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CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 14, 2022  
7:30 P.M.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL, APPROVAL OF AGENDA.
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 Worksession and Regular Meeting Minutes of May 24, 2022.
  - b. Approval of the Expenditure List for June 14, 2022 City Council Meeting
  - c. Approval of a Modification of Premises for Chronic Therapy-Cortez LLC, located at 1020 South Broadway, Cortez, to allow for a walk-up window on the premises.
  - d. Approval of a renewal application on a Retail Marijuana Store License Application for Durango Organics, LLP, DBA Durango Organics, located at 1013 East Main Street, Cortez.
  - e. Approval of a renewal Hotel and Restaurant Liquor License for La Casita de Cortez, LLC, DBA La Casita de Cortez, located at 332 East Main Street, Cortez.
  - f. Approval of a renewal Hotel and Restaurant Liquor License for Rosita Inc., DBA Tequila's, located at 1740 East Main Street, Cortez.
  - g. Approval of a renewal Hotel and Restaurant Liquor License for Kashmien LLC, DBA Lotsa Pasta & That'za Pizza, located at 439 East Main street, Cortez.
  - h. Approval of a renewal Tavern Liquor License for A&S LLC, DBA Angel's End Zone, located at 309 North Broadway, Cortez.
  - i. Approval of a Special Events Permit to Southwest Colorado Canyons Alliance to host an event on Friday, July 8, 2022, from 5:00pm to 8:00pm, at Turquoise Raven Art Gallery, located at 104 East Main Street, Cortez.
  - j. Approval of a Change in Corporation Structure and Transfer of Ownership for Thai Cortez, LLC, located at 1430 East Main Street, Suites 1-4, 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

5. PUBLIC HEARINGS

a. Ordinance No. 1301, Series 2022

Council will consider approving on second and final reading Ordinance No. 1301, Series 2022, an Ordinance approving a Ground Lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport.

**Presenter:** Mike Green- City Attorney

b. Ordinance No. 1302, Series 2022

Council will consider approving on second and final reading Ordinance No. 1302, Series 2022, an Ordinance amending the term of agreement by and between the City of Cortez owned Cortez Community Network Enterprise and Montezuma County.

**Presenter:** Mike Green- City Attorney

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. Resolution No. 19, Series 2022

Council will consider approving Resolution No. 19, Series 2022, approving an amended plat for two parcels of land known as Lot 21 and Lot 22 of the Resubdivision of lot 19 Fairway View Estates, Phase 6 as submitted by the owner.

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

b. Resolution No. 20, Series 2022

Council will consider approving Resolution No. 20, Series 2022, approving an application for a minor subdivision to be known as Layline Townhome Subdivision, located on the east half of lots 21-24, block 14 F.R. Coffins Addition to the Town of Cortez, as submitted by owner, Jaime Campuzano, with two conditions.

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

c. Fireworks Display Permit for the 4th of July and the Pinto Bean Golf Tournament

Council will consider approving the Fireworks Display Permits from the Cortez Fire Protection District requesting permission to complete outdoor fireworks displays on July 4th in Parque de Vida and on August 20, 2022, at the Conquistador Golf Course for the Pinto Bean Golf Tournament.

**Presenter:** Linda Smith, City Clerk

e. Resolution No. 17, Series 2022

Council will consider approving Resolution No. 17, Series 2022, a request to add Juneteenth as an observed holiday fo the City of Cortez effective 2022.

**Presenter:** Matt Cashner, Human Resources Director

f. Adoption of 2022 Updated Financial Policies

Council will consider approving the Adoption of the 2022 Updated Financial Policies.

**Presenter:** Kelly Koskie, Director of Finance

g. Resolution No. 18, Series 2022

Council will consider approving Resolution No. 18, Series 2022, approving the adoption of a formal set of protocol for its governance.

**Presenter:** Drew Sanders - City Manager

h. Resolution No. 21, Series 2022

Council will consider approving Resolution No. 21, Series 2022, supporting the placement of State Initiative #63 on the November 2022 General Election ballot.

**Presenter:** Drew Sanders - City Manager

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Council will adjourn to Executive Session for the following purposes:

1. Conference with Scott Krob, City of Cortez Water Attorney, for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402 (4)(b). Discussion will be held on water issues.
2. 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 proposed band shell project and the broadband system.

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)(I) 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

June 14, 2022

Agenda Item: 2. a.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of the Worksession and Regular Meeting Minutes of May 24, 2022.

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**Attachments**

Worksession for 5.24.22

Mintues for 5.24.22

CORTEZ CITY COUNCIL  
REGULAR WORKSHOP/SPECIAL MEETING  
TUESDAY, MAY 24, 2022  
5:30 p.m.

1. The workshop was called to order at 6:00 p.m., at the City Council Chambers. Councilmembers present included Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Matt Keefauver, David Rainey, and Dennis Spruell. Lydia DeHaven and Robert Dobry were absent. Staff members present included Director of Community and Economic Development Rachael Marchbanks, Chief of Police Vern Knuckles, Director of Parks and Recreation Creighton Wright, Contract Planner Nancy Dosdall, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Mike Green. There were two people present in the audience.

2. A presentation was given on the City's new website. Director of Parks and Recreation Wright stated that the goals include creating an updated and attractive webpage design; refresh content; better utilize webpage features; actively manage webpage to increase presence; and integrate third-party webpages for the Police, Airport, Economic Development, Water, and/or Library. He spoke about the timeline for moving the webpage information forward and reviewed all the sections of the new home page. It was noted that the site would meet all ADA accessibility requirements and that Civic Plus, the City's web designer, would be reviewing the site in regard to mobile accessibility. The special 'hot' buttons that are being created would include Council agenda/meeting access. Discussion was held on adding City Council/City Manager profiles with pictures of each person to give a personal touch to the website. It was noted that Council pictures will be taken on June 14, 2022, prior to the Council worksession.

3. Discussion was held on the food truck/mobile vendor process with the City. Contract Planner Dosdall reviewed the current regulations on food truck/mobile vendor which currently requires a sales tax license, a permit from the Health Department (safety regulations), allowed to operate between the hours of 7:00 a.m. and 9:00 p.m., and must move each day. She stated that the Land Use Code notes that food truck/mobile vendors are allowed in all zones but not in the Central Business area. She noted that many communities have the same restriction for the Central Business District in regard to food trucks and commented that most restaurants in the Central Business District feel that they have spent significant amount of money in their brick and mortar business and feel that the food trucks can operate on a smaller budget which makes for unfair competition. She reviewed regulations from other communities and stated that if the City changes the regulations, the Planning and Zoning and City Council would need to approve the changes. Discussion was held on receiving input from the community on their thoughts for the regulations of food trucks, including all the businesses located in the Central Business District zone. Discussion was held on allowing a food truck at the Farmers Market which is held at the Montezuma County parking lot, in the Central Business District. Contract Planner Dosdall stated that a temporary permit could be created for food trucks to be allowed in the Central Business District during fairs/special events. She stated that staff would like to host a table at the 3<sup>rd</sup> Thursday event to receive input from the community on the idea of allowing food trucks throughout the community. Also, information will be placed on social media (Facebook/web

site) requesting public input. Contract Planner Dosdall stated that Accessory Dwelling Unit code revisions would also be discussed with the public during the 3<sup>rd</sup> Thursdays to receive public input.

4. Discussion was held on Council protocols that City Manager Sanders submitted. In answer to a question from Councilmember Keefauver, City Manager Sanders stated that Cortez currently does not have protocols in place and that he received the protocols from the Town of Dolores (Ken Charles), with part of the protocol also coming from the Department of Local Affairs (DOLA) management information. He stated that the manual and reference document would outline communication, meetings, agenda setting, Council preparation and conduct, conflict of interest, and other items that Council could look to for keeping everyone on the same page. He stated that if Council didn't have any concerns, he would move the protocols forward for Council review and approval at a regular meeting.

5. Mayor Medina spoke about the worksession setting and asked if Council was comfortable being in the Council Chambers or if they would like the worksession to be less informal such as back in the Mesa Verde room or possibly with a different set-up in Council chambers, rather than Council sitting at the dais. Councilmember Keefauver stated that in his previous experience with worksessions, Council would meet in the Mesa Verde Room; however, the room is small and the people would sit behind Council. He stated that he likes the setting in the Council Chambers and allows the people to be face-to-face with Council. Council agreed to keep the current setting.

6. City Clerk Smith stated that two of the marijuana establishments in Cortez have asked if the closing time for their stores could be extended to 10:00 or 11:00 p.m., instead of the current time of 9:00 p.m. She noted that the State of Colorado has extended the time to midnight. In answer to a question from Councilmember Keefauver, City Clerk Smith stated that the Police Chief and City Manager do not have any issues with the time extension. Discussion was held on extending the time frame to allow the stores to stay open and Council asked that an ordinance be created for Council's consideration at a future meeting extending the time to 11:00 p.m.

7. General Council Discussion. Councilmember Keefauver thanked everyone that was involved in the Cortez Teacher Event held in the community last week. Mayor Medina thanked Councilmembers Keefauver and Rainey for their service as teachers in the community and commented that teaching is important as it is teaching the next generation.

The worksession was adjourned at 6:55 p.m.

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CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MAY 24, 2022

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Matthew Keefauver, David Rainey, and Dennis Spruell. Councilmember Lydia DeHaven and Robert Dobry were absent. Staff present included Chief of Police Vernon Knuckles, Director of Parks and Recreation Creighton Wright, Airport Manager Jeremy Patton, IT Support Technician Jason Gray, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dossdall, Director of Public Works Brian Peckins, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Mike Green. There were 13 people present in the audience.

City Attorney Green asked that the Interim City Attorney Contract be added to the Executive Session for Council to discuss. Mayor Pro-tem Yazzie moved that the agenda be approved as presented with the addition of the Interim City Attorney Contract to the Executive Session for discussion, the addition of the LGBTQ2S+ proclamation to the regular agenda under Presentations, and the removal of item 2h. in the Consent Agenda, April 2022 Financial Statements to allow for the Director of Finance to review the statements. Councilmember Keefauver seconded the motion and the vote was as follows:

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

2. The Consent Agenda items acted upon by Council were as follows:
  - a. Approval of the Minutes of the Special Council Meeting on May 6, 2022, and Worksession and Regular Council Meeting held on May 10, 2022.
  - b. Approval of the Expenditure List for May 24, 2022.
  - c. Approval of a renewal Hotel and Restaurant Liquor License for Ocean Pearl Cortez, LLC, DBA Ocean Pearl Chinese Restaurant, located at 300 East Main Street, Cortez.
  - d. Approval of a renewal Hotel and Restaurant Liquor License for Fiesta Americana No. 3, Inc., DBA Fiesta Mexicana Family Restaurant, located at 430 North Highway 145, Cortez.
  - e. Approval of a renewal Hotel and Restaurant Liquor License for BMCJ Inc., DBA Stonefish Sushi and More, located at 16 West Main Street, Cortez.
  - f. Approval of a renewal Fermented Malt Beverage Liquor License for Western Refining Retail, LLC, DBA Speedway #9492, located at 2320 East Main Street, Cortez.
  - g. Approval of a renewal Fermented Malt Beverage Liquor License for Western Refining Retail,



LLC, DBA Speedway #9496, located at 2021 East Main Street, Cortez.

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

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

Director of Finance Koskie spoke about the April 2022 Financial Statements (item 2h.) explaining that 33% of the fiscal year has been concluded. She directed Council to page 2 under the revenue section noting the golf course has done well with 47% for the golf cart revenue above the projected amount for this time of year. She also referenced page 44 noting that the Recreation Center Fund has a net revenue of \$432,000 and commented that the Recreation Center has paid off their bond and is now debt free. She also reviewed the Refuse Fund (page 56) which shows a credit from the land fill for recycling items.

3. CITIZEN PARTICIPATION – None.

4. PRESENTATIONS

a. Proclamation in Recognition of Asian American, Native Hawaiian, and Pacific Islander Heritage Month. Mayor Medina read the proclamation declaring the month of May in recognition of Asian American, Native Hawaiian, and Pacific Islander Heritage Month. She stated that the community would like to pay tribute to the contributions these Americans bring to our history, society, and culture.

b. Proclamation for Public Service Recognition, 2022. Mayor Pro-tem Yazzie read the proclamation recognizing the dedicated public servants throughout the nation as federal, state, county, and local government employees. She noted the indispensable contributions that public servants make and commented that they are the lifeblood of our democracy.

c. Proclamation for June 2022 as LGBTQ2S+ Pride Month in the City of Cortez. Councilmember Keefauver stated that June is being designated as LGBTQ2S+ Pride Month. He stated that every person should be able to live without fear of prejudice, discrimination, violence and hatred based on race, religion, gender identity and/or sexual orientation. He urged residents to respect and honor our diverse community and to celebrate and build a culture of inclusiveness and acceptance.

5. PUBLIC HEARINGS

a. Ordinance No. 1300, Series 2022. City Attorney Green stated that Ordinance No. 1300, Series 2022, approves a correction on a deed(s) for the sale of real estate to Montezuma Partners LLC. He stated that when the deeds were drawn up on the sale of the property with Montezuma Partners LLC there was a mistake made on the legal descriptions. He stated that Lot 1B was transferred to Montezuma Partners instead of Lot 1A. He stated that the City will exchange deeds with Montezuma Partners LLC to convey the correct ownership of the lots. He stated that staff recommends approval of Ordinance No. 1300, Series 2022, following the public hearing. Mayor

Medina opened the public hearing; however, no one spoke and the public hearing was closed.

Mayor Pro-tem Yazzie moved that Council approve Ordinance No. 1300, Series 2022, approving a correction on a deed(s) for the sale of real estate to Montezuma Partners LLC., on second and final reading. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

b. Resolution No. 14, Series 2022. Contract City Planner Dosdall stated that Resolution No. 14, Series 2022, approves a site development plan for the construction for a 4,000 square foot metal storage building to be located on the Southwest Memorial Hospital Campus located at 1311 North Mildred, in the Montezuma County PUD (Planned Unit Development) Hospital District. She stated that the storage building would be located behind the existing hospital on the hospital's existing complex. She stated that no new parking, landscaping, or utilities are proposed with the project which would have access from a new curb cut off of Dr. EE Johnson Drive. She commented that the proposal is required to meet the development standards of the PUD. She noted that in 2016 an ambulance bay was approved by the City on the hospital complex and was required to place a color band and some stucco on the building to help with the appearance. She stated that the Planning and Zoning Commission reviewed the proposal on May 3, 2022, and recommended approval of the project with the added condition that a metal storage building would be allowed as a one-time exception and all future buildings in the PUD are to meet design standards, including all future metal buildings. Contract City Planner Dosdall stated that there were no concerns from agency review and she stated that staff recommends approval with three conditions. Discussion was held on landscaping being provided around the building and Contract City Planner Dosdall stated that the building would be filling the vacant space on the property and there would not be any additional room for landscaping. Mayor Medina asked if the building would be required to have fire suppression and Contract City Planner Dosdall stated that fire suppression would be part of the building permit process. Dean Matthews, Board Chairman for Montezuma County Hospital District, stated that the hospital is required to keep on hand more items for disaster relief than the hospital has room for and therefore the new storage building is needed. Mayor Medina opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Keefauver moved that Council approve a site development plan for the construction for a 4,000 square foot metal storage building on property located at 1311 North Mildred, the Southwest Memorial Hospital Campus, through Resolution No. 14, 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. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications. 2. The appropriate construction drawings and reports for the project, signed and stamped by a Colorado licensed architect or engineer, must be approved by the Building Official and City Engineer, and a building permit obtained prior to any construction on site. And 3. In approving the application for a metal storage building at Southwest Memorial Hospital, being aware that it does not meet the design standards for this PUD. This is a one time exception. All future buildings in this PUD are to meet design standards, including all future metal buildings. Councilmember Rainey seconded the

motion, and the vote was as follows:

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

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Chevrolet Pickup with Utility Bed Purchase for Parks Department. City Manager Sanders stated that the 2022 Equipment Fund provides \$52,000 for the purchase of a new  $\frac{3}{4}$  ton 4-wheel drive pickup with a utility bed for the Parks Department. He stated that the City continues to face challenges in acquiring vehicles and, though this is outside the normal bid process, General Services Director Rick Smith was able to locate this vehicle with the utility bed already included. He noted the amount for the vehicle is under budget and that the vehicle is needed in the Parks Department.

Councilmember Rainey moved that Council authorize the purchase of the 2022  $\frac{3}{4}$  ton pickup with utility bed from Morehart Murphy at the price of \$50,942.15, for the Parks Department. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

b. Re-Appointment of Three Current Members and New Appointment of an Open Seat to the Parks, Recreation, and Forestry Advisory Board. Director of Parks and Recreation Wright stated that three incumbent spots and one vacant spot is available for appointment on the Parks, Recreation, and Forestry Advisory Board. He stated that the Parks, Recreation, and Forestry Advisory Board consists of six resident members, one Councilmember, and one youth. He stated that currently three of the board members (Alan Klein, Kenneth Quigley, and Roman Jefferson) have requested that they be reappointed as their terms will be expiring or have expired. He noted that there is one vacant spot on the board and two applicants have applied. He stated that interviews are being set up with Council for the next worksession on June 14, 2022. He stated that the three incumbents bring valuable experience and they contribute to forwarding the parks and recreation mission and; therefore, staff recommends the three incumbents be re-appointed.

Councilmember Keefauver moved that Council re-appoint Alan Klein, Kenneth Quigley, and Roman Jefferson to the Parks, Recreation, and Forestry Advisory Board and postpone the appointment to the open seat on the board until after the interviews are held on June 14, 2022. Councilmember Rainey seconded the motion, and the vote was as follows:

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

c. Re-Appointment of Three Current Members to the Library Advisory Board. City Manager Sanders stated that Library Director Isabella Sharpsteen has requested that three incumbents,

Melanie Rime, Roxanne Rogers, and John Kennedy, be re-appointed to the Library Advisory Board for another term.

Mayor Pro-tem Yazzie moved that Council re-appoint the three members to the Library Advisory Board. Councilmember Rainey seconded the motion, and the vote was as follows:

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

d. Appointments of City Councilmembers to City Boards. Mayor Medina noted that the preliminary list of Council Boards (10 seats total) was included in the packet and Council held discussion on the various appointments. Mayor Pro-tem Yazzie stated that she would like to forfeit serving on the Cortez Arts Committee to Councilmember Rainey and would serve on the Cortez Youth Commission. Councilmember Keefauver stated that he would like to serve on the Parks, Recreation, and Forestry Advisory Board as noted and Councilmember Rainey stated that he would accept the Cortez Arts Committee position but would be unable to continue on the Cortez Cultural Center Board. Mayor Medina stated that she would like to have conversation with Council at a later date on the Cortez Cultural Center Board seat and asked that the seat remain vacant at this time. Councilmember Spruell stated that he would serve on the Golf Advisory Board. Mayor Medina stated that the Councilmembers on the Mesa Verde Country Board would include herself and Councilmember DeHaven with Councilmember Keefauver as the alternate. Councilmember Keefauver confirmed that he would serve as the alternate. Mayor Medina also noted that Councilmember DeHaven would serve on the Library Advisory Board and Councilmember Dobry would serve on the Cortez Historic Preservation Board.

Councilmember Keefauver moved that Council approve the appointments as recited by the Mayor for the time period of May 2022 through April 2024. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

e. Ordinance No. 1301, Series 2022. City Attorney Green stated that Ordinance No. 1301, Series 2022, authorizes a ground lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport. He stated that the ordinance is required as the lease will be for forty years. He noted that the Airport Land Lease and Hangar Development Agreement is attached to the ordinance as Exhibit 1. He stated that staff recommends approval of Ordinance No. 1301, Series 2022, and that a public hearing date be set for June 14, 2022. Airport Manager Patton introduced Matthew Harman, Base Manager for Classic Air Medical, and stated that Classic Air Medical has had a helipad at the Cortez Municipal Airport for two years and has wanted to build a fixed wing hangar base so they could provide more services for the community. Discussion was held on the rent fees and Airport Manager Patton stated that the rent increase is based on inflation but is usually pretty minimal. He noted that the lease adjustment is the same that has been used for hangars located at the Airport for many years. Mr. Harmon stated that they are thankful to be able to expand and have the helicopter and an airplane at the Airport. Mayor Medina thanked Classic Air Medical for investing in the community.

Councilmember Spruell moved that Council approve on first reading Ordinance No. 1301, Series 2022, authorizing and approving a Ground Lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport, and set for public hearing on June 14, 2022. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

f. Ordinance No. 1302, Series 2022. City Attorney Green stated that Ordinance No. 1302, Series 2022 approves a Second Amendment to the Agreement between Montezuma County and the City of Cortez owned Cortez Community Network Enterprise regarding a broadband fiber network. He stated that Montezuma County asked that the agreement be changed to a 25 year agreement instead of a five year term. He stated that the longer agreement period allows for the providers and customers a more certain period of investment assurance than the shorter term. He stated that the history of the CCN agreements with Montezuma County were attached as exhibits. It was noted that nothing else was changed in the Second Amendment other than the term.

Councilmember Keefauver moved that Council approve on first reading Ordinance No. 1302, Series 2022, approving a Second Amendment to the Agreement between Montezuma County and the City of Cortez owned Cortez Community Network Enterprise regarding a broadband fiber network. Councilmember Rainey seconded the motion, and the vote as follows:

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

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER’S REPORT

a. Playground Days Program/Human Resources Department/Parks Department/Brownfield Clean-up. City Manager Sanders stated that the Playground Days program starts on June 6, 2022, and there seems to be a lot of interest. He also noted that there a few counselor positons open for the Playground Days program if there are any interested people that would like to apply for the summer job. He also noted that the Human Resources Department is working to find easier ways to streamline the process better for when applicants apply for jobs with the City. He stated that the Parks Department is having difficulty recruiting seasonal parks workers and may be until July before they are fully staffed. He asked that the community have patience as the parks team does all they can to keep the parks clean and maintained. He stated that the Colorado Department of Public Health was awarded a 2 million dollar grant to address brownfield clean-up and the City of Cortez was part of the grant. He stated that the City should know in two to three weeks if they will be awarded funding that could be used towards clean-up of two properties (old dry cleaners located on Market Street and a gas station on Broadway) located in Cortez. Employee Highlight: Nominated by Director of Public Works Brian Peckins, Dona Thompson, Public Works Administrative Assistant, has been with the City since 1979. She has a wealth of institutional

knowledge and is the glue that holds the Public Works Department together. He stated that she is the one that can find information on old contracts, handshake agreements and notes from long ago meetings and is always two steps ahead of anyone else in the department. He stated that Dona typed the 1980 Construction Design Standards and Zoning Ordinance without a computer and has helped initiate the recycling program, incorporated Planning and Zoning, GIS, Cross-Connection, and Engineering into the Public works Department. She has seen it all and done it all, but she is not done yet and commented what a long, strange trip its' been.

## 11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Mayor Medina presented a card to City Manager Sanders acknowledging his first year with the City of Cortez. City Manager Sanders stated that he has really enjoyed working for the City. She stated that an update was given on the new City web site design, discussion was held on food truck/mobile vendor regulations, and protocols for Council were reviewed. Also, discussion was held on the Council workshop venue and a presentation was made on changing the closing time for marijuana establishments.

## 12. OTHER ITEMS OF BUSINESS

a. Mayor Pro-tem Yazzie moved to adjourn at 8:32 p.m. to Executive Session for discussion 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) and 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 new City Attorney and the Interim City Attorney contracts. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

Council returned from Executive Session at 9:02 p.m. Mayor Pro-tem Yazzie moved that Council approve the City Attorney Contract with J. Patrick Coleman. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

Councilmember Keefauver moved that Council approve the Interim City Attorney Contract with Michael F. Green, effective through July 1, 2022. Councilmember Rainey seconded the motion, and the vote was as follows:

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

## 13. PUBLIC PARTICIPATION

a. Community Call to Action. Susan Kemnitz, 511 South Cedar Street, Cortez, stated that citizens would be gathering at the VFW on Friday, May 27, 2022, to place flags in the Montezuma County cemeteries on veteran's grave sites. She reminded everyone to remember what Memorial Day symbolizes and that veterans should be honored as they have given their lives to secure our freedom.

Councilmember Keefauver moved that the regular meeting be adjourned at 9:10 p.m. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

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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

June 14, 2022

Agenda Item: 2. b.

