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CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 28, 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 June 14, 2022.
 - b. Approval of the Expenditure List for June 28, 2022 City Council Meeting.
 - c. Application of a renewal application for a Retail Marijuana Store License/Retail Marijuana Cultivation Facility for Rinnie Rulez LLC, DBA Doobie Sisters/Doobie Sisters Botanics, located at 695 North Broadway, Unit 1 and 2, Cortez.
 - d. Approval of a renewal application for a Retail Marijuana Center/Retail Marijuana Cultivation Facility License for THA Corporation, DBA The Herbal Alternative, 1531 Lebanon Road, Cortez
 - e. Approval of a renewal application for a Retail Marijuana Center License for NuVue Pharma LLC, to be located at 503 Patton Street, Cortez.
 - f. Approval of a Special Events Permit to Cortez Rotary Foundation to host an event on Monday, July 4, 2022, at Centennial Park, located at 802 East Montezuma Avenue, Cortez.
 - g. Approval of a renewal Fermented Malt Beverage Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 1/2 South Broadway, Cortez.
 - h. Approval of a renewal Fermented Malt Beverage Liquor License for Maverick, Inc., DBA Maverick Inc. #497, located at 455 State Street, Cortez.
3. PUBLIC PARTICIPATION
There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes.
(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)
 4. PRESENTATIONS
 5. PUBLIC HEARINGS
 6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. Application for an Out-of-City Water Tap and Pre-Annexation Agreement at 1521 North Mildred, Cortez, as Requested by Chris Snyder for Snyder Mama Holdings

Council will consider approving the application for an out-of-City water tap request and pre-annexation agreement for the property located at 1521 North Mildred, as submitted by Chris Snyder for Snyder Mama Holdings.

Presenter: Rich Landreth, Water Superintendent

- b. Letter of Support for Montezuma County

Council will consider approving the letter of support for the Montezuma County Economic Development Team's EDA State Outdoor Recreation Grant request to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan.

Presenter: Drew Sanders, City Manager

- c. Letter of Support for Potential Business Expansion and Upgrade

Council will consider approving a Letter of Support of a proposed Expansion and Upgrade of the Holiday Inn Express, located at 2121 East Main Street, Cortez.

Presenter: Rachael Marchbanks, Community and Economic Development Director

- d. Ordinance No.1304, Series 2022

Council will consider approving Ordinance 1304, Series 2022 on first reading, allowing the sale of marijuana between the hours of 8:00 a.m. to 11:00 p.m., and set for public hearing on July 12, 2022.

Presenter: Michael F. Green, City Attorney

- e. Ordinance No. 1306, Series 2022

Council will consider approving Ordinance No.1306, Series 2022 on first reading, amending §17-14(a) (2) allocation of a portion of court costs collected to the Cortez Police Department budget, and set for public hearing on July 12, 2022.

Presenter: Michael F. Green, City Attorney

- f. Ordinance No. 1307, Series 2022

Council will consider approving Ordinance No. 1307, Series 2022, An Ordinance Authorizing and Approving a Ground Lease with Jared and Karen Hansen for Construction of an Aircraft Hangar at the Cortez Municipal Airport, and set for public hearing on July 12, 2022.

Presenter: Michael F. Green, City Attorney

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 discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f)(I) and not involving: any specific employees who 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.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 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 June 14, 2022.

Attachments

Workshop 6.14.2022
regular meeting 6.14.22

CORTEZ CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY, JUNE 14, 2022
6:00 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, Lydia DeHaven, Robert Dobry, Matt Keefauver, David Rainey, and Dennis Spruell. Staff members present included Director of Community and Economic Development Rachael Marchbanks, Chief of Police Vern Knuckles, Human Resources Director Matt Cashner, Director of Parks and Recreation Creighton Wright, Finance Director Kelly Koskie, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Mike Green. There were five people present in the audience.
2. Interviews were canceled with Michael Frazier and Teri Paul for the open seat on Parks, Recreation, and Forestry Advisory Board and will be held at a later date.
3. Human Resources Director Cashner spoke about the FAMLI (Family and Medical Insurance) program which was created through the Statewide voters' approval of Proposition 118 in 2020. He stated that the FAMLI program exists to ensure all Colorado workers have access to paid leave and the benefit depends on time employed within Colorado. He stated that if the City does not opt out, it will automatically be considered an "opt in" with City and employee premiums due beginning in 2023. He stated that if the City decides to opt out they can reconsider the option anytime. He spoke about the benefits that the City employees currently have now and noted that a sick leave donation plan is available to assist employees who may need assistance. He stated that the program would not be optional for employees if the City becomes a covered employer. He stated that City employees may directly enroll in the program through the State if the City does not opt in. Discussion was held on the pros and cons of the program and staff was directed to present a resolution at the next Council meeting to opt out of the program.
4. A round table was held in the Training Room (at 6:30 p.m.) with City Councilmembers, City Manager, City Attorney, Montezuma County Attorney Ian MacLaren, Administrator Shak Powers, and Montezuma County Commissioners, Jim Candelaria, Kent Lindsay, Gerald Koppenhafer. Discussion was held on projects which the City and County are working on including transportation, housing, County department updates, economic development, and emergency management. The County asked the City to help fund the reconstruction of Road F, which goes to the Airport. Discussion was held on the cost (currently estimated at \$550,000) and if the City could contribute approximately 25% of the cost. The City officials stated that they would discuss the request. The Commissioners and City Council agreed to invite the tribe and representatives from Dolores and Mancos Town Boards to future joint meetings. County Administrator Powers stated that this was his last week with the County and the Commissioners announced that they held interviews for a replacement County Administrator and would be making an announcement of the finalist candidate as required by State Statute.

5. Mayor Medina asked if the City could offer a demonstrated xeriscape plot so the community could see the plants and how xeriscaping could look. City Manager Sanders stated that discussion could be held on how to proceed with a demonstration plot; however, currently the staff is busy keeping the grass watered and the parks kept up. He suggested that the City partner with someone that is an expert on xeriscaping and that the plan could be included in the budget process. It was noted that the CSU Extension office is a good place to get information and it was suggested that information be offered to the citizens through a link to xeriscaping ideas that are already created by the State.

The worksession was adjourned at 7:25 p.m.

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CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 14, 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, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Staff present included Chief of Police Vernon Knuckles, Director of Parks and Recreation Creighton Wright, Library Director Isabella Sharpensteen, Children's Librarian Laura McHenry, Youth Services Librarian Cynthia Chaco, Tech and Teen Services Supervisor Alissa Baxstrom, Interlibrary Loan/Reference Tech Darren Uptain, Adult Programming Coordinator Heather Roe, Airport Manager Jeremy Patton, IT Support Technician Kyle Kuhn, Human Resources Director Matt Cashner, Community and Economic Development Director Rachael Marchbanks, 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 27 people present in the audience.

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

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

Mayor Medina made a statement as follows: I would like to make a statement in regards to the previously scheduled June 22nd, 2022 drag show hosted by the Cortez Public Library in celebration of Pride Month. Unfortunately, there was a chain of events which lead to the dissolution of this event. Although an intimidation attempt did occur, that event was not the only compelling factor that resulted in cancellation, but more a combination of logistics and timing as well. In the end, the City of Cortez does not back down to threats or intimidation though, and I call upon all Cortez residents to join us in condemning this type of behavior. As Mayor, I strive for Cortez to be a more inclusive and safe community for all people wherein we celebrate our differences and support one another. I recognize that the KSJD news story and information online has likely caused undue stress upon our LGBTQ2S+ community. I apologize for the miscommunications that have led to this situation, and I assure you that we will do better in the future. Whether or not we host, sponsor, or otherwise participate in this or future similar event, I want to assure you that this type of event falls within the mission of both the City and Library. I have read the outpouring of emails in support of using tax payer funds for this type of event, and appreciate the willingness of people to share their opinion with us. One of our City's strengths is its diversity and the City supports a variety of viewpoints and events that reflect this. We support our veterans, we support our Native American and Latino community, we support our agricultural heritage, we support our long term and new residents. We are all Cortezians together. Our diversity is what makes us strong and vibrant. Thank you.

2. The Consent Agenda items acted upon by Council were as follows:

- a. Approval of the Minutes of the Worksession and Regular Council Meeting held on May 24, 2022.
- b. Approval of the Expenditure List for June 14, 2022.
- 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 for a Retail Marijuana Store License 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 5:00 p.m. to 8:00 p.m., 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.

Councilmember Dobry moved that the Consent Agenda be approved. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

3. CITIZEN PARTICIPATION

Mayor Medina opened the Citizen Participation noting the time is 7:40 p.m.

- a. Susie Meyer, 144 South Market, spoke about her concern regarding threats of violence having been brought to bare on Pride month. She stated that in the future she hopes we will be able to address our differences with well intentioned listening and productive dialogue that benefits all members of our community.
- b. Ryan Warren, 208 Sligo Street, presented a petition supporting the Recreation Center returning

to its original business hours so that everyone has the opportunity to use the facility. He stated that tourists also use the facility and with the facility closing at 7:00 p.m., instead of its original time of 9:00 p.m./10:00 p.m., does not allow the facility to be used to its full potential.

c. Kris Abrams, Montezuma County, thanked Council for their courage during this time of harassment and intimidation. She asked that Council be transparent about what happened with the event that was to be held in the Library. She spoke about the Trevor Project and commented that all citizens need to be included.

d. Raleigh Cati, Montezuma County, thanked the Mayor for her words at the start of the meeting and she stated that she supports City events that are offered to all citizens of the community. She stated that intentions are important but the messaging is more important and we need to say to everyone that they matter.

e. Karen Sheek, resident of the Southern Bluffs Subdivision, stated that she is thankful for the Library and its staff which work to be inclusive of all segments of the community. She stated that the Library offers a place to entertain, enlighten, and meet people who are different from us. She stated that she supports programs that foster respect and understanding for others and asked that everyone open themselves up to new ideas.

f. Janet Hough, Montezuma County, thanked City Council, the City Manager, the Library Director, and the Library staff for the tireless work they do in the community. She stated that LGBTQ people need to know that they are included and accepted in our community. She asked that people let others live the way they choose. She read Romans 12:18, noting if it is possible, as it depends on you, live at peace with everyone.

g. John Kennedy stated that he has lived in the City since 2018 and that we should treat everyone equally and love, respect, cherish and honor those that are different.

No other citizens spoke and Citizen Participation ended at 7:55 p.m.

4. PRESENTATIONS – None.

5. PUBLIC HEARINGS

a. Ordinance No. 1301, Series 2022. City Attorney Green stated that Ordinance No. 1301, Series 2022, presented on second reading, approves a Ground Lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport. He stated that the agreement includes a real estate transaction and a lease that would be in effect for forty years. He noted that Classic Air is currently operating out of the Airport. 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. 1301, Series 2022, approving a Ground Lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

b. Ordinance No. 1302, Series 2022. City Attorney Green stated that Ordinance No. 1302, Series 2022, amends the term of agreement by and between the City of Cortez owned Cortez Community Network Enterprise and Montezuma County. He stated that the ordinance will approve a 25-year agreement, rather than a 5-year agreement, which therefore allows the fiber network to have more stability for future planning. He stated that staff recommends approval of the ordinance on second and final reading. Mayor Medina opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Rainey moved that Council approve Ordinance No. 1302, Series 2022, amending the terms of the agreement by and between the City of Cortez owned Cortez Community Network Enterprise and Montezuma County. Councilmember Dobry seconded the motion, and the vote was as follows:

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

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Resolution No. 19, Series 2022. Community and Economic Development Director Marchbanks stated that Resolution No. 19, Series 2022, approves 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 property owner, Billy Sanchez. She stated that the parcels are currently vacant and the proposal is to consolidate the two existing lots into one .68 acre lot for construction of one single family dwelling. She reviewed Land Use Code Section 6.09 noting that the proposal meets requirement (9) which states: ‘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.’ She stated that staff recommends approval of Resolution No. 19, Series 2022, with two conditions. In response to a question regarding the driveway, Community and Economic Development Director Marchbanks stated that all requirements of City departments would need to met as outlined in condition one of the resolution.

