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CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 27, 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 Council Worksession and Agenda Minutes held on September 13, 2022.
- b. Approval of the Expenditure List for September 27, 2022

3. PUBLIC PARTICIPATION

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

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

4. PRESENTATIONS

5. PUBLIC HEARINGS

- a. Ordinance No. 1310, Series 2022

Council will consider approving on second and final reading Ordinance No. 1310, Series 2022, an ordinance amending the City of Cortez Land Use Code Section 3.05 - use regulations regarding child care facilities, large home based.

Presenter: Nancy Dosdall, Contract City Planner

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. Resolution No 27, Series 2022

Council shall consider approving Resolution No 27, Series 2022, approving a minor subdivision of an amended plat of Tract A, Lot 2, per Re-subdivision of Lot 2 Russell Subdivision as AKC Townhomes.

Presenter: Nancy Dosdall, Contract City Planner

b. Resolution No 28, Series 2022

Council will consider approving Resolution No 28, Series 2022, approving a minor subdivision (boundary adjustment) of two parcels located in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West, N.M.P.M.

Presenter: Nancy Dosdall, Contract City Planner

c. Ordinance No. 1303, Series 2022

Council shall consider approving on first reading Ordinance No. 1303, Series 2022, an ordinance amending the City of Cortez Land Use Code, Section 3.05 - Use Regulations Regarding Dwelling, Accessory Unit - ADU, and set for public hearing on October 11, 2022.

Presenter: Nancy Dosdall, Contract City Planner

d. Appointment of Orly Lucero to the Board of Adjustment and Appeals and Rachel Weaver and Darren Uptain to the Cortez Historic Preservation Board

Council will consider appointing Orly Lucero to the Board of Adjustment and Appeals for a three year term and Rachel Weaver to the Cortez Historic Preservation Board for a three year term. Also, as requested by the Montezuma County Historical Society, that Darren Uptain be appointed as their representative on the Cortez Historic Preservation Board, replacing Patricia Lacey, for a three year term.

Presenter: Linda Smith, City Clerk

e. 2022 Library HVAC Equipment Bid Results

Council may consider making a motion to award the 2022 Library HVAC equipment bid to Trane at the bid amount of \$134,750.52.

Presenter: Rick Smith, General Services Director

f. 4 Corners Rifle and Pistol Club Heating System

Council may consider making a motion giving permission to the 4 Corners Rifle and Pistol Club to replace the heating system using the NRA grant and Club monies.

Presenter: Rick Smith, General Services Director

g. Lease Agreement with Denver Air Connection

Council will consider approving the Lease Agreement with Denver Air Connection for the use of the terminal and movement areas as described in the Lease Agreement.

Presenter: Jeremy Patton, Airport Manager

h. Ordinance No. 1312, Series 2022

Council will consider approving on first reading, Ordinance No. 1312, Series 2022, authorizing and approving an amendment to a ground lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport, and set for public hearing on October 11, 2022.

Presenter: Jeremy Patton, Airport Manager

- i. Dolores River National Conservation Area and Special Management Area Letter of Support

Council will consider approving a Letter of Support for the Dolores River National Conservation Area and Special Management Area and authorize the Mayor to sign the Letter.

Presenter: Drew Sanders, City Manager

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop

- b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

- a. Executive Session as needed.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 2. a.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of the Council Worksession and Agenda Minutes held on September 13, 2022.

Attachments

Worksession Minutes for September 13, 2022

Agenda Minutes for September 13, 2022

CITY COUNCIL
REGULAR WORKSHOP
TUESDAY, SEPTEMBER 13, 2022
6:15 p.m.

1. The worksession was called to order at 6:16 p.m., at the City Council Chambers. Councilmembers present included Mayor Rachel Medina, Lydia DeHaven, Robert Dobry, Matt Keefauver, David Rainey, and Dennis Spruell. Mayor Pro-tem Arlina Yazzie was absent. Staff members present included Director of Parks and Recreation Creighton Wright, Chief of Police Vern Knuckles, Director of Public Works Brian Peckins, Court Administrator Carla Odell, Airport Manager Jeremy Patton, Director of Community and Economic Development Rachael Marchbanks, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were four people present in the audience.

2. It was noted that Orly Lucero is interested in serving on the Board of Adjustment and Appeals. Should Council make the appointment, Mr. Lucero would replace Katrina Weiss who has recently been appointed to the Planning and Zoning Commission. Also, Rachel Weaver was interviewed for the Historic Preservation Board opening. Ms. Weaver stated that she is a realtor and has a great interest in historic properties. It was noted that Ms. Weaver would replace Cody Wells who recently resigned. Councilmember Dobry, serving as Council representative on the Historic Preservation Board, stated that it is helpful to have a realtor on the board as they can offer information on homes in the community.

3. Airport Manager Jeremy Patton; Court Administrator Carla Odell; Director of Parks and Recreation Creighton Wright; Director of Community and Economic Development Rachael Marchbanks; and Director of Public Works Brian Peckins made presentations to City Council on the highlights of each of their departments.

4. General Council Discussion. Mayor Medina spoke about a Letter of Support for the Dolores River Natural Conservation Area; however, after discussion on the letter it was decided to add the item to the next Council agenda for further discussion. Also, Mayor Medina stated that Councilmember Yazzie had wanted to thank Manager of Marketing and Special Events Jon Brooks for his help with planning the RISE Southwest Suicide Awareness Walk that was held last weekend. She stated that there were over 150 participants at the event.

The regular worksession was adjourned at 7:27 p.m.

CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 13, 2022

1. The meeting was called to order in the City Council Chambers at 7:35 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Mayor Pro-tem Arlina Yazzie was absent. Staff present included Chief of Police Vernon Knuckles, IT Technician Aaron Holleman, Director of Finance Kelly Koskie, Director of Parks and Recreation Creighton Wright, Director of General Services Rick Smith, Director of Public Works Brian Peckins, Contract City Planner Nancy Dosedall, Director of Community and Economic Development Rachael Marchbanks, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were 15 people present in the audience.

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

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

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 August 23, 2022.
 - b. Approval of the Expenditure List for September 13, 2022.
 - c. Approval of a renewal Hotel and Restaurant Liquor License for Loungin' Lizard, Inc., DBA Loungin' Lizard, located at 2 West Main Street, Cortez.
 - d. Approval of a renewal Tavern Liquor License for the Cortez Conference Center, LLC, DBA Destination Grill, located at 2121 East Main Street.

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

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

3. CITIZEN PARTICIPATION

Mayor Medina opened the Citizen Participation.

- a. Lisa Passell, 515 Texas Street and local business owner, questioned the expenditure for a

housing needs assessment (\$46,000) asking why the City has money for such items when the City is trying to trim funds. She commented that everyone knows what the housing market is in the area and suggested that Council spend the money on attracting industry and jobs to the area that will provide higher paying jobs. Ms. Passell also spoke about the Refuse Fund commenting on the revenue/expenditures for the recycling program which as of July 31, 2022 is at a \$93,000 loss. She asked why the program is continued at such a loss. She asked that Council review the projects that come before them and quit spending tax payer dollars on unnecessary items.

b. County Commissioner Kent Lindsay asked that Council consider approving a Letter of Support for the Dolores River Natural Conservation Area. He stated that the County has been working on this project for many years and discussion continues on how best to preserve water rights for the community (Mancos, Dolores, and Cortez) into the future.

4. PRESENTATIONS

a. National GEAR UP Week 2022 and Proclamation. Tai Rogers, Colorado GEAR UP Pre-Collegiate Advisory at Montezuma-Cortez High School, thanked Council for the opportunity to speak about the GEAR UP program (Gaining Early Awareness and Readiness for Undergraduate Programs). He spoke about the background of the program which helps provide low-income, minority, and disadvantaged students with the support and resources they need to go to college. He spoke about the events that will be held during the week of September 26-30, 2022, at M-CHS in regard to GEAR UP Week and noted that this is the fourth year that the program is being celebrated in the community. It was noted that there are several youth positions open on City boards should any youth be interested. Mayor Medina read the proclamation for the record.

b. 2022 July Financial Statements. Finance Director Koskie reviewed the highlights of the 2022 July Financial Statements stating that the golf course green fees revenue is up 82.4% and the outdoor pool revenue has doubled what was projected. It was noted that staff is working on the 2023 Budget and the public may comment on the budget through the ClearGov transparency section which is available on the City's website. Council will review the comments made by the public during the review of the 2023 proposed budget scheduled for Saturday, September 24, 2022.

5. PUBLIC HEARINGS

a. Resolution No. 24, Series 2022. Contract City Planner Dosdall stated that Resolution No. 24, Series 2022, approves a preliminary plat for CBERT Cortez, LLC Subdivision, a three lot subdivision in the E1/2, SW1/4, S25, T36N, R16W, N.M.P.M., located in the Commercial Highway (C) Zoning District. She stated that the property is zoned Commercial Highway and the American Family Care Clinic which was recently constructed would be located on Lot 1 and a small commercial lot would be available on Lot 2. She commented that Tract 1 (Lot 3) is 15.91 acres and is currently vacant with no proposed plans at this time for the property. Pictures of the site were shown for Council and the public to view regarding the layout of the property. Contract City Planner Dosdall spoke about the reason for the major subdivision noting that the proposal includes the dedication of several streets (extension of Texas Street, extension of Montezuma Avenue, and the extension of Kansas Street to connect with Hawkins Street). She commented that the dedication of the easement for the streets does not mean that the streets are being constructed; however, the

dedication is required as part of the preliminary plat process. She spoke about the review of the proposal in regard to meeting any provisions of the Comprehensive Plan and the City's Thoroughfare Plan. She noted that the Planning and Zoning Commissioner reviewed the proposal on September 6, 2022, and recommended approval with three conditions.

Mayor Medina opened the public hearing. Kay and James Garlinghouse, 33 North Texas Street, stated that they object to the proposal and asked about Montezuma Avenue being developed through the vacant property. Discussion was held on the right-of-way being dedicated for future streets and it was again emphasized that there are no plans for anything to be constructed on Lot 3 at this time. Gary Unrein, 1902 Downey Avenue, spoke about his concerns with the plat and how it is laid out and what may be developed on the property. He spoke about the current streets that are constructed in the area and how they cannot take heavy traffic. He stated the property is zoned Commercial and anything can go onto the property, such as a high density housing development. Spencer Smith, applicant for the project, stated that he does not know where the rumor started that a high occupancy housing development was being proposed for the property; however, that information is incorrect and there are no plans for development of Lot 3 at this time. In answer to a question from Mr. Garlinghouse, Mayor Medina stated that whatever is eventually proposed for the 15 acre parcel in the future will require notice to the public.

Councilmember Keefauver noted that the proposal is for the development of Lot 1 and Lot 2 at this time and one day Lot 3 will be developed; however, nothing is proposed at this time. City Attorney Coleman commented that Council is only reviewing the request for approval of a subdivision of three lots and the lots, when developed, will be determined for their usage through the zoning requirements. Mayor Medina closed the public hearing.

Councilmember Keefauver moved that Council approve Resolution No. 24, Series 2022, approving a preliminary plat for CBERT Cortez, LLC Subdivision, a three lot subdivision in the E1/2, SW1/4, S25, T36N, R16W, N.M.P.M., located in the Commercial Highway (C) Zoning District, with three conditions. Councilmember Dobry seconded the motion, and the vote was as follows:

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

b. Resolution No. 23, Series 2022, regarding Champion Xpress Carwash has been postponed until October 11, 2022.

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Letter of Support for Region 9 Middle Mile Fiber Network Project. Director of General Services Smith introduced Shak Powers, Regional Projects Manager for Region 9, who presented the information regarding the Letter of Support for the Region 9 Middle Mile Fiber Network Project. Mr. Powers stated that Region 9 is submitting a grant request on behalf of the five counties to the State of Colorado Broadband Office (CBO) and the Federal NTIA for a region Middle Mile Fiber Optic Network. He stated that the project would construct a fiber network (middle mile) along

Highway 160 from Cortez eventually to Walsenburg. He stated that an Intergovernmental Agreement would be completed at a later date should the grant be approved and the plans would then be put in place on how to manage the Middle Mile Fiber Network Project. He spoke about the grant funding request and how some of the match would be provided through CDOT (Colorado Department of Transportation) and Empire Electric.

Councilmember Dobry moved that Council approve a Letter of Support for Region 9 to apply for the Middle Mile Fiber Network Project and authorize the Mayor to sign the letter. Councilmember Spruell seconded the motion, and the vote was as follows:

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

b. Ordinance No. 1303, Series 2022, Land Use Code Amendment regarding Accessory Dwelling Units (ADU) has been postponed. First reading for Ordinance No. 1303, Series 2022, will be held on September 27, 2022. Second reading and public hearing is scheduled for October 11, 2022.

c. Ordinance No. 1305, Series 2022, Land Use Code Amendment regarding Food Trucks and Ordinance No. 1311, Series 2022, Land Use Code Amendment regarding Affordable Housing have been postponed. First reading for Ordinance No. 1305, Series 2022 and Ordinance No. 1311, Series 2022, will be held on October 11, 2022. Second reading and public hearing is scheduled for October 25, 2022.

d. Ordinance No. 1310, Series 2022. Contract City Planner Dosdall spoke about Ordinance No. 1310, Series 2022, which is presented on first reading, amending the City of Cortez Land Use Code, Section 3.05, regarding the re-classification of large home based child care facilities from Conditional Uses to Permitted Uses in the RE, R-1, R-2, MH, and NB zones. She stated that Colorado House Bill 21-1222 became effective on September 8, 2021, and requires local agencies to treat all licensed family child care homes the same as they would treat a single family dwelling. She stated that the existing Land Use Code allows small, home based child care facilities as a permitted use in all zones (except Open zone) that allow single family homes without additional regulations. She stated that large home based child care facilities (12 or less children) are currently conditional uses in all zones (except Open zone) that allow single family homes. She stated that Ordinance No. 1310, Series 2022, would bring the code into compliance as the House Bill requires.

Councilmember Keefauver moved that Ordinance No. 1310, Series 2022, amending the City of Cortez Land Use Code, Section 3.05, regarding the re-classification of large home based child care facilities from Conditional Uses to Permitted Uses in the RE, R-1, R-2, MH and NB zones, be approved on first reading and set for second reading on September 27, 2022. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

e. Bid Proposal Results for 2023 City of Cortez Housing Needs Assessment. Director of Community and Economic Development Marchbanks stated that in May of 2022, Council met and

identified housing as a top priority during its retreat. She stated that in order to better facilitate housing development and better position the City for grants, a Cortez-specific housing needs assessment is needed. She stated that the City has approached CHFA to help fund the assessment in the amount of \$25,000, and that the remainder of the amount for the assessment would come from the Grants Administration budget. A Request for Proposals was advertised and two proposals were received. Staff is recommending that the bid be awarded to Williford, LLC (low bidder) in the amount of \$46,000. In answer to a question from Councilmember Spruell, the scope of services/benefits of the assessment was reviewed as outlined in the proposal. Councilmember Spruell noted that one of the important items to him that would be completed in the project would include information on the problems, challenges, and recommendations on the regulatory policies of the City. Director of Community and Economic Development Marchbanks noted that the City would likely spend \$10,500 for the match this year and the other part of the match (\$10,500) in 2023. Councilmember DeHaven commented that everyone knows of the housing issues for the community but the data that will be provided by the experts is important to help know more about the housing needs and to be able to apply for grants.

City Attorney Coleman suggested that Council open the item to receive public input. Susan Kemnitz, 511 South Cedar Street, stated that she feels the City goes about things in the wrong way commenting that most of the jobs in the community are low paying and the City should be trying to attract businesses that pay a decent living wage so the people would be able to buy a better home. John Kennedy, 620 East Empire Street, stated that new businesses have come to Cortez and are bringing new jobs. No other public comments were received. Mayor Medina stated that the City is not getting in the real estate business but is asking what can the City do to help facilitate development. She commented that the City can make changes to the Land Use Code and partner with stakeholders to help move the needle on housing development.

Councilmember DeHaven moved that Council award the Housing Needs Assessment Project to Williford, LLC in the bid amount of \$46,000, and authorize the City Manager to negotiate and enter into a professional services contract with Williford, LLC. Councilmember Dobry seconded the motion, and the vote was as follows:

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

f. Approval to Apply for Housing Incentives Grant (IHOP) from DOLA. Director of Community and Economic Development Marchbanks stated that in order to address current and future housing needs, the City is applying for funding assistance from the Colorado Department of Local Affairs (DOLA) Innovative Housing Strategy Grant (IHOP). She stated that the City intends to apply for approximately \$175,000, with a 25% match required, that would be used to develop innovative land use policies and regulations in order to facilitate and incentivize the development of workforce housing. She noted that the City's current Land Use Code will need to be adjusted to follow best practices in order to address housing development. In answer to a question from Councilmember Dobry regarding the match, Director of Community and Economic Development Marchbanks stated that the Housing Needs Assessment funding would not be able to be used for the match required for the Housing Incentives Grant (IHOP).

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER’S REPORT

a. Annual Budget Preparation/Board to Board Meeting/Community and Economic Development Department. City Manager Sanders stated that the annual budget preparation process continues and he encouraged the public to link into the ClearGov Financial Center to offer their comments on the financial priorities for 2023. He stated that Council participated in a Board to Board meeting at the Ute Mountain Casino on August 25, 2022. He stated that there was some excellent interaction between all the governing bodies (Town of Mancos, Town of Dolores, Ute Mountain Ute Tribe, and Montezuma County) and noted that the meeting will result in partnerships on various projects. He stated that he is proud of the Community and Economic Development Department and the progress that is being made with partners and stakeholders on meaningful changes and improvements for the community.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor’s Report on Workshop. Mayor Medina stated that during the worksession an interview was held with Rachel Weaver for an opening on the Historic Preservation Board. Also, she stated that presentations were made by the following City departments: Airport Manager Jeremy Patton; Court Administrator Carla Odell; Director of Parks and Recreation Creighton Wright; Director of Public Works Brian Peckins; and Director of Community and Economic Development Rachael Marchbanks. She spoke about the Board to Board meeting with the Town of Dolores, Town of Mancos, Ute Mountain Ute Tribal Members, and Montezuma County noting that it was a great meeting and she hopes that everyone will continue to communicate and work together for the betterment of the community. She also noted that the Ute Mountain Ute Tribe celebrated their 30th anniversary of the casino and she and Councilmember DeHaven attended the event. She stated that it was a great event which included past Tribal Councilmembers speaking about their experiences. Mayor Medina spoke about signing a proclamation for the Daughters of the Revolution which celebrates the 235th birthday of the constitution. And also that she attended an ice cream social at Madison House and signed a proclamation on National Assisted Living Week. Mayor Medina also noted that on Wednesday, September 14, 2022, she will attend the Mesa Verde Tourism Board meeting.

b. Arts Committee/Cortez Cultural Center. Councilmember Rainey stated that the Arts Committee continues to discuss the possibility of a creative district and is reaching out to other neighboring communities that have similar districts. He encouraged everyone that hasn’t been to the Cortez Cultural Center recently to stop by and visit the newly remodeled gallery.

c. Cortez Historical Preservation Board. Councilmember Dobry stated that Rachel Weaver, applicant for the opening on the Cortez Historical Preservation Board, was interviewed by the board members during the board meeting on September 7, 2022.