MEMO TO: Honorable Mayor and City Council

FROM: Sara Coffey, Finance Assistant/Deputy City Clerk

SUBJECT: Approval of the Expenditure List for June 14, 2022 City Council Meeting

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**Attachments**

Expenditure List



## EXPENDITURE LIST FOR WEEK ENDING MAY 27, 2021

Department	Vendor Name	Description	Amount
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES	\$ 360.00
	RICHARD SIMS LAW OFFICE	COURT APPEARANCE - HOUSE - DC202209421	\$ 40.00
	M. SCOTT MOORE	Fill-in Judge - DT2209088/Deferred Sentencing,	\$ 100.00
	OFFICE DEPOT	Logitech MK550 Keyboard	\$ 65.96
		Total	\$ 565.96
Finance	GOVOS INC	ACH FEE	\$ 140.00
	GOVOS INC	ONLINE PAYMENT PROCESSING APRIL 2022	\$ 713.25
	PARKER'S WORKPLACE SOLUTIONS	DRAWER TRAY	\$ 6.45
		Total	\$ 859.70
Events	LE PEW PORTA-JOHNS INC.	RENTAL	\$ 360.00
		Total	\$ 360.00
Library	INGRAM LIBRARY SERVICES	BOOKS	\$ 13.62
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.24
	INGRAM LIBRARY SERVICES	BOOKS	\$ 49.41
	INGRAM LIBRARY SERVICES	BOOKS	\$ 64.85
	INGRAM LIBRARY SERVICES	BOOKS	\$ 201.25
	INGRAM LIBRARY SERVICES	BOOKS	\$ 230.68
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 362.92
		Total	\$ 956.66
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES	\$ 2,300.00
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 172.87
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 326.99
		Total	\$ 2,799.86
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 20	\$ 2,501.00
	STERICYCLE INC.	HAZARDOUS WASTE SERVICE	\$ 36.47
		Total	\$ 2,537.47
Police Department	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES	\$ 1,499.58
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,758.95
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 190.94
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 356.72
		Total	\$ 4,899.93
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	HYSTERECTOMY/CASTRATION	\$ 292.00
	VIBRANT PET ANIMAL HOSPITAL	CASTRATION	\$ 56.25
	VIBRANT PET ANIMAL HOSPITAL	CASTRATION	\$ 56.25
	VIBRANT PET ANIMAL HOSPITAL	HYSTERECTOMY	\$ 78.75
	VIBRANT PET ANIMAL HOSPITAL	HYSTERECTOMY	\$ 78.75

## EXPENDITURE LIST FOR WEEK ENDING MAY 27, 2021

Department	Vendor Name	Description	Amount
	VIBRANT PET ANIMAL HOSPITAL	HYSTERECTOMY	\$ 78.75
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76
	ATMOS ENERGY	GAS	\$ 109.82
		Total	\$ 787.33
Public Works	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHING EMPLOYEE PAID DIFFERENCE	\$ (4.21)
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHING	\$ 105.98
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 77.47
	HALL SIGNS, INC.	R1-6-12-DI-08-NO-1-1-1 R1-6 In-Street Pedestrian	\$ 1,381.71
	CORTEZ ELECTRIC	Materials/Labor - Replace base, stand light pole	\$ 2,038.20
		Total	\$ 3,599.15
Outdoor Pool	MONTEZUMA COUNTY HEALTH DEPARTMENT	TWINRIX	\$ 140.00
	RECREONICS, INC.	POOL SUPPLIES	\$ 452.20
	SLAVENS TRUE VALUE	HILLMAN FASTENERS/PLUG	\$ 5.02
	SLAVENS TRUE VALUE	TOOL CASE/WATER	\$ 42.98
	SLAVENS TRUE VALUE	GLOVES/CLEANER/GRIP/PAINT	\$ 58.31
		Total	\$ 698.51
Golf Course Maint	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 1,543.49
	HORIZON DISTRIBUTORS, INC.	11-52-0 Monamonium Phosphate, 50# bag, Gre	\$ 72.00
	HORIZON DISTRIBUTORS, INC.	Plant Food 16-2-8 50% SRN, 2.5 gallon containe	\$ 1,786.08
	POTESTIO BROTHERS EQUIPMENT, INC.	UC23563 Bed knife JD	\$ 218.05
	POTESTIO BROTHERS EQUIPMENT, INC.	TCA19345 MOWER REELS FOR JD8700	\$ 1,845.89
		Total	\$ 5,465.51
Parks	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 1,026.25
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 1,814.75
	BRAND CENTRAL	SIGN FOR CARPENTER VEGETATION	\$ 16.00
	BRAND CENTRAL	SIGN FOR CARPENTER VEGETATION	\$ 16.00
	CRUZAN IRRIGATION	FLOWSPAN 1 SLIP	\$ 9.86
	PARTNERS IN PARTS, INC.	KEY	\$ 2.69
	SLAVENS TRUE VALUE	CREDIT INVOICE-RETURN PIPE PLUG	\$ (2.00)
	SLAVENS TRUE VALUE	BLK SAFE WALK	\$ 5.98
	SLAVENS TRUE VALUE	GALV NIPPLE/SEAL TAPE	\$ 6.93
	SLAVENS TRUE VALUE	HOSE	\$ 9.09
	SLAVENS TRUE VALUE	ELBOW	\$ 9.84
	SLAVENS TRUE VALUE	CONCRETE MIX	\$ 12.38
	SLAVENS TRUE VALUE	BRUSH/ENAMEL	\$ 13.63
	SLAVENS TRUE VALUE	BATTERY	\$ 20.92
	SLAVENS TRUE VALUE	GLOVES	\$ 22.07
	SLAVENS TRUE VALUE	HILLMAN FASTENERS/MARKER	\$ 41.41
	SLAVENS TRUE VALUE	PVC PIPE	\$ 68.20
	THE PLUMBING STORE	COPPER/REPAIR COUPLING	\$ 16.42
	THE PLUMBING STORE	SUPPLIES	\$ 58.93

## EXPENDITURE LIST FOR WEEK ENDING MAY 27, 2021

Department	Vendor Name	Description	Amount
	THE PLUMBING STORE	BALL VALVE	\$ 61.69
	ALL AMERICAN SPORTS MATERIAL	Stabilized red infield mix for ball fields per bid	\$ 3,513.25
		Total	\$ 6,744.29
Shop	REDBURN TIRE COMPANY	11R22.5 Tires - Spares	\$ 734.00
	REDBURN TIRE COMPANY	11R22.5 Tires, Mounted, Service Call - Unit #99	\$ 944.00
	CHOICE BUILDING SUPPLY	SILICONE/HANDLE	\$ 30.98
	TRU WEST CDJR	Program PCM - Unit 58	\$ 137.50
	SENERGY PETROLEUM	E10 Unleaded Gas Removed from Tanks 1&2 - 1	\$ (11,908.90)
	SENERGY PETROLEUM	86 Unleaded Gas for Service Center	\$ 14,819.82
	XEROX CORPORATION	Blanket PO- C8045 AltaLink Color Copier, s/n 81	\$ 478.93
		Total	\$ 5,236.33
Technology	DELL MARKETING L.P.	Dell XPS 17 9710 Laptop - Quote 30001128028	\$ 11,999.94
	AVAYA INC	DAAS J179 IP Phone No Power Supply Subscription	\$ 159.84
	AVAYA INC	DAAS JEM24 Subscription 3yr Annual 407718	\$ 174.24
	AVAYA INC	DAAS B199 SIP Conference Phone Subscription	\$ 841.68
	AVAYA INC	DAAS J139 IP Phone Subscription 3yr Annual 40	\$ 1,179.36
	AVAYA INC	DAAS J158 IP Phone Subscription 3yr Annual 40	\$ 3,654.72
	DELL MARKETING L.P.	Precision 3260 Compact Desktop Computer - #3	\$ 1,302.97
		Total	\$ 19,312.75
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 385.25
	ATMOS ENERGY	GAS	\$ 84.46
	ATMOS ENERGY	GAS	\$ 91.64
		Total	\$ 561.35
Rec Center	MONTEZUMA COUNTY HEALTH DEPARTMENT	TWINRIX	\$ 140.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 8,476.28
	BRAND CENTRAL	FURNISHED JACKETS	\$ 44.00
	ALPINE SECURITY & ELECTRONICS	REPAIR-BATTERY	\$ 345.00
		Total	\$ 9,005.28
Water	MANE SHIPPING LLC	SHIPPING CHARGES-BACKFLOW	\$ 15.68
	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 121.50
	MONTEZUMA WATER COMPANY	57371-WATER	\$ 299.40
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 56.69
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintenan	\$ 89.23
	AT&T MOBILITY	PHONE-IPADS	\$ 253.41
	BORDER STATES INDUSTRIES, INC	155782 #10 Solid wire, 500 ft/spl	\$ 830.58
	MOUNTAINLAND SUPPLY COMPANY	Ford INSERT-51 3/4 CTS SS Insert for PE Pipe	\$ 225.71
	MOUNTAINLAND SUPPLY COMPANY	Ford FB1000-3-Q-NL 3/4 Corp Stop CCxCTS Quick	\$ 382.86
	PARTNERS IN PARTS, INC.	SOCKET	\$ 16.43
	CONSERVATION MART	10912 Water Conservation Kits - Quote 489298	\$ 2,846.00
		Total	\$ 5,137.49

## EXPENDITURE LIST FOR WEEK ENDING MAY 27, 2021

Department	Vendor Name	Description	Amount
CCN Fund	APEX TELECOM LLC	Professional Services - Place patch panels, pull f	\$ 1,040.00
		Total	\$ 1,040.00
Refuse	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL	\$ 115.00
	ECOTRACK FLEET MANAGEMENT	Blanket PO - Route4Me Routing Solution	\$ 240.00
	FOUR CORNERS WELDING & GAS SUPPLY	Blanket PO - Welding supplies for Dumpster Re	\$ 371.18
	CUSTOM PRODUCTS CORPORATION	RSH39340650 6x50yd 3M 3934 Orange HIP Ref	\$ 156.94
		Total	\$ 883.12
Total			\$ 71,450.69

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
City Council	MICHAEL F. GREEN, PC	LEGAL SERVICES-GENERAL	\$ 4,153.40
		Total	\$ 4,153.40
Human Resources	AT&T MOBILITY	PHONE	\$ 54.56
		Total	\$ 54.56
Municipal Court	PADILLA LAW P.C.	MUNICIPAL COURT PROFESSIONAL SERVICES	\$ 112.00
	PADILLA LAW P.C.	MUNICIPAL PROFESSIONAL SERVICES	\$ 1,549.58
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-BEGAY	\$ 40.00
	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 884.00
	MICHAEL F. GREEN, PC	LEGAL SERVICES-MUNICIPAL COURT	\$ 351.00
		Total	\$ 2,936.58
City Manager	SAMBA HOLDINGS, INC.	USAGE	\$ 153.96
		Total	\$ 153.96
Finance	POSTAL PROS, INC.	PRINTING/MAILING	\$ 518.06
		Total	\$ 518.06
City Clerk	BALLANTINE COMMUNICATIONS	MUNICIPAL CLERKS APPRECIATION WEEK	\$ 299.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 8.97
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 10.92
	FLOWER COTTAGE	PLANT FOR SCHARNHORST	\$ 67.50
		Total	\$ 386.39
Grants	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES-LATE FEE CREDIT	\$ (5.26)
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 14.99
		Total	\$ 9.73
Events	CORTEZ RENDEZVOUS	SPONSOR HOT AIR BALLOON RALLY	\$ 600.00
	JIM DODSON	CITY OF CORTEZ DIRECTORY DESIGN	\$ 350.00
	MESA VERDE COUNTRY V.I.B.	BEAUTIFICATION PROJECT	\$ 300.00
	PIONEER PRINTING	BUSINESS CARDS	\$ 80.00
	PIONEER PRINTING	GRANT SIGNS	\$ 108.00
	WILDEDGE BREWING COLLECTIVE LLC	BEAUTIFICATION PROJECT	\$ 200.00
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 56.25
		Total	\$ 1,694.25
Library	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 43.10
	CITY OF CORTEZ	FIBER	\$ 3,503.40
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 1,291.36
	CORTEZ SANITATION DISTRICT	001536-SEWER	\$ 43.00
	CITY OF CORTEZ	3120-REFUSE	\$ 135.60
	CITY OF CORTEZ	3120-WATER	\$ 28.63
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - LB	\$ 29.35

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	WESTERN PAPER DISTRIBUTORS	BLS-91045 2-ply Toilet Paper - LB	\$ 38.76
	INGRAM LIBRARY SERVICES	BOOKS	\$ 15.60
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.67
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.22
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.25
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.79
	INGRAM LIBRARY SERVICES	BOOKS	\$ 25.04
	INGRAM LIBRARY SERVICES	BOOKS	\$ 49.50
	INGRAM LIBRARY SERVICES	BOOKS	\$ 72.34
	INGRAM LIBRARY SERVICES	BOOKS	\$ 263.08
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 65.55
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 87.99
		Total	\$ 5,761.23
City Hall Operations	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 99.55
	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	002965-SEWER	\$ 43.00
	ATMOS ENERGY	GAS	\$ 490.39
	CITY OF CORTEZ	6724-REFUSE	\$ 192.95
	CITY OF CORTEZ	6724-WATER	\$ 151.14
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - CH	\$ 39.84
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - CH	\$ 58.70
	WESTERN PAPER DISTRIBUTORS	BLS-91045 2-ply Toilet Paper - CH	\$ 77.52
	AMAZON CAPITAL SERVICES	Guardian Dock Bumper 14 x 10 x 4-1/2 Laminatae	\$ 113.98
		Total	\$ 1,866.71
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2022	\$ 2,501.00
	MONICA'S CLEANING SERVICE LLC	JANITORIAL SERVICE-JUNE 2022	\$ 1,530.00
	CENTURYLINK	PHONE	\$ 81.29
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 43.10
	CITY OF CORTEZ	FIBER	\$ 806.76
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 494.73
	CORTEZ SANITATION DISTRICT	001620-SEWER	\$ 43.00
	ATMOS ENERGY	GAS	\$ 60.67
	CITY OF CORTEZ	3310-REFUSE	\$ 94.80
	CITY OF CORTEZ	3310-WATER	\$ 32.01
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - WC	\$ 39.84
	WESTERN PAPER DISTRIBUTORS	BLS-91045 2-ply Toilet Paper - WC	\$ 77.52
	TOP LINE INSTALLERS INC.	Roof Service Call/Material & Labor - Welcome Cen	\$ 428.09
		Total	\$ 6,232.81
Police Department	AT&T MOBILITY	PHONE	\$ 39.48
	AT&T MOBILITY	PHONE	\$ 131.37
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 280.00
	AXIS HEALTH SYSTEM	JAIL CONTRACT	\$ 350.00

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

[illegible]

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	AMAZON.COM SERVICES, INC	North End mens vest	\$ 86.54
	AMAZON.COM SERVICES, INC	Cole Haan oxford	\$ 149.00
	CENTURYLINK	PHONE	\$ 57.78
	CENTURYLINK	PHONE	\$ 77.37
	CENTURYLINK	PHONE	\$ 125.72
	CITY OF CORTEZ	FIBER	\$ 1,136.52
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 188.67
	CORTEZ SANITATION DISTRICT	002756-SEWER	\$ 59.00
	ATMOS ENERGY	GAS	\$ 39.53
	ATMOS ENERGY	GAS	\$ 86.81
	CITY OF CORTEZ	6008-REFUSE	\$ 218.30
	CITY OF CORTEZ	6008-WATER	\$ 52.29
	GRAINGER	31DK84 Trash can liners, black, 38x58	\$ 89.52
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - PD	\$ 59.76
	WESTERN PAPER DISTRIBUTORS	BLS-91045 2-ply Toilet Paper - PD	\$ 116.28
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - PD	\$ 146.75
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 19.04
	CBW ENTERPRISES LLC	Service Call/Materials/Labor - Repair water drinki	\$ 255.00
		Total	\$ 9,194.00
Animal Shelter	DOLORES ANIMAL HOSPITAL	CASTRATION	\$ 60.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATION/VACCINATIONS	\$ 543.00
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 43.10
	CITY OF CORTEZ	FIBER	\$ 650.20
	CORTEZ SANITATION DISTRICT	003070-SEWER	\$ 75.00
	CITY OF CORTEZ	7010-REFUSE	\$ 54.00
	CITY OF CORTEZ	7010-WATER	\$ 72.57
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 40.00
	SLAVENS TRUE VALUE	SUPPLIES	\$ 97.30
	SONNY'S APPLIANCE REPAIR & SALES	APPLIANCE REPAIR	\$ 425.99
		Total	\$ 2,061.16
Public Works	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 120.00
	NCSI	DRUG TESTING	\$ 37.00
	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 1,760.00
	MCC DRUG & ALCOHOL SCREENING	BREATH ALCOHOL TESTING	\$ 124.00
	AT&T MOBILITY	PHONE	\$ 226.89
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 362.63
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 9,874.06
	ENNIS PAINT, INC	985202-5P Fast Dry Yellow Traffic Paint, 5 gallon p	\$ 680.10
	ENNIS PAINT, INC	985201-5P Fast Dry White Traffic Paint, 5 gallon p	\$ 866.80
	SLAVENS TRUE VALUE	SCRAPER	\$ 38.99
		Total	\$ 14,090.47
Outdoor Pool	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 640.00



## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	NCSI	DRUG TESTING	\$ 92.50
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 48.75
	CITY OF CORTEZ	FIBER	\$ 323.80
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 452.76
	CORTEZ SANITATION DISTRICT	002640-SEWER	\$ 43.00
	CITY OF CORTEZ	6900-REFUSE	\$ 501.38
	CITY OF CORTEZ	5590-WATER	\$ 2.05
	SLAVENS TRUE VALUE	PAINTING SUPPLIES	\$ 116.96
	BRAND CENTRAL	SHIRTS FOR AQUATICS	\$ 769.50
	SLAVENS TRUE VALUE	STARTER CORD	\$ 10.00
	SLAVENS TRUE VALUE	SPRAY HOSE	\$ 16.73
	SLAVENS TRUE VALUE	NOZZLE/PVC	\$ 33.84
	SLAVENS TRUE VALUE	BATTERY/CLOCK/VINAGAR	\$ 35.80
	SLAVENS TRUE VALUE	MULTI TOOL/HILLMAN FASTENERS	\$ 73.81
	SLAVENS TRUE VALUE	HAND TRUCK/NOZZLE	\$ 118.26
	SLAVENS TRUE VALUE	AERO CLEAN SYSTEM	\$ 168.45
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 55.44
	RAINDROPS OF THE FOUR CORNERS	CHLORIDE FLAKE/PROGUARD TABLETS	\$ 1,174.56
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 285.94
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 378.80
	ALPINE SECURITY & ELECTRONICS	REPAIR DOOR SENSORS	\$ 95.00
	SLAVENS TRUE VALUE	CREDIT INVOICE-RETURN	\$ (79.83)
	SLAVENS TRUE VALUE	CREDIT INVOICE-FIR	\$ (22.72)
	SLAVENS TRUE VALUE	WASP KILLER/SAFE WALK	\$ 61.67
	SLAVENS TRUE VALUE	SAFE WALK	\$ 67.02
	SLAVENS TRUE VALUE	SUPPLIES	\$ 79.83
	SLAVENS TRUE VALUE	SUPPLIES	\$ 79.83
	SLAVENS TRUE VALUE	SUPPLIES	\$ 110.90
	PIONEER PRINTING	SWIMMING LESSON SHEETS/REGISTRATION FORM	\$ 364.00
		Total	\$ 6,098.03
Golf Pro	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 73.24
	CORTEZ SANITATION DISTRICT	001307-SEWER	\$ 59.00
	CITY OF CORTEZ	2618-REFUSE	\$ 192.95
	CITY OF CORTEZ	7618-WATER	\$ 65.81
		Total	\$ 391.00
Golf Course Maint	LE PEW PORTA-JOHNS INC.	Fuel Surcharge - 20%	\$ 62.00
	LE PEW PORTA-JOHNS INC.	Portolet Rental #16 Tee Monthly	\$ 310.00
	AT&T MOBILITY	PHONE	\$ 53.22
	CENTURYLINK	PHONE	\$ 64.96
	CITY OF CORTEZ	FIBER	\$ 563.80
	CORTEZ SANITATION DISTRICT	003446-SEWER	\$ 43.00
	CITY OF CORTEZ	7804-REFUSE	\$ 192.95
	CITY OF CORTEZ	7804-WATER	\$ 32.01

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	TARGET SPECIALTY PRODUCTS	TS Pro Mn Combo Liquid Fertilizer, 2.5 gallon cont	\$ 119.40
	TARGET SPECIALTY PRODUCTS	TS Pro 0-0-29 Liquid Fertilizer, 2.5 gallon containe	\$ 418.50
	TARGET SPECIALTY PRODUCTS	Cascade Plus Wetting Agent, 2.5 gallon container	\$ 2,120.00
	VAN DIEST SUPPLY COMPANY	Round-up Pro Max Herbicide, 2.5 gallon container	\$ 139.00
	VAN DIEST SUPPLY COMPANY	Super Marking Dye per gallon, 2.5 gal/container	\$ 145.50
	VAN DIEST SUPPLY COMPANY	Quicksilver Herbicide, 8 oz. bottle	\$ 672.00
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - GC	\$ 39.84
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - GC	\$ 58.70
	POTESTIO BROTHERS EQUIPMENT, INC	H142234 O-Ring	\$ 12.72
	POTESTIO BROTHERS EQUIPMENT, INC	BUC10918 9009A Scraper Kit	\$ 226.71
	POTESTIO BROTHERS EQUIPMENT, INC	AUC11610 Adapter	\$ 249.48
	POTESTIO BROTHERS EQUIPMENT, INC	AUC11609 Spindle	\$ 515.21
	R & R PRODUCTS INC.	RTCU32974 Seal	\$ 59.10
	R & R PRODUCTS INC.	RTCU32975 Seal	\$ 89.11
		Total	\$ 6,187.21
Parks	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 80.00
	NCSI	DRUG TESTING	\$ 18.50
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 200.00
	FULLMER FENCING	INSTALL CHAINLINK FENCING	\$ 1,200.00
	MONICA'S CLEANING SERVICE LLC	Blanket PO - 2022 Parks Restrooms Janitorial Serv	\$ 2,250.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance for Rodeo and Br	\$ 900.00
	AT&T MOBILITY	PHONE	\$ 117.77
	CENTURYLINK	PHONE	\$ 64.96
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 48.75
	CITY OF CORTEZ	FIBER	\$ 386.68
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 160.49
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 356.57
	CORTEZ SANITATION DISTRICT	002167-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003528-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002638-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	003177-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002612-SEWER	\$ 43.00
	CORTEZ SANITATION DISTRICT	002976-SEWER	\$ 47.00
	CORTEZ SANITATION DISTRICT	002639-SEWER	\$ 151.00
	ATMOS ENERGY	GAS	\$ 63.71
	CITY OF CORTEZ	PARKS-REFUSE	\$ 1,808.74
	CITY OF CORTEZ	PARKS-WATER	\$ 2,238.20
	CRUZAN IRRIGATION	SUPPLIES	\$ 9.86
	CRUZAN IRRIGATION	SUPPLIES	\$ 16.29
	CRUZAN IRRIGATION	SUPPLIES	\$ 172.27
	FERGUSON WATERWORKS #1116	PVC	\$ 59.15
	FOUR CORNERS SAWS	LINEHEAD/TRIMMER LINE	\$ 72.97
	PARTNERS IN PARTS, INC.	MIC LITE	\$ 29.89
	PARTNERS IN PARTS, INC.	BATTERY/CORE DEPOSIT	\$ 43.60

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 1.64
	SLAVENS TRUE VALUE	SANDPAPER	\$ 3.18
	SLAVENS TRUE VALUE	PAINT	\$ 7.27
	SLAVENS TRUE VALUE	BONDO	\$ 20.92
	SLAVENS TRUE VALUE	VALVE BOX/ADAPTER	\$ 21.65
	SLAVENS TRUE VALUE	RINGERS	\$ 32.74
	SLAVENS TRUE VALUE	PAINT	\$ 48.97
	SLAVENS TRUE VALUE	TENSION BAR	\$ 175.35
	SLAVENS TRUE VALUE	FIELD MARKER	\$ 230.40
	SPARKS PLUMBING	SUPPLIES	\$ 112.50
	THE PLUMBING STORE	HOSE GASKET	\$ 1.87
	THE PLUMBING STORE	PVC	\$ 9.26
	THE PLUMBING STORE	SUPPLIES	\$ 27.38
	FOUR CORNERS SAWS	SPARK PLUG	\$ 14.98
	SLAVENS TRUE VALUE	CLEANER	\$ 59.98
	SLAVENS TRUE VALUE	PAINT	\$ 116.12
		Total	\$ 11,595.61
Recreation	NCSI	DRUG TESTING	\$ 92.50
		Total	\$ 92.50
Planning & Building	AT&T MOBILITY	PHONE	\$ 243.36
	ZU GALLERY	CATERING	\$ 146.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 11.70
		Total	\$ 401.06
Shop	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet	\$ 363.60
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 40.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 50.00
	FOUR STATES TIRE CO.	New tires for Unit 863	\$ 699.84
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 32.76
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 89.11
	LAWSON PRODUCTS, INC.	1509223 High Solids Gloss White Spray Paint	\$ 57.36
	AUTOZONE	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 12.97
	HONNEN EQUIPMENT COMPANY	AT367635 Hydraulic filter - Short in shipment	\$ (104.11)
	HONNEN EQUIPMENT COMPANY	AT423052 Fuel filter	\$ 14.51
	HONNEN EQUIPMENT COMPANY	T230794 Gasket - Unit 11	\$ 31.81
	HONNEN EQUIPMENT COMPANY	Shipping	\$ 44.00
	HONNEN EQUIPMENT COMPANY	AT367635 Hydraulic filter	\$ 208.22
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 6.99
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-CORE DEPOSIT	\$ (18.00)
	PARTNERS IN PARTS, INC.	CREDIT INVOICE-OIL FILTER	\$ (7.36)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 3.99
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 9.39
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 18.66

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 20.98
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 28.34
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 41.18
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 199.49
	ROBERTS TRUCK CENTER	3557936C1 Tank mounting assembly - Unit 725	\$ 60.74
	ROBERTS TRUCK CENTER	Materials/Labor- Replace exhaust manifold, EGR d	\$ 14,760.24
	SUPERIOR AUTO	CREDIT INVOICE-GOLF CART BATTERY	\$ (162.00)
	SUPERIOR AUTO	CREDIT INVOICE-ALTERNATOR	\$ (55.00)
	SUPERIOR AUTO	CREDIT INVOICE-OIL PRESS SWITCH	\$ (21.30)
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 1.52
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 4.89
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 5.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.60
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 8.77
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 9.83
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 11.30
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 12.94
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 14.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 16.80
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 17.21
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 20.26
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 28.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 28.21
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 29.86
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 35.41
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 79.16
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 98.70
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 102.08
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 229.79
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 510.40
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 712.68
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 712.68
	SENERGY PETROLEUM	Unleaded Gas for Golf Course	\$ 1,543.07
	SENERGY PETROLEUM	86UL Unleaded Gas for Service Center	\$ 7,503.06
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 94.07
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 93.38
	PITNEY BOWES PURCHASE POWER	Blanket PO- Postage for Service Center	\$ 208.99
	CITY OF CORTEZ	FIBER	\$ 256.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 63.45
	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	\$ 622.32
	OFFICE DEPOT	795948 Writing Pads 5 x 8, Dozen	\$ 5.73

