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CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MAY 10, 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 26, 2022.
- b. Expenditure List for May 10, 2022 City Council Meeting
- c. Approval of a renewal Hotel and Restaurant Liquor License for Thai Cortez, LLC, DBA Thai Cortez, located at 1430 East Main Street, Suites 1-3, Cortez.
- d. Approval of an Arts Liquor License for the Community Radio Project, Inc., DBA KSJD, located at 2-8 East Main Street, Cortez.

3. PUBLIC PARTICIPATION

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

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

4. PRESENTATIONS

- a. Introduction by Police Chief Knuckles on Crime Watch
- b. Proclamation for National Hospital Week on May 8-14, 2022
- c. Proclamation for Historic Preservation Day on May 21, 2022
- d. Proclamation in Recognition of Bike to Work Day 2022

5. PUBLIC HEARINGS - None.

6. UNFINISHED BUSINESS - None.

7. NEW BUSINESS

a. Resolution No. 15, Series 2022

Council will consider approving Resolution No. 15, Series 2022, approving the amended plat for Lots 42 and 43, Sedona Estates Subdivision Phase 3, as submitted by the owner, Habitat for Humanity of Montezuma County, with two conditions.

**Presenter:** Nancy Dosdall, Contract City Planner

b. Resolution No. 16, Series 2022

Council will consider approving Resolution No. 16, Series 2022, approving an amended plat for three parcels of land located in the SW/4SW/4 Section 34, Township 36 North, Range 16 West, New Mexico Principal Meridian as submitted by Mesa Holdings LLC, with two conditions.

**Presenter:** Nancy Dosdall, Contract City Planner

c. Bid Results on the 2022 Concrete Cost-Share Project.

Council will consider awarding the 2022 Concrete Cost-Share Project to B & B Concrete at their bid price of \$178,848.10.

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

d. Resolution No. 12, Series 2022

Council will consider approving Resolution No. 12, Series 2022 authorizing transfer of equipment at the Caviness Mountain Tower to the State of Colorado.

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

e. Ordinance No. 1300, Series 2022.

Council will consider approving on first reading Ordinance No. 1300, Series 2022, An Ordinance Approving Correction Deed(s) for the Sale of Real Estate to Montezuma Partners LLC., and set for Public Hearing on May 24, 2022.

**Presenter:** Michael F. Green, City Attorney

8. DRAFT RESOLUTION/ORDINANCES - None.

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 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). Discussion will be held on the lease of the Cortez Community Network.

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

May 10, 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 26, 2022.

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**Attachments**

Worksession minutes for April 26, 2022

Minutes for April 26, 2022

CORTEZ CITY COUNCIL  
REGULAR WORKSHOP/SPECIAL MEETING  
TUESDAY, APRIL 26, 2022  
7:00 p.m.

A reception was held to honor outgoing Mayor Michael Lavey and Councilmember Orly Lucero.

CITY COUNCIL  
REGULAR MEETING  
TUESDAY, APRIL 26, 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. New Councilmembers Lydia DeHaven and Dennis Spruell were also present. Staff present included Director of Public Works Brian Peckins, Chief of Police Vernon Knuckles, Director of General Services Rick Smith, Director of Parks and Recreation Creighton Wright, Inspector/Safety Coordinator Diane Roberts, Community and Economic Development Director Rachael Marchbanks, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Mike Green. There were approximately 45 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 April 12, 2022.
  - b. Approval of the Expenditure List for April 26, 2022.
  - c. Approval of a 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 North Mildred Road, Cortez.
  - i. March 2022 Financial Statements.

Councilmember Dobry moved that the Consent Agenda be approved with the removal of item i, March 2022 Financial Statements. 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

Director of Finance Koskie spoke about the highlights of the March 2022 Financial Statements noting that all the departments are within budget and sales tax is averaging 25.7% through the first quarter. Councilmember Yazzie moved that Council approve item i, March 2022 Financial Statements. 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

### 3. CITIZEN PARTICIPATION

a. Thank You for Your Service. Karen Sheek thanked retiring members Orly Lucero and Mike Lavey. She stated that during her time of serving on Council she valued working with both Orly and Mike and commented that that they are great examples of public service. She also welcomed new Councilmembers Dennis Spruell and Lydia Dehaven.

### 4. PUBLIC HEARINGS

a. Ordinance No. 1299, Series 2022. Chief of Police Knuckles stated that Ordinance No. 1299, Series 2022, approves Built Year Agreement with Kansas State Bank (Government Obligation Contract with Attachments) and Vehicle Lease. He stated that the lease would allow for the purchase of six vehicles for the Police Department for a total amount of \$358,642.02 over a four year period. Mayor Lavey opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Dobry moved that Ordinance No. 1299, Series 2022, approving Build Year Agreement with Kansas State Bank and Vehicle Lease, be approved on final reading. 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

### 5. PRESENTATIONS

a. Thank You and Goodbye to Mayor Michael Lavey and Councilmember Orly Lucero. City Manager Sanders thanked Mayor Lavey and Councilmember Lucero for their years of service to the City of Cortez noting that they are men of integrity and dedicated to the City. He stated that they will be missed. Councilmember Lucero wished the new Councilmembers well and thanked the City employees for all their hard work. He stated that he would see everyone around and asked Council to keep the City moving forward. Mayor Lavey stated that it has been a roller coaster especially the last few years with the pandemic but every obstacle was turned into an opportunity. He stated that Cortez is a great place to live and he thanked everyone for being great Cortez citizens.

b. Oath of Office for New Councilmembers: Lydia DeHaven, Robert Dobry, Matt Keefauver, and Dennis Spruell. The oath of office was taken by the four newly elected candidates.

c. Nomination for Mayor. The floor was opened by the City Clerk for nominations for Mayor. Councilmember Yazzie moved that Rachel Medina be nominated as Mayor. Councilmember Dobry seconded the motion. Councilmember Spruell moved that Matt Keefauver be nominated as Mayor. Councilmember Rainey seconded the motion. No other nominations were received. A paper ballot vote was taken and the results were as follows:

Four (4) votes for Rachel Medina and three (3) votes for Matt Keefauver. Rachel Medina was therefore nominated as Mayor.

d. Nomination for Mayor Pro-tem. The floor was opened by the City Clerk for nominations for Mayor Pro-tem. Councilmember Keefauver moved that Robert Dobry be nominated as Mayor Pro-tem. Mayor Medina seconded the motion. Mayor Medina moved that Arlina Yazzie be nominated as Mayor Pro-tem. Councilmember Rainey seconded the motion. No other nominations were received. A paper ballot vote was taken and the results were as follows:

Five (5) votes for Arlina Yazzie and two (2) votes for Robert Dobry. Arlina Yazzie was therefore nominated as Mayor Pro-tem.

Mayor Medina read a brief message thanking Council for the nomination of Mayor noting that it is a great honor. She stated that the Mayor is only a figure head position and that Council is a team of seven making decisions for the City of Cortez. She asked for everyone's patience as she navigates the new position and that she will do her best to serve the community.

e. Shred Paper Ballots. Councilmember Keefauver moved that the City Clerk be authorized to shred the paper ballots used for the Mayor and Mayor Pro-tem election. Councilmember Rainey seconded the motion, and the vote was as follows:

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Bid Results on the 2022 Mildred Road Street and Water Project (PW-2-01-SW). Director of Public Works Peckins stated that North Mildred Road from Empire Street north to Animas Street has two water lines under it: the 6" line is circa 1950's and the newer 16" line installed in the early 80's. He stated that two new water valves will be installed on the 16" line in front of Southwest Memorial Hospital to provide water from two directions, so the hospital should never be without water. He explained that the 6" line would be abandoned, and all of the current service lines would be transferred and upgraded to the 16" line. He spoke about the street improvements for North Mildred Road that would also occur during the project. He stated that only one bid was received and staff recommends that the bid be awarded to D&L Construction at a bid amount of

\$1,261,220.00. In answer to a question from Mayor Medina, Director of Public Works Peckins stated that the water portion of the project is over budget; however, the street portion of the project is under budget and therefore the project comes within the estimated budgeted amount.

Councilmember Keefauver moved that Council award the 2022 Mildred Road Street and Water Project to D&L Construction at a bid price of \$1,261,220.00. He noted that the monies have been budgeted in the Street and Water Capital Funds. Councilmember Dobry seconded the motion, and the vote was as follows:

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

b. Bid Results on the South Sligo Street Reconstruction Project (PW-22-02-S). Director of Public Works Peckins stated that South Sligo Street will be reconstructed this summer. He stated that the first development of South Sligo was done in 2005 and was not designed for heavy traffic. He stated that a 1" overlay was put down in 2008 to help maintain the road. He stated that Sligo Street is a major through way for traffic to 7<sup>th</sup> Street and is utilized for the school bus traffic. He stated that the road is scheduled to be excavated down to subgrade and will be reconditioned to sufficiently handle projected future traffic. He stated that the project would begin after school is completed at the end of May. He stated that three bids were received and staff is recommending that the bid be awarded to D&L Construction at a bid price of \$871,675.00. He stated that the money for the project is budgeted in the Street Capital Fund. In answer to a question from Mayor Medina, Director of Public Works Peckins stated that D&L Construction has said, if they are awarded the bid, they would begin the Sligo Street project a couple weeks after the start of the project on Mildred Road and will work simultaneously on both projects.

Councilmember Dobry moved that Council award the bid for the 2022 Sligo Street Reconstruction Project to D&L Construction at their bid price of \$871,675.00. Councilmember Keefauver seconded the motion, and the vote was as follows:

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

c. Bid Results on the 2022 Street Striping Project. Director of Public Works Peckins stated that all of the streets in Cortez are in need of restriping and it is more efficient to contract the work out since the City does not have the proper striping equipment to perform the work. He noted that the City has contracted the striping out for over ten years and allows the work to be completed in approximately one week. He stated that the monies have been budgeted in the Public Works General Fund, Traffic Services. He stated that, as was done in 2013 and 2016, the bid specifications noted that it is in the best interest of the City to not seek yearly bids for the project, but rather to allow the contractor to renew the contract provided the total cost of the project, with the same parameters as outlined in the Bid Documents, and that an increase is not more than 3% per annum for a period of three years. He stated that two bids were received and staff recommends that the bid be awarded to Branson Traffic Control Co., Inc., for the bid amount of \$44,094.00, with the escalation clause for three years. Mayor Medina asked if the parking spaces and cross walks would be completed as well with this process and Inspector/Safety Inspector Roberts stated that the

parking spaces and cross walk striping are not part of the project.

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

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

d. Request to Purchase Cortez Area Chamber of Commerce Membership to Help Sustain Business-Support Efforts by our Partner. Community and Economic Development Director Marchbanks stated that she would like the City to purchase a Cortez Chamber of Commerce membership in the amount of \$850 paid out of the Council contingency expenditure line. She stated that the membership amount was not included in the budget. She stated that the membership would help support the Chamber's economic development initiatives and business programs. In answer to a question from Mayor Pro-tem Yazzie, Colton Black, Executive Director of the Chamber of Commerce, spoke about membership benefits which include a discount at Chamber events and listing in the on-line business directory. He spoke about the different membership benefits should the City choose to go with the \$1,000 membership fee. Mayor Medina asked if the funds were available for the membership fee which Director of Finance Koskie stated there was money available in the contingency line item. Councilmember Keefauver commented that the City approved funding to the Chamber of Commerce during the Community Support Grant process for 2022 and he thought that the funding would include a membership. City Manager Sanders stated that the grant (approximately \$4,000) was to include a membership; however, the City is trying to formalize a membership for the next twelve months. He stated that the \$850 membership meets the needs of the City.

Councilmember Dobry moved that Council approve the purchase of a Cortez Area Chamber of Commerce Membership in the amount of \$850, paid for out of the Council contingency expense line. Councilmember Rainey seconded the motion, and the vote was as follows:

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

e. Resolution No. 13, Series 2022 – Land Acquisition – 1002 East Empire Street, Cortez, Colorado. City Manager Sanders stated that it is a long-term goal of the City to improve the intersection of Mildred Street and Empire Street due to the high traffic volume. He stated that the property at 1002 East Empire Street is for-sale and noted that the City owns the other three corners at the intersection. He stated that he spoke with Council in Executive Session on March 29, 2022, about the reasons for the acquisition of the property and Council granted permission to negotiate with the property owner for a fair price for the property. He stated that a sale price of \$105,000.00 was agreed upon, plus one-half of the closing costs (\$298.50). He stated that the property could be used for parking during special events until something is done with the intersection in the future. Councilmember Keefauver asked that landscaping be placed on the lot as three of the four corners are not very attractive.

Councilmember Dobry moved that Council approve Resolution No. 13, Series 2022, authorizing the purchase of land known as 1002 East Empire Street, Cortez, Colorado, pursuant to the purchase agreement, for the amount of \$105,298.50. Councilmember Keefauver seconded the motion, and the vote was as follows:

DeHaven	Dobry	Keefauver	Medina	Rainey	Spruell	Yazzie
Yes	Yes	Yes	Yes	Yes	Yes	Yes

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER’S REPORT

a. Community Intervention Program (CIP)/Business Beautification Mini Grant Program/CCN Broadband/City Attorney. City Manager Sanders stated that Community Intervention Program (CIP) is set to go live on May 1, 2022. He also announced that the City is re-launching its Business Beautification Mini Grant Program. He stated that the matching grant (up to \$300) could be used for the purchase of materials utilized in the enhancement of a business’s existing façade or primary public entrance. He thanked the Community and Economic Development Department for bringing the program back to life. City Manager Sanders stated that seven responses were received to the City’s Request For Information (RFI) for leasing the existing broadband system. He stated that all seven bidders will be interviewed and narrowed down for Council review. He noted that the interview process to select a new City Attorney will occur May 6, 2022. Employee Highlight, nominated by Director of Parks and Recreation Wright, includes the three Aquatics Management Team consisting of Ahnna Higgins, Ivana Kibel and Jenna Barner. He noted that the team has almost 18 years of experience in the Aquatics Division and each has had firsthand experience with just about every situation that one could imagine. Director of Parks and Recreation Wright wrote that the team works at an amazing level together and on their own to create a safe, supportive, and fun environment for Cortez residents and visitors.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor’s Report on Workshop. Mayor Medina stated that a reception was held during the worksession to thank Michael Lavey and Orly Lucero for their service to the community.

b. Parks, Recreation, and Forestry Advisory Board Meeting. Mayor Pro-tem Yazzie stated that the Parks, Recreation, and Forestry Advisory Board reviewed the posters for the Arbor Day contest. She commented that there were some great drawings from local elementary students. Also, discussion during the meeting included the the latest happenings/projects for the Parks and Recreation Department.

12. OTHER ITEMS OF BUSINESS

a. Councilmember Dobry moved to adjourn at 8:20 p.m. 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 24-7-402(4)(a). Council returned from Executive Session at 10:25 p.m., with no further discussion held.

13. PUBLIC PARTICIPATION – None.

The regular meeting was adjourned at 10:26 p.m.

ATTEST:

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Rachel B. Medina, Mayor

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Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 2. b.

