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**CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 12, 2023
7:30 P.M.**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL, APPROVAL OF AGENDA.
2. CONSENT AGENDA

The listing under "Consent Agenda" is a group of items to be acted on with a single motion and vote. This agenda is designed to expedite the handling of limited routine matters by City Council. Either the public or a Councilmember may request that an item may be removed from the Consent Agenda at that time, prior to Council's vote. The Mayor will ask if a citizen or Councilmember wishes to have any specific item removed from the Consent Agenda for discussion.

- a. Approval of the Worksession and Agenda Minutes for November 28, 2023.
- b. Approval of the Expenditure List for December 12, 2023
- c. Approval of a renewal Retail Liquor Store Liquor License and Tasting Permit for West Slope Liquors, Inc., DBA West Slope Liquors located at 2212 East Main Street, Suite 1, Cortez.
- d. Approval of a Special Event Permit for Cortez Area Chamber of Commerce to host a "Business After Hours" event on December 21, 2023, on the premises of Dolores State Bank, located at 744 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. **Years of Service Awards**

5. PUBLIC HEARINGS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. **Resolution No. 22, Series 2023**

Resolution No. 22, Series 2023, a Resolution providing for appropriate uses of Old Hire Police Pension Fund where no beneficiaries exist or may exist.

Presenter: Matt Cashner, Human Resources Director

b. Resolution No. 31, Series 2023

Resolution No. 31, Series 2023, a resolution approving an amended plat of Lots 1-8, Block 2W, Western Addition to the Town of Cortez, Colorado, in the Commercial Highway (C) Zoning District.

Presenter: Contract City Planner Nancy Dossall

c. Award of Universal Maintenance Machine, Sweeping, Verticutting, and Flail-type Mowing Unit aka Turf Sweeper

Award of Universal Maintenance Machine, Sweeping, Verticutting, and Flail-type Mowing Unit aka Turf Sweeper to Potestio Brothers not exceeding \$54,272.00.

Presenter: Creighton Wright, Director of Parks and Recreation

d. Employee Access to the Cortez Recreation Center

Should the City provide free employee access to the Recreation Center as an employee benefit?

Presenter: Drew Sanders, City Manager

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 12/04/2023

RE: Approval of the Worksession and Agenda Minutes for November 28, 2023.

Attachments

Worksession Minutes 11.28.2023
Council Agenda Minutes 11.28.2023

CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY NOVEMBER 28, 2023
7:00 p.m.

1. The Workshop was called to order at 7:00 p.m., at the City Council Chambers. Councilmembers present included, Mayor Pro-tem Arlina Yazzie, Robert Dobry, Matt Keefauver, David Rainey, Dennis Spruell, and Lydia DeHaven. Mayor Rachel Medina was absent. Staff members present included: Chief of Police Vern Knuckles, Finance Director Kelly Koskie, Grants Administrator Scott Baker, Community and Economic Director Rachael Marchbanks, Director of Public Works Brian Peckins, Director of Parks and Recreation Creighton Wright, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were four people present in the audience.

2. Brian Bartlett, Tourism Director and CED for Mesa Verde Country gave a presentation to Council on the projects Mesa Verde Country has completed in the past year. The presentation included an overview of their achievements both locally and state wide, statistical data from Mesa Verde Country's social media platforms and digital campaigns and a report created by Jessica Thurman, Montezuma County Community and Economic Development Coordinator, that details the visitors who come to Montezuma County, why they come and how long and where they stay. An update on year to date visitation of Mesa Verde National Park and Hovenweep National Monument were also given.

3. General Discussion: Councilmember Keefauver announced that Leadership Montezuma in conjunction with Montezuma County is hosting a Community Involvement Expo on December 14, 2023 from 4:00-8:00 p.m. at the Montezuma County Annex building. He stated this would be an opportunity for people to come gather information and volunteer for non-profit organizations in Montezuma County. Currently, there are 30 non-profits participating but they are expecting around 50-60 to sign-up and anticipating approximately 200 people from the community to attend. He stated that non-profits participating in the event would be eligible for a drawing of \$5000. Citizens who attend will also be eligible to win gift baskets for visiting with three non-profits.

The regular workshop was adjourned at 7:30 p.m.

CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 28, 2023

1. The meeting was called to order in the City Council Chambers at 7:32 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Pro-tem Arlina Yazzie, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Mayor Rachel Medina was absent. Staff present included: Chief of Police Vern Knuckles, Director of Finance Kelly Koskie, Grants Administrator Scott Baker, Community and Economic Development Director Rachael Marchbanks, Community and Economic Development Specialist Helen West, Director of Parks and Recreation Creighton Wright, Court Clerk/Administrator Carla Odell, Director of Public Works Brian Peckins, Director of General Services Rick Smith, Library Director Isabella Sharpensteen, Airport Director Jeremy Patton, Human Resources Director Matt Cashner, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were nine people present in the audience.

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

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

2. The Consent Agenda items acted upon by Council were as follows:
 - a. Approval of the Council Worksession and Agenda Minutes for November 14, 2023.
 - b. Approval of the Expenditure List for November 28, 2023.
 - c. Approval of a Fermented Malt Beverage and Wine Liquor License for Walmart Inc., DBA Walmart Store No. 966, located at 1835 East Main Street, Cortez.
 - d. Approval of a renewal Tavern Liquor License for Cortez Veterans Inc., DBA Cortez Veterans, located at 320 North Harrison Street, Cortez.

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

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

3. PUBLIC PARTICIPATION:
 - Victoria Atkins, Cortez- Spoke in support of Resolution No. 28, Series 2023 and praised the response of the Cortez Historic Preservation Board.

4. PRESENTATIONS:

a. City of Cortez Employee Golf Tournament Presentation to the Girls and Boys High School Golf Team. City Council presented the MCHS girls and boys golf teams with a donation of \$610.00 collected at the City employee golf tournament that was held on September 22, 2023.

b. 2023 October Financial Statements: Director of Finance Koskie presented Council with the 2023 October Financial Statements and stated that there are two items to note: 1) included in the budgeted amount for sales tax is the \$3.7 million used to pay off the Water Enterprise Fund and Hydro Fund loans. Excluding that amount, sales tax is currently 83% of projected for the year which is on track as the City is 83% through the fiscal year and 2) the City received a payment from Montezuma County for property taxes which had been withheld due to the status of the City's audits. With the second payment the city has received \$919,526.35 back to the General Fund.

5. PUBLIC HEARINGS: None

6. UNFINISHED BUSINESS: None

7. NEW BUSINESS

a. 2024 Cortez Community Support Grants. City Manager Sanders stated that most years, the Cortez City Council budgets money from the General Fund to support community organizations that preserve or enrich the health, education, welfare, and fitness of the community. The Cortez City Council endeavor to promote community support organizations through this grant process. Community support organizations may receive grants, up to \$5,000, to support activities and programs that are accessible to the City of Cortez community and encourage the development of healthy community organizations that provide programs for citizen welfare and education in the region. Council funding priorities for 2024 are: nonprofits with verification of status from the State of Colorado, organizations that address a unique community need, organizations that serve a broad spectrum of the community, organizations that avoid overlapping services, and established service providers. The 2024 Community Support Grant application was made available to the public on the City of Cortez website the first of August, 2023 and submissions were due October 13, 2023. This year, the City received 37 grant applications totaling \$165,500 in funding requests. The Council budget for the grant awards is \$32,000. The grant review committee, Councilmember Dennis Spruell, Councilmember David Rainey, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Executive Assistant Wendy Mimiaga, and City Manager Drew Sanders, carefully analyzed each application based on the criteria and have submitted their recommendations for the 2024 grant awards which include: Cancer Resource Alliance of Montezuma and Dolores Counties, Community Connections, Cortez Community Christmas Dinner, Four Corners Community Band, Four Corners Child Advocacy Center, Grace's Kitchen, Hope's Kitchen, Hospice of Montezuma, Indigenous Wellbriety Program, Montelores Early Childhood Council, School Community Youth Collaborative, and Southwest Center for Independence.

Councilmember Dobry moved that Council award the 2024 Cortez Community grants as determined by the 2024 Community Support Grant review committee. Councilmember Rainey

seconded the motion, and the vote was as follows:

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

b. 2024 Joint Chemical Bid. Director of General Services Smith stated the last several years, the City has coordinated a joint chemical bid for the water and sewer plants in our area. The participants in the joint bid this year are: Town of Dolores, Town of Mancos, Montezuma Water Company, and the City of Cortez. The Cortez Sanitation District declined to participate. Combining chemicals used by these plants, and delivering quantities semi-weekly, allowed all the participants to realize cost savings. Each entity awards the chemicals used by their respective plants and are responsible for purchase orders and payments over the course of the award. The bid opening was held on November 15, 2023, with (12) twelve responses. The bid is awarded on an individual item basis to take advantage of the best price per item. Chemicals are regular budget items in each respective department.

Councilmember DeHaven moved that Council award the 2024 Joint Chemical Bid to the individually highlighted vendors as shown on the attached bid result memorandum, with the total City of Cortez award of \$350,306.43. Councilmember Rainey seconded the motion, and the vote was as follows:

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

c. Resolution No. 28, Series 2023. Grant Administrator Baker presented Council with a resolution that would allow the Historical Preservation Board to apply for a grant in the amount of \$12,100 from History Colorado as part of the Certified Local Government program to conduct an archeological study of the Carpenter and Geer natural Areas.

Councilmember Keefauver moved that Council approve Resolution No. 28, Series 2023, a resolution supporting a grant application to History Colorado for an archeological survey of the Carpenter and Geer Natural areas. Councilmember Spruell seconded the motion, and the vote was as follows:

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

d. Request for Council Ratification Regarding an IGA with CDOT for Safe Routes to School Grant. City Manager Sanders stated the Safe Routes to School Grant is a national initiative that funds states to promote walking and bicycling to school for children. Colorado’s Safe Routes to Schools therefore aims to establish coalitions in towns and cities in order to: (1) fix roads and sidewalks on school routes and (2) encourage families and stakeholders to support the healthy, physical activity of kids and their neighborhood safety. The award offer specifically provides \$750,000 (out of \$810,000 total cost) to renovate the sidewalks and streets adjacent to Mesa Elementary (7th street, S. Cedar, W. 3rd). If the project is successful, the City can reapply for future funding to assist with similar projects near other schools in Cortez. CDOT has provided an IGA that sets the groundwork

that will allow for the City of Cortez to receive the award. The IGA was signed by City Manager Sanders, under his lawful authority. However, due to the amount of the grant award, Mr. Sanders has also requested ratification of the IGA by the City Council. Discussion included the remaining \$60,000 for the project. City Manager Sanders stated it was included in the 2024 budget. The project is expected to begin in the spring of 2024.

Councilmember Dobry moved that Council ratify the Intergovernmental Agreement with Colorado Department of Transportation involving a grant in the amount of \$750,000 for the “Cortez 7th Street Safe Routes to School” project. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

e. Appointment to City Advisory Boards. City Clerk Smith stated Council held four interviews with interested applicants during the Council worksession held on November 14, 2023. Two of the applicants, Gary Welch and Bob Bright, had shared their interest in serving on the Planning and Zoning Commission. Also, two applicants, Jake McIntosh and Anthony Beadle spoke of their interest in serving on the Public Arts Advisory Board.

Councilmember DeHaven moved that Council appoint Bob Bright to the Planning and Zoning Commission for a three-year term. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

Councilmember Keefauver moved that Council appoint Jake McIntosh to the Public Arts Advisory Board for a three-year term. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

f. Cancellation of December 26, 2023, Council Meeting. City Clerk Smith stated that traditionally Council has canceled the second City Council meeting in December due to the holidays. The second Council meeting in December is scheduled for December 26, 2023.

Councilmember Spruell moved that Council approve the cancellation of the Cortez City Council meeting scheduled for December 26, 2023. Councilmember Dobry seconded the motion, and the vote was as follows:

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

8. DRAFT RESOLUTION/ORDINANCES: None

9. CITY ATTORNEY'S REPORT: None

10. CITY MANAGER'S REPORT: City Manager Sanders gave a report on the following items:

- Mr. Scott Baker and the finance department have been working on several grants including The Colorado Safe Routes to School (SRTS) grant. The City was awarded \$750,000, for an \$810,000 project to upgrade and install sidewalks and bike lanes for Mesa Elementary students, between 7th Street and 2nd Avenue. Since 2021 we have secured over \$4.4M in grant funding for the City through State and Federal sources for much needed projects throughout Cortez.
- The City experienced a major water line break on Monday November 20, 2023 at about 1:45 a.m. on Main St. in front of Ziggy's coffee shop. Superintendent Randy Hunt and the water team responded immediately, isolated the leak and had it repaired and water service restored by noon that day.
- The trails in the Geer Open Space are sustaining some damage and erosion. There has been limited maintenance, overseen by a volunteer group, over the years and many of the trails have no outflow drainage. With heavy rains this causes the trails to act more as a drainage ditch. Parks and Recreation is taking a proactive approach and is working with a volunteer group to help support the trail maintenance efforts, most of which will occur in the Spring, 2024.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Mayor Pro-tem Yazzie stated that during the workshop a presentation was made by Brian Bartlett, Tourism Director and CED for Mesa Verde Country. He provided Council with data and information from the projects they have completed over the last year.

b. Intergovernmental Agency Dispatch/ Golf Advisory Board. Councilmember Spruell stated that he attended the Intergovernmental Dispatch meeting and the Golf Advisory Board has been discontinued until spring.

b. Parks, Recreation and Forestry Advisory Board. Councilmember Keefauver stated he will be attending the next meeting that will be held on December 1, 2023 at 7:00 am at the Rec Center.

c. Community Involvement Expo. Councilmember Keefauver announced that Leadership Montezuma in conjunction with Montezuma County is hosting a Community Involvement Expo on December 14, 2023 from 4:00-8:00 pm at the Montezuma County Annex building. He stated this would be an opportunity for people to come gather information and volunteer for non-profit organizations in Montezuma County. Currently there are 30 non-profits participating but they are expecting around 50-60 to sign-up and anticipating approximately 200 people from the community to attend. He stated that non-profits participating in the event would be eligible for a drawing of \$5000. Citizens who attend will also be eligible to win gift baskets for visiting with non-profits.

d. First Friday. Councilmember Rainey spoke about the First Friday event to be held at the Cortez

Cultural Center that will showcase beautiful art. The date is December 1, 2023 from 4-6:30 pm.