Councilmember Dobry moved that Council approve 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 property owner Billy Sanchez Inc., with two conditions. Councilmember Rainey seconded the motion, and the vote was as follows:

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

b. Resolution No. 20, Series 2022. Community and Economic Development Director Marchbanks stated that Resolution No. 20, Series 2022, approves 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 Jaime Campuzano, property owner. She stated that the request is to divide the building to allow for separate sale of the existing units. She stated that the structure meets the requirements of Land Use Code Section 6.11(a). It was noted that any changes that would need to be made for the duplex to be divided, such as separate parking spaces/electric/water/trash service would need to be completed as required through the first condition of the resolution. She stated that staff recommends approval of Resolution No. 20, Series 2022, with two conditions.

Councilmember Dobry moved that Council approve 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. Councilmember Rainey seconded the motion, and the vote was as follows:

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

c. Fireworks Display Permit for the 4th of July and the Pinto Bean Golf Tournament. City Clerk Smith stated that 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. She noted that attached to the packet is a Fireworks Display Permit from the Cortez Fire Protection District to host fireworks on July 4, 2022, in Parque de Vida and on August 20, 2022, at the Conquistador Golf Course for the Pinto Bean Golf Tournament. She commented that the insurance certificate from the Cortez Fire Protection District is also included in the packet. Mayor Medina encouraged the public to attend the fireworks display on July 4th and not to have personal fireworks due to the drought and fire ban in the County.

Councilmember DeHaven moved that Council approve 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. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

d. Resolution No. 17, Series 2022. Human Resources Director Cashner stated that Resolution No. 17, Series 2022, approves adding Juneteenth as an observed holiday for the City of Cortez employees. He noted that the holiday is observed both Federally and by the State of Colorado and staff would like to add the holiday as it would serve as an additional fringe benefit and shows both employees and community members that the City values equality. He asked Council for approval of Resolution No. 17, Series 2022, effective in 2022.

Councilmember DeHaven moved that Council approve Resolution No. 17, Series 2022, altering City policy and recognize the State and Federal holiday known as Juneteenth (June 19th) for the

City of Cortez. Councilmember Rainey seconded the motion, and the vote was as follows:

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

e. Adoption of 2022 Updated Financial Policies. Director of Finance Koskie thanked Finance Department Employees Sara Coffey and Lynette Reece for their work on the Updated Financial Policy. She stated that the City had two different policies, an investment policy and a financial policy which were added together into one document. She stated that the policies reflect all of the requirements of GASB/GAAP and the policy was reviewed by the City's audit team (Atlas CPA's and Advisors) and a couple of changes were recommended and added to the final policy. She stated that the policy is clear and concise and easy to follow. Mayor Medina asked about wording on annual audits and budget timelines and Director of Finance Koskie stated that the policy does require audits to be completed annually and noted that it helps to keep the budget timeline flexible. City Manager Sanders commented that the budget requirements are outlined in the City Charter. Director of Finance Koskie stated that the document is available should anyone want a copy. In answer to a question from Councilmember Dobry, Director of Finance Koskie stated that a staff conflict-of-interest is outlined also in the City's Personnel Handbook and says that no financial transaction can be approved by an employee that would personally benefit from the transaction. Council thanked the Finance team for their hard work.

Councilmember Dobry moved that Council adopt the 2022 Updated Financial Policies. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

f. Resolution No. 18, Series 2022. City Manager Sanders stated that Resolution No. 18, Series 2022, approves the adoption of a formal set of protocols for the City's governance. He stated that the document is modeled after other Colorado municipality's documents and includes information on adhering to open meetings laws; maintaining effective communication and organizational efficiency; and serves as a quasi-policy manual for Council members. In answer to a question from Mayor Medina, City Manager Sanders stated that document would become part of the Council candidate packets for new Councilmembers.

Councilmember Spruell moved that Council approve Resolution No. 18, Series 2022, adopting a formal set of protocols for its governance. Mayor Pro-tem Yazzie seconded the motion, and the vote as follows:

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

g. Resolution No. 21, Series 2022. City Manager Sanders stated that Resolution No. 21, Series 2022, supports the placement of State Initiative #63 on the November 2022 General Election ballot. He noted that Initiative #63 seeks to increase funding for preschool through twelfth-grade public education teachers. He stated that the community supports teachers and the initiative gives the

voters the opportunity to vote on changing the State funding for teachers pay without raising taxes. Mayor Medina read the resolution for the record.

Councilmember DeHaven moved that Council approve Resolution No. 21, Series 2022, supporting the placement of State Initiative #63 on the November 2022 General Election ballot. Councilmember Rainey seconded the motion, and the vote as follows:

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

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER’S REPORT

a. Sligo Street Reconstruction/Mildred Road Water and Street Project/Concrete Cost Share Program/City Painting. City Manager Sanders stated that Sligo Street (in front of the High School) is being reconstructed with the asphalt currently being removed. He stated that the project is going along well. Also the Mildred Road Water and Street Project will start on June 20, 2022; however, no total road closures will begin until after July 4th. He stated that the project will be in proximity of the hospital, State courts, and the Sheriff’s office and the contractor will work hard to try and anticipate problems that may occur and make every attempt to ease the burden on the community. He reviewed the area that will be completed during the Concrete Cost Share Program and stated that City painting continues on side streets, parking spots, curbs, and crosswalks.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor’s Report on Workshop. Mayor Medina stated that interview of candidates for the Parks, Recreation, and Forestry Advisory Board was continued to another date. A presentation was made on the FAMLI (Family and Medical Insurance) program and a Board to Board meeting was held with the Montezuma County Commissioners/Administrator/Attorney on future joint projects.

b. Cortez Public Arts Committee. Councilmember Rainey stated that discussion at the Cortez Public Arts Committee meeting included a future creative art district and a DIY website was found which could be used to collaborate with other art groups.

c. Golf Advisory Board. Councilmember Spruell stated that he learned about snow mold which staff continues to be working on at the golf course. He stated that it was a great meeting other than comments on his golf game.

d. Ute Mountain Ute Tribe Bear Dance Parade. Mayor Pro-tem Yazzie stated that she filled in for Mayor Medina as a judge for the Ute Mountain Ute Tribe Bear Dance Parade which was held on Saturday, June 11, 2022. She stated it was an amazing experience and she was grateful for the opportunity to attend.

12. OTHER ITEMS OF BUSINESS

a. Councilmember Dobry moved to adjourn at 8:40 p.m. 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. Also, for 2) the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiations under C.R.S. Section 24-6-402(4)(e). Discussion will be held on the proposed band shell project and the broadband system. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

Council returned from Executive Session at 9:53 p.m. Councilmember Dobry moved that Council instruct the City Manager to negotiation an agreement with Montezuma Valley Irrigation (MVI) to use the City's 4.2 CFF's senior ditch rights. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

13. PUBLIC PARTICIPATION

a. Lynette Ward, Aspen Drive, stated her objection to the Drag Queen event that was to be held at the Library. She commented on information she had obtained on the performer that would have been included in the event and stated that the event would not be family oriented.

b. Mayor Medina read for the record an email addressed to City Council from Rosie Carter regarding her concern for the cancellation of the Pride Month event that was to be held at the Library. She noted that she supports diversity in the community and that everyone belongs in Cortez.

Councilmember Dobry moved that the regular meeting be adjourned at 10:00 p.m. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 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 28, 2022 City Council Meeting.

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING JUNE 17, 2022

Department	Vendor Name	Description	Amount
City Council	BRIDGE EMERGENCY SHELTER	Annual Support for Bridge Emergency Shelter	\$ 12,000.00
		Total	\$ 12,000.00
Human Resources	MONTEZUMA COUNTY SHERIFF	SUPPLIES FOR PRINTING SALAMANDER CARDS	\$ 482.50
		Total	\$ 482.50
Events	A SIGN WORX LLC	TABLE COVER W/CITY LOGO	\$ 265.00
	PIONEER PRINTING	SIGNS/BUSINESS CARDS	\$ 236.60
		Total	\$ 501.60
Library	CENTER POINT LARGE PRINT	BOOKS	\$ 1,121.76
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 20.99
	INGRAM LIBRARY SERVICES	BOOKS	\$ 26.32
	INGRAM LIBRARY SERVICES	BOOKS	\$ 31.54
	INGRAM LIBRARY SERVICES	BOOKS	\$ 54.28
	INGRAM LIBRARY SERVICES	BOOKS	\$ 175.09
	INGRAM LIBRARY SERVICES	BOOKS	\$ 275.74
	AMAZON CAPITAL SERVICES	DeWalt DW5258 Tracksaw Blade	\$ 38.19
		Total	\$ 1,760.60
General Services	REYNOLDS ASH + ASSOCIATES	Architectural Services - City Hall Expansion	\$ 9,670.00
	CHIROPRACTIC HEALTH ALLIANCE	DOT Physical - Walter Taft	\$ 80.00
	AMAZON CAPITAL SERVICES	DeWalt DW5258 Tracksaw Blade	\$ 38.19
		Total	\$ 9,788.19
City Hall Operations	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 141.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 229.87
	PARKER'S WORKPLACE SOLUTIONS	INK CARTRIDGES	\$ 524.86
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 116.77
	AMAZON CAPITAL SERVICES	Storex 70208U06C Wall File, Legal, Smoke, 6 p	\$ 48.95
		Total	\$ 1,061.45
Police Department	VERIZON WIRELESS	PHONE	\$ 40.01
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGES	\$ 105.00
	GALL'S LLC	511 A/T Trainer	\$ 124.21
	GALL'S LLC	mens kinetic boot	\$ 156.08
	GALL'S LLC	Mens uniform pants	\$ 413.75
	GALL'S LLC	Nametags	\$ 37.92
	LORI OLIVER	REIMBURSE ANGELO MARTINEZ FOR FUEL	\$ 109.00
	MONTEZUMA COUNTY HEALTH DEPARTMENT	VACCINATION-T MARSTON	\$ 75.00
	DAN'S REPAIR	Install radio, speaker and antenna Unit 405	\$ 249.13
	SURVIVAL ARMOR INC.	Paladin ULW-11 Male vest	\$ 805.74
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 75.00
	STAPLES ADVANTAGE	Tops 75101 American Pride Writing Pads 8x5 1	\$ 24.20

EXPENDITURE LIST FOR WEEK ENDING JUNE 17, 2022

Department	Vendor Name	Description	Amount
	STAPLES ADVANTAGE	Tops 75111 American Pride Writing Pads 8.5x11	\$ 36.52
	STAPLES ADVANTAGE	Centon Datastick S1-U3P6-64G-10B 64gb 10/pk	\$ 160.68
	ALSCO (AMERICAN INDUSTRIAL)	Mat services - Blanket PO	\$ 93.74
	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 175.00
	CBW ENTERPRISES LLC	Materials/Labor - Install hard start kit PD drink	\$ 173.30
		Total	\$ 2,854.28
Animal Shelter	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 84.00
	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 84.00
	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 112.00
	DOLORES ANIMAL HOSPITAL	HYSTERECTOMY	\$ 224.00
	ALSCO (AMERICAN INDUSTRIAL)	Matt service - kennel	\$ 36.76
		Total	\$ 540.76
Public Works	ESRI	87192 ArcGIS Desktop Basic Single Use Primary	\$ 400.00
	ESRI	98696 ArcGIS Publisher for Desktop Concurrent U	\$ 500.00
	ESRI	52384 ArcGIS Desktop Advanced Concurrent U	\$ 3,000.00
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGES	\$ 340.00
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGES	\$ 1,324.57
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 210.24
	BRANSON ROAD WORKS	2022 Street Striping Project per Submitted Bid	\$ 39,168.00
		Total	\$ 44,942.81
Outdoor Pool	AMAZON CAPITAL SERVICES	SUPPLIES	\$ 213.64
	NICE ELECTRIC	CHECK CONTACTOR AND OPERATION-POOL	\$ 95.00
	SLAVENS TRUE VALUE	BRUSH/HANDLE/BUCKET	\$ 125.93
	DURANGO COCA COLA BOTTLING CO	POOL CONCESSION	\$ 1,092.32
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 456.75
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 532.25
		Total	\$ 2,515.89
Golf Pro	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services Pro Shop	\$ 95.99
		Total	\$ 95.99
Golf Course Maint	ATMOS ENERGY	GAS	\$ 39.53
		Total	\$ 39.53
Parks	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL-BAIR	\$ 80.00
	BRAVO CLEANING & RESTORATION	CITY PARK TRASH REMOVAL	\$ 3,904.00
	FERGUSON WATERWORKS #1116	SUPPLIES	\$ 437.52
	FERGUSON WATERWORKS #1116	SUPPLIES	\$ 562.67
	SLAVENS TRUE VALUE	U-BOLT/NUT	\$ 10.00
	SLAVENS TRUE VALUE	HILLMAN FASTENERS	\$ 28.06
	SLAVENS TRUE VALUE	PADLOCK	\$ 68.22
	AMAZON CAPITAL SERVICES	CRL PR80A Door Closer - PKS	\$ 75.00