MEMO TO: Honorable Mayor and City Council

FROM: Sara Coffey, Finance Assistant/Deputy City Clerk

SUBJECT: Expenditure List for May 10, 2022 City Council Meeting

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**Attachments**

Expenditure List

## EXPENDITURE LIST FOR WEEK ENDING APRIL 29, 2022

Department	Vendor Name	Description	Amount
Human Resources	AT&T MOBILITY	PHONE	\$ 54.56
		Total	\$ 54.56
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES-PUBLIC DEFENDER	\$ 592.00
	RICHARD SIMS LAW OFFICE	FIRST APPEARANCE-YANITO	\$ 40.00
		Total	\$ 632.00
Finance	GOVOS INC	ONLINE PAYMENT PROCESSING MARCH 2022	\$ 593.31
	GOVERNMENT FINANCE OFFICERS	Class Registration - Basic Accounting & Financial P	\$ 85.00
	PARKER'S WORKPLACE SOLUTIONS	OFFICE SUPPLIES	\$ 24.34
	PARKER'S WORKPLACE SOLUTIONS	OFFICE SUPPLIES	\$ 183.82
		Total	\$ 886.47
City Clerk	MONTEZUMA COUNTY CLERK	APRIL 5,2022 ELECTION SERVICES/SUPPLIES	\$ 12,203.10
		Total	\$ 12,203.10
Events	CORTEZ RETAIL ENHANCEMENT ASSN	CORTEZ CASH CARDS	\$ 100.00
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 56.25
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 56.25
		Total	\$ 212.50
Library	DH PACE DOOR SERVICES	7KCL2 Deadlock Latch - Library	\$ 34.10
		Total	\$ 34.10
Building Maint	MICROMAIN CORPORATION	Annual Support Renewal - CMMS	\$ 1,875.00
		Total	\$ 1,875.00
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE	\$ 2,300.00
	ALPINE SECURITY & ELECTRONICS	WORK ON HOLD UP BUTTON	\$ 113.52
	AMERICAN FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 34.76
	CORTEZ COPY & PRINT	WINDOW ENVELOPES	\$ 285.00
	PARKER'S WORKPLACE SOLUTIONS	OFFICE SUPPLIES	\$ 137.96
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 163.09
	NICE ELECTRIC	Materials/Labor - Repair/replace non-working lig	\$ 622.62
		Total	\$ 3,656.95
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2022	\$ 2,501.00
	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2022	\$ 2,501.00
	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 110.00
	STERICYCLE INC.	HAZARDOUS MATERIALS	\$ 36.47
	CENTURYLINK	PHONE	\$ 81.29
	ZORO TOOLS INC	Gojo 2740-12 Touch Free Dispenser, Dove Gray -	\$ 78.76
		Total	\$ 5,308.52
Police Department	CIRSA	ADDITION OF VEHICLES	\$ 105.38

## EXPENDITURE LIST FOR WEEK ENDING APRIL 29, 2022

Department	Vendor Name	Description	Amount
	INTELLICHOICE, INC.	Annual License & support fee	\$ 24,481.85
	AT&T MOBILITY	PHONE	\$ 39.48
	CIRSA	ADDITION OF VEHICLES	\$ 271.68
	TUFFY SECURITY PRODUCTS	RS-Heavy Duty Gear Drawers, 2 drawer, 50/50	\$ 2,523.65
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE	\$ 1,499.58
	ALPINE SECURITY & ELECTRONICS	Alarm Services - PD Evidence Building	\$ 45.50
	CENTURYLINK	PHONE	\$ 57.78
	CENTURYLINK	PHONE	\$ 77.37
	CENTURYLINK	PHONE	\$ 125.72
		Total	\$ 29,227.99
Public Works	CIRSA	ADDITION OF VEHICLES	\$ 161.13
	AT&T MOBILITY	PHONE	\$ 226.89
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 9,877.79
	CUSTOM PRODUCTS CORPORATION	'Bluffs Blvd' SNS 9 Blade	\$ 169.65
		Total	\$ 10,435.46
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	WORK ON OUTDOOR POOL ALARM	\$ 963.37
	ATMOS ENERGY	GAS	\$ 29.90
		Total	\$ 993.27
Golf Course Maint	AT&T MOBILITY	PHONE	\$ 53.22
	CENTURYLINK	PHONE	\$ 64.96
	VAN DIEST SUPPLY COMPANY	Bayer Interface Stressgard Fungicide per gallon 2.	\$ 945.00
	VAN DIEST SUPPLY COMPANY	Mirage Stressgard Fungicide per gallon, 2.5 gal/cd	\$ 950.90
	AMERICAN FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 98.50
	MILE HIGH TURFGRASS, LLC	11430-25 Par Aide Red Hazard Market w/spike, b	\$ 294.89
	PG ENTERPRISES LLC	20/50 Greens Topdressing Sand - Delivered price	\$ 2,913.84
	KANSAS GOLF & TURF INC	4239563 GP400 Grass catcher	\$ 532.34
	KANSAS GOLF & TURF INC	4239563 GP400 Grass catcher	\$ 532.34
		Total	\$ 6,385.99
Parks	BRAVO CLEANING & RESTORATION	Blanket PO - Litter/Refuse Removal for Parks	\$ 832.00
	MONICA'S CLEANING SERVICE LLC	Blanket PO - 2022 Parks Restrooms Janitorial Serv	\$ 2,250.00
	AT&T MOBILITY	PHONE	\$ 117.77
	CENTURYLINK	PHONE	\$ 64.96
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 138.24
	AMERICAN FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 30.15
	FERGUSON WATERWORKS #1116	SUPPLIES	\$ 1,003.56
	GRAINGER	31DK84 Trash can liners, black, 1.2 mil	\$ 447.60
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 6.76
	SLAVENS TRUE VALUE	BOLT SNAP	\$ 10.90
	SLAVENS TRUE VALUE	GLOVES	\$ 13.43
	SLAVENS TRUE VALUE	SPAN REPAIR COUPLING	\$ 16.04
	SLAVENS TRUE VALUE	IRRIGATION VALVE BOX	\$ 16.37

## EXPENDITURE LIST FOR WEEK ENDING APRIL 29, 2022

Department	Vendor Name	Description	Amount
	SUPERIOR AUTO	BUTT TERMINAL WP	\$ 4.89
	THE PLUMBING STORE	PVC CEMENT/PRIMER	\$ 34.80
	WESTERN PAPER DISTRIBUTORS	BLS-91045 2-ply Toilet Paper - Parks	\$ 193.80
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels	\$ 273.50
	USA BLUEBOOK	53966 Service/Valve Box Cleaner, 6ft	\$ 219.95
		Total	\$ 5,674.72
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	Professional Services - Planning Services for Febru	\$ 9,006.25
	AT&T MOBILITY	PHONE	\$ 243.36
		Total	\$ 9,249.61
Shop	FOUR STATES TIRE CO.	215/75R17 Tire, Installed - Unit #1233	\$ 317.02
	FOUR STATES TIRE CO.	New tires for Unit #5	\$ 652.20
	BELT SALVAGE	2 x 3/16 x 20 Angle iron	\$ 110.40
	BELT SALVAGE	1 x 3" x 1/8" Rectangular tubine 20ft"	\$ 139.00
	BELT SALVAGE	1-1/2 x 1/8 Square tubing	\$ 233.60
	BELT SALVAGE	1-1/2 x 1/8" Square tubing	\$ 233.60
	BELT SALVAGE	3 x 3" x 1/8" Angle iron	\$ 365.60
	BELT SALVAGE	5' x 10' x 1/8 Diamond plate sheet	\$ 517.44
	HARDLINE EQUIPMENT	AC30212120 M12x120 UNI6058 Tie Rod	\$ 17.09
	HARDLINE EQUIPMENT	6211662340 3rd Brush Arm Spring - Unit 900	\$ 94.08
	HONNEN EQUIPMENT COMPANY	T155827 Hose - Unit 977	\$ 61.64
	HONNEN EQUIPMENT COMPANY	AT186747 Shroud	\$ 389.10
	K&K SYSTEMS	SM-8002 5x7 2.85 Pitch Yellow 4 LED/Pixel - Quo	\$ 299.24
	STEVE KEETCH MOTORS, INC.	KEYS	\$ 85.88
	STEVE KEETCH MOTORS, INC.	Program spare keys for Unit 161	\$ 120.75
	SENERGY PETROLEUM	E10 Unleaded Gas for Service Center	\$ 4,758.43
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Service Center	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 160.40
	AMERICAN FIRST AID & SAFETY	Blanket PO - 1st Aid Supplies	\$ 42.74
	XEROX CORPORATION	Blanket PO- B7035 WorkCenter s/n 5DA859596, B	\$ 319.73
	DH PACE DOOR SERVICES	7KCL2 Deadlock Latch - SC	\$ 68.20
		Total	\$ 9,031.64
Technology	AT&T MOBILITY	PHONE	\$ 61.58
	CENTURYLINK	PHONE	\$ 70.55
	AMAZON CAPITAL SERVICES	Acer CB272 bmiprx Monitors 27 inch - CFPD #22-	\$ 375.98
		Total	\$ 508.11
Airport	CENTURYLINK	PHONE	\$ 66.50
	MONTEZUMA COUNTY WATER DIST.	WATER	\$ 50.00
	MONTEZUMA COUNTY WATER DIST.	WATER	\$ 54.10
	DH PACE DOOR SERVICES	21BWC Weather Cover for 21B Series - APT	\$ 24.56
	DH PACE DOOR SERVICES	21B-7-72-L LC Padlock w/o core, 2 inch - APT	\$ 116.15
	DH PACE DOOR SERVICES	7KCL2 Deadlock Latch - Airport	\$ 154.84

## EXPENDITURE LIST FOR WEEK ENDING APRIL 29, 2022

Department	Vendor Name	Description	Amount
		Total	\$ 466.15
Dispatch	RAGSDALE AND ASSOC. P.C.	Psychological testing - Dennison	\$ 375.00
		Total	\$ 375.00
Rec Center	ATMOS ENERGY	GAS	\$ 1,429.68
	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$ 4,579.37
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 336.30
		Total	\$ 6,345.35
Water	MONTEZUMA WATER COMPANY	57371-WATER	\$ 294.00
	USA BLUEBOOK	Blanket PO - Chemicals and Lab	\$ 428.32
	AT&T MOBILITY	PHONE	\$ 105.47
	MOUNTAINLAND SUPPLY COMPANY	ADS 2105ABH 21x36 White Meter Box - Quote #S	\$ 714.32
	ZORO TOOLS INC	Zurn/Wilkins RK1-375 Repair kit	\$ 92.53
	CORE AND MAIN	13721-008 Annual Maintenance R900 BC	\$ 355.50
	CORE AND MAIN	13721-005 N-Sight Mobile Hardware Annual Main	\$ 1,218.95
	CORE AND MAIN	13812-105 Neptune 360 Annual Software	\$ 2,500.00
		Total	\$ 5,709.09
Refuse	CHIROPRACTIC HEALTH ALLIANCE	CDL PHYSICAL-PERIMAN	\$ 80.00
	AT&T MOBILITY	PHONE	\$ 64.55
		Total	\$ 144.55
Total			\$ 109,410.13

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
City Council	MICHAEL F. GREEN, PC	LEGAL SERVICES-GENERAL COUNCIL	\$ 6,396.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 157.50
		Total	\$ 6,553.50
Municipal Court	PADILLA LAW P.C.	MUNICIPAL COURT PROFESSIONAL SERVICES	\$ 240.00
	PADILLA LAW P.C.	MUNICIPAL COURT JUDGE	\$ 1,549.58
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-FIRST APPEARANCE	\$ 80.00
	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 910.00
	MICHAEL F. GREEN, PC	LEGAL SERVICES-MUNICIPAL COURT	\$ 458.20
	OFFICE DEPOT	470861 HP201A Print cartridge, Cyan CF401A	\$ 67.21
	OFFICE DEPOT	470957 HP201A Print cartridge, Yellow CF402A	\$ 67.21
	OFFICE DEPOT	471002 HP201A Print cartridge, Magenta CF403A	\$ 67.21
	OFFICE DEPOT	470577 HP201A Print cartridge, Black CF400A	\$ 113.94
		Total	\$ 3,553.35
Finance	POSTAL PROS, INC.	PRINTING/MAILING	\$ 519.05
		Total	\$ 519.05
City Clerk	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.97
		Total	\$ 8.97
Events	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.97
		Total	\$ 8.97
Library	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 795.72
	CORTEZ SANITATION DISTRICT	001536-SEWER	\$ 43.00
	CITY OF CORTEZ	3120-REFUSE	\$ 135.60
	CITY OF CORTEZ	3120-WATER	\$ 32.01
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	INGRAM LIBRARY SERVICES	BOOKS	\$ 14.49
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 18.35
	INGRAM LIBRARY SERVICES	BOOKS	\$ 22.19
	INGRAM LIBRARY SERVICES	BOOKS	\$ 31.18
	INGRAM LIBRARY SERVICES	BOOKS	\$ 31.71
	INGRAM LIBRARY SERVICES	BOOKS	\$ 38.34
	INGRAM LIBRARY SERVICES	BOOKS	\$ 116.89
	INGRAM LIBRARY SERVICES	BOOKS	\$ 180.22
	INGRAM LIBRARY SERVICES	BOOKS	\$ 205.71
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 69.56
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 72.00
		Total	\$ 1,897.05

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
City Hall Operations	PITNEY BOWES GLOBAL FINANCIAL SERV	Blanket PO- SendPro C Series Version 4 Mailing S	\$ 317.04
	CORTEZ SANITATION DISTRICT	002965-SEWER	\$ 43.00
	CITY OF CORTEZ	6724-REFUSE	\$ 192.95
	CITY OF CORTEZ	6724-WATER	\$ 66.64
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 375.65
		Total	\$ 995.28
Welcome Center	MONICA'S CLEANING SERVICE LLC	JANITORIAL SERVICE - MAY 2022	\$ 1,530.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 379.96
	CORTEZ SANITATION DISTRICT	001620-SEWER	\$ 43.00
	CITY OF CORTEZ	3310-REFUSE	\$ 94.80
	CITY OF CORTEZ	3310-WATER	\$ 25.25
		Total	\$ 2,073.01
Police Department	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 10.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 15.75
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 15.75
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 15.75
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 21.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 26.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 26.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 31.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 31.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 31.50
	LORI OLIVER	REIMBURSE PETTY CASH-WORK CLOTHING	\$ 123.45
	AMAZON CAPITAL SERVICES	Guardian Angel Wearable Safety Lights	\$ 99.99
	LORI OLIVER	REIMBURSE FOR HEADLIGHT	\$ 59.03
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	PITNEY BOWES PURCHASE POWER	POSTAGE	\$ 200.00



## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 172.47
	CORTEZ SANITATION DISTRICT	002756-SEWER	\$ 59.00
	CITY OF CORTEZ	6008-REFUSE	\$ 218.30
	CITY OF CORTEZ	6008-WATER	\$ 52.29
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 190.94
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 356.72
		Total	\$ 2,024.93
Animal Shelter	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY/CASTRATION	\$ 192.00
	VIBRANT PET ANIMAL HOSPITAL	CASTRATION	\$ 56.25
	VIBRANT PET ANIMAL HOSPITAL	HYSTERECTOMY	\$ 105.00
	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 101.00
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76
	CORTEZ SANITATION DISTRICT	003070-SEWER	\$ 71.00
	CITY OF CORTEZ	7010-REFUSE	\$ 54.00
	CITY OF CORTEZ	7010-WATER	\$ 65.81
		Total	\$ 681.82
Public Works	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 1,620.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 390.89
	FASTENAL COMPANY	1137021 5/16-18 Nylon Lock Nuts, 100/box	\$ 6.39
	FASTENAL COMPANY	110120327 5/16-18 x 1-1/2 Capscrew, 100/box	\$ 22.94
	FASTENAL COMPANY	1133006 5/16 Flat Washers, 100/box	\$ 24.03
	FASTENAL COMPANY	110120333 5/16-18 x 3 Capscrew, 50/box	\$ 47.08
	FASTENAL COMPANY	110120335 5/16-18 x 3-1/2 Capscrew, 50/box	\$ 54.56
	LIGHTLE ENTERPRISES OF OHIO LLC	Street name signs (136) per submitted bid. 9 black	\$ 3,956.76
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 17.10
	ENNIS PAINT, INC	XF8330241L XF125WH Q2 BD 8' Left Turn Arrow	\$ 280.60
	ENNIS PAINT, INC	XF8430566 XF125WH Q15'BD 24 White Line - Qt	\$ 2,505.00
	AM SIGNAL, INC.	Leotek TSL-08Y-LX-IL6-A1-P3 8 Yellow Tinted LED	\$ 111.85
		Total	\$ 9,037.20
Outdoor Pool	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 180.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 227.11
	CORTEZ SANITATION DISTRICT	002640-SEWER	\$ 43.00
	CITY OF CORTEZ	6900-REFUSE	\$ 132.30
	AMAZON CAPITAL SERVICES	KIDS TOYS/POOL NOODLES	\$ 60.18
		Total	\$ 642.59
Golf Pro	CORTEZ SANITATION DISTRICT	001307-SEWER	\$ 43.00
	CITY OF CORTEZ	2618-REFUSE	\$ 192.95
	CITY OF CORTEZ	2618-WATER	\$ 52.29
		Total	\$ 288.24
Golf Course Maint	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 200.00

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
	LE PEW PORTA-JOHNS INC.	Fuel Surcharge - 20%	\$ 62.00
	LE PEW PORTA-JOHNS INC.	Portolet Rental #16 Tee Monthly	\$ 310.00
	CORTEZ SANITATION DISTRICT	003446-SEWER	\$ 43.00
	CITY OF CORTEZ	7804-REFUSE	\$ 192.95
	CITY OF CORTEZ	7804-WATER	\$ 482.40
	TARGET SPECIALTY PRODUCTS	CREDIT INVOICE-REVERSE FREIGHT CHARGE	\$ (46.65)
	TARGET SPECIALTY PRODUCTS	Precision Duplex Wetting Agent, 2.5 gallon conta	\$ 159.70
	FERGUSON WATERWORKS #1116	1-1/2 ACME x NPT Adapter"	\$ 64.00
	FERGUSON WATERWORKS #1116	Rain Bird VIH Solenoid #213462C	\$ 250.00
	FERGUSON WATERWORKS #1116	Rain Bird PESB-200 Electric Valve - Spring Tee-Of	\$ 865.00
		Total	\$ 2,582.40
Parks	LE PEW PORTA-JOHNS INC.	MONTHLY RENTAL	\$ 1,116.00
	MONICA'S CLEANING SERVICE LLC	Blanket PO - 2022 Parks Restrooms Janitorial Ser	\$ 2,250.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 352.80
	CORTEZ SANITATION DISTRICT	002167-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003528-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002638-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002976-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003177-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002612-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002639-SEWER	\$ 71.00
	CITY OF CORTEZ	PARKS-REFUSE	\$ 1,381.40
	CITY OF CORTEZ	PARKS-WATER	\$ 1,025.73
	CRUZAN IRRIGATION	FLOWSPAN 3 SLIP	\$ 53.38
	FOUR CORNERS SAWS	ENGINE OIL	\$ 10.74
	SLAVENS TRUE VALUE	CONCRETE MIX/TIE/CABLE TIE	\$ 57.49
	SLAVENS TRUE VALUE	GARBAGE CAN	\$ 502.20
		Total	\$ 7,078.74
Planning & Building	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 124.50
		Total	\$ 124.50
Shop	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.37
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.73
	GRAINGER	4T307 Extinguisher bracket 46640120	\$ 22.80
	GRAINGER	5T904 Fire Extinguisher PRO2.5MP	\$ 134.61
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-FILTER	\$ (3.14)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 2.09

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 10.28
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 10.84
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 11.68
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 16.77
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 17.61
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 17.86
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 18.86
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 21.93
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 28.11
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 35.29
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 90.01
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 104.03
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 130.36
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 905.65
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 119.52
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 122.08
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 6.18
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 6.66
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.39
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.48
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 12.76
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 15.63
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 50.98
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 58.84
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 73.36
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 87.01
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 118.81
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 425.20
	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL-HOWARD, D	\$ 115.00
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at Service Center	\$ 1,950.00
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	CORTEZ SANITATION DISTRICT	003529-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002471-SEWER	\$ 59.00
	CITY OF CORTEZ	5228-REFUSE	\$ 312.00
	CITY OF CORTEZ	5228-WATER	\$ 578.38
	FASTENAL COMPANY	Blanket PO - Batteries, 1st Aid Supplies	\$ 26.56
		Total	\$ 6,180.84
Technology	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	DELL MARKETING L.P.	MDA20 Dual monitor arm	\$ 295.99
	DELL MARKETING L.P.	S2721H 27 Monitor"	\$ 364.78
		Total	\$ 700.77

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
Streets	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 60.81
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 22.17
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 25.02
		Total	\$ 108.00
Airport	CITY OF CORTEZ	8114-REFUSE	\$ 36.93
		Total	\$ 36.93
Rec Center	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	CORTEZ SANITATION DISTRICT	003051-SEWER	\$ 955.00
	CITY OF CORTEZ	6964-REFUSE	\$ 192.95
	CITY OF CORTEZ	6964-WATER	\$ 278.80
	AMAZON CAPITAL SERVICES	LAMINATING POUCHES	\$ 20.17
	AMAZON CAPITAL SERVICES	BANNER/DELINEATOR POSTS	\$ 334.98
	AMERICAN FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 66.82
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 252.52
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 389.41
	AMAZON CAPITAL SERVICES	CREDIT INVOICE FOR SAFETY BARRIER	\$ (176.00)
	AMAZON CAPITAL SERVICES	CREDIT INVOICE FOR VEVOR 4 PACK	\$ (125.98)
	AMAZON CAPITAL SERVICES	SUPPLIES	\$ 73.38
	AMAZON CAPITAL SERVICES	DELINEATOR POST/HIP COLLARS	\$ 102.40
		Total	\$ 2,404.45
Water	POSTAL PROS, INC.	POSTAGE	\$ 609.35
	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 121.50
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL-GRAY, T	\$ 80.00
	CENTURYLINK	PHONE	\$ 57.78
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 54.79
	CITY OF CORTEZ	7822-REFUSE	\$ 54.00
	THATCHER CHEMICAL CO.	Blanket PO - Liquid Alum AL2	\$ 7,938.75
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintenanc	\$ 150.13
	ZORO TOOLS INC	Dwyer 628-11-GH-P1-E1-S1 Pressure transmitter	\$ 382.68
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Locator Notification Charges	\$ 128.70
	GRAND JUNCTION WINWATER WORKS	00305023287 16 Foster Adapter w/gasket and b	\$ 1,261.16
	GRAND JUNCTION WINWATER WORKS	21x20 Prinsco Meter Pit Pipe - Quote #0015064	\$ 5,780.80
	MOUNTAINLAND SUPPLY COMPANY	6 x 45 Dom. DI MJ Elbow	\$ 787.09
	MOUNTAINLAND SUPPLY COMPANY	Ford UFR1500-CA-6-U MJ PVC C900 MegaLug w/	\$ 795.11
	MOUNTAINLAND SUPPLY COMPANY	6 Solid Sleeve	\$ 840.27
	FOUR CORNERS SAWS	CHAIN	\$ 21.99
		Total	\$ 19,104.10
CCN Fund	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 122.20
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless inte	\$ 1,914.80

## EXPENDITURE LIST FOR WEEK ENDING MAY 6, 2022

Department	Vendor Name	Description	Amount
		Total	\$ 2,037.00
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 609.34
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
		Total	\$ 649.34
Total			\$ 69,291.03



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Hotel and Restaurant Liquor License for Thai Cortez, LLC, DBA Thai Cortez, located at 1430 East Main Street, Suites 1-3, Cortez.

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**Attachments**

Renewal-Thai Cortez



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

5/4/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR  
LICENSE FOR THAI CORTEZ, LLC, DBA THAI CORTEZ, LOCATED AT 1430  
EAST MAIN STREET, SUITES 1,2,3, CORTEZ.

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on April 26, 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 for Thai Cortez, LLC DABA Thai Cortez, located at 1430 East Main Street, Suites 1,2,3, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of an Arts Liquor License for the Community Radio Project, Inc., DBA KSJD, located at 2-8 East Main Street, Cortez.

---

**Attachments**

Renewal KSJD





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 FOR AN ARTS LIQUOR LICENSE FOR THE  
COMMUNITY RADIO PROJECT, INC., DBA KSJD, LOCATED AT 2-8 EAST MAIN  
STREET, CORTEZ

#### BACKGROUND

The liquor license renewal application referred to above was filed in the City Clerk's office on April 20, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

The police report shows there have been no liquor code violations found over the past twelve months.

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

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of the renewal Arts Liquor License for the Community Radio Project, Inc., DBA KSJD, located at 2-8 East Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 4. b.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Proclamation for National Hospital Week on May 8-14, 2022

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**Attachments**

National Hospital Week Proclamation

**PROCLAMATION**

**NATIONAL HOSPITAL WEEK  
MAY 8-14, 2022**

**WHEREAS, National Hospital Week is May 8-14, 2022, and the official theme is "We Are Health Care"; and,**

**WHEREAS, individuals all across the Country will be celebrating this time-honored event; and,**

**WHEREAS, the hard working people that compose our Health System deserve universal regard and appreciation for keeping our community healthy.**

**NOW, THEREFORE BE IT RESOLVED, I, Rachel B. Medina, Mayor of Cortez, Colorado, do hereby proclaim May 8-14, 2022, to be Hospital Week in Cortez, Colorado, with the official theme:**

**"We Are Health Care"**

**And, urge residents to express their appreciation for the people, facilities, and technologies that make trustworthy, reliable health care possible in our community.**

**Witness my hand this 10<sup>th</sup> day of May, 2022.**

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**Rachel B. Medina, Mayor**





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 4. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Proclamation for Historic Preservation Day on May 21, 2022

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**Attachments**

Historic Preservation Day



PROCLAMATION  
FOR  
HISTORIC PRESERVATION DAY

- WHEREAS: May is National Historic Preservation Month; and,
- WHEREAS: Walking tours of Cortez Historic Buildings will be given during the day on Saturday, May 21, 2022, and a sneak preview of the Montezuma Heritage Museum will be offered; and,
- WHEREAS: these events are sponsored by the Cortez Historic Preservation Board, the Cortez Cultural Center, the Montezuma County Historical Society, and the Cortez Retail Enhancement Association; and,
- WHEREAS: the City of Cortez recognizes the importance of keeping the history of Cortez and the surrounding area alive through education and cultural opportunities.

Therefore, I, Rachel B. Medina, Mayor of the City of Cortez, do hereby proclaim May 21, 2022, as

HISTORIC PRESERVATION DAY

And do hereby urge the citizens of this community to recognize and support the opportunities to learn more about the history of our community through various events held that day.

Witness my hand this 10th day of May, 2022.



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Rachel B. Medina, Mayor



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 4. d.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Proclamation in Recognition of Bike to Work Day 2022

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**Attachments**

Bike Day Proclamation

## **Proclamation in Recognition of Bike to Work Day 2022**

**Whereas**, For more than a century the bicycle has been a utilitarian and economically sound and effective means of personal transportation, recreation, mental wellbeing, and physical fitness; and

**Whereas**, Bike to Work Day 2022 will provide residents the opportunity to safely and comfortably get needed exercise and improve mental and physical health; and

**Whereas**, Biking reduces traffic, lowers the need for parking spaces, improves air quality, and saves citizens money at the gas pump or car charger; and

**Whereas**, Biking increases the vibrancy of our community, since people are not hidden away inside cars, but will rather get to meet their neighbors and interact with new faces; and

**Whereas**, The City of Cortez encourages physical, mental, and emotional wellness; and

**Whereas**, Numerous local businesses will provide incentives for people who bike into work.

**Now therefore, be it resolved that the City of Cortez:**

**That**, Bike to Work Day be declared throughout the City of Cortez on Friday, May 20, 2022;

**And that**, neighboring jurisdictions be encouraged to adopt similar proclamations

**And that**, all citizens be reminded the importance of safety and respect for the rules of the road to cyclists and drivers alike.

Signed this 10<sup>th</sup> day May, 2022.



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Rachel B. Medina, Mayor





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No. 15, Series 2022

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**BACKGROUND**

Please see attached information.

**RECOMMENDATION**

Council will consider approving Resolution No. 15, Series 2022, approving the amended plat for Lots 42 and 43, Sedona Estates Subdivision Phase 3, as submitted by the owner, Habitat for Humanity of Montezuma County, with two conditions.

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**Attachments**

Resolution No. 15, Series 2022





*City of Cortez Planning  
and Building  
123 Roger Smith Avenue  
Cortez, CO 81321*

Item No: 7A  
Meeting Date: May 10, 2022  
Project No. F22-000036

**TITLE:** REVIEW OF AN APPLICATION FOR AN AMENDED PLAT FOR LOTS 42 AND 43, SEDONA ESTATES PHASE 3 AS SUBMITTED BY HABITAT FOR HUMANITY OF MONTEZUMA COUNTY AND REVIEW OF RESOLUTION NO. 15, SERIES 2022

**ATTACHMENTS:** Council Resolution No.15 , Series 2022; Proposed Amended Plat

#### **BACKGROUND**

The applicant, Habitat for Humanity of Montezuma County, is submitting application for a Plat Amendment that will combine two existing lots into one .36 acre lot. The property is zoned MH.

The property is currently vacant. Habitat for Humanity hopes to combine the lots to create one, larger lot for a manufactured home.

#### **ISSUES**

Section 6.09 of the City's Land Use Code allows a replat or plat amendment under the following circumstances:

- (a) Replats and plat amendments shall be subject to all of the requirements of this code regarding preliminary plats and final plats, provided, however, that the city council shall be authorized to approve a replat or plat amendment without notice or hearing where the replat or plat amendment is solely for one or more of the following purposes and does not remove any covenants or restrictions or increase the number of lots. Such approval and issuance shall not require notice, hearing, or approval of other lot owners. Allowable purposes for a replat or plat amendment include to:
  - (1) Correct an error in any course or distance shown on the prior plat.
  - (2) Add any course or distance that was omitted on the prior plat.
  - (3) Correct an error in the description of the real property shown on the prior plat.
  - (4) Indicate monuments set after death, disability, or retirement from practice of the engineer responsible for setting the monuments.
  - (5) Show the proper location or character of any monument that has been changed in location or character or that originally was shown at the wrong location or incorrectly as to its character on the prior plat.
  - (6) Correct any other type of clerical error or omission in the previously approved plat.
  - (7) Correct an error in courses and distances of lot lines between two (2) adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not have a material adverse effect on the property rights of the owners in the plat.
  - (8) Relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement.
  - (9) Relocate or vacate one (1) or more lot lines between one (1) or more adjacent lots and /or parcels or tracts where the owner or owners of all such property join in the application for the plat amendment.

#### **DISCUSSION**

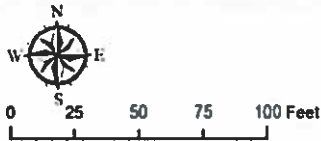
The purpose of this request is to vacate the lot lines between the two lots and consolidate them into one lot. The new lot will meet or exceed all requirements of the MH zone. The proposal meets the requirements of (9) above.

