated that a bid request was published on March 23, 2022 for the installation of the starting blocks and one bid was received in the amount of \$9,208 from B & B Concrete. He stated that the Cortez Water Dragons have agreed to split the cost of the demolition of the old blocks and installation of the new blocks. It was noted that the project amount was budgeted for in the 2022 Budget. Bill Marty, Vice-President of the Cortez Water Dragons, thanked the City for the support and commented that eight children are swimming in the afternoon and ten children are participating in the masters program. He stated that the program continues to grow. Discussion was held on the maintenance of the starting blocks which Director of Parks and Recreation Wright noted does not require much other than keeping the caps over the anchors so the anchors don't collect water over the winter.

Councilmember Keefauver moved that Council award a construction contract to install starting blocks at the Cortez Outdoor Municipal Pool to B & B Concrete in the amount of \$9,208. Councilmember Dobry seconded the motion, and the vote was as follows:

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

c. Ordinance No. 1299, Series 2022. Assistant Chief of Police Brock stated that staff is requesting the purchase of six vehicles through a lease program. He stated that the Police Department has not received 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. He stated the circumstance has resulted in increasing vehicle maintenance costs and lengthy vehicle repair times for the aging fleet. He spoke about the repair expenses of current Police Department vehicles and noted that 20% of the Police Department fleet has over 80,000 miles and 40% has over 60,000 miles. He stated that staff is recommending that the City lease new vehicles which will require an ongoing cost to the City for four years. He spoke about the bids received for the interest rate noting that Kansas State Bank (2.89%) was the low bid for the financing rate. He stated that staff recommends that Council approve Ordinance No. 1299, Series 2022, on first reading and set for

public hearing on April 26, 2022. Mayor Pro-tem Medina spoke about the Board of County Commissioners meeting in which it was noted that the County is having trouble receiving vehicles through the leasing program. Assistant Chief Brock stated that staff has been told that the vehicles will be provided to the smaller agencies before the larger agencies receive their allotment. Councilmember Yazzie commented that the amount being allotted for vehicle purchase is over the usual allotment of \$135,000 annually. Assistant Chief Brock confirmed that the amount is over the allotted amount as it is for six vehicles instead of three vehicles, but noted the amount will be spread out over a four year contract. Discussion was held on selling the older police vehicles or repurposing them in other City departments.

Mayor Pro-tem Medina moved that 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. Councilmember Yazzie seconded the motion, and the vote was as follows:

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

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER’S REPORT - None.

11. CITY COUNCIL COMMITTEE REPORTS

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

b. Murdered and Missing Indigenous Women. Mayor Lavey spoke about the visit from members of the Murdered and Missing Indigenous Women group to Cortez last week. He stated that great discussion was held with the members of the group and the City looks forward to working with the group in the future.

12. OTHER ITEMS OF BUSINESS – None.

13. PUBLIC PARTICIPATION – None.

The regular meeting was adjourned at 8:10 p.m.

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Michael J. Lavey, Mayor

ATTEST:

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Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 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 26, 2022 City Council Meeting

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**Attachments**

Expenditure List

## EXPENDITURE LIST FOR WEEK ENDING APRIL 15, 2022

Deartment	Vendor Name	Description	Amount
City Council	PIONEER PRINTING	PUBLIC PARTICIPATION POLICY CARDS	\$ 65.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 18.75
	SGM INC.	Professional Services - Engineering Services - Band	\$ 1,944.00
		Total	\$ 2,027.75
Human Resources	PIONEER PRINTING	RELEASE OF LIABILITY FORMS	\$ 212.00
		Total	\$ 212.00
Municipal Court	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-NEZ	\$ 40.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-FIRST APPEARANCE	\$ 80.00
		Total	\$ 120.00
City Manager	SAMBA HOLDINGS, INC.	USAGE FEE	\$ 145.56
		Total	\$ 145.56
Finance	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	NCSI	APPLICANT PROFILES	\$ 18.50
		Total	\$ 58.50
City Clerk	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 36.98
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 7.80
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.19
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.97
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.97
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 9.36
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 10.14
	SHANE FLETCHER	FIRST QUARTER BENCHMARKING PROGRAM	\$ 100.00
	LINDA SMITH	EMPLOYEE WELLNESS AWARDS - 1ST QUARTER	\$ 680.00
		Total	\$ 870.41
Events	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 56.25
		Total	\$ 56.25
Library	CITY OF CORTEZ	FIBER	\$ 3,503.40
	NCSI	APPLICANT PROFILES	\$ 37.00
	INGRAM LIBRARY SERVICES	BOOKS	\$ 15.59
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.15
	INGRAM LIBRARY SERVICES	BOOKS	\$ 28.47
	INGRAM LIBRARY SERVICES	BOOKS	\$ 32.85
	INGRAM LIBRARY SERVICES	BOOKS	\$ 113.88
	INGRAM LIBRARY SERVICES	BOOKS	\$ 343.95
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 95.97
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Library	\$ 45.50
	SHOWCASES	LIBRARY SUPPLIES	\$ 10.90
	SHOWCASES	LIBRARY SUPPLIES	\$ 84.24

## EXPENDITURE LIST FOR WEEK ENDING APRIL 15, 2022

Deartment	Vendor Name	Description	Amount
	USA TODAY - SUBSCRIBER	UT7136300 SUBSCRIPTION	\$ 29.00
		Total	\$ 4,356.90
City Hall Operations	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall Fire Alarm	\$ 25.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall	\$ 45.50
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 141.00
	CITY OF CORTEZ	FIBER	\$ 599.64
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 615.51
	ATMOS ENERGY	GAS	\$ 886.37
		Total	\$ 2,313.02
Welcome Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Welcome Center	\$ 30.00
	CITY OF CORTEZ	FIBER	\$ 806.76
	ATMOS ENERGY	GAS	\$ 194.71
		Total	\$ 1,031.47
Police Department	LEXIPOL, LLC.	Policy update management	\$ 3,287.76
	LEXIPOL, LLC.	Policy updates - Legacy Renewals Only	\$ 4,691.18
	VERIZON WIRELESS	PHONE	\$ 40.01
	GALL'S LLC	Uniform Shirts	\$ 119.35
	VITAL RECORDS CONTROL	CONTRACTED STORAGE AND SERVICES	\$ 70.59
	CIRSA	CLAIM-DENETDEAL	\$ 25.60
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGE	\$ 152.25
	KUSTOM SIGNALS, INC.	Repair radar unit	\$ 343.68
	GALL'S LLC	Hi Gloss mens shoes	\$ 46.00
	GALL'S LLC	511 s/s polos	\$ 180.00
	GALL'S LLC	511 Stryke pants	\$ 336.76
	TAMI'S CREATIONS	Replace patches/alterations to uniforms	\$ 910.00
	LORI OLIVER	REIMBURSE FOR NOTARY FEE	\$ 10.00
	MONTEZUMA COUNTY SHERIFF	Jail contract - Blanket PO	\$ 900.00
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	ORKIN EXTERMINATING-BRANCH #884	Exterminating service - Blanket po	\$ 175.00
	MANE SHIPPING LLC	SHIPPING CHARGES-POLICE	\$ 32.84
	CITY OF CORTEZ	FIBER	\$ 1,136.52
	ATMOS ENERGY	GAS	\$ 147.86
		Total	\$ 12,699.14
Animal Shelter	DOLORES ANIMAL HOSPITAL	CASTRATION/HYSTERECTOMY	\$ 224.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Animal Shelter	\$ 30.00
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76
	CITY OF CORTEZ	FIBER	\$ 650.20
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 39.90
	SONNY'S APPLIANCE REPAIR & SALES	HEATING ELEMENT/MAINTENANCE KIT	\$ 284.44
		Total	\$ 1,265.30

## EXPENDITURE LIST FOR WEEK ENDING APRIL 15, 2022

Deartment	Vendor Name	Description	Amount
Public Works	B&H PHOTO-VIDEO	Canon 3873V035 36 x 300 ft 24# Plotter paper"	\$ 185.49
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGE	\$ 392.00
	HOLGATE TOOLS & EQUIPMENT REPA	Jumping jack repairs	\$ 129.48
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGE	\$ 10.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 211.54
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 34.20
		Total	\$ 962.71
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	Alarm Services - Outdoor Pool	\$ 22.00
	CITY OF CORTEZ	FIBER	\$ 323.80
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 16.76
		Total	\$ 362.56
Golf Pro	ALPINE SECURITY & ELECTRONICS	Alarm Services - GC Pro Shop	\$ 35.50
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services Pro Shop	\$ 95.99
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services Pro Shop	\$ 95.99
	FIREFLY DESIGNS INC	SANDBLAST/ENGRAVING/APPAREL ARTWORK	\$ 120.95
		Total	\$ 348.43
Golf Course Maint	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 80.00
	NCSI	APPLICANT PROFILES	\$ 18.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Golf Course Maintenance Shop	\$ 45.50
	LE PEW PORTA-JOHNS INC.	Winterization Months	\$ 20.00
	LE PEW PORTA-JOHNS INC.	Fuel Surcharge - 20%	\$ 42.00
	LE PEW PORTA-JOHNS INC.	Delivery/Pickup	\$ 90.00
	LE PEW PORTA-JOHNS INC.	Portolet Rental #16 Tee Monthly	\$ 100.00
	CITY OF CORTEZ	FIBER	\$ 563.80
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 39.90
	ATMOS ENERGY	GAS	\$ 74.66
	MILE HIGH TURFGRASS, LLC	Floratine Pervade Magnum Pellets, 2 per case	\$ 525.00
	MILE HIGH TURFGRASS, LLC	Floratine Retain Max Magnum Pellets, 2 per case	\$ 2,220.00
	WINFIELD UNITED	Gravity L Humic Base 0-0-1 w/8% Humic acid, 2.5 g	\$ 185.00
	WINFIELD UNITED	Insignia Intrinsic Fungicide, 30.5 oz bottle	\$ 1,986.16
	MILE HIGH TURFGRASS, LLC	9171-01 Par Aide PGM 1-9 Red	\$ 169.00
	MILE HIGH TURFGRASS, LLC	930 Par Aide Regulation Putting Cups	\$ 539.75
	PRESTIGE FLAG	Double sided diagonal logo flags w/dirtguard, tube	\$ 744.43
	FOUR STATES TIRE CO.	26.5x14.00-12 ply Turf Tires - GC	\$ 476.17
		Total	\$ 7,919.87
Parks	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 80.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Park Shop	\$ 22.00
	LE PEW PORTA-JOHNS INC.	MONTHLY RENTAL	\$ 1,145.00
	LE PEW PORTA-JOHNS INC.	MONTHLY RENTAL	\$ 1,219.30
	CITY OF CORTEZ	FIBER	\$ 386.68
	ATMOS ENERGY	GAS	\$ 156.10

## EXPENDITURE LIST FOR WEEK ENDING APRIL 15, 2022

Deartment	Vendor Name	Description	Amount
	PIONEER PRINTING	CARPENTER BROCHURES	\$ 22.00
	BELT SALVAGE	METAL	\$ 7.38
	INTERMOUNTAIN FARMERS ASSOC.	GOPHER TRAP WIRE	\$ 44.95
	SLAVENS TRUE VALUE	TORX DECK 18LB BOX	\$ 15.83
	SLAVENS TRUE VALUE	CLAMP	\$ 17.73
	SLAVENS TRUE VALUE	ROPE	\$ 47.30
	SLAVENS TRUE VALUE	GARBAGE CAN	\$ 502.20
	SLAVENS TRUE VALUE	GARBAGE CAN	\$ 502.20
	STOTZ EQUIPMENT	CM200X32APPY Sprayer tank	\$ 1,630.00
	SUPERIOR AUTO	CLAMP/HOSE/BRAKE CLEANER	\$ 8.89
	SUPERIOR AUTO	WIPER BLADE	\$ 24.76
		Total	\$ 5,832.32
Recreation	ALPINE SECURITY & ELECTRONICS	Alarm Services - Softball Complex	\$ 22.00
		Total	\$ 22.00
Planning & Building	OFFICE DEPOT	HP CF410A Print Cartridge, Black	\$ 68.29
	OFFICE DEPOT	HP CF411A Print Cartridge, Cyan	\$ 88.19
	OFFICE DEPOT	HP CF412A Print Cartridge, Yellow	\$ 88.19
	OFFICE DEPOT	HP CF413A Print Cartridge, Magenta	\$ 88.19
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 124.50
		Total	\$ 457.36
Shop	CORTEZ COPY & PRINT	VINYL DECALS	\$ 12.50
	BIG R/JOHN DEERE FINANCIAL	Yeti 125 Cooler	\$ 549.99
	ROBERTS TRUCK CENTER	2506694C1 Ignition key lock blank - Unit 905	\$ 32.16
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 163.00
	CITY OF CORTEZ	FIBER	\$ 256.00
	STAPLES ADVANTAGE	923273 Kleenex facial tissue, 10/pk	\$ 12.74
	STAPLES ADVANTAGE	163352 Legal hanging file folders, 3-tab, 25/box	\$ 15.98
	STAPLES ADVANTAGE	Xerox 106R03393 Toner Cartridge	\$ 79.31
		Total	\$ 1,121.68
Technology	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGE	\$ 705.40
	CENTURYLINK	PHONE	\$ 94.93
		Total	\$ 800.33
Streets	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 44.34
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 50.04
		Total	\$ 94.38
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 110.28
		Total	\$ 110.28
Dispatch	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00

## EXPENDITURE LIST FOR WEEK ENDING APRIL 15, 2022

Deartment	Vendor Name	Description	Amount
		Total	\$ 40.00
Rec Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center Fire Alarm	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center	\$ 30.00
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 250.00
	NCSI	APPLICANT PROFILES	\$ 74.00
	CITY OF CORTEZ	FIBER	\$ 599.64
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 20.16
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 205.78
		Total	\$ 1,201.58
Water	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 1,230.00
	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab testing for Bac-T's	\$ 350.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Water Plant	\$ 30.00
	VERIZON WIRELESS	PHONE	\$ 120.11
	CITY OF CORTEZ	FIBER	\$ 556.00
	HONNEN EQUIPMENT COMPANY	Cutting edge and fasteners for Loader	\$ 759.90
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Locator Notification Charges	\$ 92.30
	VERIZON WIRELESS	PHONE	\$ 40.01
	HOLGATE TOOLS & EQUIPMENT REPA	Pump repair, Honda 1,147.49"	\$ 147.49
	FCI CONSTRUCTORS, INC.	Dig for Service Line Repair	\$ 772.36
	FCI CONSTRUCTORS, INC.	Texas Street Excavation - Excabate and Backfill w/C	\$ 7,436.00
	FCI CONSTRUCTORS, INC.	Add Water Main - Additional 151 LF of Water Main	\$ 7,534.90
	GRAND JUNCTION WINWATER WORKS	STATEMENT FINANCE CHARGE	\$ 132.25
		Total	\$ 19,201.32
CCN Fund	CCG CONSULTING	Blanket PO - Consulting/Fiber CCN Network	\$ 153.40
	CITY OF CORTEZ	FIBER	\$ 1,337.40
	MAMMOTH NETWORKS	Blanket PO - D1A, CRTZ2018-001R 2Gbps commit	\$ 1,695.00
		Total	\$ 3,185.80
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$ (716.20)
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$ 31,342.23
	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL-SKINNER	\$ 115.00
	NCSI	APPLICANT PROFILES	\$ 18.50
	DONA THOMPSON	LABELING TAPE	\$ 16.66
	MONTEZUMA COUNTY LANDFILL	LANDFILL RECYCLE	\$ (3,376.80)
	FASTMARKETS RISI	Subscription Renewal - Fastmarkets Membership	\$ 1,674.00
		Total	\$ 29,073.39
Total			\$ 95,890.31



## EXPENDITURE LIST FOR WEEK ENDING APRIL 22, 2022

Department	Vendor Name	Description	Amount
City Council	PARKER'S WORKPLACE SOLUTIONS	NAME PLATE	\$ 32.20
		Total	\$ 32.20
Municipal Court	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-WILLIFORD	\$ 40.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-FIRST APPEARANCE/HOUSE	\$ 40.00
		Total	\$ 80.00
Finance	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL-BAKER	\$ 115.00
		Total	\$ 115.00
Library	ATMOS ENERGY	GAS	\$ 323.66
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.15
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.24
	INGRAM LIBRARY SERVICES	BOOKS	\$ 23.50
	INGRAM LIBRARY SERVICES	BOOKS	\$ 32.88
	INGRAM LIBRARY SERVICES	BOOKS	\$ 53.27
	INGRAM LIBRARY SERVICES	BOOKS	\$ 124.06
	INGRAM LIBRARY SERVICES	books	\$ 186.12
	INGRAM LIBRARY SERVICES	BOOKS	\$ 414.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 464.00
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 23.99
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 409.71
	THE LOCAL PAGES	ADVERTISING	\$ 146.00
		Total	\$ 2,268.67
General Services	INSTITUTE FOR SUPPLY MANAGEMENT	Membership Renewal - 5/31/22 to 5/30/23 - #16	\$ 190.00
		Total	\$ 190.00
City Hall Operations	CORTEZ COPY & PRINT	Wall signs for City Hall	\$ 300.00
		Total	\$ 300.00
Police Department	AT&T MOBILITY	PHONE	\$ 148.15
	MOTOROLA SOLUTIONS INC	Radios for new cars Quote - 1542763	\$ 10,323.15
	PARKER'S WORKPLACE SOLUTIONS	NOTARY STAMP-MUELLER	\$ 28.73
	PARTNERS IN PARTS, INC.	KEYLESS ENTRY SYSTEM	\$ 12.79
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,953.79
	ATMOS ENERGY	GAS	\$ 102.15
		Total	\$ 13,662.50
Animal Shelter	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 112.00
	DOLORES ANIMAL HOSPITAL	CASTRATION/HYSTERECTOMY	\$ 296.00
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76

## EXPENDITURE LIST FOR WEEK ENDING APRIL 22, 2022

Department	Vendor Name	Description	Amount
	ATMOS ENERGY	GAS	\$ 152.86
		Total	\$ 597.62
Public Works	GRAINGER	22A624 Duracell Copper Top AA Batteries, 24/bx	\$ 11.53
	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL/JAMES	\$ 115.00
	BRAND CENTRAL	FURNISHED JACKETS	\$ 18.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 78.95
		Total	\$ 223.48
Golf Course Maint	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 362.37
	AMAZON CAPITAL SERVICES	Zurn RK34-975XL Wilkins 3/4 - 1 inch Complete R	\$ 36.26
		Total	\$ 398.63
Parks	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 391.61
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 942.85
		Total	\$ 1,334.46
Planning & Building	SGM INC.	PROFESSIONAL SERVICES-MAVERIK	\$ 1,458.00
		Total	\$ 1,458.00
Shop	ALPINE SECURITY & ELECTRONICS	DSC HS2064NKCP01NEO 2064 Control Panel - Ser	\$ 123.25
	ALPINE SECURITY & ELECTRONICS	DSC PG9WLSHW8 8 Zone to Power-G Converter	\$ 438.75
	ALPINE SECURITY & ELECTRONICS	Installation, per hour	\$ 760.00
	ALPINE SECURITY & ELECTRONICS	DSC HS2LCDWF9 NEO Q12 NEO Wireless Full Me	\$ 1,280.65
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet	\$ 657.80
	FOUR STATES TIRE CO.	LT245/75R17 Tires - Unit 1237	\$ 763.96
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.37
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.73
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 57.77
	GRAINGER	61ZJ81 Ideal UR Splice Connectors - Shop	\$ 9.97
	MCCANDLESS TRUCK CENTER	PIGMAT204 Absorbent mat 20x15	\$ 113.95
	CORTEZ COPY & PRINT	Decals for vehicles	\$ 142.80
	HARDLINE EQUIPMENT	AAA0910000 M10 High Lock Nut	\$ 4.44
	HARDLINE EQUIPMENT	A460910050 M10x50 Screw - Unit 900	\$ 27.13
	HONNEN EQUIPMENT COMPANY	T27132 Snap ring - Unit 977	\$ 23.90
	HONNEN EQUIPMENT COMPANY	T27134 Washer	\$ 39.46
	HONNEN EQUIPMENT COMPANY	T29337 Universal Joint/Yoke	\$ 561.25
	MIDSTATES EQUIPMENT & SUPPLY, INC	04-0231 2-1/2 SS 0-60 psi Gauge"	\$ 102.00
	MIDSTATES EQUIPMENT & SUPPLY, INC	15-2431-T1167-6 18 Long w/Brass JFIC E/E"	\$ 177.76
	MIDSTATES EQUIPMENT & SUPPLY, INC	15-5501 Braided Fiberglass Tubing 3 ID x 1/16" w	\$ 260.00
	MIDSTATES EQUIPMENT & SUPPLY, INC	15-5505 Black SAFE-SLEEVE 510	\$ 260.00
	MIDSTATES EQUIPMENT & SUPPLY, INC	04-0236 KERA Material Pressure Gauge	\$ 325.00
	MIDSTATES EQUIPMENT & SUPPLY, INC	20-0403 Roper 2 Gear Pump (3600 Series)"	\$ 2,081.68
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-AIR FILTER	\$ (5.94)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 1.09

## EXPENDITURE LIST FOR WEEK ENDING APRIL 22, 2022

Department	Vendor Name	Description	Amount
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 4.19
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 10.89
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 10.99
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 13.63
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 16.77
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 20.57
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 28.11
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 30.21
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 39.02
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 41.53
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 72.14
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 109.50
	SLAVENS TRUE VALUE	KEY	\$ 6.87
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 6.40
	SUPERIOR AUTO	CREDIT INVOICE RETURN BRAKE PADS	\$ (37.69)
	SUPERIOR AUTO	CREDIT INVOICE CORE RETURN	\$ (15.00)
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 2.59
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 6.48
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 6.95
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 7.04
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 7.30
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 7.30
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 7.81
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.91
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 9.90
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 13.79
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 14.69
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 19.24
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 19.77
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 21.17
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 25.19
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 29.03
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 33.99
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 66.93
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 194.39
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 211.37
	BELT SALVAGE	Metal decking for diesel tank walkway	\$ 180.00
	SENERGY PETROLEUM	E10 Unleaded Gas for Service Center	\$ 5,344.06
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ATMOS ENERGY	GAS	\$ 209.75
	ATMOS ENERGY	GAS	\$ 284.70
	ATMOS ENERGY	GAS	\$ 639.96
	GRAINGER	22A624 Duracell Copper Top AA Batteries, 24/bx	\$ 23.06

## EXPENDITURE LIST FOR WEEK ENDING APRIL 22, 2022

Department	Vendor Name	Description	Amount
	STAPLES ADVANTAGE	39800R Bunn Commercial Coffee Filters, 1000/bx	\$ 24.70
	STAPLES ADVANTAGE	CW26509 Center Pull Paper Towels, 6 rl/cs	\$ 34.99
	AMAZON CAPITAL SERVICES	Dell 310-5809 (H7031) Magenta Print Cartridge f	\$ 59.97
	XEROX CORPORATION	Blanket PO- C8045 AltaLink Color Copier, s/n 8TB	\$ 337.43
	AMAZON CAPITAL SERVICES	Casil CA1240 12v 4ah Sealed Lead Acid Battery	\$ 43.98
		Total	\$ 16,806.55
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 437.48
	ATMOS ENERGY	GAS	\$ 140.29
	ATMOS ENERGY	GAS	\$ 169.30
	KRTZ FM RADIO	ADVERTISING-RADIO	\$ 225.00
	ARMSTRONG CONSULTANTS INC	Airport Master Plan Services - 22-216687-02	\$ 24,457.10
		Total	\$ 25,429.17
Rec Center	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 11,529.28
	ADVANCED EXERCISE EQUIPMENT	ROLLER	\$ 317.70
		Total	\$ 11,846.98
Water	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 72.36
	ATMOS ENERGY	GAS	\$ 742.50
	AT&T MOBILITY	MOBILE SHARE/IPADS	\$ 253.41
	CHIROPRACTIC HEALTH ALLIANCE	CDL PHYSICAL-SHARNHORST	\$ 80.00
	CORE AND MAIN	ED2H11RWG3SG89 T10 1-1/2 R900I Meter w/ant	\$ 780.89
	WESTERN SLOPE TAPPING	16x6 Hot tap - includes Tap saddle, valve, and lab	\$ 16,944.00
		Total	\$ 18,873.16
Refuse	BRAND CENTRAL	FURNISHED JACKETS	\$ 18.00
		Total	\$ 18.00
Total			\$ 93,634.42



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a renewal Medical Marijuana Center/On Site Optional Premises Cultivation License for Mountain Annie's, LLC, located at 310 East Main Street, Cortez.

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**Attachments**

Mountain Annie's Medical



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 7, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A MEDICAL MARIJUANA CENTER/ON  
SITE OPTIONAL PREMISES CULTIVATION LICENSE FOR MOUNTAIN  
ANNIES, LLC, LOCATED AT 310 EAST MAIN STREET, CORTEZ

#### BACKGROUND

The renewal Medical Marijuana Center/On Site Premises Cultivation License referred to above was filed in the City Clerk's office on March 15, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The fire inspection report shows there were no violations to the Fire Code.

The sales tax account is current.

The police report shows they are in compliance with the Marijuana Licensing Code.

#### RECOMMENDATION

Staff recommends approval of the renewal Medical Marijuana Center/On Site Optional Premises Cultivation License for Mountain Annie's LLC, located at 310 East Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a renewal Retail Marijuana Store/Retail Marijuana Cultivation License for Mountain Annie's, LLC, located at 310 East Main Street, Cortez.

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**Attachments**

Mountain Annie's Retail



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 7, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION LICENSE FOR MOUNTAIN ANNIES, LLC, LOCATED AT 310 EAST MAIN STREET, CORTEZ

#### BACKGROUND

The renewal Retail Marijuana Store/Retail Marijuana Cultivation License referred to above was filed in the City Clerk's office on March 15, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The fire inspection report shows there were no violations to the Fire Code.

The sales tax account is current.

The police report shows they are in compliance with the Marijuana Licensing Code.

#### RECOMMENDATION

Staff recommends approval of the renewal Retail Marijuana Store/Retail Marijuana Cultivation License for Mountain Annie's LLC, located at 310 East Main Street, Cortez.





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. e.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Fermented Malt Beverage Liquor License for Worldwide Restaurant Corporation, DBA Pizza Hut of Cortez, located at 1119 East Main Street, Cortez.

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**Attachments**

Renewal- Pizza Hut



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

4/11/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A FERMENTED MALT BEVERAGE LICENSE FROM WORLDWIDE RESTAURANT CORPORATION, DBA PIZZA HUT OF CORTEZ, LOCATED AT 1119 EAST MAIN STREET, CORTEZ

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on April 8, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The fire inspection report shows no violation to the Fire Code.

The police report shows no liquor violations were found over the past twelve months.

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of a Fermented Malt Beverage Liquor License for Worldwide Restaurant Corporation, DBA Pizza Hut of Cortez, located at 1119 East Main Street, Cortez



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. f.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Fermented Malt Beverage Liquor License for Paragon Business Investments, LLC, DBA Gopher Food & Fuel, located at 2410 Fairway Drive, Cortez.

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**Attachments**

Renewal- Gopher Foods & Fuel



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

4/11/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A FERMENTED MALT BEVERAGE LICENSE FROM PARAGON BUSINESS INVESTMENTS, LLC, DBA GOPHER FOOD & FUEL, LOCATED AT 2410 FAIRWAY DRIVE, CORTEZ

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on April 11, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The fire inspection report shows no violation to the Fire Code.

The police report shows no liquor violations were found over the past twelve months.

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of a Fermented Malt Beverage Liquor License for Paragon Business Investments, LLC, DBA Gopher Food & Fuel, Located at 2410 Fairway Drive, Cortez



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. g.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Hotel and Restaurant Liquor License with one optional premise for Rudosky Golf LLC, DBA Conquistador Golf Course, located at 2018 North Dolores Road, Cortez.

