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CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, OCTOBER 11, 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 for September 27, 2022.
- b. Approval of the Expenditure List for October 11, 2022
- c. Approval of a Retail Marijuana Cultivation Facility for THA Corporation, DBA The Herbal Alternative, 10194 Highway 49, Cortez.
- d. Approval of a renewal Tavern Liquor License for Purple Sage Rib Co. & Saloon LLC, DBA Purple Sage Rib Co., located at 2591 East Main Street, Cortez.
- e. Approval of a renewal Beer and Wine Liquor License for Jodi Jahrling, DBA Zu Gallery, located at 48 West Main Street, Cortez.
- f. Approval of a Change in Premise application for Blondies Trophy Room LLC, DBA Blondies Trophy Room, located at 45 East Main Street, Cortez.

3. PUBLIC PARTICIPATION

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

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

4. PRESENTATIONS

- a. The MCHS Girls and Boys Golf Team will be presented a donation contributed by City employees during their Annual Golf Tournament.
- b. Presentation regarding current City debt position and possible debt retirement.

5. PUBLIC HEARINGS

a. Ordinance No. 1312, Series 2022

Council will consider approving on second and final reading 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.

**Presenter:** Jeremy Patton, Airport Manager

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. Bid Award for 2022 Jury Room Addition

Council will consider awarding the 2022 Jury Room Addition to WCA Construction LLC at the bid amount of \$181,250.00.

**Presenter:** Rick Smith, General Services Director

b. Ordinance No. 1305, Series 2022

Council will consider approving on first reading Ordinance No. 1305, Series 2022, an ordinance amending the City of Cortez Land Use Code, Section 3.05, Food Truck/Mobile Vender, and set for public hearing on October 25, 2022.

**Presenter:** Contract City Planner Nancy Dosdall

c. Ordinance No. 1311, Series 2022

Council will consider approving on first reading Ordinance No. 1311, Series 2022, an ordinance amending the City of Cortez Land Use Code Section 2.02, Definitions, 3.06, 3.09, 3.10, and 3.14, to create definitions and increase density in the zones for Affordable and Workforce Housing, and set for public hearing on October 25, 2022.

**Presenter:** Contract City Planner Nancy Dosdall

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Council will adjourn to Executive Session for discussion of a personnel matter under C.R.S. Section

24-6-402(4)(f)(I) and not involving: any specific employees who requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. Council will hold discussion on an employee matter.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

--For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) 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

October 11, 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 for September 27, 2022.

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**Attachments**

Worksession Minutes for September 27, 2022

Agenda Minutes for September 27, 2022

CITY COUNCIL  
REGULAR WORKSHOP  
TUESDAY, SEPTEMBER 27, 2022  
5:45 p.m.

1. The worksession was called to order at 5:45 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 Chief of Police Vern Knuckles, Director of Public Works Brian Peckins, Human Resources Director Matt Cashner, Library Director Isabella Sharpenstein, Director of General Services Rick Smith, Director of Finance Kelly Koskie, Director of Community and Economic Development Rachael Marchbanks, Contract City Planner Nancy Dosdall, IT Technician Kyle Kuhn, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were eight people present in the audience.
2. Director of Community and Economic Development Marchbanks spoke about the award given to the Cortez Historic Preservation Board from the National Association of Preservation Commissions. She spoke about the work which has been accomplished by the all volunteer Cortez Historic Preservation Board including the receipt of ten grants used towards completion of an intensive inventory of historic properties in the community. She stated that the first inventory was completed in 2011 of the Original Townsite of Cortez and the current grant is for 17 properties in the auto/tourism field. A picture was taken with board members and City Councilmembers holding the award. Ms. Towle spoke about the current grant that includes inventory of the auto/tourism properties in the community and she shared pictures of various properties (hotels/motels/gas stations) that would most likely qualify for historic designation. She also spoke about several signs that have been designated historic already in the community. She commented that an owner of a historic property can contact the board to find out more information on how their property could be designated. Mayor Medina thanked Ms. Towle and the Historic Preservation Board members for their hard work on gathering the information on the history of Cortez and sharing it with the community.
3. Human Resources Director Matt Cashner, Library Director Isabella Sharpenstein, City Clerk Linda Smith, Chief of Police Vernon Knuckles, Director of General Services Rick Smith, and Director of Finance Kelly Koskie made presentations to City Council on the highlights of each of their departments. Councilmember DeHaven asked that some of the great accomplishments of the City (such as the solar program/budget) be included on the web site/social media so the citizens can see what their tax dollars are paying for.
4. General Council Discussion. Discussion was held on the Council meeting that will be held on November 8, 2022, which is Election night. More discussion will be held on whether to move the meeting to another night/cancel the meeting/or other options.

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

CITY COUNCIL  
REGULAR MEETING  
TUESDAY, SEPTEMBER 27, 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 Kyle Kuhn, Airport Manager Jeremy Patton, 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 Dosdall, Director of Community and Economic Development Rachael Marchbanks, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were fifteen 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 September 13, 2022.
  - b. Approval of the Expenditure List for September 27, 2022.

Councilmember Keefauver 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 Citizen Participation.

Susan Kemnitz, 511 South Cedar Street, thanked the City and the Finance Department for the good job on the budget noting that it is good to know the City is trying to watch the finances because the rest of the people are really tightening their belts. She spoke about hearing that the Library is still trying to have the drag queen program and she commented that the program does not belong in the Library.

The following citizens spoke about the skateboard park: Daniel Fields, Anthony Saiz, Namicen

Jackson, Nathaniel Temple, Chase, Dorion, and Chris. Each of the speakers commented how the white paint that was recently painted on the skateboard park has made the park dangerous and that the paint is reflective in the sun and makes it hard to see. Jordan Romes commented that the City should improve the skate park as it is used by a lot of people and is one of the free programs offered to kids in the community. She stated that the white paint is very dangerous as it is bad for depth perception. She commented that the skateboard community should be consulted on changes to the park as they are really valuable to the discussion and that the kids have a connection to the art that was in the skate park. Mayor Medina thanked everyone for coming and asked if the contact numbers for the speakers could be collected so that they can be contacted for future discussion on the skate park. Councilmember Keefauver stated that the speakers are the best advocates for the skate park and when the park is opened for artists to paint again, it is important that people paint things that are cool and not paint things that are inappropriate.

4. PRESENTATIONS – None.

5. PUBLIC HEARINGS

a. Ordinance No. 1310, Series 2022. Contract City Planner Dosdall stated that Ordinance No. 1310, Series 2022, is being presented on second reading and amends the City of Cortez Land Use Code Section 3.05, Use Regulations regarding child care facilities, large home based. She commented that 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 noted that 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. Currently large home based child care facilities (12 or less children) are allowed through the conditional use process which Contract City Planner Dosdall noted can take up to three months to complete. Mayor Medina opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember DeHaven moved that Council approve on second reading Ordinance No. 1310, Series 2022, amending the City of Cortez Land Use Code Section 3.05 – Use Regulations regarding child care facilities, large home based. 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

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Resolution No. 27, Series 2022. Contract City Planner Dosdall stated that Resolution No. 27, Series 2022, approves a minor subdivision of an amended plat of Tract A, Lot 2, per re-subdivision of Lot 2 Russell Subdivision as AKC Townhomes. She stated that Candelaria Construction Inc., applicant, has submitted an application for a Minor Subdivision to divide a recently constructed triplex into three separate ownerships for individual sale. The tri-plex is located at 1408 North

Mildred and zoned Residential Multi-Family (R-2). She reviewed Land Use Code Section 6.11(a) regarding the regulations for a minor subdivision and noted that the existing structure meets all code/zoning requirements. She stated that staff recommends approval through Resolution No. 27, Series 2022, with two conditions.

Councilmember DeHaven moved that Council approve 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, with two conditions. 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

b. Resolution No. 28, Series 2022. Contract City Planner Dosdall stated that Resolution No. 28, Series 2022, approves 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. She stated that the Russell Cortez Rental Properties LLC, applicant, submitted an application for a Minor Subdivision to adjust the boundary between two adjacent properties located at 428 East Coronado Avenue and Empire Street. The properties total 1.91 acres and are zoned Residential Multi-Family (R-2). No comments were received from any agencies and the proposal meets the requirements of Land Use Code Section 6.11(a). She stated that staff recommends approval through Resolution No. 28, Series 2022, with two conditions.

Councilmember DeHaven moved that Council approve 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, with two conditions. 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

c. Ordinance No. 1303, Series 2022. Contract City Planner Dosdall stated that Ordinance No. 1303, Series 2022, amends the City of Cortez Land Use Code, Section 3.05, Use Regulations regarding dwelling, accessory unit (ADU's). She stated that the ordinance is being presented on first reading to City Council and noted that the Planning and Zoning Commission has been working on the ordinance for some time. She spoke about the recommended code amendments for the accessory dwelling units (referred to as a mother-in-law apartment, alley home, garage flat, etc.) noting that they would be considered a subordinate to the principal unit or part of the house. An ADU would have a separate entrance and includes a kitchen, sleeping area, bathroom, and living area. Contract City Planner Dosdall commented that an ADU is not a duplex and cannot be sold separately and would always remain under one ownership. She spoke about the benefits of ADU's noting that they provide affordable housing and housing for niche markets such as empty nesters, young people just starting out, care givers, and/or the disabled. She reviewed statistics from the City of Durango on Accessory Apartments (as ADU's are referenced to in their community) noting that the rent is affordable for today's market. She commented on concerns with ADU's noting that there would be a loss of green space and possibly a loss of privacy for neighbors, as well as

parking, noise and emergency access concerns. Contract City Planner Dosdall reviewed the existing regulations from the Cortez Land Use Code Section 3.05 (22) noting that RE and R-1 currently allow ADU's as a conditional use. Discussion was held on the restrictive nature of the current City regulations on ADU's. Contract City Planner Dosdall noted that the average home size in Cortez is not all that large and commented that Planning and Zoning Commission is recommending the removal of the 20% requirement for lot size. She stated other recommended changes include the allowance of ADU's in the R-2 and MH zones; however, ADU's would only be allowed with an approved conditional use permit. She commented that two parking spaces would be required but allowed to be tandem and the property owner would be required to live on the property (either in the ADU or the primary home). She reviewed the comments that were received from public outreach on ADU's.

Discussion was held by Council on the recommendations with comment made that ADU's should be allowed in any zone in the City that residential units are allowed, including NB and CBD district. Discussion was also held on the parking requirements, short term or long term rental of the ADU's, lot coverage, size of the ADU's, amount of people allowed to live in an ADU, and if the ADU process should be through the conditional use permit or allowed as a use by right. Councilmember Keefauver asked if any one has communicated with the Cortez Sanitation District about the increase of use and the availability of sewer service. Contract City Planner Dosdall stated that the ADU's shouldn't have much affect on the utility providers. Council agreed that the verbiage for the ADU's should be clear and easy to understand and that the ADU's would offer different housing inventory in the community. City Attorney Coleman spoke about the options that Council has regarding tabling, denying, and/or moving the ordinance forward. He noted that it is helpful to have an ordinance that Council mostly agrees upon before the public makes comment and a final version is approved. Council agreed that they do not want to rush the ordinance through and would like to allow Council to offer their input on the regulations before the ordinance is prepared for a public hearing.

Councilmember Dobry moved that Council table Ordinance No. 1303, Series 2022, amending the City of Cortez Land Use Code, Section 3.-05, Use Regulations regarding dwelling, accessory unit (ADU), and that the regulations for ADU's be reviewed by Council at the October 11, 2022, worksession. 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

d. Appointment of Orly Lucero to the Board of Adjustment and Appeals and Rachel Weaver and Darren Uptain to the Cortez Historic Preservation Board. City Clerk Smith stated that Council interviewed Ms. Weaver at the last Council worksession and Ms. Weaver is being recommended for the open position on the Cortez Historic Preservation Board. Also, the Montezuma County Historic Society recommended that Darren Uptain be appointed to the Cortez Historic Preservation Board. Orly Lucero is being recommended for appointment to the Board of Adjustment and Appeals. City Manager Sanders stated that staff recommends that the applicants be appointed following their background checks being completed. Mayor Medina thanked the applicants for offering to serve on the various boards.