The resultant lot will meet all requirements of the MH zoning district.

A request for review and comment was sent to the utility suppliers affected districts and agencies. The following comments were received:

## AGENCY REVIEW

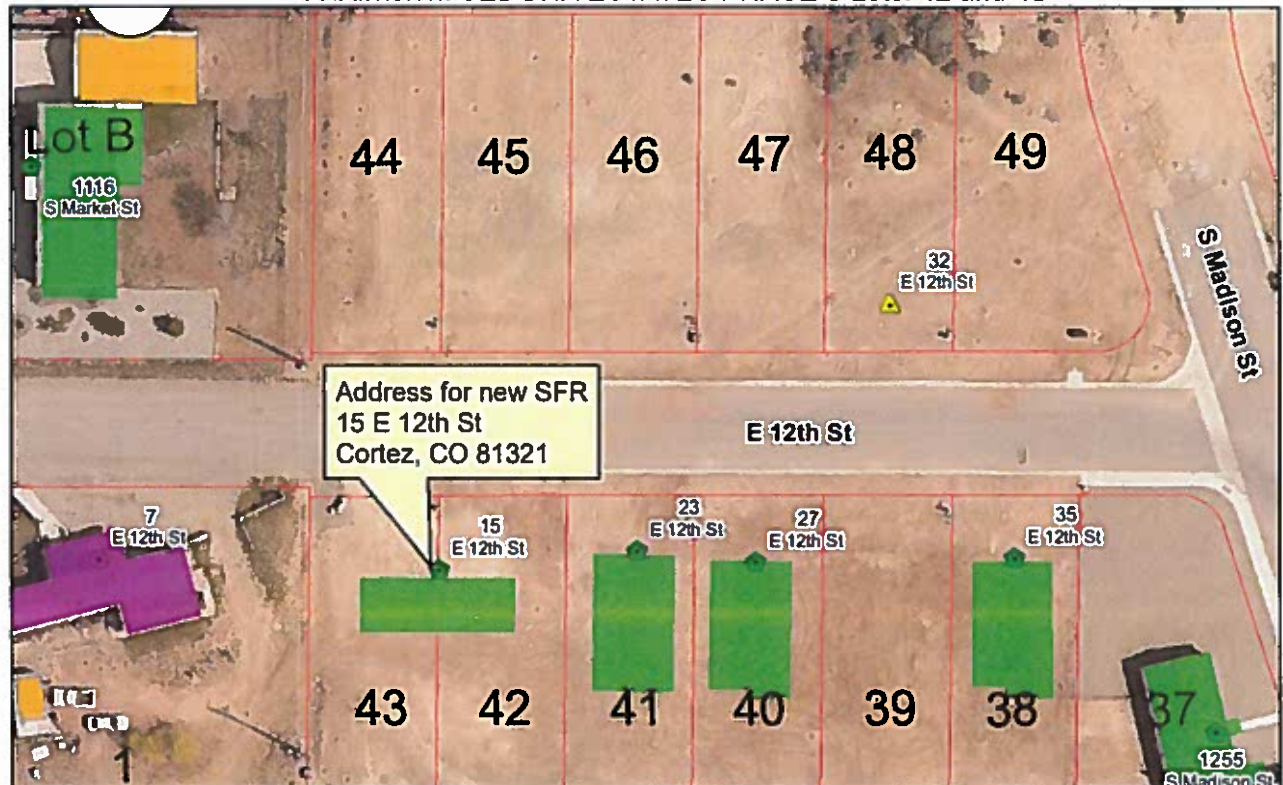
GIS Coordinator (Doug Roth)



**City of Cortez Address Assignment**  
**Habitat for Humanity of Montezuma County**  
**15 E 12th St, Cortez, CO 81321**  
**PID 5611-352-20-043 and 044**



**Subdivision: SEDONA ESTATES PHASE 3 Lots: 42 and 43**



**Cortez Building Department**  
No comment

**City of Cortez Public Works**  
No comment

**Cortez Sanitation District (Jan Nelson)**  
Couple of things I noted while reviewing the plans. There is no existing sewer main west of the manhole plotted in 12<sup>th</sup> St. but there is a sewer main in the easement to the west of lot 43 running north and south. I don't believe this would conflict with the combining of the two lots. Just want to make sure the applicant is aware.

**Cortez General Services (Rick Smith)**  
No comment

**Empire Electric**  
No comments about plat, verbal comments about transformers and loading for the home.

## ALTERNATIVES

1. The Council can approve the amended plat/boundary adjustment;
2. The Council can deny the amended plat and state their reasons;
3. The Council can ask for more information and table the application; or

4. The Council can approve the amended plat, and state any conditions they feel would be necessary to ensure compliance with the Land Use Code.

#### **RECOMMENDATION**

Staff recommends Alternative "4" above, approval of the amended plat/boundary adjustment, with 2 conditions.

If Council so chooses to follow the recommendation of Staff, the Commission can make the motion to approve the amended plat for Lots 42 and 43, Sedona Estates Subdivision Phase 3, as submitted by the owner, Habitat for Humanity of Montezuma County, through Council Resolution No. 15, Series 2022, with the following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.

PREPARED BY: Nancy Dosdall, Contract City Planner

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Drew Sanders, City Manager

**CORTEZ CITY COUNCIL  
RESOLUTION NO. 15, SERIES 2022**

**A Resolution Approving an Amended Plat of Lots 42 & 43, Sedona Estates Subdivision, Phase 3**

WHEREAS, Habitat for Humanity of Montezuma County the owner on record (hereinafter the "Owner") has applied for an amended plat of Lots 42 & 43, Sedona Estates Phase 3 Subdivision, Cortez, Colorado 81321 and more particularly described as:

*Lots 42 and 43, Sedona Estates Phase 3 according to the plat recorded Plat Book 16 Page 91 contained in the NW/4 of Section 35, T.36N.,16W., NMPM, Montezuma County, Colorado. Containing 15,685.6 sq. ft..36 acres more or less.*

WHEREAS, the Owner has applied to the City for review of an amended plat; and,

WHEREAS, the Owner presented the necessary submittal items for review by the Cortez City Council at a regular meeting held on May 10, 2022; and,

WHEREAS, Land Use Code Section 6.09, Replats and plat amendments, it is a requirement of the Land Use Code that this proposed amendment go through a review by Staff and Council prior to approval of the desired correction plat being recorded; and,

WHEREAS, the Council is authorized to approve an amended plat without notice or public hearing when the application meets one or more of the criteria of Section 6.09(a) of the Land Use Code; and,

WHEREAS, the Council reviewed the proposal and heard testimony concerning the application for an amended plat of lots 42 and 43, Sedona Estates Phase 3 Subdivision at their regular meeting held on May 10, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed correction plat as evidenced in the approved minutes of their meeting on May 10, 2022, and the adoption of Council Resolution No. 15, Series 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved

WHEREAS, it appears that all requirements of Chapters 5.00 and 6.00 of the City's Land Use Code for development of this site have been or can be met.

NOW, THEREFORE, BE IT RESOLVED BY THE CORTEZ CITY COUNCIL:

THAT, the application for the Amended Plat for lots 42 and 43, Sedona Heights Phase 3 Subdivision is hereby approved, subject to the following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied,

as outlined in adopted City Codes and other regulatory documents.

2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.

FURTHER THAT, the Owner is to coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 10th DAY OF MAY, 2022

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Rachel B. Medina, Mayor

ATTEST:

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Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No. 16, Series 2022

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**BACKGROUND**

Please see attached information.

**RECOMMENDATION**

Council will consider approving Resolution No. 16, Series 2022, approving an amended plat for three parcels of land located in the SW/4SW/4 Section 34, Township 36 North, Range 16 West, New Mexico Principal Meridian as submitted by Mesa Holdings LLC, with two conditions.

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**Attachments**

Resolution No. 16, Series 2022



*City of Cortez Planning  
and Building  
123 Roger Smith Avenue  
Cortez, CO 81321*

Item No: 7B  
Meeting Date: May 10, 2022  
Project No. F22-000036

**TITLE:** REVIEW OF AN APPLICATION FOR AN AMENDED PLAT FOR THREE PARCELS OF LAND LOCATED IN THE SW/4SW/4 SECTION 34, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN AS SUBMITTED BY MESA HOLDINGS LLC AND REVIEW OF RESOLUTION NO. 16, SERIES 2022

**ATTACHMENTS:** Council Resolution No. 16, Series 2022; Proposed Amended Plat

#### **BACKGROUND**

The applicant, Mesa Holdings, is submitting application for a Plat Amendment (boundary adjustment) that will modify three pieces of property and result in one 2.14 acre lot, and one 1.06 acre lot. Mesa Holdings LLC is the owner of these three pieces of property.

The White Eagle Inn is located on the proposed Tract 1, and a single family dwelling is located on the proposed Tract 2.

#### **ISSUES**

Section 6.09 of the City's Land Use Code allows a replat or plat amendment under the following circumstances:

- (a) Replats and plat amendments shall be subject to all of the requirements of this code regarding preliminary plats and final plats, provided, however, that the city council shall be authorized to approve a replat or plat amendment without notice or hearing where the replat or plat amendment is solely for one or more of the following purposes and does not remove any covenants or restrictions or increase the number of lots. Such approval and issuance shall not require notice, hearing, or approval of other lot owners. Allowable purposes for a replat or plat amendment include to:
  - (1) Correct an error in any course or distance shown on the prior plat.
  - (2) Add any course or distance that was omitted on the prior plat.
  - (3) Correct an error in the description of the real property shown on the prior plat.
  - (4) Indicate monuments set after death, disability, or retirement from practice of the engineer responsible for setting the monuments.
  - (5) Show the proper location or character of any monument that has been changed in location or character or that originally was shown at the wrong location or incorrectly as to its character on the prior plat.
  - (6) Correct any other type of clerical error or omission in the previously approved plat.
  - (7) Correct an error in courses and distances of lot lines between two (2) adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not have a material adverse effect on the property rights of the owners in the plat.
  - (8) Relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement.
  - (9) Relocate or vacate one (1) or more lot lines between one (1) or more adjacent lots and /or parcels or tracts where the owner or owners of all such property join in the application for the plat amendment.

#### **DISCUSSION**

The purpose of this request is to adjust the lot lines between the three lots and consolidate them into two lots. The proposal meets the requirements of (9) above.

The resultant lot will meet all requirements of the MH zoning district.

A request for review and comment was sent to the utility suppliers affected districts and agencies. The following comments were received:

## **AGENCY REVIEW**

### **GIS Coordinator (Doug Roth)**

- I do not see a plat note 4 as referenced in the shaded area of the Ingress/Egress area
- No other concerns

### **Cortez Building Department**

No comment

### **City of Cortez Public Works**

No comment

### **Cortez Sanitation District (Jan Nelson)**

No comment

### **Cortez General Services (Rick Smith)**

No comment

### **Empire Electric**

No comment

## **ALTERNATIVES**

1. The Council can approve the amended plat/boundary adjustment;
2. The Council can deny the amended plat and state their reasons;
3. The Council can ask for more information and table the application; or
4. The Council can approve the amended plat, and state any conditions they feel would be necessary to ensure compliance with the Land Use Code.

## **RECOMMENDATION**

Staff recommends Alternative "4" above, approval of the amended plat/boundary adjustment, with 2 conditions.

If Council so chooses to follow the recommendation of Staff, the Commission can make the motion to approve the amended plat as submitted by the owner Mesa Holdings LLC, through Council Resolutions No. 16, Series 2022, with the following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.

**PREPARED BY:** Nancy Dosdall, Contract City Planner

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Drew Sanders, City Manager



**CORTEZ CITY COUNCIL  
RESOLUTION NO. 16, SERIES 2022**

**A Resolution Approving an Amended Plat/Boundary Agreement of Property Located in  
SW/4SW/4 Section 34, Township 36 North, Range 16 West,  
New Mexico Principal Meridian as submitted by Mesa Holdings LLC**

WHEREAS, Mesa Holdings LLC, the owner on record (hereinafter the "Owner") has applied for an amended plat/boundary adjustment of property described below located in, Cortez, Colorado 81321 and more particularly described as:

*Lots 42 and 43, Sedona Estates Phase 3 according to the plat recorded Plat Book 16 Page 91 contained in the NW/4 of Section 35, T.36N.,16W., NMPM, Montezuma County, Colorado. Containing 15,685.6 sq. ft..36 acres more or less.*

WHEREAS, the Owner has applied to the City for review of a boundary adjustment/amended plat; and,

WHEREAS, the Owner presented the necessary submittal items for review by the Cortez City Council at a regular meeting held on May 10, 2022; and,

WHEREAS, Land Use Code Section 6.09, Replats and plat amendments, it is a requirement of the Land Use Code that this proposed amendment go through a review by Staff and Council prior to approval of the desired correction plat being recorded; and,

WHEREAS, the Council is authorized to approve an amended plat without notice or public hearing when the application meets one or more of the criteria of Section 6.09(a) of the Land Use Code; and,

WHEREAS, the Council reviewed the proposal and heard testimony concerning the application for an amended plat/boundary adjustment of the property referenced above at their regular meeting held on May 10, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed correction plat as evidenced in the approved minutes of their meeting on May 10, 2022, and the adoption of Council Resolution No. 16, Series 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved

WHEREAS, it appears that all requirements of Chapters 5.00 and 6.00 of the City's Land Use Code for development of this site have been or can be met.

NOW, THEREFORE, BE IT RESOLVED BY THE CORTEZ CITY COUNCIL:

THAT, the application for the Amended Plat/boundary adjustment for the property referenced above is hereby approved, subject to the following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.

FURTHER THAT, the Owner is to coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 10th DAY OF MAY, 2022

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Rachel B. Medina, Mayor

ATTEST:

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Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 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 Concrete Cost-Share Project.

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#### BACKGROUND

The City of Cortez provides an annual sidewalk cost-share program to help residents and business owners either install new sidewalk or replace deteriorated sidewalks on their property. The program encourages and promotes improvement of our public walkways by offering a 50% cost-share agreement with local residents. In addition, the City utilizes this project for maintenance on sidewalks, ADA accessible ramps, curbs, and gutters.

This year's project includes removal and replacement of approximately 300 square yards of damaged concrete sidewalk; 815 linear feet of curb & gutter; 50 square yards of new concrete sidewalks; 120 square yards of ADA curb ramps; and miscellaneous other concrete work throughout the City.

#### ISSUES

After reviewing the cost-share applications and the City's necessary work, Public Works staff compiled the bid documents and advertised the project with a bid opening date of May 2, 2022. Two bids were received.

B & B Concrete, Dolores	\$ 178,848.10
Daniel's Concrete & Excavation, Cortez	\$ 179,916.09

The Street Capital Fund has \$210,000 budgeted for concrete and storm drain work this year. The cost-share participants will reimburse the City approximately \$12,500.

#### RECOMMENDATION

Council will consider awarding the 2022 Concrete Cost-Share Project to B & B Concrete at their bid price of \$178,848.10.