12. OTHER ITEMS OF BUSINESS

a. Councilmember Dobry moved that Council convene to Executive Session at 9:10 p.m. for the purpose of determining positions relative to matters that may be subject to negotiations, strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e)(I). The topics of the Executive Session include contract negotiations with Mesa Verde Country regarding their current professional services contract and an update will be given on the negotiations for the possible sale or lease of the Cortez Community Fiber Network. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

Council returned from Executive Session at 10:25 p.m. Participants in the Executive Session included City Manager Sanders, City Attorney Coleman, Mayor Medina, Councilmember DeHaven, Councilmember Dobry, Councilmember Keefauver, Councilmember Rainey, and Councilmember Spruell. No adoption of any policy, position, resolution, rule, regulations, or other formal action occurred during Executive Session.

13. PUBLIC PARTICIPATION – None.

Councilmember Dobry moved that the regular meeting be adjourned a 10:26 p.m. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 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 September 27, 2022

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

Department	Vendor Name	Description	Amount
City Manager	SAMBA HOLDINGS, INC.	USAGE	\$ 130.76
		Total	\$ 130.76
City Clerk	BRAND CENTRAL	SHIRTS	\$ 2,428.50
	CORTEZ RETAIL ENHANCEMENT ASSN	CORTEZ CASH CARDS	\$ 150.00
		Total	\$ 2,578.50
Events	PIONEER PRINTING	BUSINESS CARDS, BROCHURES	\$ 314.00
		Total	\$ 314.00
Library	HOME DEPOT PRO INSTITUTIONAL	REN06004-WB Hardwound towels - LB	\$ 74.55
	HOME DEPOT PRO INSTITUTIONAL	12024402 Tork Mini Jumbo Toilet Tissue - LB	\$ 80.18
	OVERDRIVE	LIBRARY SERVICES	\$ 3,000.00
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.15
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.15
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.18
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.19
	INGRAM LIBRARY SERVICES	BOOKS	\$ 17.22
	INGRAM LIBRARY SERVICES	BOOKS	\$ 25.04
	INGRAM LIBRARY SERVICES	BOOKS	\$ 28.58
	INGRAM LIBRARY SERVICES	BOOKS	\$ 35.32
	INGRAM LIBRARY SERVICES	BOOKS	\$ 39.54
	INGRAM LIBRARY SERVICES	BOOKS	\$ 167.24
	INGRAM LIBRARY SERVICES	BOOKS	\$ 194.32
	INGRAM LIBRARY SERVICES	BOOKS	\$ 259.69
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 27.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 64.00
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 394.92
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Library	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Library	\$ 45.50
	USA TODAY - SUBSCRIBER	SUBSCRIPTION	\$ 34.00
		Total	\$ 4,616.96
City Hall Operations	CDLE-FINANCE OFFICE-BOILER INSP	Inspection Fee and Certification Fee for CO12190	\$ 125.00
	CDLE-FINANCE OFFICE-BOILER INSP	Inspection Fee and Certification Fee for CO12190	\$ 125.00
	CDLE-FINANCE OFFICE-BOILER INSP	Inspection Fee and Certification Fee for CO12190	\$ 125.00
	REYNOLDS ASH + ASSOCIATES	Architectural Services - City Hall Expansion Phase	\$ 10,060.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall Fire Alarm	\$ 25.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall Fire Alarm	\$ 25.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - City Hall	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 738.29
	ATMOS ENERGY	GAS SERVICE	\$ 603.17
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - CH	\$ 64.89

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

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EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

Department	Vendor Name	Description	Amount
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 26.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 27.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 27.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 33.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 44.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 49.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 54.00
	GALL'S LLC	Sergeant Chevron	\$ 0.99
	GALL'S LLC	Sergeant Chevron	\$ 28.16
	GALL'S LLC	511 Tactical uniform polo shirt	\$ 100.00
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 75.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - PD Evidence Building	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - PD Evidence Building	\$ 45.50
	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 175.00
	ATMOS ENERGY	GAS SERVICE	\$ 33.36
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - PD	\$ 64.89
		Total	\$ 2,286.79
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 92.00
	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 112.00
	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 256.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Animal Shelter	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Animal Shelter	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 39.90
		Total	\$ 590.90
Public Works	FOUR CORNERS MATERIALS	Blanket PO - Hot mix material for Street Repairs	\$ 593.54
	FOUR CORNERS MATERIALS	Blanket PO - Hot mix material for Street Repairs	\$ 1,121.39
	MONTEZUMA COUNTY LANDFILL	CLEAN UP WEEK - MATTRESS	\$ 221.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 210.02
	AMAZON CAPITAL SERVICES	Titan PowrLiner 3500 Line Striper 4hp Single Gun	\$ 5,399.95
	GLOBAL EQUIPMENT COMPANY, INC.	T9F298672 Flammable Storage Cabinet, 44 gallon	\$ 1,321.19
	SCHAEFFER MANUFACTURING COMPA	Citrol cleaner/degreaser grafitti remover, 16 oz a	\$ 154.20
	SCHAEFFER MANUFACTURING COMPA	Citrol cleaner/degreaser grafitti remover, 4 gallon	\$ 482.48
		Total	\$ 9,503.77
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	Alarm Services - Outdoor Pool	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	SERVICE CALL	\$ 105.00

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

Department	Vendor Name	Description	Amount
	AMAZON CAPITAL SERVICES	WATER QUALITY TESTER	\$ 18.98
	SYSCO FOOD SERVICES	EMPLOYEE BBQ	\$ 53.71
	SYSCO FOOD SERVICES	POOL CONCESSION	\$ 202.60
	AMAZON CAPITAL SERVICES	CHLORINE INJECTION PUMP	\$ 442.98
		Total	\$ 868.77
Golf Pro	ALPINE SECURITY & ELECTRONICS	Alarm Services - GC Pro Shop	\$ 35.50
	ALPINE SECURITY & ELECTRONICS	ALARMS SERVICES	\$ 35.50
		Total	\$ 71.00
Golf Course Maint	ALPINE SECURITY & ELECTRONICS	Alarm Services - Golf Course Maintenance Shop	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Golf Course Maintenance Shop	\$ 45.50
	LE PEW PORTA-JOHNS INC.	Fuel Surcharge - 20%	\$ 62.00
	LE PEW PORTA-JOHNS INC.	Portolet Rental #16 Tee Monthly	\$ 310.00
	ATMOS ENERGY	GAS SERVICE	\$ 34.34
	AMAZON CAPITAL SERVICES	Keens Wellington Composite toe work boots, Size	\$ 177.25
	FERGUSON WATERWORKS #1116	860-54-0088-16 Hymax Coupling 3.46-4.33	\$ 463.64
	R & R PRODUCTS INC.	R925-80 80 grit lapping compound	\$ 90.40
	R & R PRODUCTS INC.	R925-120 120 grit lapping compound	\$ 90.40
	SYSCO FOOD SERVICES	EMPLOYEE BBQ	\$ 53.71
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - GC	\$ 64.89
	R & R PRODUCTS INC.	RTCU29718 Roller shaft	\$ 64.10
	R & R PRODUCTS INC.	RTCA25970 Rear roller JD9009A	\$ 265.30
	R & R PRODUCTS INC.	R500592 Rotary blade low lift 27 inch	\$ 333.50
		Total	\$ 2,100.53
Parks	ALPINE SECURITY & ELECTRONICS	Alarm Services - Park Shop	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Park Shop	\$ 22.00
	MONICA'S CLEANING SERVICE LLC	Blanket PO - 2022 Parks Restrooms Janitorial Serv	\$ 2,250.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance for 3rd/4th Pock	\$ 685.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance for Rodeo and B	\$ 900.00
	ATMOS ENERGY	GAS SERVICE	\$ 35.65
	SLAVENS TRUE VALUE	PAINT, BRUSHES	\$ 28.44
	FERGUSON WATERWORKS #1116	ROTOR	\$ 437.52
	FERGUSON WATERWORKS #1116	CONTROL VALVE SCRUBBER	\$ 700.02
	SLAVENS TRUE VALUE	BATTERIES, PAINT	\$ 33.17
	SYSCO FOOD SERVICES	EMPLOYEE BBQ	\$ 53.71
	FOUR CORNERS SAWS	SPARK PLUGS	\$ 34.16
	FOUR CORNERS SAWS	SPARK PLUGS, CHAIN LOOP	\$ 51.98
		Total	\$ 5,253.65
Recreation	ALPINE SECURITY & ELECTRONICS	Alarm Services - Softball Complex	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Softball Complex	\$ 22.00
	SYSCO FOOD SERVICES	EMPLOYEE BBQ	\$ 53.70
		Total	\$ 97.70

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

Department	Vendor Name	Description	Amount
Shop	FOUR STATES TIRE CO.	LT225/75R16 Tires, Mount and Balance - Unit 469	\$ 689.00
	KIMBALL - MIDWEST	80744 TorQ CB Penetrating Spray	\$ 28.54
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ (10.00)
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 8.45
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 71.76
	SENERGY PETROLEUM	86UL Gasoline for Service Center	\$ 4,938.40
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Service Center	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - IT/Server Room	\$ 45.50
	STAPLES ADVANTAGE	806384 Gojo 9127-12 Hand Soap	\$ 44.40
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - SC	\$ 86.52
	AMAZON CAPITAL SERVICES	13R00662 Drum cartridge	\$ 325.98
		Total	\$ 6,274.05
Technology	MONTEZUMA COUNTY LANDFILL	ELECTRONIC WASTE	\$ 26.00
	CIVICPLUS	Hourly Design Rate - 1 hour - CivicEngage	\$ 160.00
	CENTURYLINK	PHONE SERVICE	\$ 4.84
		Total	\$ 190.84
Streets	D & L CONSTRUCTION	PW-22-01-SW Mildred Road Reconstruction/Wat	\$ 240,470.79
		Total	\$ 240,470.79
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 56.28
		Total	\$ 56.28
Dispatch	LANGUAGE LINE SERVICE	INTERPRETATION SERVICE	\$ 20.02
		Total	\$ 20.02
Rec Center	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center Fire Alarm	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center Fire Alarm	\$ 22.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Rec Center	\$ 45.50
	ALPINE SECURITY & ELECTRONICS	SERVICE CALL	\$ 105.00
	ALPINE SECURITY & ELECTRONICS	SERVICE CALL	\$ 105.00
	ALPINE SECURITY & ELECTRONICS	SERVICE CALL	\$ 105.00
	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$ 3,876.71
	AMAZON CAPITAL SERVICES	FAN	\$ 85.13
	SYSCO FOOD SERVICES	EMPLOYEE BBQ	\$ 53.71
	WESTERN PAPER DISTRIBUTORS	BATTERIES, DISINFECT	\$ 119.90
	XEROX CORPORATION	COPIER EXPENSE	\$ 320.15
		Total	\$ 4,905.60
Water	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab testing for Bac-T's	\$ 350.00
	ALPINE SECURITY & ELECTRONICS	Alarm Services - Water Plant	\$ 30.00
	VERIZON WIRELESS	PHONE	\$ 120.15

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 16, 2022

Department	Vendor Name	Description	Amount
	USALCO MODESTO PLANT LLC	Blanket PO - Aluminum Chlorhydrate/ACH T-FLOO	\$ 18,192.60
	WESTERN PAPER DISTRIBUTORS	BLS-71027 Multifold Towels - WTP	\$ 21.63
	AMAZON CAPITAL SERVICES	RAB WP1LED30 Wall Pack - WTP	\$ 360.00
	VERIZON WIRELESS	PHONE	\$ 40.03
	BIG R/JOHN DEERE FINANCIAL	CLOTHING	\$ 15.25
	BIG R/JOHN DEERE FINANCIAL	CLOTHING	\$ 26.24
	BIG R/JOHN DEERE FINANCIAL	CLOTHING	\$ 251.47
	BUILDERS FIRST SOURCE	Pallet charge, exchanged	\$ (31.29)
	BUILDERS FIRST SOURCE	Pallet charge	\$ 31.29
	BUILDERS FIRST SOURCE	Pallet of Redi-mix concrete, 42 bags	\$ 252.84
	CORE AND MAIN	144724 Tyler Union 39B Bottom Section	\$ 1,233.12
	CORE AND MAIN	147701 Tyler Union 24T Top Section w/Water Lid	\$ 2,048.16
	FERGUSON WATERWORKS #1116	CI564S-16 Valve box top	\$ 153.52
	TARGET RENTAL	Pump (2) rental for water line repair	\$ 180.64
	USA BLUEBOOK	350278 Gate Wrench Pin, 3/8 x 2-1/2	\$ 35.90
	USA BLUEBOOK	75149 Rounded Nut Grabber Socket Kit	\$ 400.95
	USA BLUEBOOK	34959 Telescope Gate Valve Key, 6 to 10 ft	\$ 477.09
	SLAVENS TRUE VALUE	RETURN DOORS	\$ (9.60)
	D & L CONSTRUCTION	PW-22-01-SW Mildred Road Reconstruction/Wat	\$ 60,499.90
		Total	\$ 84,679.89
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$ (449.05)
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$ 36,457.57
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL - BEDKER	\$ 80.00
	BIG R/JOHN DEERE FINANCIAL	BOOTS	\$ 109.99
	WASTEBUILT ENVIRONMENTAL SOLUT	PL3145SW 2YD Dumpster Lid, 31x45 Single Wall	\$ 457.72
	WASTEBUILT ENVIRONMENTAL SOLUT	PL3145SW 2YD Dumpster Lid, 31x45 Single Wall	\$ 595.74
	MONTEZUMA COUNTY LANDFILL	RECYCLE CHARGE	\$ (3,436.00)
		Total	\$ 33,815.97
Total			\$ 410,994.57

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 23, 2022

Department	Vendor Name	Description	Amount
Human Resources	AMAZON CAPITAL SERVICES	UNV11202 Deluxe Colored Paper	\$ 39.98
		Total	\$ 39.98
Municipal Court	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - BEGAYE	\$ 40.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - FIRST APPEARANCES	\$ 60.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - SILAS	\$ 60.00
		Total	\$ 160.00
City Manager	CORTEZ AREA CHAMBER OF COMMERCE	HALLOWEEN SAFE STOP PARTICIPATION	\$ 40.00
		Total	\$ 40.00
Events	JIM DODSON	CAR EVEN	\$ 400.00
	LE PEW PORTA-JOHNS INC.	3RD THURSDAY EVENT	\$ 360.00
	LE PEW PORTA-JOHNS INC.	CAR EVENT	\$ 1,080.00
		Total	\$ 1,840.00
Library	ATMOS ENERGY	GAS SERVICE	\$ 69.45
	DEMCO INC	LIBRARY SUPPLIES	\$ 112.82
	INGRAM LIBRARY SERVICES	BOOKS	\$ 15.60
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.15
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 71.72
	INGRAM LIBRARY SERVICES	BOOKS	\$ 78.32
	INGRAM LIBRARY SERVICES	BOOKS	\$ 179.20
	INGRAM LIBRARY SERVICES	BOOKS	\$ 422.55
	THE LOCAL PAGES	ADVERTISING	\$ 12.27
		Total	\$ 994.77
City Hall Operations	QUILL	901-15996Q Solo Bistro Hot/Cold Cups 300/cs	\$ 100.48
		Total	\$ 100.48
Welcome Center	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
		Total	\$ 45.50
Police Department	SURVIVAL ARMOR INC.	Class A Carrier - Knuckles	\$ 253.50
	GALL'S LLC	Speed boot	\$ 87.40
	GALL'S LLC	Boots	\$ 173.41
	GALL'S LLC	Shipping	\$ 24.00
	GALL'S LLC	Fingerprint pad	\$ 148.32
	GALL'S LLC	Flashlights	\$ 614.56
	GALL'S LLC	Patrol Duty gear	\$ 1,426.92
	LORI OLIVER	REIMB PETTY CASH - CLAMPS FOR RADARS	\$ 25.13
	LORI OLIVER	REIMB PETTY CASH - ITEMS FOR AIPORT FLY-IN	\$ 46.61
	LORI OLIVER	REIMB PETTY CASH - BIKE PATROL EQUIPMENT	\$ 58.27
	DAN'S REPAIR	2022 Ford F150 install emergency equipment	\$ 750.00

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 23, 2022

Department	Vendor Name	Description	Amount
	SIRCHIE	Evidence collection supplies	\$ 166.32
	SIRCHIE	Evidence collection supplies	\$ 1,124.43
	MONTEZUMA COUNTY SHERIFF	AUGUST INMATES	\$ 3,500.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ALSCO (AMERICAN INDUSTRIAL)	MATS	\$ 93.74
	ALSCO (AMERICAN INDUSTRIAL)	MATS	\$ 98.00
	U.S. POSTMASTER	POSTAGE	\$ 37.65
		Total	\$ 8,673.76
Animal Shelter	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ALSCO (AMERICAN INDUSTRIAL)	MATS	\$ 39.37
	ALSCO (AMERICAN INDUSTRIAL)	MATS	\$ 39.37
		Total	\$ 124.24
Public Works	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 77.68
		Total	\$ 77.68
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ATMOS ENERGY	GAS SERVICE	\$ 683.62
	CEM SALES AND SERVICE	SPLASH PAD PANEL & CONTROLLER	\$ 15,080.18
	GRAINGER	3UL19 Asco 8210G095 Solenoid Valve	\$ 154.04
		Total	\$ 15,963.34
Parks	BRAVO CLEANING & RESTORATION	CITY PARK TRASH REMOVAL	\$ 3,904.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,459.98
	DOG WASTE DEPOT	DOG WASTE ROLL BAG CASES	\$ 391.94
	GRAINGER	31DK84 Trash bags, 38 x 58, Black, 60 gallon	\$ 488.60
	SLAVENS TRUE VALUE	ANT DUST	\$ 8.99
	SLAVENS TRUE VALUE	1X4X10 PINE	\$ 19.34
	SLAVENS TRUE VALUE	PAINT, BRUSH SET	\$ 28.19
	CRUZAN IRRIGATION	HOSE 2 DISCHARGE	\$ 116.37
	NICE ELECTRIC	Parts/Labor - Water pump repair - Parks	\$ 247.60
		Total	\$ 6,665.01
Shop	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 17.14
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 19.93
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ (70.00)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ (62.00)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 11.85
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 13.45
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 23.34
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 31.99
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 98.12
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 132.57
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 139.48

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 23, 2022

Department	Vendor Name	Description	Amount
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 139.48
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 1.69
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 3.95
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 3.95
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 4.02
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 5.51
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 15.72
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 21.74
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 22.70
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 24.50
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 25.55
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 27.57
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 43.49
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 51.59
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 90.98
	SENERGY PETROLEUM	Dyed diesel for Golf Course	\$ 1,835.17
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 98.31
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 98.31
	ATMOS ENERGY	GAS SERVICE	\$ 34.82
	ATMOS ENERGY	GAS SERVICE	\$ 44.20
	ATMOS ENERGY	GAS SERVICE	\$ 50.76
	FIRST RESPOND	Blanket PO - 1st Aid Supplies	\$ 78.85
	ZORO TOOLS INC	Red Kap SP14 LS BK Medium Work Shirts - Repl	\$ 159.90
		Total	\$ 3,284.13
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 765.39
	ATMOS ENERGY	GAS SERVICE	\$ 29.56
	ATMOS ENERGY	GAS SERVICE	\$ 35.91
		Total	\$ 830.86
Dispatch	RAGSDALE AND ASSOC. P.C.	Psychological testing - Kelso	\$ 375.00
		Total	\$ 375.00
Rec Center	WESTERN PAPER DISTRIBUTORS	ROLL TOWELS, TRASH LINERS	\$ 90.75
		Total	\$ 90.75
Refuse	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 2,253.58
	ATMOS ENERGY	GAS SERVICE	\$ 251.97
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHES	\$ 84.58
	AT&T MOBILITY	IPADS	\$ 253.41
	JOHLIN MEASUREMENT LTD.	SmartCards for Water Vending Machine, Tabor	\$ 385.00
		Total	\$ 3,274.04

EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 23, 2022

Department	Vendor Name	Description	Amount
Total			\$ 42,579.54



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 5. a.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Ordinance No. 1310, Series 2022

BACKGROUND

See Attached.