Councilmember Dobry moved that Council appoint 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, Darren Uptain be appointed as their representative on the Cortez Historic Preservation Board for a three year term, with the stipulation that their backgrounds checks are completed. 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

e. 2022 Library HVAC Equipment Bid Results. Director of General Services Smith stated that staff and ME&E, Mechanical Engineer Company for the project, has suggested that, to keep the replacement of the Cortez Public Library HVAC units moving forward, the City order the equipment for the project which could take up to eleven months to be delivered. One bid was received from Trane Technologies at a bid price of \$134,750.52. Director of General Services Smith stated that the equipment will not be paid for until the equipment is shipped in 2023 and funding will come from the Capital Project Budget. Discussion was held on why the City only received one bid. Director of General Services Smith stated that the bid was received from Omni cooperative which the City is a member of. In answer to a question from Councilmember Dobry, Director of General Services Smith stated that there are two different HVAC manufacturers (Trane and Carrier) and the local installers for HVAC systems sell both of the units so there should not be any issue on pre-ordering the units.

Councilmember Keefauver moved that Council award the 2022 Library HVAC equipment bid to Trane Technologies at the bid amount of \$134,750.52. 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

f. 4 Corners Rifle and Pistol Club Heating System. Director of General Services Smith stated that the 4 Corners Rifle and Pistol Club leases property from the City and would like to improve the heating system in the building that they lease. He noted that the current heating system is 50 years old and Comfort Air has looked at the system and is proposing a new system that will meet the Club's needs. Roger Lawrence, representing the 4 Corners Rifle and Pistol Club, stated that the members continue to maintain and repair the building when needed and noted that the current heating system is inefficient and needs to be replaced. He stated that the heating system replacement will be paid for by an NRA grant and members of the club. He stated that a working party will be pressure washing and painting the building in October and it is hopeful the restrooms will be upgraded next year. In answer to a question from Councilmember Dobry, City Attorney Coleman stated that the lease states that all improvements shall be completed by the 4 Corners Rifle and Pistol Club. Mr. Lawrence stated that they keep the City informed on any maintenance items they complete in the building and receive the proper permits prior to any changes.

Councilmember Spruell moved that Council give permission to the 4 Corners Rifle and Pistol Club to replace the heating system using the NRA grant and Club monies. 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

g. Lease Agreement with Denver Air Connection. Airport Manager Patton stated that Denver Air Connection is beginning their transition to flying planes in and out of Cortez beginning Saturday, October 1, 2022. He stated that City Attorney Coleman reviewed the previous agreement with Boutique Air and made appropriate changes to the new agreement with Denver Air Connection (owned by Key Lime Air Corporation) for use of the transition area of the terminal and the ramp area. He stated that the appropriate rates have been incorporated into the Lease Agreement with the Airport fund receiving \$6,742.32 in lease revenue and up to \$5,353.92 in landing fees in 2022. He stated that the agreement would be for a period of two years, beginning October 1, 2022 to September 30, 2024. The 2023 rates would be based on CPI increases. It was noted that Denver Air Connection participated in the 'Fly In' that was recently held at the Airport.

Councilmember DeHaven moved that Council approve the Lease Agreement with Denver Air Connection for use of the terminal and movement areas as described in the Lease Agreement. 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

h. Ordinance No. 1312, Series 2022. Airport Manager Patton stated that Ordinance No. 1312, Series 2022, authorizes and approves an amendment to a ground lease with Classic Air Medical for construction of an aircraft hangar at the Cortez Municipal Airport. He stated that Classic Air Medical signed a lease agreement under Ordinance No. 1301, Series 2022 on June 14, 2022, and since then the architectural firm has re-evaluated the area needed for a septic system and leech field to accommodate future crew quarters. He stated that Classic Air has requested a new property line. Their facility has housed a medical crew for a fixed-wing air ambulance that will provide EMS and interfacility transfers. Airport Manager Patton stated that 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. Airport Manager Patton stated that after review with both parties' on-call engineering, it has been determined that the proposed leech area is the most practical location. He stated that 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. The fees for 2023 will be determined by the CPI (Consumer Price Index) rates. Discussion was held on when the new building would be in place which probably won't happen until spring of 2023.

Councilmember Keefauver moved that Council approve 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. 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

i. Dolores River National Conservation Area and Special Management Area Letter of Support. City Manager Sanders stated that the Letter of Support for the Dolores River National Conservation Area and Special Management Area was prepared by staff on City letterhead. Should Council approve the letter, it will be sent to Senator Bennett's office

Councilmember Dobry moved that Council approve a Letter of Support for the Dolores River National Conservation Area and Special Management Area and authorize the Mayor to sign the letter. 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

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY'S REPORT

a. Budget/CML Conference. City Attorney Coleman apologized for missing the 2023 budget discussion held with City Council on Saturday, September 24, 2022. He stated that he was in attendance at the CML Municipal Attorney Conference that was held in Grand Junction. He noted that the conference allows for discussion with colleagues from around the State on what they are doing and ideas on how to handle a variety of issues. He thanked Council for allowing him to attend.

10. CITY MANAGER'S REPORT

a. 2023 Budget/Community Support Grant Deadline/Clean-Up Week. City Manager Sanders stated that City Council and leadership staff met at an open meeting on Saturday, September 24, 2022, to discuss the annual budget for fiscal year 2023. He noted that the budget will be available in draft form on the City's website under ClearGov and comments from the public will be received through October 11, 2022, prior to preparing the budget for first reading on October 25, 2022. Included in the proposed budget is the plan to retire City debt in 2023. City Manager Sanders is working with the Finance Director to ensure that all the details are worked out in advance and the impacts will be fully understood. He stated that the City Community Support Grant requests will be received through October 14, 2022, at 5:00 p.m. and the grant forms can be found on the City website. He noted that the City's clean-up week is this week through Friday.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Mayor Medina stated that during the worksession an award was given to the Cortez Historic Preservation Board from the National Association of Preservation Commissions. The latest historic grant was reviewed and information was shared on historic properties in the City that have historic designation. Presentations were given by Department Heads as follows: Human Resources Director Matt Cashner, Library Director Isabella

Sharpenstein, City Clerk Linda Smith, Chief of Police Vern Knuckles, Director of General Services Rick Smith, and Director of Finance Kelly Koskie.

b. Bridge Shelter Board. Councilmember DeHaven met with the Bridge Shelter Board on September 14, 2022, and discussion was held on the opening of the shelter which is scheduled for October 16, 2022. She stated that if anyone is interested in volunteering, there is always room.

c. Golf Advisory Board. Councilmember Spruell stated that the next meeting is on September 26, 2022, and a walk through of the course is planned.

d. Parks, Recreation, and Forestry Advisory Board. Councilmember Keefauver stated that the Parks, Recreation, and Forestry Advisory Board met on September 16, 2022, with discussion held on the budget priorities. Employees of each divisions of the Parks and Recreation Department gave an overview of their latest happenings.

d. Mesa Verde Country Board Meeting. Mayor Medina stated that discussion at the Mesa Verde Country Board Meeting included tourism impacts and future ideas for tourism attraction. Also, the 2023 Budget was discussed.

e. Indian Health Services/CML District Meeting/Comments on 2023 Budget. Mayor Medina stated that Indian Health Services (IHS) has started a service in the community that includes a street medicine program. Every Tuesday, IHS is in Cortez and helping people that are out on the streets or those that do not feel comfortable going into institutions. Today the group was at Grace's Kitchen. Mayor Medina noted that tomorrow she and other Councilmembers and staff will be attending the CML District 9 meeting being held in Pagosa Springs. She stated that Council met with staff on Saturday, September 24, 2022 to review the 2023 proposed budget which is being prepared for first reading on October 25, 2022. Comments will continue to be received through ClearGov or citizens may email Council or City staff.

12. OTHER ITEMS OF BUSINESS – None.

13. PUBLIC PARTICIPATION – None.

Councilmember Dobry moved that the regular meeting be adjourned a 9:26 p.m. 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

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Rachel B. Medina, Mayor

ATTEST:

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Linda L. Smith, City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 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 October 11, 2022

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**Attachments**

Expenditure List

## EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 30, 2022

Department	Vendor Name	Description	Amount
Human Resources	AT&T MOBILITY	PHONE	\$ 55.34
	AMAZON CAPITAL SERVICES	Dark Blue Classification Folders, 2 Divider, 2 Ex	\$ 323.00
	STAPLES ADVANTAGE	831663 Scotch TP3854-20 Laminating Pouches	\$ 17.18
		Total	\$ 395.52
City Manager	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - HOLLEMAN	\$ 115.00
		Total	\$ 115.00
Finance	GOVOS INC	ONLNE PAYMENT PROCESSING AUG 2022	\$ 835.47
		Total	\$ 835.47
Events	LOVE ON A HANGER	BEAUTIFICATION GRANT	\$ 89.07
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 64.69
		Total	\$ 153.76
Library	GEYER INSTRUCTIONAL PRODUCTS	4 X 8 CORK ROLL	\$ 56.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.14
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.69
	INGRAM LIBRARY SERVICES	BOOKS	\$ 16.70
	INGRAM LIBRARY SERVICES	BOOKS	\$ 24.39
	INGRAM LIBRARY SERVICES	BOOKS	\$ 106.19
	INGRAM LIBRARY SERVICES	BOOKS	\$ 538.96
	INGRAM LIBRARY SERVICES	BOOKS	\$ 539.76
	INGRAM LIBRARY SERVICES	BOOKS	\$ 797.34
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 72.00
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 396.10
		Total	\$ 2,614.35
Building Maint	AMAZON CAPITAL SERVICES	Surkat Drain Cleaner 7pc Combo Cutter Head S	\$ 14.58
		Total	\$ 14.58
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES SEP 2022	\$ 2,300.00
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 141.00
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 172.87
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 124.76
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 328.74
		Total	\$ 3,067.37
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2	\$ 2,501.00
	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2	\$ 2,501.00
	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center 2	\$ 2,501.00
	STERICYCLE INC.	HAZARDOUS WASTE SERVICE	\$ 36.47
	CENTURYLINK	PHONE SERVICE	\$ 84.40

## EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 30, 2022

Department	Vendor Name	Description	Amount
		Total	\$ 7,623.87
Police Department	AT&T MOBILITY	PHONE	\$ 79.48
	AXON ENTERPRISE	Axon Core + Plan, Respond Device Plus, Redac	\$ 66,456.00
	AXON ENTERPRISE	Evidence.com	\$ 3,264.00
	AXON ENTERPRISE	Interview room	\$ 3,376.00
	SIRCHIE	BIO HAZARD LABELS	\$ 12.67
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES SEP 2022	\$ 1,499.58
	CENTURYLINK	PHONE SERVICE	\$ 58.75
	CENTURYLINK	PHONE SERVICE	\$ 78.38
	CENTURYLINK	PHONE SERVICE	\$ 127.66
	PITNEY BOWES GLOBAL FINANCIAL SERV	EQUIPMENT RENTAL	\$ 186.33
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 184.62
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 3,015.70
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 109.47
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 190.94
	KONICA MINOLTA BUSINESS SOLUTIONS	Blanket PO for copiers	\$ 356.72
		Total	\$ 78,996.30
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 336.00
	ATMOS ENERGY	GAS SERVICE	\$ 49.04
		Total	\$ 385.04
Public Works	TNP-TEX/NM	AD IN FARMINGTON DAILY TIMES	\$ 679.64
	AT&T MOBILITY	PHONE	\$ 229.23
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 9,815.02
		Total	\$ 10,723.89
Golf Course Maint	SOUTHWEST WEED CONTROL	Clearsurf 90, price per pint	\$ 95.00
	SOUTHWEST WEED CONTROL	Hardball, price per pint	\$ 886.32
	SOUTHWEST WEED CONTROL	Herbicide application on irrigated Turfgrass, b	\$ 935.00
	SOUTHWEST WEED CONTROL	Confront, price per pint	\$ 1,980.00
	AT&T MOBILITY	PHONE	\$ 53.22
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 2,189.28
	R & R PRODUCTS INC.	R500593 JD 9009A Mulcher Blade	\$ 339.00
		Total	\$ 6,477.82
Parks	AT&T MOBILITY	PHONE	\$ 118.55
	CENTURYLINK	PHONE SERVICE	\$ 65.93
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 169.25
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,477.93
	INTERMOUNTAIN FARMERS ASSOC.	POULTRY BEDDING	\$ 95.94
	SLAVENS TRUE VALUE	WATER	\$ 2.20
	SLAVENS TRUE VALUE	FASTENERS, LIQUID NAIL	\$ 10.83
	SLAVENS TRUE VALUE	BATTERIES	\$ 25.47

## EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 30, 2022

Department	Vendor Name	Description	Amount
	SLAVENS TRUE VALUE	GLOVES, OIL	\$ 28.43
	SLAVENS TRUE VALUE	STAIN	\$ 83.12
	THE PLUMBING STORE	COUPLING	\$ 3.69
	THE PLUMBING STORE	GALV NIPPLE	\$ 7.32
	THE PLUMBING STORE	THREAD SEALANT	\$ 8.05
	AMAZON CAPITAL SERVICES	VACUUM BREAKER, BACKFLOW REPAIR KIT	\$ 2,093.23
	FERGUSON WATERWORKS #1116	BACKFLOW PREVENTER	\$ 652.80
		Total	\$ 4,842.74
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	Blanket PO - Planning Services until End of the	\$ 9,197.50
	AT&T MOBILITY	PHONE	\$ 245.40
		Total	\$ 9,442.90
Shop	DIESEL TECHNOLOGY	READ ENGINE CODE	\$ 60.00
	FOUR CORNERS WELDING & GAS SUPPLY	Hardsurface electrodes 1/8,27.45"	\$ 27.45
	SENERGY PETROLEUM	Dyed diesel for Parks	\$ 1,902.40
	SENERGY PETROLEUM	86UL Gas for Service Center	\$ 6,343.16
	SENERGY PETROLEUM	Dyed diesel for Tanks 4&5	\$ 18,095.08
	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - SPARKS	\$ 115.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 85.64
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 3,465.32
	AMAZON CAPITAL SERVICES	Pilot 31021 Gel Pens, Blue	\$ 13.48
	XEROX CORPORATION	Blanket PO- C8045 AltaLink Color Copier, s/n 8	\$ 440.59
		Total	\$ 30,548.12
Technology	CENTURYLINK	PHONE SERVICE	\$ 71.66
	ALPINE SECURITY & ELECTRONICS	Installation - Animal Shelter	\$ 95.00
	ALPINE SECURITY & ELECTRONICS	DSC PG9WLSHW8 8 Zone to Power-G Convert	\$ 178.25
	ALPINE SECURITY & ELECTRONICS	DSC PG9WLSHW8 8 Zone to Power-G Convert	\$ 178.25
	ALPINE SECURITY & ELECTRONICS	QK9201-AK2P-840 Verizon LTE IQ 2Plus 2-1 P	\$ 606.87
	ALPINE SECURITY & ELECTRONICS	IQP4017KIT PG IQ Panel 4 Power-G Kit 2 door/	\$ 606.87
		Total	\$ 1,736.90
Streets	B & B CONCRETE, LLC	2022 Concrete Cost Share Project PW-22-04-S	\$ 14,541.95
	TRAUTNER GEOTECH	Blanket PO - Lab/Field Testing - 2022 Concrete	\$ 98.00
	TRAUTNER GEOTECH	Blanket PO - Lab/Field Testing - 2022 Mildred	\$ 634.00
	TRAUTNER GEOTECH	Blanket PO - Lab/Field Testing - 2022 Mildred	\$ 687.25
		Total	\$ 15,961.20
Equipment	SOUTHWEST AGRICULTURE	Kubota L6060HSRTC/LA1055/BH92 Tractor/Ba	\$ 66,173.07
		Total	\$ 66,173.07
Airport	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - STENTO	\$ 115.00
	LE PEW PORTA-JOHNS INC.	FLY-IN RENTAL	\$ 720.00
	SLAVENS TRUE VALUE	CABLE, CLAMPS, FUSE	\$ 50.74

## EXPENDITURE LIST FOR WEEK ENDING SEPTEMBER 30, 2022

Department	Vendor Name	Description	Amount
		Total	\$ 885.74
Dispatch	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - KELSO	\$ 115.00
	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - DOLLAR	\$ 115.00
	SOUTHWEST COLORADO TV	Electrical usage - Caviness Site	\$ 400.00
		Total	\$ 630.00
Rec Center	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - POPE	\$ 115.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 9,686.17
	ATMOS ENERGY	GAS SERVICE	\$ 723.61
	LEATHER WORK INTERIORS	EQUIPMENT CUSHIONS	\$ 125.00
	WESTERN PAPER DISTRIBUTORS	CLEANER	\$ 134.75
	SLAVENS TRUE VALUE	PIPE	\$ 80.97
		Total	\$ 10,865.50
Water	GREEN ANALYTICAL LABS, INC.	LAB TESTING SERVICES	\$ 121.50
	MONTEZUMA WATER COMPANY	WATER 057371	\$ 265.20
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 297.10
	DPC INDUSTRIES, INC.	Blanket PO - Citric acid	\$ 6,042.00
	THATCHER CHEMICAL CO.	Blanket PO - Liquid Alum AL2	\$ 5,624.54
	NEW PIG CORPORATION	SKM404 Sump Skimmer 3 x 18" Socks	\$ 171.88
	CARAHSOFT TECHNOLOGY CORPORATION	2981-27-USD WaterCAD Standalone 1000 Pipe	\$ 1,802.00
	AT&T MOBILITY	PHONE	\$ 106.69
	HACH COMPANY	LXV445.99.10112 TU5300sc Low Range Laser T	\$ 23,788.80
		Total	\$ 38,219.71
Refuse	INNOVATION MEDICAL	PRE-EMPLOYMENT PHYSICAL - SUTHERLAND	\$ 115.00
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHES	\$ 199.96
		Total	\$ 314.96
Total			\$ 291,023.81

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
Municipal Court	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 1,379.10
		Total	\$ 1,379.10
City Clerk	OPEN MEDIA FOUNDATION	Open Media Project Training, Implementation,	\$ 3,000.00
	ANDY BROCK	3Q 2022 BENCHMARKING	\$ 120.00
	ANGELO MARTINEZ	3Q 2022 BENCHMARKING	\$ 120.00
	JASON GIACCHINO	3Q 2022 BENCHMARKING	\$ 120.00
	JASON GRAY	3Q 2022 BENCHMARKING	\$ 120.00
	JOSEPH YEN	3Q 2022 BENCHMARKING	\$ 120.00
	KOBY GUTTRIDGE	3Q 2022 BENCHMARKING	\$ 120.00
	LINDA SMITH	3Q 2022 BENCHMARKING	\$ 120.00
	LORI OLIVER	3Q 2022 BENCHMARKING	\$ 120.00
	MARISSA HURST	3Q 2022 BENCHMARKING	\$ 120.00
	ROGELIO MAYNARD	3Q 2022 BENCHMARKING	\$ 120.00
	SHANE FLETCHER	3Q 2022 BENCHMARKING	\$ 120.00
	STEPHON LOBATO	3Q 2022 BENCHMARKING	\$ 120.00
	TAYLOR MARSELL	3Q 2022 BENCHMARKING	\$ 120.00
	TYLER SMITH	3Q 2022 BENCHMARKING	\$ 120.00
	VANCE CARVER	3Q 2022 BENCHMARKING	\$ 120.00
	BRAND CENTRAL	CLOTHING	\$ 292.00
		Total	\$ 5,092.00
Library	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 43.57
	CITY OF CORTEZ	FIBER	\$ 3,503.40
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,681.03
	CORTEZ SANITATION DISTRICT	SEWER	\$ 43.00
	CITY OF CORTEZ	REFUSE	\$ 135.60
	CITY OF CORTEZ	WATER	\$ 32.01
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	NCSI	APPLICANT PROFILES	\$ 18.50
		Total	\$ 5,502.11
City Hall Operations	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 100.49
	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	SEWER	\$ 731.00
	CITY OF CORTEZ	REFUSE	\$ 192.95
	CITY OF CORTEZ	WATER	\$ 637.86
	OFFICE DEPOT	455939 Bunn 20115 Coffee Filters	\$ 30.40
	TUNA'S PLUMBING & HEATING LTD	Materials/Labor - Remove and replace pressur	\$ 1,480.00
		Total	\$ 3,772.34
Welcome Center	ORKIN EXTERMINATING-BRANCH #884	PEST CONTROL	\$ 110.00
	MONICA'S CLEANING SERVICE LLC	JANITORIAL SERVICE - SEP 2022	\$ 1,530.00
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 43.57
	CITY OF CORTEZ	FIBER	\$ 806.76

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 502.28
	CORTEZ SANITATION DISTRICT	SEWER	\$ 43.00
	CITY OF CORTEZ	REFUSE	\$ 94.80
	CITY OF CORTEZ	WATER	\$ 28.63
		Total	\$ 3,159.04
Police Department	AT&T MOBILITY	PHONE	\$ 132.09
	AXIS HEALTH SYSTEM	JAIL CONTRACCT	\$ 350.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 11.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 15.75
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 16.50
	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	\$ 22.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 22.00
	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	\$ 33.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 33.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 33.00
	CRYSTAL BRITE LAUNDRY	UNIFORM CLEANING	\$ 38.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning	\$ 55.00
	GALL'S LLC	Duty boot	\$ 127.00
	GALL'S LLC	Mens uniform pants	\$ 135.20
	GALL'S LLC	Shipping	\$ 2.04
	GALL'S LLC	Shipping	\$ 8.01
	GALL'S LLC	Universal swift sling	\$ 33.12
	GALL'S LLC	Nametags (3)	\$ 37.60
	GALL'S LLC	Accumold double mag pouch	\$ 46.23

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
	GALL'S LLC	Bianchi cuff case	\$ 73.14
	GALL'S LLC	Tranzport hoods (5 pack)	\$ 202.40
	MONTEZUMA COUNTY HEALTH DEPARTM	VACCINATIONS	\$ 35.00
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 75.00
	LORI OLIVER	REIMB PETTY CASH - A YOUNG EVIDENCE TO M	\$ 17.00
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 80.00
	LORI OLIVER	REIMB PETTY CASH - FOOD FOR JUVENILE TRA	\$ 9.77
	ALSCO (AMERICAN INDUSTRIAL)	MATS	\$ 126.03
	PITNEY BOWES PURCHASE POWER	POSTAGE	\$ 417.98
	CITY OF CORTEZ	FIBER	\$ 1,136.52
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 196.66
	CORTEZ SANITATION DISTRICT	SEWER	\$ 55.00
	CITY OF CORTEZ	REFUSE	\$ 218.30
	CITY OF CORTEZ	WATER	\$ 48.91
	OFFICE DEPOT	946034 Post-it 654-24 Sticky Notes	\$ 12.86
	OFFICE DEPOT	597050 Scotch 810-6PK 3/4 inch Clear Tape	\$ 25.46
	OFFICE DEPOT	790801 Pilot 31021 G2 Gel Pens, Blue, Dozen	\$ 26.88
	OFFICE DEPOT	568419 OD 39944-6PK 2 inch Clear Carton Sea	\$ 27.14
	OFFICE DEPOT	790761 Pilot 31020 G2 Gel Pens, Black, Dozen	\$ 107.52
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 16.93
		Total	\$ 4,367.54
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 144.00
	FOUR CORNERS M.A.S.H., LLC	SPAY, CASTRATION	\$ 204.00
	CITY OF CORTEZ	FIBER	\$ 650.20
	CORTEZ SANITATION DISTRICT	SEWER	\$ 71.00
	CITY OF CORTEZ	REFUSE	\$ 54.00
	CITY OF CORTEZ	WATER	\$ 62.43
	NCSI	APPLICANT PROFILES	\$ 18.50
		Total	\$ 1,204.13
Public Works	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 2,175.00
	FOUR CORNERS MATERIALS	HOT MIX MATERIAL	\$ 409.85
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 323.15
	CUSTOM PRODUCTS CORPORATION	DSQNPISH1C030 Sign face, NO THRU TRUCKS, 1	\$ 76.82
	CUSTOM PRODUCTS CORPORATION	Freight Estimate	\$ 123.90
	CUSTOM PRODUCTS CORPORATION	RPB412RF238 Jumbo 12 Round Cap for 2-3/8 P	\$ 314.50
	CUSTOM PRODUCTS CORPORATION	RPB412CF Jumbo 12 Cross Piece for Flat Blade	\$ 377.40
		Total	\$ 3,800.62
Outdoor Pool	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 49.22
	CITY OF CORTEZ	FIBER	\$ 323.80
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,314.19
	CORTEZ SANITATION DISTRICT	SEWER	\$ 119.00
	CITY OF CORTEZ	REFUSE	\$ 624.00