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#### Attachments

Concrete Bid Tab  
Concrete Areas

**CITY OF CORTEZ, COLORADO**  
**BID TABULATION**  
**2022 Concrete Cost-Share Project (PW-22-04-S)**

				Daniel's Concrete			B&B Concrete	
Item No.	Description	Unit	Quantity	Unit Price	Extended Price		Unit Price	Extended Price
1.1	MOBILIZATION, EROSION CONTROL, TRAFFIC CONTROL, RECYCLING OF REMOVED CONCRETE	LS	1	\$ 11,995.00	\$ 11,995.00		\$ 30,752.00	\$ 30,752.00
1.2	4" SIDEWALK - REPLACEMENT	SY	272	\$ 123.99	\$ 33,725.28		\$ 106.46	\$ 28,957.12
1.3	4" SIDEWALK - NEW INSTALLATION	SY	49	\$ 88.19	\$ 4,321.31		\$ 106.46	\$ 5,216.54
1.4	6" DRIVEWAY/SIDEWALK (REINFORCED) - REPLACEMENT	SY	32	\$ 287.49	\$ 9,199.68		\$ 110.13	\$ 3,524.16
1.5	GUTTERPAN w/REINFORCEMENT REPLACEMENT 8"	SY	61	\$ 393.00	\$ 23,973.00		\$ 116.20	\$ 7,088.20
1.6	GUTTERPAN w/REINFORCEMENT NEW 8"	SY	34	\$ 354.00	\$ 12,036.00		\$ 116.94	\$ 3,975.96
1.7	24" CURB & GUTTER (VERTICAL/ROLL) - REPLACEMENT	LF	716	\$ 72.67	\$ 52,031.72		\$ 68.82	\$ 49,275.12
1.8	24" CURB & GUTTER (VERTICAL/ROLL) - NEW	LF	100	\$ 58.95	\$ 5,895.00		\$ 68.82	\$ 6,882.00
1.9	30" CDOT CURB REPLACEMENT (VERTICAL/DEPRESSED)	LF	10	\$ 83.89	\$ 838.90		\$ 92.50	\$ 925.00
2.1	ADA CURB RAMPS w/TRUNCATED DOMES - REPLACEMENT (CIP) PRE-CAST NEEHAN STYLE DOMES	SY	120	\$ 161.21	\$ 19,345.20		\$ 325.50	\$ 39,060.00
2.2	CLASS 6 AGGREGATE TO MEET CDOT SPECIFICATIONS	TON	95	\$ 69.00	\$ 6,555.00		\$ 33.60	\$ 3,192.00
<b>TOTAL BID PRICE</b>					<b>\$ 179,916.09</b>			<b>\$ 178,848.10</b>
SUBMITTED BID					<b>\$ 179,916.57</b>			<b>\$ 178,560.12</b>

### CITY OF CORTEZ 2022 CONCRETE COST-SHARE PROJECT

Owner	Project Address	Condition	Size	Total
City of Cortez		Replace ADA	4 ADA. R&R	54
	County Annex area intersection	New gutter pan	47' x 6' x 8"	34
County Annex	Market/North Remove and replace	Curb & Gutter	R&R curb & Gutter	20 LF
	4 ADA ramps. New gutter pan		Sidewalk R&R	
<b>PRIORITY</b>	Crossing North street. Repair	R&R side walk		9
	Curb and gutter and tie in Sidewalks			
City of Cortez	317 N. Chestnut St.	Replace 4"	30'x4'x4"	15
City of Cortez	Harrison / Montezuma	Replace ADAs	4 ADA R&R	47
<b>PRIORITY</b>	All 4 Corners ADA ramps at each corner	Replace Curb n Gutter, sidewalks	Curb n gutter	18 LF
			Sidewalk R&R	9
			Sidewalk new	3
	Harrison / Montezuma	2 Medians	(2) 30" medians	
City of Cortez	Shorten Medians—crossing the tree island	Curb n gutter	15' C&G	75 LF
<b>PRIORITY</b>				
City of Cortez	6 th Street and Cedar East side of Cedar	Replace Gutter pan	32'x6'x8"	22
City of Cortez	Service Center 110 West Progress Dr	Move ADA and replace sidewalk	R&R ADA	5
			R&R sidewalk	10
			R&R C&G	25 LF
City of Cortez	601 N. Kansas	Replace Curb n Gutter	R&R- C&G	50 LF
City of Cortez	1 <sup>st</sup> and Beech (Calkins Complex)	Replace curb n gutter and sidewalk Gutter pan	R&R- C&G	161 LF
			R&R Sidewalk	22
			39'x5'	
			R&R pan	10
City of Cortez	429 S. Park	Replace Curb n Gutter and sidewalk	R&R sidewalk	10
			R&R -C&G	30
City of Cortez	Montelores and Cottonwood, East side of Montelores	Replace Gutter pan, wings,& curb	R&R GP	29
			R&R- C&G	
				309 SY 349 LF

## CITY OF CORTEZ 2022 CONCRETE COST-SHARE PROJECT

Homeowner's Address	Condition	Size	Total (Sq. SY.)
717 E. 4th Street	Replace 4"	60'x3'	<b>20 Sy</b>
City @ 717 E. 4th Street	Replace roll curb	60 LF	60 LF
433 Kansas Street	New 4"	50'x4'	<b>23 SY</b>
City @ 433 Kansas Street	New curb n gutter	50 LF	50 LF
437 Kansas Street	New 4"	50'x4'	<b>23 SY</b>
City @ 437 Kansas Street	New Curb	50LF	50LF
409 N. Chestnut Street	Replace 4"	56'x4'	<b>25 SY</b>
City @ 409 N. Chestnut Street	Replace curb	56LF	56LF
23 N. Pinon Dr.	Replace 4"	70'x4'	<b>32 SY</b>
	Replace 6"	70'x4'	<b>32 SY</b>
City @ 23 N. Pinon Dr.	Replace curb	70 LF	70 LF
	ADA Ramp	14 SY	14 SY
521 E. Arbecam Street	Replace 4"	55'x4'	<b>25 SY</b>
City 521 E. Arbecam Street	Replace curb	71 LF	71 LF
817 E. 3rd Street	Replace 4"	16'x3'	<b>6 SY</b>
City 817 E. 3rd Street	Replace curb	16 LF	16 LF
702 N. Chestnut Street	Replace 4"	108'x4'	<b>48 SY</b>



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 10, 2022

Agenda Item: 7. d.

MEMO TO: Honorable Mayor and City Council

FROM: Lori Millich, Administrative Secretary/Police

SUBJECT: Resolution No. 12, Series 2022

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#### **BACKGROUND**

After the 9/11 attacks, it was determined that communications between first responders was an issue with everybody on different radio channels. The State of Colorado moved to solve some of these issues for Colorado responders by building a statewide digital trunked radio system (DTRS). Law Enforcement in Montezuma County began to move to the 2006, but there were holes in the coverage. One of the areas with issues was the west side of Montezuma County, including the Town of Mancos, and the east side of La Plata County. In 2015, the City of Cortez Communications Supervisor wrote and presented a grant for funds through the Department of Local Affairs (DoLA). The grant was awarded and equipment purchased for the DTRS site currently on the Caviness Mountain. An agreement with the Southwest Television District allows the City use of their tower and building at the site.

The DoLA grant required the City of Cortez to maintain ownership of the equipment for five years. That requirement has been met. At this point, it would be in the best interest of the City to transfer ownership of the electronic equipment, purchased through the grant, to the State of Colorado Governor's Office of Information Technology (OIT). The tower site provides public safety communications coverage to several first responders in Montezuma and La Plata County as well as State resources. OIT has agreed to take ownership and will provide updates and maintenance for the site's electronic equipment which could amount to several thousands of dollars in the future.

The City of Cortez will maintain our agreement with the Southwest Television District to continue to pay for electricity used by the DTRS equipment as well as the Forest Service lease requirements associated with the Caviness site. OIT will cover all costs to update and maintain the DTRS electronic equipment at the site.

#### **RECOMMENDATION**

Council approve Resolution No. 12, Series 2022 authorizing transfer of equipment at the Caviness Mountain Tower to the State of Colorado.

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#### **Attachments**

Caviness Lease Agreement  
Resolution No. 12  
Exhibit 1

## INTERGOVERNMENTAL AGREEMENT FOR CAVINESS SITE LEASE

This Intergovernmental Agreement for Caviness Site Lease ("**Agreement**") is made by and between the Montezuma Dolores County Metropolitan Recreation District d/b/a Southwest Colorado Television Translator Association, a political subdivision of the State of Colorado ("**District**"), and the City of Cortez, a home rule municipality of the State of Colorado ("**City**"). The District and City may be referred to collectively as the "**Parties**," or individually as a "**Party**".

### RECITALS

**WHEREAS**, the District is a special district of the State of Colorado, organized pursuant to C.R.S. § 32-1-101, *et seq.* ("**Special District Act**"), to provide television translator, relay, and related services to the citizens and property within its jurisdiction (collectively, "**District Services**");

**WHEREAS**, in order to provide the District Services, the District maintains various sites at strategic locations within the District for the construction, maintenance, and operation of communications towers and associated equipment, including the District site located on Caviness Mountain ("**Caviness Site**"). The Caviness Site is more particularly shown on the map attached as Exhibit A;

**WHEREAS**, the City obtained a grant intended to expand the State's 800 MHz digital trunk radio system ("**State's Radio System**") by acquiring, installing, and operating certain Communications Equipment (defined below) designed to improve emergency communications in the area, including to constituents of the City and District. For purposes of this Agreement, the terms "**operate**", "**operating**", or "**operation**" include all maintenance, repair, replacement, and upgrades of the Communications Equipment; and

**WHEREAS**, the District has agreed to lease space at the Caviness Site to the City for the installation and operation of the Communications Equipment, on the terms provided in this Agreement. When used in this Agreement, the term "**Lessee**" shall mean the City.

**NOW, THEREFORE**, for the mutual covenants and promises set forth herein, the Parties agree as follows:

#### A. DISTRICT'S OBLIGATIONS

1. **Communications Equipment.** For purposes of this Agreement, the term "**Communication Equipment**" shall include:

a. A transmit antenna, receive antenna, and small microwave dish (collectively, the "**Tower Equipment**"); and

b. A transmitter and receiver to power the transmit antenna and receive antenna; a microwave receiver and transmitter for the small microwave dish; and all other



hardware, electronics, and other equipment and materials necessary or appropriate to enable the receipt and/or transmission of a signal on the State's Radio System (collectively, the "***Shelter Equipment***").

2. **Leased Space.** In consideration of Lessee's performance of the covenants, agreements, and conditions set forth in this Agreement, the District hereby leases to Lessee the following space located at the Caviness Site for the purpose of installing and operating the Communications Equipment (collectively, "***Leased Space***"):

a. Space on the District's communications tower for the purposes of installing and operating the Tower Equipment. The specific Tower Equipment to be installed, and the location of installation on the tower, must be approved by the District prior to installation; and

b. A 14 foot by 14 foot area within the District's equipment shelter, as depicted on the diagram attached as Exhibit B, for the purpose of installing and operating the Shelter Equipment. The Lessee expressly understands and agrees that the shelter currently is under construction by the District, and that the District will require a reasonable period of time following completion of its construction to ready and install its own equipment within the shelter. Upon completion of construction, the District will notify the Lessee of the earliest date by which the Lessee may begin installing the Shelter Equipment in the shelter, which date shall be not more than 30 days following completion of construction.

The installation of any other equipment, modifications to the Leased Space or any part thereof, or construction of any type at the Leased Space will require the express written consent and approval of the District. The District acknowledges that Lessee is required to comply with the Federal Communications Commission ("***FCC***") regulations regarding installation, operation, modification, or changes in equipment or frequencies as required by law, including but not limited to reconfiguration mandates by the FCC under the FCC 800 MHz Frequency Reconfiguration Order. The District shall cooperate with the Lessee to comply with such mandates, in a manner that protects the interests of all Parties.

3. **Ownership and Maintenance of the Leased Space.** The District is sole owner of the land and structures at the Leased Space, including the communications tower and equipment shelter. The District shall be solely responsible, at its own cost, for providing ongoing maintenance of the Leased Space, and for repairing any damage to the Leased Space. The District shall, in its sole discretion, determine whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest. Notwithstanding the foregoing, Lessee shall be responsible for all costs of damage to the Leased Space to the extent caused by the intentional or negligent acts or omissions of Lessee or its directors, councilors, officers, employees, volunteers, or agents (collectively, "***Agents***"). The District will invoice Lessee for any such costs.

4. **Access.** The District shall allow Lessee and its employees to access the Leased Space through established public access roads as necessary to install and operate the Communications Equipment, subject to reasonable limitations as may be imposed by the District to ensure the security of the Leased Space and associated District land and facilities. No

contractors or subcontractors of Lessee shall be allowed to access the Leased Space without prior written consent from the District. Access of the Leased Space for routine, non-emergency purposes shall be during regular business hours. Access may be made at any time in an emergency situation. The term "***emergency situation***" means a situation in which there is imminent danger of the Communications Equipment being damaged or not transmitting or receiving a signal. Lessee will provide notice of its access of the Leased Space in an emergency situation as soon as reasonably practicable after the emergency ceases.

5. **Non-Exclusive Use.** The Parties agree that Lessee's use of the Leased Space is non-exclusive, and the District has the right to enter into agreements with third parties for use of the Leased Space or any part thereof; provided, that the District shall not enter into any such agreement if it would require the modification, removal, or relocation of the Communications Equipment without Lessee's prior written consent, or if operations or activities under any such agreement would interfere in any manner with the Communications Equipment.

6. **Interference with Communications Equipment.** THE DISTRICT DOES NOT GUARANTEE THAT THE DISTRICT'S USE AND OPERATION OF ITS EQUIPMENT AND FACILITIES AT THE LEASED SPACE, AS THEY NOW EXIST OR HEREAFTER ARE PLACED INTO SERVICE, WILL NOT CAUSE INTERFERENCE WITH THE COMMUNICATIONS EQUIPMENT. THE DISTRICT SHALL MAKE GOOD FAITH EFFORTS TO PREVENT AND AMELIORATE ANY INTERFERENCE WITH THE COMMUNICATIONS EQUIPMENT; HOWEVER, LESSEE EXPRESSLY AGREES THAT THE DISTRICT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INTERFERENCE WITH THE COMMUNICATIONS EQUIPMENT THAT MAY OCCUR.

In the event of interference with the Communications Equipment, the District shall reasonably cooperate with Lessee to diagnose and mitigate such interference, which may include temporarily reducing or shutting down the District's transmit power, except that in no case shall the District be required to take any action that will or may impair the performance the District's operations such that, in the District's sole discretion, the public interest may be compromised, or that may adversely affect other District obligations or the rights of other third parties. If the interference cannot be mitigated to Lessee's satisfaction, or if the District for any reason declines or fails to cooperate in the diagnosis and mitigation of such interference, then Lessee may terminate this Agreement as provided in paragraph D(3) below.

## **B. LESSEE'S OBLIGATIONS**

1. **Communications Equipment Installation.** The Lessee shall acquire and install the Communications Equipment at the Leased Space, and shall take all steps necessary and appropriate to make the Communications Equipment operational. All costs associated with acquiring, installing, and operating the Communications Equipment shall be paid by the Lessee.

The Lessee acknowledges that the District provides the Leased Space in "as is, where is" condition, without any representations, warranties, or guarantees of any kind whatsoever, express or implied, concerning the Leased Space, including but not limited to, any implied warranty of fitness for any condition, operation, or purpose, or the safety of the Leased Space or any part thereof. The Lessee agrees that it has been given a reasonable opportunity to

inspect the Leased Space and investigate its suitability for the installation and operation of the Communications Equipment, either independently or through agents, contractors, engineers, or consultants of the Lessee's choosing.