EXPENDITURE LIST FOR WEEK ENDING JUNE 17, 2022

Department	Vendor Name	Description	Amount
	SPARKS PLUMBING	REPAIR TOILETS	\$ 210.00
		Total	\$ 5,375.47
Shop	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 31.37
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 56.43
	ZORO TOOLS INC	Red Kap SP24 SS BK Large Tall Work Shirts - Da	\$ 139.90
	CHOICE BUILDING SUPPLY	BROOMS	\$ 39.98
	SUN GLASS CORTEZ	WINDSHIELD REPAIR	\$ 45.00
	SENERGY PETROLEUM	Dyed diesel for Golf Course	\$ 2,097.67
	SENERGY PETROLEUM	86-Unleaded fuel for Service Center	\$ 6,517.90
	SENERGY PETROLEUM	Dyed diesel for Service Center	\$ 35,460.41
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at Service Cent	\$ 1,950.00
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Cente	\$ 94.07
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Cente	\$ 94.07
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 163.00
	PITNEY BOWES GLOBAL FINANCIAL SERV	Blanket PO - Postage meter PR00 s/n 1989086	\$ 200.37
	ATMOS ENERGY	GAS	\$ 58.47
	ATMOS ENERGY	GAS	\$ 90.12
	CORTEZ COPY & PRINT	#10 Envelopes - Service Center - No Window	\$ 142.50
	XEROX CORPORATION	Blanket PO- C8045 AltaLink Color Copier, s/n 8	\$ 455.20
	AMAZON CAPITAL SERVICES	905-055 Single check kit for 825Y 2 inch	\$ 157.98
		Total	\$ 47,794.44
Technology	CENTURYLINK	PHONE	\$ 128.67
	SHI INTERNATIONAL CORP.	RT-AB-CL Port lock removal tool - Clear	\$ 12.00
	INSIGHT PUBLIC SECTOR, INC.	3MS-00001-ESA3 MS Exchange Online Plan 1 S	\$ 333.80
	INSIGHT PUBLIC SECTOR, INC.	3RS-00003-ESA3 MS SharePoint Online (Plan 2	\$ 379.60
	INSIGHT PUBLIC SECTOR, INC.	3NP-00002-ESA3 OneDrive for Business Plan 1	\$ 417.60
		Total	\$ 1,271.67
Streets	B & B CONCRETE, LLC	2022 Concrete Cost Share Project PW-22-04-S	\$ 25,986.68
		Total	\$ 25,986.68
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 56.28
		Total	\$ 56.28
Rec Center	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$ 3,838.31
		Total	\$ 3,838.31
Water	CORTEZ COPY & PRINT	#10 Envelopes - Service Center - No Window	\$ 142.50
	GREEN ANALYTICAL LABS, INC.	Lead & Copper Testing - Inv GAL2109-077	\$ 963.90
	POSTAL PROS, INC.	2021 CCR - Pages 1&2	\$ 540.00
	POSTAL PROS, INC.	2021 CCR - Pages 3&4	\$ 540.00
	VERIZON WIRELESS	PHONE	\$ 120.29
	ATMOS ENERGY	GAS	\$ 396.25

EXPENDITURE LIST FOR WEEK ENDING JUNE 17, 2022

Department	Vendor Name	Description	Amount
	THATCHER CHEMICAL CO.	Blanket PO - Liquid Alum AL2	\$ 5,607.24
	UNIVAR USA, INC.	Blanket PO - Sodium Hydroxide 50% Caustic S	\$ 10,200.50
	AMAZON CAPITAL SERVICES	Kimwipes 34133 Chemical wipes - WTP	\$ 27.30
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintena	\$ 390.71
	AMAZON CAPITAL SERVICES	Baldor EM3615T-G 5hp 230/460v Motor, 1750	\$ 1,087.04
	BROWNS HILL ENGINEERING & CONTROL	Blanket PO - Technical Consulting/Service Wor	\$ 140.00
	MOUNTAINLAND SUPPLY COMPANY	16 inch Ductile Iron Pipe	\$ 3,081.85
	WRS	Weekly Rental 320EL-LR Excavator w/delivery	\$ 3,828.48
	VERIZON WIRELESS	PHONE	\$ 40.01
	DANA KEPNER COMPANY	Ford F1000-3G-NL 3/4 Corp stops"	\$ 184.41
	FRANK'S SUPPLY CO.	21927 14x.125 Cut-All Multi Purpose Blade - C	\$ 456.78
	MOUNTAINLAND SUPPLY COMPANY	Ford FB1000-3-Q-NL 3/4 Corp Stop CCxCTS Qu	\$ 382.86
	MOUNTAINLAND SUPPLY COMPANY	FB1000-3-Q-NL Corpstop	\$ 382.86
		Total	\$ 28,512.98
CCN Fund	CCG CONSULTING	CONSULTING/FIBER CCN	\$ 3,221.40
	APEX TELECOM LLC	Professional Services - Transfer cable to new p	\$ 130.00
		Total	\$ 3,351.40
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$ (433.01)
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGES	\$ 17.50
	MONTEZUMA COUNTY LANDFILL	LANDFILL CHARGES	\$ 323.10
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$ 33,464.73
	REHRIG PACIFIC COMPANY	95 Gallon EG Cart - PN 319871, Gray/Blk w/ho	\$ 14,400.00
	MONTEZUMA COUNTY LANDFILL	RECYCLE CHARGE	\$ (2,840.00)
		Total	\$ 44,932.32
Total			\$ 237,703.15

EXPENDITURE LIST FOR WEEK ENDING JUNE 24, 2022

Department	Vendor Name	Description	Amount
Municipal Court	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-MCCOOK	\$ 20.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES-BELETSO	\$ 60.00
		Total	\$ 80.00
Events	LE PEW PORTA-JOHNS INC.	THIRD THURSDAY EVENT	\$ 360.00
	TIGER BY THE TAIL	TIN WITH PEPPERMINT MINTS	\$ 2,758.40
		Total	\$ 3,118.40
Library	ATMOS ENERGY	GAS	\$ 68.32
	INGRAM LIBRARY SERVICES	BOOKS	\$ 10.64
	INGRAM LIBRARY SERVICES	BOOKS	\$ 11.90
	INGRAM LIBRARY SERVICES	BOOKS	\$ 12.42
	INGRAM LIBRARY SERVICES	BOOKS	\$ 14.20
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.22
	INGRAM LIBRARY SERVICES	BOOKS	\$ 19.56
	INGRAM LIBRARY SERVICES	BOOKS	\$ 29.17
	INGRAM LIBRARY SERVICES	BOOKS	\$ 32.83
	INGRAM LIBRARY SERVICES	BOOKS	\$ 32.85
	INGRAM LIBRARY SERVICES	BOOKS	\$ 45.35
	INGRAM LIBRARY SERVICES	BOOKS	\$ 45.59
	INGRAM LIBRARY SERVICES	BOOKS	\$ 55.72
	INGRAM LIBRARY SERVICES	BOOKS	\$ 63.96
	INGRAM LIBRARY SERVICES	BOOKS	\$ 97.04
	INGRAM LIBRARY SERVICES	BOOKS	\$ 332.92
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 100.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Library	\$ 45.50
	COAST TO COAST SOLUTIONS	DART PEN	\$ 700.95
	COLORADO LIBRARY CONSORTIUM	PATRON INCIDENT TRACKING SYSTEM	\$ 1,875.01
	USA TODAY - SUBSCRIBER	SUBSCRIPTION	\$ 29.00
		Total	\$ 3,656.85
City Hall Operations	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall Fire Alarm	\$ 25.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall	\$ 45.50
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 358.02
		Total	\$ 428.52
Welcome Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Welcome Center	\$ 45.50
	STERICYCLE INC.	HAZARDOUS WASTE	\$ 36.47
		Total	\$ 81.97
Police Department	AT&T MOBILITY	PHONE	\$ 89.86
	MONTEZUMA COUNTY SHERIFF	MAY INMATES	\$ 2,550.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - PD Evidence Building	\$ 45.50
	PITNEY BOWES GLOBAL FINANCIAL SERV	EQUIPMENT RENTAL	\$ 186.33

EXPENDITURE LIST FOR WEEK ENDING JUNE 24, 2022

Department	Vendor Name	Description	Amount
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,742.16
		Total	\$ 5,613.85
Animal Shelter	ALPINE SECURITY & ELECTRONICS	Alarm Services - Animal Shelter	\$ 45.50
	ATMOS ENERGY	GAS	\$ 78.35
	CORTEZ COPY & PRINT	ADOPTION/IMPOUND FORMS	\$ 468.00
		Total	\$ 591.85
Public Works	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 79.57
		Total	\$ 79.57
Outdoor Pool	ATMOS ENERGY	GAS	\$ 1,911.48
	AMERICAN RED CROSS	LIFEGUARDING CLASS	\$ 451.00
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 320.15
		Total	\$ 2,682.63
Golf Pro	RUDOSKY GOLF, LLC	Yearly Contract for Golf Professional - Quarterly	\$ 9,000.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - GC Pro Shop	\$ 35.50
		Total	\$ 9,035.50
Golf Course Maint	ALPINE SECURITY & ELECTRONICS	Alarm Services - Golf Course Maintenance Shop	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,535.17
	HARRELL'S	25-3-10 A TURF POLYON	\$ 7,767.50
	MILE HIGH TURFGRASS, LLC	12250-25 Par Aide Directional Markers Green/V	\$ 198.61
		Total	\$ 10,546.78
Parks	ALPINE SECURITY & ELECTRONICS	Alarm Services - Park Shop	\$ 22.00
	LE PEW PORTA-JOHNS INC.	MONTHLY RENTALS	\$ 1,871.76
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 634.59
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 2,005.91
	SLAVENS TRUE VALUE	PAINT/ROLLER COVERS	\$ 117.85
	CRUZAN IRRIGATION	SLICK WRAP/PVC	\$ 136.36
	FOUR CORNERS SAWS	LINEHEAD	\$ 27.99
	FOUR CORNERS SAWS	SUPPLIES	\$ 327.03
	SLAVENS TRUE VALUE	KILZ	\$ 18.18
	SLAVENS TRUE VALUE	CAUTION TAPE	\$ 163.68
	CRUZAN IRRIGATION	PIP GASK	\$ 9.80
	CRUZAN IRRIGATION	PVC	\$ 163.05
	SLAVENS TRUE VALUE	CAUTION TAPE	\$ 27.28
	SLAVENS TRUE VALUE	PADLOCK	\$ 90.96
		Total	\$ 5,616.44
Recreation	ALPINE SECURITY & ELECTRONICS	Alarm Services - Softball Complex	\$ 22.00
		Total	\$ 22.00

EXPENDITURE LIST FOR WEEK ENDING JUNE 24, 2022

Department	Vendor Name	Description	Amount
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	Professional Services - Planning Services for Ma	\$ 7,297.50
		Total	\$ 7,297.50
Shop	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet	\$ 692.45
	FOUR STATES TIRE CO.	Mount/Dismount Medium Truck Tires	\$ 90.00
	O'REILLY AUTO PARTS	CREDIT INVOICE (ORIG 4702-469695)	\$ (133.11)
	O'REILLY AUTO PARTS	CREDIT INVOICE (ORIG-4702-469017	\$ (5.39)
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 3.47
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 5.39
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 12.79
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 103.11
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 133.11
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 4.19
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 4.19
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 4.19
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 24.78
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 33.59
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 35.65
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 90.85
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 165.00
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 188.43
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 247.36
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 9.60
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 11.86
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 98.63
	SUPERIOR AUTO	CREDIT INVOICE RETURN CLNR CLIP	\$ (10.12)
	SUPERIOR AUTO	CREDIT INVOICE-RETURN	\$ (5.70)
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 1.94
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 1.94
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 5.06
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 6.63
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 9.32
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 13.11
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 21.92
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 25.99
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 256.69
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 261.79
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Service Center	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 98.29
	ATMOS ENERGY	GAS	\$ 178.64
	PARKER'S WORKPLACE SOLUTIONS	Fellowes 9252101 Keyboard wrist rest	\$ 25.78
		Total	\$ 2,756.92
Streets	TRAUTNER GEOTECH	Blanket PO - Lab/Field Testing - 2022 Sligo Stree	\$ 1,262.00
		Total	\$ 1,262.00