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
	CITY OF CORTEZ	WATER	\$ 65.60
		Total	\$ 2,495.81
Golf Pro	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services Pro Shop	\$ 95.99
	CORTEZ SANITATION DISTRICT	SEWER	\$ 175.00
	CITY OF CORTEZ	REFUSE	\$ 192.95
	CITY OF CORTEZ	WATER	\$ 140.17
		Total	\$ 604.11
Golf Course Maint	CITY OF CORTEZ	FIBER	\$ 563.80
	CORTEZ SANITATION DISTRICT	SEWER	\$ 55.00
	CITY OF CORTEZ	REFUSE	\$ 192.95
	CITY OF CORTEZ	WATER	\$ 35.39
		Total	\$ 847.14
Parks	CITY OF CORTEZ	FIBER	\$ 386.68
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 499.39
	CORTEZ SANITATION DISTRICT	SEWER	\$ 433.00
	CITY OF CORTEZ	REFUSE	\$ 1,886.35
	CITY OF CORTEZ	WATER	\$ 3,504.26
		Total	\$ 6,709.68
Planning & Building	LARRY W IVERSON	EXECUTIVE COACHING	\$ 675.00
	OFFICE DEPOT	HP CF411A Print Cartridge, Cyan	\$ 88.19
	OFFICE DEPOT	HP CF412A Print Cartridge, Yellow	\$ 92.61
	OFFICE DEPOT	HP CF413A Print Cartidge, Magenta	\$ 92.61
	OFFICE DEPOT	HP CF410A Print Cartridge, Black	\$ 143.40
	PIONEER PRINTING	BUSINESS CARDS	\$ 35.00
	NCSI	APPLICANT PROFILE	\$ 18.50
		Total	\$ 1,145.31
Shop	BRANTLEY DISTRIBUTING, LLC	BG 328 Universal MGC w/Limited Slip	\$ 150.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 39.58
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 52.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 111.00
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Mechanics Shirts Laundry Service	\$ 17.14
	AMAZON CAPITAL SERVICES	FVP DEF Pump F00332A30	\$ 184.99
	ABLE TOWING OF CORTEZ	AIR HOSE	\$ 16.94
	AUTOZONE	Blanket PO - Parts for Fleet Repairs/Supplies	\$ (47.48)
	AUTOZONE	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 17.19
	AUTOZONE	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 47.48
	AUTOZONE	Blanket PO - Parts for Fleet Repairs/Supplies	\$ 66.48
	CORTEZ COPY & PRINT	DECALS	\$ 12.10

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
	DIESEL TECHNOLOGY	Diagnostic tests and filter replacement - Unit 7	\$ 348.64
	KEESEE MOTORS	BALANCE ON STATEMENT	\$ 10.74
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ (36.00)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 41.80
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 108.41
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 127.15
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 139.48
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 191.79
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 191.79
	PARTNERS IN PARTS, INC.	Blanket PO - Parts for Fleet Repair	\$ 290.30
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 6.40
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 6.46
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 21.35
	STOTZ EQUIPMENT	Blanket PO - Parts/hoses for Fleet Repairs	\$ 130.00
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 7.90
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 12.59
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 14.07
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 24.50
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 24.50
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 24.90
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 33.79
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 37.30
	SUPERIOR AUTO	Blanket PO - Parts for Fleet Repairs	\$ 56.17
	SENERGY PETROLEUM	86UL Unlead Gas for Service Center	\$ 4,013.77
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 98.31
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 99.49
	ALSCO (AMERICAN INDUSTRIAL)	Blanket PO - Floor Mat Service - Service Center	\$ 101.70
	ORKIN EXTERMINATING-BRANCH #884	Blanket PO - Pest control services	\$ 163.00
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 94.32
	CITY OF CORTEZ	FIBER	\$ 256.00
	CORTEZ SANITATION DISTRICT	SEWER	\$ 106.00
	CITY OF CORTEZ	REFUSE	\$ 312.00
	CITY OF CORTEZ	WATER	\$ 373.67
	XEROX CORPORATION	Blanket PO- B7035 WorkCenter s/n 5DA85959	\$ 341.32
	AMAZON CAPITAL SERVICES	SmartSign EXIT" Sign	\$ 44.85
		Total	\$ 8,525.88
Technology	IT1 SOURCE LLC	MA-PWR-CORD-US Power cord	\$ 17.11
	IT1 SOURCE LLC	MA-INJ-4 Meraki PoE Injector	\$ 93.11
	IT1 SOURCE LLC	LIC-ENT-3YR Meraki Enterprise Cloud Controller	\$ 171.48
	IT1 SOURCE LLC	MR20-HW Meraki wireless access point - Quot	\$ 171.60
	HIGH COUNTRY WORKPLACE TECHNOLOG	Avaya J139 Wall mount kit	\$ 53.04
	HIGH COUNTRY WORKPLACE TECHNOLOG	Yealink Dect Handset	\$ 97.50
	HIGH COUNTRY WORKPLACE TECHNOLOG	Avaya J139 Wall mount kit	\$ 185.64
	HIGH COUNTRY WORKPLACE TECHNOLOG	Yealink Dect IP Phone W60P w/base	\$ 384.00

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 511.60
	AMAZON CAPITAL SERVICES	APC RBC23 UPS Replacement Battery Cartridge	\$ 177.78
		Total	\$ 1,862.86
Streets	SGM INC.	Blanket PO - Engineering Services Traffic/Trans	\$ 1,239.00
		Total	\$ 1,239.00
Airport	CITY OF CORTEZ	REFUSE	\$ 36.93
	MONTEZUMA COUNTY WATER DIST.	WATER M064	\$ 50.00
	MONTEZUMA COUNTY WATER DIST.	WATER M068	\$ 70.50
	MICHAEL KINCADE	FLY IN VOLUNTEER VOUCHERS	\$ 290.00
		Total	\$ 447.43
Dispatch	LANGUAGE LINE SERVICE	INTERPRETATION SERVICES	\$ 42.46
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 106.24
	STAPLES ADVANTAGE	HP M479fdw Printer, W1A80#BGJ	\$ 518.50
		Total	\$ 667.20
Rec Center	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 90.00
	NCSI	APPLICANT PROFILES	\$ 55.50
	FARMERS TELECOMMUNICATIONS INC.	PHONE	\$ 45.62
	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	SEWER	\$ 523.00
	CITY OF CORTEZ	REFUSE	\$ 192.95
	CITY OF CORTEZ	WATER	\$ 207.05
		Total	\$ 1,713.76
Water	CENTURYLINK	PHONE	\$ 58.75
	CITY OF CORTEZ	FIBER	\$ 556.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 61.89
	CITY OF CORTEZ	REFUSE	\$ 54.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Locator Notification Charge	\$ 126.10
	DANA KEPNER COMPANY	Ford F1000-3G-NL 3/4 Corp stops"	\$ 553.23
	FERGUSON WATERWORKS #1116	PSISCF Proselect 3/4 SS Insert Stiffener CTS PE	\$ 169.00
	CORE AND MAIN	Neptune 13749-200 Antenna	\$ 330.66
	SGM INC.	Blanket PO - Inspection Services on Tank 3	\$ 377.00
	SGM INC.	Blanket PO - Inspection Services on Tank 3	\$ 4,411.25
		Total	\$ 6,697.88
CCN Fund	AMAZON CAPITAL SERVICES	Mighty-Max ML7-12 Batteries, 10/pkl, 12v 7ah	\$ 158.39
	FIBER OPTIC SUPPLY	AFL40101 One Click Cleaner - SC,ST,FC - APC/U	\$ 126.32
	CITY OF CORTEZ	FIBER	\$ 1,337.40
	MAMMOTH NETWORKS	Blanket PO - D1A, CRTZ2018-001R 2Gbps comr	\$ 1,695.00
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless in	\$ 1,914.80
		Total	\$ 5,231.91

## EXPENDITURE LIST FOR WEEK ENDING OCTOBER 7, 2022

Department	Vendor Name	Description	Amount
Refuse	ECOTRACK FLEET MANAGEMENT	ROUTING SOLUTIONS	\$ 240.00
		Total	\$ 240.00
Total			\$ 66,704.85



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 2. c.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: Approval of a Retail Marijuana Cultivation Facility for THA Corporation, DBA The Herbal Alternative, 10194 Highway 49, Cortez.

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**Attachments**

Herbal Cultivation Renewal



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 4, 2022

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: RENEWAL APPLICATION FOR A RETAIL MARIJUANA  
CULTIVATION FACILITY FOR THA CORPORATION, DBA THE  
HERBAL ALTERNATIVE, 10194 HIGHWAY 491, CORTEZ

#### BACKGROUND

The renewal Retail Marijuana Cultivation Facility referred to above was filed in the City Clerk's office on September 26, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

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

The sales tax account is current.

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

#### RECOMMENDATION

Staff recommends approval of the Retail Marijuana Cultivation Facility for THA Corporation, DBA The Herbal Alternative, 10194 Highway 491, Cortez.



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

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

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

☒ Renewal Fee (annually)  
\$5,250.00

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

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

\_\_\_\_\_ Retail Marijuana Store

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

☒ Retail Marijuana Cultivation Facility

Applicant is applying as:

☒ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Individual\*

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other

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

Applicant THA Corp.  
(Corporation/LLC)

Applicant \_\_\_\_\_  
(Sole Proprietor) Last Name First Name Middle Initial

Trade Name of Establishment (DBA) The Herbal Alternative

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

Mailing Address 10194 Hwy. 491, Cortez CO 81321

Telephone 970 529-7007 Email Address Lianasmith@me.com

Contact Person Liana Smith Title Manager

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

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

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

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

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

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

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

If Yes, Name of Licensee JHA Corp.

Physical Address of Establishment 1531 Lebanon Rd. Cortez, CO 81301

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

If Yes, Name of Licensee JHA Corp

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

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

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


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

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

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

ACKNOWLEDGEMENT FOR RETAIL MARIJUANA RELEASE

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

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

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

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

## Question #6

I, Liana Smith (applicant), understand that the applicant and its owners, officers, and employees may be subject to prosecution under Federal laws relating to the possession and distribution of controlled substances, and that the City of Cortez has no legal liability for its approval of an applicants subsequent operation of any Retail or Medical Marijuana operation. Applicants understand that any application and supporting documents submitted to the City of Cortez for use by the City of Cortez in processing the applicant's application for license, building and other permits are subject to disclosure under the Colorado Open Records Act.

  
Applicants Signature

9-6-2022  
Date



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 2. d.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Tavern Liquor License for Purple Sage Rib Co. & Saloon LLC, DBA  
Purple Sage Rib Co., located at 2591 East Main Street, Cortez.