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**Attachments**

Renewal- Rudosky Golf, LLC



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

4/19/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A HOTEL AND RESTAURANT LIQUOR LICENSE WITH ONE OPTIONAL PREMISE FOR RUDOSKY GOLF LLC, DBA CONQUISTADOR GOLF COURSE, LOCATED AT 2018 NORTH DOLORES ROAD, CORTEZ.

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on April 13, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The fire inspection report shows no violation to the Fire Code.

The police report shows no liquor violations were found over the past twelve months.

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of a Hotel and Restaurant Liquor License with one optional premise, for Rudosky Golf LLC, DBA Conquistador Golf Course, located at 2018 North Dolores Road, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. h.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Events Permit to Cortez Celtic Fair to host an event on Saturday, June 25, 2022, at Parque de Vida, located at 400 N. Mildred Rd., Cortez

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**Attachments**

SEP- Celtic Fair



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

4/11/2022

MEMO TO: Honorable Mayor and City Council  
FROM: Donna Murphy, Deputy City Clerk  
SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR THE CELTIC FAIR

#### BACKGROUND

The application referred to above was filed with the City Clerk's office on March 23, 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 Celtic Fair to host an event on Saturday, June 25, 2022, at Parque de Vida, located at 400 N. Mildred Road., 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 Cortez Celtic Fair to host an event on Saturday, June 25, 2022 from 7:00 a.m. until 7:00 p.m. at Parque de Vida, located at 400 N. Mildred Road, Cortez.





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 2. i.

MEMO TO: Honorable Mayor and City Council

FROM: Kelly Koskie, Director of Finance

SUBJECT: March 2022 Financial Statements

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**Attachments**

2022 March Financial Statements

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
001-0000-311-10-01	PROPERTY TAXES	.00	.00	500,000.00	500,000.00	.0
001-0000-311-12-01	SALES TAX	717,968.57	2,548,285.98	9,922,046.00	7,373,760.02	25.7
001-0000-311-12-03	BUILDING PERMIT USE TAX	6,919.43	17,741.03	121,318.00	103,576.97	14.6
001-0000-311-13-00	CIGARETTE	3,892.80	10,586.23	23,786.00	13,199.77	44.5
	<u>TOTAL TAXES</u>	<u>728,780.80</u>	<u>2,576,613.24</u>	<u>10,567,150.00</u>	<u>7,990,536.76</u>	<u>24.4</u>
	<u>FRANCHISE TAXES</u>					
001-0000-312-10-00	CABLE TV	.00	13,143.06	26,560.00	13,416.94	49.5
001-0000-312-11-00	EMPIRE ELECTRIC	43,010.05	123,542.52	466,646.00	343,103.48	26.5
001-0000-312-12-00	ATMOS ENERGY	.00	35,698.34	170,326.00	134,627.66	21.0
001-0000-312-13-00	QWEST	1,000.00	3,000.00	12,000.00	9,000.00	25.0
	<u>TOTAL FRANCHISE TAXES</u>	<u>44,010.05</u>	<u>175,383.92</u>	<u>675,532.00</u>	<u>500,148.08</u>	<u>26.0</u>
	<u>PERMITS</u>					
001-0000-321-10-00	LIQUOR OCCUPATION	.00	2,125.00	14,550.00	12,425.00	14.6
001-0000-321-11-00	SALES/LODGERS TAX PERMIT	190.00	630.00	1,740.00	1,110.00	36.2
001-0000-321-12-00	BILLBOARD SIGNS	286.25	496.25	4,474.00	3,977.75	11.1
001-0000-321-13-00	BUILDING	14,960.06	44,804.81	209,286.00	164,481.19	21.4
001-0000-321-14-00	MISC PUBLIC WORK PERMITS	.00	80.00	1,158.00	1,078.00	6.9
001-0000-321-14-01	MISC BUS, LIC & PERMITS	700.00	700.00	1,600.00	900.00	43.8
001-0000-321-14-02	P.W. MAPS/PUBLICATIONS	500.00	500.00	4,680.00	4,180.00	10.7
001-0000-321-15-00	RIGHT OF WAY CONSTR	1,582.50	2,280.50	840.00	( 1,440.50)	271.5
	<u>TOTAL PERMITS</u>	<u>18,218.81</u>	<u>51,616.56</u>	<u>238,328.00</u>	<u>186,711.44</u>	<u>21.7</u>
	<u>LICENSES</u>					
001-0000-322-10-00	LIQUOR	15,925.00	19,753.75	114,556.00	94,802.25	17.2
001-0000-322-11-00	GAS/PLUMBER	25.75	150.75	652.00	501.25	23.1
001-0000-322-12-00	DOG/CAT LICENSES	260.00	580.00	2,810.00	2,230.00	20.6
001-0000-322-13-00	MISC BUSINESS LICENSES	.00	25.00	500.00	475.00	5.0
	<u>TOTAL LICENSES</u>	<u>16,210.75</u>	<u>20,509.50</u>	<u>118,518.00</u>	<u>98,008.50</u>	<u>17.3</u>

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>STATE/COLO</u>					
001-0000-332-10-00	HIGHWAY USER TAX	15,280.44	60,513.90	244,814.00	184,300.10	24.7
001-0000-332-11-00	STATE OF CO SNOW REMOVAL REIMB	.00	.00	3,000.00	3,000.00	.0
001-0000-332-12-00	LOCAL GOVT SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
001-0000-332-13-00	MINERAL LEASING TAX	.00	.00	600,000.00	600,000.00	.0
001-0000-332-20-00	STATE MARIJUANA TAX	52,075.98	90,619.55	386,218.00	295,598.45	23.5
	TOTAL STATE/COLO	67,356.42	151,133.45	1,294,032.00	1,142,898.55	11.7
	<u>COUNTY</u>					
001-0000-333-11-00	ROAD AND BRIDGE	29,052.92	31,055.62	170,338.00	139,282.38	18.2
	TOTAL COUNTY	29,052.92	31,055.62	170,338.00	139,282.38	18.2
	<u>SCHOOL DISTRICT RE-1</u>					
001-0000-334-10-00	SCHOOL RESOURCE OFFICER	.00	23,000.00	.00	( 23,000.00)	.0
	TOTAL SCHOOL DISTRICT RE-1	.00	23,000.00	.00	( 23,000.00)	.0
	<u>SERVICES</u>					
001-0000-341-21-00	RECREATION PROGRAMS	240.00	240.00	.00	( 240.00)	.0
	TOTAL SERVICES	240.00	240.00	.00	( 240.00)	.0
	<u>FEES</u>					
001-0000-342-02-00	KENNEL ADOPTION FEES	140.00	660.00	2,320.00	1,660.00	28.5
001-0000-342-04-00	SPAY/NEUTER PROGRAM	885.00	4,341.00	20,796.00	16,455.00	20.9
001-0000-342-06-00	RABIES DEPOSIT	75.00	250.00	750.00	500.00	33.3
001-0000-342-10-00	ANNUAL IMPOUND FEES	1,080.00	2,020.00	5,180.00	3,160.00	39.0
	TOTAL FEES	2,180.00	7,271.00	29,046.00	21,775.00	25.0
	<u>FEES</u>					
001-0000-343-10-01	GREEN FEES	3,618.25	19,354.50	146,298.00	126,943.50	13.2
001-0000-343-10-02	PASSES/TICKETS	65,291.97	65,291.97	334,918.00	269,626.03	19.5
001-0000-343-10-08	GOLF CART REVENUE	20,250.00	24,300.00	91,800.00	67,500.00	26.5
	TOTAL FEES	89,160.22	108,946.47	573,016.00	464,069.53	19.0

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
001-0000-344-10-00	POOL	.00	.00	26,874.00	26,874.00	.0
001-0000-344-10-02	REC FACILITY USE	.00	.00	2,000.00	2,000.00	.0
001-0000-344-10-03	PLAYGROUND DAYS	960.00	7,480.00	87,014.00	79,534.00	8.6
001-0000-344-11-01	BASKETBALL	.00	.00	7,800.00	7,800.00	.0
001-0000-344-11-02	BASKETBALL	360.00	2,720.00	.00 (	2,720.00)	.0
001-0000-344-12-01	SOFTBALL	250.00	250.00	.00 (	250.00)	.0
001-0000-344-13-01	VOLLEYBALL	.00	1,630.00	.00 (	1,630.00)	.0
001-0000-344-20-00	VEHICLE INSPECTION FEES	60.00	60.00	760.00	700.00	7.9
	TOTAL FEES	1,630.00	12,140.00	124,448.00	112,308.00	9.8
	<u>CHARGES</u>					
001-0000-347-17-01	PARK RENTAL FEES	660.00	870.00	8,220.00	7,350.00	10.6
001-0000-347-18-00	CHIPPER/MULCHER	.00	.00	720.00	720.00	.0
	TOTAL CHARGES	660.00	870.00	8,940.00	8,070.00	9.7
	<u>FINES</u>					
001-0000-351-10-00	MUNICIPAL COURT FINES	1,492.00	3,848.00	10,610.00	6,762.00	36.3
001-0000-351-10-01	DUI/SEAT BELT - COUNTY	185.76	712.21	11,466.00	10,753.79	6.2
001-0000-351-10-02	OVERTIME PARKING	147.00	581.00	400.00 (	181.00)	145.3
001-0000-351-10-03	D.A.R.E. FINES	50.00	115.00	440.00	325.00	26.1
	TOTAL FINES	1,874.76	5,256.21	22,916.00	17,659.79	22.9
	<u>FINES</u>					
001-0000-352-11-00	LIBRARY	316.15	673.75	.00 (	673.75)	.0
	TOTAL FINES	316.15	673.75	.00 (	673.75)	.0
	<u>INTEREST</u>					
001-0000-361-10-00	INVESTMENTS	430.82	1,140.34	17,482.00	16,341.66	6.5
001-0000-361-10-15	PINON PROJECT - INTEREST REPAY	1,654.06	2,483.27	8,434.00	5,950.73	29.4
001-0000-361-10-16	PINON PROJECT - PRINCIPAL PAY	778.02	1,164.85	12,000.00	10,835.15	9.7
001-0000-361-20-03	CHANGE IN MARKET VALUE	( 8,125.97)	( 8,125.97)	.00	8,125.97	.0
	TOTAL INTEREST	( 5,263.07)	( 3,337.51)	37,916.00	41,253.51 ( 8.8)	

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
001-0000-362-14-00	RODEO DRIVE MAINTENANCE	577.31	1,396.13	9,098.00	7,701.87	15.4
	TOTAL REVENUE	577.31	1,396.13	9,098.00	7,701.87	15.4
	<u>GIFTS/DONATIONS</u>					
001-0000-366-14-00	VALE GRANT P.,D. TRAINING	.00	1,710.00	7,200.00	5,490.00	23.8
001-0000-366-17-00	TREE DONATIONS	.00	.00	500.00	500.00	.0
001-0000-366-17-01	GOLF COURSE	500.00	500.00	.00	( 500.00)	.0
001-0000-366-19-00	LIBRARY DONATIONS	50.00	1,228.00	2,550.00	1,322.00	48.2
001-0000-366-21-00	PARKS & RECREATION DONATIONS	100.00	100.00	.00	( 100.00)	.0
001-0000-366-24-00	FRIENDS OF THE LIBRARY	174.00	174.00	1,050.00	876.00	16.6
	TOTAL GIFTS/DONATIONS	824.00	3,712.00	11,300.00	7,588.00	32.9
	<u>REVENUE</u>					
001-0000-367-15-00	EVIDENCE REVENUE	524.90	524.90	2,500.00	1,975.10	21.0
001-0000-367-16-00	MISCELLANEOUS SALES & FEE	522.15	3,742.09	6,700.00	2,957.91	55.9
001-0000-367-16-03	WELCOME CENTER RENTS	.00	5,862.30	3,456.00	( 2,406.30)	169.6
	TOTAL REVENUE	1,047.05	10,129.29	12,656.00	2,526.71	80.0
	<u>GRANTS</u>					
001-0000-368-01-01	AMERICAN RESCUE PLAN	.00	.00	1,097,896.00	1,097,896.00	.0
001-0000-368-01-02	COLORADO HISTORICAL SOC	.00	.00	15,440.00	15,440.00	.0
001-0000-368-04-00	POLICE GRANTS	3,100.00	5,919.55	19,600.00	13,680.45	30.2
001-0000-368-11-00	VICTIM ASSISTANCE GRANT	.00	17,830.02	61,940.00	44,109.98	28.8
001-0000-368-44-00	GRANTS-LIBRARY	.00	.00	5,600.00	5,600.00	.0
	TOTAL GRANTS	3,100.00	23,749.57	1,200,476.00	1,176,726.43	2.0
	<u>INTERNAL SERVICE CHGS</u>					
001-0000-371-11-00	LODGERS TAX FUND	.00	.00	7,904.00	7,904.00	.0
	TOTAL INTERNAL SERVICE CHGS	.00	.00	7,904.00	7,904.00	.0
	TOTAL FUND REVENUE	999,976.17	3,200,359.20	15,101,614.00	11,901,254.80	21.2

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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GENERAL GOVERNMENT						
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CITY COUNCIL						
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001-4010-400-10-01	REGULAR WAGES	2,725.00	8,425.00	47,250.00	38,825.00	17.8
001-4010-400-20-01	FICA/MEDICARE	208.46	644.52	2,900.41	2,255.89	22.2
001-4010-400-21-06	WORKMENS COMPENSATION	255.43	255.43	113.40	( 142.03)	225.3
001-4010-400-30-12	MV COUNTRY TOURISM CONTRACT	42,500.00	85,000.00	170,000.00	85,000.00	50.0
001-4010-400-30-13	MUNICIPAL ATTORNEY SERVICES	4,173.00	9,801.90	115,000.00	105,198.10	8.5
001-4010-400-30-19	INSURANCE & BONDS	1.83	18,382.40	18,306.00	( 76.40)	100.4
001-4010-400-30-20	FIREWORKS INSURANCE	.00	.00	4,250.00	4,250.00	.0
001-4010-400-30-90	OTHER CONTRACTUAL SERVICES	8,000.00	8,000.00	.00	( 8,000.00)	.0
001-4010-400-40-00	TRAVEL & TRAINING	.00	539.72	16,500.00	15,960.28	3.3
001-4010-400-40-05	PLANNING & ZONING BUS.	.00	.00	500.00	500.00	.0
001-4010-400-40-06	YOUTH COMMISSION	.00	41.96	1,000.00	958.04	4.2
001-4010-400-41-00	TRAINING	.00	40.00	.00	( 40.00)	.0
001-4010-400-42-01	TELEPHONE	.00	230.92	2,700.00	2,469.08	8.6
001-4010-400-44-00	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
001-4010-400-50-00	MEMBERSHIP & DUES	.00	3,604.00	34,020.00	30,416.00	10.6
001-4010-400-50-01	CREA VENDOR FEES	12,968.18	48,008.89	156,418.55	108,409.66	30.7
001-4010-400-53-00	CONTRIBUTIONS	.00	35,100.00	72,000.00	36,900.00	48.8
001-4010-400-53-03	ENDOWMENTS	.00	6,000.00	6,000.00	.00	100.0
001-4010-400-53-04	HOMELESS SHELTER	.00	.00	12,000.00	12,000.00	.0
001-4010-400-54-00	CONTINGENCY ACCOUNT	567.00	567.00	10,000.00	9,433.00	5.7
001-4010-400-59-25	CITY INITIATED EVENTS	.00	.00	800.00	800.00	.0
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TOTAL CITY COUNCIL		71,398.90	224,641.74	670,258.36	445,616.62	33.5
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CITY COUNCIL						
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001-4011-401-30-13	PROFESSIONAL SERVICES	.00	.00	9,550.00	9,550.00	.0
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TOTAL CITY COUNCIL		.00	.00	9,550.00	9,550.00	.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>HUMAN RESOURCES</u>					
001-4012-402-10-01	REGULAR WAGES	12,646.40	37,939.21	156,596.59	118,657.38	24.2
001-4012-402-16-00	CITY RETIREMENT	632.32	1,896.96	7,829.83	5,932.87	24.2
001-4012-402-20-01	FICA/MEDICARE	939.26	2,817.78	11,931.17	9,113.39	23.6
001-4012-402-21-01	HEALTH/LIFE INSURANCE	3,112.00	9,336.00	38,414.88	29,078.88	24.3
001-4012-402-21-05	DENTAL INSURANCE	140.00	420.00	1,680.00	1,260.00	25.0
001-4012-402-21-06	WORKMENS COMPENSATION	243.35	243.35	3,000.00	2,756.65	8.1
001-4012-402-21-07	UNEMPLOYMENT	25.28	75.84	439.00	363.16	17.3
001-4012-402-30-19	INSURANCE & BONDS	.00	536.05	600.00	63.95	89.3
001-4012-402-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	100.00	100.00	.0
001-4012-402-30-90	CONTRACT SERVICES-OTHER	6,600.00	6,600.00	30,000.00	23,400.00	22.0
001-4012-402-40-00	TRAVEL & TRAINING	.00	.00	6,000.00	6,000.00	.0
001-4012-402-40-06	CITY-WIDE TRAINING	.00	103.87	12,000.00	11,896.13	.9
001-4012-402-40-08	EMPLOYEE ORIENTATION	.00	.00	1,200.00	1,200.00	.0
001-4012-402-40-10	EMPLOYEE QUARTERLY AWARDS	.00	1,300.70	6,500.00	5,199.30	20.0
001-4012-402-42-01	TELEPHONE	124.70	374.10	1,450.00	1,075.90	25.8
001-4012-402-44-00	OFFICE SUPPLIES	92.92	119.90	1,800.00	1,680.10	6.7
001-4012-402-45-10	OTHER OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
001-4012-402-49-03	ADVERTISING - OTHER	.00	.00	500.00	500.00	.0
001-4012-402-50-00	MEMBERSHIP & DUES	.00	.00	6,400.00	6,400.00	.0
001-4012-402-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	1,400.00	1,400.00	.0
	TOTAL HUMAN RESOURCES	24,556.23	61,763.76	288,841.47	227,077.71	21.4
	<u>MUNICIPAL COURT</u>					
001-4013-403-10-01	REGULAR WAGES	7,075.20	21,225.63	111,728.27	90,502.64	19.0
001-4013-403-16-00	CITY RETIREMENT	353.76	1,061.28	5,586.41	4,525.13	19.0
001-4013-403-20-01	FICA/MEDICARE	502.29	1,506.87	8,512.63	7,005.76	17.7
001-4013-403-21-01	HEALTH/LIFE INSURANCE	3,112.00	9,336.00	37,344.00	28,008.00	25.0
001-4013-403-21-05	DENTAL INSURANCE	140.00	420.00	1,680.00	1,260.00	25.0
001-4013-403-21-06	WORKMENS COMPENSATION	239.46	239.46	198.00	( 41.46)	120.9
001-4013-403-21-07	UNEMPLOYMENT	14.16	42.48	319.22	276.74	13.3
001-4013-403-30-06	MUNICIPAL COURT SERVICES	6,929.58	14,293.74	22,000.00	7,706.26	65.0
001-4013-403-30-19	INSURANCE & BONDS	.00	2,492.71	2,483.00	( 9.71)	100.4
001-4013-403-30-36	PROFESSIONAL SERVICES	139.52	293.04	1,000.00	706.96	29.3
001-4013-403-40-00	TRAVEL & TRAINING	175.00	235.00	2,500.00	2,265.00	9.4
001-4013-403-40-10	CITY ATTORNEY SERVICES	.00	51.94	18,000.00	17,948.06	.3
001-4013-403-42-01	TELEPHONE	30.00	90.00	360.00	270.00	25.0
001-4013-403-44-00	OFFICE SUPPLIES	1,821.26	2,177.85	2,000.00	( 177.85)	108.9
	TOTAL MUNICIPAL COURT	20,532.23	53,466.00	213,711.53	160,245.53	25.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CITY MANAGER</u>					
001-4014-404-10-01	REGULAR WAGES	14,515.29	45,484.94	206,043.06	160,558.12	22.1
001-4014-404-11-01	OVERTIME	.00	5.88	.00	( 5.88)	.0
001-4014-404-16-00	CITY RETIREMENT	725.76	2,286.05	6,102.15	3,816.10	37.5
001-4014-404-20-01	FICA/MEDICARE	1,082.24	3,446.74	9,289.52	5,842.78	37.1
001-4014-404-21-01	HEALTH/LIFE INSURANCE	3,112.00	9,336.00	19,207.44	9,871.44	48.6
001-4014-404-21-05	DENTAL INSURANCE	140.00	420.00	840.00	420.00	50.0
001-4014-404-21-06	WORKMENS COMPENSATION	435.53	435.53	.00	( 435.53)	.0
001-4014-404-21-07	UNEMPLOYMENT	29.04	92.33	.00	( 92.33)	.0
001-4014-404-30-19	INSURANCE & BONDS	.00	1,099.41	975.00	( 124.41)	112.8
001-4014-404-40-00	TRAVEL & TRAINING	145.56	291.12	6,000.00	5,708.88	4.9
001-4014-404-40-03	CML TRAVEL EXPENSES	.00	213.00	3,500.00	3,287.00	6.1
001-4014-404-42-01	TELEPHONE	115.00	367.49	2,540.00	2,172.51	14.5
001-4014-404-42-04	MEETING EXPENSE	.00	.00	4,000.00	4,000.00	.0
001-4014-404-44-00	OFFICE SUPPLIES	.00	16.63	5,500.00	5,483.37	.3
001-4014-404-44-01	OFFICE FURNITURE	.00	.00	2,000.00	2,000.00	.0
001-4014-404-46-02	OTHER REPAIR & MAINT	.00	.00	500.00	500.00	.0
001-4014-404-48-90	PRINTING - OTHER	.00	.00	500.00	500.00	.0
001-4014-404-50-00	MEMBERSHIP & DUES	.00	.00	2,500.00	2,500.00	.0
001-4014-404-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	500.00	500.00	.0
001-4014-404-59-01	PROFESSIONAL & TECHNICAL	.00	.00	4,700.00	4,700.00	.0
001-4014-499-30-90	CONTRACT SERVICES-OTHER	1,870.50	3,501.75	30,000.00	26,498.25	11.7
001-4014-499-30-91	INTERNSHIPS	.00	.00	25,000.00	25,000.00	.0
001-4014-499-40-06	CITY-WIDE TRAINING	.00	1,132.72	2,000.00	867.28	56.6
001-4014-499-45-10	OPERATING SUPPLIES-OTHER	.00	.00	2,500.00	2,500.00	.0
	TOTAL CITY MANAGER	22,170.92	68,129.59	334,197.17	266,067.58	20.4
	<u>FINANCE DEPARTMENT</u>					
001-4015-405-10-01	REGULAR WAGES	23,876.81	72,049.64	253,422.62	181,372.98	28.4
001-4015-405-11-01	OVERTIME	386.95	420.82	15,400.30	14,979.48	2.7
001-4015-405-16-00	CITY RETIREMENT	1,193.84	3,602.48	12,671.13	9,068.65	28.4
001-4015-405-20-01	FICA/MEDICARE	1,748.67	5,236.76	19,308.39	14,071.63	27.1
001-4015-405-21-01	HEALTH/LIFE INSURANCE	7,780.00	23,340.00	76,829.76	53,489.76	30.4
001-4015-405-21-05	DENTAL INSURANCE	350.00	1,050.00	3,360.00	2,310.00	31.3
001-4015-405-21-06	WORKMENS COMPENSATION	253.54	253.54	315.00	61.46	80.5
001-4015-405-21-07	UNEMPLOYMENT	48.53	144.96	724.06	579.10	20.0
001-4015-405-30-04	COMPUTER/SOFTWARE SERVICES	2,572.81	7,548.63	133,589.00	126,040.37	5.7
001-4015-405-30-07	CREDIT CARD CHARGES	1,258.87	3,167.37	9,000.00	5,832.63	35.2
001-4015-405-30-19	INSURANCE & BONDS	.00	3,040.67	2,829.00	( 211.67)	107.5
001-4015-405-30-24	RECORDING SERVICES	.00	.00	500.00	500.00	.0
001-4015-405-30-28	PROPERTY TAX COLLECTION	581.06	621.12	5,000.00	4,378.88	12.4
001-4015-405-30-90	CONTRACT SERVICES-OTHER	.00	1,750.00	111,000.00	109,250.00	1.6
001-4015-405-40-00	TRAVEL & TRAINING	.00	.00	4,500.00	4,500.00	.0
001-4015-405-42-01	TELEPHONE	190.00	570.00	840.00	270.00	67.9
001-4015-405-44-00	OFFICE SUPPLIES	1,387.57	1,527.39	3,500.00	1,972.61	43.6
001-4015-405-44-01	CITY HALL OPERATIONS	135.00	163.40	.00	( 163.40)	.0
001-4015-405-48-90	PRINTING	518.78	1,038.81	5,000.00	3,961.19	20.8
001-4015-405-50-00	MEMBERSHIP & DUES	1,202.00	1,202.00	940.00	( 262.00)	127.9
001-4015-405-51-00	PUBLICATION/SUBSCRIPTION	170.00	170.00	.00	( 170.00)	.0
001-4015-499-80-65	HISTORY COLORADO GRANT	1,497.00	1,497.00	.00	( 1,497.00)	.0