RECOMMENDATION

Council will consider approving on second and final reading Ordinance No. 1310, Series 2022, an ordinance amending the City of Cortez Land Use Code Section 3.05 - use regulations regarding child care facilities, large home based.

Attachments

Daycare facilities
Ordinance No. 1310, Series 2022



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

Item No:
Meeting Date: September 27, 2022

TITLE: Amendment HB 21-1222

SUBMITTING DEPARTMENT: Planning and Zoning Department, Nancy Dosdall

ATTACHMENTS: Cortez City Council Ordinance No. 1310, Series 2022

Project Narrative

House Bill

BACKGROUND:

House Bill 21-1222 became effective on September 8, 2021. The bill requires local agencies to treat all licensed family child care homes the same as the would treat a single family dwelling. The existing land use code allows small, home based child care facilities as a permitted use in all zones (except “O”) that allow single family homes without additional regulation. Large home based child care facilities (12 or less children) are currently conditional uses in all zones (except “O”) that allow single family homes.

DISCUSSION:

The existing code appears compliant for small, home based child care facilities. The large, home based facilities are non-compliant and require a code amendment to make them permitted uses. The HB does not apply to non-home based facilities which can remain conditional uses in all zone

RECOMMENDATION

The Planning and Zoning Commission and Staff recommend that Council make the motion to approve the proposed code revision per Ordinance No. 1310, Series 2022.

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 4, SERIES 2022**

**A Resolution Recommending Approval of Revisions to Section 3.05 – Use Regulations regarding
Child Care Facilities, large home based, City of Cortez Land Use Code**

WHEREAS, uses identified in the City of Cortez Land Use Code (the “Code”), Section 3.05, as Child care facilities, large home based, are classified as Conditional Uses in all zone districts in the City of Cortez; and

WHEREAS, Colorado House Bill 21-1222 codified amendments to the Child Care Licensing Act, C.R.S. § 26-6-101, et. seq, which has been repealed and renumbered as C.R.S. § 26.5-5-301, et. seq, (the Child Care Licensing Act”); and

WHEREAS, the Child Care Licensing Act, as amended, requires that all local regulatory agencies treat all licensed family child care homes as residences for regulatory purposes; and

WHEREAS, the Code currently classifies large home based child care facilities as conditional uses in the RE, R-1, R-2 MH, CBD, C and NB Zoning Districts; and

WHEREAS, the Code currently classifies single family dwellings as Permitted Uses in the RE, R-1, R-2 MH, O and NB Zoning Districts and Conditional Uses in the C Zoning District; and

WHEREAS, at the September 6, 2022 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the revisions to the Code, as evidenced by the adoption of P&Z Resolution No. 4, Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that the Schedule of Use Regulations, Cortez Land Use Code Section 3.05 be revised as set forth in this Resolution, as required by the Child Care Licensing Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CORTEZ PLANNING AND ZONING COMMISSION:

THAT, P&Z Resolution No. 4, Series 2022, recommends to the City Council of the City of Cortez amend the Cortez Land Use Code Section 3.05 to change the classification of large home based child care facilities from Conditional Uses to Permitted Uses in the RE, R-1, R-2, MH, and NB zones, and to keep the classification of the same as Conditional Uses in the C and CBD zones.

MOVED, SECONDED, AND ADOPTED THIS 6th DAY OF SEPTEMBER 2022

CORTEZ PLANNING AND ZONING
COMMISSION

ATTEST:

Robert Rime, Chairman

Cheryl Lindquist, Deputy City Clerk

**ORDINANCE NO. 1310
SERIES 2022**

**AN ORDINANCE AMENDING THE CITY OF CORTEZ LAND USE CODE,
SECTION 3.05 – USE REGULATIONS REGARDING CHILD CARE
FACILITIES, LARGE HOME BASED.**

WHEREAS, uses identified in the City of Cortez Land Use Code (the “Code”), Section 3.05, as Child care facilities, large home based, are classified as Conditional Uses in all zone districts in the City of Cortez; and

WHEREAS, Colorado House Bill 21-1222 codified amendments to the Child Care Licensing Act, C.R.S. § 26-6-101, et. seq, which has been repealed and renumbered as C.R.S. § 26.5-5-301, et. seq, (the Child Care Licensing Act”); and

WHEREAS, the Child Care Licensing Act, as amended, requires that all local regulatory agencies treat all licensed family child care homes as residences for regulatory purposes; and

WHEREAS, the Code currently classifies large home based child care facilities as conditional uses in the RE, R-1, R-2 MH, CBD, C and NB Zoning Districts; and

WHEREAS, the Code currently classifies single family dwellings as Permitted Uses in the RE, R-1, R-2 MH, O and NB Zoning Districts and Conditional Uses in the C Zoning District; and

WHEREAS, at the September 6, 2022 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the revisions to the Code as described in this ordinance and as evidenced by the adoption of P&Z Resolution No. 4, Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that the Schedule of Use Regulations, Cortez Land Use Code Section 3.05 be revised as set forth in this ordinance, as required by the Child Care Licensing Act.

WHEREAS, the authority and procedure for amending the City Land Use Code is set forth in the Cortez City Charter, and the Code.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT THE CITY OF CORTEZ LAND USE CODE, SECTION 3.05, IS AMENDED AS FOLLOWS:

The classification of Child care facility, large home based, shall be changed from Conditional Uses to Permitted Uses in the RE, R-1, R-2, MH, and NB zones. The classification of Child care facility, large home based, shall remain as Conditional Uses in the C and CBD zones.

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 second reading and final passage.

FIRST READING. This ordinance shall be considered first reading on the 13th day of September, 2022, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time this ordinance shall be read and the public hearing for the second or final reading of this ordinance shall be set.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 27th day of September, 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 13th DAY OF SEPTEMBER, 2022.

CITY OF CORTEZ

ATTEST:



LINDA L. SMITH, CITY CLERK



RACHEL B MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 27th DAY OF SEPTEMBER, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:



J. PATRICK COLEMAN, CITY ATTORNEY



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No 27, Series 2022

BACKGROUND

See Attached.

RECOMMENDATION

Council shall consider approving Resolution No 27, Series 2022, approving a minor subdivision of an amended plat of Tract A, Lot 2, per Re-subdivision of Lot 2 Russell Subdivision as AKC Townhomes.

Attachments

Resolution No. 27 - Information



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

Item No:

Meeting Date: September 27, 2022

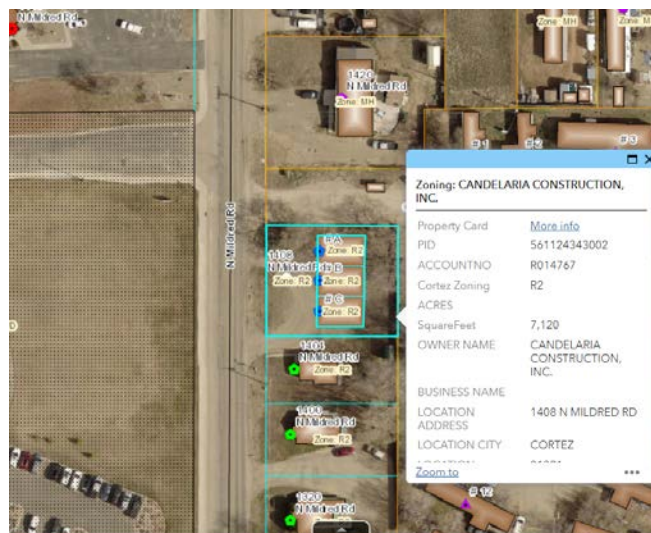
Project No. 22-000179

TITLE: REVIEW OF AN APPLICATION FOR A MINOR SUBDIVISION TO BE KNOWN AS AKC TOWNHOMES, AN AMENDED PLAT OF TRACT A, LOT 2, PER THE RESUBDIVISION OF LOT 2 RUSSELL SUBDIVISION. AS SUBMITTED BY CANDELARIA CONSTRUCTION AND REVIEW OF RESOLUTION NO. 27, SERIES 2022

ATTACHMENTS: Council Resolution No. 27, Series 2022; Proposed Minor Subdivision

BACKGROUND

The applicant, Candelaria Construction Inc, represented by Stephen Candelaria, is submitting application for a Minor Subdivision to divide a recently constructed triplex into three separate ownerships for individual sale. The triplex is located at 1408 N Mildred and zoned R-2.



ISSUES

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

- (1) A parcel of land may be subdivided into no more than four (4) parcels.
- (2) No new streets, roads, extensions or access easements need to be widened, dedicated or developed.
- (3) No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.
- (4) The resulting lots shall be in compliance with all zoning provisions, area and bulk requirements

and any other applicable requirements of this code.

(5) These procedures may be utilized only one (1) time for each parcel of land.

(6) There are no other problems of public concern

DISCUSSION

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

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

AGENCY REVIEW

GIS Coordinator (Doug Roth)

No issues

Cortez Building Department

No comment

City of Cortez Public Works (George Tripp)

Attached is my RFC with initials and comment. I visited the site today and all looks good except the driveway is not finished yet. Since I do not have any plans, my comment is to defer to Sean to check their design meets city standards at the street access to Mildred. I'm sure he has already reviewed that...

Cortez Sanitation District (Jim Webb)

The Sanitation District has no issues with the separation request.

Cortez General Services (Rick Smith)

I have no comment as it relates to the Fiber system

Empire Electric (Greg South)

No Comment

ALTERNATIVES

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

RECOMMENDATION

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

If Council so chooses to follow the recommendation of Staff, the Commission can **make the motion to approve the amended plat as submitted by the owner Candelaria Construction Inc, through Council Resolutions No. 27, Series 2022, with the following conditions:**

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes, and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.11.

PREPARED BY: Nancy Dosdall, Contract City Planner

Drew Sanders, City Manager

**CORTEZ CITY COUNCIL
RESOLUTION NO. 27, SERIES 2022**

**A Resolution approving a minor subdivision of an amended plat of Tract A, Lot 2, Per the
Re-subdivision of Lot 2 Russell Subdivision as AKC Townhomes**

WHEREAS, Candelaria Construction Inc, as the owner on record (hereinafter the “Owner”) has applied for a minor subdivision of Tract A, Lot 2, Per the Re-subdivision of Lot 2 Russell Subdivision as AKC Townhomes and more particularly described as:

Tract A, Re-subdivision of Lot 2, Russell Subdivision, a part of the eastern addition to the City of Cortez, according to the plat thereof filed for record August 19, 1982 in Book 10 at Page 79.

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

WHEREAS, the Owner presented the necessary submittal items for review by the Cortez City Council at a regular meeting held on September 27, 2022; and,

WHEREAS, Land Use Code Section 6.11 and 6.12, minor subdivisions, it is a requirement of the Land Use Code that this proposed amendment go through a review by Staff and Council prior to approval of the desired plat being recorded; and,

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

WHEREAS, the Council reviewed the proposal and heard testimony concerning the application for a minor subdivision of Tract A, Lot 2, Per the Re-subdivision of Lot 2 Russell Subdivision at their regular meeting held on September 27, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed minor subdivision as evidenced in the approved minutes of their meeting on September 27, 2022, and the adoption of Council Resolution No. 27, Series 2022; and,

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

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

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

CITY OF CORTEZ
COUNCIL RESOLUTION NO. 27, SERIES 2022

THAT, the concept, site plan and application for the Minor Subdivision of Tract A, Lot 2, Per the Re--subdivision of Lot 2 Russell Subdivision, to be known as AKC Townhomes, is hereby approved, subject to the following conditions:

1. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.11.

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

MOVED, SECONDED, AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Resolution No 28, Series 2022

BACKGROUND

See Attached Information.

RECOMMENDATION

Council will consider approving Resolution No 28, Series 2022, approving a minor subdivision (boundary adjustment) of two parcels located in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West, N.M.P.M.

Attachments

Resolution 28 Information



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

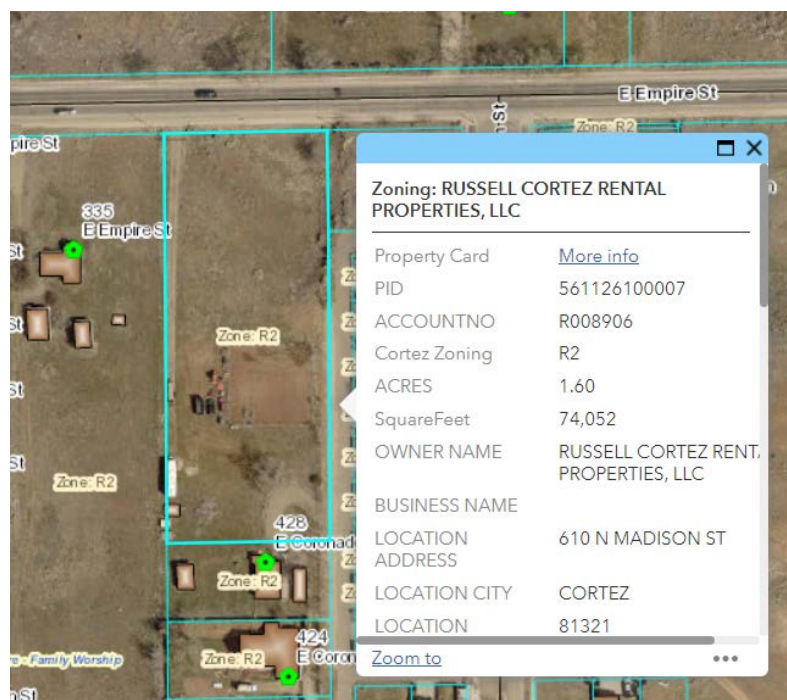
Item No:
Meeting Date: September 27, 2022
Project No. 12-000120

TITLE: REVIEW OF AN APPLICATION FOR A MINOR SUBDIVISION (BOUNDARY ADJUSTMENT) LOCATED IN THE E/2E/2NW/4NW/4NE/4 SECTION 26, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA AS SUBMITTED BY RUSSELL CORTEZ RENTAL PROPERTIES LLC AND REVIEW OF RESOLUTION NO. 28, SERIES 2022

ATTACHMENTS: Council Resolution No. 28 , Series 2022; Proposed Minor Subdivision

BACKGROUND

The applicant, Russell Cortez Rental Properties LLC, represented by James Russell, is submitting application for a Minor Subdivision to adjust the boundary between two adjacent properties, both owned by Russell Cortez Rental Properties LLC. The properties total 1.91 acres, are located at 428 E. Coronado Ave and Empire and are zoned R-2.



ISSUES

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

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

DISCUSSION

The purpose of this request is to adjust the property line between two adjacent parcels. The properties have never been platted, so a minor subdivision is required instead of a plat amendment. The proposal meets the requirements of (6.11(a)) above.

A request for review and comment was sent to the utility suppliers affected districts and agencies. No comments or concerns were received.

ALTERNATIVES

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

RECOMMENDATION

Staff recommends Alternative “4” above, approval of the amended plat, with 2 conditions.

If Council so chooses to follow the recommendation of Staff, the Commission can **make the motion to approve the amended plat as submitted by the owner Russell Cortez Rental Properties Inc, through Council Resolutions No. 28, Series 2022, with the following conditions:**

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes, and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.11.

PREPARED BY: Nancy Dosdall, Contract City Planner

Drew Sanders, City Manager

**CORTEZ CITY COUNCIL
RESOLUTION NO. 28, SERIES 2022**

A Resolution approving a minor subdivision (boundary adjustment) of two parcels located in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West, N.M.P.M.

WHEREAS, Russell Cortez Rental Properties Inc, as the owner on record (hereinafter the “Owner”) has applied for a minor subdivision (boundary adjustment) of two parcels located at 428 E. Coronado Ave and TBD Empire St. owned by Russell Cortez Rental Properties Inc, and more particularly described as:

The North 80 feet of the South 212 feet in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West, N.M.P.M.

AND

The North 448 feet in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West
N.M.P.M.

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

WHEREAS, the Owner presented the necessary submittal items for review by the Cortez City Council at a regular meeting held on September 27, 2022; and,

WHEREAS, Land Use Code Section 6.11 and 6.12, minor subdivisions, it is a requirement of the Land Use Code that this proposed amendment go through a review by Staff and Council prior to approval of the desired plat being recorded; and,

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

WHEREAS, the Council reviewed the proposal and heard testimony concerning the application for a minor subdivision of two parcels described as the North 80 feet of the South 212 feet in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West, N.M.P.M. AND the North 448 feet in the E/2E/2NW/4NW/4NE/4 of Section 26, Township 36 North, Range 16 West N.M.P.M.
at their regular meeting held on September 27, 2022; and,

WHEREAS, based on the evidence and testimony presented at said meeting, Council approved, with conditions, the proposed minor subdivision as evidenced in the approved minutes of their meeting on September 27, 2022, and the adoption of Council Resolution No. 28, Series 2022; and,

CITY OF CORTEZ
COUNCIL RESOLUTION NO. 28 , SERIES 2022

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

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

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

THAT, the plat and application for the Minor Subdivision of, to be known as Russell is hereby approved, subject to the following conditions:

1. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.11.

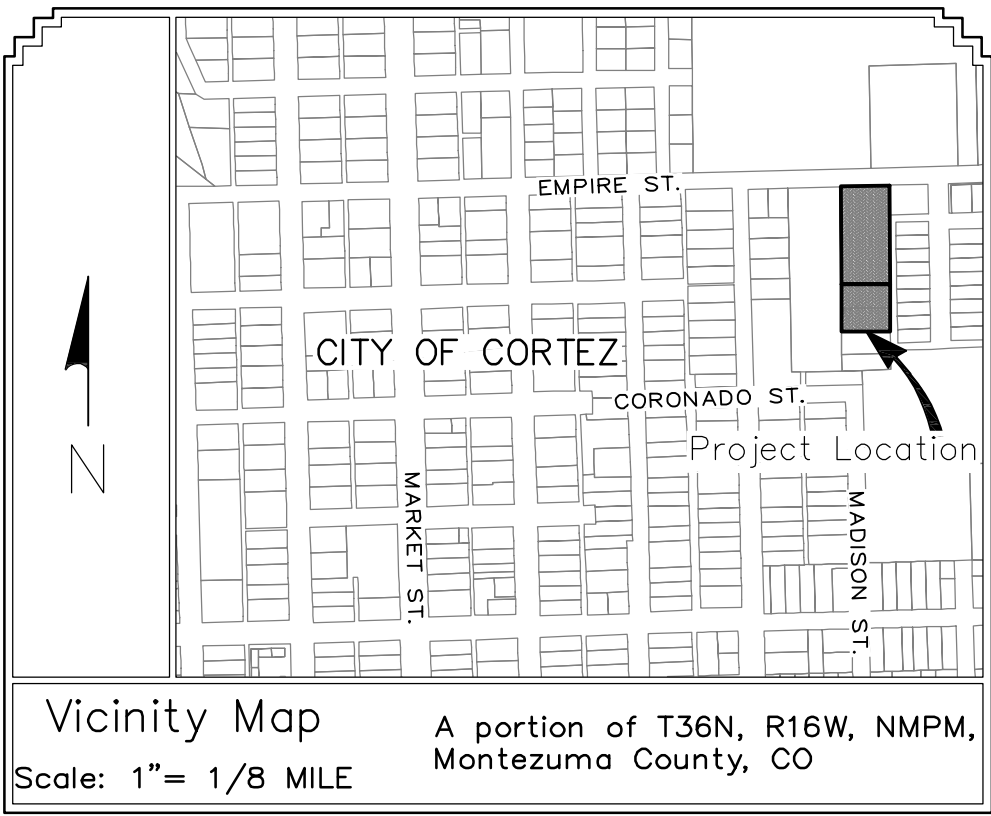
FURTHER THAT, the Owner is to coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



PLAT NOTES

1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

2) Research for recorded easements and Rights of Way was not conducted by Survey Standard LLC, and this property may be subject to the easements, rights and restrictions as listed in a current Title Commitment/Policy.