2. **Ownership and Maintenance of the Communications Equipment.** Lessee is the sole owner of the Communications Equipment. Lessee shall be solely responsible, at its own cost, for providing ongoing maintenance of the Communications Equipment, and for repairing any damage to the Communications Equipment. Lessee shall, in its sole discretion, determine whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest. Notwithstanding the foregoing, the District shall be responsible for all costs of damage to the Communications Equipment to the extent caused by the intentional or negligent acts or omissions of the District or its Agents. Lessee will invoice the District for any such costs.

3. **Reimbursement of Electricity Use Costs.** The District shall permit the Communications Equipment to connect to the District's electrical and backup power generator systems, if any; provided, that Lessee's electricity use shall be separately metered and paid for by Lessee. The District will pay the cost of installing an electrical meter to measure Lessee's electricity use, and will invoice Lessee monthly for such use.

4. **No Interference.** The Lessee shall make good faith efforts to prevent and ameliorate any interference with the District's equipment, facilities, or operations at the Leased Space, including but not limited to interference with the District's ability to locate and house its own equipment, or to send or receive signals in furtherance of providing the District Services. In the event of interference with the District's ability to send or receive signals, Lessee shall reasonably cooperate with the District to diagnose and mitigate such interference, which may include temporarily reducing or shutting down Lessee's transmit power, except that in no case shall Lessee be required to take any action that will or may impair the performance Lessee's operations such that, in Lessee's sole discretion, the public safety may be compromised. In the event of other interference with the District's equipment, facilities, or operations, Lessee shall reasonably cooperate with the District to immediately cease or modify the interfering activities or occurrences so that the interference is alleviated. If any interference pursuant to this paragraph cannot be mitigated to the District's satisfaction, or if Lessee for any reason declines or fails to cooperate in the diagnosis, mitigation, or alleviation of such interference, then the District may terminate this Agreement as provided in paragraph D(3) below.

5. **Notice of Dangerous Activity, Assumption of Risk, and Release of Liability.** LESSEE ACKNOWLEDGES AND AGREES THAT THE LEASED PREMISES IS PART OF A WORKING TELEVISION TRANSLATOR AND RELAY OPERATION, AND, AS SUCH, USE OF THE LEASED PREMISES FOR INSTALLATION AND OPERATION OF THE COMMUNICATIONS EQUIPMENT INVOLVES INHERENT RISKS, HAZARDS, AND DANGEROUS ACTIVITIES THAT MAY RESULT IN DAMAGE TO OR DESTRUCTION OF THE COMMUNICATIONS EQUIPMENT, OR OTHER PROPERTY, OR IN SEVERE PERMANENT INJURY OR DEATH TO LESSEE'S AGENTS. SUCH INHERENT RISKS, HAZARDS, AND DANGEROUS ACTIVITIES MAY BE EITHER KNOWN OR UNANTICIPATED, AND MAY INCLUDE BUT ARE NOT LIMITED TO DAMAGE, DESTRUCTION, OR INJURY CAUSED BY:

- WATER, LIGHTENING, FIRE, FLOOD, OTHER SEVERE WEATHER CONDITIONS OR ACTS OF GOD, ELECTRICAL OUTAGE, FAILURE OF HEATING OR COOLING SYSTEMS, COMPUTER OR EQUIPMENT FAILURE, VANDALISM, AND ACTS OR OMISSIONS OF CONTRACTORS, SUBCONTRACTORS, VENDORS, AND THIRD PARTIES;
- STRUCTURAL OR MAINTENANCE DEFECTS OF ANY KIND TO THE LEASED SPACE;
- ACCIDENTS INVOLVING VEHICLES, EQUIPMENT, AND TOOLS, INCLUDING DISTRICT OWNED OR LEASED VEHICLES, SNOW MOBILES, ATVs/UTVs, AND OTHER VEHICLES;
- CONTACT WITH CHEMICAL AND ELECTRICAL HAZARDS;
- SLIPPING AND FALLING DUE TO TERRAIN, WEATHER, OR OTHER CONDITIONS;
- CONTACT WITH MOVING, FALLING, OR FLYING OBJECTS;
- SEVERE OR CHANGING WEATHER CONDITIONS;
- ENCOUNTERS WITH WILDLIFE.

Lessee expressly assumes any and all risks associated with use of the Leased Space, and hereby releases, waives, and discharges the District and its current and former Agents from and against any liability, causes of action under any theory of law or equity, claims and demands, damages, costs, expenses, and compensation arising from or relating to damage or destruction of the Communications Equipment or other property, or from injury or death to Lessee's Agents, arising from or relating to this Agreement.

### C. JOINT OBLIGATIONS

1. **Payment of Invoices.** Whenever a Party receives an invoice pursuant to paragraph A(3), B(2), or B(3) above, the Party shall pay such invoice in full within 30 days of receipt. Any undisputed amount not paid by the Party by the date owed will accrue interest at the rate of 8% per annum from the date owed through the date paid in full.

2. **Insurance.**

a. **Lessee Insurance.** Lessee shall obtain and continue, at a minimum, such comprehensive casualty and liability insurance covering its activities at the Leased Space in coverage amounts not less than the monetary limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time. Lessee shall name the District as an additional insured on its comprehensive casualty and liability insurance.

b. **District Insurance.** The District shall purchase and maintain, at a minimum, such property insurance for the Leased Space in coverage amounts not less than the monetary limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time.

3. **Indemnification.** To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party(ies) and its/their past and present Agents from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising from the installation and operation of the Communications Equipment at the Leased Space, but only to the extent caused by the intentional or negligent acts or

omissions of the indemnifying Party, or its Agents. The Party(ies) indemnified shall have the right to select legal counsel to represent it/them in connection with any Claims coming within this paragraph, notwithstanding the indemnifying Party's obligation to pay the reasonable attorneys' fees, costs, and expenses incurred by such legal counsel.

#### **D. EFFECTIVE DATE, TERM, AND TERMINATION**

1. **Effective Date.** This Agreement shall be effective as of the date the last Party signs this Agreement ("*Effective Date*").

2. **Term.** Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2026 ("*Initial Term*"); thereafter, this Agreement shall automatically renew for successive two year periods ("*Renewal Term(s)*").

3. **Termination on Default.** If a Party defaults in the performance of any obligation under this Agreement, the non-defaulting Party shall provide written notice of the cause of such default to the defaulting Party. The defaulting Party shall have 14 calendar days following the date such notice is deemed effective pursuant to paragraph E(1) below to cure, or make substantial effort to cure, the default. If the default continues uncured, and without substantial effort to cure such default, for more than 14 calendar days, the non-defaulting Party may, at its option, immediately terminate this Agreement.

4. **Termination by Agreement or Written Notice.** This Agreement may be terminated at any time upon the mutual written agreement the Parties, as applicable. Additionally, either Party may terminate this Agreement without cause by giving written notice of termination to the other Party on or before June 30 of any calendar year, which termination shall be effective at 11:59 p.m. on December 31 of that calendar year.

5. **Survival.** Paragraphs B(5) and C(3) shall survive termination of this Agreement for any reason.

#### **E. GENERAL PROVISIONS.**

1. **Notice.** Any notice permitted or required by this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, to:

**District:**

Montezuma Dolores County  
Metropolitan Recreation District  
Attn: District Manager  
P. O. Box 1570  
Cortez, CO 81321

**Lessee:**

City of Cortez  
Attn: Roy C. Lane  
608 N. Park  
Cortez, CO 81321

The notice shall be deemed given when deposited in the United States mail and shall be effective 72 hours after having been given.

2. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be deemed or construed as creating, a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

3. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their Agents under federal or state constitutional, statutory, or common law, including without limitation the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

4. **Non-appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. In the event a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (i) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a delegation of governmental powers by a Party.

5. **Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Montezuma County District Court. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof, are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not effect an amendment or modification to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall not be assigned by either Party without the other Party's prior written consent. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

MONTEZUMA DOLORES COUNTY METROPOLITAN  
RECREATION DISTRICT D/B/A SOUTHWEST COLORADO  
TELEVISION TRANSLATOR ASSOCIATION,  
a political subdivision of the State of Colorado

By: Don Tullis  
Don Tullis, Board President

6/7/16  
Date

Attest: Stan Eubanks  
Stan Eubanks, Secretary/Treasurer

CITY OF CORTEZ, a home rule municipality of the  
State of Colorado

By: Karen Sheek

5.10.14  
Date

Printed Name and Title: Karen Sheek, Mayor

**CORTEZ CITY COUNCIL  
RESOLUTION NO. 12  
SERIES 2022**

**A RESOLUTION AUTHORIZING TRANSFER OF EQUIPMENT AT THE CAVINESS  
MOUNTAIN TOWER TO THE STATE OF COLORADO**

WHEREAS, the City of Cortez received a grant from DOLA to purchase and install communications equipment at/on the Caviness Mountain Tower and building owned by the Montezuma Dolores Recreation District (TV District); and,

WHEREAS, the continued use of this equipment is necessary for viable radio communications in eastern Montezuma County; and,

WHEREAS, the term of the grant has ended; and,

WHEREAS, if the equipment is turned over to the State of Colorado, the State will assume ownership and the responsibility for repair, replacement, maintenance etc. of this equipment.

NOW THEREFORE, it is resolved by the City Council of the City of Cortez, Colorado, that transfer ownership to the State of Colorado of the equipment described in Exhibit 1 attached hereto and incorporated herein is approved and authorized; and,

The Mayor is authorized to sign the documents required necessary to effect said transfer.

MOVED, SECONDED AND ADOPTED THIS 10TH day of MAY, 2022.

CITY OF CORTEZ

\_\_\_\_\_  
RACHEL MEDINA, MAYOR

ATTEST:

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





CITY OF CORTEZ  
210 East Main  
Cortez Colorado 81321  
(970) 565-3402

PURCHASE ORDER

DATE  
7/21/2016

PURCHASE ORDER NUMBER  
160740  
SHOW THIS NUMBER ON ALL  
PACKAGES, CASES, INVOICES,  
DELIVERY SLIPS, PACKING SLIPS  
AND CORRESPONDENCE.  
REQUISITION NUMBER  
1600000728

VENDOR  
AVIAT NETWORKS  
AVIAT U.S., INC.  
5200 GREAT AMERICA PARKWA  
SANTA CLARA CA 95054

FOR INFORMATION CONTACT

BRAD HARRISON

DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
1	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE IRU600 V3 RFSEC ASSY MHSB RX UNEQUAL SPLIT 2RU11GH VENDOR ITEM NO. - EV106-MB-MB-300		11692.5000	23385.00	40242224228403
2	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE WG EXT KIT IRU600 V3 11GHZ SH1-PO1 1+0/MHSB 1ANT VENDOR ITEM NO. - 179-530135-AA121		169.0000	338.00	40242224228403
3	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ECLIPSE INTEL NODE UNIT 2RU INC IDCE FAN NCCVA HO VENDOR ITEM NO. - EXX-000-204		960.0000	1920.00	40242224228403
4	3.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE NODE PROTECTION CARD HIGH OUTPUT VENDOR ITEM NO. - EXS-002		213.0000	639.00	40242224228403
5	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE KIT BRACKET 2RU VENDOR ITEM NO. - 179-530064-001		3.5000	7.00	40242224228403

COLORADO TAX EXEMPT NO 98-04574

NOTICE: THIS ORDER IS SUBJECT TO THE  
TERMS AND CONDITIONS ON THE  
REVERSE SIDE HEREOF AND ANY  
ATTACHMENTS HERETO.

VENDOR

AUTHORIZED SIGNATURE

*Rick Smith*

Resolution No. 12 Exh 1



CITY OF CORTEZ

210 East Main  
Cortez, Colorado 81321  
(970) 565-3402

# PURCHASE ORDER

\*\* CONTINUED \*\*

VENDOR  
AVIAT NETWORKS

DATE

7/21/2016

PURCHASE ORDER NUMBER

160740

SHOW THIS NUMBER ON ALL  
PACKAGES, CASES, INVOICES,  
DELIVERY SLIPS, PACKING SLIPS  
AND CORRESPONDENCE.

REQUISITION NUMBER

1600000728

FOR INFORMATION CONTACT

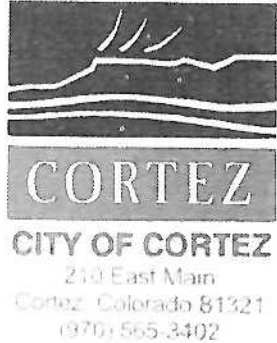
DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
6	5.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE RAC 60E QPSK-256 QAM HIGH GAIN NO XPIC ACM&SYNC-E VENDOR ITEM NO. - EXR-660-002		448.6000	2243.00	40242224228403
7	5.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ECLIPSE DAC 16XE1/DS1 V2 PROTECTABLE VENDOR ITEM NO. - EXD-161-001		237.0000	1185.00	40242224228403
8	4.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE 2X HDR-E50 TO Y JOIN TO 24AWG FREE END 3.5M VENDOR ITEM NO. - 037-579408-003		147.5000	590.00	40242224228403
9	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE NODE SW LICENSE 50MBPS TOTAL RADIO PAYLOAD CAP VENDOR ITEM NO. - EZE-08001		90.0000	180.00	40242224228403
10	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE SECURE MANAGEMENT INU INC SNMPV3 VENDOR ITEM NO. - EZF-03		900.0000	1800.00	40242224228403

FLORADO TAX EMEMPT NO 98-04574

NOTICE: THIS ORDER IS SUBJECT TO THE  
TERMS AND CONDITIONS ON THE  
REVERSE SIDE HEREOF AND ANY  
ATTACHMENTS HERETO. VENDOR

AUTHORIZED SIGNATURE

*Rick Smet*



# PURCHASE ORDER

\*\* CONTINUED \*\*

VENDOR  
AVIAT NETWORKS

DATE  
7/21/2016

PURCHASE ORDER NUMBER  
160740  
SHOW THIS NUMBER ON ALL  
PACKAGES, CASES, INVOICES,  
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REQUISITION NUMBER  
1600000728

FOR INFORMATION CONTACT

DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
L1	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE PAYLOAD ENCRYPTION VENDOR ITEM NO. - EZF-04		750.0000	1500.00	40242224228403
L2	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE RADIUS CLIENT, CENTRALIZED USER ACCT MGMT VENDOR ITEM NO. - EZF-06		337.5000	675.00	40242224228403
L3	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE RFU MP IRU600V3 11GHZ 10700-11700 MHZ VENDOR ITEM NO. - ERM-113-301		5062.0000	5062.00	40242224228403
L4	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ECLIPSE NODE CONTROLLER CARD SERIA MGMT V2 HO VENDOR ITEM NO. - EXN-003		462.0000	462.00	40242224228403
L5	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE INUE 2RU FAN CARD VENDOR ITEM NO. - EXF-101		67.0000	67.00	40242224228403

COLORADO TAX EXEMPT NO 98 04574

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AUTHORIZED SIGNATURE

*Rick Smith*



CITY OF CORTEZ  
210 East Main  
Cortez, Colorado 81321  
(970) 565-3402

# PURCHASE ORDER

\*\* CONTINUED \*\*

VENDOR  
AVIAT NETWORKS

DATE

7/21/2016

PURCHASE ORDER NUMBER

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DEPARTMENT				P.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
16	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE RACK ASSY CRATED, 1 BREAKER PANEL W/10 BLANK COVERS VENDOR ITEM NO. - 179-530307-0113		1002.5000	2005.00	40242224228403
17	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE HAR-RCK GROUT BAR KT, 72" COATED VENDOR ITEM NO. - TRGBVKIT145872W		386.5000	773.00	40242224228403
18	6.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE CHANNEL, MTG VENDOR ITEM NO. - 020-018475-005		17.6660	106.00	40242224228403
19	4.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE CIRCUIT BREAKER 15 AMP SNAPAK VENDOR ITEM NO. - PWR-000052-TRM		19.0000	76.00	40242224228403
20	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE BBC 16P 1U RJ45 PATCH PANEL VENDOR ITEM NO. - LOC-JPM110A-R5		140.5000	281.00	40242224228403