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL FINANCE DEPARTMENT	45,151.43	128,394.59	658,729.26	530,334.67	19.5
	TOTAL ALL 16	.00	.00	.00	.00	.0
	<u>CITY CLERK</u>					
001-4018-408-10-01	REGULAR WAGES	8,393.34	25,136.76	158,200.60	133,063.84	15.9
001-4018-408-16-00	CITY RETIREMENT	330.00	1,023.80	6,932.44	5,908.64	14.8
001-4018-408-20-01	FICA/MEDICARE	638.78	1,913.05	10,563.71	8,650.66	18.1
001-4018-408-21-01	HEALTH/LIFE INSURANCE	1,556.00	4,668.00	38,464.32	33,796.32	12.1
001-4018-408-21-05	DENTAL INSURANCE	70.00	210.00	1,680.00	1,470.00	12.5
001-4018-408-21-06	WORKMENS COMPENSATION	237.52	237.52	198.00	( 39.52)	120.0
001-4018-408-21-07	UNEMPLOYMENT	16.79	50.27	396.14	345.87	12.7
001-4018-408-30-14	ELECTION SERVICES	18.76	719.15	20,000.00	19,280.85	3.6
001-4018-408-30-19	INSURANCE & BONDS	.00	650.27	648.00	( 2.27)	100.4
001-4018-408-30-90	CONTRACT SERVICES-OTHER	.00	.00	3,000.00	3,000.00	.0
001-4018-408-40-00	TRAVEL & TRAINING	.00	40.16	3,500.00	3,459.84	1.2
001-4018-408-44-00	OFFICE SUPPLIES	.00	55.24	2,000.00	1,944.76	2.8
001-4018-408-45-08	EMPLOYEE BENCHMARKING	1,560.00	1,560.00	3,000.00	1,440.00	52.0
001-4018-408-45-09	WELLNESS PROGRAM	.00	675.96	27,500.00	26,824.04	2.5
001-4018-408-45-10	OTHER OPERATING SUPPLIES	276.00	442.59	2,000.00	1,557.41	22.1
001-4018-408-50-00	MEMBERSHIP & DUES	.00	.00	400.00	400.00	.0
	TOTAL CITY CLERK	13,097.19	37,382.77	278,483.21	241,100.44	13.4
	<u>GRANTS ADMINISTER</u>					
001-4040-404-10-01	REGULAR WAGES	.00	.00	68,000.00	68,000.00	.0
001-4040-404-30-90	CONTRACT SERVICES	.00	.00	10,000.00	10,000.00	.0
	TOTAL GRANTS ADMINISTER	.00	.00	78,000.00	78,000.00	.0
	<u>MARKETING</u>					
001-4044-404-10-01	REGULAR WAGES	4,734.40	14,203.21	59,264.89	45,061.68	24.0
001-4044-404-16-00	CITY RETIREMENT	236.72	710.16	2,963.25	2,253.09	24.0
001-4044-404-20-01	FICA/MEDICARE	304.53	913.59	4,515.42	3,601.83	20.2
001-4044-404-21-01	HEALTH/LIFE INSURANCE	1,556.00	4,668.00	19,207.44	14,539.44	24.3
001-4044-404-21-05	DENTAL INSURANCE	70.00	210.00	840.00	630.00	25.0
001-4044-404-21-06	WORKMENS COMPENSATION	235.91	235.91	180.00	( 55.91)	131.1
001-4044-404-21-07	UNEMPLOYMENT	9.46	28.38	169.33	140.95	16.8
001-4044-404-24-00	MARKETING	4,044.04	10,164.76	45,000.00	34,835.24	22.6
001-4044-404-30-19	INSURANCE & BONDS	.00	101.25	115.00	13.75	88.0
001-4044-404-40-00	TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
001-4044-404-42-01	TELEPHONE	85.00	255.00	1,020.00	765.00	25.0
001-4044-404-44-00	OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
001-4044-404-45-15	EMP APPRECTION/PICNIC	.00	5,140.59	20,000.00	14,859.41	25.7
001-4044-404-45-22	COPIER EXPENSE	56.25	112.50	.00	( 112.50)	.0
	TOTAL MARKETING	11,332.31	36,743.35	155,075.33	118,331.98	23.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
001-4055-407-10-01 REGULAR WAGES	21,084.92	65,519.77	389,238.13	323,718.36	16.8
001-4055-407-16-00 CITY RETIREMENT	746.56	2,382.00	13,456.80	11,074.80	17.7
001-4055-407-20-01 FICA/MEDICARE	1,583.08	4,918.55	25,530.83	20,612.28	19.3
001-4055-407-21-01 HEALTH/LIFE INSURANCE	6,224.00	20,228.00	96,037.20	75,809.20	21.1
001-4055-407-21-05 DENTAL INSURANCE	280.00	910.00	4,200.00	3,290.00	21.7
001-4055-407-21-06 WORKMENS COMPENSATION	302.32	302.32	1,440.00	1,137.68	21.0
001-4055-407-21-07 UNEMPLOYMENT	42.15	130.97	957.41	826.44	13.7
001-4055-407-30-04 COMPUTER SERVICES	.00	895.75	.00	( 895.75)	.0
001-4055-407-30-19 INSURANCE & BONDS	.00	15,636.67	15,838.91	202.24	98.7
001-4055-407-30-27 BOOK COURIER SERVICE	.00	.00	945.00	945.00	.0
001-4055-407-30-90 OTHER CONTRACTUAL SERVICES	3,600.00	3,905.43	.00	( 3,905.43)	.0
001-4055-407-32-01 JANITORIAL SERVICES	.00	203.71	14,000.00	13,796.29	1.5
001-4055-407-40-00 TRAVEL & TRAINING	.00	40.00	1,100.00	1,060.00	3.6
001-4055-407-42-01 TELEPHONE	43.23	86.46	576.00	489.54	15.0
001-4055-407-42-03 POSTAGE	.00	.00	1,000.00	1,000.00	.0
001-4055-407-42-10 FIBER CHARGES	3,503.40	10,510.20	.00	( 10,510.20)	.0
001-4055-407-43-01 ELECTRIC	880.90	1,732.76	17,510.00	15,777.24	9.9
001-4055-407-43-02 SEWER	86.00	127.00	567.00	440.00	22.4
001-4055-407-43-03 GAS	498.90	1,903.04	2,880.00	976.96	66.1
001-4055-407-43-04 REFUSE	135.60	135.60	1,449.00	1,313.40	9.4
001-4055-407-43-05 WATER	28.63	28.63	720.00	691.37	4.0
001-4055-407-45-10 OTHER OPERATING SUPPLIES	5,062.15	6,214.79	25,000.00	18,785.21	24.9
001-4055-407-45-19 BOOKS	1,641.13	4,056.69	33,600.00	29,543.31	12.1
001-4055-407-45-20 NON-PRINT MEDIA	159.98	549.52	4,305.00	3,755.48	12.8
001-4055-407-45-21 BOOK MAINT & SUPPLIES	.00	123.47	3,255.00	3,131.53	3.8
001-4055-407-45-22 COPIER EXPENSE	953.04	953.04	9,040.00	8,086.96	10.5
001-4055-407-46-02 OTHER REPAIR & MAINT	336.80	439.88	8,400.00	7,960.12	5.2
001-4055-407-47-00 ARTS/MURALS	.00	500.00	.00	( 500.00)	.0
001-4055-407-50-00 MEMBERSHIP & DUES	.00	.00	525.00	525.00	.0
001-4055-407-51-00 PUBLICATION/SUBSCRIPTION	29.00	318.99	8,405.25	8,086.26	3.8
001-4055-407-59-26 EVENTS AND OUTREACH	.00	121.04	10,000.00	9,878.96	1.2
TOTAL LIBRARY	47,221.79	142,874.28	689,976.53	547,102.25	20.7
TOTAL GENERAL GOVERNMENT	255,461.00	753,396.08	3,376,822.86	2,623,426.78	22.3
<u>GENERAL SERVICES</u>					

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>GEN SERV - ADMINISTRATION</u>					
001-4116-406-10-01	REGULAR WAGES	7,993.60	24,273.60	99,059.44	74,785.84	24.5
001-4116-406-16-00	CITY RETIREMENT	399.68	1,213.68	4,821.73	3,608.05	25.2
001-4116-406-20-01	FICA/MEDICARE	602.10	1,828.70	7,347.39	5,518.69	24.9
001-4116-406-21-01	HEALTH/LIFE INSURANCE	1,556.00	4,668.00	19,207.44	14,539.44	24.3
001-4116-406-21-05	DENTAL INSURANCE	70.00	210.00	840.00	630.00	25.0
001-4116-406-21-06	WORKMENS COMPENSATION	246.62	246.62	315.00	68.38	78.3
001-4116-406-21-07	UNEMPLOYMENT	15.98	48.53	275.53	227.00	17.6
001-4116-406-30-19	INSURANCE & BONDS	.00	4,461.10	4,444.00	( 17.10)	100.4
001-4116-406-40-00	TRAVEL & TRAINING	.00	329.00	2,500.00	2,171.00	13.2
001-4116-406-42-01	TELEPHONE	70.00	210.00	840.00	630.00	25.0
001-4116-406-44-00	OFFICE SUPPLIES	.00	.00	1,500.00	1,500.00	.0
001-4116-406-50-00	MEMBERSHIP & DUES	.00	.00	620.00	620.00	.0
001-4116-406-90-02	TRANSF TO FLEET	.00	.00	1,000.00	1,000.00	.0
	<b>TOTAL GEN SERV - ADMINISTRATION</b>	<b>10,953.98</b>	<b>37,489.23</b>	<b>142,770.53</b>	<b>105,281.30</b>	<b>26.3</b>
	<u>BUILDING MAINTENANCE</u>					
001-4117-406-10-01	REGULAR WAGES	10,948.80	32,337.60	153,483.03	121,145.43	21.1
001-4117-406-16-00	CITY RETIREMENT	547.44	1,616.88	7,659.15	6,042.27	21.1
001-4117-406-20-01	FICA/MEDICARE	803.20	2,370.68	11,671.09	9,300.41	20.3
001-4117-406-21-01	HEALTH/LIFE INSURANCE	4,668.00	14,004.00	57,622.32	43,618.32	24.3
001-4117-406-21-05	DENTAL INSURANCE	210.00	630.00	2,520.00	1,890.00	25.0
001-4117-406-21-06	WORKMENS COMPENSATION	654.59	654.59	5,895.00	5,240.41	11.1
001-4117-406-21-07	UNEMPLOYMENT	21.89	64.65	437.67	373.02	14.8
001-4117-406-30-19	INSURANCE & BONDS	.00	158.36	148.00	( 10.36)	107.0
001-4117-406-30-90	CONTRACT SERVICES-OTHER	.00	.00	2,000.00	2,000.00	.0
001-4117-406-40-00	TRAVEL & TRAINING	.00	.00	2,500.00	2,500.00	.0
001-4117-406-42-01	TELEPHONE	90.00	270.00	1,200.00	930.00	22.5
001-4117-406-45-07	CLOTHING ALLOWANCE	.00	578.38	600.00	21.62	96.4
001-4117-406-45-10	OPERATING SUPPLIES-OTHER	147.57	7,757.57	14,600.00	6,842.43	53.1
001-4117-406-46-02	OTHER REPAIR & MAINT	.00	.00	1,000.00	1,000.00	.0
001-4117-406-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	66.00	66.00	.0
	<b>TOTAL BUILDING MAINTENANCE</b>	<b>18,091.49</b>	<b>60,442.71</b>	<b>261,402.26</b>	<b>200,959.55</b>	<b>23.1</b>
	<b>TOTAL G.S. CITY HALL OPERATIONS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY HALL ROGER SMITH AVE</u>					
001-4119-406-30-37 SOLAR LEASE	.00	39,933.00	40,000.00	67.00	99.8
001-4119-406-32-01 JANITORIAL SERVICES	2,300.00	6,900.00	28,000.00	21,100.00	24.6
001-4119-406-32-90 MAINT CONTRACTS-OTHER	299.25	700.25	10,000.00	9,299.75	7.0
001-4119-406-42-01 TELEPHONE	99.81	199.62	1,400.00	1,200.38	14.3
001-4119-406-42-03 POSTAGE	.00	376.39	6,500.00	6,123.61	5.8
001-4119-406-42-10 FIBER CHARGES	599.64	1,199.28	.00	( 1,199.28)	.0
001-4119-406-43-01 ELECTRIC	769.02	2,189.31	6,000.00	3,810.69	36.5
001-4119-406-43-02 SEWER	86.00	127.00	2,800.00	2,673.00	4.5
001-4119-406-43-03 GAS	1,048.55	2,069.76	5,500.00	3,430.24	37.6
001-4119-406-43-04 REFUSE	192.95	192.95	2,040.00	1,847.05	9.5
001-4119-406-43-05 WATER	70.02	70.02	2,500.00	2,429.98	2.8
001-4119-406-44-00 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
001-4119-406-45-10 OPERATING SUPPLIES-OTHER	255.33	1,289.31	3,000.00	1,710.69	43.0
001-4119-406-45-22 COPIER EXPENSE	1,384.90	2,778.71	11,100.00	8,321.29	25.0
001-4119-406-46-02 OTHER REPAIR & MAINT	6,965.00	7,346.14	5,000.00	( 2,346.14)	146.9
TOTAL CITY HALL ROGER SMITH AVE	14,070.47	65,371.74	124,840.00	59,468.26	52.4
TOTAL ALL 57	.00	.00	.00	.00	.0
<u>WELCOME CENTER (CITY)</u>					
001-4158-511-21-06 WORKMENS COMPENSATION	290.47	290.47	.00	( 290.47)	.0
001-4158-511-30-90 CONTRACT SERVICES-OTHER	2,663.47	8,233.94	34,640.00	26,406.06	23.8
001-4158-511-32-01 JANITORIAL SERVICES	4,990.00	4,990.00	19,000.00	14,010.00	26.3
001-4158-511-42-01 TELEPHONE	206.25	330.99	.00	( 330.99)	.0
001-4158-511-42-10 FIBER CHARGES	806.76	1,613.52	.00	( 1,613.52)	.0
001-4158-511-43-01 ELECTRIC	456.67	799.59	5,500.00	4,700.41	14.5
001-4158-511-43-02 SEWER	86.00	127.00	480.00	353.00	26.5
001-4158-511-43-03 GAS	221.92	441.68	1,500.00	1,058.32	29.5
001-4158-511-43-04 REFUSE	94.80	94.80	1,100.00	1,005.20	8.6
001-4158-511-43-05 WATER	25.25	25.25	360.00	334.75	7.0
001-4158-511-45-10 OPERATING SUPPLIES-OTHER	.00	39.98	.00	( 39.98)	.0
001-4158-511-46-07 WELCOME CENTER REPAIRS	.00	.00	1,000.00	1,000.00	.0
TOTAL WELCOME CENTER (CITY)	9,841.59	16,987.22	63,580.00	46,592.78	26.7
TOTAL ALL 60	.00	.00	.00	.00	.0
TOTAL GENERAL SERVICES	52,957.53	180,290.90	592,592.79	412,301.89	30.4
<u>PUBLIC SAFETY</u>					

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POLICE ADMINISTRATION</u>					
001-4220-420-10-01	REGULAR WAGES	24,174.40	72,013.60	375,000.30	302,986.70	19.2
001-4220-420-11-01	OVERTIME	.00	.00	3,150.00	3,150.00	.0
001-4220-420-16-00	CITY RETIREMENT	1,208.72	3,600.68	11,685.27	8,084.59	30.8
001-4220-420-20-01	FICA/MEDICARE	846.14	2,559.42	11,021.94	8,462.52	23.2
001-4220-420-21-01	HEALTH/LIFE INSURANCE	6,224.00	18,672.00	63,403.20	44,731.20	29.5
001-4220-420-21-05	DENTAL INSURANCE	280.00	840.00	2,856.00	2,016.00	29.4
001-4220-420-21-06	WORKMENS COMPENSATION	477.42	477.42	4,725.00	4,247.58	10.1
001-4220-420-21-07	UNEMPLOYMENT	48.36	144.07	637.38	493.31	22.6
001-4220-420-22-01	ICMA POLICE	1,252.74	3,680.85	11,447.49	7,766.64	32.2
001-4220-420-30-04	COMPUTER/SOFTWARE SERVICES	.00	.00	7,650.00	7,650.00	.0
001-4220-420-30-19	INSURANCE & BONDS	.00	11,020.01	10,978.00	( 42.01)	100.4
001-4220-420-30-90	CONTRACT SERVICES-OTHER	.00	.00	6,793.20	6,793.20	.0
001-4220-420-32-90	MAINT CONTRACTS-OTHER	870.72	870.72	74,000.00	73,129.28	1.2
001-4220-420-40-00	TRAVEL/TRAINING	.00	1,648.43	4,800.00	3,151.57	34.3
001-4220-420-42-01	TELEPHONE	1,693.06	4,777.35	20,280.00	15,502.65	23.6
001-4220-420-45-07	CLOTHING ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
001-4220-420-45-10	OPERATING SUPPLIES-OTHER	340.90	532.56	3,000.00	2,467.44	17.8
001-4220-420-45-26	ACUTE CARE FACILITY	350.00	1,050.00	4,200.00	3,150.00	25.0
001-4220-420-49-03	ADVERTISING-OTHER	.00	.00	2,040.00	2,040.00	.0
001-4220-420-50-00	MEMBERSHIP & DUES	.00	390.00	2,635.00	2,245.00	14.8
001-4220-420-51-00	PUBLICATION/SUBSCRIPTION	95.00	95.00	816.00	721.00	11.6
001-4220-420-59-00	MISCELLANEOUS	2,210.48	2,210.48	14,211.00	12,000.52	15.6
	<b>TOTAL POLICE ADMINISTRATION</b>	<b>40,071.94</b>	<b>124,582.59</b>	<b>636,529.78</b>	<b>511,947.19</b>	<b>19.6</b>
	<u>PATROL</u>					
001-4221-421-10-01	REGULAR WAGES	110,211.21	327,295.23	1,408,798.34	1,081,503.11	23.2
001-4221-421-11-01	OVERTIME	7,199.27	16,881.17	68,250.00	51,368.83	24.7
001-4221-421-11-03	GRANT OVERTIME	1,175.00	4,175.00	42,000.00	37,825.00	9.9
001-4221-421-16-00	CITY RETIREMENT	5,510.56	16,364.76	70,439.92	54,075.16	23.2
001-4221-421-20-01	FICA/MEDICARE	2,228.43	6,610.11	21,141.00	14,530.89	31.3
001-4221-421-21-01	HEALTH/LIFE INSURANCE	40,456.00	119,823.00	466,200.00	346,377.00	25.7
001-4221-421-21-05	DENTAL INSURANCE	1,820.00	5,460.00	21,000.00	15,540.00	26.0
001-4221-421-21-06	WORKMENS COMPENSATION	4,206.47	4,206.47	40,500.00	36,293.53	10.4
001-4221-421-21-07	UNEMPLOYMENT	237.15	696.65	3,842.18	3,145.53	18.1
001-4221-421-22-01	ICMA POLICE	8,024.80	23,763.46	112,703.87	88,940.41	21.1
001-4221-421-30-19	INSURANCE & BONDS	( 10.75)	22,097.78	19,868.00	( 2,229.78)	111.2
001-4221-421-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	4,000.00	4,000.00	.0
001-4221-421-30-90	CONTRACT SERVICES	375.00	375.00	2,050.00	1,675.00	18.3
001-4221-421-30-95	ANIMAL IMPOUNDMENT	78.75	147.00	2,448.00	2,301.00	6.0
001-4221-421-32-90	MAINT CONTRACTS - OTHER	.00	342.56	2,000.00	1,657.44	17.1
001-4221-421-40-00	TRAVEL & TRAINING	.00	( 6,963.48)	20,400.00	27,363.48	( 34.1)
001-4221-421-45-07	CLOTHING ALLOWANCE	2,374.10	3,902.40	20,400.00	16,497.60	19.1
001-4221-421-45-10	OPERATING SUPPLIES-OTHER	.00	4,754.29	14,500.00	9,745.71	32.8
001-4221-421-45-13	DARE TRAINING MATERIALS	.00	.00	1,800.00	1,800.00	.0
001-4221-421-45-15	AMMUNITION	.00	.00	23,000.00	23,000.00	.0
001-4221-421-46-02	OTHER REPAIR & MAINT	.00	.00	56,100.00	56,100.00	.0
001-4221-421-50-00	MEMBERSHIP & DUES	.00	45.00	125.00	80.00	36.0
001-4221-421-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	153.00	153.00	.0
001-4221-421-63-01	UNDER \$5,000	11,296.68	12,333.68	.00	( 12,333.68)	.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL PATROL	195,182.67	562,310.08	2,421,719.31	1,859,409.23	23.2
	<u>POLICE SUPPORT SERVICES</u>					
001-4222-422-10-01	REGULAR WAGES	11,752.00	35,102.41	149,645.75	114,543.34	23.5
001-4222-422-11-01	OVERTIME	119.75	186.83	1,575.00	1,388.17	11.9
001-4222-422-16-00	CITY RETIREMENT	587.60	1,755.12	7,482.29	5,727.17	23.5
001-4222-422-20-01	FICA/MEDICARE	885.61	2,631.87	10,883.33	8,251.46	24.2
001-4222-422-21-01	HEALTH/LIFE INSURANCE	3,123.00	9,369.00	55,944.00	46,575.00	16.8
001-4222-422-21-05	DENTAL INSURANCE	140.00	420.00	2,520.00	2,100.00	16.7
001-4222-422-21-06	WORKMENS COMPENSATION	245.57	245.57	2,000.00	1,754.43	12.3
001-4222-422-21-07	UNEMPLOYMENT	23.76	70.61	408.12	337.51	17.3
001-4222-422-30-19	INSURANCE & BONDS	.00	104.97	105.00	.03	100.0
001-4222-422-30-90	CONTRACT SERVICES-OTHER	1,500.00	1,549.67	.00	( 1,549.67)	.0
001-4222-422-40-00	TRAVEL/TRAINING	.00	.00	3,060.00	3,060.00	.0
001-4222-422-45-07	CLOTHING ALLOWANCE	.00	176.00	510.00	334.00	34.5
001-4222-422-45-10	OPERATING SUPPLIES-OTHER	.00	47.74	1,101.60	1,053.86	4.3
	TOTAL POLICE SUPPORT SERVICES	18,377.29	51,659.79	235,235.09	183,575.30	22.0
	<u>POLICE INVESTIGATION</u>					
001-4223-423-10-01	REGULAR WAGES	29,948.80	88,850.42	440,413.80	351,563.38	20.2
001-4223-423-11-01	OVERTIME	320.84	3,106.45	11,550.00	8,443.55	26.9
001-4223-423-11-03	GRANT OVERTIME	.00	.00	4,200.00	4,200.00	.0
001-4223-423-16-00	CITY RETIREMENT	1,497.44	4,442.52	22,020.69	17,578.17	20.2
001-4223-423-20-01	FICA/MEDICARE	645.01	1,951.72	5,805.45	3,853.73	33.6
001-4223-423-21-01	HEALTH/LIFE INSURANCE	9,336.00	28,008.00	130,536.00	102,528.00	21.5
001-4223-423-21-05	DENTAL INSURANCE	420.00	1,260.00	5,880.00	4,620.00	21.4
001-4223-423-21-06	WORKMENS COMPENSATION	1,066.57	1,066.57	4,635.00	3,568.43	23.0
001-4223-423-21-07	UNEMPLOYMENT	60.54	183.92	1,201.13	1,017.21	15.3
001-4223-423-22-01	ICMA POLICE	2,106.86	6,231.93	32,030.09	25,798.16	19.5
001-4223-423-30-19	INSURANCE & BONDS	.00	10,242.63	10,200.00	( 42.63)	100.4
001-4223-423-30-90	CONTRACT SERVICES-OTHER	75.00	75.00	2,000.00	1,925.00	3.8
001-4223-423-40-00	TRAVEL & TRAINING	17.00	34.00	10,200.00	10,166.00	.3
001-4223-423-45-07	CLOTHING ALLOWANCE	.00	234.13	3.00	( 231.13)	7804.3
001-4223-423-45-10	OPERATING SUPPLIES	.00	1,107.59	7,600.00	6,492.41	14.6
001-4223-423-45-11	OPERATING EQUIPMENT	.00	.00	14,600.00	14,600.00	.0
001-4223-423-49-03	ADVERTISING	.00	.00	250.00	250.00	.0
001-4223-423-50-00	MEMBERSHIP & DUES	.00	.00	475.00	475.00	.0
001-4223-423-51-00	PUBLICATION/SUBSCRIPTION	506.99	506.99	1,734.00	1,227.01	29.2
001-4223-423-63-01	UNDER \$5,000	.00	719.55	.00	( 719.55)	.0
	TOTAL POLICE INVESTIGATION	46,001.05	148,021.42	705,334.16	557,312.74	21.0
	<u>POLICE CORRECTIONS</u>					
001-4224-424-30-16	PRISTONER CUSTODY	5,055.00	5,055.00	62,790.00	57,735.00	8.1
001-4224-424-40-02	PRISONER TRANSPORT	.00	25.00	400.00	375.00	6.3
	TOTAL POLICE CORRECTIONS	5,055.00	5,080.00	63,190.00	58,110.00	8.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING OPERATIONS</u>					
001-4225-425-32-01 JANITORIAL SERVICES	1,499.58	4,498.74	19,584.00	15,085.26	23.0
001-4225-425-32-90 MAINT CONTRACTS-OTHER	564.84	1,213.56	8,996.40	7,782.84	13.5
001-4225-425-42-01 TELEPHONE	523.20	783.75	4,896.00	4,112.25	16.0
001-4225-425-42-03 POSTAGE	274.03	274.03	4,192.20	3,918.17	6.5
001-4225-425-42-10 FIBER CHARGES	1,136.52	2,273.04	.00	( 2,273.04)	.0
001-4225-425-43-01 ELECTRIC	3,263.32	9,582.75	36,204.80	26,622.05	26.5
001-4225-425-43-02 SEWER	59.00	108.00	918.00	810.00	11.8
001-4225-425-43-03 GAS	314.56	1,488.45	2,244.00	755.55	66.3
001-4225-425-43-04 REFUSE	218.30	218.30	2,550.00	2,331.70	8.6
001-4225-425-43-05 WATER	52.29	52.29	663.00	610.71	7.9
001-4225-425-44-00 OFFICE SUPPLIES	1,487.57	1,503.55	5,610.00	4,106.45	26.8
001-4225-425-45-10 OPERATING SUPPLIES	230.04	571.58	5,100.00	4,528.42	11.2
001-4225-425-45-22 COPIER EXPENSE	583.33	1,157.59	7,650.00	6,492.41	15.1
001-4225-425-46-02 OTHER REPAIR & MAINT	6,448.75	6,964.19	16,000.00	9,035.81	43.5
001-4225-425-63-01 UNDER \$5,000	2,805.00	3,415.00	.00	( 3,415.00)	.0
TOTAL BUILDING OPERATIONS	19,460.33	34,104.82	114,608.40	80,503.58	29.8
<u>KENNEL OPERATIONS</u>					
001-4226-426-10-01 REGULAR WAGES	11,324.60	33,785.98	147,699.55	113,913.57	22.9
001-4226-426-11-01 REGULAR OVERTIME	.00	.00	1,050.00	1,050.00	.0
001-4226-426-16-00 CITY RETIREMENT	298.48	895.44	3,779.19	2,883.75	23.7
001-4226-426-20-01 FICA/MEDICARE	840.75	2,507.88	11,253.30	8,745.42	22.3
001-4226-426-21-01 HEALTH/LIFE INSURANCE	3,112.00	9,336.00	37,296.00	27,960.00	25.0
001-4226-426-21-05 DENTAL INSURANCE	140.00	420.00	1,680.00	1,260.00	25.0
001-4226-426-21-06 WORKMENS COMPENSATION	357.42	357.42	3,000.00	2,642.58	11.9
001-4226-426-21-07 UNEMPLOYMENT	22.65	67.57	422.00	354.43	16.0
001-4226-426-30-19 INSURANCE & BONDS	.00	1,494.02	1,289.00	( 205.02)	115.9
001-4226-426-30-37 SOLAR LEASE	.00	3,579.00	.00	( 3,579.00)	.0
001-4226-426-30-39 SPAY/NEUTER PROGRAM	788.25	2,595.75	12,000.00	9,404.25	21.6
001-4226-426-30-90 OTHER CONTRACTUAL SERVICES	216.00	369.00	480.00	111.00	76.9
001-4226-426-32-90 MAINT. CONTRACTS - OTHER	36.76	147.04	.00	( 147.04)	.0
001-4226-426-40-00 TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
001-4226-426-42-01 TELEPHONE	43.23	86.46	489.60	403.14	17.7
001-4226-426-42-10 FIBER CHARGES	650.20	1,300.40	.00	( 1,300.40)	.0
001-4226-426-43-01 ELECTRIC	39.90	119.70	2,142.00	2,022.30	5.6
001-4226-426-43-02 SEWER	134.00	199.00	795.60	596.60	25.0
001-4226-426-43-03 GAS	204.76	642.61	1,346.40	703.79	47.7
001-4226-426-43-04 REFUSE	54.00	54.00	652.80	598.80	8.3
001-4226-426-43-05 WATER	59.05	59.05	734.40	675.35	8.0
001-4226-426-45-07 CLOTHING ALLOWANCE	.00	365.47	600.00	234.53	60.9
001-4226-426-45-10 OTHER OPERATING SUPPLIES	61.00	2,846.55	14,400.00	11,553.45	19.8
001-4226-426-46-02 OTHER REPAIR & MAINT	.00	565.62	1,200.00	634.38	47.1
TOTAL KENNEL OPERATIONS	18,383.05	61,793.96	244,309.84	182,515.88	25.3
TOTAL PUBLIC SAFETY	342,531.33	987,552.66	4,420,926.58	3,433,373.92	22.3
<u>PUBLIC WORKS</u>					