CITY COUNCIL ACCEPTANCE STATEMENT

This plat and the statements hereon approved by the City Council of the City of Cortez, Colorado, on this _____ day of _____, 20____, for the aforementioned purpose.

City Council of the City of Cortez, Colorado

By: _____ Attest: _____

MAYOR CITY CLERK

LEGEND

- SET A #4 REBAR 18" IN LENGTH WITH A 1" PLASTIC CAP STAMPED CO. P.L.S. 38411 UNLESS OTHERWISE NOTED
- FOUND 1.5" PLASTIC CAP ON #5 REBAR L.S. 37955
- ⊕ ALIQUOT MONUMENT AS DESCRIBED HEREON
- ▲ FOUND 1.5" ALUMINUM CAP ON #4 REBAR L.S. 19612 UNLESS OTHERWISE NOTED

—x—x—x—x—x— FENCE ———— OVERHEAD COMMUNICATION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS

That RUSSELL CORTEZ RENTAL PROPERTIES, LLC record owners of 2 adjacent tracts of land in the E/2E/2NW/4NW/4NE/4 Section 26, Township 36 North, Range 16 West, New Mexico Principal Meridian, Montezuma County, City of Cortez, Colorado being more particularly described by metes and bounds as follows:

Beginning at a point on the East line of said E/2E/2NW/4NW/4NE/4 Section 26 and also on the South Right-of-Way of Empire Street from which point the Northeast Corner of said Section 26 bears N88°07'25"E a distance of 2008.04 feet;

thence, S88°58'46"W a distance of 167.10 feet along said South Right-of-Way of Empire Street;

thence, S00°15'02"E a distance of 498.52 feet along the West line of said E/2E/2NW/4NW/4NE/4 Section 26;

thence, N89°45'52"E a distance of 167.00 feet along the South line of a tract of land described in Book 274 of Page 36;

thence, N00°14'27"W a distance of 500.81 feet along the East line of said E/2E/2NW/4NW/4NE/4 Section 26 to the point of beginning and containing 1.92 acres more or less.

have caused the same to be plotted under the name and style of

BOUNDARY AGREEMENT, RUSSELL CORTEZ RENTAL PROPERTIES, LLC

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

RUSSELL CORTEZ RENALL PROPERTIES, LLC

By: _____

Title: _____

State of _____ SS: _____

County of _____

This plat was subscribed and affirmed before me by _____ JAMES RUSSELL as MANAGING MEMBER of the RUSSELL CORTEZ RENTAL PROPERTIES, LLC

on this _____ day of _____, 2022, for the aforementioned purposes.

My commission expires; _____ Notary: _____

LEGAL DESCRIPTION

CONVEYED PROPERTY, NORTH PARCEL area to SOUTH PARCEL

a tract of land in the E/2E/2NW/4NW/4NE/4 Section 26, Township 36 North, Range 16 West, New Mexico Principal Meridian, Montezuma County, City of Cortez, Colorado being more particularly described by metes and bounds as follows:

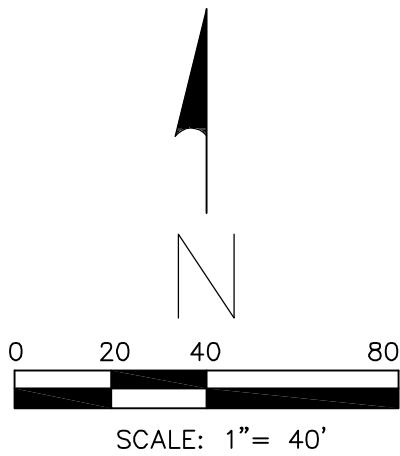
Beginning at a point on the East line of said E/2E/2NW/4NW/4NE/4 Section 26 from which point the Northeast Corner of said Section 26 bears N78°37'20"E a distance of 2045.75 feet;

thence, S89°45'33"W a distance of 167.03 feet;

thence, S00°15'02"E a distance of 82.99 feet along the West line of said E/2E/2NW/4NW/4NE/4 of Section 26;

thence, N89°45'33"E a distance of 167.02 feet;

thence, N00°14'27"W a distance of 82.99 feet along the East line of said E/2E/2NW/4NW/4NE/4 of Section 26 to the Point of Beginning and containing 0.32 acres (13861 Square Feet) more or less.



The bearings on this plat are referenced by the North line of the NE/4 of Section 26, T.36N., R.16W., N.M.P.M. The West end of said line being a point calculated from a 2.5" Aluminum cap witness corner 30' Northerly of true point and the East end of said line being a 3.25" aluminum cap L.S. 19612 dated 2016.

Bearings are based on GPS observations.

Assumed WGS84 (geodetic) Reference Bearing = N88°58'46"E (2676.55')

Unit of Measurement = US SURVEY FOOT

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

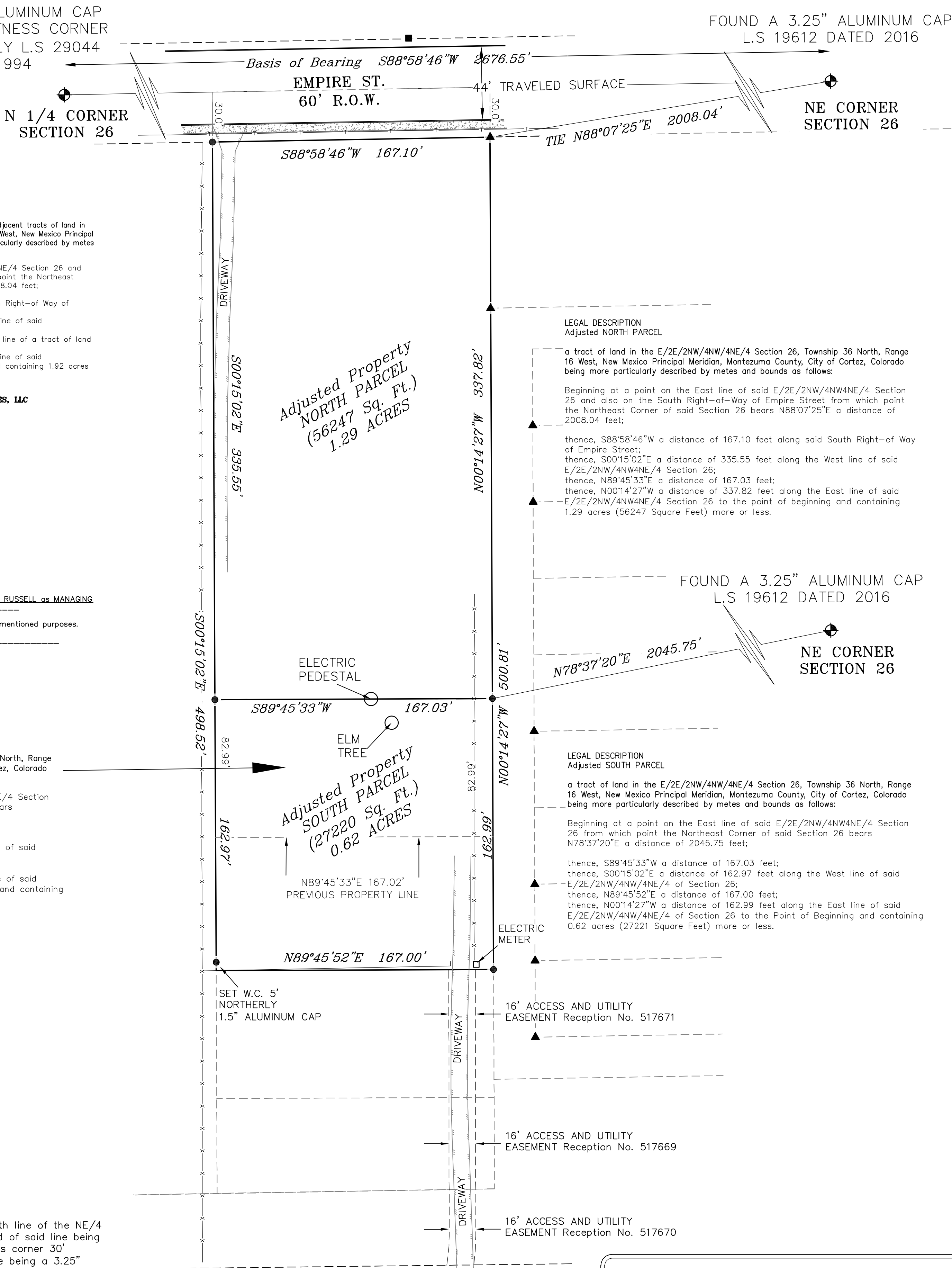
That I, William Brian McLaughlin do hereby certify that I (or under my direct supervision) prepared this plat from field notes and an actual and accurate survey of the land in question and that the same is true and correct to the best of my knowledge and belief. This plat is in accordance with applicable standards of Professional Land Survey Practice in the State of Colorado. This statement is not a guaranty nor a warranty, neither expressed nor implied.

WILLIAM BRIAN MCLAUGHLIN COLORADO PROFESSIONAL LAND SURVEYOR 38411

DATE _____

BOUNDARY AGREEMENT,
RUSSELL CORTEZ RENTAL PROPERTIES, LLC

LOCATED IN THE E/2E/2NW/4NW/4NE/4 SECTION 26,
TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO



THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT _____ (A.M. / P.M.) ON THE _____ DAY OF _____, 20____ AND DULY FILED IN BOOK _____ AT PAGE _____ UNDER RECEPTION NUMBER _____

MONTEZUMA CLERK AND RECORDER

<p>DOVE CREEK</p> <p>TELLURIDE</p> <p>DOLORES</p> <p>RICO</p> <p>CORTAZ</p> <p>MANCOS</p> <p>DURANGO</p> <p>TOWAOC</p> <p>UT</p> <p>AZ</p> <p>NM</p> <p>COLORADO</p> <p>25 N. MADISON ST. CORTEZ, COLORADO (81321) PHONE: (970)565-2480 EMAIL: brian@4corners-survey.com</p>	<p>BOUNDARY AGREEMENT, RUSSELL CORTEZ RENTAL PROPERTIES, LLC</p>			<p>SHEET</p> <p>1</p> <p>OF</p> <p>1</p>
	<p>LOCATED IN THE E/2E/2NW/4NW/4NE/4 SECTION 26, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO</p>			
	<p>FILE: S522-03-TC005</p>	<p>DIRECTED BY: JIM RUSSELL</p>	<p>PREPARED BY: BRIAN 04-06-2022 REV 07-29-2022</p>	



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Ordinance No. 1303, Series 2022

BACKGROUND

See Attached Information.

RECOMMENDATION

Council shall consider on first reading Ordinance No. 1303, Series 2022, an ordinance amending the City of Cortez Land Use Code, Section 3.05 - Use Regulations Regarding Dwelling, Accessory Unit - ADU, and set for public hearing on October 11, 2022.

Attachments

Ordinance No. 1303, Accessory Dwelling Units - ADU



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

Item No:
Meeting Date: September 27, 2022
Project No. ADU

**TITLE: FIRST READING: AN ORDINANCE AMENDING THE CITY OF CORTEZ
LAND USE CODE, SECTION 3.05 – USE REGULATIONS REGARDING
DWELLING, ACCESSORY UNIT – ADU.**

SUBMITTING DEPARTMENT: Planning and Building

ATTACHMENTS: Draft Ordinance No. 1303, Series 2022
ADU Survey Results
Article links

BACKGROUND

Accessory Dwelling Units (ADU's) also known as accessory apartments, mother-in-law apartments and numerous other names have recently gained more attention in many communities in Colorado and throughout the United States as low impact and low cost (to the Community) method of providing more affordable housing opportunities (see attached links and articles). The units provide an opportunity to increase density with existing infrastructure (no need to expand roads, water lines, sewer or electric lines) and allow for a rental opportunity in desirable single family neighborhoods. They can also help to offset mortgage payments and allow for intergenerational living arrangements, while preserving privacy.

The Land Use Code currently allows for Accessory Dwelling Units in two residential zones, RE and R-1. Only a few have been permitted under the very restrictive regulations currently in place. At the urging of elected officials, staff began a review of the existing regulations, conducted several work sessions with the Planning Commission, conducted public outreach and a public opinion survey. At their meeting of September 5, 2022, the Planning Commission recommended the revisions as described in the attached Planning Commission resolution.

EXISTING REGULATIONS

3.05 (22)

Accessory Dwelling Units (ADUs). This type of use is intended to provide a mechanism to help meet the need of affordable housing by allowing accessory residential dwelling units under certain circumstances in areas normally restricted to a single unit, while preserving existing single-family character. All accessory single-family dwelling units shall be subject to the following requirements:

- a. An ADU shall be permitted within the RE and R-1 zones as a conditional use and shall be reviewed by the planning and zoning commission and the city council as per [Section 6.10](#) of this code, Conditional use permits.
- b. The parcel must contain a single-family unit occupied by the property owner.
- c. The ADU may be attached or incorporated within the living area of the existing primary dwelling or

detached.

d. The ADU shall not result in an increase of more than twenty (20) percent in the existing living area.

e. The ADU may be used for rental purposes and shall be reserved for occupancy of one (1) or two (2) persons.

f. The ADU must be provided with two off-street parking spaces as per [Section 5.01](#) of this code and may be contained in a garage or protected by a carport.

g. Any new construction associated with the ADU shall comply with all setbacks, lot coverage, height, and design standards contained within the base zone and shall not alter the general appearance of the primary dwelling as a single-family residence.

h. The ADU shall have adequate sewer and water services and additional tap fees may be required for the dwelling.

i. The ADU shall not adversely impact traffic flow or parking in the neighborhood.

j. The lot shall consist of twenty (20) percent more area than the minimum lot size in the underlying zoning district.

An ADU that conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use consistent with the existing general plan and zoning designation for the lot.

DISCUSSION

An analysis of the existing regulations was conducted below that illustrates the restrictive nature of the regulations.

<u>Filters Applied</u>	<u>ADU Size (SQ FT)</u>	<u>Number of Parcels</u>	<u>Percentage of Total Parcels</u>	<u>Percentage of RESIDENTIAL Parcels</u>	
None		4462	100.00%	(these are parcels that already have a primary resident	
Zoning = RE or R-1		2037	45.65%		
Land Use = RESIDENTIAL		1645	36.87%		
(AND) Lot Size > 120% LUC min		1002	22.46%	60.91%	
(AND) HOUSEAREA >= 1000	200	921	20.64%	55.99%	
HOUSEAREA >= 1500	300	616	13.81%	37.45%	
HOUSEAREA >= 2000	400	341	7.64%	20.73%	
HOUSEAREA >= 3000	500	76	1.70%	4.62%	
<u>Qualifying Parcels by Zoning Category</u>	(Lot Size >= 120% of minimum lot size per L.U.C) this shows which lots could qualify strictly based on lot size				
	<u>Total Parcels</u>	<u>Qualified Parcels (RE and R-1)</u>			
<i>Total Parcels</i>	4462	2037			
RE Zoning (>= 52,272 sq ft)	3	3			
R1 Zoning (>= 8,400 sq ft)	2034	1217			

RECOMMENDATION

Approve the attached ordinance on the first reading and set a public hearing for consideration of the ordinance on the second reading on October 11th.

PREPARED BY: Nancy Dosdall, Contract City Planner

Drew Sanders, City Manager

ORDINANCE NO. 1303
SERIES 2022

AN ORDINANCE AMENDING THE CITY OF CORTEZ LAND USE CODE, SECTION 3.05 – USE REGULATIONS REGARDING DWELLING, ACCESSORY UNIT – ADU.

WHEREAS, uses identified in the City of Cortez Land Use Code (the “Code”), Section 3.05, as dwelling, accessory unit - ADU, are classified as Conditional Uses in the RE and R-1 zone districts in the City of Cortez; and

WHEREAS, dwelling, accessory unit – ADU are further subject to the standards in Section 3.05 (22); and

WHEREAS, the City desires to expand the opportunity for ADU’s in additional zone districts; and

WHEREAS, at the September 6, 2022 Cortez Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the revisions to the Code as described in this ordinance, as evidenced by the adoption of P&Z Resolution No. 5, Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that the Cortez Land Use Code, Section 3.05, be amended as set forth in this ordinance.

WHEREAS, the authority and procedure for amending the City Land Use Code is set forth in the Cortez City Charter, and the Code.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT THE CITY OF CORTEZ LAND USE CODE, SECTION 3.05, IS AMENDED AS FOLLOWS:

Section 3.05 – Schedule of Use Regulations is amended to require Conditional Use Permits for dwelling, accessory unit - ADU in the R-2, MH, NB and C zone districts.

Section 3.05(22) – Accessory Dwelling Units (ADUs) is deleted in its entirety and replaced with the following:

(22) Accessory Dwelling Units (ADUs). This type of use is intended to provide a mechanism to help meet the need of affordable housing by allowing accessory residential dwelling units under certain circumstances in areas normally restricted to a single unit, while preserving existing single-family character. All accessory single-family dwelling units shall be subject to the following requirements:

a. An ADU shall be permitted within any zone in the City as a conditional use and shall be reviewed by the planning and zoning commission and the city council as per [Section 6.10](#) of this code, Conditional use permits.

- b. The parcel must contain an existing or proposed single-family unit that is or will be occupied by the property owner.
- c. The ADU may be attached or incorporated within the living area of the existing primary dwelling or detached.
- d. The ADU shall not result in an increase of more than fifty (50) percent in the existing living area or 750 sq. ft., whichever is greater.
- e. The ADU may be used for rental purposes and shall be reserved for occupancy of one (1) or two (2) persons.
- f. The ADU must be provided with two off-street parking space, in addition to the two required for the existing single family residence as per [Section 5.01](#) of this code. Spaces may be contained in a garage or protected by a carport. The spaces provided may be in tandem.
- g. Any new construction associated with the ADU shall comply with all setbacks, lot coverage, height, and design standards contained within the base zone and shall not alter the general appearance of the primary dwelling as a single-family residence.
- h. The ADU shall have adequate sewer and water services and additional tap fees may be required for the dwelling.
- i. The ADU shall not adversely impact traffic flow or parking in the neighborhood.
- j. The lot shall meet the minimum lot size in the underlying zoning district.

An ADU that conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use consistent with the existing general plan and zoning designation for the lot.

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 second reading and final passage.