12. OTHER ITEMS OF BUSINESS: None

13. PUBLIC PARTICIPATION: None

14. ADJOURNMENT: Councilmember Keefauver moved that the regular meeting be adjourned at 8:17 p.m. Councilmember Dobry seconded the motion, and the vote was as follows:

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

Arlina Yazzie, Mayor Pro-tem

ATTEST:

Donna Murphy, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Kelly Koskie
Director of Finance
123 Roger Smith Ave
Cortez, CO. 81321
kkoskie@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 12/05/2023

RE: Approval of the Expenditure List for December 12, 2023

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 1, 2023

Department	Vendor Name	Description	Amount
City Attorney	INVESTIGATIONS LAW GROUP LLC	Professional Services - Investigations 00556	\$ 14,242.50
	MATTHEW BENDER & COMPANY, INC	LexisNexis Subscription Renewal - 10/1/23 to 9/	\$ 2,160.00
		Total	\$ 16,402.50
Human Resources	AT&T MOBILITY	PHONES	\$ 55.41
		Total	\$ 55.41
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES - BARTLETT	\$ 70.00
	MARSHALL SUMRALL	LEGAL SERVICES - EDDIE	\$ 75.00
	MARSHALL SUMRALL	LEGAL SERVICES - JOHN, WHITEHORSE	\$ 280.00
		Total	\$ 425.00
City Clerk	CIVICPLUS	ONLINE CODE HOSTING	\$ 1,100.00
		Total	\$ 1,100.00
Library	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 27.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 59.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 103.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 191.98
		Total	\$ 383.95
Building Maint	AMAZON CAPITAL SERVICES	Energizer Max Size C Batteries, 8/pk	\$ 50.60
	AMAZON CAPITAL SERVICES	Evolution S355MCS Mitring Chop Saw	\$ 849.00
	OFFICE DEPOT	5197801 Energizer L91 Size AA Lithium Batteries	\$ 95.54
		Total	\$ 995.14
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE - NOV 2023	\$ 2,300.00
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 133.90
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 898.50
	FASTENAL COMPANY	16x20x1 Merv10 Hvac Filter	\$ 58.80
	FASTENAL COMPANY	24x24x2 Merv8 Hvac Filter	\$ 157.50
		Total	\$ 3,548.70
Welcome Center	ORKIN LLC	PEST CONTROL SERVICES	\$ 123.99
	STERICYCLE INC.	HAZARDOUS WASTE DISPOSAL	\$ 38.29
	CENTURYLINK	PHONE	\$ 90.26
	FASTENAL COMPANY	16x20x2 Merv8 Hvac Filter	\$ 44.64
	FASTENAL COMPANY	20x20x2 Merv8 Hvac Filter	\$ 99.60
	FASTENAL COMPANY	16x25x2 Merv8 Hvac Filter	\$ 149.40
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 71.16
		Total	\$ 617.34
Police Department	COUNTY SHERIFFS OF COLORADO	Registration fee - Conference	\$ 500.00
	AT&T MOBILITY	PHONES	\$ 136.59
	AT&T MOBILITY	PHONES	\$ 148.71

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 1, 2023

Department	Vendor Name	Description	Amount
	COUNTY SHERIFFS OF COLORADO	membership	\$ 25.00
	CIVIL AIR PATROL MAGAZINE	Advertising	\$ 205.00
	BLACK HILLS AMMUNITION	.9mm 124 gr JHP+P	\$ 3,495.00
	BLACK HILLS AMMUNITION	.223 55 gr FMJ	\$ 5,996.00
	FOUR CORNERS MATERIALS	Concrete for shooting range	\$ 1,638.51
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 89.80
	DIGITCOM ELECTRONICS, INC.	Program radio	\$ 95.00
	MONTEZUMA COUNTY SHERIFF	OCT 2023 INMATE CHARGES	\$ 3,100.00
	AXIS HEALTH SYSTEM	Blanket Purchase Order for Jail Contract	\$ 350.00
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE - NOV 2023	\$ 1,499.58
	ORKIN LLC	PEST CONTROL SERVICES	\$ 187.99
	MANE SHIPPING LLC	SHIPPING	\$ 9.60
	MANE SHIPPING LLC	SHIPPING	\$ 16.74
	MANE SHIPPING LLC	SHIPPING	\$ 42.56
	HOME DEPOT PRO INSTITUTIONAL	REN11510-CA Can liners, 24x33, 8 mic, clear - P	\$ 66.08
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 19.77
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 40.30
	FASTENAL COMPANY	16x16x2 Merv8 Hvac Filter	\$ 56.40
	FASTENAL COMPANY	18x24x2 Merv8 Hvac Filter	\$ 385.20
		Total	\$ 18,103.83
Animal Shelter	CORTEZ ADOBE ANIMAL HOSPITAL	CASTRATIONS	\$ 137.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 64.00
	VIBRANT PET ANIMAL HOSPITAL	SPAY	\$ 132.00
	ORKIN LLC	PEST CONTROL SERVICES	\$ 110.99
	ATMOS ENERGY	GAS SERVICE	\$ 196.85
	STAPLES ADVANTAGE	Data Products R1180 Ink Roller - Kennel	\$ 25.07
		Total	\$ 665.91
Public Works	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 1,850.00
	AT&T MOBILITY	PHONES	\$ 55.41
	AT&T MOBILITY	PHONES	\$ 229.44
	MANUEL NEVES	Reimbursement for Work Boots	\$ 300.00
	CORTEZ ELECTRIC	Service Call - SWOHS School Lights/Toggle Switc	\$ 134.81
	CORTEZ ELECTRIC	Service Call - Install Switches On/Off to School L	\$ 143.70
	INTERMOUNTAIN FARMERS ASSOC.	PAYMENT ON ACCOUNT	\$ (180.45)
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHES	\$ 277.45
		Total	\$ 2,810.36
Outdoor Pool	ATMOS ENERGY	GAS SERVICE	\$ 30.17
		Total	\$ 30.17
Golf Course Maint	AT&T MOBILITY	PHONES	\$ 53.22
	J & B CHEMICAL ASSOCIATES	WSP41.5 P Solution WS Pax	\$ 1,056.97
	AMAZON CAPITAL SERVICES	Split Ring Key Chain Rings, 100/pk - GC	\$ 9.99

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 1, 2023

Department	Vendor Name	Description	Amount
	AMAZON CAPITAL SERVICES	Blank Aluminum Tags w/hole, 50 per bag - GC	\$ 19.98
	TARGET RENTAL	Air compressor Rental - 185 CFM - Weekly Rental	\$ 233.70
	POTESTIO BROTHERS EQUIPMENT, INC	TCA25415 Rim	\$ 585.50
	FASTENAL COMPANY	18x22x1 Merv8 Hvac Filter	\$ 67.80
	SENERGY PETROLEUM	Unleaded Gas for the Golf Course	\$ 944.26
	SENERGY PETROLEUM	Dyed Diesel w/treatment for the Golf Course	\$ 1,465.96
		Total	\$ 4,437.38
Parks	AT&T MOBILITY	PHONES	\$ 53.22
	BELT SALVAGE	PIPE	\$ 103.11
	SLAVENS TRUE VALUE	PIPE CUTTER RENTAL	\$ 4.08
	FOUR STATES TIRE CO.	TIRES	\$ 370.42
		Total	\$ 530.83
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	IHOP HOUSING & USE CODE	\$ 892.50
	SHORT-ELLIOTT-HENDRICKSON INC	ON CALL PLANNING SERVICES	\$ 9,082.50
	AT&T MOBILITY	PHONES	\$ 232.69
		Total	\$ 10,207.69
Shop	CORTEZ COPY & PRINT	DECALS	\$ 9.90
	FOUR STATES TIRE CO.	Reversal of incorrect billing plus credit for 1/2 Window	\$ (568.92)
	FOUR STATES TIRE CO.	Incorrect Billing for 1/2 Window Replacement -	\$ 284.46
	FOUR STATES TIRE CO.	215/75R17 Tire and Install for Unit 1233	\$ 333.02
	FOUR STATES TIRE CO.	New tires for Unit 477	\$ 690.84
	FOUR STATES TIRE CO.	LT265/70R17 Tires, Install and Disposal Fee - Un	\$ 800.20
	FOUR STATES TIRE CO.	New tires for Unit 400	\$ 810.92
	FOUR STATES TIRE CO.	New tires for Unit 491	\$ 813.04
	AMAZON CAPITAL SERVICES	2x36 Sanding Belts, 18/pk	\$ 44.77
	AMAZON CAPITAL SERVICES	Multitool 8 inch Bench Grinder/Belt Grinder	\$ 586.99
	FOUR CORNERS WELDING & GAS SUPPLY	WELDING CABLE	\$ 88.50
	FRONTIER CONTRACTING	Hydraulic cylinder repair - Unit 1234	\$ 436.80
	SENERGY PETROLEUM	86E10 Unleaded Gas for Service Center	\$ 4,071.06
	ORKIN LLC	Blanket PO - Pest Control Services - Service Cent	\$ 176.99
	INDEPENDENT STATIONERS	AAG 76-01-05 Weekly/Monthly Appt Book	\$ 29.59
	INDEPENDENT STATIONERS	AAG SK2400 Calendar Desk Pad	\$ 39.28
	INDEPENDENT STATIONERS	AAG PM12-28 Yearly Wall Calendar, 24x36	\$ 85.50
	XEROX CORPORATION	Blanket PO - C8045 AltaLink Color Copier s/n 8T	\$ 428.69
	BRAVO CLEANING & RESTORATION	Strip and Refinish Tiles - Dispatch Room	\$ 759.00
	FASTENAL COMPANY	16x20x2 Merv8 Hvac Filter	\$ 89.28
	FASTENAL COMPANY	20x20x2 Merv8 Hvac Filter	\$ 298.80
		Total	\$ 10,308.71
Technology	GRAYLOG INC	Graylog Operations Self Managed 10gb License	\$ 10,000.00
	INSIGHT PUBLIC SECTOR, INC.	CIXA0U27AERGAA Sophos Central Intercept X A	\$ 9,023.40
	NETFORCE PC, INC.	LIC-1Y Verkada 1-Year Camera License	\$ 1,701.00

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 1, 2023

Department	Vendor Name	Description	Amount
	AMAZON CAPITAL SERVICES	Cisco SFP-10G-SR 10GBase SFP Module	\$ 61.66
	AMAZON CAPITAL SERVICES	40M OS LC-LC Fiber Patch Cable	\$ 104.79
	AT&T MOBILITY	PHONES	\$ 43.23
	DELL MARKETING L.P.	Dell E2723H Monitors for Muni Court - Credit fo	\$ (256.02)
	DELL MARKETING L.P.	Dell E2723H Monitors for Muni Court - Quote #3	\$ 256.02
	DELL MARKETING L.P.	Dell E2723H Monitors for Muni Court - Quote #3	\$ 512.04
		Total	\$ 21,446.12
Streets	OLDCASTLE SW GROUP INC	2023 Street Improvement Project per Submitted	\$ 651,527.07
	TRAUTNER GEOTECH	Concrete Testing Services - Jarrett Street Improv	\$ 378.75
	CHAVEZ CONSTRUCTION	2023 Concrete Cost Share - Curb & Gutter	\$ 12,131.41
	CANDELARIA CONSTRUCTION INC	2023 Cedar Street Improvement Project - Street	\$ 304,195.23
		Total	\$ 968,232.46
Airport	ATMOS ENERGY	GAS SERVICE	\$ 151.73
	ATMOS ENERGY	GAS SERVICE	\$ 337.57
	GARY ORDWAY	CLOTHING REIMBURSEMENT	\$ 206.83
		Total	\$ 696.13
Dispatch	LANGUAGE LINE SERVICE	INTERPRETATION SERVICES	\$ 17.37
		Total	\$ 17.37
Rec Center	ASCAP	ANNUAL LICENSE FEE	\$ 445.00
	ATMOS ENERGY	GAS SERVICE	\$ 1,074.67
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 617.04
		Total	\$ 2,136.71
Water	KROB LAW OFFICE LLC	WATER LEGAL SERVICES	\$ 360.00
	MONTEZUMA WATER COMPANY	WATER 57371	\$ 314.40
	ATMOS ENERGY	GAS SERVICE	\$ 662.54
	CHEMTRADE CHEMICALS US LLC	Blanket PO - Liquid Alum AL2	\$ 8,185.66
	USA BLUEBOOK	28235 Hach DPD Free CL2 Reagent	\$ 495.74
	BROWNS HILL ENGINEERING & CONT	TECHNICAL CONSULTING/SERVICE WORK	\$ 1,663.70
	FASTENAL COMPANY	24x24x2 Merv8 Hvac Filter	\$ 31.50
	USA BLUEBOOK	30024 Bromcresol Green-meythl Indicator Powd	\$ 27.29
	USA BLUEBOOK	21119 Phenolphthalien Indicator Powder	\$ 27.99
	USA BLUEBOOK	94094 Blue White Flex Pro 1/2 Channel tubing	\$ 79.00
	WRS	Rental of 320LR Excavator to clean the recycle p	\$ 1,700.00
	WRS	Rental of 320LR Excavator to clean the recycle p	\$ 1,700.00
	WRS	Rental of 320LR Excavator to clean the recycle p	\$ 4,008.72
	AT&T MOBILITY	IPADS	\$ 318.51
	AT&T MOBILITY	PHONES	\$ 106.77
	INTERMOUNTAIN FARMERS ASSOC.	PAYMENT ON ACCT	\$ (1.22)
	INTERMOUNTAIN FARMERS ASSOC.	WORK CLOTHES	\$ 301.22
	FASTENAL COMPANY	0136184 White Marking Paint	\$ 85.73

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 1, 2023

Department	Vendor Name	Description	Amount
	C.A.R.E.-CLEANING & RESTORATION	WATER DAMAGE CLEAN UP	\$ 2,290.33
	DANA KEPNER COMPANY	PJA4-13-G-NL Ford Grip Joint Assembly for 3/4 C	\$ 546.48
	DANA KEPNER COMPANY	B44-333-Q-NL 3/4 Ball Valve Quick Joint Curb St	\$ 1,306.92
	CORTEZ ELECTRIC	Water Dock Service Call - Ribbon Cable - #30628	\$ 125.00
	HOLGATE TOOLS & EQUIPMENT REPA	WATER PUMP DIAGNOSTIC FEE	\$ 30.00
	FERGUSON WATERWORKS #1116	K7571LAPOL 4 DIMJ RW OL Gate Valve L/A - Qu	\$ 1,521.00
	FERGUSON WATERWORKS #1116	K7571LAUOL 6 DI MJ RW OL Gate Valve L/A"	\$ 5,822.70
	BROWNS HILL ENGINEERING & CONT	Materials/Labor - Provide, install wiring and con	\$ 4,800.00
	MUELLER CONSTRUCTION SERVICES I	2023 Clarifier Drive Replacement Project	\$ 7,410.00
	CANDELARIA CONSTRUCTION INC	2023 Cedar Street Improvement Project - Water	\$ 117,823.94
		Total	\$ 161,743.92
Refuse	CORTEZ COPY & PRINT	BUSINESS CARDS	\$ 49.75
	AMAZON CAPITAL SERVICES	Atlas 460L Cold Weather Work Gloves - Dozen	\$ 352.80
	FOUR CORNERS WELDING & GAS SUP	Blanket PO - Refuse/Recycling Welding Supplies	\$ 164.02
	ABLE TOWING OF CORTEZ	Tire chains for New Units, 22.5 and 24.5	\$ 1,188.66
	AMAZON CAPITAL SERVICES	Buyers 1492128 Flood Light, Square, LED - Units	\$ 96.82
	AMAZON CAPITAL SERVICES	Buyers 8891040 Mini Light Bar, Amber, LED - Ur	\$ 162.54
		Total	\$ 2,014.59
Total			\$ 1,226,910.22

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 8, 2023

Department	Vendor Name	Description	Amount
Municipal Court	PADILLA LAW P.C.	MUNICIPAL COURT JUDGE	\$ 2,200.00
	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 1,404.00
	STAPLES ADVANTAGE	HP206A W2111A Print cartridge, Cyan	\$ 60.06
	STAPLES ADVANTAGE	HP206A W2112A Print cartridge, Yellow	\$ 60.06
	STAPLES ADVANTAGE	HP206A W2113A Print cartridge, Magenta	\$ 60.06
	STAPLES ADVANTAGE	HP206A W2110A Print cartridge, Black	\$ 102.66
		Total	\$ 3,886.84
City Manager	AMAZON CAPITAL SERVICES	Victoner 206A Print Cartridge Set	\$ 237.99
		Total	\$ 237.99
Finance	POSTAL PROS, INC.	INVOICES	\$ 519.34
		Total	\$ 519.34
Library	CITY OF CORTEZ	FIBER	\$ 3,503.40
	CORTEZ SANITATION DISTRICT	SEWER	\$ 45.00
	CITY OF CORTEZ	REFUSE	\$ 135.60
	CITY OF CORTEZ	WATER	\$ 37.15
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 67.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 127.17
		Total	\$ 3,916.31
City Hall Operations	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	SEWER	\$ 45.00
	CITY OF CORTEZ	REFUSE	\$ 235.40
	CITY OF CORTEZ	WATER	\$ 80.65
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 175.71
	AMAZON CAPITAL SERVICES	GKOLED 30W LED Floodlight, Outdoor Security P	\$ 107.97
		Total	\$ 1,244.37
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services for CO Welcome Center for	\$ 2,501.00
	CITY OF CORTEZ	FIBER	\$ 806.76
	CORTEZ SANITATION DISTRICT	SEWER	\$ 45.00
	CITY OF CORTEZ	REFUSE	\$ 94.80
	CITY OF CORTEZ	WATER	\$ 30.05
	FLORES STUCCO LLC	Stucco repair work at the Welcome Center	\$ 2,500.00
		Total	\$ 5,977.61
Police Department	COLORADO ASSOC OF CHIEFS OF POLICE	Membership Dues for A. Brock	\$ 125.00
	GALL'S LLC	Shipping	\$ 21.00
	GALL'S LLC	Galls 3 season jacket	\$ 57.20
	GALL'S LLC	UFX s/s polo	\$ 89.76
	GALL'S LLC	UFX l/s polo	\$ 99.44
	GALL'S LLC	Mens Alphaforce oxford	\$ 120.52
	GALL'S LLC	511 tac lite pants	\$ 207.68