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>P.W. ADMINISTRATION</u>					
001-4330-430-10-01 REGULAR WAGES	10,042.35	23,022.46	176,613.61	153,591.15	13.0
001-4330-430-11-01 OVERTIME	79.83	79.83	.00 (	79.83)	.0
001-4330-430-16-00 CITY RETIREMENT	502.12	1,151.13	8,830.68	7,679.55	13.0
001-4330-430-20-01 FICA/MEDICARE	747.99	1,689.32	13,456.28	11,766.96	12.6
001-4330-430-21-01 HEALTH/LIFE INSURANCE	3,117.50	9,341.50	74,592.00	65,250.50	12.5
001-4330-430-21-05 DENTAL INSURANCE	175.00	455.00	3,360.00	2,905.00	13.5
001-4330-430-21-06 WORKMENS COMPENSATION	672.64	672.64	3,825.00	3,152.36	17.6
001-4330-430-21-07 UNEMPLOYMENT	20.25	46.21	504.61	458.40	9.2
001-4330-430-30-04 COMPUTER/SOFTWARE SERVICES	.00	.00	550.00	550.00	.0
001-4330-430-30-19 INSURANCE & BONDS	.00	11,222.13	11,566.00	343.87	97.0
001-4330-430-30-24 RECORDING	.00	47.80	250.00	202.20	19.1
001-4330-430-30-31 G.I.S. MAPPING	.00	.00	6,500.00	6,500.00	.0
001-4330-430-30-34 EMPLOYEE LICENSES/TESTING	.00	155.00	250.00	95.00	62.0
001-4330-430-30-90 CONTRACT SERVICES-OTHER	1,600.00	2,086.00	25,000.00	22,914.00	8.3
001-4330-430-32-90 MAINT CONTRACTS - OTHER	.00	.00	625.00	625.00	.0
001-4330-430-40-00 TRAVEL & TRAINING	52.00	641.20	52,858.00	52,216.80	1.2
001-4330-430-42-01 TELEPHONE	85.00	85.00	3,000.00	2,915.00	2.8
001-4330-430-44-00 OFFICE SUPPLIES	49.75	197.55	2,600.00	2,402.45	7.6
001-4330-430-45-07 CLOTHING ALLOWANCE	263.27	461.50	1,400.00	938.50	33.0
001-4330-430-45-11 DATA PROCESSING SUPPLIES	.00	.00	100.00	100.00	.0
001-4330-430-45-12 SAFETY PROGRAM	.00	.00	3,000.00	3,000.00	.0
001-4330-430-46-02 OTHER REPAIR & MAINT	.00	.00	100.00	100.00	.0
001-4330-430-49-03 ADVERTISING	.00	.00	2,000.00	2,000.00	.0
001-4330-430-50-00 MEMBERSHIP & DUES	.00	.00	350.00	350.00	.0
001-4330-430-51-00 PUBLICATION/SUBSCRIPTION	.00	.00	600.00	600.00	.0
TOTAL P.W. ADMINISTRATION	17,407.70	51,354.27	391,931.18	340,576.91	13.1
TOTAL ALL 31	.00	.00	.00	.00	.0



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREETS &amp; UTILITIES</u>					
001-4332-432-10-01	REGULAR WAGES	14,857.60	44,885.62	197,136.31	152,250.69	22.8
001-4332-432-10-02	REIMBURSED WAGES	.00	.00	420.00	420.00	.0
001-4332-432-11-01	OVERTIME	451.01	1,281.82	.00	( 1,281.82)	.0
001-4332-432-16-00	CITY RETIREMENT	701.40	2,168.93	10,350.31	8,181.38	21.0
001-4332-432-20-01	FICA/MEDICARE	1,126.54	3,380.36	15,771.91	12,391.55	21.4
001-4332-432-21-01	HEALTH/LIFE INSURANCE	5,446.00	17,894.00	74,592.00	56,698.00	24.0
001-4332-432-21-05	DENTAL INSURANCE	245.00	805.00	3,360.00	2,555.00	24.0
001-4332-432-21-06	WORKMENS COMPENSATION	2,192.19	2,192.19	495.00	( 1,697.19)	442.9
001-4332-432-21-07	UNEMPLOYMENT	30.63	92.35	591.45	499.10	15.6
001-4332-432-30-11	SOLID WASTE DISPOSAL	.00	.00	4,000.00	4,000.00	.0
001-4332-432-30-18	WEED CUTTING/SPRAYING	.00	21.48	8,000.00	7,978.52	.3
001-4332-432-30-19	INSURANCE & BONDS	.00	1,784.41	5,436.60	3,652.19	32.8
001-4332-432-30-34	EMPLOYEE LICENSES/TESTING	.00	228.50	1,000.00	771.50	22.9
001-4332-432-30-90	OTHER CONTRACTUAL SERVICES	.00	2,880.00	1,000.00	( 1,880.00)	288.0
001-4332-432-40-00	TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
001-4332-432-42-01	TELEPHONE	287.31	891.93	4,200.00	3,308.07	21.2
001-4332-432-45-07	CLOTHING ALLOWANCE	32.95	597.02	3,000.00	2,402.98	19.9
001-4332-432-45-10	OPERATING SUPPLIES	502.82	606.75	4,000.00	3,393.25	15.2
001-4332-432-45-18	STREET REPAIR SUPPLIES	1,625.50	6,440.93	25,000.00	18,559.07	25.8
001-4332-432-46-02	OTHER REPAIR & MAINT	853.88	853.88	1,000.00	146.12	85.4
001-4332-432-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	200.00	200.00	.0
001-4332-432-52-00	EQUIPMENT RENTALS	.00	.00	200.00	200.00	.0
001-4332-432-59-19	CITY-WIDE CLEANUP	36.00	46.00	10,000.00	9,954.00	.5
001-4332-432-63-01	UNDER \$5,000	2,000.00	2,000.00	12,500.00	10,500.00	16.0
	TOTAL STREETS & UTILITIES	30,388.83	89,051.17	383,753.58	294,702.41	23.2
	<u>TRAFFIC SERVICES</u>					
001-4333-433-43-01	ELECTRIC	20,500.60	31,030.40	130,000.00	98,969.60	23.9
001-4333-433-45-02	SIGN SUPPLIES	1,224.61	1,224.61	15,000.00	13,775.39	8.2
001-4333-433-45-03	PAINT SUPPLIES	.00	.00	35,000.00	35,000.00	.0
001-4333-433-46-02	OTHER REPAIR & MAINT	.00	269.97	3,500.00	3,230.03	7.7
001-4333-433-63-01	UNDER \$5,000	.00	.00	500.00	500.00	.0
	TOTAL TRAFFIC SERVICES	21,725.21	32,524.98	184,000.00	151,475.02	17.7
	<u>SNOW &amp; ICE REMOVAL</u>					
001-4334-434-30-19	INSURANCE & BONDS	.00	5,654.90	27,941.41	22,286.51	20.2
001-4334-434-30-34	SNOW REMOVAL	.00	.00	200.00	200.00	.0
001-4334-434-30-90	CONTRACTUAL SERVICES	.00	.00	16,000.00	16,000.00	.0
001-4334-434-45-10	OPERATING SUPPLIES	.00	.00	30,000.00	30,000.00	.0
	TOTAL SNOW & ICE REMOVAL	.00	5,654.90	74,141.41	68,486.51	7.6

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET CLEANING</u>					
001-4335-435-10-01	REGULAR WAGES	7,833.60	25,539.20	103,927.06	78,387.86	24.6
001-4335-435-10-02	REIMBURSED WAGES	( 3,729.60)	( 7,903.20)	.00	7,903.20	.0
001-4335-435-10-10	EMPLOYEE INCENTIVES	.00	.00	115.50	115.50	.0
001-4335-435-11-01	OVERTIME	.00	.00	1,575.00	1,575.00	.0
001-4335-435-16-00	CITY RETIREMENT	391.68	1,276.96	5,196.36	3,919.40	24.6
001-4335-435-20-01	FICA/MEDICARE	564.33	1,848.92	7,918.25	6,069.33	23.4
001-4335-435-21-01	HEALTH INSURANCE PREMIUM	3,112.00	9,336.00	37,296.00	27,960.00	25.0
001-4335-435-21-05	DENTAL INSURANCE	140.00	420.00	1,680.00	1,260.00	25.0
001-4335-435-21-06	WORKMENS COMPENSATION	563.86	563.86	5,544.00	4,980.14	10.2
001-4335-435-21-07	UNEMPLOYMENT	15.68	51.11	296.93	245.82	17.2
001-4335-435-30-19	INSURANCE & BONDS	.00	1,182.54	2,589.74	1,407.20	45.7
001-4335-435-30-34	EMPLOYEE LICENSES/TESTING	.00	20.00	350.00	330.00	5.7
001-4335-435-45-07	CLOTHING ALLOWANCE	.00	309.43	600.00	290.57	51.6
001-4335-435-45-10	OPERATING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
	TOTAL STREET CLEANING	8,891.55	32,644.82	177,088.84	144,444.02	18.4
	TOTAL ALL 55	.00	.00	.00	.00	.0
	TOTAL PUBLIC WORKS	78,413.29	211,230.14	1,210,915.01	999,684.87	17.4
	<u>PARKS &amp; RECREATION</u>					
	<u>ADMINISTRATION</u>					
001-4550-459-10-01	REGULAR WAGES	8,076.92	16,153.84	80,284.44	64,130.60	20.1
001-4550-459-10-10	EMPLOYEE INCENTIVES	.00	.00	107.10	107.10	.0
001-4550-459-16-00	CITY RETIREMENT	403.84	807.68	4,014.22	3,206.54	20.1
001-4550-459-20-01	FICA/MEDICARE	599.57	1,215.71	6,116.91	4,901.20	19.9
001-4550-459-21-01	HEALTH/LIFE INSURANCE	1,556.00	1,567.00	19,207.44	17,640.44	8.2
001-4550-459-21-05	DENTAL INSURANCE	70.00	140.00	840.00	700.00	16.7
001-4550-459-21-06	WORKMENS COMPENSATION	278.80	278.80	1,105.00	826.20	25.2
001-4550-459-21-07	UNEMPLOYMENT	16.16	32.32	229.38	197.06	14.1
001-4550-459-30-19	INSURANCE & BONDS	.00	115.55	115.00	( .55)	100.5
001-4550-459-30-90	CONTRACT SERVICES-OTHER	.00	155.00	.00	( 155.00)	.0
001-4550-459-40-00	TRAVEL & TRAINING	.00	.00	1,800.00	1,800.00	.0
001-4550-459-40-01	EMPLOYEE SIGNING BONUS	.00	17,000.00	.00	( 17,000.00)	.0
001-4550-459-42-01	TELEPHONE	.00	.00	840.00	840.00	.0
001-4550-459-44-00	OFFICE SUPPLIES	.00	.00	250.00	250.00	.0
001-4550-459-45-07	CLOTHING ALLOWANCE	.00	.00	250.00	250.00	.0
001-4550-459-45-10	OPERATING SUPPLIES-OTHER	.00	.00	500.00	500.00	.0
001-4550-459-48-00	PRINTING	.00	.00	300.00	300.00	.0
001-4550-459-49-03	ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
001-4550-459-50-00	MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
	TOTAL ADMINISTRATION	11,001.29	37,465.90	116,709.49	79,243.59	32.1

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>AQUATICS</u>					
001-4551-451-10-01	REGULAR WAGES	2,695.04	7,589.12	148,032.75	140,443.63	5.1
001-4551-451-16-00	CITY RETIREMENT	134.76	379.48	1,150.80	771.32	33.0
001-4551-451-20-01	FICA/MEDICARE	204.58	576.06	8,809.66	8,233.60	6.5
001-4551-451-21-01	HEALTH/LIFE INSURANCE	626.80	1,876.00	7,682.98	5,806.98	24.4
001-4551-451-21-05	DENTAL INSURANCE	56.00	140.00	336.00	196.00	41.7
001-4551-451-21-06	WORKMENS COMPENSATION	263.07	263.07	2,950.00	2,686.93	8.9
001-4551-451-21-07	UNEMPLOYMENT	5.38	15.15	330.36	315.21	4.6
001-4551-451-30-19	INSURANCE & BONDS	.00	4,947.45	4,929.00	( 18.45)	100.4
001-4551-451-30-90	CONTRACT SERVICES - OTHER	22.00	66.00	954.00	888.00	6.9
001-4551-451-40-00	TRAVEL & TRAINING	300.00	315.80	2,000.00	1,684.20	15.8
001-4551-451-42-01	TELEPHONE	60.88	121.76	600.00	478.24	20.3
001-4551-451-42-10	FIBER CHARGES	323.80	647.60	.00	( 647.60)	.0
001-4551-451-43-01	ELECTRIC	242.22	528.49	10,000.00	9,471.51	5.3
001-4551-451-43-02	SEWER	86.00	127.00	1,200.00	1,073.00	10.6
001-4551-451-43-03	GAS	29.90	88.69	4,000.00	3,911.31	2.2
001-4551-451-43-04	REFUSE	132.30	132.30	2,000.00	1,867.70	6.6
001-4551-451-43-05	WATER	.00	.00	250.00	250.00	.0
001-4551-451-44-00	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
001-4551-451-45-02	SIGN & PAINT SUPPLIES	.00	.00	500.00	500.00	.0
001-4551-451-45-06	CHEMICALS & LAB	.00	4,676.98	7,000.00	2,323.02	66.8
001-4551-451-45-07	CLOTHING ALLOWANCE	.00	166.75	1,500.00	1,333.25	11.1
001-4551-451-45-10	OPERATING SUPPLIES-OTHER	( 123.08)	1,615.43	6,200.00	4,584.57	26.1
001-4551-451-45-23	CONCESSION	.00	.00	5,000.00	5,000.00	.0
001-4551-451-46-02	OTHER REPAIR & MAINT	.00	1,681.56	24,000.00	22,318.44	7.0
001-4551-451-48-90	PRINTING-OTHER	.00	.00	500.00	500.00	.0
001-4551-451-49-03	ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
	TOTAL AQUATICS	5,059.65	25,954.69	240,675.55	214,720.86	10.8
	<u>GOLF COURSE ADMIN</u>					
001-4552-452-30-05	GOLF PRO SERVICES	9,000.00	18,000.00	41,500.00	23,500.00	43.4
001-4552-452-30-07	CREDIT CARD CHARGES	1,200.57	1,618.57	5,000.00	3,381.43	32.4
001-4552-452-30-19	INSURANCE & BONDS	.00	1,912.12	1,904.00	( 8.12)	100.4
001-4552-452-32-90	MAINT CONTRACTS-OTHER	1,064.51	1,135.51	1,064.00	( 71.51)	106.7
001-4552-452-42-01	TELEPHONE	194.20	263.72	850.00	586.28	31.0
001-4552-452-43-02	SEWER	145.00	186.00	900.00	714.00	20.7
001-4552-452-43-04	REFUSE	192.95	192.95	1,800.00	1,607.05	10.7
001-4552-452-43-05	WATER	32.01	32.01	750.00	717.99	4.3
001-4552-452-45-10	OPERATING SUPPLIES-OTHER	.00	.00	1,000.00	1,000.00	.0
001-4552-452-46-02	OTHER REPAIR & MAINT	1,989.37	1,999.37	1,500.00	( 499.37)	133.3
001-4552-452-48-90	PRINTING-OTHER	.00	198.00	500.00	302.00	39.6
001-4552-452-49-03	ADVERTISING-OTHER	.00	.00	5,000.00	5,000.00	.0
	TOTAL GOLF COURSE ADMIN	13,818.61	25,538.25	61,768.00	36,229.75	41.4

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE MAINTENANCE</u>					
001-4553-453-10-01 REGULAR WAGES	8,697.60	29,176.31	215,281.04	186,104.73	13.6
001-4553-453-10-10 EMPLOYEE INCENTIVES	.00	.00	113.40	113.40	.0
001-4553-453-11-01 OVERTIME	.00	.00	1,050.00	1,050.00	.0
001-4553-453-16-00 CITY RETIREMENT	434.88	1,417.03	7,108.50	5,691.47	19.9
001-4553-453-20-01 FICA/MEDICARE	638.84	2,129.75	16,402.36	14,272.61	13.0
001-4553-453-21-01 HEALTH/LIFE INSURANCE	3,112.00	10,892.00	57,622.32	46,730.32	18.9
001-4553-453-21-05 DENTAL INSURANCE	140.00	490.00	2,520.00	2,030.00	19.4
001-4553-453-21-06 WORKMENS COMPENSATION	450.24	450.24	5,850.00	5,399.76	7.7
001-4553-453-21-07 UNEMPLOYMENT	17.40	58.36	615.09	556.73	9.5
001-4553-453-30-19 INSURANCE & BONDS	.00	1,750.05	1,780.00	29.95	98.3
001-4553-453-30-26 MVI IRRIGATION WATER	.00	3,455.00	13,205.00	9,750.00	26.2
001-4553-453-30-34 EMPLOYEE LICENSES/TESTING	.00	10.00	500.00	490.00	2.0
001-4553-453-30-37 G.C. MAINTENANCE - SOLAR LEASE	.00	3,913.00	3,913.00	.00	100.0
001-4553-453-30-90 CONTRACT SERVICES-OTHER	.00	.00	750.00	750.00	.0
001-4553-453-32-90 MAINT CONTRACTS - OTHER	45.50	136.50	9,770.00	9,633.50	1.4
001-4553-453-40-00 TRAVEL & TRAINING	.00	.00	2,100.00	2,100.00	.0
001-4553-453-42-01 TELEPHONE	288.50	700.08	2,825.00	2,124.92	24.8
001-4553-453-42-10 FIBER CHARGES	563.80	1,127.60	6,766.00	5,638.40	16.7
001-4553-453-43-01 ELECTRIC	388.21	1,181.53	19,550.00	18,368.47	6.0
001-4553-453-43-02 SEWER	86.00	127.00	444.00	317.00	28.6
001-4553-453-43-03 GAS	79.07	158.15	597.00	438.85	26.5
001-4553-453-43-04 REFUSE	192.95	192.95	3,000.00	2,807.05	6.4
001-4553-453-43-05 WATER	25.25	25.25	3,500.00	3,474.75	.7
001-4553-453-45-01 PLANTS & TREES	.00	1,000.00	2,000.00	1,000.00	50.0
001-4553-453-45-02 SIGN & PAINT SUPPLIES	.00	.00	500.00	500.00	.0
001-4553-453-45-06 CHEMICALS & LAB	.00	.00	26,000.00	26,000.00	.0
001-4553-453-45-07 CLOTHING ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
001-4553-453-45-10 OPERATING SUPPLIES-OTHER	2,616.32	4,108.52	28,000.00	23,891.48	14.7
001-4553-453-45-16 VEH REPAIR & MAINTENANCE	1,368.26	4,424.18	12,500.00	8,075.82	35.4
001-4553-453-46-02 OTHER REPAIR & MAINT	55.00	55.00	7,500.00	7,445.00	.7
001-4553-453-49-03 ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
001-4553-453-50-00 MEMBERSHIP & DUES	.00	.00	695.00	695.00	.0
TOTAL GOLF COURSE MAINTENANCE	19,199.82	66,978.50	453,907.71	386,929.21	14.8

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CITY PARKS</u>					
001-4554-454-10-01	REGULAR WAGES	41,113.87	72,689.08	258,406.05	185,716.97	28.1
001-4554-454-11-01	REGULAR OVERTIME	809.21	823.34	630.00	( 193.34)	130.7
001-4554-454-16-00	CITY RETIREMENT	503.76	1,866.64	7,851.00	5,984.36	23.8
001-4554-454-20-01	FICA/MEDICARE	3,172.80	5,520.75	19,736.08	14,215.33	28.0
001-4554-454-21-01	HEALTH/LIFE INSURANCE	4,668.00	14,004.00	57,622.32	43,618.32	24.3
001-4554-454-21-05	DENTAL INSURANCE	210.00	630.00	2,520.00	1,890.00	25.0
001-4554-454-21-06	WORKMENS COMPENSATION	706.23	706.23	8,550.00	7,843.77	8.3
001-4554-454-21-07	UNEMPLOYMENT	83.84	147.01	740.10	593.09	19.9
001-4554-454-30-19	INSURANCE & BONDS	.00	8,099.76	7,992.00	( 107.76)	101.4
001-4554-454-30-26	MVI IRRIGATION WATER	.00	2,696.00	12,950.00	10,254.00	20.8
001-4554-454-30-34	EMPLOYEE LICENSES/TESTING	102.00	132.00	375.00	243.00	35.2
001-4554-454-30-44	TREE TRIMMING	.00	.00	60,000.00	60,000.00	.0
001-4554-454-30-90	CONTRACT SERVICES-OTHER	22.00	66.00	7,628.00	7,562.00	.9
001-4554-454-32-90	MAINT CONTRACTS - OTHER	.00	.00	73,000.00	73,000.00	.0
001-4554-454-40-00	TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00	.0
001-4554-454-42-01	TELEPHONE	327.07	876.91	3,531.00	2,654.09	24.8
001-4554-454-42-10	FIBER CHARGES	386.68	773.36	4,640.00	3,866.64	16.7
001-4554-454-43-01	ELECTRIC	1,672.31	5,204.45	35,000.00	29,795.55	14.9
001-4554-454-43-02	SEWER	642.00	957.00	4,500.00	3,543.00	21.3
001-4554-454-43-03	GAS	159.96	318.16	1,000.00	681.84	31.8
001-4554-454-43-04	REFUSE	1,069.40	1,069.40	14,000.00	12,930.60	7.6
001-4554-454-43-05	WATER	754.08	754.08	40,000.00	39,245.92	1.9
001-4554-454-45-01	PLANTS & TREES	.00	.00	25.00	25.00	.0
001-4554-454-45-02	SIGN & PAINT SUPPLIES	.00	50.56	2,000.00	1,949.44	2.5
001-4554-454-45-06	CHEMICALS & LAB	.00	.00	12,000.00	12,000.00	.0
001-4554-454-45-07	CLOTHING ALLOWANCE	.00	65.90	1,000.00	934.10	6.6
001-4554-454-45-10	OPERATING SUPPLIES-OTHER	1,343.49	2,513.00	26,000.00	23,487.00	9.7
001-4554-454-45-16	VEH REPAIR & MAINTENANCE	3,733.95	4,140.14	9,000.00	4,859.86	46.0
001-4554-454-46-02	OTHER REPAIR & MAINT	9,316.03	11,087.55	30,000.00	18,912.45	37.0
001-4554-454-49-03	ADVERTISING-OTHER	42.58	65.38	250.00	184.62	26.2
001-4554-454-50-00	MEMBERSHIP & DUES	.00	.00	150.00	150.00	.0
001-4554-454-52-00	EQUIPMENT RENTALS	.00	.00	500.00	500.00	.0
001-4554-454-62-07	L.TAX BEAUTIFICATION	.00	.00	30,000.00	30,000.00	.0
	TOTAL CITY PARKS	70,839.26	135,256.70	734,596.55	599,339.85	18.4

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECREATION</u>					
001-4555-455-10-01	REGULAR WAGES	5,143.83	12,325.30	105,525.00	93,199.70	11.7
001-4555-455-11-01	OVERTIME	.00	.00	1,050.00	1,050.00	.0
001-4555-455-16-00	CITY RETIREMENT	162.64	487.92	1,986.94	1,499.02	24.6
001-4555-455-20-01	FICA/MEDICARE	375.18	887.91	8,040.00	7,152.09	11.0
001-4555-455-21-01	HEALTH/LIFE INSURANCE	1,556.00	4,668.00	19,207.44	14,539.44	24.3
001-4555-455-21-05	DENTAL INSURANCE	70.00	210.00	840.00	630.00	25.0
001-4555-455-21-06	WORKMENS COMPENSATION	290.09	290.09	1,450.00	1,159.91	20.0
001-4555-455-21-07	UNEMPLOYMENT	10.28	24.63	301.50	276.87	8.2
001-4555-455-30-19	INSURANCE & BONDS	.00	627.58	625.00	( 2.58)	100.4
001-4555-455-30-55	FACILITY USE	.00	.00	1,000.00	1,000.00	.0
001-4555-455-30-90	CONTRACT SERVICES-OTHER	188.50	531.50	17,000.00	16,468.50	3.1
001-4555-455-40-00	TRAVEL & TRAINING	.00	.00	1,275.00	1,275.00	.0
001-4555-455-42-01	TELEPHONE	70.00	210.00	840.00	630.00	25.0
001-4555-455-45-07	CLOTHING ALLOWANCE	.00	.00	400.00	400.00	.0
001-4555-455-45-10	OPERATING SUPPLIES-OTHER	1,781.00	2,859.74	13,000.00	10,140.26	22.0
001-4555-455-46-02	OTHER REPAIR & MAINT	.00	6.16	500.00	493.84	1.2
001-4555-455-49-03	ADVERTISING-OTHER	.00	.00	250.00	250.00	.0
001-4555-455-50-00	MEMBERSHIP & DUES	.00	.00	350.00	350.00	.0
001-4555-455-55-00	SPECIAL EVENTS	.00	.00	5,500.00	5,500.00	.0
	TOTAL RECREATION	9,647.52	23,128.83	179,140.88	156,012.05	12.9
	TOTAL ALL 56	.00	.00	.00	.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	.00	.00	.0
	TOTAL PARKS & RECREATION	129,566.15	314,322.87	1,786,798.18	1,472,475.31	17.6
	<u>PLANNING &amp; ZONING DEPT</u>					

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING DEPT</u>					
001-4661-409-10-01	REGULAR WAGES	17,444.07	45,404.85	269,202.27	223,797.42 16.9
001-4661-409-11-01	OVERTIME	.00	.00	1,050.00	1,050.00 .0
001-4661-409-16-00	CITY RETIREMENT	806.24	2,024.52	12,272.57	10,248.05 16.5
001-4661-409-20-01	FICA/MEDICARE	1,285.74	3,351.22	20,510.65	17,159.43 16.3
001-4661-409-21-01	HEALTH/LIFE INSURANCE	4,679.00	10,936.00	93,240.00	82,304.00 11.7
001-4661-409-21-05	DENTAL INSURANCE	210.00	560.00	4,200.00	3,640.00 13.3
001-4661-409-21-06	WORKMENS COMPENSATION	527.61	527.61	4,725.00	4,197.39 11.2
001-4661-409-21-07	UNEMPLOYMENT	34.90	90.83	769.15	678.32 11.8
001-4661-409-30-03	ABATEMENT/DANGEROUS BLDGS	.00	.00	10,000.00	10,000.00 .0
001-4661-409-30-04	COMPUTER/SOFTWARE SERVICES	.00	.00	13,700.00	13,700.00 .0
001-4661-409-30-19	INSURANCE & BONDS	.00	2,238.71	2,200.00	( 38.71) 101.8
001-4661-409-30-24	RECORDING	.00	.00	750.00	750.00 .0
001-4661-409-30-34	EMPLOYEE LICENSES/TESTING	.00	173.50	.00	( 173.50) .0
001-4661-409-30-90	CONTRACT SERVICES-OTHER	8,496.00	11,193.50	7,700.00	( 3,493.50) 145.4
001-4661-409-40-00	TRAVEL & TRAINING	.00	.00	14,350.00	14,350.00 .0
001-4661-409-42-01	TELEPHONE	243.71	731.13	4,000.00	3,268.87 18.3
001-4661-409-44-00	OFFICE SUPPLIES	.00	.00	400.00	400.00 .0
001-4661-409-45-07	CLOTHING ALLOWANCE	.00	.00	1,000.00	1,000.00 .0
001-4661-409-45-10	OPERATING SUPPLIES	117.30	271.71	9,400.00	9,128.29 2.9
001-4661-409-45-33	PUBLIC OUTREACH	.00	.00	1,200.00	1,200.00 .0
001-4661-409-49-03	ADVERTISING	56.70	56.70	2,000.00	1,943.30 2.8
001-4661-409-49-05	LAND USE CODE REVISIONS	.00	.00	10,000.00	10,000.00 .0
001-4661-409-49-06	BUILDING CODE	.00	.00	750.00	750.00 .0
001-4661-409-50-00	MEMBERSHIP & DUES	.00	500.00	7,635.00	7,135.00 6.6
001-4661-409-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	1,000.00	1,000.00 .0
TOTAL PLANNING & ZONING DEPT		33,901.27	78,060.28	492,054.64	413,994.36 15.9
TOTAL PLANNING & ZONING DEPT		33,901.27	78,060.28	492,054.64	413,994.36 15.9
<u>CITYWIDE OPERATIONS</u>					
<u>INTERNAL OPERATION EXP</u>					
001-9899-989-46-08	EQUIPMENT REPAIR-INTERNAL	50,705.43	50,705.43	.00	( 50,705.43) .0
001-9899-989-46-09	FLEET FUEL COSTS	28,516.94	28,516.94	.00	( 28,516.94) .0
001-9899-989-90-12	DISPATCH SERVICES	.00	315,604.91	355,420.00	39,815.09 88.8
TOTAL INTERNAL OPERATION EXP		79,222.37	394,827.28	355,420.00	( 39,407.28) 111.1
TOTAL CITYWIDE OPERATIONS		79,222.37	394,827.28	355,420.00	( 39,407.28) 111.1
TOTAL FUND EXPENDITURES		972,052.94	2,919,680.21	12,235,530.06	9,315,849.85 23.9
NET REVENUE OVER EXPENDITURES		27,923.23	280,678.99	2,866,083.94	2,585,404.95 9.8