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**Attachments**

Renewal- Purple Sage



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

10/4/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A TAVERN LIQUOR LICENSE FROM  
PURPLE SAGE RIB CO & SALOON, LLC., DBA PURPLE SAGE RIB CO,  
LOCATED AT 2591 EAST MAIN STREET, CORTEZ

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on September 26, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

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

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

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of a Tavern Liquor License for Purple Sage Rib Co & Saloon, LLC., DBA Purple Sage Rib Co, located at 2591 East Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 2. e.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a renewal Beer and Wine Liquor License for Jodi Jahrling, DBA Zu Gallery, located at 48 West Main Street, Cortez.

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**Attachments**

Renewal- Zu Gallery



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

10/5/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A BEER AND WINE LIQUOR LICENSE FROM  
JODI JAHRLING, DBA ZU GALLERY, LOCATED AT 48 WEST MAIN STREET,  
CORTEZ

#### BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on October 5, 2022. The application appears to be complete and all fees were paid.

#### ISSUES

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

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

The sales tax account is current.

#### RECOMMENDATION

Staff recommends approval of a Beer and Wine Liquor License for Jodi Jahrling., DBA Zu Gallery, located at 48 West Main Street, Cortez.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 2. f.

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: Approval of a Change in Premise application for Blondies Trophy Room LLC, DBA Blondies Trophy Room, located at 45 East Main Street, Cortez.

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**Attachments**

Change of Premise Memo  
Blondies- Drawings



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

10/5/2022

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A CHANGE IN PREMISES FROM BLONDIES TROPHY ROOM, LLC., DBA BLONDIES TROPHY ROOM, LOCATED AT 45 EAST. MAIN STREET, CORTEZ

### BACKGROUND

A request for a Change of Premises has been received from Blondies Trophy Room LLC, DBA Blondies Trophy Room. A drawing of the proposed change to the licensed premises is attached. The change would add additional space located at 37 East Main Street to the existing licensed premise. The applicant has worked with the Building Department to ensure all code is met and to standard. The Building Inspector has no issues moving forward with the change of premise application. The application appears to be in order and the fee to the Colorado Department of Revenue has been paid.

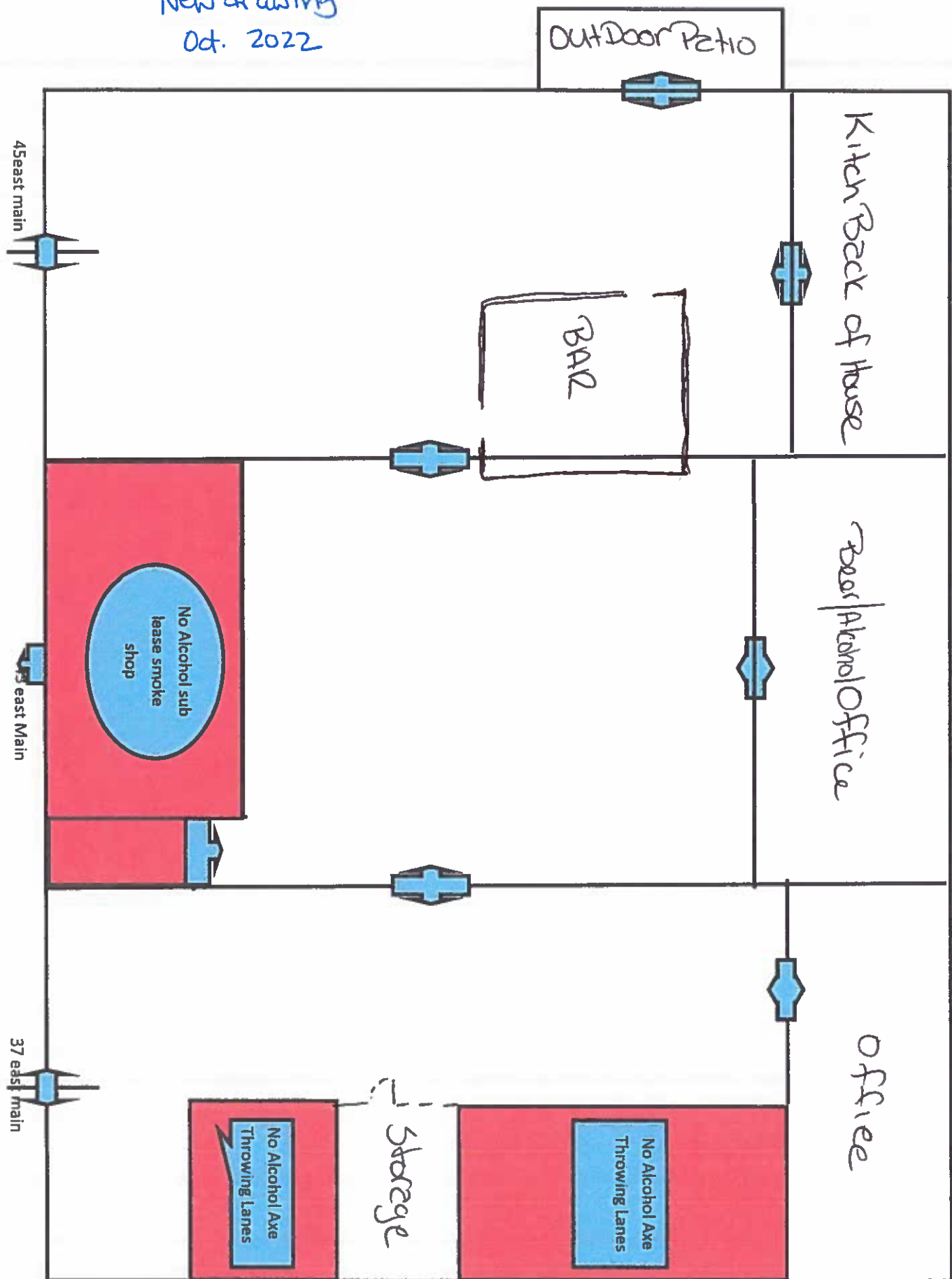
### ISSUES

When a request is made for a change of premises, licensing authorities are to consider only the requirements of Regulation 47-302, subsections 44-3-302(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S., the main factor is the reasonable requirements of the neighborhood and the desires of the inhabitants. If permission to change the licenses premises is denied, the licensing authority shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the licensing authority within fifteen days after the date of notice.

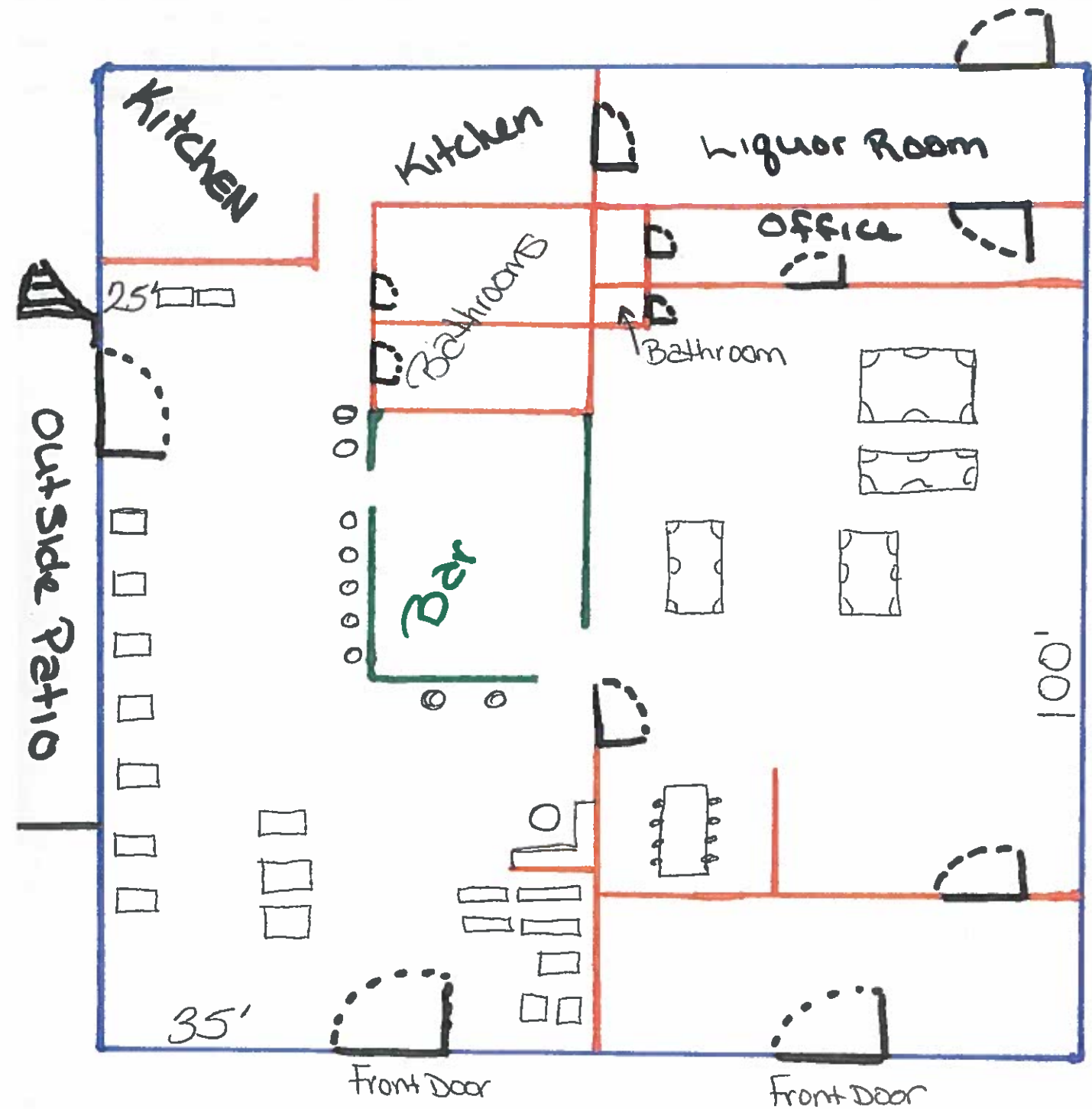
### RECOMMENDATION

Staff recommends approval of the Change of Premise Application for Blondies Trophy Room, LLC., DBA Blondies Trophy Room.

New drawing  
Oct. 2022



Current drawing  
9/26/2022



MAIN Street



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 4. a.

MEMO TO: Honorable Mayor and City Council

FROM: Linda Smith, City Clerk

SUBJECT: The MCHS Girls and Boys Golf Team will be presented a donation contributed by City employees during their Annual Golf Tournament.

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CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 4. b.

MEMO TO: Honorable Mayor and City Council

FROM: Drew Sanders, City Manager

SUBJECT: Presentation regarding current City debt position and possible debt retirement.

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CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 5. a.

MEMO TO: Honorable Mayor and City Council

FROM: Jeremy Patton, Airport Manager

SUBJECT: Ordinance No. 1312, Series 2022

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**BACKGROUND**

see attached

**RECOMMENDATION**

Council will consider approving on second and final reading 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.

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**Attachments**

Airport Memo  
Ordinance No. 1312



Item No:  
Meeting Date: 11 October 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

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### **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.

The first reading for this ordinance took place at the 27 September 2022 Regular Meeting.

### **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 adopt, on second reading, an ordinance to amend the 40-year land lease agreement with Classic Air Medical's proposed fixed-wing hangar base.**

Prepared By: Jeremy Patton, Airport Manager

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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 11<sup>th</sup> 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:



LINDA L. SMITH, CITY CLERK



RACHEL B. MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 11<sup>TH</sup> 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 14<sup>th</sup> 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;

Totaling 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

Exh. 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.