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
	OFFICE DEPOT	220690 Packing Tape 2 Inch, 6/pkg	\$ 10.41
	OFFICE DEPOT	625529 Writing Pads 8.5 x 11.75, 8/pkg	\$ 22.32
	OFFICE DEPOT	790761 Pilot G2 31020 Black Pens, Dozen	\$ 35.84
	OFFICE DEPOT	790801 Pilot G2 31021 Blue Pens, Dozen	\$ 35.84
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - SC	\$ 88.05
	XEROX CORPORATION	Blanket PO- B7035 WorkCenter s/n 5DA859596, B	\$ 319.73
	AMAZON CAPITAL SERVICES	Guardian Dock Bumper 14 x 10 x 4-1/2 Laminatae	\$ 113.98
		Total	\$ 30,648.99
Technology	AT&T MOBILITY	PHONE	\$ 46.12
	CENTURYLINK	PHONE	\$ 70.55
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 6.68
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 572.05
		Total	\$ 695.40
Self-Insured Health	TRIAD EAP	EAP SERVICES JUNE 2022	\$ 1,257.60
		Total	\$ 1,257.60
Equipment	MOREHART MURPHY REGIONAL AUTO	2022 3/4 ton 4WD Chevrolet w/Utility Bed per Co	\$ 50,942.15
		Total	\$ 50,942.15
Airport	CENTURYLINK	PHONE	\$ 66.50
	CITY OF CORTEZ	8114-REFUSE	\$ 36.93
	MONTEZUMA COUNTY WATER DIST.	M064-WATER	\$ 50.00
	MONTEZUMA COUNTY WATER DIST.	WATER-M068	\$ 54.10
		Total	\$ 207.53
Dispatch	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 105.30
	PARKER'S WORKPLACE SOLUTIONS	NOTARY STAMP-PADILLA	\$ 22.62
		Total	\$ 127.92
Rec Center	NCSI	DRUG TESTING	\$ 55.50
	FARMERS TELECOMMUNICATIONS INC	PHONE	\$ 90.14
	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	003051-SEWER	\$ 567.00
	ATMOS ENERGY	GAS	\$ 1,041.37
	CITY OF CORTEZ	6964-REFUSE	\$ 192.95
	CITY OF CORTEZ	6964-WATER	\$ 313.65
	RAINDROPS OF THE FOUR CORNERS	MURIATIC ACID	\$ 547.12
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 157.57
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 178.78
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 332.45
	ZOGICS	WELLNESS CENTER WIPES	\$ 1,163.60
	SLAVENS TRUE VALUE	GFCI	\$ 27.99
		Total	\$ 5,267.76

## EXPENDITURE LIST FOR WEEK ENDING JUNE 10, 2022

Department	Vendor Name	Description	Amount
Water	POSTAL PROS, INC.	POSTAGE	\$ 608.16
	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab testing for Bac-T's	\$ 350.00
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL-HUNT	\$ 80.00
	MCC DRUG & ALCOHOL SCREENING	BREATH ALCOHOL TESTING	\$ 107.00
	CENTURYLINK	PHONE	\$ 57.78
	CITY OF CORTEZ	FIBER	\$ 556.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 77.03
	CITY OF CORTEZ	7822-REFUSE	\$ 54.00
	DPC INDUSTRIES, INC.	Blanket PO - Sodium Hypochlorite 10% T-CHLOR	\$ 9,194.02
	THATCHER CHEMICAL CO.	Blanket PO - Liquid Alum AL2	\$ 7,213.12
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - WP	\$ 29.35
	USA BLUEBOOK	36820 Brush, medium	\$ 4.35
	USA BLUEBOOK	36830 Brush, large	\$ 4.70
	USA BLUEBOOK	36810 Brush, small	\$ 15.68
	USA BLUEBOOK	37772 PHC28101 Probe	\$ 532.00
	COLORADO WATERWISE COUNCIL	Membership Renewal - Water Utility - Small	\$ 500.00
	USA BLUEBOOK	94082 Flex-Pro A2 Chlorine Pump w/ext speed co	\$ 5,024.53
	DRUG & ALCOHOL TESTING ASSOC	DRUG TESTING	\$ 75.00
	MCC DRUG & ALCOHOL SCREENING	BREATH ALCOHOL TESTING	\$ 62.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Locator Notification Charges	\$ 117.00
	AT&T MOBILITY	PHONE	\$ 105.47
	USA BLUEBOOK	87890 Hach DR300 Pocket Chlorine Colorimeter	\$ 537.94
	GRAND JUNCTION WINWATER WORKS	STATEMENT FINANCE CHARGE	\$ 105.63
	SLAVENS TRUE VALUE	Fasteners for meter - Popeyes	\$ 15.92
	SLAVENS TRUE VALUE	Fasteners for meter - Popeyes	\$ 23.92
	SLAVENS TRUE VALUE	HOSE	\$ 68.24
		Total	\$ 25,518.84
CCN Fund	APEX TELECOM LLC	Professional Services - Splicing and verification of	\$ 2,470.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 106.60
	CITY OF CORTEZ	FIBER	\$ 1,337.40
	MAMMOTH NETWORKS	Blanket PO - D1A, CRTZ2018-001R 2Gbps commit	\$ 1,695.00
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless inter	\$ 1,914.80
		Total	\$ 7,523.80
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 608.16
	HOPE K BARKHURST MD	PRE-EMPLOYMENT PHYSICAL	\$ 115.00
	NCSI	DRUG TESTING	\$ 18.50
	ECOTRACK FLEET MANAGEMENT	Blanket PO - Route4Me Routing Solution	\$ 240.00
	AT&T MOBILITY	PHONE	\$ 28.43
	DAN PATRICK	REIMBURSEMENT FOR WORK CLOTHING	\$ 16.06
		Total	\$ 1,026.15
Total			\$ 197,094.86



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a Modification of Premises for Chronic Therapy-Cortez LLC, located at 1020 South Broadway, Cortez, to allow for a walk-up window on the premises.

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**Attachments**

Report of Changes - Chronic

DR 8545 (12/27/19)  
 COLORADO DEPARTMENT OF REVENUE  
 Marijuana Enforcement Division  
 Colorado.gov/revenue/mehd

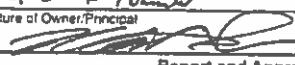
**Marijuana Enforcement Division**  
**Report of Changes**  
 (Keep a copy of this application for your records)

License Number(s) (All Answers Must Be Printed Legibly or Typewritten)		
402K-00717		
1. Legal Business Name		
Chronic Therapy - Cortez LLC		
2. Current Business Address		
1020 South Broadway		
City	State	ZIP
Cortez	CO	81321
3. Primary Contact Person for Business		Primary Contact Phone Number
Title		
4. Mailing Address for Business		
1020 South Broadway		
City	State	ZIP
Cortez	CO	81321
Primary Contact Email		
<b>1. Change Trade Name</b>		
Change of Trade Name / DBA only (Attach the following supporting documents)		
1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State		
2. Copy of new Trade Name registration		
Old Trade Name		
New Trade Name		
<b>COTN - Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Printed Last Name of Owner/Principal	First Name	Full Middle Name
Title	Date	
Signature of Owner/Principal		
Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.		



DR 8545 (12/27/19)

<b>Colorado Marijuana Enforcement Division</b> <b>Report of Changes Application Instructions</b> <b>APPLICATION CHECKLIST</b>	
<small>(Please refer to fee schedule on the website—<a href="http://www.colorado.gov/revenue/med">www.colorado.gov/revenue/med</a>)</small>	
<input type="checkbox"/> 1	<b>Types of Changes</b> <b>(refer to previous page for guidance on multiple licenses on one application)</b> A separate application packet must be submitted for each license affected by the change. Check the appropriate box below and proceed to the next page. <b>INCLUDE ALL ATTACHMENTS.</b> <div><input type="checkbox"/> 1) <b>To Change Trade Name (COTN):</b> Complete the COTN section on page 1. Submit a copy of the New Trade Name registration (from the Secretary of State's Office). <input type="checkbox"/> 2) <b>To Change Location (COL):</b> Complete the COL section on page 2 of the application. Include any required documentation. <input checked="" type="checkbox"/> 3) <b>To Modify Premises (MOP):</b> Complete page 3 of the application. Include any required documentation.</div>
<input type="checkbox"/> 2	<b>Application Submittal</b> Bring in or mail in application (check or money order only if mailed) and all attachments and requisite fees to: Marijuana Enforcement Division 1697 Cole Blvd., Suite 200 Lakewood, CO 80401  <b>NOTE:</b> Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.

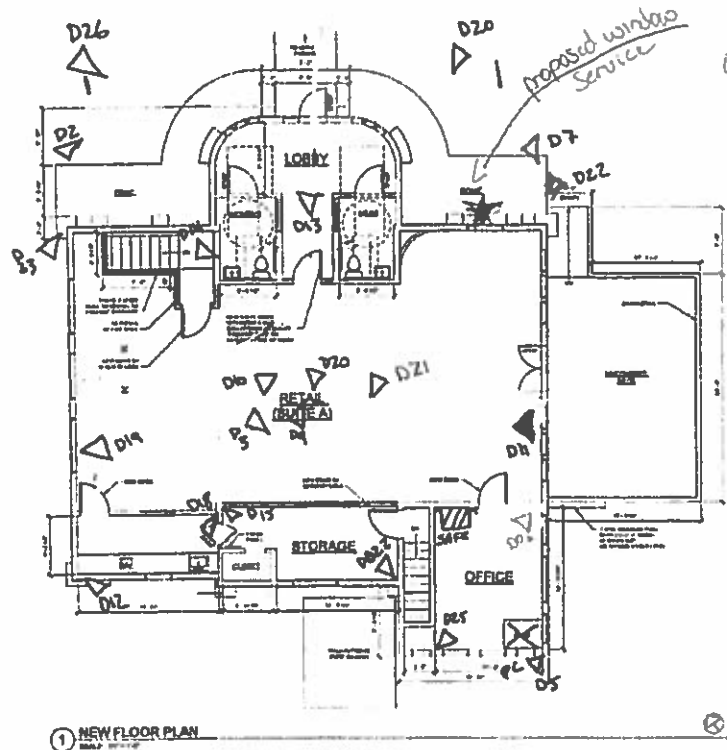
<b>3. Modification of Premises - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-260</b> (Note: Licensees may not modify their licensed premises until approved by state and local authorities.)		
A. Describe change proposal in detail. NOTE: "Complete remodel" or "See floor plans" will not be accepted. Adding camera to exterior of building above walk up window This will be a new camera on the north <del>end</del> window wall/roof directly above walk up window Walk up window will be for customers to pick up their orders - Requesting additional camera to be installed Requesting a walk up window to be allowed - The window is already installed when the Covid Emergency rules were put into place.		
B. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Attach a diagram of the current licensed premises and a separate diagram of the proposed changes for the licensed premises including security equipment locations.		
D. Attach REVISED lease, only if it was revised due to the modification.		
E. Attach proof of Landlord consent for modification (This may be the revised lease).		
<b>MOP - Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Printed Last Name of Owner/Principal Matt Sanders	First Name Matthew	Full Middle Name Nelson
Title CFO + Founder	Date 1/27/22	
Signature of Owner/Principal 		
<b>Report and Approval of Local Licensing Authority (City / County)</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S., as amended. Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).		
Printed Name of Local Licensing Rep		
Local Licensing Authority (City or County)	Date Filed With Local Authority	
Title	Date	
Signature of Local Licensing Representative		

Current 1/25/2022



# Proposed Security Diagram

- ▣ DVR / SAFE
- ▽ Camera
- | light pole
- ◇ Camera up high looking Down.



\* New proposed Camera window service here

CHRONIC THERAPY

1000 N. UNIVERSITY

CHICAGO, IL 60607

DATE: 11/18/17

DESIGN: [illegible]

PROJECT: [illegible]

SCALE: 1/8" = 1'-0"

A-2.1

3



Landlord Consent for walk up window Services

I, Matt Sanders (Landlord(s) name) consent to the modification of Chronic Therapy-Cortez LLC 1020, S Broadway Cortez, Co 81321 to use walk up window services to make sales to customers. The modification will include adding one camera to the exterior northside above the walk up window. The modification will also include allowing customers to pick up orders from this North Window.

Stress-In Management (Matt Sanders) 1/28/22  
Landlord(s) Printed Name Date

[Signature] 1/28/22  
Landlord(s) Signature Date

ChronicTherapy-Cortez LLC (Jaleen Lapray) 1/27/22  
Tenant(s) Printed Name Date

[Signature] 1/27/22  
Tenant(s) Signature Date



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a renewal application on a Retail Marijuana Store License Application for Durango Organics, LLP, DBA Durango Organics, located at 1013 East Main Steet, Cortez.

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**Attachments**

DO Organics Renewal



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

May 24, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A RETAIL MARIJUANA STORE  
LICENSE APPLICATION FOR DURANGO ORGANICS, LLP, DBA  
DURANGO ORGANICS, LOCATED AT 1013 EAST MAIN STREET,  
CORTEZ

#### BACKGROUND

The renewal Retail Marijuana Store License referred to above was filed in the City Clerk's office on March 28, 2022. The application appears to be complete and all fees were paid. Durango Organics moved into their new premises at 1013 East Main Street on March 1, 2022.

#### ISSUES

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

The sales tax account is current.

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

#### RECOMMENDATION

Staff recommends approval of a retail marijuana store license for Durango Organics, located at 1013 East Main Street, Cortez.



City Clerk's Office  
123 Roger Smith Avenue  
Cortez, Colorado 81321  
970-564-4008

**RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION FACILITY/  
RETAIL MARIJUANA TESTING  
FACILITY APPLICATION**

\_\_\_\_ New Application Fee  
\$7,000.00

X Renewal Fee (annually)  
\$5,250.00

\_\_\_\_ Transfer Ownership Fee  
\$2,850.00

\_\_\_\_ Transfer Location Fee  
\$7,000.00

X Retail Marijuana Store

\_\_\_\_ Retail Marijuana Testing Facility

\_\_\_\_ Retail Marijuana Cultivation Facility

Applicant is applying as:

\_\_\_\_ Corporation

X Partnership

\_\_\_\_ Individual\*

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other

\*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)

Applicant  
(Corporation/LLC)

Durango Organics, LLP

Applicant

(Sole Proprietor)

Last Name

First Name

Middle Initial

Trade Name of Establishment (DBA)

Durango Organics

Physical Address of Establishment

1013 E main Street Cortez, CO 81321

Mailing Address

72 Suttle Street Unit F, Durango, CO 81303

Telephone

(970) 565-1650

Email Address

docortez@outlook.com

Contact Person

Jonny Radding

Title

jonny@durangoorganics.com

Telephone

(970) 799-3732

Email Address

Owner / Partner



RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION FACILITY/RETAIL MARIJUANA TESTING FACILITY APPLICATION

Does the Applicant have legal possession of the premise for at least 1 year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

\_\_\_\_\_ Ownership X Lease \_\_\_\_\_ Other (attach information)

Is the premise to be licensed within 1500 feet of any principal campus of any college, university, or seminary, residential child care facility or other medical marijuana business? \_\_\_\_\_ Yes X No

If so, where \_\_\_\_\_

Is the applicant currently licensed as a medical marijuana center/on site optional premises cultivation and/or medical marijuana infused products manufacturer? X Yes \_\_\_\_\_ No

If Yes, Name of Licensee Durango Organics, LLP

Physical Address of Establishment 72 Suttle St. Unit F/G Durango  
12929 Hwy. 550 S. Durango  
1013 E. main street Cortez

Is the application currently licensed as a Retail Marijuana Store, Retail Marijuana Cultivation Facility, Retail Marijuana Products Manufacturer, and/or, Retail Marijuana Testing Facility? X Yes \_\_\_\_\_ No

If Yes, Name of Licensee Durango Organics, LLP

Physical Address of Establishment 72 Suttle St Unit F/G Durango  
1013 E. Main St. Cortez, 12929 Hwy. 550 S. Durango  
37 CR 232 Durango, 310 Belleview Ave. #2 Crested Butte

Attach as a separate page the names, phone numbers of individuals, partners and/or corporate officers (with titles), and all employees involved in this application. Also, please attach a copy of the current badge for each employee.

**I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.**

Signed: [Signature]  
(Must be signed by Individual Owner, Partner, or Officer)

Title: Owner / Partner

Printed Name: Jonathan Radding

Date: 3/14/2022

[Signature]

Owner / Partner

Aaron Miles

3/14/2022

RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION FACILITY/RETAIL MARIJUANA  
TESTING FACILITY APPLICATION

**Additional Documents to be Submitted with Application**

1. Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of the proposed Retail Marijuana Establishment.
2. Fingerprint Cards completed for each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of the proposed Retail Marijuana Establishment.
3. Copy of State Application.
4. Copy of Lease or Deed.
5. If premise is leased, attach a notarized statement from the owner of such property authorizing the submission of the application and stating that they approve the premises being licensed for a Retail Marijuana Establishment.
6. Acknowledgement attached and completed by the applicant stating that the applicant and its owners, officers, and employees may be subject to prosecution under Federal laws relating to the possession and distribution of controlled substances, that the City of Cortez accepts no legal liability in connection with the approval and subsequent operation of the Retail Marijuana Establishment; and that the application and documents submitted for other approvals relating to the Retail Marijuana Establishment operation are subject to disclosure in accordance with the Colorado Open Records Act.
7. Operating Plan to include:
  - A description of products and services to be provided by the Establishment, including an indication of whether the facility proposes to engage in the retail sale of food for human consumption.
  - A full architectural set of plans prepared by a Colorado licensed architect or other qualified design professional showing the layout of the center and the principal uses of the floor area including a depiction of where any services other than the dispensing of Retail Marijuana Establishment are proposed to **occur on the licensed premise**.
  - A security plan indicating how the applicant intends to comply with the requirements related to monitoring and securing the licensed premise as provided in Ordinance No. 1192, Series 2014, Section 15-419.

RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION FACILITY/RETAIL MARIJUANA  
TESTING FACILITY APPLICATION

ACKNOWLEDGEMENT FOR RETAIL MARIJUANA RELEASE

I declare that I, as applicant, acknowledge that the owners, officers, and employees of Durango Organics may be subject to prosecution under Federal laws relating to the possession and distribution of controlled substances, that the City of Cortez accepts no legal liability in connection with the approval and subsequent operation of the Retail Marijuana Establishment; and that the application and documents submitted for other approvals relating to the Retail Marijuana Establishment operation are subject to disclosure in accordance with the Colorado Open Records Act.

Signed: \_\_\_\_\_

(Must be signed by Individual Owner, Partner, or Officer)

Title: \_\_\_\_\_

Owner/Partner

Printed Name: \_\_\_\_\_

Jonathan Radding

Date: \_\_\_\_\_

3/14/2022

\_\_\_\_\_  
[Signature]

Owner/Partner

Aaron Miles

3/14/2022

RETAIL MARIJUANA STORE/RETAIL MARIJUANA CULTIVATION FACILITY/RETAIL MARIJUANA  
TESTING FACILITY APPLICATION

Question #6

Jonathan Aaron

I, Radding 3 Miles (applicant), understand that the applicant and its owners,

officers, and employees may be subject to prosecution under Federal laws relating to the possession  
and distribution of controlled substances, and that the City of Cortez has no legal liability for its  
approval of an applicants subsequent operation of any Retail or Medical Marijuana operation.

Applicants understand that any application and supporting documents submitted to the City of  
Cortez for use by the City of Cortez in processing the applicant's application for license, building and  
other permits are subject to disclosure under the Colorado Open Records Act.

  
Applicants Signature

3/14/2022  
Date

  
\_\_\_\_\_

3/14/2022  
Date



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. e.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Hotel and Restaurant Liquor License for La Casita de Cortez, LLC, DBA La Casita de Cortez, located at 332 East Main Street, Cortez.

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**Attachments**

Renewal- La Casita



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

6/6/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR  
LICENSE FOR LA CASITA DE CORTEZ, LLC, DBA LA CASITA DE CORTEZ,  
LOCATED AT 332 EAST MAIN STREET, CORTEZ.

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 23, 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 La Casita de Cortez, Located at 332 East Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. f.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Hotel and Restaurant Liquor License for Rosita Inc., DBA Tequila's, located at 1740 East Main Street, Cortez.

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**Attachments**

Renewal- Tequila's



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

6/6/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR  
LICENSE FOR ROSITA, INC., DBA TEQUILA'S, LOCATED AT 1740 EAST  
MAIN STREET, CORTEZ.

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 15, 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 Rosita Inc., DBA Tequila's, located at 1740 East Main Street, Cortez.





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. g.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Hotel and Restaurant Liquor License for Kashmien LLC, DBA Lotsa Pasta & That'za Pizza, located at 439 East Main street, Cortez.

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**Attachments**

Renewal- Lotsa Pasta



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

6/2/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR  
LICENSE FOR KASHMIEN LLC., DBA LOTSA PASTA & THAT'ZA PIZZA,  
LOCATED AT 439 EAST MAIN STRETT, CORTEZ.

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on June 1, 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 Lotsa Pasta & That'za Pizza, located at 439 East Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. h.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Tavern Liquor License for A&S LLC, DBA Angel's End Zone, located at 309 North Broadway, Cortez.

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**Attachments**

Renewal- Angel's End Zone



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

6/2/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A TAVERN LIQUOR LICENSE FROM A&S LLC, DBA ANGELS END ZONE, LOCATED AT 309 NORTH BROADWAY, CORTEZ

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 31, 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 Tavern Liquor License for A&S LLC., DBA Angel's End Zone Located at 309 North Broadway, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. i.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Events Permit to Southwest Colorado Canyons Alliance to host an event on Friday, July 8, 2022, from 5:00pm to 8:00pm, at Turquoise Raven Art Gallery, located at 104 East Main Street, Cortez.

---

**Attachments**

SEP- SW CO. Canyons Alliance



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

5/24/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR SOUTHWEST  
COLORADO CANYONS ALLIANCE

#### BACKGROUND

The application referred to above was filed with the City Clerk's office on May 23, 2022. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow Southwest Colorado Canyons Alliance to host a special event on Friday, July 8, 2022, from 5:00pm to 8:00pm at the Turquoise Raven Art Gallery, located at 104 East Main Street, Cortez,

#### ISSUES

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

#### RECOMMENDATION

Staff recommends approval of a Special Event Permit to Southwest Colorado Canyons Alliance to host a special event on Friday, July 8, 2022, from 5:00pm to 8:00pm at the Turquoise Raven Art Gallery, located at 104 East Main Street, Cortez,



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 2. j.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Change in Corporation Structure and Transfer of Ownership for Thai Cortez, LLC,  
located at 1430 East Main Street, Suites 1-4, Cortez.

---

**Attachments**

Thai Cortez- Change in Corp.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

6/1/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: CHANGE IN CORPORATION STRUCTURE AND TRANSFER OF OWNERSHIP  
FOR THAI CORTEZ, LLC, LOCATED AT 1430 EAT MAIN STRETT,  
SUITES 1-4, CORTEZ.

#### BACKGROUND

The Change in Corporation and Transfer of Ownership application have been completed and filed with the City Clerk on May 26, 2022. Current member Chotpachai Yapanya is transferring 33.3% ownership to Nikhom Thepmanee.

#### ISSUES

None

#### RECOMMENDATION

Staff recommends approval Change in Corporate Structure and Transfer of ownership for Thai Cortez, LLC.





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 5. a.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No. 1301, Series 2022

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**BACKGROUND**

See attached information.

**RECOMMENDATION**

Council will consider approving on second and final reading Ordinance No. 1301, Series 2022, an Ordinance approving a Ground Lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport.

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**Attachments**

Classic Air Lease Memorandum  
Ordinance No. 1301, Series 2022

**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: Jeremy Patton, Drew Sanders

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

SUBJECT: Classic Air Lease

ATTCH: Ordinance No. 1301  
Classic Air Lease

DATE: June 8, 2022

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

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Classic Air a medical air carrier wishes to base its local operation out of the Cortez Airport.

This lease provides for space to build a hangar and for parking.

As it is a forty year lease it requires an ordinance for approval.

Staff recommends approval of the lease and if you agree please make the following motion:

I move to approve Ordinance No. 1301, Series 2022, on second and final reading.

Thank you

**ORDINANCE NO. 1301  
SERIES 2022**

**AN ORDINANCE AUTHORIZING AND APPROVING A GROUND LEASE WITH CLASSIC AIR  
MEDICAL FOR CONSTRUCTION OF AN AIRCRAFT HANGAR  
AT THE CORTEZ MUNICIPAL AIRPORT**

WHEREAS, Classic Air Medical wishes to lease ground from the City in order to build a hangar to store aircraft used for local medical air activity.

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

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

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

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

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

**PUBLIC HEARING.** This ordinance shall be considered for second or final reading on the 14th day of June, 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 24th DAY OF MAY, 2022.

CITY OF CORTEZ

ATTEST:

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

  
\_\_\_\_\_  
RACHEL B. MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 14th DAY OF JUNE, 2022.

CITY OF CORTEZ

ATTEST:

\_\_\_\_\_  
RACHEL B. MEDINA, MAYOR

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

APPROVED AS TO FORM:

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

**AIRPORT LAND LEASE AND  
HANGAR DEVELOPMENT AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cortez, Colorado, hereafter referred to as "City", and Classic Air Medical hereafter referred to as "Classic." The purpose of this agreement is a land lease for aircraft hangar construction and aeronautical use by Classic.

For and in consideration of the rent to be paid to the City by Classic at the times, in the amounts, and under the conditions expressed below, and in further consideration of the mutual covenants contained herein, City hereby leases, lets and rents to Classic the following described tract of land, located at the Cortez Municipal Airport (the "Airport") in Montezuma County, Colorado, more particularly described below:

A tract of land in the East half of Section 8, T.35 N., R. 16 W., of New Mexico Principal Meridian, Montezuma County, Colorado, being more particularly described as follows:

South Hangar Lot #9

Measuring 125 feet wide by 120 feet deep with 40 feet by 20 feet of parking area adjacent to the Northwest of the structure;

Totalling 15,800 square feet of land leased.