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 8, 2023

Department	Vendor Name	Description	Amount
	SALT LAKE WHOLESALE SPORTS	1 ounce slug, low recoil	\$ 394.00
	SALT LAKE WHOLESALE SPORTS	124 GR HST HP+P	\$ 2,095.00
	KUSTOM SIGNALS, INC.	Smart 18 speed wagon	\$ 11,615.00
	CITY OF CORTEZ	FIBER	\$ 1,136.52
	CORTEZ SANITATION DISTRICT	SEWER	\$ 53.00
	FRALEY PROPANE LLC	Propane for evidence shed	\$ 301.88
	CITY OF CORTEZ	REFUSE	\$ 218.30
	CITY OF CORTEZ	WATER	\$ 58.45
	INDEPENDENT STATIONERS	AAG E71750 Daily Desk Calendar Refill	\$ 5.10
	INDEPENDENT STATIONERS	AAG SK200 Dayminder 14 Month Planner	\$ 11.07
	INDEPENDENT STATIONERS	AAG PM1128 3 Month Wall Calendar	\$ 50.28
	INDEPENDENT STATIONERS	AAG PM228 Monthly Wall Calendar 12x17	\$ 81.20
	INDEPENDENT STATIONERS	AAG SK2400 Monthly Desk Pad	\$ 127.66
	AMAZON CAPITAL SERVICES	IceCasa 3-door Commercial Reach-in Refrigerator	\$ 3,899.00
	CORTEZ GLASS CO.	Replace window pane	\$ 448.00
	IT1 SOURCE LLC	HP LaserJet Pro MFP 4301fdw Printer	\$ 499.10
		Total	\$ 21,714.16
Animal Shelter	CORTEZ ADOBE ANIMAL HOSPITAL	SPAYS	\$ 160.00
	FOUR CORNERS M.A.S.H., LLC	SPAYS	\$ 320.00
	FOUR CORNERS M.A.S.H., LLC	SPAY/NEUTER	\$ 416.00
	CITY OF CORTEZ	FIBER	\$ 650.20
	CORTEZ SANITATION DISTRICT	SEWER	\$ 69.00
	CITY OF CORTEZ	REFUSE	\$ 54.00
	CITY OF CORTEZ	WATER	\$ 69.10
		Total	\$ 1,738.30
Public Works	INDEPENDENT STATIONERS	Calendar order - 7 SK2400, 8 PM1228 - Public Works	\$ 172.44
		Total	\$ 172.44
Outdoor Pool	CITY OF CORTEZ	FIBER	\$ 323.80
	CORTEZ SANITATION DISTRICT	SEWER	\$ 45.00
	CITY OF CORTEZ	REFUSE	\$ 161.40
		Total	\$ 530.20
Golf Pro	CORTEZ SANITATION DISTRICT	SEWER	\$ 173.00
	CITY OF CORTEZ	REFUSE	\$ 235.40
	CITY OF CORTEZ	WATER	\$ 182.70
		Total	\$ 591.10
Golf Course Maint	CITY OF CORTEZ	FIBER	\$ 563.80
	CORTEZ SANITATION DISTRICT	SEWER	\$ 45.00
	CITY OF CORTEZ	REFUSE	\$ 235.40
	CITY OF CORTEZ	WATER	\$ 30.05
	DUSENBERY'S INC	Trailer for Poly Storage Tank, 7x12 vin 1Z9BU12	\$ 4,805.00

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 8, 2023

Department	Vendor Name	Description	Amount
		Total	\$ 5,679.25
Parks	LE PEW PORTA-JOHNS INC.	MONTHLY RENTALS	\$ 864.00
	CITY OF CORTEZ	FIBER	\$ 386.68
	CORTEZ SANITATION DISTRICT	SEWER	\$ 343.00
	CITY OF CORTEZ	REFUSE	\$ 1,810.15
	CITY OF CORTEZ	WATER	\$ 1,283.40
	RENT ALL RENTALS	BREAKER RENTAL	\$ 66.00
	SPARKS PLUMBING	SERVICE AND LABOR FEE	\$ 300.00
		Total	\$ 5,053.23
Shop	SAFETY-KLEEN SYSTEMS INC	30150 MDL 30 Solvent	\$ 286.77
	SAFETY-KLEEN SYSTEMS INC	Hazardous Waste Disposal - Used Filters	\$ 488.79
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Productst for Fleet	\$ 31.06
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Productst for Fleet	\$ 612.33
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Productst for Fleet	\$ 719.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 21.60
	FOUR STATES TIRE CO.	New tires for Unit 1509	\$ 754.00
	FOUR STATES TIRE CO.	New tires for Unit 488	\$ 850.00
	BIG R/JOHN DEERE FINANCIAL	Work clothes - Nick	\$ (303.93)
	BIG R/JOHN DEERE FINANCIAL	Work clothes - Darin	\$ 244.93
	BIG R/JOHN DEERE FINANCIAL	Work clothes - Stan	\$ 294.94
	BIG R/JOHN DEERE FINANCIAL	Work clothes - Nick	\$ 300.00
	BIG R/JOHN DEERE FINANCIAL	Work clothes - Nick	\$ 303.93
	AMAZON CAPITAL SERVICES	Arcan 3-ton Alum Floor Jack	\$ 290.99
	FOUR CORNERS WELDING & GAS SUPPLY	WELDER STINGER	\$ 32.81
	CHOICE BUILDING SUPPLY	STRING	\$ 5.59
	FRONTIER CONTRACTING	Cylinder repair for Unit 989	\$ 810.39
	KEESEE MOTORS	BOLTS	\$ 7.28
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs	\$ 83.46
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs	\$ 98.70
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs	\$ 116.49
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (117.10)
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 39.71
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 44.63
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 148.13
	STOTZ EQUIPMENT	Blanket PO - Parts/Supplies for Fleet	\$ 57.60
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (260.37)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 5.59
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 8.34
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 12.45
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 12.92
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 16.64
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 17.19

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 8, 2023

Department	Vendor Name	Description	Amount
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 23.48
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 27.19
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 29.42
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 30.81
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 33.29
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 50.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 93.42
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 94.28
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 138.57
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 140.69
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 156.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 189.83
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 198.31
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 266.02
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 305.52
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 354.84
	SENERGY PETROLEUM	86E10 Unleaded Gas for Service Center	\$ 3,490.32
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at Service Center	\$ 1,950.00
	PITNEY BOWES GLOBAL FINANCIAL SERV	Blanket PO - Postage meter MP81 s/n 0207497,	\$ 200.37
	CITY OF CORTEZ	FIBER	\$ 256.00
	CORTEZ SANITATION DISTRICT	SEWER	\$ 114.00
	CITY OF CORTEZ	REFUSE	\$ 380.65
	CITY OF CORTEZ	WATER	\$ 741.70
	XEROX CORPORATION	Blanket PO - B7035 WorkCenter s/n 5DA859596	\$ 280.53
		Total	\$ 15,600.52
Technology	INDEPENDENT STATIONERS	Calendar order - 2 PM1228 - IT	\$ 28.50
		Total	\$ 28.50
Self Insured Health Fund	TRIAD EAP	EAP SERVICE 12/1/23 - 2/29/24	\$ 1,488.00
		Total	\$ 1,488.00
Airport	CITY OF CORTEZ	REFUSE	\$ 45.05
		Total	\$ 45.05
Dispatch	NICE ELECTRIC	State Electrical Permit #988617	\$ 88.00
	NICE ELECTRIC	Materials for Wiring Emergency Dispatch at the	\$ 513.14
	NICE ELECTRIC	Labor for Wiring Emergency Dispatch at the Serv	\$ 1,880.00
		Total	\$ 2,481.14
Rec Center	CITY OF CORTEZ	FIBER	\$ 599.64
	CORTEZ SANITATION DISTRICT	SEWER	\$ 697.00
	CITY OF CORTEZ	REFUSE	\$ 235.40
	CITY OF CORTEZ	WATER	\$ 335.78
		Total	\$ 1,867.82

EXPENDITURE LIST FOR WEEK ENDING DECEMBER 8, 2023

Department	Vendor Name	Description	Amount
Water	POSTAL PROS, INC.	POSTAGE	\$ 714.02
	GREEN ANALYTICAL LABS, INC.	LAB TESTING SERVICES	\$ 124.20
	CITY OF CORTEZ	FIBER	\$ 556.00
	CITY OF CORTEZ	REFUSE	\$ 54.00
	INDEPENDENT STATIONERS	Calendar order - 2 SK2400, 3 PM1228 - WTP	\$ 52.57
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 83.85
	INDEPENDENT STATIONERS	Calendar order - 4 SK2400, 3 PM1228, 1 PM228	\$ 87.63
		Total	\$ 1,672.27
CCN Fund	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 85.14
	CITY OF CORTEZ	FIBER	\$ 1,337.40
	MAMMOTH NETWORKS	Blanket PO - D1A, CRTZ2018-001R 2Gbps comm	\$ 1,695.00
	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless inte	\$ 1,980.32
		Total	\$ 5,097.86
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 714.02
	INDEPENDENT STATIONERS	Calendar order - 1 SK2400, 1 PM20028 - Refuse	\$ 28.94
	AMAZON CAPITAL SERVICES	30222 Hardware Kit for Rack	\$ 153.08
	AMAZON CAPITAL SERVICES	BAC12700W Louvered Rack - Unit 734	\$ 379.99
		Total	\$ 1,276.03
Total			\$ 80,818.33



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 11/30/2023

RE: Approval of a renewal Retail Liquor Store Liquor License and Tasting Permit for West Slope Liquors, Inc., DBA West Slope Liquors located at 2212 East Main Street, Suite 1, Cortez.

Attachments

Renewal- West Slope



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

11/30/2023

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPROVAL OF A RENEWAL RETAIL LIQUOR STORE LIQUOR LICENSE APPLICATION AND TASTINGS PERMIT FROM WEST SLOPE LIQUORS INC., DBA WEST SLOPE LIQUORS, LOCATED AT 2212 EAST MAIN STREET, SUITE #1, CORTEZ

BACKGROUND

The renewal application on the liquor license referred to above was filed in the City Clerk's office on November 30, 2023. A Tastings Permit application was filed for West Slope Liquors to host tastings in 2024 and 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.

Council approved Ordinance No. 1182, Series 2013, which allowed for tastings at licensed liquor stores in Cortez. Jim Wilson, owner of West Slope Liquors, was approved for tasting permits since 2013 and has again applied for the permit for 2023. No issues have arisen from Mr. Wilson's tastings which consisted of a couple events in 2022.

RECOMMENDATION

Staff recommends approval of a renewal Retail Liquor License and Tastings Permit for West Slope Liquors Inc., DBA West Slope Liquors, located at 2212 East Main Street, Suite #1, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Linda Smith
City Clerk
123 Roger Smith Avenue
Cortez, CO. 81321
lsmith@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 11/30/2023

RE: Approval of a Special Event Permit for Cortez Area Chamber of Commerce to host a "Business After Hours" event on December 21, 2023, on the premises of Dolores State Bank, located at 744 East Main Street, Cortez.

Attachments

SEP Chamber of Commerce



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

11/30/2023

MEMO TO: Honorable Mayor and City Council
FROM: Donna Murphy, Deputy City Clerk
SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR THE CORTEZ AREA
CHAMBER OF COMMERCE

BACKGROUND

The application referred to above was filed with the City Clerk's office on November 17, 2023. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow The Cortez Area Chamber of Commerce to host a Business After Hours event on Thursday, December 21, 2023, on the premises of Dolores State Bank, located at 744 East Main Street, Cortez.

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the third event for 2023.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to the Cortez Area Chamber of Commerce for a Business After Hours event on Thursday, December 21, 2023 from 5:00 p.m. until 8:00 p.m. on the premises of Dolores State Bank, located at 744 East Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Drew Sanders
City Manager
123 Roger Smith Avenue
Cortez, CO. 81321
dsanders@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL
From: DREW SANDERS, CITY MANAGER
Date: December 1, 2023
RE: Years of Service Awards

Attachments

Years of Service Awards

2023

Years of Service Awards

5 Years

Kristin Cannon – Patrol Officer

Shane Fletcher – Patrol Officer

Koby Guttridge - Detective

Stephon Lobato - Detective

Dustin Dalman – Recreation Center Night Custodian

10 Years

Alissa Baxstrom – Technology Services Supervisor

Ralph Parker – Library Night Custodian

Donna Peterson – Library Clerk

15 Years

Jerry Sam – Patrol Officer

35 Years

Rick Smith – Director of General Services



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Matt Cashner
Human Resources Director
123 Roger Smith Avenue
Cortez, CO. 81321
mcashner@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: MATT CASHNER, HUMAN RESOURCES DIRECTOR

Date: November 30, 2023

RE: Resolution No. 22, Series 2023

DISCUSSION

The City would like to withdraw the remaining assets and terminate the existing plan. The funds will be used to offset the City's regular contributions into the existing police officer's Money Purchase Plan with Mission Square. The FPPA fund had \$260,201.29 as of 9/30/2023.

BACKGROUND

The City of Cortez used the Fire and Police Pension Association (FPPA) as a retirement plan in the 1970's. This plan was referred to as the "Old Hire Plan." In 1979 the police officers voted to change to a new plan with the Fire and Police Pension Association. Two officers elected to stay on the Old Hire Plan and the last surviving spouse passed away in 2022. This person's passing triggered FPPA to contact the City of Cortez about the City's intentions concerning the use of the remaining funds left in the Old Hire Plan. The City is required to do something with these funds and is governed by state statute as to what can be done with the funds. FPPA states if no person can become or is eligible for payment of a benefit from this Old Hire Police Plan, the City may authorize use of the money in the Old Hire Police Plan to make employer contributions under a local money purchase plan. Per FPPA's records, Cortez's paid police officers participate in a local money purchase plan. Requirements to utilize these funds are that at least 60 days before adoption of a resolution, the City must publish one notice in a newspaper having general circulation within the municipality. The notice shall state the intent of the City to use the money in the plan. The notice shall state that persons who believe they are or may be entitled to benefit payments shall have 60 days from the date of the notice in which to file an objection, in writing, with the governing body regarding its proposed use of the fund. A public notice was drafted and published in the Cortez Journal on 9/27/2023. One person spoke with City Manager Drew Sanders about the fund but has not filed an objection in writing. The second requirement from FPPA is a resolution must be adopted stating the City's desire to withdraw the remaining assets and terminate the plan as required by the Idle Funds Statutes.

RECOMMENDATION

Staff recommends Council pass Resolution #22, Series 2023, which resolution allows the City to utilize the funds to offset the City's contributions into the existing police officer's Money Purchase Plan with Mission Square and terminate the Old Hire Plan with FPPA.

MOTION

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

I move that the City Council pass Resolution #22, Series 2023, which resolution allows the City to utilize the

funds to offset the City's contributions into the existing police officer's Money Purchase Plan with Mission Square and terminate the Old Hire Plan with FPPA.