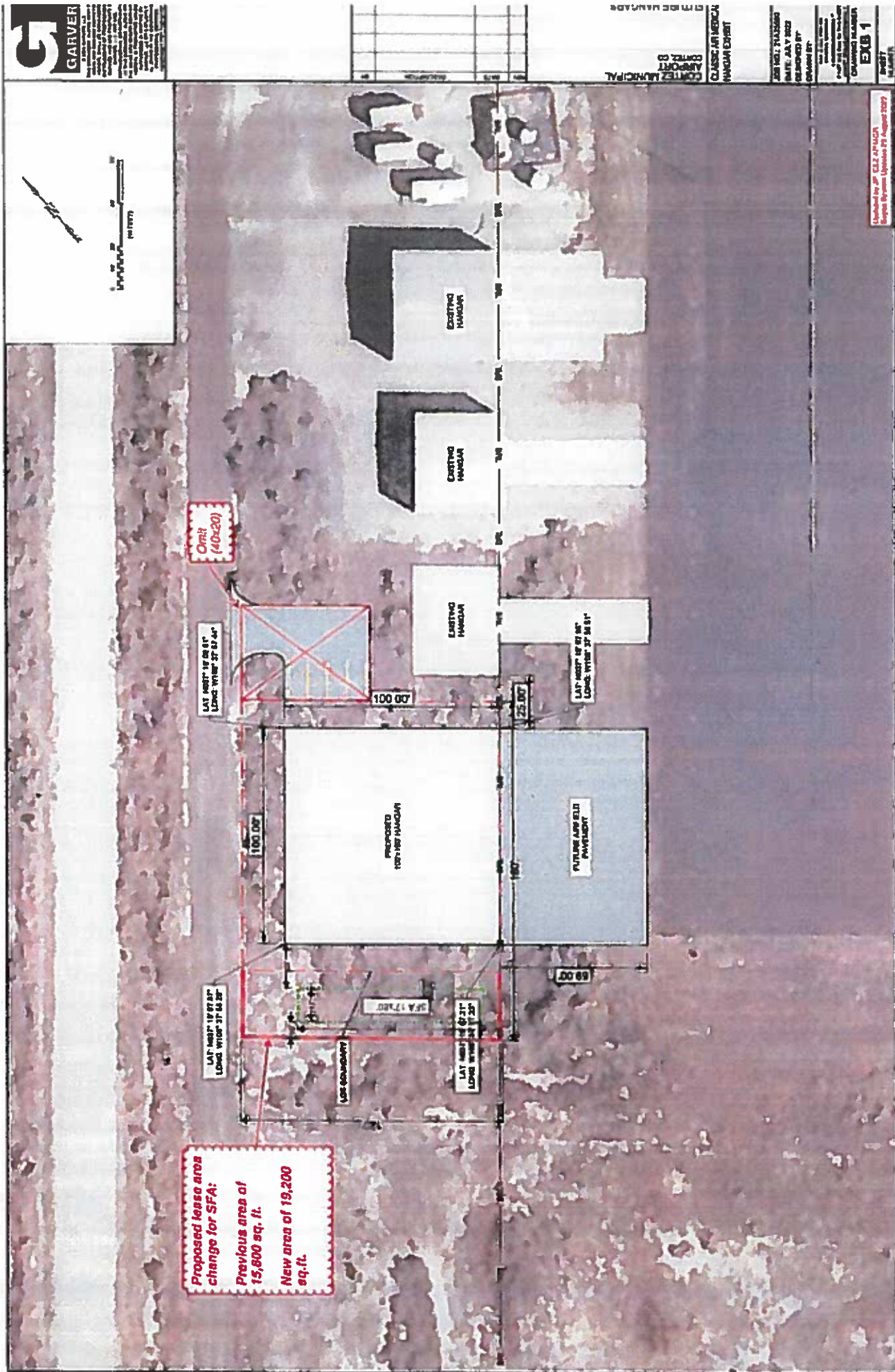
CITY: Rachel Medina  
 Mayor Rachel B. Medina  
 123 Roger Smith Avenue  
 Cortez, CO 81321

CLASSIC: Tyt  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

ATTEST: [Signature]  
 City Clerk

ATTEST:





## Exhibit I



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 7. a.

MEMO TO: Honorable Mayor and City Council

FROM: Rick Smith, Director of General Services

SUBJECT: Bid Award for 2022 Jury Room Addition

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**BACKGROUND**

Please see attached memo.

**RECOMMENDATION**

Council will consider awarding the 2022 Jury Room Addition to WCA Construction LLC at the bid amount of \$181,250.00.

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**Attachments**

2022 Jury Room Addition



City of Cortez  
City Council  
Agenda Memorandum

*Item No:*

*Meeting Date: October 11, 2022*

**TITLE:        AWARD OF 2022 JURY ROOM ADDITION**

**SUBMITTING DEPARTMENT:    GENERAL SERVICES DIRECTOR RICK SMITH**

**ATTACHMENTS:    NONE**

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**BACKGROUND**

The 2022 City Capital budget provides \$125,000 for the addition to City Hall for a Jury Room for Municipal Court. The addition will be constructed directly east of the Court Room in the unfinished area of City Hall.

The City contracted with Reynolds Ash and Associates to provide the architectural drawings and specifications of the addition. Reynolds Ash was the architect for City Hall back in 2016.

**DISCUSSION**

Bid opening was held September 26, 2022. The City received only one bid from WCA Construction LLC. The WCA Construction bid was \$181,250. This amount is \$56,250 over the budgeted amount.

Due to delivery of construction materials, the project will be completed in 2023.

**FISCAL IMPACTS**

Drew Sanders City Manager has an update on the amount over the budget.

**RECOMMENDATION**

**Council may consider making a motion to award the 2022 Jury Room Addition to WCA Construction LLC at the bid amount of \$181,250.00.**



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 7. b.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Ordinance No. 1305, Series 2022

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**BACKGROUND**

See Attached Information

**RECOMMENDATION**

**Council will consider approving on first reading Ordinance No. 1305, Series 2022, an ordinance amending the City of Cortez Land Use Code, Section 3.05, Food Truck/Mobile Vender, and set for public hearing on October 25, 2022.**

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**Attachments**

Ordinance No. 1305  
Food Truck Information

**CITY COUNCIL**  
**ORDINANCE NO. 1305, SERIES 2022**

**AN ORDINANCE AMENDING THE CITY OF CORTEZ LAND USE CODE, SECTION 3.05 – USE REGULATIONS REGARDING MOBILE VENDORS.**

WHEREAS, uses identified Mobile Vendors in the City of Cortez Land Use Code (the “Code”), Section 3.05, are classified as Permitted Uses in all zone districts in the City of Cortez with the exception of the CBD, central business district zone; and

WHEREAS, mobile vendors have requested to operate in the CBD under special conditions such as at approved special events; and

WHEREAS, the Code currently further restricts Mobile Vendors in the CBD under specific provisions in Section 3.05(11); and

WHEREAS, the City has held meetings with the general public, food truck advocates and CBD business owners; 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. 6, 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 to allow Mobile Vendors as Conditional Uses in the CBD zone; and

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 classify a Mobile Vendor as a Conditional Uses in the CBD Zoning District.

**Section 3.05(b)(11)** is deleted in its entirety and replaced with the following:

(11) Mobile vendors shall be allowed as a permitted use on public or private property in the CBD zone at approved temporary, special events such as Third Thursdays and the Farmers Market. Mobile vendors may be allowed in the central business district (CBD) outside of special events only after issuance of a conditional use permit with full consideration for impacts on adjacent businesses. Mobile Vendors in the CBD shall only be allowed in approved locations and never in public right of way of State or Public roads, unless closed for approved special events. Mobile vendor food courts may be approved with a Conditional Use Permit that would allow the mobile vendor to remain for up to 90 days on private land in an approved location. Mobile vendors shall also be regulated as set

forth in the Cortez City Code at Chapter 15, Article IX, Mobile Food Vendors Sections 15-66 thru 15-68.8 and all other applicable Cortez City Code sections, now in effect or as may be amended from time to time with the exception that the Conditional Use Permit shall determine the time frame.

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 11<sup>th</sup> 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 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 25<sup>th</sup> 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 11<sup>TH</sup> DAY OF OCTOBER, 2022.

CITY OF CORTEZ

ATTEST:

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RACHEL B MEDINA, MAYOR

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LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 25<sup>TH</sup>  
DAY OF OCTOBER, 2022.

CITY OF CORTEZ

ATTEST:

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RACHEL B MEDINA, MAYOR

---

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

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J. PATRICK COLEMAN, CITY ATTORNEY

**MEMO**

**TO: PLANNING AND ZONING COMMISSION**  
**FROM: NANCY DOSDALL, CITY PLANNING**  
**SUBJECT: WORKSESSION: Food Truck/Mobile Vender**  
**DATE: Review August 2, 2022**

**BACKGROUND:**

At the request of the City Council, the Planning Department initiated a public process to review the Food Truck (Mobile Vender) portion of the land use code. The Cortez Land Use Code allows Mobile Vendors in all zones except the Central Business District subject to the following standards:

**Article IX. - Mobile Food Vendors.[1]**

Editor's note— Ord. No. 1220 , §§ 1—11, adopted March 28, 2017, amended article IX, in its entirety to read as herein set out. Former article IX, §§ 15-66—15-68.9, pertained to similar material, and derived from Ord. No. 1191 , adopted September 9, 2014.

**Sec. 15-66. - Definition.**

As used in this article only, "mobile food vendor" shall mean a retail food establishment that is not intended to be permanent and is a motorized wheeled vehicle or trailer attached to a motor vehicle designed and equipped to serve food and beverages, operating in either a static or transitory location and serving the public during the hours of operation authorized by this article. The sale and distribution of frozen milk, frozen dairy or ice confection products, candy, gum or other confection products shall be permitted for mobile food vendors.

Temporary buildings for the purpose of mobile vending are not allowed in the City of Cortez.

( Ord. No. 1220 , § 1, 3-28-17)

**Sec. 15-67. - Operations.**

The operation of a mobile food vendor is allowed provided that such operation is in compliance with all requirements and limitations contained in this article. In the event that a food vender is authorized to operate within the city pursuant to authority granted and limits found elsewhere in the code, this article shall not apply. This program may be expanded to include other types of non-food items at the discretion of city council.

( Ord. No. 1220 , § 2, 3-28-17)

**Sec. 15-68. - Licenses.**

A Cortez business or sales tax license or transient vendor license, if applicable, proof of inspection by the Montezuma County Health Department are required as well as any land owner written permission required in section 15-68.4 and must be conspicuously displayed at all times during the operation of a

mobile food vendor. Failure to display received licenses shall be a violation and punishable as set forth in section 15-68.8.

( Ord. No. 1220 , § 3, 3-28-17)

**Sec. 15-68.1. - Hours of operation.**

Mobile food vendors may operate only between the hours of 7:00 a.m. and 9:00 p.m. The mobile food vendor operation and equipment must be removed from the location described in sections 15-68.4 and 15.68.5 when not open for business.

( Ord. No. 1220 , § 4, 3-28-17)

**Sec. 15-68.2. - Zone districts.**

Mobile food vendors shall not operate in the following zone districts: CBD, central business district.  
(Ord. No. 1220 , § 5, 3-28-17)

**Sec. 15-68.3. - Operating within public right-of-way.**

Except within the Central Business District where they are not allowed, Mobile food vendors may operate within the public right-of way provided they meet the following requirements:

(a) Mobile food vendor must be parked in a legal parking space and comply with all city and state parking restrictions; (b) When operating within the public right-of-way mobile food vendor may only serve customers from an adjacent sidewalk or from the curbside of the vehicle.

( Ord. No. 1220 , § 6, 3-28-17)

**Sec. 15-68.4. - Operating on private property.**

Mobile food vendors may operate on private property provided they meet the following requirements:

(a) Mobile food vendor operator must obtain prior written permission from the private property owner and must have available an original copy of such permission for inspection purposes at all times; (b) Mobile food vendor must be parked on a paved surface or weather proof surface outside any designated fire lane and outside the corner visibility triangle, as that term is defined in section 5.02(j)(3) City of Cortez Land Use Code.

( Ord. No. 1220 , § 7, 3-28-17)

**Sec. 15-68.5. - City-owned property.**

Mobile food vendors shall not operate on city property including city parking lots regardless of the zone district unless such authority to operate is provided for elsewhere in this Code or otherwise authorized by the city manager. This prohibition shall not apply to city-owned public right-of-way as provided for in section 15-68.3 of this article.

( Ord. No. 1220 , § 8, 3-28-17)

**Sec. 15-68.6. - Littering and trash removal.**

Mobile food vendor operators must keep the sidewalks, roadways and other spaces adjacent to their business site or location clean and free of paper, peelings, trash, debris and other refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty-five feet of any mobile food vendor shall be collected by the operator and deposited in a trash container maintained by the operator in good condition and constructed of a non-corrodible and watertight material, sufficient to hold the refuse generated by the business. Such container and its contents shall be removed from the site by the operator whenever the mobile food vendor moves to another location or at the close of business.

( Ord. No. 1220 , § 9, 3-28-17)

**Sec. 15-68.7. - Noise.**

Mobile food vendors must adhere to the provisions of Cortez City Code and Cortez Land Use Code now in effect or as may be amended from time to time regarding noisemaking devices.

( Ord. No. 1220 , § 10, 3-28-17)

**Sec. 15-68.8. - Violations.**

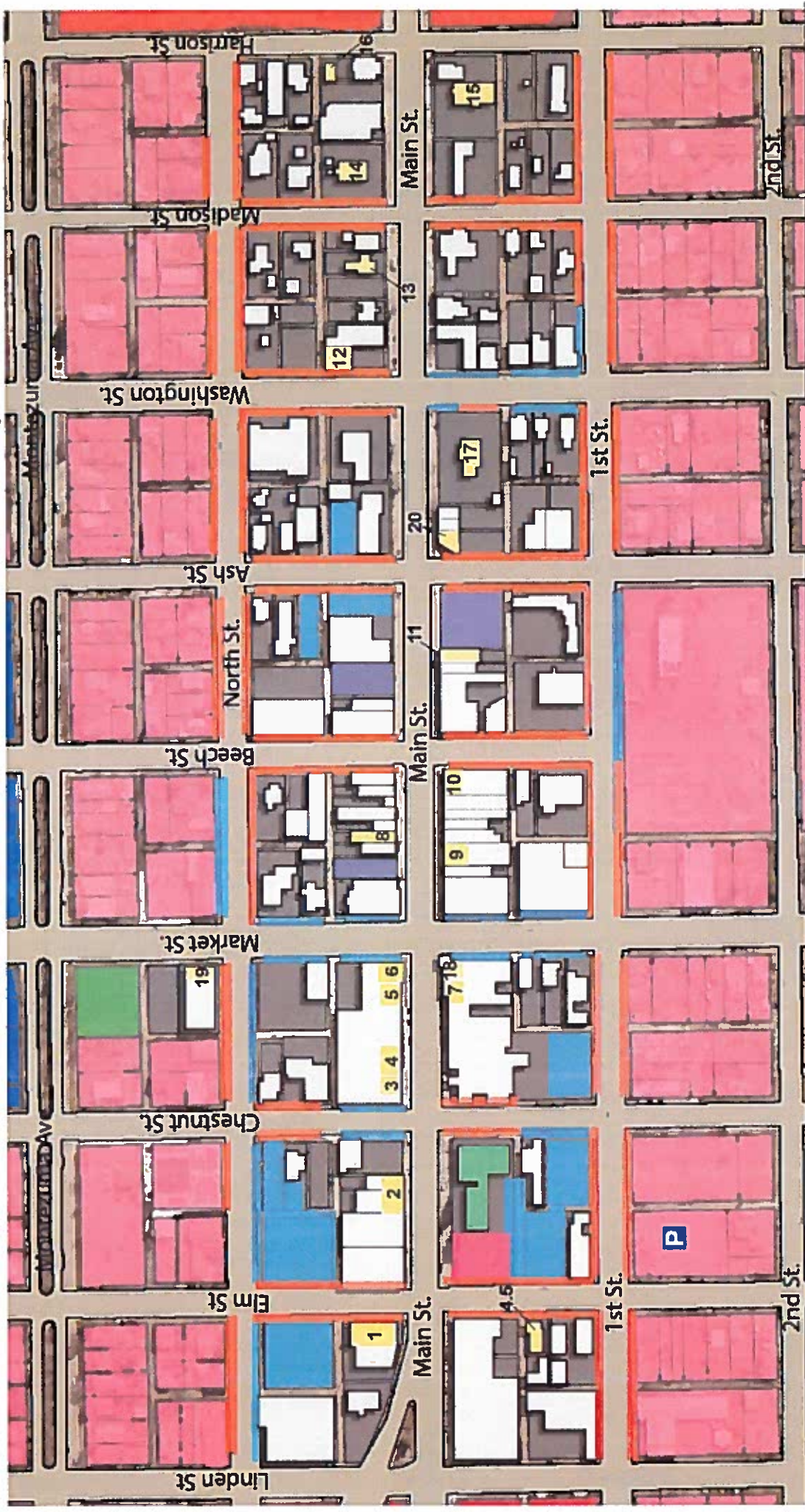
A violation of this article shall be punishable as set forth in section 17-16A of the Cortez City Code now in effect or as may be amended from time to time.





















( Ord. No. 1220 , § 11, 3-28-17)

**DISCUSSION:**

At the request of the City Council, the Planning Department initiated a public process to reconsider the prohibition of mobile vendors in the Central Business District. The process generated many comments from the general public, most in support of food trucks in general. After a review of the public comments, the City conducted strategic outreach to restaurant owners and other businesses in the Central Business District. Most restaurant owners in the CBD had concerns with allowing food truck on an unlimited basis in the CBD, although most did not have concerns with food trucks being present at the Farmers Market. A summary of both general public and CBD comments is attached.

# Cortez Central Business District Food Truck Map



- |   |   |   |   |   |
|---|---|---|---|---|
|  Parking (private)   |  County Administrative Building & Montezuma Park |  Restaurants         |  Vacant Lot          |  Farmer's Market     |
|  FREE Public Parking |  FREE Public Parking                             |  FREE Public Parking |  FREE Public Parking |  FREE Public Parking |
|  Parallel Parking    |  Parallel Parking                                |  Parallel Parking    |  Parallel Parking    |  Parallel Parking    |
|  Farmer's Market     |  Farmer's Market                                 |  Farmer's Market     |  Farmer's Market     |  Farmer's Market     |
- 
- |                                |                        |                                   |                                |                     |
|--------------------------------|------------------------|-----------------------------------|--------------------------------|---------------------|
| 1 Beny's Diner                 | 5 Stonfish Sushi       | 9 Main St. Brewery & Restaurant   | 13 La Casa De Cortez           | 17 Wendy's          |
| 2 Pippo's Cafe                 | 6 Loungin' Lizard      | 10 Blondie's Trophy Room          | 14 Burger Boy Drive In         | 18 FB Organics      |
| 3 The Wigglin' Pig             | 7 Once Upon a Sandwich | 11 Gustavo's Restaurant & Bar     | 15 Lotsa Pasta & That'za Pizza | 19 WildEdge Brewery |
| 4 The Farm Bistro              | 8 El Grande Cafe       | 12 Ocean Pearl Chinese Restaurant | 16 Pie Maker Bakery            | 20 Abundant Life    |
| 4.5 Merriweather Home & Market |                        |                                   |                                |                     |

**CITY OF CORTEZ  
PLANNING AND ZONING COMMISSION  
RESOLUTION NO. 6 , SERIES 2022**

**A Resolution Recommending Approval of Revisions to Section 3.05 – Use Regulations regarding  
Mobile Vendors, City of Cortez Land Use Code**

WHEREAS, uses identified in the City of Cortez Land Use Code (the “Code”), Section 3.05, as Mobile Vendors are classified as Permitted Uses in all zone districts in the City of Cortez with the exception of the CBD and I zones; and

WHEREAS, mobile vendors have requested to operate in the CBD under special conditions such as at approved special events; and

WHEREAS, the Code currently further restricts Mobile Vendors in the CBD under specific provisions in Section 3.05(11); and

WHEREAS, the City has held public meetings with the general public, food truck advocates and CBD business owners; 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. 6, 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 to allow Mobile Vendors as Conditional Uses in the CBD and I zones with the following additional provision:

3.05 (11): Mobile vendors shall be allowed on public or private property in the CBD zone at approved temporary, special events such as Third Thursdays and the Farmers Market. Mobile vendors may be allowed in the central business district (CBD) outside of special events only after issuance of a conditional use permit with full consideration for impacts on adjacent businesses. Mobile Vendors in the CBD shall only be allowed in approved locations and never in public right of way of State or Public roads, unless closed for approved special events. Mobile vendor food courts may be approved with a Conditional Use Permit that would allow the mobile vendor to remain for up to 90 days on private land in an approved location. Mobile vendors shall also be regulated as set forth in the Cortez City Code at Chapter 15, Article IX, Mobile Food Vendors Sections 15-66 thru 15-68.8 and all other applicable Cortez City Code sections, now in effect or as may be amended from time to time with the exception that the Conditional Use Permit shall determine the time frame.

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

THAT, P&Z Resolution No. 6, Series 2022, recommends to the City Council of the City of Cortez amend the Cortez Land Use Code Section 3.05 and 3.05(11) to revise standards for food trucks in the CBD zone.

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

CORTEZ PLANNING AND ZONING  
COMMISSION

ATTEST:

\_\_\_\_\_  
Robert Rime, Chairman

\_\_\_\_\_  
Cheryl Lindquist, Deputy City Clerk



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

October 11, 2022

Agenda Item: 7. c.

MEMO TO: Honorable Mayor and City Council

FROM: Rachael Marchbanks, Director of Community/Economic Development

SUBJECT: Ordinance No. 1311, Series 2022

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**BACKGROUND**

See Attached Information.

**RECOMMENDATION**

Council will consider approving on first reading Ordinance No. 1311, Series 2022, an ordinance amending the City of Cortez Land Use Code Section 2.02, Definitions, 3.06, 3.09, 3.10, and 3.14, to create definitions and increase density in the zones for Affordable and Workforce Housing, and set for public hearing on October 25, 2022.

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**Attachments**

Ordinance No. 1311

P&Z Resolution 7, Series 2022, Affordable Housing

**CITY COUNCIL**  
**ORDINANCE NO. 1311, SERIES 2022**

**AN ORDINANCE AMENDING THE CITY OF CORTEZ LAND USE CODE, SECTIONS 2.02, DEFINITIONS, 3.06 RESIDENTIAL AREA REGULATIONS, 3.09 R-2 RESIDENTIAL MULTI-FAMILY DISTRICT, 3.10 MH, RESIDENTIAL MANUFACTURED HOME DISTRICT, and 3.14 NB, NEIGHBORHOOD BUSINESS DISTRICT, TO CREATE DEFINITIONS FOR AFFORDABLE AND WORKFORCE HOUSING AND INCREASE DENSITY IN THE R-2, M-H AND NB ZONES FOR AFFORDABLE AND WORKFORCE HOUSING.**

WHEREAS, housing costs have been rising rapidly in the City of Cortez; and

WHEREAS, the City Council of the City of Cortez wishes to promote housing for all residents;  
and

WHEREAS, the Cortez Land Use Code (the “Code”) currently lacks a definition of affordable housing and workforces housing; and

WHEREAS, the Code currently allows multi-family developments at a density of 3,000 sq. ft. per multi-family unit in the R-2, M-H and NB zones; and

WHEREAS, the City Council desires to encourage more affordable and workforce housing projects by allowing an increased density for qualifying development; 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. 7 , Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that Sections 2.02, 3.06, 3.09, 3.10 and 3.14 be amended as described 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, SECTIONS 2.02, 3.06, 3.09, 3.10, AND 3.14, ARE AMENDED AS FOLLOWS:

**Section 2.02 – Definitions** is amended to add the following two definitions:

“Affordable Housing” means housing that is affordable to a household with an income that is eighty (80) percent or lower than area median income of households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit

developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

“Workforce Housing” means housing that is affordable to a household with an income of between eighty (80) percent and one hundred and forty (140) percent of the area median income for households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

**Section 3.09 - R-2, residential multi-family district, Subsection (f)** is deleted in its entirety and replaced with the following:

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the R-2, residential multi-family district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

**Section 3.10 M-H, residential manufactured home district, Subsection (f)** is deleted in its entirety and replaced with the following:

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the M-H residential manufactured home district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

**Section 3.14 N-B, neighborhood business district, Subsection (f)** is deleted in its entirety and replaced with the following:

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the NB neighborhood business district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

(1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;

(2) Three thousand five hundred (3,500) square feet per duplex unit.