Together with access on, over, and across City's property for access to the leased land (collectively known as the "Premises")

Classic is authorized by the City of Cortez to construct a structure, the hangar, measuring 114 feet wide by 95 feet deep, on the premises. This agreement does not convey any ownership of the real property described above to Classic but is a ground lease only.

**TERM**

A. The term of this lease (initial term) shall be for a period of forty (40) years, beginning on \_\_\_\_\_ and ending \_\_\_\_\_, unless terminated as provided in elsewhere in this agreement. At the expiration or termination, of this lease all improvements will be removed by Classic, unless the lease is extended by mutual agreement to the parties, or City and Classic mutually agree that any improvement constructed by Classic remain on the premises with ownership of any and all improvements on the premises transferring to City at the final termination of this lease.

B. So long as Classic is not in default under the terms of this agreement, Classic may renew this agreement

for an additional ten (10) year term at the end of the Initial Term by notifying the City in writing of its intent to renew this lease at least sixty (60) days in advance of the expiration date of the Initial Term. At the termination or expiration of the first renewal term, Classic may again renew this lease for an additional ten (10) years by notifying the City in writing of Classic's intent to renew this lease at least sixty (60) days in advance of the expiration of the first renewal term. Additional renewals may be exercised at ten (10) year intervals if and after Classic gives written notice of its intent to renew as described above.

## **RENT**

- A. The land rent shall be based on \$0.39 per square foot (\$6,162 per year) in year one, to be paid to City, by Classic.
- B. Subsequent years' lease rate shall be adjusted annually by City according to the published Consumer Price Index (CPI), or its equivalent, should the CPI no longer be published by the Federal government in its present form, in future years. Should the CPI be negative in any year or years, the rate will remain unchanged for the next annual period.
- C. If Classic fails to pay when due any amount required to be paid to the City by Classic, such unpaid amount will accrue interest at the rate of ten percent (10%) per annum commencing from the due date until fully paid. In addition, City may charge a late fee of fifty dollars (\$50) per late payment.
- D. In the event City is required to initiate collection of unpaid rent or other charges, then Classic agrees to pay all costs of collection, including attorney's fees.

## **USE OF LEASED PREMISES**

The premises may be used only for storage of Aircraft (Aircraft) owned or leased by Classic, items related to the stored Aircraft, and personal or business vehicles parked by Classic employees while flying or performing maintenance on the Aircraft. The Premises shall not be used for warehousing of Classic's or anyone else's personal property. No residential use shall be permitted of the hangar. Classic shall not perform any aircraft repairs or maintenance on the Premises to other than the stored Aircraft. Classic shall not use the Premises for other commercial purposes except as directly related to the Aircraft which are used in its business. In addition, the storage and accumulation of flammable or hazardous materials in or near the hangar is prohibited except for storage of such types of materials and in such amounts as are required for the normal operation and maintenance of the Aircraft. Classic shall not enter into other uses not specifically authorized by this agreement.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

Classic agrees to comply strictly with all Federal, State, and Local laws, rules, regulations etc. related to the Premises, use of the Premises or the Aircraft. Classic shall pay all Federal, State, and local taxes assessed on the hangar and Aircraft stored within.

## **CONSTRUCTION**

Prior to the construction of any structure, modifications, or additions to existing structure, all plans shall be submitted to, reviewed and approved by the City of Cortez Building Department. All buildings shall be constructed according to the State, County and City of Cortez building codes in force or effect at the time of construction. Classic shall obtain any necessary building permits or other required permits (electrical, plumbing etc.) required by Federal, State or Local Law prior to construction. The City of Cortez Building Inspector shall conduct inspections of the facility during construction. Notwithstanding the foregoing City agrees to cooperate with Classic in order for Classic to obtain any and all necessary permits, consents from agencies with jurisdiction over the Premises and/or the construction of the hangar or operation of Classic's business so long as City incurs no liability or cost. In the event that Classic is unable to obtain any approval herein within a reasonable time, except when due solely to Classic's own fault. Classic shall be released from its obligation to construct the hangar and shall be entitled to terminate this agreement upon sixty (60) days written notice to City.

Classic agrees to, and is responsible for, the following:

1. All hangar design construction utilities, maintenance and billing.
2. To construct and pave connecting apron according to the specifications of the City.
3. To design the hangar in such a manner to blend in with architectural and general appearance of the adjoining airport facilities.
4. If a propane tank is installed, it shall conform to Federal, State and Local codes for its location and method of installation.
5. Parking area shall be an all-weather surface, i.e. gravel, concrete, asphalt, and approved by the City Building Inspector.
6. Classic or its contractor shall meet security requirements of the Airport during construction, as defined by the Airport manager.
7. Any septic systems requested by Classic shall be addressed by the City allowing for a variety of possible solutions. A separate document, as a modification to this lease agreement will be entered into, details of which will be outlined as determined by the applicable State, Federal or Local regulations for a particular installation.

8. Any material interior additions or modifications to the hangar must be approved in advance by City, to ensure compliance with State, Federal or Local regulations for a particular installation.

Classic agrees that at its own expense, it shall move, re-locate or change any structure built upon the Premises which may, in any way, violate any of the rules, codes, and regulations of Federal, State, or Local governments. If there are any structures existing on the Premises at the time of execution of the agreement City will cause said structures to be demolished, moved, relocated, or remodeled at City's expense, if any are not in compliance with existing Federal, State or Local laws.

#### TITLE OF DESIGNATED IMPROVEMENTS TO REVERT

At termination or expiration of lease, all improvements constructed by Classic shall be titled to the City. Any improvements deemed unusable or undesirable shall be removed at City's direction and Classic's expense within ninety (90) days after lease expiration, however, if Classic wishes to abandon said improvements and City deems them acceptable, upon written agreement the improvements may remain and ownership shall vest with City at the final termination or expiration of this lease.

#### INSURANCE

Classic agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Classic shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

Classic shall procure and maintain, and shall cause each Subcontractor of Classic to procure and maintain or insure the activity of Classic's Subcontractors in contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee.



Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and THREE MILLION DOLLARS (\$3,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000), aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The Policies required above, except for the Worker's Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Classic. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. Classic shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be properly endorsed and completed by the Classic's insurance agent as evident that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of Classic to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be paid by Classic to City upon demand, or City may offset the cost of the premiums against any monies due to Classic from the Owner.

The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act. §24-10-101 et seq, 10 C.R.S., as may be amended from time to time, or otherwise available to City its officers, or its employees.

#### **RIGHT OF ACCESS**

City shall have the right to enter the Premises at reasonable times after twenty-four (24) hours advance written notice (except in the event of an emergency in which event only such notice as may be reasonable under the circumstances will be required), for the purposes of inspection to determine if the conditions and requirements of the lease are being complied with by Classic. Classic agrees to provide access for any inspections required by any Federal, State or Local law. Should the buildings or grounds prove to be deficient in maintenance or in need of repair, Classic agrees to take whatever action is necessary to bring the facility back into compliance with the maintenance and repair standards as set forth herein within thirty (30) days of written notice by the City. If necessary repairs require more than thirty (30) days to complete the work, additional time may be granted by City in writing, such addition grant of time shall not be unreasonably withheld. Classic shall proceed in good faith to complete such work as soon as possible. Failure to make necessary repairs or maintenance so shall be considered a breach of this contract. Should Classic fail to bring the facility back into compliance within thirty (30) days of written notice or as otherwise set out in this agreement, City may make the necessary repairs or maintenance and bill Classic for the actual cost to the City of same. If it necessary for City to institute legal action to collect unpaid maintenance or repair charges, Classic agrees to pay all cost of collection including, but not limited to, reasonable attorney's fees, court costs and other related costs of collection.

#### **ASSIGNABILITY**

This lease agreement shall not be conveyed or assigned to a third party except with the express written consent of City which consent shall not be unreasonably withheld. City reserves the right to renegotiate any and all portions of this agreement with said third party who shall not rely upon this agreement as a reason or basis for sub-leasing or assignments. No partial or total sublease of the hangar or other shared use agreement of the hangar shall occur without prior written request made by Classic to the City and prior written consent by City which consent shall not be unreasonably withheld. Notwithstanding anything in this to the contrary, City's consent shall not be required for any Classic transfer to: (i) any affiliate which controls, is controlled by or is under common control with Classic, (ii) any business entity in which or with which Class, an affiliate of Class, or their respective corporate successors or assigned, is merged or consolidated, or (iii) any business entity that acquires all or substantially all of Classic's assets

or Classic's ownership interest necessary to control Classic.

#### **ABANDONMENT**

Should Tenant abandon Premises, cease paying rent, and fail to use the same for a period of ninety (90) consecutive days, then, this Lease Agreement may be terminated by the City, and title to all improvements on Premises shall then pass to and vest in City.

#### **TERMINATION OF LEASE**

Should Classic fail to comply with the provisions of this lease in any respect, City retains the right to terminate this lease in accordance with the provisions of this agreement. Both parties retain the right to voluntarily terminate this lease upon mutual written consent. Upon termination for noncompliance of any portion of this agreement by Classic or City in accordance with this section, Classic shall have thirty (30) days to remove all personal property including structures from the Premises unless an extension is agreed to in writing by Classic and City. All improvements and other property of Classic not removed after thirty (30) days shall then become property of City.

#### **MAINTENANCE**

Classic agrees to keep the Premises and improvements thereon in a clean, neat and orderly condition at all times. Vegetation shall be kept trimmed to a height not exceeding 6 inches. If repeated violations are noted by Airport staff and after a thirty (30) day written notice to Classic, City shall take measures to correct the violation and Classic agrees to pay all actual costs of the City to correct the violation. Classic agrees to make repairs within thirty (30) days of notice written notice of violations by City to Classic or, if the necessary repairs require more than thirty (30) to complete such work, Classic shall proceed in good faith to complete such work as soon as possible. Damaged panels, broken windows, peeling paint and heaved or broken pavement, are examples of conditions that will not be tolerated.

#### **AIRPORT RESPONSIBILITIES**

Classic shall have use of the Cortez Municipal Airport facilities including runways and taxiways, excepting commercial aprons and other leased areas. City will provide snow removal to Classic's adjoining ramp within a reasonable time following snowfall, noting that commercial operations take precedence and that Classic's operations are considered commercial operations.

## **ENFORCEMENT**

A delay by either party in enforcing provisions of this lease does not constitute a waiver of enforcement. If either party is dead or prevented from the performance of any required act by reason of a strike, labor trouble, pandemic, act of terror, acts of nature and the elements, or any other cause beyond the reasonable control of the delayed party (financial inability excepted), i.e. "force majeure," and the delayed party is otherwise without fault, then performance of the applicable act is excused for the period of the delay, provided the delayed party will take all commercially reasonable efforts to mitigate the force majeure.

## **INDEMNIFICATION OF CITY**

Classic agrees to indemnify, hold harmless, and defend City and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport or the City of Cortez by Classic or Classic's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Classic or Classic's associates provided, however, Classic will not be liable for any loss of any kind or character whatsoever that results from the negligence or willful misconduct of City or City's associates. Classic shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. The obligation stated in this section shall survive the expiration or other termination.

## **MODIFICATION**

This agreement may be modified at any time by mutual written consent of the Parties.

**Termination by Tenant.** In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of \_\_\_\_\_ days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

**Surrender of the Site.** Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within \_\_\_\_\_ days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after \_\_\_\_\_ days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

**Registration of the Lease.** The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

**Subordination.** This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

**No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

**Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

**Limitation of Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**Assignment and Subletting.** Tenant will not assign this Agreement as to all of or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without the Landlord's consent.

**Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

**Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other

charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

**Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

**Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

**No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

**Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY: \_\_\_\_\_

Mayor Rachel B. Medina

123 Roger Smith Avenue

Cortez, CO 81321

CLASSIC: \_\_\_\_\_

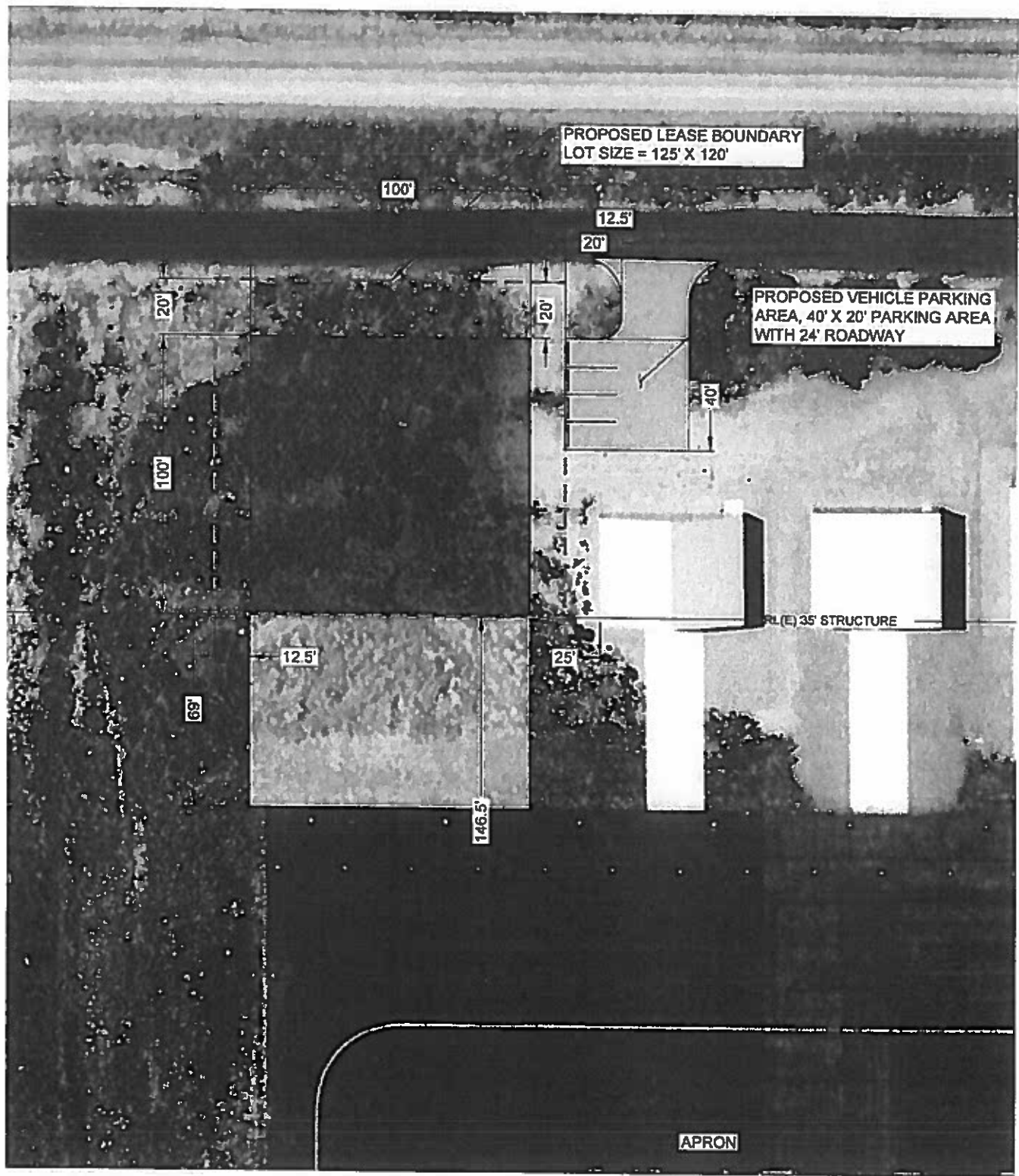
Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_

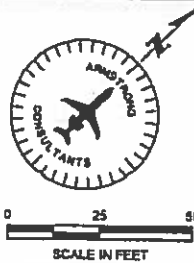
City Clerk

ATTEST:



# LEGEND

	FUTURE AIRFIELD PAVEMENT
	FUTURE STRUCTURES / FACILITIES
	PROPOSED VEHICLE PARKING AREA
	PROPOSED LEASE BOUNDARY AREA



CORTEZ MUNICIPAL AIRPORT  
CORTEZ, COLORADO  
CLASSIC AIR MEDICAL HANGAR EXHIBIT

**ARMSTRONG**





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 5. b.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No. 1302, Series 2022

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**BACKGROUND**

Please see attached information

**RECOMMENDATION**

Council will consider approving on second and final reading Ordinance No. 1302, Series 2022, an Ordinance amending the term of agreement by and between the City of Cortez owned Cortez Community Network Enterprise and Montezuma County.

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**Attachments**

Memo- CCN Enterprise  
Ordinance No. 1302, Series 2022

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

TO: City Council

CC: Rick Smith, Drew Sanders

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

SUBJECT: Modification of Agreement between Cortez City Network and Montezuma County for Fiber Network Dated March 2022

ATTCH: Ordinance No. 1302 Series 2022  
Second Amendment to  
Agreement

DATE: June 8, 2022

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

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Over 2021 and 2022 Montezuma County and Cortez (CCN) have worked together to deliver fiber to the area south of Cortez and to the Airport.

Originally formatted as a five year agreement, the County has learned that its operator, Cortez 2210, providers and customers are concerned about the short term of the City/County Agreement. In their minds it creates instability and uncertainty, which limits economic viability and investment in the system. A 25 year agreement addresses these concerns.

It is to be anticipated that amendments to the original agreement will occur or become necessary, over time, as new situations occur which modify or change the underlying premise of the original agreement. An ordinance is necessary due to the length staff and the City Attorney recommends approval of this agreement.

If Council agrees, please make the following motion:

I move to approve Ordinance No. 1302, Series 2022, on second and final reading.

**ORDINANCE NO. 1302  
SERIES 2022**

**AN ORDINANCE AMENDING THE TERM OF THE AGREEMENT BY AND BETWEEN  
THE CITY OF CORTEZ OWNED CORTEZ COMMUNITY NETWORK ENTERPRISE  
(CORTEZ) AND MONTEZUMA COUNTY**

WHEREAS, in December of 2020 Cortez and Montezuma County entered into a Memorandum of Understanding in order to define the business relationship between Montezuma County and Cortez for the provision of broadband services, a copy of which is attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, in November 2021 Montezuma County and Cortez further defined that relationship in a more specific Agreement a copy of which is attached hereto and incorporated herein as Exhibit 2; and,

WHEREAS, that Agreement was amended in March of 2022, a copy of which is attached hereto and incorporated herein as Exhibit 3; and,

WHEREAS, Montezuma County wishes to extend the Agreement from five years to a term of 25 years, as more particularly set forth in Exhibit 4 attached hereto and incorporated herein; and,

WHEREAS, a longer term makes the project more economically viable to customers, providers, Montezuma County and Cortez.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the Agreement, attached hereto and incorporated herein as Exhibit 4, is approved and the Mayor is authorized to sign same.

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

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

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


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

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 14th day of June, 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 24TH DAY OF MAY, 2022.

CITY OF CORTEZ

ATTEST:

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

  
\_\_\_\_\_  
RACHEL B. MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 14TH DAY OF JUNE, 2022.


CITY OF CORTEZ

ATTEST:

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

\_\_\_\_\_  
RACHEL B. MEDINA, MAYOR

APPROVED AS TO FORM:

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CORTEZ COMMUNITY NETWORK ENTERPRISE AND MONTEZUMA  
COUNTY**

This Memorandum of Understanding (MOU) is between the Cortez Community Network Enterprise ("CCN"), 123 Roger Smith Avenue, Cortez, Colorado 81321 and Montezuma County, 109 west Main, Cortez, Colorado 81321.

**PREMISES**

1. The CCN Enterprise owns a broadband fiber network for high speed connectivity for the community.
2. Montezuma County has opted out of SB-152 and is authorized to provide broadband services in Montezuma County.
3. CCN Enterprise has broadband network assets that can be leveraged for the project.
4. Montezuma County has budgeted funding for construction of broadband route to the intersection of County Road G and Highway 491.
5. This MOU outlines the responsibilities of the parties pertaining to the expansion of broadband services and connections to the CCN Enterprise broadband fiber network.
6. The parties agree to seek additional grant funding to enhance the project to expand broadband in the County areas outside of the City Limits.
7. The parties agree to work cooperatively and attempt to develop a consortium of possible partners to enhance the project scope and coverage.
8. The parties agree to develop an engineering and project budget.
9. The parties agree to work cooperatively to expand Broadband County wide.

**IT IS HEREBY AGREED BY THE PARTIES THAT:**

**I. PURPOSE**

To define the business relationship between Montezuma County and the CCN Enterprise. Both parties recognize the need to cooperate and agree upon appropriate terms and conditions through which broadband service and connectivity will be provided to Montezuma County using the CCN Enterprise broadband fiber network.

**II. STATEMENT OF RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The CCN Enterprise has the obligation to do the following which obligations shall be enforceable rights of Montezuma County:
  - A. Make available for joint use of the parties empty conduit, hand holes, splice locations, highway crossings, underground construction, aerial pole construction and pole attachments to facilitate connection to the CCN Enterprise broadband fiber
  - B. Maintain the joint owned fiber from the point of connection to the end of the City limits.
  - C. Provide grant writing services to seek additional grant funding and expand the project scope and broadband services.
  - D. Provide CCN Enterprise staff time and expertise to assist with engineering for the project.
2. Montezuma County has the obligation to do the following which obligations shall be enforceable rights of the CCN Enterprise:
  - A. Provide project funding as determined by the Montezuma County Board of Commissioners for the construction of the project.
  - B. Be the project lead agency for grant funding, grant administration, and project construction management.
  - C. Provide County staff time and expertise to assist with engineering for the project as determined by the Montezuma County Board of Commissioners.
  - D. Be responsible for all installation, maintenance and operation costs related to its equipment as determined by the Montezuma County Board of Commissioners.

### III. GENERAL PROVISIONS

1. This MOU shall become effective upon the date of the last signature by the authorized representative of both parties. The termination date of this MOU shall be twelve (12) months from the date of the last signature.
2. This MOU can be renewed by mutual agreement of the parties in writing. For any renewal term the parties shall determine whether to modify any of the terms of this MOU.

3. Each party is responsible for any damage caused as a result of the acts or omissions of that party's employees, agents, or representatives.
4. This MOU is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletions, or amendments hereto shall have any force or affect whatsoever, unless embodied in writing and signed by authorized representatives of the parties.
5. The duties and obligations of the MOU shall not be assigned, delegated or subcontracted except with the express written consent of the other party.
6. The parties will maintain their general liability insurance coverage, and name the other party as an additional insured, at their own expense and for the term of this MOU, and during the term of any extension of this MOU.
7. Any failure of either party to perform in accordance with the terms of this MOU shall constitute a breach of the MOU. Failure to cure the breach within ten business days after written notice to the address contained herein shall be grounds for the non-breaching party to terminate this MOU and exercise all legal remedies available. All obligations to pay damage or loss, and to indemnify and hold harmless shall survive termination. Any dispute concerning the performance or interpretation of the MOU which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the directors of the respective parties. If the matter is not resolved within 45 days after referral, either party may file legal action. Any litigation will be filed in District Court Montezuma County or if federal law applies, in the Federal District Court located in La Plata County.

Jim Candelaria

By: 

Title: Commissioner

Date: 12/16/2020

Larry Don Suckla

By:

Larry Don Suckla

Title: Commissioner

Date: 12-15-2020

Keenan Ertel

By:

Keenan Ertel

Title: Commissioner

Date: 12-15-2020

Cortez Community Network Enterprise  
John Dougherty, Manager

By:

John Dougherty

Title:

CCN Manager

Date:

10 December 2020



**AN AGREEMENT BETWEEN MONTEZUMA COUNTY AND THE CITY OF CORTEZ  
OWNED, CORTEZ COMMUNITY NETWORK ENTERPRISE REGARDING A BROADBAND  
FIBER NETWORK**

**Background**

In December of 2020, Montezuma County (MoCo) and the Cortez Community Network (CCN) entered into a memorandum of understanding regarding a county wide broadband system, in particular the area surrounding the intersection of Highway 491 and County Road G.2, its construction, expansion, etc. (See Agreement attached hereto and incorporated herein as Exhibit 1).

**Project Description**

The Parties have constructed the first part of a City/County connection, from 2210 Main street to County Road G.2.

That system consists of: 1728 total strands of fiber. 864 strands end at Sligo and 7th, for future use/development by the parties; 864 strands end at County Road G.2.

The strands travel in an existing CCN owned conduit which runs from 2210 Main Street, Cortez, Colorado to Mesa School on 7th Street.

Conduit from Mesa School to County Road G.2 is, as part of the joint construction project, jointly owned.

**Allocation/Ownership of Fiber**

The project consists of 1728 strands with 864 ending at Sligo and 7th, with 864 continuing on to County Road G.2 allocated as follows:

**Sligo and 7th**

432 strands owned by MoCo

432 strands owned by CCN

**County Road G.2**

432 strands owned by MoCo

288 strands owned by CCN that will be managed by MoCo pursuant to this Agreement

144 strands owned by CCN running to the Cortez Airport that will not be managed by MoCo pursuant to this Agreement at the present time. Such strands are for the exclusive use of CCN

720 strands are part of the joint project while 144 are for the exclusive use of CCN.

In addition, it appears that in return for funding participation or other services rendered 144 strands will be leased to SWCCOG (Southwest Colorado Council of Governments) and 144 strands will be leased to CDOT (Colorado Department of Transportation). The Ute Mountain Ute Tribe may lease another 144 strands at a future date.

These fiber strand counts will be subtracted 50/50 from CCN and MoCo's shares of the 720 strands (288/432).

It is anticipated and understood that newcomers - CDOT & SWCCOG will pay cross connection fees and lease of dark fiber fees from G.2 to 2210 Main Street.