EXPENDITURE LIST FOR WEEK ENDING JUNE 24, 2022

Department	Vendor Name	Description	Amount
Airport	CORTEZ FLOORING AND INTERIORS LLC	Floor Replacement - Materials/Labor - Final Pay	\$ 10,021.92
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 588.79
	ATMOS ENERGY	GAS	\$ 37.01
	ATMOS ENERGY	GAS	\$ 51.88
		Total	\$ 10,699.60
Rec Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center Fire Alarm	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 8,851.66
	STAPLES ADVANTAGE	778176 Chair mat 48 x 60	\$ 169.10
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 143.88
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 401.37
		Total	\$ 9,633.51
Water	ALPINE SECURITY & ELECTRONICS	Alarm Services - Water Plant	\$ 30.00
	MONTEZUMA WATER COMPANY	57371-WATER	\$ 276.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRICITY	\$ 45.34
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintenan	\$ 291.77
	USA BLUEBOOK	36510 Sandpiper Diaphragm Pump 4 gpm Polyp	\$ 1,191.29
	AT&T MOBILITY	IPAD-PHONE	\$ 253.41
		Total	\$ 2,087.81
CCN Fund	CALIX INC	000-00844 Gigacenter 844G-1 2 POTS, 4 GE	\$ 988.97
		Total	\$ 988.97
Total			\$ 76,280.67



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Application of a renewal application for a Retail Marijuana Store License/Retail Marijuana Cultivation Facility for Rinnie Rulez LLC, DBA Doobie Sisters/Doobie Sisters Botanics, located at 695 North Broadway, Unit 1 and 2, Cortez.

Attachments


doobie sisters renewal



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

May 3, 2021

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk 

SUBJECT: RENEWAL APPLICATION ON A RETAIL MARIJUANA STORE
LICENSE/RETAIL MARIJUANA CULTIVATION FACILITY FOR RINNIE
RULEZ LLC, DBA DOOBIE SISTERS/DOBBIE SISTERS BOTANICS,
LOCATED AT 695 NORTH BROADWAY, UNIT 1 AND 2, CORTEZ

BACKGROUND

The renewal application for a Retail Marijuana Store License/Retail Marijuana Cultivation Facility referred to above was filed in the City Clerk's office on April 24, 2022. The application appears to be complete and all fees were paid.

ISSUES

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

The sales tax account is current.

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

RECOMMENDATION

Staff recommends approval of the renewal Retail Marijuana Store License/Retail Marijuana Cultivation Facility for Doobie Sisters LLC, located at 695 North Broadway, Unit 1 and 2, 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

y _____ Renewal Fee (annually)
\$5,250.00

_____ Transfer Ownership Fee
\$2,850.00

_____ Transfer Location Fee
\$7,000.00

y _____ Retail Marijuana Store

_____ Retail Marijuana Testing Facility

y _____ Retail Marijuana Cultivation Facility

Applicant is applying as:

_____ Corporation

_____ Partnership

_____ Individual*

y _____ Limited Liability Company

_____ Other

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

Applicant Rinne Rulenz LLC
(Corporation/LLC)

Applicant Wolf Corin T.
(Sole Proprietor) Last Name First Name Middle Initial

Trade Name of Establishment (DBA) Doobie Sisters & Doobie Sisters Botanics

Physical Address of Establishment 695 N Broadway Unit 1 + Unit 2

Mailing Address " "

Telephone 970 565 2345 Email Address Rinnewolf@gmail.com

Contact Person Corin Wolf Title Managing Member

Telephone 970 739 6963 Email Address Rinnewolf@gmail.com

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 ✓ 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 _____ 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? _____ Yes ✓ No

If Yes, Name of Licensee _____

Physical Address of Establishment _____

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

If Yes, Name of Licensee Pinne Rulez LLC 402R-00563 + 403R-01232

Physical Address of Establishment 695 N Broadway Cortez, CO 81321

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: C Wolf Title: Managing Member
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: CORIN WOLF Date: 5.24.22

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 Rimma Ruiz LLC 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: C. Wolf Title: Managing Member
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: CORIN WOLF Date: 5.24.22

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

Question #6

I, CORIN Wolf (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.

CWolf

Applicants Signature

5.24.22

Date



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a renewal application for a Retail Marijuana Center/Retail Marijuana Cultivation Facility License for THA Corporation, DBA The Herbal Alternative, 1531 Lebanon Road, Cortez

Attachments

Herbal Alternative Renewal



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 14, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A RETAIL MARIJUANA
CENTER/RETAIL MARIJUANA CULTIVATION FACILITY LICENSE
FOR THA CORPORATION, DBA THE HERBAL ALTERNATIVE, 1531
LEBANON ROAD, CORTEZ

BACKGROUND

The renewal Retail Marijuana Store/Retail Marijuana Cultivation License referred to above was filed in the City Clerk's office on June 9, 2021. The application appears to be complete and all fees were paid.

ISSUES

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

The sales tax account is current.

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

RECOMMENDATION

Staff recommends approval of the Retail Marijuana Center/Retail Marijuana Cultivation Facility for The Herbal Alternative, located at 1531 Lebanon Road, 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**

<input type="checkbox"/> New Application Fee \$7,000.00	<input checked="" type="checkbox"/> Renewal Fee (annually) \$5,250.00
<input type="checkbox"/> Transfer Ownership Fee \$2,850.00	<input type="checkbox"/> Transfer Location Fee \$7,000.00

☒ Retail Marijuana Store ☐ Retail Marijuana Testing Facility
☒ Retail Marijuana Cultivation Facility

Applicant is applying as:

☒ Corporation ☐ Partnership
☐ Individual* ☐ Limited Liability Company
☐ Other

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

Applicant THA CORP.
(Corporation/LLC)

Applicant _____
(Sole Proprietor) Last Name First Name Middle Initial

Trade Name of Establishment (DBA) The Herbal Alternative

Physical Address of Establishment 1531 Lebanon Rd., Cortez, CO 81321

Mailing Address Same

Telephone 970 529-7007 Email Address _____

Contact Person Liana Smith Title Manager

Telephone 970 769-7878 Email Address Lianasmith@me.com

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 ☒ 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 ☒ 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? _____ Yes ☒ No

If Yes, Name of Licensee _____

Physical Address of Establishment _____


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

If Yes, Name of Licensee THA CORP.

Physical Address of Establishment 1531 Lebanon Rd., Cortez, CO 81321

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

Printed Name: Liana Smith Date: 6/9/22

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

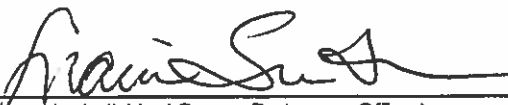
Additional Documents to be Submitted with Application

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 THA CORP. 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:  Title: Manager
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Liana Smith Date: 6/9/2022

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

Question #6

I, Liana Smith (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

6/9/2022

Date



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. e.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a renewal application for a Retail Marijuana Center License for NuVue Pharma LLC,
to be located at 503 Patton Street, Cortez.

Attachments

NuVue Pharma Renewal



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 15, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A RETAIL MARIJUANA CENTER
LICENSE FOR NUVUE PHARMA LLC, TO BE LOCATED AT 503
PATTON STREET, CORTEZ

BACKGROUND

The renewal Retail Marijuana Store referred to above was filed in the City Clerk's office on May 25, 2022. The application appears to be complete and all fees were paid.

ISSUES

The construction of the building for NuVue Pharma LLC has not been completed; however, the owner has stated that the building will be constructed in the near future. There is no fire inspection or police report due to the business not being operational. The license will be issued upon completion of the building and a Certificate of Occupancy issued by the City.

RECOMMENDATION

Staff recommends approval of the Retail Marijuana Center License for Green Kiwi 4, LLC, DBA LivWell, located at 1819 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

☒ Renewal Fee (annually)
\$5,250.00

_____ Transfer Ownership Fee
\$2,850.00

_____ Transfer Location Fee
\$7,000.00

☒ Retail Marijuana Store

_____ Retail Marijuana Testing Facility

_____ Retail Marijuana Cultivation Facility

Applicant is applying as:

_____ Corporation

_____ Partnership

_____ Individual*

☒ Limited Liability Company

_____ Other

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

Applicant NuVuc Pharma, LLC
(Corporation/LLC)

Applicant _____
(Sole Proprietor) Last Name First Name Middle Initial

Trade Name of Establishment (DBA) N/A

Physical Address of Establishment 503 Patton St., Cortez, CO 81321

Mailing Address 4740 Dillon Drive, Pueblo, CO 81008

Telephone N/A Email Address N/A

Contact Person Paul Julian Title Corporate Counsel

Telephone 919-619-2443 Email Address paul.j@nuvucpharma.com

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 NuVue Pharma, LLC 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: Paul Julian Title: Corporate Counsel
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Paul Julian Date: 5/12/22

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

Question #6

I, Nuvve Pharma, LLC (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

5/12/22

Date



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. f.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Special Events Permit to Cortez Rotary Foundation to host an event on Monday, July 4, 2022, at Centennial Park, located at 802 East Montezuma Avenue, Cortez.

Attachments

SEP- Rotary Club



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

6/8/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR CORTEZ ROTARY FOUNDATION

BACKGROUND

The application referred to above was filed with the City Clerk's office on May 28, 2022. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow Cortez Rotary Foundation to host a special event on Monday, July 4, 2022, from 11:00am to 9:00pm at Centennial Park, located at 802 East Montezuma Avenue, Cortez.

ISSUES

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

RECOMMENDATION

Staff recommends approval of a Special Event Permit to Cortez Rotary Foundation to host a special event on Monday, July 4, 2022, from 11:00am to 9:00pm at Centennial Park, located at 802 East Montezuma Avenue, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. g.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Fermented Malt Beverage Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 1/2 South Broadway, Cortez.

Attachments

Renewal- Handy Mart South



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

6/14/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A FERMENTED MALT BEVERAGE OFF PREMISES LIQUOR LICENSE FROM STOKLEY CORPORATION, DBA HANDY MART SOUTH, LOCATED AT 806 ½ SOUTH BROADWAY, CORTEZ

BACKGROUND

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

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of renewal Fermented Malt Beverage Off Premises Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 ½ South Broadway, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 2. h.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Fermented Malt Beverage Liquor License for Maverick, Inc., DBA
Maverick Inc. #497, located at 455 State Street, Cortez.

Attachments

Renewal- Maverick



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

6/23/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A FERMENTED MALT BEVERAGE LIQUOR
LICENSE FROM MAVERIK INC., DBA MAVERIK #497, LOCATED AT 455
STATE STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on June 21, 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 the renewal Fermented Malt Beverage Liquor License for the Maverik #497, located at 455 State Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Dona Thompson, Administrative Assistant/Public Works

SUBJECT: Application for an Out-of-City Water Tap and Pre-Annexation Agreement at 1521 North Mildred, Cortez, as Requested by Chris Snyder for Snyder Mama Holdings

BACKGROUND

The City of Cortez has received an application from Snyder Mama Holdings, LLC (Snyder) for an out-of-City water tap to be installed on property in Montezuma County, located at 1521 North Mildred. Snyder purchased the property from Keith Evans in August 2021 (Legal: Lot B, Keith Evans 2-Lot Moderate Development).

The City allows for owners of property located outside the City limits to purchase a City water tap when they are near an existing City waterline. Snyder has submitted a signed contract for the out-of-City water service, and a signed Pre-Annexation Agreement, as required for consideration of water service outside the City limits.

According to Water Enterprise Resolution No. WE-2021-1, Series 2021, a fifty percent (50%) additional charge will be added to all water service connections outside the City limits. An approved backflow prevention device is required for all water taps, whether inside or outside the City limits.