(3) Three thousand (3,000) square feet per multi-family dwelling unit; and

(4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

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 11<sup>th</sup> 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 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 25<sup>th</sup> 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 11<sup>th</sup> DAY OF OCTOBER, 2022.

CITY OF CORTEZ

ATTEST:

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

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

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 25TH 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

**MEMO**

**TO:** PLANNING AND ZONING COMMISSION  
**FROM:** NANCY DOSDALL, CITY PLANNING  
**SUBJECT:** WORKSESSION: Affordable Housing  
**DATE:** August 2, 2022

**BACKGROUND:**

Housing Solutions for the Southwest, Southwest Colorado Council of Governments has recently a Regional Housing Needs Assessment & Strategy. The report is attached for your information. The study includes comments such as:

“Cortez and Montezuma County. Rising prices in the city and county are due to an increase in in-commuters from La Plata County and the “zoom town” phenomenon. The housing authority in Montezuma county has an average of 45 people added to the wait-list each month, around half of them indicate being homeless. Fair Market Rents (FMR's) in the county have not kept up with the increases in the rental market, making finding a rental unit even harder in the tight market.”

The report includes a number of recommendations, including:

“Land use and zoning changes to facilitate affordable housing are new in many high-cost communities. These changes can include density bonuses for certain housing types and/or in exchange for a share of affordable units; by-right Accessory Dwelling Units (ADU's); and by right attached housing products (townhomes, duplexes/triplexes, mixed-use development). To ensure that these changes produce workforce housing, they must be coupled with affordability requirements, as well as public subsidies to lower construction costs, first rights of refusal for workforce, and down payment assistance for homeowners. Otherwise, such products will be unaffordable and/or built for seasonal and vacation use.”

Planning staff was recently approached by an affordable housing provider requesting a density variance on a property in order to build affordable housing. Generally, density variances are not supportable when variance criteria are applied. Staff recommended that we consider implementing a density bonus system for affordable housing instead.

See attached for the recommended revision. While this minor code change will not solve the affordable housing issue in this community, it may help to some degree.

## New Definitions:

**Affordable housing.** To qualify as Affordable Housing, the housing must be affordable to a household with an income that is eighty (80) percent or lower than area median income of households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

**Workforce Housing:** To qualify as Workforce Housing, the housing must be affordable to a household with an income of between eighty (80) percent and one hundred and forty (140) percent of the area median income for households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

### 3.09 R-2, residential multi-family district

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the R-2, residential multi-family district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

### 3.09 M-H, Residential manufactured home district.

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the M-H residential manufactured home district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and

(4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

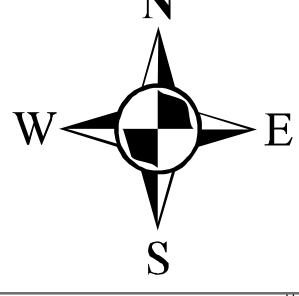
### 3.09 NB neighborhood business district.

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the NB neighborhood business district shall be as follows, subject to [Section 3.06](#)(c) of this chapter:

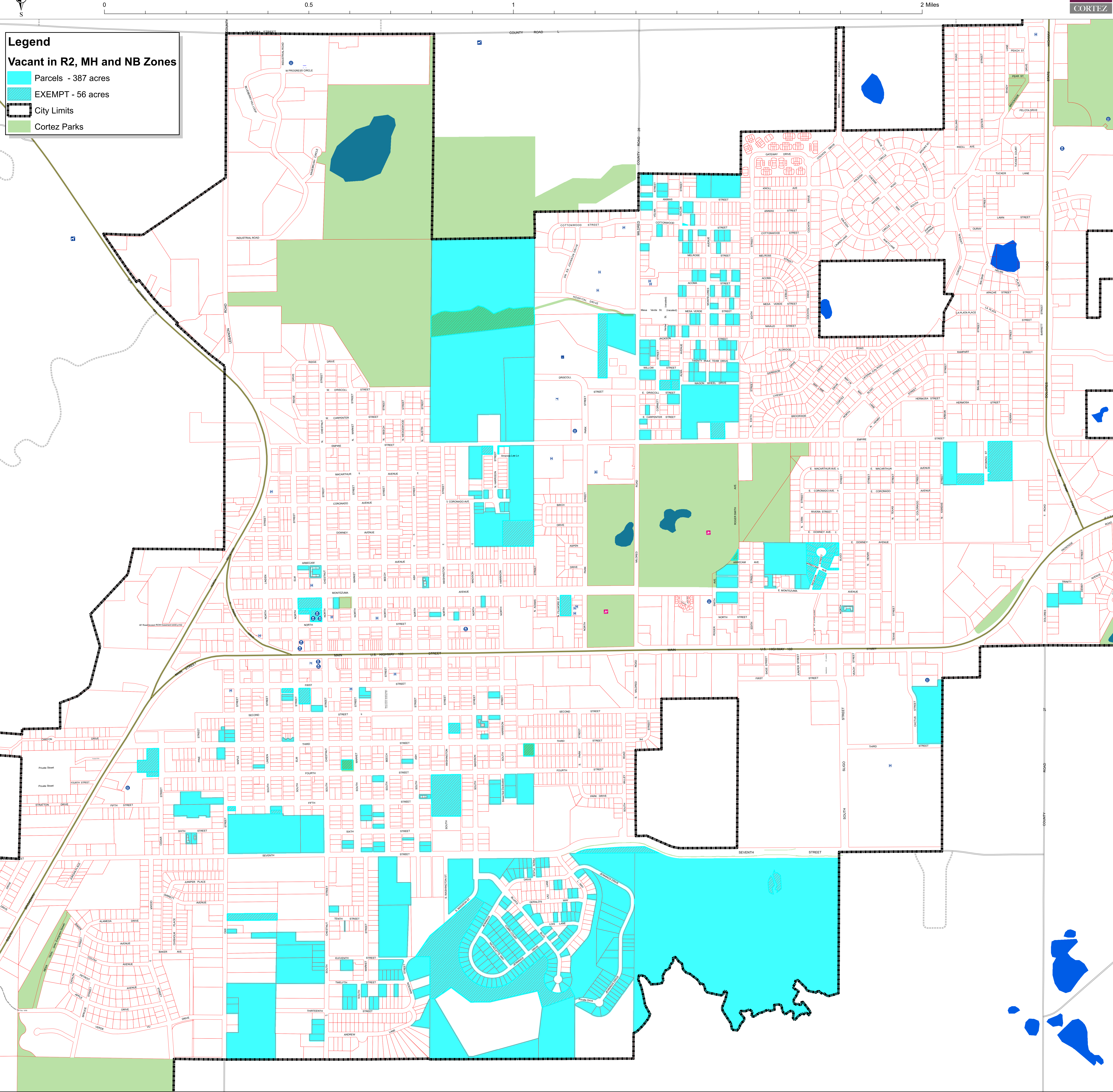
- (1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and

(4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

<b><u>Facility</u></b>	<b><u>Lot Size</u></b>	<b><u>Units</u></b>	<b><u>Lot sqft per Unit</u></b>
Brubaker	3.3 ac/144,000 sq ft	48	3,000
Calkins	3.7 ac/161,000 sq ft	42	3,800
Sleeping Ute Apts	8.7 ac/378,000 sq ft	62	6,000
Prairie Mesa Estates	2.1 ac/92,000 sq ft	31	3,000
Adobe Apts (S Ash@1st St)	0.5 ac/21,780 sq ft	11	2,000
Cedar Terrace (S Cedar St)	1.5 ac/66,000 sq ft	32	2,000
Cedar Oaks Condos	1.8 ac/80,000 sq ft	30	2,600



# Analysis - Vacant Properties in the R2, MH and NB zones



**CITY OF CORTEZ  
PLANNING AND ZONING COMMISSION  
RESOLUTION NO. 7, SERIES 2022**

**A Resolution Recommending Approval of Revisions to Section 2.02 Definitions and 3.06 Residential Area Regulations, 3.09 R-2 residential multi-family district, 3.10 MH, residential manufactured home district, and 3.13 NB, neighborhood business district to create definitions for Affordable and Workforce housing and increase density in the R-2, M-H and NB zones for affordable and workforce housing, City of Cortez Land Use Code**

WHEREAS, Housing costs have been rising rapidly in the City of Cortez; and

WHEREAS, the City of Cortez wishes to promote housing for all residents;

and

WHEREAS, the Land Use Code currently lacks a definition of affordable housing and workforces housing; and

WHEREAS, the Code currently allows multi-family developments at a density of 3,000 sq. ft. per multi-family unit in the R-2, M-H and NB zones; and

WHEREAS, the City desires to encourage more affordable and workforce housing projects by allowing an increased density for qualifying development; 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. 7, Series 2022; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission recommends that Sections 2.02, 3.06, 3.09, 3.10 and 3.14 be amended as follows:

**2.02 Definitions**

**Affordable housing.** To qualify as Affordable Housing, the housing must be affordable to a household with an income that is eighty (80) percent or lower than area median income of households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

**Workforce Housing:** To qualify as Workforce Housing, the housing must be affordable to a household with an income of between eighty (80) percent and one hundred and forty (140)

percent of the area median income for households of that size. Housing developed or co-developed by non-profit or governmental/quasi-governmental organizations whose mission or intent is to provide affordable and/or workforce housing will meet this definition. Non-profits and governmental organizations that do not intend to hold the property for at least 20 years and for-profit developers will be required to provide assurances that the housing is and will remain affordable for at least 20 years.

### 3.09 R-2, residential multi-family district

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the R-2, residential multi-family district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

### 3.09 M-H, Residential manufactured home district.

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the M-H residential manufactured home district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

### 3.09 NB neighborhood business district.

(f) Minimum Lot Area. The minimum lot area per dwelling unit in the NB neighborhood business district shall be as follows, subject to [Section 3.06\(c\)](#) of this chapter:

- (1) Six thousand (6,000) square feet per single-family and manufactured home dwelling unit;
- (2) Three thousand five hundred (3,500) square feet per duplex unit.
- (3) Three thousand (3,000) square feet per multi-family dwelling unit; and
- (4) Two thousand (2,000) square feet per multi-family dwelling unit for affordable and workforce housing. Where affordable and workforce housing projects are mixed with market rate projects the density will be pro-rated based on the percent of affordable versus market units. For example, a project proposing 10 affordable units and 10 market rate units would achieve an overall density of 2,500 sq. ft. per unit.

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

THAT, P&Z Resolution No. 7, Series 2022, recommends to the City Council of the City of Cortez amend the Cortez Land Use Code Sections 2.02 Definitions and 3.06 Residential Area Regulations, 3.09 R-2 residential multi-family district, 3.10 MH, residential manufactured home district, and 3.13 NB, neighborhood business district to create definitions for Affordable and Workforce housing and increase density in the R-2, M-H and NB zones for affordable and workforce housing.

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

CORTEZ PLANNING AND ZONING  
COMMISSION

ATTEST:

\_\_\_\_\_  
Robert Rime, Chairman

\_\_\_\_\_  
Cheryl Lindquist, Deputy City Clerk