#### **Maintenance**

The parties agree that at this time CCN is best set up to provide maintenance of the 1728 fiber system, 2210 Main Street to Sligo and 7th and 2210 Main Street to County Road G.2.

CCN will provide all maintenance billing MoCo for 50% of the total cost and CCN for 50%.

All maintenance work by CCN will be to applicable industry standards.

#### **Management/Marketing**

MoCo will provide management/marketing services for the system excluding CCN's 144 strands.

CCN may, at a later date, add all or part of the 144 to CCN's allocation of strands in the project for management by County's maintenance by CCN.

CNN may, at a later date, allow MoCo to manage/market all or part of the CCN's 144 strands that run to the Cortez Airport in the event that MoCo and CCN mutually agree to such addition.

If a third party manager/marketing firm is used, they shall be qualified to applicable industry standards.

Pricing for dark fiber leases cross connection fee and any other charges to facility users shall be approved by the parties prior to implementation.

All other portions of the December 2020 Agreement shall remain in full force and effect for the term of this Agreement.

#### **Term**

The initial term shall run for five years from the date of the last signature. This Agreement shall automatically renew upon the five year anniversary unless terminated by six month advance notice by either party.

Where this Agreement and the December 2020 Agreement conflict, this Agreement shall control.

#### **Profit Sharing**

Any profit earned as a result of dark fiber leases and cross connection fees shall be shared by MoCo and CNN in proportion to each party's percentage of the fiber assets that are being marketed. For example:

MoCo - 864 strands marketed as part of the project.


CCN - 720 strands marketed as part of the project.

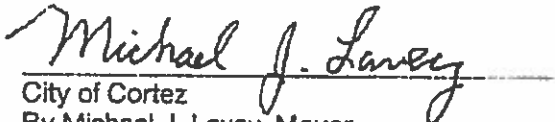
\*1,584 total strands marketed as part of the Agreement. MoCo keeps 54.5 percent of the profits. CCN receives payment from MoCo amount to 45.5 percent of the profits.

MoCo shall pay CCN its proportional share of any profits on a quarterly basis. Payments shall be made no later than January 1, April 1, July 1 and October 1 of each year.

This is the total agreement of the parties.

  
Cortez Community Networks  
By Drew Sanders, City Manager

  
Montezuma County  
By

  
City of Cortez  
By Michael J. Lavey, Mayor

**AMENDMENT TO AGREEMENT BETWEEN  
MONTEZUMA COUNTY AND THE CITY OF CORTEZ  
OWNED, CORTEZ COMMUNITY NETWORK ENTERPRISE  
REGARDING A BROADBAND FIBER NETWORK**

This Amendment modifies the "Agreement Between Montezuma County and The City of Cortez Owned, Cortez Community Network enterprise Regarding a Broadband Fiber Network" (Hereinafter "Agreement"). (See Agreement Attached as Exhibit 1).

The revisions to the Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

**Allocation/Ownership of Fiber**

The project consists of 1728 strands with 864 ending at Sligo and 7<sup>th</sup>, with 864 continuing on to County Road G.2. Fiber allocations set forth in the Agreement are hereby amended as follows:

**Sligo and 7<sup>th</sup>**

288 strands owned by MoCo

432 strands owned by CCN

144 strands owned by the Southwest Counsel of Governments and/or its successors or assigns.

**County Road G.2**

288 strands owned by MoCo

288 strands owned CCN that will be managed by MoCo pursuant to the Agreement

144 strands owned by the Southwest Counsel of Governments and/or its successors or assigns. Such strands will not be managed by MoCo pursuant to the Agreement at the present time.

144 strands owned by CCN running to the Cortez Airport that will not be managed by MoCo pursuant to the Agreement at the present time. Such strands are for the exclusive use of CCN.

### Profit Sharing

As indicated in the Agreement, any profit earned as a result of dark fiber leases and cross connection fees shall be shared by MoCo and CCN in proportion to each party's percentage of the fiber. In light of the amended fiber allocations set forth above, profit shall be shared in the following manner:

MoCo – 576 strands marketed as part of the project

CCN – 720 strands marketed as part of the project.

\*1,296 total strands marketed as part of the project. MoCo keeps 44.4 percent of the profits. CCN receives payment from MoCo for 55.6 percent of the profits.



Cortez Community Networks

By Drew Sanders

Title: City Manager

Date: 13 March, 2022

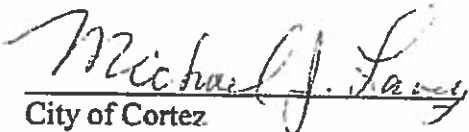


Montezuma County

By James Candelaria

Title: Commissioner

Date: 3/8/22



City of Cortez

By Michael J. Lavey

Title: Mayor

Date: March 23, 2022

**SECOND AMENDMENT TO AGREEMENT BETWEEN MONTEZUMA COUNTY AND THE  
CITY OF CORTEZ OWNED, CORTEZ COMMUNITY NETWORK ENTERPRISE REGARDING  
A BROADBAND FIBER NETWORK**

This Second Amendment modifies the "Agreement Between Montezuma County and The City of Cortez Owned, Cortez Community Network enterprise Regarding a Broadband Fiber Network" (Hereinafter "Agreement") and its Amendment. (See Agreement Attached as Exhibit 1).

The revisions to the Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

**Term**

The initial term shall run for twenty-five (25) years from the date of the last signature. The Agreement shall automatically renew upon the twenty-five (25) year anniversary unless terminated by six month advance notice by either party.

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City of Cortez  
By Rachel B. Medina  
Title: Mayor  
Date:

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Montezuma County  
By James Candelaria  
Title: Commissioner  
Date:

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ATTEST

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City of Cortez  
Drew Sanders  
Title: Cortez City Manager  
Date:



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No. 19, Series 2022

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**BACKGROUND**

Please see attached information.

**RECOMMENDATION**

Council will consider approving Resolution No. 19, Series 2022, approving an amended plat for two parcels of land known as Lot 21 and Lot 22 of the Resubdivision of lot 19 Fairway View Estates, Phase 6 as submitted by the owner.

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**Attachments**

Resolution 19, Series 2022



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

Item No: 7a  
Meeting Date: June 14, 2022  
Project No. LU22-08

**TITLE:** REVIEW OF AN APPLICATION FOR AN AMENDED PLAT FOR TWO PARCELS OF LAND KNOWN AS LOT 21 AND LOT 22 OF THE RESUBDIVISION OF LOT 19 FAIRWAY VIEW ESTATES, PHASE 6 AS SUBMITTED BY BILLY W. SANCHEZ INC AND REVIEW OF RESOLUTION NO. 19, SERIES 2022

**ATTACHMENTS:** Council Resolution No. 19, Series 2022; Proposed Amended Plat

#### **BACKGROUND**

The applicant, Billy W. Sanchez Inc., is submitting application for a Plat Amendment (lot consolidation) that will consolidate two existing lots into one .68 acre lot, for construction of one single family dwelling. Billy Sanchez Inc is the owner of the two lots.

Both parcels are currently vacant.

#### **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 the lot vacate the lot line between the two lots and consolidate them into one lot. The proposal meets the requirements of (9) above.

The resultant lot will meet all requirements of the PUD 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)**

No comment

##### **Cortez Building Department**

The Building Department has no issues as proposed

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

No comment

##### **Cortez Sanitation District (Jim Webb)**

The Sanitation District has no issues as proposed. I would like to inform Billy That there is a sewer service stub to each lot and he is encouraged to use either one once the tap fee is paid.

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

No comment

##### **Empire Electric**

For what it is worth, Empire has spoken with Billy and made the needed improvements to supply electric service to the lots as amended.

##### **Cortez Fire District**

No comments or concerns from the Cortez Fire District.

#### **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, 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 Billy Sanchez Inc, through Council Resolutions No. 19, 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. 19, SERIES 2022**

**A Resolution Approving an Amended Plat of Lot 21 and Lot 22 of the Resubdivision of Lot 19, Fairway View Estates, Phase 6**

WHEREAS, Billy W. Sanchez Inc, as the owner on record (hereinafter the "Owner") has applied for an amended plat of Lot 21 and Lot 22 of the Resubdivision of Lot 19, Fairway View Estates, Phase 6 , Cortez, Colorado 81321 and more particularly described as:

Lot 21 and Lot 22 of the Resubdivision of Lot 19, Fairway View Estates, Phase 6 recorded reception #561020 Plat Book 17 Page 21 Section 18, T36N, R15W NMPM, Montezuma County, Colorado.

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 June 14, 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 a correction plat of Lot 21 and 22 of the Resubdivision of Lot 19, Fairway View Estates, Phase 6, at their regular meeting held on June 14, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed amended plat as evidenced in the approved minutes of their meeting on June 14, 2022, and the adoption of Council Resolution No. 19, 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 concept, site plan and application for the Amended Plat of Lots 21 and 22 of the Resubdivision of Fairway View Estates, Phase 6, 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.

CITY OF CORTEZ

COUNCIL RESOLUTION NO. 19, SERIES 2022

Amended Plat of Lots 21 and 22 of the Resubdivision of Fairway View Estates, Phase 6

MOVED, SECONDED, AND ADOPTED THIS 14<sup>th</sup> DAY OF JUNE, 2022

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Rachel Medina, Mayor

ATTEST:

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Linda L. Smith, City Clerk

### Amended Plat

APPLICANT: Billy & Kathy Sanchez  
APPLICANT EMAIL: willsanetx@yahoo.com  
MAILING ADDRESS: PO Box 1263  
PHONE: 970-565-2178 FAX: \_\_\_\_\_  
PROPERTY ADDRESS: 2354 Par Drive  
PROPERTY FOR: Billy & Kathy Sanchez

### Submittal Requirements

- ☐ Letter of petition (Narrative)  
☒ Title certificate from a licensed title company or attorney listing:  
    - The name of the property owner(s)  
    - All liens  
    - All easements and judgments of record affecting the subject property  
☐ Agent Authorization Letter if Applicable  
☒ Plat

Boundary lines, bearings and distances

☐ Adjacent subdivisions and property owners indicating existing streets, alleys, and other features

☐ Intersecting streets

☐ Proposed streets, alleys, and easements

☐ Proposed blocks, lots and parks – with dimensions

☐ 5' intervals of topographic contours

☐ All easements or ROW's necessary for drainage

☐ Subdivision title \_\_\_\_\_

☐ Land planner or engineer Huddleston Land Surveying Phone #: 970-565-3330

☐ Name and addresses of the owner(s)

☐ Dedicated parks, playgrounds and other public uses

☐ Scale, north point, date, and other pertinent data

☐ Property owner's name, address, and telephone number

☐ A proposed preliminary layout of sanitary sewer and water lines

☐ Drainage report/statement

☐ Wetlands identification

☐ Protective covenants

☐ Proposed land uses

☐ Vicinity map

☐ Application fee \$ 200.00

June 3, 2022

To, City Planner of Cortez

Nancy,

Billy & Kathy Sanchez are applying to amend a Plat for joining 21 and 22 Lot on Par drive with the address of 2354 Par Drive for a residential build.

I have submitted the plans for the home and also the preliminary amended plat issued by Huddleston Land Surveying PO Box KK Cortez CO 81321 970-565-3330.

Title Insurance report will be submitted as well . We will be ready to start our construction on 2354 Par Drive by the end of June 3, 2022.

Let me know if I have submitted all of the information needed for the approval of this application to amended plat to join Lot -21 Lot 22 Par Drive .

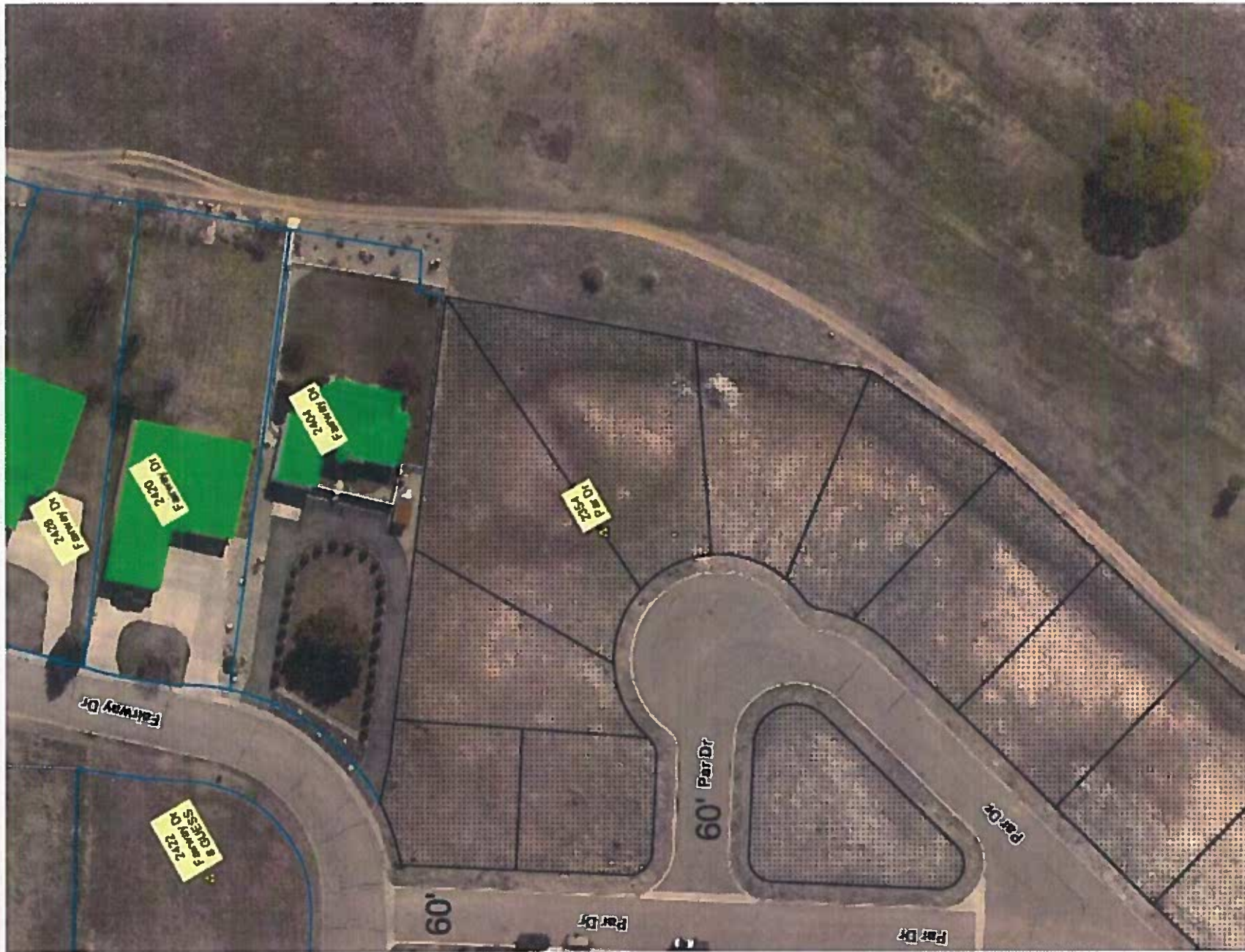
Regards,

Billy & Kathy Sanchez

Section 12, T 15 N., R 15 W., NMPM, Montezuma County, Colorado



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**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following requirements must be met:

- (1.) Pay the agreed amounts for the interest in the Land and/or for the mortgage to be insured.
- (2.) Pay us the premiums, fees and charges for the policy.
- (3.) The following documents satisfactory to us must be signed, delivered and recorded.
- (4.) A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.

.....  
**NOTE TO BUYER: Be aware!!! Online banking fraud is on the rise!!!**

We will send wire instructions to you **ONLY** out of the following bank:

\*\*\*\*\* **First SouthWest Bank Durango Escrow** \*\*\*\*\*

If you receive wire instructions naming any other bank contact your closing officer immediately.

Your closing officer is: **Sherry Garcia-Holt (970) 529-7020**  
.....

- A. **SPECIAL WARRANTY DEED from THE DOLORES STATE BANK to BILL W. SANCHEZ INC., A COLORADO CORPORATION.**

**SCHEDULE B – SECTION 1, continued**  
**REQUIREMENTS FOR ISSUANCE OF ENDORSEMENTS**

**OWNER**

Exception number 6 herein will be modified on the owners policy to be issued to show that the current years real estate taxes are not yet due or payable and prior years real estate taxes have been paid upon receipt of a Certificate or Statement of Taxes Due from the County Treasurer and upon verification that all outstanding real estate taxes have been paid.

The above is subject to payment of the premiums as disclosed on Schedule A herein.

**SCHEDULE B - SECTION 2**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
8. Easement as described in instrument from Alice F. Wannamaker to the Montezuma Water & Land Co., recorded January 30, 1903 in Book 31 at Page 29.
9. Easement as described in instrument from Anna Gawith, J. T. Wilkerson, Amanda M. Rickel and C. Rickel to Empire Electric Association, Inc., recorded September 18, 1972 in Book 434 at Page 260.
10. Covenants and restrictions as contained in Protective Covenants, recorded June 30, 1983 in Book 552 at Page 795, recorded June 30, 1993 in Book 674 at Page 970 and Addendum recorded August 26, 1997 as Reception No. 465104, and any and all amendments and supplements thereto but omitting restrictions, if any, based on race, color, creed, national origin, religion, sex, handicap or familial status unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
11. Terms, agreements, provisions, conditions and obligations as contained in Fairway 17 Water Association Agreement, dated March 9, 1995, recorded March 17, 1995 in Book 704 at Page 963.
12. Any tax, assessment, fees or charges, by reason of the inclusion of the subject property in the Dolores Water Conservancy District, as evidenced by Order for Inclusion recorded April 20, 2004 as Reception No. 521963 and any resolutions, ordinances and/or agreements pertaining thereto.

13. Covenants and restrictions as contained in Deed, recorded January 19, 2005 as Reception No. 528602, recorded August 31, 2007 as Reception No. 551222, recorded April 27, 2009 as Reception No. 563173 and recorded December 15, 2009 as Reception No. 568243, but omitting restrictions, if any, based on race, color, creed, national origin, religion, sex, handicap or familial status unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
14. Right to deny or restrict each and every right of access to and from the land insured hereby, directly onto abutting street or highway designated as Highway 145, by reason of grant or relinquishment of said access right(s) by Deed from Galen Mark Rodgers and Anita Rodgers to The Department of Highways, State of Colorado, recorded March 13, 2006, as Reception No. 538761.
15. Terms, agreements, provisions, conditions and obligations as contained in Agreement, between AMC Developing, LLC and Cortez Sanitation District, dated August 6, 2007, recorded August 14, 2007 as Reception No. 550736.
16. Terms, agreements, provisions, conditions and obligations as contained in agreement, between AMC Developing, LLC and The City of Cortez, dated August 17, 2007, recorded August 30, 2007 as Reception No. 551185.
17. Terms, agreements, provisions, conditions and obligations as contained in Agreement, between AMC Developing, LLC and Ironhorse Investments, LLC, dated August 30, 2007, recorded August 31, 2007 as Reception No. 551219.
18. Terms, agreements, provisions, conditions and obligations as contained in Agreement, between AMC Developing, LLC and Empire Electric Association, Inc., dated August 30, 2007, recorded September 17, 2007 as Reception No. 551592.
19. All easements, plat notes, notices, building setbacks and general dedications as set forth on the plat of Fairway Views Estates, Phase 6 filed for record September 24, 2007 in Book 16 at Page 184 and recorded January 15, 2009 in Book 17 at Page 21, pertaining to the subject property and appurtenances thereto.

- Note 1: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Colorado Title & Closing Services, LLC, conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Note 2: Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanic's or Materialman's Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment and may include, but are not limited to:
- A. The Land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
  - B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
  - C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
  - D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
  - E. Payment of the premium for said coverage.
- Note 3: The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Furthermore, the following disclosures are hereby made pursuant to C.R.S. §10-11-122:
- (i) The subject real property may be located in a special taxing district;
  - (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
  - (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.
- Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding)
- Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:
- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
  - (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.
- Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy is attached to this commitment.

Note 8: Pursuant to C.R.S. §38-35-125 and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

Note 9: C.R.S. §39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Note 10: Pursuant to C.R.S. §10-1-128 (6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Note 11: Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f of Section 5 requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"

Note 12: C.R.S. §38-35-109 (2), 1973, requires that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note 13: Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

Note 14: Pursuant to instrument recorded July 7, 1976 as Reception Number 401417 your property may or may not be in a Geological Hazard Area. It is the responsibility of the insured to make that determination. Note 14 only applies to properties in La Plata County.

Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.oita.org>.

AMERICAN LAND TITLE  
ASSOCIATION  
COMMITMENT 6-17-06

WESTCOR  
LAND TITLE  
INSURANCE COMPANY

COMMITMENT  
FOR  
TITLE INSURANCE

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-6842



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No. 20, Series 2022

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**BACKGROUND**

Please see attached information.

**RECOMMENDATION**

Council will consider approving Resolution No. 20, Series 2022, approving an application for a minor subdivision to be known as Layline Townhome Subdivision, located on the east half of lots 21-24, block 14 F.R. Coffins Addition to the Town of Cortez, as submitted by owner, Jaime Campuzano, with two conditions.

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**Attachments**

Resolution No. 20, Series 2022





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

Item No: 7B  
Meeting Date: June 14, 2022  
Project No. LU22-02

**TITLE:** REVIEW OF AN APPLICATION FOR A MINOR SUBDIVISION TO BE KNOWN AS LAYLINE TOWNHOME SUBDIVISION, LOCATED ON THE E ½ OF LOTS 21-24, BLOCK 14 F.R. COFFINS ADDITION TO THE TOWN OF CORTEZ. AS SUBMITTED BY JAIME CAMPUZANO AND REVIEW OF RESOLUTION NO. 20, SERIES 2022

**ATTACHMENTS:** Council Resolution No. 20, Series 2022; Proposed Minor Subdivision

#### **BACKGROUND**

The applicant, Jaime Campuzano, is submitting application for a Minor Subdivision to divide an existing duplex into two separate ownerships. The duplex is located at 148 & 150 S. Washington St. and zoned neighborhood business.



#### **ISSUES**

Section 6.11(a) of the City's Land Use Code allows a Minor Subdivision under the following circumstances:

- (1) A parcel of land may be subdivided into no more than four (4) parcels.
- (2) No new streets, roads, extensions or access easements need to be widened, dedicated or developed.
- (3) No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.
- (4) The resulting lots shall be in compliance with all zoning provisions, area and bulk requirements and any other applicable requirements of this code.
- (5) These procedures may be utilized only one (1) time for each parcel of land.
- (6) There are no other problems of public concern

#### **DISCUSSION**

The purpose of this request is to divide the existing building to allow for separate sale of the existing units. The existing structure meets all code requirements. The applicant has provided CC&R's to address common ownership issues. The proposal meets the requirements of (6.11(a)) above.

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)**

GIS- Addresses of 148 and 150 S Washington Street will need be corrected to E 2nd Street since the lots do not have access off Washington Street. Proposal will need defined off street parking for each unit as the two existing off street spaces are both on north most lot. On the plat common areas will need to be clear for existing sidewalk access to rear of units. Building inspector may require fire wall ratings.

##### **Cortez Building Department**

No comment

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

No comment

##### **Cortez Sanitation District (Jim Webb)**

The Sanitation District has no issues with this proposal except that there was an agreement signed by the current owners regarding maintenance of the combined portion of the sewer line. This agreement needs to be recorded with the County, if it has not been done.

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

I have no comment as it relates to the City Fiber System. Thank you..Rick

##### **Empire Electric (Greg South)**

There presently are two meters serving this building. The services are underground. If no relocation or additions are to be done, then

I do not see any problems with the splitting of this building.

Please feel free to contact me if you have any questions.

##### **Cortez Fire District**

The Cortez Fire Protection District have no comments regarding the divide of the existing duplex located at 148 & 150 S. Washington St., Cortez.

#### **ALTERNATIVES**

1. The Council can approve the minor subdivision;
2. The Council can deny the minor subdivision and state their reasons;
3. The Council can ask for more information and table the application; or
4. The Council can approve the minor subdivision, 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, with 2 conditions.

If Council so chooses to follow the recommendation of Staff, the Commission can **make the motion to approve the minor subdivision as submitted by the owner, through Council Resolutions No. 20, 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 6.11.

PREPARED BY: Nancy Dosdall, Contract City Planner

---

Drew Sanders, City Manager

**CORTEZ CITY COUNCIL  
RESOLUTION NO. 20, SERIES 2022**

**A Resolution approving a minor subdivision of E ½ of Lots 21-24 Block 14, F.R. Coffins Addition to the Town of Cortez, to be known as Layline Townhome Subdivision**

WHEREAS, Jaime Campuzano, as the owner on record (hereinafter the “Owner”) has applied for a minor subdivision of E ½ of Lots 21-24 Block 14, F.R. Coffins Addition to the Town of Cortez, to be known as Layline Townhome Subdivision and more particularly described as:

E ½ of Lots 21-24 Block 14, F.R. Coffins Addition to the Town of Cortez located in the SE/4 section 26, T36N, E16W NMPM, Montezuma County, Colorado

WHEREAS, the Owner has applied to the City for review of a minor subdivision; and

WHEREAS, the Owner presented the necessary submittal items for review by the Cortez City Council at a regular meeting held on June 14, 2022; and,

WHEREAS, Land Use Code Section 6.11 and 6.12, minor subdivisions, 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 plat being recorded; and,

WHEREAS, the Council is authorized to approve a minor subdivision without notice or public hearing when the application meets the criteria of Section 6.11(a) of the Land Use Code; and,

WHEREAS, the Council reviewed the proposal and heard testimony concerning the application for a minor subdivision of the E ½ of Lots 21-24 Block 14, F.R. Coffins Addition to the Town of Cortez at their regular meeting held on June 14, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed minor subdivision as evidenced in the approved minutes of their meeting on June 14, 2022, and the adoption of Council Resolution No. 20, 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 concept, site plan and application for the Minor Subdivision of E ½ of Lots 21-24 Block 14, F.R. Coffins Addition to the Town of Cortez, to be known as Layline Townhome Subdivision, is hereby approved, subject to the following conditions:

CITY OF CORTEZ  
COUNCIL RESOLUTION NO. 20, SERIES 2022

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 6.11.