ISSUES

Snyder applied for and was granted a High Impact Permit from Montezuma County. According to the letter of application, Snyder plans to build a 2000 sf catering kitchen on the property. Additionally, in his High Impact Permit Application, Snyder proposes to build additional storage units and a 3000 sf popcorn manufacturing and storage facility.

Since the property is adjacent to the City limits, the City Planning and Zoning Commission reviewed the request and their comments were sent to the County: "Given its location, the City Planning and Zoning Commission believes that future planned development would be appropriate to occur in the City with City standards, and at a minimum, will request a pre-annexation agreement before water taps are provided."

The property is located adjacent to City limits on the south and east, and City-owned open space on the north and west and is eligible for annexation.

COMMENTS

According to Manager Jan Nelson, The property is within the Sanitation District boundaries and a connection will be required.

Building Official Sean Canada stated that: The water tap sizing is based on the usage, determined by the Drain Fixture Units (DFU's), which is calculated by the design professional or the project engineer. A commercial kitchen that is 2000 square feet has a design occupant load of 10 -- under State law it must be designed by a Colorado licensed architect or engineer. If there is a chance that the City will annex the property, we should

"require" those plans or the calculated DFU's before issuing a water tap.

Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, and Water Superintendent Rich Landreth have all stated their recommendation of requiring annexation of the property.

Attached are the following documents:

Letter of Application from Chris Snyder, Snyder Mama Holdings

Contract for Out-of-City Water Service

Pre-Annexation Agreement

Aerial Map Showing Location of Property

Application to Montezuma County for High Impact Permit

P&Z Minutes from April 12, 2022

P&Z Comments to County Planning Department dated April 13, 2022

RECOMMENDATION

Staff recommends that Council approve the Contract for Out-of-City Water Service and Pre-Annexation Agreement as submitted by Snyder Mama Holdings. Furthermore, the City should consider annexation proceedings to ensure that the DFU's are received in order to calculate the size of the tap. Additionally, an approved backflow prevention device will be required.

Attachments

1521 N Mildred Attachments

SMH
11865 RD 25.4
Cortez, CO 81321

To Whom It May Concern:

This letter is to convey intent of Snyder Mama Holdings to construct a catering kitchen at 1521 N. Mildred and provide the needed information for securing a water tap for said operation.

The kitchen will be occupied by Mona Makes, LLC. Mona Makes is a pickup-only retail food operation. The facility will have a drive-though window and small lobby area open to the public, but no seating.

Mona Makes has been operating since early 2020 in a residential location. The garage of this residence has been converted to a licensed commercial kitchen. For the last 2 years this business has operated at this location and a 3/4" water tap has been sufficient to supply both the 4 bedroom 3 bath residence as well as the Mona Makes Operation.

The following water-consuming equipment will be located at the new facility. An asterisk has been placed next to each item that is not being used at the current location:

- 2 hand washing sinks (currently 1)
- 1 food prep sink
- 1 3-compartment sink
- 1 dish prep sink with garbage disposal *
- 1 commercial dishwasher*
- 1 Washer/Dryer Combo
- 1 employee bathroom
- 1 300lb ice maker
- 1 water spout for filling large pots on hot line
- 2 hose connections for cleaning

All of the dish washing equipment listed above will drain their waste water through a grease trap before continuing on to the sewer.

We have been working with the Montezuma County Health Department to ensure that we are meeting all of their recommendations with respect to this type of operation.

If you have any questions or would like additional information, please don't hesitate to contact me directly.

Thank you,



Chris Snyder
Snyder Mama Holdings
970-529-0335

**CONTRACT FOR OUT-OF-CITY WATER SERVICE
WITH THE CITY OF CORTEZ, COLORADO**

27 day of May, 2022
Snyder Mame Hoblings
Name of Applicant
1521 N. Milled
Property Address

The undersigned Applicant requests to be supplied with water service from the City of Cortez for residential or commercial purposes and none other. Applicant agrees to pay for such services at a schedule of rates as provided in this Agreement or the current Municipal Ordinance, which may be changed from time to time by the City Council of Cortez, Colorado. Applicant agrees to comply with the City's rules and regulations regarding conditions of this Agreement, said Ordinance and any successor ordinance. The stated Water Ordinance is made a part of this agreement by reference. Applicant agrees he has had the opportunity to inspect and review said Ordinance, attached Resolutions, as well as the other City rules and regulations relating to water service.

Applicant understands that the City of Cortez does not hold itself out to serve the public at large outside the City, and does not, and will not, dedicate its services to the public outside the City. Applicant understands Applicant has no right to demand service, but upon the execution of a pre-annexation agreement Applicant may have certain rights.

Applicant understands that it shall be entitled to one service connection (tap) with the municipal water system. Any applicant desiring more than one service connection shall be required to apply for and secure the same by contract.

Applicant understands that in the event of scarcity of water, or failure or partial failure of supply for any reason, the City shall have the power to restrict and limit the use of water to domestic household purposes only. Notice of the imposition of such restrictions may be by phone or by written notice delivered or mailed by the City Clerk or by publication, and shall be effective until Applicant is notified otherwise.

Applicant specifically agrees to abide by all irrigation restrictions.

Applicant agrees to claim no damage on account of the stoppage or reduction in flow resulting from accident, Act of God, or when stoppage or reduction is necessary to make alterations, repairs or improvements.

Applicant acknowledges that its failure to comply with this agreement, or any part thereof, or any part of Chapter 27 of the Code of the City of Cortez, its amendments and successors, or failure to pay any payments assessed, will allow the City to

terminate the service to the premises described below without notice to the Applicant. Waiver or non-enforcement of any part of this agreement by the City shall not be construed as a waiver of any other condition of this agreement or a waiver of a subsequent violation of the same covenant.

This agreement may not be assigned by the Applicant without the consent and approval of the City of Cortez, which consent and approval shall not be arbitrarily or unreasonably withheld; but the City reserves the right to refuse any and all applications for transfer until all assessment, tap and other fees are paid in full.

In the event the City of Cortez or the Applicant causes annexation of the property where the tap is located, then and in that case this contract shall become merged with the pre-annexation agreement, the municipal code and its successors then in effect and all conditions of this contract in conflict with the code shall be rendered void and without effect.

That Applicant shall pay all costs or charges incident to making said tap, as may be determined by the City of Cortez, and that said taps shall be made under the supervision of the superintendent of Public Works, or such other official as the City may designate.

That Applicant will pay for and install a water meter of such size and at such place as may be required by the City.

That the Applicant agrees to pay all costs for water extensions as may be required by the Director of Public Works unless specifically exempt from certain costs by utility policies approved by the City Council.

Nature of Service: Food Service

Name: Snyder Manna Holdings

Address of Premises: 1521 N. Mildred

Legal Description of Property: 1521 N. Mildred Road Cortez, CO 81321
Parcel # 561123106002

Number of Taps: 1

Rate: Out of City

Deposit: _____

Meter No. and Size and Location of Stop: _____

Applicant further understands that the City of Cortez will assume no responsibility for service maintenance, or facilities for service, beyond the point where the City has agreed to deliver water to the Applicant.

This Agreement confers lien rights for unpaid water fees in accordance with the City ordinances.

APPROVED BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF CORTEZ

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

APPLICANT:



CHRISTOPHER SNYDER

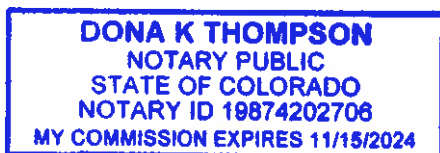
STATE OF COLORADO)
)
County of Montezuma) ss.

The foregoing instrument was acknowledged before me this 27th day of May, 2022, by Christopher Snyder.

Witness my hand and official seal.

My commission expires: November 15, 2024


Notary Public



**PRE-ANNEXATION AGREEMENT
WITH THE CITY OF CORTEZ, COLORADO**

27 day of May, 2022
Snyder Management Holdings
Name of Applicant
1521 N. Mildred
Property Address

WHEREAS, the City of Cortez has made provision for the continued delivery of domestic water service to residents of Montezuma County beyond the boundaries of the City of Cortez and,

WHEREAS, the City of Cortez already provides water service to some out-of-town residents and,

WHEREAS, the City of Cortez must recoup the costs associated with the provision of those services and,

WHEREAS, State law provides that the City may enter into pre-annexation agreements which shall be specifically enforceable in exchange for the City providing water services,

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. The undersigned owner or owners agree to cause a properly prepared and executed petition for annexation of the real property stated herein to be filed with the Clerk of the City and to cooperate in every way reasonably possible to facilitate the annexation of the "property" by the City at such time as the City shall determine that the property in question has become eligible for annexation pursuant to C.R.S. 31-12-101 recorded with the Clerk and Recorder of Montezuma County, which memorandum shall constitute constructive notice of the terms of this Agreement.

2. Furthermore, the Applicant does hereby empower and irrevocably authorize and appoint the City Clerk of the City of Cortez, Colorado, his lawful attorney in fact, for him and in his place and stead to sign any such annexation petition as may be presented to and approved by the City Council, or as may be initiated by the City Council itself, embracing the above described land within territory to grant said City Clerk full power and authority to sign his name to such petition, thereby binding said petitioner to all of the terms and provisions of said petition as fully as he might do himself and for all intents and purposes as if he himself had signed said petition, it being thoroughly understood by the applicant that the primary consideration for the granting of the petition is applicant's covenant and promise that he will consent to the annexation of said territory to the City of Cortez, Colorado. Applicant further covenants and agrees for himself, his successors and assigns that, if he fails to sign any such annexation petition when requested by the City, or fails to abide by each and every covenant herein contained, then and in that event this permit or right to use water may be terminated by the City of Cortez, Colorado, upon the giving of thirty days' notice in writing of his intention so to do. Further, the requirements herein stated shall be considered as covenants running with the land.

3. Whoever initiates the annexation shall pay for the survey, publication, preparation of petition, and all other necessary costs and related items.

4. The Montezuma County property affected by this Pre-Annexation Agreement is described as follows: 1521 North Miller Road Co 81321

parcel # 561123106002

5. The name of the owner or owners and names of any holders of any underlying encumbrance to this property are as follows: Snyder Marm, LLC

6. Pursuant to C.R.S. 31-12-121 as amended, this Agreement shall be enforceable by an action for a specific performance filed in the District Court of the 22nd Judicial District and, in the event such action must be taken, the prevailing party agrees to pay court costs and a reasonable attorney's fees.

7. A memorandum to this Agreement may be prepared and recorded with the Clerk and Recorder of Montezuma County, which memorandum shall constitute constructive notice of the terms of this Agreement.

8. The owner agrees that at such time as annexation is initiated, they will abide by such further terms and conditions as required by the City with reference to the City's building codes, zoning codes and practices, subdivision regulations, etc., provided the same are applied to the owners in a non-discriminatory manner.

9. The City, for its part, agrees to provide water service to the owners hereinbefore delineated, on the same terms and conditions as water service is being provided other out-of-town users, or in the event water service is already being provided owners, on the following terms and conditions, but the City does not agree to provide any other essential or non-essential services either before or after annexation.

10. This Agreement does not entitle owner to additional water taps subsequent to the execution of this Agreement and the "Contract for Out-of-City Water Service." The City shall be the sole judge of the necessity or advisability of granting additional taps to any owner.

11. The owners signing this Agreement warrant and represent to the City of Cortez that they are duly authorized to do so and have the power and own the property indicated herein.

12. The Applicant hereby agrees that no building or other improvement shall be constructed which shall interfere with the future widening or extending of streets as proposed, or may hereafter be proposed in the Master Street Plan on file in the City Clerk's Office, Cortez, Colorado.

13. All of the terms and conditions hereof shall extend to and be binding upon the heirs, assigns and successors in interest of the parties hereto.

14. Special conditions of annexation: N/A

15. This Agreement shall be governed by the laws of the State of Colorado and shall bind and benefit the parties hereto and their assignees, legal representatives and interests.

IN WITNESS WHEREOF this Pre-Annexation Agreement is entered into as of the date and year first above written.