FIRST READING. This ordinance shall be considered first reading on the 27th day of

September, 2022, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time this ordinance shall be read and the public hearing for the second or final reading of this ordinance shall be set.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 11th day of October, 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 27th DAY OF September, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK COLEMAN, CITY ATTORNEY

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 5, SERIES 2022**

**A Resolution Recommending Approval of Revisions to Section 3.05 – Use Regulations regarding
Dwelling, accessory unit - ADU, City of Cortez Land Use Code**

WHEREAS, uses identified in the City of Cortez Land Use Code (the “Code”), Section 3.05, as dwelling, accessory unit - ADU, are classified as Conditional Uses in the RE and R-1 zone districts in the City of Cortez; and

WHEREAS, dwelling, accessory unit – ADU are further subject to the standards in Section 3.05 (22); and

WHEREAS, the City desires to expand the opportunity for ADU’s in additional zone districts; and

WHEREAS, at the September 6, 2022 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the revisions to the Code, as evidenced by the adoption of P&Z Resolution No. 5, Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that the Schedule of Use Regulations, Cortez Land Use Code Section 3.05 be revised as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CORTEZ PLANNING AND ZONING COMMISSION:

THAT, P&Z Resolution No. 5, Series 2022, recommends to the City Council of the City of Cortez amend the Cortez Land Use Code Section 3.05 require Conditional Use Permits for ADU’s in the R-2, MH, NB and C zone districts and to revise Section 3.05(22) as follows:

(22) Accessory Dwelling Units (ADUs). This type of use is intended to provide a mechanism to help meet the need of affordable housing by allowing accessory residential dwelling units under certain circumstances in areas normally restricted to a single unit, while preserving existing single-family character. All accessory single-family dwelling units shall be subject to the following requirements:

a. An ADU shall be permitted within any zone in the City as a conditional use and shall be reviewed by the planning and zoning commission and the city council as per [Section 6.10](#) of this code, Conditional use permits.

b. The parcel must contain an existing or proposed single-family unit that is or will be occupied by the property owner.

- c. The ADU may be attached or incorporated within the living area of the existing primary dwelling or detached.
- d. The ADU shall not result in an increase of more than fifty (50) percent in the existing living area or 750 sq. ft., whichever is greater.
- e. The ADU may be used for rental purposes and shall be reserved for occupancy of one (1) or two (2) persons.
- f. The ADU must be provided with two off-street parking spaces, in addition to the two required for the existing single family residence as per [Section 5.01](#) of this code. Spaces may be contained in a garage or protected by a carport. The spaces provided may be in tandem (one car in front of the other).
- g. Any new construction associated with the ADU shall comply with all setbacks, lot coverage, height, and design standards contained within the base zone and shall not alter the general appearance of the primary dwelling as a single-family residence.
- h. The ADU shall have adequate sewer and water services and additional tap fees may be required for the dwelling.
- i. The ADU shall not adversely impact traffic flow or parking in the neighborhood.
- j. The lot shall meet the minimum lot size in the underlying zoning district.

An ADU that conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use consistent with the existing general plan and zoning designation for the lot.

MOVED, SECONDED, AND ADOPTED THIS 6th DAY OF SEPTEMBER 2022

CORTEZ PLANNING AND ZONING
COMMISSION

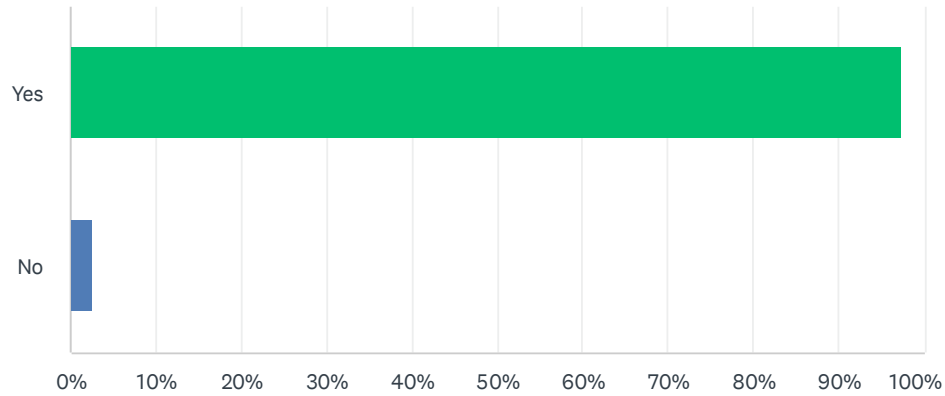
ATTEST:

Robert Rime, Chairman

Cheryl Lindquist, Deputy City Clerk

Q1 Should accessory dwelling units (ADUs) continue to be allowed in Cortez?

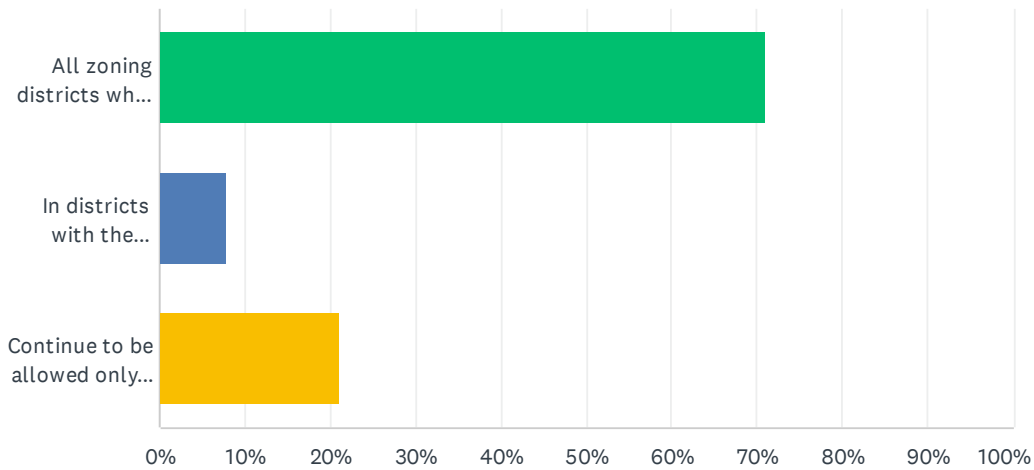
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	97.37%	37
No	2.63%	1
TOTAL		38

Q2 If yes, what areas and/or zones of the City should they be allowed?

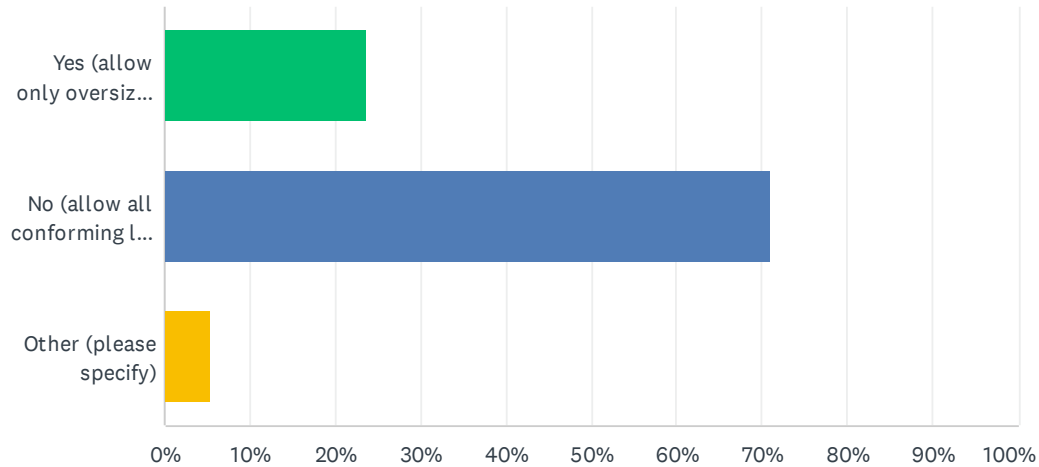
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
All zoning districts where residential properties are allowed.	71.05%	27
In districts with the densest single family neighborhoods where the minimum lot size is 6,000 square feet or less (R-2, MH, C, NB zoning districts)	7.89%	3
Continue to be allowed only in low-density residential neighborhoods where minimum lot size is 7,000 square feet or more (R-1, RE zoning districts).	21.05%	8
TOTAL		38

Q3 Currently a lot must be 20% larger than the minimum lot size to be able to apply for an ADU. Should this requirement be continued?

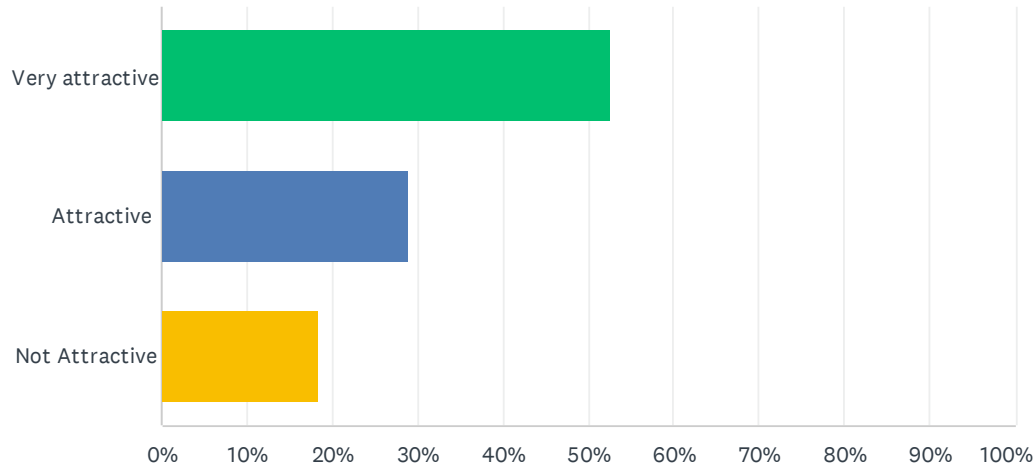
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes (allow only oversized lots to apply)	23.68%	9
No (allow all conforming lots to apply)	71.05%	27
Other (please specify)	5.26%	2
TOTAL		38

Q4 If more ADUs were available, would a property with an ADU be an attractive living arrangement for you or your family?

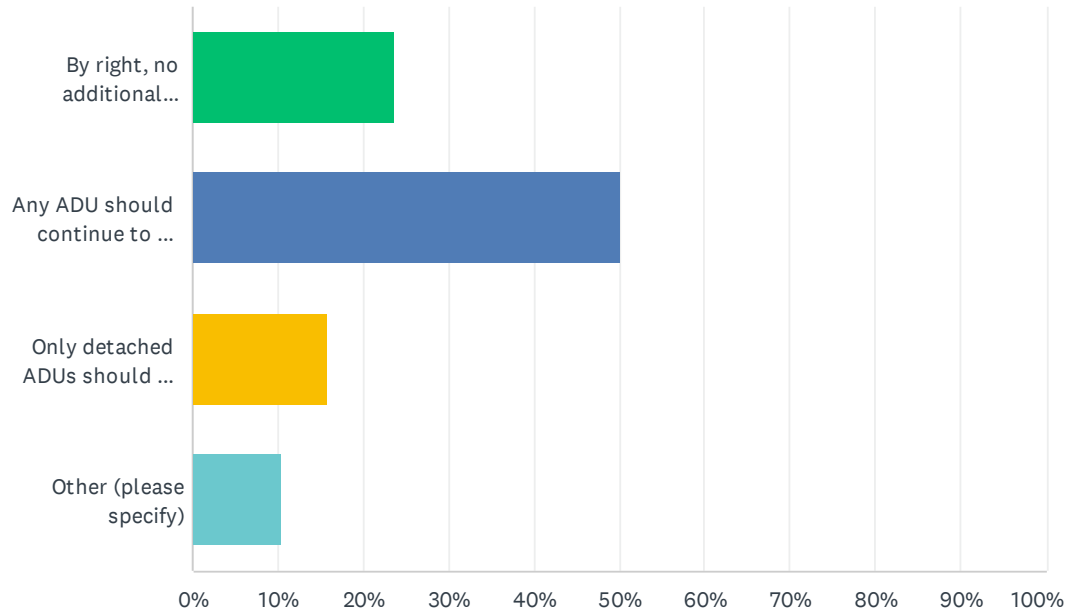
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very attractive	52.63%	20
Attractive	28.95%	11
Not Attractive	18.42%	7
TOTAL		38

Q5 If ADUs continue to be allowed, what process should be required for the approval of an ADU?

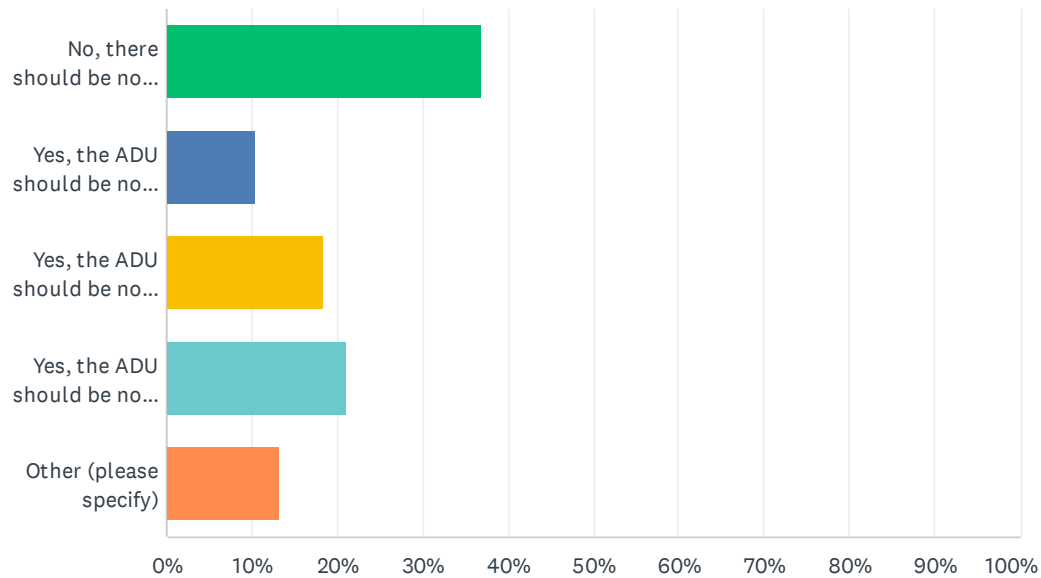
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
By right, no additional approval necessary.	23.68%	9
Any ADU should continue to be permitted through a conditional use permit process which is a process where public notice is given, and public hearings held by the Planning Commission and City Council).	50.00%	19
Only detached ADUs should be permitted through an additional board approval process where public notice is given.	15.79%	6
Other (please specify)	10.53%	4
TOTAL		38

Q6 Should there be a restriction on the size of an ADU?

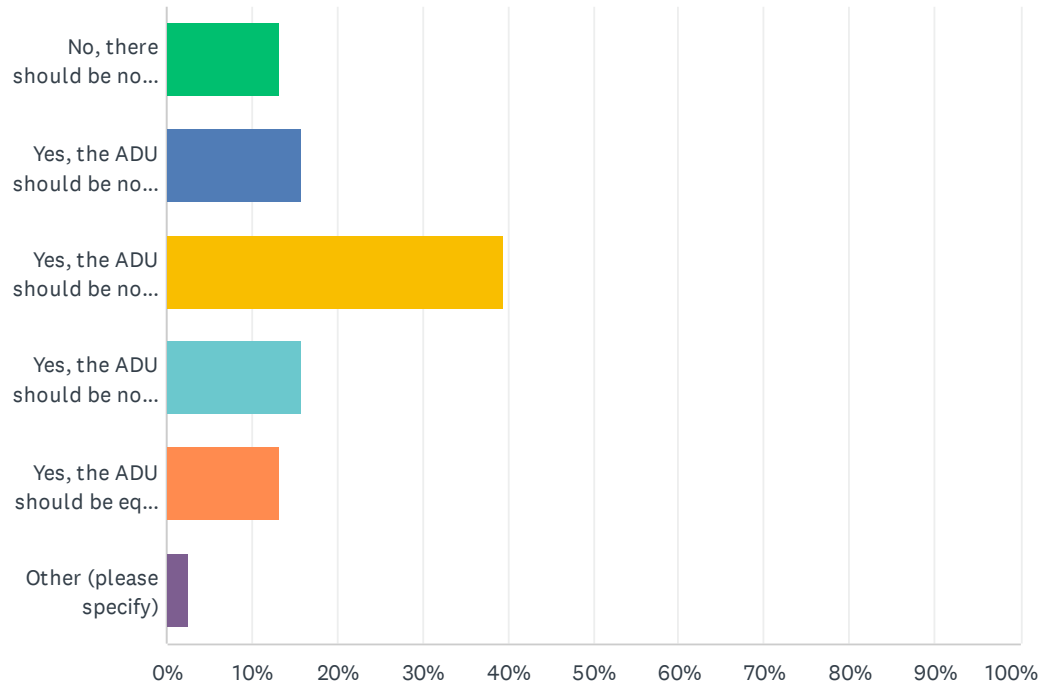
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
No, there should be no size limitation on the ADU.	36.84%	14
Yes, the ADU should be no greater than 500 square feet in area.	10.53%	4
Yes, the ADU should be no greater than 750 square feet in area.	18.42%	7
Yes, the ADU should be no greater than 850 square feet in area.	21.05%	8
Other (please specify)	13.16%	5
TOTAL		38

Q7 Should there be a restriction on the size of an ADU relative to the existing dwelling?

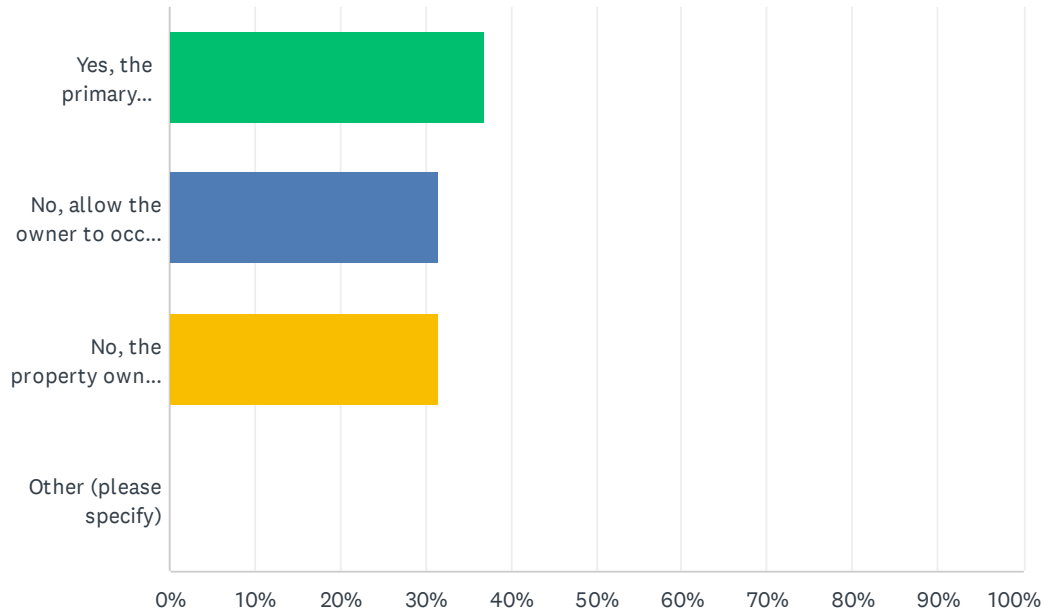
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
No, there should be no size limitation on the ADU.	13.16%	5
Yes, the ADU should be no greater than 20% of the existing single family home (existing rule).	15.79%	6
Yes, the ADU should be no greater than 50% of the existing single family home.	39.47%	15
Yes, the ADU should be no greater than 75% of the existing single family home.	15.79%	6
Yes, the ADU should be equal to or less than the existing single family home.	13.16%	5
Other (please specify)	2.63%	1
TOTAL		38

Q8 Should the owner of a property with an ADU be required to live in the primary residence?