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

MOVED, SECONDED, AND ADOPTED THIS 14<sup>th</sup> DAY OF JUNE, 2022

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Rachel Medina, Mayor

ATTEST:

---

Linda L. Smith, City Clerk

**TOWNHOME DECLARATIONS  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
150 SOUTH WASHINGTON TOWNHOMES**

**THIS DECLARATION**, made on the date hereinafter set forth by Jaime Campuzano, "Declarant", hereinafter referred to as Declarant,

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in the City of Cortez, County of Montezuma, State of Colorado, which is more particularly described as:

Lots 21-24, Block 14 and the E/2 of Lots 21-24, of the FR Coffins Addition to the City of Cortez.

Also known as: 148 and 150 S. Washington Street, Cortez, CO 81321  
Assessor's Parcel No.: 5611-264-06-014

**AND WHEREAS**, by this Declaration a plan is established for the separate ownership in fee simple of real property estates (townhome units) and for submitting the property described in this Declaration to Townhome Use;

**AND WHEREAS**, the total development will consist of two (2) units which;

**AND WHEREAS**, Declarant does hereby establish a plan for the ownership in fees simple of real property estates consisting of the area or space contained in each of the air space units in the building improvements and the co-ownership by the individual and separate owners hereof, as tenants in common, of all the remaining property, which property is hereafter defined and referred to as the general and limited common elements;

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described above and the Units located thereon shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I – DEFINITIONS**

Section 1 – "Gender". Wherever used, unless the context shall otherwise provide, the use of any gender shall include and refer to all genders.

Section 2 – “Owner”. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3 – “Total Townhome Development”. Total Townhome Development shall mean and refer to the land, buildings, all improvements and structures thereof, all owned in fee simple absolute and all rights, easements and appurtenances belonging thereof which are hereby submitted to this Declaration.

Section 4 – “General Common Elements”. General Common Elements shall mean and include the land on which the building is located; the structural components of the building; and all other parts of such land with the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned, as tenants in common, by owners of the separate units, each owner of a unit having an undivided percentage interest in such general common elements as provided hereinafter.

General Common Elements shall also include any tangible personal property required for the maintenance and operation of the townhome units, such personal property being owned by unit owners, as tenants in common, as well as:

- (a) easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and the common elements;
- (b) an easement of support in every portion of a unit which contributes to the support of the building; and
- (c) installations for the furnishing of utility services to more than one unit or to a unit other than the unit containing the installation.

Section 5 – “Townhome Unit”. Townhome Unit shall mean and refers to the structural components of the building and the real property upon which the building is situated in such unit, together with the undivided interest in the common elements appurtenant thereto.

Section 6 – “Declarant”. Declarant shall mean and refer to Jaime Campuzano, his successors and assigns.

Section 7 – “Common Expenses”. Common Expenses means and includes expenses of administration, operation and the expenses of maintenance, repair or replacement of the general or limited common elements; expenses declared common expenses by provisions of this Declaration; and all sums lawfully assessed against the units and the general and limited common elements.

Section 8 – “Properties”. Properties shall mean and include all that real property hereinbefore described and such additions thereto as may hereafter be annexed into the townhome development.

## **ARTICLE II – PROPERTY RIGHTS**

Section 1 – Owner’s Easements of Enjoyment. Each unit and the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one townhome unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a townhome unit. Every owner shall have a right and easement of enjoyment in and to the general and limited common elements which shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

- (a) the right of individual owners to the exclusive use of interior walls, decks and assigned parking spaces as provided in Article I, Section 6 and Article II, Section 3 as set forth below.

Section 2 – Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the common elements and facilities to the members of his family, his tenants or contract purchasers who reside on the Properties.

Section 3 – Parking Rights. Ownership of each unit shall entitle the owner or owners thereof of the use of one automobile parking space, which shall be as near and convenient to said unit as reasonably possible, together with the right of ingress and egress in and upon said parking area.

## **ARTICLE III – MORTGAGES AND ADMINISTRATION**

Section 1 – Mortgaging a Townhome Unit – Priority. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a townhome unit may create junior mortgages on the following conditions:

- (a) That any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligation, lien for common expenses and other obligations created by this Declaration.

Section 2 – Rights of Mortgagee. Prior written approval of all first mortgages shall be required before a majority of the owners can:

- (a) abandon townhome status, or partition or subdivide a unit together with its appurtenant common elements;



- (b) change the percentage interest of unit owners in the common elements except as noted in this Declaration;
- (c) materially amend the Restrictions.

Timely written notice shall be given of first mortgages of:

- (a) any condemnation or eminent domain proceeding;
- (b) any substantial damage or destruction to the common elements.

#### **ARTICLE IV – ARCHITECTURAL CONTROL AND OWNER MAINTENANCE**

Section 1 – Use and Occupancy. Each unit shall be used and occupied principally for residential purposes by the owner, by the owner's family, guests, invitees and tenants. Generally, no business or commercial activity shall be allowed in any unit. However, unit owners may rent the unit for long or short term residential use. Furthermore, the owners of any unit shall be allowed to work remotely from their unit. In no circumstances shall any unit conduct any activity that would require patrons or clients to come to a unit for commercial or business purposes.

Section 2 – Property Alterations. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by any unit owner other than the Declarant, its successors and assigns; nor shall any exterior addition to or change or alteration in existing improvements be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the majority of the owners.

Section 3 – Owners' Maintenance Responsibility of Unit. For purposes of maintenance, repair, alteration and remodeling, an owner shall be deemed to own the interior non-supporting walls, the materials (such as but not limited to plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the unit and the unit doors and windows. The owner shall not be deemed to own lines, pipes, conduits or systems, which for brevity are hereafter referred to as utilities) running through his unit which serve one or more other units except as a tenant in common with the other owners. Such utilities shall not be disturbed or relocated by an owner within written consent and approval of the Declarant. Such right to repair, alter and remodel shall carry the obligation to replace any finished surface or any other materials that have been removed with similar or better types or kinds of materials. An owner shall maintain and keep in repair the interior of his own unit, including the fixtures and personal property therein. All fixtures and equipment installed within the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. The interior and exterior surfaces of all windows forming a

part of the perimeter wall of a unit shall be cleaned and washed at the expense or responsibility of each respective unit owner. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

Section 4 - Shared Maintenance. There shall be joint maintenance of the Roof, fence, exterior of the building and the shared wall. Declarant has entered into a Utility Line Agreement with Andrew J. Evans on \_\_\_\_ day of \_\_\_\_\_, 2022. In which Parties agree that they shall be jointly and severally liable for the maintenance and repair of the common sanitation line that runs from the corner of Second Street and Madison Street in a westerly direction until the line turns north in order to service 148 South Washington, 150 South Madison and 106 ½ South Washington, Cortez, Colorado. Furthermore, Declarant agrees to be liable for all maintenance and repairs for the stem sanitation line for 148 South Washington and 150 South Washington, Cortez, Colorado 81321 as outlined in the Agreement, and Evans agrees to be liable for the maintenance and repairs for the stemmed sanitation line that serves 106 ½ South Washington, Cortez, Colorado as depicted in the Agreement. Copies of the Agreement may be requested with Declarant.

## **ARTICLE V – GENERAL PROVISIONS**

Section 1 – Enforcement. The Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration to which the said Declaration makes reference. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 – Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3 – Description of Townhome Unit. A contract for the sale of a townhome unit written prior to the filing for record of the Map may legally describe a townhome unit by the words “\_\_\_\_\_”, followed by the word, “Townhome”, and its identifying unit number, with further reference to the Declaration and the Map to be filed for record.

Subsequent to the filing of the Map and the recording of the Declaration, every deed, lease, mortgage, trust deed, will or other instrument may legally describe a townhome unit by the words “\_\_\_\_\_”, followed by the word “Townhome” and its identifying unit number, with further reference to the Map thereof filed for record and recorded Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit but also the general common elements and the limited common elements

appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of all of the general common elements together with the right to the use of the limited common elements. The initial deeds conveying each townhome unit may contain reservations, exceptions and exclusions which the Declarant deems to be consistent with and in the best interests of all townhome owners.

Section 4 – Separate Assessment and Taxation – Notice to Assessor. Declarant shall give written notice to the Assessor of the County of Montezuma, State of Colorado, of the creation of townhome ownership of this property, as is provided by law, so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

Section 5 – Ownership – Title. A townhome unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

Section 6 – Non-Partitionability of General Common Elements. The general common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a townhome unit between the owners thereof, but such partition shall not affect any other townhome unit.

Section 7 – Indemnification. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or against the general common elements for construction performed for labor, materials, services or other products incorporated in the owner's unit at such owner's request.

Section 8 – Dissolution and Revocation or Amendment to Declaration. This Declaration shall not be revoked, unless all of the owners and all of the holders of any recorded mortgage or deed of trust covering or effecting any or all of the townhome units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of seventy-five percent (75%), or more, of the general common elements and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all townhome units unanimously consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.

Section 9 – Exempt Property. All properties dedicated to and accepted by any local public authority shall be exempted from the assessments created in this Declaration and in the event of any dedication, assessments shall be decreased accordingly.

Section 10 – Additional Rights of Mortgagees. As specified by Federal National Mortgage Association regulations, all first mortgagees shall have the right to the following:

- (a) Any management agreement for \_\_\_\_\_ Development will be terminable by the majority of owners for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. The prior written approval of each institutional holder of a first mortgage shall be required for the effectuation of any decision by the majority of owners to terminate any professional management and assume self-management of the Townhome Development.
- (b) If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Total Townhome Development will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of an award or settlement.
- (c) Each holder of a first mortgage on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all townhome units including the subject mortgaged unit.

Section 11 – Encroachments. In the event any portion of the common elements encroaches upon any unit or any unit may be found to encroach upon the common elements as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 12 – Insurance Minimum. All insurance procured by the Owners of the townhomes shall comply with Federal National Mortgage Association standards and regulations.

Section 13 – Effect of Colorado Law. The provisions of this Declaration shall be interpreted to Colorado Law.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jaime Campuzano, Declarant

STATE OF COLORADO            )  
  )       ss.  
COUNTY OF MONTEZUMA       )

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Jaime Campuzano, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in person, and acknowledged that he/she signed, sealed and delivered the said instrument of writing of his/her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

# Colorado Title & Closing Services, LLC

AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY

631 E. Main Street  
Cortez, CO 81321  
(970)564-9770  
(970)564-9769

=====

JAIME CAMPUZANO

Order No. MO22200032  
Ref: CAMPUZANO / TBD

Enclosed please find the following in connection with the above captioned order:

- ☒ Title Insurance Commitment (FOR YOUR FILE)
- ☐ Title Insurance Commitment Endorsement
- ☐ Tax Certificate
- ☐ Closing Instructions

NOTE: PLEASE SIGN AND RETURN ONLY THE CLOSING INSTRUCTIONS TO COLORADO TITLE & CLOSING SERVICES, LLC AS SOON AS POSSIBLE.

- ☐ Invoice
- ☐ High Liability Report
- ☐ Copies of Documents
- ☐ Recorded Document
- ☐ Other

YOUR CLOSING OFFICER IS:  
YOUR TITLE OFFICER IS: Marie Rogers-Patrick

If you should have any questions, please feel free to contact us.

Very truly yours,

Colorado Title & Closing Services, LLC

By: Marie Rogers-Patrick

Order No. MO22200032

MRP / mrp

## Colorado Title & Closing Services, LLC

Serving All of Colorado

**ISSUING AGENT FOR  
WESTCOR LAND TITLE INSURANCE COMPANY**

Prepared for:  
**JAIME CAMPUZANO**

Issuing Office:  
**631 E. Main Street  
Cortez, CO 81321  
Phone: (970)564-9770  
Fax: (970)564-9769  
Title Examiner:  
Marie Rogers-Patrick  
mrogers@coloradotitleservices.com  
(970) 529-7013**

Copies to:  
**HUDDLESTON LAND SURVEYING/Gerald/Rita**

### SCHEDULE A

	<u>POLICY LIABILITY</u>	<u>PREMIUM CHARGES</u>
Owner's Policy ALTA (06/17/2006)		<b>\$0.00</b>
LESS AMOUNT PAID		<b>\$500.00</b>
	<b>Total Due</b>	<b>\$0.00</b>

**SEARCH CHARGE \$ 500.00 (PAID)**

**NOTE: The above search charge is a non-refundable fee that will be credited toward the total premium charge.**

**IF THE PROPOSED POLICY IS NOT PAID FOR, THEN THE SEARCH CHARGE WILL BE APPLIED AS A CANCELLATION FEE FOR THE WORK PERFORMED AND ANY LIABILITY OF COLORADO TITLE & CLOSING SERVICES LLC AND WESTCOR LAND TITLE INSURANCE COMPANY SHALL CEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE COMMITMENT.**

- Effective date: **December 30, 2021 at 5:00 PM**
- Policy or Policies to be issued:  
Owner's Policy ALTA (06/17/2006)  
Proposed Insured: **PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASER AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4 BELOW**  
  
Loan Policy ALTA (06/17/2006)  
Proposed Insured:
- Title to the **FEE SIMPLE** estate or interest in said Land is at the effective date hereof vested in:  
  
**JAIME CAMPUZANO**

4. The Land referred to in this Commitment is located in the County of **Montezuma**, State of Colorado and described as follows:

**The E1/2 of Lots 21, 22, 23 and 24, Block 14, F.R. COFFINS ADDITION, according to the plat thereof filed record December 6, 1888 in Book 1 at Page 9.**



**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following requirements must be met:

- (1.) Pay the agreed amounts for the interest in the Land and/or for the mortgage to be insured.
  - (2.) Pay us the premiums, fees and charges for the policy.
  - (3.) The following documents satisfactory to us must be signed, delivered and recorded.
  - (4.) A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- A. WARRANTY DEED from JAIME CAMPUZANO to PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASER AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4 BELOW.

**SCHEDULE B - SECTION 2**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
8. Easement as described in instrument from Jaime Campuzano to Empire Electric Association, Inc., recorded November 7, 2006 as Reception No. 544522.
9. Deed of Trust from Jaime Campuzano to the Public Trustee of the County of Montezuma, for the use of Major Mortgage, a Wyoming Corporation, to secure \$71,779.00, dated June 1, 1999, recorded June 1, 1999 as Reception No. 480396.
10. Any, tax, assessment, fees or charges, by reason of the inclusion of the subject property in the local street improvement and Cortez Sanitation Districts and any resolutions, ordinances and/or agreements pertaining thereto.

- Note 1: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Colorado Title & Closing Services, LLC, conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Note 2: Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanic's or Materialman's Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment and may include, but are not limited to:
- A. The Land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
  - B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
  - C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
  - D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
  - E. Payment of the premium for said coverage.
- Note 3: The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Furthermore, the following disclosures are hereby made pursuant to C.R.S. §10-11-122:
- (i) The subject real property may be located in a special taxing district;
  - (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
  - (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.
- Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding)
- Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:
- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
  - (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.
- Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy is attached to this commitment.

Note 8: Pursuant to C.R.S. §38-35-125 and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

Note 9: C.R.S. §39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Note 10: Pursuant to C.R.S. §10-1-128 (6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Note 11: Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f of Section 5 requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"

Note 12: C.R.S. §38-35-109 (2), 1973, requires that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note 13: Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

Note 14: Pursuant to instrument recorded July 7, 1976 as Reception Number 401417 your property may or may not be in a Geological Hazard Area. It is the responsibility of the insured to make that determination. Note 14 only applies to properties in La Plata County.

Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



## Privacy Policy Statement

This notice is being provided on behalf of Colorado Title & Closing Services; Affiliates: Colorado Land Title Co. Inc, CLX Exchange Accommodators Inc, Rocky Mountain Escrow Inc and La Plata Abstract Co. dba Colorado Abstract and Title Services. It describes how information about you is handled and the steps we take to protect your privacy. We call this information "customer data" or just "data". If your relationship with us ends, we will continue to handle data about you the same way we handle current customer data.

### Protecting Customer Data

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to customer data about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with our privacy policy. We require our employees to keep the data secure and confidential.

### Information We Collect

In the course of our business some of the customer data we collect may be nonpublic personal information about you from the following sources:

- Information we receive from you or your authorized representative on applications or other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from our internet web sites;
- Information we receive from the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others;
- Information we receive from consumer or other reporting agencies; and
- Information from lenders and third parties involved in your transaction.

We maintain safeguards to protect your customer data from unauthorized access or intrusion. We limit access to your customer data only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### Use of Information

We may provide your customer data to various individuals and companies, as permitted by law, without obtaining your prior authorization. Disclosures may include, without limitation, the following:

- To our affiliates and/or successor in interest;
- To agents, brokers, lenders or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf;
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest; and
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose data as permitted or required by law, for example:

- To law enforcement officials;
- In response to subpoenas or a government investigation;
- To regulators and the Insurance Companies we represent; or
- To prevent fraud.

### Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### Changes to this Privacy Policy Statement

This Privacy Policy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy Statement, we will post a notice of such changes on our website. The effective date of the Privacy Policy Statement, as stated below, indicates the last time this Privacy Policy Statement was revised or materially changed.



ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

**C**OLORADO  
**T**ITLE & **C**LOSING  
**S**ERVICES

"Trusted Since 1946"

AGENT FOR

**WESTCOR LAND TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

COLORADO TITLE & CLOSING SERVICES, LLC  
970 Main Avenue (P.O. Box 3389)  
Durango, CO 81302  
(970) 247-5464  
Fax: (970) 247-0105



By:

*Mary O'Donnell*  
President

Attest:

*Patricia H. Power*  
Secretary

As Agent

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.ulta.org>.*

AMERICAN LAND TITLE  
ASSOCIATION  
COMMITMENT 6-17-06

WESTCOR  
LAND TITLE  
INSURANCE COMPANY

COMMITMENT  
FOR  
TITLE INSURANCE

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-5842



DEPARTMENT OF PLANNING & BUILDING  
123 ROGER SMITH AVE, CORTEZ, CO 81321  
PH. 970-565-3402 FAX 970-565-8172  
24 HR. INSPECTION LINE: 970-564-4071

City of Cortez  
File Number: 22-000145

Conditional Use Permit  
LU22-000002

Project Address: 148 & 150 South Washington Street  
Legal Description:

Owner:  
Name: Jaime Campuzano  
Address: 12368 Highway 145  
Dolores, Co 81323

Phone:

Project Description: Jaime Campuzano wanting to convert a duplex into townhomes.

Special Conditions: Note: This is a receipt only -- The Site Plan is subject to approval by the City of Cortez

Fees:		Payments:			
Description	Total Cost	Date	Type	Reference	Receipt ReceivedFrom Amount
Conditional Use Permit Fee	150.00	04/01/2022	Check	1762 72	Jaime
Misc Fee Duplex to Townhomes	50.00				Campuzano 200.00
Total:	200.00				
Total Paid:	200.00				
Balance Due:	0.00				



F22-0145  
LU22-0002

APPENDIX D - CITY OF CORTEZ  
APPLICATION FOR ZONING ACTION

This application is for:	
<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Special Exception
<input type="checkbox"/> Right-of-Way or Easement Vacation	<input type="checkbox"/> Site Plan Review
<input type="checkbox"/> Replat or Plat Amendment	<input type="checkbox"/> Variance
<input type="checkbox"/> Condominium Subdivision/Conversion	<input type="checkbox"/> Minor Subdivision

1. APPLICANT SHALL COMPLETE:

Jaime Campuzano 12368 Hwy 145 Dolores Co. 81323 970-422-2300  
Property Owner Mailing Address Phone/Fax

Same  
Contact Person Mailing Address Phone/Fax  
148 - 150 S. Washington St. Cortez, Co. 81321  
Subject Property Street Address

Legal Description; or \_\_\_\_\_ Attached

Duplex  
Existing Use(s)

Townhomes 1,500  
Proposed Use(s) Square Footage Lot Coverage (%)

Two  
Lot Size Proposed Building Height Off-Street Parking Spaces

Proposed Setbacks: Front Side Rear

Public Works Department Approval Sanitation District Approval

OATH OF APPLICANT

I hereby certify, subject to penalty of perjury, that the above is true and accurate to the best of my knowledge and that I understand all provisions of City and State codes applicable to the proposed development, any and all conditions placed upon the proposed development by the City Council and all information requested by this document. I also understand that if I violate any applicable provisions of City and/or State codes, I may be required to remedy such violation(s) through appropriate legal process imposed by the City, including moving or removing structure and ceasing of construction and/or uses

Jaime Campuzano 4-1-22  
Signature of Applicant Date

2. APPLICANT SHALL ATTACH 2 COPIES OF A COMPLETE SITE AND ACCESS PLAN OR PLAT SHOWING THE BUILDING OR STRUCTURE IN SUFFICIENT DETAIL TO DEMONSTRATE THAT THE PROPOSED CONSTRUCTION, RECONSTRUCTION OR CONVERSION, MOVING AND/OR ALTERATION IS IN CONFORMANCE WITH THE PROVISIONS OF THE APPLICABLE ACTION.

Other Items Required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## UTILITY LINE AGREEMENT

THIS AGREEMENT is made this 14<sup>th</sup> day of November, 2021 by and between JAMES CAMPUZANO, hereinafter referred to as "Campuzano" and ANDREW J. EVANS, hereinafter referred to as "Evans" and the parties agree as follows:

WHEREAS, Campuzano is the owner of the residences located at 148 and 150 South Washington Street, Cortez, Colorado 81321 more specifically described as follows:

The E1/2 of Lots 21, 22, 23 and 24, Block 14, F.R. Coffins Addition, according to the plat thereof filed for record on December 6, 1888 in Book 1 at Page 9.; and

WHEREAS, Evans is the owner of 106 ½ South Washington Street, Cortez, Colorado 81321 more particularly described as follows:

Lots 17, 18, 19 and 20, Block 14, F.R. Coffins Addition, according to the plat thereof filed for record December 6, 1888 in Book 1 at Page 9; and

WHEREAS, there is a shared sanitation line that runs from the corner of Second Street and Madison Street in an westerly direction until this line turns north in order to service the Campuzano properties and the Evans property; and

WHEREAS, the shared sanitation line stems off to provide a sanitation line to each of the specifically identified addresses of this agreement; and

WHEREAS, the parties desire to memorialize their agreement that the sanitation lines that stem to each particular residence will be maintained by the owner of each specific residence with this Agreement being binding on all of their successors and heirs; and

WHEREAS, the parties will collectively share the cost of maintenance for the common sanitation line that runs from the corner of Second Street and Madison Street and eventually stems off into each specific residence described herein; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, as well as the benefits to be received by the parties, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Exhibit A attached hereto delineates between the common sanitation line and the stem sanitation lines that serve 148 South Washington, 150 South Washington and 106 ½ South Washington, Cortez, Colorado 81321.

2. The Parties agree that they shall be jointly and severally liable for the maintenance and repair of the common sanitation line that runs from the corner of Second Street and Madison Street in a westerly direction until the line turns north in order to service 148 South Washington, 150 South Madison and 106 ½ South Washington, Cortez, Colorado.

3. Furthermore, Campuzano agrees to be liable for all maintenance and repairs for the stem sanitation line as depicted in Exhibit A attached hereto for 148 South Washington and 150 South Washington, Cortez, Colorado 81321, and Evans agrees to be liable for the maintenance and repairs for the stemmed sanitation line as depicted in Exhibit A that serves 106 ½ South Washington, Cortez, Colorado.

4. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies, including facsimile copies, taken together shall be deemed to be a full and complete Contract between the parties.

5. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this contract which, by its terms, is intended to be performed after termination or Closing shall survive the same.

6. This Agreement shall inure to the benefit of and bind each Party's beneficiaries, heirs, agents, successors, and assigns. This Agreement cannot be rescinded, canceled, terminated, supplemented, amended or modified in any manner whatsoever without the prior written consent of all Parties.

7. Recommendation of Legal Counsel. By signing this document, Campuzano and Evans acknowledge that they understand that this document has important legal consequences and each has the right to examination of title and consultation with legal and tax or other counsel before signing this contract. Evans acknowledge that Campuzano is represented by Keenen D. Lovett, P.C. Kelly R. McCabe, P.C. Evans has reviewed the Agreement and has had the opportunity to consult legal counsel of their choosing regarding these documents.

Done and signed the date and year first above written.

  
JAMES CAMPUZANO

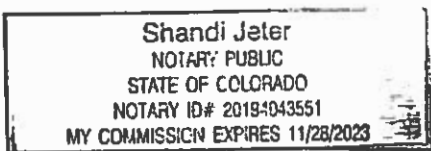
  
ANDREW J. EVANS

\*\*\* Left Intentionally Blank \*\*\*

STATE OF COLORADO     )  
  ) ss.  
County of Montezuma     )

Subscribed and acknowledged to before me this 14<sup>th</sup> day of November, 2021, by  
James Campuzano.

Witness my hand and official seal.

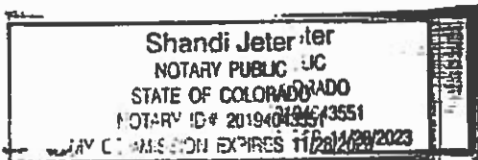


  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO     )  
  ) ss.  
County of Montezuma     )

Subscribed and acknowledged to before me this 14<sup>th</sup> day of November, 2021, by  
Andrew J. Evans.

Witness my hand and official seal.



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



## CITY OF CORTEZ

To whom it may concern,

I am requesting the City's planning department, and our City Counsel to consider the conversion of my rental multifamily Duplex located at 148-150 S. Washington Street to be converted into affordable single family townhome residences so as to be sold individually. As our housing market prices go up I feel this could be a good stepping stone for a single, couple, handicapped, or even a retired person to buy a smaller ground level property that would be manageable for them. It is conveniently located to our business district and would make it ideal for someone that walks to shop, dine out, or enjoy our park system to recreate.