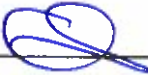
CITY OF CORTEZ

By: _____
Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

OWNER(S):

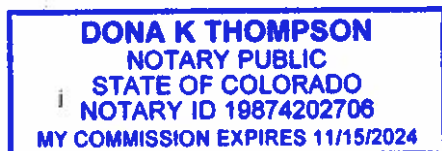

CHRISTOPHER SNYDER

STATE OF COLORADO)
) ss.
COUNTY OF MONTEZUMA)

The foregoing instrument was acknowledged before me this 27th day of May, 2022, by Christopher Snyder.

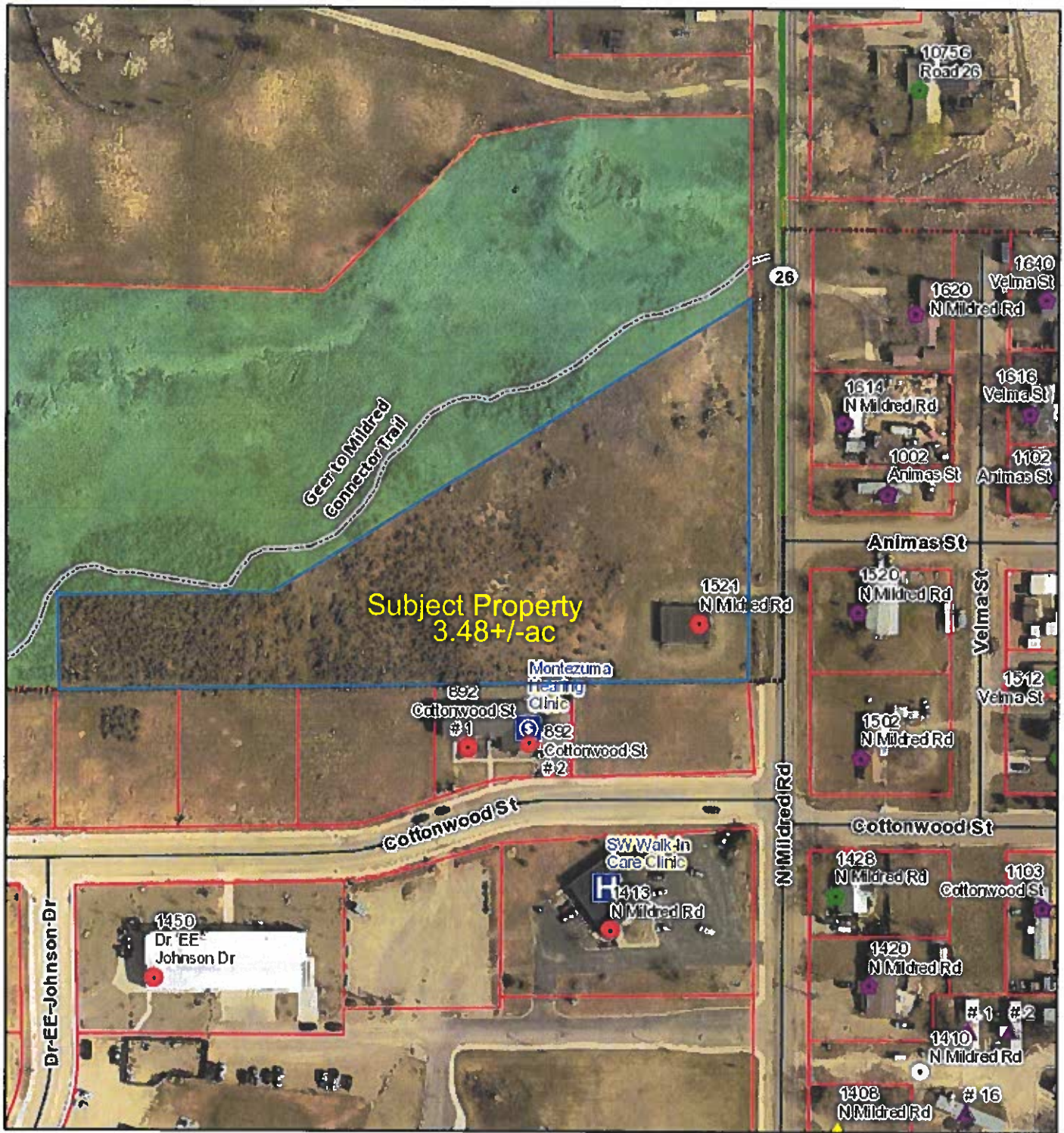
Witness my hand and official seal.

My commission expires: November 15, 2024



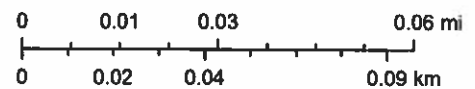
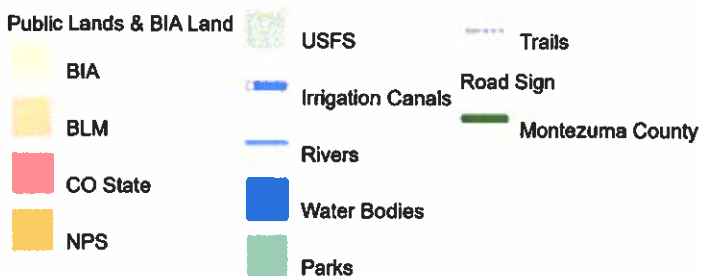

Notary Public

Montezuma County Property Detail Map



3/21/2022, 11:35:56 AM

1:2,257



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Date Submitted: March 18, 2022

MONTEZUMA COUNTY HIGH IMPACT PERMIT APPLICATION

Conditions and safeguards may be imposed by the County Commissioners

This application is intended to give pertinent information to the Planning Department of Montezuma County for the purpose of the review process for a proposed zoning request. Nothing in this application is intended to retract any policy, design guideline, or standard as set forth in the Montezuma County Land Use Code, Amended 03/02/2015, Resolution No.3-2015.

Please initial here that you have a current copy of the Montezuma County Land Use Code or can access a copy online at www.montezumacounty.org ; Click on Departments; Planning; and Montezuma Land Use Code CS.

- 1) Applicant(s) Name: Snyder Mama Holdings, LLC
Current Landowner's Name(s)/Owner: Snyder Mama Holdings, LLC
Landowner Mailing Address: 11865 Road 25.4, Cortez, CO 81321
Telephone Number (970)529-0335 Alternate Number: (435)512-9975
Email smhstoragecortez@gmail.com
- 2) Agent(s): Christopher & Brooke Snyder Phone No. (970)529-0335
Agent Mailing Address: 11865 Road 25.4, Cortez, CO
Email: topher.snyder@gmail.com brookeahontas@gmail.com
(If the applicant is not the owner then evidence that the owner is aware of and consents to the filing of this application must be provided in writing before the application will be accepted.)
- 3) Existing Zoning: INDLZ Requested Zoning: _____
Number of Lots: 1 (one) Total Acres: 3.48+/-
A brief description of adjacent land usage: The surrounding properties consist of residential, medical offices, Southwest Memorial Hospital and Park-Evans Conservation tract.

A brief description of the proposed development / use: Build additional storage units and a 2000 sf kitchen for a pickup food and catering business. Future development (within 5 years) to include additional storage units and a 3000 sf popcorn manufacturing and storage facility.

Parcel I.D. Number: 561123106002
Physical Address of Property: 1521 N. Mildred Road, Cortez, CO
Legal Description of Property: Section 23 Township 36N Range 16W, N.M.P.M.
- 4) Brief description of the proposed development: Build additional storage units and a 2000 sf kitchen for a pickup food and catering business. Future development (within 5 years) to include additional storage units and a 3000 sf popcorn manufacturing and storage facility.
- 5) General High Impact Submittal Requirements: The High Impact Permit Application will include, but not be limited to, the following required attachment(s); and will be made apart of the High Impact Permit Application, in the form of a narrative, plan, map, or description per Chapter 2, Section 2, 2201.4 of the Land Use Code:
 - ▶ Names, Addresses, and contact information for the owner or representative of the owner
 - ▶ Current and completed High Impact Permit Application, summarizing the level of compliance with each Threshold Standard and any recorded use or planned unit development covenants.
 - ▶ A Site Plan, including a vicinity map, indicating to the extent feasible, compliance with the applicable Threshold Standards. See pages 2-4 of the Land Use Code.
 - ▶ Detailed plans and specifications of the change in land use and conceptual or detailed plans for any potential enlargement of the development or land use.

- ▶ If the permit application concerns an enlargement of an existing use, the past history and expansion of the use.
- ▶ A list of the status of all other federal, state, and local permits and approvals that will be required for the change in land use, together with any proposal for coordinating these approvals with the County permitting process.
- ▶ A description of the public facilities required by the change in land use and evidence of service or specific proposals for providing facilities not currently available.
- ▶ Descriptions of those adverse impacts resulting from the change in land use which are not mitigated and which are irreversible and irretrievable.

6) A Mitigation Plan is required to address the following:

- ☐ Threshold Standards that will be exceed during the construction or operation of the High Impact Permit request require Plans for mitigating conditions that exceed said standard(s). Below is an Evaluation for certifying the level of compliance with the Threshold Standards: Please check if your project Meets, Exceeds or if the Standard would be non-applicable.

- 7) Plans for winding down activities and service and facility demands: ☐ Attached ☒ Not Applicable
1. When the construction and/or operation of the project is complete,
 2. In the event that the project is suspended or terminated prior to completion, and
 3. For controlling, restoring, and remediation of any impacts that will continue after the construction and/or operation of the change in land use is complete.
- ☐ Plans for controlling and remediation of hazardous, toxic, and explosive substances that are used, stored, transported, disturbed, or produced in connection with the change in land use.
- ☐ Plans for monitoring the effectiveness of the mitigation measures.
- ☐ A description of how and when the mitigation plan will be implemented and financed.

8) Mitigation Plan: ☐ Attached, herewith and made a part of the application.

9) Additional requirements for projects involving the Potential of Highly Significant Impacts. Additional information may be required in the form of maps, narrative descriptions, photographs, data and studies to determine the nature and extent of potential highly significant impacts as provided for in 2202.6 and 2202.7 of the Land Use Code:

Additional Plan Submitted: ☐ Yes ☐ No ☒ Not Applicable

10) Weed Control Plan: ☐ Attached ☒ In Process:
Prepared by: _____

11) Professional Review Fee collected: ☐ Yes ☒ No

12) Municipal Review: ☒ Cortez ☐ Dolores ☐ Mancos ☐ Not Applicable

13) Rural Water: Existing Infrastructure ☐ yes ☒ No
Copy of Existing Tap Certificate: ☐ yes ☒ No ☐ not applicable
Service provided by: City of Cortez
Letter attached: ☐ yes ☒ No ☐ In Process
Service Available for _____ Additional COMZ/INDZ use(s)

- 14) Copy of Current Driveway/Access Permit from Montezuma County Road Department
☐ Yes ☒ No ☐ In Process
Access Permit can service up to ____ industrial use. Date on Permit: _____
Interior Road anticipated within development: ☐ Yes ☒ No
Road Cut and (or) Bore Permit required ☐ Yes ☒ No
If so, copy of permit attached ☐ Yes ☒ No

- 15) CDOT Access/Permit: Any development that will require a direct access off any highway shall require permitting through CDOT. Required ☐ Yes Hwy: _____ No ☒

- 16) Contact utility companies for information regarding any/all easements, contracts or fees for providing service to the development:
Electric: ☒ Empire Electric ☐ Other: _____
Telephone: ☐ Cell Phone Only ☐ Centurylink ☐ Farmers ☐ Other: _____
Gas Source: ☐ Atmos Energy ☐ Propane ☐ Other: _____

- 17) Fire Mitigation Plan: Is the property located in an area identified on the A or B Community at Risk Map, or other areas that fall outside of the A or B Zone that have native vegetative cover deemed to be a wildfire risk:

☐ Yes, requires a Comprehensive Wildfire Mitigation Plan: ☐ Attached ☐ In Process
☐ No, Request for Waiver, Submittal of Affidavit with directional photos
☐ Attached ☒ In Process
- 18) Weed Control Plan: ☐ Attached ☒ In Process:
Prepared by: _____

- 18) **NAMES AND CURRENT ADDRESS OF MINERAL RIGHTS OWNERS:**

☐ Attached ☐ Same as Surface Owner ☒ Unable to Make a Determination

[Signature]
Applicant
Date: 3/18/22

[Signature]
Applicant
Date: 3.18.22

Based on the information provided herein, this Application complies with the application submittal requirements per the Montezuma County Land Use Code.