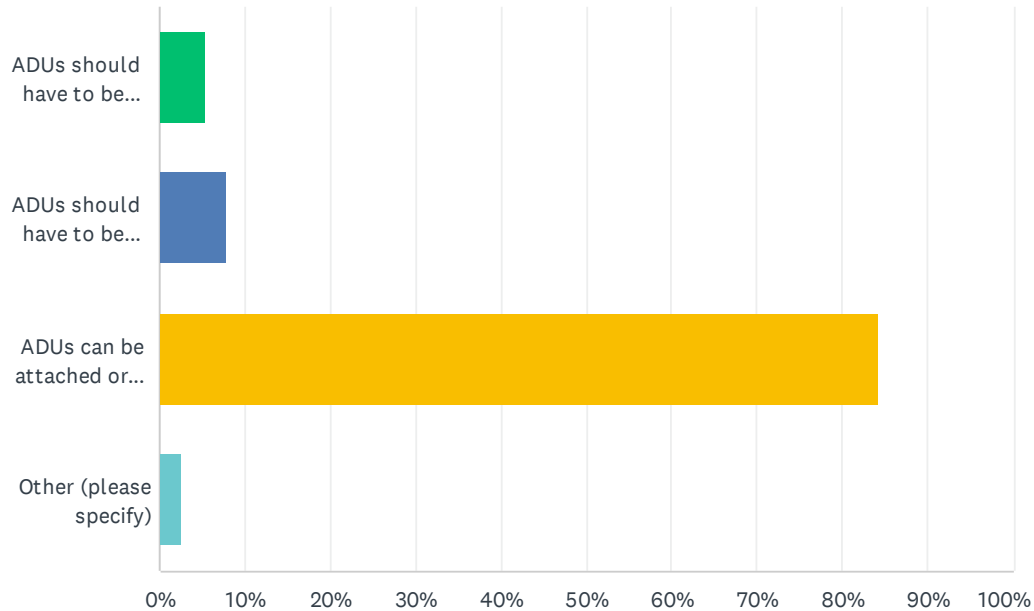
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, the primary residence should be owner occupied (existing rule).	36.84%	14
No, allow the owner to occupy either the primary residence or the ADU.	31.58%	12
No, the property owner should not be required to live on the property (both units could be rented).	31.58%	12
Other (please specify)	0.00%	0
TOTAL		38

Q9 Should there be a restriction on the location of the accessory dwelling unit?

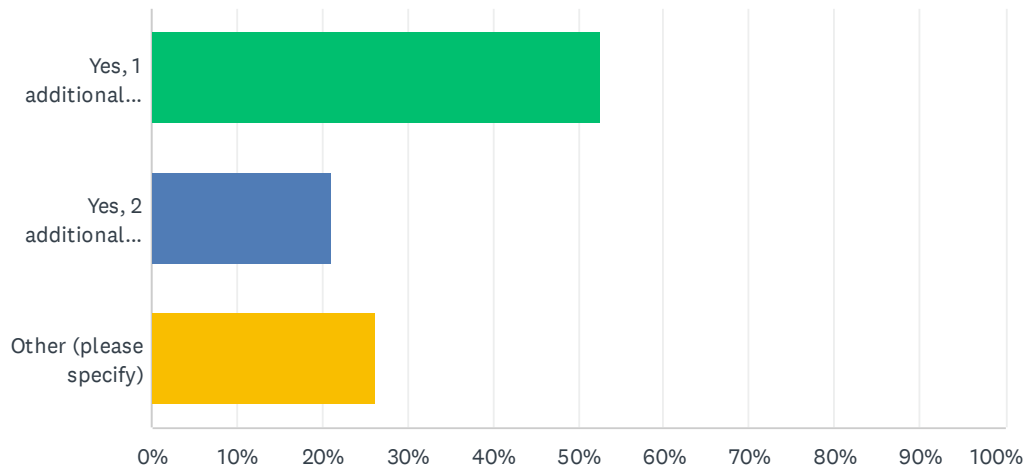
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
ADUs should have to be attached to the primary dwelling unit.	5.26%	2
ADUs should have to be detached (stand-alone) from the primary dwelling unit.	7.89%	3
ADUs can be attached or detached (stand-alone) from the primary dwelling unit.	84.21%	32
Other (please specify)	2.63%	1
TOTAL		38

Q10 Should ADUs be required to provide additional, off-street parking?

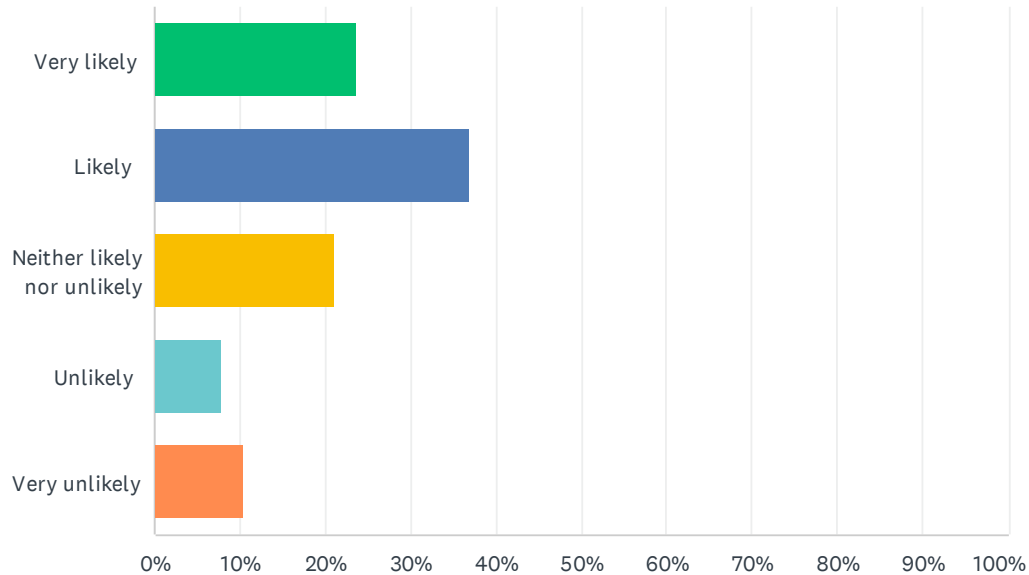
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, 1 additional parking spot should be allocated for the ADU.	52.63%	20
Yes, 2 additional parking spots should be allocated for the ADU (current regulation).	21.05%	8
Other (please specify)	26.32%	10
TOTAL		38

Q11 If ADUs were allowed in your neighborhood, how likely would you pursue constructing one within the next 3 years on your property?

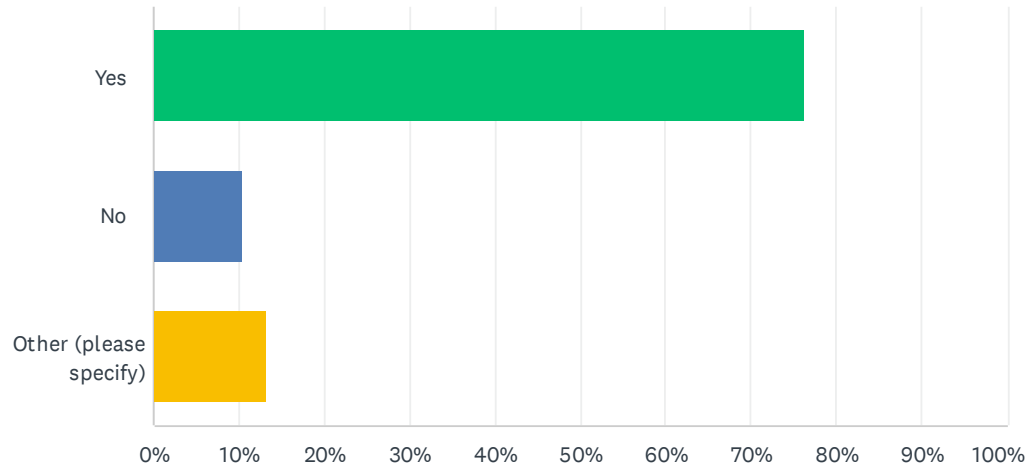
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very likely	23.68%	9
Likely	36.84%	14
Neither likely nor unlikely	21.05%	8
Unlikely	7.89%	3
Very unlikely	10.53%	4
TOTAL		38

Q12 If your next-door neighbor sought to build and ADU, would you approve?

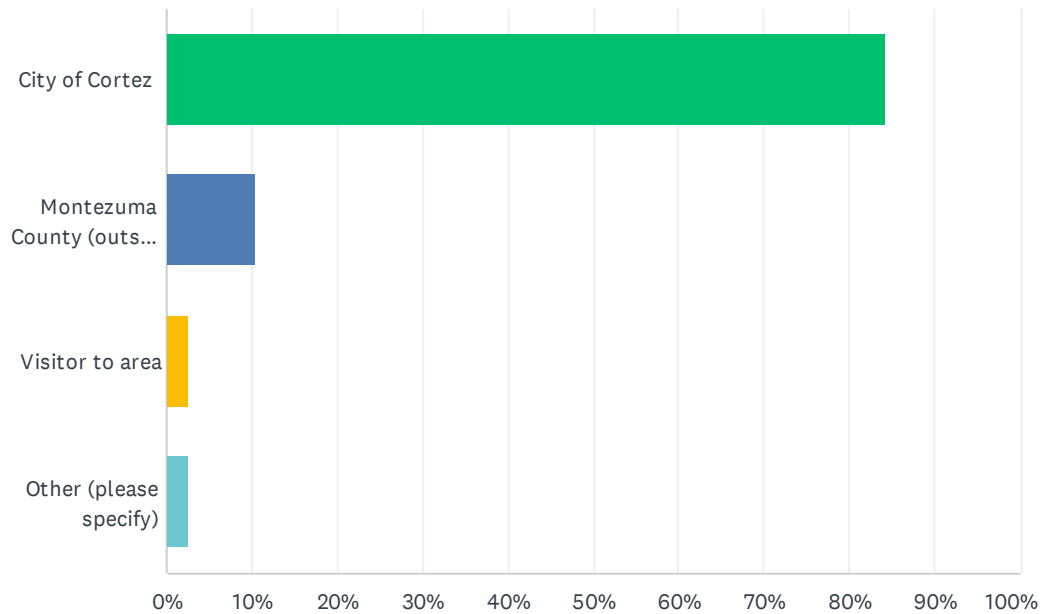
Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	76.32%	29
No	10.53%	4
Other (please specify)	13.16%	5
TOTAL		38

Q13 Where is your primary residence?

Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES	
City of Cortez	84.21%	32
Montezuma County (outside of City limits)	10.53%	4
Visitor to area	2.63%	1
Other (please specify)	2.63%	1
TOTAL		38

Q14 Additional Comments

Answered: 15 Skipped: 23

([https://www5.smartadserver.com/click?](https://www5.smartadserver.com/click?imgid=28710665&insid=11117310&pgid=1350201&fmtid=34984&ckid=1187172164054549878&uii=2564265702397685278&acd=1663177265075&opid=9f1f18a8-5fc2-4ade-b36b-ded49cce0e31&opdt=1663177265075&tmstp=6887671964&tgt=%24dt%3d1t%3b%24dma%3d790&systgt=%24qc%3d1311715887%3b%24ql%3dHigh%3b%24qp%3dZoning%3dChanges%3dThat%3dMake%3dResidential%3dNeighborhoods%3dMore%3dAffordable%2f&cappid=1187172164054549878&go=https%3a%2f%2fwww.woodsandpoole.com)

[imgid=28710665&insid=11117310&pgid=1350201&fmtid=34984&ckid=1187172164054549878&uii=2564265702397685278&acd=1663177265075&opid=9f1f18a8-5fc2-4ade-b36b-](#)

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PLANNING MAGAZINE

3 Zoning Changes That Make Residential Neighborhoods More Affordable

Zoning reform is one of our greatest weapons against rising housing costs. Here's how we can wield it.

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Communities around the country are rejecting single-family-only zoning to encourage more affordable options in all neighborhoods. Photo courtesy Sightline Institute Middle Homes Photo Library.

 PART OF THE DISRUPTORS SERIES (</PLANNING/SERIES/DISRUPTORS>)

Feb. 1, 2021

By ROBERT LIBERTY

Before Los Angeles and [New York](/planning/2020/jun/tools-legal-lessons/) (</planning/2020/jun/tools-legal-lessons/>) adopted the first residential zoning regulations more than a century ago ([/timeline/](/planning/2020/jun/tools-legal-lessons/)), rapidly growing cities in the U.S. were filled with an interesting mix of housing types beyond single-family detached homes: downstairs apartments, cottages, duplexes, tri- and four-plexes, townhomes, boarding houses, garden court apartments — what we now call "middle housing." But as cities embraced single-family detached residential (SFR) zoning, middle density housing was outlawed in many places.

By 2019, multifamily housing was barred from about 75 percent of residential land in the U.S. (<https://www.nytimes.com/interactive/2019/06/18/upshot/cities-across-america-question-single-family-zoning.html>). That's made huge swaths of American cities and their better public schools off-limits to families of modest means who can't afford single-family homes, which has in turn reinforced racial, ethnic, and class segregation. SFR zoning has also separated people from jobs, shops, and services, leading to longer commutes and more personal vehicles — one of the main sources of greenhouse gas emissions — than people in the U.S.

But now, the tide is turning. From Oregon to Vermont, cities and states are rejecting two cornerstones of American land-use regulation: SFR zoning and minimum parking requirements. A trio of reforms has emerged to take their place, aiming to create more inclusive, equitable, and affordable neighborhoods by expanding housing options.

As we head into a new decade, planners should expect to see these changes gain momentum in communities of all sizes.



This fourplex, originally built in 1917, is listed as a contributing resource in the [Irvington Historic District](https://en.wikipedia.org/wiki/Irvington_Historic_District) (https://en.wikipedia.org/wiki/Irvington_Historic_District) in Portland, Oregon. Cities tended toward more diverse housing types before residential zoning regulations became ubiquitous across the U.S. Photo by Ian Poellet.

1. ELIMINATING SFR-ONLY ZONING

In 2018, [Minneapolis made headlines](https://www.nytimes.com/2018/12/13/us/minneapolis-single-family-zoning.html) (<https://www.nytimes.com/2018/12/13/us/minneapolis-single-family-zoning.html>) by amending its comprehensive plan to allow duplexes and triplexes on single-family lots, which translated into changes in its zoning ordinance just last year. It was the first place in the U.S. to make [such a fundamental change](https://www.planning.org/2019/may/research/) (<https://www.planning.org/2019/may/research/>) across all of its single-family zones by reauthorizing these types of "missing-middle" housing.

[Oregon wasn't far behind](https://www.npr.org/2019/07/01/737798440/oregon-legislature-votes-to-essentially-ban-single-family-zoning) (<https://www.npr.org/2019/07/01/737798440/oregon-legislature-votes-to-essentially-ban-single-family-zoning>). In 2019, the state passed a law that requires all cities with a population over 10,000 to allow duplexes on all lots in SFR zones. Tri- and fourplexes, townhomes, and cottage cluster housing were also made legal in cities with over 25,000 people. This year, [Portland went a step further](https://www.sightline.org/2020/08/11/on-wednesday-portland-will-pass-the-best-low-density-zoning-reform-in-us-history/) (<https://www.sightline.org/2020/08/11/on-wednesday-portland-will-pass-the-best-low-density-zoning-reform-in-us-history/>) and allowed six-plexes on single-family lots, provided that two units meet rental or ownership affordability standards.

Most recently, Nebraska required in August that cities with over 20,000 people prepare and implement housing affordability plans over the next few years. Failure to adopt them by the deadline triggers default housing regulations, authorizing the full range of middle housing.

Even smaller cities like Lander, Wyoming, with a population around 7,500, [are rethinking SFR zones](https://www.wyomingpublicmedia.org/post/lander-launches-affordable-housing-study#stream/0) (<https://www.wyomingpublicmedia.org/post/lander-launches-affordable-housing-study#stream/0>).



Los Angeles homeowners replaced their detached garage with this ADU created by local company Cover in 2019, three years after California allowed for ADUs in SFR zones. Photo courtesy [cover.build](https://www.cover.build/) (<https://www.cover.build/>).

2. EMBRACING ADUS

Accessory dwelling units, or ADUs (also known as granny flats, English basements, secondary suites, casitas, and ohana houses), are another way to increase housing diversity and affordability, but they've been banned from SFR zones for decades. In 2005, Vermont changed course by enacting a law that mandated the equal treatment of different housing types in local bylaws, including ADUs in SFR zones. Soon, other states followed.

California required local governments to authorize ADUs in SFR zones in 2016. The following year, [New Hampshire passed legislation](https://www.nhhfa.org/wp-content/uploads/2019/06/ADU_Guide_Municipalities.pdf) (https://www.nhhfa.org/wp-content/uploads/2019/06/ADU_Guide_Municipalities.pdf) ensuring that, in the absence of local zoning authorization, state law directly allows one ADU as an accessory use to any single-family dwelling, as a matter of right, and no municipal permits or conditions can be imposed other than a building permit. Oregon's law, adopted the same year, mandates ADU authorization in most cities.

These early regulations weren't perfect. ADU construction still faced roadblocks due to "poison pills," like requiring owner occupancy, minimum parking standards, or approval through discretionary conditional use processes like public hearings — a process not imposed on single-family homes. California, Vermont, Oregon, and Washington have since amended their statutes to remove or severely limit poison pills, as have local governments like Seattle and Montgomery County, Maryland. In late 2019, for example, California passed [five new bills that reduce barriers to ADU construction](#) ([/planning/2020/feb/intersections-housing/](#)) in SFR neighborhoods, including eliminating owner-occupancy requirements and certain impact fees. Local jurisdictions are even responsible for providing ADU grant and incentive programs.

The results have been impressive: In 2016, Los Angeles issued 117 permits for ADUs; in 2019, it issued 4,606.



Requiring parking for each residence can make construction of multifamily buildings more expensive and, in some cases, impossible due to lot size or terrain constraints. Photo courtesy Mark McClure/Sightline Institute Middle Homes Photo Library.

3. HOUSING PEOPLE OVER CARS

Minimum on-site parking requirements create a significant barrier to multifamily housing. They not only drive up costs but can make construction either infeasible or physically impossible, given the lot size or terrain.

That's why more and more advocates and planners are questioning why [housing for cars is mandated](#) ([/planning/2018/oct/peopleoverparking/](#)) at the expense of housing for people. [Parking expert Professor Donald Shoup](#) ([/publications/document/9194519/](#)), FAICP, of UCLA estimates that the U.S. has set aside two billion parking spaces for just 250 million cars and light trucks, resulting in far more land dedicated to cars than housing.