Sincerely,

James Campuzano

12368 Hwy 145

Dolores, CO 81323

970-422-2300



106  
S Washington St

108 5  
S Washington St

146  
S Washington St

150  
S Washington St

148  
S Washington St

145  
S Madison St  
# 2

E 2nd St





106  
S Washington St

106 S  
S Washington St

146  
S Washington St

150  
S Washington St

148  
S Washington St

145  
S Madison St  
# 2

E 2nd St





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Fireworks Display Permit for the 4th of July and the Pinto Bean Golf Tournament

---

**BACKGROUND**

As per City of Cortez Code Section 11-4, the chief of the fire department or his authorized agent shall have the power to grant permits within the city for supervised public displays of fireworks by the city, fair associations and other organizations and groups, and to adopt reasonable rules and regulations for the granting of such permits. Attached is a copy of the Fireworks Display Permits from the Cortez Fire Protection District requesting permission to complete outdoor fireworks displays on July 4th in Parque de Vida and on August 20, 2022, at the Conquistador Golf Course for the Pinto Bean Golf Tournament. Also attached is a copy of the Certificate of Liability Insurance from the Cortez Fire Protection District.

**RECOMMENDATION**

Council will consider approving the Fireworks Display Permits from the Cortez Fire Protection District requesting permission to complete outdoor fireworks displays on July 4th in Parque de Vida and on August 20, 2022, at the Conquistador Golf Course for the Pinto Bean Golf Tournament.

---

**Attachments**

fireworks display permit



## FIREWORKS DISPLAY PERMIT

Permit is hereby granted to Cortez Fire Protection District

To stage an Outdoor Fireworks Display on the date of July 4, 2022

To be fired at Parque de Vida, City of Cortez, County of Montezuma, and State of Colorado.

To be fired at approximately 9:00pm

The proposed firing location has been inspected and meets with the safety requirements of NFPA 1123 and/ or other rules and regulations as required by the authority having jurisdiction.

  
\_\_\_\_\_  
FIRE DEPARTMENT  
Authorized Agent

May 12, 2022  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
CITY/ TOWN CLERK

\_\_\_\_\_  
(Date)

## FIREWORKS DISPLAY PERMIT

Permit is hereby granted to Cortez Fire Protection District

To stage an Outdoor Fireworks Display on the date of August 20, 2022 (Pinto Bean Golf)

To be fired at Conquistador Golf Course, City of Cortez, County of Montezuma, and State of Colorado.

To be fired at approximately 9:00pm

The proposed firing location has been inspected and meets with the safety requirements of NFPA 1123 and/ or other rules and regulations as required by the authority having jurisdiction.

  
\_\_\_\_\_  
FIRE DEPARTMENT  
Authorized Agent

May 12, 2022  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
CITY/ TOWN CLERK

\_\_\_\_\_  
(Date)



CORTFIR-01

DIANEP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (303) 368-5757	<b>FAX (A/C, No):</b> (303) 368-5863
<b>INSURED</b>  Cortez Fire Protection District 31 N. Washington St. Cortez, CO 81321	<b>E-MAIL ADDRESS:</b> tcwinfo@wilsonins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arch Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
11150		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	MEPK09140006	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MEPK09140006	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MEUM08837506	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage applies per policy terms and conditions.

If required by written contract as provided by attached policy form the City of Cortez is included as Additional Insured as respects General Liability only.

## CERTIFICATE HOLDER

## CANCELLATION

City of Cortez 123 Roger Smith Avenue Cortez, CO 81321	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Chas. L. Smith



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. e.

MEMO TO: Honorable Mayor and City Council

FROM: Matt Cashner, Human Resources Director

SUBJECT: Resolution No. 17, Series 2022

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**BACKGROUND**

Please see attached memorandum.

**RECOMMENDATION**

Council will consider approving Resolution No. 17, Series 2022, a request to add Juneteenth as an observed holiday fo the City of Cortez effective 2022.

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**Attachments**

Juneteenth Memo  
Juneteenth History



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

## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** MATT CASHNER, DIRECTOR OF HUMAN RESOURCES

**Date:** June 14, 2022

**RE:** Resolution 17, Series 2022 – Request to add Juneteenth as an observed holiday for City of Cortez

---

I was recently made aware that Juneteenth is both a Federal and State of Colorado observed holiday. The City of Cortez does not currently recognize Juneteenth as an official holiday observance. I made inquiries with other Colorado municipalities and learned a large number of them are recognizing Juneteenth as an official holiday. As your Human Resources Director I am concerned about this circumstance since recognition of this particular holiday could be interpreted by both employees, community members, and others as an indicator of our organizational values in relation to equality. My concern is bolstered by the importance of our enduring goal as a City government to set the standard and be the embodiment of equality, equal protection, and quality service delivery to all. Under this proposal, the City government and associated public buildings would be closed to observe the Juneteenth holiday on June 19th with the exception of essential services.

I am proposing the inclusion of the Juneteenth holiday which would serve as an additional fringe benefit to our full time employees. Governments, like the private sector, are currently having difficulty attracting and retaining qualified employees, and we are no exception. Adding an additional holiday day for our loyal employees to enjoy is just one more way we can demonstrate appreciation for our employees.

### RECOMMENDATION

Staff recommends approval of this proposal.

### MOTION

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

“I move to approve Resolution 17, Series 2022 to alter City policy and recognize the State and Federal holiday known as Juneteenth (June 19<sup>th</sup>) for the City of Cortez: ”

## What is Juneteenth?

Juneteenth (short for “June Nineteenth”) marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed. The troops’ arrival came a full two and a half years after the signing of the Emancipation Proclamation. Juneteenth honors the end to slavery in the United States and is considered the longest-running African American holiday. On June 17, 2021, it officially became a federal holiday, and on May 2, 2022 it became an official state holiday.

Confederate General Robert E. Lee had surrendered at Appomattox Court House two months earlier in Virginia, but slavery had remained relatively unaffected in Texas—until U.S. General Gordon Granger stood on Texas soil and read General Orders No. 3: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free.”

## The Emancipation Proclamation

The Emancipation Proclamation issued by President Abraham Lincoln on January 1, 1863, had established that all enslaved people in Confederate states in rebellion against the Union “shall be then, thenceforward, and forever free.”

But in reality, the Emancipation Proclamation didn’t instantly free any enslaved people. The proclamation only applied to places under Confederate control and not to slave-holding border states or rebel areas already under Union control. However, as Northern troops advanced into the Confederate South, many enslaved people fled behind Union lines.

## Juneteenth and Slavery in Texas

In Texas, slavery had continued as the state experienced no large-scale fighting or significant presence of Union troops. Many enslavers

from outside the Lone Star State had moved there, as they viewed it as a safe haven for slavery.

After the war came to a close in the spring of 1865, General Granger's arrival in Galveston that June signaled freedom for Texas's 250,000 enslaved people. Although emancipation didn't happen overnight for everyone—in some cases, enslavers withheld the information until after harvest season—celebrations broke out among newly freed Black people, and Juneteenth was born. That December, slavery in America was formally abolished with the adoption of the 13th Amendment.

The year following 1865, freedmen in Texas organized the first of what became the annual celebration of "Jubilee Day" on June 19. In the ensuing decades, Juneteenth commemorations featured music, barbecues, prayer services and other activities, and as Black people migrated from Texas to other parts of the country the Juneteenth tradition spread.

In 1979, Texas became the first state to make Juneteenth an official holiday; several others followed suit over the years. In June 2021, Congress passed a resolution establishing Juneteenth as a national holiday; President Biden signed it into law on June 17, 2021.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. f.

MEMO TO: Honorable Mayor and City Council

FROM: Kelly Koskie, Director of Finance

SUBJECT: Adoption of 2022 Updated Financial Policies

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#### **BACKGROUND**

When the City Manager was hired, Council requested updated Financial Policies as one of the goals to be completed for his evaluation process. The Finance Department thoroughly reviewed and updated the current Financial Policies. Those updates were then sent to our Audit firm, Atlas CPA's and Advisors for their review. Two minor changes were suggested and those were incorporated into the 2022 Financial Policies. It's important to note, no matter how detailed your policies are, if you hire staff who don't follow those policies they are useless.

#### **ISSUES**

#### **RECOMMENDATION**

Council will consider approving the Adoption of the 2022 Updated Financial Policies.

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#### **Attachments**

Financial Policies





# Financial Policies

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## **Section 1 – Introduction**

The Financial Policies manual includes policies and procedures to facilitate the financial management of the City of Cortez's resources to achieve the fiscal stability required to fund the services, public facilities and infrastructure necessary to meet the community's immediate and long term objectives. The City is committed to sound financial management, fiscal integrity and transparency. If the material in this manual does not answer a question, please contact the Finance Department.

The City is a home rule municipality operating under its City Charter. The City functions under the direction of an elected Mayor and a seven member City Council.

## **Section 2 – Auditing and Financial Reporting**

- A. Independent Audit. In accordance with State law (C.R.S. 29-1-603), an independent firm of certified public accountants, experienced in municipal accounting, will annually perform a financial and compliance audit of all financial affairs of the City. Their opinions will be contained in the City's Comprehensive Annual Financial Report (CAFR), and the report on Compliance with the Single Audit Act of 1984 (if required based on federal funding levels). The single audit encompasses both the entity's financial statements and the Federal awards received by the entity in accordance with the provisions of the Uniform Guidance.
- B. Accounting Information System. The City's accounting system shall be maintained in conformance with Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB).
- C. Financial Statements. The City will produce monthly financial statements for presentation and review by the City Council. The City may produce additional interim financial statements as deemed appropriate by the Finance Director.
- D. Financial Monitoring. Individual departments are responsible for monitoring and managing their resources to ensure that the legal and administrative appropriation to the department is not overspent and that all expenditures and uses of City resources are in conformity with City, state and federal ordinances, statutes, policies and regulations.
- E. Fund Accounting. Pursuant to GASB 34, the principal role of funds is to demonstrate fiscal accountability. The general ledger is organized on the basis of these funds and the fund's classification, and maintained in conformance with GAAP. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that consist of assets, liabilities, fund equity, revenues and expenditures. The

City has fifteen funds which are broken out into four classifications: Governmental, Enterprise, Internal Service and Special Revenue.

- F. Basis of Accounting. The basis of accounting for governmental funds is modified accrual and revenues are recognized in the accounting period in which they become “measurable and available”. The basis of accounting for proprietary funds is full accrual.

### **Section 3 – Budgeting**

- A. Fiscal Year. The City budgets on a calendar year, January 1 – December 31 for all funds.
- B. Budget Process Timeline. It is the Finance Director’s responsibility to develop and distribute a budget process timeline to the City Council, City Manager and Department Heads that allows for appropriate and responsible development of department budgets.
- C. Department Responsibility. Departments are responsible for providing template information in a timely manner, appropriate revenue and expenditure projections and capital project planning.
- D. Balanced Budget. The recommended budget presented annually to the City Council shall be balanced by fund. According to C.R.S. 29-1-103 no budget adopted shall provide for expenditures in excess of available revenues and beginning fund balances.
- E. Allocations. City Council allocates funding based on current priorities and results, and does not simply increase the prior year’s budget. All appropriations not spent or encumbered at the end of the fiscal year lapse into the fund balance applicable to the specific fund, except for capital projects and grant funds.

### **Section 4 – Revenues**

- A. The City should strive to maintain a diversified and stable revenue base; to the extent it has the legal authority to do so.
- B. The City will follow a policy of collecting all due and payable revenues.
- C. All revenue projections should be realistically calculated and budgeted. Revenue estimates will be based on trend analysis, economic conditions and other factors.

- D. The City will review its fees and other charges for services annually to ensure that revenues are meeting intended program goals and are keeping pace with inflation, other cost increases and any applicable competitive rate. All changes to the schedule of fees and charges must be approved by resolution by City Council.
- E. The capital and operating budgets of enterprise funds shall not be subsidized by the General Fund and shall be supported wholly by fees and charges generated by the enterprise.

## **Section 5 – Operating Expenditures**

- A. Current operating expenditures will be funded with current operating revenues, approved grants or the use of fund balance in accordance with fund balance policies.
- B. The City will maintain a budgetary control system to ensure adherence to the budget and will make timely reports available to management, which compare actual revenues and expenditures to budgeted amounts.
- C. A plan should be maintained and funded which provides for the orderly replacement of equipment.
- D. Goods and services shall be procured in accordance with the Purchasing Policy.
- E. The Finance Department shall adopt policies and procedures controlling the use of the City purchasing cards. Any disputed charges and/or lost or stolen cards need to be reported to the Finance Department. A member of the Finance Department will then take any necessary action.
- F. Savings in an adopted operational expenditure are not to be used as justification to increase expenses for capital expenditure purposes without prior approval by the City Council and/or City Manager.
- G. The City will undertake periodic reviews of City programs for both efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternatives to services delivery. Programs that are determined to be inefficient and/or ineffective shall be reduced in scope and eliminated.

## **Section 6 – Debt**

- A. The City will seek to maintain, and as possible, improve its current credit rating so its borrowing costs are minimized and its access to credit is preserved and enhanced.

- B. Debt will not be used to finance current operational expenses. The City will confine long-term borrowing to major capital projects or equipment that cannot be financed from current revenues. The City should exhaust all possible resources, such as grants and pay-as-you-go funding, before borrowing funds.
- C. A refunding (or refinancing), either on a current or advance basis, will only be executed if the net present value savings (gross savings present valued at the arbitrage yield of proposed refunding issue) resulting from paying off or restructuring the debt is cost effective.

## **Section 7 – Capital Improvement Program (CIP)**

- A. The City will plan for its capital needs at least five years into the future in order to address needs and to earmark revenues.
- B. A five-year CIP shall be prepared and updated annually. Departments shall request items meeting the definition of capital assets through the annual capital budget process.
- C. The CIP shall incorporate a ranking method to determine priority of projects.
- D. The City will strive to fund capital improvements on a pay-as-you-go basis in order to enhance its financial condition and bond rating.
- E. An asset is classified as a fixed asset if the cost is greater than \$5,000 and its useful life is greater than one year. The City will apply its threshold to individual items rather than to groups of similar items.
- F. Savings in an adopted capital project are not to be used as justification for reallocation to other expenditure types without prior approval by the City Council and/or City Manager.

## **Section 8 – Cash Management**

- A. Cash Pool. All monies from all of the City's different funds are centralized in the City's main checking account (pooled account) unless stipulated under federal or state provisions to be segregated or as required for special projects. For financial reporting purposes, the monies are reported in the appropriate fund.
- B. Centralized Depository. Various City departments have the capability to accept cash payments.

Monies collected are forwarded on a daily basis to the Finance Department which performs the actual depository function. A deposit is made daily to ensure funds are available for immediate use or investment. Monies collected after the deposit is made are kept secure in a locked vault with access limited to authorized personnel.

- C. **Receivables.** Upon a check being returned from the bank due to insufficient funds, the party will be notified and informed to pay their balance and applicable fee(s). If the check in question concerns a service in process, it is the responsibility of the department to stop City services until the debt plus any required fees have been paid. Checks will not be accepted from individuals who have not satisfied outstanding debts or who have a history of writing bad checks. Special tax liens are instigated against real property whose owners have failed to pay debt obligations to the City related to that specific property.
- D. **Cash Flow Monitoring.** Temporarily idle cash is invested until needed. Cash inflows and outflows are monitored to ensure that the supply of liquid cash is available to meet appropriation requests. During peak periods, cash outflows increase and cash on hand is generally maintained at a level to meet three months of appropriation requests. Cash flow monitoring ensures the City has the ability to meet future cash requirements and eliminates the need for short-term borrowing in addition to maximizing the time available for investment.
- E. **Fund Balance Policy.** The City shall adopt a fund balance policy to ensure adequate levels of fund balance are maintained to mitigate current and future risks, meet emergency obligations, avoid interruptions in cash flow, generate interest income and maintain a sound bond rating.
- F. **Vendor Disbursements.** Cash disbursements are typically made on a weekly basis, with checks being prepared only after approval of the check request according to the City's Purchasing Policy. Occasionally a check may be issued outside of the weekly check run, if the Request for an Out of Line Check form has been filled out and signed by the Department Head and City Manager. The City strives to make timely payments, take advantage of every applicable discount possible and avoid the payment of late fees.
- G. **Check Fraud Protection.** The City secures its check stock in a locked location with access limited to authorized personnel. Every check issued by the City shall be signed by the Mayor and countersigned by the City Manager. Facsimile or mechanical signatures may be used for such checks if authorized by the Council.
- H. **Banking Services.** The City goes out for bids on their banking services at the discretion of the Finance Director. If necessary, the bid process consists of sending out requests for proposals (RFP) to all local financial institutions which details the services required by the City. Each bid is reviewed in detail to determine the scope of services offered, at what cost and interest rate

offered on the collective bank accounts.

## **Section 9 – Investments**

- A. The City is committed to investing public funds in a manner that will provide preservation of capital, maintain sufficient liquidity to meet anticipated cash flows, diversify investments to avoid unreasonable market risks, generate market rates of return and conform to all local and state statutes.
- B. Consistent with State law (C.R.S. 24-75-601), the following investments will be permitted by this policy:
  - 1) U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value.
  - 2) Certificates of deposit and other evidences of deposit at financial institutions.
  - 3) Investment-grade obligations of state, provincial and local governments and public authorities.
  - 4) Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.
- C. The Finance Director will be responsible for investment transactions. These transactions will be made in accordance with the goals and guidelines of this investment policy. The Finance Director may choose to use investment managers to manage a portion of the City's investment portfolio.
- D. The standard of prudence to be used for managing the City's investment program is the "prudent investor" standard applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds considering the probable income as well as the probable safety of capital." (Colorado Revised Statutes 15-1-304, Standard for Investments.)
- E. The Finance Director shall prepare an investment report on a regular basis to the City Manager. This report will include a management summary that provides an analysis of the status of current

investment portfolio and transactions made.

## **Section 10 – Grants**

- A. Grant Funding. Funding through grants is encouraged as a means of financing a project or one-time expenditures. The City should, however, discourage the use of intergovernmental grant assistance for routine, ongoing operational costs and programming may be cancelled if grants are not sustained. If personnel is funded through an ongoing grant source, such personnel shall be notified that continued availability of that position is contingent upon future availability of grant funding. Costs associated with grant reimbursements shall be separated into general ledger accounts or groups of accounts as is appropriate according to the specific grantor requirements.
- B. Conflict of Interest. No employee or official of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to, bias the design, conduct, or reporting of a grant funded project on which he or she is working. It shall be the responsibility of the Grant Administrator for each particular grant-funded project to ensure that in the use of sponsored funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:
  - 1) Using his or her official position for private gain.
  - 2) Giving preferential treatment to any person or organization.
  - 3) Losing complete independence or impartiality.
  - 4) Making an official decision outside official channels.
  - 5) Affecting adversely public confidence in the grant funded program in particular and the City in general.
- C. Accounting and Reporting.
  - 1) The accounting system has an Activity Code feature that can track all revenues and expenditures by the specific grant or project. The Grant Administrator will reconcile on a regular basis to ensure all revenues and expenditures are being appropriately coded to the correct grant.



- 2) Only allowable costs will be allocated to a grant.
  - 3) Grants will only be budgeted when a grant award letter or statement of grant award has been received.
- D. Documentation. All grant expenses must comply with the terms set forth in the grant application, grant award letter, City procurement policies and the guidelines in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR 200.
- 1) Documentation for all expenditures must be retained by the department for audit purposes and should include:
    - Timesheets certified or signed by the employee and approved by their supervisor for all payroll expenses.
    - Purchasing documents for expenditures (if necessary based on dollar amount of purchase).
    - City, state or governmental agreement number.
    - Formal bids for all purchases requiring such a process per City or Federal regulation, and price or rate quotation documentation for all purchases that do not exceed the Simplified Acquisition Threshold on Federally funded grants per 2 CFR 200, §200.320(b).
    - Detailed receipts or invoices.
    - General Ledger detail showing revenue and expenditure activity, reviewed on a regular basis, and reconciled to detail provided to granting agencies.
  - 2) The City's Finance Department, with the assistance of specific grantee City departments, shall maintain the following information:
    - Identify, through a project and account structure, all federal awards received and expended and the federal programs under which they were received. All awards should be identifiable by the Assistance Listing Numbers (LAN) title and number, award number, award year, name of federal agency, and the name of the pass-through agency (if applicable).

- Maintain internal control over federal programs that provides reasonable assurance that the grantee is managing the award in compliance with the laws, regulations, and the provisions of the contract or grant agreement.
  - Comply with laws, regulations and the provisions of contract or grant agreements related to each grant award.
  - Prepare required financial statements, including financial statements that reflect the entity's financial position, results of operations or changes in net assets, and where appropriate, cash flows for the fiscal year audited. In addition, a schedule of federal assistance will be prepared for the external auditors which includes all federal grants.
- 3) Grant documents should be read carefully to ensure compliance with all grant requirements. Additional documentation may be required under the terms and conditions of the specific grant award to include, but not limited to, procurement justification, grant reconciliation frequency, cash match calculation and tracking and records retention.
- 4) The Grant Administrator is responsible for confirming that the information in the financial system is accurate as outlined above.
- E. Audit. Per OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 §200.501, all non-federal entities that expend \$750,000 or more in a year on Federal awards, either as the grantee or the sub-grantee, shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Uniform Guidance. The single audit encompasses both the entity's financial statements and the Federal awards received by the entity; whereas a program-specific audit will audit one Federal program and can only be used when the grantee receives grant awards only from one Federal program. The city contracts with an external firm to conduct a single audit on an annual basis. The awarding agency may also specify additional audit requirements in the grant award letter or grant guidance. The Finance Department, with the assistance of the specific grantee City departments, shall follow up and take corrective action on all audit findings.

## **Section 11 – Internal Controls**

- A. City management is responsible for establishing and maintaining an internal control structure. The internal control structure is designed to provide reasonable, but not absolute, assurance that the following objectives are met. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. We believe the City's

internal control structure adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions. Internal controls are defined as the organization and methods used to:

- 1) Safeguard assets from loss by fraud or by unintentional errors;
  - 2) Assure the reliability of the accounting data which management may use in making decisions; and
  - 3) Promote operational efficiency and encourage adherence to adopted policies.
- B. The City will maintain an accounting system which provides internal budgetary and accounting controls designed to provide reasonable assurance regarding both the safeguarding of assets against the loss from unauthorized use or disposition and the reliability of financial information used in preparation of financial statements and reports.
- C. An independent certified public accounting firm will perform an annual audit and will publicly issue a financial opinion and a statement on internal controls. A management letter will be part of this report.
- D. The City Departments will maintain an inventory of items that require special attention to ensure legal compliance. Legal or contractual provisions may require a higher than ordinary level of accountability over certain items (i.e., items acquired through grant contracts).
- E. The City Departments will maintain an inventory of theft sensitive items (i.e., computers, laptops, monitors).
- F. Finance Department specific controls include:
- 1) All bank statements shall be reconciled to the general ledger on a monthly basis. Bank reconciliation duties are performed by employees that have no direct responsibility for the collection or disbursement of cash in the account for which the reconciliation is performed.
  - 2) There shall be a separation of investment transaction authority from accounting and recordkeeping.
  - 3) Outgoing wires shall be initiated by a Finance Department employee and approved by a second Finance Department employee.

- 4) Daily cash deposits will be compiled and counted by a Finance Department employee and will be counted and verified by a second Finance Department employee.

G. Internal control procedures should be formally documented and reviewed periodically.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. g.

MEMO TO: Honorable Mayor and City Council

FROM: Drew Sanders, City Manager

SUBJECT: Resolution No. 18, Series 2022

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**BACKGROUND**

See attached memorandum.

**RECOMMENDATION**

Council will consider approving Resolution No. 18, Series 2022, approving the adoption of a formal set of protocol for its governance.

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**Attachments**

Memorandum in Support of Resolution 18 Series 2022

Resolution 18 Series 2022

Exhibit 1 - Council Protocols



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

## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** DREW SANDERS, CITY MANAGER

**Date:** June 6, 2022

**RE:** Resolution 18, Series 2022 – Adoption of Council Protocols

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A set of proposed Council protocols has been created and informally presented to the Council at the last workshop session for review and comment. The proposed document is modeled upon similar documents used by other Colorado municipalities. Creation of this document is an effort to help Council with the following:

- Adhere to open meetings laws
- Help maintain effective communication and organizational efficiency
- Provide a convenient reference document and serve as a quasi-policy manual for Council members

### RECOMMENDATION

Staff recommends formal adoption of the Council protocols as presented in Exhibit 1.

### MOTION

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

**“I move to approve Resolution 18, Series 2022 to adopt Council protocols as presented and attached as Exhibit 1 of the resolution.”**

**CORTEZ CITY COUNCIL  
RESOLUTION NO. 18  
SERIES 2022**

**A RESOLUTION ADOPTING PROTOCOLS**

WHEREAS, it is useful and beneficial to have a recommended set of protocols as guidelines for conducting business as a City Council; and,

WHEREAS, Council has reviewed and approved as guidelines for City Council business the protocols attached hereto and incorporated herein as Exhibit 1.

NOW THEREFORE, it is resolved by the City Council of the City of Cortez, Colorado, that the protocols are adopted as guidelines for the conduct of City Council in conducting City business.

MOVED, SECONDED AND ADOPTED THIS 14th day of JUNE, 2022.