Attachments

Resolution No. 22, Series 2023
Public Notice

**CORTEZ
CITY COUNCIL
RESOLUTION NO 22, SERIES 2023**

**A RESOLUTION PROVIDING FOR APPROPRIATE USES OF OLD HIRE POLICE
PENSION FUND WHERE NO BENEFICIARIES EXIST OR MAY EXIST**

WHEREAS, pursuant to C.R.S. §31-30.5-209, a notice was published in a newspaper having general circulation within the City of Cortez on September 27th, 2023 stating the intent of the Cortez City Council to use old hire police officers' pension funds from the Fire & Police Pension Association of Colorado (the "Fund") according to those uses permitted by Colorado law, and requesting objections from any persons who believed they are or may be entitled to benefit payments from the Fund as to the proposed uses of the Fund; and

WHEREAS, on December 7th, 2023, the Cortez City Council published a public notice of its intent to conduct a public hearing to consider this Resolution No.22, Series 2023 in a newspaper having general circulation within the City of Cortez with the public hearing to occur on December 12th, 2023; and

WHEREAS, at the December 12th, 2023 public hearing, no objections by any person believing that person is or may be entitled to benefit payments from the Fund were received by the City Council.

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

1. That the City of Cortez gave public notice, at least sixty (60) days prior to the consideration and adoption of this Resolution, of the City's intent to use the old hire police officers' pension funds from the Fire & Police Pension Association of Colorado (the "Fund") according to the uses allowed under C.R.S. section 31-30.5-209.

2. That in the public notice, the City requested that any beneficiaries of the Fund file an objection to said uses.

3. That the City published public notice of a public hearing on the consideration of this Resolution No. 22, series 2023, and on the proposed uses of the Fund.

4. That the City Council conducted a public hearing on December 12th, 2023, to consider the proposed uses of the Fund and to consider adoption of this Resolution.

5. That the City did not receive any objections from any person who believes that he or she is entitled to or may be entitled to benefit payments from the Fund.

6. That the City Council now finds that no person or persons is, and no person can become eligible for payment of a benefit from City of Cortez or the Fund established pursuant to C.R.S. section 31- 30.5-201(1).

7. That the City Council hereby authorizes use of the Fund for any or all of the following purposes:

a. To make contributions to the defined benefit system trust fund pursuant to C.R.S. section 31-31-402(2);

b. In addition, any money in the Fund that is attributable to contributions by the City and the interest on such contributions may be used for any police-related purpose and, if no such police-related need exists, for any purpose as decided by the Cortez City Council.

8. That if, within one year after the adoption of this Resolution, any person establishes a claim to a benefit from the Fund, the City of Cortez shall repay to the Fund any money expended from the Fund and no such additional expenditures shall be made from the Fund.

9. That it is the City's desire to withdraw the remaining assets and terminate the Plan as required by the Idle Funds Statutes.

10. That this Resolution shall be effective upon adoption by the City Council.

MOVED, SECONDED, AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CORTEZ CITY COUNCIL

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



Matt Cashner
Director of Human Resources
123 Roger Smith Ave.
Cortez, CO. 81321
mcashner@cortezco.gov

HUMAN RESOURCES

9/20/2023

Public Notice

The City of Cortez has an Old Hire Police Pension Fund established pursuant to C.R.S. 31-30.5-201(2). The City intends to use the funds pursuant to C.R.S. 31-30.5-209 where the City may utilize these funds for any police related purpose and, if no such police related need exists, for any purpose as decided by the Cortez City Council. Persons who believe they are or may be entitled to benefit payments from the Old Hire Police Pension Fund shall have sixty (60) days from the date of publication of this notice in which to file an objection, in writing, to the City of Cortez City Council in care of Drew Sanders, 123 Roger Smith Ave. Cortez, CO. 81321

Run 9/27/2023



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Rachael Marchbanks
Community/Economic Development Director
123 Roger Smith Ave
Cortez, CO. 81321
rmarchbanks@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: Cheryl Lindquist, Permit Technician/Deputy City Clerk

Date: 12/05/2023

RE: Resolution No. 31, Series 2023

DISCUSSION

See attached.

BACKGROUND

The applicant, The S N Warehouse, LLC, recently received approval for a conditional use permit to establish/renovate a storage facility located on property located at 459 W North Street. There is an existing building on the western lot that has never been completed. The applicant plans to renovate the existing building into a climate-controlled indoor storage with a small office, meeting room, and kitchen for employees. The second structure will consist of covered outdoor storage for large recreational vehicles, boats, etc. The eastern lot is currently vacant. A lot consolidation is required prior to construction.

FISCAL IMPACT

Not studied.

RECOMMENDATION

Staff recommends Council approve Resolution No. 31, Series 2023, a resolution approving an amended plat of Lots 1-8, Block 2, Western Addition to the Town of Cortez, Colorado, in the Commercial Highway (C) Zoning District, with the following conditions:

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

MOTION

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

I move that City Council approve Resolution No. 31, Series 2023, a resolution approving an amended plat of Lots 1-8, Block 2W, Western Addition to the Town of Cortez, Colorado, in the Commercial Highway (C) Zoning District, with the two conditions stated in the resolution.

Attachments

Staff Report
Resolution No. 31, Series 2023
Documentation



*City of Cortez
Community &
Economic Development
123 Roger Smith Avenue
Cortez, CO 81321*

Meeting Date: December 12, 2023
Project No. LU23-000008

STAFF REPORT

TO: Members of the Cortez City Council
FROM: Nancy Dossdall, Contract City Planner

SUBJECT: Application for an amended plat of Lots 1 – 8, Block 2W, Western Addition to the Town of Cortez. The property is located at 459 W North Street, Cortez, CO, zoned C, Commercial Highway District (the “Property”).

APPLICANT: The S N Warehouse, LLC (Erin and Jeramie Neer)

OWNER: The S N Warehouse, LLC

ATTACHMENTS: CC Resolution No. 31, Series 2023
Project Narrative
Amended Plat

BACKGROUND

The applicant, The S N Warehouse, LLC (the “Applicant”), recently received approval for a conditional use permit to establish/renovate a storage facility located on the Property at 459 W North Street. There is an existing building on the western lot that has never been completed. The Applicant hopes to renovate the existing building into climate controlled indoor storage with a small office, meeting room and kitchen for employees. The second structure will consist of covered outdoor storage for large recreational vehicles, boats, etc. The eastern lot is currently vacant. A lot consolidation is required prior to construction.

The site is bounded on all sides by commercial properties, all zoned Commercial Highway (C).

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed
Min. lot area (sq. ft.)	3,000	33,722 sq. ft. (after consolidation)
Min. front yard (ft.)	10’	10’
Min. side yard (ft)	0’	15’

Min. rear yard (ft)	7'	20'
Max. lot coverage	50%	42%
Min. floor area	n/a	n/a
Max height (ft)	50'	19' 3 1/8"
Parking	No code requirement	4 spaces provided
Landscaping	10% or 3,372 sq. ft.	10.3% or 3,467 sq. ft.

ISSUES

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

(a) Replats and plat amendments shall be subject to all of the requirements of this code regarding preliminary plats and final plats, provided, however, that the city council shall be authorized to approve a replat or plat amendment without notice or hearing where the replat or plat amendment is solely for one or more of the following purposes and does not remove any covenants or restrictions or increase the number of lots. Such approval and issuance shall not require notice, hearing, or approval of other lot owners. Allowable purposes for a replat or plat amendment include to:

- (1) Correct an error in any course or distance shown on the prior plat.
- (2) Add any course or distance that was omitted on the prior plat.
- (3) Correct an error in the description of the real property shown on the prior plat.
- (4) Indicate monuments set after death, disability, or retirement from practice of the engineer responsible for setting the monuments.
- (5) Show the proper location or character of any monument that has been changed in location or character or that originally was shown at the wrong location or incorrectly as to its character on the prior plat.
- (6) Correct any other type of clerical error or omission in the previously approved plat.
- (7) Correct an error in courses and distances of lot lines between two (2) adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not have a material adverse effect on the property rights of the owners in the plat.
- (8) Relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement.
- (9) Relocate or vacate one (1) or more lot lines between one (1) or more adjacent lots and /or parcels or tracts where the owner or owners of all such property join in the application for the plat amendment.

DISCUSSION

The purpose of this request is to vacate the lot lines between the two lots and consolidate them into one lot. The new lot will meet or exceed all requirements of the (C) zone. A lot consolidation was required as a condition of approval of the site plan and conditional use permit. The proposal meets the requirements of (9) above.

AGENCY REVIEW

Cortez Sanitation (Jim Webb)

The Sanitation District Has no issues with the proposed plans.

GIS Coordinator (Doug Roth)

1. It appears that the plat dedicates a 15ft utility easement along the east side of proposed Lot 8A. The Civil site plan indicates a 10ft setback for the new building from the east lot line. This incongruity needs to be resolved prior to final approval.
2. 459 W. North St. address can continue to be used for this project. Building "A" and building "B" designations will be established at the time of building permit.

Empire Electric (Greg South)

Plat looks good.

Empire's OH & UG powerlines along with easements are shown on plat.

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

ALTERNATIVES

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

RECOMMENDATION

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

If Council so chooses to follow the recommendation of Staff, a possible motion for the City Council would be: I move that the City Council approve the amended plat for Lots 1 – 8, Block 2W, Western Addition to the Town of Cortez, through Council Resolution No. 31, Series 2023, with the following conditions:

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

**CITY OF CORTEZ
RESOLUTION NO. 31, SERIES 2023**

**A RESOLUTION APPROVING AN AMENDED PLAT OF LOTS 1-8, BLOCK 2W,
WESTERN ADDITION TO THE TOWN OF CORTEZ, COLORADO, IN THE
COMMERCIAL HIGHWAY (C) ZONING DISTRICT**

WHEREAS, the owner/applicant, The S N Warehouse, LLC (the “Owner/applicant”), has applied for approval of an amended plat to consolidate the existing lots located at 459 W North Street, Cortez, Colorado, and more particularly described as (the “Property”):

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 2W, Western Addition to the Town of Cortez, according to the plat thereof filed for record November 20, 1947 in Book 1 at Page 56, contained in Section 27, T36 N, R16W, NMPM, also known as 459 W North St, Cortez, Colorado

WHEREAS, Land Use Code Section 6.09, Replats and plat amendments, indicates that the owner or developer of a property may request a plat amendment pursuant to all code requirements; and

WHEREAS, the City Council reviewed the application and proposed plat for a plat amendment for the Property; and

WHEREAS, based on the evidence and testimony presented at the City Council’s December 12, 2023 meeting, Staff recommended certain conditions of approval to be considered by the City Council; and

WHEREAS, it appears that all applicable requirements of the City of Cortez Land Use Code for a plat amendment of the Property have been or can be met.

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

THAT, Resolution No. 31, Series 2023, contains the conditions of approval for the plat amendment of the Property; and

THAT, the plat amendment and full application for the Property are hereby approved, subject to the following condition to ensure compliance with the standards in the City of Cortez Land Use Code for an amended plat:

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

MOVED, SECONDED, AND ADOPTED THIS 12th DAY OF DECEMBER 2023

CORTEZ CITY COUNCIL

Rachael B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

Amended Plat

APPLICANT: Jeramie and Erin Neer

APPLICANT EMAIL: erin@sweetbooksllc.com

MAILING ADDRESS: 27696 Highway 145, Dolores, CO 81323

PHONE: (970) 729-1619 FAX: n/a

PROPERTY ADDRESS: 459 W. North Street and the adjacent TBD W. North Street; Cortez, CO 81321

PROPERTY FOR: RV and Boat Storage

Submittal Requirements

Letter of petition (Narrative)

Title certificate from a licensed title company or attorney listing:

- The name of the property owner(s)

- All liens

- All easements and judgments of record affecting the subject property

Agent Authorization Letter if Applicable

Plat

Boundary lines, bearings and distances

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

Intersecting streets

Proposed streets, alleys, and easements

Proposed blocks, lots and parks – with dimensions

5' intervals of topographic contours

All easements or ROW's necessary for drainage

Subdivision title _____

Land planner or engineer _____ Phone #: _____

Name and addresses of the owner(s)

Dedicated parks, playgrounds and other public uses

Scale, north point, date, and other pertinent data

Property owner's name, address, and telephone number

A proposed preliminary layout of sanitary sewer and water lines

Drainage report/statement

Wetlands identification

Protective covenants

Proposed land uses

Vicinity map

Application fee \$ 200.00 (if submitted before Dec. 31, 2023)

The SN Warehouse, LLC

Amended Plat Narrative

Submission Date: 11/15/23

To Whom it May Concern:

Our properties at 459W North Street and the adjacent TBD lot were approved for a Conditional Use Permit by the City of Cortez Planning and Zoning Commission on 10/3/2023.

Pursuant to the plans presented with that approved Application, the approved use would utilize both 459W North Street and the adjacent vacant lot.

The approved application and use will be a huge improvement to what is a long-neglected parcel adjacent to Downton Cortez.

Thank you for your consideration of this proposal. We look forward to working with you to help us improve and enhance these long unused parcels in the heart of the Cortez commercial district.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin & Jeramie Neer', with a stylized flourish at the end.

Erin & Jeramie Neer

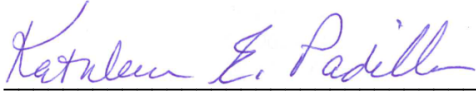
ENDORSEMENT
Issued by

WESTCOR LAND TITLE INSURANCE COMPANY

The Policy is hereby amended by deleting paragraph(s) 1, 2, 3 and 4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WESTCOR LAND TITLE INSURANCE COMPANY



Authorized Signatory

CLTA Form 110.1
Deletion of Item from Policy (06/03/05)
ALTA or CLTA – Owner or Lender
EN-210 (9/12/07)

Order Number: **MO22104387**
Policy Number: **OP-6-CO1026-13393165**
Insured: **THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY**



Colorado Title & Closing Services - Cortez
631 E. Main Street
Cortez, CO 81321
Phone: (970)564-9770
Fax: (970)564-9769

THE S N WAREHOUSE, LLC
27696 HIGHWAY 145
DOLORES, CO 81323

Re: Order No. MO22105915

Dear Erin,

Enclosed please find the Owner's Title Insurance Policy issued in connection with the above captioned order.

In accordance with the Financial Services Modernization Act, also known as the Gramm-Leach-Bliley Act, effective July 1, 2001, it is our policy that we will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

We thank you for this opportunity of serving you. If you should have any questions or require further assistance, please do not hesitate to call on us.