Planning Director Review: [Signature] Date: 3/21/22

consisting of 1.05 acres located north on Road M, west of Hwy 145, situated in Section 12, T.36N, R.16W, N.M.P.M.

No concerns were discussed by the Commissioners.

- b. Montezuma County Development – Contract City Planner Nancy Dosdall made a presentation on the application to create a Single Lot Development and AR 3-9 Rezoning, submitted by Gary & Jaclyn Fisher, on property located at 24537 Road N, Cortez, consisting of 81.65 acres, located North on Road N, west of Road 25, situated in Section 3, T.36N, R.16W, N.M.P.M.

No concerns were discussed by the Commissioners.

- c. Montezuma County Development – City Planner Nancy Dosdall presented the High Impact Permit request to build additional storage units, and a 2000 sf popcorn manufacturing and storage facility, submitted by Snyder Mama Holdings, LLC, agent: Christopher Snyder, on property located at 1521 N. Mildred Rd, Cortez, consisting of 3.48 acres, located south of Road L, east of Road 25, situated in Section 23, T.36N, R.16W, N.M.P.M.

Discussion by the Commissioners presented the following written concerns to the Montezuma County Planning Department: The property is located within the 1-mile area of influence and adjacent to City limits on two sides with City owned open space on the third side. It is currently eligible for annexation and although the application is unclear, it appears that they will be requesting connection to City water. The property frontage is located between the end of the City sidewalk on N. Mildred and a popular trailhead on City open space. Completion of the sidewalk would add greatly to the safety of trail users, who are often children. Water and street improvements are planned in the area and should be considered when planning for future utility connections. Given its location, the City Planning and Zoning Commission believes that future planned development would be appropriate to occur in the City with City standards, and at a minimum, will request a pre-annexation agreement before water taps are provided.



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

April 13, 2022

Montezuma County Planning Department
c/o S. Jane Duncan
109 W Main St., Room 270
Cortez, CO 81321

Via email: sjd@co.montezuma.co.us

RE: High Impact Permit Application – Snyder Mama Holdings LLC

To: Montezuma County Planning and Zoning Commission

Thank you for the opportunity to comment on the above referenced project. The City of Cortez Planning and Zoning Commission reviewed the project at their meeting of April 12, 2022, and have the following comments.

The property is located within the 1-mile area of influence and adjacent to City limits on two sides with City owned open space on the third side. It is currently eligible for annexation and although the application is unclear, it appears that they will be requesting connection to City water. The property frontage is located between the end of the City sidewalk on N. Mildred and a popular trailhead on City open space. Completion of the sidewalk would add greatly to the safety of trail users, who are often children. Water and street improvements are planned in the area and should be considered when planning for future utility connections.

Given its location, the City Planning and Zoning Commission believes that future planned development would be appropriate to occur in the City with City standards, and at a minimum, will request a pre-annexation agreement before water taps are provided.

Thank you for your consideration, please let us know if you have any questions.

Sincerely,

Rachael Marchbanks
Community and Economic Development Director



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Drew Sanders, City Manager

SUBJECT: Letter of Support for Montezuma County

BACKGROUND

Please see attached

RECOMMENDATION

Council will consider approving the letter of support for the Montezuma County Economic Development Team's EDA State Outdoor Recreation Grant request to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan.

Attachments

Memo- Letter of Support
Letter of Support



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

Memorandum

To: CORTEZ CITY COUNCIL

From: DREW SANDERS, CITY MANAGER

Date: June 28, 2022

RE: Letter of support for Montezuma County's grant application for the EDA's State Outdoor Recreation Grant

DISCUSSION

Please find the attached draft letter of support for Montezuma County's grant application for the EDA's State Outdoor Recreation Grant to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan. Montezuma County has had many outdoor recreation requests such as enhancing the breakwater for McPhee, connections to Rim Rocker, and Paths to Mesa Verde. As we look at economic recovery and diversification, Montezuma County would like to have an impact analysis performed that will analyze the investments in the outdoor recreation economy that will provide the most benefit to this economically stressed area.

STAFF RECOMMENDATION

Staff recommends approval of this letter of support for the Montezuma County Economic Development Team's EDA State Outdoor Recreation Grant request to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan.

MOTION

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

"I move to approve Montezuma County's EDA State Outdoor Recreation Grant request to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan."



Rachel Medina, Mayor
City of Cortez
123 Roger Smith Ave.
Cortez, CO 81321

June 28, 2022

Matt Nuñez
1600 Broadway Street, #2500
Denver, CO 80202

RE: Outdoor recreation impact analysis

To Whom It May Concern,

On behalf of the City of Cortez, the Cortez City Council strongly supports the Montezuma County Economic Development Team's EDA State Outdoor Recreation Grant request to perform an Outdoor Recreation and Heritage Asset Impact Study and Strategic Project Plan. With an economy heavily reliant on a diminishing supply of oil and gas, and with an agricultural industry devastated by ongoing drought, we acknowledge the need to leverage our superlative outdoor recreation and heritage assets to diversify our economy and connect people with our unique and beautiful spaces.

The wise stewardship of our outdoor recreation economy demands a close look at the relationship between each asset and the greater network of assets in the region and the state. We hope to see how the value of each trail, each outdoor facility, each cultural heritage site and our network of waterways can be quantified by how they support outdoor businesses, small retailers, dining facilities, service providers and the supply chains that serve them, and how they support the greater outdoor recreation economy of the region and of the state. We support the County becoming more connected to the regional and state outdoor recreation economies, while honoring the rich cultural heritage that makes Montezuma County unique.

As we look at economic recovery and diversification, we ask for your support in helping to analyze the investments in the outdoor recreation economy that will provide the most benefit to this economically stressed area. Thank you for taking the time to review and consider this application.

Sincerely,

Rachel Medina, Mayor
City of Cortez



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 28, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Rachel Marchbanks, Director of Community/Economic Development

SUBJECT: Letter of Support for Potential Business Expansion and Upgrade

BACKGROUND

Please see attached information.

RECOMMENDATION

Council will consider approving a Letter of Support of a proposed Expansion and Upgrade of the Holiday Inn Express, located at 2121 East Main Street, Cortez.

Attachments

Memo

Letter of Support



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

Memorandum

To: CORTEZ CITY COUNCIL

From: Rachael Marchbanks, Community and Economic Development Director

Date: June 28, 2022

RE: Letter of support for potential business expansion and upgrade

DISCUSSION

Please find the attached draft letter of support for a proposed expansion and upgrade of the hotel property located at 2121 East Main Street. Currently, there are no hotels that serve a higher end market within 50 miles and this effort would help fill a gap. The upgrade is consistent with the recently updated Comprehensive Economic Development Strategy (CEDS) developed in conjunction with Region 9 Economic Development District. A goal of the CEDS plan is to support strategies that focus on improving the competitiveness of current businesses and helping them to capture new markets. Additionally, tourism is an important economic driver in our City and region.

STAFF RECOMMENDATION

Staff recommends approval of this letter of support for the proposed expansion and upgrade of Holiday Inn Express located at 2121 East Main Street.

MOTION

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

“I move to approve the letter in support of a proposed expansion and upgrade of the Holiday Inn Express, located at 2121 East Main Street.”



Rachel Medina, Mayor
City of Cortez
123 Roger Smith Ave.
Cortez, CO 81321

VOCO by IHG and Cortez Pueblo Partners
C/O Holiday Inn Express
2121 East Main Street
Cortez, CO 81321

RE: Property Improvement at 2121 East Main Cortez

To Whom It May Concern,

The City of Cortez strongly supports the proposed expansion and upgrades of the Holiday Inn Express property located at 2121 East Main Street, Cortez.

Cortez is just ten minutes from the entrance of Mesa Verde National Park, one of 24 UNESCO World Heritage Sites in the United States. Due to its central location in the Four Corners with optimal access to myriad outdoor recreational opportunities, Cortez is an ideal location for tourists and business travelers alike. Currently, there are no hotels that serve a higher end market within 50 miles and a local luxury hotel would help fill this gap.

As part of the recently updated Comprehensive Economic Development Strategy (CEDS) developed in conjunction with Region 9 Economic Development District, Cortez seeks to strengthen companies already in business as they are invested in and committed to the community. Additionally, we support strategies that focus on improving the competitiveness of current businesses and helping them to capture new markets.

The City and County are planning a biking, pedestrian, and equestrian path connecting Cortez to Mesa Verde National Park which will aid in the economic diversification of our city and surrounding area. Additionally, Cortez is revising its airport master plan for future economic growth. A new air carrier is slated to serve Cortez in early October which will help boost passenger traffic to our area as well.

Tourism is an important economic driver in our community and our region and the City of Cortez supports efforts that will help sustain and grow this industry.

Sincerely,

Rachel Medina, Mayor
City of Cortez

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

June 28, 2022

Agenda Item: 7. d.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No.1304, Series 2022

BACKGROUND

Please see attached

RECOMMENDATION

Council will consider approving Ordinance 1304, Series 2022 on first reading, allowing the sale of marijuana between the hours of 8:00 a.m. to 11:00 p.m., and set for public hearing on July 12, 2022.

Attachments

Memo RE Ord No.1304
Ord. No. 1304, 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: Linda Smith, Vern Knuckles, Drew Sanders

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

SUBJECT: Extend Hours of Operation

DATE: June 21, 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.

One of the Marijuana vendors/businesses has requested later closing hours.

Staff has reviewed the request and recommends extending hours.

Council discussed this previously and Council's comments have been taken into consideration in drafting the ordinance.

If you agree, please make a motion to approve Ordinance No.1304 Series 2022 at first reading and to set same for second reading and public hearing on July 12, 2022.

**ORDINANCE NO. 1304
SERIES 2022**

**ORDINANCE ALLOWING THE SALE OF MARIJUANA
BETWEEN THE HOURS OF 8AM TO 11PM**

WHEREAS, marijuana commercial sales operators in Cortez have requested that the hours of operation for marijuana retail and medical marijuana centers be extended from to 8 a.m. to 11 p.m. Current hours of operation are from 8 a.m. to 9 p.m.; and,

WHEREAS, City staff has examined these requests and recommends approving an 11 p.m. closure.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT Section 15-419 (b) Cortez City Code which currently reads:

DIVISION 3. GENERAL REQUIREMENTS, Sec. 15-419 (b). Operational Requirements.

b. Retail marijuana stores shall operate only during the hours of 8:00 a.m. to 9:00 p.m.

Shall be amended to read as follows:

DIVISION 3. GENERAL REQUIREMENTS, Sec. 15-419 (b). Operational Requirements.

b. Retail marijuana stores shall operate only during the hours of 8:00 a.m. to 11:00 p.m.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CORTEZ CITY COUNCIL THAT Section 15-311(b) Operational Requirements which currently reads:

DIVISION 2 GENERAL REQUIREMENTS, Section 15-311(b) Operational Requirements

(b) Medical marijuana centers shall operate only during the hours of 8:00 a.m. to 9:00 p.m.

Shall be amended to read as follows:

DIVISION 2 GENERAL REQUIREMENTS, Section 15-311(b) Operational Requirements

(b) Medical marijuana centers shall operate only during the hours of 8:00 a.m. to 11:00 p.m.

PENALTY A violation of this section shall be punishable as set forth in section 17-16A, Cortez City Code, as may be amended from time to time.

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 12th day of July, 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 28TH DAY OF JUNE, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING
THIS 12TH DAY OF JULY, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

MICHAEL F. GREEN, City Attorney

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

June 28, 2022

Agenda Item: 7. e.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No. 1306, Series 2022

BACKGROUND

Please see attached

RECOMMENDATION

Council will consider approving Ordinance No.1306, Series 2022 on first reading, amending §17-14(a)(2) allocation of a portion of court costs collected to the Cortez Police Department budget, and set for public hearing on July 12, 2022.

Attachments

Memo RE: Ord 1306

Ordinance No. 1306, Series 2022

MEMORANDUM

TO: Cortez City Council

CC: Vern Knuckles, Carla Odell, Kelly Koskie, Drew Sanders

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

SUBJECT: Municipal Court Costs Allocated to DARE Program

DATE: June 21, 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.

The Cortez Police Department has discontinued its DARE Program.