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
005-0000-311-12-03	LODGERS TAX	9,543.60	29,883.04	164,556.48	134,673.44	18.2
	TOTAL TAXES	9,543.60	29,883.04	164,556.48	134,673.44	18.2
	TOTAL FUND REVENUE	9,543.60	29,883.04	164,556.48	134,673.44	18.2



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

LODGERS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>GENERAL GOVERNMENT</u>					
	<u>CITY COUNCIL</u>					
005-4010-400-30-07	CREDIT CARD CHARGES	6.88	19.07	324.00	304.93	5.9
005-4010-400-30-12	MV COUNTRY-TOURISM CONTRACT	32,911.20	65,822.40	131,644.80	65,822.40	50.0
005-4010-400-90-01	GENERAL FUND - BEAUTIFICATION	.00	.00	24,683.40	24,683.40	.0
005-4010-400-90-10	TRANSFER TO GENERAL FUND	.00	.00	7,904.00	7,904.00	.0
	TOTAL CITY COUNCIL	32,918.08	65,841.47	164,556.20	98,714.73	40.0
	TOTAL GENERAL GOVERNMENT	32,918.08	65,841.47	164,556.20	98,714.73	40.0
	TOTAL FUND EXPENDITURES	32,918.08	65,841.47	164,556.20	98,714.73	40.0
	NET REVENUE OVER EXPENDITURES	( 23,374.48)	( 35,958.43)	.28	35,958.71	(12842

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

SHOP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
101-0000-367-39-00	SALES TO OTHER FUNDS	50,249.39	50,249.39	421,996.54	371,747.15	11.9
101-0000-367-39-01	SALES TO OTHER FUNDS - REPAIRS	70,997.33	70,997.33	.00	( 70,997.33)	.0
	TOTAL REVENUE	121,246.72	121,246.72	421,996.54	300,749.82	28.7
	TOTAL FUND REVENUE	121,246.72	121,246.72	421,996.54	300,749.82	28.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

SHOP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL SERVICES</u>						
<u>SHOP</u>						
101-4110-616-10-01	REGULAR WAGES	22,847.21	68,292.63	276,595.79	208,303.16	24.7
101-4110-616-16-00	CITY RETIREMENT	1,111.76	3,384.03	13,829.79	10,445.76	24.5
101-4110-616-20-01	FICA/MEDICARE	1,685.54	5,037.56	21,073.97	16,036.41	23.9
101-4110-616-21-01	HEALTH/LIFE INSURANCE	7,780.00	23,340.00	93,240.00	69,900.00	25.0
101-4110-616-21-05	DENTAL INSURANCE	350.00	1,050.00	4,200.00	3,150.00	25.0
101-4110-616-21-06	WORKMENS COMPENSATION	901.48	901.48	29,884.00	28,982.52	3.0
101-4110-616-21-07	UNEMPLOYMENT	45.70	136.60	790.27	653.67	17.3
101-4110-616-30-04	COMPUTER/SOFTWARE SERVICES	.00	.00	5,000.00	5,000.00	.0
101-4110-616-30-19	INSURANCE & BONDS	.00	778.46	775.00	( 3.46)	100.5
101-4110-616-30-34	EMPLOYEE LICENSES/TESTING	.00	20.00	500.00	480.00	4.0
101-4110-616-30-90	CONTRACT SERVICES-OTHER	.00	540.00	3,000.00	2,460.00	18.0
101-4110-616-32-90	MAINT CONTRACTS-OTHER	.00	.00	13,120.00	13,120.00	.0
101-4110-616-40-00	TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
101-4110-616-42-01	TELEPHONE	90.00	270.00	1,080.00	810.00	25.0
101-4110-616-44-00	OFFICE SUPPLIES	36.30	66.66	400.00	333.34	16.7
101-4110-616-45-04	OIL	1,479.50	2,898.30	16,000.00	13,101.70	18.1
101-4110-616-45-05	TIRES	918.62	2,184.53	35,000.00	32,815.47	6.2
101-4110-616-45-07	CLOTHING ALLOWANCE	125.48	313.70	2,500.00	2,186.30	12.6
101-4110-616-45-10	OPERATING SUPPLIES-OTHER	436.71	1,054.08	5,000.00	3,945.92	21.1
101-4110-616-45-16	VEH REPAIR & MAINTENANCE	7,405.32	26,202.87	110,000.00	83,797.13	23.8
101-4110-616-46-02	OTHER REPAIR & MAINT	.00	774.00	10,000.00	9,226.00	7.7
101-4110-616-47-02	FUEL & OIL	35,416.53	47,636.52	205,000.00	157,363.48	23.2
101-4110-616-50-00	MEMBERSHIP & DUES	.00	.00	180.00	180.00	.0
101-4110-616-59-00	MISCELLANEOUS	.00	.00	150.00	150.00	.0
101-4110-616-90-01	GENERAL FUND	.00	.00	44,376.61	44,376.61	.0
101-4110-617-32-01	JANITORIAL SERVICES	1,680.00	3,630.00	23,400.00	19,770.00	15.5
101-4110-617-32-90	MAINT CONTRACTS-OTHER	571.78	1,524.20	7,000.00	5,475.80	21.8
101-4110-617-42-01	TELEPHONE	93.64	187.28	1,020.00	832.72	18.4
101-4110-617-42-03	POSTAGE	200.37	477.75	1,700.00	1,222.25	28.1
101-4110-617-42-10	FIBER CHARGES	256.00	512.00	.00	( 512.00)	.0
101-4110-617-43-01	ELECTRIC	3,112.11	8,946.74	50,000.00	41,053.26	17.9
101-4110-617-43-02	SEWER	196.00	282.00	1,675.00	1,393.00	16.8
101-4110-617-43-03	GAS	1,510.34	5,041.83	8,200.00	3,158.17	61.5
101-4110-617-43-04	REFUSE	312.00	312.00	3,775.00	3,463.00	8.3
101-4110-617-43-05	WATER	470.22	470.22	2,150.00	1,679.78	21.9
101-4110-617-44-00	OFFICE SUPPLIES	49.02	81.10	1,000.00	918.90	8.1
101-4110-617-45-10	OPERATING SUPPLIES	188.03	806.29	5,000.00	4,193.71	16.1
101-4110-617-45-22	COPIER EXPENSE	810.85	2,187.50	9,000.00	6,812.50	24.3
101-4110-617-46-02	OTHER REPAIR & MAINT	506.15	557.42	6,000.00	5,442.58	9.3
101-4110-617-63-02	OVER \$5,000	28.67	45.83	.00	( 45.83)	.0
101-4110-618-32-90	MAINT CONTRACTS-OTHER	.00	.00	1,000.00	1,000.00	.0
TOTAL SHOP		90,615.33	209,943.58	1,014,615.43	804,671.85	20.7
TOTAL GENERAL SERVICES		90,615.33	209,943.58	1,014,615.43	804,671.85	20.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

SHOP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	90,615.33	209,943.58	1,014,615.43	804,671.85	20.7
NET REVENUE OVER EXPENDITURES	30,631.39	( 88,696.86)	( 592,618.89)	( 503,922.03)	( 15.0)

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMPUTER SERVICES</u>						
105-0000-336-10-00	CORTEZ FIRE PROTECTION DI	700.00	2,100.00	32,000.00	29,900.00	6.6
TOTAL COMPUTER SERVICES		700.00	2,100.00	32,000.00	29,900.00	6.6
TOTAL FUND REVENUE		700.00	2,100.00	32,000.00	29,900.00	6.6

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

TECHNOLOGY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>						
<u>IT DEPARTMENT</u>						
105-4015-615-10-01	REGULAR WAGES	16,945.60	50,328.00	216,518.17	166,190.17	23.2
105-4015-615-11-01	REGULAR OVERTIME	988.35	2,749.68	3,000.00	250.32	91.7
105-4015-615-16-00	CITY RETIREMENT	847.28	2,516.40	8,745.91	6,229.51	28.8
105-4015-615-20-01	FICA/MEDICARE	1,321.44	3,908.93	13,327.10	9,418.17	29.3
105-4015-615-21-01	HEALTH/LIFE INSURANCE	6,224.00	18,672.00	55,944.00	37,272.00	33.4
105-4015-615-21-05	DENTAL INSURANCE	280.00	840.00	2,520.00	1,680.00	33.3
105-4015-615-21-06	WORKMENS COMPENSATION	242.50	242.50	264.00	21.50	91.9
105-4015-615-21-07	UNEMPLOYMENT	35.87	106.15	499.77	393.62	21.2
105-4015-615-30-19	INSURANCE & BONDS	.00	5,653.02	882.00	( 4,771.02)	640.9
105-4015-615-30-34	EMPLOYEE LICENSES/TESTING	.00	.00	200.00	200.00	.0
105-4015-615-30-57	E-WASTE	.00	.00	1,500.00	1,500.00	.0
105-4015-615-30-90	COMPUTER MAINT CONTRACTS	9,500.82	23,836.78	284,960.00	261,123.22	8.4
105-4015-615-40-00	TRAVEL & TRAINING	.00	.00	10,000.00	10,000.00	.0
105-4015-615-42-01	TELEPHONE	457.51	1,159.71	5,100.00	3,940.29	22.7
105-4015-615-44-00	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
105-4015-615-45-07	CLOTHING ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
105-4015-615-45-10	OPERATING SUPPLIES	.00	16.24	20,000.00	19,983.76	.1
105-4015-615-46-02	OTHER REPAIR & MAINT	747.40	747.40	.00	( 747.40)	.0
105-4015-615-46-05	OTHER SOFTWARE MAINTENANC	.00	307.97	.00	( 307.97)	.0
105-4015-615-60-11	CAPITAL PROJECTS	1,092.90	12,791.16	50,000.00	37,208.84	25.6
105-4015-615-91-00	DEPRECIATION EXPENSE	.00	.00	7,825.00	7,825.00	.0
	TOTAL IT DEPARTMENT	38,683.67	123,875.94	683,285.95	559,410.01	18.1
<u>FIBER NETWORK</u>						
105-4017-581-32-90	MAINT. CONTRACTS - OTHER	.00	.00	5,000.00	5,000.00	.0
	TOTAL FIBER NETWORK	.00	.00	5,000.00	5,000.00	.0
<u>NETWORK SERVICES</u>						
105-4019-581-32-90	MAINT. CONTRACTS - OTHER	.00	.00	45,000.00	45,000.00	.0
105-4019-581-42-06	CITY-WIDE T-1 LINE	572.69	1,145.38	.00	( 1,145.38)	.0
105-4019-581-45-10	OTHER REPAIR & MAINTENANCE	.00	100.00	.00	( 100.00)	.0
105-4019-581-46-02	OTHER REPAIR & MAINT	.00	302.68	3,000.00	2,697.32	10.1
105-4019-581-46-03	EQUIPMENT REPLACEMENTS	.00	.00	115,000.00	115,000.00	.0
	TOTAL NETWORK SERVICES	572.69	1,548.06	163,000.00	161,451.94	1.0
	TOTAL GENERAL GOVERNMENT	39,256.36	125,424.00	851,285.95	725,861.95	14.7
	TOTAL FUND EXPENDITURES	39,256.36	125,424.00	851,285.95	725,861.95	14.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

TECHNOLOGY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	( 38,556.36)	( 123,324.00)	( 819,285.95)	( 695,961.95)	( 15.1)

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
301-0000-311-12-01	SALES TAX	124,653.62	442,307.62	1,722,620.00	1,280,312.38	25.7
	TOTAL TAXES	124,653.62	442,307.62	1,722,620.00	1,280,312.38	25.7
	<u>INTEREST</u>					
301-0000-361-20-00	INVESTMENT	16.58	2,411.10	7,986.00	5,574.90	30.2
	TOTAL INTEREST	16.58	2,411.10	7,986.00	5,574.90	30.2
	<u>REVENUE</u>					
301-0000-362-10-13	S.I.D. PRINCIPAL	.00	8,113.94	.00	( 8,113.94)	.0
	TOTAL REVENUE	.00	8,113.94	.00	( 8,113.94)	.0
	TOTAL FUND REVENUE	124,670.20	452,832.66	1,730,606.00	1,277,773.34	26.2



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
<u>CAPITAL PROJECTS</u>					
301-4355-432-10-01 REGULAR WAGES	7,563.53	15,624.34	118,751.67	103,127.33	13.2
301-4355-432-11-01 OVERTIME	175.57	195.25	1,050.00	854.75	18.6
301-4355-432-16-00 CITY RETIREMENT	378.17	781.21	5,937.58	5,156.37	13.2
301-4355-432-20-01 FICA/MEDICARE	577.47	1,167.57	9,047.75	7,880.18	12.9
301-4355-432-21-01 HEALTH/LIFE INSURANCE	1,561.50	4,673.50	27,972.00	23,298.50	16.7
301-4355-432-21-05 DENTAL INSURANCE	105.00	245.00	1,260.00	1,015.00	19.4
301-4355-432-21-06 WORKMENS COMPENSATION	231.21	231.21	117.00 (	114.21)	197.6
301-4355-432-21-07 UNEMPLOYMENT	15.47	31.63	339.29	307.66	9.3
301-4355-432-30-05 CREA VENDOR FEES	2,251.53	8,342.44	30,000.00	21,657.56	27.8
301-4355-432-30-07 CREDIT CARD CHARGES	89.26	272.77	.00 (	272.77)	.0
301-4355-432-60-01 STREET IMPROVEMENTS	62.50	73.90	750,000.00	749,926.10	.0
301-4355-432-60-04 CURB & GUTTER REPLACEMENT	.00	.00	180,000.00	180,000.00	.0
301-4355-432-60-09 CONCRETE	( 3,892.91)	( 3,892.91)	30,000.00	33,892.91	( 13.0)
301-4355-432-60-10 NEW CONSTRUCTION	.00	.00	1,842,761.00	1,842,761.00	.0
TOTAL CAPITAL PROJECTS	9,118.30	27,745.91	2,997,236.29	2,969,490.38	.9
TOTAL PUBLIC WORKS	9,118.30	27,745.91	2,997,236.29	2,969,490.38	.9
TOTAL FUND EXPENDITURES	9,118.30	27,745.91	2,997,236.29	2,969,490.38	.9
NET REVENUE OVER EXPENDITURES	115,551.90	425,086.75	( 1,266,630.29)	( 1,691,717.04)	33.6

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERNAL SERVICE CHGS</u>					
302-0000-371-35-00	HEALTH INSURANCE PREMIUMS	196,144.00	583,764.00	2,502,900.00	1,919,136.00	23.3
302-0000-371-40-00	EMPLOYEE PAYROLL TRANSFER	19,116.48	56,092.82	240,000.00	183,907.18	23.4
302-0000-371-41-00	DELTA DENTAL TRANSFER	9,030.00	26,880.00	113,400.00	86,520.00	23.7
	TOTAL INTERNAL SERVICE CHGS	224,290.48	666,736.82	2,856,300.00	2,189,563.18	23.3
	<u>REVENUE</u>					
302-0000-372-18-00	COBRA REVENUE	36.43	145.72	.00	( 145.72)	.0
	TOTAL REVENUE	36.43	145.72	.00	( 145.72)	.0
	TOTAL FUND REVENUE	224,326.91	666,882.54	2,856,300.00	2,189,417.46	23.4

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

HEALTH INSURANCE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>HEALTH INSURANCE CLAIMS</u>					
	<u>CITY MANAGER</u>					
302-5314-539-21-01	HEALTH/LIFE INSURANCE	50,536.02	147,051.57	549,927.61	402,876.04	26.7
302-5314-539-21-05	DENTAL INSURANCE	7,831.72	23,352.90	102,312.00	78,959.10	22.8
302-5314-539-21-09	COBRA EXPENDITURES	8.67	43.35	.00	( 43.35)	.0
302-5314-539-21-10	HSA MATCH	.00	250.00	45,000.00	44,750.00	.6
302-5314-539-23-01	CLAIMS EXPENSE	160,289.52	401,111.61	1,700,000.00	1,298,888.39	23.6
	TOTAL CITY MANAGER	218,665.93	571,809.43	2,397,239.61	1,825,430.18	23.9
	TOTAL HEALTH INSURANCE CLAIMS	218,665.93	571,809.43	2,397,239.61	1,825,430.18	23.9
	TOTAL FUND EXPENDITURES	218,665.93	571,809.43	2,397,239.61	1,825,430.18	23.9
	NET REVENUE OVER EXPENDITURES	5,660.98	95,073.11	459,060.39	363,987.28	20.7

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

EQUIPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
304-0000-311-12-01	SALES TAX	30,961.70	109,861.20	429,084.00	319,222.80	25.6
	TOTAL TAXES	30,961.70	109,861.20	429,084.00	319,222.80	25.6
	<u>INTEREST</u>					
304-0000-361-20-00	INVESTMENT	527.40	1,695.20	12,420.00	10,724.80	13.7
	TOTAL INTEREST	527.40	1,695.20	12,420.00	10,724.80	13.7
	TOTAL FUND REVENUE	31,489.10	111,556.40	441,504.00	329,947.60	25.3

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

EQUIPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>GENERAL SERVICES</u>					
	<u>SHOP</u>					
304-4110-516-30-05	CREA VENDOR FEES	559.24	2,072.11	.00	( 2,072.11)	.0
304-4110-516-30-07	CREDIT CARD CHARGES	22.17	67.75	324.00	256.25	20.9
304-4110-516-30-90	VEHICLES & EQUIPMENT	.00	.00	410,000.00	410,000.00	.0
304-4110-516-63-02	OVER \$5,000	128,663.31	212,021.11	.00	( 212,021.11)	.0
304-4110-516-90-01	GENERAL FUND	.00	.00	300.91	300.91	.0
304-4110-516-90-02	SHOP FUND	.00	.00	8,366.83	8,366.83	.0
	TOTAL SHOP	129,244.72	214,160.97	418,991.74	204,830.77	51.1
	TOTAL GENERAL SERVICES	129,244.72	214,160.97	418,991.74	204,830.77	51.1
	TOTAL FUND EXPENDITURES	129,244.72	214,160.97	418,991.74	204,830.77	51.1
	NET REVENUE OVER EXPENDITURES	( 97,755.62)	( 102,604.57)	22,512.26	125,116.83	(455.8)

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

AIRPORT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STATE/COLO</u>					
401-0000-332-16-00	FUEL	.00	.00	22,050.00	22,050.00	.0
	TOTAL STATE/COLO	.00	.00	22,050.00	22,050.00	.0
	<u>AIRPORT</u>					
401-0000-363-11-00	AIRLINES	4,506.61	13,522.68	43,250.00	29,727.32	31.3
401-0000-363-11-01	LANDING FEES	2,221.23	7,315.14	30,282.00	22,966.86	24.2
401-0000-363-11-02	RENT	774.63	2,309.55	24,977.50	22,667.95	9.3
401-0000-363-11-08	PASSENGER FACILITY CHG	.00	233.87	25,000.00	24,766.13	.9
401-0000-363-12-02	FUEL TAX	1,595.92	5,352.21	15,000.00	9,647.79	35.7
401-0000-363-13-00	CAR RENTAL	461.00	1,113.66	26,000.00	24,886.34	4.3
401-0000-363-15-00	CORPORATE	663.70	35,974.77	78,440.00	42,465.23	45.9
401-0000-363-16-00	CONCESSIONS	.00	40.52	140.00	99.48	28.9
	TOTAL AIRPORT	10,223.09	65,862.40	243,089.50	177,227.10	27.1
	<u>REVENUE</u>					
401-0000-367-16-00	MISCELLANEOUS SALES & FEE	2,557.88	2,557.88	.00	( 2,557.88)	.0
	TOTAL REVENUE	2,557.88	2,557.88	.00	( 2,557.88)	.0
	<u>GRANTS</u>					
401-0000-368-20-00	STATE OF COLORADO	.00	.00	11,842.00	11,842.00	.0
401-0000-368-21-00	FEDERAL GRANTS	113,561.95	208,645.60	754,681.00	546,035.40	27.7
	TOTAL GRANTS	113,561.95	208,645.60	766,523.00	557,877.40	27.2
	TOTAL FUND REVENUE	126,342.92	277,065.88	1,031,662.50	754,596.62	26.9

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

AIRPORT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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ENTERPRISE					
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AIRPORT					
401-5819-588-10-01	REGULAR WAGES	8,891.20	26,562.40	106,466.76	79,904.36 25.0
401-5819-588-11-01	OVERTIME	348.00	578.92	29,534.40	28,955.48 2.0
401-5819-588-16-00	CITY RETIREMENT	444.56	1,328.12	5,323.34	3,995.22 25.0
401-5819-588-20-01	FICA/MEDICARE	645.89	1,893.60	8,111.75	6,218.15 23.3
401-5819-588-21-01	HEALTH/LIFE INSURANCE	3,112.00	9,336.00	37,296.00	27,960.00 25.0
401-5819-588-21-05	DENTAL INSURANCE	140.00	420.00	1,680.00	1,260.00 25.0
401-5819-588-21-06	WORKMENS COMPENSATION	377.01	377.01	1,600.00	1,222.99 23.6
401-5819-588-21-07	UNEMPLOYMENT	18.47	54.26	304.19	249.93 17.8
401-5819-588-30-19	INSURANCE & BONDS	.00	8,671.24	11,505.00	2,833.76 75.4
401-5819-588-30-20	PAPI 03 INSURANCE CLAIM	.00	1,187.90	.00 (	1,187.90) .0
401-5819-588-30-37	SOLAR LEASE	.00	13,418.00	.00 (	13,418.00) .0
401-5819-588-30-93	EQUIPMENT EXPENSE	.00	.00	32,000.00	32,000.00 .0
401-5819-588-32-90	MAINT CONTRACTS-OTHER	.00	.00	92,700.00	92,700.00 .0
401-5819-588-40-00	TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00 .0
401-5819-588-42-01	TELEPHONE	284.13	633.89	2,374.00	1,740.11 26.7
401-5819-588-43-01	ELECTRIC	461.70	1,998.87	13,500.00	11,501.13 14.8
401-5819-588-43-03	GAS	544.54	1,683.86	2,500.00	816.14 67.4
401-5819-588-43-04	REFUSE	36.93	36.93	500.00	463.07 7.4
401-5819-588-43-05	WATER	104.10	208.20	1,500.00	1,291.80 13.9
401-5819-588-44-00	OFFICE SUPPLIES	.00	.00	300.00	300.00 .0
401-5819-588-45-07	CLOTHING ALLOWANCE	.00	.00	1,000.00	1,000.00 .0
401-5819-588-45-10	OPERATING SUPPLIES	.00	931.07	9,500.00	8,568.93 9.8
401-5819-588-46-02	OTHER REPAIR & MAINT	269.55	2,642.33	10,000.00	7,357.67 26.4
401-5819-588-46-03	GROUPDS & RUNWAY	2,999.00	5,704.55	14,000.00	8,295.45 40.8
401-5819-588-46-08	EQUIPMENT REPAIR-INTERNAL	.00	165.70	.00 (	165.70) .0
401-5819-588-46-09	FLEET FUEL COSTS	430.44	430.44	2,000.00	1,569.56 21.5
401-5819-588-46-10	COMPUTER MAINTENANCE	.00	.00	500.00	500.00 .0
401-5819-588-49-03	SPECIAL EVENTS & MARKETING	225.00	1,186.34	5,000.00	3,813.66 23.7
401-5819-588-50-00	MEMBERSHIP & DUES	.00	470.00	850.00	380.00 55.3
401-5819-588-60-00	CAPITAL PROJECTS	33,700.00	33,700.00	325,000.00	291,300.00 10.4
401-5819-588-80-16	AIRPORT MASTER PLAN ACT#16	.00	50,330.50	.00 (	50,330.50) .0
401-5819-588-91-00	DEPRECIATION EXPENSE	.00	.00	275,000.00	275,000.00 .0
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TOTAL AIRPORT	53,032.52	163,950.13	993,045.44	829,095.31	16.5
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TOTAL ENTERPRISE	53,032.52	163,950.13	993,045.44	829,095.31	16.5
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TOTAL FUND EXPENDITURES	53,032.52	163,950.13	993,045.44	829,095.31	16.5
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NET REVENUE OVER EXPENDITURES	73,310.40	113,115.75	38,617.06 (	74,498.69)	292.9

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

DISPATCH FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
402-0000-333-21-00	E-911 AUTHORITY	.00	35,000.00	122,206.00	87,206.00	28.6
	TOTAL SOURCES 333	.00	35,000.00	122,206.00	87,206.00	28.6
	USER FEES					
402-0000-348-10-01	MONTEZUMA COUNTY SHERIFF	.00	325,774.44	325,775.00	.56	100.0
402-0000-348-10-02	CITY OF CORTEZ	.00	315,604.91	315,605.00	.09	100.0
402-0000-348-10-03	CORTEZ FIRE DEPARTMENT	.00	47,964.54	53,311.00	5,346.46	90.0
402-0000-348-10-04	MANCOS FIRE DEPARTMENT	.00	5,556.55	5,557.00	.45	100.0
402-0000-348-10-05	DOLORES FIRE DEPARTMENT	.00	7,164.10	7,164.00	(.10)	100.0
402-0000-348-10-06	LEWIS-ARRIOLA FIRE DEPT	.00	4,665.40	4,665.00	(.40)	100.0
402-0000-348-10-07	PLEASANT VIEW FIRE DEPT	.00	1,659.97	1,660.00	.03	100.0
402-0000-348-10-08	MONTEZUMA COUNTY	.00	87,206.00	.00	(87,206.00)	.0
402-0000-348-10-11	MANCOS MARSHALL	.00	46,234.67	46,235.00	.33	100.0
402-0000-348-10-12	DOLORES COUNTY	.00	5,014.87	5,015.00	.13	100.0
402-0000-348-10-14	MESA VERDE NATIONAL PARK	.00	1,397.87	1,398.00	.13	100.0
402-0000-348-15-00	SW MEMORIAL HOSPITAL	.00	68,775.38	68,775.00	(.38)	100.0
	TOTAL USER FEES	.00	917,018.70	835,160.00	(81,858.70)	109.8
	TOTAL FUND REVENUE	.00	952,018.70	957,366.00	5,347.30	99.4