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# PURCHASE ORDER

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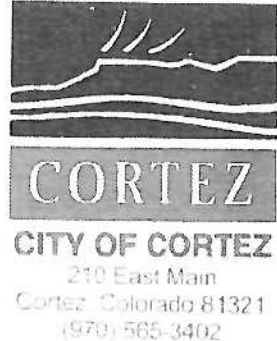
DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
ITEM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
21	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE M66 PUNCH DOWN BLOCK KIT VENDOR ITEM NO. - 179-530132-001		38.5000	77.00	40242224228403
22	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE S550-6/32M/DC S550 W/6 EXPSLT:32MB, -48VDC VENDOR ITEM NO. - ASE-S556/3D		2753.0000	5506.00	40242224228403
23	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE ALARM MONITORING POINT, 32 CONTACTS, 8 RELAY, 8VOLT VENDOR ITEM NO. - ASE-32C8V8R		1475.0000	2950.00	40242224228403
24	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE 8V 8 NON-ISOLATED ANALOG VOLTAGE SENSOR CARD VENDOR ITEM NO. - ASE-V		286.5000	573.00	40242224228403
25	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE CABLE, SCSI TO DUAL AMPHENOL, FOR 64C OR 32C8V8R 25' VENDOR ITEM NO. - ASE-2060-405		234.5000	469.00	40242224228403

FLORADO TAX EMEMPT NO 98-04574

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*Rick Smelt*



# PURCHASE ORDER

\*\* CONTINUED \*\*

VENDOR  
AVIAT NETWORKS

DATE

7/21/2016

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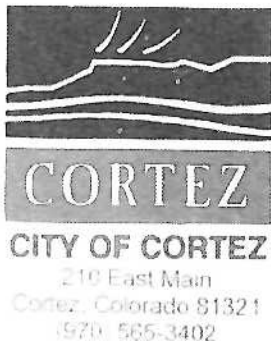
DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
26	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE 66 BLOCK,DUAL MALE AMPHENOL,FOR 32C8V8R VENDOR ITEM NO. - ASE-0661-201		572.5000	1145.00	40242224228403
27	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE IP PHONE VENDOR ITEM NO. - LAN PHONE SIP		251.5000	503.00	40242224228403
28	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE POWER SUPPLY FOR LAN PHONE SIP VENDOR ITEM NO. - ADAPTOR		48.5000	97.00	40242224228403
29	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ANT,10.7-11.7GHZ,1.2M/4FT,UHP,SNGL POL,CPR90G VENDOR ITEM NO. - RFS-SU4-107BC2		2446.0000	4892.00	40242224228403
30	150.00	FT	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ELLIPTICAL WAVEGUIDE STD,10.2-11.7GHZ VENDOR ITEM NO. - AND-EW90-F		6.1600	924.00	40242224228403

COLORADO TAX EMEMPT NO 98-04574

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# PURCHASE ORDER

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VENDOR

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FOR INFORMATION CONTACT

DEPARTMENT

F.O.B.

DELIVER TO

DELIVERY BY

TERMS

STATE OF COLO OIT RADIO

ORIGIN

20581 HWY 160 W  
DURANGO

CO 81301

8/12/2016

NET/30

ITEM	QUANTITY	UNITS	CI	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NUMBER
31	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE EW90INSTALL KIT VENDOR ITEM NO. - KIT	976.0000	1952.00	40242224228403
32	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE HARDWARE KIT VENDOR ITEM NO. - AND-HARDWARE-KIT	548.0000	1096.00	40242224228403
33	5.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE WG CUSHION EW-90 1 HOLE VENDOR ITEM NO. - LOC-SREW90-K	47.6000	238.00	40242224228403
34	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE VAL EWP90 X3 HOLES 4" BOOT KIT VENDOR ITEM NO. - LOC-BAEW903	26.5000	53.00	40242224228403
35	6.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE GROUNDING KIT VENDOR ITEM NO. - AND-241088-2	21.1660	127.00	40242224228403

GEORADO TAX EMEMPT NO 98-04574

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*Rick Smith*



CITY OF CORTEZ  
210 East Main  
Cortez, Colorado 81321  
(970) 565-3402

# PURCHASE ORDER

\*\* CONTINUED \*\*

VENDOR  
AVIAT NETWORKS

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DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
36	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE DEHYDRATOR,LOW-PRESSURE MEM.19IN RACK MNTBL VENDOR ITEM NO. - AND-MT050B-81315		3079.5000	6159.00	40242224228403
37	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE DISTRIBUTION MANIFOLD 4 PORT,WALL MNTBL VENDOR ITEM NO. - AND-6600D-4		300.0000	600.00	40242224228403
38	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE WALL SHELF,DEHYDRATOR,FOR MT050 VENDOR ITEM NO. - AND-AE01D-D1658-100		171.5000	343.00	40242224228403
39	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE FP216 PWRCR-48/300 2 BA32 19,333AMP MAX,LVBD&LVLD VENDOR ITEM NO. - LS(305828)		4267.0000	8534.00	40242224228403
10	4.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE FLATPACK2 HE RECTIFIER 2000W VENDOR ITEM NO. - LS(241115.105)		527.0000	2108.00	40242224228403

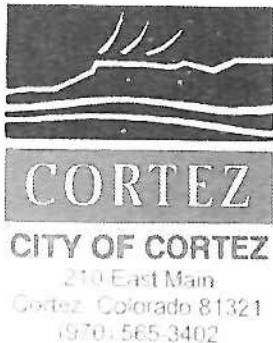
COLORADO TAX EXEMPT NO 98-04574

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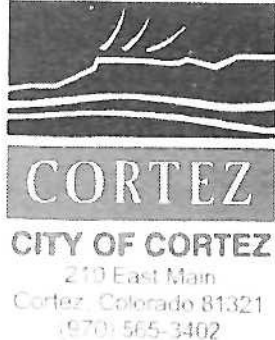
DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
11	12.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE BLANK PANEL VENDOR ITEM NO. - LS(236408)		20.0000	240.00	40242224228403
12	4.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE BREAKERS VENDOR ITEM NO. - LS(5026XX)		29.0000	116.00	40242224228403
13	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE RACK VENDOR ITEM NO. - LS(503473)		467.0000	934.00	40242224228403
14	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE BATTERY TRAY AND CABLE VENDOR ITEM NO. - LS(259243)		423.0000	846.00	40242224228403
15	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO, PORTABLE BATTERY 12V 125F, 48VCD, 125AH VENDOR ITEM NO. - LS(502877)		2029.0000	4058.00	40242224228403

COLORADO TAX EXEMPT NO: 98-04574

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# PURCHASE ORDER

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DATE

7/21/2016

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DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
16	2.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE RADIO INTEGRATION VENDOR ITEM NO. - SVCS-IN-SIPQ-RI		750.0000	1500.00	40242224228403
17	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE NETWORK/SYSTEM ENGINEERING-DAY TO DAY VENDOR ITEM NO. - SVCS-PN-EN-SE		1500.0000	1500.00	40242224228403
18	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE FREQUENCY COORDINATION & LICENSING- INCLUDED VENDOR ITEM NO. - SVCS-PN-EN-XE-LA		.0001	.00	40242224228403
19	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE PROGRAM MANAGEMENT - DAY TO DAY VENDOR ITEM NO. - SVCS-IN-PM-PM		1197.0000	1197.00	40242224228403
50	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE CONFIGURATION ENGINEERING VENDOR ITEM NO. - SVCS-IN-SS-CEDFT		1208.0000	1208.00	40242224228403

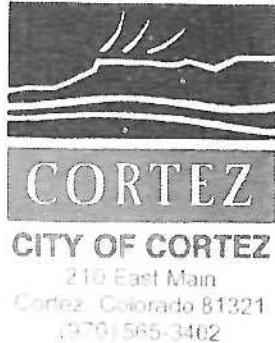
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DEPARTMENT				F.O.B.	DELIVER TO		DELIVERY BY	TERMS
STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NUMBER	
51	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE DRAFTING VENDOR ITEM NO. - SVCS-IN-SS-CEDFT	766.0000	766.00	40242224228403	
52	1.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE NETWORK INTEGRATOR/FIELD ENGINEER - NO CHARGE	.0001	.00	40242224228403	
53	4.00	EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE WARRANTY PLUS IW-NA&C,36 MONTHS,IRU-600 -NO CHARGE VENDOR ITEM NO. - SNA-BWXXA1003638	.0001	.00	40242224228403	
54	2.00	EA	970 002	FREIGHT / SHIPPING COMMON CARRIER / TRUCK FREIGHT	1175.0000	2350.00	40242224228403	
55	2.00	-EA	725 074	RADIO AND TELECOMMUNICATN TWO WAY RADIO,PORTABLE ADDITIONAL SINGLE DISCOUNT FOR EQUIPMENT VENDOR ITEM NO. - EQ DISCOUNT	9798.0000	19596.00-	40242224228403	
REMARKS:					TOTAL	76759.00	**	
Per submitted quote through State of Colorado								

COLORADO TAX EMEMPT NO 98-04574

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*Rick Smith*



CITY OF CORTEZ  
210 East Main  
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# PURCHASE ORDER

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VENDOR  
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STATE OF COLO OIT RADIO				ORIGIN	20581 HWY 160 W DURANGO CO 81301		8/12/2016	NET/30
EM	QUANTITY	UNITS	CI	DESCRIPTION		UNIT PRICE	EXTENSION	ACCOUNT NUMBER
				REMARKS:				
				Please note ship to: State of Colo OIT Radio				
				Attn: Tom Phelps				
				20581 Hwy 160 W.				
				Durango, CO 81301				
				8/12				

COLORADO TAX EMEMPT NO 98-04574

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CHECK NO.

097718

(000)000-0000

DATE	INVOICE	AMOUNT
06/21/16	41223289PORTABLE TWO-WAY RADIOS	195,271.32
MOTOROLA, INC.		156
		<b>TOTAL ▶</b>
		195,271.32

CITY OF CORTEZ  
210 EAST MAIN STREET  
CORTEZ, CO 81321  
970-565-3402



**VECTRA BANK**  
NATIONAL ASSOCIATION  
CORTEZ MONTEZUMA BRANCH  
350 W. MONTEZUMA AVE.  
CORTEZ CO 81321  
REDI-RESPONSE 1-800-232-4848 (24-HOUR ACCOUNT INFORMATION)

23-315/1020  
487

097718

VENDOR NUMBER

DATE

CHECK NUMBER

NET AMOUNT

156

06/29/16

97718

\*\*\*\*\*195,271.32

PAY  
TO THE  
ORDER  
OF

ONE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED SEVENTY ONE AND 32/100  
DOLLARS

MOTOROLA, INC.  
13108 COLLECTIONS CENTER DRIVE  
CHICAGO IL 60693

NON-NEGOTIABLE  
SAR

⑈097718⑈ ⑆102003154⑆4870901075⑈



# MOTOROLA

**MOTOROLA SOLUTIONS, INC.**  
1301 E. Algonquin Road  
Schaumburg, IL 60196



Visit our website at: [www.motorola.com](http://www.motorola.com)

476

BILL TO CORTEZ, CITY OF

210 E MAIN  
CORTEZ, CO 81321

00001-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE  
Sales Order Number: 0953710060091

## Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1		1	GGM 8000 GATEWAY	3,570.00	3,570.00
2		1	ADD: AC POWER	0.00	0.00
3		1	GTR 8000 EXPANDABLE SITE SUBSYSTEM	4,800.00	4,800.00
4		1	ADD: 700/800 MHZ	5,040.00	5,040.00
5		1	ADD: QTY (6) GTR 8000 BASE RADIOS	57,120.00	57,120.00
6		6	ENH: ASTRO 25 SITE REPEATER SW	8,560.00	51,360.00
7		1	ADD: SITE & CABINET RMC W/CAPABILIT	1,680.00	1,680.00
8		1	ADD: PRIMARY 6 PORT CAVITY COMBINER	6,720.00	6,720.00
9		2	ADD: 800 MHZ TX FILTER W/PMU	800.00	800.00
10		2	ADD: QTY (1) SITE CONTROLLER	4,000.00	8,000.00
11		1	ADD: ASTRO 25 SITE REPEATER SITE CO	7,200.00	14,400.00
12		1	ADD: 7.0 FT OPEN RACK	396.00	396.00
13		1	ADD: AC DC POWER DISTRIBUTION	0.00	0.00
14		1	TTA, NON-DIVERSITY, 796-824 MHZ, RE	6,363.00	6,363.00
15		1	CONTROL MONITORING UNIT, NON-DIVERS	3,272.40	3,272.40

Detach here and return bottom portion with your payment.

(Continued on Next Page)

IM1A-1

# INVOICE

000000 01 04 0004

Page 1 01

TOTAL INVOICE AMOUNT: **\$195,271.32**  
MOTOROLA INVOICE NUMBER: 41223289  
INVOICE DATE: 06/01/2016  
PAYMENT DUE: 07/01/2016  
CUSTOMER ACCOUNT NUMBER: 1011902295 000  
PURCHASE ORDER DATE:  
YOUR P.O.#: 160153

For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

**MOTOROLA****MOTOROLA SOLUTIONS, INC.**1301 E Algonquin Road  
Schaumburg, IL 60196Visit our website at: [www.motorola.com](http://www.motorola.com)**INVOICE**

000000 02 04 000476 000715P

Page 2 of 4

<b>TOTAL INVOICE AMOUNT:</b>	<b>\$195,271.32</b>
<b>MOTOROLA INVOICE NUMBER:</b>	<b>41223289</b>
<b>INVOICE DATE:</b>	<b>06/01/2016</b>
<b>PAYMENT DUE:</b>	<b>07/01/2016</b>
<b>CUSTOMER ACCOUNT NUMBER:</b>	<b>1011902295 0001</b>
<b>PURCHASE ORDER DATE:</b>	
<b>YOUR P.O.#:</b>	<b>160153</b>

BILL TO: CORTEZ, CITY OF

210 E MAIN  
CORTEZ, CO 81321*For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347*

00002-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE  
Sales Order Number: 0953710060091