Sand Point, Idaho, was [the first to eliminate all parking requirements \(https://www.strongtowns.org/journal/2019/1/30/one-line-of-your-zoning-code-can-make-a-world-of-difference#:~:text=In%202009%2C%20as%20buildings%20were,debate%20and%20was%20not%20unanimous.\)](https://www.strongtowns.org/journal/2019/1/30/one-line-of-your-zoning-code-can-make-a-world-of-difference#:~:text=In%202009%2C%20as%20buildings%20were,debate%20and%20was%20not%20unanimous.) in 2009. Years later, in 2016, Hartford, Connecticut, became the first major city to eliminate [all minimum parking requirements \(/planning/2015/may/puttingacap.htm\)](/planning/2015/may/puttingacap.htm), and even imposed limits on the maximum amount of on-site parking allowed. Buffalo, New York, followed suit in 2017, and Edmonton, Alberta, did the same this past summer, becoming Canada's first city to do so. Others still have reduced or eliminated parking requirements for new housing, particularly near transit stops, like in San Diego and Atlanta.



Further Impacts: Housing

Planners must also maintain focus on rising rates of homelessness; gentrification and displacement; rent-burdened households; and the rise of one-person households.

More to come

More local governments and states will adopt these zoning reforms in the coming years, as the affordability crisis and concerns about social justice persist. Time will tell how quickly and in what ways they will result in a more enriched mix of housing in former SFR areas.

In our highly polarized nation, we can also expect opposition from those who see reform as part of a "war on the suburbs." Planners, on the other hand, might take these changes as long overdue recognition of the important roles they, and zoning, play in the form and character of our cities, towns, and suburbs.

Robert Liberty is a land-use attorney. He is currently associated with Cascadia Partners, an Oregon planning consulting firm, and serves as chair of the Columbia River Gorge National Scenic Area Commission.

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RECOMMENDED ARTICLES



INTERSECTIONS

Singled Out of Residential Land Use (</planning/2020/jul/tools-legal-lessons/>)

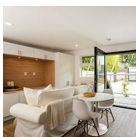
July 1, 2020



INTERSECTIONS

A Housing Revolution in Minneapolis (</planning/2019/may/research/>)

May 1, 2019



INTERSECTIONS

ADUs to the Rescue? (</planning/2020/feb/intersections-housing/>)

Feb. 1, 2020



INTERSECTIONS

People Over Parking (</planning/2018/oct/peopleoverparking/>)

Oct. 1, 2018

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[imgid=27795918&insid=10642899&pgid=1350201&fmtid=34985&ckid=4877256070180111730&uii=2858988647110174317&acd=1663177265109&opid=b3e8d0428-4ddf-86c9-801daf0b801f&opdt=1663177265109&tmstp=6887671964&tgt=%24dt%3d1t%3b%24dma%3d790&systgt=%24qc%3d1311715887%3b%24ql%3dHigh%3b%24zoning-changes-that-make-residential-neighborhoods-more-affordable%2f&cappid=4877256070180111730&go=https%3a%2f%2fplanning.org%2fmembership%2f](https://www5.smartadserver.com/click?imgid=27795918&insid=10642899&pgid=1350201&fmtid=34985&ckid=4877256070180111730&uii=2858988647110174317&acd=1663177265109&opid=b3e8d0428-4ddf-86c9-801daf0b801f&opdt=1663177265109&tmstp=6887671964&tgt=%24dt%3d1t%3b%24dma%3d790&systgt=%24qc%3d1311715887%3b%24ql%3dHigh%3b%24zoning-changes-that-make-residential-neighborhoods-more-affordable%2f&cappid=4877256070180111730&go=https%3a%2f%2fplanning.org%2fmembership%2f))



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CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. d.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Appointment of Orly Lucero to the Board of Adjustment and Appeals and Rachel Weaver and Darren Uptain to the Cortez Historic Preservation Board

BACKGROUND

Please see attached Letters of Interest from Mr. Lucero and Ms. Weaver and a Letter of Support from Linda Towle, Chairman for the Cortez Historic Preservation Board. Also attached is the letter from Ann Wilson Brown, Chairman of the Montezuma County Historical Society, nominating their candidate Darren Uptain to represent the Montezuma County Historical Society on the Cortez Historic Preservation Board.

RECOMMENDATION

Council will consider appointing Orly Lucero to the Board of Adjustment and Appeals for a three year term and Rachel Weaver to the Cortez Historic Preservation Board for a three year term. Also, as requested by the Montezuma County Historical Society, that Darren Uptain be appointed as their representative on the Cortez Historic Preservation Board, replacing Patricia Lacey, for a three year term.

Attachments

Board Appointments
Darren Uptain Nomination

August 4, 2022

To Whom It May Concerned:

I Orly Lucero would like to be considered for the opening on the Board of Adjustments and Appeals. If you need more information, please let me know. Thank you for your time.

Orly Lucero

Rachel Weaver
RE/MAX Mesa Verde Realty
1640 E. Main Street
Cortez, CO 81321

City of Cortez City Council
123 E Roger Smith Ave
Cortez, CO 81321

Dear Cortez City Council,

I am writing to you to consider me as a member of the Historic Preservation board. I am a REALTOR with RE/MAX Mesa Verde Realty and would love to fill the open member-at large position.

The board has had a Realtor as a member in the past, and they have always found it helpful to. In addition to pulling tax records, access to MLS listings and sales on historic properties would be beneficial to the board's work.

I am a long-time resident of Cortez and Montezuma County. I am well-versed in historic sites and locations and would love to contribute to seeing these buildings preserved.

In addition to real estate I have worked in non-profits for 3 years and have a knowledge of grant writing, reporting, and securing funding opportunities.

Thank you for your consideration,

Rachel Weaver
RE/MAX Mesa Verde Realty



August 29, 2022

Cortez City Council
Cortez City Hall
123 Roger Smith Ave.
Cortez, CO 81321

I am writing to recommend that Realtor Rachel Weaver be appointed to the Cortez Historic Preservation Board to replace Cody Wells, whose term has expired. Rachel attended our August Board meeting and is very interested in joining the Board as an At Large member.

Our Board has found it helpful to have a local Realtor as a member of the Board to keep us abreast of sales of properties that are listed on the Cortez Register of Historic Sites, and those that are eligible but not yet listed. Its possible that a new owner would like to list a property even if the former owner did not.

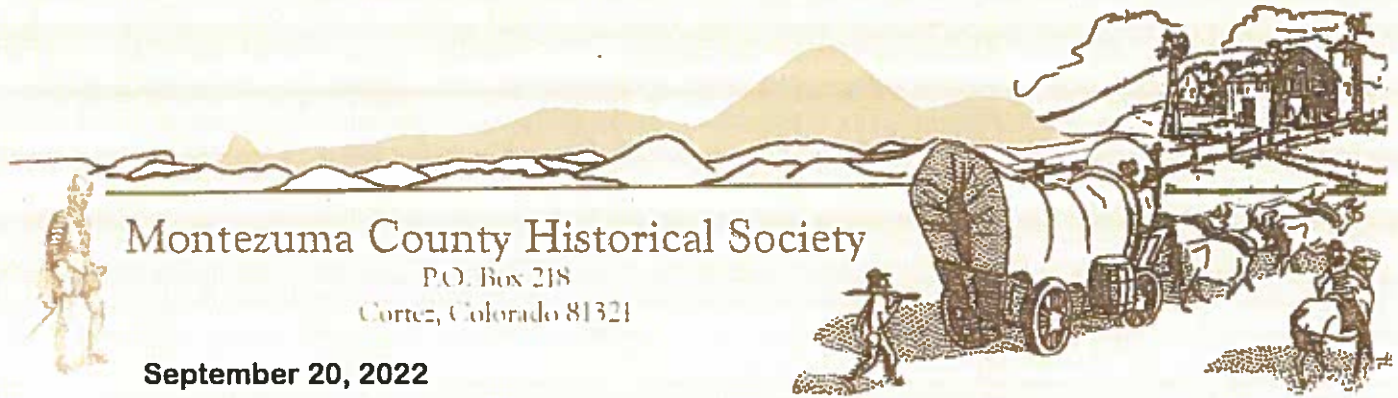
As Rachel mentioned in her letter of application, she has lived in Cortez for many years, has an interest in historic preservation, and has experience in grant writing. This would also be a benefit to the Board.

Please contact me if you would like additional information.

Sincerely,

Linda

Linda A. Towle
Chairman
970-565-3987



Montezuma County Historical Society

P.O. Box 218
Cortez, Colorado 81321

September 20, 2022

City of Cortez
City Hall
123 Roger Smith Avenue
Cortez, CO 81321

RE: Representative to the Cortez Historic Preservation Board

Dear Honorable Council Members,

The Montezuma County Historical Society would like to nominate Darren Uptain to represent the Montezuma County Historical Society on the Cortez Historic Preservation Board beginning in September 2022. Mr. Uptain is new to our board but has a long family history in this county. He can provide additional background information to you if it is needed. We enjoyed the enthusiasm of Patricia Lacey over the past several years. Her dedication to working with both boards is to be applauded and respected.

We sincerely appreciate the continued cooperation between the Cortez Historic Preservation Board and the Montezuma County Historical Society.

Sincerely,

Ann Wilson Brown
Ann Wilson Brown, Chairman

Preserving Past History and Culture to Enhance the Future



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. e.

MEMO TO: Honorable Mayor and City Council

FROM: Vickie Haddix, General Services Secretary

SUBJECT: 2022 Library HVAC Equipment Bid Results

BACKGROUND

Please See Attached Memo

RECOMMENDATION

Council may consider making a motion to award the 2022 Library HVAC equipment bid to Trane at the bid amount of \$134,750.52.

Attachments

Library HVAC Equipment
Trane Bid



Item No: 430

Meeting Date: September 27, 2022

TITLE: 2022 LIBRARY HVAC EQUIPMENT BID RESULTS

SUBMITTING DEPARTMENT: GENERAL SERVICES

ATTACHMENTS: TRANE BID RESPONSE

BACKGROUND

The 2022 Capital Projects Budget provides for the replacement of the Cortez Public Library HVAC units. Because of the long lead times (11 Months) to receive the equipment the project will not be completed until 2023.

To keep the project moving forward ME& E and the City staff determined that getting the equipment on order earlier than later was the best way to coordinate scheduling of the work.

DISCUSSION

The City bid out the equipment and received bids on September 16, 2022. The bid received was a national cooperative bid from Trane Technologies and the Omni group. The City belongs to the Omni cooperative purchasing group. Please refer to the Trane bid for specifics. The following is an overview of the bid received.

<u>Vendor</u>	<u>Total Bid Price</u>
1. Trane Technologies	\$134,750.52

The individual price for each piece of equipment includes the 1-year manufacturer's warranty.

FISCAL IMPACTS

The equipment will not be paid for until they ship in 2023, and the Capital Project has been extended into the 2023 budget.

RECOMMENDATION

Council may consider making a motion to award the 2022 Library HVAC equipment bid to Trane at the bid amount of \$134,750.52.

Prepared By: Rick Smith, General Services Director

City Manager

HVAC UNITS

GENERAL INFORMATION

This is a material only bid. Installation bid will be on a future solicitation.

All items requested must be new manufacture, not refurbished.

Bids will only be accepted for the manufacturer and models listed, no exceptions.

A one year material and labor warranty shall be provided with all of the equipment listed.

ITEM LIST

#1 Rooftop unit #1 = Trane model YZC120F3RVA**DEC1A1B700A0000001000000000	<u>\$37,980.70</u>
#2 Rooftop unit #2 = Trane model YSJ120A3S0H**D1C0A2B300A000AA0000000000	<u>\$19,497.62</u>
#3 Rooftop unit #3 = Trane model YSJ120A3S0H**D0C0A2B300A000AA0000000000	<u>\$19,161.60</u>
#4 Rooftop unit #4 = Trane model YSJ120A3S0H**D1C0A2B300A000AA0000000000	<u>\$19,497.62</u>
#5 Mini Split Heat Pump HP1 Indoor Unit =Trane model TPKA0A0361KA70A	<u>\$4,994.15</u>
#6 Mini Split Heat Pump HP1 Outdoor Unit =Trane model TRUZH0361KA00NA	<u>\$4,994.15</u>
#7 VAV Box V1 = Trane model VCE08--*M0SY95A**0*0F2W0B02015**03500000	<u>\$2,085.61</u>
#8 VAV Box V2 = Trane model VCE06--*M0SY95A**0*0F2W0B01015**03500000	<u>\$2,052.74</u>
#9 VAV Box V3 = Trane model VCE08--*M0SY95A**0*0F2W0B02015**03500000	<u>\$2,085.61</u>
#10 VAV Box V4 = Trane model VCE10--*M0SY95A**0*0F2W0B03015**03500000	<u>\$2,156.76</u>
#11 VAV Box V5 = Trane model VCE08--*M0SY95A**0*0F2W0B02015**03500000	<u>\$2,085.61</u>
#12 VAV Box V6 = Trane model VCE06--*M0SY95A**0*0F2W0B01515**03500000	<u>\$2,054.27</u>
#13 VAV Box V7 = Trane model VCE16--*M0SY95A**0*0F2W0B06515**03500000	<u>\$2,384.58</u>
#14 RTU Curb adapter = CDI Custom Curb Adapters CDI part #13-4005-3105	<u>\$3,422.30</u>

cont. next page

ITEM LIST

Item #15 RTU curb adapter = CDI Custom Curb Adapters CDI part #13-4005-3105	<u>\$3,422.30</u>
Item #16 RTU curb adapter = CDI Custom Curb Adapters CDI part #13-4005-3105	<u>\$3,422.30</u>
Item #17 RTU curb adapter = CDI Custom Curb Adapters CDI part #13-4005-3110	<u>\$3,452.59</u>
TOTAL BID	<u>\$134,750.52</u>

VENDOR: TRANE

SUBMITTED BY: DEREK MCPHERREN

PHONE NUMBER: 970.773.0822

EMAIL: dmcpherran@trane.com

 9.16.22



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. f.

MEMO TO: Honorable Mayor and City Council

FROM: Vickie Haddix, General Services Secretary

SUBJECT: 4 Corners Rifle and Pistol Club Heating System

BACKGROUND

The 4 Corners Rifle and Pistol Club leases the property and building that are owned by the City of Cortez. The Club recently secured a grant to improve the heating system in the building. The old heating system is 50 years old. Comfort Air has looked at the system and proposes a new system that will meet the Club's needs.

RECOMMENDATION

Council may consider making a motion giving permission to the 4 Corners Rifle and Pistol Club to replace the heating system using the NRA grant and Club monies.

Attachments

22 Cortez Rifle & Pistol
Roger Letter



Item No: 423

Meeting Date: September 27, 2022

TITLE: 4 CORNERS RIFLE & PISTOL CLUB HEATING SYSTEM

SUBMITTING DEPARTMENT: GENERAL SERVICES

ATTACHMENTS: EMAIL FROM ROGER LAWRENCE

BACKGROUND

The 4 Corners Rifle and Pistol Club leases the property and building that are owned by the City of Cortez. The Club recently secured a grant to improve the heating system in the building. The old heating system is 50 years old. Comfort Air has looked at the system and proposes a new system that will meet the Club's needs.

DISCUSSION

The 4 Corners Rifle and Pistol Club is seeking the City's permission to replace the heating system with the grant. There will be no cost to the City as the grant and club monies will completely fund the project.

FISCAL IMPACTS

No cost to the City.

RECOMMENDATION

Council may consider making a motion giving permission to the 4 Corners Rifle and Pistol Club to replace the heating system using the grant and Club monies.

Prepared By: Rick Smith, General Services Director

City Manager

Rick Smith

From: Roger <rjl@fone.net>
Sent: Tuesday, September 13, 2022 7:04 AM
To: Rick Smith
Subject: Indoor Range Heating System

Rick,
I talked to you in May about the 4 Corners Rifle & Pistol Club wanting to replace the 50+ year old heating system in the Indoor Range building. We have received a grant to assist us in this project and want to proceed. Comfort Air has looked at the system and suggested new, updated heaters that are more efficient and safer. There will be no cost to the City of Cortez as the grant and club monies will completely fund the project.

We are prepared to award the project to Comfort Air and proceed, all we need is City approval todo so.

Roger Lawrence
Director
4 Corners Rifle & Pistol Club
rjl@fone.net (970) 560-5070



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. g.

MEMO TO: Honorable Mayor and City Council

FROM: Jeremy Patton, Airport Manager

SUBJECT: Lease Agreement with Denver Air Connection

BACKGROUND

Please See Attached Information.

RECOMMENDATION

Council will consider approving the Lease Agreement with Denver Air Connection for the use of the terminal and movement areas as described in the Lease Agreement.

Attachments

Memo on Denver Air Connection
Airline Agreement with Denver Air



Item No:
Meeting Date: 27 September 2022

TITLE: Council will consider approving a lease agreement with Denver Air Connection for the use of terminal and aircraft movement areas.

SUBMITTING DEPARTMENT: Airport

ATTACHMENTS: Lease agreement

BACKGROUND

Denver Air Connection was selected to be our next airline carrier by the Department of Transportation (DOT) earlier this year. As Boutique Air and Denver Air Connection are preparing to transition the use of our terminal and ramp area, we need a new agreement in place for the two-year period of 1 October 2022 to 30 September 2024.

DISCUSSION

The previous airline terminal lease agreement has been updated by the Airport Manager and City Attorney to reflect the legal description of operator Key Lime Air Corporation, d.b.a. Denver Air Connection, as well as fee updates and legalese structure. The remainder of 2022's lease rate will be prorated at the current lease rate of \$19.70 per square foot, then will be updated to account for the appropriate Consumer Price Index (CPI) inflation average for 2023 and 2024, respectively. Landing fees have also been updated to reflect the \$.05 per year increase.

FISCAL IMPACT

For the remainder of 2022, the airport fund will realize \$6,742.32 in lease revenue and up to \$5,353.92 in landing fees with flight completion rate of 99% in the heavier Metroliner aircraft. This is an approximate 58% increase in landing fees compared to Boutique Airlines operating a lighter PC-12 and a lower completion rate. 2023 and 2024 will reflect increases in revenue from inflation-adjusted lease and landing fee rates.

RECOMMENDATION

Staff recommends that City Council approve the lease agreement with Denver Air Connection for the use of the terminal and movement areas as described in the lease agreement.

Prepared By: Jeremy Patton, Airport Manager

City Manager

AIRPORT/AIRLINE AGREEMENT

THIS AIRPORT/AIRLINE LEASE AGREEMENT (this "Agreement") is made and entered into effective the 1st day of October, 2022 (the "Effective Date"), by and between Key Lime Air Corporation, a Colorado corporation, d/b/a Denver Air Connection, with its principal office located at 13252 E. Control Tower Road, Englewood, Colorado, hereinafter "AIRLINE," and the City of Cortez, Colorado, a Colorado home rule municipality, located at 123 Roger Smith Avenue, Cortez, Colorado, hereinafter "CITY."

In consideration of the sums of money to be paid for the services and facilities being offered, the adequacy of which is acknowledged, AIRLINE and CITY do hereby agree as follows:

I. OFFICE AND PUBLIC SPACE IN THE TERMINAL BUILDING

There is hereby leased to AIRLINE the exclusive use of 615 square feet of Freight/Operations space in the Terminal Building at the Cortez Municipal Airport (the "Airport"), 68 square feet of counter space, 393 square feet of security screening area, 293 square feet of baggage and operations space; totaling 1369 square feet. These leased areas are collectively referred to herein as the "Leased Premises." Also noted for AIRLINES' use is ramp space of undetermined footage for the use and storage of operations equipment, at no charge. Such uses shall include, without limitation, the sale of tickets, manifesting of passengers and cargo, screening passengers, and operations and communications. AIRLINE, its employees, passengers, guests, patrols and invites shall also have the use, in common with others, of any public space now available in the Terminal Building not otherwise leased to any third party including but not limited to: waiting rooms; restrooms; and auto parking space adjacent to the Terminal Building.