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

DISPATCH FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
<u>POLICE SUPPORT SERVICES</u>					
402-4222-422-10-01 REGULAR WAGES	36,602.52	106,569.38	562,809.05	456,239.67	18.9
402-4222-422-11-01 OVERTIME	2,571.59	16,112.95	38,991.00	22,878.05	41.3
402-4222-422-16-00 CITY RETIREMENT	1,720.40	4,777.60	27,026.61	22,249.01	17.7
402-4222-422-20-01 FICA/MEDICARE	2,845.48	8,924.92	42,881.00	33,956.08	20.8
402-4222-422-21-01 HEALTH/LIFE INSURANCE	12,459.00	34,276.00	222,806.30	188,530.30	15.4
402-4222-422-21-05 DENTAL INSURANCE	560.00	1,610.00	9,744.00	8,134.00	16.5
402-4222-422-21-06 WORKMENS COMPENSATION	281.87	281.87	1,000.00	718.13	28.2
402-4222-422-21-07 UNEMPLOYMENT	78.36	244.04	1,541.64	1,297.60	15.8
402-4222-422-30-19 INSURANCE & BONDS	.00	.00	1,664.00	1,664.00	.0
402-4222-422-30-34 EMPLOYEE LICENSES/TESTING	245.00	360.00	3,650.00	3,290.00	9.9
402-4222-422-30-90 CONTRACT SERVICES-OTHER	.00	198.19	3,871.00	3,672.81	5.1
402-4222-422-32-90 MAINT CONTRACTS-OTHER	.00	1,895.00	1,000.00	( 895.00)	189.5
402-4222-422-40-00 TRAVEL/TRAINING	.00	1,410.98	12,000.00	10,589.02	11.8
402-4222-422-42-01 TELEPHONE	180.56	436.12	2,300.00	1,863.88	19.0
402-4222-422-44-00 OFFICE SUPPLIES	250.58	998.48	3,026.00	2,027.52	33.0
402-4222-422-45-10 OPERATING SUPPLIES-OTHER	25.36	1,532.31	16,000.00	14,467.69	9.6
402-4222-422-46-02 OTHER REPAIR & MAINT	.00	.00	1,200.00	1,200.00	.0
402-4222-422-46-10 COMPUTER MAINTENANCE	.00	.00	39,000.00	39,000.00	.0
402-4222-422-50-00 MEMBERSHIP & DUES	.00	.00	550.00	550.00	.0
402-4222-422-63-01 UNDER \$5,000	1,500.00	1,500.00	.00	( 1,500.00)	.0
TOTAL POLICE SUPPORT SERVICES	59,320.72	181,127.84	991,060.60	809,932.76	18.3
TOTAL PUBLIC SAFETY	59,320.72	181,127.84	991,060.60	809,932.76	18.3
TOTAL FUND EXPENDITURES	59,320.72	181,127.84	991,060.60	809,932.76	18.3
NET REVENUE OVER EXPENDITURES	( 59,320.72)	770,890.86	( 33,694.60)	( 804,585.46)	2287.9

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

RECREATION CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
403-0000-311-12-01	SALES TAX	134,940.57	478,808.73	1,898,032.00	1,419,223.27	25.2
	TOTAL TAXES	134,940.57	478,808.73	1,898,032.00	1,419,223.27	25.2
	<u>SERVICES</u>					
403-0000-341-16-00	CONCESSIONS	.00	.00	850.00	850.00	.0
403-0000-341-21-00	RECREATION PROGRAMS	492.00	1,545.81	7,000.00	5,454.19	22.1
	TOTAL SERVICES	492.00	1,545.81	7,850.00	6,304.19	19.7
	<u>FEES</u>					
403-0000-344-11-03	HEALTHWAYS/SILVER SNEAKER	6,203.00	13,397.75	25,000.00	11,602.25	53.6
403-0000-344-14-01	RAQUETBALL	.00	5.00	.00	( 5.00)	.0
403-0000-344-15-00	MISC REC ACTIVITIES	.00	.00	3,000.00	3,000.00	.0
	TOTAL FEES	6,203.00	13,402.75	28,000.00	14,597.25	47.9
	<u>FEES</u>					
403-0000-346-20-00	PASSES/ADMISSION	18,512.28	51,964.51	120,000.00	68,035.49	43.3
403-0000-346-20-01	GENERAL ADMISSION	12,198.00	31,441.99	55,000.00	23,558.01	57.2
403-0000-346-20-02	MERCHANDISE	365.52	1,107.22	2,200.00	1,092.78	50.3
	TOTAL FEES	31,075.80	84,513.72	177,200.00	92,686.28	47.7
	<u>CHARGES</u>					
403-0000-347-17-00	FACILITY USE FEE	1,700.00	4,215.00	5,000.00	785.00	84.3
	TOTAL CHARGES	1,700.00	4,215.00	5,000.00	785.00	84.3
	<u>INTEREST</u>					
403-0000-361-20-00	INVESTMENT	398.93	3,202.87	5,000.00	1,797.13	64.1
	TOTAL INTEREST	398.93	3,202.87	5,000.00	1,797.13	64.1
	<u>CASH</u>					
403-0000-365-10-00	OVERAGE/SHORTAGE	.00	6.00	.00	( 6.00)	.0
	TOTAL CASH	.00	6.00	.00	( 6.00)	.0

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

RECREATION CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
403-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	475.81	1,000.00	524.19	47.6
403-0000-367-18-01	SURPLUS AUCTION	.00	1,100.00	.00	( 1,100.00)	.0
	TOTAL REVENUE	.00	1,575.81	1,000.00	( 575.81)	157.6
	TOTAL FUND REVENUE	174,810.30	587,270.69	2,122,082.00	1,534,811.31	27.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

RECREATION CENTER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
<u>RECREATION CENTER</u>					
403-4556-456-10-01 REGULAR WAGES	40,236.12	119,879.00	755,488.35	635,609.35	15.9
403-4556-456-11-01 REGULAR OVERTIME	.00	249.91	3,959.00	3,709.09	6.3
403-4556-456-16-00 CITY RETIREMENT	955.16	2,790.36	14,500.50	11,710.14	19.2
403-4556-456-20-01 FICA/MEDICARE	3,036.20	9,064.73	56,079.60	47,014.87	16.2
403-4556-456-21-01 HEALTH/LIFE INSURANCE	8,720.20	26,154.00	142,000.00	115,846.00	18.4
403-4556-456-21-05 DENTAL INSURANCE	434.00	1,260.00	5,880.00	4,620.00	21.4
403-4556-456-21-06 WORKMENS COMPENSATION	628.66	628.66	5,800.00	5,171.34	10.8
403-4556-456-21-07 UNEMPLOYMENT	80.48	240.29	2,224.00	1,983.71	10.8
403-4556-456-30-07 CREDIT CARD CHARGES	849.59	1,916.36	3,000.00	1,083.64	63.9
403-4556-456-30-19 INSURANCE & BONDS	.00	31,819.09	31,500.00	( 319.09)	101.0
403-4556-456-30-34 EMPLOYEE LICENSES/TESTING	.00	.00	500.00	500.00	.0
403-4556-456-30-90 CONTRACT SERVICES-OTHER	889.98	1,357.98	7,300.00	5,942.02	18.6
403-4556-456-32-90 MAINT CONTRACTS-OTHER	.00	185.00	4,400.00	4,215.00	4.2
403-4556-456-40-00 TRAVEL & TRAINING	.00	1,076.16	2,000.00	923.84	53.8
403-4556-456-42-01 TELEPHONE	198.40	486.80	1,060.00	573.20	45.9
403-4556-456-42-10 FIBER CHARGES	599.64	1,199.28	.00	( 1,199.28)	.0
403-4556-456-43-01 ELECTRIC	8,170.80	24,831.52	120,000.00	95,168.48	20.7
403-4556-456-43-02 SEWER	946.00	1,343.00	8,400.00	7,057.00	16.0
403-4556-456-43-03 GAS	8,597.52	23,499.72	44,000.00	20,500.28	53.4
403-4556-456-43-04 REFUSE	192.95	192.95	2,600.00	2,407.05	7.4
403-4556-456-43-05 WATER	241.90	241.90	4,000.00	3,758.10	6.1
403-4556-456-44-00 OFFICE SUPPLIES	30.59	279.30	300.00	20.70	93.1
403-4556-456-45-06 CHEMICALS & LAB	548.00	548.00	15,000.00	14,452.00	3.7
403-4556-456-45-07 CLOTHING ALLOWANCE	.00	250.13	1,000.00	749.87	25.0
403-4556-456-45-10 OPERATING SUPPLIES-OTHER	1,428.52	4,857.30	45,000.00	40,142.70	10.8
403-4556-456-45-22 COPIER EXPENSE	1,040.38	1,694.74	5,500.00	3,805.26	30.8
403-4556-456-45-23 CONCESSION	.00	289.43	4,000.00	3,710.57	7.2
403-4556-456-45-28 AQUATICS	73.38	237.38	2,000.00	1,762.62	11.9
403-4556-456-45-30 RECREATION	.00	168.49	19,500.00	19,331.51	.9
403-4556-456-46-02 OTHER REPAIR & MAINT	1,890.91	11,414.55	42,760.00	31,345.45	26.7
403-4556-456-48-90 PRINTING-OTHER	.00	75.50	200.00	124.50	37.8
403-4556-456-49-03 ADVERTISING-OTHER	.00	.00	200.00	200.00	.0
403-4556-456-50-00 MEMBERSHIP & DUES	.00	5.35	.00	( 5.35)	.0
403-4556-456-51-00 PUBLICATION/SUBSCRIPTION	.00	.00	45.00	45.00	.0
403-4556-456-55-00 SPECIAL EVENTS	.00	.00	1,000.00	1,000.00	.0
403-4556-456-63-01 UNDER \$5,000	.00	49.97	.00	( 49.97)	.0
403-4556-456-91-00 DEPRECIATION EXPENSE	.00	.00	252,000.00	252,000.00	.0
TOTAL RECREATION CENTER	79,789.38	268,286.85	1,603,196.45	1,334,909.60	16.7
TOTAL PARKS & RECREATION	79,789.38	268,286.85	1,603,196.45	1,334,909.60	16.7
TOTAL FUND EXPENDITURES	79,789.38	268,286.85	1,603,196.45	1,334,909.60	16.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

RECREATION CENTER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	95,020.92	318,983.84	518,885.55	199,901.71	61.5

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FEES</u>					
410-0000-346-10-01	SALES METERED WATER	177,830.54	543,442.05	3,179,306.55	2,635,864.50	17.1
410-0000-346-10-02	BULK SALES	7,183.25	14,630.00	65,000.00	50,370.00	22.5
410-0000-346-10-03	PENALTY	1,101.87	3,215.67	15,000.00	11,784.33	21.4
410-0000-346-10-04	CONNECT/DISCONNECT FEES	1,580.00	3,930.00	20,000.00	16,070.00	19.7
410-0000-346-10-05	WATER DEVELOPMENT FEES	12,333.00	24,666.00	35,000.00	10,334.00	70.5
	TOTAL FEES	200,028.66	589,883.72	3,314,306.55	2,724,422.83	17.8
	<u>INTEREST</u>					
410-0000-361-20-00	INVESTMENT	50.58	50.58	1,500.00	1,449.42	3.4
	TOTAL INTEREST	50.58	50.58	1,500.00	1,449.42	3.4
	<u>REVENUE</u>					
410-0000-367-11-00	TOWAOC - TREATED WATER	.00	.00	343,495.00	343,495.00	.0
410-0000-367-16-00	MISCELLANEOUS SALES & FEE	.00	1,528.50	6,000.00	4,471.50	25.5
410-0000-367-32-00	CORTEZ SANITATION DIST.	1,100.00	3,300.00	12,000.00	8,700.00	27.5
	TOTAL REVENUE	1,100.00	4,828.50	361,495.00	356,666.50	1.3
	TOTAL FUND REVENUE	201,179.24	594,762.80	3,677,301.55	3,082,538.75	16.2

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>					
ENTERPRISE					
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ADMINISTRATIVE					
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410-5816-589-21-06 WORKMENS COMPENSATION	231.21	231.21	500.00	268.79	46.2
410-5816-589-30-07 CREDIT CARD CHARGES	2,100.59	6,572.55	41,000.00	34,427.45	16.0
410-5816-589-30-19 INSURANCE & BONDS	.00	388.83	598.54	209.71	65.0
410-5816-589-30-21 MVI - O & M CHARGE	.00	.00	6,500.00	6,500.00	.0
410-5816-589-30-22 O & M DWCD	.00	.00	17,000.00	17,000.00	.0
410-5816-589-30-90 OTHER CONTRACTUAL SERVICES	3,000.00	3,000.00	6,500.00	3,500.00	46.2
410-5816-589-40-00 TRAVEL & TRAINING	566.00	566.00	7,000.00	6,434.00	8.1
410-5816-589-42-01 TELEPHONE	.00	.00	3,500.00	3,500.00	.0
410-5816-589-42-03 POSTAGE	608.14	1,218.28	7,000.00	5,781.72	17.4
410-5816-589-45-10 OPERATING SUPPLIES	.00	.00	200.00	200.00	.0
410-5816-589-46-08 EQUIPMENT REPAIR-INTERNAL	1,275.91	1,275.91	.00 (	1,275.91)	.0
410-5816-589-46-09 FLEET FUEL COSTS	4,826.02	4,826.02	.00 (	4,826.02)	.0
410-5816-589-50-00 MEMBERSHIP & DUES	.00	450.00	1,875.00	1,425.00	24.0
410-5816-589-51-00 PUBLICATION/SUBSCRIPTION	.00	.00	300.00	300.00	.0
410-5816-589-58-00 BAD DEBT EXPENSE	75.72	135.49	.00 (	135.49)	.0
410-5816-589-59-00 MISCELLANEOUS	.00	.00	800.00	800.00	.0
410-5816-589-63-01 UNDER \$5,000	500.00	500.00	.00 (	500.00)	.0
410-5816-589-91-00 DEPRECIATION EXPENSE	.00	.00	35,000.00	35,000.00	.0
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TOTAL ADMINISTRATIVE	13,183.59	19,164.29	127,773.54	108,609.25	15.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FILTRATION &amp; TREATMENT</u>					
410-5817-589-10-01	REGULAR WAGES	23,351.21	74,310.41	231,688.59	157,378.18	32.1
410-5817-589-11-01	OVERTIME	.00	833.43	9,345.00	8,511.57	8.9
410-5817-589-16-00	CITY RETIREMENT	1,140.56	3,413.68	12,051.68	8,638.00	28.3
410-5817-589-20-01	FICA/MEDICARE	1,723.96	5,561.25	18,364.46	12,803.21	30.3
410-5817-589-21-01	HEALTH/LIFE INSURANCE	7,780.00	23,340.00	74,592.00	51,252.00	31.3
410-5817-589-21-05	DENTAL INSURANCE	350.00	1,050.00	3,360.00	2,310.00	31.3
410-5817-589-21-06	WORKMENS COMPENSATION	861.00	861.00	4,500.00	3,639.00	19.1
410-5817-589-21-07	UNEMPLOYMENT	46.72	150.33	688.67	538.34	21.8
410-5817-589-30-10	WATER ANALYSIS	593.00	1,584.50	25,000.00	23,415.50	6.3
410-5817-589-30-19	INSURANCE & BONDS	.00	55,070.47	55,499.57	429.10	99.2
410-5817-589-30-34	EMPLOYEE LICENSES/TESTING	62.00	92.00	42.00	( 50.00)	219.1
410-5817-589-30-90	OTHER CONTRACTUAL SERVICES	447.73	1,343.21	15,000.00	13,656.79	9.0
410-5817-589-40-00	TRAVEL & TRAINING	.00	620.00	5,000.00	4,380.00	12.4
410-5817-589-42-01	TELEPHONE	475.92	1,253.88	7,520.00	6,266.12	16.7
410-5817-589-42-10	FIBER CHARGES	556.00	1,112.00	.00	( 1,112.00)	.0
410-5817-589-43-01	ELECTRIC	58.96	4,440.77	31,000.00	26,559.23	14.3
410-5817-589-43-03	GAS	1,897.70	4,888.12	7,140.00	2,251.88	68.5
410-5817-589-43-04	REFUSE	54.00	54.00	725.00	671.00	7.5
410-5817-589-44-00	OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
410-5817-589-45-06	CHEMICALS & LAB	24,021.86	34,425.04	170,000.00	135,574.96	20.3
410-5817-589-45-07	CLOTHING ALLOWANCE	67.99	634.41	1,200.00	565.59	52.9
410-5817-589-45-10	OPERATING SUPPLIES	494.76	520.72	4,500.00	3,979.28	11.6
410-5817-589-46-02	OTHER REPAIR & MAINT	1,042.38	1,991.87	28,000.00	26,008.13	7.1
410-5817-589-50-00	MEMBERSHIP & DUES	.00	170.00	700.00	530.00	24.3
410-5817-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	400.00	400.00	.0
410-5817-589-59-00	MISCELLANEOUS	1,100.09	1,784.09	15,000.00	13,215.91	11.9
410-5817-589-61-34	BACKWASH POND	.00	1,400.00	20,000.00	18,600.00	7.0
410-5817-589-63-01	UNDER \$5,000	2,750.00	2,750.00	.00	( 2,750.00)	.0
410-5817-589-91-00	DEPRECIATION EXPENSE	.00	.00	217,195.00	217,195.00	.0
	TOTAL FILTRATION & TREATMENT	68,875.84	223,655.18	959,311.97	735,656.79	23.3



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSMISSION/DISTRIBUTION</u>					
410-5818-589-10-01	REGULAR WAGES	29,072.80	84,549.62	306,704.00	222,154.38	27.6
410-5818-589-10-10	EMPLOYEE INCENTIVES	.00	.00	351.75	351.75	.0
410-5818-589-11-01	OVERTIME	1,622.32	3,063.04	10,500.00	7,436.96	29.2
410-5818-589-16-00	CITY RETIREMENT	1,328.98	3,973.00	15,335.20	11,362.20	25.9
410-5818-589-20-01	FICA/MEDICARE	2,248.23	6,402.45	23,367.92	16,965.47	27.4
410-5818-589-21-01	HEALTH/LIFE INSURANCE	10,125.00	30,375.00	139,860.00	109,485.00	21.7
410-5818-589-21-05	DENTAL INSURANCE	525.00	1,575.00	6,300.00	4,725.00	25.0
410-5818-589-21-06	WORKMENS COMPENSATION	761.30	761.30	29,700.00	28,938.70	2.6
410-5818-589-21-07	UNEMPLOYMENT	61.38	175.20	876.30	701.10	20.0
410-5818-589-30-04	COMPUTER/SOFTWARE SERVICE	257.05	510.46	1,500.00	989.54	34.0
410-5818-589-30-11	SOLID WASTE DISPOSAL	.00	.00	1,100.00	1,100.00	.0
410-5818-589-30-19	INSURANCE & BONDS	.00	8,444.45	8,343.73	( 100.72)	101.2
410-5818-589-30-34	EMPLOYEE LICENSES/TESTING	102.00	322.00	1,100.00	778.00	29.3
410-5818-589-30-90	OTHER CONTRACTUAL SERVICES	142.71	1,779.79	7,000.00	5,220.21	25.4
410-5818-589-40-00	TRAVEL & TRAINING	135.00	1,351.92	3,000.00	1,648.08	45.1
410-5818-589-42-01	TELEPHONE	295.69	827.07	3,500.00	2,672.93	23.6
410-5818-589-44-00	OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
410-5818-589-45-07	CLOTHING ALLOWANCE	491.51	1,027.64	3,500.00	2,472.36	29.4
410-5818-589-45-10	OPERATING SUPPLIES	.00	217.32	8,000.00	7,782.68	2.7
410-5818-589-45-17	LINE REPAIR	210.53	7,902.39	42,000.00	34,097.61	18.8
410-5818-589-46-02	OTHER REPAIR & MAINT	1,625.50	1,754.32	7,500.00	5,745.68	23.4
410-5818-589-50-00	MEMBERSHIP & DUES	.00	.00	200.00	200.00	.0
410-5818-589-51-00	PUBLICATION/SUBSCRIPTION	.00	.00	300.00	300.00	.0
410-5818-589-52-00	EQUIPMENT RENTALS	.00	.00	350.00	350.00	.0
410-5818-589-63-01	UNDER \$5,000	2,000.00	2,000.00	.00	( 2,000.00)	.0
410-5818-589-91-00	DEPRECIATION EXPENSE	.00	.00	125,000.00	125,000.00	.0
	TOTAL TRANSMISSION/DISTRIBUTION	51,005.00	157,011.97	745,588.90	588,576.93	21.1
	TOTAL AIRPORT	.00	.00	.00	.00	.0
	<u>METER MAINTENANCE</u>					
410-5820-589-30-19	INSURANCE & BONDS	.00	.00	387.36	387.36	.0
410-5820-589-30-34	EMPLOYEE LICENSES/TESTING	.00	80.00	200.00	120.00	40.0
410-5820-589-32-90	MAINT. CONTRACTS - OTHER	.00	.00	7,150.00	7,150.00	.0
410-5820-589-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
410-5820-589-45-07	CLOTHING ALLOWANCE	297.56	297.56	1,000.00	702.44	29.8
410-5820-589-45-10	OPERATING SUPPLIES	.00	152.81	6,000.00	5,847.19	2.6
410-5820-589-46-02	OTHER REPAIR & MAINT	.00	40.32	2,350.00	2,309.68	1.7
	TOTAL METER MAINTENANCE	297.56	570.69	17,587.36	17,016.67	3.2
	TOTAL ALL 21	.00	.00	.00	.00	.0

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT RETIREMENT</u>					
410-5822-589-70-01	DOLORES WATER PRINCIPAL	.00	.00	77,617.00	77,617.00	.0
410-5822-589-70-02	DOLORES WATER INTEREST	.00	.00	172,464.00	172,464.00	.0
410-5822-589-70-03	STATE LOAN PRINCIPAL	.00	.00	86,785.00	86,785.00	.0
410-5822-589-70-04	STATE LOAN INTEREST	.00	.00	9,289.00	9,289.00	.0
410-5822-589-70-20	DOLA-ENERGY IMPACT ASST INTERE	.00	.00	4,215.00	4,215.00	.0
410-5822-589-70-21	DOLA-ENERGY IMPACT ASST PRINCP	.00	.00	19,557.00	19,557.00	.0
410-5822-589-70-22	W&P AUTHORITY INTEREST	.00	.00	5,128.00	5,128.00	.0
410-5822-589-70-23	W&P AUTHORITY PRINCIPAL	.00	.00	26,962.00	26,962.00	.0
410-5822-589-70-26	CWCB (CT-2015-152) INTEREST	.00	.00	263.00	263.00	.0
410-5822-589-70-27	CWCB (CT-2015-152) PRINCIPAL	.00	.00	5,257.00	5,257.00	.0
	TOTAL DEBT RETIREMENT	.00	.00	407,537.00	407,537.00	.0
	<u>CAPITAL PROJECTS</u>					
410-5855-589-60-06	WATER DISTRIBUTION IMP	.00	.00	120,000.00	120,000.00	.0
410-5855-589-60-07	TREATMENT PLANT	.00	.00	280,000.00	280,000.00	.0
410-5855-589-60-10	CAPITAL PROJECTS	24,913.17	158,566.61	1,156,000.00	997,433.39	13.7
410-5855-589-61-47	CONSERVATION PROJECT	.00	16.70	25,000.00	24,983.30	.1
410-5855-589-61-50	HYDRO INSPECTION/VALVE WORK	.00	.00	44,000.00	44,000.00	.0
	TOTAL CAPITAL PROJECTS	24,913.17	158,583.31	1,625,000.00	1,466,416.69	9.8
	TOTAL ALL 60	.00	.00	.00	.00	.0
	TOTAL ENTERPRISE	158,275.16	558,985.44	3,882,798.77	3,323,813.33	14.4
	TOTAL FUND EXPENDITURES	158,275.16	558,985.44	3,882,798.77	3,323,813.33	14.4
	NET REVENUE OVER EXPENDITURES	42,904.08	35,777.36	( 205,497.22)	( 241,274.58)	17.4

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

HYDRO PLANT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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415-0000-349-10-02	RPS CREDIT	.00	.00	12,300.00	12,300.00	.0
	TOTAL SOURCES 349	.00	.00	12,300.00	12,300.00	.0
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	REVENUE					
415-0000-367-16-18	HYDRO-PRODUCTION CREDITS	1,456.31	4,612.87	4,813.00	200.13	95.8
415-0000-367-16-19	ENERGY CREDITS	563.62	563.62	3,061.00	2,497.38	18.4
	TOTAL REVENUE	2,019.93	5,176.49	7,874.00	2,697.51	65.7
	TOTAL FUND REVENUE	2,019.93	5,176.49	20,174.00	14,997.51	25.7

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

HYDRO PLANT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENTERPRISE</u>						
<u>ADMINISTRATIVE</u>						
415-5816-589-30-19	INSURANCE & BONDS	.00	4,316.58	4,298.78	( 17.80)	100.4
415-5816-589-45-10	OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
415-5816-589-46-02	OTHER REPAIR & MAINT	.00	155.80	15,000.00	14,844.20	1.0
415-5816-589-70-22	W&P AUTHORITY INTEREST	.00	11,330.01	11,330.00	( .01)	100.0
415-5816-589-70-23	W&P AUTHORITY PRINCIPAL	.00	58,075.02	58,075.00	( .02)	100.0
415-5816-589-91-00	DEPRECIATION EXPENSE	.00	.00	65,802.00	65,802.00	.0
TOTAL ADMINISTRATIVE		.00	73,877.41	155,005.78	81,128.37	47.7
TOTAL ENTERPRISE		.00	73,877.41	155,005.78	81,128.37	47.7
TOTAL FUND EXPENDITURES		.00	73,877.41	155,005.78	81,128.37	47.7
NET REVENUE OVER EXPENDITURES		2,019.93	( 68,700.92)	( 134,831.78)	( 66,130.86)	( 51.0)

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
416-0000-340-10-01	FIBER TO THE BUSINESS	3,660.00	11,680.00	185,570.88	173,890.88	6.3
416-0000-340-10-02	CONNECTION DROPS	.00	900.00	.00	( 900.00)	.0
416-0000-340-10-03	DARK FIBER	11,366.96	32,633.20	12,962.40	( 19,670.80)	251.8
416-0000-340-10-04	EQUIPMENT RENTAL FEES	365.00	1,135.00	.00	( 1,135.00)	.0
416-0000-340-10-05	FIBER SERVICE	2,660.00	8,219.00	.00	( 8,219.00)	.0
	TOTAL SOURCES 340	18,051.96	54,567.20	198,533.28	143,966.08	27.5
	FEES					
416-0000-342-05-00	E-RATE REVENUE	9,948.40	30,052.00	109,006.08	78,954.08	27.6
416-0000-342-12-00	GOVNET	10,560.16	31,680.48	155,028.00	123,347.52	20.4
	TOTAL FEES	20,508.56	61,732.48	264,034.08	202,301.60	23.4
	TOTAL FUND REVENUE	38,560.52	116,299.68	462,567.36	346,267.68	25.1