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

**Invoice Detail (Continued)**

Item	Model Number	Qty	Description	Unit Price	Amount
16		1	COLLINEAR OMNI, 6 DBD, LOW PIM, HD,	2,466.90	2,466.90
17		1	SIDE MOUNTING KIT	1,563.30	1,563.30
18		2	CLAMP:PIPE (1.5-3.5" DIAMETER) TO P	97.20	194.40
19		15	LDF4-50A CABLE: 1/2" LDF HELIAX POL	3.12	46.73
20		2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	25.37	50.73
21		2	221213 CABLE WRAP WEATHERPROOFING	19.80	39.60
22		110	7/8IN HELIAX VIRTUAL AIR FOAM FILL	7.56	831.60
23		2	7-16IN DIN FEMALE CONNECTOR EZ-FIT	35.78	71.55
24		3	SG78-06B2A GROUNDING KIT FOR 7/8 IN	20.25	60.75
25		1	RF SPD, 698-2700MHZ DC BLOCK HIGH P	114.30	114.30
26		1	GROUND STRAP KIT - DIN	31.50	31.50
27		25	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY	4.49	112.36
28		2	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE	28.48	56.96
29		1	COLLINEAR OMNI, 6 DBD, LOW PIM, HD,	2,439.49	2,439.49
30		1	SIDE MOUNTING KIT	1,545.93	1,545.93
31		2	CLAMP:PIPE (1.5-3.5" DIAMETER) TO P	96.12	192.24
32		15	LDF4-50A CABLE: 1/2" LDF HELIAX POL	3.12	46.73
33		1	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	25.37	25.37
34		1	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	25.37	25.37
35		5	221213 CABLE WRAP WEATHERPROOFING	19.58	97.90
36		5	LDF4-50A CABLE: 1/2" LDF HELIAX POL	3.12	15.58
37		2	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	25.37	50.73
38		110	7/8IN HELIAX VIRTUAL AIR FOAM FILL	7.48	822.36
39		2	78E2NF-M N FEMALE MOT CONNECTOR (MO	35.38	70.76
40		3	SG78-06B2A GROUNDING KIT FOR 7/8 IN	20.03	60.08
41		110	LDF4-50A CABLE: 1/2" LDF HELIAX POL	3.12	342.65
42		1	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	25.37	25.37
43		1	L4TNF-PSA TYPE N FEMALE PS FOR 1/2	25.37	25.37
44		3	SG12-06B2A 1/2IN SURE GROUND GROUND	16.91	50.73
45		1	RF SPD, 700-1000MHZ BROADBAND 12 VD	149.52	149.52
46		1	RF SPD, 700-1000MHZ BROADBAND 12 VD	149.52	149.52
47		25	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY	2.00	50.06



**MOTOROLA****MOTOROLA SOLUTIONS, INC.**1301 E. Algonquin Road  
Schaumburg, IL 60196Visit our website at: [www.motorola.com](http://www.motorola.com)**INVOICE**

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Page 3 of 4

TOTAL INVOICE AMOUNT:	\$195,271.32
MOTOROLA INVOICE NUMBER:	41223289
INVOICE DATE:	06/01/2016
PAYMENT DUE:	07/01/2016
CUSTOMER ACCOUNT NUMBER:	1011902295 0001
PURCHASE ORDER DATE:	
YOUR P.O.#:	160153

BILL TO CORTEZ, CITY OF

210 E MAIN  
CORTEZ, CO 81321*For questions concerning this invoice please contact  
Motorola at: 1-888-567-7347*

00003-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0953710060091

**Invoice Detail (Continued)**

Item	Model Number	Qty	Description	Unit Price	Amount
48		2	F1TNM-HC 1/4" TYPE N MALE CONNECTO	24.26	48.51
49		25	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY	4.49	112.36
50		2	F4PNMV2-HC 1/2" TYPE N MALE PLATED	28.60	57.20
51		1	FRU: XCVR 7/800 MHZ V2	960.00	960.00
52		1	FRU: GCP 8000/GCM 8000	2,000.00	2,000.00
53		1	FRU: PA 7/800 MHZ	960.00	960.00
54		1	FRU: POWER SUPPLY	1,760.00	1,760.00
55		1	SITE MANAGER ADVANCED	3,000.00	3,000.00
56		1	ADD: 90VAC TO 260VAC PS TO SM	120.00	120.00
57		1	ADD: SDM ASTRO RTU FW CURR ASTRO RE	1,850.00	1,850.00
58		3	AAD TERM BLCK & CONN WI	90.00	270.00
59		1	PANEL PUNCH BLOCK	435.00	435.00
60		1	RTU_PER_DEVICE_SW_LICENSES	75.00	75.00
61		2	RTU_SW_LIC_PER_GCP8000_S_CONTR	240.00	480.00
62		6	RTU_SW_LIC_PER_GTR8000_RS_BR	110.00	660.00
63		1	GMC_PER_DEVICE_SW_LICENSES	75.00	75.00
64		2	GMC_SW_LIC_PER_GCP8000_S_CONTR	240.00	480.00
65		6	GMC_SW_LIC_PER_GTR8000_RS_BR	240.00	1,440.00
66		6	LINE CORD W/RECP AND PLUG 12' W18	10.80	64.80
67		1	RACK 7' OPEN	361.90	361.90
68		4	BRKT, CBL SUPPORT	84.79	339.15
69		1	GROUNDING BUS BAR	78.00	78.00
70		5	CABLE, GROUND	15.00	75.00
71		1	SPD, TYPE 3, 120V RACK MOUNT, 15A P	229.62	229.62
72		4	BATTERY 48V, 18 AH, INCLUDES (4) 12	379.14	1,516.56
73		2	MID ATLANTIC 2U, 3 - 1/2 IN MID MOU	105.02	210.04
74		1	SPS, 5PX, 1440W, RACK MOUNT, 120V.	2,144.55	2,144.55
75		15	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY	1.89	28.35
76		1	F1TBM-C 1/4" BNC MALE CONNECTOR	22.95	22.95
77		3	F1TNM-HC 1/4" TYPE N MALE CONNECTO	23.16	69.49
78			THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS.		



**MOTOROLA****MOTOROLA SOLUTIONS, INC.**1301 E. Algonquin Road  
Schaumburg, IL 60196Visit our website at: [www.motorola.com](http://www.motorola.com)**INVOICE**

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Page 4 of 4

TOTAL INVOICE AMOUNT:	\$195,271.32
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CUSTOMER ACCOUNT NUMBER:	1011902295 0001
PURCHASE ORDER DATE:	
YOUR P.O.#:	160153

BILL TO: CORTEZ, CITY OF

210 E MAIN  
CORTEZ, CO 81321

00004-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Sales Order Number: 0953710060091

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

*For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347***Invoice Detail (Continued)**

Item	Model Number	Qty	Description	Unit Price	Amount
			SUBTOTAL		195,271.32
			PLEASE PAY THIS AMOUNT (PAYMENT DUE: 07/01/2016)		195,271.32


**MOTOROLA**

Account Manager:	Arn Hayden	Date:	12.2.15
Prepared by:	Tanya Chyterbok	Quote#:	
		Contract Number:	WSCA
Prepared For:	The City of Cortez	Ship to Address:	Bill to Address:
Phone Number:		CITY OF CORTEZ	CITY OF CORTEZ
Email :		210 E MAIN	210 E MAIN
Agency:		CORTEZ, CO 81321	CORTEZ, CO 81321
Customer #:	1011902295		

Item	Qty	Model	Description	List Price	Contract Price
1	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	3,570.00
1a	1	CA01616AA	ADD: AC POWER	\$ -	0.00
2	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$ 6,000.00	4,800.00
2a	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300.00	5,040.00
2b	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$ 71,400.00	57,120.00
2c	6	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 10,700.00	8,560.00
2d	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILIT	\$ 2,100.00	1,680.00
2e	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	\$ 8,400.00	6,720.00
2f	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU	\$ 1,000.00	800.00
2g	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	4,000.00
2h	2	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CO	\$ 9,000.00	7,200.00
2i	1	CA01402AA	ADD: 7.0 FT OPEN RACK	\$ 495.00	396.00
2j	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION	\$ -	0.00
3	1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, RE	\$ 7,070.00	6,363.00
4	1	DS428E83I01C110	CONTROL MONITORING UNIT, NON-DIVERS	\$ 3,636.00	3,272.40
5	1	DSSC476HF1LDF	COLLINEAR OMNI, 6 DBD, LOW PIM, HD,	\$ 2,741.00	2,466.90
6	1	DQSMK335A3	SIDE MOUNTING KIT	\$ 1,737.00	1,563.30
7	2	DQCLAMP005	CLAMP:PIPE (1.5-3.5" DIAMETER) TO P	\$ 108.00	97.20
8	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL	\$ 3.50	3.12
9	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	\$ 28.50	25.37
10	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 22.00	19.80

11	110	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLE	\$	8.40	7.56
12	2	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT	\$	39.75	35.78
13	3	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN	\$	22.50	20.25
14	1	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH P	\$	127.00	114.30
15	1	DSGSAKITD	GROUND STRAP KIT - DIN	\$	35.00	31.50
16	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY	\$	5.05	4.49
17	2	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE	\$	32.00	28.48
18	1	DSSC476HF1LDF	COLLINEAR OMNI, 6 DBD, LOW PIM, HD,	\$	2,741.00	2,439.49
19	1	DQSMK335A3	SIDE MOUNTING KIT	\$	1,737.00	1,545.93
20	2	DQCLAMP005	CLAMP:PIPE (1.5-3.5" DIAMETER) TO P	\$	108.00	96.12
21	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL	\$	3.50	3.12
22	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	\$	28.50	25.37
23	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	\$	28.50	25.37
24	5	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$	22.00	19.58
25	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL	\$	3.50	3.12
26	2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	\$	28.50	25.37
27	110	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLE	\$	8.40	7.48
28	2	DDN1079	78EZNF-M N FEMALE MOT CONNECTOR (MO	\$	39.75	35.38
29	3	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN	\$	22.50	20.03
30	110	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL	\$	3.50	3.12
31	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN	\$	28.50	25.37
32	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2	\$	28.50	25.37
33	3	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUND	\$	19.00	16.91
34	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VD	\$	168.00	149.52
35	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VD	\$	168.00	149.52
36	25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY	\$	2.25	2.00
37	2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO	\$	27.25	24.25
38	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY	\$	5.05	4.49
39	2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED	\$	32.00	28.60
40	1	DLN6885	FRU: XCVR 7/800 MHZ V2	\$	1,200.00	960.00
41	1	DLN6569	FRU: GCP 8000/GCM 8000	\$	2,500.00	2,000.00
42	1	DLN6895	FRU: PA 7/800 MHz	\$	1,200.00	960.00
43	1	DLN6781	FRU: POWER SUPPLY	\$	2,200.00	1,760.00

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\$831.60				
\$71.55				
\$60.75				
\$114.30				
\$31.50				
\$112.36				
\$56.96				
\$2,439.49				
\$1,545.93				
\$192.24				
\$46.73				
\$25.37				
\$25.37				
\$97.90				
\$15.58				
\$50.73				
\$822.36				
\$70.76				
\$60.08				
\$342.65				
\$25.37				
\$25.37				
\$50.73				
\$149.52				
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\$48.51				
\$112.36				
\$57.20				
\$960.00				
\$2,000.00				
\$960.00				
\$1,760.00				

[illegible]

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

May 10, 2022

Agenda Item: 7. e.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No. 1300, Series 2022.

---

**BACKGROUND**

Please see attached documents.

**RECOMMENDATION**

Council will consider approving on first reading Ordinance No. 1300, Series 2022, An Ordinance Approving Correction Deed(s) for the Sale of Real Estate to Montezuma Partners LLC., and set for Public Hearing on May 24, 2022.

---

**Attachments**

Memo RE Ord 1300  
Ord. 1300 Series 2022  
Exhibit A  
Exhibit B



**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: Drew Sanders, City Manager  
Rachel Marchbanks, Community & Economic Development Director

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

SUBJECT: Transfer of Property to Montezuma Partners LLC

ATTCH: Ordinance No. 1300 Series 2022  
Deeds for Transfer

DATE: May 2, 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.**

---

In April of 2020 the City transferred property to Montezuma Partners LLC per an agreement and Ordinance No. 1223, Series 2017.

The City subdivided the property in order to effect the transfer of the subject property and to reserve some easements in Lot 1B.

Lot 1B was mistakenly transferred to Montezuma Partners LLC instead of Lot 1A.

These deeds correct that error.

Staff recommends approval of Ordinance No. 1300 Series 2022 to correct this mistake.

If you agree, please motion to approve Ordinance No. 1300 Series 2022 on first reading and to set same for second reading on May 24, 2022.

**ORDINANCE NO. 1300**  
**SERIES 2022**

**AN ORDINANCE APPROVING CORRECTION DEED(S) FOR THE SALE OF REAL ESTATE TO MONTEZUMA PARTNERS LLC**

WHEREAS, the City of Cortez had an unused piece of real estate in the Montezuma Public Facilities PUD; and,

WHEREAS, Montezuma Partners LLC indicated it wished to purchase a portion of the property; and,

WHEREAS, the property will be used for professional, commercial space; and,

WHEREAS, when the deed for the transfer was prepared, an incorrect legal was used for the transfer; and,

WHEREAS, in order to correct this error Montezuma Partners LLC will convey Block 4, Lot 1B, Subdivision of Block 4, Lot 1, Montezuma County Public Facilities P.U.D. As Per the Plat Filed in the Office of the County Clerk and Recorder of Montezuma County, Colorado at 10:20AM on the 25th Day of January, 2018 and Duly Filed in Book 19 at Page 65 Under Reception Number 615442 to the City and the City will convey Block 4, Lot 1A, Subdivision of Block 4 Lot 1 Montezuma County Public Facilities P.U.D. to Montezuma Partners LLC.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the, deed from the City of Cortez to Montezuma Partners LLC, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to sign same and any additional contracts, deeds, etc. necessary to convey said property; and,

Upon receipt of a deed from Montezuma Partners LLC to the City conveying property to Cortez, see attached Exhibit B, the City will tender its deed converting Lot 1A to Montezuma Partners LLC.

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 24th day of May, 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 10TH DAY OF MAY, 2022.

CITY OF CORTEZ

ATTEST:

\_\_\_\_\_  
RACHEL MEDINA, MAYOR

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

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 24TH DAY OF MAY, 2022.

CITY OF CORTEZ

ATTEST:

\_\_\_\_\_  
RACHEL MEDINA, MAYOR

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

APPROVED AS TO FORM:

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

SPECIAL WARRANTY DEED

THIS DEED is dated \_\_\_\_\_, and is made between the City of Cortez (whether one, or more than one), the “Grantor”, of the City of Cortez, County of Montezuma and State of Colorado, and Montezuma Partners LLC (whether one, or more than one), the “Grantee,” whose legal address is 214 N Washington Street Cortez, Colorado 81321 of the \_\_\_\_\_ County of Montezuma and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Cortez County of Montezuma and State of Colorado, described as follows:

Block 4, Lot 1A, Subdivision of Block 4 Lot 1, Montezuma County Public Facilities P.U.D.

also known by street address as: and assessor’s schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever. The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley, or other right-of-way that adjoins the real property*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to: the following matters:

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

_____	_____
City of Cortez	
_____	_____
By Mayor	
_____	_____
Rachel Medina	

STATE OF COLORADO	)
	) ss.
_____ County of Montezuma	)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Rachel Medina, Mayor, City of Cortez.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

SPECIAL WARRANTY DEED

THIS DEED is dated \_\_\_\_\_, and is made between Montezuma Partners LLC (whether one, or more than one), the “Grantor”, of the City of Cortez County of Montezuma and State of Colorado, and City of Cortez (whether one, or more than one), the “Grantee,” whose legal address is 123 Roger Smith Ave Cortez, Colorado 81321 of the \_\_\_\_\_ County of Montezuma and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Cortez County of Montezuma and State of Colorado, described as follows:

BLOCK 4, LOT 1B, SUBDIVISION OF BLOCK 4, LOT 1, MONTEZUMA COUNTY PUBLIC FACILITIES P.U.D.

AS PER THE PLAT FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT 10:20AM ON THE 25TH DAY OF JANUARY, 2018 AND DULY FILED IN BOOK 19 AT PAGE 65 UNDER RECEPTION NUMBER 615442

also known by street address as: and assessor’s schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever. The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley, or other right-of-way that adjoins the real property*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to: the following matters:

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

\_\_\_\_\_  
Montezuma Partners LLC

By \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
\_\_\_\_\_ County of Montezuma )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Montezuma Partners LLC, by \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)