Sincerely,

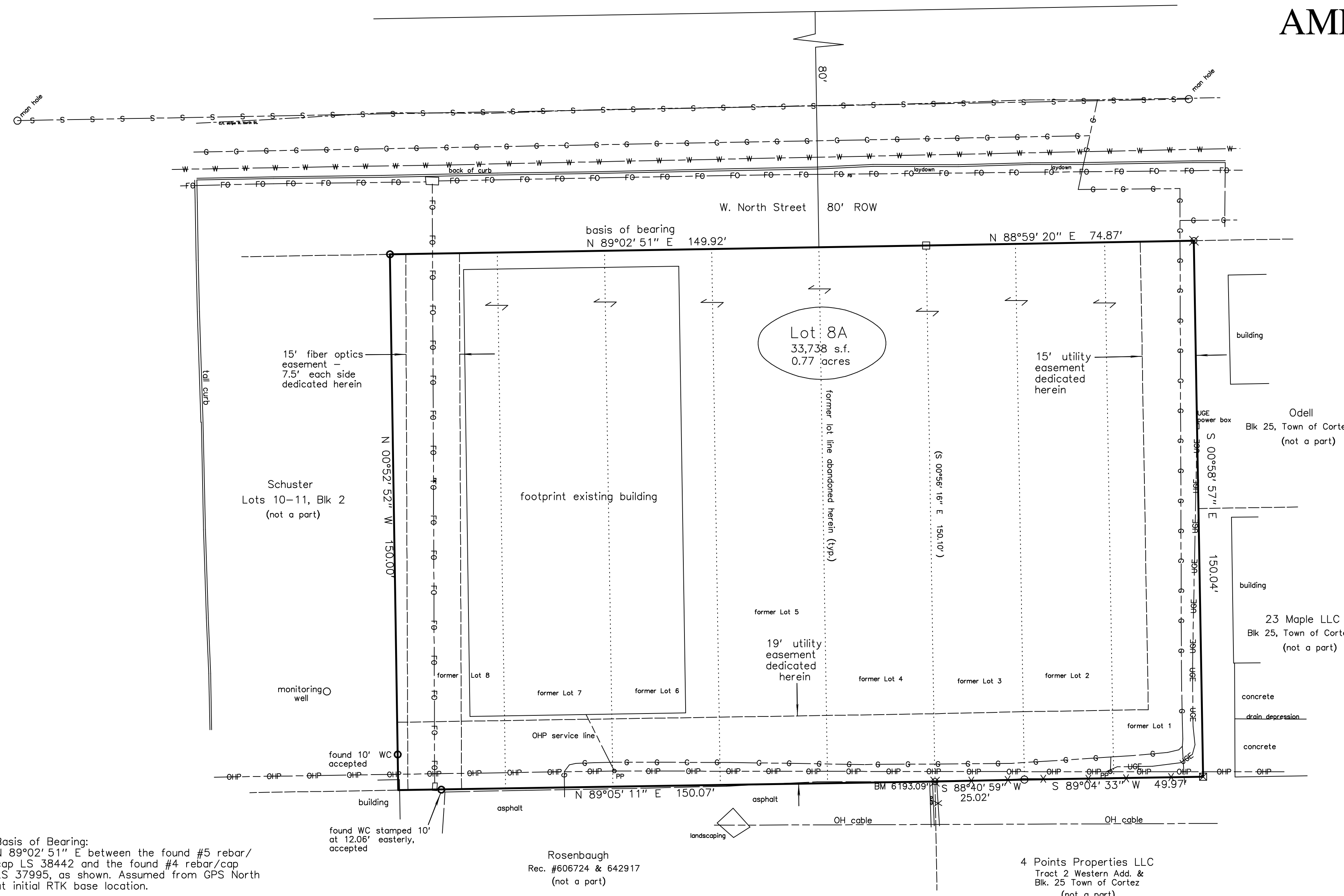
COLORADO TITLE & CLOSING SERVICES, LLC

A handwritten signature in purple ink that reads "Kathleen E. Padilla".

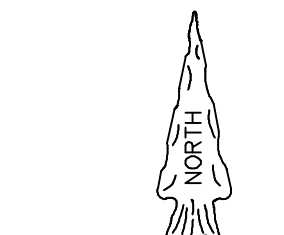
Policy Department 3/1/22

AMENDED PLAT OF LOTS 1-8, BLOCK 2, WESTERN ADDITION TO THE TOWN OF CORTEZ CREATING LOT 8 A

SECTION 27, T.36 N., R.16 W., NMPM, MONTEZUMA COUNTY, COLORADO



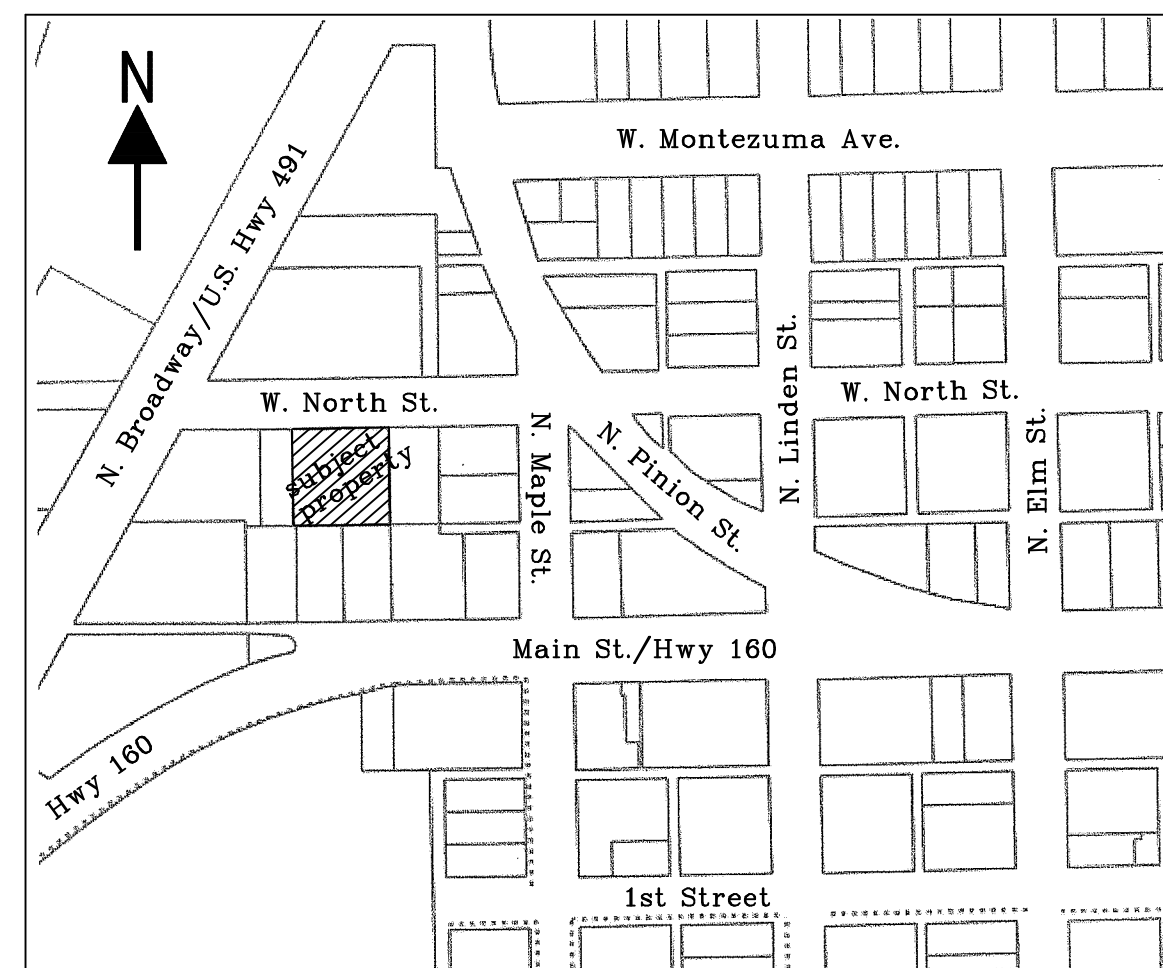
Basis of Bearing:
N 89°02' 51" E between the found #5 rebar/
cap LS 38442 and the found #4 rebar/cap
LS 37995, as shown. Assumed from GPS North
at initial RTK base location.



Scale: 1" = 20'
U.S. Survey Feet

- found #5 rebar/1.5" aluminum cap LS 38442
- found #4 rebar/plastic cap LS 37995
- found #4 rebar/plastic cap LS 6728
- ⊗ found #4 rebar
- ⊠ set #4 rebar/ plastic cap LS 17490

- x-x-x-x- fence line
- o-o-o-o- gas line
- - - - - power line OHP and UGE
- - - - - sewer line
- FO-FO-FO- fiber optics line
- w-w-w-w- water line



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that The S N Warehouse, LLC is the owner of a portion of property in the City of Cortez, Montezuma County, Colorado, being more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2W, Western Addition to the Town of Cortez according to the plat recorded Plat Book 1 Page 56, contained in Section 27, T.36 N., R.16 W., NMPM, Montezuma County, Colorado. Containing 33,748 sq. ft./0.77 acres more or less. SUBJECT TO all easements of record, prescriptive or dedicated herein.

have by these presents laid out, re-subdivided and platted the same into a lot as shown on this plat, under the name and style of AMENDED PLAT OF LOTS 1- 8, BLOCK 2W, WESTERN ADDITION, CREATING LOT 8A, and do hereby dedicate to the public utilities those portions labeled as drainage or utility easements on this plat, for the purpose of installation and maintenance of utilities and drainage facilities, including but not limited to electric lines, telephone lines, water lines, sewer lines, gas lines, communication cables, and drainage structures and other utilities as may be necessary, and the right of ingress and egress for the maintenance, operation, repair, and replacement of such utilities, including the right to trim interfering trees and shrubs. Landowner shall maintain easement area clear of buildings and structures. Said easements and rights shall be utilized in a reasonable and prudent manner.

Executed by owner: The S N Warehouse, LLC, by Erin Neer as member for The S N Warehouse, LLC

Erin Neer as Member for the S N Warehouse, LLC

The foregoing dedication was acknowledged before me this _____ day of _____, 20____
By Erin Neer as Member for The S N Warehouse, LLC.

My commission expires _____
Notary Public

CITY COUNCIL ACCEPTANCE STATEMENT

This plat and the statement hereon are accepted and approved by the City Council of the City of Cortez this _____ day of _____, 20____.

Mayor _____

City Clerk _____

EASEMENTS ACCEPTED AND APPROVED BY:

- City of Cortez, Public Works _____ Atmos Energy _____
- CenturyLink Communications _____ Cortez Sanitation District _____
- Empire Electric Association, Inc. _____

SURVEYOR'S CERTIFICATE

I do hereby certify to the above signed owner, The S N Warehouse, LLC, that this plat was prepared from data collected by a survey performed by me, or under my direct supervision, and is correct to the best of my knowledge and belief.

Gerald G. Huddleston - LS 17490 _____ date _____

ATTEST:

This plat was filed for record in the office of the County Clerk and Recorder of Montezuma County, Colorado, at _____

(a.m., p.m.) on the _____ day of _____, and duly filed in Plat Book _____ at Page _____

_____ under Reception Number _____.

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

THE S N WAREHOUSE, LLC

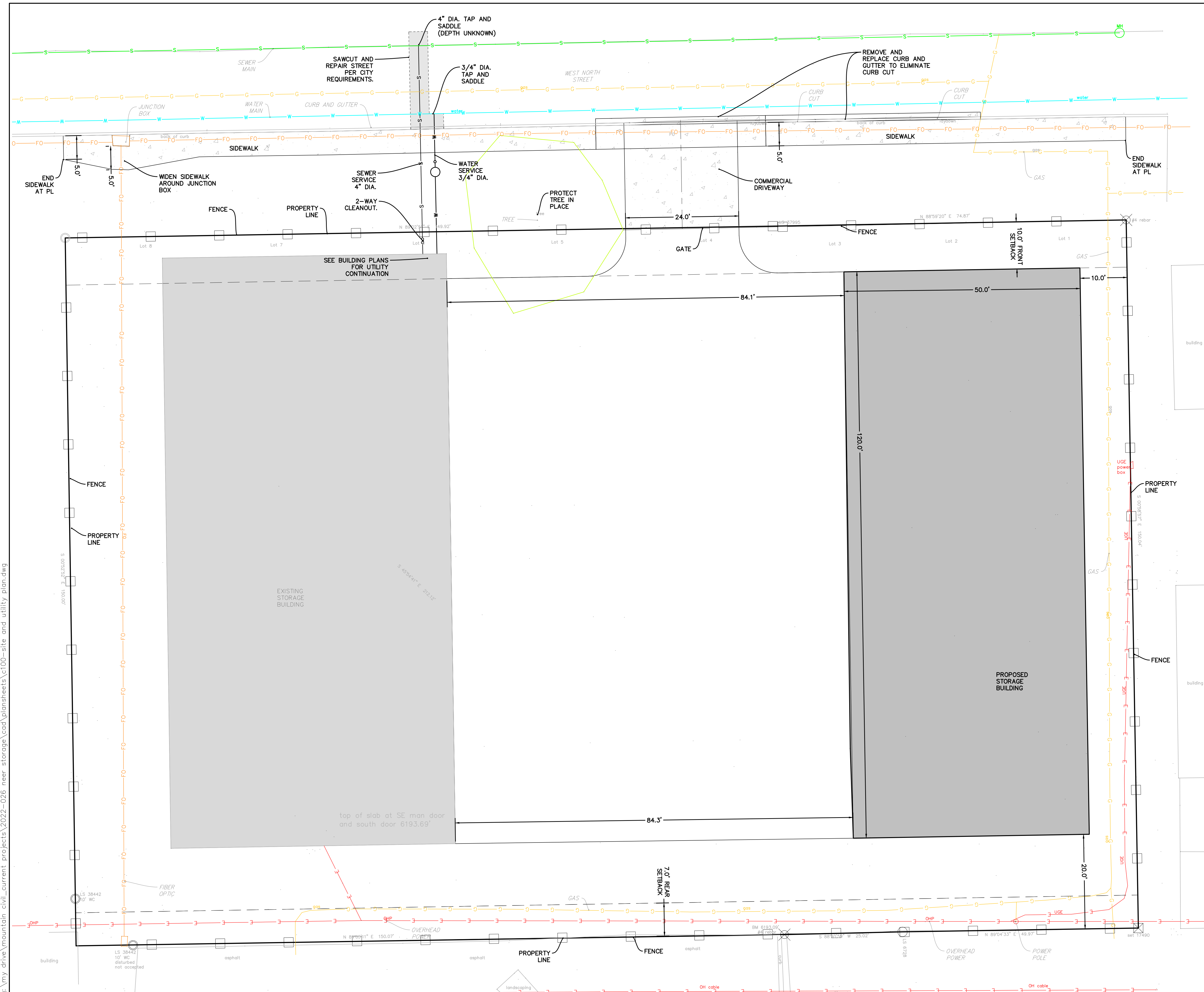
Amended Plat of Lots 1-8, Block 2W,
Western Addition to the Town of Cortez
Section 27,
T.36 N. R.16 W.,
Montezuma County, Colorado

28 August 2023

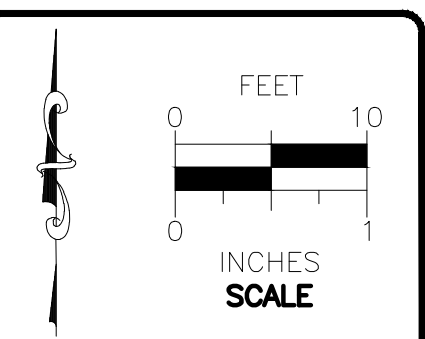
HUDDLESTON LAND SURVEYING
P.O. Box KK - Cortez, CO 81321 - (970) 565-3330

PRELIMINARY

KNOW ALL MEN BY THESE PRESENTS, that I, GERALD G. HUDDLESTON, Colorado LS 17490, do hereby certify that this plat was prepared from field notes of an actual survey made by me or under my supervision and that the same is true and accurate to the best of my knowledge and belief. This plat is in accordance with applicable standards of practice. This statement is not a guaranty or warranty, either expressed or implied.



- SITE PLAN NOTES:**
1. PROPERTY AND EXISTING CONDITIONS SURVEY INFORMATION SHOWN WAS PROVIDED BY OWNER.
 2. ARCHITECTURAL, STRUCTURAL, AND LANDSCAPE PLANS ARE BY OTHERS
 3. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMPLETING WORK INCLUDING CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PERMIT.
 4. ALL WORK SHALL BE COMPLETED PER CITY OF CORTEZ AND CORTEZ SANITATION DISTRICT STANDARDS, REQUIREMENTS AND CONSTRUCTION SPECIFICATIONS.