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

CCN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>						
ENTERPRISE						
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CITY COMMUNITY NETWORK						
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416-5830-582-10-01	REGULAR WAGES	4,734.40	14,203.20	62,990.93	48,787.73	22.6
416-5830-582-16-00	CITY RETIREMENT	236.72	710.16	3,013.92	2,303.76	23.6
416-5830-582-20-01	FICA/MEDICARE	350.56	1,051.68	4,592.64	3,540.96	22.9
416-5830-582-21-01	HEALTH/LIFE INSURANCE	1,556.00	4,668.00	18,648.00	13,980.00	25.0
416-5830-582-21-05	DENTAL INSURANCE	70.00	210.00	840.00	630.00	25.0
416-5830-582-21-06	WORKMENS COMPENSATION	380.05	380.05	2,250.00	1,869.95	16.9
416-5830-582-21-07	UNEMPLOYMENT	9.46	28.38	172.22	143.84	16.5
416-5830-582-30-19	INSURANCE & BONDS	.00	59.95	60.00	.05	99.9
416-5830-582-30-23	EQUIPMENT RENTALS	.00	.00	500.00	500.00	.0
416-5830-582-30-90	OTHER CONTRACTUAL SERVICES	380.00	1,290.00	3,620.00	2,330.00	35.6
416-5830-582-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
416-5830-582-42-01	TELEPHONE	75.00	225.00	900.00	675.00	25.0
416-5830-582-44-00	OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
416-5830-582-45-07	CLOTHING ALLOWANCE	.00	.00	200.00	200.00	.0
416-5830-582-46-02	OTHER REPAIR & MAINT	229.26	229.26	15,000.00	14,770.74	1.5
416-5830-582-46-09	FLEET FUEL COSTS	638.19	638.19	1,000.00	361.81	63.8
416-5830-582-60-41	OTHER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
416-5830-582-90-02	SHOP FUND	728.13	728.13	.00 (	728.13)	.0
416-5830-583-30-33	PROFESSIONAL SERVICES	.00	5,522.40	.00 (	5,522.40)	.0
416-5830-583-30-90	OTHER CONTRACTUAL SERVICES	104.00	1,245.90	4,200.00	2,954.10	29.7
416-5830-583-32-90	MAINT. CONTRACTS - OTHER	4,985.00	4,985.00	48,000.00	43,015.00	10.4
416-5830-583-45-10	OPERATING SUPPLIES	26.10	108.14	5,000.00	4,891.86	2.2
416-5830-583-46-02	REPAIR & MAINTENANCE	.00	559.78	8,500.00	7,940.22	6.6
416-5830-583-60-00	CAPITAL PROJECTS	8,641.18	10,484.96	50,000.00	39,515.04	21.0
416-5830-583-90-01	GENERAL FUND	.00	.00	11,485.65	11,485.65	.0
416-5830-583-90-02	SHOP FUND	.00	.00	5,300.00	5,300.00	.0
416-5830-583-91-00	DEPRECIATION EXPENSE	.00	.00	90,000.00	90,000.00	.0
416-5830-586-30-56	UPSTREAM CONNECTIVITY	4,947.20	13,504.20	58,000.00	44,495.80	23.3
416-5830-586-44-00	OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
416-5830-586-45-10	OPERATING SUPPLIES	.00	.00	2,500.00	2,500.00	.0
416-5830-586-46-02	OTHER REPAIR & MAINT	.00	.00	10,000.00	10,000.00	.0
TOTAL CITY COMMUNITY NETWORK		28,091.25	60,832.38	412,673.36	351,840.98	14.7
TOTAL ENTERPRISE		28,091.25	60,832.38	412,673.36	351,840.98	14.7
TOTAL FUND EXPENDITURES		28,091.25	60,832.38	412,673.36	351,840.98	14.7
NET REVENUE OVER EXPENDITURES		10,469.27	55,467.30	49,894.00 (	5,573.30)	111.2

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES</u>					
421-0000-347-10-01	SALES REFUSE PICKUP	129,505.51	388,111.03	1,572,280.71	1,184,169.68	24.7
421-0000-347-10-02	PENALTY	419.64	1,023.58	1,000.00	( 23.58)	102.4
421-0000-347-10-05	CONTAINER LOCKS	.00	.00	80.00	80.00	.0
421-0000-347-18-00	CHIPPER/MULCHER	.00	.00	450.00	450.00	.0
	<u>TOTAL CHARGES</u>	<u>129,925.15</u>	<u>389,134.61</u>	<u>1,573,810.71</u>	<u>1,184,676.10</u>	<u>24.7</u>
	<u>INTEREST</u>					
421-0000-361-20-00	INVESTMENT	15.75	40.96	1,800.00	1,759.04	2.3
	<u>TOTAL INTEREST</u>	<u>15.75</u>	<u>40.96</u>	<u>1,800.00</u>	<u>1,759.04</u>	<u>2.3</u>
	<u>REVENUE</u>					
421-0000-367-12-00	DUMP-TRUCK/LANDFILL FEES	90.00	90.00	1,900.00	1,810.00	4.7
421-0000-367-13-00	RECYCLED REFUSE	3,054.60	3,607.23	30,000.00	26,392.77	12.0
	<u>TOTAL REVENUE</u>	<u>3,144.60</u>	<u>3,697.23</u>	<u>31,900.00</u>	<u>28,202.77</u>	<u>11.6</u>
	<u>TOTAL FUND REVENUE</u>	<u>133,085.50</u>	<u>392,872.80</u>	<u>1,607,510.71</u>	<u>1,214,637.91</u>	<u>24.4</u>

CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>						
<u>ENTERPRISE</u>						
<hr/>						
<u>ADMINISTRATIVE</u>						
421-5816-587-42-01	TELEPHONE	.00	.00	1,100.00	1,100.00	.0
421-5816-587-42-03	POSTAGE	608.13	1,218.26	7,500.00	6,281.74	16.2
421-5816-587-46-08	EQUIPMENT REPAIR-INTERNAL	18,287.86	18,287.86	.00	( 18,287.86)	.0
421-5816-587-46-09	FLEET FUEL COSTS	15,837.80	15,837.80	.00	( 15,837.80)	.0
421-5816-589-58-00	BAD DEBT EXPENSE	45.68	76.10	.00	( 76.10)	.0
<hr/>						
	TOTAL ADMINISTRATIVE	34,779.47	35,420.02	8,600.00	( 26,820.02)	411.9
<hr/>						
<u>INTERFUND SERVICES</u>						
421-5821-589-90-01	GENERAL FUND	.00	.00	( 23,457.51)	( 23,457.51)	.0
421-5821-589-90-02	SHOP FUND	.00	.00	4,094.95	4,094.95	.0
421-5821-589-90-08	TRANSF TO COMPUTER FUND	.00	.00	162.93	162.93	.0
<hr/>						
	TOTAL INTERFUND SERVICES	.00	.00	( 19,199.63)	( 19,199.63)	.0
<hr/>						
<u>COLLECTION</u>						
421-5823-587-10-01	REGULAR WAGES	28,890.37	90,445.28	341,362.97	250,917.69	26.5
421-5823-587-10-02	REIMBURSED WAGES	( 3,120.00)	( 5,868.57)	.00	5,868.57	.0
421-5823-587-10-10	EMPLOYEE INCENTIVES	.00	.00	175.35	175.35	.0
421-5823-587-11-01	OVERTIME	1,302.16	3,599.56	15,635.24	12,035.68	23.0
421-5823-587-16-00	CITY RETIREMENT	1,338.42	4,201.46	17,068.15	12,866.69	24.6
421-5823-587-20-01	FICA/MEDICARE	2,201.12	6,865.24	26,008.61	19,143.37	26.4
421-5823-587-21-01	HEALTH/LIFE INSURANCE	12,448.00	38,889.00	149,184.00	110,295.00	26.1
421-5823-587-21-05	DENTAL INSURANCE	560.00	1,680.00	6,720.00	5,040.00	25.0
421-5823-587-21-06	WORKMENS COMPENSATION	4,175.51	4,175.51	27,090.00	22,914.49	15.4
421-5823-587-21-07	UNEMPLOYMENT	60.39	188.08	975.32	787.24	19.3
421-5823-587-23-01	VA/SL PROGRAM	.00	.00	100.00	100.00	.0
421-5823-587-30-11	SOLID WASTE DISPOSAL	27,090.35	53,884.22	365,000.00	311,115.78	14.8
421-5823-587-30-19	INSURANCE & BONDS	( 26.88)	12,375.57	2,569.94	( 9,805.63)	481.6
421-5823-587-30-34	EMPLOYEE LICENSES/TESTING	107.00	392.50	800.00	407.50	49.1
421-5823-587-30-90	OTHER/CONTRACTUAL SERVICES	.00	2,880.00	4,000.00	1,120.00	72.0
421-5823-587-40-00	TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
421-5823-587-42-01	TELEPHONE	214.69	674.07	2,800.00	2,125.93	24.1
421-5823-587-44-00	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
421-5823-587-45-06	CHEMICALS & LAB	.00	.00	500.00	500.00	.0
421-5823-587-45-07	CLOTHING ALLOWANCE	646.79	1,649.38	5,200.00	3,550.62	31.7
421-5823-587-45-10	OPERATING SUPPLIES	.00	63.72	38,000.00	37,936.28	.2
421-5823-587-46-02	OTHER REPAIR & MAINT	.00	148.00	12,000.00	11,852.00	1.2
421-5823-587-63-10	CAPITAL OUTLAY	.00	.00	200,000.00	200,000.00	.0
421-5823-587-91-00	DEPRECIATION EXPENSE	.00	.00	40,000.00	40,000.00	.0
<hr/>						
	TOTAL COLLECTION	75,887.92	216,243.02	1,255,989.58	1,039,746.56	17.2



CITY OF CORTEZ  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

REFUSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
421-5824-587-10-01	REGULAR WAGES	10,104.00	30,659.81	119,741.10	89,081.29	25.6
421-5824-587-10-10	EMPLOYEE INCENTIVES	.00	.00	351.75	351.75	.0
421-5824-587-11-01	OVERTIME	.00	.00	2,526.88	2,526.88	.0
421-5824-587-16-00	CITY RETIREMENT	505.20	1,515.60	6,029.06	4,513.46	25.1
421-5824-587-20-01	FICA/MEDICARE	740.00	2,246.63	9,187.13	6,940.50	24.5
421-5824-587-21-01	HEALTH/LIFE INSURANCE	1,578.00	4,734.00	55,944.00	51,210.00	8.5
421-5824-587-21-05	DENTAL INSURANCE	70.00	210.00	2,520.00	2,310.00	8.3
421-5824-587-21-06	WORKMENS COMPENSATION	778.11	778.11	800.00	21.89	97.3
421-5824-587-21-07	UNEMPLOYMENT	20.20	61.30	344.52	283.22	17.8
421-5824-587-30-19	INSURANCE & BONDS	.00	483.24	481.42	( 1.82)	100.4
421-5824-587-30-34	EMPLOYEE LICENSES/TESTING	193.50	223.50	800.00	576.50	27.9
421-5824-587-30-90	CONTRACTUAL SERVICES	( 3,058.80)	( 6,129.60)	1,500.00	7,629.60	(408.6)
421-5824-587-40-00	TRAVEL & TRAINING	.00	93.75	1,000.00	906.25	9.4
421-5824-587-42-01	TELEPHONE	90.00	270.00	750.00	480.00	36.0
421-5824-587-42-03	POSTAGE	.00	.00	600.00	600.00	.0
421-5824-587-45-07	CLOTHING ALLOWANCE	283.94	1,896.67	1,200.00	( 696.67)	158.1
421-5824-587-45-10	OPERATING SUPPLIES	33.72	147.36	4,000.00	3,852.64	3.7
421-5824-587-46-02	OTHER REPAIR & MAINT	.00	.00	800.00	800.00	.0
421-5824-587-50-00	MEMBERSHIP & DUES	.00	.00	1,600.00	1,600.00	.0
	TOTAL RECYCLING	11,337.87	37,190.37	210,175.86	172,985.49	17.7
	TOTAL ENTERPRISE	122,005.26	288,853.41	1,455,565.81	1,166,712.40	19.8
	TOTAL FUND EXPENDITURES	122,005.26	288,853.41	1,455,565.81	1,166,712.40	19.8
	NET REVENUE OVER EXPENDITURES	11,080.24	104,019.39	151,944.90	47,925.51	68.5

CITY OF CORTEZ  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STATE/COLO</u>					
603-0000-332-17-00	LOTTERY	.00	.00	336,521.00	336,521.00	.0
	TOTAL STATE/COLO	.00	.00	336,521.00	336,521.00	.0
	TOTAL FUND REVENUE	.00	.00	336,521.00	336,521.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	336,521.00	336,521.00	.0



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 4. a.

MEMO TO: Honorable Mayor and City Council

FROM: Vern Knuckles, Chief of Police

SUBJECT: Ordinance No. 1299, Series 2022

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**BACKGROUND**

Please see attached.

**RECOMMENDATION**

Council will consider approving on second reading Ordinance No. 1299, Series 2022, approving Built Year Agreement with Kansas State Bank (Government Obligation Contract with Attachments) and Vehicle Lease.

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**Attachments**

Ordinance

Attorney Memo

Lease Agreement

**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 26<sup>th</sup> 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 12<sup>th</sup> DAY OF APRIL, 2022.

CITY OF CORTEZ

ATTEST:

  
\_\_\_\_\_  
LINDA L. SMITH, CITY CLERK

  
\_\_\_\_\_  
MICHAEL J. LAVEY, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 26<sup>th</sup> 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

**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.**

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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.

CITY OF CORTEZ, COLORADO

**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



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**

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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



## 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.
- "Obligor" 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 to and 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 Obligee 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 Obligee 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. Obligee 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. Obligee 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 Obligee hereunder have been received, Obligee 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 Obligee then Obligee 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 Obligee as provided herein and conveyed to Obligee 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 Obligee 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 Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee 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 Obligee, then Obligee 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 Obligee with a certificate of insurance which lists the Obligee 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 Obligee 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 Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee 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 Obligee or its assignees. Obligor shall furnish to Obligee 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 Obligee, 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 Obligee, 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 Obligee.

**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 Obligee 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 Obligee 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 Obligee 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 Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**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 Obligee 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 Obligee, 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 Obligee 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 assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee 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 Obligor 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. Obligor 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 Obligor 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 Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor 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 Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor 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 Obligor, unless Obligor agrees in writing to an extension of time. Obligor 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 Obligor 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 Obligor.
- (f) Except as provided in Section 4.02 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, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor 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, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor 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, Obligor 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 Obligor 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) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor 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 Obligor 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 Obligor in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. 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 Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor 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 Obligor by a common carrier unless the Obligor 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 Obligor'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 Obligor. 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 Obligor 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 Obligor 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 Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor 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 Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, 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 Obligor. 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 Obligor 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 Obligor executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor 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 Obligor selects that is acceptable to Obligor (including Obligor 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 Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligor 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 Obligor.

**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 Obligor 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 Obligor at the time this transaction was submitted for credit approval by the Obligor to the Obligor.

**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 Obligor 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 Oblige 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, Oblige 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 Oblige 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 Oblige or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblige's satisfaction, and Oblige has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblige 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 Oblige and Obligor. Furthermore, Oblige 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 Oblige 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 Oblige 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 Oblige. 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 Oblige 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 Oblige and will not apply to this Contract.

Oblige 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

Printed Name and Title

Jaymie Paavola-Luckert, Vice President  
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 : \_\_\_\_\_

Schedule (01)

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)



Schedule (01)

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

Schedule (01)

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.

<b>Insured:</b>	<b>Certificate Holder:</b>
City of Cortez, Colorado	KS StateBank
123 Roger Smith Avenue	1010 Westloop, P.O. Box 69
Cortez, Colorado 81321	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 ADIA (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 Obligor 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:

<b>Contract Number</b> 3360258	<b>Payment Amount</b> \$86,939.81	<b>Frequency of Payments</b> Annual
<b>Beginning</b> Month      Year	<b>Day of Month</b> 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.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**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.

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

**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)  
Department of the Treasury  
Internal Revenue Service

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

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

<b>Part I Reporting Authority</b>		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		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		
<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>				
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"/>				
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"/>				
<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>				
(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 %
<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
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
<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>				
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.

Cal. No. 63773S

Form 8038-G (Rev. 9-2011)

**Part VI Miscellaneous**

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

<b>Signature and Consent</b>	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.				
	<div style="display: flex; justify-content: space-between;"><div>▶ _____ Signature of issuer's authorized representative</div><div>_____</div></div>				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>H. Evan Howe</b>		Preparer's signature <i>H. Evan Howe</i> <small>H. Evan Howe 2022.03.31 09:39. 22-05'00</small>		Date <b>03/30/2022</b>
	Firm's Name ▶ <b>Baystone Financial LLC</b>		Type or print name and title _____		
	Firm's EIN ▶ <b>48-1223987</b>		Check <input type="checkbox"/> if self-employed		
	Firm's Address ▶ <b>10601 Mission Road, Suite 200, Leawood, KS 66206</b>		PTIN <b>P01438994</b>		
Firm's EIN ▶ <b>48-1223987</b>		Phone no <b>(800) 752-3562</b>			



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 5. b.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Oath of Office for New Councilmembers: Lydia DeHaven, Robert Dobry, Matt Keefauver, and  
Dennis Spruell

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**Attachments**

oath for Councilmembers

## OATH OF OFFICE

STATE OF COLORADO

MONTEZUMA COUNTY,

CITY OF CORTEZ

I, Lydia DeHaven do solemnly swear by the ever living God, that I will support the Constitution of the United States and of the State of Colorado, and the City Charter and Ordinances of the City of Cortez, and faithfully perform the duties of Councilmember.

---

Lydia DeHaven, Councilmember

Subscribed and sworn before me this 26th day of April, 2022.

---

Linda L. Smith, City Clerk

OATH OF OFFICE

STATE OF COLORADO

MONTEZUMA COUNTY,

CITY OF CORTEZ

I, Robert Dobry do solemnly swear by the ever living God, that I will support the Constitution of the United States and of the State of Colorado, and the City Charter and Ordinances of the City of Cortez, and faithfully perform the duties of Councilmember.

---

Robert Dobry, Councilmember

Subscribed and sworn before me this 26th day of April, 2022.

---

Linda L. Smith, City Clerk

OATH OF OFFICE

STATE OF COLORADO

MONTEZUMA COUNTY,

CITY OF CORTEZ

I, Matt Keefauver do solemnly swear by the ever living God, that I will support the Constitution of the United States and of the State of Colorado, and the City Charter and Ordinances of the City of Cortez, and faithfully perform the duties of Councilmember.

---

Matt Keefauver, Councilmember

Subscribed and sworn before me this 26th day of April, 2022.

---

Linda L. Smith, City Clerk

OATH OF OFFICE

STATE OF COLORADO

MONTEZUMA COUNTY,

CITY OF CORTEZ

I, Dennis Spruell do solemnly swear by the ever living God, that I will support the Constitution of the United States and of the State of Colorado, and the City Charter and Ordinances of the City of Cortez, and faithfully perform the duties of Councilmember.

---

Dennis Spruell, Councilmember

Subscribed and sworn before me this 26th day of April, 2022.

---

Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 5. e.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Council will consider granting permission to the City Clerk to shred the paper ballots, if any are used, for the Election of Mayor and Mayor Pro-tem.

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CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Brian Peckins, Director of Public Works

SUBJECT: Bid Results on the 2022 Mildred Road Street and Water Project (PW-2-01-SW)

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#### **BACKGROUND**

**Water Portion:** North Mildred Road, from Empire Street north to Animas Street, has two waterlines under it: the 6" line is circa 1950's, and a newer 16" line installed in the early 80's. Two new water valves will be installed on the 16" line in front of Southwest Memorial Hospital to provide it with water from two directions, so the hospital should never be without water. The 6" line will be abandoned, and all of the current service lines will be transferred and upgraded to the 16" line.

**Street Portion:** Approximately 14,000 SY of North Mildred will be reconstructed, excavated to subgrade, reconditioned, filled back with 10" of CDOT Class 6, and a new asphalt surface put down (2" over 2"). The project also includes installation of 40 LF of 18" culvert pipe, removal and replacement of 260 SY of concrete flatwork, 93 SY of ADA ramps, and approximately 220 LF of curb.

The Public Works Department prepared the bid plans and specifications for this project. A mandatory pre-bid walkthrough of the project was conducted on April 6th with all interested prospective bidders. Bids were opened on April 18, 2022, with only one bid received from D&L Construction at \$1,261,220.00. The mandatory 5% bid guaranty was submitted with their bid. The bid included compensation for all materials, labor, equipment, and other necessary items to complete the work described in the contract documents.

#### **RECOMMENDATION**

Public Works recommends awarding the bid for the 2022 Mildred Road Street and Water Project to D&L Construction at a bid price of \$1,261,220.00. The monies have been budgeted in the Street and Water Capital Funds.

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CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Brian Peckins, Director of Public Works

SUBJECT: Bid Results on the South Sligo Street Reconstruction Project (PW-22-02-S).

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#### BACKGROUND

South Sligo Street, from the southern entrance of Walmart to 7th Street, will be reconstructed this summer. The first development of the South Sligo was done in 2005 and, at that time, was not designed for heavy traffic. A one inch (1") overlay was put down in 2008 to help maintain the road. In 2014-15 the new Montezuma-Cortez High School was built on South Sligo. This marked a high use of heavy trucking during construction and is utilized for the school bus traffic. It is also a major through way for traffic that utilizes 7th Street from the west side of town. The current road has heavy transverse cracking, alligator-type cracking, and potholes, and has been heavily patched in many places. This year's project consists of excavating South Sligo down to subgrade, reconditioning and placing back 11" of CDOT Class 6, and placing a 5" asphalt mat (2" over 3").

This will provide an 18K (18,000lb) ESAL (Equivalent Single Axle Load Differential), which will be sufficient for current and projected future traffic. A Concrete Bustang Outrider (CDOT), bus pad and ADA will be built, several new ADA Ramps for safe crossing of Sligo will be installed, along with general concrete repairs. The bids include compensation for all materials, labor, equipment, and other necessary items to complete the work described in the contract documents.

#### ISSUES

The Public Works Department prepared the bid plans and specifications for this project. A pre-bid meeting and walkthrough of the project was conducted on April 6th with all interested prospective bidders. Bids were opened on April 18, 2022, with three bids received, as shown below. All bidders submitted the mandatory 5% bid guaranty with their bid. The bids included compensation for all materials, labor, equipment, and other necessary items to complete the work described in the contract documents.

D&L Construction - Cortez: \$871,675.00  
Oldcastle/Four Corners Materials - Durango: \$1,032,920.38  
PAP, LLC - Bayfield: \$902,856.00

#### RECOMMENDATION

Public Works recommends awarding the bid for the 2022 Sligo Street Reconstruction Project to D&L Construction at their bid price of \$871,675.00. The monies have been budgeted in the Street Capital Fund.

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#### Attachments

Bid Tabulation-2022 Sligo Street Reconstruction

**CITY OF CORTEZ, COLORADO**  
**BID TABULATION**

**PW-22-02-S 2022 Sligo Street Reconstruction Project**

				D&L Construction		Oldcastle/Four Corners		PAP, LLC	
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1	Mobilization/Bonds/Insurance	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 34,500.58	\$ 34,500.58	\$ 70,000.00	\$ 70,000.00
1.2	Construction Surveying - Crown in road & reconstruction depths (on-site grade checking)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,694.72	\$ 4,694.72	\$ 5,000.00	\$ 5,000.00
1.3	Stormwater Management/Erosion Control, and temporary facilities	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,351.35	\$ 9,351.35	\$ 10,000.00	\$ 10,000.00
1.4	Traffic Control Management & Devices	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,794.80	\$ 14,794.80	\$ 25,000.00	\$ 25,000.00
1.5	Roadway Excavation on Sligo (16"± Depth), Mill/Remove apx. 4" of asphalt, remove and recycle on site 5" of Class 6. Recondition Subgrade proof roll, place back 5" Class 6	SY	9,200	\$ 15.00	\$ 138,000.00	\$ 23.07	\$ 212,244.00	\$ 14.00	\$ 128,800.00
1.6	Haul and Place additional CDOT Class 6, 6" top layer, under HMA	TON	3,010	\$ 45.00	\$ 135,450.00	\$ 40.89	\$ 123,078.90	\$ 45.00	\$ 135,450.00
1.7	Hot Mix Asphalt Pavement (5" thickness typical, 2" over 3") (Includes tack on concrete edges and between layers).	TON	2,580	\$ 190.00	\$ 490,200.00	\$ 179.98	\$ 464,348.40	\$ 185.00	\$ 477,300.00
1.8	Soft Spot Repair. Areas that the subgrade may be yielding may need geotextile (Mirafi RS 380I or similar), over ex and refill	SY	500	\$ 20.00	\$ 10,000.00	\$ 72.35	\$ 36,175.00	\$ 25.00	\$ 12,500.00
1.9	4" Thick Concrete Sidewalk (Remove & Replace) (Incl. Sawcutting) (CIP)	SY	45	\$ 125.00	\$ 5,625.00	\$ 384.10	\$ 17,284.50	\$ 100.00	\$ 4,500.00
1.10	Concrete Apron/Gutter Pan, Bus Stop Pad (8" Thickness Typical) Reinforced Concrete (CIP)	SY	56	\$ 125.00	\$ 7,000.00	\$ 314.18	\$ 17,594.08	\$ 135.00	\$ 7,560.00
1.11	Concrete Curb & Gutter - 6" Vertical (Remove & Replace) (Incl. Sawcutting) (CIP)	LF	25	\$ 80.00	\$ 2,000.00	\$ 247.45	\$ 6,186.25	\$ 80.00	\$ 2,000.00
1.12	New 6" Concrete Curb and Gutter (CIP)	LF	290	\$ 65.00	\$ 18,850.00	\$ 168.62	\$ 48,899.80	\$ 60.00	\$ 17,400.00
1.13	Concrete ADA curb ramps with Metal Truncated domes (Neenah type) (CIP)	SY	33	\$ 350.00	\$ 11,550.00	\$ 1,170.00	\$ 38,610.00	\$ 162.00	\$ 5,346.00
1.14	Landscape Restoration - backfill behind ADA's etc.	SY	200	\$ 15.00	\$ 3,000.00	\$ 25.79	\$ 5,158.00	\$ 10.00	\$ 2,000.00
	<b>TOTAL BID PRICE</b>				<b>\$ 871,675.00</b>		<b>\$ 1,032,920.38</b>		<b>\$ 902,856.00</b>



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Brian Peckins, Director of Public Works

SUBJECT: Bid Results on the 2022 Street Striping Project

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#### **BACKGROUND**

All of the streets in Cortez are in need of restriping and it is more efficient to contract this work out since we do not have the proper striping equipment to perform the work in an efficient manner. We have been contracting the striping out for over ten years, and this allows the work to be completed in approximately one week and utilizes a properly-equipped striping truck with precise placement of the stripes. The monies have been budgeted in the Public Works General Fund, Traffic Services.

As we did in 2013 and 2016, our specifications have an escalation clause that states, "It is recognized it is in the best interest of the City to not seek yearly bids for this project. The Contractor shall be allowed to renew this Contract, provided the total cost of the project, with the same parameters as outlined in the Bid Documents, does not increase more than 3% per annum for a period of three years. In the event of extenuating circumstances, such as paint availability or rapid material price escalation, the City reserves the right to renegotiate the Contract or put the project back out to bid based upon the best interest of the City."

#### **ISSUES**

Public Works Staff drew up specifications for furnishing and installing approximately 1100 gallons of paint marking material on City Streets, which includes the street striping and bike lane striping. The City received the following bids on April 18, 2022:

Branson Traffic Control Co., Inc., Durango: \$44,094.00

Stripe-A-Lot, Inc., Montrose: \$50,814.00

#### **RECOMMENDATION**

Staff recommends awarding the bid for the 2022 Street Striping Project to Branson Traffic Control Co., Inc., at their bid price of \$44,094.00 with the escalation clause for three years.

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CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 7. d.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Request to purchase Cortez Area Chamber of Commerce membership to help sustain business-support efforts by our partner

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#### **BACKGROUND**

In January of 2022, the City reorganized some of its departments, creating the Community and Economic Development Department. A Cortez Area Chamber of Commerce membership was not included in the budget. Staff is requesting to purchase a membership in the amount of \$850 paid out of the Council contingency expenditure line in order to help support the Chamber's economic development initiatives and business-support programs. Membership Application is attached.

#### **RECOMMENDATION**

Council will consider approving the purchase of a Cortez Area Chamber of Commerce Membership in the amount of \$850, paid for out of the Council contingency expense line.

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#### **Attachments**

Chamber of Commerce

# 2021 Cortez Area Chamber Membership



Dear Chamber Members and Prospective Members:

This past year was one of the most challenging years on record. Navigating the constantly shifting information, predictions, and regulations took its toll on all of us. We hope the information that was collected and shared by the Chamber helped to provide a light in the storm to connect your business to needed resources during this difficult time!