II. LEASE PAYMENT

AIRLINE agrees to pay to CITY for the Leased Premises in accordance with the rate schedule outlined in Appendix A, which is attached and made a part hereof by reference. If such payment is more than thirty (30) days late, a penalty payment in the amount of ten percent of the payment due shall be made by the AIRLINE. Failure to pay the penalty payment in addition to the rent amount due shall constitute default.

III. USE OF OTHER FACILITIES

AIRLINE shall have a right to use, in common with other aircraft carriers and private aircraft, the taxi strip, apron, and runway on the Airport, it being the understanding of the parties that such facilities are not leased to AIRLINE, but AIRLINE shall have a non-exclusive right to their use in common during the existence of this Agreement.

IV. LANDING FEE PAYMENTS

AIRLINE agrees to pay on a monthly basis to CITY for use of the taxi strip, apron, and runway, a sum computed upon all landings of AIRLINE's aircraft at the Airport in accordance with rate schedules as outlined in Appendix A, which is attached hereto and made a part hereof by reference. If such payment is more than thirty (30) days late, a penalty payment in the amount of ten percent of the payment due shall be made by the AIRLINE. Failure to pay the penalty payment, in addition to the landing fee payment due, shall constitute default.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period beginning on the Effective Date of October 1, 2022 and ending September 30, 2024, for a period of two (2) years (the "Term"). The Term is subject to AIRLINE continuing as the DOT selectee for Essential Air Service.

VI. COMPLIANCE WITH RULES AND REGULATIONS

AIRLINE agrees that during the Term of this Agreement, it will comply with all the rules and regulations of the Federal Aviation Agency, the Civil Aeronautics Board, and the rules and regulations promulgated by the Airport.

VII. NON-DISCRIMINATION

AIRLINE agrees that it shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, and regulations of Federal Agencies issued to implement such Act. The provisions of Title VI, Part 21 are as follows:

(1) No person on the grounds of race, color, national origin, or sex shall be excluded from participating in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation be amended. The Airline further agrees to comply with such enforcement procedures as the United States might demand that the Airport take in order to comply with the sponsor's assurances. Airline assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services of benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered sub-organizations provide assurances to the Airport that they similarly will undertake Affirmative Action Programs that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

VII. SECURING OF PREMISES

AIRLINE agrees that on the arrival or departure of any flights of aircraft owned by AIRLINE at a time when the Terminal Building is not open, that it shall have the duty of opening the Airport Terminal Building and to lock the Terminal Building after the last flight.

IX. CHANGE OF SCHEDULE PROHIBITED WITHOUT NOTIFICATION

AIRLINE agrees that at any time hereafter should the posted schedule of arrivals and departures be changed that such change shall not be implemented without first notifying the Airport Manager a minimum of seven days prior to such change.

X. SUBLEASING OR ASSIGNMENT OF RIGHTS PROHIBITED.

AIRLINE shall not sublease the Leased Premises, nor shall it assign any of the rights and privileges contained in this Agreement without the express written prior consent of CITY.

XI. INDEMNIFICATION AND REQUIRED INSURANCE

AIRLINE agrees to indemnify, defend, save and keep CITY, its elected officials, employees and assigns, harmless from any and all loss, expense, or liability, resulting from negligence of AIRLINE or any of its employees, agents or subcontractors, in their use and occupancy of the Leased Premises and the Airport, except that AIRLINE shall not be liable for loss and/or damage to CITY's property caused by fire or other hazards for which CITY has insurance under any extended coverage endorsement, including vandalism and or malicious mischief. CITY, to the extent allowed by law, agrees to defend, save and keep AIRLINE and its parent companies, subsidiaries and affiliates, harmless from any and all loss, expense, or liability resulting from negligence of CITY or any of its employees or agents in the maintenance or operation of the Airport, except as provided by law. AIRLINE agrees to obtain and keep in force throughout the term of this Agreement liability insurance with limits not less than \$10,000,000 for any one injury and not less than \$10,000,000 for any one accident, and not less than \$1,000,000 for property damage. AIRLINE shall furnish current certificates of insurance to CITY as regards fire or extended coverage endorsements, including vandalism and/or malicious mischief. CITY in no way waives, either expressly or impliedly, any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.

XII. MAINTENANCE OF AIRPORT BY CITY

CITY shall operate, maintain, and keep in good repair the Airport, Terminal Building, and all appurtenances, facilities, and services not or hereafter connected with the foregoing, and shall maintain and operate the Airport in all respects in a manner at least equal to the standards for airports of equal rating as issued by the Federal Aviation Agency, and in accordance with all rules and regulations of the Federal Aviation Agency. Without limiting the generality of the foregoing, the maintenance provided for herein shall include the keeping of runways, aprons, strips, and ramps free of snow and other obstructions insofar as reasonably possible.

XIII. SECURITY

CITY shall not be responsible for securing or safeguarding the premises. Law enforcement services are provided by Montezuma County.

XIV. MAINTENANCE OF PREMISES BY AIRLINE

AIRLINE shall maintain Leased Premises and ramp area in good repair, normal wear and tear, and fire excepted (provided, however, that AIRLINE shall not be obligated to repair any damages to such areas because of structural defects in the Terminal Building, nor shall AIRLINE be required to make any substantial repairs, which repairs were not occasioned by damage caused by AIRLINE. Damage to the Terminal Building and improvements therein due to carelessness in baggage cart handling shall be paid for by AIRLINE. Baggage carts are prohibited in the lobby area. AIRLINE shall ensure that the boarding doors are locked during flight operations to prevent damage occurring to the Terminal Building due to prop wash. Baggage carts, ladders, auxiliary power units, and other equipment shall be stored within AIRLINE's Leased Premises in a location and manner acceptable to the Airport.

XV. BUILDING BY AIRLINE REQUIRES PRIOR APPROVAL

AIRLINE shall not build on the Lease Premises or make any alterations or repairs to the same unless the consent of CITY has first been obtained in writing. In any such event, all building, improvements, alterations, and repairs shall be done at the expense of AIRLINE, unless otherwise agreed in writing by CITY, and AIRLINE shall not suffer or allow any lien for labor performed, or materials furnished, to be levied or placed against the Leased Premises. Upon expiration or termination of this Agreement, all permanent improvements made to or connected to the Terminal Building by AIRLINE shall become the property of CITY without further compensation from CITY to AIRLINE.

XVI. ASSIGNMENT CLAUSE

AIRLINE shall have the right to assign all or any part of its rights and interests under this Agreement to any affiliated air transportation company, or any successor to its business through merger, consolidation, voluntary sale or transfer of substantially all of its assets, with consent of CITY, which consent shall not be unreasonably withheld.

XVII. COVENANT NOT TO GRANT MORE FAVORABLE TERMS

CITY covenants and agrees not to enter into any lease, contract, or any other agreement with any other air transportation company containing substantially more favorable terms than this Agreement, or to grant to any tenant engaged in air transportation, rights or privileges with respect to the Airport that are not accorded to AIRLINE hereunder, unless the same terms, rights, and privileges are concurrently made available to AIRLINE. AIRLINE may at any time during the course of this Agreement request a meeting with the CITY to review the revenues being received under this Agreement and to review the expenses associated with the operation of the Airport.

XVIII. FORCE MAJEURE

Neither CITY nor AIRLINE shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemy, acts of superior government authority, weather conditions, riots, rebellion, sabotage, pandemic, or any other circumstances for which it is not responsible or that are not within its control.

XIX. QUIET ENJOYMENT

CITY represents that it has the right to lease the Airport, together with the facilities, rights, licenses and privileges herein granted, and that it has full power and authority to enter into this Agreement in respect thereof. CITY agrees that, on payment of the rent and performance of the covenants and agreements hereunder by AIRLINE, AIRLINE shall peaceably have and enjoy the Leased Premises and all rights and privileges of the airport, its appurtenances and facilities.

CITY agrees that in the event that the Leased Premises are destroyed or damaged by no fault of AIRLINE to such an extent that AIRLINE cannot continue operations, AIRLINE's rent will be reduced on a pro rata basis.

XX. TERMINATION

This Agreement may be terminated by any of the parties hereto upon thirty (30) day written notice to the other party and subject to applicable provisions of the Essential Air Service program of the Federal Aviation Administration.

XXI. DEFAULT

Should AIRLINE fail to perform any of the provisions of this Agreement, CITY may terminate this Agreement, and thereafter this Agreement shall have no further force and effect and the Leased Premises shall be delivered up to CITY upon demand. If AIRLINE shall remain in possession after default and demand as aforesaid, it shall be guilty of unlawful detainer and AIRLINE shall pay all costs, including reasonable attorney's fees, incurred in the recovery of the Leased Premises by CITY.

XXII. APPLICABLE STATE LAW AND VENUE

This Agreement shall be interpreted and applied in conformance with the laws of the State of Colorado. Should any legal action involving this Agreement be commenced, venue and jurisdiction shall lie in the State District Court of Montezuma County, State of Colorado.

XXIII. COLORADO RESIDENT EMPLOYMENT REQUIREMENT: AIRLINE shall comply with C.R.S. §8-17-101, as amended, which states:

(1) Whenever any public works project financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform at least eighty percent of the work. The governmental body financing a public works project shall waive the eighty percent requirement if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the project and if compliance with this article would create an undue burden that would substantially prevent a project from proceeding to completion. A governmental body that allows a waiver pursuant to this subsection (1) shall post notice of the waiver and a justification for the waiver on its website. A governmental body shall not impose contractual damages on a contractor for a delay in work due to the waiver process.

(2) As used in this article 17:

(a) "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex, gender, or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that the person has resided in Colorado for the last thirty days.

(b) "Public works project" has the same meaning as "public project" as defined in section 24-103-908 (1).

RESTRICTIONS ON PUBLIC BENEFITS: AIRLINE shall comply with C.R.S. §24-76.5-101, as amended, which states in part: *Therefore, the general assembly declares it is the public policy of the state of Colorado that we ensure that our state-funded programs are not denied to people based on their immigration status.*

XXIV. SEVERABILITY CLAUSE

Should any provision of this Agreement be declared to be unenforceable by a court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

XXV. AMENDMENTS

This Agreement may be amended from time to time by mutual written consent of CITY and AIRLINE.

In Witness Whereof, each party does hereby affix their signature and seal on dates noted.

CITY:

By: Rachel B. Medina, Mayor, City of Cortez

Date: _____

ATTEST:

Linda L. Smith, City Clerk

S E A L

AIRLINE:

By: Cliff Honeycutt, CEO
Key Lime Air Corporation, d/b/a Denver Air Connection

Date: _____

ATTEST:

By: _____

CORPORATE SEAL

APPENDIX A

Schedule of Payments for Terminal Space and Landing Fees - Cortez Municipal Airport

LEASED PREMISES PAYMENTS

Lease Payments are calculated in advance and are to be paid on a monthly in accordance with the schedule below. Invoices will be sent to AIRLINE but not later than the tenth day of the month. The AIRLINE shall remit the invoiced amount to CITY on or before the last day of the month.

October 1, 2022 – December 31, 2022 \$19.70 per square foot annual basis, for 1,369 square feet, \$2,247.44 monthly.

January 1, 2023 – December 31, 2023 TBD with CPI inflation adjustment

January 1, 2024 to September 30, 2024 TBD with CPI inflation adjustment

LANDING FEE PAYMENTS

Landing Fee Payments are calculated in arrears and will be based on the maximum gross certificated landing weight of AIRLINE'S aircraft landing at the Airport in the previous month. On the first business day of each month, AIRLINE shall present to the Airport the total landings for AIRLINE'S aircraft for the previous month. Based on the fee schedule below, the Airport shall invoice AIRLINE not later than the tenth day of the month. AIRLINE shall remit the invoiced amount to CITY on or before the last business day of the month.

October 1, 2022 to December 31, 2022

\$2.20/1000 lbs. Maximum aircraft landing weight of the airline aircraft in use.

January 1, 2023 to December 31, 2023

\$2.25/1000 lbs. Maximum aircraft landing weight of the airline aircraft in use.

January 1, 2024 to September 30, 2024

\$2.30/1000 lbs. Maximum aircraft landing weight of the airline aircraft in use.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. h.

MEMO TO: Honorable Mayor and City Council

FROM: Jeremy Patton, Airport Manager

SUBJECT: Ordinance No. 1312, Series 2022

BACKGROUND

Please see attached information.

RECOMMENDATION

Council will consider approving on first reading, Ordinance No. 1312, Series 2022, authorizing and approving an amendment to a ground lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport, and set for public hearing on October 11, 2022.

Attachments

Memo on Classic Air Lease Agreement
Ordinance 1312
Hangar Development Agreement
Hangar Drawing



City of Cortez
City Council
Agenda Memorandum



Item No:
Meeting Date: 27 September 2022

TITLE: Council will consider a land lease agreement for hangar development

SUBMITTING DEPARTMENT: Airport

ATTACHMENTS: Land Lease Agreement, Ordinance 1312, Series 2022- Amendment, Septic Area change exhibit

BACKGROUND

Classic Air Medical signed a lease agreement under ordinance 1301, Series 2022 on 14 June, 2022. Since then the architectural firm has reevaluated the area needed for a septic system and leech field to accommodate future crew quarters. A new property line has been requested.

DISCUSSION

Classic Air Medical is preparing to build a hangar that will sit on airport property as described in the land lease agreement. This will house a medical crew for a fixed-wing air ambulance that will provide EMS and interfacility transfers. In conjunction with the air ambulance helicopter based at Southwest Memorial Hospital, this will make up one of Classic's busiest bases of operations.

The original site plan was going to have a septic system to the west of the structure and a parking area to the northwest. In the new orientation, parking will be designed on the west face of the structure, with additional land to the south being added for a sufficient septic tank and leech field area. Coincidentally enough, there is an existing drainage area to the south of Classic's lot that makes it impractical to build another hangar within 25' of Classic's proposed hangar. After careful review with both parties' on-call engineering, it has been determined that this leech area is the most practical location.

FISCAL IMPACT

The current year lease rate of \$0.39 per square foot has been calculated and prorated for the remainder of 2022. The new rate for the additional leased area will be applied beginning in January 2023 as the hangar construction will continue into the new year. 2023 lease rate will increase according to the Consumer Price Index.

Current lease rate: 15,800 s.f. @ \$0.39/s.f.= \$6,162.00

New lease rate: 19,200 s.f. @ \$0.39/s.f.= \$7,488.00

RECOMMENDATION

Staff recommends that City Council consider, on first reading, an ordinance to adopt the amendment to the 40-year land lease agreement with Classic Air Medical's proposed fixed-wing hangar base.

Prepared By: Jeremy Patton, Airport Manager

City Manager

ORDINANCE NO. 1312
SERIES 2022

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

WHEREAS, the City Council of the City of Cortez Colorado and Classic Air Medical entered into that certain Airport Land Lease and Hangar Development Agreement dated June 14, 2022 (the "Lease"), as authorize pursuant to Ordinance No. 1301, Series 2022; and

WHEREAS, the City Council and Classic Air Medical desire to amend the Lease; and

WHEREAS, the City of Cortez Charter and State Statutes require that a lease or an amendment to a lease be approved by ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the Amendment to Airport Land Lease and Hangar Development Agreement attached hereto and incorporated herein as Exhibit 1 is approved and the Mayor is authorized to sign the 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.

FIRST READING: This ordinance shall be considered on first reading on September 27, 2022, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time the City Council shall consider authorizing the ordinance to be considered for a public hearing on second and final reading at a later date.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 11th. day of October, 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 27th DAY OF SEPTEMBER, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 11TH DAY OF OCTOBER, 2022.

CITY OF CORTEZ

ATTEST:

RACHEL B. MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK COLEMAN, CITY ATTORNEY

**AIRPORT LAND LEASE AND
HANGAR DEVELOPMENT AGREEMENT**

This Agreement made and entered into this 14th day of June, 2022, by and between the City of Cortez, Colorado, hereafter referred to as "City", and Classic Air Medical hereafter referred to as "Classic." The purpose of this agreement is a land lease for aircraft hangar construction and aeronautical use by Classic.

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

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

South Hangar Lot #9

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

Totalling 15,800 square feet of land leased.

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

Classic is authorized by the City of Cortez to construct a structure, the hangar, measuring 100 feet wide by 100 feet deep, on the premises. This agreement does not convey any ownership of the real property described above to Classic but is a ground lease only.

TERM

A. The term of this lease (initial term) shall be for a period of forty (40) years, beginning on July 1, 2022 and ending June 30, 2062 unless terminated as provided in elsewhere in this agreement. At the expiration or termination, of this lease all improvements will be removed by Classic, unless the lease is extended by mutual agreement to the parties, or City and Classic mutually agree that any improvement constructed by Classic remain on the premises with ownership of any and all improvements on the premises transferring to City at the final termination of this lease.

1

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

RENT

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

USE OF LEASED PREMISES

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

COMPLIANCE WITH LAWS AND REGULATIONS

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

CONSTRUCTION

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

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

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

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

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

TITLE OF DESIGNATED IMPROVEMENTS TO REVERT

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

INSURANCE

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

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

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

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

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

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

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

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

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

RIGHT OF ACCESS

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

ASSIGNABILITY

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

or Classic's ownership interest necessary to control Classic.

ABANDONMENT

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

TERMINATION OF LEASE

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

MAINTENANCE

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

AIRPORT RESPONSIBILITIES

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

ENFORCEMENT

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

INDEMNIFICATION OF CITY

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

MODIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY: Rachel Medina
Mayor Rachel B. Medina
123 Roger Smith Avenue
Cortez, CO 81321

CLASSIC: _____
Address: _____

ATTEST: [Signature]
City Clerk

ATTEST:





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

September 27, 2022

Agenda Item: 7. i.

MEMO TO: Honorable Mayor and City Council

FROM: Drew Sanders, City Manager

SUBJECT: Dolores River National Conservation Area and Special Management Area Letter of Support

BACKGROUND

Please see attached letter.

RECOMMENDATION

Council will consider approving a Letter of Support for the Dolores River National Conservation Area and Special Management Area and authorize the Mayor to sign the Letter.

Attachments

Letter of Support



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

Rachel Medina, Mayor

September 13, 2022

Honorable Michael Bennet
U.S. Senator
c/o 835 E. 2nd Avenue, #206
Durango, Colorado 81301

RE: Dolores River National Conservation Area and Special Management Area

Dear Senator Bennet,

The City of Cortez would like to express support for the Dolores River National Conservation Area and Special Management Area Act. The Act, being the result of many local diverse interests coming together to study the issues of the Dolores River corridor, ensures protection and management for the natural resources and the area that align with the views and needs of the City of Cortez.

Cortez is a diverse community that relies on the Dolores River and surrounding landscape for water, agriculture, recreation, industry, and tourism, and is the largest municipality located in Montezuma County. The City would greatly benefit from the designations proposed by the legislation in regard to maintaining the desired lifestyle of our residents and the future growth and development of our region. Given the strong community desire for protections for the Dolores River landscape and the bi-partisan nature of the proposal, we support the bill moving quickly through the congressional process.

We appreciate all the time and effort you and our local working groups have spent over the years helping to develop this proposal that will protect the Dolores River and its users. Please let us know how we can help further this legislation.

Respectfully,

Rachel Medina
Mayor, City of Cortez