Therefore, it is not appropriate to allocate a portion of court costs to a budget line item for a program that no longer exists. The money collected should go to the general fund.

If you agree, please make a motion approving Ordinance No.1306 Series 2022 at first reading and setting same for second reading and public hearing on July 12, 2022.

**ORDINANCE NO. 1306
SERIES 2022**

**AN ORDINANCE AMENDING §17-14(a)(2) ALLOCATION OF A PORTION OF COURT
COSTS COLLECTED TO THE CORTEZ POLICE DEPARTMENT BUDGET**

WHEREAS, Section 17-14 Municipal court costs and fees currently reads:

Sec. 17-14 Municipal court costs and fees.

(a) Court costs before the municipal court of the city of Cortez shall be set as follows:

.....

(2) Court costs shall be imposed upon the entry of a guilty plea or after a conviction at trial. Five dollars of court costs assessed for each car where defendants appear in court shall be paid into the police department budget for the use of the drug awareness resistance and education (DARE) program. The balance of any court costs so assessed shall be paid into the general fund.

and,

WHEREAS, the Cortez Police Department no longer has a DARE program and does not plan to reinstitute it.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT Section 17-14(a)(2) Municipal court costs and fees is amended to read as follows;

17-14 Municipal court costs and fees is amended to read as follows:

(2) Court costs shall be imposed upon the entry of a guilty plea or after conviction. Any court costs assessed shall be paid into the general fund.

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 12th day of July, 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 28TH DAY OF JUNE, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 12TH DAY OF JULY, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

MICHEAL F. GREEN, City Attorney

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

June 28, 2022

Agenda Item: 7. f.

MEMO TO: Honorable Mayor and City Council

FROM: Mike Green, City Attorney

SUBJECT: Ordinance No. 1307, Series 2022

BACKGROUND

Please see attached.

RECOMMENDATION

Council will consider approving Ordinance No. 1307, Series 2022, an Ordinance Authorizing and Approving a Ground Lease With Jared and Karen Hansen for Construction of An Aircraft Hangar at the Cortez Municipal Airport, and set for public hearing on July 12, 2022.

Attachments

Memo RE Ord No. 1307
Ordinance No. 1307, Series 2022
Exhibit 1

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, Matt Cashner, Debbie Speer, Drew Sanders

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

SUBJECT: Hansen Airport Ground Lease Ordinance Approval

DATE: June 21, 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.

Jared and Karen Hansen wish to lease ground from the City of Cortez in order to construct an aircraft hangar.

As this is a multi year lease, a real estate transaction, the Charter and State Statutes (Article III Section 6) (C.R.S. 31-15-71(c)) require an ordinance approving the lease.

If you agree to approve the lease, please move to approve Ordinance No.1306 Series 2022 at first reading and set same for second reading and public hearing on July 12, 2022.

**ORDINANCE NO. 1307
SERIES 2022**

**AN ORDINANCE AUTHORIZING AND APPROVING A GROUND LEASE WITH JARED AND
KAREN HANSEN FOR CONSTRUCTION OF AN AIRCRAFT HANGAR
AT THE CORTEZ MUNICIPAL AIRPORT**

WHEREAS, Jared and Karen Hansen (Hansen) wish to lease ground from the City in order to build a hangar to store aircraft used for personal air activity.

WHEREAS the City of Cortez Charter and State Statutes require that these leases be approved by ordinance.

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 12th day of July 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 28th DAY OF JUNE, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 12th
DAY OF JULY, 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 Jared and Karen Hansen, hereafter referred to as "Hansen." The purpose of this agreement is a land lease for aircraft hangar construction and aeronautical use by Hansen.

For and in consideration of the rent to be paid to the City by Hansen 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 Hansen 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:

North Hangar Lot #8

Measuring 75 feet wide by 80 feet deep

Totaling 6,000 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")**

Hansen is authorized by the City of Cortez to construct a structure, the hangar, measuring 50 feet wide by 60 feet deep, on the premises. This agreement does not convey any ownership of the real property described above to Hansen 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 Hansen, unless the lease is extended by mutual agreement to the parties, or City and Hansen mutually agree that any improvement constructed by Hansen 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 Hansen is not in default under the terms of this agreement, Hansen 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, Hansen may again renew this lease for an additional ten (10) years by notifying the City in writing of Hansen'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 Hansen 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 (\$2,340.00 per year) in year one, to be paid to City, by Hansen.

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 Hansen fails to pay when due any amount required to be paid to the City by Hansen, 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 Hansen 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 Hansen, items related to the stored Aircraft, and personal or business vehicles parked by Hansen employees while flying or performing maintenance on the Aircraft. The Premises shall not be used for warehousing of Hansen's or anyone else's personal property. No residential use shall be permitted of the hangar. Hansen shall not perform any aircraft repairs or maintenance on the Premises to other than the stored Aircraft. Hansen 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. Hansen shall not enter into other uses not specifically authorized by this agreement.

COMPLIANCE WITH LAWS AND REGULATIONS

Hansen 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. Hansen 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. Hansen 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 Hansen in order for Hansen 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 Hansen's business so long as City incurs no liability or cost. In the event that Hansen is unable to obtain any approval herein within a reasonable time, except when due solely to Hansen's own fault. Hansen 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.

Hansen 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 construct an 8 foot fence between the new hangar and the existing hangar N7.
4. To design the hangar in such a manner to blend in with architectural and general appearance of the adjoining airport facilities.
5. If a propane tank is installed, it shall conform to Federal, State and Local codes for its location and

method of installation.

6. Parking area shall be an all-weather surface, i.e. gravel, concrete, asphalt, and approved by the City Building Inspector.
7. Hansen or its contractor shall meet security requirements of the Airport during construction, as defined by the Airport manager.
8. Any septic systems requested by Hansen 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.
9. 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.

Hansen 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 Hansen shall be titled to the City. Any improvements deemed unusable or undesirable shall be removed at City's direction and Hansen's expense within ninety (90) days after lease expiration, however, if Hansen 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

Hansen shall obtain and keep in force throughout the term of this Agreement, public liability and property insurance with limits not less than \$600,000 for any one injury, and not less than \$250,000 one incident, and not less than \$1,000,000 for property damage.

City may at any time, with thirty (30) days' notice to Hansen, adjust the insurance amounts as deemed necessary by City. Hansen shall furnish current certificates of insurance to City at the time the lease is

executed, once construction of hanger is completed and annually, before February 1 of each calendar year thereafter. Hansen shall agree to indemnify, to defend, save, and keep City harmless from any and all loss, expense or liability resulting from the actions of Hansen or any of its employees or agents in their use and occupancy of the leased area. Hansen agrees to name the "City of Cortez" as an additional insured on all required insurance policies.

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 Hansen. Hansen 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, Hansen 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. Hansen 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 Hansen 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 Hansen 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, Hansen 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 Hansen 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 Hansen transfer to: (i) any affiliate which controls, is controlled by or is under common control with Hansen, (ii) any business entity in which or with which Hansen, an affiliate of Hansen, or their respective corporate successors or

assigned, is merged or consolidated, or (iii) any business entity that acquires all or substantially all of Hansen's assets or Hansen's ownership interest necessary to control Hansen.

ABANDONMENT

Should Hansen 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 Hansen 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 Hansen or City in accordance with this section, Hansen shall have thirty (30) days to remove all personal property including structures from the Premises unless an extension is agreed to in writing by Hansen and City. All improvements and other property of Hansen not removed after thirty (30) days shall then become property of City.

MAINTENANCE

Hansen 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 Hansen, City shall take measures to correct the violation and Hansen agrees to pay all actual costs of the City to correct the violation. Hansen agrees to make repairs within thirty (30) days of notice written notice of violations by City to Hansen or, if the necessary repairs require more than thirty (30) to complete such work, Hansen 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

Hansen 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 Hansen's

adjoining ramp within a reasonable time following snowfall, noting that commercial operations take precedence and that Hansen'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

Hansen 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 Hansen or Hansen's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Hansen or Hansen's associates provided, however, Hansen 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. Hansen 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

123 Roger Smith Avenue

Cortez, CO 81321

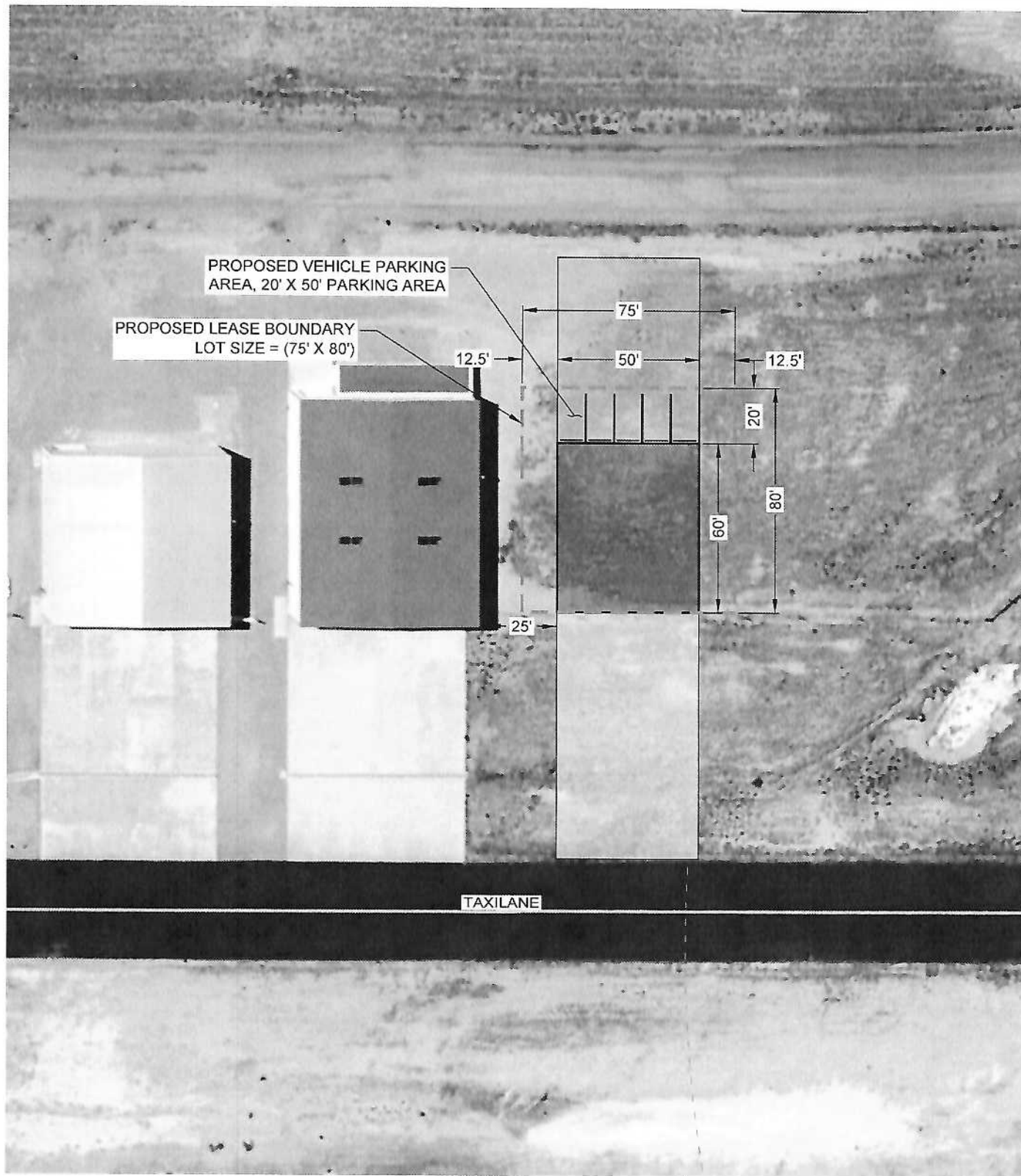
HANSEN: _____

Address: _____

ATTEST: _____

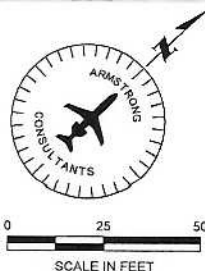
City Clerk

ATTEST:



LEGEND

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



CORTEZ MUNICIPAL AIRPORT
CORTEZ, COLORADO
HANGAR EXHIBIT - 60' x 50'