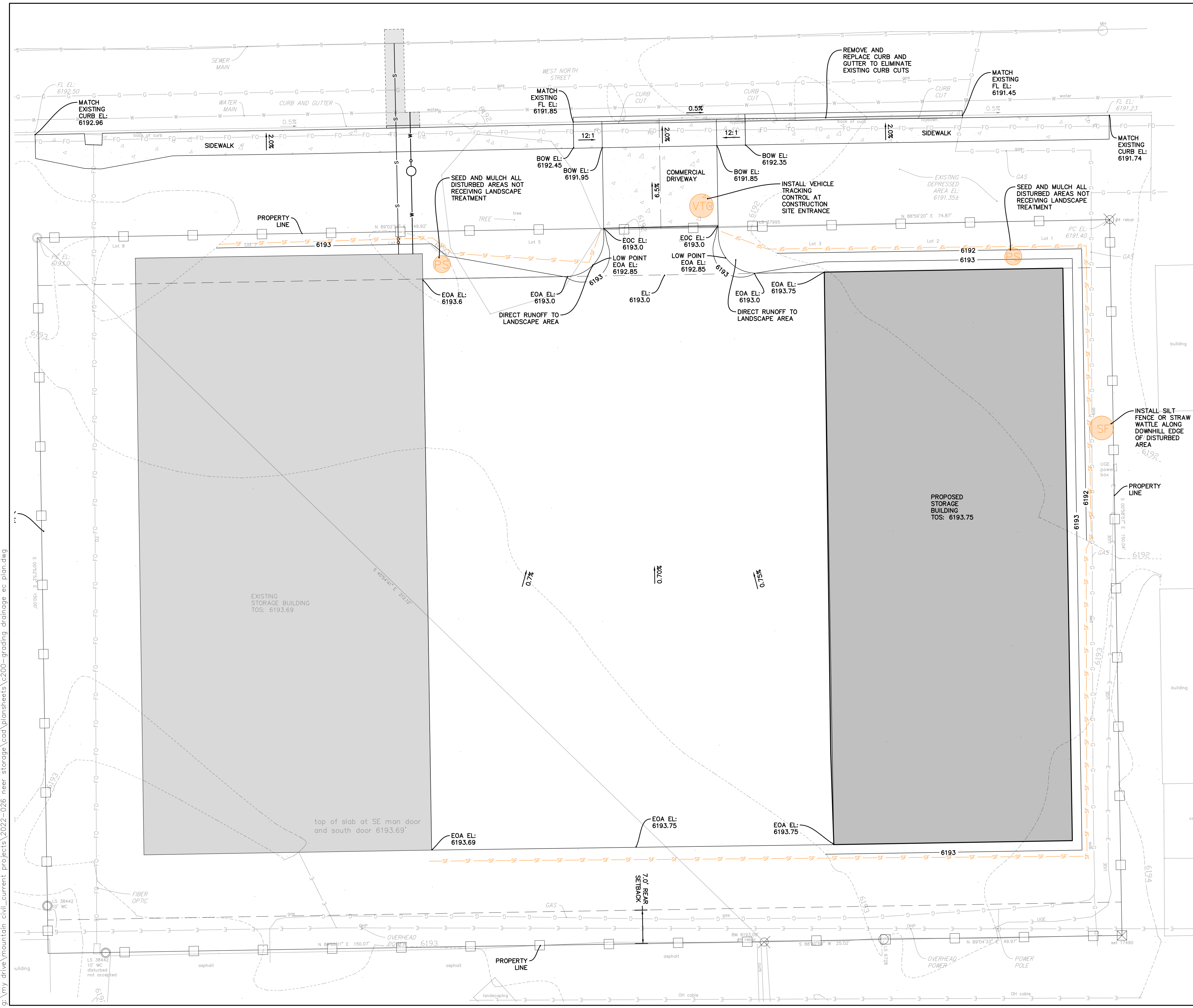


Revisions:	#	DATE	DESCRIPTION
	X		
	XX		
	XX		

NEER NORTH STREET STORAGE
 SITE AND UTILITY PLAN
 CITY OF CORTEZ, CO

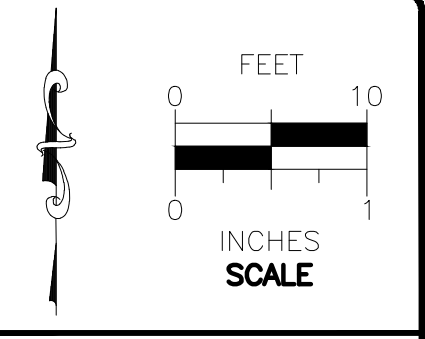
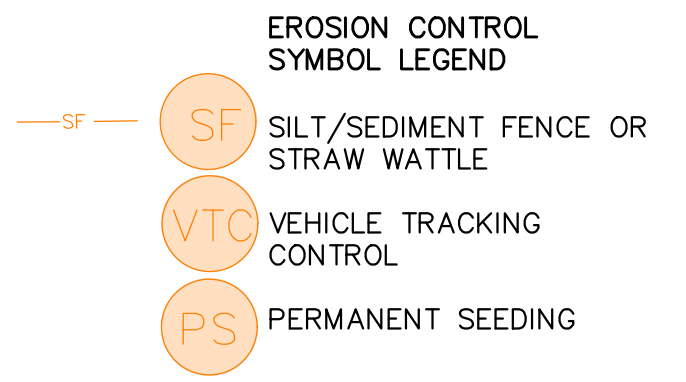
MOUNTAIN CIVIL CONSULTING
 MOUNTAIN CIVIL CONSULTING, LLC
 712 Eagle Pass
 Durango, CO 81301
 970-946-3175

s:\my drive\mountain civil\current projects\2022-026 neer storage\cad\plansheets\c100-site and utility plan.dwg



CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PLAN NOTES:

1. TOTAL AREA OF DISTURBANCE IS 2.41 ACRES.
2. CONTRACTOR OR OWNER SHALL OBTAIN ALL REQUIRED EXCAVATION AND CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PERMITS PRIOR TO COMPLETING WORK.
3. CONTRACTOR MAY ADJUST LOCATION OF BMPS AS REQUIRED FOR PHASING.
4. CONTRACTOR MAY USE ADDITIONAL BMPS NOT SHOWN IN THIS PLAN TO CONTROL CONSTRUCTION ACTIVITY STORMWATER RUNOFF, SEE MILE HIGH FLOOD CONTROL DISTRICT VOLUME 3, CHAPTER 7 FOR ADDITIONAL ACCEPTABLE BMPS.
5. FUEL AND CHEMICAL STORAGE SHALL NOT BE STORED ON SITE. IF THEY ARE STORED ON SITE CONTRACTOR SHALL PROVIDE CONTAINMENT AND SPILL PREVENTION AND RESPONSE PLAN.
6. GENERAL SCOPE OF BMP INSTALLATION IS DESCRIBED BELOW:
 - 6.1. INSTALL VEHICLE TRACKING CONTROL PAD.
 - 6.2. INSTALL SILT FENCE OR STRAW WATTLE ALONG DOWNHILL EDGE OF DISTURBED AREAS.
 - 6.3. PROVIDE GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION INCLUDING PORTABLE TOILET FACILITIES AND TRASH/WASTE COLLECTION FACILITY.
 - 6.4. PROVIDE STREET SWEEPING OR HAND CLEANING IF SEDIMENT IS TRACKED INTO PAVED ROAD.
 - 6.5. PROVIDE CONSTRUCTION WATER TO LIMIT DUST DURING OVERLOT GRADING OPERATIONS.
 - 6.6. DISTURBED AREAS NOT RECEIVING FINAL SITE OR LANDSCAPE IMPROVEMENTS SHALL REQUIRE PERMANENT SEEDING AND MULCHING. ALL SEED SHALL BE CERTIFIED WEED FREE.
 - 6.13. INSTALL ROLLED EROSION BLANKET AND SEED/MULCH ON ALL SLOPES 3:1 OR GREATER.
 - 6.14. REMOVE BMPS UPON FINAL SITE IMPROVEMENT INSTALLATION AND 70% VEGETATION OF SITE FROM LANDSCAPE AND SEEDING.

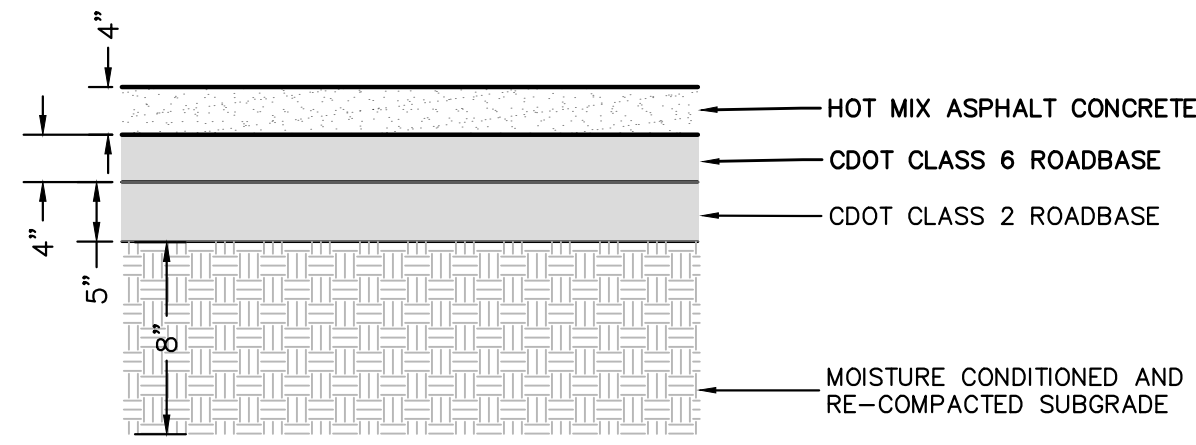


Revisions:	#	DATE	DESCRIPTION

**NEER NORTH STREET STORAGE
GRADING, DRAINAGE, AND EROSION CONTROL PLAN
CITY OF CORTEZ, CO**

MOUNTAIN CIVIL CONSULTING
MOUNTAIN CIVIL CONSULTING, LLC
712 Eagle Pass
Durango, CO 81301
970-946-3175

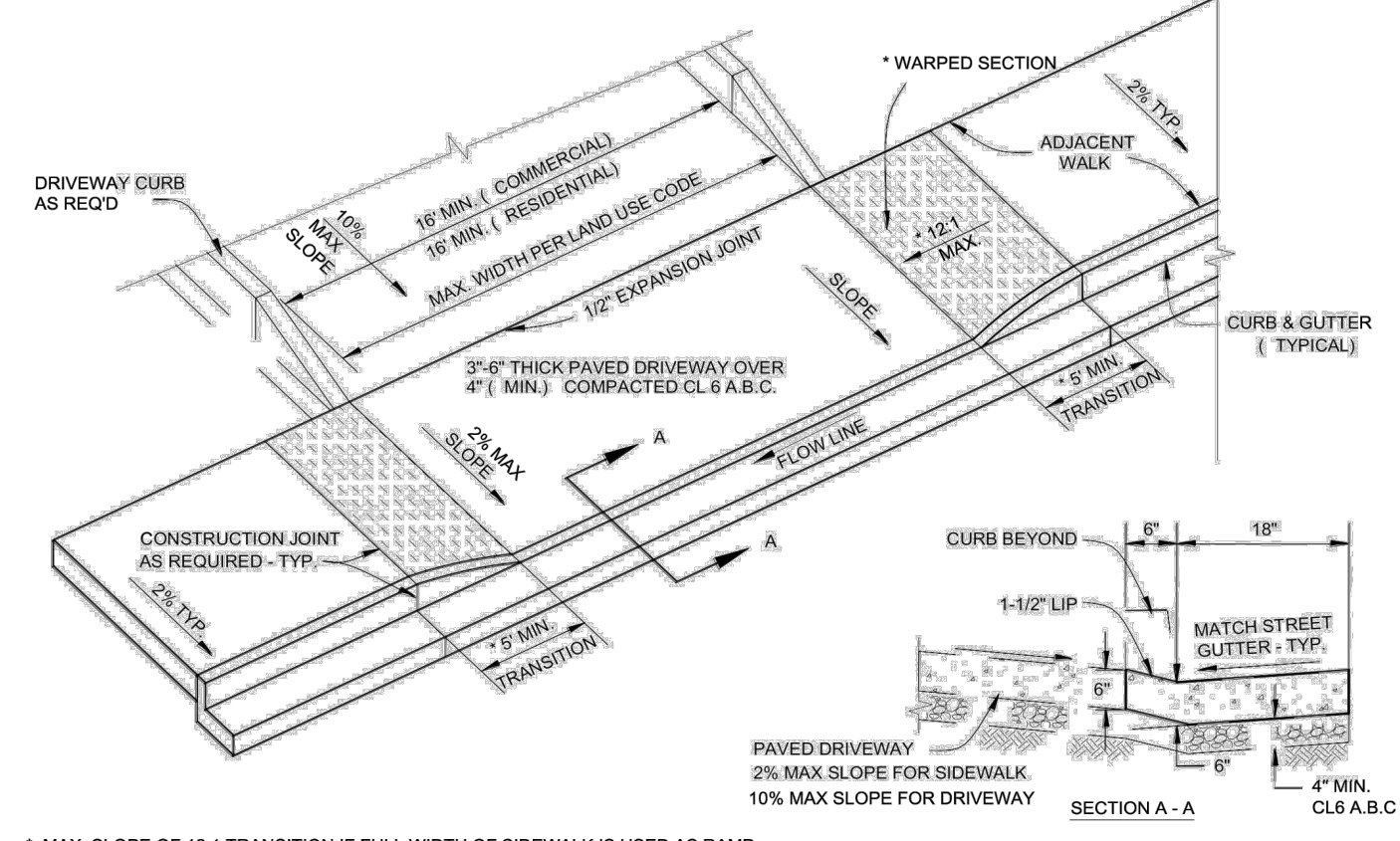
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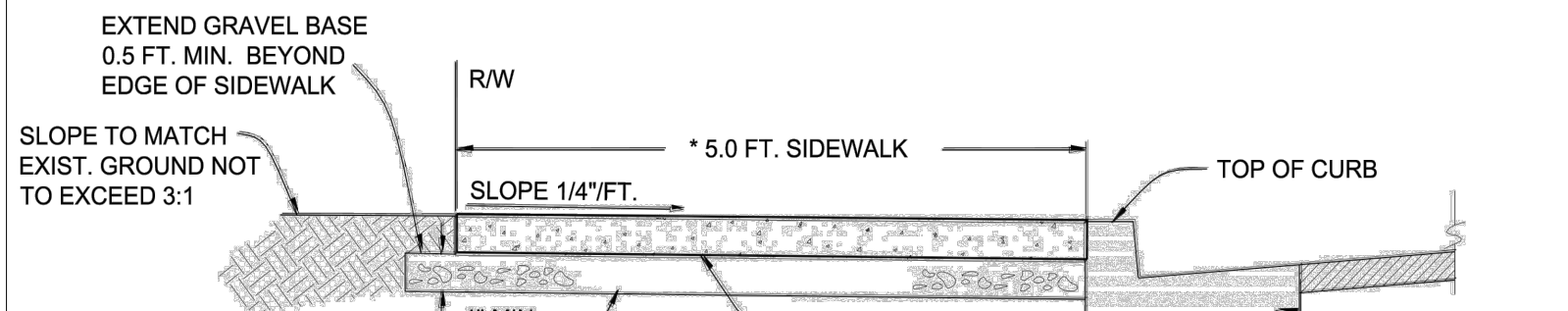
ACCESS DRIVEWAY
TYPICAL ASPHALT SURFACE
SECTION

- NOTES:
- ROAD BASE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
 - SUB-GRADE SHALL BE RE-COMPACTED TO 90% MODIFIED PROCTOR DENSITY.
 - SUB-GRADE SHALL BE SCARIFIED AND RE-COMPACTED TO A MIN. DEPTH OF 8" BELOW FINISHED GRADE.
 - SUB-GRADE SHALL BE SCREENED AND FREE OF ALL ORGANIC MATERIAL, SNOW, AND ICE.

- GENERAL NOTES:
- ALL CONCRETE SHALL BE C-DOT CLASS B. MINIMUM OF 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
 - MINIMUM COMPACTION OF C-DOT CL. 6 A.B.C. UNDER CONCRETE SHALL BE 95% OF MODIFIED PROCTOR (ASTM-D1557)
 - IN AREAS WITHOUT SIDEWALKS, TRANSITION CURB AS SHOWN FOR DRIVEWAY OPENINGS.
 - ASPHALT APPROACH SHALL BE A MIN. OF 3" THICK CONC. APPROACH SHALL BE A MIN. OF 4" THICK FOR RESIDENTIAL DRIVEWAYS AND A MIN. OF 6" THICK FOR COMMERCIAL DRIVEWAYS.