As we officially put 2020 behind us, we look forward with favorable optimism towards a bright future for our local business community. With the new year we are also excited to announce big changes coming to the Cortez Area Chamber of Commerce in 2021! Some of those changes include:

- Changes to our membership levels and business after hour events to make the valuable marketing and networking opportunities those events provide more affordable and accessible to a larger number of our members. *\*\*Give us a call for more details\*\**
- New marketing and advertising opportunities through new collaborations with neighboring Chambers of Commerce including the Montezuma County Tri-Chambers, Love Local Montezuma, Montezuma County Relocation Guide, and Montezuma Business Task Force.
- New mentorship, business training, and referral programs to help member businesses connect with available resources, better leverage technology, and engage more customers.

These changes and many more will help us better serve our membership, and develop into the robust local Chamber our business community needs to help it grow and thrive into the future. The new changes will also help maximize all of the reasons why you join the Cortez Area Chamber of Commerce:

- WE HELP PEOPLE FIND YOU...Through the Chamber Offices, social media pages and [cortezchamber.com](http://cortezchamber.com).
- WE KEEP YOU INFORMED...With news, local events and promotions through our Facebook page, along with staying on top of government affairs and changes in legislation at the town, county, state and federal levels that could affect your business.
- WE PROMOTE THE AREA...We work with the press, market key events, and partner with local and regional tourism and economic development organizations to promote Cortez and the surrounding area.
- WE ARE A RESOURCE...We can get you the information or advice you need to make decisions. We can help train you to use your online tools. You can hire us to assist with basic marketing & advertising or refer you to an agency that can put you on the next level.
- WE ARE CONNECTORS...Simply by the nature of what we do, we know a lot of people and organizations in the community to connect you with the resources to help.

What YOU are helping to CREATE by being a Chamber Member

- ❖ Relocation Guide for the County (set to be published March 2021)
- ❖ Advocacy and Government Affairs assistance for ALL businesses with a person to attend all the meetings you cannot, to keep businesses informed!
- ❖ Love Local Montezuma E-Gift Card program to keep money in our County
- ❖ Events like Business After Hours, Leadership Luncheons, Chamber Banquets, etc.

On behalf of the Board of Directors, we'd like to thank you for supporting us. Your ongoing financial contribution is vital to our ability to continue to deliver support and promote our great local businesses!

THANK YOU for being a part of this important community of business owners,

*Cortez Area Chamber of Commerce Board of Directors*



# Membership Application

## Cortez Area Chamber of Commerce

PO Box 968 Cortez, CO 81321

[info@cortezchamber.com](mailto:info@cortezchamber.com) | 970.565.3414

[www.cortezchamber.com](http://www.cortezchamber.com)

Business Name			
Business Address			
Mailing Address			
Contact Person		Contact Phone#	
Contact Email		Business Website	
Business Phone		Business Email	
Type of Business		Year Established	
# of Employees		Social Media	

### Annual Membership Levels (Please check the one that best applies to your business)

- |  |   |
|--|---|
| <input type="radio"/> 1 to 5 Employees -- <b>\$225</b>   | <input type="radio"/> 26 to 50 Employees -- <b>\$550</b>  |
| <input type="radio"/> 6 to 10 Employees -- <b>\$300</b>  | <input type="radio"/> 51 to 100 Employees -- <b>\$675</b> |
| <input type="radio"/> 11 to 25 Employees -- <b>\$425</b> | <input type="radio"/> 100+ Employees -- <b>\$850</b>      |

#### Discounts:

- Non-Profit - 10% (must include copy of non-profit status certificate)
- Good Neighbor - 25% (no employees or physical location in Montezuma County)

\*Ask us about our Micro-Business Membership!  
\$100 per year for qualified businesses\*

#### Member Benefits:

- Business Advocacy at local organization and governmental entity meetings
- Business listing in Chamber online directory on [cortezchamber.com](http://cortezchamber.com) with business name, contact info, website, and social media links
- Love Local Montezuma Online DIRECTORY Listing at [lovelocalmontezuma.com](http://lovelocalmontezuma.com)
- Chamber REFERRALS through website, phone calls, and email requests
- Use of Chamber Permits to set up Liquor Licenses for your special events (License fee additional)
- Ribbon Cuttings and Grand Openings, with social media posts
- Half price entry to all Chamber networking events: Business After Hours, M-Power Breakfasts, Leadership Luncheons, etc for all your employees (please include a list of names with your application)
- SOCIAL MEDIA shares of your events and promotions on: Cortez Chamber, Love Local Montezuma & the Montezuma Business coalition pages
- Find even more member benefits on [www.cortezchamber.com/memberbenefits](http://www.cortezchamber.com/memberbenefits)

**Add Ons** (Please check any additional services you'd like to add to your Chamber membership)

- ☐ **\$75/yr Enhanced Online Directory Listing** – Company logo and descriptive text about business
- ☐ **\$120/yr Tri-City Membership** (Adds Dolores & Mancos Chamber Memberships)
- ☐ **\$25/ea Business After Hours Annual Fast Pass** (Allows one individual access to all Business After hours for the year/no-cover charge). **Number of Fast Passes Requested #** \_\_\_\_\_.

**Chamber Sponsorships**

There are a limited number of sponsorship opportunities available for an additional investment including: Bronze, Silver, Gold, and Platinum level sponsors, as well as industry specific sponsors. Each level of sponsorship includes additional premium membership benefits and advertising opportunities to the sponsor businesses. If you are interested and would like more information, please check here: ☐

**Additional Interests**

- ☐ I'd like to host a Business After Hours Event
- ☐ I'm a new, relocated, or revamped business and would like a ribbon cutting ceremony
- ☐ I'm interested in becoming a Chamber Board Member
- ☐ I'd like to become a Chamber volunteer

**Payment Options**

- ☐ Check or Money Order Included with this Application
- ☐ Please send me an electronic invoice with a link that I can pay by credit or debit card to the following email \_\_\_\_\_

**Total Amount Included: \$** \_\_\_\_\_

**Please Mail Application and Payment to:**

**Cortez Area Chamber of Commerce  
PO BOX 968  
Cortez, CO 81321**

\*\* If you selected the e-billing option you may scan and email a copy of your application to:  
info@cortezchamber.com \*\*

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

April 26, 2022

Agenda Item: 7. e.

MEMO TO: Honorable Mayor and City Council

FROM: Tamira Osborne, Executive Assistant/City Manager

SUBJECT: Resolution 13, Series 2022 -- Land Acquisition -- 1002 E. Empire Street, Cortez, Colorado

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**BACKGROUND**

Please see attached memorandum.

**RECOMMENDATION**

Council will consider approving Resolution 13, Series 2022 authorizing the purchase of land known as 1002 E. Empire St., Cortez, Colorado, pursuant to the purchase agreement, for the amount of \$105,298.50.

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**Attachments**

Resolution 13, Series 2022  
Resolution 13 Memo re land acquisition  
Exhibit 1 Fully Executed Contract  
Closing Statement - Buyer  
Certificate of Tax Due  
AuthentiSign document

# **CITY OF CORTEZ**

## **RESOLUTION NO. 13 SERIES 2022**

### **A RESOLUTION AUTHORIZING THE PURCHASE OF LAND LOCATED AT 1002 E. EMPIRE ST., CORTEZ, CO**

WHEREAS, the City of Cortez is desirous to improve the intersection of Mildred St. and Empire St. at an appropriate time in the future; and,

WHEREAS, the City of Cortez owns land at the other three corners of Mildred St. and Empire St., and acquisition of the fourth corner of the intersection would be advantageous to the City at this time; and,

WHEREAS, land known as 1002 E. Empire St. located at the fourth (or north-east) corner of the intersection at Mildred St. and Empire St. was recently listed for sale; and,

WHEREAS, the City of Cortez has entered in to a contract to purchase this land and paid \$2000 in earnest money, pursuant to Exhibit 1 attached hereto; and,

WHEREAS, the total purchase price for the property, including closing costs is \$105,298.50

NOW THEREFORE, BE IT RESOLVED BY THE CORTEZ CITY COUNCIL THAT the Mayor and City Manager are hereby authorized to sign a check in the amount of \$103,298.50 and that the City Manager is hereby authorized to act as an agent for the City to purchase property on its behalf known as 1002 E. Empire St. (Parcel 561124331003, Legal Description: Subdivision: CORNETTS SUB AMD Lot: 1-5 Block: 6 Subdivision: CORNETTS SUB, LOTS 6-7, BL 1 AMD Lot: 6 Block: 1 B402 P499 B499 P984)

MOVED, SECONDED AND ADOPTED THIS 26<sup>TH</sup> DAY OF APRIL, 2022.

CITY OF CORTEZ

ATTEST:

\_\_\_\_\_  
, MAYOR

\_\_\_\_\_  
LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHAEL F. GREEN, City Attorney



City of Cortez  
123 Roger Smith Ave.  
Cortez, Co. 81321

## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** DREW SANDERS, CITY MANAGER

**Date:** April 20, 2022

**RE:** Resolution 13, Series 2022 – Land Acquisition – 1002 E. Empire Street, Cortez, CO

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### DISCUSSION

It is a long-term goal of the City of Cortez to improve the intersection of Mildred St. and Empire St. due to the high traffic volume. The above-mentioned property is situated at the north-east corner of the intersection. The other three corners are already owned by the City of Cortez. Acquisition of 1002 Empire St. (and identified on the tax roll of the Montezuma County Treasurer as Parcel 561124331003) would make it much easier to accomplish an intersection improvement, no matter the configuration.

At an Executive Session of the Cortez City Council on March 29, 2022, I presented information to the Council regarding the for-sale status of this property and the reasons why acquisition would be advantageous to us. Council granted me permission to negotiate with the property owner for a fair price on the sale of the property. This has since occurred and a sale price of \$105,000 was agreed upon, plus one-half of the closing costs (\$298.50), for a grand total of \$105,298.50. A check was issued in the amount of \$2000 to Colorado Title and Closing Services in Cortez, CO to serve as earnest money.

### STAFF RECOMMENDATION

Staff recommends approval of Resolution 13, Series 2022, thereby authorizing the Mayor and City Manager to sign a check in the amount of \$103,298.50 to purchase the property at 1002 E. Empire St., and that the City Manager be authorized act on behalf of the City to sign for and close the sale.

### MOTION

If agreed upon by the City Council, a possible motion would be:

“I move to approve Resolution 13, Series 2022 authorizing the purchase of land known as 1002 E. Empire St., Cortez, CO, pursuant to the purchase agreement, for the amount of \$105,298.50.”

Terry McCabe  
970-799-4459  
terrymc@move2swcolo.com

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-6-21) (Mandatory 1-22)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)  
(☒ Property with No Residences)  
(☐ Property with Residences-Residential Addendum Attached)**

Date: 04/05/22

**AGREEMENT**

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** City of Cortez (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** \_\_\_\_\_.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** CL Hutton Family Trust (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of Montezuma, Colorado (insert legal description):

**SUBDIVISION: CORNETTS LOT: 1-5 BLOCK: 1 B 402 P 499 B 499 P 984 SUBDIVISION: CORNETTS SUB, AMENDED PLAT OF LOTS 6 AND 7, BL 1 LOT: 6 BLOCK: 1 LESS & EXCEPT E 7.8 FT OF LOT 6**

known as: 1002 E Empire St Cortez CO 81321,  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

**2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

**2.6. Exclusions.** The following items are excluded (Exclusions):

**2.7. Water Rights, Well Rights, Water and Sewer Taps.**

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is \_\_\_\_\_.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

**2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:  
**Water tap in place on property.**

**If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

**2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.7. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

**3. DATES, DEADLINES AND APPLICABILITY.**

**3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	9:00 PM
2	§ 4	Alternative Earnest Money Deadline	2 business days after MEC
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	04/12/22
4	§ 8	Record Title Objection Deadline	04/14/22
5	§ 8	Off-Record Title Deadline	04/12/22
6	§ 8	Off-Record Title Objection Deadline	04/14/22
7	§ 8	Title Resolution Deadline	04/15/22
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	04/12/22
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	04/27/22
32	§ 10	Inspection Resolution Deadline	04/28/22
33	§ 10	Property Insurance Termination Deadline	04/27/22
34	§ 10	Due Diligence Documents Delivery Deadline	04/20/22
35	§ 10	Due Diligence Documents Objection Deadline	04/22/22
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	05/03/22
44	§ 17	Possession Date	05/03/22
45	§ 17	Possession Time	closing/funding
46	§ 27	Acceptance Deadline Date	04/07/22

47	§ 27	<b>Acceptance Deadline Time</b>	<b>3 : 00 PM</b>

**3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

### 3.3. Day; Computation of Period of Days; Deadlines.

**3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

**3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

**3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

## 4. PURCHASE PRICE AND TERMS.

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 105000.00	
2	§ 4.3.	Earnest Money		\$ 2000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 103000.00
10		<b>TOTAL</b>	<b>\$105000.00</b>	<b>\$ 105000.00</b>

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a Check, will be payable to and held by Colorado Title and Closing Services (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

**4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as



provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

**4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

**4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

**4.4. Form of Funds; Time of Payment; Available Funds.**

**4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

**4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

**4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.**

**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
☐ **Conventional** ☐ **Other** \_\_\_\_\_.

**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ \_\_\_\_\_.

Buyer agrees to pay a loan transfer fee not to exceed \$\_\_\_\_\_. At the time of assumption, the new interest rate will not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$\_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$\_\_\_\_\_, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount not to exceed \$\_\_\_\_\_.

**4.7. Seller or Private Financing.**

**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or Private Financing Deadline**.

**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.



TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

**5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

**5.2. New Loan Terms; New Loan Availability.**

**5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

**5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

**5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

**5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

**6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**

257 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal  
 258 of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

259 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
 260 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
 261 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
 262 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
 263 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
 264 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

265 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  
 266 ☐ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management  
 267 company, lender's agent or all three.

268 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
 269 Communities and subject to one or more declarations (Association).

270 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**  
 271 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
 272 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
 273 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
 274 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
 275 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**  
 276 **ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE**  
 277 **ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE**  
 278 **DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE**  
 279 **OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE**  
 280 **ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.**  
 281 **PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE**  
 282 **FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY**  
 283 **READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**  
 284 **THE ASSOCIATION.**

285 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined  
 286 below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the  
 287 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon  
 288 Buyer's receipt of the Association Documents, regardless of who provides such documents.

289 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

290 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating  
 291 agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under  
 292 § 38-33.3-209.5, C.R.S.;

293 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers'  
 294 meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S.  
 295 (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the  
 296 preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

297 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
 298 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list  
 299 must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies  
 300 listed (Association Insurance Documents);

301 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
 302 disclosed in the Association's last Annual Disclosure;

303 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
 304 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
 305 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
 306 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
 307 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
 308 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
 309 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list  
 310 of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4.  
 311 and 7.3.5., collectively, Financial Documents);

312 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
 313 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
 314 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under §

10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

### 8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

**8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without



limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

**8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

**8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

**8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,

unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

**8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.9. Mineral Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## **9. NEW ILC, NEW SURVEY.**

**9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

**10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

**10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

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**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

**10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- ☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.4.2.** Property tax bills for the last \_\_\_\_ years;
- ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past \_\_\_\_ years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past \_\_\_\_ years;
- ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☐ **10.6.1.4.13.** Other:

**10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

**10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

**10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

**10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the



applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

**10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## 11. TENANT ESTOPPEL STATEMENTS.

**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

## CLOSING PROVISIONS



657 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

658 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to  
 659 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
 660 Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing  
 661 Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller  
 662 will furnish any additional information and documents required by Closing Company that will be necessary to complete this  
 663 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

664 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☒ **Are** ☐ **Are Not** executed with  
 665 this Contract.

666 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
 667 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
 668 Buyer. The hour and place of Closing will be as designated by title company/all parties.

669 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary  
 670 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

671 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
 672 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer  
 673 such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

674 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
 675 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒  
 676 special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed  
 677 ☐ \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty  
 678 deed to Buyer, at Closing.

679 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a  
 680 general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

681 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
 682 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
 683 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
 684 at or before Closing by Seller from the proceeds of this transaction or from any other source.

685 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
 686 **WITHHOLDING.**

687 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
 688 to be paid at Closing, except as otherwise provided herein.

689 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**  
 690 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

691 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
 692 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
 693 associated with or specified in the Status Letter will be paid as follows:

694 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐  
 695 **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

696 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**  
 697 **Buyer and One-Half by Seller** ☒ **N/A**.

698 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
 699 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
 700 by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

701 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐  
 702 **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

703 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**  
 704 **Buyer and One-Half by Seller** ☒ **N/A**.

705 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
 706 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

707 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
 708 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller**  
 709 ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

710 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ \_\_\_\_\_  
 711 for:

712 ☐ Water Stock/Certificates ☐ Water District  
 713 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_  
 714 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

715 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
 716 paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

717 **15.9. FIRPTA and Colorado Withholding.**

718 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
 719 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for  
 720 the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a  
 721 foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a  
 722 foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any  
 723 reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing  
 724 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if  
 725 withholding applies or if an exemption exists.

726 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's  
 727 proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller  
 728 agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If  
 729 withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should  
 730 inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

731 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

732 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

733 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate  
 734 taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill**  
 735 **Levy and Most Recent Assessed Valuation**, ☐ **Other** \_\_\_\_\_.

736 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit  
 737 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
 738 writing of such transfer and of the transferee's name and address.

739 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

740 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

741 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
 742 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
 743 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.  
 744 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.  
 745 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except  
 746 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature  
 747 hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional  
 748 Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular  
 749 assessments and \_\_\_\_\_. Association Assessments are subject to change as provided in the Governing Documents.

750 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession**  
 751 **Time**, subject to the Leases as set forth in § 10.6.1.1.

752 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be  
 753 additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 100.00 per day (or any part of a  
 754 day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

755 

**GENERAL PROVISIONS**

756 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
 757 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
 758 condition existing as of the date of this Contract, ordinary wear and tear excepted.

759 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
 760 loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of  
 761 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance  
 762 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under  
 763 § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should  
 764 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance  
 765 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus

the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

**18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**18.5. Home Warranty. [Intentionally Deleted]**

**18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

824 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
825 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements  
826 or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any  
827 such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under  
828 this Contract are reserved and survive Closing.

829 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
830 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
831 reasonable costs and expenses, including attorney fees, legal fees and expenses.

832 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
833 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
834 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
835 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
836 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
837 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at  
838 that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from  
839 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.  
840 This Section will not alter any date in this Contract, unless otherwise agreed.

841 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
842 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
843 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole  
844 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and  
845 deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and  
846 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money  
847 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the  
848 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is  
849 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has  
850 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order  
851 of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this  
852 Contract.

853 **24. TERMINATION.**

854 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
855 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
856 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
857 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as  
858 satisfactory and waives the Right to Terminate under such provision.

859 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
860 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

861 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
862 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
863 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the  
864 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right  
865 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the  
866 same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

867 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

868 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
869 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
870 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
871 must be received by the party, not Broker or Brokerage Firm).

872 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
873 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
874 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party,  
875 not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.



876 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email  
877 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to  
878 access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

879 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
880 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
881 located in Colorado.

882 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
883 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or  
884 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between  
885 Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy  
886 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

887 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not  
888 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title**  
889 **Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity,**  
890 **Insurability Due Diligence and Source of Water.**

891 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

892 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
893 Commission.)  
894 **This contract is specifically subject to City Council approval of purchase at City Council**  
895 **meeting scheduled for April 26th, 2022.**

906 **30. OTHER DOCUMENTS.**

907 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

911 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

915 **SIGNATURES**

916 Buyer's Name: City of Cortez

Buyer's Name: \_\_\_\_\_

 **Drew Sanders**

04/05/22

Buyer's Signature

Date

Buyer's Signature

Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

917 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: **CL Hutton Family Trust**

Seller's Name: \_\_\_\_\_

Authentisign

*Chris E. Hutton, Trustee/ Laurie A. Hutton, Trustee*

04/05/22

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: **1002 E Empire St**  
**Cortez, CO 81321**

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: **overlookbay@gmail.com**

Email Address: \_\_\_\_\_

918

919

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

## BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

### A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☒ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

Broker's Signature \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

## B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☒ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** \_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:	<u>RE/MAX Mesa Verde Realty</u>
Brokerage Firm's License #:	<u>EC40022346</u>
Broker's Name:	<u>Terry McCabe</u>
Broker's License #:	<u>FA40000609</u>

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address:	<u>1640 E Main Street</u>
	<u>Cortez, CO 81321</u>
Phone No.:	<u>970-799-4459</u>
Fax No.:	<u>970-565-8918</u>
Email Address:	<u>terrymc@move2swcolo.com</u>

Colorado Title & Closing Services - Cortez

631 E. Main Street  
Cortez, CO 81321  
(970)564-9770

File Number: **MO22201320**  
Sales Price: **\$105,000.00**  
Close Date: **5/3/2022**  
Disbursement Date: **5/3/2022**

BORROWER(S) CLOSING STATEMENT

Type: **Purchase**  
Property: **1002 E. EMPIRE ST.  
CORTEZ, CO 81321 (MONTEZUMA)  
(R008180, 561124331003)**

Borrower(s): **CITY OF CORTEZ**  
Seller(s): **CL HUTTON FAMILY TRUST**  
Lender:

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Contract sales price		\$105,000.00	
Deposit or Earnest Money			\$2,000.00
Prorations			
County taxes 1/1/2022 to 5/3/2022 @ \$542.08/Year			\$181.19
Title Charges			
WLTIC OML - Owner's Mechanics Lien Coverage - Vacant Land (Pre-Construction) Endorsement(s) to Colorado Title & Closing Services - Cortez		\$10.00	
WLTIC Owner's Survey Coverage-Residential with Survey Endorsement(s) to Colorado Title & Closing Services - Cortez		\$65.00	
Settlement or closing fee to Colorado Title & Closing Services - Cortez \$175.00		\$175.00	
Tax Certification to Colorado Title & Closing Services - Cortez \$25.00		\$25.00	
Government Recording and Transfer Charges			
Recording fees: Deed \$13.00		\$13.00	
State tax/stamps: Deed \$10.50		\$10.50	
Totals		\$105,298.50	\$2,181.19

Balance Due FROM Borrower: \$103,117.31

APPROVED AND ACCEPTED

BORROWER(S)  
  
CITY OF CORTEZ  
  
RE/MAX MESA VERDE REALTY CORTEZ



# MONTEZUMA COUNTY TREASURER

## CERTIFICATE OF TAXES DUE

Account Number R008180  
Parcel 561124331003  
Assessed To  
HUTTON, CL FAMILY TRUST  
PO BOX 117  
DOLORES, CO 81323

Certificate Number 21364  
Order Number  
Vendor ID 2  
COLORADO TITLE & CLOSING SERVICES  
631 E. Main  
Cortez, CO 81321

Legal Description	Situs Address
Subdivision: CORNETTS SUB AMD Lot: 1-5 Block: 6 Subdivision: CORNETTS SUB, LOTS 6-7, BL 1002 E EMPIRE ST #GUESS CORTEZ	
1 AMD Lot: 6 Block: 1 B402 P499 B499 P984	

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$542.08	\$0.00	\$0.00	(\$271.04)	\$271.04
Total Tax Charge					\$271.04
<b>First Half Due as of 04/05/2022</b>					<b>\$0.00</b>
<b>Second Half Due as of 04/05/2022</b>					<b>\$271.04</b>

Tax Billed at 2021 Rates for Tax Area 11001 - DISTRICT 11001

Authority	Mill Levy	Amount	Values	Actual	Assessed
MONTEZUMA COUNTY ROAD AND B	1.3126000	\$13.00	VACANT LAND	\$34,128	\$9,900
CITY OF CORTEZ R/B	1.3126000	\$13.00	Total	\$34,128	\$9,900
RE-1 CORTEZ	19.8810000	\$196.83			
CITY OF CORTEZ	1.1718000*	\$11.60			
MONTEZUMA COUNTY HOSPITAL D	0.9940000	\$9.84			
MTZ-DOLORES CTY METRO REC D	0.7770000	\$7.69			
CORTEZ CEMETERY	0.3510000	\$3.47			
DWCD	0.4830000	\$4.78			
DWCD BOND/DEBT	1.8159000	\$17.98			
SOUTHWEST WATER CONSERVATIO	0.4070000	\$4.03			
MOSQUITO DISTRICT	0.3920000	\$3.88			
CORTEZ FIRE DISTRICT	6.7280000	\$66.61			
CORTEZ FIRE ADDITIONAL LEVY	4.4821000	\$44.37			
MONTEZUMA-CORTEZ RE 1 BOND	2.9740000	\$29.44			
MONTEZUMA COUNTY GENERAL FU	10.8698000	\$107.62			
MONTEZUMA COUNTY SOCIAL SVC	0.8023000	\$7.94			
Taxes Billed 2021	54.7541000	\$542.08			

\* Credit Levy

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates:

Personal property and Mobile homes - September 1st, Real property - September 1.

**TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

# MONTEZUMA COUNTY TREASURER

## CERTIFICATE OF TAXES DUE

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*Ellen Black*



TREASURER, MONTEZUMA COUNTY, Ellen Black.

140 W Main Street, Suite 2

Cortez, CO 81321

Certificate ID: 2B3A6F87-F5B4-EC11-997E-501AC586CB79

Date: 05.04.2022 12:47:10 PM MST

## Signing Information:

**Signing Name:** Hutton - Contract To Buy And Sell Real Estate (Land) CBS4 - (Rev. 01/2022)**ID:** 2B3A6F87-F5B4-EC11-997E-501AC586CB79**Start Date:** 05.04.2022 09:32:01 AM MST**End Date:** 05.04.2022 12:29:20 PM MST**# Signers:** 2**# Reviewers:** 0**# CC:** 0**Creator:** Terry McCabe**Email:** terrymc@move2swcolo.com

## Document Information:

**Document Name:** Contract To Buy And Sell Real Estate (Land) CBS4 - (Rev 012022)**ID:** 2C3A6F87-F5B4-EC11-997E-501AC586CB79**Pages:** 20**# Signature Blocks:** 2**# Initial Blocks:** 0

## Participant Activity:

**Name:** CL Hutton Family Trust**Type:** RemoteSigner**Email:** overlookbay@gmail.com**TOS/STAESP/CCD:** Accepted: 05.04.2022 12:21:50 PM MST [71.211.19.247]**EULA/TOS Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)**STAESP Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_STAESP\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf)**CCD Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_CCD\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf)**Document:** Signed And Accepted: 05.04.2022 12:29:19 PM MST [71.211.19.247]**Name:** Drew Sanders**Type:** RemoteSigner**Email:** dsanders@cortezco.gov**TOS/STAESP/CCD:** Accepted: 05.04.2022 12:07:26 PM MST [206.123.215.2]**EULA/TOS Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)**STAESP Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_STAESP\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf)**CCD Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_CCD\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf)**Document:** Signed And Accepted: 05.04.2022 12:16:40 PM MST [206.123.215.2]

## Signature / Initials:

Certificate ID: 2B3A6F87-F5B4-EC11-997E-501AC586CB79

Date: 05.04.2022 12:47:10 PM MST

Signature:

AuthentiSIGN®  
*Chris E. Hutton, Trustee/ Laurie A. Hutton, Trustee*

AuthentiSIGN®  
*Drew Sanders*

Initials:

AuthentiSIGN®  
*clh*

AuthentiSIGN®  
*DS*

Certificate ID: 2B3A6F87-F5B4-EC11-997E-501AC586CB79

Date: 05.04.2022 12:47:10 PM MST

## Consumer Consent Disclosure

By proceeding and selecting the “I Agree” button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service (“Authentisign”) is provided on behalf of our client (“Sender”) who is listed with their contact information at the bottom of the Authentisign Signing Participant email (“Invitation”) you received. The Sender will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

### Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the Sender. You may at any point withdraw your consent by following the procedures described below.

### Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple – IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

JavaScript and Cookies must be enabled in the browser.

Certificate ID: 2B3A6F87-F5B4-EC11-997E-501AC586CB79

Date: 05.04.2022 12:47:10 PM MST

### Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

### Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

### Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.  
*Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information