CITY OF CORTEZ

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RACHEL B. MEDINA, MAYOR

ATTEST:

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LINDA L. SMITH, CITY CLERK



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

## **CITY COUNCIL PROTOCOLS**

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Approved by City Council on:

Last Revision: 5-24-2022

### **Communication: Agenda Items**

1. The agenda packet is shared with all Councilmembers via the AgendaQuick system no later than the Thursday afternoon before scheduled Council meetings. Councilmembers will direct their individual requests for additional materials or information relating to agenda items to the City Manager via e-mail, while copying the request to the Mayor prior to the Council Meeting. If the requested information can be provided from readily available data with no diversion of the staff time, then it will be provided within a reasonable amount of time after the request. Information will be sent at the same time to all Councilmembers to their official City email address.
2. Councilmembers should strive to ask questions of staff for further information in a regular meeting. If this is not possible, in order to honor the time of City staff, Councilmembers will make every attempt to request additional materials or information relating to the Council meeting agenda as soon as possible before the scheduled meeting and will attempt to collect all questions in one request if a question cannot wait until the next regular meeting. The Council as a whole should direct the City Manager to provide this information at a future meeting; or, if more immediate information is needed, by email or hard copy to all Councilmembers.
3. If the requested information is not readily available or requires a special report or a significant investment of time that will divert staff from established priorities, the Manager will notify the requestor and the Mayor prior to the start of the meeting. The requestor has the option of pulling the item from the agenda and/or making a motion to postpone the agenda item for further consideration.
  - a. The City Manager will place the request for information or agenda item on the next meeting agenda if the majority of Councilmembers agree the requested information is important for future decision-making.
  - b. If the Council agrees that the information is important for future decision-making, then the Manager will direct that a report be developed and provided as requested by the Council and commit to a time frame for providing the information.



### **Communication: Between Meetings**

1. The City Manager may update all Councilmembers on important City issues as necessary, between meetings, but shall always strive to follow open meeting laws. This may include one-way communication via mail or email from the City Manager where information will be sent to all Councilmembers at the same time. In times of emergency requiring immediate notification via phone, the Mayor will be the first contact, then Mayor pro-tem, and then the other members.
2. A). Any mail correspondence a Councilmember may have received at City Hall is promptly delivered to the Councilmember's mailbox in City Hall, located in the City Clerk's Office.  
B). The City Manager will communicate requested information to all Councilmembers in a reasonable time without interfering with the regular conduct of City business.  
C). The City Manager will distribute to all Councilmembers any information requested for the Council by the Mayor or a Councilmember at a regular meeting.
3. Councilmembers may communicate with other individual Councilmembers, the Mayor or the City Manager for the purposes of asking clarifying questions, providing clarifying information or socializing under circumstances that do not conflict with or circumvent the Colorado open meetings law. Councilmembers shall refrain from conducting business requiring deliberation by the entire Council through email and/or between meetings. If three or more members of the Council are participating in a conversation about City business through email or in person, an open meeting is required. Councilmembers will communicate their individual requests for detailed or sensitive non-agenda information to the City Manager while copying the request to the Mayor. If the requested information can be provided from readily available data with no diversion of the staff time, then it will be provided within a reasonable amount of time after the request at a public meeting
4. If a Councilmember has a question requiring the City attorney's response, he/she should refer the question to the City Manager and courtesy copy the Mayor. This is done as a cost-saving measure and to ensure that several Councilmembers are not contacting the attorney with duplicate questions or that one Councilmember is not directing the City Attorney.
5. Councilmembers will not directly contact entities with which the City contracts with or otherwise engages, such as, but not limited to, City Engineers, potential or current vendors, and other service providers for purposes of City business.

### **Communication: Visiting City Operations**

1. Although Councilmembers are encouraged to visit any City facility or operation for informational purposes however, as a courtesy, Councilmembers will inform the City Manager of any visit as much in advance as possible to accommodate for staff's time, unless the Councilmember is attending a function to which he/she has been invited. Obvious exceptions to this are private visits to City parks, recreation center, library, City Hall, etc. The City Manager will set up tours of City operations as Councilmembers request them. Councilmembers must follow proper safety guidelines. All visits are to be escorted or directed by a staff member designated by the City Manager. Councilmembers will not assume a supervisory role with staff or their contractors.

### **Communication: With the Public**

1. Councilmembers are encouraged to participate in community activities as liaisons between the public and the City with respect to its legislative role (not with respect to quasi-judicial matters, i.e. licensing or land use decisions pertaining to a particular property or entity). Councilmembers are expected to:
  - a. Listen politely and respectfully.
  - b. Accurately relay non-confidential information about the City in a positive and truthful manner.
  - c. Refer questions about specific City activities/issues to the City Manager or appropriate staff person or spokesperson (as designated by the City Manager or Mayor) when they do not know the answers.
  - d. Clarify Councilmember's limitations, obligations, and responsibilities as a member of the Council. Do not speak on behalf of the entire Council.
  - e. Respect Council decisions.
2. If the citizen has a complaint, ask if they have followed the City's procedures and/or chain of command.
  - (A) Complaints regarding staff should be directed to the City Manager.
  - (B) Complaints regarding the City Manager should be directed to the Mayor.
  - (C) Complaints regarding City services or issues should be directed to the City Manager, who may request that the complainant prepare a written statement or complaint. This written request will be kept on file and, per City protocol, will be responded to in writing by the City Manager within three days as time allows. The City Manager will inform the Council of the resolution of any serious issue referred to the City Manager. Multiple complaints or those of a severe or unusual nature with regard to City services or issues will be brought before the Council by the City Manager.
  - (D) Complaints regarding Councilors should be directed to the Mayor, who will address the complaint/issue with the Councilmember.
3. The Council should recognize the right of citizens to express themselves regarding policy, finances, or other responsibilities of the Council that are not quasi-judicial in nature should use one or more of these alternatives: contact City Staff, e-mail, telephone, or write Councilmembers, speak at public forums, or participate in the public comment period of a Council Meeting.

4. A Councilmember retains the right to speak to anyone as an individual, except with regard to quasi-judicial matters to be heard by the Council, but must understand that any comment will likely be interpreted by the listener as being an official statement of the Council. In speaking as an individual, the Councilmember should: A) **clarify that he or she is speaking as an individual and not for the Council**; and B) remind community representatives of any position or action that the Council has officially taken related to the issue in question and support the official position taken by the Council.

#### **Communication: With the Media**

1. The Mayor or designee will be the official spokesperson for the Council to the media on issues that relate to Council decisions. The City Manager or a designated staff member will be the official spokesperson for the City on issues of media attention that relate to City operations.
2. Press releases issued on behalf of the Council will be approved by the Council prior to release, unless an emergency or public necessity exists. Press releases issued on behalf of the City will be approved by the City Manager prior to release, unless an emergency or public necessity exists.
3. A Councilmember who receives a call from the media requesting information, comments, or an interview regarding City business will direct the caller to the City Manager. The City Manager will notify the Council, periodically, of any media requests. If the matter is urgent, the City Manager will notify each Councilmember via phone or e-mail, whichever is more practical. The City Manager or designee will keep Councilmembers apprised of issues the media may be considering.
4. A Councilmember retains the right to speak to the media as an individual, but must understand that any comment will likely be interpreted by viewers/readers as an official statement of the Council. In speaking as an individual, the Councilmember should: 1) Clarify that he/she is speaking as an individual and not for the Council; 2) Remind the media representative(s) of the position or action of the Council related to the issue in question; and 3) Notify the City Manager and the Mayor about the media request. The Mayor or City Manager will inform the rest of the Council of the media correspondence.

### **Communication: E-mail, Written, or Verbal**

1. Councilmembers may respond to e-mails from constituents, but should bear in mind that any such responses may be subject to Colorado Open Records Act (CORA) requests. A Councilmember retains the right to respond to e-mails as an individual, but must understand that such communication may be interpreted by the reader as being an official statement of the Council. The member should: 1) Clarify that he/she is responding as an individual and not for the Council; and 2) Remind the reader of any position or action the Council has officially taken on the subject.
2. Members will share City business related e-mails they receive with the rest of the Council via the City Manager. The Councilmember should copy the City Manager for dissemination to the rest of the Council. This applies if:
  - a. The e-mail is not of a personal or confidential nature.
  - b. It is not obvious that the sender has copied the rest of the Councilmembers on the e-mail.
  - c. The Council does not engage in any conversation or action which would violate the open meetings Act.
3. E-mail or letters addressed to all Councilmembers are to be answered by the City Manager on behalf of the Council or are to be put in the Council Packet. A copy of such response will be forwarded to all Councilmembers and, depending on severity, reported at the next meeting.
4. Councilmembers will not respond to anonymous e-mails as to City business unless the communication pertains to criminal, health, or safety issues. Any such e-mails will be forwarded to the City Manager for appropriate action. If a Councilmember receives communication which he/she perceives to be of a threatening nature or a criminal act, the Councilmember will immediately call the City Police Department and the City Manager and forward the e-mail to the City Manager for action and the rest of the Council for their situational awareness.

### **Meetings: Types of Meetings**

There are a variety of meetings for Councilmembers. While most meetings occur on a regular basis, dates can change or meetings can be omitted altogether due to other conflicts on the calendar. All public meetings will be posted with 24-hour notice.

1. **Council Meetings** - These open meetings are held on the second and fourth Tuesdays the month at 7:30 p.m. at City Hall, unless a special meeting has been called. They are held to conduct the formal business of the City in public. Action may be taken during this meeting. Council Meetings may be preceded or followed by an executive/closed session.
  - a. Members of the public are invited to address the Council during a Council meeting regarding agenda or non-agenda items during either of the two a public comment periods. Anyone wishing to address the Council must sign up at the start of the meeting in accordance with *Resolution No. 11, Series 2022*.

- b. Each speaker has up to three (3) minutes to address the Council. The Mayor will call the speakers forward to the podium to speak at the appropriate time.
- c. On occasion, the Mayor (with advice from the Council) may choose to modify the number of minutes assigned to each speaker.

**Councilmembers will not conduct an interchange with the speaker if the speaker addresses a non-agenda item.** The City Manager or Mayor may provide factual information and/or reference to policy in order to facilitate resolution.

- d. The Council meeting is recorded and minutes shall be made available by the City Clerk upon formal adoption by the Council at the following meeting. Adopted minutes shall be available on the City web site.
2. **Executive Sessions** -These meetings are not open to the public and typically include consultation with legal counsel or other matters as allowed by Colorado open meetings laws. Since they are executive/closed meetings, there cannot be any formal action taken or decision made during an executive session. Executive session discussions will be kept confidential. Topics that can be discussed in executive/closed session include:
- a. Personnel matters involving a specific employee including the City Manager's evaluation and/or contract, unless the specific employee requests that the matter be discussed in an open meeting.
  - b. Attorney conferences to receive legal advice on a specific legal question.
  - c. Discuss purchase, exchange, lease, sale, or value of real property or other property transactions.
  - d. Deliberation regarding negotiations to develop a strategy for negotiations or to instruct a negotiator.
  - e. Other topics as provided by the Colorado open meetings law such as documents protected under CORA, security arrangements, investigations, or matters deemed confidential under state or federal law.
3. **Workshops** - These open meetings are typically held prior to a stated Council meeting at 6:30 p.m. at City Hall. Start times may vary based upon the needs of the City. The Workshop is a meeting between Councilmembers and staff to discuss items and to receive information. In addition, **no action is taken**. The Council is typically provided more of an update on particular issues and programs that may come to the Council at a later date during a Council meeting.
- a. **Members of the public may not address the Council during a Workshop meeting unless invited to do so by the Council. Public input is scheduled at regular Council Meetings only.**

Any Councilmember may make a request for a specific topic to be addressed in a future workshop session by submitting to the Mayor and City Manager a formal request in writing, submitted prior to the work session at which the topic shall be addressed. The Council may

address the issue if a majority wishes to. At the end of each work session, the Mayor will ask Councilmembers if they have a topic to be discussed at a future meeting. Packets and agendas are sent out by Thursday of the previous week, just like the regular Council meetings.

4. **Public Input Sessions** -On issues of broad community interest the Council may decide to conduct public input sessions such as public hearings, at regular meetings, workshops, and presentations. Examples of issues include tax rate setting, general information gathering or sharing sessions, and similar topics. This meeting may be held at City Hall or another location. Members of the public may address the Council on the posted topic at hand. Councilmembers will listen to the comments but will not conduct an interchange with the speaker. However, if the speaker provides incorrect information then the Council or staff may request correct information at the earliest convenience. No action may be taken.
5. **Special Meetings** -A special meeting is a business meeting held on a date other than the regularly scheduled meeting under Article III, Sec. 4 of The Charter (Cortez City Code). Action may be taken. A minimum of 24- hour notice to the public of the meeting is required, and minutes must be kept and made available to the public.
6. **Emergency Meetings** - An emergency meeting is essentially a special meeting for the purpose of addressing a situation which must be handled immediately involving preservation of public peace, health, or property. Actions should be ratified at a subsequent meeting for which full and timely notice has been provided. As much notice as possible, under the circumstances, will be given for an emergency meeting. Ordinances may be passed as an emergency measure after first reading, and then only by two-thirds vote of the Councilmembers present (Article III, Sec. 9).
7. **Retreats** -A retreat is a planning meeting between Councilmembers and staff which could include a training session for Councilmembers. As a best practice, retreats should be held within 10 miles of City limits. Councilmembers may elect to participate via telephone or video conference if unable to attend. No action may be taken.

### **Meetings: Agenda Setting**

1. Agendas are drafted by the City Manager. The City Manager will place the request for information or agenda item on the next meeting agenda if a majority of Councilmembers agree that the suggested information is important for future decision-making and the agenda item is desired at the next meeting. If the City Manager or Mayor receives a written request from a member of the public to include an item on an upcoming agenda, the City Manager shall decide how to present the information to the Council. He/she may elect to put the item on the next agenda, in consultation with the Mayor. A standing agenda item for reports from the advisory committees will be placed on each agenda. A representative from each advisory committee may give a brief report if so desired.

2. No item should be placed on a Council Meeting agenda less than 24 hours in advance of the meeting unless an emergency or urgent public necessity exists. The Colorado open meetings law requires the City to post the agenda in a public location 24 hours prior to the meeting.
3. The Council can pass items through a “consent agenda” and may do so in one motion. During a Council Meeting, any Councilmember may remove an item from the consent agenda for separate consideration. Prior to the meeting, the Councilmember will make every effort to inform the appropriate staff member of his/her intent to remove the item from the consent agenda so that the staff member may be prepared. The Councilmember will also notify the City Manager and the Mayor of his/her need to further discuss the consent agenda item prior to action by the Council. Consent agenda items must still be voted upon by counting the ayes and nays of each Councilmember, but as a whole, and the votes required to pass any specific item on the consent agenda are not altered by placing the item on the consent agenda

#### **Meetings: Councilmember Preparation and Conduct**

1. Councilmembers will read and study the packet prior to each meeting. Councilmembers will direct agenda related questions to the City Manager, copying the Mayor, in accordance with the procedure outlined in “Communication: Agenda Items.”
2. All Councilmembers are expected to conduct themselves professionally and ethically during all meetings and public forums, as well as away from public meetings. Examples of behavior that will not be tolerated are rude remarks, interruptions, yelling, name calling and disrespectful verbal or body language, making slanderous, threatening, abusive, or disparaging comments. During posted meetings, all members will conduct himself/herself according to this protocol. As a best practice, *Roberts Rules of Order* shall apply and the principles outlined in CIRSA’s handbook for elected officials will be followed (Ethics, Liability & Best Practices Handbook for Elected Officials).

If, during a meeting or public forum, any member conducts themselves in a manner that is intolerable or prevents the accomplishment of goals, the Mayor may adjourn or recess the meeting. Differences of opinion, if respectfully submitted, are not to be construed as unacceptable behavior but rather as alternate views on a subject. The Mayor may request a Councilmember who is unruly or disruptive to be escorted from the room.

Individual Councilors may point out to the offending Councilor in private the infractions in an effort to resolve the concerns informally. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem.

It is the responsibility of the Mayor to initiate action if a Councilor’s behavior may warrant sanction. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation and recommend

sanction options. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting. Councilors who intentionally and repeatedly do not follow proper conduct, as set forth in these protocols, the sources referenced in these protocols, or other applicable Colorado law, may be reprimanded or formally censured by the Council.

3. Only Councilmembers who are physically present may participate in regular Council Meetings, with the only exception being emergency meetings. Councilmembers who cannot attend, but would like to listen to a called meeting, may listen via phone, but cannot speak once the meeting begins. The minutes may reflect the following: “[COUNCILMEMBER] was unable to attend the meeting in person. Pursuant to the open meetings act, [COUNCILMEMBER] was not permitted to *participate in the meeting, but, [COUNCILMEMBER]* did call in and was able to listen to all the discussion on each of the agenda items discussed.”

### **Meetings: Executive Sessions**

1. Executive session is a closed meeting and usually precedes or follows a Council Meeting or Work Session. Refer to page 4 of this document for allowable topics.
2. No formal action or decision may be made in executive session. The outcome of the discussion may be voted on by the Council once the executive session is adjourned and the regular meeting has recommenced.
3. All matters discussed in executive session are considered confidential. Councilmembers will not disclose executive session conversations. When it is apparent to the Council that it would be in the best interest of the staff, community or Council to make a statement regarding anything that occurs in or results from an executive session, the Mayor will compose an official public statement that meets with the approval of a majority of the Council. Any such statement will comply with the limitations of the law. If individual Councilmembers are pressed for information regarding executive sessions that Councilmember will state clearly that he/she can give no information other than what is posted on the agenda. If pressed further, the Councilmember will refer the inquiry to the City Manager.
4. Executive sessions must be audio recorded, and recordings must be kept a minimum of 90 days. As a general rule, the City Manager and/or the City Attorney will audio-record the proceedings and will note the time of the session start and close, as well as those in attendance. No formal minutes of the proceedings shall be taken.
5. No persons other than the Council, City Manager, and City Attorney (as appropriate) is entitled to attend or participate in executive sessions. If the Mayor, designee or the City Manager believes that consultation with a person or group would be beneficial to the discussion, that person or group may be invited to participate for a specific purpose. Such consultants must leave the room upon the conclusion of their participation or when the Council no longer believes such participation is productive. A Councilmember will make such a request to the Mayor or designee,



who will work with the City Manager to arrange for participation as requested. The City Manager may be prohibited from participating in executive/closed sessions where the Council may be considering any aspect of his/her employment or job performance. In the event any persons other than the Council and City Manager participate in executive sessions, the City Manager and Council will ensure that the participant(s) are aware of the limitations placed on disclosure of the content of the discussion occurring in executive session. The Council has the option to take action on a matter discussed in an executive session when the public or open session resumes.

### **Committee and Council Liaisons (Advisory Committees)**

1. Councilmembers serve as community liaisons to various groups throughout the community as well as committees within the City. Through consultation and an appointment by the Council of individual Councilors, members may serve on the following committees as a standing liaison:
  - Public Arts
  - Historic Preservation
  - Parks, Recreation, and Forestry
  - Golf
  - Library
  - Mesa Verde Country (as board members)
  - Other Councils and committees, as determined by the Council
2. The Mayor will solicit input from the Councilmembers regarding preferences and the Council of Councilors will assign members to liaison positions. Recommended liaison assignments will be approved by a majority of the Council. Liaisons can be removed from their assigned Council or Committee by a majority vote or as otherwise provided in the Cortez Municipal Code.
3. The Council liaison will: 1) serve as the contact person for Councilmembers with questions in that particular area; 2) be willing to commit the time necessary to be effective; 3) be responsible for communicating to the Council on a periodic basis, subject to Colorado open meetings law limitations; 4) be responsible for helping staff know how/when/what to communicate to the Council about the area; 5) a representative from each committee may give a brief report to the Council at stated meetings during the standing agenda item for advisory committee reports.
4. The Council liaison will not: 1) give orders, make decisions for the Council or City, or otherwise imply that they are part of the City staff; 2) impede other Councilmembers from learning more about a subject from staff; 3) violate any Colorado open meetings laws; or 4) make decisions on behalf of the Council.

### **Councilmember Conflict of Interest**

1. Elected officials are required to abstain from voting on any proposed or pending matter before the governing body when they have a personal or private interest in the matter. When this situation arises, the official must disclose the interest to the governing body, not vote, and not attempt to

influence the votes of other members of the governing body. Generally, a personal or private interest is treated as a financial stake in the matter at hand. This standard is applied to avoid the appearance of impropriety among government officials.

2. Any Councilmember who may gain financially from any purchase or award of a contract shall recuse himself/herself from discussions and selection process pertaining to the matter. External obligations, financial interests, and activities of each employee and Councilmember of the City of Cortez must be conducted so there is no conflict or interference with the individual's primary obligation and commitment to the City of Cortez. Councilmembers should not acquire or hold an interest, directly or indirectly, in any business or undertaking that may be economically benefited by action over which they have substantial authority. Councilmembers shall comply with applicable state law, concerning conflict of interest and disclosure requirements, including without limitation C.R.S. 24-18-101 et seq., C.R.S. 31-4-404, C.R.S. 24-18-201, C.R.S. 18-4-301, C.R.S. 18-4-401, and C.R.S. 18-8-308.
3. If a Councilmember has questions or concerns about a potential conflict of interest, he or she should consult the City Manager or Mayor (outside of a Council meeting) requesting that the City Manager or Mayor consult with the City Attorney. The opinion of the attorney will be conveyed to the councilmember by either the Mayor or the City Manager.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

June 14, 2022

Agenda Item: 7. h.

MEMO TO: Honorable Mayor and City Council

FROM: Drew Sanders, City Manager

SUBJECT: Resolution No. 21, Series 2022

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**BACKGROUND**

See attached documents.

**RECOMMENDATION**

Council will consider approving Resolution No. 21, Series 2022, supporting the placement of State Initiative #63 on the November 2022 General Election ballot.

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**Attachments**

Memorandum for Res. 21

Resolution 21

Background Information Init. 63



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

## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** DREW SANDERS, CITY MANAGER

**Date:** June 8, 2022

**RE:** Resolution 21, Series 2022 – Support of placing Initiative #63 on the November 2022 Ballot

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Initiative #63 is being discussed in the Colorado education world and the Cortez community. As explained in the exhibits attached to this agenda item, Initiative #63 seeks to increase funding for P-12 schools in the state without raising taxes. It appears that they already have a ballot question prepared and there is an effort underway to seek the 125,000 petition signatures needed to put the measure on the ballot.

Two of our Councilmembers have expressed interest in seeking Council support for this measure to be placed on the November 2022 ballot so voters will be enabled to decide whether or not to approve it. By way of clarification, this resolution does not rise to the level of seeking support for the actual initiative, it is merely supporting an opportunity for voters to decide the matter.

### RECOMMENDATION

Staff recommends adoption of this resolution.

### MOTION

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

**“I move to approve Resolution 21, Series 2022 in support of placing Initiative #63 on the November 2022 ballot.”**

**CORTEZ CITY COUNCIL  
RESOLUTION NO. 21  
SERIES 2022**

**A RESOLUTION IN SUPPORT OF PLACING INITIATIVE #63 ON THE NOVEMBER  
2022 BALLOT**

WHEREAS, the City of Cortez believes every student should have the opportunity to reach his or her full potential and to participate meaningfully in the civic and economic life of the community; and

WHEREAS, every student deserves access to inspiring teachers, rigorous and inclusive curriculum, individual attention, quality career and technical options, and appropriate mental and physical health resources; and

WHEREAS, the Board of Education believes that public schools are a cornerstone for democracy, the pillar of thriving communities, the source of a prepared workforce, and an engine for economic success here in Montezuma County and the City of Cortez; and

WHEREAS, great teachers are the foundation of great education and the RE-1 School District, is experiencing a persistent teacher shortage crisis; and

WHEREAS, Colorado's investment in education is lagging behind other states — Colorado has teachers receiving among the least competitive wage in the nation; and

WHEREAS, reduced funding is directly impacting the District's ability to attract, retain, and compensate teachers and student support professionals, while maintaining rigorous and inclusive curriculum, quality career and technical options, and appropriate mental and physical health resources; and

WHEREAS, Initiative #63, which may appear on the 2022 ballot as a proposition, will provide significant additional funding for the RE-1 School District without raising taxes or tax rates by removing these funds from the TABOR limit calculation and directing a portion of this already collected income tax revenue to the constitutionally protected State Education Fund; and

WHEREAS, Initiative #63 will require that these funds are used to attract, retain, and compensate teachers and student support professionals; and

WHEREAS, the City Council declares that Initiative #63 is a matter of official concern.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cortez officially declares its support for including Initiative #63 on the ballot for the November 2022 election in order to allow voters to decide whether or not to support the measure.

MOVED, SECONDED AND ADOPTED THIS 14th day of JUNE, 2022.

CITY OF CORTEZ

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RACHEL B. MEDINA, MAYOR

ATTEST:

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LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

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MICHAEL F. GREEN, City Attorney



(<https://www.greatschoolsthivingcommunities.org>)

 (<https://www.facebook.com/COGSTC>)

 (<https://twitter.com/gstc2018>)

[HOME \(/\)](#) [INITIATIVE 63 \(/initiative-63/\)](#) [GET INVOLVED \(/get-involved-2/\)](#)

[DONATE \(/donate/\)](#)

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# INITIATIVE 63

***What's the big idea?*** Without raising taxes, we can add nearly \$900 million to “attract, retain, and compensate teachers and student support professionals.”

***What will voters see?*** Because we are not raising taxes, voters will not see “SHALL TAXES BE INCREASED BY...” in all caps! Instead, voters would see the following:

**Initiative 63:** Shall there be a change to the Colorado Revised Statutes concerning

additional funding for preschool through twelfth-grade public education, and, in connection therewith, ***without raising the existing state income tax rate***, requiring revenue collected by the state from ***one-third of one percent of all federal taxable income*** of every individual, estate, trust, and corporation, as modified by law, to be deposited in the state education fund; allowing the additional revenue to be from revenue that the state or a local school district is otherwise required to refund to taxpayers in years in which a refund is due; ***requiring the additional revenue to be used for attracting, retaining, and compensating teachers and student support professionals***; specifying appropriations of the additional revenue do not supplant existing appropriations for public education; and requiring an annual report describing the allocation of the additional revenue?

Check out more information, ways you can support, and more:

- **Information** (/get-involved/information/)
- **Endorsements** (/endorsements/)
- **Stay Informed** (/stay-informed/)