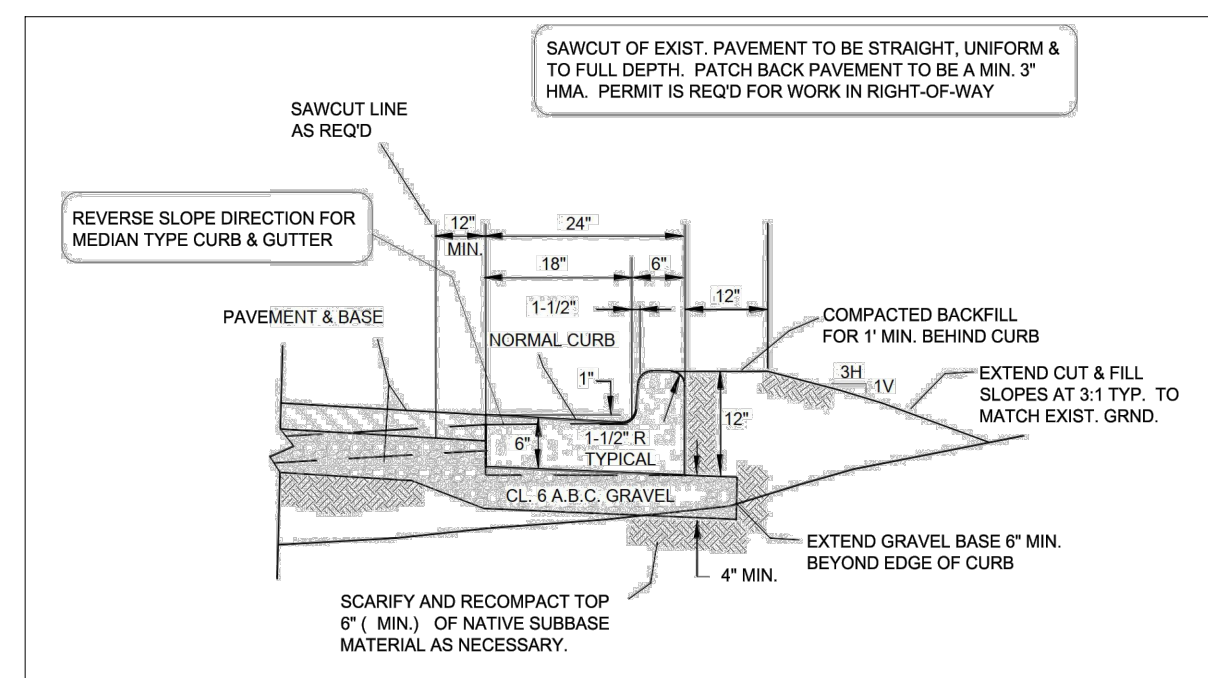


CITY OF CORTEZ
CURB CUT DRIVEWAY/SIDEWALK INTERFACE
DETAIL



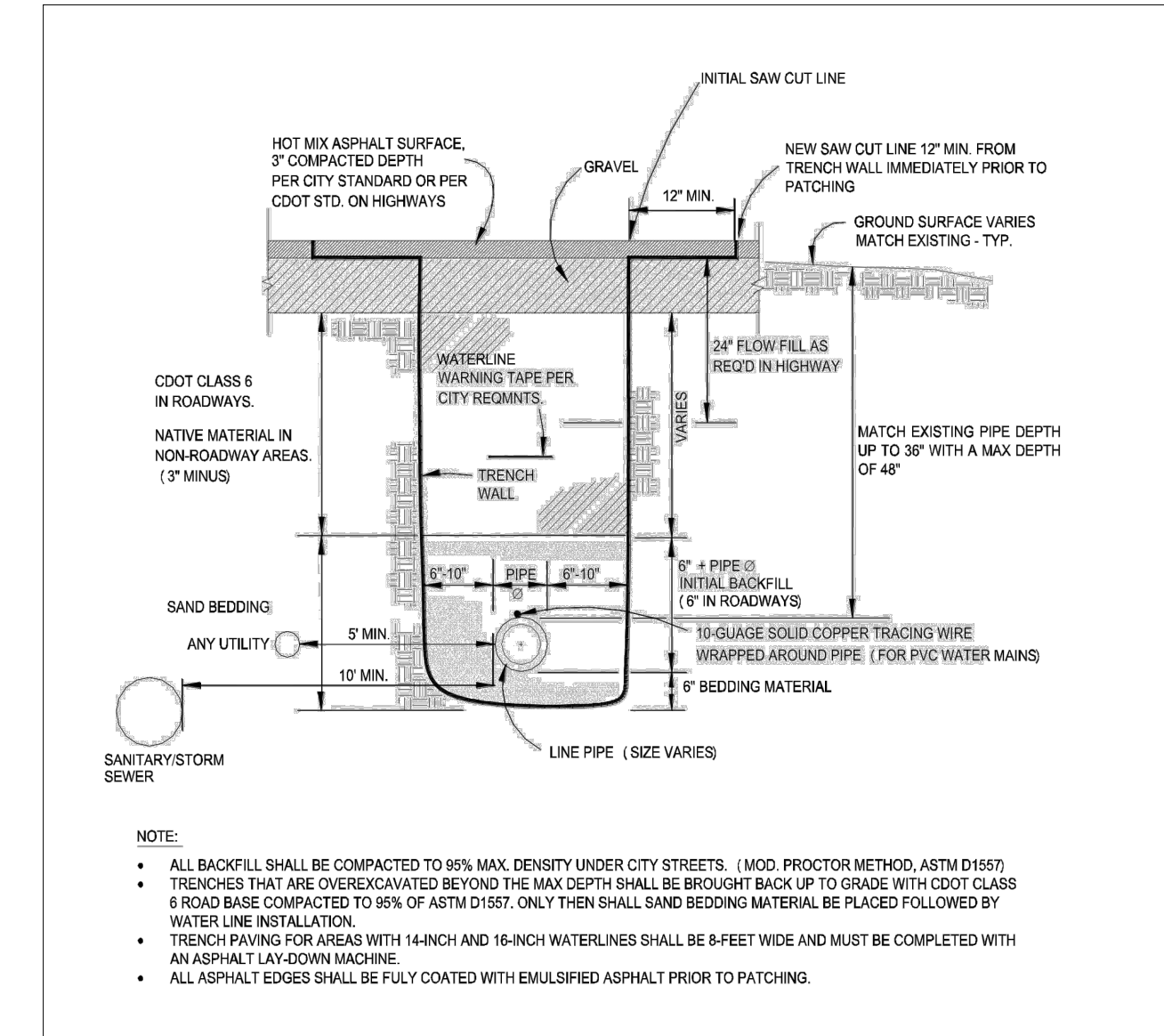
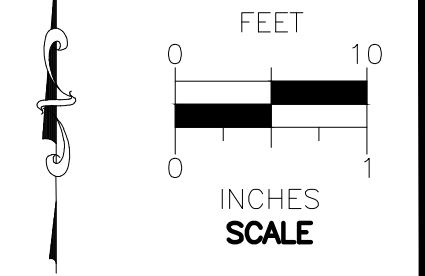
- NOTE:
- SIDEWALK WIDTHS SHALL BE 4 FT. MIN. AND MAY BE REQ'D TO BE AT LEAST 5 FT. WIDE IN AREAS OF HEAVY TRAFFIC, PARKS, SCHOOLS AND COMMERCIAL AREAS.
 - 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT 150 FOOT MAXIMUM INTERVALS.
 - BACKFILL AND RESTORATION OF SURFACE BEHIND SIDEWALK TO MATCH EXISTING CONDITIONS. SEE SPECIFICATIONS.
 - GRAVEL BASE (C-DOT CLASS 6) SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM-D1557).
 - CONTROL JOINTS AT 5 FOOT INTERVALS.

CITY OF CORTEZ
SIDEWALK DETAIL

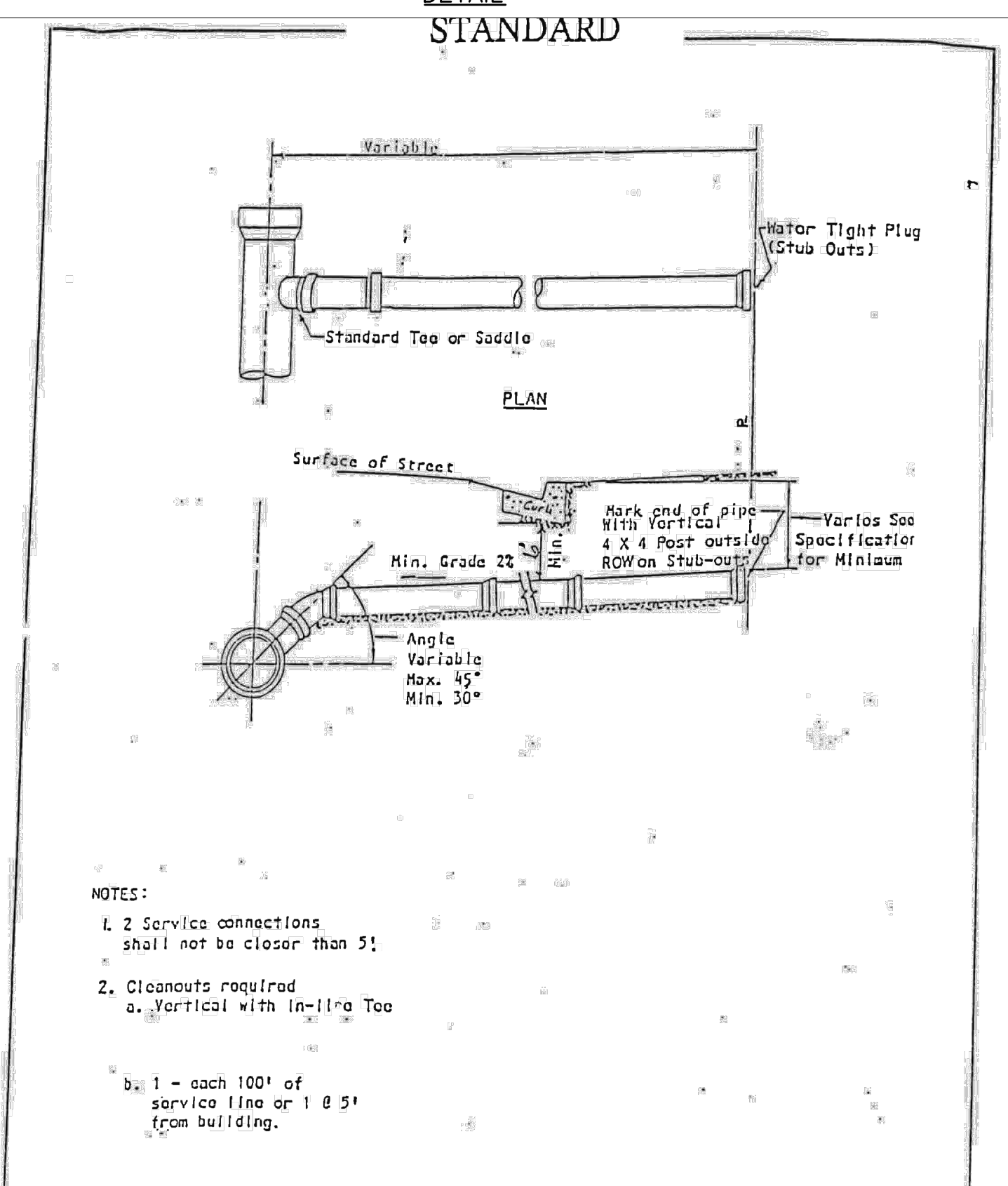


- NOTE:
- ALL CONCRETE SHALL BE C-DOT CLASS B 3000 PSI COMPRESSIVE STRENGTH.
 - EXPANSION JOINTS TO BE AT 150 FT. MAX. INTERVAL.
 - CONTRACTION JOINTS TO BE AT 10 FT. MAX. INTERVAL.

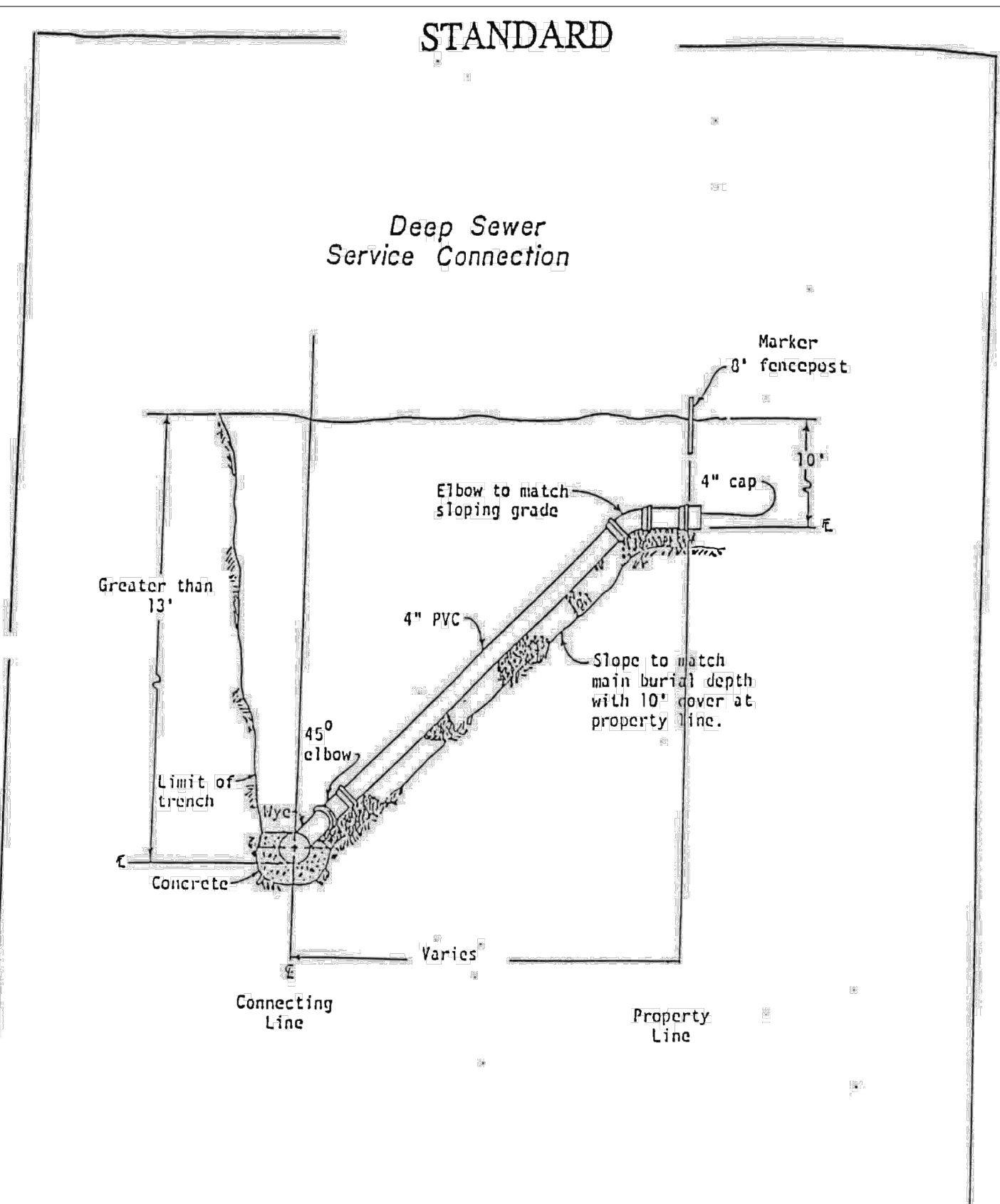
CITY OF CORTEZ
VERTICAL CURB DETAIL



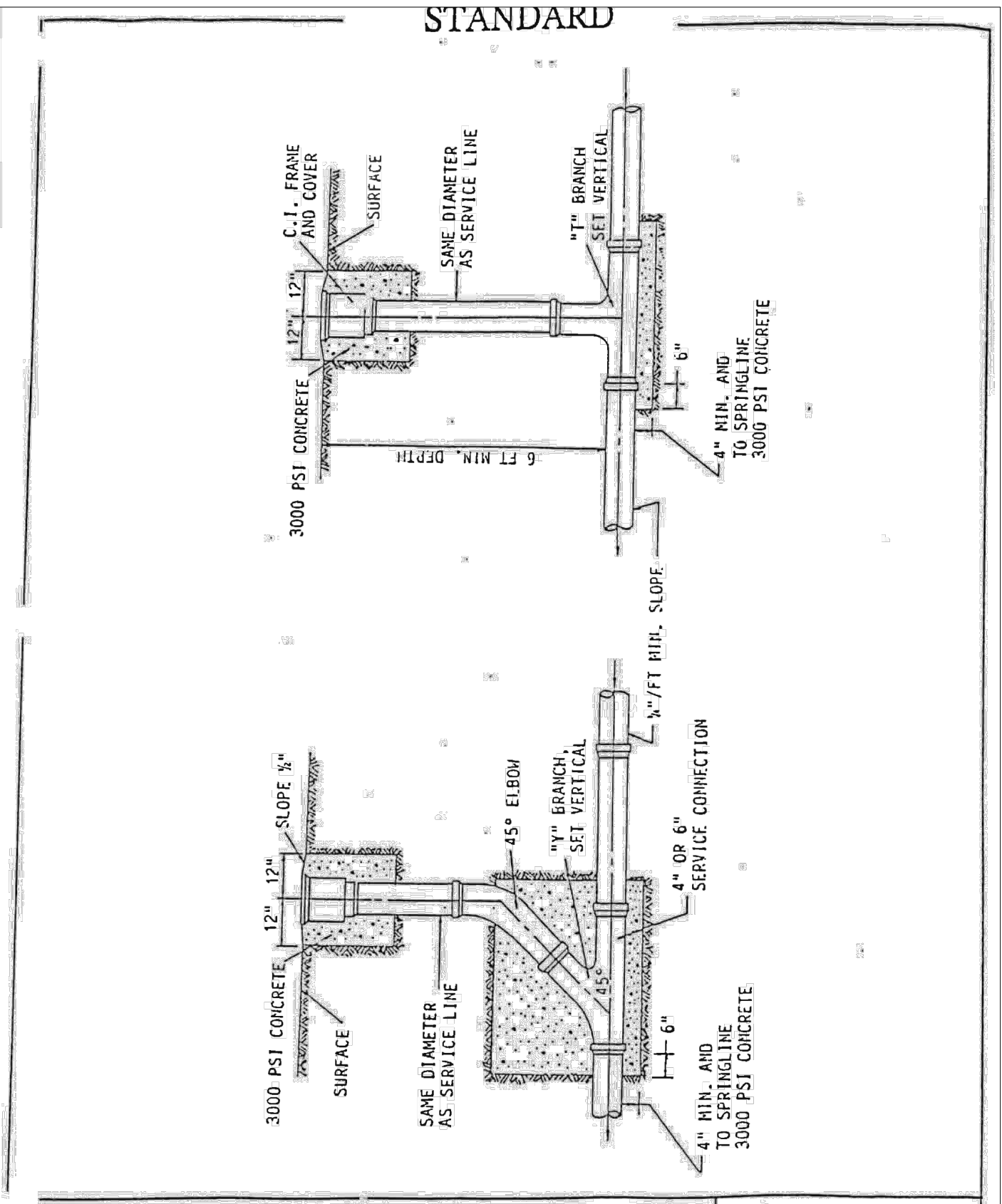
CITY OF CORTEZ
UTILITY TRENCH AND STREET CUT/REPAIR
DETAIL



CORTEZ SANITATION DISTRICT
SEWER SERVICE CONNECTION
DRAWING 1



CORTEZ SANITATION DISTRICT
SEWER SERVICE CONNECTION
DRAWING 2



CORTEZ SANITATION DISTRICT
SEWER SERVICE CONNECTION
DRAWING 3

Revisions:	#	DATE	DESCRIPTION
	X		
	XX		
	XX		

NEER NORTH STREET STORAGE
DETAILS
CITY OF CORTEZ, CO

MOUNTAIN CIVIL
CONSULTING

MOUNTAIN CIVIL
CONSULTING, LLC

712 Eagle Pass
Durango, CO 81301
970-946-3175

C300

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NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY
**WESTCOR LAND
TITLE INSURANCE COMPANY**
OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: CO1026 * MO22105915

Colorado Title & Closing Services, LLC

970 Main Avenue
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Dannem

President

Attest:

[Signature]

Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public

Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

CONDITIONS AND STIPULATIONS - CONTINUED

damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses in-

curred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any

method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

Order No.: **MO22105915**
Policy No.: **OP-6-CO1026-13488921**

Date of Policy: **December 15, 2021 at 1:41PM**
Amount of Insurance: **\$60,000.00**
Premium: **\$710.00**

1. Name of Insured:

THE S N WAREHOUSE, LLC

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE S N WAREHOUSE, LLC

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

Lots 1, 2 and 3, Block 2W, WESTERN ADDITION, according to the plat thereof filed for record November 20, 1947 in Book 1 at Page 56.

SCHEDULE B

EXCEPTIONS

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

NOTE: Real Estate Taxes for the year 2020 are paid. Real Estate Taxes for the year 2021 are not yet due or payable.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
7. Any, tax, assessment, fees or charges, by reason of the inclusion of the subject property in the local street improvement and Cortez Sanitation Districts and any resolutions, ordinances and/or agreements pertaining thereto.

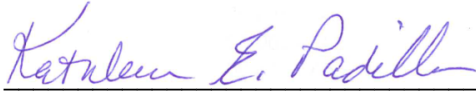
ENDORSEMENT
Issued by

WESTCOR LAND TITLE INSURANCE COMPANY

The Policy is hereby amended by deleting paragraph(s) 4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WESTCOR LAND TITLE INSURANCE COMPANY



Authorized Signatory

CLTA Form 110.1
Deletion of Item from Policy (06/03/05)
ALTA or CLTA – Owner or Lender
EN-210 (9/12/07)

Order Number: **MO22105915**
Policy Number: **OP-6-CO1026-13488921**
Insured: **THE S N WAREHOUSE, LLC**



Colorado Title & Closing Services - Cortez
631 E. Main Street
Cortez, CO 81321
Phone: (970)564-9770
Fax: (970)564-9769

THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY
27696 HIGHWAY 145
DOLORES, CO 81323

Re: Order No. MO22104387

Dear Erin,

Enclosed please find the Owner's Title Insurance Policy issued in connection with the above captioned order.

In accordance with the Financial Services Modernization Act, also known as the Gramm-Leach-Bliley Act, effective July 1, 2001, it is our policy that we will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

We thank you for this opportunity of serving you. If you should have any questions or require further assistance, please do not hesitate to call on us.

Sincerely,

COLORADO TITLE & CLOSING SERVICES, LLC

A handwritten signature in blue ink that reads "Kathleen E. Padilla".

Policy Department 1/26/22

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY
**WESTCOR LAND
TITLE INSURANCE COMPANY**
OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: CO1026 * MO22104387

Colorado Title & Closing Services, LLC

970 Main Avenue
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public

Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

CONDITIONS AND STIPULATIONS - CONTINUED

damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses in-

curred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any

method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

**ALTA OWNER'S POLICY
(6-17-06)**

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

Order No.: **MO22104387**
Policy No.: **OP-6-CO1026-13393165**

Date of Policy: **October 4, 2021 at 11:53AM**
Amount of Insurance: **\$165,000.00**
Premium: **\$691.00**

1. Name of Insured:

THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Lots 4, 5, 6, 7, 8, and 9, Block 2W, WESTERN ADDITION, according to the plat thereof filed for record November 20, 1947 in Book 1 at Page 56.

SCHEDULE B

EXCEPTIONS

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

NOTE: Real Estate Taxes for the year 2020 are paid. Real Estate Taxes for the year 2021 are not yet due or payable.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
7. Any, tax, assessment, fees or charges, by reason of the inclusion of the subject property in the local street improvement and Cortez Sanitation Districts and any resolutions, ordinances and/or agreements pertaining thereto.
8. Any interests, rights or claims which may exist or arise by reason of the following facts as disclosed on the Improvement Location Certificate by Eugene Reininger dated September 12, 2021, including but not limited to:
--Easements, plat notes and overhead power lines as shown thereon



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Creighton Wright
Director of Parks and Recreation
425 Roger Smith Ave
Cortez, CO. 81321
cwright@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: CREIGHTON WRIGHT, DIRECTOR OF PARKS AND RECREATION

Date: December 12, 2023

RE: Award of Universal Maintenance Machine, Sweeping, Verticutting, and Flail-type Mowing Unit aka Turf Sweeper

DISCUSSION

The piece of equipment is a Universal Maintenance Machine: Sweeping, Verticutting, and Flail-type Mowing Unit Model 600. The Parks Team has been requesting this piece of equipment for years, but priorities in other departments have superceded it when annual funding is allocated from the Equipment Fund. This particular equipment can be used for multiple applications in our parks system and only requires one staff member to operate. One bid was received from Potestio Brothers not exceeding \$54,272.00. This equipment is proprietary and not manufactured by any other entity, which essentially makes this a sole source purchase. It is only sold through dealerships. Due to dealer territorial concerns, we cannot expect more than a single bid on this particular piece of equipment.

BACKGROUND

A turf sweeper is the core piece of equipment necessary to renovate, aerate, dethatch, remove debris (sweep) like aeration cores, and level and refresh turf grass fields. It is four pieces of equipment in one. If staffing were available, we could use it most of the summer to keep fields in top condition. This year, it was used in a limited application to renovate and level the fields at the South Softball Complex and the South Park Site.

The Parks Division and the Golf Course currently share one turf sweeper. The current sweeper works great for the golf course but isn't ideal for the parks due to its size, limited features, and the labor intensiveness of its use. The specified unit is larger, and most importantly, Parks can operate it with one staff member as it has a hydraulic reticulating hopper that can dump directly into a pick-up or dump trailer.

Bid documents were prepared and advertised. Bids were received from one firm, Potestio Brothers.

FISCAL IMPACT

This equipment was not specifically included in the budget, but funds are available due to a projected surplus of \$70,000 in FY2023 in the Parks Division Budget (001-4554).

RECOMMENDATION

Staff recommends that the Council award the Universal Maintenance Machine, Sweeping, Verticutting, and Flail-type Mowing Unit aka Turf Sweeper to Potestio Brothers not exceeding \$54,272.00.

MOTION

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

I move that Council award the Universal Maintenance Machine, Sweeping, Verticutting, and Flail-type Mowing Unit aka Turf Sweeper to Potestio Brothers not exceeding \$54,272.00.



CITY OF CORTEZ
 123 ROGER SMITH AVENUE
 CORTEZ, CO 81321

Drew Sanders
 City Manager
 123 E Roger Smith Ave,
 Cortez, CO. 81321
 dsanders@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: DREW SANDERS, CITY MANAGER

Date: December 5, 2023

RE: Employee Access to the Cortez Recreation Center

DISCUSSION

The Cortez Rec Center is not only a resource for the community but also a resource for our employee team. The City currently pays 25% of the annual rec center membership for the employee and their family as a discount and benefit. In the last year (2023) 36 staff enrolled in the discounted rec center access. The City contributed \$3,291, the staff generated revenue of \$9,874; the City contributed an average of \$91.42 per employee. While the 25% discount is a great benefit, it hasn't inspired staff to purchase passes. Only about 25% of employees currently have rec center passes. To realize the benefits of having access to the rec center, the City would like to consider providing free access to employees. This would incentivize employees to utilize the services and gain the added personal benefits leading to healthier employees, lower healthcare costs, increased productivity, and a great recruitment tool. The participation rate is expected to increase more than assumed because of part-time (PT) and seasonal staff access. While the employer benefits are significant, the PT and seasonal staff recruitment assistance is expected to increase the number of applicants.

BACKGROUND

See attached.

FISCAL IMPACT

	2023	2024, estimated	2025, estimated
Discount Program	City pays 25% 50% family participation	15% Corporate Discount City waives emp. cost Assume 50% family participation	15% Corporate Discount City pays emp. cost Assume 50% family participation
Participants	36	70	70
City Cost	\$3,291	\$0	\$16,481
Employee Cost	\$9,874	\$6,892	\$6,892
Rec Center Revenue	\$13,166	\$6,892	\$23,373

RECOMMENDATION

Staff recommends that Council approves providing the enhanced benefit, offering employees free access to the rec center. If approved by Council, the Director of Parks and Recreation will implement the program under guidelines provided by the City Manager.

MOTION

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

I move that City Council authorize the City to offer employees no-cost Cortez Recreation Center access during their term of employment with the City of Cortez under rules outlined by the Director of Parks and Recreation and approved by the City Manager.

Attachments

Rec Pass Attachment

9 Reasons Why You Should offer your Employees a Gym Membership Employee Benefit

1. Improved physical health

There are endless benefits to be gained from leading a healthier lifestyle, and one of the best ways to do that is by exercising regularly. Maintaining regular physical health through gyms or on your own helps maintain weight, reduces health risks, strengthens bones and muscles, and manages chronic health conditions.

If your employees are physically healthy, they're less likely to get sick and need to take time off work. They're also more likely to be productive and have more energy. Employees can reap the health benefits through [corporate gym memberships](#) at affordable prices.

2. Improved mental health

Exercise has been shown to be an effective treatment for depression and anxiety. It can also help to improve sleep quality. Through gym membership programs, employees get exclusive discounts that they can use during therapy sessions, wellness programs, mental health, or yoga retreats.

Employees are more likely to be engaged and productive at work when they are happy and healthy. Improved mental health boosts employees to work without stress, be consistent and increase productivity.

3. Reduced healthcare costs

Offering a gym membership as an employee benefit can help to reduce your company's health care costs. At the same time, keeping the employee healthy and providing corporate gym membership to employees results in cost-effective measures. Gym memberships contribute significantly to providing healthcare benefits to employees while reducing the company's healthcare benefits.

Employees in good health are less likely to get sick, and when they do, their costs for medical treatment will probably be reduced through [regular physical activity](#).

4. Increased productivity

Exercise has been shown to improve brain function and increase productivity. Regular exercise boosts serotonin and dopamine levels in the brain, while also balancing stress hormones in the body. Furthermore, dopamine is also essential for assisting people in thinking, planning, striving for, and maintaining concentration on their goals. Increased productivity helps employees to focus on their goals and ensure effective and efficient workflow. If you're curious about

regulating dopamine, you should consider learning about a dopamine detox, learning [what to avoid during a dopamine detox](#), and the positive effects from doing a detox.

5. Improved morale

Employees who feel their company cares about their well-being are likelier to be loyal and engaged. And when it comes to increasing employee morale, one of the best things a company can do is offer a gym membership. Not only does it show that the company cares about its employees' well-being, but it also helps them stay healthy and fit. Plus, it can be a great way to bond with co-workers.

6. Attract and retain top talent

Offering a gym membership as a [company perk](#) can help you attract and retain top talent. By providing a corporate gym membership, businesses can encourage employees to lead healthier lifestyles and improve their overall well-being. In addition, a corporate gym membership can also help you create a more positive work environment and improve morale among your employees.

7. Improved teamwork

Encouraging employees to exercise together can help to improve teamwork and build relationships. It's no secret that many people struggle to find the motivation to stay active and get in shape. And while plenty of wellness programs can help people get on track, only some are interested in or have the time for them. That's where an employee gym membership can make a big difference. An employee gym membership can be a great way to encourage your employees to stay active, improve their overall health, build relationships and improve teamwork.

8. Fewer sick days

Employees are less likely to take sick days when they are well. Regular exercise enables workers to decompress and relieve stress, which in turn improves immunity, boosts performance, and lowers stress and anxiety. With the help of a corporate gym membership program, employees can maintain consistency and improve their physical health.

9. A healthier workplace

A gym membership benefits program can help to create a healthier workplace overall. With increased productivity and satisfied employees, a healthy workplace culture results in greater employee tolerance levels, healthy responses to challenging events, and a calmer demeanor with the workload.

Some employers also opt to provide these fringe benefits to enhance their gym membership benefits program: